



## Parks & Open Space

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

### BOCC BUSINESS MEETING

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**TO:** Board of County Commissioners  
**FROM:** Don Durso, Land Officer  
**FOR:** BOCC Business Meeting, 9:30 a.m., Tuesday, June 11, 2024  
**RE:** Hall Ranch-2024 Longmont Access Easement  
**MEMO DATE:** June 6, 2024

*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**

The City of Longmont has had an access easement over Hall Ranch to reach its Button Rock Preserve since 1966. The building of the Antelope Trail by the county in 2002 and the 2013 Flood rendered a portion of the access easement inaccessible by typical vehicles. Boulder County and the City of Longmont wish to relocate a portion of the easement to give Longmont practical access to the city's Button Rock Preserve. Staff supports this request.

#### **Background Information**

An existing access easement was granted by court order in 1966 to allow the City of Longmont access to its Button Rock Preserve over Hall Ranch open space (prior to it becoming county property). In 2002, the county built the Antelope Trail on portions of the entry segment of the city's easement, and in doing so, narrowed and eliminated the old road in places to create a single-track hiking, biking, and equestrian trail. This work rendered vehicular access to the city's easement impractical and undesirable. The city did not object because the county allowed Longmont access to its easement via the county's maintenance road into Hall Ranch. The 2013 Flood further destroyed portions of the city's access route, but the alternative entry route via the maintenance road was still workable.

The City of Longmont requests that the county dedicate a new easement along the currently used access road that it has been using in exchange for vacating a portion of the 1966 access route it can no longer use. Maps at the end of this memo illustrate how the alternative route ties into Longmont's access easement and replaces the old non-functioning entry route.

