

ORDINANCE NO. 339

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

WHEREAS, the Town received all pertinent information from the Walkers for the annexation of their property located along County Road (CR) 320A/B; and

WHEREAS, the Town reviewed all information and determined the property and submittals meets all annexation requirements including the La Plata County Impact Report Waiver; and

WHEREAS, the Town approved Resolution 05-2019 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 Walker Annexation Plat details the subject property that is hereby annexed into the Town of Ignacio.
2. The attached Exhibit B titled Walker Annexation Agreement is approved as a condition of this annexation.

PASSED, APPROVED AND ORDERED PUBLISHED this 19th day of August, 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 19th day of August, 2019, by and between the Glen A. and Barbara J. Walker, (hereinafter referred to as the “Walkers”) and the Town of Ignacio, Colorado, (hereinafter referred to as the “Town”).

The parties hereto acknowledge and agree as follows:

- 1. Owner.** The Walkers own the real properties which are described as Tracts A and B, attached hereto and incorporated herein by this reference. Tract A consists of 1.482 acres and Tract B consists of 9.615 acres, and both tracts are contiguous with the Town corporate boundaries. Tract A has frontage along County Road (CR) 320A and Tract B has frontage on both CR 320 A and CR 320B.
- 2. Annexation, Zoning and Subdivision.** The Walkers have submitted an application to annex the above described property into the Town, and the Town has agreed to the annexation pursuant to the terms and conditions contained herein. The proposed annexation meets statutory conditions regarding contiguity and Exhibit A illustrates the proposed annexation and adjoining properties. The Walkers have requested a residential (R-1) zoning designations for Tract A and 1.612 acres of Tract B, and an agricultural (A) zoning designation for the 7.898 acres of Tract B. The manufactured home situated on Tract B is considered a non-conforming use under the R-1 zoning designation and is hereby granted a one-year allowance effective from the date this agreement is signed by all parties.

The Walkers have also submitted the necessary applications and information for two (2) Minor Subdivisions of Tracts A and B. These subdivision applications are being processed concurrently with this annexation. Tract A is the proposed draft Walker Second Addition Subdivision plat which illustrates the creation of two (2) lots, and hereby becomes Exhibit B by reference. Tract B is the proposed draft Walker First Addition Subdivision plat and illustrates the creation of five (5) lots and one small tract (Tract A) of land that is part of CR 320A, and hereby becomes Exhibit C by reference. These subdivisions are being reviewed by the Ignacio Planning Commission and Town Board of Trustees concurrently with this annexation.

- 3. Annexation Conditions.** The parties agree that the annexation, zoning, subdivision, and future development 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. Upon approval of this annexation and annexation agreement, the agricultural zoning designations for the portion of Tract B (7.898 acres or Lots 1-2, Walker First Addition Subdivision) will remain in effect until there is any development of this future lot. All future phases of development shall be reviewed and approved under the terms and conditions contained in the Town’s Land Use Code, then in effect.

5. **Land Use Designation.** The Walkers hereby consents and the Town hereby agrees to zone the properties as follows:

Exhibit A:

Tract A comprises approximately 1.482 total acres and shall be zoned Single Family Residential District, R-1.

Tract B comprises approximately 9.615 acres and shall be zoned Agricultural District, A, for the westerly portion totaling approximately 7.898 acres, and Single Family Residential District, R-1, for an easterly portion totaling approximately 1.612 acres. The small rectangular portion of property located on the southeast corner totaling .104 acres shall be subdivided and dedicated to the Town.

6. **Installation of Utilities.** Certain Walker properties are currently served by various Town utilities (i.e. water, sewer and natural gas) and other Walker properties are not served by Town utilities but can be extended to the property directly. Development of Walker property not served by Town utilities will require the extension of Town utilities and payment of associated plant investment and tap fees. Town development and construction standards will provide the guidance and direction for the extension and connectivity of utilities. The Walkers agree to support the extension of utilities and will provide easements where necessary on Walker property for utility extension purposes.

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 properties or to any individual home, mobile home or other improvement located within the properties.

7. **Water Rights.** The Walkers shall be required at the time of any future development of the property, or future change in the use of property, to dedicate irrigation water rights to the Town. The Town may waive the dedication of irrigation water rights if it is deemed by the Town Board that the subject water rights cannot be put to beneficial use by the development or Town.

8. **Access.** Below are details for access to District property:

Tract A: Direct access to this Tract is from County Road 320A.

Tract B: Direct access to this Tract is from both County Roads 320A and B.

9. **Processing Fees.** The Town has waived the Annexation fees however the Walkers shall pay all fees required by the Town for future development, including, but not limited to, fees for land use applications, subdivisions, building permits and project permits which are necessary to accomplish the intent and purpose of this Agreement.

10. **Impact Fees.** The Town has established certain uniform development impact fees that directly address the effect of development intended to occur within the corporate boundaries. Currently, the Town is waiving Impact Fees and anticipates ending this fee entirely. However, in the event Impact Fees are not abolished, the Walkers will be required to pay appropriate fees when development occurs on the subject property.
11. **Annexation Plan.** The Walkers have not completed an Annexation Plan for the subject property and instead focused on the Minor Subdivision Plans proposed for Tracts A and B. The subdivision plans are being processed concurrently and will address proposed development plans, and reviews and approvals will be processed and in accordance with the Town's Land Use Code.
14. **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 Walkers respectively.
15. **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 Walkers shall be processed in the appropriate County or District court.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. **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.
22. **No Third-Party Beneficiaries.** The only parties to this Agreement are the Town and the Walkers 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.
23. **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.
24. **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 Walkers 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:	P.O. Box 459, Ignacio, CO. 81137
Glen A. and Barbara J. Walker:	P.O. Box 777, Ignacio, CO. 81137

