

DRAFT ANNEXATION AGREEMENT

(Genette Simpkins RLT *for* Love Parcel)

THIS AGREEMENT is made and entered into this 19TH day of JULY, 2023, by and between Genette Simpkins RLT, a Colorado Revocable Living Trust, hereinafter referred to as “Owner,” and the TOWN OF GRAND LAKE, a Colorado municipality, hereinafter referred to as “Grand Lake” or “Town.”

WITNESSETH

WHEREAS, Owner desires to annex to Grand Lake an 8.98 acre property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as “the Property”); and

WHEREAS, Owner has executed a petition to annex the Property, dated January 31, 2023, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner desires to annex the Property into the Town, to subdivide the Property into four (4) lots as shown on Exhibit B, and to zone each lot “Residential Estate” pursuant to the Town Code Section 12-2-9; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Grand Lake, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Grand Lake as contemplated in this Agreement or the Grand Lake Municipal Code, in connection with annexation, subdivision, or development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town and to confirm previous discussions between the Parties related to the annexation and the Contract to Buy and Sell Real Estate dated September 28, 2020 previously entered into between the Town and Stanley & Simpkins Investments, LLC. relating to property commonly referred to as the Mathews property, which is adjacent to the Property. Except as expressly provided to the contrary, all terms and conditions are in addition to all requirements concerning annexation, subdivision, and development contained in the Grand Lake Municipal Code, Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.
3. Further Acts. Owner agrees to execute promptly upon request of Grand Lake any and all maps, surveys and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Grand Lake.
4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, notices, maps and reports determined by Grand Lake to be necessary to accomplish the

annexation, subdivision, and development of the Property.

5. Zoning and Land Use as Consideration for Annexation. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 10 below, and that the granting of such zoning by the Town of Grand Lake is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all actions necessary to permit zoning by Grand Lake of the annexed Property within the time prescribed by state statute and Town Code. In the event the Town does not zone the Property in accordance with the uses further described in paragraph 10, then the Town agrees not to oppose disconnection of the Property by the Owner, subject to the requirements of state law.
6. Water Rights Dedication. Owner shall dedicate water rights as required by Chapter 10 of the Grand Lake Municipal Code.
7. Municipal Services. Grand Lake agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection services or emergency medical services, waste water or sewer treatment services.
8. Public Improvements. Except as specifically provided herein, all required public improvements shall be designed and constructed to Town standards by Owner at Owner's expense. Owner further agrees to provide financial guarantees for construction and warranty of all required improvements for each phase of the development, and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in a Development Agreement between the Town and Owner or other documents deemed acceptable by the Town. Such Development Agreement must be entered into before the earlier of (1) commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property.
9. Additional Obligations.
 - a. As a portion of the consideration for the Town's purchase of the 21-acre Matthew's property adjacent to the Property, the Town and the Owner agreed to the following, which agreement is hereby confirmed:
 - (1) The Town will duly consider annexing the Property and be responsible for any fees associated with said annexation and the subsequent subdivision of the Property into four or fewer lots;
 - (2) The Town will provide a water tap to Owner at no charge to Owner to be used on the North East lot of the Property;
 - (3) The Town will grant to Owner and record a non-exclusive easement for access and utilities from Foxy Lane and Moose Lane to the Property across property belonging to the Town commonly known as the Matthews property, the location of such to be determined by the Town on or before January 1, 2024; and
 - (4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property ("the Roadway ROW"), and coordinate installation of utilities in such roadway as follows:
 - (i) On or before June 1, 2024, the Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to "rough grade." Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained by

the Town.

- (ii) On or before October 31, 2024, Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.
- (iii) On or before June 1, 2025, the Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.
- (iv) On or before September 1, 2025, Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.
- (v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31, 2025.
- (vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.
- (vii) Prior to the earlier of (1) Owner's commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.
- (viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after September 1, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town's adjacent property, known as the Mathews property

b. Owner will record a deed restriction on the Property and each of the four (4) lots to be created as a result of subdividing the Property, within thirty (30) days of the date of approval of the plat creating the four lots, prohibiting the Property or any of the four resulting lots from being further subdivided.

c. Owner shall be responsible for the acquisition, design, construction, implementation, and mitigation of all on site and off site impacts and improvements, with such obligations to be more specifically agreed upon by the parties as part of the Development Agreement provided for in Section 8 above.

10. Zoning and Land Use.

a. It is Owner's intent and desire to subdivide the Property into four (4) lots, each zoned Residential Estate – RE as set forth in Grand Lake Municipal Code Section 12-2-9.

b. Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the Town of Grand Lake requirements, as those requirements exist at the time of site plan or other land development applications.

c. Rezoning Process. Owner has submitted a request to rezone the Property Residential Estate – RE and such request has been processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the Town of Grand Lake to initiate rezoning of the land in accordance with the ordinances of the Town of Grand Lake. Land use is subject to the police power and legislative authority of the Town of Grand Lake.

