

**PETITION FOR ANNEXATION
RED MOUNTAIN RANCH ANNEXATION**

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

**RE: PETITION FOR THE ANNEXATION FOR THE RED MOUNTAIN RANCH
ANNEXATION TO THE TOWN OF EAGLE AS DESCRIBED IN EXHIBIT A:
LEGAL DESCRIPTION OF RED MOUNTAIN RANCH PROPERTY
ATTACHED HERETO**

The undersigned Petitioners ("**Petitioners**"), in accordance with the provisions of Sections 31-12-101, *et. seq.* Colorado Revised Statutes, ("**C.R.S.**"), the Municipal Annexation Act of 1965, as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Eagle, Colorado ("**Town**"), for annexation to the Town of land situated in the unincorporated territory located in the County of Eagle, State of Colorado, which property is more particularly described in **Exhibit A: Legal Description of Red Mountain Ranch Property and Mervyn Lapin Revocable Trust** property attached hereto and incorporated herein by reference ("**Property**").

In support of this Petition, the Petitioners further state to the Board of Trustees of the Town as follows:

1. Annexation of the Property into the Town of Eagle is desirable and necessary.
2. The Property meets the requirements of C.R.S. §31-12-104 and §31-12-105 in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
 - b. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
 - c. The Petitioners, Red Mountain Ranch Partnership LLLP and Mervyn Lapin Revocable Trust, are the owners of 100% of the Property as landownership is defined for the purposes of C.R.S. §31-12-107(1)(g); and hereby consent to the establishment of the boundaries of the territory included in the area proposed to be annexed as shown on the annexation plat submitted herewith.
 - d. The Property is not presently part of any incorporated city, city and county, or town; nor have annexation proceedings been commenced for the annexation to another municipality of part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town, been held within twelve (12) months immediately preceding the filing of this Petition.

- e. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.
 - f. The annexation of the Property will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - g. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
 - h. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.
 - i. The requirement of C.R.S. Sections 31-12-105 exist or have been met.
 - j. Petitioners reserves the right to withdraw this Petition at any time prior to the Town's final approval of the annexation.
 - k. Petition reserves the right to withdraw this Petition if the Town imposes terms and conditions which are in addition to this Petition and the Annexation and Development Agreement.
3. This Petition is accompanied by four copies of an annexation map containing, among other things, the following information:
- a. A written legal description of the boundaries of the Property;
 - b. A map showing the boundary of the Property;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or lots and blocks;
 - d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town abutting the Property and the contiguous boundary of any other municipality abutting the Property.
4. In connection with the processing of this Petition, the Petitioners request that the Town approve and execute an annexation and development agreement ("**Annexation and Development Agreement**") which establishes vested property rights for a site specific development plan for the Property for an agreed upon term pursuant to Article 68, Title 24, Colorado Revised Statutes.
5. Petitioners have filed this Petition subject to the following conditions:

- a. that the Town Board approve an Annexation and Development Agreement concurrently with approval of zoning at the same hearing as and immediately following the Town Board approval of annexation of the Property;
 - b. that the Annexation and Development Agreement and zoning approval are acceptable to the Petitioners, including any revisions or conditions approved by the Town Board at the hearing, which determination by Petitioners shall be made at the hearing or by the end of three (3) business days following the hearing;
 - c. that the Town Board approvals become final and non-appealable;
 - d. the annexation shall not become effective, and neither Petitioners nor the Town shall file the annexation ordinance and map with the Eagle County Clerk and Recorder until after the effective date of both the ordinance approving the annexation and the ordinance approving the zoning and Annexation and Development Agreement; and,
 - e. Petitioners reserve the right to withdraw this Petition if Petitioners object to and reject the Annexation and Development Agreement and/or approval of zoning for the Property, which notice of objection and rejection and withdrawal of this Petition shall be provided in writing to the Town by the end of three (3) business days following the final action by the Town Board to approve the Annexation and Development Agreement and zoning for the Property, and which right of Petitioners to withdraw this Petitioners shall thereafter be waived and released if not exercised timely.
6. Upon the annexation of the Property becoming effective, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except as otherwise set forth in the Annexation and Development Agreement.
 7. Except for the terms and conditions of this Petition and of the Annexation and Development Agreement, which terms and conditions the Petitioners expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of C.R.S. §31-12-107(1)(g), Petitioners request that no additional terms and conditions be imposed upon annexation of the Property to the Town.

