

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

Table of Contents

Article	Page
ARTICLE ONE-CITY OBLIGATIONS	2
ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT	3
ARTICLE THREE-PHASING	4
ARTICLE FOUR-DRAINAGE	4
ARTICLE FIVE-STREETS AND TRANSPORTATION	6
ARTICLE SIX-UTILITIES	7
ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND AND SCENIC ENTRY CORRIDOR	10
ARTICLE EIGHT-EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT	10
ARTICLE NINE-COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC AND COMMON IMPROVEMENTS	11
ARTICLE TEN-INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT	12
ARTICLE ELEVEN-EASEMENT MAINTENANCE OF NORTHERN COLORADO WATER CONSERVANCY DISTRICT'S SOUTHERN WATER SUPPLY PROJECT	12
ARTICLE TWELVE-ENFORCEMENT	12
ARTICLE THIRTEEN-NON-CONTESTABILITY	12
ARTICLE FOURTEEN-MISCELLANEOUS	13
EXHIBIT A Legal Description of Annexation	
EXHIBIT B Concept Plan	
EXHIBIT C Preliminary RSVP Design	

1 through the approval of a PIA, the City Council, in its sole discretion, may allow the Owner to fully
2 pay in advance those funds necessary to accelerate the provision of urban services, subject to any
3 reimbursement provided by the LMC and ordinances. In no event, shall the City be liable to the Owner
4 for any damages, real or anticipated, resulting from any delay in the provision of urban services.

5 1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop
6 the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way.
7 Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of
8 eminent domain. The Owner shall pay, in advance, all acquisition costs the City may incur in
9 providing assistance, including any court costs and attorneys' fees.

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

12 2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to
13 develop and use the Property in a manner consistent with MU-E, Mixed Use Employment zoning; a
14 copy of the plan is attached as Exhibit B. The Owner's Concept Plan generally conforms to the
15 Envision Longmont Comprehensive Plan. All future development on the Property generally shall
16 conform to the Concept Plan and applicable ordinances in effect at the time of development and
17 building permit application. If the Concept Plan fails to conform to all ordinances at the time of
18 development, the Owner shall apply for amendments to the Concept Plan per the City's development
19 review procedures. In the event, however, that the Concept Plan fully complies with the then-existing
20 development ordinances of the City, then the Concept Plan shall guide the design, development and
21 intensity of uses depicted unless the City and Owner mutually agree to amend the same in
22 conformance with the City's development review procedures. The City shall retain full authority to
23 act in the public interest in exercising its municipal police powers, including considering or initiating
24 amendments or modifications of the zoning and Concept Plan for some or all of the parcels making
25 up the Property.

26 2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge
27 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
28 property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner
29 agrees that the Property will be subject to all ordinances currently in effect and as amended at the time
30 the Property develops, including any future phasing or growth management regulations that may be
31 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 or pay a cash-in-lieu fee as provided in Chapter 15.05.220 of the LMC.

ARTICLE THREE-PHASING

3.1 The Concept Plan proposes development of the Property in one 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

1 update the master drainage plan prior to review of each final plat to determine the configuration,
2 timing, and responsibility for the improvements.

3 4.2 Drainage Improvements.

4 4.2.1 The master drainage plan shall state the Owner's responsibility for on-site
5 drainage improvements. The master drainage plan may include construction of facilities to convey,
6 collect, and detain irrigation and storm water.

7 4.2.2 The master drainage plan shall also state the Owner's responsibility for off-
8 site improvements. The Owner's PIA will address these responsibilities in detail,
9 including any proportionate reimbursements from any property owners benefiting
10 from the improvements, as provided in the LMC and ordinances then in effect.

11 4.2.3 The entire Property lies within the Saint Vrain Creek Administrative floodway
12 as defined by the Federal Emergency Management Agency (FEMA)
13 Preliminary FIRM dated September 30, 2019. The City has commissioned a
14 comprehensive review of the St. Vrain Creek corridor titled the Resilient St.
15 Vrain Project (RSV) which provides recommendations and conceptual level
16 design for creek and flood protection improvements through this Property to
17 reduce impacts to the Property and the community from flooding. Preliminary
18 plans for improvements have been identified and are shown on Exhibit C to
19 this agreement.

