



**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 856**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, ANNEXING PORTION OF THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, UPON THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE COTTONWOOD ANNEXATION NO. 1, 2, 3, AND 4 TO THE TOWN OF MEAD, COLORADO, AND APPROVING THE REQUESTED LAND USE THEREOF.**

**WHEREAS**, a petition for Annexation has been filed by Sekich Properties, LLC, 67990 CR 32, Platteville, CO 80651, for the annexation to the Town of the following described real property, to wit:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, as more precisely described in Exhibit A.

**WHEREAS**, the above described property consists of road right-of-way being annexed as part of a serial annexation as authorized by C.R.S. § 31-12-104 (1)(a), and private property under single ownership; and

**WHEREAS**, a public hearing was held on said Petition pursuant to statute on Monday, January 8, 2018; and

**WHEREAS**, the Board of Trustees by Resolution No. <sup>02</sup>~~5~~-R-2018, determined that the applicable parts of C.R.S. 31-12-104 and C.R.S. 31-12-105 have been met; and

**WHEREAS**, it has been determined by the Board of Trustees that it is desirable and necessary that the described real property be annexed to the Town of Mead, Colorado; and

**WHEREAS**, a land use for the property was requested in the petition for annexation as allowed by C.R.S. 31-12-115, said land use to be accomplished by separate ordinance to become effective following final adoption of this annexation ordinance; and

**WHEREAS**, the annexation of said property shall be subject to an Annexation Agreement to be executed by the Petitioner and the Board of Trustees;

**NOW THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1. Annexation of Property.** The above described property is hereby annexed and included within the town limits of the Town of Mead.

**Section 2. Three-mile Annexation Plan.** The "**TOWN OF MEAD COMPREHENSIVE PLAN, March 2009**" published by the Town of Mead Planning Commission in March 2009, along with accompanying maps, plats, charts and descriptive material, has been adopted as the master plan for the



three-mile area surrounding the Town of Mead as required by C.R.S. 31-12-105 (1) (e). The “Three Mile Annexation Plan” as adopted by Ordinance 654, on August 10, 2009, is hereby amended to the extent necessary to incorporate the above described property and to update said Plan thereby.

**Section 3. Annexation Agreement.** The Annexation Agreement has been executed and incorporated herein by this reference. or The signatures on the annexation map and this annexation ordinance and the recording of the same shall be withheld until an annexation agreement is completed and accepted by the Town.

**Section 4. Land Use of the Property.** The land use of the property shall be “LI - Light Industrial in accordance with Chapter 16, Zoning of the *Mead Municipal Code* as requested in the petition for annexation. Said land use shall be accomplished by separate ordinance, the effective date of which shall be not sooner than the effective date of this annexation ordinance.

**Section 5. Ministerial Action.** The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including, filing the required certified copies of the annexation ordinance, a map of the area to be annexed containing a legal description of such area, and the Annexation Agreement with the Weld County Clerk and Recorder.

**Section 6. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 7. Validity.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 8. Necessity.** In the opinion of the Board of Trustees of the Town of Mead, this ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Mead.

**Section 9. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 8<sup>th</sup> DAY OF January, 2018.**

**ATTEST:**

By Mary E. Strutt  
Mary E. Strutt, CMC, Town Clerk



**TOWN OF MEAD**

By Gary R. Shields  
Gary R. Shields, Mayor



**EXHIBIT A**

**COTTONWOOD ANNEXATION NO. 1**

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO HAVE AN ASSUMED BEARING OF NORTH 01°05'15" WEST, (THE SOUTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ¼ " ALUMINUM CAP STAMPED LS 23520 IN A RANGE BOX AND THE NORTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ½ " ALUMINUM CAP STAMPED LS 13155 IN A RANGE BOX), WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, SOUTH 89°27'59" WEST, A DISTANCE OF 30.00 FEET;  
THENCE NORTH 10°59'43" EAST, A DISTANCE OF 302.20 FEET;  
THENCE SOUTH 12°04'42" EAST, A DISTANCE OF 302.20 FEET;  
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SOUTH 89°27'22" WEST, A DISTANCE OF 90.88 FEET TO THE POINT OF BEGINNING.

WHICH ABOVE DESCRIBED TRACT CONTAINS 17,859 SQUARE FEET (0.41 ACRES), MORE OR LESS.

**COTTONWOOD ANNEXATION NO. 2**

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO HAVE AN ASSUMED BEARING OF NORTH 01°05'15" WEST, (THE SOUTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ¼ " ALUMINUM CAP STAMPED LS 23520 IN A RANGE BOX AND THE NORTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ½ " ALUMINUM CAP STAMPED LS 13155 IN A RANGE BOX), WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, SOUTH 89°27'59" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 89°27'59" WEST, A DISTANCE OF 20.00 FEET  
THENCE ALONG THE WESTERLY RIGHT-OF-WAY FOR WELD COUNTY ROAD 9 ½ , NORTH 01°50'16" WEST, A DISTANCE OF 1,115.30 FEET;  
THENCE NORTH 88°54'45" EAST, A DISTANCE OF 122.05 FEET;  
THENCE ALONG THE EASTERLY RIGHT-OF-WAY FOR WELD COUNTY ROAD 9 ½ , THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°08'24" WEST, A DISTANCE OF 21.93 FEET;
  2. SOUTH 01°04'56" EAST, A DISTANCE OF 664.30 FEET;
  3. SOUTH 03°48'49" EAST, A DISTANCE OF 430.96 FEET;
- THENCE NORTH 12°04'42" WEST, A DISTANCE OF 302.20 FEET;  
THENCE SOUTH 10°59'43" WEST, A DISTANCE OF 302.20 FEET TO THE POINT OF BEGINNING.

WHICH ABOVE DESCRIBED TRACT CONTAINS 120,881 SQUARE FEET (2.78 ACRES), MORE OR LESS.

