



## Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503  
 303-678-6200 • POSinfo@bouldercounty.org  
 www.BoulderCountyOpenSpace.org

### BOCC BUSINESS MEETING

**TO:** Board of County Commissioners  
**FROM:** Don Durso, Land Officer  
**FOR:** BOCC Business Meeting, 10:30 a.m., Tuesday, May 2, 2023  
**RE:** Walden Ponds-2023 City of Boulder Main Sewer Improvements – Utility and Access Easements  
**MEMO DATE:** **April 27, 2023**

*For much longer than Parks & Open Space's history of stewarding open space, the land in this community has been important to diverse Indigenous communities that continue to live here. We are partnering with Indigenous people to make meaningful changes to how we do our work that include Indigenous people, incorporate their perspectives, and honor their land stewardship legacy. Parks & Open Space operates within modern legal constructs of land ownership to steward Boulder County open space and accomplish these efforts on behalf of our community.*

#### **Summary of Request**

Boulder County owns the Walden Ponds open space property located west of 75<sup>th</sup> Street, south of Jay Road, and adjacent to the City of Boulder's sewage treatment plant (please see maps at the end of this memo).

The City of Boulder's existing sewer main is aging and undersized. In 2020, the Board of County Commissioners approved Docket SI-18-003, the City of Boulder's application for the placement of a new sewer line under Walden Ponds with conditions of approval.

The final plans for the sewer line replacement require the county to grant a new easement to the City of Boulder for the sewer line and for access for installation and maintenance, and a modification to a ditch crossing agreement with the city. The plans necessitate a new utility easement to Xcel Energy to reroute the utility line that serves the county's volunteer center at Walden Ponds.

Staff recommends approval of the above-described easements.

#### **Background Information**

Since 2020, the City of Boulder and Parks & Open Space staff have been working together to ensure that the city meets the conditions of approval for its sewer main replacement project. Plans for the project were finalized earlier this year to minimize resource impacts as much as possible.

The City of Boulder has condemnation authority over Boulder County, so the county is legally unable to prevent these dispositions. Boulder County prefers to cooperate informally with the City in these instances and negotiate fair compensation rather than a full formal condemnation process that is more costly and time-consuming for both parties. The city will pay the county \$42,300 for the easements granted to it.

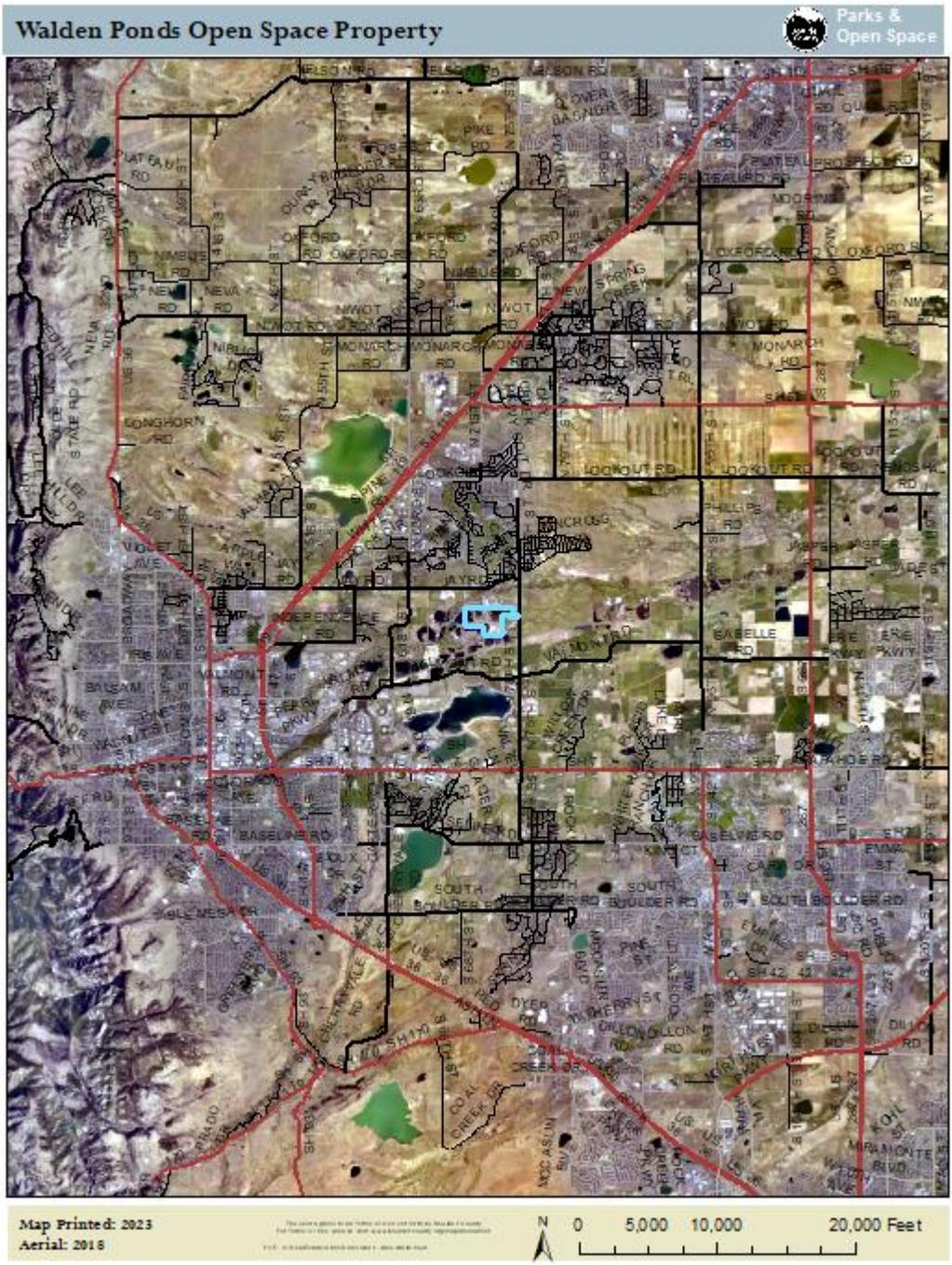
**Staff Recommendation**

Staff recommends granting the utility and access easement to the City of Boulder, the modified ditch crossing agreement with the City of Boulder, and the utility easement to Xcel for the relocated electrical service line.

**BOCC Action Requested**

Approve the request as described above.

### Vicinity Map:



### Close-Up Map Showing New Easement Locations:



**\*\*\*END OF BOARD MEMO, BEGINNING OF DOCUMENT TO BE SIGNED\*\*\***

## GRANT OF PERPETUAL NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

This Perpetual Non-Exclusive Easement (“Easement”) is granted this \_\_\_\_ day of \_\_\_\_\_, 2023, by **Boulder County**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 (“Grantor”) to the **City of Boulder**, a Colorado home rule city, whose legal address is P.O. Box 791, Boulder, Colorado 80306 (“Grantee”).

