

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

BEFORE THE BOARD OF DIRECTORS OF
MOUNTAIN VIEW FIRE PROTECTION DISTRICT

PETITION FOR EXCLUSION

Property Owner(s) See Exhibit B hereby petition that the following-described real property be excluded from the Mountain View Fire Protection District pursuant to § 32-1-501(1), C.R.S., and in support of said petition state the following:

1. The undersigned is/are the Owner(s) of 100% of the following-described real property located in the County of (circle one) Boulder or Weld, State of Colorado, being presently in the Mountain View Fire Protection District.

(Insert Full Legal Description, or attach as **Exhibit A**, the full legal description of the property sought to be excluded)

See Exhibit A

A COPY OF THE DEED(S) WHEREBY TITLE WAS ACQUIRED IS/ARE ATTACHED HERETO. IF APPROPRIATE ATTACH SKETCH OR MAP OF PROPERTY.

2. This Petition is accompanied by an initial deposit in the amount of \$1,000.00 for the costs and expenses of the exclusion proceedings that are to be incurred by the Mountain View Fire Protection District. The Owners acknowledge that in the event the District's costs and expenses connected with this proceeding exceed the deposit, Owners will be responsible for all additional sums. In the event the exclusion costs are less than the initial deposit, the excess deposit fees will be refunded to the Owners upon:

- a. request by the Owners; and
- b. submission to the District of a copy of a signed ordinance annexing the property into a municipality that is providing fire protection services if it has not been previously submitted.

3. The Owners acknowledge and agree, for themselves and their successors and assigns, that they, will pay all future costs and expenses incurred by the District (including attorney's fees) should such costs and expenses be incurred to correct errors of legal descriptions, annexation issues, assessment or taxation issues, or other issues regarding the exclusion that were not caused by, or attributable to, the District and arising from Owners' submittal of erroneous or incomplete legal descriptions, or annexation information.

WHEREFORE, the Owners pray that the Board of Directors of Mountain View Fire Protection District, after notice as provided by law and public hearing, grant the foregoing Petition and enter its order excluding the property described herein from the Mountain View Fire Protection District.

Dated: March 29, 2023

NOTE: See Exhibit B,
City of Longmont Owns #1,3,6
Irwin Thomas Annexation 1 and
#2 Irwin Thomas Annexation 2

Joan Peck
Signature Property Owner*

Joan Peck - mayor

Print Property Owner name

City of Longmont

350 Kimbark St.

Longmont, CO 80501

Mail and Street Address of Property Owner

Phone: _____

Email: _____

The foregoing instrument was acknowledged before me this 29th day
of March, 2023 by Joan Peck.

Witness my hand and official seal.

My commission expires: 1/24/2026

M. Gomez
Notary Public



*If property is owned by a Corporation, LLC, or other business entity, a Statement of Authority is required to be attached to Petition for this signature.

(Submit a notarized signature for each Property Owner, see following page)

STATEMENT OF AUTHORITY
(FOR A TRUST OR CORPORATE ENTITY)

1. This Statement of Authority relates to an entity named: City of Longmont
2. The type of entity is a Municipality. (Trust, corporation, etc.).
3. The entity is formed under the laws of Colorado (state).
4. The mailing address for the entity is: 350 Kimbark Street, Longmont CO, 80501
5. The name and position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity, pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2), is:
Joan Peck, Mayor of the City of Longmont

Executed this 29 day of March, 2023

Joan Peck
Signature

Joan Peck
Print Name

Mayor
Title

STATE OF Colorado)
COUNTY OF Boulder) ss

The foregoing instrument was acknowledged before me this 29th day of March, 2023 by Joan Peck.

Witness my hand and seal.

My commission expires: 1/24/2026

Michelle L Gomez
Notary Public



Dated: MAY 10, 2023

NOTE: See Exhibit B,
Costco Wholesale Corporation
Owns # 2 Irwin Thomas Annexation 1



Proffey Adv/Corp. Counsel
Signature Property Owner

Print Property Owner name
Costco Wholesale Corporation
999 Issaquah Dr.
Issaquah, WA 98027

Mail and Street Address of Property Owner
Phone: 425. 313. 6549
Email: PROFFEY@COSTCO.COM

The foregoing instrument was acknowledged before me this 10th day
of May, 2023 by HAEJIN LEE MATTSSEN.

Witness my hand and official seal.

My commission expires: 8/30/2026

Haejin Lee Mattsen
Notary Public

STATEMENT OF AUTHORITY
(FOR A TRUST OR CORPORATE ENTITY)

1. This Statement of Authority relates to an entity named: Costco Wholesale Corporation.
2. The type of entity is a corporation (*Trust, corporation, etc.*).
3. The entity is formed under the laws of Washington .
4. The mailing address for the entity is: 999 Lake Drive, Issaquah, Washington, 98027
5. The name and position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity, pursuant to the provisions of Colorado Revised Statute Section 38-30-172(2), is:

Bruce Coffey, Corporate Counsel

Executed this 10TH day of MAY 2023.



[Signature]
Signature

Bruce Coffey

Corporate Counsel

, AVP

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 10th day of MAY, 2023 by HAEJIN LEE MATTSSEN.

Witness my hand and seal.

My commission expires: 8/30/2026

[Signature]
Notary Public

Dated: April 13, ²⁰²³~~2022~~

NOTE: See Exhibit B,
Diamond G Concrete owns #4,5,7,8
Irwin Thomas Annexation 1



Signature Property Owner
Reginald V. Golden - President

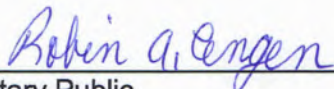
Print Property Owner name
Diamond G Concrete
PO Box 54

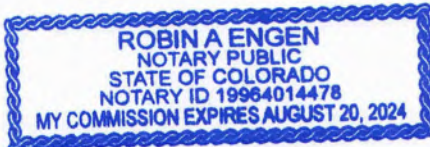
Mail and Street Address of Property Owner
Phone: 303-702-0708
Email: reggieg@dgmlc.com

The foregoing instrument was acknowledged before me this 13th day
of April, 2023 by Reginald V. Golden.

Witness my hand and official seal.

My commission expires: 8/20/24


Notary Public



STATEMENT OF AUTHORITY

Pursuant to C.R.S. 38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Diamond G Concrete Company, a Colorado entity other than an individual, capable of holding title to real property and/or assets (the "Entity"), and states as follows:

The name of the Entity is: Diamond G Concrete Company

The Entity is a: Colorado Corporation

The mailing address for the Entity is: PO Box 54, Longmont, CO 80502

The name or position of the person(s) authorized to execute any and all instruments is:

Reginald V. Golden, President

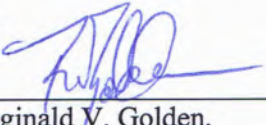
The limitations upon the authority of the person named above or holding the position described above to act on behalf of the Entity are as follows:

NONE

This Statement of Authority is executed on behalf of the entity pursuant to the provisions of S 38-30-172, C.R.S.

This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 13th day of April, 2023.



Reginald V. Golden,
President

STATE OF COLORADO)

COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 13th day of April, 2023, by Reginald V. Golden on behalf of Diamond G Concrete Co. a Colorado Corporation.

Witness my hand and official seal.

My commission expires: 8/20/2024





Notary Public

Dated: April 13,, 2023

NOTE: See Exhibit B,
Golden Farm, LLLP owns #9
Irwin Thomas Annexation 1


Signature Property Owner
Reginald V. Golden - Managing General Partner

Print Property Owner name
Golden Farm LLLP

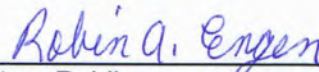
PO Box 54
Longmont, CO 80502

Mail and Street Address of Property Owner
Phone: 303-702-0708
Email: reggieg@dgmllc.com

The foregoing instrument was acknowledged before me this 13th day
of April, 2023 by Reginald V. Golden.

Witness my hand and official seal.

My commission expires: 8/20/2024


Notary Public



STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S)

1. This Statement of Authority Relates to an entity named

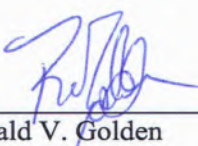
GOLDEN FARM, LLLP
2. The type of entity is a LIMITED LIABILITY LIMITED PARTNERSHIP
3. The entity is formed under the laws of COLORADO
4. The mailing address of the Entity is

P.O. BOX 54, LONGMONT, CO 80502
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

REGINALD V. GOLDEN, AS MANAGER FOR R&S GOLDEN INTERESTS LLC, AS MANAGER FOR R&S GOLDEN, LLLP, GENERAL PARTNER
6. The authority of the foregoing person(s) to bind the entity is limited as follows:

NONE
7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of S 38-30-172, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 13th day of April, 2023.



Reginald V. Golden

STATE OF COLORADO)
)
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 13th day of April, 2023, by Reginald V. Golden.

Witness my hand and official seal.

My commission expires: 8/20/2024





Notary Public

Dated: April 13, ²⁰²³₂₀₂₂

NOTE: See Exhibit B,
RLSJ Properties, LLC Owns #1
Irwin Thomas Annexation 2

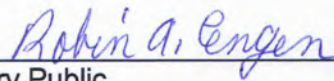

Signature Property Owner
Reginald V. Golden - Manager
Print Property Owner name
RLSJ Properties LLC
PO Box 54
Longmont, CO 80502
Mail and Street Address of Property Owner
Phone: 303-702-0708
Email: reggieg@dgmlc.com

The foregoing instrument was acknowledged before me this 13th day
of April, 2023 by Reginald V. Golden.

Witness my hand and official seal.

My commission expires: 8/20/2024




Notary Public

STATEMENT OF AUTHORITY
(Section 38-30-172, C.R.S)

1. This Statement of Authority Relates to an entity named


RLSJ PROPERTIES, LLC
2. The type of entity is a LIMITED LIABILITY COMPANY
3. The entity is formed under the laws of COLORADO
4. The mailing address of the Entity is

P.O. BOX 54, LONGMONT, CO 80502
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

REGINALD V. GOLDEN, AS MANAGING GENERAL PARTNER FOR
GOLDEN FARM, LLLP
6. The authority of the foregoing person(s) to bind the entity is limited as follows:

NONE
7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of S 38-30-172, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 13th day of April, 2023.



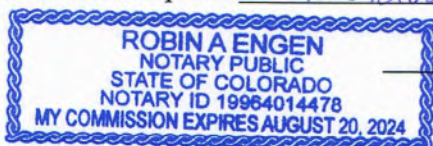
Reginald V. Golden, Manager

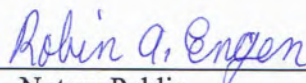
STATE OF COLORADO)
)
COUNTY OF Boulder)

The foregoing instrument was acknowledged before me this 13th day of April, 2023, by Reginald V. Golden.

Witness my hand and official seal.

My commission expires: 8/20/2024





Notary Public

EXHIBIT A

**MOUNTAIN VIEW FIRE PROTECTION DISTRICT PETITION FOR
EXCLUSION**

**IRWIN THOMAS ANNEXATION NO. 1
AND IRWIN THOMAS ANNEXATION NO. 2**

**IRWIN THOMAS #1 ANNEXATION
LEGAL DESCRIPTION**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, PART OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 18982 IN RANGE BOX AT THE SOUTHEAST QUARTER OF SAID SECTION 11.

COMMENCING AT A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 34993 AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST; THENCE S 00°23'31" W ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 81.16 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (8) COURSES AND DISTANCES:

- 1) N 87°01'49" E A DISTANCE OF 366.96 FEET;
- 2) S 89°04'17" E A DISTANCE OF 1090.50 FEET;
- 3) S 86°10'33" E A DISTANCE OF 453.38 FEET;
- 4) ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 1157.79', WITH A RADIUS OF 1761.52 FEET, WITH A CHORD BEARING OF N 73°57'35" E, WITH A CHORD LENGTH OF 1137.06 FEET;
- 5) N 85°23'01" E A DISTANCE OF 262.28 FEET;
- 6) S 80°30'08" E A DISTANCE OF 90.60 FEET;
- 7) S 67°36'37" E A DISTANCE OF 167.64 FEET;
- 8) S 60°10'29" E A DISTANCE OF 457.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE N 89°53'04" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE S 00°06'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 20 FEET EASTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1231.26 FEET; THENCE S 00°02'50" W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE 20 FEET EASTERLY AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1141.37 FEET; THENCE N 89°58'52" W A DISTANCE OF 50.09 FEET; THENCE N 00°02'50" E A DISTANCE OF 80.70 FEET; THENCE N 70°49'00" W A DISTANCE OF 70.96 FEET; THENCE N 79°37'39" W A DISTANCE OF 133.21 FEET; THENCE N 00°00'00" E A DISTANCE OF 14.08 FEET; THENCE N 90°00'00" W A DISTANCE OF 1120.00 FEET; THENCE N 58°27'33" W A DISTANCE OF 98.96 FEET; THENCE S 00°00'00" E A DISTANCE OF 393.86 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD; THENCE N 90°00'00" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 30 FEET SOUTHERLY AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE N 00°00'00" W A DISTANCE OF 427.62 FEET; THENCE N 58°27'33" W A DISTANCE OF 31.07 FEET; THENCE N 66°50'00" W A DISTANCE OF 157.10 FEET; THENCE N 00°22'00"

MVFPD Petition for Exclusion Exhibit A

E A DISTANCE OF 145.94 FEET; THENCE N 90°00'00" W A DISTANCE OF 839.55 FEET; THENCE S 00°22'00" W A DISTANCE OF 651.62 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD; THENCE N 90°00'00" W 30 FEET SOUTHERLY AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 134.21 FEET; THENCE S 89°35'39" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1308.36 FEET; THENCE N 00°23'31" E A DISTANCE OF 30.00 FEET TO A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11; THENCE N 00°23'31" E ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 2537.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CITY OF LONGMONT PARCEL DESCRIBED IN INSTRUMENT RECORDED AS RECEPTION NO. 1716857 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 11.

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, A FOUND 3.25 INCH ALUMINUM CAP MONUMENT IN RANGE BOX WITH CAP STAMPED LS 34993; THENCE N 00°09'49" E ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11 A DISTANCE OF 113.32 FEET TO THE POINT OF BEGINNING AT THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119; THENCE S 88°35'07" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 119 A DISTANCE OF 420.12 FEET; THENCE S 89°46'53" E A DISTANCE OF 1458.66 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1499.43 FEET, A CHORD BEARING OF N 84°05'29" E AND A CHORD DISTANCE OF 316.16 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N 00°23'09" E A DISTANCE OF 540.74 FEET; THENCE S 89°13'25" W A DISTANCE OF 16.39 FEET; THENCE N 88°58'35" W A DISTANCE OF 59.92 FEET; THENCE N 87°25'56" W A DISTANCE OF 59.36 FEET; THENCE N 84°49'36" W A DISTANCE OF 30.47 FEET; THENCE N 80°18'03" W A DISTANCE OF 29.84 FEET; THENCE N 85°39'40" W A DISTANCE OF 318.58 FEET; THENCE S 77°48'07" W A DISTANCE OF 30.42 FEET; THENCE S 84°58'59" W A DISTANCE OF 29.01 FEET; THENCE S 89°55'28" W A DISTANCE OF 119.83 FEET; THENCE N 89°29'26" W A DISTANCE OF 179.76 FEET; THENCE N 88°16'29" W A DISTANCE OF 46.67 FEET; THENCE N 86°57'50" W A DISTANCE OF 122.90 FEET; THENCE N 81°58'55" W A DISTANCE OF 119.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1176.88 FEET, A CHORD BEARING OF N 80°21'54" W AND A CHORD DISTANCE OF 328.17 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 329.24 FEET; THENCE S 89°24'25" W A DISTANCE OF 179.94 FEET; THENCE S 88°58'45" W A DISTANCE OF 179.71 FEET; THENCE S 85°15'33" W

MVFPD Petition for Exclusion Exhibit A

A DISTANCE OF 90.62 FEET; THENCE S 75°00'56" W A DISTANCE OF 29.57 FEET; THENCE S 59°42'34" W A DISTANCE OF 29.89 FEET; THENCE S 56°24'01" W A DISTANCE OF 120.42 FEET; THENCE S 54°31'47" W A DISTANCE OF 29.53 FEET; THENCE S 52°02'52" W A DISTANCE OF 29.85 FEET; THENCE S 48°31'12" W A DISTANCE OF 30.08 FEET; THENCE S 38°16'59" W A DISTANCE OF 29.75 FEET; THENCE S 21°37'46" W A DISTANCE OF 16.75 FEET; THENCE S 04°53'41" W A DISTANCE OF 73.69 FEET; THENCE S 10°27'59" W A DISTANCE OF 41.57 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11; THENCE S 00°09'49" W ALONG SAID WEST LINE A DISTANCE OF 354.17 FEET TO THE POINT OF BEGINNING; CONTAINING A TOTAL AREA OF 10,671,714.00 SQUARE FEET OR 244.99 ACRES MORE OR LESS.

EXHIBIT A
MVFPD Petition For Exclusion
IRWIN THOMAS #2 ANNEXATION
LEGAL DESCRIPTION

NORTH PORTION:

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2 16 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 11.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11, FROM WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11 NORTH 00°01'24" WEST 697.30 FEET; THENCE LEAVING SAID EAST LINE NORTH 89°58'36" WEST 20.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 65°16'54" WEST 504.96 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED BY DEED RECORDED AT RECEPTION NO. 2294476 OF BOULDER COUNTY RECORDS AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE SOUTH 58°21'32" WEST 71.75 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE FOR THE BURLINGTON NORTHERN RAILROAD RECORDED AT BOOK 130 PAGE 243 OF BOULDER COUNTY RECORDS; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5950.00 FEET A CENTRAL ANGLE OF 00°00'32", CHORD OF SAID ARC BEARS NORTH 63°34'35" WEST 0.94 FEET), A DISTANCE OF 0.94 FEET;
- 2) NORTH 63°34'35" WEST 2860.49 FEET;

THENCE NORTH 31°25'52" EAST 11.30 FEET; THENCE NORTH 34°42'22" EAST 568.16 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11; THENCE ALONG SAID NORTH LINE NORTH 89°49'52" EAST 164.58 FEET TO THE NORTH ONE QUARTER CORNER OF SECTION 11; THENCE SOUTH 00°16'40" WEST 504.45 FEET; THENCE NORTH 89°49'19" EAST 484.71 FEET; THENCE SOUTH 55°08'38" EAST 140.51 FEET; THENCE SOUTH 43°57'24" EAST 429.71 FEET; THENCE SOUTH 49°04'29" EAST 119.74 FEET; THENCE SOUTH 59°47'40" EAST 596.86 FEET; THENCE SOUTH 50°54'20" EAST 225.05 FEET; THENCE NORTH 21°01'10" EAST 184.68 FEET; THENCE SOUTH 73°46'50" EAST 236.00 FEET; THENCE SOUTH 15°28'33" WEST 306.12 FEET; THENCE SOUTH 65°16'54" EAST 265.95 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED BY DEED RECORDED AT RECEPTION NO. 2294476 OF BOULDER COUNTY RECORDS TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 799,981.8 SQUARE FEET OR 18.365 ACRES MORE OR LESS.

SOUTH PORTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE SOUTHEAST CORNER OF SAID SECTION 11.

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 11 BEARS S 0°01'24" E A DISTANCE OF 156.00 FEET; 4567 THENCE N 70°19'39" W A DISTANCE OF 21.24 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 119TH STREET; THENCE N 70°19'39" W A DISTANCE OF 1369.15 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE N 00°07'45" E A DISTANCE OF 27.17 FEET; THENCE S 89°43'29" W A DISTANCE OF 1308.99 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG SAID WEST LINE S 00°16'40" W A DISTANCE OF 22.25 FEET TO A POINT FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 11 BEARS S00°16'40" W A DISTANCE OF 636.60 FEET; THENCE N 77°55'08" W A DISTANCE OF 198.10 FEET; THENCE N 63°40'08" W A DISTANCE OF 217.90 FEET; THENCE S 89°55'52" W A DISTANCE OF 914.35 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11 FROM WHENCE THE WEST CENTER SIXTEENTH CORNER OF SECTION 11 BEARS S 00°09'49" W A DISTANCE OF 780.43 FEET; THENCE ALONG SAID WEST LINE N 00°09'49" E A DISTANCE OF 290.02 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY A SPECIAL WARRANTY DEED RECORDED AS RECEPTION NO. 1059214, FILM 1639 OF BOULDER COUNTY RECORDS; THENCE S 89°03'48" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 304.16 FEET; THENCE N 87°51'12" E A DISTANCE OF 223.07 FEET; THENCE S 70°42'17" E A DISTANCE OF 78.66 FEET; THENCE N 00°09'49" E A DISTANCE OF 972.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD AND BEING THE POINT OF BEGINNING;

THENCE S 00°09'49" W A DISTANCE OF 206.66 FEET; THENCE S 59°54'42" E A DISTANCE OF 31.44 FEET; THENCE S 89°45'11" E A DISTANCE OF 297.71 FEET; THENCE S 63°40'50" E A DISTANCE OF 236.62 FEET; THENCE S 00°09'49" W A DISTANCE OF 370.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF S 69°43'06" E, A CHORD DISTANCE OF 237.77 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.78 FEET; THENCE S 60°35'52" E A DISTANCE OF 171.40 FEET; THENCE S 89°52'49" E A DISTANCE OF 122.83 FEET THENCE S 85°52'23" E A DISTANCE OF 177.36 FEET; THENCE S 35°26'22" E A DISTANCE OF 106.41 FEET; THENCE S 00°56'32" W A DISTANCE OF 98.38 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CHORD BEARING OF S 84°47'32" E AND A CHORD DISTANCE OF 480.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.60 FEET; THENCE N 85°19'57" E A DISTANCE OF 104.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF S 84°01'28" E AND A CHORD DISTANCE OF 110.81 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.45 FEET; THENCE S 73°22'53" E A DISTANCE OF 205.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CHORD BEARING OF S 60°29'53" E AND A CHORD DISTANCE OF

231.88 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 233.85 FEET; THENCE S 47°36'54" E A DISTANCE OF 48.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00, A CHORD BEARING OF S 54°47'07" E AND A CHORD DISTANCE OF 49.93 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.06 FEET; THENCE S 61°57'30" E A DISTANCE OF 36.39 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119; THENCE N 46°31'45" E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 47.02 FEET; 23 THENCE N 51°28'42" E A DISTANCE OF 223.42 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE N 63°34'35" W A DISTANCE OF 2201.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11; THENCE S 00°16'40" W ALONG SAID WEST LINE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF 139.25 FEET; THENCE N 63°34'35" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD A DISTANCE OF 677.89 FEET; THENCE N 63°34'35" W CONTINUING ALONG SAID SOUTHERLY RAILROAD RIGHT- OF-WAY LINE A DISTANCE OF 107.67 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 870,515.7 SQUARE FEET OR 19.98 ACRES.

TOTAL ANNEXATION CONTAINS A TOTAL OF 1,670,497.5 SQUARE FEET OR 38.345 ACRES, MORE OR LESS.

EXHIBIT B

**MOUNTAIN VIEW FIRE PROTECTION DISTRICT PETITION FOR
EXCLUSION**

**IRWIN THOMAS ANNEXATION NO. 1
AND IRWIN THOMAS ANNEXATION NO. 2**

EXHIBIT B

Mountain View Fire Protection District
Irwin Thomas Annexation No. 1
Petition for Exclusion
Ownership Diagram
March 16, 2023

City of Longmont

350 Kimbark St, Longmont CO 80501

- Parcel #131511000069
Warranty Deed recorded 7/3/2003, rec # 2465972
- Parcel # 131511312005
Plat Recorded 3/1/2022, rec# 03948002
- Warranty Deed recorded 3/1/2022, rec #3948056
- Platted ROW and Outlot A Irwin Thomas First Filing
No Parcel # for Row, Outlot A Parcel # 131511312008
Recorded 3/12/2022, rec# 03948002

Costco Wholesale Corporation

9999 Issaquah Dr., Issaquah WAS 98027

- Parcel # 131511312001
Plat Recorded 3/1/2022, rec# 03948002
- Warranty Deed Recorded 3/2/2022 Rec. # 03948118

Diamond G Concrete Company

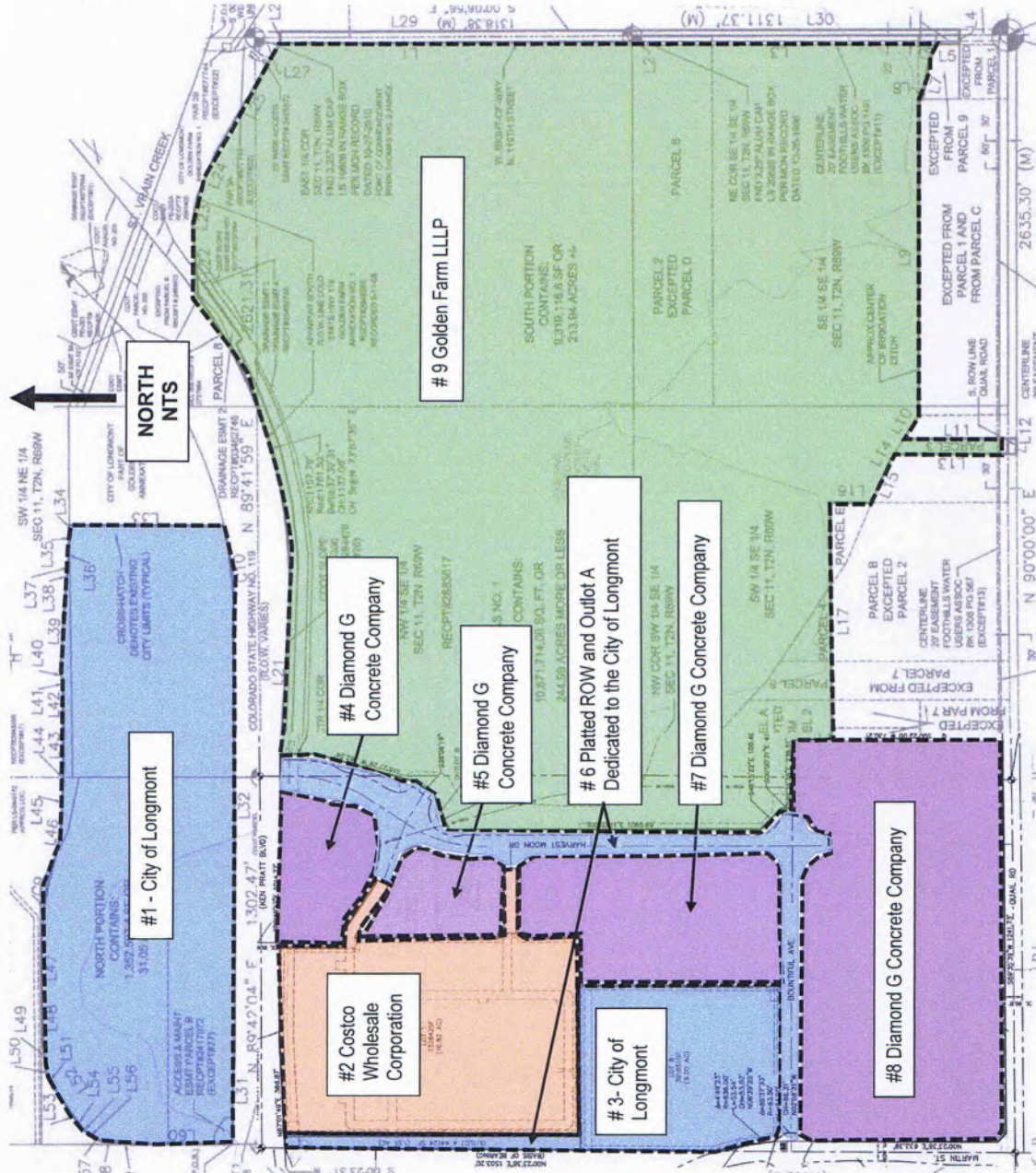
PO Box 54, Longmont CO 80502

- Parcel # 131511312002
Plat Recorded 3/1/2022, rec# 03948002
- Warranty Deed recorded 2/16/2021, rec# 3858898
- Parcel # 131511312003
Plat Recorded 3/2/2022, rec# 03948002
- Warranty Deed recorded 2/16/2021, rec# 3858898
- Parcel # 131511312004
Plat Recorded 3/1/2022, rec# 03948002
- Warranty Deed recorded 2/16/2021, rec# 3858898
- Parcel # 131511312007 and 131511000011
Warranty Deed recorded 2/16/2021, rec# 3858898

Golden Farm, LLP (formerly Golden Farm LTD.)

