

TOWN OF NEDERLAND AND CITY OF BOULDER

NEDERLAND TOWN SHOP

INDEX

(DOCS # 172256)

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PURCHASE AND SALE AGREEMENT AND DIVISION OF LAND

THIS PURCHASE AND SALE AGREEMENT (hereafter the "Agreement") is made and entered into this 10th day of ~~November~~, 2009, by and between the **TOWN OF NEDERLAND**, a Colorado statutory town (hereafter "Town") and the **COUNTY OF BOULDER**, a body corporate and politic (hereafter "County")(hereafter collectively known as the "Parties").

RECITALS

A. Town desires to purchase from County and County desires to sell to Town certain real property within the County of Boulder, State of Colorado, consisting of approximately 1.5 acres legally described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property").

B. Town currently owns an approximately 5-acre parcel adjacent to, and west of, the Property (the "Town Parcel") part of which is subject to and will continue to remain subject to a conservation easement of eight (8) pages previously recorded at Reception No. 2321463 in the records of the Boulder County Clerk and Recorder. The Town Parcel is legally described on Exhibit 2 attached hereto and incorporated herein by reference. After its purchase of the Property, Town agrees to convey, from itself to itself, the Property together with the Town Parcel to combine these parcels into a single parcel (the "Town Property").

C. At the closing of the sale of the Property to Town, County shall grant to Town an access easement for Town's ingress and egress to and from the Town Property in the form of Exhibit 3 attached hereto and incorporated by this reference.

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

PURCHASE PROVISIONS

1. Purchase and Sale. Subject to all of the terms and conditions of this Agreement, County agrees to sell, transfer and convey to Town, and Town agrees to purchase and acquire from Seller, a fee simple interest in the Property upon and subject to the terms and conditions set forth herein.

1.1 Purchase Price. The purchase price of the Property shall be THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00)("Purchase Price"), which shall be payable in cash or certified funds at the closing, as described hereinafter below.

1.2 Description of Property. As used herein, the term "Property" shall mean, collectively, all of County's right, title and interest, to the extent assignable, in and to the approximately 1.5 acres described in Exhibit 1 together with all improvements located thereon, but expressly excepting mineral rights attached to or appurtenant to or used in connection with the Property.

DIVISION OF LAND

2. Division of Land. By execution of this Agreement, but subject to its contingencies, the Board of County Commissioners approves the division of the Property from a larger parcel owned by County and the combination of the Property to the Town Parcel to form the Town Property as a single legal building lot with one development right. The division of the Property from the larger parcel and its combination with the Town Parcel to form the Town Property will become effective immediately upon the recording in the Boulder County Clerk and Recorder's Office of the deed conveying both the Property and the Town's Parcel from the Town to the Town using the combined legal description as set forth in Exhibit 4. Unless the Town Property is later annexed into the Town, any future development, remodel or expansion of any structure/s on the Town Property will be subject to any applicable County process(es) or regulation(s).

TITLE

3. Title to the Property. Title to the Property shall be merchantable in County and the deed shall contain no exceptions to title other than rights-of-way, easements, restrictions, covenants, and mineral reservations of record as of the date of execution of this Agreement.

DUE DILIGENCE

4. Due Diligence. Within five (5) business days from the mutual execution of this Agreement, County shall make available to Town the following documents in its possession: (a) any existing surveys County obtained in acquiring the Property; a copy of any plats, declarations, covenants, rights-of-way, easements, mineral reservations, conditions and/or restrictions burdening the Property plus any title commitments and exception documents that County obtained in acquiring the Property (together known as the "Title Documents"); and (b) any environmental audits County obtained in acquiring the Property and any inspections that County obtained when it acquired the Property (collectively, all of the foregoing documents listed in (a) and (b) of this Paragraph shall be hereinafter referred to as the "Documents"). County makes no representation or warranty as to the truth, accuracy or correctness of the Documents but covenants that such Documents made available to the Town for inspection shall be true and correct copies of the Documents in County's possession.

4.1 Inspection Period. Town's obligation to close under this Agreement is contingent upon the satisfaction of Town, in Town's sole and absolute discretion, with the condition of the Property. In making its determination, Town may

consider such documents and perform such investigations and tests ("Investigations and Tests") as it shall, in its sole discretion, deem necessary. Town shall be permitted to make the following Investigations and Tests without further approval by County during the Inspection Period (as defined in Section 4.2 below):

- (a) General inspection and conducting of engineering, environmental and architectural studies, testing the soil and otherwise determining the condition of the Property, including, in Town's sole discretion and at Town's sole cost and expense, obtaining a survey and/or environmental audit of the Property;
- (b) Reviewing subdivision, zoning and building code ordinances, rule and regulations of the County of Boulder and State of Colorado, and any relevant federal laws or regulations relating to the Property, and determining that such matters do not prevent or unreasonably impair the ability of Town to use the Property;
- (c) Determining that the utilities, including without limitation, water, sewer, gas, electricity, telephone and cable, adequately serve the Property;
- (d) Determining that there is or shall be adequate access to serve the Property;
- (e) Determining the nature, magnitude and times due of all taxes, fees, charges, systems development fees, tap fees and other costs which are or may be imposed on the Property or Town by any utility company, government or quasi-governmental agency; and
- (f) Determining all other matters, in Town's sole and absolute discretion, regarding the Property and any future development thereof that Town deems appropriate.

Such additional Investigations and Tests as may be required by Town may be made with approval of County which approval shall not be unreasonably withheld, conditioned or delayed.

4.2 Inspection Period. The "Inspection Period" shall mean the period commencing on the date of execution of this Agreement by all Parties and terminating thirty (30) days thereafter unless an extension of the Inspection Period is agreed to in writing by the Parties. If Town is not satisfied with its Investigations and Tests, including the results of any environmental audits or surveys, or is otherwise not satisfied with the Property, Town may terminate this Agreement by delivering to County on or before the last day of the Investigation Period, written notice of termination of this Agreement. Upon such County's receipt of such notice, this Agreement shall be terminated and the Parties shall be relieved of all obligations to one another except as specifically set forth herein. Failure by Town to deliver such notice to County on or

before the end of the Investigation Period shall be deemed approval of the condition of the Property and the Parties shall proceed to closing.

4.3 Exception to Paragraph 4.2. The above-stated Paragraph (4.2) shall be subject to the following exception: If the Town is not satisfied with the results of its review of the Documents, Town shall provide County with reasonable notice of the reasons for its dissatisfaction with the Documents within 10 days after receiving the Documents so that the Parties can negotiate in good faith to attempt to resolve Town's concerns prior to expiration of the Inspection Period. Failure of the Town to deliver such notice to County shall be deemed approval of the Documents.

4.4 Copy of Environmental Audit. In the event Town obtains an environmental audit, Town agrees to provide a copy of the report of such audit to County upon receipt of same by Town. Town further agrees to provide to County copies of reports prepared in connection with any other studies or tests obtained by Town in connection with their inspection of the Property.

4.5 Non-Exclusive Right of Entry. County hereby grants to Town and Town's designees, agents, representatives, contractors, consultants, and employees, a non-exclusive right and license to enter upon the Property for the purposes of making surveys, engineering studies, environmental or soil tests, obtaining topographical information and for other Investigations and Tests. Town shall give County at least forty-eight (48) hours oral or written notice specifying the dates and hours of such entry and use. Such notice shall be effective when received by County. If Town does not complete the purchase of the Property from County, it shall promptly restore the Property to substantially the same condition in which the Property was found as of the date of the execution of this Agreement by the Parties (including, but not limited to, properly closing and abandoning any wells or boreholes created by invasive testing conducted by or on behalf of the Town) and shall repair any damage to the Property that has been caused by Town, its employees, agents, representatives, contractors or other consultants during the course of the conducting of its Investigations and Tests. Such restoration shall be completed within thirty (30) days after Town notifies County of its intent to not complete the purchase of the Property or Town declares this Agreement terminated due to County's default hereunder. Town's obligation to repair any damage to the Property shall survive the termination or expiration of this Agreement.

4.6 No Liens Due to Inspection. Town hereby acknowledges that the making of Investigations and Tests during the Investigation Period is for the sole benefit of Town. Town expressly acknowledges that nothing in this Agreement shall authorize Town, or its employees, agents, representatives, contractors, and other consultants, to subject County's interest in the Property to any mechanic's or materialman's lien(s) prior to closing of the Property. Town agrees not to permit or suffer and/or, to the extent so permitted or suffered, to cause to be removed and released (including, but not limited to, by delivering a bond pursuant to the provisions of C.R.S. 38-22-131) any mechanic's lien(s), materialman's lien(s), or any other lien made on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with Town's

inspection, construction, alteration, repair or surveying of the Property, whether the cause of such lien(s) is by Town or its employees, agents, representatives, contractors, or other consultants, prior to closing. At Town's expense and with the assistance of attorneys of County's choosing, County may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which County deems necessary to defend itself and the Property from all claims or liability arising by, through or under the authority of Town, as set forth above. The foregoing obligations of Town shall survive any termination of this Agreement by either Town or County, notwithstanding any other provision of the Agreement to the contrary.

CLOSING

5. Closing. Closing and delivery of deed shall take place within sixty (60) days after the Parties have fully executed this Agreement, unless the Parties agree in writing to another date and time.

5.1 County Deliveries at Closing. At the closing for the Property, County shall deliver to Town the following:

- (a) A good and sufficient special warranty deed executed and acknowledged by County which conveys to Town good and merchantable title to the Property which title shall be free and clear of all liens, tenancies and encumbrances except those specific exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Town in accordance with Paragraph 4.3 above;
- (b) Possession of the Property free and clear of all existing leases and tenancies; and
- (c) An access easement in the same or substantially the same form as Exhibit 3 attached hereto.

5.2 Town Deliveries at Closing. At the closing for the Property, Town shall deliver to County:

- (a) The applicable purchase price by cash or certified funds; and
- (b) A quitclaim deed from Town to Town for the Town Property for filing in the Office of the Boulder County Clerk and Recorder.

DEFAULT

6. Options Upon Default. If Town fails or defaults in prompt payment of the purchase price for the Property according to the terms and conditions of this Agreement, County may, at its sole option, elect to treat this Agreement as canceled. If County treats this Agreement as canceled, all payments and things of value received hereunder by

County from Town shall be forfeited and retained by County. Said forfeiture shall be County's sole and only remedy for Town's failure to perform the obligations of this Agreement. County expressly waives the remedies of specific performance and/or damages in any form including special, consequential, punitive, exemplary, or economic including lost profits. If County is in default, Town may, at its sole option, elect to treat this Agreement as canceled. If Town treats this Agreement as canceled, any and all payments and things of value, if any, received hereunder by Town from County shall be retained by Town. Said forfeiture, if any, shall be Town's sole and only remedy for County's failure to perform the obligations of this Agreement. Town expressly waives the remedies of specific performance and/or damages in any form including special, consequential, punitive, exemplary or economic including lost profits.

NO REPRESENTATIONS

7. No Representations Made. Town acknowledges that the Property is being sold "as is". County and Town acknowledge and agree that, except as otherwise specifically provided in this Agreement herein, neither party has made any representations, warranties or agreements to or with the other as to any matter concerning the Property, including, without limitation, the topography, climate, air, water, water rights, utilities, present and future zoning, soil, subsoil, grading, environmental conditions, the purposes to which the Property is suited, drainage, access to public roads or proposed routes or roads or extensions thereof, or the effect of any state or federal environmental regulations or laws. Town represents to County that Town has made, or will make, its own independent inspection and investigation of the Property in connection with this Agreement and that Town intends to rely solely on its own such inspection and investigation of the Property. No patent or latent physical condition of the Property whether now known or later discovered shall affect the rights of either party hereto. No agreement, warranty or representation, unless expressly contained herein, shall bind County. Town expressly waives any right of rescission and/or all claims for damages by reason of any statement, representation, warranty, promise or agreement by County, if any, unless expressly contained in this Agreement.

REAL ESTATE COMMISSION

8. No Commissions to Be Paid. The Parties represent to each other that they are not parties to any agreements that require the payment of any real estate commission upon sale of a fee simple interest in the Property to Town.

CONDITION OF PROPERTY AND DAMAGE TO PROPERTY PRIOR TO CLOSING

9. Condition of Property. Except as may otherwise be provided for in this Agreement, County shall deliver the Property to Town at closing in the same or substantially the same condition existing as of the date of the execution of this Agreement excepting ordinary war and tear.

To Town: Town of Nederland
P.O. Box 396
Nederland, CO 80466
Facsimile number: (303) 258-1240

ENTIRE AGREEMENT

13. This Agreement with and including its exhibits contains the entire understanding and agreement of and between the Parties and supersedes all prior understandings, warranties, representations, and letters of intent which are rendered null and void by execution this Agreement..

GOVERNING LAW

14. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

SEVERABILITY

15. If any provision of this Agreement is found to be invalid, illegal or unenforceable, such provision shall be deemed severable and the remaining provisions hereof shall continue in full force and effect.

ADDITIONAL PROVISIONS

16. Headings. Article and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

17. Further Instruments. Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

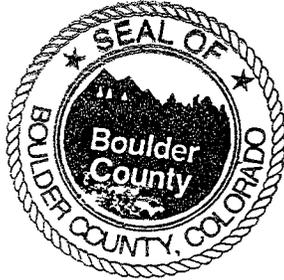
18. Non-business Day. If the closing date is to occur on a holiday or other non-business day or any period of time set forth in this Agreement expires on a holiday or other non-business day then such closing date or expiration date shall be the next business day.

19. Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which counterparts shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon the Parties.

IN WITNESS WHEREOF, Town and County have executed this Agreement on the dates set forth opposite its respective signatures with the intent of the parties being that this Agreement be effective as of the day and year first set forth above.

THE COUNTY OF BOULDER

a body corporate and politic



By: Ben Pearlman 11/10/09
Ben Pearlman, Chair

By: Cindy Domenico
Cindy Domenico, Vice-Chair

By: (EXCUSED)
Will Toor, Commissioner

ATTEST:

By: White Fydes
Clerk to the Board

TOWN OF NEDERLAND

By: Martin Cheshes
Martin Cheshes, Mayor

ATTEST:

By: Christi Joenge
Town Clerk

EXHIBIT 1

Legal Description

EXHIBIT 1

Flagstaff Surveying Inc.

Nederland Town Shop Site Purchase parcel - 1.50 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southwest 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 160.75 feet;

thence South 00°00'00" West, a distance of 410.17 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 160.92 feet to the **Point of Beginning**.

This parcel contains 1.50 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770
leestadele@flagstaffsurveying.com

Exhibit 2

Legal Description of Town Parcel

EXHIBIT 2
Flagstaff Surveying, Inc.

Property Description - Nederland Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

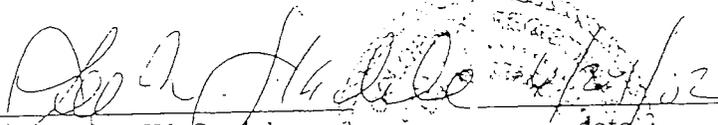
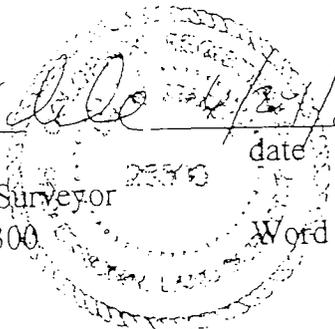
thence South 87°21'48" East, along the South line of said Section 12, a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**;

The parcel contains 5.18 acres, more or less.


prepared by Lee W. Stadele _____ date _____
Registered Professional Land Surveyor
Colorado License Number 26300

Word file - 14274ts2.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

Exhibit 3

Access and Utility Easement Agreement

EXHIBIT 3

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (this "Agreement") is made this _____ day of _____, 2009, by and between the **COUNTY OF BOULDER**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 ("County") and the **TOWN OF NEDERLAND**, a Colorado statutory town, whose legal address is P.O. Box 396, Nederland, CO 80466 ("Town").

RECITALS

WHEREAS, County owns the property legally described in Exhibit A, attached hereto and incorporated herein by this reference (County's Property"); and

WHEREAS, Town owns adjacent property legally described in Exhibit B, attached hereto and incorporated herein by this reference ("Town's Property"); and

WHEREAS, County desires to grant to Town a non-exclusive right of access over and across County's Property to Town's Property subject to the conditions contained in this instrument; and

WHEREAS, County desires to grant to Town the additional rights to install, operate, maintain and repair underground utility lines within the access easement along the location as legally described in Exhibit C and as depicted on Exhibit D, attached hereto and incorporated herein by this reference; and

WHEREAS, Town acknowledges that the access and utility easement is subject to all prior recorded encumbrances.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County hereby conveys to Town, its successors and assigns, a non-exclusive perpetual access and utility easement subject to the terms and conditions described below:

1. Grant of Easement. County hereby grants and conveys to Town a non-exclusive perpetual twenty-four (24) foot wide access easement along the route of an existing dirt road on County's Property from Ridge Road to Town's Property with all underground and surface appurtenances thereto (the "Easement"). Such Easement is granted by County to Town for the purpose of Town's ingress and egress to and from Town's Property and for Town's installation of one or more underground water pipelines and other utility lines as may be required to service Town's Property. Such Easement is legally described in Exhibit C and depicted in Exhibit D (the "Easement Property") which exhibits are attached hereto and incorporated into the within Agreement by this reference. The terms of the Easement granted to Town by County include the uses by Town of: (a) ingress and egress to Town's Property, (b) surveying, locating, constructing, and maintaining one access road along the entire twenty-four foot width and entire length of said Easement,

EXHIBIT 3 (CONTINUED)

and (c) the right to enter, reenter, occupy and use the Easement Property to construct, lay, install, inspect, monitor, maintain, repair, change the size of, replace, remove, and operate the one or more underground water pipelines and other utility lines (the "Facilities") which lines may be of such size and capacity as deemed necessary or required by Town to be constructed in, through, over, across and under the Easement Property.

