



TOWN OF FIRESTONE

Board of Trustees Regular Meeting Agenda

October 25, 2023
6:30 PM

9900 Park Avenue
Firestone, CO 80504

Mayor Drew Peterson

Mayor Pro Tem Frank A. Jimenez

Trustees: Don Conyac, Sean Doherty, Matt Holcomb, Doug Sharp and David Whelan

Board of Trustee Regular Meetings can be viewed live online at www.firestoneco.gov/Agendas

PRE-MEETING WORK SESSION 6:00 PM IN THE RICHARD E. HART TRAINING ROOM

THE AGENDA FOR THE PRE-MEETING WORK SESSION IS A DISCUSSION OF THE FOLLOWING REGULAR MEETING AGENDA

REGULAR MEETING 6:30 PM IN THE MUNICIPAL COURT AND BOARD ROOM

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)
5. **Consent Agenda**
 - a. Approval of October 11, 2023 BOT Regular Meeting Minutes
 - b. **Resolution 23-107** - A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.
 - c. **Resolution 23-108** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT.

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- d. **Resolution 23-110:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 2 SUBDIVISION
- e. Cancellation of the November 22, 2023, and December 27, 2023, Board of Trustees Meeting

6. Land Development

- a. **PUBLIC HEARING: Resolution 23-113:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO
- b. **PUBLIC HEARING: Ordinance 1034:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CR 9.5 ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO
- c. **PUBLIC HEARING: Resolution 23-114:** A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO
- d. **PUBLIC HEARING: Ordinance 1035:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CDOT MOBILITY HUB ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT
- e. **PUBLIC HEARING: Ordinance 1036:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC (REGIONAL COMMERCIAL) ZONING DISTRICT

7. Discussion/Action

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

- a. **Resolution 23-96**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE AND VIRGINIA RUGE
- b. **Resolution 23-109** - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, COMMITMENT TO INCREASE THE SUPPLY OF AFFORDABLE HOUSING UNITS IN THE TOWN OF FIRESTONE AS SET FORTH IN PROPOSITION 123.
- c. **Resolution 23-115**: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT.
- d. Final Review of the 2024 Proposed Budget

8. **Public Comment** *(maximum time permitted for all Public Comment is 30 minutes)

9. **Reports**

- a. Staff
 - 9.a.i. September Financial Report
- b. Mayor
- c. Trustees

10. **Adjournment**

* Individuals that desire to address the Board of Trustees are requested to sign up at the table at the entrance to the meeting room. Individuals are allotted 3 minutes of Public Comment during the entirety of the meeting. Maximum time permitted for all Public Comment during a meeting is 30 minutes.

If you need special assistance in order to participate in a Board of Trustees meeting, please contact the Town Clerk's Office at 303-531-6264 in advance of the meeting to make arrangements. A forty-eight-hour notice is requested.

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.a

Consent Agenda

Meeting Date: October 25, 2023

Initiated By:

Dept: Town Clerk

AGENDA TITLE

Approval of October 11, 2023 BOT Regular Meeting Minutes

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

1. 10-11-2023 Board of Trustees Meeting Meeting Minutes

TOWN OF FIRESTONE, COLORADO
Board of Trustees Regular Meeting
MINUTES
October 11, 2023

1. Call to Order & Roll Call

The of the Town of Firestone met for a Regular Meeting on October 11, 2023, at the Police Department & Municipal Court building, 9900 Park Avenue, Firestone, Colorado. Mayor Peterson called the meeting to order at 06:30 PM

The following were present upon the call of the roll:

Mayor: Drew Peterson
Mayor Pro-tem: Frank A. Jimenez
Trustees: Don Conyac
David Whelan
Matt Holcomb
Sean Doherty, **Excused**
Doug Sharp

Staff: **Present:** Jan Sloat, Director of Human Resources; Matt Wiederspahn, Town Engineer; Paula Mehle, Director of FURA & Economic Development; Raelynn Ferrera, Assistant to the Town Manager; Katie Hansen, Director of Marketing & Communications; Ivy Pitts, Administrative Operations Coordinator; Jessica Clanton, Director of Finance; Julie Pasillas, Director of Public Works; Pam Howard, Acting Director of Planning & Development; David Angelo, Chief of Police; Kristi K. Bashor, Town Clerk; Missy Carranco, Deputy Town Clerk; AJ Krieger, Town Manager; & Keith Martin, Town Attorney

2. Pledge of Allegiance

Mayor Peterson led the pledge of allegiance.

3. Approval of Agenda

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Sharp, to approve the Agenda. All in Favor, **Motion carried.**

4. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

No public comment

5. Consent Agenda

Motion by Trustee Sharp, **second** by Trustee Whelan, to approve the Consent Agenda All in Favor, **Motion carried.**

a. Approval of September 27, 2023 BOT Regular Meeting Minutes

6. Proclamation

7. Presentation

a. Property Room Audit Report

Commander Brian Scott, 2023 Audit and Inventory of the Evidence room. Previous Evidence Tech Mr. Dewit Retired and a new Custodian, Denise Mathews joined the Firestone Police Department. Douglas Swartz, retired law enforcement Officer, conducted the audit.

Lost and found evidence is now found on the Firestone PD website here:

<https://www.firestoneco.gov/807/Property-Evidence>

b. STAR Award Presentation

Presented by Human Resources Director, Jan Sloat.

Friends of Firestone Day of Service success brought together by Jon Fram and Ivy Pitts. Jon and Ivy were both recognized and awarded the Town of Firestone STAR (Special Thanks and Recognition) Award, for demonstrating exceptional service and exceeding expectations in their performance.

8. Land Development

9. Discussion/Action

- a. **Ordinance 1030:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 828, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (CAMBRIA CROSSING ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND 610 SOUTH MAIN, LLC

Presented by Economic Development Director, Paula Mehle. Repealing of Ordinance 828 by approving Ordinance 1030.

Motion by Trustee Conyac, **second** by Mayor Pro Tem Jimenez, to Approve **Ordinance 1030:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY ORDINANCE 828, AND THEREBY ACKNOWLEDGING TERMINATION OF THE IMPROVEMENTS REIMBURSEMENT AGREEMENT (CAMBRIA CROSSING ANNEXATION) BETWEEN THE TOWN OF FIRESTONE AND 610 SOUTH MAIN, LLC

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- b. **Ordinance 1031:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.220 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE CAMBRIA CROSSING ANNEXATION PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Whelan, to Approve **Ordinance 1031:** AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, OF THE TOWN OF FIRESTONE, COLORADO, REPEALING IN ITS ENTIRETY SECTION 3.08.220 OF THE FIRESTONE MUNICIPAL CODE REGARDING THE CAMBRIA CROSSING ANNEXATION PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

- c. **Resolution 23-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

Presented by Nate Haasis, Senior Civil Engineer. Introducing an agreement with Bohannan Huston, Inc. (BHI) to design the I-25 Front Road and Firestone Boulevard Intersection Improvement Project.

Motion by Trustee Conyac, **second** by Trustee Whelan, to Approve **Resolution 23-106:** A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND BOHANNAN HUSTON, INC. FOR CERTAIN PRE-CONSTRUCTION SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE I-25 FRONTAGE AND FIRESTONE BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

d. Discussion of Municipal Judge Agreement

Town Manager, AJ Kreiger, spoke about the current contract with our Municipal Judge Stephen A. Jones.

10. Public Comment *(maximum time permitted for all Public Comment is 30 minutes)

No public comment

11. Reports

a. Staff

Planning Commisioner Vacancy, staff would like the Board and the Mayor to evaluate applications and appoint the next Commissioner.

b. Mayor

Mayor Peterson spoke of his appreciation of the Engineering Deptment for the update on the I25 and Firestone Blvd Interchange.

c. Trustees

Trustee Sharp wanted to say thank you to Trustee Whelan for pulling together the October 28, 2023 Work Session to go over the Parks, Trails, Recreation and Open Space Applicants. Broadband meetings are continuing so that he can bring ideas back to the Board and residents.

AJ Kreiger asked for clarification on the request for a Special Work Session for the 28th of October to review applicants for the new Parks and Recreation Board. The board responded that they were envisioning a morning in the court room to present to the applicants and ask questions.

It was decided that this would be set up and posted as a Work Session for an Applicant Meet and Greet on October 28th at 9:00 AM. Appointment would be made at the next Regular Board of Trustees Meeting, November 8, 2023.

12. Executive Session

- a.** An Executive Session pursuant to C.R.S. 24-6-402(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and C.R.S. 24-6-402 (4)(b) for a conference with the town attorney for the purposes of receiving legal advice on specific legal questions, all of which concern the Town's agreement with Integrated Water Services Inc. for construction of the St Vrain Water Treatment Plant.

Motion by Mayor Pro Tem Jimenez, **second** by Trustee Conyac, to Go into Executive Session pursuant to C.R.S. 24-6-402(e)(I) for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators and C.R.S. 24-6-402 (4)(b) for a conference with the town attorney for the purposes of receiving

legal advice on specific legal questions, all of which concern the Town's agreement with Integrated Water Services Inc. for construction of the St Vrain Water Treatment Plant.

Roll Call Vote:

Yes: Trustee Conyac, Trustee Whelan, Mayor Pro Tem Jimenez, Trustee Sharp, Trustee Holcomb

No: None

Abstain: None

Motion carried

13. Adjournment

The Board adjourned into Executive Session at 7:49 PM

The Board adjourned the meeting at 9:05 PM

Introduced and Approved the 25th of October, 2023

TOWN OF FIRESTONE, COLORADO

ATTEST

Drew A. Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.b

Consent Agenda

Meeting Date: October 25, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Resolution 23-107 - A RESOLUTION OF THE BOARD OF TRUSTEES AND THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND FIRESTONE CHARTER ACADEMY.

RECOMMENDATION

Staff recommends approval of Resolution 23-107.

SUMMARY

The approval of this Resolution will continue this School Resource Officer (SRO) program, whereby the Firestone Police Department will continue to provide one full-time police officer to serve as an SRO at the Firestone Charter Academy during the 2023-2024 school year. The Firestone Police Department has provided an SRO to the Firestone Charter Academy for four years.

FINANCIAL CONSIDERATIONS

This Agreement updates the salary and benefit costs of the assigned School Resource Officer for the 2023-2024 school year. The Firestone Charter Academy agrees to pay \$48,394.83 to the Town, which amount is equal to one-half of SRO's annual salary and benefits prorated for a nine (9) month school period.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees previously approved Resolution 22-120 on November 9, 2022, approving the Agreement between the Town and Firestone Charter Academy to provide one School Resource Officer during the 2022-2023 school year.

ATTACHMENTS

1. Firestone Charter Academy SRO 2023-2024 RESOLUTION 23-107
2. IGA Firestone SRO Contract 23-24

RESOLUTION NO. 23-107

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO, APPROVING AN AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND THE FIRESTONE CHARTER
ACADEMY REGARDING A SCHOOL RESOURCE OFFICER
PROGRAM**

WHEREAS, the Town of Firestone ("Town") and the community including the Firestone Charter Academy ("Academy") are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and schools; and

WHEREAS, the problems of delinquency, alcohol, substance abuse, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, to address these concerns the Town and the Academy have established a School Resource Officer Program which provides a school-based approach to establish a positive relationship between students and law enforcement and the prevention of delinquency, alcohol and substance abuse, and other issues by the community's youth; and

WHEREAS, the Parties desire to enter into a School Resource Officer Program Agreement for the 2023-2024 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THAT:

The Agreement between the Town of Firestone and Firestone Charter Academy for a School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____ day of October 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor, CMC Town Clerk

William P. Hayashi, Town Attorney

**AGREEMENT BETWEEN
THE TOWN OF FIRESTONE AND
FIRESTONE CHARTER ACADEMY
FOR A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (Agreement) is made by and between the TOWN OF FIRESTONE (Town) and FIRESTONE CHARTER ACADEMY (School).

WHEREAS, the Town the School, and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and the schools; and

WHEREAS, the problems of delinquency, alcohol and substance abuse, gang involvement, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, the Town and the School have jointly developed a school resource officer program to provide a school-based approach to the development of a positive relationship between students and the police and the prevention of delinquency, alcohol and substance abuse, and gang involvement by our community's young people; and

WHEREAS, such programs are recognized as being effective in the development of a positive relationship between law enforcement, faculty, and young people and in the prevention of delinquency;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

**I.
SCOPE OF SERVICES**

- A. The Town shall provide a School Resource Officer ("SRO") who shall be assigned to work with the administration, faculty, and students of the School, and may perform functions including, but not limited to, the following:
1. Assist in the prevention and control of crime, delinquency, truancy, and disorder on the campuses and in the immediate area of the schools if students are involved.
 2. Conduct or assist in the investigation of offenses on campus.
 3. Provide presentations and available educational resources in the following areas: alcohol and substance abuse, law-related education, criminal justice system orientation, delinquency prevention, gang involvement and awareness, and community responsibility, for students, parents, and other groups associated with the schools.
 4. As requested by Schools' staff, provide instructional resources for classroom presentations, as time permits.

5. Enforce state statutes and municipal codes as appropriate.
6. Appear in court and assist in prosecution and other judicial processes as appropriate.
7. Assist in the coordination of efforts of other enforcement agencies on the School's campuses.
8. Provide visible presence on the School's campuses.
9. Assist campus monitors with appropriate monitoring and enforcement in the parking lots and other School grounds.
10. Attend School-related functions during normal classroom hours. The SRO may be asked to adjust their hours from time to time to attend social events such as school dances and sporting events, etc. This type of adjustment is generally reserved for the Middle School. Such service will not replace security and off-duty work already in place.
11. Contribute to the positive police-school-community relation efforts, especially as these efforts relate to students and parents.
12. Provide a monthly report of activities to the School Security Director.

II. PROGRAM ADMINISTRATION

- A. **Employment.** The SRO shall be a regular employee and certified peace officer of the Town. The SRO will be subject to the ordinances, policies, procedures, rules, regulations, directives, and orders of the Town. The SRO also will comply with the policies and regulations of the School, to the extent that such policies and regulations are not in conflict with those of the Town; are not in conflict with other terms contained herein or with direction of the Town; and are not in conflict with federal, state or Town laws.
- B. **Salary and Benefits.** The SRO will receive salary and benefits and regulation issued equipment and supplies from the Town. The School Resource Officer Program at FCA is funded by the Town and the School. The School agrees to pay **\$48,394.83** to the Town, which such amount is equal to one-half of the SRO's annual salary prorated for a nine (9) month school period and which such amount is payable not more than 30 days after this Agreement has been executed.
- C. **Schedule.** The SRO will work a schedule that is established pursuant to and consistent with Town's policies and procedures, and subject to the Fair Labor Standards Act. Except as otherwise provided in this Agreement, during times when the School is in session, the SRO unless otherwise excused will be on site for the entire School calendar day. In the event of an emergency, as determined solely by the Town, the SRO may be required to leave the School.
- D. **Supervision.** The SRO's supervisor will be responsible for maintaining contact with the School's principal, administration, and management staff. The SRO will work closely with School administrators and faculty to determine the most effective use of the SRO's

time and expertise, but shall not be subject to the supervision or direction by the School, its officers, agents, or employees.

- E. **Performance Appraisal.** The SRO's supervisor will accept input from the Schools' principal or their designees regarding the SRO's performance.
- F. **Vehicle; Facilities.** As necessary to the duties of the position, and subject to availability, the SRO will be provided on-duty use of a Town vehicle. The School shall provide the SRO with access to office facilities at the School appropriate to the conduct of their on-site duties.
- G. **Liability Coverage.** The Town and the School shall exchange evidence of insurance showing general liability coverage for the School and general liability and law enforcement liability coverages for the Town in at least the minimum amounts of the per occurrence and aggregate liability limits of the Colorado Governmental Immunity Act, for protection from claims for bodily injury, death, property damage, or personal injury which may arise through the performance of this Agreement. Such evidence shall be approved by each recipient, through respectively, the Town's Town Manager and School's Principal, prior to the commencement of this Agreement.
- H. **Termination.** This Agreement may be terminated without cause by either party upon 30 days' written notice. Upon termination, any funds provided by the School shall be prorated and returned to the School. Notice shall be given to the Town's Chief of Police or the School's Principal as appropriate.
- I. **Entire Agreement.** This Agreement contains the entire agreement of the parties. Amendments of this Agreement may be made only in writing and signed by the parties.
- J. **Relationship of the Parties.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or a joint venture between the Town and the School, or as construing the School, including its officers, agents, volunteers and employees, as an agent of the Town, or as construing the Town, including its officers, agents, volunteers and employees, as an agent of the School. The School shall not represent that the SRO is an employee or agent of the School in any capacity. The SRO shall not represent that they are an employee or agent of School in any capacity.
- K. **Third Party Beneficiaries.** None of the terms or conditions in this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Town or School receiving services or benefits under this Contract is only an incidental beneficiary.
- L. **Colorado Governmental Immunity Act.** Nothing herein shall be deemed a waiver by the parties of the monetary limitations or immunities, rights, and protection afforded each in accordance with the Colorado Governmental Act C.R.S. 24-10-101 et seq. as same may be amended from time to time.

III.
TERM OF AGREEMENT

The terms of this Agreement shall be effective August 1 2023 and shall continue through May 31 2024 unless sooner terminated as provided herein.

EXECUTED THIS _____ DAY OF _____, 2023

TOWN OF FIRESTONE

FIRESTONE CHARTER ACADEMY

By: _____
Drew Peterson
Mayor

By: _____
Jessica Cervantes
Principal

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.c

Consent Agenda

Meeting Date: October 25, 2023

Initiated By: David Angelo

Dept: Police

AGENDA TITLE

Resolution 23-108 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE TOWN OF FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT.

RECOMMENDATION

Staff recommends approval of Resolution 23-108.

SUMMARY

The Town agrees to provide one full-time School Resource Officer (SRO) for school sites determined by the District during the 2023-2024 school year.

FINANCIAL CONSIDERATIONS

This Amendment updates the salary costs of the assigned School Resource Officer for the 2023-2024 school year. The School District agrees to pay \$37,697.40 to the Town, which amount is equal to one-half of SRO's annual salary prorated for a nine (9) month school period.

HISTORY AND PREVIOUS BOARD ACTION

The Board previously approved Resolution 22-120 on November 9, 2022, approving the Amendment to the IGA between the Town of Firestone and St. Vrain Valley School District RE-1J for the 2022-2023 school year for a joint SRO program.

ATTACHMENTS

1. Resolution 23-108 for St Vrain Valley SRO
2. IGA Firestone SRO Contract 23-24 St. Vrain Valley School

RESOLUTION NO. 23-108

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE COLORADO, APPROVING THE 2023-2024 AMENDMENT TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
FIRESTONE AND ST VRAIN VALLEY SCHOOL DISTRICT RE-1J
REGARDING A JOINT SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the Town of Firestone (“Firestone”) and the community are significantly impacted by the demands placed upon them to address incidents and situations directly or indirectly related to juveniles and schools; and

WHEREAS, the problems of delinquency, alcohol, substance abuse, and other youth related problems which negatively affect the community and the schools can best be addressed in a proactive and preventive manner; and

WHEREAS, to address these concerns in 2021 the Town of Firestone and St.Vrain School District RE-1J established a School Resource Officer Program (“Program”) for its schools located within Firestone which provides a school-based approach to establish a positive relationship between students and law enforcement and the prevention of delinquency, alcohol and substance abuse, and other issues by the community’s youth; and

WHEREAS, the Parties finding that the Program is of benefit have continued the Program since 2021 and desire to continue the Program for the 2023-2024 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO THAT:

The 2023-2024 Amendment to the Intergovernmental Agreement between the Town of Firestone and the St. Vrain Valley School District RE-1J to continue the School Resource Officer Program is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Amendment on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____ day of October 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi K. Bashor CMC Town Clerk

William P. Hayashi, Town Attorney

**2023-24 Amendment to Intergovernmental Agreement
between the
Town of Firestone
and
St. Vrain Valley School District RE-1J
for a
Joint School Resource Officer Program**

THIS 2023-24 AMENDMENT to the Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (this “2023-24 Amendment”) is made by and between the **Town of Firestone** (the “Governmental Unit”), and the **St. Vrain Valley School District RE-1J** (the “School District”).

RECITALS

WHEREAS, on or about September 8, 2021, the Governmental Unit and the School District entered into an Intergovernmental Agreement Between the Town of Firestone and St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program (the “Original Agreement”);

WHEREAS, the Original Agreement has a one-year term that expired on June 30, 2022;

WHEREAS, Section III of the Original Agreement says, “This Agreement may be renewed each year for one additional year upon written certification by each party that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by the Governmental Unit and the School District respectively”;

WHEREAS, Section III of the Original Agreement also says, “The respective costs for the Governmental Unit and the School District for each school year will be detailed in a new Exhibit A for each additional school year;

WHEREAS, the parties renewed the Original Agreement for the 2022-2023 school year;
and

WHEREAS, the parties desire to renew the Original Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE covenants and agreements below appearing, the parties agree as follows:

1. Each party hereby certifies to the other that funds sufficient to pay the respective expenses of the Governmental Unit and the School District for any additional year have been authorized by each the Governmental Unit and the School District, respectively.
2. The first sentence of Section III of the Original Agreement is hereby amended as follows:

“The term of this Agreement shall be July 1, 2023, through June 30, 2024.”
3. Exhibit A of the Original Agreement is hereby replaced in its entirety with **Exhibit A** attached hereto and incorporated herein by this reference.
4. Each Party hereby reaffirms its commitments and obligations under the Original Agreement.

Executed this _____ day of _____, 2023.

GOVERNMENTAL UNIT:

TOWN OF FIRESTONE

By: _____

Printed Name: Drew Peterson

Title: Mayor

SCHOOL DISTRICT:

ST. VRAIN VALLEY

SCHOOL DISTRICT RE-1J

By: _____

Printed Name: Don Haddad, Ed.D.

Title: Superintendent of Schools

EXHIBIT A
Adopted Budget

1. School Year

This document is an exhibit to the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J FOR A JOINT SCHOOL RESOURCE OFFICER PROGRAM** and applies to the fiscal year July 1, 2023 through June 30, 2024.

2. School Sites

School District school sites involved in the School Resource Officer Program shall be determined prior to the start of each school calendar (August-May) and should include School Resource Officer ("SRO") staffing expectations. School sites chosen for the 2023-24 school year are:

Prairie Ridge Elementary	1 SRO
Centennial Elementary	
Coal Ridge Middle School	

SRO support upon request at Middle/Elementary schools.

3. Compensation by School Year

- a. 2023-24 School Year. For the 2023-24 school year, School District shall pay to the Governmental Unit the below listed costs as its portion of the 2023 salaries of the SRO for the schools identified in paragraph B above:

1 SRO at 50% of 9 months 2023 salary =	\$37,697.40
Annual Salary =	\$100,526.40
Total Payment for 2023 school year =	\$37,697.40

- b. Extra Duty Pay. Salary costs for the first officer assigned to perform extra duty services for a function will be covered by the appropriate Governmental Unit police or sheriff's office. For school-related functions (i.e., sporting events, prom, graduation, etc.) extra duty must be approved by the principal of the school requesting extra duty assignments. For extra duty assignments that extend the

officer's normal duties, there must be prior approval from the School District Superintendent's office. For each additional officer assigned to the School District for extra duty coverage, the School District will remit to the Governmental Unit a sum equal to **\$72.50 per hour** of the assignment. Said payment will cover the applicable rate of compensation to the officer plus the Governmental Unit's additional costs, including but not limited to overtime compensation, payroll taxes, and other benefits and costs.

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 5.d

Consent Agenda

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

Resolution 23-110: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 2 SUBDIVISION

RECOMMENDATION

Town staff recommends the Board of Trustees approve draft Resolution 23-110, a resolution approving the Denmore Filing No. 2 Final Plat application with the following conditions:

1. All minor, technical corrections to the Final Plat shall be made to the Town's satisfaction.
2. Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.
3. Applicant shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars, confirming Developer is the owner of the Property and is the proper signatory to the Final Plat.
4. Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.
5. Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.
6. Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.
7. Developer shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

SUMMARY

The Denmore Filing No. 2 Final Plat proposes a total of 188 lots consisting of 120 single-family detached residential lots and 9 tracts for landscaping and drainage purposes, on approximately 34.4 acres.

The Denmore property is located at the northwest intersection of Firestone Boulevard and Frontier Street.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

The Denmore property was annexed and zoned by the Town in July 2022. The Denmore preliminary plat was approved by the Town in January 2023.

ATTACHMENTS

1. Resolution 23-110
2. Denmore Filing 2 - Final Plat
3. Subdivision Agreement Form

RESOLUTION NO. 23-110

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO, APPROVING A FINAL SUBDIVISION PLAT; ACCEPTING THE PROPERTY INTERESTS DEDICATED BY THE FINAL PLAT FOR CERTAIN REAL PROPERTY LOCATED WITHIN DENMORE FILING NO. 2; AND AUTHORIZING A SUBDIVISION DEVELOPMENT AGREEMENT PERTAINING TO THE DENMORE FILING NO. 2 SUBDIVISION

WHEREAS, Denmore, LLC (“Applicant”), as the current owner of certain real property located within the Town of Firestone, Colorado (the “Property”), has submitted a proposed final plat for the Property, entitled “Denmore Filing No. 2” (the “Final Plat”); and

WHEREAS, Applicant intends to transfer the Property that is the subject of the Final Plat to Tri Pointe Homes Holdings, Inc., who intends to improve and/or develop the Property to allow for the construction of 188 dwellings (“Developer”), in accordance with the Final Plat and the proposed Subdivision Agreement; and

WHEREAS, after reviewing the evidence and argument presented at the Board of Trustees, the Board of Trustees finds the proposed Final Plat to be in substantial compliance with the technical requirements of the Firestone Development Code.

WHEREAS, the Board of Trustees of the Town of Firestone believes it is in the best interest of the Town and its citizens to accept the Denmore Filing No. 2 Subdivision Agreement and to accept financial guarantees for improvements to be constructed by Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The above Recitals and Findings of the Board of Trustees are hereby incorporated into this resolution.

Section 2. The Board of Trustees hereby approves the final plat for Denmore Filing No. 2, attached hereto as **Exhibit A** and incorporated herein by this reference, subject to and contingent upon compliance with the following conditions:

(a) All minor, technical corrections to the Final Plat shall be made to the Town’s satisfaction.

(b) Final Construction Documents shall be approved by the Town Engineer prior to the start of construction activities.

(c) Applicant shall provide an updated title commitment for the subject property contained within the Final Plat when the mylars are provided for recording, dated no later than thirty (30) days prior to submission of mylars, confirming Developer is the owner of the Property and is the proper signatory to the Final Plat.

(d) Prior to recordation of the Final Plat, a Phase III Drainage Report shall be approved by the Town.

(e) Prior to recordation of the Final Plat, a Final Traffic Impact Analysis shall be approved by the Town.

(f) Prior to recordation of the Final Plat, a Final Utility Study shall be approved by the Town.

(g) Developer shall pay applicable fees incurred as a result of the application approval, including, but not limited to, utility, remapping, public land dedication, cash-in-lieu fees, legal notice and legal review, and recording fees.

Section 3. The Denmore Filing No. 2 Subdivision Development Agreement between the Town of Firestone and Developer is hereby approved in the form substantially similar to the form attached hereto as **Exhibit B**. The Mayor is authorized to execute the Subdivision Development Agreement on behalf of the Town.

Section 4. The dedication of all easements and all other places designated for public use as shown upon the plat Denmore Filing No. 2 is hereby accepted by the Town of Firestone, subject however, to the condition that the Town shall not undertake maintenance of any easement or other place designated for public use until after construction of all necessary public improvements has been satisfactorily completed by the land owner and accepted in writing by the Town of Firestone.

Section 5. The Mayor and Town Clerk are hereby authorized and directed to certify upon the final subdivision plat the Town's approval and acceptance thereof. The Town Clerk is hereby authorized and directed to file the subdivision plat with Weld County Clerk and Recorder's office upon fulfillment of all conditions as indicated herein.

Section 6. Unless otherwise extended by resolution of the Board of Trustees, the approval of the Denmore Filing No. 2 final plat shall be null and void if the conditions set forth in Section 2 are not complied with within one hundred and eighty (180) days of the date of this Resolution.

PASSED AND ADOPTED this ____ day of _____, 2023.

Drew Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
Denmore Filing No. 2
Final Plat

EXHIBIT B
Denmore Filing No. 2
Subdivision Development Agreement

DENMORE FILING NO. 2

BEING A REPLAT OF TRACT B, DENMORE FILING NO. 1
LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 9 TRACTS, 34.407 ACRES, FILE NO. FP-23-_____

OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, BEING THE OWNER OF THAT REAL PROPERTY MORE FULLY DESCRIBED AS FOLLOWS:

TRACT B,
DENMORE FILING NO. 1, RECEPTION NO. _____

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, AND TRACTS, AS SHOWN HEREON AND DESIGNATE THE SAME UNDER THE NAME AND SUBDIVISION OF DENMORE FILING NO. 2, AND DO HEREBY DEDICATE AND CONVEY TO THE TOWN OF FIRESTONE, COLORADO THE STREETS AND RIGHTS-OF-WAY FOR PUBLIC USES, TRACTS FOR SUCH PURPOSES AS INDICATED HEREON, THE UTILITY EASEMENTS FOR UTILITY PURPOSES AS SHOWN HEREON.

IN WITNESS WHEREOF TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, HAS CAUSED ITS NAME TO BE
HEREUNTO SUBSCRIBED THIS ____ DAY OF _____, 20____.

BY: _____, AS _____

STATE OF _____)
COUNTY OF _____)SS

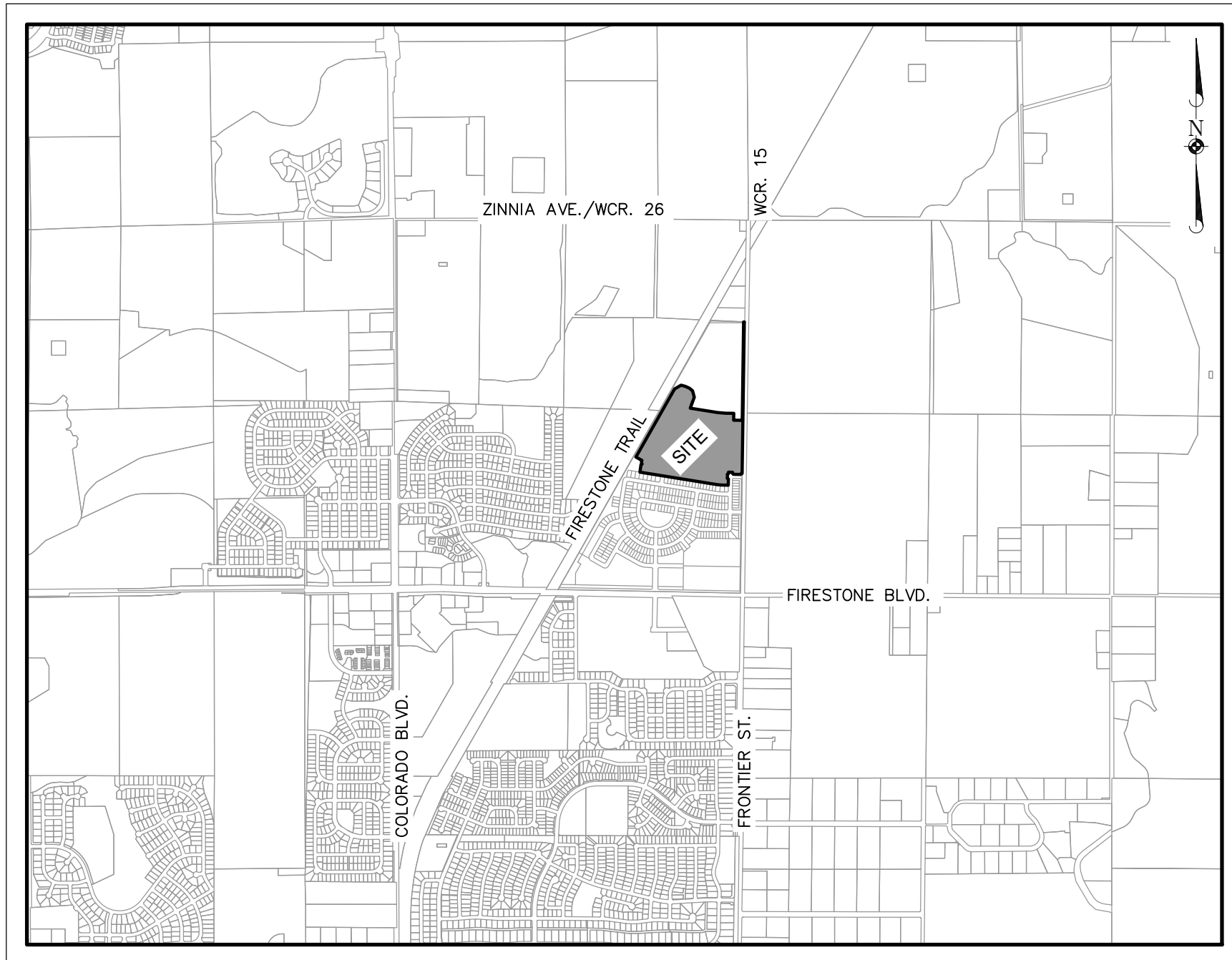
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____

BY: _____, AS _____ OF TRI POINTE HOMES HOLDINGS,
INC., A DELAWARE CORPORATION.

MY COMMISSION EXPIRES _____, _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC



VICINITY MAP

 $(1'' = 2000')$

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NUMBER ABC25195731, WITH A COMMITMENT/EFFECTIVE DATE OF JANUARY 25, 2022 AT 5:00 P.M.
4. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
5. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 67 WEST, IS ASSUMED TO BEAR NORTH 88°10'13" EAST AND BEING MONUMENTED ON THE EAST BY A NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED, "LS 28656" IN MONUMENT BOX AND ON THE WEST BY A NO. 6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED, "LS 38670" WITH ALL OTHER BEARINGS REFERENCED THERETO.
6. FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) - MAP NUMBER 08123C18956 WITH A MAP EFFECTIVE DATE OF JANUARY 20, 2016.
7. THE SURVEYED PROPERTY CONTAINS A CALCULATED AREA OF 1,498,781 SQUARE FEET OR 34.407 ACRES, MORE OR LESS.
8. SIDE LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.
9. AN EASEMENT IS DEDICATED OVER THE ENTIRETY OF TRACT H FOR WATER PURPOSES.

TRACT SUMMARY CHART

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE
TRACT A	4,545	0.104	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT B	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT C	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT D	6,000	0.138	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT E	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT F	43,111	0.990	LANDSCAPE/UTILITIES/DRAINAGE	METRO DISTRICT	METRO DISTRICT
TRACT G	3,032	0.070	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT H	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT
TRACT I	3,000	0.069	LANDSCAPE/UTILITIES	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY TABLE

TYPE	NUMBER OF UNITS	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS (PLATTED)	188	23.614	68.64%
TRACTS	9	1.783	5.18%
PUBLIC ROW		9.009	26.18%
TOTAL	252	34.407	100.00%

LAND DEDICATION REQUIREMENTS					
PARK LAND DEDICATION	CODE REQUIREMENT	TOTAL REQUIRED AREA FILING 1 (ACRES)	PROVIDED AREA (ACRES) ⁽¹⁾	REMAINING AREA CASH-IN-LIEU (ACRES)	REMAINING AREA FOR FUTURE FILINGS
POCKET PARKS	.5 ACRES/1,000 RESIDENTS	0.290			0.224
NEIGHBORHOOD PARK	3 ACRES/1,000 RESIDENTS	1.743		1.743	
COMMUNITY PARK ⁽²⁾	5 ACRES/1,000 RESIDENTS	2.905		2.905	
OPEN SPACE DEDICATION	14 ACRES/1,000 RESIDENTS	8.133			8.512

1. PROVIDED DEDICATION AREA FOR THE ENTIRE SITE IS INCLUDED IN DENMORE FILING 1.
2. ALL COMMUNITY PARK ACREAGE WILL BE CASH-IN-LIEU PER FILING.

