

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 40, SERIES 2016**

**A RESOLUTION APPROVING THE HOLLOWAY ANNEXATION APPLICATION,
GENERALLY LOCATED NORTH OF WCR 78 AND EAST OF LATHAM PARKWAY,
AND RATIFYING THE ANNEXATION AGREEMENT**

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, Ed Holloway (the “Applicant”) has submitted an Annexation Application for real property located generally north of WCR 78 and East of Latham Parkway, more particularly described in **Exhibit A** (legal description) and **Exhibit B** (Annexation Application) and attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, the Town of Timnath (the “Town”) has received and wishes to approve the Annexation Application with the following conditions:

- 1) Waive requirements on the Annexation Application including but not limited to the following due to the specific nature of this annexation:
 - a) All fees associated with the annexation
 - b) The annexation concept plan
 - c) The annexation assessment report
 - d) Deposit for professional and administrative costs
- 2) Ratify the Annexation Terms Agreement

WHEREAS, the Town finds it in the best interest of the citizens of the Town to proceed to the Annexation Petition process as defined in Article 10 of the Timnath Land Use Code;

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

Section 1. Approval

The Annexation Application made by the Applicant is approved with conditions listed above.

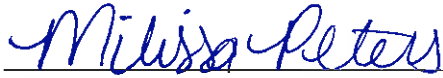
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON MAY 10, 2016.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, CMC
Town Clerk



EXHIBIT A
Legal Description of Property
[Attached]

EXHIBIT B
Annexation Application
[Attached]



ANNEXATION APPLICATION CHECKLIST

Case#: _____
Proj. Name: _____
(For Agreement) _____

Pre-Annexation Conference

APP. Is the site within Timnath's planning area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	TOWN <input type="checkbox"/>
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Preparation of the Annexation

Please attach the following documents (as appropriate):

<input checked="" type="checkbox"/> 1. Application and Annexation Fee	<input type="checkbox"/>
<input type="checkbox"/> 2. Annexation Maps: Map showing exact location of property subject to annexation.	<input type="checkbox"/>
<input type="checkbox"/> 3. List of known hazards (if present due to the topography, geology, or hydrology of the property).	<input type="checkbox"/>
4. List of environmental issues	<input type="checkbox"/>
5. General development concept plan describing the desired use of the property after annexation with appropriate maps.	<input type="checkbox"/>
6. Outline of any known terms proposed for the Annexation Agreement.	<input type="checkbox"/>
7. Description of other subjects pertinent to the property that may be included in the annexation agreement between the Town of Timnath and the applicant.	<input type="checkbox"/>
8. Narrative report, using currently available information, assessing impact of proposed development on the community, services and facilities. This report should detail the possible need for any expansion of those services and facilities and should be one or more paragraphs in length. Please fully explain the needs, concepts and proposed solutions for each of the following:	<input type="checkbox"/>

I (We) certify that I (We) am (are) the lawful owner(s) of the parcel(s) of land affected by this application and hereby consent to this action. I (We) certify that the information and attachments I (We) have submitted are true and correct to the best of my (our) knowledge. In filing this application, I (We) am (are) acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Timnath must be submitted prior to having this application processed.

Owner(s) signatures:	Print Name:	Date
	Edward Holloway	4/15/16
	Renee G. Holloway	4/15/16

ANNEXATION APPLICATION TECH FORM

Case#: _____

Proj. Name: _____
 (Fee Agreement)

Pre-Annexation Conference

APP.	TOWN
Is the site within Timnath's planning area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

Preparation of the Annexation

Please attach the following documents (as appropriate):

