

**RESERVED DEED OF CONSERVATION EASEMENT IN GROSS
MCLACHLAN PROPERTY**

THIS DEED OF CONSERVATION EASEMENT IN GROSS (“Easement”) is entered into by and between the **City of Longmont**, a Colorado municipal corporation (“City”), and the **County of Boulder**, a body corporate and politic (“County”), collectively referred to herein as the “Parties.”

RECITALS

- A. County is the owner of approximately seventy-three (73) acres of real property located in Boulder County, legally described on Exhibit 1 and approximately depicted on Exhibit 2 attached hereto and by this reference incorporated herein (the “Property”); and
- B. The Property's open space values are of great importance to City, County, and the people of the County of Boulder and City of Longmont, and are worthy of preservation; and
- C. Contemporaneous with the execution of this Easement, County desires to convey the Property to City, subject to this Easement to perpetually restrict the use of the Property in a manner that protects the Property's passive recreational attributes (as defined in paragraph 5.3 herein), wildlife habitat, open agriculture, environmental education, and open space values; and
- D. City is acquiring the Property from County subject to this reserved conservation easement in gross over and across the Property, in order to assure its preservation in perpetuity for passive recreational, wildlife habitat, open agricultural, and environmental uses and for the open space function which it serves; and
- E. The State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat or agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of CRS §§ 38-30.5-101, *et seq.*, as amended; and
- F. City and County recognize the public benefit to be served by such preservation.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to CRS §§ 38-30.5-101, *et seq.*, as amended, County does hereby reserve to itself a perpetual Conservation Easement in Gross (hereinafter, the “Easement”), an immediately vested interest in real property defined by CRS §§ 38-30.5-101, *et seq.*, and consisting of the rights hereinafter enumerated, over and across the Property.

This Easement is reserved in perpetuity for the purpose of preserving and protecting the Property's prime farmland that contains agricultural land of statewide importance ("Conservation Values") for open agricultural or open space uses only. Open space uses may include scenic, open space, passive recreational, wildlife habitat and environmental uses (including environmental enhancement).

1. Reservation. The affirmative rights reserved by County by this Easement, which may be exercised by County, are the following:

1.1. To preserve and protect in perpetuity the Property's Conservation Values for open agricultural or open space uses only.

1.2. To enter upon the Property to inspect and enforce the rights herein reserved upon prior notice to City, City's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3. To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. County's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4. To review and approve or deny applications from City for uses neither expressly permitted nor specifically prohibited by the Easement described herein. Uses that are conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for open agricultural or open space uses shall be approved. Approval or denial shall be by resolution of the governing body of the County.

2. Permitted Uses and Practices. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1. Environmental, wildlife habitat, open agriculture, and passive recreational uses. Other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, the City of Longmont's Charter, Longmont Municipal Code or the City of Longmont Open Space Master Plan relating to the usage of open space lands, may be permitted upon the Property or portions thereof.

2.2. Construction of Structures and Other Improvements. Grantee may construct public or restricted-access trails in close proximity to the perimeter of the Property, shaded picnic structures, pedestrian overlook areas, and amenities associated with pond and wetland enhancements, wildlife habitat structures, landscaping screens, and related signage on the Property. The location of such public or restricted-access trails shall be constructed in such a

manner as not to adversely impact other uses contemplated by this Easement. All other signage is prohibited, and the construction or reconstruction of any other building, structure or improvement is prohibited unless it furthers an open space function listed in section 4.04.130(l) of the Longmont Municipal Code, except that community parks, recreation centers, or other public open areas containing structures that are not used solely for Open Space Functions are prohibited. Prior to construction, Grantee shall consult with Grantor regarding the purposes, scale, and siting of any construction.

2.3. Native shortgrass prairie restoration and enhancement of wetlands for purposes of enhancing ecosystem diversity is allowable, if it is consistent with a property management plan.

