

CITY OF AURORA
CITY CLERK'S OFFICE
1470 SOUTH HAVANA, ROOM #104
AURORA, CO 80012

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

--AND--

**AGREEMENT BETWEEN GARTRELL INVESTMENT COMPANY, L.L.C.,
DBC-COLORADO INVESTMENTS, LLC, THE CITY OF AURORA, AND THE BOARD
OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS.**

This Intergovernmental Agreement, consisting of all parts of this document ("Intergovernmental Agreement"), is between The City of Aurora, Colorado, a Colorado Home Rule Municipal Corporation ("City") and the Board of County Commissioners of the County of Douglas, Colorado, a Colorado County, ("County").

This Agreement, between Gartrell Investment Company, L.L.C., DBC-Colorado Investments, LLC (collectively, "Gartrell"), the City, and the County, consists of the Recitals and Part A. (Definitions), Part B. (Dismissal of the Gartrell Legal Actions and County's Covenant Not to File Certain Actions), Part D. (Improvements to Inspiration Drive; Buffer Area; Lotting Plan), Part E. (Subdivision and Development of the Gartrell Property), Part G. (Enforcement of This Intergovernmental Agreement and Agreement), and Part H. (General) ("Agreement"). The Agreement does not include Part C. (Limitations on Use of Gartrell Water and Gartrell Water Rights) or Part F. (Annexation, Zoning, and Subdivision of Additional Territory in Unincorporated Northeastern Douglas County).

RECITALS

WHEREAS, the City has adopted ordinances approving annexation of the Gartrell Property; and

WHEREAS, Gartrell owns the Gartrell Property and wishes to develop the same; and

WHEREAS, as part of the annexation the City wishes to acquire the right to use all ground water from beneath the Gartrell Property, and pursuant to that certain Water Conveyance and Irrigation Agreement between the City, acting by and through its Utility Enterprise, and Gartrell Investment Company, L.L.C., dated October 30, 2000, the City, *inter alia*, obtained the right to receive the water rights represented by the decrees listed in Exhibit B of that agreement that were entered by the District Court for Water Division 1 in Case Nos. 84CW564, 87CW207, 87CW208 and 97CW075; and

WHEREAS, Inspiration Drive is a roadway that affects the residents of the City and the County; and

WHEREAS, the City, the County, and Gartrell are involved in litigation concerning the annexation and zoning of the Gartrell Property in three separate pending Gartrell Legal Actions, which are entitled:

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(1) The Board Of County Commissioners of The County Of Douglas, State Of Colorado, Plaintiff-Appellee and Cross-Appellant v. The City of Aurora, Colorado, a Colorado Home Rule Municipal Corporation; the City Council of the City of Aurora, Colorado; Gartrell Investment Company, L.L.C., a Colorado Limited Liability Company, Defendants-Appellants and Cross-Appellees; District Court, Douglas County, Case Number 00 CV 729, which is currently on appeal and cross-appeal under the same caption in the Colorado Court of Appeals, Case No. 01 CA 1380; and

(2) Board Of County Commissioners of The County Of Douglas, Plaintiff, v. City of Aurora, a Colorado Municipal Corporation; the City Council of the City of Aurora; Gartrell Investment Company, L.L.C., a Colorado Limited Liability Company; and DBC – Colorado Investments, L.L.C., a Colorado Limited Liability Company, Defendants; District Court, Douglas County, Case Number 02 CV 32; and

(3) Board Of County Commissioners of The County Of Douglas, Plaintiff, v. City of Aurora, a Colorado Municipal Corporation; the City Council of the City of Aurora; Gartrell Investment Company, L.L.C., a Colorado Limited Liability Company; and DBC – Colorado Investments, L.L.C., a Colorado Limited Liability Company, Defendants; District Court, Douglas County, Case Number 02 CV 293; and

WHEREAS, the County wishes to ensure that the City will use the Gartrell Water Rights pursuant to certain terms and conditions herein stated, to impose certain limits and criteria on the subdivision and zoning of the Gartrell Property, to create and maintain a buffer area, and to ensure that Gartrell will make certain improvements to Inspiration Drive; and

WHEREAS, in consideration, the County wishes to dismiss all claims and disputes in the Gartrell Legal Actions; and

WHEREAS, the City Council for the City of Aurora and the Board of Commissioners for the County of Douglas have reviewed the terms of this Intergovernmental Agreement and Agreement and have found that they are both in the interest of the people of their respective jurisdictions; and

WHEREAS, the County wishes to ensure that the City's future annexations, subdivision, zoning, and development of other territory in Unincorporated Northeastern Douglas County is consistent with the County's Comprehensive Master Plan adopted May 1, 2001; and

WHEREAS, Article XIV, § 18, Colorado Constitution and C.R.S. § 29-1-203 authorize local governments to enter into agreements with each other;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained in this Intergovernmental Agreement and Agreement, the parties agree as follows:

A. DEFINITIONS.

The following words and phrases shall have the following meanings for purposes of this Intergovernmental Agreement and Agreement:

Agreement: means the agreement between Gartrell Investment Company, L.L.C., DBC-Colorado Investments, LLC (collectively, "Gartrell"), the City, and the County, consisting of the Recitals and Part A. (Definitions), Part B. (Dismissal of the Gartrell Legal Actions and County's Covenant Not to File Certain Actions), Part D. (Improvements to Inspiration Drive; Buffer Area; Lotting Plan), Part E. (Subdivision and Development of the Gartrell Property), Part G. (Enforcement of This Intergovernmental Agreement and Agreement), and Part H. (General) ("Agreement"). The Agreement does not include Part C. (Limitations on Use of Gartrell Water and Gartrell Water Rights) or Part F. (Annexation, Zoning, and Subdivision of Additional Territory in Unincorporated Northeastern Douglas County).

Arapahoe Aquifer: means the geologic stratum and formation of that name beneath the surface of the Gartrell Property as set forth in the Denver Basin Rules and Regulations published at 2 CCR 402-6.

Buffer Area: means a parcel or parcels of land on the periphery of the Gartrell Property, the location and configuration of which is conceptually depicted in Exhibit C attached hereto, and is designated thereon as "Buffer Area".

County Road 45: means that segment of the public road designated as County Road 45, together with any relocation of the same, and any medians, turn lanes, shoulders, ditches, utility easements, open space, and public rights-of-way associated with the public road (but excluding "Inspiration Drive" as defined in this Section A), which segment is included within the road sections depicted on Exhibits D and E attached hereto, and which is located within the unincorporated area of the County and is under the County's jurisdiction.

Denver Aquifer: means the geologic stratum and formation of that name beneath the surface of the Gartrell Property as set forth in the Denver Basin Rules and Regulations published at 2 CCR 402-6.

Gartrell Homeowners' Association: means a homeowners' association holding the right to enforce deed restrictions, covenants and equitable servitudes against the Gartrell Property and its owners that Gartrell may create.

Gartrell Property: means the property depicted in Exhibit A and legally described in Exhibit B.

Gartrell Road: means the segment of the public road commonly known as "Gartrell Road", also known as County Road 15, together with any relocation of the same, and any medians, turn lanes, shoulders, ditches, utility corridors, open space, and public rights-of-way associated with the public road.

Gartrell Legal Actions: means the three legal actions described in the fifth "whereas" clause of this Intergovernmental Agreement and Agreement.

Gartrell Water: means any ground water located beneath the Gartrell Property or extracted from any well located upon the Gartrell Property from any source whatsoever, including but not limited to, the Upper Dawson, Lower Dawson, Denver, Arapahoe and Laramie Fox-Hills Aquifers and specifically including, but not limited to, water rights represented by the decrees

entered by the District Court for Water Division 1 in Case Nos. 84CW564, 87CW207, 87CW208 and 97CW075.

Gartrell Water Rights: means all lawful rights of ownership and use of the Gartrell Water.

Gpm: means gallons per minute.

Heavy Equipment: means any self-propelled equipment designed or intended primarily to perform work rather than to transport persons, which moves on wheels or tracks, including but not limited to bulldozers, graders, front-loaders, back-hoes, other earth moving equipment, pavers, compacters, and similar equipment.

Initial Inspiration Segment: means the segment of Inspiration Drive improvements described in Section D.1(b) of this Intergovernmental Agreement and Agreement.

Inspiration Drive: means the segment of the public road commonly known as "Inspiration Drive", also known as County Road 45, that abuts the southern property line of the Gartrell Property, together with any relocation of the same, and any medians, turn lanes, shoulders, ditches, utility easements, open space, and public rights-of-way associated with the public road (but excluding "County Road 45" as defined in this Section A), which segment is included within the road sections depicted on Exhibits D and E attached hereto, and which is located within the City's municipal limits and is under the City's jurisdiction.

Intergovernmental Agreement: means the agreement between the City and the County, consisting of all parts of this document.

Laramie Fox-Hills Aquifer: means the geologic stratum and formation of that name beneath the surface of the Gartrell Property as set forth in the Denver Basin Rules and Regulations published at 2 CCR 402-6.

Lot Plan: means the location and configuration of the perimeter lots on the west and south property lines of the Gartrell Property that will be immediately adjacent to Inspiration Drive and the Travois Subdivision, as conceptually depicted in Exhibit C attached hereto, and which will be developed in accordance with the terms and conditions of this Intergovernmental Agreement and Agreement, subject to immaterial modifications in connection with City review and approval of Contextual Site Plans and Final Plats as contemplated herein; provided, however, that the total number, minimum lot size, and setbacks for the perimeter lots on the west and south property lines shall be as set forth in the matrix included in Exhibit C and that no variance or deviation shall be granted with respect to those physical limitations.

Lower Dawson Aquifer: means the geologic stratum and formation of that name beneath the surface of the Gartrell Property as set forth in the Denver Basin Rules and Regulations published at 2 CCR 402-6.

Metro District: means either or both, as applicable, of the RockingHorse Metropolitan District No. 1 and/or the RockingHorse Metropolitan District No. 2, which special districts have been formed pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., and which are Metropolitan Districts as defined in C.R.S. § 32-1-103(10).

Transition: means temporary road improvements that may be constructed within the "Transition Zone-East" and/or the "Transition Zone West" (as defined in this Section A) in order to join a new, wider and improved section of roadway to a narrower pre-existing section of roadway by gradually tapering the width of the wider roadway down to the width of the narrower roadway. A transition may not necessarily comply with the standards and specifications for a permanent section of roadway as set forth in Exhibits D and E.

Transition Zone – East: means, collectively, the section of Inspiration Drive extending 400 feet west from the east boundary of the Gartrell Property, together with the section of County Road 45 extending 400 feet east from the east boundary of the Gartrell Property.

Transition Zone – West: means, collectively, the section of Inspiration Drive extending 400 feet east from the west boundary of the Gartrell Property, together with the section of County Road 45 extending 400 feet west from the west boundary of the Gartrell Property.

Unincorporated Northeastern Douglas County: means any land within Township 6 South, Range 65 West, of the 6th Principal Meridian, Douglas County, Colorado, that has not already been incorporated as a part of any other city or town, and excluding the Gartrell Property and the PSCo ROW (as described in Section D.3. of this Agreement).