<input checked="" type="checkbox"/> 1. Application and Annexation Fee	<input type="checkbox"/>
a. Fill out the Application for Annexation. Sign the original with blue ink. Make four copies of the original.	-
b. The application should be signed by 100% of the owners of the property.	-
c. Application Fee (\$500 + \$150 x # of acres, + \$2,000 for administrative costs); CK#: _____; Amt: \$ _____	-
d. Signed Fee Agreement; CK#: _____; Amt: \$ _____	-
<input checked="" type="checkbox"/> 2. Annexation Maps: Map showing exact location of property subject to annexation.	<input type="checkbox"/>
<input type="checkbox"/> 3. List of known hazards (if present due to the topography, geology, or hydrology of the property).	<input type="checkbox"/>
4. List of environmental issues	<input type="checkbox"/>
5. General development concept plan describing the desired use of the property after annexation with appropriate maps.	<input type="checkbox"/>
6. Outline of any known terms proposed for the Annexation Agreement.	<input type="checkbox"/>
7. Description of other subjects pertinent to the property that may be included in the annexation agreement between the Town of Timnath and the applicant.	<input type="checkbox"/>
8. Narrative report , using currently available information, assessing impact of proposed development on the community, services and facilities. This report should detail the possible need for any expansion of those services and facilities and should be one or more paragraphs in length. Please fully explain the needs, concepts and proposed solutions for <i>each</i> of the following:	<input type="checkbox"/>
a. An assessment of the community need for the proposed annexation and land use.	-
b. The economic impact of the proposed annexation. This should include an analysis of short-term and long-term revenues to the Town as generated by the development; short and long-term expenses incurred by the Town as a result of the annexation and development, and proposals to mitigate any negative impacts.	-
c. Impact on schools including an estimate of the number of students to be generated by the development of the property, capital construction required to educate the students, and proposals to mitigate any negative impacts on schools.	-
d. Description of the source(s) of water, both potable and non-potable, and sanitary sewer systems anticipated to serve the property, including a description of any regional facilities that must be constructed or upgraded to serve the development on the property proposed for annexation.	-
e. Impact on the existing transportation system including arterial and collector street improvements, intersection improvements and signalization, alternative modes of transportation, etc. and proposals to mitigate any negative impacts on transportation resulting from the proposed annexation and development.	-
f. Impact of the proposed development on the existing storm drainage system including historic rainfall drainage patterns, detention and retention areas, storm sewer requirements, discharged irrigation ditches, floodways and floodplains, etc. and proposals to mitigate any negative drainage impacts of the proposed development.	-
g. Impact of the proposed development on law enforcement including special security needs, additional officers required, additional equipment requirements in Timnath and proposals to mitigate any negative impact of the proposed development on existing law enforcement services.	-
h. Impact of the proposed development on the Poudre Fire Protection Authority including special fire hazards,	-

ANNEXATION APPLICATION TECH FORM

- fire prevention, fire detection, emergency access, additional equipment requirements, additional manpower requirements, additional fire stations, etc. and proposals to mitigate any negative impact of the proposed development upon the existing fire protection services.
- i. Impact of the proposed development on the Town park and recreation programs and proposals to mitigate any negative impact of the proposed development upon the existing facilities and programs.
- j. Impact of the proposed development on the environment of the Town identifying environmentally sensitive areas, endangered species, significant habitats, etc. and proposals to mitigate any negative impact of the proposed development on the environment of the Town.
- k. Projected short and long-term economic development potential (number of jobs created; sales, use and property tax generation ; additional utility revenues; development incentives to be offered, etc.) of the proposed development.
- l. Address the compatibility of the proposed development with the street master plan, as depicted by the Transportation Map contained in Timnath's Comprehensive Plan and proposals for mitigating any negative impact of the proposed development on the Town street master plan.
- m. Address the compatibility of the proposed development with Timnath's Comprehensive Plan and any plan amendments that may be necessary for the proposed development.
- n. Address the compatibility of the proposed development with Timnath's Land Use Code and any deviations in setbacks, space requirements, and permitted uses that may be required for the proposed development.
- o. Review existing and adjacent land uses, areas of compatibility or conflict, and possible mitigation measures that may be required for the proposed development.

I (We) certify that I (We) am (are) the lawful owner(s) of the parcel(s) of land affected by this application and hereby consent to this action. I (We) certify that the information and attachments I (We) have submitted are true and correct to the best of my (our) knowledge. In filing this application, I (We) am (are) acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Timnath must be submitted prior to having this application processed.

