

ANNEXATION AGREEMENT

This **ANNEXATION AGREEMENT** ("Agreement"), is made and entered into this 28th day of June, 2022 by and between **THE CITY OF ALAMOSA**, a Colorado Municipal Corporation, ("City") and **COMMUNITY RESOURCES AND HOUSING DEVELOPMENT CORPORATION**, a Colorado nonprofit corporation ("Owner").

WHEREAS, Owner is the owner of the real property described in Exhibit "A" ("Property"); and

WHEREAS, Owner proposes the annexation of the Property to the City; and

WHEREAS, The City has determined it to be in the best interest of the public health, safety, and welfare of its citizens to impose certain terms and conditions on the Owner in conjunction with the annexation of the Property to the City; and

WHEREAS, Owner and City have come to an agreement as reflected in this Agreement, with respect to the terms and conditions of the annexation of the Property to the City, all as more fully set forth hereafter.

NOW, THEREFORE, in consideration of the recitals, promises, and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. **Definitions:** As used in this Agreement, unless the context clearly requires otherwise:

"Owner", shall mean **COMMUNITY RESOURCES AND HOUSING DEVELOPMENT CORPORATION**, its successors and assigns, and all other subsequent owners of the Property.

"PIF" shall mean the current City Plant Investment Fee as provided for by the ordinances or regulations of the City at the time such charges are due and payable to the City as provided in Paragraphs 7 & 8 of this Agreement.

"Property" shall mean that certain real property described on the attached Exhibit "A" and depicted in the vicinity map show on the attached Exhibit "B".

2. **DEVELOPMENT.**

Upon the annexation to the City, development of the Property shall conform in all respects with all applicable City ordinances, rules, regulations, and construction standards.

3. **PROPOSED USE OF THE PROPERTY.**

- 3.1 **Land Use District Designation.** In the event of approval of the Petition for Annexation, upon annexation the Property shall be placed in the Residential High zoning district, but only if after receiving testimony at a public hearing the City Council determines that such zoning classification is justified as the most appropriate zoning classification for the

Property.

- 3.2 **General Plan of Development.** The City and Owner agree that the Property is presently vacant, and that any current and future development will be in accordance with applicable City ordinances. Final site density, plan, and product types to be submitted by applicant for final approval by the City at a future date. A general development plan for the Property is shown within Exhibit "C".
- 3.3 **Annexation not Contingent.** Owner understands and acknowledges that the annexation of the Property is not contingent upon approval by the City of any particular plan of development of the Property, nor specific zoning classification and development plan, or zoning as may hereafter be approved by City. Owner assumes all risks of obtaining required subdivision and development permits for the Property in accordance with applicable City ordinances, rules, regulations, and construction standards.

4. UTILITY SERVICE AND PUBLIC IMPROVEMENTS.

- 4.1 **Extensions of Utility Services and Public Improvements.** Except as specifically set forth otherwise in Exhibit C, Owner shall pay all costs for design and construction of all public improvements and utility services necessary to serve the Property, including but not limited to, roads, curbs, gutters, sanitary and drainage sewers, water, street lights, electricity, telephone, gas, and cable television service all in accordance with applicable City or public utility company standards and specifications. Owner specifically agrees to construct or cause to be constructed those extensions and improvements described in Exhibit "D". Owner shall dedicate to the City and applicable public utility companies without charge, free and clear of all liens and encumbrances, those easements and rights of way necessary for installation and maintenance of said utility lines and other public improvements including public streets and trails, and in addition shall convey the public improvements to the appropriate entity upon completion and acceptance of the improvements (Exhibit "E"). Evidence of the status of title ownership shall be provided by Owner insuring title in City, by an ALTA insurer acceptable to City, in an amount designated by the Public Works Director, which amount shall be reasonably calculated to cover the actual value to City after the improvements are completed. Such insurance shall be preceded by a title insurance commitment adequate to establish that the Owner can perform this provision.

5. **PUBLIC DEDICATIONS.** In addition to those dedications required in Paragraph 4 of this Agreement, Owner further agrees to dedicate to the City without charge and free and clear of any liens and encumbrances that certain real property which is described in Exhibit "E". Such dedicated property shall be insured in City, at the expense of Owner, in the manner and amount as is provided in the preceding paragraph regarding Utility Services and Public Improvements.
6. **WATER AND DITCH RIGHTS.** Owner shall pay cash in-lieu of water rights upon annexation and prior to being connected to City water service in accordance with the attached Exhibit "F" for all development currently existing, and prior to connection of any future development at such rate as is applicable at the time of application for such future development (currently \$1,900 per acre foot of water demand).