PO Box 54, Longmont CO 80502

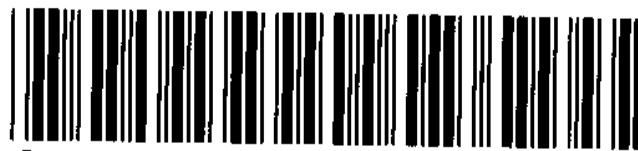
- Parcels # 131511000008, # 131511000009, and
131511000021
Deed recorded 6/11/1997, Rec # 1705699



MOUNTAIN VIEW FIRE PROTECTION DISTRICT PETITION FOR
EXCLUSION

DEEDS

IRWIN THOMAS ANNEXATION NO. 1



SPECIAL WARRANTY DEED

(Statutory Form, C.R.S., Sec. 38-30-115)

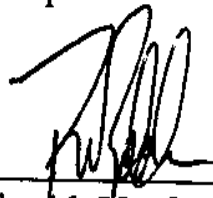
Grantor, **Golden Farm, LLLP**, a Colorado limited liability limited partnership, formerly known as Golden Farm, Ltd., a Colorado limited partnership, whose legal address is 2020 Terry Street, Suite A, Longmont, Colorado 80501, County of Boulder, State of Colorado, for the consideration of FIVE HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED FIFTY DOLLARS (\$586,350.00), in hand paid, hereby sells and conveys to Grantee, **City of Longmont**, a Colorado municipal corporation, whose legal address is 350 Kimbark Street, Longmont, Colorado 80501, County of Boulder, State of Colorado, the following real property in the County of Boulder, State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE,

with all its appurtenances and warrants the title against all persons claiming under the Grantor, subject to those matters set forth in Exhibit B attached hereto and made a part hereof by this reference.

Signed this 27th day of June, 2003.

Golden Farm, LLLP, a Colorado limited liability limited partnership, formerly known as Golden Farm, Ltd., a Colorado limited partnership

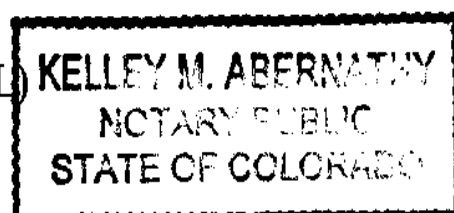
By: 
Reginald V. Golden, Managing General Partner

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 27th day of June, 2003, by Reginald V. Golden, General Partner of Golden Farm, LLLP, a Colorado limited liability limited partnership, formerly known as Golden Farm, Ltd., a Colorado limited partnership.

Witness my hand and official seal.

(S E A L)




Notary Public

My commission expires: July 28, 2004



2465972

Page: 2 of 4

07/03/2003 03:07P

Boulder County Clerk, CO WD

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EXHIBIT A
Legal Description

PARCEL B

A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST ONE-QUARTER CORNER OF SECTION 11, WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER SOUTH 89°41'48" WEST 20.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°07'02" EAST 87.34 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 60°10'07" WEST 457.28 FEET; THENCE NORTH 67°36'37" WEST 167.64 FEET; THENCE NORTH 80°30'18" WEST 90.60 FEET; THENCE SOUTH 85°23'01" WEST 262.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FUTURE COLORADO STATE HIGHWAY 119; THENCE NORTH 62°53'22" WEST 283.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FUTURE COLORADO STATE HIGHWAY 119; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 75°40'55" WEST 67.39 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID ARC HAVING A RADIUS OF 1490.00 FEET, A CENTRAL ANGLE OF 32°40'14", CHORD WHICH BEARS SOUTH 73°50'28" WEST 838.15 FEET), A DISTANCE OF 849.61 FEET; THENCE NORTH 89°49'25" WEST 475.88 FEET; THENCE NORTH 89°46'24" WEST 982.78 FEET; THENCE NORTH 88°35'29" WEST 420.12 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE NORTH 00°09'48" EAST 667.21 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°55'52" EAST 914.35 FEET; THENCE SOUTH 63°40'08" EAST 217.90 FEET; THENCE SOUTH 77°55'08" EAST 197.98 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE NORTH 00°16'52" EAST 22.23 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°43'29" EAST 1308.99 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE SOUTH 00°07'45" WEST 27.17 FEET; THENCE LEAVING SAID WEST LINE SOUTH 70°19'39" EAST 1390.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID EAST LINE SOUTH 00°01'24" EAST 156.00 FEET TO THE EAST ONE-QUARTER CORNER OF SECTION 11 AND THE POINT OF BEGINNING; EXCEPTING THEREFROM ALL THAT PORTION OF KEN PRATT BOULEVARD EXTENSION PROJECT IDENTIFIED AS EXHIBIT A (PARCEL 203) AS RECORDED AT RECEPTION NO. 2245625 OF BOULDER COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 11, WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11 NORTH 00°01'24" WEST



156.00 FEET; THENCE LEAVING SAID EAST LINE NORTH 70°19'39" WEST 692.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 50°45'11" WEST 150.84 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID ARC HAVING A RADIUS OF 1761.04 FEET, A CENTRAL ANGLE OF 05°29'39", CHORD WHICH BEARS SOUTH 52°22'40" EAST 168.80 FEET), A DISTANCE OF 168.87 FEET; THENCE NORTH 62°53'22" WEST 283.34 FEET; THENCE NORTH 45°50'30" EAST 191.46 FEET; THENCE NORTH 46°31'44" EAST 70.38 FEET; THENCE SOUTH 70°19'39" EAST 333.74 FEET TO THE POINT OF BEGINNING.

RESERVING TO GRANTOR all minerals, including sand, gravel, gold and related materials and the right to mine and remove the same until December 31, 2035 or completion of mining activities, as defined in that certain Purchase Agreement dated May 29, 2003 between Grantor and County of Boulder, in accordance with the mining and reclamation plan approved for the Property by the Colorado Division of Minerals and Geology and the Boulder County Board of County Commissioners on October 3, 2003 under Boulder County Land Use File No. SV-94-22-24.

RESERVING TO GRANTOR all proceeds from the sale of reserved minerals and/or royalties from any lease to mine such reserved minerals for the duration of mining and reclamation activities or until December 31, 2035.

RESERVING TO GRANTOR the right to remove any excess sand, gravel, overburden and topsoil for a period of 3 months following completion of mining and reclamation activities.

RESERVING TO GRANTOR A 25 FEET WIDE ACCESS EASEMENT ACROSS A PORTION OF THE EAST HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 11, WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85 FEET
THENCE SOUTH 89°41'48" WEST 20.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET AND THE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET SOUTH 00°07'02" EAST 27.80 FEET;
THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 64°11'36" WEST 37.15 FEET;
THENCE SOUTH 25°48'24" WEST 49.11 FEET;
THENCE NORTH 60°10'07" WEST 25.06 FEET;
THENCE NORTH 25°48'24" EAST 72.35 FEET;
THENCE SOUTH 64°11'36" EAST 50.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET AND THE POINT OF BEGINNING.

RESERVING TO GRANTOR all historical access to irrigation ditches and headgates.

RESERVING TO GRANTOR the right to use all well and well rights and subsurface water and the two Bonus Ditch Company shares in conjunction with the agricultural lease between Grantor and Grantee and Grantor's sand, gravel and gold mining activities.

RESERVING TO GRANTOR all payments due under (a) the Amended and Restated Agreement for Possession and Use dated May 24, 2002, recorded June 5, 2002 as Reception No. 2294476 and (b) Bonus Ditch Company Construction and Maintenance Agreement dated March 6, 2003, recorded March 27, 2003 as Reception No. 2417072.



2465972

Page: 4 of 4
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Boulder County Clerk, CO WD

EXHIBIT B
Exceptions

RECORDER'S NOTE:
PORTION OF RECORDED DOCUMENT
MAY NOT REPRODUCE LEGIBLY.

1. Taxes and assessments for the year 2003, a lien, but not yet due or payable.
 2. RESERVATION OF RIGHT OF PROPRIETOR OF ANY PENETRATING VEIN OR LODE TO EXTRACT HIS ORE, IN U.S. PATENT RECORDED FEBRUARY 21, 1873 IN BOOK V AT PAGE 245.
 3. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, AS RESERVED IN WARRANTY DEED RECORDED DECEMBER 11, 1876 IN BOOK 42 AT PAGE 176.
 4. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, FOR MILL DITCH, AS RESERVED IN WARRANTY DEED RECORDED JULY 3, 1891 IN BOOK 155 AT PAGE 220.
 5. EASEMENT(S) AS RESERVED IN WARRANTY DEED RECORDED OCTOBER 30, 1922 IN BOOK 479 AT PAGE 527.
 6. NOTICE RECORDED JUNE 25, 1986 ON FILM 1415 AS RECEPTION NO. 768891, STATING THAT PANHANDLE EASTERN PIPELINE COMPANY, MAY HAVE UNDERGROUND FACILITIES OR MAY PLACE UNDERGROUND FACILITIES IN THE FUTURE ANYWHERE WITHIN ITS GENERAL SERVICE AREA.
 7. RIGHT OF WAY, WHETHER IN FEE OR EASEMENT ONLY, AS DISCLOSED BY AGREEMENT FOR POSSESSION AND USE RECORDED SEPTEMBER 18, 1987 ON FILM 1496 AS RECEPTION NO. 877744, TOGETHER WITH THE TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS THEREIN.
 8. EASEMENT AND RIGHT OF WAY FOR UTILITY LINES AS GRANTED TO THE COUNTY OF BOULDER IN THE INSTRUMENT RECORDED NOVEMBER 13, 1987 ON FILM 1504 AS RECEPTION NO. 888608.
 9. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN TEMPORARY CONSTRUCTION AND UTILITY EASEMENT RECORDED MARCH 18, 2002 AS RECEPTION NO. 2266261.
 10. RIGHTS OF WAY, WHETHER IN FEE OR EASEMENT ONLY FOR SAINT VRAIN CREEK, LEFTHAND CREEK BONUS DITCH AS SHOWN ON BOULDER COUNTY ASSESSORS MAP.
 11. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE RIGHT OF WAY FOR QUAIL ROAD, NORTH 119TH. STREET, KEN PRATT BOULEVARD.
 12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT FOR POSSESSION AND USE RECORDED JANUARY 23, 2002 AS RECEPTION NO. 2245466 AND JANUARY 23, 2002 AS RECEPTION NO. 2245625 AND AMENDED AND RESTATED AGREEMENT FOR POSSESSION AND USE RECORDED JUNE 5, 2002 AS RECEPTION NO. 2294476.
 13. EXISTING LEASES OR TENANCIES.
 14. ANY WATER RIGHTS OR CLAIMS OR TITLE TO WATER IN, ON OR UNDER THE LAND.
 15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN BONUS DITCH COMPANY CONSTRUCTION AND MAINTENANCE AGREEMENT RECORDED MARCH 27, 2003 AS RECEPTION NO. 2417072.
 16. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN EASEMENT AGREEMENT RECORDED MARCH 27, 2003 AS RECEPTION NO. 2417081.
- Subject to the terms and conditions as set forth in that certain Purchase Agreement dated May 29, 2003 between Grantor and County of Boulder.
 - Subject to (a) agricultural lease with Tom Anderson, (b) lease for mining and related activities with Aggregate Industries, Inc. and (c) lease of house to City of Longmont through December 31, 2003, for which Grantor reserves the right to receive the rental payments.

See Exhibit B - this is the deed for
City of Longmont #3

SPECIAL WARRANTY DEED
(Statutory Form, C.R.S. § 38-30-113)

Grantor, **DIAMOND G CONCRETE COMPANY**, a Colorado corporation, whose address is PO Box 54, Longmont, Colorado 80502, of the County of Boulder and State of Colorado, for the consideration of ONE MILLION FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,470,150.00), in hand paid, hereby sells and conveys to Grantee, the **CITY OF LONGMONT**, a Colorado municipal corporation, whose street address is 350 Kimbark Street, Longmont, Colorado 80501, of the County of Boulder and State of Colorado, the following real property in the County of Boulder and State of Colorado, to wit:

LOT 5, IRWIN THOMAS FIRST FILING
COUNTY OF BOULDER, STATE OF COLORADO

with all its appurtenances and warrants the title to the same against all persons claiming under Grantor, subject to general taxes for 2022 and subsequent years and subject to easements, restrictions, covenants, conditions, reservations and rights of way or record, if any.

Grantor shall not disturb, conduct operations, or enter upon the property for any reason.

Signed this 22nd day of February, 2022.

DIAMOND G CONCRETE COMPANY

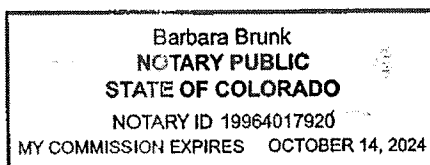
By: 
Reginald V. Golden, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 22nd of February, 2022, by Reginald V. Golden as President of Diamond G Concrete Company, a Colorado corporation.

Witness my hand and official seal.

(S E A L)




Notary Public

See Exhibit B
this is the plat that
dedicated the ROW
and Outlot A to the
City of Longmont #6

IRWIN THOMAS FIRST FILING FINAL PLAT

A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO

ENGINEERING & SURVEYING

TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970)-226-0557

MAJESTIC SURVEYING
1111 DIAMOND VALLEY DR SUITE #104
WINDSOR, CO 80550
(970)-833-5698

OWNER

DIAMOND G CONCRETE COMPANY
(303)-588-9229

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

COUNTY OF BOULDER)SS

I CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK _____ M. THIS _____ DAY OF _____, 20__.

AND IS RECORDED IN PLAN FILE _____.

RECEPTION NO. _____.

DEPUTY _____ RECORDER _____.

FEES _____.

MORTGAGEE'S CONSENT

THE UNDERSIGNED GOLDEN FARM LLLP, AS A BENEFICIARY OF A DEED OF TRUST WHICH CONSTITUTES A LIEN UPON THE DECLARANT'S PROPERTY, RECORDED UNDER RECEPTION NUMBER **03858900**, WITH THE BOULDER COUNTY CLERK AND RECORDER, CONSENTS TO THE DEDICATION OF LAND TO STREETS, ALLEYS, ROADS, AND OTHER PUBLIC AREAS AS DESIGNATED ON THIS PLAT, AND FOREVER RELEASES SAID DEDICATED LANDS FROM THE LIEN CREATED BY SAID INSTRUMENT.

GOLDEN FARM LLLP [Signature] Dtr 2-4-22
BENEFICIARY NAME SIGNATURE TITLE DATE

NOTARY CERTIFICATE FOR MORTGAGEE'S CONSENT

STATE OF Colorado

COUNTY OF Boulder

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2022.

BY Reynald Y. Golden

Barbara Brunk [Signature]
NOTARY PUBLIC
10/14/2024
COMMISSION EXPIRATION

03948002 03/01/2022 01:27 PM

RF: \$53.00 DF: \$0.00 Page: 1 of 5

Electronically recorded in Boulder County Colorado. Recorded as received.

NOTES

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
3. PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
4. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORDING, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. 394470EW PREPARED BY WESTCOR LAND AND TITLE INSURANCE COMPANY EFFECTIVE NOVEMBER 17, 2020. ONLY THOSE EASEMENTS AND/OR RIGHTS-OF-WAY WHICH ARE DEFINABLE, AS LISTED IN SCHEDULE B, PART 2 (EXCEPTIONS) ITEMS 10-46 OF SAID COMMITMENT FOR TITLE INSURANCE, ARE ADDRESSED AND/OR SHOWN ON THIS PLAT. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
5. THE PRELIMINARY FLOOD INSURANCE RATE MAP FOR BOULDER COUNTY, CO AND INCORPORATED AREAS, MAP NUMBER 08013C0289K, DATED 9/30/2019, PANEL 289 OF 615 WAS UTILIZED FOR THE PLANNING OF THIS SITE PROJECT. THE CITY OF LONGMONT HAS APPEALED THE OVERTOPPING OF HIGHWAY 119 SHOWN IN THE PRELIMINARY FIRMS. THE APPEAL HAS BEEN APPROVED. ALL BUILDING LOTS ARE OUTSIDE OF THE OF THE 100 YEAR FLOODPLAIN DEPICTED IN THE APPEAL.
6. COMMON VEHICLE AND PEDESTRIAN ACCESS MAY BE REQUIRED BETWEEN LOTS DEPENDING ON FUTURE ACCESS LOCATIONS AND CONNECTIVITY. ACCESS REQUIREMENTS WILL BE DETERMINED THROUGH THE SITE PLAN REVIEW PROCESS.
7. THE PROPERTY IS SUBJECT TO AN ANNEXATION AGREEMENT WITH THE CITY OF LONGMONT.
8. ALL DEVELOPMENT OF THE PROPERTY WILL CONFORM TO THE APPROVED CONCEPT PLAN UNLESS AMENDED BY THE CITY COUNCIL.
9. THE PROPERTY WILL COMPLY WITH ALL APPLICABLE MUNICIPAL AND DEVELOPMENT CODE REQUIREMENTS.
10. THE PROPERTY WILL COMPLY WITH THE CITY OF LONGMONT'S REQUIREMENTS FOR DRAINAGE.
11. ALL DEVELOPMENT ON THE PROPERTY SHALL COMPLY WITH THE CITY'S FLOODPLAIN REGULATIONS BASED ON THE BEST FLOODPLAIN DATA AVAILABLE AT THE TIME OF DEVELOPMENT.
12. OUTLOT A IS A PUBLIC USE AND HEREBY DEDICATED TO THE CITY OF LONGMONT. THE OUTLOT IS A BLANKET ACCESS AND UTILITY EASEMENT.
13. MAINTENANCE OF LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY TO BE THE RESPONSIBILITY OF THE ADJACENT LAND OWNER. DEVELOPER SHALL BE RESPONSIBLE UNTIL THE TIME THAT ADJACENT LOTS ARE DEVELOPED, OR OTHER MAINTENANCE AGREEMENT IS EXECUTED.
14. MAINTENANCE OF THE LANDSCAPING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY MEDIANS AND THE TRAFFIC CIRCLES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL AN OWNERS ASSOCIATION IS FORMED.
15. HOUSING PROJECTS WITHIN THE CITY OF LONGMONT ARE SUBJECT TO THE INCLUSIONARY HOUSING (IH) REQUIREMENTS AS STATED IN LONGMONT MUNICIPAL CODE 15.05.220. THE CODE REQUIRES THAT RESIDENTIAL CONSTRUCTION PROJECTS PROVIDE 12% OF THE UNITS IN THE HOUSING DEVELOPMENT AS AFFORDABLE AND MUST MEET THE CODE DEFINITION OF AFFORDABLE. THE CODE ALSO PROVIDES A NUMBER OF OPTIONS TO FULFILL THIS REQUIREMENT. FINAL DETAILS ON HOW EACH PROJECT WILL MEET ITS IH OBLIGATION ARE REQUIRED TO BE INCLUDED ON THE FINAL SITE PLAN.
16. LOTS 2 AND 3 MAY BE SUBDIVIDED IN THE FUTURE GENERALLY CONSISTENT WITH THE PRELIMINARY SUBDIVISION PLAT - LOT LINES MAY BE ADJUSTED TO ACCOMMODATE PROPOSED USES, ACCESS, AND EASEMENTS IN ACCORDANCE WITH ALL CITY REQUIREMENTS AND CODES.
17. ANY PRIVATE UTILITIES INSTALLED WITHIN AN LPC/WATER EASEMENT MAY BE SUBJECT TO RELOCATION AT THE UTILITY OWNERS EXPENSE TO ACCOMMODATE MAINTENANCE OR REPLACEMENT OF CITY UTILITIES.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE CENTER-WEST 1/16TH CORNER OF SECTION 11
THENCE S00°23'38" W A DISTANCE OF 81.07 FEET TO THE POINT OF BEGINNING:

THENCE N 87°01'49" E A DISTANCE OF 366.87 FEET;
THENCE S 89°49'17" E A DISTANCE OF 997.77 FEET;
THENCE S 0°10'12" W A DISTANCE OF 53.29 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 515.50 FEET, A CENTRAL ANGLE OF 15°17'16", AN ARC LENGTH OF 137.55 FEET AND A CHORD THAT BEARS S 07°48'50" W A DISTANCE OF 137.14';
THENCE S 15°27'29" W A DISTANCE OF 65.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.00 FEET, A CENTRAL ANGLE OF 21°12'11", AN ARC LENGTH OF 97.70 FEET AND A CHORD THAT BEARS S 26°03'34" W A DISTANCE OF 97.14';
THENCE S 36°39'40" W A DISTANCE OF 35.39 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 81.50 FEET, A CENTRAL ANGLE OF 11°50'45", AN ARC LENGTH OF 16.85 FEET AND A CHORD THAT BEARS S 30°44'17" W A DISTANCE OF 16.82';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 231.50 FEET, A CENTRAL ANGLE OF 3°54'39", AN ARC LENGTH OF 15.80 FEET AND A CHORD THAT BEARS S 22°51'35" W A DISTANCE OF 15.80';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 30°27'07", AN ARC LENGTH OF 28.57 FEET AND A CHORD THAT BEARS S05°40'42" W A DISTANCE OF 26.26';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.50 FEET, A CENTRAL ANGLE OF 40°26'20", AN ARC LENGTH OF 44.82 FEET AND A CHORD THAT BEARS S29°46'02" E A DISTANCE OF 43.89';
THENCE S 38°06'19" W A DISTANCE OF 83.01 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 79.50 FEET, A CENTRAL ANGLE OF 87°42'16", AN ARC LENGTH OF 121.69 FEET AND A CHORD THAT BEARS S75°41'48" W A DISTANCE OF 110.16';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 123.50 FEET, A CENTRAL ANGLE OF 27°19'24", AN ARC LENGTH OF 58.89 FEET AND A CHORD THAT BEARS S18°10'58" W A DISTANCE OF 58.34';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 19°56'55", AN ARC LENGTH OF 13.93 FEET AND A CHORD THAT BEARS S05°27'11" E A DISTANCE OF 13.86';
THENCE S 15°25'38" E A DISTANCE OF 14.34 FEET;
THENCE S 0°03'11" E A DISTANCE OF 995.52 FEET;
THENCE S 12°12'33" W A DISTANCE OF 15.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 76°52'42", AN ARC LENGTH OF 134.18 FEET AND A CHORD THAT BEARS S37°36'13" E A DISTANCE OF 124.34';
THENCE S 0°00'31" E A DISTANCE OF 75.45 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 57°37'16", AN ARC LENGTH OF 100.57 FEET AND A CHORD THAT BEARS S48°07'35" W A DISTANCE OF 96.38';
THENCE S 00°24'21" E A DISTANCE OF 46.21 FEET;
THENCE S 89°35'39" W A DISTANCE OF 81.00 FEET;
THENCE N 00°24'21" W A DISTANCE OF 44.83 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 66°38'24", AN ARC LENGTH OF 116.31 FEET AND A CHORD THAT BEARS N48°32'58" W A DISTANCE OF 109.86';
THENCE S 80°17'44" W A DISTANCE OF 33.29 FEET;
THENCE N 89°39'38" W A DISTANCE OF 852.25 FEET;
THENCE S 61°00'42" W A DISTANCE OF 26.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 17°22'48", AN ARC LENGTH OF 15.17 FEET AND A CHORD THAT BEARS N31°58'47" E A DISTANCE OF 15.11';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.50 FEET, A CENTRAL ANGLE OF 85°37'33", AN ARC LENGTH OF 94.90 FEET AND A CHORD THAT BEARS N02°08'31" W A DISTANCE OF 86.31';
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 21°45'11", AN ARC LENGTH OF 18.98 FEET AND A CHORD THAT BEARS N34°04'41" W A DISTANCE OF 18.87';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 636.00 FEET, A CENTRAL ANGLE OF 04°49'23", AN ARC LENGTH OF 53.54 FEET AND A CHORD THAT BEARS N06°39'25" W A DISTANCE OF 53.52';
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 730.50 FEET, A CENTRAL ANGLE OF 11°17'51", AN ARC LENGTH OF 144.04 FEET AND A CHORD THAT BEARS N10°34'16" W A DISTANCE OF 143.81';
THENCE N 0°23'38" E A DISTANCE OF 1503.20 FEET; TO THE POINT OF BEGINNING,

CONTAINING AN AREA OF 2,128,386 SQUARE FEET OR 48.86 ACRES.

PROPERTY OWNER DEDICATION AND ACKNOWLEDGMENT

DIAMOND G CONCRETE COMPANY BEING THE OWNER OF THE LAND DESCRIBED HEREIN HAS CAUSED SAID LAND TO BE PLATTED UNDER THE NAME OF IRWIN THOMAS FIRST FILING AND DEDICATE TO THE PUBLIC FOREVER ALL PUBLIC STREETS AND RIGHTS-OF-WAYS, EASEMENTS, AND OTHER PLACES DESIGNATED OR DESCRIBED AS FOR PUBLIC USES ON THIS PLAT. ALL CONDITIONS, TERMS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED ON THIS DOCUMENT SHALL BE BINDING ON THE OWNERS, AND THEIR HEIRS, SUCCESSORS, AND ASSIGNS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 4 DAY OF February, 2022.

Diamond G Concrete Co by [Signature]

PROPERTY OWNER

NOTARY CERTIFICATE FOR PROPERTY OWNER ACKNOWLEDGMENT

STATE OF Colorado

COUNTY OF Boulder

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2022.

BY Reynald Y. Golden

Barbara Brunk [Signature]
NOTARY PUBLIC

10/14/2024

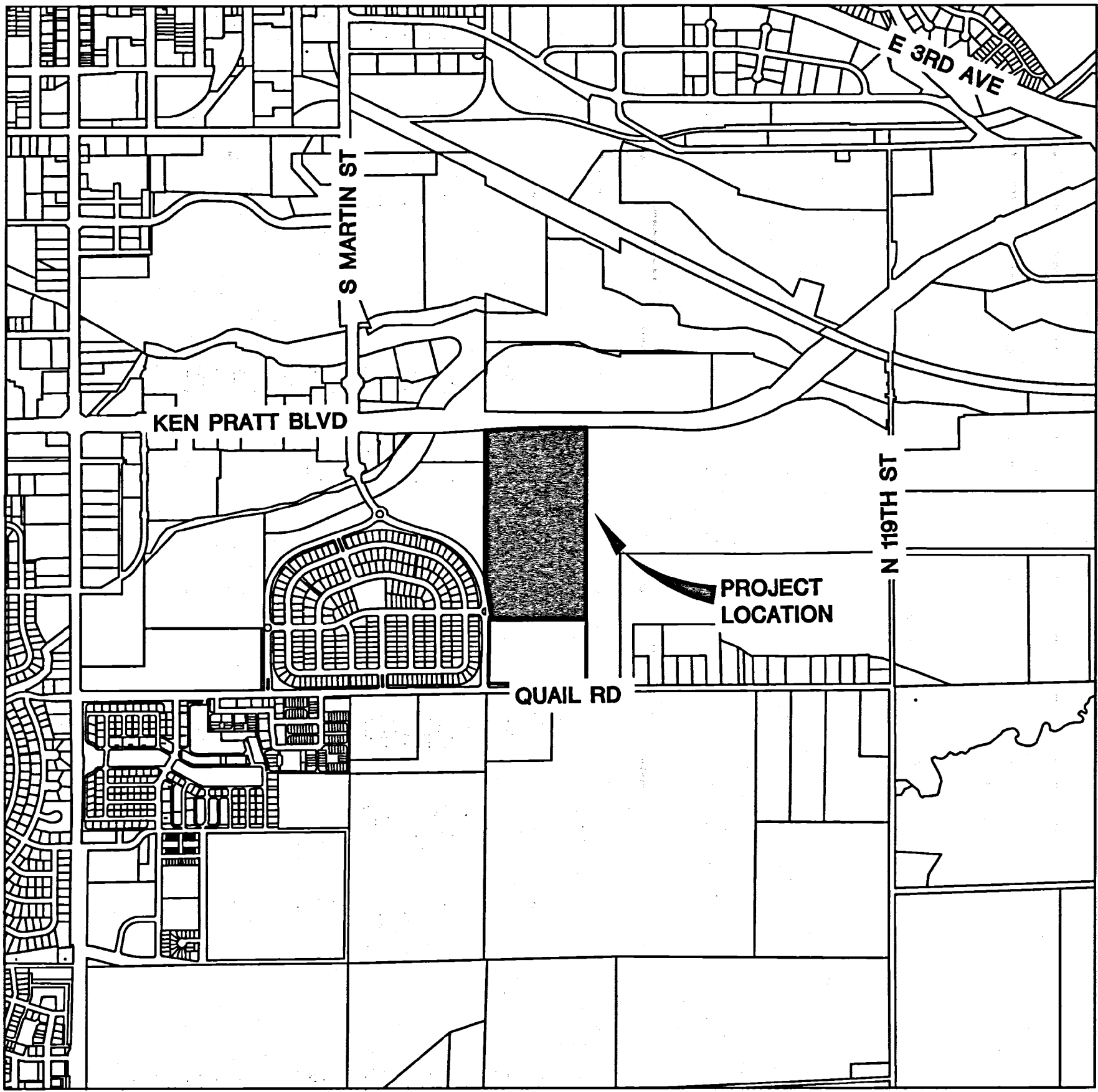
COMMISSION EXPIRATION

MAYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF THE ABOVE DESCRIBED PROPERTY IS APPROVED BY THE CITY OF LONGMONT, COLORADO, AND THAT THE MAYOR HEREBY ACCEPTS ALL PUBLIC STREETS, EASEMENTS, RIGHTS-OF-WAY, AND OTHER PLACES DESIGNATED OR DESCRIBED AS FOR PUBLIC USE FOR ALL PURPOSES INDICATED ON THIS PLAT.