FIRESTONE INFORMATION BLOCK	
NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	
REVISION DATE	
GENERAL NOTES	SHEET 1 OF 4

[illegible]

DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR:	DJB
PROJ ASSOC:	JAF
DRAWN BY:	JAF
DATE:	04/22/23
SCALE:	N/A

SHEET

1 OF 4

TPH.FSC001.00

DENMORE FILING NO. 2

BEING A REPLAT OF TRACT B, DENMORE FILING NO. 1
LOCATED IN THE SOUTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 9 TRACTS, 34.407 ACRES, FILE NO. FP-23-_____

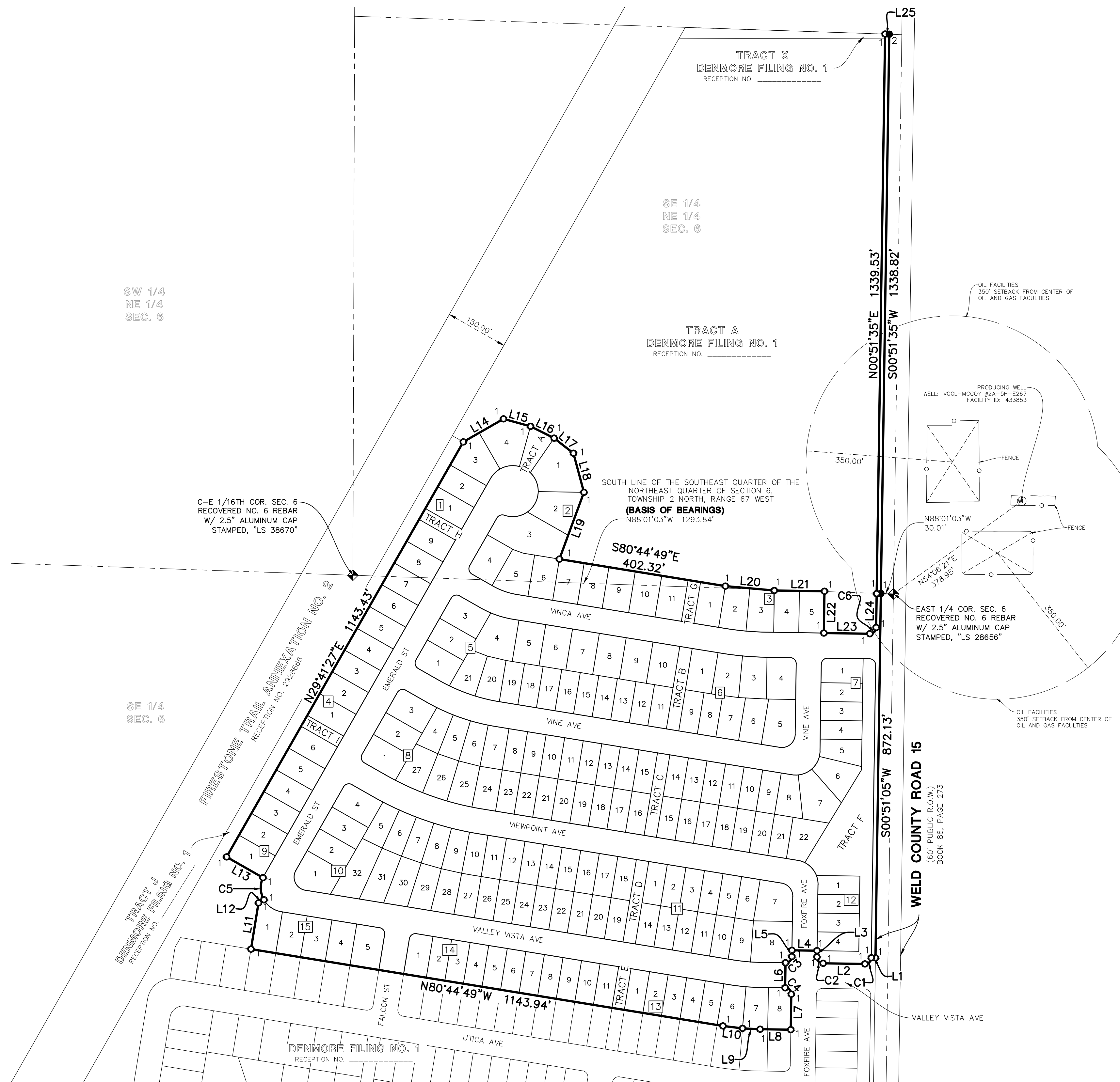
LEGEND

- = RECOVERED SECTION CORNER AS NOTED
- 1 = RECOVERED NO. 5 REBAR WITH
1.25" YELLOW PLASTIC CAP
STAMPED, "ATZEC LS 37933"
- 2 = RECOVERED AND DID NOT ACCEPT NO. 5 REBAR WITH
1.25" YELLOW PLASTIC CAP
STAMPED, "ATZEC LS 37933"
S67'47"42"E 0.36' FROM CALCD POSITION
- 3 = RECOVERED AND ACCEPTED NO. 5 REBAR WITH
1.25" GREEN PLASTIC CAP
STAMPED, "PLS 38199"
FLUSH WITH GROUND
- 4 = SET 18" LONG NO. 5 REBAR WITH
1.25" GREEN PLASTIC CAP
STAMPED, "PLS 38199"
FLUSH WITH GROUND
- ⊠ = BLOCK NUMBER
- ⊗ = EX. WELL HEAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°08'55"W	10.00
L2	N89°08'57"W	100.02
L3	N00°51'03"E	15.00 ¹
L4	N89°08'57"W	60.00 ¹
L5	S00°51'03"W	15.00 ¹
L6	S00°51'03"W	60.00 ¹
L7	S00°51'03"W	85.00 ¹
L8	N89°08'57"W	73.36
L9	N87°10'10"W	42.15 ¹
L10	N82°58'05"W	47.28 ¹
L11	N09°15'11"E	112.08 ¹
L12	N60°16'29"E	15.00 ¹
L13	N60°18'33"W	100.23 ¹

LINE TABLE		
LINE	BEARING	LENGTH
L14	N60°08'43"E	110.90
L15	S74°37'17"E	67.07
L16	S63°18'47"E	63.14
L17	S52°00'16"E	58.68
L18	N15°04'30"W	96.79
L19	S20°10'20"W	170.32
L20	S84°52'02"E	117.63
L21	S89°08'57"E	120.00
L22	S00°51'03"W	100.00
L23	S89°08'57"E	109.93
L24	N00°51'05"E	81.12
L25	S88°04'45"E	10.00

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°59'57"	15.00'	23.56'	S45°51'04"W	21.21'
C2	90°00'00"	15.00'	23.56'	N44°08'57"W	21.21'
C3	90°00'00"	15.00'	23.56'	S45°51'03"W	21.21'
C4	90°00'00"	15.00'	23.56'	S44°08'57"E	21.21'
C5	5417°37"	58.00'	54.96'	N02°34'43"W	52.93'
C6	89°59'57"	15.00'	23.56'	N45°51'04"E	21.21'

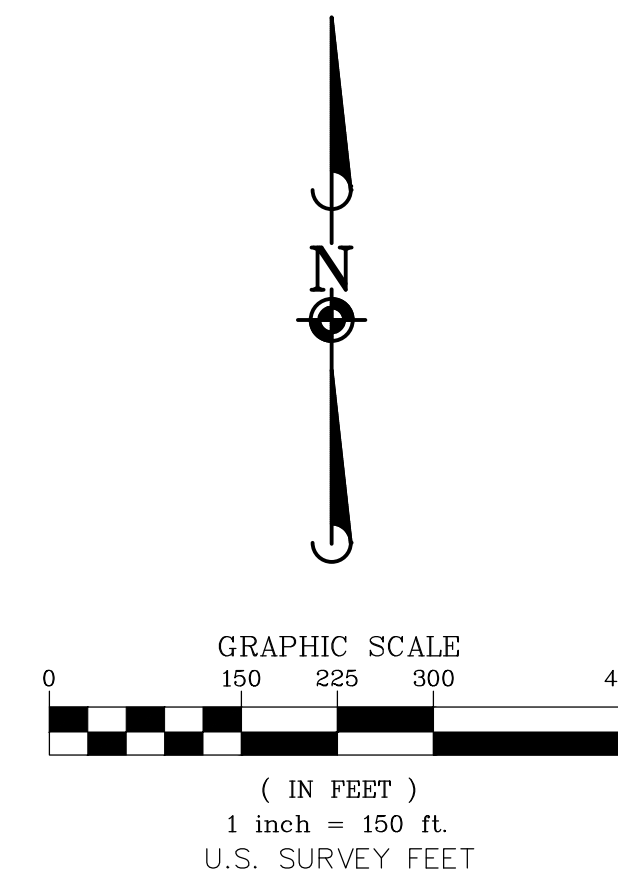
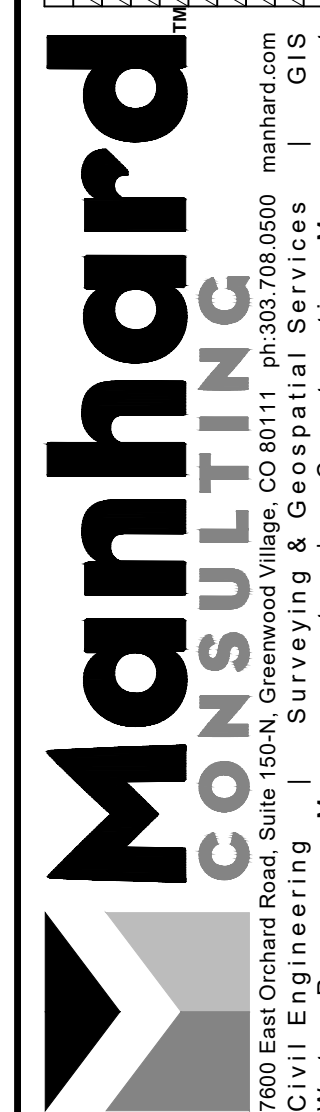


NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
UNLESS NOTED OTHERWISE

FOR AND ON BEHALF OF
MANHARD CONSULTING

FIRESTONE INFORMATION BLOCK

NAME OF APPLICATION	TERRACINA
TYPE OF SUBMITTAL	FINAL PLAT
FILING NUMBER	FILING NO. 2
PHASE NO.	N/A
PREPARATION DATE	4/22/2023
REVISION DATE	
REVISION DATE	
GENERAL NOTES	SHEET 2 OF 4

[illegible]

DENMORE FILING NO. 2

TOWN OF FIRESTONE, COUNTNY OF WELD, STATE OF COLORADO

FINAL PLAT

PROJ MGR: DJB
 PROJ ASSOC: JAF
 DRAWN BY: JAF
 DATE: 04/22/23
 SCALE: 1" = 150'

SHEET

2 OF 4

TPH.FSC001.00

LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO
188 LOTS, 9 TRACTS, 34.407 ACRES, FILE NO. FP-23-_____



LINE TABLE		
LINE	BEARING	LENGTH
L49	N76°46'28"W	45.72'

☐ = BLOCK NUMBER
 D.E. = DRAINAGE EASEMENT HEREBY DEDICATED
 D.U.E. = DRY UTILITY EASEMENT HEREBY DEDICATED

PROJ MGR: DUB
PROJ ASSOC: JAF
DRAWN BY: JAF
DATE: 04/22/23
SCALE: 1" = 50'

SHEET

3 OF 4

TPH.FSC001.00

FINAL PLAT

1600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS

**{FINAL PLAT NAME}
SUBDIVISION AGREEMENT**

THIS SUBDIVISION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 20____, by and between the **TOWN OF FIRESTONE, a Colorado municipal corporation**, PO Box 750, Firestone, Colorado, 80516, hereinafter referred to as “Firestone” or “Town,” and **{OWNER NAME}, a {State} corporation**, {Address, City, State, Zip Code}, hereinafter referred to as “Owner;” and

WHEREAS, Owner has submitted a Final Plat for {Final Plat Name} (“Development”) attached hereto as “Exhibit A” and incorporated herein by reference. Said Final Plat has been approved by Firestone; and

WHEREAS, The Town has reviewed its Water Supply Plan, which addresses the Town's existing water obligations and its present and future water supplies. The Town has also reviewed its Conservation Plan and its Municipal Code regarding water dedications, and has determined, at its sole discretion, that it will be able to provide an adequate water supply to serve the Properties water needs at full build out pursuant to Section 29-20-301 C.R.S. et seq. As a term and condition of providing said water, the Developer hereby agrees to comply with the Town's Municipal Code regarding water dedications and cash in lieu of water dedications; and

WHEREAS, the regulations of Firestone require that the Owner enter into an Agreement with Firestone relative to improvements related to the development; and

WHEREAS, this standard agreement has been modified by the parties as indicated by the addition of certain special provisions, if any, in Section IX.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant and agree as follows:

I. TOWN ADMINISTRATIVE OFFICIAL

For the purposes of this Agreement, “Town Administrative Official” shall be defined as the Town Manager or his or her designee.

II. DEVELOPMENT OBLIGATION AND COORDINATION

Owner shall be responsible for performance of the covenants set forth herein. Unless specifically provided in this Agreement to the contrary, all submittals to Firestone and acceptances required of Firestone in connection with this Agreement shall be submitted to, or rendered by, the Town Administrative Official, who shall have general responsibility for coordinating development with Owner.

III. PUBLIC USE DEDICATION

Owner shall convey to Firestone certain lands as described as open space and park in “Exhibit A” attached hereto and incorporated herein by reference. Conveyance of these lands shall be by plat

dedication in form and substance acceptable to Firestone. If not already conveyed, conveyance shall be made within thirty (30) days of the date of this Agreement. Owner shall also furnish at the time of conveyance, at its own expense, an ALTA title policy for all interest(s) so conveyed, subject to acceptance by the Town of Firestone. The property shall be free and clear of liens, taxes and encumbrances except for ad valorem real property taxes up to the date of dedication to the Town, but subject to all easements, rights-of-way, reservations, restrictions or other title burdens of record.

IV. PUBLIC AND COMMON FACILITIES IMPROVEMENTS

Owner agrees to design, construct and install according to Town accepted plans, all public improvements and common facilities specifically regulated necessary for the Development including, but not limited to, street, alley, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage improvements, trails and park improvements on and off of the Development (hereinafter, "Public Improvements" and "Common Facilities") and as described in "Exhibit B" attached hereto and made part hereof. Owner agrees to dedicate said improvements to Firestone, or others for the common facilities, and give a two (2) year guarantee for all improvements constructed.

A. Construction Standards

Owner shall construct all improvements required by this Agreement, and any other improvements constructed in relation to the Development, in accordance with plans and specifications accepted in writing by Firestone, and in full conformity with Firestone's current Design Standards and Construction Specifications for Public Improvements ("Standards and Specifications"), ordinances and regulations.

B. Engineering and Consulting Services

Owner agrees to furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Development, including but not limited to, street, alleys, curb, gutter, sidewalks, landscaping, irrigation, fencing, street lights, signage, water, waste water, storm sewer and drainage improvements, trails and park improvements. Said engineering and consulting services shall conform to the standards and criteria for Public Improvements as established and accepted by Firestone. These services shall be performed by or under the supervision of a Registered Professional Engineer and/or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law. The design services shall include inspection services deemed necessary by Firestone.

C. Plan Submission and Acceptance

Owner shall furnish to the Town Administrative Official the required fees and complete plans for all improvements and development phases. Firestone shall issue its written acceptance or rejection of said plans as expeditiously as reasonably possible. Said acceptance or rejection shall be based upon the standards and criteria for Public Improvements as established by Firestone, and Firestone shall notify Owner of all deficiencies which must be corrected prior to acceptance. All deficiencies shall be corrected and said plans shall be resubmitted to and accepted by Firestone prior to

construction. All acceptances required hereunder from Firestone shall be made by the Town Administrative Official.

D. Public Improvement Permits (“PIP”)

Before the construction or installation of any improvements, Owner shall obtain a PIP from Firestone as provided in the Code. The PIP application, fees, plans, specifications and any other data filed by Owner will be reviewed by Firestone. If found to be complete and in accordance with Firestone’s current Standards and Specifications and other pertinent requirements, Firestone will issue Owner the PIP. Owner shall reimburse Firestone for any additional expenses incurred by Firestone for the review of plans or inspection of construction work by consultants engaged by Firestone for that purpose. The Developer shall also apply and pay for a PIP for all common facilities.

E. Licensing of Contractors and/or Subcontractors

Owner shall ensure that all Contractors and subcontractors employed by the Owner shall be licensed by the Town before any work on the Improvements is commenced.

F. Testing and Inspection

Testing and inspection of the construction and materials shall be in accordance with Firestone’s current Standards and Specifications. In addition, Owner shall employ, at its own expense, a licensed and registered testing company, to perform all testing of materials or construction that may be required by Firestone. Owner shall furnish copies of test results to the Town Administrative Official on a timely basis for review and acceptance prior to commencement or continuation of that particular phase of construction. At all times during said construction, Firestone shall have access to inspect the materials and workmanship of said construction and all materials and work not conforming to the accepted plans and specifications shall be repaired or removed and replaced at Owner’s expense so as to conform to the accepted plans and specifications.

All work shown on the accepted plans requires inspection by the Engineering Division. Except Town of Firestone holidays, inspection services are provided Monday through Friday, from 8:00 a.m. to 4:00 p.m. During the hours listed above, inspections shall be scheduled a minimum of 24 hours in advance with the Engineering Division. Requests for inspection services beyond the hours listed above shall be submitted a minimum of 48 hours in advance in writing to the Town Engineer for acceptance. Owner shall reimburse the Town for all direct costs of the after-hours inspection services. If the request is denied, the work shall not proceed before or after the hours listed above.

Common Facilities shall have inspections performed by a professional consulting service acceptable to Firestone. At all times Firestone shall have access to inspect the materials and workmanship of the Common Facilities if deemed necessary by Firestone. Inspection services for landscaping will also include the selection and tagging of plant materials prior to delivery to the site. Landscape and irrigation inspection services shall conform to the Firestone’s current Standards and Specifications or Development Code.

G. Rights-of-way, Easements and Permits

Prior to commencement of construction of Public Improvements that require additional rights-of-way to be acquired, Owner shall acquire at its own expense and convey to Firestone, all necessary land, rights-of-way and easements required by Firestone for the construction of the proposed improvements related to the Development. Owner is only obligated to acquire that portion of land, rights-of-way and easements necessary for the construction of Public Improvements, roads and utilities required by this Agreement.

All such conveyances shall be free and clear of liens, taxes and encumbrances and shall be by Special Warranty Deed or easement in a form and substance acceptable to Firestone. All title documents shall be recorded by Firestone at Owner's expense. Owner shall also furnish, at its own expense, an ALTA title insurance policy for all interest(s) so conveyed, subject to acceptance by Firestone.

Owner shall be responsible for obtaining the following to the extent applicable:

1. All permits as required by the United States Corps of Engineers.
2. Colorado Department of Health and Environment ("CDPHE") "General Permit for Stormwater Discharges Associated with Construction Activity", required during construction.
3. Town of Firestone "Stormwater Quality Permit" per Firestone's current Standards and Specifications.
4. Air Quality Permit.

H. Street Improvements

Owner shall furnish and install, at its own expense, the street improvements in conformance with the drawings, plans and specifications accepted by Firestone and in accordance with the PIP.

I. Sidewalk Improvements

Owner shall furnish and install, at its own expense, all sidewalk improvements in conformance with the drawings, plans and specifications accepted by Firestone.

J. Street Signs, Traffic Signs, and Striping

Owner will furnish and install at Owners expense street name signs, striping, stop signs, speed limit and other signs on all streets, in accordance with the Manual of Uniform Traffic Control Devices, as from time to time amended, and other applicable legal requirements.

K. Street Lights

Owner shall furnish complete plans for street lighting to be reviewed and accepted by Firestone. The total cost of street light installation shall be Owner's obligation. Owner shall cause, at its own expense, United Power to install all required street lighting pursuant to

United Power plans and specifications as submitted to and accepted in writing by the Town Administrative Official. Said street lights shall be installed concurrently with the streets on which they are located. The type of street lights shall be accepted by Firestone. Street lights shall be operational before the streets are open to the public. Owner shall be responsible for payment of all utility billing for street lights prior to Final Acceptance.

L. Water Improvements

Owner shall furnish and install all water mains, lines, and appurtenances in conformance with the drawings, plans and specifications accepted by Firestone.

M. Wastewater Improvements

Owner shall furnish and install all sewer lines and appurtenances in conformance with the drawings, plans and specifications approved by the St. Vrain Sanitation District.

N. Drainage Improvements

1. Drainage improvements for the Development shall be constructed by Owner in accordance with drawings, plans and specifications accepted by Firestone. Unless otherwise approved by Town, over lot grading shall not be initiated by Owner until Firestone approves drainage improvement plans by the issuance of the PIP. Owner shall provide temporary erosion control during and after over lot grading until the site is stabilized.
2. Drainage improvements for the Development shall be constructed by the Owner in accordance with accepted construction plans.
3. Owner shall be responsible for obtaining a CDPHE “General Permit for Stormwater Discharges Associated with Construction Activity” required during construction. A copy of this permit shall be submitted to Firestone.
4. Owner agrees that all construction shall be in conformance with any and all National Pollutant Discharge Elimination Systems (NPDES) standards including compliance with and applicable NPDES and CDPHE permits issued to the Owner, applicable to the Development. The Owner further agrees that in the event there is any violation of such standards or permits issued, if the Town, as a result of the Owner’s actions, is subject to or is given a monetary fine, penalty or any type of obligation is imposed; such circumstance will constitute a default under the terms of this Agreement. Failure of the Owner to cure the default by reimbursement to the Town, upon notice to cure as required by Section X.C herein, shall result in a default of this Agreement.
5. Owner shall be responsible for obtaining a Town of Firestone “Stormwater Quality Permit” per Firestone’s current Standards and Specifications.
6. All drainage improvements not located on Town owned property shall be

maintained by the Owner, {HOA Name} (“HOA”), {Metro District Name}, maintenance district, or final property owner (the “Obligated Entity”). Drainage improvements may include, but are not limited to: landscaping, open areas, grass, shrubs, trees, retaining walls, sidewalks, ponds, pipes, underdrains, swales, drain pans, and inlet and outlet structures.

7. Owner shall include the Obligated Entity in the final inspection procedures for the drainage improvements and shall provide Firestone with the Obligated Entity’s written acceptance of the maintenance responsibility for the drainage improvements prior to Final Acceptance.

O. Landscape Improvements

For public lands, common facilities, and rights-of-way, Owner shall furnish Firestone complete final landscape and irrigation plans for each phase and obtain acceptance by Firestone prior to commencement of construction. Owner shall construct landscape improvements as required in the landscape plan before the constructed improvements are accepted by Firestone. Landscape plans need not be provided for private landscaping on single-family residential lots. For all development and Common Facilities other than single-family detached development, Owner shall furnish final landscape and irrigation plans to the Town Administrative Official for acceptance prior to installation of landscape improvements.

P. Utility Coordination and Installation

Owner shall be responsible for coordination of and payment for installation of on-site and off-site electric, street lights, natural gas, telephone, cable television and other such utilities. All new and existing utilities shall be placed underground as required by the Firestone Municipal Code (“Code”) prior to the issuance of any building permit for the Development. Necessary aboveground appurtenances (meters, transformers, etc.) shall be carefully located with maximum aesthetic considerations, and outside of any sight triangles. Any aboveground appurtenances that will be visible from the public rights-of-way shall be screened from view. Screening shall consist of landscaping and/or, low fencing shall be installed in accordance with the Firestone Development Code. Specifics of the screening requirements shall be reviewed with the Landscape Plans and as amended once utilities are installed.

Q. Underdrains

The Owner may choose to install foundation underdrains and a site wide underdrain collection system under the sanitary sewer system. The Town grants the use of Town owned right-of-way for these facilities but the Town assumes no maintenance responsibility for the facilities. These underdrain systems shall be maintained by the Obligated Entity.

The Owner shall install a curb underdrain system pursuant to the Standards and Specifications and as shown on the Town accepted construction plans. This system shall be maintained by the Town.

R. Maintenance Definition

Maintenance is the process of preserving capital improvements, structures, development, or systems to meet its function or original intent of the facility. This is the preservation, conservation, keeping in good conditions, operating safely, operating efficiently, testing, inspection, servicing, repairing, grading, cleaning, picking up trash and debris, pest control, painting, mowing, pruning, and prolonging of these facilities. Maintenance also includes the provision of financial support to maintain the facilities. Facilities include but are not limited to: landscaping, open areas, grass, shrubs, trees, playgrounds, site furniture and fixtures, retaining walls, signs, sidewalks, drainage structures such as ponds, swales, drain pans, inlets, and outlet structures.

Maintenance may involve many different number and types of companies, services, individuals to look after the facility and the ability to coordinate these efforts. Maintenance includes both routinely scheduled activities, as well as non-routine repairs that may be required.

A maintenance plan should be prepared and submitted as part of the development review/approval process and be provided to the Obligated Entity responsible for maintenance activities.

V. IMPROVEMENT ACCEPTANCE

A. Initial Acceptance

No later than ten (10) days after Public Improvements and/or Common Facilities are substantially complete, Owner shall request of the Town Administrative Official an inspection by Firestone. If Owner does not request this inspection within ten (10) days of completion of the Public Improvements and/or Common Facilities, Firestone may conduct the inspection without the approval of Owner. Owner shall provide Firestone with complete "as-built" drawings in a form as defined in Firestone's current Standards and Specifications. If Owner has not completed appropriate Public Improvements and/or Common Facilities as provided for in this Agreement, Firestone may exercise its right to secure performance as provided in Section X.C of this Agreement. If Public Improvements and/or Common Facilities completed by Owner are satisfactory, the Town Administrative Official shall grant "Initial Acceptance," which shall be subject to "Final Acceptance" as set forth herein. If Public Improvements and/or Common Facilities are not satisfactory, the Town Administrative Official shall provide written notice to Owner of the repairs, replacements, construction or other work required to receive Initial Acceptance. Owner shall complete all needed repairs, replacements, construction or other work within thirty (30) days of said notice, weather permitting. After Owner completes the repairs, replacements, construction or other work required, Owner shall request of the Town Administrative Official a re-inspection of such work to determine if Initial Acceptance can be granted, and Firestone shall provide written notice to Owner of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Owner's expense. If Owner does not complete the repairs, replacements, or other work required

within thirty (30) days of said notice, Firestone may exercise its rights to secure performance as provided in Section X.C. of this Agreement. Firestone reserves the right to schedule re-inspections. No "Certificate of Occupancy" will be issued by Firestone prior to Initial Acceptance without written approval from the Town Administrative Official.

Additionally, for Common Facilities, the Owner shall include the Obligated Entity in the final inspection procedures and provide Firestone with written acceptance of the Common Facilities for maintenance from this final Obligated Entity.

B. Maintenance of Improvements

1. Warranty

Owner shall provide Firestone with a warranty starting from the date of Initial Acceptance until the date of Final Acceptance. This warranty period shall be for a minimum of two (2) years or until eighty percent (80%) of the building permits have been issued for the phase, whichever occurs later, on all Public Improvements and shall provide a two (2) year Warranty to the Obligated Entity for the Common Facilities.

2. Maintenance of Improvements

For the entire Warranty period, Owner shall, at its own expense, take all actions necessary to maintain said Public Improvements and make all needed repairs or replacements which, in the reasonable opinion of Firestone, shall become necessary, except that Firestone shall be responsible for snow removal on public streets. If within thirty (30) days after Owner's receipt of written notice from Firestone requesting such repairs or replacements, Owner has not completed such repairs, Firestone may exercise its rights to secure performance as provided in Section X.C of this Agreement. In the event that said repair is solely determined by the Town to be an emergency, the Town may immediately complete said repairs and invoice the Owner the Town's actual costs. The owner shall reimburse the Town within sixty (60) days after receipt of written notification or repair and supporting documentation from the Town Administrative Official. No acceptances shall be issued until Owner has made full payment for said repairs.

C. Final Acceptance

At least thirty (30) days before the Warranty period elapses from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Owner shall request a Final Acceptance inspection in writing. The request shall be made to the Town Administrative Official. The Town Administrative Official shall inspect the Public Improvements and shall notify Owner in writing of all deficiencies and necessary repairs. After Owner has corrected all deficiencies and made all necessary repairs identified in said written notice, the Town Administrative Official shall issue to Owner a letter of Final Acceptance, as soon as reasonably possible thereafter. If Owner does not correct all deficiencies and make repairs identified in said inspection to Firestone's satisfaction within thirty (30) days after

receipt of said notice, weather permitting, Firestone may exercise its rights to secure performance as is provided in Section X.C of this Agreement. If any mechanic's liens have been filed with respect to the Public Improvements, Firestone may retain all or a portion of the Improvement Guarantee up to the amount of such liens. If Owner fails to have Public Improvements finally accepted within two (2) years of the date of the issuance of Initial Acceptance or any Public Improvements are found not to conform to this Agreement, and Firestone's current Standards and Specifications, then the Owner shall be in default of the Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

D. Reimbursement to Firestone

In the event it becomes necessary for Firestone to complete the Public Improvements and/or Common Facility improvements due to the failure of Owner to complete said Public Improvements and/or Common Facility improvements, Firestone may complete construction, repairs, replacements, or other work with funds other than the Improvement Guarantee, in which event Owner shall reimburse Firestone within sixty (60) days after receipt of written demand and supporting documentation from the Town Administrative Official. If Owner fails to so reimburse Firestone, then Owner shall be in default of this Agreement and Firestone may exercise its rights under Section X.C of this Agreement.

VI. IMPROVEMENT GUARANTEE

A. Public Improvement and Common Facilities Schedule

Owner has submitted the certified Public Improvement and Common Facilities Schedule shown as "Exhibit B" attached hereto and incorporated herein by reference. Said exhibit generally identifies those Public Improvements to be furnished, installed or constructed relative to the Development. Omission of any improvement from "Exhibit B" does not relieve Owner from responsibility for furnishing, installing or constructing such improvement. The Owner shall list all Common Facilities separately and subtotal separately on "Exhibit B."

B. Improvement Guarantee

Owner shall submit to the Town Administrative Official an Improvement Guarantee for all Public Improvements for the Final Plat prior to recordation of this agreement. Said guarantee may be in cash or a letter of credit in form and substance.

1. Said Improvement Guarantee shall include, but not be limited to, street, curb, gutter, sidewalks, landscaping, fencing, street lights, water, sewer, storm sewer and drainage improvements, trails and park improvements on or off the Development.
2. The total amount of the guarantee for the Development shall be calculated as a percentage of the total estimated cost including labor and materials of all Public Improvements to be constructed in the Development as described on "Exhibit B." The total minimum amounts are as follows:

- a) Prior to commencement of construction of Public Improvements and Common Facilities improvements: 115% of the amount(s) shown on "Exhibit B."
 - b) Upon Initial Acceptance of the Public Improvements in each phase through Final Acceptance: 25% of the amount(s) shown on "Exhibit B." The guarantees may be reduced on a phased basis as shown on "Exhibit D."
 - c) Upon Initial Acceptance of Common Facilities: 0%.
 - d) After Final Acceptance of Public Improvements: 0%. The guarantees may be released on a phased basis as shown on "Exhibit D."
3. In addition to any other remedies it may have, Firestone may, at any time prior to Final Acceptance, draw on any letter of credit or Improvement Guarantee received pursuant to this Agreement.

In the event that, a) the Owner fails to extend or replace the letter of credit at least sixty (60) days prior to expiration of such letter of credit, b) the letter of credit is set to expire, c) Firestone receives notice that the letter of credit will not be renewed, d) the entity issuing the letter of credit becomes non-qualifying, or e) the letter of credit, in the sole determination of Firestone, is at risk of being lost as a guarantee, then, in any of these events, the Owner shall be in default of this Agreement and Firestone may immediately draw on the letter of credit for the full amount of the letter of credit. In such event as identified herein, no notice or prior notice shall be required prior to drawing on the letter of credit.

The Town may hold the funds obtained from the letter of credit until the Public Improvements and Common Facilities as set forth on "Exhibit B" are completed and accepted by the Town. In the event the Public Improvements and Common Facilities are not completed by the Owner within the time period set forth in this Agreement or in the manner as required by this Agreement, the Town may, at its sole discretion, use any or all of the funds to complete some or all of the Public Improvements and Common Facilities. In any event, the Town shall have no obligation to complete any or all of the Public Improvements and Common Facilities. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

In the event that the cost of the Public Improvements and Common

Facilities and construction is reasonably determined by Firestone to be greater than the amount of the security guarantee provided by the Owner to the Town, then Firestone shall furnish written notice to Owner of the condition, and within thirty (30) days of receipt of such notice Owner shall provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance. If Owner fails to provide Firestone with a substituted qualifying Improvement Guarantee, or augment the deficient security as necessary to bring the security into compliance, then Owner is in default of this Agreement, without further notice, and is subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

4. If Firestone draws on the letter of credit to correct deficiencies or complete Public Improvements and Common Facilities, any portion of said guarantee not utilized in correcting the deficiencies and/or completing improvements shall be returned to Owner within thirty (30) days after Final Acceptance of said Public Improvements and Common Facilities.

5. **Building Permit Restrictions**

Owner agrees that the execution of this Agreement, the Town's approval of construction plans, or the Town's issuance of any type of permit for construction of the Public Improvements does not in any way, constitute an approval of building permit allocations or building permits.

- a) Owner expressly understands and acknowledges that the expenditure of funds for the construction and installation of any Public Improvements prior to approval of building permit allocations or building permits is exclusively at the Owner's risk. The Town reserves the right, in exercise of its police power, to choose not to grant building permits, or otherwise restrict or condition the granting of building permits for the Development based on current or future resolutions or ordinances of the Town. Unless specifically restricted or conditioned by current or future resolutions or ordinances of the Town, building permits may be granted once all Public Improvements for the development or within each Phase of the development are operational as solely determined by the Town.
- b) Upon written request of the Owner, at the sole discretion of the Town, the Owner may begin construction of the Public Improvements without furnishing an Improvement Guarantee, as provided in this Agreement, upon the following conditions:

- i. The Owner has not transferred title to any portion of the

- Development.
- ii. The Owner shall be required to obtain Initial Acceptance of all Public Improvements for the development or within each Phase of the development prior to the issuance of a building permit.
 - iii. After the Owner begins construction of the Public Improvements, if the Public Improvements remain unfinished for a period of one (1) year from the date this Agreement becomes effective, the Town shall require an Improvement Guarantee in accordance with this Agreement in lieu of the building permit restriction required by this Subsection. The Owner will have fifteen (15) days to provide the Town such an Improvement Guarantee, or the Town may issue a stop work order to remain in effect until the Improvement Guarantee is provided to the Town. The Town Administrative Official, at their sole discretion, may grant a single extension of up to one (1) additional year.
 - iv. The Owner shall not transfer title to any portion of the Development prior to Initial Acceptance being granted by the Town or upon providing the Town an Improvement Guarantee in accordance with this Agreement.
- c) Upon the Town's Initial Acceptance of the Public Improvements, which shall include receipt of the Improvement Guarantee as outlined in Section VI.B, this building permit restriction shall be removed.

VII. OVERSIZING AND REIMBURSEMENT

Firestone may require Owner to build utility lines and other infrastructure large enough to serve property other than Owner's (oversizing). Firestone may also require Owner to construct or participate in the construction of certain off-site Public Improvements. Certain such improvements qualify for reimbursement pursuant to the policies of Firestone.

A. Reimbursement due to Owner for Qualifying Public Improvements Constructed by Owner

Owner is entitled to reimbursement for the oversize part of utilities and other infrastructure and/or a pro-rata portion of the cost of off-site Public Improvements. At the time of final approval of a subdivision plat or other development plans for properties that use these utilities or Public Improvements, Firestone will require as a condition of approval, a proportional reimbursement to Owner as described in "Exhibit C," attached hereto and incorporated herein by this reference. Nothing contained in this Agreement shall operate to create an obligation on the part of Firestone to pay or reimburse any costs to Owner in the event such costs are not recovered by Firestone as contemplated herein, for any reason, from the properties or property owners that use the utilities or Public Improvements, so

long as Firestone has made a good faith effort to recover such costs.

B. Reimbursement due from Owner for Qualifying Public Improvements Constructed by Others

Owner will be required to reimburse Firestone or others who have constructed oversized utilities and other infrastructure that will be utilized by Owner's property. The amount of the reimbursement due, if any, is described in "Exhibit C."

VIII. MISCELLANEOUS CONSTRUCTION STANDARDS

A. Trash, Debris, Mud

Owner agrees that during construction of the Development and improvements described herein, Owner will take appropriate steps necessary to control trash, debris and wind or water erosion in the Development. If Firestone determines that said trash, debris or wind or water erosion causes substantial damage or injury or creates a nuisance, Owner agrees to abate said nuisance in accordance with Town Ordinances but no later than twenty-four (24) hours after notification of said nuisance. If Owner does not abate said nuisance, Firestone may abate the nuisance and/or correct any drainage or injury without notice to Owner, at Owner's expense. Owner also agrees to take any and all reasonable steps necessary to prevent the transfer of mud or debris from the construction site onto public rights-of-way and to immediately remove such mud and debris from public rights-of-way after notification by Firestone. If Owner does not abate, or if an emergency exists as solely determined by the Town, Firestone may abate at Owner's expense. Owner is further subject to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

B. Operation of Construction Equipment

The operation of construction equipment outside an enclosed structure shall be prohibited on weekdays between the hours of 7:00 p.m. and 7:00 a.m. With the prior written approval of the Town Administrative Official, the operation of such equipment outside an enclosed structure may be permitted on weekend days and legal holidays between the hours of 8:00 a.m. and 4:00 p.m. The Town Administrative Official may alter the hours of operation for good cause. All construction activities shall operate in accordance with all Town codes, ordinances, and policies in regards to sound and noise. Failure to comply with this provision may result in the Owner to subjected to the provisions of Section X.C of this Agreement, as well as the suspension of development activities by Firestone including, but not limited to, the withholding of building permits and certificates of occupancy.

IX. SPECIAL PROVISIONS

A. Transportation

{Describe major on/off site transportation improvements}

B. Phasing Map ("Exhibit D")

The Development shall be constructed as outlined in “Exhibit D”. All Public Improvements within each phase shall be installed and operational as solely determined by the Town prior to the Town issuing building permits. Each Phase shall have two points of access, a looped water system, and shall have the appropriate sanitary sewer substantially completed and operational, as determined by the Town, prior to the issuance of any building permit for that Phase. No building permits may be issued within any subsequent phase until Public Improvements in the previous phase are installed and operational as solely determined by the Town.

C. Dedication of Open Space

Owner shall pay a fee in lieu of open space land dedication for {#} acres of open space. The fee in lieu payment is outlined in “Exhibit C.”

D. Installation of Parks, Landscaping and Trails

Owner shall design and construct {Park, Landscape, Trail Improvements} on Tracts { } as shown on the accepted construction plans. Owner shall purchase a water tap and pay necessary raw water dedication fees for Tracts { }.

E. Maintenance of Parks, Trails, Open Space and Landscaping

Tracts { } shall be maintained by the Obligated Entity.

F. Maintenance of Vacant Lots

Owner shall be responsible for maintenance, including weed control, on all lots until such time the lots are sold to a homeowner.

G. Fencing and Screening

Fencing within the Development shall be installed in accordance with Title 16 of the Code.

H. Utilities

Owner shall provide the Town with all necessary permanent and temporary drainage and utility easements prior to construction.

I. Water

{Describe major on/off site water improvements}

J. Disclosure Statements

1. The Metropolitan District Disclosure statement indicating the existence of a Title 32 Metropolitan District (“Exhibit F”) shall be signed by the property owner purchasing a new home from a homebuilder with execution of the sales contract for the property.
2. The Oil and Gas Well Disclosure is evidenced by the recordation of the existing Surface Use Agreements and various Letter Agreements with the Oil and Gas companies. A statement indicating the existence of such

documents (“Exhibit G”) shall be signed by the property owner with the execution of the sales contract for the property.

X. MISCELLANEOUS TERMS

A. Ground Water Dedication

As provided by Firestone ordinances, all tributary and not non-tributary ground water rights not already transferred to Firestone shall be dedicated to Firestone at the time of Final Plat recordation. Transfer of the water rights shall be by Special Warranty Deed tendered to Firestone prior to signatures being affixed to this agreement.

B. Default

If Owner fails to fulfill the terms and conditions of this Agreement, Firestone, in its sole discretion, may declare Owner in default and may call the security and draw on the letter of credit provided for in Section VI, and may further exercise all remedies available to Firestone in law and equity. Firestone may also, withhold any additional building permits, certificates of occupancy, or provision of new utilities fixtures or services until the completion of the Public Improvements and Common Facilities and/or the default has been cured by Owner. Any costs incurred by Firestone, including, but not limited to, reasonable administrative costs and reasonable attorney’s fees, in pursuit of any remedies due to the breach by Owner shall be paid by Owner. Firestone may deduct these costs from the Improvement Guarantee. Firestone shall have the right to enforce the Owner's obligations hereunder by an action for any equitable remedy, including injunction or specific performance, or an action to recover damages. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If Owner fails to fulfill the terms and conditions of Section VI of this Agreement, or any other monetary, security or surety default, Firestone, in its sole discretion, may declare Owner in default and may immediately call the security due and draw on the letter of credit provided for in Section VI without notice to Owner, and may further exercise all remedies available to Firestone in law and equity and as provided for herein.

C. Insurance and Safety

Owner shall, through contract requirements and other normal means, guarantee and furnish to Firestone proof thereof that all employees and contractors engaged in the construction of improvements are covered by adequate Workman’s Compensation Insurance and Public Liability Insurance, and shall require the faithful compliance with all provisions of the Federal Occupational Safety and Health Act (OSHA).

D. Indemnification and Release of Liability

Owner agrees to indemnify and hold harmless Firestone, its officers, employees, agents, or servants, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by arising from, or on account of acts or omissions by Owner, its officers, employees, agents, consultants, contractors, and subcontractors, and/or suit,

action, or claim resulting from mineral right disputes and/or Owner's failure to abide by the terms of this Agreement, and to pay to Firestone and said persons their reasonable expenses, including but not limited to, reasonable attorney's fees and reasonable expert witness fees, incurred in defending any such suit, action or claim. Owner's obligation herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents, or servants of Firestone or conformance with requirements imposed by Firestone, said obligation of Owner shall be limited to suits, actions, or claims based upon conduct prior to Final Acceptance by Firestone of the construction work. Owner acknowledges that Firestone's review and acceptance of plans for development of the Development is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and no specific relationship with or duty of care to, Owner or third parties is assigned by such review acceptance.

E. Recording Agreement

Firestone shall record this Agreement at Owner's expense in the office of the Clerk and Recorder, County of Weld, State of Colorado, and Firestone shall retain the recorded Agreement.

F. Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of 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. Owner shall not be released from its obligations hereunder until written notice to the Town Administrative Official of the assignment of said obligations to a successor, accompanied by written acceptance of such obligations by the successor, have been received by Firestone and consent to such assignment by Firestone as required by Paragraph X.H has been granted. This Agreement shall be recorded with the County Clerk & Recorder of Weld County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

G. Assignment, Delegation and Notice

Owner shall provide to the Town Administrative Official, for consent, written notice of: 1) any proposed transfer of title to all or any portion of the Development, 2) arrangements for delegation or transfer of the Improvement obligations hereunder to any successor, and 3) successor's written acceptance of such Improvement obligations. Notwithstanding the forgoing, Owner may sell developed lots or all of the multi-family tracts without Firestone's consent, provided that the purchaser deposits with Firestone all guaranties, security and sureties required under this Agreement. Until the Town Administrative Official provides written consent to the assignment, Owner and Owner's successors and assigns shall be jointly and severally liable for the assigned Improvement obligations. Firestone may withhold its consent in the event it reasonably determines that the Improvement obligations or any constituent element of this Agreement may not be fulfilled through assignment or that the benefit of Firestone's bargain under this Agreement may be materially and adversely impaired by such assignment.

H. Modification and Waiver

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any sections of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

I. Addresses for Notice

Any notice or communication required or permitted thereunder shall be given in writing and shall be personally delivered, or sent by United States mail, postage, prepaid, registered or certified mail, return receipt requested, addressed as follows:

Firestone:	Owner:
Town of Firestone	{Owner Name}
Town Manager	{Owner's Contact Name & Title}
P.O. Box 100	{Owner's Address}
Firestone, CO 80520	{Owner's City, State Zip Code}
William P. Hayashi	{Owner's Attorney Name}
Williamson and Hayashi, LLC	{Owner's Attorney's Firm}
1650 38 th Street, Suite 103	{Firm's Address}
Boulder, CO 80301	{Firm's City, State Zip Code}

With a copy to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices shall be effective upon mailing or personal delivery in compliance with this paragraph.

