

## ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between North Star Equities, L.L.C hereinafter referred to as the “ANNEXOR/DEVELOPER”, and the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado, hereinafter referred to as “CITY.”

### WITNESSETH:

WHEREAS, ANNEXOR/DEVELOPER is the owner of a \_\_\_\_-acre parcel of land, more particularly described in Exhibit ‘A’ attached hereto and by this reference made a part hereof; and

WHEREAS, ANNEXOR/DEVELOPER has filed a Petition for Annexation to the CITY of the unincorporated lands described in Exhibit ‘A’ hereinafter referred to as the “Property”; and

WHEREAS, CITY has determined that it is in the best interest of the residents of the CITY that the Property be developed within the boundaries of CITY and that the CITY provide municipal services and receive revenues from development occurring on the Property, as provided for herein; and

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

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, together with other good and sufficient consideration;

THE PARTIES AGREE AS FOLLOWS:

## SECTION I DEFINITIONS

“ANNEXOR/DEVELOPER” as used in this Agreement shall mean North Star Equities, LLC, a Colorado Limited Liability Corporation, its successors, assigns, and designees.

“Brighton Watershed Outfall Systems Plan” (“OSP”) shall mean the *Brighton Watershed Tributary to the South Platte River Outfall Systems Plan*, dated December 1998, as the same may be amended from time to time.

“Bromley Park Drainage Master Plan” shall mean the *Bromley Park Drainage Master Plan* dated December, 1999, as the same may be amended from time to time.

“Bromley Park Sanitary Sewer Master Plan” shall mean the *Bromley Park Sanitary Sewer Master Plan* dated December, 1999, as the same may be amended from time to time.

“Bromley Park Traffic Master Plan” shall mean the *Bromley Park Traffic Master Plan* dated December, 1999, as may be amended from time to time.

“Bromley Park Water Master Plan” shall mean the *Bromley Park Water Master Plan* dated December, 1999, as the same may be amended from time to time.

“Comprehensive Plan” shall mean the *City of Brighton’s 2020 Comprehensive Land Use Plan*, dated June 9, 2009, as the same may be amended from time to time.

“Crossing” shall mean and refer to all bridges, culverts or other types of facilities or structures used to cross roadways, irrigation canals and laterals, drainage channels or storm drainage areas. For bridge construction, “crossing” will include that land and improvements between touchdown and touchdown.

“Fees” shall mean all of the fees lawfully assessed by the CITY in effect at the time of building permit issuance, together with other applicable fees, including but not limited to:

- Crossing Fee;
- District 27J Foundation Capital Facility Fee.
- Drainage Fee;
- Open Space/Park Land Dedication/Fee in Lieu;
- Neighborhood and Community Park Development Fees;
- School Land Dedication/Fee in Lieu;
- Stormwater Impact Fee;
- Traffic Impact Fee;
- Wastewater Plant Investment Fee;
- Water Plant Investment Fee; and
- Water Resource Fee.

“Highway 85 Access Master Plan” shall mean the *US 85 Access Control Plan I-76 to WCR 80* dated December, 1999, as the same may be amended from time to time.

“Park and Open Space Master Plan” shall mean the *City of Brighton Parks and Recreation Master Plan* dated February 12, 2008, as the same may be amended from time to time.

“Property”/”Annexed Area” shall mean the +/- \_\_\_ acres parcel of land more particularly described in Exhibit ‘A’ attached hereto and by this reference made a part hereof .

“Public Works Standards and Specifications” shall mean the *City of Brighton Department of Public Works Standards and Specifications Manual* dated September 3, 2002, as the same may be amended from time to time.

“Reimbursement Agreement” shall mean and refer to a written Agreement between ANNEXOR/DEVELOPER and certain benefited landowners wherein either party shall be obligated to rebate or shall have rebated to the other party certain moneys advanced and expended by either party for over sizing water and sewer lines, streets, drainage, crossings, and other public improvements and facilities to be used by, or which are a benefit to, other developers or landowners.

“Storm Drainage Improvements” shall mean any storm drainage technique or facility that retards or detains runoff, including but not limited to, detention ponds, retention ponds, channels or pipes.

“Transportation Master Plan” shall mean the *City of Brighton Transportation Master Plan* dated January 2002, as the same may be amended from time to time.

“Water and Sewer (Wastewater) Master Plan” shall mean the *City of Brighton Water and Wastewater Systems Master Plan* dated March 6, 2008, as the same may be amended from time to time.

Definitions for any term used herein and not defined above shall be as stated in *The Zoning Dictionary*, 1996, as the same may be amended from time to time, by Lehman & Associates.

