



AGREEMENT IN FURTHERANCE OF ANNEXATION

FOR

SCHLAGEL/WILLIAMS ANNEXATION

TO THE CITY OF LONGMONT, COLORADO

May 11, 1999

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

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TO THE CITY OF LONGMONT, COLORADO**

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LIST OF EXHIBITS

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

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

THIS AGREEMENT is entered into on May 11th, 1999, by and between the City of Longmont, Colorado, a municipal corporation, hereinafter called "City," and Elizabeth Schlagel Family Company, LLC and Martha A. and Leslie J. Williams, Jr., whose collective mailing addresses are 8601 Nelson Road, Longmont CO 80503 and 8876 W. Rogers Road, Longmont CO 80503, and hereinafter collectively called the "Owner."

THE PARTIES' RECITALS ARE AS FOLLOWS:

The Owner has submitted to the City a petition for annexation, known as the Schlager/Williams Annexation. The legal description of land subject to this Agreement is attached as Exhibit A and hereinafter called the "Property;" and

As an inducement for the City to act favorably on the annexation, subject to any limitations in the Longmont Municipal Charter, and the Longmont Municipal Code (LMC), the Owner is willing to undertake performance of the terms and conditions of this Agreement; and

The parties desire to state their duties and responsibilities regarding the annexation and development of the Property; and

The parties shall not construe this Agreement to bind or limit the full exercise of the City Council's discretion in the legislative decision of whether or not to annex the Property; and

Nothing in this Agreement shall impose additional terms and conditions requiring an election under C.R.S. §31-12-112.

IN CONSIDERATION of the recitals, mutual promises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties covenant and agree as follows:



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ARTICLE ONE
CITY OBLIGATIONS

1.1 The Owner acknowledges that the decision to provide urban services (including the extension of utilities) to the Property shall be at the sole discretion of the City. Service extension to the Property may come through the approval of a Memorandum of Agreement for Public Improvements (MOAPI) or through the City's construction of improvements through the Capital Improvement Plan (CIP) and such decision to extend services will be made according to the policies of the City at the time which include, but are not limited to, the *Longmont Area Comprehensive Plan* (LACP). Nothing in this Agreement shall provide the Owner with priority for the provision of urban services.

1.2 The Owner acknowledges that the City has finite economic resources to extend urban services. If any urban service provided by the City is not available to coordinate with the Owner's development schedule, the Owner shall delay development of the Property. In the alternative and through the approval of an MOAPI, the City Council, in its sole discretion, may allow the Owner to fully pay in advance those funds necessary to accelerate the provision of urban services, subject to any reimbursement provided by the LMC and ordinances. In no event, shall the City be liable to the Owner for any damages, real or anticipated, resulting from any delay in the provision of urban services.

1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way. Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of eminent domain. The Owner shall pay, in advance to the City, all acquisition costs, including any court costs and attorneys' fees, the City may incur in providing assistance.

ARTICLE TWO
CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT

2.1 Concept Plan. The Owner's Concept Plan generally conforms to the LACP. The concept plan describes and depicts the Owner's intention to develop and use the Property in a manner consistent with BLI (business light industrial) zoning; a copy of the plan is attached as Exhibit B, and



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

2.2 Airport.

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

PLAT NOTE

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.

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

2.3 Vested Property Rights and Growth Management. The Owner and City acknowledge that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner agrees that the Property will be subject to all ordinances currently in effect and as amended at the time 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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4.1.3 The Owner shall construct all improvements in accordance with City standards and specifications in effect at the time of construction in an appropriate sequence to meet the demands that development of the Property generates. At the request of the City, the Owner shall update the master drainage plan prior to review of each final plat to determine the configuration, timing, and responsibility for the improvements.

4.2 Drainage Improvements.

4.2.1 The master drainage plan shall state the Owner's responsibility for on-site drainage improvements. The master drainage plan may include construction of facilities to convey, collect, and detain irrigation and storm water.