2.4. Maintenance, repair, replacement, removal, and use of all internal farm 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. Installation, maintenance, repair, replacement, removal, and use of limited internal roads for open agricultural or open space uses shall be permitted with the County's prior written consent, which shall not be unreasonably withheld.

2.5. Maintenance, repair, removal and replacement of existing drainage facilities and any underground utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.6. Development and maintenance of such water resources as are on or appurtenant to the Property, including the extension of irrigation facilities, in a manner which shall preserve and protect the Open Space characteristics of the Property.

2.7. Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water and shall be in accordance with any and all state and federal requirements. City shall control all noxious weeds according to applicable provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or, if the Property is not annexed into the City, by the Board of County Commissioners of Boulder County.

3. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Longmont, adopted master/management plans or subsequent planning efforts.

3.1. Use of the Property in a manner inconsistent with the purposes stated herein.

3.2. The change, disturbance, alteration, or impairment of the Conservation Values of the Property, except as otherwise provided herein.

3.3. Any use not expressly permitted by the applicable zoning regulations for the Property, as well as those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property, but which are not specifically permitted by this Easement. Except for open agriculture and open space uses, all other uses are specifically prohibited including, but not limited to, industrial, commercial and residential uses.

3.4. The construction, placing, or erection of any billboards, or any signs, except those needed for the uses permitted herein.

3.5. The construction of any structures or development of the Property is prohibited, except as otherwise allowed above and except for infrastructure required for the use and protection of the Property's water resources. No residential structures shall be allowed on the Property, even if used in association with agriculture or if otherwise allowable under city or county land use regulations.

3.6. The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property, except as expressly permitted herein.

3.7. The mining or extraction by either Party of geothermal resources, soil, sand, gravel, rock, oil, natural gas, fuel, other hydrocarbons or any other mineral substance shall be prohibited upon, within, or beneath the Property.

3.8. Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of County. The Property shall be held as one unit and, without the express written consent of County, or by operation of law, City may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If County does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

4. Enforcement.

4.1. County may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2. To the extent permitted by law, each party also shall be entitled to specific performance by the other party of all rights held hereby. In the event that one of the Parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and, to the extent allowed by law, damages for destruction or injury to the Property and the injured party's interest therein.

5. Miscellaneous.

5.1. The Parties agree that the costs associated with the maintenance and management and insurance of the Property shall be the responsibility of City.

5.2. The terms of this Easement shall be binding upon City and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "City" and "County", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named City and City's successors and assigns and the above-named County and its successors and assigns, respectively.

5.3. The term "passive recreation" shall consist of non-motorized recreation that emphasizes enjoyment of the Property's open space features, involves little or no development on the Property except as may be permitted in this Easement, has little or no impact on the Property's Conservation Values, and does not create new structures on the Property unless otherwise allowed under this Easement. Examples of passive recreation include, but are not limited to, hiking, snowshoeing, cross-country skiing, photography, bird-watching or other nature observation or study, and picnicking and other passive uses related to non-motorized boating along the shoreline of the adjacent Clover Basin Reservoir.

5.4. 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 Easement 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.

5.5. The Parties agree that they may not convey, transfer or assign their respective interests in the Property without the prior written permission of the other party.

5.6. City agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which City conveys any interest in the Property (including a leasehold interest) and that City will attach a copy of this Easement thereto.

5.7. All exhibits referred to herein are incorporated by reference. This instrument and the attached Exhibits contain the entire agreement between the parties relating to the Easement on the Property and may be modified only by an instrument in writing executed by both Parties.

5.8. This Easement 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.

5.9. 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. Said notice shall be effective and complete upon delivery, or transmission of the facsimile, or upon date of mailing. Until changed by notice in writing, notice shall be given as follows:

To the County: The Director
Boulder County Parks and Open Space
5201 St. Vrain Road
Longmont, Colorado 80503
Facsimile number: 303-678-6179

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

To the City: City Manager
City of Longmont
7 S. Sunset Street
Longmont, Colorado 80501

With a copy to: City Attorney
City of Longmont
408 Third Avenue
Longmont, Colorado 80501
Facsimile number: 303-651-8914

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 8th day of March, 2022.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Marta Loachamin, Chair

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ____ day of March, 2022 by Marta Loachamin, Chair, of the Board of County Commissioners of Boulder County, Colorado.

