

ORDINANCE NO. 9.03

AN ORDINANCE AUTHORIZING THE LEASE-PURCHASE OF
REAL PROPERTY AND DIRECTING THE MAYOR TO EXECUTE A
MUNICIPAL LEASE AND OPTION AGREEMENT

WHEREAS, the Town of Larkspur wishes to acquire real property for governmental uses; and

WHEREAS, First National Bank of Castle Rock is the owner of certain real property described as follows:

See legal description attached hereto as Exhibit "A"

WHEREAS, the Town of Larkspur is empowered to lease real property, including an option to purchase said property, pursuant to Section 8.05 of the Charter of the Town of Larkspur; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Larkspur that:

1. The Town Council of the Town of Larkspur hereby authorizes the lease of real property, identified and described on Exhibit "A" attached hereto, with an option to purchase said property at an annual rental not to exceed \$11,000.00 and for a term not to exceed eleven (11) years, as more particularly set forth in the Municipal Lease and Option Agreement dated September 1, 1991, and hereafter referred to as the "Agreement."

2. The Town Council of the Town of Larkspur hereby authorizes the purchase of the real property in an amount not to exceed \$75,000.00, which purchase price shall decline each year during the term of the lease as more particularly set forth in the Agreement.

3. The Mayor and Town Clerk be authorized to execute the Agreement and all other documents necessary to effectuate the lease and option to purchase of the property described above.

4. This ordinance shall take effect five (5) days after it is posted, in accordance with Section 3.20 of the Town Charter.

Introduced as an ordinance at a regular meeting of the Town Council of the Town of Larkspur, Colorado, on the 21st day of August, 1991, and passed by a vote of 5 for, 1 against, and 0 abstentions, and ordered published.

Florance Buresh
Mayor

ATTEST:

Jessa La Bell
Town Clerk

Publication Date: _____

I hereby certify that the within Ordinance No. 9.03 was published on the _____ day of _____, 1991, in the Douglas County News-Press, the newspaper of general circulation published in the County of Douglas, State of Colorado; and I further certify that the within Ordinance No. 9.03 was posted on the bulletin board at the Town Hall of the Town of Larkspur from September 4, 1991 to _____, 1991.

Town Clerk

EXHIBIT "A"

A PARCEL OF LAND BEING A PART OF SECTIONS 27 AND 34, TOWNSHIP 9 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION INTERSECTS THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 85;

THENCE NORTHERLY AND ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES:

NORTH 04 DEGREES 30 MINUTES 28 SECONDS EAST, 745.72 FEET;
THENCE SOUTH 85 DEGREES 29 MINUTES 32 SECONDS EAST, 10.00 FEET;
THENCE NORTH 04 DEGREES 30 MINUTES 28 SECONDS EAST, 192.17 FEET TO A POINT OF CURVE;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2865.00 FEET, A CENTRAL ANGLE OF 2 DEGREES 30 MINUTES 23 SECONDS AN ARC LENGTH OF 125.33 FEET TO A POINT ON SAID CURVE;

THENCE DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89 DEGREES 19 MINUTES 14 SECONDS EAST A DISTANCE OF 1128.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE DENVER AND RIO GRANDE RAILROAD;
THENCE SOUTHERLY AND ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING SIX COURSES:

SOUTH 10 DEGREES 47 MINUTES 16 SECONDS WEST 241.18 FEET;
THENCE SOUTH 11 DEGREES 03 MINUTES 14 SECONDS WEST, 159.30 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5679.65 FEET, A CENTRAL ANGLE OF 07 DEGREES 12 MINUTES 54 SECONDS, AN ARC LENGTH OF 715.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 34;
THENCE NORTH 87 DEGREES 46 MINUTES 04 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 34, 52.19 FEET;
SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5629.65 FEET, A CENTRAL ANGLE OF 04 DEGREES 10 MINUTES 01 SECOND, AN ARC LENGTH OF 409.43 FEET;
THENCE SOUTH 23 DEGREES 39 MINUTES 20 SECONDS WEST, 62.95 FEET;

THENCE DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE NORTH 89 DEGREES 19 MINUTES 14 SECONDS WEST, 774.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 85;
THENCE NORTH 04 DEGREES 30 MINUTES 28 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 467.43 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

PETITION FOR ANHEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF LARKSPUR, COLORADO

The undersigned landowners, in accordance with the provisions of Colorado Revised Statutes 1973, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, hereby petition the Mayor and Board of Trustees of the Town of Larkspur, Colorado, for annexation to the Town of Larkspur the unincorporated territory situate and being in the County of Douglas and State of Colorado, described on Exhibit "A" attached hereto and made a part hereof.

