



**CITY OF BOULDER
PLANNING BOARD MEETING AGENDA**

DATE: November 6, 2014

TIME: 6 p.m.

PLACE: West Boulder Senior Center, 909 Arapahoe Avenue

1. CALL TO ORDER

2. APPROVAL OF MINUTES

The [August 21](#) and [September 18, 2014](#) minutes are scheduled for approval.

3. PUBLIC PARTICIPATION

4. DISCUSSION OF DISPOSITIONS, PLANNING BOARD CALL-UPS/CONTINUATIONS

5. PUBLIC HEARING ITEMS

A. [Public hearing and recommendation](#) on **Annexation and Initial Zoning for the following properties:**

1. 1950 Riverside Dr. (LUR2014-00059)

Applicant: Seana Grady

Owner: Seana Grady

2. 4415 Garnet Ln. (LUR2014-00061)

Applicant: Frank Alexander

Owner: Frank Alexander

3. 1085 Gapter Rd. (LUR2014-00064)

Applicant: Silvano and Elvira Deluca

Owner: Silvano and Elvira Deluca

4. 2200 Emerald Rd. (LUR2014-00065)

Applicant: Stephen and Amy Carpenter

Owner: Stephen and Amy Carpenter

5. 2350 Norwood Av. (LUR2014-00066)

Applicant: Marilyn Jorrie

Owner: Norwood Garden, LLC

6. 2140 Tamarack Av. (LUR2014-00070)

Applicant: Stephen Tebo

Owner: Stephen Tebo

6. MATTERS FROM THE PLANNING BOARD, PLANNING DIRECTOR, AND CITY ATTORNEY

A. [Information Item:](#) Joint Planning Board/City Council Study Session Summary on Planning Issues and the Boulder Valley Comprehensive Plan.

B. Discussion about Planning Board's annual letter to City Council

7. DEBRIEF MEETING/CALENDAR CHECK

8. ADJOURNMENT

**CITY OF BOULDER PLANNING BOARD
MEETING GUIDELINES**

CALL TO ORDER

The Board must have a quorum (four members present) before the meeting can be called to order.

AGENDA

The Board may rearrange the order of the Agenda or delete items for good cause. The Board may not add items requiring public notice.

PUBLIC PARTICIPATION

The public is welcome to address the Board (3 minutes* maximum per speaker) during the Public Participation portion of the meeting regarding any item not scheduled for a public hearing. The only items scheduled for a public hearing are those listed under the category PUBLIC HEARING ITEMS on the Agenda. Any exhibits introduced into the record at this time must be provided in quantities of ten (10) to the Board Secretary for distribution to the Board and admission into the record.

DISCUSSION AND STUDY SESSION ITEMS

Discussion and study session items do not require motions of approval or recommendation.

PUBLIC HEARING ITEMS

A Public Hearing item requires a motion and a vote. The general format for hearing of an action item is as follows:

1. Presentations

- a. Staff presentation (5 minutes maximum*)
- b. Applicant presentation (15 minute maximum*). Any exhibits introduced into the record at this time must be provided in quantities of ten (10) to the Board Secretary for distribution to the Board and admission into the record.
- c. Planning Board questioning of staff or applicant for information only.

2. Public Hearing

Each speaker will be allowed an oral presentation (3 minutes maximum*). All speakers wishing to pool their time must be present, and time allotted will be determined by the Chair. No pooled time presentation will be permitted to exceed ten minutes total.

- Time remaining is presented by a Green blinking light that means one minute remains, a Yellow light means 30 seconds remain, and a Red light and beep means time has expired.
- Speakers should introduce themselves, giving name and address. If officially representing a group, homeowners' association, etc., please state that for the record as well.
- Speakers are requested not to repeat items addressed by previous speakers other than to express points of agreement or disagreement. Refrain from reading long documents, and summarize comments wherever possible. Long documents may be submitted and will become a part of the official record.
- Speakers should address the Land Use Regulation criteria and, if possible, reference the rules that the Board uses to decide a case.
- Any exhibits introduced into the record at the hearing must be provided in quantities of ten (10) to the Secretary for distribution to the Board and admission into the record.
- Citizens can send a letter to the Planning staff at 1739 Broadway, Boulder, CO 80302, two weeks before the Planning Board meeting, to be included in the Board packet. Correspondence received after this time will be distributed at the Board meeting.

3. Board Action

- d. Board motion. Motions may take any number of forms. With regard to a specific development proposal, the motion generally is to either approve the project (with or without conditions), to deny it, or to continue the matter to a date certain (generally in order to obtain additional information).
- e. Board discussion. This is undertaken entirely by members of the Board. The applicant, members of the public or city staff participate only if called upon by the Chair.
- f. Board action (the vote). An affirmative vote of at least four members of the Board is required to pass a motion approving any action. If the vote taken results in either a tie, a vote of three to two, or a vote of three to one in favor of approval, the applicant shall be automatically allowed a rehearing upon requesting the same in writing within seven days.

MATTERS FROM THE PLANNING BOARD, DIRECTOR, AND CITY ATTORNEY

Any Planning Board member, the Planning Director, or the City Attorney may introduce before the Board matters which are not included in the formal agenda.

ADJOURNMENT

The Board's goal is that regular meetings adjourn by 10:30 p.m. and that study sessions adjourn by 10:00 p.m. Agenda items will not be commenced after 10:00 p.m. except by majority vote of Board members present.

*The Chair may lengthen or shorten the time allotted as appropriate. If the allotted time is exceeded, the Chair may request that the speaker conclude his or her comments.

CITY OF BOULDER
PLANNING BOARD ACTION MINUTES
August 21, 2014
1777 Broadway, Council Chambers

A permanent set of these minutes and a tape recording (maintained for a period of seven years) are retained in Central Records (telephone: 303-441-3043). Minutes and streaming audio are also available on the web at: <http://www.bouldercolorado.gov/>

PLANNING BOARD MEMBERS PRESENT:

Aaron Brockett
Bryan Bowen
Crystal Gray
John Gerstle
Leonard May
Liz Payton
John Putnam

PLANNING BOARD MEMBERS ABSENT:

STAFF PRESENT:

Susan Richstone, Deputy Director
Charles Ferro, Development Review Manager for P&DS
Hella Pannewig, Assistant City Attorney
Susan Meissner, Administrative Assistant III
Chandler Van Schaack, Planner II
Heidi Hansen, Civil Engineer II
Edward Stafford, Development Review Manager for PW
David Thompson, Civil Engineer II, Transportation
Jeff Hirt, Planner II

1. CALL TO ORDER

Chair, **A. Brockett**, declared a quorum at 6:06 p.m. and the following business was conducted.

2. APPROVAL OF MINUTES

There were no minutes scheduled for approval

3. PUBLIC PARTICIPATION

No one from the public spoke.

4. DISCUSSION OF DISPOSITIONS, PLANNING BOARD CALL-UPS/CONTINUATIONS

A. Call Up Item: Water Transmission Main in Mapleton Floodplain Development Permit (LUR2014-00054) Expires: August 22, 2014

This item was not called up.

5. PUBLIC HEARING ITEMS

- A. **Public hearing to consider Concept Plan, LUR2014-00045, for the phased redevelopment of the 8.45-acre Armory site located at the southeast corner of Broadway and Lee Hill Dr. with a mixed-use project including the Phase 1 development of the western half of the site with 127 residential units, a 10,700 s.f. arts market/ studio space, 10,900 s.f. of retail/ flex space and up to 13,100 s.f. of restaurant space including a new 9,500 s.f. brew pub to be located in the existing “mess hall” building; and the Phase 2 development of the eastern half of the site with 65 mixed density residential units.**

Applicant: The Mulhern Group
Property Owner: The State of Colorado

Staff Presentation:

- C. **Ferro** introduced the item.
C. **VanSchaack** presented the item.

Board Questions:

- C. **Van Schaack** answered questions from the board.

Applicant Presentation:

Bruce Dierking presented the item.

Public Hearing:

1. **Margaret Jane Kepnart, 703 Dellwood Ave**, requested that the plans include permanent housing for the very poor given its proximity to the homeless shelter.
2. **Annette Coleman, 4593 Broadway**, provided a history and overview of the neighborhood. She thought that 500sf studio space was sufficient and appropriate. She did not feel that more open space was necessary in the development because there is ample open space nearby.
3. **Steve Tremper, 1529 Easy Rider Lane**, spoke in support of the plan and implored the board to listen to the neighbors' comments. He noted that a Naropa arts' campus was part of the original Holiday neighborhood plan.
4. **Rayme Rosello, 64 Hillside Ct.**, spoke in support of the project. She is a restaurateur and looked forward to the potential opportunity to open a restaurant in town. She thought that this would provide a great amount of community and appreciated the arts focus.
5. **Randy Compton, 1600 Zamia Ave**, spoke in support of the project. He would like to see restaurants with views of the Flatirons and something to draw people to the plaza. He'd like to see art on the outside of the buildings, music and markets, and recommended that the smoke stack to be painted or tiled with bright colors.
6. **Zev Paiss, 1460 Quince Avenue**, lives in the Nomad co-housing area near Lucky's Market. He noted that the mixture of uses with the theater, shopping center and plaza make for a vibrant and wonderful place to live. He supported the idea of underground parking and pedestrian focused development. This will provide a sense of community and scale. The plaza would be a great place for displaying art and a gateway community for an art community.

7. **Neshama Abraham, 1460 Quince Avenue**, spoke in support of this project. The proposal is environmentally and socially sustainable and would foster community and resiliency through pedestrian activity. Art is uplifting and adaptive reuse is important. She felt that there was a need for more indoor and outdoor gathering spaces.

8. **Sally Eckert, 1620 Lee Hill Rd**, spoke in support of the proposed project. The Armory has the opportunity to be the artistic anchor of Boulder. She noted that many local artists need to work hard to be able to stay in Boulder.

9. **Jim Leach, 1690 Yellow Pine Ave**, spoke in support of the project and hoped that the city could find a way to work through the morass of complicated density issues. He thought it would make the neighborhood more dynamic and vibrant. He noted that this project and density were supported by the neighbors and would be done well. He thought that neighbor concerns about affordable housing had to do with how it was executed; they would like to see it blended better.

10. **Ron Broome, 2685 Winding Trail Drive**, an artist in North Boulder, noted that Boulder is losing artists because they cannot afford to live here. He was excited that a developer has come forward with a project that supports the arts.

Board Comments:

General Comments, Consistency with North Boulder Subcommunity Plan and Emerging Community Priorities:

- There was clear consensus that the project is consistent with the North Boulder Subcommunity Plan and emerging community priorities.
- There was general concern that the current MU-1 zoning would not be compatible with the proposed plan and uses. Some members felt that that the proposed development conflicted with the existing zoning while others thought that the desired uses could be achieved within the existing zoning if revisions were made to specific rules.
- The board liked the proposed elimination of surface parking, uses and emphasis on the artist community. They would like assurance from the applicant that the proposed uses and affordability would not change if approval were granted.
- Board members found the proposed density appropriate. A critical mass will be necessary to achieve the desired vibrancy.
- **L. Payton** liked the historic preservation aspects of the project.
- Consider means for referencing the Armory's Atomic Age historic ties and for channeling the historic Silverlake Ditch to create a community amenity.

Consistency with Existing Zoning: Intensity and Land Use:

- Most board members generally supported the proposed increased FAR.
- **L. Payton** was less supportive of FAR increase; she thought it would essentially change the zoning. If the FAR were increased, she would like to see a binding agreement from the applicant that the promised elements will be provided.
- Higher FAR will not guarantee more housing units or affordability.
- Some members would like to see more information about what the city and neighborhood will get in return for the higher FAR. (i.e. More open space, etc.)
- Most board members would like to see a linkage between the FAR, unit size and unit count.
- Consider including more middle-income affordable housing.

- **B. Bowen** noted that higher densities would be more likely to support structured parking.
- No neighbors spoke in opposition to the proposed heights or density.
- A critical mass will be necessary to activate the central square.

Land Use:

- The board agreed that the MU-1 zoning should be changed to allow for more flexibility and to incentivize the arts.
- Change the use table to allow temporary sales and outdoor entertainment with conditions.
- Some members thought that general retail could be allowed if the size were limited.
- **A. Brockett** recommended that the recommended changes be applied to all MU-1 zones. The limitations of mixed use zones are not popular with the neighbors nor are they reflective of the current needs.

Site Design:

- The board generally liked the pedestrian oriented site layout, underground parking, design and restrained material palette.
- Board members agreed that the height of the Arts Pavilion was okay, but there was disagreement as to whether heights over 35 feet would be appropriate for the remaining buildings given the neighborhood context.
- **L. Payton** and **J. Gerstle** expressed concern about the proposed heights with the exception of the arts pavilion; they did not feel the buildings were commensurate with the adjacent neighborhood or desired human scale.
- **B. Bowen** was not concerned about the height and massing of the Broadway building because it will be more of a question of silhouette along that corridor.
- Consider stepping back the third story along Broadway and varying the heights of buildings.
- **C. Gray** requested that the applicant consider breaking up the massing of the Arts Pavilion a bit more. She also liked that buildings have different architectural styles; it appears as if the area has been developed over time.
- The setbacks along Broadway were discussed without a clear resolution. Some members liked the tree lawn concept with large setbacks and plazas. Others would prefer that the buildings be moved closer to the street to align with the adjacent development.
- Members questioned whether the proposed plazas along Broadway would be comfortable given the street noise and afternoon sun. Some felt that these issues could be mitigated through landscaping and creative design.
- **B. Bowen** liked the treatment of the parallel street parking with additional “elbow room”.
- Board members will be interested to see how the Broadway façade evolves in the next review. Some board members encouraged the applicant to avoid creating a massive wall along Broadway and to simplify and improve the Broadway façade.
- There was general agreement that the design of the Arts Pavilion on the NE corner of Broadway will be critical; it will anchor the development and should be dominant on the site.
- **J. Putnam** felt that the plaza in Block 1 was too secluded and expressed concern that it consequently may not feel inviting; there are no good views into the plaza.

- Some members recommended providing a pedestrian path through Building 1 to Zamia and through Building 2 if possible given the building program. Provide as much pedestrian permeability as possible without compromising the feeling of enclosure provided by the plazas.
- **L. May** thought that the proposed buildings would provide a good architectural backdrop to the plazas.
- The board generally liked the architecture and asked for assurance that it will not be “dumbed down” in consequent iterations.
- There was unanimous support for the northwest elevation of 13th Street as seen from Zamia. The fenestration, clean lines, simple material palette and classic industrial look are particularly successful.
- The board liked that the underground parking and FAR allowed for the inclusion of a pedestrian oriented plaza.
- **A. Brockett** liked the path on the south end of the development and recommended including an additional pedestrian connection in the southeast block. He thought the walkway to the east of Zamia could be a bit awkward. Consider finding a means to provide mountain views from the plaza via the southwest pathway.
- Screen trash pick-up area on the north side of the development.
- Find means to work art into the site.
- Provide ample bike parking.
- Protect on-street parking for casual users and direct residential parking to the garages.
- The board liked the incorporation of the ditch as an historical reference and as an amenity for the community, especially children. Open the ditch at least partially and find creative ways to incorporate it through art or education.
- Consider turning the retention pond into an additional amenity. It does not have to be located on the periphery of the site. Look to the treatment of the pond at Silver Sage as an example.
- There was general support for reducing the amount of hardscaping and providing more, softer amenities for children and families.
- Consider including a play structure with an adjacent coffee shop or restaurant.
- Signage and way finding should be strong throughout the site.
- Find means to draw people from homes into the plazas via occupyable decks, direct access from units to the outside, etc.
- There was general agreement that it was not necessary to align 13th Street with the Boulder Housing Partners driveway.
- Consider designing small units that have functional space for artists. Incorporate taller ceiling heights for art.
 - Use genuine materials.
 - The board generally liked the incorporation of moveable outdoor furniture.

Affordability:

- The board liked the inclusion of affordable units on site but had differing opinions about how much they would like to see. Some members felt that the requested FAR bonus should be tied to an increase in affordable units. Other members would be comfortable keeping it at 20% given that affordable housing is a spot of contention in the neighborhood due to the high concentration in the area.

- Consider incorporating additional affordable units creatively, specifically for artists, and/or as middle income residents.
- **J. Putnam** thought it would be helpful to see a breakdown of the mixture and square footage of the units to get a sense of how they will fit within the spectrum of the city.
- The board looks forward to seeing how the applicant proposes to handle this issue at Site Review.

Consistency with the Concept Review:

- The board expressed unanimous interest in some form of guarantee that the project would be implemented as proposed.
- Maintain artist space, good architecture and affordability in Site Review.

Zoning Summary:

- There was general support to allow modifications to the MU-1 zoning but disagreement as to how to go about it.
- The board expressed substantial support for increasing the FAR. Some members felt that the FAR increase should be tied to some form of public benefit while others did not.

6. MATTERS

A. Envision East Arapahoe Update

Staff Presentation:

L. Ellis presented the item.

Board Comments:

The board appreciated the update and provided the following input:

- The board appreciated that staff will provide character-based form analyses of various scenarios. Visualizations will be helpful for everyone.
- Inclusivity is a paramount factor in the East Arapahoe plans. This area should be welcoming and inclusive for people of all incomes.
- Consider the cost of participating in various activities; the cost of housing, facilities, and required sports equipment will dictate who will frequent the area.
- Be intentional about including workforce housing in the area; cater to the specific needs of the workforce versus other groups.
- Maintain the existing practical and arts uses in the area.
- Change the character of the area to be more human and less pavement-centric.
- Include EcoDistricts concepts in the redevelopment plans for the area.
- Determine the desired pace of redevelopment in the area to accommodate transportation infrastructure, etc. Incentives providing opportunities for profit would affect the rate of redevelopment of sites in the area. This could hinder business retention.
- Most board members did not feel that there was any urgency to redevelop the area nor did they feel that any incentives were needed for redevelopment. Lay the framework for how this should redevelop over time.
- Track and encourage business retention over time. The support businesses currently located in the area provide essential community services.
- Maintain a strong flexibility of uses in the area. It is important to have freedom to perform many different service functions.

- **L. May** suggested that this could be a good place to experiment with some variation of form-based code, possibly with some limitations. Track uses and intensities and study how they might translate into form.
- Develop a dashboard with a trend line showing the impact of development on the city's carbon emissions.

7. DEBRIEF MEETING/CALENDAR CHECK

8. ADJOURNMENT

The Planning Board adjourned the meeting at 10:42 p.m.

APPROVED BY

Board Chair

Date

DRAFT

CITY OF BOULDER
PLANNING BOARD ACTION MINUTES
September 18, 2014
1777 Broadway, Council Chambers

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PLANNING BOARD MEMBERS PRESENT:

Aaron Brockett, Chair
Bryan Bowen
Crystal Gray
John Putnam
John Gerstle
Leonard May
Liz Payton

PLANNING BOARD MEMBERS ABSENT:

STAFF PRESENT:

David Driskell, Executive Director, CP&S
Susan Richstone, Deputy Director, CP&S
Hella Pannewig, Assistant City Attorney
Susan Meissner, Administrative Assistant III
Lesli Ellis, Comprehensive Planning Manager
Sam Assefa, Senior Urban Designer
Charles Ferro, Development Review Manager for CP&S
Karl Guiler, Senior Planner
Chandler Van Schaack, Planner I
David Thompson, Civil Engineer- Traffic
Marni Ratzel, GO Boulder
Greg Guibert, Chief Resiliency Officer

1. CALL TO ORDER

Chair, **A. Brockett**, declared a quorum at 6:06 p.m. and the following business was conducted.

2. APPROVAL OF MINUTES

On a motion by **C. Gray** and seconded by **J. Putnam** the Planning Board approved 6-0 (**B. Bowen** abstained) the August 7, 2014 Planning Board minutes.

3. PUBLIC PARTICIPATION

No one from the public spoke.

4. DISCUSSION OF DISPOSITIONS, PLANNING BOARD CALL-UPS/CONTINUATIONS

- A. Call Up: 820 Lee Hill Subdivision Final Plat (TEC2014-00030). Expires: September 18, 2014

This item was not called up.

- B. Information Item: Access easement vacation for the vacation of a 14-foot public pedestrian and bicycle trail easement located on Naropa University property at 2130 Arapahoe Avenue. Case number LUR2014-00052.

5. PUBLIC HEARING ITEMS

- A. Public hearing to consider a recommendation to City Council on an ordinance amending Title 9, "Land Use Code," B.R.C. 1981, to (1) simplify various vehicular parking standards and reduce quantitative requirements for warehouses, storage facilities, and airports and (2) create new land use - based bicycle parking standards. The proposed changes were identified as part of the Access Management and Parking Strategy (AMPS) process relative to parking citywide.

Staff Presentation:

C. Ferro introduced the item.

K. Guiler and M. Ratzel presented the item to the board.

Board Questions:

K. Guiler and M. Ratzel answered questions from the board.

C. Ferro answered questions from the board.

Public Hearing:

No one from the public spoke.

Board Comments:

ADA Parking Requirements:

- Consider the long-term adequacy of the ADA parking requirements.
- Some members felt comfortable tying handicap parking standards to the national ADA requirements while others would prefer to see a more Boulder-specific approach.
- Reconsider the reduction to the national standard within the next 5-10 years.
- The board asked that staff consult with local disability and senior advocacy groups to get input on the ADA parking requirements.

- **L. May** would like to ensure that parking spaces could be converted in the future to accommodate ADA specifications.

Bicycle Parking Standards:

- The board thought that the bicycle parking requirements as proposed were too modest given the City's efforts to encourage bicycle use.
- Electric bicycles could be used more in the future, also increasing demands on parking.
- Implement more ambitious bike parking standards in commercial and multifamily housing areas.
- If possible, encourage RTD to increase capacity for bikes on busses.

Parking Requirements:

- The board generally supported staff's recommendation for a parking reduction.
- **C. Gray** recommended adding a special parking overlay to the University Hill neighborhood where conditions are unique.
- Consider adding a clause specifying land to parking ratios or treating duplexes as single family homes for parking requirements, excluding University Hill.
- **B. Bowen** would support staff's recommendation but thought that it would be good to be more restrictive because the board could always relax the requirement. He noted that car ownership rates are very low for cooperative housing models for future discussion.
- The AMPS process should include analysis to ensure that the Neighborhood parking program be fully funded and made available to lessen impacts that parking reductions for restaurants, taverns, and brewpubs could potentially cause to adjacent residential areas.
- Provide the NPP program with adequate enforcement.

Motion Discussion:

- **J. Putnam** picked a 25% mode share increment by taking the target numbers and multiplying them by 1.25. It was an arbitrary but general target. He thought that this would help staff to generate a recommendation to City Council, but emphasized that it is not a set number.
- **Gray** supported the reduction but clarified that NPP should be a companion with other initiatives such as EcoPass use.

Motion:

On a motion by **J. Putnam** seconded by **L. May**, the Planning Board voted 7-0 to recommend approval to the City Council of an ordinance amending Title 9, "Land Use Code," B.R.C. 1981, to (1) simplify various vehicular parking standards and reduce quantitative requirements for warehouses, storage facilities, and airports and (2) to create new land use-based bicycle parking standards, and of an ordinance amending the Design and Construction Standards related to bicycle parking design standards to eliminate the Cora-style bike parking rack style and codify the use of inverted U racks for all bike parking requirements as recommended by staff with the following exception: that the bicycle parking for commercial uses be increased by 25% across the board and that staff reach out to disability and senior advocacy groups prior to the City Council hearing and that Council consider the long term adequacy of the ADA Parking requirements.

Friendly amendment by **J. Gerstle**, accepted by **J. Putnam** and **L. May**, to revise the motion recommending an increase of the proposed requirements for commercial uses to referring to nonresidential uses rather than commercial uses.

On a motion by **C. Gray**, seconded by **L. May**, the Planning Board recommend that during the AMPS analysis, that the Neighborhood parking program be fully funded and made available to lessen impacts that parking reductions for restaurants, taverns, and brewpubs could potentially cause to adjacent residential areas and that the MPP program have adequate enforcement.

B. Public hearing and consideration of a Site and Use Review (LUR2014-00042) for the redevelopment of the 45.5-acre Western Disposal Services site at 2655 N. 63rd St. in the IM zone district to include one 28.34-acre lot with a proposed 55' tall, 109,873 s.f. waste transfer station and 4 developable lots ranging from 2.55 to 3.19 acres in size for future light industrial and technology development uses.

Applicant: Nancy Blackwood
Owner: Western Disposal Services

Staff Presentation:

C. Ferro introduced the item.
C. Van Schaack presented the item to the board.

Board Questions:

C. Van Schaack answered questions from the board.
C. Ferro answered questions from the board.

Applicant Presentation:

Frank Bruno and **Nancy Blackwood**, the applicants, presented the item to the board.

Board Questions:

Frank Bruno, and **Nancy Blackwood** answered questions from the board.
Leslie Ewe, from the Sanitas Group, answered questions from the board.

Public Hearing:

No one from the public spoke.

Board Comments:

Consistency with BVCP and Overview:

- The board unanimously agreed that this proposal met and possibly exceeded the BVCP criteria and policies. It takes steps toward the fulfillment of the City's sustainability and Zero Waste goals.

- The board generally appreciated the design guidelines and their level of detail. Some members expressed concern that the applicant's proposal fell somewhere between Concept and Site Review; no specific designs were presented for the waste transfer station or other buildings.
- Consider allowing multiple uses in the parking lots for food trucks, festivals, etc.
- Pay considerable attention to the minimization of mosquito habitat.
- Accommodate alternative fuel vehicles and bicycles.
- Assure that light industrial uses are accommodated and as flexible as possible.
- **B. Bowen** did not feel that the 0.4 FAR requirement was important. He liked the idea that some of these buildings could contain vibrant, multi-tenant spaces.
- Consider a more clustered development pattern as opposed to a sprawling office park.
- A more intensive utilization of the land could foster other, smaller support businesses and structured parking.

Response to Site Plan:

- The board felt comfortable with the applicant's response to the Site Plan.

Site Review Criteria

- The board agreed that a 55 foot height variance for waste transfer station was appropriate.
- Most members felt comfortable with the setback variance and felt that a building forward approach was important in creating a pedestrian and bicycle friendly public realm.
- **J. Gerstle** expressed some hesitation with the setback variance.
- **J. Putnam** felt that the eastern access point and permeability will be critical to the success of the site.
- The board appreciated the applicant's improvements to 63rd Street, entry, treatment of the public realm and landscaping.
- Consider incorporating a more deliberate plaza for food trucks.
- **C. Gray** would like to allow the applicant as much flexibility as possible to respond to changing industries and to attract other recycling businesses.
- Most board members felt uncomfortable signing off on a building design that they had not seen. They added a condition of approval requiring that the applicant's plans for Lot 1 be subject to call up. Lots 2 – 5 were already subject to call up.

Motion:

On a motion by **C. Gray**, seconded by **J. Putnam**, the Planning Board voted 6-1 (**J. Gerstle** opposed) to approve Site and Use Review application LUR2014-00042, adopting the staff memorandum as findings of fact, including the attached analysis of review criteria and subject to the recommended conditions of approval which shall be revised to include the following Condition of Site Review Approval No. 7:

7. Pursuant to Subsection 9-2-12(a), "Three Year Rule," B.R.C. 1981, the following development/phasing plan is approved:

- a. Phase I, to construct the public infrastructure improvements, shall commence at the date of this approval and shall be substantially completed within three years.
- b. Phase II, to construct a waste transfer station and recycling collection and processing facility, shall commence upon the expiration of Phase I and expires three years thereafter.

Friendly amendment by **J. Putnam**, accepted by **C. Gray** to add a condition 3.h to the Conditions of Site Review Approval which shall read as follows:

Amended design guidelines that will provide:

- (1) Consideration for access for bicycles to the public waste transfer drop-off area
- (2) Consideration for alternatively fueled vehicle access such as charging stations, bio diesel or compressed natural gas,
- (3) Consideration for minimization of mosquito habitat in storm water infrastructure and landscaping,
- (4) Consideration for multiple uses of parking areas, such as recreation, events, and food trucks.

Friendly amendment by **J. Putnam** accepted by **C. Gray** to revise Condition of Site Review Approval No. 6 to read:

6. Prior to a building permit application for any of the proposed Lots 2-5 of Western Industrial Park Subdivision, the Applicant shall submit a Land Use Review application for a **Site Review Amendment pursuant to Subsection 9-2-14(m), "Amendments to Approved Site Plans," B.R.C. 1981.** Prior to a building permit application for any building on Lot 1 the Applicant shall submit a Land Use Review application for a **Site Review Amendment** pursuant to Subsection 9-2-14(m), "Amendments to Approved Site Plans," B.R.C. 1981 for approval of the architectural design. Even if the building on Lot 1 exceeds the permitted height for principal buildings set forth in [section 9-7-1](#), "Schedule of Form and Bulk Standards," B.R.C. 1981, such proposed height, by itself, shall not require a referral of such Site Review Amendment to the Planning Board; however, the City Manager may, in her discretion, either refer such application to the Planning Board or make the decision subject to call-up by the Planning Board.

Motion Discussion:

J. Putnam thought it was important symbolically and for the city to include the bicycle as a mode of access to this development.

A. Brockett felt strongly that shared parking should be encouraged between parking lots.

J. Gerstle agreed with everything in the motion but thought that it was inappropriate to grant setbacks for all of the buildings at this time. He voted against the motion because of that particular item.

B. Bowen thought the submittal felt incomplete and recommended that there be a middle ground for future submittals. He would like to see more detailed drawings of elevations, etc. This is an unusual situation.

C. Gray thought this was an exciting vision for the community and appreciated the applicants' response to the board's Concept Review comments.

5. MATTERS FROM THE PLANNING BOARD, PLANNING DIRECTOR, AND CITY ATTORNEY

A. September 16, 2014 Council Study Session on Planning Issues

- **Driskell** presented the item and noted that the board could discuss this in more detail on the October 2nd meeting.
- **C. Gray** requested that the board and staff have a structured conversation on October 2nd. She would like to focus on items D and E.
- **J. Putnam** recommended that they look at the wide range of options and to remind themselves of the legal restrictions to frame the discussion so the board can work creatively within that space.

September 30th will be a Joint tour with the Planning Board and BDAB. On October 8th there will be a Planning Board tour with Victor Dover and a community event on the 9th.

D. Driskell introduced **Greg Guibert**, the new Chief Resilience Officer.

B. Prepare for October 14th Study Session with City Council: BVCP Scope and Resilience and other Items

Staff Presentation:

L. Ellis presented the item.

Ben Herman, a director from Clarion Associates and consultant, presented the item.

Board Discussion:

Public Engagement

- Provide Comp Plan 101 sessions for members of the public to educate them prior to beginning the public process.
- Reach out to people who might not normally be engaged in the process including mobile home parks, neighborhood associations, etc.
- Create snappy 3 minute videos about the BVCP update process and post it to YouTube.
- Consider social media and digital means for reaching different demographics.
- Focus communication on how this update will affect people's lives without being too academic.
- Use visualization tools to show what compact urban form options.
- Create a retrospective showing the impacts that the BVCP has had on the community to date.

Content and Format

- The board recognized that the BVCP is intended to be an aspirational document.
- Most members would like to see the BVCP sharpened but not overly focused.
- Clarify the link between the aspirational statements and the review criteria. Some of tools provided are at odds with the vision; it is possibly too open to interpretation.
- Try to make it shorter, clearer, and graphic. Add metrics and visualization.
- Create a smoother transition between zoning and the BVCP goals.
- Make the land use map and definitions more specific. Better define what is actually allowed.
- The BVCP reflects and should continue to reflect the goals of the community. Be inclusive in the update process.
- Engage with the community to get clarity on the desired character and density of Boulder.
- Specify the rate of change desired by the city and community.
- Clarify and specify criteria for compact urban form.
- Ask the question, “What does Boulder want to be when it grows up?” The BVCP talks about both compact urban form and a small town feel. Define an overarching vision that ties these two seemingly disparate ideas together.
- Address ADUs, OAU and tiny houses.

Issues to be Addressed

- Engage intellectual, art and cultural stakeholders in the community.
- Incorporate public art.
- Offset/mitigate the impacts of growth and development. Assure that services are included with growth.
- Find means to foster a high quality of development.
- Consider form-based code or tweaking the current code.
- **A. Brockett** generally liked the BVCP and thought that the bigger problems had to do with code implementation. He would prefer to change the code as opposed to the BVCP.
- **L. May** thought the code had holes but that it could be clarified by distilling the BVCP. Determine the larger vision first.
- Consider environmental and regional resiliency issues such as carrying capacity, food security, energy, affordable and middle class housing, etc. Assure that this dovetails with Boulder’s sustainability goals.
- Reserve parcels or earmark opportunities for regenerative design for Critical Facilities and vulnerable populations.
- Consider means for improving communication and outreach as a form of resiliency.
- **A. Brockett** cautioned staff not to hinder the implementation of plans that can run their own separate processes by bundling them too closely with the BVCP. Do not sideline the implementation outcomes or make them too subject to the BVCP.

- **L. May** requested some resolution as to whether the Hogan Pancost Site sits in area 2 or 3.

C. DEBRIEF MEETING/CALENDAR CHECK

A. Brockett noted that the Residence Inn project was not called up but recommended that board members watch the end of the hearing. Council's discussion was instructive.

J. Putnam found this packet more difficult than usual. **S. Meissner** will find a way to separate or reduce file sizes.

L. May would like to start thinking about some of the Site Review criteria that could be improved for Council and recommended the formation of a subcommittee. The board will make independent lists to send to **S. Meissner** for the next meeting.

D. ADJOURNMENT

The Planning Board adjourned the meeting at 11:28 p.m.

