

**Parcel 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 472.65 FEET BETWEEN A FOUND #5 REBAR WITH A 1 1/2" ALUMINUM CAP (LLEGIBLE) 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. 2286976, 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. 1789553.

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. 1958, REC. NO. 144934, P-32, F-1, #16;

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;

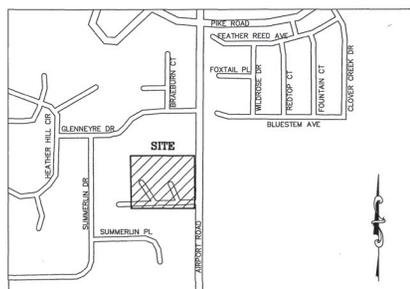
THENCE NORTH 88°30'52" EAST, A DISTANCE OF 629.47 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID SUBDIVISION, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE POINT OF BEGINNING;

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

# WESTVIEW ACRES ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18,  
 TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
 COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1



Vicinity Map  
 NOT TO SCALE

**Notes**

1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AS AN AGENT FOR LAND TITLE GUARANTEES COMPANY COMMITMENT NUMBER K703725-3 (TITLE A), DATED SEPTEMBER 29, 2021 AT 5:00 P.M., WERE ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP. THE PROPERTY SHOWN AND DESCRIBED HEREON, EXCEPT FOR THE AIRPORT ROAD RIGHT-OF-WAY, IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THE PURPOSE OF THIS MAP IS TO GRAPHICALLY PORTRAY THE RELATIONSHIP OF THE LAND PROPOSED FOR ANNEXATION TO THE CURRENT CITY OF LONGMONT LIMITS.
4. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.
5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
6. HORIZONTAL DATUM: COORDINATE VALUES AND DISTANCES SHOWN HEREON ARE MODIFIED STATE PLANE NORTH ZONE, NORTH AMERICAN DATUM 1983 [NAD83(2011)] SCALED FROM LATITUDE N40°07'58.94978", LONGITUDE W105°09'04.31654", AT AN ELLIPSOID HEIGHT OF 5011.885' WITH A COMBINED SCALE FACTOR OF 1.0022802425.

**ACREAGE:**

358,307 SQ.FT.  
 8.23 ACRES

**1/8TH PERIMETER:**

424.78 FEET

**TOTAL BOUNDARY PERIMETER:**

2548.67 FEET

**BOUNDARY CONTIGUOUS WITH CITY OF LONGMONT:**

1275.35 FEET

**ZONING:**

EXISTING BOULDER COUNTY AGRICULTURAL PROPOSED: RESIDENTIAL - SINGLE FAMILY (R-SF)

**FLOODPLAIN STATEMENT:**

THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP: COMMUNITY-PANEL NO. 08013C-0269 J, DATED DECEMBER 18, 2012. THE MAP DOES NOT DIFFERENTIATE BETWEEN ZONE X UNSHADED AND ZONE O. FLOOD INFORMATION IS SUBJECT TO CHANGE.

**BASES OF BEARINGS:**

SPS DERIVED BEARINGS BASED ON A BEARING OF S00°02'37"W ALONG THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, BETWEEN A FOUND #5 REBAR WITH A 1 1/2" ALUMINUM CAP (LLEGIBLE) AT THE NORTHEAST CORNER OF LOT 1, WESTVIEW ACRES SUBDIVISION 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 SHOWN HEREON COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83), ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

**MAYOR'S CERTIFICATE:**

THIS IS TO VERIFY THAT AN ANNEXATION OF THE ABOVE DESCRIBED PROPERTY WAS APPROVED BY THE CITY OF LONGMONT AND THAT UPON RECORDED OF THE ORDINANCE APPROVING THE ANNEXATION AND THE ANNEXATION MAP, THE PROPERTY WILL BE INCORPORATED WITHIN THE CITY LIMITS OF LONGMONT, COLORADO.

