

# STAFF REPORT

**TO:** PLANNING COMMISSION

**FROM:** TODD A. HODGES, PLANNER

**SUBJECT:** OLIVER ANNEXATIONS 1 & 2 AND CHANGE OF ZONE

**PC MEETING DATE:** APRIL 2, 2020

**BOARD OF TRUSTEES MEETING DATE:** APRIL 6, 2020

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## **I. Attachments**

1. Application items
2. Referral form and referral responses

## **II. Project Owners and Representatives:**

### **Owners:**

Katharine Oliver  
8053 County Road 51  
Keenesburg, CO 80643

### **Applicant:**

Katharine Oliver  
1738 Edgewater place  
Longmont, CO 80504

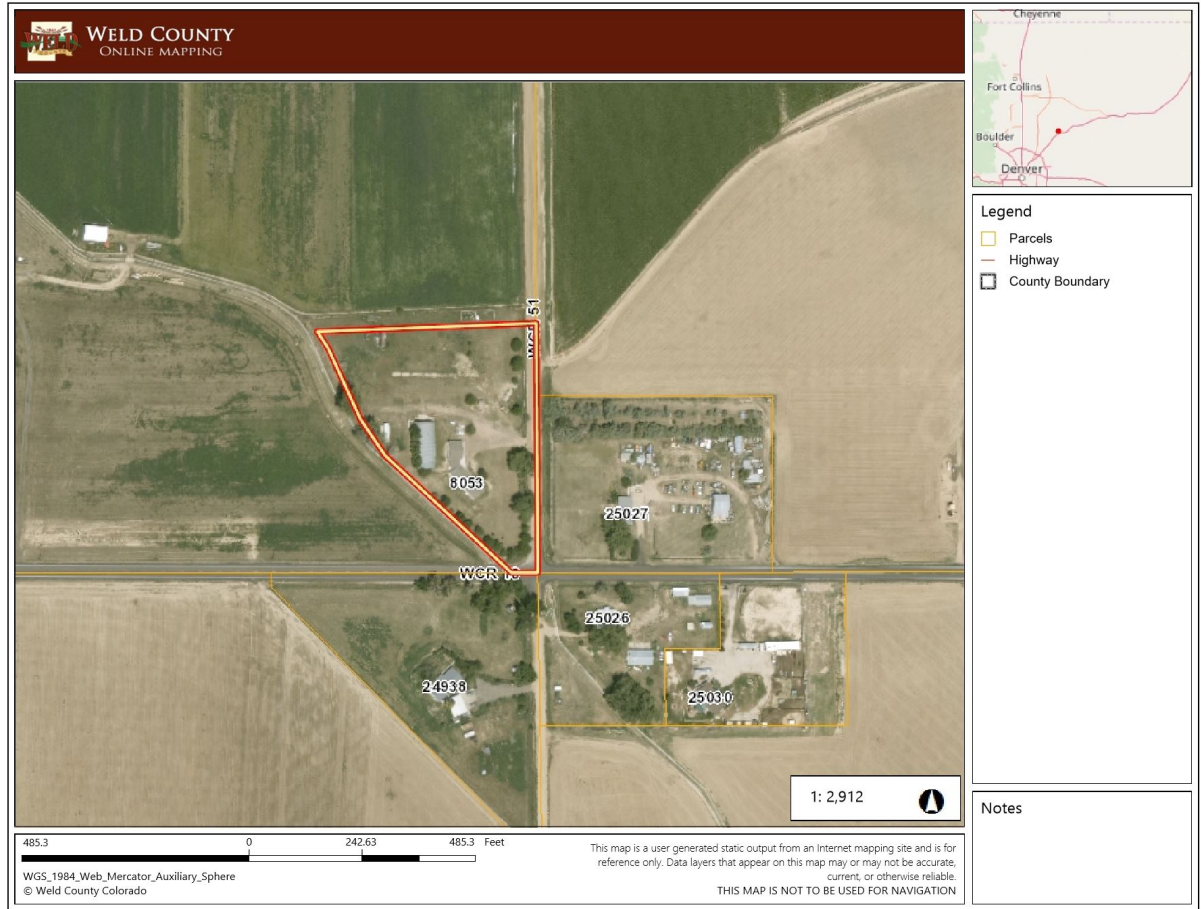
### **Project Representative:**

Katharine Oliver  
1738 Edgewater place  
Longmont, CO 80504

## **III. Location**

The site is located at 8053 County Road 51, Weld County, CO

Legal: Beginning portions of the Southeast quarter of section 19 and the Southwest quarter of section 20 all in Township 2 North, Range 64 West of the 6<sup>th</sup> P.M. County of Weld, State of Colorado. See map for reference.



### III. Project Description

The land use application is for annexations 1 and 2 and change of zone for an entire 4.38 acre site. The first annexation is a total of 0.26 AC located along WCR 18 and is subject to all existing easement and/or rights of way of record. This first annexation runs entirely adjacent to the Town of Keenesburg by way of the Cook annexation.

The second annexation is for a total of 4.12 AC located in the southeast quadrant of section 19. This lot is recorded as lot A in Weld County under recorded exemption number 2907. Annexations 1 and 2 will total to 4.38 acres located at the northwest corner of WCR 18 and WCR 51.

The applicant is proposing to change the existing Weld County zoning of Agriculture to light industrial. The proposed land use will be reviewed through a separate land use application in the near future.

Utilities:

Water: Central Colorado Water

Wastewater:

Electric:

Gas:

Fire: Hudson Fire

## **VIII. Findings/Conclusions**

After review of the Comprehensive Plan, Municipal Code and referral comments, staff finds that:

1. This property is within the Growth Management Area (GMA) for the Town and is anticipated to be annexed in the future.
2. The Comprehensive plan future land use map designates the property as industrial. The proposed zoning to Light Industrial complies with the comprehensive plan.
3. The site is currently served with an existing well and septic system.

