Town of Timnath Planning Commission
Regular Meeting
Tuesday, January 17, 2017 at 6:00 p.m.
Regular Meeting will be held at the Timnath Administration Building, 4800 Goodman Street, Timnath, Colorado

1. Regular Meeting Call to Order
   a. Roll Call
      Chairperson          Philip Goldstein
      Vice Chairperson     Kristen Seidel
      Commissioner         Donald Risden
      Commissioner         Scott Roys
      Commissioner         Dick Weiderspon
      Alternate            Marty Jost
      Alternate            Don Nohavec

2. Amendments to the Agenda

3. Administrative
   a. Determination of Alternate Voting (if necessary)

4. Public Comments
   a. Public Comment is a time for the Public to address the Planning Commission on any item that is not on the agenda as a public hearing.

5. Consent Agenda
   a. Approval of the January 3, 2017 Planning Commission Meeting Minutes

6. Business and Discussion Items
   a. Fisher Annexation - Public Hearing

7. Reports (if available)
   a. Commissioner Reports
   b. Town Manager
   c. Town Planner
   d. Town Engineer

8. Adjournment
Town of Timnath Planning Commission
Regular Meeting Minutes
Tuesday, January 3, 2017 at 6:00 p.m.
Regular Meeting was held at the Timnath Administration Building,
4800 Goodman Street, Timnath, Colorado

1. Regular Meeting Call to Order
Chairperson Goldstein called to order the meeting of the Planning Commission on Tuesday, January 3, 2017 at 6:00 p.m.

Present
Chairperson Philip Goldstein
Vice Chairperson Kristen Seidel
Commissioner Scott Roys
Commissioner Donald Risden
Alternate Marty Jost
Alternate Don Nohavec

Absent
Commissioner Dick Weiderspon

Others in attendance
Brian Williamson, Town Planner
Matt Blakely, Town Planner
Kevin Koelbel, Town Planner
Don Taranto, Town Engineer
Alisa Davidson, Town Building Permit Tech/Planning Tech
Craig Miller, Applicant for Timnath Beerwerks
Valerie Miller, Applicant for Timnath Beerwerks
Jim Rooney, Timnath Trail
Bill Albright, Timnath Trail
John G., JG Architects
Beth Butcher, Resident
Diane Fusaro, Resident
Denise Fisher, Resident
Pete Meyer
Raymond Wright, Resident
Debbie Carr, Resident

2. Amendments to the Agenda
None

3. Administrative
   a. Determination of Alternate Voting (if necessary)
      i. Alternate Marty Jost will be voting in the place of Commissioner Weiderspon.

4. Public Comments
   a. Public Comment is a time for the Public to address the Planning Commission on any item that is not on the agenda as a public hearing.
      i. None
5. Consent Agenda  
   a. Approval of the November 1, 2016 Planning Commission Meeting Minutes  
      i. Chairperson Goldstein seeks a motion for approval of the November 1, 2016 Planning Commission Meeting Minutes.  
      ii. Vice Chairperson Seidel makes a motion for approval.  
      iii. Commissioner Risden seconds the motion.  
      iv. Motion passes unanimously by 5-0 voice vote.

6. Business and Discussion Items  
   a. Timnath Beerwerks Conditional Use—Public Hearing  
      i. Matt Blakely introduces the item as detailed in the staff report.  
      ii. Craig Miller introduces the project and states that the mission for the Timnath Beerwerks is to create, produce, and provide beer of uncompromised quality to the customers. He also adds that the establishment will provide a social experience and atmosphere that is friendly and inviting while promoting community interaction and philanthropic endeavors. The deliveries will be coordinated to avoid high traffic hours in the morning and late afternoon. The delivery trucks will be small box trucks or vans, and delivery time should only last about fifteen to thirty minutes. The odors produced during the brewing process come mainly during the boiling of malted grain. It resembles the smell of oatmeal cooking. This process will occur up to three times per week and last about four hours. The Brewery will not prepare food, but packaged snacks will be available. Food trucks may be invited in the future. Business hours will be six days a week from noon to no later than nine at night with most nights being closed by eight o’clock. The number of employees will be five to ten with some being part time. The new parking lot provided by the owner can hold eighteen vehicles plus two spots for the residence above the brewery. Additional parking can be found down Main Street, possibly down 3rd Street east of the alley and on Kern Street between 3rd and 4th Street. The Town is currently in the process of conducting a parking study for future parking solutions. Bike racks will also be included. The goal is to create a fun and friendly environment, to be good neighbors, foster relationships with non-profit organizations, and to vitalize downtown Timnath.  
      iii. Chairperson Goldstein opens public comment.  
      iv. Beth Butcher says that the town needs to remember the history and the incidents that happened in the past when the Feed and Grain building was a bar. She asks if the Town has a noise and odor ordinance in place and what will happen if cars use the Post Office parking lot?  
      v. Dianne Fusaro is worried about the noise that will be coming from the patio area. She also wants to know if anything can be done if “Special Events” get out of hand and are held every weekend? She is worried that this could cause many disturbances to the surrounding residence. Dianne would like the Town to consider that traffic and parking will be a huge issue, limit the special events to two per quarter, no use of generators on food trucks, and a barrier on the south side of the business.  
      vi. Denise Fisher is concerned that the location of the brewery may have a negative impact to the nearby residents privacy, noise, parking and elementary school. She is also concerned about impaired drivers.  
      vii. Ray Wright welcomes the owners of the Timnath Beerwerks to The Town of Timnath. He reminds everyone that the old Feed and Grain Bar was open during old zoning regulations, old codes, and should stay old
history. He says that the downtown area has needed sprucing up and now it has begun.

viii. Debbie Carr is also concerned about the noise, parking, the use of tree nuts in the brewing process, and she says that parking on 3rd Street is not a good idea. When the Town closes streets for events this will cause more of a parking issue. She is concerned when the Timnath Beerwerks lease is up, what will happen when a new tenant enters the building? Mrs. Carr also submitted a letter to the Commissioners at the meeting.

ix. Chairperson Goldstein closes public comment.

x. Craig Miller assures the residents that the Brewery atmosphere will be family friendly and not be anything like the bar that once occupied the space.

xi. Mr. Miller states that his patrons will be informed not to park in the Post Office parking lot.

xii. Mr. Miller agrees that a limit to special events is a reasonable request. The types of special events could include, but are not necessarily limited to Toys for Tots and Diaper Rallies. These events would not include Poker Runs or anything of this nature.

xiii. Mr. Miller will be looking into a fence or some sort of barrier on the south side of the property. He will work with the property owners, Town, and possibly the Railroad Company to come up with a possible solution. The delivery zone could take place in the parking lot and share the same area as the food trucks. Mr. Miller understands that the food truck generators are loud and is willing to allow them to use the power from the Brewery. Some food trucks may not be able to do this, and they would still use the generators.

xiv. Mr. Miller understands that the parking is a big concern. The future employees will be asked to not park in the parking lot, and they will need to utilize Main Street. He reminds everyone that the Town is still conducting the parking study.

xv. Matt Blakely informs the residents that the Town does have a noise ordinance. Either Code Enforcement or the Police Officers will respond to any complaints. As for an Odor Ordinance, the Town is in the process of creating one.

xvi. Commissioner Risden asks where the exact location of the food trucks will be?

xvii. Mr. Blakely says that this is still being discussed with the applicant, but it will be onsite or directly adjacent to the Brewery.

xviii. Vice Chairperson Seidel asks if in the Conditional Use Permit that one of the conditions could be the food trucks not using generators for power, but rather using the Brewery’s power?

xix. Mr. Blakely says that this could be part of the Conditional Use Permit with the owners acceptance.

xx. Chairperson Risden wants to know the consequences for Brewery customers parking at the Post Office?

xxi. Mr. Blakely states that the Post Office parking lot is private property, so the Town is unable to enforce any parking complaints, but the Post Office can call and have the vehicles towed.

xxii. Commissioner Risden asks if a new business leases the location, would they have to go though the same process and obtain a Conditional Use Permit?

xxiii. Mr. Blakely says that the new business would have to apply for a Conditional Use Permit and go through the same process.

xxiv. Commissioner Risden asks who approves Special Event permits?
xxv. Mr. Blakely says the Town Administration, Planning Department, and Police Chief review the permits, and the Town Manager will make the final decision if the permit is approved or not.

xxvi. Chairperson Goldstein wants to point out that the Town has a Police Department with seven officers. During the time when the Feed and Grain had the bar, the Town did not have a Police Force.

xxvii. Vice Chairperson Seidel asks if other businesses in Old Town have parking that they are willing to share?

xxviii. Mr. Blakely says yes this is also an option. Fine and Funky has contacted the Town about possibly creating parking behind their building. This is still being discussed. The lot where the old Fire Station was, is also a possible area to utilize for parking.

xxix. Chairperson Goldstein wants the Town to stay proactive with the parking in Old Town. He asks if a problem does arise, can the Town require the business to do anything to address the issue?

xxx. Mr. Blakely explains that the Town cannot require the business to create more off site parking. The size of the building takes up two thirds of the site. We either allow for businesses to use the building and try to deal with parking issues as they come, or we don’t allow businesses at all. Again, the Town is still conducting the parking study to help understand and ultimately address these concerns.

xxxi. Alternate Jost asks if the Town can approve Special Event Permits with conditions?

xxxii. Mr. Blakely says yes they can have conditions.

xxxiii. Commissioner Roys asks what an “Event” is defined as, and is this for public events or also include private events?

xxxiv. Alternate Jost asks if a barrier could be constructed on the south side of the property to help with the noise?

xxxv. Mr. Blakely says that the parking lot is using the entire space, but it is possible to construct a fence to help with the noise.

xxxvi. Vice Chairperson Seidel asks if a fence will really help with the noise and privacy?

xxxvii. Mr. Blakely says that the fence could help with noise, privacy, and even headlights depending on the height and material used.

xxxviii. Vice Chairperson Seidel asks if the patio will be fenced?

xxxix. Valerie Miller states that per law the patio must have some sort of fence or barrier to control the area for consumption of alcoholic beverages.

xl. Alternate Jost asks if the patio area is allowed to have music, how the noise level will be enforced?

xli. Mr. Blakely says that the Town’s Noise Ordinance specifies decibel level for reasonableness.