J. Force Majeure

Whenever Owner is required to complete construction, maintenance, repair, or replacement of improvements by an agreed upon deadline, Firestone shall grant a reasonable extension of time if the performance cannot, as a practical matter, be completed in a timely manner due to Acts of God or other circumstances constituting force majeure or beyond the reasonable control of Owner.

K. Approvals

Whenever approval or acceptance of a matter is required or requested of Firestone pursuant to any provisions of the Agreement, Firestone shall act reasonably in responding to such matter.

L. Previous Agreements

All previous written agreements between the parties, their successors, and assigns, including, but not limited to, any Annexation, Pre-Annexation Agreement, or Development Agreement shall remain in full force and effect and shall control this Development. If any prior agreements conflict with this Agreement, then this Agreement controls.

M. Title and Authority

Owner warrants to Firestone that it is the record owner for the property within the Development. The undersigned further warrant having full power and authority to enter into this Agreement.

N. 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 ratified this 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 be declared invalid.

O. Legal Fees; Venue

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 costs incurred in enforcing the provisions of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Weld, State of Colorado.

P. Agreement Status After Final Acceptance

Upon Final Acceptance by Firestone of all improvements and compliance by Owner with all terms and conditions of this Agreement, and provided that no litigation or claim is pending relating to this Agreement, this Agreement, with the exception of any maintenance and reimbursement obligations, shall terminate and no longer be in effect.

Q. Enforceability

This Agreement is made only between the Owner and Firestone, or their successors and assigns, and is not intended to benefit, and may not be enforced by, any third parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TOWN OF FIRESTONE, COLORADO

By: _____
Drew Peterson, Mayor

ATTEST:

Kristi Bashor, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

OWNER:
{Owner Name}

By: _____
 {Name}

Title: {Title}

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
202__, by {Name}, as {Title} of {Owner Name}.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBITS LIST

EXHIBIT A – {FINAL PLAT NAME} FINAL PLAT

EXHIBIT B – PUBLIC IMPROVEMENT SCHEDULE

EXHIBIT C – PUBLIC IMPROVEMENT REIMBURSEMENT SCHEDULE

EXHIBIT D – PHASING PLAN

EXHIBIT E – LANDSCAPE MAINTENANCE MAP

EXHIBIT F – METROPOLITAN DISTRICT DISCLOSURE

EXHIBIT G – OIL & GAS DISCLOSURE

EXHIBIT A

{Final Plat Name} Final Plat

DRAFT

EXHIBIT B

Public Improvement Schedule

DRAFT

EXHIBIT C

Public Improvement Reimbursement and Fee In Lieu Schedule

Reimbursements due Owner:

- 1.

Reimbursements due Firestone:

- 1.

Reimbursements due Others:

- 1.

Fee In Lieu due Firestone:

- 1.

EXHIBIT D

Phasing Plan

DRAFT

EXHIBIT E

Landscape Maintenance Map

DRAFT

EXHIBIT F

Metropolitan District Disclosure

The undersigned, being the purchasers identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, _____ (name of subdivision), Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgments and agreements are given in consideration of and as a condition to Seller’s agreement to sell to the undersigned the Lot and the home to be constructed thereon:

Purchaser acknowledges that the Lot being purchased is within the boundaries of the _____ Metropolitan District, a special taxing district (the “District”). The District has issued or expects to issue general obligation bonds that are paid by revenues produced from annual ad valorem property tax levies imposed on all of the taxable real and personal property within the District. The Purchaser has been advised and hereby acknowledges that it has been advised that financing plans of the District are available and detail the proposed or existing ad valorem property tax mill levies of the District servicing such indebtedness, and the potential for an increase in such mill levies.

Purchaser acknowledges that the additional ad valorem property tax mill levies imposed by the District are in addition to other ad valorem taxes imposed by other taxing entities against said Lot.

The following examples compare the tax impacts between a property within the boundaries of a District levying an annual ad valorem property tax mill levy of 50 mills, and a property not within the boundaries of a District. This example is based on a single-family residence on a property with an Actual Value (as determined by the County Assessor) of \$300,000.

PROPERTY WITHIN DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
METROPOLITAN DISTRICT	50	1321.76
TOTAL	157	3876.92

PROPERTY WITHOUT DISTRICT

TAXING AUTHORITY	MILL LEVY	TAX AMOUNT
COUNTY	25	597.00
SCHOOL DISTRICT	48	1146.24
TOWN	18	429.84
FIRE	12	286.56
LIBRARY	4	95.52
TOTAL	107	2555.16

IN WITNESS WHEREOF, the undersigned has/have executed this Metropolitan District Disclosure this ____ day of _____, 20__.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT G

OIL AND GAS DISCLOSURE

The undersigned, being the purchaser(s) identified in that certain _____ (“Purchase Contract”) dated _____, 20____, between _____, a _____, as seller, and the undersigned, as purchaser, with respect to Block _____, Lot _____, {Final Plat Name}, Town of Firestone, County of Weld, State of Colorado (the “Lot”) do hereby acknowledge and agree as follows, which acknowledgements and agreements are given in consideration of and as a condition of Seller’s agreement to sell the undersigned the Lot and the home to be constructed thereon:

The undersigned hereby acknowledges the current existence of oil and gas wells and related well facilities (and the possibility of additional future wells and facilities) located within the real property encompassed by the {Final Plat Name} subdivision plat(s) (“Plat”). The locations of the current and possible future oil and gas wells and related well facilities are identified on the {Final Plat Name} Final Plat, as amended from time to time. In addition to the foregoing, other oil and gas interests affecting the property may exist which may or may not be recorded in the real property records. The oil and gas leases and other interests generally permit certain surface activity on the premises which activity may include drill sites, gathering pipelines, production sites and facilities, and access roads, all as further described in the oil and gas leases and other documents affecting the premises.

The undersigned acknowledge that neither they nor Seller will own any interest in the oil and gas or mineral estate underlying the property comprising {Final Plat Name}. There may be ongoing oil and gas operation and production of oil and gas within {Final Plat Name}, including in the vicinity of the Lots, as well as the existence of pipeline easements and access routes across portions of {Final Plat Name}. Additional oil and gas wells may be drilled, and oil and gas operations and production will likely take place within {Final Plat Name}, including in the vicinity of the Lots, which oil and gas production will affect portions of the surface of the real property comprising {Final Plat Name}. Heavy drilling equipment will be used in connection with the operation and drilling of oil and gas wells within {Final Plat Name} and in conjunction with any production obtained from successor wells. Such operations may be conducted on a 24 hour/seven days a week basis. Owners of real property within {Final Plat Name} will be bound by the terms and provisions of surface use agreements entered into between the surface owners or developer of the land and certain oil and gas owners and/or operators. These surface use agreements contain waivers, including a waiver of surface damage payments, a waiver of setback and waivers of other requirements contained in the Rules and Regulations of the Colorado Oil and Gas Conservation Commission, as well as a waiver of the right by an owner of any portion of the surface of the real property within {Final Plat Name} to object in any forum to the use by oil and gas companies of a portion of the surface of the real property within {Final Plat Name}.

The undersigned acknowledges and recognizes the existence of such oil and gas leases and other interests, and the surface activity associated with such oil and gas leases, and the undersigned,

to the extent it owns or becomes the owner of real property in {Final Plat Name}, assume the risk of owning property near or adjacent to an oil and gas well operation. Such risks include, without limitation, injury or damage to person and/or property arising out of, or resulting from the drilling, operation and maintenance of an oil and gas well; noise associated with an oil and gas well operation; explosion and fire; leakage of oil and/or gas from drilling or production facilities; vehicles servicing the oil and gas site.

IN WITNESS WHEREOF, the undersigned has/have executed this Oil and Gas Well disclosure the ____ day of _____, 20____.

Purchaser

Purchaser

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 5.e

Consent Agenda

Meeting Date: October 25, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Cancellation of the November 22, 2023, and December 27, 2023, Board of Trustees Meeting

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.a

Land Development

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-113: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 of the Firestone Development Code and C.R.S. 31-12-101, et. seq., as amended, and recommends the Board of Trustees approve draft Resolution 23-113, a resolution adopting Findings of Fact favorable to the CR 9.5 Annexation application.

SUMMARY

The Town of Mead has submitted a petition for annexation for a portion of Weld County Road 9.5 from CR 28 south to the existing boundary between the Towns of Firestone, totaling 3.53 acres, of unincorporated Weld County into the Town of Firestone. This portion of the right-of-way was previously incorporated into the Town of Mead but was disconnected on July 13, 2020, by Town of Mead Ordinance No. 937.

This is a Public Hearing regarding the next step in allowing for the proposed "CR 9.5 Annexation" to occur. The Annexation application was processed in accordance with Section 7.3, Annexations, of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees accepted the petition for annexation and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established October 25, 2023, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

The Board of Trustees previously approved an Intergovernmental Agreement (IGA) with the Town of Mead on January 14, 2015, which assigned maintenance responsibility for this right-of-way to the Town of Firestone. It was later determined that the best way to proceed was for the right-of-way to be disconnected from the Town of Mead and annexed into the Town of Firestone.

ATTACHMENTS

1. Resolution 23-113

2. WCR 9.5 Petition for Annexation
3. WCR 9.5 Annexation Map

RESOLUTION NO. 23-113

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of C.R.S. § 31-12-107(a), by duly adopted Resolution No. 23-92; and

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks, and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the Town Board of Trustees has completed a public hearing on October 25, 2023, to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and C.R.S. §§ 31-12-104; -105, to establish eligibility for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Town Board of Trustees hereby finds and concludes with regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town and, thus, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The Town Board of Trustees further finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area to be annexed.

Section 3. An election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 4. Based on the foregoing finding and conclusions, the Board of Trustees finds that the proposed annexation complies with C.R.S. §§ 31-12-104; -105, and that the subject property is eligible for annexation to the Town of Firestone.

INTRODUCED, READ AND ADOPTED this ____ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

The undersigned ("**Petitioner**"), in accordance with the Municipal Annexation Act of 1965 as set forth in C.R.S. § 31-12-101 et seq., as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Firestone, Colorado ("**Board**"), to annex to the Town of Firestone ("**Town**") the unincorporated territory located in the County of Weld, State of Colorado, which property is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

The Property may be generally described as the Weld County Road 9-1/2 Annexation to the Town of Firestone.

In support of this Petition for Annexation ("**Petition**"), Petitioner alleges that:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The requirements of C.R.S. §§31-12-104 and 31-12-105 of the Annexation Act exist or have been met.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
4. A community of interest exists between the Property and the Town.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or is capable of being integrated with the Town.
7. Petitioner comprises more than fifty percent (50%) of the landowners in the Property owning more than fifty percent (50%) of the Property, excluding public streets, and alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown on the annexation map submitted herewith and attached as **Exhibit C**, and as more fully described in Paragraph 16 below.
8. The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition. The Property was disconnected from the Town of Mead pursuant to Ordinance No. 937 dated July 13, 2020 ("Disconnection Ordinance"). A copy of the Disconnection Ordinance was recorded on August 30, 2023 at Reception No. 4917988 in the Weld County real property records ("County Records"). In addition, that certain "Disconnection Map Weld County Road 9-1/2" was recorded on August 30, 2023 at Reception No. 4917989 in the County Records.
9. The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.

10. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, the proposed annexation will not extend the municipal boundary of the Town more than three (3) miles in any direction from any point of the current municipal boundary.

11. The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

12. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(b) comprising twenty (20) acres or more and together with buildings and improvements situate thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation, is included in the Property without the written consent of the landowner or landowners.

13. If a portion of a platted street or alley is to be annexed, the entire width thereof is included within the Property.

14. The land owned by Petitioner constitutes one hundred percent (100%) of the Property within the meaning of C.R.S. § 31-21-107(1)(g) of the Annexation Act.

15. The affidavit of the circulator of this Petition certifying that the signature(s) on this Petition is the signature of each person whose name it purports to be and certifying the accuracy of the date of such signature(s) is attached hereto as **Exhibit B** and is incorporated herein by this reference.

16. This Petition is accompanied by four (4) copies of an annexation map which have been prepared by a professional surveyor and submitted to the Town Clerk. An 11 x 17 copy of the annexation map is attached to this Petition as **Exhibit C** for reference. The annexation map contains, among other things, the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Firestone abutting the Property.

17. That the proposed annexation of the Property complies with Section 30 of Article II of the Colorado Constitution.

THEREFORE, Petitioner requests that the Board of Trustees of the Town of Firestone, Colorado, complete and approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Respectfully submitted this 1 day of SEPTEMBER, 2023.

Signature of Petitioner:

TOWN OF MEAD

By: Colleen G. Whitlow

Colleen G. Whitlow, Mayor, authorized
pursuant to Ordinance No. 937

Date of Signature: 1 SEPTEMBER, 2023

Mailing Address:

Mead Town Hall
441 Third Street
Mead, CO 80542

EXHIBIT A
TO PETITION FOR ANNEXATION

Legal Description of Property

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

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THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

EXHIBIT B
TO PETITION FOR ANNEXATION

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That he/she was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, and that the signature of the petitioner(s) thereon was witnessed by the circulator and is the true and original signature of the person whose name its purports to be, and that the date of such signature is correct.



Signature of petition circulator

Name of circulator (printed):



STATE OF COLORADO)
) ss.
COUNTY OF WELD)



1st The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this day of September, 2023, by Danelle Rivera.

Witness my hand and official seal.

My commission expires:

October 27, 2026



Notary Public

EXHIBIT C
TO PETITION FOR ANNEXATION

Annexation Map

An 11 x 17 version of the annexation map is attached hereto. Four (4) full size copies of the annexation map have been provided to the Town Clerk of the Town of Firestone.

ANNEXATION MAP
WELD COUNTY ROAD 9-1/2
LOCATED IN SECTIONS 26 AND 35, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 58.57 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 35.89 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,313 SQUARE FEET, OR 3.52 ACRES, MORE OR LESS.

THE TOWN OF MEAD HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE DISCONNECTED FROM THE TOWN LIMITS OF THE TOWN OF MEAD BY ORDINANCE NO. _____ THIS _____ DAY OF _____, 2020, IN ACCORDANCE WITH SECTION 16-8-130 OF THE MEAD MUNICIPAL CODE.

TOWN OF MEAD

BY: _____
MAYOR

STATE OF COLORADO)
COUNTY OF WELD)ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

A.D. 20____ BY _____ AS _____
FOR THE TOWN OF MEAD, COLORADO

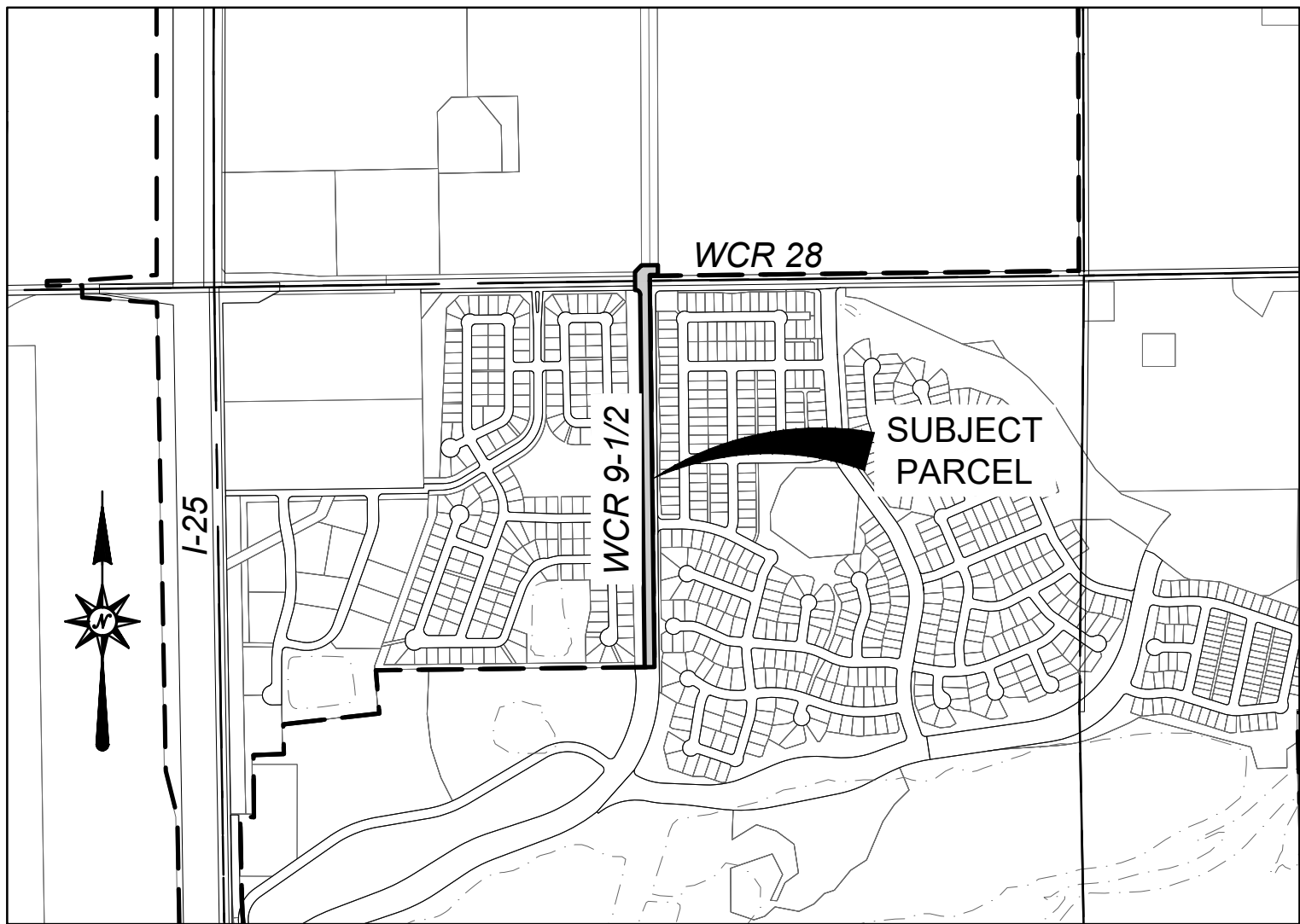
SURVEY CERTIFICATION

I, BRIAN C. RITZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCEL SHOWN HEREON IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(d), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.



BRIAN C. RITZ, PLS
COLORADO REG. NO. 38452
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.



VICINITY MAP
SCALE: 1"=1000'

CONTIGUITY

TOTAL PERIMETER OF AREA TO BE ANNEXED	5,280.93'
CONTIGUITY WITH EXISTING TOWN LIMITS	2,443.49'
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)	880.16'
CONTIGUITY EXCEEDING 1/6 MINIMUM REQUIREMENT	1,563.33'
AREA OF ANNEXATION	3.52 ACRES

APPLICANT
TOWN OF MEAD
441 THIRD STREET
P.O. BOX 626
MEAD, COLORADO 80542
970-535-4477
ATTN.: TOWN OF MEAD MAYOR

TECHNICAL CONSULTANT
ATWELL, LLC
143 UNION BLVD. #700
LAKEWOOD, COLORADO 80228
303-462-1100
ATTN.: MICHAEL MCGOLDRICK, PE
mmcgoldrick@atwell-group.com

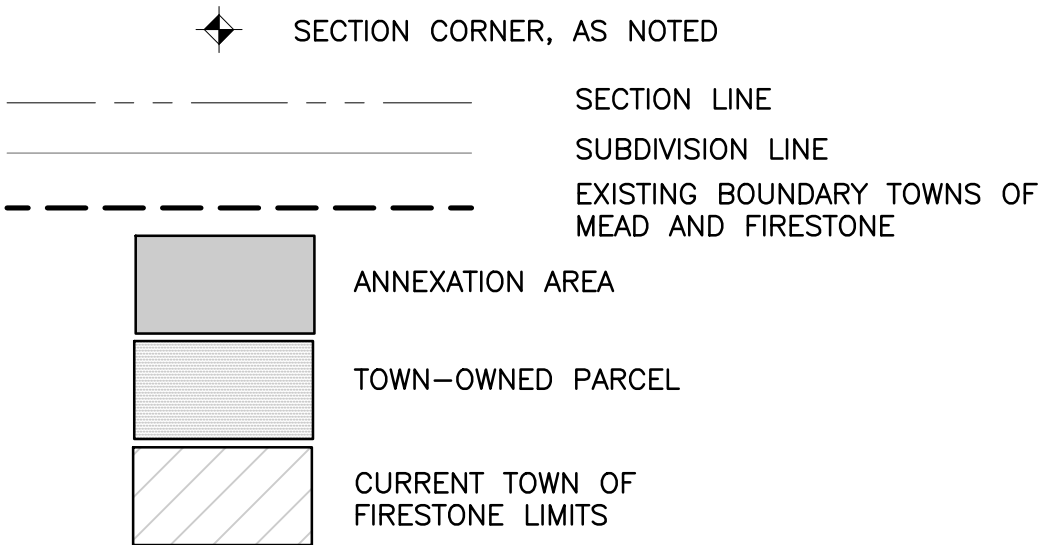
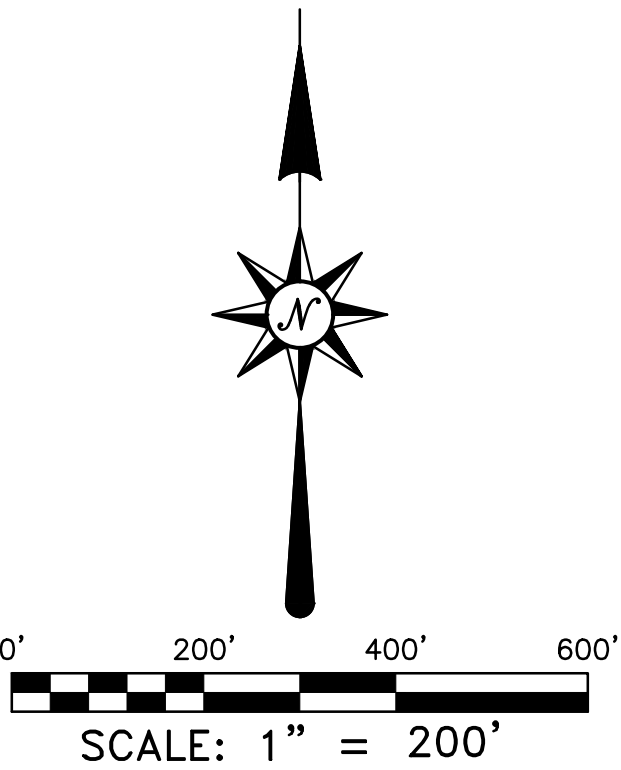
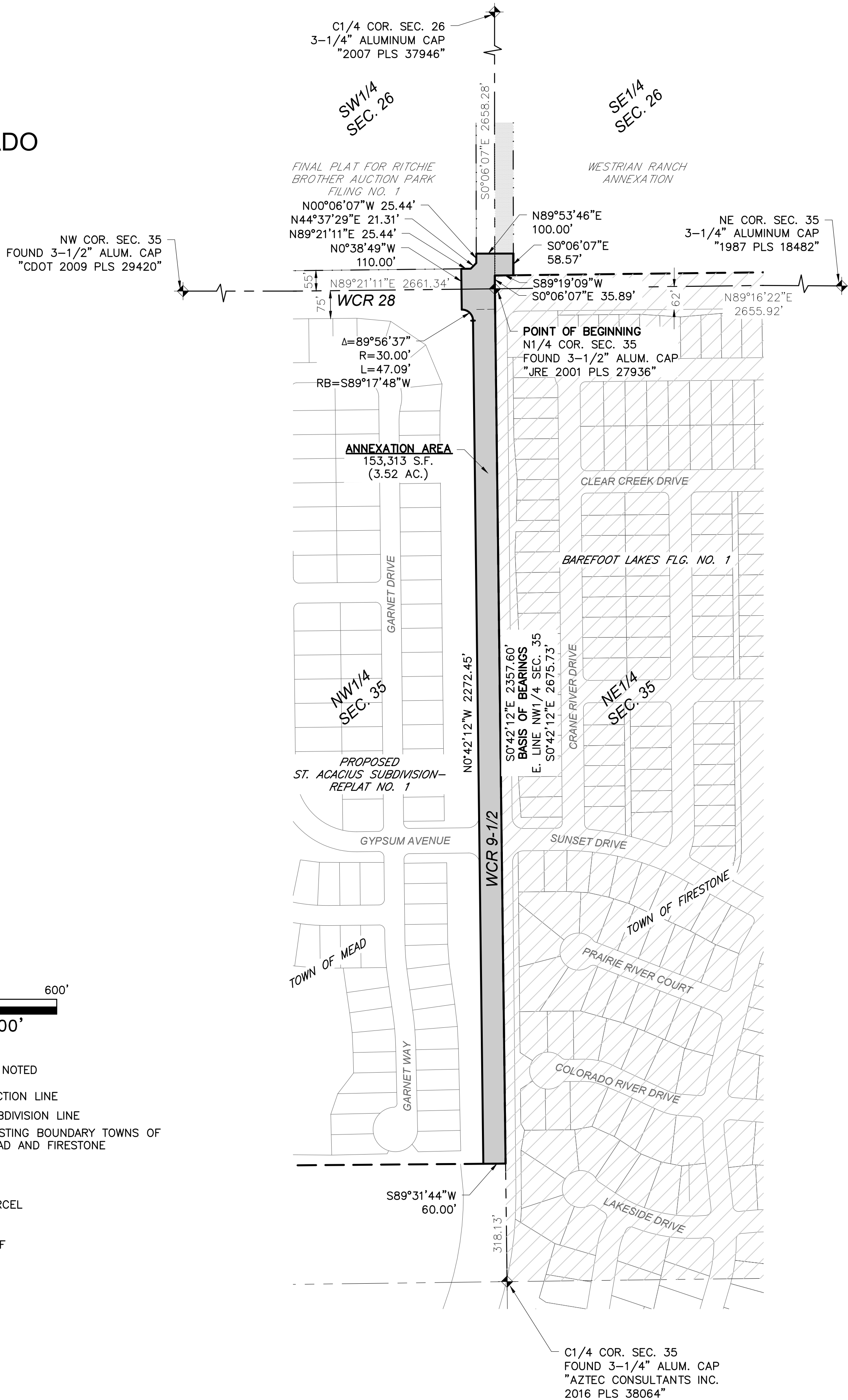
TOWN APPROVAL

THIS IS TO CERTIFY THAT "WELD COUNTY ROAD 9-1/2" WAS APPROVED ON THE _____ DAY OF _____

20____ BY ORDINANCE NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST TOWN CLERK _____



REVISIONS

REVISED 06/18/2020
REVISED 07/06/2020



SHEET
1
OF 1

FILE NO. WCR 9.5 ANNEX
DATE 06/04/2020
DRAWN BY TWK
CHECK BY BCR
JOB NO. 19001914

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.b

Land Development

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1034: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CR 9.5 ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 of the Firestone Development Code, and C.R.S. 31-12-101, et. seq., as amended, and recommends the Board of Trustees approve draft Ordinance 1034, an ordinance approving the CR 9.5 Annexation application.

SUMMARY

The Town of Mead has submitted a petition for annexation for a portion of Weld County Road 9.5 from CR 28 south to the existing boundary between the Towns of Firestone, totaling 3.53 acres, of unincorporated Weld County into the Town of Firestone. This portion of the right-of-way was previously incorporated into the Town of Mead but was disconnected on July 13, 2020, by Town of Mead Ordinance No. 937.

The draft ordinance annexes the CR 19 Annexation into the Town of Firestone. No annexation agreement is proposed as we already have maintenance responsibility per an Intergovernmental Agreement (IGA) with the Town of Mead approved on January 14, 2015. The annexation application was processed in accordance with Section 7.3, Annexations of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established October 25, 2023, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

The Board of Trustees previously approved an Intergovernmental Agreement (IGA) with the Town of Mead on January 14, 2015, which assigned maintenance responsibility for this right-of-way to the Town of Firestone. It was later determined that the best way to proceed was for the right-of-way to be disconnected from the Town of Mead and annexed into the Town of Firestone.

ATTACHMENTS

1. Ordinance 1034
2. WCR 9.5 Annexation Map

ORDINANCE NO. 1034

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CR 9.5 ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, the Board of Trustees previously adopted Resolution 23-92, finding substantial compliance and initiating annexation proceedings for the CR 9.5 Annexation, as described therein and as described below; and

WHEREAS, the Board of Trustees previously adopted Resolution 23-113, setting forth findings of fact and determinations regarding the eligibility of CR 9.5 Annexation for annexation; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town of Firestone to annex the property to be known as CR 9.5 Annexation (the “Property”) to the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Board of Trustees hereby incorporates the findings of Resolution 23-92 and Resolution 23-113; the Board of Trustees further finds that the annexation of the Property is in compliance with the Municipal Annexation Act of 1965 and that it is in the best interests of the Town to annex the Property to the Town.

Section 3. The Property, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, is hereby annexed to the Town and made a part of the Town, to be known as the CR 9.5 Annexation, which annexation shall become effective upon completion of the conditions contained in C.R.S. § 31-12-113, including, without limitation, all required filings for recording with the Weld County Clerk and Recorder.

Section 4. That in annexing the Property to the Town, the Town does not assume any obligation regarding the construction of water mains, sewer lines, gas mains, electrical service lines, streets or any other service or utilities in connection with the Property hereby annexed, except as may be provided by ordinances of the Town.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 35;

THENCE ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35 SOUTH 0°42'12" EAST 2357.60 FEET;

THENCE DEPARTING SAID EAST LINE SOUTH 89°31'44" WEST 60.00 FEET;

THENCE NORTH 0°42'12" WEST 2272.45 FEET TO A POINT OF CURVATURE;

THENCE 47.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 89°17'48" WEST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 89°56'37" TO THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 28;

THENCE NORTH 0°38'49" WEST 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 28;

THENCE ON SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. NORTH 89°21'11" EAST 25.44 FEET;
2. NORTH 44°37'29" EAST 21.31 FEET TO THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 9-1/2;

THENCE ON SAID WEST RIGHT-OF-WAY LINE NORTH 00°06'07" WEST 25.44 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 89°53'46" EAST 100.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WELD COUNTY ROAD 9-1/2;

THENCE ON SAID EAST RIGHT-OF-WAY LINE SOUTH 0°06'07" EAST 64.46 FEET TO THE NORTH LINE OF THE TOWN OF FIRESTONE CITY LIMITS;

THENCE ON SAID NORTH LINE SOUTH 89°19'09" WEST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE DEPARTING SAID NORTH LINE AND ON SAID EAST LINE SOUTH 0°06'07" EAST 30.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 153,608 SQUARE FEET, OR 3.53 ACRES, MORE OR LESS.

ANNEXATION MAP
WELD COUNTY ROAD 9-1/2
LOCATED IN SECTIONS 26 AND 35, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AT THE NORTH END BY A FOUND 3-1/2" ALUMINUM CAP STAMPED "JRE 2001 PLS 27936" AND AT THE SOUTH END BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "AZTEC CONSULTANTS INC. 2016 PLS 38064". SAID EAST LINE BEARS SOUTH 0°42'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

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THE TOWN OF MEAD HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE DISCONNECTED FROM THE TOWN LIMITS OF THE TOWN OF MEAD BY ORDINANCE NO. _____ THIS _____ DAY OF _____, 2020, IN ACCORDANCE WITH SECTION 16-8-130 OF THE MEAD MUNICIPAL CODE.

TOWN OF MEAD

BY: _____
MAYOR

STATE OF COLORADO)
COUNTY OF WELD)ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

A.D. 20____ BY _____ AS _____
FOR THE TOWN OF MEAD, COLORADO

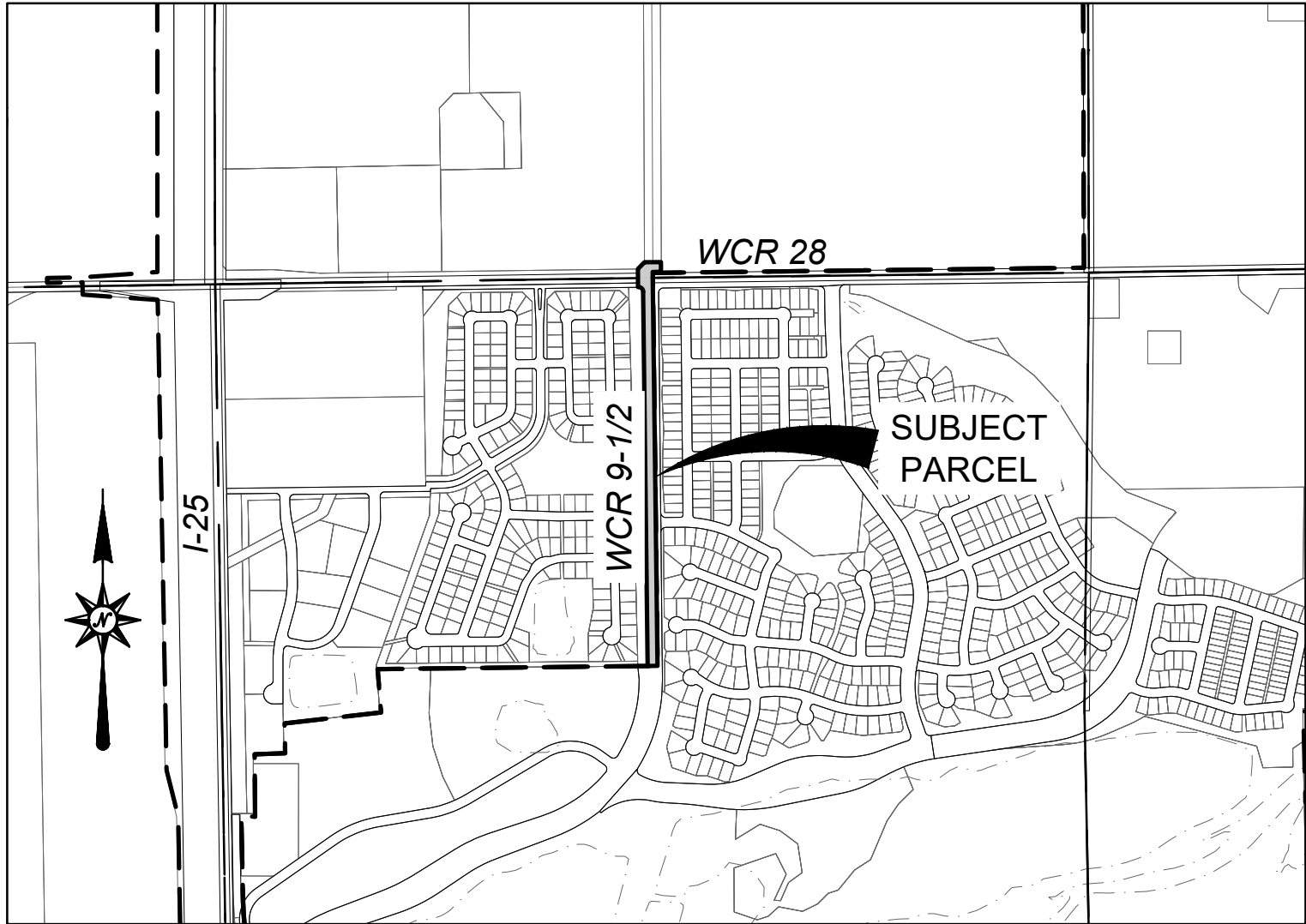
SURVEY CERTIFICATION

I, BRIAN C. RITZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF THE PARCEL SHOWN HEREON IS CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE, AND THAT THIS PLAT COMPLIES WITH SECTION 31-12-107(d), COLORADO REVISED STATUTES, CONCERNING ANNEXATION PLATS.



BRIAN C. RITZ, PLS
COLORADO REG. NO. 38452
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.



VICINITY MAP
SCALE: 1"=1000'

CONTIGUITY

TOTAL PERIMETER OF AREA TO BE ANNEXED	5,280.93'
CONTIGUITY WITH EXISTING TOWN LIMITS	2,443.49'
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)	880.16'
CONTIGUITY EXCEEDING 1/6 MINIMUM REQUIREMENT	1,563.33'
AREA OF ANNEXATION	3.52 ACRES

APPLICANT
TOWN OF MEAD
441 THIRD STREET
P.O. BOX 626
MEAD, COLORADO 80542
970-535-4477
ATTN.: TOWN OF MEAD MAYOR

TECHNICAL CONSULTANT
ATWELL, LLC
143 UNION BLVD. #700
LAKEWOOD, COLORADO 80228
303-462-1100
ATTN.: MICHAEL MCGOLDRICK, PE
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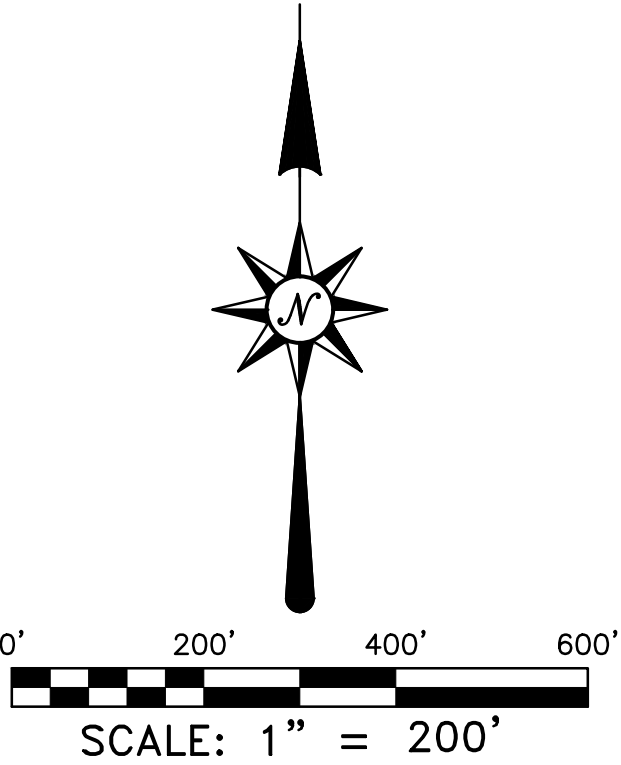
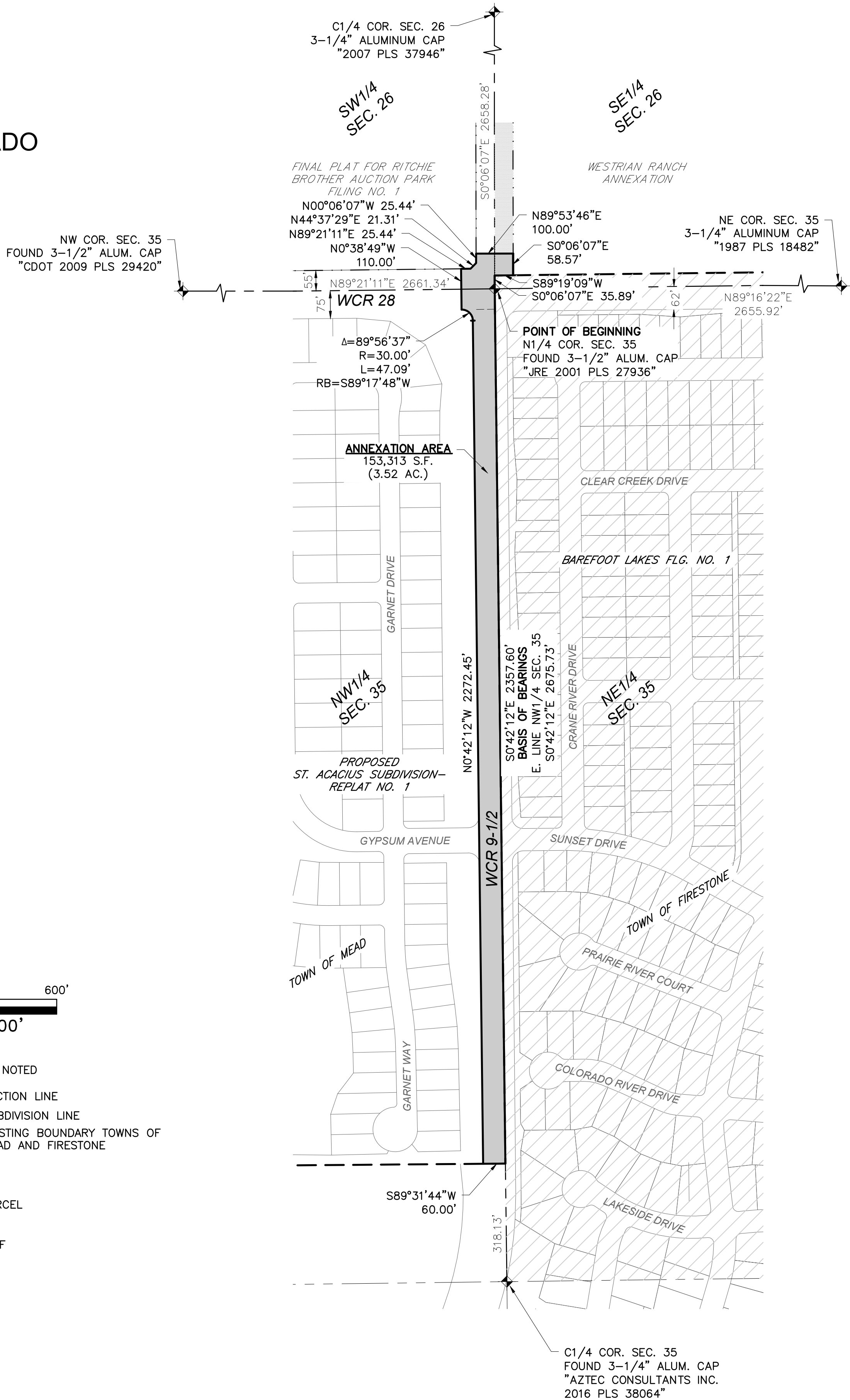
TOWN APPROVAL

THIS IS TO CERTIFY THAT "WELD COUNTY ROAD 9-1/2" WAS APPROVED ON THE _____ DAY OF _____

20____ BY ORDINANCE NO. _____, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN OF FIRESTONE HEREBY ACKNOWLEDGES SAID ANNEXATION UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST TOWN CLERK _____



SECTION CORNER, AS NOTED

SECTION LINE
SUBDIVISION LINE
EXISTING BOUNDARY TOWNS OF MEAD AND FIRESTONE
ANNEXATION AREA
TOWN-OWNED PARCEL
CURRENT TOWN OF FIRESTONE LIMITS



REVISIONS

REVISED 06/18/2020
REVISED 07/06/2020

SHEET
1
OF 1

FILE NO. WCR 9.5 ANNEX
DATE 06/04/2020
DRAWN BY TWK
CHECK BY BCR
JOB NO. 19001914

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.c

Land Development

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Resolution 23-114: A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 of the Firestone Development Code and C.R.S. 31-12-101, et. seq., as amended, and recommends the Board of Trustees approve Resolution 23-114, a resolution adopting Findings of Fact favorable to the CDOT Mobility Hub Annexation application.

