

**ANNEXATION AGREEMENT**

THIS ANNEXATION AGREEMENT is made and executed this <sup>28<sup>TH</sup></sup> day of November, 2022, by and between the COUNTY OF WELD, COLORADO, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632 (hereinafter referred to as “Annexor” or “the County”), and the TOWN OF KEENESBURG, COLORADO, whose address is 91 W. Broadway Avenue, Keenesburg, CO 80643 (hereinafter referred to as “Town”), for the annexation of:

Those portions of Weld County Roads (“WCR’s”) 59, 18 and 16½ described or shown in the attached Exhibits “A” through “D.” The annexation of these portions of roadways is hereinafter referred to as: “County Roads 59, 18 and 16½ Annexation to the Town of Keenesburg” or the “WCRs 59, 18 and 16½ Keenesburg Annexation.”

WITNESSETH:

WHEREAS, Annexor is the governmental entity which owns and controls the WCRs 59, 18 and 16½ Keenesburg Annexation, and

WHEREAS, Annexor has been requested to file a petition with the Town for the purpose of annexing the WCRs 59, 18 and 16½ Keenesburg Annexation to the boundaries of the Town, and

WHEREAS, Annexor desires to impose upon the Town certain terms and conditions relating to the proposed annexation and to the effectiveness of the referenced petition, and

WHEREAS, the Town has reviewed and approved the conditions requested by Annexor and desires to make the proposed annexation subject to the conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the parties hereto, to be kept and performed by each of them, it is agreed by and between the parties hereto as follows:

1. Submission of Annexation Petition. Contemporaneously with the execution of this Agreement, Annexor is submitting a certain annexation petition for the annexation of the real property described or shown in Exhibits A through D, to the Town for its consideration. Said petition, (hereinafter the “Annexation Petition”), is incorporated herein by reference. The Annexation Petition is submitted on the express condition that it will be approved by the Town and the real property described or shown in Exhibits A through D will be annexed to the Town under and pursuant to the conditions set forth in Paragraph 2, hereunder.
2. Terms and Conditions Applicable to Annexation. The Town will be responsible for maintenance of the annexed WCRs 59, 18 and 16½ on and after the effective date of the annexation. Maintenance includes, but is not limited to, surface treatment repair, such as crack seal, chip seal, overlay paving and reconstruction; filling potholes; repair and fill of washouts; weed control; and

the removal of snow, all as determined reasonable and necessary by the Town.

- a. The Town will not impose any weight limitation applicable to vehicles using the annexed WCRs 59, 18 and 16½ without the written consent of the Annexor.
- b. The Town will not impose any limitation on vehicular access or use of the annexed WCRs 59, 18 and 16½ so as to specifically exclude farm or agricultural vehicles and equipment, or to exclude new access solely because of objection by the Town to the type or extent of the new adjacent land use permit(s) granted by the County. All new access points on the annexed portions of WCRs 59, 18 and 16½ will be evaluated by the Town in accordance with general standards and requirements used to determine appropriate access points on all Town roadways of similar type as the annexed portions of WCRs 59, 18 and 16½.
- c. Current points of ingress and egress to the annexed WCRs 59, 18 and 16½ for current uses from abutting property owners will continue to be allowed for such purposes, the intent being that annexation shall not impair or affect current access except as otherwise agreed upon between the Town and the abutting property owner.

3. Town's Consent to Terms and Conditions. By execution hereof, the Town shall be deemed to agree to each, and every condition stated in Paragraph 2, hereof.
4. Other Specific Requirements of Annexation. The Town shall be required to produce annexation maps to accompany the annexation petition.
5. Entire Agreement. This instrument embodies the entire agreement of the parties with respect to the subject matter hereof. 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 hereto. No modification to this Agreement shall be valid unless agreed to in writing by the parties hereto.
6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in interest.
7. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

8. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
9. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this agreement shall be construed and enforced without such a provision, to the extent this Agreement is then capable of execution within the original intent of the parties.


IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officials to execute this Agreement the day and year first above written.

