

ORDINANCE O-2022- 57

A BILL FOR AN ORDINANCE CONDITIONALLY APPROVING THE WESTVIEW ACRES
ANNEXATION AND CONCEPT PLAN (GENERALLY LOCATED WEST OF AIRPORT
ROAD AND SOUTH OF PIKE ROAD) AND ZONING THE PROPERTY R-SF
(RESIDENTIAL SINGLE-FAMILY)

WHEREAS, the City of Longmont has received a petition, signed by the owners of one
hundred percent of the area proposed to be annexed, for the Westview Acres Annexation, and an
application for R-SF (residential single-family) zoning, all as described in the attached Exhibit
A; and

WHEREAS an accompanying Concept Plan for future development has been put forward
in conjunction with this annexation application, as described in the attached Exhibit B; and

WHEREAS the City Council has before it an annexation agreement concerning the
conditions for annexing the property; and

WHEREAS the City Council has approved resolutions regarding this annexation's
compliance with State statutes governing annexation procedures.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF LONGMONT, COLORADO,
HEREBY ORDAINS:

Section 1

The City Council finds that the Westview Acres Annexation and R-SF zoning satisfies
the annexation and zoning criteria of section 15.02.060(A) of the Longmont Municipal Code.

1 Section 2

- 2 1. The Westview Acres Annexation and R-SF zoning, and the concept plan and
3 annexation agreement, are hereby conditionally approved, and said property is
4 annexed to the City of Longmont, subject to the following conditions: Provide a
5 robust landscape buffer and privacy fencing along the north, west, and south sides of
6 said property, with fencing to be installed prior to construction.
- 7 2. Submittal of drainage report in accordance with the City of Longmont Design
8 Standards and Construction Specifications.

9 Upon satisfaction of recording requirements, as certified by the Director of Planning and
10 Development Services, the City Clerk shall record this ordinance, and the annexation map, with
11 the County Clerk and Recorder.

12 Section 3

13 Pursuant to section 37-45-136 (3.6), C.R.S., the City of Longmont consents to the
14 inclusion of the property into the Municipal Subdistrict, Northern Colorado Water Conservancy
15 District, when the annexation becomes effective.

16 Section 4

17 The effective date of this annexation shall be the date this ordinance, the annexation
18 map(s), and the annexation agreement are recorded with the County Clerk and Recorder.

19 Section 5

20 To the extent only that they conflict with this ordinance, the Council repeals any
21 conflicting ordinances or parts of ordinances.

22 Introduced this 6th day of December , 2022 .

23 Passed and adopted this 20th day of December , 2022 .
24

San Lee

MAYOR

ATTEST:

Isabel Garcia



CITY CLERK

NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE AT 7:00 P.M. ON THE 20th DAY OF December , 2022 , AT THE LONGMONT CITY COUNCIL MEETING.

APPROVED AS TO FORM:

Al B. Fisher

Dec 2, 2022

ASSISTANT CITY ATTORNEY

DATE

Cristi Campbell

Cristi Campbell (Dec 2, 2022 12:27 MST)

Dec 2, 2022

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

Sam Van Nummen

Dec 2, 2022

ORIGINATING DEPARTMENT

DATE

CA File: 22-001956

EXHIBIT A

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD TO BEAR SOUTH 00°02'37" WEST, A DISTANCE OF 472.66 FEET BETWEEN A FOUND #5 REBAR WITH A 1 1/2" ALUMINUM CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF LOT 1, WESTVIEW ACRES SUBDIVISION AS DESCRIBED IN THE BOULDER COUNTY RECORDS ON JUNE 11, 1980 AT RECEPTION NO. 398752, AND A FOUND #5 REBAR WITH A 2" ALUMINUM CAP "SCOTT COX & ASSOC PLS 25953" AT THE SOUTHEAST CORNER OF OUTLOT F SOMERSET MEADOWS FILING NO. 1 AS DESCRIBED IN BOULDER COUNTY RECORDS ON MAY 10, 2002 AT RECEPTION NO. 2286676, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD SAID POINT ALSO BEING ON THE SOUTH LINE OF THE WEIBEL-DUVALL ANNEXATION PER THE MAP RECORDED ON APRIL 9, 1998 IN PLAT BOOK NO. P-43, F-2, #26, REC. NO. 1789853,

THENCE NORTH 88°30'52" EAST, A DISTANCE OF 40.00 FEET TO A SOUTHEAST CORNER OF SAID WEIBEL-DUVALL ANNEXATION;

THENCE NORTH 00°02'37" EAST, A DISTANCE OF 53.21 FEET TO THE SOUTHWEST CORNER OF THE MUSSELMAN NO. TWO ANNEXATION PER THE MAP RECORDED ON JUNE 29, 1994 IN FILM NO. 1988, REC. NO. 1440934, P-32, F-1, #18;

THENCE ALONG SAID ANNEXATION, NORTH 89°59'00" EAST, A DISTANCE OF 80.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A
DISTANCE OF 523.82 FEET:

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°30'54" WEST, A DISTANCE OF 120.04 FEET TO A SOUTHWESTERLY CORNER OF SAID SOMERSET MEADOWS FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE SOMERSET MEADOWS FILING NO. 1,
SOUTH 88°30'54" WEST, A DISTANCE OF 629.46 FEET TO A POINT OF THE
WESTERLY LINE EXTENDED OF LOT 2 OF SAID WESTVIEW ACRES:

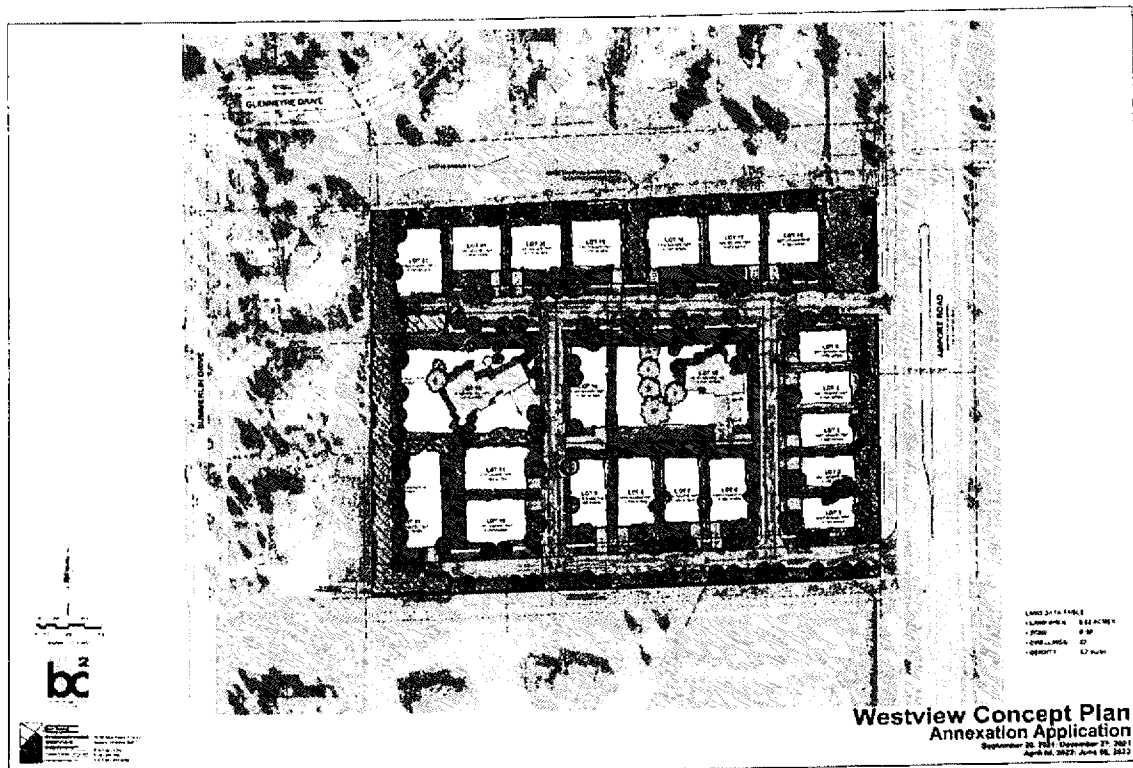
THENCE NORTH 00°02'32" EAST, A DISTANCE OF 472.65 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION:

