

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Brighton City Clerk**

THIS SPACE FOR RECORDER'S USE ONLY

**ANNEXATION AGREEMENT
GREIN PROPERTY NO. 2**

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____ 202_, by and between (1) Ivan E. Grein Living Trust dated November 8, 1997 as to Parcels 1 and 2 on Exhibit A attached hereto; (2) CC Realty, LLC, a Colorado limited liability company as to Parcels 3 and 4 on Exhibit A attached hereto (collectively, "ANNEXOR"), and (3) the CITY OF BRIGHTON, COLORADO, a home rule municipality of the County of Adams, State of Colorado ("CITY").

WITNESSETH:

WHEREAS, ANNEXOR is the owner of an approximately 88.303-acre parcel of land, more particularly described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, ANNEXOR has filed a Petition for Annexation to the CITY of the unincorporated lands described in Exhibit A (the "Property"); and

WHEREAS, due to the need to reach agreement relating to the nature of the development application submitted in connection with the annexation, the parties agree that it is desirable to address certain development issues in this Agreement, with the understanding that a detailed Development or Subdivision Agreement between the ANNEXOR of the Property and the CITY will be required in connection with the platting of 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

“Annexed Area” – see “Property.”

“ANNEXOR” as used in this Agreement shall mean (1) Ivan E. Grein Living Trust dated November 8, 1997 as to Parcels 1 and 2 on Exhibit A attached hereto; and (2) CC Realty, LLC, a Colorado limited liability company as to Parcels 3 and 4 on Exhibit A attached hereto, or their respective successors in interest, assigns, and designees.

“Brighton Watershed Outfall Systems Plan” 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.

“Comprehensive Plan” shall mean the *Be Brighton Comprehensive Plan Update*, dated March 22, 2016, 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;
- Storm Drainage Impact Fee;
- Traffic Impact Fee;
- Wastewater Plant Investment Fee;
- Wastewater Connection Fee;
- Wastewater Connection Inspection Fee;
- Water Plant Investment (Impact) Fee;
- Water Meter Fee;
- Water Meter Inspection 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 May 2021, as the same may be amended from time to time.

“Property” shall mean the +/- 88.303-acre 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 May 20, 2016, as the same may be amended from time to time.

“Reimbursement Agreement” shall mean and refer to a written Agreement between ANNEXOR 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 oversizing 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 *Brighton Transportation Master Plan*, dated March 1, 2016, as the same may be amended from time to time.

“Urban Renewal Plan” shall mean the *Urban Renewal Plan* approved and adopted by the City Council of the City of Brighton on April 16, 2002, by Ordinance No. 1740, pursuant to the provisions of the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 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 as in the version in effect at the time the agreement is executed in *The Zoning Dictionary* by Lehman & Associates.

SECTION II STREETS

A. ANNEXOR 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 are set forth in Exhibit C attached hereto and by this reference made a part hereof.

- B. ANNEXOR shall design and construct to CITY standards all public streets within the Property. ANNEXOR shall participate in the costs of the improvements of perimeter streets according to the CITY-wide policy in effect at the time of permit application. In no event shall building permits be issued for any structure accessing a street not so improved.
- C. Existing above-ground 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 the sole cost to ANNEXOR.
- D. Upon the approval and signing of a final plat for all or any portion of the Property, or the commencement of any subdivision development work on the Property, whichever occurs earlier (the "EXHIBIT C EFFECTIVE DATE"), ANNEXOR agrees to convey in a form acceptable to the CITY the rights-of-way for streets as outlined in Exhibit C. In addition, for the avoidance of doubt, notwithstanding anything in Exhibit C or this Agreement that may be to the contrary, none of the obligations of, or waivers by, ANNEXOR that are described in Exhibit C shall be effective until the EXHIBIT C EFFECTIVE DATE.
- E. ANNEXOR 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 at such time as the adjacent Property is filled and maintained at grade.
- F. ANNEXOR shall pay for installation of streetlights, traffic and street signs and traffic control devices for all streets within the Property. ANNEXOR will escrow funds anticipated to be required for signalization of perimeter streets upon request of the CITY, to be used 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 and CITY or ANNEXOR 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 permit issuance.
- H. ANNEXOR agrees to provide or assign to the CITY a warranty for all street improvements for a period of twenty-four (24) 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 agrees to pay the applicable Traffic Impact Fee at the time of 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 permit issuance.