APPROVED BY

Board Chair

DATE

CITY OF BOULDER
PLANNING BOARD AGENDA ITEM
MEETING DATE: November 6, 2014

AGENDA TITLE:

Public hearing and recommendation on **Annexation and Initial Zoning for the following properties:**

1. **1950 Riverside Dr. (LUR2014-00059)**
Applicant: Seana Grady
Owner: Seana Grady
2. **4415 Garnet Ln. (LUR2014-00061)**
Applicant: Frank Alexander
Owner: Frank Alexander
3. **1085 Gapter Rd. (LUR2014-00064)**
Applicant: Silvano and Elvira Deluca
Owner: Silvano and Elvira Deluca
4. **2200 Emerald Rd. (LUR2014-00065)**
Applicant: Stephen and Amy Carpenter
Owner: Stephen and Amy Carpenter
5. **2350 Norwood Av. (LUR2014-00066)**
Applicant: Marilyn Jorrie
Owner: Norwood Garden, LLC
6. **2140 Tamarack Av. (LUR2014-00070)**
Applicant: Stephen Tebo
Owner: Stephen Tebo

REQUESTING DEPARTMENT:

Community Planning and Sustainability:

David Driskell, Executive Director

Susan Richstone, Deputy Director

Chris Meschuk, Flood Recovery Coordinator – Community Services

Bev Johnson, Annexation Project Manager

OBJECTIVE:

1. Hear applicant and staff presentations
2. Hold public hearing
3. Planning Board discussion and recommendations to City Council on the Annexation and Initial Zoning of six properties

SUMMARY:

The owners of the following properties are requesting Annexation and Initial Zoning consistent with the Boulder Valley Comprehensive Plan (BVCP) and the North Boulder Subcommunity Plan (NBSP) (See Attachment A for a vicinity map of the properties):

Location: **1950 Riverside Dr. (LUR2014-00059)**
Size of Tract: 48,282 sq. ft. (1.11 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential-Estate (RE)
BVCP: Low Density Residential/Open Space - Other
NBSP: Estate Residential

Location: **4415 Garnet Ln. (LUR2014-00061)**
Size of Tract: 45,711 sq. ft. (1.05 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential-Estate (RE)
BVCP: Low Density Residential/Open Space - Other
NBSP: Estate Residential

Location: **1085 Gapter Rd. (LUR2014-00064)**
Size of Tract: 53,403 sq. ft. (1.23 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential Rural 2 (RR-2)
BVCP: Very Low Density Residential/Open Space-Other

Location: **2200 Emerald Rd. (LUR2014-00065)**
Size of Tract: 54,851 sq. ft. (1.26 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential Rural 1 (RR-1)
BVCP: Very Low Density Residential/Open Space-Other
NBSP: Rural Residential

Location: **2350 Norwood Av. (LUR2014-00066)**
Size of Tract: 65,507 sq. ft. (1.50 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential-Estate (RE)
BVCP: Very Low Density Residential
NBSP: Estate Residential

Location: **2140 Tamarack Av. (LUR2014-00070)**
Size of Tract: 58,264 sq. ft. (1.34 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential-Estate (RE)
BVCP: Low Density Residential/Open Space-Other
NBSP: Estate Residential

Four of the above six properties have the potential to subdivide and add one to two new dwelling units. Community benefit will be provided for each of those new dwelling units in the form of two times the cash-in-lieu contribution as set forth in the city's inclusionary zoning ordinance to the Housing Trust Fund, consistent with the City of Boulder Guidelines for Annexation Agreements (Attachment C).

Four of the six properties are impacted by the conveyance and high hazard flood zones. The annexation agreements for these properties include dedication of a flood maintenance easement over a portion of the property.

KEY ISSUES:

1. Is the proposed annexation consistent with State of Colorado statutes pertaining to the annexation of a property into the City of Boulder?
2. Is the proposed annexation consistent with the BVCP?
3. Is the initial zoning of RE consistent with the BVCP and the NBSP?

BACKGROUND:

After the September 2013 floods, several homeowners in Boulder County contacted city staff about the possibility of annexing to the city in order to hook up to city water and wastewater services. Many homeowners outside the city, especially in enclave areas, experienced damage to their wells or septic systems. In response to these requests, staff put together a special annexation package and offered it to approximately 160 property owners in enclave areas and in the Old Tale Road and Cherryvale Road neighborhoods.

Annexation offers benefits to many homeowners, particularly the opportunity to connect to city water and/or wastewater services. Annexation, however, can be costly to property owners, therefore, the city offered to waive some costs of annexation including the annexation administration fee (\$6,580 per household) and all excise taxes. In addition to fee and tax waivers, the city offered to finance most of the costs related to water and wastewater utility connection. Residents choosing to annex under this offer have three options:

- A) Connect to city utilities shortly upon annexation and pay the city back in full,
- B) Connect to city utilities shortly upon annexation and finance all or part of the connection costs through the city, or
- C) Annex now and defer connection and payment to some future time (redevelopment or sale of home).

Approximately 8 property owners showed interest in moving forward, some because of damage to their well and septic systems. Two properties (2130 Tamarack Av. and 4270 19th St.) were annexed by emergency ordinance in August 2014 because of the condition of their well and septic systems. The remaining six properties are the subject of the current request for annexation.

The attachments to this memorandum contain the annexation documents for the six properties proposed for annexation. The annexation maps for the individual properties are in Attachment A. A vicinity map showing the location of the properties in the city context is in Attachment B. The applicant's annexation petitions are in Attachment D and the draft annexation agreements are in Attachment E.

EXISTING CONTEXT:

1. 1950 Riverside Dr. and 4415 Garnet Ln.

These two properties are located in North Boulder immediately to the west of the Githens Acres county enclave (see Figure 1 on the following page). Both properties are currently developed with a single family residence and have the potential to subdivide and add two additional units each. The proposed zoning for these properties is Residential-Estate (RE), which allows 2.9 units per acre, and is consistent with the BVCP land use designation of Low Density Residential (2-6 units per acre) on both properties (Figure 2). Both parcels have an Open Space – Other land use designation¹ on a portion of the properties. The Open Space-Other designation is intended to protect the natural qualities of the Wonderland Creek drainageway, however Wonderland Creek is not located on either property²

Neither property is in the regulated floodplain. However, because a portion of 1950 Riverside Dr. is within 60 ft. of the creek, an access and flood maintenance easement for Wonderland Creek is being dedicated. A utility easement for the existing sewer line along the south side of both properties will also be dedicated.

¹ "Open Space–Other" land use designations were given to certain private properties, prior to 1981, that the city and county would like to preserve for open space purposes through various preservation methods including but not limited to intergovernmental agreements, dedications or acquisitions. Open Space designations indicate that the long-term use of the land is planned to serve one or more open space functions. In the case of the subject properties, the OS-O designation is intended to help preserve the natural qualities of the drainageway and to prevent further encroachment on the floodplain.

² This discrepancy is due to an error in the original digital mapping of the land use map.



Figure 1: 1950 Riverside Dr. and 4415 Garnet Ln. - Existing Conditions

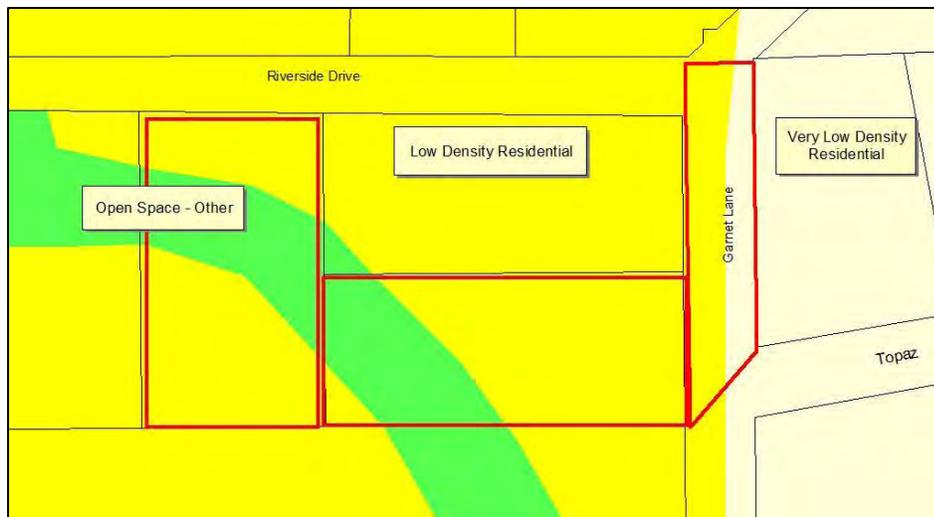


Figure 2: 1950 Riverside Dr. and 4415 Garnet Ln. - Land Use Designations

Garnet Lane is currently under Boulder County jurisdiction. Boulder County staff has requested that the city annex the portion of the road that fronts 4415 Garnet Ln. and the property to the north since the road will service properties within the city. City staff is recommending annexation of this portion of the road. The road includes an existing road barrier that was erected by the county several years ago to prevent cut-through traffic between 19th and 26th streets. The concern that this road barrier may be removed once the road is in the city has been a primary concern of the Githens Acres neighborhood over the years and a factor in their past decision not to annex. The city has stated that while it will not guarantee permanent closure of this road as a condition of annexation (which the neighborhood has requested in the past), staff has no intention of removing the barrier in the near future.

2. 1085 Gapter Rd.

This property is located in the Gapter Road neighborhood (Figure 3). The proposed zoning of the site is Rural Residential, which is consistent with the BVCP land use designation of Very Low Density Residential.

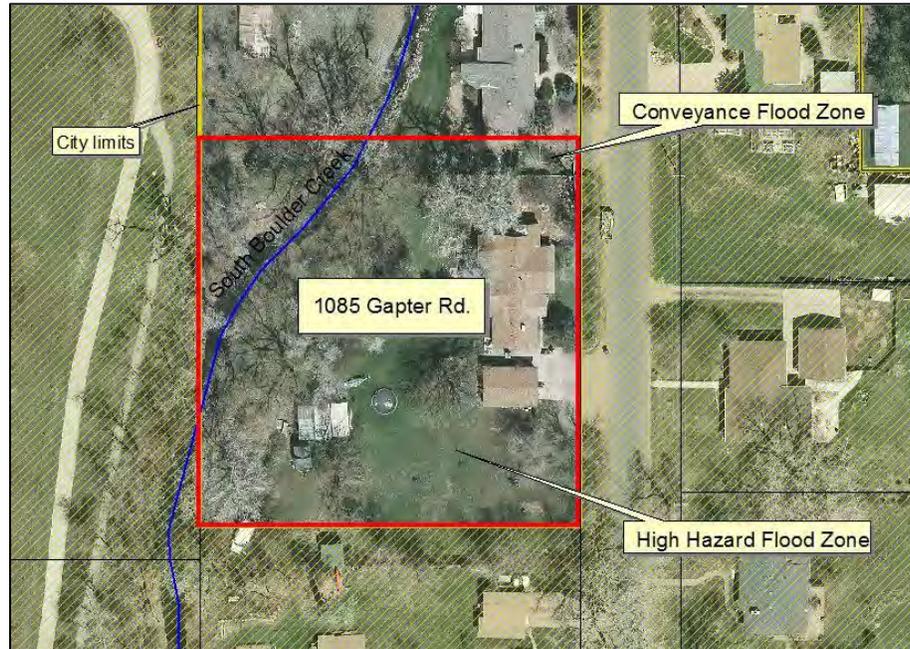


Figure 3: 1085 Gapter Rd.

South Boulder Creek runs through the property and the property is entirely within the conveyance and high hazard flood zones (Figure 4). The existing home on the property is within the high hazard flood zone and was severely damaged from the September 2013 floods. Once in the city, the landowner will be prohibited from expanding, enlarging, or making substantial modifications to his home (Boulder Revised Code, Subsection 9-3-5d). A flood maintenance easement of 60 ft. to either side of the centerline of the creek is being dedicated to the city.

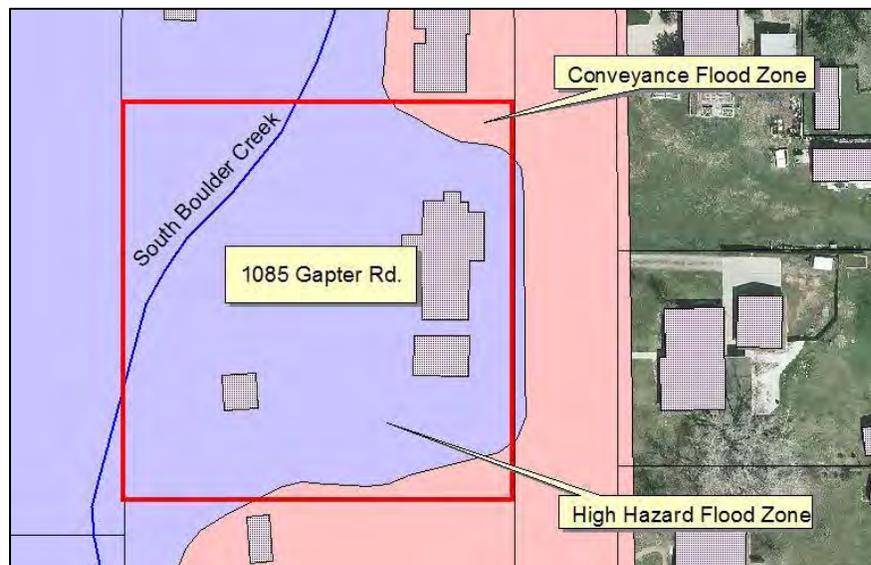


Figure 4: 1085 Gapter Rd. Flood Zones

3. 2200 Emerald

This property is located in Githens Acres and is surrounded on three sides by properties also under county jurisdiction. The property is developed with a single family residence. The proposed zoning for this property is Residential-Rural 1 (RR-1), which is consistent with the BVCP land use designation of Very Low Density Residential. The parcel has an Open Space – Other land use designation running through it which, similar to the above properties, does not correspond with the location of Wonderland Creek to the south of the property (Figure 5). A flood maintenance easement over the portion of the property within 60 ft. of the centerline of the creek is being dedicated. The property has no subdivision potential because of the size of the lot and the proposed zoning. In addition, roughly 1/2 of the property is in the conveyance and high hazard flood zone (Figure 6).



Figure 5: 2200 Emerald Av.

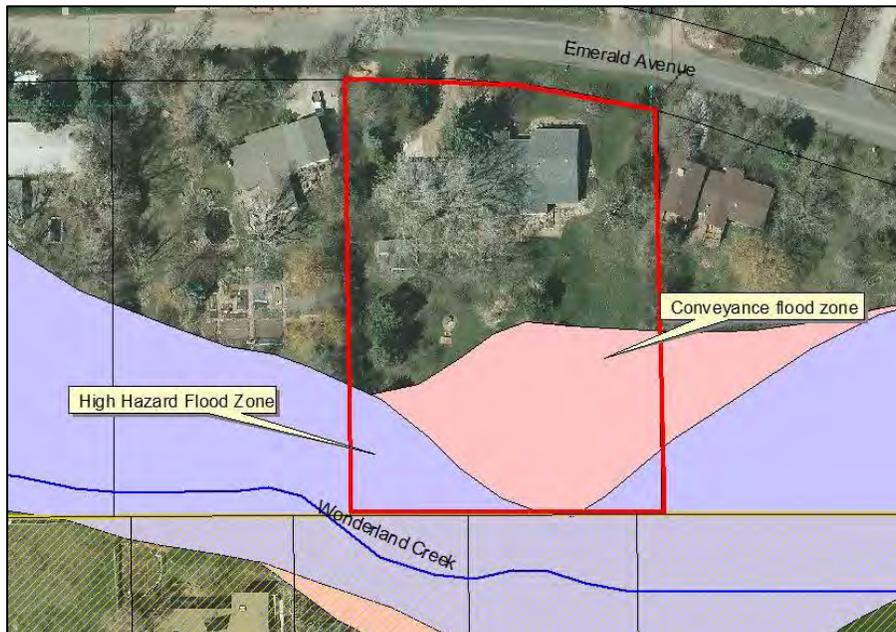


Figure 6: 2200 Emerald flood zones

4. 2350 Norwood Av.

This property is located in North Boulder across the street from Centennial Middle School. A single family residence is located on the property. The septic system on the property is currently inoperable; therefore, no one is living at the residence. A 30 ft. wide right-of-way along the entire north side of the property is being dedicated. The right-of-way area is currently within the city limits (Figure 7).

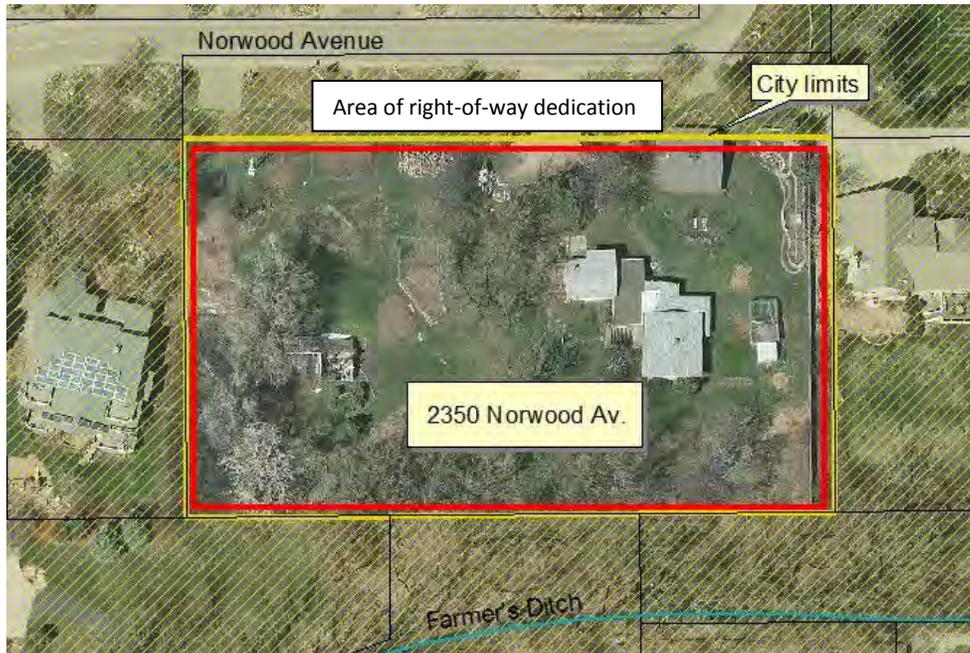


Figure 7: 2350 Norwood Av.

The North Boulder Subcommunity Plan shows a multi-use path connection through the property between Norwood Avenue and 23rd Street (see green dashed line in Figure 8). A 16 ft. wide easement on the property along this route is being dedicated to the city. The property owner will be required to construct this path at the time of subdivision.



Figure 8: 2350 Norwood Av. – Proposed Multi-use Path Connection

5. 2140 Tamarack Av.

The property at 2140 Tamarack Av. is also located in North Boulder, to the east of 2130 Tamarack Av. which was annexed in August 2014. The subject property is bordered on all sides by properties within the city (Figure 9). The proposed zoning of the property is RE, which is consistent with the BVCP land use designation of Low Density Residential and the surrounding zoning. The subject property is currently developed with an existing residential duplex and a separate shop/office building. Fourmile Canyon Creek runs south of the property. A small portion of the southwest corner of the property has an Open Space – Other land use designation and is within 60 feet of the centerline of the creek. A flood maintenance easement is being dedicated over this portion of the property.



Figure 9: 2140 Tamarack Av.

Future Development Potential

The following properties have future development potential under the respective proposed zoning and have agreed to provide community benefit in the form of two times the cash in-lieu contribution as set forth in the city’s inclusionary zoning ordinance to the Housing Trust Fund for any additional units on the properties at the time of building permit, consistent with the City of Boulder Guidelines for Annexation Agreements which were endorsed by Planning Board and City Council in 2002 and which outline general guidelines for city staff, landowners, Planning Board and City Council in future individual annexation negotiations, addressing, in particular, community benefit requirements to be shown upon annexation.

1950 Riverside Dr. - 2 additional units
Size of Tract: 48,282 sq. ft. (1.11 ac)
Proposed Zoning: Residential-Estate (RE)

4415 Garnet Ln. 2 additional units
Size of Tract: 45,711 sq. ft. (1.05 ac)
Proposed Zoning: Residential-Estate (RE)

2350 Norwood Av. 2 additional units
 Size of Tract: 53,200 sq. ft. (1.22 ac)
 Proposed Zoning: Residential-Estate (RE)

2140 Tamarack Av. 1 additional unit (due to current high hazard zone constraints)
 Size of Tract: 58,264 sq. ft. (1.34 ac)
 Zoning: Residential-Estate (RE)

ANALYSIS:

1. Is the proposed annexation consistent with state statutes pertaining to the annexation of a property into the City of Boulder?

Annexations must comply with the Municipal Annexation Act of 1965, section 31-12-101, *et. seq.*, C.R.S. Staff has reviewed the annexation petitions for compliance with section 31-12-104, section 31-12-105, 31-12-106, and 31-12-107 C.R.S., as applicable, and finds the applications are each consistent with the statutory requirements.

Five of the six properties are developed with a single residential dwelling unit and are part of Boulder County enclaves that have been entirely contained within the outer boundaries of the City of Boulder for at least three years. The right-of-way to be annexed with 4415 Garnet Ln. is also part of a Boulder County enclave. One property (1085 Gapter Rd.) is developed with a single family residential dwelling unit but is not an enclave. The property meets the eligibility requirement of having at least 1/6 contiguity with the city limits. Five of the six properties are located in North Boulder. The five properties indicated in Figure 10 have been enclaves since at least 2000. All municipal territory surrounding the enclaves was annexed in compliance with section 30 of article II Colorado constitution. Therefore, these properties meet the statutory requirements and are eligible for annexation as enclaves.

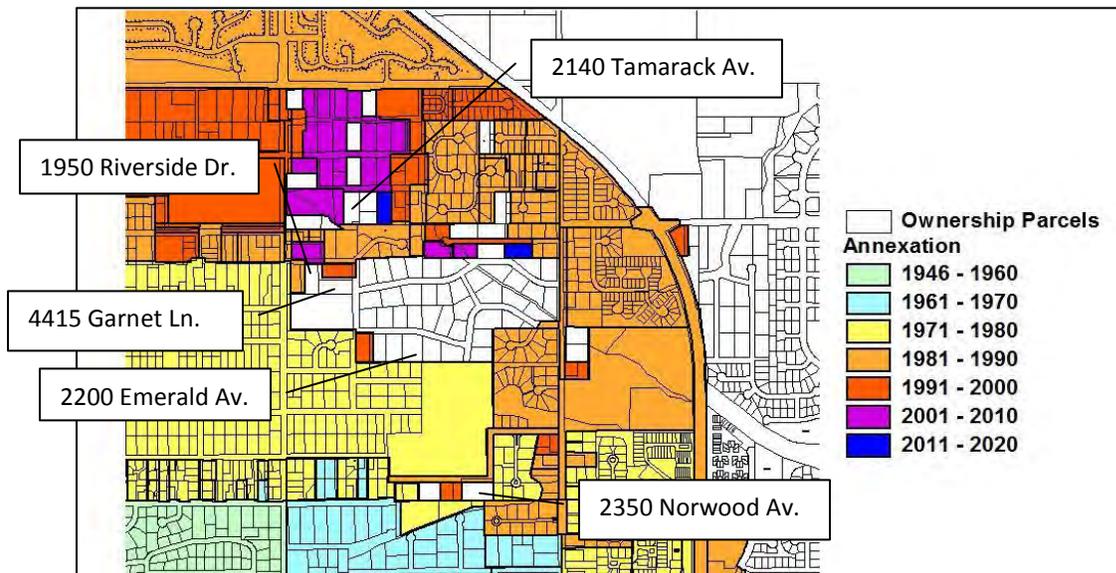


Figure 10

1085 Gapter Rd. (Figure 11) is not an enclave, but is also at least 1/6 contiguous with the city limits.

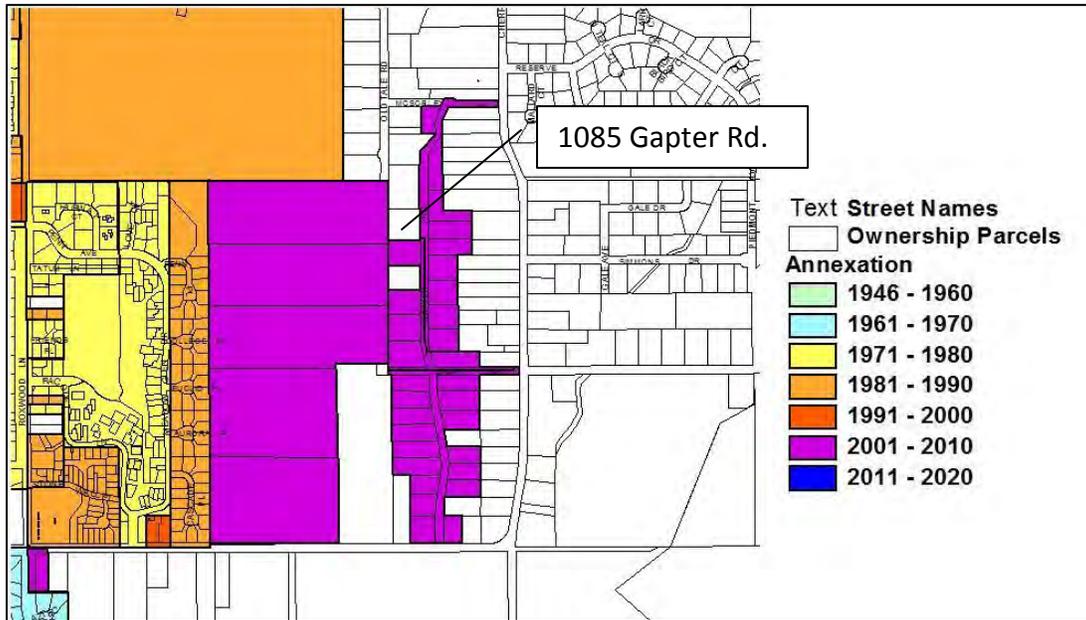


Figure 11

Consistent with state law, the landowners of more than 50 percent of the area to be annexed, excluding public streets, have petitioned to annex. Each such petition was filed with the City Clerk. There is a community interest in annexation of each property proposed for annexation and the City of Boulder. None of the properties proposed to be annexed are included in another annexation proceeding involving a municipality other than the City of Boulder.

Water and sewer services are available to serve five of the six properties. Sewer services are available to serve 2200 Emerald, but water is not available at this time for that property.

Four of the subject properties are not in the municipal subdistrict of the Northern Colorado Water Conservancy District (NCWCD). One property is neither in the subdistrict or the district. Petitions for inclusion in the district and subdistrict have been filed with the NCWCD office.

The subject properties would continue to be served by the Boulder Valley School District.

Finally, these annexations do not have the effect of extending the municipal boundary more than three miles in any direction from any point of the City of Boulder's boundary in any one year.

2. Is the proposed annexation consistent with the Boulder Valley Comprehensive Plan?

Land Use Designation. The proposed zoning on all the properties is consistent with the BVCP land use designations (see page 2 for proposed zoning and current land use designations).

BVCP Policies

Annexation of land must be consistent with the following policies shown in **bold italic**, with consistency of the proposed annexation following:

1.18 Growth Requirements. The overall effect of urban growth must add significant value to the community, improving quality of life. The city will require development and redevelopment as a whole to provide significant community benefits and to maintain or improve environmental quality as a precondition for further housing and community growth.

The community, environmental, and public health quality will be enhanced with the annexation of these properties, with the requirement for use of city water and sewer services and to eliminate the potential for failing septic systems on residential properties. In addition, the properties with further development potential will be providing community benefit in the form of two times the cash in-lieu contribution as set forth in the city's inclusionary zoning ordinance to the Housing Trust Fund for any additional units on the properties at the time of building permit as well as the following:

1. 1950 Riverside Dr. – flood and utility easements
2. 4415 Garnet Ln. – ditch and utility easements
3. 2350 Norwood Av. – right-of-way dedication and multi-use path easement
4. 2140 Tamarack Av. – flood easement

1.24 Annexation. The applicable policies (a, b, c and e) in regard to annexation to be pursued by the city are:

a) Annexation will be required before adequate facilities and services are furnished.

City services will be available to the subject properties with annexation.

b) The city will actively pursue annexation of county enclaves, Area II properties along the western boundary, and other fully developed Area II properties. County enclave means an unincorporated area of land entirely contained within the outer boundary of the city. Terms of annexation will be based on the amount of development potential as described in (c), (d), and (e) of this policy.

These properties are either part of an existing county enclave or in fully developed Area II neighborhoods, thus annexation of the properties would further this policy.

c) Annexation of existing substantially developed areas will be offered in a manner and on terms and conditions that respect existing lifestyles and densities. The city will expect these areas to be brought to city standards only where necessary to protect the health and safety of the residents of the subject area or of the city. The city, in developing annexation plans of reasonable cost, may phase new facilities and services. The county, which now has jurisdiction over these areas, will be a supportive partner with the city in annexation efforts to the extent the county supports the terms and conditions being proposed.

The proposed zoning of all the properties will reflect the existing development pattern most appropriate for their respective neighborhoods. Upon annexation, Four of the six properties will connect to both city water and sewer as per city standards and discontinue use of well and septic systems on the properties. Two properties (1085 Gapter Rd. and 2200 Emerald Av.) will connect only to city sewer. 4415 Garnet Ln. is already on city sewer and will connect to city water. Under the annexation agreement, all properties (except 2200 Emerald Av.) must connect to both water and sewer if the property is sold.

e) Annexation of substantially developed properties that allows for some additional residential units or commercial square footage will be required to demonstrate community benefit

commensurate with their impacts. Further, annexations that resolve an issue of public health without creating additional development impacts should be encouraged.

Four of the six properties are large enough to subdivide into at least two lots under the proposed zoning. The Planning Board and City Council approved the "Guidelines for Annexation Agreements" (Attachment C) in June 2002 which outline the community benefit requirements for substantially developed residential properties. Consistent with these policies, the annexation agreements for the subject properties will be required to pay two times the cash in-lieu contribution as set forth in the city's inclusionary zoning ordinance to the Housing Trust Fund for any additional units on the properties at the time of building permit.

PUBLIC COMMENT AND PROCESS:

Required public notice was given in the form of written notification mailed to all property owners within 600 feet of the subject properties and a sign posted on the property for at least 10 days. All notice requirements of section 9-4-3, B.R.C. 1981, have been met.

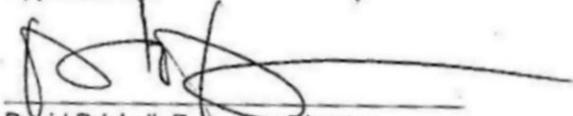
STAFF FINDINGS AND RECOMMENDATION:

1. Staff finds the proposed annexations to be consistent with State statutes.
2. Staff finds the proposed annexations to be consistent with the BVCP.
3. Staff finds the application for initial zoning for each property to be consistent with the respective BVCP land use designation. And that the easement dedications and the City's flood plain regulations meet the intent of the OS-O land use designation.

Therefore, staff recommends that Planning Board adopt the following motions:

Motion that Planning Board recommend to City Council approval of the six proposed annexations subject to the annexation conditions in the respective annexation agreements attached to the staff memorandum with initial zoning of RR-1, RR-2, or RE as specifically proposed for each property in the staff memo.

Approved By:

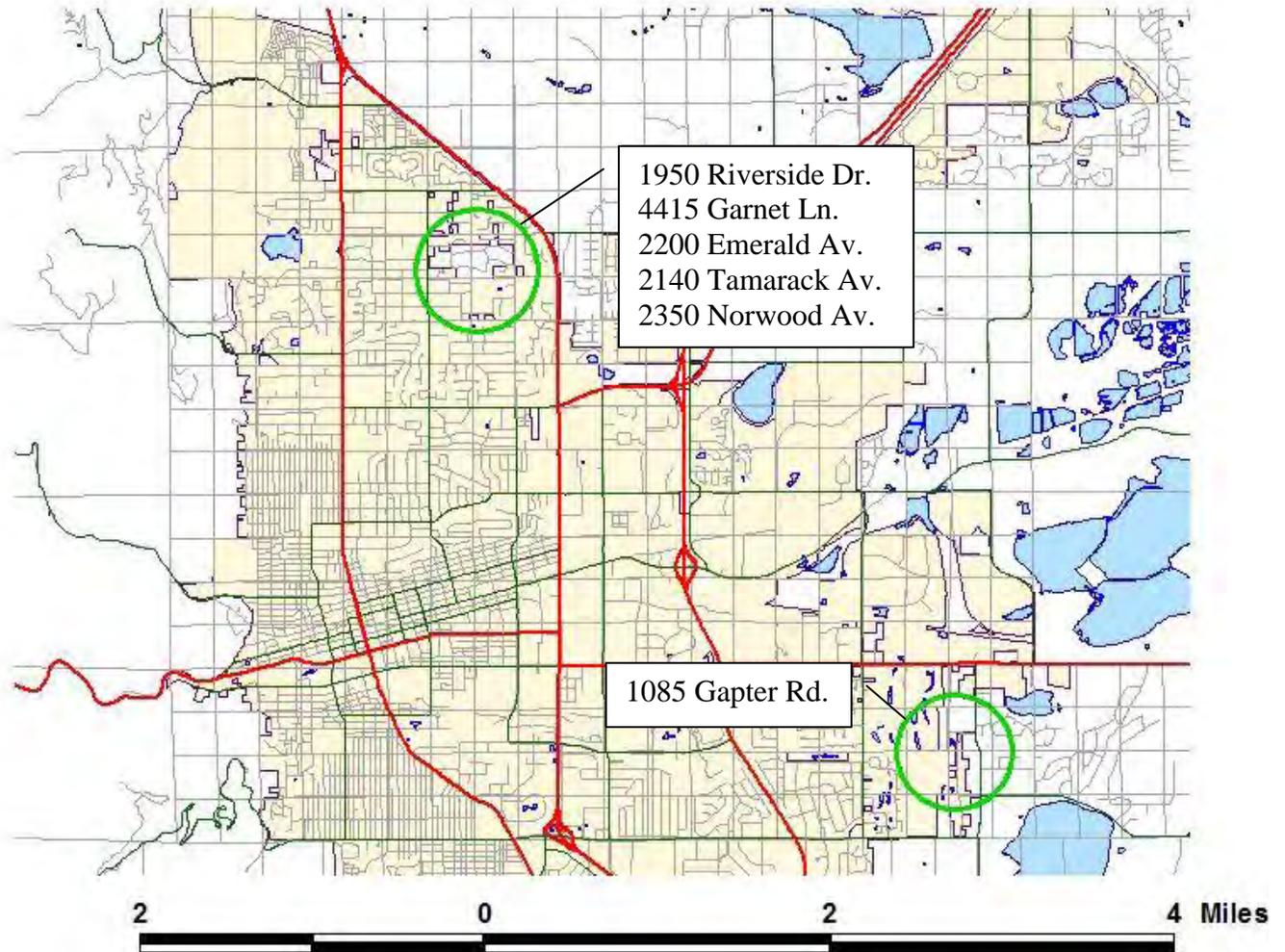


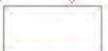
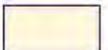
David Driskell, Executive Director
Department of Community Planning and Sustainability

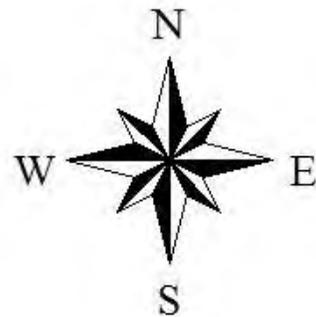
ATTACHMENTS:

- Attachment A: [Location of Subject Properties](#)
- Attachment B: [Annexation Maps](#)
- Attachment C: [City of Boulder Guidelines for Annexation Agreements](#)
- Attachment D: [Applicants' Annexation Petitions](#)
- Attachment E: [Annexation Agreements](#)

Location of Subject Properties



- Main Roads**
-  Arterial
 -  Highway
 -  Street Centerlines
 -  Survey Polygons
 -  Lakes
 -  City Limits



ANNEXATION MAP

A PARCEL OF LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

TOTAL AREA = 58,258 SQ FT, OR 1.34 ACRES, MORE OR LESS

Parcel Description
(PROVIDED BY DEED RECORDED AT RECEPTION NO. 2846717)

PARCEL I:
A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 00°30'00" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2862.72 FEET; THENCE NORTH 89°46'38" EAST, 387.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°46'38" EAST, 75 FEET; THENCE NORTH 00°01'17" EAST, 30 FEET; THENCE NORTH 89°46'38" EAST, 382.84 FEET; THENCE NORTH 00°02'23" WEST, 298.65 FEET; THENCE SOUTH 89°50'00" WEST, 457.53 FEET; THENCE SOUTH 00°01'17" WEST, 317.10 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 140 FEET AND THE EASTERLY 140 FEET THEREOF, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL II:
A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 00°05'30" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2862.72 FEET TO THE CENTER OF SAID SECTION 18; THENCE NORTH 89°46'38" EAST, 622.87 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE NORTH 00°01'17" EAST, 30.00 FEET; THENCE NORTH 89°46'38" EAST, 85.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED ON FILM 1138, RECEPTION NO. 417645, THE POINT OF BEGINNING.

