



DEVELOPMENT GUIDE: ANNEXATION

02-20

Table of Contents

Introduction	1
Comprehensive Plan and Future Land Uses.....	1
Water Dedication Requirements	2
Code References and General Process	3
Submittal Requirements	3
<i>Annexation Application.....</i>	<i>3</i>
<i>Zoning Map Amendment Application.....</i>	<i>5</i>
Attachments.....	8
<i>Standard Nontributary Ground Water Consent Agreement TEMPLATE.....</i>	<i>9</i>
<i>Annexation Agreement TEMPLATE.....</i>	<i>13</i>
<i>Annexation Petition TEMPLATE.....</i>	<i>19</i>
<i>Annexation Impact Report SAMPLE.....</i>	<i>26</i>

Introduction

Annexation and zoning are discretionary acts of the Town Council. All eligibility criteria must be demonstrated before any annexation may be considered by the Town. Information has been provided below that describes the typical process and submittal requirements for annexation and initial zoning requests. Each annexation will differ, and it is the applicant’s responsibility to stay in touch with Town staff to ensure the process goes smoothly.

This information may help applicants assess the amount of fees and costs associated with the annexation process as well as the fees and costs associated with future development and construction. These costs can be significant. For planning purposes, it is important for applicants to understand the Town’s requirements for water and water tap fees (including raw water dedications, construction requirements, and required improvements), development review fees, impact fees (school, fire and road), plant investment fees, utility connection charges, etc. Development must pay its own way, and all of these fees and costs are required to be paid upon the execution of an annexation agreement. The amount of raw water dedication will be based on the property’s proposed zoning and land uses.

Comprehensive Plan and Future Land Uses

All annexations are guided by the Town’s future land use plans as determined by the [Town of Hudson 2035 Comprehensive Plan](#). Any proposed annexation is required to lie within the Town’s 3-Mile Plan area, and the initial zoning for any newly annexed land would be required to comply with the future land uses set out in the Comprehensive Plan.

Water Dedication Requirements:

The Town has specific water dedication requirements as outlined in the Hudson Municipal Code and noted below for reference.

[Hudson Municipal Code \(H.M.C.\), Sec. 13-63, Basic Dedication Requirement.](#)

- (a) No land shall be annexed to the town, and no water service shall be extended by the town to such land until the town has received, by a good and sufficient conveyance, dedication, grant, assignment or decree, the perpetual right to use water sufficient to serve the anticipated use of the land being annexed. The amount of water to be dedicated to the town may be identified in an agreement between the town and the owner of the land being annexed.*
- (b) The only water source currently acceptable to the town to meet the minimum dedication requirement is water from the Colorado-Big Thompson Project [CBT]. CBT water will be credited towards the minimum dedication requirement at a rate of one-half (½) acre-feet per CBT unit.*
- (c) In addition to the minimum dedication requirement, the property owner shall execute an agreement with the town expressly consenting to the withdrawal by the town of any and all nontributary and not-nontributary ground water as defined in §37-90-102, C.R.S., underlying the land to be annexed. The property owner shall also execute a deed conveying title to the same to the town. In the event any existing decreed and/or permitted wells withdrawing nontributary or not-nontributary ground water have previously been constructed on the property, or permitted for construction, the owner shall convey all ownership of such wells by deed or other appropriate instrument to the town, including any water rights decreed thereto. For such pre-existing wells, the owner shall, at the town's discretion, either: (1) plug and abandon the well(s) in compliance with State Engineer requirements in which case the owner shall forthwith execute an agreement consenting to the withdrawal of any and all remaining nontributary and not-nontributary ground water underlying the property by the town; or (2) grant such easements and rights of way as are necessary to allow the town to operate the well(s) and integrate the well(s) into the town's overall water system.*

Specific information on water tap fees can be found in [H.M.C., Sec. 13-53, Water Tap Fees](#). All water tap fees are based on three (3) components: the current connection charge based on the operating costs and cost of maintaining the Town's water system (water connection fee); the current applicable plant investment fee (PIF); and dedication to the Town of sufficient new raw water supply, or a cash-in-lieu dollar amount, to meet the new demand.

Residential

For single-family residential developments, the minimum dedication requirement is equal to 1 share of CBT water or ½ acre-foot per single-family equivalent.

Multifamily & Nonresidential

For multifamily and nonresidential developments, the minimum dedication requirement is determined by the Town and must be sufficient to serve the anticipated use of the land being annexed. In determining the minimum dedication requirement for multifamily and nonresidential

developments, the owner must submit estimates of the anticipated water demands for the development for review by the Town. These estimates are part of the required utility plan, prepared by a qualified professional, estimating the demand for water services. Based on a review of the utility plan, and considering any recommendations from the Town's staff and/or consultants, the Town will determine the minimum dedication requirement for the multifamily or nonresidential development.