xlii. Alternate Nohavec asks what time of day or night the brewing would occur?

xliii. Mr. Miller says that he hasn’t given it too much thought as to a specific time. He knows that it wouldn’t be during busy business hours because he will be helping his patrons.

xlv. Chairperson Goldstein seeks a motion for approval of the Timnath Beerworks Brewery Conditional Use with the conditions that the staff work with the applicant on a barrier to the south, limiting two events per yearly quarter, and food trucks not be allowed to use a generator.

xlvi. Commissioner Roys makes a motion for approval.

xlvii. Motion passes unanimously by 5-0 vote.
i. Mr. Blakely introduces the item as detailed in the staff report.

ii. Chairperson Goldstein opens for public comment.

iii. Jim Rooney says that he is in favor of the building height amendment because he is currently working on a multi-family project in the Riverbend Subdivision. Three story units are being proposed utilizing current building standards of 9 foot ceilings with 6:12 roof pitches that push the overall height past the 35 foot max allowed. He suggests a 15% height exception instead of 10%.

iv. Mr. Blakely says that staff hadn’t considered a 15% exception and would need to discuss and review the implications before making a recommendation.

v. Vice Chairperson Siedel asks if the 15% would be ok since the impact is potential minimal and that Council would be making the final approval anyway.

vi. Mr. Blakely states that would be acceptable.

vii. Chairperson Goldstein seeks a motion to approve the Land Use Code Amendments with the revision to allow Council to approve up to a 15% height exception.

viii. Vice Chairperson Seidel makes a motion for approval.

ix. Commissioner Risden seconds the motion.

x. Motion passes unanimously by 5-0 voice vote.

7. Reports (if available)
   a. Commissioner Reports
      i. None
   b. Town Manager
      i. None
   c. Town Planner
      i. Fire Station Grand Opening is scheduled for 1/28/17 from 9 am to 1 pm
   d. Town Engineer
      i. Summerfields Parkway is open, but we are having issues with drivers going around the barricades and using the old River Pass Road.

8. Adjournment
   a. Chairperson Goldstein seeks a motion to adjourn.
   b. Vice Chairperson Seidel moved to adjourn the meeting.
   c. Commissioner Risden seconded the motion.
   d. Motion passed unanimously by 5-0 voice vote.

Chairperson Goldstein adjourned the January 3, 2017, Planning Commission meeting at 8:02 p.m.

TOWN OF TIMNATH
PLANNING COMMISSION

Philip Goldstein, Chair

ATTEST:

Kevin Koelbel
PLANNING COMMISSION COMMUNICATION

Meeting Date: 01/17/17

Item: Annexation for the Fisher Property to the Town of Timnath located west of CR-5 (Main St) and south of CR-42E.

Presented by:
Matt Blakely
Community Development Director

EXECUTIVE SUMMARY: This annexation consists of a 235.92 acre parcel of land currently residing in Larimer County. The property is located to the south of and adjacent to CR 42E, and west of and adjacent to CR 5 (Main Street). The applicant is proposing +/-750 dwelling units for a density of approximately 3.17 DU/per acre, which is consistent with the Town’s Adopted Comprehensive Plan. The comprehensive plan designates Low Density Residential (LDR) over the majority of the property and small portion of Mixed Use (MU) adjacent to Main Street. The area is proposed to be zoned R-2 (Single-Family Residential) and RMU (Residential Mixed Use). Planning Commission will be considering the zoning application at a public hearing on 2/7/17. This annexation will set the stage for a new residential development parcel in the Town of Timnath. The petition has been reviewed against all applicable local code requirements and the Colorado Revised Statutes.

STAFF RECOMMENDATION: Staff recommends the approval of the Fisher Annexation

KEY POINTS/SUPPORTING INFORMATION:
Owner: Landhuis Company
Applicant: Jeff Mark
Application Type: Annexation Petition  Case Number: AX-2015-001
Parcel Size (Acres): Approximately 235.92 acres
Existing Zoning: FA-1  Proposed Zoning: R-2, Single Family Residential And RMU, Residential Mixed Use
Existing Land Use: Vacant/Farming  Proposed Land Use: Single Family Residential & Mixed Use/Commercial along with a potential Elementary School
Location: South of and adjacent to CR 42E, and west of and adjacent to CR 5 (Main Street)

Process Schedule

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<tr>
<th>Task</th>
<th>Description</th>
<th>Date</th>
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<tbody>
<tr>
<td>Application Submitted</td>
<td></td>
<td>07/15/15</td>
</tr>
<tr>
<td>Acceptance of Application</td>
<td></td>
<td>07/15/15</td>
</tr>
<tr>
<td>Referral Agency Notification</td>
<td>Referral comments were due by 08/7/15.</td>
<td>07/21/15</td>
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SERVICES:

Water: East Larimer County Water District
Sewer: Boxelder Sanitation District
Fire: Poudre Fire Authority
Special Districts: Future Fisher Metro District

Adjacent Zoning/Land Uses:

<table>
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<tr>
<th>Direction</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
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<tbody>
<tr>
<td>North</td>
<td>FA-1 (Unincorporated Larimer County)</td>
<td>Vacant/farming</td>
</tr>
<tr>
<td>South</td>
<td>FA-1 (Unincorporated Larimer County)</td>
<td>Vacant/farming</td>
</tr>
<tr>
<td>East</td>
<td>FA-1 (Unincorporated Larimer County)</td>
<td>Vacant/farming</td>
</tr>
<tr>
<td>West</td>
<td>FA-1 (Unincorporated Larimer County)</td>
<td>Vacant/farming</td>
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</tbody>
</table>

ADVANTAGES:

- The addition of this parcel to the Town of Timnath will be consistent with the existing residential character of the Town of Timnath
- Consistent with the Town of Timnath Comprehensive Plan
- Increase in the amount of residential land within the Town of Timnath
- It is situated close to the Old Town core
- Improvements to Main Street with the future development
- Potential adoption of a future Poudre School District Elementary School
**DISADVANTAGES:**
- Increase in services supplied by Town
- Increase in road infrastructure requiring Town maintenance

**FINANCIAL IMPACT:**
- Increase in use tax and property taxes
- Increase in development impact fees at the time of building permit

**RECOMMENDED MOTION:**
- Finding that a complete application was submitted and reviewed in accordance with all applicable Town of Timnath regulations, criteria outlined in section 10.2 of the Town of Timnath Land Use Code, and C.R.S. 31-12 have been met, I move to recommend approval of the petition for annexation of the property known as the Fisher Annexation to the Timnath Town Council, as it meets all criteria for annexation.

**ATTACHMENTS:**
1. Annexation Petition
2. Annexation Map
3. Annexation Impact Report
4. Draft Annexation Agreement
5. Annexation Assessment Report
PETITION FOR ANNEXATION

PETITION FOR ANNEXATION TO THE TOWN OF TIMNATH, COLORADO

THE UNDERSIGNED, being “landowners” as defined in C.R.S. § 31-12-103(6), hereby Petition the Town of Timnath, Colorado (the “Town”) for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit “A,” hereinafter referred to as the “Property.”

2. It is desirable and necessary that the Property be annexed to the Town.

3. The following requirements of C.R.S. § 31-12-104 exist or have been met:
   a. Not less than 1/6th of the perimeter of the Property is contiguous with the Town.
   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the Town.

4. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of $200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof;
   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality;
   d. The entire width of all streets and alleys to be included within the area annexed are included;
   e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district; and
   f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the
Property will not result in annexation of a platted street or alley which is not bounded on both sides by the Town.

5. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the municipal boundary in the past 12 months.

6. The Petitioners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.

7. The Petitioners request that the Town Council approve the annexation of the Property.

8. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.

9. The Petitioners reserve the right to withdraw this Petition in the event the Property is not zoned in accordance with the Annexation Agreement, if any.

10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

PETITIONERS:
LORSON SOUTH LAND CORP., a Colorado corporation

By: ________________________________
Name: Jeff Mark
Its: Vice President

STATE OF COLORADO )
COUNTY OF El Paso ) ss.

Subscribed and sworn to before me this 20 day of September, 2016, by
Jeff Mark as Vice President of Lorson South Land Corp., a Colorado corporation.

Witness my hand and official seal.
My commission expires: 1-3-17

SEAL

S. ALAN VANCIL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 18984020432
MY COMMISSION EXPIRES JANUARY 5, 2017

Notary Public
FISHER PROPERTY ANNEXATION TO TIMNATH


BEGINNING AT THE CENTER QUARTER CORNER OF SAID SOUTHEAST QUARTER OF SECTION 22;
THENCE NORTH 89°46'15" EAST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,611.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 AND A POINT ON THE TOWN LIMITS OF THE TOWN OF TIMNATH;
THENCE SOUTH 00°03'13" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 AND ALONG SAID TOWN LIMITS A DISTANCE OF 2,647.77 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 27;
THENCE SOUTH 89°43'34" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 22 AND ALONG SAID TOWN LIMITS A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 5;
THENCE SOUTH 00°08'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 998.35 FEET;
THENCE SOUTH 89°51'15" WEST A DISTANCE OF 168.00 FEET;
THENCE SOUTH 00°08'45" EAST A DISTANCE OF 237.00 FEET;
THENCE NORTH 89°51'15" EAST A DISTANCE OF 168.00 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE AND SAID TOWN LIMITS;
THENCE SOUTH 00°08'45" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CONTINUING ALONG SAID TOWN LIMITS A DISTANCE OF 1,330.14 FEET;
THENCE NORTH 89°56'10" WEST A DISTANCE OF 1,286.02 FEET;
THENCE NORTH 00°06'28" WEST A DISTANCE OF 1,914.41 FEET;
THENCE NORTH 28°26'45" WEST A DISTANCE OF 729.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22;
THENCE SOUTH 89°43'34" WEST ALONG THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 967.83 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°06'26" WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 2,649.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 10,276,877 SQUARE FEET, OR 235.92 ACRES.
MORE OR LESS.
Fisher Annexation Impact Report  
(AX-2015-001)  

December 14, 2016

Annexation Impact Report Requirements

Pursuant to C.R.S. Section 31-12-108.5, this document fulfills the Annexation Impact Report requirements for annexations in excess of 10 acres. The Town of Timnath has prepared the following report to satisfy said requirements and it contains the following items:

1. A map of the municipality and adjacent territory to show the following:
   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
   c. The existing and proposed land use pattern in the areas to be annexed.
2. A copy of any draft or final preannexation agreement, if available;
3. A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
4. A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
5. A statement identifying existing districts within the area to be annexed; and
6. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

Project Summary

The Fisher Annexation is intended to be subdivided into 750 single family lots with a variety of lot sizes between 6,000 sf and 12,000 sf, a mixed-use tract, a potential school site, and a common open space. Overall planned gross density is 3.17 dwelling units per acre. The 235.92-acre site is located west of County Road 5 (Main Street) and south of CR-42 (see attached annexation map). The east side of the property is contiguous to existing Town of Timnath right-of-way along County Road 5 (Main Street). In addition, the proposed annexation is located within the Town of Timnath Growth Management Area (GMA) Boundary.

