

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 907**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
APPROVING AN ANNEXATION AGREEMENT WITH DAVID D.
HARFST AND LAURI C. HARFST, FOR THE HARFST ANNEXATION**

WHEREAS, David D. Harfst and Lauri C. Harfst (collectively, the “Owners”) are the record owners of approximately 4.3 acres of land located within the boundaries of the Harfst Annexation (the “Property”), which Property has been annexed to the Town of Mead by Ordinance No. 905; and

WHEREAS, the Town and the Owners have negotiated the terms of an annexation agreement, a copy of which is on file with the Town Clerk’s Office (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 the Owners, a copy of which is on file with the Town Clerk’s office, and authorizes the Mayor to execute the Annexation Agreement on behalf of the Town and further authorizes the Town Clerk to attest the Mayor’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.

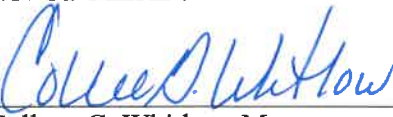
INTRODUCED, READ, PASSED, AND ADOPTED THIS 29TH DAY OF JULY, 2019.

ATTEST:

By: 
Mary E. Strutt, Town Clerk



TOWN OF MEAD:

By: 
Colleen G. Whitlow, Mayor

**ANNEXATION AGREEMENT
HARFST ANNEXATION**

THIS ANNEXATION AGREEMENT (hereinafter "AGREEMENT") is made and entered into this 23rd day of July, 2019, by and between **DAVID D. HARFST** and **LAURI C. HARFST**, hereinafter referred to collectively as the "ANNEXORS," 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 (40th) 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 ANNEXORS desire 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 Harfst 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 ANNEXORS wish to develop the PROPERTY for uses compatible with their objectives and those of TOWN; and

WHEREAS, the ANNEXORS acknowledge 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 ANNEXORS acknowledge 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 ANNEXORS have 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 (25th) 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 ANNEXORS agree 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS desire initial zoning of "A" (Agricultural) for the Property, in accordance with the land use categories contained in Chapter 16, **Mead Municipal Code**. All 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS agree that a Final Plat for the initial phase of development may be submitted with the Preliminary Plat for the entire PROPERTY. 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 ANNEXORS acknowledge, agree and accept 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 ANNEXORS agree 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 ANNEXORS appoint the Town Clerk as their agent for the purpose of petitioning for inclusion into said special districts, in the event ANNEXORS fail to do so, and the ANNEXORS agree to pay all costs associated therewith.
 - b. Nothing in this AGREEMENT shall provide the ANNEXORS 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 ANNEXORS'

development schedule, the ANNEXORS 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 ANNEXORS agree to design, construct and install at their 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 ANNEXORS 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 ANNEXORS' 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 ANNEXORS 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 ANNEXORS shall be specifically identified in the Subdivision Improvements Agreement (SIA) applicable to the PROPERTY.
 - d. The ANNEXORS agree 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, ANNEXORS agree to dedicate to TOWN any or all required improvements.
 - e. The ANNEXORS agree 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 ANNEXORS agree 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 ANNEXORS cannot acquire an off-site easement or rights-of-way necessary to develop the PROPERTY, the ANNEXORS 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 ANNEXORS shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.
 - h. The ANNEXORS agree to design, construct and install landscaping and park improvements at their 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS agree 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 ANNEXORS agree 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS agree 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 ANNEXORS 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 ANNEXORS shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXORS shall not alter historic flows in a manner that would adversely affect upstream, downstream or internal properties. The TOWN and the ANNEXORS 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 ANNEXORS, at their 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 ANNEXORS to obtain written consent from each property or facility owner for the changes before the TOWN will approve the plan. The ANNEXORS shall construct all improvements in an appropriate sequence to meet the demands that development of the PROPERTY generates. The ANNEXORS shall meet all the TOWN's standards and specifications in effect at the time of construction. The TOWN may require the ANNEXORS 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 ANNEXORS' 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 ANNEXORS' 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 ANNEXORS are 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 ANNEXORS, 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS' 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 ANNEXORS 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 ANNEXORS shall follow all applicable

