

ANNEXATION AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND
COTTONWOOD LAND AND FARMS, LLC, REGARDING THE
STRAUSS LAKES ANNEXATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF FORT COLLINS, a Colorado home rule municipal corporation, ("City") and COTTONWOOD LAND AND FARMS, LLC, a Colorado limited liability company, as successor in interest to Cottonwood Land and Farms, LTD., a Colorado limited partnership ("Owner").

RECITALS

- (1) Owner is the owner of certain real property generally located northeast of the intersection of Ziegler Road and Horsetooth Road consisting of approximately 147.499 acres ("Property") and more particularly described in the annexation petition on file with the City Clerk and attached hereto and incorporated herein as Exhibit A ("Annexation Petition");
- (2) The Property is located in unincorporated Larimer County within the Fort Collins Growth Management Area ("GMA") with such GMA established and governed by the terms of the June 24, 2008, *Intergovernmental Agreement (Regarding Cooperation on Managing Urban Development)* between the City and Larimer County as subsequently amended on January 16, 2017, and February 4, 2020, and subject to further amendment ("Growth Management IGA"), and the applicable provisions of the Larimer County Land Use Code ("Larimer LUC");
- (3) The Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City, as amended from time to time except as specifically addressed in this Agreement;
- (4) The Owner proposes to develop the Property in a certain manner and has submitted an application for an Overall Development Plan, Application # ODP240003, ("ODP") to the City in anticipation of annexation of the Property;
- (5) The Owner proposes to establish several metropolitan districts to provide various public improvements and operations and maintenance services for the benefit of the Property, and Owner intends to submit a Metropolitan District Service Plan inclusive of all revenue raising powers and authority that are included in the City's Model Service Plan as of the Effective Date of this Agreement ("Service Plan") for the Council's future review and approval;
- (6) Before the City can determine whether to approve the ODP and Service Plan, the Property must be annexed to the City and subject to the City's jurisdiction;

- (7) In the event of occurrence of any Disconnection Event (defined below), Owner desires the option to decide whether to disconnect the Property from the City and develop the Property within unincorporated Larimer County;
- (8) The Owner's willingness to annex the Property into the City is conditioned upon its ability to disconnect the Property should a Disconnection Event occur; and
- (9) The Fort Collins City Council ("Council") and Owner acknowledge the mutual benefits of entering into this Agreement.

THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained and the recitals which are incorporated into this Agreement, the parties agree as follows:

- (1) Owner's Right to Disconnect the Property. After the date the required documents have been recorded with the Office of the Larimer County Clerk and Recorder to complete annexation of the Property pursuant to Section 31-12-113, Colorado Revised Statutes ("C.R.S."), the Owner has the right, subject to the other terms of this Agreement, to disconnect the Property pursuant to the following:
 - (A) The Owner will have until five (5) p.m. on the day that is ninety (90) calendar days after the date of occurrence of any of the following (each, a "Disconnection Event") to deliver a written request to the City Clerk's Office that the Council disconnect the Property pursuant to the terms of this Agreement ("Deadline"):
 - (i) Council denies the Owner's requested placement of the Property within the LMN and MMN Zone Districts at the time of annexation of the Property;
 - (ii) The Planning and Zoning Commission, or the Council on appeal, denies the ODP;
 - (iii) The Planning and Zoning Commission, or the Council on appeal, approves the ODP with conditions of approval unacceptable to Owner in Owner's sole and absolute discretion;
 - (iv) Council denies the initial Service Plan when it is presented to the Council for consideration or staff refuses to present the Service Plan for Council consideration;
 - (v) The ODP or Service Plan remain unapproved for any reason as of the date that is eighteen (18) months after the Effective Date;
 - (vi) The Project Development Plan or Basic Development Review application for the first phase of development of the ODP is denied by the original City decision maker within five (5) years after the Effective Date.
 - (B) Upon receipt of the notice, the City Clerk will transmit the written request to the Council, and the Council must adopt an ordinance on second reading within

ninety (90) calendar days to disconnect the Property from the City and file two certified copies of the approved disconnection ordinance with the Office of the Larimer County Clerk and Recorder within ten (10) business days after it becomes effective. In disconnecting the Property, the Owner's written request to disconnect the Property pursuant to Subsection (1)(A) is deemed a sufficient basis for disconnection and will be deemed sufficient for a finding that the best interests of the City will not be prejudiced by disconnection pursuant to LUC Section 6.10.6, which finding shall not be required.