**SECTION II**  
**STREETS**

- A. ANNEXOR/DEVELOPER shall dedicate, at no cost to the CITY, all rights-of-way for public streets, including but not limited to, local, collector, and arterial streets, including E-470 and interchanges, as shown on the CITY's Transportation Master Plan and/or the Bromley Park Traffic Master Plan as applicable, the Comprehensive Plan, and Public Works Standards and Specifications, as the same may be amended from time to time, in effect at the time of final plat approval for all or any portion of the Property, or earlier if so requested by the CITY, for commencement of construction of street improvements or for the extension of utilities. The specific rights-of-way to be dedicated by ANNEXOR/DEVELOPER are set forth in Exhibit 'F' attached hereto and by this reference made a part hereof.
- B. ANNEXOR/DEVELOPER shall design and construct to CITY standards all public streets within the Property. ANNEXOR/DEVELOPER shall participate in the costs of the improvements of perimeter streets according to the CITY-wide policy in effect at the time of building permit application. In no event shall building permits be issued for any structure accessing a street not so improved.
- C. Existing aboveground utilities located within future rights-of-way will be considered public improvements required by the CITY, and will be placed underground by the utility provider at no cost to ANNEXOR/DEVELOPER if such language is provided in standard utility franchise agreements, or otherwise permitted by law.
- D. Upon the approval and signing of a final plat for all or any portion of the Property, or sale of all or any portion of the Property by ANNEXOR/DEVELOPER to DEVELOPER or its assigns, or the commencement of any subdivision development work on the Property, whichever occurs earlier, ANNEXOR/DEVELOPER agrees to deed to the CITY the rights-of-way for streets as outlined in Exhibit 'F'.
- E. ANNEXOR/DEVELOPER agrees to convey to CITY temporary easements in gross adjoining all streets to provide necessary cut and fill to establish the grade on a one-foot incline for every three feet of distance. Said easements shall be released to ANNEXOR/DEVELOPER at such time as the adjacent Property is filled and maintained at grade.
- F. ANNEXOR/DEVELOPER shall pay for installation of streetlights, traffic and street signs and traffic control devices for all streets within the Property. ANNEXOR/DEVELOPER will escrow funds required for signalization of perimeter streets when needs meet the required warrants as reasonably determined by CITY, subject to reimbursement on an equitable pro rata basis by other landowners contributing to the warranting of such signals, such reimbursement to be provided for by separate agreement between ANNEXOR/DEVELOPER and CITY or ANNEXOR/DEVELOPER and the benefited landowners, as applicable.

- G. All streets on the exterior boundaries and all public and private streets within the Property shall be improved in conformance with CITY's Public Works Standards and Specifications, in effect at the time of building permit issuance.
- H. ANNEXOR/DEVELOPER agrees to provide or assign to CITY a warranty for all street improvements for a period of twelve (12) months from the date of conditional acceptance by the CITY of such improvements. Upon expiration of the warranty period, the CITY shall accept the streets, rights-of-way and medians for maintenance provided that such street improvements are in accordance with CITY's Public Works Standards and Specifications.
- I. ANNEXOR/DEVELOPER agrees to pay the applicable Traffic Impact Fee at the time of building permit issuance for all or any portion of the Property, in an amount as set forth in the CITY'S annual Fee Resolution in effect at the time of payment.
- J. All lighting for site and facilities for the property shall conform to CITY's Public Works Standards and Specifications, in effect at the time of building permit issuance.

### **SECTION III**

#### **WATER AND SEWER**

- A. ANNEXOR/DEVELOPER agrees to construct and install, all water and sewer lines within the Property or which otherwise serve the Property in full compliance with the City of Brighton Water and Wastewater Master Plans or the Bromley Park Water Master Plan and Bromley Park Sanitary Master Plan as applicable, requirements and the CITY'S Public Works Standards and Specifications. ANNEXOR/DEVELOPER agrees to dedicate all necessary unobstructed right-of-way for utility easements needed for water and sewer lines to serve the Property, or for transmission through the Property. Such easements shall be not less than twenty feet (20') in width for a sanitary sewer or water line and not less than twenty-six feet (26') in width when a parallel water and sewer line must be installed. Additional easement width may be required for large or very deep infrastructure.
- B. Subject to "A" above, upon ANNEXOR/DEVELOPER giving CITY one hundred twenty days (120) prior notice of its need for water and sewer service and submitting its plan for development and its timetable of development concurrently with said 120 days written notice, CITY agrees to provide water and sewer service at a point more particularly described in Exhibit 'E' attached hereto and incorporated herein by this reference.
- C. When the ANNEXOR/DEVELOPER completes construction of the sewer and water lines according to "A" above, pays the applicable fees, dedicates required water rights, dedicates the applicable rights of way for easements, and meets all CITY standards and regulations, the CITY shall provide water and sewer service to the Property within five (5) business days after written verification of need by the ANNEXOR/DEVELOPER as required for development of the Property. However, no building permit shall be issued until all such lines are installed and accepted by CITY, or until ANNEXOR/DEVELOPER has provided a performance bond in an amount adequate to fully install such lines.

- D. ANNEXOR/DEVELOPER shall pay all fees and charges related to the provision of water and sewer service.

ANNEXOR/DEVELOPER shall satisfy the Water Resource Fee by the dedication of water as delineated in Resolution No. 01-160, as may be amended from time to time, or by other approved water resources meeting acceptable criteria as may be determined by the Department of Utilities. Once water dedication is completed, payment of the then applicable “with water rights” Plant Investment Fee as adopted by City Council will be permitted. All water shares associated with the annexed property shall be dedicated to the CITY at the time of approval and signing of a final plat for all or any portion of the Property.

Water dedication requirements shall be calculated according to applicable Water Dedication Worksheets whose form is delineated in Resolution No. 01-160 and as prepared by the Department of Utilities.

As a condition of the transfer of any ditch water to the CITY, the property owner from whence the water shares came shall complete to the satisfaction of the CITY, a Dry-Up Covenant, a template of which is attached hereto as Exhibit “D”. The ANNEXOR/DEVELOPER shall provide the Covenant, as executed by the owner of the property from whence the water shares came, at the time of approval and signing of a final plat for all or any portion of the Property. Said Covenant shall be recorded in the appropriate county offices and shall be a part of the corresponding development or subdivision improvement agreement.

Sanitary sewer fees shall be paid in accordance with then applicable Plant Investment Fees for CITY’s Metro Wastewater and Reclamation District Basin. The CITY shall also be entitled to charge monthly user fees for the provision of water and sewer services to the Property.

