



Reception #: 1164704 11/21/2019 12:18:18 PM
La Plata County Recorder, Tiffany Parker Page 1 of 10
Rec Fee: \$58.00 Doc Fee: \$0.00 AIM

ORDINANCE NO. 340

AN ORDINANCE OF THE TOWN OF IGNACIO, COLORADO, ANNEXING IGNACIO SCHOOL DISTRICT 11JT PROPERTIES INTO THE MUNICIPAL CORPORATE BOUNDARIES

WHEREAS, the Town of Ignacio (Town) has received all pertinent information from the Ignacio School District 11JT (District) for the annexation of two (2) properties located along County Road (CR) 320/Romero Avenue and Candelaria Drive; and

WHEREAS, the Town has completed agency notifications and the Town Board has conducted a public hearing and found that all of the requirements of C.R.S. 31-12-101 *et seq.* have been fulfilled; and

WHEREAS, the Town approved Resolution 04-2018 on October 15, 2018, formally initiating this annexation; and

WHEREAS, the Town and District Boards have met on several occasions and worked on clarifying numerous property, development, easement and access issues which are now defined in the annexation agreement which was approved by the District at their October 10, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF IGNACIO, AS FOLLOWS:

1. The attached Exhibit A titled Ignacio School District 11JT Annexation Plat details subject property (Middle School Property) that is hereby annexed into the Town of Ignacio.
2. The attached Exhibit B titled Ignacio School District 11JT Annexation Plat details subject property (High School Fields and Property) that is hereby annexed into the Town of Ignacio.
3. The attached Exhibit C titled Annexation and Development Agreement is approved as a condition of this annexation.

PASSED, APPROVED AND ORDERED PUBLISHED this 28th day of October, 2019.

TOWN OF IGNACIO:



Stella Cox, Mayor

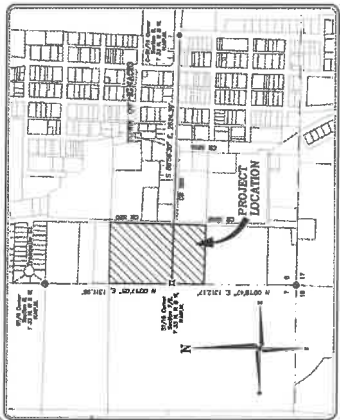
ATTEST:



Tuggy Dunton, Town Clerk

RTN Town of Ignacio PO Box 459 Ignacio, CO 81137

IGNACIO SCHOOL DISTRICT 11JT ANNEXATION TO THE TOWN OF IGNACIO LOCATED IN THE SW1/4 OF SECTION 8, T 33 N, R 7 W, S.U.L.L., N.M.P.M. LA PLATA COUNTY, COLORADO



VICINITY MAP
SCALE: 1" = 500'

PLAT NOTICES:

- Record dimensions match measured dimensions as shown hereon unless otherwise noted.

**GENERATOR OF INTERESTS
KNOW ALL MEN BY THESE PRESENTS:**
That Ignacio School District 11JT, whose address is 433 Becker Street, Ignacio, Colorado 81048, is the owner of the land covered by Warranty Deed No. 168841, recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Registration Number 168841.

Less and except the portion dedicated to the Town of Ignacio as described by Warranty Deed Number _____, recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Registration Number _____.

This plat is hereby executed by the following parties:
By _____, Superintendent of Schools
COUNTY OF _____, SS:
STATE OF _____