**COTTONWOOD ANNEXATION NO. 3**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO HAVE AN ASSUMED BEARING OF NORTH 01°05'15" WEST, (THE SOUTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ¼ " ALUMINUM

CAP STAMPED LS 23520 IN A RANGE BOX AND THE NORTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ½ " ALUMINUM CAP STAMPED LS 13155 IN A RANGE BOX), WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 89°27'22" EAST, A DISTANCE OF 90.88 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY FOR WELD COUNTY ROAD 9 ½ , NORTH 01°50'16" WEST, A DISTANCE OF 1,115.30 FEET;

THENCE NORTH 88°54'45" EAST, A DISTANCE OF 122.05 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY FOR WELD COUNTY ROAD 9 ½ , THE FOLLOWING THREE (3) COURSES:

1. NORTH 03°48'49" WEST, A DISTANCE OF 430.96 FEET;

2. NORTH 01°04'56" WEST, A DISTANCE OF 664.30 FEET;

3. NORTH 03°08'24" EAST, A DISTANCE OF 21.93 FEET;

THENCE SOUTH 40°31'27" EAST, A DISTANCE OF 54.28 FEET;

THENCE SOUTH 80°42'56" EAST, A DISTANCE OF 49.37 FEET;

THENCE NORTH 70°31'12" EAST, A DISTANCE OF 67.07 FEET;

THENCE SOUTH 71°21'38" EAST, A DISTANCE OF 94.63 FEET;

THENCE NORTH 79°41'16" EAST, A DISTANCE OF 169.82 FEET;

THENCE NORTH 82°12'16" EAST, A DISTANCE OF 107.63 FEET;

THENCE SOUTH 88°32'06" EAST, A DISTANCE OF 94.60 FEET;

THENCE SOUTH 81°23'53" EAST, A DISTANCE OF 138.56 FEET;

THENCE SOUTH 72°25'57" EAST, A DISTANCE OF 101.71 FEET;

THENCE SOUTH 88°21'12" EAST, A DISTANCE OF 142.77 FEET;

THENCE SOUTH 78°18'10" EAST, A DISTANCE OF 90.77 FEET;

THENCE SOUTH 72°11'54" EAST, A DISTANCE OF 119.46 FEET;

THENCE SOUTH 81°07'19" EAST, A DISTANCE OF 193.90 FEET;

THENCE SOUTH 88°14'03" EAST, A DISTANCE OF 275.21 FEET;

THENCE SOUTH 84°09'55" EAST, A DISTANCE OF 209.66 FEET;

THENCE SOUTH 00°32'38" EAST, A DISTANCE OF 923.58 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SOUTH 89°27'22" WEST, A DISTANCE OF 1,831.21 FEET TO THE POINT OF BEGINNING.

WHICH ABOVE DESCRIBED TRACT CONTAINS 1,904,738 SQUARE FEET (43.73 ACRES), MORE OR LESS.

#### COTTONWOOD ANNEXATION NO. 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO; SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 23, AND CONSIDERING THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 TO HAVE AN ASSUMED BEARING OF NORTH 01°05'15" WEST, (THE SOUTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ¼ " ALUMINUM CAP STAMPED LS 23520 IN A RANGE BOX AND THE NORTH END OF SAID LINE BEING MARKED BY A NUMBER 6 REBAR OF UNKNOWN LENGTH WITH AN ATTACHED 3 ½ " ALUMINUM CAP STAMPED LS 13155 IN A RANGE BOX), WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 89°27'22" EAST, A DISTANCE OF 1,922.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°32'38" WEST, A DISTANCE OF 923.58 FEET;

THENCE SOUTH 79°12'54" EAST, A DISTANCE OF 264.99 FEET;

THENCE SOUTH 74°21'36" EAST, A DISTANCE OF 112.75 FEET;

THENCE SOUTH 68°07'55" EAST, A DISTANCE OF 99.04 FEET;

THENCE SOUTH 56°59'43" EAST, A DISTANCE OF 91.21 FEET;

THENCE SOUTH 43°50'41" EAST, A DISTANCE OF 70.98 FEET;

THENCE SOUTH 26°20'16" EAST, A DISTANCE OF 28.73 FEET;

THENCE SOUTH 22°10'25" EAST, A DISTANCE OF 303.88 FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 00°47'51" WEST, A DISTANCE OF 1.18 FEET;

THENCE SOUTH 31°41'31" EAST, A DISTANCE OF 456.68 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SOUTH 88°54'09" WEST, A DISTANCE OF 234.49 FEET TO THE EAST QUARTER CORNER FOR THE AFOREMENTIONED SECTION 23;

THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, SOUTH 89°27'22" WEST, A DISTANCE OF 710.61 FEET TO THE POINT OF BEGINNING.

WHICH ABOVE DESCRIBED TRACT CONTAINS 610,234 SQUARE FEET (14.01 ACRES), MORE OR LESS.

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Carly Koppes, Clerk and Recorder, Weld County, CO





**ANNEXATION AGREEMENT  
COTTONWOOD ANNEXATION**

**THIS ANNEXATION AGREEMENT** (hereinafter “AGREEMENT”) is made and entered into this 29th day of January 2018, by and Sekich Properties, LLC, 67990 CR 32, Platteville, CO 80651, hereinafter referred to as the “ANNEXOR,” and the Town of Mead, a municipal corporation of the State of Colorado, hereinafter referred to as “Mead” or “TOWN.”

**WITNESSETH:**

**WHEREAS**, the ANNEXOR desires to annex to the Town of Mead the following described unincorporated territory in the County of Weld and State of Colorado, to-wit:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

**WHEREAS**, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN’s ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and

**WHEREAS**, the ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of TOWN; and

**WHEREAS**, the ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the Town of Mead, as they may be amended from time to time; and

**WHEREAS**, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration; and

**WHEREAS**, the parties agree that it is in the public interest of the parties hereto to enter a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

**WHEREAS**, the ANNEXOR acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public improvements, to the TOWN as contemplated in this AGREEMENT are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation;

**NOW, THEREFORE**, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:



1. **BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties and may not be modified except by further written agreement.
  
2. **DEVELOPMENT.** The ANNEXOR agrees that the PROPERTY annexed shall be developed in general conformity with the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements including, without limitation, those pertaining to subdivision, land use, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the TOWN's infrastructure, administration and delivery of governmental services because of development occurring within the TOWN. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  - a. **Land Use.** The ANNEXOR desires LI - Light Industrial land uses, in accordance with the land use categories contained in Chapter 16, Mead Municipal Code. The parties recognize that it is the intent and desire of the ANNEXOR to develop the PROPERTY in a manner generally consistent with the land use requested and that the granting of such land use by the TOWN is a condition to annex the PROPERTY.