SUMMARY

This is a Public Hearing regarding the next step in allowing for the proposed "CDOT Mobility Hub Annexation" to occur.

The Colorado Department of Transportation (CDOT), as the owner of certain property in Section 6 and Section 11, Township 2 North, Range 68 West of the 6th Principal Meridian, has submitted a petition for annexation for 5.416 acres of unincorporated Weld County into the Town of Firestone. The Annexation application was processed in accordance with Section 7.3, Annexations, of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established October 25, 2023, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

ATTACHMENTS

1. Resolution 23-114
2. CDOT Mobility Hub Petition for Annexation
3. CDOT Mobility Hub Annexation Map

RESOLUTION NO. 23-114

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, TO THE TOWN OF FIRESTONE, COLORADO

WHEREAS, the Board of Trustees of the Town of Firestone, Colorado, has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of C.R.S. § 31-12-107(a), by duly adopted Resolution No. 23-93; and

WHEREAS, the Town Clerk has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks, and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed; and

WHEREAS, the Town Board of Trustees has completed a public hearing on October 25, 2023, to determine if the proposed annexation complies with Article II, Section 30 of the Colorado Constitution and C.R.S. §§ 31-12-104; -105, to establish eligibility for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Town Board of Trustees hereby finds and concludes with regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town and, thus, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The Town Board of Trustees further finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area to be annexed.

Section 3. An election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 4. Based on the foregoing finding and conclusions, the Board of Trustees finds that the proposed annexation complies with C.R.S. §§ 31-12-104; -105, and that the subject property is eligible for annexation to the Town of Firestone.

INTRODUCED, READ AND ADOPTED this ___ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

TWO AREAS OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 N, RANGE 68 W, OF THE 6TH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.8 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

PARCEL DESCRIPTION (AREA A)

1. THENCE ALONG SAID ANNEXATION AND THE COWBOY CORRAL ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3461534, DATED 3/13/07, S00°09'17"E, A DISTANCE OF 78.31 FEET TO A POINT ON THE LAMBERTSON ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3502678, DATED 09/07/07;
2. THENCE AROUND SAID LAMBERTSON ANNEXATION, S02°27'44"E, A DISTANCE OF 372.10 FEET;
3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING OF A;

THE ABOVE DESCRIBED AREA CONTAINS 188,897 SQ. FT. (4.336 ACRES), MORE OF LESS.

AND BEGINNING AT POINT OF BEGINNING A; THENCE S00°09'17"E, A DISTANCE OF 78.31 FEET; THENCE S02°27'44"E, A DISTANCE OF 372.10 FEET; THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET; THENCE S19°27'41"W, A DISTANCE OF 80.87 FEET TO POINT OF BEGINNING B;

PARCEL DESCRIPTION (AREA B)

1. THENCE CONTINUING ALONG SAID LAMBERTSON ANNEXATION, S19°27'41"W, A DISTANCE OF 270.00 FEET;
2. THENCE S11°13'03"W, A DISTANCE OF 343.47 FEET;
3. THENCE S72°44'43"E, A DISTANCE OF 144.50 FEET TO A POINT ON SAID COWBOY CORRAL ANNEXATION;
4. THENCE S39°28'31"W, A DISTANCE OF 311.91 FEET;
5. THENCE S05°22'12"W, A DISTANCE OF 294.59 FEET;
6. THENCE LEAVING SAID COWBOY CORRAL ANNEXATION, N, N83°38'05"W, A DISTANCE OF 29.19 FEET;
7. THENCE N07°18'39"E, A DISTANCE OF 286.35 FEET;
8. THENCE N11°03'13"E, A DISTANCE OF 528.81 FEET;
9. THENCE N11°44'51"E, A DISTANCE OF 172.42 FEET;
10. THENCE E N27°31'09"E, A DISTANCE OF 217.99 FEET TO POINT OF BEGINNING B

THE ABOVE DESCRIBED AREA CONTAINS 47,019 SQ. FT. (1.079 ACRES), MORE OR LESS.

THE TOTAL ABOVE DESCRIBED PARCELS COMBINED CONTAIN 235,915 SQ. FT. (5.416 ACRES), MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the Town of Firestone and its Board of Trustees for annexation to the Town of Firestone of the unincorporated territory, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Weld and the State of Colorado, and to be known as the Firestone Longmont Mobility Hub Annexation to the Town of Firestone.

As part of this petition, your petitioners further state to the Board of Trustees that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the Town of Firestone.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:
 - a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Firestone or will be contiguous with the Town of Firestone within such time as required by Section 31-12-104.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Firestone.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Firestone.
 - e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.
 - f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two

hundred thousand dollars (\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.

- g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.
 - h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
 - i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Firestone more than three miles in any direction from any point of the boundary of the Town of Firestone in any one year.
 - j. The territory proposed to be annexed is 5.416 acres in total area.
 - k. Prior to completion of the annexation of the area proposed to be annexed, a plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town of Firestone; and the proposed land uses for the area; such plan to be updated at least once annually.
 - l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town of Firestone but is not bounded on both sides by the Town of Firestone.
 - m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.
3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the

facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. Accompanying this petition are four copies of an annexation map containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Firestone and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the Town of Firestone, except for general property taxes of the Town of Firestone, which shall become effective as of the January 1 next ensuing.
6. The zoning classification requested for the area proposed to be annexed is RC.

The petitioners agree that said annexed land shall be brought under the provisions of Title 16 of the Firestone Municipal Code within ninety (90) days from the effective date of the annexation ordinance.

7. There shall be no duty or obligation upon the Town of Firestone to furnish water or sanitary sewer facilities to the area proposed to be annexed. Such services will be provided at such time, in the sole discretion of the Town, when such services for water and sanitary sewer can be economically and reasonably installed to service a sufficient number of inhabitants within the area so as to make the construction and establishment of such services feasible and at no additional cost for the same or similar type of services provided to inhabitants within the existing corporate limits of the Town.
8. If required by the Town, an annexation agreement has been or will be executed by the petitioners herein and the Town of Firestone relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the Town of Firestone, acting through its Board of Trustees, approve the annexation of the area proposed to be annexed.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Firestone, Colorado, consisting of pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.


Keith Sheaffer - Circulator

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 11th day of September 2023.

Witness my hand and official seal.

My commission expires on: 7-21-2025

BERTHA A. JAIMES
Notary Public - State of Colorado
Notary ID 20134025434
My Commission Expires July 21, 2025


Notary Public

10001 10th St
Address

Janney, CO 80034

(SEAL)

SIGNATURE SHEET

Signature of Landowner / Petitioner	Date of signing of Each Signature	Mailing Address of Landowner / Petitioner	Are you a registered elector, resident landowner of the area proposed to be annexed? (Yes or No)	Are you an authorized agent of the area proposed to be annexed? (Yes or No)	See Exhibit <u>A</u> attached hereto and incorporated into this petition by this reference for the legal description of the land owned by this signer
Adnana Murtic Professional Engineer I, on behalf of Colorado department of Transportation		2829 W Howard Pl, Denver, CO 80204	n/a	Yes	Attached /

**A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 11
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
AN-22-034 / ±5.416 ACRES**

202
NORTHWEST CORNER, SEC 11
T2N, 68W, 6TH PM

KNOW ALL MEN BY THESE PRESENTS, THAT _____, of
_____, BEING THE SOLE OWNER AND PROPRIETOR OF THE FOLLOWING
DESCRIBED LAND TO WIT:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.89 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

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2. THENCE AROUND SAID LAMBERTSON ANNEXATION, S02°27'44"E, A DISTANCE OF 37.10 FEET;
3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A₂;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
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6. THENCE N43°52'35"E, A DISTANCE OF 78.82 FEET;
7. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING A₁;

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THE TOTAL ABOVE DESCRIBED PARCELS COMBINED CONTAINS 235,915 SQ. FT. (5.416 ACRES) MORE OR LESS.

OWNER

State of _____)
County of _____) ss

MY COMMISSION EXPIRES: _____

TOTAL PERIMETER OF AREA TO BE ANNEXED .. 4267.89

CONTIGUITY WITH TOWN LIMITS 2,302.09

MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)711.32

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY CDOT SURVEY CREW AND COMPLETED IN January 2020.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS ANNEXATION MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY".
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY STATU-
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PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

I, PETER T. SULMEISTER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF FIRESTONE.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS 6TH DAY OF OCTOBER 2022.

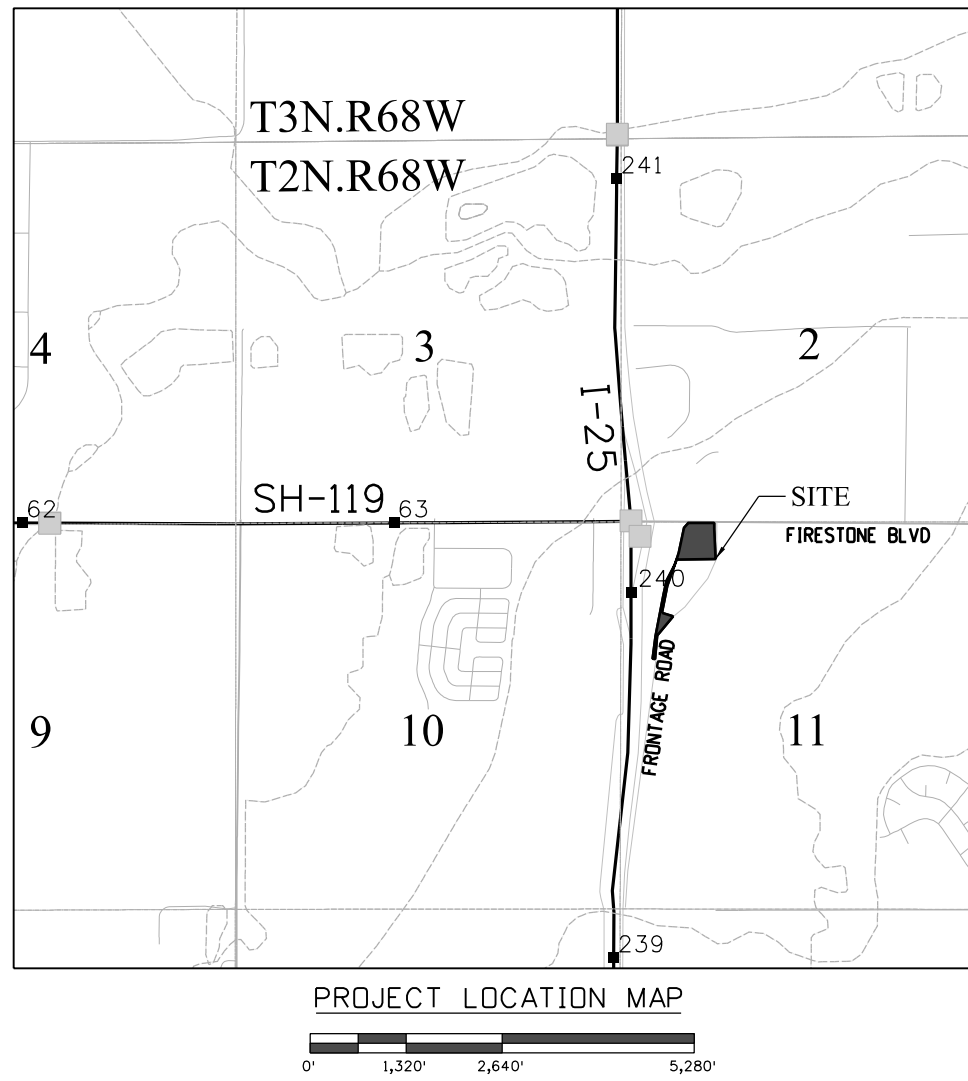
BY: PETER T. SULMEISTERS, PLS NO. 28290
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF CDOT.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD LAND OF LICENSURE FOR ARCHITECTS,
PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD
"CERTIFY" AS USED HEREON MEANS AN EXPRESSION PROFESSIONAL OPIN ON AND DOES NOT
CONSTITUTE A WARRANTY OR GAURENTEE, EXPRESSED OR IMPLIED. THE SURVEY
REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION
IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY
KNOWLEDGE, INFORMATION AND BELIEF.

THIS IS TO CERTIFY THAT THE FIRESTONE LONGMONT MOBILITY HUB ANNEXATION WAS APPROVED ON THE ____ DAY OF _____ 20__ BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

ATTEST: TOWN CLERK

[illegible]

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 6.d

Land Development

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1035: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CDOT MOBILITY HUB ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.3 and Section 7.15 of the Firestone Development Code, and C.R.S. 31-12-101, et. seq., as amended, and recommends the Board of Trustees approve Ordinance 1035, approving the CDOT Mobility Hub Annexation application and approving an Annexation Agreement for said annexation between the Town and CDOT.

SUMMARY

The Colorado Department of Transportation (CDOT), as the owner of certain property in Section 6 and Section 11, Township 2 North, Range 68 West of the 6th Principal Meridian, has submitted a petition for annexation for 5.416 acres of unincorporated Weld County into the Town of Firestone.

The draft ordinance annexes the CDOT Mobility Hub Annexation into the Town of Firestone and also approves the corresponding annexation agreement between the Town and CDOT. The annexation application was processed in accordance with Section 7.3, Annexations, and Section 7.15 Annexation Agreement of the Firestone Development Code. Staff finds the application to be consistent with the Annexation approval criteria:

1. The Annexation is in compliance with the Municipal Annexation Act of 1965 (C.R.S. §31-12-101, et seq., as amended).

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established October 25, 2023, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

ATTACHMENTS

1. Ordinance 1035
2. CDOT Mobility Hub Annexation Map
3. CDOT Mobility Hub Annexation Agreement

ORDINANCE NO. 1035

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ANNEXING THE PROPERTY KNOWN AS THE CDOT MOBILITY HUB ANNEXATION TO THE TOWN OF FIRESTONE, COLORADO; AND APPROVING THE ASSOCIATED ANNEXATION AGREEMENT

WHEREAS, the Board of Trustees previously adopted Resolution 23-93, finding substantial compliance and initiating annexation proceedings for the CDOT Mobility Hub Annexation, as described therein and as described below; and

WHEREAS, the Board of Trustees previously adopted Resolution 23-114, setting forth findings of fact and determinations regarding the eligibility of CDOT Mobility Hub Annexation for annexation; and

WHEREAS, the Colorado Department of Transportation, who submitted the petition relating to the CDOT Mobility Hub Annexation, and the Town wish to agree to certain terms pertaining to the CDOT Mobility Hub Annexation; and

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Town of Firestone to annex the property to be known as CDOT Mobility Hub Annexation (the "Property") to the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Board of Trustees makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. The Board of Trustees hereby incorporates the findings of Resolution 23-93 and Resolution 23-114; the Board of Trustees further finds that the annexation of the Property is in compliance with the Municipal Annexation Act of 1965 and that it is in the best interests of the Town to annex the Property to the Town.

Section 3. The Property, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, is hereby annexed to the Town and made a part of the Town, to be known as the CDOT Mobility Hub Annexation, which annexation shall become effective upon completion of the conditions contained in C.R.S. § 31-12-113, including, without limitation, all required filings for recording with the Weld County Clerk and Recorder.

Section 4. The Annexation Agreement between the Colorado Department of Transportation and the Town of Firestone regarding the CDOT Mobility Hub Annexation is approved in substantially the same form as the copy attached hereto as **Exhibit B**. Upon the effective date of this Ordinance, the Mayor is authorized to execute such Agreement on behalf of the Town.

Section 5. That in annexing the Property to the Town, the Town does not assume any obligation regarding the construction of water mains, sewer lines, gas mains, electrical service lines, streets or any other service or utilities in connection with the Property hereby annexed, except as may be provided by ordinances of the Town.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

TWO AREAS OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 N, RANGE 68 W, OF THE 6TH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.8 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

PARCEL DESCRIPTION (AREA A)

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3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING OF A;

THE ABOVE DESCRIBED AREA CONTAINS 188,897 SQ. FT. (4.336 ACRES), MORE OF LESS.

AND BEGINNING AT POINT OF BEGINNING A; THENCE S00°09'17"E, A DISTANCE OF 78.31 FEET; THENCE S02°27'44"E, A DISTANCE OF 372.10 FEET; THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET; THENCE S19°27'41"W, A DISTANCE OF 80.87 FEET TO POINT OF BEGINNING B;

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EXHIBT B
(Annexation Agreement)

**A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 11
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO
AN-22-034 / ±5.416 ACRES**

202
NORTHWEST CORNER, SEC 11
T2N, 68W, 6TH PM

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OWNER

NOTARY CERTIFICATE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 20____.

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____

TOTAL PERIMETER OF AREA TO BE ANNEXED .. 4267.89

CONTIGUITY WITH TOWN LIMITS 2,302.09

MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER)711.32

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I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS 6TH DAY OF OCTOBER 2022.

BY: PETER T. SULMEISTERS, PLS NO. 28290
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF CDOT.

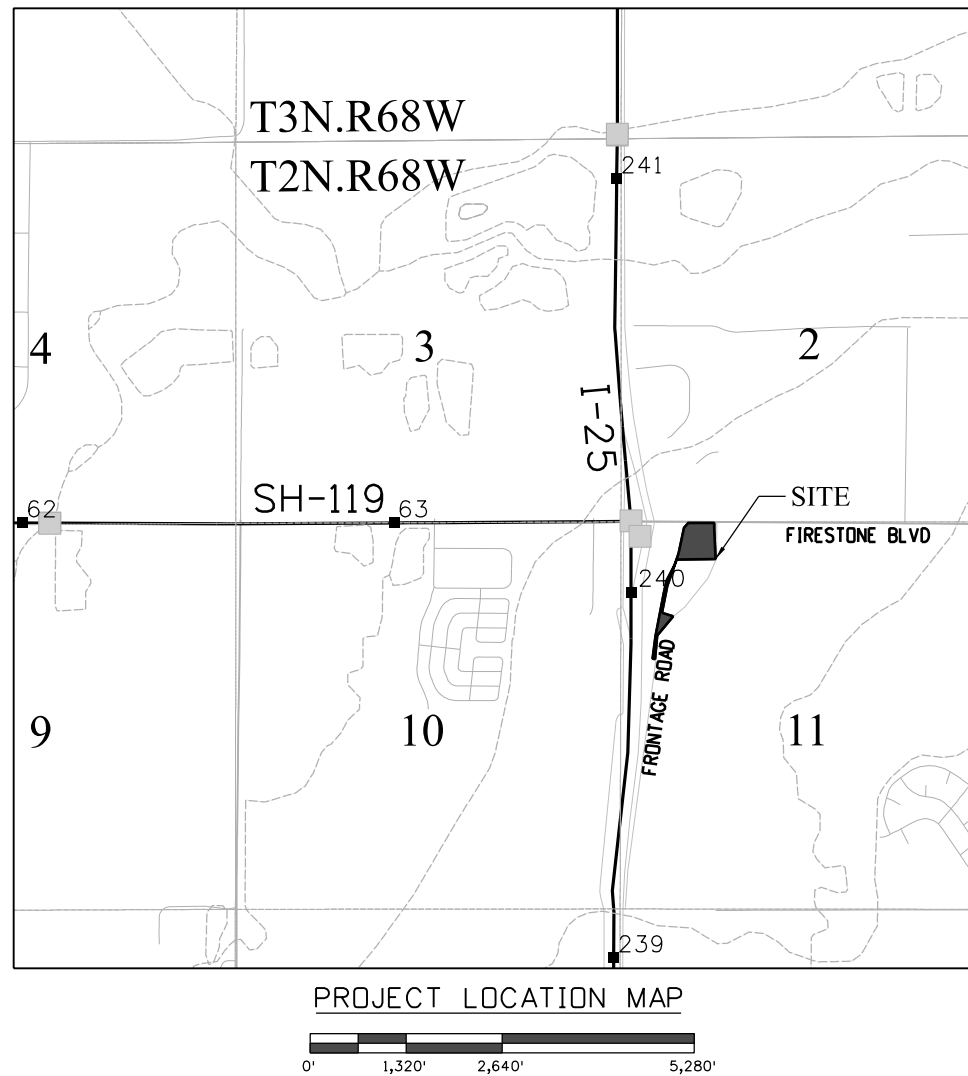
NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 16.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARENTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

THIS IS TO CERTIFY THAT THE FIRESTONE LONGMONT MOBILITY HUB ANNEXATION WAS APPROVED ON THE ____ DAY OF _____ 20__ BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES SAID ANNEXATION MAP UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

[illegible]

**FIRESTONE LONGMONT MOBILITY HUB
ANNEXATION AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2023, by and between **STATE OF COLORADO DEPARTMENT OF TRANSPORTATION**, (“Annexor”), whose legal address is 2829 W. Howard Place, Denver, Colorado, 80204 and the **TOWN OF FIRESTONE**, a Colorado municipal corporation, with a legal address of 9950 Park Avenue, Firestone, Colorado, 80504 (the “Town”). The Town and Annexor may be termed individually a “Party” or collectively the “Parties.”

WHEREAS, the Annexor holds fee title to more than fifty percent (50%) of the property to be annexed to the Town pursuant to the **FIRESTONE LONGMONT MOBILITY HUB ANNEXATION** and as more particularly described in **Exhibit A**, attached hereto, (hereinafter the “Annexation Property” or the “Property”); and

WHEREAS, the Annexor desires to have the Property annexed to and be subject to the jurisdiction of the Town, upon and subject to the terms and conditions set forth herein, all of which conditions are agreeable to the Annexor; and

WHEREAS, the Annexor intends to file a Petition to annex the Property to the Town; and

WHEREAS, the Parties desire to include in this Agreement certain provisions, understandings and agreements regarding the Property and its annexation; and

WHEREAS, the Town Board of Trustees has determined that it is in the best interest of the Town to annex the Property, to provide municipal services thereto, and to receive revenues, if applicable, from the Property upon the terms and conditions contained herein.

THEREFORE, in consideration of the recitals, promises, mutual covenants and agreements herein contained, the parties agree as follows:

1. Warranties of Parties.

(a) Annexor.

(i) Annexor is the legal and equitable owner of that certain portion of the Annexation Property, as more particularly described in **Exhibit A-1**.

(b) Town of Firestone

(i) The Town of Firestone is a Colorado statutory municipality and has the power to take all actions required to authorize this Agreement and to carry out the obligations hereunder.

2. Annexation. The annexation of the Annexation Property shall be in accordance

with the Colorado Municipal Annexation Act of 1965, as amended, the Firestone Municipal Code and all applicable laws.

(a) Conditions Precedent. Annexation of the Property shall not become effective, and neither the Annexor nor the Town shall record or cause to be recorded the items described in C.R.S. § 31- 12- 113(2)(a)(II)(A) or this Agreement, until all of the following conditions have been satisfied (it being acknowledged that the Town shall record the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

- (i) The Annexor and the Town have mutually executed and delivered this Agreement;
- (ii) The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Firestone Development Code; and
- (iii) The Board of Trustees approves Regional Commercial (RC) zoning for the Property.

(b) Failure of Conditions. Until the conditions precedent set forth in subparagraph 2.a have been satisfied, this document shall constitute an offer by the Annexor and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Annexor nor the Town shall record or cause to be recorded this Agreement or the items described in C.R.S. § 31- 12- 113(2)(a)(II)(A).

3. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Annexor upon the initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Firestone Development Code and Firestone Municipal Code, as amended.

4. Consent to Annexation. Annexor hereby consents to the annexation of the Property subject to the terms of any Petition for Annexation filed with the Town, pursuant to C.R.S. § 31- 12-107(1), and this Agreement.

5. Zoning.

(a) Annexor hereby consents to the zoning of the Property as Regional Commercial (RC), in accordance with the Town's established zoning designations. Initial zoning of the Property shall be considered simultaneously with the Petition for Annexation by the Town as allowed by the Colorado Municipal Annexation Act of 1965.

(b) Because the zoning of property in Colorado constitutes legislative action by a municipality, nothing in this Agreement shall be construed to be an agreement, commitment, or contract binding the Town to approval of any specific zoning. Moreover, nothing in this Paragraph shall constitute or be interpreted as a waiver or abrogation of the Town's legislative, governmental, or police powers to later rezone the Property to promote and protect the health, safety and general welfare of the Town or its inhabitants.

6. Application of Town Laws. Except as expressly provided herein, all Town ordinances, regulations, policies, and procedures, and all requirements contained in the Firestone Development Code and Firestone Municipal Code, currently in effect and as the same may be amended from time to time, shall be applicable to the use and development of the Property, upon annexation.

7. Water Services. The Town will provide water services to the Annexation Property, if Annexor satisfies all requirements of the Firestone Development Code or Firestone Municipal Code including, but not limited to, the dedication of water rights and/ or the payment of fees in lieu thereof, and the construction of water lines and facilities necessary to service the land use proposed for the Property.

(a) No Vested Rights. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANNEXOR HAS NO CLAIM OR ENTITLEMENT TO RECEIVE WATER UTILITY SERVICES FROM THE TOWN OR RIGHT TO ANY PORTION OF THE SUPPLY OF WATER OR CAPACITY IN THE TOWN'S WATER SYSTEM TO SERVE THE POTENTIAL MAXIMUM DEVELOPMENT OF THE PROPERTY OR FUTURE SUBDIVISION PHASES UNDER THIS AGREEMENT. Annexor acknowledges and agrees that no vested property rights are granted by this Agreement. Further, Annexor hereby waives and releases any common law vested rights, whether known or unknown, suspected, or unsuspected, contingent or fixed, relating to water treatment and conveyance capacity, which Annexor may or might hereafter have or acquire against the Town arising from or relating to the granting of any land-use approvals, building permits, certificates of occupancy, or the construction of public improvements.

(b) System Connection. Annexor acknowledges and agrees that capacity in the Town's water system may not be available or capable of serving the potential maximum development of the Property, and that the Town is not making and it expressly disclaims any express or implied warranty, representation, or commitment of any kind that the Property is capable of receiving water utility services from the Town, to sell or furnish utility services or extend utility infrastructure to the Property for future development, or to make available capacity from the existing Town water utility system sufficient to meet the projected water needs of the Property or any future development of the Property.

(c) No Guarantee of Water. Nothing in this Agreement shall be construed to provide or warrant, and the Town specifically disclaims, and that it is obligated under this Agreement to supply any guaranteed minimum or maximum volume or quantity of potable

water to the Property at any time, nor is the Town making any express or implied warranty, representation, or commitment of any kind regarding the available supply, flow rates or quantity of potable water.

8. Sewer Services. Town does not provide wastewater services to the Annexation Property, and Annexor acknowledges that the Town has no obligation under this Agreement to provide sewer service to the Annexation Property upon annexation. Annexor is directed to St. Vrain Sanitation District for the provision of wastewater services. Annexor shall be responsible for satisfying all requirements of St. Vrain Sanitation District for the extension of wastewater services necessary to serve the land use proposed for the Annexation Property.

9. Other Services. Upon annexation, the Town shall provide all customary public safety (but excluding fire protection) and public roadway and maintenance services to the Annexation Property, to the same extent and upon the same terms and conditions as such services are provided to other properties throughout the Town.

10. Special District Formation. The Town will allow the formation of a special district on the Property to finance the construction of public improvements, subject to the applicable provisions of the Firestone Development Code and Firestone Municipal Code, as amended.

(a) Annexor shall submit a proposed service plan for the special district, and the Town shall review and timely act upon such service plan and the organization of the special district in accordance with C.R.S., § 32-1-204.5, and any other applicable state statutes.

11. Special District Inclusion. Upon annexation or upon thirty (30) days' written notice of the Town to Annexor, as determined by the Town, Annexor shall initiate an action necessary to assure inclusion of the Annexation Property into the Northern Colorado Water Conservancy District, the Municipal Subdistrict, Northern Colorado Water Conservancy District, the St. Vrain Sanitation District, Frederick-Firestone Fire Protection District, the Carbon Valley Recreation District (if the Property is not yet within one or more of these districts), and any other special districts as determined by the Town.

12. Special District Exclusion.

(a) Upon annexation, Annexor will initiate and diligently pursue actions necessary to assure exclusion of the Annexation Property from any and all special districts that provide municipal services to the Annexation Property of a type described in sections 7 and 8; provided, however, that Annexor shall not be required to complete any such exclusion until such time that the Town or the special districts are able to actually provide such services to the Annexation Property.

(b) Upon annexation, the Town may, at its option, initiate actions necessary to assure exclusion of the Property from any and all special districts that provide municipal services to the Annexation Property of a type described in sections 7 and 8. The Annexor shall bear the related costs and legal

fees for said exclusion, including any amounts as may be required to pay to any special district to effectuate exclusion, if the exclusion proceedings are initiated within 12 months of the effective date of the annexation.

13. Water Dedication. To the extent that there are appurtenant to the Property certain surface and/or groundwater “water rights” owned by Annexor, (“the Water Rights”), Annexor agrees to grant to the Town a right of first refusal relating to the Water Rights as follows:

(a) Grant of Right of First Refusal. Annexor hereby agrees to grant to the Town a right of first refusal to acquire the Water Rights, if any, owned by Annexor (“Right of First Refusal”).

(b) Exercise of Right of First Refusal. Annexor will not sell the Water Rights, or any part thereof, without first offering it to the Town for purchase. The Right of First Refusal granted to the Town shall be honored by Annexor and exercised in the following manner:

- (i) If, at any time, Annexor elects to place the fee title interest in the Water Rights for sale to a third-party, or Annexor receives a bona fide third-party offer to purchase or otherwise acquire title to the Water Rights, or any part thereof, any contract which may be entered into between Annexor and such bona fide purchaser shall specifically provide that the transaction shall be subject to the Right of First Refusal set forth in this Agreement.
- (ii) In the event that Annexor enters into such contract with a bona fide third-party purchaser, the Town shall have the prior right to purchase and acquire title to the Water Rights, or the portion thereof described in such contract, upon the same terms and conditions as therein provided or, at Annexor’s option, for cash, except in the event the Water Rights are to be conveyed or purchased in conjunction with a transfer of the Annexation Property; in such case where the fee title interest in the Water Rights is to be conveyed or purchased in conjunction with the sale or purchase of the fee title interest in the Annexation Property, the Town shall have the prior right to purchase and acquire title only to the Water Rights without having to acquire the Annexation Property with the Water Rights, and if the Town exercises the right of first refusal under such circumstances, Annexor shall be required to execute and deliver a Dry-Up covenant as part of the proposed sale and conveyance of the Water Rights to the Town.
- (iii) Annexor shall submit to the Town a duplicate original of an executed contract with the bona fide purchaser, together with

duplicate originals executed by Annexor of a contract between Annexor and the Town, containing the same terms and conditions as the purchase and sale contract with the third-party bona fide purchaser, except as provided in paragraph (ii) above. If, after the receipt of such documents, the Town shall fail to exercise its right of first refusal by signing and returning to Annexor within 60 days of receipt, a signed copy of said contract, Annexor shall have the right to conclude the proposed sale and conveyance on the same terms and conditions, and no other, as in the contract with the bona fide third-party purchaser.

- (iv) The Town's failure to exercise its Right of First Refusal, or its written disclaimer of such right, shall be deemed a waiver and cancellation of such Right of First Refusal if the proposed sale and conveyance to the same bona fide third party purchaser is consummated. If the proposed sale and conveyance to the same bona fide third-party purchaser is not consummated, the Right of First Refusal herein set forth shall not be deemed waived or cancelled, but shall remain in full force and effect. The Town's failure to exercise, or disclaimer of, such Right of First Refusal with respect to any transfer of less than all of the Water Rights shall not be deemed a waiver of such right with respect to that part of the Water Rights owned by Annexor after such transfer.
- (v) This Right of First Refusal shall apply to all transactions involving a conveyance of title to the Water Rights, or any portion thereof, including but not limited to a purchase, an exchange, or any other transfer of an interest in the Water Rights for consideration.

(c) Non-Transferability. This Right of First Refusal shall be deemed a right extended solely and exclusively to the Town and to no third parties whether or not affiliated with the Town. The Town shall not convey or assign, in whole or in part, any of its rights associated with this Agreement to any person or third-party without Annexor's prior written consent, which shall not be unreasonably withheld.

14. Special Provisions.

(a) Mobility HUB Maintenance- CDOT will be responsible for maintenance of the entire Mobility Hub area unless or until another maintenance agreement is reached

(b) Signalization. CDOT will evaluate traffic volumes once the Mobility Hub is constructed and operational and at appropriate intervals thereafter. If a future development's Traffic Impact Study ("TIS") shows that the intersection at the Mobility Hub warrants signalization in conjunction with CDOT's input, it will be the responsibility

of the Annexor to create and construct the proper signalization. If it is demonstrated that the signal is warranted by a TIS or other appropriate means prior to and future development, CDOT commits to installation of a signal once funds are identified and allocated for this purpose.

15. Assignment. The rights, duties, and obligations of the Annexor hereunder may be assigned to another person or entity only with the prior written consent of the Town. In such event, the assignee shall assume all of the rights, duties, and obligations of the Annexor hereunder and the Annexor shall be correspondingly relieved from all such liabilities, duties, and obligations.

16. Notices. All notices, demands or other documents required or desired to be given to either party under this Agreement shall be made in writing and shall be deemed effective upon receipt and shall be personally delivered or mailed by certified mail as follows:

Town: Town Manager
Town of Firestone
9950 Park Avenue,
Firestone, CO 80504

Annexor: State of Colorado Department of Transportation
2829 W. Howard Place,
Denver, Colorado, 80204

17. Remedies. The sole and exclusive remedies of Annexor against the Town for any breach of this Agreement shall be limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- (a) The refusal to issue any building permit or certificate of occupancy;
- (b) The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- (c) A demand that the security given for the completion of any public improvements be paid or honored; and
- (d) Any other remedy available at law.

18. Cooperation. This Agreement is the product of the voluntary and cooperative effort of the Parties and shall not be construed or interpreted against either Party solely on the basis of that Party having drafted any portion of this Agreement

19. Binding Effect of Agreement. This Agreement shall inure to the benefit of and be

binding upon the successors and the assigns of the respective parties. The parties' respective rights and obligations set forth in this Agreement shall constitute covenants that shall run with the land.

20. Recordation. Upon annexation of the Property, this Agreement shall be recorded in the records of the Clerk and Recorder of Weld County, State of Colorado.

21. Future Acts. Following execution of this Agreement, the parties covenant and agree that they will cooperate with each other in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the Agreement.

22. Third Parties. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended nor shall be construed of confer upon or give any other person any rights, remedy or claim under or by reason of the Agreement. The Town shall not be obligated or liable under the terms of this Agreement to any person or entity not a party hereto. Further, the Town shall not be bound by any contracts or conditions that Annexor may negotiate with third parties related to matters set forth in this Agreement.

23. Police Power. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing Codes or ordinances or as a waiver or release of the Town's legislative, governmental or police powers to promote and protect, the health, safety, morals or general welfare of the municipality or its inhabitants. This Agreement shall not prohibit the enactment by the Town of any tax, fee, ordinance, resolution, rule, or regulation which is of uniform and general application.

24. No Partnership or Agency. Notwithstanding any language in this Agreement, neither party shall be deemed a member, partner, or joint venture of each other and neither party shall be responsible for the debts or liabilities of the other nor the other's contractor or agent.

25. Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Colorado, and the laws of Colorado shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive jurisdiction and venue for resolution of any dispute arising hereunder shall be in the District Court for Weld County, Colorado.

26. Attorney's Fees. In the event that it is necessary to initiate legal proceedings to enforce the provisions of this Agreement, the non-prevailing party shall be responsible for all reasonable legal expenses and costs incurred by the prevailing party, including reasonable attorney's fees.

27. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing the Property.

28. Entire Agreement. This Agreement including the Exhibits and Recitals, which are incorporated herein, set forth the entire agreement of the parties concerning the Denmore Annexation. There are no promises, terms, conditions, or obligations other than those contained herein that exist with respect to the annexation. This Agreement shall supersede all other provisions, communications, representations, or agreements, either verbal or written, between the parties with respect to the annexation and the economic incentives.

29. Waiver Limitations. A written waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver or any subsequent breach by another party.

30. Headings. The headings of the sections or subsections of this Agreement are only for the convenience and reference of the parties and are not intended to define, limit, or describe the scope or intent of this Agreement.

31. Severability. If any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid, and the parties shall cooperate to cure any such defect.

32. No Vested Property Rights. It is understood and agreed by the parties that no vested property rights are granted by this Agreement. The Annexor represents to the Town that there are no vested rights to the Annexation Property from the County of Weld or any other governmental entity. Annexor hereby waives and releases any prior vested rights which may have been so granted or acquired in Weld County so long as the Property remains annexed into the Town.

33. Disconnection. No right or remedy of disconnection of the Annexation Property from the Town shall accrue from this Agreement, other than that provided by C.R.S. § 31-12-119. In the event the Annexation Property or any portion thereof is disconnected from the Town at the Annexor's request, the Town shall have no obligation to serve the disconnected Annexation Property.

34. Referendum. If the annexation of the Annexation Property or any portion thereof is challenged by a referendum, all provisions of the Agreement, together with the duties and obligations of each party, shall be suspended pending the outcome of the referendum election. If the referendum challenge to the annexation results in disconnection of the Annexation Property from the Town, then this Annexation Agreement shall be null and void and of no further effect. If the referendum challenge fails, then the Annexor and the Town shall continue to be bound by this Annexation Agreement.

35. Court Order. In the event that the annexation of the Property or any portion thereof is voided by Final Action ("Final Action" means that no appeal can be made or the time to appeal has expired) of a court of proper jurisdiction (such Final Action not being associated with referendum or initiative matters), the Town and the Annexor shall cooperate to cure any legal defects cited by the court or that resulted in disconnection of the Annexation Property, and immediately upon such cure this Annexation Agreement shall be deemed to be an agreement to annex the Property to the Town pursuant to the Colorado Municipal Annexation Act of 1965. The Annexor shall reapply for annexation when the Initial Annexation Property becomes eligible for annexation as determined by the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[Remainder of page left intentionally blank—Signature Pages to follow]

ANNEXOR:

STATE OF COLORADO DEPARTMENT OF TRANSPORTATION

By:_____

[illegible]

The foregoing Annexation Agreement was signed and sworn to before me by _____, as _____, of State of Colorado Department of Transportation, this ____ day of _____, 20__.