Upper Dawson Aquifer: means the geologic stratum and formation of that name beneath the surface of the Gartrell Property as set forth in the Denver Basin Rules and Regulations published at 2 CCR 402-6.

B. DISMISSAL OF THE GARTELL LEGAL ACTIONS AND COUNTY'S COVENANT NOT TO FILE CERTAIN ACTIONS.

- 1. Dismissal of Gartrell Legal Actions.** The parties shall forthwith file motions in the three Gartrell legal actions seeking dismissal of all claims with prejudice, each side to bear its own costs and attorneys fees.
- 2. Covenant Not to File Further Actions Contesting Annexation.** The County shall not file any action to contest the City's annexation of the Gartrell Property.
- 3. Covenant Not To File Certain Actions As To Gartrell Zoning.** The County shall not file any action to contest the zoning or subdivision of the Gartrell Property, except such claims as may arise under this Intergovernmental Agreement and Agreement.
- 4. County Conveyances to City.** The County shall convey to the City by bargain and sale deed all of its right, title and interest in and to Gartrell Road and Inspiration Drive.

C. LIMITATIONS ON THE USE OF GARTRELL WATER AND GARTELL WATER RIGHTS.

- 1. Restriction Upon Sale or Conveyance Applies.** The City agrees that the restrictions upon the sale or conveyance of water rights as set forth in Section 10-6 of the Charter of the City applies to the Gartrell Water and Gartrell Water Rights.

2. **Limit Upon Uses of Gartrell Water.** The City shall use the Gartrell Water and Gartrell Water Rights solely for municipal uses for the City of Aurora. Such uses may be either directly or through lawful exchanges, trades, plans for augmentation or plans for substitute supply.

3. **City's Non-use of Dawson and Denver Wells Upon the Gartrell Property.** The City has the right to withdraw and use water from wells located upon the Gartrell Property that derive water from the Upper and Lower Dawson and Denver Aquifers. While the City fully intends to use the water derived from these formations, as an accommodation to the County the City agrees not to withdraw water from the Upper and Lower Dawson and Denver Aquifers through wells located upon the Gartrell Property. Rather, the City agrees to seek any necessary and appropriate transfer(s) required so that it may withdraw water derived from the Upper and Lower Dawson and Denver Aquifers beneath the Gartrell Property at wells located upon property within the City other than the Gartrell Property. The County acknowledges no similar requirement applies regarding the Arapahoe and Laramie Fox-Hills Aquifers. The County also consents to and will not oppose any necessary and appropriate transfer(s) required so that the City may withdraw water derived from the Upper and Lower Dawson and Denver Aquifers beneath the Gartrell Property at wells located upon property within the City other than the Gartrell Property. The County agrees that aside from the forgoing accommodation and the further provisions of this Intergovernmental Agreement, only the decrees issued by the District Court for Water Division 1 in Case Nos. 84CW564, 87CW207, 87CW208 and 97CW075 and the applicable lawful statutes and regulations of Colorado control the City's development and use of the Gartrell Water Rights and the Gartrell Water.

4. **No Warranty or Guaranty Concerning Wells in Douglas County.** Although the City is making the accommodation of not withdrawing water from the Upper and Lower Dawson and Denver Aquifers from wells located upon the Gartrell Property, the County agrees the City is not responsible for the ability of any non-tributary or not non-tributary ground water well(s) in Douglas County, including but not limited to Upper Dawson, Lower Dawson or Denver Aquifer well(s), to withdraw ground water, and that the City neither warrants or guarantees that such accommodation will have any positive effect upon any ground water well located within Douglas County. Further, the County acknowledges that, due to the finite nature of the resource, it is generally recognized that all non-tributary and not nontributary ground water wells, including those operating in the Upper Dawson, Lower Dawson, Denver, Arapahoe and Laramie Fox Hills Aquifers in Douglas County, are experiencing or will experience draw downs in water levels and reductions in yield. The County further acknowledges that, in the same manner as other nontributary and not nontributary ground water well users, the City's operation and use of the Gartrell Water and the Gartrell Water Rights may similarly contribute to declining aquifer performance over time; and that any such decline is an accepted expectation associated with the lawful use and operation of the Gartrell Water and Gartrell Water Rights by the City.

5. **Location of Arapahoe and Laramie Fox-Hills Wells.** The City may drill, re-drill, locate, relocate, operate or rehabilitate Arapahoe or Laramie Fox-Hills Aquifer wells at the locations decreed by the District Court for Water Division 1 in Case Nos. 84CW564, 87CW207 and 97CW075 or within two hundred (200) feet thereof according to Colorado law and regulations, with the following condition: the Arapahoe well location decreed in Case No. 87CW207 may be drilled, re-drilled, located, relocated, operated or rehabilitated within 200 feet to the north, east, and west of the location described in the decree, but shall not be drilled, re-

drilled, located, relocated, operated or rehabilitated anywhere south of the location described in the decree.

6. **Operation of City Wells.** The City shall construct and operate all wells in accordance with all applicable federal, State and local laws and regulations.

7. **Restriction Upon Independent Water Systems and Wells Applies.** The City agrees that the restrictions upon the use of independent water systems and wells as set forth in Section 138-154 of the City Code of the City of Aurora apply to the Gartrell Water or Gartrell Water Rights.

8. **Maintenance of City Wells.** The City shall maintain all pumps, heads, casing and other parts of its wells on the Gartrell Property according to then current reasonable engineering standards to minimize contamination of the ground water and prevent waste.

9. **Restriction Upon the Waste of Water Applies.** The City agrees that the restrictions upon the waste of water as set forth in Section 138-190 of the City Code of the City of Aurora applies to the Gartrell Water or Gartrell Water Rights.

10. **Maximum Extraction Rates and Volumes From City Wells.** The City shall not pump or use the Gartrell Water and Gartrell Water Rights in excess of the following rates and volumes from the following aquifers as provided for by the relevant decrees issued by the District Court for Water Division 1 in Case Nos. 84CW564, 87CW207, 87CW208 and 97CW075:

(a) The total annual pumping rate shall not exceed the following:

<u>Aquifer</u>	<u>Total Annual Pumping Rate (gpm)</u>
Lower Dawson	450
Denver	450
Arapahoe	1,200
Laramie Fox Hills	500

(b) The total annual volume pumped rate shall not exceed the following:

<u>Aquifer</u>	<u>Total Annual Volume Pumped (acre-feet)</u>
Lower Dawson	168.18
Denver	323.89
Arapahoe	519.78
Laramie Fox-Hills	313.02

11. **Abandoned or Unused City Wells.** The City shall immediately close any City well on the Gartrell Property that is abandoned or not presently in operation, in accordance with Water Well Construction Rule, 2 Colorado Code of Regulations 402-2.

12. **Ordinance Prohibiting Private Wells; Grandfathered Private Wells.** The City shall not permit any other person to pump, extract or utilize any of the Gartrell Water. Within 180 days, the City shall pass an ordinance prohibiting any person other than the City from drilling or

operating any well on the Gartrell Property or from any other location into the Gartrell Water, except that existing wells shall be allowed to continue pumping and extracting Gartrell Water at their current rate; and existing wells may be enlarged or drilled deeper to maintain the same rate and quantity of usage. In the event that any Court of competent jurisdiction determines that the City does not have authority to prohibit the pumping, extraction and utilization of the Gartrell Water, or that such authority is preempted by state law or state authorities, then the City's failure to enforce such an ordinance shall be excused.

D. IMPROVEMENTS TO INSPIRATION DRIVE; BUFFER AREA; LOTTING PLAN.

1. **Inspiration Drive/County Road 45 Improvements.** Gartrell at its sole cost and expense (except as this Agreement and Intergovernmental Agreement expressly provides otherwise) shall improve Inspiration Drive, and the County at its sole cost and expense (except as this Agreement and Intergovernmental Agreement expressly provides otherwise) shall improve County Road 45, in the manner depicted, to the extent, and in substantial compliance with the preliminary design documents set forth in Exhibits D and E. While the final engineering design and construction of the improvements to Inspiration Drive and County Road 45 must be accomplished through coordination between the City, the County, and Gartrell as set forth in and required by this Agreement and Intergovernmental Agreement, the final design, construction, ownership and maintenance of the Inspiration Drive and County Road 45 improvements shall be subject to the following requirements:

(a) **Coordination; Submissions to County.** Because the County will be constructing certain improvements to the portions of County Road 45 located east and west of Inspiration Drive as described in this Agreement and Intergovernmental Agreement, it will be necessary for the City, the County, and Gartrell to coordinate their design, phasing, and construction plans. Concurrently with its submissions to the City, Gartrell shall submit to the County, for the County's review and comment, any updated phasing plans, construction plans, and/or project budgets relating to the design and construction of the required improvements to Inspiration Drive that are required to be produced in connection with such Final Plat and/or Contextual Site Plan application. The County and the City shall jointly review the final design of Inspiration Drive. If any conflict of design arises between the segments of Inspiration Drive and County Road 45, the City Engineer shall have final decision making authority over the final design of Inspiration Drive and the County Engineer shall have final decision making authority over the final design of County Road 45; provided, however, that any re-design or design change which materially deviates from the preliminary design documents set forth in Exhibits D and E (as distinguished from final design decisions which implement the preliminary design documents set forth in Exhibits D and E) shall require mutual consent of the County Engineer, the City Engineer, and Gartrell. In the pre-construction and construction phases, Gartrell shall coordinate regular meetings (on at least a monthly basis) with designated representatives from the City and the County to assure that proper communication and coordination are being maintained. Transitions shall be addressed in the manner set forth in subparagraph (c) below. Right-of-way and easement acquisitions shall be addressed in the manner set forth in subparagraph (d) below. Utility relocations shall be addressed in the manner set forth in subparagraph (e) below. Gartrell shall

provide any necessary easements within the Buffer Area at no cost to the County as provided in subparagraph 2(a) below.

(b) **Phasing; Construction Traffic and Access.** It is contemplated that the initial phase of development within the Gartrell Property will involve construction of an internal loop road located generally to the west of the existing alignment of Gartrell Road, and that construction traffic will access the property from the north by the existing Gartrell Road and/or from the south by a new access point, as conceptually depicted on sheet 1 of Exhibit C, which is to be constructed at a location approximately 0.4 miles east of the western property line of the Gartrell Property. During the initial phase of construction within the Gartrell Property, Gartrell will construct the improvements to the segment of Inspiration Drive located between the new access point described above and the western boundary of the Gartrell Property (the "Initial Inspiration Segment"). During all construction phases, access to the portion of the Livengood Hills subdivision located along the northerly boundary of the Gartrell Property (which currently has access only from the existing Gartrell Road connection south to Inspiration) will be maintained. Initially, such access will be maintained through use of the existing Gartrell Road alignment, and the road surface will be maintained in a condition at least equivalent to its current condition until alternative access can be provided. Ultimately, access to the northern Livengood Hills subdivision will be provided via the re-aligned Gartrell Road, upon substantial completion of the initial phase of the Gartrell Road re-alignment. In the interim, access to the northern Livengood Hills subdivision may be provided via the internal loop road and new access point at Inspiration Drive approximately 0.4 miles east of the western Gartrell Property boundary, as described above. Reasonable efforts shall be made to limit the use of the existing Gartrell Road by construction traffic.