### RECITALS

- A. Grantor owns the property known as the Walden Ponds open space property, which is generally depicted on Exhibit A (“Grantor’s Property”); and
- B. Grantor desires to grant to Grantee a non-exclusive right of access over and across Grantor’s Property for the right to install, operate, maintain and repair a sanitary sewer line and necessary appurtenances, and reasonable ingress and egress to the Easement as depicted on Exhibit B (“Easement”), subject to the conditions contained in this instrument; and

### GRANT OF EASEMENT

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) the foregoing Recitals, and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor hereby conveys to Grantee, its successors and assigns, the non-exclusive perpetual easement described below:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement across Grantor’s Property as depicted on Exhibit B for the purposes set forth in Paragraph 2 (“Easement Property”).
2. Purpose. The Easement Property may be used for sanitary sewer lines and necessary appurtenances, and reasonable ingress and egress under, through and across the Easement Property. Grantee shall not use the Easement Property for any other uses without an amendment of this Easement or the express written agreement of Grantor. Similarly, Grantee shall contain all work activities within the Easement Property and shall not use other areas of Grantor’s Property or other property owned by Grantor. Without limiting the foregoing, the terms of this Easement shall apply to the initial construction and to all future maintenance or replacement operations.
3. Construction, Improvements and Maintenance. Within the Easement Property, Grantee may access, install, construct, use, operate, maintain, repair, reconstruct, improve, relocate, inspect, survey, test, remove, and replace, at any time and from time to time as may be useful to, or required by the City, sanitary sewer lines, conduits, vaults, meters, valves, manholes, access roads, or any other underground sanitary sewer utility structures and all improvements and appurtenances thereto, with above ground improvements including modifications to Grantor’s existing spillway, manholes, utility markers, and access paths, together with all rights and privileges as are necessary or incidental to the reasonable and

property use of such easement, including right of ingress and egress under, through and across the Easement Property for personnel, equipment, and vehicles. Grantee shall not pave or otherwise create an impermeable surface over any portion of the Easement Property.

3.1 All use of the Easement Area shall be accomplished with all reasonable care and shall be in accordance with the plans contained in the Boulder Main Sewer Improvements Bid Set – January 2023 Phase II dated January 25, 2023 (the “Plans”), and the specifications contained in the Project Manual Main Sewer Improvement Project #10264784 dated January 25, 2023 (the “Specs”), or updates to said Plans and the Specs, so long as Boulder County Open Space staff has reviewed and approved said updates. Said Plans and Specs are designed to minimize impacts to the Easement Property, Grantor’s Property and its natural resources.

3.2 Grantee shall contain all work activities within the Easement Property and shall not affect any other portion of Grantor’s Property. Grantee shall bury the sanitary sewer line at a sufficient depth at the time of construction so as not to interfere with Grantor’s ordinary use of Grantor’s Property. Manholes will be placed adjacent to finished trails.

3.3 Grantee must comply with all Boulder County land use regulations, including without limitation, obtaining all necessary approvals and permits for the uses permitted hereunder.

3.4 Grantee shall be responsible for all construction costs and any repairs or maintenance necessary for its construction, maintenance and/or use of the Easement Property. Grantee shall restore the Easement Property to its prior condition, including all improvements thereon, including but not limited to, fences, drain tiles, irrigation systems, landscaping, and roads, and shall pay Grantor for damages to Grantor’s Property, including but not limited to, damage to growing crops, livestock, and other damages caused by Grantee’s activities.

3.5 Grantee may conduct routine maintenance activities within the Easement Property, but shall not make improvements or conduct anything other than routine maintenance without having first provided written notice and plans two weeks prior to the initiation of said work to the Director, Parks & Open Space Department, 5201 St. Vrain Rd, Boulder, Colorado 80503, and receiving written approval from said county department prior to conducting the work, which approval may not be unreasonably withheld.

3.6 Upon completion of the installation of the sanitary sewer lines, Grantee shall remove all unnecessary equipment, materials, and supplies and shall leave Grantor’s Property in its original or better condition and void of all hazards including but not limited to hazardous changes in topography, such as holes, ruts, and dirt piles.

4. Relocation. Grantee hereby acknowledges and agrees that if Grantor's management of Grantor's Property creates a need for a relocation of the Easement Property as determined in Grantor's sole discretion, Grantee will cooperate with Grantor to accomplish such relocation at Grantor's expense. Such expenses shall include, but are not limited to, design and construction on Grantor's Property, and design, construction, and acquisition costs for land interests on adjacent properties. In the event of relocation, Grantor and Grantee shall execute such documents as are necessary to vacate the location of the access easement as set forth in this Easement and to establish and record the Easement Property's new location.

5. Indemnity. Each party agrees to be responsible for its own negligent actions or omissions and those of its officers, agents, and employees. Grantor and Grantee in no way waive or intend to waive the limitations on liability which are provided to them under the Colorado Governmental Immunity Act, C.R.S., §§ 24-10-101, et seq., as currently enacted or subsequently amended.

6. Mechanic's Lien. Nothing contained herein shall authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Easement Property or any portion of the Easement Property or of Grantor's Property, to mechanic's liens. If any such lien shall be filed against the Easement and Grantee has caused such lien, Grantee 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 Grantee, then Grantor, at its option, and at the cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend Grantor's Property from and against such lien.

7. Enforcement and Restoration. Grantor may exercise immediate reasonable enforcement, restoration, and conservation actions when such actions are warranted for the protection and preservation of Grantor's Property. Should an activity be undertaken on the Easement Property to which the parties have not agreed, Grantor may require Grantee to immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Grantee, its employees, agents, guests or invitees, the cost of any restoration of Grantor's Property shall be borne by Grantee.

8. Grantor's Reserved Rights. Grantor 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 Grantee's use of the Easement Property. Grantee's use of the Easement Property shall be non-exclusive, and Grantee shall have no rights to use any portion of Grantor's Property except the Easement Property and only as permitted in this Easement.

9. Public Safety. Trail closures will be required to maintain public safety within the project area. Grantee and their contractor will coordinate with Grantor related to trail closure notifications, traffic control details, and detours.

10. Specific Performance. This Easement may be enforced by specific performance, including mandatory injunctive relief and/or damages.

11. Covenant Running with the Land. This Easement shall run with the land and be binding upon and shall inure to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

12. Notices. Within sixty (60) days after a change of a party's address, that party shall provide a written notice of any change of address to all other parties. Whenever notice is required to be given hereunder, it shall be in writing and may be mailed, or hand delivered to the party entitled thereto, and if mailed, it shall be done by registered or certified mail, return receipt requested. If mailed, said notice shall be effective and complete as of the date of mailing. If hand delivered, said notice shall be effective and complete upon completion of the hand delivery. Notice may also be accomplished by email, if emailed to a current email address specified in writing by the receiving party. Until changed by notice in writing, each party's mailing addresses are as follows:

To the Grantee:           Boulder City Manager  
                                  P.O. Box 791  
                                  Boulder, CO 80302

With copy to:            Boulder City Attorney's Office  
                                  P.O. Box 791  
                                  Boulder, CO 80302

To the Grantor:         The Director  
                                  Boulder County Parks & Open Space  
                                  5201 St. Vrain Road  
                                  Longmont, CO 80503

With copy to:            The Boulder County Attorney's Office  
                                  P.O. Box 471  
                                  Boulder, CO 80306

13. Severability. If any provisions 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.

14. Entire Agreement. This instrument and the 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.

15. Exhibits. All references to exhibits herein shall incorporate such exhibits by their reference.

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

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

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

19. Encumbrances. Grantee acknowledges this Easement is subject to all prior recorded encumbrances of Grantor's Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date set forth above.