2. Construction. The work of installing and maintaining said lines and constructing the access road described in Paragraph 1 of this Agreement shall be performed by the Town with all reasonable care. Town agrees that any utility lines placed on the Easement Property shall be buried at a depth of between five (5) and six (6) feet at the time of construction so as not to interfere with County's ordinary use of County's Property.

3. Notice of Improvements and Maintenance. Town shall not improve or conduct any maintenance activity but routine maintenance within the Easement Property without having first provided written notice (complete with proposed plans and specifications for the need for such additional work) to the County at least forty-five (45) days prior to the initiation such work. The Town will not proceed with such additional work without having received written approval from the Director of County's Department of Transportation. The County's approval for such additional work shall not be unreasonably withheld, conditioned or delayed unless, in County's sole discretion, the additional work is inconsistent with the terms of the Easement. However, in the event that the County initially disapproves the work proposed by the Town, the Town shall have the opportunity to amend or alter its improvement or maintenance plans and re-submit the same for County approval. Notwithstanding the foregoing, if the Director of the County Department of Transportation has not acted to approve the Town's initial plans or its re-submitted amended plans within forty-five (45) days of the submission of notice with plans by the Town, such work shall be deemed approved by the County.

4. Relocation. Town hereby acknowledges and agrees that if County's management of County's Property creates a need for relocation of the Easement Property, Town will cooperate with County to accomplish the relocation of such Easement Property and Town's pipelines and access road at County's expense. The decision regarding the necessity for relocation of the Easement Property shall be determined in County's sole discretion. In the event of relocation, County and Town shall execute such documents as are necessary to vacate the Easement as set forth in this Agreement and to establish and record a new access and utility Easement to Town's Property.

5. Construction, Restoration and Erosion. Town shall ensure that Town and/or any contractor or agent of Town that performs work within the Easement Property on behalf of the Town shall restore the surface of the ground within the Easement Property to the condition that existed before disturbance of the surface of the ground of the Easement Property from the Town's work took place. Town shall ensure that soil erosion control measures are used which measures shall include measures to prevent wind erosion during the winter if project timing does not allow for immediate planting or reclamation for such erosion control. Town shall provide litter and sanitation control for the construction zone and properly manage any waste fluids and toxic substances so as to not cause

EXHIBIT 3 (CONTINUED)

any portion thereof, to mechanic's liens. If any such mechanic's lien shall be filed against the Easement Property and Town has caused such lien, Town shall cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Town, then County, at its option, and at the cost and expense of the Town, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is required) which County deems necessary to defend County's Property from and against such lien.

10. Enforcement and Restoration. County may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Easement Property. Should activities be undertaken on the Easement Property by Town to which the parties have not agreed, County may require Town to immediately cease and desist from such activities. In such case, if unauthorized activities were performed by Town, its employees, agents, guests and invitees, the cost of restoration of the Easement Property to its state before such activities took place shall be borne solely by Town.

11. County's Reserved Rights. County reserves the right to use and occupy the Easement Property for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger Town's use of the Easement. Town's use of the Easement Property shall be non-exclusive and Town shall have no rights to use any portion of County's Property except the Easement Property and only as such Easement Property is permitted to be used by the Town as set forth within this Agreement.

12. Covenant Running with the Land. The Easement provided for under the terms of this Agreement shall run with the land and be binding upon and shall inure to the benefit and/or burden of County and Town and their respective successors and assigns.

14. Notices. 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:

To the County:	Board of County Commissioners P.O. Box. 471 Boulder, CO 80306
With a copy to:	Boulder County Attorney's Office P.O. Box 471 Boulder, CO 80306 Facsimile number: (303) 441-4794

EXHIBIT 3 (CONTINUED)

To Town: Town of Nederland
P.O. Box 396
Nederland, CO 80466
Facsimile number: (303) 258-1240

15. Headings. The captions and headings of any sections herein are not part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Agreement.

16. Severability. If any provisions of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the applications of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

17. Entire Agreement. This Agreement and its attached Exhibits contain the entire agreement between the parties relating to the Easement and may be modified only by an instrument in writing executed by both parties.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

19. No Waiver. The waiver by any party to this Agreement of any term or condition of it shall not operate or be construed as a waiver of any subsequent breach by any party.

20. Encumbrances. The Easement Property was purchased by County subject to exceptions of record and the Easement granted under the terms of this Agreement is subject to all prior encumbrances of record.

21. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Colorado.

22. Recording. After its execution by both parties, this Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

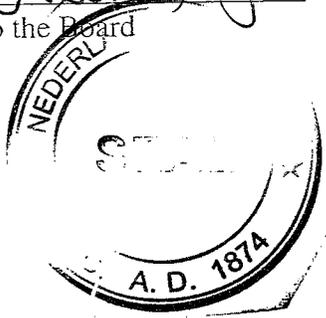
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2009.

COUNTY OF BOULDER
a body corporate and politic

By: Ben Pearlman 11/10/09
Ben Pearlman, Chair

ATTEST:

By: Mike Zyder
Clerk to the Board



ATTEST:

By: Carina Koenig
Town Clerk



TOWN OF NEDERLAND

By: Martin Cheshes
Martin Cheshes, Mayor

Exhibit 4

Legal Description of Town Property

EXHIBIT 4

COMBINED PARCEL

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 160.75 feet;

thence South 00°00'00" West, a distance of 410.17 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 160.92 feet to the **Point of Beginning**.

This parcel contains 1.50 acres, more or less.

AND

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12,
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" West, a distance of 578.88 feet to a point on the
West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of
the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the
Point of Beginning;

The parcel contains 5.18 acres, more or less.

After Recording Return:

PO Box 471

Boulder, CO. 80306



3

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (this "Agreement") is made this 10th day of November, 2009, by and between the **COUNTY OF BOULDER**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 ("County") and the **TOWN OF NEDERLAND**, a Colorado statutory town, whose legal address is P.O. Box 396, Nederland, CO 80466 ("Town").

RECITALS

WHEREAS, County owns the property legally described in Exhibit A, attached hereto and incorporated herein by this reference (County's Property"); and

WHEREAS, Town owns adjacent property legally described in Exhibit B, attached hereto and incorporated herein by this reference ("Town's Property"); and

WHEREAS, County desires to grant to Town a non-exclusive right of access over and across County's Property to Town's Property subject to the conditions contained in this instrument; and

WHEREAS, County desires to grant to Town the additional rights to install, operate, maintain and repair underground utility lines within the access easement along the location as legally described in Exhibit C and as depicted on Exhibit D, attached hereto and incorporated herein by this reference; and

WHEREAS, Town acknowledges that the access and utility easement is subject to all prior recorded encumbrances.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, County hereby conveys to Town, its successors and assigns, a non-exclusive perpetual access and utility easement subject to the terms and conditions described below:

1. Grant of Easement. County hereby grants and conveys to Town a non-exclusive perpetual twenty-four (24) foot wide access easement along the route of an existing dirt road on County's Property from Ridge Road to Town's Property with all underground and surface appurtenances thereto (the "Easement"). Such Easement is granted by County to Town for the purpose of Town's ingress and egress to and from Town's Property and for Town's installation of one or more underground water pipelines and other utility lines as may be required to service Town's Property. Such Easement is legally described in Exhibit C and depicted in Exhibit D (the "Easement Property") which exhibits are attached hereto and incorporated into the within Agreement by this reference. The terms of the Easement granted to Town by County include the uses by Town of: (a) ingress and egress to Town's Property, (b) surveying, locating, constructing, and maintaining one access road along the entire twenty-four foot width and entire length of said Easement,

and (c) the right to enter, reenter, occupy and use the Easement Property to construct, lay, install, inspect, monitor, maintain, repair, change the size of, replace, remove, and operate the one or more underground water pipelines and other utility lines (the "Facilities") which lines may be of such size and capacity as deemed necessary or required by Town to be constructed in, through, over, across and under the Easement Property.

2. Construction. The work of installing and maintaining said lines and constructing the access road described in Paragraph 1 of this Agreement shall be performed by the Town with all reasonable care. Town agrees that any utility lines placed on the Easement Property shall be buried at a depth of between five (5) and six (6) feet at the time of construction so as not to interfere with County's ordinary use of County's Property.

3. Notice of Improvements and Maintenance. Town shall not improve or conduct any maintenance activity but routine maintenance within the Easement Property without having first provided written notice (complete with proposed plans and specifications for the need for such additional work) to the County at least forty-five (45) days prior to the initiation such work. The Town will not proceed with such additional work without having received written approval from the Director of County's Department of Transportation. The County's approval for such additional work shall not be unreasonably withheld, conditioned or delayed unless, in County's sole discretion, the additional work is inconsistent with the terms of the Easement. However, in the event that the County initially disapproves the work proposed by the Town, the Town shall have the opportunity to amend or alter its improvement or maintenance plans and re-submit the same for County approval. Notwithstanding the foregoing, if the Director of the County Department of Transportation has not acted to approve the Town's initial plans or its re-submitted amended plans within forty-five (45) days of the submission of notice with plans by the Town, such work shall be deemed approved by the County.

4. Relocation. Town hereby acknowledges and agrees that if County's management of County's Property creates a need for relocation of the Easement Property, Town will cooperate with County to accomplish the relocation of such Easement Property and Town's pipelines and access road at County's expense. The decision regarding the necessity for relocation of the Easement Property shall be determined in County's sole discretion. In the event of relocation, County and Town shall execute such documents as are necessary to vacate the Easement as set forth in this Agreement and to establish and record a new access and utility Easement to Town's Property.

5. Construction, Restoration and Erosion. Town shall ensure that Town and/or any contractor or agent of Town that performs work within the Easement Property on behalf of the Town shall restore the surface of the ground within the Easement Property to the condition that existed before disturbance of the surface of the ground of the Easement Property from the Town's work took place. Town shall ensure that soil erosion control measures are used which measures shall include measures to prevent wind erosion during the winter if project timing does not allow for immediate planting or reclamation for such erosion control. Town shall provide litter and sanitation control for the construction zone and properly manage any waste fluids and toxic substances so as to not cause

environmental damage to the Easement Property while Town's work is being performed. Town shall notify County immediately if any significant environmental, historical or cultural resources are encountered during any construction activity.

6. Support. Town shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. It is specifically agreed that County shall neither take nor permit any action which would impair the earth cover over or the lateral or subjacent support for any of the Facilities within the Property.

7. Indemnity.

- a. To the extent permitted by law, County shall indemnify and hold Town harmless from and against any and all loss, cost, expense (including attorney's fees), claims, demands, causes of action, liability or damages arising from any claims against Town by any third party that accrue during the term of this Agreement to the extent that such loss, cost, expense, claims, demands, causes of action, liability or damages result from or arise out of any damage caused to the access road or the Facilities by County, its permittees, agents, representatives, employees, contractors, or consultants, or any other persons or entities occupying the Easement Property by, through, or under County in its use of the Easement Property or County's Property.
- b. To the extent permitted by law, Town will indemnify and hold County harmless from and against any and all loss, cost, expense (including attorney's fees), claims, demands, causes of action, liability or damages arising from any claims against County by any third party that accrued during the term of this Agreement to the extent that such loss, cost, expense, claims, demands, causes of action, liability or damages result from or arise out of any act or omission of Town, its permittees, agents, representatives, employees, contractors, or consultants or any other persons or entities occupying the Easement Property by, through, or under Town, which are in any way related to Town's use of the Easement Property, including, but not limited to, any construction activities conducted in connection therewith occurring on the Easement Property.

8. No Waiver. By the making this Agreement, County and Town, their respective officers and employees, are relying on and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided them or either of them by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as amended.

9. Mechanic's lien. Nothing contained herein shall authorize Town, or any person or entity acting through, with, or on behalf of Town, to subject the Easement Property, or

To Town: Town of Nederland
P.O. Box 396
Nederland, CO 80466
Facsimile number: (303) 258-1240

15. Headings. The captions and headings of any sections herein are not part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Agreement.

16. Severability. If any provisions of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement and the applications of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

17. Entire Agreement. This Agreement and its attached Exhibits contain the entire agreement between the parties relating to the Easement and may be modified only by an instrument in writing executed by both parties.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

19. No Waiver. The waiver by any party to this Agreement of any term or condition of it shall not operate or be construed as a waiver of any subsequent breach by any party.

20. Encumbrances. The Easement Property was purchased by County subject to exceptions of record and the Easement granted under the terms of this Agreement is subject to all prior encumbrances of record.

21. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Colorado.

22. Recording. After its execution by both parties, this Agreement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 10th day of November, 2009.

COUNTY OF BOULDER
a body corporate and politic

By: Ben Pearlman
Ben Pearlman, Chair

ATTEST:

By: Mike Snyder
Clerk to the Board



TOWN OF NEDERLAND

By: Martin Cheshes
Martin Cheshes, Mayor

ATTEST:

By: Cristi Lange
Town Clerk

Exhibit A

Legal Description of County's Property

EXHIBIT A

RETAINED PARCEL LEGAL DESCRIPTION

The parcel of land legally described in the Warranty Deed from The Colorado Tungsten Corporation to Boulder County dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records;

EXCLUDING the following two parcels:

1. The parcel of land legally described in the Deed from Boulder County to the Colorado Department of Transportation recorded October 24, 1986 on Film 1438, Reception No. 799770; and also excluding
2. The parcel of land described as the Nederland Town Garage Site on the attached Exhibit 1.

Exhibit B

Legal Description of Town's Property

EXHIBIT B

COMBINED PARCEL

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 160.75 feet;

thence South 00°00'00" West, a distance of 410.17 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 160.92 feet to the **Point of Beginning**.

This parcel contains 1.50 acres, more or less.

AND

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12,
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" West, a distance of 578.88 feet to a point on the
West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of
the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the
Point of Beginning;

The parcel contains 5.18 acres, more or less.

Exhibit C

Legal Description of Easement Property

EXHIBIT C

Flagstaff Surveying Inc.

Nederland Town Shop Site Utility & Access Easement - 0.67 acres

A twenty-four (24) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, said strip lying twelve (12) feet of each side of the following described centerline:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 3.34 feet
to the **Point of Beginning**;

thence North 12°20'00" West, a distance of 176.0 feet;

thence North 19°00'00" West, a distance of 93.0 feet;

thence North 26°00'00" West, a distance of 94.0 feet;

thence North 42°25'00" West, a distance of 87.0 feet;

thence North 38°31'00" West, a distance of 64.0 feet;

thence North 31°05'00" West, a distance of 65.0 feet to a point hereinafter referred to as Point "R", the **Point of Termination** of the 24 foot wide section of this description.

AND

sheet 1 of 3

EXHIBIT C (CONTINUED)

Flagstaff Surveying Inc.

A sixty (60) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;
thence North 90°00'00" East, a distance of 3.34 feet;
thence North 12°20'00" West, a distance of 176.0 feet;
thence North 19°00'00" West, a distance of 93.0 feet;
thence North 26°00'00" West, a distance of 94.0 feet;
thence North 42°25'00" West, a distance of 87.0 feet;
thence North 38°31'00" West, a distance of 64.0 feet;

thence North 31°05'00" West, a distance of 65.0 feet to a point hereinafter referred to as Point "R", said point being the **Point of Beginning**;

thence North 83°06'12" East, a distance of 26.90 feet;

thence North 06°53'48" West, along the westerly fence of the Boulder County Recycle Transfer Station and along said line extended northerly and southerly, a distance of 260.79 feet to the centerline of Ridge Road (Boulder County Road No. 128E);

thence South 78°02'20" West, along the centerline of Ridge Road,
a distance of 60.24 feet;

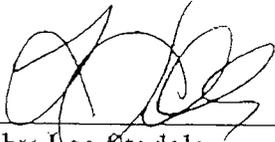
sheet 2 of 3

EXHIBIT C (CONTINUED)
Flagstaff Surveying Inc.

thence South $06^{\circ}53'48''$ East, a distance of 255.48 feet;

thence North $83^{\circ}06'12''$ East, a distance of 33.10 feet
to the **Point of Beginning**.