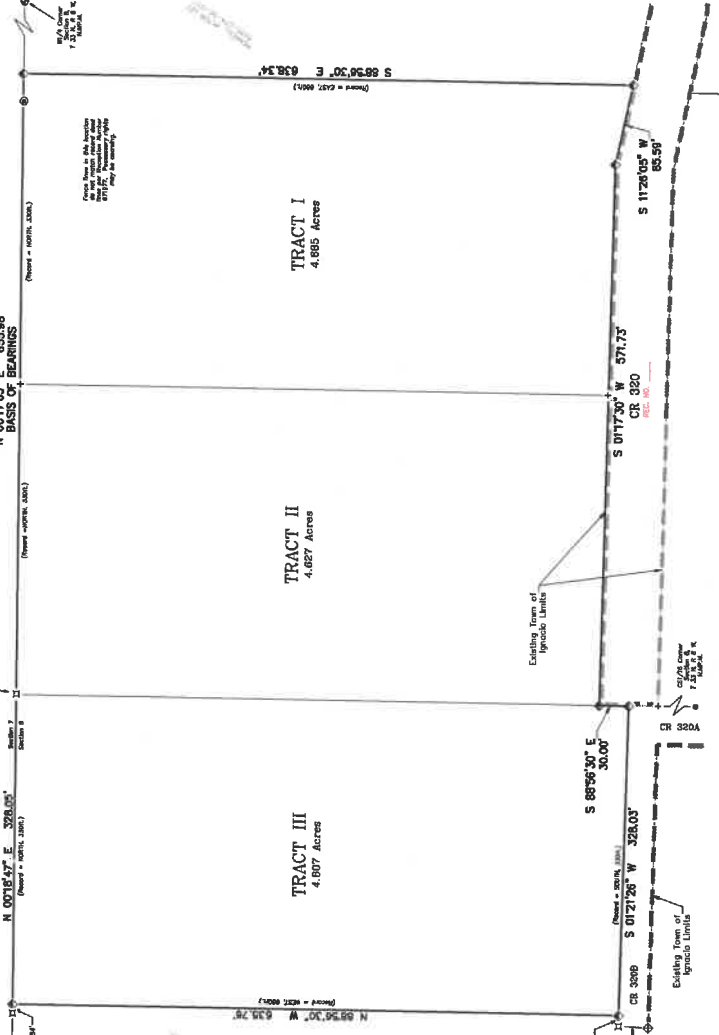
The foregoing instrument was acknowledged before me by _____, Superintendent of Schools, on this _____ day of _____, 2018, for the aforementioned purposes.

My Commission Expires _____
Notary Public

Mayor, Town of Ignacio

Town Clerk, Town of Ignacio

ANNEXATION
TOTAL PERMETER - 3274.91'
LENGTH OF CONTIGUITY - 574.71'
PERCENTAGE OF CONTIGUITY - 33%CONTIGUITY - 33%



GENERATOR OF SURVEYOR
I, _____, a duly licensed and duly sworn Surveyor, do hereby certify that the above described plat was prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and that the same are true and correct in all particulars, and that the same conform to the standards and requirements of the State of Colorado, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of a Professional Land Surveyor practicing in the State of Colorado.

PRELIMINARY

Robert L. _____, P.L.S.
Commission Registration No. 38007

NOTICE:
According to the laws of the State of Colorado, any legal action based upon any defect in this plat must be commenced within the period of time specified herein. No action may be brought against the Surveyor for any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

- DESCRIPTOR OF MONUMENTS**
- ◆ FOUND 5/8\"/>
 - ◆ FOUND A STANDARD S.L.L.M. MONUMENT 2-1/2\"/>
 - ◆ PIPE WITH A 3-1/4\"/>
 - ◆ FOUND 3/4\"/>
 - ◆ FOUND 5/8\"/>
 - ◆ FOUND A P.K. NAIL
 - ◆ POSITION FOR CORNER - MONUMENT NOT FOUND ON SET



BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4, SW 1/4 OF SECTION 8, T 33 N, R 7 W, S.U.L.L., N.M.P.M. THE POINT OF BEGINNING HAVING BEEN MONUMENTED AS SHOWN HEREON.
(Reference bearing = S 0° 17' 00\"/>

