

HOMESTEAD NORTH ANNEXATION AGREEMENT

THIS AMENDED AGREEMENT is made and entered into this 12th day of July, 2007, by and between the CITY of RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter "City"), and WSJ, LLC (hereinafter "Owner").

WITNESSETH:

WHEREAS, on June 21, 2006, there was filed with the City Clerk a Petition requesting that the City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Garfield, State of Colorado, and described in Exhibit A (Homestead North Annexation Boundary Description), attached hereto and incorporated herein, by this reference, which parcel is known as the "HOMESTEAD NORTH Annexation" (hereinafter the "Property");

WHEREAS, the City and Owner desire to enter into this Annexation Agreement (hereinafter "Agreement") to set forth their agreements concerning the terms and conditions of annexation of the Property to the City.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Purpose. The purpose of this document as an Annexation Agreement is to set forth the terms and conditions of the annexation of the Property. Moreover, the parties agree and acknowledge that it is their intent that this Annexation Agreement shall be enforceable as an annexation agreement, and that the Owner waives any objection to the enforcement of this document as a contractual obligation consistent with annexation agreements. Thus, this Agreement is intended to provide a contractual relationship between the City and the Owner to ensure compliance with all requirements contained therein. All conditions herein are in addition to any and all requirements of the City Municipal Code (hereinafter "Code") and any and all state statutes.

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City, the Owner and any party succeeding to any interest of the Owner in and to any parcel for which Final Subdivision Plat and approval for development of said parcel has not occurred. Obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein), that run with the land following Final Subdivision Plat approval shall be limited to those set forth herein or referenced on any Final Subdivision Plat or in any approval document, and any exhibits or attachments thereto. This Agreement and any other agreement(s) between the City and the Owner may be enforced, amended, modified, terminated or released only by the City, the Owner and any party succeeding to any interest of the Owner in and to any part of the Property which has not been granted Final Plat approval.

3. Annexation Fees, Credits, and Conditions. The Owner agrees to pay to the City the fees set forth below and shall receive credits towards said fees, as referenced herein. Any fees that may be required by this Agreement and the Code to be paid by the Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared invalid. Payment of all such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of the Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Paragraph 2, above.

A. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of the annexation, zoning, or subdivision review of the Property.

B. Water Rights:

(1) General Requirements. To the extent Owner's water rights dedications do not fulfill the water rights dedication requirements set forth in Rifle Municipal Code, Section 10.20.00, et seq., then in effect at the time of Final Plat for each Phase, Owner shall dedicate additional water rights acceptable to the City or, at the City's option, pay the in lieu of water rights dedication fee at the rate then in effect. The EQR value for the property shall be calculated at Final Plat for the portion of the property then the subject of Final Plat.

(2) Water Rights Dedication. Owner owns 0.15cfs out of Priority 80 of the Rifle Creek Cannon Ditch appurtenant to this property. Those water rights will be retained by Owner, for eventual conveyance to the Homestead North Homeowners' Association for irrigation of the lots.

(3) First Right of Refusal. The City shall have a first right of refusal to purchase said water rights.

(4) Water Usage Limitation. Water rights dedication fees shall be limited to 1 EQR per lot and Owner shall provide by covenant and plat note that sprinklered landscape irrigation with treated water is limited to a maximum of 5,000 square feet (Drip irrigation shall convert at a ratio of 10 to 1).

C. Parkland and Trail Dedications, Fees, and Credits.

(1) General Requirements. As a condition of annexation of the Property, the Owner agrees to comply with the Parkland Dedications as specified by Resolution No. 6, Series of 2000 (Parkland Dedications for newly annexed areas are double the in-town Parkland Dedication requirements). Pursuant thereto, the Owner shall pay 100% of the Parkland Dedication Fees due under the Code at the time of Final Plat, less any credits allowed under this Agreement. At the time of building permit application, the building permit applicant shall pay 100% of the Parkland Dedication Fees due pursuant to Code Sections 16-1-90 and 16-4-110,

then in effect, less any credits allowed under this Agreement. Payment of such Fees by the Owner and building permit applicant shall constitute complete satisfaction of the City's Parkland Dedication requirements for the Property. If the Property is subsequently re-subdivided, re-platted or rezoned, additional Parkland Dedication requirements may be due pursuant to the Code.

(2) On Site Park Land Credits. None.

D. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone Impact Fees. The Owner shall pay a Northeast Tank Upper Pressure Zone Impact Fee for all lots within the Property, as follows.

(a) NTUPZ Fee Payment. The NTUPZ Fee then in effect, shall be paid, one-half at time of Final Plat, for those lots included in the subject Final Plat, and one-half at the time of building permit application. The amount due at the time of building permit shall be the difference between the Fee then in effect, and the amount paid by Owner at time of Final Plat. If the Fee, then in effect, is less than that paid at Final Plat, neither the Owner nor the building permit applicant shall be entitled to any refund.

(b) NTUPZ Fee Proposed. The NTUPZ Fee now in effect is \$1960 per single family residence. Notwithstanding the foregoing, the fees set forth above shall apply until an ordinance of general applicability is adopted, which shall then apply.

(2) Northeast Tank Upper Pressure Zone Service Surcharge. Lot owners within the Property shall be obligated to pay the Northeast Tank Upper Pressure Zone Service Surcharge. If the Northeast Tank Upper Pressure Zone Service Surcharge includes a capital recovery component for recovery of the original construction cost of the Northeast Tank Upper Pressure Zone, Lot owners within the Property shall be entitled to a credit against said capital recovery for all Northeast Tank Upper Pressure Zone Impact Fees previously paid.

E. Offsite Street Impact Fees and Credits.

(1) General Requirements. As a condition of annexation of the Property, the Owner agrees to pay the then applicable Offsite Street Impact Fee, 36% at Final Plat and 66% at building permit. Said amount constitutes complete satisfaction of the City's Offsite Street Impact Fees requirements for the Property. If the Property is subsequently re-subdivided, re-platted or rezoned, additional Offsite Street Impact Fees may be due pursuant to the Code.

(2) Offsite Street Impact Fee Credits. Owner shall be entitled to a credit against said Impact Fees for the amount by which costs of constructing the Graham Mesa Ave. Trail exceed the estimated costs of improving the west one-half of Graham Mesa Ave. (fka CR 233/Firethorn Ave.) to City of Rifle Collector Street (Residential Type 2 PWM Drawing ST-2B 11/6/02).

F. Onsite Street Improvements. Owner is obligated to construct the following streets, as onsite public improvements, which shall be constructed per the phasing plan approved at Preliminary Plan:

(1) County Road 233. In lieu of constructing the westerly one-half of Graham Mesa Ave. (fka CR 233) along the easterly boundary of the Property, Owner has agreed to construct a separated 6 foot wide trail from 16th St. to the north boundary of the Property. Owner shall have no further obligation to contribute to construction of Graham Mesa Ave. The

Homestead North Homeowners Association shall be responsible for landscaping and maintenance of the area between the separated trail and the westerly edge of curb or barrow pit for that portion of the trail located on the Homestead North property.

(2) Internal Driveways/curb cuts. The Property shall be entitled to a maximum of two curb cuts onto Graham Mesa Ave. Access to individual lots from said curb cuts shall be by shared driveways, maintained by the Association. The City of Rifle shall be granted an easement over any such driveways for emergency and administrative access.

G. Street Dedications. Street dedications shall be made as follows:

(1) County Road 233. Owner shall dedicate the easterly thirty-five feet (35') of the Property as right of way for Graham Mesa Ave on the initial Final Plat. The existing prescriptive county road right-of-way for CR 233, thirty feet (30') east of the existing centerline of CR 233 has been dedicated by Garfield County by the Annexation Map.

(2) Interior Streets/Driveways. Interior streets (shared driveways) shall be owned and maintained by the Association up to the city street right-of-way line.

(3) Operation, Maintenance, Repair, and Replacement of Public Dedications. Except as expressly provided for herein or the Code, following dedication of any right-of-ways to the City, construction by the Owner and acceptance by the City, the City shall be obligated to operate, maintain, repair and replace all such public dedications..

4. Zoning. The Property is proposed to be zoned as LDR subject to approval of the Owner's request for zoning by the City Council. Owner consents to said zoning.

5. General Conditions for Entire Property.

A. Subdivision Improvements Agreement. Owner agrees to enter into a Subdivision Improvements Agreement, in the form and terms required by Code Section 16-4-170, 16-5-440(d)(1) and 16-6-180(c)(2) of the Rifle Municipal Code. , as a condition of any final plat approval for any portion of the Property.