(c) **Transitions.** The following criteria shall apply to construction of Transitions:

(1) *Notice of Commencement.* If the County desires to commence construction of the segment of County Road 45 located west of Inspiration Drive or the segment of County Road 45 located east of Inspiration Drive before Gartrell has commenced construction of the phase of the Inspiration Drive that will connect to such County Road 45 improvements, the County shall notify Gartrell and the City in writing when the County has awarded a contract for improvements to the relevant portions of County Road 45. Gartrell shall coordinate with the County as provided in subparagraph (a) above.

(2) *Construction of Transitions.* If the County extends its permanent improvements on County Road 45 into either the Transition Zone - West or the Transition Zone - East before Gartrell has extended the applicable phase of Inspiration Drive into the applicable Transition Zone, then the County shall, at its sole cost and expense, construct the County Road 45 improvements up to the property line of the Gartrell Property and shall construct the Transition within the area of the Transition Zone that extends into Inspiration Drive. Conversely, if Gartrell completes extension of the applicable phase of Inspiration Drive into either the Transition Zone - West or the Transition Zone - East before the County has extended its permanent improvements on County Road 45 into the applicable

Transition Zone, then Gartrell shall, at its sole cost and expense, construct the Inspiration Drive improvements up to the property line of the Gartrell Property and shall construct the Transition within the area of the Transition Zone that extends into County Road 45. Notwithstanding the foregoing, neither the County nor Gartrell will be required to construct a Transition unless the anticipated completion dates of the connecting segments of Inspiration Drive and County Road 45 within the applicable Transition Zone are more than 100 days apart. If the anticipated completion dates are 100 days or less apart, the County and Gartrell shall coordinate their respective schedules so that their respective permanent improvements meet at the property line of the Gartrell Property.

(3) *Construction of Permanent Improvements with Transition Zones.* After construction of a Transition as described in subparagraph (2) above, the party who did not construct the Transition (either Gartrell or the County, as applicable) shall, at its sole cost, remove the Transition constructed by the other party and complete the permanent improvements within the applicable Transition Zone when such party extends its permanent improvements into the applicable Transition Zone.

(d) **Acquisition of Rights-of-Way and Easements.** The County shall be responsible for acquiring (whether by eminent domain or a conveyance in lieu thereof) any temporary construction easements or permanent rights-of-way (except for those located on the Gartrell Property, which Gartrell shall provide as otherwise set forth in this Agreement and Intergovernmental Agreement) necessary for Gartrell to complete the improvements to Inspiration Drive and for the County to complete the improvements to County Road 45. Gartrell shall contribute to the costs of such acquisitions as follows:

(1) Gartrell shall reimburse the County for the County's actual cost of obtaining any required temporary construction easement(s) or other temporary or permanent interests on privately owned lands adjacent to the southerly right-of-way for Inspiration Drive; provided, however, that Gartrell's share of such costs shall not exceed \$2,500 per parcel for all such interests acquired from the owner of a particular parcel. Gartrell shall remit such reimbursement within 45 days after receiving written notice from the County of the amount it has paid to such property owner.

(2) Gartrell shall reimburse the County for a portion of the County's actual cost of permanently condemning the real property at 9767 East Inspiration Drive, including but not limited to the just compensation and any damages to any remainder that may be paid and the costs, fees, or expenses in any way related to evaluating, appraising, negotiating, and litigating the condemnation or purchase; provided, however that Gartrell's share of such costs shall not exceed the lesser of (i) $\frac{1}{2}$ of the County's actual costs, or (ii) \$200,000. Gartrell shall remit such reimbursement within 45 days after receiving written notice from the County of the amount it has paid to such property owner. If the County re-sells the condemned property, or a portion thereof within four years after acquiring title to the real property, then the County shall reimburse Gartrell in the same proportion that Gartrell paid the total just compensation, damages to the remainder and costs

of the condemnation, including but not limited to the costs, fees, or expenses in any way related to evaluating, appraising, negotiating, and litigating the condemnation or purchase.

(e) **Utility Relocation.** The County shall be responsible for managing and coordinating the relocation of all existing utilities that are currently located within the existing public right-of-way for Inspiration Drive and County Road 45 (including electrical, natural gas, telephone, and similar underground and overhead utilities) required in connection with the construction of the permanent improvements to County Road 45 and to Inspiration Drive, and such relocations shall be considered, to the maximum extent permitted by law, to be part of the County's County Road 45 improvement project for all purposes; provided, however that Gartrell shall be responsible for the cost of relocating any existing utilities located in the public right-of-way for Inspiration Drive to the extent that such relocations cannot be considered part of the County's County Road 45 improvement project. Gartrell shall also be responsible for the cost of any required relocation of utilities that are located within private property easements and/or within the PSCo ROW (as defined in paragraph D.3 below), and which are also located within the City's municipal boundaries; provided, however, that the City shall exercise its rights and authority, including its powers of eminent domain, to require the existing utilities located within the existing right-of-way to relocate at the utility company's expense to the maximum extent permitted by law.

(f) **Completion.** Substantial completion of the Initial Inspiration Segment shall be a condition precedent to issuance of a building permit for the 301st dwelling unit within the Gartrell Property. Substantial completion of the full length of the Inspiration Drive improvements shall be a condition precedent to issuance of a building permit for the 751st dwelling unit within the Gartrell Property.

(g) **Maintenance of Inspiration Drive.** Upon substantial completion of the Inspiration Drive improvements, Gartrell shall dedicate the improvements to the City, and the City shall accept the dedication of the improvements. The City shall maintain Inspiration Drive, and the improvements thereto described above, according to the street and road standards applicable to other streets of similar type within the City; provided, however, that the City may contract with the Metro District for the performance all landscaping, trash removal, mowing, and similar maintenance obligations affecting the depressed median within Inspiration Drive.

(h) **No Assignment of Obligations.** The City shall maintain possession, jurisdiction, and the obligation to maintain Inspiration Drive and shall not assign or delegate these rights or responsibilities to any person other than the Metro District as contemplated in subparagraph (g) above.

(i) **Fill Dirt.** Commencing on June 1, 2003, and terminating on June 1, 2006, Gartrell shall provide to the County one or more temporary easement areas within the Gartrell Property to be used by the County for the temporary staging of fill dirt that the County will need in connection with its construction activities on County Road 45. The location and size of the fill dirt staging easement area(s) will be determined by Gartrell,

and shall take into account the County's anticipated construction schedule for the County Road 45 improvements and Gartrell's anticipated construction schedule for development within the Gartrell Property. Accordingly, Gartrell may relocate the easement area(s), or may establish separate easement areas for use during different periods. Additionally, to the extent overlot grading and other construction-related activities within the Gartrell Property between June 1, 2003, and June 1, 2006, generate excess fill dirt, Gartrell will, upon the County's written request therefor, provide up to 200,000 cubic yards of fill dirt to the County for use in connection with the County Road 45 improvements, and will deliver such fill dirt to the staging easement area(s) at no charge to the County. Upon deposit within the County's staging easement area(s), such fill dirt will become the County's property, and Gartrell will be discharged of any further liability or obligation with respect to the fill dirt so delivered. Arrangements regarding fill dirt shall be coordinated among the County and Gartrell as part of the periodic meetings required by subparagraph (a) above. The County's use of the temporary fill dirt staging easement shall be limited to staging of fill dirt provided by Gartrell from within the Gartrell Property, and the County shall not deposit fill dirt from other sources within the easement area without Gartrell's prior written permission.

(j) **Limitation on Operation of Heavy Equipment.** In constructing the Inspiration Drive improvements, Gartrell shall not operate Heavy Equipment between the hours of 9:00 p.m. and 6:00 a.m. In constructing the County Road 45 improvements that are located within $\frac{1}{2}$ mile of the Gartrell Property, the County shall not operate Heavy Equipment between the hours of 9:00 p.m. and 6:00 a.m.

2. **Buffer Area.** The final boundaries and configuration of the Buffer Area are subject to further review and approval pursuant to the City's Contextual Site Plan and Final Plat procedures. The Inspiration Drive road profile described in paragraph D.1. above provides for a minimum 150' separation between the southernmost property line of any residential lot that is adjacent to Inspiration Drive and the southern section line of the sections in which the Gartrell Property is located. Within that 150' separation, Gartrell will establish the Buffer Area, which will be a minimum of 100' deep, as measured from the typical northern edge of pavement as shown in Typical Sections Alt. 1 and Alt. 1A on the road profiles attached at Exhibits D and E. Provided that the approved final boundaries and configuration of the Buffer Area establish a minimum depth of 100', immaterial deviations between the final approved Buffer Area and the conceptual depiction attached as Exhibit C shall not be construed as a breach of this Intergovernmental Agreement and Agreement. Gartrell shall convey the Buffer Area, in its approved final boundaries and configuration, to the Metro District or the Gartrell Homeowners' Association once those entities come into existence, but the conveyance shall be in writing and shall contain written deed restrictions, covenants or equitable servitudes which create a legal obligation on the part of such entities to hold title of the Buffer Area in perpetuity, and to use and maintain the Buffer Area as provided in this Intergovernmental Agreement and Agreement.

(a) **Use of Buffer Area.** Neither the City, Gartrell, the Metro District, nor the Gartrell Homeowners' Association shall designate or use the Buffer Area as public road right-of-way or for public or private parking area, nor shall they erect or permit the erection of any building or structure within the Buffer Area; provided, however, that the foregoing restrictions shall not be construed as precluding the construction, operation and

maintenance within the Buffer Area of (i) utility easements and related utility improvements; (ii) a trail system for equestrian, pedestrian and bicycle use; (iii) bus stops; (iv) irrigation easements and related irrigation improvements; (v) any acceleration lanes, deceleration lanes, turnouts, and similar localized safety features required to conform the Inspiration Drive sections depicted at Exhibits D and E with ASHTO or other applicable safety standards; and (vi) other uses and improvements that are substantially similar to the foregoing and are substantially consistent with the purposes and intent of this Intergovernmental Agreement and Agreement. Subject to the foregoing, the Buffer Area shall be used only as open space and buffer serving the development within and adjacent to the Gartrell Property.