1 THENCE NORTH 88°30'52" EAST, A DISTANCE OF 629.47 FEET TO THE NORTHEAST
2 CORNER OF LOT 1 OF SAID SUBDIVISION, ALSO BEING A POINT ON THE WEST
3 RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE POINT OF BEGINNING;

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5 SAID PARCEL CONTAINING 358,307 SQ.FT. OR 8.23 ACRES, MORE OR LESS.
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EXHIBIT B
Westview Acres Annexation
Concept Plan



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Cristi Campbell (Dec 2, 2022 12:27 MST)

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EXHIBIT B Westview Acres Annexation Concept Plan



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

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 EXHIBIT A	 Legal Description of Annexation
EXHIBIT B	Concept Plan

1 1.2 The Owner acknowledges that the City has finite economic resources to extend urban
2 services. If any urban service provided by the City is not available to coordinate with the Owner's
3 development schedule, the Owner shall delay development of the Property. In the alternative and
4 through the approval of a PLA, City, in its sole discretion, may allow the Owner to fully pay in advance
5 those funds necessary to accelerate the provision of urban services, subject to any reimbursement
6 provided by the LMC and ordinances. In no event, shall the City be liable to the Owner for any
7 damages, real or anticipated, resulting from any delay in the provision of urban services.

8 1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop
9 the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way.
10 Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of
11 eminent domain. The Owner shall pay, in advance, all acquisition costs the City may incur in
12 providing assistance, including any court costs and attorneys' fees.

13

14 **ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT**

15 2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to
16 develop and use the Property in a manner consistent with Residential Single Family (R-SF) zoning; a
17 copy of the plan is attached as Exhibit "B." The Owner's Concept Plan generally conforms to the
18 Envision Longmont Comprehensive Plan. All future development on the Property generally shall
19 conform to the Concept Plan and applicable ordinances in effect at the time of development and
20 building permit application. If the Concept Plan fails to conform to all ordinances at the time of
21 development, the Owner shall apply for amendments to the Concept Plan per the City's development
22 review procedures. In the event, however, that the Concept Plan fully complies with the then-existing
23 development ordinances of the City, then the Concept Plan shall guide the design, development and
24 intensity of uses depicted unless the City and Owner mutually agree to amend the same in
25 conformance with the City's development review procedures. The City shall retain full authority to
26 act in the public interest in exercising its municipal police powers, including considering or initiating
27 amendments or modifications of the zoning and Concept Plan for some or all of the parcels making
28 up the Property.

29 2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge
30 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
31 property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner

2.3 **Affordable Housing.** If the development of the Property provides for the construction of residential housing, either now or in the future, the Owner shall provide for affordable housing units as provided in Chapter 15.05.220 of the LMC by constructing affordable houses on or off-site, dedicating land to the City for affordable housing, or paying a fee in lieu of providing affordable units.

3.1 The Concept Plan proposes development of the Property in one (1) phase. The Owner proposes to develop the Property according to this phasing as set forth in the Concept Plan unless the City has reviewed and approved the Owner's request to amend the Concept Plan in conformance with the City's development review procedures. The Owner acknowledges that development of the property at any time within the phasing plan is entirely dependent upon the City's decision to extend utilities and provide urban services.

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

4.1 Drainage Plan.

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

4.1.2 The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to, collection and detention facilities. If construction of drainage improvements will result in changes to drainage or irrigation facilities affecting other

1 property or facility owners, the Owner shall, unless waived by the City, obtain the written consent of
2 each affected property or facility owner to the changes before the City will approve the plan.

3 4.1.3 The Owner shall construct all improvements in accordance with City
4 standards and specifications in effect at the time of construction in an appropriate sequence to meet
5 the demands that development of the Property generates. At the request of the City, the Owner shall
6 update the master drainage plan prior to review of each final plat to determine the configuration,
7 timing, and responsibility for the improvements.

8 4.2 Drainage Improvements.

9 4.2.1 The master drainage plan shall state the Owner's responsibility for on-site
10 drainage improvements. The master drainage plan may include construction of facilities to convey,
11 collect, and detain irrigation and storm water.

12 4.2.2 The master drainage plan shall also state the Owner's responsibility for off-
13 site improvements. The Owner's PIA will address these responsibilities in detail, including any
14 proportionate reimbursements from any property owners benefiting from the improvements, as
15 provided in the LMC and ordinances then in effect.

16 4.2.3 If any portion of the Property lies within a floodplain, including unmapped
17 floodplains, as defined by the Federal Emergency Management Agency ("FEMA"), the Owner shall
18 provide all necessary design and submittal materials to FEMA for proposed changes to the floodplain
19 designation. Any materials must be reviewed and approved by the City before submittal to FEMA.

20 4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage
21 facilities shall be owned and maintained by the Owner or a homeowners/business association, or other
22 maintenance organization acceptable to the City, unless otherwise stated in the PIA.

23 4.3 Storm Water Quality. The City of Longmont is identified as a Phase 2 City in the
24 National Pollutant Discharge Elimination System (NPDES). The Owner shall provide all storm water
25 quality provisions in accordance with all Federal, State and local regulations in effect at the time of
26 development.

1 **ARTICLE FIVE-STREETS AND TRANSPORTATION**

2 5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to
3 encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by
4 warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be
5 consistent with the "City of Longmont Public Improvements Design Standards and Construction
6 Specifications" and the Concept Plan. The rights-of-way include, but are not limited to, the following:

- 7 a) Airport Road adjacent to the Property
8 b) Local Streets within the Property

9 Transportation Needs, Reimbursements and Credits.

10 5.1.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC, delineates
11 the Transportation Impact Fee for Arterial Streets.

12 5.1.2 The Owner has submitted and the City has approved the Owner's
13 transportation study. The Owner shall update the study with each final plat, unless waived by the
14 City.

15 5.1.3 To fully develop the Property, the Owner may need to construct certain on-
16 site and off-site transportation improvements, as identified in the approved traffic study, as updated,
17 and to acquire off-site right-of-way. Said transportation improvements shall be identified within the
18 PIA which shall be subject to approval by the City. The Owner shall be responsible for all acquisition
19 costs for the off-site right-of-way, subject to reimbursement as detailed in the PIA for each
20 development phase.

21 5.1.4 The Owner shall construct or contribute to the cost of construction of all on-
22 site and off-site transportation improvements in a sequence acceptable to the City, to meet the
23 demands that development of each phase of the Property will generate, including the arterial and
24 collector streets identified in Paragraph 5.1.

