

CITY OF BOULDER
PLANNING BOARD AGENDA ITEM
MEETING DATE: August 20, 2015

AGENDA TITLE:

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

- a. 1385 Cherryvale Rd. (LUR2015-00061) with an initial zoning classification of Residential-Rural 1**
Applicant/Owner: Mark and Tara Burkley
- b. 1548 Old Tale Rd. (LUR2015-00062) with an initial zoning classification of Residential-Rural 2**
Applicant/Owner: Porsche Elaine Young Revocable Trust
- c. 5955 Baseline Rd. (LUR2015-00067) with an initial zoning classification of Residential-Rural 1**
Applicant/Owner: Patton Lochridge

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

SUMMARY:

The owners of the following properties are requesting Annexation and Initial Zoning consistent with the Boulder Valley Comprehensive Plan (BVCP) and are part of the city and county's flood recovery efforts. The city has annexed 27 properties to date through a special flood recovery annexation package. (See [Attachment A](#) for a vicinity map of the properties):

Location: **1385 Cherryvale Rd. (LUR2015-00061)**
Size of Tract: 46,778 sq. ft. (1.07 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential-Rural 1 (RR-1)
BVCP: Very Low Density Residential/Open Space - Other

Location: **1548 Old Tale Rd. (LUR2015-00062)**
Size of Tract: 30,647 sq. ft. (0.70 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: **5955 Baseline Rd. (LUR2015-00067)**
Size of Tract: 27,994 sq. ft. (1.34 ac)
Zoning: Boulder County Rural Residential and proposed city designation of Residential–Rural 1 (RR-1)
BVCP: Very Low Density Residential

The three properties in this group are impacted by the conveyance or high hazard flood zones and were impacted to varying degrees by the September 2013 floods. The purpose of the annexations is to allow the property owners to connect their homes to city water and/or wastewater services.

The property at 1385 Cherryvale Rd. was able to obtain contiguity to the city limits as a result of the Old Tale Rd annexation. The property at 1548 Old Tale Rd. did not participate in the neighborhood annexation earlier this year, and has now chosen to annex. The property at 5955 Baseline Rd. is annexing due to the extension of utility mains by the city through flood recovery grant funds from the Colorado Department of Health & Environment (CDPHE).

The properties range from approximately 0.7 to 1.34 acres in size and are each developed with a single family detached home. Upon annexation, none of those properties will have the potential to subdivide or add additional units based on the existing Boulder Valley Comprehensive Plan (BVCP) land use designation and proposed zoning designation.

KEY ISSUES:

1. Are the proposed annexations consistent with State of Colorado statutes pertaining to the annexation of a property into the City of Boulder?
2. Are the proposed annexations consistent with the BVCP?

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. As part of the Dec. 3, 2013 City Council briefing on the flood, staff presented options for helping impacted residents by facilitating annexation and connection to city utilities. Council members expressed support for helping flood-impacted landowners by creating incentives for annexation and also indicated that landowners should pay their share of costs. The detailed package of incentives was presented to Council through an information packet in March 2014 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 any applicable 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).

Twenty-seven properties have been annexed under the package offered by the city. Two properties were annexed by emergency ordinance in August 2014 because of the condition of their well and septic systems. Five properties were annexed by City Council on Jan. 20, 2015.

In August 2014, the city received a grant from the Colorado Department of Public Health and Environment (CDPHE) for \$1,000,000 to construct water and sewer infrastructure in one of three neighborhoods (Githens Acres, Old Tale Road or Cherryvale Road) which currently lack complete utility infrastructure. The grant funds were authorized by the state legislature (House Bill 1002) to assist communities in recovering from the September 2013 flood.

Property owners in three neighborhoods (Githens Acres, Old Tale Road, Cherryvale/Baseline) lacking adequate infrastructure were sent letters informing them of the grant award and the potential cost savings for annexation. The letter to homeowners included a survey to determine how many property owners would be interested in annexing if the cost was reduced due to the new grant funding. Based on the survey results, the Old Tale Road neighborhood was selected for the annexation project and 20 out of 28 properties along that road were annexed on April 21, 2015.

When property owners were initially surveyed in 2014, those along Baseline Road also expressed strong interest in annexing and connecting to city services. Consequently, with the remaining grant funds, city staff is planning to complete the construction of water and sewer mains along Baseline Road using the grant funds remaining after the construction of the Old Tale Road water main.

Staff is bringing the three residential properties forward at this time for annexation so that the properties may be connected to city utility services. All of the residential properties were impacted by the September 2013 floods to varying degrees and wish to connect to available city utilities.

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

EXISTING CONTEXT:

1. 1385 Cherryvale Rd.

This 1.07 ac property is located along the east edge of the city adjacent to the Old Tale Road neighborhood (which was annexed in April 2015). The property owner wishes to annex in order to connect to city water and sewer services, which are currently available along this portion of Cherryvale Road.

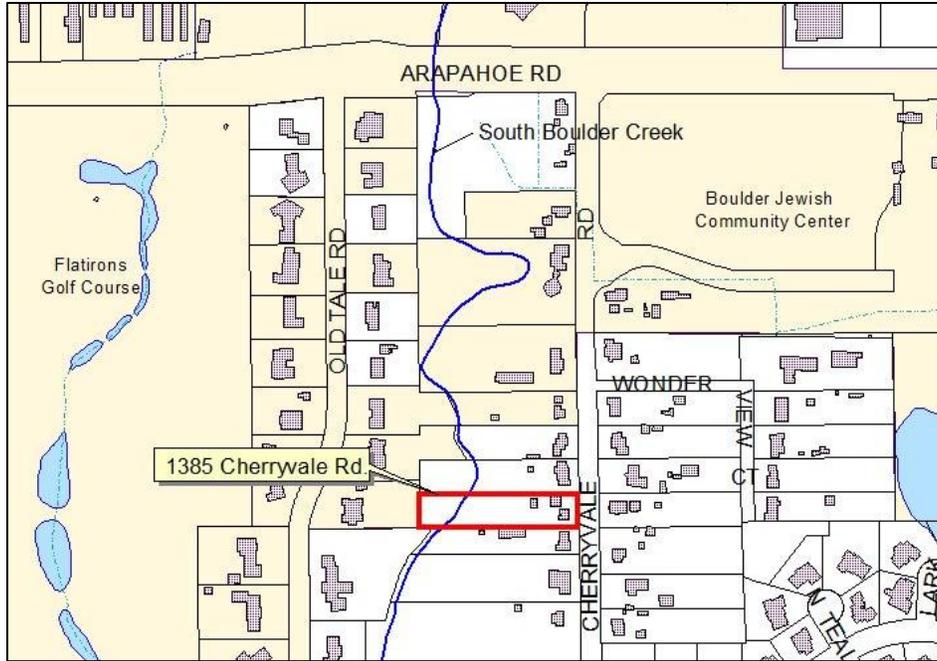


Figure 1: Location of 1385 Cherryvale Rd. (property boundary in red)

The city's flood high hazard and conveyance zones cover nearly 2/3 of the property and limit the buildable area to the eastern portion of the site. The property owner has agreed to dedicate a flood maintenance easement over the conveyance zone.

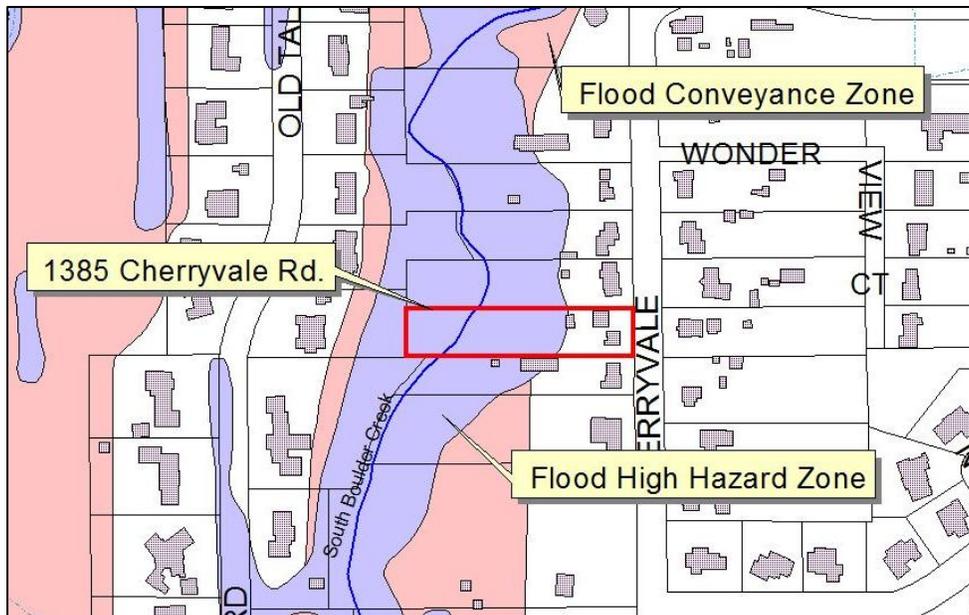


Figure 2: 1385 Cherryvale Rd. – Flood Zone Designations

The proposed zoning for the property is Residential – Rural 1, which is consistent with the BVCP land use designation of Very Low Residential. The zoning and the flood zone designations prevent subdivision of the property, therefore the property has no further development potential.

2. 1548 Old Tale Rd.

This 0.70 ac property is located in the Old Tale Road neighborhood. The property owner declined annexation when the neighborhood was annexed earlier this year but has decided to move forward with annexation at this time in order to connect to city utilities.