11. Deferred Submittals. The Parties recognize and agree there are several items the Grand Lake Town Code contemplates will be submitted as part of the subdivision process or as part of the final development application prior to approval of the final plat. However, the Parties further recognize that some of those items can safely and reasonably be postponed until a later point in the development process and that their submission at the time of the final plat is unnecessary, so long as they are provided before any physical development of the Property commences. Accordingly, the Parties agree that the submission of the following items are postponed until the filing of the first application for a building permit or other permit to be issued by the Town in connection with development of the Property:

- a. The drawn and graphic information required in the Preliminary Development Application as provided for in Article 12-9 of the Town Code, but in its finalized, detailed form.
- b. Final engineering plans for public roads.
- c. Final engineering plans for utility systems.
- d. Final engineering plans for storm drainage control systems.
- e. Any other data, surveys, analyses, studies, plans, designs, or submissions that are otherwise required as part of the Final Development Application, as provided for in Article 12-9 of the Town Code.

12. Development and Construction in Conformance with all Applicable Laws, Rules, and Regulations. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions, laws, rules and regulations including without limitation, those pertaining to annexation, development, subdivision, zoning, storm drainage, utilities, streets and roadways, access to Town streets and roadways, and flood control, as those regulations may be amended from time to time.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, except as expressly provided herein. In the event the Property or any portion thereof is disconnected, Grand Lake shall have no obligation to provide any services of any kind to the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Future Cooperation. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate its purpose and the intent of the parties.

17. No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.
18. Amendment. This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Grand County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
19. 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.
20. Owner. As used in the Agreement, the term "Owner" shall include any of the trustees, beneficiaries, 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. In the event of a transfer of all or any portion of the Property, provided the Town approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.
21. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to also include subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.
22. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the Property.
23. Breach of Agreement.
 - a. Breach by Owner; Town's Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:
 - (1) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
 - (2) A demand that the security given for the completion of the public improvements be paid or honored;
 - (3) The refusal to consider further development plans within the Property; and /or
 - (4) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

- b. Breach by Town. Parties agree that in the event of a breach by the Town, Owner will have the right to seek all remedies provided by law, except and excluding any claim against the Town for damages or other monetary relief of any kind.
24. General Provisions. Town shall, at no cost to the Town, cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town, which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this agreement prohibit the enactment by the Town of any fee, resolution or ordinance which is of uniform or general application throughout the Town or a specific system or section within the Town.
25. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective 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 future notices shall be sent.
- Notice to Town: Town of Grand Lake
Attn: Town Manager
1026 Park Avenue
PO Box 99
Grand Lake, CO 80447
- With copy to: Town Attorney
Town of Grand Lake
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111
- Notice to Owner: Genette Simpkin's RLT
Attn: Genette Simpkins
45-238 Kokokahi Place
Kaneohe, HI 96744
26. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.
27. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Grand Lake. No assurances of annexation, zoning, or other land use have been made or relied upon by the Owner, except as expressly set forth in this Agreement. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or land use approval for the Property, as contemplated herein is not taken, then the Owner

may seek disconnection from the Town in accordance with state law, as may be appropriate and Town agrees not to oppose such disconnection.

28. 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.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Grand County, Colorado.

30. 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.

31. Governmental Immunity and Indemnification. In the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim or appeal against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., the Owner agrees to reimburse the Town for all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful. The Town shall, at all times, have control over the defense of the Town in such matters and nothing herein shall be construed to require the Town to assert any position which is inappropriate, in the sole judgment of the Town. The Town and Owner shall confer with each other concerning the defense and/or settlement of any such action. By entering into this Agreement, the Town does not waive or intend to waive the protections otherwise afforded to it pursuant to the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

ATTEST:

TOWN OF GRAND LAKE, COLORADO
A Municipal Corporation

By: _____
Town Clerk

By: _____
Mayor

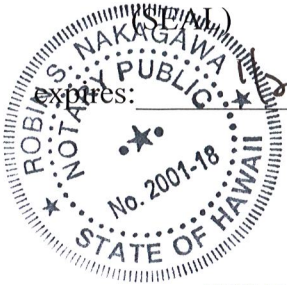
OWNER

By: [Signature] TRUSTEE 7/19/2023
Signature Title Date

STATE OF COLORADO)
HAWAII)
City & COUNTY) ss.
Honolulu

SUBSCRIBED AND SWORN to before me this 19th day of July, 2023, by
Robin S. Nabagawa

WITNESS my hand and official seal.



12/1/2025

[Signature]
Notary Public in and for the State of Colorado; Hawaii
My commission 12/1/2025

NOTARY PUBLIC CERTIFICATION
Robin S. Nakagawa First Judicial Circuit
Doc. Description: DRAFT ANNEXATION
AGREEMENT General
Samplings Pt for Love parcel
No. of Pages: 11 Date of Doc. 11/9/23

[Signature] 11/9/23
Notary Signature Date
Commission Expires 12/1/2025



**ANNEXATION AGREEMENT
EXHIBITS**

- A. Legal Description
- B. Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

EXHIBIT A: Legal Description

EXHIBIT B: Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)