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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 covey 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 of 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.

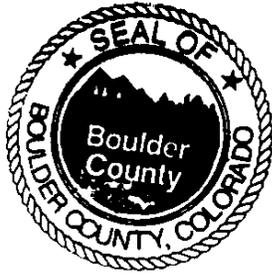
17. Further Instruments. Each party hereto shall from time to time execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

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 Domencico
Cindy Domencico, Vice-Chair

By: _____ (EXCUSED)
Will Toor, Commissioner

ATTEST:

By: Wite Fydes
Clerk to the Board

Unofficial Copy

TOWN OF NEDERLAND

By: Martin Cheshes
Martin Cheshes, Mayor

ATTEST:

By: Christi Feenge
Town Clerk

EXHIBIT 1

Legal Description

Unofficial Copy

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

Unofficial Copy

Exhibit 3

Access and Utility Easement Agreement

Unofficial Copy

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)

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

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

ATTEST:

By: Mike Ryder
Clerk to the Board



TOWN OF NEDERLAND

By: Martin Cheshes
Martin Cheshes, Mayor

ATTEST:

By: Carina Leong
Town Clerk

Unofficial Copy

Exhibit 4

Legal Description of Town Property

Unofficial Copy

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.