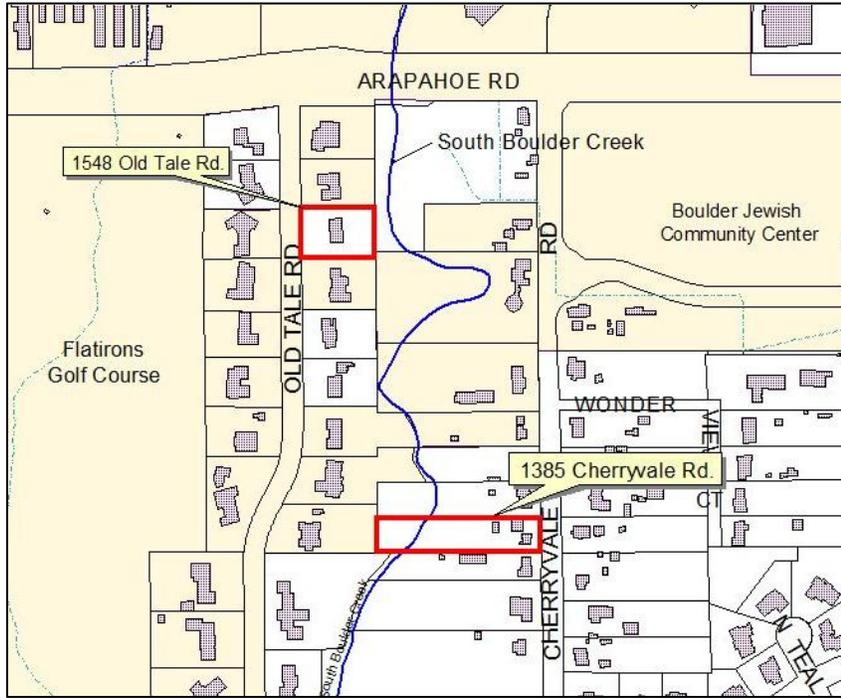


Figure 3: Location of 1548 Old Tale Rd.

The city’s conveyance zone covers approximately 1/3 of the property and limits the buildable area to the western portion of the site. The property owner has agreed to dedicate a flood maintenance easement over the portion of the property that is within 60 ft. of the centerline of South Boulder Creek (consistent with the flood easement dedications on previously annexed Old Tale Road properties). This annexation is consistent with the conditions that the rest of the neighborhood annexed with, except that water and sewer connection costs and plant investment fees will be assessed at the rates at the time of connection, rather than locking into 2014 rates as we did with the rest of the neighborhood which was a one-time offer by the city.

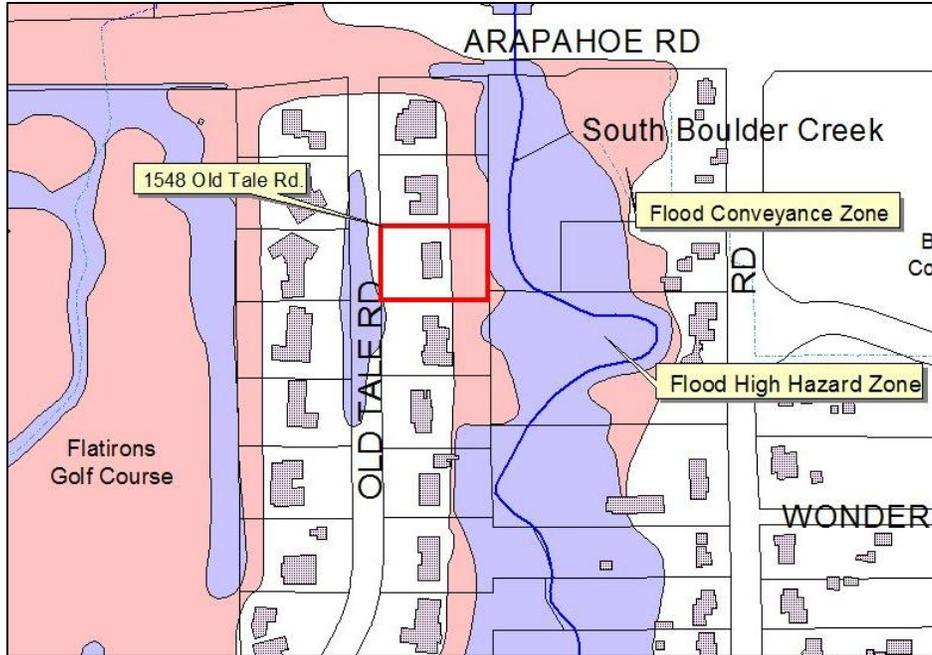


Figure 4: 1548 Old Tale Rd. – Flood Zone Designation

The proposed zoning for the property is Residential – Rural 2, which is consistent with the BVCP land use designation of Very Low Residential and with the adopted zoning for other properties along Old Tale Road. The zoning and the flood zone designations prevent subdivision of the property, therefore the property has no further development potential.

3. 5955 Baseline Rd.

This is a 1.34 ac property located near the corner of Cherryvale and Baseline roads on the eastern edge of the city.

In August 2014, the city received \$1,000,000 in state grant funds for the installation of utility infrastructure in Area II flood-impacted neighborhoods. When surveyed, landowners along Old Tale Road expressed the most interest in annexing, and received the majority of the grant funds for installation of a water line. Properties along Baseline Rd had the second highest level of interest, and based on the construction contract awarded, the remaining grant funds will be used to construct water and sewer mains along Baseline Road to facilitate utility access to this property.

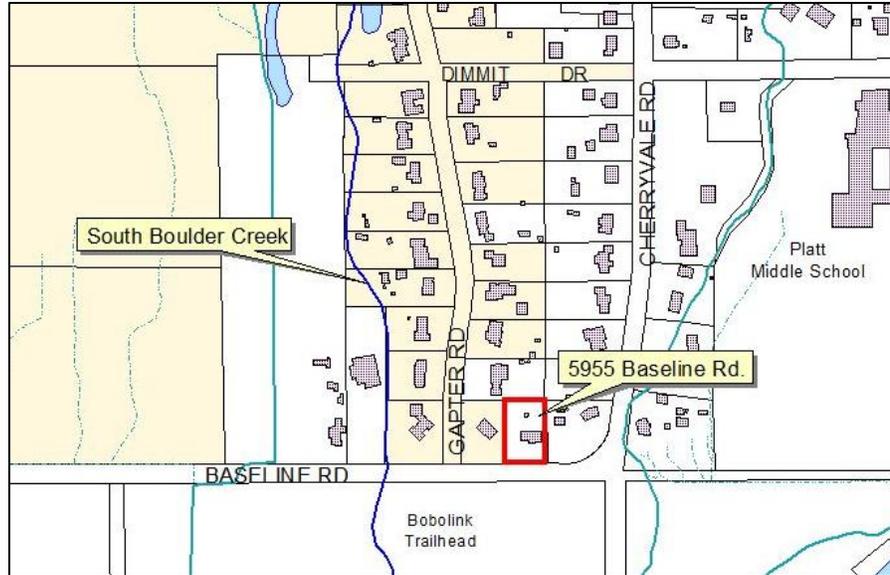


Figure 5: Location of 5955 Baseline Rd.

The city's flood conveyance zone covers a small portion of the southwest corner of the property. A flood maintenance easement is not necessary on this site.

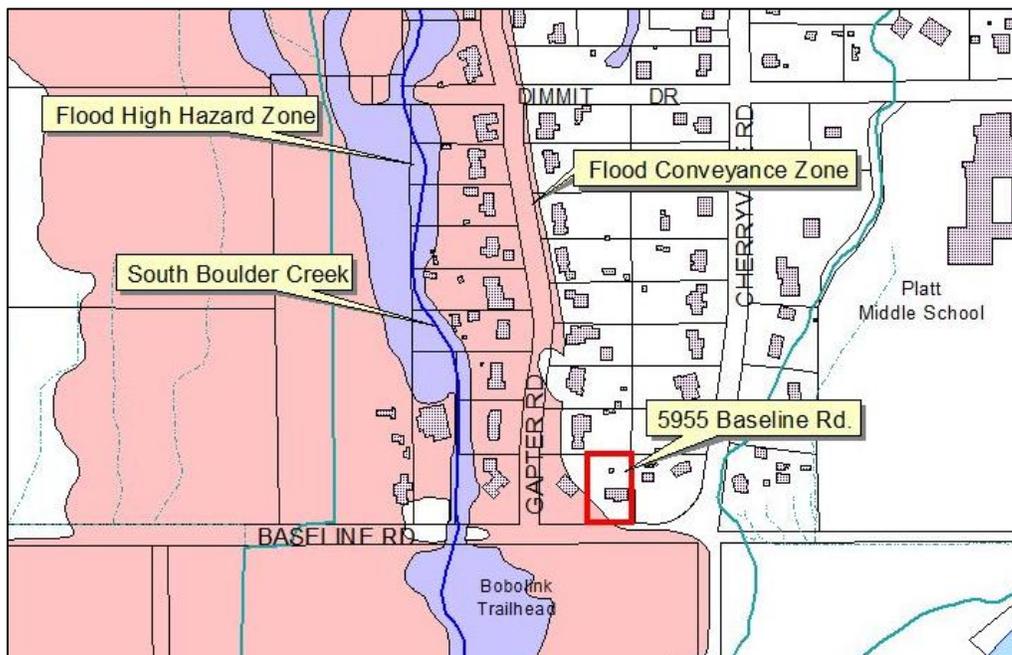


Figure 6: 5955 Baseline Rd. – Location of Flood Zones

The proposed zoning for the property is Residential – Rural 1, which is consistent with the BVCP land use designation of Very Low Residential. The zoning limits use of the property to one dwelling unit, therefore the property has no further development potential.

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.

All three properties are developed with a single residential dwelling unit.

1548 Old Tale Rd. is part of an enclave since it is completely surrounded by the city.

Two properties (1385 Cherryvale Rd. and 5955 Baseline Rd.) are developed with a single family residential dwelling unit but are not part of an enclave. The proposed annexations meet the eligibility requirement of having at least 1/6 contiguity with the city limits.

The property at 1385 Cherryvale Rd. has some contiguity to city limits. The property owners are seeking a series annexation of their property by approval of two separate ordinances. The first ordinance would first annex a portion of the property that can currently meet the 1/6 continuity to city limits requirement. Approval of the first ordinance would establish the new municipal limits and create at least 1/6 contiguity to city limits for the remainder of the property. Annexation of the remainder of the property would then be approved in a second ordinance. It is common practice to break an annexation into separate areas in order to meet the requirements for 1/6 continuity.