All residential, commercial and industrial construction will be subject to the types and intensities of land use permitted pursuant to Chapter 16, Mead Municipal Code in effect on the date when building permit applications are filed.

- b. **Phased Development.** The TOWN and the ANNEXOR recognize that property development is subject to market conditions. To assure the TOWN that the development of the PROPERTY proceeds in an orderly manner, the ANNEXOR may phase the development.
  - i. **Preliminary Plat.** If phased development is utilized, a Preliminary Plat for the entire PROPERTY must be provided in accordance with Sec. 16-4-60 of the Mead Municipal Code.
  - ii. **Final Plat.** For each development phase, a "site specific development plan" (in the form and substance of a Final Plat) in accordance with Sec. 16-4-70 of the Mead Municipal Code must be submitted to the Mead Planning Commission and the Board of Trustees for review and approval. The "site specific development plan" shall be in general conformance with the Preliminary Plat for the PROPERTY, as approved and/or amended by the Board of Trustees.
  - iii. **Phasing.** If phased development is to be utilized, the TOWN and the ANNEXOR agree that a Final Plat for the initial phase of development may be submitted with the Preliminary Plat for the entire property. Subsequent Final Plat shall generally conform to the approved Preliminary Plat.



3. **MUNICIPAL SERVICES.** The TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this AGREEMENT, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, police protection, public works services, and all other services customarily and currently provided by the TOWN in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the TOWN does not provide telephone, cable TV, electricity, water, sanitary sewer, or natural gas services, or fire protection services to the area to be annexed. The TOWN and the ANNEXOR agree that the provision or non-provision of such municipal services by the TOWN or by another entity is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  - a. The parties agree that the provision of municipal services in outlying areas is not always economically feasible. Therefore, the TOWN agrees to allow and to assist ANNEXOR in obtaining service from other entities in such outlying areas. Such non-municipal entities including, but are not limited to, Xcel Energy, United Power, Black Hills Energy, St Vrain Sanitation District, and the Little Thompson Water District.
  - b. The ANNEXOR agrees to petition for inclusion of the PROPERTY into the St. Vrain Sanitation District, Northern Colorado Water Conservancy District, St. Vrain Valley School District RE1J, and the Mountain View Fire Protection District within thirty (30) days of the effective date of the annexation, if the PROPERTY is not already included within said districts. The ANNEXOR appoints the Town Clerk as its agent for the purpose of petitioning for inclusion into said special districts, in the event ANNEXOR fails to do so, and the ANNEXOR agrees to pay all costs associated therewith.
  - c. Nothing in this AGREEMENT shall provide the ANNEXOR with priority for utility, public safety, and other public services by the TOWN. If utility, public safety, or other public services are not available to coordinate with the ANNEXOR's development schedule, the ANNEXOR shall either delay development until funding becomes available, or fully advance funds necessary to accelerate the services' availability and priority, according to the TOWN's policies and regulations, and the provisions of this AGREEMENT.
4. **PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at his sole cost and expense, in accordance with TOWN approved plans, all public improvements within or adjacent to the PROPERTY and serving the PROPERTY including but not limited to water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above described public improvements shall be constructed to the TOWN standards, or where applicable, to the standards of the utility or fire protection district providing the service. All utilities shall be placed underground. The TOWN and the ANNEXOR agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  - a. All public and private roads shall be constructed to the TOWN's standards. Trails shall be constructed as an integral feature of the development, in accordance with the TOWN's construction standards. All public roads, trails and right-of-ways shall be dedicated to the TOWN. The TOWN will install, at the ANNEXOR's expense, street name signs,





striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.

- b. Lights along streets and trails shall be installed in accordance with plans approved by the electric service provider and the TOWN. The type of light shall be chosen by the TOWN.
  - c. Utilities and streets shall be sized to provide for development of the PROPERTY and to accommodate the development of adjacent property. The ANNEXOR may be required to oversize utilities and construct off-site improvements to utilities and transportation infrastructure benefitting the PROPERTY or to accommodate future development within the area. Said oversizing of utilities and off-site improvements to utilities and transportation infrastructure may be eligible for reimbursement by the TOWN, future developers, or users of the facilities. Any reimbursements to the ANNEXOR shall be subject to a separate Subdivision Improvements Agreement (SIA).
  - d. The ANNEXOR agrees to provide to the TOWN, a two (2) year guarantee, from the time of conditional acceptance of construction, for all improvements. If requested by the TOWN, ANNEXOR agrees to dedicate to the TOWN any or all required improvements.
  - e. The ANNEXOR agrees to enter into a SIA pertaining to such improvements and other matters before any development of the PROPERTY. The construction of public improvements shall be subject to any reimbursement that may be provided for in the SIA.
  - f. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road right-of-ways adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.
  - g. If the ANNEXOR cannot acquire an off-site easement or rights-of-way necessary to develop the PROPERTY, the ANNEXOR may request the TOWN's assistance in acquiring the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The ANNEXOR shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.
  - h. The ANNEXOR agrees to design, construct and install landscaping and park improvements at his sole cost and expense, in accordance with a landscaping and park development plan approved by the TOWN, to be included as part of any subdivision final plat.
5. **WATER RIGHTS.** It is agreed by the parties that the property will receive domestic water service from the Little Thompson Water District, and not from the TOWN. Therefore water rights will not be required to be dedicated to the TOWN, except that at the sole discretion of the TOWN, raw water or cash-in-lieu may be required for the irrigation of any lands dedicated for public use or open space. The ANNEXOR shall comply at the time of development with the domestic water supplier's water rights requirements for obtaining water.



The ANNEXOR shall by Special Warranty Deed acceptable to the TOWN convey to the TOWN all non-tributary and not non-tributary groundwater as defined by C.R.S. § 37-90-103, whether adjudicated, unadjudicated, permitted or unpermitted, underlying the property.