7. WATER CHARGES.

- 7.1 **Payment of PIF's.** Prior to making connections to the City water utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the property being connected is not owned by the present Owner at the time of the connection, the PIF shall be paid by the then-current owner.
- 7.2 **Water Rates.** Water users on the Property shall pay the then-current rates for water service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Water users on the property are subject to all rules, regulations and ordinances pertaining to the City's water system, including all future amendments.

8. SEWER CHARGES

- 8.1 **Payment of PIF's.** Prior to making connections to the City sewer utility system, Owner shall pay to the City the PIF for the portion of the Property which is being connected. If the portion of the Property being connected is not owned by the present Owner at the time of the connection, the PIF shall be paid by the then-current owner.
- 8.2 **Sewer Rates.** Sewer users on the Property shall pay the then-current rates for sewer service paid by in-City users, subject to all decreases or increases in fees adopted in accordance with City ordinances and regulations. Sewer system users on the property are subject to all rules, regulations and ordinances pertaining to the City's sewer system, including all future amendments.

9. [Reserved]

10. MISCELLANEOUS.

- 10.1 **Effective Date.** This Agreement is contingent upon the City approval of the annexation and shall become effective as of the effective date of Ordinance No. 14-2022, adopted by the City Council of the City of Alamosa pursuant to the pending Petition for Annexation of the property, and in accordance with the Municipal Annexation Act of 1965 (Section 31-12-101, et seq., C.R.S.) officially annexing the Property to the City of Alamosa.
- 10.2 **Parties' Authority.** The City and Owner represent that each has the authority to enter into this Agreement according to applicable Colorado law and the City's Home Rule Charter and ordinances, and each represents that the terms and conditions hereof are not in violation of any agreement previously entered into by them. This Agreement shall not become effective until resolution or other necessary authorizations for the execution of the Agreement are effective.
- 10.3 **Recording.** This Agreement may be recorded in the Alamosa County Clerk and Recorder's Office in order to put prospective purchasers or other interested parties on notice as to the terms and conditions contained herein and liens and encumbrances hereby created.

- 10.4 **Entire Agreement.** This Agreement and the exhibits hereto represent the entire understanding between the parties, and no other agreement concerning this Property, oral or written, made prior to the date of this Agreement, which conflicts with the terms of this Agreement, shall be valid as between the parties.
- 10.5 **Disconnection.** In the event of disconnection of the Property for any reason, the City's infrastructure and service obligations shall be void and of no further force and effect, but all dedications and conveyances to the City made hereunder shall continue in full force and effect unless vacated in the manner provided by law.
- 10.6 **Modification.** This Agreement shall not be modified except in writing executed by all parties hereto.
- 10.7 **Damages and Additional Remedies.** If at any time any provision hereof has been breached by the Owner, the City may, in addition to other remedies, withhold approval of any or all building or other permits applied for by the Owner on its Property, or withhold issuance of certificates of occupancy until the breach or breaches has or have been cured. Except as otherwise specifically provided for herein, neither party shall be entitled to claim or receive any form of monetary damages, including but not limited to remedial, compensatory, punitive or consequential damages, including economic damages and lost profits.
- 10.8 **Binding Effect.** The agreements and covenants as set forth herein shall be binding upon the City and the Owner, their heirs, successors, and assigns, and all persons who may hereafter acquire an interest in the Property, or any part hereof.
- 10.9 **Joint and Several Liability.** If there are two or more Owners, the responsibility of the Owners shall be joint and several.
- 10.10 **Severability.** In case one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; provided, however, that if such invalid provision deprives either party of a material benefit to be derived from this prospective annexation, the parties acknowledge that such shall constitute irreparable injury, and entitle such party to relief in equity in the event a satisfactory modification of this agreement cannot be reached by the parties.
- 10.11 **Incorporation of Exhibits.** Exhibits "A" through "F" inclusive, which are attached hereto, are incorporated herein by reference.
- 10.12 **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If City: Public Works Director
P.O. Box 419
Alamosa, CO 81101

With A Copy
(Which Shall Not Constitute Notice)

To: City Manager
PO Box 419
Alamosa, CO 81101

If to Owner: Community Resources and Housing
Development Corporation
7305 Lowell Blvd, Suite #200
Westminster, CO 80030

With a Copy
(Which Shall Not Constitute Notice)

To: Law Office of Mark Berry
1 Wren
Littleton, CO 80127

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given on the 3rd day following mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process.

- 10.13 **Waiver.** The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by either party waiving such rights.
- 10.14 **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.
- 10.15 **Counterparts.** This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall together constitute one agreement binding on all parties hereto.
- 10.16 **Terminology.** Wherever applicable, the pronouns in this Agreement designating a particular gender shall apply equally to all genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

City of Alamosa, a Colorado
Municipal Corporation

ATTEST:

City Clerk

Mayor

Owner:

Community Resources and Housing
Development Corporation,
a Colorado nonprofit corporation

By: 

Arturo Alvarado, Executive Director

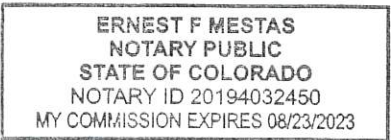
STATE OF COLORADO_)
)SS
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 26 day of May 2022, by
INSERT NAME.

