



AGREEMENT IN FURTHERANCE OF ANNEXATION

FOR

SCHLAGEL/WILLIAMS ANNEXATION

TO THE CITY OF LONGMONT, COLORADO

May 11, 1999

Unofficial Copy

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Agreement in Furtherance of Annexation
Schlagel/Williams Annexation
May 11, 1999

**AGREEMENT IN FURTHERANCE OF ANNEXATION
FOR
SCHLAGEL/WILLIAMS ANNEXATION
TO THE CITY OF LONGMONT, COLORADO**

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LIST OF EXHIBITS

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- EXHIBIT A** Legal Description of Schlagel/Williams Annexation
- EXHIBIT B** Concept Plan

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1 hereinafter called the "Concept Plan." All future development on the Property generally shall conform
2 to the Concept Plan and applicable ordinances in effect at the time of development and building permit
3 application. If the Concept Plan fails to conform to all ordinances at the time of development, the
4 Owner shall apply for amendments to the Concept Plan per the City's development review procedures.
5 In the event, however, that the Concept Plan fully complies with the then-existing development
6 ordinances of the City, then the Concept Plan shall guide the design, development and intensity of uses
7 depicted unless the City and Owner mutually agree to amend the same in conformance with the City's
8 development review procedures. The City shall retain full authority to act in the public interest in
9 exercising its municipal police powers, including considering or initiating amendments or modifications
10 of the zoning and Concept Plan for some or all of the parcels making up the Property.

11 2.2 Airport.

12 2.2.1 The Owner agrees to provide a plat note on all Preliminary and Final Plat maps
13 and any site/development plans as follows:

14 PLAT NOTE

15 Due to the proximity of the property to the Vance Brand Airport, there will be aircraft passing
16 above the property. Aircraft passage may result in noise and other impacts on the property.
17 Aircraft may cross above the property at low altitude in accordance with FAA regulations. The
18 frequency of aircraft passing over the property may increase in the future. The owners, their
19 heirs, successors and assigns, specifically acknowledge the right of passage over the property
20 for aircraft and agree to hold harmless the City of Longmont for aircraft operations conducted
21 in accordance with FAA regulations.

22 2.2.2 The Owner agrees to dedicate a 100 foot wide Airport Emergency Landing
23 Easement to the City at the time the Property is final platted in accordance with the provisions outlined
24 on the Concept Plan.

25 2.3 Vested Property Rights and Growth Management. The Owner and City acknowledge
26 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
27 property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner
28 agrees that the Property will be subject to all ordinances currently in effect and as amended at the time
29 the Property develops, including any future phasing or growth management regulations that may be



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1 adopted by the City. The Owner further acknowledges that future growth management systems may
2 limit the location or timing of growth in the City, and that annexation does not guarantee the extension
3 of urban services or the entitlement of development rights.

4
5 **ARTICLE THREE**
6 **PHASING**

7
8 3.1 Pursuant to the Concept Plan, the Owner proposes to develop the Property according
9 to the phasing to be determined and set forth in the preliminary plat. The Owner acknowledges that
10 development of the Property at any time within the phasing plan is entirely dependent upon the City's
11 decision to extend utilities and provide urban services.

12 3.2 Unless the City agrees otherwise in writing, the Owner shall satisfy all participation
13 costs, improvement and dedication requirements, and other applicable requirements of the LMC, for
14 each phase. Development may occur simultaneously in more than one phase or subphase.

15
16 **ARTICLE FOUR**
17 **DRAINAGE**

18
19 4.1 Drainage Plan.

20 4.1.1 The Owner, at Owner's sole expense, shall prepare a master drainage plan for
21 the Property to control all storm water runoff greater than that historically generated from the
22 Property. The drainage plan shall not alter historic flows in any manner that would adversely impact
23 upstream or downstream properties. The master drainage plan shall meet all City standards and
24 specification and City floodplain regulations and be subject to approval by the City.

25 4.1.2 The master drainage plan shall show the location and extent of all drainage
26 system improvements, including but not limited to, collection and detention facilities. If construction of
27 drainage improvements will result in changes to drainage or irrigation facilities affecting other property
28 or facility owners, the Owner shall, unless waived by the City, obtain the written consent of each
29 affected property or facility owner to the changes before the City will approve the plan.