[Signature]
MAYOR, CITY OF LONGMONT

ATTEST: [Signature]



VICINITY MAP

NOT TO SCALE

| DESCRIPTION | SIZE (AC) | % | O&M RESPONSIBILITY |
|-------------|-----------|--------|--------------------|
| LOT 1 | 16.82 | 34.42 | OWNER |
| LOT 2 | 3.70 | 7.57 | OWNER |
| LOT 3 | 2.91 | 5.96 | OWNER |
| LOT 4 | 1.41 | 2.89 | OWNER |
| LOT 5 | 9.00 | 18.42 | OWNER |
| LOT 6 | 7.28 | 14.90 | OWNER |
| OUTLOT A | 1.01 | 2.07 | CITY OF LONGMONT |
| ROW | 6.73 | 13.77 | CITY OF LONGMONT* |
| TOTAL | 48.86 | 100.00 | |

* EXCEPT AS INDICATED BY NOTES 13 AND 14 OF THIS PLAT.

INDEX TO PLANS

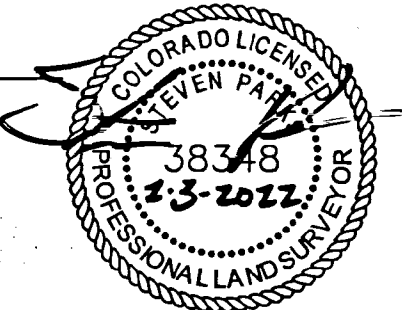
| | |
|--------------|-----|
| PLAT COVER | 1 |
| PLAT OVERALL | 2 |
| PLAT | 3-5 |

SURVEYOR CERTIFICATE

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLETED ACCORDING TO APPLICABLE STATE OF COLORADO REQUIREMENTS.

SURVEYOR

DATE



BASIS OF BEARING STATEMENT

THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING BOUNDED ON THE NORTH END BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 34993 AND ON THE SOUTH END BY A #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED LS 20685, HEREON IS ASSUMED TO BEAR N00°23'38" E A DISTANCE OF 2618.53'.

IRWIN THOMAS FIRST FILING

FINAL SUBDIVISION PLAT

FINAL PLAT COVER



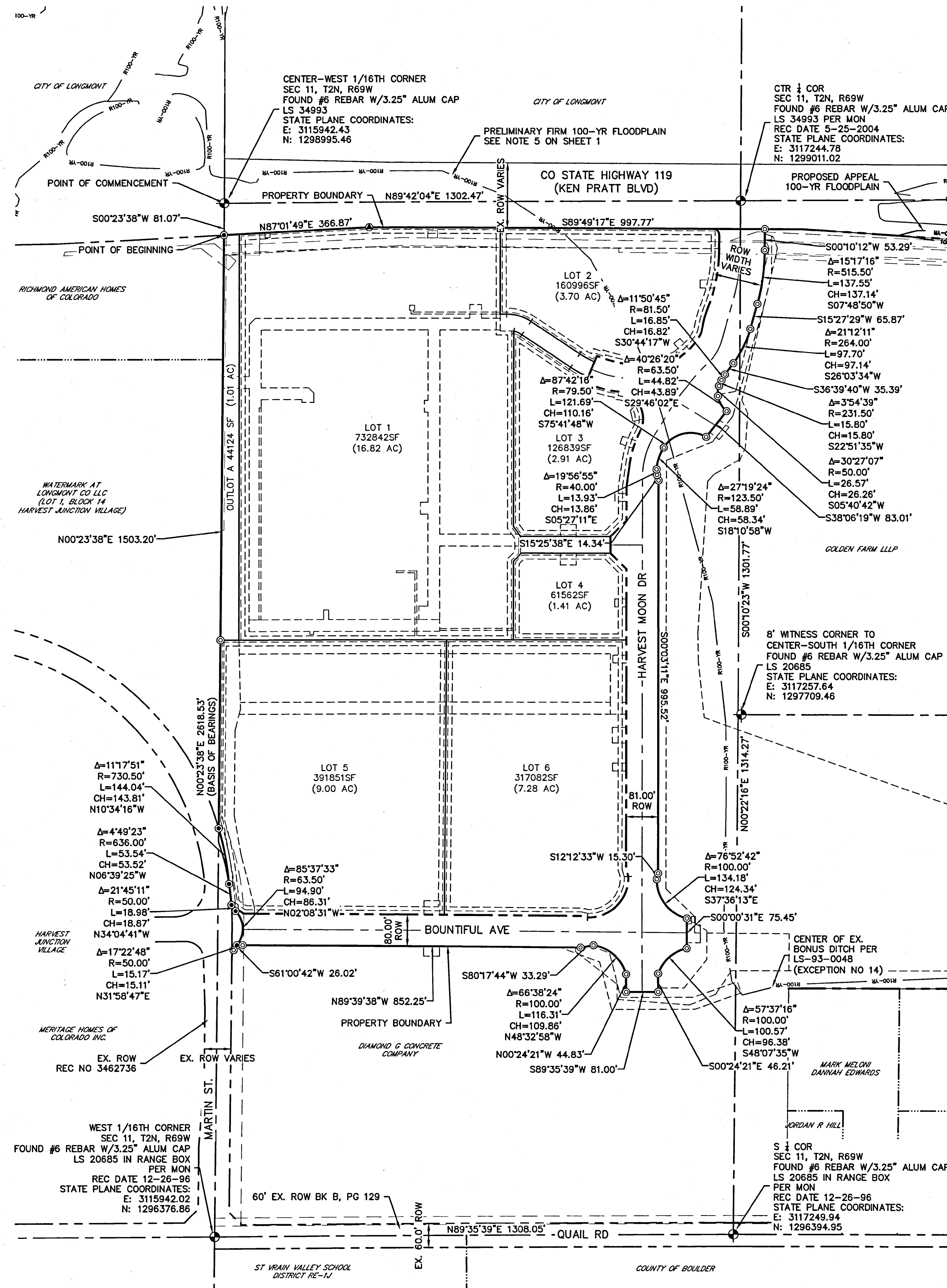
JOB NO. 1241.0001.00

SCALE NTS

DATE JANUARY 2022





SHEET

1 of 5



ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON

LEGEND

- | | |
|---|--|
|  | FOUND ALIQUOT CORNER AS DESCRIBED |
|  | SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348 |
|  | FOUND #4 REBAR W/RED PLASTIC CAP LS 38348 |
|  | FOUND #5 REBAR W/RED PLASTIC CAP LS 28283 |
| ————— | LOT LINE |
| - - - - - | ADJACENT LOT LINE |
| — · — · — · — · — · — · — · — · — · — | RIGHT-OF-WAY |
| — · — · — · — · — · — · — · — · — · — | EXISTING RIGHT-OF-WAY |
| — · — · — · — · — · — · — · — · — · — | EXISTING SECTION LINE |
| - - - - - | EXISTING EASEMENT |
| ----- | EASEMENT |
| ————— | PLAT BOUNDARY |
| ————— R100-YR ————— | PRELIMINARY FIRM 100-YR FLOOD PLAIN |
| ————— 100-YR ————— | PROPOSED APPEAL 100-YR FLOOD PLAIN |
| U.E. | UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| R.O.W. | RIGHT OF WAY |
| EX. | EXISTING |
| PROP. | PROPOSED |
| ESMT. | EASEMENT |
| ELEC. | ELECTRIC |

HORIZONTAL COORDINATES: COLORADO NORTH ZONE
SCALE FACTOR 1.000274285 (0.99972579)

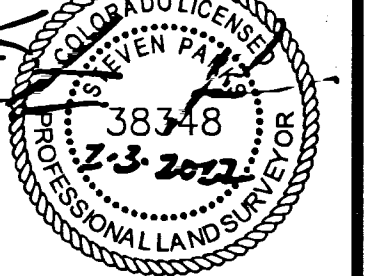
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STE

CHECKED JAB

DESIGNED STE

0001 Plat



**IRWIN THOMAS FIRST FILING
FINAL SUBDIVISION PLAT**

FINAL PLAT OVERALL



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

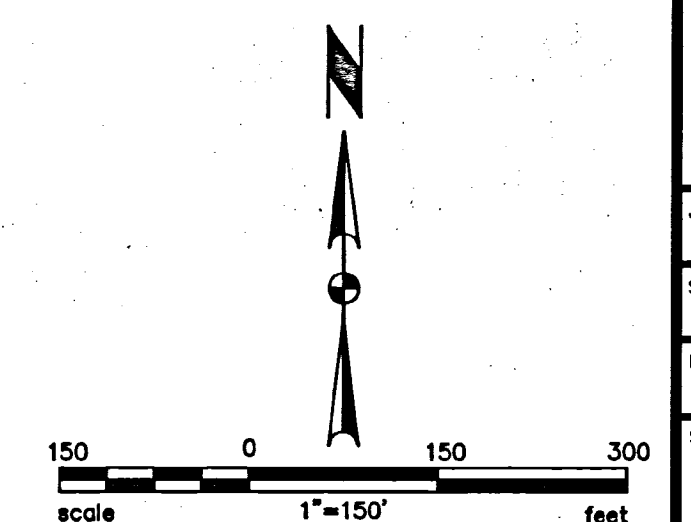
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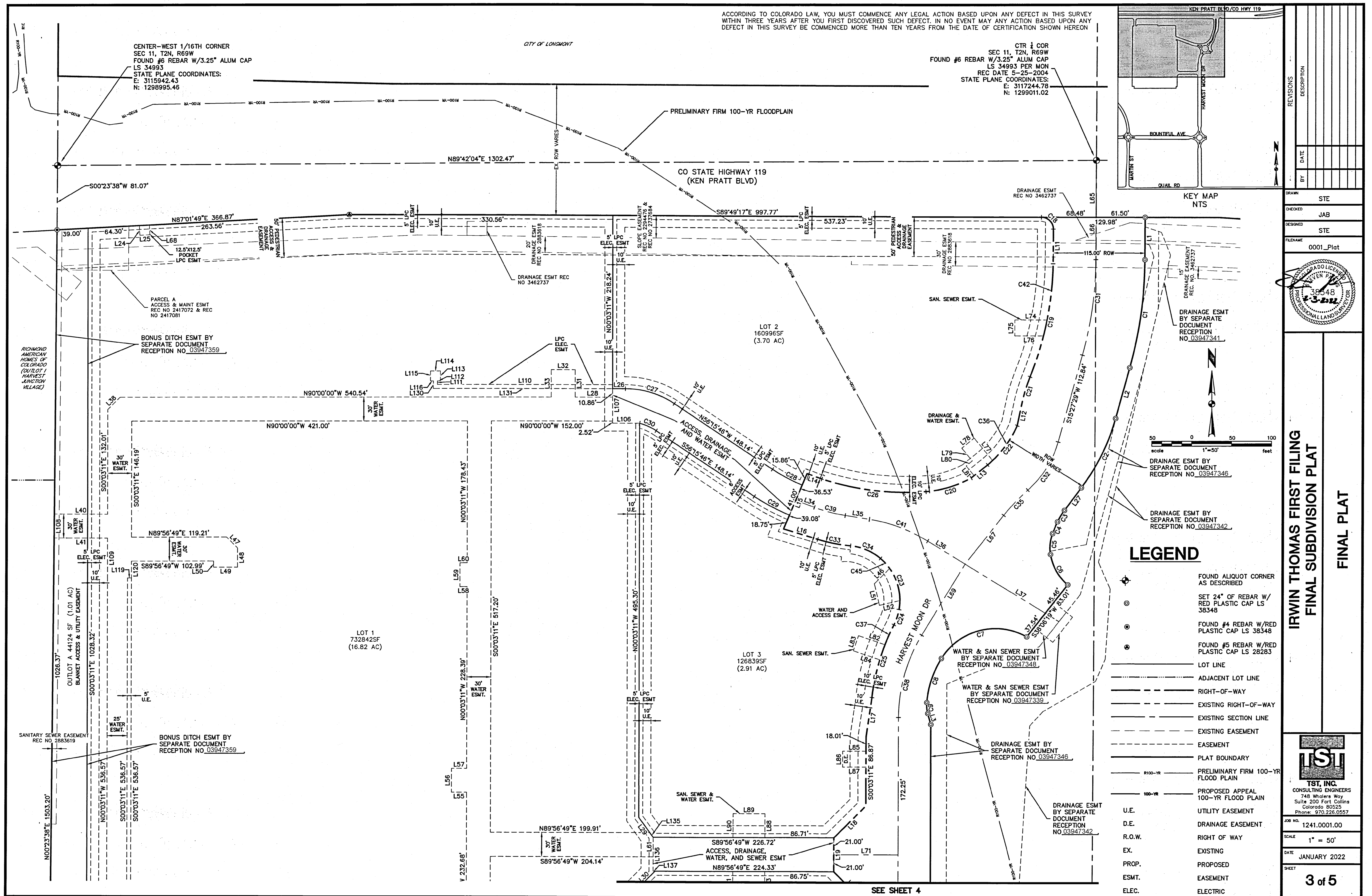
SCALE 1" = 150'

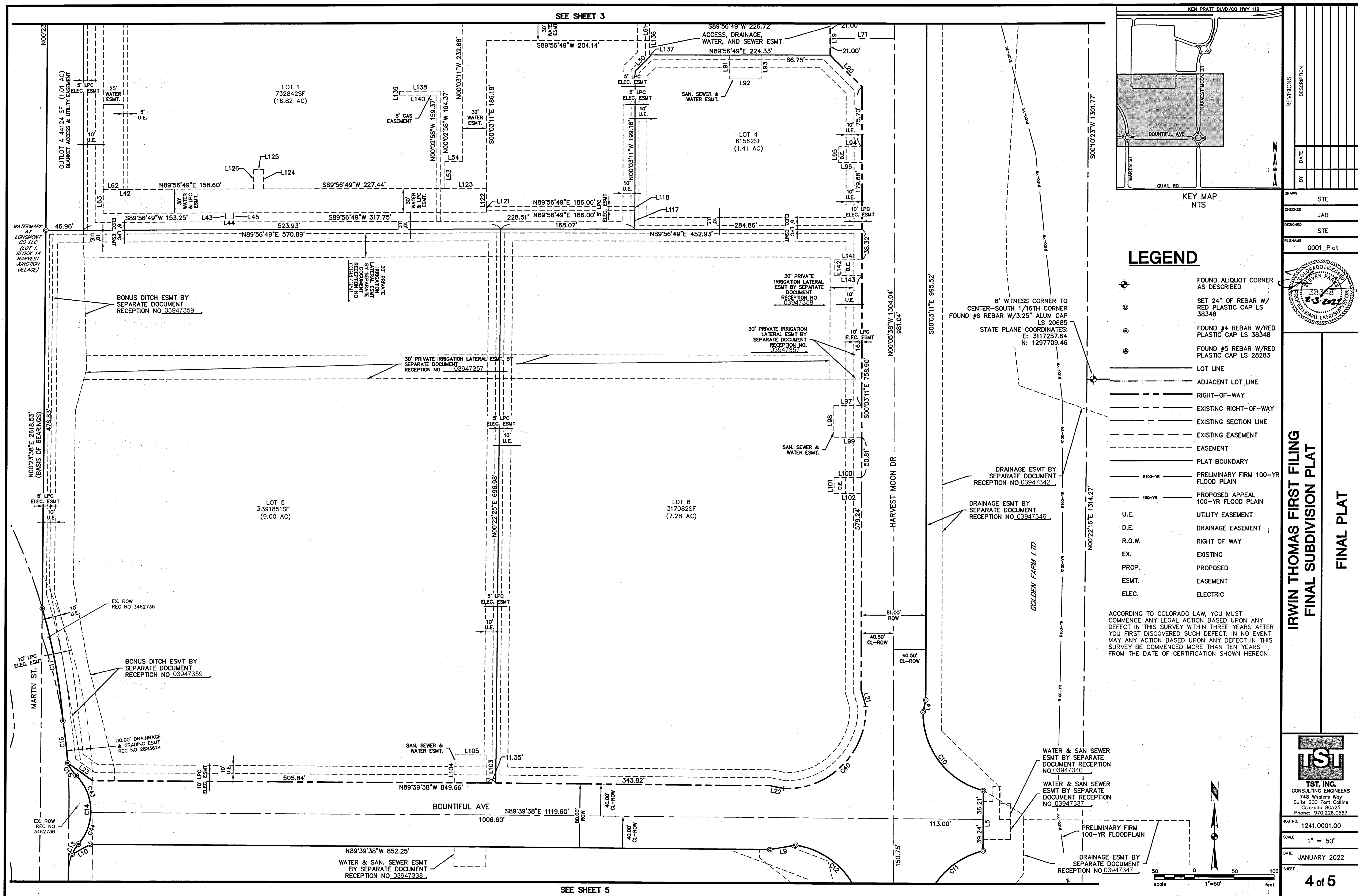
DATE JANUARY 2022

HEET

2 of 5







| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | DIRECTION |
| L1 | 53.29 | S01°01'21"W |
| L2 | 65.87 | S15°27'29"W |
| L3 | 14.34 | S15°25'38"E |
| L4 | 15.30 | S12°12'33"W |
| L5 | 75.45 | S00°03'31"E |
| L6 | 46.21 | S02°42'21"E |
| L7 | 81.00 | N89°35'39"E |
| L8 | 44.83 | N02°42'21"W |
| L9 | 33.29 | S80°17'44"W |
| L10 | 26.02 | S61°00'42"W |
| L11 | 43.40 | S01°43'34"W |
| L12 | 27.33 | S11°39'06"W |
| L13 | 26.48 | S51°00'04"W |
| L14 | 19.91 | N70°15'19"W |
| L15 | 75.61 | S22°41'52"W |
| L16 | 44.87 | S73°23'41"E |
| L17 | 49.93 | S81°11'31"W |
| L18 | 56.57 | S44°56'49"W |
| L19 | 42.00 | S00°31'11"E |
| L20 | 56.57 | S45°03'11"E |
| L21 | 21.34 | S16°09'41"E |
| L22 | 17.80 | N78°14'37"W |
| L23 | 38.24 | N54°41'37"W |
| L24 | 12.50 | N2°58'11"W |
| L25 | 12.50 | N87°01'49"E |
| L26 | 16.15 | N90°00'00"W |
| L27 | 35.39 | S36°39'40"W |
| L28 | 47.06 | N89°59'19"W |
| L29 | 30.97 | N35°55'03"W |
| L30 | 29.00 | N45°01'11"E |
| L31 | 34.62 | N00°31'11"W |
| L32 | 30.00 | S89°57'53"W |
| L33 | 34.61 | S00°31'11"E |
| L34 | 15.88 | S69°30'01"E |
| L35 | 30.75 | S80°59'09"E |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | DIRECTION |
| L36 | 55.00 | S58°31'16"E |
| L37 | 118.14 | S58°28'59"E |
| L38 | 21.76 | S45°00'00"W |
| L40 | 66.75 | N89°47'58"W |
| L41 | 66.88 | N89°47'58"W |
| L42 | 5.00 | S89°56'49"W |
| L43 | 7.50 | N00°03'11"W |
| L44 | 10.00 | S89°56'49"W |
| L45 | 7.50 | S00°03'11"E |
| L46 | 27.09 | S45°00'00"W |
| L47 | 19.51 | S45°03'11"E |
| L48 | 23.91 | S00°00'00"E |
| L49 | 30.00 | N90°00'00"W |
| L50 | 7.67 | N00°00'00"E |
| L51 | 28.10 | S13°04'14"E |
| L52 | 26.37 | N76°55'46"E |
| L53 | 33.91 | N00°00'34"E |
| L54 | 22.42 | N89°58'29"E |
| L55 | 19.00 | S89°56'20"W |
| L56 | 30.00 | N00°03'40"W |
| L57 | 19.00 | N89°56'20"E |
| L58 | 9.00 | S89°56'49"W |
| L59 | 30.00 | N00°03'11"W |
| L60 | 9.00 | N89°56'49"E |
| L61 | 24.14 | S00°31'11"E |
| L62 | 25.00 | S89°56'49"W |
| L63 | 30.00 | N00°03'11"W |
| L65 | 73.69 | S01°01'33"W |
| L66 | 53.30 | S01°01'33"W |
| L67 | 77.72 | S38°20'46"W |
| L68 | 12.50 | N2°58'11"W |
| L69 | 104.44 | S31°07'31"W |
| L71 | 80.50 | N89°56'49"E |
| L74 | 40.38 | S89°49'47"E |
| L75 | 20.00 | N01°01'33"E |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | DIRECTION |
| L76 | 35.98 | N89°49'47"W |
| L77 | 36.53 | S39°28'16"E |
| L78 | 20.00 | N50°31'44"E |
| L79 | 20.83 | S39°28'16"E |
| L80 | 10.00 | S50°31'44"W |
| L81 | 15.88 | S39°28'16"E |
| L82 | 35.02 | N71°06'16"W |
| L83 | 20.00 | S18°33'44"W |
| L84 | 35.02 | S71°06'16"E |
| L85 | 29.31 | N90°00'00"W |
| L86 | 20.00 | S00°00'00"E |
| L87 | 29.33 | N90°00'00"E |
| L88 | 30.00 | S00°02'11"W |
| L89 | 40.00 | N89°56'49"E |
| L90 | 30.00 | N00°01'36"E |
| L91 | 30.00 | S00°00'00"E |
| L92 | 40.00 | N89°56'49"E |
| L93 | 30.00 | N00°00'00"E |
| L94 | 29.15 | N90°00'00"W |
| L95 | 20.00 | S00°00'00"E |
| L96 | 29.17 | N90°00'00"E |
| L97 | 35.00 | N90°00'00"W |
| L98 | 40.00 | N00°03'11"W |
| L99 | 35.00 | S90°00'00"E |
| L100 | 34.48 | S89°56'49"W |
| L101 | 20.00 | S00°31'11"E |
| L102 | 34.48 | N89°56'49"E |
| L103 | 35.00 | S02°46'W |
| L104 | 35.00 | N02°11'18"E |
| L105 | 40.00 | S89°39'38"E |
| L106 | 34.00 | N89°56'49"E |
| L107 | 43.37 | S00°31'11"E |
| L108 | 30.00 | S02°33'38"W |
| L109 | 49.86 | S00°31'11"E |
| L110 | 219.65 | N90°00'00"W |

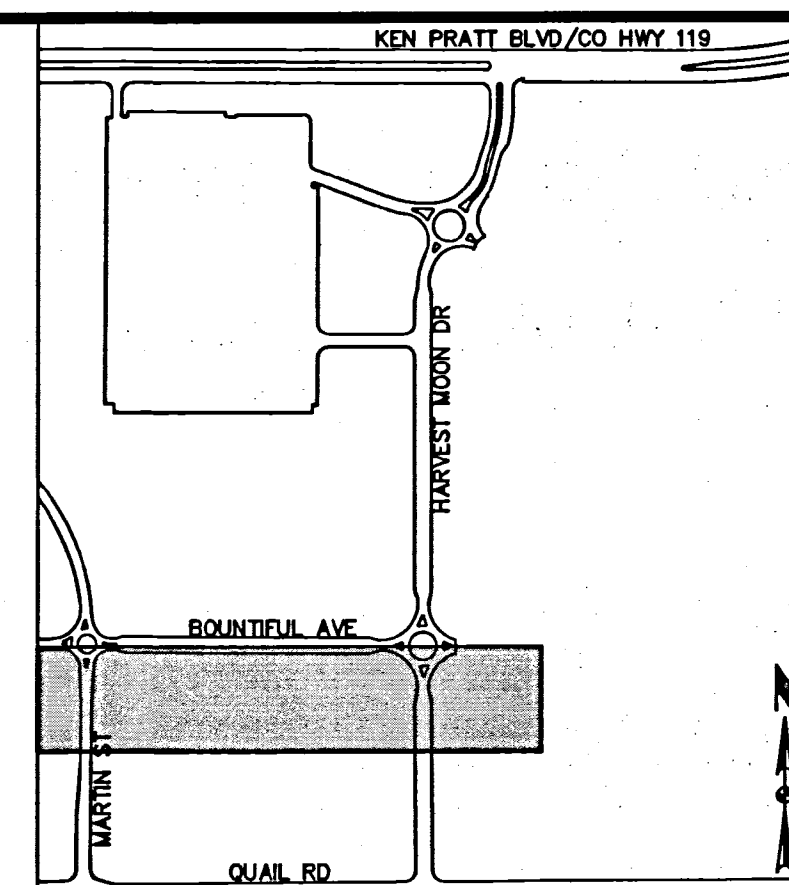
| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | DIRECTION |
| L111 | 4.59 | N00°31'11"W |
| L112 | 3.75 | N89°56'49"E |
| L113 | 12.50 | N00°31'11"W |
| L114 | 12.50 | S89°56'49"W |
| L115 | 12.50 | S00°31'11"E |
| L116 | 3.75 | N89°56'49"E |
| L117 | 23.84 | S00°31'11"E |
| L118 | 5.00 | N00°31'11"W |
| L119 | 5.00 | S89°56'49"W |
| L120 | 21.04 | S00°31'11"E |
| L121 | 5.00 | S00°31'11"E |
| L122 | 30.00 | S00°31'11"E |
| L123 | 52.46 | N89°56'49"E |
| L124 | 24.25 | N00°08'51"E |
| L125 | 12.50 | S89°56'49"W |
| L126 | 24.25 | S00°06'51"W |
| L130 | 9.59 | S00°31'11"E |
| L131 | 224.65 | N90°00'00"W |
| L135 | 7.23 | S35°55'03"E |
| L136 | 42.00 | S00°31'11"E |
| L137 | 2.39 | S89°56'49"W |
| L138 | 51.83 | S89°56'49"W |
| L139 | 5.00 | S00°31'11"E |
| L140 | 46.83 | S89°56'49"W |
| L141 | 33.85 | N90°00'00"W |
| L142 | 20.00 | S00°00'00"E |
| L143 | 33.87 | N90°00'00"E |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|-------------|---------|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 515.50' | 137.55' | 15°17'16" | N7°48'50"E | 137.14' |
| C2 | 264.00' | 97.70' | 21°12'11" | N26°03'34"E | 97.14' |
| C3 | 81.50' | 16.85' | 11°50'45" | S30°44'17"W | 16.82' |
| C4 | 231.50' | 15.80' | 3°54'39" | S22°51'35"W | 15.80' |
| C5 | 50.00' | 26.57' | 30°27'07" | S5°40'42"W | 26.26' |
| C6 | 63.50' | 44.82' | 40°26'20" | S29°46'02"E | 43.89' |
| C7 | 79.50' | 121.69' | 87°42'16" | S75°41'48"W | 110.16' |
| C8 | 123.50' | 58.89' | 27°19'24" | S18°10'58"W | 58.34' |
| C9 | 40.00' | 13.93' | 19°56'55" | S5°27'11"E | 13.86' |
| C10 | 100.00' | 134.18' | 76°52'42" | S37°36'13"E | 124.34' |
| C11 | 100.00' | 100.57' | 57°37'16" | S48°07'35"W | 96.38' |
| C12 | 100.00' | 116.31' | 66°38'24" | N48°32'58"W | 109.86' |
| C13 | 50.00' | 15.17' | 17°22'48" | N31°58'47"E | 15.11' |
| C14 | 63.50' | 94.90' | 85°37'33" | N2°08'31"W | 86.31' |
| C15 | 50.00' | 18.98' | 21°45'11" | N34°04'41"W | 18.87' |
| C16 | 636.00' | 53.54' | 4°49'23" | N6°39'25"W | 53.52' |
| C17 | 730.50' | 144.04' | 11°17'51" | N10°34'16"W | 143.81' |
| C18 | 15.00' | 23.57' | 90°01'45" | S44°48'25"E | 21.22' |
| C19 | 400.50' | 146.01' | 20°53'17" | S11°20'38"W | 145.20' |
| C20 | 138.50' | 59.55' | 24°38'04" | S73°08'23"W | 59.09' |
| C21 | 221.90' | 35.91' | 9°16'23" | S16°47'22"W | 35.87' |
| C22 | 136.50' | 62.20' | 26°06'29" | S36°45'01"W | 61.66' |
| C23 | 68.50' | 71.65' | 59°56'02" | S20°01'26"E | 68.43' |
| C24 | 68.50' | 20.29' | 16°58'03" | S18°25'36"W | 20.21' |
| C25 | 266.50' | 95.66' | 20°33'58" | S16°37'39"W | 95.15' |
| C26 | 333.50' | 132.35' | 22°44'17" | N83°10'27"W | 131.48' |
| C27 | 110.50' | 65.07' | 33°44'14" | N73°07'53"W | 64.13' |
| C28 | 219.50' | 42.29' | 11°02'23" | S61°46'57"E | 42.23' |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|-------------|---------|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C29 | 260.50' | 50.19' | 11°02'23" | S61°46'57"E | 50.11' |
| C30 | 69.50' | 22.83' | 18°49'09" | N65°40'20"W | 22.73' |
| C31 | 454.00' | 121.68' | 15°21'25" | S75°05'55"W | 121.32' |
| C32 | 126.00' | 72.48' | 32°57'32" | S31°56'14"W | 71.48' |
| C33 | 216.50' | 42.05' | 11°07'42" | S78°57'32"E | 41.98' |
| C34 | 68.50' | 41.28' | 34°31'56" | S67°15'25"E | 40.66' |
| C35 | 250.00' | 43.94' | 10°04'14" | S43°22'53"W | 43.88' |
| C36 | 136.50' | 53.92' | 22°37'53" | S35°00'43"W | 53.57' |
| C37 | 266.50' | 27.28' | 5°51'52" | S23°58'42"W | 27.27' |
| C38 | 200.00' | 108.65' | 31°07'31" | S15°33'46"W | 107.32' |
| C39 | 200.00' | 40.09' | 11°29'08" | S75°14'35"E | 40.03' |
| C40 | 100.00' | 163.20' | 93°30'24" | S44°49'50"W | 145.68' |
| C41 | 200.00' | 78.41' | 22°27'51" | S69°45'14"E | 77.91' |
| C42 | 400.50' | 71.37' | 10°12'37" | S6°00'18"W | 71.28' |
| C43 | 63.50' | 51.41' | 46°23'25" | S21°45'35"E | 50.02' |
| C44 | 63.50' | 43.48' | 39°14'08" | S21°03'12"W | 42.64' |
| C45 | 68.50' | 17.07' | 14°16'26" | S42°51'14"E | 17.02' |