(b) **Landscaping and Maintenance of Buffer Area.** Gartrell shall landscape the Buffer Area with berms, trees, and shrubs. Landscaping of the Buffer Area shall be accomplished in accordance with the requirements set forth in Article 14, Chapter 146, of the City's Zoning Code, as supplemented by Section 3.0 of the RockingHorse Community Design Standards dated October, 2001; provided, however, that no substantive amendment of or modification to said Section 3.0 shall be effective without the County's prior review and comment. The final landscaping plan for the portion of the Buffer Area abutting Inspiration Drive shall incorporate undulating berms, native materials, xeriscape techniques, and not less than the minimum number, size, and types of trees and shrubs per acre as area required under Article 14, Chapter 146, of the City's Zoning Code and Section 3.0 of the RockingHorse Community Design Standards dated October, 2001. Gartrell shall irrigate and maintain the trees and shrubs, subject to any restrictions on irrigation generally in effect from time to time within the City. To the maximum extent possible within the foregoing standards and criteria, only native trees (primarily Ponderosa Pines), grasses, and shrubs will be used within the Buffer Area.

3. **Crossings of PSCo Right-of-Way.** A 210 foot wide utility transmission right-of-way owned by Public Service Company of Colorado ("PSCo ROW") separates the eastern-most portion of the Gartrell Property from the balance of the Gartrell Property. Development within the Gartrell Property may involve one or more crossings of the PSCo ROW by the Inspiration Drive improvements, realignment of Gartrell Road, other internal streets, trail systems, utilities, and similar improvements. Currently, the PSCo ROW is located in the unincorporated area of Douglas County, but the County shall not oppose or contest in court annexation of the PSCo ROW if the owner of the PSCo ROW voluntarily seeks annexation of the PSCo ROW to the City. Unless and until the PSCo ROW is annexed to the City, the County shall review the plans for any improvements that will cross the PSCo ROW as part of the referral process, as otherwise provided in the City Code or in this Intergovernmental Agreement and Agreement, in connection with the City's processing of future Contextual Site Plans, Final Plats, and other land use applications for the Gartrell Property. Unless and until the PSCo ROW is annexed into the City, the County and the City shall cooperate with respect to the maintenance, law enforcement, and other governmental services provided to the PSCo ROW. Accordingly, in accordance with their respective authority pursuant to C.R.S. § 29-1-203, the County and the City shall execute and enter into any such subsequent agreements as may be reasonably necessary to implement the foregoing intent with respect to a particular improvement or issue. Nothing herein shall be construed as an encumbrance against the PSCo ROW or as creating an obligation of the owner of

the PSCo ROW with respect to annexation of the PSCo ROW to the City, or with respect to any such crossing or improvement.

E. SUBDIVISION AND DEVELOPMENT OF THE GARTRELL PROPERTY.

1. **Lot Size and Plan.** The final boundaries and configuration of the lots depicted in the Lot Plan are subject to further review and approval pursuant to the City's Contextual Site Plan and Final Plat procedures. Subject to the foregoing, the perimeter lots adjacent to Inspiration Drive and the Travois Subdivision shall be subdivided, developed, and built only in material consistency with the Lot Plan.
2. **Lighting.** Development within the Gartrell Property shall meet or exceed the requirements and limitations governing lighting as established by the Aurora City Code, Chapter 146 – Zoning, Page 9.40, E-470 District Design Standards, Section 918 – Lighting, as such regulations are in effect on the Effective Date of this Agreement.
3. **No Exceptions Through Variances Etc.** The City shall not permit any exception to the restrictions, requirements, and standards set forth in Sections D and E of this Agreement through use by special review, planned development, variance, re-zoning, or other means.
4. **Limitation on Operation of Heavy Equipment.** In performing any of the grading, fill, construction, and other work necessary to develop the Gartrell Property, Gartrell shall not operate any Heavy Equipment between the hours of 9:00 p.m. and 6:00 a.m.

F. ANNEXATION, ZONING AND SUBDIVISION OF ADDITIONAL TERRITORY IN UNINCORPORATED NORTHEASTERN DOUGLAS COUNTY.

1. **Zoning and Subdivision of New Annexations in Unincorporated Northeastern Douglas County.** The territory in Unincorporated Northeastern Douglas County is classified as "non-urban" under the Douglas County Comprehensive 2001 Master Plan. If the City annexes any additional territory in Unincorporated Northeastern Douglas County, the City shall subdivide and zone these areas only in a manner that is consistent with Section 5 "Non-Urban," and in particular, the "Northeast Subarea," of the Douglas County Comprehensive 2001 Plan.
2. **Referral to County; County Comment and Recommendation.** Before approving any annexation, subdivision, applying any zoning, or re-zoning any of the territory in Unincorporated Northeastern Douglas County, the City shall refer the matter to the County for its consideration and recommendations to the City. The referral shall consist of at least the written proposal and all City staff recommendations and comments on the plan, and shall be mailed to the County. The City shall not act on the proposal to annex, subdivide, apply zoning, or re-zone until after: (a) the expiration of thirty-five days after the referral was mailed to the County; or (b) receipt of the County's written comments and recommendations; whichever occurs first.
3. **Residential Density Restrictions.** If the City annexes any additional territory in Unincorporated Northeast Douglas County, the City shall zone and subdivide the territory in a manner that:

- (a) Prohibits residential densities higher than those in any adjacent subdivision created before annexation, and
- (b) Prohibits any residential densities of more than 1 residential unit per 5 acres; and
- (c) Prohibits multi-family residential units; and
- (d) Prohibits any uses other than single-family residential.

4. No Exceptions Through Variances Etc. The City shall not permit any exception to the foregoing restrictions through use by special review, planned development, variance, re-zoning, or other means.

G. ENFORCEMENT OF THIS INTERGOVERNMENTAL AGREEMENT AND AGREEMENT.

1. Methods of Enforcement. This agreement may be enforced through one or more of the following means, which may be used simultaneously or *seriatim*; as multiple claims in a single action, or as single claims in separate actions, and the relief granted in any such claim shall be cumulative and in addition to any relief granted in any other claim:

- (a) A civil action for specific performance;
- (b) An action for temporary restraining order, preliminary injunction and permanent injunction;
- (c) An action for declaratory relief;
- (d) An action for judicial review of any quasi-judicial decision that the City or County may render;
- (e) An action for writ of mandamus;
- (f) An action for a decree in water court; and
- (g) Intervention in administrative and civil litigation in which the other party is involved.

2. Each Party Only Liable For its Own Defaults. Notwithstanding the foregoing, each party shall be liable for failure to perform the obligations placed on that party under this Intergovernmental Agreement and Agreement and no party shall be held liable for the failure of any other party to perform its obligations under this Intergovernmental Agreement and Agreement.

3. Intervention. The County may intervene in any civil or administrative action between the City and any party that may affect the County's rights under this Intergovernmental Agreement and Agreement or the City's ability to perform its obligations under this Intergovernmental Agreement and Agreement.

4. Requirements for Specific Performance and Injunctive Relief Present.

- (a) Violation of this Intergovernmental Agreement and Agreement by any party will cause real, immediate, and irreparable injury to the other parties. These injuries may be extremely difficult to discern, investigate and prove. Therefore, the parties stipulate that any violation of this Intergovernmental Agreement and Agreement by one party shall be treated as damage per se to the other parties, without any showing of actual harm or damage, thereby entitling the other parties to a temporary restraining order, preliminary injunction, and permanent injunction against the violating party to enforce the terms of this Intergovernmental Agreement and Agreement.
- (b) Damages for violation of this Intergovernmental Agreement and Agreement would be diffuse, intangible, and extremely difficult to calculate. Therefore, there is no plain, adequate, and speedy remedy at law for violation of this Intergovernmental Agreement and Agreement.
- (c) Entry of temporary restraining orders, preliminary injunctions, and permanent injunctions to enforce the terms of this Intergovernmental Agreement and Agreement will always be in the public interest for the residents of the City and the County.
- (d) The balance of equities between any act or omission that violates the terms of this Intergovernmental Agreement and Agreement and any harm that may be caused by entering a temporary restraining order, preliminary injunction, and permanent injunction to enforce the terms of this Intergovernmental Agreement and Agreement will always favor entry of the temporary restraining order, preliminary injunction, and permanent injunction.

5. No Equitable Defenses. Neither party shall invoke the doctrines of waiver, estoppel, laches, unclean hands, or other equitable defenses in any action to enforce the terms of this Intergovernmental Agreement and Agreement.

6. Every Term Material—Immaterial Deviations. Every term of this Intergovernmental Agreement and Agreement is deemed to be material, and it shall not be a defense to any claim for enforcement of this Intergovernmental Agreement and Agreement that any term of this Intergovernmental Agreement and Agreement was not material. However, minor or immaterial deviations from the standards, criteria and requirements of these terms shall not constitute a breach of this agreement. Additionally, the Buffer Area and Lot Plan exhibit set forth at Exhibit C and the Plans and Profiles showing required improvements to Inspiration Drive set forth at Exhibits D and E are, by their nature, conceptual, and subject to refinement during subsequent engineering and design review and approval conducted in connection with the processing of Final Plats, Contextual Site Plans, and other approvals yet to be obtained for development within the Gartrell Property. Accordingly, it is recognized that the final construction documents, landscaping plans, Final Plats, Contextual Site Plans and other documents derived from and/or incorporating the matters addressed in the conceptual plans set forth at Exhibit C and Exhibits D and E may deviate in certain particulars from the Exhibits to this Agreement. Provided the parties have complied with the requirements set forth in this Agreement for referral, coordination, cooperation and communication with respect to matters

affecting the Lot Plan and Buffer Area (including landscaping of the Buffer Area) and the Inspiration Drive improvements, substantial compliance with such final construction documents, landscaping plans, Final Plats, Contextual Site Plans and/or other documents shall be construed as constituting satisfactory performance of the obligations set forth in this Agreement.

7. **Breach No Defense.** The fact that any party has breached this Intergovernmental Agreement and Agreement shall not be a defense to enforcement of this Intergovernmental Agreement and Agreement.

8. **Partial Waiver of Governmental Immunity.** The parties hereby waive governmental immunity to the extent necessary to enforce this Intergovernmental Agreement and Agreement.

9. **Attorney's Fees.** If any action is filed or maintained by any party in relation to this Intergovernmental Agreement and Agreement, the substantially prevailing party shall be awarded its reasonable costs and attorney's fees, which rights shall survive termination of this Intergovernmental Agreement and Agreement.

10. **No Contrary Position in Litigation.** No party shall take any position, make any argument, or file any pleading whatsoever, in any civil or administrative litigation, that is inconsistent with any term of this Intergovernmental Agreement and Agreement.

H. GENERAL.

1. **Extent of Financial Obligations.** Notwithstanding any other term or provision of this Intergovernmental Agreement and Agreement, any financial obligations of the County or the City, whether direct or contingent, shall extend only to monies duly and lawfully budgeted, appropriated, and encumbered for purposes of this Intergovernmental Agreement and Agreement. Neither the County nor the City irrevocably pledges present cash reserves for payments in this or future fiscal years. This Intergovernmental Agreement and Agreement are not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the County or the City. Any expenditure obligations of the County or the City arising during any subsequent fiscal year in which this Intergovernmental Agreement and Agreement are in effect shall only extend to utilization and payment of monies budgeted, appropriated, and encumbered for purposes of this Intergovernmental Agreement and Agreement in the fiscal year in which the obligations arise.