GOFF ENGINEERING & SURVEYING INC.
1818 W. MAIN ST. SUITE 100
DURANGO, COLORADO 81301
PH: 248-7178

IGNACIO SCHOOL DISTRICT 11JT ANNEXATION TO THE TOWN OF IGNACIO

LANDING NUMBER OF RECORD: 168841
PREPARED BY: LA PLATA COUNTY, COLORADO
REGISTERED: 11/11/2011
REGISTERED: 11/11/2011

DATE: 04/23/2018

IGNACIO SCHOOL DISTRICT 11JT ANNEXATION TO THE TOWN OF IGNACIO

LOCATED IN THE NW1/4 OF SECTION 8, T 33 N, R 7 W, N.M.P.M.
LA PLATA COUNTY, COLORADO



CERTIFICATE OF OWNERS
KNOW ALL MEN BY THESE PRESENTS:
 That Ignacio School District 11JT, whose address is 455 Becker Street, Ignacio, Colorado 81137, being the legal and record owner of the S1/2NW1/4NW1/4 of Section 8 Township 33 North, Range 7 West, N.M.P.M., less and except Condellaria Drive and Condellaria Lane, And Lots 14, 15 and 16, Block 11, Town of Ignacio, according to the plat thereof filed in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception Number 54587. Have caused the portions indicated hereon to be annexed pursuant to Ordinance No. 0-2016- recorded in the Office of the La Plata County, Colorado, Clerk and Recorder under Reception Number _____ and the Annexation Agreement recorded in the Office of the said Clerk and Recorder under Reception Number _____

THIS PLAT IS HEREBY EXECUTED BY THE FOLLOWING PARTIES:
 IGNACIO SCHOOL DISTRICT 11JT

By _____
 Rocco Fuschetto Ed.D, Superintendent of Schools

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by Rocco Fuschetto, Superintendent of Schools, on this _____ day of _____, 2016, for the aforementioned purpose.

My Commission Expires _____ Notary Public

TOWN OF IGNACIO APPROVAL:
 The Plat shown hereon is approved by the Town Council of the Town of Ignacio and all easements and right-of-way dedications offered to the Town of Ignacio are hereby accepted on this _____ day of _____, 2016.

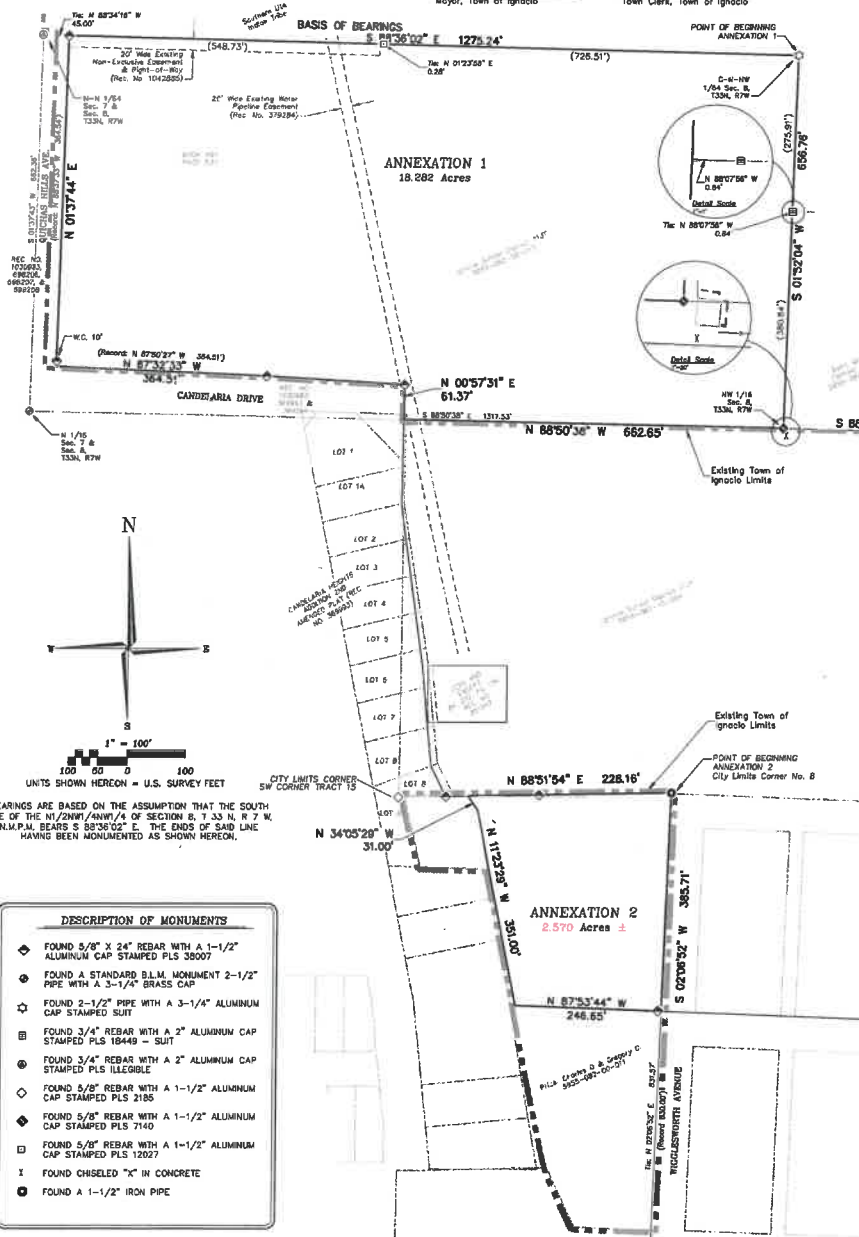
Mayer, Town of Ignacio _____
 Town Clerk, Town of Ignacio _____

