



**INTERGOVERNMENTAL AGREEMENT
BOULDER COUNTY AND THE TOWN OF NEDERLAND
FOR THE MUD LAKE PROPERTY**

This Intergovernmental Agreement between the Town of Nederland, a Colorado municipal corporation, P.O. Box 396, Nederland, Colorado 80466 (the "Town") and the County of Boulder, a body corporate and politic, P.O. Box 471, Boulder, Colorado 80306 (the "County") is executed to be effective December 17, 1999.

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RECITALS

A. Pursuant to Section 29-1-103, C.R.S., governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, when such agreements are authorized by each party to the agreement with the approval of the governing body.

B. The Town and the County desire to enter into this Intergovernmental Agreement to provide for the purchase of property for open space, affordable housing, certain Town services, an environmental education center, and to accomplish other land use objectives of the Town.

C. The Town and the County intend to share the costs of acquiring the property subject to this Agreement, as provided herein. This Agreement shall be presented to the Town Board of Trustees of Nederland and the Board of County Commissioners of Boulder County at public meetings for consideration.

D. As further explained in this Agreement, the County and the Town desire to jointly participate in the purchase of the Mud Lake Property, the Ridge Road Property and through exchange acquire the existing site for Len's Excavating and the Boulder Valley School District bus barn. The County's financial participation will be to acquire land for open space and affordable housing. The Town's contributions will be for open space, a new fire station, a new Town garage, and to further other land use objectives as further described herein.

I. MUD LAKE PROPERTY

A. The Mud Lake Property consists of approximately 257 acres of land bordering the Peak to Peak Highway north of and immediately adjacent to the Town. The Mud Lake Property is legally described as Tracts 1-7, The Highlands, Boulder County, and Lot 6, Hilltop Terrace Subdivision, Town of Nederland (collectively the "Mud Lake Property"). The Mud Lake Property is



located in Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County. Lot 6, Hilltop Terrace Subdivision is sometimes referred to herein as the "Access Property". The Mud Lake Property is bisected from east to west by County Road 128W. The portion of the Property located south of the north right-of-way line of County Road 128W, excluding the Access Property, is referred to in this Agreement as the "South Mud Lake Property". The portion of the Property located north of County Road 128W is referred to in this Agreement as the "North Mud Lake Property".

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B. The parties intend for the South Mud Lake Property to be used for industrial and residential development and open space. The parties intend for the North Mud Lake Property to be preserved as open space, except for an approximately 5 acre tract which will be for the Wild Bear Science School (the "School").

C. The Mud Lake Property is currently owned by Linda G. Heide ("Heide"). Pursuant to three Property Purchase Agreements between the Town and Heide, all of which are effective November 2, 1999, the Town has contracted to purchase the Mud Lake Property in three transactions over a period of almost three years (the "Heide Purchase Agreements").

D. The Heide Purchase Agreements provide for the Town to purchase:

(1) Tracts 6 and 7, the portion of Tracts 4 and 5, The Highlands, located south of the north right-of-way line of Highway 128W, and Lot 6, Hilltop Terrace Subdivision, the Access Property, for \$600,000 on or before January 31, 2000. This parcel is referred to in this Agreement as "Parcel A"; and

(2) Tract 3 and the portion of Tracts 4 and 5, The Highlands, located north of the north right-of-way line of Highway 128W for \$450,000 on or before December 31, 2000. This parcel is referred to in this Agreement as "Parcel B"; and

(3) Tracts 1 and 2, The Highlands for \$450,000 on or before December 1, 2001. This parcel is referred to in this Agreement as "Parcel C".

E. Parcels A, B and C are legally described on Exhibit A, attached hereto and by this reference made a part of this Agreement, and generally shown on the map identified as Exhibit B, attached hereto and by this reference made a part of this Agreement.



II. ANNEXATION AGREEMENT

A. The Town and Heide are parties to the Mud Lake Acquisition and Annexation Agreement entered into October 26, 1999, approved by the voters of the Town to be effective November 2, 1999, and recorded November 12, 1999 at Reception No. 1999202 in the real property records of the Boulder County Clerk and Recorder (the "Annexation Agreement").

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B. Pursuant to the Annexation Agreement, Town Ordinance No. 516, dated October 26, 1999 and recorded November 12, 1999 at Reception No. 1999201 of the real property records of the Boulder County Clerk and Recorder, and approval by the Town's voters of Ballot Question 2A at an election held on November 2, 1999, the South Mud Lake Property and Tract 6, The Highlands were annexed to the Town.

C. The Annexation Agreement provides that 4 acres of the South Mud Lake Property are zoned Industrial (the "South Mud Lake Industrial Parcel"), 18 acres of the South Mud Lake Property are zoned Mountain Residential, and the remainder of the South Mud Lake Property is zoned Forestry (the "South Mud Lake Open Space Parcel"). The 18 acres which are zoned Mountain Residential may consist of as many separate, non-contiguous parcels as determined by the Town, provided that the total of the parcels shall not exceed a total of 18 acres, and no more than 18 residential units may be located thereon. For convenience in this Agreement, the areas zoned Mountain Residential, which may be dispersed throughout the South Mud Lake Property, are referred to as the "South Mud Lake Residential Areas".

D. The parties anticipate that the Town garage, including the Town Public Works maintenance shops, (the "Town Shops") and Len's Excavating Inc. will be relocated to the South Mud Lake Industrial Parcel. The South Mud Lake Residential Areas will contain not more than 18 residential units, all or a portion of which will be sold by the Town to finance the objectives of this Agreement. The South Mud Lake Open Space Parcel will be preserved as open space and be subject to a conservation easement to be granted to the County.

E. The Annexation Agreement approves the annexation of the School Parcel to the Town. The Annexation Agreement specifies the preference of the Town that the School Parcel be developed in the County rather than the Town; however, the annexation is effective for the benefit of the School if the County does not approve the School development pursuant to County regulations. In the event the School Parcel is developed in the Town, the



zoning thereof will be Forestry and any development of the Parcel shall require a PUD.

III. RIDGE ROAD PROPERTY

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A. Heide and the Town are also parties to a Property Purchase Agreement (the "Ridge Road Purchase Agreement") effective November 2, 1999 for purchase of a 42 acre parcel on Ridge Road in the vicinity of State Highway 72 (the "Ridge Road Property"). Heide and the Town are also parties to a Ground Lease dated October 26, 1999 pursuant to which the Town is leasing the Ridge Road Property until January 31, 2002. The Ridge Road Property is legally described on Exhibit C, attached hereto and by this reference made a part of this Agreement.

B. The Ridge Road Purchase Agreement provides for the Town's purchase of the Ridge Road Property on or before December 31, 2000 for \$250,000.

C. The parties anticipate that the Boulder Valley School District ("BVSD") will exchange its existing site in the Town of Nederland for 4 acres of the Ridge Road Property, for relocation of the BVSD bus barn. The remaining 38 acres of the Ridge Road Property will be conveyed to the County and preserved as open space.

