



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Planning	Bill Almquist - Community Development Director	February 1, 2022

ITEM

Resolution 2022-05: A Resolution of the City Council of the City of Salida, Colorado, Approving an Amendment to the Annexation Agreement with Jodie and Barry Snyder for the Annexation of Certain Real Property Into the City.

BACKGROUND

City Council originally approved, via Ordinance 2017-11, an Annexation Agreement between the Owners (Jodie and Barry Snyder) of property located at 1139 and 1141 Highway 50 and the City of Salida. That Agreement set conditions related to annexation of the property, including future dedication of a public access easement for a trail to be located south of the south bank of the South Arkansas River, in an alignment to be determined by the City and the Owners.

On December 21, 2021, City Council approved Ordinance 2021-19 authorizing a land swap between the City and the Snyders of two .90 acre parcels on either side of the South Arkansas River. The swap would give the City additional property south of the river that could be used for a variety of means, including (but not limited to) a trail connection, accessible open space, and parking. In return, the Snyders receive an equally-sized parcel to the west of their property to be incorporated into a future ecological restoration project. As part of the negotiation, the Snyders requested that: the public access easement requirement on their remaining property be eliminated from the Annexation Agreement; that the property given to the City be applied to their open space requirements; and that the City construct a fence along the new property lines south of the river (or in a location approved by both parties). The attached annexation agreement amendment fulfills these requests. Additional requirements of the property transfers, including a no-development clause on the property to be conveyed to the Snyders (other than for purposes of ecological restoration and fencing), will be included in the deed language.

SUGGESTED MOTION

"I move that the City Council approve Resolution 2022-05, Approving an Amendment to the Annexation Agreement with Jodie and Barry Snyder for the Annexation of Certain Real Property Into the City" followed by a roll call vote.

ATTACHMENTS

Resolution 2022-05
Amended Annexation Agreement

CITY OF SALIDA, COLORADO
RESOLUTION NO. 05
(Series of 2022)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO,
APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT WITH
JODIE AND BARRY SNYDER FOR THE ANNEXATION OF CERTAIN REAL
PROPERTY INTO THE CITY**

WHEREAS, Jodie and Barry Snyder are the “Owner” of certain real property located at 1139 and 1141 Highway 50, Salida, CO; and

WHEREAS, the Property was annexed into the City of Salida (the “City”) via Ordinance 2017-10 recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436080; and

WHEREAS, the Owner and the City entered into an Annexation Agreement originally approved via Ordinance 2017-11 and recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436082; and

WHEREAS, the City and the Owner wish to amend the original Annexation Agreement to reflect changes to conditions to said Agreement that were precipitated by Ordinance 2021-19, which approved a transfer of deeded parcels between the two parties and relates to the anticipated location of a future public trail and open space in the area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO THAT:

1. Incorporation of Recitals. The City incorporates the foregoing recitals as findings and determinations by the City Council.

2. Enactment. The City Council finds it is in the best interests of the City, approves the attached Amendment to an Annexation Agreement, and authorizes the Mayor to sign it.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 2022.

CITY OF SALIDA, COLORADO

Dan Shore, Mayor

[SEAL]

ATTEST:

City Clerk/Deputy City Clerk

SNYDER ANNEXATION AGREEMENT (AMENDED)
(1139 and 1141 EAST HIGHWAY 50)

THIS AMENDED ANNEXATION AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2022, by and between the CITY OF SALIDA, COLORADO, a Colorado statutory city (“City”), and SNYDER REVOCABLE TRUST (together, “Annexor”) (each a “Party” and together the “Parties”).