Witness my hand and official seal.

(Notary Public Official Signature)

(Title of office)

(Commission Expiration)

[Remainder of page left intentionally blank—Signature Pages to follow]

TOWN OF FIRESTONE, a Colorado municipal corporation

By: _____
Drew Peterson, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

TWO AREAS OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 N, RANGE 68 W, OF THE 6TH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.8 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

PARCEL DESCRIPTION (AREA A)

1. THENCE ALONG SAID ANNEXATION AND THE COWBOY CORRAL ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3461534, DATED 3/13/07, S00°09'17"E, A DISTANCE OF 78.31 FEET TO A POINT ON THE LAMBERTSON ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3502678, DATED 09/07/07;
2. THENCE AROUND SAID LAMBERTSON ANNEXATION, S02°27'44"E, A DISTANCE OF 372.10 FEET;
3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING OF A;

THE ABOVE DESCRIBED AREA CONTAINS 188,897 SQ. FT. (4.336 ACRES), MORE OF LESS.

AND BEGINNING AT POINT OF BEGINNING A; THENCE S00°09'17"E, A DISTANCE OF 78.31 FEET; THENCE S02°27'44"E, A DISTANCE OF 372.10 FEET; THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET; THENCE S19°27'41"W, A DISTANCE OF 80.87 FEET TO POINT OF BEGINNING B;

PARCEL DESCRIPTION (AREA B)

1. THENCE CONTINUING ALONG SAID LAMBERTSON ANNEXATION, S19°27'41"W, A DISTANCE OF 270.00 FEET;
2. THENCE S11°13'03"W, A DISTANCE OF 343.47 FEET;
3. THENCE S72°44'43"E, A DISTANCE OF 144.50 FEET TO A POINT ON SAID COWBOY CORRAL ANNEXATION;
4. THENCE S39°28'31"W, A DISTANCE OF 311.91 FEET;
5. THENCE S05°22'12"W, A DISTANCE OF 294.59 FEET;

6. THENCE LEAVING SAID COWBOY CORRAL ANNEXATION, N, N83°38'05"W, A DISTANCE OF 29.19 FEET;
7. THENCE N07°18'39"E, A DISTANCE OF 286.35 FEET;
8. THENCE N11°03'13"E, A DISTANCE OF 528.81 FEET;
9. THENCE N11°44'51"E, A DISTANCE OF 172.42 FEET;
10. THENCE E N27°31'09"E, A DISTANCE OF 217.99 FEET TO POINT OF BEGINNING B

THE ABOVE DESCRIBED AREA CONTAINS 47,019 SQ. FT. (1.079 ACRES), MORE OR LESS.

THE TOTAL ABOVE DESCRIBED PARCELS COMBINED CONTAIN 235,915 SQ. FT. (5.416 ACRES), MORE OR LESS.

EXHIBIT A-1

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 6.e

Land Development

Meeting Date: October 25, 2023

Initiated By: Pam Howard

Dept: Planning & Development

AGENDA TITLE

PUBLIC HEARING: Ordinance 1036: AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC (REGIONAL COMMERCIAL) ZONING DISTRICT

RECOMMENDATION

Staff finds the application to be consistent with the approval criteria of Section 7.4, Initial Zoning, of the Firestone Development Code and recommends the Board of Trustees approve Ordinance 1036, approving the CDOT Mobility Hub Initial Zoning application.

SUMMARY

This is a Public Hearing regarding the Initial Zoning of property located at the southeast corner of Highway 119 and 1-25 (CDOT Mobility Hub Annexation). State statute and the Firestone Development Code require that annexed property be provided with zoning within 90 days of the annexation of a property.

The Colorado Department of Transportation, as the applicant, is proposing that the annexed property be zoned RC (Regional Commercial).

The Initial Zoning application was processed in accordance with Section 7.4, Initial Zoning, of the Firestone Development Code. Staff finds the application to be consistent with the Initial Zoning approval criteria:

1. That the proposed zoning promotes the health, safety, or welfare of the inhabitants of the Town and the purposes of this FDC; and
2. The proposed zoning is generally consistent with the Town's Comprehensive Master Plan, or the proposed zoning is necessary to provide land for a community need that was not anticipated at the time of the adoption of the Town's plan.
3. Adequate facilities and services (including streets and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;
4. The proposed zoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated;
5. The proposed zoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;
6. Future uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject property; and
7. The proposed zoning is generally consistent with the Town's economic development goals and objectives in bringing positive growth and sustainable revenues to the Town.

FINANCIAL CONSIDERATIONS

n/a

HISTORY AND PREVIOUS BOARD ACTION

On September 13, 2023, the Board of Trustees accepted the petition for annexation, and found the petition to be in Substantial Compliance with the applicable requirements of C.R.S. 31-12-101 et seq., and established October 25, 2023, as the Public Hearing date for the Annexation for adopting Findings of Facts in favor of the proposed annexation.

ATTACHMENTS

1. Ordinance 1036
2. CDOT Mobility Hub Zoning Map

ORDINANCE NO. 1036

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO ZONING CERTAIN LAND, FULLY DESCRIBED HEREIN, TO TOWN OF FIRESTONE RC (REGIONAL COMMERCIAL) ZONING DISTRICT

WHEREAS, the Colorado Department of Transportation (the “Applicant”), who is the fee owner of certain real property described in **Exhibit A**, attached hereto and incorporated herein, (the “Property”), which is approximately 5.416 acres in size, has submitted an application for the initial zoning of the Property, (the “Application”); and

WHEREAS, on October 25, 2023, the Board of Trustees conducted a public hearing on the Application; and

WHEREAS, after considering the testimony, evidence and argument presented at the Board of Trustees public hearing, the Board of Trustees finds and determines that the Application is complete, that the Applicant has met the applicable requirements and standards set forth in Section 16.7.4 of the Firestone Development Code, including Step 9 of Section 16.7.4.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

Section 1. The Property described herein, which consists of approximately 5.416 acres, more or less, shall be zoned Town of Firestone RC (Regional Commercial) Zoning District.

Section 2. The Board of Trustees certifies a change in the Zoning Map zoning the property described herein to Town of Firestone RC (Regional Commercial) Zoning District.

Section 3. The Board of Trustees directs that a certified copy of this Ordinance be filed with the Town Clerk and further, that the Town Clerk index, file and make the Ordinance available to the public.

Section 4. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision will not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE this ____ day of _____, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

EXHIBIT A
(Legal Description)

TWO AREAS OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 N, RANGE 68 W, OF THE 6TH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 11, AS MONUMENTED BY A 2" ALUMINUM CAP STAMPED "PLS 29430" THENCE S65° 12' 37" W, A DISTANCE OF 275.8 TO A POINT ON THE RAM LAND ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 2720551, DATED 09/15/99, SAID POINT BEING THE POINT OF BEGINNING A;

PARCEL DESCRIPTION (AREA A)

1. THENCE ALONG SAID ANNEXATION AND THE COWBOY CORRAL ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3461534, DATED 3/13/07, S00°09'17"E, A DISTANCE OF 78.31 FEET TO A POINT ON THE LAMBERTSON ANNEXATION, AS DESCRIBED IN THE COUNTY OF WELD AT REC NO 3502678, DATED 09/07/07;
2. THENCE AROUND SAID LAMBERTSON ANNEXATION, S02°27'44"E, A DISTANCE OF 372.10 FEET;
3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING OF A;

THE ABOVE DESCRIBED AREA CONTAINS 188,897 SQ. FT. (4.336 ACRES), MORE OF LESS.

AND BEGINNING AT POINT OF BEGINNING A; THENCE S00°09'17"E, A DISTANCE OF 78.31 FEET; THENCE S02°27'44"E, A DISTANCE OF 372.10 FEET; THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET; THENCE S19°27'41"W, A DISTANCE OF 80.87 FEET TO POINT OF BEGINNING B;

PARCEL DESCRIPTION (AREA B)

1. THENCE CONTINUING ALONG SAID LAMBERTSON ANNEXATION, S19°27'41"W, A DISTANCE OF 270.00 FEET;
2. THENCE S11°13'03"W, A DISTANCE OF 343.47 FEET;
3. THENCE S72°44'43"E, A DISTANCE OF 144.50 FEET TO A POINT ON SAID COWBOY CORRAL ANNEXATION;
4. THENCE S39°28'31"W, A DISTANCE OF 311.91 FEET;
5. THENCE S05°22'12"W, A DISTANCE OF 294.59 FEET;
6. THENCE LEAVING SAID COWBOY CORRAL ANNEXATION, N, N83°38'05"W, A DISTANCE OF 29.19 FEET;
7. THENCE N07°18'39"E, A DISTANCE OF 286.35 FEET;
8. THENCE N11°03'13"E, A DISTANCE OF 528.81 FEET;
9. THENCE N11°44'51"E, A DISTANCE OF 172.42 FEET;
10. THENCE E N27°31'09"E, A DISTANCE OF 217.99 FEET TO POINT OF BEGINNING B

THE ABOVE DESCRIBED AREA CONTAINS 47,019 SQ. FT. (1.079 ACRES), MORE OR LESS.

THE TOTAL ABOVE DESCRIBED PARCELS COMBINED CONTAIN 235,915 SQ. FT. (5.416 ACRES), MORE OR LESS.

FIRESTONE LONGMONT MOBILITY HUB ZONING MAP

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 11
TOWNSHIP 2 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF WELD, STATE OF COLORADO

1Z-22-0357 ±5.416 ACRES



203
WEST 1/4 CORNER, SEC 11
T2N, 68W, 6TH PM

WEST LINE OF THE NORTHWEST QUARTER

N00°06'56"E
2638.52'

202
NORTHWEST CORNER, SEC 11
T2N, 68W, 6TH PM

N00°50'41"E
1238.53'

N00°50'41"E
1238.53'

STATE HIGHWAY 119 FIRESTONE BLVD
(WIDTH VARIES)

N69°27'41"E
1238.53'

POINT OF COMMENCEMENT
201
WEST 1/16 CORNER, SEC 11
T2N, 68W, 6TH PM

NW 1/4
SEC 11
T2N R68W

INTERSTATE 25
(WIDTH VARIES)

(AG - AGRICULTUREAL/WELD COUNTY)

PROPOSED ZONING
(REGIONAL COMMERCIAL)

AREA B CONTAINS
47,019 SQ. FT.
1.079 ACRES
MORE OR LESS

ORIGINAL CDDT PARCEL
REC NO 2670924
DATE 02/02/1999

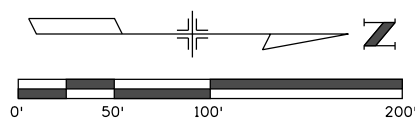
POINT OF BEGINNING B

PUD-RC

PROPOSED ZONING
(REGIONAL COMMERCIAL)

AREA A CONTAINS
188,897 SQ. FT.
4.336 ACRES
MORE OR LESS

POINT OF BEGINNING A



0' 50' 100' 200'

EAST 1/2 FRONTAGE ROAD
(UNDEFINED WIDTH)

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY CDDT SURVEY CREW AND COMPLETED IN January 2020.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITES DEPICTED ON THIS ANNEXATION MAP ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY".
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY STATE MONUMENT STATUTE OR ACCESSORY 18-4-508, C.R.S. COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. BASIS OF BEARINGS: BEARINGS USED IN THE CALCULATIONS OF COORDINATES ARE BASED ON A GRID BEARING OF N89°50'41"E BETWEEN THE NORTHWEST CORNER OF SECTION 11, BEING A NO. 6 REBAR WITH 3 1/4" ALUMINUM CAP (COLORADO DEPARTMENT OF TRANSPORTATION T2N R68W 3/2/10/11 1999 PLS NO 24307) AND THE WEST 1/16TH CORNER, BEING A NO. 6 REBAR WITH A 2" ALUMINUM CAP (ATWELL S2 W1/16 S11 2016 PLS 29430), T2N, R68W, 6TH PM. THE SURVEY DATA WAS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN).

SURVEYOR'S CERTIFICATE

I, PETER T. SULWEISTERS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ZONING MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT THE ZONING PARCEL DESCRIPTION WAS PREPARED FOR ZONING PURPOSES ONLY.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS 6TH DAY OF OCTOBER 2022.

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE FIRESTONE LONGMONT MOBILITY HUB ZONING MAP WAS ACCEPTED ON THE ____ DAY OF _____, 20____, BY ORDINANCE NO. _____ AND THAT THE MAYOR OF THE TOWN OF FIRESTONE ON BEHALF OF THE TOWN HEREBY ACKNOWLEDGES SAID ZONING UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR

ATTEST: TOWN CLERK

BY: PETER T. SULWEISTERS, PLS NO. 28290
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF CDDT.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LAND OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

ZONING DESCRIPTION

TWO AREAS OF LAND IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 2 N, RANGE 68 W, OF THE 6TH PRINCIPAL MERIDIAN, IN WELD COUNTY, COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AREA A - RC- REGIONAL COMMERCIAL

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3. THENCE S89°29'00"W, A DISTANCE OF 487.21 FEET TO POINT A;
4. THENCE N17°58'40"E, A DISTANCE OF 85.75 FEET;
5. THENCE LEAVING SAID LAMBERTSON ANNEXATION, N12°04'45"E, A DISTANCE OF 322.34 FEET;
6. THENCE N43°52'35"E, A DISTANCE OF 78.82 FEET;
7. THENCE N89°50'41"E, A DISTANCE OF 322.44 TO THE POINT OF BEGINNING A;

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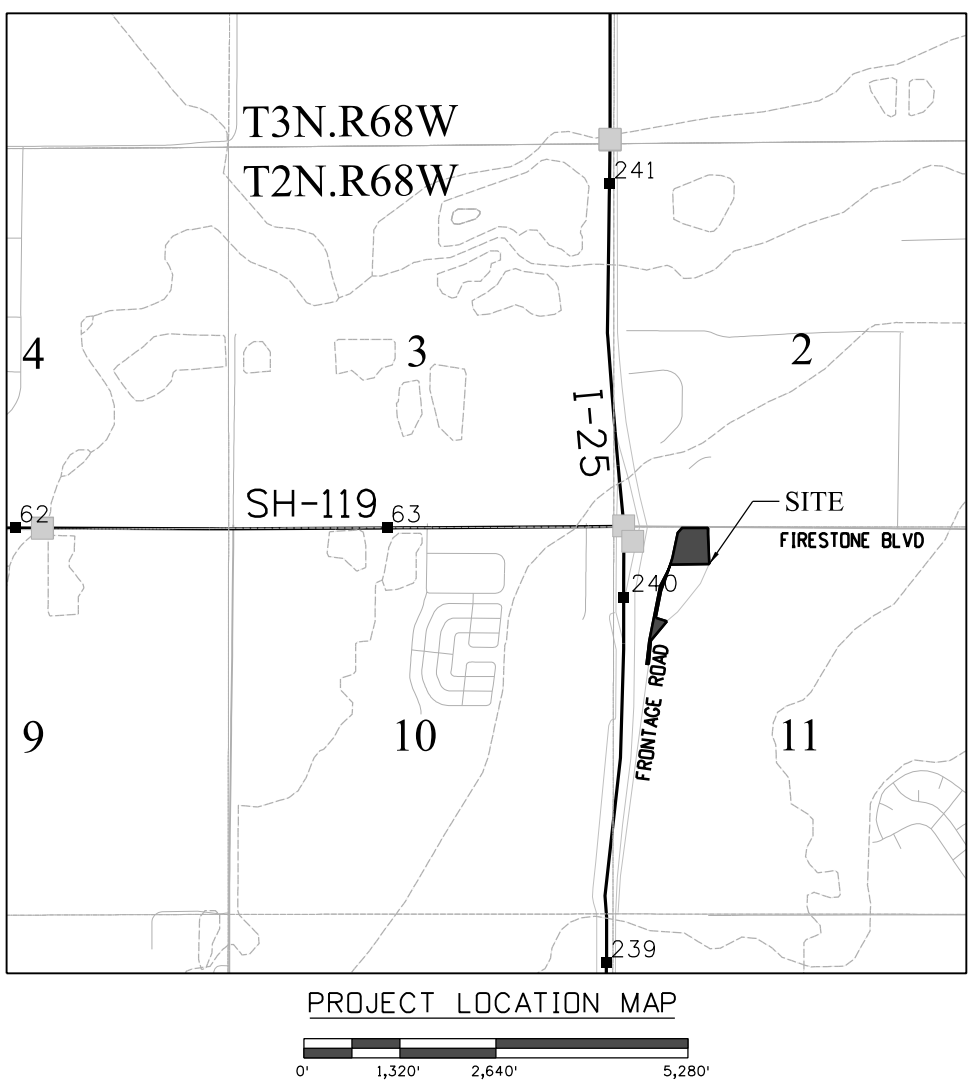
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1. THENCE CONTINUING ALONG SAID LAMBERTSON ANNEXATION, S19°27'41"W, A DISTANCE OF 270.00 FEET;
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Right of Way Annexation		Sheet Revisions		Sheet Revisions		Sheet Revisions	
Plan Sheet	Project Number: 162-0233-284	Date	Revised By	Date	Revised By	Date	Revised By
1	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
2	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
3	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
4	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
5	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
6	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
7	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
8	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
9	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
10	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX
11	162-0233-284	10/06/22	XXXXXX	10/06/22	XXXXXX	10/06/22	XXXXXX

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.a

Discussion/Action

Meeting Date: October 25, 2023

Initiated By: Julie Pasillas

Dept: Public Works

AGENDA TITLE

Resolution 23-96: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE AND VIRGINIA RUGE

RECOMMENDATION

Staff recommends the Board of Trustees approve Resolution 23-96, approving the Purchase and Sale Agreement with Virginia Ruge for the purchase of the Ruge Property and authorizing the Mayor to execute the agreement on behalf of the Town.

SUMMARY

The proposed agreement approves the Town's purchase of the Virginia Ruge Property, which includes Coal Ridge Ditch Company Shares and associated water, water rights, easements, ditch and ditch rights associated with the shares. The property is located at the 9000 Block of WCR 26 between WCR 19 and WCR 21 ½. Ownership of this property has the potential for the Town to construct a future water recharge facility. With approval of this purchase agreement, the Town will acquire the following land and water assets:

1. Ownership of the 68 acres of undeveloped land.
2. Ownership of 45 shares of capital stock of the New Coal Ridge Ditch Company.

FINANCIAL CONSIDERATIONS

The agreement includes a purchase price of \$1,400,000.00 for the purchase of the Ruge Property and New Coal Ridge Ditch Company water rights. The purchase will be paid for through the Town of Firestone Water Activity Enterprise.

HISTORY AND PREVIOUS BOARD ACTION

The Board of Trustees approved Resolution 20-39, adopting the Town of Firestone 2020-2050 Water Action Plan on March 25, 2020.

At several Board of Trustee meetings in 2021, 2022, and 2023, Town staff and the Board of Trustees discussed in open session and in executive session developing a strategy for negotiations and instructing negotiators concerning the acquisition of water rights.

The Town's Water Team has been working to implement the 2020-2050 Water Action Plan, which identifies the need to acquire additional water supplies and facilities. Previous efforts towards implementing the Water Action Plan are as follows.

- The Town has completed the infrastructure project at Firestone Reservoir No. 1 and held the initial closing of Firestone Reservoir No. 2, which is deliverable in early 2026.
- The Town has successfully purchased Firestone Reservoir No. 3, which is deliverable by the end of 2031.

- The Town has successfully purchased additional water shares of the New Consolidated Lower Boulder Reservoir and Ditch Company, Rural Ditch Company, New Coal Ridge Ditch Company, and Last Chance Ditch Company.

ATTACHMENTS

1. Res No 23-96 Ruge Purchase Contract To Buy and Sell Real Estate
2. 20231023 Ruge-PSA

RESOLUTION NO. 23-96

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO APPROVING A PURCHASE CONTRACT TO BUY
AND SELL REAL ESTATE BETWEEN THE TOWN OF FIRESTONE WATER
ACTIVITY ENTERPRISE AND VIRGINIA RUGE**

WHEREAS, the Town of Firestone a Colorado municipal corporation, acting buy and through its Town of Firestone Water Activity Enterprise desires to purchase the Virginia Ruge Property which includes Coal Ridge Ditch Company Shares and associated water, water rights, easements, ditch and ditch rights associated with such shares; and

WHEREAS, such purchase supports the Town of Firestone's 2020-2050 Water Action Plan's express goal of acquiring Coal Ridge Ditch Company water rights; and

WHEREAS, staff thus recommends that the Board of Trustees approve the Purchase Contract to Buy and Sell Real Estate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO:

1. The Purchase Contract to Buy and Sell Real Estate between the Town of Firestone Water Activity Enterprise and Virginia Ruge is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Contract on behalf of the Town.

2. The Town Manager and other officers, employees and agents of the Town are further authorized to execute and deliver all documents necessary in connection with the closing of the purchase of the Property and Water Rights, and to do all things necessary on behalf of the Town to perform all obligations of the Town under the Agreement, including without limitation the execution and delivery of all documents necessary or required in connection with closing.

INTRODUCED, READ AND ADOPTED this 25th day of October, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT is made and entered into this ____ day of October, 2023, by and between the Town of Firestone Water Activity Enterprise, hereinafter referred to as “Town” or “Purchaser”, and Virginia E. Ruge hereinafter collectively referred to as or “Seller”.

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Purchaser and Seller agree as follows:

PROPERTY AND PURCHASE PRICE

1. Purchaser hereby agrees to purchase, and Seller agrees to sell, on the terms and conditions set forth in this Contract, the following described real property and interests in real estate, hereinafter collectively referred to as the “Property”, located in the County of Weld, Colorado, and situated in the Northeast $\frac{1}{4}$ of Section 3, Township 2 South, Range 67 West of the 6th P.M., to wit:

a. The total purchase price for the fee simple acquisition of Seller’s owned interests, whether in fee or by way of claim of right or adverse possession, in approximately 68 acres, more or less, described as Lot B, RECX20-0010 and as depicted on Exhibit A, attached hereto (the “Parcel”), together with all easements and other appurtenances thereto; and all improvements and fixtures thereon at the time of execution hereof, except as excluded in Paragraph 1. c. below, at the set purchase price referred to in Paragraph 4, with no adjustments for any discrepancies, conflicts in boundary lines, shortage in acreage, encroachments, availability of ingress or egress, and any facts as disclosed by the ATLA engineering survey and inspection of the Parcel;

(i) In addition to the other appurtenances, the Parcel includes an appurtenant 30’ access easement to, over and across Seller’s retained property at 9880 County Rd 26, Weld County. Such easement is shown on Exhibit A and described as “30’ Shared Access & Utility Easement Across Lot A, RECX20-0010 for the Benefit of Lots A & B RECX20-0010.” (the Shared Easement”). The rights and obligations regarding the Shared Easement are further defined and set out in the Declaration of Shared Access and Maintenance, attached as Exhibit B hereto, which shall be recorded prior to the recording of the conveyance documents to Purchaser and which the Purchaser hereby acknowledges and agrees to be bound by its terms and conditions.

b. Fee simple estate in the following water rights, which are hereinafter collectively referred to as the “Water Rights”:

(i) 45 shares of the capital stock of the New Coal Ridge Ditch Company (“Coal Ridge Shares”) represented by Stock Certificate No. 245; and

(ii) All water and water rights, easements and ditch and ditch rights associated with the Coal Ridge Shares; and

(iii) All interests of Seller in and to all other water and water rights, ditches and ditch rights, wells and well rights, springs and spring rights, lateral rights or shares in lateral companies, and any other vested or inchoate rights and interests in surface water and subsurface water, if any, attached or appurtenant to, or used for irrigation of or domestic or other uses on the Parcel; and

(iv) All interests of Seller in any easements, ditches, diversion boxes, wells, pumps, irrigation facilities and other water conveyance structures, whether located on or off the Parcel, that are used to convey any water yielded by the Water Rights to the Parcel.

c. All items of personal property, including outbuildings, shall be removed from the Parcel at Seller's expense prior to the date of Closing. Only the above-ground portions of outbuildings shall be removed; concrete pads, silage bunkers, fencing, and utility poles may remain in place.

2. The location and legal description for the Parcel is as indicated on Exhibit A, attached hereto and incorporated herein by reference.

3. Within five (5) days of Seller's execution of this Contract, Seller shall provide copies of any engineering and/or survey work for the Property in possession of Seller. Town shall contract for an ALTA engineering survey of the Parcel, sufficient to satisfy the requirements of the Title Company to delete the standard pre-printed exceptions from the Purchaser's title policy, as set forth in Paragraphs 6 and 7, below. The survey shall be certified to the Town, Seller and the Title Company. The survey shall include the legal description for the Parcel, and shall include a certificate of the acreage of the Parcel, as described and determined by the surveyor. Purchaser shall pay for the cost of the ALTA survey. The survey must be acceptable to Purchaser in its sole discretion and the survey shall be provided to Purchaser within 23 days of the Effective Date. The surveyed legal description for the Parcel shall be appended to this Contract to become part of Exhibit A once prepared and approved by Seller. Purchaser may request that Seller at closing convey the Parcel by either or both of the legal descriptions contained in Exhibit A hereto or in the final survey, with such conveyance to be by special warranty deed. In the event that the legal descriptions contained in Exhibit A hereto and in the final survey differ, the Parties, acting in good faith, shall agree on the appropriate legal description for inclusion in conveyance documents.

4. The total purchase price of the Property shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) which shall be payable by Purchaser in cash, certified funds, wire transfer or Town check (if acceptable as "good funds" under Colorado law) as follows:

a. Upon execution of this Contract, Twenty-Five Thousand Dollars (\$25,000.00) as earnest money deposit and part payment of the purchase price, to be paid by Town check made payable to Land Title Guarantee Company, 772 Whalers Way Suite 100, Fort Collins,

Colorado (970) 282-3649 (the "Title Company"), and to be held by the Title Company in escrow and applied to the total purchase price ("Earnest Money"); and

b. One Million Three Hundred Seventy-five Thousand Dollars (\$1,375,000.00) less any credits provided for herein shall be paid by Purchaser at Closing.

NO ASSIGNMENT

5. Seller shall not assign Seller's rights and obligations hereunder without Purchaser's prior written consent. Purchaser shall not assign its rights and obligations hereunder without Seller's prior written consent.

TITLE, EASEMENTS, AND CLOSING

6. This Contract shall become binding on the Parties if signed by the Parties on or before **October 27, 2023**. Within 14 days of the Effective Date:

a. Seller shall furnish to Purchaser, at Seller's expense, a current ALTA form title insurance commitment insuring the Purchaser's ownership of a fee simple interest in the Parcel. The commitment shall be issued by the Title Company or other title company designated by Purchaser which maintains an office in Weld County, Colorado, and which is authorized to do business in the State of Colorado, to insure the Purchaser's ownership of the Parcel in an amount of \$1,400,000.00. The title insurance commitment shall be on a form acceptable to Purchaser and shall include copies of all documents identified in the schedule of exceptions. Seller shall have a title insurance policy delivered to Purchaser as soon as practicable after closing, and Seller shall pay that portion of the title premium based on a \$700,000.00 title insurance policy with Purchaser paying the balance of the full title policy premium at closing.

b. Seller shall furnish to Purchaser, at Seller's expense, executed copies of all surface and mineral leases, surveys, inspection results or other reports in Seller's possession pertaining to the Property, and shall disclose in writing to Purchaser all easements, liens, licenses, or other matters not shown by the public records pertaining to the Property, or of which the Seller has actual knowledge.

c. Seller shall furnish to Purchaser, at Seller's expense, executed copies of all relevant files and other information in Seller's possession or reasonably available to Seller pertaining to its title to and use of the Water Rights, including but not limited to any and all deeds, contracts, abstracts, engineering reports, maps, surveys, and existing restrictive dry-up covenants and easement agreements.

d. Seller shall meet with Purchaser's engineer or other authorized representatives and provide information regarding the historical use of the New Coal Ridge Shares and shall

assist Purchaser in obtaining any other relevant information known to Purchaser related to the historical use of the New Coal Ridge Shares.

e. Seller shall remove all personal property existing on the Parcel which is not specifically included and described in this Contract and which will be retained by Seller.

7. Title to the Property shall be merchantable in the Seller, and the title commitment and title policy shall contain no exceptions other than:

a. taxes and assessment for the year of closing, which shall be adjusted and prorated to the date of delivery of the deed, based on the most recent levy and assessment; and

b. rights-of-way, easements, restrictions, mineral reservations, and other matters of record, acceptable to Purchaser, and those non-recorded matters shown on the survey, if any, acceptable to Purchaser.

Taxes for the year of closing shall be prorated to the date of closing based upon the most recent levy and assessment, and such proration shall be a final settlement. Seller shall execute an affidavit in a form reasonably acceptable to Purchaser concerning mechanic's liens and take all other steps reasonably necessary to attempt to obtain the deletion of the standard pre-printed exceptions found in the title commitment.

8. Purchaser shall have the right to inspect the title documents and the information provided by the Seller pursuant to Paragraph 6, and to conduct such other reviews as it deems necessary to determine the state of title to the Property and the state of the Water Rights, including the quantity and quality of all Water Rights, whether associated with ditch shares or otherwise, their historical use and related items necessary for a change of water rights. The Seller agrees to reasonably cooperate, at no cost to Seller, with Purchaser in conducting such reviews and hereby appoints and authorizes Purchaser to complete research as necessary at the New Coal Ridge Ditch Company's offices, and shall reasonably assist Purchaser, at no cost to Seller, in securing the necessary historical data for every water right that is subject to this Contract. Purchaser shall have until December 6, 2023 to terminate this Contract if Purchaser is dissatisfied with the Property or Water Rights to be acquired hereunder for any reason (the "Objection Deadline"). If Purchaser provides written notice to Seller on or before the Objection Deadline of Purchaser's intent to terminate this Contract, Purchaser shall be entitled to the return of all Earnest Money.

9. The date and time of closing shall be 9:00 am on Friday, December 15, 2023 or such earlier date and time as may be set by mutual written agreement of the parties. The place of closing shall be the offices of Title Company or such other place as may be designated by mutual written agreement of the parties. The Purchaser may extend the closing for up to thirty (30) days upon written notice to Seller, if Purchaser determines such extension is necessary for the adoption and final effectiveness of the measures described in Paragraph 20.

10. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Settlement sheets for the closing shall be furnished by Seller to the Purchaser at least three (3) working days before the date set for closing, subject to Seller's receipt from the Title Company providing such settlement sheets. Costs and fees for escrow, real estate closing and settlement services shall be paid at closing fifty (50) percent by Seller and fifty (50) percent by Purchaser.

11. Any encumbrance required to be paid by Seller shall be paid at or before the time of closing from the proceeds of this transaction or from any other source.

12. At the time of closing and upon Purchaser's compliance with the terms and provisions of this Contract, Seller shall deliver:

a. A good and sufficient warranty deed in a form acceptable to Purchaser, properly executed and acknowledged, conveying the surveyed and deeded Parcel free and clear of all liens, tenancies and encumbrances, subject to all statutory exceptions as defined in Section 38-30-113(5)(a), C.R.S.;

b. A good and sufficient special warranty deed in a form acceptable to Purchaser, properly executed and acknowledged, conveying all of Seller's interests in the Water Rights described in Paragraph 1;

b. A good and sufficient bargain and sale deed in a form acceptable to Purchaser, properly executed and acknowledged, conveying all of Seller's interests in any gore or other areas for which Seller may have an interest or claim thereto, whether by reason of fence locations, boundary discrepancies, adverse possession or any other cause;

c. If requested by Purchaser, a good and sufficient assignment and bill of sale in a form acceptable to Purchaser, conveying any rights in personal property as described in Paragraph 1.a. and 1.c., above;

d. A letter from the New Coal Ridge Ditch Company stating that, based on their records and in reliance on those records, the Seller's ownership of Seller's shares in such Company are free and clear of all liens, encumbrances and assessments;

e. Properly executed and acknowledged assignments in form acceptable to Purchaser and the New Coal Ridge Ditch Company and addressed to the Secretary of the New Coal Ridge Ditch Company requesting conveyance of Seller's share in such Company to the Purchaser;

f. Seller's stock certificate(s) reflecting Seller's current ownership of those Water Rights evidenced by stock certificate(s). Purchaser shall send said stock certificate(s), along with the transfer requests and a copy of the deed for the Water Rights to the appropriate water

companies for the issuance of new stock certificate(s) indicating Purchaser's ownership of the Water Rights.

h. The Affidavit of Historical Use described in Paragraph 14.a, below, which shall be properly executed and acknowledged, and in forms required by this Contract or otherwise acceptable to Seller. Purchaser shall pay for all ordinary costs and fees imposed by the water companies to transfer Water Rights to Purchaser.

i. All instruments, certificates, affidavits, and other documents necessary to satisfy the requirements listed in the title commitment;

j. An update of the title commitment, at Seller's expense, showing title to the Parcel to be subject only to the permitted exceptions determined by Paragraphs 6–8, above;

k. A certification that the representations and warranties of Seller pursuant to Paragraph 17 continue to be true and correct as of the date of closing, to the best of the Seller's actual, present, knowledge, however, if at any time after the Effective Date, Seller becomes aware of information which causes a representation or warranty contained in this Agreement to become untrue in any material respect, Seller shall promptly disclose said information in writing to Purchaser. So long as the information making the representation or warranty untrue is first obtained by Seller (or the occurrence of events first arising) after the Effective Date and not caused by the intentional misconduct of Seller, Seller shall not be default under this Agreement; and

l. Seller's closing costs, instructions regarding distribution of the proceeds from the Purchase Price as between the Sellers and any other documents required by this Contract to be delivered by Seller to the Title Company or reasonably required by Purchaser or the Title Company in connection herewith.

13. At the time of closing and, upon Seller's compliance with the terms and provisions of this Contract, Purchaser shall deliver:

a. The purchase price; and

b. Purchaser's closing costs and any other documents required by this Contract to be delivered by Purchaser to the Title Company or reasonably required by Seller or the Title Company in connection herewith.

14. With Regard to the Water Rights:

a. On the date and time set for closing, Seller shall deliver to Purchaser Affidavit of Historical Use (in the form of Exhibit C attached hereto and incorporated herein), in which Seller provides, to the best of their actual, present, knowledge, information about the historical use of the Water Rights, as shown on Exhibit C.

b. Seller warrants and represents that, to the best of Seller's actual, present knowledge,

- the Water Rights have not been abandoned.
- c. Should Purchaser institute a court action, after the closing, for the confirmation of use of all or part of the Water Rights, Seller shall not challenge or oppose the judicial approval sought in such action, nor attempt in any way to hinder or limit the manner or place in which the Water Rights conveyed may be used by Purchaser. At Purchaser's request, Seller shall cooperate, at no cost to Seller, in any judicial proceeding, including providing testimony therein. Seller agrees to reasonably cooperate with Purchaser in all respects in regard to providing information necessary for Purchaser to effect transfer of the Water Rights and to change the use of said water from irrigation to all municipal uses to be made by Purchaser, including the preparation of and the giving of testimony at any hearings and trials, provided that such cooperation is at no cost to Seller.
 - d. Seller is responsible for the payment of any assessments imposed by the ditch company on the Water Rights in 2023. Purchaser will be responsible for the payment of any assessment in 2024.
 - e. Seller represents, to the best of Seller's actual, present knowledge, that no other person has any legal or equitable right to use the Water Rights.
15. Possession of the Property shall be delivered to Purchaser on the date and time of Closing.
16. Time is of the essence hereof. Accordingly:
- a. If Purchaser should fail to perform according to the terms and conditions of this Contract, Seller may in writing declare this Contract terminated, in which event Seller shall be entitled to demand and receive the Earnest Money as liquidated damages. It is agreed that such Earnest Money is liquidated damages and is Seller's sole and only remedy for Purchaser's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages, except that any damages for breach of Purchaser's obligations under Paragraphs 19.d, 36 and 37 shall be in addition to the Earnest Money deposited.
 - b. If Seller is in default, Purchaser may elect to treat this Contract as terminated, in which case all Earnest Money and other things of value received by Seller hereunder shall be immediately returned to Purchaser, or Purchaser may elect to treat this Contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Contract, the court may award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees.

REPRESENTATIONS AND WARRANTIES

17. Seller, Virginia Ruge hereby represents and warrants to the Town of Firestone, Colorado, Purchaser, that as of the date of the signing of this Contract, to the best of her actual, present knowledge:

- a. Seller has received no actual notice of, and has no other actual knowledge of, any litigation, claim or proceeding, pending or currently threatened, which in any manner affects the Property;
- b. Seller has received no actual notice, and has no other actual knowledge of, any current, existing violations of any federal, state or local law, code, ordinance, rule, regulation, or requirement affecting the Property;
- c. Seller has the full right, power and authority to transfer and convey the Property to the Purchaser as provided in this Contract and to carry out the Seller's obligations under this Contract;
- d. To Seller's actual, present knowledge, each and every document, schedule, item and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, is true, accurate and correct;
- e. To Seller's actual, present knowledge, Seller has not entered into any agreements with any private person or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to Purchaser upon the Purchaser's acquisition of all or any portion of the Property;
- f. Seller has received no actual notice of any special assessments proposed as to the Property;
- g. To Seller's actual, present knowledge, the execution and delivery of this Contract and the performance of all of the obligations of the Seller thereunder will not result in a breach of or constitute a default under any agreement entered into by the Seller or under any covenant or restriction affecting the Property;
- h. To Seller's actual, present knowledge, Seller has not granted or created, and has no actual, present knowledge of any third parties who may have the right to claim or assert, any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property except those roadways, irrigation ditches, irrigation laterals, and irrigation structures, if any, which are in place as of the date of execution of this Contract;
- i. Seller has no actual, present knowledge that any part of the Parcel has ever been used as a landfill, and no materials, including without limitation, asbestos, PCBs or other hazardous substances have ever been stored or deposited upon the Parcel which would under any applicable governmental law or regulation require that the Property be treated or materials

removed from the Parcel prior to the use of the Parcel for any purpose which would be permitted by law but for the existence of said materials on the Parcel;

j. To the best of Seller's knowledge, Seller has not caused or permitted the release of any hazardous substance on the Parcel. The term "hazardous substance" and "release" as used in this Contract shall have the same meaning and definition as set forth in Paragraph (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used in this Contract shall include "hazardous waste" as defined in Paragraph (5) of 42 U.S.C. Section 6903;

k. To the best of Seller's actual, present, knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Parcel which under applicable governmental law or regulation is required to be upgraded, modified, replaced, closed or removed;

l. Seller has received no actual notice from any oil company or related business, of any intention to conduct operations for the drilling of any oil or gas well on the Parcel, whether such notice is in the form of a "thirty-day notice" under the rules of the Oil and Gas Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling;

m. There are no leases, tenancies or rental agreements relating to the Property or any part thereof which cannot be terminated by Seller on or prior to the date of closing; and

n. Seller is not a foreign person and is a resident of the State of Colorado. Therefore, withholding of Federal Income Tax and Colorado Income Tax from the amount realized will not be made by Purchaser. At closing, Seller shall execute and deliver a Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code and an Affirmation prepared in conformance with C.R.S. § 39-22-604.5, if required by the Title Company.

18. Seller shall at the time of closing certify in writing to the Purchaser that the above and foregoing representations and warranties remain true and correct as of the date of closing. If any of the above and foregoing representations and warranties no longer remain true and correct as of the date of closing, Seller shall certify which representations and warranties no longer remain true and correct.

INSPECTION

19. Purchaser and its agents, at all times during the term of this Contract, shall have access to the Parcel for the purpose of conducting tests, studies, and surveys thereon, including without limitation, environmental audits, soil and subsoil tests, historical use investigations regarding the use

of the Water Rights and an ALTA survey and other surveys. Purchaser may have performed at its option and/or expense the following inspections:

- a. Soil and percolation tests;
- b. Inspections for asbestos, PCB's, underground tanks, or other hazardous substances;
- c. Drilling of a well for groundwater testing; and
- d. Any other tests and/or studies deemed necessary by Purchaser which do not damage the Property, including but not limited to an environmental assessment.
- e. Purchaser shall promptly provide to Seller copies of the results of all such tests, inspections, and studies obtained regarding the Property following the receipt of same by Purchaser. Any inspections conducted by Purchaser shall not mitigate or otherwise affect Seller's representations and warranties, as set forth above. Purchaser shall be responsible for all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property which is connected with or results from, the entry upon the Parcel by Purchaser for the inspections permitted herein, unless caused by the sole negligence or willful and wanton act of Seller.

