

**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 881**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING AN ANNEXATION AGREEMENT (COPPER HOMES/RED BARN ANNEXATION) WITH 13-32 DEVELOPMENT, LLC, FOR CERTAIN PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE RED BARN ANNEXATION NOS. 1 - 4**

**WHEREAS**, 13-32 Development, LLC, a Colorado limited liability company (the "Owner"), owns certain property located within the boundaries of the Red Barn Annexation Nos. 1 - 4 (the "Property"), which Property has been annexed to the Town of Mead by Ordinance No. 879; and

**WHEREAS**, the Town and the Owner have negotiated the terms of an annexation agreement, a copy of which is on file with the Town Clerk's Office, and which agreement has been executed by an authorized signatory of the Owner (the "Annexation Agreement"); and

**WHEREAS**, the Board of Trustees finds that it is in the best interests of the Town to approve the Annexation Agreement; and

**WHEREAS**, Section 16-8-110(b) of the *Mead Municipal Code* requires that annexation agreements be approved by ordinance.

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

**Section 1. Recitals Incorporated.** The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

**Section 2. Annexation Agreement Approved.** The Board of Trustees hereby approves the Annexation Agreement between the Town and 13-32 Development LLC, a copy of which is on file with the Town Clerk's office, and authorizes the Mayor Pro Tem to execute the Annexation Agreement on behalf of the Town and further authorizes the Town Clerk to attest the Mayor Pro Tem's signature.

**Section 3. Direction to Town Staff.** The Board of Trustees hereby directs Staff to complete all necessary procedures necessary for the effectiveness of the Annexation Agreement including: (1) recording a fully executed copy of the Annexation Agreement in the real property records of Weld County, Colorado following the effective date of the annexation of the Property to the Town of Mead; and (2) filing the fully executed Annexation Agreement of record with the Town Clerk of the Town of Mead, Colorado.

**Section 4. Effective Date.** This ordinance shall be published and become effective as provided by law.

**Section 5. Severability.** 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 part, section, subsection, sentence, clause or phrase is declared invalid.

**Section 6. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this

ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

**Section 7. 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 8TH DAY OF OCTOBER, 2018.**

**ATTEST:**

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



**TOWN OF MEAD:**

By: Joyce E. Palaszewski  
Joyce E. Palaszewski, Mayor Pro Tem



**ANNEXATION AGREEMENT  
COPPER HOMES/RED BARN ANNEXATION**

**THIS ANNEXATION AGREEMENT** (hereinafter "AGREEMENT") is made and entered into this 2<sup>nd</sup> day of October, 2018, by and between 13-32 Development LLC, a Colorado limited liability company, with its principal office at 12656 Waterside Lane, Longmont, CO 80504-5252, 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" and shall be effective on the fortieth (40<sup>th</sup>) day after publication following final action by the Board of Trustees to approve the latest of the ordinances by which the Board of Trustees approves: (a) the annexation of the PROPERTY, (b) the zoning of the PROPERTY, or (c) this AGREEMENT (the "Effective Date").

**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:

That property generally described as Red Barn Annexation #1, Red Barn Annexation #2, Red Barn Annexation #3 and Red Barn Annexation #4, being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, hereinafter referred to as "PROPERTY" or "the PROPERTY"; and

**WHEREAS**, for purposes of this Agreement the term "PROPERTY" excludes Lots A and B or Recorded Exemption 1207-24-01 ("Excluded Lots"), as the Excluded Lots are more specifically described in **Exhibit A** attached hereto, on account of the fact that the Excluded Lots are not owned by ANNEXOR; and

**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;

**WHEREAS**, the ANNEXOR has previously executed and filed with the Town Clerk a Petition for Annexation of the PROPERTY into the Town, which Petition was found to be in substantial compliance with the Colorado Municipal Annexation Act, §§31-12-101, *et seq.*, C.R.S. (the "Act"),