The TOWN and the ANNEXOR agree that such dedication of water to irrigate lands dedicated for public use and open space and non-tributary and not non-tributary groundwater is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

6. **LAND DEDICATION.** The dedication of public easements for utilities, rights-of-way for streets and other public ways shall be by plat dedication. Dedications for parks and open space and other public purposes shall be by General Warranty Deed or appropriate instrument of conveyance acceptable to the TOWN. Such dedications and transfer of ownership shall occur immediately upon request of the TOWN, except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the TOWN specifies another time. The suitability and acceptance of any land proposed to be dedicated to the TOWN shall be at the sole discretion of the TOWN. The TOWN and the ANNEXOR agree that such dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

a. **Parks and Open Space.** The ANNEXOR agrees to dedicate to the Town of Mead, a minimum of eight-hundredths (0.08) acre per dwelling unit and eight (8%) percent of the gross acreage of the PROPERTY to be developed for commercial/industrial uses as public land, or to pay an equivalent “cash in lieu” to the TOWN based on the fair market of such land, or any combination of land and cash as is negotiated and agreed upon by the ANNEXOR and the TOWN. The fair market value of the park land is determined to be the minimum dedication in acres, multiplied by the developed land value on a per acre basis as determined by the St. Vrain Valley School District in the current document entitled “School Planning Standards and Calculations of In Lieu Fees,” as it may be amended from time to time. The suitability of the land to be dedicated for public purposes and the credit to be given toward the land dedication requirement is at the TOWN’s sole option and discretion. The dedication of land or cash in lieu is at the TOWN’s sole option and discretion.

The ANNEXOR agrees to provide a landscaping and development plan meeting TOWN specifications for dedicated public land. Provision for the construction and development of the public land in accordance with the approved plans are to be included as part of any subdivision final plat approval.

b. **Roads and Utility Easements.** The ANNEXOR shall dedicate right-of-way for all roads and utility easements to TOWN. All utility easements, dedicated to TOWN, shall be for the use and the benefit of the various entities furnishing utility services, i.e., electrical, telephone, gas, cable TV, water, sewer and storm sewer. Utility easements for all utilities may be within the road or trails right-of-way and may be identical or overlapping. All utilities shall be placed underground.

c. **Fair Contribution for Public School Sites. In lieu of land dedication for public school sites, the TOWN shall assess on behalf of the St. Vrain Valley School District**



**RE 1-J, the appropriate fee per residential unit as designated in the Intergovernmental Agreement Concerning Fair Contributions for Public School Sites between the Town of Mead and the St. Vrain Valley School District RE-1J, dated May 29, 1996, and as may be amended from time to time. Payment of the fee shall be due at the time of issuance of a building permit by the TOWN for each residential unit. The TOWN and the ANNEXOR agree that such payments are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.**

7. **WATER SERVICE.** It is agreed by the parties that the property will receive domestic water service from the Little Thompson Water District, and not from the TOWN. The ANNEXOR shall comply at the time of development with the District's requirements. The TOWN does not warrant the availability of water service by the Little Thompson Water District to the ANNEXOR for any phase of development. The TOWN shall require proof of purchase of a water tap for the building site before a building permit will be issued for the site. If the PROPERTY is not already in the Northern Colorado Water Conservancy District, the ANNEXOR agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion (C.R.S. § 37-45-122).
8. **SEWER SERVICE.** It is agreed by the parties that the property will receive sanitary sewer service from the (St. Vrain Sanitation District), and not from the TOWN. The ANNEXOR shall comply at the time of development with the District's requirements. The TOWN does not warrant the availability and capacity of sewer service by the St. Vrain Sanitation District to the ANNEXOR for any phase of development. The TOWN shall require proof of purchase of a sewer tap for the building site before a building permit will be issued for the site. If the PROPERTY is not already in the St. Vrain Sanitation District, the ANNEXOR agrees to petition for inclusion in said District and to the payment of any fees and taxes levied by the District as a condition of said inclusion. The TOWN and the ANNEXOR agree that such dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
9. **DRAINAGE.** In conformance with the TOWN's standards and specifications, the ANNEXOR shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXOR shall not alter historic flows in a manner that would adversely affect upstream, downstream or internal properties. The TOWN and the ANNEXOR agree that such drainage improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  - a. **Drainage Plan.** The ANNEXOR, at his sole expense shall prepare a master drainage plan for the PROPERTY. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection and detention facilities. If the master drainage plan results in changes to drainage or irrigation facilities affecting other property or facility owners, the TOWN may require the ANNEXOR to obtain written consent from each property or facility owner for the changes before the TOWN will approve the plan. The ANNEXOR shall construct all improvements in an appropriate sequence to meet the demands that development of the PROPERTY generates. The ANNEXOR shall meet all the TOWN's standards and specifications in effect at the time of construction. The TOWN may require the ANNEXOR to update the



master drainage plan for the PROPERTY for the review of each final plat to determine the configuration, timing, and responsibility for the improvements.

- b. **Drainage Improvements.** The master drainage plan, as approved by the TOWN, shall state the ANNEXOR's responsibility for on-site drainage improvements. The master drainage plan may include construction of facilities to convey, collect and detain irrigation and storm water. The master drainage plan shall also state the ANNEXOR's responsibility for off-site improvements. The SIA will address these responsibilities in detail, including any proportionate reimbursements from adjacent and/or benefitting property owners or as stated in the Mead Municipal Code then in effect.
  - c. **Flood Plains.** If any portion of the PROPERTY lies within a flood plain, including unmapped flood plains, as defined by the Federal Emergency Management Agency (FEMA), the ANNEXOR is responsible for all the necessary design and materials to be submitted to FEMA for proposed changes to the flood plain designation. Any submittal to FEMA must be reviewed and approved by the TOWN before submittal to FEMA.
  - d. **Maintenance of Drainage Facilities.** Detention ponds, private storm sewers, underdrains, and other drainage facilities shall be owned and maintained by the ANNEXOR or a Homeowners' Association unless otherwise agreed to by the TOWN and stated in the SIA.
10. **TRANSPORTATION FACILITIES.** The ANNEXOR shall provide the TOWN a traffic study in accordance with the criteria as specified by the TOWN at the time of submittal of the Preliminary Plat, unless the TOWN waives the requirement. The TOWN and the ANNEXOR agree that such transportation improvements as depicted in the traffic study are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- a. For full development of the PROPERTY to occur, the ANNEXOR may be required to acquire certain off-site rights-of-way for the construction of off-site improvements, as identified in the approved traffic study or future updates to the study. All acquisition costs of off-site rights-of-way necessary to serve the PROPERTY shall be the ANNEXOR's sole responsibility, subject to reimbursement as detailed in the SIA.
  - b. For full development of the PROPERTY to occur, certain on-site and off-site transportation improvements, as identified in the approved traffic study, may be required. The ANNEXOR shall construct the improvements in a sequence acceptable to the TOWN to meet the demands that development of each phase of the PROPERTY will generate. The ANNEXOR shall follow all applicable provisions and standards of the Mead Municipal Code. The ANNEXOR agrees to construct or contribute to the construction of all on-site and off-site transportation improvements to accommodate needs that development of each phase of the PROPERTY will generate.
  - c. The ANNEXOR's construction of arterial street improvements, and arterial intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site specific improvements, will be subject to reimbursement by the TOWN or adjacent benefitted property as specified in the SIA.