- 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 permit issuance.

SECTION III WATER AND SEWER

- A. ANNEXOR agrees to construct and install all water and sewer lines within the Property and required ancillary facilities within the Property or which otherwise serve the Property in full compliance with the City of Brighton Water and Wastewater Master Plan requirements and the CITY'S Public Works Standards and Specifications. ANNEXOR agrees to dedicate all necessary unobstructed rights-of-way for utility easements needed for water and sewer lines to serve the Property, or for transmission through the Property, such easements shall conform to the Brighton Public Works Standards and Specification, but in any event shall measure not less than twenty feet (20') in width for a sanitary sewer or water line, and not less than thirty feet (30') in width when a parallel water and sewer line must be installed.
- B. Subject to this Section III, upon ANNEXOR 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 to the Property at a point more particularly described in an approved plan for development:
- C. When the ANNEXOR completes construction of the sewer and water lines according to Subsection III(A), above, pays the applicable fees, 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 as required for development of the Property. However, no building permit shall be issued until all such lines required to serve the Property are installed and accepted by the CITY. At the CITY's discretion, the installation of sewer and water lines may be completed in phases accordance with an approved phasing plan.
- D. ANNEXOR shall pay all fees and charges related to the provision of water and sewer service. The Plant Investment Fee ("PIF"), also known as an impact fee, for this annexation shall be paid according to the fees in effect at the time of permit issuance, including the dedication of water shares. The ANNEXOR shall satisfy said dedication with the specific types of water resources subject to City policy in effect at the time of dedication. 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 the 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 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. At the time of development as required by CITY, the ANNEXOR shall transfer by special warranty deed in a form attached as Exhibit B, any rights it has to all water aquifers, also known as deep well aquifers, underlying the full area of the ANNEXOR'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'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 (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 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 has or will knowingly violate the terms of the special warranty deed, ANNEXOR 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. Effective upon the execution of a special warranty deed in a form attached as Exhibit B, the ANNEXOR will grant 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 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 determined by the CITY, in its sole discretion, at the time of development that a feasible non-potable water source is available, ANNEXOR shall design, construct, and install non-potable water lines and appurtenances within the Property at time of development. The non-potable water lines shall be designed, constructed and installed in a manner that ensures non-potable water can be delivered to all parks, landscape tracts and open space areas within the Property for irrigation purposes. ANNEXOR shall design, construct and install a connection from the non-potable water lines to the non-potable water distribution system at a location determined by the CITY at the time of Development. ANNEXOR acknowledges that the connection point may be located off site from the subject Property. ANNEXOR shall also be

responsible for obtaining any required easements or rights-of-way to connect the non-potable water lines to the non-potable distribution system. The design, construction, installation, connection to the non-potable distribution system and acquisition of easements and/or rights-of-way shall be at the sole cost of ANNEXOR.

- J. CITY agrees to provide water service and sewer service to the Property. ANNEXOR agrees to connect to water and sewer services at time of development. ANNEXOR assumes the sole responsibility for the design, coordination of construction, and construction, as well as the connection to all additional water, stormwater and sanitary sewer facilities necessary to serve the Property, and all costs associated therewith. This includes looping of water lines and any other standard determined appropriate at time of development.