25 5.1.5 The Owner's construction of arterial street improvements, and arterial
26 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
27 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
28 of the LMC, and as detailed in the Owner's PIA for each development phase.

29 5.1.6 The Owner is solely responsible for construction of all transportation
30 improvements to accommodate development of the Property that do not directly benefit other
31 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for

1 reimbursement to the Owner for these expenses.

2 5.1.7 The Owner shall pay the City for all costs for the street lighting system along
3 public rights-of-way within the Property and along public rights-of-way that border the Property.

4 5 **ARTICLE SIX-UTILITIES**

6 6.1 General Requirements.

7 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property
8 is at the discretion of the City. Such decision to extend utilities shall either be made through a PIA or
9 the CIP, as outlined in Article One.

10 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase
11 of development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
12 Rates, City Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont
13 Public Improvements Design Standards and Construction Specifications.

14 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
15 plans for on-site and off-site utility improvements.

16 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
17 improvements in the Owner's PIA.

18 6.1.5 The Owner shall obtain, at Owner's sole expense, and dedicate to the City all
19 necessary easements and rights-of-way for the installation of the water and sewer lines, and provide
20 an all-weather access surface to all manholes, valves and hydrants on the lines. Expenses for
21 acquisition of easements shall be eligible for reimbursement to the Owner from adjacent or other
22 property owners benefiting from the easements, according to City policy, if any, in effect at the time
23 of development, as detailed in the Owner's PIA.

24 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the
25 future, to serve the Property based upon the timing of development of the Property relative to full
26 build out of existing annexed lands. Actual allocation of service shall be on a first come, first served
27 basis as determined by the City Council.

1 6.2 Electric Requirements.

2 6.2.1 The Owner shall pay the City for the cost of any electric utility extension or
3 facility relocation that development of the Property requires. If relocation requires additional or
4 expanded easements, the Owner shall provide the easements to the City, without cost, subject only to
5 encumbrances acceptable to the City. Expenses for acquisition of easements shall be eligible for
6 reimbursement to the Owner from adjacent or other benefiting property owners according to City
7 policy in effect at the time of development as detailed in the PIA.

8 6.2.2 Within 60 days of written notification by the City, the Owner shall reimburse
9 the City's electric utility for all costs associated with the transfer of service territory within the
10 Property to the City from other electric utilities. These costs shall include, but not be limited to,
11 transfer or removal of existing customer services, buy-out of utility facilities, and lost revenue
12 payments. The terms of transfers shall be dictated by the then applicable service territory transfer
13 agreements between the City and other electric utilities, including any specific agreement reached
14 concerning the property or by Colorado statutes. Transfer of the service territory, existing customers,
15 and resulting costs may occur in stages at the City's discretion.

16 6.2.3 All development approvals, building permits, and certificates of occupancy
17 shall be subject to payment of all reimbursable costs.

18 6.3 Water System Requirements.

19 6.3.1 The City has limited water transmission service and storage capacity. The
20 City provides water service on a first come, first served basis as determined by the City Council.

21 6.3.2 The Owner shall be solely responsible for construction of all water line
22 installations to serve the Property. The Owner shall construct a complete looped system to serve each
23 development phase.

24 6.3.3 All on-site water lines shall extend across each phase of the Property to the
25 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
26 Property. The Owner shall construct water lines to serve the Property, including but not limited to:

27 a) An 8-inch water main loop internal to the development.

28 6.3.4 The City shall determine the exact timing of installation of all water lines at
29 the time of final plat and PIA for each phase.

30 6.3.5 The Owner shall identify and report to the City all existing water services that
31 any water districts provide to the Property. The Owner shall pursue exclusion from all water districts

1 having jurisdiction over the Property before the annexation ordinance is recorded with the county
2 clerk and recorder. The Owner must provide proof of exclusion from all water districts before the
3 City will extend water service.

4 6.4 Sewer Line Requirements.

5 6.4.1 The Owner shall be solely responsible for construction of all sewer line
6 installations to serve the Property.

7 6.4.2 All on-site sewer lines shall extend across each phase of the Property to the
8 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
9 Property. The Owner shall construct sewer lines to serve the Property, including but not limited to:

10 a) An 8-inch sanitary sewer main internal to the development.

11 6.4.3 The City shall determine the exact timing of installation of all sewer lines at
12 the time of final plat for each phase.

13 6.4.4 All sanitary sewer service to the Property will be with a gravity sewer system.
14 Lift stations will not be allowed unless approved by the City.

15 6.5 Raw Water Requirements.

16 6.5.1 Before the annexation ordinance is recorded with the county clerk and
17 recorder, the Owner shall convey to the City all historical water rights appurtenant to the Property,
18 according to the City's raw water requirements. The Owner shall satisfy any raw water deficits
19 according to the City's then existing raw water requirements.
20

21 **ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND**
22 **AND SCENIC ENTRY CORRIDOR**
23

24 7.1 The Envision Longmont Comprehensive Plan (Plan) identifies primary and other
25 greenways. Subject only to encumbrances acceptable to the City, the Owner shall construct and
26 dedicate, according to the LMC and ordinances then in effect, all primary and other greenway
27 segments that border or cross the Property in conjunction with each final plat, as depicted in the Plan
28 then in effect.

29 7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way
30 landscaping, including bikeways, per the LMC and ordinances in effect at the time of development.

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1 **ARTICLE TEN-INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT,**
2 **NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

3 10.1 As an express condition of annexation, the Owner consents to inclusion into the
4 Northern Colorado Water Conservancy District (District) and the Municipal Subdistrict (Subdistrict),
5 Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S. The
6 Owner acknowledges that, upon inclusion into the District and Subdistrict, the Property will be subject
7 to the same mill levies and special assessments as are levied or will be levied on other similarly
8 situated property in the District and Subdistrict at the time of inclusion of the Property. The Owner
9 agrees to waive any right that may exist to require an election pursuant to Article X, Section 20, of
10 the Colorado Constitution before the District and Subdistrict can impose such mill levies and special
11 assessments as it has the authority to impose. The Owner also agrees to waive, upon inclusion, any
12 right that may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

13
14 **ARTICLE ELEVEN-EASEMENT MAINTENANCE OF NORTHERN COLORADO**
15 **WATER CONSERVANCY DISTRICT'S SOUTHERN WATER SUPPLY PROJECT**

16 11.1 If an easement for the Southern Water Supply Project (Carter Lake Pipeline) of the
17 Northern Colorado Water Conservancy District ever burdens the Property, the Owner shall landscape
18 the surface over the easement to the City's standards. The Owner shall then establish a
19 homeowners/business association, or other maintenance organization acceptable to the City, to
20 maintain the easement surface.

21
22 **ARTICLE TWELVE-ENFORCEMENT**

23 12.1 The parties shall have the right to enforce the provisions of this Agreement by
24 appropriate remedy in law or equity, including specific performance.

25
26 **ARTICLE THIRTEEN-NON-CONTESTABILITY**

27 13.1 The Owner presents this Agreement to induce favorable consideration of the Petition
28 for Annexation. The City Council and the public are relying on the Owner's promises to perform this
29 Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy
30 any material provision of this Agreement, the Council may deem the Owner, and any grantees,
31 successors or assigns in interest found in violation, collectively to have petitioned for disconnection

1 of the annexed territory, according to the annexation laws of Colorado. For this article, the City may
2 consider each ownership entity separately, and may consider a violation by one ownership entity not
3 to be a violation by others.

