

**TOWN OF TIMNATH, COLORADO
ORDINANCE NO. 7, SERIES 2024**

**AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN REAL PROPERTY
TO BE KNOWN AS THE CONNELL ANNEXATION NO. 3
TO THE TOWN OF TIMNATH, COLORADO, LOCATED WEST OF CR-5 AND
NORTH OF KECHTER ROAD**

WHEREAS, a petition (the “Petition”) for Annexation was filed with the Town by Connell, LLC (“Petitioner”), requesting the Town of Timnath annex that property more particularly described in **EXHIBIT A** (legal description) and **EXHIBIT B** (annexation map), attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, a properly noticed Planning Commission public hearing was held on January 16, 2024 regarding said Petition in accordance with C.R.S. § 31-12-108, and all persons interested in such Petition were provided an opportunity to be heard: and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be annexed to the Town of Timnath; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town; and

WHEREAS, the Town and Petitioners wish to enter into an annexation agreement (**Exhibit C**).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO:

Section 1. Findings.

The Council hereby finds that a Petition for Annexation, together with four (4) copies of the annexation map as required by law, was filed with the Town Council on November 30, 2023, by the owners of over fifty percent (50%) of the area of the property hereinafter described in **EXHIBIT A** (legal description) and **EXHIBIT B** (annexation map), and comprising more than fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets and alleys.

A properly noticed public hearing was held on December 12, 2023 regarding said Petition in accordance with C.R.S. § 31-12-108, at which all persons interested in such Petition were provided an opportunity to be heard.

The Council by resolution at the public hearing accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met

and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

The Property is eligible for annexation and should be annexed to the Town of Timnath.

An Annexation Agreement between the property owners and the Town has been prepared, is incorporated herein, and approved (**EXHIBIT C**).

Section 2. Annexation Approved.

The annexation to the Town of the following described real property is hereby approved (see attached):

Exhibit A – Property Description

Exhibit B – Annexation Map

Exhibit C – Annexation Agreement

Section 3. Severability.

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact than any one or parts be declared unconstitutional or invalid.

Section 4. Effective Date.

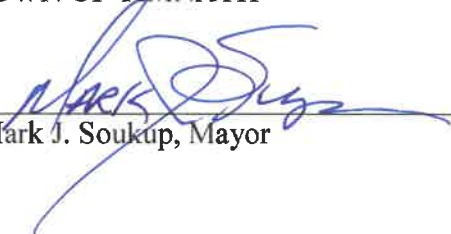
This Ordinance shall take effect upon adoption at second reading, as provided by Section 3.5.5 of the Charter. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of the adopted Ordinance available for inspection by the public during regular business hours.

INTRODUCED, MOVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON FIRST READING ON JANUARY 23, 2024, SET FOR PUBLIC HEARING AND SECOND READING AT 6:00 P.M. ON FEBRUARY 13, 2024 AT THE TIMNATH TOWN CENTER, 4750 SIGNAL TREE DRIVE, TIMNATH, COLORADO AND ORDERED PUBLISHED BY TITLE THIS 23RD DAY OF JANUARY, 2024.

MOVED, SECONDED AND FINALLY ADOPTED ON SECOND READING FOLLOWING PUBLIC HEARING BY THE TIMNATH TOWN COUNCIL ON THE 13TH DAY OF FEBRUARY, 2024.

TOWN OF TIMNATH




Mark J. Soukup, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk

EXHIBIT A

Legal Description of Property Annexed

[attached]

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 3 AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, STATE OF COLORADO.

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, AMENDED PLAT OF TRACT A, JOHN W. SWETS FARM CORP. EXEMPTION PLAT AND CWH PROPERTIES LLC BOUNDARY LINE ADJUSTMENT-FILE #21-LAND4085 RECORDED AT RECEPTION NO. 20210098821 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE NORTHERLY AND EASTERLY LINES OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES;

1. N88°43'55"E, A DISTANCE OF 921.34 FEET TO A NON-TANGENT CURVE;
2. ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 12°24'23", A DISTANCE OF 186.22 FEET, A CHORD BEARING OF S23°38'11"E WITH A CHORD DISTANCE OF 185.85 FEET;
3. S29°50'22"E, A DISTANCE OF 1077.98 FEET;
4. ON A CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 60°14'38", A DISTANCE OF 904.25 FEET, A CHORD BEARING OF S59°57'42"E WITH A CHORD DISTANCE OF 863.17 FEET;
5. N89°54'59"E, A DISTANCE OF 399.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5 AS DEDICATED IN THE COUNTY ROAD DEDICATION RECORDED AT RECEPTION NO. 20040086310;
6. S00°05'01"E, A DISTANCE OF 485.00 FEET TO THE SOUTHWESTERLY CORNER OF CONNELL LLC ANNEXATION NO. 2 RECORDED AT RECEPTION NO. 20210106092 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID CONNELL LLC ANNEXATION NO. 2 FOR THE FOLLOWING SIX (6) COURSES;

