

**TOWN OF LARKSPUR
ORDINANCE NO. 3.86**

**AN ORDINANCE ANNEXING CERTAIN LANDS TO
THE TOWN OF LARKSPUR, AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT IN CONNECTION THEREWITH, AND ZONING
SUCH LANDS AS A PLANNED DEVELOPMENT**

WHEREAS, Martin A. Redeker and Leslie Cathleen Redeker, ("the Petitioners") filed with the Town Clerk a Petition For Annexation dated August 19, 2002 and resubmitted January 16, 2003 ("the Petition"); and

WHEREAS, the Town Council of the Town of Larkspur, Colorado has reviewed the Petition and found it to be in substantial compliance with Section 31-12-107(1), C.R.S.; and

WHEREAS, after notice pursuant to Section 31-12-108, C.R.S., the Town Council held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, C.R.S.; and

WHEREAS, on May 30, 2003 after a public hearing, the Town Council adopted Resolution No. 03-06 determining that the requirements of Sections 31-12-104 and 31-12-105, C.R.S., have been met, that the Petitioners are the owner of 100% of the property, that no additional terms or conditions are to be imposed on the annexed area, that the property is eligible for annexation, and that an election is not required; and

WHEREAS, the public hearing was continued on May 30, 2003, with the consent of the Petitioners, to and including June 19, 2003 to consider whether the Property should be annexed to the Town of Larkspur, Colorado; and

WHEREAS, in connection with the Petition, the Petitioners and the Town have negotiated an Annexation Agreement, a copy of which is available for review in the office of the Town Clerk; and

WHEREAS, the Town Council incorporates herein its findings and conclusions contained in Resolution No. 03-06, as if fully set forth herein; and

WHEREAS, the Town Council concludes that it is in the best interest of the Town to annex the property to the Town; and

WHEREAS, on May 30, 2003 the Town Council adopted Resolution 03-05 amending the Town's 2003 Three Mile Plan to include the Property and Amending the Town of Larkspur Master Plan; and

WHEREAS, in connection with the annexation of the Property, the Petitioners have requested that the Property be zoned as Planned Development District and toward that end have submitted a Development Plan and Guide, titled "Spruce Mountain Development - Development Plan and Guide;" ("the Development Plan"); and

WHEREAS, the Development Plan was reviewed by the Town of Larkspur Planning Commission and the Planning Commission recommended the Town Council approve the Development Plan subject to certain conditions, and

WHEREAS, as part of its public hearing to consider whether the Property should be annexed to the Town of Larkspur, the Town Council has also considered whether the Property should be zoned Planned Development District as set forth in the Development Plan and in connection with such considerations hereby finds as follows:

- a. The Development Plan complies with the requirements of the Town's ordinances governing Planned Development Districts
- b. The Development Plan is in conformity with the Larkspur Master Plan

NOW THEREFORE BE IT ORDAINED BY THE TOWN OF LARKSPUR TOWN COUNCIL AS FOLLOWS:

1. That the property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the Town of Larkspur, Colorado, subject to the terms and conditions of the Annexation Agreement.
2. The annexation of the Property to the Town of Larkspur shall be complete and effective on the effective date of this ordinance, subject to terms and conditions of the Annexation Agreement, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2004.
3. The Mayor of Larkspur is hereby authorized and directed to enter into and execute the Annexation Agreement on behalf of the Town of Larkspur.
4. The Development Plan is hereby approved subject to the following conditions, despite any provisions of the Development Plan to the contrary:
 - a. Site plan developments for specific sites, as they are developed, shall be subject to review and approval by the Town Council.
 - b. Special Review Uses shall be subject to review and approval by the Town Council, including the determination of whether other uses are consistent with the purpose of the special review section and compatible with the special review uses that are specifically listed and will be allowed as a special review use.
 - c. Uses or development on cut or fill slopes greater than 3:1 shall be subject to review and approval by the Town Council.
5. The zoning map for the Town of Larkspur shall be amended to reflect the Spruce Mountain Planned Development District.

6. The Town Clerk is hereby directed to record the Annexation Agreement and the Development Plan, with the Douglas County Clerk and Recorder.