SECTION IV STORM DRAINAGE

- A. Storm drainage improvements shall be designed, constructed, and installed by ANNEXOR in full conformity with the storm drainage regulations of the CITY, CITY Public Works Standards and Specifications (“CITY STANDARDS”), all Outfall Systems Plans, Drainage or Stormwater Master Plans, the Bromley Park Master Drainage Plan, Mile High Flood District Master Drainageway Plans and/or other related master plans for drainage or other CITY drainage studies (collectively “STORM DRAINAGE PLANS”) as applicable and as may be amended, revised, or updated.
- B. ANNEXOR agrees to dedicate all necessary rights-of-way and/or easements for storm sewers and other storm drainage facilities to adequately serve the area being annexed, or for transmission through the area to be annexed at the time of final subdivision approval. All storm drainage systems shall be designed in accordance with CITY STANDARDS, as amended from time to time. ANNEXOR agrees to provide all necessary rights-of-way and/or easements for the construction of storm drainage facilities required for conformity to the STORM DRAINAGE PLANS, as amended from time to time, plus sufficient width for maintenance vehicle access to said storm drainage facilities. Such dedication of storm sewer rights-of-way and/or easements shall occur at the time of final subdivision platting; however, ANNEXOR agrees to dedicate, without cost to the CITY, such rights-of-way and/or easements 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 shall provide a drainage study, per CITY STANDARDS, at the time of final platting of all or any portion of the Property. In the event the ANNEXOR fails or refuses to provide a final drainage plan prior to final approval of a development plan, building permit, or 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, 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 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 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 agrees to pay to the CITY appropriate Storm Drainage fees in effect at the time of 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 as applicable and Public Works Standards and Specifications Manual. ANNEXOR shall pay the total cost of all crossings within the boundaries of the Property. ANNEXOR shall also dedicate to the CITY any land required for the construction of said crossings.
- B. All crossings shall be constructed in accordance with the requirements of the development and/or subdivision improvement agreement for the Property.
- C. ANNEXOR agrees to pay the applicable Crossing Fee at the time of permit issuance, in an amount as set forth in the CITY'S annual Fee Resolution in effect at the time of payment.

SECTION VI PUBLIC LAND DEDICATION

- A. At the time of approval of a final plat for all or any portion of the Property, ANNEXOR 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 to pay cash 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 in accordance with the Brighton *Land Use & Development Code*. ANNEXOR 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 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 in any manner to disrupt the natural landscape, unless first approved in writing by the CITY. ANNEXOR agrees that all lands dedicated to the CITY shall not be used as a cut or fill area by the ANNEXOR unless first specifically approved in writing by the CITY, which approval may include, without limitation, approval of development permits, final plats, final development plans and similar approvals with respect to such dedicated lands.

- C. The ANNEXOR 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. As fair contribution for public school sites, the ANNEXOR agrees to dedicate land for a public school site to the school district, or, in the event the dedication of land is not feasible or in the best interests of the school district as determined by the superintendent, the school district may require a payment of cash in lieu of land dedication or conveyance to the school district. The manner and amount of either type of fair contribution for public school sites shall be as determined by the school district, consistent with the Intergovernmental Agreement Concerning Fair Contributions for Public School Sites Between the City of Brighton and Brighton School District 27J, as the same may be amended or superseded, and the adopted methodology, except that, if the school district requires payment of cash in lieu of land dedication or conveyance, the payment shall not exceed the cash in lieu of land dedication or conveyance to the school district required by the school district in the City of Commerce City or the City of Thornton, whichever is lower, unless the CITY and the school district agree otherwise. At a time not later than the issuance of the first building permit for the Property, ANNEXOR shall also pay or provide for the payment of one half of street development costs associated with the school site, and shall either provide, or pay or make provision for the payment of, the costs associated with making improvements for water, sewer and utilities stubbed to the dedicated land, and for overlot grading of the dedicated land.