20 a. The Owner agrees to dedicate right of way and/or easements at the
21 time of platting, or upon request of the City, as determined by the City
22 to be necessary for the construction of RSV improvements associated
23 with channel and flood protection improvements, including required
24 utility relocations, that will pass St. Vrain Creek flows adjacent to the
25 Property, or any other St. Vrain Creek improvements to carry 100-year
26 flood flows. The location, size and capacity of the channel and flood
27 protection improvements will be based on the final design of RSV.

28 b. The City will be responsible for the design, construction, and submittal
29 of materials to FEMA for proposed changes to the floodplain
30 designation in conjunction with RSV.

31 c. The Owner will be responsible for the design, construction and

1 submittal to FEMA to remove the development from the
2 Administrative Floodway if not removed through the RSV FEMA
3 process.

4 4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage
5 facilities shall be owned and maintained by the Owner or a homeowners/business association, or other
6 maintenance organization acceptable to the City, unless otherwise stated in the PIA. All drainage
7 improvements shall provide adequate public access for operation, maintenance, and inspection.

8 4.3 Storm Water Quality. The City of Longmont is identified as a Phase 2 City in the
9 National Pollutant Discharge Elimination System (NPDES). The Owner shall provide all storm water
10 quality provisions in accordance with all Federal, State and local regulations in effect at the time of
11 development.

12 13 **ARTICLE FIVE-STREETS AND TRANSPORTATION**

14 5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to
15 encumbrances acceptable to the City, the Owner shall dedicate by warranty deed or by Final Plat,
16 rights-of-way necessary for a public street system. All rights-of-way shall be consistent with the "City
17 of Longmont Public Improvements Design Standards and Construction Specifications" and the
18 Concept Plan. The rights-of-way include, but are not limited to, the following:

19 5.1.1 Sunset Street additional right of way to construct the full collector street
20 section.

21 5.2 Transportation Needs, Reimbursements and Credits.

22 5.2.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC, delineates
23 the Transportation Impact Fee for Arterial Streets.

24 5.2.2 The Owner has submitted and the City has approved the Owner's
25 transportation study. The Owner shall update the study with each final plat, unless waived by the
26 City.

27 5.2.3 To fully develop the Property, the Owner may need to construct certain on-
28 site and off-site transportation improvements, as identified in the approved traffic study, as updated,
29 and to acquire off-site right-of-way. Said transportation improvements shall be identified within the
30 PIA. The Owner shall be responsible for all acquisition costs for the off-site right-of-way, subject to
31 reimbursement as detailed in the PIA for each development phase.

1 5.2.4 The Owner shall construct or contribute to the cost of construction of all on-
2 site and off-site transportation improvements in a sequence acceptable to the City, to meet the
3 demands that development of each phase of the Property will generate, including the arterial and
4 collector streets identified in Paragraph 5.1.

5 5.2.5 The Owner's construction of arterial street improvements, and arterial
6 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
7 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
8 of the LMC, and as detailed in the Owner's PIA for each development phase.

9 5.2.6 The Owner is solely responsible for construction of all transportation
10 improvements to accommodate development of the Property that do not directly benefit other
11 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for
12 reimbursement to the Owner for these expenses.

13 5.2.7 The Owner shall pay the City for all costs for the street lighting system along
14 public rights-of-way within the Property and along public rights-of-way that border the Property.

15 5.2.8 The Owner shall construct off-site transportation improvements to serve the
16 Property, including but not limited to:

- 17 a) Sunset Street and/or Boston Avenue improvements as identified in the
18 Transportation Study or subsequent Transportation Studies.

19 5.2.9 The Owner shall provide written evidence of the consent or acknowledgment of
20 the owners of the property over whose property the secondary access to the property will be provided
21 as shown on the Concept Plan. Alternatively, the owner may obtain new easements from such
22 property owners pertaining to the secondary access. Satisfaction of the requirements of this Section
23 will be a condition to the approval of the Final Plat.