**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. **TERM AND TERMINATION.**
  - a. Commencement of Term. The term of this AGREEMENT shall commence upon the Effective Date.
  - b. Termination of Term. This AGREEMENT shall terminate upon the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date without further action of the Parties and this AGREEMENT shall have no further force or effect; provided, however, such termination shall not affect: (1) annexation of the PROPERTY into the Town; (2) zoning of the PROPERTY; (3) any statutory or common law vested property rights established prior to such termination; or (4) any right arising from Town permits, approvals or other entitlements for the PROPERTY which were granted or approved prior to, concurrently with, or subsequent to the Effective Date.
  - c. Covenants. The provisions of this AGREEMENT shall constitute covenants or servitudes that shall touch, attach to and run with the PROPERTY. The burdens and benefits of this AGREEMENT shall bind and inure to the benefit of all estates and interests in the PROPERTY and all successors in interest to the Parties to this AGREEMENT, except as otherwise provided in this AGREEMENT.
3. **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 RSF-4 and RSF=E with a PUD Overlay land use, 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.
  1. **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**.
  2. **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 and Zoning 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.
  3. **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.
4. **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.



- 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 not limited to, 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, 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.
5. **PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at its 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 rights-of-way 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 approved 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 specifically identified in the Subdivision Improvements Agreement (SIA) applicable to the PROPERTY.
  - 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. Oversizing of public improvements, if required and if applicable, shall be subject to reimbursement if specifically identified 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 rights-of-way 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 its 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.
6. **WATER RIGHTS.** It is agreed by the parties that the PROPERTY will receive domestic water service from the Little Thompson Water District ("LTWD") 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. However, the ANNEXOR shall comply at the time of development with the domestic water supplier's water rights requirements for obtaining water.



7. **LAND DEDICATION.** The dedication of public easements for utilities, rights-of-way for streets and other public ways shall be by plat dedication. If applicable, dedications for parks and open space and other public purposes shall be by Special 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 provide parks and open space within the PROPERTY in accordance with the requirements set forth in Section 16-2-120 ("Parks and Open Space") of the *Mead Municipal Code*, as the same may be amended from time to time. The parties acknowledge and agree that as of the Effective Date, a minimum of twenty percent (20%) of the gross land area is required to be set aside in the PUD Single-Family Overlay District as functional open space, which may include: neighborhood parks, community parks, plazas, trails, recreational amenities, natural areas and amenities for residents or other civic purposes.

The ANNEXOR agrees to provide a landscaping and development plan meeting TOWN specifications for parks and open space. Provision for the construction and development of the parks and open space 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.

8. **WATER SERVICE.** It is agreed by the parties that the PROPERTY will receive domestic water service from the LTWD, and not from the TOWN. The ANNEXOR shall comply at the time of development with LTWD's requirements. The TOWN does not warrant the





availability of water service by the LTWD 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 LTWD or the Northern Colorado Water Conservancy District ("NCWCD"), the ANNEXOR agrees to petition for inclusion into LTWD or NCWCD, as applicable, and further agrees and consents to the payment of any fees and taxes levied by LTWD or NCWCD as a condition of said inclusion.

**SEWER SERVICE.** It is agreed by the parties that the PROPERTY will receive sanitary sewer service from the St. Vrain Sanitation District ("SVSD") and not from the TOWN. The ANNEXOR shall comply at the time of development with SVSD requirements. The TOWN does not warrant the availability and capacity of sewer service by the SVSD 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 SVSD, the ANNEXOR agrees to petition for inclusion into SVSD and to the payment of any fees and taxes levied by SVSD as a condition of said inclusion.

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 its 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, a Title 32, C.R.S. metropolitan district having the PROPERTY within its service area boundaries ("METRO DISTRICT") 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 Sketch Plan, 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, may 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 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 METRO DISTRICT or homeowners' association 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).