- d. The ANNEXOR is solely responsible for construction of all transportation improvements to accommodate development of the PROPERTY that do not directly benefit other properties. The TOWN shall not provide for reimbursement to the ANNEXOR for these expenses.
11. **PARKS AND OPEN SPACE.** The Mead Comprehensive Plan identifies the potential locations of regional park and open space land within the planning area. At the time of platting the PROPERTY, subject only to encumbrances acceptable to the TOWN, the ANNEXOR shall preserve, construct, develop and dedicate to the TOWN all park and open space areas within, crossing or bordering the PROPERTY as depicted in the Mead Comprehensive Plan and as configured in the approved Final Plat(s). The TOWN and the ANNEXOR agree that such park and open space dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  12. **FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Mountain View Fire Protection District.
  13. **COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC AND COMMON IMPROVEMENTS.** The TOWN may require the ANNEXOR to pay for other public improvements that relate to development of the PROPERTY. These public improvements may benefit not only the PROPERTY, but also adjacent landowners and the public.
    - a. The TOWN shall assure construction of public improvements by requiring the ANNEXOR to execute a SIA. The TOWN may require financial security by the ANNEXOR before development of all or any applicable phases of development.
    - b. Where the ANNEXOR constructs public improvements that will also benefit other property owners and the public, reimbursement to the ANNEXOR shall be according to the Mead Municipal Code in effect at the time of development, and detailed in the ANNEXOR's SIA.
    - c. Where the ANNEXOR's property abuts or benefits from existing public improvements that have been constructed by others (including the TOWN), the ANNEXOR may be required to participate in those public improvements according to the Mead Municipal Code in effect at the time of development and as detailed in the ANNEXOR's SIA.
  14. **DEVELOPMENT IMPACT FEES.** The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the property upon the TOWN's infrastructure, administration and delivery of governmental services. The ANNEXOR agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the ANNEXOR further agree that the TOWN may amend the development impact fees from time to time as needed to address changing effects upon the TOWN's infrastructure, administration and delivery of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the property and/or the issuance of building permits. The TOWN and the ANNEXOR agree that the necessity of such development impact fees is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

15. **CONFORMANCE WITH TOWN REGULATIONS.** The ANNEXOR agrees, without limitation, that the design, improvement, construction, development, and use of the PROPERTY shall be in conformance with the TOWN's "Design Standards and Construction Specifications" including, without limitation, those pertaining to subdivision and site design, streets and pedestrian ways, storm drainage, utilities, landscaping, park and open space design, and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN's standard "Design Criteria and Standard Construction Specifications" from time to time as needed to address changing effects upon the TOWN's infrastructure, administration and delivery of governmental services as a result of development occurring within the TOWN. The TOWN and the ANNEXOR agree that the necessity of such TOWN regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
16. **OIL AND GAS DEVELOPMENT.**
- a. The ANNEXOR agrees that in the development of the PROPERTY, the ANNEXOR will comply with the TOWN's regulations with regard to setbacks from existing wells and production facilities for lots, streets and buildings.
  - b. The ANNEXOR agrees to provide dedicated easements or outlots over oil and gas gathering lines or transmission lines, or to relocate existing oil and gas gathering lines or transmission lines into dedicated easements or outlots during platting and development. Dedicated easements for oil and gas gathering lines or transmission lines shall not be located in or across residential lots, or within public street rights-of-way, and shall cross public streets only at right angles.
  - c. The parties agree that the ANNEXOR, or the ANNEXOR's heirs and assigns who engage in the actual development of the PROPERTY, must have a surface use agreement in place with the lessee(s) of mineral interests in the PROPERTY prior to final approval of the Preliminary Plat of the property. The surface use agreement will determine the location of wells, flowlines and production facilities and access roads to the facilities.
  - d. All existing oil and gas access roads located on the PROPERTY will remain where they are until the platting of the PROPERTY, and shall be considered a maintenance obligation between the ANNEXOR and the oil and gas company(s). The TOWN shall not be responsible for any maintenance of any current oil and gas access road.
17. **VESTED RIGHTS.** The TOWN and the ANNEXOR agree that only the Final Plat of the PROPERTY, approved by the TOWN in accordance with Sec. 16-4-107, Mead Municipal Code, and amendments thereto, constitutes a site specific development plan pursuant to C.R.S. § 24-68-101 et. seq., as amended, (the "Vested Rights Act") for that portion so platted, and in addition, that the rights which vest pursuant to the "Vested Rights Act" shall vest for a period of three (3) years.

Furthermore, the ANNEXOR and the TOWN agree that vesting shall only occur in the event that the ANNEXOR specifically requests the approval of the TOWN to designate the Final Plat as the "site specific development plan" for the PROPERTY. Failure of the ANNEXOR to request such



an approval results in the Final Plat not being a “site specific development plan” and no vested rights shall be deemed to have been created.