Fee in Lieu

In lieu of the acre-foot shares required, the Town may choose to accept a cash amount equivalent to 110% of the then-current purchase price of such shares of CBT water, as determined by the Town.

Code References and General Process

1. The full annexation petition requirements are in the Colorado Revised Statutes, specifically [C.R.S. § 31-12-107](#), and the eligibility requirements for annexation are in [C.R.S. § 31-12-104](#). They are also listed below under the submittal requirements.
2. The annexation and rezoning process is described in H.M.C., [Sec. 16-69. - Concurrent zoning and annexation](#). Generally, the Town Council will determine substantial compliance of an application for annexation with the C.R.S. requirements before the annexation and zoning is processed through the Planning Commission and then the Town Council.
3. Generally, the process includes the following steps; steps may be modified or lengthened based referral responses, determinations made by the Planning Commission or Town Council, or other factors. There are public noticing requirements associated with both annexation and zoning that may require the applicant to post notice (a sign) on the property, publish notice in the paper, or mail letters to adjacent landowners prior to holding a public hearing. Applicants will need to coordinate the notice process with Town staff.



Submittal Requirements

Note: Annexation and Initial Zoning must be applied for concurrently.

A. Annexation Application

1. Completed Application Form
2. Application Fees, including Development Review Fees
3. Quitclaim deed and consent agreement for ground water (see also Nontributary Ground Water Consent Agreement TEMPLATE)
4. Draft Annexation Agreement (see Annexation Agreement TEMPLATE)
 - i. This should include the proposal for the provision of raw water dedication and payment of connection charges and Plant Investment Fees.
 - ii. For more information on water connection charges and fees, please refer to [H.M.C. Sec. 13-53 Water Tap Fees](#).
5. Annexation Petition (See also Annexation Petition TEMPLATE)
6. Annexation Map – (5) 24"x36", (1) 11"x17", (1) CD as pdf; format noted below.

Annexation Map Format:

- i. See subdivision regulations for basic map format and technical details. Refer to [H.M.C. Sec. 16-91. - Final plat](#).(e) Plat contents.
 - ii. Title of annexation
 - iii. Legal description and clear graphic map of the property being annexed
 - iv. Certification by licensed surveyor, including certification of the required one-sixth contiguity with Town boundaries and graphic display of contiguous boundary.
 - v. Vicinity map.
 - vi. Signature blocks for: Town Council; surveyor, property owner(s)
 - vii. Any ROW, easements, public land dedications per Annexation Agreement
7. Statement of Project Purpose and Rationale, Acreage and Proposed Land Uses/Zoning
 8. Updated Title Policy or Commitment
 9. Development Reports - proposed zoning should be incorporated into your reports, including density [if residential] or square footage [if nonresidential]
 - a. Soils description and limitations
 - b. Known hazards and other environmental conditions on the site
 - c. Preliminary utility plan *as it relates to the density and type of uses proposed with the zoning*
 - d. Amount of historical use of water rights
 - e. Statement on community need for annexation and zoning
 - f. Statement from school board (RE-3J)

- g. Annexation Impact Report as required by [C.R.S. § 31-12-108.5](#). The Annexation Impact Report (see also Annexation Impact Report SAMPLE) will need to be drafted prior to going before the Planning Commission or Town Council. Please provide the following information for use in the Annexation Impact Report.
 - i. A map or maps of the Town and adjacent territory, showing:
 - a) The present streets, major trunk water mains, sewer interceptors, and outfalls, other utility lines, and ditches, and the proposed extension of streets and utility lines in the vicinity of the proposed annexation; and
 - b) The existing and proposed land use pattern in the areas to be annexed.
 - ii. A statement setting forth the plans for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation.
 - iii. A statement setting forth the method under which the Applicant plans to finance the extension of the municipal services into the area to be annexed.
 - iv. A statement identifying existing districts within the area to be annexed.
 - v. A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

B. Zoning Map Amendment Application

1. Completed Application Form
2. Application Fees, including Development Review Fees
3. Written Description of Proposed Amendment, including how it complies the review criteria noted under [H.M.C., Sec. 16-68\(b\)\(6\)](#) Submittal Requirements, specifically b., "Rezoning request narrative," and f., "Approval considerations," linked and copied below.

[Sec. 16-68. - Amendments to land use ordinance or zoning map.](#)

(b) Procedure for zoning map amendment (rezoning).