24 25 **ARTICLE SIX-UTILITIES**

26 6.1 General Requirements.

27 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property
28 is at the discretion of the City. Such decision to extend utilities shall either be made through a PIA or
29 the CIP, as outlined in Article One.

1 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase
2 of development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
3 Rates, Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont Public
4 Improvements Design Standards and Construction Specifications.

5 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
6 plans for on-site and off-site utility improvements.

7 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
8 improvements in the Owner's PIA.

9 6.1.5 Upon request by the City, and subject only to encumbrances acceptable to the
10 City, the Owner shall dedicate by separate instrument or by Final Plat, easements necessary for the
11 public utility system through the Property. The Owner shall obtain, at Owner's sole expense, and
12 dedicate to the City all necessary offsite easements and rights-of-way for the installation of the water
13 and sewer lines to serve the Property, and provide an all-weather access surface to all manholes,
14 valves and hydrants on the lines. Expenses for acquisition of easements shall be eligible for
15 reimbursement to the Owner from adjacent or other property owners benefiting from the easements,
16 according to City policy, if any, in effect at the time of development, as detailed in the Owner's PIA.

17 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the
18 future, to serve the Property based upon the timing of development of the Property relative to full
19 build out of existing annexed lands. Actual allocation of service shall be on a first come, first served
20 basis as determined by the City Council.

21 6.2 Electric Requirements.

22 6.2.1 The Owner shall pay the City for the cost of any electric utility extension or
23 facility relocation that development of the Property requires. If relocation requires additional or
24 expanded easements, the Owner shall provide the easements to the City, without cost, subject only to
25 encumbrances acceptable to the City. Expenses for acquisition of easements shall be eligible for
26 reimbursement to the Owner from adjacent or other benefiting property owners according to City
27 policy in effect at the time of development as detailed in the PIA.

28 6.2.2 Within 60 days of written notification by the City, the Owner shall reimburse
29 the City's electric utility for all costs associated with the transfer of service territory within the
30 Property to the City from other electric utilities. These costs shall include, but not be limited to,
31 transfer or removal of existing customer services, buy-out of utility facilities, and lost revenue

1 payments. The terms of transfers shall be dictated by the then applicable service territory transfer
2 agreements between the City and other electric utilities, including any specific agreement reached
3 concerning the property or by Colorado statutes. Transfer of the service territory, existing customers,
4 and resulting costs may occur in stages at the City's discretion.

5 6.2.3 All development approvals, building permits, and certificates of occupancy
6 shall be subject to payment of all reimbursable costs.

7 6.3 Water System Requirements.

8 6.3.1 The City has limited water transmission service and storage capacity. The
9 City provides water service on a first come, first served basis as determined by the City Council.

10 6.3.2 The Owner shall be solely responsible for construction of all water line
11 installations to serve the Property. The Owner shall construct a complete looped system to serve each
12 development phase.

13 6.3.3 All on-site water lines shall extend across each phase of the Property to the
14 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
15 Property. The Owner shall construct water lines to serve the Property, including but not limited to:

- 16 a) A minimum 8 inch diameter public water main loop through the site
17 extending from Sunset Street and the existing water main south of the
18 property to serve the property

19 6.3.4 The City shall determine the exact timing of installation of all water lines at
20 the time of final plat and PIA for each phase.

21 6.3.5 The Owner shall identify and report to the City all existing water services that
22 any water districts provide to the Property. The Owner shall pursue exclusion from all water districts
23 having jurisdiction over the Property before the annexation ordinance is recorded with the county
24 clerk and recorder. The Owner must provide proof of exclusion from all water districts before the
25 City will extend water service.

26 6.4 Sewer Line Requirements.

27 6.4.1 The Owner shall be solely responsible for construction of all sewer line
28 installations to serve the Property.

