

**TOWN OF LYONS, COLORADO  
ORDINANCE NO. 577**

**AN ORDINANCE ANNEXING THE FORSBERG 2 PROPERTY**

WHEREAS, A Petition for Annexation have been filed by Robert Forsberg and Leona D. Forsberg for the annexation to the Town of the following described real property; to wit:

See legal description in Exhibit A attached hereto  
and made a part hereof, and

WHEREAS, it appears that Petitioners are the sole owners of the above described property exclusive of public rights of way; and

WHEREAS, a public hearing was held on said Petition pursuant to statute on January 2, 1995 at 7:30 P.M. and

WHEREAS, the Board of Trustees adopted Resolution No. 1995-2 and determined that the applicable parts of COLO. REV. STAT. §31-12-104 and 105 had been met; and

WHEREAS, Petitioner and the Board of Trustees have executed an Annexation Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LYONS, BOULDER COUNTY, COLORADO; THAT;

1. The above described property be annexed to and included within the town limits of the Town of Lyons.
2. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including filing two certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the Boulder County Clerk and Recorder.
3. The Annexation Agreement is approved and the Mayor and Town Clerk are authorized to execute the agreement on behalf of the Town.
4. The property shall be zoned A-2 Agricultural.
5. This ordinance shall be published and become effective as provided by law.

INTRODUCED AND PASSED ON FIRST READING THIS 2ND DAY OF JANUARY, 1995.

INTRODUCED, PASSED, AND ADOPTED AND ORDERED PUBLISHED THIS 16TH DAY OF JANUARY, 1995.

TOWN OF LYONS

By Frances Brackett  
Frances Brackett, Mayor

ATTEST

Kelly J. Freeman  
Kelly J. Freeman, Town Clerk

## ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of January, 1995, by and between the TOWN OF LYONS, a municipal corporation, hereafter referred to as TOWN, and ROBERT FORSBERG AND LEONA D. FORSBERG, or their successors or assigns, hereafter referred to as ANNEXORS.

WITNESSETH:

WHEREAS, ANNEXORS have applied to TOWN for annexation of certain real property owned by ANNEXORS, to wit:

See legal description in Exhibit A attached hereto and made a part hereof, and

WHEREAS, the TOWN wishes to control its growth in a planned and orderly fashion, maintaining and improving quality of life and the Town's ability to provide and enhance environmental amenities, services and local opportunity for its citizens; and,

WHEREAS, ANNEXORS wishes to develop the subject property for uses compatible with its objectives and those of TOWN; and

WHEREAS, the parties mutually recognize and agree that it is necessary and desirable for orderly development that the TOWN be the source of necessary urban services for property to be developed, such as police protection, and local government administration, and further agree that it is in the public interest of the parties hereto to enter into a written agreement as to the overall plan of development, including location and dedication of public ways and public areas, zoning, dedication of water rights, and location and payment regarding roads, utilities and other improvements;

NOW, THEREFORE, in consideration of the foregoing covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is here declared:

1. BASIC INTENT. The intent of this agreement is to set forth the basic requirements for annexation and development of the property described above. This agreement shall be binding upon the parties and may not be modified except by further written agreement.

2. DEVELOPMENT. The property annexed shall be developed in general conformity with TOWN subdivision regulations, building codes and other applicable statutory and local requirements.

3. MUNICIPAL SERVICES. As a result of the annexation of the subject property, TOWN agrees to provide the property with the usual municipal services in accordance with this agreement, and the ordinances and policies of the TOWN, and the development plans for the property, which services shall include, but are not limited to, police protection, and all other services customarily and currently provided by the TOWN, except that the Town does not provide, nor does it intend to provide and the ANNEXOR does not want municipal water or sewer service to the area to be annexed.

3.1 The TOWN agrees that use of municipal services in outlying areas is not always economically feasible; therefore, the TOWN agrees that ANNEXORS may use water wells and septic systems approved by the Boulder County Health Department until water and sewer lines from the TOWN are within 400 feet of the water well or septic system user's building.

3.2 ANNEXORS acknowledges that an Intergovernmental Agreement exists between the TOWN and the Lyons Fire Protection District.

4. PUBLIC IMPROVEMENTS. All public improvements, including but not limited to electric service shall be constructed to TOWN standards or, where applicable, to the standards of the utility providing the service. Electric lines shall be sized to provide for development of the property and ANNEXORS may be required to contribute to the cost of reasonable oversizing for future development subject to reimbursement by TOWN, future developers and/or users.

5. COSTS. ANNEXORS agree to pay to TOWN \$500.00 as an annexation fee and such other fees as may be necessary. In addition the parties agree that ANNEXOR shall be given credit for their electric community investment fee in the amount of \$2,000.00 by crediting 1.33 units of CBT water referred to in ¶6 below and for the cost of preparing the Annexation Impact Report in the amount of \$350.00 by crediting .23 units of CBT water referred to in ¶6 below.

