

CITY OF AURORA LIABILITY FOR ANNEXATIONS

(Kings Point South)

ORDINANCE NUMBER: 88-12 88-13	DATE: 5-20-88	ANNEXOR: First Capital Corp.
NUMBER ACRES: 426.674	LEGAL DESCRIPTION: Sec 2,3,4, T6S, R66W	
(IMPROVEMENTS)	(LOCATION)	(UNITS/COSTS)
STREETS:		
BRIDGES:		
WATER:		
SEWER:		
STORM DRAINAGE:		
PARKS & OPEN SPACES:		
MISCELLANEOUS:		
COMMENTS:		

BOOK 5496 PAGE 186

Recorded at 2:12 P AUG - 3 1988
 Reception 2997358

K.P. SOUTH:05/02/88

AGREEMENT

THIS AGREEMENT made and entered into this day 8th of April, A.D. 1988, by and between FIRST CAPITAL CORPORATION, a Colorado corporation and SEVENTEEN MILE VENTURE, a Colorado Joint Venture, hereinafter referred to as "ANNEXOR," and the CITY OF AURORA, a municipal corporation, of the Counties of Adams, Arapahoe and Douglas, State of Colorado, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the Property described in Exhibit "A", attached hereto (the "Property") and has filed a petition to annex said Property to the CITY; and

WHEREAS, the parties mutually agree pursuant to City Code §41-775 that the annexation of the Property to the CITY shall not create any additional cost or impose additional burden on the existing residents of the CITY to provide public facilities and services to the Property after annexation.

In consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them.

IT IS AGREED:

I

DEFINITIONS

"Annexor" shall mean and refer to the ANNEXOR, and his heirs, successors, assigns, and designees.

"Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage channels or storm drainage areas.

"Extraordinary public improvements" shall mean and refer to those improvements which have city-wide or regional benefits or are otherwise in excess of Annexor's responsibilities under this agreement. Examples of such improvements include but are not

DEUTSCH & SHELDON

ATTORNEYS AND COUNSELLORS AT LAW

7851 EAST MAPLEWOOD AVENUE
SUITE 326

ENGLEWOOD, COLORADO 80111

(303) 694-1982

TELEFAX 220-8027

BOOK 5496 PAGE 187

HARVEY E. DEUTSCH
MICHAEL A. SHELDON
JOHN M. SPILLANE
JACK E. REUTZEL

July 12, 1988

Mr. Peter Grosshuesch
Planning Department
City of Aurora
1470 South Havana, 6th Floor
Aurora, Colorado 80012

RE: Kings Point South Annexation Agreement

Dear Peter:

Upon reviewing the above referenced Annexation Agreement, I discovered that the Seventeen Mile Venture, a party to this Agreement, was inadvertently left out of the first paragraph.

Enclosed please find three copies of the first page for the above referenced Annexation Agreement. We have kept one copy for our files and have forwarded the rest to the client for their files.

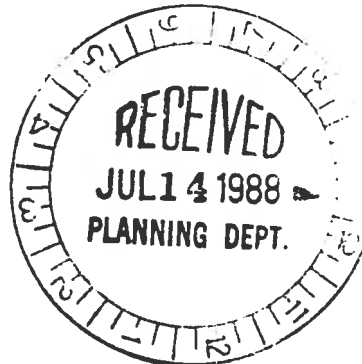
Please remove the first page of your file copies and replace it with this corrected version.

Sincerely,


Jack E. Reutzel

JER/tri
Enclosures

cc: Dave Dennig



ORD 88-13 16p
#55.00

K.P. SOUTH:05/02/88

DC8815149

AGREEMENT

THIS AGREEMENT made and entered into this day 8th of April, A.D. 1988, by and between FIRST CAPITAL CORPORATION, a Colorado corporation, hereinafter referred to as "ANNEXOR," and the CITY OF AURORA, a municipal corporation, of the Counties of Adams, Arapahoe and Douglas, State of Colorado, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the Property described in Exhibit "A", attached hereto (the "Property") and has filed a petition to annex said Property to the CITY; and

WHEREAS, the parties mutually agree pursuant to City Code §41-775 that the annexation of the Property to the CITY shall not create any additional cost or impose additional burden on the existing residents of the CITY to provide public facilities and services to the Property after annexation.

In consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them.

IT IS AGREED:

I

DEFINITIONS

"Annexor" shall mean and refer to the ANNEXOR, and his heirs, successors, assigns, and designees.

"Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage channels or storm drainage areas.

"Extraordinary public improvements" shall mean and refer to those improvements which have city-wide or regional benefits or are otherwise in excess of Annexor's responsibilities under this agreement. Examples of such improvements include but are not

9815149 - 07/06/88 16:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 1/ 16
E0201 - P0471 - \$55.00

limited to oversizing of highways or crossings, interchanges, and regional recreational facilities.

"Sewer Interceptor Lines" shall mean and refer to sewer lines larger than twelve inches (12") in diameter.

"Streets" shall mean and refer to residential, commercial, collector, minor and principal arterial streets, highways, expressways, and roadways.

"Water Transmission Lines" shall mean and refer to water lines larger than twelve inches (12") in diameter.

II

STREETS

- A. ANNEXOR shall dedicate all rights-of-way for public streets, including E-470 and interchange, if necessary, for the full width thereof, as required by the CITY Code of the City of Aurora, Colorado, and design and fully improve to CITY standards all public streets within the Property, and one-half of all streets lying on or abutting the exterior boundaries of the Property, excepting E-470, without cost to CITY. Such dedication of streets shall occur pro rata at the time of subdivision platting; however, ANNEXOR agrees to dedicate such rights of way at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities.
- B. ANNEXOR agrees to convey to CITY an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one foot incline for every three feet of distance. Said easement shall be released to ANNEXOR at such time as the adjacent Property is filled and maintained at grade.
- C. ANNEXOR shall pay a per acre off-site traffic impact fee as established by ordinance for the acreage within the Property for the improvement and extension of off-site transportation facilities. Such fee shall be due and payable pro-rata based upon the acreage of each plat at the time of subdivision approval as the Property is platted. ANNEXOR agrees to include the Property in districts or other mechanisms established by CITY for improvement of roadways and E-470, including but not limited to ANNEXOR's equitable participation in districts created for Parker Road improvements.
- D. ANNEXOR shall pay for installation of traffic and street signs and traffic control devices for all streets within the

Property. ANNEXOR will advance the funds required for signalization of perimeter streets when needs meet the required warrants as determined by CITY, subject to reimbursement on an equitable pro rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be administered by CITY by separate agreement between ANNEXOR and CITY.

III

WATER AND SEWER

- A. ANNEXOR agrees to install water distribution and sewer collection lines within the Property in accordance with the CITY'S standards and specifications and pursuant to plans approved by the CITY. The CITY agrees to install water transmission lines and sewer interceptor lines to the Property at a point nearest CITY'S existing facilities, in accordance with its master plan. ANNEXOR agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water and sewer lines to serve the area described herein, or for transmission through the area described herein, not less than sixteen feet (16') in width for a sanitary sewer or water line, and not less than twenty-six feet (26') in width when a parallel water and sewer line must be installed. The ANNEXOR shall grant additional temporary construction easements for installation of water and sewer mains where required by the CITY. ANNEXOR agrees to develop and provide to the CITY for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe transmission facilities and, to extent possible, distribution facilities.
- B. The CITY acknowledges its obligation to provide utility service to the Property, once annexed, as required for ANNEXOR's development of the Property as fully zoned. The CITY shall provide water and sewer service to the Property within a reasonable period of time after notification of need by the ANNEXOR as required for development of the Property. Notwithstanding the foregoing, the CITY's obligation to provide water and sewer service to the Property shall not be required until such time as the necessary transmission distribution and interceptor facilities are in place, sufficient fees paid and satisfaction of all other platting requirements. ANNEXOR agrees to pay to CITY a per acre Water Transmission Development Fee and a per acre Sewer Interceptor Fee as established by ordinance for the acreage within the Property. The Water Transmission Development Fee and Sewer Interceptor Development Fee shall be due and payable pro

rata based upon the acreage of each plat at the time of CITY approval of each subdivision plat within the Property. The fee amount shall be that in effect at the time of payment. ANNEXOR further agrees to make additional payments on the balance of the Water Transmission fee and Sewer Interceptor fee from time to time to extend water transmission and sewer interceptor lines to serve the Property as needed for development. In the event that the total amount of such fees is insufficient to fund extensions of the lines, ANNEXOR may proceed under a separate agreement with CITY to design and construct the required line extensions at his cost as provided in Section IX herein.

- C. If CITY is unable to provide water and sewer service in a timely fashion to the Property in accordance with ANNEXOR's development schedule, ANNEXOR may provide for interim water and sewer service to the Property. Approval of the interim service measures shall be subject to a separate agreement between the ANNEXOR and City Council.

The separate agreement shall address:

1. The definition of type of service to be provided (including the source).
2. Any limitations on the use of service.
3. Conditions and terms for termination of interim service.
4. Payments to CITY for conversion to the City's permanent system for full services.
5. Ownership of the interim facilities.
6. Specifics on operation and maintenance of such facilities.
7. Interim facilities to be designed pursuant to City standards, and shall be reviewed for same by the City.
8. City Council's determination whether any credit shall be given to the Annexor resulting from the integration of the interim facility into the City's permanent system.