Petitioners further state to the Mayor and Board of Trustees of Larkspur, Colorado, as follows:

1. That it is desirable and necessary that such territory be annexed to the Town Larkspur, Colorado.
2. That the requirements of C.R.S. 1973, 31-12-104 and 31-12-105 exist or have been met, in that:
 - a. Not less than one sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Larkspur, Colorado.
 - b. A community of interest exists between the territory proposed to be annexed and the Town of Larkspur, Colorado.
 - c. That the territory proposed to be annexed is urban or will be urbanized in the near future and that the territory to be annexed is integrated or is capable of being integrated with the Town of Larkspur, Colorado.
 - d. That no land in the territory sought to be annexed which is held in identical ownership and consisting of either a single tract or parcel, or two or more

contiguous tracts or parcels has been divided or a portion thereof excluded from the area to be annexed without the the written consent of the owners thereof.

- e. That no land in the territory sought to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 has been included in the area to be annexed without the written consent of the landowners.
 - f. That the annexation herein requested will not result in the detachment of the area from the school district in which it is located.
 - g. That no proceedings have been commenced for the annexation of all or a part of the territory proposed to be annexed to another municipality.
3. That your petitioners state that they have consented and do consent to the incorporation of that tract of land, presently owned by them and owned by them at the date of incorporation of the Town of Larkspur, lying easterly of the parcel described in Exhibit "A" attached hereto into the Town of Larkspur, Colorado.
 4. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map containing a written legal description of the boundaries of the area proposed to be annexed, and showing the boundaries of the area proposed to be annexed, together with the location of each ownership within said area and the contiguous boundaries of the existing Town limits and the dimensions thereof.
 5. That, upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and all ordinances,

resolutions, rules and regulations of the Town of Larkspur, except for general property taxes of the Town of Larkspur, which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.

5. That your petitioners represent one hundred percent (100%) of the landowners of the territory sought to be annexed and, thus, notice and hearing are not required.

Therefore, your petitioners would respectfully request that the Mayor and Board of Trustees of the Town of Larkspur, Colorado, approve the annexation of the area described herein.

Signed:

AMERICAN FEDERATION OF HUMAN RIGHTS, a Colorado corporation

BY: Clarice Pickie
President

ATTEST:

Harvey M. White
Secretary

Dated: MARCH 2, 1980

Owner of 100% of the land described in Exhibit "A" attached hereto.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who, being first duly sworn upon oath, deposes and says:

That he was the circulator of the foregoing Petition for Annexation of lands to the Town of Larkspur, Colorado, consisting of six (6) pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Harvey Z. McCallister
Circulator

STATE OF Ill. }
COUNTY OF DuPage } ss.

The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this 3 day of ^{March}~~February~~, 1980, by

John R. Joubert
Witness my hand and official seal.

John R. Joubert
Notary Public

My commission expires: 3/27/88

TRACT A

A tract of land situated in Section 33, Township 9 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 33 and considering the West line of said Section 33 to bear S 1°02'22"W with all bearings contained herein relative thereto:

Thence S 1°02'22"W along said West line a distance of 265.82 feet to a point on the South Right of Way line of County Road No. 60;

Thence S 43°41'21"E along said South Right of Way line a distance of 283.18 feet;

Thence S 52°54'24"E along said South Right of Way line a distance of 58.07 feet;

Thence S 89°32'46"E along said South Right of Way line a distance of 188.75 feet to the true point of beginning;

Thence continuing S 89°32'46"E along said South Right of Way line a distance of 2731.88 feet;

Thence S 1°02'22"W a distance of 3533.84 feet;

Thence N 89°18'33"W a distance of 503.19 feet to the Southeast corner of the North ½ of the Southwest ¼ of said Section 33;

Thence N 89°18'33"W a distance of 2663.58 feet to the Southwest corner of said North ½ of the Southwest ¼;

Thence N 1°02'22"E along the West line of Section 33 a distance of 3084.33 feet;

Thence S 89°32'46"E a distance of 435.00 feet;

Thence N 1°02'22"E a distance of 436.41 feet to the point of beginning;

Containing 252.068 acres, more or less.