Section 1 - Recitals

- 1.1 The Annexor is the fee title owner of 100% of certain lands known as the “Snyder Annexation” and more particularly described on attached **Exhibit A**, which is incorporated herein by this reference (the “Property”).
- 1.2 The Property is contiguous to the current municipal boundaries of the City and contains approximately 8.14 acres, more or less, in unincorporated Chaffee County, Colorado.
- 1.3 The Annexor desires to have the Property annexed to the City, and the City desires to annex the Property on the terms and conditions set forth herein.
- 1.4 Under Colorado law, the City may not annex the Property without the consent of the Annexor.
- 1.5 On January 3, 2011, the City and the Annexor entered into a Pre-Annexation Agreement.
- 1.6 On January 14, 2017, the Annexor filed with the City Clerk a petition for annexation of the Property (“Annexation Petition”).
- 1.7 The City has determined that the Annexation Petition complies with the Colorado Municipal Annexation Act of 1965, as amended, Colorado Revised Statutes sections 31-12-101 through -123 (the “Annexation Act”), and Article IX of the City’s Land Use and Development Code.
- 1.8 The City has accepted the Annexation Petition, has given all notices and conducted all hearings required by the Annexation Act, has determined that the Property is eligible for annexation to the City, and has made all necessary findings in support of the annexation of the Property.
- 1.9 On May 2, 2017, City Council adopted Ordinance No. 2017-10, annexing the Property to the City, and Ordinance No. 2017-12, zoning the Property as Residential Mixed Use (RMU) Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay. That portion of the Property included in the Highway 50 Corridor Overlay (“Highway 50 Corridor Overlay Portion”) is the driveway and adjacent parkway that fronts Highway 50 and provides access to the remaining portions of the parcel detached from Highway 50.
- 1.10 On December 21, 2021, City Council adopted Ordinance No. 2021-19, approving the

transfer and conveyance of .90 acres of real property from the City to the Annexor in exchange for the transfer and conveyance of .90 acres of real property from the Annexor to the City, as well as the execution of additional legal agreements, including this amended Annexation Agreement.

- 1.11 The City wishes to control its growth in a planned and orderly fashion, maintaining and improving its quality of life and its ability to provide and enhance environmental amenities, services, and local opportunity for its citizens.
- 1.12 The City and the Annexor desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.
- 1.13 The City and the Annexor acknowledge that the terms and conditions hereinafter set forth are reasonable; within the authority of each to perform; necessary to protect, promote, and enhance the health, safety, and general welfare of the residents and property owners of the City; and mutually advantageous.
- 1.14 This Agreement amends, supersedes and replaces in its entirety that Annexation Agreement recorded with the Chaffee County Clerk on July 28, 2017 at Reception No. 436082.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Annexor agree as follows:

Section 2 – Definitions

As used in this Agreement, the following terms have the following meanings:

- 2.1 “Agreement” means this Annexation Agreement. The Recitals in Section 1 above are fully incorporated into this Agreement and made a part hereof by this reference.
- 2.2 “Annexation Act” means sections 31-12-101 through -123, Colorado Revised Statutes.
- 2.3 “Annexation Petition” means the Petition for Annexation of the Property filed of record with the City Clerk on January 14, 2017.
- 2.4 “Annexor” means Jodie A. Snyder and Barry L. Snyder, and their successor(s) and agent(s).
- 2.5 “City” means the City of Salida, a Colorado statutory City.
- 2.6 “City Code” means the City of Salida Municipal Code.
- 2.7 “City Council” means the City Council of the City of Salida, Colorado.
- 2.8 “Dark sky-compliant” means lighting in compliance with Section 16-8-100 of the City

Code and intended to reduce the unnecessary use of artificial light at night.

- 2.9 “Effective Date” means the date on which City Council adopted a resolution approving the execution of this Agreement. On the Effective Date, this Agreement will become binding upon and enforceable by the City and the Annexor.
- 2.10 “Final Annexation Approval” means that all of the following have occurred:
- 2.10.1 City Council has adopted a resolution approving the execution of this agreement;
- 2.10.2 The effective date of Ordinance No.2017-10, annexing the Property to the City, has occurred; and
- 2.10.3 The effective date of Ordinance No. 2017-12, zoning the Property as RMU Zone District with inclusion of a portion of the Property in the Highway 50 Corridor Overlay, has occurred.
- 2.11 “Property” means the land that is described as the Snyder Annexation in the Annexation Petition and that is legally described in attached Exhibit A.
- 2.12 “Reimbursable Costs and Fees” means all fees and costs incurred by the City in connection with the City’s processing and review of the proposed annexation, including without limitation processing and review of the Annexation Petition and zoning applications; and the City’s drafting, review, and execution of this Agreement.