All the property owners filed an annexation petition and 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 one property at this time (1385 Cherryvale Rd.). Sewer service is available to serve 1548 Old Tale Rd. and water service will be made available later this year after the construction of a water main in Old Tale Road. 5955 Baseline Rd. is annexing to obtain both utility services upon completion of utility mains in Baseline Road with the use of state grant money.

Two of the subject properties are in the Northern Colorado Water Conservancy District (NCWCD). However, only one property is in the municipal subdistrict. Petitions for inclusion in the district and subdistrict will be filed with the NCWCD office prior to the City Council first reading of the annexation ordinances.

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. Annexation of these properties will not result in additional development as all properties are substantially developed.

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.

Annexation will be required before any additional city services will be furnished to these properties. City services will be available to all three subject properties immediately or shortly upon 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. All three properties are substantially developed and the annexation will result in the properties being brought to city standards consistent with this policy.

Boulder County has been supportive and has encouraged these annexations as an effort to address public health and safety issues associated with well and septic systems.

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 motion:

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

Approved By:

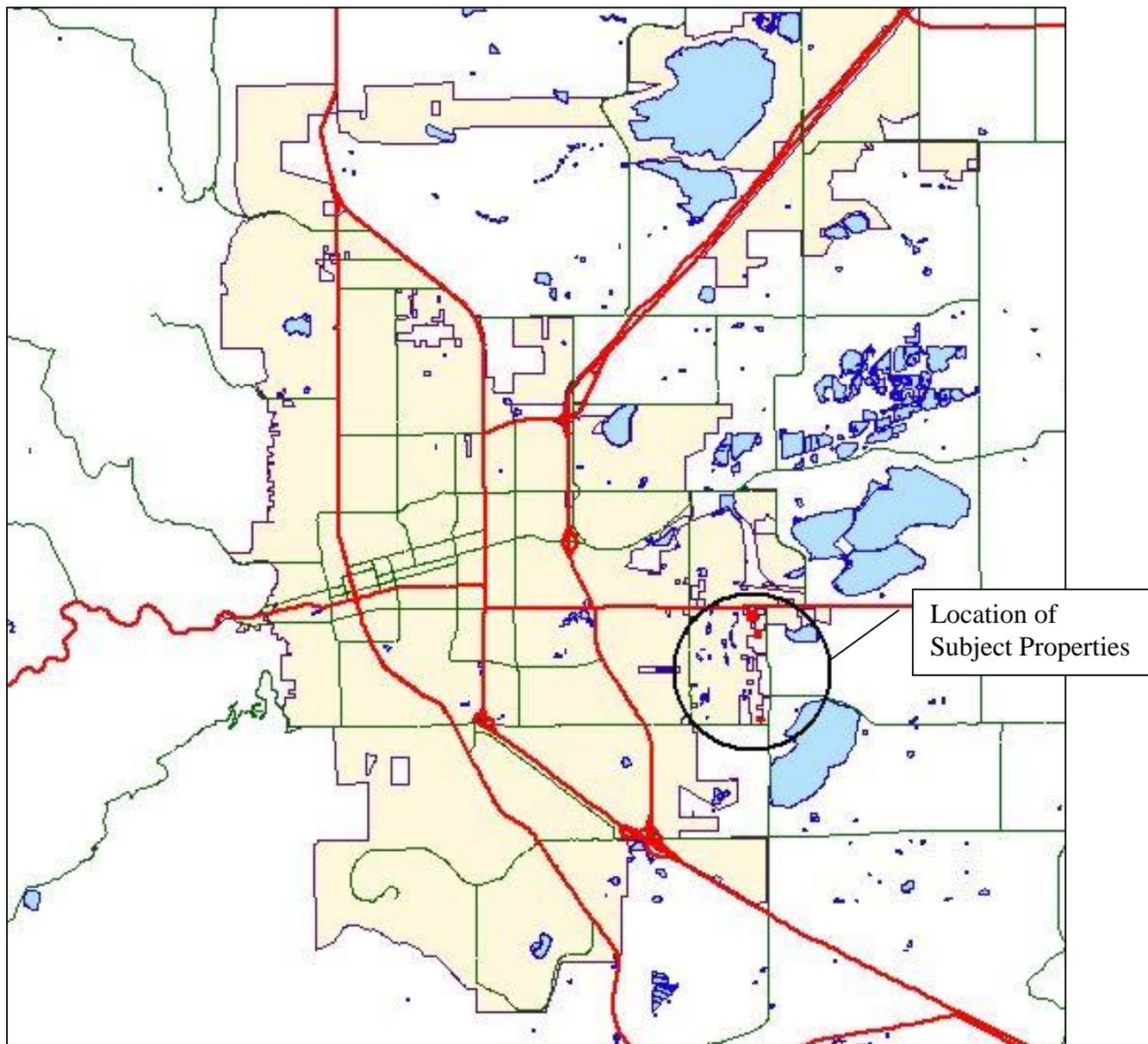


David Driskell, Executive Director
Department of Community Planning and Sustainability

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](#)

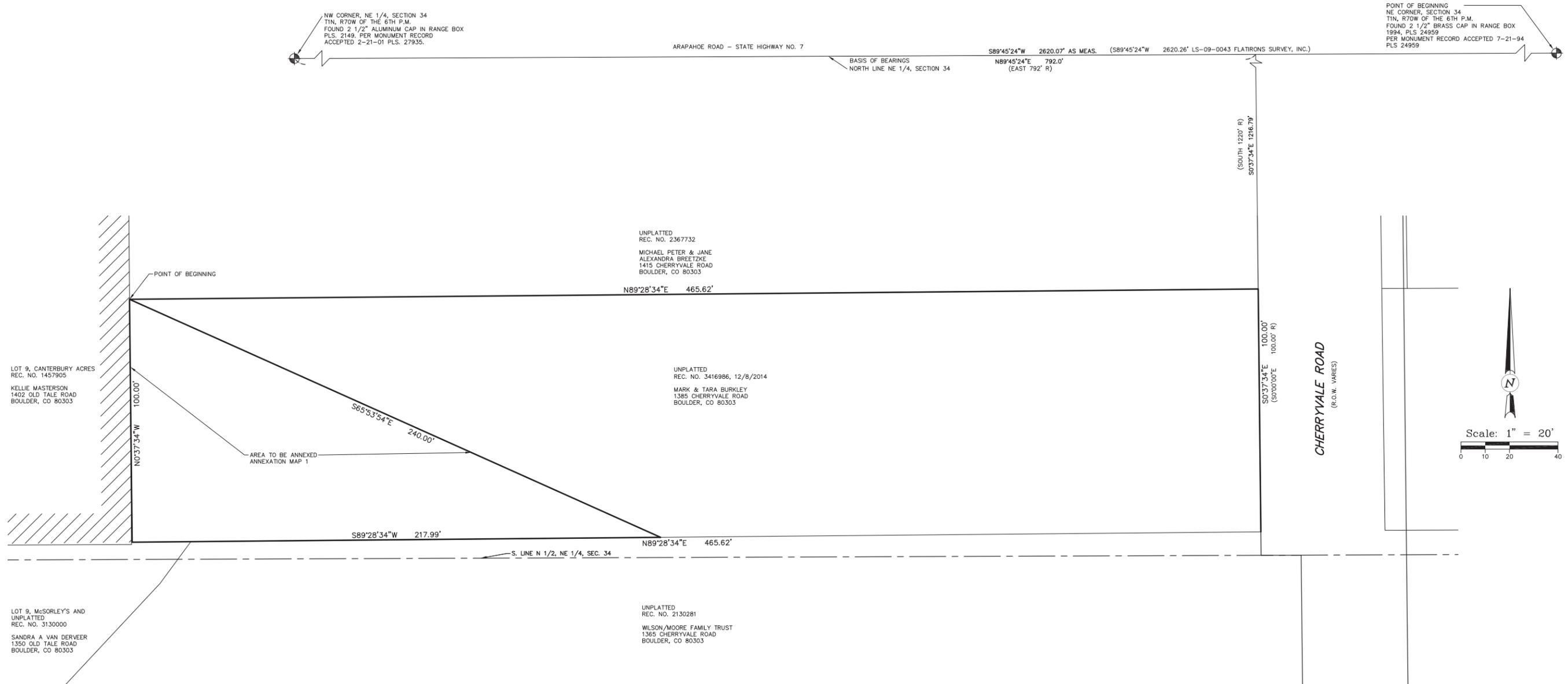
Location of Subject Properties



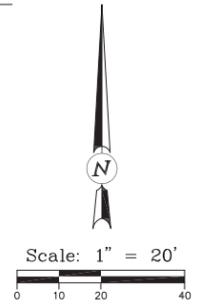
ANNEXATION MAP 1

1385 CHERRYVALE ROAD
LOCATED IN NE 1/4 SECTION 34, T1N, R70W OF THE 6TH P.M.
COUNTY OF BOULDER
STATE OF COLORADO

ATTACHMENT B



POINT OF BEGINNING
NE CORNER, SECTION 34
T1N, R70W OF THE 6TH P.M.
FOUND 2 1/2" BRASS CAP IN RANGE BOX
1994, PLS 24959
PER MONUMENT RECORD ACCEPTED 7-21-94
PLS 24959



SURVEY NOTES

- THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED TO THE CITY OF BOULDER, COLORADO.
- THIS ANNEXATION IS BASED ON AN IMPROVEMENT LOCATION CERTIFICATE PREPARED BY SCOTT, COX & ASSOCIATES, PROJECT NO. 14379A, DATED 7/31/14.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 HEREON. CRS-13-80-105 (3)(g).