The adjacent property owners were notified as required for the submittal, the site was posted and public notice was placed in the paper concerning the public meetings for this request.

At the time this report was written, there have been no written objections filed with the Town concerning the proposed preliminary or first filing. Referrals were sent to the list attached to this report. Written referral comments were received from Weld County Planning, CDOT and the Fire Protection District. The referrals have been included in the staff report packet.

## **IX. Recommendation**

Based upon the findings identified in this report, staff recommends approval of the Skyview subdivision preliminary plat and first filing with the following conditions:

1. Address any redlines provided by staff prior to recording.
2. Adequately address any staff comments and referrals provided.



TOWN OF KEENESBURG  
FOUNDED JULY, 1906  
A MUNICIPAL CORPORATION SINCE JULY, 1919

ANNEXATION PETITION

TO THE MAYOR AND BOARD OF TRUSTEES OF THE TOWN OF KEENESBURG, COLORADO:

The undersigned, in accordance with Title 31, Article 12, Chapters 101 et seq., Colorado Revised Statutes, hereby petition the Board of Trustees of the Town of Keenesburg for annexation into the Town of Keenesburg 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 State of Colorado, and to be known as the OLIVER No. 1 AND No. 2 Annexation to the Town of Keenesburg.

In support of this petition, the petitioner (s) 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 Keenesburg.
2. The requirements of Section 31-12-104 and 31-12-105 of the Colorado Revised Statutes as amended, exist or have been met in that:
  - a. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town of Keenesburg or will be contiguous with the Town of Keenesburg within such time as required by Section 31-12-104..
  - b. A community of interest exists between the territory proposed to be annexed and the Town of Keenesburg.
  - c. The territory sought to be annexed is urban or will be urbanized in the near future.
  - d. The territory sought to be annexed is integrated with or is capable of being integrated with the Town of Keenesburg.
  - 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 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, 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. The territory proposed to be annexed does not include any area which is the same or substantially the same area in which an election for an annexation to the Town of Keenesburg was held within twelve months preceding the filing of this petition.
- h. The territory proposed to be annexed does not include any area included in another annexation proceeding involving a town other than the Town of Keenesburg
- i. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.
- j. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the Town of Keenesburg more than three miles in any direction from any point of the boundary of the Town of Keenesburg in any one year.
- k. The territory proposed to be annexed is 4.38 acres in total area.

- l. 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, and sanitation to be provided by the Town of Keenesburg; including the providers of transportation, light, natural gas, and power, and the proposed land uses for the area; such plan to be updated at least once annually.
- m. 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 Keenesburg but is not bounded on both sides by the Town of Keenesburg.

- 3. The owners of more than fifty percent (50%) 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 as well as an electronic file that will contain the following information:
  - a. A written legal description of the boundaries of the area proposed to be annexed, in the form of a title commitment issued within 30 days of the application date;
  - 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. A surveyor's certificate prepared by a registered land surveyor that attests to the preparation of the map and certifies at least one-sixth (1/6) contiguity to the Town of Keenesburg.
  - d. Within the annexation boundary map, an identification 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. Also within the boundary map, identification of any special districts the area proposed to be annexed may be part of.
  - e. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Keenesburg 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.
  - f. A full legal description of property to be annexed in word format.
  - g. A tax certificate showing all taxing entities.
  - h. Mineral owner's notification certificate.
  - i. Acceptance block describing the acceptance action by the Mayor on behalf of the Town of Keenesburg and providing for the effective date and Town Clerk attest signature.
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 Keenesburg, except for general property taxes of the Town of Keenesburg, which shall become effective as of the January 1 next ensuing.
6. The zoning classification requested for the area proposed to be annexed is LIGHT INDUSTRIAL (LI) (KEENESBURG).
- The petitioners agree that said annexed land shall be brought under the provisions of Chapter 16 of the Keenesburg 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 Keenesburg 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 Keenesburg relating to this annexation and the petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.
9. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the Town, appear on the annexation map:

- a. Water rights shall be provided pursuant to Town ordinance.
- b. All conditions set out in the annexation agreement executed by the petitioner.
- c. Other:

THEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully petitions the Board of Trustees of the Town of Keenesburg to annex the territory described and referenced to in Exhibit "A" to the Town of Keenesburg in accordance with and pursuant to the statues of the State of Colorado.

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**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 Keenesburg, Colorado, consisting of 6 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.

Shm Shm / (Steve Stenael)  
Circulator

**ACKNOWLEDGEMENT**

STATE OF COLORADO )  
COUNTY OF Larimer )ss

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 31st day of January, 2020.

Witness my hand and official seal.

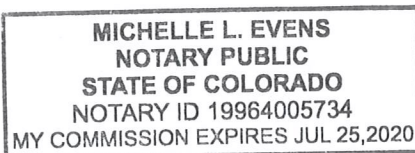
My commission expires on: 7-25-20

Michelle L. Evens  
Notary Public

1301 N. Cleveland Avenue  
Address

Loveland, CO 80537

(SEAL)





Land Owner (s) Name (s) and Signature (s)

Mailing Address

Date

Katharine H. Oliver  
Printed Name

Katharine H. Oliver  
Signature

1738 Edgewater Place

Longmont CO 80504

1/31/2020

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature



Town Of Keenesburg  
140 South Main Street  
PO BOX 312  
Keenesburg, CO 80643  
(303)732-4281