- D. If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the CITY to provide such utilities services to the areas within any such district, unless it be done by mutual agreement between the CITY and such district. However, if requested by the CITY, the ANNEXOR shall petition for exclusion from the district. In the event of exclusion, the CITY shall assume responsibility for service to the annexed area, and the ANNEXOR shall comply with all applicable utilities service provisions contained herein.

- E. The parties mutually agree that ANNEXOR shall design and install water lines and fire hydrants within the lands described herein in accordance with CITY'S standards and specifications, subject to approval of the City Engineer, the Department of Utilities, and the Fire Department. It is expressly understood that the CITY may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants.
- F. Notwithstanding the fees provided in this Article III, if provisions of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third party authorities, ANNEXOR shall provide such funds as and when required by such service agency.
- G. ANNEXOR will pay tap fees as are required by the CITY at the time said taps are needed. The ANNEXOR agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the CITY, and are subject to any other general restrictions of the CITY, or regional service agencies, relating to the provision of water and sanitary sewer service.
- H. Within thirty (30) days of final annexation the ANNEXOR shall transfer by special warranty deed the rights to all deep well aquifers underlying the Property to the CITY. The deep well aquifers to be included in this transfer are the Denver, Dawson-Arkose, Arapahoe, and Laramie-Fox Hills.
- I. The drilling of water wells upon the Property shall not be commenced or undertaken without the approval of the City having first been obtained.
- J. The ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate and use any and all groundwater within the Denver, Dawson-Arkose, Arapahoe and Laramie-Fox Hills aquifers underlying the Property. The ANNEXOR irrevocably consents in perpetuity, on behalf of itself and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended to the withdrawal, appropriation and use by the CITY of all such groundwater, and agree to execute any additional or supplemental consents thereto that may be required for the CITY to withdraw, appropriate, or use said groundwater.

IV

STORM DRAINAGE

- A. ANNEXOR shall dedicate rights of way, and design and construct storm drainage facilities within the Property in conformance with the regulations and ordinances of the CITY. ANNEXOR shall participate in the city drainage basin program, including payment of the per acre drainage basin fees for basin-wide facilities established by CITY's master drainage plan and ordinances. The fee shall be payable pro rata based upon the acreage of each plat at the time of subdivision approval.
- B. In the event the ANNEXOR desires to complete the development of any portion of the annexed lands prior to completion of the storm drainage improvements to major drainageways by the CITY, the ANNEXOR may make those improvements at his expense. The CITY may, at its option, agree to reimburse the ANNEXOR at a future date for ANNEXOR'S cost for construction of said improvements. ANNEXOR shall petition for annexation to Urban Drainage Flood Control District when platting occurs on any part of the Property. (If located East of Powhatan Road.)

V

CROSSINGS

- A. The parties mutually agree that whenever it is found and determined by CITY that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within or adjacent the Property CITY shall specify design criteria, and ANNEXOR shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with CITY standards.
- B. If a crossing is required on the exterior boundary of the Property, ANNEXOR shall be responsible for his proportionate share of the construction cost as determined by CITY.

VI

PUBLIC LAND DEDICATION

- A. ANNEXOR, agrees to dedicate to CITY, or pay cash in lieu of land if required by CITY, at the time of platting areas to be used for public purposes. Lands dedicated shall be

acceptable to CITY and shall comprise six (6) percent of residential and two (2) percent of non-residential lands. All dedicated lands shall be platted by ANNEXOR in accordance with the CITY'S subdivision regulations. ANNEXOR agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a non-residential to a residential classification, or a residential zoned area is rezoned to a higher density the CITY may require additional land dedications at the time of subdivision platting. ANNEXOR agrees to pay to CITY at the time of building permit application a per dwelling unit park development fee as enacted by City Council by ordinance.

- B. To the extent the described Property is to be zoned residential, ANNEXOR agrees to enter into an agreement with the appropriate School District to provide for dedication to the District of an amount of land comprising at least four (4) percent of the residential Property, or cash in lieu of land as may be agreed upon between the District and ANNEXOR. Such dedication shall occur pro rata at the time of platting for residential uses. In the event, the ANNEXOR and School District are unable to reach agreement, CITY shall require the appropriate dedication or cash in lieu of land in addition to any other dedication provided herein.
- C. The ANNEXOR agrees that lands to be donated for public purposes shall include all site and public improvements, including but not limited to water, sewer, curb, gutter, streets and sidewalks, at the time of conveyance. No lands to be dedicated for public purposes shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless first approved by the CITY. ANNEXOR agrees that all lands donated to the CITY shall not be used as a borrow or fill area by the ANNEXOR.

VII

ZONING AND DESIGN

The parties recognize that it is the intent of ANNEXOR to develop the Property in a manner generally consistent with the Zoning Map, Exhibit "B", attached hereto, and that the granting of such zoning is a condition to annexation of the Property. ANNEXOR agrees that the design, improvement, construction, and development of the Property described herein shall be in substantial conformance with the City of Aurora Design Guidelines as those requirements exist at the time of site plan application.

8815149 - 07/06/88 16:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 7/ 16
B0801 - P0477 - \$55.00

VIII

URBAN SERVICES

ANNEXOR acknowledges that the Property is located beyond the area of existing CITY services. The CITY will extend services to the Property in an orderly manner as provided by CITY'S Urban Service Extension ordinance. In the event the Property develops prior to the date of extension, ANNEXOR agrees to pay the Urban Services Extension Fee as established by ordinance upon the granting of certificate of occupancy for structures on the Property. ANNEXOR shall continue to pay said fee until the CITY'S Urban Service Area is extended to include the Property, at which time the obligation to pay the fee shall terminate.

IX

PUBLIC FACILITY EXTENSION

Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be pursuant to a payback agreement to reimburse ANNEXOR from lands abutting such facilities for ANNEXOR'S costs to extend public facilities which benefit such intervening lands. If extension is infeasible, temporary infrastructure improvements may be provided subject to agreement of the parties.

X

GENERAL PROVISIONS

- A. THIS AGREEMENT shall be recorded with the Clerk and Recorder in Douglas County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. ANNEXOR shall notify CITY of assignments and the names of assignees.
- B. In order to facilitate construction of improvements and subject to CITY'S rights of review and approval under the laws of the State of Colorado, CITY will consider the creation of one or more districts, including but not limited to special districts, general improvement districts and metropolitan districts authorized pursuant to Titles 31 and 32, C.R.S., to provide financing and/or CITY participation in extraordinary public improvements which directly benefit areas outside the Property. ANNEXOR agrees that any special districts established within the Property shall not levy, charge or collect a sales tax, nor shall such districts

apply for or request Colorado Conservation Trust Funds as supplemented by the State Lottery.

- C. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of CITY'S legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by CITY of any fee which is of uniform or general application.
- D. No right or remedy of disconnection of the described Property from the CITY shall accrue from this agreement, other than that provided by Colorado Revised Statutes Section 31-12-119. ANNEXOR covenants that the Urban Service Extension Fee shall not constitute grounds for disconnection. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, CITY shall have no obligation to serve the disconnected Property and this agreement shall be void and of no further force and effect as to such Property.
- E. If the annexation of the Property or any portion thereof is voided by initiative, CITY agrees to cooperate with ANNEXOR to continue providing water and sewer service to the Property disconnected. CITY and ANNEXOR agree to pursue all reasonable methods to continue such service, including but not limited to extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of CITY to continue service.
- F. If the annexation of the Property or any portion thereof is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Property from CITY, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all the terms and provisions of this Annexation Agreement.
- G. In the event that the annexation of the Property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the Property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the Property to CITY pursuant to §31-12-121 of the Colorado Revised Statutes, 1973, and City

Code §39-85(d). ANNEXOR shall reapply for annexation as and when the Property becomes eligible for annexation as determined by CITY.

- H. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.
- I. All fees recited in this Agreement shall be subject to amendment by City Council by Ordinance. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein.
- J. Pursuant to a separate agreement and the exercise of CITY's sole discretion, CITY will consider the utilization by CITY, ANNEXOR, or a District or Districts created by ANNEXOR of an amount not to exceed and measured by twenty-five (25) percent of CITY's share of the CITY sales taxes generated and collected within the Property for payment of bonded indebtedness or other financing of Extraordinary Public Improvements, as defined in Article I of this Agreement.
- K. ANNEXOR agrees to include the Property in Public Improvement Districts as may be organizing by CITY pursuant to the provisions of Title 31, Article 25 Part VI, C.R.S. 1973.
- L. 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, between the parties hereto. Except as provided in paragraph X I, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.
- M. This Agreement shall terminate and expire thirty-five (35) years from the date of execution hereof. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall continue to be subject to the ordinances, rules and regulations of CITY. Termination of this agreement shall not affect the zoning of the Property existing at the time of termination.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

FIRST CAPITAL CORPORATION,
a Colorado corporation

By: [Signature]
David R. Dennig, President

SEVENTEEN MILE VENTURE,
a Colorado Joint Venture

By: DOUGLAS COUNTY ASSOCIATES
LIMITED PARTNERSHIP, a
Colorado partnership, joint
venturer

By: MOORE & COMPANY, a
Colorado corporation,
General Partner

By: [Signature]
William Moore,
President

CITY OF AURORA, COLORADO,
a municipal corporation

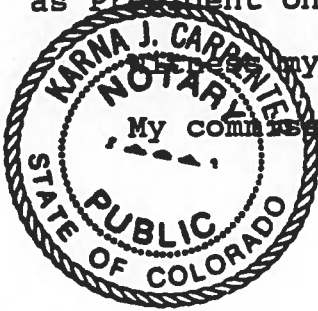
By: [Signature]
Paul Tauer, Mayor

ATTEST:

[Signature]
Donna L. Young, Deputy City Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 1988, by David R. Dennig as President on behalf of First Captiol Corporation.