These parcels contain a total gross area of 0.67 acres, more or less.



prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274uae.doc



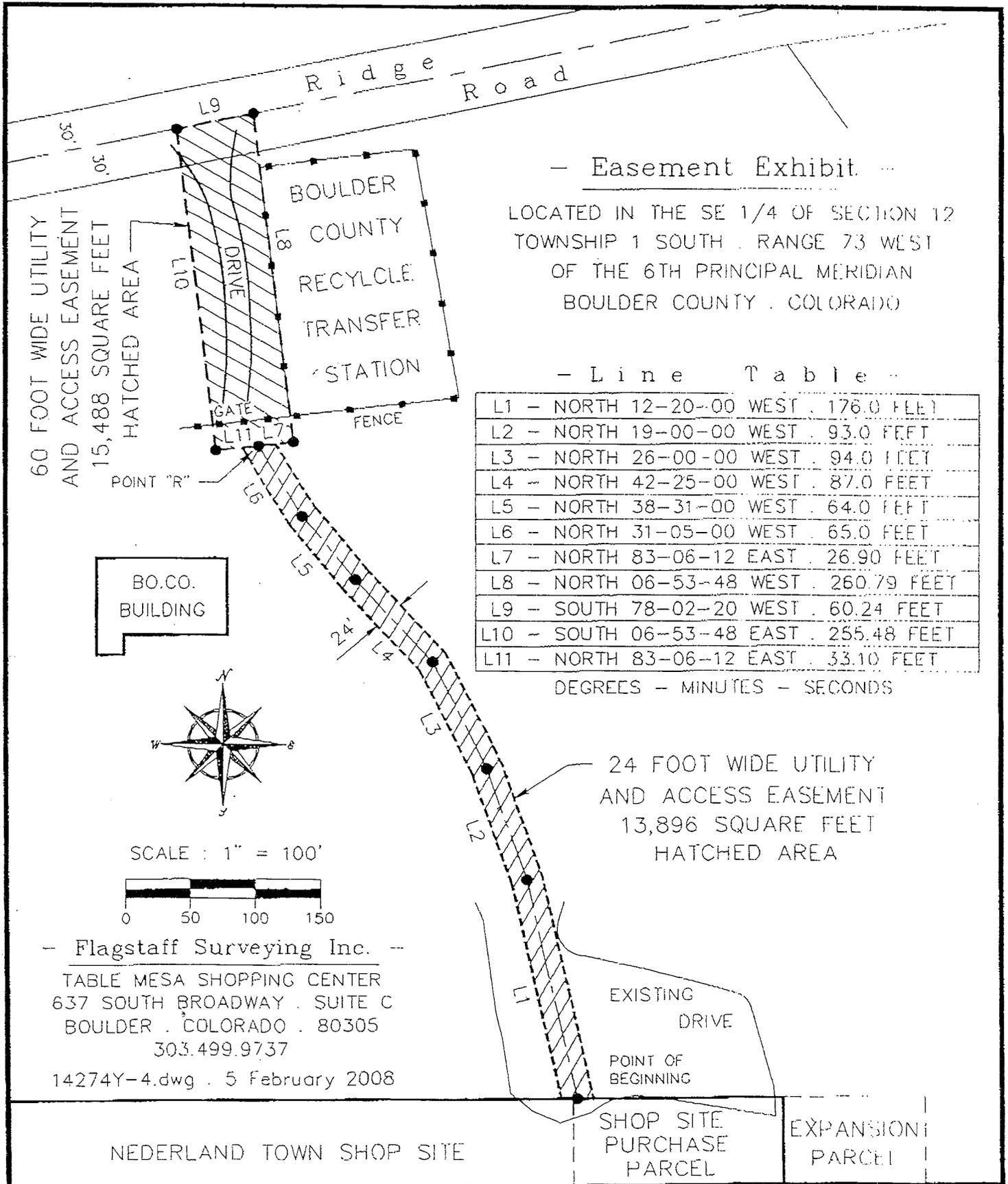
sheet 3 of 3

637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Exhibit D

Map of Access and Utility Easement

EXHIBIT D



- Easement Exhibit -

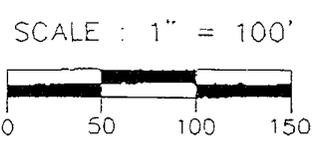
LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST
OF THE 6TH PRINCIPAL MERIDIAN
BOULDER COUNTY . COLORADO

- Line Table -

L1	-	NORTH 12-20-00 WEST .	176.0 FEET
L2	-	NORTH 19-00-00 WEST .	93.0 FEET
L3	-	NORTH 26-00-00 WEST .	94.0 FEET
L4	-	NORTH 42-25-00 WEST .	87.0 FEET
L5	-	NORTH 38-31-00 WEST .	64.0 FEET
L6	-	NORTH 31-05-00 WEST .	65.0 FEET
L7	-	NORTH 83-06-12 EAST .	26.90 FEET
L8	-	NORTH 06-53-48 WEST .	260.79 FEET
L9	-	SOUTH 78-02-20 WEST .	60.24 FEET
L10	-	SOUTH 06-53-48 EAST .	255.48 FEET
L11	-	NORTH 83-06-12 EAST .	33.10 FEET

DEGREES - MINUTES - SECONDS

24 FOOT WIDE UTILITY
AND ACCESS EASEMENT
13,896 SQUARE FEET
HATCHED AREA



- Flagstaff Surveying Inc. -
TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737
14274Y-4.dwg . 5 February 2008

NEDERLAND TOWN SHOP SITE

SHOP SITE
PURCHASE
PARCEL

EXPANSION
PARCEL

After Recording
Return to:
PO Box 471.
Boulder, CO 80306

Flagstaff Surveying Inc.

Existing Nederland Town Shop Site Parcel - 5.18 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South $87^{\circ}21'48''$ East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North $00^{\circ}00'00''$ East,
a distance of 402.76 feet;

thence North $90^{\circ}00'00''$ West,
a distance of 578.88 feet to a point on
the west line of the southeast 1/4 of the
southeast 1/4 of said Section 12;

thence South $00^{\circ}15'22''$ West,
along the west line of the southeast 1/4
of the southeast 1/4 of said Section 12,
a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 5.18 acres, more or less.


11/2/2009
prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts1.doc



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Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Flagstaff Surveying Inc.

Existing Nederland Town Shop Site Parcel - 5.18 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South $87^{\circ}21'48''$ East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North $00^{\circ}00'00''$ East,
a distance of 402.76 feet;

thence North $90^{\circ}00'00''$ West,
a distance of 578.88 feet to a point on
the west line of the southeast 1/4 of the
southeast 1/4 of said Section 12;

thence South $00^{\circ}15'22''$ West,
along the west line of the southeast 1/4
of the southeast 1/4 of said Section 12,
a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 5.18 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts1.doc



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Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Flagstaff Surveying Inc.

Existing Nederland Town Shop Site Parcel - 5.18 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East,
a distance of 402.76 feet;

thence North 90°00'00" West,
a distance of 578.88 feet to a point on
the west line of the southeast 1/4 of the
southeast 1/4 of said Section 12;

thence South 00°15'22" West,
along the west line of the southeast 1/4
of the southeast 1/4 of said Section 12,
a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 5.18 acres, more or less.


11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts1.doc



637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 270.00 feet;

thence South 00°00'00" West, a distance of 415.20 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 270.29 feet to the **Point of Beginning**.

This parcel contains 2.54 acres, more or less.



11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts2.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the south line of said Section 12; a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 270.00 feet;

thence South 00°00'00" West, a distance of 415.20 feet to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12, a distance of 270.29 feet to the **Point of Beginning**.

This parcel contains 2.54 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts2.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South $87^{\circ}21'48''$ East, along the south line of said Section 12; a distance of 581.17 feet to the **Point of Beginning**;

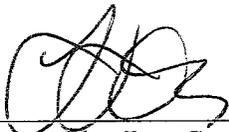
thence North $00^{\circ}00'00''$ East, a distance of 402.76 feet;

thence North $90^{\circ}00'00''$ East, a distance of 270.00 feet;

thence South $00^{\circ}00'00''$ West, a distance of 415.20 feet to a point on the south line of Section 12;

thence North $87^{\circ}21'48''$ West, along the south line of Section 12, a distance of 270.29 feet to the **Point of Beginning**.

This parcel contains 2.54 acres, more or less.



11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts2.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Parcel - 7.72 acres (Existing parcel + Purchase Parcel + Expansion Parcel)

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

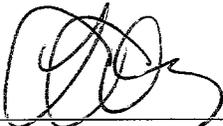
thence South 87°21'48" East, along the south line of said Section 12; a distance of 851.46 feet;

thence North 00°00'00" East, a distance of 415.20 feet;

thence North 90°00'00" West, a distance of 848.88 feet to a point on the west line of the southeast 1/4 of the southeast 1/4 of Section 12;

thence South 00°00'00" West, along the west line of the southeast 1/4 of the southeast 1/4 of Section 12, a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 7.72 acres, more or less.



11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts3.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Parcel - 7.72 acres (Existing parcel + Purchase Parcel + Expansion Parcel)

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

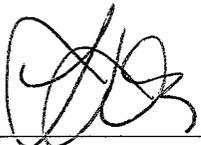
thence South 87°21'48" East, along the south line of said Section 12; a distance of 851.46 feet;

thence North 00°00'00" East, a distance of 415.20 feet;

thence North 90°00'00" West, a distance of 848.88 feet to a point on the west line of the southeast 1/4 of the southeast 1/4 of Section 12;

thence South 00°00'00" West, along the west line of the southeast 1/4 of the southeast 14 of Section 12, a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 7.72 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts3.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Parcel - 7.72 acres (Existing parcel + Purchase Parcel + Expansion Parcel)

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

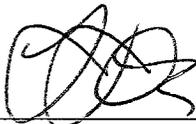
thence South 87°21'48" East, along the south line of said Section 12; a distance of 851.46 feet;

thence North 00°00'00" East, a distance of 415.20 feet;

thence North 90°00'00" West, a distance of 848.88 feet to a point on the west line of the southeast 1/4 of the southeast 1/4 of Section 12;

thence South 00°00'00" West, along the west line of the southeast 1/4 of the southeast 14 of Section 12, a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 7.72 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts3.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Utility & Access Easement - 0.67 acres

A twenty-four (24) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, said strip lying twelve (12) feet of each side of the following described centerline:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 3.34 feet
to the **Point of Beginning**;

thence North 12°20'00" West, a distance of 176.0 feet;

thence North 19°00'00" West, a distance of 93.0 feet;

thence North 26°00'00" West, a distance of 94.0 feet;

thence North 42°25'00" West, a distance of 87.0 feet;

thence North 38°31'00" West, a distance of 64.0 feet;

thence North 31°05'00" West, a distance of 65.0 feet to a point hereinafter referred to as "*Point R*", the **Point of Termination** of the 24 foot wide section of this description.

AND

sheet 1 of 3

Flagstaff Surveying Inc.

A sixty (60) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;
thence North 90°00'00" East, a distance of 3.34 feet;
thence North 12°20'00" West, a distance of 176.0 feet;
thence North 19°00'00" West, a distance of 93.0 feet;
thence North 26°00'00" West, a distance of 94.0 feet;
thence North 42°25'00" West, a distance of 87.0 feet;
thence North 38°31'00" West, a distance of 64.0 feet;

thence North 31°05'00" West, a distance of 65.0 feet to a point hereinafter referred to as "*Point R*", said point being the **Point of Beginning**;

thence North 83°06'12" West, a distance of 26.90 feet;

thence North 06°53'48" West, along the westerly fence of the Boulder County Recycle Transfer Station and along said line extended northerly and southerly, a distance of 260.79 feet to the centerline of Ridge Road (Boulder County Road No. 128E);

thence South 78°02'20" West, along the centerline of Ridge Road,
a distance of 60.24 feet;

sheet 2 of 3

Flagstaff Surveying Inc.

thence South 06°53'48" East, a distance of 255.48 feet;

thence North 83°06'12" East, a distance of 33.10 feet
to the **Point of Beginning**.

These parcels contain a total gross area of 0.67 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



sheet 3 of 3

637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Flagstaff Surveying Inc.

Nederland Town Shop Site Utility & Access Easement - 0.67 acres

A twenty-four (24) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, said strip lying twelve (12) feet of each side of the following described centerline:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 3.34 feet
to the **Point of Beginning**;

thence North 12°20'00" West, a distance of 176.0 feet;

thence North 19°00'00" West, a distance of 93.0 feet;

thence North 26°00'00" West, a distance of 94.0 feet;

thence North 42°25'00" West, a distance of 87.0 feet;

thence North 38°31'00" West, a distance of 64.0 feet;

thence North 31°05'00" West, a distance of 65.0 feet to a point hereinafter referred to as "*Point R*", the **Point of Termination** of the 24 foot wide section of this description.

AND

sheet 1 of 3

Flagstaff Surveying Inc.

A sixty (60) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South $87^{\circ}21'48''$ East,
along the south line of said Section 12;
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thence North $12^{\circ}20'00''$ West, a distance of 176.0 feet;
thence North $19^{\circ}00'00''$ West, a distance of 93.0 feet;
thence North $26^{\circ}00'00''$ West, a distance of 94.0 feet;
thence North $42^{\circ}25'00''$ West, a distance of 87.0 feet;
thence North $38^{\circ}31'00''$ West, a distance of 64.0 feet;

thence North $31^{\circ}05'00''$ West, a distance of 65.0 feet to a point hereinafter referred to as "*Point R*", said point being the **Point of Beginning**;

thence North $83^{\circ}06'12''$ West, a distance of 26.90 feet;

thence North $06^{\circ}53'48''$ West, along the westerly fence of the Boulder County Recycle Transfer Station and along said line extended northerly and southerly, a distance of 260.79 feet to the centerline of Ridge Road (Boulder County Road No. 128E);

thence South $78^{\circ}02'20''$ West, along the centerline of Ridge Road,
a distance of 60.24 feet;

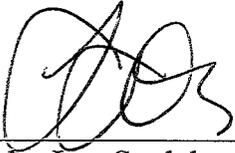
sheet 2 of 3

Flagstaff Surveying Inc.

thence South 06°53'48" East, a distance of 255.48 feet;

thence North 83°06'12" East, a distance of 33.10 feet
to the **Point of Beginning**.

These parcels contain a total gross area of 0.67 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



sheet 3 of 3

Flagstaff Surveying Inc.

Nederland Town Shop Site Utility & Access Easement - 0.67 acres

A twenty-four (24) foot wide strip of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, said strip lying twelve (12) feet of each side of the following described centerline:

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a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 3.34 feet
to the **Point of Beginning**;

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AND

sheet 1 of 3

Flagstaff Surveying Inc.

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thence South $87^{\circ}21'48''$ East,
along the south line of said Section 12;
a distance of 581.17 feet;

thence North $00^{\circ}00'00''$ East, a distance of 402.76 feet;
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thence South $78^{\circ}02'20''$ West, along the centerline of Ridge Road,
a distance of 60.24 feet;

sheet 2 of 3

Flagstaff Surveying Inc.

thence South $06^{\circ}53'48''$ East, a distance of 255.48 feet;

thence North $83^{\circ}06'12''$ East, a distance of 33.10 feet
to the **Point of Beginning**.

These parcels contain a total gross area of 0.67 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



sheet 3 of 3

637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
p.303.499.9737 f.303.499.9770

Flagstaff Surveying Inc.

Nederland Town Shop Site Purchase parcel - 1.50 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southwest 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 160.75 feet;

thence South 00°00'00" West, a distance of 410.17 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 160.92 feet to the **Point of Beginning**.

This parcel contains 1.50 acres, more or less.

 11/2/09

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



637 South Broadway . Suite C - Table Mesa Shopping Center
Boulder . Colorado . 80305
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leestadele@flagstaffsurveying.com

Flagstaff Surveying Inc.

Nederland Town Shop Site Purchase parcel - 1.50 acres

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thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet to the **Point of Beginning**;

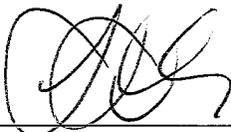
thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" East, a distance of 160.75 feet;

thence South 00°00'00" West, a distance of 410.17 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 160.92 feet to the **Point of Beginning**.

This parcel contains 1.50 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts4.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel - 1.04 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet

thence continuing South 87°21'48" East,
along the south line of said Section 12,
a distance of 160.92 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 410.17 feet;

thence North 90°00'00" East, a distance of 109.25 feet;

thence South 00°00'00" West, a distance of 415.20 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 109.37 feet to the **Point of Beginning**.

This parcel contains 1.04 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts5.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel - 1.04 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet

thence continuing South 87°21'48" East,
along the south line of said Section 12,
a distance of 160.92 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 410.17 feet;

thence North 90°00'00" East, a distance of 109.25 feet;

thence South 00°00'00" West, a distance of 415.20 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 109.37 feet to the **Point of Beginning**.

This parcel contains 1.04 acres, more or less.

 11/2/2009

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Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts5.doc



Flagstaff Surveying Inc.

Nederland Town Shop Site Expansion Parcel - 1.04 acres

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Commencing at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East,
along the south line of said Section 12,
a distance of 581.17 feet

thence continuing South 87°21'48" East,
along the south line of said Section 12,
a distance of 160.92 feet to the **Point of Beginning**;

thence North 00°00'00" East, a distance of 410.17 feet;

thence North 90°00'00" East, a distance of 109.25 feet;

thence South 00°00'00" West, a distance of 415.20 feet
to a point on the south line of Section 12;

thence North 87°21'48" West, along the south line of Section 12,
a distance of 109.37 feet to the **Point of Beginning**.

This parcel contains 1.04 acres, more or less.

 11/2/2009

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts5.doc



Flagstaff Surveying Inc.

Resulting Nederland Town Shop Site Parcel - 6.68 acres (Existing parcel + Purchase Parcel)

A parcel of land located in the southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

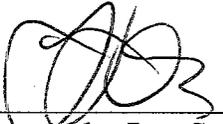
thence South 87°21'48" East, along the south line of said Section 12; a distance of 742.09 feet;

thence North 00°00'00" East, a distance of 410.17 feet;

thence North 90°00'00" West, a distance of 739.63 feet to a point on the west line of the southeast 1/4 of the southeast 1/4 of Section 12;

thence South 00°00'00" West, along the west line of the southeast 1/4 of the southeast 14 of Section 12, a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 6.68 acres, more or less.

