




STANDARD

Contract Routing Cover Sheet

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20230120-9896		
Originating Dept	Planning & Development Services		
Contact Person	Shabnam Bista	Phone Number	3473933060
Project Manager / Contract Administrator	Shabnam Bista	E-mail	bistas@bouldercolorado.gov
Counter Parties	City of Boulder and Boulder Valley School District No. RE-2		
Contract Title / Type	Annexation Agreement		
Number	LUR2021-00032 LUR2021-00032		
Description	Annexation agreement for BVSD property on 6500 Arapahoe		
Special Instructions	Please sign as follows: - City Manager Sign Page 9 (page 10 of PDF) - City Clerk Attest Page 9 (page 10 of PDF) - CAO Sign to Form and date Page 9 (page 10 of PDF) Return to Shabnam Bista for recording.		
Amount		Expense Type	

• Dept. Head Signature 

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____
- CAO HP _____
- City Manager _____
- Central Records _____

For Administrative Use Only

Grantor: City of Boulder and Boulder Valley School District No. RE-2
Grantee: Boulder Valley School District No. RE-2 and City of Boulder
Case No. LUR2021-00032

INTERGOVERNMENTAL ANNEXATION AGREEMENT

This Intergovernmental Agreement ("Agreement"), made this 8 day of November, 2022 (the "Effective Date"), by and between the CITY OF BOULDER, a Colorado home rule city, hereinafter referred to as "City," and BOULDER VALLEY SCHOOL DISTRICT NO. RE-2, a Colorado public school district, hereinafter referred to as "Applicant" or "District." The City and Applicant hereafter are collectively referred to as the "Parties."

RECITALS

- A. The District and the City are separate governmental agencies with a complementary relationship.
- B. The District is the owner of the real property generally described as 6500 Arapahoe Road, Boulder, CO 80303 and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").
- C. Pursuant to Ordinance No. 2786, dated April 7, 1964, amended by Ordinance 7127, dated April 17, 2001, (hereafter collectively referred to as the "Utility Ordinance") the City granted water and sanitary sewer utility services to the District for the Property on a revocable permit basis and limited the use of said services to certain uses and facilities on the Property.
- D. The Utility Ordinance requires the District to file an annexation petition when the Property becomes eligible for annexation to the City of Boulder.
- E. The Parties and Flatirons Habitat for Humanity are collaborating in establishing a modular housing factory (the "Modular Housing Factory") on the Property to aid in the redevelopment of the Ponderosa Mobile Home Park and other permanently affordable housing efforts in the region for which employees of the District will be eligible to apply.
- F. The Modular Housing Factory will serve as a teaching facility for the Technical Education Center Construction Program students of the District.
- G. This new Modular Housing Factory use also requires connection to City water and sanitary sewer utility services.
- H. The Property is eligible for annexation to the City of Boulder.
- I. Therefore, the Parties are interested in annexing the Property with an initial zoning designation of Public.
- J. The District is entering into this Agreement with the understanding that the provisions of this Agreement set forth all the binding requirements for annexation of the Property, and any additional binding annexation requirements imposed on the District and this Agreement are

not permitted or consented to by the District. This Agreement supersedes any prior agreement between the Parties concerning annexation requirements. In the event of any conflict or inconsistency between the Agreement, the Utility Ordinance or prior agreements between the Parties, this Agreement shall govern.

- K. The Parties have agreed to the below terms and conditions of annexation in order to protect the public health, safety and welfare and prevent the placement of an unreasonable burden on the physical, social, economic, or environmental resources of the City and the District.