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1 with the "City of Longmont Public Improvements Design Standards and Construction Specifications"
2 and the Concept Plan. The rights-of-way include, but are not limited to, the following:

3 5.1.1 A minimum of 30 feet of right-of-way along the west edge of the Property for
4 the expansion of Airport Road to an arterial street; and

5 5.1.2 A minimum of 30 feet of right-of-way along the south edge of the Property for
6 the expansion of Nelson Road to an arterial street.

7 5.1.3 Any rights-of-way necessary for the public street system. The rights-of-way
8 include, but are not limited to, the following:

9 A minimum of 70 feet for the full width right-of-way for Rogers Road, a collector
10 street; and up to a total of 70 feet for the full width right-of-way for an unnamed north-south collector
11 street as shown on the Concept Plan.

12 5.2 Transportation Needs, Reimbursements and Credits.

13 5.2.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC delineates the
14 Transportation Investment Fee for Arterial Streets.

15 5.2.2 The Owner has submitted and the City has approved the Owner's transportation
16 study. The Owner shall update the study with each final plat, unless waived by the City.

17 5.2.3 To fully develop the Property, the Owner may need to construct certain on-site
18 and off-site transportation improvements, as identified in the approved traffic study, as updated, and to
19 acquire off-site right-of-way. Said transportation improvements shall be identified within each MOAPI
20 which shall be subject to approval by the City Council. The Owner shall be responsible for all
21 acquisition costs for the off-site right-of-way, subject to reimbursement as detailed in the MOAPI for
22 each development phase.

23 5.2.4 The Owner shall construct or contribute to the cost of construction of all on-site
24 and off-site transportation improvements in a sequence acceptable to the City, to meet the demands
25 that development of each phase of the Property will generate.

26 5.2.5 The Owner's construction of arterial street improvements, and arterial
27 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
28 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
29 of the LMC, and as detailed in the Owner's MOAPI for each development phase.



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1 future, to serve the Property based upon the timing of development of the Property relative to full build
2 out of existing annexed lands. Actual allocation of service shall be on a first come, first served basis as
3 determined by the City Council.

4 6.2 Electric Requirements

5 6.2.1 The Owner shall pay the City for the cost of any electric utility extension or
6 facility relocation that development of the Property requires. If relocation requires additional or
7 expanded easements, the Owner shall provide the easements to the City, without cost, subject only to
8 encumbrances acceptable to the City. Expense for acquisition of easements shall be eligible for
9 reimbursement to the Owner from adjacent or other benefiting property owners according to City
10 policy in effect at the time of development as detailed in the MOAPI.

11 6.2.2 Within 60 days of written notification by the City, the Owner shall reimburse
12 the City's electric utility for all costs associated with the transfer of service territory within the Property
13 to the City from other electric utilities. These costs shall include, but not be limited to: transfer or
14 removal of existing customer services, buy-out of utility facilities, and lost revenue payments. The
15 terms of transfers shall be dictated by the then applicable service territory transfer agreements between
16 the City and other electric utilities, including any specific agreement reached concerning the property or
17 by Colorado statutes. Transfer of the service territory, existing customers, and resulting costs may
18 occur in stages at the City's discretion.

19 6.2.3 All development approvals, building permits, and certificates of occupancy
20 shall be subject to payment of all reimbursable costs.

21 6.3 Water System Requirements.

22 6.3.1 The City has limited water transmission service and storage capacity. The City
23 provides water service on a first come, first served basis as determined by the City Council.

24 6.3.2 The Owner shall be solely responsible for construction of all water line
25 installations to serve the Property. The Owner shall construct a complete looped system to serve each
26 development phase.

27 6.3.3 All on-site water lines shall extend across each phase or subphase of the Property
28 to the appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
29 Property. The Owner shall construct the following water lines to serve the Property, including but not



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1 limited to:

2 6.3.3.1.1 A 16-inch water line along Rogers Road from Airport Road to the
3 east property boundary.

4 6.3.4 The City shall determine the exact timing of installation of all water lines at the
5 time of final plat and MOAPI for each phase .

6 6.3.5 The Owner shall identify and report to the City all existing water services that
7 any water districts provide to the Property. The Owner shall pursue exclusion from all water districts
8 having jurisdiction over and providing water to the Property before submitting a final subdivision plat
9 application. The Owner must provide proof of exclusion from all water districts before the City will
10 extend water service, pursuant to the agreement between the City and Left Hand Water District
11 recorded at Reception # 1752817 with the Boulder County Clerk and Recorder.