20. After the Effective Date, Purchaser may, at its expense obtain a Phase I environmental audit of the Property. The Phase I environmental audit must be satisfactory to the Purchaser in its sole discretion. Purchaser may, at least fourteen (14) days prior to the closing obtain a Phase II environmental audit of the Parcel. If either the Phase I or Phase II environmental audit is not satisfactory to the Purchaser, it shall within five (5) days of the receipt of the audit give Seller written notice of environmental defects. The Purchaser at its option, may request Seller remedy any environmental defects existing on the property, may complete the transaction notwithstanding any environmental defects or may, upon written notice to Seller, declare the Contract terminated, whereupon all Earnest Money shall be returned to the Purchaser, all other things of value received hereunder shall be immediately returned to the Parties and each Party shall be released from their obligations pursuant to this Contract except for the obligations set forth in this Paragraph 20. Should Purchaser request remediation of any and environmental defects, and Seller agrees, in her sole discretion, to conduct such remediation, Parties hereby agree this Contract and all relevant deadlines herein shall be automatically extended for thirty (30) days to allow for such remediation. Should the Contract be terminated after Purchaser conducts any of the testing described above, Purchaser at its expense shall restore the surface of any area disturbed by its inspection to as close as practicable to the condition that existed prior to such inspection.

21. In addition to all other rights and remedies of Purchaser and Seller as set forth and provided for in this Contract, Seller agrees that Purchaser shall have the right to terminate this Contract and to make the same of no further force and effect for any of the following reasons:

- a. If the representations and warranties of the Seller as set forth and provided for in Paragraph 17 above are not true and correct as of the date of the closing of this transaction, as may have been updated or revised pursuant to Paragraph 12.k.; or
- b. If Purchaser determines, in its sole discretion, that the cost to manage, treat, abate, or remove any hazardous substances found on the Parcel is uneconomical as a result of any conditions disclosed by tests conducted hereunder; or
- c. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority other than Purchaser prior to the date of closing on the Property; or
- d. If Purchaser determines, in its sole discretion, and based on any inspections conducted pursuant to Paragraphs 19, that there exists an unsatisfactory physical condition of the Parcel; or
- e. If Purchaser determines, in its sole discretion, that there is not enough consumptive use associated with the Water Rights to justify the purchase price; or
- f. In the event any action whatsoever is commenced to defeat or enjoin Purchaser's performance under this Contract.

22. If Purchaser elects to terminate the Contract pursuant to Paragraph 21, Purchaser shall provide written notice to Seller declaring this Contract terminated on or before the Objection Deadline, and both parties shall be released therefrom, and whereupon all Earnest Money and other things of value received by Seller hereunder shall be immediately returned to Purchaser.

REAL ESTATE COMMISSION

23. Seller has engaged the services of a real estate agent. Seller is advised to seek legal and tax counsel representation for Seller's own account, and Seller shall be solely responsible for any commission or fees owed to any agent, broker or counsel retained by Seller.

PROPERTY TO REMAIN UNENCUMBERED

24. Seller agrees that Seller shall not, so long as this Contract is in effect, encumber or burden the Property.

NO DEVELOPMENT

25. Seller agrees that during the term of this Contract and through the date of delivery of possession of the Property to Purchaser, except as provided in Section 1.a.(i), Seller shall not develop the Property in any manner, including without limitation, constructing any improvements or erecting

any structures on the Parcel, leasing mineral rights for the Property, or disturbing the surface of the Parcel, except for routine maintenance of the Parcel.

TAX CONSEQUENCES

26. Seller acknowledges that neither the Purchaser, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Contract or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

27. The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained, shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

NOTICE

28. Whenever notice is required to be given hereunder, it shall be in writing and delivered by hand delivery electronic mail (email) or facsimile transmission to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If faxed, said notice shall be effective and complete upon completion of facsimile transmission (as evidenced by transmission receipt). If emailed, said notice shall be effective and complete upon email transmission (as evidenced by a receipt of delivery). If mailed, said notice shall be effective and complete upon mailing. Until changed by notice in writing, notice shall be given as follows:

To the Purchaser:

Town of Firestone
Attn: Town Manager
9950 Park Ave
Firestone, CO 80504
Fax: (303) 833-4863
Email: akrieger@firestoneco.gov

To the Seller:

Virgina E. Ruge
9880 County Road 26
Fort Lupton, Colorado 80621
(303) 880-2287
Email: monitor.0350@gmail.com

MISCELLANEOUS

29. This Contract, and Exhibits A, B, and C to this Contract, constitute the entire understanding between the Seller and the Purchaser with respect to the subject matter, may be amended only in writing by the parties, and are binding upon the agents, personal representatives, heirs, lessees, assigns, and all other successors in interest to the parties.

30. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable.

31. While this Contract is in effect, Seller agrees that it shall not negotiate for or enter into any other agreement for sale of any interest in any portion of the Property. Rather, Seller agrees to exclusively deal with Purchaser for sale of the Property while this Contract is in effect. This provision shall not prevent Seller from entertaining "Backup Offers" on the Property; provided, the Seller performs its obligations under this agreement in good faith.

32. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

33. This Contract shall be deemed entered into in Weld County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Contract shall be filed in the District Court of Weld County of the State of Colorado.

34. It is specifically agreed that Purchaser is not the agent or partner of Seller, and that Purchaser is not authorized to act on Seller's behalf. Nothing in this Contract shall be deemed to create a joint venture relationship between Purchaser and Seller. Any agreements reached between the Purchaser and any regulatory authorities or governmental agencies, including but not limited to any agreements with Weld County, Colorado, shall be contingent on the Purchaser's closing on the purchase of the Property under the terms hereof.

35. Purchaser shall be solely responsible for obtaining and complying with all necessary permits, licenses, and approvals which are applicable for any activities conducted by or at the direction of the Purchaser on the Parcel. All activities conducted by Purchaser, its representatives, agents, contractors, and employees on the Parcel, shall be done in compliance with all federal, state and local laws.

36. Purchaser shall not, without Seller's prior written consent, enter into any lease or other agreement which creates, prior to closing, a lien on the Property.

37. In the case of a non-disputed termination of this Contract, Purchaser shall deliver any surveys, soils tests, environmental reports, site assessments, development work, site plans, inspections, tests, reports, studies or investigations of any kind or nature related to the Property obtained by the Purchaser and assign all of Purchaser's rights therein to the Seller.

38. The parties have reviewed this Contract in its entirety and acknowledge that each has had the full opportunity to negotiate the terms and have the terms hereof reviewed by counsel. Therefore, the parties waive any and all applicable common law and statutory rules of construction that any provision of this Contract should be construed against the drafter of the Contract, and agree and affirm that the Contract and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

39. This Contract and all of the terms, provisions and covenants contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, successors, heirs, and personal representatives.

40. In the event that legal action is commenced or becomes necessary to enforce or interpret any provision of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other court ordered costs from the party not prevailing.

41. At the request of Seller, Purchaser shall cooperate with Seller in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. A material part of the consideration to Seller is Purchaser's promise of cooperation. Purchaser shall not be required to incur any additional liability or expense in connection with Seller's tax deferred exchange transaction.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Contract on the dates stated in their respective acknowledgements intending that this Contract be effective as of the day and year first above set forth.

PURCHASER:

WATER ACTIVITY ENTERPRISE OF THE
TOWN OF FIRESTONE

By: _____
Drew Alan Peterson, Mayor

ATTEST:

Kristi K. Bashor, CMC, Town Clerk

SELLER:

Virginia E. Ruge

Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____,
2023, by Virginia Ruge.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

Notary Public

**EXHIBIT B TO PURCHASE CONTRACT TO BUY AND
SELL REAL ESTATE**

DECLARATION OF SHARED ACCESS AND MAINTENANCE EASEMENT

THIS DECLARATION OF SHARED ACCESS AND MAINTENANCE EASEMENT (“Declaration”) is made this _____ day of _____, 2023, by Virginia E. Ruge (“Declarant”).

RECITALS

WHEREAS, Declarant is the fee simple owner of certain real property located in the Weld County, Colorado, which is more particularly described as Lots A & B, Recorded Exemption No. 1311-03-1 RECX20-0010, (the “Recorded Exemption”), recorded in the real estate records of Weld County, Colorado, on April 15, 2020 at Reception No. 4583093 (the “Property”); and

WHEREAS, the Recorded Exemption depicts a “30’ Shared Access & Utility Easement Across Lot A for the Benefit of Lots A & B (the “Shared Easement”); and

WHEREAS, Declarant now desires to further define the rights and obligations governing the use and maintenance obligations of the Shared Easement; and

NOW, THEREFORE, Declarant hereby declares that this Declaration and the covenants, conditions, and easements established herein shall run with the land, and that the Property is subject and subordinate to the terms, provisions, and conditions hereof. Declarant hereby further declares that the Property shall hereafter be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the easements set forth below, which are for the purpose of protecting the value and desirability such real property, and which shall run with such real property and be binding on all parties having any right, title or interest in all or any portion of the Property, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of each Owner thereof.

1. Definitions.

1.1 “**Lot**” shall mean and refer to any separate subdivided lot or parcel of record upon any recorded subdivision plat of the Property.

1.2 “**Owner**” shall mean one or more Persons, including Declarant, who, individually or collectively, if more than one, own fee simple title to a Lot.

1.3 “**Person**” shall mean any individual, corporation, partnership, association, company, business, trust, joint venture or other legal entity.

2. Access Easement. The Owners shall have a perpetual, non-exclusive easement over and across the Shared Easement for their private use and shall not be open for any public use or access. Use of the Shared Easement to access Lot B by heavy machinery and equipment, excluding farm equipment, shall be avoided when possible. The Owner of Lot A may, at her sole expense install and maintain such gates as she may desire, from time to time, and if lockable, shall provide keys or entry information to the Owner of Lot B.

3. Maintenance. Maintenance or repair of the Shared Easement caused by normal use of personal vehicles shall be divided with the Owner of Lot A bearing 25% of the maintenance costs and the balance of these costs shall be borne by the Owner of Lot B. All other maintenance and repair costs shall be the responsibility of the Owner of Lot B. Non-routine costs of maintenance and repair of damage to the Shared Easement caused by an Owner, its invitees, guests, employees, agent or assigns, shall be the responsibility of that Owner. Neither Owner shall be obligated to pay for improvements or upgrades to the Shared Easement required by or for the other Owner. Neither Owner shall be obligated to provide or share in the cost of any snow removal or plowing. In the event that the Owner of Lot A or Lot B believes that its costs should be reimbursed by the other Owner, that Owner shall provide a written invoice and the other Owner shall pay its share of the cost within 30 days. Disputes will be subject to mediation, with the party prevailing collecting its attorneys' fees and costs.

4. Enforcement. Each Owner shall comply strictly with the terms of this Declaration, as such terms lawfully may be amended from time to time. Failure to comply with such terms shall be grounds for the exercise of all rights available to an aggrieved Owner. Should Declarant or an Owner employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating party.

5. Amendment. Amendments to this Declaration shall only be made by written consent of the Owners of the Lots and shall be effective upon filing of such amendment in the real estate records of Weld County.

6. Notice. All notices, requests, demands, and other communications given hereunder shall be in writing and shall be delivered (i) in person; (ii) by registered or certified mail, postage prepaid; (iii) commercial overnight courier with written verification of receipt; or (iv) by facsimile. A notice shall be deemed given (i) when delivered by personal delivery; (ii) two (2) business days after deposit in the mail if sent by registered or certified mail; (iii) one (1) business day after having been sent by commercial overnight courier; or (iv) on the date of confirmation if by facsimile. Notice shall be addressed to the Owners using the address where Weld County Assessor sends its tax notices.

7. General Provisions.

7.1 Headings. The subject headings of the sections and paragraphs of this Declaration are included for the purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.2 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

7.3 Waiver. No waiver of any breach of any of the easements, covenants and/or conditions herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or condition.

7.4 Successors and Assigns. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the Owners and their successors and assigns.

7.5 Recording. This Declaration shall be recorded in the land records of Weld County and shall be binding and effective from and after the date of its recordation.

7.6 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first set forth above.

DECLARANT:

VIRGINIA E. RUGE

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2023 by
VIRGINIA E. RUGE.

My commission expires: _____

Witness my hand and official seal.

Notary Public

ALTA/NSPS LAND TITLE SURVEY

Located in the Northeast 1/4 of Section 3,
Township 2 North, Range 67 West of the 6th P.M.,
County of Weld, State of Colorado

Sheet 1 of 1

PROPERTY DESCRIPTION

LOT B, RECORDED EXEMPTION NO. 1311-03-1 REC20-0010, RECORDED APRIL 15, 2020 AT RECEPTION NO. 4583093, BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO

NOTES

1) BASIS OF BEARINGS: THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 2 NORTH, RANGE 67 WEST OF THE 6TH P.M. IS ASSUMED TO BEAR NORTH 00°13'56" WEST AS MONUMENTED HEREON, WITH ALL BEARINGS SHOWN HEREON DERIVED THERE-TO.

2) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

"CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OF FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE. FURTHER EXPRESS OR IMPLIED.

4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

5) AMERICAN WEST LAND SURVEYING COMPANY RELIED UPON TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY DATED AUGUST 11, 2023, ORDER NO. FCC25207464 FOR INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

6) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND IS DEFINED AS EXACTLY 1200/3937 METERS.

7) THERE IS NO POSTED OR RECORD ADDRESS FOR THE SUBJECT PROPERTY.

8) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP DATED JANUARY 20, 2016, MAP NO. 08123C1915E, THE SUBJECT PROPERTY LIES WITHIN FLOOD ONE "X" (AREA OF MINIMAL FLOOD HAZARD).

SURVEYOR'S STATEMENT

TO: VIRGINIA E. RUGE; TOWN OF FIRESTONE WATER ACTIVITY ENTERPRISE; LAND TITLE GUARANTEE COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR

ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, & 8 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 16, 2023

FURTHERMORE, I, CURTIS D. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF; THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ME TO DETERMINE OWNERSHIP.

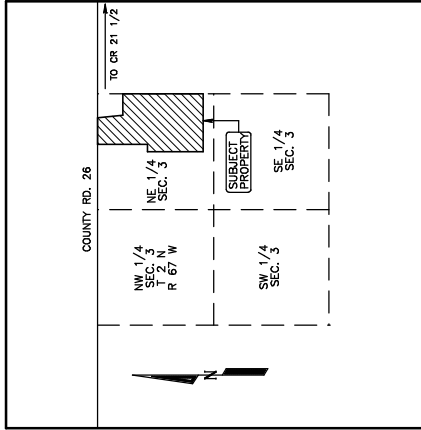
CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION



LEGEND:

- ◆ = ALIQUOT MONUMENT, AS NOTED
- = FOUND 5/8" REBAR WITH 2" ALUMINUM CAP, PLS 37971
- = FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 7242
- ◆ = FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, PLS 11359
- = FOUND 1/2" OR 5/8" REBAR
- ⌘ = OVERHEAD UTILITY POLE
- = OIL/GAS LINE MARKER
- Ⓢ = OIL/GAS VALVE SITE
- Ⓢ = ABANDONED OIL/GAS WELL AS NOTED
- X— = FENCE LINE
- U— = OVERHEAD UTILITY LINE
- C— = CENTERLINE OF PIPELINE ELEMENT, AS NOTED
- . . . — = CENTERLINE OF CONCRETE UNED DITCH, AS NOTED
- ▬ = EXISTING TRAVELED SURFACE OF ROADWAY

(M) = AS MEASURED BY THIS SURVEY
(R) = MEASUREMENT OF RECORD



VICINITY MAP: 1" = 2000'



GRAPHIC SCALE



1"=200'

American West
Land Surveying Co.
PO Box 129, Brighton, CO 80601 • Phone 303-655-1332 • 303-655-0575 • amwestllc.com
SCALE 1" = 150' DRAWN BY: PCH CHECKED BY: MMH DATE: OCTOBER 19, 2023
REVISIONS:
JOB NO. 23-363
FILE: 1291-2N12W16E7W S34 RUGE ALTA 10 820233 260

EXHIBIT C

AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

I, Virginia E. Ruge, being duly sworn upon oath, deposes and says:

1. I reside at 9880 County Road 26, County of Weld, Fort Lupton, Colorado 80621.
2. To assist in satisfying the provisions of the Purchase and Sale Agreement for water rights between Virginia E. Ruge and the Town of Firestone Water Activity Enterprise dated_____, I give this Affidavit concerning the historic use of 45 shares of the New Coal Ridge Ditch Company represented by certificate number 245 hereinafter collectively "Shares".
3. I purchased the farm described as 9880 County Road 26 in July 31, 1996 and I know the crops that were raised from 1996 to 2023. Prior to July 31, 1996, the farm was owned by Gaylord M. Richardson.
4. During Gaylord M. Richardson ownership of the property, to the best of my knowledge, the Shares were historically used in flood irrigation to irrigate crops on approximately 67 acres, consisting of primarily alfalfa, corn and pumpkins. After July 31, 1996, when the Property was purchased by Maurice E. Ruge (deceased) and Virginia E. Ruge, there was alfalfa being grown on approximately 67 acres using flood irrigation from the years 1996 through 2011. From the years 2012 through 2020, the acreage was leased to Miller Farms (Joe and Chris Miller) who used flood irrigation and irrigation sprinklers, crops grown were corn, pumpkins and squash. From January 1, 2021 through 2023, the 67 acres have been fallow with no crops being grown and no irrigation used on the property. Limited livestock use was located on the northeast portion of the property.
5. The Shares were delivered to the Property from the Coat Ridge Ditch via a lateral that delivers water for irrigation for the irrigated fields.
6. The primary method of irrigation was flood irrigation from 1996 through 2011. Beginning 2012 through 2020, both flood irrigation and sprinkler irrigation were used.
7. The Shares were typically used June through August each year.
8. The Shares were typically adequate to irrigate 67 acres of planted crops.
9. When Shares were not used on the property, to my knowledge the Shares were not leased out to other users under the Coal Ridge Ditch.
10. There was not any subirrigation on the Property.

Notary Public

AGENDA INFORMATION MEMORANDUM

FIRESTONE TOWN BOARD OF TRUSTEES



AIM#: 7.b

Discussion/Action

Meeting Date: October 25, 2023

Initiated By: Paula Mehle

Dept: Economic Development

AGENDA TITLE

Resolution 23-109 - A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO, COMMITMENT TO INCREASE THE SUPPLY OF AFFORDABLE HOUSING UNITS IN THE TOWN OF FIRESTONE AS SET FORTH IN PROPOSITION 123.

RECOMMENDATION

Staff recommends approval of Resolution 23-109, setting a baseline number of affordable housing units at 223.

SUMMARY

The voters of the State of Colorado approved Proposition 123 in November 2022 to provide a dedicated and sustainable source of funding for affordable housing projects and initiatives. Municipalities that are willing to make a commitment to increase affordable housing at an average rate of 3% per year over a period of three years will "unlock" access to projects and program funding for the local government and local housing partners for projects or programs within that jurisdiction.

At a work session on October 18, 2023, the Board of Trustees reviewed options for selecting a baseline number of affordable units and chose to use a baseline assistance tool developed by the State of Colorado. This baseline tool estimates the Town's current number of affordable units at 223; the resulting 9% increase over three years to which the Town agrees to commit is 20 units.

A commitment shall be filed by November 1, 2023, for the Town to be eligible to receive funding through Proposition 123 during the 2024 -2026 calendar years. If the Town is not able to meet its commitment of a 9 percent increase by December 21, 2026, it will be ineligible for funding in 2027.

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

Proposition 123 was a program approved by voters in 2022. No previous board action has occurred in relation to this legislation.

ATTACHMENTS

1. Resolution 23-109

RESOLUTION NO. 23-109

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE
COLORADO, COMMITMENT TO INCREASE THE SUPPLY OF AFFORDABLE
HOUSING UNITS IN THE TOWN OF FIRESTONE AS SET FORTH IN
PROPOSITION 123**

WHEREAS, at the November 2022 election voters of the State approved Proposition 123 which amended the Statewide Affordable Housing Fund C.R.S. 29-31-101 et seq in part, to dedicate one-tenth of one percent of state income tax revenues to fund housing programs throughout the state; and

WHEREAS, the funds are to be used to increase the supply of affordable housing, support local governments efforts to address the housing crisis and for research and advocacy for policies that promote affordable housing; and

WHEREAS, to be eligible for funding the governing body of a local government in accordance with C.R.S. 29-32-105(1)(a) must by no later than November 1, 2023 file a commitment with the State specifying how by December 31, 2026 the combined number of newly constructed affordable housing units and existing units converted to affordable housing within its jurisdiction can be increased three percent each year over the entities baseline of currently existing affordable housing units as determined by data from the United States Census Bureau; and

WHEREAS, the Board of Trustees supports the goals of Proposition 123 and desires to commit to make affordable housing projects within its jurisdiction eligible for funding under Proposition 123.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE COLORADO:

The Board of Trustees of the Town of Firestone relying upon the American Community Survey published by the United States Census Bureau, the current Comprehensive Housing Affordability Strategies estimates published by the United States Department of Housing and Urban Development and the State of Colorado's Baseline Assistance Tool estimates that the Town of Firestone's Affordable Housing Baseline to be 223 Units ("Baseline") and the Town of Firestone commits to an expedited review process for Affordable Housing Development applications which will increase the Baseline by three percent annually for a three year period ending December 31, 2026 for a total increase of a 9% over the three years.

The Board of Trustees further directs that the Town Clerk forthwith file this Commitment with the State Department of Local Affairs Division of Housing

INTRODUCED, READ AND ADOPTED the 25th day of October 25, 2023.

TOWN OF FIRESTONE

ATTEST:

Drew Alan Peterson, Mayor

Kristi K. Bashor, CMC, Town Clerk

APPROVED AS TO FORM:

William P. Hayashi, Town Attorney

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.c

Discussion/Action

Meeting Date: October 25, 2023

Initiated By: Missy Carranco

Dept: Administration

AGENDA TITLE

Resolution 23-115: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FIRESTONE, COLORADO APPROVING A COOPERATIVE DEVELOPMENT PLAN AGREEMENT.

RECOMMENDATION

Staff recommends approval of Resolution 23-115, approving a Cooperative Development Plan Agreement between the Town and Kerr-McGee.

SUMMARY

Approval of Resolution 23-115 will authorize execution of a Cooperative Development Plan Agreement with Kerr-McGee Oil & Gas Onshore. The agreement provides certain benefits to the Town of Firestone in exchange for its support of the company's efforts to drill oil & gas wells outside of, but in close proximity to, Firestone's limits.

FINANCIAL CONSIDERATIONS

There is no direct cost to the Town. The agreement provides for Kerr-McGee to make a land donation (78 acres) and provide a cash payment of \$4 million.

HISTORY AND PREVIOUS BOARD ACTION

In April of 2021 a similar agreement was approved by the Board of Trustees, but that drilling plan was ultimately denied by the State of Colorado Oil & Gas Conservation Commission. Subsequent to that denial Kerr-McGee has prepared a revised drilling plan which contemplates three separate locations outside, but in close proximity to, Firestone. In exchange for Firestone's willingness to grant right of way access permits and enter into certain license agreements (as shown in Exhibits A1 and A2), the company has agreed to provide land and other cash considerations.

The agreement also provides for certain operational standards to mitigate impacts (Exhibit C) as well as the plugging and abandonment of wells as shown in Exhibit G.

ATTACHMENTS

1. 23-115 Kerr-McGee 2023 CDPA
2. Firestone Cooperative Dev. Agreement_10_23_23_rev4

RESOLUTION NO. 23-115

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
FIRESTONE, COLORADO, APPROVING A COOPERATIVE
DEVELOPMENT PLAN AGREEMENT**

WHEREAS, the Town of Firestone (Town) and Kerr-McGee Oil & Gas Onshore LP (Kerr-McGee) value a balanced approach to oil and gas development that protects community health, safety, and welfare; and

WHEREAS, the Town and Kerr-McGee have jointly negotiated a Cooperative Development Plan Agreement that seeks to mitigate impacts from oil and gas development; and

WHEREAS, the Board of Trustees finds that this Cooperative Development Plan Agreement is in the best interest of the Town and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF FIRESTONE, COLORADO:**

The Cooperative Development Plan Agreement between the Town of Firestone and Kerr-McGee Oil & Gas Onshore, LP is hereby approved in substantially the same form as the copy attached hereto as “Exhibit A” and made a part of this resolution. The Mayor is authorized to execute and deliver the Agreement on behalf of the Town.

INTRODUCED, READ AND ADOPTED this ____th day of October, 2023.

TOWN OF FIRESTONE, COLORADO

Drew Alan Peterson, Mayor

ATTEST:

Kristi Bashor, CMC, Town Clerk

EXHIBIT A
Cooperative Development Plan Agreement

COOPERATIVE DEVELOPMENT PLAN AGREEMENT

This Cooperative Development Plan Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the Town of Firestone, a Colorado municipal corporation (“Firestone” or “Town”), whose address is 9950 Park Ave., Firestone, Colorado 80520, Kerr-McGee Oil & Gas Onshore LP (“Kerr-McGee”), whose address is 1099 18th St., Suite 700, Denver, Colorado 80202, and Anadarko E&P Onshore LLC, a Delaware limited liability company (“AEP”), whose address is 1099 18th St., Suite 700, Denver, Colorado 80202. Kerr-McGee, AEP, and Firestone or Town may be referred to individually as a “Party” or collectively as the “Parties.”

BACKGROUND

Firestone and Kerr-McGee recognize the importance of the public health, safety, and welfare, as well as the environment and wildlife resources to Colorado’s economy and culture, including the citizens of Firestone. The Parties also recognize that when using Town roads, responsible and orderly traffic associated with the development of oil and gas resources near the Town must be consistent with and subject to Firestone’s land use authority and general police powers to protect the health, safety, and welfare of the Town’s residents, including the protection of the environment and wildlife resources, and to avoid or minimize any adverse impacts to public health, safety and welfare and the environment associated with oil and gas development. To achieve such mutual objectives in a cooperative manner, Firestone and Kerr-McGee enter into this Agreement.

Specifically, the Parties intend to address the use of Town roads for purposes of ingress and egress to access the Alfalfa, Clover, and Rademacher well sites (the “Identified Well Pads”) and the lands upon which they are located as set forth in more detail on Exhibit A-1 and Exhibit A-2 (the “Lands”), the associated facilities, crossings, and rights-of-way that Kerr-McGee plans to develop, near the Town. These locations will protect public health, safety, and welfare and the environment by avoiding impacts and minimizing and mitigating the extent and severity of those impacts that cannot be avoided, consistent with Firestone’s land use authority and general police powers;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I. GENERAL PROVISIONS

1. Intent to Supplement State Rules and Regulations. The Parties recognize that pursuant to the Colorado Oil and Gas Conservation Act, Colo. Rev. Stat. § 34-60-101 et seq., as amended, the Colorado Energy and Carbon Management Commission (“ECMC”) regulates the development and production of oil and gas resources in Colorado, and the Act authorizes the ECMC to adopt statewide rules and regulations, which the ECMC has done.

2. Exercise of Local Land Use Authority. The Parties further recognize that Firestone, through its land-use authority and general police powers, can regulate various aspects of oil and gas operations in a reasonable manner as specified in C.R.S. § 29-20-104(1)(h)(I)-(IV) and to protect and minimize adverse impacts to public health, safety and welfare and the environment.

3. Termination of Previous Agreement. The Parties agree that this Cooperative Development Plan Agreement replaces in its entirety that certain Cooperative Development Plan Agreement by and between the Parties as approved by the Town of Firestone on April 14, 2021.

4. Applicability. This Agreement will apply to Kerr-McGee's use of Firestone Roads, pipeline crossings, and all necessary easements needed to access and develop the Identified Well Pads.

5. Term. This Agreement shall commence on the Effective Date and shall expire four (4) years from the Effective Date ("Term"). The Term may be extended by mutual written agreement of the Parties.

ARTICLE II. APPROVAL PROCESS, OPERATIONS, AND CONSIDERATION

1. Right of Way Permit Submission Requirements and Crossings. Kerr-McGee requires the use of the Town roads and the crossings shown on Exhibits A-1 and A-2. If Kerr-McGee's use of Town roads and rights of way "ROW" associated with Identified Well Pads shall require any ROW permit, Kerr-McGee shall apply for the appropriate ROW permits and pay any standard and customary permit fees. Kerr-McGee's ROW permits will include all of the standard terms and conditions set forth in Town-issued ROW permits, attached hereto as Exhibit D. Upon issuance, Kerr-McGee will follow at all times the ROW permit terms and conditions as well as all applicable ROW use requirements outlined in the Firestone Development and Municipal Code (the "Code"). The Town staff will review the ROW permit applications using the criteria outlined in the Code. The Town recognizes that time is of the essence with respect to approval of ROW permits associated with access, and will use its best efforts to process Kerr-McGee's applications submitted pursuant to this Article II, Section 1 in a prompt and timely manner. To that end, the Town agrees that staff review of the applications will take no longer than thirty (30) calendar days after the Town determines the application is complete. Moreover, Kerr-McGee shall be required to obtain from the Town a license agreement using the form attached hereto as Exhibit E for each pipeline crossing across ROW that Kerr-McGee plans on constructing in connection with the Identified Well Pads. The Town will authorize Kerr-McGee to commence construction within the ROW with the grant of a license agreement and the provision of all necessary ROW permits. Approved ROW permits and licenses will be attached to this document as part of Exhibits D and E.

2. Sub-surface Easement Agreement. The Town agrees to enter into a Subsurface Easement Agreement with KMOG, substantially in the form attached hereto on Exhibit B for two parcels owned by the Town and described as those lands lying north of the Coal Ridge Ditch in the NW4NE4 Section 20, Township 2 North, Range 67 West of the 6th P.M. in Weld County, Colorado; the parcels are more specifically described as Lot 2 and Lot 3 of the Minor Plat Advanced Forming Technology approved June 8, 2000 and recorded in the Clerk and Records Office of Weld County at Reception No. 2805045 on November 6, 2000.

3. Best Management Practices and Operational Standards. For each new well Kerr-McGee drills on the Identified Well Pads, Kerr-McGee permits submitted to Weld County and

the ECMC will include the Operational Standards set forth on Exhibit C.

4. Kerr-McGee's Mitigation Contributions. To offset and minimize potential impacts from the use of Firestone's roads, pipeline crossings, the subsurface easements, and the Identified Well Pads located near the Town, and to otherwise foster future development opportunities for the Town, AEP and Kerr-McGee have proposed the following:

A. Land Contribution.

- i. Within sixty days of Kerr-McGee receiving all necessary State of Colorado Energy and Carbon Management Commission permits and approvals including, but not limited to the Oil and Gas Development Plan, spacing approvals, and Form 2s pertaining to the Identified Well Pads, AEP shall convey to the Town by special warranty deed good, marketable, title (the "Interest"), but specifically reserving and excluding any mineral interest, to approximately seventy-eight (78) acres of real property generally located at the southwest corner of Grant Avenue and Frontier Street ("Grant and Frontier Parcel"), as depicted on Exhibit D. The Parties agree that the Town may obtain title insurance for the Interest at its own cost, expense, and risk.
- ii. The Interest. The Interest includes all of AEP's rights, title and interest, if any, in and to all appurtenances thereto, including but not limited to any fences, buildings, landscaping, and other improvements now located thereon, including all fixtures of a permanent nature, but specifically excluding any fixtures used for or associated with oil and natural gas development, if any, but shall specifically exclude any and all interests or ownership of AEP in any and all minerals in place or under the entirety of the Grant and Frontier Parcel ("Mineral Interest"). The Parties acknowledge and agree that the Mineral Interest shall be reserved to AEP in the deed of conveyance executed by AEP and delivered to the Town. The Interest shall also include all of AEP's right, title and interest, if any, in and to all strips and gores of land lying between the Interest and adjoining property or streets, roads or highways, open or proposed. Finally, the Interest shall include all surface and subsurface water and water rights, ditches and ditch rights, ponds and pond rights, springs and spring rights, wells and well rights, whether decreed or not, if any, attached or appurtenant to or used in connection with the Grant and Frontier Parcel and owned by AEP and any title, interest, or right that AEP may have to convey water to the Grant and Frontier Parcel.
- iii. Title and Taxes. AEP shall deliver to the Town a special warranty deed,¹ in the form set forth on Exhibit E, attached hereto, duly executed and

acknowledged by an authorized corporate representative or officer, sufficient to convey good and marketable title to the Grant and Frontier Parcel to the Town, but reserving to AEP the Mineral Interest described above, free and clear of all liens, tenancies and encumbrances except only those permitted exceptions mutually agreed upon by the parties. Neither Kerr-McGee nor AEP shall not, after the Effective Date hereof, sell, convey, option or contract to do any of the foregoing or otherwise convey, abandon, relinquish, cloud or encumber title to the Grant and Frontier Parcel or any part thereof or contract to do any of the foregoing in a manner which would survive delivery of the special warranty deed. AEP shall be responsible for all real and personal property taxes on the Grant and Frontier Parcel, prorated to the date of delivery of the special warranty deed based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties.

- B. Voluntary Contribution. Because the Identified Well Pads are located in unincorporated Weld County and not within the jurisdiction of the Town, but recognizing potential impacts to the Town, within sixty days of Kerr-McGee receiving all necessary State of Colorado Energy and Carbon Management Commission permits and approvals including, but not limited to the Oil and Gas Development Plan, spacing approvals, and Form 2s pertaining to the Identified Well Pads, KMOG will make a one-time voluntary contribution to the Town in the amount of Four Million Dollars (\$ 4,000,000.00) .
- C. Plugging and Abandonment of Existing Vertical Wells. To further mitigate the potential impacts associated with the Identified Well Sites and to further the Town's future development goals and opportunities, within one year of the date of turning over to production (TOTP) the final oil and gas wells included within Kerr-McGee's yet to be filed Sprout Oil and Gas Development Plan, Kerr-McGee shall complete work to plug and abandon the wells identified on Exhibit G (the "Existing Vertical Wells") located with the Town's boundaries. Kerr-McGee shall abandon the associated flow lines related to those wells to be plugged and abandoned. Kerr-McGee agrees that it will plug and abandon the Existing Vertical Wells in accordance with applicable rules and regulations of the ECMC, remove all Equipment (as defined below). Within ninety (90) days following the abandonment of the Existing Vertical Wells, Kerr-McGee shall remove from the Property all fixtures, personal property, equipment and other improvements to the extent appurtenant to or used in connection with the Existing Vertical Wells, including, without limitation, any pump jack, well equipment, heater-treater, tanks and tank batteries, boilers, buildings, tubing, pumping units, motors, separators, and all other machinery, equipment and improvements used in the operation of the Existing Vertical Wells or other equipment so long as such equipment is not needed for other operations (collectively, the "Equipment"). Notwithstanding the foregoing, Kerr-McGee shall have the right to leave the wellbore, casing, and any and all downhole equipment to remain in the Existing Vertical Wells as part of the plugging and abandonment of the Wells. Kerr-McGee shall abandon existing flowlines owned by Kerr-McGee and level and grade the surface to the extent practicable and approved

by the ECMC.

Kerr-McGee shall reclaim the sites of the Existing Vertical Wells, flowline corridor and Equipment in accordance with the terms of the ECMC rules and regulations. The Parties understand and acknowledge, that final release of the location from the ECMC reclamation and remediation requirements may not occur for a significant length of time depending on factors beyond the reasonable control of KMOG.

In the event further disturbance is planned for the location of any Existing Vertical Well, and to the extent approved by the ECMC, Kerr-McGee agrees to leave the Existing Vertical Well site and access road in a rough graded condition, and the Town shall be responsible for any other required land reclamation pursuant to a change of land use variance with the ECMC or by a public hearing with the ECMC. The Parties understand that ECMC approval will be required for the reclamation variance set forth in this sub-paragraph. In the event the ECMC does not approve a variance to leave the Existing Vertical Well site and access road in a rough graded condition, the Parties shall negotiate in good faith to address further actions.

6. Submissions to the ECMC and Weld County. Provided that they are in conformity with the terms of this Agreement, the Town will not object to, negatively comment upon, attempt to delay or thwart, or otherwise negatively interfere with any of Kerr-McGee's submissions to the ECMC or Weld County pertaining to the Identified Well Pads and the wells located thereon.

ARTICLE III. OTHER PROVISIONS

1. No Waiver of Rights. The Parties acknowledge and agree that this Agreement will not be used as evidence that any Party has waived any rights to assert its claims concerning the validity of Firestone's land use authority or jurisdiction or Kerr-McGee's rights to develop its mineral resources. Nothing herein will be construed as an admission by any Party of any legal right or obligation.

2. Force Majeure. No Party will be liable for any delay or failure in performing under this Agreement in the event and to the extent that the delay or failure arises out of causes beyond a such Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal), or inability to obtain permits, licenses, consents, easements, or rights-of way. If any Party is rendered, wholly or in part, unable to carry out its obligations under this Agreement due to any such force majeure event, it is agreed that, upon the affected Party's giving notice and a description of such delay in reasonable detail in writing to the other Party as soon as reasonably possible after the occurrence of the causes relied on, the obligation of the Party giving such notice, so far as it is affected by such condition or event, will be suspended and any time periods will be extended for a period equal to the period of the continuance of the event or condition.

3. Authority to Execute Agreement. Each Party represents that it has the full right and authority to enter into this Agreement.

4. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without reference to its conflicts of law's provisions.

5. No Third-Party Beneficiaries. This Agreement is not intended to, and does not, create any right, benefit, responsibility, or obligation that may be enforced by any non-party. Additionally, nothing in this Agreement will entitle any third party to any claims, rights, or remedies of any kind.

6. Notices. All notices and other correspondence related to this Agreement will be in writing and will be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third-party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

Firestone: Town of Firestone
9950 Park Avenue
Firestone, Colorado 80504
Attn: Town Manager
Telephone: 303.833.3291
Fax: 303.833.4863
Email: AKrieger@FirestoneCO.gov

Kerr-McGee: Kerr-McGee Oil & Gas Onshore LP
1099 18th Street, Suite 700
Denver, CO 80202
Attn: Land Director
Telephone: 720.929.6544
Email: Bill_Gonzalez@oxy.com

AEP: Anadarko E&P Onshore LLC
1099 18th Street, Suite 1800
Denver, CO 80202
Attn: Land Director
Telephone: 720.929.6544
Email: Bill_Gonzalez@oxy.com

With a copy, which shall not constitute notice, to:

Robert C. Mathes
Managing Counsel – Rockies
Telephone: 720-929-4326
Email: Robert_Mathes@Oxy.com

7. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

8. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws. If any section, paragraph, provision, or portion thereof of this Agreement is held by any Court to be void and/or unenforceable for any reason, such section, paragraph, provision, or portion thereof shall be excised from the Agreement and shall be replaced with terms and provisions that are most consistent with, and which reflect, the Parties' intention. All remaining sections, paragraphs, provisions, or portions thereof shall remain in full force and effect.

9. Dispute Resolution. If either Party believes that the other Party has violated any provision of this Agreement, the Party claiming that a violation has occurred will send written notice to the other Party, identifying the violation and invoking the dispute resolution process in this Section. Upon receiving such written notice, the other Party will have thirty (30) calendar days to remedy the alleged violation, unless such violation involves operations at a well pad site, in which case the time period will be ten (10) days. If the other Party denies the alleged violation, then the Parties will meet to resolve the alleged violation within ten (10) or thirty (30) calendar days (as the case may be) of the date of delivery of the initial written notice. If a resolution of the matter cannot be achieved at the meeting, both Parties agree to make a reasonable effort to work through and with a mutually acceptable mediator to attempt to resolve the dispute. Notwithstanding the foregoing, if either Party believes that the dispute will not otherwise be resolved in a sufficiently prompt and effective manner, such Party may, at its discretion, institute a legal proceeding in a court of proper jurisdiction to seek appropriate remedies. Such remedies may include, without limitation, an injunction to stop an alleged violation or an order requiring the performance of all acts and things required by the Agreement. Provided, however, that no such legal proceeding will be initiated for a period of at least thirty (30) calendar days after delivery of the initial written notice.

10. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof will be effective unless contained in a written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by a duly authorized representative on the day and year first above written.