2. **Effective Date.** This Intergovernmental Agreement and Agreement shall be effective on the latest date that any of the signatories has affixed his or her signature hereto.

3. **Entire Intergovernmental Agreement and Agreement.** This Intergovernmental Agreement and Agreement constitutes the entire Intergovernmental Agreement and Agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Intergovernmental Agreement and Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by all parties.

4. **Recordation; Binding On Successor and Assigns.** This Intergovernmental Agreement and Agreement (excluding Exhibit E) shall be recorded in the real property records of the Douglas County, Colorado, Clerk and Recorder. Upon recordation, the burdens and benefits of

this Intergovernmental Agreement and Agreement shall attach to and run with title to the Gartrell Property, shall be binding upon and inure to the benefit of Gartrell, the City, and the County and their respective successors, assigns, and legal representatives. Neither the City nor the County may assign or delegate any of their respective rights or duties under the Intergovernmental Agreement and Agreement without the written consent of the other. Any party may perform its obligations through any other person or entity, but performance of obligations through another person or entity shall not relieve that party of its obligations under the Intergovernmental Agreement and Agreement. Notwithstanding the foregoing, Gartrell shall have the right to assign or transfer all or any portion of its interests, rights or obligations under the Agreement to third parties acquiring an interest or estate in the Gartrell Property, including, but not limited to, purchasers or long term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Gartrell Property. If, in connection with such an assignment to a third party, the third party executes an express written assumption of all or any part of Gartrell's obligations under the Agreement, such written assumption shall, upon delivery to the County and the City, thereby operate as a release of Gartrell from any further obligations under the Agreement with respect to the matter so assumed. Additionally, the City and the County shall each be deemed to be express third party beneficiaries of any such assignment and assumption of obligations with the same rights of enforcement against such assignee as either would have against Gartrell under the terms and conditions of this Agreement. For purposes of this provision, "third party" means any entity in which neither Gartrell nor DBC, either individually or collectively, have controlling interest, or which does not have a controlling interest in either Gartrell or DBC.

5. Third Party Beneficiaries. Except with respect to the City and the County as expressly provided in Paragraph 4 of this Part H, this Intergovernmental Agreement and Agreement is not intended to create any third party beneficiaries hereunder, or to authorize anyone not a party to this Intergovernmental Agreement and Agreement to maintain any claim under this Intergovernmental Agreement and Agreement. The duties, obligations and responsibilities of the parties to this Intergovernmental Agreement and Agreement with respect to third parties shall remain as imposed by law.

6. Notices. Any notice pursuant to the terms and conditions of this Intergovernmental Agreement and Agreement shall be in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, or (iii) sent by a recognized overnight mail or courier services, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by the parties):

If to the County:

Board of County Commissioners
Douglas County
100 Third Street
Castle Rock CO 80104

with a copy to:
Douglas County Attorney
100 Third Street
Castle Rock CO 80104

If to the City:

City Council for the City of Aurora
1470 South Havana Street, Suite 704
Aurora, Colorado 80012

with a copy to:

Charles H. Richardson, Esq.
Office of the City Attorney
City of Aurora
1470 South Havana Street, Suite 704
Aurora, Colorado 80012

If to Gartrell or to DBC:

c/o New Cities Development
100 Pasadera Drive
Monterey, CA 93940
Attn: Thomas S. deRegt and Frederick M. Bates

with a copy to:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street
Suite 1600
Denver, CO 80202
Attn: Thomas J. Ragonetti, Esq., and Munsey L. Ayers, Esq.

7. Governing Law; Venue. This Intergovernmental Agreement and Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The parties expressly waive the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

8. Severability. In the event any of the provisions of this Intergovernmental Agreement and Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. If either party fails to enforce a specific term of this Intergovernmental Agreement and Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

9. Documents Incorporated As Part of This Intergovernmental Agreement and Agreement. The following exhibits are incorporated by reference, attached hereto, and made a part of this Intergovernmental Agreement and Agreement:

Exhibit A: Gartrell Property Map

Exhibit B: Legal Description of Gartrell Property

Exhibit C: Buffer Area and Lot Plan

Exhibit D: Sheets 1 and 2 of the Preliminary Design document for Inspiration Drive/County Road 45 (a complete set of which is attached as Exhibit E)

Exhibit E: Preliminary Design For Inspiration Drive From N. Travois Trail to N. Tomahawk Road, prepared by PBS&J, dated November 5, 2002 (last modification date, Sheet 1, October 31, 2002), consisting of 150 sheets, showing required improvements to Inspiration Drive/County Road 45. [Note: Exhibit E is intentionally excluded from the counterpart of this document recorded in the Douglas County Clerk and Recorder's office]

10. Modification. The Intergovernmental Agreement may only be modified in writing signed by the City and the County. The Agreement between the City, County, and Gartrell, consisting of Parts A. (Definitions), Part B. (Dismissal of the Gartrell Legal Actions and County's Covenant Not to File Certain Actions), Part D. (Improvements to Inspiration Drive; Buffer Area; Lotting Plan), Part E. (Subdivision and Development of the Gartrell Property), Part G. (Enforcement of This Intergovernmental Agreement and Agreement), and Part H. (General) may be modified only in writing signed by the City, County, Gartrell and DBC.

11. Counterparts This Intergovernmental Agreement and 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 instrument.

[Signature Pages Follow]

THE CITY OF AURORA:

CITY OF AURORA



Paul Tauer, Mayor

With the Consent and Approval of The Aurora
City Council By Resolution

Date: 1-8-03

ATTEST:

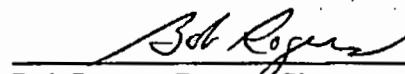


Debra A. Johnson

City Clerk

Date: 1-8-03

APPROVED AS TO FORM

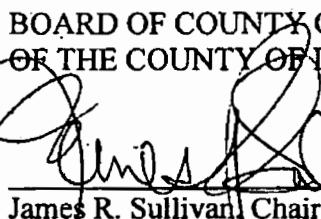


Bob Rogers, Deputy City Attorney

Date: January 7, 2003

DOUGLAS COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS


James R. Sullivan, Chair

Date: 12/23/02

ATTEST:

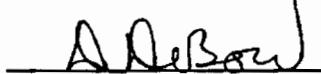


Mary Niblack, Deputy Clerk to the Board

Date: 12-23-02

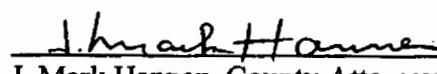


APPROVED AS TO CONTENT


Douglas J. DeBord, County Administrator

Date: 12/23/02

APPROVED AS TO FORM



J. Mark Hannen, County Attorney

Date: 12/23/02

**GARTRELL INVESTMENT COMPANY, L.L.C., a Colorado
limited liability company**

GARTRELL INVESTMENT COMPANY,
L.L.C.

By: DBC – Colorado Investments, LLC, a
Colorado limited liability company, its
managing member

By: Thomas S. deRegt
Name: Thomas S. deRegt
Title: Manager

Date: December 26, 2002

STATE OF California)
) ss.
COUNTY OF Monterey)

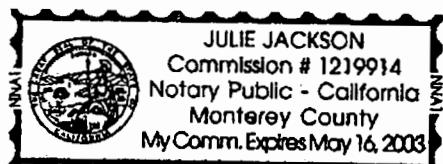
The foregoing instrument was acknowledged before me this 26 day of
December, 2002, by Thomas S. deRegt, as Manager of DBC – Colorado
Investments, LLC, Managing Member of Gartrell Investments Company, L.L.C., a Colorado
limited liability company.

Witness my hand and official seal.

My commission expires:

5/16/03

Julie Jackson
Notary Public



APPROVED AS TO FORM:

Munsey L. Ayers, Jr.
Attorney for Gartrell Investment Co. L.L.C.

Date: December 30, 2002

**DBC - COLORADO INVESTMENTS, LLC, a Colorado limited
liability company**

DBC - COLORADO INVESTMENTS, LLC

By: Thomas deRegt
Name: Thomas S. deRegt
Title: Manager

Date: December 26, 2002

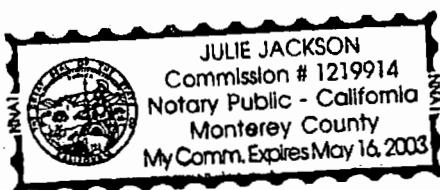
STATE OF California)
) ss.
COUNTY OF Monterey)

The foregoing instrument was acknowledged before me this 26 day of
December, 2002, by Thomas S. deRegt, as Manager of DBC - Colorado
Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

5/16/03



Julie Jackson

Notary Public

APPROVED AS TO FORM:

Munsey L. Ayers, Jr.

Attorney for DBC-Colorado Investments,
LLC

Date: December 30, 2002

Exhibit A
(Depiction of Gartrell Property)
[Follows this Page]

0 500 1000 2000

1 inch = 1000 ft.

HERITAGE EAGLE BEND

NOLTE
BEYOND ENGINEERING

TRACT 100

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PARCEL 2

PARCEL 3

PARCEL 4

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PARCEL 242

PARCEL 243

PARCEL 244

PARCEL 245

PARCEL 246

PARCEL 247

PARCEL 248

PARCEL 249

PARCEL 250

PARCEL 251

PARCEL 252

PARCEL 253

PARCEL 254

PARCEL 255

PARCEL 256

PARCEL 257

PARCEL 258

PARCEL 259

PARCEL 260

PARCEL 261

PARCEL 262

PARCEL 263

PARCEL 264

PARCEL 265

PARCEL 266

PARCEL 267

PARCEL 268

PARCEL 269

PARCEL 270

PARCEL 271

PARCEL 272

PARCEL 273

PARCEL 274

PARCEL 275

PARCEL 276

PARCEL 277

Exhibit B

(Legal Description of Gartrell Property)

Parcel 1

Property Owned by Gartrell Investment Company, L.L.C.

