



Parks & Open Space

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 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, October 15, 2024
RE: Ruth Roberts Park-2024 Broomfield Trail Easement Amendment
MEMO DATE: October 10, 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

Boulder County and the City and County of Broomfield (“Broomfield”) jointly propose amending the 2005 trail easement over the southeast corner of the Ruth Roberts open space property to clearly define the area that Broomfield is managing for trail use and erosion control. The trail lies northwest of the intersection of West 136th Avenue/Kohl Street and Powderhorn Trail in Broomfield (see vicinity map on page 2 of this memo). Staff recommends approval because the amendment benefits the county’s Ruth Roberts open space Property.

Background Information

In 2005, Boulder County granted a permanent trail easement (the “Easement”) to Broomfield over the southeast corner of the Ruth Roberts open space property to construct and maintain a public trail shown on the maps at the end of this memo. The Easement allowed for a trail corridor for the construction and maintenance of the Lake Link Trail (the “Trail”) which Broomfield built at its expense in 2006 and maintains. The Easement acknowledged that there was erosion threatening the Trail and required Broomfield to mitigate the erosion when it came within 20 feet of the Trail.

Broomfield approached the county 2022 to begin the process of repairing the erosion, and the project was designed and built in 2023 and early 2024 with input from county staff. The constructed improvements necessarily encompass an area beyond the trail corridor itself, as shown on the attached map. Therefore, a larger easement area is necessary to allow Broomfield access to maintain the new improvements (see diagram on page 4 of this memo). Broomfield and the county have agreed upon the terms of an amended easement, which is the subject of this request. In addition, the easement language about the width of the trail corridor needs to be refined and the easement exhibits need to be updated.

