

**CITY OF SALIDA, COLORADO
RESOLUTION NO. 02
SERIES OF 2022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, FINDING THE 141 ANNEX ANNEXATION PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, in October of 2021, Jeff Kriebel, Thomas Clegg and Wendell Winger filed a General Development Application (the "Petition") to commence proceedings to annex to the City of Salida (the "City") a certain unincorporated tract of land comprised of 1.358 acres located at located at 7543 C.R. 141, 7547 C.R. 141 and 7551 C.R. 141 in the County of Chaffee, State of Colorado (the "Property"), and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, after review of the annexation Petition and map, the City planning staff advised the City Council that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-101 *et seq.*; and

WHEREAS, the Petition alleges as follows:

1. It is desirable and necessary that the territory described above be annexed to the City of Salida, Colorado.
2. The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
 - a. Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the City of Salida, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the City of Salida, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future.
 - d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Salida, Colorado.
3. The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
 - a. In establishing the boundaries of the area proposed to be annexed, 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. has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

- ii. comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.
- b. No annexation proceedings have been commenced for the annexation to a municipality other than the City of Salida, Colorado, of all or part of the territory proposed to be annexed.
- c. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
- d. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City of Salida more than three (3) miles in any direction from any point on the current municipal boundary of the City in any one year; and

WHEREAS, the City finds that the Petition is in compliance with Salida Municipal Code (SMC) §§ 16-9-10 through 16-9-40; and

WHEREAS, the City has or will have in place a plan meeting the requirements of C.R.S. §31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the City of Salida has been held in the preceding twelve (12) months; and

WHEREAS, the signers of the Petition are the owners of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the City of Salida, Colorado of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the names and mailing addresses of the signers of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:

1. A written legal description of the boundaries of the area proposed to be annexed to the City of Salida, Colorado;
2. The boundary of the area proposed to be annexed to the City of Salida, Colorado;

3. Within the annexation boundary map, a showing of the location of each ownership tract in un-platted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and
4. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Salida, Colorado; and

WHEREAS, none of the area proposed to be annexed to the City of Salida, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and


WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA THAT:

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1), as amended.
3. The City Council of the City of Salida, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104, § 31-12-105, and SMC §§ 16-9-10 through 16-9-40, all as amended, and is considered eligible for annexation. The hearing shall be held on March 1, 2022 commencing at the hour of 6 p.m. in the City Council Chambers, 448 East First Street, Salida, Colorado.
4. Any person may appear at such hearing and present evidence upon any matter to be determined by the City Council of the City of Salida, Colorado.

RESOLVED, APPROVED AND ADOPTED this 18th day of January, 2022.



CITY OF SALIDA, COLORADO


Dan Shore, Mayor



City Clerk/Deputy City Clerk

EXHIBIT A

Lots 1, 2 and 3, 141 Annex Minor Subdivision located in the SE1/4 SW1/4 of Section 31, Township 50 North, Range 9 East of the New Mexico Principal Meridian, Chaffee County, Colorado, together with a portion of Chaffee County Road 141 lying adjacent easterly of said lot 3, all being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of 141 Annex Minor Subdivision per plat filed under Reception no. 447958, Chaffee County, Colorado;

Thence north 01°12'40" East 124.48 feet to the Northwest corner of said lot 1;

Thence south 88°47'30" East along the North boundaries of Lots 1, 2 and 3 of said 141 Annex Minor Subdivision, 414.86 feet to the Northeast corner of said Lot 3;

Thence continuing South 88°47'30" East 60.0 feet to the westerly boundary of Cochetopa Estates, a subdivision in the City of Salida and being a point on the East right-of-way boundary of Chaffee County Road 141;

Thence south 01°01'22" West along said west subdivision and east county road boundary, 124.48 feet;

Thence North 88°47'30" West 60.0 feet to the Southeast corner of said Lot 3 of 141 Annex Minor Subdivision;

Thence North 88°47'30" West along the South Boundaries of Lots 3, 2 and 1 of said 141 Annex Minor Subdivision, 415.26 feet to the point of beginning