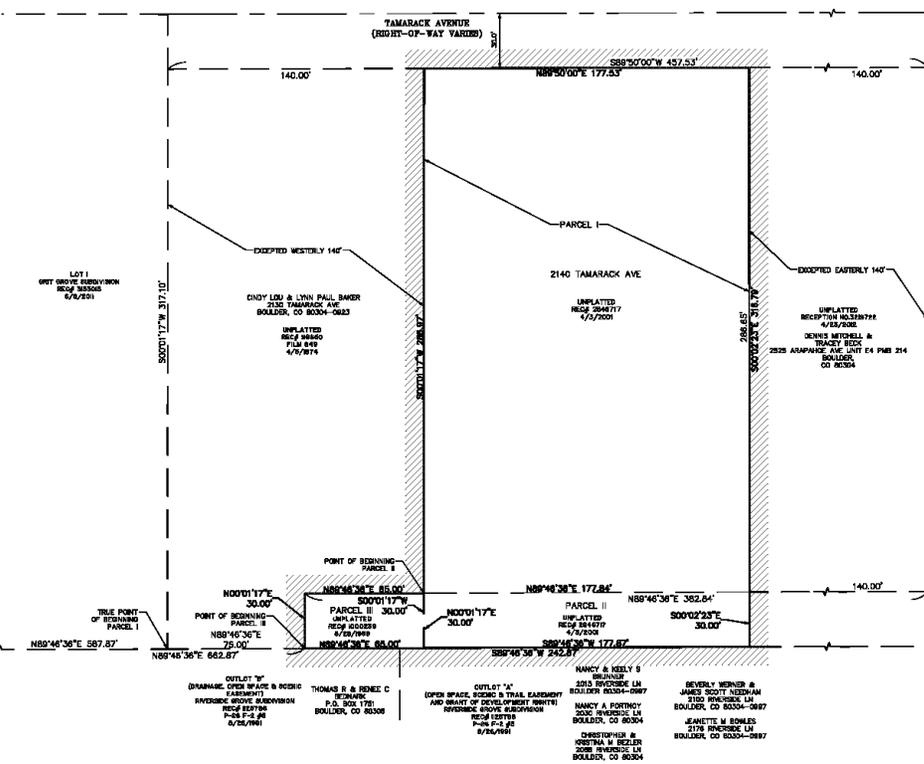
THENCE NORTH 89°46'38" EAST, 177.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°02'23" EAST, 30.00 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE SOUTH 89°46'38" WEST, 177.87 FEET; THENCE NORTH 00°01'17" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III:
(PROVIDED BY DEED RECORDED AT RECEPTION NO. 1000236)
A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°05'30" E. ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2862.72 FEET TO THE CENTER OF SAID SECTION 18; THENCE NORTH 89°46'38" E, 587.87 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN A DEED RECORDED ON FILM 848, RECEPTION NUMBER 008850; THENCE NORTH 89°46'38" E 75.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°01'17" E, 30.00 FEET; THENCE NORTH 89°46'38" E 65.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 00°01'17" W, 30.00 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE SOUTH 89°46'38" W 85.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1950 SQUARE FEET, MORE OR LESS.

Legend

- ⊕ ALIQUOT CORNER
- ▨ CURRENT LIMITS OF THE CITY OF BOULDER



- Notes**
- THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR BINDER. EASEMENTS AND RIGHTS-OF-WAY DISCOVERED IN THE COURSE OF OUR INVESTIGATION ARE SHOWN HEREON. EASEMENTS SUCH AS UNRECORDED EASEMENTS MAY NOT HAVE BEEN DISCOVERED IN OUR SEARCH AND MAY AFFECT THE SUBJECT PROPERTY. IT IS RECOMMENDED THAT THE CLIENT OBTAIN A CURRENT TITLE COMMITMENT OR BINDER TO FURTHER AID IN RESEARCHING EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY.
 - ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREIN.
 - THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT CITY OF BOULDER LIMITS.
 - ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-6-508.
 - THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORDED INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Contiguity

TOTAL PERIMETER.....	1,119.18'
1/8TH PERIMETER.....	188.53'
PERIMETER CONTIGUOUS TO CITY LIMITS.....	1,119.18'

DATE		REVISION		DATE		REVISION	
ANNEXATION MAP PREPARED FOR CITY OF BOULDER		ANNEXATION MAP PREPARED FOR CITY OF BOULDER		ANNEXATION MAP PREPARED FOR CITY OF BOULDER		ANNEXATION MAP PREPARED FOR CITY OF BOULDER	
Flatirons, Inc. Surveying & Geomatics 3025 IRIS AVE, STE 200 DENVER, CO 80205 3025 IRIS AVE, STE 200 DENVER, CO 80205 P.O. BOX 442-7001 DENVER, CO 80205				JOB NUMBER: 14-84-281 DATE: 09-25-2014 DRAWN BY: S. PRESSCOTT CHECKED BY: WW/JZG/KK SHEET 1 OF 1			

Surveyor's Certificate
I, JOHN B. GUYTON, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC. THAT THIS ANNEXATION MAP OF THE ABOVE DESCRIBED LAND WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE ON SEPTEMBER 23, 2014 AND THAT AT LEAST 1/8TH OF THE TOTAL PERIMETER OF THAT LAND TO BE ANNEXED IS CONTIGUOUS TO THE EXISTING CITY OF BOULDER LIMITS.

JOHN B. GUYTON
COLORADO P.L.S. #8408
CHARMAN/CSO, FLATIRONS, INC.

City of Boulder
Guidelines for Annexation Agreements
-Individual Annexations of Mostly Developed Residential Properties
in Area II-

June 25, 2002

I. Background:

The purpose of these guidelines is to provide general direction for negotiating annexation agreements with individual landowners of mostly developed residential properties in Area II. They are intended to clarify city expectations in individual annexations. These guidelines have been endorsed by Planning Board and City Council and are a reference for city staff, landowners, Planning Board and City Council in future individual annexation negotiations.

The Boulder Valley Comprehensive Plan provides a framework for annexation and urban service provision. With the 2001 update to the BVCP, Annexation Policy 1.25 was amended to provide more clarity about annexations. The amendments to the policy included the following:

- Direction for the city to actively pursue annexation of county enclaves, Area II properties along the western boundary, and other mostly developed Area II properties;
- Direction to the county to attach great weight to the city's input on development in enclaves and developed Area II lands and to place emphasis on conforming to the city's standards in these areas; and
- A policy that developed parcels proposed for annexation that are seeking no greater density or building size should not be required to provide the same level of community benefit as vacant parcels until more development of the parcel is applied for.

In order to reduce the negative impacts of new development in the Boulder Valley, the BVCP states that the city shall annex Area II land with significant development or redevelopment potential only on a very limited basis. Such annexations will be supported only if the annexation provides a special opportunity to the city or community benefit.

These guidelines apply primarily to mostly developed residential properties in Area II. In most of these cases, the city would not request a community benefit with the annexation. However, a few of the properties that are currently developed in the county may have further development potential once annexed into the city. These guidelines further refine the BVCP Policy 1.25 by specifically outlining which properties will be asked to provide community benefit upon annexation and what form of community benefit may be requested by the city.

II. General Principles of Individual Annexations of Mostly Developed Residential Properties:

- A. In terms of the city's interests, the benefits of annexing mostly developed residential properties in Area II outweigh the costs.
- B. The city has a strong desire to annex many of the residential properties in Area II because of the potential environmental and health issues associated with well and septic systems.
- C. The basic fees associated with annexation (plant investment and impact fees) should not be reduced for individual property owners seeking annexation (although financing and payback may be negotiated).
- D. The city has a legal obligation under state law to annex enclaves at the request of the property owner without terms and conditions beyond those required through existing ordinances.

- E. The city may apply additional terms and conditions to enclaves only through negotiation with the property owner. (Use caution when applying community benefit).

III. Principles of Applying City Community Benefit Policy:

- A. Community benefit should only be applied to properties with additional development potential.
- B. For the purposes of these guidelines, additional development potential includes the ability to subdivide the property and/or build at least one additional unit on the property. Additional development potential **does not** include the ability to add on to an existing house or to replace an old house with a new one (scrape-offs).
- C. Although emphasis is placed on affordable housing, community benefit is not restricted to housing. An affordable housing benefit should be balanced with other benefits such as land or property dedications (landmarking, flood and open space easements) or other restrictions that help meet BVCP goals.
- D. The city should strive for consistency in applying the affordable housing requirement to properties with additional development potential. In areas where new affordable units are appropriate (Crestview East), restrictions should be placed on the affordability of the new units. In areas where new affordable units are not appropriate or feasible, (Gould Subdivision, 55th St. enclaves), the applicant should be requested to pay two times the cash contribution in-lieu of providing on-site affordable housing.

IV. Framework for Basic Annexation Conditions for All Properties:

- A. Inclusion in the Boulder Municipal Subdistrict and the Northern Colorado Water Conservancy District.
- B. Assessment for waterline and sanitary sewer along street frontage (either existing or to be constructed).
- C. Development Excise Tax (DET).
- D. Storm Water and Flood Management Utility Plant Investment fees.
- E. Water and Wastewater Utility Plant Investment Fee.
- F. Dedication to the city of right-of-way for streets, alleys, water mains, and/or fire hydrants.
- G. Agreement to participate in their pro rata share of any future right-of-way improvements (paving, roadbase, curb, gutter, landscaping, sidewalks, bicycle and pedestrian path connections).
- H. Properties with Silver Lake Ditch rights: The city would ask the property owner to sell all interests in the ditch company to the city.
- I. Properties with other ditch rights: The city would ask for the first Right of Refusal for any ditch rights associated with the property.

V. Application of Community Benefit

A. Guidelines for properties within the flood conveyance zone or with an open space or natural ecosystem land use designations.

1. The city would request dedication of an open space conservation easement for any portion of the site with a BVCP Open Space or Natural Ecosystem land use designation.
2. The city would request dedication to the city of a stormwater and floodplain easement for any portion of the site located within the flood conveyance zone.

B. Guidelines for properties with additional development potential.

The guidelines below are based on the definition of development potential as the potential for a property to be subdivided or for additional units to be built on the property. Although the terms of the community benefit requirement may be negotiated on a case-by-case basis, the following are the general guidelines for requesting community benefit:

1. A community benefit requirement in the form of two times the cash in-lieu contribution as set forth in the city's inclusionary zoning ordinance to the Housing Trust Fund would be negotiated with property owners in ER and RR zones.
2. For properties in LR and MR zones, a condition would be negotiated that a certain percentage of any new dwelling units be made permanently affordable to various income groups (see specific guidelines for each property group below).
3. For enclaves, the affordable housing request should be consistent with similar annexations in the area (see specific guidelines for each property group below).
4. For edge properties, the cash-in-lieu requested would be two times that required under the inclusionary zoning ordinance.

C. Guidelines for specific property areas.

1. Enclave – Crestview East

- a. All properties:
 - Request that the applicant demonstrate compliance with the North Boulder Subcommunity Plan Design Guidelines upon redevelopment or other applicable developed zoning district standards.
- b. Properties along Fourmile Canyon Creek:
 - Attempt to secure through negotiation, dedication of conservation, trail, and floodplain and drainage utility easements to the city to meet the objectives of the Greenways Master Plan and the Stormwater and Flood Management Utility.
- c. Properties with subdivision potential – split MR/LR zoning:
 - 50% of any newly constructed units should be permanently affordable to low and middle income households.
- d. Properties with subdivision potential – split LR/ER zones:
 - 25% of any newly constructed units should be permanently affordable to middle income households; and
 - Market rate units permitted on site should pay twice the applicable cash-in-lieu amount required by inclusionary zoning provisions.
- e. Properties with subdivision potential – ER zones:
 - Payment of two times the cash contribution in-lieu of providing on-site affordable housing set forth in the city's inclusionary zoning ordinance for each new dwelling unit (prior to building permit).

2. Enclave – Githens Acres and other miscellaneous North Boulder enclave properties.

- a. All properties:
 - Request that the applicant demonstrates compliance with the North Boulder Subcommunity Plan Design Guidelines upon redevelopment or other applicable developed zoning district standards.
- b. Properties along Fourmile Canyon Creek:

- Attempt to secure through negotiation, dedication of conservation, trail, and floodplain and drainage utility easements to the city to meet the objectives of the Greenways Master Plan.

3. Enclave – Pennsylvania Ave.

- Three properties along the Wellman Canal (5255, 5303, and 5101):
 - Attempt to secure through negotiation, dedication of a trail easement to the city to meet the objectives of the city’s Transportation Master Plan.
- For all properties:
 - Request payment for share of sidewalk improvements along Pennsylvania Ave.

4. Enclave – 55th St.

- Property with an MR land use designation (1415 55th St.):
If zoned LR-D,
 - Payment of two times the cash contribution in-lieu of providing on-site affordable housing set forth in the city’s inclusionary zoning ordinance for each new dwelling unit. (at the time of building permit) or;
 - Any newly constructed units must be permanently affordable to middle income households.
 If zoned MR-D,
 - 50% of any newly constructed units must be permanently affordable to low and middle income households.
- Properties with an LR land use designation and further development potential (994, 836, 830 55th St. and 5495 Baseline Rd.):
 - Payment of two times the cash contribution in-lieu of providing on-site affordable housing set forth in the city’s inclusionary zoning ordinance for each new dwelling unit (at the time of building permit).

5. Gould Subdivision

- Three properties with additional development potential (2840 Jay Rd., 2818 Jay Rd., 4040 28th St.):
 - Payment of two times the cash contribution in-lieu of providing on-site affordable housing set forth in the city’s inclusionary zoning ordinance for each new dwelling unit.

6. Western Edge

- Two properties with a VLR land use designation and development potential (0 Linden Dr., and 3650 4th St.):
 - Payment of two times the cash contribution in-lieu of providing on-site affordable housing set forth in the city’s inclusionary zoning ordinance for each new dwelling unit. (at the time of subdivision).
- Properties at 3365 4th St., 3047 3rd St., 2975 3rd St., and 2835 3rd St.:

- An open space conservation easement, for the portion of the property that is west of the ABlue Line,” should be dedicated to the city.

7. Old Tale Rd./Cherryvale Rd.

a. Properties along South Boulder Creek:

- Attempt to secure through negotiation, dedication of conservation, trail, and floodplain and drainage utility easements to the city to meet the objectives of the Greenways Master Plan and the Stormwater and Flood Management Utility.

CITY OF BOULDER
CITY CLERK'S OFFICE
CENTRAL RECORDS

2014 JUL 22 PM 2:08 ANNEXATION PETITION
Submit with your application.

RECEIVED
JUN 11 2014

Annexation Information

Location of property to be annexed: 1950 Riverside Ave

Legal Description: House

Size of property: 1 acre Requested Zoning: ER

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- Boulder Valley School District
- Left Hand Water District
- St. Vrain School District
- Other (list) _____
- Boulder Rural fire District
- _____
- Cherryvale Fire District
- _____

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. Seana Grady
2. _____
3. _____
4. _____

Give to:
Chris Meschuk.

ANNEXATION PETITION

Signature of petitioners requesting annexation of property to the city of Boulder, Colorado

Date of signature of each petitioner

Mailing address of each petitioner

Description of property included within the area proposed for annexation owned by each person signing this petition. (Attach separate sheet, if necessary).



6-11-14

1950 Riverside Ave
Boulder, CO 80304

1 House / Residence
on one acre

**SIGN POSTING REQUIREMENTS
APPLICANT'S ACKNOWLEDGMENT FORM**

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

CITY CODE REQUIREMENT FOR SIGN POSTING OF LAND USE REVIEW APPLICATIONS -

Excerpt of Section 9-4-3(c), B.R.C. 1981: Public Notice of Application: The city manager will provide the following public notice of a development review application:

(1) Posting: After receiving such application, the manager will cause the property for which the application is filed to be posted with a notice indicating that a development review application has been made, the type of review requested, and that interested persons may obtain more detailed information from the planning department. The notice shall meet the following standards:

(A) The notice shall be placed on weatherproof signs that have been provided by the City and placed on the property that is the subject of the application.

(B) All such notice shall be posted no later than ten days after the date the application is filed to ensure that notice is posted early in the development review process.

(C) The signs shall be placed along each abutting street, perpendicular to the direction of travel, in a manner that makes them clearly visible to neighboring residents and passers-by. At least one sign shall be posted on each street frontage.

(D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.

(E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, Seana Grady, am filing a Land Use Review or Technical Document Review
(PRINT NAME OF APPLICANT OR CONTACT PERSON)
application [on behalf of the property owner(s)] Seana Grady for property located
(PRINT NAME OF OWNER(S) IF OTHER THAN APPLICANT/CONTACT)
at 1950 Riverside Ave. I have read the city's sign posting requirements above and acknowledge and
(PRINT PROPERTY ADDRESS OR LOCATION)
agree to the following:

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
3. I understand that certain future changes to my application, including but not limited to, changes to the project description or adding a review type, may require that I post a new sign(s). The city will notify me if such a reposting is required and provide me with a necessary replacement sign(s).
4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.

Seana Grady

NAME OF APPLICANT OR CONTACT PERSON

6-11-14

DATE

Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

2014 JUL 22 PM 2:08

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 4415 GARNET LANE BOULDER, CO 80304

Legal Description: _____

Size of property: 1.04 ACRES Requested Zoning: RE

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- | | |
|--|--------------------------------|
| <input checked="" type="checkbox"/> Boulder Valley School District | _____ Left Hand Water District |
| _____ St. Vrain School District | _____ Other (list) |
| _____ Boulder Rural fire District | _____ |
| _____ Cherryvale Fire District | _____ |

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. FRANK L. ALEXANDER (303) 519-8365, frank.l.alexander@gmail.com
2. _____
3. _____
4. _____

ANNEXATION PETITION

Signature of petitioners requesting annexation of property to the city of Boulder, Colorado

Date of signature of each petitioner

Mailing address of each petitioner

Description of property included within the area proposed for annexation owned by each person signing this petition. (Attach separate sheet, if necessary).

Chad Z. Alexander

06.20.2014

4415 GARNET LANE
BOULDER, CO 80304

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

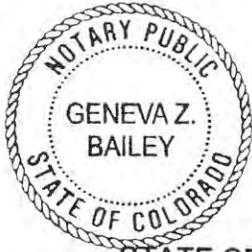
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this 20th day of June, A.D. 2014

Witness my hand and official seal. My commission expires: 02/10/2018

Genevieve Z. Bailey
Notary Public



CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this _____ day of _____, A.D. 20 _____

Witness my hand and official seal. My commission expires: _____

Notary Public

SIGN POSTING REQUIREMENTS APPLICANT'S ACKNOWLEDGMENT FORM

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

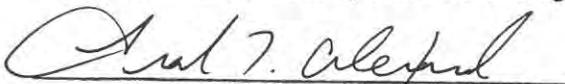
CITY CODE REQUIREMENT FOR SIGN POSTING OF LAND USE REVIEW APPLICATIONS - Excerpt of Section 9-4-3(c), B.R.C. 1981: Public Notice of Application: The city manager will provide the following public notice of a development review application:

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- (B) All such notice shall be posted no later than ten days after the date the application is filed to ensure that notice is posted early in the development review process.
- (C) The signs shall be placed along each abutting street, perpendicular to the direction of travel, in a manner that makes them clearly visible to neighboring residents and passers-by. At least one sign shall be posted on each street frontage.
- (D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.
- (E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, FRANK L. ALEXANDER, am filing a Land Use Review or Technical Document Review application [on behalf of the property owner(s)] _____ for property located at 4415 GARNET LANE. I have read the city's sign posting requirements above and acknowledge and agree to the following:

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
3. I understand that certain future changes to my application, including but not limited to, changes to the project description or adding a review type, may require that I post a new sign(s). The city will notify me if such a reposting is required and provide me with a necessary replacement sign(s).
4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.


NAME OF APPLICANT OR CONTACT PERSON
FRANK L. ALEXANDER

06.26.2014
DATE

Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

2014 JUL 22 PM 2:08

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 1085 GARTER RD - BOULDER 80303

Legal Description: _____

Size of property: _____ Requested Zoning: _____

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- | | |
|--|--------------------------------|
| <input checked="" type="checkbox"/> Boulder Valley School District | _____ Left Hand Water District |
| _____ St. Vrain School District | _____ Other (list) |
| _____ Boulder Rural fire District | _____ |
| _____ Cherryvale Fire District | _____ |

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. SILVANO DELUCA
2. ELVIRA G. DELUCA
3. CITASE BANK
4. FIRST BANK

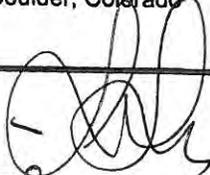
ANNEXATION PETITION

Signature of petitioners requesting annexation of property to the city of Boulder, Colorado

Date of signature of each petitioner

Mailing address of each petitioner

Description of property included within the area proposed for annexation owned by each person signing this petition. (Attach separate sheet, if necessary).



7.3.14

1085 CAPTER RD
BOULDER, Co 80303

Shirine DeLuca 7.3.14

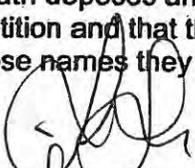
1085 CAPTER RD
BOULDER, Co 80303

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Silvano DeLuca and Elvira DeLuca^{BO}

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.


Silvano DeLuca^{BO}
Circulator

Subscribed and sworn to before me this 3rd day of July, A.D. 20 14.

Witness my hand and official seal. My commission expires: 9-20-2016.

ANDREA J GUENTHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124060448
MY COMMISSION EXPIRES 9/20/2016



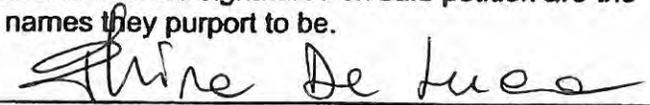
Notary Public

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Elvira DeLuca

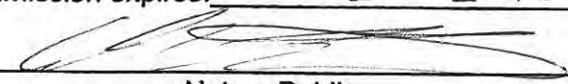
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.


Elvira DeLuca
Circulator

Subscribed and sworn to before me this 3rd day of July, A.D. 20 14.

Witness my hand and official seal. My commission expires: 9-20-2016.

ANDREA J GUENTHER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124060448
MY COMMISSION EXPIRES 9/20/2016



Notary Public

**SIGN POSTING REQUIREMENTS
APPLICANT'S ACKNOWLEDGMENT FORM**

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

CITY CODE REQUIREMENT FOR SIGN POSTING OF LAND USE REVIEW APPLICATIONS - Excerpt of Section 9-4-3(c), B.R.C. 1981: Public Notice of Application: The city manager will provide the following public notice of a development review application:

(1) Posting: After receiving such application, the manager will cause the property for which the application is filed to be posted with a notice indicating that a development review application has been made, the type of review requested, and that interested persons may obtain more detailed information from the planning department. The notice shall meet the following standards:

(A) The notice shall be placed on weatherproof signs that have been provided by the City and placed on the property that is the subject of the application.

(B) All such notice shall be posted no later than ten days after the date the application is filed to ensure that notice is posted early in the development review process.

(C) The signs shall be placed along each abutting street, perpendicular to the direction of travel, in a manner that makes them clearly visible to neighboring residents and passers-by. At least one sign shall be posted on each street frontage.

(D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.

(E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, SILVANO DE LUCA, am filing a Land Use Review or Technical Document Review application [on behalf of the property owner(s) AND ELVIRA G. DE LUCA for property located at 1085 GARTER RD. I have read the city's sign posting requirements above and acknowledge and agree to the following:

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
3. I understand that certain future changes to my application, including but not limited to, changes to the project description or adding a review type, may require that I post a new sign(s). The city will notify me if such a reposting is required and provide me with a necessary replacement sign(s).
4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.

SILVANO DE LUCA

NAME OF APPLICANT OR CONTACT PERSON

DATE

Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

2014 JUL 22 PM 2:08

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 2200 Emerald Rd, Boulder, CO
Legal Description: Lot 3, Block 6, Githens Acres
Size of property: 1.25 Acres Requested Zoning: _____

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- | | |
|--|--------------------------------|
| <input checked="" type="checkbox"/> Boulder Valley School District | _____ Left Hand Water District |
| _____ St. Vrain School District | _____ Other (list) |
| _____ Boulder Rural fire District | _____ |
| _____ Cherryvale Fire District | _____ |

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. Stephen and Amy Carpenter
2. _____
3. _____
4. _____

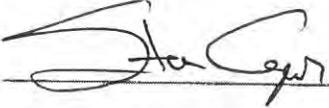
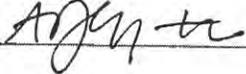
ANNEXATION PETITION

Signature of petitioners requesting annexation of property to the city of Boulder, Colorado

Date of signature of each petitioner

Mailing address of each petitioner

Description of property included within the area proposed for annexation owned by each person signing this petition. (Attach separate sheet, if necessary).

	6-30-14	1550 Poplar Ave Boulder, CO 80304	Lot 3, Block 6, Githens Acres
	6.30.14	1550 Poplar Ave Boulder CO 80304	"

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Stephen Carpenter

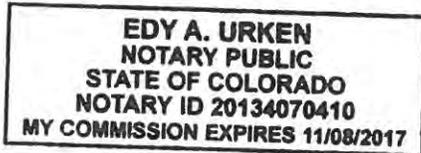
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

[Signature]

Circulator

Subscribed and sworn to before me this 30th day of June, A.D. 2014

Witness my hand and official seal. My commission expires: 11/8/2017



[Signature]
Notary Public

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Amy J. Carpenter

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

[Signature]

Circulator

Subscribed and sworn to before me this 30th day of June, A.D. 2014

Witness my hand and official seal. My commission expires: 11/8/2017



[Signature]
Notary Public

**SIGN POSTING REQUIREMENTS
APPLICANT'S ACKNOWLEDGMENT FORM**

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

CITY CODE REQUIREMENT FOR SIGN POSTING OF LAND USE REVIEW APPLICATIONS -

Excerpt of Section 9-4-3(c), B.R.C. 1981: Public Notice of Application: The city manager will provide the following public notice of a development review application:

(1) Posting: After receiving such application, the manager will cause the property for which the application is filed to be posted with a notice indicating that a development review application has been made, the type of review requested, and that interested persons may obtain more detailed information from the planning department. The notice shall meet the following standards:

- (A) The notice shall be placed on weatherproof signs that have been provided by the City and placed on the property that is the subject of the application.
- (B) All such notice shall be posted no later than ten days after the date the application is filed to ensure that notice is posted early in the development review process.
- (C) The signs shall be placed along each abutting street, perpendicular to the direction of travel, in a manner that makes them clearly visible to neighboring residents and passers-by. At least one sign shall be posted on each street frontage.
- (D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.
- (E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, Stephen Carpenter : Amy Carpenter am filing a Land Use Review or Technical Document Review
(PRINT NAME OF APPLICANT OR CONTACT PERSON)

application [on behalf of the property owner(s)] _____ for property located
(PRINT NAME OF OWNER(S) IF OTHER THAN APPLICANT/CONTACT)

at 2200 Emerald Rd. I have read the city's sign posting requirements above and acknowledge and
(PRINT PROPERTY ADDRESS OR LOCATION)

agree to the following:

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
3. I understand that certain future changes to my application, including but not limited to, changes to the project description or adding a review type, may require that I post a new sign(s). The city will notify me if such a reposting is required and provide me with a necessary replacement sign(s).
4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.

Stephen Carpenter
NAME OF APPLICANT OR CONTACT PERSON

6-30-14
DATE

Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

2014 JUL 22 PM 2:08

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 2326, 2350, 2364, 2372, Norwood

Legal Description: tract 2517 Sec 18 T1N70

Size of property: 1.25 ac. Requested Zoning: ER*

** group housing?*

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- Boulder Valley School District
- Left Hand Water District
- St. Vrain School District
- Other (list) Northern Colo.
- Boulder Rural fire District
- Cherryvale Fire District

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. Norwood Gardens LLC
2. Colo. Bus. Bank
3. Dixie Lynn Jennie
4. _____

Please Note:

No person shall petition to the city of Boulder for annexation of any real property until he has first read and thereafter follows these instructions in the execution of the within petition:

1. Every person signing the within annexation petition must personally insert the information required on the signature page(s) attached to the petition.
2. The person or persons who circulate the within petition must witness the signatures of every person signing this petition and so certify by executing the affidavit attached on the last page of this petition.
3. The following definitions of terms shall be applicable throughout this petition and every subsequent step of the annexation proceeding commenced pursuant to this petition:
 - a. Landowner: means the owner in fee of any undivided interest in a given parcel of land. If the mineral estate has been severed, the landowner is the owner in fee of an individual interest in the surface estate and not the owner in fee of an individual interest in the mineral estate. In the case of multiple landowners, such as tenants in common or joint tenants, only one such landowner need petition for annexation, and the signature of one such landowner shall be sufficient, provided however, that said signing landowner had become liable for taxes in the last preceding calendar year or is exempt by law from payment of taxes, and provide further, that no other owner in fee of an individual interest of the same property objects to the annexation of the said property within 14 days after the filing of the annexation petition by submitting a written statement of his objections to the City Council.

A purchaser of real property shall be deemed a landowner for the purpose of an annexation petition if:

 - (1) The said purchaser is purchasing the land pursuant to a written contract duly recorded, and
 - (2) The said purchaser has paid the taxes thereon for the next preceding tax year.

A corporation, non-profit, owning land shall be deemed a landowner, and the same persons authorized to convey land for the corporation shall sign the within petition on behalf of such corporation.
 - b. Nonresident Landowner: means any person owning property in the area proposed to be annexed, who is not a qualified elector as herein below defined, and who is at least eighteen (18) years of age as attested to by a sworn affidavit.
 - c. Identical Ownership: means a situation where each owner has exactly the same degree of interest in a separate parcel of two or more parcels of land.
 - d. Contiguous: means that one-sixth of the boundary of the territory proposed for annexation and the city limits must coincide. Contiguity as referred to in this petition or subsequent annexation proceedings is not affected by the existence of a platted street or alley, public or private transportation right-of-way or area, or a lake, reservoir, stream, or other natural or artificial waterway between the city limits of the city of Boulder and the territory to be annexed.
4. This petition must be filed with the City Clerk of the city of Boulder.

9. That at least four copies of an annexation map setting forth with reasonable certainty a written legal description of the boundaries of the area proposed to be annexed, a delineation of the outer boundaries of the above described territory, and the location of each ownership, tract and/or the boundaries and the plat numbers of plats and lots and blocks, the portion of the boundary contiguous with the existing city limits of the city of Boulder, and the dimensions of said contiguous boundary, all upon a material and of a size suitable for recording or filing with the City Clerk of the city of Boulder, and the dimensions of said contiguous boundary, all upon a material and of a size suitable for recording or filing with the City Clerk of the city of Boulder, accompany, have been attached hereto and hereby constitute a part of this petition.
10. That the above described territory is not presently a part of any incorporated city, city and county, or town.
11. That the above area described will (not) result in the detachment of area from any school district and the attachment of the same to another school district (and the resolution of school board of the district to which the area will be attached approving this annexation request).

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

MARILYN JORRIE
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Marilyn Jorrie
Circulator

Subscribed and sworn to before me this 12th day of June, A.D. 2014.

Witness my hand and official seal. My commission expires: 11/8/2017.

**EDY A. URKEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134070410
MY COMMISSION EXPIRES 11/08/2017**

Edy A. Urken
Notary Public

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this _____ day of _____, A.D. 20_____.

Witness my hand and official seal. My commission expires: _____.

Notary Public

SIGN POSTING REQUIREMENTS APPLICANT'S ACKNOWLEDGMENT FORM

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

CITY CODE REQUIREMENT FOR SIGN POSTING OF LAND USE REVIEW APPLICATIONS - Excerpt of Section 9-4-3(c), B.R.C. 1981: Public Notice of Application: The city manager will provide the following public notice of a development review application:

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- (C) The signs shall be placed along each abutting street, perpendicular to the direction of travel, in a manner that makes them clearly visible to neighboring residents and passers-by. At least one sign shall be posted on each street frontage.
- (D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.
- (E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, MARILYN JORRIE, am filing a Land Use Review or Technical Document Review application [on behalf of the property owner(s) NORWOOD GARDEN LLC for property located at 2326/2330/2364/2372 (PRINT PROPERTY ADDRESS OR LOCATION). I have read the city's sign posting requirements above and acknowledge and agree to the following: Norwood Ave 80304

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
3. I understand that certain future changes to my application, including but not limited to, changes to the project description or adding a review type, may require that I post a new sign(s). The city will notify me if such a reposting is required and provide me with a necessary replacement sign(s).
4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.

