

TOWN OF SUPERIOR
ORDINANCE NO. 98-0-7

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE ANNEXATION AGREEMENT FOR THE CARLSON/SPICER PROPERTY

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Annexation Agreement between the Town and the Annexor (Carlsons and Spicers) is approved in the same form as that attached hereto and incorporated herein.

Section 2. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

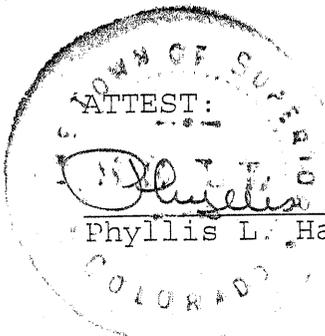
Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 23rd day of March, 1998.

TOWN OF SUPERIOR, COLORADO

Ted T. Asti
Ted T. Asti, Mayor



Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk-Treasurer

See Back



ANNEXATION AGREEMENT
(CARLSON)

This Agreement is made to be effective the 23rd day of March, 1998, between the Town of Superior, a Colorado municipal corporation, 124 E. Coal Creek Drive, Superior, Colorado 80027 (the "Town") and Clay Carlson, Scott Carlson, Kent Carlson, David Spicer, Walter Hopp, Harold Spicer, Wilma Spicer, and Carol R. Spicer-Briggs (collectively, the "Annexor").

A. Annexor is the owner of certain real properties located in the Town of Superior, formerly known as the Scriffiny and Spicer properties, which properties are more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property"). This Agreement is to govern all of the approximately 75 acres of the Property as if it was owned by one owner.

B. On January 7, 1998, the Annexor filed petitions for annexation of the Property to the Town.

C. On January 26, 1998, the Board of Trustees accepted the petitions for annexation, made a finding of substantial compliance, and set a public hearing on such annexation request for March 10, 1998.

D. The Property must be zoned within ninety (90) days of the effective date of the annexation.

E. The Annexor requests that the annexation of the Property be approved and offers the following terms and conditions as applicable in the event the annexation of the Property is approved.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Annexor upon application for annexation and, if approved, approval of annexation of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Superior, any and all applicable state statutes, and are not intended to supersede any requirements contained therein.

2. Water and Sewer Service. Annexor agrees that the Town has no obligation under this Agreement to provide water and sewer service to the Property. Annexor further understands that water and sewer services are provided to the area by Superior Metropolitan District No. 1, a quasi-municipal corporation



("SMD1"), and not the Town, and the Property must be included with Superior Metropolitan District No. 2 or Superior Metropolitan District No. 3, both quasi-municipal corporations, or such other district as designated by the Town and SMD1, to obtain water and sewer service.

3. Other Approvals. The Annexor hereby agrees to perform any and all requirements of other governmental entities required for development of the Property upon annexation, including but not limited to inclusion in Superior Metropolitan District No. 2 or Superior Metropolitan District No. 3 or such other district as designated by the Town and SMD1. The Annexor further understands that upon annexation the Property will be included in the subdistrict of the Northern Colorado Water Conservation District.

4. Proof of Ownership. A title commitment for the Property or other proof of ownership satisfactory to the Town shall be provided to the Town prior to the public hearing on the annexation.

5. Zoning - PD Required. The Town Board finds that the uses within the "B-0" (Business Office District) Zoning District are presently compatible with surrounding development and land uses, promote the objectives of the Town's current Zoning Ordinance, and are the most reasonable and appropriate zoning for the Property. No elements of zoning are approved by this Agreement other than the use list of the B-O Zone District. Prior to development of any part of the parcel, a Planned Development ("PD"), as defined in the Superior Land Use Code, shall be presented to the Town by the Annexor for all of the Property. The minimum requirements of such PD shall be those contained in the Schedule of Requirements for the B-O Zone District as specified in the Superior Municipal Code (the "Code"). Such PD shall include all of the Property whether or not the Annexor intends to develop all of the Property at the same time. The PD, in addition to all other requirements of the Town and this Agreement, shall provide for coordination of vehicular and pedestrian access to McCaslin Boulevard and the property adjacent to the north, to the west, and to the Rock Creek subdivision to the south. There is no representation by this Agreement that there will be, and the Annexor may not rely on, connection of Coal Creek Drive between Rock Creek Ranch and the intersection of Coal Creek Drive at McCaslin Boulevard. The open space requirements of the PD shall not include 15.5 acres of the Natural Area or Buffer Areas set forth below. Full credit shall be given for any portion of the Natural Area required by paragraph 9 to be in excess of 15.5 acres. Any use of the Property shall be subject to the terms of such PD, in the form finally approved by the Town, except as specifically provided herein.

6. Access. The property does not have access from a public street. The Annexor is solely responsible for obtaining adequate access to the Property from an existing public street. No Final



Development Plan shall be approved without the Annexor providing sufficient, legally dedicated, adequate access to the Property; provided however, the Town may facilitate acquisition of the Property for such access at the expense of the Annexor.

7. Rezoning. The Property, or any portion thereof, may be rezoned upon application of the owner of the Property proposed for rezoning and approval of the Town, without amending or modifying this Annexation Agreement.

8. Disconnection of Property. In the event the Annexor submits a PD in conformance with this Agreement, and the Town fails to approve the PD, then the Annexor, at their election, may elect to terminate this Agreement, and upon such termination, the Town shall, upon application of the Annexor, enact an ordinance disconnecting the Property from the Town pursuant to C.R.S. Section 31-12-501.

9. Preservation of Natural Features and Wildlife. The Town and Boulder County have received a report that there is a wildlife habitat on the Property for the blacktail prairie dogs. The prairie dogs, the trees and the ponds provide the foundation for use of portions of the Property by raptors. The Sketch Plan shall provide for maintenance or relocation of any portion of the prairie dog colony which is negatively affected by, and existing at the time of, development of the Property. There shall be a Natural Area on the property consisting of at least 15.5, but not more than 25, acres, including the existing ponds, a 100 foot diameter around existing trees, and wetlands on the Property and in the approximate location depicted on **Exhibit B**. The Natural Area shall be sufficient to preserve the existing habitat. The land within the Natural Area may require revegetation and reclamation; however, such revegetation and reclamation shall utilize native plant materials indigenous to the locale and suitable for the prairie habitat, unless otherwise approved by the Town.