Section 3 – Purpose of Agreement and Binding Effect

- 3.1 The purpose of this Agreement is to establish a contractual relationship between the City and the Annexor with respect to the annexation of the Property, and to establish the terms and conditions upon which the Property will be annexed, zoned, and developed. The terms, conditions, and obligations described herein, including without limitation restrictions upon the zoning and development of the Property, are contractual obligations of the Parties, and the Annexor waives any objection to the enforcement of the terms of this Agreement as contractual obligations.
- 3.2 This Agreement benefits and is binding upon the City, the Annexor, and the Annexor’s successor(s). Unless otherwise specified herein, the Annexor’s obligations under this Agreement constitute a covenant running with the Property. As described in Section 9.13 below, the Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 3.3 The parties shall complete the transactions described in Recital 1.10 above within 6 months of the date of this Agreement. This shall include the execution and recording of the quitclaim deeds attached hereto as Exhibits B and C.

Section 4 – Annexation of Property

- 4.1 The Annexor agrees to the Annexation of the Property, and the City agrees that it will annex the Property, only in accordance with the terms and conditions of this Agreement.

Section 5 – Terms and Conditions for Annexation of Property

- 5.1 All terms and conditions imposed by this Agreement are in addition to and not in place of any and all requirements of the City Code, the Annexation Act, and all other applicable laws and regulations.
- 5.2 Annexation of the Property to the City will not be effective until both of the following conditions have been met:
- 5.2.1 The Annexor and the City have mutually executed and delivered this Agreement; and
- 5.2.2 Final Annexation Approval has occurred.
- 5.3 Zoning of Property.
- 5.3.1 On March 27, 2017, the Salida Planning Commission recommended zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.
- 5.3.2 The parties agree and acknowledge that Owner does not currently have a development proposal for the Property. Because the Planning Commission did not review a development or subdivision proposal for the Property in conjunction with its review of the Annexation, any development or subdivision proposal for the Property, including within the RMU Zone District, must be reviewed and approved by the City before commencement of any development or subdivision.
- 5.3.2 At its May 2, 2017, meeting, the City Council approved zoning of the Property as RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay.
- 5.3.3 Nothing in this Agreement limits, restricts, or abrogates in any way, and this Agreement is not to be construed to limit, restrict, or abrogate in any way, the power or authority of the City to rezone the Property or any portion thereof at any time after annexation, either on the City's own motion or in response to a zoning petition.

5.4 Utilities and Municipal Services. The City shall provide the Property the usual and customary municipal services provided by the City within its municipal limits generally, in accordance with the City Code and City policies. Limitations upon the availability of City utility service may exist from time to time. The Property is and will remain subject to all policies, ordinances, rules, regulations, platting restrictions, and permitting procedures currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources generally throughout the City.

5.4.1 Water and Wastewater Service. The City shall provide water and wastewater treatment services to the Property upon the same basis as such services are provided to other properties within the City, subject to the rules and regulations given in Section 13 of the City Code, as it exists now and as it may be amended. Water and wastewater treatment service are available on a "first come, first served" basis, and the availability of such services is determined at the time application therefor is made. The City's obligation to provide water and wastewater treatment service to the Property is contingent upon the City's certification that all water and wastewater facilities and all water- and wastewater-related improvements on the Property conform to approved plans and specifications and all applicable City standards for those facilities and improvements. Connection to the City's treated water and wastewater treatment facilities will be at the then-prevailing fees and rates for such connection and service. The City reserves the right to refuse to provide wastewater treatment service for any effluent that includes prohibited wastes as described in Section 13-2-120 of the City Code, or that is beyond the City's capability of treating in either quantity or quality.

5.4.2 Fire Protection Services. The City shall provide fire protection services to the Property upon the same basis as such services are provided to other properties within the City.