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 shall require financial security by the ANNEXOR before development of all or any applicable phases of development, as required by the ***Mead Municipal Code***.
  - 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 "Standard Design Criteria and Standard Construction Requirements" 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 Requirements" 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 applicable provisions of the **Mead Municipal Code**, and amendments thereto, qualifies as a site specific development plan pursuant to C.R.S. § 24-68-101 et. seq., as amended (the "Vested Rights Act") and the vested property rights provisions of the **Mead Municipal Code**. Nothing in this Agreement shall prohibit the ANNEXOR from requesting a period of vesting in excess of three (3) years, if justified based on economic cycles, market conditions, or other factors.

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.



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 2018 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 COPPER HOMES/RED BARN ANNEXATION.** Certain special provisions shall apply to the Copper Homes/Red Barn Annexation as contained in **Exhibit B** 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 any time, 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 establishment of initial 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 defend the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives or other counsel of ANNEXOR's choosing 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. Except as otherwise provided in this AGREEMENT, all Town ordinances, regulations, codes, policies and procedures now in existence, and as the same may be adopted or changed from time to time, shall be applicable to the use and development of the PROPERTY. Nothing contained in this AGREEMENT shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental or police powers to promote and protect the health, safety, or general welfare of the Town or its inhabitants; nor shall this AGREEMENT prohibit the enactment by the Town of any rate, fee, toll, charge or tax which is uniform or of general application.
- 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. Such recordation shall not occur prior to the Effective Date.
  - 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. **No Third Party Beneficiaries.** Except as provided in section 21.t. below: (i) nothing contained in this AGREEMENT is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party; (ii) absolutely no third party beneficiaries are intended by this AGREEMENT; and (iii) any third-party receiving a benefit from this AGREEMENT is an incidental and unintended beneficiary only.
  - t. **Rights of Lenders and Other Interested Parties.** The Town is aware that financing for development, construction and/or permanent financing of the PROPERTY may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders and purchasers of bonds. In the event of any asserted default by the ANNEXOR, the Town will provide notice of such asserted default, at the same time notice is provided to the ANNEXOR, to any such lender, trustee for bond holders or other interested third party, if such party has been previously identified in writing to the Town by the ANNEXOR. If such interested parties are permitted, under the terms of their agreement(s) with the ANNEXOR, to cure the default and/or to assume the ANNEXOR's position with respect to this AGREEMENT, the Town will recognize such rights of interested parties and otherwise permit such interested parties to cure the default and/or to assume all of the rights and obligations of the ANNEXOR under this AGREEMENT.
22. **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.
23. **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: 13-32 DEVELOPMENT LLC, a Colorado limited liability company

By:

[Signature]  
Name: Jon Benson  
Title: Manager  
Date: 10/21, 2018

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2018, by Jon Benson as Manager of 13-32 Development LLC, a Colorado limited liability company.

My commission expires: 4/25/20

Witness My hand and official seal.

[Signature]  
Notary Public

[SEAL]





TOWN:

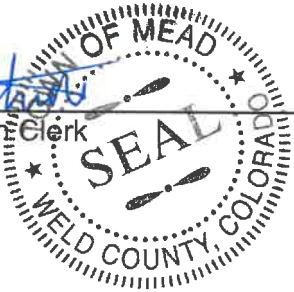
TOWN OF MEAD, a municipal corporation of the State of Colorado

*Joyce Palaszewski*

Joyce Palaszewski, Mayor Pro Tem,  
authorized pursuant to Ordinance No. 881

ATTEST:

*Mary E. Strutt*  
Mary E. Strutt, Town Clerk



**EXHIBIT A**

**Legal Description  
Red Barn Annexation No. 1 through No. 4  
(the "PROPERTY")\*\***

RED BARN ANNEXATION #1

A PORTION OF THAT PARCEL OF LAND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1207-24-04 RECX17-0097, RECORDED WITH THE COUNTY OF WELD ON OCTOBER 19, 2017 AT RECEPTION NO. 4345567, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24 TO BEAR NORTH 89°14'18" EAST, A DISTANCE OF 2658.30 FEET BETWEEN THE CENTER 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "GEOSURV T3N R68W C 1/4 24 1994 PLS 22097" AND THE EAST 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "PFS T3N R68W R67W S24 1/4 S19 2013 PLS 38345", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. COMMENCING AT SAID EAST 1/4 CORNER OF SECTION 24; THENCE ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, SOUTH 89°14'18" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°01'26" WEST, A DISTANCE OF 588.50 FEET TO A POINT ON THE NORTH LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1207-24-04 RECX17-0097; THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 89°13'12" WEST, A DISTANCE OF 218.64 FEET;
- 2) THENCE NORTH 00°01'26" EAST, A DISTANCE OF 187.50 FEET;
- 3) THENCE SOUTH 89°13'12" WEST, A DISTANCE OF 530.43 FEET; THENCE NORTH 00°45'42" WEST, A DISTANCE OF 401.20 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE, NORTH 89°14'18" EAST, A DISTANCE OF 754.57 FEET TO THE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 7.83 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

RED BARN ANNEXATION #2

A PORTION OF THAT PARCEL OF LAND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1207-24-04 RECX17-0097, RECORDED WITH THE COUNTY OF WELD ON OCTOBER 19, 2017 AT RECEPTION NO. 4345567, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24 TO BEAR NORTH 89°14'18" EAST, A DISTANCE OF 2658.30 FEET BETWEEN THE CENTER 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP,



"GEOSURV T3N R68W C 1/4 24 1994 PLS 22097" AND THE EAST 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "PFS T3N R68W R67W S24 1/4 S19 2013 PLS 38345", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. COMMENCING AT SAID EAST 1/4 CORNER OF SECTION 24; THENCE SOUTH 89°14'18" WEST, A DISTANCE OF 784.57 FEET, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24 TO THE POINT OF BEGINNING; THENCE SOUTH 00°45'42" EAST, A DISTANCE OF 401.20 FEET; THENCE SOUTH 89°13'12" WEST, A DISTANCE OF 679.04 FEET; THENCE NORTH 00°45'42" WEST, A DISTANCE OF 401.42 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE ALONG SAID SOUTH LINE, NORTH 89°14'18" EAST, A DISTANCE OF 679.04 FEET TO THE POINT OF BEGINNING. THUS DESCRIBED TRACT CONTAINS 6.26 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

RED BARN ANNEXATION #3

A PORTION OF THAT PARCEL OF LAND DESCRIBED AS LOT B, RECORDED EXEMPTION NO. 1207-24-04 RECX17-0097, RECORDED WITH THE COUNTY OF WELD ON OCTOBER 19, 2017 AT RECEPTION NO. 4345567, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 24 TO BEAR NORTH 89°14'18" EAST, A DISTANCE OF 2658.30 FEET BETWEEN THE CENTER 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "GEOSURV T3N R68W C 1/4 24 1994 PLS 22097" AND THE EAST 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "PFS T3N R68W R67W S24 1/4 S19 2013 PLS 38345", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. BEGINNING AT SAID CENTER 1/4 CORNER OF SECTION 24; THENCE ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, NORTH 89°14'18" EAST, A DISTANCE OF 1194.69 FEET; THENCE SOUTH 00°45'42" EAST, A DISTANCE OF 401.42 FEET; THENCE NORTH 89°13'12" EAST, A DISTANCE OF 679.04 FEET TO A POINT ON THE WESTERLY LINE OF LOT A OF SAID RECORDED EXEMPTION NO. 1207-24-04 RECX17-0097; THENCE ALONG SAID WEST LINE, SOUTH 00°01'26" WEST, A DISTANCE OF 546.32 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED WITH WELD COUNTY ON JUNE 30, 1980 AT RECEPTION NO. 01828744; THENCE ALONG SAID NORTH LINE, SOUTH 89°13'12" WEST, A DISTANCE OF 1871.46 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24; THENCE ALONG SAID WEST LINE, NORTH 00°26'47" WEST, A DISTANCE OF 948.08 FEET TO THE POINT OF BEGINNING. THUS DESCRIBED TRACT CONTAINS 34.52 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