10. Building Heights/View Corridor. A View Sensitive Area (VSA) is established as set forth on **Exhibit B**. A view study shall be preformed to determine the height limitations and building locations within the VSA, which study shall be performed by the Annexor and used to determine building heights as approved by the Town. Unless otherwise agreed by the parties, the building heights within the VSA shall not exceed the bulk plane line drawn over the property perpendicular to any point on the southern property line. This bulk plane line shall start at a point ten feet directly above any point on the southern property line and then shall extend four degrees above horizontal. **Exhibit C** hereto graphically illustrates how the maximum building heights will be determined within the VSA. In recognition that the VSA will require construction of some buildings on the property below the maximum height allowed in the B-O zone, buildings may be up to 58 feet high so long as no part of



the building violates the VSA as measured on any part of the southern property line, the location of all buildings in excess of 40 feet is approved by the Town and the building meets all other applicable requirements. All wall and roof appurtenances shall be included in measuring the height of any building.

11. Buffers. There shall be two buffer areas on the Property. Both buffers are depicted on **Exhibit A** attached hereto and incorporated herein and are described as follows:

- a. U.S. 36 Buffer. There are three levels of buffer area on the Property adjacent to U.S. 36 as depicted on **Exhibit A**. These buffer areas shall be landscaped or maintained in their natural state as determined by the parties. Any streets constructed within any of the buffers shall be designed and bermed or landscaped such that traffic on the street within the buffer area does not interfere with visibility for traffic on U.S. 36.
 - i. Roadway Buffer - a rectangular area 50 feet in width from the boundary line between the Property and U.S. 36 and the length of such boundary line from the south boundary to the point 472 feet south of the north boundary of the Property abutting U.S. 36. No buildings or any other improvements shall be constructed on the Roadway Buffer; however, the area shall be landscaped as provided in the PD.
 - ii. No Build/No Parking Buffer - a rectangular area contiguous to the Roadway Buffer 25 feet in width and the length of the property from the southern boundary to the northern boundary. No buildings or parking lots shall be constructed within such buffer; however, a street may be constructed within this buffer. The parties specifically intend that a street may be within this buffer on the east side of Carlson pond.
 - iii. No Build Buffer - a rectangular area contiguous to the No Build/No Parking Buffer 75 feet in width and the length of the property from the southern boundary to the northern boundary. No buildings shall be constructed within such buffer; however, streets and parking lot improvements may be constructed within this buffer.
- b. Residential Buffer. There are two levels of buffer area on the Property adjacent to the southern boundary of the Property as depicted on **Exhibit A**. These buffer areas shall be landscaped or



maintained in its natural state as determined by the parties.

- i. Natural Area Buffer - No buildings or any other improvements shall be constructed on the Property within 200 feet of the south boundary of the Property for the length of such boundary from McCaslin Boulevard east to 200 feet beyond the intersection of the east boundary of Filing No. 7B, Rock Creek Ranch and the south boundary of the Property. The Town may, at any time, construct a pedestrian trail to access this Buffer.
- ii. Building Setback Buffer - a rectangular area contiguous to the Natural Area Buffer 50 feet in width and the length of the Natural Area Buffer. No buildings shall be constructed within such buffer; however, landscape improvements may be constructed within this buffer.

12. Pedestrian Trail. The Annexor shall construct a pedestrian trail with the first Final Development Plan to access any part of the Property within the Natural Area Buffer. The trail shall be constructed to the standards of the Town and as depicted in plans approved by the Town and paid for by the developer. The trail shall be linked to the extent possible to the local and regional trail network.

13. Public Meetings. The Annexor shall hold a minimum of one public meeting, as defined in the Superior Land Use Code, prior to the Planning Commission hearing for each of the Sketch Plan, Preliminary Planned Development Plan and Final Planned Development Plan.

14. Avigation Easement. Prior to transfer of any portion of the Property, an avigation easement shall be recorded over the Property specifying the location of the Jefferson County Airport to put potential property owners on notice of overflight of aircraft landing or departing from the airport.

15. Vested Property Rights. There are no vested property rights approved for the property. Vested property rights may be established by the approval by the Town of a site specific development plan as provided in the Superior Land Use Code.

16. Town Ordinances, Regulations, Codes, Policies, and Procedures. Except as expressly provided herein, all Town ordinances, regulations, codes, policies and procedures shall be applicable to the use and development of the Property.



17. Breach by Annexor: Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the Board of Trustees shall be notified immediately, and the Town may take such action as permitted an or authorized by law, this Agreement or the ordinances of the Town as the Town deems necessary, to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. These remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any such building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. Disconnection of the Property from the Town;
- d. Specific performance of this Agreement;
- e. Any other remedy available at law or equity.

Unless necessary to protect the immediate health, safety and welfare of the Town or to protect the Town's interest with regard to security given for the completion of the public improvements, the Town shall provide the Annexor thirty (30) days written notice of its intent to take any action under this paragraph during which thirty-day period the Annexor may cure the breach described in the notice and prevent further action by the Town.

18. Breach by Town: Annexor's Remedies. The remedies of Annexor against the Town under this Agreement include, but are not limited to, constitutional claims and breach of contract claims.

19. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of Superior Code and the laws of the State of Colorado. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

20. Town Fees. Annexor hereby agrees to pay the Town the actual cost plus up to fifteen percent (15%) of such actual costs



to defray the reasonable expenses of the Town, for administration, engineering, surveying, and legal services rendered in connection with the review of the annexation and zoning of the Property, which costs shall be determined by the Town. In addition, Annexor shall reimburse the Town for the actual cost of making corrections or additions to the official Town map, with a fee for recording such map, if necessary, and accompanying documents with the Boulder County Clerk and Recorder. Annexor acknowledges that all impact fees as established by Town ordinance shall be paid at the time of development of the Property.

21. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Town and the Annexor, and no third parties, including adjacent property owners, shall be entitled to enforce the duties or enjoy the rights created hereunder.

22. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts 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, and the parties shall cooperate to cure any such defect.

23. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

25. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Boulder County, Colorado.

26. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance and a court of competent jurisdiction determines that the party is in default in the performance of the Agreement, the non-prevailing party shall pay the other party's attorneys fees, expenses and court costs.

27. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the



addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the property address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town: Bruce Williams, Town Manager
124 East Coal Creek Drive
Superior, CO 80027
Phone: 499-3675; Fax: 499-3677

With copy to: Kathleen E. Haddock, Esq.
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302
Phone: 447-1375; Fax: 440-9036

Notice to Annexor: Clay and Scott Carlson
12460 1st Street
P.O. Box 247
Eastlake, CO 80614
Phone: 457-2966; Fax: 280-2978

Harold W. Spicer
986 St. Andrews Land
Louisville, CO 80027
Phone: 666-6779

Walter J. Hopp, Esq.
Hopp & Associates, P.C.
2130 Mountain View Avenue, Suite A
Longmont, CO 80501
Phone: 776-4045; Fax: 776-8709

28. Approvals. Whenever approval or acceptance of the Town is necessary pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

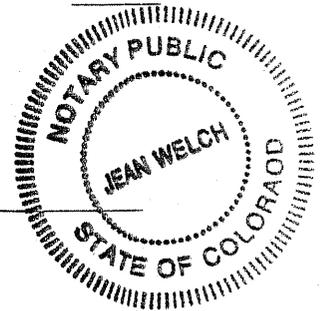
29. Obligations Run with Land. This Agreement shall be recorded in the real estate records of Boulder County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Any purchaser of any portion of the Property assumes all obligations of Annexor under this Agreement. Upon conveyance of the Property by David H. Spicer, Walter J. Hopp, Harold W. Spicer, Wilma A. Spicer or Carol R. Spicer-Briggs, such transferor(s) shall be relieved of any further liability under this Agreement and the parties hereto may not seek enforcement of the terms of this Agreement against such transferor(s).

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 5th
day of May, 1998, by SCOTT CARLSON.

My commission expires: 9/26/99

Jean Welch
Notary Public



ANNEXOR:

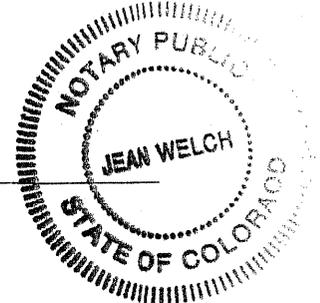
[Signature]
KENT CARLSON

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 5th
day of May, 1998, by KENT CARLSON.

My commission expires: 9/26/99

Jean Welch
Notary Public



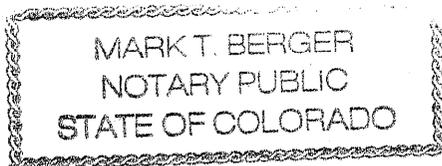
ANNEXOR:

David H. Spicer by Wilma A. Spicer,
DAVID H. SPICER attorney in fact

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 1
day of May, 1998, by DAVID H. SPICER,
Wilma A. Spicer, Attorney-in-fact for

My commission expires: May 24, 1998



Mark T. Berger
Notary Public



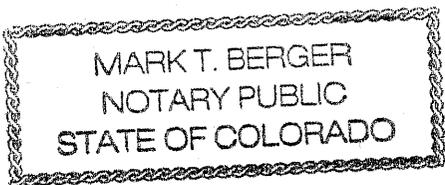
ANNEXOR:

WALTER J. HOPP

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 1
day of May, 1998, by WALTER J. HOPP.

My commission expires: May 24, 1998



Mark T. Berger
Notary Public

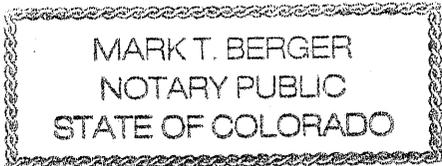
ANNEXOR:

HAROLD W. SPICER

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 1
day of May, 1998, by HAROLD W. SPICER.

My commission expires: May 24, 1998



Mark T. Berger
Notary Public



Boulder County Clerk, CO ORD

R 91.00

1807479
Page: 13 of 17
06/01/1998 01:40P
D 0.00

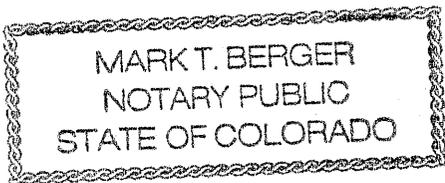
ANNEXOR:

Wilma A. Spicer
WILMA A. SPICER

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 1
day of May, 1998, by WILMA A. SPICER.

My commission expires: May 24, 1998



M. T. B.
Notary Public

ANNEXOR:

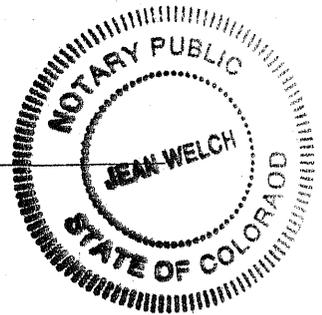
Carol R. Spicer-Briggs
CAROL R. SPICER-BRIGGS

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing document was acknowledged before me this 5th
day of May, 1998, by CAROL R. SPICER-BRIGGS.

My commission expires: 9/26/99

Jean Welch
Notary Public





Boulder County Clerk, CO ORD

R 91.00

1807479
Page: 14 of 17
06/01/1998 01:40P
D 0.00

EXHIBIT LIST

- A. Legal Description.
- B. Map of property depicting Natural Area and View Sensitive Area. The View Sensitive Area shall lie west of the line running from the east boundary of Filing 7B of Rock Creek Ranch to Long's Peak.

To be agreed upon prior to approval of the Planned Development for the Property.

- C. Bulk Plane Line.



Boulder County Clerk, CO ORD

R 91.00

1807479
Page: 15 of 17
06/01/1998 01:40P
D 0.00

ANNEXATION LEGAL DESCRIPTION

A PARCEL OF GROUND SITUATED IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP ONE SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO;

BEGINNING AT THE CENTER 1/4 OF SAID SECTION 19; THENCE NORTH 88 DEGREES 54 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 450.78 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF HIGHWAY 36; THENCE ALONG SAID RIGHT OF WAY SOUTH 45 DEGREES 06 MINUTES 34 SECONDS 472.00 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 26 SECONDS EAST 50.00 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 34 SECONDS 49.54 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11560.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 59 MINUTES 54 SECONDS, AND AN ARC LENGTH OF 1008.46 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 02 SECONDS EAST 425.76 FEET TO THE SOUTH LINE OF THE SAID NORTH 1/2; THENCE ALONG SAID SOUTH LINE SOUTH 88 DEGREES 57 MINUTES 58 SECONDS WEST 1926.40 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE ALONG SAID WEST LINE NORTH 0 DEGREES 01 MINUTES 36 SECONDS 1311.56 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF GROUND CONTAINS 1,546,277 SQUARE FEET OR 35.50 ACRES, MORE OR LESS.