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF THE NORTHEAST 1/4, OF SAID SECTION 34, WHENCE THE NORTH LINE OF SAID NORTHEAST 1/4 BEARS N89°45'24"E, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE N89°45'24"E ALONG SAID NORTH LINE A DISTANCE OF 729 FEET; THENCE S037°34"E A DISTANCE OF 1216.79 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 3416986, RECORDED 12/8/2014. THENCE S89°28'34"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 465.62 FEET TO THE POINT OF BEGINNING.

THENCE S65°53'54"E A DISTANCE OF 240.00 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE S89°28'34"W ALONG SAID SOUTH LINE A DISTANCE OF 217.99 FEET;
THENCE N037°34"W ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10,900 SQUARE FEET OR 0.250 ACRES.

LEGEND

- PUBLIC LAND CORNER FOUND
 - RECORD COURSE PER LEGAL DESCRIPTION
 - MEASURED COURSE
 - PROPERTY CONTIGUOUS TO EXISTING CITY OF BOULDER LIMITS
- TOTAL PERIMETER OF AREA TO BE ANNEXED = 557.99 FEET
ONE SIXTH OF TOTAL PERIMETER = 93.00 FEET
PERIMETER CONTIGUOUS TO EXISTING CITY LIMITS = 100.00 FEET

OWNER: MARK AND TARA BURKLEY
1385 CHERRYVALE ROAD
BOULDER, COLORADO 80303

SURVEYOR: SCOTT, COX & ASSOCIATES, INC.
1530 55TH STREET
BOULDER, COLORADO 80303

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF BOULDER, COLORADO, AND THAT AT LEAST ON SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT CITY OF BOULDER, COLORADO.

A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

DRAFT
05/20/15

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

Designed by	AJB	Date	05/20/15	Scale	1"=20'	Drawing no.	14379A	Sheet	1
Drawn by	JAS	Revision		Description		Date		Project no.	14379A
Checked by	AJB								

ANNEXATION MAP 2

1385 CHERRYVALE ROAD
LOCATED IN NE 1/4 SECTION 34, T1N, R70W OF THE 6TH P.M.
COUNTY OF BOULDER
STATE OF COLORADO

NW CORNER, NE 1/4, SECTION 34
T1N, R70W OF THE 6TH P.M.
FOUND 2 1/2" ALUMINUM CAP IN RANGE BOX
PLS. 2149, PER MONUMENT RECORD
ACCEPTED 2-21-01 PLS. 27935.

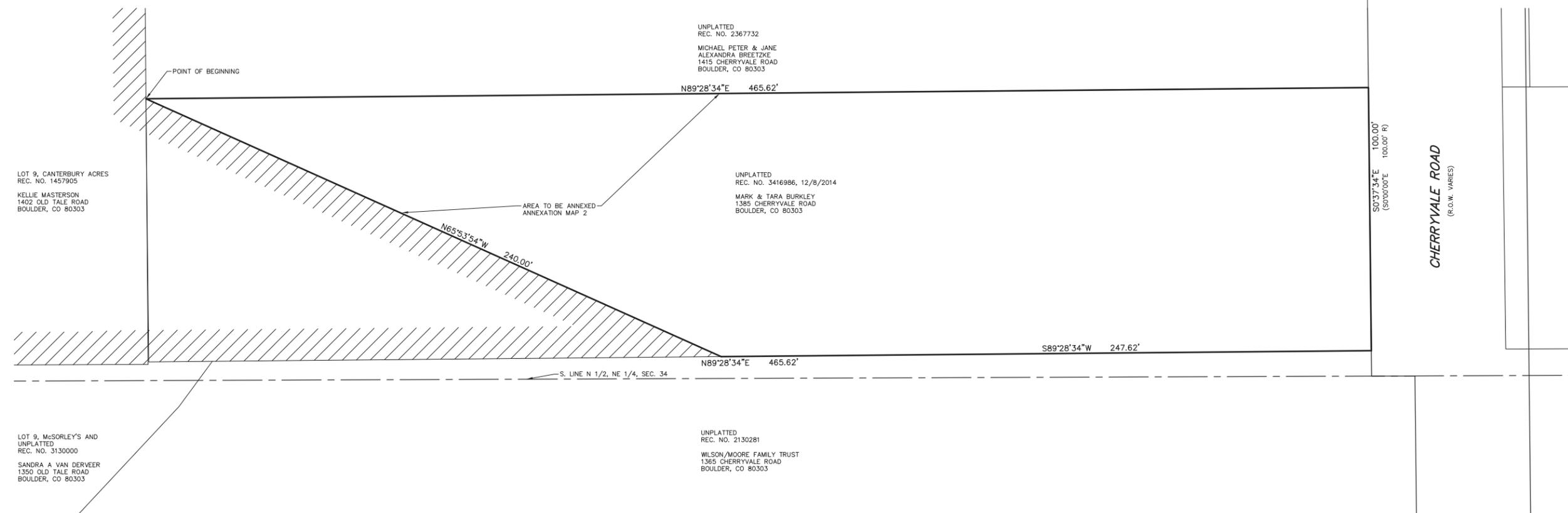
POINT OF BEGINNING
NE CORNER, SECTION 34
T1N, R70W OF THE 6TH P.M.
FOUND 2 1/2" BRASS CAP IN RANGE BOX
1994, PLS. 24959
PER MONUMENT RECORD ACCEPTED 7-21-94
PLS 24959

ARAPAHOE ROAD - STATE HIGHWAY NO. 7

S89°45'24"W 2620.07' AS MEAS. (S89°45'24"W 2620.26' LS-09-0043 FLATRONS SURVEY, INC.)

BASIS OF BEARINGS
NORTH LINE NE 1/4, SECTION 34

N89°45'24"E 792.0'
(EAST 792' R)



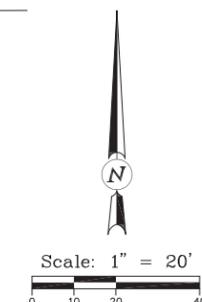
LOT 9, CANTERBURY ACRES
REC. NO. 1457905
KELLIE MASTERSON
1402 OLD TALE ROAD
BOULDER, CO 80303

UNPLATTED
REC. NO. 2367732
MICHAEL PETER & JANE
ALEXANDRA BREETZKE
1415 CHERRYVALE ROAD
BOULDER, CO 80303

UNPLATTED
REC. NO. 3416986, 12/8/2014
MARK & TARA BURKLEY
1385 CHERRYVALE ROAD
BOULDER, CO 80303

LOT 9, McSORLEY'S AND
UNPLATTED
REC. NO. 3130000
SANDRA A VAN DERVEER
1350 OLD TALE ROAD
BOULDER, CO 80303

UNPLATTED
REC. NO. 2130281
WILSON/MOORE FAMILY TRUST
1365 CHERRYVALE ROAD
BOULDER, CO 80303



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LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, T1N, R70W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF THE NORTHEAST 1/4, OF SAID SECTION 34, WHENCE THE NORTH LINE OF SAID NORTHEAST 1/4 BEARS N89°45'24"E, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE N89°45'24"E ALONG SAID NORTH LINE A DISTANCE OF 729 FEET; THENCE S0°37'34"E A DISTANCE OF 1216.79 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 3416986, RECORDED 12/8/2014. THENCE S89°28'34"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 465.62 FEET TO THE POINT OF BEGINNING.

THENCE N89°28'34"E ALONG SAID NORTH LINE A DISTANCE OF 465.62 FEET TO THE EAST LINE OF SAID PARCEL;
THENCE S0°37'34"E ALONG SAID EAST LINE A DISTANCE OF 100.00 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE S89°28'34"W ALONG SAID SOUTH LINE A DISTANCE OF 247.62 FEET;
THENCE N65°53'54"W A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 35,663 SQUARE FEET OR 0.819 ACRES.

LEGEND



PUBLIC LAND CORNER FOUND
RECORD COURSE PER LEGAL DESCRIPTION
MEASURED COURSE



PROPERTY CONTIGUOUS TO EXISTING CITY OF BOULDER LIMITS

TOTAL PERIMETER OF AREA TO BE ANNEXED = 1,053.24 FEET
ONE SIXTH OF TOTAL PERIMETER = 175.53 FEET
PERIMETER CONTIGUOUS TO EXISTING CITY LIMITS = 240.00 FEET

OWNER: MARK AND TARA BURKLEY
1385 CHERRYVALE ROAD
BOULDER, COLORADO 80303
SURVEYOR: SCOTT, COX & ASSOCIATES, INC.
1530 55TH STREET
BOULDER, COLORADO 80303

CERTIFICATION

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A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

DRAFT
05/20/15

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

Designed by	AJB	Date	05/20/15	Scale	1"=20'	Drawing no.	14379A	Sheet	2
Drawn by	JAS	Revision		Description		Date		Project no.	14379A
Checked by	AJB								

ANNEXATION MAP

LOT 15, CANTERBURY ACRES SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

TOTAL AREA = 30,024 SQ FT, OR 0.69 ACRES, MORE OR LESS

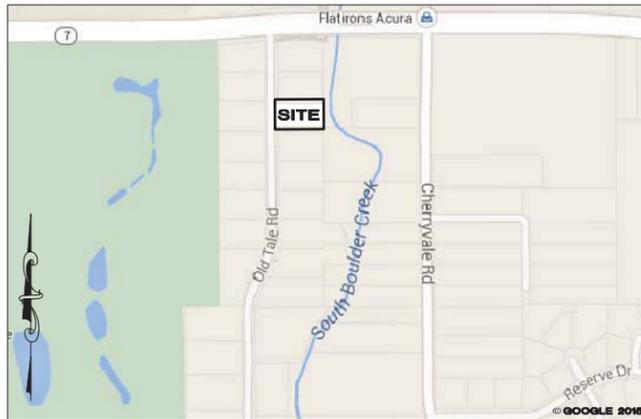
Parcel Description

(PROVIDED BY DEED RECORDED ON 5/16/2011 AT REC. NO. 3148863)

LOT 15
CANTERBURY ACRES
IN THE COUNTY OF BOULDER,
STATE OF COLORADO.