RED BARN ANNEXATION #4

THAT PARCEL OF LAND DESCRIBED AS LOT D OF THE RECORDED EXEMPTION NO. 1207-24-01 RECX17-0048, RECORDED WITH THE COUNTY OF WELD ON AUGUST 9, 2017 AT RECEPTION NO. 4325830, LOTS A AND B OF RECORDED EXEMPTION RECX16-0188, RECORDED WITH THE COUNTY OF WELD ON FEBRUARY 15, 2017 AT RECEPTION NO. 4278689, THAT PORTION OF WELD COUNTY ROAD 32 ADJACENT TO SAID RECORDED



EXEMPTION NO. 1207-24-01 RECX17-0048, EXTENDED TO THE EAST BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED IN LAKE RIDGE ANNEXATION NO. 3 TO THE TOWN OF MEAD, RECORDED WITH THE COUNTY OF WELD ON OCTOBER 16, 2000 AT RECEPTION NO. 2800306 AND THAT PORTION OF WELD COUNTY ROAD 13 ADJACENT TO SAID LOT D AND SAID LOTS A AND B, LOCATED IN THE NORTH HALF OF SECTION 24 AND THE SOUTH HALF OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 68 WEST, AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24 TO BEAR NORTH 89°14'18" EAST, A DISTANCE OF 2658.30 FEET BETWEEN THE CENTER 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "GEOSURV T3N R68W C 1/4 24 1994 PLS 22097" AND THE EAST 1/4 CORNER OF SECTION 24, BEING A FOUND 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, "PFS T3N R68W R67W S24 1/4 S19 2013 PLS 38345", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO. BEGINNING AT SAID CENTER 1/4 CORNER OF SECTION 24; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24, NORTH 00°07'04" WEST, A DISTANCE OF 2065.24 FEET TO THE SOUTHWEST CORNER OF LOT B OF SAID RECORDED EXEMPTION NO. 1207-24-01 RECX17-0048; THENCE ALONG THE SOUTH LINE OF SAID LOT B, NORTH 89°17'09" EAST, A DISTANCE OF 528.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE ALONG THE EAST LINE OF SAID LOT B, NORTH 00°06'59" WEST, A DISTANCE OF 150.01 FEET TO THE SOUTHWEST CORNER OF LOT C OF SAID RECORDED EXEMPTION; THENCE ALONG THE SOUTH LINE OF SAID LOT C, NORTH 89°17'09" EAST, A DISTANCE OF 285.60 FEET TO THE SOUTHEAST CORNER OF SAID LOT C; THENCE ALONG THE EAST LINE OF SAID LOT C, NORTH 00°06'59" WEST, A DISTANCE OF 400.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 32; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°17'09" WEST, A DISTANCE OF 813.65 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 89°52'54" WEST, A DISTANCE OF 166.51 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID LAKE RIDGE ANNEXATION NO. 3; THENCE ALONG SAID WEST LINE, NORTH 00°07'04" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 32; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°52'56" EAST, A DISTANCE OF 166.04 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°17'09" EAST, A DISTANCE OF 2695.47 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 13; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°01'59" WEST, A DISTANCE OF 2673.54 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL DESCRIBED IN WELD COUNTY ROAD 13 ANNEXATION TO THE TOWN OF MEAD, RECORDED WITH THE COUNTY OF WELD ON SEPTEMBER 6, 2017 AT RECEPTION NO. 4333083; THENCE ALONG SAID NORTH LINE, NORTH 89°58'34" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 13; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 00°01'59" EAST, A DISTANCE OF 308.19 FEET TO THE NORTHEAST CORNER OF LOT A OF RECORDED EXEMPTION RE-2478, RECORDED WITH THE COUNTY OF WELD ON NOVEMBER 11, 1999 AT RECEPTION NO. 2733405; THENCE ALONG SAID NORTH LINE, SOUTH 89°14'04" WEST, A DISTANCE OF 354.03 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE ALONG THE WEST LINE OF SAID LOT A, SOUTH 00°17'05" EAST, A DISTANCE OF 308.56 FEET TO A POINT ON THE NORTH LINE OF LOT B, RECORDED EXEMPTION NO. 1207-24-04