7. Repeal

Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

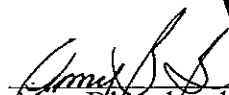
8. Validity

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Larkspur hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF LARKSPUR AFTER PUBLIC HEARING AND SIGNED THIS DAY OF June 19, 2003.

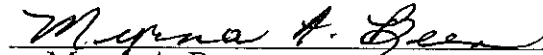
Votes Approving	<u>4</u>
Votes Opposed	<u>1</u>
Absent	<u>—</u>
Abstained	<u>1</u>

ATTEST:


Amy Blanchard
Town Clerk



**TOWN COUNCIL OF THE
TOWN OF LARKSPUR, COLORADO**

By: 
Myrna A. Been
Mayor

ANNEXATION AGREEMENT
REDEKER PROPERTY AND SPRUCE MOUNTAIN
PLANNED DEVELOPMENT

THIS AGREEMENT is made and entered into this 19th day of June, 2003.

1. PARTIES

The parties to this Agreement are the Town of Larkspur, a Colorado home rule municipality ("the Town") and Martin A. Redeker and Leslie Cathleen Redeker (collectively, "the Developer").

2. RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

- a. The Town is a home rule municipal corporation existing under the laws of the State of Colorado.
- b. Developer is the owner of the Property described in Exhibit A, attached hereto and incorporated herein by reference.
- c. Developer desires to annex the Property to the Town and for that purpose has submitted to the Town an Annexation Petition on April 3, 2003 ("the Petition").
- d. The Developer wishes to have the Property zoned Planned Development as provided herein.
- e. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Developer.

NOW THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Developer hereby agree as follows:

3. ANNEXATION

The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

4. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Larkspur Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Larkspur.

5. WATER SERVICES

- a. Delivery of Water Supply. The Town agrees to provide potable water to the Developer upon payment of the taps fees defined by ordinances in effect at the time of such payment. The Town agrees that it will maintain an adequate water supply to serve the Developer with up to one hundred fifty (150) three-quarter inch (3/4") equivalents.
- b. Responsibility for Planning. Developer agrees to participate with the Town in a periodic engineering review, the purpose of which will be to forecast the projected number of taps to be installed and the infrastructure needed to service such taps. The engineering review shall be initiated and maintained by the Town, upon thirty (30) days' notice to the Developer. If the Developer fails to participate in such engineering reviews, the Town will only be obligated to provide service to the taps that have been planned and paid for by the Developer as of the date of the last previous review.
- c. Water Rights. The Developer agrees to convey to the Town all water rights associated with or historically used in connection with the Property. Such conveyance shall be accomplished by appropriate deed, deemed acceptable by the Town's attorney. In addition to the foregoing referenced conveyance, Developer agrees that he will provide to the Town's attorney a copy of the Developer's water engineer's report and the Developer's water attorneys' reports for review only by the Town's attorney which reports shall be promptly returned intact to Developer and without having been copied. The Town's attorney may discuss with the Town Council any matters he has reviewed which have been provided by Developer as provided herein.
- d. Construction of Lines. Developer shall design, engineer, construct and install all infrastructure or improvements needed to provide water from the Town's water system to the Development, including but not limited to mains, connections, service lines, valves and other accessory or related items. All improvements shall be constructed to the Town's engineering standards and in accordance with the Town's written rules, regulations and procedures in effect at the time of such construction. If no rules,

regulations or procedures have been adopted by the Town, then such improvements shall be constructed to the engineering standards and in accordance with the written rules, regulations and procedures of Perry Park Water and Sanitation District in effect at the time of such construction. Upon completion of improvements other than service lines, such improvements shall be inspected by the Town and if deemed satisfactory, shall be initially accepted by the Town. Following such initial acceptance, the Developer shall warrant the improvements against any and all defects for a period of two (2) years. Following initial acceptance and completion of a two (2) year warranty period during which no defects are found which are attributable to Developer's improvements, the improvements other than service lines shall be finally accepted by the Town. At the time of initial acceptance, all improvements other than service lines shall be conveyed to the Town by instrument approved by the Town Attorney.