ANNEXATION DESCRIPTION 1:
 A tract of land located in NW1/4 Section 8, Township 33 North, Range 7 West, New Mexico Principal Meridian being more particularly described as follows:
 Beginning at the O-N-W 1/4 Corner of said Section 8;
 Thence S 01° 52' 04" W, along the East line of the S1/2NW1/4NW1/4 of said Section 8, a distance of 856.76 feet to the NW1/4 Corner of said Section 8;
 Thence N 88° 52' 38" W, along the North line of the S1/2NW1/4NW1/4 of said Section 8, a distance of 582.85 feet to a point on the easterly right-of-way of Condellaria Drive;
 Thence N 00° 57' 31" E, along said easterly right-of-way, a distance of 61.37 feet to the northerly right-of-way of Condellaria Drive;
 Thence N 88° 53' 52" W, along said northerly right-of-way, a distance of 244.79 feet;
 Thence N 87° 32' 33" W, continuing along said northerly right-of-way a distance of 354.81 feet to the easterly right-of-way of Condellaria Lane;
 Thence N 01° 37' 44" E, along said easterly right-of-way a distance of 382.76 feet to a point on the North line of the S1/2NW1/4NW1/4 of said Section 8;
 Thence S 88° 36' 02" E, along said North line, a distance of 1275.24 feet to the point of beginning.
 Contains 18.282 Acres (more or less).

ANNEXATION DESCRIPTION 2:
 A tract of land located in NW1/4 Section 8, Township 33 North, Range 7 West, New Mexico Principal Meridian being more particularly described as follows:
 Beginning at existing Town of Ignacio City Limits Corner No. 8, being on the southerly line of Tract 15 of the Aspas-Payne Subdivision as recorded in the Office of the La Plata County, Colorado Clerk and Recorder under Reception Number 180027;
 Thence S 02° 08' 52" W, a distance of 385.71 feet to the northerly right-of-way of Becker Street;
 Thence N 87° 53' 44" W, along said northerly right-of-way, a distance of _____ feet to the point of beginning.
 Contains 2.570 Acres (more or less).

PLAT NOTICES:
 1. Record dimensions match measured dimensions as shown hereon unless otherwise noted.

<p>ANNEXATION 1</p> <p>TOTAL PERIMETER - 3948.08' LENGTH OF CONTIGUITY - 1333.32' NET ACRES - 18.282 CONTIGUITY - 35%</p>	<p>ANNEXATION 2</p> <p>TOTAL PERIMETER - _____ LENGTH OF CONTIGUITY - _____ NET ACRES - _____ CONTIGUITY - _____</p>
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BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE N1/2NW1/4NW1/4 OF SECTION 8, T 33 N, R 7 W, N.M.P.M. BEARS S 83°30'00" E. THE ENDS OF SAID LINE HAVING BEEN MONUMENTED AS SHOWN HEREON.