- E. There shall be no duty or obligation upon CITY to furnish water and/or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of CITY, such services for water and/or sanitary sewer can be economically and reasonably installed, so as to provide services to a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the CITY.
- F. The ANNEXOR/DEVELOPER agrees that the availability of water and/or sanitary sewer service anticipated by this Agreement is subject to any water and/or sewer tap allocation program, water management program, water conservation program or similar program of the CITY, and is subject to any other general restriction of the CITY, relating to the provision of water and/or sanitary sewer service.
- G. Within 30 days of final approval of the annexation ordinance for the Property, the ANNEXOR/DEVELOPER shall transfer by special warranty deed any rights it has to all water aquifers, sometimes called deep well aquifers, underlying the full area of the

ANNEXOR/DEVELOPER's Property, together with all nontributary and not-nontributary water, and all rights thereto, as may be contained in said aquifers or elsewhere under ANNEXOR/DEVELOPER's Property. The aquifers to be included in the special warranty deed are the Dawson, Denver, Arapahoe, Laramie-Fox Hills and Dakota aquifers. The special warranty deed shall warrant title to the nontributary and not-nontributary water in perpetuity. The special warranty deed shall, in addition to standard warranties of a deed of this type, specifically warrant that the ANNEXOR/DEVELOPER (Grantor) has not divested itself of the subject aquifers, nor of any of the nontributary or not-nontributary waters underlying the Property, or the rights thereto, including the right to withdraw or use all or any portion of said nontributary or not-nontributary water, prior to their conveyance to CITY. If the ANNEXOR/DEVELOPER is unable to provide such a special warranty deed because it has previously conveyed or transferred all or any portion of said aquifers, nontributary or not-nontributary water, or the rights thereto, or if the CITY determines the ANNEXOR/DEVELOPER has or will knowingly violate the terms of the special warranty deed, ANNEXOR/DEVELOPER agrees to pay a pro rata amount calculated by determining the ratio of water from the aquifers which could be conveyed to the amount of water from the aquifers which is unavailable for conveyance to the CITY.

- H. The ANNEXOR/DEVELOPER grants in perpetuity to the CITY the sole and exclusive right to withdraw, appropriate, and use any and all groundwater within the Dawson, Denver, Arapahoe, Laramie-Fox Hills and Dakota aquifers, and the South Platte River and South Beebe Draw alluviums underlying the Property. The ANNEXOR/DEVELOPER irrevocably consents in perpetuity, on behalf of itself and any and all successors in title pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use by the CITY of all such groundwater, and agrees to execute any additional or supplemental consents thereto that may be required for the CITY to withdraw, appropriate, or use said groundwater.
- I. If the CITY has adopted a non-potable water policy in effect at the time of final plat approval for all or any portion of the Property, the ANNEXOR/DEVELOPER agrees to abide by such policy and incorporate the same into the corresponding development or subdivision improvement agreement, in order to provide non-potable water for outdoor uses within the Property included in the final plats.

#### **SECTION IV**

#### **STORM DRAINAGE**

- A. Storm drainage improvements shall be designed, constructed and installed by ANNEXOR/DEVELOPER in full conformity with the storm drainage regulations of the CITY and in conformity with the adopted Brighton Watershed Outfall Systems Plan (1999), the City's Storm Drainage Master Plan, or Bromley Park Drainage Master Plan, Article 17-40 of the Brighton Municipal Code, and/or other related master plans or City ordinances addressing drainage, as applicable.

- B. ANNEXOR/DEVELOPER agrees to dedicate all necessary rights-of-way and/or easements for storm sewers and other storm drainage facilities that serve the area being annexed or for transmission through the area as may be required for planned regional drainageways. The easements shall be of sufficient width to pass at least the one hundred (100) year-storm in the fully developed state of the annexed property and any planned regional drainageways, plus sufficient width for maintenance vehicle access in said drainage facilities, in conformity with the CITY's approved plans. Such dedication of storm sewer rights-of-way shall occur at the time of final subdivision platting. ANNEXOR/DEVELOPER agrees to dedicate, without cost to the CITY, such rights-of-way at an earlier time when determined by CITY to be required for commencement of construction of such facilities or for extension of utilities.
  
- C. ANNEXOR/DEVELOPER must provide an approved drainage plan meeting City Standards and Specifications at the time of final platting for the entire annexed Property. In the event the ANNEXOR/DEVELOPER fails or refuses to provide a final drainage plan prior to final plat, such failure or refusal shall be deemed sufficient justification for CITY to refuse to approve any development plan, building permit, or final plat. Under such circumstances the ANNEXOR/DEVELOPER for themselves, their successors and assigns, hereby waive any right or equitable claims they may have against the CITY, its officers, agents, employees and elected officials, for failure to approve any such development plan, or building permit or final plat. Such waiver shall include any rights that may accrue to the ANNEXOR/DEVELOPER under any Colorado statute, which requires action on a final plat within a specified period of time.
  
- D. The storm drainage improvements shall be constructed at ANNEXOR/DEVELOPER's expense concurrently with development of the annexed area and in a manner that will eliminate flooding in said developed area. The storm drainage shall be of sufficient width to pass drainage from all tributary areas in a developed state. Storm drainage easements shall, wherever possible, conform to street patterns. ANNEXOR/DEVELOPER agrees to pay to the CITY appropriate Storm Drainage Impact Fees and monthly stormwater fees, as established by the CITY, in the amount as set forth in the CITY's Annual Fee Resolution in effect at the time of building permit issuance.

## **SECTION V**

### **CROSSINGS**

- A. The parties mutually agree that crossings may be required on certain roadways within the boundaries of the Property, as required by CITY's Transportation Master Plan or the Bromley Park Traffic Master Plan as applicable and Public Works Standards and Specifications Manual. ANNEXOR/DEVELOPER shall pay the total cost of all crossings within the boundaries of the Property. ANNEXOR/DEVELOPER shall also dedicate to the CITY any land required for the construction of said crossings.
  
