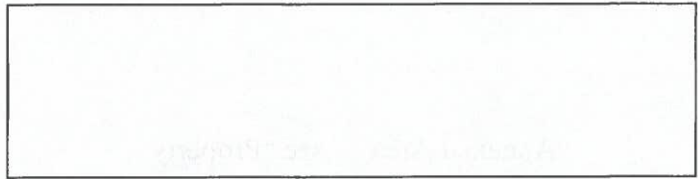


RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Brighton City Clerk



THIS SPACE FOR RECORDER'S USE ONLY

**ANNEXATION AGREEMENT  
JAMES PROPERTY**

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this 29<sup>th</sup> day of October 2025 by and between VERA MAE JAMES, an individual, ("ANNEXOR") and 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 a 5.83-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 at such time and 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 when such development occurs and as provided for herein; and

WHEREAS, the parties mutually agree that the annexation and development 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 VERA MAE JAMES, or her successors in interest, assigns, and designees.

“Bicycle, Pedestrian, and Multimodal Plan” shall mean the *City of Brighton Bicycle, Pedestrian and Multimodal Plan*, dated August 2023, as the same may be amended from time to time.

“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. “Brighton Watershed Outfall Systems Plan” shall also mean any other storm drainage master planning or Special Flood Hazard Area Delineation document of the City or sponsored by the City.

“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:

- Park Related Impact Fees;
- Transportation and Multimodal Impact Fee;
- General Services Impact Fee;
- Water Meter Fees
- Water Meter/Tap Inspection Fees;
- Water Impact Fees;
- Fee-in-Lieu of Water Dedication;
- Wastewater-Related Impact Fees and Connection Fees; and
- Storm Drainage Impact Fee.

“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 +/- 5.83-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.

“South Beebe Draw Drainage Plan” shall mean the *Bromley Park Storm Drainage Master Plan Update*, dated December 2015, as the same may be amended from time to time. “South Beebe Draw Drainage Plan” shall also mean any other storm drainage master planning document of South Beebe Draw Metropolitan District or sponsored by the South Beebe Draw Metropolitan District.

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

“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. “Water and Sewer (Wastewater) Master Plan” shall also mean any other water or sewer master planning document of the City or sponsored by the City.

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 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 any stage of development of the Property, 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 at the time of development of 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 building 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 at the time of development of the Property.
- 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, ANNEXOR agrees to convey to the CITY the rights-of-way for streets as outlined in Exhibit C.
- 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 upon any development work on the Property. 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 upon any development of 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 building permit issuance at the time of development of the Property.
- 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 at the time of development of the Property. 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 Transportation and Multimodal 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 building 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 building 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 as applicable, and the CITY'S Public Works Standards and Specifications, at the time of development of the Property. 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 as needed to serve development of the Property. Such easements shall be sized (length and width) at the sole discretion of the CITY based on needed area for appropriate access and maintenance of the utilities. Existing utility easements and water and wastewater service lines have been installed and/or recorded per the Settlement Agreement entered into on December 29, 2023.
- 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.
- C. When the ANNEXOR completes construction of the sewer and water lines according to Subsection III, above, pays the applicable fees and water dedication, 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 are installed and accepted by the CITY, or until ANNEXOR has provided a performance bond in an amount adequate to fully install such lines.
- D. ANNEXOR shall pay all fees and charges related to the provision of water and sewer service. The Water Impact Fees and Wastewater-Related Impact Fees and Connection Fees for this annexation shall be paid according to the applicable fee schedule at the time of building permit issuance. Dedication of water shares shall be due at such time pursuant to Brighton Municipal Code and CITY policy. The ANNEXOR shall satisfy said dedication with the specific types of water shares delineated in Resolution No. 01-160, as may be amended from time to time, or other approved water resources meeting acceptable criteria when these specific resources are deemed unattainable in the sole discretion of the City Manager or designee.
  - i. As a condition to the transfer of any ditch water to the CITY, the ANNEXOR, or property owner from whence the shares came, shall complete, to the satisfaction of the CITY, a Special Warranty Deed and Dry-Up Covenant, template attached hereto as Exhibit B, and the ANNEXOR or property owner shall complete the Deed and Covenant at the time of approval and signing of a final plat for all or any portion of the Property, and said Deed and Covenant shall be recorded in the appropriate county offices, and shall be a part of the corresponding development agreement. ANNEXOR shall also complete, to the satisfaction of the CITY, any other document required for transfer of shares pursuant to Brighton Municipal Code or CITY policy.