IV. AFFORDABLE HOUSING/FIRE STATION PARCELS

A. The parties intend that the current location of the Boulder Valley School District bus barn, at Highway 72 and 3rd Street and Len's Excavating, Inc., at 625 W. 3rd St., Nederland, will be converted to use for the new Town Fire Station. The current fire station site will be used for 12 units of Boulder County affordable housing and 2 Habitat for Humanity residences.

B. The creation of the affordable housing parcel and the relocation of the fire station are contingent upon BVSD exchanging the current bus barn site for the proposed 4 acre site on the Ridge Road Property.

V. FINANCIAL CONTRIBUTIONS

A. Initially, the County will contribute \$600,000 to the purchase of Parcel A. Provided all contingencies of this Agreement are satisfied, at the end of all transactions, the County shall have contributed \$306,000 for open space preservation and \$144,000 for affordable housing.



B. The Town's contributions will be to purchase Parcels B and C and the Ridge Road Property for \$1,150,000 and to reimburse the County \$150,000 for its contribution to Parcel A, all for open space preservation, a new fire station, the Town Shops site and its other land use objectives.

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AGREEMENT

NOW, THEREFORE, in consideration of the recitals, promises, payments, covenants and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the County and Town agree as follows:

1. Purchase of Parcel A of the Mud Lake Property. County shall pay \$600,000, as adjusted for reasonable and ordinary closing expenses, for the purchase of Parcel A. Closing shall occur on or before January 31, 2000. The parties anticipate that the closing, will be accelerated to December 17, 1999. At closing, title to the South Mud Lake Property and the Access Property shall be conveyed to the Town of Nederland. Title to the portion of Parcel A which is part of the North Mud Lake Property shall be conveyed to the County. The parties anticipate that Heide shall convey the portions of Parcel A to the Town and County directly. If Heide is unwilling to convey Parcel A by separate deeds, then the Town shall take title to the entirety of Parcel A and the Access Property, and immediately convey the portion of Tract 6 which is part of the North Mud Lake Property to County. Transfer of title from the Town to the County shall be by special warranty deed. All closing requirements of the Heide Purchase Agreement must be satisfied for the closing of Parcel A to occur.

2. Purchase of Parcels B and C of the Mud Lake Property. Town shall acquire Parcels B and C as provided in the Heide Purchase Agreements. County shall take title to each of Parcels B and C at the respective closings. To eliminate the lot line between the portions of Tracts 4 and 5 located in the North Mud Lake Property, County shall combine all of Parcel B on one deed at closing. If Heide is unwilling to convey directly to County, Town shall accept title to Parcels B and C, and immediately convey the Parcels to County by Special Warranty Deed. Closing and transfer of title shall take place as provided in the Heide Purchase Agreements for Parcels B and C. At County's request, Town shall assign to County its interest in the Heide Purchase Agreements for Parcels B and C.



3. Wild Bear Science School.

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(a) The parties anticipate that the School will pay the Town \$100,000 for an approximately 5 acre site in Parcel A in the North Mud Lake Property or Parcel B and an access easement to the site from State Highway 72 (the "Wild Bear Parcel"). The parties anticipate that the School, with Heide as co-applicant if necessary, will apply to the County for approval of its development application(s). If the Wild Bear Parcel is located within Parcel A, and is within the jurisdiction of the Town, or if the Wild Bear Parcel straddles Parcel A and Parcel B, and is therefore partially within the jurisdiction of the Town and partially within the jurisdiction of the County, the parties agree to cooperate to allow the initial development application to be processed by the County, and to allow the School the ability to annex into the Town if the County does not approve the development application. Regardless, the Wild Bear Parcel will be located so that none of the school buildings will be visible from State Highway 72 or Mud Lake. The exact location of the Wild Bear Parcel will be jointly determined by the County and the Town.

(b) The Town and County will cooperate in negotiating an agreement with the School for the purchase and development of the Wild Bear Parcel. The parties anticipate that the agreement with the School will include a division of land provision which will, subject to the governing authorities' standard contingencies, approve the division of the Wild Bear Parcel from Parcel A or B and the creation of the Wild Bear Parcel as a legal building lot with one development right with an access easement from State Highway 72 granted by the County. The School will apply to the Colorado Department of Transportation for an access permit from State Highway 72. The parties anticipate that the School will apply for a Special Use Permit that will allow the construction and use of a nature center, school, offices to support the school, exhibits, and a gift shop limited to 10% of the building space on the Wild Bear Parcel as provided in the Annexation Agreement, and the Town supports such an application. If the County approves the land development application(s) for construction of the School, and submits a disconnection petition in accordance with Colorado law, the Town shall promptly process the petition and disconnect the portion of Tract 6, The Highlands north of County Road 128W from the Town.

(c) If the County does not approve the development application(s) for the School submitted in accordance with this Agreement and the Annexation Agreement within one year after submission, the School shall have the right to (i) apply to the



Town for annexation of the Wild Bear Parcel, if not already subject to the Annexation Agreement, or (ii) designate a different location within Tract 6 of the North Mud Lake Property which is subject to the Annexation Agreement for location of the Wild Bear Parcel, so long as no part of the School building will be visible from Mud Lake or Highway 72. If the School applies to the Town for annexation of the Wild Bear Parcel, the County shall not oppose annexation and shall grant to the School an access easement and a one foot wide strip to provide contiguity to the existing boundaries of the Town. The County shall then submit, in accordance with Colorado law, a petition to disconnect the portion of Tract 6 within the North Mud Lake Property. If any portion of the Wild Bear Parcel or the access easement is located within Tract 6, the disconnection petition shall exclude the Wild Bear Parcel, and a one foot wide strip to the Wild Bear Parcel to provide contiguity to the existing boundaries of the Town. Upon receipt, the Town shall promptly process such disconnection petition so that the Wild Bear Parcel and the one foot wide strip shall remain within the boundaries of the Town and the remainder of Tract 6 in the North Mud Lake Property shall revert to the jurisdiction of the County.