6. SEWER SERVICES

- a. **Delivery of Sewer Services.** It is anticipated by the parties that sewer service will be provided by Perry Park Water and Sanitation District. In the event that the Developer and Perry Park Water and Sanitation District are unable to reach an agreement regarding such service, then the Town agrees to make its best efforts to provide sewer service for up to 150 EQRs to the Property upon payment by Developer of sewer tap fees defined by ordinances in effect at the time of such payment.
- b. **Responsibility for Planning.** Developer agrees to participate with the Town in a periodic engineering review, the purpose of which will be to forecast the projected number of EQRs to be installed and the infrastructure needed to provide or maintain service. The engineering review shall be initiated and maintained by the Town, upon thirty (30) days notice to the Developer. If the Developer fails to participate in such engineering reviews, the Town will only be obligated to provide service to the EQRs that have been planned and paid for by the Developer as of the date of the last previous review.
- c. **Construction of Lines and Improvements.** Developer shall design, engineer, construct and install all infrastructure or improvements needed to collect and convey sewage from the Development, including but not limited to lift stations, pump stations, pressure mains, gravity mains, manholes, connections, service lines, valves and other accessory or related items. All improvements shall be constructed to the Town's engineering standards and in accordance with the Town's written rules, regulations and procedures in effect at the time of such construction. If no rules, regulations or procedures have been adopted by the Town, then such improvements shall be constructed to the engineering standards and

in accordance with the written rules, regulations and procedures of Perry Park Water and Sanitation District in effect at the time of such construction. Upon completion of improvements other than service lines, such improvements shall be inspected by the Town and if deemed satisfactory, shall be initially accepted by the Town. Following such initial acceptance, the Developer shall warrant the improvements against any and all defects for a period of two (2) years. Following initial acceptance and completion of a two (2) year warranty period during which no defects are found which are attributable to Developer's improvements, the improvements other than service lines shall be finally accepted by the Town. At the time of initial acceptance, all improvements other than service lines shall be conveyed to the Town by instrument approved by the Town Attorney.

- d. Pump Station Differential Capacity. The parties agree and acknowledge that Developer will construct a pump station in connection with the Development. To the extent that the Town Council desires to have the sewage pump station constructed in a manner or size to serve areas other than the Property, the Town agrees to pay the cost differential of such excess size or capacity. Developer and the Town Council agree to mutually participate in discussions with Perry Park Water and Sanitation District and to design the pump station with consideration for the interests of Developer, the Town and Perry Park Water and Sanitation District.

7. OTHER INFRASTRUCTURE AND IMPROVEMENTS

- a. Vaults, hydraulic control valves, pressure regulating valves, meters, isolation valves, air and vacuum valves, and other valves and hydrants required in order to provide water and sewer service to the Property will be provided by the Developer, as it directly relates to the Property.
- b. The parties recognize that other improvements, including but not limited to, acceleration and deceleration lanes may be required in connection with the development of portions of the Property. Such improvements will be constructed at the time a site specific development plan is submitted for such portions of the Property.

8. ZONING AND DEVELOPMENT

- a. Zoning Ordinance. The Developer hereby consents to having the Property zoned PD or "Planned Development," pursuant to the Development Plan and Guide that is adopted by Ordinance No. 3.86 contemporaneously with this Agreement, which Planned Development and zoning shall include a "mixed use" designation. Any industrial uses within the mixed use designation for the Planned Development shall be limited to those identified on Exhibit A attached hereto and incorporated herein as well as

any uses deemed similar by the Town Council to those identified on Exhibit A.

- b. **Town Fees.** The Developer hereby agrees to reimburse the Town for all reasonable costs of administrative and review expenses of the Town, including but not limited to engineering, planning, surveying, administrative and legal fees, rendered in connection with the preparation, consideration, processing or review of the annexation, zoning or development of the Property. In addition, the Developer shall reimburse the Town for all costs incurred in connection with the annexation, zoning or development of the Property, including but not limited to all recording costs and the costs of making corrections or additions to the official town map. The Developer agrees to pay all building fees, permit fees, use taxes, impact fees and excise fees as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at any time during the development of the Property. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees or taxes, as provided herein or in the Town Code. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any such amendment is Town-wide in application. Any such amendment to the fees shall be deemed incorporated into this Agreement as if originally set forth herein.