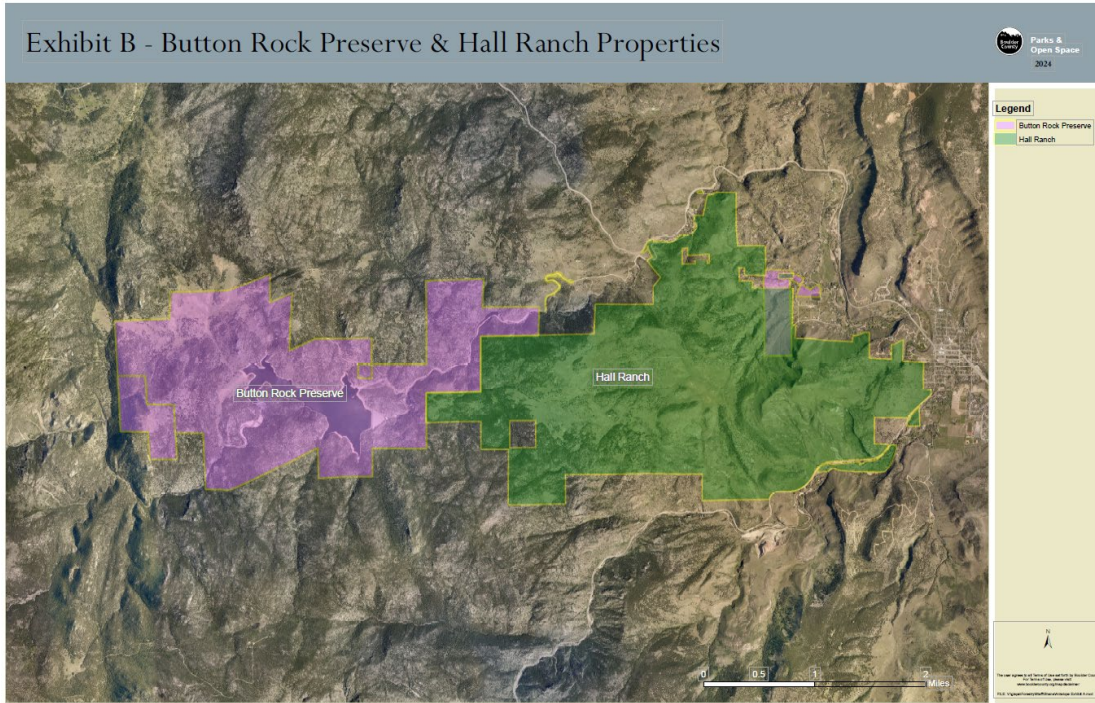
#### **Staff Recommendation**

Staff recommends approval of this exchange because a portion of the City of Longmont's existing access easement is unusable by typical vehicles to access the city's property, and improvements to the old entry route to re-establish vehicular use of this access would cause damage to county trails and natural resources in the vicinity. Granting Longmont an easement for the alternative entry route that is already being used by Longmont as well as by county staff for maintenance purposes would not damage county open space.

