

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 23, SERIES 2015**

**A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH
THE TOWN OF TIMNATH, SOUTH FORT COLLINS SANITATION DISTRICT,
TIMNATH RANCH, LLC, HARMONY, LLC, TIMNATH FARMS INVESTMENTS,
LLC, CAC TIMNATH, LLC AND RIVERBEND VENTURES, LLC**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Memorandum of Understanding between the Town of Timnath, South Fort Collins Sanitation District, Timnath Ranch, LLC, Harmony, LLC, Timnath Farms Investments, LLC, CAC Timnath, LLC, and Riverbend Ventures, LLC, (the “MOU”); and

WHEREAS, the Town Council is familiar with the MOU and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The MOU is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

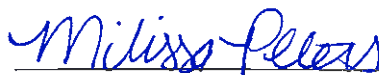
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON APRIL 14, 2015.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is executed this _____ day of _____, 2015 by the undersigned, SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC, HARMONY, LLC, TIMNATH FARM INVESTMENTS, LLC, CAC TIMNATH, LLC, RIVERBEND VENTURES, LLC, AND THE TOWN OF TIMNATH, a home rule municipality of the State of Colorado. The undersigned acknowledge the following:

1. SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC, HARMONY, LLC, and TIMNATH LAND AND CATTLE CO., II, LLC are parties to a certain reimbursement agreement dated May 24, 2005 (the "Reimbursement Agreement"). Such Reimbursement Agreement is filed of record in the Clerk and Recorder's office of Larimer County, State of Colorado at **Reception Number 2005-0059203**.

2. Pursuant to the Reimbursement Agreement TIMNATH LAND AND CATTLE CO. II, LLC agreed to be responsible for thirty eight (38%) of the "Reimbursable Project Costs" as further described in the Reimbursement Agreement.

3. TIMNATH FARM INVESTMENTS, LLC assumed, pursuant to the Assignment and Assumption of Reimbursement Agreement entered into with TIMNATH LAND AND CATTLE CO. II, LLC and filed of record in the Clerk and Recorder's office of Larimer County, State of Colorado at **Reception Number 2005-0103920**, nineteen percent (19%) of the Reimbursable Project Costs, such amount being the total amount attributable to the property referred to as "Timnath Land South" in the Reimbursement Agreement. Timnath Farm Investments, LLC's portion of the Reimbursable Project Costs has been paid and they are no longer subject to the Reimbursement Agreement.

4. TIMNATH LAND AND CATTLE CO. II, LLC, which is now known as CAC TIMNATH, LLC remains responsible for the nineteen percent (19%) of the Reimbursable Project Costs associated with the property referred to as "Timnath Land North" in the reimbursement agreement.

5. Per a "Release of Reimbursement Agreement and Acknowledgement of Receipt of Payment" dated May 25, 2007 between SOUTH FORT COLLINS SANITATION DISTRICT, TIMNATH RANCH, LLC AND HARMONY, LLC, the Reimbursable Project Costs of \$1,904,297.92 were used to determine the sum paid by TIMNATH FARM INVESTMENTS, LLC.

6. Pursuant to the Reimbursement Agreement, until paid to the District, the Reimbursable Project Costs shall bear interest at the rate of seven percent (7%) per annum, without compounding.

7. RIVERBEND VENTURES, LLC and the TOWN OF TIMNATH were not parties to the Reimbursement Agreement and were considered Orphan Parcels. Pursuant to the Reimbursement Agreement, the District may charge the owner of any Orphan Parcel any connection fee or other charges which the District determines to be appropriate. This Memorandum of Understanding establishes those fees. Reimbursement rates for these parcels will be based on the cost per single family equivalent (\$/SFE) of the CAC TIMNATH, LLC parcels, based on the SFE per the "Timnath Sanitary Sewer Infrastructure Master Plan Report (TST, Inc. Consulting Engineers, 2005)" which is also referred to as the 2005 Master Plan.

8. This memorandum of Understanding resolves all outstanding reimbursement from the original Reimbursement Agreement.

NOW, THEREFORE, the following are the reimbursements and timeframes that CAC TIMNATH, LLC, RIVERBEND VENTURES, LLC and the TOWN OF TIMNATH are responsible for:

1. CAC TIMNATH, LLC

Reimbursement is due upon connection of the sewer main to the existing manhole in the Harmony subdivision. Interest will continue to accrue at the rate of seven percent (7%) per annum as specified in the Reimbursement Agreement. The current reimbursement amount expressed below is valid thru May 24, 2015.

Reimbursable Project Costs:	\$1,904,297.92
CAC TIMNATH, LLC Responsibility	19%
Reimbursement amount	\$ 361,816.60

+ 7% interest/yr (thru May 24, 2015)	\$ 253,271.62
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Total Reimbursement =	\$ 615,088.23
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Reimbursed to:

50% to Harmony, LLC	\$ 307,544.11
50% to Timnath Ranch, LLC	\$ 307,544.11

Timnath Land North SFE per 2005 Master Plan	1609
\$/SFE	\$ 382.28

2. RIVERBEND VENTURES, LLC

Reimbursement is due upon connection of the first tap in the subdivision, not including the TDA or PFA lots. Interest will accrue at the rate of five (5%) per annum until paid to the District. The current reimbursement amount expressed below is valid thru May 24, 2015.

