

ORDINANCE NO. 338

AN ORDINANCE OF THE TOWN OF IGNACIO, COLORADO, ANNEXING THE HERRERA FAMILY PROPERTY INTO THE MUNICIPAL CORPORATE BOUNDARIES

WHEREAS, the Town received all pertinent information from the Herrera Family for the annexation of their property located along County Road (CR) 320/Romero Avenue; and

WHEREAS, the Town reviewed all information and determined the property and submittals meets all annexation requirements; and

WHEREAS, the Town approved Resolution 04-2019 on June 17, 2019, formally initiating this annexation; and


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

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

1. The attached Exhibit A titled Herrera Annexation Plat details the subject property that is hereby annexed into the Town of Ignacio.
2. The attached Exhibit B titled Herrera Annexation Agreement is approved as a condition of this annexation.

PASSED, APPROVED AND ORDERED PUBLISHED this 22nd day of July, 2019.

TOWN OF IGNACIO:



Stella Cox, Mayor

ATTEST:



Tuggy Dunton, Town Clerk

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement is made and entered into this 22nd day of July, 2019, by and between the Herrera Family, and the Town of Ignacio, (hereinafter referred to as the "Town").

The parties hereto acknowledge and agree as follows:

1. **Owner.** The Herrera Family is the owner of the real properties which is described and depicted on Exhibit A attached hereto and incorporated herein by this reference. The subject property is specifically the North 2.5 Acres of Tract No. 4 of the Hall's Ranch Subdivision and totals 2.5 acres. The property is located along CR 320/Romero Avenue and is vacant and has a well located on the site. The property is contiguous with the Town corporate boundaries on the North and East sides and meets statutory contiguity requirements.
2. **Annexation, Zoning and Subdivision.** The Herrera Family has submitted an annexation application and requested a residential (R-1) land use zoning designations, and the Town has agreed to the annexation pursuant to the terms and conditions contained herein. The Herrera Family intends on subdividing the subject property into 3 lots and has submitted the necessary Minor Subdivision documentation. Exhibit B is the draft subdivision plat illustrating the subdivision of the property and incorporated into this agreement. The Town is processing the subdivision application concurrently with the annexation application and all notifications have been mailed to respective agencies. If this annexation is approved the draft subdivision plat will be considered for approval.
3. **Annexation Conditions.** The parties agree that the annexation, subdivision, development, and construction on and use of the Herrera Family property shall be subject to the provisions of State Law, the Town of Ignacio's Land Use Code, to conditions imposed herein, and on conditions imposed by any Subdivision Improvements or Development Agreement. All future phases of development shall be reviewed at the time of development under the terms and conditions contained in the Town's Land Use Code then in effect.
4. **Land Use Designation.** The Herrera Family hereby consents and agree to zone the property as follows:

Single Family Residential District R-1
5. **Installation of Utilities.** The subject property is served by Town utilities (i.e. water, sewer, natural gas and irrigation) and other Herrera Family agrees to tie into all Town utilities at the time of development. Extension of utilities will be paid for by the Herrera Family including the payment of all Plant Investment Fees and other utility related charges.

The parties specifically agree that the Town shall not have any obligation to install or upgrade any utilities and the Town shall not be required to incur any expenses of any kind to provide utility services to the subject property.

6. **Water Rights.** The Herrera Family shall notify the Town of future plans to abandoned the existing water well right and transfer the subject water rights to the Town if so desired. The cost to transfer the water rights will be the covered by the Town in the event there are charges.
7. **Access.** The access to this property is from CR 320 Road/Romero Avenue. The Herrera Family will coordinate and complete all access improvements at their cost and in accordance with Town standards.
8. **Processing Fees.** The Town has waived the annexation fees however the Herrera Family shall pay all fees required by the Town for future development, including, but not limited to, fees for land use applications, subdivisions, building and excavation permits.
9. **Effective Date.** This Agreement shall be effective upon the attesting date from the Town Clerk which was preceded by the review and approval by the Town and Herrera Family respectively.
10. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Legal actions necessary due to failure to act in accordance with this Agreement sought by either the Town or Herrera Family shall be processed in the appropriate County or District court.
11. **Attorney's Fees.** The prevailing party in any litigation arising from this Agreement shall be entitled to recover all costs of that action, including but not limited to reasonable attorney's fees.
12. **Covenant.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the parties hereto.
13. **Recordation.** The Town shall record a copy of this Agreement with the Clerk and Recorder of La Plata County within 10 days following its execution by both parties.
14. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the property.
15. **Severability.** If any provisions, conditions, or covenants of this Agreement, or the

application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.
17. **No Third-Party Beneficiaries.** The only parties to this Agreement are the Town and Herrera Family and their successors-in-interest. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.
18. **Entire Agreement.** This Agreement sets forth and contains the entire understanding and agreement of the parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.
19. **Legal Advice; Neutral Interpretation; and Headings.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.
25. **Discretion to Encumber.** This Agreement shall not prevent or limit the Herrera Family in any manner, at its sole discretion, from encumbering the property or any portion of the property or any improvement on the property, any mortgage, deed of trust or other security device securing financing with respect to the property or its improvements.
26. **Notice.** Any notice required by this Agreement shall be effective if sent via Certified U.S. Mail, postage prepaid, addressed as follows (unless changed by written notice by one party to the other):

Town of Ignacio:
Herrera Family:

P.O. Box 459, Ignacio, CO. 81137
P.O. Box 1424, Ignacio, CO. 81137