(6) Submittal requirements.

b. Rezoning request narrative

1. *Applicant's name.*
2. *Description of the general proposal.*
3. *Present zoning and land use on and surrounding the site.*
4. *General development schedule and phasing plan when the project is not constructed at one (1) time.*
5. *Statement of consistency with the Town Comprehensive Plan.*
6. *Description of water and sewer systems proposed to serve the site.*

f. Approval considerations

1. *A need exists for the proposal;*
2. *The particular parcel of ground is indeed the correct site for the proposed development;*
3. *There has been an error in the original zoning;*
4. *There have been significant changes in the area to warrant a zone change;*
5. *Adequate circulation exists and traffic movement would not be impeded by development;*
6. *Additional municipal service costs will not be incurred which the town is not prepared to meet;*
7. *There are minimal environmental impacts or impacts can be mitigated;*
8. *The proposal is consistent with the Town Comprehensive Plan maps, goals and policies (see Future Land Use in Comprehensive Plan [linked here](#)); and*
9. *There is adequate waste and sewage disposal, water, schools, parks and recreation and other services to the proportional degree necessary due to the impacts created by the proposed land uses.*

4. Legal Description of Property

5. A copy of the recorded warranty deed and Title Policy or Commitment (can use same submittal for Annexation)
6. A disclosure letter, explaining whether the applicant is the property owner, or by what authority the applicant is representing the owner, if the applicant is different from the landowner.
7. Interested Property Ownership Report. The Report shall include a current list (not more than 30 days old) of the names and addresses of property owners, mineral interest owners of record, mineral and oil and gas lessees for the property and ditch companies with legal interests within the subject property. The applicant shall certify that the report is complete and accurate.
8. Stamped Business Sized Envelopes Addressed to Property Owners within 500 feet
9. Zoning Amendment Map – (5) full sized copies per the requirements of [H.M.C., Sec. 16-68\(6\)\(c\)](#), Submittal Requirements, Rezoning map exhibit, linked and copied below.

[Sec. 16-68. - Amendments to land use ordinance or zoning map.](#)

(b) Procedure for zoning map amendment (rezoning).

(6) Submittal requirements.

- c. Rezoning map exhibit. A rezoning map is required for land that is not subdivided. The rezoning map for a proposed site shall be prepared in a clear and legible manner. The Town may reject and return any formal submittal which, in its*

opinion, does not display the required information or is done in an unacceptable manner (i.e., poor drafting, etc.). The plan shall be prepared at a scale of one inch equals one hundred feet (1" = 100'), one inch equals two hundred feet (1" = 200') or another scale approved by the Town which allows for maximum clarity of the proposal. Each rezoning map shall contain the following information:

- 1. All adjacent land owned by the applicant; land not part of the proposed request shall be noted as an exception and/or indicate intended current/future use of the land.*
 - 2. Graphically define all natural and manmade watercourses, retention areas, streams and lakes. Any known one-hundred-year floodplain affecting the property shall also be delineated.*
 - 3. Show topography on the site at twenty-foot contours. Other significant topographical conditions should be shown at more defined contours.*
 - 4. Show public access to the proposed development/site.*
 - 5. Show all existing structures on the site, their uses and whether they are to remain on the site.*
 - 6. Delineate to appropriate scale existing easements on the site, their uses and who holds or owns the right to that easement.*
 - 7. North arrow with written and graphic scale, and indicate the preparation date of the plan.*
 - 8. Vicinity map showing the relationship of the site to the surrounding area within one (1) mile.*
 - 9. Indicate the name, address and telephone number of the property owner, applicant (if different) and the persons who prepared the submittal.*
 - 10. Show all existing and proposed streets, drives and roads on or affecting the site, and the names of existing streets on or adjoining the site.*
 - 11. Note existing land uses on adjoining properties and said property's zoning.*
 - 12. Note existing zoning of the site, the proposed zoning of the site or the portion in the request, average lot size, proposed density and all public/ private sources of utility services/ facilities.*
 - 13. Provide an accurate legal description of the property being shown in the proposal.*
 - 14. Indicate the name of the proposal.*
10. Additional information. Depending upon the size and proposed land uses, the Town may require:
- A traffic impact study prepared by a professionally licensed transportation engineer in the State of Colorado;

- A fiscal impact study demonstrating the revenues and expenditures attributable to the proposed development; and
- Development plan and guide if Planned Development (PD) zoning is proposed. For more information regarding this process refer to [HMC Sec. 16-53. - Planned development district \(PD\)](#).

Attachments

1. Standard Nontributary Ground Water Consent Agreement TEMPLATE
2. Annexation Agreement TEMPLATE
3. Annexation Petition TEMPLATE
4. Annexation Impact Report SAMPLE

NONTRIBUTARY GROUND WATER CONSENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20__ by and between the Town of Hudson, a municipal corporation of the State of Colorado (hereinafter referred to as the “Town”), and _____ (hereinafter referred to as the “Property Owner”) (collectively the “Parties”).