EXHIBIT A - 2

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NE¹/₂ OF THE SW¹/₄ OF SECTION 19,
T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE
N88°47'37"E, 1260.30 FEET ALONG THE SOUTH LINE OF THE SW¹/₄ OF
SAID SECTION 19 TO THE SOUTHEAST CORNER OF THE SW¹/₄ OF THE SW¹/₄
OF SAID SECTION 19; THENCE N00°27'35"E, 1315.49 FEET ALONG THE
EAST LINE OF THE SW¹/₄ OF THE SW¹/₄ OF SAID SECTION 19 TO THE
SOUTHWEST CORNER OF THE NE¹/₄ OF THE SW¹/₄ OF SAID SECTION 19 AND
THE TRUE POINT OF BEGINNING;

THENCE N88°57'19"E, 1327.31 FEET ALONG THE SOUTH LINE OF THE
NE¹/₄ OF THE SW¹/₄ OF SAID SECTION 19 TO THE SOUTHEAST CORNER
THEREOF;

THENCE N00°11'15"E, 1311.58 FEET ALONG THE NORTH-SOUTH CENTERLINE
OF SAID SECTION 19 TO THE CENTER OF SAID SECTION 19;

THENCE S89°07'01"W, 1320.98 FEET ALONG THE EAST-WEST CENTERLINE
OF SAID SECTION 19 TO THE NORTHWEST CORNER OF THE NE¹/₄ OF THE
SW¹/₄ OF SAID SECTION 19;

THENCE S00°27'35"W, 541.03 FEET ALONG THE WEST LINE OF THE NE¹/₄
OF THE SW¹/₄ OF SAID SECTION 19;

THENCE S44°00'00"W, 54.67 FEET;

THENCE S63°50'00"W, 281.99 FEET;

THENCE S01°10'00"E, 159.68 FEET;

THENCE S88°15'00"E, 158.73 FEET;

THENCE S76°10'00"E, 48.28 FEET;

THENCE S57°50'00"E, 93.50 FEET TO THE WEST LINE OF THE NE¹/₄ OF
THE SW¹/₄ OF SAID SECTION 19;

THENCE S00°27'35"W, 384.91 FEET ALONG THE WEST LINE OF THE NE¹/₄
OF THE SW¹/₄ OF SAID SECTION 19 TO THE TRUE POINT OF BEGINNING.



Boulder County Clerk, CO ORD

R 91.00

1807479

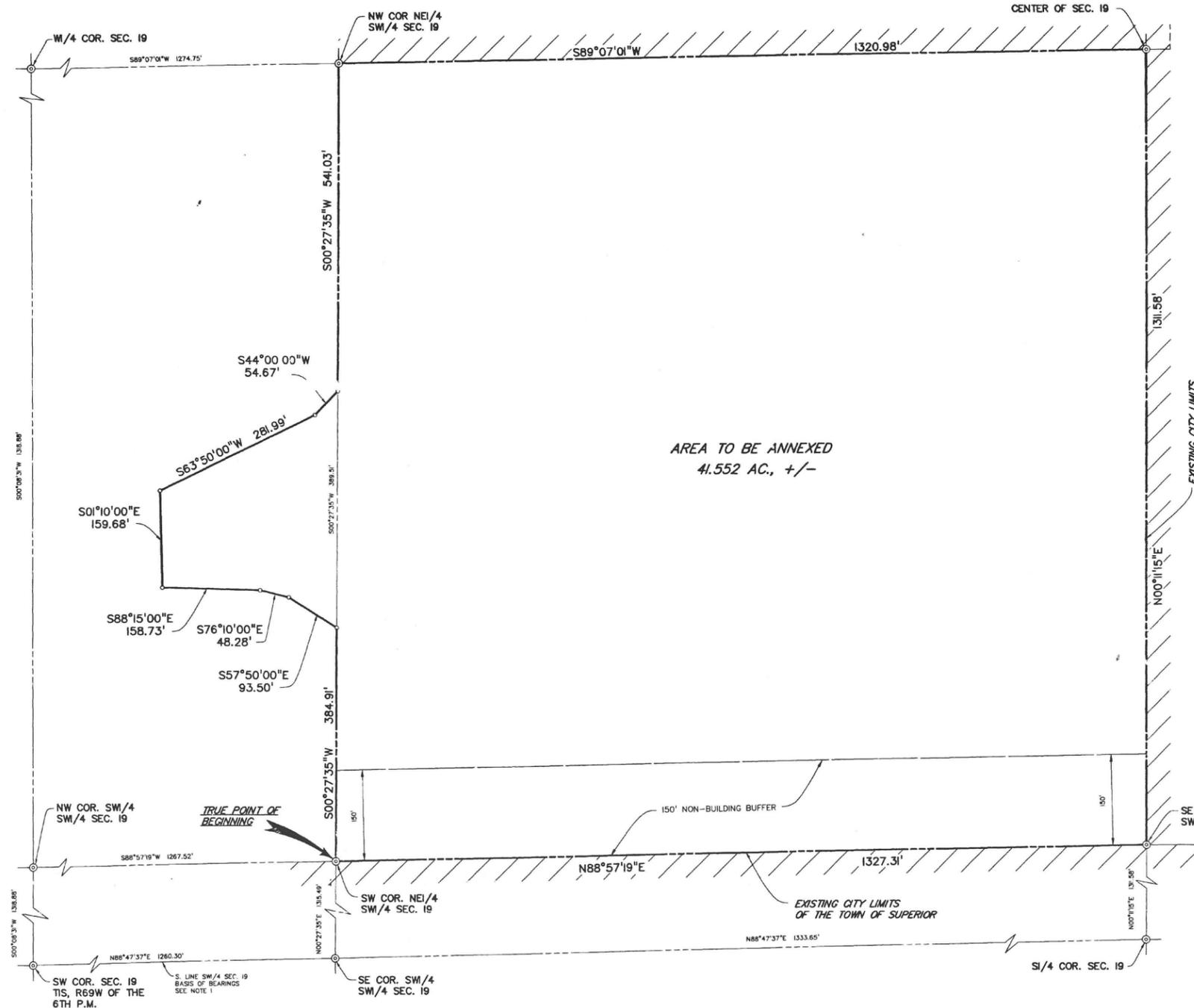
Page: 16 of 17

08/01/1998 01:48P

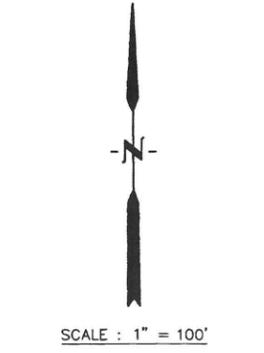
D 0.00

SPICER ANNEXATION

LOCATED IN THE NE/2 OF THE SW/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M.,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



AREA TO BE ANNEXED
41.552 AC. +/-



ACKNOWLEDGMENTS (CONT'D)