LEGEND

| | |
|--|--|
| | FOUND ALIQUOT CORNER AS DESCRIBED |
| | SET 24" OF REBAR W/ RED PLASTIC CAP LS 38348 |
| | FOUND #4 REBAR W/RED PLASTIC CAP LS 38348 |
| | FOUND #5 REBAR W/RED PLASTIC CAP LS 28283 |
| | LOT LINE |
| | ADJACENT LOT LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT |
| | PLAT BOUNDARY |
| | PRELIMINARY FIRM 100-YR FLOOD PLAIN |
| | PROPOSED APPEAL 100-YR FLOOD PLAIN |
| | UTILITY EASEMENT |
| | DRAINAGE EASEMENT |
| | RIGHT OF WAY |
| | EXISTING |
| | PROPOSED |
| | EASEMENT |
| | ELECTRIC |

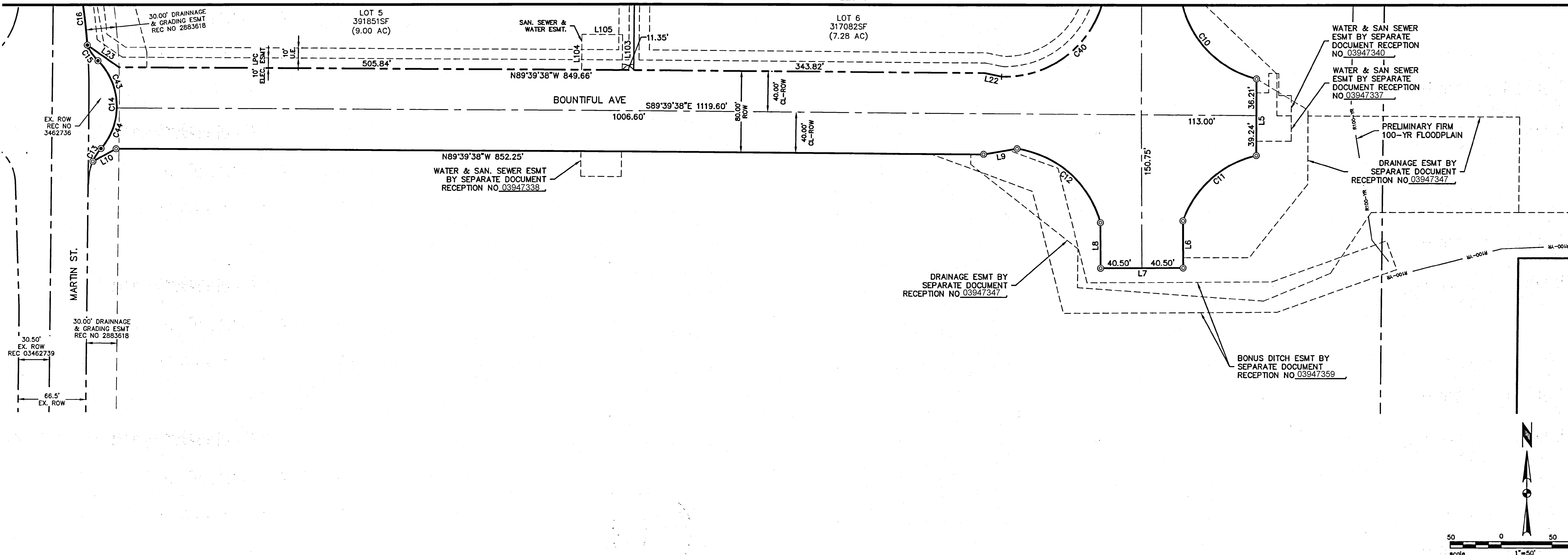


KEY MAP NTS

ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

| REVISIONS | | DESCRIPTION |
|-----------|------|-------------|
| BY | DATE | |
| DRAWN | | STE |
| CHECKED | | JAB |
| DESIGNED | | STE |
| FILENAME | | 0001_Plat |
| | | |
| | | |

SEE SHEET 4

IRWIN THOMAS FIRST FILING
FINAL SUBDIVISION PLAT

FINAL PLAT



TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1241.0001.00

SCALE 1" = 50'

DATE JANUARY 2022

SHEET 5 of 5

See Exhibit B this is the deed
for Costco #2

03948118

03/02/2022 07:54 AM

RF: \$23.00

DF: \$0.00

Page: 1 of 3

Electronically recorded in Boulder County Colorado. Recorded as received.

SPECIAL WARRANTY DEED
(Statutory Form, C.R.S. § 38-30-113)

Grantor, **DIAMOND G CONCRETE COMPANY**, a Colorado corporation, whose address is PO Box 54, Longmont, Colorado 80502, of the County of Boulder and State of Colorado, for the consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, hereby sells and conveys to Grantee, the **COSTCO WHOLESALE CORPORATION**, a Washington corporation, whose address is 999 Issaquah Drive, Issaquah, Washington 98027, the following real property in the County of Boulder and State of Colorado, to wit:

**LOT 1, IRWIN THOMAS FIRST FILING
COUNTY OF BOULDER, STATE OF COLORADO**

with all its appurtenances and warrants the title to the same against all persons claiming under Grantor, subject to general taxes for 2022 and subsequent years and subject to easements, restrictions, covenants, conditions, reservations and rights of way or record described on Exhibit A, attached hereto.

Grantor shall not disturb, conduct operations, or enter upon the property for any reason.

Signed this 22nd day of February, 2022.

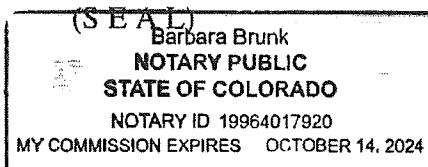
DIAMOND G CONCRETE COMPANY

By: 
Reginald V. Golden, President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 22nd of February, 2022, by Reginald V. Golden as President of Diamond G Concrete Company, a Colorado corporation.

Witness my hand and official seal.





Notary Public

EXHIBIT A
(PERMITTED EXCEPTIONS)

1. Any and all unpaid taxes, assessments and unredeemed tax sales. None due or delinquent as of the Date of Policy.
2. Any water rights, claims of title to water, in, on or under the land.
3. Reservation of right of way across the land for Mill Ditch as set forth in deed recorded July 3, 1891 in Book 155 at Page 220.
4. Reservation of right of way as set forth in deed recorded December 11, 1876 in Book 42 at Page 176.
5. Notice of general description of area served by Panhandle Eastern Pipe Line Company, concerning underground facilities for the transmission and gathering of natural gas as disclosed by instrument recorded June 5, 1986 at Reception No. 768891.
6. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Possession and Use recorded January 23, 2002 at Reception No. 2245625, and Amended and Restated Agreement for Possession and Use recorded June 5, 2002 at Reception No. 2294476.
7. Terms, conditions, provisions, obligations and agreements as set forth in the Bonus Ditch Company Construction and Maintenance Agreement recorded March 27, 2003 at Reception No. 2417072.
8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded March 27, 2003 at Reception No. 2417081.
9. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order recorded May 26, 2005 at Reception No. 2691405 and Amended Rule and Order recorded November 15, 2005 at Reception No. 2737684.
10. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded September 18, 2007 at Reception No. 2883616.
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded September 18, 2007 at Reception No. 2883618.
12. This item has been intentionally deleted.
13. Terms, conditions, provisions, obligations and agreements as set forth in the License Agreement recorded December 31, 2007 at Reception No. 2902073.
14. Terms, conditions, provisions, obligations and agreements as set forth in the License Agreement recorded July 28, 2015 at Reception No. 3462735.

15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded July 28, 2015 at Reception No. 3462737.
16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement for Easements and Deeds recorded July 28, 2015 at Reception No. 3462746.
17. Terms, conditions, provisions, obligations and agreements as set forth in the Ditch Crossing License Agreement recorded September 6, 2016 at Reception No. 3541685.
18. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement to Mine Within 200 feet of Permanent Man-Made Structures recorded September 6, 2016 at Reception No. 3541686.
19. Mineral rights as conveyed by Mineral Deed recorded April 10, 2018 at Reception No. 3649901, and any and all assignments thereof or interests therein.
20. Irwin Thomas No. 1 - Annexation Map recorded May 1, 2018 at Reception No. 3653032.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance O-2017-49 recorded May 2, 2018 at Reception No. 3653532.
22. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Majestic Surveying on February 19, 2021, last revised February 15, 2022, designated 2021043:
 - a. No survey matters.
23. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Irwin Thomas First Filing Final Plat, recorded.

SPECIAL WARRANTY DEED

THIS DEED is made effective this 16th day of November, 2020 between **GOLDEN FARM LLLP**, a Colorado limited liability limited partnership, of the County of Boulder and State of Colorado ("Grantor"), and **DIAMOND G CONCRETE COMPANY**, a Colorado corporation ("Grantee"), whose legal address is 7899 St Vrain Rd, Longmont, Colorado 80503.

WITNESSETH, That the grantor for and in consideration of the sum of NINE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS, (\$9,600,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying, and being in the County of BOULDER and State of Colorado, described as follows:

SEE EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments and appurtenances, including without limitation (a) all easements, servitudes and other rights, now belonging to the Property, (b) all right, title and interest of Grantor, if any, in and to any land lying in the bed of any street, road or alley, open or closed, adjoining the Property to their center line, and (c) all right, title, and interest of Grantor, if any, to the extent the following pertain specifically and exclusively to the Property, in utility rights, paid service fees, development or developer rights, drainage rights, approval rights, easements, agreements with other landowners regarding the construction, installation or cost of utilities, roads or other improvements, permits, licenses, warranties, and governmental concessions and approvals.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except general taxes for 2020 and subsequent years; except easements, restrictions, covenants, conditions, reservations and rights of way or record, if any.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, **BY, THROUGH OR UNDER THE GRANTOR**. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

GOLDEN FARM LLLP

a Colorado limited liability limited
partnership

By: 

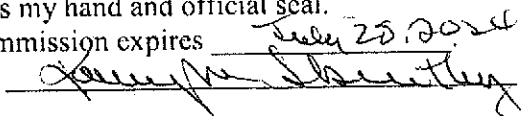
James R. Golden, Authorized Agent
and Trustee of the James R. Golden
Living Trust, Limited Partner of
Golden Farm LLLP

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

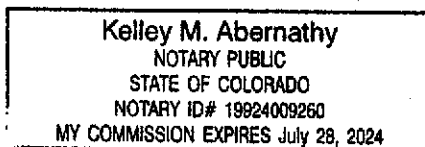
The foregoing instrument was acknowledged before me this 11th day of November, 2020 by
James R. Golden as Authorized Agent and Trustee of the James R. Golden Living Trust, Limited
Partner of Golden Farm LLLP.

Witness my hand and official seal.

My commission expires July 28, 2024



Notary Public



47909



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Page: 1 of 7
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Recorder.

7-1

THIS DEED, Made this 10th day of June 19 97, between

Boulder Creek Farms, Inc.
a corporation duly organized and existing under and by virtue of the laws of the State of Colorado of the first part, and

Recorder's Stamp

See Exhibit B this is the deed for Golden Farm LLLP #9

Golden Farm, Ltd., a Colorado Limited Partnership whose legal address is 21 South Sunset Street, Longmont Colorado of the County of Boulder and State of Colorado

of the second part:
RE-RECORD TO CORRECT THE GRANTEE'S NAME

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Million Nine Hundred Sixteen Thousand One Hundred Ten and No/100ths-DOLLARS. to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, it's heirs and assigns forever, all of the following described lot or parcel of land, situate, lying and being in the County of Boulder and State of Colorado, to wit:

See Exhibit A Attached hereto



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Page: 1 of 7
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also known as street and number

9797 and 9701 North 119th Street, Longmont, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, it's heirs and assigns forever. And the said Boulder Creek Farms, Inc.

party of the first part, for itself, and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, it's heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except Real Estate taxes for the year of 1997 due and payable in 1998, and subject to items on Exhibit B attached hereto.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part it's heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will **WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary the day and year first above written.



BOULDER CREEK FARMS, INC.
a Colorado corporation

By Philip D. Irwin

The foregoing instrument was acknowledged before me this 10th day of June 19 97, by Philip D. Irwin

Boulder Creek Farms, Inc., a Colorado corporation

My notarial commission expires

My Commission Expires 6/6/99

Witness my hand and official seal.

Judith A. Blakesley

Notary Public.



7-2

EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 1:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast corner of said Section 11; thence West along the South line of said Section 11, 1348.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the West 1120 feet thereof.

ALSO EXCEPTING THEREFROM the South 170 feet.

PARCEL 2:

The South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado.

EXCEPTING THEREFROM the following described parcels:

PARCEL A:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of Section 11, from which the Southwest corner of the Southeast Quarter of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11, a distance of 414.05 feet to the said Southwest corner of the Southeast Quarter of Section 11; thence along the West line of the said Southeast Quarter, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 11; thence along the North line of said Southwest Quarter of the Southeast Quarter of Section 11, South 89°56' East a distance of 130.00 feet; thence South 7°56' East, 321.25 feet; thence South 48°10' East, 227.1 feet; thence South 56°06' East, 80.98 feet to a point that bears North 00°22' West 799.55 feet from the POINT OF BEGINNING; thence South 00°22' West 799.55 feet to the POINT OF BEGINNING.

PARCEL B:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of the said Southeast Quarter of Section 11, from which the Southwest corner of said Southeast Quarter of Section 11 bears West 414.05 feet; thence North 00°22' East 799.55 feet parallel to the West line of said Southeast Quarter of Section 11; thence South 56°06' East 419.58 feet; thence South 66°50' East 385.15 feet; thence South 58°35' East 195.20 feet, to a point that bears North 312.00 feet from a point on the South line of said Section 11 that is 1348.00 feet Westerly along said South line from the Southeast corner of said Section 11; thence South 312.00 feet to the South line of said Section 11; thence along the South line of said Section 11 West 873.95 feet, more or less, to the POINT OF BEGINNING.

PARCEL C:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast Corner of said Section 11; thence West along the South line of said Section 11, 1348 feet to the POINT OF BEGINNING.

Excepting any portion included within Parcel 1 above described.

PARCEL D:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter; thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

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Page: 2 of 7
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Page: 3 of 7
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7-3

Boulder County Clerk, CO WD

R 36.00

EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL E:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 974.05 feet; thence North 00°22' East, 475.57 feet to the True Point of Beginning; thence continuing North 00°22' East, parallel to the West line of the said Southeast 1/4, 145.96 feet; thence West, parallel to the said South line of the Southeast 1/4, 294.30 feet; thence South 56°06' East, 100.84 feet; thence South 66°50' East, 228.06 feet, more or less, to the True Point of Beginning.

PARCEL 3:

That portion of the Southwest quarter of the Southeast quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of said Southeast quarter of Section 11, from which the Southwest corner of said Southeast quarter of Section 11 bears West 1148.00 feet, said point being the Southeast corner of land conveyed to James S. Lowther and wife by deed recorded July 16, 1968, Film 640, Reception No. 884555; thence North 00°00' East along the Easterly line of said land of Lowther, 397.51 feet to the Northeast corner thereof; thence South 58°35' East 64.45 feet, more or less, to the Northwest corner of land conveyed to Lois Ketterling by deed recorded January 6, 1972, Film 757, Reception No. 003199, thence South 363.92 feet along the said West line of the land conveyed to said Ketterling to the South line of said Section 11, thence West along said South line of Section 11 to the TRUE POINT OF BEGINNING, County of Boulder, State of Colorado.

PARCEL 4:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 414.05 feet; thence North 00°22' East parallel to the West line of the said Southeast 1/4, 621.53 feet to the True Point of Beginning; thence East parallel to the said South line of the Southeast 1/4, 265.70 feet; thence North 56°06' West, 318.74 feet; thence South 00°22' West, 177.78 feet, more or less, to the True Point of Beginning, County of Boulder, State of Colorado.

PARCEL 5:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West 274.05 feet; thence North 00°22' East, 621.53 feet parallel to the West line of the said Southeast 1/4 to the True Point of Beginning; thence continuing North 00°22' East, 287.49 feet; thence South 48°10' East, 96.75 feet; thence South 56°06' East, 80.98 feet; thence South 00°22' West, 177.78 feet; thence West parallel to the said South line of the Southeast 1/4, 140.0 feet, more or less, to the True Point of Beginning.

PARCEL 6:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter, thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

PARCEL 7:

That portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of said Section 11, from which the Southwest corner of the Southeast 1/4 of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11 a distance of 414.05 feet to the said Southwest corner of the Southeast 1/4 of Section 11; thence along the West line of said Southeast 1/4, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 11; thence along the North line of said Southwest 1/4 of the Southeast 1/4 of Section 11, South 89°56' East, 130.0 feet;

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ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

thence South 7°56' East 321.25 feet;
thence South 48°10' East 227.1 feet;
thence South 56°06' East 80.98 feet to a point that bears North
00°22' West 799.55 feet from the point of beginning;
thence South 00°22' West 799.55 feet to the Point of Beginning;
EXCEPT the following described tract:
Beginning at a point on the South line of the Southeast 1/4 of said
Section 11 from which the Southwest corner of the Southeast 1/4 of said
Section 11 bears West 274.5 feet,
thence North 00°22' East 308.1 feet parallel with the West line of
the Southeast Quarter of said Section 11,
thence South 48°10' East 96.02 feet along a small irrigation ditch,
thence South 56°06' East 80.98 feet along said ditch,
thence South 00°22' West 799.5 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West along the South line of the Southeast 1/4 of said Section 11,
a distance of 140.0 feet, more or less, to the Point of Beginning;
AND EXCEPT the following described tract:
Beginning at the Southwest corner of the Southeast 1/4 of said Section 11;
thence East along the South line of the Southeast 1/4 of said Section 11,
a distance of 134.5 feet to the TRUE POINT OF BEGINNING;
thence East 140.0 feet along the South line of the Southeast 1/4 of said
Section 11;
thence North 00°22' East, 312.00 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West 140.0 feet parallel with the South line of the Southeast 1/4
of said Section 11;
thence South 00°22' West, 312.0 feet to the TRUE POINT OF BEGINNING, County
of Boulder, State of Colorado.

AND EXCEPT a tract of land located in the South 1/2 of the Southeast 1/4 of
Section 11, Township 2 North, Range 69 West of the 6th P.M., described as
follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 134.05 feet, said point being the
Southwest corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the West line of said tract of land described in Book 1245 at Page
239, a distance of 312.00 feet to the Northwest corner of that tract of
land described in Book 1245 at Page 239; thence continuing North 00°22'
East, 309.53 feet; thence East parallel to said South line of the Southeast
1/4 a distance of 36.50 feet; thence South 00°22' West, 309.53 feet to the
North line of that tract of land described in Book 1245 at Page 239; thence
West 36.50 to the TRUE POINT OF BEGINNING.

AND EXCEPT a tract of land located in the South 1/2 of the Northeast 1/4
of Section 11, Township 2 North, Range 69 West of the 6th P.M., described
as follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 274.05 feet; said point being the
Southeast corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the East line of said tract described in Book 1245 at Page 239, a
distance of 312.00 feet to the Northeast corner of said tract described in
Book 1245 at Page 239, the TRUE POINT OF BEGINNING; thence continuing
North 00°22' East, along the West line of that tract of land conveyed
by Pierre Trevithick, et al, to Edwin R. Mott and Mary E. Mott in deed
recorded July 3, 1963 in Book 1288 at Page 492, a distance of 309.53 feet;
thence West parallel to the said South line of the Southeast 1/4 a distance
of 103.50 feet; thence South 00°22' West, 309.53 feet to the North line of
that tract of land described in Book 1245 at Page 239; thence East 103.50
feet to the TRUE POINT OF BEGINNING.

PARCEL 8:

The North 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range
69 West of the 6th P.M., EXCEPT the East 20 feet thereof;
The East 1/2 of the Southwest 1/4, the South 1/2 of the Southwest 1/4 of
the Northeast 1/4, and the South 10 acres of the Southeast 1/4 of the
Northwest 1/4, all in Section 11, Township 2 North, Range 69 West of the
6th P.M.;
That part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Commencing
at the center of said Section 11, thence North along the North and South
centerline of said Section 11, a distance of 332.5 feet to the TRUE POINT OF
BEGINNING; thence North and continuing along the North and South centerline
of said Section 11, a distance of 304.1 feet; thence North 78°02' West, 198
feet; thence North 63°47' West, 217.9 feet; thence South 89°49' East, 920.4
feet; thence South 0°13' West, 442.8 feet; thence North 89°49' East,
1310.1 feet to the True Point of Beginning; and
That part of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Beginning at
the East quarter corner of said Section 11; thence West along the South line
of the Northeast 1/4 of said Section 11, a distance of 1310.1 feet to the
Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section
11; thence North, along the West line of the Northeast 1/4 of said Section
1/4 of said Section 11, a distance of 631 feet; thence Southeasterly, along
the centerline of the St. Vrain River, as now straightened, 1393 feet to a
point on the East line of said Section 11; thence South, along the East line
of said Section 11, a distance of 156 feet, more or less, to the point of
beginning.

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EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 9:

A tract of land located in the Northwest 1/4 Southwest 1/4 and the Southwest 1/4 Northwest 1/4 of Section 12, Township 2 North, Range 69 West of the 6th P.M., Boulder County, Colorado, more particularly described as follows:

Considering the West line of said Section 12 as bearing North 00°00'00" East with all other bearings herein contained being relative thereto:

Beginning at the West 1/4 Corner of said Section 12; thence North along the West line of said Section 12 a distance of 154.43 feet to the approximate centerline of the St. Vrain Creek; thence along the approximate centerline of said St. Vrain Creek for the following five courses and distances: South 82°51'33" East, 126.28 feet; North 78°40'40" East 73.17 feet; South 83°06'36" East 476.62 feet; South 71°08'31" East 174.49 feet; South 83°43'35" East 197.92 feet more or less to the East West centerline of said Section 12; thence South 89°01'04" West along said East West centerline a distance of 322.23 feet; thence South 20 feet; thence South 89°01'04" West 50 feet; thence South 310 feet; thence South 89°01'04" West 660 feet more or less to the West line of said Section 12; thence North along said West line a distance of 330 feet more or less to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS:

That portion of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the Southeast corner of said Section 11, thence along the East line of said Southeast 1/4 North 00°00'00" East 170.00 feet to the Northeast corner of that parcel described by deed recorded on Film 1673 as Reception No. 1103376; thence North 89°57'30" West 30.00 feet along the North line of said parcel to the POINT OF BEGINNING; thence continuing North 89°57'30" West 198.00 feet to the Northwest corner of said parcel; thence North 00°00'00" East 127.85 feet along the East line of that parcel described by deed recorded on Film 1583 as Reception No. 988818; thence South 79°37'39" East 133.27 feet; thence South 70°49'00" East 70.84 feet; thence South 00°00'00" West 80.72 feet to the POINT OF BEGINNING.



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EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
BETWEEN BOULDER CREEK FARMS, INC.
AND
GOLDEN FARMS, LTD.



Reservation of right of proprietor of a vein or lode to extract and remove his ore therefrom should be same be found to penetrate or intersect said land, in Patent recorded in Book V at Page 245.
(Affects Parcels 1, 2, 3, 4, 5, 6, 7 and a portion of 8).

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 147. Location of easement is set forth in said document.
(Affects Parcel 1)

An easement for the construction, maintenance, and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 149. Location of easement is set forth in said document. (Affects Parcels 1, 2 and 6)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded May 22, 1967 in Book 1230 at Page 451. Location of easement is set forth in said document. (Affects Southerly portion of Parcel 7)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded November 7, 1963 in Book 1308 at Page 587. Location of easement is set forth in said document. (Affects Parcel 3)

Any rights as may exist in and to the Bonus Ditch as shown on The Boulder County Assessor's Map.
(Affects Parcels 8, 5, 4, 1, and 7)

Any rights as may exist in and to County Roads 20 and 3, as shown on The Boulder County Assessor's Map.

Any rights as may exist in and to Lefthand Creek and St. Vrain Creek as shown on The Boulder County Assessor's Map.
(Affects Parcels 8 and 9)



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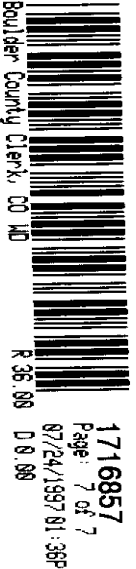
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EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
 BETWEEN BOULDER CREEK FARMS, INC.
 AND
 GOLDEN FARMS, LTD.



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A perpetual non-exclusive easement for the construction, operation and maintenance of utility lines as granted to The County of Boulder, by document recorded November 13, 1987 on Film 1504 as Reception No. 888608. Location of easement is set forth in said document.

Reservation of the right of way across land for Mill Ditch as set forth in deed recorded in Book 155, Page 220.
 (Affects West 1/2 of Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 11 and portions of Section 12 and Section 13 Township 2 North, Range 69 West.)

A right-of-way as reserved in deed recorded in Book 42 at Page 176. The exact location is not set forth.
 (Affects the Northeast 1/4 of Southeast 1/4 of Section 11 and the West 1/2 of the Southwest 1/4 of Section 12, Township 2 North, Range 69 West.)

A 50 foot easement to construct, operate and maintain a ditch, dam, pipeline or water way, together with the right of ingress and egress, as reserved in deed recorded in Book 479 at Page 527. Location of said easement set forth in said document.
 (Affects Southeast 1/4 Northeast 1/4 Section 11, 2 North, Range 69 West.)

An easement for the construction, operation and maintenance of a pipeline as granted to Great Western Sugar Co., by document recorded in Book 511 at Page 196. Location of said easement is set forth in said document. (Affects Parcel 9.)