5 **ARTICLE FOURTEEN-MISCELLANEOUS**

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

9 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
10 reference only and of no meaning in the interpretation or effect of this Agreement.

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

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

19 14.5 No Implied Representations. No representations, warranties or certifications, express
20 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

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

25 14.7 Financial Obligations of City. All financial obligations of the City under this
26 Agreement are contingent upon appropriation, budgeting, and availability of specific funds to
27 discharge such obligations. Nothing in this Agreement shall be deemed a debt of the City, nor a
28 pledge of the City's credit, or a collection or payment guarantee by the City to the Owner.

29 14.8 Indemnification of City. The Owner shall indemnify and save hold harmless the City,
30 its officers, and employees, against any and all losses, claims, liabilities, damages, fines, penalties,
31 and costs or expenses, including reasonable attorneys' fees, of any nature, kind, or description

1 (“Liabilities”) by any third-party arising out of, caused by, or resulting from, whether during or after
2 the term of this Agreement, from any work done or omission made by the Owner, Owner's officers,
3 employees or agents, if such Liabilities are: (i) arising out of or resulting from performance or
4 nonperformance of this Agreement; (ii) arising from any third-party claims, losses, and other damages
5 and expenses brought against or incurred by the City related to annexation of the Property; and (iii)
6 arising from any other action determined necessary or desirable by the City to effectuate annexation
7 of the Property, including but not limited to, rezoning, development of the Property, or any conditions
8 of approval related thereto. The City shall be indemnified fully by West View Estates, LLC and West
9 View Trust, LLC, jointly and severally.

10 14.9 Integrated Agreement and Amendments. This Agreement is an integration of the
11 entire understanding of the parties with respect to the matters stated herein. The parties shall only
12 amend this Agreement in writing with the proper official signatures attached thereto.

13 14.10 Waiver. No waiver of any breach or default under this Agreement shall be a waiver
14 of any other or subsequent breach or default.

15 14.11 Severability. Invalidity of any specific provision of this Agreement shall not affect
16 the validity of any other provision of this Agreement.

17 14.12 Governing Law. This Agreement shall be governed and construed according to the
18 laws of the State of Colorado.

19 14.13 Binding Effect. This Agreement shall be binding upon the parties and their respective
20 heirs, successors, assigns and grantees.

21 14.14 Owner Defined. Unless the context otherwise requires, as used in this Agreement,
22 the term, Owner, includes, jointly and severally, every person named in this Agreement as an
23 Owner. Singular references to Owner include the plural and plural references to Owners include
24 each individual Owner.

25
26 THE PARTIES make and enter into this Agreement on the date stated in the preamble.

CITY OF LONGMONT,
a municipal corporation

By Jan Peck
MAYOR

ATTEST:

Michelle Cal
CITY CLERK

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

11/23/22
DATE

Cristi Campbell
PROOFREAD

11/23/22
DATE

APPROVED AS TO FORM AND SUBSTANCE:

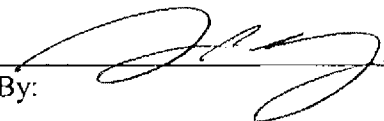
[Signature]
ORIGINATING DEPARTMENT

12.6.2022
DATE

CA File: 22-001956

1 **OWNER**

2 WEST VIEW ESTATES, LLC

3
4 
5 By: _____

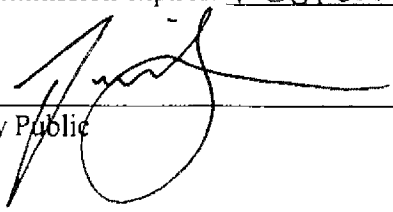
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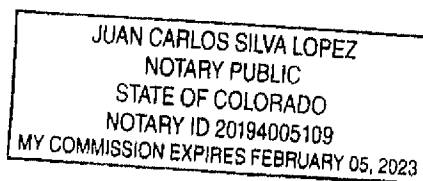
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10
11
12
13 STATE OF COLORADO _____)
14) ss.
15 COUNTY OF Boulder _____)

16
17
18 The foregoing instrument was acknowledged before me this 22 day of November
19 2022 by Robert P Young as Manager for WEST VIEW
20 ESTATES, LLC, a Colorado limited liability company.

21
22 WITNESS my hand and official seal.

23
24 My commission expires: February 5, 2023

25
26
27 
28 Notary Public _____



1 **OWNER**

2 WEST VIEW TRUST, LLC

3
4
5 By: 

6
7 MANAGER
8 As:

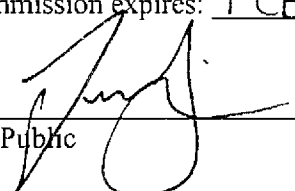
9
10
11
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14 COUNTY OF Boulder _____)

15
16
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26
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28 Notary Public

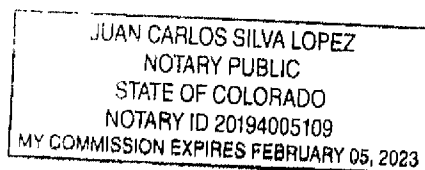


EXHIBIT A
Annexation
Legal Description

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD TO BEAR SOUTH 00°02'37" WEST, A DISTANCE OF 472.66 FEET BETWEEN A FOUND #5 REBAR WITH A 1 1/2" ALUMINUM CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF LOT 1, WESTVIEW ACRES SUBDIVISION AS DESCRIBED IN THE BOULDER COUNTY RECORDS ON JUNE 11, 1980 AT RECEPTION NO. 398752, AND A FOUND #5 REBAR WITH A 2" ALUMINUM CAP "SCOTT COX & ASSOC PLS 25953" AT THE SOUTHEAST CORNER OF OUTLOT F SOMERSET MEADOWS FILING NO. 1 AS DESCRIBED IN BOULDER COUNTY RECORDS ON MAY 10, 2002 AT RECEPTION NO. 2286676, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD SAID POINT ALSO BEING ON THE SOUTH LINE OF THE WEIBEL-DUVALL ANNEXATION PER THE MAP RECORDED ON APRIL 9, 1998 IN PLAT BOOK NO. P-43, F-2, #26, REC. NO. 1789853,

THENCE NORTH 88°30'52" EAST, A DISTANCE OF 40.00 FEET TO A SOUTHEAST CORNER OF SAID WEIBEL-DUVALL ANNEXATION;

THENCE NORTH 00°02'37" EAST, A DISTANCE OF 53.21 FEET TO THE SOUTHWEST CORNER OF THE MUSSELMAN NO. TWO ANNEXATION PER THE MAP RECORDED ON JUNE 29, 1994 IN FILM NO. 1988, REC. NO. 1440934, P-32, F-1, #18;

THENCE ALONG SAID ANNEXATION, NORTH 89°59'00" EAST, A DISTANCE OF 80.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD;

