RECEPTION #20200080058, 10/1/2020 12:11:42 PM, 1 of 15,
Angela Myers, Clerk & Recorder, Larimer County, CO

INTERGOVERNMENTAL AGREEMENT
(Regarding Cooperation on Managing Urban Development)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 29th day of September, 2020, by and between LARIMER COUNTY, COLORADO, a body politic organized under and existing by virtue of the laws of the State of Colorado, hereinafter referred to as the "County," and THE TOWN OF TIMNATH, COLORADO, a home rule municipal corporation and political subdivision of the State of Colorado, hereinafter referred to as the "Town" and jointly referred to as the "Parties."

RECITALS

WHEREAS, continued growth in the Timnath area suggests that coordination between the County and Town can result in better management of development; and

WHEREAS, maintaining and enhancing areas of urban development in a thoughtful and deliberate way involves cooperation in land use and transportation planning, implementation of growth management policies, and the identification and preservation of open space and natural areas; and

WHEREAS, concentrating urban development in areas designated for such development affords greater efficiency in the delivery of such services as water, storm water, sanitary sewage disposal systems, transportation, fire and police protection and other services, and also affords a measure of predictability to landowners and residents concerning where future services will be provided and urban development will be permitted; and

WHEREAS, Pursuant to Title 29, Article 20, Colorado Revised Statutes ("C.R.S."), as amended, the General Assembly of the State of Colorado has found and declared that in order to provide for planned and orderly development within Colorado and a balancing of the basic human needs of a changing population with legitimate environmental concerns, the policy of the State of Colorado is to clarify and provide broad authority to local governments to plan for and regulate the use of land within their respective jurisdictions; and

WHEREAS, pursuant to said Title 29, Article 20, C.R.S., as amended, the General Assembly of the State of Colorado has designated certain powers to local governments, among them the power to regulate the location of activities and developments which may result in significant changes in population density, the power to provide for phased development of services and facilities, the power to regulate the use of land on the basis of the impact thereof on the community or surrounding areas, and the power to otherwise plan for and regulate the use of and so as to provide planned and orderly use of land and protection of the environment in a manner consistent with constitutional rights; and

WHEREAS, pursuant to said Title 29, Article 20, C.R.S., as amended, the General Assembly of the State of Colorado has authorized and encouraged local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building, and related regulations; and

WHEREAS, it is in the best interests of the citizens of Larimer County and the Town of Timnath for the County and the Town to enter into an intergovernmental agreement for the purposes of

implementing their respective comprehensive plans (otherwise known as master plans), establishing effective means of joint planning and management of urbanization within their jurisdictions, assuring that urban development occurs only as urban level facilities and services are able to be provided, assuring that urban development that occurs in the unincorporated portion of Larimer County in the vicinity of the Town of Timnath is annexed to the Town as soon as possible, providing effective means for the appropriate maintenance of public improvements intended to serve urban development, providing for appropriately located and planned cooperative community separators in the region, and assuring that urban development within the Town of Timnath municipal boundary does not negatively impact road and storm drainage systems in unincorporated Larimer County, or appropriately mitigates those negative impacts; and

WHEREAS, the agreements and understandings set forth below will promote increased coordination between the Town and County and result in better management and control of urban level development in the Timnath area.

NOW, THEREFORE, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Growth Management Area Established. The parties agree that the Timnath Growth Management Area (GMA) is contained within the boundaries identified in Exhibit A attached hereto excluding the area depicted within Weld County. The GMA, and the areas inside the town limits of the Town represent the areas that the County and Town agree are appropriate for urban development with urban levels of public services and facilities. Except for areas that are contained within the incorporated limits of the Town itself, areas outside the GMA are not appropriate for urban development and will not be provided public services and facilities at urban levels. Prior to December 31, 2021, the County will adopt regulations specific to the GMA. If such regulations are not adopted, either party may choose to terminate or propose amendments to this Agreement at that time.

2. Cooperative Planning Area Established. The parties agree that the Cooperative Planning Area as shown on Exhibit A as the area North of CR 52 to CR 56 and east of I-25.The Cooperative Planning Area is designated as the area where the County will lead collaborative efforts with the Towns of Timnath and Wellington, and other affected stakeholders (residents and property owners) to address long term land use planning and refer development proposals to each jurisdiction as they come to the county.