Terms, conditions, agreements, obligations, easement and any interest Boulder County may have in and to that portion of property as described in Agreement for Possession and Use, recorded September 18, 1987 on Film 1496 as Reception No. 877744.
 (Affects Parcel 9.)

Notice of general description of area served by Panhandle Eastern Pipe Line Company, concerning underground facilities for the transmission and gathering of natural gas as disclosed by instrument recorded June 25, 1986 on Film 1415 as Reception No. 768891.

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Recorder

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THIS DEED, Made this 10th day of June 19 97, between

Recorder's Stamp

Boulder Creek Farms, Inc.
a corporation duly organized and existing under and by virtue of the laws of

the State of Colorado of the first part, and

Golden Farms, Ltd., a Colorado Limited Partnership
whose legal address is

21 South Sunset Street, Longmont Colorado
of the County of Boulder and State of Colorado

of the second part:
RE-RECORD TO CORRECT THE GRANTEE'S NAME

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
One Million Nine Hundred Sixteen Thousand One Hundred Ten and No/100ths-DOLLARS.
to the said party of the first part in hand paid by the said party y of the second part, the receipt whereof is
hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant,
bargain, sell, convey and confirm unto the said party y of the second part, it's heirs and assigns
forever, all of the following described lot or parcel of land, situate, lying and being in the
County of Boulder and State of Colorado, to wit:

See Exhibit A Attached hereto



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also known as street and number

9797 and 9701 North 119th Street, Longmont, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right,
title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said
party of the second part, it's heirs and assigns forever. And the said
Boulder Creek Farms, Inc.

and its successors, does covenant, grant, bargain and agree to and with the said party of the first part, for itself,
it's heirs and assigns, that at the time of the ensembling and delivery of these presents it is well
seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in
law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales,
liens, taxes, assessments and incumbrances of whatever kind or nature soever; except Real Estate taxes
for the year of 1997 due and payable in 1998, and subject to items on
Exhibit B attached hereto.

and the above bargained premises in the quiet and peaceable possession of the said party y of the second part
it's heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole
or any part thereof, the said party of the first part shall and will **WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed
by its President, and its corporate seal to be hereunto affixed, attested by its
Secretary the day and year first above written.



BOULDER CREEK FARMS, INC.
a Colorado corporation

By Philip D. Irwin

STATE OF COLORADO,
County of Boulder } ss.

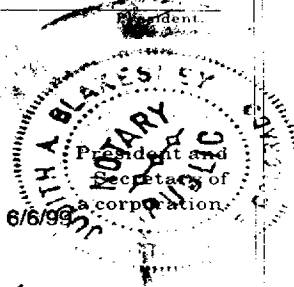
The foregoing instrument was acknowledged before me this 10th day of June 19 97, by Philip D. Irwin

Boulder Creek Farms, Inc., a Colorado corporation

My notarial commission expires My Commission Expires 6/6/99
Witness my hand and official seal.

Judith A. Blakesley

Notary Public



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Fee
19161

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EXHIBIT "A"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 1:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast corner of said Section 11; thence West along the South line of said Section 11, 1348.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the West 1120 feet thereof.

ALSO EXCEPTING THEREFROM the South 170 feet.

PARCEL 2:

The South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado.

EXCEPTING THEREFROM the following described parcels:

PARCEL A:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of Section 11, from which the Southwest corner of the Southeast Quarter of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11, a distance of 414.05 feet to the said Southwest corner of the Southeast Quarter of Section 11; thence along the West line of the said Southeast Quarter, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 11; thence along the North line of said Southwest Quarter of the Southeast Quarter of Section 11, South 89°56' East a distance of 130.00 feet; thence South 7°56' East, 321.25 feet; thence South 48°10' East, 227.1 feet; thence South 56°06' East, 80.98 feet to a point that bears North 00°22' West 799.55 feet from the POINT OF BEGINNING; thence South 00°22' West 799.55 feet to the POINT OF BEGINNING.

PARCEL B:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of the said Southeast Quarter of Section 11, from which the Southwest corner of said Southeast Quarter of Section 11 bears West 414.05 feet; thence North 00°22' East 799.55 feet parallel to the West line of said Southeast Quarter of Section 11; thence South 56°06' East 419.58 feet; thence South 66°50' East 385.15 feet; thence South 58°35' East 195.20 feet, to a point that bears North 312.00 feet from a point on the South line of said Section 11 that is 1348.00 feet Westerly along said South line from the Southeast corner of said Section 11; thence South 312.00 feet to the South line of said Section 11; thence along the South line of said Section 11 West 873.95 feet, more or less, to the POINT OF BEGINNING.

PARCEL C:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast Corner of said Section 11; thence West along the South line of said Section 11, 1348 feet to the POINT OF BEGINNING.

Excepting any portion included within Parcel 1 above described.

PARCEL D:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter; thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

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EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL E:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 974.05 feet; thence North 00°22' East, 475.57 feet to the True Point of Beginning; thence continuing North 00°22' East, parallel to the West line of the said Southeast 1/4, 145.96 feet; thence West, parallel to the said South line of the Southeast 1/4, 294.30 feet; thence South 56°06' East, 100.84 feet; thence South 66°50' East, 228.06 feet, more or less, to the True Point of Beginning.

PARCEL 3:

That portion of the Southwest quarter of the Southeast quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of said Southeast quarter of Section 11, from which the Southwest corner of said Southeast quarter of Section 11 bears West 1148.00 feet, said point being the Southeast corner of land conveyed to James S. Lowther and wife by deed recorded July 16, 1968, Film 640, Reception No. 884555; thence North 00°00' East along the Easterly line of said land of Lowther, 397.51 feet to the Northeast corner thereof; thence South 58°35' East 64.45 feet, more or less, to the Northwest corner of land conveyed to Lois Ketterling by deed recorded January 6, 1972, Film 757, Reception No. 003199, thence South 363.92 feet along the said West line of the land conveyed to said Ketterling to the South line of said Section 11, thence West along said South line of Section 11 to the TRUE POINT OF BEGINNING, County of Boulder, State of Colorado.

PARCEL 4:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 414.05 feet; thence North 00°22' East parallel to the West line of the said Southeast 1/4, 621.53 feet to the True Point of Beginning; thence East parallel to the said South line of the Southeast 1/4, 265.70 feet; thence North 56°06' West, 318.74 feet; thence South 00°22' West, 177.78 feet, more or less, to the True Point of Beginning, County of Boulder, State of Colorado.

PARCEL 5:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West 274.05 feet; thence North 00°22' East, 621.53 feet parallel to the West line of the said Southeast 1/4 to the True Point of Beginning; thence continuing North 00°22' East, 287.49 feet; thence South 48°10' East, 96.75 feet; thence South 56°06' East, 80.98 feet; thence South 00°22' West, 177.78 feet; thence West parallel to the said South line of the Southeast 1/4, 140.0 feet, more or less, to the True Point of Beginning.

PARCEL 6:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter, thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

PARCEL 7:

That portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows:

Beginning at a point on the South line of said Section 11, from which the Southwest corner of the Southeast 1/4 of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11 a distance of 414.05 feet to the said Southwest corner of the Southeast 1/4 of Section 11; thence along the West line of said Southeast 1/4, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 11; thence along the North line of said Southwest 1/4 of the Southeast 1/4 of Section 11, South 89°56' East, 130.0 feet;

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BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

thence South 7°56' East 321.25 feet;
thence South 48°10' East 227.1 feet;
thence South 56°06' East 80.98 feet to a point that bears North
00°22' West 799.55 feet from the point of beginning;
thence South 00°22' West 799.55 feet to the Point of Beginning;
EXCEPT the following described tract:
Beginning at a point on the South line of the Southeast 1/4 of said
Section 11 from which the Southwest corner of the Southeast 1/4 of said
Section 11 bears West 274.5 feet,
thence North 00°22' East 908.1 feet parallel with the West line of
the Southeast Quarter of said Section 11,
thence South 48°10' East 96.02 feet along a small irrigation ditch,
thence South 56°06' East 80.98 feet along said ditch,
thence South 00°22' West 799.5 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West along the South line of the Southeast 1/4 of said Section 11,
a distance of 140.0 feet, more or less, to the Point of Beginning;
AND EXCEPT the following described tract:
Beginning at the Southwest corner of the Southeast 1/4 of said Section 11;
thence East along the South line of the Southeast 1/4 of said Section 11,
a distance of 134.5 feet to the TRUE POINT OF BEGINNING;
thence East 140.0 feet along the South line of the Southeast 1/4 of said
Section 11;
thence North 00°22' East, 312.00 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West 140.0 feet parallel with the South line of the Southeast 1/4
of said Section 11;
thence South 00°22' West, 312.0 feet to the TRUE POINT OF BEGINNING, County
of Boulder, State of Colorado.

AND EXCEPT a tract of land located in the South 1/2 of the Southeast 1/4 of
Section 11, Township 2 North, Range 69 West of the 6th P.M., described as
follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 134.05 feet, said point being the
Southwest corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the West line of said tract of land described in Book 1245 at Page
239, a distance of 312.00 feet to the Northwest corner of that tract of
land described in Book 1245 at Page 239; thence continuing North 00°22'
East, 309.53 feet; thence East parallel to said South line of the Southeast
1/4 a distance of 36.50 feet; thence South 00°22' West, 309.53 feet to the
North line of that tract of land described in Book 1245 at Page 239; thence
West 36.50 to the TRUE POINT OF BEGINNING.

AND EXCEPT a tract of land located in the South 1/2 of the Northeast 1/4
of Section 11, Township 2 North, Range 69 West of the 6th P.M., described
as follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 274.05 feet; said point being the
Southeast corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the East line of said tract described in Book 1245 at Page 239, a
distance of 312.00 feet to the Northeast corner of said tract described in
Book 1245 at Page 239, the TRUE POINT OF BEGINNING; thence continuing
North 00°22' East, along the West line of that tract of land conveyed
by Pierre Trevithick, et al, to Edwin R. Mott and Mary E. Mott in deed
recorded July 3, 1963 in Book 1288 at Page 492, a distance of 309.53 feet;
thence West parallel to the said South line of the Southeast 1/4 a distance
of 103.50 feet; thence South 00°22' West, 309.53 feet to the North line of
that tract of land described in Book 1245 at Page 239; thence East 103.50
feet to the TRUE POINT OF BEGINNING.

PARCEL 8:

The North 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range
69 West of the 6th P.M., EXCEPT the East 20 feet thereof;
The East 1/2 of the Southwest 1/4, the South 1/2 of the Southwest 1/4 of
the Northeast 1/4, and the South 10 acres of the Southeast 1/4 of the
Northwest 1/4, all in Section 11, Township 2 North, Range 69 West of the
6th P.M.;
That part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Commencing
at the center of said Section 11, thence North along the North and South
centerline of said Section 11, a distance of 332.5 feet to the TRUE POINT OF
BEGINNING; thence North and continuing along the North and South centerline
of said Section 11, a distance of 304.1 feet; thence North 78°02' West, 198
feet; thence North 63°47' West, 217.9 feet; thence South 89°49' East, 920.4
feet; thence South 0°13' West, 442.8 feet; thence North 89°49' East,
1310.1 feet to the True Point of Beginning; and
That part of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Beginning at
the East quarter corner of said Section 11; thence West along the South line
of the Northeast 1/4 of said Section 11, a distance of 1310.1 feet to the
Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section
11; thence North, along the West line of the Northeast 1/4 of said Section
1/4 of said Section 11, a distance of 631 feet; thence Southeasterly, along
the centerline of the St. Vrain River, as now straightened, 1392 feet to a
point on the East line of said Section 11; thence South, along the East line
of said Section 11, a distance of 156 feet, more or less, to the point of
beginning.

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EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 9:

A tract of land located in the Northwest 1/4 Southwest 1/4 and the Southwest 1/4 Northwest 1/4 of Section 12, Township 2 North, Range 69 West of the 6th P.M., Boulder County, Colorado, more particularly described as follows:

Considering the West line of said Section 12 as bearing North 00°00'00" East with all other bearings herein contained being relative thereto:

Beginning at the West 1/4 Corner of said Section 12; thence North along the West line of said Section 12 a distance of 154.43 feet to the approximate centerline of the St. Vrain Creek; thence along the approximate centerline of said St. Vrain Creek for the following five courses and distances: South 82°51'33" East, 126.28 feet; North 78°40'40" East 73.17 feet; South 83°06'36" East 476.62 feet; South 71°08'31" East 174.49 feet; South 83°43'35" East 197.92 feet more or less to the East West centerline of said Section 12; thence South 89°01'04" West along said East West centerline a distance of 322.23 feet; thence South 20 feet; thence South 89°01'04" West 50 feet; thence South 310 feet; thence South 89°01'04" West 660 feet more or less to the West line of said Section 12; thence North along said West line a distance of 330 feet more or less to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS:

That portion of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the Southeast corner of said Section 11, thence along the East line of said Southeast 1/4 North 00°00'00" East 170.00 feet to the Northeast corner of that parcel described by deed recorded on Film 1673 as Reception No. 1103376; thence North 89°57'30" West 30.00 feet along the North line of said parcel to the POINT OF BEGINNING; thence continuing North 89°57'30" West 198.00 feet to the Northwest corner of said parcel; thence North 00°00'00" East 127.85 feet along the East line of that parcel described by deed recorded on Film 1583 as Reception No. 988818; thence South 79°37'39" East 133.27 feet; thence South 70°49'00" East 70.84 feet; thence South 00°00'00" West 80.72 feet to the POINT OF BEGINNING.



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EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
BETWEEN BOULDER CREEK FARMS, INC.
AND
GOLDEN FARMS, LTD.



Reservation of right of proprietor of a vein or lode to extract and remove his ore therefrom should be same be found to penetrate or intersect said land, in Patent recorded in Book V at Page 245.
(Affects Parcels 1, 2, 3, 4, 5, 6, 7 and a portion of 8).

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 147. Location of easement is set forth in said document.
(Affects Parcel 1)

An easement for the construction, maintenance, and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 149. Location of easement is set forth in said document. (Affects Parcels 1, 2 and 6)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded May 22, 1967 in Book 1230 at Page 451. Location of easement is set forth in said document. (Affects Southerly portion of Parcel 7)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded November 7, 1963 in Book 1308 at Page 587. Location of easement is set forth in said document. (Affects Parcel 3)

Any rights as may exist in and to the Bonus Ditch as shown on The Boulder County Assessor's Map.
(Affects Parcels 8, 5, 4, 1, and 7)

Any rights as may exist in and to County Roads 20 and 3, as shown on The Boulder County Assessor's Map.

Any rights as may exist in and to Lefthand Creek and St. Vrain Creek as shown on The Boulder County Assessor's Map.
(Affects Parcels 8 and 9)



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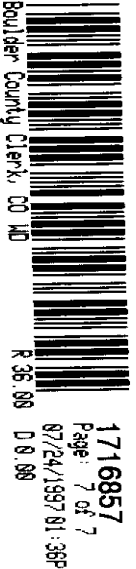
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EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
 BETWEEN BOULDER CREEK FARMS, INC.
 AND
 GOLDEN FARMS, LTD.



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A perpetual non-exclusive easement for the construction, operation and maintenance of utility lines as granted to The County of Boulder, by document recorded November 13, 1987 on Film 1504 as Reception No. 888608. Location of easement is set forth in said document.

Reservation of the right of way across land for Mill Ditch as set forth in deed recorded in Book 155, Page 220.
 (Affects West 1/2 of Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 11 and portions of Section 12 and Section 13 Township 2 North, Range 69 West.)

A right-of-way as reserved in deed recorded in Book 42 at Page 176. The exact location is not set forth.
 (Affects the Northeast 1/4 of Southeast 1/4 of Section 11 and the West 1/2 of the Southwest 1/4 of Section 12, Township 2 North, Range 69 West.)

A 50 foot easement to construct, operate and maintain a ditch, dam, pipeline or water way, together with the right of ingress and egress, as reserved in deed recorded in Book 479 at Page 527. Location of said easement set forth in said document.
 (Affects Southeast 1/4 Northeast 1/4 Section 11, 2 North, Range 69 West.)

An easement for the construction, operation and maintenance of a pipeline as granted to Great Western Sugar Co., by document recorded in Book 511 at Page 196. Location of said easement is set forth in said document. (Affects Parcel 9.)

Terms, conditions, agreements, obligations, easement and any interest Boulder County may have in and to that portion of property as described in Agreement for Possession and Use, recorded September 18, 1987 on Film 1496 as Reception No. 877744.
 (Affects Parcel 9.)

Notice of general description of area served by Panhandle Eastern Pipe Line Company, concerning underground facilities for the transmission and gathering of natural gas as disclosed by instrument recorded June 25, 1986 on Film 1415 as Reception No. 768891.

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Recorder

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THIS DEED, Made this 10th day of June 19 97, between

Recorder's Stamp

Boulder Creek Farms, Inc.
a corporation duly organized and existing under and by virtue of the laws of

the State of Colorado of the first part, and

Golden Farms, Ltd., a Colorado Limited Partnership
whose legal address is
21 South Sunset Street, Longmont Colorado
of the County of Boulder and State of Colorado

of the second part:
RE-RECORD TO CORRECT THE GRANTEE'S NAME

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
One Million Nine Hundred Sixteen Thousand One Hundred Ten and No/100ths-DOLLARS.
to the said party of the first part in hand paid by the said party y of the second part, the receipt whereof is
hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant,
bargain, sell, convey and confirm unto the said party y of the second part, it's heirs and assigns
forever, all of the following described lot or parcel of land, situate, lying and being in the
County of Boulder and State of Colorado, to wit:

See Exhibit A Attached hereto



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also known as street and number

9797 and 9701 North 119th Street, Longmont, Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right,
title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the
above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said
party of the second part, it's heirs and assigns forever. And the said
Boulder Creek Farms, Inc.

and its successors, does covenant, grant, bargain and agree to and with the said party of the first part, for itself,
it's heirs and assigns, that at the time of the ensealing and delivery of these presents it is well
seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in
law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales,
liens, taxes, assessments and incumbrances of whatever kind or nature soever; except Real Estate taxes
for the year of 1997 due and payable in 1998, and subject to items on
Exhibit B attached hereto.

and the above bargained premises in the quiet and peaceable possession of the said party y of the second part
it's heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole
or any part thereof, the said party of the first part shall and will **WARRANT AND FOREVER DEFEND**.

IN WITNESS WHEREOF, The said party of the first part has caused its corporate name to be hereunto subscribed
by its President, and its corporate seal to be hereunto affixed, attested by its
Secretary the day and year first above written.



BOULDER CREEK FARMS, INC.
a Colorado corporation

By Philip D. Irwin

The foregoing instrument was acknowledged before me this 10th day of June 19 97, by Philip D. Irwin

Boulder Creek Farms, Inc., a Colorado corporation

My notarial commission expires

My Commission Expires 6/6/99

Witness my hand and official seal.

Judith A. Blakesley

Notary Public



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EXHIBIT "A"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 1:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast corner of said Section 11; thence West along the South line of said Section 11, 1348.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the West 1120 feet thereof.

ALSO EXCEPTING THEREFROM the South 170 feet.

PARCEL 2:

The South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado.

EXCEPTING THEREFROM the following described parcels:

PARCEL A:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of Section 11, from which the Southwest corner of the Southeast Quarter of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11, a distance of 414.05 feet to the said Southwest corner of the Southeast Quarter of Section 11; thence along the West line of the said Southeast Quarter, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 11; thence along the North line of said Southwest Quarter of the Southeast Quarter of Section 11, South 89°56' East a distance of 130.00 feet; thence South 7°56' East, 321.25 feet; thence South 48°10' East, 227.1 feet; thence South 56°06' East, 80.98 feet to a point that bears North 00°22' West 799.55 feet from the POINT OF BEGINNING; thence South 00°22' West 799.55 feet to the POINT OF BEGINNING.

PARCEL B:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of the said Southeast Quarter of Section 11, from which the Southwest corner of said Southeast Quarter of Section 11 bears West 414.05 feet; thence North 00°22' East 799.55 feet parallel to the West line of said Southeast Quarter of Section 11; thence South 56°06' East 419.58 feet; thence South 66°50' East 385.15 feet; thence South 58°35' East 195.20 feet, to a point that bears North 312.00 feet from a point on the South line of said Section 11 that is 1348.00 feet Westerly along said South line from the Southeast corner of said Section 11; thence South 312.00 feet to the South line of said Section 11; thence along the South line of said Section 11 West 873.95 feet, more or less, to the POINT OF BEGINNING.

PARCEL C:

All that portion of the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the South line of said Section 11 from which the Southeast corner of said Section 11 bears East 1348.00 feet; thence North 312.00 feet; thence East parallel with the South line of said Section 11, 1348.00 feet to the East line of said Section 11; thence Southerly along the East line of said Section 11, 312.00 feet to the Southeast Corner of said Section 11; thence West along the South line of said Section 11, 1348 feet to the POINT OF BEGINNING.

Excepting any portion included within Parcel 1 above described.

PARCEL D:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., in the County of Boulder, State of Colorado, described as follows:

Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter; thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

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EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL E:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 974.05 feet; thence North 00°22' East, 475.57 feet to the True Point of Beginning; thence continuing North 00°22' East, parallel to the West line of the said Southeast 1/4, 145.96 feet; thence West, parallel to the said South line of the Southeast 1/4, 294.30 feet; thence South 56°06' East, 100.84 feet; thence South 66°50' East, 228.06 feet, more or less, to the True Point of Beginning.

PARCEL 3:

That portion of the Southwest quarter of the Southeast quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of said Southeast quarter of Section 11, from which the Southwest corner of said Southeast quarter of Section 11 bears West 1148.00 feet, said point being the Southeast corner of land conveyed to James S. Lowther and wife by deed recorded July 16, 1968, Film 640, Reception No. 884555; thence North 00°00' East along the Easterly line of said land of Lowther, 397.51 feet to the Northeast corner thereof; thence South 58°35' East 64.45 feet, more or less, to the Northwest corner of land conveyed to Lois Ketterling by deed recorded January 6, 1972, Film 757, Reception No. 003199, thence South 363.92 feet along the said West line of the land conveyed to said Ketterling to the South line of said Section 11, thence West along said South line of Section 11 to the TRUE POINT OF BEGINNING, County of Boulder, State of Colorado.

PARCEL 4:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West, 414.05 feet; thence North 00°22' East parallel to the West line of the said Southeast 1/4, 621.53 feet to the True Point of Beginning; thence East parallel to the said South line of the Southeast 1/4, 265.70 feet; thence North 56°06' West, 318.74 feet; thence South 00°22' West, 177.78 feet, more or less, to the True Point of Beginning, County of Boulder, State of Colorado.

PARCEL 5:

A tract of land located in the South 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the South line of the said Southeast 1/4 whence the South Quarter corner bears West 274.05 feet; thence North 00°22' East, 621.53 feet parallel to the West line of the said Southeast 1/4 to the True Point of Beginning; thence continuing North 00°22' East, 287.49 feet; thence South 48°10' East, 96.75 feet; thence South 56°06' East, 80.98 feet; thence South 00°22' West, 177.78 feet; thence West parallel to the said South line of the Southeast 1/4, 140.0 feet, more or less, to the True Point of Beginning.

PARCEL 6:

All that portion of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows: Beginning at a point on the East line of the Southeast Quarter of said Section 11 from which the Southeast corner of said Section bears South 0°02' West, 1032.0 feet; thence North 0°02' East, 280.0 feet along the East line of said Southeast Quarter to a 3/4 inch pipe used as a 1/16 corner on the East line of said Section 11; thence North 89°58' West, 1320.0 feet along the North line of the South Half of said Southeast Quarter; thence South 0°02' West, 280.0 feet parallel to the East line of said Southeast Quarter, thence South 89°58' East, parallel to the North line of the South Half of the Southeast Quarter of said Section 11, a distance of 1320.0 feet to the POINT OF BEGINNING.

PARCEL 7:

That portion of the Southwest Quarter of the Southeast Quarter of Section 11, Township 2 North, Range 69 West of the 6th P.M., described as follows:

Beginning at a point on the South line of said Section 11, from which the Southwest corner of the Southeast 1/4 of said Section 11 bears West 414.05 feet; thence Westerly along the South line of said Section 11 a distance of 414.05 feet to the said Southwest corner of the Southeast 1/4 of Section 11; thence along the West line of said Southeast 1/4, North 00°22' East 1314.3 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 11; thence along the North line of said Southwest 1/4 of the Southeast 1/4 of Section 11, South 89°56' East, 130.0 feet;

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EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

thence South 7°56' East 321.25 feet;
thence South 48°10' East 227.1 feet;
thence South 56°06' East 80.98 feet to a point that bears North
00°22' West 799.55 feet from the point of beginning;
thence South 00°22' West 799.55 feet to the Point of Beginning;
EXCEPT the following described tract:
Beginning at a point on the South line of the Southeast 1/4 of said
Section 11 from which the Southwest corner of the Southeast 1/4 of said
Section 11 bears West 274.5 feet,
thence North 00°22' East 908.1 feet parallel with the West line of
the Southeast Quarter of said Section 11,
thence South 48°10' East 96.02 feet along a small irrigation ditch,
thence South 56°06' East 80.98 feet along said ditch,
thence South 00°22' West 799.5 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West along the South line of the Southeast 1/4 of said Section 11,
a distance of 140.0 feet, more or less, to the Point of Beginning;
AND EXCEPT the following described tract:
Beginning at the Southwest corner of the Southeast 1/4 of said Section 11;
thence East along the South line of the Southeast 1/4 of said Section 11,
a distance of 134.5 feet to the TRUE POINT OF BEGINNING;
thence East 140.0 feet along the South line of the Southeast 1/4 of said
Section 11;
thence North 00°22' East, 312.00 feet parallel with the West line of the
Southeast 1/4 of said Section 11;
thence West 140.0 feet parallel with the South line of the Southeast 1/4
of said Section 11;
thence South 00°22' West, 312.0 feet to the TRUE POINT OF BEGINNING, County
of Boulder, State of Colorado.

AND EXCEPT a tract of land located in the South 1/2 of the Southeast 1/4 of
Section 11, Township 2 North, Range 69 West of the 6th P.M., described as
follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 134.05 feet, said point being the
Southwest corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the West line of said tract of land described in Book 1245 at Page
239, a distance of 312.00 feet to the Northwest corner of that tract of
land described in Book 1245 at Page 239; thence continuing North 00°22'
East, 309.53 feet; thence East parallel to said South line of the Southeast
1/4 a distance of 36.50 feet; thence South 00°22' West, 309.53 feet to the
North line of that tract of land described in Book 1245 at Page 239; thence
West 36.50 to the TRUE POINT OF BEGINNING.

AND EXCEPT a tract of land located in the South 1/2 of the Northeast 1/4
of Section 11, Township 2 North, Range 69 West of the 6th P.M., described
as follows: Commencing at a point on the South line of the Southeast 1/4
whence the South 1/4 corner bears West 274.05 feet; said point being the
Southeast corner of that tract of land conveyed by Harold J. Trevithick and
Elizabeth Trevithick to Pierre Trevithick and Cynthia Trevithick in deed
recorded August 23, 1962, in Book 1245 at Page 239, thence North 00°22' East
along the East line of said tract described in Book 1245 at Page 239, a
distance of 312.00 feet to the Northeast corner of said tract described in
Book 1245 at Page 239, the TRUE POINT OF BEGINNING; thence continuing
North 00°22' East, along the West line of that tract of land conveyed
by Pierre Trevithick, et al, to Edwin R. Mott and Mary E. Mott in deed
recorded July 3, 1963 in Book 1288 at Page 492, a distance of 309.53 feet;
thence West parallel to the said South line of the Southeast 1/4 a distance
of 103.50 feet; thence South 00°22' West, 309.53 feet to the North line of
that tract of land described in Book 1245 at Page 239; thence East 103.50
feet to the TRUE POINT OF BEGINNING.