Legend

 CURRENT LIMITS OF THE CITY OF BOULDER



Vicinity Map
NOT TO SCALE

Notes

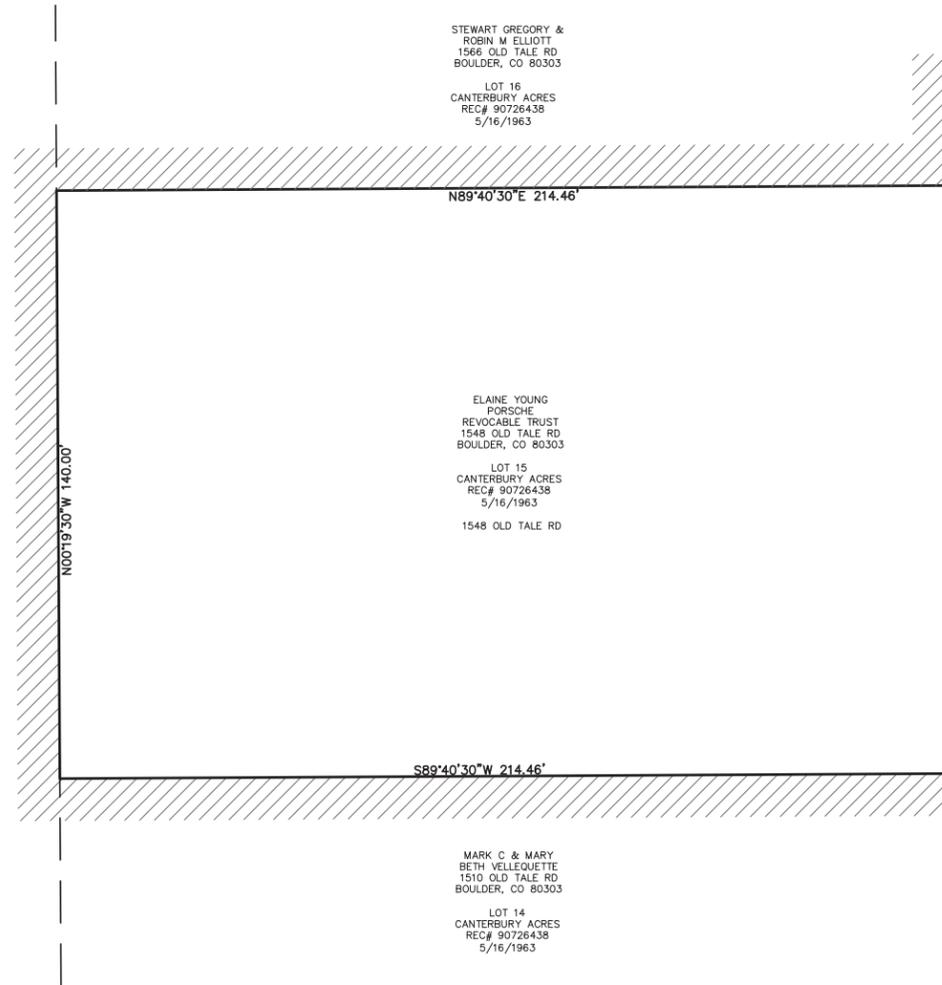
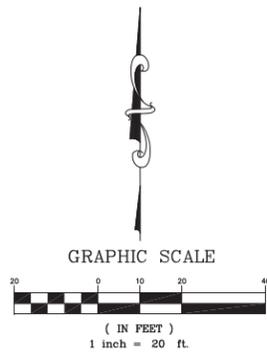
1. THIS ANNEXATION MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR BINDER. IT IS RECOMMENDED THAT THE CLIENT OBTAIN A CURRENT TITLE COMMITMENT OR BINDER.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU 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 HEREON.
3. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT CITY OF BOULDER LIMITS.
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508.
5. 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.

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	

ANNEXATION MAP
PREPARED FOR
CITY OF BOULDER
COPYRIGHT 2015 FLATIRONS, INC.

Contiguity

TOTAL PERIMETER.....708.92'
1/6TH PERIMETER.....118.15'
CONTIGUOUS TO CITY LIMITS.....576.55'



STEWART GREGORY &
ROBIN W ELLIOTT
1566 OLD TALE RD
BOULDER, CO 80303

LOT 16
CANTERBURY ACRES
REC# 90726438
5/16/1963

ELAINE YOUNG
PORSCHIE
REVOCABLE TRUST
1548 OLD TALE RD
BOULDER, CO 80303

LOT 15
CANTERBURY ACRES
REC# 90726438
5/16/1963
1548 OLD TALE RD

MARK C & MARY
BETH VELLEQUETTE
1510 OLD TALE RD
BOULDER, CO 80303

LOT 14
CANTERBURY ACRES
REC# 90726438
5/16/1963

RONALD LEE SMITH
1599 CHERRYVALE RD
BOULDER, CO 80303

UNPLATTED
REC# 194786
10/4/1976

CONGREGATION BONAI SHALOM
1459 CHERRYVALE RD
BOULDER, CO 80303

UNPLATTED
RECORDING INFORMATION
NOT AVAILABLE

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 JULY 28, 2015 AND THAT AT LEAST 1/6TH 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. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

Flatirons, Inc.
Surveying, Engineering & Geomatics
www.FlatironsInc.com
3825 IRIS AVE, STE. 395
BOULDER, CO 80301
PH: (303) 443-7001 DENVER, CO 80205
655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
3660 DOWNING ST
DENVER, CO 80205
PH: (303) 936-6997



JOB NUMBER:
15-66,219
DATE:
07-29-2015
DRAWN BY:
E. PRESCOTT
CHECKED BY:
JK/JZG/WW

SHEET 1 OF 1

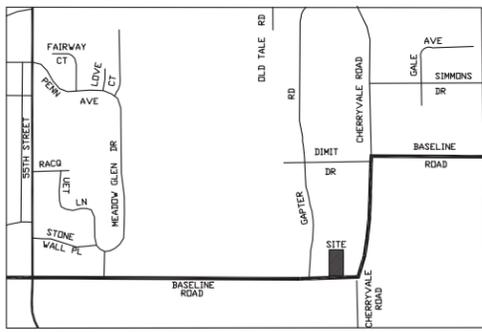
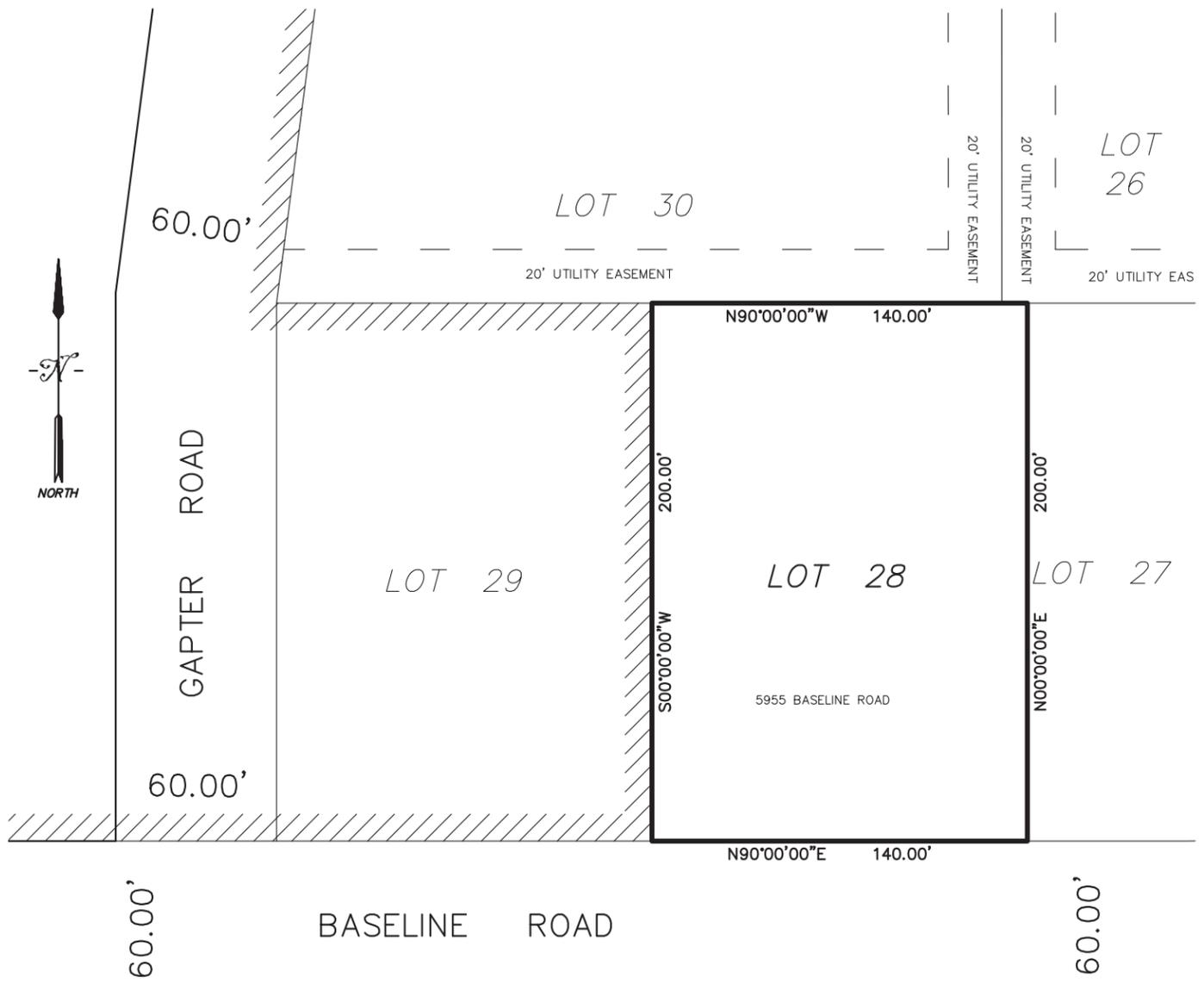
LOCHRIDGE ANNEXATION MAP

LEGAL DESCRIPTION
 LOT 28, FIRST ADDITION TO THE GAPTER SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO.