5.4.3 Police Services. The City shall provide police services to the Property upon the same basis as such services are provided to other property within the City.

5.4.4 Electric, Natural Gas, Telephone, Cable TV, and Other Utility Services. The City does not provide electric, natural gas, telephone, or cable TV facilities or services. Such services are available within the City from private entities. The extension of such services to the Property is not the obligation or responsibility of the City.

5.4.5 Streets and Roads.

5.4.5.1 Within its municipal boundaries, the City shall maintain any duly dedicated and accepted public streets and roads that serve the Property, both on- and off-site, upon the same basis as such services are provided to other properties within the City.

5.4.5.2 In accordance with the Section 16-5-60 of the City Code and the

specifications described therein for streetscape and lighting within the Highway 50 Corridor Overlay, the Annexor shall install landscaping, sidewalks, pedestrian lighting, and stamped concrete parkways along the entire length of the Highway 50 Corridor Overlay Portion of the Property. The Annexor shall complete such improvements before proposing any development plan for the Property.

5.4.5.3 In the event that subdivision is proposed for the Property in the future, the Annexor shall submit plans and specifications for access improvements with the development application and Subdivision Plat for review and approval by the City. Such improvements must be referenced in and secured by a subdivision improvements agreement for the Property.

5.4.5.4 Annexor additionally shall comply with any and all Colorado Department of Transportation (“CDOT”) access requirements. Annexor acknowledges that CDOT may require the consolidation of access points to the Property in the event that the Property is redeveloped or subdivided in the future.

5.4.6 Use of Existing Well. The parties agree that upon annexation and connection to City water, Annexor shall be entitled to the continued use of existing well on the Property for all outside irrigation and other customary non-domestic uses allowed under the existing well permit as set forth in Section 13-3-100 of the Municipal Code.

5.5 Fees. The Annexor shall pay to the City the fees described below at the time set forth below:

5.5.1 Annexor’s Reimbursement of Processing Fees. The parties agree and acknowledge that the Annexor has fully reimbursed the City for all fees and actual costs incurred by the City in connection with the City’s processing and review of the 2017 annexation process, including without limitation processing and review of the Annexation Petition, zoning applications, and development proposals, and the City’s drafting, review, and execution of this Agreement (“Reimbursable Costs and Fees”). Notwithstanding any provision in this agreement to the contrary, Annexor shall have no further duty or obligation to reimburse the city in connection with this Amended Annexation Agreement, the exchange of parcels referenced above, and the documents and actions related thereto. The Reimbursable Costs and Fees include but are not limited to the City’s costs incurred for engineering, surveying, and legal services, including the services of outside City consultants and/or counsel; recording fees; printing and publication costs; and any and all other reasonable costs incurred by the City.

5.5.2 Payment of Currently Existing Fees as a Condition of Annexation. The parties agree and acknowledge that the Annexor has fully paid to the City any fees required to be paid under the 2017 Annexation Agreement or the currently existing City Code, regardless of whether the relevant provisions of the City Code are later

amended, repealed, or declared to be invalid. The parties agree that there shall be no further requirement of Annexor for payment of any fees pursuant to this Agreement, other than those discussed in Section 5.4, as relevant. The Annexor further agrees not to contest any ordinance imposing such fees as they pertain to the Property.