NOW, THEREFORE, in consideration of the foregoing Recitals, incorporated by this reference, the promises and covenants herein set forth and other good and valuable consideration herein received for, the Parties agree as follows:

COVENANTS

1. Transfer of Property Interest by District. This Agreement will remain in effect and continue to apply to the Property after any transfer of the Property, or any portion thereof, by the District to a person or subsequent owners. The respective obligations, rights, benefits, and duties of the City and the District under this Agreement will continue to apply during the term of the Agreement to the use and development of the Property, or any portion thereof, transferred by the District. For purposes of this paragraph, transfer shall mean any sale, assignment or transfer, voluntary, involuntary, or by operation of law, of any interest in the Property. This Agreement runs with the land in perpetuity. If the Property or any part thereof is transferred to any new owner, such owner will be subject to the City's police powers, the authority to zone and regulate land uses for the public health, safety, and general welfare of the public together with all review and approval processes associated with such regulatory authority. Subsequent owners, other than the District, will be subject to regulatory requirements of the Boulder Revised Code in effect at the time of development, unless such owner is otherwise exempt from those requirements under applicable state or federal law.
2. Use of Terms "Applicant" and "District". To indicate which provisions of the Agreement will apply to any owner, including the Boulder Valley School District No. RE-2, of the Property or any portion thereof, the terms of this Agreement will refer to "Applicant." The term "District" will be used to identify those terms that are specific to, and will apply only to, the Boulder Valley School District No. RE-2 or to distinguish between requirements.
3. Requirements Prior to First Reading. Prior to the first reading of the annexation ordinance before City Council, the District shall:
 - a. sign this Agreement.

- b. at the City's expense, order and provide to the City an updated title commitment current within 30 days of the date of the first reading of the annexation ordinance.
- c. pay to the City the stormwater and flood plant investment fee at the rate applicable in 2021, in particular, at a rate of \$2.35 per square foot of impervious area on the Property. The Parties agree that the existing impervious area of the Property is 888,984 square feet, resulting in a fee amount to be paid by the District of \$2,089,112.40 (the "PIF").

The PIF shall be payable at City of Boulder, c/o Chief Financial Officer, Box 791, Boulder, CO 80306, or such other place as the City may designate.

4. Existing Wells. The City agrees that it will not prohibit the Applicant from using existing wells for irrigation purposes, even if served by the City water utility. Under no circumstances may existing wells on the Property be used for domestic water purposes. No person shall make any cross connections to the City's municipal water supply system from any well on the Property.
5. Historic Drainage. The Applicant agrees to convey drainage from the Property in an historic manner that does not materially and adversely affect abutting properties.
6. Ditch Company Approval. If the Property is abutting or crossed by an existing irrigation ditch or lateral, the Applicant agrees not to relocate, modify, or alter the ditch or lateral until and unless written approval is received from the appropriate ditch company.
7. Nonconforming Uses and Nonstandard Buildings. For any owner or user of the Property, or any portion thereof, other than the District within the scope of its sovereign entity status, nonconforming uses and nonstandard buildings and structures on the Property will be recognized by the City and allowed to continue. Section 9-10-3, "Changes to Nonstandard Buildings, Structures, and Lots and Nonconforming Uses," B.R.C. 1981, will apply to changes to nonstandard buildings and nonconforming uses proposed by any owner or user of the Property other than the District. The Applicant and the City agree that this section shall not be construed to permit the Property to constitute a nuisance or to cause a hazard under the City's life safety codes.
8. Modular Housing Factory an Allowed Use. The Modular Housing Factory, which shall be considered a manufacturing use, shall be a use allowed by right on the Property despite any provision to the contrary in Title 9, "Land Use Code," B.R.C. 1981, and shall not be considered a nonconforming use.

