

TOWN OF MEAD, COLORADO  
ORDINANCE NO. 886

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING AN  
ANNEXATION AGREEMENT FOR THE HIGHLANDS ANNEXATION

**WHEREAS**, the Stella S. Gallegos Family Trust and Richard Romeo, as personal representative of the estate of Pete Gallegos, also known as Perfecto Gallegos, deceased (together, the "Owner"), owns certain property generally known as The Highlands Annexation (the "Property"), which Property has been annexed to the Town of Mead by Ordinance No. 884; 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, the Stella S. Gallegos Family Trust and Richard Romeo, personal representative of the estate of Pete Gallegos, also known as Perfecto Gallegos, deceased, a copy of which is on file with the Town Clerk's office, and authorizes the Mayor or Mayor Pro Tem to execute the Annexation Agreement on behalf of the Town and further authorizes the Town Clerk to attest said 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 13TH DAY OF NOVEMBER, 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  
THE HIGHLANDS ANNEXATION**

**THIS ANNEXATION AGREEMENT** (hereinafter "AGREEMENT") is made and entered into this 8<sup>th</sup> day of November, 2018, by and between **THE STELLA S. GALLEGOS FAMILY TRUST AND RICHARD ROMEO, PERSONAL REPRESENTATIVE OF THE ESTATE OF PETE GALLEGOS, ALSO KNOWN AS PERFECTO GALLEGOS, DECEASED**, 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 The Highlands Annexation, 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**, 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

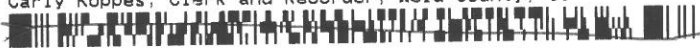
**WHEREAS**, the ANNEXOR acknowledges that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the Town of Mead, as they may be amended from time to time; and

**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 public 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.** During the term of this AGREEMENT, 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 with a PUD Overlay land use, in accordance with the land use categories contained in Chapter 16, **Mead Municipal Code**. 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. Notwithstanding the foregoing, the TOWN may elect to include all phasing for the development of the Property on one or more Final Plat(s) and the timing for construction of public improvements for each development phase may be included in one or more Subdivision Improvements Agreement(s) for the PROPERTY.
  3. **Phasing.** If phased development is to be utilized, the TOWN and the ANNEXOR agree that a Final Plat for the initial phase or all phases of development may be submitted with the Preliminary Plat for the entire PROPERTY. Any required subsequent Final Plats 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, natural gas services, or fire protection services to the area to be annexed.
  - a. 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.

- b. 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 the Town with a two (2) year guarantee for all public improvements, which two-year warranty period shall run from the date of conditional or probationary acceptance. If requested by TOWN, ANNEXOR agrees to dedicate to TOWN any or all required public improvements.
  - e. The ANNEXOR agrees to enter into a SIA pertaining to such public 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 Final Plat(s).
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.
9. **SEWER SERVICE.** It is agreed by the parties that the PROPERTY will receive sanitary sewer service from the TOWN. The ANNEXOR shall comply at the time of development with all TOWN requirements. The TOWN shall require proof of purchase of a sewer tap for each building site before a building permit will be issued for the site.



10. **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 such drainage 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 such drainage 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 drainage 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.
11. **TRANSPORTATION FACILITIES.** The ANNEXOR has provided to the TOWN a traffic study in accordance with the criteria as specified by the TOWN as of the date hereof. 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 transportation 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 such transportation 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.
12. **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).
  13. **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.
  14. **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.
15. **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.
16. **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.
17. **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.

18. **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.

19. **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.
20. **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).
21. **SPECIAL PROVISIONS APPLYING TO THE HIGHLANDS ANNEXATION.** Certain special provisions shall apply to The Highlands Annexation as contained in **Exhibit B**



attached hereto.

22. **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 this AGREEMENT. The parties hereby declare that they would have agreed to this 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 reasonable attorney's fees and court costs, arising out of or resulting from performance or nonperformance of this AGREEMENT by the ANNEXOR or its employees or agents. 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 reasonable attorney's fees for the TOWN's defense counsel 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. **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this AGREEMENT, the prevailing party shall be awarded all costs and expenses, including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.
- 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 this 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 22.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.

**23. REPRESENTATIONS.**

- a. In addition to the other representations, warranties and covenants made by the parties, the parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this section 23.
- b. Full Authority. Each Party has the full right, power and authority to enter into, perform and observe this AGREEMENT.
- c. Other Instruments. Unless otherwise specified in this AGREEMENT, neither the execution of this AGREEMENT, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this AGREEMENT by each Party will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, or decree to which either Party is a party or by which either Party is bound.
- d. Binding Agreement. This AGREEMENT is the valid, binding and legally enforceable obligation of the parties and is enforceable in accordance with its terms. This AGREEMENT shall extend to, inure to the benefit of, and be binding upon the TOWN and its permitted successors and assigns and upon the ANNEXOR, its successors and assigns. Subsequent owners of a portion of the PROPERTY shall be bound by those provisions of this AGREEMENT which specifically apply only to those portions of the PROPERTY. This AGREEMENT shall constitute an agreement running with the PROPERTY until: (a) modification or release by mutual written agreement of the TOWN and the ANNEXOR or its permitted successors and assigns; or (b) expiration of the term of this AGREEMENT. Upon the conveyance or other transfer of the Property by the Owner to a different entity or person, and provided that the Owner is not in default at the time of conveyance, upon the conveyance of the Property the Owner shall have no liability under this AGREEMENT for any act or omission occurring after the date of such conveyance; in the event of conveyance or other transfer, the transferee shall be deemed to have assumed all liability for any act or omission arising under this AGREEMENT during the period of its ownership of the Property from and after the date of such conveyance or other transfer. At the request of the TOWN, such transferee shall execute a written agreement with the TOWN confirming the assumption of liability under this AGREEMENT.