ANNEXOR:

ATTEST: *Easter G. Meoick*  
Clerk to the Board

COUNTY OF WELD, a political Weld County subdivision of the STATE OF COLORADO:

By: *Cheryl*  
Deputy Clerk to the Board



By: *[Signature]*  
Scott K. James, Chair

NOV 28 2022

TOWN:

ATTEST:

TOWN OF KEENESBURG, a municipal corporation of the STATE OF COLORADO

By: \_\_\_\_\_  
Christina Fernandez, Town Clerk

By: \_\_\_\_\_  
Ken Gfeller, Mayor

## EXHIBIT A

### COUNTY ROAD 59 & COUNTY ROAD 16.5 ANNEXATION TO THE TOWN OF KEENESBURG

A PARCEL OF LAND LOCATED IN SECTION 25, 26, 35, AND 36, TOWNSHIP 2 NORTH, RANGE 64 WEST, OF THE 6TH P.M., TOWN OF KEENESBURG, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26 TO BEAR NORTH 00°56'04" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE NORTH 89°25'54" EAST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 1/2, A DISTANCE OF 1435.68 FEET TO THE SOUTHEAST CORNER OF PARCEL A, SPARROW SUBDIVISION, FIRST REPLAT, AS SHOWN ON THE PLAT RECORDED OCTOBER 25, 2011 AS RECEPTION NO. 3801237 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 00°34'06" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 16 1/2; THENCE SOUTH 89°25'54" WEST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1405.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 59; THENCE SOUTH 01°12'18" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2170.29 FEET; THENCE NORTH 89°38'59" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 45.01 FEET; THENCE SOUTH 01°12'18" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 410.05 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH 01°13'13" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 70.01 FEET; THENCE SOUTH 89°38'59" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 01°13'13" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2569.13 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36; THENCE SOUTH 89°38'10" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 30.00 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 89°04'59" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 59; AND THE SOUTHEAST CORNER OF SLOAN ANNEXATION TO THE TOWN OF KEENESBURG, AS SHOWN ON THE PLAT RECORDED FEBRUARY 8, 2008 AS RECEPTION NO. 3534142 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 01°13'13" WEST, A DISTANCE OF 2109.21 FEET;
- 2) NORTH 06°55'50" WEST, A DISTANCE OF 100.50 FEET;
- 3) NORTH 01°13'13" WEST, A DISTANCE OF 359.80 FEET;
- 4) SOUTH 88°48'31" WEST, A DISTANCE OF 30.00 FEET;
- 5) NORTH 01°13'14" WEST, A DISTANCE OF 70.00 FEET;
- 6) NORTH 01°12'18" WEST, A DISTANCE OF 380.00 FEET;
- 7) NORTH 88°47'42" EAST, A DISTANCE OF 30.00 FEET;
- 8) NORTH 05°07'16" EAST, A DISTANCE OF 90.75 FEET; THENCE NORTH 01°12'18" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 2110.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WOODWARD AVENUE; THENCE NORTH 01°12'14" WEST, A DISTANCE OF 60.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WOODWARD AVENUE AND THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 59; THENCE NORTH 89°25'26" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 445,239 SQUARE FEET OR 10.22 ACRES, MORE OR LESS

**COUNTY ROAD 59 & COUNTY ROAD 18 ANNEXATION TO THE TOWN OF KEENESBURG**

A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25 TO BEAR NORTH 00°56'04" WEST, BEING MONUMENTED ON THE NORTH END BY ¾" REBAR WITH 3 1/4 ALUMINUM CAP, PLS 22098, AND ON THE SOUTH END BY A ¾" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 27269, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE SOUTH 00°56'04" EAST, COINCIDENT WITH THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25, A DISTANCE OF 1066.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 398 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 65°32'29" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 32.72 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 59; THENCE SOUTH 00°56'04" EAST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 163.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 18; THENCE NORTH 65°32'239" EAST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.91 FEET; THENCE SOUTH 00°56'04" EAST, A DISTANCE OF 65.37 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 18 THENCE SOUTH 65°32'29" WEST, COINCIDENT WITH THE WESTERLY EXTENSION OF SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 43.63 FEET TO THE WEST LINE OF THE NORTHWEST ¼ OF SAID SECTION 25; THENCE NORTH 00°56'04" WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 228.74 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 7,516 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