Witness my hand and official seal.

My commission expires: June 30, 1988.

Karna J. Carpenter
Notary Public

STATE OF COLORADO)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 19th day of May, 1988, by William Moore as President on behalf of Moore & Company, a Colorado corporation as General Partner of Douglas County Associates Limited Partnership, a Colorado partnership as joint venturer of Seventeen Mile Venture, a Colorado joint venture.

Witness my hand and official seal.

My commission expires: November 25, 1991.

Jane M. Lane
Notary Public
390 Grant St. Denver, Co 80203

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land located in the North Half of Section 3, and the Northwest Quarter of Section 2, all in Township 6 South, Range 66 West, Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

BEGINNING at the southwest corner of Section 34, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado;

THENCE N89°58'24"E along the southerly line of the Southwest Quarter of said Section 34 a distance of 2665.11 feet to the south quarter corner of said Section 34;

THENCE N89°58'18"E along the southerly line of the Southeast Quarter of said Section 34 a distance of 2664.84 feet to the southeast corner of said Section 34;

THENCE N89°53'33"E along the southerly line of the Southwest Quarter of Section 35, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, a distance of 2437.91 feet to the north quarter corner of said Section 2;

THENCE S00°23'46"W along the easterly line of the Northwest Quarter of said Section 2 a distance of 2627.94 feet to the center quarter corner of said Section 2;

THENCE N89°05'58"W along the southerly line of said Northwest Quarter a distance of 1336.86 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 2;

THENCE N00°38'27"E along the easterly line of the South Half of the Southwest Quarter of said Northwest Quarter a distance of 651.41 feet to the northeast corner of said South Half of the Southwest Quarter of the Northwest Quarter of Section 2;

THENCE N89°16'42"W along the northerly line of said South Half of the Southwest Quarter of the Northwest Quarter a distance of 1338.02 feet to the westerly line of said Northwest Quarter;

THENCE S00°33'30"W along the said westerly line a distance of 312.15 feet to the northeast corner of a tract of land described in Book 367, Page 95, Douglas County Clerk and Recorder's Office;

THENCE along the northerly and westerly lines of said tract of land the following two (2) courses:

1) S89°49'52"W a distance of 260.16 feet;

2) THENCE S00°33'30"W a distance of 335.09 feet to the southerly line of the Northeast Quarter of said Section 3;

THENCE the following four (4) courses along an existing fence line:

1) N89°31'27"W a distance of 1155.28 feet;

2) THENCE N89°53'30"W a distance of 1240.29 feet;

3) THENCE N89°56'45"W a distance of 1273.62 feet;

4) THENCE N89°52'50"W a distance of 1381.68 feet;

THENCE N00°13'15"E along the westerly line of said Northwest Quarter of Section 3 a distance of 2563.24 feet;

THENCE N89°56'12"E along the southerly line of the Southeast Quarter of Section 33, Township 5 South, Range 66 West of the Sixth Principal Meridian, a distance of 225.03 feet to the POINT OF BEGINNING;

Containing 451.541 acres, more or less, AND EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

8815149 - 07/06/88 16:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 13/ 16
R0801 - P0483 - \$55.00

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER;
THENCE N00°36'49"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 829.29 FEET TO A POINT ON A NON-TANGENT CURVE, WHENCE THE CENTER OF SAID CURVE BEARS S12°20'47"E;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°12'33" AND A RADIUS OF 1,438.00 FEET, A DISTANCE OF 858.57 FEET TO A POINT OF TANGENT;
THENCE S68°08'14"E ALONG SAID TANGENT LINE A DISTANCE OF 529.05 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57°10'18" AND A RADIUS OF 730.00 FEET, A DISTANCE OF 728.42 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER;
THENCE S89°14'29"W ALONG SAID SOUTH LINE A DISTANCE OF 1,770.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,177,598 SQUARE FEET OR 27.0339 ACRES, MORE OR LESS.

Total area annexed 425 acres, as more particulaly described on page 3, herein:

8815149 - 07/06/88 16:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 14/ 16 \$55.00

BEGINNING at the southwest corner of Section 34, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado;
THENCE N89°58'24"E along the southerly line of the Southwest Quarter of said Section 34 a distance of 2665.11 feet to the south quarter corner of said Section 34;

THENCE N89°58'18"E along the southerly line of the Southeast Quarter of said Section 34 a distance of 2664.84 feet to the southeast corner of said Section 34;

THENCE N89°53'33"E along the southerly line of the Southwest Quarter of Section 35, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, a distance of 2437.91 feet to the north quarter corner of said Section 2;

THENCE S00°23'46"W along the easterly line of the Northwest Quarter of said Section 2 a distance of 2627.94 feet to the center quarter corner of said Section 2;

THENCE N89°05'58"W along the southerly line of said Northwest Quarter a distance of 1336.86 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 2;

THENCE N00°38'27"E along the easterly line of the South Half of the Southwest Quarter of said Northwest Quarter a distance of 651.41 feet to the northeast corner of said South Half of the Southwest Quarter of the Northwest Quarter of Section 2;

THENCE N89°16'42"W along the northerly line of said South Half of the Southwest Quarter of the Northwest Quarter a distance of 1338.02 feet to the westerly line of said Northwest Quarter;

THENCE S00°33'30"W along the said westerly line a distance of 312.15 feet to the northeast corner of a tract of land described in Book 367, Page 95, Douglas County Clerk and Recorder's Office;

THENCE along the northerly and westerly lines of said tract of land the following two (2) courses:

1. S89°49'52"W a distance of 260.16 feet;
2. THENCE S00°33'30"W a distance of 335.09 feet to the southerly line of the Northeast Quarter of said Section 3;

THENCE the following three (3) courses along an existing fence line:

1. N89°31'27"W a distance of 1155.28 feet;
2. THENCE N89°53'30"W a distance of 1240.29 feet;
3. THENCE N89°56'45"W along a line non-tangent with the following described curve a distance of 889.84 feet;

THENCE along the arc of a curve to the left having a central angle of 55°22'21", a radius of 730.00 feet, a chord bearing N39°51'48"W a distance of 678.36 feet, and an arc distance of 705.49 feet;

THENCE N67°32'58"W along a line tangent with the last and following described curves a distance of 529.05 feet;

THENCE along the arc of a curve to the left having a central angle of 34°03'50", a radius of 1438.00 feet, a chord bearing N84°34'53"W a distance of 842.39 feet; and an arc distance of 854.93 feet;

