

**ANNEXATION AGREEMENT**

**AMK PROPERTIES, LLC ANNEXATION**

**THIS ANNEXATION AGREEMENT** (hereinafter "AGREEMENT") is made and entered into this 23<sup>rd</sup> day of July, 2024, by and between **AMK PROPERTIES, LLC**, a Colorado limited liability company with a principal office address of 11840 Highway 52, Fort Lupton, Colorado 80621 ("ANNEXOR"), and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado ("Mead" or "TOWN") and shall be effective upon the later of: (a) the effective date of the annexation ordinance, or (b) the satisfaction of the municipal filing requirements of § 31-12-113(2)(a)(I) and (2)(a)(II)(A) (the "Effective Date").

**WITNESSETH:**

**WHEREAS**, the ANNEXOR desires to annex to the Town certain property situated in unincorporated territory in the County of Weld and State of Colorado, being more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, hereinafter referred to as "PROPERTY" or "the PROPERTY"; and

**WHEREAS**, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the TOWN's ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and

**WHEREAS**, the ANNEXOR wishes to develop the PROPERTY for uses compatible with its objectives and those of the TOWN; and

**WHEREAS**, the ANNEXOR acknowledges and agrees that upon annexation, the PROPERTY will be subject to all ordinances, resolutions, and other regulations of the TOWN, as they may be amended from time to time; and

**WHEREAS**, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration; and

**WHEREAS**, the parties agree that it is in the public interest of the parties hereto to enter into a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights and location and payment regarding roads, utilities and other improvements; and

**WHEREAS**, the ANNEXOR acknowledges and agrees that: (1) annexation of unincorporated territory by the TOWN is legislative in nature; (2) establishment of terms and conditions related thereto are a matter of contract, concerning which the TOWN has very broad authority and discretion; and (3) the TOWN is under no obligation to annex the PROPERTY, and does so only upon terms and conditions that are acceptable to it; and

**WHEREAS**, notwithstanding the foregoing, the ANNEXOR further acknowledges and agrees that the need for conveyances and dedication of certain property, including but not limited to property for streets, rights-of-way and easements, parks and open space, utility facilities and other public

improvements, to the TOWN as contemplated in this AGREEMENT, and other obligations and requirements imposed upon the ANNEXOR by this AGREEMENT, are directly related to and generated by the development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation; and

**WHEREAS**, the ANNEXOR has previously executed and filed with the Town Clerk a Petition for Annexation of the PROPERTY into the Town, which Petition was found to be in substantial compliance with the Colorado Municipal Annexation Act, §§31-12-101, *et seq.*, C.R.S. (the "Act").

**NOW, THEREFORE**, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties as follows:

1. **RECITALS.** The foregoing recitals are hereby confirmed and incorporated into this AGREEMENT, as if fully set forth.
2. **BASIC INTENT.** The intent of this AGREEMENT is to set forth the basic requirements for annexation and development of the PROPERTY described above. This AGREEMENT shall be binding upon the parties, their successors and assigns, and may not be modified except by further written agreement.
3. **TERM AND TERMINATION.**
  - a. **Commencement of Term.** The term of this AGREEMENT shall commence upon the Effective Date.
  - b. **Termination of Term.** This AGREEMENT shall terminate upon the twenty-fifth (25<sup>th</sup>) anniversary of the Effective Date without further action of the parties and this AGREEMENT shall have no further force or effect; provided, however, such termination shall not affect: (1) annexation of the PROPERTY into the Town; (2) zoning of the PROPERTY; (3) any statutory or common law vested property rights established prior to such termination; or (4) any right arising from Town permits, approvals or other entitlements for the PROPERTY which were granted or approved prior to, concurrently with, or subsequent to the Effective Date.
  - c. **Covenants.** The provisions of this AGREEMENT shall constitute covenants or servitudes that shall touch, attach to and run with 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 to the parties to this AGREEMENT, except as otherwise provided in this AGREEMENT.
4. **DEVELOPMENT.** The ANNEXOR agrees that the PROPERTY annexed shall be developed in general conformity with the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements including, without limitation, those pertaining to subdivision, land use, streets, storm drainage, utilities, landscaping, parks and open spaces and flood control. The TOWN and the ANNEXOR further agree that the TOWN may amend the TOWN's comprehensive plans, subdivision regulations, zoning code, building codes and other applicable statutory and local requirements from time to time as needed to address changing effects upon the TOWN's infrastructure, administration and delivery of governmental services because of