A PARCEL OF LAND BEING A PORTION OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING ASSUMED TO BEAR N89°27'53"E.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, SAID POINT BEING THE NORTHEAST CORNER OF TRAVOIS FILING TWO AS RECORDED UNDER RECEPTION NUMBER 140810, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1733 AT PAGE 827;

THENCE N89°34'11"E, ALONG THE NORTH LINE OF SAID SECTION 1, AND ALONG THE SOUTH LINE OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND AS RECORDED IN BOOK 1733 AT PAGE 827, A DISTANCE OF 213.11 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE N89°32'02"E, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 1, AND ALONG THE SOUTH LINE OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND ALONG THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, A DISTANCE OF 2440.22 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1;

THENCE CONTINUING N89°32'02"E, ALONG THE NORTH LINE OF SAID SECTION 1, THE SOUTH LINE OF SAID SECTION 36, AND THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, A DISTANCE OF 204.38 FEET TO THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 36;

THENCE N89°27'53"E, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 1, THE SOUTH LINE OF SAID SECTION 36 AND THE NORTH LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, A DISTANCE OF 2418.95 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF GARTRELL ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. S00°13'45"E, PARALLEL WITH AND 30.00 FEET, BY PERPENDICULAR MEASUREMENT WESTERLY FROM THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 1, AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF GARTRELL ROAD, A DISTANCE OF 2697.14 FEET;
2. S00°14'03"E, PARALLEL WITH AND 30.00 FEET, BY PERPENDICULAR MEASUREMENT WESTERLY FROM THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2623.39 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF INSPIRATION DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF INSPIRATION DRIVE AND THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS RECORDED IN BOOK 1733 AT PAGE 827 THE FOLLOWING TWO (2) COURSES:

1. S89°39'13"W, PARALLEL WITH AND 30.00 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY FROM THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2624.89 FEET;
2. S89°39'15"W, PARALLEL WITH AND 30.00 FEET, BY PERPENDICULAR MEASUREMENT NORTHERLY FROM THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2654.67 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF TRAVOIS FILING ONE AS RECORDED UNDER RECEPTION NUMBER 135994;

THENCE N00°06'33"W, ALONG THE WEST LINE OF SAID SECTION 1, AND ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, AND ALONG THE EASTERLY LINE OF SAID TRAVOIS FILING ONE, A DISTANCE OF 2632.13 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRAVOIS FILING ONE AND THE SOUTHEAST CORNER OF SAID TRAVOIS FILING TWO; THENCE N00°17'20"W, ALONG THE WEST LINE OF SAID SECTION 1, AND ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, AND ALONG THE EAST LINE OF SAID TRAVOIS FILING TWO, A DISTANCE OF 2674.57 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 643.475 ACRES (28,029,761 SQUARE FEET), MORE OR LESS.

Parcel 2

Property Owned by Gartrell Investment Company, L.L.C.

THAT PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING IN THE CENTERLINE OF THE RIGHT-OF-WAY OF GARTRELL ROAD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE WEST LINE OF SAID SECTION 6 AND THE CENTERLINE OF SAID RIGHT-OF-WAY OF GARTRELL ROAD SOUTH $00^{\circ}13'45''$ EAST A DISTANCE OF 714.75 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF SECTION 6 AND THE SAID CENTERLINE OF THE RIGHT-OF-WAY OF GARTRELL ROAD NORTH $89^{\circ}46'15''$ EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GARTRELL ROAD, BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF THAT PARCEL OF LAND AS RECORDED IN BOOK 1733 AT PAGE 827, NORTH $88^{\circ}56'00''$ EAST A DISTANCE OF 2730.13 FEET TO A POINT ON THE WEST LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO PARCEL OF LAND AS RECORDED IN BOOK 136 AT PAGE 473, AND ALSO BEING ON THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL AND ALONG THE WEST LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO PARCEL AS RECORDED IN BOOK 138 AT PAGE 320, AND ALSO ALONG THE SAID EAST LINE OF THE WEST ONE-HALF OF SECTION 6, SOUTH $01^{\circ}14'07''$ EAST A DISTANCE OF 4673.72 FEET TO A POINT AT THE INTERSECTION OF THE WEST LINE OF SAID PARCEL AS RECORDED IN BOOK 138 AT PAGE 320 AND THE NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE (70 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE AND THE SOUTH LINE OF SAID PARCEL OF LAND AS RECORDED IN BOOK 1733 AT PAGE 827, NORTH $89^{\circ}40'50''$ WEST A DISTANCE OF 842.99 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE AND THE EAST LINE OF THAT PARCEL OF LAND AS RECORDED AT RECEPTION NUMBER 175336; THENCE ALONG THE COMMON LINES OF SAID PARCELS AS RECORDED AT RECEPTION NUMBER 175336 AND IN BOOK 1733 AT PAGE 827, THE FOLLOWING THREE (3) COURSES:

3. THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE NORTH $00^{\circ}15'20''$ WEST A DISTANCE OF 466.70 FEET;
4. THENCE NORTH $89^{\circ}40'50''$ WEST A DISTANCE OF 466.70 FEET;
5. THENCE SOUTH $00^{\circ}15'20''$ EAST A DISTANCE OF 466.70 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE (70 FOOT RIGHT-OF-WAY);

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE AND THE SOUTH LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1733 AT PAGE 827, NORTH 89°40'50" WEST A DISTANCE OF 1502.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF GARTRELL ROAD, FROM WHENCE THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS SOUTH 45°02'34" WEST A DISTANCE OF 42.22 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF GARTRELL ROAD NORTH 00°14'03" WEST A DISTANCE OF 2623.62 FEET TO A POINT, FROM WHENCE THE WEST ONE-QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARS NORTH 89°47'51" WEST A DISTANCE OF 30.00 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE OF GARTRELL ROAD NORTH 00°13'45" WEST A DISTANCE OF 1982.55 FEET, TO THE POINT OF BEGINNING.

CONTAINING 290.125 ACRES (12,637,839 SQUARE FEET), MORE OR LESS.

Parcel 3

Property owned by DBC-Colorado Investments, LLC

THAT PORTION OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, SAID POINT BEING IN THE CENTERLINE OF THE RIGHT-OF-WAY OF GARTRELL ROAD (60 FOOT RIGHT-OF-WAY); THENCE ALONG THE WEST LINE OF SAID SECTION 6 AND THE CENTERLINE OF SAID RIGHT-OF-WAY OF GARTRELL ROAD SOUTH 00°13'45" EAST A DISTANCE OF 714.75 FEET TO A POINT; THENCE LEAVING SAID WEST LINE OF SECTION 6 AND THE SAID CENTERLINE OF THE RIGHT-OF-WAY OF GARTRELL ROAD NORTH 89°46'14" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GARTRELL ROAD; THENCE ALONG AN EXISTING FENCE LINE, NORTH 88°56'00" EAST A DISTANCE OF 2730.13 FEET TO A POINT ON THE WEST LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO PARCEL OF LAND AS RECORDED IN BOOK 136, PAGE 473, AND ALSO BEING ON THE EAST LINE OF THE WEST HALF OF SAID SECTION 6; THENCE ALONG THE WEST LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL AND ALONG THE SAID EAST LINE OF THE WEST HALF OF SECTION 6, SOUTH 01°14'07" EAST A DISTANCE OF 23.53 FEET; THENCE NORTH 88°45'53" EAST ALONG THE SOUTH LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL AND THE NORTH LINE OF THE PUBLIC SERVICE COMPANY OF COLORADO PARCEL OF LAND AS RECORDED IN BOOK 138 AT PAGE 320, A DISTANCE OF 208.68 FEET; THENCE CONTINUING ALONG THE LINE COMMON TO THE SAID PUBLIC SERVICE COMPANY OF COLORADO PARCELS SOUTH 46°35'07" EAST A DISTANCE OF 1.86 FEET TO THE NORTHEAST CORNER OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL AS RECORDED IN BOOK 138 AT PAGE 320, AND BEING THE POINT OF BEGINNING:

THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL AS RECORDED IN BOOK 136 PAGE 473 AND THE NORTHERLY LINES OF THAT PARCEL OF LAND AS RECORDED IN BOOK 1733, PAGE 827:

6. THENCE SOUTH $46^{\circ}35'07''$ EAST A DISTANCE OF 127.86 FEET;
7. THENCE NORTH $01^{\circ}14'07''$ WEST A DISTANCE OF 148.47 FEET TO AN ANGLE POINT OF SAID PARCEL OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 1733, PAGE 827, AND AN ANGLE POINT IN THE WESTERLY LINE OF LIVENGOD HILLS UNIT 2 AS RECORDED AT RECEPTION NO. 121427;

THENCE ALONG THE COMMON LINE OF SAID PARCEL OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 1733, PAGE 827, AND THE SAID WESTERLY LINE OF LIVENGOD HILLS UNIT 2 THE FOLLOWING TEN (10) COURSES AND DISTANCES:

8. THENCE SOUTH $45^{\circ}07'18''$ EAST A DISTANCE OF 129.09 FEET;
9. THENCE SOUTH $67^{\circ}20'16''$ EAST A DISTANCE OF 369.88 FEET;
10. THENCE SOUTH $14^{\circ}55'26''$ EAST A DISTANCE OF 421.59 FEET;
11. THENCE SOUTH $71^{\circ}51'22''$ EAST A DISTANCE OF 210.84 FEET;
12. THENCE SOUTH $46^{\circ}07'20''$ EAST A DISTANCE OF 173.93 FEET;
13. THENCE SOUTH $04^{\circ}06'02''$ EAST A DISTANCE OF 308.75 FEET;
14. THENCE SOUTH $06^{\circ}30'58''$ WEST A DISTANCE OF 292.45 FEET;
15. THENCE SOUTH $07^{\circ}40'58''$ WEST A DISTANCE OF 1235.14 FEET;
16. THENCE SOUTH $36^{\circ}50'19''$ WEST A DISTANCE OF 192.92 FEET;
17. THENCE SOUTH $04^{\circ}51'02''$ EAST A DISTANCE OF 1380.03 FEET TO AN ANGLE POINT IN THAT PARCEL OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 1733 PAGE 827, SAID POINT ALSO BEING ON THE NORTH LINE OF THAT PARCEL OF LAND AS RECORDED IN BOOK 1035, PAGE 1092;

THENCE ALONG THE COMMON LINES OF SAID PARCEL OF LAND AS RECORDED IN BOOK 1035, PAGE 1092, AND THAT PARCEL OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 1733, PAGE 827, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

18. NORTH $85^{\circ}21'02''$ WEST A DISTANCE OF 73.55 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND AS RECORDED IN BOOK 1035, PAGE 1092,
19. THENCE SOUTH $02^{\circ}17'58''$ WEST A DISTANCE OF 551.66 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE (80 FOOT RIGHT-OF-WAY);

THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN THAT DOCUMENT RECORDED IN BOOK 1733, PAGE 827, NORTH $89^{\circ}09'57''$ WEST A DISTANCE OF 585.81 FEET TO THE INTERSECTION OF THE SOUTHEAST CORNER OF THE PUBLIC SERVICE COMPANY OF COLORADO PARCEL OF LAND AS RECORDED IN BOOK 138 AT PAGE 320, AND THE SAID NORTH RIGHT-OF-WAY LINE OF INSPIRATION DRIVE; THENCE ALONG THE EAST LINE OF SAID PUBLIC SERVICE COMPANY OF COLORADO PARCEL NORTH $01^{\circ}14'07''$ WEST A DISTANCE OF 4656.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 76.373 ACRES (3,326,800 SQUARE FEET), MORE OR LESS.

Parcel 4

Property Owned by Gartrell Investment Company, L.L.C.

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 6, FROM WHICH POINT THE SOUTH ONE-QUARTER CORNER BEARS $N89^{\circ}34'30''E$, A DISTANCE OF 1340.2 FEET;
THENCE $N01^{\circ}00'W$, A DISTANCE OF 496.7 FEET;
THENCE $N89^{\circ}34'30''E$ PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 496.7 FEET;
THENCE $S01^{\circ}00'E$, A DISTANCE OF 496.7 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 6;
THENCE $S89^{\circ}34'30''W$ ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 496.7 FEET TO THE POINT OF BEGINNING, AND EXCEPTING THEREFROM THE WEST 30.0 FEET AND THE SOUTH 30.0 FEET, COUNTY OF DOUGLAS, STATE OF COLORADO.