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GRANTOR:

COUNTY OF BOULDER,  
a body corporate and politic

By: \_\_\_\_\_  
Claire Levy, Chair  
Board of County Commissioners of Boulder  
County

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022  
by Claire Levy, Chair of the Board of County Commissioners of Boulder County, Colorado.

\_\_\_\_\_  
(Notary official signature)

NOTARY  
SEAL

\_\_\_\_\_  
(Commission expiration)

....

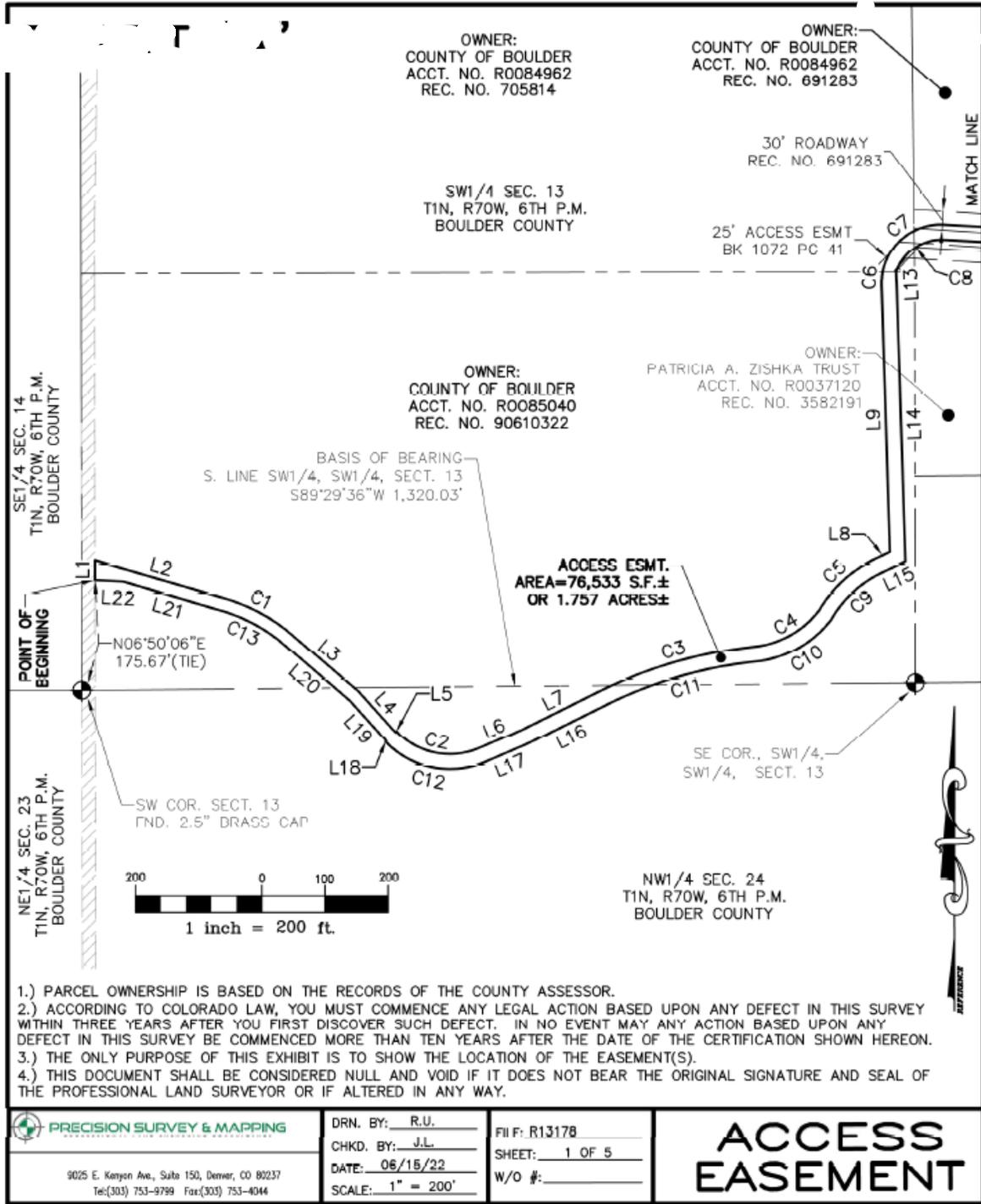
# EXHIBIT A

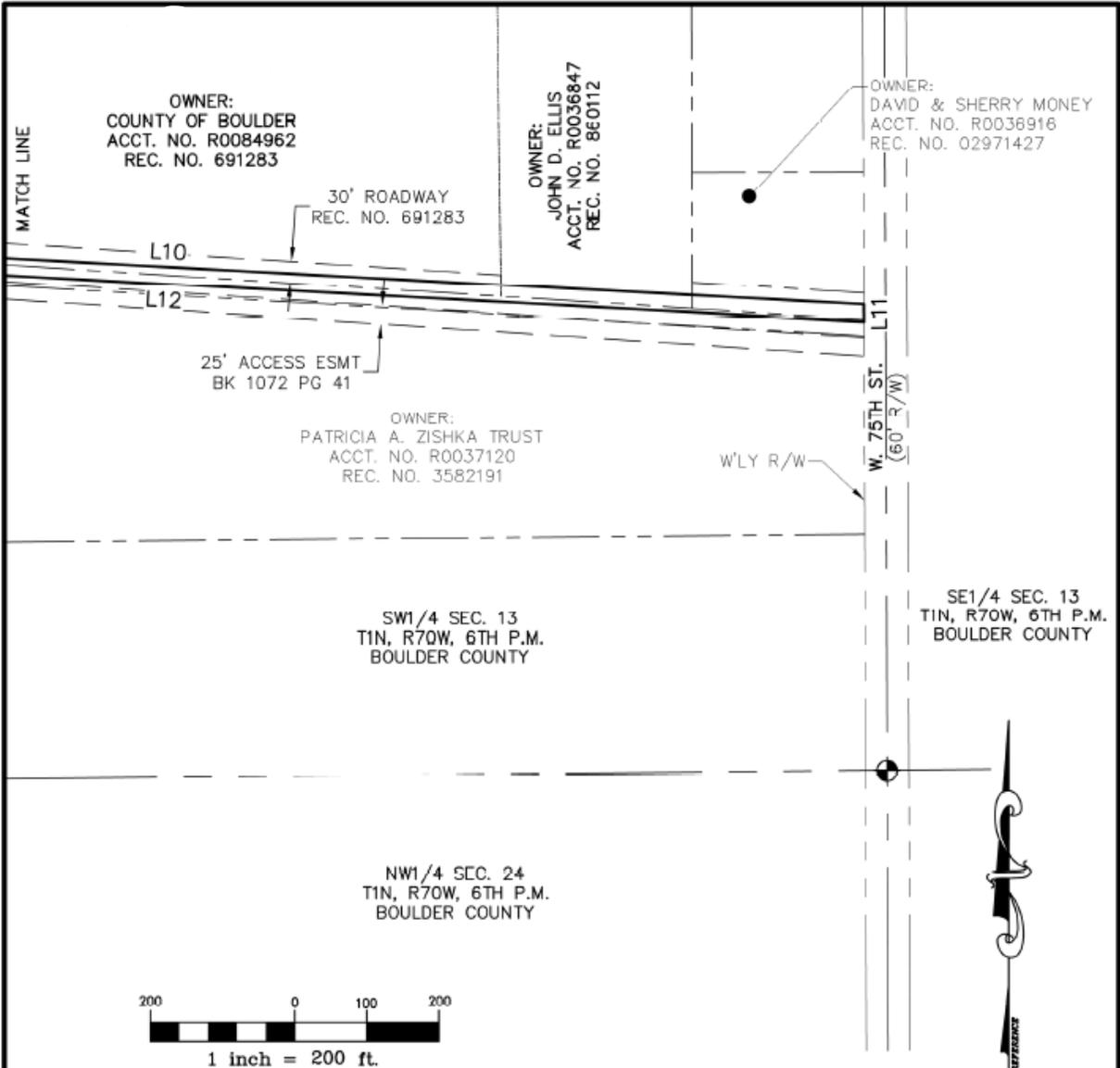
Grantor's Property



# EXHIBIT B

## Easement Property





- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: R.U.  
CHKD. BY: J.L.  
DATE: 06/15/22  
SCALE: 1" = 200'

FILE #: R13178  
SHEET: 2 OF 5  
W/O #:

**ACCESS  
EASEMENT**

# LINE/CURVE TABLE

LINE TABLE		
NO	BEARING	DISTANCE
L1	N00°04'27"W	30.85'
L2	S73°49'15"E	208.41'
L3	S49°29'05"E	153.45'
L4	S42°08'55"E	87.50'
L5	N46°22'04"E	2.00'
L6	N66°43'20"E	73.85'
L7	N63°35'17"E	136.58'
L8	N64°44'27"E	25.33'
L9	N01°47'11"W	423.17'
L10	S86°52'53"E	1250.53'
L11	S00°12'42"E	24.04'
L12	N86°52'53"W	1252.67'
L13	S02°55'13"E	20.74'
L14	S01°47'11"E	438.96'
L15	S64°44'27"W	41.12'
L16	S63°35'17"W	137.27'
L17	S66°43'20"W	74.70'
L18	N46°22'04"E	2.00'
L19	N42°08'55"W	86.22'
L20	N49°29'05"W	151.57'

NO	BEARING	DISTANCE
L21	N73°34'29"W	156.41'
L22	N87°07'28"W	44.72'

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	112.60'	292.25'	22°04'28"	S63°53'04"E	111.90'
C2	139.96'	116.77'	68°40'38"	S77°58'15"E	131.73'
C3	268.06'	722.26'	21°15'54"	N74°04'23"E	266.53'
C4	109.91'	150.72'	41°46'54"	N59°29'07"E	107.49'
C5	124.61'	205.34'	34°46'13"	N47°33'25"E	122.71'
C6	21.57'	93.72'	13°11'16"	N04°37'12"E	21.53'
C7	139.43'	93.72'	85°14'11"	N53°49'55"E	126.92'
C8	101.43'	76.57'	75°53'37"	S57°15'40"W	94.17'
C9	111.73'	181.34'	35°18'13"	S47°18'12"W	109.98'
C10	130.25'	174.72'	42°42'42"	S59°19'53"W	127.25'
C11	260.05'	698.26'	21°20'19"	S74°06'26"W	258.55'
C12	169.46'	140.77'	68°58'28"	N77°54'31"W	159.41'
C13	104.54'	272.25'	22°00'06"	N63°58'10"W	103.90'



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DRN. BY: R.U.  
CHKD. BY: J.L.  
DATE: 06/15/22  
SCALE: 1" = 200'

FILE: R13178  
SHEET: 3 OF 5  
W/O #: \_\_\_\_\_

## ACCESS EASEMENT

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24 AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS FOUND AT RECEPTION NO. 90610322, RECEPTION NO. 705814, RECEPTION NO. 691283 AND RECEPTION NO. 860112 FILED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND ASSUMED TO BEAR S89°29'36"W A DISTANCE OF 1,320.03 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 TO A 2.5" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 13;