9. Environmental Education Center an Allowed Use. The Sombrero Marsh Environmental Education Center is currently located on an approximately 1-acre portion of the Property adjacent to the Sombrero Marsh. An environmental education center with programming for children and adults focused primarily on wetland ecology, environmental restoration, and land stewardship shall be considered a governmental use and shall be a use allowed by right on the Property despite any provision to the contrary in Title 9, "Land Use Code," "B.R.C. 1981. Except as otherwise specifically provided herein, nothing contained in this Agreement will restrict or limit the District from conducting educational programs and operations on the Property pursuant to its power and authority under Colorado law as a public school district and political subdivision of the state.
10. New Construction. Except to the extent within the scope of the District's status as a state sovereign entity, all new construction, remodeling, and renovation commenced on the Property after annexation shall comply with City laws, taxes, and fees except as modified by this Agreement. The Parties acknowledge and agree to act in accordance with the provisions of Section 22-32-124, C.R.S., with regard to District construction, remodeling, renovation or repairs on the Property.
11. Outdoor Lighting. Notwithstanding the sovereignty status of the District, the District agrees to, within 180 days of the Effective Date of the annexation ordinance, bring all outdoor lighting on the Property into compliance with the standards of Section 9-9-16, "Lighting, Outdoor," B.R.C. 1981, and, within that same time period, provide a written certification to the City Manager stating that the outdoor lighting on the Property complies with all of the standards of Section 9-9-16, B.R.C. 1981.
12. Floodplain Regulations. Notwithstanding the sovereignty status of the District, the District agrees that any development activity on the Property will be conducted in compliance with the floodplain regulations of Sections 9-3-2 through 9-3-8, B.R.C. 1981, as may be amended from time to time. The Parties acknowledge that the Property is not currently located in a mapped City of Boulder floodplain.
13. Original Instruments. Prior to the first reading of the annexation ordinance, the District shall provide an original of this Agreement signed by the District, along with any instruments required in this Agreement. The City agrees to hold such documents until after final legislative action on the annexation of this Property has occurred. Final legislative action by the City Council shall constitute acceptance of such documents by the City. In the event that the City does not annex the Property, the City agrees that it will return all such original documents to the District. The District agrees that it will not encumber or in any way take any action that compromises the quality of such documents while they are being held by the City.

14. No Encumbrances. The District agrees that between the time of signing this Agreement and the time when final legislative action on the annexation of this Property has occurred, other than any instruments that may be related to locating the Modular Housing Factory on the Property, the District shall neither convey ownership nor further encumber the District's Property without the express approval from the City. Prior to the recording of this Agreement with the Boulder County Clerk and Recorder, the District agrees not to execute transactional documents encumbering the Property or otherwise affecting title to the Property without first notifying the City and submitting revised title work within five (5) working days of any such transaction. Notwithstanding the foregoing, the City acknowledges that the District currently leases a portion of the Property to the Thorne Ecological Institute for an environmental education center use and the City hereby consents to execution of an extension of the current lease or of a new lease for the environmental education center between the District and the Thorne Ecological Institute between the time of signing of this Agreement and the time when final legislative action on the annexation of this Property has occurred. The City also acknowledges the existence and encumbrance upon the Property created by an agreement between the State Board of the Great Outdoors Colorado Trust Fund and Boulder County Parks and Open Space that provided funding for the Sombrero Marsh Environmental Education Center Enhancement Project.
15. Breach of Agreement. In the event that the Applicant breaches or fails to perform any required action under or fails to pay any fee specified under this Agreement, the Applicant acknowledges that the City may take all reasonable actions to cure the breach, including but not limited to, the filing of an action for specific performance of the obligations herein described. In the event the Applicant fails to pay any monies due under this Agreement or fails to perform any affirmative obligation hereunder, the Applicant agrees that the City may collect the monies due in the manner provided for in Section 2-2-12, B.R.C., 1981, as amended, as if the said monies were due and owing pursuant to a duly adopted ordinance of the City or the City may perform the obligation on behalf of the Applicant, and collect its costs in the manner herein provided. The Applicant agrees to waive any rights he may have under Section 31-20-105, C.R.S., based on the City's lack of an enabling ordinance authorizing the collection of this specific debt, or acknowledges that the adopting of the annexation ordinance is such enabling ordinance.
16. Failure to Annex. This Agreement and any document executed pursuant hereto shall be null and void and of no consequence in the event that the Property is not annexed to the City.
17. Future Interests. This Agreement and the covenants set forth herein shall run with the land and be binding upon the Applicant, the Applicant's successors and assigns and all persons who may hereafter acquire an interest in the Property, or any part thereof, unless the successor or assignee would otherwise be exempt under applicable state or federal law. If it shall be determined that this Agreement contains an interest in land, that interest shall vest, if at all, within the lives of the undersigned plus 20 years and 364 days.