Owner(s) signatures:	Print Name:	Date
Edward Halloway	Edward Halloway	



ANNEXATION Petition Instructions

One (1) original and three (3) copies of the following should be delivered to the Town's Building Department with a completed Land Use Application Form (marked for Petition and, if applicable, for zoning).

Original signatures should be in blue ink.

1. Letter of intent to request annexation to the Town of Timnath, signed by property owner or representative.
2. Executed agreement for payment of development review expenses incurred by the Town.
3. Annexation Agreement. *
4. Petition for Annexation.
5. Annexation Map. *
Submit 1, original 24" x 36" and 4, 11" x 17" reductions. Compliant with all technical drawing requirements contained in the Timnath Municipal Code 16-13-7 and signed and sealed by the registered and surveyor or engineer responsible for preparation of the map.
6. Concept Plan Map. *
Submit 1, original 24" x 36", and 4, 11" x 17" reductions. Comply with all technical drawing requirements contained in the Timnath Municipal Code 16-13-5
7. Auto CAD™ Drawing File (release 12 or higher).
Submit annexation map(s), concept plan map, existing conditions map & title sheets & all fonts used, on an acceptable form of electronic transfer.
8. Word Processing File
Submit legal description, annexation impact report & Town Comprehensive Plan Project Summary in acceptable form of electronic transfer.
9. Title Commitment for impacted property.
10. Mailing Labels, as identified in Timnath Municipal Code 16-13-6.A.7.
11. Annexation Impact Report, if applicable.
12. Narrative addressing conformance with Town Comprehensive Plan
13. Water Rights Report, including signed warranty deed(s)
14. Zoning. (Timnath Municipal Code 16-13-6.11).
If zoning is requested simultaneously with annexation, attach a completed Rezoning Petition, zoning map of Property, zoning amendment map amending the official zoning map, and the application and recording fees.
15. Annexation Assessment Report, as described in Timnath Municipal Code 16-13-5.A.5.
16. Letters of Support.
Attach letters from all special districts servicing, or proposed to service, the area to be annexed.
17. Prior year's Property Tax Statement for all property to be annexed.

Note: The Town must certify this application is complete and compliant with all submittal requirements or reject it as incomplete. Applicants will be notified of any deficiencies or inadequacies in the materials submitted. Incomplete submissions will not be processed or referred to the Board.

***for additional information regarding Annexation, see Timnath Municipal Code**



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. § 31-12-102(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:

By: Edward Holloway

Mailing Address: 3872 Taysick Ct.
Limona CO 80547

STATE OF COLORADO)

COUNTY OF ~~LARIMER~~ Larimer)

s.s.

Subscribed and sworn to before me this 15 day of April, 2016, by Edward Holloway and Renee Holloway

Witness my hand and official seal.

My commission expires: 8/8/16



Melissa A. Peters
Notary Public

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION
[Required for all petitions, including those signed by a single owner]

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

_____, being first duly sworn states as follows:

- a. I have circulated the foregoing Petition for Annexation to the Town of Timnath set forth herein.
- b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Petitioners.
- c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of Petitioners.

CIRCULATOR

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this ____ day of _____, 20__, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

**LEGAL DESCRIPTION OF
PROPERTY PROPOSED FOR ANNEXATION**

To Be attached

EXHIBIT B

ANNEXATION BOUNDARY MAP

[Attached]

TO BE ATTACHED

**TERMS OF ANNEXATION AGREEMENT
FOR THE HOLLOWAY PROPERTY**

THIS TERMS OF ANNEXATION AGREEMENT (“**Agreement**”), is made and entered into to be effective the 15th day of April, 2016, by and between the Town of Timnath, a Colorado municipal corporation (the “**Town**”), and The 5258 Ranch LLC, a Colorado limited liability corporation, and Edward and Renee Holloway, (collectively the “**Property Owner**”) 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 “**Holloway Property**.” The Town and Property Owner are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Property consists of approximately 35 acres, more or less, located at 38094 County Road 13 in Weld County, Colorado; and