Marilyn Jorrie
NAME OF APPLICANT OR CONTACT PERSON

6-12-2014
DATE

Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

2014 AUG 21 AM 10:00

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 2140 - 2150 Tamarack Ave.

Legal Description: see attached

Size of property: approx 57948 sf Requested Zoning: RE

Impact Report

If the area proposed for annexation is more than ten acres in size, an annexation impact report as required by state law (31-12-105.5, C.R.S.) must be submitted to the Planning Department prior to the first reading of the ordinance annexing the subject property by City Council. The Board of County Commissioners may waive this requirement. If so, a letter from the Board must be submitted to the Planning Department.

Districts

Please check those districts in which the property proposed for annexation is included:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Boulder Valley School District | <input type="checkbox"/> Left Hand Water District |
| <input type="checkbox"/> St. Vrain School District | <input type="checkbox"/> Other (list) |
| <input checked="" type="checkbox"/> Boulder Rural fire District | _____ |
| <input type="checkbox"/> Cherryvale Fire District | _____ |

Property Owners

List below all owners or lienholders of the property proposed for annexation (please print):

1. owner: Stephen D. Tebo
2. lien holder: Great Western Bank
3. _____
4. _____

Legal Description from Boulder County Assessor Web site:

TR 2931-C & 3046 & 3910 A 18-1N-70 & 30 FT STRIP VAC SUMAC ADJ AT S PT ID
111160 COMB HERE 10/93



ANNEXATION PETITION

Signature of petitioners requesting annexation of property to the city of Boulder, Colorado

Date of signature of each petitioner

Mailing address of each petitioner

Description of property included within the area proposed for annexation owned by each person signing this petition. (Attach separate sheet, if necessary).

[Handwritten signature]

08/14/14

PO Box T,
Boulder, CO
80506

2140-2150 Tamarack Ave

SIGN POSTING REQUIREMENTS APPLICANT'S ACKNOWLEDGMENT FORM

Required for Certain Land Use Review, Administrative Review, and Technical Document Review Applications

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(D) The signs shall remain in place during the period leading up to a decision by the approving authority, but not less than ten days.

(E) On or before the date that the approving authority is scheduled to make a decision on the application the city manager will require the applicant to certify in writing that required notice was posted according to the requirements of this section.

I, Stephen D. Tebo, am filing a Land Use Review or Technical Document Review application (on behalf of the property owner(s) Stephen D. Tebo for property located at 2140-2150 Tamarack Ave. I have read the city's sign posting requirements above and acknowledge and agree to the following:

1. I understand that I must use the sign(s) that the city will provide to me at the time that I file my application. The sign(s) will include information about my application and property location to provide required public notice.
2. I am responsible for ensuring that the sign(s) is posted on the property described above in such a way that meets the requirements of Section 9-4-3(c), B.R.C. 1981 (listed above), including visibility of the sign(s) and time and duration of the sign(s) posting, and including reposting any signs that are removed, damaged, or otherwise displaced from the site. As necessary, I shall obtain a replacement sign(s) from the city for reposting.
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4. I understand that failing to provide the public notice by sign posting required by the city's land use regulation may result in a delay in the city's issuing a decision or a legal challenge of any issued decision.

Stephen D. Tebo
NAME OF APPLICANT OR CONTACT PERSON

08/14/14
DATE

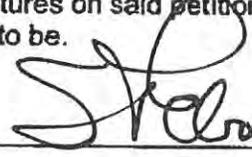
Please keep a copy of this signed form for your reference. If you have any questions about the sign posting requirements or to obtain a replacement sign, please call 303-441-1880.

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Stephen D. Tebo

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

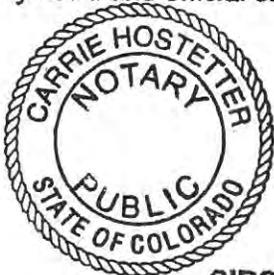


Stephen D. Tebo

Circulator

Subscribed and sworn to before me this 15 day of August, A.D. 20 14.

Witness my hand and official seal. My commission expires: 10/12/15.



Carrie Hostetter
Notary Public

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Circulator

Subscribed and sworn to before me this _____ day of _____, A.D. 20 _____.

Witness my hand and official seal. My commission expires: _____.

Notary Public

For Administrative Purposes Only

Applicants: Seana Grady
 Address: 1950 Riverside Ave.
 Case No. LUR2014-00059

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Seana Grady (the “Applicant”). The City and the Applicant are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicant is the owner of the property generally known as 1950 Riverside Ave., Boulder CO 80304 and more particularly described on the attached **Exhibit A** (the “Property”) included by reference and hereby made a part of this Agreement.

B. The Applicant is interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation, with an initial zoning designation of Residential – Estate (RE) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicant in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicant in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a

- E. Execute a Promissory Note and Deed of Trust, if Applicant selected Payment Option #B, as described under Paragraph 4.B(i) below,
4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicant selects **Option #B** set forth below.
- A. Option #A: Payment in Full. The Applicant shall connect to the City sanitary sewer main within 180 days after the effective date of annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension.
 - B. Option #B: Payment Plan. The Applicant shall connect to the City sanitary sewer main within 180 days after the effective date of the annexation ordinance and shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:
 - i. Prior to connection to the City’s sewer main, the Applicant shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicant’s Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to the City sewer system.

The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.
 - C. Option #C: Future Connection. The Applicant shall connect to the City’s sanitary sewer mains at a time later than what is specified in Option #A and #B above, but no later than the time 1) when the Applicant’s on-site wastewater system fails or is declared unsafe, or the Applicants are otherwise required to stop using the on-site wastewater system by the Boulder County Health Department or the State of Colorado; or 2) the Applicant’s Property is sold; or 3) of Redevelopment of Applicant’s Property, whichever occurs first. At the respective time and prior to the Applicant’s connection to the City’s sanitary sewer main, the Applicant will pay the costs and fees described in Paragraph 3 above based on the then applicable fee schedule.
5. City of Boulder Design and Construction Standards. Any public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction*

Standards applicable at the time of construction, and shall be subject to the review, approval and acceptance of the City Manager.

6. Use of Existing Wells. The City agrees not to prohibit the Applicant from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicant has connected to the city water utility. No person is allowed to make any cross connections between a well and the City’s municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Applicant Responsible for Legal Disconnection of On-site Wastewater System. If the Applicant decides to continue to use an existing on-site wastewater system, the Applicant agrees that the Applicant will connect to the adjacent sanitary sewer main, in accordance with Section 11-2-9, B.R.C. 1981, upon any declaration by Boulder County Public Health to cease and desist using the on-site wastewater system, or other declaration that the on-site wastewater system constitutes a threat to the public health. Currently, under Boulder County Public Health Department policy, all on-site wastewater systems must be permitted and approved by 2023. At that time, any resident still using an on-site wastewater system must either have their system permitted and approved, or connect to the adjacent sanitary sewer main. At the time of any disconnection of the on-site wastewater system and connection to the City’s sanitary sewer main, the Applicant is required to abandon the existing on-site wastewater system in accordance with Boulder County Public Health and State of Colorado regulations.
8. Historic Drainage. The Applicant agrees to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
9. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicant agrees not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
10. Existing Nonstandard Buildings and/or Nonconforming Uses. The Applicant acknowledges that at the time of annexation no uses exist on the Property that were legally established under County zoning that would be prohibited under the City’s Residential-Estate (RE) zoning. The Parties acknowledge that the only non-standard building or structure that exists on the Property at the time of annexation is an existing shed on the east side of the property with an eight-foot setback from the east property line where a larger side yard setback may be required under Section 9-7-2, “Setback Standards,” B.R.C. 1981. Section 9-10-3, “Changes to Nonstandard Buildings, Structures, and Lots and Nonconforming Uses,” B.R.C. 1981, applies to changes to nonstandard buildings. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City’s life safety codes.

11. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.
12. Waiver of Vested Rights. The Applicant hereby waives any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicant acknowledges that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
13. Dedications. The Applicant acknowledges that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.
14. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicant shall provide an original of this Agreement signed by the Applicant, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicant. The Applicant agrees that it will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
15. No Encumbrances. The Applicant agrees that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicant shall neither convey ownership nor further encumber the Applicant's Property, without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicant agrees not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
16. Breach of Agreement. In the event the Applicant breaches or fails to perform any required action or fails to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicant acknowledges that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein described. In the event the Applicant fails to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fails to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicant agrees that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicant and collect

its costs in the manner herein provided. The Applicant agrees to waive any rights she may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt, or acknowledges that the adoption of the annexation ordinance is such enabling ordinance.

17. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
18. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.
19. Right to Withdraw. An Applicant retains the right to withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicant's right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that the Applicant withdraws from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding such Applicant. The City agrees, within 30 days of a request by an Applicant after a withdrawal, to return all previously submitted stormwater/flood management PIF, NCWCD fees and application, and easement and/or rights of way dedication documents which the Applicant submitted pursuant to this Agreement to the City.
20. Flood Control Easement Conditions. The Applicants acknowledge that no accessory structures currently exist within the Flood Control Easement Area. The Applicants shall not construct any new buildings within the Flood Control Easement Area.
21. Cash-in-lieu of Providing Permanently Affordable Housing. For each additional dwelling unit on the Property that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981, the Applicant shall pay twice the applicable cash-in-lieu amount as required per each market unit in that chapter to the City. This amount is payable prior to issuance of a building permit for each new dwelling unit that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981. The parties acknowledge that the Property has the equivalent of **one** habitable dwelling unit on such Property at the time of annexation.
22. Requirements at Subdivision or Issuance of a Building Permit for a New or Replacement Dwelling Unit. At the time of subdivision or issuance of a building permit for a new or replacement dwelling unit:
 - A. Extend and Connect to City Water. The Applicants shall extend and connect to each other (to create a loop) the two water mains in Riverside Avenue that are

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Legal Description
- B: Form of Flood Control Easement
- C: Form of Public Utility Easement
- D: Form of Ditch Easement

EXHIBIT A TO AGREEMENT (Page 1 of 1)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

PARCEL DESCRIPTION
(1950 RIVERSIDE)
(PER DEED RECORDED AT RECEPTION NO. 2793806)

A TRACT OF LAND IN SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 0°05'30" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2,002.09 FEET; THENCE NORTH 89°11'30" EAST A DISTANCE OF 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°11'30" EAST, A DISTANCE OF 150.00' TO THE WEST LINE OF A TRACT DESCRIBED IN THE WARRANTY DEED IN BOOK 1042 AT PAGE 308 OF THE BOULDER COUNTY RECORDS; THENCE NORTH 0°05'30" EAST AND PARALLEL TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 18, A DISTANCE OF 281.46 FEET; THENCE SOUTH 89°53'00" WEST, A DISTANCE OF 150.0 FEET; THENCE SOUTH 0°05'30" WEST, A DISTANCE OF 283.27 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS:

A TRACT OF LAND SITUATE IN THE EAST 1/2 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: THE EAST 1/2 OF THE FOLLOWING DESCRIBED TRACT OF LAND; BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 0°05'30" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 18, 2,002.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°11'30" EAST, 330.0 FEET MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN TRACT DESCRIBED IN THE WARRANTY DEED IN BOOK 1042 AT PAGE 308 OF THE BOULDER COUNTY RECORDS; THENCE NORTH 0°05'30" EAST AND PARALLEL TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 281.46 FEET; THENCE SOUTH 89°53' WEST, 330.0 FEET; THENCE SOUTH 0°05'30" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, 281.46 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; EXCEPT THE WEST 30 FEET THEREOF RESERVED FOR ROAD PURPOSES,
COUNTY OF BOULDER, STATE OF COLORADO.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSI JOB NO. 14-64,206
CHAIRMAN/CEO, FLATIRONS,
JOB NUMBER: 14-64,206
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 22, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64206-ANNEX-C13.DWG DATE:9/22/2014 10:16 AM

EXHIBIT B TO AGREEMENT (Page 1 of 5)

For Administrative Purposes Only
Property Address: 1950 Riverside
Grantor: Seana Grady
Grantee: City of Boulder, Colorado
Case#: LUR2014-00059

GRANT OF FLOOD CONTROL EASEMENT

SEANA GRADY (“Grantor”), whose address is 1950 Riverside, Boulder Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, a flood control easement for the purpose of drainage conveyance and control of flood waters and installation and maintenance of improvements necessary to ensure conveyance as determined by the Grantee, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for her and for her heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by her or her heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants her ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, her heirs, agents, lessees and assigns, and all other successors to her in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Seana Grady

[NOTARY BLOCK FOLLOWS]

EXHIBIT B TO AGREEMENT (Page 2 of 5)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Seana Grady.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT FOR FLOODWAY PURPOSES OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 2793806, DATED JULY 11, 2006, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID PARCEL OF LAND TO BEAR NORTH 00°05'30" EAST, A DISTANCE OF 283.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, NORTH 00°05'30" EAST, A DISTANCE OF 45.03 FEET; THENCE DEPARTING SAID WESTERLY LINE, AND 60' NORTHEASTERLY AND PARALLEL WITH THE CENTERLINE OF WONDERLAND CREEK THE FOLLOWING TWO (2) COURSES: SOUTH 71°34'24" EAST, A DISTANCE OF 47.03 FEET; THENCE SOUTH 27°42'39" EAST, A DISTANCE OF 33.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°11'30" WEST, A DISTANCE OF 60.09 FEET;

SAID EASEMENT CONTAINING 1,892 SQ.FT. OR 0.04 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 14-64,206

JOB NUMBER: 14-64,206
DRAWN BY: E. PRESCOTT
DATE: AUGUST 19, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64206-DESC-C13.DWG DATE:8/19/2014 11:37 AM

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2

RIVERSIDE AVE

1950 RIVERSIDE AVE

UNPLATTED
 REC# 2001506
 11/23/1999

UNPLATTED
 REC# 2793806
 7/11/2006

FLOODWAY EASEMENT
 AREA:
 1,892 SQ.FT. OR 0.04 ACRES
 MORE OR LESS

BASIS OF BEARINGS
 N00°05'30"E 283.27'

S71°34'24"E 47.03'

S27°42'39"E
 33.11'

45.03'

60.0'

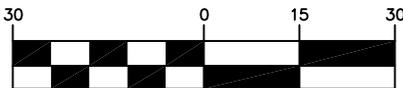
S89°11'30"W 60.09'

POINT OF BEGINNING

APPROXIMATE CENTERLINE
 OF WONDERLAND CREEK

UNPLATTED
 REC# 1436244
 6/13/1994

GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.



JOB NUMBER: 14-64,206
 DRAWN BY: E. PRESCOTT
 DATE: AUGUST 19, 2014

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 PH: (303) 776-1733
 FAX: (303) 776-4355

www.FlatironsInc.com

BY:EPRESCOTT FILE:64206-DESC-C13.DWG DATE:8/19/2014 11:38 AM

For Administrative Purposes Only
Property Address: 1950 Riverside
Grantor: Seana Grady
Grantee: City of Boulder, Colorado
Case#: LUR2014-00059

GRANT OF UTILITY EASEMENT

SEANA GRADY (“Grantor”), whose address is 1950 Riverside, Boulder Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, an easement for the installation, construction, repair, maintenance and reconstruction of utilities and appurtenances thereto, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for her and for her heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by her or her heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants her ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, her heirs, agents, lessees and assigns, and all other successors to her in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Seana Grady

[NOTARY BLOCK FOLLOWS]

EXHIBIT A TO UTILITY EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

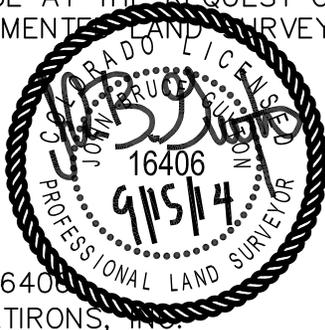
AN EASEMENT FOR SEWER LINE PURPOSES OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 2793806, DATED JULY 11, 2006, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF SAID PARCEL OF LAND TO BEAR SOUTH 89°11'30" WEST, A DISTANCE OF 150.02 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND,
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, NORTH 00°05'30" EAST, A DISTANCE OF 12.50 FEET;
THENCE DEPARTING SAID WESTERLY LINE AND 12.50 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL OF LAND, NORTH 89°11'30" EAST, A DISTANCE OF 150.02 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND;
THENCE ALONG SAID EASTERLY LINE, SOUTH 00°05'30" WEST, A DISTANCE OF 12.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°11'30" WEST, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,875 SQ.FT. OR 0.43 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTAL LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 14-64,206

JOB NUMBER: 14-64,206
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 15, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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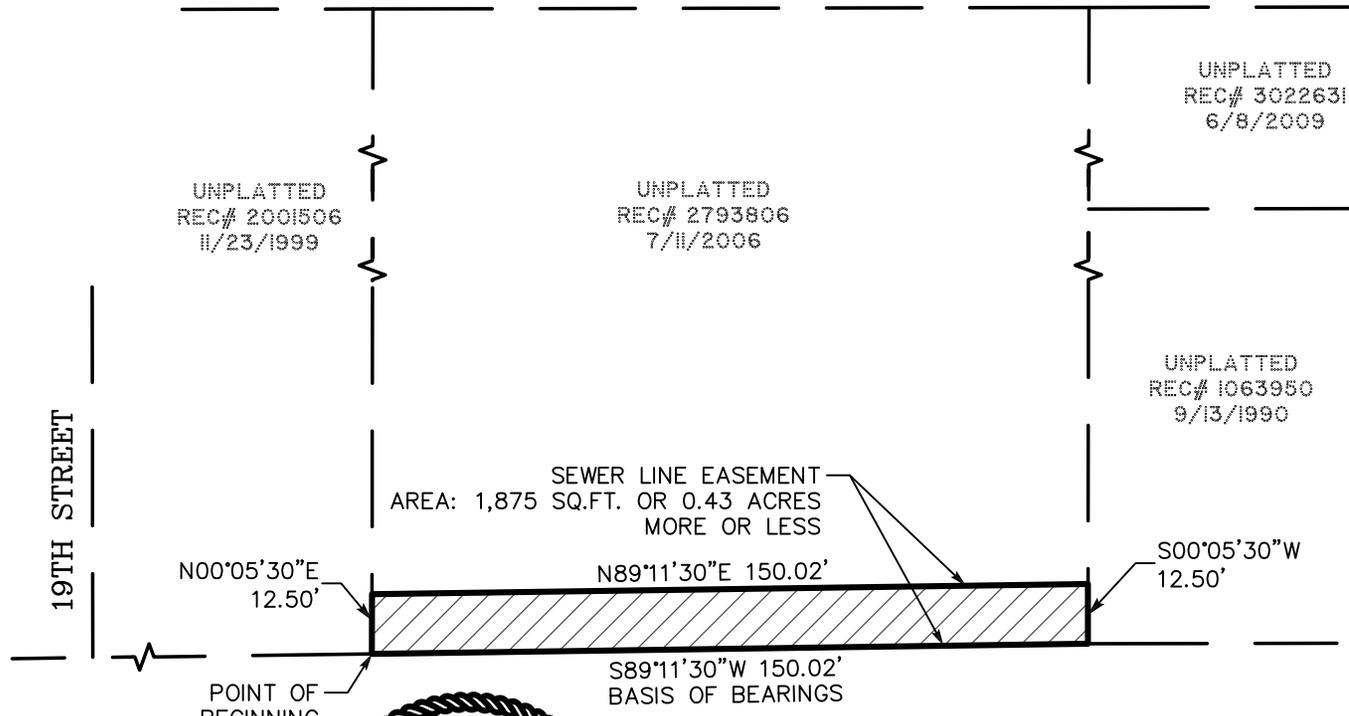
BY:EPRESCOTT FILE:64206-DESC SEWER C13.DWG DATE:9/15/2014 10:53 AM

EXHIBIT A TO UTILITY EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2

RIVERSIDE AVE

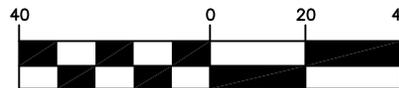


JOB NUMBER: 14-64,206
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 15, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

UNPLATTED REC# 1436244 6/13/1994

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

Flatirons, Inc.
Surveying, Engineering & Geomatics

655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT D TO AGREEMENT (Page 1 of 5)

For Administrative Purposes Only
Property Address: 1950 Riverside
Grantor: Seana Grady
Grantee: City of Boulder, Colorado
Case#: LUR2014-00059

GRANT OF DITCH EASEMENT

SEANA GRADY (“Grantor”), whose address is 1950 Riverside, Boulder Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, an easement for the installation, construction, repair, maintenance and reconstruction of an irrigation ditch (or lateral) and appurtenances thereto, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for her and for her heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by her or her heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants her ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, her heirs, agents, lessees and assigns, and all other successors to her in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Seana Grady

[NOTARY BLOCK FOLLOWS]

EXHIBIT D TO AGREEMENT (Page 2 of 5)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Seana Grady.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO DITCH EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 2793806, DATED JULY 11, 2006, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID PARCEL OF LAND TO BEAR NORTH 00°05'30" EAST, A DISTANCE OF 283.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, NORTH 00°05'30" EAST, A DISTANCE OF 151.71 FEET, TO A POINT 5.00 FEET SOUTHERLY OF THE CENTERLINE OF AN EXISTING LATERAL AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°05'30" EAST, A DISTANCE OF 11.01 FEET TO A POINT 5.00 FEET NORTHERLY OF SAID CENTERLINE;

THENCE ALONG A LINE LYING 5.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE, THE FOLLOWING TWO (2) COURSES:

SOUTH 65°10'34" EAST, A DISTANCE OF 66.63 FEET;

THENCE SOUTH 83°07'25" EAST, A DISTANCE OF 90.11 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°05'30" WEST, A DISTANCE OF 10.07 FEET TO A POINT 5.00 FEET SOUTHERLY OF SAID CENTERLINE;

THENCE ALONG A LINE LYING 5.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE, THE FOLLOWING TWO (2) COURSES:

NORTH 83°07'25" WEST, A DISTANCE OF 92.88 FEET;

THENCE NORTH 65°10'34" WEST, A DISTANCE OF 63.60 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,566 SQ. FT. OR 0.04 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSI JOB NO. 14-64,206
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 14-64,206(A)
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 25, 2014
REV: OCTOBER 10, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
www.FlatironsInc.com

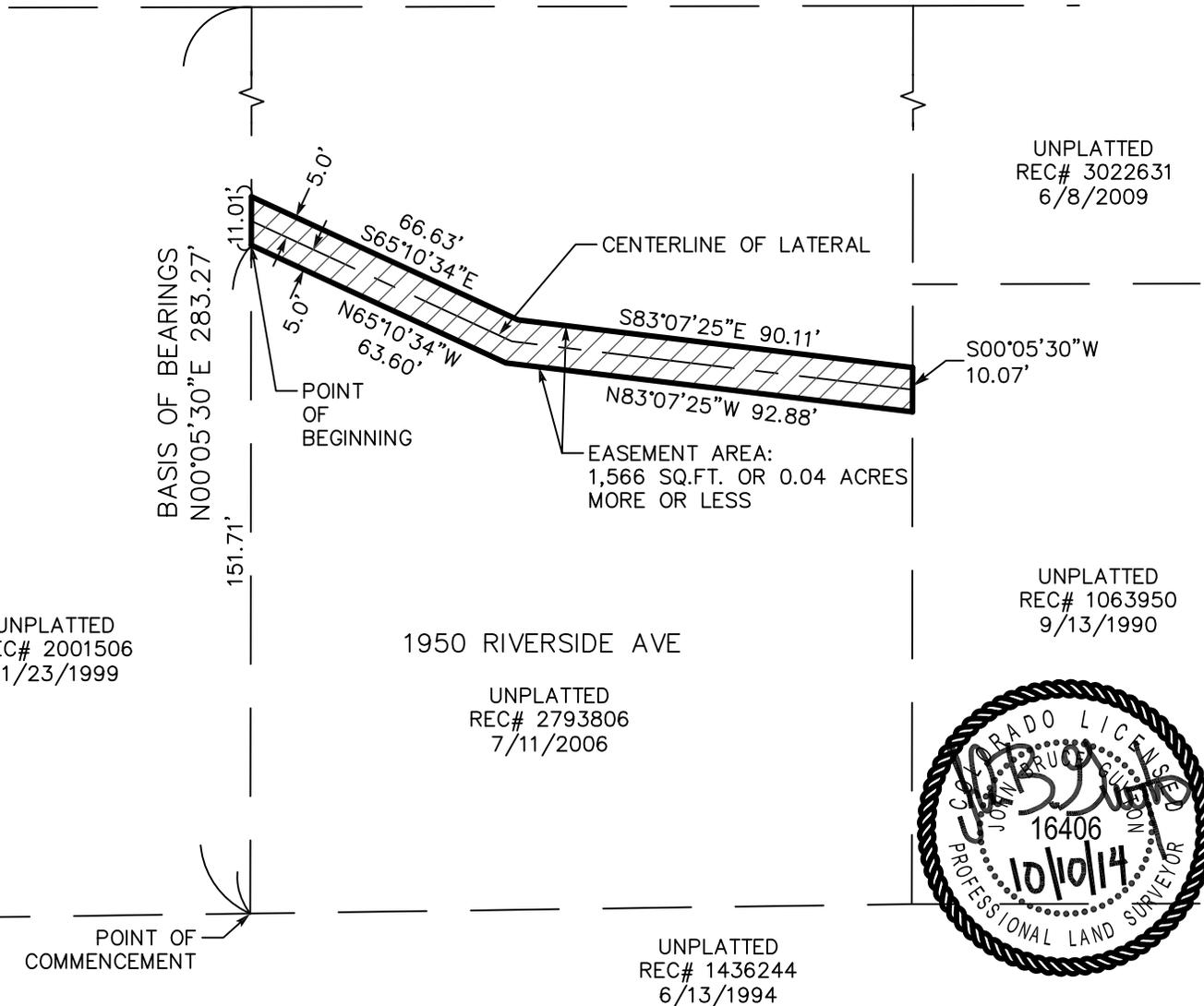
BY:EPRESCOTT FILE:64206-DESC-LATERAL-C13.DWG DATE:10/10/2014 10:36 AM

EXHIBIT A TO DITCH EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2

RIVERSIDE AVE



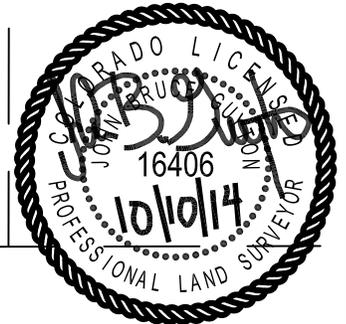
UNPLATTED
 REC# 3022631
 6/8/2009

UNPLATTED
 REC# 2001506
 11/23/1999

1950 RIVERSIDE AVE

UNPLATTED
 REC# 1063950
 9/13/1990

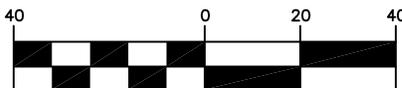
UNPLATTED
 REC# 2793806
 7/11/2006



UNPLATTED
 REC# 1436244
 6/13/1994

POINT OF COMMENCEMENT

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

JOB NUMBER: 14-64,206(A)
 DRAWN BY: E. PRESCOTT
 DATE: SEPTEMBER 25, 2014
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BY:EPRESCOTT FILE:64206-DESC-LATERAL-C13.DWG DATE:10/10/2014 10:36 AM

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this _____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Frank Lyon Alexander (the “Applicant”). The City and the Applicant are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicant is the owner of the property generally known as 4415 Garnet Lane, Boulder CO 80304 and more particularly described on the attached **Exhibit A** (the “Property”) included by reference and hereby made a part of this Agreement.

B. The Applicant is interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation, with an initial zoning designation of Residential – Estate (RE) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicant in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicant in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a

building permit for additional square footage to the existing structure, or an increase in number of the plumbing fixtures.

2. Requirements Prior to First Reading of the Annexation Ordinance. Prior to the scheduling of first reading of the annexation ordinance, the Applicant shall do the following:

- A. Annexation Agreement. The Applicant will sign this Agreement.
- B. Title Work. The Applicant will provide the City with title work current to within 30 days of signing this Agreement.
- C. Written Descriptions. The Applicant shall provide a written description of any nonconforming uses and/or nonstandard buildings existing on each Property, if any.
- D. Water Rights. The Applicant will grant to the City an option in the form attached as **Exhibit B** to purchase certain interests in Silver Lake Ditch and Reservoir Company Shares associated with the Property pursuant to the Settlement Agreement of December 1, 2009 between the City of Boulder and the Silver Lake Ditch & Reservoir Company, recorded at Reception No. 03046201 in Boulder County, Colorado.
- E. Easement Dedications. The Applicant shall dedicate to the City, at no cost, the following easements:
 - i. A 12.5 foot public utility easement along the southern property line as shown on **Exhibit C**. The easement shall be in a form acceptable to the city manager. The easement will exclude any principal building containing a dwelling unit on the lot within the easement area that is existing at the time of annexation.
 - ii. A ditch lateral easement as shown on **Exhibit D**.
- F. Northern Colorado Water Conservancy District (“NCWCD”). The Applicant will file an application for inclusion of the Property in the Boulder Municipal Subdistrict.

3. Connection Requirements. Prior to connection to the City’s water main, the Applicant shall:

- A. Submit an application to connect to the City’s water main that meets the requirements of Chapter 11-1, B.R.C. 1981.
- B. Pay all applicable fees and charges associated with a service line connection to the water main, including water plant investment fees, stormwater and flood management plant investment fees, right-of-way and water permit fees, installation fees, and tap fees.

C. Construct the individual service line that will connect the Applicant's existing residence to the City's water main.

D. Pay any assessments, including but not limited to the following:

Water Main	\$ 1,410.00
Stormwater and Flood PIF	7,300.61
Street Assessment	10,000.00

E. Execute a Promissory Note and Deed of Trust, if Applicant selected Payment Option #B, as described under Paragraph 4.B(i) below,

4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicant selects **Option #B** set forth below.

A. Option #A: Payment in Full. The Applicant shall connect to the City water main within **one year** after the effective date of the annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to the City water main provided the Applicant demonstrates reasonable diligence to comply with the **one-year** deadline and good cause for the extension.

B. Option #B: Payment Plan. The Applicant shall connect to the City water main within **one year** after the effective date of the annexation ordinance, shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:

i. Prior to connection to the City's water main, the Applicant shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicant's Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to the City water system.

The City Manager may, in her discretion, approve a different time for connection to the City water main provided the Applicant demonstrates reasonable diligence to comply with the **one-year** deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.

C. Option #C: Future Connection. The Applicant shall connect to the City's water main at a time later than what is specified in Option #A and #B above, but no later than the time 1) when the Applicant's Property is sold; or 2) of Redevelopment of Applicant's Property, whichever occurs first. At the respective time and prior to the Applicant's connection to the City's water main, the Applicant will pay the

costs and fees described in Paragraph 3 above based on the then applicable fee schedule.

5. City of Boulder Design and Construction Standards. Any public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction Standards* applicable at the time of construction and shall be subject to the review, approval, and acceptance of the City Manager.
6. Use of Existing Wells. The City agrees not to prohibit the Applicant from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicant has connected to the city water utility. No person is allowed to make any cross connections between a well and the City's municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Historic Drainage. The Applicant agrees to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
8. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicant agrees not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
9. Existing Nonstandard Buildings and/or Nonconforming Uses. Existing, nonstandard buildings and/or nonconforming uses will be allowed to continue to be occupied and operated in the City of Boulder. Only those nonstandard buildings and/or nonconforming uses for which the Applicant has provided a written description that is received by the City in accordance with Paragraph 2.C above will be considered legal. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.
10. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.
11. Waiver of Vested Rights. The Applicant hereby waives any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicant acknowledges that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
12. Dedications. The Applicant acknowledges that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.

13. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicant shall provide an original of this Agreement signed by the Applicant, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicant. The Applicant agrees that it will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
14. No Encumbrances. The Applicant agrees that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicant shall neither convey ownership nor further encumber the Applicant's Property without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicant agrees not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
15. Breach of Agreement. In the event the Applicant breaches or fails to perform any required action or fails to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicant acknowledges that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein described. In the event the Applicant fails to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fails to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicant agrees that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicant and collect its costs in the manner herein provided. The Applicant agrees to waive any rights he may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt or acknowledges that the adoption of the annexation ordinance is such enabling ordinance.
16. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
17. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Legal Description
- B: Silver Lake Ditch Option Agreement
- C: Form of Utility Easement
- D: Form of Ditch Easement

Part of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 1 North, Range 70 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the South ¼ corner of Section 18, Township 1 North, Range 70 West of the 6th P.M.; thence North 0°05'30" East, along the North-South centerline of said Section 18, a distance of 2002.09 feet; thence North 89°53' East, a distance of 330.00 feet to the Southwest corner of that tract of land conveyed by Deed from Walter A. Moore to Everett V. Clark and Bernice J. Clark, recorded April 23, 1957 in Book 1042 at Page 308, the true point of beginning;

Thence North 89°53' East, along the South line of said tract conveyed in Book 1042 at Page 308, a distance of 330.00 feet; thence North 0°05'30" East, parallel with the North-South centerline of said Section 18, a distance of 3.48 feet; thence North 89°29'35" East, a distance of 3.04 feet to the West right of way of Garnet Lane; thence North 0°01'40" East, along said West right of way line of Garnet Lane, 140.70 feet; thence South 89°22'15" West, a distance of 304.44 feet; thence South 0°09'50" East, a distance of 0.75 feet; thence South 89°53' West along the North line of said tract conveyed in Book 1042 at Page 308, a distance of 28.46 feet to the Northwest corner of said tract conveyed in Book 1042 at Page 308; thence South 0°05'30" West, along the West line of said tract conveyed in Book 1042 at Page 308, a distance of 140.73 feet to the true point of beginning;

Except that portion of the above-described tract lying within that tract of land conveyed by Deed from Walter A. Moore to Noel E. Robbins, recorded January 12, 1952 in Book 899 at Page 591.