The ANNEXOR and the TOWN agree that the need for the establishment of this process for the vesting of property rights is directly related to the TOWN’s ability to control its growth in a planned and orderly fashion, and is generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

18. **EXCLUSIVITY OF ANNEXATION PETITION.** The ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of the TOWN.
19. **THREE-MILE ANNEXATION PLAN.** The “TOWN OF MEAD 2009 COMPREHENSIVE PLAN” encompasses the entire PROPERTY. The Comprehensive Plan, along with accompanying maps, plats, charts and descriptive material, has been adopted as the master plan for the three-mile area surrounding the Town of Mead as required by C.R.S. § 31-12-105 (1) (e). This “Three Mile Annexation Plan” has been amended to the extent necessary to incorporate the above described PROPERTY and to update the Plan by the ordinance annexing the PROPERTY and complies with the requirements of C.R.S. § 31-12-105 (1)(e).
20. **SPECIAL PROVISIONS APPLYING TO THE COTTONWOOD ANNEXATION.** Certain special provisions shall apply to the Cottonwood Annexation as contained in Exhibit C is attached hereto.
21. **MISCELLANEOUS PROVISIONS.**
  - a. **Interpretation.** Nothing in this AGREEMENT shall constitute or be interpreted as a repeal of the TOWN’s ordinances or resolutions, 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, nor shall this AGREEMENT prohibit the enactment or increase by the TOWN of any tax or fee.
  - b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the AGREEMENT. The parties hereby declare that they would have agreed to the AGREEMENT including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.
  - c. **Amendments to the AGREEMENT.** This AGREEMENT may be amended, at anytime, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

In addition, this AGREEMENT may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNEXOR’s portion of the PROPERTY. Such amendments shall be in writing, shall be



recorded with the County Clerk & Recorder of Weld County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the PROPERTY subject to the amendment unless otherwise specified in the amendment.

- d. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land.
- e. **Indemnification.** The ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which are in any manner connected with the TOWN's enforcement of this AGREEMENT. The ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the TOWN's option to pay the attorney's fees for defense counsel of the TOWN's choice for, any such liability, claims, or demands.
- f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this AGREEMENT shall be null and void and of no force and effect whatsoever.
- g. **No Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this AGREEMENT, other than provided by applicable state laws. In the event the PROPERTY or any portion thereof is disconnected at the ANNEXOR's request, the TOWN shall have no obligation to serve the disconnected property or portion thereof and this AGREEMENT shall be void and of no further force and effect as to such property or portion thereof.
- h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and subsequent zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the Town of Mead. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with state law, as may be appropriate.
- i. **Legal Discretion in the Case of Challenge.** The TOWN reserves the right to not defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, the TOWN may, at its discretion, choose to legally fight the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives in such a defense, at no cost to the TOWN.
- j. **Application of Town Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of the TOWN's





ordinances, as amended, including public land dedications, provided however, that changes or amendments to the Mead Municipal Code, after the date of this AGREEMENT shall in no way limit or impair the TOWN's obligation hereunder, except as specifically set forth in this AGREEMENT.

- k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this AGREEMENT, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon the ANNEXOR.
- l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this AGREEMENT, the defaulting party shall pay the other's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this AGREEMENT.
- m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY, including but not limited to consultant's fees for planning and engineering, and attorney's fees for legal services beyond the normal document review, which is directly linked to the PROPERTY.
- n. **Cooperation.** The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the AGREEMENT, and will execute such additional documents as necessary to effectuate the same.
- o. **Timely Submittal of Materials.** The ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this AGREEMENT, in a timely manner.
- p. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.
- q. **Recording of AGREEMENT.** This AGREEMENT and any amendments thereto shall be recorded in the records of the County Clerk and Recorder, Weld County, Colorado, at the ANNEXOR's expense.
- r. **Choice of Law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Weld County, Colorado.
- s. **COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this AGREEMENT except in writing, executed with the same formalities as this instrument. Subject to the

conditions precedent herein, this AGREEMENT may be enforced in any court of competent jurisdiction.

22. **ORIGINAL COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgment, the undersigned hereby certify that the above AGREEMENT is complete and true and entered into of their own free will and volition.

ANNEXOR: Skich Properties, LLC Date: 2-7-2018

By: [Signature]  
Dominiek D. Skich, Partner Veronica Silbaugh, Partner

STATE OF COLORADO )  
 )ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2018 by Veronica Silbaugh.

My commission expires: August 7 2021

Witness My hand and official seal.

[Signature]  
Notary Public



TOWN OF MEAD

[Signature]  
Gary R. Shields, Mayor

ATTEST:

[Signature]  
Mary E. Strutt, Town Clerk



STATE OF COLORADO )  
 )ss.  
COUNTY OF Weld )

The foregoing instrument was acknowledged before me this 29 day of January 2018 by Gary R. Shields as Mayor and Mary E. Strutt as Town Clerk of the Town of Mead.

My commission expires: 8/9/21



Witness my hand and official seal.

*P. Gehringer*  
\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 23 AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO.

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Carly Koppes, Clerk and Recorder, Weld County, CO





**EXHIBIT "B"**

**SPECIAL PROVISIONS  
APPLYING TO THE COTTONWOOD ANNEXATION  
AND THE DEVELOPMENT OF THE PROPERTY.**

This Exhibit B is attached to and incorporated into that certain Annexation Agreement for the Cottonwood Annexation to the Town of Mead, by and between the **Town of Mead**, a Colorado municipal corporation, hereinafter referred to as the "TOWN," and **Sekich Properties, LLC**, a Colorado limited liability company, hereinafter referred to as the "ANNEXOR". Certain special provisions shall apply to the Cottonwood Annexation as set forth below and in the event of any conflict between the provisions of the Annexation Agreement and this Exhibit C, the provisions of this Exhibit C shall control:

1. **Special Districts.** The TOWN and the ANNEXOR acknowledge that the ANNEXOR desires to organize and create one or more special districts in accordance with the provisions of Title 32, Colorado Revised Statutes, in order to facilitate financing and development of the public infrastructure improvements and public facilities of the PROPERTY including development of the roads, utilities and any other improvements (individually, a "District," and collectively, the "Districts"). As used herein, a "District" may mean and include a metropolitan district. The formation of Districts within the corporate boundaries of the Town for the purpose of financing and the construction of infrastructures and the provision of specific services will be considered on a case-by-case basis as provided by Town of Mead Resolution No. 7-R-2007. Upon approval of each District's service plan, the TOWN shall use its best efforts to cooperate on the formation of the District and the implementation of the service plan.
  - a. The ANNEXOR shall submit a proposed service plan for the District(s) no later than August 1, 2020, or such later date that ANNEXOR shall specify in notice to the TOWN, and the TOWN shall review and timely act upon such service plan and the organization of the Districts in accordance with C.R.S., § 32-1-204.5, and any other applicable state statutes.
  - b. The TOWN shall not object to the creation of the District(s) at any court hearing on the petition for the creation of the District(s) without first providing the ANNEXOR with seventy-two (72) hours' written notice.
2. **Phased Development.** In compliance with Section 2, of the AGREEMENT, the TOWN and the ANNEXOR agree that final platting may be phased and that a final plat for Phase I may be submitted with the preliminary plat for the entire property. Subsequent final plats shall generally conform to the approved preliminary plat. Final platting may occur in phases.
3. **Public Improvements.** Sections 4(a) through (e), inclusive, of the AGREEMENT are hereby deleted in its entirety and replaced with the following:
  - a. All public and private roads shall be constructed to the TOWN's standards at the time of construction. All public roads and right-of-ways shall be dedicated to the TOWN. The TOWN will install, at the ANNEXOR's expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.



- b. Lights along streets shall be installed in accordance with plans approved by the electric service provider and the TOWN. The type of light shall be approved by the TOWN and ANNEXOR. All such lighting shall be dedicated to the TOWN or a District.
- c. Notwithstanding anything herein to the contrary, utilities and internal streets shall be sized to provide for development of the PROPERTY. If for any reason ANNEXOR agrees at any time to oversize any utilities or internal streets, or to construct or install, in whole or in part, any off-site improvements to utilities or transportation infrastructure, ANNEXOR shall be entitled to receive a reimbursement for such oversizing or off-site improvements. All over-sizing or off-site improvements shall have TOWN approval, prior to construction. The TOWN is not responsible for payment or reimbursements of infrastructure. If for any reason ANNEXOR agrees (or is for any reason deemed to have agreed to or is otherwise obligated) to reimburse any other person or entity for utilities or internal streets, or to construct or install, in whole or in part, any off-site improvements to utilities or transportation infrastructure, such reimbursement shall be pursuant to the terms of a Subdivision Improvement Agreement, duly executed by ANNEXOR.
- d. The ANNEXOR agrees to provide to TOWN, a two (2) year guarantee, from the time of conditional acceptance of construction, for all improvements. If requested by TOWN, ANNEXOR agrees to dedicate to TOWN any or all required improvements.
- e. The ANNEXOR agrees to enter into a SIA pertaining to such improvements and other matters before any development of the PROPERTY. The construction of public improvements shall be subject to any reimbursement that may be provided for in the SIA.
- f. Notwithstanding the foregoing:
  - i. The ANNEXOR shall be permitted to construct such necessary improvements in accordance with each development phase that would trigger such improvements; and
  - ii. All public improvements for a phase must be completed prior to the TOWN issuing building permits.
- g. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road right-of-ways adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.
- h. If the ANNEXOR cannot acquire an off-site easement or rights-of-way necessary to develop the PROPERTY, the ANNEXOR may request the TOWN's assistance in acquiring the easements or rights-of-way. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The ANNEXOR shall advance to the TOWN all reasonable acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.

- i. The ANNEXOR agrees to design, construct and install landscaping, at its sole cost and expense, in accordance with a “Landscape and Open Space Plan” approved by the TOWN, to be included as part of any subdivision final plat.
  - j. Notwithstanding the foregoing, ANNEXOR shall have no obligation to install (and no plan shall include) any hardscape features of any kind, i.e., playground or exercise equipment, trails, paths or walks, shelters, or any similar structures or improvements.
  - k. ANNEXOR is responsible for undergrounding any storm or other drainage improvements, if the master drainage report requires such improvements.
4. **Water Rights.** Notwithstanding the provisions of Section 5, of the AGREEMENT to the contrary, the PROPERTY will receive domestic water service from the Little Thompson Water District, and not from the TOWN and any non-tributary and not non-tributary groundwater rights shall be dedicated by Bargain and Sale Deed.
  5. **Land Dedication.** Notwithstanding the provisions of Section 6, of the AGREEMENT to the contrary, the TOWN and the ANNEXOR agree that the open space requirements on this property can be satisfied by a combination of landscaped or natural open space to be developed in accordance with an “Open Space Plan” to be included as part of the plat dedication. ANNEXOR may dedicate parks and open space within the PROPERTY to a District, provided that if parks or open space is dedicated to a District, the deed of dedication shall include language restricting the use of such dedicated property to public open space purposes. Immediately upon any land dedication made to a District, all of ANNEXOR’s responsibilities obligations under this AGREEMENT with respect to such land so dedicated shall immediately cease. All land dedicated to and accepted by a District shall be maintained by such District. If for any reason any dedication of land required in connection with the annexation shall be made by deed, such deed shall be in the form of a Bargain and Sale Deed, accompanied by a Title Policy.
  6. **Land Dedication –Metropolitan District.** Every reference to the word “TOWN” in the first full paragraph of Section 6 of the AGREEMENT shall be revised to read: “TOWN or a DISTRICT”. Further, notwithstanding the provisions of Section 6, of the AGREEMENT to the contrary, dedications shall occur at the time of the Final Plat.
  7. **Sewer Service.** Notwithstanding the provisions of Section 8, of the AGREEMENT to the contrary, the TOWN requires connection to a sewer service but will allow onsite-wastewater treatment systems to service the annexed property, until sewer facilities are made available. Lots using on-site septic systems shall conform to minimum lot size requirements and any other local, state and federal requirements. Said lots agree to tap into the sewer system at such time as it is available.
  8. **WCR 9 ½ Dedication; Vehicular Access.** The dedications of WCR 9 ½ on any final plat are to be appropriate for one-half of the required right-of-way for a major arterial road. ANNEXOR shall be responsible for the construction or installation of any improvements as deemed necessary by a traffic study. Improvements may include acceleration or deceleration lanes or turn lanes into any entrance to the PROPERTY from a public right of way.



9. **Maintenance of Drainage Facilities.** Notwithstanding the provisions of Section 9 d, of the AGREEMENT to the contrary, facilities referenced may be owned and maintained by a Metropolitan District.
  