(Notary official signature)

NOTARY
SEAL

(Commission expiration)

CITY OF LONGMONT, a Colorado
municipal corporation



By: Joan Peck
Joan Peck, Mayor

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Assistant City Attorney

APPROVED AS TO FORM AND SUBSTANCE:

[Signature]
Originating Department

Cristi Campbell
Proofread

EXHIBIT 1

Legal Description of the Property

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2174007, DATED JULY 17, 2001 IN THE RECORDS OF BOULDER COUNTY TO BEAR NORTH 89°41'33" EAST, A DISTANCE OF 1327.95 FEET BETWEEN A FOUND 1-1/2" ALUMINUM CAP, STAMPED "PLS 2152", 32.82 FEET EAST THE SOUTHWEST CORNER OF SAID PARCEL AND A FOUND 1-1/2" ALUMINUM CAP, STAMPED "PLS 2152" AT THE SOUTHEAST CORNER OF SAID PARCEL;

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°10'27" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1664.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AT RECEPTION NO. 2174007;

THENCE NORTH 89°41'33" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1327.95 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;

THENCE NORTH 00°07'55" WEST, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 160.87 FEET TO A SOUTHWEST CORNER OF OUTLOT "A", CLOVER BASIN RANCH N.U.P.U.D. AS DESCRIBED AT RECEPTION NO. 01038013, DATED APRIL 19, 1990 IN THE RECORDS OF BOULDER COUNTY;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID OUTLOT "A" ALONG THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°43'47" EAST, A DISTANCE OF 554.14 FEET;
- 2) THENCE SOUTH 00°18'03" EAST, A DISTANCE OF 441.51 FEET;
- 3) THENCE NORTH 89°41'57" EAST, A DISTANCE OF 67.07 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID CLOVER BASIN RANCH N.U.P.U.D.;

THENCE SOUTH 00°18'03" EAST, ALONG THE WEST LINE OF SAID LOT 1 AND OUTLOT "A", A DISTANCE OF 529.30 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT "A";

THENCE NORTH 84°29'41" EAST, ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 555.14 FEET TO THE SOUTHEAST CORNER SAID OUTLOT "A";

THENCE SOUTH 00°18'03" EAST, A DISTANCE OF 25.35 FEET TO A POINT ON THE CLOVER BASIN RESERVOIR;