BEGINNING AT A POINT WHICH BEARS N06°50'06"E A DISTANCE OF 175.67 FEET FROM SAID SOUTHWEST CORNER;

THENCE N00°04'27"W A DISTANCE OF 30.85 FEET; THENCE S73°49'15"E A DISTANCE OF 208.41 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 112.60 FEET, HAVING A RADIUS OF 292.25 FEET, THROUGH A CENTRAL ANGLE OF 22°04'28" AND A CHORD WHICH BEARS S63°53'04"E A DISTANCE OF 111.90 FEET; THENCE S49°29'05"E A DISTANCE OF 153.45 FEET; THENCE S42°08'55"E A DISTANCE OF 87.50 FEET; THENCE N46°22'04"E A DISTANCE OF 2.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 139.96 FEET, HAVING A RADIUS OF 116.77 FEET, THROUGH A CENTRAL ANGLE OF 68°40'38" AND A CHORD WHICH BEARS S77°58'15"E A DISTANCE OF 131.73 FEET; THENCE N66°43'20"E A DISTANCE OF 73.85 FEET; THENCE N63°35'17"E A DISTANCE OF 136.58 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 268.06 FEET, HAVING A RADIUS OF 722.26 FEET, THROUGH A CENTRAL ANGLE OF 21°15'54" AND A CHORD WHICH BEARS N74°04'23"E A DISTANCE OF 266.53 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 109.91 FEET, HAVING A RADIUS OF 150.72 FEET, THROUGH A CENTRAL ANGLE OF 41°46'54" AND A CHORD WHICH BEARS N59°29'07"E A DISTANCE OF 107.49 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 124.61 FEET, HAVING A RADIUS OF 205.34 FEET, THROUGH A CENTRAL ANGLE OF 34°46'13" AND A CHORD WHICH BEARS N47°33'25"E A DISTANCE OF 122.71 FEET; THENCE N64°44'27"E A DISTANCE OF 25.33 FEET; THENCE N01°47'11"W A DISTANCE OF 423.17 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 21.57 FEET, HAVING A RADIUS OF 93.72 FEET, THROUGH A CENTRAL ANGLE OF 13°11'16" AND A CHORD WHICH BEARS N04°37'12"E A DISTANCE OF 21.53 FEET; THENCE ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 139.43 FEET, HAVING A RADIUS OF 93.72 FEET, THROUGH A CENTRAL ANGLE OF 85°14'11" AND A CHORD WHICH BEARS N53°49'55"E A DISTANCE OF 126.92 FEET; THENCE S86°52'53"E A DISTANCE OF 1,250.53 FEET TO THE WESTERLY RIGHT-OF-WAY OF W. 75TH STREET; THENCE S00°12'42"E ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 24.04 FEET; THENCE N86°52'53"W A DISTANCE OF 1,252.67 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 101.43 FEET, HAVING A RADIUS OF 76.57 FEET, THROUGH A CENTRAL ANGLE OF 75°53'37" AND A CHORD WHICH BEARS S57°15'40"W A DISTANCE OF 94.17 FEET;



PRECISION SURVEY & MAPPING

9025 E. Canyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: R.U.

CHKD. BY: J.L.