10. **Cost Allocation and Recapture of Costs For Public and Common Improvements.**
  - a. In accordance with the provisions of Section 13 of the AGREEMENT, the parties hereby agree that the ANNEXOR shall be entitled to recover a portion of its expenses under any SIA from subsequent development that uses capacity in facilities provided by the ANNEXOR. The recovery allowed shall be in direct proportion to the amount of capacity in the facilities used by the subsequent development.
    - i. The ANNEXOR shall provide the TOWN with a signed statement of reimbursement charges from a qualified engineer, accompanied by supporting documentation, setting a dollar amount per measurable unit to be charged subsequent developers for their proportional share of the total capacity in the public improvements.
    - ii. The reimbursement charge is subject to approval by the TOWN and is determined by the division of the total cost of the facility by the total number of measurable units of capacity (gallons, dwelling units, trips generated, acreage, square footage, etc.) in the facility. The engineer's statement of reimbursement charges shall be attached to the SIA and incorporated therein. The ANNEXOR may recover for only that portion of the facilities that are used by a subsequent developer. Such recovery shall be assignable to a District affecting the PROPERTY at the ANNEXOR'S discretion.
  - b. Notwithstanding the provisions of Section 3 c, of the AGREEMENT to the contrary, if utility, public safety or other public services are available to coordinate with the ANNEXOR's development schedule, ANNEXOR may, in ANNEXOR's sole discretion, proceed with the development of the property with the advancement of funds necessary to ensure that the utility, public safety or other public services are available prior to the completion and/or occupancy of the development.
  - c. The ANNEXOR shall be entitled to recover a portion of his advancement under the SIA from subsequent development that uses capacity in the facilities provided by ANNEXOR at the time of connection. The recovery allowed shall be in direct proportion to the amount of capacity in the facilities used by the subsequent development.
  
11. **Development Impact Fees.** Notwithstanding the provisions of Section 14, of the AGREEMENT to the contrary, the development impact fees are to be paid at the then current rate upon the issuance of building permits.
  
12. **Vested Rights.** Notwithstanding the provisions of Section 17, of the AGREEMENT to the contrary, the right to develop the property in accordance herewith and under any Zoning Map approved herewith, shall vest for a period of 20 years from the date of the recording of this AGREEMENT and the Zoning Map.

- a. The right to develop, plan and engage in land uses within the Annexation PROPERTY in the manner and to the extent set forth in and pursuant to LI - Light Industrial land use, in accordance with the land use categories contained in Chapter 16 of the *Mead Municipal Code*.
  - b. The right to develop the PROPERTY in the order, at the rate, and at the time as market conditions dictate, subject to the terms and conditions of this AGREEMENT, the LI - Light Industrial land use, in accordance with the land use categories contained in Chapter 16 of the *Mead Municipal Code*, and the availability of municipal utilities.
  - c. The right to apply for and, upon compliance with the terms and conditions of this AGREEMENT, the LI - Light Industrial land use, in accordance with the land use categories contained in Chapter 16 of the *Mead Municipal Code* and the Municipal Code, to receive grading permits, building permits, certificates of occupancy, and other TOWN permits necessary for development, construction and occupancy of improvements within the PROPERTY.
  - d. The right to develop and complete the development of the PROPERTY with conditions, standards, dedications, exactions and requirements which are no more onerous than those imposed by the TOWN upon other developers in the Town on a uniform, non-discriminatory and consistent basis.
13. **Combination of Certain Lots as Administrative Matter.** After a Final Plat is submitted for all or a portion of the PROPERTY, ANNEXOR may combine any contiguous lots in the PROPERTY in the approved Final Plat, up to an aggregate size of 4 acres, as an administrative plat.
14. **Setbacks.** Notwithstanding the provisions of Section 17 a, of the AGREEMENT to the contrary, all setbacks from existing wells and production facilities for lots, streets and buildings shall not be greater than those in effect as of the date of the AGREEMENT, unless preempted by the State of Colorado.
15. **Right to Disconnect.** Notwithstanding the provisions of Section 22 g, of the AGREEMENT to the contrary, ANNEXOR shall have the option to elect to disconnect the PROPERTY in the event that any one of the following events has not occurred on or before July 1, 2022 provided that the ANNEXOR or their agents have timely filed all submittals so that any approvals would be completed no later than the last Board of Trustees' meeting in June 2022:
- a. The Board of Trustees has approved each District service plan presented to the Board of Trustees by the ANNEXOR, which shall include the minimum following terms:
    - i. Fifty (50) mills Maximum Debt Mill Levy, subject to adjustment in accordance with the approved Service Plan for the District(s);
    - ii. The option to impose a mill levy for operations and maintenance; and





- iii. A total debt authorization of not less than Seven Million Five Hundred Thousand and 00/100 U.S. Dollars (\$7,500,000) to finance the provision of public improvements and services authorized under Title 32.
  - iv. Final Plat has been approved by the Board of Trustees.
15. **Assignment.** The rights, duties and obligations of the ANNEXOR hereunder may be assigned to another person or entity only with the consent of the TOWN; provided, however, that ANNEXOR shall have the right to make such assignment to an entity controlled by ANNEXOR without such consent. In such event, the assignee shall assume all of the rights, duties and obligations of the ANNEXOR hereunder and the ANNEXOR shall be correspondingly relieved from all such liabilities, duties and obligations. Any release must be made specifically with the consent of the TOWN.
16. **Agreement.** In the event of a conflict between the terms of this Exhibit B, and the body of the Annexation Agreement, the terms set forth in this Exhibit C shall prevail. All references to the "Annexation Agreement" or "AGREEMENT" set forth in this Exhibit B, or in the body of the Annexation Agreement, shall mean the entirety the Annexation Agreement, as modified by this Exhibit B.
17. **Notices.** All notices, demands or other documents required or desired to be given to either party under this AGREEMENT shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

TOWN: Town Manager  
Town of Mead  
PO Box 626  
Mead, CO 80542

Copy to: Richard E. Samson  
Mead Town Attorney  
Samson Law Firm, PC  
PO Box 1076  
Longmont, CO 80501

ANNEXOR: Sekich Properties, LLC  
67990 CR 32  
Platteville, CO 80651  
Attn: Nick Sekich

Copy to: Dominick Sekich  
Moye White LLP  
1400 16<sup>th</sup> Street  
Denver, Colorado 80202

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