RECX17-0097, RECORDED WITH THE COUNTY OF WELD ON OCTOBER 19, 2017 AT RECEPTION NO. 4345567; THENCE ALONG SAID NORTH LINE, SOUTH 89°14'18" WEST, A DISTANCE OF 2275.98 FEET TO THE POINT OF BEGINNING. THUS DESCRIBED TRACT CONTAINS 153.67 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

**\*\*FOR PURPOSES OF THIS AGREEMENT, THE TERM "PROPERTY" SHALL EXCLUDE THE FOLLOWING TWO LOTS:**

*Lots A and B of Recorded Exemption 1207-24-01 RECX16-0188 Recorded February 15, 2017 Under Reception No. 4278689, Being a Part of the Northeast Quarter of Section 24, Township 3 North, Range 68 West of the 6th Principal Meridian, County of Weld, State of Colorado (the "Excluded Lots"). The Excluded Lots are no owned of record by 13-32 Development, LLC.*

**EXHIBIT B**

**SPECIAL PROVISIONS APPLYING TO  
THE COPPER HOMES/RED BARN ANNEXATION**

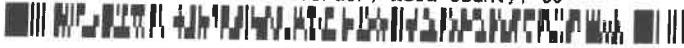
- 1. Preparation of Annexation Application and Maps.** The Town agrees to prepare, at no cost to the ANNEXOR, the Annexation Petition, Annexation Maps, Zoning Map and Land Use Application(s) on behalf of the ANNEXOR and, upon the approval and signature of the ANNEXOR, will process the annexation in accordance with the Land Use Code and the Act. However, in the event the ANNEXOR fails or refuses to complete the annexation process for any reason other than the Town's default under this AGREEMENT, the ANNEXOR shall reimburse the Town for the total actual cost expended by the Town on the preparation and processing of the annexation.
- 2. Comprehensive Plan and Zoning.** The Town agrees that it will consider the annexation of the PROPERTY to the Town simultaneously with the establishment of initial Town zoning as RSF-4 and RSF-E. The Parties contemplate that a PUD Overlay will be considered to permit additional non-residential uses, such as parks, swimming pool(s), community activity building(s), limited agricultural or urban-farming uses including but not limited to small-scale farming, farmers' markets and related commercial uses. The non-residential uses will be identified with specificity in the PUD Overlay to be submitted to the Town by ANNEXOR.
- 3. Building Permit Fee.** The Town agrees that the fees charged by the Town or Town's designee, such as SAFEbuilt, including any Building Inspection Fees and Plan Review Fees or other fees charged for the same services under a different name associated with the construction of any new building on the PROPERTY, whether single-family attached or detached, multi-family, commercial, residential or agricultural (collectively, the "Building Permit Fee"), shall be 50% off of the then-published fee schedule for the applicable permit. This 50% reduction ("Building Permit Fee Reduction") shall run with the PROPERTY for 20 years from the Effective Date but shall specifically exclude the Town's Construction Meter Fees, Electrical Inspection Fees and Plot Plan Review Fees, as such fees may be renamed in the future (the "Non-Discounted Fees"). The Non-Discounted Fees shall not be subject to the Building Permit Fee Reduction. The ANNEXOR and ANNEXOR's successors and assigns shall be obligated to request the Building Permit Fee Reduction at the time of initial building permit for each new building on the PROPERTY, whether single-family attached or detached, multi-family, commercial, residential or agricultural. If the Town fails to apply the Building Permit Fee Reduction, the Town shall be under no obligation to return or refund any portion of the Building Permit Fee or other fees charged for the same services under a different name associated with the construction of any new building on the PROPERTY, unless the ANNEXOR or ANNEXOR's successor(s) or assign(s) requests a refund within one year from the date that the Building Permit Fee was originally paid to the Town.
- 4. Use Tax.** The Town shall not assess or collect a Use Tax for any new construction within the PROPERTY (the "Use Tax Exemption"). The Use Tax Exemption shall not apply to any additions or remodels that may occur within the PROPERTY during the term of this AGREEMENT. The Use Tax Exemption shall run with the PROPERTY for 20 years from the Effective Date. The ANNEXOR and ANNEXOR's successors and assigns shall be obligated to request the Use Tax Exemption at the time of initial building permit for each new building