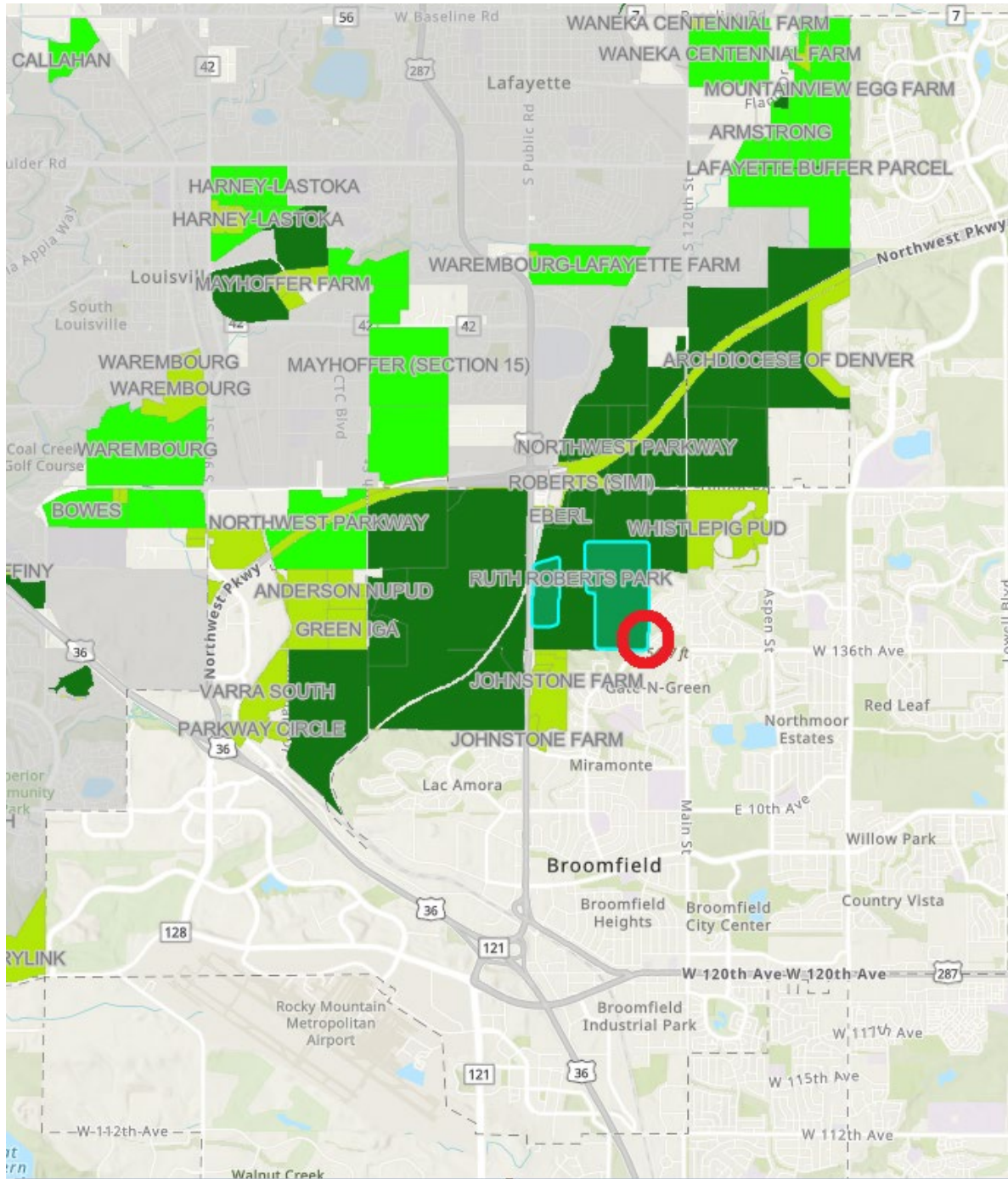
Staff Recommendation

Staff recommends approval of this amended and restated trail easement to expand the easement area to allow Broomfield to continue its obligation to maintain the existing trail and the recently installed drainage improvements.

BOCC Action Requested

Approve the request as described above.