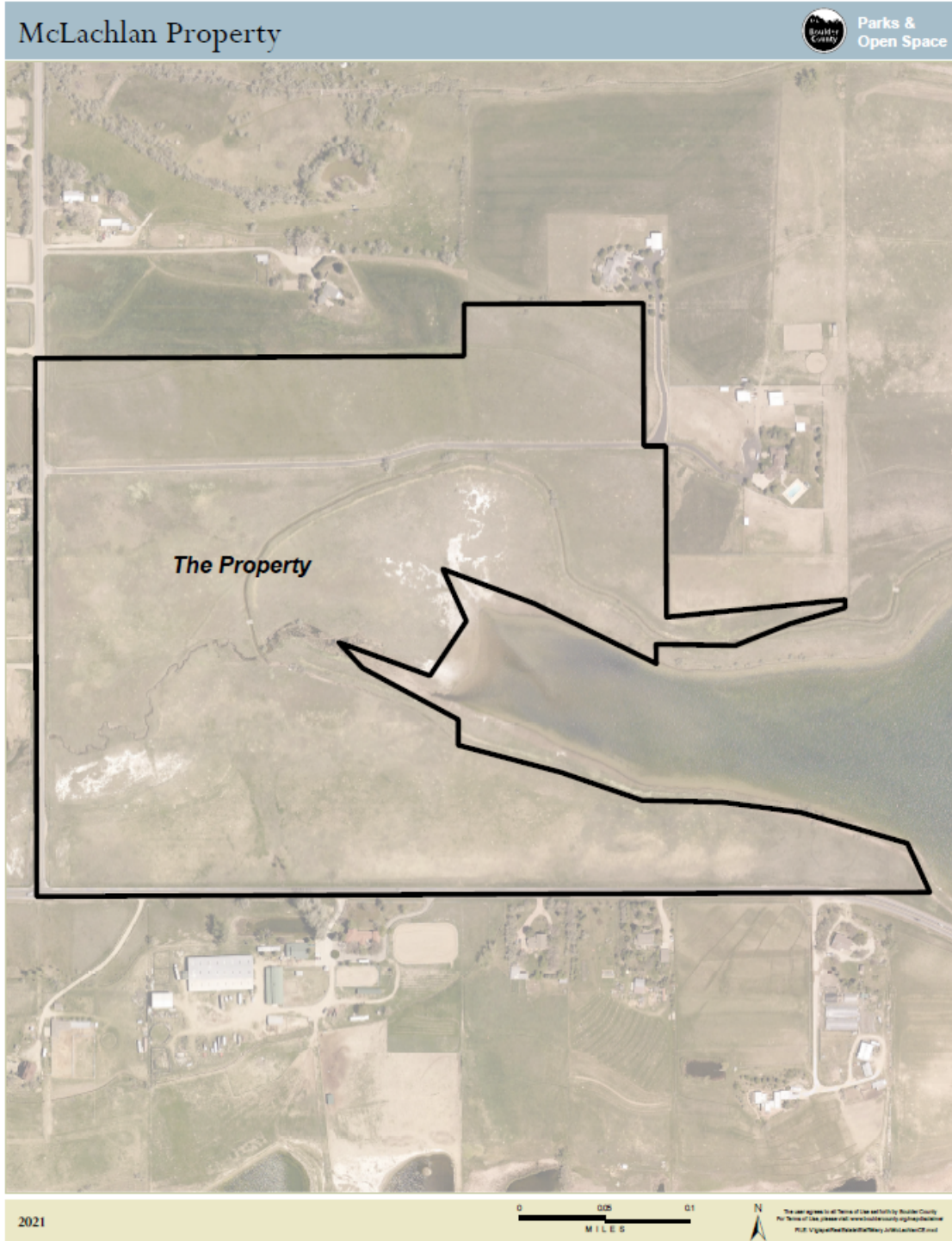
THENCE ALONG THE CLOVER BASIN RESERVOIR THE FOLLOWING EIGHTEEN (18) COURSES;

- 1) SOUTH 74°06'25" WEST, A DISTANCE OF 177.76 FEET;
- 2) THENCE SOUTH 68°16'09" WEST, A DISTANCE OF 180.70 FEET;
- 3) THENCE NORTH 89°17'03" WEST, A DISTANCE OF 245.81 FEET;
- 4) THENCE SOUTH 00°50'38" EAST, A DISTANCE OF 60.09 FEET;
- 5) THENCE NORTH 63°48'02" WEST, A DISTANCE OF 421.65 FEET;
- 6) THENCE NORTH 69°15'27" WEST, A DISTANCE OF 302.22 FEET;
- 7) THENCE SOUTH 24°19'13" EAST, A DISTANCE OF 176.20 FEET;
- 8) THENCE SOUTH 33°30'23" WEST, A DISTANCE OF 203.31 FEET;
- 9) THENCE NORTH 69°58'06" WEST, A DISTANCE OF 300.00 FEET;
- 10) THENCE SOUTH 42°39'24" EAST, A DISTANCE OF 106.62 FEET;
- 11) THENCE SOUTH 61°37'11" EAST, A DISTANCE OF 337.00 FEET;
- 12) THENCE SOUTH 00°14'31" EAST, A DISTANCE OF 79.04 FEET;
- 13) THENCE SOUTH 75°13'51" EAST, A DISTANCE OF 328.59 FEET;
- 14) THENCE SOUTH 70°52'10" EAST, A DISTANCE OF 265.15 FEET;
- 15) THENCE SOUTH 88°34'46" EAST, A DISTANCE OF 248.71 FEET;
- 16) THENCE SOUTH 82°47'54" EAST, A DISTANCE OF 243.36 FEET;
- 17) THENCE SOUTH 73°51'37" EAST, A DISTANCE OF 344.66 FEET;
- 18) THENCE SOUTH 24°45'23" EAST, A DISTANCE OF 167.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 89°43'41" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2763.96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT 2