9. PERMITTED DEVELOPMENT

- a. **Planned Development Procedures and Associations.** The Developer shall develop the Property in accordance with this Agreement, the approved Planned Development Plan and Guide, Town ordinances and regulations, and applicable state and federal laws and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Developer shall cause to be created one or more owners' associations and/or architectural review committees for the purpose of maintaining the common areas, both public and private, as provided in the Planned Development and the review of proposed uses or development. No building permits shall be issued for any portion of the Property until the Developer has established such association(s) to the satisfaction of the Town Council, including provisions for enforcement of maintenance and repair obligations of such association.
- b. **Review of Use Applications.** If an architectural review committee approves or disapproves an application for use and in doing so thereby fails to substantially comply with the design guidelines set forth in the Spruce Mountain Planned Development Plan and Guide or the associated covenants, conditions and restrictions, the Town Council may on its own

initiative by majority vote supplant the decision of such review committee with its own decision regarding an application for use. Such an initiative by the Town Council must take place within forty-five (45) days of the decision of the review committee or the original decision of the review committee shall be deemed final. Any decision by the review committee shall be reduced to writing and promptly submitted to the Town Council.

- c. Change of Guidelines. The guidelines set forth herein and in the Planned Development Plan and Guide as well as any conditions, covenants or restrictions adopted by Developer shall be changed only upon the approval of the Town Council. Any request for approval of a change or amendment which is requested by an owners' association or architectural review commission shall not be unreasonably or untimely withheld by the Town Council.

10. ECONOMIC IMPACT ANALYSIS

Developer shall provide, prior to final reading of the annexation and zoning ordinance, an updated economic impact analysis documenting that there will be no negative fiscal impact to the Town as a result of annexation and development of the Property.

11. PHASING OF DEVELOPMENT

Developer proposes to develop the Property in phases depending upon market demand. The Town agrees such phased development is appropriate under the applicable terms of this Agreement and the Planned Development Plan and Guide.

12. DEVELOPER'S OBLIGATION TO PERFORM

The Developer is entering into this Agreement and is undertaking the obligations imposed upon the Developer herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property Planned Development. Performance of the Developer's obligations hereunder is expressly conditioned upon the Town's adoption of such annexation and zoning ordinances. If the Town fails to adopt such ordinances, then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

13. VESTED RIGHTS

The Developer waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

- a. Any development rights acquired pursuant to this Agreement or under the Planned Development shall be vested for a period of ten (10) years notwithstanding the Town's general use of a three-year vesting period.
- b. A site specific development plan as used herein and in the development or improvement of the Property pursuant to the Planned Development Guide shall mean a plan that provides for the following:
 - Description of proposed use and improvement
 - A survey of the Property to be improved
 - Elevations and setbacks
 - Architectural rendition of proposed use
 - General landscape plan
 - Road cuts
 - Water and sanitation requirements

14. REFERENDUM

In the event that the ordinances to be considered by the Town relative to the annexation and zoning of the Property become the subject of a citizen petitioned referendum, the ordinances subject to such referendum, and this Agreement shall be suspended pending the outcome of the referendum. If the result of the referendum election is to reject such annexation or zoning, all of the provisions contained herein shall be null and void and of no effect, and such rejection shall be deemed a "failure to serve" pursuant to Section 31-12-119, C.R.S., but shall not be deemed to be a default by the Town hereunder and the remedies provided to the Developer herein shall not be available. Conversely, if the result of such referendum election is to affirm such annexation and zoning, the Property shall be deemed finally annexed and zoned, whereupon this Agreement shall become effective and the parties shall be bound by all of the terms and conditions contained herein as of the effective date of this Agreement. In the event of such referendum, the parties agree to cooperate in the defense of the annexation and zoning of the Property. The Developer shall reimburse the Town for all costs and attorneys' fees in defending and participating in such referendum, including but not limited to the costs of the referendum election.

15. REMEDIES

The Developer's remedies against the Town for the Town's breach of this Agreement are limited to specific performance. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.