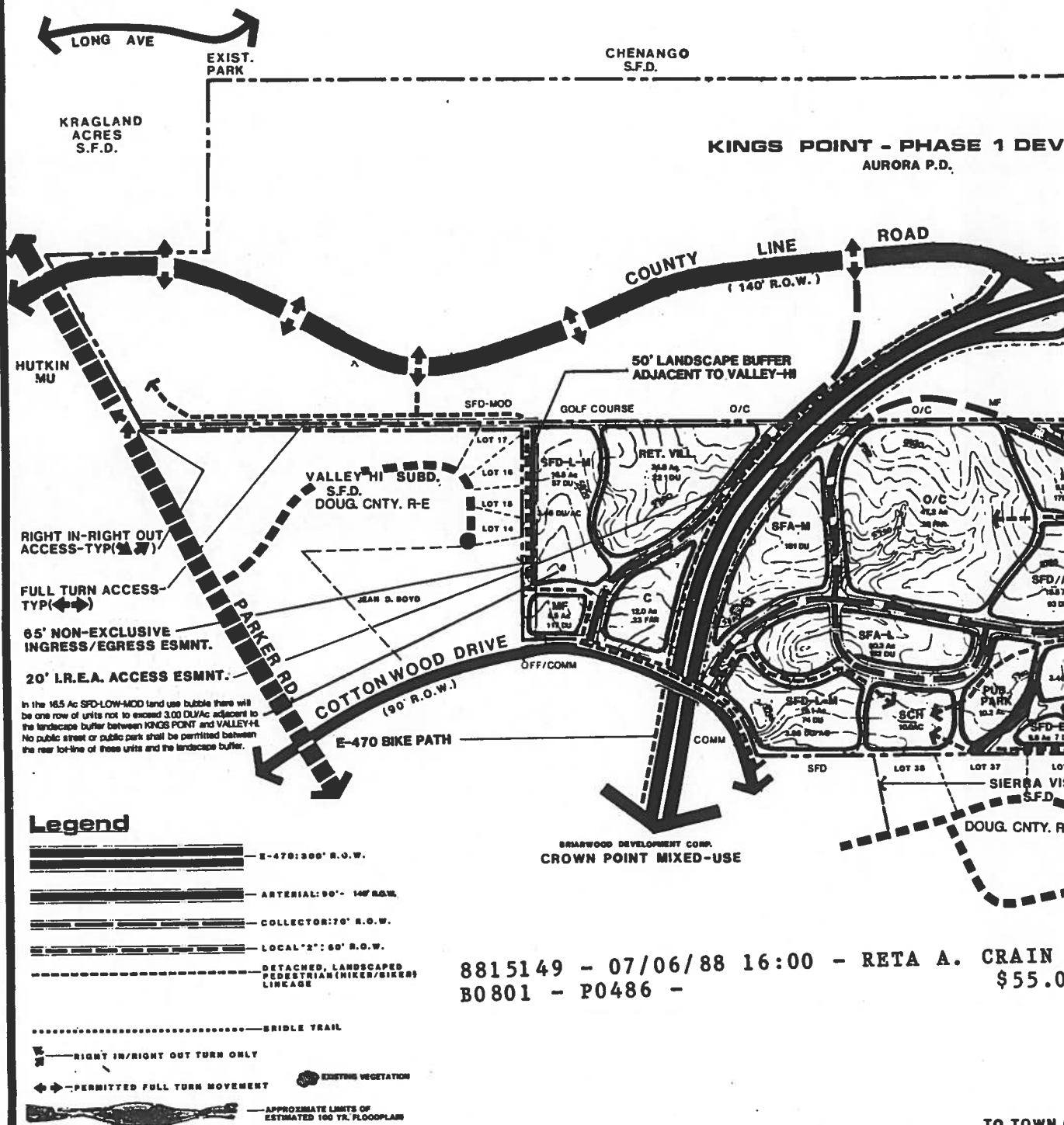
THENCE N00°13'15"E along a line non-tangent with the last described curve also being the westerly line of said Northwest Quarter of Section 3 a distance of 1764.19 feet;

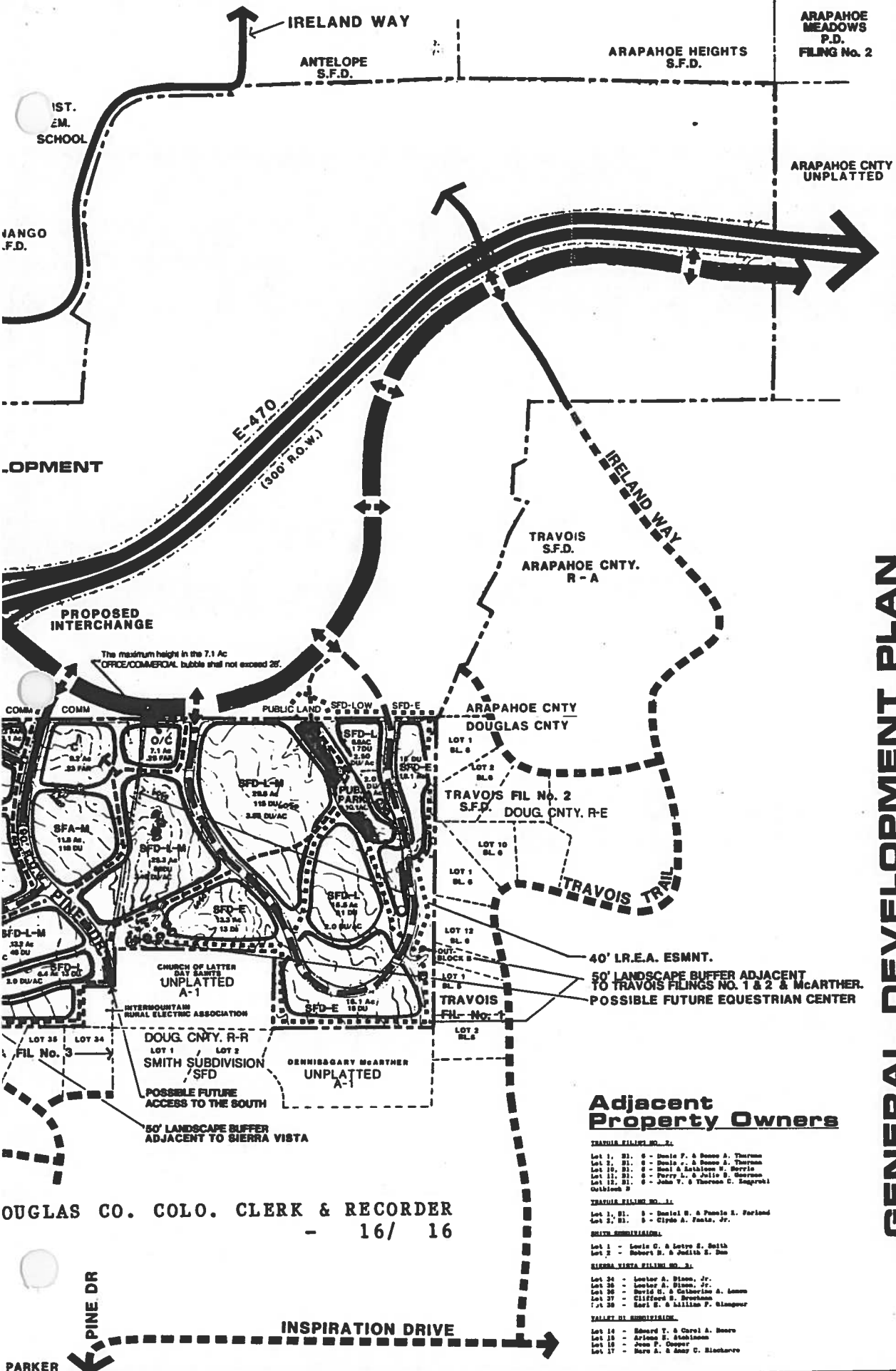
THENCE N89°56'12"E along the southerly line of the Southeast Quarter of Section 33, Township 5 South, Range 66 West of the Sixth Principal Meridian, a distance of 225.03 feet to the POINT OF BEGINNING;

8815149 - 07/06/88 16:00 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER - 15/ 16
B0801 - P0485 - \$55.00

Land Use	Acreage	Units	% Of Total Acreage	Density
SFD-EST	94.1	01	13.3	0.73-0.93
SFD-LOW	39.7	01	5.7	2.00-1.90
SFD-LOW-MED	102.0	200	14.3	2.00-1.50
SFD SUBTOTAL	191.7	403	24.9	
SFM/SFA CLUSTERS	15.3	86	2.7	6.00
SFA-LOW	30.3	103	4.7	9.00
SFA-MED	23.3	290	3.0	16.00
SFA SUBTOTAL	58.7	384	15.4	
MULTI-FAMILY	18.4	200	2.9	10.00
RETIREMENT VILLAGE	24.0	221	3.0	12.00
MULTI-FAMILY SUBTOTAL	41.3	416	6.9	
RESIDENTIAL SUBTOTAL	298.8 AC	1863 DU	96.8%	8.57 DU/AC (NET)
COMMERCIAL	24.3	243,457	6.7	33.9 AC
OFFICE/COMMERCIAL	64.3	603,194	12.7	39.9 AC
NON-RESIDENTIAL SUBTOTAL	78.6 AC	906,743 SF	16.4%	
SCHOOL	19.8		3.3	
PUBLIC LAND	39.3		4.7	
OPEN SPACE SUBTOTAL	30.3 AC		7.2%	
ARTERIAL & R-470 SUBTOTAL	20.3 AC		4.8%	
TOTAL	427.8 AC	1863 DU	100%	2.88 DU/AC (GROSS)

908,7438.F.