- B. The parties agree that if a crossing is required on the exterior boundary of the Property, ANNEXOR/DEVELOPER shall be responsible for one-half (1/2) of the construction costs for said crossing. If the annexed area does not extend the full length of a major arterial on the exterior boundary, then the ANNEXOR/DEVELOPER shall be responsible for a



proportionate share of the costs of the crossing structure, as determined by the Director of Streets and Fleet.

- C. All crossings shall be constructed in accordance with the requirements of the development and/or subdivision improvement agreement for the Property.

## SECTION VI

### PUBLIC LAND DEDICATION

- A. At the time of approval of a final plat for all or any portion of the Property, ANNEXOR/DEVELOPER shall dedicate to the CITY certain lands to be used for public purposes. At the sole discretion of the CITY, and when it is determined to be in the best interests of the CITY to do so, the CITY may permit the ANNEXOR/DEVELOPER to pay a fee in lieu of said land dedication or to dedicate land off site for public purposes. Lands dedicated for public purposes shall be acceptable to CITY and shall be platted by ANNEXOR/DEVELOPER in accordance with the CITY's Subdivision Regulations. ANNEXOR/DEVELOPER agrees that if between the time of annexation and subdividing, any of the Property is rezoned from a nonresidential to a residential classification, or a residentially-zoned area is rezoned to a higher density, additional land dedications may be required at the time of final plat approval.
- B. ANNEXOR/DEVELOPER agrees that lands to be dedicated for public purposes shall include all site and public improvements, including but not limited to, water, sewer, drainage, curb, gutter, streets and sidewalks, at the time of conveyance. No lands to be dedicated for public purposes shall be disturbed by ANNEXOR/DEVELOPER in any manner to disrupt the natural landscape, unless first approved in writing by the CITY. ANNEXOR/DEVELOPER agrees that all lands dedicated to the CITY shall not be used as a cut or fill area by the ANNEXOR/DEVELOPER.
- C. The ANNEXOR/DEVELOPER agrees to provide to the appropriate school district information regarding the projected number of school children to be generated by the proposed annexation, using the density factors supplied by the school district; the location of schools for said children, existing and proposed; the estimated assessed valuation tax yield for schools; and a comparison of the operating expense and cost to be experienced by the school district for accommodating said additional school population.
- D. ANNEXOR/DEVELOPER shall dedicate land required for schools or pay a fee in lieu of land dedication as required in the *Intergovernmental Agreement Concerning Fair Contribution for School Sites* between the City of Brighton and the Brighton 27J School District, and the *Methodology to Determine Fair Contribution for Public School Sites*, dated October 20, 2009 as same may be amended from time to time, the terms of which are incorporated herein by this reference.

- E. ANNEXOR/DEVELOPER agrees to execute a *Participant Agreement* with Brighton School District 27J and the Brighton School District Capital Facility Fee Foundation for payment of the applicable Capital Facility Fee in effect at the time payment is due.
- F. ANNEXOR/DEVELOPER shall dedicate land required for parks and open space or make payment of fee in lieu of land dedication as required for all new subdivisions in full conformity with CITY ordinances and regulations, including, but not limited to, Ordinance No. 1626 *Residential Design Standards*, as the same may be amended from time to time.
- G. ANNEXOR/DEVELOPER agrees to pay to CITY at time of building permit application a per-dwelling-unit Community Park Development Fee and Neighborhood Park Development Fee in the amounts in effect at the time payment is due.

**SECTION VII**  
**ZONING AND DESIGN**

- A. ANNEXOR/DEVELOPER agrees to develop the Property according to the Brighton Comprehensive Land Use Plan, the City of Brighton Zoning Ordinance, the City of Brighton Subdivision Regulations and all other regulations and administrative policies of the CITY. ANNEXOR/DEVELOPER will be requesting that the Property be re-zoned to a preliminary zoning designation in accordance with the type, nature, and extent of the land uses identified in the Comprehensive Plan. See Special Provisions under Exhibit ‘E’.
- B. Final approval of the zoning of the Property by City Council must occur before any land may be platted. However, zoning and subdivision applications or a PUD application for all or any portion of the Property may be submitted to and processed simultaneously by the CITY. The present non-intensive, agricultural use of the land shall be maintained by the ANNEXOR/DEVELOPER and allowed by the CITY until the Property is zoned and development begins.

**SECTION VIII**  
**PUBLIC FACILITY EXTENSION**

- A. Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be achieved according to a reimbursement agreement whereby owner(s) of lands abutting or benefited by such facilities or improvements shall reimburse the ANNEXOR/DEVELOPER for their proportionate share of ANNEXOR/DEVELOPER’S costs to extend public facilities which benefit such intervening lands. ANNEXOR/DEVELOPER and/or assigns assumes sole responsibility for the administration and collection of any and all moneys payable under such reimbursement agreements, unless otherwise set forth in the reimbursement agreement; provided, however, that the CITY agrees

that it shall not approve a final plat, or issue building permits for intervening lands subject to such reimbursement agreements until all reimbursements due and owing hereunder are paid in full.