WITNESS my hand and official seal.

My commission expires: 8.23.2023


Notary Public



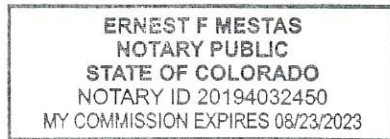
STATE OF COLORADO_)
)SS
COUNTY OF Adams

The foregoing instrument was acknowledged before me this 26 day of May 2022, by Arturo Alvarado, Executive Director of Community Resources and Housing Development Corporation.

WITNESS my hand and official seal.

My commission expires: 8.23.2023

Ernest F Mestas
Notary Public



Annexation Agreement

EXHIBIT "A"

A tract of land located in the East Half (E½) of Section 8, Township 37 North, Range 10 East, New Mexico Principal Meridian, Alamosa County, Colorado, more particularly described as follows: Beginning at the Center Quarter Corner of Section 8 as monumented by a No. 6 rebar with an attached 3¼" Aluminum Cap set by PLS No. 26966, thence N 00°30'39" W along the north south center line of Section 8 a distance of 75.00 feet to the Southwest corner of the Sierra Vista Addition to the City of Alamosa as per the plat recorded under Reception No. 312877 in the records of the Alamosa County Clerk and Recorder, thence N 89°49'53" E along the south line of said Addition a distance of 2619.85 feet to the Southeast corner of said Addition; thence S 00°09'38" E a distance of 75.00 feet to the East Quarter Corner of said Section 8 as monumented by a No. 6 rebar with an attached 3¼" Aluminum cap set by PLS No. 22583 at the position originally established by PLS No. 5442; thence S 00°24'01" E along the east line of Section 8 a distance of 640.13 feet; thence S 89°46'53" W a distance of 2617.61 feet to a point on the north south centerline of Section 8 and the southwest corner of this described tract, thence N 00°33'12" W along said north south centerline a distance of 640.13 feet to the Center Quarter Corner and the True Point of Beginning, containing 42.99 acres, more or less.

This tract is subject to any and all existing easements of whatsoever nature, including but not limited to a 75 foot wide easement granted to Public Service Company of Colorado as shown in the deeds recorded in Book 177 at Page 384 and in Book 178 at Page 46 near the north and east boundaries, an easement for the existing 80 foot wide Craft Drive extension and an easement for the existing 80 foot wide County Road 108 South.

EXHIBIT "B"

VICINITY MAP

A vicinity map is attached, illustrating the boundary and surrounding area of the property, the zoning for such property, and utility connectivity is shown. The anticipated annexation, if approved, encompasses the area demonstrated in said vicinity map.