3. Final Authority. The Larimer County Board of County Commissioners shall have the final authority to approve or disapprove development proposals within Larimer County that have been recommended by the Larimer County Planning Commission for approval, approval with conditions, or disapproval so long as the development has not been annexed to the Town.

4. Comprehensive Plans for the GMA. The County agrees to use the Town's Comprehensive Plan as a guideline for development inside the GMA. The Town acknowledges the County will not formally adopt the Town's plan. The Town's Comprehensive Plan includes any plans for land use, parks, transportation, drainage, natural resources or other elements deemed necessary by the Town to act as a guideline for development inside the GMA. The Town agrees to make its Comprehensive Plan specific enough to give clear guidance through maps and text to the County, property owners, and developers as to the types, densities, and intensities of land use acceptable to the Town on any given parcel of land in the GMA.

   The Town shall forward to the County for recommendations any proposed revisions to the Town's Comprehensive Plan for areas within the GMA at least thirty-five (35) days prior to final action by

the Town. The Town shall notify the County of any revisions it ultimately adopts within ten (10) days of adoption.

5. Development Regulations. The Town acknowledges that the County has adopted certain land use regulations contained in the Larimer County Land Use Code as included and incorporated herein by reference as Exhibit B (the "GMA Regulations"). The Town acknowledges and agrees that the County through exercise of its legislative authority and discretion may amend these GMA Regulations from time to time. To the extent there is a conflict between this Agreement and the terms outlined in Exhibit B, the terms of Exhibit B shall control.

   Notwithstanding the foregoing, the County acknowledges that its adoption of the above referenced GMA Regulations in their current form was a substantial inducement and consideration for the Town's entering into this Agreement. The County agrees, therefore, that it shall not legislatively amend or fail to follow the GMA Regulations and any subsequently adopted agreed upon GMA Regulations until it has first referred such proposed amendment or action to the Town for its recommendation. The Town shall provide its written recommendation to the County within ninety (90) days of receipt of the referral for legislative amendments and within thirty (30) days of receipt of the referral for other actions, unless the parties mutually agree upon a longer or shorter time period. In determining whether or not to adopt the proposed amendment or action, the Board of County Commissioners shall give great weight to the recommendation of the Town and the extent to which the proposed amendment or action promotes or impairs the purposes of this Agreement, and the various components (elements) of the Town's Comprehensive Plan.

   In the event the County legislatively amends or fails to follow the current or subsequently adopted agreed upon GMA Regulations without the Town's approval, the Town may elect to exercise any or all of the following remedies:

   A. Terminate this Agreement upon giving sixty (60) days advance notice to the County.

   B. Refuse to annex any lands or specific parcels of land into the Town.

   C. Cease to maintain any public infrastructure improvements which the Town has theretofore agreed to maintain under Section 9 of this Agreement.

      These remedies shall not apply to those occasions when the County modifies such GMA Regulations under the provisions and criteria for "Modification of Standards" as contained in the Land Use Code.

6. Applications for Development Within the Timnath GMA Boundary.

   A. Development Applications.

      Within the GMA, the County shall not accept any application for a rezoning, PD-Planned development, special review, or planned land division if the property has contiguity to the Town limits. Contiguity in this Agreement shall have the meaning defined in the Municipal Annexation Act of 1965, Title 31, Article 12, C.R.S., as amended, (the "Annexation Act"). The County may accept such applications if the Town denies the petition for annexation.

   B. Except as provided in Section 6(C) of this Agreement, the County agrees it will not accept any development application listed above within the GMA boundary for property which has the contiguity to the Town limits required by the Annexation Act, for voluntary annexation

to the Town whether through a series of annexations or otherwise. The owner of such property shall instead be required, prior to development, to seek annexation to the Town unless the Town rejects the development application in accordance with Section 6(D) of this Agreement. The County will not accept a development application for any property in the GMA which on date of the adoption of this Agreement was part of a parcel that was contiguous and eligible for annexation by the Town, in accordance with the Annexation Act, but no longer is eligible for annexation because of a change in property boundaries that was not authorized by the County resulted in a break of contiguity, this included 35 acre land divisions and deeded property line adjustments. Exceptions to the above are:

- Land divisions created by court order from probate,
- Land divisions created by dissolution of marriage,
- Land divisions created by eminent domain proceedings, or
- Land divisions or changes to a property boundary line that is approved by the County with the written consent of the Town.