Assessment of Community Need

Timnath, Colorado is a growing community. The Fisher Annexation will ultimately create a desirable product for future homeowners who want to move to the area and build on a larger than average lot and take advantage of the unobstructed views that this property offers. The community will encourage the use of pedestrian and bicycling by utilizing the local street, sidewalk and trail networks. The property is within short distance to Timnath Elementary and future planned employment and commercial adjacent to Prospect Road.

The development is compatible with the Town Timnath Comprehensive Plan adopted April 23, 2013 and is a desirable addition to the Town. Specifically, the following goals, objectives and action items as outlined in the Town’s Comprehensive Plan, are being achieved by this annexation:
1. Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the Town to provide services.
2. New development, redevelopment, and infrastructure investment should strive to promote healthy communities and active lifestyles by providing or encouraging enhanced bicycle and pedestrian circulation, access, and safety along roads near areas of employment, schools, and parks.
3. Target pedestrian and cycling infrastructure investments in areas near employment centers, schools, public parks and trails and as outlined in the PROST plan.
4. Ensure that zoning changes conform to the Comprehensive Plan.
5. Incorporate a plan consistency requirement into the zoning code.
6. Where feasible, annex lands adjacent to existing development prior to annexing other undeveloped areas to the town.
7. Enhance the quality of community amenities as a means of ensuring Timnath’s attractiveness to future employers.
8. Create a schedule for ongoing improvements to Timnath’s pathway system, including acquisition of rights-of-way for future development, agreements with private developers for path and trail construction, and other approaches.
9. Continue to pursue pathway and trail development and extensions throughout the GMA.
10. Develop a well-balanced transportation system that supports automobile, pedestrian and bicycle movement.
11. Provide on- and off-street bicycle lanes as well as sidewalks along urban streets throughout the community.
12. Require sidewalks on all streets in development approvals. All street reconstruction should include sidewalks.
13. Consider alternative transportation projects when prioritizing future parks, open space, and trails for the Parks, Recreation, Open Space and Trails Plan.
14. Develop a safe and efficient transportation system utilizing complete street concepts where feasible.
15. Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicyclists, as appropriate.
16. Provide frequent street crossings in developed areas with easily accessible pedestrian signals at intersections.
17. Develop an off-road pedestrian, bicycle and equestrian trail system that connects open spaces and recreation areas in and around Timnath as adopted in the Parks Recreation Open Space and Trails Plan.
18. Refer to the trails adopted in the Parks Recreation Open Space and Trails Plan during development review and require new trails be constructed or the right-of-way for new trails be provided as new developments are approved.
19. Provide an adequate level of public facilities, infrastructure and services for the residents of Timnath.
20. Require adequate infrastructure concurrent with development.
21. Review and monitor agreements with utility providers to ensure infrastructure will be planned and installed consistent with the Comprehensive Plan in a timely, efficient and cost effective manner.
22. Require new developments to connect to existing water and sewer systems and prohibit the proliferation of small private water and sewer systems.
23. Require developers to pay for 100% of the cost of providing infrastructure to support new developments, except when the development is part of a public-private partnership in which case the costs may be shared.
24. Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.
25. The Town will build upon its natural assets in providing a connected, balanced system of parks, trails, open space and recreation facilities that is equitably distributed and accessible to all residents.
26. Provide 5 acres of neighborhood parkland for every 200 dwelling units and 20 acres of community parkland, payment in lieu of land for all subdivision development.
27. Rely on private development to provide pocket parks within 0.25 mile of every resident in new subdivisions, and to meet a level of service of .5 acres per 50 dwelling units.
28. Locate neighborhood parks within 0.5 mile of the neighbors they are intended to serve, and in locations that are comfortably and safely accessible by pedestrians and bicyclists.
29. Design parks to provide for a variety of experiences that appeal to a broad range of interests, abilities and ages.
30. Provide accessible facilities and rehabilitate existing facilities to meet the requirements of the Americans with Disabilities Act (ADA).
31. Provide safe, enjoyable and comprehensive bicycle and pedestrian connections throughout Timnath.
32. Provide a multi-purpose community-wide core trail system that connects major destinations (e.g., neighborhood and community parks, regional trail systems, open space areas, recreation centers, schools, downtown, major event centers, etc.) and provides opportunities for trail loops with areas of interest along the route.
33. Connect neighborhood parks and neighborhood schools to a community-wide trail system with neighborhood connector (local) trails that are provided for and maintained by private development (where feasible and appropriate in the context of the neighborhood design).
34. Provide pedestrian and bicycle access (bike lanes and routes as appropriate for the road classification) throughout neighborhoods to facilitate safe, enjoyable routes between homes, parks and recreational amenities.
35. Ensure that new residential development contributes its fair share for parks and recreational facilities to the extent allowed by state law and Town code.
36. Town expansion and growth will recognize and design with the natural amenities within the community including wildlife, habitat, waterways and groundwater.

Summary of services extended to potential development by the Town of Timnath

Transportation System

Transportation improvements will include improvements to County Road 5 (Main Street). The Town of Timnath will maintain the areas within all public right-of-ways between back of curb to back of curb. The adjacent land owner or metropolitan district will be responsible for maintenance of the sidewalk, parkway, and irrigation within all public right-of-ways behind the back of curb.

Additional traffic impacts of the Fisher Annexation will be minimal to the existing surrounding transportation system infrastructure. The primary concern is with the increased demand to County Road 5 (Main Street). This road will be improved to near ultimate conditions along the property frontage until full ROW can be acquired to the north and south of the property. There is intended to be up to 3 possible access points to the property from County Road 5, one of which being County Road 42E, which will extend west from its current termination point of County Road 5 (Main Street). A traffic study will determine what improvements, if any, need to be made to the surrounding roads and access points.

Law Enforcement Impact

Initially, law enforcement will experience an increase in thefts and suspicious incidents within the construction area and complaints from the closest neighborhoods concerning the construction zone. We will work with the builders and make recommendations concerning how to secure the work sites and
buildings. As the homes are occupied and the neighborhood matures an increase in residential alarms, accidents, and traffic and neighborhood complaints will occur.

An additional officer is being added in early 2017. As build out occurs there will be the need for another officer to assist with commercial and residential case reporting and investigations.

**Financing methods for municipal services provided by of the Town of Timnath**

Municipal services provided directly by the Town will be funded in part by income generated from property and sales taxes as well as development impact fees and building permit fees. Portions of the property taxes generated will be distributed to the appropriate taxing entities within the Town per mil levee distribution amounts.

**Summary of services provided on behalf of the Town of Timnath**

**School Impact**

The Poudre School District provides education for the Timnath youth. Currently Poudre School District has two elementary schools within the Town limits, Bethke Elementary and Timnath Elementary. They currently hold property within or adjacent to the Town limits for a future middle school and high school. A recent bond initiative was passed to provide for the construction of a High School at County Road 5 and Prospect Road. They have been in contact with the Town and the Town has provided anticipated development potential including immediate and mid range projections including the Fisher Annexation. The Town hasn’t been informed of any objections to the addition of this development and the added pressure to the current school district facilities. There have been discussions between the property owner and the school district in potentially dedicating an elementary school site to the School District.

**Water and Sewer Service**

Sanitary Service: The Fisher Annexation will petition for inclusion in the Boxelder Sanitation District. The property can be served physically by an existing 27” gravity sanitary sewer line that has been extended to this property along County Road 42. An 18” gravity sanitary sewer line runs inside and along the west property line and has available capacity to serve the development.

Water Service: This property will petition for inclusion to be in the ELCO (East Larimer County Water District) and will be served with potable water by said district.

**Storm Drainage Impacts**

This property lies within the boundaries of the Boxelder Stormwater Authority. To mitigate negative effects of stormwater discharge from this property, the utilization of local and/or regional detention ponds will be needed. The use of these detention ponds will help the increased flows due to construction back to historic rates to reduce downstream impacts. Additionally, water quality control measures will be used internally and at detention pond locations to ensure adequate water quality for discharged waters.

The Boxelder Drainage is currently undergoing substantial improvements and it is anticipated that the floodplain will be removed from the property.
Telephone, Electric, Gas, and Cable Utility Impacts

These utility services will be provided by Xcel Energy, Century Link, and Comcast. Each of these providers currently provide service to the adjacent development and have infrastructure suitable to serve the Fisher Annexation.

Fire District Impact

Poudre Fire Authority currently provides fire district services to the annexed portions of Timnath. The Fisher Annexation is already in the Poudre Fire Authority service area and will continue to be serviced by the district.

Currently the Town is working with PFA to develop a fire station that will better serve the residents of Timnath. The fire station is located south of Harmony Road along Signal Tree Drive and set to open by the end of January 2017. The district has been working with the Town and reviewing the Town’s projected growth patterns and anticipated this development and the increased density in population.

Environmental Impacts of the Proposed Development

The property contains roughly 66.39 acres of wetlands, however the status of the wetlands is anticipated to change with the elimination of the boxelder floodplain. The wetlands will be delineated and jurisdictional determination made with platting of the property. Buffers to environmentally sensitive areas will be provided at platting.

The property is located in the range of many native animals to Larimer County and the Timnath area, however there are no endangered species that are known to inhabit the site.

Economic Development Potential

Changing property from an agricultural use to a residential use will have a direct increase in property tax revenues to the County and to the Town as well as any other taxing districts within the Town.