1. S89°49'25"E, A DISTANCE OF 63.90 FEET;
2. N00°10'31"E, A DISTANCE OF 691.15 FEET ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5;
3. N05°25'31"W, A DISTANCE OF 102.55 FEET ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5;
4. S84°34'29"W, A DISTANCE OF 66.59 FEET TO A NON-TANGENT CURVE;
5. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1190.00 FEET, A CENTRAL ANGLE OF 06°58'29", A DISTANCE OF 144.86 FEET, A CHORD BEARING OF S03°34'30"E WITH A CHORD DISTANCE OF 144.77 FEET;
6. S00°05'01"E, A DISTANCE OF 37.26 FEET TO THE SOUTHEAST CORNER OF LOT 2A, AMENDED PLAT OF TRACT A, JOHN W. SWETS FARM CORP. EXEMPTION PLAT AND CWH PROPERTIES LLC BOUNDARY LINE ADJUSTMENT-FILE #21-LAND4085 RECORDED AT RECEPTION NO. 20210098821 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID LOT 2A FOR THE FOLLOWING SEVEN (7) COURSES;

1. S89°54'59"W, A DISTANCE OF 399.00 FEET;
2. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 60°14'38", A DISTANCE OF 778.08 FEET, A CHORD BEARING OF N59°57'42"W WITH A CHORD DISTANCE OF 742.73 FEET;
3. N29°50'22"W, A DISTANCE OF 1077.98 FEET;
4. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 09°41'37", A DISTANCE OF 125.20 FEET, A CHORD BEARING OF N24°59'34"W WITH A CHORD DISTANCE OF 125.05 FEET;
5. N88°43'55"E, A DISTANCE OF 988.41 FEET;
6. N01°16'05"W, A DISTANCE OF 1339.12 FEET;
7. N89°31'11"E, A DISTANCE OF 579.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 2A;

THENCE N02°06'01"W, A DISTANCE OF 111.88 FEET ON THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 3 SAID LINE ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 AS SHOWN ON THE DOCUMENT RECORDED AT RECEPTION NO. 86042107, BOOK 4, PAGE 266 TO THE SOUTHERLY LINE OF RIVERBEND ANNEXATION RECORDED AT RECEPTION NO. 20090001237 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N89°44'53"E, A DISTANCE OF 96.79 FEET ON SAID SOUTHERLY LINE TO THE EASTERLY LINE OF A RIGHT-OF-WAY DEED RECORDED AT RECEPTION NO. 99066794 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S03°56'21"E, A DISTANCE OF 350.19 FEET ON SAID EASTERLY LINE;

THENCE ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 5 BEING 30 FEET EASTERLY OF THE EXISTING CENTERLINE OF SAID COUNTY ROAD 5 FOR THE FOLLOWING THREE (3) COURSES;

1. S03°56'21"E, A DISTANCE OF 251.68 FEET TO A NON-TANGENT CURVE;
2. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1143.65 FEET, A CENTRAL ANGLE OF 16°14'57", A DISTANCE OF 324.34 FEET, A CHORD BEARING OF S06°21'32"W WITH A CHORD DISTANCE OF 323.25 FEET;
3. S15°59'29"W, A DISTANCE OF 220.58 FEET TO EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE S02°06'01"E, A DISTANCE OF 42.78 FEET ON SAID EAST LINE TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY AS DEDICATED ON THE DEED RECORDED AT RECEPTION NO. 2004-0086310 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID EASTERLY LINE FOR THE FOLLOWING THREE (3) COURSES;

1. S16°20'10"W, A DISTANCE OF 161.52 FEET;
2. ON A CURVE TO THE LEFT, HAVING A RADIUS OF 652.44 FEET, A CENTRAL ANGLE OF 24°47'33", A DISTANCE OF 282.32 FEET, A CHORD BEARING OF S03°56'23"W WITH A CHORD DISTANCE OF 280.12 FEET;
3. S08°27'24"E, A DISTANCE OF 109.36 FEET TO EASTERLY LINE OF COUNTY ROAD 5 BEING 30 FEET EASTERLY OF THE EXISTING CENTERLINE OF SAID COUNTY ROAD 5;

THENCE ON EASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES;