- b. The revocation of any 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. A demand that the security for the completion of the public improvements be paid or honored.
- d. A claim for damages for actual unpaid sums due and owing by the Developer under this Agreement. The Town shall not have a claim for consequential or exemplary damages.

16. AUTHORITY OF THE TOWN

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.

17. TERMINATION

If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

18. BINDING EFFECT

This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

19. ASSIGNMENT

Developer may assign its rights and duties hereunder in whole or in part to others who become fee title holders or ground lessees of the Property or any portion thereof with the Town's permission, which permission will not be unreasonably withheld. No assignment shall release the Property from any restrictions imposed upon the Property by this Agreement, unless a specific release has been given by the Town in writing. The Town may, but shall not be obligated to, release the seller or ground lessor in such transactions, however, any such release must be

executed in writing by the Town and recorded with the Douglas County Clerk in order to be effective.

20. RECORDATION OF AGREEMENT

This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado upon the effective date of Ordinance No. 3.86, which is the ordinance accomplishing the annexation of the Property.

21. EFFECTIVE DATE

This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

22. SEVERABILITY

It is understood and agreed by the parties 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 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.

23. 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 Douglas County, Colorado.

24. NOTICE

All notices 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 address of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town:

Mayor and Town Board
Town of Larkspur
P. O. Box 310
Larkspur, CO 80118

With a required copy to: Scotty P. Krob, Esq.
Attorney at Law
Penthouse
8400 E. Prentice Avenue
Greenwood Village, CO 80111

To the Developer: Martin Redeker
9676 S. Perry Park Road
Larkspur, CO 80118

With a required copy to: Eugene S. Burk
Burk & Burk
8400 E. Prentice Ave., Suite 1005
Greenwood Village, CO 80111

25. WAIVER

No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

26. FURTHER ASSURANCES

Each party shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.

27. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

28. NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the parties hereto, their successors and assigns and nothing contained in this Agreement shall give or allow any claim or right of action by any other third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.


29. ENTIRE AGREEMENT – AMENDMENTS

This Agreement embodies the whole agreement between 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. This Agreement may be amended by written agreement between the Developer and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

TOWN OF LARKSPUR, COLORADO

By Myrna A. Been
Myrna A. Been, Mayor

ATTEST 
Amy Blanchard
Amy Blanchard, Town Clerk

S E A L

TRI-R INVESTMENTS, LLC

By Martin A. Redeker
Martin A. Redeker, Manager

Martin A. Redeker
Martin A. Redeker

Leslie Cathleen Redeker
Leslie Cathleen Redeker

ATTEST:

Sheryl L. Jones
[Name, Title]
Clerk & Notary

My Commission Expires
November 25, 2006

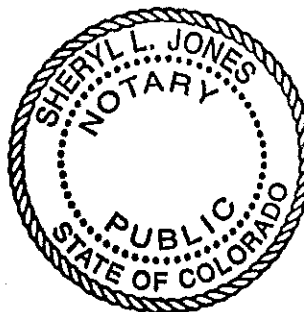


EXHIBIT A

- Automobile service station with gas pumps
- Bakery (wholesale)
- Bank
- Bar/lounge
- Boarding house
- Carpentry shop
- College
- Construction office
- Daycare facility for employees' children
- Equipment rental
- Farm implement sales
- Fire station
- Food/beverage processing plant
- Greenhouse/plant nursery
- Hardware store
- Library
- Mini-warehouse
- Office – general/medical/professional/government
- Office – temporary
- Open space/trails
- Park/playground
- Parking lot
- Plant nursery/greenhouse
- Printing/copy service (retail)
- Product distribution/storage (no hazardous materials)
- Recreational facility (indoor/outdoor)
- Recreational vehicle storage and lot
- Recycle/trash transfer facility
- Research and development facility
- Restaurant/fast food (including drive-up facility)
- Satellite receiving dish for individual business use
- School (private and public - K through 12)
- Sheriff station and storage area – commercial
- Tire store
- Trash transfer facility
- Truck terminal
- University
- Upholstery supply/repair
- Utility service facility
- Veterinary clinic/hospital
- Warehouse

- Wastewater treatment/storage for pump station requirements pursuant to the Annexation Agreement and the Planned Development
- Wholesale business – general merchandise