*Max Beck* MAYOR  
*David Beck* ATTEST

**CLERK AND RECORDERS CERTIFICATE:**

STATE OF COLORADO )  
 )  
 COUNTY OF BOULDER )  
 I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AND IS RECORDED IN THIS PLAN FILE \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_

DEPUTY \_\_\_\_\_ RECORDER \_\_\_\_\_

**SURVEYORS CERTIFICATE:**

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT ACCURATELY REPRESENTS THE PROPERTY PROPOSED FOR ANNEXATION, AND THAT AT LEAST ONE SIXTH (1/6) OF THE PROPERTY BOUNDARY IS CONTIGUOUS TO THE PRESENT BOUNDARIES OF THE CITY OF LONGMONT.

JAMES Z. COWAN  
 COLORADO P.L.S. #29038  
 VICE PRESIDENT, FLATIRON, INC.

**Boundary Closure Report**

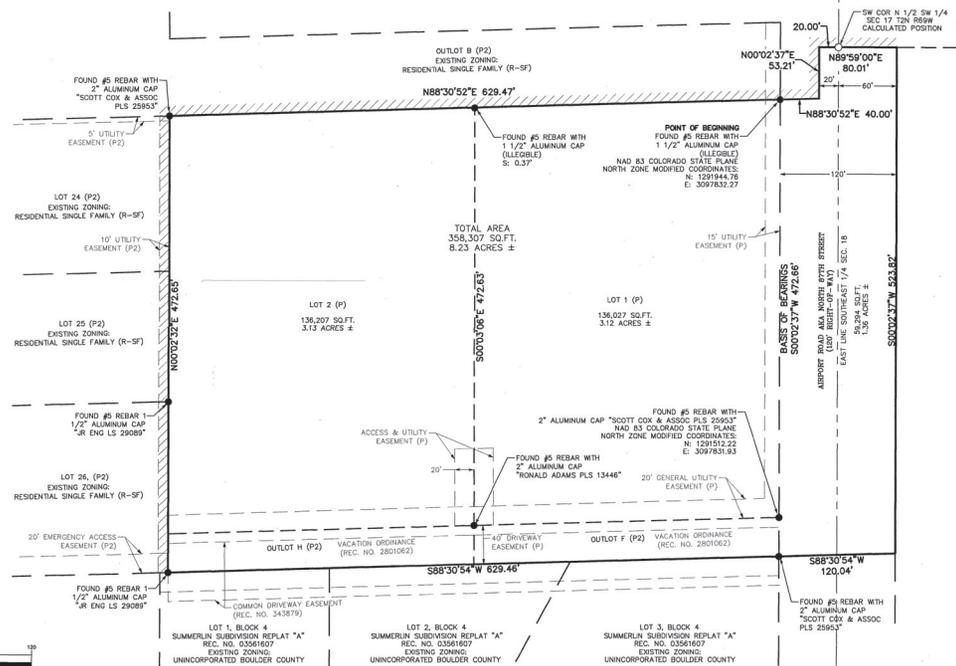
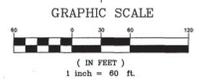
COURSE: N88°30'52"E LENGTH: 40.00'  
 COURSE: N00°02'37"E LENGTH: 53.21'  
 COURSE: N89°59'00"E LENGTH: 80.01'  
 COURSE: S00°02'37"W LENGTH: 523.82'  
 COURSE: S88°30'54"W LENGTH: 120.04'  
 COURSE: S88°30'54"W LENGTH: 629.46'  
 COURSE: N00°02'32"E LENGTH: 472.65'  
 COURSE: N88°30'52"E LENGTH: 629.47'

AREA: 358307 SQ. FT.  
 COURSE: S37°07'04"W  
 ERROR CLOSURE: 0.01  
 ERROR NORTH: -0.004  
 ERROR EAST: -0.003  
 PRECISION: 1: 254866

**Legend**

- FOUND MONUMENT AS DESCRIBED
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF WESTVIEW ACRES SUBDIVISION REC. NO. 398752, 06/11/1980
- (P2) AS PER THE PLAT OF SOMERSET MEADOWS FILING NO. 1 REC. NO. 2286976, 05/10/2002

- ▨ CURRENT LIMITS OF THE CITY OF LONGMONT
- PROPERTY LINE
- - - INTERIOR LOT LINE
- - - ADJACENT PROPERTY LINE
- - - SECTION LINE
- - - EXISTING EASEMENT LINE



DATE \_\_\_\_\_

REVISION \_\_\_\_\_

WESTVIEW ACRES ANNEXATION MAP

COPYRIGHT 2023 FLATIRON, INC.