SURVEYOR'S CERTIFICATION

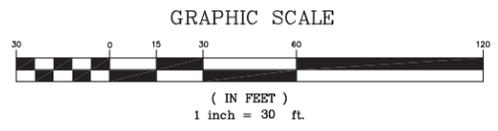
I, KIM A. ALBERS A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE LEGAL DESCRIPTION SHOWN HEREON ACCURATELY DESCRIBES THE AREA PROPOSED FOR ANNEXATION AS DEPICTED ON THIS ANNEXATION MAP. I FURTHER CERTIFY THAT THE PERIMETER OF THE AREA PROPOSED FOR ANNEXATION IS LESS THAN SIX TIMES THE CONTIGUOUS LENGTH WITH EXISTING CITY LIMITS.

KIM A. ALBERS
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 25614



VICINITY MAP
 (NOT TO SCALE)

= EXISTING CITY LIMITS



CONTIGUITY
 PERIPHERY OF AREA TO BE ANNEXED = 680.00 FEET
 ONE SIXTH TOTAL PERIPHERY = 113.33 FEET
 CONTIGUITY OR DISTANCE OF AREA ADJOINING CITY LIMITS = 200.00 FEET

TRUE POSITION LAND SURVEYING 951 East 8th Ave., Broomfield, CO, 80020 Phone: (720) 564-0466 trueposition@qwestoffice.net		
DATE: 4/24/2012	DRAWN BY: KAA	JOB NO.: 001
SCALE: AS SHOWN	CHECKED BY: JSP	DRAWING NO.: 002
REVISIONS - DATE/BY:	REVISIONS - DATE/BY:	REVISIONS - DATE/BY:
7/10/2015 -KAA		

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 Afirst 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.

- a. 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.
- b. For all properties:
- Request payment for share of sidewalk improvements along Pennsylvania Ave.

4. Enclave – 55th St.

- a. 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.
- b. 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

- a. 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

- a. 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).
- b. 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.

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]
[Handwritten signature]

5/12/15

1385 CHERRYVALE RD

5.12.15

1385 CHERRYVALE RD.

2015 JUN -8 PM 2:56

ANNEXATION PETITION
Submit with your application.

Annexation Information

Location of property to be annexed: 1548 Old Tale Rd Boulder Co 80303

Legal Description: LOT 15 CANTERBURY ALRES

Size of property: .6769/29,485 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:

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

Property Owners

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

1. Porsche Elaine Young Revocable Trust
2. _____
3. _____
4. _____

CIRCULATOR'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

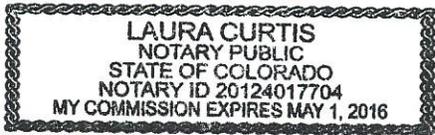
being first duly sworn, upon oath deposes and says that she/he was the circulator of the above and foregoing petition and that the signatures on said petition are the signatures of the persons whose names they purport to be.

Elaine Perse Young

Circulator

Subscribed and sworn to before me this 18th day of May, A.D. 2015.

Witness my hand and official seal. My commission expires: 05.01.2016.



Laura Curtis
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

ANNEXATION PETITION
Submit with your application.

2015 JUL -6 PM 5:09

Annexation Information

Location of property to be annexed: 5955 Baseline Rd Boulder CO 80303
Legal Description: Lot 28 Subdivision Chapter 1 BOV
Size of property: .70 Acres Requested Zoning: RR - Area 1 City of Boulder

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 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. Patton Greene Lockridge Jr.
2. Claire Arden Compton
3. _____
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.

5. This petition should be filed in the following manner:
- a. All blanks herein contained should be filled out and completed.
 - b. Each signer shall, before signing said petition, carefully read the contents hereof.
 - c. The signatures attached to this petition must have been signed within 180 days immediately preceding the filing of the said petition with the City Clerk.
 - d. After filing of the petition, no person having signed said petition shall thereafter be permitted to withdraw his/her signature from said petition.
 - e. This petition shall be accompanied by at least four copies of an annexation map containing the following information:
 1. A written legal description of the boundaries of the area proposed to be annexed.
 2. A map showing the boundaries of the area proposed to be annexed.
 3. Within the boundaries of the area proposed to be annexed, the location of each ownership tract in unplatted land and, if part or all of the area has been platted, the boundaries and the plat numbers of the plots or of the lots and blocks shall be shown.
 4. The portion of the boundaries of the area proposed to be annexed which is contiguous to the city limits of the city of Boulder, as the same exist at the time this annexation petition is to be filed, must be shown and the dimensions thereof indicated.

Submit with your application.

TO THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, GREETINGS:

The undersigned hereby petition(s) the city of Boulder to annex to the city of Boulder the territory shown on the map(s) attached hereto and described on the attachment hereto:

This Petition is signed by landowners qualified to sign. It is intended that this Petition be a one hundred percent (100%) petition for annexation as described in C.R.S. 1973, Section 31-12-107(l)(g), (as amended).

In support of this petition, the undersigned state(s) and allege(s) as follows, to wit:

1. That it is desirable and necessary that the above described territory be annexed to the city of Boulder.
2. That petitioners are landowners of one hundred percent (100%) of the territory, excluding streets and alleys, herein proposed for annexation to the city of Boulder.
3. That no less than one-sixth of the aggregate external boundaries of the above described territory hereby petitioned to the city of Boulder is contiguous to the city limits of the city of Boulder.
4. That a community of interest exists between the above described territory and the city of Boulder, And that the same is urban, or will be urbanized in the near future, and further that the said territory is integrated or is capable of being integrated in the city of Boulder.
5. That in establishing the boundaries of the above described territory, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, except and unless such tracts or parcels are already separated by a dedicated street, road or other public way.
6. That in establishing the boundaries of the above described territory, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising twenty acres or more which, together with the buildings and improvements situate thereon, have an assessed valuation in excess of \$200,000 for ad valorem tax purposes for the year next preceding the filing of the within petition for annexation, has been included within the above.
7. That the above described territory does not include any area which is the same or substantially the same area in which an election for an annexation to the city of Boulder was held within the twelve months preceding the filing of this petition.
8. That the above described territory does not include any area included in another annexation proceeding involving a city other than 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).

**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, Patton Lockridge, am filing a Land Use Review or Technical Document Review application [on behalf of the property owner(s)] _____ for property located at 5955 Baseline 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.

Patton Lockridge
NAME OF APPLICANT OR CONTACT PERSON

6-30-15
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

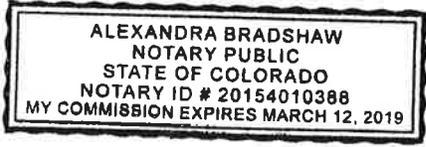
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Patten G. Lochridge and Claire L. Lochridge
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.

Claire Lochridge
Circulator

Subscribed and sworn to before me this 30 day of June, A.D. 20 15.

Witness my hand and official seal. My commission expires: 3/12/19.



A Bradshaw
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
 Property Address: 1385 Cherryvale Road
 Grantors: Mark Burkley and Tara Burkley
 Grantee: City of Boulder, Colorado
 Case#: LUR2015-00061

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2015, by and between the City of Boulder, a Colorado home rule city (the “City”), and Mark Burkley and Tara Burkley (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 1385 Cherryvale Road and more particularly described on **Exhibit A** attached hereto and incorporated herein (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 water and sewer connection fees and a waiver of certain fees and taxes which includes the annexation application fee and the development excise tax 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 the addition of three or more plumbing fixtures.

“Sale” or “Sold” shall be defined as a transfer of title of ownership for money or other consideration.

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, unless otherwise approved by the City Manager:

- 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 the Property, if any.
- D. Northern Colorado Water Conservancy District (“NCWCD”). If the Property is not already included in the Northern Colorado Water Conservancy District and the Boulder Municipal Subdistrict of the Northern Colorado Water Conservancy District, the Applicants will sign and file the applicable applications for inclusion and pay the applicable fees.
- E. Easement Dedications. The Applicants shall dedicate to the City, at no cost, a flood control easement for the area of the Property located within the regulatory conveyance zone of South Boulder Creek as shown on **Exhibit B**. 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 Property within the flood control easement area that is existing at the time of annexation.

3. Connection Requirements. Prior to connection to the water main and sanitary sewer main, the Applicants shall:

- A. Submit an application to connect to the water main and sanitary sewer main 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 the water main and sanitary sewer main at the rates applicable at the time of connection to the water main and sanitary sewer main, including but not limited to right-of way permit fees and the fees listed in Subparagraph 3.D. below.
- C. Construct the individual service lines that will connect the Applicants' existing residence to the water main and sanitary sewer main.

- D. Pay any applicable fees and assessments at the rates applicable at the time of connection to the water main and sanitary sewer main, including but not limited to the following which are the applicable fees if the connection is made in 2015:

Stormwater and Flood PIF	\$10,100.80
Total	\$10,100.80

The above listed fee(s) may increase after 2015.

- 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 water main and 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 water main and 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 water main and 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 water main and sanitary 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 water and sewer systems.

The City Manager may, in her discretion, approve a different time for connection to the water main and 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 water main and sanitary sewer main at a time later than what is specified in Option #A and #B above, but no later than the time when 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) at the time Applicants' Property is Sold; or 3) at the time of Redevelopment of Applicants' Property, whichever occurs first. At the respective time and prior to the Applicants' connection to the water main and 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 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 Applicants from using existing wells for irrigation purposes, even if the Property is served by the City's water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicants have connected to the City's 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 the Applicants 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 Applicants have provided a written description that is received by the City in accordance with Paragraph 2.C above will be considered legal. The Applicants 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. Removal of Wood Roof Coverings. If any structures on the Property have wood roof coverings, the Applicants agree to submit a building permit application within two years of the effective date of the annexation ordinance to remove or cause to be removed all wood roof covering materials and to replace the removed roofing with approved roof covering materials which conform to the City of Boulder Building Code. Said removal and replacement of the wood roof covering materials must be completed within three years of the effective date of the annexation ordinance.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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 fees, application, and easement and/or rights of way dedication documents which the Applicants submitted pursuant to this Agreement to the City. The Parties agree that costs submitted to the City to cover survey work shall not be returned to the Applicants.
21. 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.