1. S07°53'33"E, A DISTANCE OF 58.97 FEET;
2. S11°41'22"E, A DISTANCE OF 552.57 FEET TO A NON-TANGENT CURVE;
3. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5791.08 FEET, A CENTRAL ANGLE OF 03°47'57", A DISTANCE OF 383.99 FEET, A CHORD BEARING OF S10°21'36"E WITH A CHORD DISTANCE OF 383.92 FEET;
4. S05°25'30"E, A DISTANCE OF 114.22 FEET;
5. S00°10'41"W, A DISTANCE OF 1546.35 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD 5, S00°01'50"W, A DISTANCE OF 50.98 FEET;

THENCE N89°21'24"W, A DISTANCE OF 90.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 36 (KECHTER ROAD) RECORDED AT RECEPTION NO. 20090052522;

THENCE N89°21'24"W, A DISTANCE OF 2060.60 FEET ON SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY LINE OF I-25 THIRD ANNEXATION TO THE CITY OF FORT COLLINS RECORDED AT RECEPTION NO.20170080965;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID ANNEXATION FOR THE FOLLOWING EIGHT (8) COURSES;

1. N86°13'03"E, A DISTANCE OF 259.25 FEET;
2. N00°38'33"E, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
3. N89°22'07"W, A DISTANCE OF 199.97 FEET ON SAID SOUTH LINE;
4. N00°45'22"E, A DISTANCE OF 30.27 FEET;
5. N83°32'48"W, A DISTANCE OF 415.38 FEET;
6. N20°11'09"W, A DISTANCE OF 537.06 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3;
7. N02°03'44"W, A DISTANCE OF 2051.93 FEET ON SAID WEST LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 3;
8. N02°04'13"W, A DISTANCE OF 201.50 FEET ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8,211,041 SQUARE FEET OR 188.500 ACRES, MORE OR LESS.

EXHIBIT B
Annexation Map
[attached]

EXHIBIT C
Annexation Agreement
[attached]

**ANNEXATION AGREEMENT
FOR THE LADERA ANNEXATION NO. 3**

THIS ANNEXATION AGREEMENT (“**Agreement**”), is made and entered into to be effective the 13 day of February, 2024, by and between Town of Timnath, a Colorado municipal corporation (“**Town**”) and Connell, LLC, a Colorado Limited Liability Company (“**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 “Ladera Annexation No. 3 Map”.

WITNESSETH:

WHEREAS, the Property consists of approximately 188.5 acres, more or less, located east and west of Weitzel Street, and bounded by I-25 on the west, CR-5 to the east

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 of 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 hereof.

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 CR-5 and Kechter Road, as shown on the annexation map attached hereto as **Exhibit B**. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965 (as amended, the “**Act**”), the Code and all applicable laws, and is subject to this Agreement and the SIA executed in connection herewith. Property Owner agrees that it will not withdraw the annexation petition.

3. Application of Town Laws - Town Services. Except as expressly provided

herein, all Town ordinances, regulations, codes, policies and procedures in existence and as the same may change from time to time, shall be applicable to the use and development of the Property, upon annexation. Upon annexation, the Town shall provide all customary municipal services to the Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

4. Zoning and Development of the Property. The Property will be zoned Regional Commercial (RC) with PD Overlay. Property Owner will develop the Property in accordance with a site-specific development plan to be subsequently approved by the Town. The Property Owner shall take all action necessary to timely apply for and diligently pursue appropriate zoning by Town of the Property. The Property, or any portion thereof, may be rezoned or the site specific development plan amended with the consent of Town and Property Owner, but without amending or modifying this Agreement.

5. Water Utilities. Property Owner shall obtain water service from the Fort Collins Loveland Water District.

6. Sanitary Sewer Utilities. Property Owner shall obtain sewer service from the South Fort Collins Sanitation District.

7. 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.

8. 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.

9. 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.

10. 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.

11. Covenants Run With the Land. This Agreement and the annexation map shall be recorded in the real estate records of Larimer County. The provisions of this Agreement shall constitute covenants or servitudes that shall touch, attach to and run with title to the Property. The burdens and benefits of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest of the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

12. 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, meaning that no appeal can be made or the time to appeal has expired, 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. The Property Owner shall reapply for annexation when the Property becomes eligible for annexation as determined by the Town.

13. 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 diligently pursues the cure to completion.

14. 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

15. 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.