- 5.6 Dedications and Easements. At no cost to the City, the Annexor shall dedicate or convey to the City all rights-of-way, easements, and public land reasonably required by the City. The City may require dedication of rights-of-way, easements, or public land at any time construction thereof or thereon is deemed necessary in the public interest, even if the Property is not being platted or developed at the time the City deems dedication of the rights-of-way, easements, or public land necessary.
- 5.6.1 The Trail Easement requirement in the original 2017 Annexation Agreement is hereby stricken and removed. Annexor shall not have a duty to dedicate a trail easement on any portion of its property. The City shall be required to construct fencing, within 6 months following the date of the execution and recording of the quitclaim deeds attached hereto as Exhibits B and C, along the boundaries of Annexor's Property on the south side of the South Arkansas River, or in a location mutually agreed upon by Annexor and the City. Furthermore, Annexor will be credited with .90 acres of open space dedication, as set forth in Chapter 16 of the City Code, in consideration of the amount of property on the south side of the river to be conveyed to the City and approved via Ordinance 2021-19.
- 5.6.2 The Annexor shall dedicate public utility easements for all City water and sewer mains constructed and installed on the Property.
- 5.6.3 The Annexor shall dedicate public utility easements for all interior streets.
- 5.7 All lighting on the Property must be "dark sky"-compliant.
- 5.8 In meeting its obligations with respect to public improvements under this Section 5 and under the City Code, the Annexor shall deliver to the City a reasonable performance guarantee in the form of cash, a letter of credit, a cash bond, a performance bond, or another security instrument acceptable to and approved in writing by the City Attorney.
- 5.9 Drainage. Prior to any future development of the Property, the Annexor shall obtain the City's approval of a master drainage plan that complies with all applicable laws, regulations, and ordinances. The Annexor's activities, operations, and development on the Property must comply with the master drainage plan and with all applicable laws, ordinances, and regulations pertaining to drainage.
- 5.10 Conveyance and Acceptance Requirements. Conveyance and acceptance requirements and reimbursement opportunities for all public improvements installed by Annexor in connection with the development or use of the Property are as described in the City Code.

- 5.11 Affordable Housing. Any construction of new residential dwelling units on the Snyder Annexation Property, shall be done in compliance with the affordable housing regulations in place at the time of development.

Section 6 – Zoning

- 6.1 The Annexor requests and consents to zoning of RMU Zone District with a portion of the Property in the Highway 50 Corridor Overlay. Upon Final Annexation Approval, the Property will be subject to and must adhere to all applicable zoning regulations of the City, as those regulations may be amended.

Section 7 – Breach by Annexor and City's Remedies

- 7.1 In the event of a breach of any of the terms and conditions of this Agreement by the Annexor, the City may take any action necessary or appropriate to enforce its rights, including without limitation any or all of the following:
- 7.1.1 The refusal to issue any building permit or Certificate of Occupancy to the Annexor; provided, however, that this remedy will be unavailable to the City until after the affidavit described in Section 7.1.2 below has been recorded; and provided further that this remedy will not be available against a bona fide third party.
 - 7.1.2 The recording with the Chaffee County Clerk and Recorder of a first affidavit approved in writing by the City Attorney and signed by the City Administrator or the City Administrator's designee, declaring that the terms and conditions of this Agreement have been breached by the Annexor. At the next regularly scheduled City Council meeting following recording of such first affidavit, the City Council shall either approve the filing of said first affidavit or direct the City Administrator to file a second affidavit declaring that the default has been cured and nullifying the first affidavit. Upon the recording of a first affidavit, no parcels or portions thereof on the Property may be sold until the default has been cured. An affidavit signed by the City Administrator or the City Administrator's designee and approved by the City Council declaring that the default has been cured will remove this restriction and be sufficient evidence when recorded that the default has been cured.
 - 7.1.3 A demand that any performance guarantee given for completion of any public improvement be paid or honored.
 - 7.1.4 The refusal to allow further development review for the Property.
 - 7.1.5 Any other remedy available in equity or at law.
- 7.2 Unless immediate action is necessary to protect the health, safety, or welfare of the City's residents, the City shall give the Annexor ten (10) days' written notice of the City's intent to take any action under this Section 7, during which 10-day period the Annexor may cure the breach described in said notice and prevent further remedial action by the City. In the

event the breach is not cured within the 10-day period, the City will consider whether the Annexor has undertaken reasonable steps to timely complete the cure if additional time is required.

- 7.3 The District Court of the County of Chaffee, State of Colorado, will have exclusive jurisdiction to resolve any dispute over this Agreement.
- 7.4 Any waiver by the City of one or more terms of this Agreement will not constitute, and is not to be construed as constituting, a waiver of other terms. A waiver of any provision of this Agreement in any one instance will constitute, and is not to be construed as constituting, a waiver of such provision in other instances.

