

PETITION FOR ANNEXATION OF UNINCORPORATED TERRITORY IN THE COUNTY OF BOULDER, STATE OF COLORADO INTO THE CITY OF LAFAYETTE, COLORADO

To: The Mayor and City Council of Lafayette, Colorado

The undersigned (“**Petitioner**”), in accordance with the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, Colorado Revised Statutes, as amended (the “**Act**”), hereby petitions (this “**Petition**”) the City Council of the City of Lafayette, Colorado (the “**Council**”) for the annexation to the City of Lafayette (the “**City**”) of the land located in the County of Boulder, State of Colorado, as more particularly described by its legal description in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “**Property**”).

In support of this Petition, Petitioner alleges as follows:

1. It is desirable and necessary that the Property be annexed to the City.
2. The condition set forth in Section 30(1)(b) of Article II of the Colorado Constitution has been met, the provisions of Section 30 of Article II of the Colorado Constitution have been complied with, and the requirements of Sections 31-12-104 and 31-12-105 of the Act exist or have been met in that:
 - (a) Not less than one-sixth of the perimeter of the Property is contiguous with the existing boundaries of the City.
 - (b) Contiguity with the City is not established by use of any boundary:
 - (i) of an area previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City, was not otherwise in compliance with Section 31-12-104(1)(a) of the Act, and was located more than three miles from the nearest boundary of the City (“**Non-Contiguous Area**”); or
 - (ii) of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - (c) A community of interest exists between the Property and the City.
 - (d) The Property is urban or will be urbanized in the near future.
 - (e) The Property is integrated or is capable of being integrated with the City.
 - (f) In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (i) has been divided into separate parts or parcels without the written

consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

- (ii) comprising twenty acres or more (which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars for ad valorem tax purposes for the year next preceding the annexation) is included without the written consent of the landowners.

(g) The Property is not presently part of any incorporated city, city and county, or town; no proceedings have been commenced for incorporation or annexation of part or all of the Property to another municipality; nor has any election for annexation of the Property or substantially the same territory to the City been held within the twelve months immediately preceding the filing of this Petition.

(h) 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.

(i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent of which are within the three-mile limit, annexation of the Property will not have the effect of extending a municipal boundary more than three miles in any direction from any point of the City boundary in any one year.

(j) In establishing the boundaries of the Property, if a portion of a platted street or alley is annexed, the entire width of said street or alley is included, and annexation of the Property will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the City but is not bounded on both sides by the City.

3. Petitioner comprises more than fifty percent of the landowners of the Property and owns more than fifty percent of the Property, excluding public streets and alleys and any land owned by the City.

4. The mailing address of Petitioner and the date of signing of Petitioner's signature are all shown on this Petition.

5. The legal description of the land owned by Petitioner is attached hereto as Exhibit A attached to this Petition.

6. Accompanying this Petition are four prints each of an annexation boundary map in the form required by Section 31-12-107(1)(d) of the Act and containing 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 there is shown the location of each ownership tract in unplatted land, and if part or all of the area to be platted, then the boundaries and the plat number of plots and blocks are shown.

(d) Next to the boundary of the Property is drawn the contiguous boundary of the City and the contiguous boundary of any other municipalities abutting the Property.

(e) The dimensions of the contiguous boundaries are shown on the map.

7. Pursuant to the acknowledgement enclosed with this Petition, Petitioner consents to Kairoi Residential's submittal of an application for annexation of the Property into the City of Lafayette. Further, Petitioner's consent to annexation of the Property into the City is conditioned upon satisfaction of the following conditions, any one or more of which may be waived by Kairoi Properties LLC, a Delaware limited liability company (together with its successors and assigns, "**Purchaser**"), an affiliate of Kairoi Residential, in its sole discretion:

(a) Concurrently with its approval of annexation of the Property, the City approves, in form and substance satisfactory to Purchaser, the following (the "**Approvals**"):