EXECUTED on the day and year first above written.

CITY OF BOULDER:

By: _____
Jane S. Brautigam, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney's Office

Date: _____

EXHIBITS:

- A: Legal Description
- B: Flood Control Easement

EXHIBIT A TO ANNEXATION AGREEMENT

LEGAL DESCRIPTION

Beginning at the Northwest corner of Northeast ¼ of Section 34, Township 1 North, Range 70 West of the 6th P.M.;

Thence East 792 feet; Thence South 1220 feet to the True Point of Beginning:

Thence South 100 feet;

Thence West 462 feet;

Thence North 100 feet;

Thence East 462 feet to the True Point of Beginning,

County of Boulder,

State of Colorado.

EXHIBIT B TO ANNEXATION AGREEMENT

For Administrative Purposes Only

Property Address: 1385 Cherryvale Road

Grantors: Mark Burkley and Tara Burkley

Grantee: City of Boulder, Colorado

Case#: LUR2015-00061

GRANT OF FLOOD CONTROL EASEMENT

MARK BURKLEY AND TARA BURKLEY (“Grantors”), whose address is 1385 Cherryvale Road, Boulder, CO, 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 themselves 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 themselves 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 _____, 2015.

GRANTORS:

By: _____
Mark Burkley

[NOTARY BLOCK FOLLOWS]

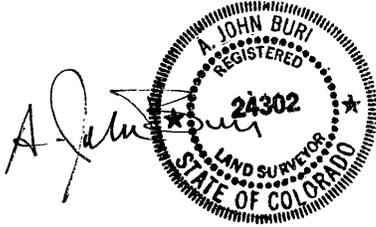
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 3416986, RECORDED 12/8/2014 AT THE BOULDER COUNTY RECORDS, A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 34, T1N, R70W OF THE 6TH P.M. COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF THE NORTHEAST 1/4, OF SAID SECTION 34, WHENCE THE NORTH LINE OF SAID NORTHEAST 1/4 BEARS N89°45'24"E, SAID LINE FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE N89°45'24"E ALONG SAID NORTH LINE A DISTANCE OF 792 FEET; THENCE S0°37'34"E A DISTANCE OF 1216.79 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE S89°28'34"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 208.09 FEET TO THE TRUE POINT OF BEGINNING.

THENCE S00°31'46"W, 100.02 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE S89°28'34"W, ALONG SAID SOUTH LINE 255.51 FEET TO THE WEST LINE OF SAID PARCEL;
THENCE N00°37'34"E, 100.00 FEET TO THE NORTH LINE OF SAID PARCEL;
THENCE N89°28'34"E, ALONG SAID NORTH LINE 257.53 FEET TO THE TRUE POINT OF BEGINNING;

SAID PARCEL CONTAINS 25,653 SQUARE FEET OR 0.589 ACRES MORE OR LESS.



A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55TH STREET
BOULDER, COLORADO 80303
303.444.3051
07/24/15 PROJECT NO. 14379A

POINT OF COMMENCEMENT
 NW CORNER, NE 1/4, SECTION 34
 T1N, R70W OF THE 6TH P.M.
 FOUND 2 1/2" ALUMINUM CAP IN RANGE BOX
 PLS. 2149. PER MONUMENT RECORD
 ACCEPTED 2-21-01 PLS. 27935.

NE CORNER, SECTION 34
 T1N, R70W OF THE 6TH P.M.
 FOUND 2 1/2" BRASS CAP IN RANGE BOX
 1994, PLS 24959
 PER MONUMENT RECORD ACCEPTED 7-21-94
 PLS 24959

(S89°45'24"W 2620.26' LS-09-0043 FLATIRONS SURVEY, INC.)

S89°45'24"W 2620.07' AS MEAS.

ARAPAHOE ROAD - STATE HIGHWAY NO. 7

N89°45'24"E 792.0'
 (EAST 792' R)

BASIS OF BEARINGS
 NORTH LINE NE 1/4, SECTION 34

(SOUTH 1220' R)

S0°37'34"E 1216.79'

UNPLATTED
 1415 CHERRYVALE RD.

POINT OF BEGINNING

N89°28'34"E 257.53'

S89°28'34"W 208.09'

LOT 9 CANTERBURY ACRES
 1402 OLD TALE RD.

N0°37'34"W
 100.00'

S0°31'46"W
 100.02'

UNPLATTED
 1385 CHERRYVALE RD.

S89°28'34"W 255.51'

APPROXIMATE CENTERLINE
 OF SOUTH BOULDER CREEK

LOT 9 McSORLEY'S
 1350 OLD TALE RD.

UNPLATTED
 1365 CHERRYVALE RD.

CHERRYVALE ROAD



Scale: 1" = 100'



EXHIBIT A



SCOTT, COX & ASSOCIATES, INC.

consulting engineers • surveyors

1530 55th Street • Boulder, Colorado 80303

(303) 444 - 3051

For Administrative Purposes Only
Property Address: 1548 Old Tale Road
Grantors: Porsche Elaine Young Revocable Trust
dated August 7, 2006
Grantee: City of Boulder, Colorado
Case#: LUR2015-00062

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this ____ day of _____, 2015, by and between the City of Boulder, a Colorado home rule city (the “City”), and Porsche Elaine Young Revocable Trust dated August 7, 2006, a Colorado trust (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 1548 Old Tale Road and more particularly described as Lot 15, Canterbury Acres, County of Boulder, State of Colorado (the “Property”).

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 - Rural 2 (RR-2) 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 water and sewer connection fees (to the extent applicable) and a waiver of certain fees and taxes which includes the annexation application fee and the development excise tax and the housing excise tax.

E. The Applicant and the City intend to maintain and preserve the rural character of the neighborhood. The City agrees to construct a water main within Old Tale Road and McSorley Road (“Water Main”). After the installation of this Water Main, the City will rebuild Old Tale Road and McSorley Road where the City installed the Water Main according to “Rural Residential Street Standards,” set forth in Section 2.09(D)(3) of the City of Boulder *Design and Construction Standards*, with the exception of sidewalks, drainage swales and streetlights which will not be installed as a condition of this annexation. The Applicant will not have any obligation to construct or finance the construction of the Water Main or reconstruct or finance the reconstruction of Old Tale Road and McSorley Road as a condition of this Agreement.

F. 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 the addition of three or more plumbing fixtures.

“Sale” or “Sold” shall be defined as a transfer of title of ownership for money or other consideration.

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, unless otherwise approved by the City Manager:

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 the Property, if any.

D. Northern Colorado Water Conservancy District (“NCWCD”). If the Property is not already included in the Northern Colorado Water Conservancy District and the Boulder Municipal Subdistrict of the Northern Colorado Water Conservancy District, the Applicant will sign and file applicable applications for inclusion.

E. Easement Dedications. To the extent the Property is located within 60 feet from the centerline of the South Boulder Creek, the Applicant shall dedicate to the City, at no cost, the following easements:

- a. A flood control easement from 60 feet on either side of the centerline of South Boulder Creek as shown on **Exhibit A**. 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.

3. Connection Requirements. Prior to connection to the Water Main and sanitary sewer main, the Applicant shall:

- A. Submit an application to connect to the Water Main and sanitary sewer main 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 the Water Main and sanitary sewer main at the rates applicable at the time of connection to the Water Main and sanitary sewer main, including but not limited to right-of way permit fees and the fees listed in Subparagraph 3.D. below.
- C. Construct the individual service lines that will connect the Applicant' existing residence to the Water Main and sanitary sewer main.
- D. Pay any applicable fees and assessments at the rates applicable at the time of connection to the City's water and sewer system, including but not limited to the following which are the applicable fees if the connections are made in 2015:

Water Tap, Meter, Permit and Inspection Fee	1,232.86
Water PIF	17,486.00
Sewer Permit, Inspection and Tap Fee	423.18
Wastewater	4,652.00
Stormwater and Flood PIF	<u>\$10,021.62</u>
Total	\$33,815.66

The above listed fees may increase after 2015.

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 Water Main and sanitary sewer main within 180 days after the City's final acceptance of the Water Main or within 180 days after the effective date of the annexation ordinance, whichever occurs latest, 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 Water Main and 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 Water Main and sanitary sewer main within 180 days after the City's final acceptance of the Water Main or within 180 days after the effective date of the annexation ordinance, whichever occurs latest, 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 Water Main and sanitary 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 both the City water and sewer systems.

The City Manager may, in her discretion, approve a different time for connection to the Water Main and 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 Water Main and sanitary sewer main 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 Water Main and 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 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's water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicant has connected to the City's 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. 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. Removal of Wood Roof Coverings. If any structures on the Property have wood roof coverings, the Applicant agrees to submit a building permit application within two years of the effective date of the annexation ordinance to remove or cause to be removed all wood roof covering materials and to replace the removed roofing with approved roof covering materials which conform to the City of Boulder Building Code. Said removal and replacement of the wood roof covering materials must be completed within three years of the effective date of the annexation ordinance.
12. 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.
13. 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.
14. 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.

15. 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 the Applicant 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.
16. 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.
17. 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 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 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 the Applicant 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.
18. 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.
19. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's 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: _____
Jane S. Brautigam, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney's Office

Date: _____

EXHIBIT:

A: Form of Flood Control Easement

EXHIBIT A TO ANNEXATION AGREEMENT

GRANT OF FLOOD CONTROL EASEMENT

PORSCHE ELAINE YOUNG REVOCABLE TRUST DATED AUGUST 7, 2006, a Colorado trust (“Grantor”), whose address is 1548 Old Tale Road, 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 of flood waters 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 itself 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 itself or its successors or assigns, and that said use of such easement shall not otherwise be obstructed or interfered with.