PARCEL 8:

The North 1/2 of the Southeast 1/4 of Section 11, Township 2 North, Range
69 West of the 6th P.M., EXCEPT the East 20 feet thereof;
The East 1/2 of the Southwest 1/4, the South 1/2 of the Southwest 1/4 of
the Northeast 1/4, and the South 10 acres of the Southeast 1/4 of the
Northwest 1/4, all in Section 11, Township 2 North, Range 69 West of the
6th P.M.;
That part of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Commencing
at the center of said Section 11, thence North along the North and South
centerline of said Section 11, a distance of 332.5 feet to the TRUE POINT OF
BEGINNING; thence North and continuing along the North and South centerline
of said Section 11, a distance of 304.1 feet; thence North 78°02' West, 198
feet; thence North 63°47' West, 217.9 feet; thence South 89°49' East, 920.4
feet; thence South 0°13' West, 442.8 feet; thence North 89°49' East,
1310.1 feet to the True Point of Beginning; and
That part of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township
2 North, Range 69 West of the 6th P.M., described as follows: Beginning at
the East quarter corner of said Section 11; thence West along the South line
of the Northeast 1/4 of said Section 11, a distance of 1310.1 feet to the
Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section
11; thence North, along the West line of the Northeast 1/4 of said Section
1/4 of said Section 11, a distance of 631 feet; thence Southeasterly, along
the centerline of the St. Vrain River, as now straightened, 1393 feet to a
point on the East line of said Section 11; thence South, along the East line
of said Section 11, a distance of 156 feet, more or less, to the point of
beginning.

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Boulder County Clerk, CO WD



Boulder County Clerk, CO WD

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D 191.61

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R 36.00
D 0.00

EXHIBIT "A"
ATTACHED TO THE CONTRACT DATED JUNE 10, 1997 BETWEEN
BOULDER CREEK FARMS, INC. AND GOLDEN FARMS, LTD.

PARCEL 9:

A tract of land located in the Northwest 1/4 Southwest 1/4 and the Southwest 1/4 Northwest 1/4 of Section 12, Township 2 North, Range 69 West of the 6th P.M., Boulder County, Colorado, more particularly described as follows:

Considering the West line of said Section 12 as bearing North 00°00'00" East with all other bearings herein contained being relative thereto:

Beginning at the West 1/4 Corner of said Section 12; thence North along the West line of said Section 12 a distance of 154.43 feet to the approximate centerline of the St. Vrain Creek; thence along the approximate centerline of said St. Vrain Creek for the following five courses and distances: South 82°51'33" East, 126.28 feet; North 78°40'40" East 73.17 feet; South 83°06'36" East 476.62 feet; South 71°08'31" East 174.49 feet; South 83°43'35" East 197.92 feet more or less to the East West centerline of said Section 12; thence South 89°01'04" West along said East West centerline a distance of 322.23 feet; thence South 20 feet; thence South 89°01'04" West 50 feet; thence South 310 feet; thence South 89°01'04" West 660 feet more or less to the West line of said Section 12; thence North along said West line a distance of 330 feet more or less to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS:

That portion of the Southeast 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the Southeast corner of said Section 11, thence along the East line of said Southeast 1/4 North 00°00'00" East 170.00 feet to the Northeast corner of that parcel described by deed recorded on Film 1673 as Reception No. 1103376; thence North 89°57'30" West 30.00 feet along the North line of said parcel to the POINT OF BEGINNING; thence continuing North 89°57'30" West 198.00 feet to the Northwest corner of said parcel; thence North 00°00'00" East 127.85 feet along the East line of that parcel described by deed recorded on Film 1583 as Reception No. 988818; thence South 79°37'39" East 133.27 feet; thence South 70°49'00" East 70.84 feet; thence South 00°00'00" West 80.72 feet to the POINT OF BEGINNING.



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7-6

EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
BETWEEN BOULDER CREEK FARMS, INC.
AND
GOLDEN FARMS, LTD.



Reservation of right of proprietor of a vein or lode to extract and remove his ore therefrom should be same be found to penetrate or intersect said land, in Patent recorded in Book V at Page 245.
(Affects Parcels 1, 2, 3, 4, 5, 6, 7 and a portion of 8).

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 147. Location of easement is set forth in said document.
(Affects Parcel 1)

An easement for the construction, maintenance, and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded October 21, 1963 in Book 1306 at Page 149. Location of easement is set forth in said document. (Affects Parcels 1, 2 and 6)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded May 22, 1967 in Book 1230 at Page 451. Location of easement is set forth in said document. (Affects Southerly portion of Parcel 7)

An easement for the construction, maintenance and operation of a water pipeline, together with the right of ingress and egress, as granted to Foothills Water Users Association, by document recorded November 7, 1963 in Book 1308 at Page 587. Location of easement is set forth in said document. (Affects Parcel 3)

Any rights as may exist in and to the Bonus Ditch as shown on The Boulder County Assessor's Map.
(Affects Parcels 8, 5, 4, 1, and 7)

Any rights as may exist in and to County Roads 20 and 3, as shown on The Boulder County Assessor's Map.

Any rights as may exist in and to Lefthand Creek and St. Vrain Creek as shown on The Boulder County Assessor's Map.
(Affects Parcels 8 and 9)



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Boulder County Clerk, CO WD

R 36.00

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EXHIBIT "B"

ATTACHED TO THE CONTRACT DATED JUNE 10, 1997
 BETWEEN BOULDER CREEK FARMS, INC.
 AND
 GOLDEN FARMS, LTD.



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A perpetual non-exclusive easement for the construction, operation and maintenance of utility lines as granted to The County of Boulder, by document recorded November 13, 1987 on Film 1504 as Reception No. 888608. Location of easement is set forth in said document.

Reservation of the right of way across land for Mill Ditch as set forth in deed recorded in Book 155, Page 220.
 (Affects West 1/2 of Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 11 and portions of Section 12 and Section 13 Township 2 North, Range 69 West.)

A right-of-way as reserved in deed recorded in Book 42 at Page 176. The exact location is not set forth.
 (Affects the Northeast 1/4 of Southeast 1/4 of Section 11 and the West 1/2 of the Southwest 1/4 of Section 12, Township 2 North, Range 69 West.)

A 50 foot easement to construct, operate and maintain a ditch, dam, pipeline or water way, together with the right of ingress and egress, as reserved in deed recorded in Book 479 at Page 527. Location of said easement set forth in said document.
 (Affects Southeast 1/4 Northeast 1/4 Section 11, 2 North, Range 69 West.)

An easement for the construction, operation and maintenance of a pipeline as granted to Great Western Sugar Co., by document recorded in Book 511 at Page 196. Location of said easement is set forth in said document. (Affects Parcel 9.)

Terms, conditions, agreements, obligations, easement and any interest Boulder County may have in and to that portion of property as described in Agreement for Possession and Use, recorded September 18, 1987 on Film 1496 as Reception No. 877744.
 (Affects Parcel 9.)

Notice of general description of area served by Panhandle Eastern Pipe Line Company, concerning underground facilities for the transmission and gathering of natural gas as disclosed by instrument recorded June 25, 1986 on Film 1415 as Reception No. 768891.

ORDINANCE O-2017- 49

A BILL FOR AN ORDINANCE CONDITIONALLY APPROVING THE IRWIN THOMAS #1
ANNEXATION (GENERALLY LOCATED SOUTH OF THE ST. VRAIN CREEK, NORTH
OF QUAIL ROAD, WEST OF 119TH ST AND EAST OF MARTIN ST), CONCEPT PLAN
FOR GRAVEL MINING, LAND USE AMENDMENT, AND ZONING THE PROPERTY
PUD-MU (PLANNED UNIT DEVELOPMENT – MIXED-USE)

WHEREAS the City of Longmont has received a petition, signed by the owners of one
hundred percent of the area proposed to be annexed, for the Irwin Thomas #1 Annexation, and an
application for PUD-MU (Planned Unit Development – Mixed-Use) zoning, all as described in the
attached Exhibit A; and

WHEREAS the City Council has before it an annexation agreement concerning the
conditions for annexing the property; and

WHEREAS the City Council has approved resolutions regarding this annexation's
compliance with State statutes governing annexation procedures.

THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, HEREBY ORDAINS:

Section 1

The City Council finds that the Irwin Thomas #1 Annexation and PUD-MU zoning satisfy
the annexation and zoning review criteria of sections 15.02.040 and 15.02.050(A) of the Longmont
Municipal Code.

Section 2

The Irwin Thomas #1 Annexation and PUD-MU zoning, and the annexation agreement,
are hereby approved, and said property is annexed to the City of Longmont, subject to satisfaction

1 of the following requirements within one year of the date of passage of this ordinance by City
2 Council:

3 1. Satisfaction of the submittal requirements of Appendix B to Title 15 of the
4 Longmont Municipal Code, including transfer of historic water rights, and submittal of two mylars
5 of the signed annexation map, and payment of the recording fees.

6 After satisfaction of the requirements, as certified by the Planning and Development
7 Services Director of the City of Longmont, the City Manager or designee shall record this
8 ordinance, the annexation map(s) and annexation agreement with the County Clerk and Recorder.

9 Section 3

10 Pursuant to Section 37-45-136(3.6), C.R.S., the City of Longmont consents to the inclusion
11 of the property into the Municipal Subdistrict, Northern Colorado Water Conservancy District,
12 when the annexation becomes effective.

13 Section 4

14 The effective date of this annexation shall be the date this ordinance, the annexation map(s),
15 and the annexation agreement are recorded with the County Clerk and Recorder.

16 Section 5

17 To the extent only that they conflict with this ordinance, the Council repeals any conflicting
18 ordinances or parts of ordinances.

19 Introduced this 22nd day of August, 2017.

20 Passed and adopted this 12th day of September, 2017.

21
22 
23 _____
24 MAYOR

1 ATTEST:

2
3 Valeria D. Skott

4 CITY CLERK



7
8 NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE AT
9 7:00 P.M ON THE 12th DAY OF SEPTEMBER, 2017, IN THE
10 LONGMONT COUNCIL CHAMBERS.

11
12
13 APPROVED AS TO FORM:

14
15 [Signature]

16 ASSISTANT CITY ATTORNEY

2/14/17

DATE

17
18
19 P. Petrucci

20 PROOFREAD

8/14/17

DATE

21
22
23
24 APPROVED AS TO FORM AND SUBSTANCE:

25
26 [Signature]

27 ORIGINATING DEPARTMENT

8/23/17

DATE

28
29
30 CA File: 9908

EXHIBIT A

Irwin Thomas #1 Annexation and

PUD-MU (Planned Unit Development – Mixed-Use) Zoning District

Legal Description

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, PART OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 18982 IN RANGE BOX AT THE SOUTHEAST QUARTER OF SAID SECTION 11. COMMENCING AT A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 34993 AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST; THENCE S 00°23'31" W ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 81.16 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (8) COURSES AND DISTANCES:

- 1) N 87°01'49" E A DISTANCE OF 366.96 FEET;
- 2) S 89°49'17" E A DISTANCE OF 1090.50 FEET;
- 3) S 86°10'33" E A DISTANCE OF 453.38 FEET;
- 4) ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 1157.79', WITH A RADIUS OF 1761.52 FEET, WITH A CHORD BEARING OF N 73°57'35" E, WITH A CHORD LENGTH OF 1137.06 FEET;
- 5) N 85°23'01" E A DISTANCE OF 262.28 FEET;
- 6) S 80°30'18" E A DISTANCE OF 90.60 FEET;
- 7) S 67°36'37" E A DISTANCE OF 167.64 FEET;
- 8) S 60°10'29" E A DISTANCE OF 457.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE N 89°53'04" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE S 00°06'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 20 FEET EASTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1231.26 FEET; THENCE S 00°02'50" W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE 20 FEET EASTERLY AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST

1 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1141.37
2 FEET;
3 THENCE N 89°58'52" W A DISTANCE OF 50.09 FEET;
4 THENCE N 00°02'50" E A DISTANCE OF 80.70 FEET;
5 THENCE N 70°49'00" W A DISTANCE OF 70.96 FEET;
6 THENCE N 79°37'39" W A DISTANCE OF 133.21 FEET;
7 THENCE N 00°00'00" E A DISTANCE OF 14.08 FEET;
8 THENCE N 90°00'00" W A DISTANCE OF 1120.00 FEET;
9 THENCE N 58°27'33" W A DISTANCE OF 98.96 FEET;
10 THENCE S 00°00'00" E A DISTANCE OF 393.86 FEET TO A POINT ON THE
11 SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD;
12 THENCE N 90°00'00" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 30 FEET
13 SOUTHERLY AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST
14 QUARTER OF SECTION 11 A DISTANCE OF 55.00 FEET;
15 THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE N 00°00'00" W A
16 DISTANCE OF 427.62 FEET;
17 THENCE N 58°27'33" W A DISTANCE OF 31.07 FEET;
18 THENCE N 66°50'00" W A DISTANCE OF 157.10 FEET;
19 THENCE N 00°22'00" E A DISTANCE OF 145.94 FEET;
20 THENCE N 90°00'00" W A DISTANCE OF 839.55 FEET;
21 THENCE S 00°22'00" W A DISTANCE OF 651.62 FEET TO A POINT ON THE
22 SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD;
23 THENCE N 90°00'00" W 30 FEET SOUTHERLY AND PARALLEL WITH THE SOUTH
24 LINE OF THE SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 134.21 FEET;
25 THENCE S 89°35'39" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A
26 DISTANCE OF 1308.36 FEET;
27 THENCE N 00°23'31" E A DISTANCE OF 30.00 FEET TO A FOUND 3.25 INCH
28 ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE
29 SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
30 QUARTER OF SECTION 11;
31 THENCE N 00°23'31" E ALONG THE WEST LINE OF THE EAST HALF OF THE
32 SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 2537.37 FEET TO THE
33 POINT OF BEGINNING.
34
35 TOGETHER WITH THAT CITY OF LONGMONT PARCEL DESCRIBED IN
36 INSTRUMENT RECORDED AS RECEPTION NO. 1716857 AND BEING MORE
37 PARTICULARLY DESCRIBED AS FOLLOWS:
38 A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER
39 AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
40 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
41 COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY
42 DESCRIBED AS FOLLOWS:
43
44 BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
45 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
46 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN

1 A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
2 BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2
3 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
4 SOUTHEAST CORNER OF SAID SECTION 11.
5
6 COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE
7 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF
8 THE 6TH PRINCIPAL MERIDIAN, A FOUND 3.25 INCH ALUMINUM CAP MONUMENT
9 IN RANGE BOX WITH CAP STAMPED LS 34993;
10
11 THENCE N 00°09'49" E ALONG THE WEST LINE OF THE EAST HALF OF THE
12 NORTHWEST QUARTER OF SECTION 11 A DISTANCE OF 113.32 FEET TO THE POINT
13 OF BEGINNING AT THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE
14 HIGHWAY 119;
15
16 THENCE S 88°35'07" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF
17 HIGHWAY 119 A DISTANCE OF 420.12 FEET;
18
19 THENCE S 89°46'53" E A DISTANCE OF 1458.66 FEET TO THE BEGINNING OF A
20 CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1499.43 FEET, A CHORD
21 BEARING OF N 84°05'29" E AND A CHORD DISTANCE OF 316.16 FEET;
22
23 THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N 00°23'09" E A
24 DISTANCE OF 540.74 FEET;
25 THENCE S 89°13'25" W A DISTANCE OF 16.39 FEET;
26 THENCE N 88°58'35" W A DISTANCE OF 59.92 FEET;
27 THENCE N 87°25'56" W A DISTANCE OF 59.36 FEET;
28 THENCE N 84°49'36" W A DISTANCE OF 30.47 FEET;
29 THENCE N 80°18'03" W A DISTANCE OF 29.84 FEET;
30 THENCE N 85°39'40" W A DISTANCE OF 318.58 FEET;
31 THENCE S 77°48'07" W A DISTANCE OF 30.42 FEET;
32 THENCE S 84°58'59" W A DISTANCE OF 29.01 FEET;
33 THENCE S 89°55'28" W A DISTANCE OF 119.83 FEET;
34 THENCE N 89°29'26" W A DISTANCE OF 179.76 FEET;
35 THENCE N 88°16'29" W A DISTANCE OF 46.67 FEET;
36 THENCE N 86°57'50" W A DISTANCE OF 122.90 FEET;
37 THENCE N 81°58'55" W A DISTANCE OF 119.60 FEET TO THE BEGINNING OF A
38 CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1176.88 FEET, A CHORD
39 BEARING OF N 80°21'54" W AND A CHORD DISTANCE OF 328.17 FEET;
40
41 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 329.24 FEET;
42
43 THENCE S 89°24'25" W A DISTANCE OF 179.94 FEET;
44 THENCE S 88°58'45" W A DISTANCE OF 179.71 FEET;
45 THENCE S 85°15'33" W A DISTANCE OF 90.62 FEET;
46 THENCE S 75°00'56" W A DISTANCE OF 29.57 FEET;

1 THENCE S 59°42'34" W A DISTANCE OF 29.89 FEET;
2 THENCE S 56°24'01" W A DISTANCE OF 120.42 FEET;
3 THENCE S 54°31'47" W A DISTANCE OF 29.53 FEET;
4 THENCE S 52°02'52" W A DISTANCE OF 29.85 FEET;
5 THENCE S 48°31'12" W A DISTANCE OF 30.08 FEET;
6 THENCE S 38°16'59" W A DISTANCE OF 29.75 FEET;
7 THENCE S 21°37'46" W A DISTANCE OF 16.75 FEET;
8 THENCE S 04°53'41" W A DISTANCE OF 73.69 FEET;
9
10 THENCE S 10°27'59" W A DISTANCE OF 41.57 FEET TO A POINT ON THE WEST LINE
11 OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11;
12
13 THENCE S 00°09'49" W ALONG SAID WEST LINE A DISTANCE OF 354.17 FEET TO
14 THE POINT OF BEGINNING;
15
16 CONTAINING A TOTAL AREA OF 10,671,714.00 SQUARE FEET OR 244.99 ACRES
17 MORE OR LESS.

**AGREEMENT IN FURTHERANCE OF ANNEXATION
FOR
IRWIN THOMAS ANNEXATION NO. 1
TO THE CITY OF LONGMONT, COLORADO**

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1 1.2 The Owner acknowledges that the City has finite economic resources to extend urban
2 services. If any urban service provided by the City is not available to coordinate with the Owner's
3 development schedule, the Owner shall delay development of the Property. In the alternative and
4 through the approval of a PIA, the City Council, in its sole discretion, may allow the Owner to fully
5 pay in advance those funds necessary to accelerate the provision of urban services, subject to any
6 reimbursement provided by the LMC and ordinances. In no event, shall the City be liable to the Owner
7 for any damages, real or anticipated, resulting from any delay in the provision of urban services.

8 1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop
9 the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way.
10 Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of
11 eminent domain. The Owner shall pay, in advance, all acquisition costs the City may incur in
12 providing assistance, including any court costs and attorneys' fees.

13 14 **ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT**

15 2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to
16 develop and use the Property in a manner consistent with PUD-MU zoning; a copy of the plan is
17 attached as Exhibit B. The Owner's Concept Plan generally conforms to the LACP. All future
18 development on the Property shall generally conform to the Concept Plan and applicable ordinances
19 in effect at the time of development and building permit application. If the Concept Plan fails to
20 conform to all ordinances at the time of development, the Owner shall apply for amendments to the
21 Concept Plan in accordance with the City's development review procedures. In the event, however,
22 that the Concept Plan fully complies with the then-existing development ordinances of the City, then
23 the Concept Plan shall guide the design, development and intensity of uses depicted unless the City
24 and Owner mutually agree to amend the same in conformance with the City's development review
25 procedures. The City shall retain full authority to act in the public interest in exercising its municipal
26 police powers, including considering or initiating amendments or modifications of the zoning and
27 Concept Plan for some or all of the parcels making up the Property.

28 2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge
29 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
30 property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner
31 agrees that the Property will be subject to all ordinances currently in effect and as amended at the time

1 the Property develops, including any future phasing or growth management regulations that may be
2 adopted by the City. The Owner further acknowledges that future growth management systems may
3 limit the location or timing of growth in the City, and that annexation does not guarantee the extension
4 of urban services or the entitlement of development rights.

5 2.3 Land Use. The following sections identify how certain uses on the Property may
6 continue upon annexation until time of development as defined in the Land Development Code.

7 2.3.1 Existing agricultural uses including Cattle may continue on the Property as
8 allowed in Section 15.04.020.B.33.b of the LMC. Agricultural operations on portions of the Property
9 zoned PUD-MU – *PUD Mixed Use in this annexation* may continue until a development application
10 is approved by the City of Longmont. Once the application is approved, the agricultural uses may
11 only continue on property not approved for residential development unless allowed as an accessory
12 use in the Title 15 of the LMC (the Land Development Code).

13 2.3.2 Existing homes, barns and structures may be expanded up to 20%, repaired or
14 remodeled upon approval of a building permit for the existing use. Platting is not required prior to the
15 issuance of a permit for existing structures.

16 2.3.3 The existing access may continue to be used and no different or additional
17 access shall be required of the Owner.

18 2.3.4 The existing water tap(s) and septic system(s), if any, may continue to be used
19 and any septic system may be modified or replaced.

20 2.3.5 No reimbursement for any adjacent, on-site or off-site improvements shall be
21 required prior to final plat and any such reimbursement shall be limited to the portion allocated to the
22 subdivided and developed parcel.

23 2.3.6 The City acknowledges the existence of a State mining permit on the Property.
24

25 **ARTICLE THREE-PHASING**

26 3.1 The Concept Plan proposes development of the Property in three phases: Mining,
27 Reclamation, and Final Development. The Owner proposes to develop the Property according to this
28 phasing as set forth in the Concept Plan unless the City has reviewed and approved the Owner's
29 request to amend the Concept Plan in conformance with the City's development review procedures.
30 The Owner acknowledges that development of the property at any time within the phasing plan is
31 entirely dependent upon the City's decision to extend utilities and provide urban services. The Owner

1 agrees, to the extent possible, to coordinate with the City and the operators of gravel mining operations
2 on the Property to achieve an expedited mining process in accordance with all approvals, agreements
3 and permit conditions.

4 3.2 Unless the City agrees otherwise in writing, the Owner shall satisfy all participation
5 costs, improvement and dedication requirements, and other applicable requirements of the LMC and
6 ordinances, for each phase. Development may occur simultaneously in more than one phase.

8 ARTICLE FOUR-DRAINAGE

9 4.1 Drainage Plan.

10 4.1.1 At time of final development, the Owner, at Owner's sole expense, shall
11 prepare a master drainage plan for the Property to control all storm water runoff greater than that
12 historically generated from the Property. The drainage plan shall not alter historic flows in any
13 manner that would adversely impact upstream or downstream properties. The master drainage plan
14 shall meet all City standards and specifications and be subject to approval by the City.

15 4.1.2 The master drainage plan shall show the location and extent of all drainage
16 system improvements, including but not limited to, collection and detention facilities. If construction
17 of drainage improvements will result in changes to drainage or irrigation facilities affecting other
18 property or facility owners, the Owner shall, unless waived by the City, obtain the written consent of
19 each affected property or facility owner to the changes before the City will approve the plan.

20 4.1.3 The Owner shall construct all improvements in accordance with City
21 standards and specifications in effect at the time of construction in an appropriate sequence to meet
22 the demands that development of the Property generates. At the request of the City, the Owner shall
23 update the master drainage plan prior to review of each final plat to determine the configuration,
24 timing, and responsibility for the improvements.

25 4.2 Drainage Improvements.

26 4.2.1 The master drainage plan shall state the Owner's responsibility for on-site
27 drainage improvements. The master drainage plan may include construction of facilities to convey,
28 collect, and detain irrigation and storm water.

1 4.2.2 The master drainage plan shall also state the Owner's responsibility for off-
2 site improvements. The Owner's PIA will address these responsibilities in detail, including any
3 proportionate reimbursements from any property owners benefiting from the improvements, as
4 provided in the LMC and ordinances then in effect.

5 4.2.3 If any portion of the Property lies within a floodplain, including unmapped
6 floodplains, as defined by the Federal Emergency Management Agency ("FEMA"), the Owner shall
7 provide all necessary design and submittal materials to FEMA for proposed changes to the floodplain
8 designation. Any materials must be reviewed and approved by the City before submittal to FEMA.

9 4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage
10 facilities shall be owned and maintained by the Owner or a homeowners/business association, or other
11 maintenance organization acceptable to the City, unless otherwise stated in the PIA.

12 4.3 Storm Water Quality. The City of Longmont is identified as a Phase 2 City
13 in the National Pollutant Discharge Elimination System (NPDES). The Owner shall provide all storm
14 water quality provisions in accordance with all Federal, State and local regulations in effect at the
15 time of development.

16 17 **ARTICLE FIVE-STREETS AND TRANSPORTATION**

18 5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to
19 encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by
20 warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be
21 consistent with the "City of Longmont Public Improvements Design Standards and Construction
22 Specifications" and the Concept Plan.

23 5.2 Transportation Needs, Reimbursements and Credits.

24 5.2.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC, delineates
25 the Transportation Investment Fee for Arterial Streets.

26 5.2.2 The Owner has submitted and the City has approved the Owner's
27 transportation study. The Owner shall update the study with each final plat, unless waived by the
28 City.

29 5.2.3 To fully develop the Property, the Owner may need to construct certain on-
30 site and off-site transportation improvements, as identified in the approved traffic study, as updated,
31 and to acquire off-site right-of-way. Said transportation improvements shall be identified within the

1 PIA which shall be subject to approval by the City Council. The Owner shall be responsible for all
2 acquisition costs for the off-site right-of-way, subject to reimbursement as detailed in the PIA for each
3 development phase.

4 5.2.4 The Owner, subject to the provisions of Section 2.3.5, shall construct or
5 contribute to the cost of construction of all on-site and off-site transportation improvements in a
6 sequence acceptable to the City, to meet the demands that development of each phase of the Property
7 will generate, including the arterial and collector streets identified in Paragraph 5.1.

8 5.2.5 The Owner's construction of arterial street improvements, and arterial
9 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
10 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
11 of the LMC, and as detailed in the Owner's PIA for each development phase.

12 5.2.6 The Owner is solely responsible for construction of all transportation
13 improvements to accommodate development of the Property that do not directly benefit other
14 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for
15 reimbursement to the Owner for these expenses.

16 5.2.7 The Owner shall pay the City for all costs for the street lighting system along
17 public rights-of-way within the Property and along the Owner's side of public rights-of-way that
18 border the Property.

19 5.2.8 The Owner shall construct off-site transportation improvements to serve the
20 Property, including but not limited to:

- 21 a) 119th Street improvements as required through the City's design
22 process which may include but are not limited to road widening, turn lanes,
23 curb and gutter and sidewalks.
- 24 b) Quail Road improvements on or adjacent to the property as required
25 through the design process which may include but are not limited to road
26 widening, turn lanes, curb and gutter and sidewalks.
- 27 c) East Ken Pratt improvements as required through the design process
28 which may include but are not limited to road widening, turn lanes, curb
29 and gutter and sidewalks.

1 **ARTICLE SIX-UTILITIES**

2 6.1 General Requirements.

3 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property
4 is at the discretion of the City. Such decision to extend utilities shall either be made through a PIA or
5 the CIP, as outlined in Article One.

6 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase
7 of development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
8 Rates, Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont Public
9 Improvements Design Standards and Construction Specifications.

10 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
11 plans for on-site and off-site utility improvements.

12 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
13 improvements in the Owner's PIA.

14 6.1.5 The Owner shall obtain, at Owner's sole expense, and dedicate to the City all
15 necessary easements and rights-of-way for the installation of the water and sewer lines, and provide
16 an all-weather access surface to all manholes, valves and hydrants on the lines. Expenses for
17 acquisition of easements shall be eligible for reimbursement to the Owner from adjacent or other
18 property owners benefiting from the easements, according to City policy, if any, in effect at the time
19 of development, as detailed in the Owner's PIA.

20 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the
21 future, to serve the Property based upon the timing of development of the Property relative to full
22 build out of existing annexed lands. Actual allocation of service shall be on a first come, first served
23 basis as determined by the City Council.

24 6.2 Electric Requirements.

6.2.1 The Owner shall pay the City for the cost of any electric utility extension or facility relocation that development of the Property requires. If relocation requires additional or expanded easements, the Owner shall provide the easements to the City, without cost, subject only to encumbrances acceptable to the City. Expenses for acquisition of easements shall be eligible for reimbursement to the Owner from adjacent or other benefiting property owners according to City policy in effect at the time of development as detailed in the PIA.

6.2.2 Within 30 days of written notification by the City, the Owner shall reimburse the City's electric utility for all costs associated with the transfer of service territory within the Property to the City from other electric utilities. These costs shall include, but not be limited to, transfer or removal of existing customer services, buy-out of utility facilities, and lost revenue payments. The terms of transfers shall be dictated by the then applicable service territory transfer agreements between the City and other electric utilities, including any specific agreement reached concerning the Property or by Colorado statutes. Transfer of the service territory, existing customers, and resulting costs may occur in stages at the City's discretion.

6.2.3 All development approvals, building permits, and certificates of occupancy shall be subject to payment of all reimbursable costs.

6.3 Water System Requirements.

6.3.1 The City has limited water transmission service and storage capacity. The City provides water service on a first come, first served basis as determined by the City Council.