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

17. 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
Mathew J. Blakely, RLA, LEED AP
Community Development Director
4750 Signal Tree Drive
Timnath, Colorado 80547
Telephone: (970) 224-3211
Facsimile: (970) 224-3217

with copy to:

Carolyn Steffl, Esq.
Town of Timnath Attorney
4750 Signal Tree Drive
Timnath, CO 80547
Telephone: (970) 224-3211
Facsimile: (970) 224-3217

Notice to Property Owner:

Connell, LLC
7785 Highland Meadows Pkwy. STE 100
Fort Collins, Colorado 80528

18. 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, directly or

indirectly, controlling, controlled by, or under common control with Property Owner (an "Affiliate") of Property Owner, without the consent of the Town. 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. 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. .

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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:

Milissa Peters-Garcia
Milissa Peters-Garcia, Town Clerk

Mark J. Soukup
Mark J. Soukup, Mayor

PROPERTY OWNER:

Connell, LLC
A Colorado Limited Liability Company

By: Sheri Welch
Sheri Welch, Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 13 day of February, 2024,
by Sheri Welch.

WITNESS my hand and official seal.

LIZZIE MARINA ALIPAZ LOETZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174042576
MY COMMISSION EXPIRES OCTOBER 12, 2025

Lizzie H. Alipaz
Notary Public
My Commission expires: 10/12/2025

EXHIBIT A
(Property Description)

EXHIBIT A

Legal Description of Property Annexed

[attached]

A TRACT OF LAND LOCATED IN THE EAST HALF OF SECTION 3 AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, STATE OF COLORADO.

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, AMENDED PLAT OF TRACT A, JOHN W. SWETS FARM CORP. EXEMPTION PLAT AND CWH PROPERTIES LLC BOUNDARY LINE ADJUSTMENT-FILE #21-LAND4085 RECORDED AT RECEPTION NO. 20210098821 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE NORTHERLY AND EASTERLY LINES OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES;

1. N88°43'55"E, A DISTANCE OF 921.34 FEET TO A NON-TANGENT CURVE;
2. ON SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 12°24'23", A DISTANCE OF 186.22 FEET, A CHORD BEARING OF S23°38'11"E WITH A CHORD DISTANCE OF 185.85 FEET;
3. S29°50'22"E, A DISTANCE OF 1077.98 FEET;
4. ON A CURVE TO THE LEFT, HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF 60°14'38", A DISTANCE OF 904.25 FEET, A CHORD BEARING OF S59°57'42"E WITH A CHORD DISTANCE OF 863.17 FEET;
5. N89°54'59"E, A DISTANCE OF 399.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5 AS DEDICATED IN THE COUNTY ROAD DEDICATION RECORDED AT RECEPTION NO. 20040086310;
6. S00°05'01"E, A DISTANCE OF 485.00 FEET TO THE SOUTHWESTERLY CORNER OF CONNELL LLC ANNEXATION NO. 2 RECORDED AT RECEPTION NO. 20210106092 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID CONNELL LLC ANNEXATION NO. 2 FOR THE FOLLOWING SIX (6) COURSES;

1. S89°49'25"E, A DISTANCE OF 63.90 FEET;
2. N00°10'31"E, A DISTANCE OF 691.15 FEET ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5;
3. N05°25'31"W, A DISTANCE OF 102.55 FEET ON SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 5;
4. S84°34'29"W, A DISTANCE OF 66.59 FEET TO A NON-TANGENT CURVE;
5. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1190.00 FEET, A CENTRAL ANGLE OF 06°58'29", A DISTANCE OF 144.86 FEET, A CHORD BEARING OF S03°34'30"E WITH A CHORD DISTANCE OF 144.77 FEET;
6. S00°05'01"E, A DISTANCE OF 37.26 FEET TO THE SOUTHEAST CORNER OF LOT 2A, AMENDED PLAT OF TRACT A, JOHN W. SWETS FARM CORP. EXEMPTION PLAT AND CWH PROPERTIES LLC BOUNDARY LINE ADJUSTMENT-FILE #21-LAND4085 RECORDED AT RECEPTION NO. 20210098821 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON THE SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID LOT 2A FOR THE FOLLOWING SEVEN (7) COURSES;

1. S89°54'59"W, A DISTANCE OF 399.00 FEET;
2. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 60°14'38", A DISTANCE OF 778.08 FEET, A CHORD BEARING OF N59°57'42"W WITH A CHORD DISTANCE OF 742.73 FEET;
3. N29°50'22"W, A DISTANCE OF 1077.98 FEET;
4. ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 09°41'37", A DISTANCE OF 125.20 FEET, A CHORD BEARING OF N24°59'34"W WITH A CHORD DISTANCE OF 125.05 FEET;
5. N88°43'55"E, A DISTANCE OF 988.41 FEET;
6. N01°16'05"W, A DISTANCE OF 1339.12 FEET;
7. N89°31'11"E, A DISTANCE OF 579.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 2A;