This easement does not grant to the City a right to construct a public trail or other public transportation improvements in the easement area.

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 _____, 2015.

GRANTOR:
PORSCHE ELAINE YOUNG REVOCABLE TRUST DATED AUGUST 7, 2006
a Colorado trust

By: _____
Porsche Elaine Young, Trustee

[NOTARY BLOCK FOLLOWS]

EXHIBIT "A"

LOCATED IN THE NORTHEAST 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 15, CANTERBURY ACRES AS DESCRIBED IN THE RECORDS OF BOULDER COUNTY ON MAY 16, 1963, AT RECEPTION NO. 90726438, LOCATED IN THE NORTHEAST 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 EASTERLY LINE OF LOT 15 TO BEAR SOUTH 00°19'30" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15;
THENCE ALONG THE EASTERLY LINE OF SAID LOT 15, SOUTH 00°19'30" EAST, A DISTANCE OF 96.16 FEET TO A POINT LYING 60 FEET WESTERLY OF THE CENTERLINE OF SOUTH BOULDER CREEK;
THENCE ALONG A LINE LYING 60 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE, THE FOLLOWING TWO (2) COURSES:
NORTH 16°46'43" WEST, A DISTANCE OF 58.28 FEET;
THENCE NORTH 00°14'09" WEST, A DISTANCE OF 40.27 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 15;
THENCE ALONG SAID NORTHERLY LINE, NORTH 89°40'30" EAST, A DISTANCE OF 16.45 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 1,125 SQ. FT., OR 0.03 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
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 15-66,219

JOB NUMBER: 15-66,219
DRAWN BY: E. PRESCOTT
DATE: JULY 29, 2015

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

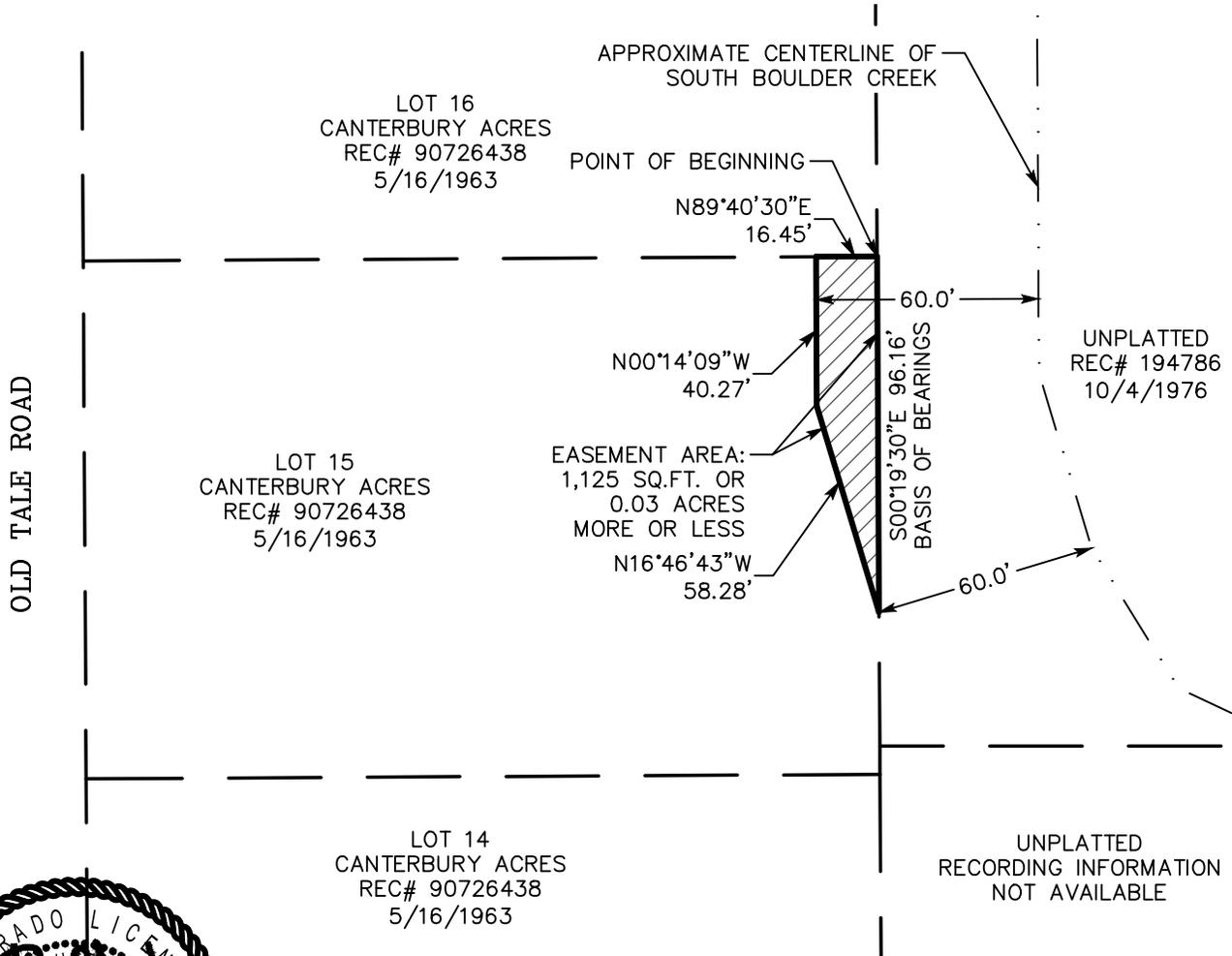


655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

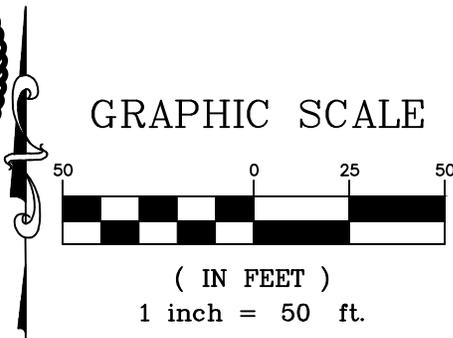
EXHIBIT "A"

LOCATED IN THE NORTHEAST 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



GRAPHIC SCALE



JOB NUMBER: 15-66,219
DRAWN BY: E. PRESCOTT
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655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
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BY:EPRESCOTT FILE:66219-DESC-C15.DWG DATE:7/29/2015 1:02 PM

For Administrative Purposes Only
Property Address: 5955 Baseline Road
Grantors: Patton G. and Claire C. Lochridge
Grantee: City of Boulder, Colorado
Case#: LUR2015-00067

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”), made this _____ day of _____, 2015, by and between the City of Boulder, a Colorado home rule city (the “City”), and Patton G. Lochridge and Claire C. Lochridge (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 5955 Baseline Road, Boulder, CO, and more particularly described as Lot 28, First Addition to the 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 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 water and sewer connection fees and a waiver of certain fees and taxes which includes the annexation application fee and the development excise tax and the housing excise tax.

E. The City agrees to construct a water main and sewer main in Baseline Road adjacent to the Property. The Applicants will not have any obligation to construct or finance the construction of the water main or sewer main or reconstruct or finance the reconstruction of Baseline Road as a condition of this Agreement.

F. 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 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 the addition of three or more plumbing fixtures.

“Sale” or “Sold” shall be defined as a transfer of title of ownership for money or other consideration.

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, unless otherwise approved by the City Manager:

- 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 the Property, if any.

- D. Northern Colorado Water Conservancy District (“NCWCD”). If the Property is not already included in the Northern Colorado Water Conservancy District and the Boulder Municipal Subdistrict of the Northern Colorado Water Conservancy District, the Applicants will sign and file the applicable applications for inclusion and pay the applicable fees.

3. Connection Requirements. Prior to connection to the water main and sanitary sewer main, the Applicants shall:

- A. Submit an application to connect to the water main and sanitary sewer main 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 the water main and sanitary sewer main at the rates applicable at the time of connection to the water main and sanitary sewer main, including but not limited to right-of way permit fees and the fees listed in Subparagraph 3.D. below.

- C. Construct the individual service lines that will connect the Applicants' existing residence to the water main and sanitary sewer main.

- D. Pay any applicable fees and assessments at the rates applicable at the time of connection to the water main and sewer main, including but not limited to the following which are based on the rates applicable if the connections are made in 2015:

Stormwater and Flood PIF	\$4,774.23
Total	\$4,774.23

The above listed fee(s) may increase after 2015.

- 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 water main and sanitary sewer main within 180 days after the City’s final acceptance of the water main and sanitary sewer main 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 water main and 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 water main and sanitary sewer main within 180 days after the City’s final acceptance of the water main and sanitary sewer main 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 water main and sanitary 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 water and sewer systems.

The City Manager may, in her discretion, approve a different time for connection to the water main and 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 water main and sanitary sewer main at a time later than what is specified in Option #A and #B

above, but no later than the time when 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) at the time Applicants' Property is Sold; or 3) at the time of Redevelopment of Applicants' Property, whichever occurs first. At the respective time and prior to the Applicants' connection to the water main and 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 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 Applicants from using existing wells for irrigation purposes, even if the Property is served by the City's water utility. Under no circumstances may existing wells be used for domestic water purposes once the Applicants have connected to the City's 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.
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12. 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.
13. 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.
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16. 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.

17. 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.
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19. 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.
20. 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 fees, application, and easement and/or rights of way dedication documents which the Applicants submitted pursuant to this Agreement to the City. The Parties agree that costs submitted to the City to cover survey work shall not be returned to the Applicants.

EXECUTED on the day and year first above written.

Applicants:

By: _____
Patton G. Lochridge

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of _____, 2015, by Patton G. Lochridge.

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

[SEAL]

Notary Public

By: _____
Claire C. Lochridge

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of _____, 2015, by Claire C. Lochridge.

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

[SEAL]

Notary Public

CITY OF BOULDER:

By: _____
Jane S. Brautigam, City Manager

ATTEST:

City Clerk

Approved as to form:

City Attorney's Office

Date: _____