

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

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THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Longmont, Colorado, a municipal corporation ("City"), and Benjamin Bohren, Melanie Bohren, Michael Lee Kaessner and Linda Lee Kaessner Living Trust dated September 3, 2024, 8840 Quail, LLC, and The Charles and Elinor Ward Living Trust dated January 14, 1992, whose mailing addresses are listed below their respective signature lines (collectively identified as "Owner.")

THE PARTIES' RECITALS ARE AS FOLLOWS:

The Owner has submitted to the City a petition for annexation, known as the Quail Road Annexation ("Property"), the legal description of which is attached as Exhibit A; and

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

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

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

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

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

ARTICLE ONE-CITY OBLIGATIONS

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

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

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

ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT

2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to develop and use the Property in a manner consistent with Residential Mixed Neighborhood zoning; a copy of the plan is attached as Exhibit B. The Owner's Concept Plan generally conforms to the LACP. All future development on the Property generally shall conform to the Concept Plan and applicable ordinances in effect at the time of development and building permit application. If the Concept Plan fails to conform to all ordinances at the time of development, the Owner shall apply for amendments to the Concept Plan per the City's development review procedures. In the event, however, that the Concept Plan fully complies with the then-existing development ordinances of the City, then the Concept Plan shall guide the design, development and intensity of uses depicted unless the City and Owner mutually agree to amend the same in conformance with the City's development review procedures. The City shall retain full authority to act in the public interest in exercising its municipal police powers, including considering or initiating amendments or modifications of the zoning and Concept Plan for some or all of the parcels making up the Property.

2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner agrees that the Property will be subject to all ordinances currently in effect and as amended at the time

the Property develops, including any future phasing or growth management regulations that may be 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 construct affordable housing units as provided in Chapter 15.05.220 of the LMC.

2.4 Airport. If the Property is within the Airport Influence Zone, the Owner agrees to provide a plat note on all preliminary and final subdivision plats and site development plans, and agrees to have each initial lot purchaser sign the Airport Disclosure Statement in Exhibit C.

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

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

4.2 Drainage Improvements.

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

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

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

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

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

ARTICLE FIVE-STREETS AND TRANSPORTATION

5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be consistent with the "City of Longmont Public Improvements Design Standards and Construction Specifications" and the Concept Plan. The rights-of-way include the following: west side of Wildfire Court and the north side of Clover Basin Drive. The exact rights-of-way dedication requirement will be determined at the time of Final Plat.

5.2 Transportation Needs, Reimbursements and Credits.

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

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

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

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

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

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

reimbursement to the Owner for these expenses.

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

5.2.8 The Owner shall construct off-site transportation improvements to serve the Property as required by the LMC and City standards, including any necessary improvements identified in a final transportation study for the proposed development on the Property.

ARTICLE SIX-UTILITIES

6.1 General Requirements.

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

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

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

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

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

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

6.2 Electric Requirements.

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

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

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

6.3 Water System Requirements.

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

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

6.3.3 All on-site water lines shall extend across each phase of the Property to the appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the Property. The Owner shall construct water lines to serve the Property as required by the LMC and City standards.

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

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

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

6.4 Sewer Line Requirements.

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

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

6.4.4 The Owner shall construct sewer lines to serve the Property as required by the LMC and City standards. The City shall determine the exact timing of installation of all sewer lines at the time of final plat for each phase.

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

6.5 Raw Water Requirements.

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

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

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

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

7.3 The parties acknowledge that per the current LMC and ordinances, it is the City's responsibility to acquire, design and construct parks. The Owner shall reserve as parkland all areas

designated as such on the Concept Plan. Subsequent agreement(s) will specify the price for the land and other details related to its transfer to City ownership. The assessed value of the land will be based on pre-annexed, raw land values.

ARTICLE EIGHT-EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT

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

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

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

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

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

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

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

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

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

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

ARTICLE TWELVE-ENFORCEMENT

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

ARTICLE THIRTEEN-NON-CONTESTABILITY

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

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

ARTICLE FOURTEEN-MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.15 Zoning – Condition Precedent. Owner is entering into this Agreement and is undertaking the obligations imposed upon Owner herein in reliance upon the City's concurrent adoption of: (i) an ordinance annexing the Property into the City, and (ii) an ordinance approving the zoning of the Property as set forth in this Agreement. Performance of Owner's obligations hereunder is expressly conditioned upon the City's adoption of the ordinances described in this paragraph. If the City fails to adopt the ordinances described in this paragraph, the petition for annexation shall be deemed withdrawn and the annexation process shall be terminated. Unless and until all of the conditions set forth in this paragraph have been satisfied, none of the parties to this Agreement shall record, or cause to be recorded, the items described in C.R.S. section 31-12-113. Nothing set forth herein shall be deemed to limit the City's authority to rezone the Property in the future.

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

CITY OF LONGMONT,
a municipal corporation

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-003194

Benjamin Bohren

ADDRESS: 8800 Quail Road
Longmont, CO 80503

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

an individual, this _____ day of _____, 202__.