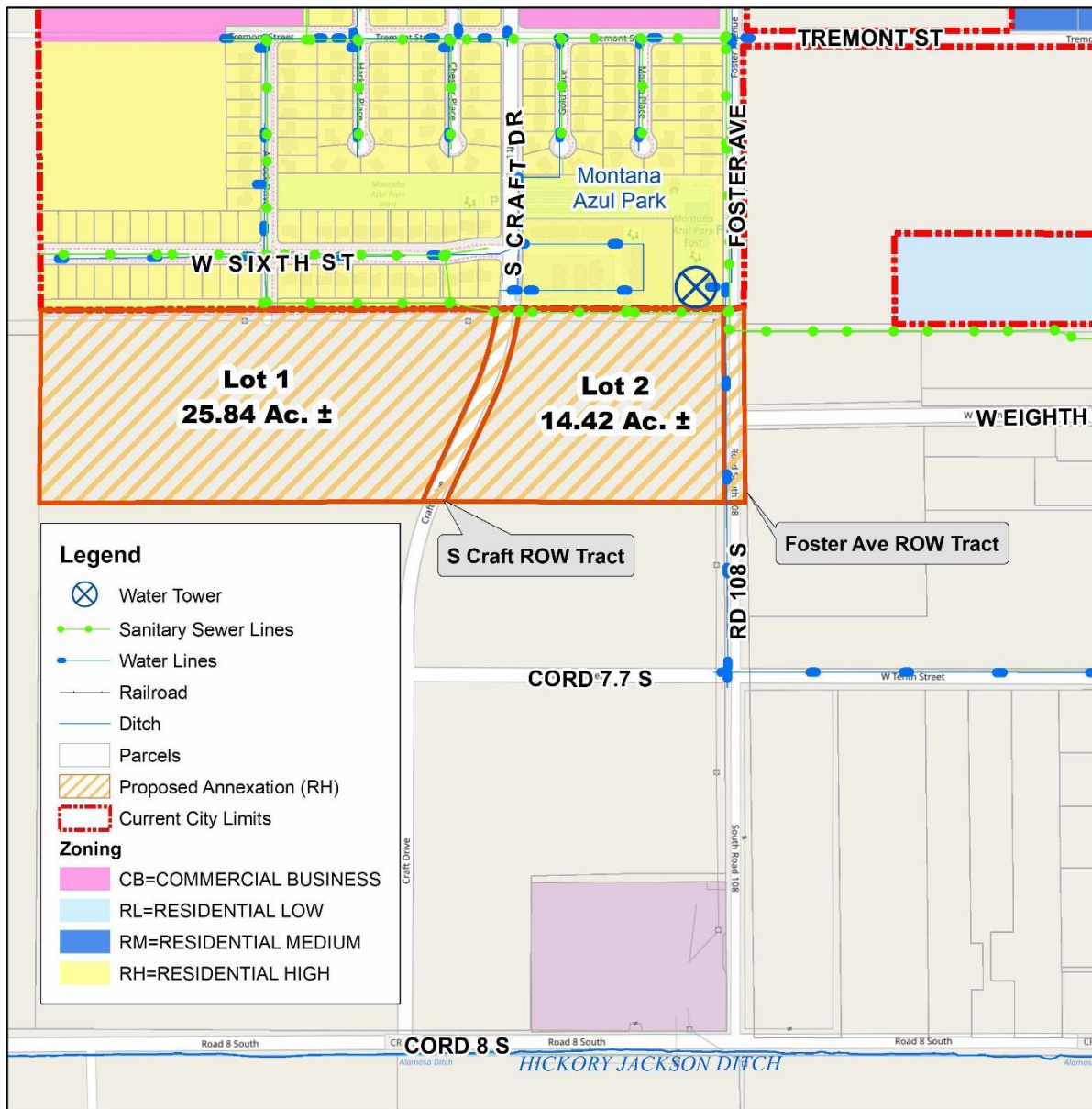


EXHIBIT "C"

GENERAL PLAN OF DEVELOPMENT

A general plan of development illustrating the uses to which the Property will be put and a general outline of transportation connectivity is shown.



EXHIBIT “D”

Public Improvements

No public improvements are required with the annexation.

EXHIBIT “E”

Public Dedications

Public dedications such as any parks, trails, open space, utility easements, as shown on the annexation plat.

- A tract of land totaling 1.42 Ac.± corresponding to the South Craft Drive Right-of-Way
 - A tract of land totaling 1.42 Ac.± corresponding to the Foster Avenue (aka South County Road 108) Right-of-Way
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EXHIBIT "F"

Ditch and Water Rights Dedication

Owner shall pay cash-in-lieu of water rights in the amount of \$1,900 per acre foot multiplied by the amount of water deemed necessary for the development. The amount of such estimated water demand has been determined by applying the assumptions delineated below to existing development on the subject property. In the event the use of the annexed property is increased in the future, such as by additional cash-in-lieu payments shall be required, and shall be based upon both the additional uses, and the then-current cash-in-lieu rates applicable to annexations generally.

Residential water usage for homes, apartments and town homes shall be eighty-five (85) gallons per capita per day.

Based on accepted averages, three (3) people shall be considered to reside in each single family residence and two and one-half (2.5) people shall be considered to reside in each apartment, duplex and town home, and occupancy of all categories of residential property shall be considered as three hundred sixty-five (365) days per year.

Consumptive use of water for residential units and each commercial use is seven percent (7%) of the above rates of use.

Consumptive use rate for lawn grass is 2.4 acre feet per acre per year. At the time a subdivision plat is considered for the purposes hereof, City and the platting party shall agree upon a reasonable estimate of the area or areas to be irrigated as a result of development in accordance with said plat.

Proposed development:

Unit Type	Unit Count	Residents per Unit	Total Residents	Total Usage (gpd)
Single Family Homes	50	3	150	12,750
Duplex Units	84	2.5	210	17,850
Townhomes	48	2.5	120	10,200
Apartments	163	2.5	407.5	34,637.5
<i>Total Gallons per Day</i>				<i>75,437.5</i>
<i>Consumptive Use</i>				<i>7%</i>
<i>Consumptive Use per Day (gallons)</i>				<i>5,280.625</i>
<i>Consumptive Use per Year (gallons)</i>				<i>1,927,428.125</i>
<i>Consumptive Use per Year (acre feet)</i>				<i>5.915</i>
<i>Total Cash-in-Lieu of Water Rights</i>				<i>\$ 11,238.50</i>