

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

TERMINATION AND RELEASE OF ANNEXATION AGREEMENT

THIS TERMINATION AND RELEASE OF ANNEXATION AGREEMENT ("**Termination**") is entered into this ____ day of _____, 2017, by and between CLAY CARLSON, KENT CARLSON, SCOTT CARLSON, KENT CARLSON, as attorney-in-fact for Nia Carlson, Tavia Carlson, and Heidi D. Carlson, as conservators of the Estate of Tate Carlson, Anya Carlson and Zane Carlson, collectively, under the "Colorado Uniform Transfers to Minors Act," C & J LAND INVESTMENTS, LLC, a Colorado limited liability company, J.P.K. PARTNERS, LLC, a Colorado limited liability company, K & H LAND INVESTMENTS, LLC, a Colorado limited liability company, PARKWOOD EAST, LLC, a Colorado limited liability company, S & L LAND INVESTMENTS, LLC, a Colorado limited liability company ("**Owners**") and TOWN OF ERIE, a Colorado municipal corporation ("**Town**").

RECITALS

WHEREAS, the Town is a party to that certain Annexation Agreement, entered into by and between the former owners of the Property (as "Property" is defined herein below) (said former owners referred to herein as the "**Prior Owners**"), dated and first adopted on November 8, 1984, as first amended on December 2, 1985 and second amended on August 11, 1986, and filed with the Weld County Clerk on February 9, 1987 as Reception No. 02087760 and as Reception No. 02087761 (collectively, "**Annexation Agreement**"), with respect to a portion of the west half of Section 21 Township 1 North, Range 68 West including 302.2 acres located in the Town of Erie on the south side of Erie Parkway (Weld County Road 8), east of Weld County Road 5, and north of Weld County Road 6 as described in **Exhibit A** attached hereto and incorporated herein ("**Property**");

WHEREAS, Owners are successor-in-interest to Prior Owners and the Annexation Agreement serves as a covenant running with and encumbering and/or burdening the Property, with any provision of the Annexation Agreement deemed to include any purchaser, successor-in-interest or assign of any owner as to the Property;

WHEREAS, Owners desire to construct a residential and commercial development project on the Property which is in conflict with the proposed landfill concept outlined in the Annexation Agreement;

WHEREAS, the Town and Owner therefore agree that the Annexation Agreement should be terminated in order to terminate the zoning and special use permit granted in the Annexation Agreement and to avoid any confusion about the development of the Property;

WHEREAS, in connection with the development of the Property, the parties hereto have agreed to terminate all provisions of the Annexation Agreement and release the Property, in its entirety, from the Annexation Agreement; and

WHEREAS, the Town and Owners have agreed that they wish to terminate the Annexation Agreement as to the Property and hereby waive any rights to which they may have been entitled under the Annexation Agreement.

NOW, THEREFORE, in consideration of the above premises and the covenants as hereinafter set forth, it is agreed by and between the parties as follows:

AGREEMENT

1. **Incorporation of Recitals and Definitions.** The Recitals set forth above are hereby incorporated into this Termination and made a part hereof by this reference. Capitalized terms used in this Termination and not otherwise defined shall have the meanings given such terms in the Annexation Agreement.

2. The Town hereby expressly quitclaims, releases, vacates, surrenders, terminates and abandons all of its easements, rights, interests, obligations and privileges related to all provisions of the Annexation Agreement to the extent burdening, located on or otherwise related to the Property. The Town hereby forever releases and discharges any owner from any and all claims, demands or causes of action whatsoever against said owner, its successors and assigns, arising under or in connection with the Annexation Agreement and discharges any owner from any obligations to be observed or performed by any owner under the Annexation Agreement. This Termination shall be binding on the Town and its successors and assigns.

3. Owners hereby expressly quitclaim, release, vacate, surrender, terminate and abandon all of their easements, rights, interests, obligations and privileges related to all provisions of the Annexation Agreement, with the same force and effect as nullification and voiding of the Annexation Agreement. The Owners hereby forever release and discharge the Town from any and all claims, demands or causes of action whatsoever against the Town, its successors and assigns, arising under or in connection with the Annexation Agreement and discharge the Town from any obligations to be observed or performed by the Town under the Annexation Agreement. This Termination shall be binding on the Owners and their successors and assigns.

4. **Termination and Release.** Effective as of the date hereof, the Annexation Agreement is hereby terminated and shall have no further force or effect as to the Property or in any respect. Owner and Town by their execution hereof, terminate the Annexation Agreement. The parties hereto acknowledge and agree that upon termination, each party is released from its obligations under the Annexation Agreement and no further liability exists thereunder.