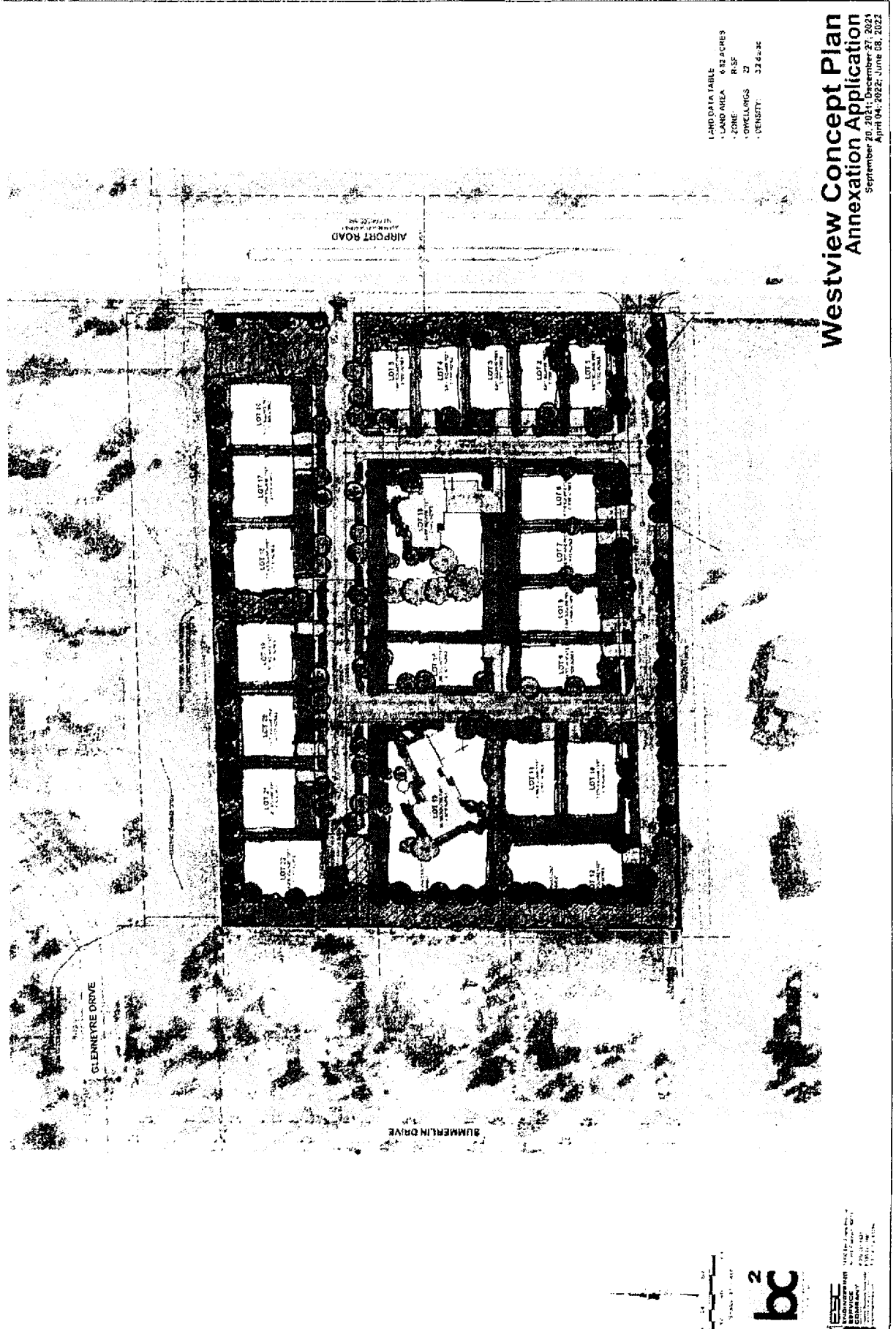
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A DISTANCE OF 523.82 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°30'54" WEST, A DISTANCE OF 120.04 FEET TO A SOUTHWESTERLY CORNER OF SAID SOMERSET MEADOWS FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE SOMERSET MEADOWS FILING NO. 1, SOUTH 88°30'54" WEST, A DISTANCE OF 629.46 FEET TO A POINT OF THE WESTERLY LINE EXTENDED OF LOT 2 OF SAID WESTVIEW ACRES;

1 THENCE NORTH 00°02'32" EAST, A DISTANCE OF 472.65 FEET TO THE NORTHWEST
2 CORNER OF LOT 2 OF SAID SUBDIVISION;
3
4 THENCE NORTH 88°30'52" EAST, A DISTANCE OF 629.47 FEET TO THE NORTHEAST
5 CORNER OF LOT 1 OF SAID SUBDIVISION, ALSO BEING A POINT ON THE WEST
6 RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE POINT OF BEGINNING;
7
8 SAID PARCEL CONTAINING 358,307 SQ.FT. OR 8.23 ACRES, MORE OR LESS.

Exhibit B



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

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ARTICLE FOURTEEN-MISCELLANEOUS	11
By:	14
By:	15
 EXHIBIT A	 Legal Description of Annexation
EXHIBIT B	Concept Plan

1 THIS AGREEMENT is entered into this 21st day of December 2022,
2 by and between the City of Longmont, Colorado, a municipal corporation ("City"), West View Estates
3 LLC, a Colorado limited liability company, whose mailing address is 7871 Lefthand Canyon Drive,
4 Jamestown, CO 80455, and West View Trust LLC, a Colorado limited liability company, whose
5 mailing address is 7871 Lefthand Canyon Drive, Jamestown, CO 80455, (West View Estates, LLC
6 and West View Trust, LLC are collectively known as "Owner.")

7 THE PARTIES' RECITALS ARE AS FOLLOWS:

8 The Owners have each submitted to the City a petition for annexation for certain parcels of
9 land, together said parcels known as the WESTVIEW ACRES ANNEXATION ("Property"), the
10 legal description of which is attached as Exhibit "A;" and

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

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

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

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

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

23
24 **ARTICLE ONE-CITY OBLIGATIONS**

25 1.1 The Owner acknowledges that the decision to provide urban services (including the
26 extension of utilities) to the Property shall be at the sole discretion of the City. Service extension to
27 the Property may come through the approval of a Public Improvements Agreement ("PIA") or
28 through the City's construction of improvements through the Capital Improvement Plan ("CIP") and
29 such decision to extend services will be made according to the policies of the City at the time which
30 include, but are not limited to, the Envision Longmont Comprehensive Plan . Nothing in this
31 Agreement shall provide the Owner with priority for the provision of urban services.

1 1.2 The Owner acknowledges that the City has finite economic resources to extend urban
2 services. If any urban service provided by the City is not available to coordinate with the Owner's
3 development schedule, the Owner shall delay development of the Property. In the alternative and
4 through the approval of a PIA, City, in its sole discretion, may allow the Owner to fully pay in advance
5 those funds necessary to accelerate the provision of urban services, subject to any reimbursement
6 provided by the LMC and ordinances. In no event, shall the City be liable to the Owner for any
7 damages, real or anticipated, resulting from any delay in the provision of urban services.

8 1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop
9 the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way.
10 Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of
11 eminent domain. The Owner shall pay, in advance, all acquisition costs the City may incur in
12 providing assistance, including any court costs and attorneys' fees.