DATE: 06/15/22

SCALE: 1" = 200'

FILE: R13178

SHEET: 4 OF 5

W/O #:

## ACCESS EASEMENT

# LEGAL DESCRIPTION

THENCE S02°55'13"E A DISTANCE OF 20.74 FEET; THENCE S01°47'11"E A DISTANCE OF 438.96 FEET; THENCE S64°44'27"W A DISTANCE OF 41.12 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 111.73 FEET, HAVING A RADIUS OF 181.34 FEET, THROUGH A CENTRAL ANGLE OF 35°18'13" AND A CHORD WHICH BEARS S47°18'12"W A DISTANCE OF 109.98 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 130.25 FEET, HAVING A RADIUS OF 174.72 FEET, THROUGH A CENTRAL ANGLE OF 42°42'42" AND A CHORD WHICH BEARS S59°19'53"W A DISTANCE OF 127.25 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 260.05 FEET, HAVING A RADIUS OF 698.26 FEET, THROUGH A CENTRAL ANGLE OF 21°20'19" AND A CHORD WHICH BEARS S74°06'26"W A DISTANCE OF 258.55 FEET; THENCE S63°35'17"W A DISTANCE OF 137.27 FEET; THENCE S66°43'20"W A DISTANCE OF 74.70 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT AN ARC LENGTH OF 169.46 FEET, HAVING A RADIUS OF 140.77 FEET, THROUGH A CENTRAL ANGLE OF 68°58'28" AND A CHORD WHICH BEARS N77°54'31"W A DISTANCE OF 159.41 FEET; THENCE N46°22'04"E A DISTANCE OF 2.00 FEET; THENCE N42°08'55"W A DISTANCE OF 86.22 FEET; THENCE N49°29'05"W A DISTANCE OF 151.57 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT AN ARC LENGTH OF 104.54 FEET, HAVING A RADIUS OF 272.25 FEET, THROUGH A CENTRAL ANGLE OF 22°00'06" AND A CHORD WHICH BEARS N63°58'10"W A DISTANCE OF 103.90 FEET; THENCE N73°34'29"W A DISTANCE OF 156.41 FEET; THENCE N87°07'28"W A DISTANCE OF 44.72 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS S82°51'33"E A DISTANCE OF 1,309.23 FEET.

SAID PARCEL CONTAINS 76,533 SQUARE FEET OR 1.757 ACRES,

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


  
 Christopher P. Julian (Signature) \_\_\_\_\_ 06/15/22
   
 CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE
   
 FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

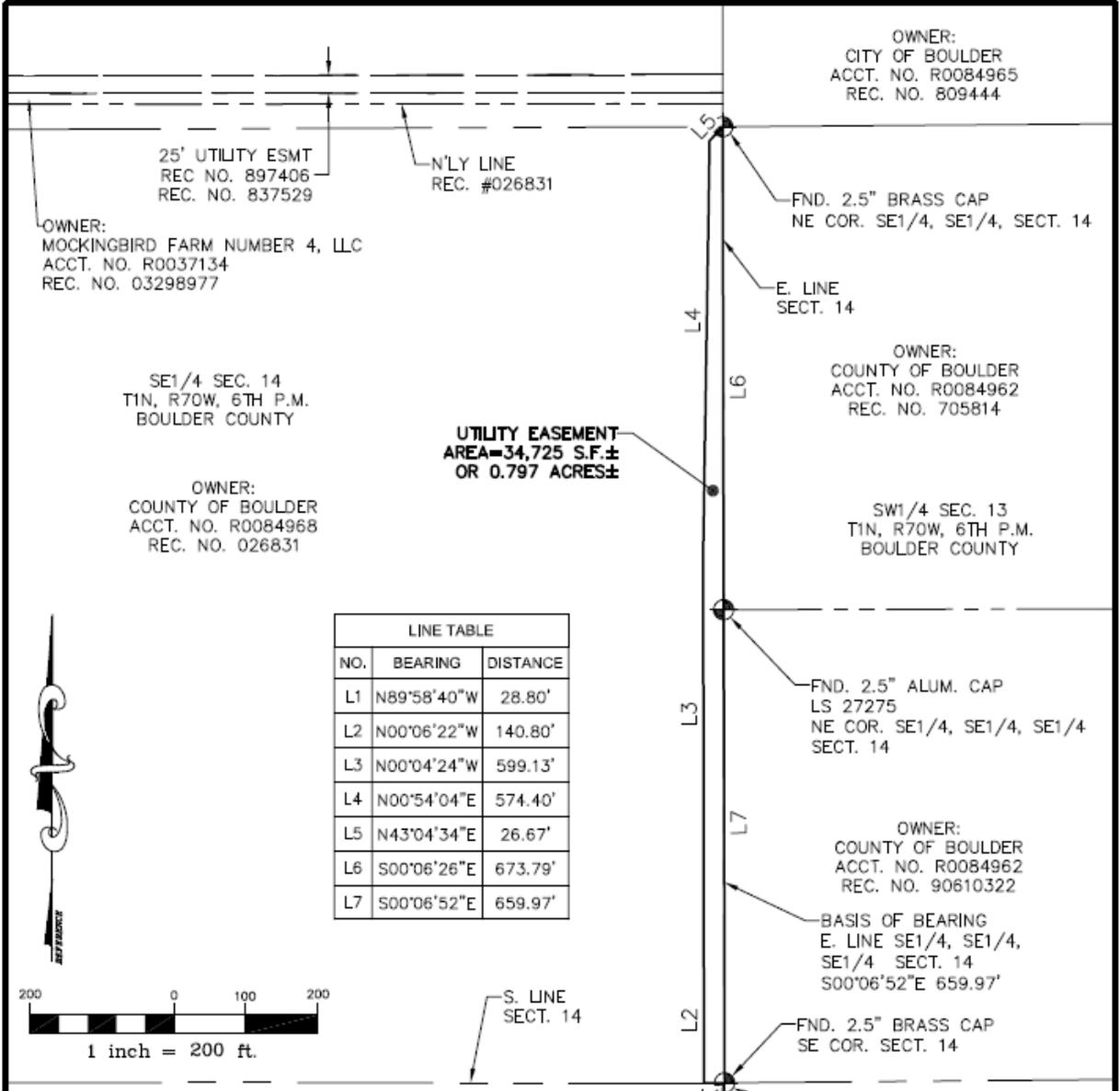


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## ACCESS EASEMENT



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**PRECISION SURVEY & MAPPING**  
PROFESSIONAL LAND SURVEYING CONSULTANTS

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SHEET: 1 OF 2

W/O #: \_\_\_\_\_

# UTILITY EASEMENT

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS FOUND AT RECEPTION NO. 026831, FILED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 14 AND ASSUMED TO BEAR S00°06'52"E A DISTANCE OF 659.97 FEET FROM A 2.5" ALUMINUM CAP STAMPED L.S. #27275 FOUND AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 TO A 2.5" BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 14;

BEGINNING AT SAID SOUTHEAST CORNER;

THENCE N89°58'40"W ALONG THE SOUTH LINE OF SAID SECTION 14 A DISTANCE OF 28.80 FEET; THENCE N00°06'22"W A DISTANCE OF 140.80 FEET; THENCE N00°04'24"W A DISTANCE OF 599.13 FEET; THENCE N00°54'04"E A DISTANCE OF 574.40 FEET; THENCE N43°04'34"E A DISTANCE OF 26.67 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE S00°06'26"E ALONG THE EAST LINE OF SAID SECTION 14 A DISTANCE OF 673.79 FEET TO SAID NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE S00°06'52"E ALONG SAID EAST LINE A DISTANCE OF 659.97 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 34,725 SQUARE FEET OR 0.797 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

  
*Christopher P. Julian* \_\_\_\_\_ 01/20/22  
CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE  
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.