development occurring within the TOWN. The TOWN and the ANNEXOR agree that such plans, regulations, codes and other statutory and local requirements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. **Land Use.** In accordance with the land use categories contained in Chapter 16 of the Mead Municipal Code ("MMC"), the ANNEXOR desires the following zoning designations for the Property: Light Industrial (LI). All residential, commercial and industrial construction will be subject to the types and intensities of land use permitted pursuant to Chapter 16 of the MMC in effect on the date when building permit applications are filed.
  - b. **Phased Development.** The TOWN and the ANNEXOR recognize that property development is subject to market conditions. To assure the TOWN that the development of the PROPERTY proceeds in an orderly manner, the ANNEXOR may, upon the Town's written consent, phase the development.
    1. **Preliminary Plat.** If phased development is utilized in conjunction with a Major Subdivision (as defined in Sec. 16-4-40 of the MMC), a Preliminary Plat for the entire PROPERTY must be provided in accordance with Sec. 16-4-60 of the MMC.
    2. **Final Plat.** The TOWN and the ANNEXOR agree that a Final Plat for the initial phase of development may be submitted with the Preliminary Plat for the entire PROPERTY. Subsequent Final Plats shall generally conform to the approved Preliminary Plat.
5. **MUNICIPAL SERVICES.** The TOWN agrees to provide the PROPERTY with all of the usual municipal services in accordance with this AGREEMENT, and the ordinances and policies of the TOWN, which services shall include, but are not limited to, general government administration, police protection, public works services, and all other services customarily and currently provided by the TOWN in the area to be annexed. The ANNEXOR acknowledges, agrees and accepts that the TOWN does not provide telephone, cable TV, electricity, water, natural gas services, or fire protection services to the area to be annexed.
- a. The ANNEXOR agrees to petition for inclusion of the PROPERTY into the Northern Colorado Water Conservancy District, St. Vrain Valley School District RE1J, and the Mountain View Fire Protection District within thirty (30) days of the Effective Date, if the PROPERTY is not already included within said districts. The ANNEXOR appoints the Town Clerk as its agent for the purpose of petitioning for inclusion into said special districts, in the event the ANNEXOR fails to do so, and the ANNEXOR agrees to pay all costs associated therewith, but nothing herein shall obligate the TOWN to affirmatively act pursuant to such appointment, or create any liability for the TOWN related thereto.
  - b. Nothing in this AGREEMENT shall provide the ANNEXOR with priority for utility, public safety, and other public services by the TOWN. If utility, public safety, or other public services are not available to coordinate with the ANNEXOR's development schedule, the ANNEXOR shall either delay development until funding becomes available, or fully advance funds necessary to accelerate the services' availability

and priority, according to the TOWN's policies and regulations, and the provisions of this AGREEMENT.

6. **PUBLIC IMPROVEMENTS.** The ANNEXOR agrees to design, construct and install at its sole cost and expense, in accordance with TOWN-approved plans, all public improvements within or adjacent to the PROPERTY as necessary to serve the PROPERTY including but not limited to water distribution, sewage collection, gas service, electric service, street and trail lighting, streets, curb, gutter, sidewalks, storm sewer lines, storm drainage improvements, fire hydrants, pedestrian and non-motorized trails, street median/boulevard and subdivision entryway landscaping and park improvements. All the above-described public improvements shall be constructed to the TOWN standards, or where applicable, to the standards of the utility or fire protection district providing the service. All utilities shall be placed underground. The TOWN and the ANNEXOR agree that such public improvements are directly related to and generated by development intended to occur within the PROPERTY.
- a. All public and private roads shall be constructed to the TOWN's standards. Trails shall be constructed as an integral feature of the development, in accordance with the TOWN's construction standards. Unless otherwise agreed to by the parties, all public roads, trails and rights-of-way shall be dedicated to the TOWN. The ANNEXOR will install, at the ANNEXOR's expense, street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Model Traffic Code, as from time to time amended, and other applicable legal requirements.
  - b. Lights along streets and trails shall be installed in accordance with plans approved by the electric service provider and the TOWN. The type of light shall be approved by the TOWN.
  - c. Utilities and streets shall be sized to provide for development of the PROPERTY and to accommodate the development of adjacent property. The ANNEXOR may be required to oversize utilities and construct off-site improvements to utilities and transportation infrastructure benefitting the PROPERTY or to accommodate future development within the area. Said oversizing of utilities and off-site improvements to utilities and transportation infrastructure may be eligible for reimbursement by the TOWN, future developers, or users of the facilities. Any reimbursements to the ANNEXOR shall be specifically identified in the Subdivision Improvements Agreement or other similar agreement acceptable to the TOWN ("SIA") applicable to the PROPERTY. ANNEXOR may be reimbursed for oversizing utilities or streets as set forth in the applicable SIA or site plan agreement.
  - d. The ANNEXOR agrees to provide the Town with a two (2) year guarantee for all public improvements, which two-year warranty period shall run from the date of conditional or probationary acceptance of the applicable public improvements. If requested by the TOWN, the ANNEXOR agrees to dedicate to the TOWN any or all required public improvements.
  - e. The ANNEXOR agrees to enter into a SIA pertaining to such improvements and other matters before any development of the PROPERTY. Oversizing of public improvements, if required and if applicable, may be subject to reimbursement if specifically identified in the SIA.