RECITALS

- A. The Property Owner is the owner of certain real property described on the attached Exhibit A (hereinafter “Subject Property”), which has been or will be annexed into the Town of Hudson in accordance with the Colorado Municipal Annexation Act of 1965, as amended.
- B. The Town and the Property Owner entered into an agreement dated _____, 20__, setting forth certain terms and conditions to be imposed on the Property Owner upon annexation into the Town of Hudson.
- C. Section 13, Article 1, of the Municipal Town Code for the Town of Hudson provides that “No individual ground water wells shall be drilled or constructed in the town.” (Ord. 113 Sec. 1, 1977). Section 13, Article 1, of the Municipal Town Code for the Town of Hudson provides further that “All water service provided in the town shall be the municipal water provided by the town.” (Ord. 113 Sec. 2, 1977).
- D. As a term and condition of the Property Owner’s annexation into the Town, the Property Owner must dedicate all water rights associated with the property including but not limited to the dedication and consent to the withdrawal by the Town of any and all nontributary and/or not-nontributary ground water underlying the Subject Property in accordance with § 37-90-137(4), C.R.S., as amended.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree as follows:

AGREEMENT

- 1. Consent for the Withdrawal of Nontributary and Not-nontributary Ground Water. The Property Owner hereby consents to the withdrawal of any and all nontributary and not-nontributary ground water, as defined in § 37-90-103(10.5) and § 37-90-103(10.7), C.R.S., as amended, underlying the Subject Property, including but not limited to nontributary and not-nontributary ground water located in the Upper Dawson, Lower Dawson, Denver, Upper Arapahoe, Lower Arapahoe, and Laramie-Fox Hills aquifers, and that the said ground water has not been conveyed or reserved to another, nor has consent been given to its withdrawal by another.

2. Property Ownership Statement. By virtue of this Agreement, the Property Owner certifies and affirms that the Property Owner is the sole owner of the Subject Property as described in Exhibit A at the time of execution of this Agreement, which the Property Owner hereby certifies consists of a total of _____ acres of land.
3. Cooperation with State Engineer Permitting Requirements. In order to obtain a permit for the withdrawal of the nontributary and not-nontributary ground water underlying the Subject Property, the Town must submit certain forms and information, including this Agreement, concerning the ground water underlying the Subject Property and the consent for the withdrawal thereof to the State Engineer. The Property Owner hereby agrees to cooperate with the Town and provide the Town with any necessary forms evidencing the consent for the withdrawal of said ground water as contemplated and given by virtue of this Agreement.
4. Notice of Well Permit Application. No later than 10 days prior to submitting an application to the State Engineer for a permit allowing the withdrawal of nontributary or not-nontributary ground water underlying the Subject Property, the Town will provide notice of such application to the Property Owner in accordance with § 37-90-137(4)(b.5), C.R.S., as amended.
5. No Right to Access to Property. Nothing herein shall be construed as granting consent or an easement to the Town for purposes of accessing the Subject Property to construct, operate or maintain any well for purposes of withdrawing ground water underlying the Subject Property.
6. Recording and Binding Effect. This Agreement shall be recorded in the records of the Clerk and County Recorder of Weld County, Colorado, at the Property Owner's expense, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties, and shall constitute covenants running with the land.
7. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon execution of this Agreement.

Signature page follows.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first written above.

TOWN OF HUDSON, COLORADO

By: _____
Laura Hargis, Mayor

ATTEST

Charity Campfield, Town Clerk

PROPERTY OWNER

By: _____

Name: _____

EXHIBIT A
Property Description

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Town of Hudson, a Colorado home rule municipality with an address of 50 S. Beech Street, P.O. Box 351, Hudson, Colorado 80642 (the "Town"), and _____, with an address of _____ its heirs, successors, and assigns (the " Owner") (each a "Party" and collectively the "Parties").

RECITALS:

- A. Owner is the owner of certain real property situated in the County of Weld, State of Colorado, described in **Exhibit A** attached hereto and made a part hereof (the "Property");
- B. Owner desires to have the Property annexed to the Town; and
- C. The Town wishes to annex the Property into the Town upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Parties hereby agree as follows:

- 1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.
- 2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and 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 Town of Hudson Municipal Code and adopted regulations, as amended, and other applicable laws.
- 3. Water and sewer utilities.
 - a. Water rights. The Property Owner shall dedicate any raw water rights to the Town in order to meet the quantity and quality requirements set forth in the Town's Municipal Code. In addition, the Property Owner shall dedicate to the Town all nontributary water associated with the Property. The conveyance to the Town of such nontributary groundwater associated with and/or appurtenant to the Property shall be made by execution of a Nontributary or Designated Ground Water Consent Agreement and Quit Claim Deed in a form acceptable to the Town and the Property Owner.
 - b. Water & sewer service. The Town shall provide municipal water and sewer service to the Property at its standard rates. To the extent water and/or sewer lines are to be constructed to connect to municipal service, the construction of such lines shall be the obligation and at the sole expense of the Property Owner. The construction and extension of any such necessary lines and associated infrastructure shall be constructed in accordance with Town standards and specifications.
 - c. Tap fees.