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4. South Mud Lake Conservation Easement

(a) At the closing of Parcel A, Town shall convey a conservation easement in gross to County over the South Mud Lake Property (the "South Mud Lake Conservation Easement"). The South Mud Lake Conservation Easement shall provide that the total acreage of the South Mud Lake Residential Areas shall not exceed 18 acres and that the total number of units located in the South Mud Lake Residential Areas shall not exceed 18 residential units. The improvements and uses within the Residential Areas shall be any of those allowed within the Mountain Residential Zoning area of the Town. The South Mud Lake Residential Areas may consist of as many separate, non-contiguous parcels as determined by the Town, so long as the South Mud Lake Residential Areas do not contain more than 18 acres and not more than 18 residential units are permitted to be located on the entirety of the South Mud Lake Residential Areas. The South Mud Lake Conservation Easement shall also provide that the South Mud Lake Industrial Parcel shall contain no more than 2 uses and be no more than a total of 4 acres in size, and that the remainder of the South Mud Lake Property shall be used solely for passive open space. The South Mud Lake Conservation Easement shall recognize the land uses described in the Annexation Agreement and shall provide that the Town shall have the sole right to identify the locations for the South Mud Lake Industrial Parcel, the South Mud Lake Residential Areas, and the roads and utilities to serve them. The South Mud



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Lake Conservation Easement shall also allow the Town to prepare PUDs for creation of the South Mud Lake Industrial Parcel and Residential Areas and allow all roads and utility easements necessary to serve the uses of such Parcels. The South Mud Lake Open Space Parcel shall consist of all of the South Mud Lake Parcel except the South Mud Lake Residential Areas, the South Mud Lake Industrial Parcel, all existing roads, those additional roads necessary to serve such Parcels and Areas, utility easements for utilities necessary to serve such Parcels and Areas, and any underground utilities deemed necessary by the Town. The area of the roads and utility easements shall not be counted against the size limitations for the South Mud Lake Residential Areas and the South Mud Lake Industrial Parcel.

(b) With respect to the South Mud Lake Open Space, the South Mud Lake Conservation Easement shall provide that (i) the South Mud Lake Open Space shall be managed by the Town; (ii) any activity that interferes with passive open space, including but not limited to the erection of any structures (except those consistent with passive open space), the commercial harvesting of timber, motorized use of the property, or the building or expansion of any roads shall be prohibited; and (iii) public non-motorized uses, including but not limited to trails and trail amenities (such as picnic tables, fences, and signage), hiking, non-commercial photography, horseback riding, mountain biking, and educational purposes shall be permitted in the Town's discretion.

(c) The parties agree that, if necessary after the Town has completed its review of PUD's and other land use applications, they will execute amendment(s) to the South Mud Lake Conservation Easement to define the exact locations of the South Mud Lake Industrial, Residential and Open Space Parcels.

5. Ridge Road Property.

(a) It is anticipated that BVSD will acquire four acres of the Ridge Road Property (the "BVSD Ridge Road Parcel") for location of the new BVSD bus barn and BVSD shall convey its existing bus barn site (the "Existing Bus Barn Parcel") to the Town. If BVSD agrees to such exchange, the Town anticipates using the Existing Bus Barn Parcel for the location of the new Town fire station of the Nederland Fire Protection District. Town will be responsible for negotiating all agreements with BVSD and preparing all conveyance documents.

(b) It is further anticipated that the Town will acquire title to the Ridge Road Property in accordance with the



Ridge Road Purchase Agreement. Prior to the closing on the Ridge Road Property, the County shall hold a public hearing to consider the division of land to create the BVSD Ridge Road Parcel. Provided County has approved the division of land to create the BVSD Ridge Road Parcel, at closing, the Town shall convey 38 acres of the Ridge Road Property to County to be managed as provided in the Open Space Management Plan described herein. The Town shall retain the BVSD Ridge Road Parcel.

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(c) Provided agreement is reached with BVSD for the proposed exchange, the Town, with Heide, BVSD and/or the Boulder County Parks and Open Space Department as co-applicants if necessary, will apply to the County for a Special Use Review for the BVSD bus barn. The application shall be subject to all Boulder County Land Use regulations then in effect. If the application is approved, the Town shall convey the BVSD Ridge Road Parcel to BVSD in exchange for the Existing Bus Barn Parcel.

(d) If the Town determines after good faith negotiations, that the BVSD Bus Barn will not be relocated to the BVSD Ridge Road Parcel within a reasonable time, or if the Special Use application for the BVSD bus barn is denied, the Town shall promptly convey to the County a conservation easement over the BVSD Ridge Road Property (the "BVSD Ridge Road Conservation Easement"). The BVSD Ridge Road Conservation Easement shall provide that the BVSD Ridge Road Parcel may be used solely as a single family residence, or for a public use.

6. Existing Fire Station Parcel.

(a) The Town anticipates that (i) upon exchange of the BVSD Bus Barn Parcel for the BVSD Ridge Road Parcel; and (ii) the relocation of Len's Excavating, Inc., to the South Mud Lake Industrial Parcel, and (iii) the construction of the new fire station, the Town will be able to convey, or cause the conveyance of the Existing Fire Station Parcel to the County. Such conveyance shall be by Special Warranty Deed and shall contain no exceptions other than taxes and assessments for the current year and restrictions, covenants and agreements acceptable to County. County shall have the right to conduct inspections of the Existing Fire Station Parcel and to refuse to accept title to the property in its sole discretion. Closing shall occur after the Fire Protection District has moved to its new site at a time agreeable to the parties.

(b) In the event that the Town conveys the Existing Fire Station Parcel to the County, upon receipt of an application



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that verifies that the Existing Fire Station Parcel is subject to rezoning as Neighborhood Commercial, the Town shall promptly process such application in accordance with the applicable Town codes, so that the Existing Fire Station Parcel may be rezoned to Neighborhood Commercial in order to allow affordable housing to be constructed on the parcel. The County shall have the right to locate 12 units of affordable housing on the site, subject to compliance with Town land use regulations. Two additional sites shall be available for Habitat for Humanity residences. The Town and the County shall cooperate in negotiations with Habitat for Humanity and documentation necessary to convey the two residential sites to Habitat for Humanity. County agrees to work with Habitat for Humanity to construct compatible units.

(c) Upon submission by the County or the Boulder County Housing Authority of a replat or PUD application consistent with all applicable Town requirements to replat the Existing Fire Station Parcel to allow for the 14 dwelling units identified above and access to such units and to accomplish the goals of this Paragraph, the Town shall promptly process such application in accordance with the applicable Town codes.

(d) If the Town is not able to cause the conveyance of the Existing Fire Station Parcel to the County, or approve the replat or PUD or rezoning application(s) submitted in accordance with this Agreement, the provisions of this Paragraph shall be void. The County's sole remedy will be receipt of \$144,000 from escrowed funds or from Town funds for the affordable housing parcel, alternate lots, or a combination thereof as provided in Paragraph 8, below.

7. Open Space Management. The North Mud Lake Property and the Ridge Road open space shall be managed by the County, based upon a management plan approved by the parties. The management plan will provide for public passive recreational use of the open space, and shall allow the School to participate in the maintenance of the property on a volunteer basis as part of the School's curriculum. The management plan shall prohibit any activity that interferes with passive open space, including but not limited to the erection of any structures (except for fences and other structures normally associated with Boulder County open space), the commercial harvesting of timber, motorized use of the property, or the building or expansion of any roads. The parties agree that trails to access Mud Lake shall be permitted on the Property. The management plan shall provide that the Town and the County will consider other uses of the properties and jointly agree on appropriate public non-motorized uses, including but not limited to trails and trail amenities (such as picnic tables,



fences, and signage), ice skating, hiking, non-commercial photography, horseback riding, mountain biking, and educational purposes. Uses that are prohibited under the Boulder County Open Space Sales Tax Resolution shall also be prohibited on the property.