EXHIBIT B TO AGREEMENT (Page 1 of 2)
**OPTION TO PURCHASE
SLD&RC SHARE ASSOCIATED WITH
VOLUNTARILY ANNEXED SLD IRRIGATED PROPERTY
PARCEL NO. 96, 4415 GARNET LANE**

Frank Lyon Alexander, as Property Owner of Silver Lake Ditch (“SLD”) Irrigated Property Parcel No. 96, 4415 Garnet Lane, legally described on Exhibit A attached hereto and incorporated by reference herein, does provide this Option to Purchase to the City of Boulder, Colorado, a home rule city of the State of Colorado (“City”), in accordance with the terms of Section II, Voluntary Annexation, of the Settlement Agreement of December 1, 2009 between the City and The Silver Lake Ditch & Reservoir Company (“SLD&RC”), recorded at Reception No. 03046201 in Boulder County, Colorado (“Settlement Agreement”), this _____ day of _____, 2014, as follows:

1. The City shall have the Option to Purchase 1 SLD&RC Share associated with SLD Irrigated Property Parcel No. 96, along with the rights, and only the rights, represented by such SLD&RC Share to receive a certain amount of water from the Reserved Storage Rights.
2. The City shall have the right to exercise this Option to Purchase within 60 calendar days immediately after receiving a Transfer Notice from SLD&RC of a Non-Nuclear Transfer (“Initial Option Exercise Period”) or confirmation of a Non-Nuclear Transfer through means other than receipt of a Transfer Notice from SLD&RC (“Alternative Initial Option Exercise Period”), as the case may be, in accordance with the terms of the Settlement Agreement.
3. If the City determines not to exercise the Option to Purchase during the Initial Option Exercise Period or Alternative Initial Option Exercise Period, as the case may be, the City may subsequently exercise this Option to Purchase within 60 days immediately following each annual anniversary of receipt by the City of the Transfer Notice from SLD&RC or of the City’s receipt of confirmation of a Non-Nuclear Transfer of SLD Irrigated Property through means other than a Transfer Notice from SLD&RC.
4. This Option to Purchase shall be recorded with the Boulder County Clerk and Recorder.
5. If the City does exercise this Option to Purchase, the then current owner(s) of the SLD Irrigated Property may lease water to the extent such lease is authorized in paragraph 6.B.viii of the Settlement Agreement.

The Parcel is currently known as 4415 Garnet Lane. This Option to Purchase shall run with the land associated with SLD Irrigated Property Parcel No. 96 regardless of any change of address of all or part of the Parcel. All capitalized terms herein shall be defined as provided in the Settlement Agreement.

Part of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 18, Township 1 North, Range 70 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the South ¼ corner of Section 18, Township 1 North, Range 70 West of the 6th P.M.; thence North 0°05'30" East, along the North-South centerline of said Section 18, a distance of 2002.09 feet; thence North 89°53' East, a distance of 330.00 feet to the Southwest corner of that tract of land conveyed by Deed from Walter A. Moore to Everett V. Clark and Bernice J. Clark, recorded April 23, 1957 in Book 1042 at Page 308, the true point of beginning;

Thence North 89°53' East, along the South line of said tract conveyed in Book 1042 at Page 308, a distance of 330.00 feet; thence North 0°05'30" East, parallel with the North-South centerline of said Section 18, a distance of 3.48 feet; thence North 89°29'35" East, a distance of 3.04 feet to the West right of way of Garnet Lane; thence North 0°01'40" East, along said West right of way line of Garnet Lane, 140.70 feet; thence South 89°22'15" West, a distance of 304.44 feet; thence South 0°09'50" East, a distance of 0.75 feet; thence South 89°53' West along the North line of said tract conveyed in Book 1042 at Page 308, a distance of 28.46 feet to the Northwest corner of said tract conveyed in Book 1042 at Page 308; thence South 0°05'30" West, along the West line of said tract conveyed in Book 1042 at Page 308, a distance of 140.73 feet to the true point of beginning;

Except that portion of the above-described tract lying within that tract of land conveyed by Deed from Walter A. Moore to Noel E. Robbins, recorded January 12, 1952 in Book 899 at Page 591.

EXHIBIT C TO AGREEMENT (Page 1 of 3)

For Administrative Purposes Only
Property Address: 4415 Garnet Lane
Grantor: Frank Lyon Alexander
Grantee: City of Boulder, Colorado
Case#: LUR2014-00061

GRANT OF UTILITY EASEMENT

FRANK LYON ALEXANDER (“Grantor”), whose address is 4415 Garnet Lane, Boulder Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, an easement for the installation, construction, repair, maintenance and reconstruction of utilities and appurtenances thereto, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for him and for his heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by him or his heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants his ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, his heirs, agents, lessees and assigns, and all other successors to him in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Frank Lyon Alexander

[NOTARY BLOCK FOLLOWS]

EXHIBIT A TO UTILITY EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 3046074, DATED DECEMBER 3, 2009, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTHERLY LINE OF SAID PARCEL OF LAND TO BEAR SOUTH 89°11'30" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, NORTH 00°05'30" EAST, A DISTANCE OF 3.85 FEET;
THENCE DEPARTING SAID WESTERLY LINE, NORTH 89°25'36" EAST, A DISTANCE OF 333.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GARNET LANE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°01'40" WEST, A DISTANCE OF 2.48 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°11'30" WEST, A DISTANCE OF 333.07 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,053 SQ. FT. OR 0.02 ACRES MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS,

FSI JOB NO. 14-64,203

JOB NUMBER: 14-64,203(A)
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 6, 2014

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Flatirons, Inc.
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BY:EPRESCOTT FILE:64203-DESC-ESMT.DWG DATE:10/6/2014 2:22 PM

EXHIBIT A TO UTILITY EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 2

RIVERSIDE AVENUE

UNPLATTED
REC# 3022631
6/8/2009

UNPLATTED
REC# 2793806
7/11/2006

4415 GARNET LANE

UNPLATTED
REC# 3046074
12/3/2009



GARNET LANE

EASEMENT
AREA: 1,053 SQ.FT. OR
0.02 ACRES MORE OR LESS

N00°05'30"E
3.85'

N89°25'36"E 333.04'

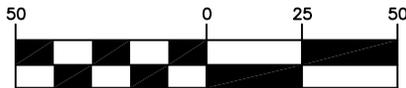
S00°01'40"W
2.48'

POINT OF BEGINNING

S89°11'30"W 333.07'
BASIS OF BEARINGS

UNPLATTED
REC# 1436244
6/13/1994
AND
REC# 510198 (BK 899, PG 591)
12/12/1952

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

JOB NUMBER: 14-64,203(A)
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 6, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT D TO AGREEMENT (Page 1 of 3)

For Administrative Purposes Only
Property Address: 4415 Garnet Lane
Grantor: Frank Lyon Alexander
Grantee: City of Boulder, Colorado
Case#: LUR2014-00061

GRANT OF DITCH EASEMENT

FRANK LYON ALEXANDER (“Grantor”), whose address is 4415 Garnet Lane, Boulder, Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, an easement for the installation, construction, repair, maintenance and reconstruction of an irrigation ditch (or lateral) and appurtenances thereto, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for him and for his heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by him or his heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants his ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, his heirs, agents, lessees and assigns, and all other successors to him in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Frank Lyon Alexander

[NOTARY BLOCK FOLLOWS]

EXHIBIT D TO AGREEMENT (Page 2 of 3)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Frank Lyon Alexander.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO DITCH EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY RECORDED ON DECEMBER 3, 2009 AT RECEPTION NO. 3046074, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID PARCEL OF LAND TO BEAR NORTH 00°05'30" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, NORTH 00°05'30" EAST, A DISTANCE OF 118.52 FEET TO A POINT 5.00 FEET SOUTH OF THE CENTERLINE OF THE SILVER LAKE DITCH AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°05'30" EAST, A DISTANCE OF 10.04 FEET TO A POINT 5.00 FEET NORTH OF THE CENTERLINE OF SAID DITCH;
THENCE ALONG A LINE LYING 5.00 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE THE FOLLOWING SIX (6) COURSES:

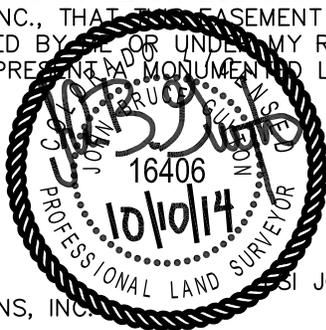
SOUTH 84°50'39" EAST, A DISTANCE OF 59.66 FEET;
THENCE NORTH 88°19'47" EAST, A DISTANCE OF 36.82 FEET;
THENCE NORTH 81°21'33" EAST, A DISTANCE OF 59.57 FEET;
THENCE NORTH 83°56'24" EAST, A DISTANCE OF 33.10 FEET;
THENCE NORTH 86°57'19" EAST, A DISTANCE OF 40.91 FEET;
THENCE NORTH 31°54'06" EAST, A DISTANCE OF 1.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL OF LAND;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, NORTH 89°22'15" EAST, A DISTANCE OF 11.86 FEET TO A POINT LYING 5.00 FEET EASTERLY OF SAID CENTERLINE;
THENCE ALONG A LINE LYING 5.00 FEET EASTERLY AND SOUTHERLY OF, AND PARALLEL WITH SAID CENTERLINE THE FOLLOWING SIX (6) COURSES:

SOUTH 31°54'06" WEST, A DISTANCE OF 12.62 FEET;
THENCE SOUTH 86°57'19" WEST, A DISTANCE OF 45.85 FEET;
THENCE SOUTH 83°56'24" WEST, A DISTANCE OF 32.62 FEET;
THENCE SOUTH 81°21'33" WEST, A DISTANCE OF 59.95 FEET;
THENCE SOUTH 88°19'47" WEST, A DISTANCE OF 38.02 FEET;
THENCE NORTH 84°50'39" WEST, A DISTANCE OF 59.37 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, AND THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 1,053 SQ. FT. OR 0.02 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THE EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 14-64,203
JOB NUMBER: 14-64,203(B)
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 10, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

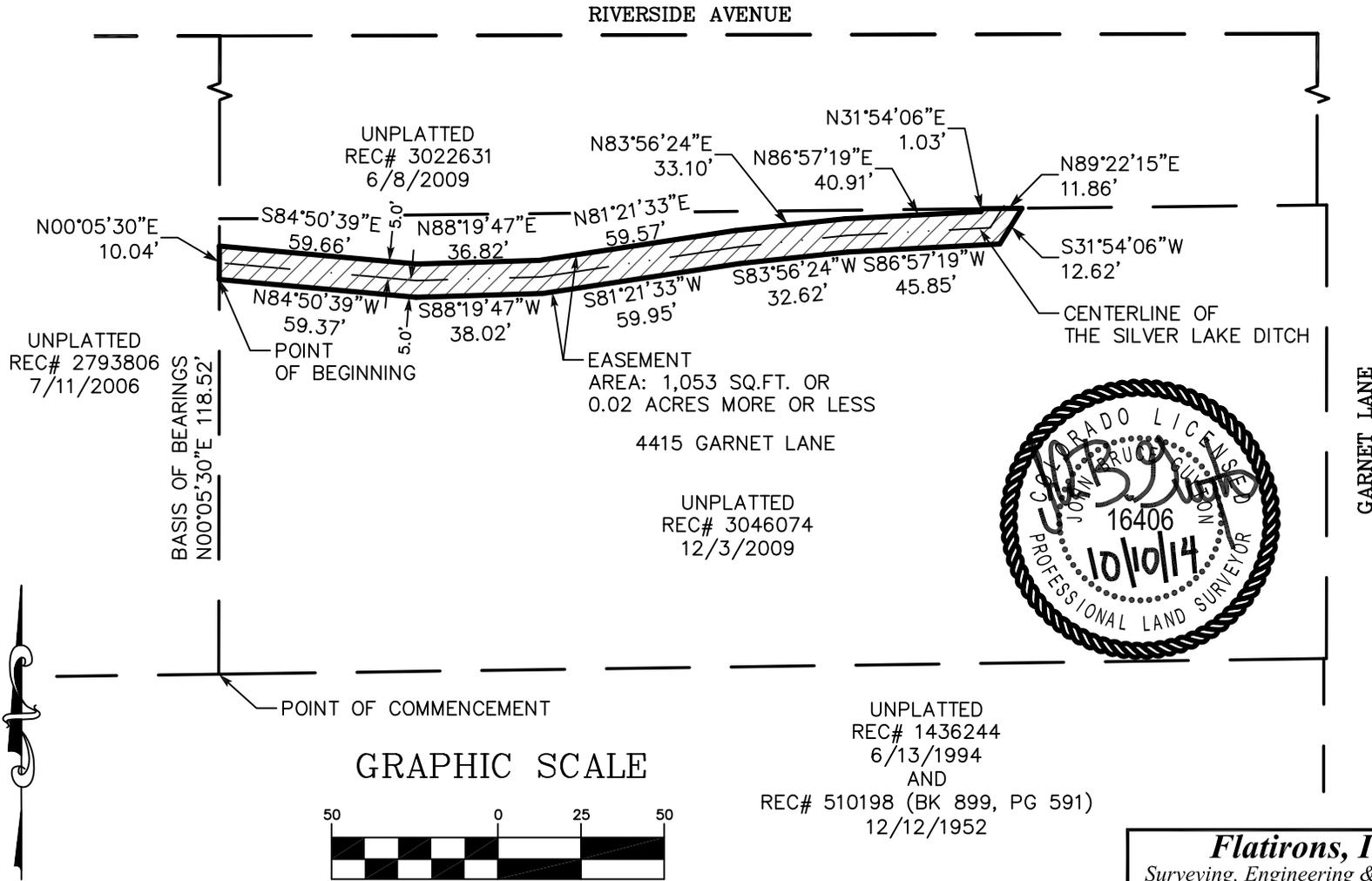
Flatirons, Inc.
Surveying, Engineering & Geomatics

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LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64203-DESC-LATERAL ESMT.DWG DATE:10/10/2014 10:23 AM

EXHIBIT A TO DITCH EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 2 OF 2



JOB NUMBER: 14-64,203(B)
 DRAWN BY: E. PRESCOTT
 DATE: OCTOBER 10, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355

www.FlatironsInc.com

For Administrative Purposes Only
Applicants: Silvano De Luca and
Elvira G. De Luca
Address: 1085 Gapter Road
Case No. LUR2014-00064

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Silvano De Luca and Elvira G. De Luca (the “Applicants”). The City and the Applicants are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicants are the owners of the property generally known as 1085 Gapter Road, Boulder CO 80303 and more particularly described as Lot #13, Gapter Subdivision, County of Boulder, State of Colorado (the “Property”).

B. The Applicants are interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation with an initial zoning designation of Residential – Rural 2 (RR-2) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicants in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicants in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a building permit for additional square footage to the existing structure, or an increase in number of the plumbing fixtures.

2. Requirements Prior to First Reading of the Annexation Ordinance. Prior to the scheduling of first reading of the annexation ordinance, the Applicants shall do the following:
 - A. Annexation Agreement. The Applicants will sign this Agreement.
 - B. Title Work. The Applicants will provide the City with title work current to within 30 days of signing this Agreement.
 - C. Written Descriptions. The Applicants shall provide a written description of any nonconforming uses and/or nonstandard buildings existing on each Property, if any.
 - D. Easement Dedications. The Applicants shall dedicate to the City, at no cost, a flood control easement from 60 feet on either side of the centerline of South Boulder Creek as shown on **Exhibit A** (the “Flood Control Easement Area”). The easement shall be in a form acceptable to the city manager. The easement will exclude any principal building containing a dwelling unit on the lot within the flood control easement area that is existing at the time of annexation.
 - E. Northern Colorado Water Conservancy District (“NCWCD”). The Applicants will file an application for inclusion of the Property in the Northern Colorado Water Conservancy District and the Boulder Municipal Subdistrict.
3. Connection Requirements. Prior to connection to the City’s sanitary sewer main, the Applicants shall:
 - A. Submit an application to connect to the City’s sanitary sewer main that meets the requirements of Chapter 11-2, B.R.C. 1981.
 - B. Pay all applicable fees and charges associated with a service line connection to the sanitary sewer main, including wastewater plant investment fees, stormwater and flood management plant investment fees, right-of way, and wastewater permit fees, installation fees, and tap fees.
 - C. Construct the individual service lines that will connect the Applicants’ existing residence to the City’s wastewater main.

D. Pay any assessments, including but not limited to the following:

Water Main	14,013.26
Sewer Main	11,010.42
Stormwater and Flood PIF	9,539.86

E. Execute a Promissory Note and Deed of Trust, if Applicants selected Payment Option #B, as described under Paragraph 4.B(i) below,

4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicants select **Option # B** set forth below.

A. Option #A: Payment in Full. The Applicants shall connect to the City sanitary sewer main within 180 days after the effective date of the annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicants demonstrate reasonable diligence to comply with the 180-day deadline and good cause for the extension.

B. Option #B: Payment Plan. The Applicants shall connect to the City sanitary sewer main within 180 days after the effective date of the annexation ordinance and shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:

i. Prior to connection to the City's sewer main, the Applicants shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicants' Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to both the City sewer system.

The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicants demonstrate reasonable diligence to comply with the 180-day deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.

C. Option #C: Future Connection. The Applicants shall connect to the City's sanitary sewer main at a time later than what is specified in Option #A and #B above, but no later than the time 1) when the Applicants' on-site wastewater system fails or is declared unsafe, or the Applicants are otherwise required to stop using the on-site wastewater system by the Boulder County Health Department or the State of Colorado; or 2) the Applicants' Property is sold; or 3) of Redevelopment of Applicants' Property, whichever occurs first. At the respective time and prior to the Applicants' connection to the City's sanitary sewer main, the

Applicants will pay the costs and fees described in Paragraph 3 above based on the then applicable fee schedule.

5. City of Boulder Design and Construction Standards. Any public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction Standards* applicable at the time of construction, and shall be subject to the review, approval and acceptance of the City Manager.
6. Use of Existing Wells. The City agrees not to prohibit the Applicants from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicants have connected to the city water utility. No person is allowed to make any cross connections between a well and the City's municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Applicants Responsible for Legal Disconnection of On-site Wastewater System. If the Applicants decide to continue to use an existing on-site wastewater system, the Applicants agree that they will connect to the adjacent sanitary sewer main, in accordance with Section 11-2-9, B.R.C. 1981, upon any declaration by Boulder County Public Health to cease and desist using the on-site wastewater system, or other declaration that the on-site wastewater system constitutes a threat to the public health. Currently, under Boulder County Public Health Department policy, all on-site wastewater systems must be permitted and approved by 2023. At that time, any resident still using an on-site wastewater system must either have their system permitted and approved, or connect to the adjacent sanitary sewer main. At the time of any disconnection of the on-site wastewater system and connection to the City's sanitary sewer main, the Applicants are required to abandon the existing on-site wastewater system in accordance with Boulder County Public Health and State of Colorado regulations.
8. Historic Drainage. The Applicants agree to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
9. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicants agree not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
10. Existing Nonstandard Buildings and/or Nonconforming Uses. Existing, nonstandard buildings and/or nonconforming uses will be allowed to continue to be occupied and operated in the City of Boulder. Only those nonstandard buildings and/or nonconforming uses for which the Applicant has provided a written description that is received by the City in accordance with Paragraph 2.C above will be considered legal. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.

11. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.
12. Waiver of Vested Rights. The Applicants hereby waive any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicants acknowledge that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
13. Dedications. The Applicants acknowledge that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.
14. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicants shall provide an original of this Agreement signed by the Applicants, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicants. The Applicants agree that they will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
15. No Encumbrances. The Applicants agree that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicants shall neither convey ownership nor further encumber the Applicants' Property, without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicants agree not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
16. Breach of Agreement. In the event the Applicants breach or fail to perform any required action or fail to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicants acknowledge that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein described. In the event the Applicants fail to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fail to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicants agree that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicants and collect its costs in the manner herein provided. The Applicants agree to waive any rights

they may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt or acknowledge that the adoption of the annexation ordinance is such enabling ordinance.

17. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
18. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicants, the Applicants' heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.
19. Right to Withdraw. The Applicants retain the right to withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicants' right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that the Applicants withdraw from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding such Applicants. The City agrees, within 30 days of a request by the Applicants after a withdrawal, to return all previously submitted stormwater/flood management PIF, NCWCD fees and application, and easement and/or rights of way dedication documents which the Applicants submitted pursuant to this Agreement to the City.
20. Flood Control Easement Conditions.
 - A. The City will allow existing accessory structures identified on **Exhibit B** to remain within the Flood Control Easement Area until removed, destroyed, demolished, or relocated.
 - B. The City can require removal of pre-existing accessory buildings if such buildings are required to implement a specific flood mitigation project.
 - C. The Applicants shall neither construct any new buildings nor rebuild or reconstruct any pre-existing accessory buildings within the Flood Control Easement Area.
21. Property Impacted by Floodplain. The Property is impacted by the 100-year floodplain, 500-year floodplain, conveyance zone, and high hazard zone of South Boulder Creek. Any development on the Property must comply with Sections 9-3-2 through 9-3-8 of the Boulder Revised Code.
22. Water Main Connection. The Applicants shall connect to the City's water main at a time no later than the time the Applicants' Property is sold. Whether at time of sale or at an earlier time, prior to the Applicants' connection to the City's water main, the Applicants shall:

- A. Pay all applicable fees and charges; and
- B. Construct the individual service line that will connect the Applicants' residence to the City's water main.

EXECUTED on the day and year first above written.

APPLICANT:

By: _____
Silvano De Luca

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of _____, 2014, by Silvano De Luca.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

APPLICANT:

By: _____
Elvira G. De Luca

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of _____, 2014, by Elvira G. De Luca.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Form of Flood Control Easement
- B: Accessory Structures to remain within Flood Control Esmt Area

EXHIBIT A TO AGREEMENT (Page 1 of 3)

For Administrative Purposes Only
Property Address: 1085 Gapter Road
Grantors: Silvano De Luca and
Elvira G. De Luca
Grantee: City of Boulder, Colorado
Case#: LUR2014-00064

GRANT OF FLOOD CONTROL EASEMENT

SILVANO DE LUCA AND ELVIRA G. DE LUCA (“Grantors”), whose address is 1085 Gapter Road, Boulder, Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, a flood control easement for the purpose of drainage conveyance and control of flood waters and installation and maintenance of improvements necessary to ensure conveyance as determined by the Grantee, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantors, for them and for their heirs, successors, agents, lessees, and assigns, do hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by them or their heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantors warrant their ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantors, their heirs, agents, lessees and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Silvano De Luca

[NOTARY BLOCK FOLLOWS]

EXHIBIT A TO AGREEMENT (Page 2 of 3)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Silvano De Luca.

Witness my hand and official seal.
My commission expires: _____

Notary Public

GRANTOR:

By: _____
Elvira G. De Luca

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Elvira G. De Luca.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT OVER AND ACROSS A PORTION OF LOT 13, GAPTER SUBDIVISION AS RECORDED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 90550500, DATED JANUARY 10, 1955, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID LOT 13 TO BEAR NORTH 00°31'30" WEST, A DISTANCE OF 231.68 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 13, NORTH 90°00'00" WEST, A DISTANCE OF 54.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY LINE, AND RUNNING 60' SOUTHEASTERLY AND PARALLEL WITH THE CENTERLINE OF SOUTH BOULDER CREEK, THE FOLLOWING THREE (3) COURSES:
SOUTH 24°45'44" WEST, A DISTANCE OF 61.15 FEET;
THENCE SOUTH 40°13'16" WEST, A DISTANCE OF 105.20 FEET;
THENCE SOUTH 23°32'33" WEST, A DISTANCE OF 14.00 FEET;
THENCE SOUTH 14°56'18" WEST, A DISTANCE OF 85.89 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 13;
THENCE ALONG SAID SOUTHERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 42.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 13, NORTH 00°31'30" WEST, A DISTANCE OF 196.93 FEET;
THENCE DEPARTING SAID WESTERLY LINE, AND RUNNING 60' NORTHWESTERLY AND PARALLEL WITH THE CENTERLINE OF SOUTH BOULDER CREEK, NORTH 40°13'16" EAST, A DISTANCE OF 45.51 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 13;
THENCE ALONG SAID NORTHERLY LINE, NORTH 90°00'00" EAST, A DISTANCE OF 135.81 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 21,705 SQ.FT. OR 0.50 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND I DO NOT INTEND TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSJ JOB NO. 14-64,205
CHAIRMAN/CEO, FLATIRONS, INC.

JOB NUMBER: 14-64,205
DRAWN BY: E.PRESCOTT
DATE: AUGUST 19, 2014
REV: SEPTEMBER 12, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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Surveying, Engineering & Geomatics



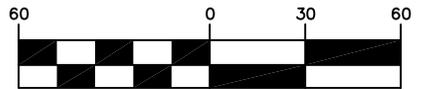
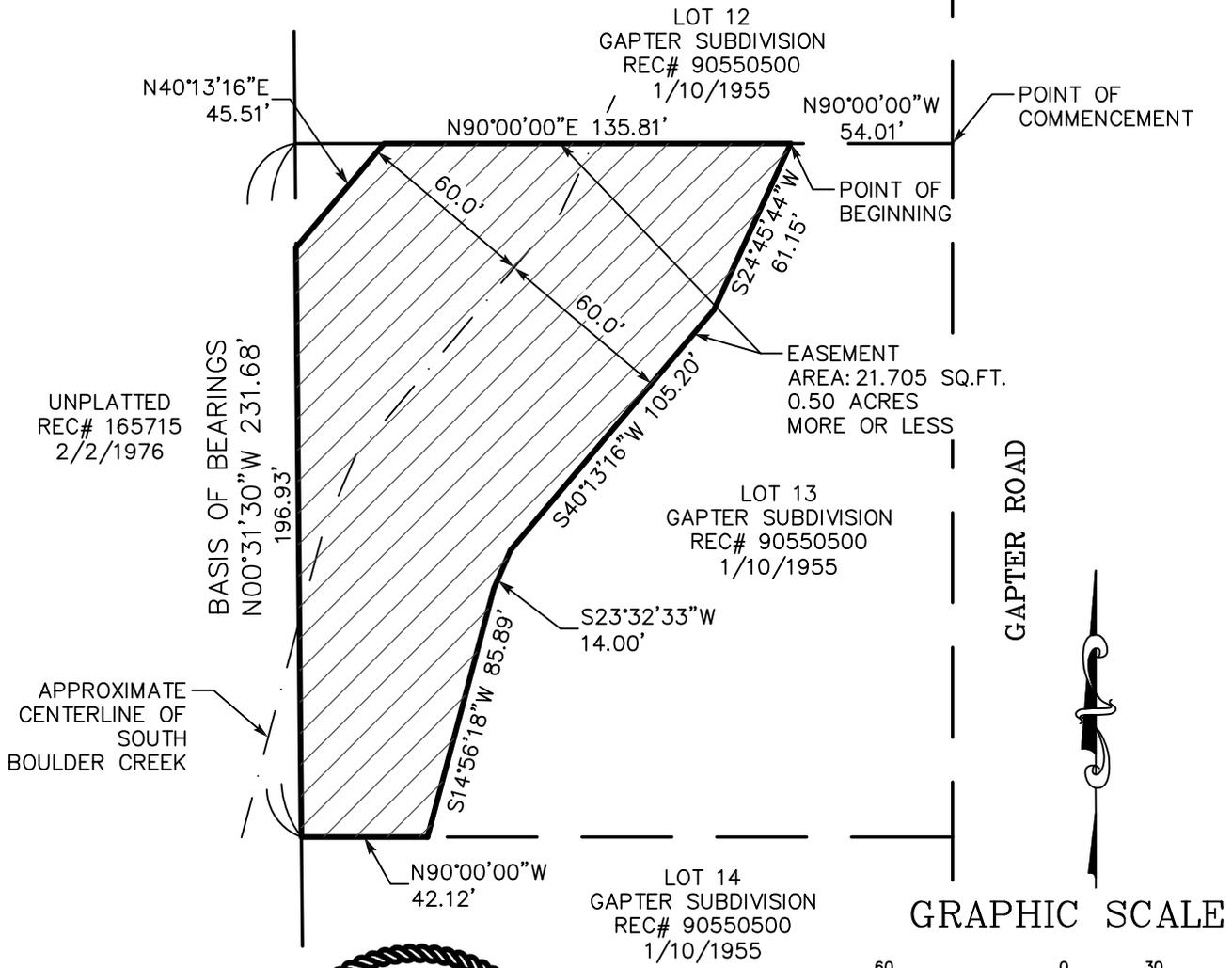
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64205-DESC-C13.DWG DATE:9/12/2014 11:05 AM

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 2 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



(IN FEET)
1 inch = 60 ft.



JOB NUMBER: 14-64,205
DRAWN BY: E.PRESCOTT
DATE: AUGUST 19, 2014
REV: SEPTEMBER 12, 2014

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BY:EPRESCOTT FILE:64205-DESC-C13.DWG DATE:9/12/2014 11:06 AM

EXHIBIT B TO AGREEMENT (Page 1 of 2)

- One barn
- One storage shed/chicken coop

EXHIBIT B TO AGREEMENT (Page 2 of 2)



Box above approximates the property boundaries of 1085 Gapter Road

R D

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Amy J. Carpenter and Stephen R. Carpenter (the “Applicants”). The City and the Applicants are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicants are the owners of the property generally known as 2200 Emerald Road, Boulder CO 80304 and more particularly described as Lot 3, Block 6, Githens Acres, County of Boulder, State of Colorado (the “Property”).

B. The Applicants are interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation with an initial zoning designation of Residential – Rural 1 (RR-1) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicants in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicants in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a building permit for additional square footage to the existing structure, or an increase in number of the plumbing fixtures.

2. Requirements Prior to First Reading of the Annexation Ordinance. Prior to the scheduling of first reading of the annexation ordinance, the Applicants shall do the following:
 - A. Annexation Agreement. The Applicants will sign this Agreement.
 - B. Title Work. The Applicants will provide the City with title work current to within 30 days of signing this Agreement.
 - C. Written Descriptions. The Applicants shall provide a written description of any nonconforming uses and/or nonstandard buildings existing on each Property, if any.
 - D. Water Rights. The Applicants will grant to the City an option in the form attached as **Exhibit A** to purchase certain interests in Silver Lake Ditch and Reservoir Company Shares associated with the Property pursuant to the Settlement Agreement of December 1, 2009 between the City of Boulder and the Silver Lake Ditch & Reservoir Company, recorded at Reception No. 03046201 in Boulder County, Colorado.
 - E. Easement Dedications. The Applicants shall dedicate to the City, at no cost, a flood control easement from 60 feet on either side of the centerline of Wonderland Creek as shown on **Exhibit B** (the “Flood Control Easement Area”). The easement shall be in a form acceptable to the city manager. The easement will exclude any principal building containing a dwelling unit on the lot within the flood control easement area that is existing at the time of annexation.
 - F. Northern Colorado Water Conservancy District (“NCWCD”). The Applicants will file an application for inclusion of the Property in the Boulder Municipal Subdistrict.
3. Connection Requirements. Prior to connection to the City’s sanitary sewer main, the Applicants shall:
 - A. Submit an application to connect to the City’s sanitary sewer main that meets the requirements of Chapter 11-2, B.R.C. 1981.
 - B. Pay all applicable fees and charges associated with a service line connection to the sanitary sewer main, including wastewater plant investment fees, stormwater and flood management plant investment fees, right-of way and wastewater permit fees, installation fees, and tap fees.

- C. Construct the individual service line that will connect the Applicants' existing residence to the City's wastewater main.
- D. Pay any assessments, including but not limited to the following:
 - Stormwater and Flood PIF \$14,640.42
- E. Execute a Promissory Note and Deed of Trust, if Applicants selected Payment Option #B, as described under Paragraph 4.B(i) below,

4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicants select **Option #A** set forth below.

A. Option #A: Payment in Full. The Applicants shall connect to the City sanitary sewer main within 180 days after the effective date of annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicants demonstrate reasonable diligence to comply with the 180-day deadline and good cause for the extension.

B. Option #B: Payment Plan. The Applicants shall connect to the City sanitary sewer main within 180 days after the effective date of the annexation ordinance, shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:

i. Prior to connection to the City's sewer main, the Applicants shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicants' Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to the City sewer systems.

The City Manager may, in her discretion, approve a different time for connection to the City sanitary sewer main provided the Applicants demonstrate reasonable diligence to comply with the 180-day deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.

C. Option #C: Future Connection. The Applicants shall connect to the City's sanitary sewer main at a time later than what is specified in Option #A and #B above, but no later than the time 1) the Applicants' on-site wastewater system fails or is declared unsafe, or the Applicants are otherwise required to stop using the on-site wastewater system by the Boulder County Health Department or the State of Colorado; or 2) the Applicants' Property is sold; or 3) of Redevelopment of Applicants' Property, whichever occurs first. At the respective time and prior

to the Applicants' connection to the City's sanitary sewer main, the Applicants will pay the following costs and fees described in Paragraph 3 above based on the then applicable fee schedule.

5. City of Boulder Design and Construction Standards. Any public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction Standards* applicable at the time of construction, and shall be subject to the review, approval, and acceptance of the City Manager.
6. Use of Existing Wells. The City agrees not to prohibit the Applicants from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicants have connected to the City water utility. No person is allowed to make any cross connections between a well and the City's municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Applicants Responsible for Legal Disconnection of On-site Wastewater System. If the Applicants decide to continue to use an existing on-site wastewater system, the Applicants agree that they will connect to the adjacent sanitary sewer main, in accordance with Section 11-2-9, B.R.C. 1981, upon any declaration by Boulder County Public Health to cease and desist using the on-site wastewater system, or other declaration that the on-site wastewater system constitutes a threat to the public health. Currently, under Boulder County Public Health Department policy, all on-site wastewater systems must be permitted and approved by 2023. At that time, any resident still using an on-site wastewater system must either have their system permitted and approved, or connect to the adjacent sanitary sewer main. At the time of any disconnection of the on-site wastewater system and connection to the City's sanitary sewer main, the Applicants are required to abandon the existing on-site wastewater system in accordance with Boulder County Public Health and State of Colorado regulations.
8. Historic Drainage. The Applicants agree to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
9. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicants agree not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
10. Existing Nonstandard Buildings and/or Nonconforming Uses. Existing, nonstandard buildings and/or nonconforming uses will be allowed to continue to be occupied and operated in the City of Boulder. Only those nonstandard buildings and/or nonconforming uses for which the Applicant has provided a written description that is received by the City in accordance with Paragraph 2.C above will be considered legal. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.

11. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.
12. Waiver of Vested Rights. The Applicants hereby waive any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicants acknowledge that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
13. Dedications. The Applicants acknowledge that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.
14. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicants shall provide an original of this Agreement signed by Applicants, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicants. The Applicants agree that they will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
15. No Encumbrances. The Applicants agree that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicants shall neither convey ownership nor further encumber the Applicants' Property, without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicants agree not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
16. Breach of Agreement. In the event the Applicants breach or fail to perform any required action or fail to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicants acknowledge that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein described. In the event the Applicants fail to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fail to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicants agree that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicants and

collect its costs in the manner herein provided. The Applicants agree to waive any rights they may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt, or acknowledge that the adoption of the annexation ordinance is such enabling ordinance.

17. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
18. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicants, the Applicants' heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.
19. Right to Withdraw. The Applicants retain the right to withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicants' right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that the Applicants withdraw from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding the Applicants. The City agrees, within 30 days of a request by the Applicants after a withdrawal, to return all previously submitted stormwater/flood management PIF, NCWCD fees and application, and easement and/or rights of way dedication documents which the Applicants submitted pursuant to this Agreement to the City.
20. Flood Control Easement Conditions. The Applicants acknowledge that no accessory structures currently exist within the Flood Control Easement Area. The Applicants shall not construct any new buildings within the Flood Control Easement Area.
21. Water Main Requirements. At the time a water main is installed in Emerald Road, but in no event later than prior to the issuance of any building permit on the Property following the installation of the water main, the Applicant agrees to (1) pay to the City a pro-rata share, on an adjusted front foot basis, of the construction costs of the water main, any road construction costs, and any other costs related to the installation of the water main, (2) install an individual service line and connect to the City's water utility, and (3) pay all plant investment fees and connection costs and fees associated with such connection to the City's water utility.
22. Right of Way Improvements. At the time when Emerald Road is improved to meet rural residential street standards as described in the then current City of Boulder *Design and Construction Standards*, but in no event later than prior to the issuance of any building permit on the Property following the installation of such right of way improvements, the Applicant agrees to pay to the City a pro-rata share, on an adjusted front foot basis, of the construction costs of such right of way improvements.

23. Floodplain Regulations. The Property is impacted by the 100-year floodplain, conveyance zone, and high hazard zone of Wonderland Creek. Any development must comply with Sections 9-3-2 through 9-3-8 of the Boulder Revised Code.

EXECUTED on the day and year first above written.

APPLICANT:

By: _____
Amy J. Carpenter

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2014, by Amy J. Carpenter.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

APPLICANT:

By: _____
Stephen R. Carpenter

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this ____ day of _____, 2014, by Stephen R. Carpenter.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Option to Purchase Silver Lake Ditch Shares
- B: Form of Flood Control Easement

EXHIBIT A TO AGREEMENT (Page 1 of 2)
**OPTION TO PURCHASE
SLD&RC SHARE ASSOCIATED WITH
VOLUNTARILY ANNEXED SLD IRRIGATED PROPERTY
PARCEL NO. 133, 2200 EMERALD ROAD**

Amy J. Carpenter and Stephen R. Carpenter, as Property Owners of Silver Lake Ditch (“SLD”) Irrigated Property Parcel No. 133, 2200 Emerald Road, legally described as Lot 3, Block 6, Githens Acres, County of Boulder, State of Colorado, do provide this Option to Purchase to the City of Boulder, Colorado, a home rule city of the State of Colorado (“City”), in accordance with the terms of Section II, Voluntary Annexation, of the Settlement Agreement of December 1, 2009 between the City and The Silver Lake Ditch & Reservoir Company (“SLD&RC”), recorded at Reception No. 03046201 in Boulder County, Colorado (“Settlement Agreement”), this ____ day of _____, 2014, as follows:

1. The City shall have the Option to Purchase **1** SLD&RC Share associated with SLD Irrigated Property Parcel No. 133, along with the rights, and only the rights, represented by such SLD&RC Share to receive a certain amount of water from the Reserved Storage Rights.
2. The City shall have the right to exercise this Option to Purchase within 60 calendar days immediately after receiving a Transfer Notice from SLD&RC of a Non-Nuclear Transfer (“Initial Option Exercise Period”) or confirmation of a Non-Nuclear Transfer through means other than receipt of a Transfer Notice from SLD&RC (“Alternative Initial Option Exercise Period”), as the case may be, in accordance with the terms of the Settlement Agreement.
3. If the City determines not to exercise the Option to Purchase during the Initial Option Exercise Period or Alternative Initial Option Exercise Period, as the case may be, the City may subsequently exercise this Option to Purchase within 60 days immediately following each annual anniversary of receipt by the City of the Transfer Notice from SLD&RC or of the City’s receipt of confirmation of a Non-Nuclear Transfer of SLD Irrigated Property through means other than a Transfer Notice from SLD&RC.
4. This Option to Purchase shall be recorded with the Boulder County Clerk and Recorder.
5. If the City does exercise this Option to Purchase, the then current owner(s) of the SLD Irrigated Property may lease water to the extent such lease is authorized in paragraph 6.B.viii of the Settlement Agreement.

The Parcel is currently known as 2200 Emerald. This Option to Purchase shall run with the land associated with SLD Irrigated Property Parcel No. 133 regardless of any change of

For Administrative Purposes Only
Property Address: 2200 Emerald Road
Grantors: Amy J. Carpenter and Stephen R. Carpenter
Grantee: City of Boulder, Colorado
Case#: LUR2014-00065

GRANT OF FLOOD CONTROL EASEMENT

AMY J. CARPENTER and STEPHEN R. CARPENTER (“Grantors”), whose address is 2200 Emerald Road, Boulder Colorado 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the “City”), whose address is 1777 Broadway, Boulder, Colorado 80302, a flood control easement for the purpose of drainage conveyance and control of flood waters and installation and maintenance of improvements necessary to ensure conveyance as determined by the Grantee, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantors, for them and for their heirs, successors, agents, lessees, and assigns, do hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by them or their heirs, successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantors warrant their ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantors, their heirs, agents, lessees and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Amy J. Carpenter

[NOTARY BLOCK FOLLOWS]

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

AN EASEMENT OVER AND ACROSS A PORTION OF LOT 3, BLOCK 6, GITHENS ACRES AS RECORDED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 90542553, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTHERLY LINE OF SAID LOT 3 TO BEAR SOUTH 89°43'10" WEST, A DISTANCE OF 197.39 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3,
THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 3, SOUTH 89°43'10" WEST, A DISTANCE OF 197.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE ALONG THE WESTERLY LINE OF SAID LOT 3, NORTH 00°00'00" EAST, A DISTANCE OF 65.78 FEET;
THENCE DEPARTING SAID WESTERLY LINE, AND RUNNING 60' NORTHEASTERLY AND PARALLEL WITH THE CENTERLINE OF WONDERLAND CREEK THE FOLLOWING SIX (6) COURSES:
SOUTH 86°17'13" EAST, A DISTANCE OF 28.97 FEET;
THENCE SOUTH 74°01'10" EAST, A DISTANCE OF 38.38 FEET;
THENCE SOUTH 73°13'59" EAST, A DISTANCE OF 22.03 FEET;
THENCE SOUTH 80°00'49" EAST, A DISTANCE OF 38.95 FEET;
THENCE SOUTH 71°00'36" EAST, A DISTANCE OF 53.92 FEET;
THENCE SOUTH 81°15'33" EAST, A DISTANCE OF 21.40 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3;
THENCE ALONG SAID EASTERLY LINE, SOUTH 00°01'20" WEST, A DISTANCE OF 18.47 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 8,723 SQ.FT. OR 0.20 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVISION OF LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSI JOB NO. 14-64,204
CHAIRMAN/CEO, FLATIRONS, INC.
JOB NUMBER: 14-64,204
DRAWN BY: E. PRESCOTT
DATE: AUGUST 25, 2014
REV: SEPTEMBER 12, 2014

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BY:EPRESCOTT FILE:64204-DESC-C13.DWG DATE:9/12/2014 11:13 AM

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 2 of 2)

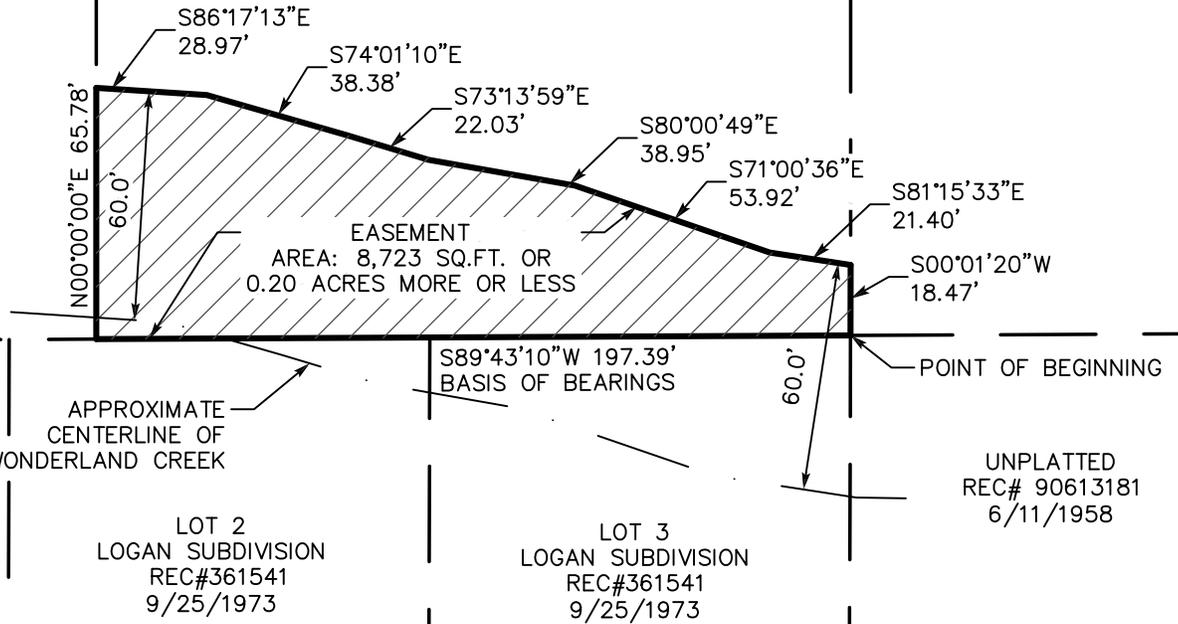
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2

LOT 2
 BLOCK 6
 GITHENS ACRES
 REC# 90542553
 JUNE 30, 1954

LOT 3
 BLOCK 6
 GITHENS ACRES
 REC# 90542553
 JUNE 30, 1954

LOT 4
 BLOCK 6
 GITHENS ACRES
 REC# 90542553
 JUNE 30, 1954



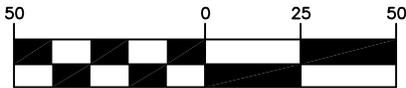
APPROXIMATE
 CENTERLINE OF
 WONDERLAND CREEK

LOT 2
 LOGAN SUBDIVISION
 REC#361541
 9/25/1973

LOT 3
 LOGAN SUBDIVISION
 REC#361541
 9/25/1973

UNPLATTED
 REC# 90613181
 6/11/1958

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.



Flatirons, Inc.
 Surveying, Engineering & Geomatics



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 LONGMONT, CO 80501
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ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Norwood Garden LLC, a Colorado limited liability company (the “Applicant”). The City and the Applicant are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicant is the owner of the property generally known as 2350 Norwood Avenue and more particularly described on the attached **Exhibit A** (the “Property”) included by reference and hereby made a part of this Agreement.

B. The Applicant is interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation with an initial zoning designation of Residential - Estate (RE) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicant in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicant in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein receipted for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a building permit for additional square footage to the existing structure, or an increase in number of the plumbing fixtures.

2. Requirements Prior to First Reading of the Annexation Ordinance. Prior to the scheduling of first reading of the annexation ordinance, the Applicant shall do the following:

- A. Annexation Agreement. The Applicant will sign this Agreement.
- B. Title Work. The Applicant will provide the City with title work current to within 30 days of signing this Agreement.
- C. Written Descriptions. The Applicant shall provide a written description of any nonconforming uses and/or nonstandard buildings existing on each Property, if any.
- D. Water Rights (Farmer’s Ditch). The Applicant will enter into an agreement that grants the City a right of first refusal to allow the City to purchase any interests in water or water rights associated with or appurtenant to the Property in the form attached as **Exhibit B**.
- E. Water Rights (Silver Lake Ditch). The Applicant will grant to the City an option in the form attached as **Exhibit C** to purchase certain interests in Silver Lake Ditch and Reservoir Company Shares associated with the Property pursuant to the Settlement Agreement of December 1, 2009 between the City of Boulder and the Silver Lake Ditch & Reservoir Company, recorded at Reception No. 03046201 in Boulder County, Colorado.
- F. Dedications. The Applicant shall dedicate to the City, at no cost, the following:
 - 1) 30-feet of right-of-way in fee interest for Norwood Avenue as shown on **Exhibit D**; and
 - 2) 16-foot public access easement as shown on **Exhibit E**.
- G. Northern Colorado Water Conservancy District (“NCWCD”). The Applicant will file an application for inclusion of the Property in the Boulder Municipal Subdistrict of the Northern Colorado Water Conservancy District.

3. Connection Requirements. Prior to connection to the City’s water and/or sanitary sewer mains, the Applicant shall:

- A. Submit an application to connect to the City’s water and/or sanitary sewer mains that meets the requirements of Chapters 11-1 and 11-2, B.R.C. 1981.
- B. Pay all applicable fees and charges associated with the service line connections to water and/or sanitary sewer mains, including water and wastewater plant

investment fees, stormwater and flood management plant investment fees, right-of way, water, and wastewater permit fees, installation fees, and tap fees.

C. Construct the individual service lines that will connect the Applicant's existing residence to the City's water and/or wastewater mains.

D. Pay any assessments, including but not limited to the following:

Norwood Improvement District Assessment	\$ 5,000.00
Stormwater and Flood PIF Assessment	\$19,347.52

E. Execute a Promissory Note and Deed of Trust, if Applicant selected Payment Option #B, as described under Paragraph 4.B(i) below,

4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicant selects **Option #A** set forth below.

A. Option #A: Payment in Full. The Applicant shall connect to City water and sanitary sewer mains within 180 days after the effective date of the annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to City water and sanitary sewer mains provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension.

B. Option #B: Payment Plan. The Applicant shall connect to City water and sanitary sewer mains within 180 days after the effective date of the annexation ordinance and shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:

i. Prior to connection to the City's water and/or sewer mains, the Applicant shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicant's Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to both the City water and sewer systems.

The City Manager may, in her discretion, approve a different time for connection to City water and sanitary sewer mains provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.

- C. Option #C: Future Connection. The Applicant shall connect to the City's water and sanitary sewer mains at a time later than what is specified in Option #A and #B above, but no later than the time when 1) the Applicant's on-site wastewater system fails or is declared unsafe, or the Applicant is otherwise required to stop using the on-site wastewater system by the Boulder County Health Department or the State of Colorado; or 2) at the time Applicant's Property is sold; or 3) at the time of Redevelopment of Applicant's Property, whichever occurs first. At the respective time and prior to the Applicant's connection to the City's water and sanitary sewer mains, the Applicant will pay the costs and fees described in Paragraph 3 above based on the then applicable fee schedule.
5. City of Boulder Design and Construction Standards. Any other public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction Standards* applicable at the time of construction and shall be subject to the review, approval and acceptance of the City Manager.
6. Use of Existing Wells. The City agrees not to prohibit the Applicant from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicant has connected to city water utility. No person is allowed to make any cross connections between a well and the City's municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Applicant Responsible for Legal Disconnection of On-site Wastewater System. If the Applicant decides to continue to use an existing on-site wastewater system, the Applicant agrees that it will connect to the adjacent sanitary sewer main, in accordance with Section 11-2-9, B.R.C. 1981, upon any declaration by Boulder County Public Health to cease and desist using the on-site wastewater system, or other declaration that the on-site wastewater system constitutes a threat to the public health. Currently, under Boulder County Public Health Department policy, all on-site wastewater systems must be permitted and approved by 2023. At that time, any resident still using an on-site wastewater system must either have their system permitted and approved, or connect to the adjacent sanitary sewer main. At the time of any disconnection of the on-site wastewater system and connection to the City's sanitary sewer main, the Applicant is required to abandon the existing on-site wastewater system in accordance with Boulder County Public Health and State of Colorado regulations.
8. Historic Drainage. The Applicant agrees to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
9. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicant agrees not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.

10. Existing Nonstandard Buildings and/or Nonconforming Uses. Existing, nonstandard buildings and/or nonconforming uses will be allowed to continue to be occupied and operated in the City of Boulder. Only those nonstandard buildings and/or nonconforming uses for which the Applicant has provided a written description that is received by the City in accordance with Paragraph 2.C above will be considered legal. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.
11. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.
12. Waiver of Vested Rights. The Applicant hereby waives any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicant acknowledges that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
13. Dedications. The Applicant acknowledges that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.
14. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicant shall provide an original of this Agreement signed by Applicant, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicant. The Applicant agrees that it will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
15. No Encumbrances. The Applicant agrees that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicant shall neither convey ownership nor further encumber the Applicant's Property, without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicant agrees not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
16. Breach of Agreement. In the event the Applicant breaches or fails to perform any required action or fails to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicant acknowledges that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein

described. In the event the Applicant fails to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fails to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicant agrees that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicant and collect its costs in the manner herein provided. The Applicant agrees to waive any rights he or she may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt, or acknowledges that the adoption of the annexation ordinance is such enabling ordinance.

17. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
18. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.
19. Right to Withdraw. An Applicant retains the right to withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicant's right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that the Applicant withdraws from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding the Applicant. The City agrees, within 30 days of a request by the Applicant after a withdrawal, to return all previously submitted stormwater/flood management PIFs and easement and/or rights of way dedication documents which the Applicant submitted pursuant to this Agreement to the Applicant.
20. Cash-in-lieu of Providing Permanently Affordable Housing. For each additional dwelling unit on the Property that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981, the Applicant shall pay twice the applicable cash-in-lieu amount as required per each market unit in that chapter to the City. This amount is payable prior to issuance of a building permit for each new dwelling unit that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981. The parties acknowledge that the Property has the equivalent of one habitable dwelling unit on such Property at the time of annexation.

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Legal Description
- B: First Right of Refusal (Farmer's Ditch)
- C: Silver Lake Ditch Option Agreement
- D: Deed of Dedication (30-feet of ROW for Norwood Av)
- E: Public Access Easement

EXHIBIT A TO ANNEXATION AGREEMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

PARCEL DESCRIPTION

(PROVIDED BY DEED RECORDED AT RECEPTION NO. 099395)

THAT PORTION OF THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST
OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 959.24 FEET
WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTHERLY AND AT
RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 210.00 FEET; THENCE
EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 18, TO A POINT ON THE EAST
LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE SOUTHERLY ALONG THE
EAST LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18, TO THE SOUTHEAST CORNER
OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE WESTERLY ALONG THE SOUTH
LINE OF SAID SECTION 18, TO THE PLACE OF BEGINNING.

EXCEPT THE NORTHERLY 30' THEREOF (PER THE DIRECTION OF THE CLIENT).

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND
ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY
RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO
REPRESENT A MONUMENTED SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE
STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 14-64,592

JOB NUMBER: 14-64,592
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 13, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64592-ANNEX-C13.DWG DATE:10/13/2014 10:41 AM

EXHIBIT B TO ANNEXATION AGREEMENT (Page 1 of 6)
GRANT OF RIGHT OF FIRST REFUSAL
TO PURCHASE CERTAIN WATER AND DITCH RIGHTS

THIS AGREEMENT ("Agreement") is by and between Norwood Garden LLC, a Colorado limited liability company, whose address is P. O. Box 4116, Boulder, Colorado 80306 ("Grantor"), and the City of Boulder, a Colorado home rule city, whose address is 1777 Broadway, P.O. Box 791, Boulder, Colorado 80306-0791 ("City").

RECITALS

- A. Grantor is the owner of property generally known as 2350 Norwood Avenue and more particularly described on **Exhibit A** ("Property"). The Grantor has petitioned to annex said Property. The Grantor has entered into an annexation agreement requiring connection to City water service within 180 days of the effective date of the annexation ordinance. Grantor is also the owner of water and ditch rights used on or appurtenant to such Property.
- B. Pursuant to Subsection 11-1-19 (b), Boulder Revised Code 1981, an applicant for a permit for new or expanded water service under Sections 11-1-14, "Permit to Make Water Main Connections," and 11-1-15, "Out of City Water Service," B.R.C. 1981, shall elect to (1) offer to the City on a form provided by the city manager the right of first refusal on all water and ditch rights used on or appurtenant to the property at fair market value, or (2) offer for sale to the City all water and ditch rights used on or appurtenant to the property at fair market value determined by the City and the applicant at the time of the offer for sale.
- C. Grantor will apply for a permit for new or expanded water service and desires to offer to the City the right of first refusal on the water and ditch rights used on or appurtenant to the property at fair market value.
- D. City desires that such water and ditch rights continue to be available for use by Grantor on Grantor's Property once it has City water utility service and desires that the timing of Grantor's offer to sell such water and ditch rights to City be delayed until such time as Grantor no longer will use such water and ditch rights on Grantor's Property.
- E. Grantor is willing to encumber any and all ditch company share certificates associated with the water and ditch rights with the obligations contained herein.

EXHIBIT B TO ANNEXATION AGREEMENT (Page 2 of 6)
AGREEMENT

1. The water rights (the “Water Rights”) owned by Grantor are described as follows:

all of Grantor’s interest in the water and water rights, ditches and ditch rights, and reservoirs and reservoir rights represented by a 59/672 share of stock in the Farmer’s Ditch Company (“Ditch Company”) (represented by Ditch Company Share Certificate No. 2336); together with any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection with the Water Rights.
2. In consideration for a permit for new or expanded City water utility service to the Property, Grantor does hereby grant to the City the right of first refusal to purchase the Water Rights, or any part thereof, as described in this Agreement.
3. Grantor shall provide written notice and offer to sell the Water Rights to the City at least 60 days in advance of any of the following occurrences:
 - a. Grant, lease, sale, transfer, exchange, or other conveyance of an interest in the Water Rights by Grantor to a bona fide third-party purchaser; or
 - b. Grant, lease, sale, transfer, exchange, or other conveyance of an interest in the Property by Grantor to bona fide third-party purchaser.

The written notice to be provided by Grantor as required herein shall include the details and terms of any such proposed grant, sale, lease, transfer, exchange or other conveyance.

4. The offer to sell the Water Rights to the City shall be for the fair market value of the Water Rights as determined by the City and the Grantor at the time of the offer to sell. If the City desires to exercise its right to purchase the Water Rights, the City shall provide notice thereof to Grantor within 30 days of receiving the notice and offer to sell and the parties shall execute the Agreement to Buy and Sell Water Rights, substantially as shown on **Exhibit B** attached hereto and incorporated herein by reference.
5. If the City does not exercise its right to purchase the Water Rights within 30 days of receiving written notice from the Grantor as described in paragraph 4 above, Grantor is free to convey the Water Rights to the same bona fide third-party purchaser; however, Grantor shall not convey the Water Rights to the same bona fide third-party purchaser for an amount less or terms different than those contained in the written notice provided to the City. If the proposed transfer to the same bona fide third-party purchaser is not consummated, the City’s right of first refusal herein set forth shall not be deemed waived or cancelled but shall remain in full force and effect.
6. The parties hereto agree that a transfer of the Water Rights, or any portion thereof, shall be made only after compliance with all of the provisions of this Agreement, except that the

EXHIBIT B TO ANNEXATION AGREEMENT (Page 3 of 6)

following transfers shall not trigger the City's right of first refusal and shall be exempt from the terms and conditions of this Agreement to the extent herein provided and subject to all other terms and conditions of this Agreement:

- a. A contemporaneous transfer of the Water Rights together with the Property to the same owner; and
 - b. A lease of the Water Rights together with the Property for no more than three year's duration.
7. Any conveyance of the Water Rights in violation of this Agreement shall be null and void. In addition to all other remedies available to the City at law or in equity, this Agreement may be enforced by specific performance.
 8. Grantor shall notify Ditch Company in writing with a copy to the City within 30 days of the execution of this Agreement that the Water Rights owned by the Grantor are encumbered by the provisions of this Agreement.
 9. Upon issuance of the permit for new or expanded water service referenced above, the City will reduce the outdoor allocation component of the municipal water budget for the Property by an amount equal to the amount of water available under the Water Rights that duplicates municipal water available to the Property or a portion thereof due to an allocation from the municipal water budget. The water budget reduction shall be documented on a form to be provided by the City and signed by Grantor. The City may also reduce the amount due under section 4-20-26, "Water Plant Investment Fees," B.R.C. 1981, for the outdoor allocation based on the reduced water budget needed for outdoor irrigation for the Property. Grantor shall pay any incremental Water Plant Investment Fee in the future upon Grantor's request for a full (non-reduced) water budget following sale of the Water Rights.
 10. The terms of this Agreement shall be binding on Grantor, Grantor's agents, lessees, assigns, and all other successors to Grantor in interest. This Agreement shall be recorded in the records of the Boulder County Clerk and Recorder as an encumbrance on the Property. If this agreement shall be deemed to create an interest in land, such interest shall vest, if at all, during the lives of the undersigned plus twenty (20) years and three hundred and sixty-four (364) days.
 11. This Agreement does not relate to any interests in water and water rights associated with the Silver Lake Ditch Water Users' Association and/or the Silver Lake Ditch and Reservoir Company and or rights to receive delivery of water stored in Silver Lake Reservoir and Island Lake Reservoir that Grantor holds related to the Property and/or designated as City Map Number 253. A separate Option to Purchase SLD&RC Shares associated with the Property and/or designated as City Map Number 253 will be executed by Grantor pursuant to the annexation agreement for the Property and consistent with the terms and provisions of the Settlement Agreement of December 1, 2009 between the City and The Silver Lake Ditch &

EXHIBIT B TO ANNEXATION AGREEMENT (Page 4 of 6)
Reservoir Company, recorded at Reception No. 03046201 in Boulder County, Colorado.

12. Any notice required or desired to be given under this Agreement shall be provided by first class United States mail, postage prepaid to the persons and addresses identified in this section. Either party may change its address for delivery of notice by providing a change of address notice in accordance with the terms of this section. Any periods of time within which action is to be taken hereunder shall commence on the date notice thereof is received.

If to the Grantor: Norwood Garden LLC
Attn: Marilyn Jorrie
P. O. Box 4116
Boulder, CO 80306

If to the City: Director of Public Works for Utilities
City of Boulder
P.O. Box 791
Boulder, CO 80306

With a copy to: City Attorney's Office
City of Boulder
P.O. Box 791
Boulder, CO 80306

13. Grantor represents and warrants that Grantor has the full power and authority to execute and deliver this Agreement and to perform all obligations arising under this Agreement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as
of this _____ day of _____, 2014.

GRANTOR

Norwood Garden LLC,
a Colorado limited liability company

By: _____
Marilyn J. Jorrie, Member

EXHIBIT B TO ANNEXATION AGREEMENT (Page 5 of 6)

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day
of _____, 2014, by Marilyn J. Jorrie as Member of Norwood Garden LLC.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

EXHIBIT B TO ANNEXATION AGREEMENT (Page 6 of 6)
CITY OF BOULDER

By: _____
Jane S. Brautigam, City Manager

ATTEST:

City Clerk

Approved as to Form:

City Attorney's Office

Date

EXHIBITS

Exhibit A: Legal Description of Property

Exhibit B: Agreement to Buy and Sell Water Rights

EXHIBIT A TO GRANT OF RIGHT OF FIRST REFUSAL

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

PARCEL DESCRIPTION

(PROVIDED BY DEED RECORDED AT RECEPTION NO. 099395)

THAT PORTION OF THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 959.24 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTHERLY AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 210.00 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 18, TO A POINT ON THE EAST LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18, TO THE SOUTHEAST CORNER OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 18, TO THE PLACE OF BEGINNING.

EXCEPT THE NORTHERLY 30' THEREOF (PER THE DIRECTION OF THE CLIENT).

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 14-64,592

JOB NUMBER: 14-64,592
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 13, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64592-ANNEX-C13.DWG DATE:10/13/2014 10:41 AM

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 1 of 6)

AGREEMENT TO BUY AND SELL WATER RIGHTS

THIS IS A LEGAL INSTRUMENT; IF NOT UNDERSTOOD, LEGAL, TAX, OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

This AGREEMENT TO BUY AND SELL WATER RIGHTS (the "Agreement") is by and between the City of Boulder, a Colorado home rule city (the "Purchaser") and Norwood Garden LLC, a Colorado limited liability company, 3650 4th St, Boulder, Colorado 80304 (the "Seller").

1. Water Rights Conveyed

- a. The Seller hereby acknowledges having received from the Purchaser the sum of _____ in the form of a check as earnest money and part payment for the following described water rights, to wit:

59/672 share of stock in the Farmer's Ditch Company

hereinafter called "the Water Rights".

- b. Subject to the provisions of this Agreement, Purchaser hereby agrees to buy the Water Rights, and the Seller hereby agrees to sell the Water Rights upon the terms and conditions stated herein.

2. Price

The purchase price shall be _____, payable as follows:
_____ hereby received for; _____ by Purchaser's check at closing, said purchase price having been freely agreed to by both Seller and Purchaser as the fair market value of the Water Rights.

3. Title

- a. Title to the Water Rights shall be merchantable in Seller, except as stated in subparagraph 3.c. Subject to payment or tender as above provided and compliance by Purchaser with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient quit claim deed and the original stock certificate issued by Farmer's Ditch Company for the Water Rights on April 7, 1974, or by mutual agreement, at an earlier date, conveying the Water Rights free and clear of all taxes, liens, encumbrances, assessments, and leases. Seller shall execute all such stock transfers or other documents as may be required by the Farmer's Ditch Company to effectuate the transfer of water shares in such company from Seller to Purchaser in accordance with this Agreement. Seller shall pay the current year's assessment and any past due assessments.

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 2 of 6)

- b. Except as stated in subparagraph 3.c., if title to the Water Rights is not merchantable and written notice of defect(s) is given by Purchaser or Purchaser's agent to Seller on or before date of closing, Seller shall, at his/her sole expense, use reasonable efforts to correct said defect(s) prior to date of closing. If Seller is unable to correct said defect(s) on or before date of closing, at Seller's option and upon written notice to Purchaser or Purchaser's agent on or before date of closing, the date of closing shall be extended 30 days for the purpose of correcting said defect(s). If title is not rendered merchantable as provided in this subparagraph, at either party's option, this Agreement may be declared to be void and of no effect, and each party hereto shall be released from all obligations hereunder, and all payments and things of value received hereunder shall be returned to Purchaser.
- c. Any taxes, liens, encumbrances, or assessments required to be paid shall be paid at or before the time of settlement from the proceeds of this transaction or from any other source.

4. Water Court Proceedings

- a. If Purchaser desires to file an application with a court of competent jurisdiction for the change of use of the Water Rights or regarding future use of the Water Rights, Seller covenants that he/she will cooperate with Purchaser, its agents, representatives and assigns, for no additional consideration, in establishing information relevant to the historical use of the subject Water Rights, including the execution of appropriate affidavits and/or the furnishing of testimony in appropriate administrative or judicial proceedings with respect to said Water Rights. However, Purchaser agrees to reimburse Seller for any out-of-pocket expenses incurred in obtaining or giving such testimony or other information. Seller further covenants and agrees that he/she will neither challenge nor oppose any such water court application filed by or on behalf of Purchaser for the above-described change of Water Rights.
- b. Purchaser shall bear all expenses of water court or other proceedings, if necessary, to obtain permission for Purchaser to make use of the Water Rights. Purchaser agrees to pay any stock transfer fee to transfer any certificate which is the subject of this Agreement or any recording fees for this instrument or any other instrument necessary pursuant to this Agreement.

5. Default

Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored, or tendered when due, or if any

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 3 of 6)

other obligation hereunder is not performed as herein provided, there shall be the following remedies:

- a. IF PURCHASER IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by Purchaser and retained on behalf of Seller, and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and are, except as provided in subparagraph 5.c., SELLER'S SOLE AND ONLY REMEDY for Purchaser's failure to perform the obligations of this Agreement. Seller expressly waives the remedies of specific performance and additional damages.
- b. IF SELLER IS IN DEFAULT, (1) Purchaser may elect to treat this Agreement as terminated, in which case all payments and things of value received hereunder shall be returned to Purchaser, and Purchaser may recover such damages as may be proper; or (2) Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser shall have the right to an action for specific performance or damages, or both.
- c. Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement, the court may award to the prevailing party all reasonable costs and expenses, including attorney's fees.

6. Representations and Warranties

By signing this Agreement, Seller warrants, and at the closing, Seller shall again warrant to Purchaser as follows:

- a. This Agreement and the documents required to be delivered by Seller hereunder ("Seller's Documents") do not and will not contravene any provision of any currently applicable law or regulation. This conveyance of the Water Rights and the delivery of this Agreement and Documents will not result in a breach of, constitute a default under, or require consent pursuant to, any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guarantee, or other instrument to which Seller is presently a party or by which Seller or his/her assets are presently bound or affected.
- b. Except as hereinafter set forth, there are no actual or, to the best of Seller's knowledge, threatened or contemplated suits, action, or proceedings with respect to all or part of the Water Rights (1) for condemnation, (2) alleging any violation of any currently applicable law or regulation, or (3) which could result in a lien or lis pendens affecting all or any part of the Water Rights.

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 4 of 6)

- c. Seller is the sole owner of all the Water Rights and will not, prior to closing, assign, pledge, transfer, lease, or in any way encumber his/her interest therein.
- d. Seller has full power and authority to execute and deliver this Agreement and Seller's Documents and to perform all obligations arising under this Agreement and under Seller's Documents.
- e. During Seller's ownership of the Water Rights, no person has claimed any right to any part of the Water Rights adverse to Seller.

7. Expenses

Except as otherwise expressly provided, each party shall pay their own costs and expenses in connection with the negotiation, execution, and delivery of this Agreement and of Seller's Documents.

8. Broker's Fee

Purchaser shall not be obligated to pay any broker's commission or fee which may be claimed pursuant to this Agreement, and Seller shall indemnify, defend and hold harmless Purchaser from and against all loss, expense, damage, and liability from any services claimed to have been rendered in connection with the transaction contemplated in this Agreement.

9. Entire Agreement

This Agreement supersedes all prior agreements and contains the complete and entire agreement between the parties respecting negotiations, agreements, representations, and understandings, if any, between the parties concerning the Water Rights.

10. Modifications

This Agreement may not be modified, discharged, or changed in any respect whatsoever, except by a further agreement in writing duly executed by Purchaser and Seller. However, any consent, waiver, approval, or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

11. Notices

All notices under this Agreement shall be given by registered or certified mail, postage prepaid, directed as follows, and shall be deemed given on the date of mailing.