5. **Representations and Warranties.** The parties each represent and warrant to the others that such party has the full power and authority to enter into this Termination without the joinder or approval of any other person or entity and that the person executing this Termination on behalf of such party was duly authorized to do so.

6. Further Assurances. The parties each agree to perform any acts and/or execute any documents, including without limitation, executing, amending or supplementing any instrument to be executed hereunder, as may be reasonably requested by either party in order to effect the purposes of this Termination.

7. No Affect on Annexation Status of Property. The termination of the Annexation Agreement, as accomplished herein, shall have no affect on the status of the Property as annexed into the Town.

8. Interpretation. Nothing in this Termination Agreement shall constitute or be interpreted as a repeal of the Town's ordinances, resolutions or provisions of the Erie Municipal Code, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants.

9. Counterparts; Signatures. This Termination may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the parties hereto. Signature pages may be detached and reattached to physically form one document.

10. Successors and Assigns. This Termination shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto.

11. Applicable Law. This Termination shall be governed by and construed in accordance with the laws of the State of Colorado.

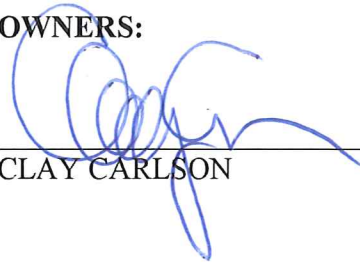
12. Effectiveness. Except as modified by this Termination, the parties acknowledge and agree that the Termination is in full force and effect in accordance with its terms.

13. Recording of Termination Agreement. This Termination Agreement shall be recorded in the records of the Weld County Clerk and Recorder at Owners' expense.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Termination to be effective on the date first written above.

OWNERS:



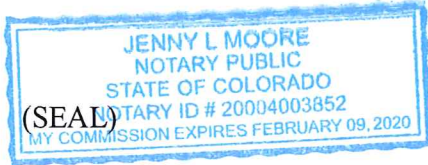
CLAY CARLSON

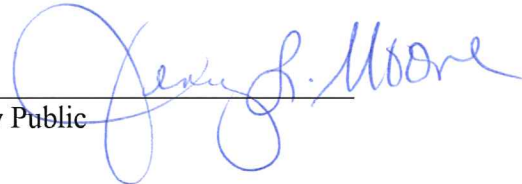
STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by CLAY CARLSON.

Witness my hand and official seal.

My commission expires: 02/09/2020





Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

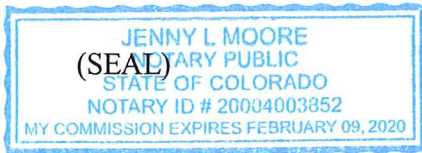
[Signature]
KENT CARLSON

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by KENT CARLSON.

Witness my hand and official seal.

My commission expires: 02/09/2020



[Signature]
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

SCOTT CARLSON

STATE OF

Colorado

COUNTY OF

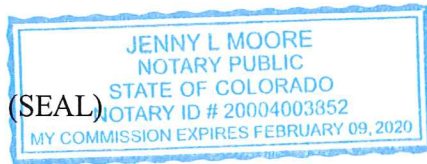
Adams

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by SCOTT CARLSON.

Witness my hand and official seal.


My commission expires:

02/09/2020



Jenny L. Moore
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

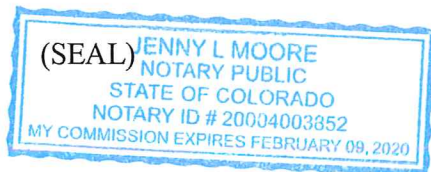

KENT CARLSON, as attorney-in-fact for Nia Carlson, Tavia Carlson, and Heidi D. Carlson, as conservators of the Estate of Tate Carlson, Anya Carlson and Zane Carlson, collectively, under the "Colorado Uniform Transfers to Minors Act,"

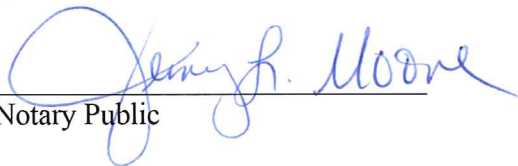
STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017, by KENT CARLSON, as attorney-in-fact for Nia Carlson, Tavia Carlson, and Heidi D. Carlson, as conservators of the Estate of Tate Carlson, Anya Carlson and Zane Carlson, collectively, under the "Colorado Uniform Transfers to Minors Act."