Section 8 – Indemnification and Release

- 8.1 Release of Liability. The Annexor acknowledges that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City Code, City ordinances, and the laws of the State of Colorado. The Annexor further acknowledges that it acts at its own risk with respect to relying or acting upon any representation or undertaking by the City or its officers or agents or their designees, which representation or undertaking subsequently is held unlawful by a court of competent jurisdiction. Accordingly, the Annexor expressly waives and releases any current or future claims related to or arising from any such representation or undertaking by the City or its officers or agents or their designees.
- 8.2 Indemnification.
 - 8.2.1 The Annexor shall indemnify and hold harmless the City, and the City's officers, agents, employees, and their designees, from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising from or in connection with the following: (a) the City's approval of the proposed annexation, (b) the City's approval of the proposed zoning, (c) any approval given during development review of the Property; (d) except to the extent of any actual negligence on the part of the City, and the City's officers, agents, employees, and their designees, any road or sidewalk enlargement, extension, realignment, improvement, or maintenance, or approval thereof; or (e) any other item contained in this Agreement.
 - 8.2.2 The Annexor shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, incurred in any action brought against the City as a result of the City's approval of the proposed annexation and proposed zoning; and shall reimburse the City for all fees, expenses, and costs, including attorneys' fees and costs, associated with any referendum election, review of petition for referendum, protest, or any other proceedings to challenge the City's approval of the proposed annexation or zoning. Nothing in this Agreement obligates or compels the City to proceed with any action or referendum position, other than as the City Council, in its sole discretion, directs.

Section 9 – General Provisions

- 9.1 Waiver of Defects. In executing this Agreement, the Annexor waives all objections it may have to any defects in the form or execution of this Agreement concerning the power of the City to impose conditions on the Annexor as set forth herein. The Annexor further waives all objections it may have to the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
- 9.2 Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the Parties with respect to the subject matter hereof, and is the total integrated agreement between the Parties.
- 9.3 Modifications. This Agreement may be modified only by a subsequent written agreement executed by both Parties.
- 9.4 Voluntary Agreement. The Annexor agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation of the Property to the City.
- 9.5 Election. The Annexor represents and submits that to the extent an election would be required by the Annexation Act to approve the annexation or impose terms and conditions upon the Property to be annexed, the Annexor owns one hundred percent (100%) of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election necessarily would result in a majority of the electors' approval to the annexation and the terms and conditions.
- 9.6 Annexor's Representations. All representations of the Annexor, either oral or as set forth in the Annexation Petition and zoning application, and all documents previously or subsequently submitted with reference thereto, are to be considered incorporated into this Annexation Agreement as if set forth in full herein.
- 9.7 Survival. The City's and the Annexor's representations, covenants, warranties, and obligations set forth herein, except as they may be fully performed before or on the Effective Date, will survive the Effective Date and are enforceable at law or in equity.
- 9.8 Notice. All notices required under this Agreement must be in writing and must be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties as set forth below. All notices so given will be considered effective immediately upon hand-delivery, and 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 are to be sent.

Notice to the City:

City of Salida
Attn: City Administrator and City Attorney
448 East First Street
Salida, CO 81201

Notice to the Annexor: Snyder Revocable Trust
Mr. Barry L. Snyder
Ms. Jodie A. Snyder
1139 E. Rainbow Blvd.
Salida, CO 81201