- i. Water Tap Fees. For water service provided by the Town, the Town shall determine the water tap fees based on the provisions of the Town of Hudson Municipal Code.
 - ii. Sewer Tap Fees. The Town shall determine the sewer tap fees based on the provisions of the Town of Hudson Municipal Code.
 - d. Easements. Owner agrees to acquire at its own expense and to dedicate to the Town by special warranty deed all utility easements within the Property necessary to provide for the location of water and wastewater distribution, collection and transmission lines and related facilities.
 - e. Northern Colorado Water Conservancy District. On or before the Effective Date of Annexation, Owner shall provide the Town with evidence that an application has been made to include the Property within the Northern Colorado Water Conservancy District (“NCWCD”) and its municipal sub-district.

4. Zoning and development.

- a. Owner hereby consents to zoning the Property as _____, as defined by § _____ of the Hudson Municipal Code. Owner acknowledges that _____ zoning, with its _____ means....
- b. Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations and other applicable law. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations.
- c. Owner shall cause to be created at the time of plat approval a mandatory homeowner's association for the purpose of maintaining those areas described in this Agreement.
- d. Limitation on number of units. The total number of units allowed on the Property shall not exceed _____ (_____).

5. Town fees. Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Administrator.

- a. Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder.
- b. Owner agrees to pay all impact fees as established by Town ordinance at the time this Agreement is executed and such additional impact fees as may be in effect at the time of development of the Property (as evidenced by plat approval) so long as said additional impact fees are assessed or adopted Town-wide except as specifically provided by this Agreement.
- c. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Town-wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Road improvements.

a. Owner shall be responsible for the cost of improvements to _____ as needed for the road to comply with the Town's current standards and specifications. Owner shall contribute an amount equal to the cost of _____, calculated according to the Property's length of frontage along _____. Owner shall make this contribution to the Town within 90 days of written request from the Town made after the improvements are complete.

b. In order to secure the construction, installation and payment of the roadways described herein, Owner shall, prior to the commencement of any construction including, but not limited to, staking, earth work, and grading, furnish to the Town, at Owner's expense, an irrevocable letter of credit in which the Town is designated as beneficiary, to secure the performance and completion of the specific roadway improvements to be constructed as described herein, in an amount of one hundred ten percent (110%) of the estimated cost of the roadway improvements to be constructed.

c. In the event Owner fails to construct any road described herein within the applicable time periods, Owner agrees that the Town may rezone the Property to agriculture as an additional remedy to those remedies described in this Agreement, provided the Town has given written notice to Owner of such default. Owner shall have thirty (30) days to commence construction and ninety (90) days thereafter to complete such roadway construction. If Owner fails to commence or complete such construction within these time periods, the Town may commence the rezoning of the Property.

d. Owner (or its successors) shall pay the Town _____ dollars (\$_____) for the installation of traffic signals at the intersections of _____ and _____. Owner agrees to pay such traffic signal fee for these traffic signals as follows:

_____.

6. Open space. Owner agrees to convey to the Town by special warranty deed, free and clear of all liens and encumbrances, a minimum of _____ (_____) acres of open space throughout the Property at the time of final platting.

7. Land dedication.

8. Trails connections. Owner hereby agrees to construct and cause to be maintained by itself or by means of a homeowner's association, trail connections throughout the Property, in accordance with an approved final plat, connecting with existing trails within the Town of Hudson.

9. Parks. Owner shall provide developed park sites, land development and cash obligations as provided herein. Owner hereby agrees to develop park sites with a collective acreage of _____ (_____) acres as described _____. The park sites shall be developed according to the standards contained in the Town's parks and open space plan. Owner shall also pay the Town a fee in lieu of dedicating other developed park sites in the amount of _____ dollars (\$_____).

10. School impact fee.

11. Waiver of prior vested rights. Owner waives any prior vested property rights acquired in Weld County and acknowledges that this Agreement creates no new vested rights.

12. Remedies. Owner's remedies against the Town for the Town's breach of this Agreement are 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 the public improvements be paid or honored.
- d. Any other remedy available at law.

13. Indemnification. Owner agrees to indemnify and hold harmless the Town and the Town's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including attorney's fees and court costs, which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the Town in order to effectuate the annexation of the Property, or which are in any manner connected with the Town's enforcement of this Agreement. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Town's option to pay the attorney's fees for defense counsel of the Town's choice for, any such liability, claims, or demands.

14. Owner. Owner is entering into this Agreement and is undertaking the obligations imposed upon Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property _____ as provided herein. Performance of Owner's obligations hereunder is expressly conditioned upon the Town's adoption of such ordinance. If the Town fails to adopt such ordinance or if the annexation of the Property is not completed, the petition for this annexation will be deemed withdrawn and the annexation process will be terminated.