13 14 **ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT**

15 2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to
16 develop and use the Property in a manner consistent with Residential Single Family (R-SF) zoning; a
17 copy of the plan is attached as Exhibit "B.: The Owner's Concept Plan generally conforms to the
18 Envision Longmont Comprehensive Plan. All future development on the Property generally shall
19 conform to the Concept Plan and applicable ordinances in effect at the time of development and
20 building permit application. If the Concept Plan fails to conform to all ordinances at the time of
21 development, the Owner shall apply for amendments to the Concept Plan per the City's development
22 review procedures. In the event, however, that the Concept Plan fully complies with the then-existing
23 development ordinances of the City, then the Concept Plan shall guide the design, development and
24 intensity of uses depicted unless the City and Owner mutually agree to amend the same in
25 conformance with the City's development review procedures. The City shall retain full authority to
26 act in the public interest in exercising its municipal police powers, including considering or initiating
27 amendments or modifications of the zoning and Concept Plan for some or all of the parcels making
28 up the Property.

29 2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge
30 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
31 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 adopted by the City. The Owner further acknowledges that future growth management systems may limit the location or timing of growth in the City, and that annexation does not guarantee the extension of urban services or the entitlement of development rights.

2.3 Affordable Housing. If the development of the Property provides for the construction of residential housing, either now or in the future, the Owner shall provide for affordable housing units as provided in Chapter 15.05.220 of the LMC by constructing affordable houses on or off-site, dedicating land to the City for affordable housing, or paying a fee in lieu of providing affordable units.

ARTICLE THREE-PHASING

3.1 The Concept Plan proposes development of the Property in one (1) phase. The Owner proposes to develop the Property according to this phasing as set forth in the Concept Plan unless the City has reviewed and approved the Owner's request to amend the Concept Plan in conformance with the City's development review procedures. The Owner acknowledges that development of the property at any time within the phasing plan is entirely dependent upon the City's decision to extend utilities and provide urban services.

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

ARTICLE FOUR-DRAINAGE

4.1 Drainage Plan.

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

4.1.2 The master drainage plan shall show the location and extent of all drainage system improvements, including but not limited to, collection and detention facilities. If construction of drainage improvements will result in changes to drainage or irrigation facilities affecting other

1 property or facility owners, the Owner shall, unless waived by the City, obtain the written consent of
2 each affected property or facility owner to the changes before the City will approve the plan.

3 4.1.3 The Owner shall construct all improvements in accordance with City
4 standards and specifications in effect at the time of construction in an appropriate sequence to meet
5 the demands that development of the Property generates. At the request of the City, the Owner shall
6 update the master drainage plan prior to review of each final plat to determine the configuration,
7 timing, and responsibility for the improvements.

8 4.2 Drainage Improvements.

9 4.2.1 The master drainage plan shall state the Owner's responsibility for on-site
10 drainage improvements. The master drainage plan may include construction of facilities to convey,
11 collect, and detain irrigation and storm water.

12 4.2.2 The master drainage plan shall also state the Owner's responsibility for off-
13 site improvements. The Owner's PIA will address these responsibilities in detail, including any
14 proportionate reimbursements from any property owners benefiting from the improvements, as
15 provided in the LMC and ordinances then in effect.

16 4.2.3 If any portion of the Property lies within a floodplain, including unmapped
17 floodplains, as defined by the Federal Emergency Management Agency ("FEMA"), the Owner shall
18 provide all necessary design and submittal materials to FEMA for proposed changes to the floodplain
19 designation. Any materials must be reviewed and approved by the City before submittal to FEMA.

20 4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage
21 facilities shall be owned and maintained by the Owner or a homeowners/business association, or other
22 maintenance organization acceptable to the City, unless otherwise stated in the PIA.

23 4.3 Storm Water Quality. The City of Longmont is identified as a Phase 2 City in the
24 National Pollutant Discharge Elimination System (NPDES). The Owner shall provide all storm water
25 quality provisions in accordance with all Federal, State and local regulations in effect at the time of
26 development.

1 **ARTICLE FIVE-STREETS AND TRANSPORTATION**

2 5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to
3 encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by
4 warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be
5 consistent with the "City of Longmont Public Improvements Design Standards and Construction
6 Specifications" and the Concept Plan. The rights-of-way include, but are not limited to, the following:

- 7 a) Airport Road adjacent to the Property
8 b) Local Streets within the Property

9 Transportation Needs, Reimbursements and Credits.

10 5.1.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC, delineates
11 the Transportation Impact Fee for Arterial Streets.

12 5.1.2 The Owner has submitted and the City has approved the Owner's
13 transportation study. The Owner shall update the study with each final plat, unless waived by the
14 City.

15 5.1.3 To fully develop the Property, the Owner may need to construct certain on-
16 site and off-site transportation improvements, as identified in the approved traffic study, as updated,
17 and to acquire off-site right-of-way. Said transportation improvements shall be identified within the
18 PIA which shall be subject to approval by the City. The Owner shall be responsible for all acquisition
19 costs for the off-site right-of-way, subject to reimbursement as detailed in the PIA for each
20 development phase.

21 5.1.4 The Owner shall construct or contribute to the cost of construction of all on-
22 site and off-site transportation improvements in a sequence acceptable to the City, to meet the
23 demands that development of each phase of the Property will generate, including the arterial and
24 collector streets identified in Paragraph 5.1.

25 5.1.5 The Owner's construction of arterial street improvements, and arterial
26 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
27 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
28 of the LMC, and as detailed in the Owner's PIA for each development phase.

29 5.1.6 The Owner is solely responsible for construction of all transportation
30 improvements to accommodate development of the Property that do not directly benefit other
31 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for

1 reimbursement to the Owner for these expenses.

2 5.1.7 The Owner shall pay the City for all costs for the street lighting system along
3 public rights-of-way within the Property and along public rights-of-way that border the Property.

4 5 **ARTICLE SIX-UTILITIES**

6 6.1 General Requirements.

7 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property
8 is at the discretion of the City. Such decision to extend utilities shall either be made through a PIA or
9 the CIP, as outlined in Article One.

10 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase
11 of development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
12 Rates, City Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont
13 Public Improvements Design Standards and Construction Specifications.

14 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
15 plans for on-site and off-site utility improvements.

16 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
17 improvements in the Owner's PIA.

18 6.1.5 The Owner shall obtain, at Owner's sole expense, and dedicate to the City all
19 necessary easements and rights-of-way for the installation of the water and sewer lines, and provide
20 an all-weather access surface to all manholes, valves and hydrants on the lines. Expenses for
21 acquisition of easements shall be eligible for reimbursement to the Owner from adjacent or other
22 property owners benefiting from the easements, according to City policy, if any, in effect at the time
23 of development, as detailed in the Owner's PIA.

24 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the
25 future, to serve the Property based upon the timing of development of the Property relative to full
26 build out of existing annexed lands. Actual allocation of service shall be on a first come, first served
27 basis as determined by the City Council.

1 6.2 Electric Requirements.

2 6.2.1 The Owner shall pay the City for the cost of any electric utility extension or
3 facility relocation that development of the Property requires. If relocation requires additional or
4 expanded easements, the Owner shall provide the easements to the City, without cost, subject only to
5 encumbrances acceptable to the City. Expenses for acquisition of easements shall be eligible for
6 reimbursement to the Owner from adjacent or other benefiting property owners according to City
7 policy in effect at the time of development as detailed in the PIA.

8 6.2.2 Within 60 days of written notification by the City, the Owner shall reimburse
9 the City's electric utility for all costs associated with the transfer of service territory within the
10 Property to the City from other electric utilities. These costs shall include, but not be limited to,
11 transfer or removal of existing customer services, buy-out of utility facilities, and lost revenue
12 payments. The terms of transfers shall be dictated by the then applicable service territory transfer
13 agreements between the City and other electric utilities, including any specific agreement reached
14 concerning the property or by Colorado statutes. Transfer of the service territory, existing customers,
15 and resulting costs may occur in stages at the City's discretion.