6.3.2 The Owner shall be solely responsible for construction of all water line installations to serve the Property. The Owner shall construct a complete looped system to serve each development phase.

6.3.3 All on-site water lines shall extend across each phase of the Property to the appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the Property. The Owner, subject to the provisions of Section 2.3.5, shall construct water lines to serve the Property, including but not limited to:

- a) A 12 inch water main in Quail Road from Junction Parkway to Martin Street unless constructed by others prior to the development of the site, in which case Owner may be required to participate in such costs upon development of the Property.

b) A 12 inch water main from south of and adjacent to Ken Pratt Blvd (Highway 119) from the Left Hand Greenway to the property unless constructed by other prior to the development of the site, in which case Owner may be required to participate in such costs upon development of the Property.

6.3.4 The City shall determine the exact timing of installation of all water lines at the time of final plat and PIA for each phase.

6.3.5 The Owner shall identify and report to the City all existing water services that any water districts provide to the Property. The Owner shall complete exclusion from all water districts having jurisdiction over the Property prior to development as defined in the Land Development Code. The Owner must provide proof of exclusion from all water districts before the City will extend water service.

6.4 Sewer Line Requirements.

6.4.1 The Owner shall be solely responsible for construction of all sewer line installations to serve the Property.

6.4.2 The Property will discharge to the Quail Neighborhood Lift Station which was designed and constructed by the City. The Property was identified as contributing to basins 358, 522 and 523. Participation in the Lift Station design and construction costs will be due at the time the Property develops and allocated through the Public Improvement Agreement.

6.4.3 All on-site sewer lines shall extend across each phase of the Property to the appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the Property. The Owner shall construct sewer lines to serve the Property, including but not limited to:

a) An 8 inch minimum sanitary sewer main from the existing Quail Neighborhood Interceptor located on the south side of Ken Pratt Blvd. (Highway 119) to serve the development on the Property.

6.4.3 The City shall determine the exact timing of installation of all sewer lines at the time of final plat for each phase.

6.4.4 All sanitary sewer service to the Property will be with a gravity sewer system to the Quail Neighborhood Interceptor. Additional lift stations will not be allowed unless approved by the City.

6.5 Raw Water Requirements.

1 6.5.1 Before the annexation ordinance is recorded with the county clerk and
2 recorder, the Owner shall convey to the City all historical water rights appurtenant to the Property,
3 according to the City's raw water requirements. The Owner shall satisfy any raw water deficits
4 according to the City's then existing raw water requirements.

5 6.5.2 The owner may request to enter a raw water lease from the City, in accordance
6 with the municipal code and city policy, to meet potential augmentation requirements for permanent
7 ponds constructed on site after all historical water rights have been conveyed in accordance with
8 Section 6.5.1.

9
10 **ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND**
11 **AND SCENIC ENTRY CORRIDOR**
12

13 7.1 The Longmont Area Comprehensive Plan (LACP) identifies primary and other
14 greenways. Subject only to encumbrances acceptable to the City, the Owner shall construct and
15 dedicate, according to the LMC and ordinances then in effect, all primary and other greenway
16 segments that border or cross the Property in conjunction with each final plat, as depicted in the LACP
17 then in effect.

18 7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way
19 landscaping, including bikeways, in accordance with the LMC and ordinances in effect at the time of
20 development.

21 7.3 The parties acknowledge that in accordance with the current LMC and ordinances, it
22 is the City's responsibility to acquire, design and construct parks. The Owner shall reserve as parkland
23 all areas designated as such on the Concept Plan. Subsequent agreement(s) will specify the price for
24 the land and other details related to its transfer to City ownership. The assessed value of the land will
25 be based on pre-annexed, raw land values.

26 7.4 The Owner shall design, acquire, construct and maintain a scenic entry corridor
27 adjacent to State Highway 119, as designated on the Concept Plan. The Owner shall reserve a 50-
28 foot scenic entry corridor north of the State Highway 119 right-of-way line. The Owner shall provide
29 and install irrigated landscaping for the scenic entry corridor. The Owner, a homeowners/business
30 association, or other maintenance organization acceptable to the City shall also maintain the
31 landscaping for the scenic entry corridor. Landscape design shall be submitted to the City for review

1 and approval at the time of preliminary and final plats. No buildings, parking lots, fencing,
2 merchandise display, or accessory structures shall be allowed within this 50-foot scenic entry corridor.
3 Only one monument sign (six feet or less in height) shall be allowed on each lot or parcel of land
4 fronting the buffer, but not within the first 25 feet of this buffer measuring north of the right-of-way
5 line (excluding temporary signs conforming to City ordinance, for use by Owner in marketing the
6 Property). In the event the City Council adopts specific land use performance standards for scenic
7 entry corridors, those standards shall supersede and replace the provisions of this section pertaining
8 to the portions of the scenic entry corridor as yet unbuilt.

9 **ARTICLE EIGHT-EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT**

10 8.1 The Owner shall pursue exclusion of the Property from the Mountain View Fire
11 Protection District after the annexation has been recorded. The Owner shall file, at the Owner's
12 expense, all necessary petitions required by C.R.S., for exclusion from the fire district(s). Evidence
13 of exclusion shall be provided to the City prior to recording a final plat; or the Owner agrees to file,
14 at the Owner's expense, with the appropriate District Court all necessary petitions, pursuant to C.R.S.,
15 for exclusion from the fire district(s) prior to recording the final plat.
16

17 **ARTICLE NINE-COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC** 18 **AND COMMON IMPROVEMENTS**

19 9.1 The City shall assure construction of public improvements by requiring the Owner
20 to execute a PIA and to provide financial security before development of all or any applicable
21 phase of development, according to the LMC and ordinances then in effect.

22 9.2 Where the Owner constructs public improvements that will also benefit other
23 property owners and the public, reimbursement to the Owner shall be according to the LMC and
24 ordinances in effect at the time of development, and detailed in the Owner's PIA.

25 9.3 Where the Owner's property abuts or benefits from existing public improvements that
26 have been constructed by others (including the City), the Owner may be required to participate in
27 those public improvements according to the LMC and ordinances in effect at the time of development
28 and as detailed in the Owner's PIA.

**ARTICLE TEN-INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT,
NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

10.1 As an express condition of annexation, the Owner consents to inclusion into the Northern Colorado Water Conservancy District (District) and the Municipal Subdistrict (Subdistrict), Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S. The Owner acknowledges that, upon inclusion into the District and Subdistrict, the Property will be subject to the same mill levies and special assessments as are levied or will be levied on other similarly situated property in the District and Subdistrict at the time of inclusion of the Property. The Owner agrees to waive any right that may exist to require an election pursuant to Article X, Section 20, of the Colorado Constitution before the District and Subdistrict can impose such mill levies and special assessments as it has the authority to impose. The Owner also agrees to waive, upon inclusion, any right that may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.

ARTICLE ELEVEN-

[INTENTIONALLY DELETED]

ARTICLE TWELVE-ENFORCEMENT

12.1 The parties shall have the right to enforce the provisions of this Agreement by appropriate remedy in law or equity, including specific performance.

ARTICLE THIRTEEN-NON-CONTESTABILITY

13.1 The Owner presents this Agreement to induce favorable consideration of the Petition for Annexation. The City Council and the public are relying on the Owner's promises to perform this Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy any material provision of this Agreement, the Council may deem the Owner, and any grantees, successors or assigns in interest found in violation, collectively to have petitioned for disconnection of the annexed territory, according to the annexation laws of Colorado. For this article, the City may consider each ownership entity separately, and may consider a violation by one ownership entity not to be a violation by others.

1 **ARTICLE FOURTEEN-MISCELLANEOUS**

2 14.1 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be
3 construed as to their fair meaning, and not for or against any party based upon any attribution to such
4 party as the source of the language in question.

5 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
6 reference only and of no meaning in the interpretation or effect of this Agreement.

7 14.3 Compliance with Ordinances and Regulations. The parties shall perform their
8 respective obligations under this Agreement in strict compliance with all applicable laws, rules,
9 charters, ordinances and regulations, as now exist or are later enacted or amended, of the City, and all
10 county, state and federal entities having jurisdiction over the Property.

11 14.4 Agreement as Covenant. This Agreement, and all of its obligations, shall run with the
12 land and be a covenant with respect thereto, and shall be binding upon the parties, their respective
13 heirs, successors and assigns. The City shall record this Agreement with the county clerk and
14 recorder.

15 14.5 No Implied Representations. No representations, warranties or certifications, express
16 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

17 14.6 No Third Party Beneficiaries. None of the terms, conditions or covenants in this
18 Agreement shall give or allow any claim, benefit, or right of action by any third person not a party
19 hereto. Any person other than the City or the Owner receiving services or benefits under this
20 Agreement shall be only an incidental beneficiary.

21 14.7 Financial Obligations of City. All financial obligations of the City under this
22 Agreement are contingent upon appropriation, budgeting, and availability of specific funds to
23 discharge such obligations. Nothing in this Agreement shall be deemed a debt of the City, nor a
24 pledge of the City's credit, or a collection or payment guarantee by the City to the Owner.

25 14.8 Indemnification of City. The Owner shall indemnify and save harmless the City, its
26 officers, and employees, against any claims, liabilities, damages, fines, penalties, and costs arising
27 during or after the term of this Agreement from any work done or omission made by the Owner,
28 Owner's officers, employees or agents, arising out of or resulting from performance or
29 nonperformance of this Agreement.

1
2 Cristi Campbell
3
4 PROOFREAD
5
6 APPROVED AS TO FORM AND SUBSTANCE:
7
8
9
10 ORIGINATING DEPARTMENT

8/4/17
DATE

DATE

1 OWNER

2
3 BY: Golden Farm LTD by Reginald M. Golden
4 TITLE: Managing General Partner

5
6 ATTEST:

7
8
9
10 SECRETARY

11
12 State of Colorado
13) ss:
14 County of Boulder

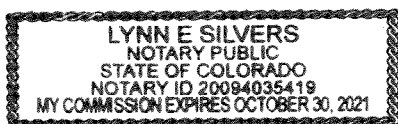
15
16
17 The foregoing instrument was acknowledged before me by Reginald V. Golden,
18 (Name of party signing)

19
20 a general partner/limited partner/agent (select one) on behalf of Golden Farm LTD
21 (Name of limited liability limited partnership)

22
23 a limited liability limited partnership, this 22 day of August, 2017.

24
25
26 Witness my hand and official Seal.

27
28 My Commission expires 10/30/2021.



Lynn E. Silvers
Notary Public

CA File: 9908

EXHIBIT A**Irwin Thomas Annexation #1****Legal Description**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER, PART OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 BEARS N 90°00'00" E BETWEEN A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 18982 IN RANGE BOX AT THE SOUTHEAST QUARTER OF SAID SECTION 11.

COMMENCING AT A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 34993 AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST;

THENCE S 00°23'31" W ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 81.16 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (8) COURSES AND DISTANCES:

1) N 87°01'49" E A DISTANCE OF 366.96 FEET;

2) S 89°49'17" E A DISTANCE OF 1090.50 FEET;

3) S 86°10'33" E A DISTANCE OF 453.38 FEET;

4) ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 1157.79', WITH A RADIUS OF 1761.52 FEET, WITH A CHORD BEARING OF N 73°57'35" E, WITH A CHORD LENGTH OF 1137.06 FEET;

5) N 85°23'01" E A DISTANCE OF 262.28 FEET;

6) S 80°30'18" E A DISTANCE OF 90.60 FEET;

7) S 67°36'37" E A DISTANCE OF 167.64 FEET;

1 8) S 60°10'29" E A DISTANCE OF 457.20 FEET TO A POINT ON THE WESTERLY RIGHT-
2 OF-WAY LINE OF NORTH 119TH STREET;
3 THENCE N 89°53'04" E A DISTANCE OF 40.00 FEET TO A POINT ON THE EASTERLY
4 RIGHT-OF-WAY LINE OF NORTH 119TH STREET;
5 THENCE S 00°06'56" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE 20 FEET
6 EASTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER
7 OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1231.26 FEET;
8 THENCE S 00°02'50" W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE
9 20 FEET EASTERLY AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST
10 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11 A DISTANCE OF 1141.37
11 FEET;
12 THENCE N 89°58'52" W A DISTANCE OF 50.09 FEET;
13 THENCE N 00°02'50" E A DISTANCE OF 80.70 FEET;
14 THENCE N 70°49'00" W A DISTANCE OF 70.96 FEET;
15 THENCE N 79°37'39" W A DISTANCE OF 133.21 FEET;
16 THENCE N 00°00'00" E A DISTANCE OF 14.08 FEET;
17 THENCE N 90°00'00" W A DISTANCE OF 1120.00 FEET;
18 THENCE N 58°27'33" W A DISTANCE OF 98.96 FEET;
19 THENCE S 00°00'00" E A DISTANCE OF 393.86 FEET TO A POINT ON THE
20 SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD;
21 THENCE N 90°00'00" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 30 FEET
22 SOUTHERLY AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST
23 QUARTER OF SECTION 11 A DISTANCE OF 55.00 FEET;
24 THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE N 00°00'00" W A
25 DISTANCE OF 427.62 FEET;
26 THENCE N 58°27'33" W A DISTANCE OF 31.07 FEET;
27 THENCE N 66°50'00" W A DISTANCE OF 157.10 FEET;
28 THENCE N 00°22'00" E A DISTANCE OF 145.94 FEET;
29 THENCE N 90°00'00" W A DISTANCE OF 839.55 FEET;

1 THENCE S 00°22'00" W A DISTANCE OF 651.62 FEET TO A POINT ON THE
2 SOUTHERLY RIGHT-OF-WAY LINE OF QUAIL ROAD;

3 THENCE N 90°00'00" W 30 FEET SOUTHERLY AND PARALLEL WITH THE SOUTH
4 LINE OF THE SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 134.21 FEET;

5 THENCE S 89°35'39" W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A
6 DISTANCE OF 1308.36 FEET;

7 THENCE N 00°23'31" E A DISTANCE OF 30.00 FEET TO A FOUND 3.25 INCH
8 ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE BOX AT THE
9 SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
10 QUARTER OF SECTION 11;

11 THENCE N 00°23'31" E ALONG THE WEST LINE OF THE EAST HALF OF THE
12 SOUTHWEST QUARTER OF SECTION 11 A DISTANCE OF 2537.37 FEET TO THE
13 POINT OF BEGINNING.

14

15 TOGETHER WITH THAT CITY OF LONGMONT PARCEL DESCRIBED IN
16 INSTRUMENT RECORDED AS RECEPTION NO. 1716857 AND BEING MORE
17 PARTICULARLY DESCRIBED AS FOLLOWS:

18 A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE NORTHWEST QUARTER
19 AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION
20 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
21 COUNTY OF BOULDER, STATE OF COLORADO AND BEING MORE PARTICULARLY
22 DESCRIBED AS FOLLOWS:

23

24 BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
25 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
26 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN
27 A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
28 BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2
29 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
30 SOUTHEAST CORNER OF SAID SECTION 11.

31

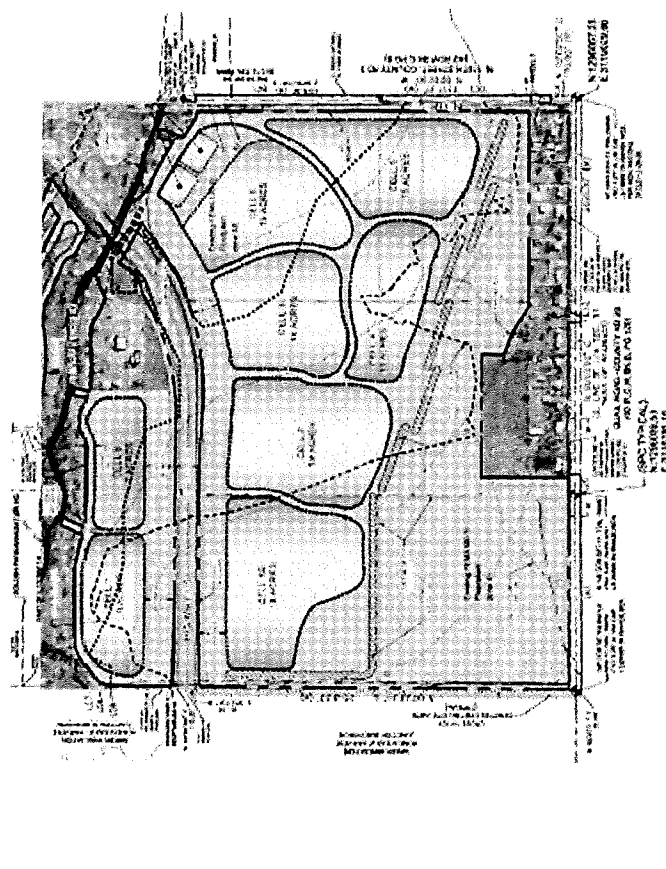
32 COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE
33 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF
34 THE 6TH PRINCIPAL MERIDIAN, A FOUND 3.25 INCH ALUMINUM CAP MONUMENT
35 IN RANGE BOX WITH CAP STAMPED LS 34993;

1 THENCE N 00°09'49" E ALONG THE WEST LINE OF THE EAST HALF OF THE
2 NORTHWEST QUARTER OF SECTION 11 A DISTANCE OF 113.32 FEET TO THE POINT
3 OF BEGINNING AT THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE
4 HIGHWAY 119;
5
6 THENCE S 88°35'07" E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF
7 HIGHWAY 119 A DISTANCE OF 420.12 FEET;
8
9 THENCE S 89°46'53" E A DISTANCE OF 1458.66 FEET TO THE BEGINNING OF A
10 CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1499.43 FEET, A CHORD
11 BEARING OF N 84°05'29" E AND A CHORD DISTANCE OF 316.16 FEET;
12
13 THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N 00°23'09" E A
14 DISTANCE OF 540.74 FEET;
15 THENCE S 89°13'25" W A DISTANCE OF 16.39 FEET;
16 THENCE N 88°58'35" W A DISTANCE OF 59.92 FEET;
17 THENCE N 87°25'56" W A DISTANCE OF 59.36 FEET;
18 THENCE N 84°49'36" W A DISTANCE OF 30.47 FEET;
19 THENCE N 80°18'03" W A DISTANCE OF 29.84 FEET;
20 THENCE N 85°39'40" W A DISTANCE OF 318.58 FEET;
21 THENCE S 77°48'07" W A DISTANCE OF 30.42 FEET;
22 THENCE S 84°58'59" W A DISTANCE OF 29.01 FEET;
23 THENCE S 89°55'28" W A DISTANCE OF 119.83 FEET;
24 THENCE N 89°29'26" W A DISTANCE OF 179.76 FEET;
25 THENCE N 88°16'29" W A DISTANCE OF 46.67 FEET;
26 THENCE N 86°57'50" W A DISTANCE OF 122.90 FEET;
27 THENCE N 81°58'55" W A DISTANCE OF 119.60 FEET TO THE BEGINNING OF A
28 CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1176.88 FEET, A CHORD
29 BEARING OF N 80°21'54" W AND A CHORD DISTANCE OF 328.17 FEET;
30
31 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 329.24 FEET;
32
33 THENCE S 89°24'25" W A DISTANCE OF 179.94 FEET;
34 THENCE S 88°58'45" W A DISTANCE OF 179.71 FEET;
35 THENCE S 85°15'33" W A DISTANCE OF 90.62 FEET;
36 THENCE S 75°00'56" W A DISTANCE OF 29.57 FEET;
37 THENCE S 59°42'34" W A DISTANCE OF 29.89 FEET;
38 THENCE S 56°24'01" W A DISTANCE OF 120.42 FEET;
39 THENCE S 54°31'47" W A DISTANCE OF 29.53 FEET;
40 THENCE S 52°02'52" W A DISTANCE OF 29.85 FEET;
41 THENCE S 48°31'12" W A DISTANCE OF 30.08 FEET;

13

IRWIN THOMAS ANNEXATION NO. 1 CONCEPT PLAN

PHASE ONE: MINING AND CONCURRENT RECLAMATION



THE CONCEPT PLAN IS A PRELIMINARY DESIGN AND IS NOT A FINAL DESIGN. IT IS SUBJECT TO CHANGE AND IS NOT TO BE USED FOR CONSTRUCTION OR RECLAMATION WITHOUT THE WRITTEN APPROVAL OF THE DESIGNER. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS CONCEPT PLAN.

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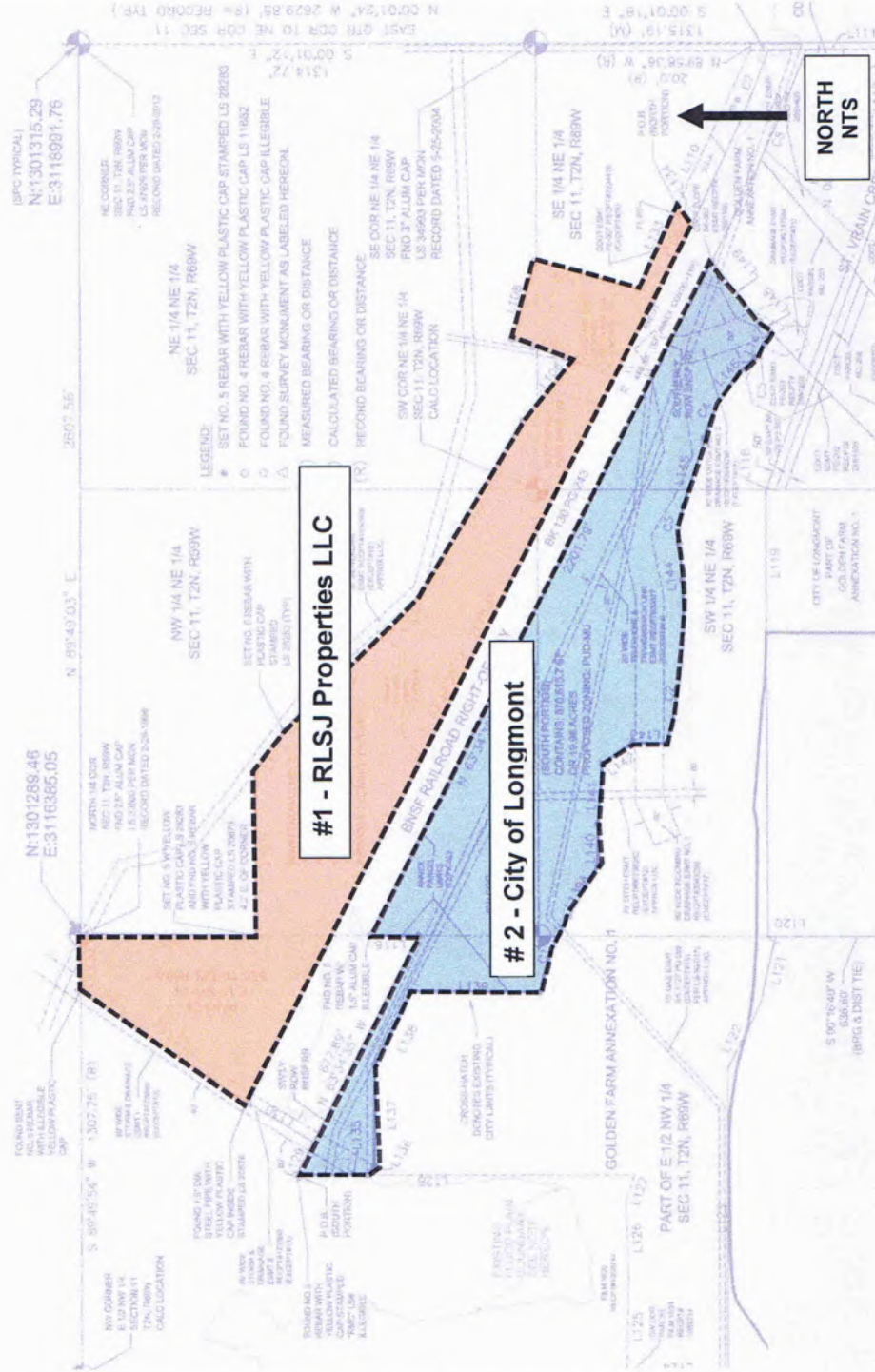
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DESIGNED BY:
Boulder County
FOR THE RECLAMATION OF THE
IRWIN THOMAS ANNEXATION NO. 1
PAGE 2 OF 4

EXHIBIT B

Mountain View Fire Protection District
Irwin Thomas Annexation No. 2
Petition for Exclusion
Ownership Diagram
March 16, 2023

1. **RLSJ Properties, LLC**
PO Box 54
Longmont, CO 80502
Parcel # 131511000066
Warranty Deed recorded May 8, 2000
at Reception No. 2043296
2. **City of Longmont**
350 Kimbark St
Longmont Co
80501-5500
Parcel #131511000067
Warranty Deed recorded July 3, 2003
at Reception No. 2465971



MOUNTAIN VIEW FIRE PROTECTION DISTRICT PETITION FOR
EXCLUSION

DEEDS

IRWIN THOMAS ANNEXATION NO. 2



EXHIBIT A
Legal Description

PARCEL A

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 11, WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11 NORTH 00°01'24" WEST 156.00 FEET; THENCE LEAVING SAID EAST LINE NORTH 70°19'39" WEST 21.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF NORTH 119TH STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 70°19'39" WEST 1369.15 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE NORTH 00°07'45" EAST 27.17 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°43'29" WEST 1308.99 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE SOUTH 00°16'52" WEST 22.23 FEET; THENCE LEAVING SAID WEST LINE NORTH 77°55'08" WEST 197.98 FEET; THENCE NORTH 63°40'08" WEST 217.90 FEET; THENCE SOUTH 89°55'52" WEST 914.35 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11; THENCE ALONG SAID WEST LINE NORTH 00°09'49" EAST 290.02 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°03'48" EAST 304.16 FEET; THENCE NORTH 87°51'12" EAST 223.07 FEET; THENCE SOUTH 70°42'17" EAST 78.66 FEET; THENCE NORTH 00°09'49" EAST 972.28 FEET; THENCE SOUTH 63°34'35" EAST 785.46 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 11; THENCE ALONG SAID EAST LINE NORTH 00°16'52" EAST 139.24 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 63°34'35" EAST 2263.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID ARC HAVING A RADIUS OF 6049.99 FEET, A CENTRAL ANGLE OF 05°32'10", CHORD WHICH BEARS SOUTH 66°20'40" EAST 584.35 FEET), A DISTANCE OF 584.57 FEET; THENCE SOUTH 00°01'42" EAST 117.05 FEET; THENCE NORTH 89°58'18" EAST 29.81 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°01'24" EAST 202.22 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 89°58'36" WEST 27.00 FEET; THENCE SOUTH 00°01'24" EAST 35.00 FEET; THENCE NORTH 89°58'36" EAST 27.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 00°01'24" EAST 29.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF KEN PRATT BOULEVARD EXTENSION PROJECT IDENTIFIED AS EXHIBIT A (PARCEL 202) AS RECORDED AT RECEPTION NO. 2245625 OF BOULDER COUNTY RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SECTION 11, WHENCE THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH

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00°01'24" WEST 2629.85 FEET; THENCE ALONG THE EAST LINE OF THE
NORTHEAST QUARTER OF SECTION 11 NORTH 00°01'24" WEST 156.00
FEET; THENCE LEAVING SAID EAST LINE NORTH 70°19'39" WEST 692.13
FEET TO THE POINT OF BEGINNING;

THENCE NORTH 70°19'39" WEST 333.74 FEET; THENCE NORTH
46°31'44" EAST 234.97 FEET; THENCE NORTH 51°28'41" EAST 223.31
FEET; THENCE SOUTH 63°34'35" EAST 61.96 FEET; THENCE ALONG THE
ARC OF A CURVE TO THE LEFT (SAID ARC HAVING A RADIUS OF
6049.99 FEET, A CENTRAL ANGLE OF 02°33'44", CHORD WHICH BEARS
SOUTH 64°51'27" EAST 270.53 FEET), A DISTANCE OF 270.55 FEET;
THENCE SOUTH 50°45'11" WEST 427.52 FEET TO THE POINT OF
BEGINNING.

RESERVING TO GRANTOR all minerals, including sand, gravel, gold and related materials and the right to mine and remove the same until December 31, 2035 or completion of mining activities, as defined in that certain Purchase Agreement dated May 29, 2003 between Grantor and County of Boulder, in accordance with the mining and reclamation plan approved for the Property by the Colorado Division of Minerals and Geology and the Boulder County Board of County Commissioners on October 3, 2003 under Boulder County Land Use File No. SV-94-22-24.