STATE OF COLORADO } SS
COUNTY OF BOULDER }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21ST DAY OF May, A.D. 1998 BY WILMA A. SPICER INDIVIDUALLY AND AS TRUSTEE OF THE WILMA A. SPICER LIVING TRUST.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES May 23, 1999
MARK T. BERGER
NOTARY PUBLIC
STATE OF COLORADO

STATE OF Colorado } SS
COUNTY OF Adams }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5TH DAY OF July, A.D. 1998 BY DAVID H. SPICER INDIVIDUALLY AND AS TRUSTEE OF THE DAVID H. SPICER LIVING TRUST.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES 9/24/99
Jean Welch
NOTARY PUBLIC
STATE OF COLORADO

STATE OF Colorado } SS
COUNTY OF Boulder }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF April, A.D. 1998 BY DAVID H. SPICER INDIVIDUALLY AND AS TRUSTEE OF THE DAVID H. SPICER LIVING TRUST.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES May 1, 1998
MARK T. BERGER
NOTARY PUBLIC
STATE OF COLORADO

STATE OF COLORADO } SS
COUNTY OF BOULDER }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21ST DAY OF April, A.D. 1998 BY WALTER J. HOPP, INDEPENDENT SPECIAL TRUSTEE OF THE HAROLD W. SPICER CHARITABLE REMAINDER UNTRUST, THE DAVID H. SPICER CHARITABLE REMAINDER UNTRUST, THE WILMA A. SPICER CHARITABLE REMAINDER UNTRUST, AND THE CAROL R. SPICER-BRIGGS CHARITABLE REMAINDER UNTRUST.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES 6-4-2001
Charles Brock
NOTARY PUBLIC

SURVEYOR: DREXEL BARRELL & CO.
4840 PEARL EAST CIRCLE #14
BOULDER, COLORADO 80508-2475
(303) 442-4336

TOWN BOARD APPROVAL
THIS IS TO CERTIFY THAT THE ANNEXATION MAP SHOWN HEREWITH WAS ACCEPTED AND APPROVED BY THE TOWN BOARD OF THE TOWN OF SUPERIOR, COLORADO, ON THE 22ND DAY OF April, 1998.
John T. Galt
MAYOR
Phyllis L. Harkin
TOWN CLERK

SURVEYOR'S CERTIFICATE
I, WILLIAM K. WRIGHT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ACCOMPANYING MAP WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE TOWN OF SUPERIOR, COLORADO.
William K. Wright
WILLIAM K. WRIGHT
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 20929

CLERK AND RECORDER'S CERTIFICATE
STATE OF COLORADO } SS
COUNTY OF BOULDER }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 12:02 P.M. O'CLOCK, THIS 22ND DAY OF April, 1998, AND IS DULY RECORDED IN PLAN FILE # 1807484 FEES \$ 21.00 PAID \$ 21.00
RECEPTION # 1807484
Charlotta Houston
RECORDER
John Weaving
CLERK

STATE OF COLORADO } SS
COUNTY OF BOULDER }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF May, A.D. 1998 BY HAROLD W. SPICER INDIVIDUALLY AND AS TRUSTEE OF THE HAROLD W. SPICER LIVING TRUST, A RESTATEMENT OF THE INTER VIVOS TRUST AGREEMENT OF HAROLD W. SPICER.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES May 24, 1998
MARK T. BERGER
NOTARY PUBLIC
STATE OF COLORADO

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN THE NE/2 OF THE SW/4 OF SECTION 19, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE N88°47'37"E, 1286.30 FEET ALONG THE SOUTH LINE OF THE SW/4 OF SAID SECTION 19 TO THE SOUTHWEST CORNER OF THE SW/4 OF THE SW/4 OF SAID SECTION 19; THENCE N00°27'35"E, 135.49 FEET ALONG THE EAST LINE OF THE SW/4 OF THE SW/4 OF SAID SECTION 19 TO THE SOUTHWEST CORNER OF THE NE/4 OF THE SW/4 OF SAID SECTION 19 AND THE TRUE POINT OF BEGINNING;
THENCE N88°57'19"E, 1327.31 FEET ALONG THE SOUTH LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 19 TO THE SOUTHEAST CORNER THEREOF;
THENCE N00°10'00"E, 159.68 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 19 TO THE CENTER OF SAID SECTION 19;
THENCE S88°07'00"W, 1320.98 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 19 TO THE NORTHWEST CORNER OF THE NE/4 OF THE SW/4 OF SAID SECTION 19;
THENCE S00°27'35"W, 541.03 FEET ALONG THE WEST LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 19;
THENCE S44°00'00"W, 54.67 FEET;
THENCE S63°50'00"W, 28.99 FEET;
THENCE S0°10'00"E, 159.68 FEET;
THENCE S88°15'00"E, 158.73 FEET;
THENCE S76°10'00"E, 48.28 FEET;
THENCE S57°50'00"E, 93.50 FEET TO THE WEST LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 19;
THENCE S00°27'35"W, 384.91 FEET ALONG THE WEST LINE OF THE NE/4 OF THE SW/4 OF SAID SECTION 19 TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
KENT S. ALBERS
DREXEL BARRELL & CO.
4840 PEARL EAST CIRCLE #14
BOULDER, COLORADO 80508-2475
(303) 442-4336
TOTAL PERIPHERY OF AREA TO BE ANNEXED = 5682.66 FEET
ONE-SIXTH TOTAL PERIPHERY = 947.11 FEET
CONTIGUITY OR DISTANCE OF AREA ADJACENT TO EXISTING CITY LIMITS = 3959.87 FEET

OWNERS/APPLICANTS
HAROLD W. SPICER, INDIVIDUALLY, AND THE HAROLD W. SPICER LIVING TRUST, DATED NOVEMBER 11, 1994, A RESTATEMENT OF THE INTER VIVOS TRUST AGREEMENT OF HAROLD W. SPICER, DATED DECEMBER 21, 1988.