FIRESTONE:

THE TOWN OF FIRESTONE

By: _____
Name: _____
Title: _____
Date: _____

KERR-MCGEE:

Kerr-McGee Oil & Gas Onshore LP

By: _____
Name: _____
Title: _____
Date: _____

Anadarko E&P Onshore LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A1

KMOG's Use of Town Roads and Water Pipeline Crossings

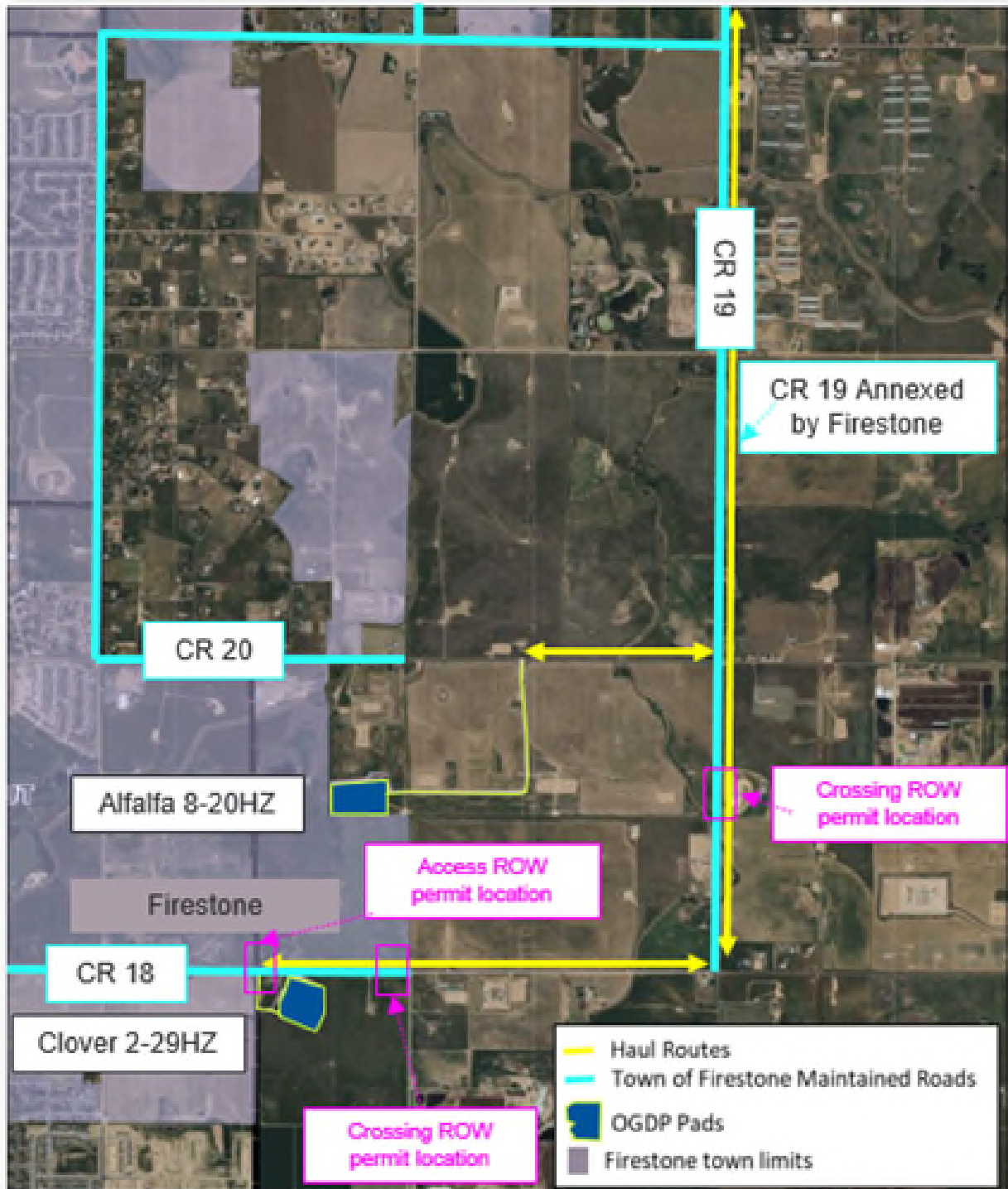


Exhibit A2

KMOG's Use of Town Roads and Water Pipeline Crossings



SUBSURFACE EASEMENT AGREEMENT

This SUBSURFACE EASEMENT AGREEMENT (this “Agreement”) dated and effective _____, 2023 (the “Effective Date”) is from Town of Firestone, a Colorado municipal corporation (“Surface Owner”), having an address of 151 Grant Ave, Firestone, Colorado 80520, to Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership (“Grantee”), having an address of 1099 18th Street, Suite 700, Denver, Colorado 80202 and its successors and assigns.

RECITALS

A. Surface Owner owns all of the right, title and interest in and to the surface estate described as follows:

Township 2 North, Range 67 West of the 6th P.M., Weld County, Colorado
Section 20: Lot 2 and Lot 3 of Minor Plat Advance Forming Technology recorded at Reception No. 2805045 on November 6, 2000 in the Clerk and Recorders Office of Weld County (the “Property”)

B. Surface Owner intends by this Agreement to grant Grantee a perpetual subsurface easement to drill through the Property as provided herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and ONE HUNDRED AND NO/100 DOLLARS (\$100.00) good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Subsurface Easement

Surface Owner hereby grants and conveys to Grantee, its successors and assigns an exclusive perpetual subsurface easement under and through the Property for the purposes of Grantee drilling non-producing portions of the wellbores (“Wellbores”) through the Property a minimum depth of 3,500 feet below the surface of the ground, in addition to Grantee flowing oil, gas, and other hydrocarbons through Wellbores from portions of Wellbores completed and produced off the Property and not pooled therewith. Except for the area used and occupied by the Wellbores on the Property, Grantee shall have no other right to use or occupy the subsurface pore space on the Property.

2. Assignment

Upon written consent of the other party, which shall not be unreasonably conditioned, delayed, or denied, the rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Grant are a covenant running with the land and shall extend to and be binding upon the successors and assigns of Surface Owner and Grantee.

3. Recording

Grantee may record this Agreement or a Memorandum of this Agreement with the Clerk and Recorder of the County in which the Property is located.

4. Counterparts

This Agreement may be executed in counterparts each of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day first written above.

Surface Owner:	Grantee:
Town of Firestone,	Kerr-McGee Oil & Gas Onshore LP,
A Colorado municipal corporation	a Delaware limited partnership
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

[Acknowledgements page follows.]

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, as _____, of Town of Firestone, a Colorado municipal corporation.

Witness my hand and official seal.

Notary Public
My Commission Expires:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, as _____, Kerr-McGee Oil & Gas Onshore LP, a Delaware limited partnership.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

Exhibit C
OPERATIONAL STANDARDS FOR IDENTIFIED WELL PADS

1. Odor Mitigation: Kerr-McGee will suppress odors, to the maximum extent practicable, using closed loop systems and Group III drilling fluids. Kerr-McGee will minimize odors by proactively addressing citizen concerns within 24 hours. In order to meet the provisions of this section, Kerr-McGee will implement the following measures:

- A. During drilling operations, Kerr-McGee will use a hydrocarbon-based drilling fluid that is approximately 70% hydrocarbon to 30% water. The 70% hydrocarbon portion of the drilling fluid will be composed of Group III non-aqueous fluid with low to negligible aromatic content. The Polycyclic Aromatic Hydrocarbons (PAH) content of the Group III fluid will be less than 0.001% and contain no BTEX;
- B. During flowback and well completions, Kerr-McGee will utilize closed-loop green completion techniques to the maximum extent practicable to minimize emissions and the flaring of natural gas;
- C. Wiping down the drill pipe, to the extent practicable without creating a safety hazard or unsafe work condition, each time that the drilling operation “trips” out of the hole; and
- D. Drill cuttings, while temporarily on location, will be run through a centrifugal dryer to remove residual drilling fluid to the maximum extent practical prior to transportation for disposal.

2. Noise Mitigation. To reduce the noise effects on the Town and its residents all permanent equipment with engines or motors that can be electrified will be electrified from the power grid. Additionally,

- A. Kerr-McGee agrees to use the quiet completions technology substantially similar to that utilized by Halliburton or Liberty on all well sites for completion operations;
- B. Kerr-McGee will install sound walls during the drilling and completion of the Wells.
- C. Kerr-McGee will develop a Noise Mitigation Plan that shows predicted environmental noise impacts from the proposed operations on the surrounding area as compared to the maximum permissible noise level

(MPNL) limits described in both the Colorado Oil and Gas Conservation Commission (ECMC) Rule 423, and the Weld County Oil and Gas Location Assessment (WOGLA) Section 21-5-435, noise regulations. The plan will include continuous monitoring from four (4) sides of the facility at least 350 feet from the sound wall. The plan will identify site-specific noise mitigation techniques such as dirt moving to attenuate noise, and source-based noise mitigation.

3. Lighting. Kerr-McGee will utilize lighting that is directed inward and downward to limit light pollution and spill-over onto adjacent properties.

4. Road Repairs. The Parties recognize that truck traffic accessing the Identified Well Pads may cause damage to Firestone roads and that road repairs may be needed to mitigate such damage.

- A. Kerr-McGee agrees to complete an Access/ROW permit with the Town for the proposed Clover 2-29HZ Location and the proposed Rademacher 14-30HZ Location.
- B. Kerr-McGee agrees to complete a Weld County Access permit for the proposed Alfalfa 8-20HZ Location.
- C. Kerr-McGee will complete a pre-operations and post-operations road assessment on the proposed haul routes.
- D. Kerr-McGee agrees to pipe produced water and hydrocarbons at the proposed Alfalfa 8-20HZ Location, Rademacher 14-30HZ Location and the proposed Clover 2-29HZ Location, significantly reducing the truck traffic associated with these locations.

Kerr-McGee will arrange for a qualified outside consultant to perform a road impact study for all Firestone roads that are used to access an Identified Well Pad during the Term. The consultant will conduct the first part of the study prior to Kerr-McGee's drilling phase of operations and the second part of the study after Kerr-McGee completes all drilling, completions, and reclamation activities at such Identified Well Pad. The Parties will use these studies to determine the extent of any damage accruing to the road during the study period. Kerr-McGee will then promptly pay proportionate share to Firestone to repair such damage or else arrange and pay the cost of such repairs itself based on Firestone's preference.

FINAL PLAT

THE OVERLOOK AT FIRESTONE, REPLAT "A"

A REPLAT OF TRACT A AND TRACT B, THE OVERLOOK AT FIRESTONE, A MINOR SUBDIVISION
LOCATED IN THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

AREA = 108.333 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OVERLOOK AT FIRESTONE, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND THE GILLESPIE FAMILY PARTNERSHIP, LTD., A COLORADO LIMITED PARTNERSHIP, BEING THE OWNERS OF THE LAND SHOWN ON THIS FINAL PLAT AS DESCRIBED AS FOLLOWS:

ALL OF TRACT A AND TRACT B, THE OVERLOOK AT FIRESTONE, A MINOR SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M., TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, ACCORDING TO THE RECORDED PLAT THEREOF, AREA = 108.333 ACRES, MORE OR LESS.

HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF "THE OVERLOOK AT FIRESTONE, REPLAT "A". A SUBDIVISION OF A PART OF THE TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF FIRESTONE THE STREETS, AVENUES, AND OUTLOT A (AS OPEN SPACE), AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER, DO FURTHER DEDICATE TO THE USE OF THE TOWN OF FIRESTONE AND ALL SERVING PUBLIC UTILITIES (AND OTHER APPROPRIATE PUBLIC ENTITIES) THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS AS SHOWN, DO HEREBY DEDICATE TO WELD COUNTY TRI AREA SANITATION DISTRICT A NON-EXCLUSIVE BLANKET EASEMENT OVER AND ACROSS ALL OF OUTLOT A FOR WATER DETENTION PURPOSES AS SHOWN ON THE ACCOMPANYING PLAT, AND DO HEREBY DEDICATE TO OVERLOOK AT FIRESTONE HOME OWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION, IN FEE, OUTLOT B FOR OPEN SPACE AND OUTLOT C AS OPEN SPACE AND FOR SIGN PURPOSES AS SHOWN ON THE ACCOMPANYING PLAT.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, WATER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS, AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREFORE WHICH ARE APPROVED BY THE TOWN OF FIRESTONE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE TOWN OF FIRESTONE, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE TOWN OF FIRESTONE SHALL BECOME THE SOLE PROPERTY OF SAID TOWN OF FIRESTONE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES AND/OR U.S. WEST COMMUNICATIONS, INC., WHICH WHEN CONSTRUCTED OR INSTALLED SHALL REMAIN AND/OR BECOME THE PROPERTY OF SUCH MUNICIPALLY FRANCHISED UTILITIES, OTHER SERVING PUBLIC ENTITIES, AND/OR U.S. WEST COMMUNICATIONS, INC. AND SHALL NOT BECOME THE PROPERTY OF THE TOWN OF FIRESTONE, COLORADO.

OWNER: OVERLOOK AT FIRESTONE, LLC. OWNER: THE GILLESPIE FAMILY PARTNERSHIP, LTD.

BY: *Richard W. Parker* BY: *Parmer A. Gillespie, Jr.*
RICHARD W. PARKER, MANAGER PARTNER A. GILLESPIE, JR., GENERAL PARTNER

ACKNOWLEDGMENTS

STATE OF COLORADO
COUNTY OF Boulder } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF September, 1999, BY RICHARD W. PARKER, MANAGER OF OVERLOOK AT FIRESTONE, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

Linda K. Parker
NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2002

STATE OF COLORADO
COUNTY OF Boulder } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF September, 1999, BY PARTNER A. GILLESPIE, JR., GENERAL PARTNER OF THE GILLESPIE FAMILY PARTNERSHIP, LTD.

WITNESS MY HAND AND OFFICIAL SEAL.

Linda K. Parker
NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2002

NOTES

- BEARINGS SHOWN ON THE ACCOMPANYING PLAT ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M., BEARS S89°40'54"W AS MONUMENTED AND SHOWN HEREON.
- THE PRIMARY BENCH MARK USED TO DETERMINE THE BASIS OF ELEVATIONS FOR THIS PLAT IS USGS BENCHMARK JR 45, A 3-1/4" BRASS CAP IN CONCRETE POST. ELEVATION = 5002.613 FEET.
- FOUND #6 REBAR WITH 2-1/2 INCH ALUMINUM CAP MARKED "PLS 24305" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- RECORDED EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN AS DISCLOSED IN FIRST AMERICAN HERITAGE TITLE COMPANY COMMITMENT NUMBER LR32032899, EFFECTIVE DATE MAY 5, 1999.
- ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 080266-0863-C, EFFECTIVE DATE SEPTEMBER 28, 1982, PANEL 863 OF 1075, WELD COUNTY, COLORADO AND UNINCORPORATED AREAS, THE SUBJECT PROPERTY LIES WITHIN ZONE C, AREAS OF MINIMUM FLOODING.
- OUTLOT A IS BEING DEDICATED TO THE TOWN OF FIRESTONE IN FEE AS OPEN SPACE, A NON-EXCLUSIVE BLANKET EASEMENT FOR WATER DETENTION OVER AND ACROSS OUTLOT A IS BEING DEDICATED TO WELD COUNTY TRI AREA SANITATION DISTRICT. OUTLOT B IS BEING DEDICATED TO OVERLOOK AT FIRESTONE HOME OWNERS ASSOCIATION AS OPEN SPACE, AND OUTLOT C IS BEING DEDICATED TO OVERLOOK AT FIRESTONE HOME OWNERS ASSOCIATION AS OPEN SPACE AN FOR SIGN PURPOSES.
- LEGAL DESCRIPTION PREPARED BY FRANK N. DREXEL 320-1/2 MAIN STREET, LONGMONT, COLORADO, 80501 (CRS 38-35-106.5)
- PUBLIC OPEN SPACE REQUIREMENTS FOR TRACTS 1 & 2 HEREOF SHALL BE MET AT OR PRIOR TO ANY FURTHER SUBDIVISION OR DEVELOPMENT OF SUCH TRACTS, IN A MANNER CONSISTENT WITH TOWN OF FIRESTONE ORDINANCES AND THE ANNEXATION AGREEMENT GOVERNING THE PROPERTY.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, FRANK N. DREXEL, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A" IS THE RESULT OF A SURVEY MADE UNDER DIRECT SUPERVISION AND CHECKING IN ACCORDANCE WITH APPLICABLE STATE LAW, THAT THE PLAT ACCURATELY AND PROPERLY SHOWS THE SUBDIVISION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Frank N. Drexel
FRANK N. DREXEL
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 24305
DATE: SEP 23 1999

TOWN APPROVAL

THIS IS TO CERTIFY THAT THE PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A" WAS APPROVED ON THIS 23 DAY OF September, 1999, AND THAT THE MAYOR OF THE TOWN OF FIRESTONE, ON BEHALF OF THE TOWN OF FIRESTONE, HEREBY ACKNOWLEDGES SAID PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED HEREON.

Mayor
MAYOR TOWN CLERK

ACCEPTANCE OF DEDICATION

THIS IS TO CERTIFY THAT THE DEDICATION OF A NON-EXCLUSIVE EASEMENT OVER OUTLOT A FOR WATER DETENTION PURPOSES HAS BEEN ACCEPTED BY WELD COUNTY TRI AREA SANITATION DISTRICT ON THIS 23 DAY OF September, 1999, AS SHOWN ON THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A".

BY: *Weld County Tri Area Sanitation District*
WELD COUNTY TRI AREA SANITATION DISTRICT

ACCEPTANCE OF DEDICATION

THIS IS TO CERTIFY THAT THE DEDICATION OF OUTLOT B AS OPEN SPACE AND OUTLOT C AS OPEN SPACE AND FOR SIGN PURPOSES HAS BEEN ACCEPTED BY OVERLOOK AT FIRESTONE HOME OWNERS ASSOCIATION, A COLORADO NON-PROFIT CORPORATION ON THIS 23 DAY OF September, 1999, AS SHOWN ON THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A".

BY: *Richard W. Parker*
RICHARD W. PARKER, PRESIDENT

ATTORNEY'S CERTIFICATE

I, A LICENSED ATTORNEY IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED AND FOUND THE TITLE TO ALL LANDS TO BE DEDICATED TO THE PUBLIC BY THIS PLAT TO BE FREE AND CLEAR OF ALL MONETARY LIENS AND ENCUMBRANCES (SUCH AS MORTGAGES, DEEDS OF TRUST, MECHANIC LIENS, ETC.).

BY: _____ DATE: _____
ATTORNEY

LENDER CONSENT

THE UNDERSIGNED, VECTRA BANK COLORADO, AS THE BENEFICIARY OF A DEED OF TRUST WHICH CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF OUTLOT A, OUTLOT B, OUTLOT C, STREETS, AVENUES, AND EASEMENTS AS SHOWN ON THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A", AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

VECTRA BANK COLORADO BY: *Alan E. Swanson*

ACKNOWLEDGMENT

STATE OF COLORADO } SS
COUNTY OF Boulder

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF September, 1999, BY _____ OF VECTRA BANK COLORADO, LONGMONT OFFICE AS Branch Manager.

WITNESS MY HAND AND OFFICIAL SEAL.
Linda K. Parker
NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2002

LENDER CONSENT

THE UNDERSIGNED, TOM L. RUSSELL AND MARGARET I. RUSSELL, AS THE BENEFICIARY OF A MORTGAGE WHICH CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF OUTLOT A, OUTLOT B, OUTLOT C, STREETS, AVENUES, AND EASEMENTS AS SHOWN ON THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A", AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

BY: *Tom L. Russell* BY: *Margaret I. Russell*
TOM L. RUSSELL MARGARET I. RUSSELL

ACKNOWLEDGMENT

STATE OF COLORADO } SS
COUNTY OF Boulder

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF September, 1999, BY TOM L. RUSSELL AND MARGARET I. RUSSELL.

WITNESS MY HAND AND OFFICIAL SEAL.
Linda K. Parker
NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2002

LENDER CONSENT

THE UNDERSIGNED, THE GILLESPIE FAMILY PARTNERSHIP, LTD., AS THE BENEFICIARY OF A MORTGAGE WHICH CONSTITUTES A LIEN UPON THE OWNER'S PROPERTY, HEREBY CONSENTS TO THE DEDICATION OF OUTLOT A, OUTLOT B, OUTLOT C, STREETS, AVENUES, AND EASEMENTS AS SHOWN ON THIS PLAT OF "THE OVERLOOK AT FIRESTONE, REPLAT "A", AND HEREBY FOREVER RELEASES SAID LANDS FROM SAID LIEN.

BY: *Parmer A. Gillespie, Jr.*
PARTNER A. GILLESPIE, JR., GENERAL PARTNER

ACKNOWLEDGMENT

STATE OF COLORADO } SS
COUNTY OF Boulder

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY OF September, 1999, BY PARTNER A. GILLESPIE, JR., GENERAL PARTNER OF THE GILLESPIE FAMILY PARTNERSHIP, LTD.

WITNESS MY HAND AND OFFICIAL SEAL.
Linda K. Parker
NOTARY PUBLIC MY COMMISSION EXPIRES 04/22/2002

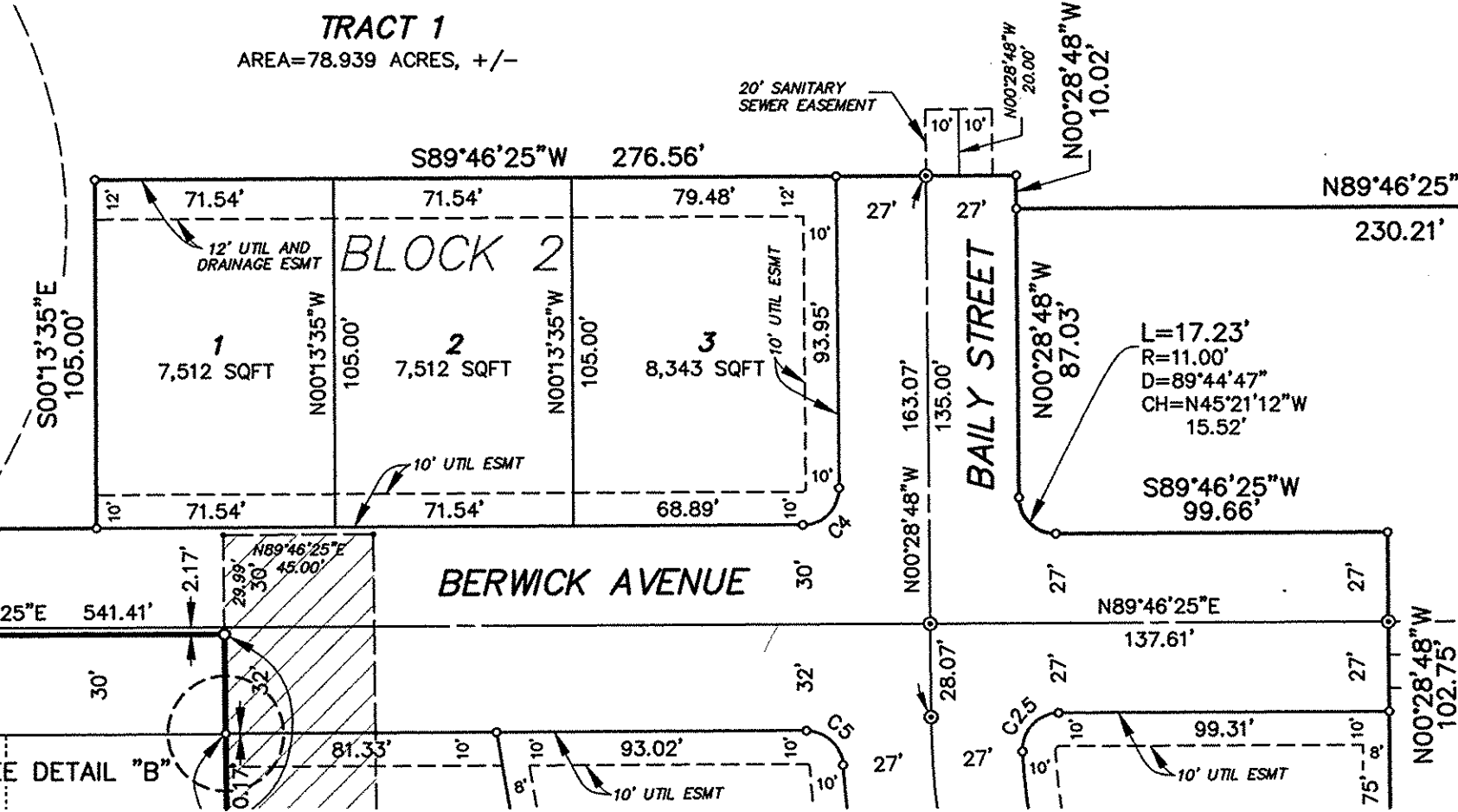
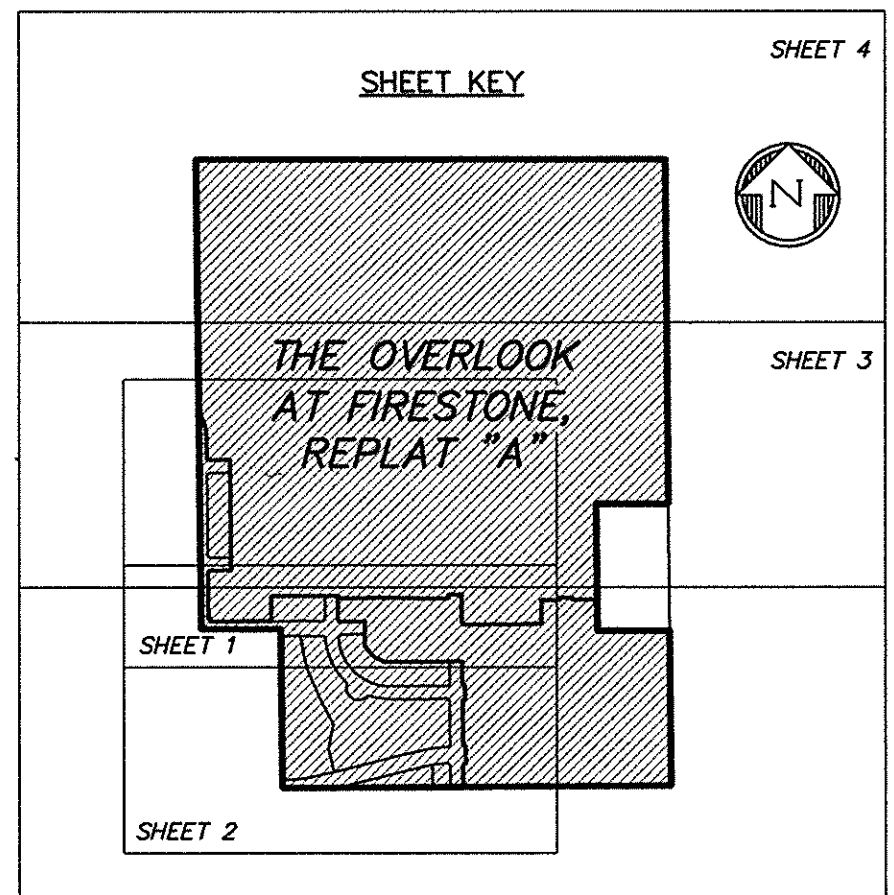
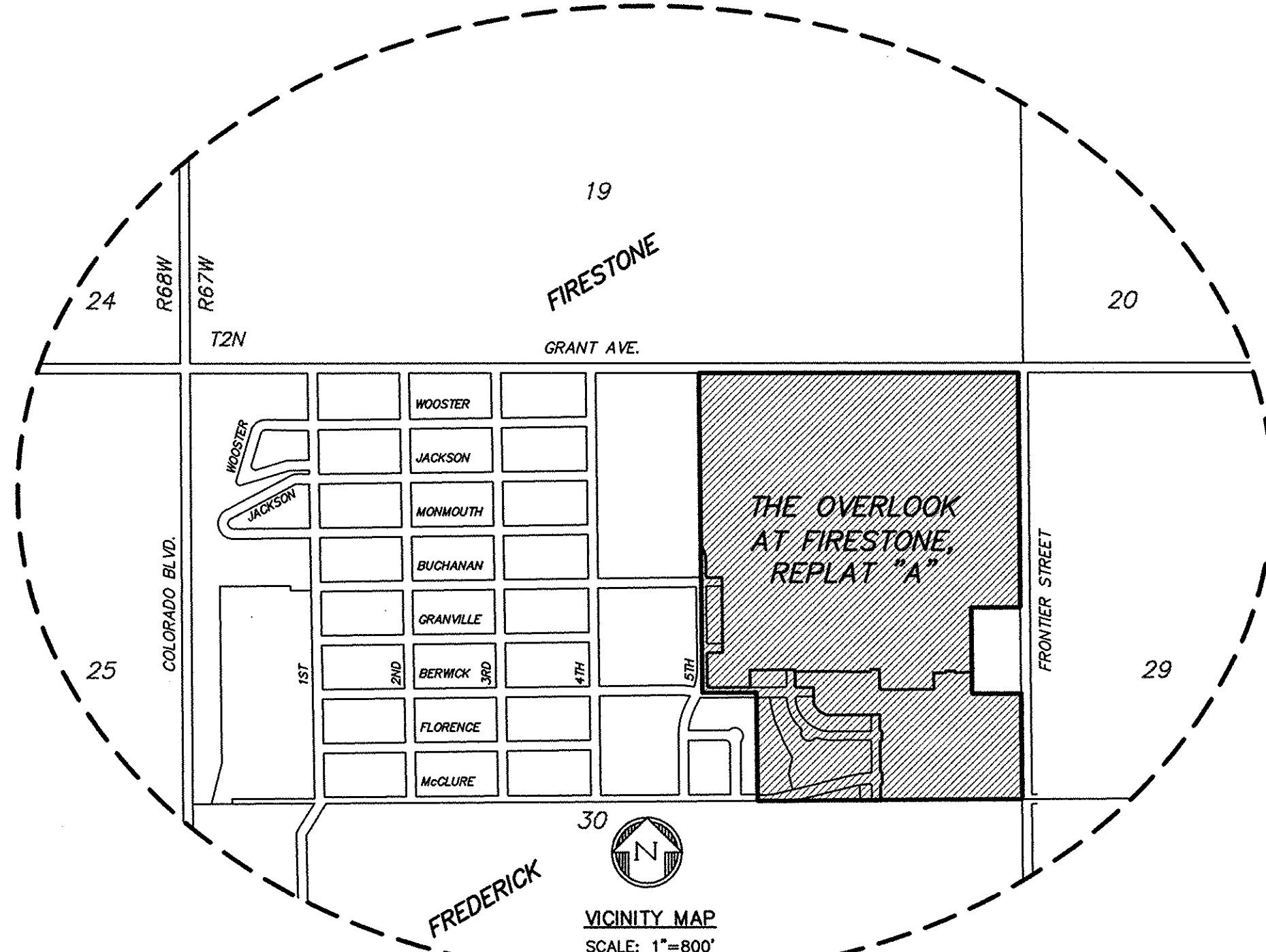
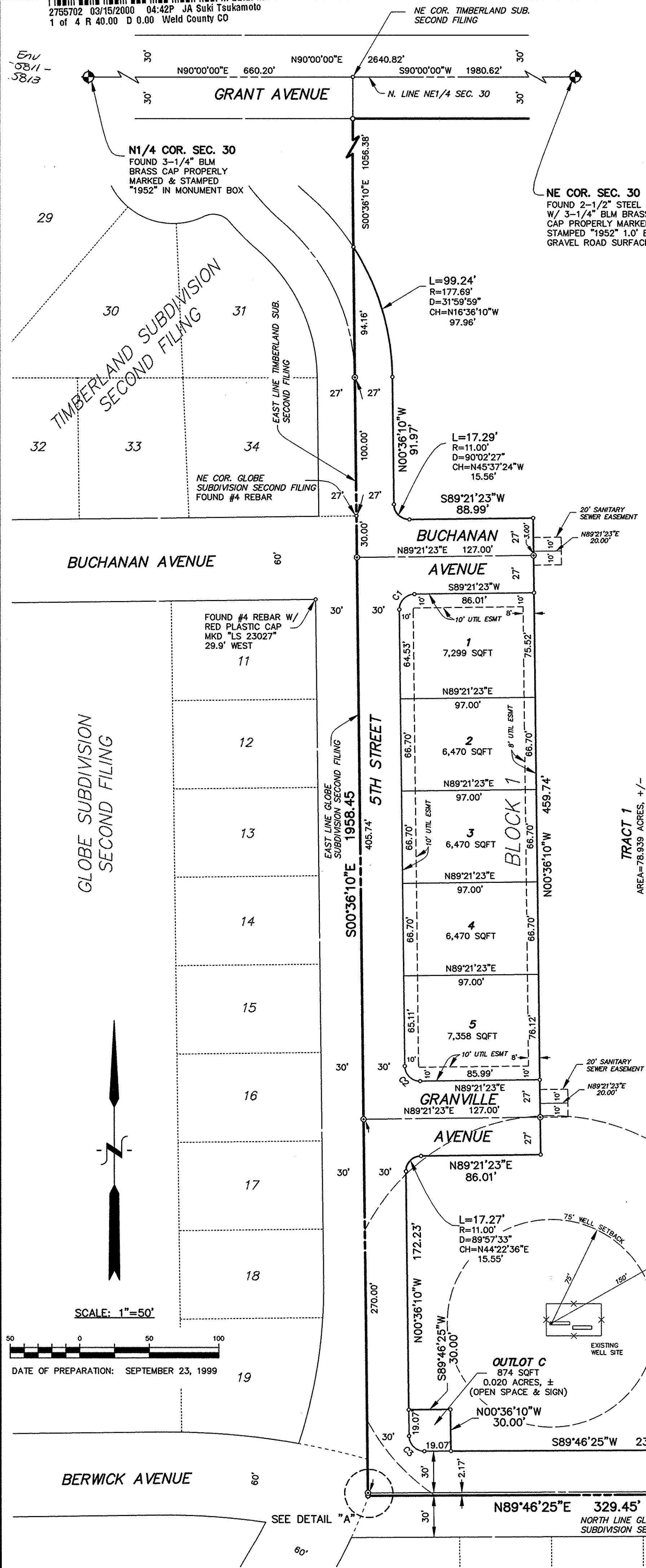
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO } SS
COUNTY OF Weld

I HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____ A.D., 1999, AND IS RECORDED IN: BOOK _____ PAGE _____ RECEPTION NO. _____

CLERK AND RECORDER DEPUTY

ADP ALBERS, DREXEL & POHLY, INC.
A Full Service Land Surveying Company
320 1/2 Main Street, Longmont, Colorado 80501 Phone: (303) 682-1131



SEPTEMBER 23, 1999 FND 1320-PDLWD

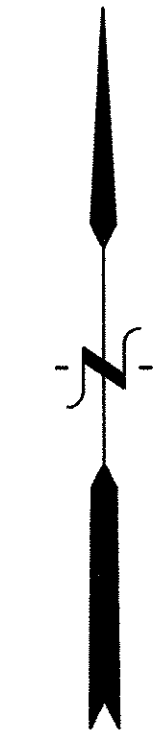
2755702 03/15/2000 04:42P JA Suki Tsukamoto
2 of 4 R 40.00 D 0.00 Weld County CO

FINAL PLAT

THE OVERLOOK AT FIRESTONE, REPLAT "A"

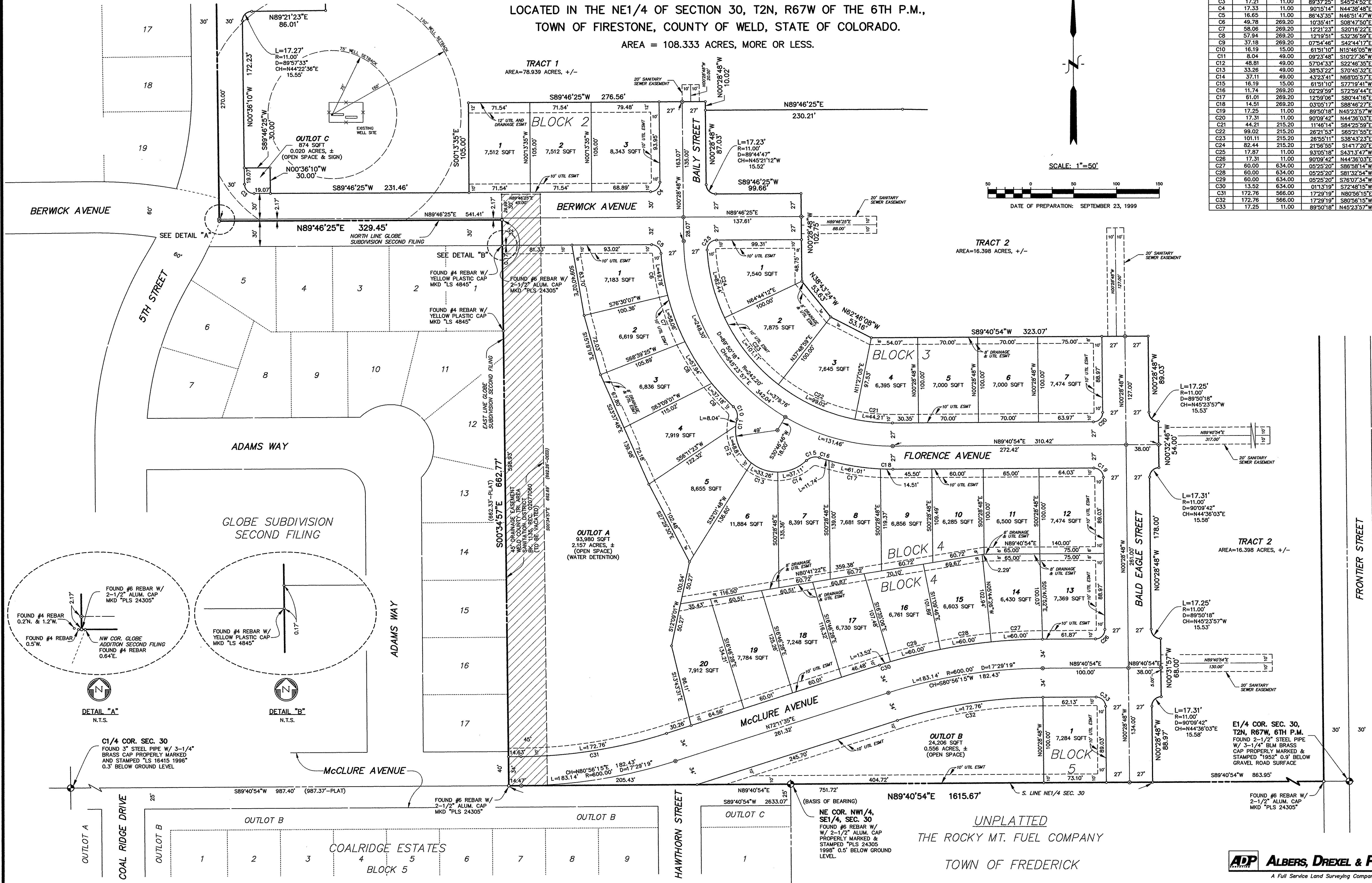
A REPLAT OF TRACT A AND TRACT B, THE OVERLOOK AT FIRESTONE, A MINOR SUBDIVISION
LOCATED IN THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
AREA = 108.333 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD
C1	17.27	11.00	89°57'33"	S44°22'37"W	15.55
C2	17.29	11.00	90°02'27"	S45°37'24"E	15.56
C3	17.21	11.00	89°37'25"	S45°24'52"E	15.51
C4	17.33	11.00	90°15'14"	N44°38'48"E	15.59
C5	16.65	11.00	86°43'35"	N46°51'47"W	15.11
C6	49.78	269.20	10°35'41"	S08°47'50"E	49.71
C7	58.06	269.20	12°21'23"	S20°16'22"E	57.94
C8	57.94	269.20	12°19'51"	S32°36'58"E	57.82
C9	37.18	269.20	07°54'48"	S42°44'17"E	37.15
C10	16.19	15.00	61°51'10"	N15°46'05"W	15.42
C11	8.04	48.00	09°23'48"	S10°27'36"W	8.03
C12	48.81	48.00	57°04'33"	S72°46'36"E	46.82
C13	33.26	48.00	38°53'22"	S70°45'32"E	32.62
C14	37.11	48.00	43°23'41"	N68°05'57"E	36.23
C15	16.19	15.00	61°51'10"	S77°19'41"W	15.42
C16	11.74	269.20	02°29'59"	S72°58'44"E	11.74
C17	61.01	269.20	12°59'06"	S80°44'16"E	60.88
C18	14.51	269.20	03°05'17"	S88°46'27"E	14.51
C19	17.25	11.00	89°50'18"	N45°23'57"W	15.53
C20	17.31	11.00	90°09'42"	N44°36'03"E	15.58
C21	44.21	215.20	11°46'14"	S84°25'58"E	44.13
C22	99.02	215.20	26°21'53"	S65°21'55"E	98.15
C23	101.11	215.20	26°55'11"	S38°43'23"E	100.18
C24	82.44	215.20	21°56'55"	S14°17'20"E	81.93
C25	17.87	11.00	93°05'18"	S43°13'47"W	17.87
C26	17.31	11.00	90°09'42"	N44°36'03"E	15.58
C27	60.00	634.00	05°25'20"	S86°58'14"W	59.98
C28	60.00	634.00	05°25'20"	S81°32'54"W	59.98
C29	60.00	634.00	05°25'20"	S76°07'34"W	59.98
C30	13.52	634.00	01°13'19"	S72°48'15"W	13.52
C31	172.76	566.00	17°29'19"	N80°56'15"E	172.09
C32	172.76	566.00	17°29'19"	S80°56'15"W	172.09
C33	17.25	11.00	89°50'18"	N45°23'57"W	15.53



SCALE: 1"=50'

DATE OF PREPARATION: SEPTEMBER 23, 1999



UNPLATTED
THE ROCKY MT. FUEL COMPANY
TOWN OF FREDERICK

A REPLAT OF TRACT A AND TRACT B, THE OVERLOOK AT FIRESTONE, A MINOR SUBDIVISION
LOCATED IN THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.
AREA = 108.333 ACRES, MORE OR LESS.