**SECTION IX**  
**GENERAL PROVISIONS**

- A. THIS AGREEMENT shall be recorded with the Clerk and Recorder in Adams County, Colorado, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.
- B. Nothing contained in this AGREEMENT shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of CITY'S legislative, governmental or police powers to promote and protect the health, safety or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by CITY of any fee which is of uniform or general application.
- C. No right or remedy of disconnection of the described Property from the CITY shall accrue from this Agreement, other than that provided by Colorado Revised Statutes Section 31-12-119, Section 31-12-501 or other applicable state law. In the event the Property or any portion thereof is disconnected at ANNEXOR/DEVELOPER'S request, CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property. In the event the Property or any portion thereof is disconnected at ANNEXOR/DEVELOPER's request, CITY shall have no further obligation to continue to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.
- D. If the annexation of the Property or any portion thereof is voided by initiative, referendum or the final action of any court, CITY agrees to cooperate with ANNEXOR/DEVELOPER to continue providing water and sewer service to the Property disconnected. CITY and ANNEXOR/DEVELOPER agree to jointly pursue all reasonable methods to continue such service, including but not limited to extra-territorial water and sewer contracts. Such agreement to cooperate shall not constitute a legal obligation on the part of CITY to continue service.
- E. It is understood and agreed to by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- F. All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein.

- G. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.
- H. ANNEXOR/DEVELOPER agrees to develop the Property in conformance with any and all City Regulations, as outlined in Chapter 17 of the City's Municipal Code and/or Ordinances, as the same may be subsequently amended from time to time, including, but not limited to: Ordinance #1650, the Zone District Regulations; Ordinance #1620, the RPGS; and Ordinance #1664, the amended RPGS , and Ordinance #1626, the Residential Design Standards; Ordinance #1820, the Commercial Design Standards: and the Public Works Design and Construction Standards and Specifications Manual, current edition.

**[Signature Pages Follow This Page]**



CITY OF BRIGHTON, COLORADO

By: \_\_\_\_\_  
Richard N. McLean, Mayor

ATTEST:

\_\_\_\_\_  
Natalie Hoel, Acting City Clerk

Approved as to Form:

\_\_\_\_\_  
Margaret R. Brubaker, City Attorney

**EXHIBIT 'A': Legal Description of Property**

**EXHIBIT 'B': Consent of Developer to Annexation Agreement**

**EXHIBIT 'C': Special Warranty Deed**

**EXHIBIT 'D': Dry Up Covenant**

**EXHIBIT 'E': Special Provisions**

# EXHIBIT 'A' LEGAL DESCRIPTION

## NORTH STAR ANNEXATION MAP TO THE CITY OF BRIGHTON, COLORADO A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH P.M. COUNTY OF ADAMS, STATE OF COLORADO

**LEGAL DESCRIPTION OF LAND TO BE ANNEXED:**

**PARCEL ONE**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°48'26"E, A DISTANCE OF 2637.19 FEET; THENCE S00°18'18"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 759.86 FEET TO THE POINT OF BEGINNING;

THENCE N89°48'26"E A DISTANCE OF 551.78 FEET TO A POINT ON THE WEST LINE OF TRACT B, BROMLEY PARK FILING NO. 5, FILED AT RECEPTION NO. C0655375, FILE 16, MAP 199 ON MARCH 31, 2000 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; THENCE S00°18'18"E, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 120.00 FEET TO A POINT ON THE NORTH LINE OF TRACT A OF SAID BROMLEY PARK FILING NO. 5; THENCE S89°48'26"W ALONG THE NORTH LINE OF SAID TRACT A AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 500.76 FEET; THENCE NORTH°18'18"W, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO

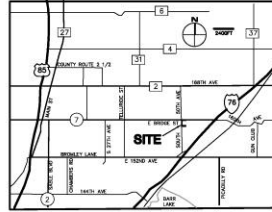
SAID PARCEL CONTAINS 68,972 SQUARE FEET, 1.583 ACRES, MORE OR LESS.

**PARCEL TWO**

A PARCEL OF LAND BEING A PORTION OF THE PUBLIC RIGHT OF WAY IN SOUTH 50TH AVENUE AND THE PUBLIC RIGHT OF WAY IN COLORADO STATE HIGHWAY NO. 7 (BRIDGE STREETS), SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE N89°48'26"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 551.78 FEET; THENCE S00°18'18"E A DISTANCE OF 50.02 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED AT RECEPTION NO. C0884086 FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON JUNE 14, 2002; SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT A, BROMLEY PARK FILING NO. 5, FILED AT RECEPTION NO. C0655375, FILE 16, MAP 199 ON MARCH 31, 2000 IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE; THENCE S89°48'26"W ALONG THE NORTH LINE OF THE LANDS DESCRIBED AT SAID RECEPTION NO. C0884086, SAID LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF SAID COLORADO STATE HIGHWAY NO. 7, A DISTANCE OF 521.78 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED AT SAID RECEPTION NO. C0884086; THENCE S00°18'18"E ALONG THE WEST LINE OF THE LANDS DESCRIBED AT SAID RECEPTION NO. C0884086, SAID LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF SAID SOUTH 50TH AVENUE, A DISTANCE OF 709.86 FEET; THENCE S89°48'26"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE NORTH°18'18"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 759.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 488,892 SQUARE FEET, 1.122 ACRES, MORE OR LESS.



**VICINITY MAP**

**SURVEYOR'S CERTIFICATE**

I, DONALD L. LAMBERT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE-SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA TO BE ANNEXED TO THE CITY OF BRIGHTON, COLORADO IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY.

DONALD L. LAMBERT, PLS 30830 DATE \_\_\_\_\_  
FOR AND ON BEHALF OF Esi land surveying, llc

**NOTES**

1.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

**CERTIFICATE OF THE CITY COUNCIL**

THIS IS TO CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2015.

\_\_\_\_\_  
MAYOR ATTEST: CITY CLERK

**CLERK AND RECORDER**

ACCEPTED FOR FILING IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
CLERK AND RECORDER

\_\_\_\_\_  
RECEPTION NO.