SECTION VII ZONING AND DESIGN

ANNEXOR agrees to develop the Property according to the Brighton Comprehensive Land Use Plan, the Brighton *Land Use & Development Code*, the City of Brighton Zoning Code, the CITY subdivision regulations and all other regulations and administrative policies of the CITY. ANNEXOR will be requesting that the Property be rezoned to a zoning designation in accordance with the type, nature, and extent of the land uses identified in the Comprehensive Plan. *See Exhibit C, Special Provisions.*

SECTION VIII PUBLIC FACILITY EXTENSION

Extension of water and sewer lines, streets, storm drainage, street lighting, traffic control devices and other public improvements from the developed areas of the CITY to the Property may be achieved according to a reimbursement agreement whereby owner(s) of lands abutting or benefited by such facilities or improvements shall reimburse the ANNEXOR for their proportionate share of ANNEXOR'S costs to extend public facilities which benefit such intervening lands. ANNEXOR 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.

SECTION IX GENERAL PROVISIONS

- A. THIS AGREEMENT shall be recorded with the Clerk and Recorder in Adams County, shall run with the land, and shall be binding upon and insure 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 Colo. Rev. Stat. §§ 31-12-119 and 31-12-501, or other applicable state law. In the event the Property or any portion thereof is disconnected at ANNEXOR'S request, CITY shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property. In the event the Property or any portion thereof is disconnected at ANNEXOR'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 to continue providing water and sewer service to the disconnected Property. CITY and ANNEXOR 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 the 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. ANNEXOR shall pay all fees at the time at which they are due and in the amount in effect at the time of payment.

- G. If provision of any services, including but not limited to water and sewer services, requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, ANNEXOR shall provide such funds as and when required by such service agency.
- H. 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.
- I. ANNEXOR shall develop the Property in full conformance with all CITY ordinances and regulations, as the same may be amended from time to time.

[Remainder of page intentionally left blank; signature page follows.]

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

JAMES GALLAGHER, Assistant City Attorney

EXHIBIT A: Legal Description of Property

EXHIBIT B: Special Warranty Deed

EXHIBIT C: Special Provisions

EXHIBIT A
LEGAL DESCRIPTION

Parcel 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 38 MINUTES 20 SECONDS EAST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 1293.50 FEET TO A POINT AS DESCRIBED IN DEED RECORDED OCTOBER 17, 1953 IN BOOK 478 AT PAGE 129, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 300.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 40 SECONDS WEST A DISTANCE OF 305.74 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST A DISTANCE OF 352.68 FEET TO A POINT; THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST A DISTANCE OF 312.94 FEET TO THE TRUE **POINT OF BEGINNING**, AS AMENDED BY BOUNDARY AGREEMENT RECORDED MAY 2, 2008 UNDER RECEPTION NO. 2008000035125, AND EXCEPTING ANY PORTION THEREOF WITHIN THE RIGHT OF WAY FOR EAST 168TH AVENUE.

Parcel 4:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 38 MINUTES 20 SECONDS EAST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 5 A DISTANCE OF 1293.50 FEET TO A POINT AS DESCRIBED IN DEED RECORDED OCTOBER 17, 1953 IN BOOK 478 AT PAGE 129; THENCE SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST A DISTANCE OF 312.94 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST A DISTANCE OF 352.68 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 40 SECONDS EAST A DISTANCE OF 305.74 FEET TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5; THENCE SOUTH 89 DEGREES 38 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 371.50 FEET TO A POINT 1965 FEET EAST OF SAID NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 15 MINUTES 45 SECONDS WEST A DISTANCE OF 1350.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 41 SECONDS WEST A DISTANCE OF 905.20 FEET; THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST A DISTANCE OF 1061.71 FEET TO THE TRUE **POINT OF BEGINNING**, AS AMENDED BY BOUNDARY AGREEMENT RECORDED MAY 2, 2008 UNDER RECEPTION NO. 2008000035125, AND EXCEPTING ANY PORTION THEREOF WITHIN THE RIGHT OF WAY FOR EAST 168TH AVENUE.