29 6.4.2 All on-site sewer lines shall extend across each phase of the Property to the
30 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
31 Property. The Owner shall construct sewer lines to serve the Property, including but not limited to:

1 a) A minimum 8 inch sanitary sewer main from Boston Avenue, through
2 Sunset Street, through the site to the eastern property boundary.
3

4 6.4.3 The City shall determine the exact timing of installation of all sewer lines at
5 the time of final plat for each phase.

6 6.4.4 All sanitary sewer service to the Property will be with a gravity sewer system.
7 Lift stations will not be allowed unless approved by the City.

8 6.5 Raw Water Requirements.

9 6.5.1 Before the annexation ordinance is recorded with the county clerk and
10 recorder, the Owner shall convey to the City all historical water rights appurtenant to the Property,
11 according to the City's raw water requirements. The Owner shall satisfy any raw water deficits
12 according to the City's then existing raw water requirements.
13

14 **ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND**
15 **AND SCENIC ENTRY CORRIDOR**
16

17 7.1 The Envision Longmont Comprehensive Plan identifies primary and other greenways.
18 Subject only to encumbrances acceptable to the City, the Owner shall construct and dedicate,
19 according to the LMC and ordinances then in effect, all primary and other greenway segments that
20 border or cross the Property in conjunction with each final plat, as depicted in the Envision Longmont
21 Comprehensive Plan, or the comprehensive plan then in effect.

22 7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way
23 landscaping, including bikeways, per the LMC and ordinances in effect at the time of development.

24 7.3 The parties acknowledge that per the current LMC and ordinances, it is the City's
25 responsibility to acquire, design and construct parks. The Owner shall reserve as parkland all areas
26 designated as such on the Concept Plan. Subsequent agreement(s) will specify the price for the land
27 and other details related to its transfer to City ownership. The assessed value of the land will be based
28 on pre-annexed, raw land values.
29

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

31 8.1 The Owner shall pursue exclusion of the Property from the Mountain View and/or

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

6
7 **ARTICLE NINE-COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC**
8 **AND COMMON IMPROVEMENTS**

9 9.1 The City may require the Owner to pay for other public improvements that relate to
10 development of the Property. These public improvements may benefit not only the Property, but also
11 adjacent landowners and the public.

12 9.2 The City shall assure construction of public improvements by requiring the Owner
13 to execute a PIA and to provide financial security before development of all or any applicable
14 phase of development, according to the LMC and ordinances then in effect.

15 9.3 Where the Owner constructs public improvements that will also benefit other
16 property owners and the public, reimbursement to the Owner shall be according to the LMC and
17 ordinances in effect at the time of development, and detailed in the Owner's PIA.

18 9.4 Where the Owner's property abuts or benefits from existing public improvements that
19 have been constructed by others (including the City), the Owner may be required to participate in
20 those public improvements according to the LMC and ordinances in effect at the time of development
21 and as detailed in the Owner's PIA.

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

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

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

16 11.1 If an easement for the Southern Water Supply Project (Carter Lake Pipeline) of the
17 Northern Colorado Water Conservancy District ever burdens the Property, the Owner shall landscape
18 the surface over the easement to the City's standards. The Owner shall then establish a
19 homeowners/business association, or other maintenance organization acceptable to the City, to
20 maintain the easement surface. Other types of surfacing may be considered if agreed to in writing
21 by the City, acting by and through the Planning and Development Services Director, as well as the
22 Northern Colorado Conservancy District.

23
24 **ARTICLE TWELVE-ENFORCEMENT**

25 12.1 The parties shall have the right to enforce the provisions of this Agreement by
26 appropriate remedy in law or equity, including specific performance.

27
28 **ARTICLE THIRTEEN-NON-CONTESTABILITY**

29 13.1 The Owner presents this Agreement to induce favorable consideration of the Petition
30 for Annexation. The City Council and the public are relying on the Owner's promises to perform this
31 Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy

1 any material provision of this Agreement, the Council may deem the Owner, and any grantees,
2 successors or assigns in interest found in violation, collectively to have petitioned for disconnection
3 of the annexed territory, according to the annexation laws of Colorado. For this article, the City may
4 consider each ownership entity separately, and may consider a violation by one ownership entity not
5 to be a violation by others.