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8. South Mud Lake Residential Areas Escrow and Affordable Housing Alternatives.

(a) The parties acknowledge that the Town intends to sell the lots to be created on the South Mud Lake Residential Areas. Town agrees that the funds it receives from sale of the South Mud Lake Residential Areas lots shall be placed in escrow with an escrow agent satisfactory to the parties. The escrow agreement shall provide that the escrowed funds shall be paid as follows: first to reimburse Boulder County \$150,000 for Parcel A, second to the purchase price for Parcel B, third to the purchase price for the Ridge Road Property, fourth to the purchase price for Parcel C, and fifth as provided in subsection (b) below. All interest earned shall accrue to the escrowed funds.

(b) In the event that the Existing Fire Station Parcel is not conveyed to and accepted by the County within three years of the date of this Agreement, and none of the events listed below occur, the Town shall be required to either (i) provide lots to build 12 dwelling units within the Town for affordable housing at a location or locations reasonably acceptable to the County, or (ii) pay the County from the escrow described herein \$12,000 for each dwelling unit which the Town does not provide up to 12 dwelling units (\$144,000), or (iii) any combination as determined by the Town of lots, reasonably acceptable to the County, and cash. If the escrowed funds are insufficient to pay all or a portion of the sums due the County under this paragraph, the Town shall pay the County from Town funds. If any one of the following events occur, the County shall not be entitled to any lots or the cash identified in this paragraph: (i) the County unreasonably refuses to accept the Existing Fire Station Parcel, (objections to environmental, title or other conditions which make the intended use of the parcel for affordable housing impracticable shall be deemed reasonable objections); or (ii) the County unreasonably refuses to approve a building permit for the construction of a new BVSD bus barn as provided in Paragraph 5, above.

(c) The escrow agreement shall terminate upon the earlier to occur of the following: (i) the Town has deposited the funds from all 18 residential lots and less than \$5,000 of escrowed funds remain undispersed; (ii) Parcels B and C and the



Ridge Road Parcel have been acquired and the Town has conveyed the Existing Fire Station Parcel to the County or met the requirements for payment of the County therefor as set forth in subparagraph (b) above; or (iii) agreement of the parties. Upon termination of the escrow agreement, all escrowed funds shall be released to the Town. The escrow instructions for the sale of the South Mud Lake Residential Areas lots shall be submitted to County at least 10 days in advance of any lot closings. The escrow instructions shall include the provisions contained in this paragraph and the form shall be acceptable to the parties.

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9. Environmental Issues. The parties acknowledge that there are certain areas of the Mud Lake Property which have been used for dumping of household goods. Dump sites have been observed in Tract 6, The Highlands, in the vicinity of Mud Lake, and in the southeast corner of the South Mud Lake Property. The parties agree that the dump sites should be cleaned up in accordance with all applicable regulations. The Town agrees to supply the labor and equipment to remove the debris from the dump sites on the Mud Lake Property. County agrees to provide roll-offs for placement of the debris, and to appropriately dispose of the contents thereof. The County further agrees that this clean-up effort will be separate and distinct from the annual Town Spring Clean-Up. The parties do not anticipate that any of the debris will need to be transported to specially authorized dump sites. If it becomes necessary to transport debris to special locations and additional costs are assessed, the parties agree to cooperate to pay for appropriate clean-up of the sites. It is anticipated that the School will also assist in the clean-up of the Mud Lake Property. The parties will agree on a clean-up plan. It is anticipated that clean-up of each Parcel will occur within one year after the closing of each Parcel.

10. Road Vacations. Within 6 months after the purchase of Parcel C is closed, County shall process a road vacation to vacate the portion of County Road 126J which crosses Tracts 2, 3, and 4, The Highlands.

11. Exemption from Taxes. The County acknowledges that by the terms of the Heide Purchase Agreements and the Ridge Road Purchase Agreements, and the lease of such properties by the Town prior to acquisition thereof, such properties are set aside for public purposes and not subject to property taxation pursuant to Colorado law, effective on the Mud Lake Property September 8, 1999, and on the Ridge Road Property October 26, 1999.

12. Trespassers. The Heide Purchase Agreements note that the seller of the properties has agreed to cooperate in defending



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or pursuing proceedings to evict any trespassers on Parcels A, B or C. In the event that the Town or the County determines to pursue such proceedings or is required to defend any claims of trespassers within three years of this Agreement, the Town will seek to obtain the assistance of Seller under the Heide Purchase Agreements to gather and compile information she may have that will aid the Town or the County in prosecuting or defending such proceeding.

13. Title Insurance and Inspection.

(a) Prior to the closing on Parcel A, Town shall arrange for County to receive a title insurance commitment insuring its ownership of a conservation easement in gross over the South Mud Lake Parcel and fee simple ownership of the portion of Tract 6, The Highlands located within the North Mud Lake Parcel. The title commitment shall include copies of all exception documents identified in the commitment. The title insurance commitment shall be on a form acceptable to the County, and issued by First Colorado Title Corporation, or another title insurance company, acceptable to the parties, which maintains an office in Boulder County, and is authorized to do business in the State of Colorado. If the title commitment contains exceptions which are not acceptable to County, then County may attempt to negotiate cure of the title defects with the Town and Heide. If cure is not possible, County shall negotiate in good faith to attempt to resolve all issues and to proceed with its other obligations under this Agreement, to the extent possible.

(b) At the closings of Parcel B and the Ridge Road Property, and Parcel C, Town shall arrange for County to receive the title insurance commitments described in the Heide Purchase Agreements for Parcels B and C, and the Ridge Road Property Purchase Agreements. County shall have all rights to review title and object to title within the time periods as provided to Town under these Agreements. Town represents and warrants to County that it has not received title commitments for Parcel B, C or the Ridge Road Property. Town shall deliver commitments to County for each parcel within 5 days after receipt of each commitment. To the extent the parties determine necessary, Town agrees to assign to County its rights under these Agreements, but Town shall retain the obligations to pay for these purchases. If title is not acceptable to County, in County's sole discretion, County may refuse to accept title to any of Parcels B, the Ridge Road Property and/or Parcel C.

(c) County shall also have the right to conduct inspections of Parcel B, the Ridge Road Property and Parcel C



prior to each year's closing, as well as to inspect the Existing Fire Station Parcel. If in the County's sole discretion, the condition of any of these properties is unacceptable, County may refuse to take title to any of these parcels.

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14. Non-Appropriation of Funds. Financial obligations of the parties for future fiscal years shall be subject to budgeting and appropriation by the Town Board of Trustees and the Board of County Commissioners. In the event funds are not appropriated for such obligations, the parties shall be released from all obligations to make such payments, but shall remain subject to all other provisions of this Agreement which do not require appropriations.

15. Remedies. Upon default of this Agreement by either party, the other party may proceed to protect and enforce its rights by such suit, action, or special proceedings as the non-defaulting party shall deem appropriate under the circumstances, including without limitation an action in mandamus or for specific performance. The prevailing party in any litigation shall be entitled to its costs and attorney fees from the defaulting party.

16. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Town and the County. No third parties are granted any rights under this Agreement, and neither the Town nor the County has obligated itself to any third parties by executing this Agreement.

17. Notice. Whenever notice is required to be given hereunder, it shall be in writing and may be sent by facsimile or delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered or sent by facsimile, said notice shall be effective and complete upon delivery or transmission of the facsimile. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice shall be given as follows:



Boulder County Clerk, CO AG

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D 0.00

To the County: The Director
Boulder County Parks and Open Space
P.O. Box 471
Boulder, Colorado 80306
Facsimile number: 303-441-4594

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With a copy to:
The Boulder County Attorney's Office
Post Office Box 471
Boulder, Colorado 80306
Facsimile number: 303-441-4794

To the Town:
Mayor, Town of Nederland
145 East First Street
P.O. Box 396
Nederland, CO 80466
Facsimile number: 303-258-1240

With a copy to:
Dietze & Davis, P.C.
Attn: Kathleen E. Haddock, Esq.
2060 Broadway, Suite 400
Boulder, CO 80302
Facsimile number: 303-440-4036

18. Counterparts. This Agreement may be executed in any number of counterparts, which when combined shall be deemed a complete original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

19. Recording. This Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

20. Severability. If any part of this Agreement is found, decreed or held to be void or unenforceable such finding, decree or holding shall not affect the other remaining provisions of this Agreement which shall remain in full force and effect.

21. Survival. The parties agree that, except for such of the terms, conditions, covenants and agreements included herein which are, by their very nature fully and completely performed upon the closing of the purchase-sale transactions provided for in this Agreement, all of the terms, conditions, representations, warranties, and covenants of this Agreement shall survive the closing of any purchase-sale transactions and shall continue after



said closings to be binding upon and inure to the benefit of the parties, their successors and assigns.

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IN WITNESS WHEREOF, Town and County have executed this Agreement on the dates set forth in their respective acknowledgments intending that this Agreement be effective as of the day and year first above set forth.

COUNTY OF BOULDER, a body corporate and politic

By: Ronald K Stewart
Ronald K. Stewart, Chair

TOWN OF NEDERLAND
By: James R. Miller
James R. Miller, Mayor

ATTEST:

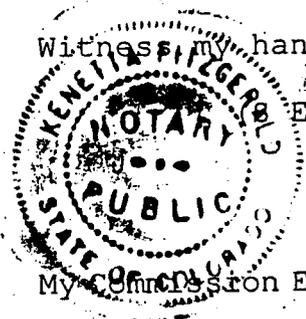
Sheridan Garcia
Sheridan Garcia, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

25-17

The foregoing instrument was acknowledged before me this 17th day of December, 1999, by Ronald K. Stewart, Chair of the Board of County Commissioners of Boulder County, Colorado, a body corporate and politic.

Witness my hand and official seal.



(S E A L)

[Handwritten Signature]

Notary Public

My Commission Expires: June 22, 2002

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 17th day of December, 1999, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)



[Handwritten Signature]

Notary Public

My Commission Expires: June 22, 2002



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D 0.00

EXHIBIT LIST

- EXHIBIT A - Legals Descriptions for Parcels A, B and C, Mud Lake Property 25-12
- EXHIBIT B - Map of Mud Lake Property
- EXHIBIT C - Legal Description for Ridge Road Property



Boulder County Clerk, CO AG

R 8.00

2008471
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EXHIBIT A

PARCEL A

25-19

TRACT A

THAT PART OF THE SOUTH 1/2 OF SECTION 12, T. 1 S., R. 73 W. OF THE 6TH P.M., BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE S1/4 CORNER OF THE SAID SECTION 12; THENCE N 88 DEG. 41'28" W ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 12, 2722.09 FT. TO THE SW CORNER OF THE SAID SECTION 12; THENCE N 0 DEG. 37'59" E, ALONG THE WEST LINE OF THE SW1/4 OF THE SAID SECTION 12, 1189.03 FT. TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE FOR COUNTY ROAD NO. 128W; THENCE ALONG THE SAID NORTH RIGHT OF WAY EASEMENT LINE THE FOLLOWING 16 COURSES: S 79 DEG. 22'29" E, 141.79 TO A P.C.; THENCE ALONG THE ARC OF A 340.00 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 26 DEG. 35'13") AN ARC DISTANCE OF 157.77 FT. TO A P.T.; THENCE N 74 DEG. 02'18" E, 128.49 FT. TO A P.C.; THENCE ALONG THE ARC OF A 252.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 36 DEG. 24'37") AN ARC DISTANCE OF 160.14 FT. TO A P.T.; THENCE S 69 DEG. 33'05" E, 186.93 FT. TO A P.C.; THENCE ALONG THE ARC OF A 360.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 21 DEG. 04'00") AN ARC DISTANCE OF 132.37 FT. TO A P.T.; THENCE S 48 DEG. 29'05" E, 180.80 FT. TO A P.C.; THENCE ALONG THE ARC OF A 110.0 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 57 DEG. 07'25") AN ARC DISTANCE OF 109.67 FT.; THENCE ALONG THE ARC OF A 172.00 FT. RADIUS REVERSE CURVE TO THE RIGHT (CENTRAL ANGLE OF 41 DEG. 12'38") AN ARC DISTANCE OF 123.71 FT.; THENCE ALONG THE ARC OF A 605.00 FT. RADIUS REVERSE CURVE TO THE LEFT (CENTRAL ANGLE OF 13 DEG. 03'07") AN ARC DISTANCE OF 137.82 FT. TO A P.T.; THENCE S 77 DEG. 26'58" E, 317.50 FT. TO A P.C.; THENCE ALONG THE ARC OF A 545.00 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 14 DEG. 27'53") AN ARC DISTANCE OF 137.59 FT. TO A P.T.; THENCE N 88 DEG. 05'09" E, 225.06 FT.; THENCE S 80 DEG. 40'32" E, 266.99 FT. TO A P.C.; THENCE ALONG THE ARC OF A 430.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 10 DEG. 10'36") AN ARC DISTANCE OF 76.38 FT. TO A P.T.; THENCE S 70 DEG. 29'56" E, 534.29 FT. TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 72.; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 3 COURSES: THENCE ALONG THE ARC OF A 1366.40 FT. RADIUS NON-TANGENTIAL CURVE TO THE RIGHT (CENTRAL ANGLE OF 18 DEG. 46'27") AN ARC DISTANCE OF 447.73 FT. AND WHOSE CHORD BEARS S 05 DEG. 07'27" E, 445.73 FT.; THENCE S 03 DEG. 35'50" W, 99.99 FT.; THENCE S 04 DEG. 15'47" W, 79.36 FT. TO A POINT ON THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 12; THENCE N 87 DEG. 26'58" W ALONG THE SAID SOUTH LINE, 185.01 FT. TO THE S1/4 CORNER OF SAID SECTION 12, AND THE POINT OF BEGINNING, CONTAINING 62.38 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS LEGAL DESCRIPTION WAS PREPARED BY
 JOSEPH F. ASMUS, P.L.S. #27258
 DEC. 2, 1999