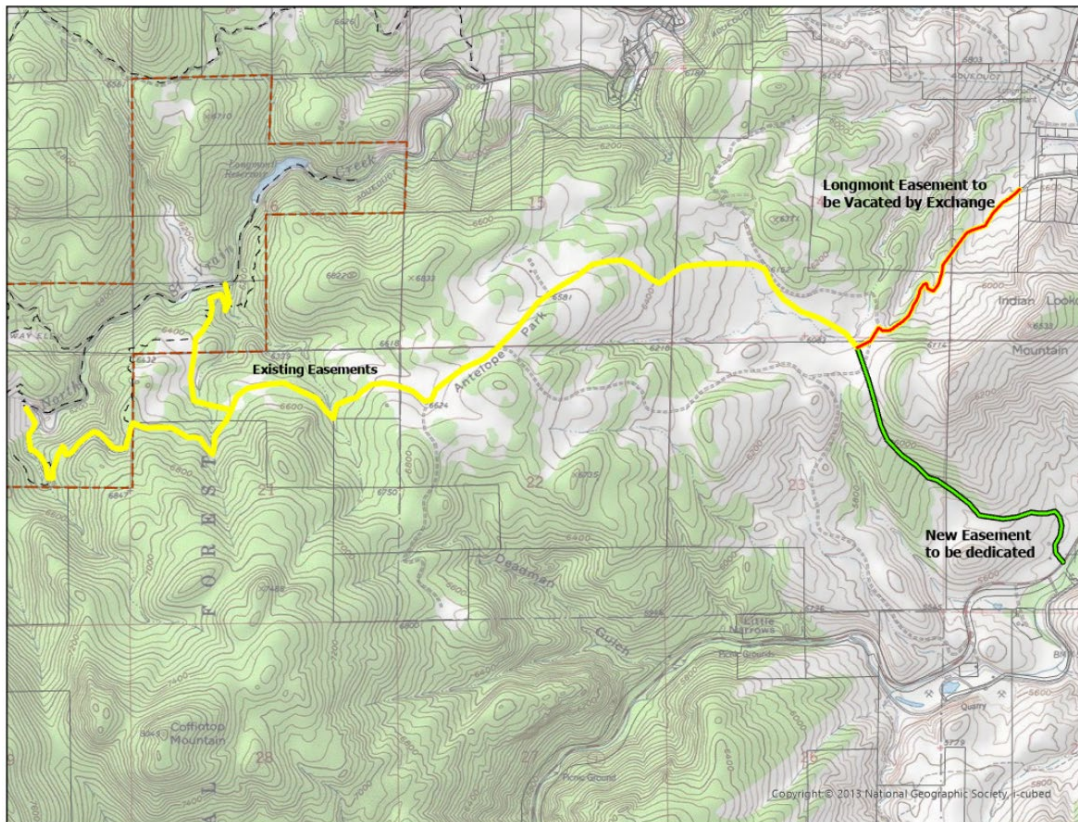
**BOCC Action Requested**

Approve the request as described above.

### Vicinity Map:



### Map of Easements to be Exchanged:



End of Staff Memo to BOCC

Following pages are documents for signature

## ACCESS EASEMENT AGREEMENT

This Access Easement (“Easement”) is granted this \_\_\_\_ day of \_\_\_\_\_, 2024, by the **County of Boulder**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 (“Grantor”) to the **City of Longmont**, a Colorado home rule municipality, whose legal address is 350 Kimbark Street, Longmont, CO 80501 (“Grantee”).