THEREFORE, PETITIONERS RESPECTFULLY REQUEST that the Board of Trustees of the Town of Eagle, Colorado approve and complete the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

SIGNATURE OF LANDOWNER/PETITIONERS:

RED MOUNTAIN RANCH PARTNERSHIP

Mervyn Lapin
Mervyn Lapin, General Partner

Date of Signature: 2-8-18

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2018, by Mervyn Lapin, General Partner of Red Mountain Ranch Partnership, a Colorado limited liability limited partnership.

My commission expires: 11/13/2020

Witness my hand and official seal

[Signature]

Mailing Address of Petitioners:

Red Mountain Ranch Partnership LLLP
232 West Meadow Dr.
Vail, CO 81657

[SEAL]

Heather J Morgan
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004032998
MY COMMISSION EXPIRES 11/13/20

MERVYN LAPIN REVOCABLE TRUST

Mervyn Lapin
Mervyn Lapin, Trustee

Date of Signature: 2-8-18

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2018, by Mervyn Lapin, Trustee of Mervyn Lapin Revocable Trust.

My commission expires: 11/13/2020

Witness my hand and official seal

Heather J Morgan

Mailing Address of Petitioners:

Mervyn Lapin Revocable Trust
232 West Meadow Dr.
Vail, CO 81657

[SEAL] Heather J Morgan
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004032998
MY COMMISSION EXPIRES 11/13/20

**EXHIBIT A:
LEGAL DESCRIPTION OF RED MOUNTAIN RANCH PROPERTY
AND
MERVYN LAPIN REVOCABLE TRUST PROPERTY**

A parcel of land situate in Section 4, Township 5 South, Range 84 West, of the Sixth Principal meridian, being a portion of Tracts 38, 44 and 55, of said Township and Range, County of Eagle, State of Colorado, being more particularly described as follows:

Beginning at a point; thence S 73°54'19" E, 166.17 feet; thence N 83°53'41" E, 164.57 feet; thence N 03°16'22" E, 207.75 feet; thence N 88°53'39" E, 1444.68 feet; thence N 00°03'38" E, 1304.45 feet; thence N 89°55'58" E, 1452.88 feet; thence N 01°26'59" W, 410.52 feet; thence S 74°05'52" E, 61.00 feet; thence N 89°29'35" E, 168.06 feet; thence N 60°21'03" E, 237.26 feet; thence N 41°28'58" E, 382.43 feet; thence N 36°38'40" E, 287.00 feet; thence N 47°37'46" E, 301.83 feet; thence N 53°45'15" E, 221.64 feet; thence N 56°52'39" E, 306.49 feet; thence N 67°43'47" E, 487.77 feet; thence S 85°01'04" E, 131.72 feet; thence S 75°53'48" E, 341.87 feet; thence N 83°56'56" E, 341.07 feet; thence N 71°13'30" E, 309.64 feet; thence N 57°40'54" E, 500.75 feet; thence N 42°33'16" E, 259.00 feet; thence N 32°48'42" E, 262.87 feet; thence N 21°21'17" E, 271.70 feet; thence N 18°01'19" E, 171.02 feet; thence N 38°30'01" E, 154.44 feet; thence N 52°39'57" E, 201.11 feet; thence N 70°50'14" E, 171.39 feet; thence S 89°34'24" E, 186.33 feet; thence S 87°47'51" E, 657.36 feet; thence S 84°21'08" E, 233.20 feet; thence N 67°48'54" E, 179.36 feet; thence N 47°09'02" E, 224.57 feet; thence N 46°16'29" E, 221.15 feet; thence N 74°37'13" E, 194.81 feet; thence N 81°04'01" E, 242.52 feet; thence N 72°02'47" E, 230.51 feet; thence S 74°49'38" E, 197.58 feet; thence S 52°39'04" E, 194.97 feet; thence N 06°17'09" W, 218.61 feet; thence N 22°51'10" E, 594.32 feet; thence S 71°09'51" W, 2274.26 feet; thence 793.42 feet along the arc of a tangent curve to the left having a radius of 5680.00 feet, a central angle of 08°00'12" and a chord which bears S 67°09'45" W, 792.77 feet; thence S 63°08'45" W, 1805.07 feet; thence S 63°07'51" W, 2211.15 feet; thence 816.48 feet along the arc of a tangent curve to the left having a radius of 11410.00 feet, a central angle of 04°06'00" and a chord which bears S 61°04'51" W, 816.31 feet; thence S 59°01'51" W, 2572.80 feet; thence 1279.56 feet along the arc of a tangent curve to the left having a radius of 2242.00 feet, a central angle of 32°42'00" and a chord which bears S 42°40'51" W, 1262.26 feet; thence S 26°19'51" W, 267.31 feet to the Point of Beginning. Containing 130.835 acres more or less.