12 6.4 Sewer Line Requirements.

13 6.4.1 The Owner shall be solely responsible for construction of all sewer line
14 installations to serve the Property.

15 6.4.2 All on-site sewer lines shall extend across each phase or subphase of the
16 Property to the appropriate boundaries of each phase as it is developed and ultimately to the
17 boundaries of the Property.

18 6.4.3 The City shall determine the exact timing of installation of all sewer lines at the
19 time of final plat for each phase .

20 6.4.4 The Owner shall, at no cost to the City, dedicate easements for the
21 construction and maintenance of the Rogers Road Sewer Interceptor crossing the Property and shall
22 provide an all weather access to the line.

23 6.4.5 All sanitary sewer service to the Property will be with a gravity sewer system.
24 Lift stations will not be allowed unless approved by the City.

25 6.5 Raw Water Requirements.

26 6.5.1 Before the annexation ordinance is recorded with the county clerk and recorder,
27 the Owner shall convey to the City all historic water rights appurtenant to the Property, according to
28 the City's Raw Water Requirement Policy. The Owner shall satisfy any raw water deficits according to
29 the City's then existing Raw Water Requirement Policy.



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ARTICLE SEVEN
PRIMARY GREENWAY, ARTERIAL LANDSCAPING,
PARK LAND, AND SCENIC ENTRY CORRIDOR

7.1 The Longmont Area Comprehensive Plan (LACP) identifies primary and other greenways. Subject only to encumbrances acceptable to the City, the Owner shall construct and dedicate, according to the LMC and ordinances then in effect, all primary and other greenway segments that border or cross the Property in conjunction with each final plat, as depicted in the LACP then in effect.

7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way landscaping, including bikeways, per the LMC and ordinances in effect at the time of development.

ARTICLE EIGHT
EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT

8.1 The Owner shall pursue exclusion of the Property from the Hygiene Fire Protection District(s) after the annexation has been recorded. The Owner agrees to file, at the Owner's expense, all necessary petitions, pursuant to C.R.S. §32-12-501, for exclusion from the fire district(s). Evidence of exclusion shall be provided to the City prior to recording a final plat; or the Owner agrees to file, at the Owner's expense, with the appropriate District Court all necessary petitions, pursuant to C.R.S. §32-12-502, for exclusion from the fire district(s) prior to recording the final plat.

8.2 Unless a petition for exclusion is pending, the City shall not issue a building permit for any property not excluded without an affidavit of property owners that elect to remain within the district.

ARTICLE NINE
COST ALLOCATION AND RECAPTURE OF COSTS
FOR PUBLIC AND COMMON IMPROVEMENTS



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9.1 The City may require the Owner to pay for other public improvements that relate to development of the Property. These public improvements may benefit not only the Property, but also adjacent landowners and the public.

9.2 The City shall assure construction of public improvements by requiring the Owner to execute a MOAPI and to provide financial security before development of all or any applicable phase of development, according to the LMC then in effect.

9.3 Where the Owner constructs public improvements that will also benefit other property owners and the public, reimbursement to the Owner shall be according to the LMC and ordinances in effect at the time of development, and detailed in the Owner's MOAPI.

9.4 Where the Owner's Property abuts or benefits from existing public improvements that have been constructed by others (including the City), the Owner may be required to participate in those public improvements according to the LMC and ordinances in effect at the time of development and as detailed in the Owner's MOAPI.

ARTICLE TEN
INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER CONSERVANCY DISTRICT

10.1 As an express condition of annexation, the Owner consents to inclusion into the Northern Colorado Water Conservancy District (District) and the Municipal Subdistrict (Subdistrict), Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S. The Owner acknowledges that, upon inclusion into the District and Subdistrict, the Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the District and Subdistrict at the time of inclusion of the Property. The Owner agrees to waive any right to an election which may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the District and Subdistrict can impose such mill levies and special assessments as it has the authority to impose. The Owner also agrees to waive, upon inclusion, any right which may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.



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ARTICLE ELEVEN

**EASEMENT MAINTENANCE OF NORTHERN COLORADO WATER
CONSERVANCY DISTRICT'S SOUTHERN WATER SUPPLY PROJECT**

11.1 If an easement for the Southern Water Supply Project (Carter Lake Pipeline) of the Northern Colorado Water Conservancy District ever burdens the Property, the Owner shall landscape the surface over the easement to the City's standards. The Owner shall then establish a homeowners/business association, or other maintenance organization acceptable to the City, to maintain the easement surface.