Map



SPECIAL WARRANTY DEED

(Statutory Form, C.R.S. § 38-30-115)

Grantor, the **COUNTY OF BOULDER**, a body corporate and politic, whose legal address is 5201 St. Vrain Road, Longmont, CO 80503, of the County of Boulder, and State of Colorado, for the consideration of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), in hand paid, hereby sells and conveys to Grantee, the **CITY OF LONGMONT**, a Colorado municipal corporation, whose legal address is 385 Kimbark Street, Longmont, CO 80501, of the County of Boulder, and State of Colorado, the following real property in the County of Boulder, State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE,

with all its appurtenances, reserving all mineral rights, reserved interest in water rights and any road rights-of-way owned by Grantor appurtenant to the Property, and warrants the title against all persons claiming under the Grantor, subject to statutory exceptions.

Signed this ____ day of _____, 2022.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Marta Loachamin, Chair

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of _____, 2022
by Marta Loachamin, Chair, of the Board of County Commissioners of Boulder County,
Colorado.

(Notary official signature)

NOTARY
SEAL

(Commission expiration)

EXHIBIT A

Legal Description

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING SOUTH LINE OF A PARCEL OF LAND AS DESCRIBED AT RECEPTION NO. 2174007, DATED JULY 17, 2001 IN THE RECORDS OF BOULDER COUNTY TO BEAR NORTH 89°41'33" EAST, A DISTANCE OF 1327.95 FEET BETWEEN A FOUND 1-1/2" ALUMINUM CAP, STAMPED "PLS 2152", 32.82 FEET EAST THE SOUTHWEST CORNER OF SAID PARCEL AND A FOUND 1-1/2" ALUMINUM CAP, STAMPED "PLS 2152" AT THE SOUTHEAST CORNER OF SAID PARCEL;

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE NORTH 00°10'27" WEST, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 1664.72 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AT RECEPTION NO. 2174007;

THENCE NORTH 89°41'33" EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1327.95 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;

THENCE NORTH 00°07'55" WEST, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 160.87 FEET TO A SOUTHWEST CORNER OF OUTLOT "A", CLOVER BASIN RANCH N.U.P.U.D. AS DESCRIBED AT RECEPTION NO. 01038013, DATED APRIL 19, 1990 IN THE RECORDS OF BOULDER COUNTY;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID OUTLOT "A" ALONG THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89°43'47" EAST, A DISTANCE OF 554.14 FEET;
- 2) THENCE SOUTH 00°18'03" EAST, A DISTANCE OF 441.51 FEET;
- 3) THENCE NORTH 89°41'57" EAST, A DISTANCE OF 67.07 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID CLOVER BASIN RANCH N.U.P.U.D.;

THENCE SOUTH 00°18'03" EAST, ALONG THE WEST LINE OF SAID LOT 1 AND OUTLOT "A", A DISTANCE OF 529.30 FEET TO A SOUTHWEST CORNER OF SAID OUTLOT "A";

THENCE NORTH 84°29'41" EAST, ALONG THE SOUTH LINE OF SAID OUTLOT "A", A DISTANCE OF 555.14 FEET TO THE SOUTHEAST CORNER SAID OUTLOT "A";

THENCE SOUTH 00°18'03" EAST, A DISTANCE OF 25.35 FEET TO A POINT ON THE CLOVER BASIN RESERVOIR;

THENCE ALONG THE CLOVER BASIN RESERVOIR THE FOLLOWING EIGHTEEN (18) COURSES;