GENERAL DEVELOPMENT PLAN

GOLF COURSE ARCHITECT:
RICHARD PHELPS
 P.O. BOX 3296
 EVERGREEN, CO 80439
 (303) 670-0478

CIVIL ENGINEER:
MERRICK & CO.
 10855 EAST BETHANY
 AURORA, COLO. 80014
 (303) 751-0741

LAND PLANNER:
DAVID A. CLINGER ASSOCIATES
 23568 PONDVIEW PLACE
 GENESEE VILLAGE, CO 80401
 (303) 526-9126



SCALE: 1" = 500'

PHASE II
KINGS POINT
FOR FIRST CAPITOL CORPORATION
 3300 PARKER ROAD, SUITE 400
 DENVER, COLORADO 80222
 (303) 671-1000

Adjacent Property Owners

- TRAVIS FILING NO. 2:**
 Lot 1, Bl. 6 - Duane F. & Susan A. Thurman
 Lot 2, Bl. 6 - Duane F. & Susan A. Thurman
 Lot 10, Bl. 6 - Duane F. & Susan A. Thurman
 Lot 11, Bl. 6 - Duane F. & Susan A. Thurman
 Lot 12, Bl. 6 - Duane F. & Susan A. Thurman
 Outlook 9
- TRAVIS FILING NO. 1:**
 Lot 1, Bl. 6 - Duane F. & Susan A. Thurman
 Lot 2, Bl. 6 - Duane F. & Susan A. Thurman
 Outlook 9
- SMITH SUBDIVISION:**
 Lot 1 - Lewis G. & Lettie S. Smith
 Lot 2 - Robert S. & Judith A. Smith
- ELGIN VISTA FILING NO. 2:**
 Lot 24 - Lester A. Binn, Jr.
 Lot 25 - Lester A. Binn, Jr.
 Lot 26 - David G. & Catherine A. Lamm
 Lot 27 - Clifford S. Swanson
 Lot 28 - Earl S. & William F. Glangour
- VALLEY HILL SUBDIVISION:**
 Lot 14 - Edward T. & Carol A. Moore
 Lot 15 - Arlene S. Stokinson
 Lot 16 - Jean F. Cooper
 Lot 17 - Mary A. & Amy C. Blockmore

DOUGLAS CO. COLO. CLERK & RECORDER
 - 16/ 16

EXHIBIT B

DATE:
 JAN. 25, 1988

REVISIONS:
 MAR. 2, 1988
 MAY 14, 1988

SHEET 2 OF 5



City of Aurora
COUNCIL MEETING
AGENDA ITEM-HISTORY/COMMENTARY

Item Title:	Consideration to Approve Final Annexation, Zoning & Comprehensive Plan Ordinances & Annexation Agreement for Kings Point North & South Annexation (Northeast of Parker Rd. & County Line Rd. Ext.)	Agenda No. 9a-j Agenda Date 4-18-88
Item Initiator:	Planning Department	Signature <i>[Signature]</i>
Staff Source:	Peter Grosshuesch, Chief Planner <i>[Signature]</i>	
Recommended for Council Action	City Manager <i>[Signature]</i>	

ITEM HISTORY (Previous City Council reviews, actions related to this item, other pertinent history)

This item was discussed by City Council in study session on January 25, 1988. The related annexation petition and the annexation ordinance for Kings Point South were approved by Council on introduction on January 11, 1988. The Comprehensive Plan amendments and zoning ordinances for Kings Point North and Kings Point South were approved on introduction on March 28, 1988.

Owner: First Capitol Corporation
Size: 428 acres

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.)

This proposed annexation is located in Sections 2 and 3, T6S, R66W, in Douglas County and Sections 33, 34 and 35, T5S, in Arapahoe County. It is located Northeast of Parker Road and County Line Road (ext.). Attached is a vicinity map for the property.

The annexor will be following the City's model annexation agreement for Kings Point South in its entirety, a copy of which is attached for your reference. The Kings Point North annexation agreement was previously approved by City Council.

Action Proposed

- Approve Annexation Agreement for Kings Point South
- Final Annexation Ordinances
- Final Comprehensive Plan Ordinances
- Final Zoning Ordinances

City of Aurora
COUNCIL MEETING
AGENDA ITEM-MINUTES/LEGAL/IMPACTS

Item Title: Consideration to Approve Final Annexation, Zoning & Comprehensive Plan Ordinances & Annexation Agreement for Kings Point North & South Annexation (Northeast of Parker Rd. & County Line Rd. Ext.)

Agenda No. 9a-j
Agenda Date
4-18-88

Staff Source:

Peter Grosshuesch, Chief Planner

Peter Grosshuesch

MINUTES SUMMARY (Summary of any minutes pertinent to this item)

Not applicable.

LEGAL COMMENTS

The proposed annexation agreement is the city's model agreement. The alternative model language is used on page 3 regarding water service.

Legal considerations in Making Motion:

Signature: *Robert M. Lyons*

PUBLIC FISCAL IMPACT

Detailed fiscal analysis was provided with the introduction of the initial zoning ordinance on March 28, 1988.

Signatures: *Peter Grosshuesch* (Dept.) Not applicable. (Budget)

PRIVATE FISCAL IMPACT (Provide explanation if box other than "not applicable" checked)

☒ Not Applicable ☐ Insignificant ☐ Material

Signature: *Peter Grosshuesch*

017

9a
4-18-88

K.P. SOUTH:04/06/88
FINAL DRAFT

AGREEMENT

THIS AGREEMENT made and entered into this day _____ of _____, A.D. 1988, by and between FIRST CAPITAL CORPORATION, a Colorado corporation, hereinafter referred to as "ANNEXOR," and the CITY OF AURORA, a municipal corporation, of the Counties of Adams and Arapahoe, State of Colorado, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, ANNEXOR is the owner of the property described in Exhibit "A", attached hereto (the "Property") and has filed a petition to annex said property to the CITY; and

WHEREAS, the parties mutually agree pursuant to City Code §41-775 that the annexation of the property to the CITY shall not create any additional cost or impose additional burden on the existing residents of the CITY to provide public facilities and services to the property after annexation.

In consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them.

IT IS AGREED:

I

DEFINITIONS

"Annexor" shall mean and refer to the ANNEXOR, and his heirs, successors, assigns, and designees.

"Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage channels or storm drainage areas.

"Extraordinary public improvements" shall mean and refer to those improvements which have city-wide or regional benefits or are otherwise in excess of Annexor's responsibilities under this agreement. Examples of such improvements include but are not

limited to oversizing of highways or crossings, interchanges, and regional recreational facilities.

"Sewer Interceptor Lines" shall mean and refer to sewer lines larger than twelve inches (12") in diameter.

"Streets" shall mean and refer to residential, commercial, collector, minor and principal arterial streets, highways, expressways, and roadways.

"Water Transmission Lines" shall mean and refer to water lines larger than twelve inches (12") in diameter.

II

STREETS

- A. ANNEXOR shall dedicate all rights-of-way for public streets, including E-470 and interchange, if necessary, for the full width thereof, as required by the CITY Code of the City of Aurora, Colorado, and design and fully improve to CITY standards all public streets within the property, and one-half of all streets lying on or abutting the exterior boundaries of the property, excepting E-470, without cost to CITY. Such dedication of streets shall occur pro rata at the time of subdivision platting; however, ANNEXOR agrees to dedicate such rights of way at an earlier time when determined by CITY to be required for commencement of construction of such streets or for extension of utilities.
- B. ANNEXOR agrees to convey to CITY an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one foot incline for every three feet of distance. Said easement shall be released to ANNEXOR at such time as the adjacent property is filled and maintained at grade.
- C. ANNEXOR shall pay a per acre off-site traffic impact fee as established by ordinance for the acreage within the property for the improvement and extension of off-site transportation facilities. Such fee shall be due and payable pro-rata based upon the acreage of each plat at the time of subdivision approval as the property is platted. ANNEXOR agrees to include the property in districts or other mechanisms established by CITY for improvement of roadways and E-470.
- D. ANNEXOR shall pay for installation of traffic and street signs and traffic control devices for all streets within the property. ANNEXOR will advance the funds required for signalization of perimeter streets when needs meet the

required warrants as determined by CITY, subject to reimbursement on an equitable pro rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be administered by CITY by separate agreement between ANNEXOR and CITY.

III

WATER AND SEWER

A. ANNEXOR agrees to install water distribution and sewer collection lines within the Property in accordance with the CITY'S standards and specifications and pursuant to plans approved by the CITY. The CITY agrees to install water transmission lines and sewer interceptor lines to the Property at a point nearest CITY'S existing facilities, in accordance with its master plan. ANNEXOR agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water and sewer lines to serve the area described herein, or for transmission through the area described herein, not less than sixteen feet (16') in width for a sanitary sewer or water line, and not less than twenty-six feet (26') in width when a parallel water and sewer line must be installed. The ANNEXOR shall grant additional temporary construction easements for installation of water and sewer mains where required by the CITY. ANNEXOR agrees to develop and provide to the CITY for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe transmission facilities and, to extent possible, distribution facilities.

B. [The CITY acknowledges its obligation to provide utility service to the Property, once annexed, as required for ANNEXOR's development of the Property as fully zoned. The CITY shall provide water and sewer service to the Property within a reasonable period of time after notification of need by the ANNEXOR as required for development of the Property. Notwithstanding the foregoing, the CITY's obligation to provide water and sewer service to the Property shall not be required until such time as the necessary transmission distribution and interceptor facilities are in place, sufficient fees paid and satisfaction of all other platting requirements. ANNEXOR agrees to pay to CITY a per acre Water Transmission Development Fee and a per acre Sewer Interceptor Fee as established by ordinance for the acreage within the Property. The Water Transmission Development Fee and Sewer Interceptor Development Fee shall be due and payable pro-rata based upon the acreage of each plat at the time of CITY approval of each subdivision plat within the Property. The

ALT. Model

fee amount shall be that in effect at the time of payment. ANNEXOR further agrees to make additional payments on the balance of the Water Transmission fee and Sewer Interceptor fee from time to time to extend water transmission and sewer interceptor lines to serve the Property as needed for development. In the event that the total amount of such fees is insufficient to fund extensions of the lines, ANNEXOR may proceed under a separate agreement with CITY to design and construct the required line extensions at his cost as provided in Section IX herein.