16 6.2.3 All development approvals, building permits, and certificates of occupancy
17 shall be subject to payment of all reimbursable costs.

18 6.3 Water System Requirements.

19 6.3.1 The City has limited water transmission service and storage capacity. The
20 City provides water service on a first come, first served basis as determined by the City Council.

21 6.3.2 The Owner shall be solely responsible for construction of all water line
22 installations to serve the Property. The Owner shall construct a complete looped system to serve each
23 development phase.

24 6.3.3 All on-site water lines shall extend across each phase of the Property to the
25 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
26 Property. The Owner shall construct water lines to serve the Property, including but not limited to:

27 a) An 8-inch water main loop internal to the development.

28 6.3.4 The City shall determine the exact timing of installation of all water lines at
29 the time of final plat and PIA for each phase.

30 6.3.5 The Owner shall identify and report to the City all existing water services that
31 any water districts provide to the Property. The Owner shall pursue exclusion from all water districts

1 having jurisdiction over the Property before the annexation ordinance is recorded with the county
2 clerk and recorder. The Owner must provide proof of exclusion from all water districts before the
3 City will extend water service.

4 6.4 Sewer Line Requirements.

5 6.4.1 The Owner shall be solely responsible for construction of all sewer line
6 installations to serve the Property.

7 6.4.2 All on-site sewer lines shall extend across each phase of the Property to the
8 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
9 Property. The Owner shall construct sewer lines to serve the Property, including but not limited to:

10 a) An 8-inch sanitary sewer main internal to the development.

11 6.4.3 The City shall determine the exact timing of installation of all sewer lines at
12 the time of final plat for each phase.

13 6.4.4 All sanitary sewer service to the Property will be with a gravity sewer system.
14 Lift stations will not be allowed unless approved by the City.

15 6.5 Raw Water Requirements.

16 6.5.1 Before the annexation ordinance is recorded with the county clerk and
17 recorder, the Owner shall convey to the City all historical water rights appurtenant to the Property,
18 according to the City's raw water requirements. The Owner shall satisfy any raw water deficits
19 according to the City's then existing raw water requirements.
20

21 **ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND**
22 **AND SCENIC ENTRY CORRIDOR**
23

24 7.1 The Envision Longmont Comprehensive Plan (Plan) identifies primary and other
25 greenways. Subject only to encumbrances acceptable to the City, the Owner shall construct and
26 dedicate, according to the LMC and ordinances then in effect, all primary and other greenway
27 segments that border or cross the Property in conjunction with each final plat, as depicted in the Plan
28 then in effect.

29 7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way
30 landscaping, including bikeways, per the LMC and ordinances in effect at the time of development.

1 7.3 The parties acknowledge that per the current LMC and ordinances, it is the City's
2 responsibility to acquire, design and construct parks. The Owner shall reserve as parkland all areas
3 designated as such on the Concept Plan. Subsequent agreement(s) will specify the price for the land
4 and other details related to its transfer to City ownership. The assessed value of the land will be based
5 on pre-annexed, raw land values.
6

7 **ARTICLE EIGHT-EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT**

8 8.1 The Owner shall pursue exclusion of the Property from the Mountain View and/or
9 Hygiene Fire Protection District(s) after the annexation has been recorded. The Owner shall file, at
10 the Owner's expense, all necessary petitions required by C.R.S., for exclusion from the fire district(s).
11 Evidence of exclusion shall be provided to the City prior to recording a final plat; or the Owner agrees
12 to file, at the Owner's expense, with the appropriate District Court all necessary petitions, pursuant to
13 C.R.S., for exclusion from the fire district(s) prior to recording the final plat.
14

15 **ARTICLE NINE-COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC** 16 **AND COMMON IMPROVEMENTS**

17 9.1 The City may require the Owner to pay for other public improvements that relate to
18 development of the Property. These public improvements may benefit not only the Property, but also
19 adjacent landowners and the public.

20 9.2 The City shall assure construction of public improvements by requiring the Owner
21 to execute a PIA and to provide financial security in accordance with the LMC and ordinances
22 then in effect.

23 9.3 Where the Owner constructs public improvements that will also benefit other
24 property owners and the public, reimbursement to the Owner shall be according to the LMC and
25 ordinances in effect at the time of development and detailed in the Owner's PIA.

26 9.4 Where the Owner's property abuts or benefits from existing public improvements that
27 have been constructed by others (including the City), the Owner may be required to participate in
28 those public improvements according to the LMC and ordinances in effect at the time of development
29 and as detailed in the Owner's PIA.

1 **ARTICLE TEN-INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT,**
2 **NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

3 10.1 As an express condition of annexation, the Owner consents to inclusion into the
4 Northern Colorado Water Conservancy District (District) and the Municipal Subdistrict (Subdistrict),
5 Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S. The
6 Owner acknowledges that, upon inclusion into the District and Subdistrict, the Property will be subject
7 to the same mill levies and special assessments as are levied or will be levied on other similarly
8 situated property in the District and Subdistrict at the time of inclusion of the Property. The Owner
9 agrees to waive any right that may exist to require an election pursuant to Article X, Section 20, of
10 the Colorado Constitution before the District and Subdistrict can impose such mill levies and special
11 assessments as it has the authority to impose. The Owner also agrees to waive, upon inclusion, any
12 right that may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

13
14 **ARTICLE ELEVEN-EASEMENT MAINTENANCE OF NORTHERN COLORADO**
15 **WATER CONSERVANCY DISTRICT'S SOUTHERN WATER SUPPLY PROJECT**

16 11.1 If an easement for the Southern Water Supply Project (Carter Lake Pipeline) of the
17 Northern Colorado Water Conservancy District ever burdens the Property, the Owner shall landscape
18 the surface over the easement to the City's standards. The Owner shall then establish a
19 homeowners/business association, or other maintenance organization acceptable to the City, to
20 maintain the easement surface.

21
22 **ARTICLE TWELVE-ENFORCEMENT**

23 12.1 The parties shall have the right to enforce the provisions of this Agreement by
24 appropriate remedy in law or equity, including specific performance.

25
26 **ARTICLE THIRTEEN-NON-CONTESTABILITY**

27 13.1 The Owner presents this Agreement to induce favorable consideration of the Petition
28 for Annexation. The City Council and the public are relying on the Owner's promises to perform this
29 Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy
30 any material provision of this Agreement, the Council may deem the Owner, and any grantees,
31 successors or assigns in interest found in violation, collectively to have petitioned for disconnection

1 of the annexed territory, according to the annexation laws of Colorado. For this article, the City may
2 consider each ownership entity separately, and may consider a violation by one ownership entity not
3 to be a violation by others.
4

5 **ARTICLE FOURTEEN-MISCELLANEOUS**

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

9 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
10 reference only and of no meaning in the interpretation or effect of this Agreement.

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

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

19 14.5 No Implied Representations. No representations, warranties or certifications, express
20 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

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

25 14.7 Financial Obligations of City. All financial obligations of the City under this
26 Agreement are contingent upon appropriation, budgeting, and availability of specific funds to
27 discharge such obligations. Nothing in this Agreement shall be deemed a debt of the City, nor a
28 pledge of the City's credit, or a collection or payment guarantee by the City to the Owner.