18. Right to Withdraw. The Applicant retains the right to withdraw the petition for annexation and, as a consequence thereof, withdraw from this Agreement up until the time that final legislative action has been taken on the ordinance that will cause the Property to be annexed into the City. The final legislative action will be the vote of the City Council after the final reading of the annexation ordinance. The Applicant's right to withdraw shall terminate upon the City Council's final legislative action approving the annexation. In the event that the Applicant withdraws from this Agreement in the manner described above, this Agreement shall be null and void and shall have no effect regarding the Applicant. The City agrees, within 30 days of a request by the Applicant after a withdrawal, to return all previously submitted fees (including the PIF), application, and easement and/or rights of way dedication documents which the Applicant submitted pursuant to this Agreement to the City.
19. Modular Housing Factory. The Parties agree that a portion of the Property shall be used for a Modular Housing Factory for a period of at least ten years after completion of construction of the Modular Housing Factory. The District and the City will execute a separate agreement, which may also include Flatirons Habitat for Humanity as an additional party, that will address, among other things, the legal structure for and precise location of occupancy of the Modular Housing Factory on the Property; the design, financing, and construction of the Modular Housing Factory; and the details of such use.
20. Affordable Housing. If the Property, or any part thereof, is no longer used for public school district purposes, any housing constructed on the Property, or any part thereof, in the future shall be subject to the requirements of Chapter 9-13, "Inclusionary Housing," B.R.C. 1981, as applicable at that time.
21. Zoning. The Property shall be annexed to the City with an initial zoning classification of Public; provided, however, because of the District's status as a state sovereign entity, the Property is not subject to all of the rights and restrictions associated with that zoning, so long as the District remains the owner of the Property. Any successor in interest or assignee to the District's interest in the Property shall be subject to all of the rights and restrictions associated with the zoning of the Property, except as may be modified by this Agreement or by the successor's or assignee's exemption under state or federal law.
22. Sovereign Status. Except as otherwise specifically set forth in this Agreement, neither the District nor the City waives or concedes any supervening authority to or over the other over any matter.

23. No Multi-Fiscal Year Obligation. The Parties understand and acknowledge that the City and District are subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multiple fiscal year direct or indirect debt or obligation within the meaning of TABOR and notwithstanding anything in this Agreement to the contrary, all payment obligations of the City and the District are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City’s and District’s current fiscal period ending upon the next succeeding December 31, and June 30, respectively. Financial obligations of the City and District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and the District and applicable law.
24. Annexation Challenged by Referendum, Initiative or Judicially. If the annexation of the Property or any portion thereof is challenged by a referendum, the procedure required by the Charter and Colorado Revised Status, as applicable will be followed. If a referendum result in the disconnection of the Property or any portion thereof from the City, then this Agreement will be void and the Parties relieved from all obligations hereunder. If not, the Parties will continue to be bound by this Agreement. If a referendum results in the disconnection of the Property, the City will return all previously submitted fees (other than fees for the review of the petition to annex and associated documents), application, and easement and/or rights of way dedication documents which the Applicant submitted pursuant to this Agreement to the City
25. Provision of Utility Service. Upon the effective date of the annexation ordinance adopted by the City Council annexing the Property, the City will provide utility and other municipal services on the same general terms and conditions as the rest of the municipality receives.
26. Building Height Limits. Notwithstanding the sovereignty status of the District, the Applicant agrees that buildings and other structures constructed on the Property will be limited to a height of 55 feet. For purposes of this provision, the following shall apply:
- a. The term “building” means any structure built for the support, shelter, or enclosure of persons, animals, or property of any kind.
 - b. The term “structure” means anything constructed or erected with a fixed location on the ground above grade, but the term does not include poles, lines, cables, or other transmission or distribution facilities of public utilities.
 - c. Height shall be measured as the vertical distance from the lowest point within twenty-five horizontal feet of the tallest side of the structure to the uppermost point of the roof or structure. The lowest point shall be calculated using the natural grade. The tallest side shall be that side whose lowest exposed exterior point is lower in elevation than the lowest exposed exterior point of any other side of the building.
 - d. Notwithstanding anything in this Agreement to the contrary, the 55-foot height limit shall not apply to:

- (i) Spires, belfries, cupolas, or domes not used for human occupancy, nor to silos, parapet walls, cornices without windows, antennas, chimneys, ventilators, skylights, or other necessary mechanical appurtenances usually carried above the roof level so long as they do not take up more than twenty-five percent of the roof area, nor to
- (ii) Light poles at government-owned recreation facilities, nor to
- (iii) Light and traffic signal poles in the right-of-way, nor to service and transmission line electrical utility poles, nor to
- (iv) Renewable energy improvements carried on or above the roof level, including without limitation solar panels, nor to
- (v) Standalone wind turbines, telecommunication towers, or flagpoles.

EXECUTED on the day and year first above written.

APPLICANT

Boulder Valley School District No. RE-2,
a Colorado public school district

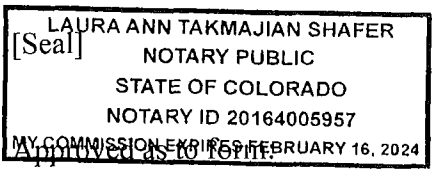
By: *Kathy Gebhardt*
Kathy Gebhardt, President
Board of Education

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Kathy Gebhardt, President, Board of Education, Boulder Valley School District No. RE-2, a Colorado public school district.

Witness my hand and official seal.

My commission expires: February 16, 2024



[Signature]
Notary Public

[Signature]
Boulder Valley School District
Legal Counsel

CITY OF BOULDER, COLORADO

By:
Nuria Rivera-Vandermyde, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Date: 1/23/2023

EXHIBIT A
Legal Description

BVSD 6500 ARAPAHOE ROAD
6/10/21

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 35, S89°58'13"W A DISTANCE OF 1542.94 FEET; THENCE S01°01'47"E A DISTANCE OF 57.00 FEET TO A POINT ON THE EASTERLY LINE OF THE PARCEL RECORDED AT RECEPTION NO. 3265607 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF ARAPAHOE ROAD AS RECORDED AT RECEPTION NO. 3158424 TO THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) CONSECUTIVE COURSES:

- 1) N89°58'13"E A DISTANCE OF 529.67 FEET;
- 2) THENCE S00°01'47"E A DISTANCE OF 23.00 FEET;
- 3) THENCE N89°58'13"E A DISTANCE OF 118.53 FEET;
- 4) THENCE N00°01'47"W A DISTANCE OF 23.00 FEET;
- 5) THENCE N89°58'13"E A DISTANCE OF 279.72 FEET;
- 6) THENCE 585.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9630.59 FEET, A CENTRAL ANGLE OF 03°29'02", AND A CHORD WHICH BEARS S88°17'16"E A DISTANCE OF 585.48 FEET;
- 7) THENCE 283.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4659.94 FEET, A CENTRAL ANGLE OF 03°29'01", AND A CHORD WHICH BEARS S88°17'16"E A DISTANCE OF 283.29 FEET;
- 8) THENCE N00°07'19"W A DISTANCE OF 3.00 FEET;
- 9) THENCE S89°56'14"E A DISTANCE OF 225.18 FEET TO A POINT ON THE WESTERLY LINE OF THE PARCEL RECORDED AT RECEPTION NO. 3751678;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