**Zoning Application**  
**Fee \$250.00**

Applicant(s) Name: KATHARINE OLIVER

Address of Applicant (s) 1738 EDGEWATER PL. LONGMONT, CO. 80504

Legal Description of Property: A PORTION OF THE E. 1/2 OF THE  
S.E. 1/4 OF SECTION 19-2-64, LOT A OF CORR. RE-2907

Current Zoning AG(WELD CO.) Requested Zoning LI (KEENESBURG)

Reason for requested zoning change: THE OWNER IS ATTEMPTING TO  
BRING THE EXISTING PROPERTY USE INTO TOWN  
COMPLIANCE

Each applicant whose name appears upon the deed or title to this property must sign:

Katharine N. Oliver Jan, 31, 2020  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

**This application must be accompanied by a title commitment for proof of ownership  
issued within 30 days of hearing.**

## ANNEXATION AGREEMENT

### (Standard Form)

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Katharine Oliver, hereinafter referred to as "Applicant" or "Owner," and the TOWN OF KEENESBURG, a municipal corporation of the State of Colorado, hereinafter referred to as "Keenesburg" or "Town."

### WITNESSETH:

**WHEREAS**, the Owner desires to annex to Keenesburg the property more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the "Property"); and

**WHEREAS**, Owner has executed a petition to annex the Property, a copy of which petition is on file with the Town Clerk; and

**WHEREAS**, it is to the mutual benefit of the parties hereto to enter into the following Agreement; and

**WHEREAS**, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Keenesburg, as they may be amended from time to time; and

**WHEREAS**, Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for ways and easements to Keenesburg as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained

in the Keenesburg Municipal Code, Comprehensive Plan, other development regulations adopted by the Town, and the Municipal Annexation Act of 1965, as amended, C.R.S. § 31-12-101 et seq.

3. Further Acts. Owner agrees to execute, promptly upon request of Keenesburg, any and all surveys and other documents necessary to effect the annexation of the property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Keenesburg.

4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Keenesburg to be necessary to accomplish the annexation. Owner shall prepare the annexation impact report, which shall be distributed as required law at Owner's expense.

5. Action on Annexation Petition. Keenesburg shall act upon the annexation petition within six months of the date of filing thereof with the Town Clerk, unless Owner consents to later action.

6. Zoning and Development. The parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning requested and that the granting of such zoning by the Town of Keenesburg is a condition to annexation of the Property. Owner shall take all action necessary to permit zoning by Keenesburg of the annexed Property within the time prescribed by state statutes.

7. Dedications. Owner agrees to dedicate by General Warranty Deed or appropriate instrument of conveyance acceptable to the Town, twelve percent of the territory to be annexed for public open space or pay an equivalent fee in lieu of dedication, in addition to easements and rights-of-way for streets and other public ways and for other public purposes, as required by Town ordinances and resolutions. Such dedications shall occur immediately upon request of the Town except that internal rights-of-way shall be dedicated at the time of subdivision platting, unless the Town specifies another time.

8. Public Improvements. Owner agrees to design, improve, and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the property in accordance with Town ordinances and resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards, and to make such other improvements as required by Town ordinances and resolutions; to guarantee construction of all required improvements by providing an improvements guarantee in the form of a cash deposit, irrevocable letter of credit, or other method of guarantee acceptable to the Town in an amount of at least 125% of the estimated cost of the public improvements; and, if requested by the Town, to dedicate to the Town any or all other required improvements. If requested by the Town, Owner agrees to enter into an agreement pertaining to such improvements and other matters prior to any development of the property.

9. Improvement Districts. If requested by Keenesburg, Owner agrees to include the property in one or more special improvement districts or other mechanisms established by Keenesburg for making improvements to streets and other public ways, or for making other public improvements authorized by law, and Owner hereby appoints the Town Clerk of Keenesburg as Owner's attorney-in-fact for the purpose of executing all documents determined by Keenesburg to be necessary for such inclusion. If requested by Owner, Keenesburg agrees to consider the establishment of one or more special improvement districts for making such improvements.

10. Special District Inclusion. As a condition of annexation, Owner shall apply for inclusion of the Property within the [insert special districts] (if the Property is not yet within one or more of these districts), and any other special districts as determined by the Town.

11. Special District Exclusion. As a condition of annexation, Owner shall petition for exclusion of the Property from any special districts as determined by the Town.

12. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Owner shall comply with, all Town ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to annexation, subdivision, zoning, storm drainage, utilities, access to Town streets and flood control.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the property from the Town shall accrue from this Agreement, other than that provided by applicable state laws. In the event the property or any portion thereof is disconnected at Owner's request, Keenesburg shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, 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, portion, or provision held to be invalid.

16. Municipal Services. Keenesburg agrees to make available to the property all of the usual municipal services in accordance with the ordinances and policies of the Town.

17. Water Dedication.

a. Non-Tributary and Not Non-Tributary Water. For and in consideration of the provision of water service by the Town, Owner grants in perpetuity to the Town the sole and exclusive right to withdraw, appropriate and use, and hereby consents in perpetuity on behalf of themselves and any and all successors in title, pursuant to C.R.S. § 37-90-137(8) to the Town the right to withdraw the water described in the above statute.

b. In-House Supply. b. In-House Supply. Owner or his assigns shall transfer to the Town by General Warranty Deed such raw water or raw water rights as is reasonably required by the Town to provide municipal, residential, commercial, or industrial service at the time of final plat approval or at such other time as may be agreed upon or set forth in the subdivision improvements agreement.

c. Irrigation. Owner may be required to transfer to the Town, an owners' association, or some other public or quasi-public entity sufficient raw water for irrigation of any public or quasi-public area within the Property as may be shown in any subdivision plat or other development plan.