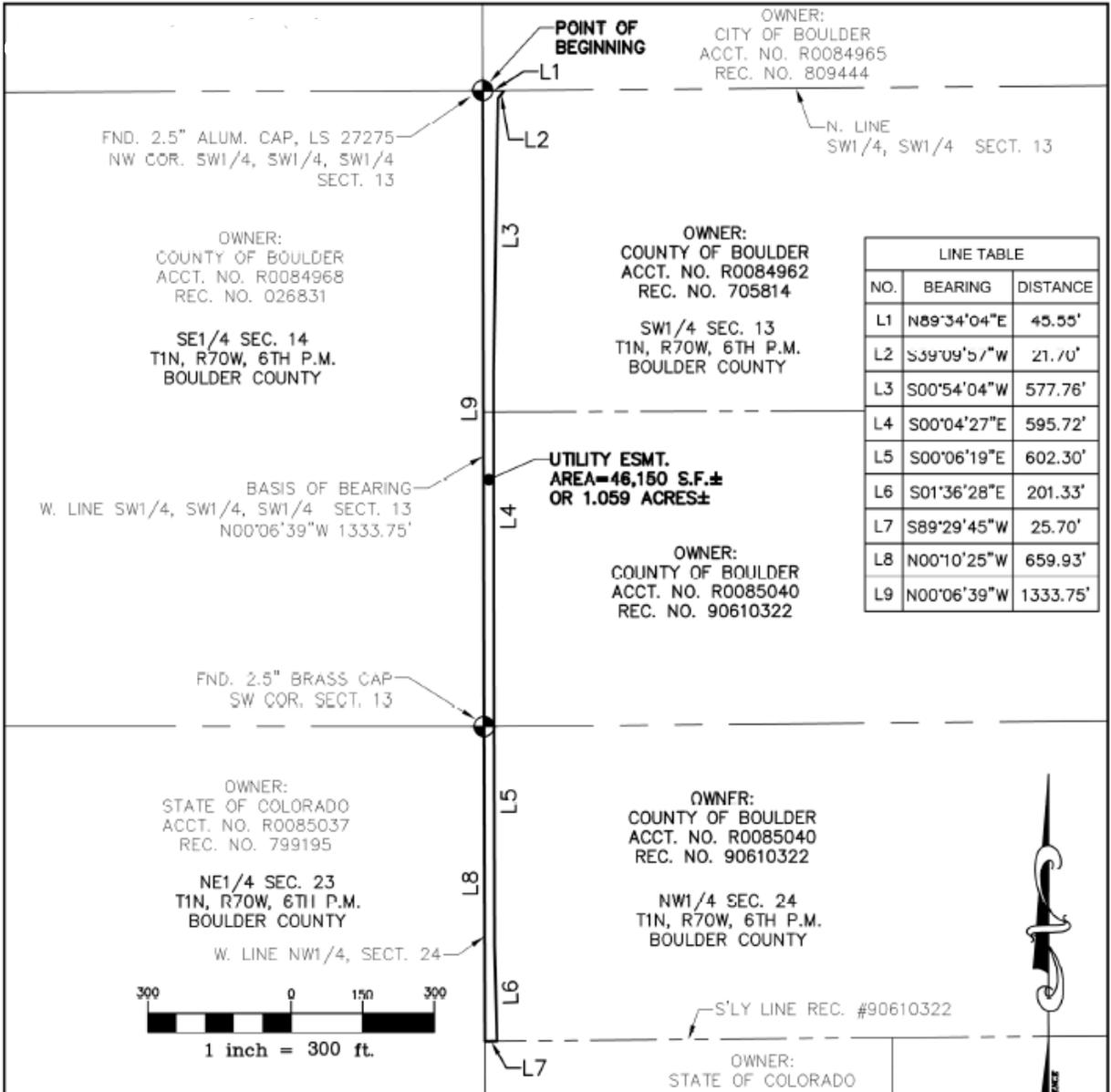


9025 E. Kenyon Ave., Suite 150, Denver, CO 80237  
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: A.S.  
CHKD. BY: R.U.  
DATE: 01/20/22  
SCALE: 1" = 200'

FILE: R13178  
SHEET: 2 OF 2  
W/O #:

## UTILITY EASEMENT



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

<p>PRECISION SURVEY &amp; MAPPING PROFESSIONAL LAND SURVEYING CONSULTANTS</p> <p>9025 E. Kenyon Ave., Suite 150, Denver, CO 80237 Tel:(303) 753-9799 Fax:(303) 753-4044</p>	DRN. BY: <u>R.U.</u> CHKD. BY: <u>J.L.</u> DATE: <u>10/18/22</u> SCALE: <u>1" = 300'</u>	FILE: <u>R13178</u> SHEET: <u>1 OF 2</u> W/O #: _____	<h1>UTILITY EASEMENT</h1>

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24 AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS FOUND AT RECEPTION NO. 90610322 AND RECEPTION NO. 705814 FILED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND ASSUMED TO BEAR N00°06'39"W A DISTANCE OF 1,333.75 FEET FROM A 2.5" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 13 TO A 2.5" ALUMINUM CAP STAMPED L.S. #27275 FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13;

BEGINNING AT SAID NORTHWEST CORNER;

THENCE N89°34'04"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 A DISTANCE OF 45.55 FEET; THENCE S39°09'57"W A DISTANCE OF 21.70 FEET; THENCE S00°54'04"W A DISTANCE OF 577.76 FEET; THENCE S00°04'27"E A DISTANCE OF 595.72 FEET; THENCE S00°06'19"E A DISTANCE OF 602.30 FEET; THENCE S01°36'28"E A DISTANCE OF 201.33 FEET TO THE SOUTHERLY LINE OF SAID RECEPTION NO. 90610322; THENCE S89°29'45"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 25.70 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE N00°10'25"W ALONG SAID WEST LINE A DISTANCE OF 659.93 FEET TO SAID SOUTHWEST CORNER; THENCE N00°06'39"W ALONG SAID WEST LINE A DISTANCE OF 1,333.75 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 46,150 SQUARE FEET OR 1.059 ACRES,

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

*Christopher P. Julian*  
 CHRISTOPHER P. JULIAN, L.S. 31158, DATE 10/18/22  
 FOR AND BEHALF OF PRECISION SURVEY & MAPPING, INC.



 <b>PRECISION SURVEY &amp; MAPPING</b> <small>PROFESSIONAL LAND SURVEYING CONSULTANTS</small>	DRN. BY: <u>R.U.</u>	FILE: <u>R13178</u>	<h2>UTILITY EASEMENT</h2>
	CHKD. BY: <u>J.L.</u>	SHEET: <u>2 OF 2</u>	
9025 E. Kenyon Ave., Suite 150, Denver, CO 80237 Tel:(303) 753-9799 Fax:(303) 753-4044	DATE: <u>10/18/22</u>	W/O #: _____	
	SCALE: <u>1" = 300'</u>		

## WALDEN DITCH CROSSING AGREEMENT

1. PARTIES. The parties to this Agreement are the **County of Boulder**, a body corporate and politic ("**County**"), and the **City of Boulder**, a Colorado municipal corporation ("**City**").