 11/2/09

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts6.doc



Flagstaff Surveying Inc.

Resulting Nederland Town Shop Site Parcel - 6.68 acres (Existing parcel + Purchase Parcel)

A parcel of land located in the southeast quarter (SE 1/4)
of Section 12, Township 1 South, Range 73 West of the 6th P.M.,
Boulder County, Colorado, described as follows:

Beginning at the southwest corner of the
southeast 1/4 of the southeast 1/4 of Section 12,
monumented by a 5/8 inch diameter rebar with a
2 inch diameter aluminum cap set by Robert Sayre,
Colorado LS 11372;

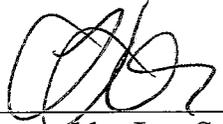
thence South $87^{\circ}21'48''$ East, along the south line of said Section 12;
a distance of 742.09 feet;

thence North $00^{\circ}00'00''$ East, a distance of 410.17 feet;

thence North $90^{\circ}00'00''$ West, a distance of 739.63 feet
to a point on the west line of the southeast 1/4 of the southeast 1/4
of Section 12;

thence South $00^{\circ}00'00''$ West, along the west line of the southeast 1/4
of the southeast 14 of Section 12, a distance of 376.03 feet to the
Point of Beginning.

This parcel contains 6.68 acres, more or less.


11/2/09
prepared by Lee Stadele
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Flagstaff Surveying Inc.

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thence South 00°00'00" West, along the west line of the southeast 1/4 of the southeast 14 of Section 12, a distance of 376.03 feet to the **Point of Beginning**.

This parcel contains 6.68 acres, more or less.

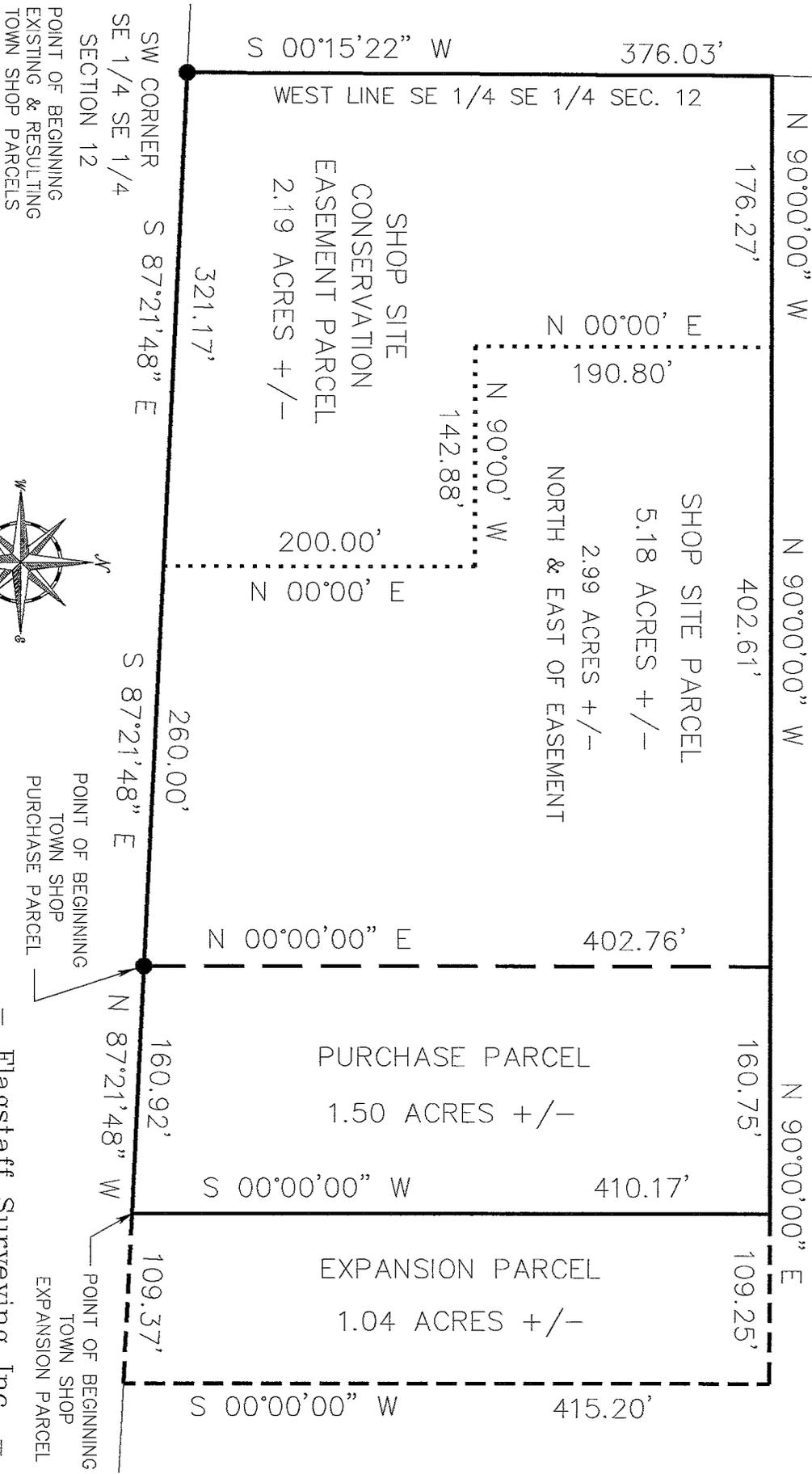
 11/2/09

prepared by Lee Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
word file 14274ts6.doc



- Nederland Town Shop Site Parcels -

LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST OF THE 6TH P.M.
BOULDER COUNTY . COLORADO



SCALE : 1" = 100'

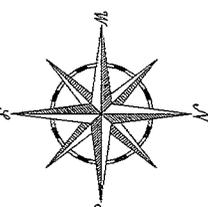
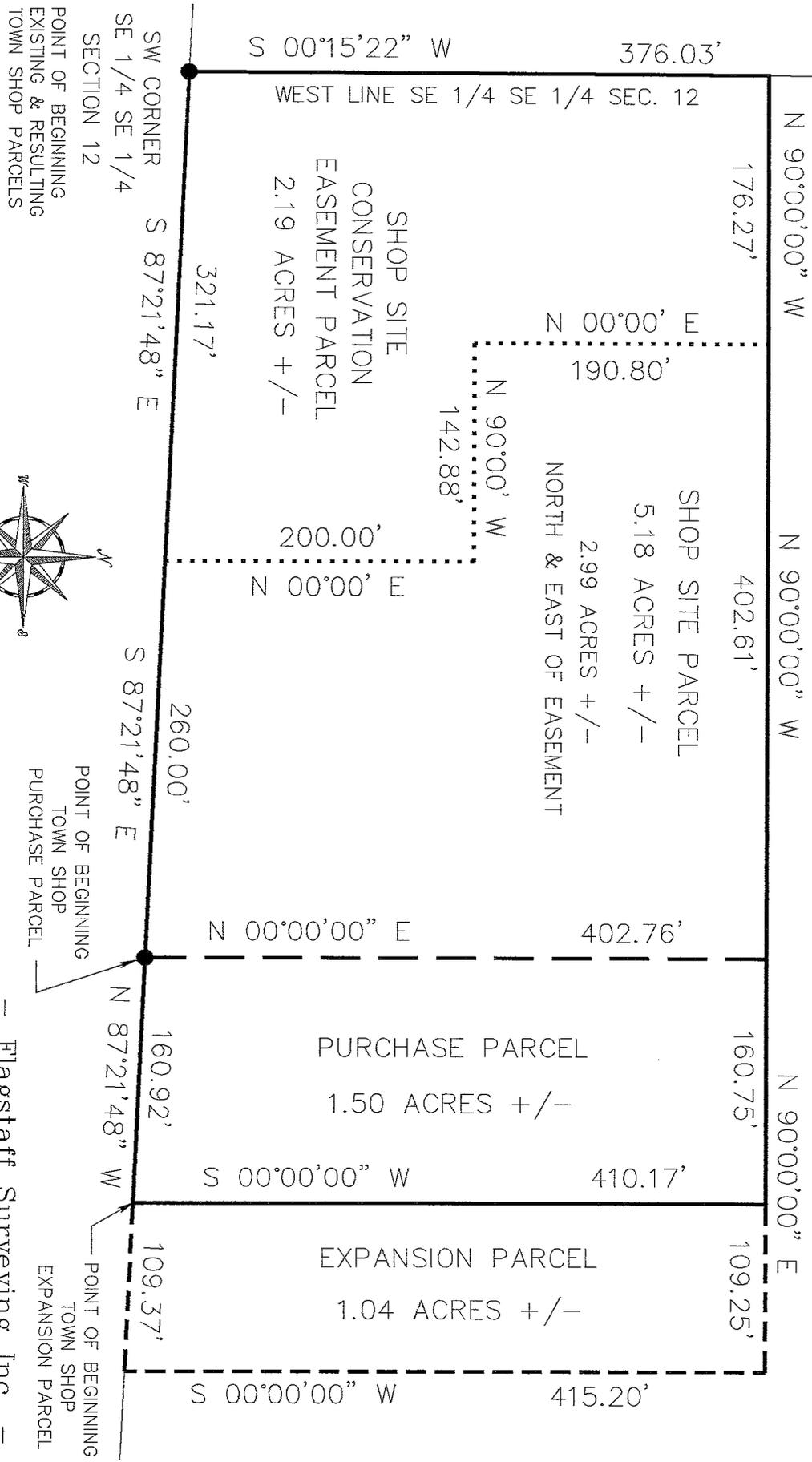
- Flagstaff Surveying Inc. -

Table Mesa Shopping Center
637 South Broadway . Suite C
Boulder . Colorado . 80305

303.499.9737

— Nederland Town Shop Site Parcels —

LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST OF THE 6TH P.M.
BOULDER COUNTY . COLORADO



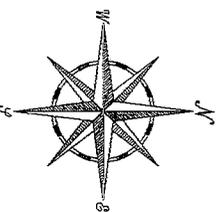
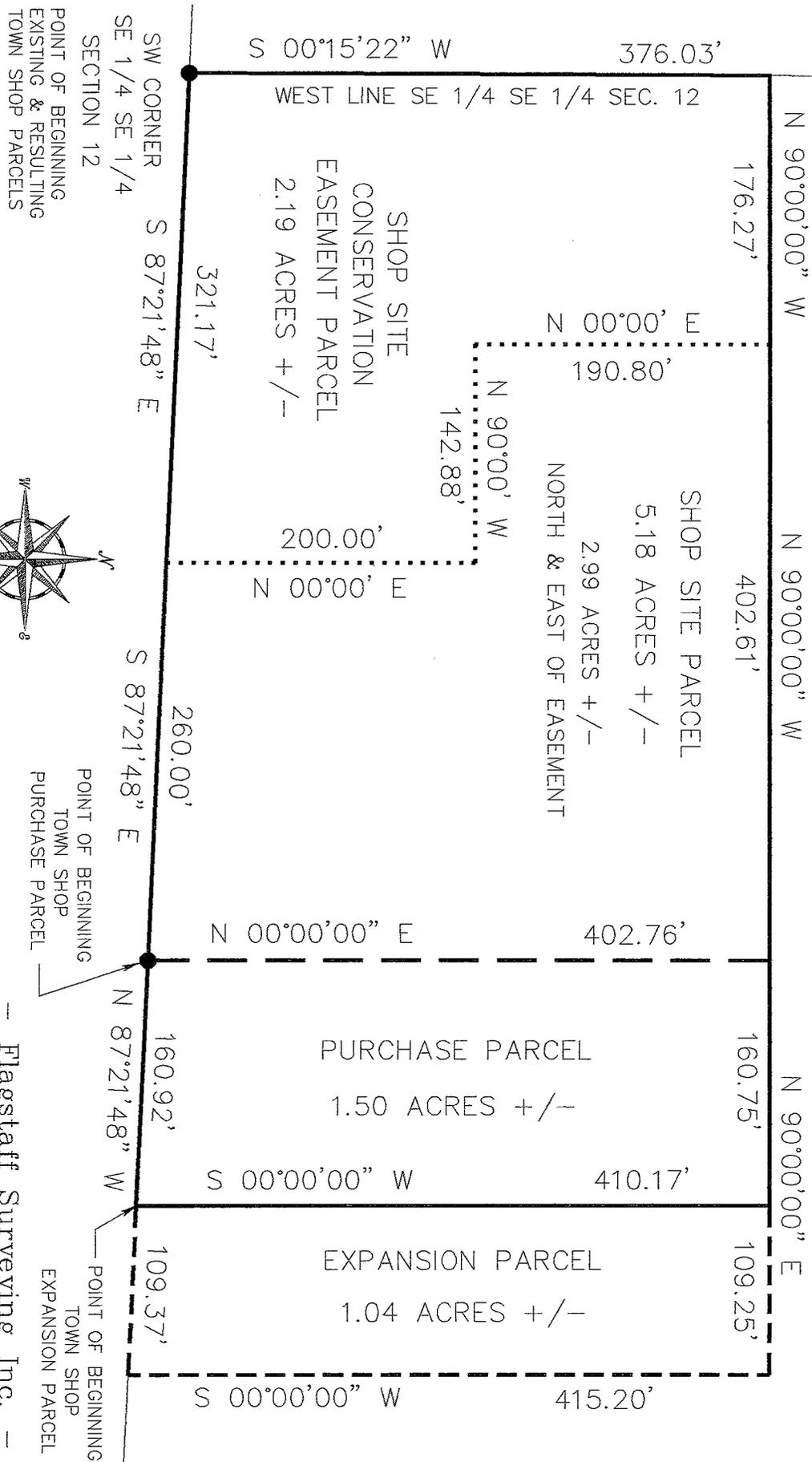
SCALE : 1" = 100'

— Flagstaff Surveying Inc. —

Table Mesa Shopping Center
637 South Broadway . Suite C
Boulder . Colorado . 80305

— Nederland Town Shop Site Parcels —

LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE 6TH P.M.
BOULDER COUNTY, COLORADO



SCALE : 1" = 100'

— Flagstaff Surveying Inc. —

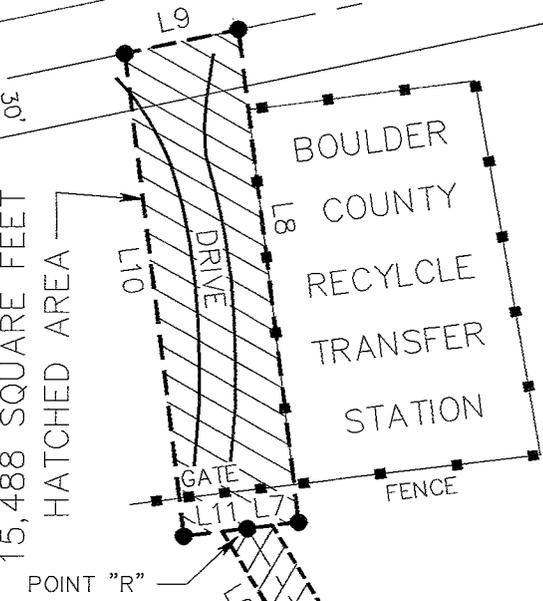
Table Mesa Shopping Center
637 South Broadway . Suite C
Boulder . Colorado . 80305

Ridge Road

- Easement Exhibit -

LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST
OF THE 6TH PRINCIPAL MERIDIAN
BOULDER COUNTY . COLORADO

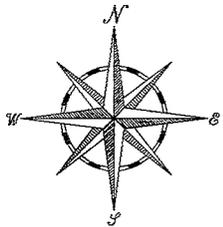
60 FOOT WIDE UTILITY
AND ACCESS EASEMENT
15,488 SQUARE FEET
HATCHED AREA



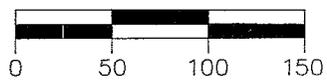
- Line Table -

L1	- NORTH 12-20-00 WEST . 176.0 FEET
L2	- NORTH 19-00-00 WEST . 93.0 FEET
L3	- NORTH 26-00-00 WEST . 94.0 FEET
L4	- NORTH 42-25-00 WEST . 87.0 FEET
L5	- NORTH 38-31-00 WEST . 64.0 FEET
L6	- NORTH 31-05-00 WEST . 65.0 FEET
L7	- NORTH 83-06-12 EAST . 26.90 FEET
L8	- NORTH 06-53-48 WEST . 260.79 FEET
L9	- SOUTH 78-02-20 WEST . 60.24 FEET
L10	- SOUTH 06-53-48 EAST . 255.48 FEET
L11	- NORTH 83-06-12 EAST . 33.10 FEET

DEGREES - MINUTES - SECONDS



SCALE : 1" = 100'