B. Homeowners Association. The Owner shall form a homeowners association or make other acceptable provision for maintenance of common open space and any other ongoing obligations of the Homestead North Subdivision, if any, and to perform such other functions as the homeowners may deem necessary as approved by the City at the time of Preliminary Plan.

C. Undeveloped Property Maintenance. Until the Property is fully developed, or maintenance is accepted by the homeowners association or others, Owner shall be responsible for mowing, trash collection, maintenance of ditches and perimeter fences, and control of noxious weeds on all portions of the Property under its ownership or control, including unimproved public dedications, as required by the Rifle Municipal Code.

D. Vested Rights. The Owner's rights with respect to the development of the Property shall vest pursuant to the Code, or as otherwise provided by applicable ordinance, law



or regulations, and said vested rights shall last for a period of three (3) years after vesting. The project shall be immune from changes in the City's land use regulations for the duration of the vested rights period. Upon the expiration of the vested rights period any procedures now in effect or as may hereafter be enacted regarding vacation of Final Plats, shall apply. The Owner's vested rights status, however, shall not apply to changes in the City's various uniform codes (e.g., building code, electrical code, etc.). Owner shall be solely responsible, at Owner's sole cost, for compliance with state statute and Code requirements and procedures regarding vested rights.

E. Phasing, Final Plats, Security. The Property will be developed in a single phase. Owner shall submit a Final Plat of the development, pursuant to the Preliminary Plan. Unless otherwise provided by the Code no Final Plat shall be recorded until an appropriate financial guarantee has been provided to the City for the particular filing, along with updated cost estimates for the public improvements and an updated title commitment. Upon receipt and approval by the City, which approval shall not be unreasonably withheld, of the appropriate financial guarantee, updated cost estimates, and updated title commitment, the City shall record each Final Plat.

F. Covenants and Restrictions. The Owner agrees to provide a Declaration of Covenants and Restrictions for the Property with the Preliminary Plan, which are subject to approval by the City. Said covenants shall include, but not be limited to, provisions concerning a limitation of irrigated area on each lot to conform to the water rights dedications for the Property set forth above, maintenance obligations, noxious weed control, fencing, landscaping maintenance, repair and replacement.

G. Continued Agricultural Use. Subject to any conditions imposed on a Conditional Use Permit for continued agricultural use of the Property before development, Owner may continue reasonable agricultural uses of the property until developed. Owner shall be responsible for maintenance of adequate fences around all agricultural areas to contain livestock.

H. Ditches Within the Property. Owner shall include on the applicable Final Plat(s) for the Property the dedication of easements, for the benefit of the relevant ditch companies and/or downgradient water users from said ditch, for the operation, maintenance, and repair of any ditch on the Property. At Preliminary Plan, Owner shall submit plans and specifications for all modifications to any ditch within the Property. Owner shall, prior to Final Plat approval, provide evidence that it has contacted the relevant ditch companies and/or downgradient water users and attempted to secure their approval of said easement dedications and modifications. Owner shall indemnify and hold the City harmless against any and all claims, including attorney fees, from said ditch companies and/or downgradient water users from said ditches and claims from property owners, residents, guests, and invitees within the Property; and to indemnify and hold said ditch companies and/or downgradient water users from said ditches harmless against any and all claims, including attorney fees, from property owners, residents, guests, and invitees within the Property which indemnification obligations may be transferred and assigned by Owner to the relevant homeowners association and/or condominium association through whose property said ditches traverse. Said associations shall be required to maintain property damage and liability insurance, naming the City as a co-insured, in an amount equal to

150 percent of the minimum amount provided for by the Governmental Immunity Act. Nothing herein shall be construed as a waiver of governmental immunity.

I. Title Policy. Whenever there appears a requirement to dedicate land to the City, Owner shall provide a title policy, in the minimum amount available, which shall indicate that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed in this Agreement or in any further document. Further, said title policy shall show that the Property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable to the City as the City, in its sole discretion, determines. Should such title policy reflect encumbrances which may impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify Owner, who shall have sixty (60) days to cure or otherwise remove said encumbrances to the satisfaction of the City. If said encumbrances are not cured or removed, the City may take whatever action or seek whatever remedies it deems advisable, including without limitation disconnection from the City or withholding of any development review approval.