**TOTAL PERIMETER OF LAND : 3916.86 FEET  
TO BE ANNEXED**

**TOTAL BOUNDARY PERIMETER : 3916.86 FEET  
CONTIGUOUS WITH THE  
BRIGHTON CITY LIMITS**

FILED: 2015 JUN 15 10:41 AM AT THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, 1000 11TH AVENUE, BRIGHTON, CO 80113

NO.	DATE	DESCRIPTION	BY
3	6/16/15	UPDATE DRAWING	DLL
2	7/28/14	CITY COMMENTS	DLL
1	6/26/13	FIRST SUBMITTAL	DLL

**Esi land surveying, llc**  
3531 S. Logan St. 303-540-0113  
Unit D-324  
Brighton, CO 80113

**ANNEXATION MAP**  
STATED IN  
THE NW 1/4 SEC. 11, TOWNSHIP 1 SOUTH,  
RANGE 66 WEST OF THE SIXTH P.M.  
ADAMS COUNTY, COLORADO

FORM NO. 13-18G 1 OF 2



**NORTH STAR ANNEXATION MAP  
TO THE CITY OF BRIGHTON, COLORADO**  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 11,  
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE SIXTH P.M.  
COUNTY OF ADAMS, STATE OF COLORADO



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°48'26"E	38.00

**LEGEND**

- BOUNDARY OF LAND TO BE ANNEXED.
- BRIGHTON CITY LIMITS.

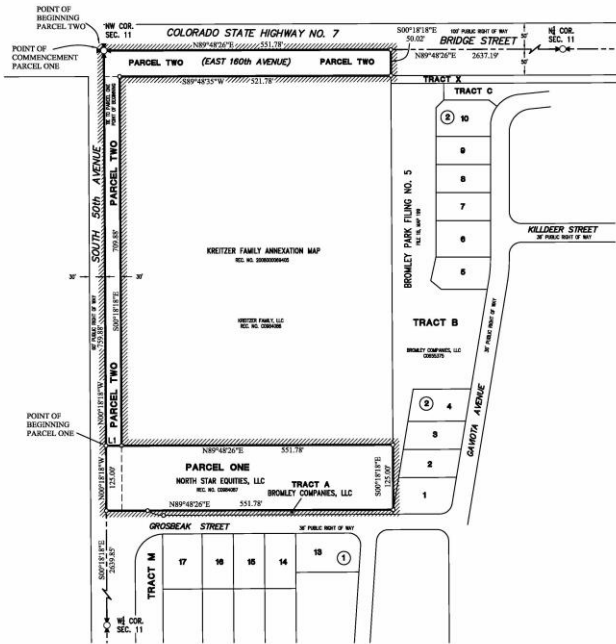
NO.	DATE	DESCRIPTION	BY
3	5/26/15	UPDATE DRAWING	ELL
2	3/24/14	CITY COMMENTS	ELL
1	1/20/13	FIELD SURVEY	ELL

**Esiland surveying, llc**

3531 S. Logan St. 303-346-0113  
Unit D-324  
Englewood, CO 80113

**ANNEXATION MAP**  
SITUATED IN  
THE NW 1/4 SEC. 11, TOWNSHIP 1 SOUTH,  
RANGE 66 WEST OF THE SIXTH P.M.  
ADAMS COUNTY, COLORADO

DATE	DATE	DATE
1.3-189		2 OF 2



P.L.S. PROJECT: 14 North Star at Bromley Park Subdivision - Annexation Map - Adams County, NEB. 2015.05.15 - 5/15/2015 - 10:00 AM - PLOT

**EXHIBIT 'B'**  
**AGREEMENT OF DEVELOPERS TO BE BOUND BY**  
**ANNEXATION AGREEMENT**

\_\_\_\_\_ AND \_\_\_\_\_, AS THE PURCHASERS UNDER CONTRACT WITH \_\_\_\_\_ TO PURCHASE THE Property described herein, hereby acknowledge and agree that, upon purchase of the Property, they are and shall be subject to all of the provisions of this Annexation Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_  
By: Theodore R. Shipman, Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT 'C'**

**TEMPLATE ONLY — ORIGINAL DEED TO BE RECORDED SEPARATELY AT TIME OF ANNEXATION WITH THIS AGREEMENT AND ANNEXATION MAP**

**SPECIAL WARRANTY DEED**

\_\_\_\_\_, whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_, County of Adams and State of Colorado, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, and which consideration includes the City of Brighton’s willingness to enter into an agreement with Grantor entitled (*name of annexation agreement*), dated \_\_\_\_\_, and in accordance with the requirements of that agreement, hereby sells and conveys to the City of Brighton, whose address is 500 South 4<sup>th</sup> Avenue, City of Brighton, County of Adams and State of Colorado, the following property in the County of \_\_\_\_\_ and State of Colorado, to wit:

The rights to all water aquifers, sometimes called deep well aquifers, containing nontributary and/or not nontributary ground water, as those terms are defined in Sections 37-90-103(10.5) and 37-90-103(10.7), Colorado Revised Statutes, or any successor or amended statutory provisions defining such groundwater, together with all such nontributary and not nontributary water as may be contained in the said aquifers or elsewhere within the boundaries of the real property described on Exhibit ‘A’ hereof, which exhibit is incorporated fully herein by this reference, being \_\_\_\_\_ acres, more or less. The aquifers referenced herein include the Dawson, Denver, Arapahoe, Laramie-Fox Hills and Dakota.

