

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement is made and entered into this ___ day of _____, 2019, by and between the IGNACIO SCHOOL DISTRICT, 11JT, (hereinafter referred to as the “District”) and the TOWN OF IGNACIO, COLORADO, (hereinafter referred to as the “Town”).

The parties hereto acknowledge and agree as follows:

- 1. Owner.** The District is the owner of the real properties which are described and depicted on Exhibits A and B, attached hereto and incorporated herein by this reference. Exhibit A consist of three (3) Tracts: Tract 5 (4.685 acres); Tract 6 (4.627 acres); and Tract 7 (4.807 acres). Exhibit B consists of two (2) parcels of land: Annexation 1 (18.282 acres) and Annexation 2 (2.570 acres) which are contiguous with District property that is already annexed into the Town.
- 2. Annexation, Zoning and Subdivision.** The District has submitted a petition to annex certain property into the Town and a request to establish specific land use designations, and the Town has agreed to the annexation pursuant to the terms and conditions contained herein. Tracts 5-6 denoted in Exhibit A are developed and serve as the Middle School and adjoining facilities. Tract 7 also denoted in Exhibit A is comprised of residential and agricultural type uses. Annexation 1 denoted in Exhibit B is a mix of uses including school athletic fields, teacher and rental housing (stick-built and manufactured), modular education facilities and vacant land. Annexation 2 also in Exhibit B is essentially divided by Becker Street and has land and portions of school facilities on the easterly side of Becker Street and the westerly side is vacant land. The property within Annexation 2 is considered an enclave being it is fully surrounded by incorporated property.
- 3. Annexation Conditions.** The parties agree that the annexation, subdivision, development, and construction on and use of the District property shall be subject to the provisions of State Law, the Town of Ignacio’s Land Use Code, to conditions imposed herein, and on conditions imposed by any Subdivision Improvements or Development Agreement. All future phases of development shall be reviewed at the time of development under the terms and conditions contained in the Town’s Land Use Code then in effect.
- 4. Annexation Agreement.** The provisions of state law and the Town’s Land Use Code provide that the Town may impose conditions on the annexation of any property, and this Agreement is entered between the parties for the purpose of defining the terms of the annexation and to impose certain conditions on the annexation of the District property.
- 5. Mutual Objectives.** Development of the District properties in accordance with this Annexation Agreement will provide for the orderly development of the District property in accordance with the objectives set forth in the Town of Ignacio Land Use Code and

achieve the declarations stated in C.R.S. §24-68-101, et seq, and C.R.S. §31-12-101, et seq.

6. Vesting. The District shall have vesting for property land uses as further set forth herein. Such vesting is only for current land uses and shall be subject to the terms and conditions of the Town Code or the Town's Land Use Code in effect at the time of any future development or changes in use.

7. Land Use Designation. The District hereby consents and the Town hereby agrees to zone the properties as follows:

Exhibit A:

Tracts 5-6 comprise approximately 9.312 total acres and shall be zoned R-1 – Single-Family Residential District.

Tract 7 comprises approximately 4.807 acres and shall be zoned A – Agricultural District.

Exhibit B:

Annexation 1 comprises approximately 18.33 total acres and shall be zoned as detailed below:

- a. The eastern most 10 acres of the subject parcel currently serves as the High School baseball field and vacant land and shall be zoned R-1 Single-Family Residential District.
- b. The western portion of property comprises approximately 8.33 acres and has five (5) single family residential units, six (6) mobile homes, and three (3) modular structures utilized for education. The entirety of this Exhibit shall be zoned R-2 Multi-Family Residential District.

Annexation 2 comprises approximately 2.570 acres and shall be zoned as detailed below:

- a. The land east of Becker Street shall be zoned R-2 Multi-Family Residential District.
- b. The land west of Becker Street shall be zoned R-1 Single-Family Residential District.

The site-specific zoning described above is per the Town of Ignacio Municipal Code, Section 3-5, titled 'Zoning Districts' in effect on the date hereof. Future development on property within Exhibits A and B shall be reviewed and approved in accordance with the Town Land Use Code.