Also known by the following addresses:

7543 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300073

7547 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300072

7551 County Road 141, Salida, CO 81201

And assessor's schedule or parcel number: 368131300071

**PRE-ANNEXATION AGREEMENT
7551 County Road 141**

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the CITY OF SALIDA, COLORADO, a municipal corporation (hereinafter "City"), and BRADLEY J. AND SANDRA L. LOVE as the owner of the real property described hereafter (hereinafter "Owner");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property located in unincorporated Chaffee County, which property is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is currently not eligible for annexation and lies within the City of Salida Municipal Services Area; and

WHEREAS, Owner desires to obtain the municipal services hereinafter described from the City at such time, and the City is capable of providing such service; and

WHEREAS, the City of Salida has entered into an intergovernmental agreement (IGA) with Chaffee County, adopted by Resolution 2010-10 on February 16, 2010, wherein the City cooperates with Chaffee County in the review of land use applications within the Municipal Services Area; and

WHEREAS, paragraph 4.4 of said IGA describes the process for review of land uses within the Municipal Planning Area that will not be immediately annexed including joint review, approval by the County and the development will be subject to some or all of the city development standards as agreed upon in the pre-annexation agreement; and

WHEREAS, the Chaffee County Board of Commissioners approved the 141 Annex (Love Family) Minor Subdivision, consisting of 1.35 acres and three lots on November 13, 2018; and

WHEREAS, the parties desire to enter into this Agreement pursuant to C.R.S. §31-12-121 to set forth the terms and conditions of the extension of services and annexation of the Property by the City.

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

1. Services to be Provided. The City agrees to provide Owner with municipal water and sewer services to the Property for residential uses at in-City rates. City water and sewer services are adjacent to the Property and Owner agrees to extend and connect to City water and sewer at the then applicable in-City rates.

2. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Salida as are now in effect, or as they may hereafter be amended. All costs of extending services to the Property shall be borne by the Owner including, but not limited to, main and service line extensions within the right-of-way of County Road 141 for the length of the property, approximately 477 feet and terminate the sewer at a manhole and water with a fire hydrant per city standards. At or prior to the first delivery of municipal service pursuant to this Agreement, the Owner agrees to pay all system improvement fees at the then applicable in-City rate as provided in the Salida Municipal Code.

3. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than that service described in Paragraph 1, above. There shall be no expansion of such service without the express written consent of the City. The Owner and its agents, employees, and tenants shall be bound by all of the ordinances of the City of Salida insofar as they may pertain to the conditions of pre-annexation herein described.

4. Annexation. To the maximum extent permitted by law, the parties agree that this Agreement, pursuant to C.R.S. §31-12-121, constitutes an enforceable obligation upon the Owner, its successors, and assigns to file a petition for annexation prior to or contemporaneous with any additional development of the Property to the extent permitted by law. The Owner further agrees that at such time as the Property is eligible for annexation, Owner shall within sixty (60) days of becoming eligible for annexation file a petition for annexation of the Property.

5. New Development. Owner agrees that during the term of this Agreement all new development or construction on the Property shall be in accordance with the requirements of the Salida Municipal Code.

6. Existing Uses. The Property is currently zoned residential and the Owner intends to continue to use it for that purpose.

7. Payment of Fees. Owner agrees to pay at the time of building permit all applicable fees for the Property in the amounts set forth pursuant to the Salida Municipal Code, or as hereafter amended, namely the building plan review; water and sewer system development fees; and the Fair Contribution to School Sites per Section 16-6-140 of the Salida Municipal Code (SMC) which are currently \$354 per unit. Notes shall be affixed to the subdivision plat describing this requirement.

8. Inclusionary Housing. The applicant volunteers and agrees to deed restrict one residential living unit within the subdivision for occupancy by a household earning 80% or less of the Area Median Income (AMI), either as a rental or by ownership in conformance with Article XIII, of Chapter 16 of the SMC. This requirement may be met through one of the following means:

- a. Provide the deed restricted unit within the subdivision that is consistent and compatible in exterior design with the other non-restricted units in the subdivision; or
- b. Provide an in-lieu fee equal to the lessor of \$7,874 or \$3.94 per the total habitable square footage of each of the principal residences to be constructed

within the subdivision at the time of issuance of a building permit for such residences.