provisions and standards of the **Mead Municipal Code**. The ANNEXORS agree 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 ANNEXORS' 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 ANNEXORS are 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 ANNEXORS 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 ANNEXORS shall preserve, construct, develop and dedicate to the METRO DISTRICT or homeowners' association (if applicable, and otherwise to the TOWN upon its request) 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS to execute a SIA. The TOWN shall require financial security by the ANNEXORS before development of all or any applicable phases of development, as required by the **Mead Municipal Code**.
 - b. Where the ANNEXORS construct public improvements that will also benefit other property owners and the public, reimbursement (if any) to the ANNEXORS may be pursued in accordance with the **Mead Municipal Code** in effect at the time of development, and as detailed in the ANNEXORS' SIA.
 - c. Where the ANNEXORS' property abuts or benefits from existing public improvements that have been constructed by others (including the TOWN), the ANNEXORS 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 ANNEXORS' 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 ANNEXORS agree to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the ANNEXORS 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 ANNEXORS 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 ANNEXORS agree, 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS agree that in the development of the PROPERTY, the ANNEXORS will comply with the TOWN's regulations with regard to setbacks from existing wells and production facilities for lots, streets and buildings.

 - b. The ANNEXORS agree 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 ANNEXORS, or the ANNEXORS' 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 ANNEXORS 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 ANNEXORS 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 ANNEXORS from requesting a period of vesting in excess of three (3) years, if justified based on economic cycles, market conditions, or other factors.

The ANNEXORS and the TOWN agree that vesting shall only occur in the event that the ANNEXORS specifically request the approval of the TOWN to designate the Final Plat as the "site specific development plan" for the PROPERTY. Failure of the ANNEXORS 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 ANNEXORS agree 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 HARFST ANNEXATION.** Certain special provisions shall apply to the Harfst 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 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.

- 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 ANNEXORS agree 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 ANNEXORS further agree 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 ANNEXORS' 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 ANNEXORS acknowledge 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 ANNEXORS. 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 ANNEXORS from engaging the TOWN's legal representatives or other counsel of ANNEXORS' 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 ANNEXORS.
- 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 ANNEXORS 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 ANNEXORS agree 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 ANNEXORS 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 ANNEXORS' 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 ANNEXORS, the Town will provide notice of such asserted default, at the same time notice is provided to the ANNEXORS, 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 ANNEXORS. If such interested parties are permitted, under the terms of their agreement(s) with the ANNEXORS, to cure the default and/or to assume the ANNEXORS' 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 ANNEXORS 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 ANNEXORS, their 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 ANNEXORS or their permitted successors and assigns; or (b) expiration of the term of this AGREEMENT. Upon the conveyance or other transfer of the Property by the ANNEXORS to a different entity or person, and provided that the ANNEXORS ARE not in default at the time of conveyance, upon the conveyance of the Property the ANNEXORS 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. 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: DAVID D. HARFST

David D. Harfst
David D. Harfst

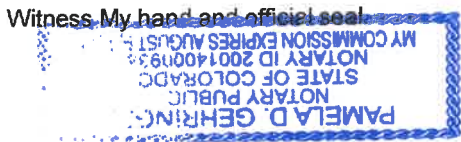
Date: 7/23, 2019

Address: 15152 County Rd 13 Platteville Co. 80651

STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by David D. Harfst.

My commission expires: 8/9/21



[SEAL]

[Signature]
Notary Public

ANNEXOR: LAURI C. HARFST

Lauri C. Harfst
Lauri C. Harfst

Date: 7-23, 2019

Address: 15152 County Rd 13 Platteville, CO 80651

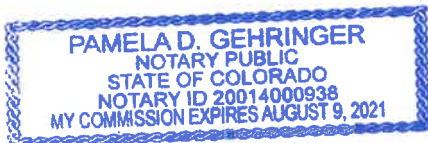
STATE OF Colorado)
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 23rd day of July, 2019, by Lauri C. Harfst.

My commission expires: 8/9/21

Witness My hand and official seal.