- C. If CITY is unable to provide water and sewer service in a timely fashion to the Property in accordance with ANNEXOR's development schedule, ANNEXOR may provide for interim water and sewer service to the Property. Approval of the interim service measures shall be subject to a separate agreement between the ANNEXOR and City Council.

The separate agreement shall address:

1. The definition of type of service to be provided (including the source).
2. Any limitations on the use of service.
3. Conditions and terms for termination of interim service.
4. Payments to CITY for conversion to the City's permanent system for full services.
5. Ownership of the interim facilities.
6. Specifics on operation and maintenance of such facilities.
7. Interim facilities to be designed pursuant to City standards, and shall be reviewed for same by the City.
8. City Council's determination whether any credit shall be given to the Annexor resulting from the integration of the interim facility into the City's permanent system.

- D. If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be no obligation on the part of the CITY to provide such utilities services to the areas within any such district, unless it be done by mutual agreement between the CITY and such district. However, if requested by the CITY, the ANNEXOR shall petition for exclusion from the district. In the event of exclusion, the CITY shall assume responsibility for service to the annexed area, and the ANNEXOR shall comply with all applicable utilities service provisions contained herein.

- E. The parties mutually agree that ANNEXOR shall design and install water lines and fire hydrants within the lands described herein in accordance with CITY'S standards and

specifications, subject to approval of the City Engineer, the Department of Utilities, and the Fire Department. It is expressly understood that the CITY may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants.

- F. Notwithstanding the fees provided in this Article III, if provisions of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third party authorities, ANNEXOR shall provide such funds as and when required by such service agency.
- G. ANNEXOR will pay tap fees as are required by the CITY at the time said taps are needed. The ANNEXOR agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the CITY, and are subject to any other general restrictions of the CITY, or regional service agencies, relating to the provision of water and sanitary sewer service.
- H. Within thirty (30) days of final annexation the ANNEXOR shall transfer by special warranty deed the rights to all deep well aquifers underlying the Property to the CITY. The deep well aquifers to be included in this transfer are the Denver, Dawson-Arkose, Arapahoe, and Laramie-Fox Hills.
- I. The drilling of water wells upon the Property shall not be commenced or undertaken without the approval of the City having first been obtained.
- J. The ANNEXOR grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate and use any and all groundwater within the Denver, Dawson-Arkose, Arapahoe and Laramie-Fox Hills aquifers underlying the Property. The ANNEXOR irrevocably consents in perpetuity, on behalf of itself and any and all successors in title, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended to the withdrawal, appropriation and use by the CITY of all such groundwater, and agree to execute any additional or supplemental consents thereto that may be required for the the CITY to withdraw, appropriate, or use said groundwater.

IV

STORM DRAINAGE

- A. ANNEXOR shall dedicate rights of way, and design and construct storm drainage facilities within the property in conformance with the regulations and ordinances of the CITY.

ANNEXOR shall participate in the city drainage basin program, including payment of the per acre drainage basin fees for basin-wide facilities established by CITY's master drainage plan and ordinances. The fee shall be payable pro rata based upon the acreage of each plat at the time of subdivision approval.

- B. In the event the ANNEXOR desires to complete the development of any portion of the annexed lands prior to completion of the storm drainage improvements to major drainways by the CITY, the ANNEXOR may make those improvements at his expense. The CITY may, at its option, agree to reimburse the ANNEXOR at a future date for ANNEXOR'S cost for construction of said improvements. ANNEXOR shall petition for annexation to Urban Drainage Flood Control District when platting occurs on any part of the property. (If located East of Powhatan Road.)

V

CROSSINGS

- A. The parties mutually agree that whenever it is found and determined by CITY that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within or adjacent the Property CITY shall specify design criteria, and ANNEXOR shall construct the crossing, including transition improvements, in conjunction with the development of the property. The crossings required for the described property shall be constructed in conformance with CITY standards.
- B. If a crossing is required on the exterior boundary of the Property, ANNEXOR shall be responsible for his proportionate share of the construction cost as determined by CITY.

VI

PUBLIC LAND DEDICATION

- A. ANNEXOR, agrees to dedicate to CITY, or pay cash in lieu of land if required by CITY, at the time of platting areas to be used for public purposes. Lands dedicated shall be acceptable to CITY and shall comprise six (6) percent of residential and two (2) percent of non-residential lands. All dedicated lands shall be platted by ANNEXOR in accordance with the CITY'S subdivision regulations. ANNEXOR agrees that if between the time of annexation and subdividing, any of the described property is rezoned from a non-residential to a residential classification, or a

residential zoned area is rezoned to a higher density the CITY may require additional land dedications at the time of subdivision platting. ANNEXOR agrees to pay to CITY at the time of building permit application a per dwelling unit park development fee as enacted by City Council by ordinance.

- B. To the extent the described property is to be zoned residential, ANNEXOR agrees to enter into an agreement with the appropriate School District to provide for dedication to the District of an amount of land comprising at least four (4) percent of the residential property, or cash in lieu of land as may be agreed upon between the District and ANNEXOR. Such dedication shall occur pro rata at the time of platting for residential uses. In the event, the ANNEXOR and School District are unable to reach agreement, CITY shall require the appropriate dedication or cash in lieu of land in addition to any other dedication provided herein.
- C. The ANNEXOR agrees that lands to be donated for public purposes shall include all site and public improvements, including but not limited to water, sewer, curb, gutter, streets and sidewalks, at the time of conveyance. No lands to be dedicated for public purposes shall be disturbed by ANNEXOR in any manner to disrupt the natural landscape, unless first approved by the CITY. ANNEXOR agrees that all lands donated to the CITY shall not be used as a borrow or fill area by the ANNEXOR.

VII

ZONING AND DESIGN

The parties recognize that it is the intent of ANNEXOR to develop the property in a manner generally consistent with the Zoning Map, Exhibit "B", attached hereto, and that the granting of such zoning is a condition to annexation of the property. ANNEXOR agrees that the design, improvement, construction, and development of the property described herein shall be in substantial conformance with the City of Aurora Design Guidelines as those requirements exist at the time of site plan application.

VIII

URBAN SERVICES

ANNEXOR acknowledges that the property is located beyond the area of existing CITY services. The CITY will extend services to the property in an orderly manner as provided by CITY'S Urban Service Extension ordinance. In the event the property develops prior to the date of extension, ANNEXOR agrees to pay the Urban

Services Extension Fee as established by ordinance upon the granting of certificate of occupancy for structures on the property. ANNEXOR shall continue to pay said fee until the CITY's Urban Service Area is extended to include the property, at which time the obligation to pay the fee shall terminate.

IX

PUBLIC FACILITY EXTENSION

Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be pursuant to a payback agreement to reimburse ANNEXOR from lands abutting such facilities for ANNEXOR's costs to extend public facilities which benefit such intervening lands. If extension is infeasible, temporary infrastructure improvements may be provided subject to agreement of the parties.

X

GENERAL PROVISIONS

- A. THIS AGREEMENT shall be recorded with the Clerk and Recorder in Douglas County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. ANNEXOR shall notify CITY of assignments and the names of assignees.
- B. In order to facilitate construction of improvements and subject to CITY's rights of review and approval under the laws of the State of Colorado, CITY will consider the creation of one or more districts, including but not limited to special districts, general improvement districts and metropolitan districts authorized pursuant to Titles 31 and 32, C.R.S., to provide financing and/or CITY participation in extraordinary public improvements which directly benefit areas outside the property. ANNEXOR agrees that any special districts established within the Property shall not levy, charge or collect a sales tax, nor shall such districts apply for or request Colorado Conservation Trust Funds as supplemented by the State Lottery.
- C. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of CITY'S legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the

enactment by CITY of any fee which is of uniform or general application.

- D. No right or remedy of disconnection of the described property from the CITY shall accrue from this agreement, other than that provided by Colorado Revised Statutes Section 31-12-119. ANNEXOR covenants that the Urban Service Extension Fee shall not constitute grounds for disconnection. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, CITY shall have no obligation to serve the disconnected property and this agreement shall be void and of no further force and effect as to such property.
- E. If the annexation of the property or any portion thereof is voided by initiative, CITY agrees to cooperate with ANNEXOR to continue providing water and sewer service to the property disconnected. CITY and ANNEXOR agree to pursue all reasonable methods to continue such service, including but not limited to extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on part of CITY to continue service.
- F. If the annexation of the property or any portion thereof is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the property from CITY, then this Annexation Agreement and all provisions contained herein shall be null and void and of no further effect. If the referendum challenge fails, then ANNEXOR and CITY shall continue to be bound by all the terms and provisions of this Annexation Agreement.
- G. In the event that the annexation of the property or any portion thereof is voided by final action of any court (such action not being associated with a referendum or initiative action), CITY and ANNEXOR shall cooperate to cure the legal defect which resulted in disconnection of the property, and upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the property to CITY pursuant to §31-12-121 of the Colorado Revised Statutes, 1973, and City Code §39-85(d). ANNEXOR shall reapply for annexation as and when the property becomes eligible for annexation as determined by CITY.
- H. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the Courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

I. All fees recited in this Agreement shall be subject to amendment by City Council by Ordinance. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein.