### RECITALS

- A. Grantor owns the property known as the Hall Ranch Open Space property, generally depicted on Exhibit A (“Grantor’s Property”).
- B. Grantee owns the property to the west of Grantor’s Property known as Button Rock Preserve (“Grantee’s Property”) and generally depicted on Exhibit A. Grantee has an access easement over Grantor’s Property that provides access across Grantor’s Property to Grantee’s Property (“Existing Access Easement”), which is generally depicted on Exhibit B.
- C. While Grantee has the Existing Access Easement to access Grantee’s Property, a portion of the Existing Access Easement, as shown by the red line on Exhibit B, has not been used for a number of years due to the route being damaged and rebuilt as the Antelope Trail at Hall Ranch.
- D. Because a portion of the Existing Access Easement is unusable by typical open space vehicles to access Grantee’s Property, and such access would cause damage to Grantor’s trails and natural resources in the vicinity, Grantor desires to grant to Grantee an alternative non-exclusive right of access over and across Grantor’s Property to Grantee’s Property (“New Access Easement”) subject to the conditions contained in this instrument, and as shown by the green line on Exhibit B.
- E. In exchange for granting the New Access Easement described above, Grantee, Longmont City Council, has vacated the portion of the Existing Access Easement encumbering the area designated as “Longmont Easement to be Vacated by Exchange” as shown on Exhibit B across Grantor’s Property.

### GRANT OF EASEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and 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 New Easement. Grantor hereby grants and conveys to Grantee a non-exclusive access easement (“New Access Easement”) along the route generally depicted in Exhibit

B, over and across Grantor's Property to Grantee's Property for the purposes set forth in Paragraph 2.

2. Purpose. The New Access Easement may be used by Grantee and its agents, assigns, and invitees to access Grantee's Property via motorized vehicle, foot, or any other means desired, but Grantee may not grant general access to the public. Grantee shall not use the New Access Easement for any other uses without an amendment of this New Access Easement or the express written consent of Grantor.

3. Repair, Improvements and Maintenance of New Access Easement. Grantee may, but is under no obligation to, repair, improve, and maintain the road over and across the New Access Easement, provided that Grantee shall not pave, widen, or otherwise create an impermeable surface over any portion of the New Access Easement. Grantee shall be responsible for all costs of any repairs or maintenance that Grantee chooses to undertake for its use of the New Access Easement. Grantee shall have no obligation to maintain the road over and across the New Access Easement unless Grantee has caused damage that interferes with Grantor's ability to use the road to access Grantor's Property. To the extent such damage exists, Grantee shall restore the ground surface as near as practical to its original condition.

4. Release of Existing Access Easement. Grantee has vacated the portion of the Existing Access Easement encumbering the area designated as "Longmont Easement to be Vacated by Exchange" as shown on Exhibit B across Grantor's Property. The Existing Access Easement was granted by court order in Civil Action No. 19869 on May 27<sup>th</sup>, 1966, the order for which is attached hereto as Exhibit C.

5. Grantor's Reserved Rights. Grantor reserves the right to use and occupy the New Access Easement for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger Grantee's use of the New Access Easement. Grantee's use of the New Access Easement shall be non-exclusive, and Grantee shall have no rights to use any portion of Grantor's Property except the New Access Easement and only as permitted herein.

6. Interference with Access Easement Area. Grantor shall not construct or allow the construction of any new building, structure, or other improvement, such as any fence, gate, or ground utility connections or appurtenances on, over, under, or across the Access Easement area, or take any other action which would impair or modify the Access Easement area, without obtaining written permission of the Grantee, which permission shall not be unreasonably withheld. In the event that the Grantee's written permission is not obtained, the Grantee shall be permitted to immediately remove or relocate, without any liability for damages and at the sole expense of Grantor, any obstruction that interferes with or impairs the Grantee's rights hereunder.