**24. COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the








parties relating to the annexation of the PROPERTY. 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.

25. **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: THE STELLA S. GALLEGOS FAMILY TRUST AND RICHARD ROMEO, PERSONAL REPRESENTATIVE OF THE ESTATE OF PETE GALLEGOS, ALSO KNOWN AS PERFECTO GALLEGOS, DECEASED**

By: 

Name: Richard Romeo, trustee, Stella S. Gallegos Family Trust and Personal Rep. Estate of Pete Gallegos

Title: \_\_\_\_\_

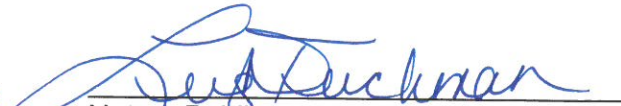
Date: 11-8, 2018

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Boulder )

The foregoing instrument was acknowledged before me this 8th day of November, 2018, by Richard Romeo as Trustee of Stella S. Gallegos Family Trust and Personal Representative of Estate of Pete Gallegos

My commission expires: 10/20/22

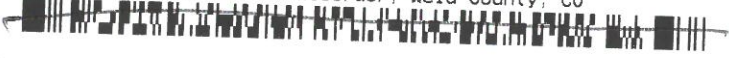
Witness My hand and official seal.

  
Notary Public

[SEAL]







TOWN:

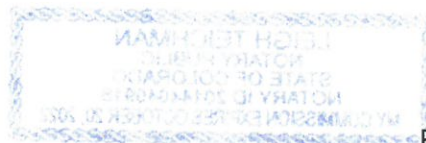
TOWN OF MEAD, a municipal corporation of the State of Colorado

*Joyce E Palaszewski*  
Mayor/ Mayor Pro Tem, authorized pursuant to Ordinance No. 886

ATTEST:

*Mary Edith*

Town Clerk





**EXHIBIT A**

**Legal Description  
The Highlands Annexation  
(the "PROPERTY")**

**PARCEL I:**

THE NORTH 1/2 OF THE SOUTH 100 ACRES OF THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO EXCEPTING THOSE PARCELS CONVEYED BY DEEDS RECORDED SEPTEMBER 15, 2005 AT RECEPTION NO. 3323096 AND JULY 5, 2017 AT RECEPTION NO. 4315144.

NOW KNOWN AS:

LOT B, RECORDED EXEMPTION NO. 1207-10-2-RE-2579, RECORDED NOVEMBER 16, 2000 AT RECEPTION NO. 2807299, LOCATED IN THE NW 1/4 OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID NORTHWEST 1/4 OF SECTION 10;

THENCE NORTH 00°23'44" WEST, A DISTANCE OF 25.51 FEET ALONG SAID WEST LINE OF SECTION 10;

THENCE NORTH 89°07'24" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°23'54" WEST, A DISTANCE OF 302.29 FEET; THENCE NORTH 88°51'54" EAST, A DISTANCE OF 1729.99 FEET; THENCE NORTH 88°52'22" EAST, A DISTANCE OF 879.52 FEET; THENCE SOUTH 00°24'21" EAST, A DISTANCE OF 821.96 FEET; THENCE SOUTH 88°54'27" WEST, A DISTANCE OF 2293.98 FEET; THENCE

NORTH 00°24'42" <sup>WEST</sup> EAST, A DISTANCE OF 341.63 FEET; THENCE SOUTH 89°07'50" WEST, A DISTANCE OF 14.76 FEET; THENCE NORTH 01°46'59" EAST, A DISTANCE OF 175.22 FEET;

THENCE SOUTH 89°07'28" WEST, A DISTANCE OF 307.43 FEET TO THE POINT OF BEGINNING,

THE ABOVE DESCRIBED PARCEL CONTAINS 1,981,309 SQUARE FEET OR 45.485 ACRES, MORE OR LESS.

**PARCEL II:**

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, WELD COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID NORTHWEST 1/4 OF SECTION 10;

THENCE NORTH 00°23'44" WEST, A DISTANCE OF 25.51 FEET ALONG SAID WEST



LINE OF SECTION 10;  
THENCE NORTH 89°07'24" EAST, A DISTANCE OF 30.00 FEET;  
THENCE NORTH 00°23'54" WEST, A DISTANCE OF 302.29 FEET;  
THENCE NORTH 88°51'54" EAST, A DISTANCE OF 1729.99 FEET TO THE POINT OF  
BEGINNING;  
THENCE NORTH 00°23'54" WEST, A DISTANCE OF 960.02 FEET; THENCE NORTH  
88°52'10" EAST, A DISTANCE OF 879.40 FEET;  
THENCE SOUTH 00°24'21" EAST, A DISTANCE OF 960.07 FEET,  
THENCE SOUTH 88°52'22" WEST, A DISTANCE OF 879.52 FEET TO THE POINT OF  
BEGINNING;  
THE ABOVE DESCRIBED PARCEL CONTAINS 844,258 SQUARE FEET OR 19.381  
ACRES, MORE OR LESS.

Total acreage (approximate): 64.86 acres, as more particularly shown in the annexation map  
on file with the Town Clerk.

EXHIBIT B

SPECIAL PROVISIONS APPLYING TO  
THE HIGHLANDS ANNEXATION

- 1. Initial 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 (Residential Single Family District) with a PUD Overlay. Because the zoning and rezoning of property in Colorado constitutes legislative action by a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zone district.
- 2. 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.



Town of Mead  
PO Box 626  
441 3rd Street  
Mead, CO 80542