- f. The ANNEXOR agrees to pay the full cost of relocating existing utilities that may be required by the development of the PROPERTY. All existing overhead utilities within the PROPERTY or in road rights-of-way adjacent to the PROPERTY, including but not limited to electric or telecommunications lines and cables, shall be relocated underground. Facilities designed for the transmission or distribution of electric energy at voltages greater than 15,000 volts shall be exempt from this requirement.
  - g. If the ANNEXOR cannot acquire an off-site easement or rights-of-way necessary to develop the PROPERTY, the ANNEXOR may request the TOWN's assistance in acquiring the easements or rights-of-way. Any assistance provided by the TOWN shall be in compliance with Colorado law authorizing the TOWN's use of eminent domain. The ANNEXOR shall advance to the TOWN all acquisition costs, including any court costs and attorneys' fees, the TOWN may incur in providing assistance.
  - h. The ANNEXOR agrees to design, construct and install landscaping and park improvements at its sole cost and expense, in accordance with a landscaping and park development plan approved by the TOWN, to be included as part of any Final Plat(s), Site Plan, or other applicable entitlement, if required by the MMC.
7. **WATER RIGHTS.** It is agreed by the parties that the PROPERTY will receive domestic water service from the Little Thompson Water District ("LTWD") and not from the TOWN. Therefore, water rights will not be required to be dedicated to the TOWN, except that at the sole discretion of the TOWN, raw water or cash-in-lieu may be required for the irrigation of any lands dedicated for public use or open space. However, the ANNEXOR shall comply at the time of development with all of LTWD's water dedication and other requirements for obtaining domestic water service.
8. **LAND DEDICATION.** The dedication to the TOWN of land in fee simple for public streets and other public ways, and the dedication and grant to the TOWN of easements for utilities or other purposes shall be by plat dedication, unless otherwise directed by the TOWN. If applicable, and unless otherwise directed by the TOWN, dedications for parks and open space and other public purposes (except public streets and other public ways) shall be by Special Warranty Deed or other appropriate instrument of conveyance acceptable to the TOWN. Such dedications and transfers of ownership shall occur promptly upon request of the TOWN, except that internal streets and other public ways shall be dedicated at the time of subdivision platting, unless the TOWN specifies another time. The suitability and acceptance of any land proposed to be dedicated to the TOWN shall be at the sole discretion of the TOWN. The TOWN and the ANNEXOR agree that such dedications are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
- a. **Parks and Open Space.** The ANNEXOR agrees to provide parks and open space within the PROPERTY in accordance with the requirements set forth in Section 16-2-120 of the MMC, as the same may be amended from time to time.

The ANNEXOR agrees to provide a landscaping and development plan meeting TOWN specifications for parks and open space. Provision for the construction and development of the parks and open space in accordance with the approved plans is to be included as part of any subdivision final plat, or equivalent, approval.

9. **WATER SERVICE.** It is agreed by the parties that the PROPERTY will receive domestic water service from the LTWD, and not from the TOWN. The ANNEXOR shall comply at the time of development with LTWD's requirements. The TOWN does not warrant the availability of water service by the LTWD to the ANNEXOR for any phase of development. The TOWN shall require proof of purchase or existence of a water tap for the building site before a building permit will be issued for the site. If the PROPERTY is not already located within the boundaries of LTWD or the Northern Colorado Water Conservancy District ("NCWCD"), the ANNEXOR agrees to petition for inclusion into LTWD or NCWCD, as applicable, and further agrees and consents to the payment of any fees and taxes levied by LTWD or NCWCD as a condition of said inclusion.
10. **SEWER SERVICE.** It is agreed by the parties that the PROPERTY will receive sanitary sewer service from the TOWN, subject to the following conditions.
  - a. **Improvements.** The ANNEXOR shall be responsible for the cost and construction of all necessary improvements to the TOWN's sanitary sewer collection system in order to provide sewer service to the PROPERTY, at no expense to the TOWN. Such improvements may include oversizing of lines, lift stations, and force main facilities, and shall be set forth with specificity in the SIA and/or the Expansion Analysis, as defined in subsection (b) below. To the extent that required improvements will serve real property other than the PROPERTY, the TOWN will seek contributions from such other property based on its pro rata share of capacity with respect to such improvements and reimburse ANNEXOR for such amounts. Required improvements shall be in conformance with the TOWN's Standard Design Criteria and shall not cause degradation of the existing sanitary sewer service to the TOWN's residents. The improvements to be dedicated to the TOWN shall be identified with specificity in the Expansion Analysis and/or written agreement with the TOWN, such as the SIA. Any such improvements dedicated to the TOWN shall be dedicated free and clear of all encumbrances. Oversizing of lines, lift stations, or force main facilities may be subject to reimbursement, as provided in the applicable SIA or site plan agreement.
  - b. **Expansion of Existing Facilities.** The TOWN reserves the right to require ANNEXOR, based on the scale of any future development or redevelopment of the PROPERTY, to pay for the cost of an independent study to assess the need for expansion of the TOWN's existing sanitary sewer collection system ("Expansion Analysis") and determine the equitable share of such expansion attributable to the proposed development or redevelopment of the PROPERTY ("Expansion Costs"). ANNEXOR shall be responsible for the payment of such Expansion Costs. The TOWN reserves the right to withhold any building permits or certificates of occupancy for any development or redevelopment of the PROPERTY until such time as the Expansion Analysis has been completed and the Expansion Costs have been paid in full.
  - c. **Fees.** ANNEXOR agrees to pay all fees required by the TOWN for sanitary sewer service, including, without limitation, tap fees, sewer plant investment fees, administrative fees, sewer user fees, industrial discharge permit fees and the Expansion Costs, according to the TOWN'S adopted fee schedule in effect at the

time of permit issuance.

