

**TOWN OF MILLIKEN
P.O. BOX 290
MILLIKEN, CO 80543**

PETITION FOR ANNEXATION

We represent that we are the landowners of 100% of the land described in this Petition, excluding public streets, alleys, roads and easements, which is legally described on Exhibit "A", and affirm the following to be true and correct as of _____, 2005, our petition for annexation is filed with the Town of Milliken.

CONTIGUITY:

1. The perimeter of the proposed annexation has a distance of _____ feet of which _____ are contiguous to the existing Town Limits of Milliken.
2. This contiguity results in a minimum of % of the perimeter (at least 1/6) of proposed annexation being contiguous to the Town of Milliken.
3. The proposed annexation contains approximately _____ acres.
4. The requirements of §31-12-104 and §31-12-105 C.R.S., exist or have been met.
5. We further allege:
 - a. It is desirable and necessary that the territory be annexed to the Town of Milliken.
 - b. A community of interest exists between the territory and the Town of Milliken.
 - c. The territory is integrated or capable of being integrated with the Town of Milliken.
 - d. The territory is urban or will be urbanized in the near future.
 - e. No land held in identical ownership is divided into separate parcels unless the owner of said tract has consented in writing or joins in this Petition.
 - f. No proceedings for annexation of the land described in this Petition have been commenced for annexation to another municipality.
6. The Petitioners understand that there may be a significant period of time before municipal utilities will be available, but anticipate that urbanization will be able to take place at a pace acceptable to them without immediate access to these utilities. Until urbanization takes place the petitioners intend to maintain their properties in their current uses, which uses are acceptable to the Town of Milliken.
7. The Petitioners have submitted the petition with the intention that the property will be developed in accordance with Milliken's Land Use Code, Comprehensive Plan, Municipal Code, resolutions and ordinances.

8. The Petitioners are aware that Milliken has enacted fees and policies with the intention that growth should pay its own way and that growth should improve the health, safety and welfare of its citizens. Examples of Milliken's fees which are acceptable to the petitioners include fees for: building, electric, construction meter, plan review, building permit administration, parks, trails and open space, public facilities infrastructure, streets, drainage, police facility infrastructure, general administration facility infrastructure, water administration, water meter, water tap, sewer tap, raw water, and other supplemental fees as appropriate.
9. The Petitioners understand that Milliken is required by Colorado Revised Statutes to prepare and file an annexation impact report. The Petitioners will prepare a proposed annexation impact report and provide it to Milliken for review and consideration six (6) weeks prior to the hearing.
10. The Petitioners agree to dedicate free and clear of all liens and encumbrances of any kind, and at no charge to the Town, all easements and rights-of-way for streets and other public ways and for other public purposes, within the Property as outlined in a Subdivision Improvements Agreement (approved at the time of final subdivision plat).
11. The Petitioners agree to dedicate, with the subdivision of the Property and at no cost to the Town, all required easements and right-of-way for installation and maintenance of infrastructure.
12. The Petitioners agree to design and install transportation infrastructure, utility infrastructure, and stormwater improvements to serve the Property prior to the issuance of any building permits for all or any portion of the property in accordance with Town standards. The Petitioners shall make such other improvements as required by Town ordinances and resolutions, to guarantee construction of all required improvements, and, if requested by Milliken, to dedicate to Milliken any or all other required improvements. The Petitioners agrees to enter into a subdivision improvements agreement pertaining to such improvements and other matters at time of final plat.
13. The Petitioners agree that oversizing agreements may exist that the Petitioners may be responsible for his/her fair share for oversizing of infrastructure. Likewise, Petitioners acknowledges that the Town may require the Petitioners to oversize infrastructure, which would be reimbursed by subsequent developers. The Petitioners acknowledge that the Town shall facilitate reimbursement of any financial participation by the Petitioners, over and above the proportionate impact of the development. Such reimbursement shall come from new development directly connecting to the improvements.
14. The Petitioners agree to satisfy the public land dedication and landscaping requirements specified in the Town's Land Use Code.
15. The Petitioners agree that future development of the site will comply with any adopted infrastructure plans including but not limited to transportation, drainage, water, sewer, land use, parks, trails, open space and comprehensive plans.

16. The Petitioners agree that the design, improvement, construction, development, and use of the property shall be in conformance with, and that Petitioners shall comply with, all municipal, county, state and federal statutes, ordinances, rules and regulations.
17. The Petitioners agree that all land use approvals and building permits for the development of the Property shall be subject to requirements including, but not limited to, the payment of impact fees and development charges and other land use and development requirements in effect at the time that such proposed development applies for a building permit.
18. The Petitioners agree to convey to the Town, all water rights necessary for development and all irrigation water rights and associated carrying rights and groundwater rights associated with the property, and any related stock certificates evidencing ownership of the water rights, free and clear of all encumbrances and with all taxes and assessments related hereto paid in full, unless the Town in writing rejects any or all such water rights. Water rights may be conveyed on a pro-rata basis as building permits are issued.
19. Milliken has various enterprise funds through which the utilities provided by Milliken are financed. Examples of Milliken's services are its water, wastewater and drainage utilities. Milliken's Board of Trustees believe that the provision of utilities by Milliken assists in complying with the *Milliken Comprehensive Plan* and *Milliken Land Use Code* and the petitioners request that Milliken provide all utility services which are available now or in the future through Milliken at a cost comparable to that which can be provided by any third party.
20. The Petitioners understand that the RE5-J School District forms an integral part of the Milliken community. Milliken has enacted fees to support the acquisition of land by this School District. The Petitioners are aware of these fees and agree to financially support the District's land acquisition programs.

The terms of this Petition are binding on the heirs, devisers, successors and assigns of the parties. Therefore, the undersigned hereby request that the Town of Milliken approve the annexation of the areas described herein.

Petitioner

Petitioner

Date Signed

EXHIBIT "A"

Legal Description