EXHIBIT B

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

SPECIAL WARRANTY DEED

(Groundwater Rights)

THIS DEED is made this ___ day of _____, 20___, between _____, whose mailing address is _____, City of _____, County of _____, State of _____ (“Grantor”), and the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4th Avenue, City of Brighton, 80601, County of Adams, State of Colorado (“Grantee” or “Brighton”).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt which is hereby confessed and acknowledged by Grantor, including without limitation Brighton entering into an annexation agreement with Grantor entitled Grein Property No. 2 Annexation Agreement, dated _____ (the “Annexation Agreement”), and in accordance with the requirements of the Annexation Agreement has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto Grantee and its successors and assigns forever, the following:

All of Grantor’s right, title and interest in and to all tributary, nontributary, and/or not nontributary groundwater, water and water rights, appropriations and franchises upon, under appurtenant to, leading to, connected with or now or historically used or enjoyed on or in connection with the Real Property (defined below), regardless of whether adjudicated or not adjudicated, including without limitation:

1. Any and all groundwater rights, rights to withdraw and use groundwater from water aquifers, sometimes called deep well aquifers, including without limitation rights in Denver Basin aquifers, including the Dawson (a.k.a. Dawson-Arkose), Denver, Arapahoe and Laramie-Fox Hills aquifers, including in any upper and lower aquifers, if any such aquifers are so subdivided, as may be contained within such aquifers or elsewhere underlying the boundaries of the real property consisting of approximately 88.303 acres, more or less, owned by Grantor, as legally described on **Exhibit A**, attached hereto and incorporated herein (the “Real Property”) (the “Aquifer Water Rights”);
2. Any and all rights in wells and well rights, including without limitation any and all exempt wells permitted for any purpose or use in accordance with C.R.S.§37-92-602, as amended;
3. Any and all decrees and pending water court applications, State Engineer filings, well registrations, well permits, and Groundwater Commission well permits, findings and orders, including without limitation any groundwater and water rights decreed in (or in the pending application in) Case No.

_____ and/or water permitted under Well Permit No(s). _____
and/or Ground Water Commission Permit No(s). _____ **[NOTE:**
References to Water Court Case Nos., Well Permit Nos. or Ground Water
Commission Permit Nos. should be included if applicable]; and

4. Such other Aquifer Water Rights, groundwater, water and water rights, wells and well rights, and any and all other tributary, nontributary and not nontributary groundwater rights, appurtenant to, connected with or now or historically used or enjoyed on or in connection with the Real Property belonging or in any way appertaining to, used in connection with all or any part of the Real Property

(collectively the "Groundwater Rights").

Together with the perpetual, sole and exclusive right to claim, own, withdraw, appropriate, and use said Groundwater Rights, and all associated structures for the diversion, conveyance, measurement, storage or use of said Groundwater Rights, and all easements, rights of way, licenses, permits, and contract rights, and all other assets, rights, title or interests in or related to such Groundwater Rights.

Grantor hereby consents in perpetuity pursuant to C.R.S. §37-90-137(4), as amended, to Brighton's withdrawal, appropriation, use, reuse, successive use and use to extinction of said Aquifer Water Rights, which such Aquifer Water Rights underly the Real Property as legally described on **Exhibit A**.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of Grantor either in law or equity, of, in, and to the Groundwater Rights.

TO HAVE AND TO HOLD the Groundwater Rights and other rights, interests, and appurtenances above-bargained and described unto Grantee and its heirs, successors, and assigns forever. Further, Grantor, for itself and Grantor's successors, and assigns, does covenant, grant, bargain, and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the quiet and peaceable possession of the above-bargained Groundwater Rights and other rights, interests, and appurtenances by Grantee and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under Grantor. Grantor further warrants that it has not divested itself of all or any portion of the Groundwater Rights, nor has it previously conveyed or transferred to any other person or entity all or any portion of the Groundwater Rights or the right to withdraws such water from the Groundwater Rights.

[Remainder of page intentionally left blank.]

**EXHIBIT A TO SPECIAL WARRANTY DEED
(Legal Description)**

[To be updated prior to recording.]