Boulder County Clerk, CO AG

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EXHIBIT A PARCEL B

25-20

TRACT B

THAT PART OF SECTION 12, T. 1 S., R. 73 W. OF THE 6TH P.M., BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE S1/4 CORNER OF THE SAID SECTION 12; THENCE N 88 DEG. 41'28" W ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 12, 2722.09 FT. TO THE SW CORNER OF THE SAID SECTION 12; THENCE N 0 DEG. 37'59" E, ALONG THE WEST LINE OF THE SW1/4 OF THE SAID SECTION 12, 1692.97 FT.; THENCE N 64 DEG. 17'07" E, 2463.71 FT.; THENCE N 81 DEG. 06'59" E, 259.24 FT. TO THE TRUE POINT OF BEGINNING; THENCE S 79 DEG. 48'15" E, 292.33 FT.; THENCE S 54 DEG. 28'01" E, 172.36 FT. TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 72; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING 7 COURSES: S 35 DEG. 21'47" W, 535.17 FT.; THENCE S 33 DEG. 41'49" W, 99.94 FT.; THENCE ALONG THE ARC OF A 638.96 FT. RADIUS NON-TANGENTIAL CURVE TO THE LEFT (CENTRAL ANGLE OF 58 DEG. 30'00") AN ARC DISTANCE OF 652.39 FT., AND WHOSE CHORD BEARS S 06 DEG. 06'47" W, 624.42 FT.; THENCE S 21 DEG. 28'15" E, 99.94 FT.; THENCE S 23 DEG. 08'13" E, 627.60 FT.; THENCE S 22 DEG. 28'16" E, 99.99 FT.; THENCE ALONG THE ARC OF A 1366.40 FT. RADIUS NON-TANGENTIAL CURVE TO THE RIGHT (CENTRAL ANGLE OF 8 DEG. 37'33") AN ARC DISTANCE OF 205.71 FT. AND WHOSE CHORD BEARS S 18 DEG. 49'26" E, 205.52 FT. TO A POINT ON THE NORTHERLY RIGHT OF WAY EASEMENT LINE OF COUNTY ROAD NO. 128W; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY EASEMENT LINE THE FOLLOWING 6 COURSES: N 70 DEG. 29'56" W, 534.29 FT. TO A P.C.; THENCE ALONG THE ARC OF A 430.00 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 10 DEG. 10'36") AN ARC DISTANCE OF 76.38 FT. TO A P.T.; THENCE N 80 DEG. 40'32" W, 266.99 FT.; THENCE S 88 DEG. 05'09" W, 225.06 FT. TO A P.C.; THENCE ALONG THE ARC OF A 545.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 14 DEG. 27'53") AN ARC DISTANCE OF 137.59 FT. TO A P.T.; THENCE N 77 DEG. 26'58" W, 207.10 FT.; THENCE LEAVING THE SAID NORTHERLY LINE, N 29 DEG. 45'58" E, 1970.29 FT.; THENCE N 09 DEG. 44'24" E, 251.88 FT. TO THE TRUE POINT OF BEGINNING, CONTAINING 29.77 ACRES MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS LEGAL DESCRIPTION WAS PREPARED BY
 JOSEPH F. ASMUS, P.L.S. #27258
 DEC. 2, 1999



EXHIBIT A

PARCEL C

25-21

TRACT C

THAT PART OF SECTION 12, T. 1 S., R. 73 W. OF THE 6TH P.M., BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE S1/4 CORNER OF THE SAID SECTION 12; THENCE N 88 DEG. 41'28" W ALONG THE SOUTH LINE OF THE SW1/4 OF SAID SECTION 12, 2722.09 FT. TO THE SW CORNER OF THE SAID SECTION 12; THENCE N 0 DEG. 37'59" E, ALONG THE WEST LINE OF THE SW1/4 OF THE SAID SECTION 12, 1189.03 FT. TO A POINT ON THE NORTH RIGHT OF WAY EASEMENT LINE FOR COUNTY ROAD NO. 128W, AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WEST LINE, N 0 DEG. 37'59" E, 503.94 FT.; THENCE N 64 DEG. 17'07" E, 2463.71 FT.; THENCE N 81 DEG. 06'59" E, 259.24 FT.; THENCE S 09 DEG. 44'24" W, 251.88 FT.; THENCE S 29 DEG. 45'58" W, 1970.29 FT. TO A POINT ON THE NORTHERLY RIGHT OF WAY EASEMENT LINE OR COUNTY ROAD 128W; THENCE ALONG THE SAID NORTHERLY LINE THE FOLLOWING 11 COURSES:
 THENCE N 77 DEG. 26'58" W, 110.40 FT. TO A P.C.; THENCE ALONG THE ARC OF A 605.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 13 DEG. 03'07") AN ARC DISTANCE OF 137.82 FT.; THENCE ALONG THE ARC OF A 172.00 FT. RADIUS REVERSE CURVE TO THE LEFT (CENTRAL ANGLE OF 41 DEG. 12'38") AN ARC DISTANCE OF 123.71 FT.; THENCE ALONG THE ARC OF A 110.00 FT. RADIUS REVERSE CURVE TO THE RIGHT (CENTRAL ANGLE OF 57 DEG. 07'25") AN ARC DISTANCE OF 109.67 FT. TO A P.T.; THENCE N 48 DEG. 29'05" W, 180.80 FT. TO A P.C.; THENCE ALONG THE ARC OF A 360.00 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 21 DEG. 04'00") AN ARC DISTANCE OF 132.37 FT. TO A P.T.; THENCE N 69 DEG. 33'05" W, 186.93 FT. TO A P.C.; THENCE ALONG THE ARC OF A 252.00 FT. RADIUS CURVE TO THE LEFT (CENTRAL ANGLE OF 36 DEG. 24'37") AN ARC DISTANCE OF 160.14 FT. TO A P.T.; THENCE S 74 DEG. 02'18" W, 128.49 FT. TO A P.C.; THENCE ALONG THE ARC OF A 340.00 FT. RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE OF 26 DEG. 35'13") AN ARC DISTANCE OF 157.77 FT. TO A P.T.; THENCE N 79 DEG. 22'29" W, 141.79 FT. TO A POINT ON THE WEST LINE OF THE SAID SW1/4 SECTION 12, AND THE TRUE POINT OF BEGINNING, CONTAINING 53.44 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS LEGAL DESCRIPTION WAS PREPARED BY
 JOSEPH F. ASMUS, P.L.S. #27258
 DEC. 2, 1999