- 1) SOUTH 74°06'25" WEST, A DISTANCE OF 177.76 FEET;
- 2) THENCE SOUTH 68°16'09" WEST, A DISTANCE OF 180.70 FEET;
- 3) THENCE NORTH 89°17'03" WEST, A DISTANCE OF 245.81 FEET;
- 4) THENCE SOUTH 00°50'38" EAST, A DISTANCE OF 60.09 FEET;
- 5) THENCE NORTH 63°48'02" WEST, A DISTANCE OF 421.65 FEET;
- 6) THENCE NORTH 69°15'27" WEST, A DISTANCE OF 302.22 FEET;
- 7) THENCE SOUTH 24°19'13" EAST, A DISTANCE OF 176.20 FEET;
- 8) THENCE SOUTH 33°30'23" WEST, A DISTANCE OF 203.31 FEET;
- 9) THENCE NORTH 69°58'06" WEST, A DISTANCE OF 300.00 FEET;
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THENCE SOUTH 89°43'41" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2763.96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



Board of County Commissioners

March 8, 2022

Land Title Guarantee Company
916 S. Main St. #301
Longmont, CO 80501

Attention: Cathy Grove

Re: Commitment for Title Insurance No. K70742310; McLachlan Property

Dear Ms. Grove:

The County of Boulder is the purchaser of the following described real property located in the State of Colorado, County of Boulder:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

In order to remove pre-printed exception No. 4 of Schedule B on the owner's policy to be issued to the City of Longmont on the above-described property, the County of Boulder certifies that no improvements have been made on the property by the County and there are no existing or outstanding bills or obligations to any contractors, sub-contractors or suppliers for materials supplied or labor performed, commenced or contracted for, including but not limited to excavation, demolition, engineering or architectural fees.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Marta Loachamin, Chair
Board of County Commissioners

Matt Jones *County Commissioner* **Claire Levy** *County Commissioner* **Marta Loachamin** *County Commissioner*

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303-441-3500 • Fax: 303-441-4525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org • commissioners@bouldercounty.org

EXHIBIT A

Legal Description

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

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- 2) THENCE SOUTH 68°16'09" WEST, A DISTANCE OF 180.70 FEET;
- 3) THENCE NORTH 89°17'03" WEST, A DISTANCE OF 245.81 FEET;
- 4) THENCE SOUTH 00°50'38" EAST, A DISTANCE OF 60.09 FEET;
- 5) THENCE NORTH 63°48'02" WEST, A DISTANCE OF 421.65 FEET;
- 6) THENCE NORTH 69°15'27" WEST, A DISTANCE OF 302.22 FEET;
- 7) THENCE SOUTH 24°19'13" EAST, A DISTANCE OF 176.20 FEET;
- 8) THENCE SOUTH 33°30'23" WEST, A DISTANCE OF 203.31 FEET;
- 9) THENCE NORTH 69°58'06" WEST, A DISTANCE OF 300.00 FEET;
- 10) THENCE SOUTH 42°39'24" EAST, A DISTANCE OF 106.62 FEET;
- 11) THENCE SOUTH 61°37'11" EAST, A DISTANCE OF 337.00 FEET;
- 12) THENCE SOUTH 00°14'31" EAST, A DISTANCE OF 79.04 FEET;
- 13) THENCE SOUTH 75°13'51" EAST, A DISTANCE OF 328.59 FEET;
- 14) THENCE SOUTH 70°52'10" EAST, A DISTANCE OF 265.15 FEET;
- 15) THENCE SOUTH 88°34'46" EAST, A DISTANCE OF 248.71 FEET;
- 16) THENCE SOUTH 82°47'54" EAST, A DISTANCE OF 243.36 FEET;
- 17) THENCE SOUTH 73°51'37" EAST, A DISTANCE OF 344.66 FEET;
- 18) THENCE SOUTH 24°45'23" EAST, A DISTANCE OF 167.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 89°43'41" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2763.96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.