Harold W. Spicer
OWNER, HAROLD W. SPICER LIVING TRUST, DATED NOVEMBER 11, 1994, A RESTATEMENT OF THE INTER VIVOS TRUST AGREEMENT OF HAROLD W. SPICER, DATED DECEMBER 21, 1988.
DATE May 1, 1998

Wilma A. Spicer
OWNER, WILMA A. SPICER LIVING TRUST, DATED NOVEMBER 3, 1995.
DATE May 1, 1998

Carol R. Spicer-Briggs
OWNER, CAROL R. SPICER-BRIGGS CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994.
DATE April 20, 1998

David H. Spicer
OWNER, DAVID H. SPICER CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994.
DATE May 1, 1998

Walter J. Hopp
OWNER, WALTER J. HOPP, INDEPENDENT SPECIAL TRUSTEE OF THE HAROLD W. SPICER CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994; THE DAVID H. SPICER CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994; THE WILMA A. SPICER CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994; AND THE CAROL R. SPICER-BRIGGS CHARITABLE REMAINDER UNTRUST, DATED NOVEMBER 11, 1994.
DATE April 20, 1998

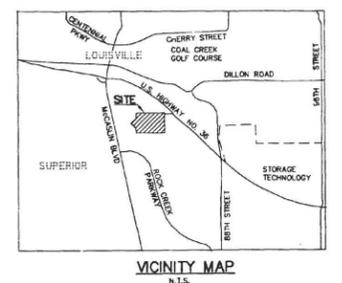
William K. Wright
OWNER, WILLIAM K. WRIGHT, COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 20929.
DATE April 20, 1998

John T. Galt
MAYOR, TOWN OF SUPERIOR.
DATE April 20, 1998

ACKNOWLEDGMENTS
STATE OF COLORADO } SS
COUNTY OF BOULDER }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF May, A.D. 1998 BY HAROLD W. SPICER INDIVIDUALLY AND AS TRUSTEE OF THE HAROLD W. SPICER LIVING TRUST, A RESTATEMENT OF THE INTER VIVOS TRUST AGREEMENT OF HAROLD W. SPICER.

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES May 24, 1998
MARK T. BERGER
NOTARY PUBLIC
STATE OF COLORADO



NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY SHOW THE AREA TO BE ANNEXED TO THE TOWN OF SUPERIOR.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW/4 OF SECTION 19 AS BEARING N88°47'37"E (ASSUMED MERIDIAN).

IN ACCORDANCE WITH CRS 13-80-105, NOTICE, ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

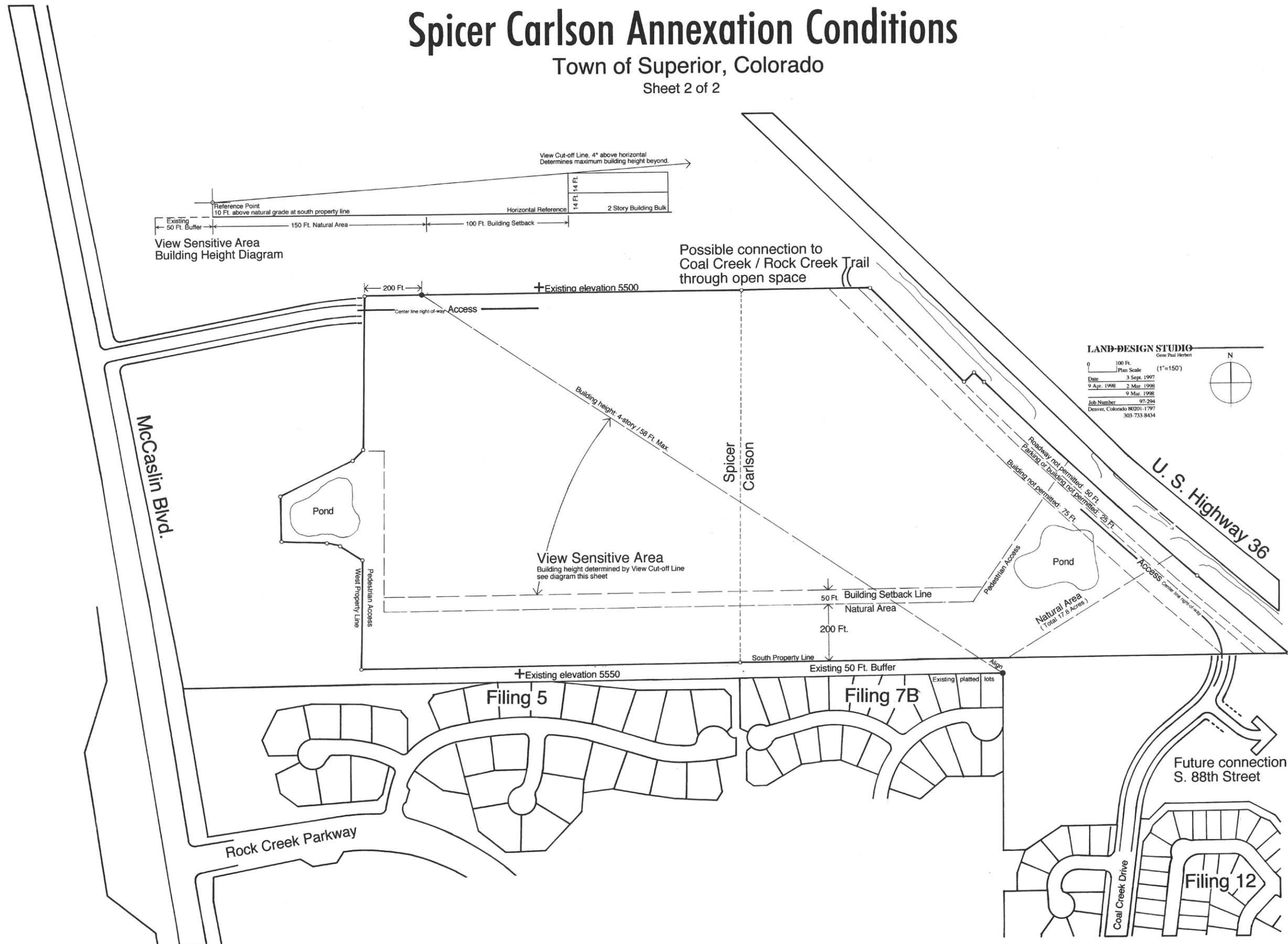
Drexel Barrell & Co. Engineers/Surveyors
4840 Pearl East Circle, Suite 154 Boulder, CO 80501 (303) 442-4336
4840 Pearl East Circle, Suite 1008 Boulder, CO 80501 (303) 442-4336
5401 West 110th Street, Suite 1008 Greeley, CO 80634 (970) 361-0866

Revisions - Date	Date	Drawn By	Job No.
5/18/97	8/7/97	SOS	5717
1/6/98			
1/28/98		Checked By	Drawing No.
4/7/98		KA	B70-9

Spicer Carlson Annexation Conditions

Town of Superior, Colorado

Sheet 2 of 2

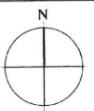


LAND-DESIGN STUDIO
Gene Paul Herbert

0 100 Ft. Plan Scale (1"=150')