2. RECITALS. The County operates a lateral of the Walden Irrigation Ditch ("Ditch Lateral"), and owns various easements and rights-of-way associated with the Ditch Lateral. Portions of the Ditch Lateral cross certain real property in Boulder County, Colorado known as the Walden Ponds Open Space ("Property"). The City desires to install a new sanitary sewer pipeline on the Property as part of its Main Sewer Improvements Project ("Project"). The Project will provide critical wastewater infrastructure to the Boulder community. The pipeline will be constructed by open cutting the Ditch Lateral and the associated easements and rights-of way on the Property ("Easement") at one location, where the Ditch Lateral is enclosed within a culvert, as shown on **Exhibit A**. The County agrees to modify the Ditch Lateral and Easement and to allow the proposed construction to occur, subject to the terms, conditions, covenants and agreements as set forth in this Agreement.

3. GRANT OF RIGHT TO CONSTRUCT DITCH LATERAL IMPROVEMENTS. For consideration and subject to the covenants, conditions and limitations of this Agreement, the County grants to the City the right to cross the Ditch Lateral and Easement on the Property to install, construct, maintain, repair, replace and remove the pipeline and other appurtenant structures as part of the Project (the "Installation").

4. CONSTRUCTION. The Installation shall be installed, constructed, maintained, repaired, and replaced in accordance with the plans contained in the Boulder Main Sewer Improvements Bid Set – January 2023 Phase II dated January 25, 2023 (the "Plans"), and the specifications contained in the Project Manual Main Sewer Improvement Project #10264784 dated January 25, 2023 (the "Specs"), or updates to said Plans and the Specs, so long as Boulder County Open Space staff has reviewed and approved said updates. The County's review of the plans is solely for its own benefit and creates no obligation on the County.

- a. The City and the County will provide inspection of all construction, repairs or replacements. Upon completion of construction, the County will inspect the Installation and verify substantial compliance with the Plans and the Specs.
- b. The City agrees that the construction permitted by this Agreement shall proceed with reasonable diligence from the initiation of such construction to its completion. The City agrees to coordinate the construction with the County to the extent possible to minimize any interruption of the County's water supplies, operations or maintenance. The City shall notify the County a minimum of two weeks preceding the date of commencing construction of the Installation by contacting the following County representatives: Darren Beck, telephone number: (303) 678-6230 or email:

[dbeck@bouldercounty.org](mailto:dbeck@bouldercounty.org). The proposed schedule by the City's contractor must be approved by the County prior to commencement of construction.

- c. If construction of the Installation interrupts the County's water supplies for any reason (i.e., the ability to receive the called for or decreed amount of water), the City shall pay as liquidated damages \$2,000 per day for any day that the County has requests for water from shareholders and cannot deliver water to such shareholders as a result of the construction of the Installation.
- d. The City has sole responsibility for obtaining all applicable local, state and federal permits or approvals prior to construction and for compliance with said permits.

5. MAINTENANCE. The Installation as constructed and installed by the City as set forth in the Plans and the Specs shall be the property of the City. The Installation shall at all times be reasonably maintained by the City in a manner that will not create a hazard to the public or to the officials, employees and contractors of the County; will not damage or constitute a threat of damage to the facilities or operations of the Ditch Lateral; or interfere with the operation or maintenance of the Ditch Lateral.

Except in the case of an emergency, in the event that the Installation is not so reasonably maintained by the City, the County shall give notice to the City in writing of such defective or hazardous maintenance; and subject to City Council appropriation, the City shall correct such defect or hazard within ninety days. If proper correction is not made within the ninety-day period provided, then the County and the City shall mutually agree on a schedule of compliance to remedy the defect. Extension of the ninety-day period may be granted by the County.

In the case of an emergency, which is defined as a situation which impacts the ability of the County to deliver water when delivery of such water is being called for, delivered pursuant to decree(s) of the County or under contract obligation or required by the laws of the State of Colorado, or a situation which becomes known to the County presenting an immediate threat to public health or safety, the City shall respond immediately to any reasonable maintenance requests made by the County concerning the Installation. Such requests may be made by telephone, but shall be followed by a written request. If the City fails to respond to an emergency request within twenty-four hours, or if that response fails to allow for the delivery of water as described in this paragraph or to adequately address the threat to public health or safety, then the County may make the necessary repairs. Subject to City Council appropriation, the City shall reimburse the County for the costs that are reasonable and necessary for such repairs.

The City of Boulder, Utilities Department, Attention: Chris Olson, telephone number: (303) 441-3293 and email [olsonc@bouldercolorado.gov](mailto:olsonc@bouldercolorado.gov), shall be the City's designated contact for maintenance related issues and problems. The County's primary designated contact for maintenance related issues and problems shall be Darren Beck, telephone number: (303) 678-6230 or email: [dbeck@bouldercounty.org](mailto:dbeck@bouldercounty.org).

6. WATER LOSS. The City agrees that the construction of the Installation will allow the County to transport water without additional carriage or transit loss of such water than has

historically occurred. In the event the County can demonstrate that the Installation or the construction directly increases the historical carriage or transit loss in the Ditch Lateral, the City agrees to repair the Installation to prevent the additional loss of water.

7. TERM. This Agreement and the covenants herein contained shall be perpetual unless modified by Court order, or a signed written agreement of the parties or their successors in title.

8. ASSIGNMENT. This Agreement or the signed written agreement of the parties or their successors in title shall not be assigned by the City without the prior approval in writing of the County; however, the parties agree that the City may contract with a third party for the design and construction of the Installation. Any assignees or successors to the rights of the City shall be liable and bound under all of the provisions of this instrument to the same extent as the City.

9. RIGHT OF ENTRY. There is reserved to the County, its successors, or assigns, the right to the historical access to and from and use of the Easement in order to construct, operate, maintain, repair, rebuild and replace all existing structures and facilities of the Ditch Lateral, including, but not limited to, headgates, canals, wasteways, laterals, roadways, dams, dikes and pipelines, without any payment made by the County or their successors for such right. The County shall not enlarge or expand its uses in a manner that interferes with the City's structures or is inconsistent with the County's Easement.

10. RESPONSIBILITY. By virtue of entering into this Agreement, the County: (1) assumes no additional responsibilities or obligations related to the Installation, except as may be set forth in this Agreement; and (2) disclaims all liability or responsibility with regard to subsequent easement grants by the City, or with regard to the City's acts or activities within the Easement area; except for damages or injury caused by the negligence or intentional acts of the County, its agents, assigns or employees.

11. NOTICES AND ADDRESSES. Unless otherwise specified herein, any notices or other documents required by this Agreement shall be sent to the following addresses, or such other addresses as the parties may indicate in writing, via email:

**City of Boulder**

c/o Chris Olson, Utilities Department

With copies emailed to: [olsonc@bouldercolorado.gov](mailto:olsonc@bouldercolorado.gov) and [behnampourl@bouldercolorado.gov](mailto:behnampourl@bouldercolorado.gov)

**Boulder County**

c/o Water Resources Manager

Boulder County Parks & Open Space Department  
5201 St. Vrain Road, Longmont, CO 80503

12. WAIVER OF BREACH. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach by any party.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized herein.