SFE (includes Rae parcel)	250
Reimbursement based on \$382.28/SFE	\$ 95,570.00

Reimbursed to:

45.5% to Timnath Ranch, LLC	\$ 43,484.35
35.5% to Harmony, LLC	\$ 33,927.35
19.0% to Timnath Farms Inv., LLC	\$ 18,158.30

3. TOWN OF TIMNATH

Reimbursement is due upon connection of the first tap in Old Town. Interest will accrue at the rate of five (5%) per annum until paid to the District. The current reimbursement amount expressed below is valid thru May 24, 2015.

SFE 130
Reimbursement based on \$382.28/SFE \$ 49,696.40

Reimbursed to:

45.5% to Timnath Ranch, LLC \$ 22,611.86
35.5% to Harmony, LLC \$ 17,642.22
19.0% to Timnath Farms Inv., LLC \$ 9,442.32

IN WITNESS WHEREOF, the parties named below have executed this MEMORANDUM OF UNDERSTANDING as of the day and year first hereinabove written. Pursuant to Paragraph 14 of the Reimbursement Agreement, by their signatures below the parties, and their assigns, as applicable, to the Reimbursement Agreement agree to extend the term of the Reimbursement Agreement for seven (7) years from the effective date of this MOU.

SOUTH FORT COLLINS SANITATION DISTRICT

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this ____ day of _____, 2015 by _____ as the _____ of SOUTH FORT COLLINS SANITATION DISTRICT.

My commission expires:
Witness my hand and official seal.

Notary Public

Address

TIMNATH RANCH, LLC

By: Jon A. Turner

Title: Member/Manager

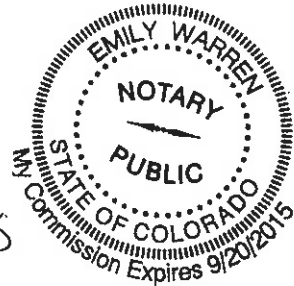
STATE OF COLORADO)
COUNTY OF Larimer) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this 10th day of March, 2015 by Jon A. Turner as the member/manager of TIMNATH RANCH LLC.

My commission expires: 9/20/2015
Witness my hand and official seal.

Emily Warren
Notary Public

227 Apex Drive Fort Collins
Address CO, 80525



HARMONY, LLC

By: Byron R. Collins

Title: Manager

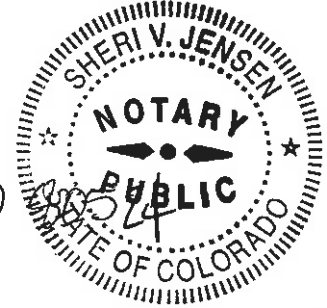
STATE OF COLORADO)
COUNTY OF Windsor) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this 3rd day of April, 2015 by Byron R. Collins as the Manager of HARMONY, LLC.

My commission expires: Aug. 20, 2017
Witness my hand and official seal.

[Signature]
Notary Public

3121 Terry Lake Rd, Ft Collins, CO
Address

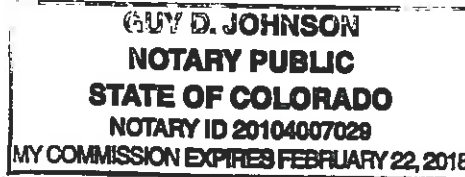


TIMNATH FARMS INVESTMENTS, LLC

By: Dino DiFulvio


Title: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)



The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this 11th day of March, 2015 by Dino DiFulvio as the Manager of TIMNATH FARMS INVESTMENTS, LLC.

My commission expires:
Witness my hand and official seal.

Guy D. Johnson 
Notary Public

1927 Wilmington Drive, Unit 101, Fort Collins, CO 80528
Address

CAC TIMNATH, LLC

By: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this ____ day of _____, 2015 by _____ as the _____ of CAC TIMNATH, LLC.

My commission expires:
Witness my hand and official seal.

Notary Public

Address

RIVERBEND VENTURES, LLC

By:

[Signature]

Title: MANAGING MEMBER

STATE OF COLORADO)
COUNTY OF LaRimer) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this 20th day of April, 2015 by Craig Harrison as the Managing member of RIVERBEND VENTURES, LLC.

My commission expires: 6/18/16

Witness my hand and official seal.