15. Authority of the Town. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

a. Owner acknowledges that the annexation and subsequent zoning of the Property are subject to the legislative discretion of the Town Council of the Town of Hudson. No assurances of annexation or zoning have been made or relied upon by Owner.

b. In the event that the Town of Hudson Town Council, in the exercise of its legislative discretion, does not take any action with respect to the Property herein contemplated, then the sole and exclusive remedy for the breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the petition for annexation by Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

16. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever.

17. General provisions.

a. Binding effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the Parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the Parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

b. Recordation of agreement. This Agreement shall be recorded with the Clerk and Recorder of Weld County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the Parties.

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

d. Severability. It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or 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.

e. Governing law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Weld County, Colorado.

f. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. mail to the Party at the address set forth on the first page of this Agreement.

g. Entire agreement; amendments. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties. This Agreement may be amended by written agreement between Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date set forth above.

TOWN OF HUDSON, COLORADO

By: _____

Laura Hargis, Mayor

ATTEST:

Charity Campfield, Town Clerk

OWNER:

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires: _____

(S E A L)

Notary Public

PETITION FOR ANNEXATION

TO: THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO,

RE: PROPERTY KNOWN AS _____

The undersigned landowner, in accordance with Title 31, Article 12, Part 1, C.R.S., known as the Municipal Annexation Act of 1965, hereby petitions the Town Council of the Town of Hudson, Colorado, for annexation to the Town of Hudson (the "Town") of the following described unincorporated area situate and being in the County of Weld, State of Colorado (the "Property"):

(See **Exhibit A**, attached hereto and incorporated herein by reference.)

In support of this Petition, Petitioner states as follows:

1. It is desirable and necessary that the Property be annexed to the Town of Hudson, Colorado.
2. The requirements of the applicable provisions of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met as follows:
 - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Hudson, Colorado, disregarding for contiguity purposes, as allowed by Section 31-12-104(1)(a), C.R.S., the existence of any platted street or alley, any public or private right-of-way, any public or private transportation right-of-way or area, public lands (except county-owned open space) or any lakes, reservoirs, streams or other natural or artificial waters located between the Town and the Property. The contiguity required by Section 31-12-104(1)(a), C.R.S., has not been established by use of any boundary of an area that was previously annexed to the Town where the area, at the time of its annexation, was not contiguous at any point with the boundary of the Town, and was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than 3 miles from the nearest boundary of the Town, nor was the contiguity required by Section 31-12-104(1)(a), C.R.S., established by use of any boundary of territory that was subsequently annexed directly to, or which was indirectly connected through, subsequent annexations of such an area.
 - b. The proposed annexation will not create any disconnected municipal satellites.
 - c. A community of interest exists between the Property and the Town of Hudson, Colorado.
 - d. The Property is urban or will be urbanized in the near future and is integrated or is capable of being integrated with the Town of Hudson, Colorado.
 - e. In establishing the boundaries of the Property, no land 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:
 - i. is divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.

- ii. comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000.00 for *ad valorem* tax purposes for the year next preceding the annexation is included in boundary of the Property without the written consent of the landowner(s).
 - f. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
 - g. Annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.
 - h. Annexation of the Property will not extend any boundary of the Town more than three (3) miles in any direction from any point on the Town's boundary in any one year.
 - i. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
 - j. Reasonable access will not be denied to landowners, owners of easements or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town.
3. Accompanying this Petition are four (4) copies of an annexation map showing the seal of a registered engineer or land surveyor, containing:
- a. A written legal description of the boundaries of the Property;
 - b. A map showing the boundary of the Property and the boundary of the Property contiguous with the Town of Hudson and any other municipality abutting the Property;
 - c. Within the Property, the location of each ownership tract of unplatted land, and, with respect to any area that is platted, the boundaries and the plat numbers of plots or lots and blocks;
 - d. The total acreage, more or less, of the Property;
4. Petitioner owns of more than fifty percent (50%) of the Property, exclusive of streets and alleys.
5. That Petitioner signed this Petition no more than 180 days prior to the date of the filing of this Petition.
6. This Petition satisfies the requirements of Article II, § 30 of the Colorado Constitution in that it is signed by persons comprising more than 50% of the landowners of the Property who own more than 50% of the Property, excluding public streets and alleys and any land owned by the Town.
7. That no election has been held within the last 12 months for annexation of the Property to the Town.
8. The area proposed to be annexed is located within Weld County, Weld County School District RE-3J, Hudson Fire Protection District, and the following districts: Weld Library; Aims College; Central Colorado Water, Lost Creek Ground Water and Central Colorado Water Conservation.
9. Upon the effective date of the ordinance annexing the Property to the Town, all lands within the Property shall become subject of all ordinances, resolutions, rules and regulations of the Town of Hudson, except for general property taxes which shall become effective on January 1 of the next year following passage of the annexation ordinance. Provided, however, Petitioner Colorado Department of Transportation, if applicable, shall not be subject to taxes or fees levied by the Town from which they are exempt by Colorado law.
10. Petitioner has not requested from any government entity review of a site specific

development plan that would vest Petitioner with the property rights contemplated in Section 24-68-101, *et seq.*, C.R.S., and that Petitioner hereby waives any vested property rights for the Property resulting from any prior approval of any site specific development plan as defined in Section 24-68-101, *et seq.*, C.R.S.