11. **DRAINAGE.** In conformance with the TOWN's standards and specifications, the ANNEXOR shall make provisions to control all storm water runoff greater than that historically generated from the PROPERTY. The ANNEXOR shall not alter historic flows in a manner that would adversely affect upstream, downstream or internal properties. The TOWN and the ANNEXOR agree that such drainage improvements are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.
  - a. **Drainage Plan.** The ANNEXOR, at its sole expense, shall prepare a master drainage plan for the PROPERTY. The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to collection and detention facilities. If the master drainage plan results in changes to drainage or irrigation facilities affecting other property or facility owners, the TOWN may require the ANNEXOR to obtain written consent from each property or facility owner for the changes before the TOWN will approve the plan. The TOWN may require the ANNEXOR to update the master drainage plan for the PROPERTY for the review of each final plat to determine the configuration, timing, and responsibility for the improvements.
  - b. **Drainage Improvements.** The master drainage plan, as approved by the TOWN, shall state the ANNEXOR's responsibility for on-site drainage improvements. The master drainage plan may include construction of facilities to convey, collect and detain irrigation and storm water. The master drainage plan shall also state the ANNEXOR's responsibility for off-site improvements. The ANNEXOR shall construct all improvements in an appropriate sequence to meet the demands that development of the PROPERTY generates. The ANNEXOR shall meet all the TOWN's standards and specifications in effect at the time of construction. The SIA will address these responsibilities in detail, including any proportionate reimbursements from adjacent and/or benefitting property owners or as stated in the MMC then in effect.
  - c. **Flood Plains.** If any portion of the PROPERTY lies within a flood plain, including unmapped flood plains, as defined by the Federal Emergency Management Agency (FEMA), the ANNEXOR is responsible for all the necessary design and materials to be submitted to FEMA for proposed changes to the flood plain designation. Any submittal to FEMA must be reviewed and approved by the TOWN before submittal to FEMA.
  - d. **Maintenance of Drainage Facilities.** Detention ponds, private storm sewers, underdrains, and other drainage facilities shall be owned and maintained by the ANNEXOR, a Title 32, C.R.S. metropolitan district having the PROPERTY within its service area boundaries ("METRO DISTRICT") or a Homeowners' or Property Owners' Association, unless otherwise agreed to by the TOWN and stated in the SIA.
12. **TRANSPORTATION FACILITIES.** The ANNEXOR shall provide the TOWN a traffic study in accordance with the criteria as specified by the TOWN at the time of submittal of the

Preliminary Plat, Final Plat, Site Plan, as applicable, or such other time determined by the TOWN, unless the TOWN waives the requirement. The TOWN and the ANNEXOR agree that such transportation improvements as depicted in the traffic study are directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

- a. For development of the PROPERTY to occur, the ANNEXOR may be required to acquire certain off-site rights-of-way or other property interests for the construction of off-site improvements, as identified in the approved traffic study or future updates to the study. All acquisition costs of off-site rights-of-way or other property interests necessary to serve the PROPERTY shall be the ANNEXOR's sole responsibility, but may be subject to reimbursement as detailed in the SIA.
  - b. For development of the PROPERTY to occur, certain on-site and off-site transportation improvements, as identified in the approved traffic study, shall be required. Unless otherwise agreed to by the parties, the ANNEXOR shall construct all such transportation improvements, at its sole expense, in a sequence acceptable to the TOWN to meet the demands that development of each phase of the PROPERTY will generate. The ANNEXOR shall follow all applicable provisions and standards of the MMC.
  - c. The ANNEXOR's construction of arterial street improvements, and arterial intersection improvements in excess of the cost of a collector street, excluding rights-of-way (or other property interests) and site-specific improvements, may be subject to reimbursement by the TOWN or adjacent benefitted property, as specified in the SIA. Notwithstanding the foregoing, the Annexor understands and agrees that, being an annexation, the Town is under no obligation to reimburse or seek reimbursement by third parties, unless otherwise agreed to by the parties hereto.
  - d. The ANNEXOR is solely responsible for construction of all transportation improvements to accommodate development of the PROPERTY that do not directly benefit other properties. In no event shall the TOWN provide for reimbursement to the ANNEXOR for these expenses.
13. **PARKS AND OPEN SPACE.** The Mead Comprehensive Plan identifies park and open space land within the planning area. At the time of platting the PROPERTY, subject only to encumbrances acceptable to the TOWN, the ANNEXOR shall preserve, construct, develop and dedicate to the TOWN, METRO DISTRICT, or homeowners' or property owners' association all park and open space areas within, crossing, or bordering the PROPERTY as depicted in the Mead Comprehensive Plan and as configured in the approved Final Plat(s) or other applicable entitlement documents.
  14. **FIRE PROTECTION.** The ANNEXOR shall be solely responsible for installing all fire hydrants and other fire protection measures on the PROPERTY and its perimeter as may be required by the Mountain View Fire Protection District.
  15. **COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC AND COMMON IMPROVEMENTS.** The TOWN may require the ANNEXOR to pay for other public



improvements that relate to development of the PROPERTY. These public improvements may benefit not only the PROPERTY, but also adjacent landowners and the public.