7 **ARTICLE FOURTEEN-MISCELLANEOUS**

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

11 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
12 reference only and of no meaning in the interpretation or effect of this Agreement.

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

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

21 14.5 No Implied Representations. No representations, warranties or certifications, express
22 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

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

27 14.7 Financial Obligations of City. All financial obligations of the City under this
28 Agreement are contingent upon appropriation, budgeting, and availability of specific funds to
29 discharge such obligations. Nothing in this Agreement shall be deemed a debt of the City, nor a
30 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. Invalidation of any specific provision of this Agreement shall not affect the validity of any other provision of this Agreement.

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

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

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

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

CITY OF LONGMONT,
a municipal corporation

By: _____
MAYOR

ATTEST:

CITY CLERK

1 APPROVED AS TO FORM:

2
3
4 _____
5 ASSISTANT CITY ATTORNEY

_____ DATE

6
7
8 _____
9 PROOF READ

_____ DATE

10
11 APPROVED AS TO FORM AND SUBSTANCE:

12
13
14 _____
15 ORIGINATING DEPARTMENT

_____ DATE

16
17 CA File No. 21-001417

OWNER
Rivertown Longmont SPE, LLC

BY: _____
TITLE: _____

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me by _____,
(Name of party signing)

a member/partner/manager/limited partner/agent (select one) on behalf of _____
(Name of limited liability company)

a limited liability company, this _____ day of _____, 2021.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

EXHIBIT A

Rivertown Annexation

Legal Description

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS NORTH 00°00'00" EAST BETWEEN A FOUND 3-1/4 INCH ALUMINUM CAP MONUMENT IN RANGE BOX STAMPED LS 25614 AT THE SOUTH QUARTER CORNER OF SAID SECTION 4 AND A FOUND 2 INCH ALUMINUM CAP MONUMENT IN RANGE BOX STAMPED LS 24305 AT THE CENTER OF SAID SECTION 4.

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 4;

THENCE SOUTH 89°47'21" EAST A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SUNSET STREET;

THENCE NORTH 00°00'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1246.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD;

THENCE NORTH 79°26'16" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 61.03 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00°00'00" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SUNSET STREET A DISTANCE OF 337.10 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°00'00" WEST A DISTANCE OF 250.23 FEET;

THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°00'00" WEST A DISTANCE OF 161.82 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY AND EASTERLY LIMITS OF THE ROGERS GROVE ANNEXATION, RECORDED NOVEMBER 20, 2015 AS RECEPTION NO. 03486732 THE NEXT TEN COURSES AND DISTANCES;

THENCE NORTH 88°22'16" WEST A DISTANCE OF 142.90 FEET;

THENCE NORTH 78°49'24" WEST A DISTANCE OF 163.48 FEET;

THENCE NORTH 72°32'43" WEST A DISTANCE OF 155.24 FEET;

THENCE NORTH 71°47'43" WEST A DISTANCE OF 325.28 FEET;

THENCE NORTH 75°16'34" WEST A DISTANCE OF 171.24 FEET;

THENCE NORTH 63°55'38" WEST A DISTANCE OF 183.96 FEET;

THENCE NORTH 38°35'45" WEST A DISTANCE OF 155.87 FEET;

THENCE NORTH 46°00'09" WEST, 113.66 FEET;

THENCE NORTH 48°20'24" WEST, 25.57 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4;

THENCE SOUTH 00°32'31" EAST ALONG SAID WEST LINE A DISTANCE OF 1025.39 FEET;

1 THENCE SOUTH 89°35'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A
2 DISTANCE OF 1309.61 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 4, THE
3 POINT OF BEGINNING.

5 ANNEXATION CONTAINS: 935,658.1 SQUARE FEET OR 21.48 ACRES

4

- 1
- 2
- 3



1
2
3

EXHIBIT C

Rivertown Annexation Preliminary RSVP Design