THENCE N02°06'01"W, A DISTANCE OF 111.88 FEET ON THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 3 SAID LINE ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 5 AS SHOWN ON THE DOCUMENT RECORDED AT RECEPTION NO. 86042107, BOOK 4, PAGE 266 TO THE SOUTHERLY LINE OF RIVERBEND ANNEXATION RECORDED AT RECEPTION NO. 20090001237 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE N89°44'53"E, A DISTANCE OF 96.79 FEET ON SAID SOUTHERLY LINE TO THE EASTERLY LINE OF A RIGHT-OF-WAY DEED RECORDED AT RECEPTION NO. 99066794 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE S03°56'21"E, A DISTANCE OF 350.19 FEET ON SAID EASTERLY LINE;

THENCE ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 5 BEING 30 FEET EASTERLY OF THE EXISTING CENTERLINE OF SAID COUNTY ROAD 5 FOR THE FOLLOWING THREE (3) COURSES;

1. S03°56'21"E, A DISTANCE OF 251.68 FEET TO A NON-TANGENT CURVE;
2. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1143.65 FEET, A CENTRAL ANGLE OF 16°14'57", A DISTANCE OF 324.34 FEET, A CHORD BEARING OF S06°21'32"W WITH A CHORD DISTANCE OF 323.25 FEET;
3. S15°59'29"W, A DISTANCE OF 220.58 FEET TO EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE S02°06'01"E, A DISTANCE OF 42.78 FEET ON SAID EAST LINE TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY AS DEDICATED ON THE DEED RECORDED AT RECEPTION NO. 2004-0086310 IN THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ON SAID EASTERLY LINE FOR THE FOLLOWING THREE (3) COURSES;

1. S16°20'10"W, A DISTANCE OF 161.52 FEET;
2. ON A CURVE TO THE LEFT, HAVING A RADIUS OF 652.44 FEET, A CENTRAL ANGLE OF 24°47'33", A DISTANCE OF 282.32 FEET, A CHORD BEARING OF S03°56'23"W WITH A CHORD DISTANCE OF 280.12 FEET;
3. S08°27'24"E, A DISTANCE OF 109.36 FEET TO EASTERLY LINE OF COUNTY ROAD 5 BEING 30 FEET EASTERLY OF THE EXISTING CENTERLINE OF SAID COUNTY ROAD 5;

THENCE ON EASTERLY RIGHT-OF-WAY FOR THE FOLLOWING FIVE (5) COURSES;

1. S07°53'33"E, A DISTANCE OF 58.97 FEET;
2. S11°41'22"E, A DISTANCE OF 552.57 FEET TO A NON-TANGENT CURVE;
3. ON SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5791.08 FEET, A CENTRAL ANGLE OF 03°47'57", A DISTANCE OF 383.99 FEET, A CHORD BEARING OF S10°21'36"E WITH A CHORD DISTANCE OF 383.92 FEET;
4. S05°25'30"E, A DISTANCE OF 114.22 FEET;
5. S00°10'41"W, A DISTANCE OF 1546.35 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY FOR COUNTY ROAD 5, S00°01'50"W, A DISTANCE OF 50.98 FEET;

THENCE N89°21'24"W, A DISTANCE OF 90.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 36 (KECHTER ROAD) RECORDED AT RECEPTION NO. 20090052522;

THENCE N89°21'24"W, A DISTANCE OF 2060.60 FEET ON SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE SOUTHERLY LINE OF I-25 THIRD ANNEXATION TO THE CITY OF FORT COLLINS RECORDED AT RECEPTION NO.20170080965;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID ANNEXATION FOR THE FOLLOWING EIGHT (8) COURSES;

1. N86°13'03"E, A DISTANCE OF 259.25 FEET;
2. N00°38'33"E, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
3. N89°22'07"W, A DISTANCE OF 199.97 FEET ON SAID SOUTH LINE;
4. N00°45'22"E, A DISTANCE OF 30.27 FEET;
5. N83°32'48"W, A DISTANCE OF 415.38 FEET;
6. N20°11'09"W, A DISTANCE OF 537.06 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3;
7. N02°03'44"W, A DISTANCE OF 2051.93 FEET ON SAID WEST LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 3;
8. N02°04'13"W, A DISTANCE OF 201.50 FEET ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8,211,041 SQUARE FEET OR 188.500 ACRES, MORE OR LESS.

EXHIBIT B
(Annexation Map)