- a. The TOWN shall assure construction of public improvements by requiring the ANNEXOR to execute a SIA. The TOWN shall require financial security by the ANNEXOR before development of all or any applicable phases of development, as required by the MMC.
- b. Where the ANNEXOR constructs public improvements that will also benefit other property owners and the public, reimbursement to the ANNEXOR, if any, shall be according to the MMC in effect at the time of development, and detailed in the ANNEXOR's SIA, unless otherwise agreed to by the parties.
- c. Where the ANNEXOR's property abuts or benefits from existing public improvements that have been constructed by others (including the TOWN), the ANNEXOR may be required to participate in those public improvements according to the MMC in effect at the time of development and as detailed in the ANNEXOR's SIA.

16. **DEVELOPMENT IMPACT FEES.** The TOWN has established certain uniform development impact fees that directly address the effect of development intended to occur within the PROPERTY upon the TOWN's infrastructure, administration and delivery of governmental services. The ANNEXOR agrees to the payment of these uniform development impact fees as established by the TOWN. The TOWN and the ANNEXOR further agree that the TOWN may amend the development impact fees from time to time as needed to address changing effects upon the TOWN'S infrastructure, administration and delivery of governmental services as a result of development occurring within the TOWN. The development impact fees are to be paid at the then current rate upon subdivision of the PROPERTY and/or the issuance of building permits. The TOWN and the ANNEXOR agree that the necessity of such development impact fees is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

17. **CONFORMANCE WITH TOWN REGULATIONS.** The ANNEXOR agrees, without limitation, that the design, improvement, construction, development, and use of the PROPERTY shall be in conformance with the TOWN's Design Standards and Construction Specifications, as may be amended from time to time ("Standards and Specifications"), including, without limitation, those pertaining to subdivision and site design, streets and pedestrian ways, storm drainage, utilities, landscaping, park and open space design, and flood control. The TOWN and the ANNEXOR agree that the necessity of such TOWN regulation is directly related to and generated by development intended to occur within the PROPERTY and that no taking thereby will occur requiring any compensation.

18. **OIL AND GAS DEVELOPMENT.**

- a. The ANNEXOR agrees that in the development of the PROPERTY, the ANNEXOR will comply with the TOWN's regulations with regard to setbacks from existing wells and production facilities for lots, streets and buildings.

- b. The ANNEXOR agrees to provide dedicated easements or outlots over existing oil and gas gathering lines or transmission lines, or to relocate existing oil and gas gathering lines or transmission lines into dedicated easements or outlots during platting and development. Dedicated easements for oil and gas gathering lines or transmission lines shall not be located in or across residential lots, or within public streets, and shall cross public streets only at right angles.
  - c. ANNEXOR shall comply with all applicable state law requirements regarding surface use agreements, including Title 24, Article 65.5 of the Colorado Revised Statutes.
  - d. All existing oil and gas access roads located on the PROPERTY will remain where they are until the platting of the PROPERTY, and shall be considered a maintenance obligation between the ANNEXOR and the oil and gas company(s). The TOWN shall not be responsible for any maintenance of any current oil and gas access road.
19. **EXCLUSIVITY OF ANNEXATION PETITION.** The ANNEXOR agrees to not sign any other petition for annexation of the PROPERTY or any petition for an annexation election relating to the PROPERTY, except upon request of the TOWN.
20. **SPECIAL PROVISIONS APPLYING TO THE AMK PROPERTIES, LLC ANNEXATION.** The provisions contained in **Exhibit B**, attached hereto and incorporated herein, shall specifically apply to the annexation and development of the PROPERTY and, in the event of a conflict between the provisions otherwise set forth in this AGREEMENT and those set forth in **Exhibit B**, the provisions set forth in **Exhibit B** shall control.
21. **CONTRACTUAL NATURE OF ANNEXATION.** The ANNEXOR acknowledges and agrees that the obligations and requirements imposed upon the ANNEXOR and contained herein (including in **Exhibit B**) are conditions of annexation, a matter contractual in nature, and concerning which the TOWN has broad discretion, and ANNEXOR waives any and all rights to legally challenge the imposition of such obligations and requirements, or their validity and enforceability, based upon statutory or case law pertaining to exactions.
22. **ADDITIONAL REQUIREMENTS AS ADDITIONAL DETAILS PROVIDED.** The ANNEXOR acknowledges and agrees that, at the time of annexation, specific details and plans as to certain infrastructure, construction, and other obligations set forth herein are lacking, such obligations being necessarily described in general terms, and further acknowledges and agrees that the TOWN has the authority to, and hereby does, reserve and retain the right to impose, in conjunction with development of the PROPERTY, more detailed and specific standards, specifications, and requirements pertaining to such obligations as a condition of development, as if such more detailed and specific standards, specifications, and requirements were set forth herein as conditions of annexation, that being the intent of the parties hereto.
23. **MISCELLANEOUS PROVISIONS.**
- a. **Interpretation.** Nothing 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.