29 14.8 Indemnification of City. The Owner shall indemnify and save hold harmless the City,
30 its officers, and employees, against any and all losses, claims, liabilities, damages, fines, penalties,
31 and costs or expenses, including reasonable attorneys' fees, of any nature, kind, or description

1 (“Liabilities”) by any third-party arising out of, caused by, or resulting from, whether during or after
2 the term of this Agreement, from any work done or omission made by the Owner, Owner's officers,
3 employees or agents, if such Liabilities are: (i) arising out of or resulting from performance or
4 nonperformance of this Agreement; (ii) arising from any third-party claims, losses, and other damages
5 and expenses brought against or incurred by the City related to annexation of the Property; and (iii)
6 arising from any other action determined necessary or desirable by the City to effectuate annexation
7 of the Property, including but not limited to, rezoning, development of the Property, or any conditions
8 of approval related thereto. The City shall be indemnified fully by West View Estates, LLC and West
9 View Trust, LLC, jointly and severally.

10 14.9 Integrated Agreement and Amendments. This Agreement is an integration of the
11 entire understanding of the parties with respect to the matters stated herein. The parties shall only
12 amend this Agreement in writing with the proper official signatures attached thereto.

13 14.10 Waiver. No waiver of any breach or default under this Agreement shall be a waiver
14 of any other or subsequent breach or default.

15 14.11 Severability. Invalidation of any specific provision of this Agreement shall not affect
16 the validity of any other provision of this Agreement.

17 14.12 Governing Law. This Agreement shall be governed and construed according to the
18 laws of the State of Colorado.

19 14.13 Binding Effect. This Agreement shall be binding upon the parties and their respective
20 heirs, successors, assigns and grantees.

21 14.14 Owner Defined. Unless the context otherwise requires, as used in this Agreement,
22 the term, Owner, includes, jointly and severally, every person named in this Agreement as an
23 Owner. Singular references to Owner include the plural and plural references to Owners include
24 each individual Owner.

25
26 THE PARTIES make and enter into this Agreement on the date stated in the preamble.

CITY OF LONGMONT,
a municipal corporation

By: Jan Lee
MAYOR



ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

11/23/22
DATE

Cristi Campbell
PROOFREAD

11/23/22
DATE

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
ORIGINATING DEPARTMENT

12.6.2022
DATE

CA File: 22-001956

1 **OWNER**

2 WEST VIEW ESTATES, LLC

3
4
5 By: 

6
7 Manager
8 As:

9
10
11
12 STATE OF COLORADO _____)

13) ss.

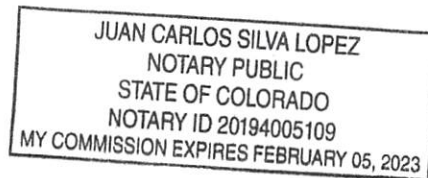
14 COUNTY OF Boulder _____)

15
16
17 The foregoing instrument was acknowledged before me this 22 day of November
18 _____, 2022 by Robert P Young as Manager for WEST VIEW
19 ESTATES, LLC, a Colorado limited liability company.
20

21
22 WITNESS my hand and official seal.

23
24 My commission expires: February 5, 2023

25
26
27 
28 Notary Public



1 **OWNER**

2 WEST VIEW TRUST, LLC

3
4
5 By: _____

6
7
8 As: _____

9
10
11
12
13 STATE OF COLORADO _____)

14) ss.

15 COUNTY OF Boulder _____)

16
17
18 The foregoing instrument was acknowledged before me this 22 day of November
19 2022 by Robert P Young as for WEST VIEW TRUST, LLC, a Colorado
20 limited liability company.

21
22 WITNESS my hand and official seal.

23
24 My commission expires: February 5, 2023

25
26
27
28 Notary Public _____

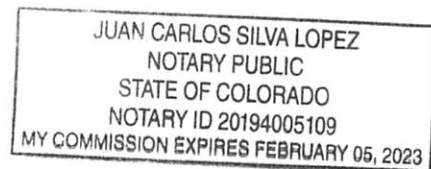


EXHIBIT A
Annexation
Legal Description

A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD TO BEAR SOUTH 00°02'37" WEST, A DISTANCE OF 472.66 FEET BETWEEN A FOUND #5 REBAR WITH A 1 1/2" ALUMINUM CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF LOT 1, WESTVIEW ACRES SUBDIVISION AS DESCRIBED IN THE BOULDER COUNTY RECORDS ON JUNE 11, 1980 AT RECEPTION NO. 398752, AND A FOUND #5 REBAR WITH A 2" ALUMINUM CAP "SCOTT COX & ASSOC PLS 25953" AT THE SOUTHEAST CORNER OF OUTLOT F SOMERSET MEADOWS FILING NO. 1 AS DESCRIBED IN BOULDER COUNTY RECORDS ON MAY 10, 2002 AT RECEPTION NO. 2286676, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD SAID POINT ALSO BEING ON THE SOUTH LINE OF THE WEIBEL-DUVALL ANNEXATION PER THE MAP RECORDED ON APRIL 9, 1998 IN PLAT BOOK NO. P-43, F-2, #26, REC. NO. 1789853,

THENCE NORTH 88°30'52" EAST, A DISTANCE OF 40.00 FEET TO A SOUTHEAST CORNER OF SAID WEIBEL-DUVALL ANNEXATION;

THENCE NORTH 00°02'37" EAST, A DISTANCE OF 53.21 FEET TO THE SOUTHWEST CORNER OF THE MUSSELMAN NO. TWO ANNEXATION PER THE MAP RECORDED ON JUNE 29, 1994 IN FILM NO. 1988, REC. NO. 1440934, P-32, F-1, #18;

THENCE ALONG SAID ANNEXATION, NORTH 89°59'00" EAST, A DISTANCE OF 80.01 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A DISTANCE OF 523.82 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°30'54" WEST, A DISTANCE OF 120.04 FEET TO A SOUTHWESTERLY CORNER OF SAID SOMERSET MEADOWS FILING NO. 1;

THENCE ALONG THE SOUTHERLY LINE SOMERSET MEADOWS FILING NO. 1, SOUTH 88°30'54" WEST, A DISTANCE OF 629.46 FEET TO A POINT OF THE WESTERLY LINE EXTENDED OF LOT 2 OF SAID WESTVIEW ACRES;

1 THENCE NORTH 00°02'32" EAST, A DISTANCE OF 472.65 FEET TO THE NORTHWEST
2 CORNER OF LOT 2 OF SAID SUBDIVISION;

3
4 THENCE NORTH 88°30'52" EAST, A DISTANCE OF 629.47 FEET TO THE NORTHEAST
5 CORNER OF LOT 1 OF SAID SUBDIVISION, ALSO BEING A POINT ON THE WEST
6 RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE POINT OF BEGINNING;

7
8 SAID PARCEL CONTAINING 358,307 SQ.FT. OR 8.23 ACRES, MORE OR LESS.

Exhibit B



LAND DATA TABLE

• LAND AREA:	6.82 ACRES
• ZONE:	R-SF
• DWELLINGS:	22
• DENSITY:	3.2 du/ac

Westview Concept Plan Annexation Application

September 20, 2021-December 27, 2024
April 04, 2022; June 08, 2022



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