Notary Public

Melanie Bohren

ADDRESS: 8800 Quail Road
Longmont, CO 80503

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

Witness my hand and official Seal.

City of Longmont Quail Road Annexation_FINAL_12/12/2024

OWNER

Michael Lee Kaessner and Linda Lee Kaessner
Living Trust dated September 3, 2024

BY: _____
TITLE: _____

ADDRESS: 484 Bluebird Lane
Sheridan, WY 82801

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

as _____ of the Michael Lee Kaessner and Linda Lee Kaessner

Living Trust dated September 3, 2024, this _____ day of _____,
202__.

Witness my hand and official Seal.

Notary Public

OWNER

8840 Quail, LLC

BY: _____

TITLE: _____

ADDRESS: 1843 Willow Creek Drive
Boulder, CO 80301

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me by _____,
(Name of Party Signing)

as _____ of 8840 Quail, LLC,
(Title of Party Signing)

a Colorado limited liability company, this _____ day of _____,
202____.

Witness my hand and official Seal.

Notary Public

The Charles and Elinor Ward Living Trust
dated January 14, 1992

ADDRESS: 1843 Willow Creek Drive
Boulder, CO 80301

Notary Public

EXHIBIT A

Annexation

Legal Description

A TRACT OF LAND SITUATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SAID SECTION 17 WHENCE THE WEST ONE-SIXTEENTH CORNER OF SAID SECTION 17 BEARS NORTH 89°34'37" WEST, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 85°13'02" EAST, A DISTANCE OF 394.66 FEET TO A POINT ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF QUAIL ROAD SAID POINT BEING THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2257059 IN THE RECORD OF THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE SOUTH 89°34'37" EAST, BEING 30 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, A DISTANCE OF 943.50 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE NORTH 00°11'58" WEST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE SOUTH 89°34'08" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17 AND A PORTION OF THE ANNEXATION AND ZONING MAP FOR WILLOW CREEK CROSSING RECORDED AT RECEPTION NO. 1336294 IN THE RECORDS OF SAID BOULDER COUNTY CLERK AND RECORDER'S OFFICE, A DISTANCE OF 329.96 FEET TO THE NORTHWEST CORNER OF THE ANNEXATION AND ZONING MAP OF GRAND VIEW HEIGHTS PHASE II;

THENCE SOUTH 00°12'25" EAST, ALONG THE WEST LINE OF SAID ANNEXATION AND ZONING MAP OF GRAND VIEW HEIGHTS PHASE II, A DISTANCE OF 679.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CLOVER BASIN DRIVE AS SHOWN ON THE PLAT OF CLOVER CREEK FILING NO. 1 RECORDED AT RECEPTION NO. 1589630 IN SAID RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF CLOVER BASIN DRIVE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°21'01" WEST, A DISTANCE OF 330.04 FEET;
2. NORTH 89°23'45" WEST, A DISTANCE OF 530.01 FEET;
3. NORTH 89°43'15" WEST, A DISTANCE OF 226.31 FEET TO THE SOUTHWEST CORNER

OF A PARCEL DESCRIBED AT RECEPTION NO. 2257059 IN SAID RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE PERIMETER OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1. NORTH 00°25'23" EAST, A DISTANCE OF 460.43 FEET;
2. NORTH 89°34'37" WEST, A DISTANCE OF 194.30 FEET;
3. NORTH 00°25'23" EAST, A DISTANCE OF 199.93 FEET TO THE POINT OF BEGINNING

R-MN ANNEXATION CONCEPT PLAN

LAND USE		
	CURRENT	PROPOSED
JURISDICTION	Boulder County	City of Longmont
DISTRICT	Agricultural	Residential Mixed-Neighborhood



EXHIBIT C

PLAT NOTE

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

DISCLOSURE STATEMENT

REGARDING VANCE BRAND AIRPORT

(To be signed by purchaser at time of contract and recorded with the closing documents)

The purchasers of the property described in Exhibit A (legal description of each dwelling) attached hereto acknowledge that due to the proximity of the property to the Vance Brand Airport, there will be aircraft passing above the property. Aircraft passage may result in noise and other impacts on the property. Aircraft may cross above the property at low altitude in accordance with FAA regulations. The frequency of aircraft passing over the property may increase in the future. The purchasers, their heirs, successors and assigns specifically acknowledge, pursuant to the plat note, the right of passage over the property for aircraft and agree to hold harmless the City of Longmont for aircraft operations conducted in accordance with FAA regulations.

Vance Brand Airport is located one-half mile north of Nelson Road and south of the St. Vrain River, between Airport Road and N. 75th Street. Federal aviation regulations govern aircraft operations. Airport rules and regulations, as now exist or later enacted or amended, are on file with the City of Longmont and specify the standards for operation of the facility.

The property is subject to State (C.R.S. §41-1-107) and City (L.M.C. 15.03.130) and

federal laws regulating the use of the airspace above the property.

This Disclosure shall run with the land and applies to all heirs, successors and assigns of the purchasers so long as the Vance Brand Airport continues in operation.