6. WATER. ANNEXORS have previously transferred to the TOWN, eight (8) units of Colorado Big Thompson water which the TOWN has held in trust for ANNEXORS. Both parties agree that each unit of water has a current value of \$1,500.00 per unit for a total of \$12,000.00. Pursuant to Section 10-1-7(A)(9) of the LYONS MUNICIPAL CODE, the TOWN agrees to adjust the amount of CBT water required for this annexation to three units to be allocated as follows, one unit for each lot and one unit for the existing building.

6.1 At such time as a building permit is requested for the other undeveloped lot, the owner shall dedicate one additional unit of CBT water to the TOWN.

6.2 In the event of any mutually agreed zoning changes, ANNEXORS or their assigns shall be required to meet all additional water requirements then required under the LYONS MUNICIPAL CODE.

7. LAND DEDICATION. The parties agree that ANNEXORS may pay cash-in-lieu of dedicating land. Such cash-in-lieu shall be 3.433 units of Colorado Big Thompson water applied against ANNEXORS' credit of eight units referred to in ¶6 above.

8. ZONING. TOWN agrees that the property shall be zoned A-1 Agricultural and that this zoning is a condition to the final annexation.

9. Highway Access. ANNEXORS agree to assume all responsibility, including financial responsibility, for any Department of Transportation requirements for access to the subject property.

10. BREACH. If at any time the TOWN or ANNEXORS breach this agreement, the aggrieved party may seek any available remedy at law or equity and the prevailing party shall be entitled to recover its reasonable attorney's fees.


11. COOPERATION. Each of the parties hereto does agree to take such steps and execute such documents as may be necessary to effectuate the spirit and terms and performances called for under this agreement.

12. BINDING. It is understood and agreed between the parties hereto that this agreement and the terms and conditions herein are hereby incorporated and made a part of the Annexation Ordinance, and shall be binding upon the heirs and assigns of the ANNEXORS and any third person acquiring any interest in the subject property, and shall run with the land until all of said land has Final Plats approved and recorded and all conditions of this contract have been met to the satisfaction of the TOWN. Annexor's responsibilities shall end with respect to all or any portion

of the property sold by ANNEXORS at such time as the purchaser affirms in writing in the purchase contract or in a separate instrument its agreement to perform those responsibilities. In the alternative, purchaser's acceptance of a deed specifically made subject to this Annexation Agreement shall constitute affirmation by the purchaser.

13. RECORDING. This agreement shall be recorded by the TOWN in the office of the Clerk and Recorder of Boulder County, Colorado.

ANNEXORS

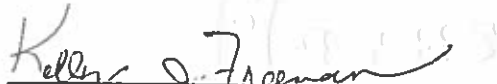
  
ROBERT FORSBERG

  
LEONA D. FORSBERG

TOWN OF LYONS

  
FRANCES BRACKETT  
MAYOR

ATTEST:

  
KELLY J. FREEMAN, TOWN CLERK

# **Legal Description**

LEGAL DESCRIPTION

August 3, 1994

A TRACT OF LAND LOCATED IN A PORTION OF THE NE1/4 OF THE SE1/4 OF SECTION 13, T3N, R71W AND A PORTION OF THE SW1/4 OF THE NW1/4 AND THE NW1/4 OF THE SW1/4 OF SECTION 18, T3N, R70W OF THE 6TH P.M. BOULDER COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE W1/4 CORNER OF SAID SECTION 18: THENCE ALONG THE CENTER OF SECTION LINE S 88°13'23" E 396.09 FEET; THENCE LEAVING SAID CENTER LINE, N 01°35'26" W 215.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY FENCE LINE OF APPLE VALLEY ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY FENCE LINE S 82°32'04"E 97.07 FEET; THENCE N 86°47'41" E 214.50 FEET; THENCE N 69°55'11" E 101.32 FEET; THENCE N 58°51'29" E 140.74 FEET; THENCE N 43°29'11" E 286.37 FEET; THENCE N 51°52'35" E 130.58 FEET; THENCE N 58°12'19" E 155.21 FEET; THENCE N 58°43'08" E 67.48 FEET TO THE EAST LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 18; THENCE ALONG SAID EAST LINE, S 00°15'16" E 759.08 FEET TO THE NORTHEAST CORNER OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 18, S 00°14'28" E 1309.80 FEET TO THE SOUTHEAST CORNER OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 18; THENCE ALONG THE SOUTH LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 18, N 88°22'21" W 1394.13 FEET TO THE EAST LINE OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13, S 00°54'01" E 1313.92 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION 13, S 89°58'29" W 331.83 FEET; THENCE LEAVING SAID SOUTH LINE N 00°54'01" W 2623.69 FEET, PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 13; THENCE N 89°15'35" E 331.79 FEET TO THE TRUE POINT OF BEGINNING OF SAID TRACT CONTAINING 71.535 ACRES, MORE OR LESS.

*Richard A. England*  
Richard A. England