**EXHIBIT C
SPECIAL PROVISIONS**

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THE CERTAIN GREIN PROPERTY NO. 2 ANNEXATION AGREEMENT BETWEEN THE CITY OF BRIGHTON, COLORADO AND ANNEXOR. SHOULD THERE BE ANY CONFLICT BETWEEN THE PROVISIONS OF THE ANNEXATION AGREEMENT AND THIS EXHIBIT C, THE PROVISIONS OF THIS EXHIBIT C SHALL CONTROL.

1. Rights-of-Way Dedication and Construction.

a. Baseline Road.

- i.** ANNEXOR agrees to dedicate to the CITY, at the time of final plat, right of way abutting the Property.
- ii.** ANNEXOR agrees to construct the southern half of Baseline Road, along (A) the full frontage of the Property, between North 19th Avenue to the North 27th Avenue alignment, and (B) to the extent existing right of way or prescriptive rights exist in favor of the City, from North 19th Avenue to the Fulton Ditch, to the full design of a Minor Arterial street, as presently identified in the CITY's Transportation Master Plan, which may be amended from time to time, or as otherwise identified by CITY Staff at the time of development.
- iii.** The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat/development agreement.

b. North 27th Avenue.

- i.** ANNEXOR agrees to dedicate to the CITY, at the time of final plat, right of way abutting the Property constituting the west side of North 27th Avenue. ANNEXOR and CITY acknowledge that the east side of North 27th Avenue is currently public right of way. Together, the foregoing are each as necessary to allow for the construction of North 27th Avenue as a Minor Arterial street as identified in the CITY's Transportation Master Plan, which may be amended from time to time, or as otherwise identified by CITY Staff at the time of development.
- ii.** ANNEXOR agrees to construct the full width of North 27th Avenue, along the full frontage of the Property, between Baseline Road and Longs Peak Street to the full design of a Minor Arterial street, as presently identified in the CITY's Transportation Master Plan, which may be amended from time to time, or as otherwise identified by CITY Staff at the time of development.
- iii.** The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat/development agreement.

c. Longs Peak Street.

- i.** ANNEXOR agrees to dedicate to the CITY, at the time of final plat, right of way as necessary to allow for the construction of Longs Peak Street, as a Collector street as identified in the CITY's Transportation Master Plan,

which may be amended from time to time, or as otherwise identified by CITY Staff at the time of development.

- ii. ANNEXOR agrees to construct the full width of Longs Peak Street between the Brighton Lateral Ditch crossing and the Fulton Ditch crossing to the full design of a Collector street, as presently identified in the CITY's Transportation Master Plan, which may be amended from time to time, or as otherwise identified by CITY Staff at the time of development.

- 1. The Brighton Lateral Ditch crossing shall be constructed with this improvement.

- iii. The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat/development agreement.

- iv. If a reimbursement agreement, not for the purposes of reimbursement as defined in Section I of the Agreement but for the construction of Longs Peak Street between the Brighton Lateral Ditch crossing and the Fulton Ditch crossing is not approved by the City Council, ANNEXOR shall only be required to construct the Longs Peak Street roadway improvements associated with the development's impact.

- d. **CITY's Standards and Specifications.** Notwithstanding the provisions of this Agreement, the standards of public and private street improvements shall be set forth in the approved civil plans associated with each final plat of the Property.

2. Traffic Signal Contribution.

- a. ANNEXOR agrees to design and construct the traffic signals at the location detailed below. The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat and/or development agreement(s), as applicable.

- i. Intersection of North 27th Avenue and Baseline Road

- b. ANNEXOR agrees to either construct or reimburse a pro-rata share of the cost of constructing, as determined at the sole discretion of the CITY, the traffic signals at the location detailed below. The timing of the construction or contribution will be determined at time of subdivision plan. Details of construction or contribution will be determined at the time of final plat and/or development agreement(s), as applicable.

- i. Intersection of North 19th Avenue and Baseline Road

3. Roundabout Contribution.

- a. ANNEXOR agrees to design and construct the roundabout at the location detailed below. The timing of the construction will be determined at the time of subdivision plan. Details of construction will be determined at the time of final plat and/or development agreement(s), as applicable.