- ii. The CITY shall also be entitled to charge monthly user fees for the provision of water and sewer services to the Property.
- E. 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.
- F. Within 30 days of final approval of the annexation ordinance for the Property, the ANNEXOR shall transfer by special warranty deed, in the 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.
- G. The ANNEXOR 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 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.
- H. 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 agrees to abide by such policy and incorporate the same into the corresponding development or subdivision improvement agreement, in order to provide water for open space and park dedications, if any, within the final plat. 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. If a connection point to the CITY's non-potable system exists within 1,000 feet of the Property at the time of development, 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. If determined by the CITY, in its sole discretion, at the time of development that a connection to the non-potable distribution system is not feasible for any reason, ANNEXOR shall provide an interconnect between the non-potable water lines and the potable water system in accordance with applicable City Standards and Municipal Code. Said interconnect shall be at the sole cost of ANNEXOR.

#### **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 at the time of development of the Property.
- 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 development per City standards. In the event the ANNEXOR fails or refuses to provide a final drainage plan prior to final approval of a subdivision plan, final plat, site plan or permit, such failure or refusal shall be deemed sufficient justification for CITY to refuse to approve any subdivision plan, final plat, site plan or permit. 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 subdivision plan, final plat, site plan or permit. 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 reduce or 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 Impact Fee, 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, as applicable, and Public Works Standards and Specifications. ANNEXOR shall pay the total cost of all crossings within the boundaries of the Property at the time of development of the Property. ANNEXOR shall also dedicate to the CITY any land required for the construction of said crossings at the time of development of the Property.
- B. 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 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 non-residential 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, subdivision 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 or when the Property is developed as applicable, 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 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. The foregoing fee shall be payable if the Property, or a portion of the Property, is zoned residential.

## SECTION VII PLANNING AND ZONING

- A. ANNEXOR agrees to develop the Property according to the Brighton Comprehensive Plan, the Brighton *Land Use & Development 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.
- B. 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 map amendment or 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*.
- C. ANNEXOR agrees that before any platting can take place, a subdivision plan must be approved and accepted by all applicable review entities.

- D. ANNEXOR agrees that one or more development agreement(s) will be completed concurrent with the final plat.
- E. If the Property is ever zoned as a residential use, apart from the current use, 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.

## **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 in and 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.
- 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 building permit issuance.
- 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.]*

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

ANNEXOR:

Property Owner

Mailing Address

Date of Signing

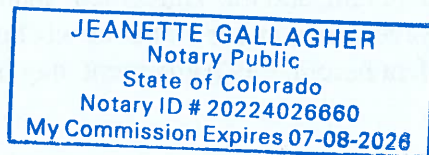
Vera Mae James  
Vera Mae James

18481 E 160<sup>th</sup>  
Brighton CO 80601

10/29/2025

The foregoing James Property Annexation was subscribed and sworn to before me on this 29<sup>th</sup> day of October 2025 by Vera Mae James, an individual.

Witness my hand and official seal.



Jeanette Gallagher  
Notary Public  
My commission expires on 07-08-2026

*[Signatures and acknowledgements continue on the following page.]*

CITY OF BRIGHTON, COLORADO

---

GREGORY MILLS, Mayor

ATTEST:

---

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

---

ALICIA CALDERON, City Attorney



**EXHIBIT A: Legal Description of Property**

**EXHIBIT B: Special Warranty Deeds and Dry Up Covenant**

**EXHIBIT C: Special Provisions**

**EXHIBIT D: ALTA Document**

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

THE EAST 200 FEET OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 50.0 FEET THEREOF RESERVED FOR COLORADO STATE HIGHWAY NO. 7 RIGHT-OF-WAY, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST  $\frac{1}{4}$ ;

THENCE COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST  $\frac{1}{4}$  NORTH  $00^{\circ}47'43''$  WEST, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY NO. 7, AND THE POINT OF BEGINNING;

THENCE CONTINUING COINCIDENT WITH SAID EAST LINE NORTH  $00^{\circ}47'43''$  WEST, A DISTANCE OF 1268.81 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SOUTH  $89^{\circ}19'49''$  WEST, A DISTANCE OF 200.00 FEET WEST OF SAID EAST LINE SOUTH  $00^{\circ}47'43''$  EAST, A DISTANCE OF 1268.53 FEET TO SAID NORTH RIGHT-OF-WAY;

THENCE COINCIDENT WITH SAID NORTH RIGHT-OF-WAY NORTH  $89^{\circ}24'34''$  EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.83 ACRES OR 253,733 SQUARE FEET, MORE OR LESS, COUNTY OF ADAMS, STATE OF COLORADO.