14. REMEDIES. This Agreement may be enforced by specific performance, including mandatory injunctive relief and damages, together with reasonable attorney's fees to the prevailing party, except that any action which requires the expenditure of City funds shall be subject to City Council appropriation.

15. NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF GOVERNMENTAL IMMUNITY. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities of the City and County, their officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S. *et seq.*, as amended.

16. SEVERABILITY. The invalidity or unenforceability of any of the provisions of the Agreement shall not affect any other provision of this Agreement which shall thereafter be constructed in all respects as if such invalid or unenforceable provision were omitted.

17. DUPLICATE ORIGINALS; COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original and valid and enforceable against each party.

18. EFFECTIVE DATE. This Agreement shall be effective on the last date it is signed by the parties.

IN WITNESS WHEREOF, the parties have set their hands on the date and year written below.

COUNTY OF BOULDER, a body corporate and politic

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BOULDER

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

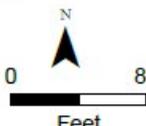
  
\_\_\_\_\_  
City Attorney's Office

Date: 03/30/2023

# EXHIBIT A

## General Location of Existing Walden Ditch and Plans



	<p>EXHIBIT A CITY OF BOULDER MAIN SEWER IMPROVEMENTS PROJECT Walden Ditch Crossing</p>	<p>N 0 85 Feet</p> 
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# EXHIBIT "A"

FND. 2.5" ALUM. CAP  
 LS 27275  
 NE COR. SE1/4, SE1/4, SE1/4  
 SECT. 14

OWNER:  
 COUNTY OF BOULDER  
 ACCT. NO. R0084962  
 REC. NO. 705814

OWNER:  
 COUNTY OF BOULDER  
 ACCT. NO. R0084968  
 REC. NO. 026831

OWNER:  
 COUNTY OF BOULDER  
 ACCT. NO. R0085040  
 REC. NO. 90610322

SE1/4 SEC. 14  
 T1N, R70W, 6TH P.M.  
 BOULDER COUNTY

SW1/4 SEC. 13  
 T1N, R70W, 6TH P.M.  
 BOULDER COUNTY

BASIS OF BEARING  
 E. LINE SE1/4, SE1/4,  
 SE1/4, SECT. 14  
 N00°06'52"W 659.97'

UTILITY EASEMENT  
 AREA=10,988 S.F.±  
 OR 0.252 ACRES±

FND. 2.5" BRASS CAP  
 SE COR. SECT. 14



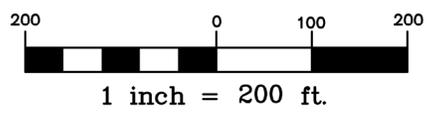
NE1/4 SEC. 23  
 T1N, R70W, 6TH P.M.  
 BOULDER COUNTY

NW1/4 SEC. 24  
 T1N, R70W, 6TH P.M.  
 BOULDER COUNTY

OWNER:  
 STATE OF COLORADO  
 ACCT. NO. R0085037  
 REC. NO. 799195

OWNER:  
 COUNTY OF BOULDER  
 ACCT. NO. R0085040  
 REC. NO. 90610322

NE 1/4, NORTH OF RR



S. LINE  
 REC. NO. 90610322

OWNER:  
 STATE OF COLORADO  
 ACCT. NO. R0085042  
 REC. NO. 799194

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
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- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
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 DATE: 01/17/23  
 SCALE: 1" = 200'

FILE: R13178  
 SHEET: 1 OF 3  
 W/O #:

# UTILITY EASEMENT

# LINE TABLE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S09°50'18"E	167.34'
L2	S73°30'57"E	119.79'
L3	S73°27'33"E	179.31'
L4	S52°49'10"E	175.87'
L5	S43°07'05"E	93.53'
L6	S34°01'36"E	91.98'
L7	S06°14'21"W	144.34'
L8	S09°22'53"W	201.81'
L9	S09°06'01"W	176.36'
L10	S87°56'38"E	15.07'
L11	S02°03'22"W	8.00'
L12	N87°56'38"W	24.12'
L13	N09°06'01"E	185.42'
L14	N09°22'53"E	201.61'
L15	N06°14'21"E	141.19'
L16	N34°01'36"W	88.41'
L17	N43°07'05"W	92.22'
L18	N52°49'10"W	173.73'
L19	N73°27'33"W	177.85'
L20	N73°30'57"W	124.75'

NO.	BEARING	DISTANCE
L21	N09°50'18"W	172.31'
L22	N80°09'42"E	8.00'

# LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, THE SOUTHWEST QUARTER OF SECTION 13 AND THE NORTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS FOUND AT RECEPTION NO. 026831 AND RECEPTION NO. 90610322 FILED IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

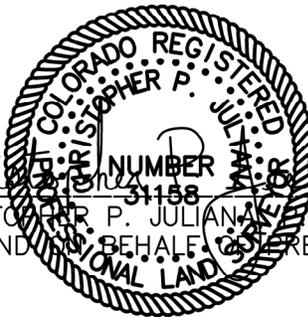
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BEGINNING AT POINT WHICH BEARS S08°53'31"W A DISTANCE OF 289.00 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14;

THENCE S09°50'18"E A DISTANCE OF 167.34 FEET; THENCE S73°30'57"E A DISTANCE OF 119.79 FEET; THENCE S73°27'33"E A DISTANCE OF 179.31 FEET; THENCE S52°49'10"E A DISTANCE OF 175.87 FEET; THENCE S43°07'05"E A DISTANCE OF 93.53 FEET; THENCE S34°01'36"E A DISTANCE OF 91.98 FEET; THENCE S06°14'21"W A DISTANCE OF 144.34 FEET; THENCE S09°22'53"W A DISTANCE OF 201.81 FEET; THENCE S09°06'01"W A DISTANCE OF 176.36 FEET; THENCE S87°56'38"E A DISTANCE OF 15.07 FEET; THENCE S02°03'22"W A DISTANCE OF 8.00 FEET; THENCE N87°56'38"W A DISTANCE OF 24.12 FEET; THENCE N09°06'01"E A DISTANCE OF 185.42 FEET; THENCE N09°22'53"E A DISTANCE OF 201.61 FEET; THENCE N06°14'21"E A DISTANCE OF 141.19 FEET; THENCE N34°01'36"W A DISTANCE OF 88.41 FEET; THENCE N43°07'05"W A DISTANCE OF 92.22 FEET; THENCE N52°49'10"W A DISTANCE OF 173.73 FEET; THENCE N73°27'33"W A DISTANCE OF 177.85 FEET; THENCE N73°30'57"W A DISTANCE OF 124.75 FEET; THENCE N09°50'18"W A DISTANCE OF 172.31 FEET; THENCE N80°09'42"E A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING, WHENCE SAID SOUTHEAST CORNER BEARS S07°00'08"E A DISTANCE OF 377.25 FEET.

SAID PARCEL CONTAINS 10,988 SQUARE FEET OR 0.252 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



*Christopher P. Julianak*  
 NUMBER 31158 DATE 01/17/23  
 CHRISTOPHER P. JULIANAK, L.S. 31158  
 FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



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