11. By the date that is 90 days after the effective date of the annexation ordinance, the Property shall be brought under the Town's zoning code and map.

12. The Property is not presently a part of any incorporated city, city and county, or town.

13. Petitioner understands that connection to the water system of the Town requires inclusion into the Northern Colorado Water Conservancy District, and the Municipal Subdistrict, Northern Colorado Water Conservancy District. Failure to provide such services to the Property shall not be cause for disconnection of the Property at any future time.

14. As an express condition of annexation, Petitioner consents to inclusion of the Property into the Northern Colorado Water Conservancy District (the "District") pursuant to Section 37-45-136 (3.6), C.R.S. Petitioner acknowledges that, upon inclusion in the District, the Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the District. Petitioner waives any right to require an election pursuant to article X, sec. 20, of the Colorado Constitution before the District can impose the mill levies and special assessments that it has the authority to impose. Petitioner also waives, upon inclusion, any right that may exist to a refund pursuant to article X, sec. 20, of the Colorado Constitution.

15. As an express condition of annexation, Petitioner consents to inclusion of the Property into the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict") pursuant to Section 37-45-136 (3.6), C.R.S. Petitioner acknowledges that, upon inclusion in the Subdistrict, the Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the Subdistrict. Petitioner waives any right to require an election pursuant to article X, sec. 20, of the Colorado Constitution before the Subdistrict can impose such mill levies and special assessments that it has the authority to impose. Petitioner also waives, upon inclusion, any right that may exist to a refund pursuant to article X, sec. 20, of the Colorado Constitution.

16. The Property, the owners hereof and the uses thereon are also bound by any voter authorization under art. X, sec. 20, of the Colorado Constitution, adopted prior to annexation of the Property. Petitioner waives any claims to a refund they may have under art. X, sec. 20, of the Colorado Constitution related to such taxes and fees.

SIGNATURE PAGE FOLLOWS

Therefore, undersigned Petitioner respectfully request that the Town Council of the Town of Hudson, Colorado, approve the annexation of the Property.

Name	Date	Mailing Address
STATE OF COLORADO)	

) ss.

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____.

My Commission expires _____.

(SEAL)

Notary Public

Name

Date

Mailing Address

STATE OF COLORADO)

) ss.

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____.

My Commission expires _____.

(SEAL)

Notary Public

AFFIDAVIT OF CIRCULATOR

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

I was the circulator of the foregoing Petition for annexation of the Property to the Town of Hudson, Colorado, consisting of _____ pages, including this page and that each signature thereon was witnessed by me and is the signature of the person whose name it purports to be.

Circulator

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing Affidavit of Circulator was subscribed and sworn to before me this _____ day of _____, 20____, by _____.

My Commission expires:

[S E A L]