J. Pursuant to a separate agreement and the exercise of CITY's sole discretion, CITY will consider the utilization by CITY, ANNEXOR, or a District or Districts created by ANNEXOR of an amount not to exceed and measured by twenty-five (25) percent of CITY's share of the CITY sales taxes generated and collected within the Property for payment of bonded indebtedness or other financing of Extraordinary Public Improvements, as defined in Article I of this Agreement.

K. ANNEXOR agrees to include the property in Public Improvement Districts as may be organizing by CITY pursuant to the provisions of Title 31, Article 25 Part VI, C.R.S. 1973.

L. 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, between the parties hereto. Except as provided in paragraph X I, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

M. This Agreement shall terminate and expire thirty-five (35) years from the date of execution hereof. Thereafter, so long as the Property is located within the municipal boundaries of CITY, it shall continue to be subject to the ordinances, rules and regulations of CITY. Termination of this agreement shall not affect the zoning of the property existing at the time of termination.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement the day and year first above written.

FIRST CAPITAL CORPORATION,
a Colorado corporation

By: _____
President

CITY OF AURORA, COLORADO,
a municipal corporation

By: _____
Mayor

ATTEST:

Donna L. Young, Deputy City Clerk

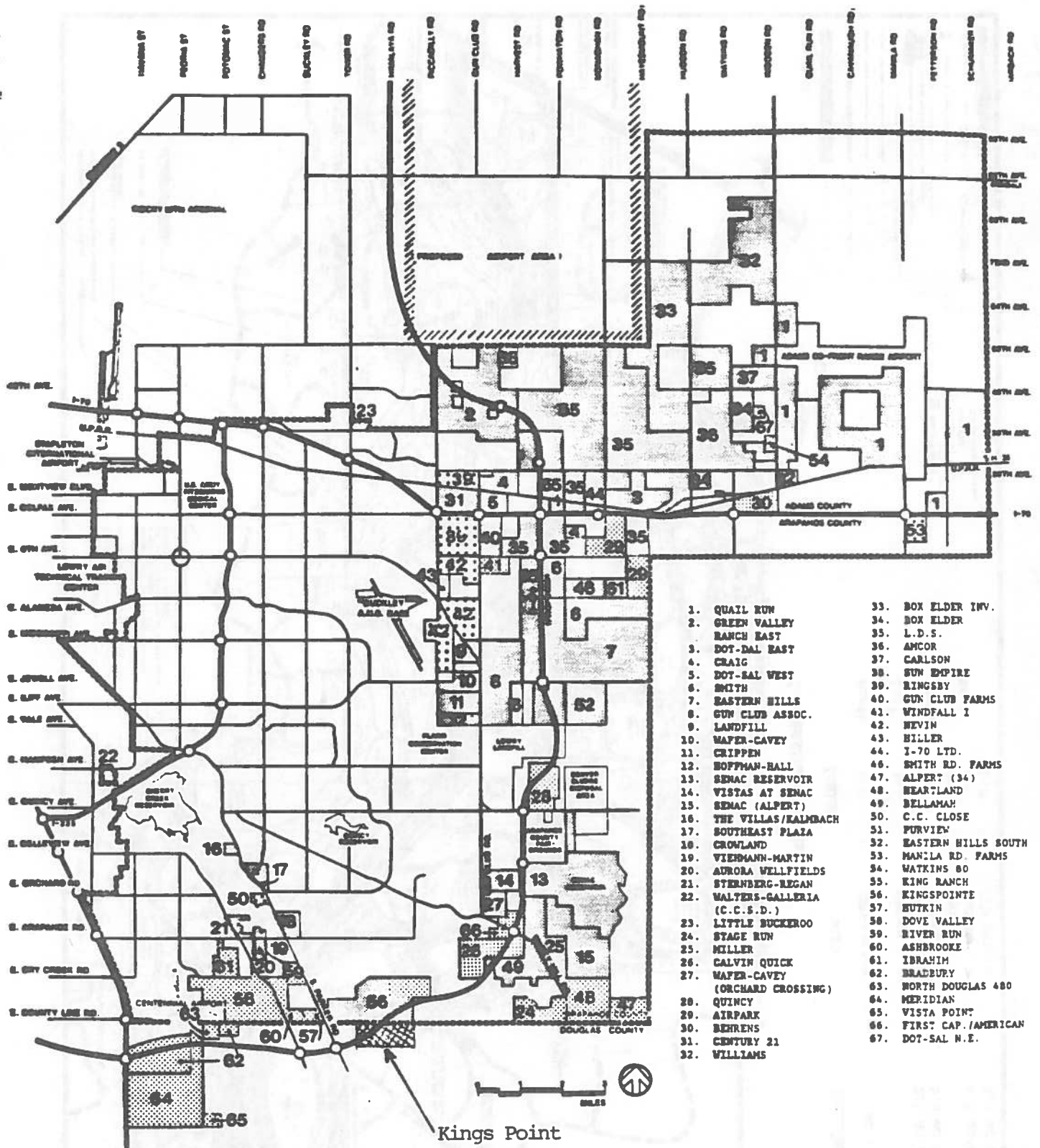
STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1988, by _____
_____ as _____.

Witness my hand and official seal.

My commission expires:_____.

Notary Public



ANNEXATION MAP

9-15-87



- ANNEXATIONS UNDER CONSIDERATION
- ANNEXATION PETITION ACCEPTED BY CITY COUNCIL
- ANNEXATIONS FINALED BY COUNCIL

348
EFFECTIVE DATE: 5-20-88

ORDINANCE NO. 88-12

DC8812331

A BILL

FOR AN ORDINANCE ANNEXING CERTAIN UNINCORPORATED
LANDS SITUATE IN THE NORTH 1/2 OF SECTION 4,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL
MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO,
TO THE CITY OF AURORA. 2.1 ACRES
(KINGS POINT SOUTH, PHASE II)

WHEREAS, a petition has been filed with the City Clerk of the City of Aurora, Colorado, requesting that the annexation of the hereinafter described territory be made to the City of Aurora, Colorado; and

WHEREAS, the City Council hereby finds and determines that said Petition was signed by one hundred per cent (100%) of the owners of the property proposed to be annexed, exclusive of streets and alleys, and that by virtue thereof, such territory may be annexed to the City of Aurora without notice or hearing or election; and

WHEREAS, the City Council hereby finds and determines that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Aurora, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City of Aurora, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future, and that the territory proposed to be annexed is integrated or is capable of being integrated with City of Aurora, Colorado; and

WHEREAS, all matters and things required by law to be done prior to the annexation of said property to the City of Aurora have been duly performed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory situate in the County of Douglas, State of Colorado, described in Exhibit "A" attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

8812331 - 06/01/88 15:15 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 1/3
B0795 - P0010 - \$9.00

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this Ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, A.D., 1989.

Section 3. That the Petition for Annexation contained a request for zoning concurrent with annexation, and that this Ordinance annexing said territory is expressly made subject to the granting of said zoning, as requested.

Section 4. That within thirty (30) days after the effective date of this Ordinance, the City Clerk be and she is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation Ordinance in the office of the City Clerk of the City of Aurora, Colorado.
- B. File two certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

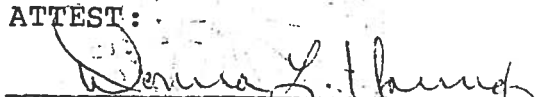
Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this 11th day of January, A.D. 1988.

PASSED AND ORDERED PUBLISHED by reference this 18th day of April, A.D. 1988.


PAUL E. TAUER, Mayor

ATTEST:


DONNA L. YOUNG, Deputy City Clerk

APPROVED AS TO FORM:



(OAN.KING2)

8812331 - 06/01/88 15:15 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B0795 - P0011 - \$9.00
- 2/ 3

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land located in the North Half of Section 4, Township 6 South, Range 66 West of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

BEGINNING at the northeast corner of said Section 4;

THENCE S00°13'15"W along the easterly line of the Northeast Quarter of said Section 4 a distance of 33.00 feet to the southerly line of a tract of land described in Book 336, Page 87, Douglas County Clerk and Recorder's Office;

THENCE S89°56'12"W along said southerly line and being parallel with and 33.00 feet southerly of the southerly line of the Southeast Quarter of Section 33, Township 5 South, Range 66 West of the Sixth Principal Meridian, a distance of 2411.07 feet to the prolongation of the westerly line of said Southeast Quarter of Section 33;

THENCE S89°54'31"W continuing along said southerly line being parallel with and 33.00 feet southerly of the southerly line of the Southwest Quarter of said Section 33 a distance of 452.50 feet to the easterly line of State Highway 83, as recorded in Book 620, Page 598, Douglas County Clerk and Recorders Office;

THENCE N20°41'22"W along said easterly line a distance of 35.25 feet to the southerly line of the Southwest Quarter of said Section 33;

THENCE N89°54'31"E along said southerly line a distance of 464.91 feet to the south quarter corner of said Section 33;

THENCE N89°56'12"E along the southerly line of the Southeast Quarter of said Section 33 a distance of 2411.24 feet to the POINT OF BEGINNING;

Containing 2.174 acres, more or less.