SEE SHEET 4

TRACT 1
=78.939 ACRES, +/-

FORMER TRACT "B"
THE OVERLOOK
AT FIRESTONE

TRACT 2
AREA=16.398 ACRES, +/-

UNPLATTED
THE ROCKY MT. FUEL COMPANY
TOWN OF FREDERICK

E1/4 COR. SEC. 30,
T2N, R67W, 6TH P.M.
FOUND 2-1/2" STEEL PIPE
W/ 3-1/4" BLM BRASS
CAP PROPERLY MARKED &
STAMPED "1952" 0.9' BELOW
GRAVEL ROAD SURFACE

ADP
SURVEYING

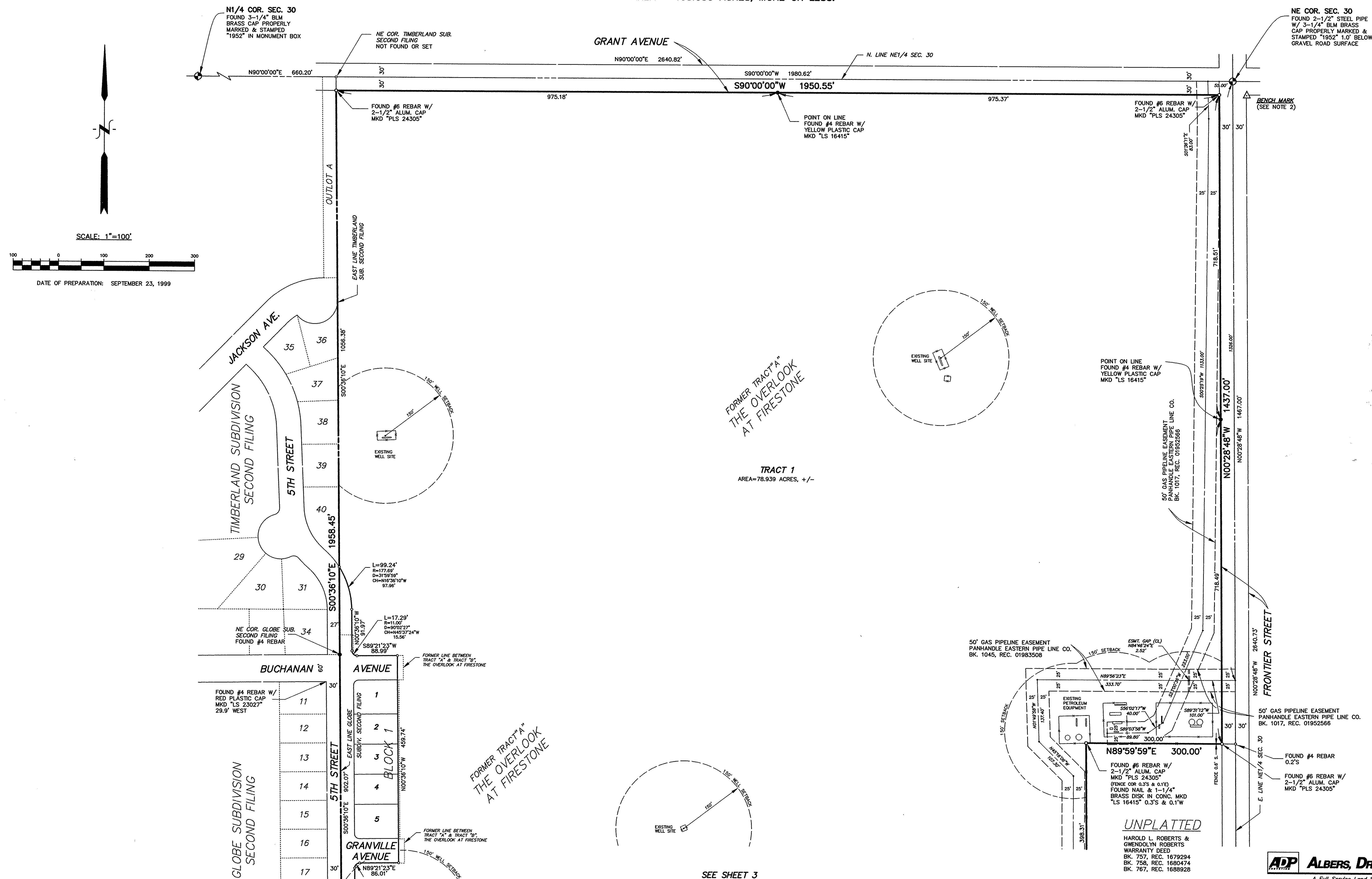
ALBERS, DREXEL & POHLY, INC.

A Full Service Land Surveying Company

SEPTEMBER 23, 1999 FND 1320-PB3.DWG

A REPLAT OF TRACT A AND TRACT B, THE OVERLOOK AT FIRESTONE, A MINOR SUBDIVISION
LOCATED IN THE NE1/4 OF SECTION 30, T2N, R67W OF THE 6TH P.M.,
TOWN OF FIRESTONE, COUNTY OF WELD, STATE OF COLORADO.

AREA = 108.333 ACRES, MORE OR LESS.



SEPTEMBER 23, 1999 FND 1320-PB4.DWG

SEE SHEET 3

UNPLATTED

HAROLD L. ROBERTS &
GWENDOLYN ROBERTS
WARRANTY DEED
BK. 757, REC. 1679294
BK. 758, REC. 1680474
BK. 767, REC. 1688928

ADP **ALBERS, DREXEL & POHLY, INC.**

A Full Service Land Surveying Company
320½ Main Street, Longmont, Colorado 80501 Phone: (303) 682-1131

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED**, made this ____ day of _____, 2023, by and between Anadarko E&P Onshore, LLC, a Delaware limited liability company, whose address is 1099 18th St., Suite 1800, Denver, Colorado 80202 (hereinafter "the Grantor"), and the **TOWN OF FIRESTONE, a Colorado municipal corporation**, whose mailing address, for purposes of this Special Warranty Deed, is 151 Grant Avenue, Firestone, Colorado 80520 (hereinafter "the Grantee").

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt and adequacy of which are hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, convey and confirm unto the Grantee and Grantee's successors and assigns forever, those certain parcels of real property, together with all improvements, if any, situate, lying, and being in the County of Weld, State of Colorado, more particularly described on **Exhibit A**, attached hereto, consisting of one (1) page, and incorporated herein by this reference, which real property shall be hereinafter referred to as "**the Property**".

TOGETHER with all and singularly the hereditaments and appurtenances thereto belonging, or in any way appertaining, but specifically excluding any fixtures used for or associated with oil and natural gas development, if any.

TOGETHER with the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in or to the Property, with the hereditaments and appurtenances.

RESERVING UNTO GRANTOR, its successors and assigns any and all interests or ownership of GRANTOR in or to any and all minerals in place or under the entirety of the Property conveyed, including all coal, oil, gas, and other hydrocarbons, and all clay and other valuable minerals in and under the Property conveyed, except that GRANTOR waives all surface ingress and egress rights in and to the Property for the purposes of exploring, developing, mining or drilling for the same; GRANTOR shall have no right to explore for, drill, extract, produce, mine, or otherwise carry on development of any of the products on or from the surface of the Property by any means other than pooling and unitization of the mineral estate owned by GRANTOR with other land or by directional or horizontal drilling under the Property from wells that are drilled on land other than the Property; it being intended, however, that nothing in this reservation shall affect the title and the rights of the Grantee.

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances unto the Grantee and its successors and assigns forever. And the Grantor, for itself and its successors and assigns, does sell and convey to Grantee and its successors and assigns the

{W1374329 CTE}Page 2 of 8
Special Warranty Deed

ACCEPTED BY GRANTEE:

**TOWN OF FIRESTONE, a Colorado statutory
municipality (the Grantee)**

By:_____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT A

The Property

Township 2 North, Range 67 West of the 6th P.M.

Section 30: Tract 1, THE OVERLOOK AT FIRESTONE, REPLAT "A", except that portion conveyed by Deed recorded May 27, 1998, under Reception NO. 2615486, Town of Firestone, County of Weld, State of Colorado.

EXHIBIT B

[Exception Nos. 7-36 from Schedule B, Part II of Title Commitment]

7) RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273.

8) RIGHT OF WAY EASEMENT AS GRANTED TO SINCLAIR PIPE LINE CO IN INSTRUMENT RECORDED JUNE 07, 1963, IN BOOK 1649 AT PAGE 84 AND AMENDMENT RECORDED APRIL 7, 2006 AT RECEPTION NO. 3377526.

9) OIL AND GAS LEASE RECORDED APRIL 03, 1970 UNDER RECEPTION NO. 1544892 IN BOOK 623 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: EXTENSION OF THE ABOVE LEASE AS CLAIMED BY AFFIDAVIT OF PRODUCTION WAS RECORDED MARCH 18, 1971 UNDER RECEPTION NO. 1578841 IN BOOK 657.

10) RIGHT OF WAY EASEMENT AS GRANTED TO CENTRAL WELD COUNTY WATER DISTRICT IN INSTRUMENT RECORDED MARCH 20, 1974, UNDER RECEPTION NO. 1632344 IN BOOK 710.

11) RIGHT OF WAY EASEMENT AS GRANTED TO AMOCO PRODUCTION CO IN INSTRUMENT RECORDED JUNE 16, 1976, UNDER RECEPTION NO. 1691207 IN BOOK 769.

12) RIGHT OF WAY EASEMENT AS GRANTED TO PANHANDLE EASTERN PIPE LINE CO IN INSTRUMENT RECORDED SEPTEMBER 20, 1976, UNDER RECEPTION NO. 1699366 IN BOOK 777.

13) RIGHT OF WAY EASEMENT AS GRANTED TO CONTINENTAL PIPE LINE CO IN INSTRUMENT RECORDED OCTOBER 12, 1976, UNDER RECEPTION NO. 1701003 IN BOOK 779 AND RECORDED DECEMBER 1, 1976 AT RECEPTION NO. 1704793 IN BOOK 783.

14) MINERAL RESERVATIONS AND INTERESTS AS SET FORTH IN DEED RECORDED JULY 31, 1958 IN BOOK 1456 AT PAGE 536.

15) UNDIVIDED 90 INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AND RESERVATION OF EASEMENT AS CONVEYED IN INSTRUMENT RECORDED MARCH 03, 1960 IN BOOK 1552 AT

PAGE 264.

16) RIGHT OF WAY EASEMENT AS GRANTED TO AMOCO PRODUCTION CO IN INSTRUMENT RECORDED JUNE 16, 1976, UNDER RECEPTION NO. 1691200 IN BOOK 769.

17) RIGHT OF WAY EASEMENT AS GRANTED TO AMOCO PRODUCTION CO IN INSTRUMENT RECORDED SEPTEMBER 01, 1976, UNDER RECEPTION NO. 1697790 IN BOOK 776.

18) RIGHT OF WAY EASEMENT AS GRANTED TO CONTINENTAL PIPE LINE CO IN INSTRUMENT RECORDED SEPTEMBER 03, 1976, UNDER RECEPTION NO. 1698045 IN BOOK 776.

19) RIGHT OF WAY EASEMENT AS GRANTED TO PANHANDLE EASTERN PIPE LINE CO IN INSTRUMENT RECORDED APRIL 25, 1978, UNDER RECEPTION NO. 1751456 IN BOOK 829.

20) RIGHT OF WAY EASEMENT AS GRANTED TO AMOCO PRODUCTION CO IN INSTRUMENT RECORDED OCTOBER 13, 1978, UNDER RECEPTION NO. 1769650 IN BOOK 848.

21) RIGHT OF WAY EASEMENT AS GRANTED TO PANHANDLE EASTERN PIPELINE CO IN INSTRUMENT RECORDED JANUARY 26, 1984, UNDER RECEPTION NO. 1954198 IN BOOK 1019.

22) RIGHT OF WAY EASEMENT AS GRANTED TO CONTINENTAL PIPE LINE CO IN INSTRUMENT RECORDED JANUARY 13, 1986, UNDER RECEPTION NO. 2038946 IN BOOK 1099.

23) ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED FEBRUARY 17, 1989, UNDER RECEPTION NO. 2171145 IN BOOK 1224, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

24) TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JULY 21, 1997 AT RECEPTION NO. 2558854 AND AMENDED OCTOBER 4, 2004 AT RECEPTION NO. 3224411.

25) TERMS, CONDITIONS AND PROVISIONS OF NOTICE RECORDED JANUARY 27, 2000 AT RECEPTION NO. 2746643.

26) RIGHT OF WAY EASEMENT AS GRANTED TO HS RESOURCES INC IN INSTRUMENT RECORDED JUNE 11, 2001, UNDER RECEPTION NO. 2856501.

27) TERMS, CONDITIONS AND PROVISIONS OF REQUEST FOR NOTIFICATION RECORDED JULY 02, 2002 AT RECEPTION NO. 2966063.

28) TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF AGREEMENT RECORDED JANUARY 02, 2003 AT RECEPTION NO. 3020296.

29) MATTERS AS SET FORTH ON SURVEY RECORDED OCTOBER 10, 2003 AT RECEPTION NO. 3116133

30) ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN INSTRUMENT RECORDED JULY 26, 2005 UNDER RECEPTION NO. 3306235.

31) TERMS, CONDITIONS AND PROVISIONS OF REQUEST FOR NOTIFICATION RECORDED APRIL 21, 2006 AT RECEPTION NO. 3381135.

32) TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT RECORDED OCTOBER 03, 2006 AT RECEPTION NO. 3424279.

33) TERMS, CONDITIONS AND PROVISIONS OF REQUEST FOR NOTIFICATION RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 3525268.

34) TERMS, CONDITIONS AND PROVISIONS OF ORDER RECORDED DECEMBER 27, 2007 AT RECEPTION NO. 3526088.

35) RIGHT OF WAY EASEMENT AS GRANTED TO KER-MCGEE GATHERING LLC IN INSTRUMENT RECORDED FEBRUARY 23, 2015, UNDER RECEPTION NO. 4084912.

NOTE: THE FOLLOWING NOTICES PURSUANT TO CRS 9-1.5-103 CONCERNING UNDERGROUND FACILITIES HAVE BEEN FILED WITH THE CLERK AND RECORDER. THESE STATEMENTS ARE GENERAL AND DO NOT NECESSARILY GIVE NOTICE OF UNDERGROUND FACILITIES WITHIN THE SUBJECT PROPERTY:

(A) MOUNTAIN BELL TELEPHONE COMPANY, RECORDED OCTOBER 1, 1981 IN BOOK 949 AT RECEPTION NO. 1870705.

(B) WESTERN SLOPE GAS COMPANY, RECORDED MARCH 9, 1983 IN BOOK 990 AT RECEPTION NO. 1919757.

(C) ASSOCIATED NATURAL GAS, INC., RECORDED JULY 20, 1984 IN BOOK 1037 AT RECEPTION NO. 1974810 AND RECORDED OCTOBER 1, 1984 IN BOOK 1045 AT RECEPTION NO. 1983584 AND RECORDED MARCH 3, 1988 IN BOOK 1187 AT RECEPTION NO. 2132709 AND RECORDED APRIL 10, 1989 IN BOOK 1229 AT RECEPTION NO. 2175917.

(D) PANHANDLE EASTERN PIPE LINE COMPANY, RECORDED OCTOBER 1, 1981 IN BOOK 949 AT RECEPTION NO. 1870756 AND RECORDED JUNE 26, 1986 IN BOOK 1117 AT RECEPTION NO. 2058722.

(E) COLORADO INTERSTATE GAS COMPANY, RECORDED AUGUST 31, 1984 IN BOOK 1041 AT RECEPTION NO. 1979784.

(F) UNION RURAL ELECTRIC ASSOCIATION, INC., RECORDED OCTOBER 5, 1981 IN BOOK 949 AT RECEPTION NO. 1871004.

(G) WESTERN GAS SUPPLY COMPANY, RECORDED APRIL 2, 1985 IN BOOK 1063 AT RECEPTION NO. 2004300.

(H) PUBLIC SERVICE COMPANY OF COLORADO, RECORDED NOVEMBER 9, 1981 IN BOOK 952 AT RECEPTION NO. 1874084.

(I) ST. VRAIN SANITATION DISTRICT, RECORDED DECEMBER 14, 1988 AT RECEPTION NO. 2164975.

(J) UNITED POWER, INC., RECORDED JANUARY 24, 1991 AT RECEPTION NO. 2239296.

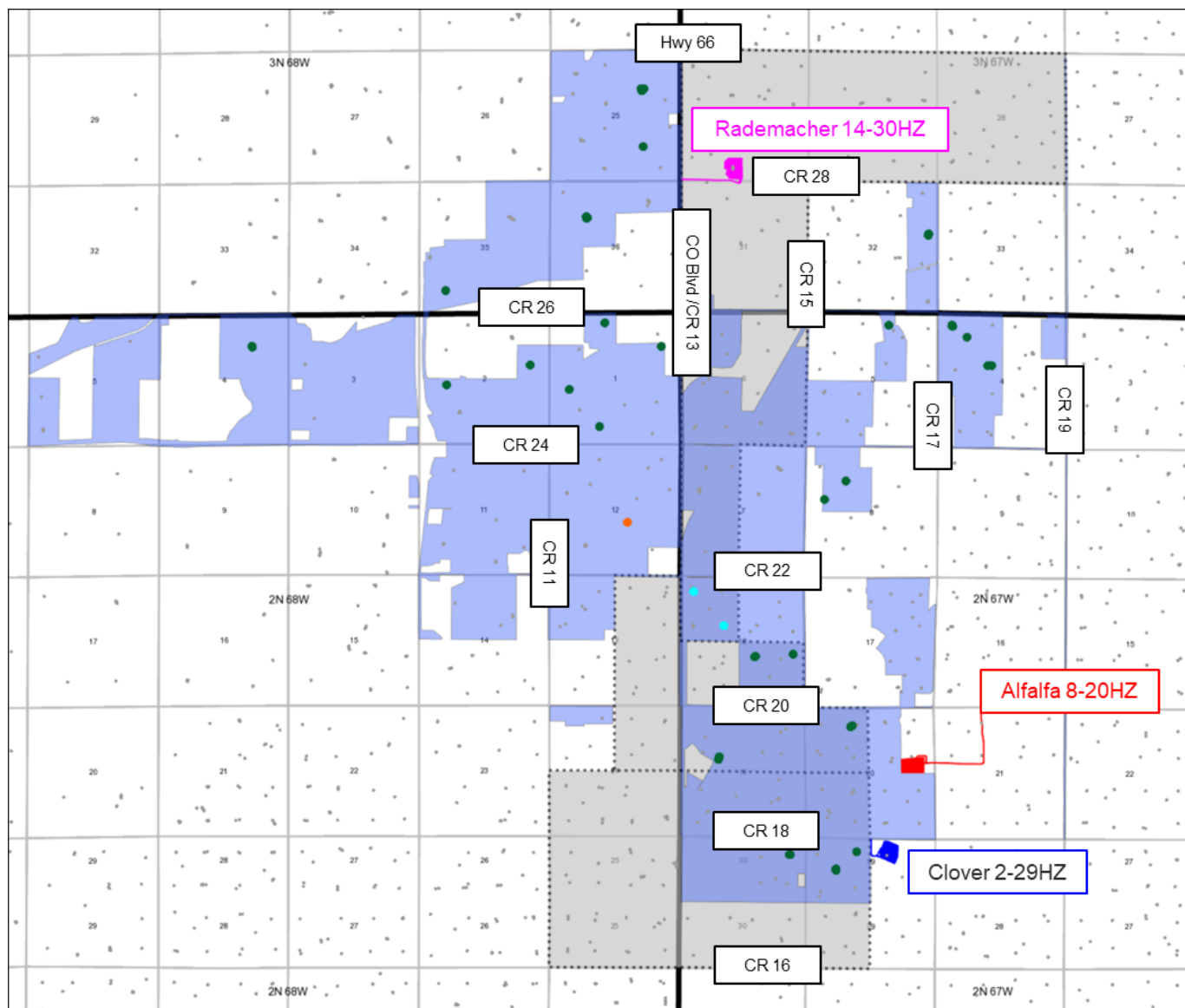
36) RESERVATIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED JUNE 23, 2015, UNDER RECEPTION NO. 4118135.

Exhibit G

Wells to Plug and Abandon Located Within the Town's Boundaries

API	Well Name	Qtr Qtr	Section	Township	Range
0512320616	FARNSWORTH #9-18A	NESE	18	2N	67W
0512317257	KUGEL #V 18-4	NWNW	18	2N	67W
0512320544	HSR-OWEN #15-18A	NWSE	18	2N	67W
0512316429	BRETT #4	NWSE	18	2N	67W
0512314497	KUGEL #12-18	SENW	18	2N	67W
0512320192	VICTORIA U #1-12JI	NWSW	1	2N	68W
0512319574	BOOTH #7-1A	SENE	1	2N	68W
0512320202	VICTORIA U #01-14JI	SESW	1	2N	68W
0512321690	BLC #8-2A	SENE	2	2N	68W
0512314801	ROBERT E BALDWIN UNIT #2	NWNW	4	2N	67W
0512322943	HOMESTEAD #4-4	NWNW	4	2N	67W
0512319583	ROCKY MOUNTAIN FUEL V #19-6JI	SENW	19	2N	67W
0512320217	ROCKY MTN FUEL V #19-5JI	SENW	19	2N	67W
0512323494	MCHALE #2-5	NWNE	5	2N	67W
0512320611	CHENG #3-8A	SENW	8	2N	67W
0512319870	VOGL #5-8A	SWNW	8	2N	67W
0512321120	BURCH #3-1A	NENW	1	2N	68W
0512322636	HAMLIN STATE #6-36	SENW	36	3N	68W
0512320603	HSR-HEINTZELMAN #8-32A	SENE	32	3N	67W
0512320363	HSR-TEETS #3-29A	NENW	29	2N	67W
0512326463	FIRESTONE V #20-03	NENW	20	2N	67W
0512330083	FIRESTONE #20-29D	NENW	20	2N	67W
0512330236	FIRESTONE V #20-04D	NENW	20	2N	67W
0512330296	FIRESTONE V #20-18D	NENW	20	2N	67W
0512335027	SADDLEBACK #21-29	NWNW	29	2N	67W
0512335029	SADDLEBACK #31-29	NWNW	29	2N	67W
0512335030	SADDLEBACK #30-29	NWNW	29	2N	67W
0512335031	SADDLEBACK #6-29X	NWNW	29	2N	67W
0512335032	SADDLEBACK #4-29	NWNW	29	2N	67W
0512335035	SADDLEBACK #29-29	NWNW	29	2N	67W
0512334151	OVERLOOK #21-30	NENE	30	2N	67W
0512334153	OVERLOOK #7-30	NENE	30	2N	67W
0512334158	OVERLOOK #28-30	NENE	30	2N	67W
0512330636	HOMESTEAD #22-4	NWNW	4	2N	67W
0512330642	HOMESTEAD #31-4	NWNW	4	2N	67W
0512330643	HOMESTEAD #29-4	NWNW	4	2N	67W

0512343802	BABCOCK #14C-33HZ	SENW	4	2N	67W
0512343809	BABCOCK #33C-33HZ	SENW	4	2N	67W
0512327377	JUNCTION #12-2	NWSW	2	2N	68W
0512330565	ADAM FARM #27-4	SWNE	4	2N	68W
0512330566	ADAM FARM #28-4	SWNE	4	2N	68W
0512330567	ADAM FARM #21-4	SWNE	4	2N	68W
0512330569	ADAM FARM #1-4	SWNE	4	2N	68W
0512330930	VARRA #41-32	SENE	32	3N	67W
0512330934	VARRA #24-32	SENE	32	3N	67W
0512323648	WAGNER #21-25	SWNE	25	3N	68W
0512323647	WAGNER #2-25	SWNE	25	3N	68W
0512325066	CARMA #7-25	SWNE	25	3N	68W
0512328021	CARMA #24-25	SWNE	25	3N	68W
0512327092	RADEMACHER #10-25	SWSE	25	3N	68W
0512324914	CARMA #14-35	SWSW	35	3N	68W
0512331257	CARMA #3-36	SENW	36	3N	68W
0512331282	CARMA #5-36	SENW	36	3N	68W
0512331287	CARMA #12-36	SENW	36	3N	68W
0512331710	CARMA #21-36	SENW	36	3N	68W
0512331714	CARMA #32-36	SENW	36	3N	68W
0512331716	CARMA #22-36	SENW	36	3N	68W



- Vertical Wells Operated by Others
- Oxy Wells in Firestone Committed to P&A
- Oxy Central Park Wells Committed to P&A
- Oxy Cannot Commit to P&A
- Sprout DSU
- Town of Firestone Municipal Limits

**AGENDA INFORMATION
MEMORANDUM**

**FIRESTONE
TOWN BOARD OF TRUSTEES**



AIM#: 7.d

Discussion/Action

Meeting Date: October 25, 2023

Initiated By:

Dept: Administration

AGENDA TITLE

Final Review of the 2024 Proposed Budget

RECOMMENDATION

SUMMARY

FINANCIAL CONSIDERATIONS

HISTORY AND PREVIOUS BOARD ACTION

ATTACHMENTS

None

Payroll Board Report: September 2023

Company Total							
Gross Earnings	Hours/Units	Amount	% of Co	Voluntary Deductions	Amount	Employee Taxes	Amount
Regular	24,772.91	1,083,647.02	100.00%	SUPPORT ORDER \$ 1	193.27	Federal W/H	110,221.28
Overtime	360.40	22,733.09	100.00%	Accident Insurance	1,345.55	Medicare	18,556.84
Acting Supervisor	6.00	434.98	100.00%	Critical Illness + Spouse	446.90	Social Security	1,251.17
Bereavement	120.00	6,627.43	100.00%	Critical Illness Employee Only	726.10	Colorado State W/H	46,485.00
Call Out	52.00	2,104.58	100.00%	Dental	0.01		176,514.29
Comp Time Used	151.36	4,499.24	100.00%	Equipment	1,087.80		
Contract Paid Time Off	8.00	369.23	100.00%	FPPA - 457 Amount	2,250.00	Employer Taxes	Amount % of Co
Extended Illness Bank	52.00	2,648.22	100.00%	FPPA - 457 Percentage	1,037.95	Employer Medicare	18,556.84 100.00%
Extended Paid Leave	12.66	554.98	100.00%	FPPA - Police Pension	47,621.82	Employer Social Security	1,251.17 100.00%
FTO Pay	24.00	1,008.23	100.00%	FPPA ROTH 457	325.00	CO SUI	126.85 100.00%
Holiday Time Off	823.75	35,030.40	100.00%	FSA Dependent Care Amount	3,172.12		19,934.86 100.00%
Holiday Time Off 10	186.25	8,852.50	100.00%	Flexible Spend Account Medical	3,221.06		
Holiday Worked	101.50	7,066.05	100.00%	Health Savings Account	17,760.82	Employer Match	Amount % of Co
Leave Without Pay	14.77	-	-	Hospital Insurance Employee On	1,095.73	ER PERA MATCH - Match	85,613.53 100.00%
PD Grants/ Contracts	10.00	882.20	100.00%	Limited Purpose Flexible Spend	153.32	FPPA - Police Pension - Match	3,016.04 100.00%
PD Shift Supervisor	6.00	289.98	100.00%	Medical HSA Choice	6,706.04	FPPA Employer Contribution - M	37,711.82 100.00%
Paid Time Off	2,869.49	128,068.52	100.00%	Medical OAP	7,712.16	Mission Square 457 pretax ERD	969.23 100.00%
Paid Time Off Payout	117.77	7,101.49	100.00%	Mission Square - 457b %	360.72		127,310.62 100.00%
Unpaid Leave	1.50	-	-	Mission Square - Roth IRA %	120.24		
CELL PHONE STIPEN	-	300.00	100.00%	Mission Square 457	240.48	Memo Deductions	Amount
MISC PAY	-	4,351.45	100.00%	PERA	77,269.08	Basic Life AD&D - ER Paid	1,647.75
Mayor/Trustee	-	2,150.00	100.00%	PERA - 401K Roth Amount	750.00	Dental Employer Contribution	9,487.56
Retro Pay	-	88.89	100.00%	PERA - 401K Amount	610.00	HSA Employer Contribution	3,900.00
	29,690.36	1,318,808.48	100.00%	PERA - 401K Percentage	1,422.08	Long Term Disability ER Paid	2,029.93
				PERA - 457 AMOUNT	1,470.00	Medical Base ER Contribution	41,975.31
				PERA - 457 PERCENTAGE	2,710.29	Medical HSA Choice ER Contrib	49,176.68
				PERA - 457 ROTH AMOUNT	450.00	Medical OAP Employer Contrib	43,052.48
				PERA - 457 ROTH PERCENTAG	508.10	Mission Square 457 pretax ERD	1,938.46
				PERA Life Insurance	155.00	Pension Death and Disability	13,012.96
				Voluntary Life and AD&D Child	57.61	Short Term Disability ER Paid	2,628.88
				Voluntary Life and AD&D Employ	1,769.20	Vision Employer Contribution	1,708.25
				Voluntary Life and AD&D Spouse	447.75		170,558.26
					183,196.20		
						Net Pay	959,097.99

Name	Total Paid
Total 120 WATER AUDIT INC:	18,570.00
Total 4 RIVERS EQUIPMENT, LLC:	9,909.47
Total A&R TREE AND LANDSCAPING:	4,400.00
Total ABS CONCRETE INC:	80,500.00
Total ADAMSON POLICE PRODUCTS:	1,243.39
Total AIRGAS INC:	88.33
Total ALAN PLUMMER AND ASSOCIATES, INC:	9,005.94
Total AMAZON CAPITAL SERVICES:	5,061.99
Total AMERICAN CONSERVATION & BILLING SOLUTION:	200.00
Total AMERICAN RAMP COMPANY:	148,982.83
Total ANDERSON CONSULTING ENGINEERS, INC:	3,291.00
Total A-ONE CHIPSEAL:	217.96
Total ASPHALT SPECIALTIES CO., INC.:	71,672.06
Total AUSMUS LAW FIRM, P.C.:	1,200.00
Total B K TIRE, INC:	1,049.55
Total BAREFOOT RESIDENTIAL LLC:	247.39
Total Black Hills Energy:	708.75
Total BLU SKY TOWING:	715.09
Total BSK ASSOCIATES:	645.00
Total BUCKEY INTERNATIONAL INC:	576.18
Total C & W TRUCK AND TRAILER, LLC:	94.77
Total CARBON VALLEY RECREATION DISTRICT:	115.50
Total CDW LLC:	972.65
Total CELEGANS LABS INC:	21,389.10
Total CENTRAL WELD COUNTY WATER DISTRICT:	29.27
Total CENTRAL WELD COUNTY WATER DISTRICT.-TREA:	266,096.56
Total CENTURY LINK:	713.38
Total CHASE PAYMENTNET:	86,139.49
Total CHECK-IT CODE CONSULTING LLC:	4,870.73
Total CIGNA HEALTH & LIFE INSURANCE CO:	158,267.95
Total CINTAS FIRST AID & SAFETY:	1,110.87
Total CIRSA:	10,000.00
Total CIVIC PLUS, INC:	515.55
Total CMS ENVIRONMENTAL SOLUTIONS LLC:	395.00
Total COLORADO CIVIL GROUP INC.:	43,558.00
Total COLORADO DEPARTMENT OF AGRICULTURE:	40.00
Total COLORADO DEPT.OF PUBLIC HEALTH & ENVIRON:	810.00
Total COLORADO MATERIALS, INC:	6,056.95
Total CONCENTRA MEDICAL CENTERS:	405.00

Name	Total Paid
Total CONTECH ENGINEERED SOLUTIONS INC:	334.46
Total DANA KEPNER COMPANY INC.:	5,596.24
Total DBC IRRIGATION SUPPLY:	813.36
Total DEFALCO CONSTRUCTION:	340,218.98
Total DELTA DENTAL OF COLORADO, INC:	9,469.56
Total DITESCO LLC:	8,763.92
Total EMPLOYEE REIMBURSEMENTS & PER DIEMS:	6,587.28
Total ENTERPRISE FLEET MGMT CUSTOMER BILLINGS:	72,757.04
Total ENVIROTECH SERVICES INC.:	32,471.24
Total FACTORY MOTOR PARTS CO.:	150.55
Total FASTENAL COMPANY:	61.69
Total FIRST AMERICAN TITLE CO:	32.90
Total FIRST AMERICAN TITLE INSURANCE COMPANY-E:	185.00
Total FIT FOR YOU LLC:	231.50
Total FRANCE PUBLICATIONS, INC:	1,700.00
Total FRED DIEHL CONSULTING:	500.00
Total FRONT RANGE COMPLIANCE SERVICE, LLC:	331.00
Total FRONTIER BUSINESS PRODUCTS:	396.48
Total FUZION FIELD SERVICES LLC:	7,028.43
Total G & G EQUIPMENT INC:	295.60
Total GRAINGER:	1,828.07
Total GREEN GIRL RECYCLING SERVICES:	225.00
Total GREEN MILL SPORTSMAN'S CLUB, INC:	100.00
Total HARRELL'S INC:	16,293.10
Total HAYASHI & MACSALKA, LLC:	18,555.50
Total I BENEFIT TECHNOLOGY RESOURCES, LLC:	200.00
Total IDEAL FENCING CORPORATION:	24,765.00
Total INTERSTATE FORD:	3,646.24
Total JONES, STEPHEN:	1,100.00
Total JOSHUA BOBB:	1,500.00
Total KATHLEEN A. OATIS:	1,250.00
Total KG CLEAN INC:	5,500.28
Total KIMBALL MIDWEST:	2,351.98
Total KING CHEVROLET BUICK GMC:	183.79
Total KINSCO, LLC:	107.88
Total KUMAR & ASSOICIATES INC:	20,420.00
Total L G EVERIST INC:	1,559.94
Total L. L. JOHNSON DISTRIBUTING CO.:	739.49
Total LAND TITLE - GREELEY:	10.06

Name	Total Paid
Total LAND TITLE-DENVER-2:	35.59
Total LANGUAGE NEXUS, INC:	220.00
Total LANGUAGELINE SOLUTIONS:	139.36
Total LARRY'S MOBILE WELDING INC:	8,000.00
Total LAST CHANCE DITCH COMPANY:	.00
Total LAWRENCE CUSTER GRASMICK JONES & DONOVAN:	103,134.88
Total LENNAR COLORADO:	296.08
Total LEONARD RICE ENGINEERS, INC:	132,784.53
Total LEXISNEXIS RISK SOLUTIONS:	3,010.00
Total LONGMONT HUMANE SOCIETY:	1,225.00
Total LYONS GADDIS:	16,750.00
Total MAC EQUIPMENT INC LONGMONT:	259.86
Total MAIN STREET MAT COMPANY, INC:	679.82
Total MCCANDLESS TRUCK CENTER, LLC:	3,342.01
Total MCGEE COMPANY:	667.32
Total MDI TRUCKS OF NORTHERN COLORADO:	24.08
Total MISC VENDOR:	66,549.43
Total MOORE IACOFANO GOLTSMAN, INC:	10,671.25
Total MOUNTAIN STATES LIGHTING, LLC:	35,626.40
Total MTC EQUIPMENT:	5,202.00
Total MTECH MECHANICAL TECHNOLOGIES GROUP:	12,100.00
Total MUTUAL OF OMAHA INSURANCE CO:	8,437.47
Total NEW IPT INC:	3,662.50
Total NORTHERN COLORADO WATER CONSERVANCY DIST:	289,244.60
Total ODP BUSINESS SOLUTIONS LLC:	618.09
Total O'REILLY AUTO PARTS:	1,191.14
Total ORKIN PEST CONTROL, INC:	119.99
Total PERFORMANCE EQUIPMENT SERVICE:	7,840.27
Total PETTY CASH - TOWN OF FIRESTONE:	65.67
Total PINNACOL ASSURANCE:	12,585.95
Total PIRTEK NOCO:	1,494.16
Total PLUMBER'S PARADISE:	24,513.00
Total PROFORCE LAW ENFORCEMENT:	3,961.00
Total PUREWATER DYNAMICS, INC:	592.27
Total QUADIENT LEASING USA INC:	1,000.00
Total QUICK-SET AUTO GLASS:	608.87
Total RAMEY ENVIRONMENTAL COMPLIANCE, INC:	108.00
Total REDEMPTION ROAD COFFEE:	600.00
Total REDNECK TRAILER SUPPLY:	236.18

Name	Total Paid
Total RESOURCE CENTRAL:	1,680.00
Total RESTITUTION / COURT REFUNDS:	150.00
Total RIPTIDE CAR & PET WASH:	901.25
Total ROAD SAFE TRAFFIC SYSTEMS:	25,901.78
Total ROCKY MOUNTAIN RESERVE LLC:	448.85
Total SHIELD 616 INC:	1,024.00
Total SHRED VAULT COLORADO LLC:	90.00
Total ST VRAIN WATER AUTHORITY:	44,059.63
Total STEVE BALCEROVICH:	1,250.00
Total Sturgeon Electric Company:	3,895.00
Total TARGET SPECIALTY PRODUCTS:	2,764.44
Total THE TREE FARM:	5,809.97
Total THOMSON REUTERS-WEST:	228.09
Total TOMMY BOY MINI DONUTS LLC:	1,000.00
Total TRANSWEST TRUCK TRAILER RV:	206.44
Total Treetop Products, Inc.:	591.10
Total TRIDENT SECURITY SYSTEMS INC:	550.00
Total UME CUSTOM EMBROIDERY:	413.28
Total UNIVERSITY AUTO PARTS, INC:	2,180.76
Total UTILITY NOTIFICATION CENTER OF COLORADO:	610.17
Total UTILITY REFUNDS -1:	273.25
Total VECTOR DISEASE CONTROL INTERNATIONAL LLC:	8,507.60
Total VIA MOBILITY SERVICES:	5,520.00
Total VISION SERVICE PLAN - VSP:	1,757.41
Total VORTEX DOORS LLC:	1,219.00
Total WAGNER WELDING SUPPLY CO.:	8.68
Total WANDS & WISHES OCCASIONS:	1,525.00
Total WELD COUNTY DEPT OF PUBLIC HEALTH & ADMI:	2,237.50
Total WELD COUNTY INFORMATION TECHNOLOGY:	271.24
Total WELD COUNTY SHERIFFS OFFICE:	37.83
Total WESTWATER RESEARCH, LLC:	5,000.00
Total WHITESIDE'S BOOTS & CLOTHING 2 - BRIGHTO:	189.99
Total WICKHAM TRACTOR CO, Inc:	1,514.99
Total XPRESS BILL PAY / XPRESS SOLUTIONS:	3,312.18
Grand Totals:	2,430,853.46

Name	Total Paid
MISC VENDOR	
Total CAROLINA GONZALES:	5.00
Total FIRESTONE JUNCTION LLC:	65,988.38
Total GREEN POINT ROOFING:	320.45
Total PRQ EXTERIORS:	235.60
Grand Totals:	66,549.43