Grantor hereby irrevocably consents, in perpetuity, for and on behalf of itself and any and all successors in title, to the withdrawal of all of the above-described nontributary or not nontributary ground water by the City of Brighton or its successors or assigns, and warrants the title of all that is conveyed by this deed against all persons claiming under the Grantor. Grantor further warrants that it has not divested itself of all or any portion of the aquifers described herein, nor of any of the nontributary or not nontributary ground water that may underlie the land described in Exhibit ‘A’, nor has it previously conveyed or transferred to any other person or entity all or any portion of said aquifers, nontributary or not nontributary ground water, or the rights to withdraw such ground water. Grantor further agrees to warrant and forever defend the rights to all of the aquifers described herein, and the right to withdraw nontributary and not nontributary ground water there from, as the same underlie the property described in Exhibit ‘A’, which aquifers and rights are hereby conveyed to the City of Brighton, against all and every person claiming the whole or any part thereof by or through the Grantor.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

By: Theodore R. Shipman, Manager

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT 'D'**

**TEMPLATE LANGUAGE ONLY FOR TIME OF PLATTING AS NECESSARY – NOT TO BE SIGNED WITH THIS AGREEMENT**

**RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT;  
WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT;  
AND AGREEMENT TO ASSIST**

THIS COVENANT, Agreement, Warranty and Easement are made and given this \_\_\_\_\_ by \_\_\_\_\_, Adams County, Colorado (hereinafter all referred to as "Owner"), and accepted by the City of Brighton, a municipal corporation of the County of Adams, State of Colorado (hereinafter "Brighton") on the \_\_\_\_\_.

Owner and/or Owner's assigns entered into an agreement with Brighton dated \_\_\_\_\_ whereby Owner and/or Owner's assigns agreed to transfer, and Brighton agreed to accept \_\_\_\_\_ share(s) of the Capital Stock of the \_\_\_\_\_ represented by stock certificate number(s) #'s \_\_\_\_\_ (the "Water Rights"). The Owner acknowledges Owner's understanding that the Water Rights are intended to be utilized by Brighton for municipal water uses, and/or for augmentation or exchange purchases, and that in order to effect such uses, the Water Rights will need to be changed in an appropriate proceeding before the District Court, Water Division No. 1, State of Colorado (hereinafter "Water Court") from irrigation to municipal, augmentation and/or exchange purposes.

The Water Rights have historically been used for the irrigation of lands owned by the Owner located in Adams County, Colorado. A description of the property where such irrigation use has historically occurred is attached to this covenant as Exhibit A, and is incorporated fully into this covenant by this reference. Owner further understands that the Water Court may require, as a term and condition of such change, that the lands historically irrigated as described in Exhibit A must be dried up and not further irrigated as a term and condition of allowing such change.

THEREFORE, in consideration of the willingness of Brighton to accept the Water Rights, and the making of such acceptance, as well as other good and valuable consideration, receipt of which is hereby acknowledged by Owner, Owner covenants and agrees as follows:

1. From and after the date hereof, except as may be otherwise allowed or required by this document, neither the Water Rights nor any other water shall be used in connection with the property described in Exhibit A without the written consent of Brighton, or its successors or assigns, having been first obtained, which consent may be withheld in Brighton's sole discretion.
2. Owner shall take any action necessary to eliminate any consumptive use of water for irrigation purposes on the property described in Exhibit A (the "land") as may be determined and/or required by the Water Court or other court or tribunal of competent jurisdiction in the judgment and decree entered in any case involving the change or exchange of any of the Water Rights, or by the State Engineer, State of Colorado, in any approval by his office of a substitute

water supply plan entered pursuant to the provisions of Section 37-92-308, Colorado Revised Statutes, as the same may be amended or replaced, during the duration of such plan.

3. Owner hereby grants to Brighton a non-exclusive perpetual easement for the purpose of access to and over the land as may be necessary to take actions to effectuate and enforce this covenant, including but not limited to the conducting of any monitoring or testing activity that may be required by the State Engineer or by any court or tribunal of competent jurisdiction to enforce this covenant or that may be a pre-condition for changing the Water Rights.

4. Unless otherwise required by any decree changing the Water Rights, or allowing such rights to be exchanged, or by the conditions of any substitute water supply plan as may be approved by the State Engineer, this covenant shall not prohibit the Owner or Owner's successors and assigns from irrigating the land with water rights which may in the future be transferred to such land and for such use through an appropriate Water Court proceeding, irrigating the land with water from a well or wells to be constructed in the future that are authorized to pump pursuant to a Water Court-approved plan for augmentation, irrigating the land with water that is not tributary to the South Platte River, to include not-tributary water that is duly augmented, or irrigating the land with treated water supplied by a municipality or a water district.

5. Notwithstanding the provisions of paragraph 4 hereof, the land shall not be planted with, nor have upon it, any alfalfa or similar deep rooted crop, and any alfalfa or similar deep rooted crop presently existing, or which may exist in the future, shall be eradicated by Owner by deep tilling, chemical treatment or other means, unless otherwise allowed by Brighton in a signed writing..

6. This covenant shall burden, attach to and run with the property described in Exhibit A, and shall be binding not only upon the Owner, but also upon Owner's heirs, successors and assigns and any other persons or entities which may acquire an ownership or leasehold interest in all or any portion of the property described in Exhibit A. This covenant shall also run with and benefit the Water Rights. The terms and provisions of this covenant shall not expire and shall be perpetual unless specifically released in writing by Brighton or its successors and assigns. This covenant may be enforced by Brighton or by any party having any right, title or interest in the Water Rights or by the State Engineer of the State of Colorado, at any time in any action at law or in equity.