**ARTICLE TWELVE
ENFORCEMENT**

12.1 The parties shall have the right to enforce the provisions of this Agreement by appropriate remedy in law or equity, including specific performance.

**ARTICLE THIRTEEN
NON-CONTESTABILITY**

13.1 The Owner presents this Agreement to induce favorable consideration of the Petition for Annexation. The City Council and the public are relying on the Owner's promises to perform this Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy any material provision of this Agreement, the Council may deem the Owner, and any grantees, successors or assigns in interest found in violation, collectively to have petitioned for disconnection of the annexed territory, according to the annexation laws of Colorado. For this article, the City may consider each ownership entity separately, and may consider a violation by one ownership entity not to be a violation by others.



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ARTICLE FOURTEEN
MISCELLANEOUS

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4 14.1 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be
5 construed as to their fair meaning, and not for or against any party based upon any attributes to such
6 party of the source of the language in question.

7 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
8 reference only and of no meaning in the interpretation or effect of this Agreement.

9 14.3 Compliance with Ordinances and Regulations. The parties shall perform their
10 respective obligations under this Agreement in strict compliance with all applicable laws, rules,
11 charters, ordinances and regulations, as now exist or are later enacted or amended, of the City, and all
12 county, state and federal entities having jurisdiction over the Property.

13 14.4 Agreement as Covenant. This Agreement, and all of its obligations, shall run with the
14 land and be a covenant with respect thereto, and shall be binding upon the parties, their respective
15 heirs, successors and assigns. The City shall record this Agreement with the county clerk and recorder.

16 14.5 No Implied Representations. No representations, warranties or certifications, express
17 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

18 14.6 No Third Party Beneficiaries. None of the terms, conditions or covenants in this
19 Agreement shall give or allow any claim, benefit, or right of action by any third person not a party
20 hereto. Any person other than the City or the Owner receiving services or benefits under this
21 Agreement shall be only an incidental beneficiary.

22 14.7 Financial Obligations of City. All financial obligations of the City under this Agreement
23 are contingent upon appropriation, budgeting, and availability of specific funds to discharge such
24 obligations. Nothing in this Agreement shall be deemed a pledge of the City's credit, or a collection or
25 payment guarantee by the City to the Owner.

26 14.8 Indemnification of City. The Owner shall indemnify and save harmless the City, its
27 officers, and employees, against any claims, liabilities, damages, fines, penalties, and costs arising
28 during or after the term of this Agreement from any work done or omission made by the Owner,
29 Owner's officers, employees or agents, arising out of or resulting from performance or nonperformance



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1 of this Agreement.

2 14.9 Integrated Agreement and Amendments. This Agreement is an integration of the entire
3 understanding of the parties with respect to the matters stated herein. The parties shall only amend this
4 Agreement in writing with the proper official signatures attached thereto.

5 14.10 Waiver. No waiver of any breach or default under this Agreement shall be a waiver of
6 any other or subsequent breach or default.

7 14.11 Severability. Invalidation of any specific provision of this Agreement shall not affect
8 the validity of any other provision of this Agreement.

9 14.12 Governing Law. This Agreement shall be governed and construed according to the
10 laws of the State of Colorado.

11 14.13 Binding Effect. This Agreement shall be binding upon the parties and their respective
12 heirs, successors, assigns and grantees.

13 14.14 Owner Defined. Unless the context otherwise requires, as used in this Agreement,
14 the term, Owner, includes, jointly and severally, every person named in this Agreement as an
15 Owner. Singular references to Owner include the plural and plural references to Owners include
16 each individual Owner.

17
18 **THE PARTIES** make and enter into this Agreement on the date stated in the preamble.

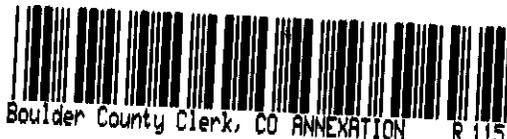
19
20 CITY OF LONGMONT,
21 a municipal corporation

22
23
24 By: Leona Stecker
25 MAYOR

26
27 Attest:

28
29 Valeria H. Skott
30 City Clerk





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1 Approved as to form:

Approved as to content:

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James J. Roub
Deputy City Attorney
4/16/99
Date

Brad Sikel
Planning Director
4/20/99
Date

OWNERS

Elizabeth Schlagel Family Company, LLC,
a Colorado limited liability company

By: Elizabeth Schlagel
Manager

STATE OF COLORADO)

) ss

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 21st day of April, 1999, by Elizabeth Schlagel as manager, Elizabeth Schlagel Family Company, LLC.