**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 29<sup>th</sup> day of October, 2025, between Wesley James, whose mailing address is 18481 E 160<sup>th</sup> Ave, City of Brighton, County of Adams, State of Colo ("Grantor"), and the **CITY OF BRIGHTON**, a Colorado home rule municipality, whose address is 500 South 4<sup>th</sup> 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 James property, dated 10/29/25 (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 5.83 acres, more or less, owned by Grantor, as legally described in the Annexation Agreement (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.   N/A   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.

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## **EXHIBIT C SPECIAL PROVISIONS**

THE FOLLOWING SPECIAL PROVISIONS ARE HEREBY ATTACHED TO AND MADE A PART OF THAT CERTAIN JAMES PROPERTY 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. Timing of Development.**

- a. ANNEXOR will not be responsible for any obligations set forth in this agreement until time of development. The residential non-conforming use may continue to exist until time of development.
- b. ANNEXOR agrees that current uses on the Property may continue to occur, even after the Property has been zoned within the City. The Property must come into compliance with the applicable zone district at the time of development.
  - i. Current uses on the Property are as shown in the ALTA document, completed by Merle R. Hoos for and on behalf of American West Land Surveying Co., completed on January 22, 2025, and an excerpt attached as **Exhibit D**.
- c. 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.

### **2. Rights-of-Way Dedication and Construction.**

#### **a. North 40<sup>th</sup> Avenue.**

- i. ANNEXOR has dedicated the appropriate right of way for North 40<sup>th</sup> Avenue at this time pursuant to the Settlement Agreement dated December 29, 2023. If determined necessary through a Traffic Impact Study at time of development, ANNEXOR agrees to dedicate to the CITY right of way as necessary to allow for the extension of North 40<sup>th</sup> Avenue, presently identified as a Collector street section in the City's Transportation Master Plan, which may be amended from time to time.
- ii. CITY may construct the extension of North 40<sup>th</sup> Avenue, along the eastern boundary of the Property 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 without requiring additional right of way except as provided in the Settlement Agreement dated December 29, 2023.
- iii. The ANNEXOR may be subject to reimbursement for any costs associated with these improvements at the time of development.

#### **b. East Bridge Street.**

- i. At this time, ANNEXOR has dedicated the appropriate right of way for East Bridge Street as determined in the Settlement Agreement dated December 29, 2023. If determined necessary through a Traffic Impact Study at time of development, ANNEXOR agrees to dedicate to the CITY right of way as necessary to allow for the widening of East Bridge Street, presently identified as a Minor Arterial street section in the City's Transportation Master Plan, which may be amended from time to time.
- ii. CITY may construct the north half of East Bridge Street, along the full frontage of the Property, 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. ANNEXOR may be subject to reimbursement for any costs associated with these improvements at the time of development.

**c. Intersection of North 40<sup>th</sup> Avenue and East Bridge Street.**

- i. CITY agrees to enforce the development standards and regulations to complete all required adjacent improvements, which may be triggered at the time of development or as a result of a traffic impact study.

**3. Traffic Signal Contribution.**

- a. ANNEXOR agrees to either construct, improve, or reimburse a pro-rata share of the cost of improving, as determined at the sole discretion of the CITY, the existing traffic signals at the locations detailed below. The timing of the contribution will be determined at time of subdivision plan. Details of construction and contribution will be determined at the time of final plat(s)/development agreement(s).
  - i. Intersection of North 40<sup>th</sup> Avenue and East Bridge Street

**4. Construction Requirements.**

- a. **Access Points.** CITY agrees to install one continuous driveway with two access points per the Settlement Agreement dated December 29, 2023, one access point on North 40<sup>th</sup> and one on Bridge Street.
  - i. These accesses may remain for the duration of the current use and are subject to removal at time of development, dependent on the City's Standards and Specifications in place at the time of development.
- b. At time of development, the ANNEXOR agrees to connect existing water infrastructure within North 40<sup>th</sup> Avenue to Garcia Avenue.

**5. 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 C-2 (Restricted Retail & Services), (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*.

**6. Addressing.**

- a. ANNEXOR agrees that the roads adjacent to the Property are titled East Bridge Street and the future North 40<sup>th</sup> Avenue and should appear as such on any future subdivision plan and/or final plat.
- b. ANNEXOR agrees that at the time of annexation, the Property must be addressed using the City's address grid. The new address shall be 87 North 40<sup>th</sup> Avenue.



# EXHIBIT D