7. Grantor's Right to Alter the Easement. If, at some point in the future, Grantor desires to alter the route of the access route from South St. Vrain Creek across the Hall Ranch Open Space property to Grantee's Button Rock Preserve, Grantor may substitute an alternative

route for Grantee's access that provides equivalent access to Grantee from South St. Vrain Creek to the City's Button Rock Preserve, upon written agreement of the Parties, which agreement will not be unreasonably withheld.

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

9. Covenant Running with the Land. This New Access Easement shall run with and burden the land, be binding upon all future owners of the land, and shall inure to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

10. 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: David Bell  
Pryce Hadley  
7 S. Sunset St.  
Longmont, CO 80501

Ken Huson  
375 Airport Rd  
Longmont, CO 80503

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

11. Severability. If any provisions of this New Access Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this New Access 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.

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

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

14. Counterparts. This New Access 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.

15. Recording. This New Access Easement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado, by the Grantor.

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

17. Encumbrances. Grantee acknowledges this New Access Easement is subject to all prior recorded encumbrances of Grantor's property.

18. Fair Meaning. The provisions of this Easement Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.

19. Third-Party Beneficiaries. None of the terms or conditions in this Easement Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Grantee or the Grantor receiving services or benefits under this Easement Agreement shall be only an incidental beneficiary.

20. Law. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

[Remainder of page intentionally left blank]



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

GRANTOR:

COUNTY OF BOULDER,  
a body corporate and politic

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

Printed Name:

Title:  
of the Board of County Commissioners

State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024  
by \_\_\_\_\_, of the Board of County Commissioners of  
Boulder County, Colorado.

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

NOTARY  
SEAL

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

GRANTEE:

CITY OF LONGMONT,  
a Colorado Home Rule Municipality

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State of Colorado  
County of Boulder

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2024 by \_\_\_\_\_.

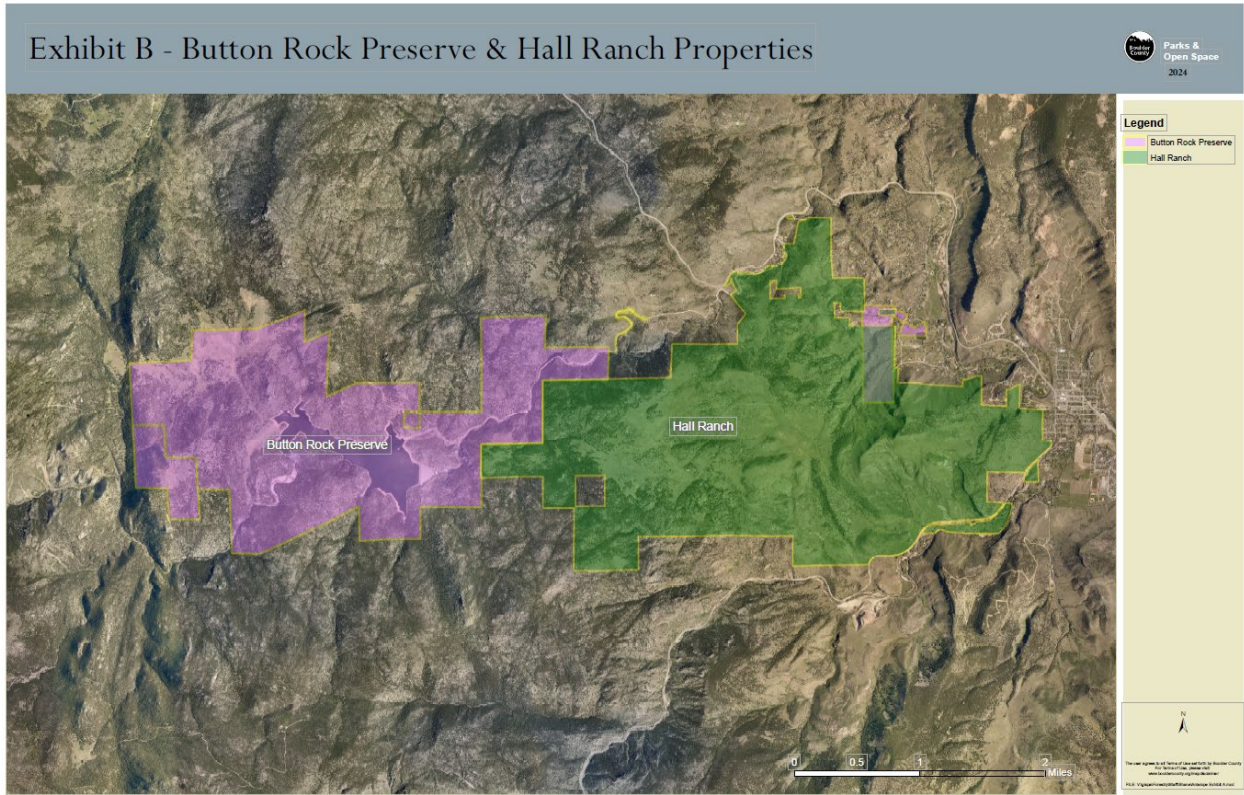
\_\_\_\_\_  
(Notary official signature)