My Commission expires: 1-6-2001

Notary Public: John Taylor





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Martha A. Williams
Martha A. Williams

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STATE OF COLORADO)

) ss

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 23rd day of April, 1999, by Martha A. Williams.

My Commission expires _____

Notary Public: _____



Leslie J. Williams, Jr.
Leslie J. Williams, Jr.

COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 21st day of April, 1999, by Leslie J. Williams, Jr.

My Commission expires _____

Notary Public: _____

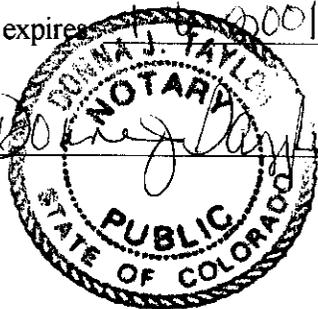




EXHIBIT A

Schlagel/Williams Annexation and
BLI (Business/Light Industrial) Zoning District
Legal Description

ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 7, WHENCE THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7 BEARS SOUTH 89°01'20" WEST 1,325.57 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, NORTH 00°03'16" EAST 33.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°01'20" WEST 1,294.98 FEET; THENCE NORTH 00°00'00" EAST 115.77 FEET; THENCE NORTH 00°04'15" WEST 21.23 FEET; THENCE NORTH 89°01'20" EAST 281.40 FEET; THENCE NORTH 00°00'00" EAST 140.00 FEET; THENCE SOUTH 89°01'20" WEST 281.58 FEET; THENCE NORTH 00°04'15" WEST 1,839.58 FEET; THENCE NORTH 00°52'24" EAST 464.49 FEET; THENCE NORTH 88°53'47" EAST 24.77 FEET; THENCE NORTH 00°00'00" EAST 35.00 FEET TO A POINT ON THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, WHENCE THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7 BEARS SOUTH 88°53'47" WEST 60.00 FEET; THENCE CONTINUING NORTH 00°00'00" EAST 35.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°53'47" EAST 1,268.17 FEET TO A POINT WHENCE THE NORTHEAST CORNER OF SECTION 7 BEARS SOUTH 00°03'16" WEST 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, SOUTH 89°36'18" EAST 1,302.11 FEET; THENCE SOUTH 00°10'07" WEST 35.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, WHENCE THE NORTHEAST CORNER THEREOF BEARS SOUTH 89°36'18" EAST 30.00 FEET; THENCE CONTINUING ALONG A LINE BEING 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, SOUTH 00°10'07" WEST 994.52 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH THREE-QUARTERS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE ALONG SAID SOUTH LINE, NORTH 89°36'03" WEST 1,300.06 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8; THENCE ALONG



- 1 SAID WEST LINE, SOUTH 00°03'16" WEST 1,624.39 FEET TO THE POINT OF
- 2 BEGINNING, CONTAINING 108.758 ACRES MORE OR LESS.

Unofficial Copy



Boulder County Clerk, CO ANNEXATION R 115.00 D 0.00

SCHLAGEL WILLIAMS CONCEPT PLAN

ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO

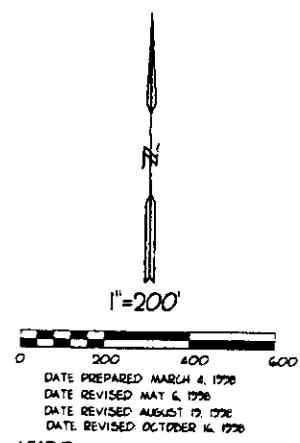
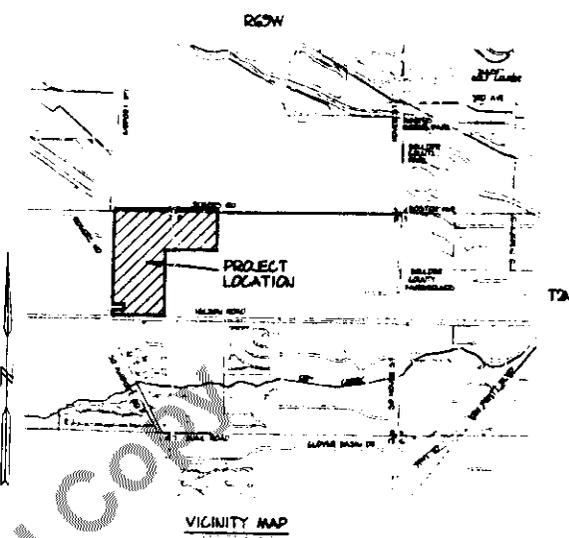