[SEAL]



[Signature]
Notary Public

TOWN:

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



Colleen G. Whitlow, Mayor, authorized pursuant to Ordinance No. 907

ATTEST:


Town Clerk

EXHIBIT A

**LEGAL DESCRIPTIONS FOR THE HARFST ANNEXATION
(the "PROPERTY")**

HARFST ANNEXATION No. 1
Legal Description

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, FROM WHENCE THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) BEARS NORTH 00°04'18" EAST A DISTANCE OF 2663.41 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), NORTH 00°04'18" EAST, 30.00 FEET TO A POINT ON THE TOWN OF MEAD CORPORATE BOUNDARY AS ESTABLISHED IN THAT CERTAIN ORDINANCE #879 RECORDED DECEMBER 11, 2018 AT RECEPTION No. 4452496, OFFICIAL RECORDS OF WELD COUNTY, COLORADO, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CORPORATE BOUNDARY, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89°17'23" WEST, 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD #13;
THENCE LEAVING SAID CORPORATE BOUNDARY, NORTH 12°27'11" EAST, 139.91 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4);
THENCE SOUTH 12°22'55" EAST, 139.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD #13;
THENCE SOUTH 89°17'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±4,088 SQUARE FEET OR ±0.094 ACRES OF LAND, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

HARFST ANNEXATION No. 2
Legal Description

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOGETHER WITH A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, FROM WHENCE THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) BEARS NORTH 00°04'18" EAST A DISTANCE OF 2663.41 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 89°17'23" WEST, 30.00 FEET TO A POINT;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°04'18" EAST, 30.00 FEET TO A POINT ON THE BOUNDARY OF HARFST ANNEXATION No. 1, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD No. 13, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), NORTH 00°04'18" EAST, 655.42 FEET TO A POINT;
THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 08°54'39" EAST, 384.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 13;
THENCE ALONG SAID EASE LINE, SOUTH 00°04'18" WEST, 275.03 FEET TO A POINT ON THE AFOREMENTIONED BOUNDARY OF SAID HARFST ANNEXATION No. 1;
THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES:

1. NORTH 12°22'55" WEST, 139.11 FEET TO A POINT;
2. SOUTH 12°27'11" WEST, 139.91 FEET TO THE POINT OF BEGINNING.

CONTAINING ±23,826 SQUARE FEET OR ±0.547 ACRES OF LAND, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

HARFST ANNEXATION No. 3 Legal Description

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, FROM WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) BEARS NORTH 00°04'18" EAST A DISTANCE OF 2663.41 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4), SOUTH 88°03'55" EAST, 30.02 FEET TO A POINT 30.00 FEET DISTANT FROM THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4);
THENCE LEAVING SAID SOUTH LINE, ALONG THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD No. 13, NORTH 00°04'18" EAST, 306.41 FEET TO A POINT ON THE BOUNDARY OF HARFST ANNEXATION No. 2, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID BOUNDARY, NORTH 08°54'39" WEST, 384.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 13;
THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 00°04'18" EAST, 295.26 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH LINE OF RECORDED EXEMPTION SURVEY RE-3115;
THENCE ALONG SAID PROLONGATION AND ALONG SAID NORTH LINE, SOUTH 89°55'43" EAST, 494.62 FEET TO THE NORTHEAST CORNER OF SAID EXEMPTION SURVEY;
THENCE ALONG THE BOUNDARY OF SAID EXEMPTION SURVEY THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°04'18" WEST, 300.11 FEET TO A POINT;
2. NORTH 89°56'44" WEST, 434.62 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 13;

THENCE LEAVING SAID BOUNDARY, ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°04'18" WEST, 374.59 FEET TO THE POINT OF BEGINNING.

CONTAINING ±159,563 SQUARE FEET OR ±3.663 ACRES OF LAND, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

EXHIBIT B

**SPECIAL PROVISIONS APPLYING TO
THE HARFST ANNEXATION**

1. The ANNEXORS shall, within thirty (30) days of the Effective Date of this AGREEMENT, dedicate and convey to the TOWN in fee simple, by Special Warranty Deed, that real property described in Exhibit B-1, attached hereto and incorporated herein, for roadway and associated purposes.
2. The ANNEXORS shall, within one hundred eighty (180) days of the Effective Date of this AGREEMENT, construct and install, at their sole cost and expense, screening in the form of an opaque fence, in that location depicted on Exhibit B-2, attached hereto and incorporated herein. Such fence shall be six (6) feet in height and constructed of six (6) inch wide cedar boards.
3. The ANNEXORS agree to design, construct, and install in accordance with all applicable TOWN standards, and at the ANNEXORS' sole cost and expense, a left-turn deceleration lane to service the point of access to the Property from Weld County Road 13 (WCR 13), should the current use of the Property, or redevelopment of the Property, result in trip generations (currently, greater than 10 vehicles per hour) that would require such auxiliary lane pursuant to the State Highway Access Code or other applicable law.
4. The ANNEXORS agree to design, construct, and install in accordance with all applicable TOWN standards, and at the ANNEXORS' sole cost and expense, a right-turn deceleration lane to service the point of access to the Property from Weld County Road 13 (WCR 13), should the current use of the Property, or redevelopment of the Property, result in trip generations (currently, greater than 25 vehicles per hour) that would require such auxiliary lane pursuant to the State Highway Access Code or other applicable law.