Existing and Adjacent Land Uses

North – Unincorporated Larimer County and zoned FA-1.

West – Unincorporated Larimer County and zoned FA-1.

South – Unincorporated Larimer County and zoned FA-1.

East – Unincorporated Larimer County and zoned FA-1.

Attachments:

1. Annexation Map
2. Draft Annexation Agreement
3. Annexation Petition
ANNEXATION AGREEMENT
FOR THE FISHER FARM ANNEXATION

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into to be effective the ___ day of __________, 2016, by and between Town of Timnath, a Colorado municipal corporation ("Town") and Lorson South Land Corp., a Colorado Corporation ("Property Owner" and collectively, the "Parties") and is made concerning the real property described on Exhibit A, attached hereto and incorporated herein by reference ("the Property"), and generally known as the Fisher Farm.

WITNESSETH:

WHEREAS, the Property consists of approximately 242 acres, more or less, located at the southwest corner of County Road 5 and County Road 42E; and

WHEREAS, Town and Property Owner will be entering into a subdivision improvement agreement (the ("SIA”), which will be recorded in the real estate records of Larimer County, Colorado, and which will govern the construction of public improvements on the property and will serve as a condition precedent to approval by the Town of any future plat or plats associated with the Property; and

WHEREAS, it is the intent of Parties that this Agreement contains all the obligations of Parties which shall be performed by Parties with respect to annexation of the Property.

NOW, THEREFORE, in consideration of the foregoing and the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby confessed and acknowledged, Parties hereto agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for annexation and development of the Property within the Town, and the fees to be paid by Property Owner upon annexation of the Property. All conditions contained herein are in addition to any and all requirements of Town and applicable state statutes, and are not intended to supersede such requirements, except as specifically provided in this Agreement. All exhibits attached hereto are incorporated herein by this reference and are an integral part herewith.

2. Annexation of Property. The Property shall be annexed to Town by ordinance, not by election, in accordance with the terms of this Agreement, including [ANY INCLUDED RIGHTS OF WAY AND ROADS], as shown on the annexation map attached hereto as Exhibit B. The annexation of the Property is subject to this Agreement and the Subdivision Improvement Agreement executed contemporaneously herewith.

3. Zoning and Development of the Property. The Property will be zoned R2 and MU. Property Owner will develop the Property in accordance with a final plat to be subsequently approved by the Town. The Property, or any portion thereof, may be rezoned or
the Final Plat amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

4. **Water Utilities.** Property Owner shall obtain water service from the East Larimer County Water District.

5. **Sanitary Sewer Utilities.** Property Owner shall obtain sewer service from Boxelder Sanitation District.

6. **Utilities and Infrastructure.** Parties recognize that Town does not provide infrastructure to serve the Property and Property Owner will be responsible for extending all utilities and streets to serve the Property. Failure of Property Owner to obtain utilities or provide streets to the Property shall not be grounds for disconnection.

7. **Water and Water Rights.** Property Owner acknowledges that Property Owner shall be required to meet Town Code requirements for irrigation of common areas, open space areas, and parks. Property Owner shall not be required to provide to Town any water or water rights, well or well rights, reservoir or storage rights, stock in mutual ditch and irrigation companies, or any other water or water rights appurtenant to or historically used in connection with the Property except as otherwise set forth herein.

8. **Fire Protection Services.** The Property Owner acknowledges and represents that Property Owner has submitted a Petition for Exclusion from the fire protection district currently serving the Property, as necessary, and that Property Owner has submitted a Petition for Inclusion into the Poudre Valley Fire Protection District.

9. **Coordination with Adjacent Properties.** Property Owner shall coordinate with owners of properties within Town adjacent to the Property to provide pedestrian and vehicular access between the Property and the adjacent properties as may be necessary to implement Town’s current transportation plan.

10. **Obligations Run with the Land.** This Agreement and the annexation map shall be recorded in the real estate records of Larimer County and all obligations herein shall run with the land and shall be binding upon and inure to the benefit of Parties hereto and their respective heirs, personal representatives, successors, and, to the extent permitted, assigns as the case may be.

11. **Cure of Legal Defects.** In the event that the annexation or zoning of the Property or any portion of this Agreement, is declared void or unenforceable by final court action, Parties shall cooperate to cure any legal defects cited by the court, and immediately upon such cure, Town shall reinstitute and complete proceedings to annex and zone the Property according to the terms of this Agreement and to otherwise carry out the terms and provisions hereof.

12. **Vested Property Rights.**

   a. **Acknowledgements.** Parties acknowledge the following:
(1) The Property is estimated to have a minimum of three (3) year build-out period for each phase of development and is expected to be constructed within 9 years in total for the initial three phases of development.

(2) Property Owner will be required to make substantial financial commitments and complete major public infrastructure improvements for the development of the Property.

(3) A material consideration of Property Owner’s annexation of the Property and Property Owner’s willingness to develop the Property within Town (rather than developing the Property within the County or another municipality) is Town’s agreement to permit development of the Property in accordance with the terms and conditions of this Agreement and the Final Plat, particularly the vested property rights granted herein.

b. Vesting of Property Rights. In recognition of the size of the development contemplated under this Agreement, the substantial financial investment and time required to complete the development of the Property, and the possible impact of economic cycles and varying market conditions during the course of development, Town agrees to grant extended vested property rights in this Agreement pursuant to Section 16.5.2 of the Timnath Municipal Code in accordance with the following “performance vesting” schedule. The initial vesting period for the Property shall be from annexation of the Property through three (3) years from the date of approval of each phase of development for the project beginning from an effective date of July 1, 2016 through July 1, 2025 (unless otherwise extended by mutual agreement of the Parties) (“Vesting Period”). Thereafter extended vested property rights shall be granted according to the following provisions and expressly on the conditions stated herein and in the Subdivision Improvement Agreement executed contemporaneously herewith. Such extended vested property rights shall be available to Property Owner for each “Phase” (defined below) of proposed development of the Property, as depicted in Exhibit C attached hereto and incorporated herein by this reference, shall be subject to vesting of property rights, conditionally and serially, as follows:

The initial Vesting Period shall be determined and defined at the time of final plat. However, it is currently anticipated that each phase of development shall require three (3) years to construct from the time of each phase of development’s approval by the Town. Based upon the current development and phasing plan, through December 31, 2028 (unless otherwise approved by the Parties by mutual agreement).
If Phase I is “completed through build-out” by December 31, 2019, provided there is approval received by the Town of Timnath for phase I development prior to December 31, 2019, the Vesting Period shall be extended through December 31, 2022, on condition that Property Owner applies to Town by December 31, 2019, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase I has been completed through build-out by December 31, 2019.

If Phase II is completed through build-out by December 31, 2022, the Vesting Period shall be extended through December 31, 2025, on condition that Property Owner applies to Town by December 31, 2022, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase II has been completed through build-out by December 31, 2022.

If Phase III is completed through build-out by December 31, 2025, the Vesting Period shall be extended through December 31, 2028, on condition that Property Owner applies to Town by December 31, 2025, and receives from Town, in writing, a letter authorized by Town Council concurring that Phase III has been completed through build-out by December 31, 2025.

For purposes of extended vested rights, the term “completed through build-out” shall mean, as respects a Phase of the Property, that (i) all public improvements required by Town for such Phase (per Town Code or agreement between Parties) have been constructed by Property Owner and that Initial Acceptance and provision to Town of Warranty Security has occurred pursuant to the Subdivision Improvement Agreement, (ii) that the Water District and the Sewer District have finally accepted the water and wastewater improvements and evidence thereof has been provided to Town, and (iii) that all obligations of Property Owner in the Amended and Restated Subdivision Improvement Agreement and this Agreement as the same may affect Property within such Phase have been performed to the satisfaction of Town in its sole reasonable discretion.

c. Compliance with Agreement and Final Plat. Pursuant to the contractual commitments made herein, Property Owner shall have vested property rights to undertake and complete the development and use of the Property under the terms and conditions of this Agreement, the Subdivision Improvement Agreement, and the Final Plat.

d. Final Plat. The Final Plat shall be considered a site specific development plan as defined by Colorado law and the Timnath Municipal Code for the conditional Vesting Period identified above for the Property and
conditional extended vesting periods for all subsequent phases of the Property.

e. **Limitation on Vested Rights.** Notwithstanding anything in this Section to the contrary, in no event shall the vested rights granted herein prevent Town, by its citizens through initiative or referendum or by Town Council, from acting as reasonably necessary to protect property, businesses or residents within the Town from natural or man-made hazards, which hazards if uncorrected would pose a serious threat to the public health, safety and welfare of residents, businesses or properties within Town.

f. **Infrastructure Standards.** Parties acknowledge and agree that Town Code and Town’s then-existing design and construction standards shall be applicable to all future construction of items historically considered to be public in nature, including generally, water lines, sewer lines, streets, drainage improvements, park improvements, traffic safety and control devices, etc. common to similar developments in Town. Accordingly, the vested rights previously granted and extended herein shall not include design and construction standards for public improvements. With regard to adjacent or prior constructed streets, Property Owner shall be responsible for upgrading or improving adjacent streets in accordance with the Town Code in effect at the time of development plan approval.

13. **Town Ordinances, Regulations, Codes, Policies, and Procedures.** To the extent consistent with vested property rights granted above, the provisions of this Agreement, and the Final Plat, the Parties agree that all current and future Town ordinances, regulations, codes, policies and procedures (collectively, “Regulations”) shall be applicable to the use and development of the Property. If such Regulations are inconsistent with the vested property rights granted herein, such inconsistent Regulations shall apply to development of the Property only if, in Town’s sole reasonable discretion, such Regulations are necessary to preserve the public’s health, safety and welfare. If the Property is replatted in any manner, all Regulations in effect at the time of replat shall be applicable to the use and development of the Property or portion of the Property that is subject to the replat. With regard to oil and gas rights, the Town agrees to work reasonably will not unreasonable withhold or delay any applications for gas & oil operations on the Property in accordance with and consistent with the Town policies and regulations in place with regard to oil and gas drilling and operations within the boundaries of the Town in effect at the time of approval of this Agreement.

