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**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.

OKAY TO GOVT (Amended)

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:

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

cor

By: Jana J Mendy

TOWN OF NEDERLAND,
a Colorado municipal corporation

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

Unofficial Copy

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;

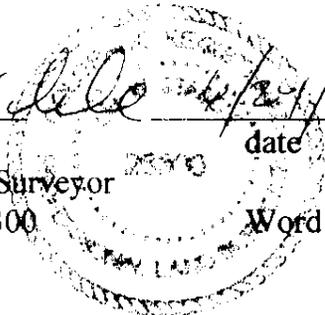
thence North 90°00'00" West, a distance of 578.88 feet to a point on the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 12;

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.


_____ date

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



Word file - 14274ts2.doc

24 June 2002



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 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;

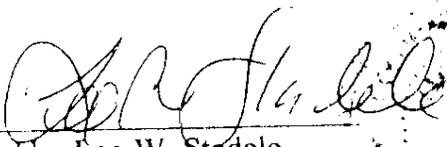
thence North 90°00'00" West, a distance of 142.89 feet;

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. 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



2321460

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**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.

Unofficial Copy

Flagstaff Surveying, Inc.

24 June 2002

Job No. 02-14.274X-7



2321460

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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;

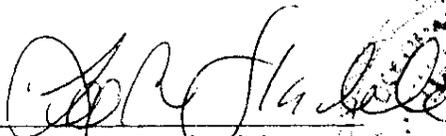
thence North 90°00'00" West, a distance of 142.89 feet;

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.



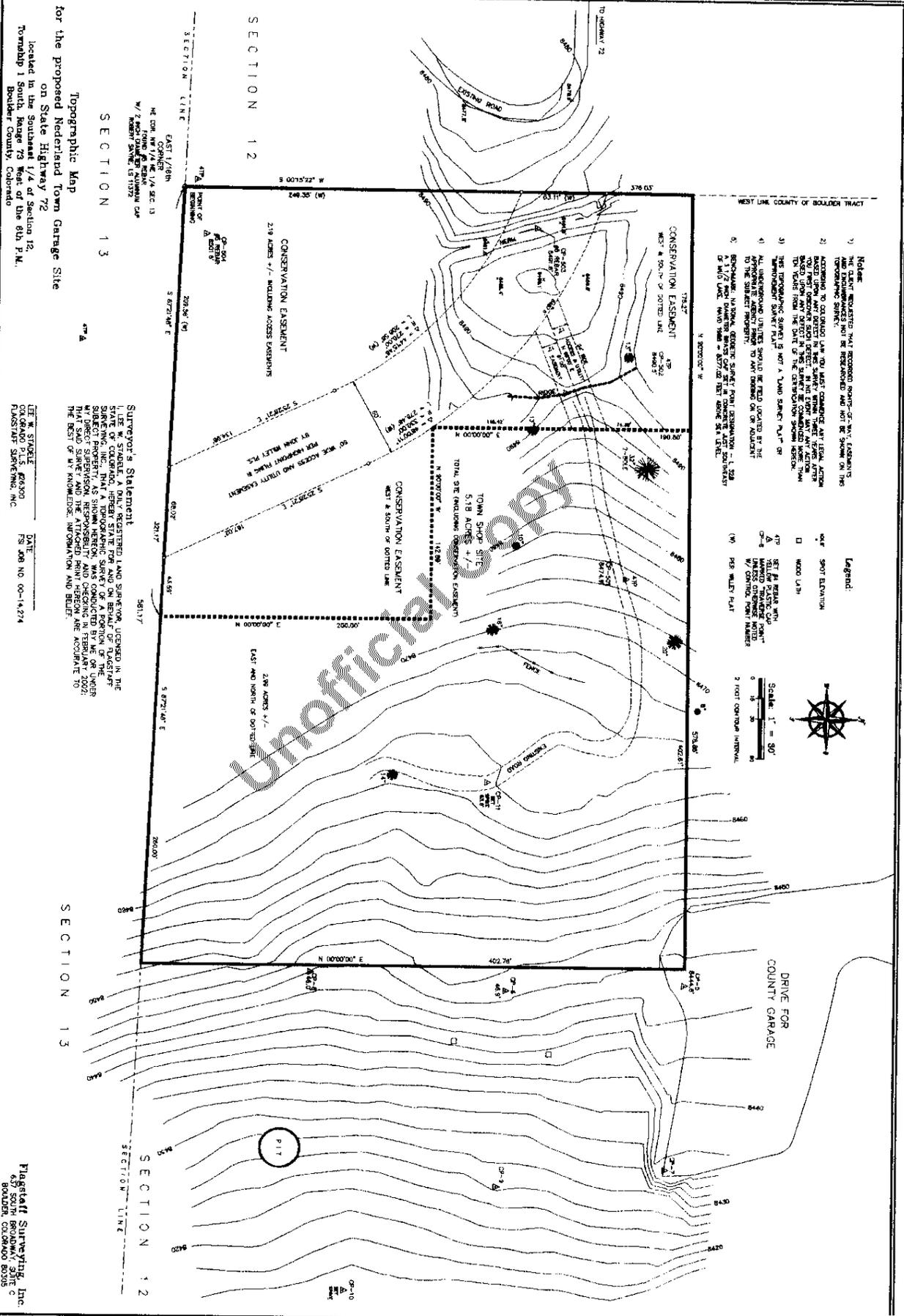
prepared by Lee W. Stadele
Registered Professional Land Surveyor
Colorado License Number 26300
date 6/24/02