TRACT B

A tract of land situated in the Section 33, Township 9 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows: Commencing at the Northwest corner of said Section 33 and considering the West line of said Section 33 to bear S 1°02'22"W with all bearings contained herein relative thereto; Thence S 1°02'22"W along said West line a distance of 265.82 feet to the South Right of Way line of County Road No. 60 and to the true point of beginning; Thence S 43°41'21"E along said South Right of Way line a distance of 283.18 feet; Thence S 52°54'24"E along said South Right of Way line a distance of 58.07 feet; Thence S 89°32'46"E along said South Right of Way line a distance of 188.75 feet; Thence S 1°02'22"W a distance of 436.41 feet; Thence N 89°32'46"W a distance of 435.00 feet to the West line of said Section 33; Thence N 1°02'22"E along said West line a distance of 674.29 feet to the point of beginning; Containing 5.000 acres, more or less.

QUIT CLAIM DEED

State Documentary Fee
Date MAY 05 1980
\$ None

COLORADO RENAISSANCE FESTIVAL, INC., whose street address is 107 1/2 South Gaylord Street, City and County of Denver, State of Colorado, for the consideration of Ten (\$10.00) Dollars, in hand paid, hereby sells and quitclaims to the Town of Larkspur, County of Douglas, State of Colorado, the following real property in the County of Douglas and State of Colorado, to wit:

All of the unappropriated, non-tributary ground water which underlies the real property described on Exhibit "A" attached hereto and made a part hereof, including but not limited to all rights in and to water located in the Dawson Arkose Formation, Denver Formation, Arapahoe Formation and Laramie Fox Hills Formation of the Denver Basin

with all its appurtenances.

SIGNED this 26th day of April, 1980.

COLORADO RENAISSANCE FESTIVAL, INC.

By: John H. Robinson, President

STATE OF Colorado)
) ss:
COUNTY OF Douglas)

On this 26th day of April, 1980, before me, a Notary Public in and for said State, duly commissioned and sworn, before me personally appeared JOHN H. ROBINSON, known to me to be the President of COLORADO RENAISSANCE FESTIVAL, INC., and who executed the foregoing instrument as such President, and by me first duly sworn, acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this acknowledgment first above written.

[Signature]
Notary Public
COLO

My Commission Expires:
November 11, 1976

LEGAL DESCRIPTION

PARCEL A

A tract of land situated in Section 33, Township 9 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 33 and considering the West line of said Section 33 to bear S 1°02'22"W with all bearings contained herein relative thereto;
thence S 1°02'22"W along said West line a distance of 265.82 feet to a point on the South Right of Way line of County Road No. 60;
thence S 43°41'21"E along said South Right of Way line a distance of 283.18 feet;
thence S52°54'24"E along said South Right of Way line a distance of 58.07 feet;
thence S89°32'46"E along said South Right of Way line a distance of 188.75 feet to the true point of beginning;
thence continuing S 89°32'46"E along said South Right of Way line a distance of 2731.88 feet;
thence S1°02'22"W a distance of 3533.84 feet;
thence N89°18'33"W a distance of 503.19 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of said Section 33;
thence N89°18'33"W a distance of 2663.58 feet to the Southwest corner of said North 1/2 of the Southwest 1/4;
thence N1°02'22"E along the West line of Section 33 a distance of 3684.33 feet;
thence S89°32'46"E a distance of 435.00 feet;
thence N1°02'22"E a distance of 436.41 feet to the point of beginning.

PARCEL B

A tract of land situated in the NW 1/4 of Section 33, Township 9 South, Range 67 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows;

Commencing at the Northwest corner of said Section 33 and considering the West line of said Section 33 to bear S1°02'22"W with all bearings contained herein relative thereto;
thence S1°02'22"W along said West line a distance of 265.82 feet to the South Right of Way line of County Road No. 60 and to the true point of beginning;
thence S43°41'21"E along said South Right of Way line a distance of 283.18 feet;
thence S52°54'24"E along said South Right of Way line a distance of 58.07 feet;
thence S89°32'46"E along said South Right of Way line a distance of 188.75 feet;
thence S1°02'22"W a distance of 436.41 feet;
thence N89°32'46"W a distance of 435.00 feet to the West line of said Section 33;
thence N1°02'22"E along said West line a distance of 674.29 feet to the point of beginning.