C. Subarea Plan for Transferrable Density and Receiving Area Applications. The parties may develop a subarea plan for a Transferrable Density Units Program that would create sending and receiving areas. In that case, the County may accept development applications for lands located within any area that is part of a "receiving area" established through an adopted subarea plan for any Larimer County Transferable Density Units Program. At such time as the County requires a landowner in a receiving area to request annexation to the Town, the Town will process the annexation petition such that the annexation, if approved by the Town, will be completed within thirty-five (35) days following the Town's approval of the final plat.

D. Town Denial of Application. If the Town denies an annexation petition required to be submitted, the County may accept the application and process and rule on it in accordance with the Larimer County Land Use Code. If the Town has denied the annexation petition because it contained conditions deemed by the Town to be unacceptable, the Applicant will be required to demonstrate to the County that it has provided a complete annexation petition and complied with the terms of this Agreement. If a property owner whose annexation petition was denied by the Town because of unacceptable conditions contained in the annexation petition challenges the County's decision on the basis that the resulting inability to develop his or her property in either the Town or the County constitutes an unlawful taking, to the extent authorized by law, the Town shall indemnify and defend the County against such claim.

E. Appeals. The County and Town agree that appeals, interpretations and variances from zoning provisions of the GMA which are applied at the building permit stage shall be forwarded to the Larimer County Board of adjustment as provided for in the Larimer County Land Use Code. All other appeals shall be maintained pursuant to the Larimer County Land Use Code.

F. Town Comment on County Applications. The County agrees that it shall refer to the Town for review and comment all development applications, as listed in Section 6(A), for properties located within the GMA. The Town shall advise the County whether or not the proposed development complies with the Town's Comprehensive Plan and the GMA Regulations in the Larimer County Land Use Code (collectively, the "Standards"). The Town shall provide its comments to the County in writing within the time required for county referrals established by State Law. Except to the extent that the Town notifies the County through its written comments that the development does not comply with the Standards, the County may assume that the proposed development complies with the Standards and the County shall have no responsibility to further review the proposed development for compliance with the Standards.

7. Development Outside of the GMA. The County agrees to use the Larimer County Comprehensive Plan as a guideline for development outside the GMA. The County shall forward subsequent revisions to the Comprehensive Plan to the Town for recommendations at least thirty-five (35) days prior to final action by the County. The County shall notify the Town of any such revisions that it ultimately adopts within ten (10) days of adoption.

8. Annexations.

   A. Expeditious Annexations. It is the Town's intent to annex properties within the GMA as expeditiously as possible consistent with the terms of this Agreement. The Town agrees to consider the annexation of any parcel or parcels of land located within the GMA which are eligible for voluntary annexation pursuant to the provisions of the Annexation Act.

   B. Annexation of Rights of Way, etc. The Town agrees to annex all County Road rights-of-way, easements, etc., adjacent to a voluntary annexation in accordance with the Annexation Act; provided, however, that the Town may decline to annex such County roads and rights-of-way if annexation of such roads and rights-of-way would impede future annexations anticipated by the Town to be accomplished by the use of a "flagpole" configuration or if such County road is primarily used by County development. In the event the Town declines to annex any such roads or rights-of-way, it shall provide a written explanation in the annexation impact reports provided to the County outlining the Town's reasons for not annexing such roads or rights-of-way.

   C. Involuntary Annexations. The Town agrees to pursue involuntary annexation of any parcel that becomes eligible for involuntary annexation.

   D. Annexation Agreements. The Town agrees to pursue annexation of any parcel whose owner has signed an annexation agreement.

   E. Property outside GMA. The County agrees that the Town, in its sole discretion, except for those areas and instances noted in Sections 2 and 6(B) of this Agreement, may annex outside the GMA. The Town agrees that proposed annexations outside the GMA will be sent by certified mail to the Board of County Commissioners for review and comment at least thirty-five (35) days prior to the scheduled public hearing on the annexation before the Town Council.

   F. Annexation Agreements Required for Developments in GMA. The County agrees to require a binding agreement for future annexation in the form attached as Exhibit C as a condition of approval of any development application requiring approval by the Larimer County Board of Commissioners, which is located within the GMA but is not, at the time of development approval, eligible for voluntary annexation to the Town.