Witness my hand and official seal.

My commission expires: 02/09/2020




Notary Public

C & J LAND INVESTMENTS, LLC, a Colorado
limited liability company

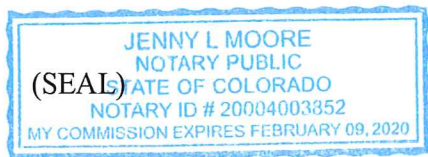
By: [Signature]
Name: Clay Carlson
Title: Manager

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by Clay Carlson as Manager of C & J LAND INVESTMENTS, LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/09/2020



[Signature]
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

J.P.K. PARTNERS, LLC, a Colorado limited liability company

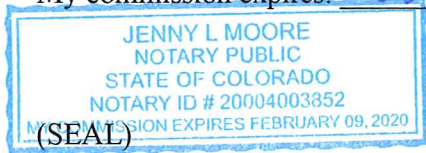
By: _____
Name: K.S. Cole
Title: mg

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017, by Kent Carson, as Manager of J.P.K. PARTNERS, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/09/2020



Jenny L. Moore
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

K & H LAND INVESTMENTS, LLC, a Colorado
limited liability company

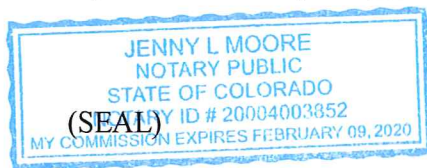
By: [Signature]
Name: Kent Carlson
Title: Manager

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by Kent Carlson, as Manager of K & H LAND INVESTMENTS, LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/09/2020



[Signature]
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

PARKWOOD EAST, LLC, a Colorado limited liability company

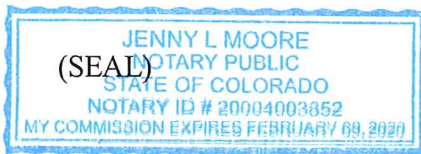
By: [Signature]
Name: Clay Carlson
Title: Manager

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017, by Clay Carlson, as Manager of PARKWOOD EAST, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/09/2020



[Signature]
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

S &L LAND INVESTMENTS, LLC, a Colorado
limited liability company

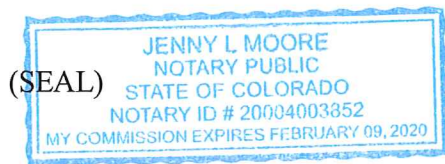
By: [Signature]
Name: Scott L. Carlson
Title: Manager

STATE OF Colorado)
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of Sept, 2017,
by Scott L. Carlson, as Manager of S &L LAND INVESTMENTS, LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 02/09/2020



[Signature]
Notary Public

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]

TOWN OF ERIE

By: _____
Tina Harris, Mayor

ATTEST

By: _____
Nancy Parker, Town Clerk

STATE OF COLORADO)
)
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Tina Harris, Mayor, and Nancy Parker, Town Clerk, TOWN OF ERIE.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

8/12/17

[END OF SIGNATURES]

EXHIBIT A
Legal Description of Property

Parcel A:

A parcel of land located in the West half of Section 21, Township 1 North, Range 68 West of the Sixth Principal Meridian, Town of Erie, County of Weld, State of Colorado, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 21, and considering the Northerly line of the Northwest Quarter of said of Section 21 to bear North 89°38'17" East with all bearings shown hereon relative thereto; thence South 00°16'01" East along the Easterly line of the Northwest Quarter of said Section 21 a distance of 30.00 feet to a point on the Southerly right-of-way line of Erie Parkway (Weld County Road 8) as described in Commissioners Book 5, Page 206 of the records of the Weld County commissioners and the point of beginning; Thence continuing along said Easterly line of the Northwest Quarter of Section 21 South 00°16'00" East a distance of 2,619.90 feet to the center corner of said Section 21; Thence South 00°16'04" East along the Easterly line of the Southwest Quarter of said Section 21 a distance of 1,229.70 feet to a point on the Westerly boundary of the community ditch as described in Book 63, Page 464, Reception No. 23030 of the records of the Weld County clerk and recorder; Thence along said Westerly boundary of the community ditch the following twenty-one (21) courses:

- 1) South 76°41'08" West a distance of 77.18 feet to a point of curvature;
- 2) Along a curve to the right having a central angle of 26°32'10", a radius of 225.00 feet, an arc length of 104.21 feet and a chord that bears South 89°57'13" West a distance of 103.28 feet;
- 3) North 76°46'42" West a distance of 223.90 feet to a point of curvature;
- 4) Along a curve to the left having a central angle of 15°24'26", a radius of 425.00 feet, an arc length of 114.29 feet and a chord that bears North 84°28'55" West a distance of 113.94 feet;
- 5) South 87°48'52" West a distance of 145.31 feet to a point of curvature;
- 6) Along a curve to the left having a central angle of 34°36'07", a radius of 325.00 feet, an arc length of 196.27 feet and a chord that bears South 70°30'47" West a distance of 193.30 feet;
- 7) South 53°12'44" West a distance of 80.82 feet to a point of curvature;
- 8) Along a curve to the left having a central angle of 13°09'14", a radius of 425.00 feet, an arc length of 95.57 feet and a chord that bears South 46°38'08" West a distance of 97.36 feet;
- 9) South 40°03'31" West a distance of 199.79 feet;
- 10) South 43°18'24" West a distance of 274.93 feet;
- 11) South 41°54'01" West a distance of 126.84 feet;
- 12) South 43°57'21" West a distance of 169.36 feet to a point of curvature;
- 13) Along a curve to the left having a central angle of 62°08'24", a radius of 225.00 feet, an arc length of 244.02 feet and a chord that bears South 12°53'09" West a distance of 232.24 feet;
- 14) South 18°11'03" East a distance of 8.91 feet to a point of curvature;
- 15) Along a curve to the left having a central angle of 39°02'42", a radius of 175.00 feet, an arc length of 119.26 feet and a chord that bears South 37°42'25" East a distance of 116.96 feet;
- 16) South 57°13'46" East a distance of 50.68 feet to a point of curvature;
- 17) Along a curve to the left having a central angle of 24°57'41", a radius of 425.00 feet, an arc length of 185.15 feet and a chord that bears South 69°42'37" East a distance of 183.69 feet;
- 18) South 82°11'27" East a distance of 100.58 feet to a point of curvature;
- 19) Along a curve to the right having a central angle of 22°03'40", a radius of 575.00 feet, an arc length of 221.40 feet and a chord that bears South 71°09'37" East a distance of 220.03 feet;
- 20) South 60°07'47" East a distance of 347.74 feet to a point of curvature;
- 21) Along a curve to the right having a central angle of 02°24'14", a radius of 475.00 feet, an arc length of 19.93 feet and a chord that bears South 58°55'40" East a distance of 19.93 feet to a point on the Northerly right-of-way line of Weld County Road 6 as described in Commissioners Book 86, Page 273 of the records of the Weld County commissioners;

Thence South 89°25'57" West along said Northerly right-of-way line a distance of 2,019.11 to a point on the Easterly right-of-way line of Weld County Road 5 as described in Commissioners Book 86, Page 273 of the records of the Weld County commissioners;

Thence North 00°06'17" West along said Easterly right-of-way line a distance of 874.06 to a point on the boundary of that parcel of land described at Reception No. 2978817 of the records of the Weld County clerk and recorder;

Thence along said boundary the following five (5) courses:

- 1) North 89°53'43" East a distance of 807.64 feet;
- 2) North 00°06'17" West a distance of 457.00 feet;
- 3) South 89°53'43" West a distance of 608.07 feet;
- 4) North 00°06'17" West a distance of 230.00 feet;
- 5) South 89°53'43" West a distance of 199.57 feet to a point on the Easterly right-of-way line of said Weld County Road 5;

Thence along said Easterly right-of-way line the following two (2) courses:

- 1) North 00°06'17" West a distance of 1,064.19 feet;
- 2) North 00°00'31" East a distance of 1,574.75 feet to a point on the Easterly right-of-way line of Weld County Road 5 as described in the Deeds recorded at Reception No. 3338310 and Reception No. 3338311 of the Weld County clerk and recorder;

Thence along said Easterly right-of-way line and along the Southerly right-of-way line of Erie Parkway (Weld County Road 8) the following four (4) courses:

- 1) South 89°59'29" East a distance of 60.00 feet;
- 2) North 00°00'31" East a distance of 980.30 feet;
- 3) North 89°38'17" East a distance of 1,106.54 feet;
- 4) North 00°21'43" West a distance of 70.00 feet to a point on said Southerly right-of-way line of Erie Parkway (Weld County Road 8) as described in Commissioners Book 5, Page 205 of the records of the Weld County commissioners; Thence North 89°38'17" East along said Southerly right-of-way line a distance of 1,467.60 feet to the point of beginning.