- b. **Severability.** If any part, section, subsection, sentence, clause or phrase of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the AGREEMENT. The parties hereby declare that they would have agreed to the AGREEMENT including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.
- c. **Amendments to the AGREEMENT.** This AGREEMENT may be amended, at any time, upon agreement of the parties hereto. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld 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.

In addition, this AGREEMENT may be amended by the TOWN and any ANNEXOR without the consent of any other ANNEXOR as long as such amendment affects only that ANNEXOR's portion of the PROPERTY. Such amendments shall be in writing, shall be recorded with the County Clerk & Recorder of Weld 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.

- d. **Binding Effect.** This AGREEMENT shall be binding upon and inure to the benefit of and be binding upon the parties, their successors in interest, or their legal representatives, including all developers, purchasers and subsequent owners of any lots or parcels within the PROPERTY, and shall constitute covenants running with the land.
- e. **Indemnification.** The ANNEXOR agrees to indemnify and hold harmless the TOWN and the TOWN's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the PROPERTY, or with any other annexation or other action determined necessary or desirable by the TOWN in order to effectuate the annexation of the PROPERTY, or which is in any manner connected with the TOWN's enforcement of this AGREEMENT. The ANNEXOR further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the TOWN's option to pay the attorney's fees for defense counsel of the TOWN's choice for, any such liability, claims, or demands.
- f. **Termination.** If the annexation of the PROPERTY is, for any reason, not completed then this AGREEMENT shall be null and void and of no force and effect whatsoever.
- g. **Limited Right or Remedy of Disconnection.** No right or remedy of disconnection of the PROPERTY from the TOWN shall accrue from this AGREEMENT, other than as specifically provided by Part 5 of Article 12, Title 31, C.R.S. In the event the PROPERTY or any portion thereof is disconnected at the ANNEXOR's request, and following the adoption of an ordinance by the Board of Trustees of the TOWN which

ordinance shall include a finding that the best interests of the TOWN shall not be prejudiced by the requested disconnection, the TOWN shall have no obligation to serve 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. The parties specifically agree that the provisions of Part 7 of Article 12, Title 31, C.R.S. shall not apply to the PROPERTY. This subparagraph shall survive termination of this AGREEMENT.

- h. **Annexation and Zoning Subject to Legislative Discretion.** The ANNEXOR acknowledges that the annexation and establishment of initial zoning of the PROPERTY are subject to the legislative discretion of the Board of Trustees of the Town of Mead. No assurances of annexation or zoning have been made or relied upon by the ANNEXOR. In the event that the Board of Trustees, in the exercise of its legislative discretion, does not take any action with respect to the PROPERTY herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the disconnection from the TOWN in accordance with the terms and conditions of this AGREEMENT.
- i. **Legal Discretion in the Case of Challenge.** The TOWN reserves the right to not defend any legal challenge to this annexation. In the event such a challenge occurs prior to any expiration of any statute of limitation, the TOWN may, at its discretion, choose to legally defend the challenge or allow the challenge to proceed without defense. This does not restrict the ANNEXOR from engaging the TOWN's legal representatives or other counsel of ANNEXOR's choosing in such a defense, at no cost to the TOWN.
- j. **Application of Town Policies.** Upon annexation, all subsequent development of the PROPERTY shall be subject to and bound by the applicable provisions of the TOWN's ordinances, as amended, including public land dedications, provided however, that changes or amendments to the MMC after the date of this AGREEMENT shall in no way limit or impair the TOWN's obligation hereunder, except as specifically set forth in this AGREEMENT. Except as otherwise provided in this AGREEMENT, all TOWN ordinances, regulations, codes, policies and procedures now in existence, and as the same may be adopted or changed from time to time, shall be applicable to the use and development of the PROPERTY. 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 the TOWN'S legislative, governmental or police powers to promote and protect the health, safety, or general welfare of the TOWN or its inhabitants; nor shall this AGREEMENT prohibit the enactment by the TOWN of any rate, fee, toll, charge or tax which is uniform or of general application.
- k. **Amendments to Governing Ordinances, Resolutions and Policies.** As used in this AGREEMENT, unless otherwise specifically provided herein, any reference to any provision of any TOWN ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon the ANNEXOR.