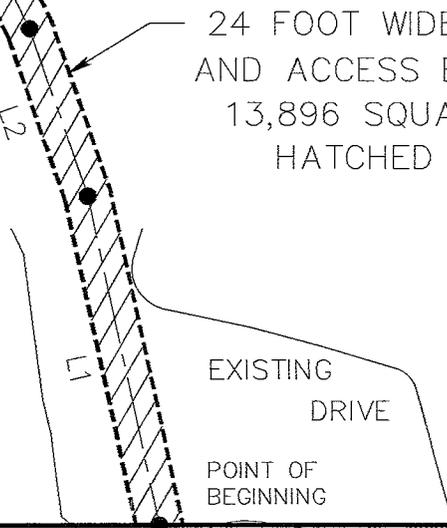


- Flagstaff Surveying Inc. -

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737

14274Y-4.dwg . 5 February 2008

24 FOOT WIDE UTILITY
AND ACCESS EASEMENT
13,896 SQUARE FEET
HATCHED AREA



NEDERLAND TOWN SHOP SITE

SHOP SITE
PURCHASE
PARCEL

EXPANSION
PARCEL

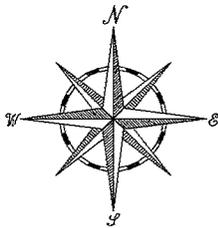
Ridge Road

- Easement Exhibit -

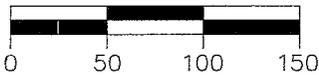
LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST
OF THE 6TH PRINCIPAL MERIDIAN
BOULDER COUNTY . COLORADO

60 FOOT WIDE UTILITY
AND ACCESS EASEMENT
15,488 SQUARE FEET
HATCHED AREA

BO.CO.
BUILDING



SCALE : 1" = 100'



- Flagstaff Surveying Inc. -

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737

14274Y-4.dwg . 5 February 2008

BOULDER
COUNTY
RECYCLCLE
TRANSFER
STATION

DRIVE

GATE

FENCE

POINT "R"

- Line Table -

L1	- NORTH 12-20-00 WEST . 176.0 FEET
L2	- NORTH 19-00-00 WEST . 93.0 FEET
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DEGREES - MINUTES - SECONDS

24 FOOT WIDE UTILITY
AND ACCESS EASEMENT
13,896 SQUARE FEET
HATCHED AREA

EXISTING
DRIVE

POINT OF
BEGINNING

NEDERLAND TOWN SHOP SITE

SHOP SITE
PURCHASE
PARCEL

EXPANSION
PARCEL

Ridge Road

- Easement Exhibit -

LOCATED IN THE SE 1/4 OF SECTION 12
TOWNSHIP 1 SOUTH . RANGE 73 WEST
OF THE 6TH PRINCIPAL MERIDIAN
BOULDER COUNTY . COLORADO

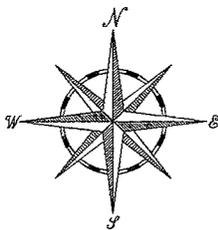
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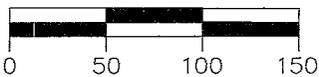
DEGREES - MINUTES - SECONDS

60 FOOT WIDE UTILITY
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15,488 SQUARE FEET
HATCHED AREA

BO.CO.
BUILDING



SCALE : 1" = 100'



- Flagstaff Surveying Inc. -

TABLE MESA SHOPPING CENTER
637 SOUTH BROADWAY . SUITE C
BOULDER . COLORADO . 80305
303.499.9737

14274Y-4.dwg . 5 February 2008

NEDERLAND TOWN SHOP SITE

SHOP SITE
PURCHASE
PARCEL

EXPANSION
PARCEL

24 FOOT WIDE UTILITY
AND ACCESS EASEMENT
13,896 SQUARE FEET
HATCHED AREA

EXISTING
DRIVE

POINT OF
BEGINNING

POINT "R"

GATE

FENCE

BOULDER
COUNTY
RECYCLE
TRANSFER
STATION

L10

L9

L8

L11

L7

L6

L5

L4

L3

L2

L1

24'



Samely 3594
15831200016



Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 01-04-2011

Our Order Number: WC70293753

Property Address:

VACANT LAND NEDERLAND, CO 80466

If you have any inquiries or require further assistance, please contact one of the numbers below:

For Closing Assistance:

Suzan DeBerg
2595 CANYON BLVD #340
BOULDER, CO 80302
Phone: 720-406-2094
Fax: 303-442-7913
EMail: sdeberg@ltgc.com

Closer's Assistant:

Michelle Fahey
Phone: 720-565-6202
Fax: 303-393-4944
EMail: mfahey@ltgc.com

For Title Assistance:

Boulder Title "W" Unit
Kim Zimmerman
2595 CANYON BLVD #340
BOULDER, CO 80302
Phone: 303-444-4101
Fax: 303-786-8423
EMail: kzimmerman@ltgc.com

BOULDER COUNTY ATTORNEY
P.O. BOX 471
BULDER, CO 80306
Attn: PAT MAYNE
Phone: 303-441-4833
Copies: 1
EMail: pmayne@bouldercounty.org
Linked Commitment Delivery

TOWN OF NEDERLAND
P.O. BOX 396
NEDERLAND, CO 80466
Attn: (CONTACT PENDING)
Fax: 303-258-1240
Copies: 1
Linked Commitment Delivery

LAND TITLE GUARANTEE COMPANY
2595 CANYON BLVD #340
BOULDER, CO 80302
Attn: Suzan DeBerg
Phone: 303-444-4101
Fax: 303-442-7913
Copies: 1
EMail: sdeberg@ltgc.com

BOARD OF COUNTY COMMISSIONERS
P.O. BOX 471
BOULDER, CO 80306
Attn: (CONTACT PENDING)
Copies: 1
Linked Commitment Delivery



Land Title Guarantee Company

Date: 01-04-2011

Our Order Number: WC70293753

Property Address:

VACANT LAND NEDERLAND, CO 80466

Buyer/Borrower:

TOWN OF NEDERLAND, A COLORADO MUNICIPAL CORPORATION

Seller/Owner:

COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC

Wire Information:

**Bank: FIRSTBANK OF COLORADO
10403 W COLFAX AVENUE
LAKEWOOD, CO 80215**

Phone: 303-237-5000

Credit: LAND TITLE GUARANTEE COMPANY

ABA No.: 107005047

Account: 2160521825

Attention: Suzan DeBerg

Need a map or directions for your upcoming closing? Check out Land Title's web site at www.ltgc.com for directions to any of our 54 office locations.

ESTIMATE OF TITLE FEES

ALTA Owners Policy 06-17-06	\$542.00
Tax Report (will be ordered prior to closing)	\$25.00

If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.

TOTAL

\$567.00

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. WC70293753

Schedule A

Cust. Ref.:

Property Address:

VACANT LAND NEDERLAND, CO 80466

1. **Effective Date:** December 23, 2010 at 5:00 P.M.

2. **Policy to be Issued, and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06

\$13,500.00

Proposed Insured:

TOWN OF NEDERLAND, A COLORADO MUNICIPAL CORPORATION

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC

5. **The Land referred to in this Commitment is described as follows:**

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 73 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, MONUMENTED BY A 5/8 INCH DIAMETER REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP SET BY ROBERT SAYRE, COLORADO LS 11372;

THENCE SOUTH 87°21'48" EAST, ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 581.17 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 402.76 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 160.75 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 410.17 FEET TO A POINT ON THE SOUTH LINE OF SECTION 12;

THENCE NORTH 87°21'48" WEST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 160.92 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY LEE STADELE
FLAGSTAFF SURVEYING
637 SOUTH BROADWAY, SUITE C
BOULDER, CO 80305
303-499-9737

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. WC70293753

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. RECORDED DULY EXECUTED DIVISION OF LAND FOR SUBJECT PROPERTY.
2. WARRANTY DEED FROM COUNTY OF BOULDER, A BODY CORPORATE AND POLITIC TO TOWN OF NEDERLAND, A COLORADO MUNICIPAL CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. WC70293753

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. EXISTING LEASES AND TENANCIES.
9. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED UPON RECORDATION BY THE TOWN OF NEDERLAND OF A DEED COMBINING SUBJECT PROPERTY (THE "SHOP SITE") WITH THAT ADJACENT PARCEL OF LAND COMMONLY REFERED TO AS THE "GARAGE SITE", AND RECORDATION OF A DULY EXECUTED AND ACKNOWLEDLED ACCESS EASEMENT TO THE COMBINED SITE.

10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED MAY 18, 1874 IN BOOK V AT PAGE 566.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. WC70293753

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

11. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY GRANT TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY RECORDED MAY 29, 1967 AT RECEPTION NO. 847718.
12. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT AND RIGHT OF WAY RECORDED AUGUST 23, 1976 AT RECEPTION NO. 189112.
13. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED NOVEMBER 21, 1978 AT RECEPTION NO. 310499.
14. TERMS, CONDITIONS AND PROVISIONS OF NOTICE CONCERNING UNDERGROUND FACILITIES RECORDED JANUARY 25, 1991 AT RECEPTION NO. 1084875.
15. TERMS, CONDITIONS AND PROVISIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED AUGUST 20, 2002 AT RECEPTION NO. 2321460.
16. TERMS, CONDITIONS AND PROVISIONS OF PURCHASE AND SALE AGREEMENT AND DIVISION OF LAND BY AND BETWEEN THE TOWN OF NEDERLAND AND THE COUNTY OF BOULDER DATED NOVEMBER 10, 2010.
17. TERMS, CONDITIONS AND PROVISIONS OF ACCESS AND UTILITY EASEMENT AGREEMENT DATED NOVEMBER 10, 2010.

LAND TITLE GUARANTEE COMPANY and LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,
LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- * applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- * your transactions with, or from the services being performed by, us, our affiliates, or others;
- * a consumer reporting agency, if such information is provided to us in connection with your transaction; and
- * the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- * We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- * We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- * Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- * We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

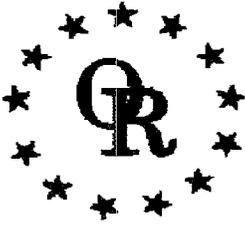
WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment to Insure

ALTA Commitment - 2006 Rev.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.

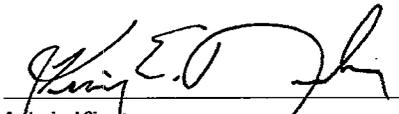
STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

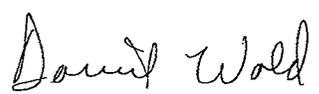
1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signature








DEC 22 2009

REC'D BY _____
TIME _____

TOWN MAINTENANCE SHOP ANNEXATION
AMENDMENT TO THE
NEDERLAND BOULDER COUNTY
COMPREHENSIVE DEVELOPMENT PLAN
INTERGOVERNMENTAL AGREEMENT

This Amendment to the Nederland Boulder County Comprehensive Development Plan Intergovernmental Agreement by and between the Town of Nederland, a Colorado municipal corporation (Nederland); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County) (collectively the "Parties"), is made to be effective on the 12th day of May, 2009.

WITNESSETH:

WHEREAS, section 29-20-101 et seq., C.R.S. as amended, enables the Parties to enter into intergovernmental agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "Comprehensive Development Plan"; and

WHEREAS, in order to ensure that the unique and individual character of Nederland is preserved, the Parties entered into the Nederland Boulder County Comprehensive Development Plan Intergovernmental Agreement (the "Agreement") effective March 2, 2002, that recognizes the annexed areas and development approved by Nederland, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands within the Plan Area, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the prohibition of annexation or development of certain lands within the Rural Preservation Area of the Plan by Nederland contained in Section 4 of said Agreement has certain limited exceptions for annexation of parcels of land to be used for Town utilities purposes; and

WHEREAS, since the effective date of the Agreement, Boulder County conveyed to the Town a portion of its County road maintenance shop parcel in the Rural Preservation Area of the Plan, but adjacent to the Town's boundary, as described on Exhibit A attached hereto and incorporated herein by this reference (the "Town Maintenance Shop Parcel"); and

WHEREAS, the Town has expressed the desire to annex the Town Maintenance Shop Parcel and the Parties desire to enable such annexation by amending the Agreement to clearly allow for such annexation; and

WHEREAS, the Nederland Board of Trustees adopted Ordinance No. 661 (codified at Section 15-5 of the Nederland Town Code), that removes the voter approval requirement for annexations of Town-owned properties; and

WHEREAS, it is appropriate to reflect this change in the Town Code in the provisions of the Agreement through this Amendment to enable the Town to proceed to acquire and annex lands needed for municipal governmental uses; and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Amendment to the Agreement and the adoption of an amendment to the comprehensive development plan previously approved in the Agreement.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree to amend the Agreement and the Comprehensive Development Plan as follows:

1. ANNEXATION OF TOWN MAINTENANCE SHOP PARCEL:

Notwithstanding any provision of the Agreement to the contrary, the Parties agree that the Town Maintenance Shop Parcel, as described and shown on Exhibit A, may be annexed to the Town, and once annexed, shall be treated for purposes of the Agreement as other lands within the Nederland Town limits, and subject to the regulatory jurisdiction of the Town. No County approvals shall then be necessary for the development of the Town's Maintenance Shop on said Parcel.

2. AMENDED RURAL PRESERVATION AREA:

The Town Maintenance Shop Parcel shall no longer be considered a portion of the Rural Preservation Area pursuant to the Agreement and the comprehensive development plan incorporated therein. Except for the Town Maintenance Shop Parcel, all other lands in the Rural Preservation Area shall remain in said Area for the term of the Agreement, except for lands annexed by the Town in accordance with the terms of Section 4 of the Agreement.

3. ELIMINATION OF VOTER APPROVAL REQUIREMENT FOR ANNEXATION OF TOWN-OWNED LANDS. The Agreement is amended by the revision of paragraph 4.c. to read as follows:

4. ANNEXATION.

- c. Notwithstanding any other provisions of this Agreement, the Nederland Board of Trustees may determine, in its sole discretion that it needs land in the Rural Preservation Area for utilities, including but not limited to water, water storage, water treatment, sewer, sewage treatment, roads, OR FOR OTHER MUNICIPAL GOVERNMENTAL PURPOSES. Should the Town proceed with acquisition of such land, whether or not through the exercise of eminent domain, the Town may then annex such land, AND USE SUCH LAND FOR MUNICIPAL GOVERNMENTAL PURPOSES, and such annexation need not be

submitted to review or approval by the Boulder County Planning Commission or the Boulder County Board of County Commissioners. However, such annexation will require referral to the Nederland Planning Commission for recommendation, AND approval by the Nederland Board of Trustees, and approval by the qualified electors of the Town of Nederland at an election.

3. AMENDMENTS AND CONTINUATION OF THE AGREEMENT:

This Amendment to the Agreement, including Exhibit A, contains the entire amendment agreement between the Parties. Except as expressly provided in this Amendment, the Agreement and its incorporated comprehensive development plan shall remain in full force and effect for the term therein stated, and no other amendment to the Agreement shall be implied from the terms of this Amendment.

4. BENEFICIARIES:

The Parties, in their corporate and representative governmental capacities, are the only entities, intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

5. ENFORCEMENT:

Either of the Parties may enforce this Amendment by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

6. GOVERNING LAW AND VENUE:

This Amendment shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

7. TERM:

This Amendment shall not affect the term of the Agreement, and the Agreement shall be amended by this Amendment as provided herein through the term of the Agreement.

THIS AMENDMENT HAS BEEN APPROVED by the parties as evidenced by the signatures of their authorized representatives below to take effect as set forth above.