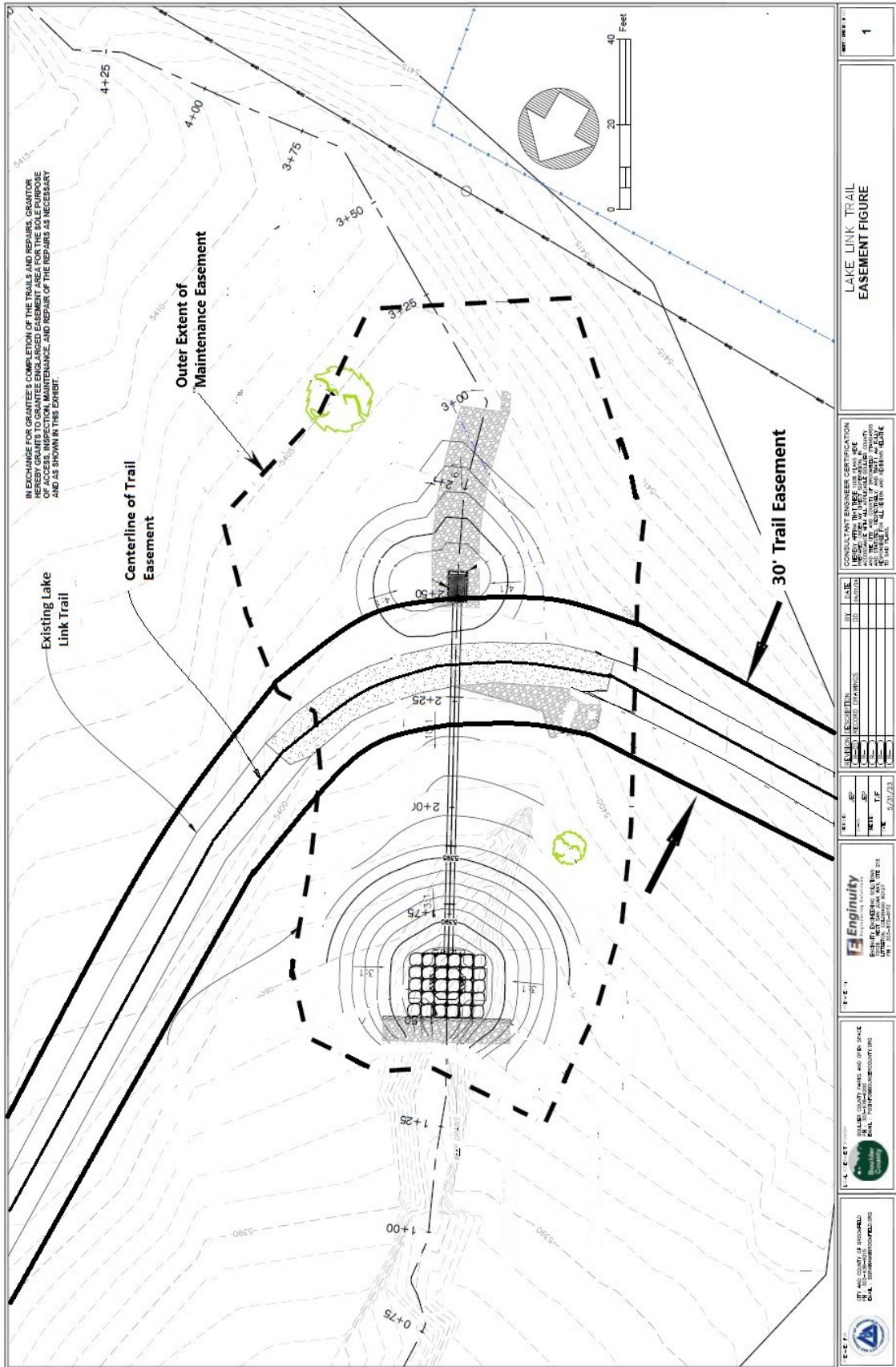
Vicinity Map



Original Easement Dedicated in 2005 with Annotations Showing Erosion Area



New Easement Areas



<p>E-C-1</p> <p>CITY AND COUNTY OF BROWARD PLANNING AND DEVELOPMENT DEPARTMENT</p>		<p>E-C-1</p> <p>5/29/23</p>	<p>E-C-1</p> <p>DATE: 5/29/23 BY: [Signature] JOB: [Blank] SHEET: [Blank]</p>	<p>E-C-1</p> <p>CONSULTANT ENGINEER CERTIFICATION I, [Signature], LICENSE NO. [Blank], REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT I AM THE DESIGNER OF THE PROJECT SHOWN ON THIS PLAN AND THAT I AM A MEMBER IN GOOD STANDING OF THE PROFESSIONAL ENGINEERING SOCIETY OF FLORIDA.</p>	<p>E-C-1</p> <p>LAKE LINK TRAIL EASEMENT FIGURE</p> <p>1</p>
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End of Staff Memo to BOCC

Following pages are documents for signature

AMENDED AND RESTATED PERMANENT TRAIL EASEMENT

This Amended and Restated Permanent Trail Easement (the "Easement") is made this ____ day of _____, 2024, by and between County of Boulder, a body corporate and politic ("Grantor") and the City and County of Broomfield, a Colorado municipal corporation and county ("Grantee") (collectively the "Parties").

- A. Grantor owns the real property legally described on Exhibit A, attached hereto and by this reference made a part hereof ("Grantor's Property").
- B. The Grantor previously granted a Permanent Trail Easement over the Grantor's Property (the "Original Trail Easement") to the Grantee on September 27, 2005, which is recorded in the real estate records of Boulder County, Colorado, at Reception Number 2725168, which allowed for the construction and maintenance of the Lake Link Trail ("Trail").
- C. The Original Trail Easement required that the Grantee repair the erosion along the drainage from the southeast corner of the Trail when the erosion moved to within 20 feet of the centerline of the Trail as built.
- D. Grantee has repaired the erosion to Grantor's satisfaction by installing drainage improvements (the "Drainage Improvements") which are outside of the Original Trail Easement's area.
- E. The Parties desire to amend the Original Trail Easement to define the width of the trail easement and to allow Grantee to maintain the Trail and the Drainage Improvements.
- F. This Amended and Restated Easement shall supersede and replace in its entirety the Original Trail Easement, except that the effective date of the Original Trail Easement shall remain in full force and effect.

NOW, THEREFORE, in consideration of 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 easements described below:

- I. Grant of Trail Easement.
Grantor hereby grants and conveys to Grantee a non-exclusive trail easement that is 15 feet wide on each side of the Trail centerline as legally described on Exhibit B-1 and generally depicted on Exhibit B-2, both of which are attached hereto and by this reference incorporated herein (the "Trail Corridor"). The Trail Corridor is shown on the map attached hereto as Exhibit C and by this reference incorporated herein. The Trail Corridor shall be used by Grantee for maintenance of the Trail.