18. Owners' Association. Upon the request of the Town, or if otherwise required by state law, Owner shall organize an appropriate owners' association or associations for given parcels and/or unit types within the development of the Property. Owner shall form any such association(s) pursuant to the Colorado Common Interest Ownership Act (the "Act"), C.R.S. § 38-33.3-101, et seq. The Owner shall also execute and record covenants and instruments of conveyance that comply with the Act and which adequately provide for continuous ownership, operation, maintenance, repair and replacement of common elements of the development, including but not limited to any private roads, private common areas, private facilities, and public or private open space. At least thirty (30) days prior to recording any covenants or instruments of conveyance to the association(s), Owner shall provide such documents to the Town for review and comment. It is anticipated that ownership and/or maintenance responsibilities for certain common elements (such as, by way of example and not limitation, entry features, park or recreational tracks, and drainage facilities) may be assigned to such associations, and that such arrangement will be as determined at the time of subdivision or final development plan approval for given parcels and/or unit types within the development of the Property.

19. Development Impact Fees. Owner acknowledges that it is the Town's policy to require "growth to pay its own way" and Owner agrees to pay all development impact fees as set forth in the Town Fee Schedule, including impact fees as may be in effect at the time application is made for any building permit, so long as such fees are reasonably related to the development. Owner shall post such fee and expense deposits as may be required and agrees to reimburse the Town for all costs of this annexation and development of the Property, including, but not limited



25. Owner. As used in this Agreement, the term "Owner" shall include any of the heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

26. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the parties agree that such amendments or revisions shall be binding upon Owner.

27. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk 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.

28. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the property.

29. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective 72 hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:	Town of Keenesburg 140 S. Main Box 312 Keenesburg, CO 80643
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Notice to Owner:	<u>KATHARINE OLIVER</u> <u>1738 EDGEWATER PL.</u> <u>LONGMONT, CO 80504</u>
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30. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. § 31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

31. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion of the Board of Trustees of the Town of Keenesburg. No assurances of annexation or zoning have been made or relied upon by Owner. If, in the exercise of its legislative discretion by the Board of Trustees or through the exercise of the powers of initiative or referendum, any action with respect to the property herein contemplated is not taken, then the sole and exclusive right of Owner with respect to such exercise of discretion shall be the withdrawal of the petition for annexation by the Owner, or disconnection from the Town in accordance with state law, as may be appropriate.

32. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto, and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

33. 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 the venue of such suit or action shall be in Weld County, Colorado.

34. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

35. No Warranties by Town. The Town is entering into this Agreement in good faith and with the present intention, on the part of the present Town Board, that this Agreement will be complied with. However, because some of the provisions of this Agreement may involve areas of legal uncertainty, the Town makes no representation as to the validity or enforceability of this Agreement against the Town, and by entering into this Agreement the Owner acknowledges and accepts that no such warranty is made on the part of the Town.

**OWNER**

By: Katharine A. Oliver

ACKNOWLEDGEMENT

STATE OF COLORADO

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)ss

COUNTY OF Larimer )

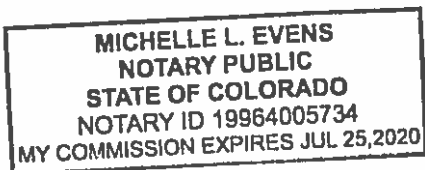
The above and foregoing signature of Katharine H Oliver  
was subscribed and sworn to before me this 13<sup>th</sup> day of December,  
2019.

Witness my hand and official seal.

My commission expires on: 7/25/20.

Michelle L Evens  
Michelle L. Evens

(SEAL)



**TOWN OF KEENESBURG**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

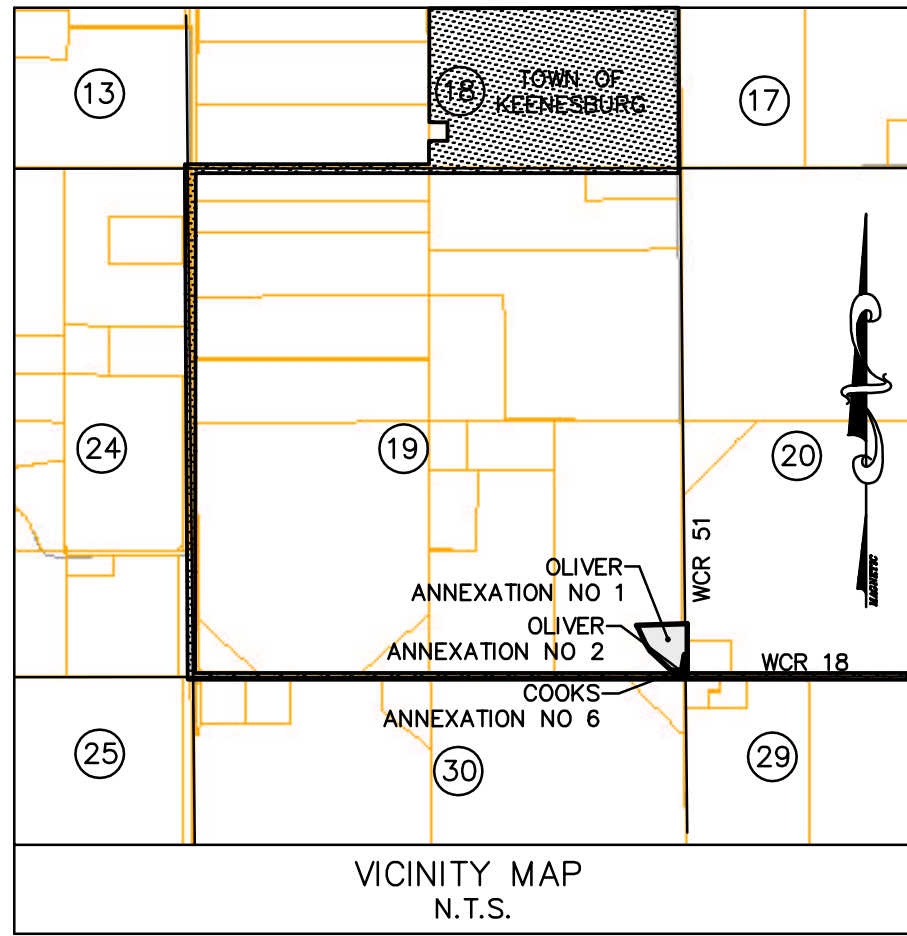


ANNEXATION/REZONING MAP FOR:

# OLIVER ANNEXATION NO 1 AND NO 2

TO THE TOWN OF KEENESBURG, COLORADO  
BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 19, AND THE SOUTHWEST QUARTER OF SECTION 20 ALL IN TOWNSHIP 2 NORTH, RANGE 64 WEST OF  
THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

Existing Zoning	Proposed Zoning	Total Acreage
Agricultural (Zoning to Weld County)	I-2 With Residential Exception (Zoning to Town of Keenesburg)	4.38 ± Acres



## GENERAL NOTES:

- Adjacent property owner information obtained from the Weld County Assessors web site. Verification of deeds for adjoining property owner information was not performed by Intermill Land Surveying, Inc. for this survey.
- FLOOD ZONE NOTE: Entire subject property is located within the limits of Zone 'X' (Area of Minimal Flood Hazard) as per the Federal Emergency Management Administration (FEMA) Dated January 20, 2016 at Firm Panel No. 08123C2155E.
- All Utility and Gas/Oil Companies (public and private) request that they be notified in advance to any construction activities for specific locations of their below ground facilities. This can be coordinated by calling the Utility Notification Center of Colorado at 1-800-922-1987.
- Basis of Bearings for this survey are based on a record bearing of North 00°00'00" West on the East line of the Southeast Quarter of Section 19, Township 2 North, Range 64 West Record bearing derived from Recorded Exemption No. 1305-19-4-RE-2907 as filed for record in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado. Note: Monumentation of said line as shown on Map.

## ANNEXATION DATA (OLIVER ANNEXATION NO. 1):

Contiguity To Existing Town Limits = 117.01 L.F.  
Total Allowable Annexation = 702.06 L.F. (100% of Allowable)  
Total Proposed Annexation = 690.19 L.F. (98.31% of Allowable)

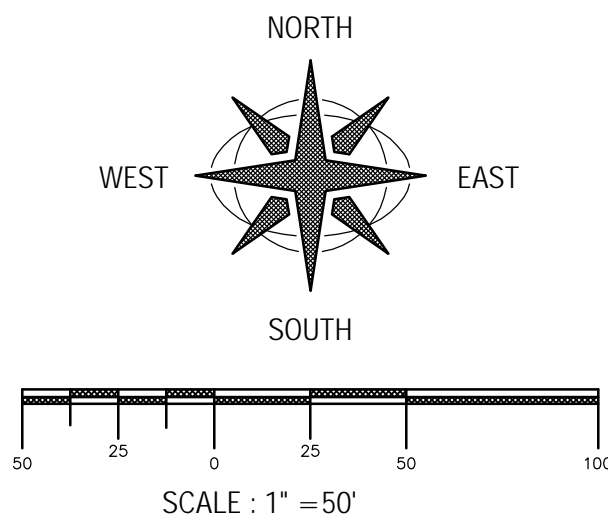
## ANNEXATION DATA (OLIVER ANNEXATION NO. 2):

Contiguity To Existing Town Limits = 499.08 L.F.  
Total Allowable Annexation = 2994.48 L.F. (100% of Allowable)  
Total Proposed Annexation = 2239.94 L.F. (74.80% of Allowable)