- 1) S54°52'09"W A DISTANCE OF 99.37 FEET;
- 2) THENCE S39°34'09"W A DISTANCE OF 147.40 FEET;
- 3) THENCE S63°14'09"W A DISTANCE OF 171.00 FEET;
- 4) THENCE S26°45'09"W A DISTANCE OF 99.00 FEET;
- 5) THENCE S24°20'09"W A DISTANCE OF 82.30 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK 1, RIDGLEA HILLS SUBDIVISION;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 5, S17°37'39"E A DISTANCE OF 289.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MEADOW LARK LANE, S37°58'21"W A DISTANCE OF 182.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL RECORDED AT RECEPTION NO. 2021878;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWENTY TWO (22) CONSECUTIVE COURSES:

- 1) N55°14'24"W A DISTANCE OF 147.48 FEET;
- 2) THENCE N75°14'13"W A DISTANCE OF 89.07 FEET;
- 3) THENCE N86°34'37"W A DISTANCE OF 88.44 FEET;
- 4) THENCE S49°31'20"W A DISTANCE OF 57.70 FEET;
- 5) THENCE S05°50'30"W A DISTANCE OF 398.14 FEET;
- 6) THENCE N84°09'21"W A DISTANCE OF 520.31 FEET;
- 7) THENCE N41°03'45"W A DISTANCE OF 177.74 FEET;

- 8) THENCE N87°29'33"W A DISTANCE OF 93.92 FEET;
 9) THENCE N54°09'28"W A DISTANCE OF 58.64 FEET;
 10) THENCE N64°41'19"W A DISTANCE OF 100.01 FEET;
 11) THENCE N83°18'34"W A DISTANCE OF 63.64 FEET;
 12) THENCE N78°46'50"W A DISTANCE OF 59.89 FEET;
 13) THENCE N87°03'04"W A DISTANCE OF 17.89 FEET;
 14) THENCE S00°08'43"E A DISTANCE OF 209.57 FEET;
 15) THENCE S89°51'17"W A DISTANCE OF 202.57 FEET;
 16) THENCE N00°08'43"W A DISTANCE OF 220.00 FEET;
 17) THENCE S87°55'23"W A DISTANCE OF 156.75 FEET;
 18) THENCE N79°56'29"W A DISTANCE OF 59.44 FEET;
 19) THENCE N62°48'34"W A DISTANCE OF 40.31 FEET;
 20) THENCE N46°31'33"W A DISTANCE OF 57.48 FEET;
 21) THENCE N71°39'43"W A DISTANCE OF 42.57 FEET;
 22) THENCE N82°28'22"W A DISTANCE OF 764.85 FEET TO A POINT ON THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 35;
 THENCE ALONG SAID WESTERLY LINE, N00°31'48"W A DISTANCE OF 65.38 FEET;
 THENCE S89°44'56"E A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL RECORDED AT RECEPTION NO. 3499044;
 THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 3499044 THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:
 1) N83°46'39"E A DISTANCE OF 170.64 FEET;
 2) THENCE S67°56'41"E A DISTANCE OF 30.34 FEET;
 3) THENCE S82°11'48"E A DISTANCE OF 198.50 FEET;
 4) THENCE N00°09'00"W A DISTANCE OF 74.35 FEET TO THE SOUTHWEST CORNER OF THE PARCEL RECORDED AT RECEPTION NO. 3265607;
 THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 3265607 THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
 1) S81°49'47"E A DISTANCE OF 644.67 FEET;
 2) THENCE N00°12'47"W A DISTANCE OF 671.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,859,026 SQUARE FEET (41.677 ACRES) MORE OR LESS.

ALL LINEAL DIMENSION ARE IN U.S. SURVEY FEET.

BASIS OF BEARING: BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 35, T1N, R70W OF THE 6TH P.M. BEARING N89°58'13"E AND BEING MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 26953 IN RANGE BOX AT THE NORTHWEST CORNER AND AT THE NORTH QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE, PLS
 FOR AND ON BEHALF OF: MARTIN / MARTIN, INC.
 12499 W. COLFAX AVE.
 LAKEWOOD, CO 80215
 303 431-6100
 JOB NO. 18.1215.