2. Grant of Maintenance Easement

Grantor hereby grants and conveys to Grantee an easement for access, inspection, maintenance and repair of the Drainage Improvements as indicated by the area labeled as "Outer Extent of Maintenance Easement" as shown on the map attached hereto as Exhibit C. This area shall not be open to the public.

3. Use of the Trail. Public use of the Trail shall be subject to all of Grantee's existing and future rules and regulations governing passive recreational uses of open space. Passive recreational uses shall be defined as pedestrian uses, bicycle riding, and other non-motorized uses. Grantor shall have the right to require Grantee to prohibit any activities that Grantor, in his reasonable discretion, believes pose a threat to safety of the public or damage to the open space resources of the Trail Corridor. Grantee shall be responsible for responding to public concerns and enforcement of Grantee's rules and regulations on the Trail Corridor.

4. Maintenance. Grantee shall be responsible for all maintenance of the Trail and Trail Corridor, which shall include maintaining the surface of the Trail in a safe condition and weed control on the Trail and within the Trail Corridor on a regular basis. Grantee shall have the right to access the Trail and Trail Corridor by motorized vehicles for emergency access and maintenance of the Trail and Trail Corridor, including, but not limited to, mowing. The Grantee shall also be responsible for maintenance of the Drainage Improvements and shall have access to the Outer Extent of Maintenance Easement for the sole purpose of access, inspection, maintenance, and repair of the Drainage Improvements as necessary. Grantee will notify Grantor of any necessary repairs or construction activities beyond routine maintenance and shall be responsible for any repairs or revegetation necessary caused during access, maintenance, and repair activities.

5. Fencing. Grantee shall be solely responsible for fencing the Trail Corridor and Drainage Improvements if, in Grantor's sole discretion, fencing is necessary to contain trail users to the Trail Corridor or to exclude livestock from the Trail Corridor. If Grantor determines that fencing is necessary, Grantor and Grantee shall mutually agree to the type and location of the fencing. Grantee shall bear the cost of installation and maintenance of any required fence.

6. Signage. Grantee may place signs on the Trail Corridor to identify the Trail and to notify the public of Grantee's rules and regulations.

7. Governmental Immunity. Neither party in any way waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S., §§ 24-10-101, et seq., as currently enacted or subsequently amended.

8. 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, his employees, agents, guests or invitees, the cost of any restoration of Grantor's Property shall be borne by Grantee.

9. 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.

10. Public Safety. Grantee shall provide Grantor with detailed written work plans at least thirty (30) days before work begins. Grantee shall then incorporate into its plans any guidance from Grantor regarding how the work will be done and to ensure public safety, including but not limited to temporarily closing the Trail if Grantor so requests. Prior to commencing any work authorized by this Easement within the Trail Corridor. Grantee shall erect signs notifying the public of the impending work and whether or not the Trail will remain open for public use. If the Trail will remain open for public use, Grantee shall erect caution signs and markings in areas used by the public to ensure the public has a safe and visually clear corridor to pass through any work area, free of any obstacles related to Grantee's work. If the corridor will have potentially unsafe areas or obstructions. Grantee shall have staff in place during public use hours (not just during work hours) to guide the public through safely.

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:

City and County of Broomfield
Attn: City and County Manager
One DesCombes Drive
Broomfield, CO 80020

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]

Executed this ___ day of _____, 2024.

GRANTOR:

The 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:

The City and County of Broomfield, a Colorado municipal corporation and county

By: Jennifer Hoffman
Jennifer Hoffman, City and County Manager

State of Colorado
 County of Broomfield

The foregoing instrument was acknowledged before me this 29th day of August, 2024, by Jennifer Hoffman as City and County Manager for the City and County of Broomfield, Colorado.