RMC ROCKY MOUNTAIN CONSULTANTS INC.
285 DELAWARE AVE., SUITE 500, LONGMONT, CO 80501
(303) 772-5292 METRO: (303) 665-8283 FAX: (303) 665-8959

NO.	DESCRIPTION	DATE	BY
1	ACCESS	4-98	MM
2	LAND USE	5-98	MM
3	NOTES	6-98	MM
4	NOTES	10-98	MM

**SCHLAGEL WILLIAMS
CONCEPT PLAN
PREPARED FOR: SCHLAGEL WILLIAMS**

PLOTTED Oct. 19 1998
 DESIGNED BY ---
 DRAWN BY MAM
 CHECKED BY PT
 JOB NUMBER
 80-3444.001.00
 SHEET
1 of 1



- LEGEND:**
- LAND USE BOUNDARY
 - - - DITCH/BULCH
 - - - FLOODPLAIN LIMITS (SEE NOTE)
 - WATER LINE
 - SEWER LINE
 - ELECTRIC LINE
 - GAS LINE
 - COLLECTOR ACCESS
 - PROPOSED COLLECTOR STREET ALIGNMENT
 - ◀ LOCAL ACCESS
 - ◀ EXISTING ACCESS
 - ▨ PROPOSED 100' WIDE GREENWAY
 - ▨ PORTION OF EXISTING RIGHT-OF-WAY TO BE VACATED AT TIME OF REALIGNMENT TO ROBBERS ROAD

LEGAL DESCRIPTION

ALL THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED BY DEEDS RECORDED NOVEMBER 14, 1963 IN BOOK 1226, PAGE 596; FEBRUARY 24, 1963 IN BOOK 1268, PAGE 547 AND SEPTEMBER 20, 1988 AS RECEPTION NO. 294660, ALL IN THE COUNTY OF BOULDER, STATE OF COLORADO.

TOGETHER WITH THE FOLLOWING TRACT OF LAND:

THE NORTH 3/4THS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, IN TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE NORTH 30 FEET OF SAID LAND AS CONVEYED TO THE COUNTY OF BOULDER BY DEED RECORDED FEBRUARY 24, 1963 IN BOOK 1268, PAGE 548 AND THE EAST 30 FEET AS CONVEYED TO THE COUNTY OF BOULDER BY DEED RECORDED JUNE 30, 1964 AS RECEPTION NO. 75525, COUNTY OF BOULDER, STATE OF COLORADO.

CONTAINING 107.250 ACRES MORE OR LESS.

NOTES:

1. DRAINAGE-ALL SITE DRAINAGE WILL BE DESIGNED IN ACCORDANCE WITH THE CITY OF LONGMONT STORM DRAINAGE CRITERIA MANUAL. RUNOFF FROM DEVELOPED PARCELS WILL DISCHARGE AT NO GREATER THAN THE HISTORIC RATE UNLESS OTHERWISE APPROVED.
2. LANDSCAPING-ALL LANDSCAPING TO CONFORM TO CITY OF LONGMONT LANDSCAPE REGULATIONS. ARTERIAL RIGHT-OF-WAY IMPROVEMENTS WILL BE PROVIDED AS REQUIRED BY REGULATIONS.
3. SIGNAGE-SIGNAGE WILL BE PROVIDED AS APPROPRIATE THROUGHOUT THE DEVELOPMENT. ALL SIGNS SHALL CONFORM TO THE CITY OF LONGMONT SIGN CODE.
4. LIGHTING-ON SITE LIGHTING WILL BE PROVIDED AS APPROPRIATE THROUGHOUT THE DEVELOPMENT IT WILL BE SHIELDED TO PREVENT OFF-SITE GLARE.
5. PHASING WILL BE DETERMINED AT TIME OF PRELIMINARY PLAN.
6. MAXIMUM HEIGHTS OF STRUCTURES TO BE 35' IN BLI ZONE.
7. PROPOSED ACCESS POINTS AS SHOWN ARE CONCEPTUAL. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAN. ADDITIONAL LOCAL STREET ACCESS POINTS WILL BE MADE OFF OF THE NORTH-SOUTH COLLECTOR. THEIR LOCATIONS WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAN.
8. DUE TO THE PROXIMITY OF THE PROPERTY TO THE VANCE BRAND AIRPORT, THERE WILL BE AIRCRAFT PASSING ABOVE THE PROPERTY. AIRCRAFT PASSAGE MAY RESULT IN NOISE AND OTHER IMPACTS ON THE PROPERTY. AIRCRAFT MAY CROSS ABOVE THE PROPERTY AT LOW ALTITUDE IN ACCORDANCE WITH FAA REGULATIONS. THE FREQUENCY OF AIRCRAFT PASSING OVER THE PROPERTY MAY INCREASE IN THE FUTURE. THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, SPECIFICALLY ACKNOWLEDGE THE RIGHT OF PASSAGE OVER THE PROPERTY FOR AIRCRAFT AND AGREE TO HOLD HARMLESS THE CITY OF LONGMONT FOR AIRCRAFT OPERATIONS CONDUCTED IN ACCORDANCE WITH FAA REGULATIONS.
9. A VARIETY OF SITE DESIGN TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING WILL BE USED TO BUFFER ADJACENT RESIDENTIAL USES FROM FUTURE BLI USES ON THIS PROPERTY.
10. USES ON THIS PROPERTY WILL COMPLY WITH THE CITY OF LONGMONT'S NOISE ORDINANCE.
11. EXISTING STRUCTURES TO REMAIN AT THE TIME OF ANNEXATION AT THE TIME OF PLATTING THE PROPERTY OWNER(S) WILL DECIDE WHETHER THE EXISTING STRUCTURES WILL REMAIN OR BE ABANDONED.
12. THERE IS A 30' WIDE PRESCRIPTIVE EASEMENT CENTERED ON THE PECK DITCH AND A 10' WIDE PRESCRIPTIVE EASEMENT CENTERED ON THE SOUTH FLAT DITCH AND A 100' WIDE PRESCRIPTIVE EASEMENT CENTERED ON THE NINOT DITCH. MEETS AND BOUNDS LEGAL DESCRIPTIONS OF THESE EASEMENTS WILL BE PROVIDED AT THE TIME OF FINAL PLATTING.
13. AT THE TIME OF FINAL PLATTING OF THIS PROPERTY, A 100' AIRPORT EMERGENCY LANDING EASEMENT WILL BE DEDICATED TO THE CITY OF LONGMONT IN THE LOCATION SHOWN ON THIS CONCEPT PLAN. THE ONLY LAND USES ALLOWED IN THIS EASEMENT WILL INCLUDE STREETS OR DRIVES AND LANDSCAPED AREAS WITH GRASS ONLY AND NO BERMS. A 50' BUILDING SETBACK WILL ALSO BE PROVIDED ON BOTH SIDES OF THE EASEMENT.

BASIS OF BEARINGS:
THE WEST LINE OF THE EAST 1/2, NE 1/4 OF QUARTER OF SECTION 7 AS BEARING SOUTH 00°00'00" EAST (ASSUMED) AND MONUMENTED AS SHOWN.

OWNERS:
ELIZABETH SCHLAGEL FAMILY COMPANY, LLC
860 NELSON ROAD
LONGMONT, CO. 80505

MARTHA A. WILLIAMS AND LESLIE J. WILLIAMS, JR.
806 ROBBERS ROAD
LONGMONT, CO. 80505

PROPOSED ZONING	TOTAL ACREAGE
BLI	107.250 ACRES

EXISTING ZONING:
BOULDER COUNTY AGRICULTURAL

FLOOD PLAIN INFORMATION:
THIS PROPERTY LIES WITHIN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 08035C067F AND 08035C067F, DATED JUNE 5, 1979, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THE FLOOD PLAN AS SHOWN IS DETERMINED BY OGI DEVELOPMENT SERVICES GROUP, INC. IN A REPORT TITLED THE LYONS GULCH 100 YEAR PRELIMINARY FLOOD PLAN EVALUATION DATED OCTOBER 31, 1997.