25-2a

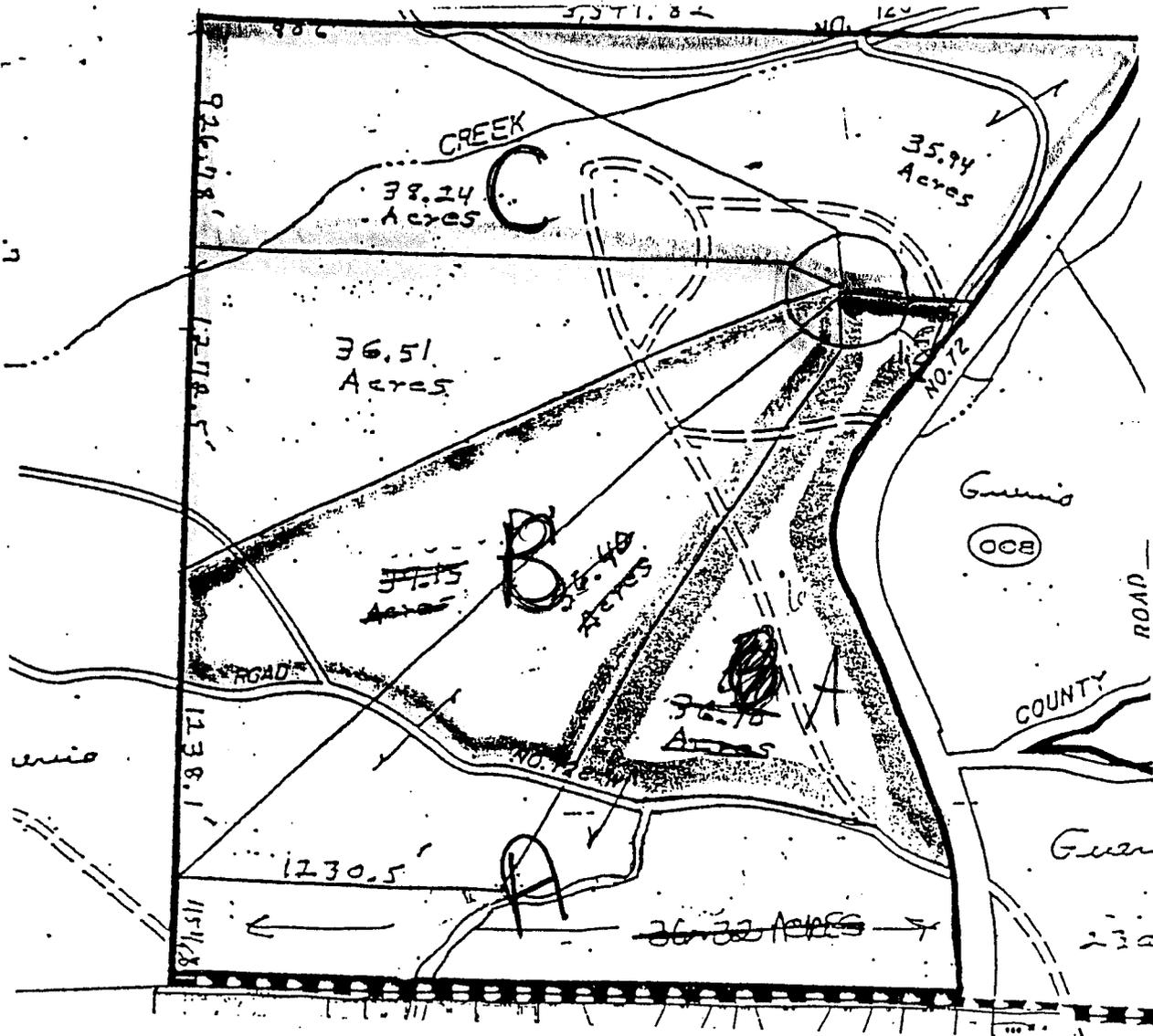


EXHIBIT B



COPY

EXHIBIT C

25-23

ALL THAT PORTION OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE 6th P.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 12, THENCE SOUTH 87°26'58" EAST 184.39 FEET ALONG THE SOUTH LINE OF SAID SECTION 12 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NUMBER 72 AS DESCRIBED BY DEED RECORDED IN BOOK 1301 AT PAGES 435, 436 AND 437 IN THE BOULDER COUNTY, COLORADO RECORDS, THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID COLORADO STATE HIGHWAY NUMBER 72 AS FOLLOWS:

THENCE NORTH 04°23'00" EAST 80.05 FEET;
THENCE NORTH 03°43'03" EAST 99.99 FEET;
THENCE NORTHWESTERLY 653.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1366.40 FEET, A CENTRAL ANGLE OF 27°24'00" AND THE CHORD OF WHICH BEARS NORTH 09°19'00" WEST 647.23 FEET;
THENCE NORTH 22°21'03" WEST 99.99 FEET;
THENCE NORTH 23°01'00" WEST 627.60 FEET;
THENCE NORTH 21°21'02" WEST 99.94 FEET;
THENCE NORTHEASTERLY 652.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 638.96 FEET, A CENTRAL ANGLE OF 58°30'00" AND THE CHORD OF WHICH BEARS NORTH 06°14'00" EAST 624.42 FEET;
THENCE NORTH 33°49'02" EAST 99.94 FEET;
THENCE NORTH 35°29'00" EAST 928.50 FEET;
THENCE NORTH 35°09'00" EAST 100.00 FEET;
THENCE NORTHEASTERLY 416.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2798.79 FEET, A CENTRAL ANGLE OF 08°32'00" AND THE CHORD OF WHICH BEARS NORTH 31°13'00" EAST 416.45 FEET;
THENCE NORTH 27°17'00" EAST 100.00 FEET;
THENCE NORTH 26°57'00" EAST 248.50 FEET;
THENCE NORTH 28°07'01" EAST 99.97 FEET;
THENCE NORTHEASTERLY 25.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 884.51 FEET, A CENTRAL ANGLE OF 01°40'56" AND THE CHORD OF WHICH BEARS NORTH 27°47'28" EAST 25.97 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE (LEAVING THE WESTERLY RIGHT OF WAY LINE OF SAID COLORADO STATE HIGHWAY NUMBER 72) NORTH 89°08'08" WEST 915.66 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE NORTH 89°00'34" WEST 2676.16 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 12;
THENCE SOUTH 01°20'45" WEST 1266.56 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO THE WEST QUARTER CORNER OF SAID SECTION 12;
THENCE SOUTH 00°35'00" WEST 2625.71 FEET ALONG THE WEST LINE OF SAID SECTION 12 TO THE SOUTHWEST CORNER OF SAID SECTION 12;
THENCE SOUTH 88°43'10" EAST 2722.71 FEET ALONG THE SOUTH LINE OF SAID SECTION 12 TO THE SOUTH QUARTER CORNER OF SAID SECTION 12, THE POINT OF BEGINNING.