on the PROPERTY, whether single-family attached or detached, multi-family, commercial, residential or agricultural. If the Town fails to apply the Use Tax Exemption, the Town shall be under no obligation to return or refund any portion of the use taxes collected, unless the ANNEXOR or ANNEXOR's successor(s) or assign(s) requests reimbursement within one year from the date that the use tax was originally paid to the Town.

**5. Land Dedication.** The ANNEXOR will convey any property required to be dedicated to the Town for parks and open space and other public purposes by special warranty deed, unless the dedication is made by plat.

**6. Notice of Agricultural Activity.** ANNEXOR acknowledges that the PROPERTY is located in the vicinity of agricultural activity and, prior to the conveyance of any lots, ANNEXOR shall record a Notice of Agricultural Activity in the form attached hereto as **Exhibit C** in the real estate records of Weld County, Colorado.





## EXHIBIT C

### FORM NOTICE OF AGRICULTURAL ACTIVITY RELATING TO THE COPPER HOMES/RED BARN ANNEXATION

#### NOTICE OF AGRICULTURAL ACTIVITY

**PLEASE TAKE NOTICE** that 13-32 Development, LLC, a Colorado limited liability company, is developing real property known as the Red Barn Annexation in the Town of Mead, County of Weld, State of Colorado, as more specifically described on **Exhibit 1** attached hereto (the "Property").

**NOTICE IS HEREBY PROVIDED** to all interested parties, including but not limited to current or future owners or interest holders of the Property, or any portion thereof, and their assignees and successors-in-interest, that:

Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept there are drawbacks, including conflicts with long-standing agricultural practices. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.

The Property is located immediately west of certain property owned by The Western Sugar Cooperative, a Colorado cooperative ("Western Sugar") involved in sugar beet production. Sugar beet production is a small part of Colorado's agricultural economy, but in the twentieth century it was the most important agricultural activity in the State. Of more than twenty sugar-refining factories, most built between 1899 and 1920, only the Fort Morgan factory currently remains in operation. In the late nineteenth century sugar beets were introduced to the Highlandlake/Mead area because of the excellent growing conditions; hot dry days, low humidity and lots of sunshine, elements that increased the likelihood of a good sugar beet crop. The success of the sugar beet crop was one of the reasons that the Town of Mead was founded in 1906. General stores, feedlots, restaurants, banks and other establishments were built as people moved to the area.

Any and all current or future owners or interest holders of the Property, or any portion thereof, and their assignees and successors-in-interest should be aware that agricultural users of properties in the vicinity of the Property, including but not limited to Western Sugar, should not be expected to change their long-established agricultural practices to accommodate the future development of the Property. Current and future residents may be expected to experience off-site impacts associated with these agricultural operations, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from farming operations, and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of Weld County.

Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.

Dated: October 2, 2018.

**13-32 DEVELOPMENT, LLC**, a Colorado limited liability company

By: [Signature]  
Name: Jon Benson  
Title: Manager

STATE OF COLORADO )  
  ) ss.  
COUNTY OF Boulder )

The foregoing was acknowledged before me this 2nd day of OCTOBER, 2018 by Jon Benson, as Manager of 13-32 Development, LLC, a Colorado limited liability company.

My commission expires: 4/25/20  
Witness my hand and official seal.

[Signature]  
Notary Public





**EXHIBIT 1**

**(insert legal description of Red Barn Property)**