14. If the development is considered a subdivision under the Regulations and a fee-in-lieu of dedication of land is due, such fee-in-lieu shall be due at such time as dedication of land would otherwise be required. The timing and procedures for determining the requirements, notices, or payment of a fee-in-lieu of dedication of land will be subject to written agreement between the Property Owner and the Town in accordance with the Subdivision Improvement Agreement (to be negotiated and agreed upon pursuant to the Town Regulations.
15. **Breach by Property Owner - Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by Property Owner, and until such breach is corrected, the Town may take such actions as are permitted and/or authorized by the ordinances of the Town, this Agreement, and/or other law as the Town reasonably deems necessary in order to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of Town from undue hardship and undue risk. These remedies include, but are not limited to:

a. The refusal to issue any building permit;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. Refusal to accept further land use applications for the Property;

d. Disconnection of the Property from Town;

e. Specific performance of this Agreement;

f. Placement of a lien on the Property to be collected with the property taxes;

g. Any other remedy available at law or equity.

Unless necessary to protect the immediate health, safety and welfare of Town or to protect Town's interest with regard to security given for the completion of the public improvements, Town shall provide Property Owner thirty (30) days prior written notice of its intent to take any action under this paragraph, specifying the claimed breach or default of such person or entity. If during such thirty (30) day period Property Owner commences to cure the breach described in the notice and proceeds reasonably thereafter to cure the breach, any action taken by Town to enforce this Agreement shall be discontinued and no further action shall be taken by Town to the extent that the Property Owner diligently pursues the cure to completion.

16. **Breach by Town: Property Owner’s Remedies.** Property Owner shall have any and all remedies against Town for breach of this Agreement available at law or in equity for a material breach of this Agreement by Town, including the right to seek statutory disconnection for a material breach which substantially impairs Property Owner’s ability to develop the Property.

17. **Attorney’s Fees.** In the event of any litigation to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to payment of its costs of litigation, including attorney fees, by the other party.

18. **Acknowledgement.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with Town Code and the laws of the State of Colorado. 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 Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of Town or its inhabitants; nor shall this Agreement prohibit the enactment by Town of any fee that is of uniform or general application.

19. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of Parties herein set forth. All notices so given shall be considered effective on the date of delivery, or facsimile if sent during normal business hours, or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which further notices shall be sent.

Notice to Town: Town of Timnath
4800 Goodman Street
Timnath, Colorado 80547
Telephone: (970) 224-3211
Facsimile: (970) 224-3217

with copy to: White, Bear & Ankele Professional Corporation
c/o Robert G. Rogers, Esq.
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Telephone: (303) 858-1800
Facsimile: (303) 858-1802

Notice to Property Owner: Lorson South Land Corp.
Attn: Jeff Mark
212 N. Wahsatch Ave., Suite 301
Colorado Springs, CO 80903
Telephone: 719-635-3200
Facsimile: 719-635-3244

with a copy to: Spence Fane LLP
Attn: David O’Leary
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Telephone: 303-839-3952
Facsimile: 303-839-3838

20. Assignment. Property Owner shall have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any person or entity that is an “affiliate” of Property Owner without the consent of Town. Property Owner shall also have the right to assign or transfer all or any of its interests, rights, or obligations under this Agreement to any other person or entity having the legal authority and financial ability to perform the obligations being assigned to such person or entity after at least thirty (30) days prior written
notice to Town. Upon such notice and written assumption of the obligations of Property Owner by an assignee, the assignor shall be relieved of any further obligations or liability with respect to the performance of any of the duties or obligations of Property Owner arising after the date such duties and obligations are assumed by the Assignee. The term “affiliate” as used hereinabove, shall mean and refer to any person or entity, directly or indirectly, controlling, controlled by, or under common control with Property Owner. The terms “controlling,” “controlled by,” or “under common control with,” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities or otherwise.

21. **Title and Authority.** Property Owner warrants and represents to Town that it is the record owner of the Property, except for county roads shown on the annexation map. Each person signing this Agreement on behalf of an entity represents and warrants that he or she has full power and authority to enter into this Agreement on behalf of the entity. Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

22. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the Parties with respect to the annexation of the Property to the Town and development of the Property within the Town. There are no promises, terms, conditions, or obligations other than those contained herein, which shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended only by written agreement between the Property Owner and the Town. In the event that the Property is subdivided and lots are sold to different individuals in the future, this Agreement may be amended by agreement between the Property Owner and the Town, without consent of such lot owners to the extent such amendment does not adversely affect such other lot owners in a material manner.

23. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and Parties shall cooperate to cure any such defect.

24. **Effective Date-Termination.** This Agreement shall be effective and binding upon both Parties but shall not affect the effective date of the ordinance annexing the Property to Town. This Agreement shall be terminated and considered null and void on the date of disconnection if the Property is subsequently disconnected from Town.

25. **Further Assurances.** The parties shall execute such additional documents and take such additional action as may be necessary to effectuate the intent of this Agreement.

26. **No Duress.** Parties agree that this Agreement is freely and voluntarily executed by them after extensive negotiations between them and an opportunity for each party to obtain legal advice.
27. **Execution and Counterparts.** This Agreement may be executed and filed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

28. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should any party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that exclusive venue of such suit or action shall be in Larimer County, Colorado.

29. **Time is of the Essence.** Time is of the essence for both parties with respect to the obligations herein. The Parties agree that they will each act in as expeditious a manner as is reasonably possible in performing the obligations herein.

30. **Third Party Beneficiaries.** This Agreement is made by and between Parties and their successors and, to the extent permitted, assigns and solely for their benefit. No third parties, including but not limited to adjacent property owners and/or individual lot owners or buyers, shall be entitled to enforce the duties or enjoy the rights created herein.

31. **Integration.** It is expressly understood that Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with documents approved by the Board of Trustees at a public meeting, the Town Code, and the laws of the State of Colorado.

32. **Captions.** The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

33. **Approvals.** Whenever approval or acceptance of Town is necessary pursuant to any provisions of this Agreement, Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.
IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.

TOWN: 
TOWN OF TIMNATH, COLORADO,
A Municipal Corporation

ATTEST:
Jill Grossman-Belisle, Mayor

______________________________
Milissa Peters, Town Clerk

PROPERTY OWNER:
LORSON SOUTH LAND CORP.,
A Colorado corporation

By: ________________
Name: ________________
Title: ________________

STATE OF COLORADO )
) ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this _____ day of ______, 2016, by _______________________, as ________________ of Lorson South Land Corp.

WITNESS my hand and official seal.

________________________________________
Notary Public
My Commission expires: ___________
EXHIBIT B
(Annexation Map)
The Fisher Property is a 235.92 acre site located north of Old Town Timnath on County Road 5 and is within Larimer County. As a component of the Annexation Application for the Fisher Property to the Town of Timnath, this Annexation Assessment Report outlines impacts of the annexation on the Town and outlines how the annexation complies with the Town’s key planning documents.

A. Assessment of Community Need
Annexation of the Fisher Property, and its subsequent development, is consistent with the Town of Timnath’s Comprehensive Plan and the community’s stated growth objectives. Future development on the Fisher Property will increase the Town’s tax base and provide high-quality housing opportunities within the Town limits, while clustering new development near Old Town Timnath. New parks and trails, as well as road improvements, associated with the development will enhance the Town’s recreation facilities and infrastructure, increasing capacity for the Town as it grows.

B. Economic Impact to the Town
The proposed annexation brings a variety of beneficial short and long term impacts to the Town of Timnath, not the least of which will be property tax revenue that will supplement the Town’s general revenue stream. As can be seen in Figure 1, the proposed community will generate in excess of $159,000 in annual property tax revenue at full development.

Further, the park impact fees associated with the community development will generate almost $2,751,750 million in additional revenue to the Town for park improvements over the life of the project. Development of the community is envisioned to include a portion of the Town’s hike and bike trail system that will provide connectivity to proposed on- and off-site neighborhood and community parks that may include recreational elements that complement the existing and proposed facilities within the Town. Potential improvements for the Fisher Property may include a private amenity center. The applicant proposes to meet requirements for community parkland through payment of cash-in-lieu fees.

Other impact fee generators for the Town (see Figure 1) include police ($151,000) and public buildings ($288,000). The development of a high quality master planned community with a wide range of amenities, will provide an attractive entry to the northern portion of Old Town Timnath, and will create homes for approximately 750 home owners. Residents of the community will likely to generate substantial sales tax revenue for the Town at the nearby Wal-Mart and Costco retail center. These two facilities are the closest available stores for shopping and will provide a wide variety of products and services for future residents of the Fisher Property.

Additional economic development for the Town, that is associated with this property, will be generated by the demand for construction materials, labor and the associated management personnel required for residential and non-residential building projects. Local companies, like Alpine Cabinets, will likely see an increased demand for high quality construction materials, and it is likely that new companies will be attracted to the Town. The market value of the Fisher Property at full build-out is likely to exceed $285 million.

These are short-term financial impacts estimated over the next 5-7 years, but at full build-out, a vibrant community life associated with the Fisher Property and the Town of Timnath will create a wide range of needs for professional services, restaurants, additional shopping areas, entertainment and personal services.
The 22.8 mixed use area of the site is envisioned to include residential uses as well as a potential school site should the district and developer determine one is necessary. Other uses permitted by the Residential Mixed Use zoning district include institutional, civic, public, business, commercial, and retail uses. As specific uses/users have not been identified at this early stage, it is not possible to forecast revenues for these uses at this time.