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 5 of 6)

If to Seller: Norwood Garden LLC
 Attn: Marilyn Jorrie
 P. O. Box 4116
 Boulder, CO 80306

If to Purchaser: City of Boulder
 Utilities Division
 Attn: Director of Public Works for Utilities
 P. O. Box 791
 Boulder, CO 80306

12. Successors and Assigns

The agreements herein contained shall bind and inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.

13. Additional Documents or Action

The parties agree to execute or obtain any additional documents or take any additional action that is necessary to carry out this Agreement.

14. Survival of Closing

The representations, covenants and warranties provided in this Agreement and the rights and obligations of the parties hereunder shall survive the closing and shall not merge in the instruments delivered at closing.

15. Dry-Up Covenant

The Water Rights have historically been used to irrigate land consisting of approximately 1.5 acres located at 3650 4th Street, Boulder, CO. Seller, for itself, its successors and assigns hereby does covenant and agree with Purchaser that the historically irrigated lands described above shall not be irrigated with water from the Farmer's Ditch Company, except as may be specifically provided for in any future lease of use of the Water Rights or other untreated water supplies entered into between the Purchaser and Seller or any future owner of the historically irrigated property. Seller, for itself, its successors and assigns, further covenants and agrees with Purchaser that the burden imposed by the right and interest in the historically irrigated lands herein created and granted to Purchaser shall be binding upon and run with the historically irrigated lands forever and shall be forever enforceable against the owners of the historically irrigated lands, their heirs, successors and assigns, for the benefit of Purchaser, its successors and assigns.

EXHIBIT B TO GRANT OF RIGHT OF FIRST REFUSAL (Page 6 of 6)

DATED this _____ day of _____, 20____.

Purchaser:
City of Boulder

Seller:
Norwood Garden LLC,
a Colorado limited liability company

By: _____
Jane S. Brautigam
City Manager

By: _____
Marilyn J. Jorrie, Member

Attest:

City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT C TO ANNEXATION AGREEMENT (Page 1 of 2)

**OPTION TO PURCHASE
SLD&RC SHARE ASSOCIATED WITH
VOLUNTARILY ANNEXED SLD IRRIGATED PROPERTY
PARCEL NO. 253, 2350 NORWOOD AVENUE**

Norwood Avenue LLC, a Colorado limited liability company, as Property Owner of Silver Lake Ditch (“SLD”) Irrigated Property Parcel No. 253, 2350 Norwood Avenue, legally described on Exhibit A attached hereto and incorporated by reference herein, does provide this Option to Purchase to the City of Boulder, Colorado, a home rule city of the State of Colorado (“City”), in accordance with the terms of Section II, Voluntary Annexation, of the Settlement Agreement of December 1, 2009 between the City and The Silver Lake Ditch & Reservoir Company (“SLD&RC”), recorded at Reception No. 03046201 in Boulder County, Colorado (“Settlement Agreement”), this ____ day of _____, 2014, as follows:

1. The City shall have the Option to Purchase 1.25 SLD&RC Share associated with SLD Irrigated Property Parcel No. 253, along with the rights, and only the rights, represented by such SLD&RC Share to receive a certain amount of water from the Reserved Storage Rights.
2. The City shall have the right to exercise this Option to Purchase within 60 calendar days immediately after receiving a Transfer Notice from SLD&RC of a Non-Nuclear Transfer (“Initial Option Exercise Period”) or confirmation of a Non-Nuclear Transfer through means other than receipt of a Transfer Notice from SLD&RC (“Alternative Initial Option Exercise Period”), as the case may be, in accordance with the terms of the Settlement Agreement.
3. If the City determines not to exercise the Option to Purchase during the Initial Option Exercise Period or Alternative Initial Option Exercise Period, as the case may be, the City may subsequently exercise this Option to Purchase within 60 days immediately following each annual anniversary of receipt by the City of the Transfer Notice from SLD&RC or of the City’s receipt of confirmation of a Non-Nuclear Transfer of SLD Irrigated Property through means other than a Transfer Notice from SLD&RC.
4. This Option to Purchase shall be recorded with the Boulder County Clerk and Recorder.
5. If the City does exercise this Option to Purchase, the then current owner(s) of the SLD Irrigated Property may lease water to the extent such lease is authorized in paragraph 6.B.viii of the Settlement Agreement.

The Parcel is currently known as 2350 Norwood Avenue. This Option to Purchase shall run with the land associated with SLD Irrigated Property Parcel No. 253 regardless of any change of

EXHIBIT C TO ANNEXATION AGREEMENT (Page 2 of 2)

address of all or part of the Parcel. All capitalized terms herein shall be defined as provided in the Settlement Agreement.

IN WITNESS WHEREOF, Property Owner has caused this instrument to be duly executed as of this _____ day of _____, 2014.

PROPERTY OWNER
Norwood Garden LLC,
a Colorado limited liability company

By: _____
Marilyn J. Jorrie, Member

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The above and foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by Marilyn J. Jorrie as Member of Norwood Garden LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO OPTION TO PURCHASE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

PARCEL DESCRIPTION

(PROVIDED BY DEED RECORDED AT RECEPTION NO. 099395)

THAT PORTION OF THE SE1/4 SE1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST
OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 959.24 FEET
WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTHERLY AND AT
RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 210.00 FEET; THENCE
EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 18, TO A POINT ON THE EAST
LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE SOUTHERLY ALONG THE
EAST LINE OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18, TO THE SOUTHEAST CORNER
OF THE SW 1/4 SE 1/4 SE 1/4 OF SAID SECTION 18; THENCE WESTERLY ALONG THE SOUTH
LINE OF SAID SECTION 18, TO THE PLACE OF BEGINNING.

EXCEPT THE NORTHERLY 30' THEREOF (PER THE DIRECTION OF THE CLIENT).

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND
ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY
RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO
REPRESENT A MONUMENTED SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE
STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 14-64,592

JOB NUMBER: 14-64,592
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 13, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
 LONGMONT, CO 80501
 PH: (303) 776-1733
 FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64592-ANNEX-C13.DWG DATE:10/13/2014 10:41 AM

EXHIBIT D TO ANNEXATION AGREEMENT (Page 1 of 2)

For Administrative Purposes Only
Property Address: 2350 Norwood Av
Case#: LUR2014-00066

**DEED OF DEDICATION
(Public Street)**

NORWOOD GARDEN LLC, a Colorado limited liability company, grantor, for good and valuable consideration of LESS THAN FIVE HUNDRED DOLLARS, the receipt of which is hereby acknowledged, does hereby dedicate, transfer, grant, sell and convey to the CITY OF BOULDER, a Colorado home rule city, Grantee, whose legal address is 1777 Broadway, Boulder, Colorado 80302, for public use forever, as a public street right-of-way, that certain real property situated in Boulder, County, Colorado described on Exhibit A attached hereto and incorporated herein by reference, together with all use, rights and privileges as are necessary and incidental to the reasonable and proper use of same.

Grantor, for itself and its successors and assigns, does hereby covenant and agree that public use of such right-of-way shall not be obstructed or interfered with.

Grantor warrants its ability to grant and convey the subject real property.

The terms of this Deed of Dedication shall be binding upon Grantor and its successors and assigns, and all other successors to themselves in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, the grantor has executed this deed this ____ day of _____, 2014.

GRANTOR:
Norwood Garden LLC,
a Colorado limited liability company

By: _____
Marilyn J. Jorrie, Member

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Marilyn J. Jorrie as Member of Norwood Garden LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO DEED OF DEDICATION (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY,
RECORDED ON APRIL 11, 1974 AT RECEPTION NO. 099395, LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID PARCEL OF LAND TO BEAR NORTH 00°20'40" WEST,
WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG SAID WESTERLY LINE, NORTH 00°20'04" WEST, A DISTANCE OF 180.00 FEET TO
THE NORTHEAST CORNER OF LOT 2, NORWOOD RIDGE, AS DESCRIBED IN THE RECORDS OF
BOULDER COUNTY, RECORDED ON DECEMBER 19, 1991, AT RECEPTION NO. 1149617 AND THE
POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 00°20'40" WEST, A DISTANCE OF 30.00
FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND AS RECORDED AT RECEPTION NO.
099395;
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, NORTH 89°39'20" EAST, A
DISTANCE OF 295.18 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SOUTH 00°02'41" EAST, A
DISTANCE OF 30.00 FEET;
THENCE ALONG A LINE 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID NORTHERLY LINE,
SOUTH 89°39'20" WEST, A DISTANCE OF 295.02 FEET TO A POINT ON THE WESTERLY LINE OF
SAID PARCEL OF LAND AND THE POINT OF BEGINNING.

SAID PORTION OF A PARCEL OF LAND CONTAINING 8,853 SQ.FT. OR 0.20 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY
STATE FOR AND ON BEHALF OF FLATIIONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED
EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE
CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED
LAND SURVEY OR SUBDIVISION OF LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIIONS,
JOB NUMBER: 14-64,592(A)
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 13, 2014
REV: OCTOBER 27, 2014

FSI JOB NO. 14-64,592

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics

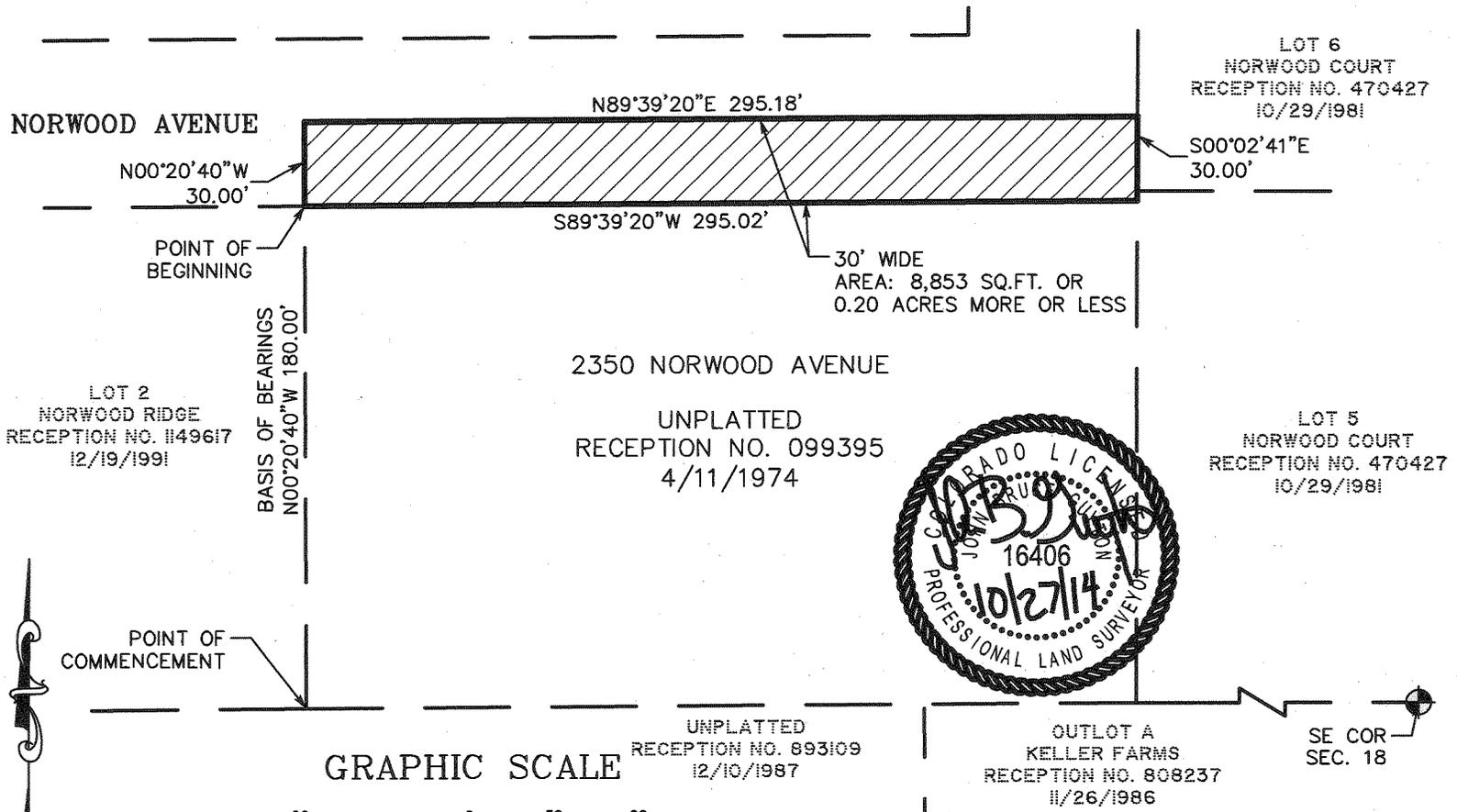


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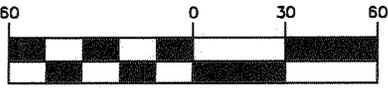
BY:EPRESCOTT FILE:64592-ROW DEDICATION DESC.DWG DATE:10/27/2014 11:49 AM

EXHIBIT A TO DEED OF DEDICATION (Page 2 of 2)
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 14-64,592(A)
 DRAWN BY: E. PRESCOTT
 DATE: OCTOBER 13, 2014
 REV: OCTOBER 27, 2014



(IN FEET)
 1 inch = 60 ft.

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

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EXHIBIT E TO ANNEXATION AGREEMENT (Page 1 of 3)

For Administrative Purposes Only
Property Address: 2350 Norwood Avenue
Grantor: Norwood Garden LLC
Grantee: City of Boulder, Colorado
Case#: LUR2014-00066

GRANT OF PUBLIC ACCESS EASEMENT

NORWOOD GARDEN LLC, a Colorado limited liability company ("Grantor"), whose address is P. O. Box 4116, Boulder CO 80306, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the "City"), whose address is 1777 Broadway, Boulder, Colorado 80302, an easement for public access purposes, for purposes of ingress and egress, and the installation, construction, repair, maintenance and reconstruction of transportation improvements, landscaping, utilities and appurtenances thereto, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

This public access easement shall also include a right of access, including motor vehicle access, for ditch repair, maintenance, and reconstruction.

Grantor, for it and for its successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by it or its successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants its ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, its agents, lessees and assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:
NORWOOD GARDEN LLC,
a Colorado limited liability company

By: _____
Marilyn Jorrie, Member

EXHIBIT E TO ANNEXATION AGREEMENT (Page 2 of 3)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Marilyn Jorrie, Member of Norwood Garden LLC.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO PUBLIC ACCESS EASEMENT (Page 1 of 2)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

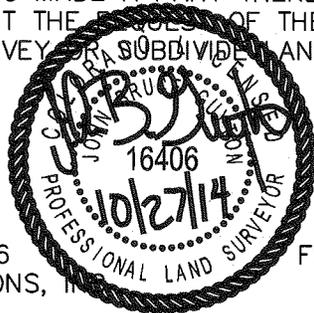
AN EASEMENT OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY, RECORDED ON APRIL 11, 1974 AT RECEPTION NO. 099395, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID PARCEL OF LAND TO BEAR NORTH 00°20'40" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE ALONG SAID WESTERLY LINE, NORTH 00°20'40" WEST, A DISTANCE OF 180.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PROPOSED RIGHT-OF-WAY LINE OF NORWOOD AVENUE;
THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°39'20" EAST, A DISTANCE OF 16.00 FEET;
THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A LINE LYING 16.00 FOOT EASTERLY OF AND PARALLEL WITH SAID WESTERLY LINE, SOUTH 00°20'40" EAST, A DISTANCE OF 155.76 FEET;
THENCE SOUTH 45°20'40" EAST, A DISTANCE OF 11.66 FEET TO A POINT BEING 16.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL OF LAND;
THENCE ALONG A LINE LYING 16.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL OF LAND, NORTH 89°39'20" EAST, A DISTANCE OF 45.76 FEET;
THENCE SOUTH 00°20'40" EAST, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND;
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°39'20" WEST, A DISTANCE OF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND, AND THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 3,778 SQ.FT. OR 0.09 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR A SUBDIVISION OF LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSI JOB NO. 14-64,592
CHAIRMAN/CEO, FLATIRONS, INC.
JOB NUMBER: 14-64,592(B)
DRAWN BY: E. PRESCOTT
DATE: OCTOBER 13, 2014
REV: OCTOBER 27, 2014

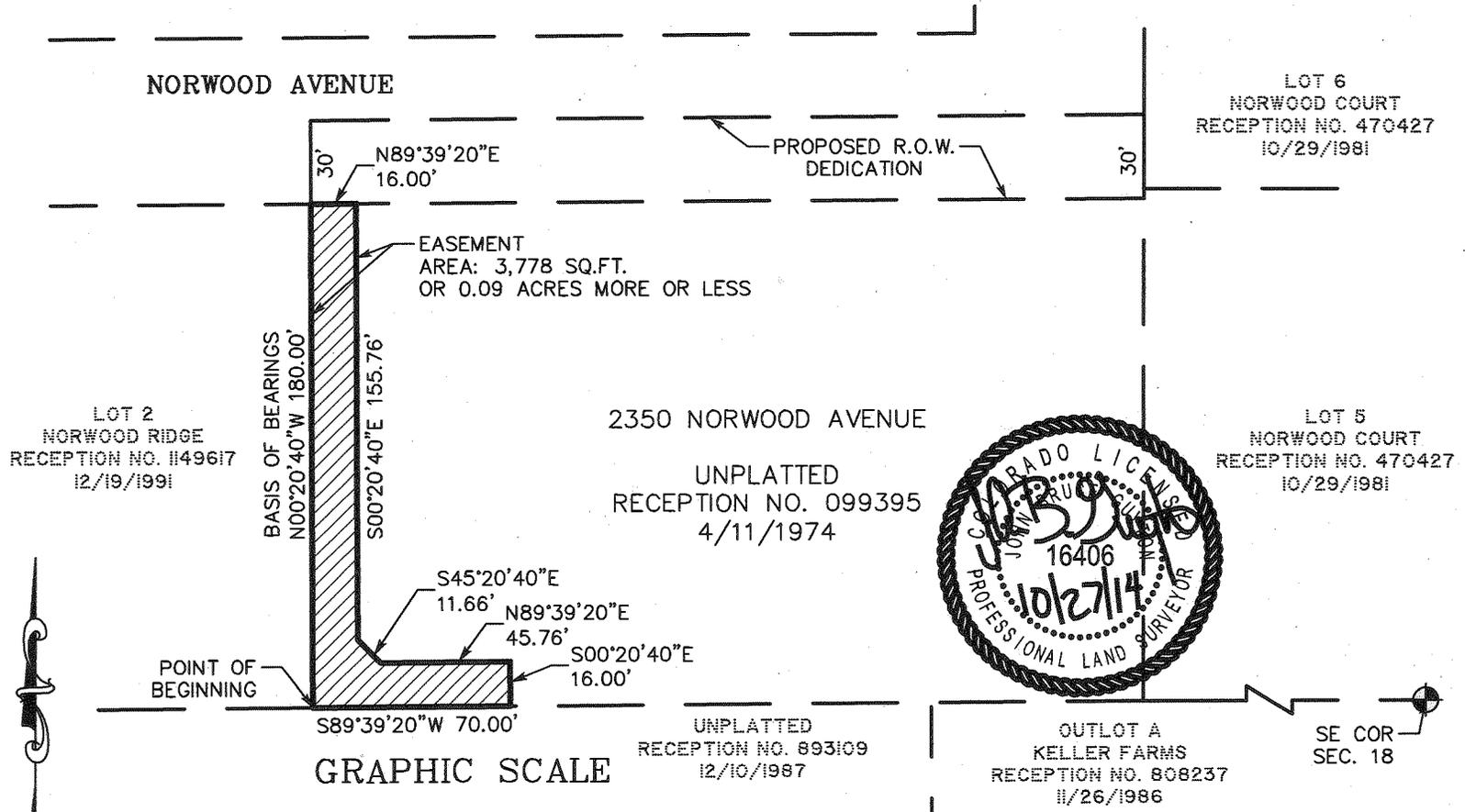
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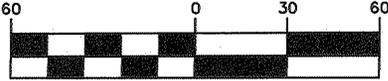
BY:EPRESCOTT FILE:64592-TRAIL DESC.DWG DATE:10/27/2014 11:52 AM

EXHIBIT A TO PUBLIC ACCESS EASEMENT (Page 2 of 2)
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
 RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



JOB NUMBER: 14-64,592(B)
 DRAWN BY: E. PRESCOTT
 DATE: OCTOBER 13, 2014
 REV: OCTOBER 27, 2014



(IN FEET)
 1 inch = 60 ft.

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BY:EPRESCOTT FILE:64592-TRAIL DESC.DWG DATE:10/27/2014 11:52 AM

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this _____ day of _____, 2014, by and between the City of Boulder, a Colorado home rule city (the “City”), and Stephen D. Tebo (the “Applicant”). The City and the Applicant are referred to as the “Parties.”

RECITALS

WHEREAS, the Parties recite the following facts related to the annexation of the property described in this Agreement to the City of Boulder:

A. The Applicant is the owner of the property generally known as 2140-2150 Tamarack Avenue and more particularly described on the attached **Exhibit A** (the “Property”) included by reference and hereby made a part of this Agreement.

B. The Applicant is interested in obtaining approval from the City of the annexation of the Property in order to provide adequate urban services to the Property.

C. The Parties anticipate that annexation, with an initial zoning designation of Residential – Estate (RE) is consistent with the Boulder Valley Comprehensive Plan.

D. In order to assist the Applicant in annexing into the City, the City is providing an annexation package that includes a method for financing the public improvements and a waiver of certain fees and taxes which includes the annexation application fee and the housing excise tax.

E. The City is interested in ensuring that certain terms and conditions of annexation be met by the Applicant in order to protect the public health, safety, and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City.

COVENANTS

NOW, THEREFORE, in consideration of the recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Definitions. The Parties agree that terms used in this Agreement will have the following meanings:

“Redevelopment” shall be defined as the subdivision of a property to create a new lot, issuance of a building permit for a new or replacement dwelling unit, issuance of a

building permit for additional square footage to the existing structure, or an increase in number of the plumbing fixtures.

2. Requirements Prior to First Reading of the Annexation Ordinance. Prior to the scheduling of first reading of the annexation ordinance, the Applicant shall do the following:

- A. Annexation Agreement. The Applicant will sign this Agreement.
- B. Title Work. The Applicant will provide the City with title work current to within 30 days of signing this Agreement.
- C. Easement Dedications. The Applicant shall dedicate to the City, at no cost, a flood control easement from 60 feet on either side of the centerline of Fourmile Canyon Creek as shown on **Exhibit B** (the "Flood Control Easement Area"). The easement shall be in a form acceptable to the city manager. The easement will exclude any principal building containing a dwelling unit on the lot within the flood control easement area that is existing at the time of annexation.
- D. Northern Colorado Water Conservancy District ("NCWCD"). The Applicant will file an application for inclusion of the Property in the Boulder Municipal Subdistrict of the Northern Colorado Water Conservancy District.

3. Connection Requirements. Prior to connection to the City's water and/or sanitary sewer mains, the Applicant shall:

- A. Submit an application to connect to the City's water and/or sanitary sewer mains that meets the requirements of Chapters 11-1 and 11-2, B.R.C. 1981.
- B. Pay all applicable fees and charges associated with a service line connection to water and/or sanitary sewer mains, including water and wastewater plant investment fees, stormwater and flood management plant investment fees, right-of way, water, and wastewater permit fees, installation fees, and tap fees.
- C. Construct the individual service line that will connect the Applicant's existing residence to the City's water and/or wastewater mains.
- D. Pay any assessments, including but not limited to the following:

Water Main	\$11,356.91
Sewer Main	\$ 8,465.50
Street Improvements	\$7,604.49
Stormwater and Flood PIF	\$32,735.46

- E. Execute a Promissory Note and Deed of Trust, if Applicant selected Payment Option #B, as described under Paragraph 4.B.i. below.

4. Payment Options and Requirements for Fees, Taxes, and Public Improvement Costs. The Applicant selects **Option #B** set forth below.

A. Option #A: Payment in Full. The Applicant shall connect to the City water and sanitary sewer mains within 180 days after the effective date of the annexation ordinance and shall comply with the terms of, and pay the costs and fees described in, Paragraph 3 above. The City Manager may, in her discretion, approve a different time for connection to the City water and sanitary sewer mains provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension.

B. Option #B: Payment Plan. The Applicant shall connect to the City water and sanitary sewer mains within 180 days after the effective date of the annexation ordinance, shall comply with the terms of Paragraph 3 above except that the costs, fees and any assessments described in Paragraph 3 shall be paid in accordance with the terms of the following payment plan:

i. Prior to connection to the City's water and/or sewer mains, the Applicant shall execute a Promissory Note and a Deed of Trust securing said Note and encumbering the Applicant's Property in the principal amount to cover the amounts set forth in Paragraph 3 above. The Note will have a simple interest rate of 3.25 percent per annum, payable in 10 annual installments of principal and interest beginning at the time of connection to both the City water and sewer systems.

The City Manager may, in her discretion, approve a different time for connection to City water and sanitary sewer mains provided the Applicant demonstrates reasonable diligence to comply with the 180-day deadline and good cause for the extension. The City Manager, in her discretion, may approve for good cause a different time for payment of the first of the 10 annual installments of principal and interest.

C. Option #C: Future Connection. The Applicant shall connect to the City's water and sanitary sewer mains at a time later than what is specified in Option #A and #B above, but no later than the time when 1) the Applicant's on-site wastewater system fails or is declared unsafe, or the Applicant is otherwise required to stop using the on-site wastewater system by the Boulder County Health Department or the State of Colorado; or 2) at the time Applicant's Property is sold; or 3) at the time of Redevelopment of Applicant's Property, whichever occurs first. At the respective time and prior to the Applicant's connection to the City's water and sanitary sewer mains, the Applicant will pay the costs and fees described in Paragraph 3 above based on the then applicable fee schedule.

5. City of Boulder Design and Construction Standards. Any public improvements that are required to be constructed by the terms of this Agreement shall be constructed in accordance with the requirements of the City of Boulder *Design and Construction Standards* applicable

at the time of construction and shall be subject to the review, approval and acceptance of the City Manager.

6. Use of Existing Wells. The City agrees not to prohibit the Applicant from using existing wells for irrigation purposes, even if the Property is served by the City water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicant has connected to the city water utility. No person is allowed to make any cross connections between a well and the City's municipal water utility. The Parties agree that there shall not be any type of connection between any well and the City water system serving the Property.
7. Applicant Responsible for Legal Disconnection of On-site Wastewater System. If the Applicant decides to continue to use an existing on-site wastewater system, the Applicant agrees to connect to the adjacent sanitary sewer main, in accordance with Section 11-2-9, B.R.C. 1981, upon any declaration by Boulder County Public Health to cease and desist using the on-site wastewater system, or other declaration that the on-site wastewater system constitutes a threat to the public health. Currently, under Boulder County Public Health Department policy, all on-site wastewater systems must be permitted and approved by 2023. At that time, any resident still using an on-site wastewater system must either have their system permitted and approved, or connect to the adjacent sanitary sewer main. At the time of any disconnection of the on-site wastewater system and connection to the City's sanitary sewer main, the Applicant is required to abandon the existing on-site wastewater system in accordance with Boulder County Public Health and State of Colorado regulations.
8. Historic Drainage. The Applicant agrees to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
9. Ditch Company Approval. If the Property is abutting an existing irrigation ditch or lateral, the Applicant agrees not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
10. Existing Nonstandard Buildings and/or Nonconforming Uses. The only non-conforming use that will be recognized by the City and allowed to be continued as a non-conforming use and subject to non-conforming use standards is one existing duplex on the Property. Duplexes are a prohibited use in the RE zoning district pursuant to Table 6-1, "Use Table" of Section 9-6-1, "Schedule of Permitted Land Uses." B.R.C. 1981. The Applicant agrees that any uses currently existing on the property that are not in conformity with the provisions of Title 9, "Land Use Code," B.R.C. 1981, including a film studio use but excluding the duplex use, shall be discontinued within six months of the effective date of the annexation ordinance. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.
11. New Construction. All new construction commenced on the Property after annexation will comply with all City of Boulder laws, taxes, and fees, except as modified by this Agreement.

12. Waiver of Vested Rights. The Applicant hereby waives any statutory vested rights that may have accrued under County jurisdiction that have not been perfected as common law vested rights. The Applicant acknowledges that nothing in this Agreement may be construed as a waiver of the City's powers to zone and regulate land uses for the benefit of the citizens and residents of Boulder.
13. Dedications. The Applicant acknowledges that any dedications and public improvements required herein with this annexation are rationally related and reasonably proportionate to the projected impact of the development of the Property as set forth in this Agreement.
14. Original Instruments. Prior to the first reading of the annexation ordinance, the Applicant shall provide an original of this Agreement signed by the Applicant, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the Applicant. The Applicant agrees that it will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.
15. No Encumbrances. The Applicant agrees that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, the Applicant shall neither convey ownership nor further encumber the Applicant's Property without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, Applicant agrees not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction.
16. Breach of Agreement. In the event the Applicant breaches or fails to perform any required action or fails to pay any fee specified under this Agreement or under any document that may also be required to be executed pursuant to this Agreement, the Applicant acknowledges that the City may take all reasonable actions to cure the breach, including but not limited to the filing of an action for specific performance of the obligations herein described. In the event the Applicant fails to pay any monies due under this Agreement or under any document that may also be required to be executed pursuant to this Agreement or fails to perform any affirmative obligation hereunder or under any document that may also be required to be executed pursuant to this Agreement, the Applicant agrees that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C. 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or may perform the obligation on behalf of the Applicant and collect its costs in the manner herein provided. The Applicant agrees to waive any rights he may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing collection of this specific debt, or acknowledges that the adoption of the annexation ordinance is such enabling ordinance.

17. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed into the City.
18. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's heirs, successors, and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.
19. Right to Withdraw. An Applicant retains the right to withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicant's right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that an Applicant withdraws from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding such Applicant. The City agrees, within 30 days of a request by an Applicant after a withdrawal, to return all previously submitted stormwater/flood management PIF and easement and/or rights of way dedication documents which the Applicant submitted pursuant to this Agreement to the Applicant.
20. Flood Control Easement Conditions. The Applicant acknowledges that no accessory structures currently exist within the Flood Control Easement Area. The Applicant shall not construct any new buildings within the Flood Control Easement Area.
21. Cash-in-lieu of Providing Permanently Affordable Housing. The Parties agree that while at the time of annexation a duplex exists on the Property, for purposes of determining permanently affordable housing requirements under this Paragraph 21, such duplex shall be considered the equivalent of one habitable dwelling unit on the Property. Demolition of the existing duplex on the Property and construction of one habitable dwelling unit to replace the duplex, shall not trigger any requirements under Chapter 9-13, "Inclusionary Housing," B.R.C. 1981. For each dwelling unit that is constructed on the Property in addition to the one dwelling unit acknowledged to be existent on the Property for purposes of this Paragraph 21 (hereafter referred to as "Additional Dwelling Unit") and that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981, the Applicant shall pay twice the applicable cash-in-lieu amount as required per each market unit in that chapter to the City. This amount is payable prior to issuance of a building permit for each Additional Dwelling Unit that is not deed-restricted as a permanently affordable residence consistent with the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981.
22. Rental Property Requirements. Any Property that is used as rental property at the time of annexation shall be brought into compliance with Chapter 10-3, "Rental Licenses," B.R.C. 1981, within 90 days of the effective date of the annexation ordinance.

EXECUTED on the day and year first above written.

APPLICANT:

By: _____
Stephen D. Tebo

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day
of _____, 2014, by Stephen D. Tebo.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

CITY OF BOULDER:

By: _____
City Manager

ATTEST:

City Clerk

Approved As To Form:

City Attorney's Office

Date: _____

EXHIBITS

- A: Legal Description
- B: Form of Flood Control Easement with Map attached

EXHIBIT A TO ANNEXATION AGREEMENT (Page 1 of 1)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO
SHEET 1 OF 1

(PROVIDED BY DEED RECORDED AT RECEPTION NO. 2846717)

PARCEL I:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 00°5'30" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2662.72 FEET; THENCE NORTH 89°46'36" EAST, 587.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°46'36" EAST, 75 FEET; THENCE NORTH 00°01'17" EAST, 30 FEET; THENCE NORTH 89°46'36" EAST, 382.84 FEET; THENCE NORTH 00°02'23" WEST, 286.65 FEET; THENCE SOUTH 89°50'00" WEST, 457.53 FEET; THENCE SOUTH 00°01'17" WEST, 317.10 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 140 FEET AND THE EASTERLY 140 FEET THEREOF, COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL II:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 00°05'30" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2662.72 FEET TO THE CENTER OF SAID SECTION 18; THENCE NORTH 89°46'36" EAST, 662.87 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE NORTH 00°01'17" EAST, 30.00 FEET; THENCE NORTH 89°46'36" EAST, 65.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED RECORDED ON FILM 1138, RECEPTION NO. 417645, THE POINT OF BEGINNING.

THENCE NORTH 89°46'36" EAST, 177.84 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°02'23" EAST, 30.00 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE SOUTH 89°46'36" WEST, 177.87 FEET; THENCE NORTH 00°01'17" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL III

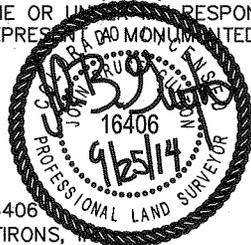
(PROVIDED BY DEED RECORDED AT RECEPTION NO. 1000239)

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE N00°05'30" E, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 18, A DISTANCE OF 2662.72 FEET TO THE CENTER OF SAID SECTION 18; THENCE N89°46'36" E, 587.87 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN A DEED RECORDED ON FILM 849, RECEPTION NUMBER 098850; THENCE N89°46'36" E 75.00 FEET TO THE POINT OF BEGINNING:

THENCE N00°01'17" E, 30.00 FEET; THENCE N89°46'36" E 65.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE S00°01'17" W, 30.00 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 18; THENCE S89°46'36" W 65.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1950 SQUARE FEET, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION, BEING MADE A PART THEREOF, WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT AN UNLIMITED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS,

FSI JOB NO. 14-64,291

JOB NUMBER: 14-64,291
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 25, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

BY:EPRESCOTT FILE:64291-ANNEX.DWG DATE:9/25/2014 9:49 AM

EXHIBIT B TO ANNEXATION AGREEMENT (Page 1 of 3)

For Administrative Purposes Only
Property Address: 2140 Tamarack
Grantor: Stephen D. Tebo
Grantee: City of Boulder, Colorado
Case#: LUR2014-00070

GRANT OF FLOOD CONTROL EASEMENT

STEPHEN D. TEBO ("Grantor"), whose address is 2140-2150 Tamarack Avenue, Boulder, CO 80304, for \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the CITY OF BOULDER, a Colorado home rule city (the "City"), whose address is 1777 Broadway, Boulder, Colorado 80302, a flood control easement for the purpose of drainage conveyance and control of flood waters and installation and maintenance of improvements necessary to ensure conveyance as determined by the Grantee, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the following real property, situated in Boulder County, Colorado, to-wit:

See Exhibit A attached

Grantor, for him and for his heirs, successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement by him or his heirs, successors, agents, lessees or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

Grantor warrants his ability to grant and convey this easement.