Parcel B:

A parcel of land located in the Southwest Quarter of Section 21, Township 1 North, Range 68 West of the Sixth Principal Meridian, Town of Erie, County of Weld, State of Colorado, more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 21, and considering the Northerly line of the Northwest Quarter of said of Section 21 to bear North 89°38'17" East with all bearings shown hereon relative thereto; thence South 00°16'01" East along the Easterly line of the Northwest Quarter of said Section 21 a distance of 2,649.90 feet to the center corner of said Section 21; thence South 00°16'04" East along the Easterly line of the Southwest Quarter of said Section 21 a distance of 1,281.03 feet to a point on the Easterly boundary of the community ditch as described in Book 63, Page 464, Reception No. 23030 of the records of the Weld County clerk and recorder and the point of beginning; Thence continuing along said Easterly line of the Southwest Quarter of Section 21 South 00°16'04" East a distance of 1,339.39 feet to a point on the Northerly right-of-way line of Weld County Road 6 as described in Commissioners Book 86, Page 273 of the records of the Weld County commissioners; Thence South 89°25'57" West along said Northerly right-of-way line a distance of 551.20 to a point on the Easterly boundary of said community ditch; Thence along said Easterly boundary of the community ditch the following twenty-one (21) courses:

- 1) Along a curve to the left having a central angle of 10°05'03", a radius of 525.00 feet, an arc length of 92.40 feet and a chord that bears North 55°05'16" West a distance of 92.28 feet;
- 2) North 60°07'47" West a distance of 347.74 feet to a point of curvature;
- 3) Along a curve to the left having a central angle of 22°03'40", a radius of 625.00 feet, an arc length of 240.65 feet and a chord that bears North 71°09'37" West a distance of 239.17 feet;
- 4) North 82°11'27" West a distance of 100.58 feet to a point of curvature;
- 5) Along a curve to the right having a central angle of 24°57'41", a radius of 375.00 feet, an arc length of 163.37 feet and a chord that bears North 69°42'37" West a distance of 162.08 feet;
- 6) North 57°13'46" West a distance of 50.68 feet to a point of curvature;
- 7) Along a curve to the right having a central angle of 39°02'42", a radius of 125.00 feet, an arc length of 85.18 feet and a chord that bears North 37°42'25" West a distance of 83.54 feet;

- 8) North $18^{\circ}11'03''$ West a distance of 8.91 feet to a point of curvature;
- 9) Along a curve to the right having a central angle of $62^{\circ}08'24''$, a radius of 175.00 feet, an arc length of 189.80 feet and a chord that bears North $12^{\circ}53'09''$ East a distance of 180.63 feet;
- 10) North $43^{\circ}57'21''$ East a distance of 170.26 feet;
- 11) North $41^{\circ}54'01''$ East a distance of 127.12 feet;
- 12) North $43^{\circ}18'24''$ East a distance of 275.73 feet;
- 13) North $40^{\circ}03'31''$ East a distance of 201.21 feet to a point of curvature;
- 14) Along a curve to the right having a central angle of $13^{\circ}09'14''$, a radius of 375.00 feet, an arc length of 86.09 feet and a chord that bears North $46^{\circ}38'08''$ East a distance of 85.90 feet;
- 15) North $53^{\circ}12'44''$ East a distance of 80.82 feet to a point of curvature;
- 16) Along a curve to the right having a central angle of $34^{\circ}36'07''$, a radius of 275.00 feet, an arc length of 166.08 feet and a chord that bears North $70^{\circ}30'47''$ East a distance of 163.57 feet;
- 17) North $87^{\circ}48'52''$ East a distance of 145.31 feet to a point of curvature;
- 18) Along a curve to the right having a central angle of $15^{\circ}24'26''$, a radius of 375.00 feet, an arc length of 100.84 feet and a chord that bears North $84^{\circ}28'55''$ East a distance of 100.54 feet;
- 19) South $76^{\circ}46'42''$ East a distance of 223.90 feet to a point of curvature;
- 20) Along a curve to the left having a central angle of $26^{\circ}32'10''$, a radius of 275.00 feet, an arc length of 127.36 feet and a chord that bears North $89^{\circ}57'13''$ East a distance of 126.23 feet;
- 21) North $76^{\circ}41'08''$ East a distance of 65.60 feet the point of beginning.