- (i) zoning for the Property pursuant to a planned unit development application that will be submitted to the City subsequent to this Petition or to an alternative zone district acceptable to Purchaser;
- (ii) a sketch plan for the Property;
- (iii) a preliminary plan for the Property;
- (iv) a final plan for the Property;
- (v) a subdivision plat for the Property;
- (vi) a site plan for the Property;
- (vii) approval and execution of an annexation agreement ("**Annexation Agreement**"), which addresses, among other matters: (i) the general plan of development for the Property; (ii) the establishment of vested property rights for a term greater than three years pursuant to Article 68, Title 24, C.R.S., on terms and conditions mutually acceptable to Purchaser and the City; (iii) water dedication requirements and alternatives; (iv) park and open space dedication requirements and approval of fees-in-lieu for such requirements; (v) phasing for the development, including phasing of dedication requirements and fees; (vi) a waiver of the City's right to object to any disconnection if the initial zoning of the Property is not as provided in Section 7(a)(i), above; (vii) affordable housing

requirements; and (viii) such ordinances and/or resolutions, if any, as may be required to implement provisions of the Annexation Agreement.

(b) Petitioner hereby reserves the sole, exclusive and unilateral right, for the benefit of, and to be exercised solely by Purchaser, to withdraw this Petition by Purchaser by so notifying the Clerk of the City in writing at any point prior to the latest to occur of:

- (i) Purchaser acquiring fee simple title to the Property;
- (ii) the latest final, non-appealable approval of the final ordinance(s) or other final approval(s) approving the Approvals;
- (iii) final, non-appealable resolution of any “Legal Challenge”. For purposes of this Petition, “Legal Challenge” means either: (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the annexation of the Property, any of the Approvals, or any of the City’s ordinances, resolutions or other approvals approving the annexation of the Property or any of the Approvals; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances.

(c) Prior to expiration of the period described in the foregoing Paragraph 7(b) without Purchaser having withdrawn this Petition, neither Petitioner, Purchaser, nor the City shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act.

8. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), 110(2), 111 or 112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the City.

Therefore, Petitioner hereby request that the City of Lafayette, Colorado approve the annexation of the Property.

[Signature pages follow]

a Colorado limited liability company

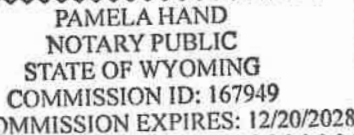
Title:

COUNTY OF

manager

12/20/2028

Pamela Hane



Notary Public

Mailing Address of CLW 2, LLC: 4398 Palmer Canyon Road, Wheatland, WY 82201

Date of Signing: 2/27/2025

[Signatures continue on following page]

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THE WILLIAM M. WANEKA GST EXEMPT TRUST

Title:

STATE OF Wyoming)

) ss.

COUNTY OF Platte)

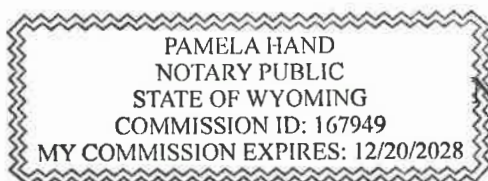
The foregoing instrument was acknowledged before me
this 27th day of February, 2025, by
William Waneke, as TTEE
of THE WILLIAM M. WANEKA GST EXEMPT TRUST.

Witness my hand and official seal.

My Commission Expires:

12/20/2028

Pamela Hand



Notary Public

Mailing Address of The William M. Waneke GST Exempt Trust: 4398 Palmer Canyon Road,
Wheatland, WY 82201

Date of Signing: 2/27/2025

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL ONE:

A TRACT OF LAND LOCATED IN THE NORTHEAST $\frac{1}{4}$ SECTION 2, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., LYING EAST OF THE RIGHT OF WAY FOR THE MAIN LINE OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY THROUGH THE TOWN OF LAFAYETTE,

EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND FORMERLY CONVEYED BY THE NORTHERN COAL & COKE CO., TO F. J. WOLLEY, AS SHOWN BY DEED RECORDED IN BOOK 251 AT PAGE 518 AND ALSO EXCEPT STRIP OF LAND CONVEYED TO BOARD OF COUNTY COMMISSIONERS OF BOULDER COUNTY, RECORDED IN BOOK 663 AT PAGE 252;

AND EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC, IN WARRANTY DEED RECORDED AUGUST 1, 1998 AT RECEPTION NO. 932922;

AND EXCEPT FOR THE STRUCTURES AND IMPROVEMENTS ONLY LOCATED ON THE REAL PROPERTY DESCRIBED AS FOLLOWS:

NORTHEAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 2, WHENCE THE EAST $\frac{1}{4}$ CORNER BEARS SOUTH 90°00'00" EAST 1609.84 FEET, SAID EAST $\frac{1}{4}$ BEING A STEEL PIN; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 2 NORTH 90°00'00" WEST 200 FEET TO THE EAST RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON & QUINCY RAILROAD MAIN LINE AT A POINT ON A CURVE;

THENCE CONCENTRIC WITH AND 25 FEET FROM THE CENTERLINE OF SAID RAILROAD LINE ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF SAID CURVE BEING 1071.07 FEET, CHORD OF SAID ARC BEARS NORTH 12°33'29" WEST 182.81 FEET), A DISTANCE OF 183.03 FEET;

THENCE PARALLEL WITH AND 25 FEET FROM THE CENTERLINE OF SAID RAILROAD LINE NORTH 07°89'45" WEST 21.76 FEET;

THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 90°00'00" EAST 242.65 FEET;

THENCE SOUTH 00°00'00" WEST 200 FEET TO THE POINT OF BEGINNING.

AND EXCEPT TRACTS 1 AND 2,
LOWE'S-WANEKA SUBDIVISION, FILING NO. 1

AND THAT PARCEL ENTITLED 60' FUTURE R.O.W. DEDICATION AS SET FORTH ON THE PLAT OF LOWE'S WANEKA SUBDIVISION, FILING NO. 1, RECORDED APRIL 18, 2008 AT RECEPTION NO. 2924212,

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF LAFAYETTE, A COLORADO HOME-RULE MUNICIPALITY, IN GENERAL WARRANTY DEED RECORDED MAY 12, 2020 AT RECEPTION NO. 3783560,

AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF LAFAYETTE, COLORADO, A MUNICIPAL CORPORATION, IN WARRANTY DEED RECORDED MARCH 31, 2022 AT RECEPTION NO. 3953899,

COUNTY OF BOULDER,
STATE OF COLORADO.

PARCEL TWO:

A TRACT OF LAND IN SOUTHEAST CORNER OF SOUTHEAST $\frac{1}{4}$, SECTION 35, TOWNSHIP 1 NORTH, RANGE 69 WEST DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 69 WEST;

THENCE NORTH $0^{\circ}10'$ EAST 33 FEET;

THENCE NORTH $89^{\circ}51'$ WEST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH $0^{\circ}10'$ EAST (AND PARALLEL TO AND 30 FEET DISTANT FROM THE EAST LINE OF SAID SECTION 35) 1373 FEET TO AN INTERSECTION WITH SOUTH LINE OF THE CHICAGO BURLINGTON & QUINCY RAILROAD COMPANY'S RIGHT OF WAY FOR ITS MAIN LINE RAILROAD RUNNING THROUGH THE TOWN OF LAFAYETTE (AT WHICH POINT TANGENT TO A 775 FOOT RADIUS CURVE TO THE SAID S. LINE RAILROAD RIGHT OF WAY BEARS SOUTH $77^{\circ}13'$ EAST);

THENCE SOUTHWESTERLY AND TO THE LEFT ON A 775 FOOT RADIUS CURVE AND ALONG THE SOUTHEAST LINE OF SAID RAILROAD COMPANY'S RIGHT OF WAY 390 FEET;

THENCE SOUTH $48^{\circ}25'$ WEST AND ALONG THE SOUTHEAST LINE OF SAID RAILROAD COMPANY'S RIGHT OF WAY 1246 FEET TO A POINT ON SAID SOUTHEAST LINE OF SAID RIGHT OF WAY;

THENCE SOUTH $0^{\circ}10'$ WEST 367 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 35;

THENCE SOUTH $89^{\circ}51'$ EAST (AND PARALLEL TO AND 33 FEET DISTANT FROM THE SOUTH LINE OF SAID SECTION 35) 1275 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT FOR THAT PORTION CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, IN DEED RECORDED JUNE 3, 1964 AT RECEPTION NO. 757436,

AND EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF LAFAYETTE, COLORADO, A MUNICIPAL CORPORATION, IN WARRANTY DEED RECORDED MARCH 31, 2022 AT RECEPTION NO. 3953901,

COUNTY OF BOULDER,
STATE OF COLORADO.

Affidavit of Circulator

The Petition has been circulated by the undersigned (the circulator) who attest that each signature thereon is that of the person whose name it purports to be.

Tyler Sibley
Signature

TS
Initials

Tyler Sibley
Printed Name

Authorized Signatory
Title