TOWN OF NEDERLAND:

(SEAL)

Mart Cheshes 12/3/09
By: Martin Cheshes, Mayor Date

ATTEST:

APPROVED AS TO FORM:

Berti Lange
Town Clerk

[Signature]
Town Attorney



(SEAL)

BOULDER COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

Ben Pearlman

11/30/09

By: Ben Pearlman, Chair

Date

ATTEST:

APPROVED AS TO FORM:

Mike Snyder

Clerk to the Board

Lawrence

County Attorney

RESOLUTION 2007-65

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #SU-07-001/SE-07-007 ("TOWN OF NEDERLAND SU/SSDP/SE"): A SPECIAL USE REQUEST, WITH ASSOCIATED SITE SPECIFIC DEVELOPMENT PLAN, FOR A PUBLIC WORKS AND MAINTENANCE SHOP FACILITY FOR THE TOWN OF NEDERLAND, WITH AN ASSOCIATED SUBDIVISION EXEMPTION APPROVAL FOR A BOUNDARY LINE ADJUSTMENT BETWEEN TWO PARCELS, ON PROPERTY LOCATED AT 294 RIDGE ROAD, NORTH OF NEDERLAND, EAST OF THE PEAK-TO-PEAK SCENIC BYWAY AND SOUTH OF RIDGE ROAD, AND SOUTH OF THE BOULDER COUNTY ROAD MAINTENANCE FACILITY, IN SECTION 12, T1S, R73W, UNINCORPORATED BOULDER COUNTY

WHEREAS, the Town of Nederland ("the Town") and the Boulder County Transportation Department (collectively, "Applicants"), have requested approval pursuant to Article 4-600 of the Boulder County Land Use Code ("the Land Use Code"), for a special use approval, with an associated site specific development plan, to allow for the replacement of the Town's public works shop (currently located within the Town), on a Town-owned property adjacent to the County's existing maintenance facility; and

WHEREAS, the Town's property which is the subject of this request is located as described in the caption to this Resolution, above ("the Subject Property"), in the Forestry Zoning District in unincorporated Boulder County; and

WHEREAS, the Subject Property consists of approximately 5-1/2 acres which includes a 2.19-acre conservation easement area; and

WHEREAS, the proposal includes a subdivision exemption request for a boundary line adjustment under Article 9-100 of the Land Use Code, to allow the Town to add to the Subject Property an additional 1.5 acres, to be acquired from the County's adjacent maintenance facility parcel; and

WHEREAS, the proposed replacement public works/maintenance shop will be comprised of a 6000 square-foot building that will house the maintenance garage and office area, and a 3,750 square-foot building that will contain materials and equipment that are part of the public works operation; and

WHEREAS, access to the proposed facility will be from Ridge Road, and along an existing access drive through the County's maintenance facility property; and

WHEREAS, the above-described request was processed and reviewed as Boulder County Land Use Docket #SU-07-001/SE-07-007 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Board dated June 7, 2007, with its attachments ("the Staff Recommendation"); and

WHEREAS, on May 16, 2007, the Boulder County Planning Commission ("the Planning Commission") held a duly-noticed public hearing on the special use request portion of the Docket, and recommended conditional approval of the Docket to the Board; and

WHEREAS, on June 7, 2007, the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the Staff Recommendation and the recommendation of the Planning Commission, as well as the documents and testimony presented by the County Land Use Department and as further reflected on the official record of the Public Hearing; and

WHEREAS, based on the Public Hearing, the Board finds that the Docket meets the criteria for special use approval set forth in Article 4 of the Land Use Code, and can be approved, subject to the conditions stated below, and, further, that the Docket, with the submission of the standard development agreement, meets the criteria in the Land Use Code for a site-specific development plan, also subject to the conditions stated below; and

WHEREAS, based on the Public Hearing, the Board further finds that the Docket meets the criteria for a subdivision exemption under Article 9 of the Land Use Code, and, therefore, falls outside the purposes of the Subdivision Regulations, and can be approved, subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket is hereby approved, on the basis set forth in this Resolution, above, and subject to the following conditions:

1. The Town shall comply with all applicable County Public Health and federal EPA requirements.
2. Prior to the issuance of any building or grading permits, the Town shall submit for review and approval all documents requested by the County Transportation Department, as noted in the Department's referral response dated March 16, 2007 which is part of the official Docket file. Because more than one acre will be disturbed, a Stormwater Management Plan (SWMP) will be required. The Town shall provide evidence of an approved Stormwater Discharge Permit from the State prior to the issuance of any building or grading permits. Also, a construction fence shall be provided around the disturbed areas for containment and a wildlife safe fence shall be provided to protect the Conservation Easement area.
3. The Town shall be subject to all applicable County Building Division requirements for a building permit.
4. Prior to the issuance of a building permit, one copy of the proposed lighting plan with details for all exterior lighting must be submitted to and approved by the Land Use Department. Exterior lighting must be down lighting to minimize glare as much as possible. Details submitted must indicate location of all exterior fixtures on site and on structures, and must include cut sheets (manufacturer's specifications with picture or diagram) of all fixtures. Prior to final inspection or issuance of Certificate of Occupancy, the full installation of the approved lighting plan must be inspected and approved by the Land Use Department.
5. Prior to the issuance of a building permit (for each building/structure), one set of samples (color chips, brochure, or catalog page) of all exterior colors to be used, including roof, siding and trim lighting, must be submitted to and approved by the Land Use Department. The proposed colors shall be chosen with a darker color to ensure that they will be compatible with the area and will not result in an adverse impact on surrounding properties.

6. To minimize disturbances to the site, all utility service lines shall be routed underground and should be located in areas already disturbed or proposed to be disturbed (e.g., along driveways).
7. The Applicants shall comply with all applicable post-approval requirements for a subdivision exemption (regarding taxes, title report, deeds, and the like) as listed in Article 3-206(C) of the Land Use Code, and also including Article 9-300 of the Land Use Code (which sets a one-year deadline for completing such requirements).
8. The Applicants shall be subject to the terms, conditions and commitments of record and in the file for the Docket.
9. The vested right granted by this site specific development plan approval for the special use amendment portion of the Docket shall run for a period of three years, beginning on the date of adoption of this Resolution as set forth below. The vested right shall expire immediately upon the running of this three-year period, unless the Board in its discretion approves an extension pursuant to the applicable provisions of the Land Use Code.

A motion to approve the Docket, as stated above, was made by Commissioner Toor, seconded by Commissioner Pearlman, and passed by a 2-0 vote, with Commissioner Mayer being excused.

ADOPTED this _____ day of June, 2007, nunc pro tunc the 7th day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:

Ben Pearlman, Chair

Thomas A. Mayer, Vice Chair

Will Toor, Commissioner

ATTEST:

Clerk to the Board

**INTERGOVERNMENTAL AGREEMENT
BOULDER COUNTY AND THE TOWN OF NEDERLAND**

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 August 20th, 2002.

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 County owns a parcel of land known as the "Ridge Road Property", which was conveyed to the County by The Colorado Tungsten Corporation by deed dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records. The parties wish to provide for the County to create an approximately 5.18 acre parcel of land to convey to the Town for a public works maintenance facility (the "Town Maintenance Shop Parcel") legally described on Exhibit A, attached hereto and by this reference made a part of this Agreement. A portion of the Town Maintenance Shop Parcel shall be subject to a conservation easement to be granted to the County (the "Conservation Easement Parcel"). The Conservation Easement Parcel is legally described on Exhibit B, attached hereto and by this reference made a part of this Agreement. The portion of the Ridge Road Property to be retained by County is referred to in this Agreement as the "Retained Parcel" and is legally described on Exhibit C, attached hereto and by this reference made a part of this Agreement. The Town Maintenance Shop Parcel is shown on the map attached hereto as Exhibit D.

C. In exchange for the Town Maintenance Shop Parcel, the Town will provide the County with one water tap connected to the Nederland municipal water system to service the County road district garage. The Town will also release the County from all obligations to pay for a share of the installation costs for extension of the water main to the Ridge Road Property.

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. Division of Land.

(a) By execution of this Agreement, but subject to the contingencies of this Paragraph, the Board of County Commissioners has approved the division of the Town Maintenance Shop Parcel and the Retained Parcel from the Ridge Road Property and the creation of the Town Maintenance Shop Parcel and the Retained Parcel as legal lots. If the contingencies of this paragraph are satisfied, the Town Maintenance Shop Parcel shall be a legal building lot with one development right. The development of the Town Maintenance Shop Parcel shall be restricted to one town maintenance facility, which may be comprised of several structures and uses, so long as those structures and uses are associated with the Town's maintenance operations. A portion of the Town Maintenance Shop Parcel shall be restricted by a conservation easement in gross to be granted by the Town to the County, in the form of Exhibit E, attached hereto and by this reference made a part of this Agreement (the "Conservation Easement"). The Conservation Easement shall prohibit development on the Conservation Easement Parcel, which is the 2.19 acre western portion of the Town Maintenance Shop Parcel shown on Exhibit D.

(b) Approval of the creation of the Town Maintenance Shop Parcel and the Retained Parcel will become effective only upon the following:

- (i) the recording in the Boulder County Clerk and Recorder's Office of the deed conveying the Retained Parcel from the County to the County; and,
- (ii) the recording in the Boulder County Clerk and Recorder's Office of the deed conveying the Town Maintenance Shop Parcel from the County to the Town; and,
- (iii) the recording in the Boulder County Clerk and Recorder's Office of the Conservation Easement; and
- (iv) conveyance of the water tap from the Town to the County; and
- (v) delivery of the release described in Paragraph 2, below.

If the deeds, Conservation Easement and documents described above are not recorded and/or received by the County as required above, no division of the Ridge Road Property shall have been approved by the Board of County Commissioners, and the Town Maintenance Shop Parcel and the Retained Parcel shall not be legal building lots. Upon receipt and recording of the instruments described above, Boulder County shall record a notice indicating that these requirements have been satisfied.

2. Exchange. Closing of the exchange shall take place promptly after execution of this Agreement, at a time and place agreed to by the parties.. At closing, County shall provide Town with the deeds described in subparagraphs 1(b)(i) and 1(b)(ii), above. Town will provide County with the Conservation Easement described in subparagraph 1(b)(iii), above. Town shall also deliver to County all documentation necessary to convey the water tap for the Boulder County garage, as described in subparagraph 1(b)(iv), above and the release listed in subparagraph 1(b)(v) above providing that the County is released from all obligations to pay any share of the costs for the extension of the water main to the Ridge Road Property. The deeds and Conservation Easement will then be recorded in the Boulder County Clerk & Recorder's Office.

3. Costs of Exchange. The Town shall bear all costs of surveys and all associated costs of building the Public Works Town Maintenance Shop.

4. Planning. So long as the Town Maintenance Shop Parcel is located within unincorporated Boulder County, Town shall comply with all County regulations for construction of the maintenance shop, and obtain all required permits from County.

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

con

By: Jana F. Hendy

TOWN OF NEDERLAND,
a Colorado municipal corporation

By: James R. Miller
James R. Miller, Mayor



ATTEST:

Sheridan Garcia
Sheridan Garcia, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by Jana L. Mendez, Chair of the Board of County Commissioners of Boulder County, Colorado, a body corporate and politic.

Witness my hand and official seal.



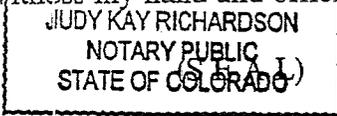
Susan M. Ashcraft
Notary Public

My Commission Expires 10-17-2005

My Commission Expires 10/17/2005
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.



Judy Kay Richardson
Notary Public

My Commission Expires _____

My Commission Expires: 12/06/03

EXHIBIT A
Flagstaff Surveying, Inc.

24 June 2002

Job No. 02-14.274X-6A

Property Description - Nederland Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**;

The parcel contains 5.18 acres, more or less.


prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
date 6/24/02
Word file - 14274ts2.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

24 June 2002

Job No. 02-14.274X-7

Property Description - Conservation Easement - Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South $87^{\circ}21'48''$ East, along the South line of said Section 12, a distance of 321.17 feet;

thence North $00^{\circ}00'00''$ East, a distance of 200.00;

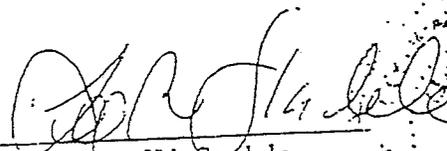
thence North $90^{\circ}00'00''$ West, a distance of 142.89 feet;

thence North $00^{\circ}00'00''$ East, a distance of 190.80 feet;

thence North $90^{\circ}00'00''$ West, a distance of 176.27 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South $00^{\circ}15'22''$ West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**.

The parcel contains 2.19 acres, more or less.


 prepared by Lee W. Stadele
 Registered Professional Land Surveyor
 Colorado License Number 26300
 date 6/24/02

Word file - 14274ce.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
 303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

EXHIBIT C
RETAINED PARCEL LEGAL DESCRIPTION

The parcel of land legally described in the Warranty Deed from The Colorado Tungsten Corporation to Boulder County dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records;

EXCLUDING the following two parcels:

1. The parcel of land legally described in the Deed from Boulder County to the Colorado Department of Transportation recorded October 24, 1986 on Film 1438, Reception No. 799770; and also excluding
2. The parcel of land described as the Nederland Town Garage Site on the attached Exhibit 1.

24 June 2002

Job No. 02-14.274X-7

Property Description - Conservation Easement - Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 321.17 feet;

thence North 00°00'00" East, a distance of 200.00;

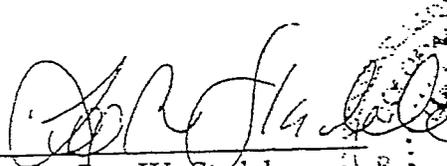
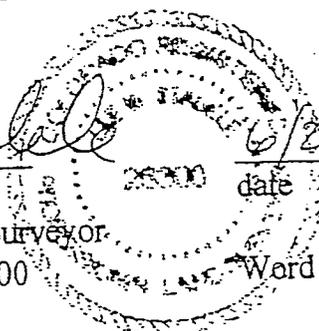
thence North 90°00'00" West, a distance of 142.89 feet;

thence North 00°00'00" East, a distance of 190.80 feet;

thence North 90°00'00" West, a distance of 176.27 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

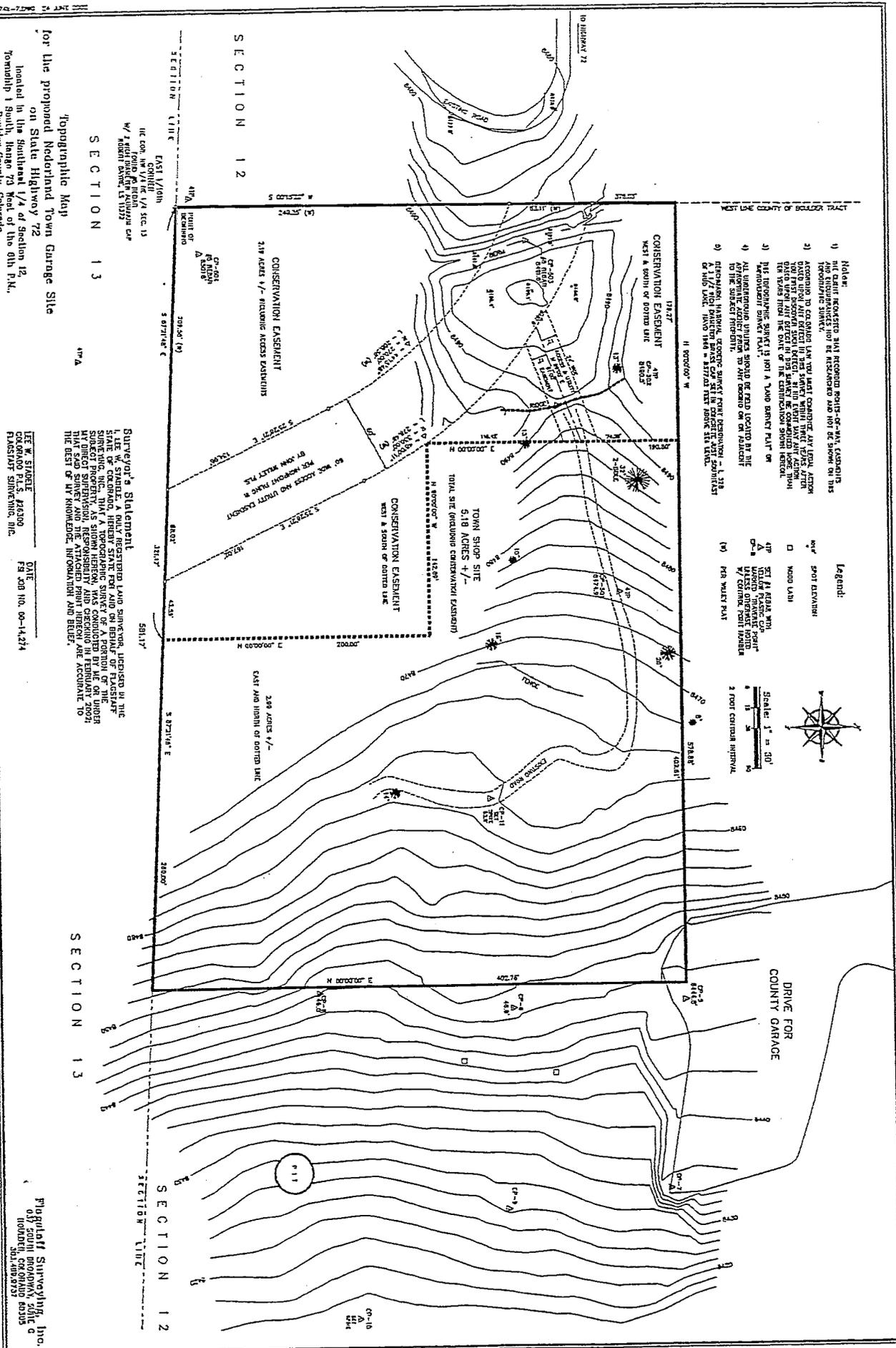
thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**.

The parcel contains 2.19 acres, more or less.


prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300

date 6/24/02
Word file - 14274ce.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

EXHIBIT 1



- 1) THE CENTER POINTS SHALL BE PLACED AT THE CORNERS AND MIDPOINTS OF THE LINES OF THE CONSERVATION EASEMENT.
- 2) THE CONSERVATION EASEMENT SHALL BE PLACED AT THE CORNERS AND MIDPOINTS OF THE LINES OF THE CONSERVATION EASEMENT.
- 3) THE CONSERVATION EASEMENT SHALL BE PLACED AT THE CORNERS AND MIDPOINTS OF THE LINES OF THE CONSERVATION EASEMENT.
- 4) THE CONSERVATION EASEMENT SHALL BE PLACED AT THE CORNERS AND MIDPOINTS OF THE LINES OF THE CONSERVATION EASEMENT.
- 5) THE CONSERVATION EASEMENT SHALL BE PLACED AT THE CORNERS AND MIDPOINTS OF THE LINES OF THE CONSERVATION EASEMENT.

Legend:

- SPOT ELEVATION
- WOOD LINE
- SET IN FIELD WITH YELLOW PLASTER CAP UNLESS OTHERWISE NOTED
- W/ CORNER POINT NUMBER
- PER WALKER PLAT

Scale: 1" = 30'
2 FOOT CURVED INTERVAL

Topographic Map
for the proposed Nederland Town Garage Site
on State Highway 72
Township 1 South, Range 73 West of the 8th T.M.,
Boulder County, Colorado

Surveyor's Statement
I, LEE W. STROBE, A FULLY REGISTERED LAND SURVEYOR, JUDICED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF PLANSHIP SURVEYING, INC., THAT A SURVEY OF THE TOWN SHIP SITE, AS SHOWN HEREON, WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING IN FEBRUARY 2007; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON ARE ACCORDANT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

LEE W. STROBE
COLORADO P.L.S. #2300
PLANSHIP SURVEYING, INC.
DATE: FEB 2007
FB JOB NO. 00-14274

Planship Surveying, Inc.
437 SOUTH PROSPECT, SUITE C
BOULDER, COLORADO 80505
(303) 440-1233

EXHIBIT E
CONSERVATION EASEMENT

This Deed of Conservation Easement in Gross (hereinafter referred to as the "Agreement" or the "Easement") is granted by the Town of Nederland, a Colorado municipal corporation ("Grantor") on the _____ day of August, 2002, to the County of Boulder, a body corporate and politic ("Grantee").