J. Sketch/Preliminary Plan Approval. The Rifle Planning and Zoning Commission has approved a Sketch/Preliminary Plan for Homestead North Subdivision. A copy of the approved Sketch/Preliminary Plan is attached as Exhibit B and incorporated herein by reference. Said Sketch/Preliminary Plan is subject to all provisions of the Rifle Municipal Code, except as expressly stated otherwise herein.

K. Fees for Existing Single Family Dwelling: All applicable development fees shall be paid for the existing single family residence at time of recording of the Annexation Map.

6. Miscellaneous Provisions.

A. Breach by Owner; City Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, the City may take any action necessary or appropriate, including:

(1). The refusal to issue any building permit or Certificate of Occupancy to the Owner; provided, however, that this remedy shall not be available to the City until after the affidavit described below, has been recorded;

(2) The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Owner.

At the next regularly scheduled City Council meeting, the City Council shall, by Resolution, either approve the filing of said affidavit or direct the City Manager to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

(3) A demand that any security given for completion of the public improvements be paid or honored;



(4) The refusal to allow further development review for the Property; or
(5) Any other remedy available in equity or at law.
(6) Unless necessary to protect the immediate health, safety, and welfare of the City, the City shall provide Owner ten (10) days' written notice of its intent to take any action under this paragraph, during which 10-day period Owner may cure the breach described in said notice and prevent further action by the City. Furthermore, unless and until an affidavit as described in subparagraph (2), above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

B. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the City to impose conditions on Owner as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

C. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties, and is the total integrated agreement between the parties.

D. Modifications. This Agreement shall not be amended or modified, except by subsequent written agreement of the parties.

E. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the City Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

F. Indemnity. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the City and the City's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the City, its agents, and employees, in connection with any road enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any operation, maintenance, repair or replacement of the raw water irrigation and sprinkler system within the Property, or any other item contained in this Agreement. Additionally, Owner shall reimburse the City at the City's direction for all legal fees, expenses, and costs incurred in any action brought against the City as a result of the City's approval of this annexation, and shall reimburse the City for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the City to take any position,

stand, or proceed with any action or referendum position other than as the City Council, in its sole discretion, decides.

G. Voluntary Agreement.

(1) Owner Compliance; Agreement. Owner agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation to the City. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner in and to any part of the Property, which has not been granted Final Plat approval.

(2) Terms and Conditions as Consideration for Annexation. The Owner acknowledges that the City is under no obligation to annex any property into the City limits, and thus the City's decision to annex the Owner's property is at the City's sole discretion. In consideration for the City's agreement to annex, the Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such conditions are a necessary condition of the City's decision to annex the property into the City. The Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Owner and that the Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

(3) Contractual Extension of Municipal Services. All parties hereto agree and acknowledge that the City is not obligated to sell or furnish any water, sewer or trash services outside of its municipal limits to the Owner and thus, in agreeing to provide such services, the City is acting in a proprietary capacity and the relationship entered into between the City and the Owner and the terms and conditions of this Agreement are purely contractual in nature.

H. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

I. Effective Date. The effective date of this annexation shall be the date of the recording of this Agreement and the Annexation Map with the Garfield County Clerk and Recorder's Office and after publication of Ordinance Nos. 28-06 and 29-06, as required by Charter.

J. Disconnection. Notwithstanding anything contained herein to the contrary, it is agreed that for a period of twelve (12) months from the recording date hereof Owner shall have the right to file an Application to Disconnect the Property from the City in accordance with applicable provisions of the Municipal Annexation Act of 1965 and the Code. Recording of a



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Final Plat for any portion of the Property shall terminate this right for the entire Property. The City agrees that in the event Owner does not obtain Final Plat approval for some portion of the Property within a year, the best interests of the City will be served, and the City will not be prejudiced by the approval of an ordinance effecting the disconnection of the Property. Upon the City's enactment of an ordinance disconnecting the Property, this Annexation Agreement shall terminate and shall be of no further force and effect; provided, however, if the Owner chooses to disconnect, the City shall be entitled to retain the right-of-ways dedicated on the Annexation Plat.

K. Developer Representations. All representations of the Owner, either oral or as set forth in the annexation, zoning, and Sketch/Preliminary Plan applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Annexation Agreement as if set forth in full herein. The City will, upon request from interested parties, including prospective purchases of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding ten (10) business days) following receipt of each such request, issue appropriate written certification as to the compliance, or lack thereof, with any of the provisions hereof, including any such written representations and documents.

L. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between the City and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

M. 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 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 proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the City:

City of Rifle
Post Office Box 1908
Rifle, CO 81650

With copy to:

Leavenworth & Karp, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Owner:

WSJ, LLC
P.O. Box 1926
Rifle, CO 81650-1926



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WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY, COLORADO

By Keith J. Lambert
 Mayor

ATTEST:

Wanda Nelson
 Clerk



WSJ, LLC

By: John W. Savage
 John W. Savage, managing member
)
)ss

STATE OF COLORADO
 COUNTY OF GARFIELD

Acknowledged, subscribed, and sworn to before me this 20th day of August, 2007, by Keith Lambert, as Mayor, and by Wanda Nelson, as Clerk, on behalf of the City, Colorado.

WITNESS my hand and official seal.

My Commission expires: 7-29-2010.

Charlotte Squires
 Notary Public



STATE OF COLORADO

)
) ss.

COUNTY OF GARFIELD

)

Acknowledged, subscribed, and sworn to before me this 12 day of July, 2007, by John W. Savage, as managing member of WSJ, LLC.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES
08/18/2007

My Commission expires: _____.

Jill K. McAlice
 Notary Public





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EXHIBIT A

HOMESTEAD NORTH ANNEXATION

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6th P.M.

SECTION 3: SE1/4SW1/4SW1/4

COUNTY OF GARFIELD, STATE OF COLORADO

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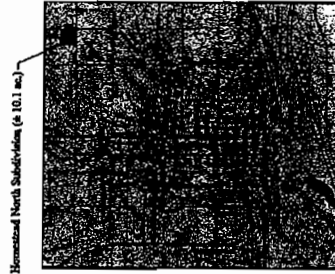
Homestead North Subdivision, Rifle, CO. Sketch/Preliminary Plan

OWNER/DEVELOPER: WSJ LLC.
 c/o JOHN W. SAVAGE
 P.O. BOX 1928
 RIFLE, COLORADO 81650-1928
 PHONE: 970-825-1470

ENGINEER:
COLORADO RIVER ENGINEERING

P.O. BOX 1301
 RIFLE, COLORADO 81650
 PHONE: 970-825-4933
 FAX: 970-825-4594
 PROJECT ENGINEER:
 CHRISTOPHER MANERA P.E. #30579

SURVEYORS:
 BOOKLIFF SURVEY SERVICES, INC.
 138 EAST THIRD STREET
 RIFLE, COLORADO 81650
 PHONE: 970-825-1330
 FAX: 970-825-2773



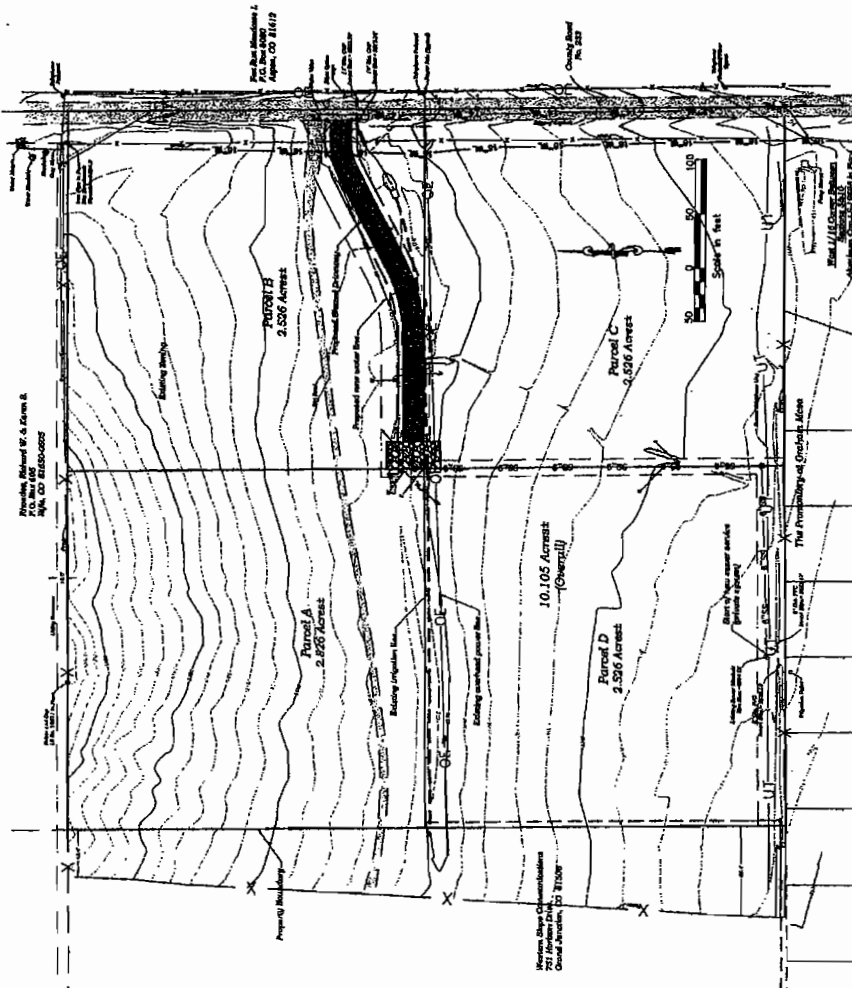
Vicinity Map (4 10.1 ac.)