Surveying, Engineering & Geomatics  
 Flatiron, Inc.  
 www.Flatiron.com  
 4501 LOGAN ST. 4501 LOGAN ST.  
 DENVER, CO 80202 DENVER, CO 80202  
 PHONE: (303) 444-9300 PHONE: (303) 444-9300  
 FAX: (303) 778-4355 FAX: (303) 923-2180

655 FOURTH AVE. 3825 IRLA AVE. STE 300  
 BOULDER, CO 80501 BOULDER, CO 80501  
 PHONE: (303) 444-9300 PHONE: (303) 444-9300  
 FAX: (303) 778-4355 FAX: (303) 923-2180

14 15  
 APR 20 2023  
 BOULDER COUNTY

JOB NUMBER:  
 18-70,698  
 DATE:  
 01-04-2023  
 DRAWN BY:  
 T. HENDERSON  
 CHECKED BY:  
 BOL/nbv/jk

SHEET 1 OF 1



GLENNEYRE DRIVE

SUMMERLIN DRIVE

AIRPORT ROAD

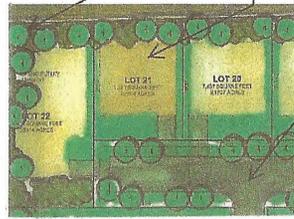
LOT 22 10,000 SQUARE FEET 0.23 ACRES  
 LOT 21 7,777 SQUARE FEET 0.18 ACRES  
 LOT 20 7,777 SQUARE FEET 0.18 ACRES  
 LOT 19 7,777 SQUARE FEET 0.18 ACRES  
 LOT 18 7,777 SQUARE FEET 0.18 ACRES  
 LOT 17 7,777 SQUARE FEET 0.18 ACRES  
 LOT 16 7,777 SQUARE FEET 0.18 ACRES  
 LOT 15 7,777 SQUARE FEET 0.18 ACRES  
 LOT 14 7,777 SQUARE FEET 0.18 ACRES  
 LOT 13 7,777 SQUARE FEET 0.18 ACRES  
 LOT 12 7,777 SQUARE FEET 0.18 ACRES  
 LOT 11 7,777 SQUARE FEET 0.18 ACRES  
 LOT 10 7,777 SQUARE FEET 0.18 ACRES  
 LOT 9 7,777 SQUARE FEET 0.18 ACRES  
 LOT 8 7,777 SQUARE FEET 0.18 ACRES  
 LOT 7 7,777 SQUARE FEET 0.18 ACRES  
 LOT 6 7,777 SQUARE FEET 0.18 ACRES  
 LOT 5 7,777 SQUARE FEET 0.18 ACRES  
 LOT 4 7,777 SQUARE FEET 0.18 ACRES  
 LOT 3 7,777 SQUARE FEET 0.18 ACRES  
 LOT 2 7,777 SQUARE FEET 0.18 ACRES  
 LOT 1 7,777 SQUARE FEET 0.18 ACRES

Landscape Areas

Building Envelope

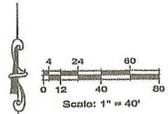
Detached Sidewalk: 5'

Roads



**LAND DATA TABLE**

- LAND AREA: 0.82 ACRES
- ZONE: R-SF
- DWELLINGS: 22
- DENSITY: 3.2 du/ac



**ESC ENGINEERING SERVICE COMPANY**  
 14100 East Cross Avenue  
 Aurora, Colorado 80014  
 P 303.337.1393  
 F 303.337.7481  
 esc@esc-engineering.com  
 www.esc-engineering.com



# Westview Concept Plan

## Annexation Application

September 20 2021  
 December 27 2021  
 April 4 2021



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 .  
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*Janice*

\_\_\_\_\_  
MAYOR

ATTEST:

*Janice* 

\_\_\_\_\_  
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:

*[Signature]*  
\_\_\_\_\_

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:

*[Signature]*  
\_\_\_\_\_

Dec 2, 2022  
\_\_\_\_\_

ORIGINATING DEPARTMENT

DATE

CA File: 22-001956



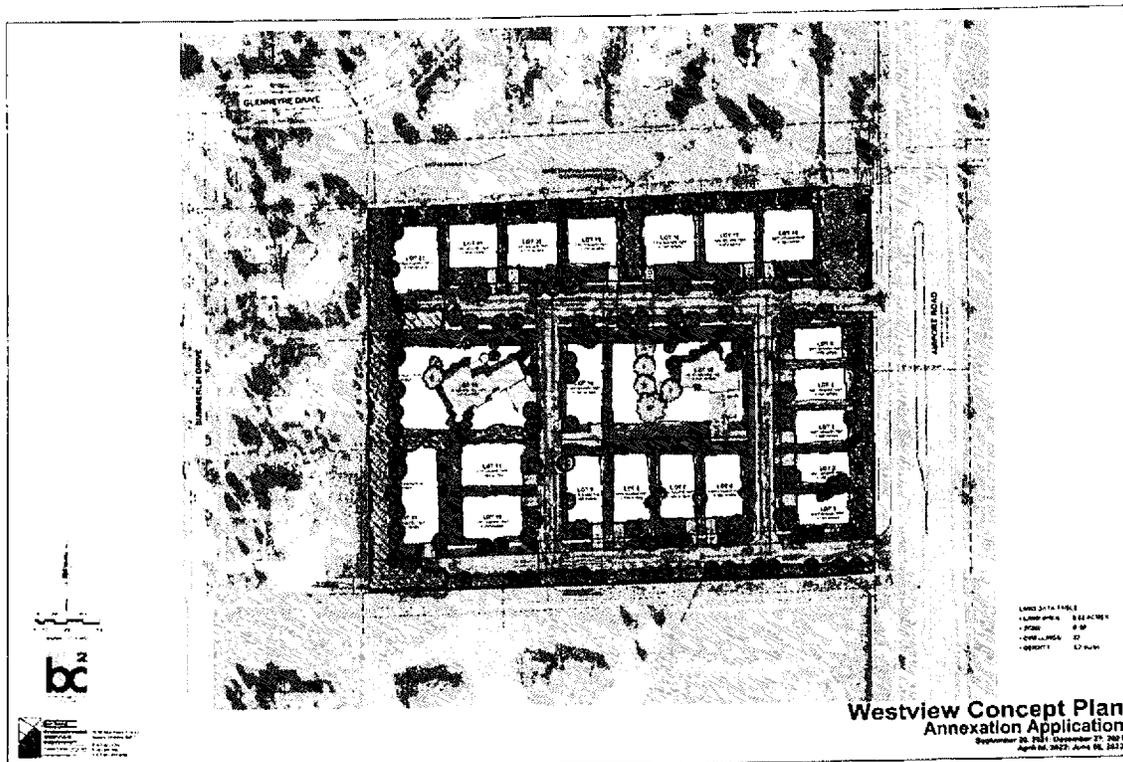
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### EXHIBIT B Westview Acres Annexation Concept Plan



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1 Section 2

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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  
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19 Section 5

20 To the extent only that they conflict with this ordinance, the Council repeals any  
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*Janice*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]* 

\_\_\_\_\_  
CITY CLERK

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APPROVED AS TO FORM:

*[Signature]*

\_\_\_\_\_  
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:

*[Signature]*

\_\_\_\_\_  
Dec 2, 2022

ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

CA File: 22-001956

1 **EXHIBIT A**

2 A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18,  
3 TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY  
4 OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED  
5 AS FOLLOWS:  
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7 CONSIDERING THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD TO BEAR  
8 SOUTH 00°02'37" WEST, A DISTANCE OF 472.66 FEET BETWEEN A FOUND #5 REBAR  
9 WITH A 1 1/2" ALUMINUM CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF LOT  
10 1, WESTVIEW ACRES SUBDIVISION AS DESCRIBED IN THE BOULDER COUNTY  
11 RECORDS ON JUNE 11, 1980 AT RECEPTION NO. 398752, AND A FOUND #5 REBAR  
12 WITH A 2" ALUMINUM CAP "SCOTT COX & ASSOC PLS 25953" AT THE SOUTHEAST  
13 CORNER OF OUTLOT F SOMERSET MEADOWS FILING NO. 1 AS DESCRIBED IN  
14 BOULDER COUNTY RECORDS ON MAY 10, 2002 AT RECEPTION NO. 2286676, WITH  
15 ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.  
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17 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT  
18 ON THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD SAID POINT ALSO BEING  
19 ON THE SOUTH LINE OF THE WEIBEL-DUVALL ANNEXATION PER THE MAP  
20 RECORDED ON APRIL 9, 1998 IN PLAT BOOK NO. P-43, F-2, #26, REC. NO. 1789853,  
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27 ON JUNE 29, 1994 IN FILM NO. 1988, REC. NO. 1440934, P-32, F-1, #18;  
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29 THENCE ALONG SAID ANNEXATION, NORTH 89°59'00" EAST, A DISTANCE OF 80.01  
30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD;  
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32 THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A  
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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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By:.....	14
By:.....	15
 <b>EXHIBIT A</b>	 Legal Description of Annexation
<b>EXHIBIT B</b>	Concept Plan

1           THIS AGREEMENT is entered into this 21<sup>st</sup> 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



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           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           **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.

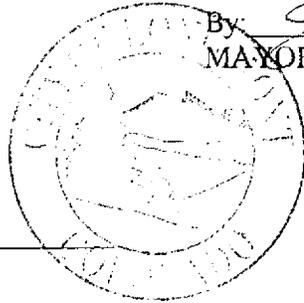
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26 THE PARTIES make and enter into this Agreement on the date stated in the preamble.

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CITY OF LONGMONT,  
a municipal corporation

By: Jan Beck  
MAYOR



ATTEST:

[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
ASSISTANT CITY ATTORNEY

11/23/22  
DATE

Cristi Campbell  
PROOFREAD

11/23/22  
DATE

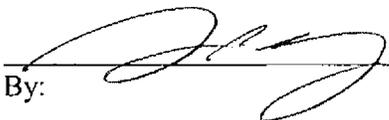
APPROVED AS TO FORM AND SUBSTANCE:

[Signature]  
ORIGINATING DEPARTMENT

12.6.2022  
DATE

CA File: 22-001956

1 **OWNER**  
2 WEST VIEW ESTATES, LLC

3  
4   
5 By: \_\_\_\_\_

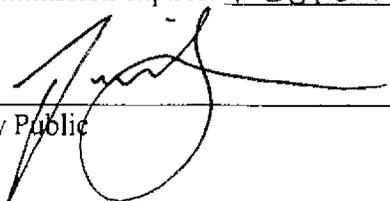
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8 As:

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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

JUAN CARLOS SILVA LOPEZ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194005109  
MY COMMISSION EXPIRES FEBRUARY 05, 2023



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**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;