- l. **Legal Fees.** In the event that either party finds it necessary to retain an attorney in connection with a default by the other as to any of the provisions contained in this AGREEMENT, the defaulting party shall pay the other's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this AGREEMENT.
- m. **Reimbursement for Other Costs.** The ANNEXOR shall reimburse the TOWN for any third party costs necessary for the orderly and proper development of the PROPERTY including, but not limited, to consultant's fees for planning and engineering, and attorney's fees for legal services including, but not limited to, document review, which is directly linked to the PROPERTY.
- n. **Cooperation.** The parties agree that 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 the same.
- o. **Timely Submittal of Materials.** The ANNEXOR agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, reports and other documents necessary to accomplish the annexation of the PROPERTY and the other provisions of this AGREEMENT, in a timely manner.
- p. **Compliance with State Law.** The ANNEXOR shall comply with all applicable State law and regulations.
- q. **Recording of Agreement.** This AGREEMENT and any amendments thereto shall be recorded in the records of the County Clerk and Recorder, Weld County, Colorado, at the ANNEXOR's expense. Such recordation shall not occur prior to the Effective Date.
- r. **Choice of Law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Weld County, Colorado.
- s. **No Third Party Beneficiaries.** Except as provided in subparagraph "t" below: (i) nothing contained in this AGREEMENT is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party; (ii) absolutely no third party beneficiaries are intended by this AGREEMENT; and (iii) any third-party receiving a benefit from this AGREEMENT is an incidental and unintended beneficiary only.
- t. **Rights of Lenders and Other Interested Parties.** The TOWN is aware that financing for development, construction and/or permanent financing of the PROPERTY may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders and purchasers of bonds. In the event of any asserted default by the ANNEXOR, the TOWN will provide notice of such asserted default, at the same time notice is provided to the ANNEXOR, to any such lender, trustee for bond holders or other interested third party, if such party has been previously identified in writing to the TOWN by the ANNEXOR. If such interested parties are permitted, under the terms of their agreement(s) with the

ANNEXOR, to cure the default and/or to assume the ANNEXOR's position with respect to this AGREEMENT, the TOWN will recognize such rights of interested parties and otherwise permit such interested parties to cure the default and/or to assume all of the rights and obligations of the ANNEXOR under this AGREEMENT.

24. **REPRESENTATIONS.**

- a. In addition to the other representations, warranties and covenants made by the parties, the parties make the following representations, warranties and covenants to each other, and may be held liable for any loss suffered as a consequence of any misrepresentation or breach under this section.
- b. Full Authority. Each party has the full right, power and authority to enter into, perform and observe this AGREEMENT.
- c. Other Instruments. Unless otherwise specified in this AGREEMENT, neither the execution of this AGREEMENT, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this AGREEMENT by each party will conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, or decree to which either party is a party or by which either party is bound.
- d. Binding Agreement. This AGREEMENT is the valid, binding and legally enforceable obligation of the parties and is enforceable in accordance with its terms. This AGREEMENT shall extend to, inure to the benefit of, and be binding upon the TOWN and its permitted successors and assigns and upon the ANNEXOR, its successors and assigns. Subsequent owners of a portion of the PROPERTY shall be bound by those provisions of this AGREEMENT which specifically apply only to those portions of the PROPERTY. This Agreement shall constitute an agreement running with the PROPERTY until: (a) modification or release by mutual written agreement of the TOWN and the ANNEXOR or its permitted successors and assigns; or (b) expiration of the term of this AGREEMENT. Upon the conveyance or other transfer of the PROPERTY by the ANNEXOR to a different entity or person, and provided that the ANNEXOR is not in default at the time of conveyance, upon the conveyance of the PROPERTY the ANNEXOR shall have no liability under this AGREEMENT for any act or omission occurring after the date of such conveyance; in the event of conveyance or other transfer, the transferee shall be deemed to have assumed all liability for any act or omission arising under this AGREEMENT during the period of its ownership of the PROPERTY from and after the date of such conveyance or other transfer. At the request of the TOWN, such transferee shall execute a written agreement with the TOWN confirming the assumption of liability under this AGREEMENT.

25. **COMPLETE AGREEMENT.** This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this AGREEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this AGREEMENT except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein, this AGREEMENT may be enforced in any court of competent jurisdiction.

26. **ORIGINAL COUNTERPARTS.** This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

By this acknowledgment, the undersigned hereby certify that the above AGREEMENT is complete and true and entered into of their own free will and volition.

*[Signature pages follow].*





[Town signature page to Annexation Agreement].

**TOWN:**

**TOWN OF MEAD**, a municipal corporation of  
the State of Colorado

\_\_\_\_\_  
Colleen G. Whitlow, Mayor, *authorized*  
*pursuant to Ordinance No. \_\_\_\_\_*

**ATTEST:**

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

## EXHIBIT A

### Legal Description

#### (the "PROPERTY")

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:  
COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;  
THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;  
THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;  
THENCE North 89°36'43" East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;  
Thence along the West line of said Lot A the following 7 courses;  
THENCE North 04°53'21" West a distance of 75.27 feet;  
THENCE North 14°35'26" West a distance of 130.14 feet;  
THENCE North 30°14'00" West a distance of 90.76 feet;  
THENCE North 89°57'27" West a distance of 12.15 feet;  
THENCE North 29°27'36" West a distance of 117.69 feet;  
THENCE North 14°27'02" West a distance of 426.89 feet;  
THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;  
Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;  
THENCE North 00°02'50" West a distance of 510.72 feet;  
THENCE North 89°51'02" East a distance of 82.74 feet;  
THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;  
Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;  
THENCE North 89°11'53" East a distance of 29.81 feet;  
THENCE North 89°32'29" East a distance of 84.83 feet;  
Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;  
THENCE South 03°47'02" East, a distance of 765.98 feet;  
THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;  
THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;  
THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;  
THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.  
Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

*Total acreage (approximate): 13.521 acres, as more particularly shown in the annexation map(s) on file with the Town Clerk.*

## EXHIBIT B

### SPECIAL PROVISIONS

**A. Access.** ANNEXOR may access the PROPERTY by way of Weld County Road (“WCR”) 34 until such time that the east/west collector road planned to the north of the PROPERTY (“EW Collector”) is completed as contemplated in subsection (i) or the NS Collector contemplated in subsection (ii) is completed (either shall constitute “Alternate Access Availability”). Upon Alternate Access Availability, subsection (iii) shall apply.