- DESCRIPTION OF MONUMENTS**
- ◆ FOUND 5/8" X 24" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 38007
 - ◆ FOUND A STANDARD B.L.M. MONUMENT 2-1/2" PIPE WITH A 3-1/4" BRASS CAP
 - ☆ FOUND 2-1/2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED SUIT
 - FOUND 3/4" REBAR WITH A 2" ALUMINUM CAP STAMPED PLS 18449 - SUIT
 - FOUND 3/4" REBAR WITH A 2" ALUMINUM CAP STAMPED PLS ILLEGIBLE
 - ◇ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 2185
 - ◆ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 7140
 - ◆ FOUND 5/8" REBAR WITH A 1-1/2" ALUMINUM CAP STAMPED PLS 12027
 - FOUND CHISELED "X" IN CONCRETE
 - FOUND A 1-1/2" IRON PIPE

CERTIFICATE OF SURVEYOR:
 I hereby state that this survey and plat were prepared from field notes of an actual survey performed by me or under my direct responsibility, supervision and checking, and from documents recorded in the Office of the La Plata County, Colorado, Clerk and Recorder, and that, in my professional opinion, they are true and correct to the best of my knowledge, belief and information based on the standards of care of Professional Land Surveyors practicing in the State of Colorado.

PRELIMINARY FOR REVIEW

Robert L. _____, P.L.S.
 Colorado Registration No. 38007

NOTICE:
 According to the laws of the State of Colorado, any legal action based upon any defect in this survey must commence within three years after such defect was first discovered. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STATE OF COLORADO)
) SS
 LA PLATA COUNTY)
 I hereby state that this instrument was filed for record at _____ o'clock _____ M _____ 20____ and duly filed.
 Reception Number _____ Fees _____
 By _____ Tiffany Lee Parker, Recorder _____ Deputy

GOFF

ENGINEERING + SURVEYING INC

128 ROCK POINT DRIVE
 PO BOX 89
 DURANGO, COLORADO 81302
 970.847.1705

IGNACIO SCHOOL DISTRICT
 11JT ANNEXATION TO
 THE TOWN OF IGNACIO

PROJECT NO. 14-14 (SCALE: 1"=100') DATE: 05/02/16

PREPARED BY: K. MCJACHIN CHECKED BY: R. THORNTON

DATE: 05/02/16

Sheet 1 of 1

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement is made and entered into this ~~11~~¹⁴ day of ~~November~~ 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 an application 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. Below are several exhibits which are associated with this annexation agreement:

Exhibit A denotes three (3) tracts of property that are to be annexed and meet all contiguity requirements. Specifically, Tracts 5-6 are developed and serve as the Middle School and adjoining facilities, and Tract 7 is comprised of residential and agricultural uses. Zoning will be Single Family Residential (R-1) for Tracts 5-6 and Agricultural for Tract 7.

Exhibit B denotes two (2) annexations with specific District property that also meets all contiguity requirements. Annexation 1 identifies property that has a mix of uses including school athletic fields, teacher and rental housing (stick-built and manufactured), modular education facilities and vacant land. Annexation 2 illustrates District property that is considered an enclave by State statute and 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. Zoning will be Multi Family Residential (R-2) for Annexations 1 and 2.

Exhibit C is a plat denoting Becker Street and associated Right-of-Way (ROW), which represents current conditions for improvements and ROW that have not been previously platted. Per this Agreement, the District is going to dedicate Becker Street and ROW to the Town and this exhibit and plat are incorporated herein by this reference. Parcels 1-2 are District properties with new boundaries, and Parcel 3 is to be dedicated by the District to the Town and will become Town property. All parcels and associated boundaries are a result of the Becker Street dedication.