### FIGURE 1: ESTIMATED TOWN OF TIMNATH REVENUE SUMMARY

#### RESIDENTIAL
- **Average House Value**: $400,000
- **Number of Acres**: 235
- **Density Per Acre**: 3
- **Total Units**: 750
- **Total Taxable Value**: $300,000,000
- **Assessed Value at 7.9%**: $23,700,000
- **Mill Levy**: 6.749
- **Annual Timnath Property Tax**: $159,951

#### ESTIMATED PARK IMPACT FEES
- **750 Homes**
- **$3,669 Per Home**
- **Total Estimated Park Impact Fees**: $2,751,750

#### ESTIMATED POLICE IMPACT FEES
- **750 Homes**
- **$659 Per Home**
- **Total Estimated Police Impact Fees**: $494,250

#### ESTIMATED PUBLIC BUILDING IMPACT FEES
- **750 Homes**
- **$800 Per Home**
- **Total Estimated Building Impact Fees**: $600,000

#### ESTIMATED BOXELDER DRAINAGE IMPACT FEES
- **10.9 Acres**
- **$6,726 Per Acre Removed**
- **Total Estimated Boxelder Drainage Impact Fees**: $73,313

#### ESTIMATED COMMUNITY PARK PAYMENT IN LIEU FEES
- **750 Homes**
- **$1,740 Per Home**
- **Total Estimated Community Park Payment in Lieu Fees**: $1,305,000

#### ESTIMATED TRANSPORTATION IMPACT FEES
- **750 Homes**
- **$2,003 Per Home**
- **Total Estimated Transportation Impact Fees**: $1,502,250

#### ESTIMATED DRAINAGE / STORMWATER IMPACT FEES
- **750 Homes**
- **$560 Per Home**
- **Total Estimated Drainage / Stormwater Impact Fees**: $420,000

#### TOTAL ESTIMATED IMPACT FEES
- **$7,146,563**
C. Impact on Schools

Education services are currently provided by the Poudre School District, and as of today, any children living at the Fisher Property and involved with the public education system would attend Timnath Elementary School, Preston Middle School, and Fossil Ridge High School. There is currently no Intergovernmental Agreement (IGA) between the Town and the Poudre School District for land dedication requirements, though the two entities have a good working relationship to successfully negotiate school land dedication resolutions for development projects in the Town. Land dedications or payment of cash in lieu of dedications for the Fisher Property to off-set any impacts to the school district will be established based on Town criteria and/or negotiated between the applicant and the Town, per the standards established in Article 5 of the Land Use Code, at the time of Preliminary Plat when the final number of dwelling units is established and the estimated number of residents is established. The school district has expressed an interest in locating an elementary school on the Fisher property.

D. Sources of Water and Sanitary Sewer

East Larimer County (ELCO) Water District provides drinking water to homes and businesses located north and east of Fort Collins, Colorado, including Timnath. The boundary is roughly located at CR 40. The District was created by court decree on January 15, 1962. Before ELCO was created, there were no public water supply systems serving rural areas of Larimer and Weld Counties. Water quality and supply problems for rural residents were solved when ELCO installed water lines throughout the 53 square miles included within the District.

East Larimer County Water District is a political subdivision of the State of Colorado. It is governed and operated in accordance with the Colorado Special Districts Act. Special Districts are quasi-municipal corporations that provide services normally delivered by county and municipal governments. A directly elected five-member Board governs the District.

As a Special District, ELCO has the authority to issue bonds, condemn property and levy property taxes. Since its formation, the District has assessed property taxes during only three years in the early 1980’s. ELCO has always tried to rely on water sales revenue instead of property taxes to fund District operations.

ELCO’s water supplies consist of Colorado Big Thompson (C-BT) water and native Poudre River water. The Colorado Big Thompson Project collects and delivers on average more than 200,000 acre feet of water each year, mostly from the result of melting snow in the upper Colorado River basin west of the Continental Divide. The project transports water to the eastern slope via a 13.1 mile tunnel beneath Rocky Mountain National Park. C-BT water flows to more than 640,000 acres of irrigated farm and ranch land and 860,000 people in portions of 8 counties. The C-BT Project consists of 12 reservoirs, 35 miles of tunnels, 95 miles of canals, 7 hydroelectric power plants and 700 miles of transmission lines.

The Fisher property is located with the ELCO District boundary, therefore ELCO will provide domestic treated water to the Fisher property. The applicant has requested a Will Serve Letter from ELCO.

Sanitary Sewer for the subject property is provided by the Boxelder Sanitation District (boxeldersanitation.org). Boxelder is a Special District (Quasi-Municipal) and a political subdivision of the State of Colorado established under Title 32, Article 4 of the State Statutes, for the purpose of providing sanitary sewer service. The District was organized in 1965 and is governed by a five member Board of Directors. Board Members are qualified electors of the District and are elected to four year terms of office by the eligible voters of the District. Board members are required to be property owners within the district.

The District provides service for approximately 3,640 domestic and commercial taps. The collection system contains about 76 miles of sewer line varying from 6” to 30” in diameter. The existing wastewater treatment facility incorporates an aerated lagoon process with a permitted capacity of 2.34 MGD.
There are major trunk lines available to service the property. A 27" gravity sanitary sewer line has been extended to the subject property along County Road 42. An 18" gravity sanitary sewer line runs inside and along the west property line of the property and has available capacity to serve the development with gravity flow to the wastewater treatment plant located west of Interstate 25. There is no connection fee to the developer, who will tie into the existing main(s) at no expense, other than fees attributable to land development activity.

At the present time, there are no construction and maintenance bonds required for the construction of sanitary sewer improvements within a proposed subdivision.

The district has an existing treatment capacity of 3 MGD and currently has a treatment volume of 2 MGB. The treatment plant that services the subject property has recently been upgraded and has no regulatory issues. In September 2013, the facility was challenged by a 100 year flood event on the Cache La Poudre River, with no adverse effects. The district will provide a will-serve letter indicating that sewer capacity and service is available to the subject property with the provision of normal on-site mains, manholes and individual services installed by the developer.

The above information was provided by internet research and a meeting at the District Office on January 21, 2014, with Patricia Mathena, General Manager, and Eric Garner, District Engineer. Both parties may be reached at 970-498-0604.

E. Impact on the Existing Transportation System
According to the Town of Timnath Transportation Plan County Road 5, the principal arterial serving the site, has traffic volumes below 2,400 trips per day adjacent to the property. Projections for 2040 indicate volumes of 12,200 trips per day on County Road 5, though this will be subject to change as a result of the Fisher Property and other developments in the area. Annexation of this Parcel will increase traffic on County Road 5 north of Old Town Timnath but will allow for improvements to the County Road 5 adjacent to the Project including roadway widening, additional Right-of-Way dedication, and intersection improvements for approximately one mile of project frontage. Additionally, County Road 42E north of the Project will be extended to the west from its current termination at County Road 5. Additional improvements around Old Town Timnath including a bypass parkway are being planned by others outside the scope of this Project.

Overall, the annexation of this Parcel will provide additional and improved transportation infrastructure in the vicinity of the Project to safely and efficiently address the traffic demands.

F. Impact on the Existing Storm Drainage System
The Fisher Property lies within the boundaries of the Boxelder Stormwater Authority, established to manage the Boxelder Creek Watershed, which encompasses more than 260 square miles. The Boxelder Watershed extends from southeast Fort Collins north into Wyoming, and includes unincorporated areas is Larimer County as well as the entire town of Wellington and portions of the cities of Fort Collins, Windsor and Timnath.

More than 5,000 acres of land in the Boxelder Creek Watershed are in the floodplain. There is a Stormwater Development Fee due to the Town of Timnath on a per acre basis to reimburse the Town for improvements made to the basin removing the property from the Box Elder Floodplain that is assessed on a one-time basis in conjunction with construction of new homes.

Stormwater flows generated from the site will be increased with development and through the utilization of local and/or regional detention ponds, these flows will be reduced to historic rates to reduce downstream impacts. Additionally, water quality control measures will be used internally and at detention pond locations to ensure adequate water quality for discharged waters. Existing Flood Insurance Rate Maps indicate the presence of FEMA designated 100 year
floodplain through a portion of the property. The maps are currently being revised by FEMA, and the floodplain will be removed.

The Boxelder Drainage is currently undergoing substantial improvements and it is anticipated that the floodplain will be removed from the property.

Contact information for the Boxelder Basin Regional Stormwater Authority is as follows:
Stan Myers, PE, Pinnacle Engineering Group, Inc. 5110 Granite Street, Suite C, Loveland, Colorado 80538.

G. Impact on Law Enforcement
As reported by Chief Sherri Wagner on February 25, 2014, development of the Fisher Property is anticipated to generate an increase in calls from residents to the Timnath Police Department. However due to the lack of specific detail associated with the annexation request, the Police Department could not estimate the potential magnitude of the increase at this time. Given trends at other new subdivisions in the Town, Chief Wagner indicated there will likely be an initial increase in domestic calls related to parking, noise, pets, and others by residents of the Fisher Property and nearby neighbors. The Chief also indicated she expects these calls to taper off over time, once residents become accustomed to living in their new neighborhoods in this part of Timnath. Unsignalized intersections on County Road 5, with a history of serious traffic accidents, may need signal improvements, but Chief Wagner did not have information for when those improvements are planned to occur.

H. Impact on Poudre Fire Authority
The existing fire station located in Old Town Timnath is staffed by a volunteer force, but the Poudre Fire Authority reports that this situation is slated to change to a career force in 12 to 18 months when a new fire station is constructed. In light of this planned expansion of service in the Town, the Poudre Fire Authority does not anticipate that, at the time of annexation, the Fisher Property will prompt the need for additional fire protection. Future on-site construction will comply with municipal building codes.

I. Impact on Town Park Facilities
The new park and recreation facilities planned to be constructed as a part of development at the Fisher Property will appropriately increase the Town’s network of parks, trails, and open spaces based on Town park requirements. These impending new additions will be developed in accordance with the Parks, Recreation, Open Space and Trails (PROST) Plan and the Land Use Code’s regulations regarding park, trail, and open space design.

J. Impact on the Environment
Research on the Natural Diversity Information Source website hosted by the Colorado Division of Wildlife indicated that Larimer County is generally home to species such as the Canadian Goose, Mule Deer, Black Tailed Prairie Dog, the Ring Necked Pheasant, and Preble’s Meadow Jumping Mouse. Further GIS analysis indicates that the Fisher Property is located within the overall range of the Black Tailed Prairie Dog, Mule Deer, Preble’s Meadow Jumping Mouse, Ring Necked Pheasant, and the White Tailed Deer. The site is also generally located within the winter range of the Bald Eagle and the White Tailed Deer, and generally within the foraging area of the Canadian Goose. While the property is located within the broad range of these various species, no endangered species are known to inhabit the site. Additionally, portions of the Boxelder Drainage, which potentially carries the highest diversity of habitat, will be set aside as open space.

There are approximately 66.39 acres of wetlands on the site, however the status of the wetlands is anticipated to change with the elimination of the floodplain. The wetlands will be delineated and jurisdictional determination made
with platting of the property. Buffers to sensitive environmental areas will be provided as agreed upon with the town at the time of platting.