7. Owner further warrants and represents that this covenant shall entitle Brighton to the first and prior right to claim credit for the dry-up or nonirrigation of the property described in Exhibit A, and agrees to provide Brighton with all assistance Brighton may reasonably require in regard to the above-referenced change of the Water Rights, including but not limited to the provision of testimony before the Water Court in any proceeding involving such change.

8. Owner agrees that it will at its sole expense take all steps necessary to accomplish the full and complete establishment of a self-sustaining dry land vegetative ground cover on all of the land within two years from the date of this covenant, and Owner shall thereafter cease all

irrigation on such land unless and until a court decree, as referenced in paragraph 4 above, may be duly entered, and then irrigation shall be allowable only to the extent authorized in said paragraph 4. Provided, however, that Brighton may, in its sole discretion, agree in writing with the Owner to a modification of the conditions of this covenant to allow other irrigation practices, or to authorize the use of the lands that were historically irrigated for dry land agricultural practices. Further, Brighton may agree in writing that the need to establish a dry land vegetative ground cover on the historically irrigated lands is unnecessary since such lands have been developed, or the use of such lands has been otherwise so changed that future irrigation as historically occurred will no longer be possible. Any such future agreement shall be recorded in the official records of the County of **Adams** at Owner's expense. Owner further covenants and agrees that it will at its sole expense also take all steps necessary to accomplish revegetation of such lands, or otherwise eliminate irrigation, as may be required by court order or decree in the Water Court proceeding, if such requirements are different from what is required in this paragraph 8. If Owner should fail or refuse to do so, then Brighton shall have the right to come upon the land and take all measures to accomplish the required revegetation or other requirements imposed by the Water Court, and Owner shall reimburse Brighton fully for its costs and expenses in so doing. Owner further agrees that it will not take any actions that would violate such court order or decree. Brighton further agrees to duly record any final decree of District Court, Water Division 1, State of Colorado, or of any other entity or court with the authority to do so, approving the change of the Water Rights to municipal and other uses, at Brighton's expense and promptly upon its entry, in the County of **Adams**.

[Signatures begin on the following page]

OWNER

\_\_\_\_\_  
Theodore R. Shipman, Manager  
North Star Equities, LLC

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Accepted for and on behalf of BRIGHTON:

\_\_\_\_\_  
Title:

Date: \_\_\_\_\_, 20\_\_.



**EXHIBIT 'E'**  
**SPECIAL PROVISIONS**

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THE CERTAIN NORTH STAR ANNEXATION AGREEMENT BETWEEN THE CITY OF BRIGHTON, COLORADO AND ANNEXOR/DEVELOPER. SHOULD THERE BE ANY CONFLICT BETWEEN THE PROVISIONS OF THE ANNEXATION AGREEMENT AND THIS EXHIBIT 'E', THE PROVISIONS OF THIS EXHIBIT 'E' SHALL CONTROL.

**1. Rights-of-Way Dedication and Construction**

- A. South 50<sup>th</sup> Avenue.** South 50<sup>th</sup> Avenue, adjacent to the Property, is designated as a minor arterial street by the City of Brighton. ANNEXOR/DEVELOPER agrees to dedicate to the City of Brighton, with the Final Plat, or at the time of final platting by other instrument of conveyance as determined by the City, twenty-five (25) feet of right of way required for South 50<sup>th</sup> Avenue as a minor arterial street, to wit: as measured from the center line of the existing right-of-way, the ANNEXOR/DEVELOPER shall dedicate a fifty-five (55) foot wide right of way along the entire western boundary of the Property. A fifty-five (55) foot radius shall be provided at the intersection and tangent to South 50<sup>th</sup> Avenue and Grosbeak Street. Additional dedication may be required and will be determined at time of final plat.
  - B. Construction Requirements.** ANNEXOR/DEVELOPER has designed and constructed South 50<sup>th</sup> Avenue to its ultimate condition as a minor arterial consistent with City approved plans.
  - C. Any Development Agreement for this property shall include the following requirements: garages shall be set back at least 50 feet from the front property lines, and Developer shall at its expense complete the improvements listed in Schedule B of the Development Agreement. Developer shall be obligated to construct additional public improvements only as stated in Schedule B of the Development Agreement.**
  - D.**
- 2. Water and Sewer Service/Connection.** CITY agrees to provide water and sanitary sewer service at a point along the southern boundary of the Property. ANNEXOR/DEVELOPER assumes the sole responsibility for the construction of, and the connection to, all water, storm water and sanitary sewer facilities necessary to serve the Property, and all costs associated therewith.
- 3. Zoning.** Proposed zoning for the Property is Planned Unit Development (PUD). ANNEXOR/DEVELOPER acknowledges and agrees that the approval of zoning for the Property is a separate and distinct procedure governed by the Land Use Code of the City and that this Agreement does not approve or otherwise guarantee how the subject Property will be zoned. Further, the ANNEXOR/DEVELOPER acknowledges and

agrees that in no event shall mobile home, heavy industrial, or mineral extraction zone districts or uses be considered appropriate for this Property. ANNEXOR/DEVELOPER further acknowledges the requirement that all development upon and within the Property boundary shall comply with the City of Brighton Commercial Design Standards, Mixed Use Design Standards, and Residential Design Standards, as the same may be amended, and in effect at the time of construction.

**4. Applicable Master Plans to this Annexation.**

**A. Drainage.** (check one)

- Brighton Watershed Outfall Systems Plan (OSP)
- Bromley Park Drainage Master Plan

**B. Water and Wastewater.** (check one)

- Water and Wastewater Systems Master Plan
- Bromley Park Water Master Plan and Bromley Park Sanitary Master Plan

**C. Transportation.** (check one)

- Transportation Master Plan
- Bromley Park Traffic Master Plan