[Signature]
 (Notary official signature)

08/24/2026
 (Commission expiration)

ASHANDRA CORMAN
 Notary Public
 State of Colorado
 Notary ID # 20224033197
 My Commission Expires 08-24-2026

Approved as to form:

Kourtney Hartmann

City and County Attorney's Office

Exhibit A

Legal Description of Grantor's Property

Parcel 3: A parcel of land located in the Southeast one-quarter of Section 23, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Section 23, whence the South one-quarter corner of said Section bears North 89 degrees 54' 18" West, a distance of 2622.64 feet, forming the basis of bearings for this description; thence along the South line of the Southeast one-quarter of said Section North 89 degrees 54' 18" West a distance of 1311.32 feet to the True Point of Beginning, said point being the Southeast corner of the Southwest one-quarter of the Southeast one-quarter of said Section 23; thence along the South line of said Southwest one-quarter of the Southeast one-quarter North 89 degrees 54' 18" West a distance of 822.78 feet; thence North 00 degrees 18' 19" West a distance of 1882.45 feet; thence South 89 degrees 44' 19" East a distance of 844.44 feet; thence along the East line of the West one-half of the Southeast one-quarter of said Section 23, South 00 degrees 21' 15" West a distance of 1879.97 feet to the True Point of Beginning.

Exhibit B-1

Legal Description of the Trail Centerline

Centerline Trail Description

Sheet 1 of 2

A proposed walking and bike trail located in the Southeast Quarter of Section 23, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, the centerline of which is more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23; thence South 89°57'18" West a distance of 640.87 feet along the South line of said Southeast Quarter of Section 23 to the POINT OF BEGINNING; thence along the arc of a non-tangent curve to the left a distance of 9.40 feet, said curve having a radius of 300.00 feet, a central angle of 01°47'45", and being subtended by a chord which bears North 55°37'17" East a distance of 9.40 feet; thence North 54°22'07" East a distance of 0.50 feet to a tangent curve to the right; thence along the arc of said tangent curve a distance of 175.49 feet, said curve having a radius of 300.00 feet, a central angle of 33°30'57", and being subtended by a chord which bears North 71°07'36" East a distance of 173.00 feet; thence North 87°53'04" East a distance of 62.21 feet to a tangent curve to the left; thence along the arc of said tangent curve a distance of 108.77 feet, said curve having a radius of 65.00 feet, a central angle of 95°52'37", and being subtended by a chord which bears North 39°56'46" East a distance of 96.52 feet; thence North 07°59'33" West a distance of 54.20 feet to a tangent curve to the right; thence along the arc of said tangent curve a distance of 369.88 feet, said curve having a radius of 275.00 feet, a central angle of 77°03'49", and being subtended by a chord which bears North 30°32'22" East a distance of 342.62 feet; thence North 69°04'16" East a distance of 66.98 feet to a tangent curve to the left; thence along the arc of said tangent curve a distance of 169.03 feet, said curve having a radius of 185.00 feet, a central angle of 52°20'55", and being subtended by a chord which bears North 42°53'49" East a distance of 163.21 feet; thence North 16°43'21" East a distance of 22.26 feet to a point on the East line of said Southeast Quarter of Section 23 and the POINT OF TERMINUS.

I, John B. Guyton, a licensed Land Surveyor in the State of Colorado, do hereby state for and on behalf of Flatirons, Inc. that this centerline trail description and the attached exhibit, being made a part hereof, are accurate to the best of my knowledge, information and belief.


John B. Guyton
Colorado P.L.S. #16406
President, Flatirons, Inc.


Job No. 05-47,607

Centerline Trail Description

Sheet 2 of 2

A proposed walking and bike trail located in the Southeast Quarter of Section 23, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, the centerline of which is more particularly described as follows:

BASIS OF BEARINGS: The South line of Section 23 is assumed to bear South 89°57'18" West with all bearings shown herein relative thereto.

BEGINNING at a point whence the Southeast corner of Section 23 bears South 26°18'47" East a distance of 514.38 feet; thence North 72°41'16" East a distance of 40.01 feet; thence North 87°54'07" East a distance of 32.23 feet; thence South 89°48'04" East a distance of 52.14 feet; thence North 85°32'43" East a distance of 38.37 feet; thence North 76°48'44" East a distance of 20.44 feet; thence South 76°52'29" East a distance of 20.29 feet; thence South 87°57'05" East a distance of 28.85 feet to a point on the East line of the Southeast Quarter of said Section 23 and the **POINT OF TERMINUS**.

I, John B. Guyton, a licensed Land Surveyor in the State of Colorado, do hereby state for and on behalf of Flatirons, Inc. that this centerline trail description and the attached exhibit, being made a part hereof, are accurate to the best of my knowledge, information and belief.