(C) If the City Clerk's Office has not received a written request by the Deadlines described in Subsection (1)(A), the Council is not obligated to disconnect the Property pursuant to this Agreement.

(2) Termination of Owner's Right to Disconnect the Property. The Owner's right to disconnect the Property and the City's obligation to do so pursuant to Section (1) automatically terminate if any one or more of the following occur:

(A) The Council denies the Annexation Petition for any reason at the hearing set pursuant to Section 31-12-108(1), C.R.S., or at any subsequent associated hearing or Council meeting to determine whether the annexation should be approved.

(B) The Owner has reserved the right to withdraw the Annexation Petition in writing in the Annexation Petition and withdraws the Annexation Petition at any time prior to the Council roll call for the vote on second reading of the Council annexation ordinance.

(C) The Owner has not submitted a Service Plan to the City within nine (9) months after the Effective Date.

(D) The Owner has not submitted a complete Project Development Plan or Basic Development Review application for the first phase of development of the ODP within eighteen (18) months after the Effective Date.

(E) All of the following have occurred:

- (i) The ODP is approved and is no longer subject to appeal pursuant to Article II, Division 3, of the Code of the City of Fort Collins;
- (ii) Council has adopted a resolution approving a timely submitted Service Plan within eighteen (18) months after the Effective Date; and
- (iii) The Deadline has passed for all of the Disconnection Events listed in Section (1)(A) without the City Clerk's Office having received a timely written request to disconnect the Property.

(3) Applicability of Growth Management IGA, Larimer LUC, and City Authority to Annex.

- (A) The City and the Owner agree and acknowledge that the annexation and subsequent disconnection of the Property will not impair or affect in any way the applicability of the Growth Management IGA or the Larimer LUC, including subsequent amendments, to the Property regarding future possible annexation of the Property pursuant to the Growth Management IGA or Larimer LUC.
- (B) Notwithstanding the foregoing, any denial of the annexation petition by the City or disconnection of the Property pursuant to this Agreement shall be deemed for purposes of the Growth Management IGA not to have been made for the reason that the annexation petition contained conditions deemed by the City to be unacceptable, and the parties agree that in the event of any such denial or disconnection the County's subsequent acceptance, review and approval of a development application from the Owner is not a violation of the Growth Management IGA related to unacceptable annexation conditions.
- (C) Further, disconnection of the Property pursuant to this Agreement will in no way impair the City's authority to subsequently annex the Property pursuant to the Growth Management IGA or Larimer LUC and any disconnection pursuant to this Agreement is not to be construed as a City denial of an annexation petition for purposes of the Growth Management IGA. To the contrary, the City wishes to annex and forever incorporate the Property within the City's municipal boundaries.

(4) Additional Terms.

- (A) Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, if allowed by law, in lieu of such invalid, illegal, or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable. If such reformation is not possible, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.
- (B) Amendment. This Agreement may be amended by the City and Owner only by mutual agreement in writing and any amendment must be recorded with the Office of the Larimer County Clerk and Recorder and shall be covenants running with the land binding upon all persons or entities having an interest in the Property unless otherwise specified in the amendment.
- (C) Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.
- (D) Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall

have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

- (E) Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of law is intended to refer to any subsequent amendments or revisions to such law and the parties agree that such amendments or revisions shall be binding upon Owner, except to the extent provided in this Agreement.
- (F) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the Office of the Larimer County Clerk and Recorder at the City's expense.
- (G) Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Any proceeding, claim, action or alternative dispute resolution arising out of or relating to this Agreement shall be brought in a Colorado state court of competent jurisdiction in Larimer County, Colorado, or if federal court is legally required, a United States District Court of competent jurisdiction in Denver, Colorado.
- (H) Legislative Discretion. The Owner acknowledges that the Fort Collins Planning and Zoning Commission review and decision regarding the ODP is quasi-judicial in nature, as is any review of the Planning and Zoning Commission decision on appeal, and any such quasi-judicial decision is independent of the terms of this Agreement. Furthermore, the Council's decision on annexation of the Property and the Service Plan is legislative and no assurances of approval have been made to or relied upon by the Owner.
- (I) No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.
- (J) Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.
- (K) Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Annexation Agreement effective as of the Effective Date.

CITY OF FORT COLLINS, COLORADO, a Colorado home rule city

By: _____
Emily Francis, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Brad Yatabe, Deputy City Attorney

COTTONWOOD LAND AND FARMS, LLC, a Colorado limited liability company

By: _____
William McDowell

Date: _____

EXHIBIT A – ANNEXATION

PETITION FOR ANNEXATION

THE UNDERSIGNED (hereinafter referred to as the "Petitioners") hereby petition the Council of the City of Fort Collins, Colorado for the annexation of an area, to be referred to as the Strauss Lakes Annexation to the City of Fort Collins. Said area, consisting of approximately One hundred forty seven point four nine nine (147.499) acres, is particularly described on Attachment "A," attached hereto.