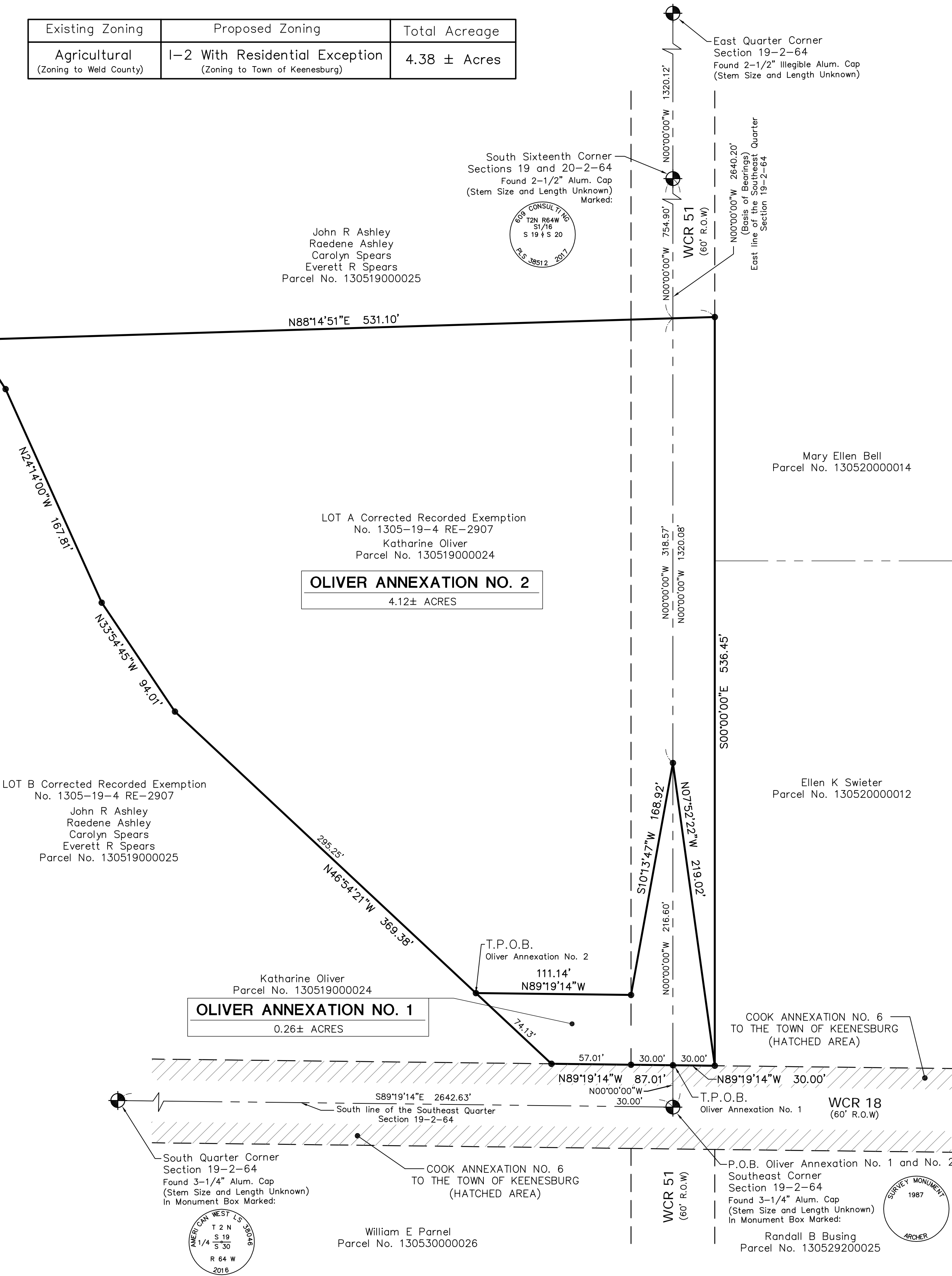
## CONTACTS:

Surveyor:  
Intermill Land Surveying, Inc.  
1301 North Cleveland Avenue  
Loveland, Colorado 80537  
Phone: 970-669-0516

Owner/Petitioner:  
Katharine Oliver  
8053 County Road 51  
Keenesburg, Colorado 80643



According to Colorado law you must commence any legal action based on this survey within three years after you 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.



## PROPERTY DESCRIPTION FOR OLIVER ANNEXATION NO. 1:

Being portions of the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, both in Township 2 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows;

Considering the West line of the Southeast Quarter of said Section 19, Township 2 North, Range 64 West as bearing North 00°00'00" West and with all bearings contained herein relative thereto; BEGINNING at the Southeast Corner of said Section 19; thence along the West line of the Southeast Quarter of said Section 19 North 00°00'00" West 30.00 feet to a point on the North Right-of-Way of Weld County Road 18, said point being the TRUE POINT OF BEGINNING; thence departing said West line and along said North Right-of-Way North 89°19'14" West 87.01 feet to the Southwest corner of Lot A of Corrected Recorded Exemption No. 1305-19-4-RE-2907; thence departing said North Right-of-Way and along said West line of Corrected Recorded Exemption No. 1305-19-4-RE-2907 North 46°54'21" West 74.13 feet to a point on the West line of Lot A of said Corrected Recorded Exemption No. 1305-19-4-RE-2907; thence departing said West line South 89°19'14" East 111.14 feet; thence North 10°13'47" East 168.92 feet to the East line of the Southeast Quarter of said Section 19; thence departing said East line South 07°52'22" East 219.02 feet to a point on the North Right-of-Way of Weld County Road 18; thence along said North Right-of-Way North 89°19'14" West 30.00 feet to a point on the East line of the Southeast Quarter of said Section 19 and the TRUE POINT OF BEGINNING

The above described Oliver Annexation No. 1 contains 0.26 acres, more or less, and is subject to all existing easements and/or rights of way of record.

## PROPERTY DESCRIPTION FOR OLIVER ANNEXATION NO. 2:

Being portions of the Southeast Quarter of Section 19 and the Southwest Quarter of Section 20, both in Township 2 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado, being more particularly described as follows;

Considering the East line of the Southeast Quarter of said Section 19, Township 2 North, Range 64 West as bearing North 00°00'00" West and with all bearings contained herein relative thereto; BEGINNING at the Southeast Corner of said Section 19; thence along the West line of the Southeast Quarter of said Section 19 North 00°00'00" West 30.00 feet to a point on the North Right-of-Way of Weld County Road 18; thence along said North Right-of-Way North 89°19'14" West 87.01 feet to the Southwest corner of Lot A of Corrected Recorded Exemption No. 1305-19-4-RE-2907 ; thence departing said North Right-of-Way line and along said West line North 46°54'21" West 74.13 feet to the TRUE POINT OF BEGINNING; thence continuing along the Westerly line of said Corrected Recorded Exemption the following Four (4) courses and distances: North 46°54'21" West 295.25 feet; North 33°54'45" West 94.01 feet; North 24°14'00" West 167.81 feet; North 32°45'09" West 42.11 feet; thence departing said Westerly line and along the Northerly line of Lot A of said Corrected Recorded Exemption and along the Easterly prolongation of said North line North 88°14'51" East 531.10 feet to the East Right-of-Way of Weld County Road 51; thence along said East Right-of-Way line South 00°00'00" East 536.45 feet to the North Right-of-Way of Weld County Road 18; thence departing said East Right-of-Way and said north Right-of-Way North 07°52'22" West 219.02 feet to a point on the East line of the Southeast Quarter of said Section 19; thence departing said East line South 10°13'47" West 168.92 feet to a point on the West Right-of-Way line of Weld County Road 51; thence departing said West Right-of-Way line North 89°19'14" West 111.14 feet to a point on the West line of Lot A of said Corrected Recorded Exemption and the TRUE POINT OF BEGINNING.