COUNTY OF DOUGLAS

COPY

EXHIBIT "A"

ANNEXATION CONTRACT
FIRST ANNEXATION TO LARKSPUR

THIS AGREEMENT is made by and between THE TOWN OF LARKSPUR, State of Colorado, hereinafter called "Town", and COLORADO RENAISSANCE FESTIVAL, INC., a Colorado corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer has entered into a contract entitling Developer to purchase certain lands described in Exhibit "A", and desires to annex said lands to the Town of Larkspur, to be known as "First Annexation to Larkspur" (said lands are referred herein as the "annexed area"); and

WHEREAS, the parties hereto desire to set forth the respective duties, responsibilities, rights and obligations of the parties hereto with respect to said annexation and the development of the annexed area;

NOW, THEREFORE, the parties agree as follows:

1. The Town shall have the following duties and responsibilities, and hereby agrees:

A. To permit Developer to connect with the Town's water mains and sewer lines when constructed and installed at locations approved by Town's engineer at such time if ever such connection becomes practically and financially feasible, or when such connection is required under paragraphs 2A and/or 2B hereof.

B. To furnish water and sewer service from and after connection to said water mains and sewer lines to users of such services within said annexed area and charge such rates and connection charges as are then applicable by Town ordinance to all similar users of the Town's water and sewer services.

C. To accept for continual maintenance dedicated water mains, sewer lines, and manholes, and fire hydrants, at such time as water and/or sewer services are extended to the annexed area, provided they are completed to Town's specifications, subject to a one (1) year warranty by Developer against defective materials and/or workmanship, which year shall commence as set forth in paragraph 1E below.

D. To accept for continual maintenance all dedicated streets, culverts, bridges and drainage structures, as soon as the same are completed to Town's specifications, subject to a one (1) year warranty by Developer against defective materials and/or workmanship, which year shall commence as set forth in paragraph 1E below.

E. Developer's one (1) year warranty, as set forth in paragraph 1C and 1D above, shall commence upon acceptance of the warranted installation by Town. Town's acceptance shall be evidenced by a letter executed by an official to be subsequently designated by Town. Developer's warranty, with regard to the installations therein described, shall expire on the first anniversary date of said letter. Said letter, or a letter specifically enumerating and describing those defects which preclude Town's acceptance of said installation shall be sent to Developer within thirty (30) working days of Developer's written request for inspection and acceptance. Failure of Town to respond to Developer's request for inspection and acceptance within said thirty (30) day period shall constitute acceptance of the installations described in Developer's letter requesting inspection and acceptance and the above described one (1) year warranty shall commence on the thirty-first (31st) working day following the date of Developer's letter requesting inspection and acceptance, for the installations described therein.

2. Developer shall have the following duties and responsibilities and hereby agrees as follows:

A. At such time as Town's water system is within four hundred (400) feet of Developer's water distribution system, if any, to engineer, furnish material for, and install at Developer's expense, water mains to Town specifications from Developer's water distribution system to Town's water system; provided, however, that Developer may maintain individual water system and services provided the same is approved by the responsible state and local agencies until such time as Town's water system is within four hundred (400) feet of Developer's individual water distribution system.

B. At such time as Town's sewer facilities are within four hundred (400) feet of any individual sanitary sewer facility maintained by Developer, to engineer, furnish material for, and install at Developer's expense, vitrified clay sewer lines to Town specifications connecting to Town's sewer facilities, with manholes to be installed in accordance with Town specifications, and to install all service sewer lines; provided, however, that Developer may maintain individual sanitary sewer systems, provided the same are approved by the responsible public health agency until such time as Town's service is within four hundred (400) feet of any individual sanitary sewer facility maintained by Developer, at which time said individual system must be abandoned and connected to the Town's system.

C. To engineer, furnish material for, and install at Developer's expense, streets as platted according to all applicable Town specifications, if dedicated public streets are ever proposed.

D. To present plats to the Town for approval and to file the same showing all property lines, easements, and rights-of-way, and further to present sewer and water plans and maps showing the location and depth of sewer lines and water mains to the Town for approval (if applicable), and to provide the Town with eight (8) copies of recorded plats. The plats shall be recorded within ninety (90) days of approval by the Town. Developer shall reimburse the Town for all reasonable costs incurred by Town in so platting the annexed area. The parties acknowledge that Developer has made a deposit with the Town in the amount of Five Hundred (\$500.00) Dollars toward such reimbursement.