- 9.9 Terms and Conditions as Consideration for Annexation. The Annexor acknowledges that the City's decision to annex the Property is at the City's sole discretion. In consideration for the City's agreement to annex, the Annexor agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such terms and conditions are requisite to the City's decision to annex the Property. The Annexor further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Annexor, and that the Annexor has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.
- 9.10 Applicable Laws, Ordinances, and Regulations. Subject to the terms and conditions of Section 6.1 above, the Annexor understands and agrees that the Property, upon annexation, and all subsequent development of the Property, will be subject to and bound by the applicable provisions of laws, ordinances, resolutions, regulations, and policies of the City or the State as they exist at the time of annexation and as they may from time to time be amended or adopted. Nothing in this Agreement constitutes or is to be construed as constituting a repeal of existing ordinances or regulations, or as a waiver or abnegation of the City's legislative, governmental, or police powers to protect the health, safety, and general welfare of the City and its inhabitants.
- 9.11 Termination. In the event that the annexation of the Property is for any reason not completed, this Agreement will terminate and become null and void and of no force and effect. In such an event, the Annexor shall pay all Reimbursable Costs and Expenses incurred by the City to the time of termination. Otherwise, unless and until the Property is disconnected from the City in accordance with Colorado law, including without limitation sections 31-12-601 through -605, the term of this Agreement is perpetual.
- 9.12 Severability. The terms of this Agreement are severable. If a court of competent jurisdiction finds any provision hereof to be invalid or unenforceable, the remaining terms and conditions of the Agreement will remain in full force and effect.
- 9.13 Recording. The Annexor shall record this Agreement with the Clerk and Recorder of Chaffee County, Colorado.
- 9.14 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers or is intended to confer any rights or remedies whatsoever upon any person or entity other than the City, the Annexor, and the Annexor's successor(s).

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF SALIDA, COLORADO

By

Mayor Dan Shore

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2022
by Dan Shore, as Mayor, and by _____, as Clerk, on behalf of
the City of Salida, Colorado.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

ANNEXOR:

Snyder Revocable Trust, a trust formed under the laws of Colorado

Jodie A. Snyder, Trustee

Barry L. Snyder, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2022
by Jodie A. Snyder and Barry L. Snyder, as Trustees of the Snyder Revocable Trust, a trust formed
under the laws of Colorado.

WITNESS my hand and official seal. My Commission expires: _____.

Notary Public

The subject property is legally described as:

A tract of land located within the Southeast Quarter of the Southeast (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 49 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado described as follows,

Beginning at the northwest corner (marked by a 5/8 inch rebar with an aluminum cap stamped '6758') of that parcel of land described in Deed of Record filed under Reception No 281105 of the Chaffee County Records, from whence a brass capped concrete right-of-way maker for Station 2292+50 of U.S. Highway 50 bears South 89°21'00" East 131.8 feet, thence proceeding around the tract herein described South 00°06'00" East 190.87 feet to the southwest corner of the above described parcel;

thence South 89°21'00" East 212.51 feet to a corner of a parcel of land described in deed of record and filed under Reception No. 278468 of the Chaffee County Records;

thence South 00°13'30" East 55.88 feet to another corner of the above described parcel;

thence North 80°08'48" East 140.27 feet to the southeast corner of the above said parcel;

thence South 00°10'28" East parallel with the East line of said Section 5 for a distance of 498.09 feet;

thence South 89°49'32" West at right angle to the above said section line 134.86 feet;

thence South 00°07'52" East 577.50 feet to an existing on inch diameter cedar post (said corner post is located North 88°54'50" West 151.28 feet from the southeast corner of the said Section 5- a government brass capped pipe monument);

thence North 89°28'34" West along a fence line 251.87 feet to the railroad tie fence corner post;

thence North 00°49'43" West 327.08 feet along a fence to a fence angle point;

thence North 00°06'00" West along a fence line, also being the Easterly boundary of River Bend Addition to the City of Salida (Plat filed on 16 September 1975, under Reception No. 165926- Chaffee County Records) for a distance of 847.20 feet to the northeast corner of said River Bend Addition to the City of Salida;

thence South 69°21' East along the southerly right-of-way boundary of U.S. Highway No. 50 a distance of 38.00 feet to the point of beginning.