The site is currently under agricultural production with corn, beets and other crops being grown.

K. Economic Potential
As was discussed under point B above, the Fisher Property will have a substantial positive economic impact on the Town, producing an estimated $159,000 annually in property taxes, alone, at full build-out. Additional areas of income are also outlined above.

L. Compatibility with the Transportation Map
The Fisher Property will develop well within the planned transportation system for Timnath and the surrounding area. In the Town of Timnath Transportation Plan, County Road 5, Main Street, is located along the east edge of the property and is planned to be a 2 lane Principal Arterial in 2040 and a 4 lane Principal Arterial at buildout. County Road 42E located along the north edge of the property is not classified in the plan but included in this application as a collector road. Both of these primary roads planned in the immediate vicinity of the subject property will adequately accommodate the vehicle traffic associated with the Fisher Property build-out, as proposed land uses on the site are consistent with those anticipated in the Town’s Comprehensive Plan, namely low density residential and associated mixed uses. Internal streets will also be planned to meet Town standards for collector and local streets, as appropriate to provide circulation and access to all lots in the community.

M. Compatibility with the Comprehensive Plan
This proposed Annexation is generally compliant with the Town’s Comprehensive Plan 2013 and the Town of Timnath Development Design Standards for the I-25 Corridor. Compliance with the applicable portions of the aforementioned documents is outlined below.

- Comprehensive Plan 2013
  Comprehensive Plan 2013 is the most recent update to the Town’s Comprehensive Plan and is a response to approved plans supporting approximately 12 times the current population as well as the growth that continued through the recent economic downturn. The plan is constructed around five key areas: Land Use, Economy, Transportation and Infrastructure, Community Facilities and Services, and Parks and Recreation. The proposed Fisher Property annexation meets the intent and goals of those applicable items within the Comprehensive Plan. The following response identifies how this Annexation meets the applicable Comprehensive Plan criteria;

  Land Use
  Goals, Objectives, and Actions:
  - Goal: Develop land within Timnath by targeting non-residential development and allowing housing to develop based on market demand and the ability of the town to provide services.
  - Objective: New development, redevelopment, and infrastructure investment should strive to promote healthy and active lifestyles by providing or encouraging enhanced bicycle and pedestrian circulation, access, and safety along roads near areas of employment, schools, and parks.

  The plan for the Fisher Property will include an interconnected internal network of parks and trails, which will connect to the Town’s regional trail and open space network located in the southern portion of the site. The Town’s broader network
will ultimately provide pedestrian and bicycle access to Old Town Timnath and other economic and cultural centers of the community.

- **Objective:** Ensure that zoning changes conform to the Comprehensive Plan.

The applicant is seeking to annex and rezone the Fisher Property with land uses of R2: Single-Family Residential and MU: Mixed Use, which is consistent with the Town’s vision for the property as established in Comprehensive Plan 2013. The Comprehensive Plan indicates that the majority of the site will be LDR: Low Density Residential. The R2 zone permits a minimum lot size of 6,000 sf and this standard will be used throughout the R2 portion of the property. The proposed MU zoning is also directly compatible with the Comprehensive Plan’s MU designation for the remaining, central portion of the site. Uses allowed by the Mixed Use category include residential, institutional, civic, public, business, commercial and retail uses. The southern portion of the site is located within the Boxelder Drainage and will be preserved as open space, accommodating the regional trail proposed in this area.

- **Goal:** Amend the Land Use Code to encourage quality development.
- **Objective:** During the update of the development regulations, consider regulations that would require the appropriate public infrastructure and facilities to be programmed before new development is permitted.
  - **Action 33:** Require necessary transportation improvements needed to address the impacts of new development to occur concurrent with or prior to development.

  The County Road 5, Main Street, and County Road 42E rights of way will be dedicated as the property is platted. Additionally, required and negotiated transportation infrastructure improvements will be made at the time of development, to meet Town standards.

**Economy**

**Goals, Objectives, and Actions:**

- **Goal:** Require commercial and employment development in Timnath to occur in a manner and scale that enhances the community.

This annexation, zoning, and concept plan application proposes a pattern of growth and land use that places new residences proximate to Old Town Timnath, while the development’s mixed use area will include the potential for lower intensity commercial uses and community amenities. These uses should provide support in the Fisher Property community but not fundamentally compete with the economic vitality of Old Town or other economic centers in the Town.

- **Goal:** Enhance the quality of community amenities as a means of ensuring Timnath’s attractiveness to future employers.
Objective: Continue to pursue pathway and trail development and extensions throughout the GMA [Growth Management Area].

The design for the Fisher Property focuses attention on open space amenities and the regional trail network, providing residents with pedestrian and bicycle access to workplaces in the greater Timnath area.

**Transportation and Infrastructure Goals, Objectives, and Actions:**

- **Goal:** Develop a well-balanced transportation system that supports automobile, pedestrian, and bicycle movement.

- **Objective:** Provide on- and off-street bicycle lanes as well as sidewalks along urban streets throughout the community.
  
  - **Action 4:** Require sidewalks on all streets in development approvals. All street reconstruction should include sidewalks.

  Streets in the Fisher Property will comply with the Town’s required street sections, in accordance with the Town of Timnath’s Design Criteria Manual and Town of Timnath Transportation Plan including sidewalks where specified.

  - **Action 5:** Consider alternative transportation projects when prioritizing future parks, open space, and trails for the Parks, Recreation, Open Space and Trails Plan.

  Design for the Fisher Property began by first setting aside portions of the property as open space, designating trail corridors in accordance with the PROST Plan, and allowing connections of internal pedestrian and bicycle networks to the regional trail contained in the open space.

- **Objective:** Develop a safe and efficient transportation system utilizing complete streets where feasible.
  
  - **Action 6:** Design street cross-sections to include easily identifiable spaces for all users: drivers, pedestrians, and bicycles, as appropriate.

  Required Town street standards have designated travel lanes for automobiles, pedestrians, and bicycles and, where appropriate, these standards will be applied to the Fisher Property.

- **Objective:** Develop a continuous system of bicycle lanes and trails that connect the Downtown Core, New Town Center, activity centers and developing neighborhoods.

  The plan for the Fisher Property addresses this objective, and a number of following objectives and actions, by providing for the relevant portions of the regional trail which the PROST Plan designates for the site. This trail, in tandem
with other future designed bike lanes adjacent to existing and future roads, will tie the development to the Town’s growing trail network.

Community Facilities and Services

Goals, Objectives, and Actions:

- **Goal:** Coordinate with special districts and authorities that provide community services to ensure an appropriate level of service is maintained as the Town grows.

  Police protection for the Fisher Property will be provided by the Timnath Police Department. Emergency medical facilities are currently located approximately five miles from the site at the Poudre Valley Hospital, located at 1024 S. Lemay Ave., Fort Collins, CO 80524. A secondary urgent care clinic, the Harmony Urgent Care Center, is also located approximately five miles from the site at 2127 E. Harmony Rd., Fort Collins, CO 80528. Both are operated by University of Colorado Health. Fire protection and emergency services are provided by the Poudre Fire Authority. Station 10 is approximately 3 miles to the southwest and Station 8 which is currently under construction, will be located approximately 3 miles to the south when complete. Public schools are provided by the Poudre School District. Water will be provided by the East Larimer County Water District and sanitary sewer will be provided by the Boxelder Sanitation District.

- **Goal:** Cooperate with the school district in planning the location, siting and development of new schools to keep current with a growing population.

  Education services are currently provided by the Poudre School District, and as of today, any children living at the Fisher Property and involved with the public education system would attend Timnath Elementary School, Preston Middle School, and Fossil Ridge High School. There is currently no Intergovernmental Agreement (IGA) between the Town and the Poudre School District for land dedication requirements, though the two entities have a good working relationship to successfully negotiate school land dedication resolutions for development projects in the Town. Land dedications or payment of cash in lieu of dedications for the Fisher Property to off-set any impacts to the school district will be established based on Town criteria and/or negotiated between the applicant and the Town, per the standards established in Article 5 of the Land Use Code, during the platting process when the final number of dwelling units is established and the estimated number of residents is established. The school district has expressed an interest in locating an elementary school on the Fisher property.

- **Goal:** Cooperate with the Poudre Fire Authority on preparation of the site plan for the new station to ensure coordination for location and access for emergency vehicles.

  The existing fire station located in Old Town Timnath is staffed by a volunteer force, but the Poudre Fire Authority reports that this situation is slated to change to a career force in 12 to 18 months when a new fire station is constructed. In light of this planned expansion of service in the Town, the Poudre Fire Authority does not anticipate that, at the time of annexation, the Fisher Property will prompt the need for additional fire protection.
Parks, Recreation and Open Space

Goals, Objectives, and Actions:

- **Goal:** The Town will build upon its natural assets in providing a connected, balanced system of parks, trails, open space and recreation facilities this is equitably distributed and accessible to all residents.

This goal, and many of the subsequent objectives and actions contained in this portion of the Comprehensive Plan, outline park dedication requirements which are also echoed in the Town’s Land Use Code. These size, siting, and design standards will be met as the Fisher Property moves from concept planning into the platting process.

- **Goal:** Provide safe, enjoyable and comprehensive bicycle and pedestrian connections throughout Timnath.
  - **Objective:** Provide a multi-purpose community-wide core trail system that connects major destinations (e.g. neighborhood and community parks, regional trail systems, open space areas, recreation centers, schools, downtown, major event centers, etc.) and provides opportunities for trail loops with areas of interest along the route.

  The open space portion of the Fisher Property will include a regional trail, as described in the PROST Plan, which will ultimately provide access to major destinations in the Town as well as the Town’s proposed loop trails. The park dedication standards included in the Comprehensive Plan were first established in the PROST Plan and will be met by the Fisher Property, as appropriate. Additionally, the PROST Plan includes results of a November 2010 community survey, indicating the priorities of the community. Highly important park elements were walking paths, multi-purpose trails, playgrounds, gathering spaces, and turf areas which, among other features, will be incorporated into the plans for parks and open spaces on the Fisher Property, as appropriate.

  - **Objective:** Connect neighborhood parks and neighborhood schools to a community-wide trail system with neighborhood connector (local) trails that are provided for and maintained by private development (where feasible and appropriate in the context of the neighborhood design).