Date: 3 Sept. 1997
9 Apr. 1998 2 Mar. 1998
9 Mar. 1998

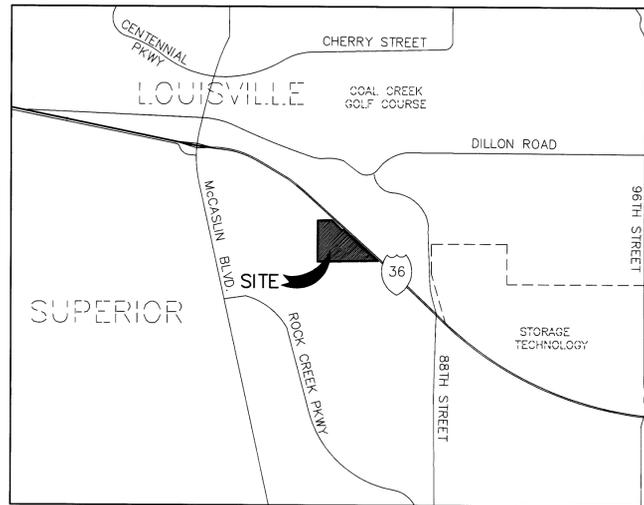
Job Number: 97-294
Denver, Colorado 80201-1797
303-733-8434



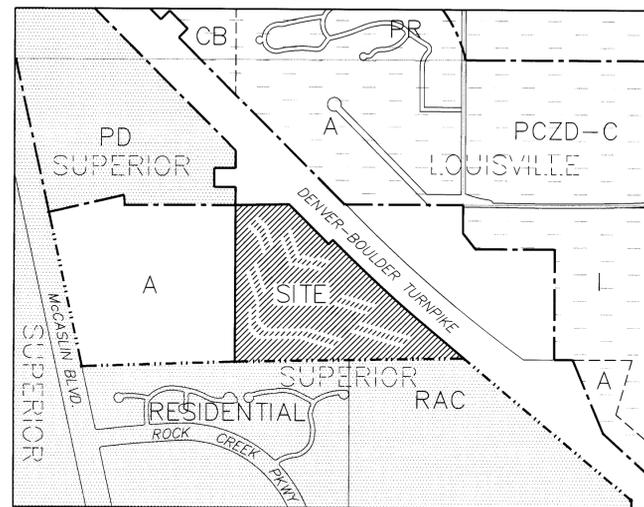
CARLSON ANNEXATION

LOCATED IN THE SE 1/4 OF SECTION 19
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

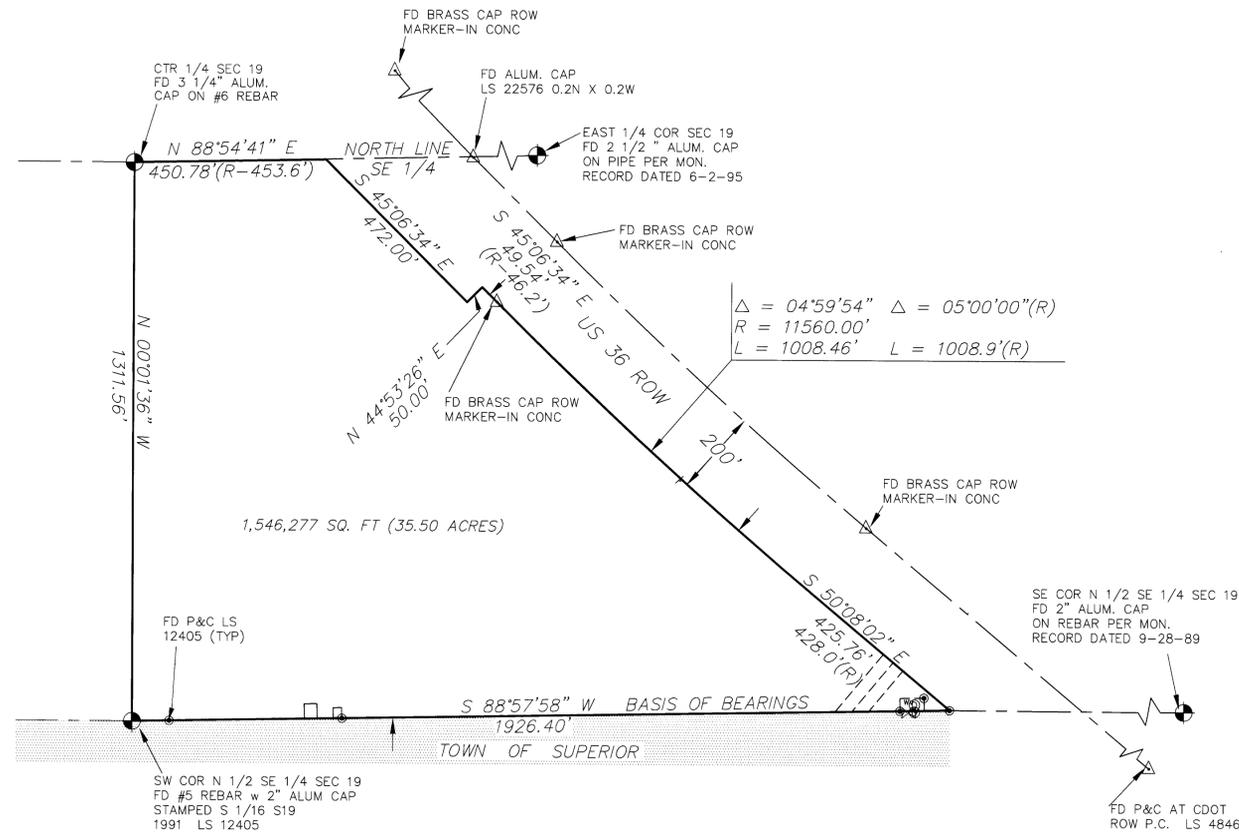


VICINITY MAP
SCALE: NONE

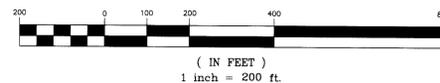


ZONING MAP
SCALE: NONE

CONTIGUOUS PERIMETER	= 1926.40'
TOTAL PERIMETER	= 5694.50'
CONTIGUOUS PERIMETER TOTAL PERIMETER	= 33.8%



GRAPHIC SCALE



ANNEXATION LEGAL DESCRIPTION

A PARCEL OF GROUND SITUATED IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP ONE SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO:

BEGINNING AT THE CENTER 1/4 OF SAID SECTION 19; THENCE NORTH 88 DEGREES 54 MINUTES 41 SECONDS EAST ALONG SAID NORTH LINE 450.78 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF HIGHWAY 36; THENCE ALONG SAID RIGHT OF WAY SOUTH 45 DEGREES 06 MINUTES 34 SECONDS 472.00 FEET; THENCE NORTH 44 DEGREES 53 MINUTES 26 SECONDS EAST 50.00 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 34 SECONDS 49.54 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 11560.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 59 MINUTES 54 SECONDS, AND AN ARC LENGTH OF 1008.46 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 02 SECONDS EAST 425.76 FEET TO THE SOUTH LINE OF THE SAID NORTH 1/2; THENCE ALONG SAID SOUTH LINE SOUTH 88 DEGREES 57 MINUTES 58 SECONDS WEST 1926.40 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE ALONG SAID WEST LINE NORTH 0 DEGREES 01 MINUTES 36 SECONDS 1311.56 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF GROUND CONTAINS 1,546,277 SQUARE FEET OR 35.50 ACRES, MORE OR LESS.