E. To convey to the Town all sewer lines and water mains installed at such time as the Town's water and sewer lines are within four hundred (400) feet of Developer's system, as provided in paragraphs 2A and 2B. The same shall be accomplished by dedication on the plat or with consent of Town by deed.

F. In the event public water facilities are extended to the area in accordance with paragraph 2A, to install fire hydrants

so that no dwelling within the said annexed area shall be more than two hundred fifty (250) feet from a hydrant.

G. To install non-electric traffic and street signs, as the same may be required by Town.

3. The parties agree that all of the above obligations of Developer shall be at Developer's expense and shall be at no expense to the Town.

4. Developer shall pay to the Town such sewer and water tap fees as shall be established by ordinances of general applicability of the Town.

5. Developer agrees that that portion of the annexed area designated as the land to be dedicated to the Town on the P.U.D. Site Plan referred to in paragraph 8 hereof has been or will be donated to the Town. It is understood and agreed that said ground shall be free and clear of all liens and encumbrances in an undeveloped state and that extension of utilities and streets to, or through, such land shall be Town's responsibility. Developer shall also pay to the Town \$28,794.98 in lieu of Developer's donation to the Town of ten (10%) percent (less the portion of the annexed area to be donated to the Town pursuant to the previous provisions of this paragraph 5) of the annexed area payable \$9,598.33 within 45 days after the effective date of the annexation and the balance by delivery to the Town of Developer's promissory note in the principal amount of \$19,196.66, with interest at the rate of 8% per annum, payable in eight (8) equal quarterly installments of principal and quarterly payments of interest on the unpaid principal balance, the first of said installments to be paid on August 1, 1980, and the remaining installments to be paid on the first day of each calendar quarter thereafter until paid in full. Said promissory note shall be personally guaranteed by Raymond O. Mithun, Jr., a stockholder of the Developer.

6. Upon the effective date of the annexation, Developer shall convey to the Town all of the unappropriated, non-tributary ground water, free and clear of all liens and encumbrances, to the extent

of Developer's entitlement thereto, underlying that portion of the annexed area and the Town and Developer shall enter into a License Agreement in the form attached hereto as Exhibit "B".

7. Upon the request of the Town, the Developer shall convey by dedication or otherwise to the Town up to five (5) acres of the annexed area ("Substituted Land"), in substitution of a portion or all of the portion of the annexed area dedicated to the Town pursuant to Paragraph 5 hereof (the "Dedicated Land"), together with easements and rights-of-way reasonably necessary for use by the Town for access to said Substituted Land and for water pipelines and other utilities from said Substituted Land over and under the annexed area in exchange for the conveyance to the Developer of an equal portion or all, as the case may be, of the Substituted Land. The description and location of the Substituted Land shall be determined by mutual agreement between the Town and Developer. Such Substituted Land and the land conveyed to the Developer in exchange therefore, shall be free and clear of all liens and encumbrances.

8. Notwithstanding anything to the contrary contained herein, it is understood and agreed between the Town and the Developer that at such time as the Town would be obligated to permit the Developer to connect with the Town's water mains and sewer lines and provide water service to the annexed area and Developer would be obligated under subparagraphs A, B, E and F of paragraph 2 hereof, it may not be financially or otherwise practical to the Town and/or the Developer for the annexed area to be incorporated into the Town's water and/or sewer systems. Therefore, it is agreed between the parties that notwithstanding the previous provisions of this Agreement, neither the Town nor the Developer shall be obligated under such provisions of this Agreement if, at the time that the Town and the Developer would otherwise be obligated to incorporate the annexed area into the water and/or sewer system of the Town, it is reasonably deemed impracticable to the Town and/or the Developer. Such obligations shall be suspended until such time as incorporating the annexed area into the Town's water and/or sewer systems becomes reasonably practical to the Town and Developer.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

DONE AND SIGNED by the parties hereto, this 26th day of April, 1980.

TOWN OF LARKSPUR

By: *James P. ...*
Mayor

Attest:

Marilyn Bryant
Town Clerk

COLORADO RENAISSANCE FESTIVAL,
INC.

By: *J. H. ...*
President