- i. Intersection of North 27th Avenue and Longs Peak Street

4. Construction Requirements.

- a. **Access Points.** ANNEXOR shall construct one or more access point(s) to the Property, as may be required to serve future development, subject to review and

approval by the CITY, the details and timing of which shall be generally determined at the time of subdivision plan and more specifically detailed at the time of final plat/development agreement.

- b.** Unless outlined at the time of subdivision plan, in accordance with Section II(B), ANNEXOR shall design and construct to CITY standards all public streets within the Property. ANNEXOR shall participate in the costs of the improvements of perimeter streets according to the CITY-wide policy in effect at the time of permit application.
- 5. Overhead Utility Lines.** In accordance with Subsection II(C), ANNEXOR shall be responsible for undergrounding overhead utility lines running adjacent to the Property.
- 6. Street Lighting.** ANNEXOR shall be responsible for the installation of street lighting along all roads adjacent to the Property and any roads constructed at the time of development, the details and timing of which shall be determined at the time of final plat/development agreement.
- 7. Parks and Open Space**
 - a.** ANNEXOR agrees to dedicate to the City of Brighton, at the time of final plat, all right of ways as necessary for construction of any trails along or within the Property required at the discretion of the CITY.
 - b.** ANNEXOR shall design and construct all required trails along and within the Property, as set forth in the Parks and Recreation Master Plan and the Multimodal Plan, which may be amended from time to time.
 - c.** At the sole discretion of the CITY, ANNEXOR agrees to dedicate, at time of final plat, the required park/open space dedication and/or pay fee in lieu of open space in an amount required by CITY at time of permit issuance.
 - d.** ANNEXOR agrees that if the Property is ever developed such that the land use designation requires the dedication of park/open space land and/or the payment of a fee in lieu of land dedication, as determined by the CITY, such land dedication or fee in lieu of land dedication will be satisfied by the ANNEXOR at the time of final plat, or such other time as the CITY deems appropriate in its sole discretion.
- 8. Water Dedication.** ANNEXOR shall satisfy the water dedication requirement for the Property by dedicating to the City, at the time of final plat, or at such other time as may be required by the Brighton Municipal Code, and as a condition precedent to approval of the final plat, a sufficient number of acre-feet of water that is acceptable to the City, in its sole discretion, in no event more than the amount required by the Brighton Municipal Code. Prior to the time of development, ANNEXOR shall have the right to continue use of any water well(s) serving the property. ANNEXOR shall be required to meet all requirements for the continued use of the well(s), including, but not limited to, any augmentation and permitting requirements.