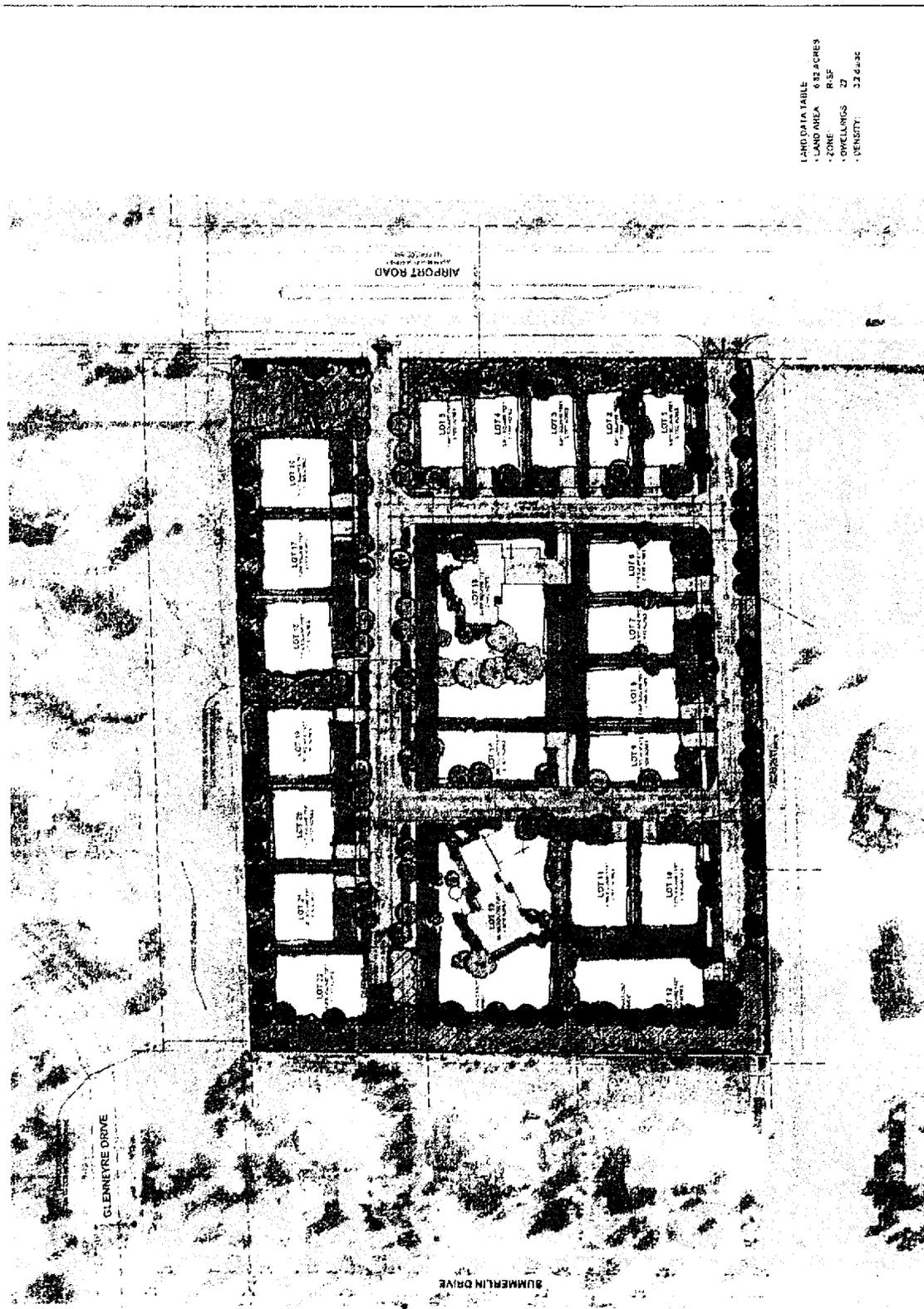
THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A DISTANCE OF 523.82 FEET;

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-5F
DWELLINGS	27
DENSITY	22.42/ac

**Westview Concept Plan  
Annexation Application**

September 28, 2011; December 27, 2011  
April 04, 2022; June 06, 2023



**bc**  
Boulder County  
Planning & Zoning  
Department  
1000 14th Street, Suite 200  
Boulder, CO 80502  
Phone: 303.440.3000  
Fax: 303.440.3001  
www.boulder.gov

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

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ARTICLE FOUR-DRAINAGE .....	3
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ARTICLE SIX-UTILITIES .....	6
ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND AND SCENIC ENTRY CORRIDOR.....	8
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ARTICLE FOURTEEN-MISCELLANEOUS .....	11
By:.....	14
By:.....	15
 <b>EXHIBIT A</b>	 Legal Description of Annexation
<b>EXHIBIT B</b>	Concept Plan

1 THIS AGREEMENT is entered into this 21<sup>st</sup> 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:

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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



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           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           **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.

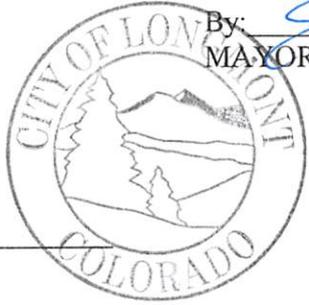
19 14.13 Binding Effect. This Agreement shall be binding upon the parties and their respective  
20 heirs, successors, assigns and grantees.