**(i) Adjacent Property Access (NS Collector).** In the future, ANNEXOR may annex and develop the adjacent property addressed as 4727 County Road 34, Platteville, CO 80651 (“Adjacent Property”). If such annexation meets the requirements below, ANNEXOR shall not be obligated to obtain an Easement Agreement or make the Collector Contribution as provided in subsection (ii).

- (A)** The statutory eligibility hearing for the annexation of the Adjacent Property to the Town occurs on or before December 1, 2025; and
- (B)** ANNEXOR shall enter into a subsequent annexation agreement obligating ANNEXOR to construct, at ANNEXOR’s cost, a north-south collector providing perpetual access for the Adjacent Property and the PROPERTY (“NS Collector”).

**(ii) EW Collector Access.** If the requirements of subsection (i) are not satisfied, ANNEXOR shall acquire the necessary off-site permanent access easement over property to the north of the PROPERTY ensuring perpetual access from the PROPERTY to the EW Collector (“Easement Agreement”). Unless subsection (A) below applies and TOWN has agreed to assist with easement acquisition, ANNEXOR shall provide a draft Easement Agreement to the TOWN for review and approval by the Town Engineer and Town Attorney prior to its recordation, and ANNEXOR shall record the Easement Agreement within one (1) year of completion of the EW Collector and provide the TOWN with the final executed and recorded Easement Agreement. ANNEXOR shall complete all improvements necessary to establish access from the PROPERTY to the EQ Collector in accordance with TOWN standards within one (1) year of recordation of the Easement Agreement or within one (1) year of conclusion of condemnation proceedings, whichever applies.

- (A) Town Assistance.** If ANNEXOR cannot acquire the off-site easement necessary to connect the PROPERTY and EW Collector, the ANNEXOR may request the TOWN’s assistance in securing the necessary easement. Such assistance by the TOWN shall be in compliance with Colorado law authorizing the TOWN’s use of eminent domain. The ANNEXOR shall advance to the TOWN all acquisition costs, including any court costs and attorneys’ fees, that the TOWN may incur in providing assistance.
- (B) EW Collector Contribution.** ANNEXOR shall make a financial contribution for construction of the EW Collector. The PROPERTY’s equitable share of the EW Collector costs (the “Collector Contribution”) and timing for payment of same shall be based upon the proportionate share of traffic from the PROPERTY in comparison to all other traffic using the EW Collector, as described in a traffic study, and as determined by the TOWN. The amount of the Collector Contribution and timing for payment of the same shall be set forth in the SIA, a site plan agreement (SPA), or other written

agreement between the TOWN and ANNEXOR. Subject to available engineering cost estimates, the TOWN reserves the right to withhold any building permits or certificates of occupancy for any development or redevelopment of the PROPERTY until such time as the Collector Contribution has been paid in full.

**(iii) Termination of WCR 34 Access.** The TOWN reserves the right to modify, restrict or close off access to the PROPERTY from WCR 34 upon completion of construction of the EW Collector or NS Collector. The TOWN shall provide written notice to ANNEXOR of intent to modify, restrict or close off WCR 34 access at least ninety (90) days prior to taking any action to modify, restrict or close off access. ANNEXOR shall cooperate with the TOWN in modifying, restricting or closing off WCR 34 access and shall grant any required temporary construction easements ("TCEs") to the TOWN as may be reasonably necessary to permit the TOWN to stage construction materials or equipment as necessary to effectuate the modification, restriction or termination of WCR 34 access, for total consideration not exceeding five hundred dollars (\$500.00). The parties agree that the TCEs shall not be recorded in the Weld County real property records and that the term of the TCEs shall not exceed one (1) year from the date of execution by the parties, unless otherwise set forth in the TCEs.

**C. Roadway Improvements.** At the time of platting of the PROPERTY, ANNEXOR shall fund and construct any roadway improvements to the north side of WCR 34 necessary to expand WCR 34 to the minor arterial cross section, in accordance with the TOWN Transportation Plan and TOWN standards, as the same may be amended from time to time, and the final traffic study for the PROPERTY as approved by the TOWN (the "CR 34 Expansion Improvements"). ANNEXOR shall also, at the time of platting of the PROPERTY, dedicate all necessary right-of-way for the CR 34 Expansion Improvements. Such conveyance shall be free and clear of liens, taxes, and encumbrances and shall be by plat dedication or by general or special warranty deed in form and substance acceptable to the Town Attorney. The TOWN, at ANNEXOR's expense, shall record all conveyances. The ANNEXOR shall also furnish, at its own expense, an ALTA title policy for the right-of-way interest(s) conveyed to the TOWN, subject to approval by the Town Attorney.