NOTARY  
SEAL

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

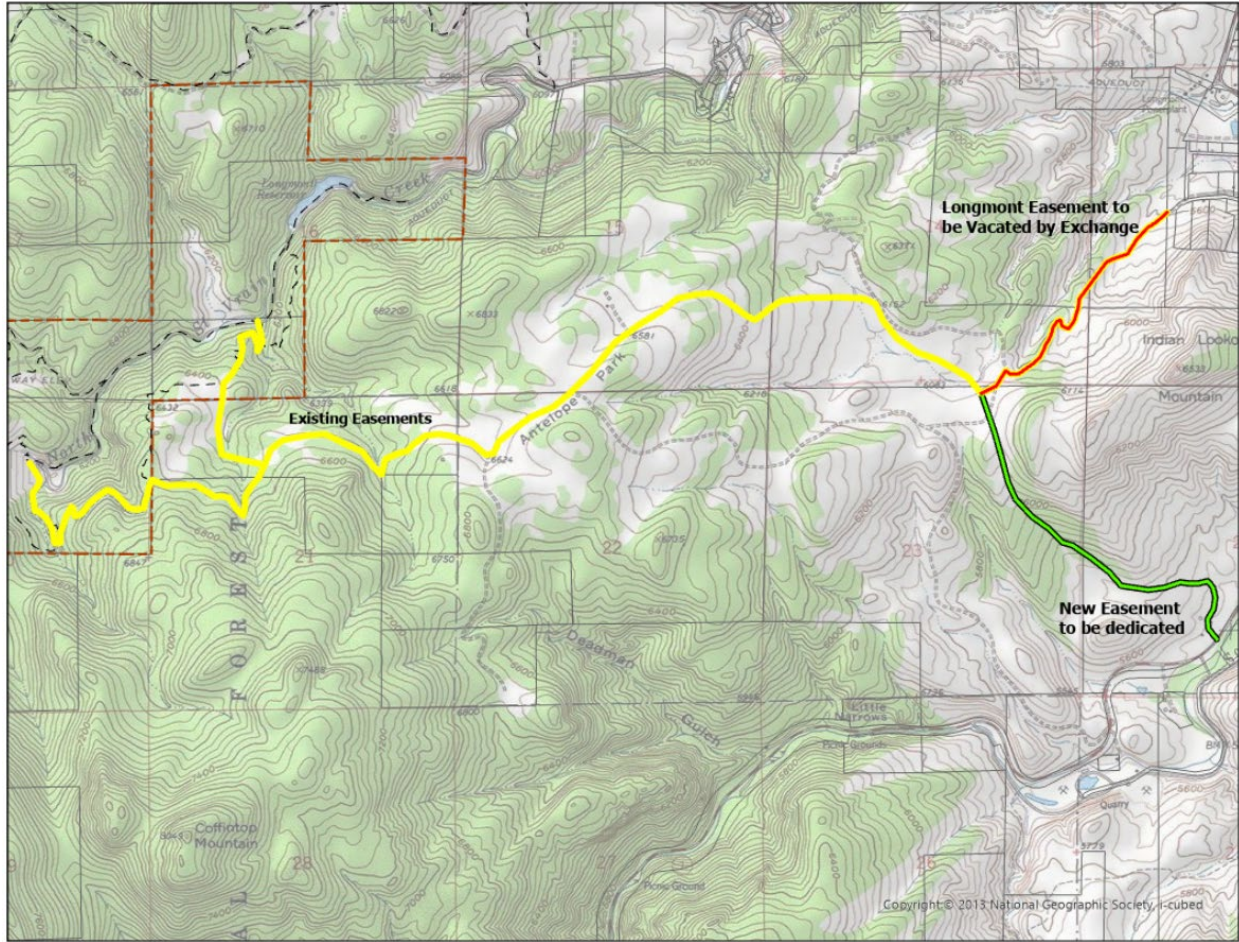
## EXHIBIT A

### Map of Grantor and Grantee Properties



## **EXHIBIT B**

### Map of Easements To Be Exchanged



**EXHIBIT C**

Civil Action No. 19869

IN THE DISTRICT COURT IN AND FOR THE  
COUNTY OF BOULDER AND STATE  
OF COLORADO  
Civil Action No. 19869

CITY OF LONGMONT, COLORADO,	)	
a Municipal Corporation,	)	
	)	
Petitioner,	)	
	)	ORDER RE ACCESS
vs	)	AND POSSESSION
	)	
ST. VRAIN RANCH ASSOCIATION,	)	
a Colorado Corporation, et al.,	)	
	)	
Respondents.	)	

THIS MATTER came on regularly on May 3, 1966, for hearing upon the application and request of the petitioner, the City of Longmont, for an Order authorizing it to take immediate possession of the real estate and property hereinafter described, pursuant to the allegations of the petition and the notice of hearing given by the petitioner.

The Court heard and considered the testimony of the witnesses and the other evidence adduced respecting the following:

- a. The necessity for taking of said property by the City of Longmont;
- b. The adequacy of the negotiations which had been conducted between the parties for the purchase of said property to establish that the compensation to be paid cannot be agreed upon between the parties;
- c. The need of the petitioner for immediate possession of said property, and

d. The amount the petitioner shall be required to pay or deposit pending the ascertainment of compensation to be paid to the respondents for the taking of said property.

The Court finds that the City of Longmont established its need for said land, that the compensation to be paid for in respect of property sought to be taken cannot be agreed upon by the parties, that the City of Longmont has demonstrated the necessity for the immediate right to go on to the property of the respondents for the purpose of continuing its tests and furthering the matters that it has been carrying on by reason of the cooperation of the respondent association, that the City of Longmont does not have immediate need for blasting operations, that blasting operations would be dangerous to the person and property of the members of the Association, that the reasonable needs of the respective parties require that possession of the property should be taken in two stages, thus recognizing the reasonable needs of all parties, that the amount necessary to deposit into the registry of the Court for limited access and use of the premises as hereinafter ordered is \$50,000.00, and that the amount to be deposited on complete possession is \$300,000.00.

IT IS THEREFORE ADJUDGED AND DECREED that the City of Longmont shall have immediate possession of the following described real estate and property:

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Seventeen (17); the South Half of the South Half (S $\frac{1}{2}$ S $\frac{1}{2}$ ) (also described as the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ ), the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ), and Lot Four (4))