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 Camporeal  
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  
18 The foregoing instrument was acknowledged before me this 22 day of November  
19 2022, 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

JUAN CARLOS SILVA LOPEZ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194005109  
MY COMMISSION EXPIRES FEBRUARY 05, 2023

1 **OWNER**  
2 WEST VIEW TRUST, LLC

3  
4  
5 By: \_\_\_\_\_

6  
7 MANAGER  
8 As: \_\_\_\_\_

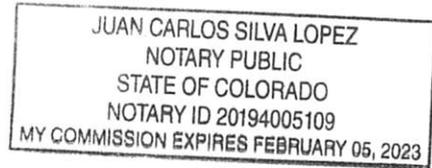
9  
10  
11  
12  
13 STATE OF COLORADO \_\_\_\_\_ )  
14 ) ss.  
15 COUNTY OF Boulder \_\_\_\_\_ )

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**

1  
2  
3  
4  
5  
6 A PARCEL OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18,  
7 TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY  
8 OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS  
9 FOLLOWS:

10  
11 CONSIDERING THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD TO BEAR SOUTH  
12 00°02'37" WEST, A DISTANCE OF 472.66 FEET BETWEEN A FOUND #5 REBAR WITH A  
13 1 1/2" ALUMINUM CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF LOT 1,  
14 WESTVIEW ACRES SUBDIVISION AS DESCRIBED IN THE BOULDER COUNTY  
15 RECORDS ON JUNE 11, 1980 AT RECEPTION NO. 398752, AND A FOUND #5 REBAR  
16 WITH A 2" ALUMINUM CAP "SCOTT COX & ASSOC PLS 25953" AT THE SOUTHEAST  
17 CORNER OF OUTLOT F SOMERSET MEADOWS FILING NO. 1 AS DESCRIBED IN  
18 BOULDER COUNTY RECORDS ON MAY 10, 2002 AT RECEPTION NO. 2286676, WITH  
19 ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

20  
21 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON  
22 THE WEST RIGHT-OF-WAY LINE OF AIRPORT ROAD SAID POINT ALSO BEING ON  
23 THE SOUTH LINE OF THE WEIBEL-DUVALL ANNEXATION PER THE MAP RECORDED  
24 ON APRIL 9, 1998 IN PLAT BOOK NO. P-43, F-2, #26, REC. NO. 1789853,

25  
26 THENCE NORTH 88°30'52" EAST, A DISTANCE OF 40.00 FEET TO A SOUTHEAST  
27 CORNER OF SAID WEIBEL-DUVALL ANNEXATION;

28  
29 THENCE NORTH 00°02'37" EAST, A DISTANCE OF 53.21 FEET TO THE SOUTHWEST  
30 CORNER OF THE MUSSELMAN NO. TWO ANNEXATION PER THE MAP RECORDED  
31 ON JUNE 29, 1994 IN FILM NO. 1988, REC. NO. 1440934, P-32, F-1, #18;

32  
33 THENCE ALONG SAID ANNEXATION, NORTH 89°59'00" EAST, A DISTANCE OF 80.01  
34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD;

35  
36 THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°02'37" WEST, A  
37 DISTANCE OF 523.82 FEET;

38  
39 THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 88°30'54" WEST, A  
40 DISTANCE OF 120.04 FEET TO A SOUTHWESTERLY CORNER OF SAID SOMERSET  
41 MEADOWS FILING NO. 1;

42  
43 THENCE ALONG THE SOUTHERLY LINE SOMERSET MEADOWS FILING NO. 1, SOUTH  
44 88°30'54" WEST, A DISTANCE OF 629.46 FEET TO A POINT OF THE WESTERLY LINE  
45 EXTENDED OF LOT 2 OF SAID WESTVIEW ACRES;

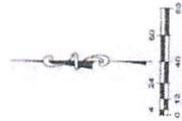
1 THENCE NORTH 00°02'32" EAST, A DISTANCE OF 472.65 FEET TO THE NORTHWEST  
2 CORNER OF LOT 2 OF SAID SUBDIVISION;  
3  
4 THENCE NORTH 88°30'52" EAST, A DISTANCE OF 629.47 FEET TO THE NORTHEAST  
5 CORNER OF LOT 1 OF SAID SUBDIVISION, ALSO BEING A POINT ON THE WEST  
6 RIGHT-OF-WAY LINE OF AIRPORT ROAD 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



**BSC**  
 ENGINEERS  
 1100 East Lake Avenue  
 Suite 200, Carson, NV 89001  
 P 702.331.1807  
 F 702.331.1808