Joanne R Milligan
Notary Public

760 Wheelers Way Bldg. C. #200
Address Fort Collins, CO 80525



TOWN OF TIMNATH

By: Jill Belisle

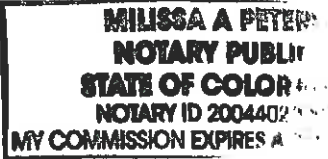
Title: Mayor

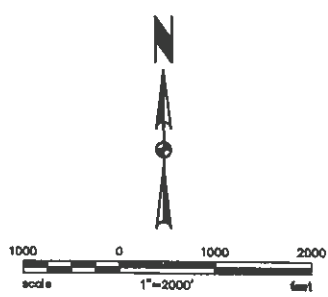
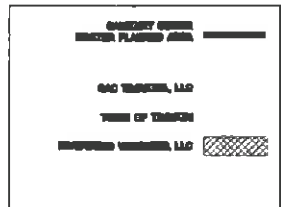
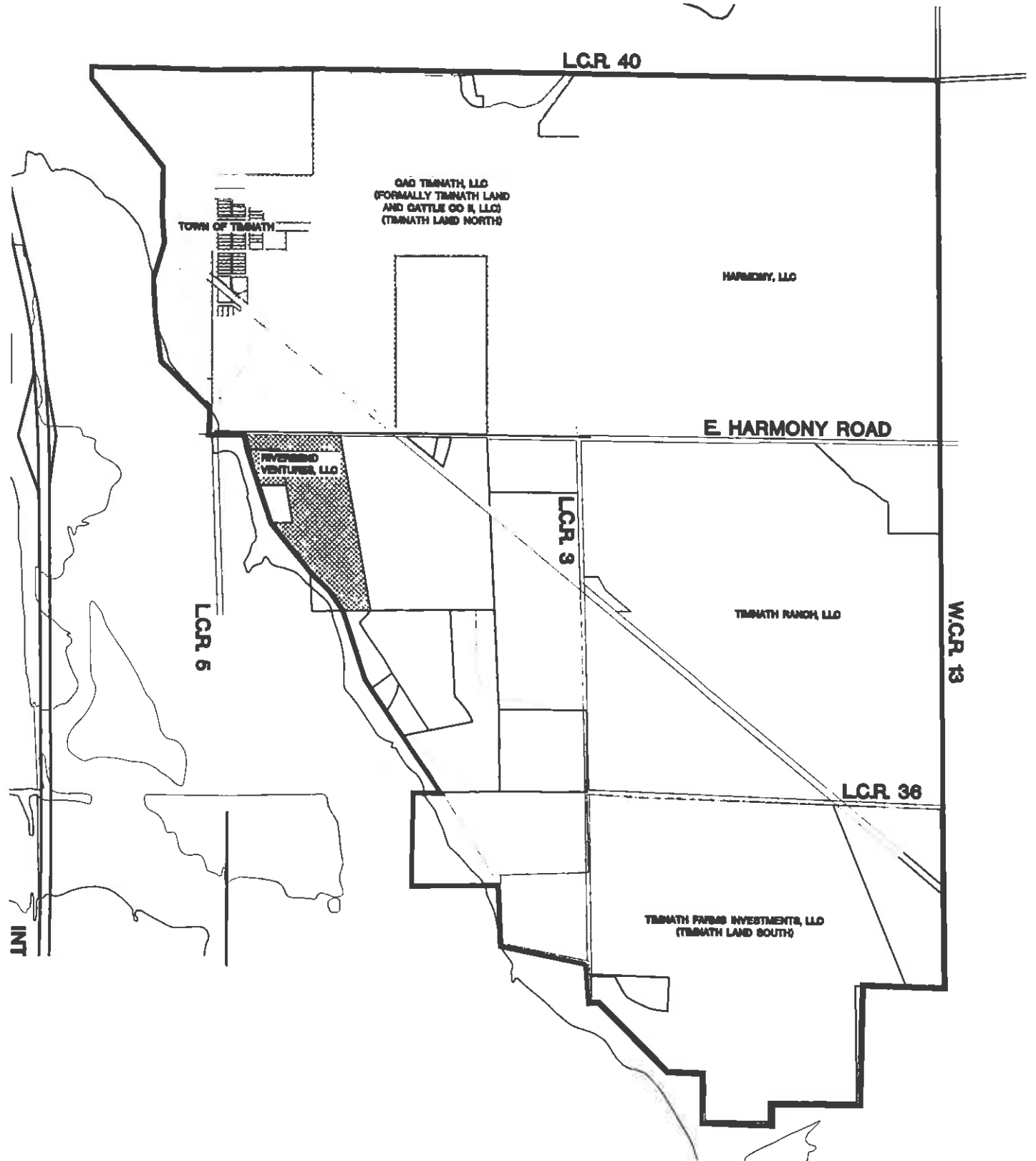
STATE OF COLORADO)
COUNTY OF Larimer) ss.

The foregoing MEMORANDUM OF UNDERSTANDING was acknowledged before me this 14th day of April, 2015 by Jill Grossman-Belisle as the Mayor of TOWN OF TIMNATH.

My commission expires: 8-8-14
Witness my hand and official seal.

Melissa A. Peters
Notary Public
4800 Goodman Street
Timnath CO 80547
Address





**ORPHAN PROPERTIES
REIMBURSEMENT AREAS**