9. Improvements to and Maintenance of Public Facilities. The County agrees to require development proposals within the GMA to make improvements to County roads consistent with the Larimer County Urban Road Standards as adopted by the Town of Timnath, for the GMA which, to the extent reasonably feasible, will be consistent with the multi-modal and level of service standards for road improvements required by the Town inside the Town limits. The Town agrees to provide routine maintenance and inspection of such public infrastructure improvements (whether on or off the development site) which, would not otherwise have been required by Larimer County Urban

Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

The Town agrees to apply its "Street Construction Policy" for off-site improvements to any development within the Town limits which has an identifiable impact on the County road system which may require the developer to make certain improvements to County roads outside the Town limits. If improvements are to be made to County roads outside the Town limits, the Town agrees to send plans of said improvements to the Larimer County Community Development Department and Larimer County Engineering Department for review and comment. The Town also agrees to provide routine maintenance and inspection of all such public infrastructure improvements (whether on or off the development site) which would not have been required by Larimer County Urban Standards. (Examples of such improvements may include transit facilities, bicycle lanes, or parkway/median landscaping.)

10. Collection of Development Fees in-lieu-of-Land Dedication within the Town's GMA Boundary. The County shall agree to collect current development fees for the Town (as defined in the Town's current fee schedule) from all residential development located within the GMA at the time of issuance of applicable building permits. The County shall remit this fee to the Town to be used to benefit residents of the area where it is collected. The fee will be as per the then current fee as adopted by the Town.

11. Amendments to the GMA Boundary. The Town and County agree that any amendments to the GMA Boundary shall be mutually agreed upon in writing by the parties. The County shall implement such amendments in accordance with the procedures and requirements for amendments to zoning district boundaries outlined in the Larimer County Land Use Code.

12. Enforcement. Both the Town and County intend that this Agreement be binding upon them. Either party hereto shall be permitted to specifically enforce any provision of this Agreement in a Court of competent jurisdiction.

13. Term. This Agreement shall remain in force and effect for a period of ten years from the date of its execution. Thereafter (the ten-year period), the Agreement shall expire at the end of the term and every five years unless renewed by both parties.

14. Severability. In the event either party is prevented by court order from performing or enforcing any provision of this Agreement, or enforcing any regulations, both parties shall have the option of terminating this Agreement upon mutual consent.

LARIMER COUNTY, COLORADO

By: Steve Johnson
Chair, Board of County Commissioners

ATTEST:

LARIMER COUNTY CLERK SEAL COLORADO

Approved as to form:

9 25 20
County Attorney

TOWN OF TIMNATH, COLORADO

By:
Mayor, Timnath Town Council

ATTEST:

Town Clerk

Approved as to form:

Town Attorney

EXHIBIT "A"

TIMNATH GROWTH MANAGEMENT AREA AND COOPERATIVE PLANNING AREA MAP

Town of Timnath and Larimer County IGA – Growth Management Area Map

EXHIBIT "B"

GMA REGULATIONS

A. *Applicability.* The provisions of this Exhibit B will apply in the Timnath GMA as defined in Exhibit A of this Agreement. Supplementary regulations to the GMA, herein referred to as supplementary regulations may be adopted at a later date.

B. *General requirements.*

1. Except as provided in subsection B.2 below, the county shall not accept any application for a rezoning (PD-planned development), special review or planned land division:

   a. For any property in the GMA which has any contiguity to the town limits and, thus, can be made eligible for voluntary annexation, whether through a series of annexations or otherwise. Instead the owner of such property shall be required to seek annexation to the town; or

   b. For any property in the GMA, which was part of a parcel eligible for annexation as of September 29, 2020, but which is no longer eligible because of subsequent land divisions resulting in a break in contiguity, except land divisions created by court order from probate, dissolution of marriage or eminent domain proceedings; or

   c. Where Timnath denies the petition for annexation because:

      1) The property owner has included conditions or requirements in the petition which the county deems to be unreasonable or unduly burdensome; or

      2) The property owner refuses to agree to conditions or requirements imposed by the town as a condition of annexation which the county deems to be reasonable.

2. The county may accept applications for rezoning, special review or planned land division where:

   a. The subject parcel(s) has no contiguity to the municipal limits; or

   b. The town denies the petition for annexation for reasons other than those stated in subsection B.1.c. above.

   c. In lieu of a denial of annexation by the town, the county commissioners accept the written determination by the designated representative of the town that the subject property owner(s) need not apply for annexation.