- 9. Zoning of Property.** ANNEXOR acknowledges and agrees that the approval of zoning for the Property is a separate and distinct procedure governed by the *Land Use & Development Code* of the CITY and that this Agreement does not approve or otherwise guarantee the zoning of the Property. ANNEXOR and CITY agree that zoning of the Property shall be generally consistent with the Comprehensive Plan for the Property. ANNEXOR has submitted an application for a zoning district of PD (Planned Development), (the “Zoning Application”) in connection with ANNEXOR’s petition for annexation of the Property, which Zoning Application shall be considered concurrently with the annexation of the Property, as provided in the City’s *Land Use & Development Code*.
- 10. Subsequent Land Development Applications.** ANNEXOR agrees that before any platting can take place, a major subdivision plan must be approved and accepted by all applicable review entities.
- 11. Development Agreement.** ANNEXOR agrees that one or more development agreement(s) will be completed at time of subdivision plan and/or final plat.
- 12. Community Benefit Incentives.** ANNEXOR shall make any successors and/or assigns aware of the Community Benefit Incentives as expressed in the *Land Use & Development Code* Section 5.08, as may be amended.
- 13. School District 27J Capital Facility Fee Foundation.** ANNEXOR is aware of the School District Capital Facility Fee Foundation (the “Foundation”), the purpose of which is to administer the collection from various development entities of a “Capital Facility Fee” for disbursement to School District 27J to fund a portion of the costs of providing additional capital facilities to service new growth, and has voluntarily agreed to be a participating development entity in that process, and, accordingly, shall enter into a participant agreement with the School District. Fees payable to the Foundation shall be paid directly to the School District for each platted residential lot. After establishment and assessment of any school fees as aforesaid, as a condition of approval and issuance of any residential building permit, ANNEXOR shall provide evidence to the CITY that such fees have been paid to the Foundation in accordance with this Section.
- 14. Utility Connection through Mountain View.** If the development directly to the east of the Property (presently named the Mountain View Subdivision) does not develop prior to the Property, the ANNEXOR agrees, at ANNEXOR's sole cost, to design, coordinate, construct, and connect all necessary utility lines required to serve the Property, as determined by the CITY in its sole discretion.
- 15. Construction of Low-Zone Water Line in Longs Peak Street.** ANNEXOR agrees, at ANNEXOR’s sole cost, to design, coordinate, construct and connect a sixteen-inch (16”) low-zone water line from the connection in the Mountain View Subdivision (approximately the eastern boundary of the Property) to the existing eight-inch (8”) low-zone water line in Longs Peak Street.

- 16. Existing Easement for Augmentation Line.** Pursuant to that certain Pipeline Easement Agreement dated December 14, 2006, and recorded in the real property records of the Adams County Clerk and Recorder on June 7, 2011, at Reception No. 2011000036211, the CITY currently pays \$3,000.00 per year (the “Annual Payment”) for its augmentation line easement on the Property (“Pipeline Easement”). Upon the execution of this Agreement, ANNEXOR agrees to waive the Annual Payment, and such Annual Payment requirement will be of no further force or effect. If development of the Property requires the relocation of the Pipeline Easement, upon prior written approval by the CITY, ANNEXOR shall, at its sole cost and expense, design, coordinate, and re-construct the Pipeline Easement. Design of such reconstructed pipeline shall be subject to CITY review and approval. If the Pipeline Easement is relocated, the parties will work together to memorialize the new location of the pipeline.
- 17. Reimbursement of Water Line in Baseline Road.** As a condition of final plat approval, ANNEXOR agrees to reimburse the CITY for its pro-rata share, as reasonably calculated and determined by the CITY, of the twenty-four inch (24") low-zone water line constructed within Baseline Road.
- 18. Reimbursement of Storm Drainage Outfall.** As a condition of final plat approval, ANNEXOR agrees to reimburse the CITY for its pro-rata share, as reasonably calculated and determined by the CITY, of the storm drainage outfall constructed to serve the Property.
- 19. [Intentionally Omitted]**
- 20. Preservation of the Tree Canopy.** ANNEXOR shall preserve as many trees as possible in the tree canopy along Baseline Road, if it is determined by applicable CITY staff that such trees are beneficial to the ecosystem and in good condition. Trees required to be preserved will be subject to the tree protection requirements as specified in Public Works Standards and Specifications Section 1000: Parks and Recreation Construction.
- 21. Applicable Master Plans to this Annexation.** Notwithstanding any provision of this Agreement to the contrary, the master plans, which may be amended from time to time, applicable to the Property are those listed below:
- a. Drainage.**
 - i. Brighton Watershed Outfall Systems Plan (OSP)
 - b. Water and Wastewater.**
 - i. Water and Wastewater Systems Master Plan
 - c. Transportation.**
 - i. Transportation Master Plan
 - d. Parks and Recreation.**
 - i. Parks and Recreation Master Plan
 - ii. Bicycle, Pedestrian, and Multimodal Plan
- 22. Storm Sewer ROWs.** The parties acknowledge that the CITY has previously requested and received from ANNEXOR the dedication of certain easements for storm sewer

purposes, recorded in the real property records of the Adams County Clerk and Recorder at Reception No. 2022000017293.