The above described Oliver Annexation No. 2 contains 4.12 acres, more or less, and is subject to all existing easements and/or rights of way of record.

## OWNER'S CERTIFICATE:

Know all men by these presents that I (WE), KATHARINE OLIVER, being the sole owner(s) of the land described herein, have caused said land, including certain rights of way as shown hereon, to be annexed under the name of OLIVER ANNEXATION NO. 1 and OLIVER ANNEXATION NO. 2 in witness whereof, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_, 2019.

OWNER: KATHARINE OLIVER

By: Katharine Oliver

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ )SS

The foregoing certification was acknowledged before me this \_\_\_\_ day of \_\_\_\_ A.D., 2019.

My commission Expires: \_\_\_\_\_

Notary Public \_\_\_\_\_  
Witness my Hand and Seal

## TOWN ACCEPTANCE:

This is to certify that the annexation plat Oliver Annexation No. 1 and No. 2 to the Town of Keenesburg was approved on the \_\_\_\_ day of \_\_\_\_, 2019, and that the Mayor of the Town of Keenesburg on behalf of the Town of Keenesburg, hereby acknowledges said annexation upon which this certificate is endorse for all purposes indicated hereon.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk: \_\_\_\_\_

## SURVEYOR'S CERTIFICATE:

I, Steven John Stencil, a Registered Professional Land Surveyor in the State of Colorado do hereby certify that this map of land to be annexed to the Town of Keenesburg, Weld County, Colorado was prepared under my personal supervision and that this map is an accurate representation to the best of knowledge and belief. I further certify that more than one-sixth (1/6) of the exterior boundary of the proposed lands to be annexed are contiguous to the present boundary line of the Town of Keenesburg, Weld County, Colorado.

Prepared By and on Behalf Of:  
INTERMILL LAND SURVEYING, INC.  
1301 North Cleveland Avenue  
Loveland, Colorado 80537  
(970) 669-0516

Steven John Stencil  
Colorado PLS 30462



INTERMILL LAND SURVEYING, INC.

1301 NORTH CLEVELAND AVENUE LOVELAND, COLORADO 80537 BUS. (970)-669-0516 / FAX (970)-635-9775

KATHARINE OLIVER

CLIENT:

OLIVER ANNEXATION NO 1 AND NO 2

BEING PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20 ALL IN TOWNSHIP 2 NORTH, RANGE 64 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO.

DRAWN BY: MES

CHECKED BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

DATE: 11-06-19

SCALE: 1" = 50'

PROJECT NO.:

P-19-8904

SHEET OF

1 1

OLIVER ANNEXATION NO 1 AND NO 2



# KEENESBURG PLANNING DEPARTMENT

## DEVELOPMENT REVIEW REFERRAL

**FROM:** TODD HODGES, TOWN PLANNER

**DATE:** FEBRUARY 20, 2020

**PROJECT:** Oliver Annexations 1 & 2 and zoning request

### INTERNAL DISTRIBUTION:

<input type="checkbox"/> City Engineer	<input type="checkbox"/> City Attorney	<input type="checkbox"/> City Clerk
<input type="checkbox"/> Public Works Manager	<input type="checkbox"/> Building Inspector	

### OUTSIDE DISTRIBUTION:

<input type="checkbox"/> SE Weld Fire Protection District	<input checked="" type="checkbox"/> Weld County Department of Planning Services
<input checked="" type="checkbox"/> CDOT	<input type="checkbox"/> Army Corp of Engineers
<input checked="" type="checkbox"/> Atmos Energy	<input type="checkbox"/> Postmaster
<input type="checkbox"/> United Power	<input checked="" type="checkbox"/> Colorado Department of Natural Resources
<input type="checkbox"/> Colorado Division of Wildlife	<input checked="" type="checkbox"/> Weld County Public Works
<input checked="" type="checkbox"/> Weld County School District RE-3	<input checked="" type="checkbox"/> Century Link
<input type="checkbox"/> Division of Water Resources	<input type="checkbox"/> Weld County Health Department
<input checked="" type="checkbox"/> Town of Hudson	<input checked="" type="checkbox"/> Lost Creek Water

**If you have comments, please respond by:** **March 12, 2020**

Comments may be emailed to [toddhodesdesign@qwestoffice.net](mailto:toddhodesdesign@qwestoffice.net) or mailed to the address below. A non-response to this referral may be considered a favorable response.

**COMMENTS:** The Fire District does not have any issues at this time.

Tom Beach, Fire Chief

Southeast Weld Fire District



## DEPARTMENT OF PLANNING SERVICES

1555 N. 17<sup>th</sup> Ave

Greeley, CO 80631

Website: [www.weldgov.com](http://www.weldgov.com)

Email: [jflesher@weldgov.com](mailto:jflesher@weldgov.com)

Phone: (970) 400-3552

Fax: (970) 304-6498

Via Email

March 3, 2020

Todd Hodges, Planner  
Town of Keenesburg  
PO Box 312  
Keenesburg, CO 80643

Subject: Oliver Annexation

Dear Todd:

The Weld County Department of Planning Services has reviewed this proposal and submits the following comments for your consideration.

There is a zoning violation case in process on this property for operation of a towing company (ZCV20-00009).

There is no County commitment to upgrade County roads and bridges to accommodate municipal developments.