EXHIBIT B-1

LEGAL DESCRIPTION FOR ROADWAY DEDICATION

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY SIXTY FEET (60') OF LOT A OF RECORDED EXEMPTION No. 1209-18-3-RE3115 RECORDED SEPTEMBER 12, 2001 AT RECEPTION No. 2883059, COUNTY OF WELD, STATE OF COLORADO.

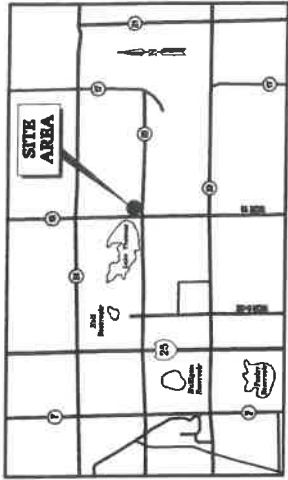
TOGETHER WITH THE WESTERLY SIXTY FEET (60') OF LOT B OF RECORDED EXEMPTION No. 1209-18-3-RE3115 RECORDED SEPTEMBER 12, 2001 AT RECEPTION No. 2883059, COUNTY OF WELD, STATE OF COLORADO.

EXHIBIT B-2

EXISTING CONDITIONS PLAN (OPAQUE FENCE REQUIREMENT)

HARFST ANNEXATIONS TO THE TOWN OF MEAD EXISTING CONDITIONS PLAN

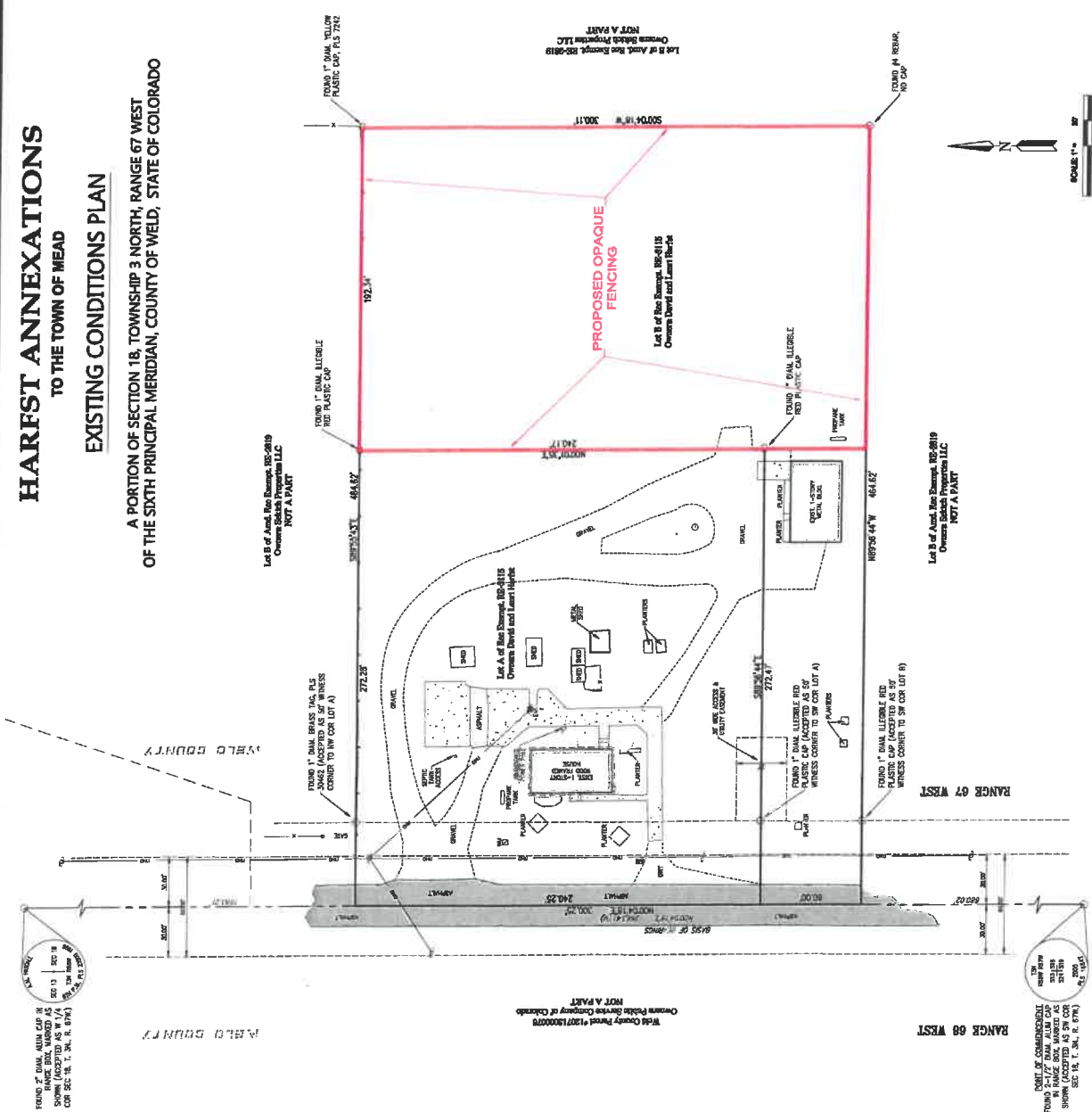
A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 67 WEST
 OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO



VICINITY MAP
 Not to scale

LIST OF SYMBOLS AND ABBREVIATIONS

SYMBOL	ABBREVIATION
(Symbol)	MONUMENT FORMER AS NOTED
(Symbol)	CHICKEN FEED
(Symbol)	RECORD
(Symbol)	46100000
(Symbol)	ARROW POINT CONTROL BOX
(Symbol)	ARE PROBABLY
(Symbol)	CONCRETE
(Symbol)	WATER METER
(Symbol)	WATER METER
(Symbol)	STEEL JOINT MANHOLE
(Symbol)	AREA DOWN OR STORM ALERT
(Symbol)	SMARTY SUMP MANHOLE
(Symbol)	SMARTY SUMP CLEANOUT
(Symbol)	AREA LIGHT OR STREETLIGHT
(Symbol)	CONCRETE
(Symbol)	CABLE TELEPHONE BOX
(Symbol)	ELECTRIC BOX
(Symbol)	ELECTRIC METER
(Symbol)	IRVING DOWN BOX
(Symbol)	TELEPHONE MANHOLE
(Symbol)	TELEPHONE BOX OR POOP
(Symbol)	WATER METER
(Symbol)	WATER METER ACCESSIBLE SPACE
(Symbol)	WELL OR POOL
(Symbol)	EXISTING WATER LINE
(Symbol)	EXISTING IRRIGATION LINE
(Symbol)	EXISTING SANITARY SERVICE LINE
(Symbol)	EXISTING STORM DRAIN LINE
(Symbol)	EXISTING GAS LINE
(Symbol)	EXISTING FENCE LINE
(Symbol)	EXISTING OVERHEAD UTILITY LINE
(Symbol)	EXISTING FENCING LINE
(Symbol)	EXISTING FENCING LINE
(Symbol)	EXISTING TRAFFIC SYSTEM MARKING
(Symbol)	EXISTING CABLE TELEPHONE LINE
(Symbol)	EXISTING FENCE LINE
(Symbol)	EXISTING RECORD EASEMENT LINE
(Symbol)	ADJOINING LOT OR PARCEL LINE
(Symbol)	TRACT BOUNDARY



POWER
 Surveying Company, Inc.
 16000 E. 10th Avenue, Suite 100
 Denver, CO 80231
 (303) 751-1234
 www.power-surveying.com

DATE OF SUBMITTAL: FEBRUARY 2019
 PREPARATION DATE: FEBRUARY 2019
 REVISION DATE:
 REVISION DATE:
 JOB NO.: 1811-17-252 DWS: 501-17-252-01
 SHEET 1 OF 1