The Petitioners allege:

1. That it is desirable and necessary that such area be annexed to the City of Fort Collins.
2. That the requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met.
3. That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the boundaries of the City of Fort Collins.
4. That a community of interest exists between the area proposed to be annexed and the City of Fort Collins.
5. That the area to be annexed is urban or will be urbanized in the near future.
6. That the area proposed to be annexed is integrated with or capable of being integrated with the City of Fort Collins.
7. That the Petitioners herein comprise more than fifty percent (50%) of the landowners in the area and own more than fifty percent (50%) of the area to be annexed, excluding public streets, alleys and lands owned by the City of Fort Collins.
8. That the City of Fort Collins shall not be required to assume any obligations respecting the construction of water mains, sewer lines, gas mains, electric service lines, streets or any other services or utilities in connection with the property proposed to be annexed except as may be provided by the ordinance of the City of Fort Collins.

Further, as an express condition of annexation, Petitioners consent to the inclusion into the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict") pursuant to §37-45-136(3.6) C.R.S., Petitioners acknowledge that, upon inclusion into the Subdistrict, Petitioners' property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict at the time of inclusion of Petitioners' lands. Petitioners agree to waive any right to an election which may exist pursuant to Article X, §20 of the Colorado Constitution before the Subdistrict can impose such mill levies and special assessments as it has the authority to impose. Petitioners also agree to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, §20 of the Colorado Constitution.

WHEREFORE, said Petitioners request that the Council of the City of Fort Collins approve the annexation of the area described on Attachment "A." Furthermore, the Petitioners request that said area be placed in the LMN and MMN Zone Districts pursuant to the Land Use Code of the City of Fort Collins.

EXHIBIT A TO ORDINANCE NO. 136, 2026

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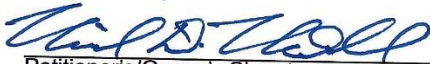
(Check box if applicable). The Petitioners reserve the right to withdraw this petition and their signatures therefrom at any time prior to the commencement of the roll call of the City Council for the vote upon the second reading of the annexation ordinance.

Individual Petitioners signing this Petition represent that they own the portion(s) of the area described on Attachment "A" as more particularly described below:

A tract of land situate in the County of Larimer, State of Colorado, to-wit:

See Legal Description on Attachment "A"

IN WITNESS WHEREOF, I/we have executed this Petition for Annexation this 10th day of July, 2026.



Petitioner's/Owner's Signature

Petitioner's/Owner's Signature

P.O. Box 229

Address

Address

Boulder

City

CO

State

80306

Zip

City

State

Zip

ATTACHMENT "A"

PROPERTY DESCRIPTION

A parcel of land being part of Section Twenty-eight (28) and part of the North Half (N1/2) of Section Thirty-three (33), both in Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 28 and assuming the West line of the Southwest Quarter (SW1/4) of said Section 28, being monumentalized by a #6 rebar with a 2 1/2" aluminum cap stamped "LS34993, 2008" at the South end and by a 2 3/4" pipe with a 3 1/4" aluminum cap stamped "LS17497, 1987" at the North end, as bearing North 00°10'30" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2651.08 feet, with all other bearings contained herein relative thereto:

THENCE North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 a distance of 1158.93 feet to the POINT OF BEGINNING, said point lying on the Easterly line of Webster Second Annexation, recorded July 20, 1992 as Reception No. 92041897 of the records of the Larimer County Clerk and Recorder;

THENCE continuing North 00°10'30" West along the West line of the Southwest Quarter (SW1/4) of said Section 28 and along the Easterly line of said Webster Second Annexation and along the Easterly line of Rigden Farm Annexation, recorded August 23, 1988 as Reception No. 88039690 of the records of the Larimer County Clerk and Recorder, a distance of 1492.15 feet to the West Quarter (W1/4) corner of said Section 28;

THENCE continuing North 00°10'30" West along the West line of the Northwest Quarter (NW1/4) of said Section 28 and along the Easterly line of said Rigden Farm Annexation a distance of 2159.30 feet;

THENCE North 89°49'30" East, departing from the West line of the Northwest Quarter (NW1/4) of said Section 28, a distance of 114.66 feet;