A note shall be affixed to the subdivision plat describing the inclusionary housing requirement.

9. Termination Upon Annexation. This Agreement shall terminate automatically on the effective date of the annexation to the City of the Property; provided, however, that nothing in this paragraph shall limit any other rights of termination provided in this Agreement.

10. Failure or Refusal to Annex. In the event the Owner fails to annex their Property to the City as required by this Agreement, the City may, at its sole option and without otherwise limiting its legal rights, bring an action at law or equity, including an action for specific performance, to enforce the terms of this Agreement or treat this Agreement as a petition for annexation and annex the Property without consent after thirty (30) days' written notice to Owner. The rights and remedies under this paragraph shall be cumulative. To the extent permitted by law, the Owner hereby appoints the City Clerk as their attorney-in-fact to execute and deliver all documents necessary to annex Owner's Property to the City, should the Owner fail or refuse to annex as required under this Agreement. If the City proceeds to annex the Owner's Property as permitted under this paragraph, it may advance all fees and costs related to the annexation, and shall be entitled to recover the same as a personal obligation of the Owner. Such fees and costs shall also constitute a lien against the Owner's Property, which may be foreclosed as provided by law.

11. Lien Rights. The City shall be entitled to prepare and record a lien against the Owner's Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owner is required to be pay pursuant to this Agreement and/or the Salida Municipal Code.

12. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the real Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

13. Recording Fees. The City shall record this Agreement upon execution. The Owner shall simultaneously with the execution of this Agreement tender to the City the actual amount of recording fees (Checks shall be payable to the Chaffee County Clerk and Recorder).

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1/3/2019 8:05 AM
RESC R\$48.00 D\$0.00

Lori A Mitchell
Chaffee County Clerk

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.



ATTEST:

Lynda Travis
City Clerk/Deputy City Clerk

CITY OF SALIDA, COLORADO

By

[Signature]
P.T. Wood, Mayor

OWNERS:

Bradley J. Love
Bradley J. Love

Sandra L. Love
Sandra L. Love

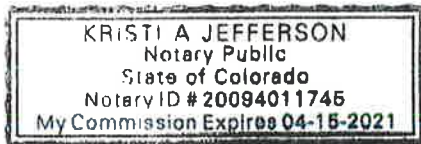
STATE OF Colorado)

COUNTY OF Chaffee) ss.

Acknowledged, subscribed, and sworn to before me this 21st day of December, 2018, by Bradley J. Love and Sandra L. Love.

WITNESS my hand and official seal.

My Commission expires: April 15, 2021



Kristi A. Jefferson
Notary Public

141 ANNEX MINOR SUBDIVISION

LOCATED IN THE SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, NMP, 4A, CHAFFEE COUNTY, COLORADO

SC 141 SW 1/4 of SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, NMP, 4A, CHAFFEE COUNTY, COLORADO