Notary Public

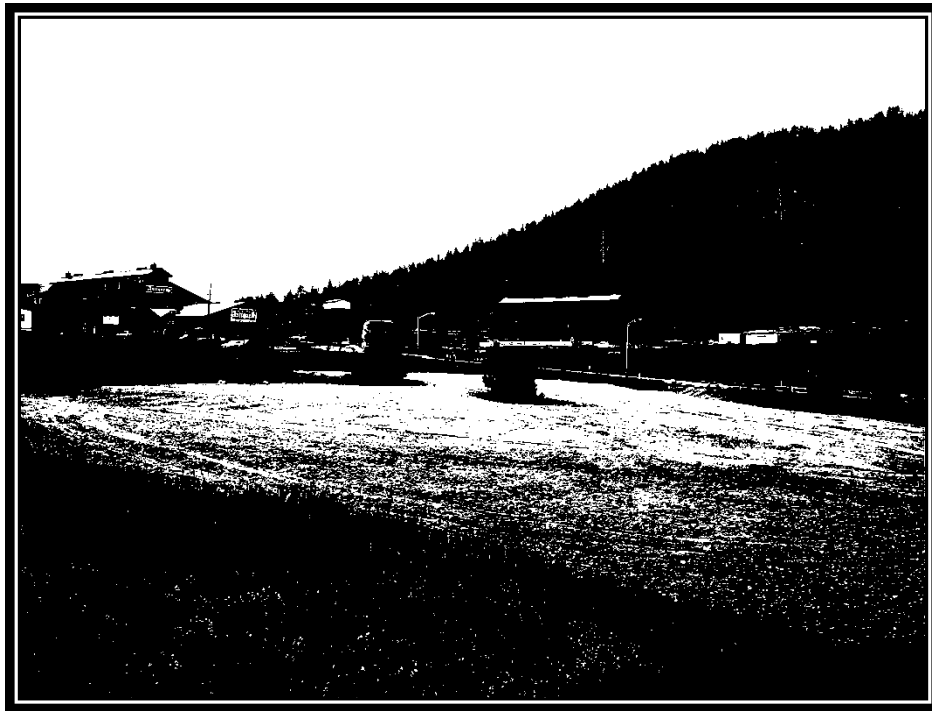
EXHIBIT A

Legal Description of Area to be Annexed

[name]

ANNEXATION IMPACT REPORT

[DATE]



Proposed annexation of property
to the
Town of _____, Colorado
by

INTRODUCTION

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and concerns the proposed annexation by [Applicant] of certain real property known as the _____ property (Property) to the Town of _____ (Town). The Applicant is proposing an annexation comprising a total of _____ acres, more or less, including road right-of-ways and generally located in Section _____, of Township _____, Range _____ West of the 6th Principal Meridian, _____ County, Colorado.

The Property is generally located _____.

A. CURRENT ZONING/USES/PROCESS

Zoning

The Property is currently zoned _____ by _____ County. The _____ County website identifies the following uses as allowed in this district: _____. The applicant proposes to change the Property’s zoning, upon annexation, to the Town zone district of _____.

Land Uses

The Property is currently [or describe other existing land uses].

Process

The Annexation Petition for the Property was submitted to the [governing body] and the [governing body] approved a Resolution of Substantial Compliance (Resolution No. _____) on _____, 20____, acknowledging receipt of the petition for annexation for the Property, adopting findings regarding said Property, and setting the date, time, and place for the Public Hearing as _____, 20____ at 7:00 p.m., at _____.

B. ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to Section 31-12-108.5(1)(a), C.R.S.

1. MAPS - C.R.S. § 31-12-108.5(1)(a)

Three maps are included as exhibits to this report as required by Subparagraph (a) of C.R.S. 31-12-108.5:

Exhibit A: Annexation Maps

[must show the present and proposed boundaries of the municipality in the vicinity of the proposed annexation; insert any description about the annexation map of particular import; perhaps highlight here the 1/6 contiguity calculation]

Exhibit B: Conceptual Utility Service Maps

[must show the present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; insert any description of issues of note – where utilities must be extended, if applicable, and how, if so; etc.]

Exhibit C: Generalized Land Use Map

[must show the existing and proposed land use pattern in the areas to be annexed]

2. PRE-ANNEXATION AGREEMENT – C.R.S. § 31-12-108.5(1)(b)

An annexation agreement is being negotiated with the Annexor. A copy of the draft annexation agreement is appended to this Report as Exhibit D.

3. EXTENSION & PROVISION OF MUNICIPAL SERVICES – C.R.S. § 31- 12-108.5(1)(c)

For all facilities and services, the Annexor will have the obligation to develop and install all on-site and off-site transmission and/or infrastructure facilities necessary to serve the Property with water, wastewater, stormwater facilities and other municipal services.

Water:

[Describe under each of the following headings how the particular municipal service will be provided to the newly-annexed property.]

Wastewater:

Stormwater:

Other Dry Utilities:

Telephone, gas, electric and cable television/internet services are not provided by the Town, but are provided by private providers in the area.

Emergency Services:

The _____ Police Department will provide law enforcement services. The _____ Fire Authority/Department will provide fire protection.

Open Space/Parks/Public Land Dedication:

The annexation agreement documents the public land dedications and/or fees that will be suitable for parks, schools, fire and other public facilities as appropriate.

Streets:

4. FINANCING SERVICE EXTENSIONS – C.R.S. § 31-12-108.5(1)(d)

Under the Town’s policy of requiring growth to pay its own way, Annexor will be required to pay for the extension of Town services to the Property. Real property taxes on the Property will fund police protection and other general Town services.

5. EXISTING DISTRICTS IN THE AREA TO BE ANNEXED – C.R.S. § 31- 12-108.5(1)(e)

The _____ County Treasurer’s office records reflect that the Property is subject to the following taxing authorities:

<u>Tax District</u>	<u>Levy</u>
<hr style="width: 15%; margin: 0 auto;"/>	
Total	

6. EFFECT ON SCHOOL DISTRICT – C.R.S. § 31-12-108.5(1)(f)

[Describe potential effect on school district.]

EXHIBIT A: ANNEXATION MAPS

EXHIBIT B: CONCEPTUAL UTILITY SERVICE MAPS

EXHIBIT C: GENERALIZED LAND USE MAP

EXHIBIT D: DRAFT ANNEXATION AGREEMENT