THENCE South 15°04'45" East a distance of 229.68 feet;

THENCE South 21°36'28" West a distance of 108.13 feet;

THENCE South 10°32'42" East a distance of 115.89 feet;

THENCE South 24°37'47" East a distance of 522.26 feet;

THENCE South 46°01'34" East a distance of 284.23 feet;

THENCE South 42°28'26" East a distance of 371.08 feet;

THENCE South 38°25'34" East a distance of 345.50 feet;

THENCE South 34°19'19" East a distance of 367.14 feet;

THENCE South 31°19'46" East a distance of 461.85 feet;

THENCE South 27°58'39" East a distance of 474.36 feet;

THENCE South 33°07'21" East a distance of 473.54 feet;

THENCE South 52°30'40" East a distance of 198.11 feet;

THENCE South 19°48'54" East a distance of 318.67 feet;

THENCE South 29°45'20" East a distance of 461.31 feet;

THENCE South 30°25'11" East a distance of 283.52 feet;

THENCE South 35°02'30" East a distance of 249.02 feet;

THENCE South 44°01'29" East a distance of 131.65 feet;

THENCE South 46°36'26" East a distance of 232.41 feet;

THENCE South 00°00'00" East a distance of 170.07 feet to the South Right-of-way line of Horsetooth Road, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 28;

THENCE North 89°39'32" West along said South Right-of-way line a distance of 358.46 feet to the East line of the Northwest Quarter (NW1/4) of said Section 33;

THENCE South 00°14'11" East along the East line of the Northwest Quarter (NW1/4) of said Section 33 a distance of 8.00 feet to the Northeast corner of Lot 2, Amended Plat of the Amended Plat of the Roselle - Shields M.L.D. No. 99-S1466, recorded July 6, 2016 as Reception No. 20160042793 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°38'13" West along said the North line of said Lot 2, which is Thirty-eight (38) feet, as measured at a right angle, South of and parallel with the North line of the Northwest Quarter (NW1/4) of said Section 33, a distance of 1627.13

EXHIBIT A TO ORDINANCE NO. 136, 2026

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feet to the Northeasterly line of Tract "A," 2nd Amended Plat of Morgan's Ridge, P.U.D., recorded November 18, 1980 as Reception No. 388340 of the records of the Larimer County Clerk and Recorder;

THENCE North 25°40'04" West along the Northeasterly line of said Tract "A" a distance of 3.34 feet to the Northeast corner of said Tract "A," said point being a Southerly corner of Strauss Lakes Development Annexation, recorded May 1, 2003 as Reception No. 2003-0052891 of the records of the Larimer County Clerk and Recorder;

The following Seven (7) courses and distances are along the Southerly, Northeasterly and Northwesterly lines of said Strauss Lakes Development Annexation:

THENCE continuing North 25°40'04" West a distance of 5.56 feet;

THENCE South 89°38'13" East a distance of 31.31 feet;

THENCE North 23°15'56" West a distance of 513.99 feet;

THENCE North 37°49'36" West a distance of 188.78 feet;

THENCE North 46°56'06" West a distance of 839.47 feet;

THENCE North 32°02'34" West a distance of 60.00 feet;

THENCE South 57°57'25" West a distance of 93.99 feet to the POINT OF BEGINNING.

Said parcel of land contains 147.499 acres, more or less ($\pm$), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

ATTACHMENT "C"

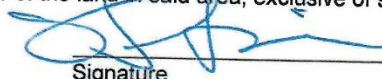
ATTORNEY CERTIFICATION

I, Kristofer M. Simms, an attorney licensed to practice in the State of Colorado, hereby certify that, as of the date of this certificate, the signers of this Annexation Petition for the area referred to as the Strauss Lakes Annexation to the City of Fort Collins are the owners of real property in the area proposed for annexation. Furthermore, I certify that said owners constitute more than 50% of the landowners in the area proposed for annexation, as said area is described on Attachment "A" of said Annexation Petition, and own more than 50% of the land in said area, exclusive of streets and alleys.

Date

7/7/26

Signature



Attorney Reg. No.

33044

ATTACHMENT "B"

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The undersigned, being first duly sworn upon his oath states:

That he was the circulator of the attached Petition for Annexation and that each signature therein is the signature of the person whose name it purports to be.

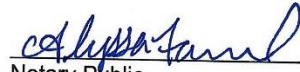


Circulator's Signature

Subscribed and sworn to before me this 10th day of July, 2026,
by William McDowell.

WITNESS my hand and official seal.

9-15-2027
Commission Expiration


Notary Public