OWNER: PAUL G. KEY TRUST

ADDRESS: 141 ANNEX MINOR SUBDIVISION, CHAFFEE COUNTY, COLORADO

LEGAL DESCRIPTION: SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, NMP, 4A, CHAFFEE COUNTY, COLORADO

ACRES: 1.48

RECORDING OFFICE: CHAFFEE COUNTY CLERK, 100 WEST MAIN STREET, COFFEEVILLE, CO 80621

DATE: 8/23/18

BOOK: L-18-06

LEGAL DESCRIPTION: SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, NMP, 4A, CHAFFEE COUNTY, COLORADO

OWNER: PAUL G. KEY TRUST

ADDRESS: 141 ANNEX MINOR SUBDIVISION, CHAFFEE COUNTY, COLORADO

LEGAL DESCRIPTION: SECTION 24, TOWNSHIP 20 NORTH, RANGE 9 EAST, NMP, 4A, CHAFFEE COUNTY, COLORADO

ACRES: 1.48

RECORDING OFFICE: CHAFFEE COUNTY CLERK, 100 WEST MAIN STREET, COFFEEVILLE, CO 80621

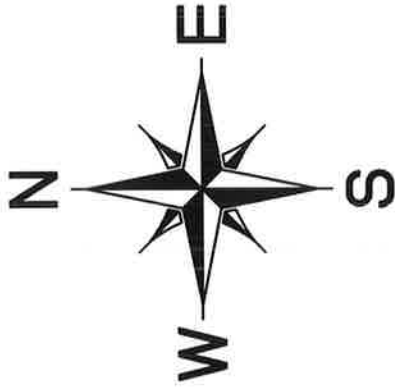
DATE: 8/23/18

BOOK: L-18-06

NOTICE: THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXEMPTED ON THIS _____ DAY OF _____, 2018.

ACKNOWLEDGMENT: I, JAMES L. TREAT, COUNTY CLERK & RECORDER OF CHAFFEE COUNTY, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS RECORDED IN MY OFFICE ON THIS _____ DAY OF _____, 2018.

CHAFFEE COUNTY CLERK & RECORDER'S CERTIFICATE: THIS PLAY HAS FILED FOR RECORD IN THE OFFICE OF THE CLERK & RECORDER OF CHAFFEE COUNTY, COLORADO, AT _____ DAY OF _____, 2018.






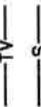


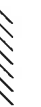



GRAPHIC SCALE 1" = 30'



DIRECTIONS ARE BASED ON THE BEARING N88°47'30"W BETWEEN RECOVERED REBAR MONUMENTS AT THE SE AND SW CORNERS OF THE TRACT, AS SHOWN AND DESCRIBED HEREON.

LEGEND:

-  DENOTES A RECOVERED 5/8" REBAR WITH A 1" ALUMINUM CAP STAMPED '1776'.
-  DENOTES A PREVIOUSLY RECOVERED 5/8" REBAR WITH A 1 3/4" STEEL DISC STAMPED '6753'.
-  DENOTES A 5/8" X 24" REBAR WITH A 1 1/2" ALUMINUM CAP STAMPED LS 16117, PREVIOUSLY SET.
-  DENOTES AN OVERHEAD ELECTRIC POWER LINE.
-  DENOTES AN OVERHEAD TELEPHONE LINE.
-  DENOTES AN OVERHEAD TELEVISION LINE.
-  DENOTES A CITY OF SALIDA SEWER LINE.
-  DENOTES A CITY OF SALIDA WATER LINE.
-  DENOTES A FENCE.
-  DENOTES CITY OF SALIDA CORPORATION LINE.

141 ANNEXATION TO THE CITY OF SALIDA CERTIFICATION:

WHEREAS THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO HAS BEEN PRESENTED WITH AN APPLICATION TERRITORY DESCRIBED HEREIN BY WENDELL D. WINGER (LOT 1), THOMAS D. CLEGG AND LAURA J. CLEGG (LOT 2; KRIEBEL AND STACIA KRIEBEL, THE OWNERS OF 100% OF THE AREA TO BE ANNEXED, EXCLUDING PUBLIC RIGHT AND

WHEREAS, THE CITY COUNCIL BY RESOLUTION ADOPTED 202, DETERMINED THAT THE AN NEXATION SUBSTANTIALLY COMPLIED WITH THE REQUIREMENTS OF SECTION 30-12-107(I), C.R.S.; AND

WHEREAS, AFTER PUBLISHED NOTICE AND PUBLIC HEARING ON 202, AS REQUIRED BY SE CTION 30-12-104 AND 105, C.R.S., DETERMINING THAT THE A

C.R.S., THE CITY COUNCIL ADOPTED RESOLUTION NUMBER (SERIES OF 202), DETERMINING THAT THE A

NSURED THE REQUIREMENTS OF SECTION 31-12-104 AND 105, C.R.S., AND THAT AN ANNEXATION ELECTION WAS NOT

AND