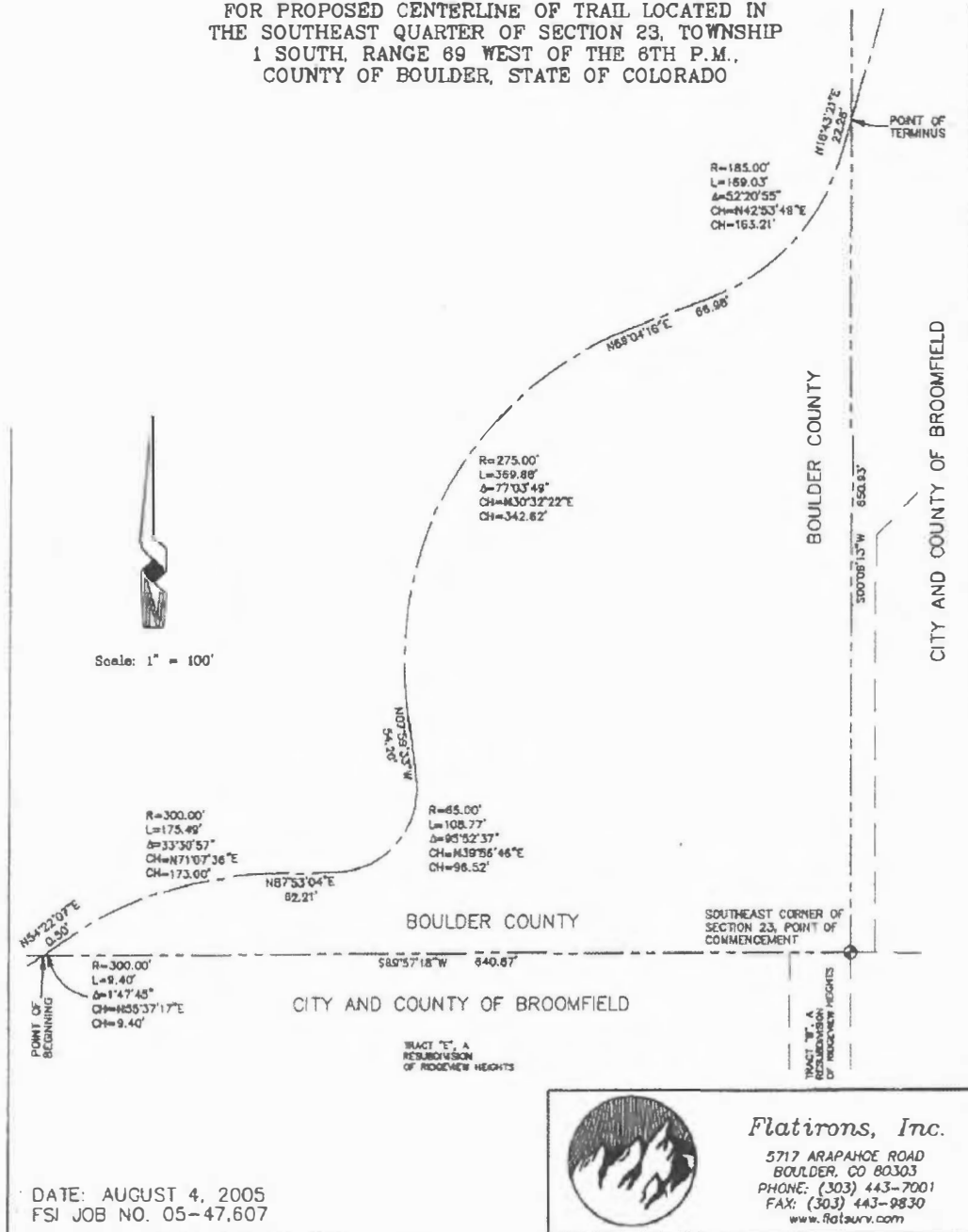


12/1/05
 John B. Guyton Date
 Colorado P.L.S. #16406 FSI Job No. 05-47,607
 President, Flatirons, Inc.