4.2.2 The master drainage plan shall also state the Owner's responsibility for off-site improvements. The Owner's Memorandum of Agreement for Public Improvements (MOAPI) will address these responsibilities in detail, including any proportionate reimbursements from any property owners benefiting from the improvements, as provided in the LMC and ordinances then in effect. The Owners should be aware that they may be required to participate in the design and construction and/or proportional reimbursement for drainage improvements to the Lykins Gulch major drainage way.

4.2.3 If any portion of the Property lies within a floodplain, including unmapped flood plains, as defined by the Federal Emergency Management Agency (FEMA), the Owner is responsible for all the necessary design and submittal materials to FEMA for proposed changes to the floodplain designation. Any materials must be reviewed and approved by the City before submittal to FEMA.

4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage facilities shall be owned and maintained by the Owner or a homeowners/business association, or other maintenance organization acceptable to the City, unless otherwise stated in the MOAPI.

ARTICLE FIVE
STREETS AND TRANSPORTATION

5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be consistent



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

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

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

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

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

5.2 Transportation Needs, Reimbursements and Credits.

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

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

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

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

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



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1 5.2.6 The Owner is solely responsible for construction of all transportation
2 improvements to accommodate development of the Property that do not directly benefit other
3 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for
4 reimbursement to the Owner for these expenses.

5 5.2.7 The Owner shall pay the City for all costs for the street lighting system along
6 public rights-of-way within the Property and along public rights-of-way that border the Property.

ARTICLE SIX

UTILITIES

6.1 General Requirements.

12 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property is
13 at the discretion of the City. Such decision to extend utilities shall either be made through an MOAPI
14 or the CIP, as outlined in Article One.

15 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase of
16 development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
17 Rates, Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont Public
18 Improvements Design Standards and Construction Specifications.

19 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
20 plans for on-site and off-site utility improvements.

21 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
22 improvements in the Owner's MOAPI.

23 6.1.5 The Owner shall obtain, at Owner's sole expense, and dedicate to the City all
24 necessary easements and rights-of-way for the installation of the water and sewer lines, and provide an
25 all-weather access surface to all manholes, valves and hydrants on the lines. Expenses for acquisition
26 of easements shall be eligible for reimbursement to the Owner from adjacent or other property owners
27 benefiting from the easements, according to City policy, if any, in effect at the time of development, as
28 detailed in the Owner's MOAPI.

29 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the



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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



limited to:

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

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

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

6.4 Sewer Line Requirements.

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

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

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

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

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

6.5 Raw Water Requirements.

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

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

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

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

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

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

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

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

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



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of this Agreement.

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

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

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

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

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

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

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

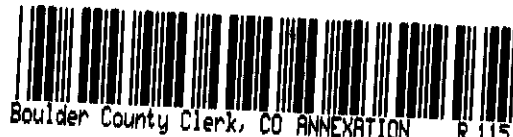
CITY OF LONGMONT,
a municipal corporation

By: Leona Stecker
MAYOR

Attest:

Valeria H. Skott
City Clerk





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Approved as to form:

Approved as to content:

James J. Rauh
Deputy City Attorney

4/16/99
Date

Brad Schl
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: Doherty



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Martha A. Williams
Martha A. Williams

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 11-1-2001

Notary Public: [Signature]



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 11-1-2001

Notary Public: [Signature]

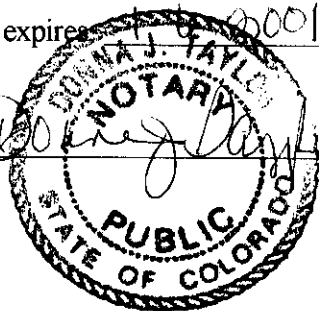




EXHIBIT A

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:

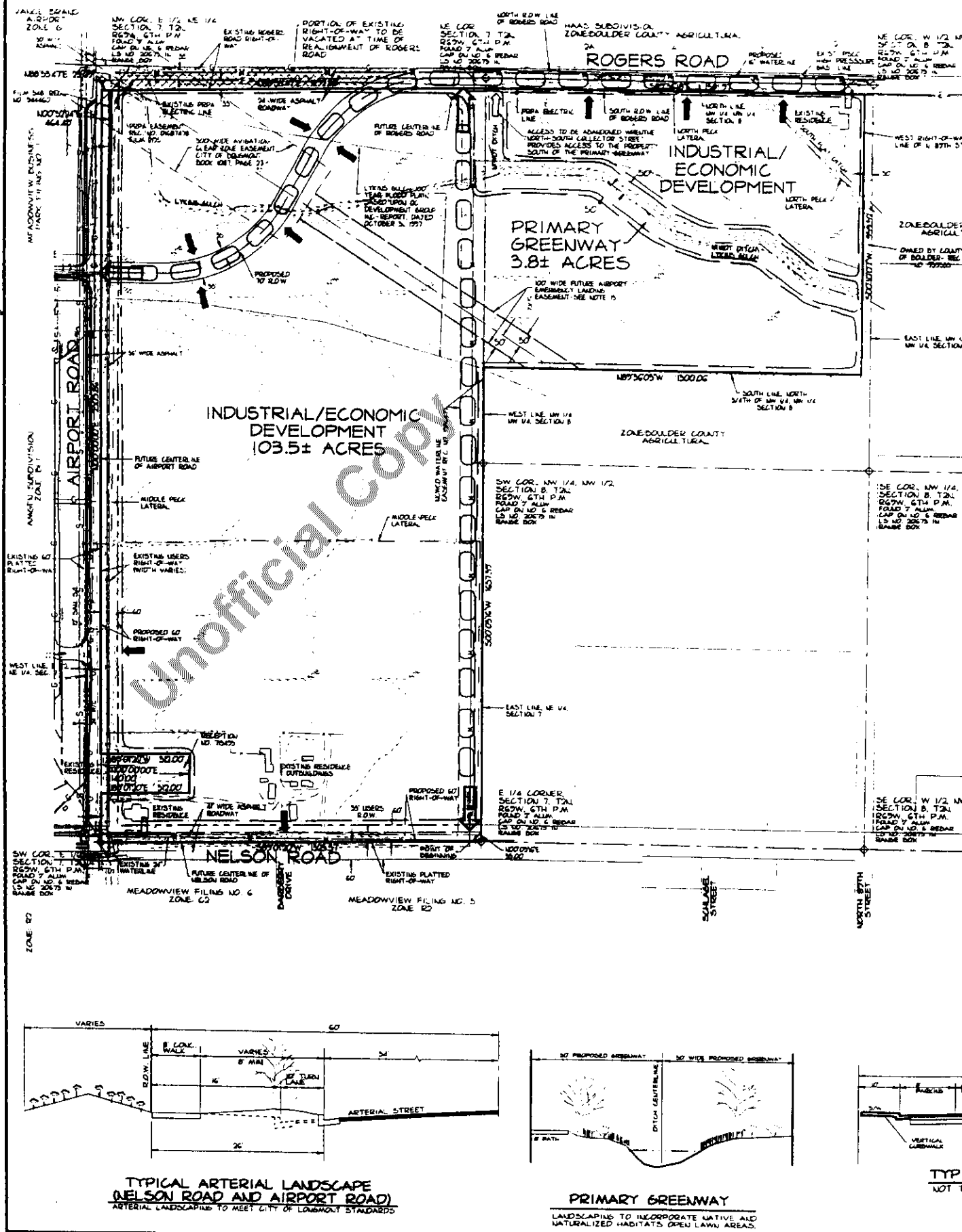
COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 7, WHENCE THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7 BEARS SOUTH 89°01'20" WEST 1,325.57 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, NORTH 00°03'16" EAST 33.00 FEET TO THE POINT OF BEGINNING; 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

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TYPICAL ARTERIAL LANDSCAPE
(NELSON ROAD AND AIRPORT ROAD)
ARTERIAL LANDSCAPING TO MEET CITY OF LOUGHBOROUGH STANDARDS

PRIMARY GREENWAY
LANDSCAPING TO INCORPORATE NATIVE AND
NATURALIZED HABITATS OPEN LAWN AREAS.