The terms of this easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, his heirs, agents, lessees and assigns, and all other successors to him in interest and shall continue as a servitude running in perpetuity with the property described above.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this ___ day of _____, 2014.

GRANTOR:

By: _____
Stephen D. Tebo

[NOTARY BLOCK FOLLOWS]

EXHIBIT B TO ANNEXATION AGREEMENT (Page 2 of 3)

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____,
2014, by Stephen D. Tebo.

Witness my hand and official seal.
My commission expires: _____

Notary Public

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 1 of 3)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

EASEMENT NO. 1

AN EASEMENT OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 1000239, DATED AUGUST 29, 1989, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 1000239 AND THE SOUTHERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 2846717, DATED APRIL 3, 2001, TO BEAR SOUTH 89°46'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 1000239;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 1000239, NORTH 00°01'17" EAST, A DISTANCE OF 7.07 FEET TO A POINT 60 FEET NORTHEASTERLY OF THE CENTERLINE OF FOURMILE CANYON CREEK;

THENCE DEPARTING SAID WESTERLY LINE AND 60 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID CENTERLINE THE FOLLOWING TWO (2) COURSES:

SOUTH 70°59'06" EAST, A DISTANCE OF 9.74 FEET;

THENCE SOUTH 60°41'23" EAST, A DISTANCE OF 7.83 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 1000239;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°46'36" WEST, A DISTANCE OF 16.04 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 63 SQ. FT., MORE OR LESS.

JOB NUMBER: 14-64,291(A)
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 25, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



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www.FlatironsInc.com

BY:EPRESCOTT FILE:64291-DESC.DWG DATE:9/25/2014 9:18 AM

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 2 of 3)

LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO
SHEET 2 OF 3

EASEMENT NO. 2

AN EASEMENT OVER AND ACROSS A PORTION OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 1000239, DATED AUGUST 29, 1989, AND A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 2846717, DATED APRIL 3, 2001, LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 1000239 AND THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2846717, TO BEAR SOUTH 89°46'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 1000239;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AT RECEPTION NO. 1000239, NORTH 89°46'36" EAST, A DISTANCE OF 52.84 FEET TO A POINT 60.00 FEET NORTHERLY OF THE CENTERLINE OF FOURMILE CANYON CREEK AND THE POINT OF BEGINNING;

THENCE 60 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE, THE FOLLOWING THREE (3) COURSES:

NORTH 76°40'13" EAST, A DISTANCE OF 58.95 FEET;

THENCE SOUTH 87°35'56" EAST, A DISTANCE OF 46.35 FEET;

THENCE SOUTH 60°14'38" EAST, A DISTANCE OF 22.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2846717;

THENCE ALONG SAID SOUTHERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 1000239, SOUTH 89°46'36" WEST, A DISTANCE OF 123.21 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINING 1,063 SQ. FT. OR 0.02 ACRES MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406 FSI JOB NO. 14-64,291(A)
CHAIRMAN/CEO, FLATIRONS,

JOB NUMBER: 14-64,291(A)
DRAWN BY: E. PRESCOTT
DATE: SEPTEMBER 25, 2014

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Flatirons, Inc.
Surveying, Engineering & Geomatics

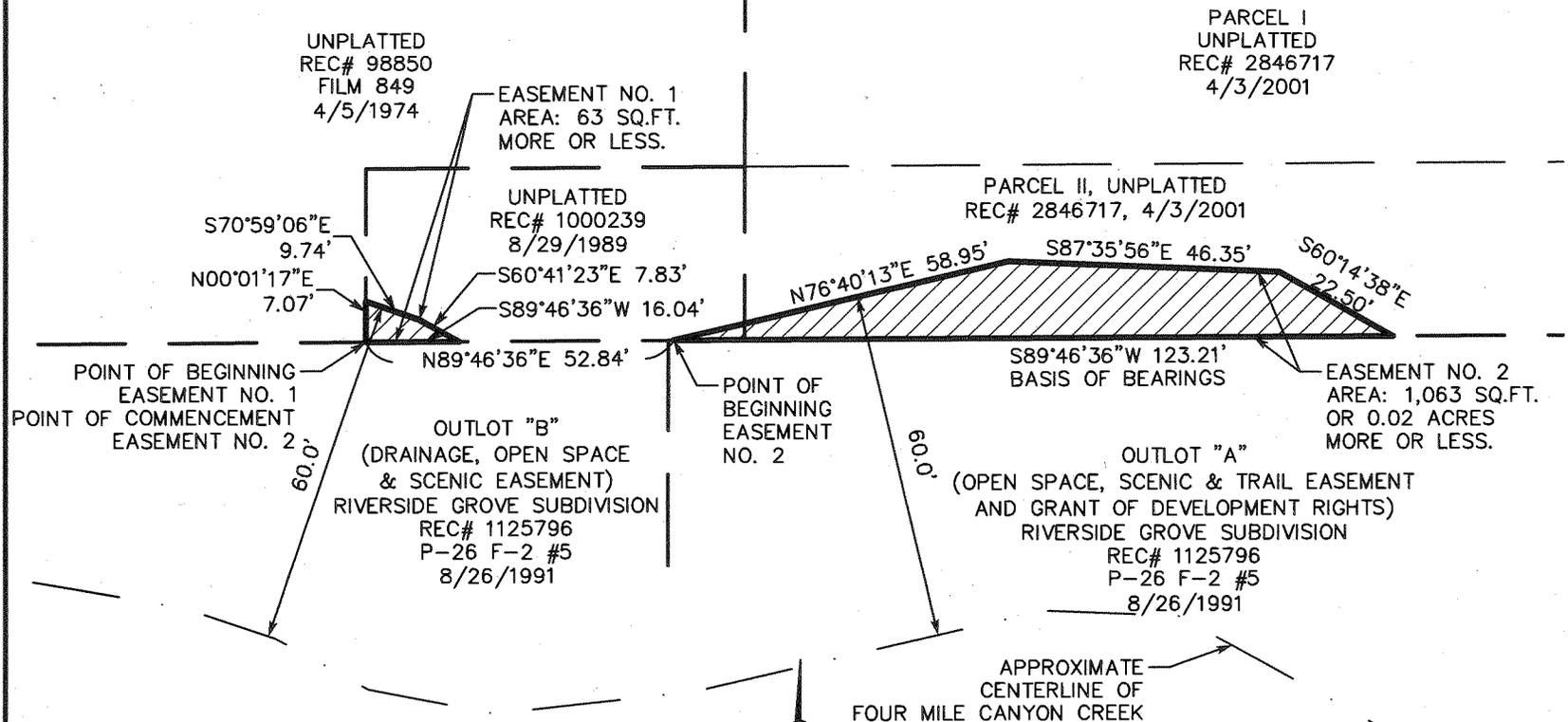


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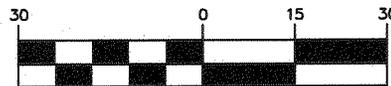
BY:EPRESCOTT FILE:64291-DESC.DWG DATE:9/25/2014 9:32 AM

EXHIBIT A TO FLOOD CONTROL EASEMENT (Page 3 of 3)
LOCATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3



GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

JOB NUMBER: 14-64,291(A)
 DRAWN BY: E. PRESCOTT
 DATE: SEPTEMBER 25, 2014

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

APPROXIMATE CENTERLINE OF FOUR MILE CANYON CREEK



Flatirons, Inc.

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**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: November 18, 2014

AGENDA TITLE: Consideration of a motion to accept the October 14, 2014 Joint Planning Board/ City Council Study Session Summary on Planning Issues and the Boulder Valley Comprehensive Plan

PRESENTERS

Jane S. Brautigam, City Manager
David Driskell, Executive Director of Community Planning and Sustainability
Susan Richstone, Deputy Director of Community Planning and Sustainability
Lesli Ellis, Comprehensive Planning Division Manager

EXECUTIVE SUMMARY

This agenda item provides a summary of the October 14, 2014 Joint Planning Board/ City Council Study Session on Planning Issues and the Boulder Valley Comprehensive Plan ([Attachment A](#)).

The purpose of the study session was for Planning Board and City Council to discuss and provide feedback on the following:

- 1.Planning Board input on priority issues of concern from September 16 City Council discussion and motion on planning issues
- 2.Priorities/ focus for the 2015 work plan and community engagement
- 3.Update on the Boulder Valley Comprehensive Plan Assessment and feedback on the desired approach to the 2015 Major Update

At the study session, a few council members requested updated information on Residential Growth Management allocations and exemptions. An update to the chart provided on Sept. 16 with this information is included as [Attachment B](#).

STAFF RECOMMENDATION

Suggested Motion Language:

Staff recommends Council consideration of this summary and action in the form of the following motion:

Motion to accept the October 14, 2014 Joint Planning Board/ City Council Study Session Summary on Planning Issues and the Boulder Valley Comprehensive Plan

NEXT STEPS

1. Planning issues:

- 2015 work plan options to address priority areas of concern in addition to other planning and policy initiatives already underway will be presented to council in advance of the council retreat.
- Staff will move forward to implement a broader community engagement strategy for the Comprehensive Housing Strategy.
- On December 9, Victor Dover will facilitate a council discussion on design outcomes, to be followed by recommendations on potential changes to the city's processes and codes, as part of the Design Excellence Initiative.

2. Boulder Valley Comprehensive Plan:

- Staff and consultants will attend a joint meeting of the County Planning Commission and Board of Commissioners on Nov. 3, 2014.
- The consultants will prepare a report and assessment later in November.
- Council and Planning Board will have further opportunity to guide the scope of work tentatively in December and subsequently at the council retreat in January.

October 14, 2014 Study Session Summary on Planning Issues and the Boulder Valley Comprehensive Plan

PRESENT

City Council: Mayor Matt Appelbaum, Mayor Pro Tem George Karakehian, Council Members Macon Cowles, Suzanne Jones, Lisa Morzel, Tim Plass, Andrew Shoemaker, Sam Weaver, and Mary Young.

Planning Board: Chair Aaron Brockett, Vice Chair Bryan Bowen, Planning Board Members John Gerstle, Crystal Gray, Leonard May, Liz Payton, John Putnam

Staff members: City Manager Jane S. Brautigam, Executive Director of Community Planning and Sustainability David Driskell, Deputy Director of Community Planning and Sustainability Susan Richstone, Comprehensive Planning Manager Lesli Ellis

Consultants: Ben Herman, FAICP, Clarion Associates; David Godschalk, FAICP, University of North Carolina, Professor Emeritus

PLANNING ISSUES

Overview of the Presentation

Mayor **Matt Appelbaum** asked each council and board member to introduce themselves. He reminded everyone that the purpose of the meeting was to identify priorities and not to come up with solutions.

City Manager **Jane Brautigam** indicated that there are two main items on the agenda. City Council put a large number of items on the table at its September 16 meeting, and tonight it is important to prioritize the most important things to accomplish in the next year. Boulder Junction is an example of the hard work that goes into large projects in terms of time and resources. So much work has gone into it, and although not everyone agrees with the design of some of the buildings, it is important to acknowledge what has been accomplished: 71 permanently affordable units, the only underground RTD transit facility outside of downtown Denver, the multi-way boulevard and new bike connections, market rate housing affordable to middle income households, preservation of the historic depot, and creation of a new public plaza. It is rare to get all of you in the room together and staff is looking forward to hearing your discussion.

Executive Director of Community Planning **David Driskell** discussed how planning is vision driven, values based, and informed by data. It is an iterative process, with monitoring and feedback loops, that involves developing strategies to achieve the vision, and implementation tools to put the vision and strategies into action. Much of council's discussion on Sept. 16 focused on implementation. He provided an overview of the "ladder of participation" for citizen engagement, going from informing and consultation to engagement and dialogue, where community members are not just sharing their views, but listening to each other and co-developing responses to community issues. As you go higher up the ladder, the time and resources required increase. Mr. Driskell walked through a wallgraphic illustrating the major projects already on the city's work program,

including Civic Area Implementation, Design Excellence, Envision East Arapahoe, UniHill Moratorium, Comprehensive Housing Strategy, Boulder Valley Comprehensive Plan Update, Climate Commitment and numerous code changes. These projects impact multiple departments; many result in suggested code changes with different parts of the community impacted; and all entail community outreach as well as the involvement of various boards. Nearly every code change is a significant work effort, and we will be looking at strategies to approach code changes in a more holistic way. We are rethinking the engagement strategy for the Comprehensive Housing Strategy. Staff heard concerns about the desire to ensure a participatory and inclusive process, and we are developing a more robust engagement process. Staff is looking at an inclusive community launch event (potentially in November, but may more realistically be January). There will be online and community based activities as well as working groups, and perhaps an ignite type event in 2015. We are looking at how we can group some of these projects together and make them more accessible to the community, and build a stronger platform for community engagement and information sharing. Tonight we'd like to hear what the highest priorities are for the coming year.

Aaron Brockett, Planning Board Chair, provided an overview of the board's comments and priorities. Planning Board discussed this, responding to council's September 16th motion. The board came up with a few focus areas as the top priorities:

- Importance of robust community engagement process and ensuring we get to people who don't usually get involved.
- Developing more effective strategies for creating affordable housing, in particular for middle income residents, including tools to require on-site affordable housing as well as different housing types and price;
- Changes to the site review criteria – while there were different ideas as to specific ideas among board members, all agree we'd like to see better outcomes.
- Community benefit – projects requesting modifications to setbacks, height, etc. do not currently require community benefit. Four board members believe there should be a requirement for community benefit. All board members agreed the topic of community benefit is an important discussion that needs to happen.
- Boulder Valley Comprehensive Plan – we'll talk about in next part of the meeting.

David Driskell provided an overview of the materials in the packet, explaining the color coding of potential work plan items, and asked that the discussion focus on identifying the highest impact items for us to work on.

Discussion Summary:

M. Applebaum requested that council and board members identify their top priorities.

L. Morzel was interested in looking at the residential growth management exemptions.

M. Young: Metrics; adequate public facilities or other mechanism to address externalities such as community benefit requirements and mitigation of energy impacts; area plans and neighborhood plans (concerned in particular about 28th and 30th Streets, and area around hospital on Broadway).

L. May: Metrics; 3D visioning showing what current zoning would result in over time; area plans; adequate public facilities.

T. Plass: Site review criteria: the big projects have drawn community concern, community benefit and how those relate to modifications such as height modifications; 3D model of current zoning at buildout.

S. Weaver: Visioning is a good tool for a community discussion and to help set goals, then we need metrics to track progress on goals; it would be phenomenal to have metrics to look at how each project relates to progress towards goals; adequate public facilities

A. Brockett: Visualization - not a model of buildout but rather for a section of town; site review criteria; design quality.

M. Applebaum: 3D visuals – it should not be of buildout but rather limited visuals in key locations; bundle of issues relating to site review criteria, design guidelines, and community benefit; adequate public facilities – should not be on individual projects but rather analyzed on an areawide basis; residential growth management exemptions – time to review.

M. Cowles: Quality of design; site review criteria and the role of community benefit; doesn't agree with looking at an adequate public facilities ordinance, unless specific metrics that would get us better neighborhoods, better streets, better public realm, not interested.

J. Gerstle: Metrics are useful for determining if you are moving in the right direction; area planning – agrees it's the right place to look at needed infrastructure and services, and then ensure individual projects are designed accordingly and pay fair share of providing public services; role of community benefit needs to be considered more explicitly.

A. Shoemaker: Visioning as formulated by Matt and Aaron; Transit Village - if you thought of as a subway stop then you would want exactly what is happening; better design – not just site review but also by-right; affordable housing

B. Bowen: Comprehensive Housing Strategy – need to address middle class; area plans – provides predictability; visualization – neighborhoods want to know what to expect in the future; public realm; character of area, not overall buildout; at detailed site review level it's hard to craft conditions that get a good building – need earlier process – concept plans are getting better.

C. Gray: Community engagement – need to make sure we don't get out of step with community, affordable housing – find out what makes housing affordable in different neighborhoods, supportive of comments on site review and use tables.

S. Jones: Need to agree on what we want, what we want to incentivize, and then make sure that is what we get; define community benefits, increase basic requirements for by-right development; ensure we get what was approved; protect first floor in key areas; visioning to look at buildout and at design and what street feels like, Comp Plan – look at bigger issues of what it all adds up to, housing, more inclusive process.

G. Karekehian: Predictability is extremely important, visioning – Downtown Alliance was great and everyone was involved, metrics as a tool – but not to halt growth, adequate public facilities needs to be looked at citywide not project by project, agrees with council involvement early on with concept plans.

L. Payton: Applicant wants a modification when they come for site review – need well defined community benefits; metrics – projects have been oriented to specific housing types and demographics, and would be helpful to have metrics on desired housing types we need; measures to improve design quality through site review criteria or design guidelines

J. Putnam: Site review criteria - mismatch with community desires, area plans, comp plans, resilience – feedback loop; metrics – look at how to use effectively.

M. Young: Would like Planning Board to get more involved in coming up with specific recommendations; thinking about how booked staff is: perhaps through committees.

L. Morzel: Need predictability and with metrics to be able to anticipate where we want to go in the community. Some projects in recent years have not necessarily been what I think are our needs. Need real inclusive engagement strategy.

S. Weaver: Adequate public facilities – would like us to think creatively. If you know what is going to be built, as projects come in, you can assess adequate public facilities. Metrics – perhaps we can creatively think about a ratio between residential and business and rates, not a hard cap.

L. May: Can look at metrics the way you look at retirement and rebalancing your portfolio. Visioning – you have to use what's on the books.

M. Appelbaum: Need to deal with by-right and limit perhaps only to relatively small projects. . . Development impact fees – need to look at this. Look at linkage of housing and jobs. We know a lot more now. Don't presuppose solutions like oaus/adus; need to get best bang for buck but don't go in with solutions. Happy to have Planning Board do the heavy lifting, but council needs to figure out priorities and policy calls, and that's what we need to do next. Council needs to determine priorities and Planning Board needs to make recommendations on the details.

A. Brockett: There has been some talk on Planning Board of sending list of priorities to council. Instead perhaps council can send to the board items council would like the board to work on. I feel like it's not the function of Planning Board to come up with the ideas.

L. Morzel: Would like to know when Planning Board feels your hands are tied.

A. Shoemaker: Don't presuppose solutions, for example requiring on-site affordable housing.

M. Cowles: Summary table from Sept. 16 – agrees ongoing projects can have design-related items folded in. Linkage and development fees: important and on 2015 work plan, and rubs up against adequate public facilities. Agrees by-right needs to be looked at. Projects need to work for developer, occupants and stand up to community. We need to improve quality of buildings but requiring community benefit, just having items to check off, isn't necessarily the answer. We need to be concerned about public realm, materials, etc. in every building.

S. Weaver: Annual letter is only way Planning Board communicates to council. Wants board to have latitude mid-year to refer items to council. If there are things that are not working, should be

an opportunity to refer up to council. Right now, we are looking at everything, but perhaps in a year or two.

L. May: We owe it to council to provide our thoughts. In terms of buildings, you can write all of the guidelines you want, fundamental issue is whether Planning Board is willing to say no to a bad project.

C. Gray – If you get underlying zoning right, then the by-right projects will be what you want in that area.

M. Appelbaum wrapped up the discussion. He observed that there was agreement on a large majority of items and disagreement on a number of items as to whether to pursue and the definition as to what they might look like. He requested that **D. Driskell** summarize.

David Driskell summarized the discussion:

- Strong consensus about items in main motion.
- Differing perspectives on things on the longer list that were not in green.
- A lot of interest in area plans, which are significant work efforts.
- We are slated to look at development impact fees, which intersects with some of concerns about adequate public facilities. There were many perspectives on this.
- Visioning and 3D modeling is in main motion. Early work on comp plan update can look at objectives and what exactly this might be.
- Strong consensus about site review criteria, by-right development, getting better development, community benefit and modeling, which are components of the main motion.
- Set to make progress on areas of most agreement.

BOULDER VALLEY COMPREHENSIVE PLAN

Staff Presentation:

L. Ellis introduced the project and consultants with PowerPoint slides

Planning Board Overview:

A. Brockett provided an overview of Planning Board discussion on BVCP from previous board meeting discussions.

Consultant Presentation:

B. Herman and D. Godschalk provided consultant observations and the Range of Approaches, as follows:

- Retain Current Plan/Focus on Implementation Tools
- Minor Plan Update with focus on Vision and Policy Refinement
- Plan Repackaging/Sustainability Integration and Outcomes
- Major Update with Community/Partnership Process

Discussion Topics:

The following questions guided the council discussion:

1. New Topics and Issues: What new issues and opportunities should the 2015 plan update address?
2. Update Approach: What is the appropriate level of effort and community engagement for the plan update?
3. Resilience Strategy: Should the resilience strategy process and/or outcomes be bundled with the BVCP update?

City Council and Planning Board provided the following comments and questions:

M. Cowles: Like upper end of range of approaches for the comp plan update, because the community has had floods, fires, and seen increased focus on climate change. The plan should address areas of the city less resilient with more vulnerable people. We should do the plan in line with the resilience strategy. It is surprising that the plan is not expressing the vision. It is expressed with heavy text, and many desires without priorities. It may be time for analysis related to outcomes.

J. Gerstle: We have been well served by the plan's vision and goals of existing plans, and it is not obvious that the vision needs attention. It makes sense to incorporate resilience, but it is not clear we need to redefine vision. It is appropriate to talk about it and ensure agreement. Focus on implementation is absolutely appropriate and most useful to issues raised by Planning Board.

M. Young: Seems the plan does not have a correlating Master Plan to the built environment. The text is good, but it needs visualization of the definitions. Make it clear to the whole community what is appropriate. Do a minor update and focus on the implementation of the built environment section and then do code changes. Weave in resilience.

Consultant response: The plan could include a more defined version of urban form definition (e.g. San Francisco or other examples). It could be part of the plan or a separate element.

L. May: The value statements are clear if you use it a lot. I would not call for a minor update, but we need to an update with focus on vision and policy requirements. Roll in resilience. As part of that, a significant community partnership process needs to be incorporated. Do a modest update and incorporate topics that have not previously been in there, and flesh out the built environment topic.

S. Weaver: Take a holistic look. The values are there. The vision is there but is not clear to all. The update should be somewhere between minor and major. It needs an urban form component that gives more guidance – for both by-right and site review projects. Climate goal that was adopted needs to be included and flow down to implementation. If not we will miss goals. The BVCP is the place to include big aspirational goals. Add resilience and net energy goals. Key is to show what goals look like to the community.

A. Brockett: Focus on implementation tools. Add prioritization particularly in built environment and outcomes. A separate built environment plan is intriguing, if it guides the shape of development, areas of city, different streetscapes. Maybe not in this plan if it is to be done. Achievability of completing the built environment plan is a concern.

J. Putnam: With plan repackaging, be careful not to lose what is in the comp plan. Policies are there, but there are holes in translation. The plan needs a good definition of compact urban form. We have good understanding and policies to prevent sprawl. With visual and graphic tools we can address urban form. Take a hard look at urban form goals with the public, as people may not agree with text. Then, look at implementation tools and outcomes. Agree that resilience needs to be integrated with the plan to take it seriously. This may mean that we have something rougher and less perfect that can be refined later, rather than wait. Get to implementation.

S. Jones: Agree that the plan has served Boulder well. The values are solid – don't rehash them. But, repackage to tell the story better. Resilience is important. Rough out the visualization piece where details will happen with other processes. Other issues have been ripening in the community, such as arts. The plan doesn't really address, but people seem ready to embrace it more holistically.

L. Morzel: Agree with plan repackaging, sustainability, and outcomes. The comp plan is great. When I was a neighborhood advocate, it got me into planning and action. It will be important to integrate sustainability and resilience – they have to be done in parallel. Don't do much visioning. Sharpening and refining policies could help. It will be critically important to add implementation tools. There is too much wiggle room from Planning Board approval through site review, and we need more certainty. Address the map changes. Want to look at Area III – Planning Reserve and where we are going with that. The last thing we want to do is to loosen our belt and go sprawling into Area III. We should not consider developing into Area III. Not something city should go talk to county about. Discuss area II as well. Want to have time to discuss map.

A. Shoemaker: Ditto to what Aaron said, including built environment. Allow the update to evolve culturally and reflect demographics. There is a lot of change in the city – implementation tools are critical. If we do not have those tools, we lose opportunity to shape things as they are happening. Perhaps need more clarity in vision statement. Improve the graphics of what is a wonky document.

B. Bowen: Agree with what others said. Address plan update at appropriate level of light touch. Address urban form more deeply and sustainability and resilience. We have won past battles. Need to be doing a deep enough revision to address current issues and get ahead of them.

C. Gray: The report was interesting and appreciate consultant observations. A process with resilience integrated into comp plan update makes sense. Use new neighborhood liaison to have real involved process in the community. Community partnerships are important in Boulder (e.g., with major employers, university, labs, art and culture). Not so much about growing the community but understanding the needs of those partners.

T. Plass: The bones of the plan are strong. We may be too close to see that the vision is not clear. It's worth looking at how to make it clearer. Tie in resilience – it's the next really important thing. Would like to also see local food as part of implementation, as it is currently aspirational, but we need to get more specific. Another more detailed topic is to incorporate better cellular coverage in our community, as it is a safety issue and desired by the community.

M. Appelbaum: Agrees with Tim and John, and would like to address built environment, possibly as a master plan or separate element. Concerned we might focus on built form too much, and it will slow down the process. The comp plan is not just a land use plan – that is what people see, but it is much more than that, and we should remind people it is more. Other sections probably need some revision and updating to get them more in sync with other plans. Sometimes, the land use drives other things and sometimes it's the other way around. Resilience is like that as well. Map is a working component but not the only thing. Not sure about prioritizing goals. Despite the ability to use policies to justify anything, that may not be a bad thing, as we can't always have it all. Projects (on project-by-project basis) cannot be expected to solve all the problems. A giant battle about ranking the goals will not get us far. Sort out the detailed needs in area plans. Regional is important, but not just for partnerships. Boulder is part of a bigger metro area. The way we look at implications and the way we measure things is important. We cannot just look at how things affect Boulder. Regional impacts need to be considered, in how we measure (e.g., housing). We need to consider "if it weren't here what would that mean?" We need a full and accurate picture of not just Boulder's sustainability but the sustainability of the region.

G. Karakehian: Minor update rather than major. Agree with other comments. Update and modernize, but not interested in seeking a major work effort. The plan works and needs fine tuning.

L. Payton: Part of the reason we have so little community engagement is because we average across the community. We should have a section on neighborhoods (e.g., a couple of pages per neighborhood). Get people involved to describe and set vision for the future, identify ways they are vulnerable, resilient, sustainable, or could be more sustainable. It would get people involved and thinking about it. Policies are too generic and that creates distance between people and the plan.

M. Young: Would like to reiterate support for the arts. Resilience it has the potential to weave into other areas also. Also, like Liz's idea of defining neighborhoods and having them define themselves.

S. Jones: Agree with Tim on local food; it fits with resilience.

G. Karakehian: Agree with review of maps – confirm they still reflect what we want them to. Value of neighborhood planning in general should be stressed – neighborhood plans indicate what may be expected of individual developments.

S. Weaver: Like idea of a very light touch of neighborhood plans – preparation for that could be useful. Not going to get so many area plans in the next five years.

L. May: Reinforce maps and neighborhoods. As we look at developing neighborhood plans, we need to look at growth and development pressures and the question of growth paying its own way.

M. Appelbaum: Neighborhood plans are not where the action is. They have almost no changes unless we started some real rezoning or increase in density. Not saying I am in agreement with no changes, but we need to focus on where change is happening and where it is likely to change. For most neighborhoods, very little is happening. For areas where things are changing, that might be helpful, but that is different than the conversation we're having. Neighborhood planning could spread us too thin.

T. Plass: Agrees that the neighborhood planning idea by Liz has merit. It gives the residents more buy-in, engagement. There is value to calling out neighborhood and having pride in where they live.

M. Appelbaum: Need to address scope of what is possible.

L. Morzel: Agrees with Tim that neighborhoods could help create better social fabric (e.g., flood resulted in people getting to know each other). Buy-in to the comp plan is important. It isn't just land use.

Consultant summary: Common themes tonight are middle range of level of effort; integrate sustainability and resilience; not a redefining of vision, but clarify policies in some cases and make the plan more graphic. Explore integrating metrics and outcomes, and add new or emerging topics, such as built environment clarification.

NEXT STEPS

David Driskell closed the meeting by highlighting the following next steps:

- Consultant will provide recommendations related to Boulder Valley Comprehensive Plan Assessment and thoughts on process and scope.
- Our goal is to get suggestions to you on work plan prioritization and options in advance of your January retreat.
- Didn't hear concerns around new thinking about engagement strategy for Comprehensive Housing Strategy. We will move to implement.
- Victor Dover is now planned for Dec. 9 with City Council as part of Design Excellence Initiative.



City of Boulder

2003-2014 Housing, Population, Residential Growth Management Allocations (RGMS), and Employment Data

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014 [3]
Housing Units [2]												
Total Housing Units	41,031	41,175	41,482	41,812	42,120	42,260	42,574	43,037	43,178	43,617	43,791	44,028
New Housing Units Completed	189	335	376	363	204	372	489	160	449	213	247	227
Housing Units Growth Rate	0.5%	0.8%	0.9%	0.9%	0.5%	0.9%	1.2%	0.4%	1.0%	0.5%	0.6%	--
Building Permits Issued for New Housing Units	284	540	217	300	583	401	141	453	106	415	878	607
RGMS Allocations [4]												
Excess	--	--	--	--	--	--	--	--	36	192	571	--
Exempt	--	--	--	--	--	--	--	--	491	80	933	--
Demolition [5]	39	20	44	68	62	42	23	15	10	21	25	--
Population												
Area I (City Limits) Population	97,562	97,870	98,526	99,232	99,891	100,190	100,792	97,706	98,986	101,169	101,824	102,420
Population Growth Rate	1.0%	0.3%	0.7%	0.7%	0.7%	0.3%	0.6%	-3.2%	1.3%	2.2%	0.6%	0.6%
Employment [6]												
Area I (City Limits) Employment	98,164	98,394	98,400	98,400	100,100	97,753	97,500	96,800	97,500	99,400	102,500	--
Employment Growth Rate	1.3%	0.2%	0.0%	0.0%	1.7%	-2.3%	-0.3%	-0.7%	0.7%	1.9%	3.1%	--
Commuting Patterns [7]												
Work in Boulder, Commute from Outside Boulder	--	--	--	51,556	--	52,852	--	52,907	--	59,000	--	--
% Work in Boulder, Commute from Outside City of Boulder				52%		54%		55%		59%		
Work and Live in Boulder	--	--	--	46,844	--	44,901	--	43,893	--	40,400	--	--
% Work and Live in City of Boulder				48%		46%		45%		41%		
Live in Boulder, Commute to Outside Boulder	--	--	--	13,992	--	11,733	--	10,296	--	13,500	--	--

[1] All numbers are for Area I (city limits)

[2] Building permit numbers reflect Certificates of Occupancy issued for new residential units and do not account for demolitions and mobile home park unit variations.

[3] 2014 numbers and estimates are as of October 28, 2014.

[4] Number reflects excess, exempt, and demolition RGMS allocations for years data is available. Some allocations may have expired or may not have been used. Note two corrections from the September 16, 2014 City Council memo - 1) the 2011 total RGMS allocations are 537 (not 538) and 2) the 2013 total allocations were 1,020 (not 995) as the previous number excluded demolition allocations. Numbers do not include reserved allocations.

[5] Demolition allocations may be used to replace a demolished unit within three years subject to the provisions of section 9-3-13(e), B.R.C. 1981.

[6] The total employment estimate is developed using US Bureau of Labor Statistics data, reviewed for accuracy at a local level by the University of Colorado LEEDS School of Business – Business Research Division, and a self employment factor (10%) is applied to establish a total jobs estimate.

[7] The City of Boulder commuting estimates are a labor force driven estimate, using a mixture of federal and local data and assumptions. The estimate begins with an estimated number of households (City and State estimate) and develops a resident labor force (the population of workers) using a factor of 1.3 workers per household (State Department of Labor).

2011 – 2013 Exempt RGMS Allocations Summary

2011 Exempt Allocations	
Type	Count
Permanently Affordable	97
<i>Residences at Twenty Ninth Street</i>	34
<i>Hi Mar Development</i>	59
<i>Misc</i>	4
Intergovernmental Agreement	0
Thirty-five Percent Affordable	0
Mixed Use Developments	316
<i>3100 Pearl St</i>	316
Rezoned to Residential	78
<i>910 28th St</i>	19
<i>900 28th St*</i>	59
Total	491

2012 Exempt Allocations	
Type	Count
Permanently Affordable	12
<i>Sanitas Terrace</i>	3
<i>1000 Rosewood</i>	9
Intergovernmental Agreement	9
<i>1000 Rosewood</i>	9
Thirty-five Percent Affordable	0
Mixed Use Developments	0
Rezoned to Residential	59
<i>900 28th St*</i>	59
Total	80

2013 Exempt Allocations	
Type	Count
Permanently Affordable	262
<i>29th Street Apartments</i>	61
<i>28th Street Apartments</i>	69
<i>Depot Square (Transit Village)</i>	71
<i>1175 Lee Hill Transitional Housing</i>	31
<i>Misc</i>	30
Intergovernmental Agreement	0
Thirty-five Percent Affordable	3
Mixed Use Developments	353
<i>Gunbarrel Center</i>	251
<i>Boulder Views (6655 Lookout)</i>	68
<i>1707 Walnut</i>	26
<i>1580 Canyon</i>	8
Rezoned to Residential	315
<i>The Providence (958 28th St)</i>	84
<i>Alexan Flatirons (5460 Spine Road)</i>	231
Total	933

* Note that allocations issued for 900 28th St in 2011 expired and were reissued in 2012.