RECITALS

A. Grantor is the owner of the property legally described in Exhibit 1 attached hereto and made a part hereof (the "Property").

B. The parties intend to preserve the Property in its present form and prohibit any further structural development on the Property. The Property shall be preserved for scenic, open space, agricultural, passive recreational and environmental uses.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property.

The terms of the Easement are as follows:

1. *USE OF THE PROPERTY.* The purpose of this Easement is to limit the uses of the Property in perpetuity to preserve and protect the Property for scenic, open space, agricultural, passive recreational, and environmental uses, and preserve and protect the natural condition and aesthetic and ecological features of the Property. No structures shall be permitted on the Property.

2. *CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES.* At the time of the execution of this Easement, there are no structures of any type on the Property. Grantor shall not erect any new structures of any kind on the Property. For the purposes of this Easement, structures shall mean a combination of materials forming an edifice or building of any kind, but excluding the following: fences not over six feet in height; retaining walls or other landscaping; platforms or decks not more than 30 inches above grade; utility mains, lines and underground facilities; and yard and play equipment

3. *CONSTRUCTION OF ROADS AND UTILITIES.* The Grantor may construct or grant easements to others to construct new roads across the Property in the general locations shown as the 60 foot wide access and utility easement and the 24 foot wide access and utility easement shown on the map attached as Exhibit 2. Grantor shall also have the right to maintain, repair, replace, remove and use all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property. Existing roads are shown on Exhibit 2. Grantor shall also have the right to install underground utilities or grant easements to utility companies to install underground utilities in the access and utility easements shown on Exhibit 2. The right to install underground utilities

shall also include the right to maintain, repair, remove and replace utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

4. *MINING.* The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited, except for the construction of the roads described in Paragraph 3, above.

5. *SUBDIVISION.* Any division of the Property (whether or not a subdivision as defined by state law) without the express consent of the Grantee, or by operation of law, is strictly prohibited. The conditions of this Easement shall attach to the land and shall survive any division of the Property which the Grantee may approve or which may occur by operation of law. The Property shall be held as one unit and the Grantor may not convey a portion of the Property, except as may be allowed by law, as such conveyance would constitute an impermissible division of the Property under this Easement.

6. *TELECOMMUNICATIONS.* The erection, construction, installation, relocation or use of a communication facility, a telecommunication facility, a network element, telecommunication equipment, or any other equipment (except for Customer Premises Equipment) or material that may be used for telecommunications or to provide telecommunications services as such terms are defined in The Federal Telecommunications Act of 1996, is strictly prohibited.

7. *GRANTEE'S RIGHT OF ENTRY.* Grantee shall have the right to enter upon the Property at reasonable times, upon 48 hours prior notice to Grantor, to inspect for violations of the terms and covenants of this Easement, when Grantee has a good faith belief that the terms and covenants of this Easement are being violated, and to remove or eliminate any conditions or operations which violate the same. No further right of access entry or possession is conveyed hereby.

8. *ENFORCEMENT.* In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days' notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement: provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future.

9. *RESTORATION.* Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successor, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with the Easement.

10. *MAINTENANCE AND MANAGEMENT.* The parties agree that Grantor shall solely be responsible for the management and maintenance of the Property and shall make all decisions concerning the use of the Property by the public. Grantee's interest in the Property is limited to the rights contained in this Easement. The parties agree that the costs associated with

the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be the responsibility and property, respectively, of Grantor.

11. *GRANT IN PERPETUITY.* This Easement and the covenants as set forth herein shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property. It is intended that this Easement and any other interests created under this Easement vest immediately. Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if any nonvested property interests conveyed to the Grantee under this Easement do not vest within 90 years after the date of execution of this Easement by both parties, said interests shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

12. *SEVERABILITY.* If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

13. *AMENDMENT OF EASEMENT.* If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend the Easement. Any such amendment shall be by resolution of the governing bodies of the Grantor and Grantee.

14. *NOTICES.* 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:

To the Grantee: The Director
 Boulder County Parks and Open Space
 P.O. Box 471
 Boulder, Colorado 80306
 facsimile number: 303-441-4954

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

To the Grantor: Mayor
 Town of Nederland
 Town Hall
 P.O. Box 396
 Nederland, CO 80466-0396
 facsimile number: 303-545-5558

15. *SUBSEQUENT LIENS ON THE PROPERTY.* No provisions of this Deed of Conservation Easement should be construed as impairing the ability of the Grantor to use this

Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Easement.

16. *COUNTERPARTS.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

17. *CONDEMNATION.* In the event of condemnation of all or a portion of the Property, the Grantee shall be entitled to a share of the proceeds of the condemnation award, based on the value, at the time of the taking.

18. *INTERPRETATION.* This Easement shall be liberally construed in favor of the Easement to effect the purpose of the Easement and the policies and purpose of C.R.S. 38-30.5-101 et. seq.

19. *ENTIRE AGREEMENT.* This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with Paragraph 13.

20. *CAPTIONS.* The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no affect upon construction or interpretation.

21. *TRANSFER OF PROPERTY.* The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

IN WITNESS WHEREOF, the said Grantor has caused his name to hereunto be subscribed the day and year first above written.

GRANTOR:

TOWN OF NEDERLAND,
a Colorado municipal corporation

By: _____
James R. Miller, Mayor

ATTEST:

Sheridan Garcia, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

IN WITNESS AND ACCEPTANCE WHEREOF, Grantee has caused its name to be hereunto subscribed the day and year first above written.

BOULDER COUNTY, a body corporate and politic

By: _____
Jana L. Mendez, Chair

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by Jana L. Mendez, Chair.

Witness my hand and official seal.

My Commission expires: _____

Notary Public

Exhibit 1
Legal Description for the Property

Exhibit 2

Map Of The Property Showing Location Permitted For Construction Of Roads

1
**INTERGOVERNMENTAL AGREEMENT
BOULDER COUNTY AND THE TOWN OF NEDERLAND**

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 August 20, 2002.

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 County owns a parcel of land known as the "Ridge Road Property", which was conveyed to the County by The Colorado Tungsten Corporation by deed dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records. The parties wish to provide for the County to create an approximately 5.18 acre parcel of land to convey to the Town for a public works maintenance facility (the "Town Maintenance Shop Parcel") legally described on Exhibit A, attached hereto and by this reference made a part of this Agreement. A portion of the Town Maintenance Shop Parcel shall be subject to a conservation easement to be granted to the County (the "Conservation Easement Parcel"). The Conservation Easement Parcel is legally described on Exhibit B, attached hereto and by this reference made a part of this Agreement. The portion of the Ridge Road Property to be retained by County is referred to in this Agreement as the "Retained Parcel" and is legally described on Exhibit C, attached hereto and by this reference made a part of this Agreement. The Town Maintenance Shop Parcel is shown on the map attached hereto as Exhibit D.

C. In exchange for the Town Maintenance Shop Parcel, the Town will provide the County with one water tap connected to the Nederland municipal water system to service the County road district garage. The Town will also release the County from all obligations to pay for a share of the installation costs for extension of the water main to the Ridge Road Property.

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 received for, the County and Town agree as follows:

OKay to cover (All things)

ROB



1. Division of Land.

(a) By execution of this Agreement, but subject to the contingencies of this Paragraph, the Board of County Commissioners has approved the division of the Town Maintenance Shop Parcel and the Retained Parcel from the Ridge Road Property and the creation of the Town Maintenance Shop Parcel and the Retained Parcel as legal lots. If the contingencies of this paragraph are satisfied, the Town Maintenance Shop Parcel shall be a legal building lot with one development right. The development of the Town Maintenance Shop Parcel shall be restricted to one town maintenance facility, which may be comprised of several structures and uses, so long as those structures and uses are associated with the Town's maintenance operations. A portion of the Town Maintenance Shop Parcel shall be restricted by a conservation easement in gross to be granted by the Town to the County, in the form of Exhibit E, attached hereto and by this reference made a part of this Agreement (the "Conservation Easement"). The Conservation Easement shall prohibit development on the Conservation Easement Parcel, which is the 2.19 acre western portion of the Town Maintenance Shop Parcel shown on Exhibit D.

(b) Approval of the creation of the Town Maintenance Shop Parcel and the Retained Parcel will become effective only upon the following:

- (i) the recording in the Boulder County Clerk and Recorder's Office of the deed conveying the Retained Parcel from the County to the County; and,
- (ii) the recording in the Boulder County Clerk and Recorder's Office of the deed conveying the Town Maintenance Shop Parcel from the County to the Town; and,
- (iii) the recording in the Boulder County Clerk and Recorder's Office of the Conservation Easement; and
- (iv) conveyance of the water tap from the Town to the County; and
- (v) delivery of the release described in Paragraph 2, below.

If the deeds, Conservation Easement and documents described above are not recorded and/or received by the County as required above, no division of the Ridge Road Property shall have been approved by the Board of County Commissioners, and the Town Maintenance Shop Parcel and the Retained Parcel shall not be legal building lots. Upon receipt and recording of the instruments described above, Boulder County shall record a notice indicating that these requirements have been satisfied.

2. Exchange. Closing of the exchange shall take place promptly after execution of this Agreement, at a time and place agreed to by the parties. At closing, County shall provide Town with the deeds described in subparagraphs 1(b)(i) and 1(b)(ii), above. Town will provide County with the Conservation Easement described in subparagraph 1(b)(iii), above. Town shall also deliver to County all documentation necessary to convey the water tap for the Boulder County garage, as described in subparagraph 1(b)(iv), above and the release listed in subparagraph 1(b)(v) above providing that the County is released from all obligations to pay any share of the costs for the extension of the water main to the Ridge Road Property. The deeds and Conservation Easement will then be recorded in the Boulder County Clerk & Recorder's Office.



3. Costs of Exchange. The Town shall bear all costs of surveys and all associated costs of building the Public Works Town Maintenance Shop.

4. Planning. So long as the Town Maintenance Shop Parcel is located within unincorporated Boulder County, Town shall comply with all County regulations for construction of the maintenance shop, and obtain all required permits from County.

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

con

By: *Jana L Hendy*

TOWN OF NEDERLAND,
a Colorado municipal corporation

By: *James R Miller*
James R. Miller, Mayor

ATTEST:



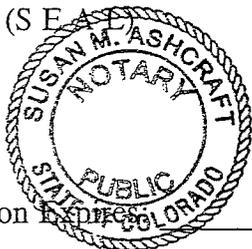
Sheridan Garcia
Sheridan Garcia, Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by Jana L. Mendez, Chair of the Board of County Commissioners of Boulder County, Colorado, a body corporate and politic.

Witness my hand and official seal.



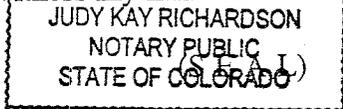
Susan M. Ashcraft
Notary Public

My Commission Expires 10-17-2005

My Commission Expires 10/17/2005
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.



Judy Kay Richardson
Notary Public

My Commission Expires _____

My Commission Expires: 12/06/03



EXHIBIT A

Flagstaff Surveying, Inc.

24 June 2002

Job No. 02-14.274X-6A

Property Description - Nederland Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

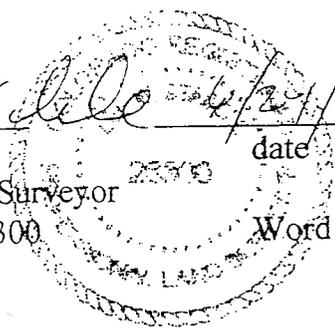
thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**;

The parcel contains 5.18 acres, more or less.


prepared by Lee W. Stadele _____ date _____

Registered Professional Land Surveyor
Colorado License Number 26300



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24 June 2002



2321460
Page: 6 of 16
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Job No. 02-14.274X-7

Property Description - Conservation Easement - Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 321.17 feet;

thence North 00°00'00" East, a distance of 200.00;

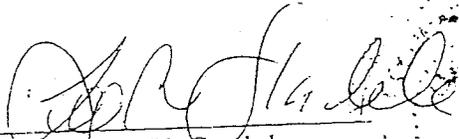
thence North 90°00'00" West, a distance of 142.89 feet;

thence North 00°00'00" East, a distance of 190.80 feet;

thence North 90°00'00" West, a distance of 176.27 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**.

The parcel contains 2.19 acres, more or less.



prepared by Lee W. Stadle
Registered Professional Land Surveyor
Colorado License Number 26300
6/24/02
date

Word file - 14274ce.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com



EXHIBIT C
RETAINED PARCEL LEGAL DESCRIPTION

The parcel of land legally described in the Warranty Deed from The Colorado Tungsten Corporation to Boulder County dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records;

EXCLUDING the following two parcels:

1. The parcel of land legally described in the Deed from Boulder County to the Colorado Department of Transportation recorded October 24, 1986 on Film 1438, Reception No. 799770; and also excluding
2. The parcel of land described as the Nederland Town Garage Site on the attached Exhibit 1.

24 June 2002

Job No. 02-14.274X-7



2321460
Page: 8 of 16
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Property Description - Conservation Easement - Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 321.17 feet;

thence North 00°00'00" East, a distance of 200.00;

thence North 90°00'00" West, a distance of 142.89 feet;

thence North 00°00'00" East, a distance of 190.80 feet;

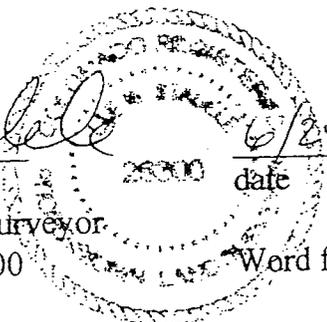
thence North 90°00'00" West, a distance of 176.27 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**.

The parcel contains 2.19 acres, more or less.



prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
6/24/02
date



Word file - 14274ce.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

EXHIBIT 1



EXHIBIT E
CONSERVATION EASEMENT

This Deed of Conservation Easement in Gross (hereinafter referred to as the "Agreement" or the "Easement") is granted by the Town of Nederland, a Colorado municipal corporation ("Grantor") on the _____ day of August, 2002, to the County of Boulder, a body corporate and politic ("Grantee").

RECITALS

A. Grantor is the owner of the property legally described in Exhibit 1 attached hereto and made a part hereof (the "Property").

B. The parties intend to preserve the Property in its present form and prohibit any further structural development on the Property. The Property shall be preserved for scenic, open space, agricultural, passive recreational and environmental uses.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property.

The terms of the Easement are as follows:

1. *USE OF THE PROPERTY.* The purpose of this Easement is to limit the uses of the Property in perpetuity to preserve and protect the Property for scenic, open space, agricultural, passive recreational, and environmental uses, and preserve and protect the natural condition and aesthetic and ecological features of the Property. No structures shall be permitted on the Property.

2. *CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES.* At the time of the execution of this Easement, there are no structures of any type on the Property. Grantor shall not erect any new structures of any kind on the Property. For the purposes of this Easement, structures shall mean a combination of materials forming an edifice or building of any kind, but excluding the following: fences not over six feet in height; retaining walls or other landscaping; platforms or decks not more than 30 inches above grade; utility mains, lines and underground facilities; and yard and play equipment

3. *CONSTRUCTION OF ROADS AND UTILITIES.* The Grantor may construct or grant easements to others to construct new roads across the Property in the general locations shown as the 60 foot wide access and utility easement and the 24 foot wide access and utility easement shown on the map attached as Exhibit 2. Grantor shall also have the right to maintain, repair, replace, remove and use all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property. Existing roads are shown on Exhibit 2. Grantor shall also have the right to install underground utilities or grant easements to utility companies to install underground utilities in the access and utility easements shown on Exhibit 2. The right to install underground utilities



shall also include the right to maintain, repair, remove and replace utility mains, lines and facilities. provided that the surface of the Property shall be reclaimed promptly after construction is completed.

4. *MINING.* The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited, except for the construction of the roads described in Paragraph 3, above.

5. *SUBDIVISION.* Any division of the Property (whether or not a subdivision as defined by state law) without the express consent of the Grantee, or by operation of law, is strictly prohibited. The conditions of this Easement shall attach to the land and shall survive any division of the Property which the Grantee may approve or which may occur by operation of law. The Property shall be held as one unit and the Grantor may not convey a portion of the Property, except as may be allowed by law, as such conveyance would constitute an impermissible division of the Property under this Easement.

6. *TELECOMMUNICATIONS.* The erection, construction, installation, relocation or use of a communication facility, a telecommunication facility, a network element, telecommunication equipment, or any other equipment (except for Customer Premises Equipment) or material that may be used for telecommunications or to provide telecommunications services as such terms are defined in The Federal Telecommunications Act of 1996, is strictly prohibited.

7. *GRANTEE'S RIGHT OF ENTRY.* Grantee shall have the right to enter upon the Property at reasonable times, upon 48 hours prior notice to Grantor, to inspect for violations of the terms and covenants of this Easement, when Grantee has a good faith belief that the terms and covenants of this Easement are being violated, and to remove or eliminate any conditions or operations which violate the same. No further right of access entry or possession is conveyed hereby.