3. Any parcel within the GMA may be used for any use which is designated a use allowed by right in the underlying zoning district. This does not apply to uses that involve land divisions, special review or any other decisions requiring discretionary review by the county commissioners.

4. Uses allowed only by special review in the underlying zoning district may be approved only if such uses are consistent with supplementary regulations to the GMA. If no applicable supplementary regulations have been adopted, the county's Land Use Code review criteria for special review shall apply.

5. The underlying zoning of parcels within the GMA may be rezoned only to the PD-planned development district. The PD-planned development rezoning application must specify the proposed land use types, densities and intensities.

6. In order to approve a rezoning to PD-planned development, the county commissioners must find the proposed rezoning meets the review criteria in the Land Use Code, and that the proposed land use type, density and intensity are consistent with the applicable supplementary regulations, if any.

7. The county shall not accept any applications for special exceptions in the GMA.

8. All divisions of land to create new lots the GMA shall be submitted and processed as planned land divisions, minor land divisions, or rural land plans. No division of land to create new lots in the GMA through the planned land division process shall be approved unless the county

commissioners have approved a rezoning of the land to PD-planned development pursuant to the Land Use Code.

9. Prior to final approval of a rezoning, special review, site plan review, planned land division, minor land division or rural land plan, the property owner shall provide a binding agreement for annexation. The agreement shall be in a form approved by the county and shall include a power of attorney authorizing the town clerk to execute and file annexation petitions and maps, and shall state that the property owner agrees to submit to the town a petition for voluntary annexation at such time as the property becomes eligible for annexation according to state annexation laws. Such agreement shall be signed by the owner of the property, shall run with the land and shall be recorded in the office of the clerk and recorder of Larimer County with a copy forwarded to the town.

10. The county shall submit, to the town for review and comment, all proposals for rezoning, special review, minor land division, planned land division and rural land plan within the GMA. The county shall afford the town 21 days from the date of transmittal of the referral to provide written comments.

C. *Modifications of development standards required by supplementary regulations.* Development standards in supplementary regulations to the GMA may be modified if agreed upon in writing by the developer, county commissioners and the town. For proposed modifications not agreed to by the town, the county commissioners may grant such modifications only in exceptional circumstances and only if they find that granting the modification will not be detrimental to the public good and that:

1. By reason of exceptional physical conditions or other extraordinary and exceptional situations unique to such property, including, but not limited to, physical conditions, such as exceptional narrowness, shallowness or topography, the strict application of the standard sought to be modified would result in unusual and exceptional practical difficulties, or exceptional and undue hardship upon the owner of the affected property, provided such difficulties or hardship are not caused by the act or omission of the applicant; or

2. The alternative plan, as submitted, will advance or protect the public interests and purposes of the standard for which modification is requested, equally well or better than a plan that complies with the standards for which modification is requested. In ascertaining the "public interests and purposes of the standards" the county commissioners shall give great weight to:

    a. The recommendation of the town;

    b. The specific language of the standard, taken in the context of the regulation in which the standard is contained and in the context of the applicable provisions of the town's comprehensive plan; and

    c. The willingness and agreement of the town to annex the subject area.

A modification shall be processed and reviewed concurrently with the development application to which it applies. A modification may be processed separately from such development application only if the county planning director in his/her sole discretion determines there is adequate information to allow the modification to be evaluated separately from the development application.

Applicants seeking a modification shall file a written request with the county planning director. The county planning director shall refer the application to the planning director of the town. The town shall provide a recommendation to the county within 21 days of receipt of the request. The Larimer County Planning Commission or other recommending board, per the applicable intergovernmental agreement, and the county commissioners shall hear the request in the public hearings set for the development application. If the county planning director has authorized the modification request to be processed separately from the development application, the applicable recommending board shall hear the request at the next available public hearing as determined by the planning director after receipt of the recommendation of the town, and the county commissioners shall hear the request at a public hearing no later than 21 days after receipt of the recommendation from the applicable recommending board.

At the hearing, the county commissioners shall consider relevant information presented by the applicant, the town and interested members of the public. Based on the information, the county commissioners may grant the modification or grant the modification with conditions in accordance with the criteria contained in this section or deny the modification.