Exhibit C
(Buffer Area and Lot Plan)
[Follows This Page – Consists of 3 Sheets]

RockingHorse

Buffer Area and Lot Plan Exhibit - Inspiration Drive



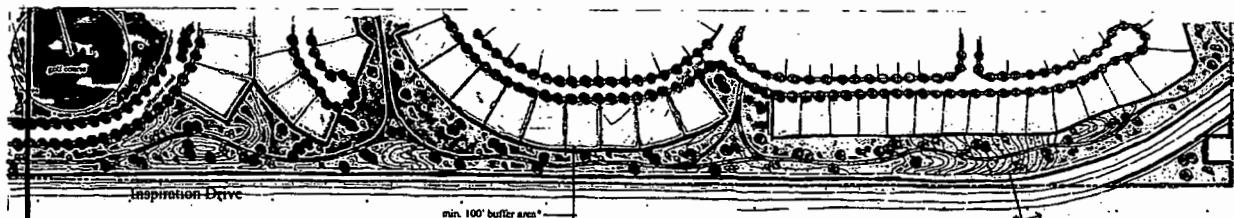
min. 100' buffer area*

Inspiration Drive

Plan View 1

*Minimum setback condition is measured from the southernmost private property line to the edge of pavement on Inspiration Drive, and will be no less than 100'.

This requirement does not apply east of the point of curvature in the Inspiration Drive alignment.



min. 100' buffer area*

Inspiration Drive

Plan View 2

*Minimum setback condition is measured from the southernmost private property line to the edge of pavement on Inspiration Drive, and will be no less than 100'.

This requirement does not apply east of the point of curvature in the Inspiration Drive alignment.

Lot Size	Minimum Front Setback	Minimum Side Setbacks		Minimum Rear Yard	Maximum Height
		At Interior	At Corner		
6000 sf - 8999 sf	20'	6'	12'-20"**	20'	35'
9000 sf - 14999 sf	25'	7'	15'-25"**	25'	40'
15000 sf or greater	25'	10'	15'-25"**	30'	40'

**Minimum stated is at a local, maximum stated is at a collector or arterial

All setbacks listed apply to the primary structure. Details on exceptions and restrictions can be found in the City of Aurora Code, Chapter 146 - Zoning Section 913

Perimeter Lot Total	Minimum Lot Size
West	12
South	49

As conceptually depicted on these exhibit sheets

Sheet 1 of 3
August 23, 2002

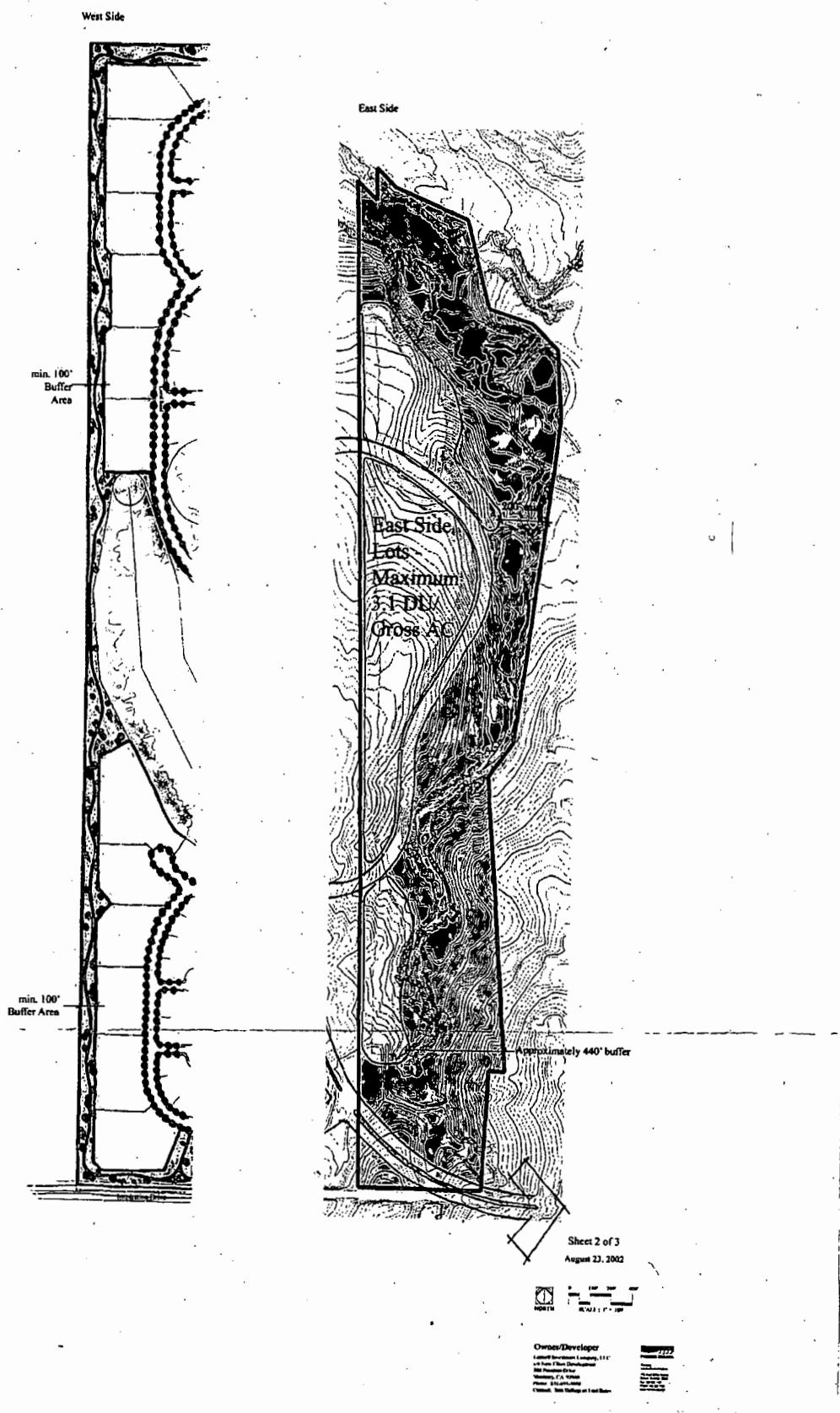


Owner/Developer
Gated Rockhorse Company, LLC
1600 Paradise Drive
Murray, CO 80146
Phone: (303) 613-3600
Fax: (303) 613-3601
E-mail: GatedRockhorse@FrontBarre



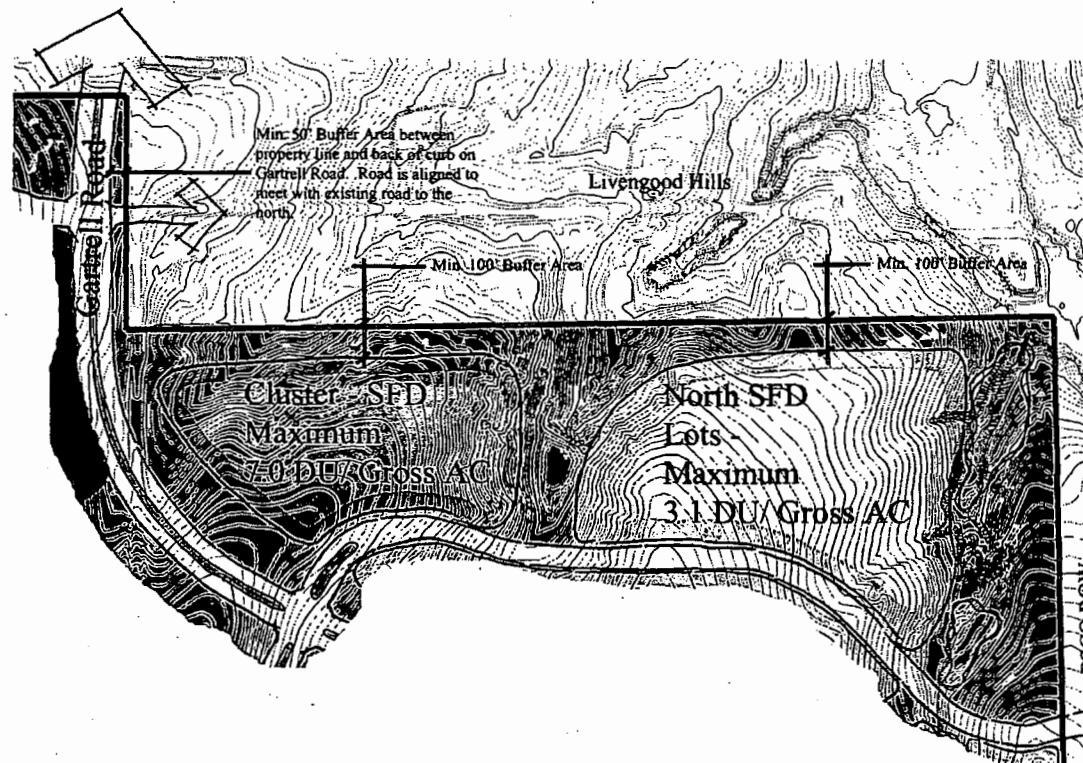
RockingHorse

Buffer Area and Lot Plan Exhibit - West Side / East Side



RockingHorse

Buffer Area and Lot Plan Exhibit - North Side / Livengood Hills



Sheet 3 of 3

August 23, 2002



Owner/Developer
Gartrell Development Company, LLC
100 New City Development
1000 Gartrell Drive
Manteca, CA 95336
Phone: 209-463-5000
Contact: Sam Doherty or Fred Ritter



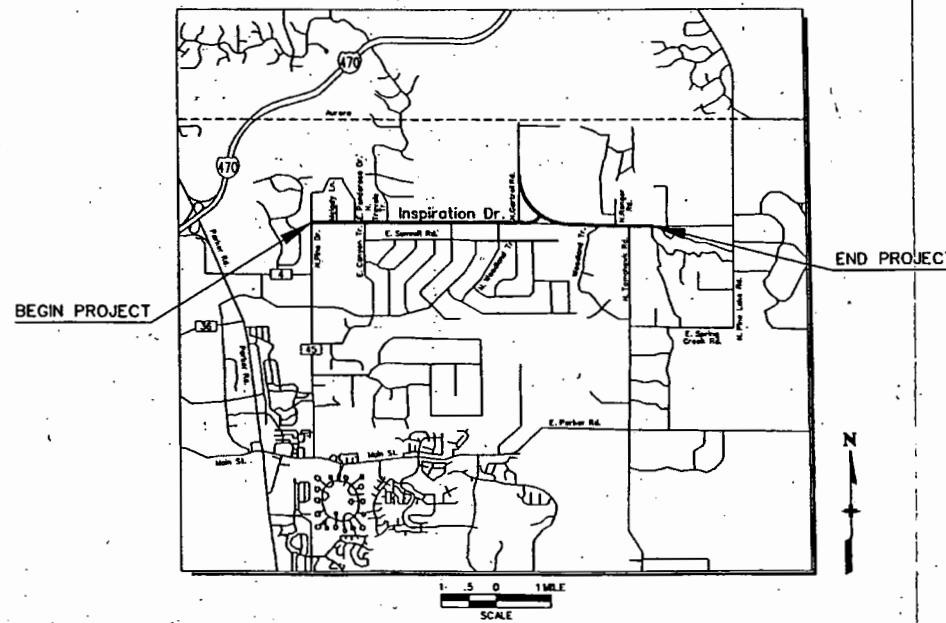
Exhibit D

Sheets 1 and 2 of the Preliminary Design Document for Inspiration Drive/County Road 45
(a complete set of which is set forth at Exhibit E)