The present zoning of adjacent and surrounding unincorporated properties are predominantly Agricultural. Owners of property in the area of this proposal should be made aware that agricultural uses, even when done in a manner consistent with good agricultural practices, may generate impacts such as noise, dust, flies, odors, aerial spraying, and slow-moving equipment on County roadways. It is important for future residents to note that adjacent properties may be in unincorporated Weld County and that Weld County has adopted a Right-to-Farm Statement and a Right to Extract Mineral Resources Statement and recommends they be placed on all plats adjacent to unincorporated areas:

### Right-to-Farm Statement

Weld County is one of the most productive agricultural counties in the United States, typically ranking in the top ten counties in the country in total market value of agricultural products sold. The rural areas of Weld County may be open and spacious, but they are intensively used for agriculture. Persons moving into a rural area must recognize and accept there are drawbacks, including conflicts with long-standing agricultural practices and a lower level of services than in town. Along with the drawbacks come the incentives which attract urban dwellers to relocate to rural areas: open views, spaciousness, wildlife, lack of city noise and congestion, and the rural atmosphere and way of life. Without neighboring farms, those features which attract urban dwellers to rural Weld County would quickly be gone forever.

Agricultural users of the land should not be expected to change their long-established agricultural practices to accommodate the intrusions of urban users into a rural area. Well-run agricultural activities will generate off-site impacts, including noise from tractors and equipment; slow-moving farm vehicles on rural roads; dust from animal pens, field work, harvest and gravel roads; odor from animal confinement, silage and manure; smoke from ditch burning; flies and mosquitoes; hunting and trapping activities; shooting sports, legal hazing of nuisance wildlife; and the use of pesticides and fertilizers in the fields, including the use of aerial spraying. It is common practice for agricultural producers to utilize an accumulation of agricultural machinery and supplies to assist in their agricultural operations. A concentration of miscellaneous agricultural materials often produces a visual disparity between rural and urban areas of the County. Section 35-3.5-102, C.R.S., provides that an agricultural operation shall not be found to be a public or private nuisance if the agricultural operation alleged to be a nuisance employs methods or practices that are commonly or reasonably associated with agricultural production.

Water has been, and continues to be, the lifeline for the agricultural community. It is unrealistic to assume that ditches and reservoirs may simply be moved "out of the way" of residential development. When moving to the

County, property owners and residents must realize they cannot take water from irrigation ditches, lakes or other structures, unless they have an adjudicated right to the water.

Weld County covers a land area of approximately four thousand (4,000) square miles in size (twice the size of the State of Delaware) with more than three thousand seven hundred (3,700) miles of state and County roads outside of municipalities. The sheer magnitude of the area to be served stretches available resources. Law enforcement is based on responses to complaints more than on patrols of the County, and the distances which must be traveled may delay all emergency responses, including law enforcement, ambulance and fire. Fire protection is usually provided by volunteers who must leave their jobs and families to respond to emergencies. County gravel roads, no matter how often they are bladed, will not provide the same kind of surface expected from a paved road. Snow removal priorities mean that roads from subdivisions to arterials may not be cleared for several days after a major snowstorm. Services in rural areas, in many cases, will not be equivalent to municipal services. Rural dwellers must, by necessity, be more self-sufficient than urban dwellers.

People are exposed to different hazards in the County than in an urban or suburban setting. Farm equipment and oil field equipment, ponds and irrigation ditches, electrical power for pumps and center pivot operations, high-speed traffic, sand burs, puncture vines, territorial farm dogs and livestock and open burning present real threats. Controlling children's activities is important, not only for their safety, but also for the protection of the farmer's livelihood.

#### Weld County Right to Extract Mineral Resources Statement

Weld County has some of the most abundant mineral resources, including, but not limited to, sand and gravel, oil, natural gas, and coal. Under title 34 of the Colorado Revised Statutes, minerals are vital resources because (a) the State's commercial mineral deposits are essential to the State's economy; (b) the populous counties of the state face a critical shortage of such deposits; and (c) such deposits should be extracted according to a rational plan, calculated to avoid waste of such deposits and cause the least practicable disruption of the ecology and quality of life of the citizens of the populous counties of the state.

Mineral resource locations are widespread throughout the County and person moving into these areas must recognize the various impacts associated with this development. Often times, mineral resource sites are fixed to their geographical and geophysical locations. Moreover, these resources are protected property rights and mineral owners should be afforded the opportunity to extract the mineral resource.

Thank you for the opportunity to comment on this proposal. This response addresses general requirements, concerns, or issues and is intended to assist in your community's decision-making process regarding this land use proposal. Weld County respectfully reserves the right to make further comment on information or issues as they are discovered.

Sincerely,

Jim Flesher, AICP  
Long-Range Planner  
Weld County

**From:** [Hice-Idler - CDOT, Gloria](#)  
**To:** [THDLLC](#)  
**Cc:** [Bilobran, Timothy](#); [Allyson Mattson - CDOT](#)  
**Subject:** Oliver Annexation  
**Date:** Thursday, March 12, 2020 10:00:49 AM  
**Attachments:** [image001.png](#)

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CDOT has no comment on the above.

**Gloria Hice-Idler**  
**Rocksol Consulting**

**(970) 381-8629**



10601 W. 10th Street, Greeley, CO 80634

[gloria.hice-idler@state.co.us](mailto:gloria.hice-idler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



# KEENESBURG PLANNING DEPARTMENT

## DEVELOPMENT REVIEW REFERRAL

**FROM: TODD HODGES, TOWN PLANNER**

**DATE: FEBRUARY 20, 2020**

**PROJECT: Oliver Annexations 1 & 2 and zoning request**

### INTERNAL DISTRIBUTION:

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**If you have comments, please respond by: March 12, 2020**

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**COMMENTS: The Fire District does not have any issues at this time.**

**Tom Beach, Fire Chief**

**Southeast Weld Fire District**