# EXHIBIT B

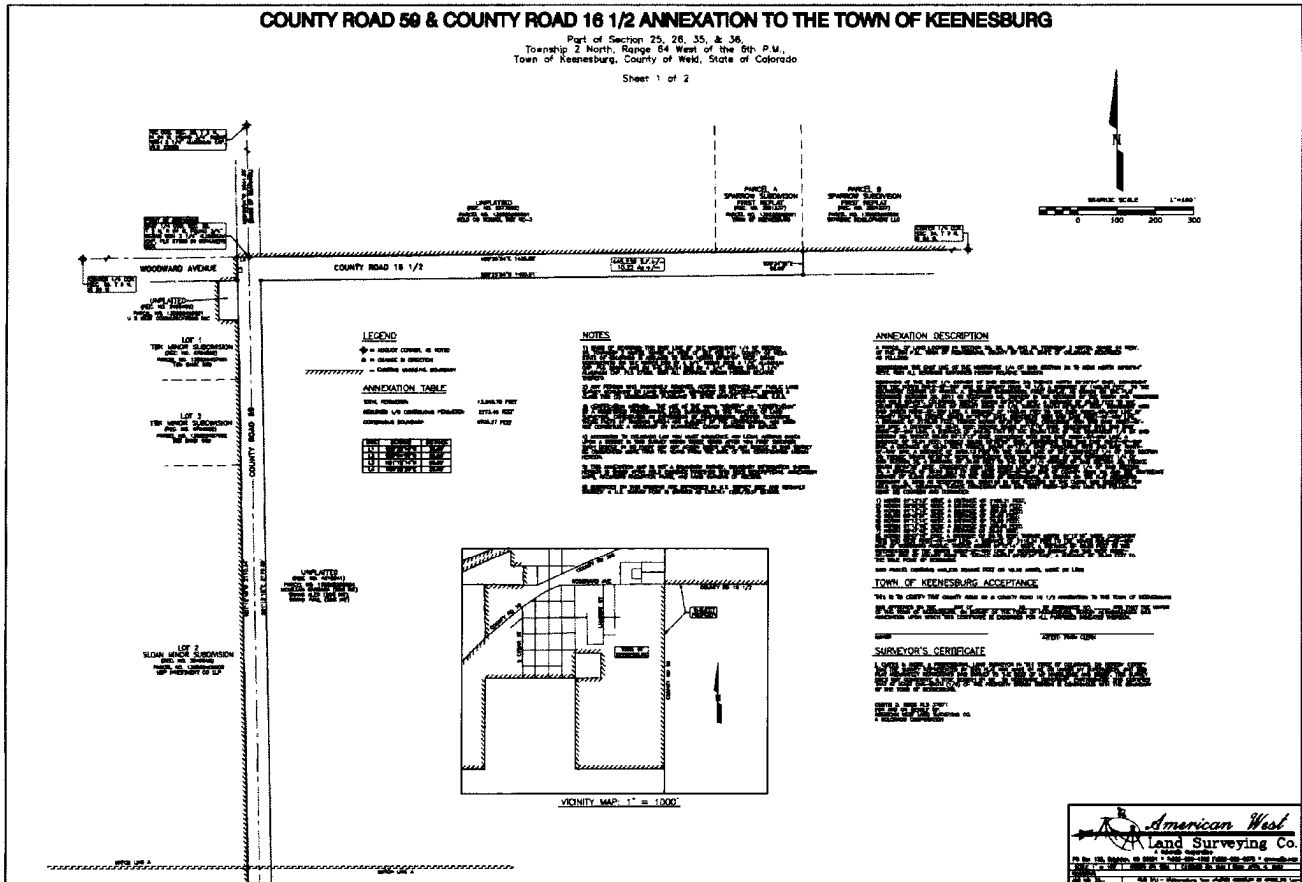


EXHIBIT B

# EXHIBIT C

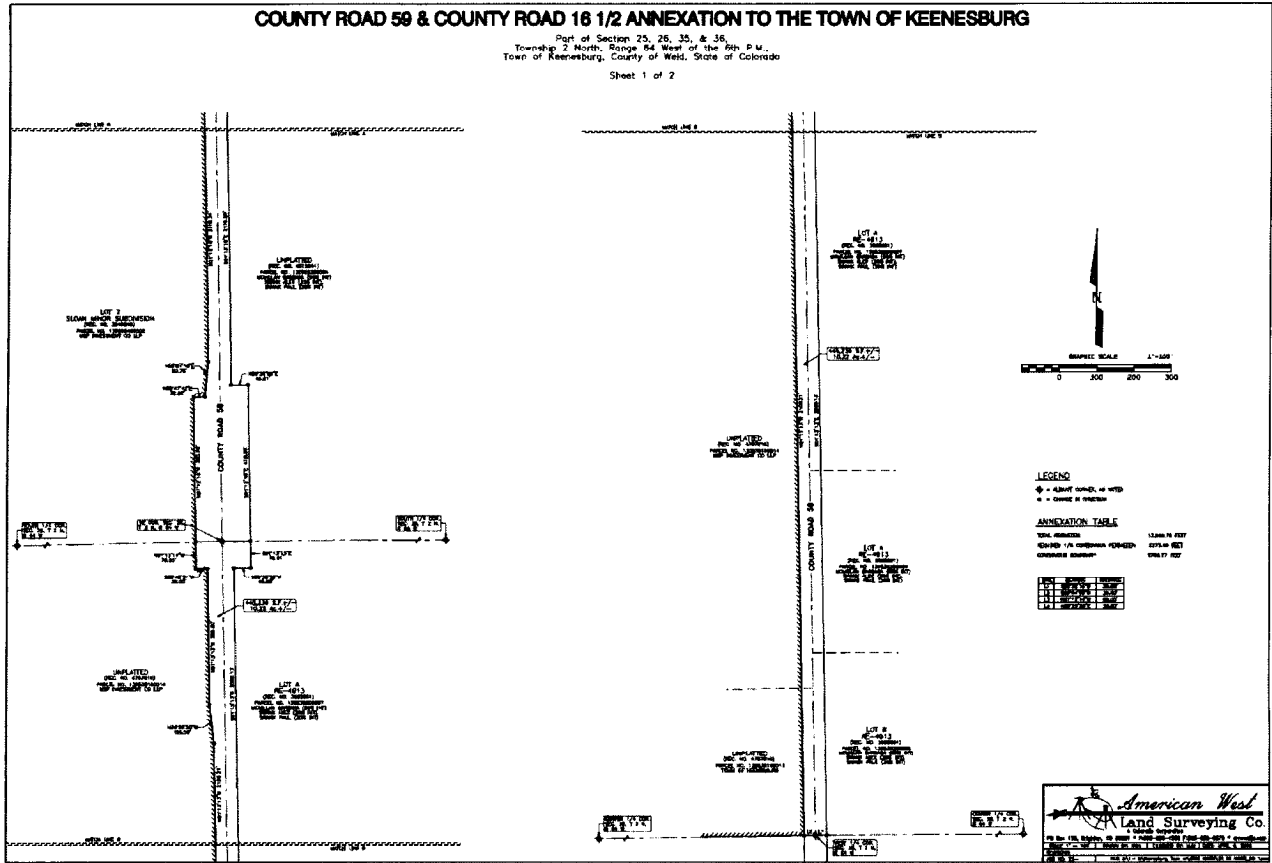
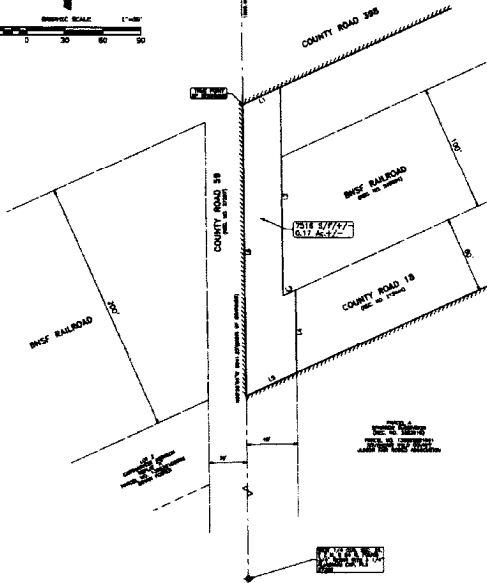
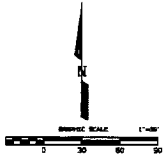


Exhibit C

# EXHIBIT D

## COUNTY ROAD 59 & COUNTY ROAD 18 ANNEXATION TO THE TOWN OF KEENESBURG

Part the Northwest 1/4 of Section 25,  
Township 2 North, Range 64 West of the 6th P.M.,  
Town of Keenesburg, County of Weld, State of Colorado  
Sheet 1 of 1



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**LEGEND**  
 ROAD EASEMENT AS SHOWN  
 RAILROAD EASEMENT AS SHOWN

**ANNEXATION DESCRIPTION**  
 A MORE DETAILED DESCRIPTION OF THE ANNEXATION IS PROVIDED IN THE SURVEYOR'S CERTIFICATE ATTACHED HERETO.

**TOWN OF KEENESBURG ACCEPTANCE**  
 I, THE TOWN CLERK OF KEENESBURG, COLORADO, DO HEREBY ACCEPT THE ANNEXATION OF THE ABOVE DESCRIBED PROPERTY TO THE TOWN OF KEENESBURG, COLORADO.

**SURVEYOR'S CERTIFICATE**  
 I, THE SURVEYOR, DO HEREBY CERTIFY THAT THE ANNEXATION OF THE ABOVE DESCRIBED PROPERTY TO THE TOWN OF KEENESBURG, COLORADO, IS IN ACCORDANCE WITH THE PROVISIONS OF THE COLORADO CONSTITUTION AND STATUTES.

**ANNEXATION TABLE**

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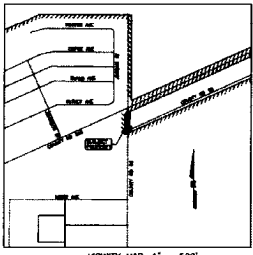


EXHIBIT D