[Follows this Page - Consists of 2 sheets]

549255.11 M.LAYER

PRELIMINARY DESIGN FOR
INSPIRATION DRIVE
FROM N. TRAVOIS TRAIL
TO N. TOMAHAWK ROAD
DOUGLAS COUNTY, COLORADO



DESIGN CRITERIA

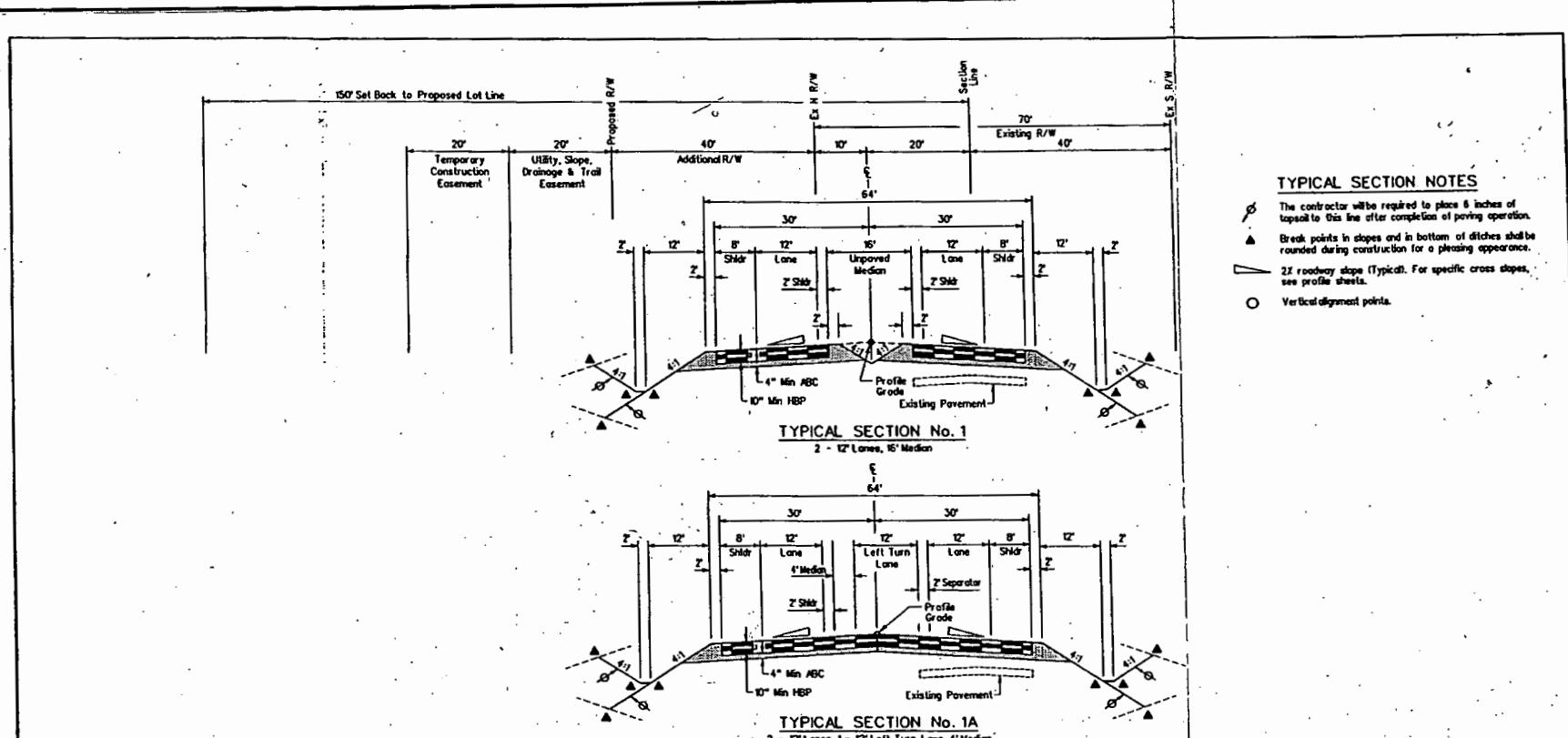
DESIGN SPEED: 40 M.P.H.
POSTED SPEED LIMIT: 40 M.P.H.
MINIMUM GRADE: 0.8%
MAXIMUM GRADE: 6.0%
K FACTOR (CREST): 80 (min)
K FACTOR (SAG): 80 (min)
MINIMUM Y.C. LENGTH: AD-K
STOPPING SIGHT DISTANCE: 360'
HORIZONTAL SIGHT DISTANCE: 430'
MINIMUM RADIUS: 955'
SUPERELEVATION (max): 4%
SE RUNOFF (L) 4-LANE: 144' (min)
MINIMUM INTERSECTION APPROACHES:
Inspiration Dr. & N. Gotrel Rd: 200' at 2X
Other roads intersecting Inspiration Dr.: 150' at 3X
MAXIMUM INTERSECTION SKEW: 10° (max)

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 - 4	TYPICAL SECTION
5	TYPICAL TURN-AROUND DETAIL
6 - 70	ROADWAY PLAN AND PROFILES
71 - 95	APPROACH PROFILES
97 - 150	CROSS SECTIONS

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION
NOVEMBER 5, 2002

Computer File Information	Index of Revisions	DOUGLAS COUNTY	As Constructed	INSPIRATION DRIVE TITLE SHEET	Project No./Code
Creation Date: 07/29/02 Infode: daf			No. Revisions:		
Last Modification Date: 10/31/02 Infode: bsm			Revised:	Designer: daf	Structure: daf
Full Path: S:\Travois\246107-01\HwyDesigns\			Detailer: daf	Numbers:	
Drawing File Name: gets01.dgn			Void:	Sheet Subset:	Subset Sheets: of
Scale: Units: ENGLISH					Sheet Number: /



GENERAL NOTES:

1. THESE PLANS CONTAIN PRELIMINARY DESIGN FEATURES INTENDED TO DEPICT THE GENERAL INTENT OF THE PROPOSED IMPROVEMENTS FOR THE PORTION OF INSPIRATION DRIVE FROM N. TRAVIS TRAIL TO N. TOMAHAWK RD. RELATIVE TO THE GARTRELL ANNEXATION. TIE-IN TRANSITION TO EXISTING PAVEMENT WILL BE ESTABLISHED WITHIN THESE LIMITS.
2. ITEMS OF WORK NOT SHOWN ON THESE PRELIMINARY PLANS SHALL BE INCLUDED AS PART OF THIS PROJECT AND SHALL BE IDENTIFIED DURING PRELIMINARY AND FINAL DESIGN. ITEMS OF WORK NOT SHOWN INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: EXCAVATION AND GRADING, PERMANENT PAVEMENT, STRUCTURES, STORM SEWERS AND STORM DRAINAGE, CULVERTS, TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, SEEDING AND MULCHING, UTILITY RELOCATIONS, GUARDRAIL, RETAINING WALLS, REMOVALS, CONSTRUCTION PHASING AND TRAFFIC CONTROL, SIGNALIZATION, AND SIGNING AND STRIPING.
3. MINIMUM PAVEMENT STRUCTURE FOR INSPIRATION DRIVE SHALL CONSIST OF 10-INCHES OF ASPHALT OVER 4-INCHES OF AGGREGATE BASE COURSE ON PREPARED SUBGRADE, MEETING A MINIMUM R-VALUE OF 15.
4. DRIVEWAYS APPROACHES SHALL RECEIVE A MINIMUM OF 6-INCHES OF ASPHALT TO THE TIE-IN POINT OR TO THE RIGHT-OF-WAY LINE, WHICH EVER IS GREATER. IF EXISTING DRIVEWAY IS CONCRETE, THEN NEW CONCRETE PAVEMENT SHALL BEGIN AT EDGE OF ROW.
5. INTERSECTION APPROACHES SHALL RECEIVE A MINIMUM OF 6-INCHES OF ASPHALT TO THE TIE-IN POINT, BUT NO LESS THAN 200 FEET FROM THE PAVEMENT EDGE OF INSPIRATION DRIVE.
6. CONSTRUCTION LIMITS ON THE SOUTH SIDE OF INSPIRATION DRIVE SHALL NOT EXCEED THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE, EXCEPT FOR TEMPORARY CONSTRUCTION EASEMENTS NEEDED FOR MINOR GRADE MODIFICATIONS AT EXISTING DRIVEWAYS. EXCAVATION AND EMBANKMENTS SHALL BE CONTAINED WITHIN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE, WITH THE USE OF RETAINING WALLS AND OR ROADSIDE GUARDRAIL, MEETING CLEAR ZONE REQUIREMENTS; EXCEPT FOR INTERSECTION MODIFICATIONS, TURN-AROUNDS AND ALIGNMENT SHIFTS WHERE ADDITIONAL ROW WILL BE REQUIRED.

**PRELIMINARY DESIGN
NOT FOR CONSTRUCTION
NOVEMBER 5, 2002**

Computer File Information	Index of Revisions	Douglas County	As Constructed	Inspiration Drive Typical Section	Project No./Code
Creation Date: 09/23/02 Initials: bsm			No. Revisions:		
Last Modification Date:			Revised:	Designer:	
Full Path: S:\Tranpro\246107-0\NhyDes\Plans\			Detailer:	Structure Numbers:	
Drawing File Name: rdly-06-01.dgn			Void:	Subset Sheets:	Sheet Number: 2
Scale:	Units: ENGLISH				

Exhibit E

Complete Set of Plans and Profiles showing required Improvements
to Inspiration Drive/County Road 45

[Follows this Page – Consists of 150 sheets]

[NOTE: This Exhibit is intentionally excluded from the counterpart to be recorded in the Douglas County Clerk and Recorder's office. The Document is titled "Preliminary Design for Inspiration Drive From N. Travois Trail to N. Tomahawk Road", prepared by PBS&J for the Douglas County Department of Public Works, dated November 5, 2002 (Sheet 1 last modification date of October 31, 2002), consisting of 150 sheets, showing required improvements to Inspiration Drive/County Road 45. Each party to this Intergovernmental Agreement and Agreement has on file a fully executed original counterpart of the Agreement and Intergovernmental Agreement containing complete copies of each exhibit.]

SP05511 MAYER