Exhibit D is a plat denoting a proposed subdivision of property within Exhibit B. This is a preliminary subdivision plat prepared in accordance with the Town Land Use Regulations but has yet to be formally submitted for review. The plat identifies 15 new residential housing lots, three parcels (A-C) and a large lot (Lot 16) for existing education uses.

3. **Annexation Conditions.** The Town and District 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 subject to provisions of CRS 22-32-124, 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 subject terms and conditions detailed above.
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 Town and District 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. "Notwithstanding the foregoing, nothing herein shall be construed to limit the District Board of Education's authority regarding the location of school facilities, or to alter the process set forth in CRS 22-32-124."
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'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:

- 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.
- 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:

- The land east of Becker Street shall be zoned R-2 Multi-Family Residential District.
- 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 subject to CRS 22-32-124.

- 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 currently served by Town utilities will require the extension of utilities and 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 District agrees 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.

The Town has paid for and extended new water service connections to the five (5) residences located within Annexation 1, however the residences have not been connected to the Town water utility and will not be connected until the required Plant Investment and Tap fees have been paid.

- 9. Water Rights.** The District may be required at the time of any future development of the District property, or future changes in use of District property, to dedicate to the Town water rights that are no longer utilized by the District. The Town may refuse the water rights if they cannot be put ~~the water rights~~ to beneficial use.

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

Exhibit A:

Tracts 5-7 have direct access from County Road 320/Romero Avenue 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 utility and access easement will be maintained by the Town upon approval of this agreement, however expansion or changes in use of the District property served by this easement will require upgrades and paving by the District in accordance with the 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, utility fees, and other fees 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 a formal Annexation Plan for the District properties referenced within this agreement. The Town and District have been meeting and working jointly on multiple items that affect each entity, and collectively have agreed to work on items of mutual interest. Specifically, the District and Town have worked on and agreed to the following:
- a. In accordance with Exhibit C, the District will dedicate Becker Street, associated ROW and easements and Parcel 3 to the Town.
 - b. The Town will process a Minor Subdivision utilizing Exhibit C which will define property boundaries for Parcels 1-3 resulting from the Becker Street dedication.
 - c. The Town will transfer ownership of Lot 8, Block 0, Candelaria Heights Addition, located at 117 Romero Avenue to the District.
 - d. The District will prepare the necessary title work and the Town and District will execute all legal documents and record this plat with the La Plata County Clerk.
 - e. The Town will maintain all current Becker Street and access improvements, except for conditions stipulated in section 10. above.

- f. The District has prepared a major subdivision plat (Exhibit D) for future residential development and includes existing non-profit and education land uses. The District acknowledges that traffic impacts from the Elementary and Middle Schools and non-profit and education uses, and future residential development denoted in Exhibit D, are and will impact the Becker Street/Goddard Avenue intersection. The Town has completed a traffic study at this intersection and improvements are needed to address current and future traffic impacts. A plan to improve this intersection is being formalized and has been tentatively established for construction in the fall of 2020. The Town, District and Colorado Department of Transportation (CDOT) have mutually agreed to negotiate in good faith on an Intergovernmental Agreement (IGA) which denotes specific responsibilities and denotes cost sharing of the improvements at the Becker/Goddard intersection.
- g. In the event the District considers selling the old Elementary School (now occupied by ELHI) the Town will have the first right of refusal for this property.

- 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 La Plata 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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF IGNACIO, COLORADO:

By: Stella Cox
Stella Cox, Mayor

Attest.

By: Tuggy Dunton
Tuggy Dunton, Town Clerk

IGNACIO SCHOOL DISTRICT, 11JT

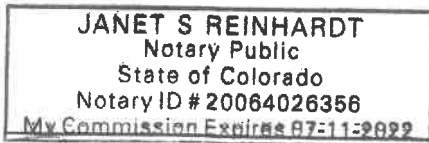
By: Julie McClain

STATE OF Colorado)
COUNTY OF La Plata)^{SS}

The foregoing instrument was acknowledged before me this 14th day of November, 2019.
by:

WITNESS my hand and official seal.

My commission expires: 7-11-2022



Janet S Reinhardt
Notary Public