Boulder County Clerk, CO ANNEXATION

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

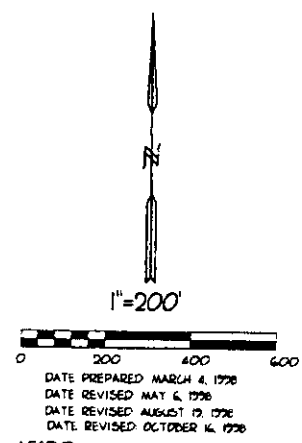
SALT VEIN
MEADOWS
ZONE NON-URBAN
RESIDENTIAL

COUNTY
AREA

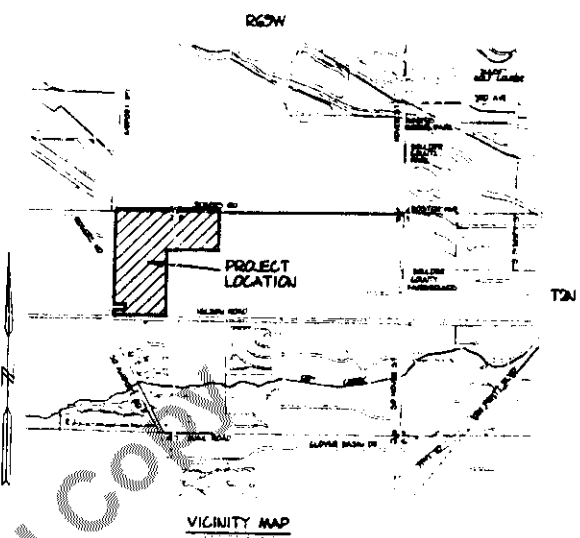
N 1/4

1/4

LOCAL COLLECTOR STREET
SCALE



- 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 ROGERS 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 16, 1963 IN BOOK 1226, PAGE 596, FEBRUARY 26, 1963 IN BOOK 1268, PAGE 541 AND SEPTEMBER 20, 1968 AS RECEPTION NO. 28460, 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, OF 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 26, 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. 75523, 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 LOUGHMONT 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 LOUGHMONT 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 LOUGHMONT 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 PLAT.
6. MAXIMUM HEIGHTS OF STRUCTURES TO BE 35' IN B1 ZONE.
7. PROPOSED ACCESS POINTS AS SHOWN ARE CONCEPTUAL. FINAL LOCATIONS WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAT. ADDITIONAL LOCAL STREET ACCESS POINTS WILL BE MADE OFF OF THE NORTH-SOUTH COLLECTOR. THEIR LOCATIONS WILL BE DETERMINED AT THE TIME OF PRELIMINARY PLAT.
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 LOUGHMONT 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 B1 USES ON THIS PROPERTY.
10. USES ON THIS PROPERTY WILL COMPLY WITH THE CITY OF LOUGHMONT'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 LOUGHMONT 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 OR 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
LOUGHMONT, CO. 80505

MARTHA A. WILLIAMS AND LESLIE J. WILLIAMS, JR.
860 NELSON ROAD
LOUGHMONT, CO. 80505

PROPOSED ZONING

B1

TOTAL ACREAGE

107.250 ACRES

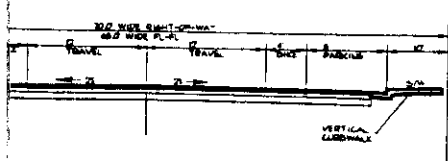
EXISTING ZONING

BOULDER COUNTY
AGRICULTURAL

FLOOD PLAIN INFORMATION

THIS PROPERTY LIES WITHIN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 08030C067F AND 08030C067F, DATED JUNE 5, 1979, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

THE FLOOD PLAIN AS SHOWN IS DETERMINED BY QCI DEVELOPMENT SERVICES GROUP, INC. IN A REPORT TITLED THE LYONS GULCH 100 YEAR PRELIMINARY FLOOD PLAIN EVALUATION DATED OCTOBER 31, 1997.



Rocky Mountain Consultants Inc.
825 DELAWARE AVE., SUITE 500, LOUGHMONT, CO 80501
(303) 772-5282 METRO (303) 665-8283 FAX (303) 665-8959



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