WHEREAS, the Parties have engaged in negotiations to effectuate the annexation of Property into the Town, and the Parties desire to enter into this Agreement in order to provide mutual assurances and facilitate annexation of the Property; and

WHEREAS, annexation of the Property will be in accordance with the terms and conditions of this Agreement, the annexation petition, if any, and the Colorado Municipal Annexation Act of 1965 (as amended, the “**Act**”), the Town of Timnath Municipal Code (the “**Code**”), and all applicable laws.

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:

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. 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 hereof.
2. **Indemnification.** The Town hereby agrees to release and to indemnify, defend, and hold harmless (“indemnify” meaning protect by reimbursement or payment) the Property Owner, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims brought by or on behalf of the DRAPAC Group or the Town of Severance, Colorado, for any specific performance, monetary damages, or other loss in any way connected, directly or indirectly, with the annexation of the Property by the Town or this Agreement.
3. **Fee Waiver.** The Town hereby agrees to waive all Town fees associated with annexation of the Property. The Town further agrees to pay any additional fees required for annexation, including but not limited to county and recording fees.
4. **Disconnection.** In the event that the Town does not meet, or fails to satisfy, any of the conditions set forth in this Agreement, the Property Owner shall have the option to disconnect the

Property from the Town. Property Owner has the right to withdraw the annexation petition at any time prior to the petition's approval. Property Owner's option to disconnect pursuant to this paragraph shall be exercised no later than three years from the date of annexation. If Property Owner chooses to waive its right to disconnect, it shall provide written notice of such waiver to the Town. In the event that the Property is disconnected pursuant to this paragraph, this Agreement shall be terminated and considered null and void on the date of disconnection.

5. Title and Authority. Property Owner warrants and represents to Town that it is the record owner of the Property. 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.

6. 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 the 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, ordinance, resolution, rule or regulation which is of uniform and general application.

7. 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.

8. 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.

9. 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.

10. 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.

IN WITNESS WHEREOF, this Agreement has been executed by Parties, intending to be legally bound hereby, as of the date set forth above.

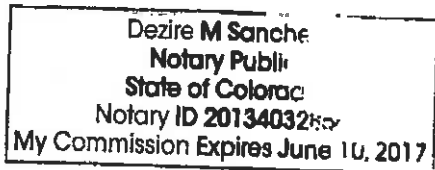
TOWN:

TOWN OF TIMNATH, COLORADO,

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 15th day of April, 2016, by Edward A. Holloway.

WITNESS my hand and official seal.

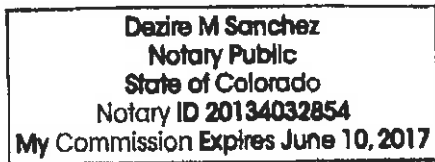


Dezire M Sanchez
Notary Public
My Commission expires: June 10, 2017

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 15th day of April, 2016, by Renee Holloway.

WITNESS my hand and official seal.



Dezire M Sanchez
Notary Public
My Commission expires: June 10, 2017

**EXHIBIT A
(Property Description)**

**PROPERTY DESCRIPTION
HOLLOWAY PROPERTY**

Weld County Parcel ID Number: 070519000038

**23687-E PT SW4 19 7 67 BEG SW COR OF SEC N1333.63' TO PT WHICH BEARS
S1321.4' FROM W4 COR OF SEC N86D24'E 1321.4' S85D04'E 451.57' S03D24'E 290.56'
S86D13'W 135' S45D32'W 556.28' S33DW 639.38' S0D15'W 93.23' S86D13'W 446.99'
S86D13'W TO BEG EXC BEG AT PT WHICH IS S1321.4' FROM W4 COR OF SEC
N86D24'E 435' S520' S86D24'W 435' N520' TO BEG (1.32R 10S)**

**County of Weld
State of Colorado**