If a modification is approved it shall be controlling for the successively, timely filed, development applications for that particular development proposal only to the extent that it modified the standard pertaining to such plan. All modifications which apply to a development plan which has not been filed at the time of the granting of the modification shall be valid for a period of time not to exceed one year following the determination of the county commissioners of the request for the proposed modification.

EXHIBIT "C"

SAMPLE ANNEXATION AGREEMENT

TO THE TOWN OF TIMNATH, COLORADO:

The undersigned owner (hereinafter referred to as "OWNER") of the property, more particularly described on Attachment "A", attached hereto, has filed an application with Larimer County under the terms of the INTERGOVERNMENTAL AGREEMENT REGARDING COOPERATION ON MANAGING URBAN DEVELOPMENT between Larimer County and the Town of Timnath (hereinafter referred to as "TOWN". It is expressly understood and agreed by the undersigned OWNER that, if granted, the development approval shall be in consideration of and upon the following terms and conditions, to-wit:

1. If the property shall ever be included within the boundaries of a territory which is sought to be annexed to the TOWN itself, then and in that event, the undersigned OWNER specifically agrees to consent to and join in the annexation of such territory by the TOWN; and that the undersigned OWNER will comply with all of the legal requirements and conditions pertaining to the annexation of territory to the TOWN. It is understood by the undersigned OWNER that the primary consideration for granting of development approval according to the terms of the INTERGOVERNMENTAL AGREEMENT REGARDING COOPERATION ON MANAGING URBAN DEVELOPMENT is the undersigned OWNER'S covenant and the promise to consent to the annexation of said territory to the TOWN, comply with all requirement and conditions as aforesaid and sign all petitions and maps pertaining thereto. Furthermore, the undersigned does hereby empower and irrevocably authorize and appoint the Town Clerk of the Town of Timnath, Colorado, as lawful attorney-in-fact, on behalf of the undersigned, to sign any such annexation petitions and maps thereby binding the undersigned, to all of the terms and provisions of said petitions and maps for all intents and purposes as if the undersigned had signed said petitions and maps. This power of attorney shall not be affected by the disability of the principal. This appointment shall not preclude the Town from undertaking any other available action, which may be necessary to enforce the provisions of this Agreement. Notwithstanding the limitation set forth in Section 31-12-107(8) C.R.S. 1973, OWNER hereby waives the five (5) year limitation of such power of attorney as contained therein and agrees that this power of attorney shall be valid for a term of 20 years from the date of this Agreement, unless a court of competent jurisdiction determines that the provisions of Section 31-12-107(8) C.R.S. 1973 cannot be waived or modified by the OWNER, in which event this power attorney shall be valid for a term of five (5) years from the date of this Agreement.

2. That all terms and conditions herein set forth shall extend to and be binding upon the heirs, assigns or successors in interest of the undersigned OWNER and be considered as a covenant running with the land described in Attachment "A". Further, it is agreed that, in accepting title to the property described in Attachment "A", or any part thereof, any grantee, heir, assignee or successor in interest to the undersigned OWNER expressly agrees to be bound by the terms hereof, including, but not limited to, the appointment of the TOWN Clerk as attorney-in-fact for the purposes set forth in Paragraph (1) above.

3. That this agreement shall be recorded pursuant to the provisions of Colorado Statutes; and that the Town may undertake any action legally available to enforce the provisions hereof. In the event the TOWN is required to undertake any action to enforce the terms hereof, the undersigned OWNER and his heirs, successors and assigns agree that the TOWN may recover from the owner of said property its reasonable expenses, including attorney fees, incurred with respect to such action.

4. That, if any section, sections or provisions of this agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other sections or provisions of this agreement if they can be given effect without the invalid section, sections or provisions.

5. That the following grammatical rules shall apply to this agreement: any gender includes the other genders; the singular number includes the plural and vice versa; words used in the present tense include the past and future tenses and vice versa, unless manifestly inapplicable; and the words shall be constructed according to context and approved usage of language.

IN WITNESS WHEREOF *the applicant has hereunto set hand and seal this* _____ *day of* _____, 20_.

OWNER

_____

OWNER

_____

STATE OF COLORADO)
)ss,
COUNTY OF_____)

Subscribed and sworn to before me this _____ day of_____, 20___, by _____.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public