Exhibit B

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated _____, 2022, and made between CITY OF SALIDA, COLORADO, a Colorado municipal corporation, the "Grantor," whose legal address is 448 East First Street, Salida, Colorado 81201, and SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado, the "Grantee," whose legal address is 1139 East Highway 50, Salida, Colorado 81201.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby QUITCLAIM unto the Grantee and its heirs and assigns forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following real property, situate, lying and being located in the City of Salida, County of Chaffee and State of Colorado:

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 13, RIVER BEND ADDITION TO THE CITY OF SALIDA, ACCORDING TO THE REPLAT FILED AT RECEPTION NO. 267623 IN THE OFFICE OF THE CHAFFEE COUNTY CLERK & RECORDER, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 24°03'20" EAST, A DISTANCE OF 989.94 FEET; THENCE SOUTH 00°11'23" WEST ALONG THE EAST LINE OF SAID LOT NO.13, A DISTANCE OF 508.75 FEET TO THE CENTER OF THE SOUTH ARKANSAS RIVER; THENCE WESTERLY ALONG SAID CENTERLINE, A DISTANCE OF 79 FEET, MORE OR LESS; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 510.52 FEET TO THE NORTH BOUNDARY OF SAID LOT NO. 13; THENCE SOUTH 88°56'30" EAST, A DISTANCE OF 76.21 FEET TO THE POINT OF BEGINNING; CONTAINING 0.90 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs and assigns forever;

PROVIDED, HOWEVER, that the Grantee and Grantor acknowledge that there are no water rights being transferred; and provided that Grantee declares such property to be held subject to the terms, conditions and covenants set forth in City of Salida Ordinance No. 2021-19, adopted on December 21, 2021, which prohibit development on the real property other than that necessary for natural or ecological restoration purposes or for the construction, maintenance, and replacement of fencing, which these non-dischargeable covenants shall run with and burden the land and shall obligate, be binding, and shall inure to the benefit of the parties hereto and upon and

to their respective successors, grantees and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

City of Salida, Colorado

By: _____

Name: Dan Shore

Title: Mayor

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____th day of _____, 2022 by Dan Shore, as Mayor of the City of Salida, Colorado.

Witness my hand and official seal,
My commission expires:

Notary Public

Exhibit C

QUITCLAIM DEED

THIS QUITCLAIM DEED is dated _____, 2022, and made between SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado, the "Grantor," whose legal address is 1139 East Highway 50, Salida, Colorado 81201, and between CITY OF SALIDA, COLORADO, a Colorado municipal corporation, the "Grantee," whose legal address is 448 East First Street, Salida, Colorado 81201.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby QUITCLAIM unto the Grantee and its heirs and assigns forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following real property, situate, lying and being located in the City of Salida, County of Chaffee and State of Colorado:

ALL THAT PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 49 NORTH, RANGE 9 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, IN THE CITY OF SALIDA, CHAFFEE COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 5, MARKED BY A #5 REBAR, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 5, MARKED BY A B.L.M. BRASS CAP, BEARS SOUTH 89°03'23" EAST, A DISTANCE OF 406.55 FEET; THENCE NORTH 00°11'23" EAST, A DISTANCE OF 244.27 FEET; THENCE SOUTH 38°49'33" EAST, A DISTANCE OF 184.20 FEET; THENCE NORTH 63°34'25" EAST, A DISTANCE OF 155.66 FEET; THENCE SOUTH 00°08'43" WEST, A DISTANCE OF 174.24 FEET TO SAID SOUTH LINE OF SECTION 5; THENCE NORTH 89°03'23" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 255.28 FEET TO THE POINT OF BEGINNING. CONTAINING 0.90 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs and assigns forever;

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

SNYDER REVOCABLE TRUST, a trust formed under the laws of Colorado

Jodie A. Snyder, Trustee

Barry L. Snyder, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____th day of _____, 2022 by Jodie A. Snyder, as Trustee of the Snyder Revocable Trust, a trust formed under the laws of Colorado.

Witness my hand and official seal,
My commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

The foregoing instrument was acknowledged before me this ____th day of _____, 2022 by Barry L. Snyder, as Trustee of the Snyder Revocable Trust, a trust formed under the laws of Colorado.

Witness my hand and official seal,
My commission expires:

Notary Public