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

14274R-7.090 24 JUNE 2002



- Notes:
- 1) BOUNDARIES SHOWN ARE BASED ON THE RECORDS OF THE BUREAU OF LAND MANAGEMENT AND SHOULD NOT BE CONSIDERED AS A GUARANTEE OF ACCURACY.
 - 2) ACCORDING TO COLORADO LAW, THE MOST CURRENT ANY LEGAL ACTION TO CHALLENGE THE BOUNDARIES OF ANY LAND MUST BE FILED WITHIN TWO YEARS FROM THE DATE OF THE RECORDING OF THIS MAP.
 - 3) THIS TOPOGRAPHIC MAP IS NOT A "LAND SURVEY" PER SE.
 - 4) ALL UNDERGROUND UTILITIES SHOULD BE FIELD LOCATED BY THE APPLICANT OR ANOTHER PARTY AT THEIR OWN RISK AND AT THEIR OWN EXPENSE.
 - 5) BOUNDARIES SHOWN ARE BASED ON THE RECORDS OF THE BUREAU OF LAND MANAGEMENT AND SHOULD NOT BE CONSIDERED AS A GUARANTEE OF ACCURACY.

Legend:

- SPOT ELEVATION
- WOOD LASH
- SET IN BEARS WITH
- MARKED "BEARS" WITH
- IN CROSS SECTION
- PER MILEY PLAT

Scale: 1" = 80'

2 FOOT CENTRAL INTERVAL

for the proposed Nederland Town Garage Site
 on State Highway 72
 Township 1 South, Range 73 West, of the 6th P.M.
 Boulder County, Colorado

SECTION 12
 SECTION 13

Surveyor's Statement
 I, LEE W. STABLE, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE THIS MAP AND ON BEHALF OF PLANSUB AS SURVEYOR, AS SHOWN HEREON, WAS PERSONALLY AND DIRECTLY SUPERVISED BY ME AND MY DIRECT SUPERVISOR, RESPONSIBILITY AND CHECKING IN FEBRUARY 2002; THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

LEE W. STABLE
 PLANSUB SURVEYING, INC.
 DATE: FEB 2002
 JOB NO: 00-14274

Plansub Surveying, Inc.
 627 SOUTH BRADLEY STREET
 BOULDER, CO 80500
 303.440.9737



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. 38-30.5-101 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

Unofficial Copy



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Exhibit 1
Legal Description for the Property

Unofficial Copy



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

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