8. Installation of Utilities. Certain District properties are currently served by various Town utilities (i.e. water, sewer, natural gas and irrigation) and other District property has access to Town utilities. Development of District property not served by Town utilities will require the extension of Town utilities and District payment of associated plant investment and tap fees. Town development and construction standards will provide the guidance and direction for the extension and connectivity of utilities. The District agrees

to support the extension of utilities and will provide easements where necessary on District property for utility extension purposes.

The parties specifically agree that the Town shall not have any obligation to install or upgrade any utilities and the Town shall not be required to incur any expenses of any kind to provide utility services to the Properties or to any individual home, mobile home or other improvement located within the Properties.

9. Water Rights. The District shall be required at the time of any future development of the District property, or future change in use of District property, to dedicate water rights sufficient in the opinion of the Town Engineer to serve the development. Previous dedications of water rights for District property shall be considered when that determination is made.

10. Access. Below are details for access to District property:

Exhibit A:

Tracts 5-7 have direct access from Romero Avenue/County Road 320 and County Road 320B.

Exhibit B:

Annexation 1 property has direct access from Candelaria and Las Quiches Streets and an improved (dirt) utility and access easement extending from Becker Street that serves five (5) residences. The improved easement does not currently meet Town Construction Standards and the Town will not accept this access for maintenance until the District upgrades the access to current construction standards. All future access improvements will need to meet the current Town Construction Standards.

Annexation 2 is bisected and served by Becker Street.

11. Processing Fees. The Town has waived the Annexation fees however the District shall pay all fees required by the Town for future development, including, but not limited to, fees for land use applications, subdivisions, building permits for non-school facilities, and project permits which are necessary to accomplish the intent and purpose of this Agreement.

12. Impact Fees. The Town has established certain uniform development impact fees that directly address the effect of development intended to occur within the corporate boundaries. Currently, the Town is waiving Impact Fees and anticipates ending this fee entirely. However, in the event Impact Fees are not abolished, the District will be required to pay appropriate fees when development occurs on District property.

13. Annexation Plan. The District has not completed an Annexation Plan for the subject District property. The Town and District have been meeting and working jointly on multiple items that effect each entity, and collectively have agreed to work on items of mutual interest. Specifically, the District has prepared a subdivision plan for property in

Exhibit B, Annexation 1, which is for the development of housing. Similarly, the Town has future plans for housing on the Rock Creek property which is west of subject District subdivision. This potential development will add to the current traffic impacts that are a result of the new Elementary and Middle schools and the early education center. A new traffic study at the Becker and Goddard intersection has provided data on these impacts and CDOT is now working with the Town on the vehicular and pedestrian infrastructure improvements that will best serve this intersection. Joint meetings between the Town and District have focused on the need to share costs associated with traffic signal improvements at the Becker and Goddard intersection and this is again reiterated in this Annexation Agreement so funding is allocated when the time comes for these infrastructure improvements.

14. **Effective Date.** This Agreement shall be effective upon the attesting date from the Town Clerk which was preceded by the review and approval by the Town and School Boards respectively.
15. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Legal actions necessary due to failure to act in accordance with this Agreement sought by either the Town or District shall be processed in the appropriate County or District court.
16. **Attorney's Fees.** The prevailing party in any litigation arising from this Agreement shall be entitled to recover all costs of that action, including but not limited to reasonable attorney's fees.
17. **Covenant.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the parties hereto.
18. **Recordation.** The Town shall record a copy of this Agreement with the Clerk and Recorder of La Plata County within 10 days following its execution by both parties.
19. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the property.
20. **Severability.** If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

21. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.
22. **No Third-Party Beneficiaries.** The only parties to this Agreement are the Town and District and their successors-in-interest. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.
23. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.
24. **Legal Advice; Neutral Interpretation; and Headings.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.
25. **Discretion to Encumber.** This Agreement shall not prevent or limit the District in any manner, at its sole discretion, from encumbering the property or any portion of the property or any improvement on the property, any mortgage, deed of trust or other security device securing financing with respect to the property or its improvements.
26. **Notice.** Any notice required by this Agreement shall be effective if sent via Certified U.S. Mail, postage prepaid, addressed as follows (unless changed by written notice by one party to the other):

Town of Ignacio:

P.O. Box 459, Ignacio, CO. 81137

Ignacio School District 11JT:

P.O. Box 460, Ignacio, CO. 81137