SHEET INDEX

SHT#	TITLE
1	TITLE SHEET
2	SITE ROAD & UTILITY PLAN
3	WATER DETAILS
4	WATER & SEWER DETAILS

Land Use Summary Table	
Category	Area (Acres)
Residential (R)	10.1
Commercial (C)	0.0
Industrial (I)	0.0
Public (P)	0.0
Other (O)	0.0
Total	10.1

Note: Property is not located in any flood plain.



PROJECT LAYOUT

RECEIVED FOR CONSTRUCTION DATE: 10/11/07 BY: [Signature] PROJECT NO.: 731911		THIS DRAWING WAS PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: 10/11/07		TITLE SHEET SHEET NO. 1 TOTAL SHEETS: 4	
PROJECT NO.: 731911 PROJECT NAME: Homestead North Subdivision PROJECT LOCATION: Rifle, CO.		PROJECT NO.: 731911 PROJECT NAME: Homestead North Subdivision PROJECT LOCATION: Rifle, CO.		PROJECT NO.: 731911 PROJECT NAME: Homestead North Subdivision PROJECT LOCATION: Rifle, CO.	

HOMESTEAD NORTH

ANNEXATION

DEVELOPMENT FEES CALCULATIONS

HOMESTEAD NORTH		ANNEXATION	
ANNEXATION FEES		REV 7/12/07	
	DESCRIPTION	ANNEXATION	
	WATER RIGHTS DEDICATION	\$0.00	Note 1
	PARKLAND DEDICATION	\$3,485.10	Note 2
	OFFSITE ST. IMPACT FEE	\$4,573.08	Note 3
	NTUPZ FEE	\$1,860.00	Note 4
	Water System Imp Fee	\$4,725.00	Note 5
	TOTALS	\$14,643.18	

Note 1 No Water Rights Dedication fee payable (4 lots total) per Agreement for 5 water taps compensation for water line right of way.

Note 2 Parkland Fee in full for existing house (200% of in-city fee). 100% of then existing fee to be paid at Final Plat for additional 3 lots and 100% of then existing Building Permit *fees says 36% at FP 66% at BP*

Note 3 100% of OSSIF for existing house. 66% of then applicable fee due at Final Plat for additional 3 lots; 34% of then applicable fee due at building permit.

Note 4 100% of applicable fee for existing house. 50% of then applicable fee due at Final Plat for additional 3 lots and 50% of then applicable fee due at building permit.

Note 5 \$4500/EQR + 5% = \$4,725. 25% refund pending RMC amendment for raw water irrigation credit, subject to Council approval.



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Homestead North
Annexation

WATER RIGHTS DEDICATION CREDITS
CALCULATION

	LOTS	EQR'S	EQR'S DEDICATED	PAID IN LIEU	BALANCE
n/a per water tap agreement					

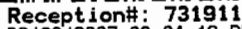


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HOMESTEAD NORTH NORTHEAST TANK UPPER PRESSURE ZONE IMPACT FEES

SFR LOTS		Fee	No. lots	TOTAL	
		\$1,860	1	\$1,860	
				\$0	
	TOTAL				

Ord. 29-2004: \$1860/EQR, no adjustment for lot size



revised: 3/20/2007
printed: 3/20/2007; 3:12 PM