Section Eighteen (18); the North Half of the North Half ( $N\frac{1}{2}N\frac{1}{2}$ ) (also described as the North Half of the Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ), Northeast Quarter of the Northwest Quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ) and Lot One (1)) Section Nineteen (19); the Northeast Quarter ( $NE\frac{1}{4}$ ), the North Half of the Northwest Quarter ( $N\frac{1}{2}NW\frac{1}{4}$ ), the Southeast Quarter of the Northwest Quarter ( $SE\frac{1}{4}NW\frac{1}{4}$ ) Section Twenty (20); Township Three (3) North, Range Seventy-one (71) West of the Sixth Principal Meridian; the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}SE\frac{1}{4}$ ) of Section Thirteen (13), the East Half of the Southeast Quarter ( $E\frac{1}{2}SE\frac{1}{4}$ ) of Section Fourteen (14); the Northeast Quarter of the Northeast Quarter ( $NE\frac{1}{4}NE\frac{1}{4}$ ) Section Twenty-four (24), Township Three (3) North, Range Seventy-two (72) West of the Sixth Principal Meridian; the South Half of the Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ) of Section Eighteen (18) is also described as the North Half ( $N\frac{1}{2}$ ) of Tract Thirty-nine (39), and the North Half of the Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ) of Section Nineteen (19) is also described as the South Half ( $S\frac{1}{2}$ ) of Tract Thirty-nine (39), Township Three (3) North, Range Seventy-one (71) West of the Sixth Principal Meridian. Dependent re-survey Township Three (3) North, Range Seventy-one (71) West of the Sixth Principal Meridian, together with the right of access thereto as exercised and used by the respondents.

in two stages as follows:

The first stage, consisting of complete and unlimited access to the property for the purpose of continuing petitioner's testing, shall commence on May 3, 1966. During the first stage the petitioner shall be entitled to dig the deep pits, rip underlying rocks and strata, dig gravel pits for the exploration as shown on Petitioner's Exhibit W, and for other general purposes relating to developing the plans and specifications for a proposed dam, which can be carried out without any unusual danger to the members of the Association who may be on the grounds and may be occupying their cabins or cottages.

It is specifically directed that it may not under the first phase engage in blasting operations, but the petitioner

shall have unlimited access for testing and all the above-mentioned activities, except blasting.

During this first stage, the respondents shall have exclusive possession of the cabins and buildings and of the lands hereinabove described subject only to the rights hereinabove granted to the petitioner.

The second stage of petitioner's right to possession shall commence on July 18, 1966, at 9:00 o'clock A.M. after which time the petitioner shall have full and complete possession and use of the land, and of all of the cabins and improvements. All personal property and belongings of respondents shall be removed from the premises prior to 9:00 o'clock A.M. on July 18, 1966.

The petitioner shall deposit in the registry of this Court, pending final ascertainment of the compensation to be paid to the respondents for the land, cabins and improvements, the sum of \$350,000.00 in two payments. Petitioner shall deposit immediately in the registry of the Court the sum of \$50,000.00 and shall further deposit the sum of \$300,000.00 before July 18, 1966.

~~The stipulation originally filed in Case No. 19475 and ordered to be a part of the file in this cause on April 5, 1966, is hereby declared terminated by its own terms.~~

In accordance with the foregoing provisions, the petitioner and its contractors, agents, servants and employees may have access to and use said property and after 9:00 o'clock A.M. on July 18, 1966, may possess and use said real estate and property as against said respondents and its or their successors, assigns, heirs, devisees, and personal representatives,



and each of them, and all persons whomsoever claiming any right, title or interest in and to said real estate and property, by, through, or under said respondents, all during the pendency of and until the final conclusion of this proceeding.

Entered in open Court as of the 3rd day of May, 1966.

Dated this 27<sup>th</sup> day of May, 1966.

BY THE COURT:

Howard O. Ashton  
Howard O. Ashton, Judge

APPROVED AS TO FORM:

MILLER & RYLE

By Ward Miller  
Attorneys for Petitioner.

WOOD, RIS & HAMES

By Wm. K. Rice  
Attorneys for all Respondents except Dale M. Atkins and William O. Place.

HINDRY, ERICKSON & MEYER

By William M. Sims  
Attorneys for Respondent Dale M. Atkins.

ATTEST: TRUE COPY:  
Dated July 5 1966  
Chas. E. ...  
Clerk of District Court  
Boulder County, Colorado  
By ...  
Deputy