Exhibit B-2

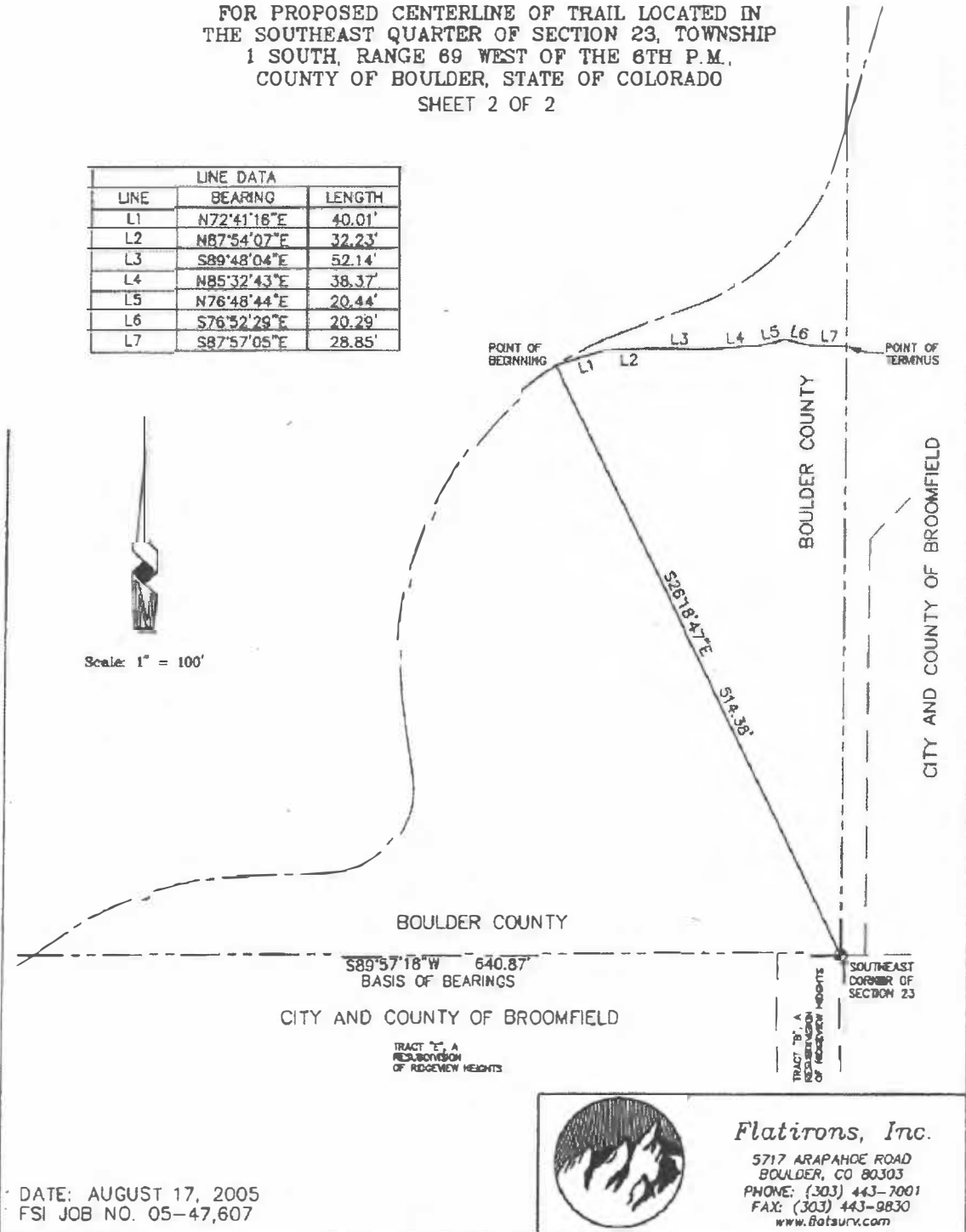
Depiction of the Trail Centerline

FOR PROPOSED CENTERLINE OF TRAIL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO



FOR PROPOSED CENTERLINE OF TRAIL LOCATED IN
 THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP
 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 2 OF 2

LINE DATA		
LINE	BEARING	LENGTH
L1	N72°41'18"E	40.01'
L2	N87°54'07"E	32.23'
L3	S89°48'04"E	52.14'
L4	N85°32'43"E	38.37'
L5	N76°48'44"E	20.44'
L6	S76°52'29"E	20.29'
L7	S87°57'05"E	28.85'



DATE: AUGUST 17, 2005
 FSI JOB NO. 05-47,607



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