OWNER

Scott L. Carlson, Kent D. Carlson, and Clay Carlson
SCOTT L. CARLSON, KENT D. CARLSON, AND CLAY CARLSON

BOARD OF TRUSTEES CERTIFICATE

APPROVED THIS 23rd DAY OF March, 1998, BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO.
RESOLUTION NO. 98-0-8, SERIES -
Ordinance 7-1-1
MAYOR *Ted Asti* TOWN CLERK *Phyllis L. Hardin*

CLERK & RECORDER CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 1:40 O'CLOCK, P.M., THIS 15th DAY OF June, 1998, AND IS DULY RECORDED IN PLAIN FILE 2212, REC'D PAID 7-43 5-4 # 677
FILM NO. 1807481 RECEPTION NO. 1807481
RECORDER *Charlotte Hanson* DEPUTY *Katherine Charnell*

RECORDER _____ DEPUTY _____

GENERAL NOTES:

1. BASIS OF BEARINGS IS ASSUMED S89°57'58"W BETWEEN THE MONUMENTS SHOWN ALONG THE S. LINE OF THE N 1/2 OF THE SE 1/4 OF SECTION 19.

SURVEYOR'S CERTIFICATE

I, ROGER KELLEY, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS ANNEXATION MAP BOUNDARY WAS PREPARED UNDER MY SUPERVISION, AND THAT THE OUTER BOUNDARY INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



ROGER KELLEY, PLS 24667

ALL DRAWN & WRITTEN INFORMATION APPROVED HEREIN SHALL NOT BE REPRODUCED, COPIED, OR PUBLISHED BY ANY METHOD IN WHOLE OR PART, TITLE TO THE PLANS & THE INFORMATION THEY DEPICT SHALL BE WITH BSL'S LAND SURVEYING, INC. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE FRAUD. EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.
BSL ©1998
ALL RIGHTS RESERVED

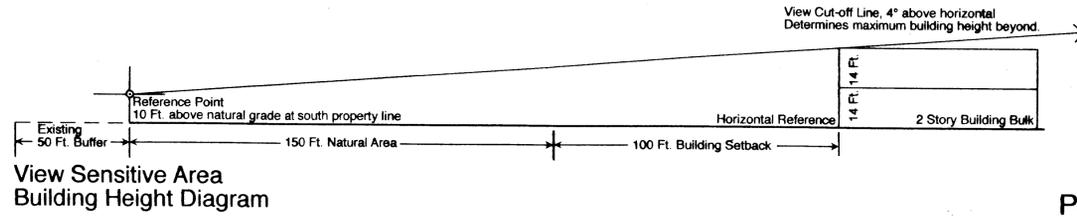
BASELINE LAND SURVEYING, INC.

10465 Melody Dr., St. 210, Northglenn Co 80234 (303) 457-3964

Spicer Carlson Annexation Conditions

Town of Superior, Colorado

Sheet 2 of 2



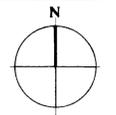
Possible connection to Coal Creek / Rock Creek Trail through open space

LAND-DESIGN STUDIO
Gene Paul Herbert

0 100 Ft. Plan Scale (1"=150')

Date: 3 Sept. 1997
9 Apr. 1998 2 Mar. 1998
9 Mar. 1998

Job Number: 97-294
Denver, Colorado 80201-1797
303-733-8434



McCaslin Blvd.

Pond

View Sensitive Area
Building height determined by View Cut-off Line see diagram this sheet

Spicer Carlson

Pond

Natural Area
(Total 17.8 Acres)

U. S. Highway 36

50 Ft. Building Setback Line
Natural Area

200 Ft.

Existing elevation 5550

Existing 50 Ft. Buffer

Filing 5

Filing 7B

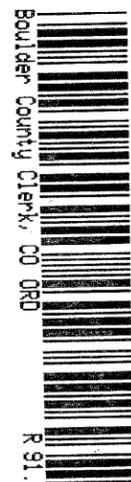
Existing platted lots

Rock Creek Parkway

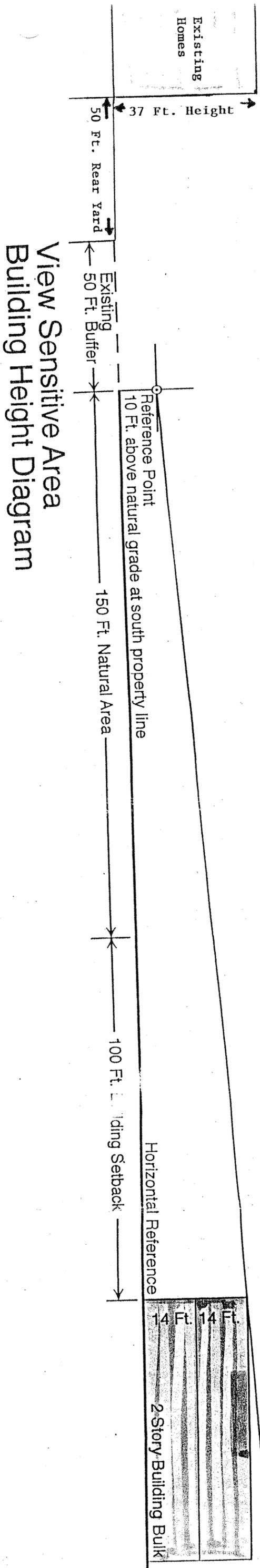
Future connection
S. 88th Street

Filing 12

Coal Creek Drive



View Cut-off Line, 4° above horizontal
Determines maximum building height beyond.



View Sensitive Area Building Height Diagram