A Tract of Land in Section 12, Township 1 South, Range 73 West of the 6th P.M., described as follows: A
 BEGINNING at the Southeast corner of said Section 12;
 thence N00°01'28"E 1467.51 feet along the East line of said Section 12
 (with all bearings herein used related to said East line as being North
 00°01'28" East) to a point on the North right of way line of Boulder
 County Road 128E, the TRUE POINT OF BEGINNING.
 thence S67°14'59"W 188.77 feet along the North right of way line of
 Boulder County Road 128E;
 thence S81°10'29"W 429.21 feet along the North right of way line of
 Boulder County Road 128E; 25-24
 thence S77°54'48"W 756.96 feet along the North right of way line of
 Boulder County Road 128E;
 thence S78°05'36"W 275.47 feet along the North right of way line of
 Boulder County Road 128E;
 thence S84°13'11"W 263.82 feet along the North right of way line of
 Boulder County Road 128E;
 thence N77°18'07"W 192.25 feet along the North right of way line of
 Boulder County Road 128E;
 thence N88°11'02"W 197.28 feet along the North right of way line of
 Boulder County Road 128E;
 thence S87°41'30"W 42.67 feet along the North right of way line of
 Boulder County Road 128E to a point on the centerline of Boulder County
 Road 103 (according to the Boulder County Road Map);
 thence N69°15'54"E 43.43 feet along the centerline of Boulder County
 Road 103;
 thence N59°21'34"E 101.07 feet along the centerline of Boulder County
 Road 103;
 thence Northeasterly 59.60 feet along the centerline of Boulder County
 Road 103, and along the arc of a curve to the right having a radius of
 211.56 feet and a central angle of 16°08'30" to a point tangent;
 thence North 75°30'04" East 128.05 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 78.04 feet along the centerline of Boulder County Road 103, and along t
 arc of a curve to the left having a radius of 144.40 feet and a central angle of 30°58'00"
 to a point tangent;
 thence North 44°32'04" East 54.88 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 96.18 feet along the centerline of Boulder County Road 103, and along th
 arc of a curve to the right having a radius of 142.53 feet and a central angle of 38°39'45"
 to a point tangent;
 thence North 83°11'49" East 24.75 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 206.22 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the (left) having a radius of 125.40 feet and a central angle of 94°13'20"
 to a point tangent;
 thence North 11°01'31" West 49.80 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 59.45 feet along the centerline of Boulder County Road 103, and along t
 arc of a curve to the right having a radius of 179.03 feet and a central angle of 19°01'30"
 to a point tangent;
 thence North 07°59'59" East 40.91 feet along the centerline of Boulder County Road 103;
 thence Northwesterly 59.16 feet along the centerline of Boulder County Road 103, and along t
 arc of a curve to the left having a radius of 144.18 feet and a central angle of 23°30'30"
 to a point tangent;
 thence North 15°30'31" West 114.11 feet along the centerline of Boulder County road 103;
 thence Northeasterly 117.61 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the right having a radius of 240.91 feet and a central angle of 27°58'18"
 to a point tangent;
 thence North 12°27'44" East 52.68 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 115.77 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the right having a radius of 178.59 feet and a central angle of 37°08'25"
 to a point tangent;
 thence North 49°36'09" East 108.66 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 145.32 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the right having a radius of 238.27 feet and a central angle of 34°56'40"
 to a point tangent;
 thence North 84°32'49" East 227.26 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 99.88 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the left having a radius of 833.74 feet and a central angle of 06°51'50"
 to a point tangent;
 thence North 77°40'59" East 116.73 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 79.63 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the right having a radius of 339.90 feet and a central angle of 13°25'25"
 to a point tangent;
 thence South 88°53'36" East 58.02 feet along the centerline of Boulder County Road 103;
 thence Northeasterly 196.63 feet along the centerline of Boulder County Road 103, and along
 arc of a curve to the left having a radius of 437.70 feet and a central angle of 25°44'20"
 to a point tangent;
 thence North 65°22'04" East 221.23 feet along the centerline of Boulder County Road 103;
 thence North 90°00'00" East 459.34 feet to a point on the East line of said Section 12, fr
 which the True Point of Beginning bears South 00°01'28" West;
 thence South 00°01'28" West 967.52 feet along the East line of said section 12 to the True
 Point of Beginning.



Together with and subject to a non-exclusive easement for ingress and egress, which easement is 60 feet in width, 30 feet on each side of the following described centerline:

Commencing at a point on the North line of Boulder County Road No. 128E, which point is N 87°41'30"E, a distance of 226.61 feet from the East line of Colorado State Highway No. 72;
 thence North 69°15'54" East, 43.43 feet;
 thence North 59°21'34" East, 101.07 feet;
 thence Northeasterly 59.60 feet, along the arc of a curve to the right having a radius of 211.56 feet and a central angle of 16°08'30" to a point tangent;
 thence North 75°30'04" East 128.05 feet;
 thence Northeasterly 78.04 feet, along the arc of a curve to the left having a radius of 144.40 feet and a central angle of 30°58'00" to a point tangent;
 thence North 44°32'04" East 54.88 feet;
 thence Northeasterly 96.18 feet along the arc of a curve to the right having a radius of 142.53 feet and central angle of 38°39'45" to a point tangent;
 thence North 83°11'49" East 24.75 feet;
 thence Northeasterly 206.22 feet along the arc of a curve to the left having a radius of 125.40 feet and a central angle of 94°13'20" to a point tangent;
 thence North 11°01'31" West 49.80 feet;
 thence Northeasterly 59.45 feet along the arc of a curve to the right having a radius of 179.03 feet and a central angle of 19°01'30" to a point tangent;
 thence North 07°59'59" East 40.91 feet;
 thence Northwesterly 59.16 feet along the arc of a curve to the left having a radius of 144.18 feet and a central angle of 23°30'30" to a point tangent;
 thence North 15°30'30" West 114.11 feet;
 thence Northeasterly 117.61 feet along the arc of a curve to the right having a radius of 240.91 feet and a central angle of 27°58'18" to a point tangent;
 thence North 12°27'44" East 52.68 feet;
 thence Northeasterly 115.77 feet along the arc of a curve to the right having a radius of 178.59 feet and a central angle of 37°08'25" to a point tangent;
 thence North 49°36'09" East 108.66 feet;
 thence Northeasterly 145.32 feet along the arc of a curve to the right having a radius of 238.27 feet and a central angle of 34°56'40" to a point tangent;
 thence North 84°32'49" East 227.26 feet;
 thence Northeasterly 99.88 feet along the arc of a curve to the left having a radius of 833.74 feet and a central angle of 06°51'50" to a point tangent;
 thence North 77°40'59" East 116.73 feet;
 thence Northeasterly 79.63 feet along the arc of a curve to the right having a radius of 339.90 feet and a central angle of 13°25'25" to a point tangent;
 thence South 88°53'36" East 58.02 feet;
 thence Northeasterly 196.63 feet along the arc of a curve to the left having a radius of 437.70 feet and a central angle of 25°44'20" to a point tangent;
 thence North 65°22'04" East 221.23 feet to the point of termination.

25-25

(Said easement is sometimes known as and referred to as Boulder County Road No. 103)