8. *ENFORCEMENT.* In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days' notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement: provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future.

9. *RESTORATION.* Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successor, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with the Easement.

10. *MAINTENANCE AND MANAGEMENT.* The parties agree that Grantor shall solely be responsible for the management and maintenance of the Property and shall make all decisions concerning the use of the Property by the public. Grantee's interest in the Property is limited to the rights contained in this Easement. The parties agree that the costs associated with

the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be the responsibility and property, respectively, of Grantor.

11. *GRANT IN PERPETUITY.* This Easement and the covenants as set forth herein shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property. It is intended that this Easement and any other interests created under this Easement vest immediately. Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if any nonvested property interests conveyed to the Grantee under this Easement do not vest within 90 years after the date of execution of this Easement by both parties, said interests shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

12. *SEVERABILITY.* If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

13. *AMENDMENT OF EASEMENT.* If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend the Easement. Any such amendment shall be by resolution of the governing bodies of the Grantor and Grantee.

14. *NOTICES.* 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:

To the Grantee: The Director
 Boulder County Parks and Open Space
 P.O. Box 471
 Boulder, Colorado 80306
 facsimile number: 303-441-4954

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

To the Grantor: Mayor
 Town of Nederland
 Town Hall
 P.O. Box 396
 Nederland, CO 80466-0396
 facsimile number: 303-545-5558

15. *SUBSEQUENT LIENS ON THE PROPERTY.* No provisions of this Deed of Conservation Easement should be construed as impairing the ability of the Grantor to use this



Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Easement.

15. *COUNTERPARTS.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

17. *CONDEMNATION.* In the event of condemnation of all or a portion of the Property, the Grantee shall be entitled to a share of the proceeds of the condemnation award, based on the value, at the time of the taking.

18. *INTERPRETATION.* This Easement shall be liberally construed in favor of the Easement to effect the purpose of the Easement and the policies and purpose of C.R.S. 38-30-101 et. seq.

19. *ENTIRE AGREEMENT.* This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with Paragraph 13.

20. *CAPTIONS.* The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no affect upon construction or interpretation.

21. *TRANSFER OF PROPERTY.* The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

IN WITNESS WHEREOF, the said Grantor has caused his name to hereunto be subscribed the day and year first above written.

GRANTOR:

TOWN OF NEDERLAND,
a Colorado municipal corporation

By: _____
James R. Miller, Mayor

ATTEST:

Sheridan Garcia, Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

IN WITNESS AND ACCEPTANCE WHEREOF, Grantee has caused its name to be hereunto subscribed the day and year first above written.

BOULDER COUNTY, a body corporate
and politic

By: _____
Jana L. Mendez, Chair

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by Jana L. Mendez, Chair.

Witness my hand and official seal.

My Commission expires: _____

Notary Public



2321460

Page: 15 of 16

08/20/2002 04:07P

Boulder County Clerk, CO AG

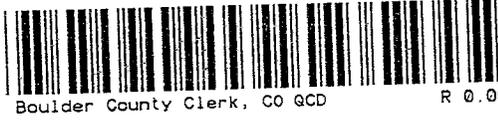
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Exhibit 1
Legal Description for the Property



Exhibit 2
Map Of The Property Showing Location Permitted For Construction Of Roads



QUITCLAIM DEED

(Statutory Form, C.R.S., §38-30-116)

#2

Grantor, the County of Boulder, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306, for the consideration provided in the Intergovernmental Agreement between the Town of Nederland and the County of Boulder dated August 13, 2002, which is less than \$500 dollars in hand paid, hereby quitclaims to Grantee, the the County of Boulder, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306, the following real property in the County of Boulder, and State of Colorado, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

with all its appurtenances.

THIS PARCEL IS CREATED PURSUANT TO THE DIVISION OF LAND PROVISIONS IN THAT CERTAIN INTERGOVERNMENTAL AGREEMENT BOULDER COUNTY AND THE TOWN OF NEDERLAND ACTED UPON AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOULDER COUNTY, WHICH AGREEMENT IS DATED AUGUST 20, 2002, AND RECORDED ON 8/20/2002 AS RECEPTION NO. 2321460.

Signed this 20th day of August, 2002.

COUNTY OF BOULDER
a body corporate and politic

By: Jana L. Mendez, Chair

By: Paul D. Danish, Vice Chair

By: Ronald K. Stewart, Commissioner

ROB



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

This Deed was subscribed and sworn to before me this 20th day of August, 2002, by Jana L. Mendez, Chair, Paul D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner, of the Board of County Commissioners of Boulder County.



Susan M. Ashcraft
Notary Public

My Commission Expires 10-17-2005

My Commission Expires 10/17/2005

**EXHIBIT A
LEGAL DESCRIPTION**

The parcel of land legally described in the Warranty Deed from The Colorado Tungsten Corporation to Boulder County dated November 30, 1976, recorded December 13, 1976 on Film 947, Reception # 203084 of the Boulder County records;

EXCLUDING the following two parcels:

1. The parcel of land legally described in the Deed from Boulder County to the Colorado Department of Transportation recorded October 24, 1986 on Film 1438, Reception No. 799770; and also excluding
2. The parcel of land described as the Nederland Town Garage Site on the attached Exhibit A-2.

EXHIBIT A-2
Flagstaff Surveying, Inc.

24 June 2002

Job No. 02-14.274X-6A

Property Description - Nederland Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

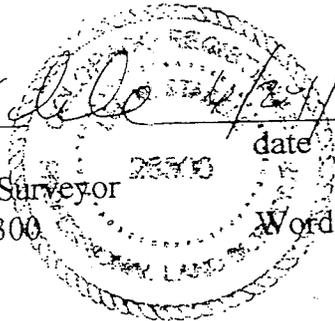
thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**;

The parcel contains 5.18 acres, more or less.

Lee W. Stadele

date

prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300



Word file - 14274ts2.doc



QUITCLAIM DEED

(Statutory Form, C.R.S., §38-30-116)

* 3

Grantor, the County of Boulder, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306, for the consideration provided in the Intergovernmental Agreement between the Town of Nederland and the County of Boulder dated August 13, 2002, which is less than \$500 dollars in hand paid, hereby quitclaims to Grantee, the Town of Nederland, a Colorado municipal corporation, whose legal address is P.O. Box 396, Nederland, Colorado 80466, the following real property in the County of Boulder, and State of Colorado, to wit:

See Exhibit A attached hereto and incorporated herein by this reference.

with all its appurtenances.

THIS PARCEL IS CREATED PURSUANT TO THE DIVISION OF LAND PROVISIONS IN THAT CERTAIN INTERGOVERNMENTAL AGREEMENT BOULDER COUNTY AND THE TOWN OF NEDERLAND ACTED UPON AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF BOULDER COUNTY, WHICH AGREEMENT IS DATED AUGUST 20, 2002, AND RECORDED ON 8/20/2002 AS RECEPTION NO. 2321460.

Signed this 20th day of August, 2002..

COUNTY OF BOULDER
a body corporate and politic

Jana L. Mendez
By: Jana L. Mendez, Chair

Paul D. Danish
By: Paul D. Danish, Vice Chair

Ronald K. Stewart
By: Ronald K. Stewart, Commissioner

RAB



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

This Deed was subscribed and sworn to before me this 20th day of August, 2002, by Jana L. Mendez, Chair, Paul D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner, of the Board of County Commissioners of Boulder County.



Susan M. Ashcraft
Notary Public

My Commission Expires 10-17-2005
My Commission Expires 10/17/2005

The Town of Nederland hereby accepts the conveyance reflected by the foregoing Quitclaim Deed.

Town of Nederland

By: _____
James R. Miller, Mayor

Attest:

Sheridan Garcia, Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

This Deed was subscribed and sworn to before me this _____ day of August, 2002, by Jana L. Mendez, Chair, Paul D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner, of the Board of County Commissioners of Boulder County.

(S E A L)

Notary Public

My Commission Expires: _____

The Town of Nederland hereby accepts the conveyance reflected by the foregoing Quitclaim Deed.

Town of Nederland

By: James R. Miller
James R. Miller, Mayor



Attest:

Sheridan Garcia
Sheridan Garcia, Town Clerk

EXHIBIT A
Flagstaff Surveying, Inc.

24 June 2002

Job No. 02-14.274X-6A

Property Description - Nederland Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

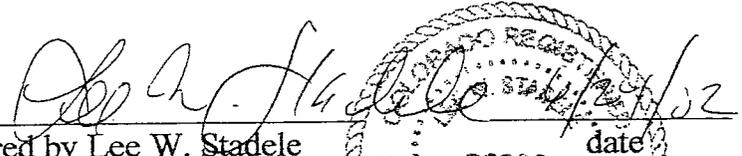
thence South 87°21'48" East, along the South line of said Section 12, a distance of 581.17 feet;

thence North 00°00'00" East, a distance of 402.76 feet;

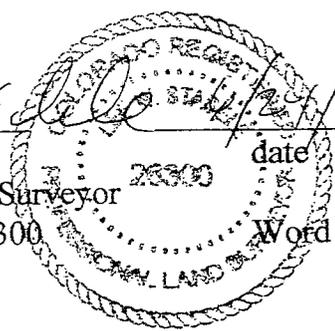
thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**;

The parcel contains 5.18 acres, more or less.



prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300



date 6/24/02
Word file - 14274ts2.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com



CONSERVATION EASEMENT

This Deed of Conservation Easement in Gross (hereinafter referred to as the "Agreement" or the "Easement") is granted by the Town of Nederland, a Colorado municipal corporation ("Grantor") on the 20th day of August, 2002, to the County of Boulder, a body corporate and politic ("Grantee").

RECITALS

A. Grantor is the owner of the property legally described in Exhibit 1 attached hereto and made a part hereof (the "Property").

B. The parties intend to preserve the Property in its present form and prohibit any further structural development on the Property. The Property shall be preserved for scenic, open space, agricultural, passive recreational and environmental uses.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property.

The terms of the Easement are as follows:

1 *USE OF THE PROPERTY.* The purpose of this Easement is to limit the uses of the Property in perpetuity to preserve and protect the Property for scenic, open space, agricultural, passive recreational, and environmental uses, and preserve and protect the natural condition and aesthetic and ecological features of the Property. No structures shall be permitted on the Property.

2. *CONSTRUCTION OF BUILDINGS AND OTHER STRUCTURES.* At the time of the execution of this Easement, there are no structures of any type on the Property. Grantor shall not erect any new structures of any kind on the Property. For the purposes of this Easement, structures shall mean a combination of materials forming an edifice or building of any kind, but excluding the following: fences not over six feet in height; retaining walls or other landscaping; platforms or decks not more than 30 inches above grade; utility mains, lines and underground facilities; and yard and play equipment

3 *CONSTRUCTION OF ROADS AND UTILITIES.* The Grantor may construct or grant easements to others to construct new roads across the Property in the general locations shown as the 60 foot wide access and utility easement and the 24 foot wide access and utility easement shown on the map attached as Exhibit 2. Grantor shall also have the right to maintain, repair, replace, remove and use all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property. Existing roads are shown on Exhibit 2. Grantor shall also have the right to install underground utilities or grant easements to utility companies to install underground utilities in the access and utility easements shown on Exhibit 2. The right to install underground utilities shall also include the right to maintain, repair, remove and replace utility mains, lines and

Rob

facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

4. *MINING.* The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited, except for the construction of the roads described in Paragraph 3, above.

5. *SUBDIVISION.* Any division of the Property (whether or not a subdivision as defined by state law) without the express consent of the Grantee, or by operation of law, is strictly prohibited. The conditions of this Easement shall attach to the land and shall survive any division of the Property which the Grantee may approve or which may occur by operation of law. The Property shall be held as one unit and the Grantor may not convey a portion of the Property, except as may be allowed by law, as such conveyance would constitute an impermissible division of the Property under this Easement.

6. *TELECOMMUNICATIONS.* The erection, construction, installation, relocation or use of a communication facility, a telecommunication facility, a network element, telecommunication equipment, or any other equipment (except for Customer Premises Equipment) or material that may be used for telecommunications or to provide telecommunications services as such terms are defined in The Federal Telecommunications Act of 1996, is strictly prohibited.

7. *GRANTEE'S RIGHT OF ENTRY.* Grantee shall have the right to enter upon the Property at reasonable times, upon 48 hours prior notice to Grantor, to inspect for violations of the terms and covenants of this Easement, when Grantee has a good faith belief that the terms and covenants of this Easement are being violated, and to remove or eliminate any conditions or operations which violate the same. No further right of access entry or possession is conveyed hereby.

8. *ENFORCEMENT.* In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days' notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation or for damages for breach of covenant, or may take such other action as it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future.

9. *RESTORATION.* Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successor, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with the Easement.

10. *MAINTENANCE AND MANAGEMENT.* The parties agree that Grantor shall solely be responsible for the management and maintenance of the Property and shall make all decisions concerning the use of the Property by the public. Grantee's interest in the Property is limited to the rights contained in this Easement. The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated

pursuant to any leases involving the Property, shall be the responsibility and property, respectively, of Grantor.

11. GRANT IN PERPETUITY. This Easement and the covenants as set forth herein shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property. It is intended that this Easement and any other interests created under this Easement vest immediately. Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if any nonvested property interests conveyed to the Grantee under this Easement do not vest within 90 years after the date of execution of this Easement by both parties, said interests shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

12. SEVERABILITY. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

13. AMENDMENT OF EASEMENT. If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend the Easement. Any such amendment shall be by resolution of the governing bodies of the Grantor and Grantee.

14. NOTICES. 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:

To the Grantee: The Director
Boulder County Parks and Open Space
P.O. Box 471
Boulder, Colorado 80306
facsimile number: 303-441-4954

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

To the Grantor: Mayor
Town of Nederland
Town Hall
P.O. Box 396
Nederland, CO 80466-0396
facsimile number: 303-~~545-5558~~ 258-1240

15. SUBSEQUENT LIENS ON THE PROPERTY. No provisions of this Deed of Conservation Easement should be construed as impairing the ability of the Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Easement.

Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Easement.

16. *COUNTERPARTS.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile signatures shall be acceptable to and binding upon all parties.

17. *CONDEMNATION.* In the event of condemnation of all or a portion of the Property, the Grantee shall be entitled to a share of the proceeds of the condemnation award, based on the value, at the time of the taking.

18. *INTERPRETATION.* This Easement shall be liberally construed in favor of the Easement to effect the purpose of the Easement and the policies and purpose of C.R.S. 38-30-5-101 et. seq.

19. *ENTIRE AGREEMENT.* This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with Paragraph 13.

20. *CAPTIONS.* The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no affect upon construction or interpretation.

21. *TRANSFER OF PROPERTY.* The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

IN WITNESS WHEREOF, the said Grantor has caused his name to hereunto be subscribed the day and year first above written.

GRANTOR:

TOWN OF NEDERLAND,
a Colorado municipal corporation

By: 
James R. Miller, Mayor



ATTEST:


Sheridan Garcia, Town Clerk



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19 day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.

JUDY KAY RICHARDSON
NOTARY PUBLIC (S E A L)
STATE OF COLORADO

Judy Kay Richardson
Notary Public

My Commission Expires _____

My Commission Expires: 12/06/03

IN WITNESS AND ACCEPTANCE WHEREOF, Grantee has caused its name to be hereunto subscribed the day and year first above written.

BOULDER COUNTY, a body corporate and politic

By: _____
Jana L. Mendez, Chair

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by Jana L. Mendez, Chair.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____



STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of August, 2002, by James R. Miller, Mayor, Town of Nederland, a Colorado municipal corporation.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

IN WITNESS AND ACCEPTANCE WHEREOF, Grantee has caused its name to be hereunto subscribed the day and year first above written.

BOULDER COUNTY, a body corporate and politic

By: Jana L. Mendez
Jana L. Mendez, Chair

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by Jana L. Mendez, Chair.

Witness my hand and official seal.

My Commission expires: 10-17-2005

Susan M. Ashcraft
Notary Public



My Commission Expires 10/17/2005

24 June 2002



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Page: 7 of 8
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Job No. 02-14.274X-7

Property Description - Conservation Easement - Town Garage Site

A parcel of land located in the Southeast quarter (SE 1/4) of Section 12, Township 1 South, Range 73 West of the 6th P.M., Boulder County, Colorado, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 12, monumented by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap set by Robert Sayre, Colorado LS 11372;

thence South 87°21'48" East, along the South line of said Section 12, a distance of 321.17 feet;

thence North 00°00'00" East, a distance of 200.00;

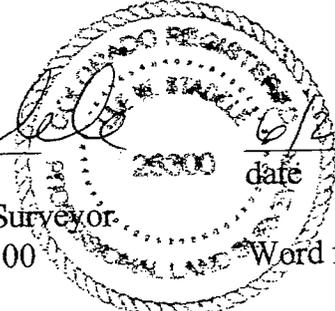
thence North 90°00'00" West, a distance of 142.89 feet;

thence North 00°00'00" East, a distance of 190.80 feet;

thence North 90°00'00" West, a distance of 176.27 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

thence South 00°15'22" West, along the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12, a distance of 376.03 feet to the **Point of Beginning**.

The parcel contains 2.19 acres, more or less.


prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
 6/24/02
date

Word file - 14274ce.doc

637 S. Broadway, Suite C Boulder, Colorado 80305
303.499.9737 Telefax - 303.499.9770 e-mail - FlagSurv@aol.com

EXHIBIT 1