    An internal network of trails and sidewalks will provide for internal pedestrian and bicycle circulation and will connect to the regional trail corridor, as appropriate. Maintenance will be addressed at the time of Preliminary Plat.

  - **Objective:** Establish standards for open space corridors associated with various types of trails, and location trails to provide pleasant and safe experiences.
    - **Action 20:** Include designated open space and trails as part of the design for new developments.

    Portions of the Boxelder Drainage are planned to be used as open space, as well as other areas that are identified within the property at a
later time. A regional trail will be situated on the property, as identified in the Sketch Plan, in order to provide access to the open space and the greater Timnath-area trail network.

- **Goal:** Develop and maintain parks, trails and recreational facilities in an environmentally sensitive manner.
  - **Objective:** Place emphasis on the use of non-irrigated landscapes, native species and low water plant material.

Where feasible, natives plant species and low-water requirement plants will be used to reduce the irrigation needs of the Fisher Property.

- **Town of Timnath Development Design Standards for the I-25 Corridor**
  
  The Town of Timnath Development Design Standards for the I-25 Corridor establishes requirements for future development along the I-25 corridor within one mile of the interstate. The Fisher Property falls within the jurisdiction of these standards and meets their criteria, as is established below:

I. INTRODUCTION

B: Corridor Design Principles

Principles:

- **Principle 2:** Coordinate local and regional transportation investment to increase future mobility and more choices within the Corridor.

  The I-25 standards establish a preference for a north-south roadway system, which will serve as a future alternative to the interstate. Located on County Road 5, the Fisher Property fronts onto and gains primary access from such a corridor that is planned to be further enhanced as a bypass arterial around Old Town Timnath. Fisher development will improve the CR 5 (Main Street) roadway along the property frontage, thereby enhancing the corridor.

- **Principle 3:** Preserve natural areas, open lands, and views that contribute to the open character of the corridor.

  Contained within the Fisher Property is the Boxelder Drainage, portions of which will be designated as open space. Given the Town’s requirement that 20% of the site be dedicated to the Town as open space, additional lands will be dedicated for open space during the platting process. Trail access to, and through, the open space will provide for recreation and enjoyment of the residents, while the open space’s general east-west alignment visually breaks up the developed area for motorists on the interstate and on County Road 5. Adjacent to the western boundary of the north portion of the Fisher property is a Fort Collins conservation easement that will retain open space in perpetuity.

III. LOCATIONAL STANDARDS

D: Preferred Location of Residential Uses

1. **Single Family Residential:**
- **Timnath Locational Standard:** Building envelopes containing low-density residences such as single family homes or duplexes shall not be located within ¼ mile of the I-25 right-of-way.

  The entirety of the Fisher Property is located greater than ¼ mile from the I-25 right-of-way, therefore single family homes or duplexes are permitted land uses.

2. **Multi-Family Residential:**

   - **Timnath Locational Standard:** Multi-family residential uses shall be located within or adjacent to mixed-use activity centers, where employment, retail/commercial services, schools, recreation, transit service, and other amenities are available.

   Future multi-family residential uses may be constructed in the Mixed Use zone on the property. This future zoning has been established by the Comprehensive Plan for the GMA and has been carried forward in this application.

E: **Preferred Location of Non-Residential Uses**

1. **Commercial and Retail Development:**

   - **Timnath Locational Standard:** Commercial and retail development shall be concentrated within activity centers and discouraged in a linear “strip” form along frontage roads.

   Any commercial or retail development constructed in the Fisher Property will be located in the MU zone, which is not accessed by an I-25 frontage road and is rather primarily served by County Road 5.

V. **DESIGN STANDARDS FOR AREAS IN BETWEEN ACTIVITY CENTERS**

C: **Resource Protection**

1. **Protection of Natural Features, Resources, and Sensitive Areas:**

   - **Timnath Standard:** Development shall not be located in the 100-year floodplain or delineated wetland boundaries as defined by the Town of Timnath unless mitigation measures have been undertaken in accordance with the Timnath Town Code.

   The Boxelder Drainage is currently undergoing substantial improvements and it is anticipated that the floodplain will be removed from the property. There are approximately 66.39 acres of wetlands on the site, however the status of the wetlands is anticipated to change with the elimination of the floodplain. The wetlands will be delineated and jurisdictional determination made with platting of the property.

2. **Preservation of Existing Trees and Vegetation:**

   - **Timnath Standard:** To the extent feasible, existing significant trees and vegetation shall be preserved.

   Where feasible, significant existing vegetation on the Fisher Property will be preserved, though the current grazing and agricultural use of the property functionally means that there are no significant trees or vegetation.

D: **Development Pattern/Site Layout**
2. Setbacks from I-25:

**Intent:** Non-residential development occurring in between activity centers should be set back from frontage roads and the I-25 right-of-way to help deter linear, strip development patterns from connecting activity centers, minimize impacts on views, and maintain a more open character. Development should also be clustered towards the rear of the site where possible, to help achieve this goal.

While the Fisher Property is not located in a designated activity center in the I-25 standards, the MU portion of the site is located on the eastern portion of the property and is therefore screened from the interstate by internal residential development.

7. Fencing and Walls:

**Timnath Standard:** In residential subdivisions visible from I-25, perimeter fencing shall be of an open style, such as 2, 3, or 4 rail, split rail, wood post, or other fencing as allowed in the Timnath Town Code.

Any perimeter edge fencing visible from I-25 will primarily be of an open, rural character so as not to block views of the mountains from residents and to be generally consistent with the architectural character and requirements of the Town.

N. Compatibility with the Town’s Land Use Code

This Annexation Application is generally compliant with all applicable Town of Timnath codes and standards. Compliance with the applicable portions of the Land Use Code is outlined below.

- **Timnath Land Use Code**
  - **Article 5. Development Standards**
    - The Fisher Property intends to meet the principles and guidelines of the Community Design Principles portion of the Land Use Code. The following outlines the guidelines that are applicable at this stage in the development process and how this development meets the intent of those guidelines.

  - **5.1.2 Vision and Intent:** …to create a vital, cohesive, well-designed community in order to preserve and enhance its small-town character…

    The design for the Fisher Property will comply with the vision and intent of the Timnath Land Use Code to the extent feasible, given the constraints of the site and the intentions of the proposed development. Where appropriate, the plan will include a modified orthogonal street pattern, echoing the traditional walkable forms in the Town, including street trees and sidewalks. Viewsheds of the mountains will be generally preserved through the open space, while parks and public spaces located throughout the neighborhood will create an open, friendly environment where neighbors can get to know one another.

  - **5.7.1 Standards of Design:** …insure that new development, renovation, and reconstruction are designed, sized, and sited to achieve functionally efficient, economically productive, and pedestrian friendly, aesthetically pleasing development which contributes to the stability, vitality and long term livability of the Town…

    - **B. Neighborhood Structure:**
Per the Town’s design principles, The Fisher Property design will generally include an interconnected network of trails, pedestrian-oriented streets, a variety of housing types, parks and open space, and tree lawns on roads, where feasible. The Fisher Property will comply with other design principles by designing streets as public spaces through the use of sidewalks and tree lawns, offering a bicycle network and connections to the regional trail identified in the PROST Plan, mixing land uses, and respecting the natural topography of the site by setting aside portions of the Box Elder Drainage as open space.

- **5.7.5 Sidewalks, Multi-Use Pathways and Trails:**
  - **5.7.5.2 A. General Provisions:**
    The plan for the Fisher Property provides for an “interconnected network” (p. 16-2-14) of trails and paths, as prescribed by the Land Use Code. Trail elements will include a neighborhood-wide network of walks and trails, which will lead pedestrians and cyclists to the regional trail located in the open space and to separate automobile traffic from pedestrian and bicycle traffic, where practical. Additionally, the plan will generally comply with the other design requirements of the code, including trail engineering standards.

- **5.7.6 Parks and Open Space:**
  - **5.7.6.2 Types of Parks and Open Space:**
    By developing a number of types of parks, trails, and open spaces the Fisher Property intends to provide residents with opportunities for recreation and the chance to enjoy the outdoors, while also creating new parks and trails for the Town’s park network. Trails will run throughout the neighborhood and will connect to the regional trail that will generally provide regional connectivity.

  - **5.7.6.3 General Provisions:**
    Adequate public access will be provided to open space within the Fisher Property, while any pocket parks will be easily accessible for residents. Views of open space and the mountains will be maintained when possible, and the easements on-site may become community open space or trail amenities.

- **5.7.7.1 Landscape Design:**
  Consistent with the Town’s landscape design standards and intent, landscaping improvements for the Fisher Property will be an integral part of the overall site design for each property, and will help establish a neighborhood identity overall through the creation of pleasant tree-lined streets. Additionally, such improvements will minimize water demands, particularly in open spaces and naturalized areas. Natural features will be emphasized and enhanced, while new entry monumentation will help establish a unique neighborhood identity and establish a sense of place. Vehicle sight triangles and other safety issues will also be incorporate into the design.

**Article 3. Zoning Districts Established**
The Fisher Property Annexation Application has been prepared based on the Town of Timnath standards and regulations, including the zoning code. Every effort was made to address these standards as well as possible at this stage of the development review process. Future stages of the
development process for the Fisher Property will focus on meeting the Town of Timnath’s high standards for quality planning and design.

O. Adjacent Land Uses
The Fisher Property and all but one adjacent parcels are located within Larimer County and are currently zoned FA-1 Farming, according to the Larimer County Zoning Map. The parcel to the northeast of the northeast corner of the site is currently zoned E-1 Estate, with 21 lots in Timnath Meadows Estates with lots sizes of approximately 1.75 to 2 acres in size also according to the Larimer County Assessor’s site. The current FA-1 zoning permits a variety of agricultural, residential, institutional, and other uses of generally rural character. There are no anticipated conflicts in land use between the Fisher Property and neighboring land uses. The proposed land use is consistent with the Town’s proposed future development scenario, as shown in the Comprehensive Plan on the Revised Future Land Use Map. To the west of the north portion of the site is a Fort Collins Conservation Easement. Residential county development exists north and east of the property with 21 lots zoned E-1 with a lot size of approximately 1.75-2 acres. Platted county development is found to the east, and there is an existing outparcel along the west side of County Road 5.