8812331 - 06/01/88 15:15 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 3/ 3
B0795 - P0012 - \$9.00

500

ORDINANCE NO. 88-13

DC8812333

A BILL

FOR AN ORDINANCE ANNEXING CERTAIN UNINCORPORATED
 LANDS SITUATE IN THE NORTH 1/2 OF SECTION 3,
 AND NORTHWEST 1/4 OF SECTION 2,
 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL
 MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO,
 TO THE CITY OF AURORA. 424.5 ACRES
 (KINGS POINT SOUTH, PHASE II)

WHEREAS, a petition has been filed with the City Clerk of the City of Aurora, Colorado, requesting that the annexation of the hereinafter described territory be made to the City of Aurora, Colorado; and

WHEREAS, the City Council hereby finds and determines that said Petition was signed by one hundred per cent (100%) of the owners of the property proposed to be annexed, exclusive of streets and alleys, and that by virtue thereof, such territory may be annexed to the City of Aurora without notice or hearing or election; and

WHEREAS, the City Council hereby finds and determines that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Aurora, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City of Aurora, Colorado; the territory proposed to be annexed is urban or will be urbanized in the near future, and that the territory proposed to be annexed is integrated or is capable of being integrated with City of Aurora, Colorado; and

WHEREAS, all matters and things required by law to be done prior to the annexation of said property to the City of Aurora have been duly performed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory situate in the County of Douglas, State of Colorado, described in Exhibit "A" attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

8812333 - 06/01/88 15:18 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 1/ 5
 B0795 - P0013 - \$15.00

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this Ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, A.D., 1989.

Section 3. That the Petition for Annexation contained a request for zoning concurrent with annexation, and that this Ordinance annexing said territory is expressly made subject to the granting of said zoning, as requested.

Section 4. That within thirty (30) days after the effective date of this Ordinance, the City Clerk be and she is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation Ordinance in the office of the City Clerk of the City of Aurora, Colorado.
- B. File two certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference utilizing the ordinance title.

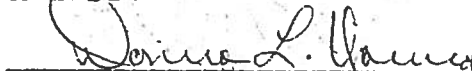
INTRODUCED, READ AND ORDERED PUBLISHED this 11th day of January, A.D. 1988.

PASSED AND ORDERED PUBLISHED by reference this 18th day of April, A.D. 1988.



PAUL E. TAUER, Mayor

ATTEST:


DONNA L. YOUNG, Deputy City Clerk

APPROVED AS TO FORM:



(OAN.KING3)

8812333 - 06/01/88 15:18 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 2/ 5
B0795 - P0014 - \$15.00

EXHIBIT A

PROPERTY DESCRIPTION

A parcel of land located in the North Half of Section 3, and the Northwest Quarter of Section 2, all in Township 6 South, Range 66 West, Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

BEGINNING at the southwest corner of Section 34, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado;
THENCE N89°58'24"E along the southerly line of the Southwest Quarter of said Section 34 a distance of 2665.11 feet to the south quarter corner of said Section 34;
THENCE N89°58'18"E along the southerly line of the Southeast Quarter of said Section 34 a distance of 2664.84 feet to the southeast corner of said Section 34;
THENCE N89°53'33"E along the southerly line of the Southwest Quarter of Section 35, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, a distance of 2437.91 feet to the north quarter corner of said Section 2;
THENCE S00°23'46"W along the easterly line of the Northwest Quarter of said Section 2 a distance of 2627.94 feet to the center quarter corner of said Section 2;
THENCE N89°05'58"W along the southerly line of said Northwest Quarter a distance of 1336.86 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 2;
THENCE N00°38'27"E along the easterly line of the South Half of the Southwest Quarter of said Northwest Quarter a distance of 651.41 feet to the northeast corner of said South Half of the Southwest Quarter of the Northwest Quarter of Section 2;
THENCE N89°16'42"W along the northerly line of said South Half of the Southwest Quarter of the Northwest Quarter a distance of 1338.02 feet to the westerly line of said Northwest Quarter;
THENCE S00°33'30"W along the said westerly line a distance of 312.15 feet to the northeast corner of a tract of land described in Book 367, Page 95, Douglas County Clerk and Recorder's Office;
THENCE along the northerly and westerly lines of said tract of land the following two (2) courses:
1) S89°49'52"W a distance of 260.16 feet;
2) THENCE S00°33'30"W a distance of 335.09 feet to the southerly line of the Northeast Quarter of said Section 3;
THENCE the following four (4) courses along an existing fence line:
1) N89°31'27"W a distance of 1155.28 feet;
2) THENCE N89°53'30"W a distance of 1240.29 feet;
3) THENCE N89°56'45"W a distance of 1273.62 feet;
4) THENCE N89°52'50"W a distance of 1381.68 feet;
THENCE N00°13'15"E along the westerly line of said Northwest Quarter of Section 3 a distance of 2563.24 feet;
THENCE N89°56'12"E along the southerly line of the Southeast Quarter of Section 33, Township 5 South, Range 66 West of the Sixth Principal Meridian, a distance of 225.03 feet to the POINT OF BEGINNING;

Containing 451.541 acres, more or less, AND EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

8812333 - 06/01/88 15:18 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 3/ 5
B0795 - P0015 - \$15.00

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER;
THENCE N00°36'49"W ALONG THE WEST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 829.29 FEET TO A POINT ON A NON-TANGENT CURVE, WHENCE THE CENTER OF SAID CURVE BEARS S12°20'47"E;
THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 34°12'33" AND A RADIUS OF 1,438.00 FEET, A DISTANCE OF 858.57 FEET TO A POINT OF TANGENT;
THENCE S68°08'14"E ALONG SAID TANGENT LINE A DISTANCE OF 529.05 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 57°10'18" AND A RADIUS OF 730.00 FEET, A DISTANCE OF 728.42 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER;
THENCE S89°14'29"W ALONG SAID SOUTH LINE A DISTANCE OF 1,770.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,177,598 SQUARE FEET OR 27.0339 ACRES, MORE OR LESS.

Total area annexed 424.5 acres.

8812333 - 06/01/88 15:18 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B0795 - P0016 - \$15.00 4/ 5

BEGINNING at the southwest corner of Section 34, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado;
THENCE N89°58'24"E along the southerly line of the Southwest Quarter of said Section 34 a distance of 2665.11 feet to the south quarter corner of said Section 34;
THENCE N89°58'18"E along the southerly line of the Southeast Quarter of said Section 34 a distance of 2664.84 feet to the southeast corner of said Section 34;
THENCE N89°53'33"E along the southerly line of the Southwest Quarter of Section 35, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, a distance of 2437.91 feet to the north quarter corner of said Section 2;
THENCE S00°23'46"W along the easterly line of the Northwest Quarter of said Section 2 a distance of 2627.94 feet to the center quarter corner of said Section 2;
THENCE N89°05'58"W along the southerly line of said Northwest Quarter a distance of 1336.86 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 2;
THENCE N00°38'27"E along the easterly line of the South Half of the Southwest Quarter of said Northwest Quarter a distance of 651.41 feet to the northeast corner of said South Half of the Southwest Quarter of the Northwest Quarter of Section 2;
THENCE N89°16'42"W along the northerly line of said South Half of the Southwest Quarter of the Northwest Quarter a distance of 1338.02 feet to the westerly line of said Northwest Quarter;
THENCE S00°33'30"W along the said westerly line a distance of 312.15 feet to the northeast corner of a tract of land described in Book 367, Page 95, Douglas County Clerk and Recorder's Office;

THENCE along the northerly and westerly lines of said tract of land the following two (2) courses:

1. S89°49'52"W a distance of 260.16 feet;
2. THENCE S00°33'30"W a distance of 335.09 feet to the southerly line of the Northeast Quarter of said Section 3;

THENCE the following three (3) courses along an existing fence line:

1. N89°31'27"W a distance of 1155.28 feet;
2. THENCE N89°53'30"W a distance of 1240.29 feet;
3. THENCE N89°56'45"W along a line non-tangent with the following described curve a distance of 889.84 feet;

THENCE along the arc of a curve to the left having a central angle of 55°22'21", a radius of 730.00 feet, a chord bearing N39°51'48"W a distance of 678.36 feet, and an arc distance of 705.49 feet;

THENCE N67°32'58"W along a line tangent with the last and following described curves a distance of 529.05 feet;

THENCE along the arc of a curve to the left having a central angle of 34°03'50", a radius of 1438.00 feet, a chord bearing N84°34'53"W a distance of 842.39 feet, and an arc distance of 854.93 feet;

THENCE N00°13'15"E along a line non-tangent with the last described curve also being the westerly line of said Northwest Quarter of Section 3 a distance of 1764.19 feet;

THENCE N89°56'12"E along the southerly line of the Southeast Quarter of Section 33, Township 5 South, Range 66 West of the Sixth Principal Meridian, a distance of 225.03 feet to the POINT OF BEGINNING;

8812333 - 06/01/88 15:18 - RETA A. CRAIN DOUGLAS CO. COLO. CLERK & RECORDER 5/
B0795 - P0017 - \$15.00