RESERVING TO GRANTOR all proceeds from the sale of reserved minerals and/or royalties from any lease to mine such reserved minerals for the duration of mining and reclamation activities or until December 31, 2035.

RESERVING TO GRANTOR the right to remove any excess sand, gravel, overburden and topsoil for a period of 3 months following completion of mining and reclamation activities.

RESERVING TO GRANTOR all historical access to irrigation ditches and headgates.

RESERVING TO GRANTOR the right to use all well and well rights and subsurface water and the two Bonus Ditch Company shares in conjunction with the agricultural lease between Grantor and Grantee and Grantor's sand, gravel and gold mining activities.

RESERVING TO GRANTOR all payments due under (a) the Amended and Restated Agreement for Possession and Use dated May 24, 2002, recorded June 5, 2002 as Reception No. 2294476 and (b) Bonus Ditch Company Construction and Maintenance Agreement dated March 6, 2003, recorded March 27, 2003 as Reception No. 2417072.

**EXHIBIT**
Exceptions

Boulder County Clerk, CO WD

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RECORDER'S NOTE:
PORTION OF RECORDED DOCUMENT
MAY NOT REPRODUCE LEGIBLY.

1. Taxes and assessments for the year 2003, a lien, but not yet due or payable.
 2. RIGHT OF WAY AS DEEDED TO THE DENVER, UTAH AND PACIFIC RAILROAD COMPANY IN INSTRUMENT RECORDED OCTOBER 17, 1889 IN BOOK 130 AT PAGE 243.
 3. RIGHT OF WAY FOR THE EMPSON DITCH AS LOCATED IN INSTRUMENTS RECORDED IN BOOK 108 PAGES 91 AND 92 AS SHOWN ON THE SURVEY BY TRI-CONSULTANTS, INC., DATED OCTOBER 1979 AND AS REVISED DECEMBER 7, 1979.
 4. RIGHT OF WAY FOR THE CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY RECORDED OCTOBER 10, 1910 IN BOOK 340 AT PAGE 400.
 5. EASEMENT FOR OPEN DITCH TO CONVEY EFFLUNT FROM THE CITY SEWAGE PLANT GRANTED TO THE CITY OF LONGMONT IN INSTRUMENT RECORDED DECEMBER 21, 1959 IN BOOK 1130 PAGE 27 AND RECORDED NOVEMBER 2, 1965 ON FILM 550 RECEPTION NO. 798282.
 6. EASEMENT AND RIGHT OF WAY FOR STORM AND DRAINAGE DITCH PURPOSES AS GRANTED TO THE CITY OF LONGMONT BY INSTRUMENT RECORDED APRIL 19, 1976, UNDER RECEPTION NO. 173599.
 7. EASEMENT FOR ELECTRIC AND TELEPHONE TRANSMISSION LINE PURPOSES AS GRANTED TO THE CITY OF LONGMONT, A MUNICIPAL CORPORATION, ITS SUCCESSORS, ASSIGNS, LESSEES AND AGENTS BY INSTRUMENT RECORDED AUGUST 17, 1972 ON FILM 784 RECEPTION NO. 30877.
 8. EASEMENT AND RIGHT OF WAY FOR UTILITY LINE PURPOSES AS GRANTED TO THE COUNTY OF BOULDER BY INSTRUMENT RECORDED NOVEMBER 6, 1987, UNDER RECEPTION NO. 887293.
 9. EASEMENT AND RIGHT OF WAY FOR SEWER LINE PURPOSES AS GRANTED TO THE CITY OF LONGMONT BY INSTRUMENT RECORDED MARCH 5, 1990 ON RECEPTION NO. 1030908.
 10. RESERVATIONS OF EASEMENTS, WATER RIGHTS, PROPERTY AND PROPERTY RIGHTS, AND REPURCHASE OPTION AS SET FORTH IN DEED FROM CLEAN ENERGY, LLC TO RLSJ PROPERTIES, LLC RECORDED MAY 8, 2000 UNDER RECEPTION NO. 2043296.
 11. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN SPECIAL WARRANTY DEED RECORDED MAY 8, 2000 AS RECEPTION NO. 2043296.
 12. TERMS, CONDITIONS, PROVISIONS OF PIPE LINE AGREEMENT WITH COLORADO-WYOMING GAS COMPANY, A DELAWARE CORPORATION RECORDED NOVEMBER 19, 1959 IN BOOK 1127 AT PAGE 569.
 13. RIGHTS OF WAY ~~WHETHER~~ IN FEE OR EASEMENT ONLY FOR SAINT VRAIN CREEK, LEFTHAND CREEK BONUS DITCH AS SHOWN ON BOULDER COUNTY ASSESSORS MAP.
 14. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE RIGHT OF WAY FOR QUAIL ROAD, NORTH 119TH. STREET, KEN PRATT BOULEVARD.
 15. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT FOR POSSESSION AND USE RECORDED JANUARY 23, 2002 AS RECEPTION NO. 2245466 AND JANUARY 23, 2002 AS RECEPTION NO. 2245625 AND AMENDED AND RESTATED AGREEMENT FOR POSSESSION AND USE RECORDED JUNE 5, 2002 AS RECEPTION NO. 2294476.
 16. EXISTING LEASES OR TENANCIES.
 17. ANY WATER RIGHTS OR CLAIMS OR TITLE TO WATER IN, ON OR UNDER THE LAND.
 18. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN BONUS DITCH COMPANY CONSTRUCTION AND MAINTENANCE AGREEMENT RECORDED MARCH 27, 2003 AS RECEPTION NO. 2417072.
 19. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED IN EASEMENT AGREEMENT RECORDED MARCH 27, 2003 AS RECEPTION NO. 2417081.
- Subject to the terms and conditions as set forth in that certain Purchase Agreement dated May 29, 2003 between Grantor and County of Boulder.
 - Subject to (a) agricultural lease with Tom Anderson, (b) lease for mining and related activities with Aggregate Industries, Inc. and (c) lease of house to City of Longmont through December 31, 2003, for which Grantor reserves the right to receive the rental payments.



SPECIAL WARRANTY DEED

THIS DEED, made this 17th day of April, 2000, between Clean Energy, LLC, a Colorado limited liability company, Grantor, and RLSJ Properties, LLC, a Colorado limited liability company, whose legal address is 2020 Terry Street, Suite A, Longmont, CO 80501, Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of Nine Hundred Ninety Thousand and no/100 (\$990,000.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Boulder, State of Colorado, described as follows:

As described on Exhibit "A" attached hereto, (the "Property") together with a non-exclusive easement for ingress and egress and utility line purposes over, under and through the property described on Exhibit "B" attached hereto, subject to those matters set forth on Exhibit "C" attached hereto.

1. EXCEPTING AND RESERVING to Grantor, its successors and assigns, the following perpetual non-exclusive easements, property and property rights:

(A) A non-exclusive easement to allow Grantor to connect electrical service with the Platte River high power electrical transmission line and/or for a location for transformation to connect such electrical power, such easement being within the area described as the Drainage Pond Easement as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County, Colorado at LS 99-0172 with such easement being described on Exhibit "F" attached hereto.

(B) An eighty (80) foot wide non-exclusive easement for ditch purposes for the transportation of water at the location described as Incoming Drainage Easement #1 as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County, Colorado at LS 99-0172 with such easement being described on Exhibit "G" attached hereto.

(C) An eighty (80) foot wide non-exclusive easement for ditch purposes for the transportation of water at the location described as Outgoing Drainage Easement #2 as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County, Colorado at LS 99-0172 with such easement being described on Exhibit "H" attached hereto.

(D) A non-exclusive easement for the storage of water and the maintenance and use of a pump house to be maintained by Grantor, within the area described as the Drainage Pond Easement as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County, Colorado at LS 99-0172 with such easement being described on Exhibit "F" attached hereto.

(E) An unspecified non-exclusive drainage easement in gross across the Property herein conveyed to Grantee for the transmission of water from Grantor's other real property lying to the north and west of the Property, utilizing existing ditches and canals and drainage ways and including any now existing underground pipelines or culverts lying within the railroad right of way which bisects the Property.

✓ RETURN: RLSJ Properties
2020 Terry St
Suite A
Longmont Co. 80501



(F) A non-exclusive easement for the purposes described in this subparagraph, over, upon and under that portion of the Property described as lying (i) east of the Drainage Pond Easement as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County, Colorado at LS 99-0172 with such easement being described on Exhibit "F" attached hereto, (ii) west of County Road 119, and (iii) north of the Burlington Northern Railroad Right of Way as described on Exhibit "A" attached hereto. Such easement shall be over and upon the lands subject to such easement for ingress and egress from County Road 119 to the Drainage Pond Easement. Such easement shall be under the lands subject to such easement for purposes of Grantor installing and maintaining utilities to serve operations located on the Drainage Pond Easement and for installing and maintaining a conduit or pipe for the transportation of lime quarried from other lands owned by Grantor lying east of County Road 119 to the Drainage Pond Easement, unless Grantee, consents to such conduit or pipe being installed above ground, if such above ground installation will not interfere with Grantee's use of the Property.

(G) A non-exclusive easement for the purposes described in this subparagraph, overlaying the existing Easements recorded at Film 920, Reception No. 173599, at Film 550, Reception No. 798282, and at Book 1130, Page 27, Reception No. 64439. Such easement shall be for the transportation of water derived from historical water rights and drainage from lands lying north of the Property.

(H) Grantor acknowledges and the exceptions and reservations set forth above shall be subject to the following: Grantee may at its option and expense, relocate any or all of such easements and/or the items listed in 1.(A) through (G) above, and/or provide for the carriage of water into underground pipes provided the quantity and quality of water historically transmitted through such easements is not reduced or impaired and Grantee shall not take any actions so as to reduce or impair the quantity or quality of water entering the Drainage Pond Easement, nor shall any such changes cause additional expense to Grantor to transmit such water and provided such change does not violate the point of diversion set forth in the water decrees referred to on Exhibit "D", unless Grantee obtains at its expense, a decree permitting a change in the point of diversion.

2. EXCEPTING AND RESERVING to Grantor, its successors and assigns, the following perpetual non-exclusive easements, property and property rights:

(A) All existing tributary, nontributary and not-nontributary water and water rights, whether decreed or undecreed, which are available to, appurtenant to or are used or are intended to be used in connection either with the Property or Grantor's adjacent lands, including but not by way of limitation, all of the priorities and interests set forth on the attached Exhibit "D", together with all easements and rights of way for and rights of ingress to and egress from, all diversion and water storage facilities constructed or to be constructed in order to facilitate the use of such reserved priorities and interests, such easements and rights of way including, but not by way of limitation, being all of the interests set forth on the attached Exhibit "E". And also reserving to Grantor, all ditches, dikes, headgates, flumes, tunnels, conduits, measuring devices, reservoirs, dams, pipelines, wells, pumps, pump houses and control equipment appurtenant to such reserved priorities and interests, together with all well permits or other licenses issued by governmental authority in connection therewith (referred to herein as "Grantor's Reserved Water Rights and Interests").



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Grantor agrees that Grantor's construction of water facilities and improvements to facilitate the use and development of Grantor's Reserved Water Rights and Interests shall not interfere, hinder or impair Grantee's use and development of the Property. Grantee's use and development of the Property shall not reduce, interfere, hinder or impair the quantity or quality of Grantor's Reserved Water Rights and Interests.

(B) Grantor acknowledges and the exceptions and reservations set forth above shall be subject to the following: Grantee may at its option and expense, relocate any or all of such easements and/or the items listed in 2.(A) above, and/or provide for the carriage of water into underground pipes provided the quantity and quality of water historically transmitted through such easements is not reduced or impaired and Grantee shall not take any actions so as to reduce or impair the quantity or quality of water entering the Drainage Pond Easement, nor shall any such changes cause additional expense to Grantor to transmit such water and provided such change does not violate the point of diversion set forth in the water decrees referred to on Exhibit "D", unless Grantee obtains at its expense, a decree permitting a change in the point of diversion.

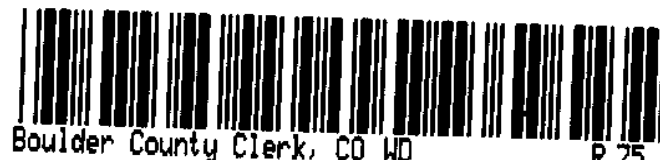
3. Grantor and Grantee agree on the following Additional Provisions:

(A) Grantor also covenants that in the event Grantor receives acknowledgment or resolution that the City of Longmont does not dispute Grantor's rights to the 12 inch water line or an equivalent amount of water taps in lieu thereof, which rights arise pursuant to the terms of a certain Agreement and Longmont City Council Resolutions dated in 1965, that Grantee will transfer to Grantor a 1 inch water tap, or if unavailable, then its equivalent as agreed to by Grantor and Grantee, provided Grantee pays its costs of construction expenses related to such tap(s).

(B) In consideration of the payment of the purchase price and the acceptance of the deed by Grantee, that Grantor and Grantee, each agree to indemnify, defend and hold the other harmless from all liability, claims, or damages arising from the indemnifying party's actions or inactions with respect to the Property, the easements, or in utilizing the reserved rights, as undertaken by each of the party's, their contractors, employees, invitees, licensees, permittees, or other persons performing services at the request of such party.

(C) By acceptance of this deed, Grantee acknowledges that the purchase of the above described Property is being made on an "AS IS", "WHERE IS" basis as to the physical condition of the Property including the environmental conditions existing on the Property, if any, and that Grantor has not made, does not make, and specifically disclaims any representations, warranties or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, future or otherwise, as to, concerning, or with respect to the physical condition of the Property including the environmental conditions existing on the Property, if any. Grantee by acceptance of this deed acknowledges that it has completed all physical examinations relating to its acquisition of the Property that it desires. Grantee acknowledges by acceptance of this deed that it does not have, and will not have in the future, any action against Grantor for any claims arising from any physical conditions including the environmental conditions, if any, now existing or later discovered on the Property.

(D) Grantor reserves an option for Grantor to repurchase the real property underlying the Drainage Pond Easement as set forth on that certain Land Survey Plat prepared by Rocky Mountain Consultants, Inc. filed in the records of Boulder County,



Colorado at LS 99-0172 with such easement being described on Exhibit "F" attached hereto, on the following terms: (1) Such option may be exercised at any time up to and including December 31, 2020, in the event that the portion of the Property on which the Drainage Pond Easement is situated is then annexed into the City of Longmont, (2) Grantee agrees that if the Drainage Pond Easement lands are annexed and platted by Grantee, that Grantee will undertake reasonable efforts to configure its plat to provide that the Drainage Pond Easement lands could comprise a separate lot or parcel, (3) the option purchase price of the Drainage Pond Easement lands shall be payable in cash or certified funds at time of Grantee's conveyance to Grantor, and shall be computed at \$12,500.00 per acre for a period ending December 31, 2000 with such price to increase 5 percent per year over the prior year's price per acre, on January 1st of each year beginning January 1, 2001, (4) Grantee shall convey the lands by special warranty deed and no title insurance shall be required of Grantee, (5) Grantor and Grantee agree that in the event of the condemnation by a governmental authority of the lands on which the Drainage Pond Easement is located, that Grantor and Grantee agree that any condemnation award for such land shall belong to Grantee up to a maximum of \$12,500.00 per acre, increased by 5 percent for each year beginning January 1, 2001 and thereafter, and any additional condemnation award related to the Drainage Pond Easement lands and the easements situated thereon shall be payable to Grantor, (6) in the event Grantor elects to repurchase such Drainage Pond Easement lands, Grantor agrees to provide to Grantee an easement or dedicated road for road purposes and utility line purposes in a width as required by regulatory authorities to allow Grantee access to Grantee's remaining property lying east and west of the Drainage Pond Easement provided Grantor shall at its expense, provide that the quantity of water stored in the Drainage Pond Easement is not reduced and in order to provide for such requirement, Grantee may deepen or expand the water storage pond, (7) in the event Grantor wishes to repurchase the Drainage Pond Easement lands and such lands are not then annexed and Grantor wishes to annex such lands to the City of Longmont, Grantee agrees to sell a one foot wide strip of land running from the Drainage Pond Easement lands to the east to allow connection to Boulder County Road 119 lying east of the Drainage Pond Easement, with the terms of Grantor's option to be on terms similar to those stated in the preceding provisions.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, except as specifically excepted and/or reserved hereinabove; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for himself, his heirs and personal representatives or successors, do covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

The benefits, burdens and covenants set forth hereinabove, shall be binding on, and inure to the benefit of, the parties' respective heirs, successors and assigns.



Boulder County Clerk, CO WD

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Clean Energy, LLC,
a Colorado limited liability company

by Stephen F. Thomas
Stephen F. Thomas, Manager

STATE OF COLORADO)
COUNTY OF Denver } ss.

The foregoing instrument was acknowledged before me this 17th day of April, 2000, by Stephen F. Thomas, as Manager of Clean Energy, LLC, a Colorado limited liability company.

My commission expires:
Witness my hand and official seal.

Linda R. Hull
Notary Public

LINDA R. HULL
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2-6-2001



Boulder County Clerk, CO WD

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Exhibit A

LEGAL DESCRIPTION

Our Order No. ABB655290-9

PARCEL 1:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 156.00 FEET;
THENCE NORTH 70 DEGREES 19 MINUTES 39 SECONDS WEST 21.24 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 119TH STREET AND THE POINT OF BEGINNING;
THENCE NORTH 70 DEGREES 19 MINUTES 39 SECONDS WEST 1369.15 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11, WHENCE THE EAST CENTER ONE-SIXTEENTH CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 07 MINUTES 45 SECONDS WEST 631.01 FEET;
THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 07 MINUTES 45 SECONDS EAST 27.17 FEET;
THENCE SOUTH 89 DEGREES 43 MINUTES 29 SECONDS WEST 1308.99 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;
THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST 22.23 FEET TO A POINT, WHENCE THE CENTER ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST 636.60 FEET;
THENCE NORTH 77 DEGREES 55 MINUTES 08 SECONDS WEST 197.98 FEET;
THENCE NORTH 63 DEGREES 40 MINUTES 08 SECONDS WEST 217.90 FEET, THENCE SOUTH 89 DEGREES 55 MINUTES 52 SECONDS WEST 914.35 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, WHENCE THE WEST CENTER ONE-SIXTEENTH CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 09 MINUTES 49 SECONDS WEST 780.43 FEET;
THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST 290.02 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY A SPECIAL WARRANTY DEED RECORDED AS RECEPTION NO. 1059214, FILM 1639 OF BOULDER COUNTY RECORDS;
THENCE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 89 DEGREES 03 MINUTES 48 SECONDS EAST 304.16 FEET;
THENCE NORTH 87 DEGREES 51 MINUTES 12 SECONDS EAST 223.07 FEET;
THENCE SOUTH 70 DEGREES 42 MINUTES 17 SECONDS EAST 78.66 FEET;
THENCE NORTH 00 DEGREES 09 MINUTES 49 SECONDS EAST 972.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;
THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 63 DEGREES 34 MINUTES 35 SECONDS EAST 107.68 FEET;
THENCE NORTH 31 DEGREES 25 MINUTES 52 SECONDS EAST 225.86 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD;
THENCE CONTINUING NORTH 31 DEGREES 25 MINUTES 52 SECONDS EAST 11.30 FEET;
THENCE NORTH 34 DEGREES 42 MINUTES 22 SECONDS EAST 568.16 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;
THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 49 MINUTES 52 SECONDS EAST 164.58 FEET TO THE NORTH ONE-QUARTER CORNER OF SAID SECTION 11, WHENCE THE NORTHEAST CORNER OF SAID SECTION 11 BEARS NORTH 89 DEGREES 48 MINUTES 52 SECONDS EAST 2607.46 FEET, SAID NORTH ONE-QUARTER CORNER ALSO BEING THE NORTHWEST CORNER OF



Exhibit A

Our Order No. ABB655290-9

LEGAL DESCRIPTION

A PARCEL OF LAND DESCRIBED BY A SPECIAL WARRANTY DEED RECORDED AS RECEPTION NO. 1757140 OF BOULDER COUNTY RECORDS;
THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY LINE OF SAID PARCEL THE FOLLOWING ELEVEN COURSES:

THENCE SOUTH 00 DEGREES 11 MINUTES 08 SECONDS EAST 504.49 FEET;
THENCE NORTH 89 DEGREES 48 MINUTES 52 SECONDS EAST 480.63 FEET;
THENCE SOUTH 55 DEGREES 08 MINUTES 38 SECONDS EAST 140.51 FEET;
THENCE SOUTH 43 DEGREES 57 MINUTES 24 SECONDS EAST 429.71 FEET;
THENCE SOUTH 49 DEGREES 04 MINUTES 29 SECONDS EAST 119.74 FEET;
THENCE SOUTH 59 DEGREES 47 MINUTES 40 SECONDS EAST 596.86 FEET;
THENCE SOUTH 50 DEGREES 54 MINUTES 20 SECONDS EAST 225.05 FEET;
THENCE NORTH 21 DEGREES 01 MINUTES 10 SECONDS EAST 184.68 FEET;
THENCE SOUTH 73 DEGREES 46 MINUTES 50 SECONDS EAST 236.00 FEET;
THENCE SOUTH 15 DEGREES 28 MINUTES 33 SECONDS WEST 306.12 FEET;
THENCE SOUTH 65 DEGREES 16 MINUTES 54 SECONDS EAST 770.91 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 119TH STREET;
THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES:

THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 469.30 FEET;
THENCE SOUTH 89 DEGREES 58 MINUTES 36 SECONDS WEST 27.00 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 35.00 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 36 SECONDS EAST 27.00 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 29.84 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF WAY OF THE BURLINGTON NORTHERN RAILROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 535.95 FEET;
THENCE SOUTH 89 DEGREES 58 MINUTES 36 SECONDS WEST 20.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 119TH STREET AND THE POINT OF BEGINNING;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 6050.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 18 SECONDS, AND A CHORD THAT BEARS NORTH 66 DEGREES 29 MINUTES 44 SECONDS WEST 616.23 FEET) A DISTANCE OF 616.50 FEET;
THENCE NORTH 63 DEGREES 34 MINUTES 35 SECONDS WEST 2263.78 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, WHENCE THE NORTH ONE-QUARTER SAID SECTION 11 BEARS NORTH 00 DEGREES 16 MINUTES 52 SECONDS EAST 832.31 FEET;
THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 16 MINUTES 52 SECONDS WEST 139.25 FEET;
THENCE NORTH 63 DEGREES 34 MINUTES 35 SECONDS WEST 677.78 FEET;
THENCE NORTH 31 DEGREES 25 MINUTES 52 SECONDS EAST 225.86 FEET;
THENCE SOUTH 63 DEGREES 34 MINUTES 35 SECONDS EAST 2860.50 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 5950.00 FEET, A CENTRAL ANGLE OF 05 DEGREES 28 MINUTES 33 SECONDS, AND A CHORD THAT BEARS SOUTH 66 DEGREES 18 MINUTES 52 SECONDS EAST 568.44 FEET) A DISTANCE



Boulder County Clerk, CO WD

Exhibit A
(continued)

Our Order No. ABB655290-9

LEGAL DESCRIPTION

OF 568.66 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH 119TH STREET;
THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00 DEGREES 01 MINUTES 24 SECONDS EAST 106.96 FEET TO THE POINT OF BEGINNING.

Exhibit B

PARCEL 2:

A NON-EXCLUSIVE ACCESS EASEMENT ACROSS A PORTION OF THE SOUTH ONE-HALF OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 2, THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 SOUTH 89 DEGREES 49 MINUTES 52 SECONDS WEST 164.58 FEET TO A POINT WHENCE THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2 BEARS SOUTH 89 DEGREES 49 MINUTES 52 SECONDS WEST 1143.18 FEET;
THENCE NORTH 34 DEGREES 42 MINUTES 22 SECONDS EAST 192.23 FEET;
THENCE SOUTH 74 DEGREES 36 MINUTES 53 SECONDS EAST 96.64 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 22 DEGREES 40 MINUTES 27 SECONDS, AND A CHORD THAT BEARS SOUTH 85 DEGREES 57 MINUTES 07 SECONDS EAST 306.67 FEET) A DISTANCE OF 308.68 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF SUGARMILL ROAD;
THENCE ALONG SAID CENTERLINE SOUTH 55 DEGREES 53 MINUTES 29 SECONDS EAST 52.75 FEET;
THENCE SOUTH 17 DEGREES 48 MINUTES 52 SECONDS WEST 100.42 FEET;
THENCE NORTH 72 DEGREES 07 MINUTES 21 SECONDS WEST 345.51 FEET;
THENCE SOUTH 17 DEGREES 07 MINUTES 26 SECONDS WEST 95.35 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PORTION THEREOF LYING IN STREET RIGHT OF WAYS.

LEGAL DESCRIPTIONS PREPARED BY:
ROCKY MOUNTAIN CONSULTANTS, INC.
825 DELAWARE AVENUE #500
LONGMONT, CO 80501
JOB NO. 80-0137.080.00
DATED SEPTEMBER 21, 1999



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EXHIBIT C

Our Order No. ABB655290-9

EXISTING LEASES OR TENANCIES.

RIGHT OF WAY AS DEEDED TO THE DENVER, UTAH AND PACIFIC RAILROAD COMPANY IN INSTRUMENT RECORDED OCTOBER 17, 1889 IN BOOK 130 PAGE 243.

RIGHT OF WAY FOR THE EMPSON DITCH AS LOCATED IN INSTRUMENT RECORDED IN BOOK 108 PAGES 91 AND 92 AS SHOWN ON THE SURVEY BY TRI-CONSULTANTS, INC., DATED OCTOBER 1979 AND AS REVISED DECEMBER 7, 1979.

RIGHT OF WAY FOR THE CHICAGO BURLINGTON AND QUINCY RAILROAD COMPANY RECORDED OCTOBER 10, 1910 IN BOOK 340 PAGE 400.

EASEMENT FOR OPEN DITCH TO CONVEY EFFLUNT FROM THE CITY SEWAGE PLANT GRANTED TO THE CITY OF LONGMONT IN INSTRUMENT RECORDED DECEMBER 21, 1959 IN BOOK 1130 PAGE PAGE 27 AND RECORDED NOVEMBER 2, 1965 ON FILM 550 RECEPTION NO. 798282.

EASEMENT AND RIGHT OF WAY FOR STORM AND DRAINAGE DITCH PURPOSES AS GRANTED TO THE CITY OF LONGMONT BY INSTRUMENT RECORDED APRIL 19, 1976, UNDER RECEPTION NO. 173599.

EASEMENT FOR ELECTRIC AND TELEPHONE TRANSMISSION LINE PURPOSES AS GRANTED TO THE CITY OF LONGMONT, A MUNICIPAL CORPORATION, ITS SUCCESSORS, ASSIGNS, LESSEES AND AGENTS BY INSTRUMENT RECORDED AUGUST 17, 1972 ON FILM 784 RECEPTION NO. 30877.

EASEMENT AND RIGHT OF WAY FOR UTILITY LINE PURPOSES AS GRANTED TO THE COUNTY OF BOULDER BY INSTRUMENT RECORDED NOVEMBER 6, 1987, UNDER RECEPTION NO. 887293.

EASEMENT AND RIGHT OF WAY FOR SEWER LINE PURPOSES AS GRANTED TO THE CITY OF LONGMONT BY INSTRUMENT RECORDED MARCH 5, 1990 ON RECEPTION NO. 1030908.

TERMS, CONDITIONS AND PROVISIONS OF PIPE LINE AGREEMENT WITH COLORADO-WYOMING GAS COMPANY, A DELAWARE CORPORATION RECORDED November 19, 1959 IN BOOK 1127 AT PAGE 569.

**EXHIBIT "D"****Industrial Water Excepted and Reserved by Grantor**

1. Seepage water, 1.25 cfs., from the South 1/2 of Section 1 and the North 1/2 of Section 12, Township 2 North, Range 69 West of the 6th P.M., with an appropriation date of February 1, 1942, located in the SW 1/4 NW 1/4 of Section 12, Township 2 North, Range 69 West of the 6th P.M. at a point which is South 33°35'10.2" East, 1827.8 feet from the Northwest corner of said Section 12, the North line of which section bears North 88°34' East. Date of decree: June 30, 1971, Case No. W-320, in the Water Court of Water Division I, State of Colorado.
2. Seepage Water, 1.5 cfs., from the South 1/2 of Section 2 and the North 1/2 of Section 11, all in Township 2 North, Range 69 West of the 6th P.M., with an appropriation date of December 17, 1903, located at 30° 32' South and 1812.8 feet West of the Northeast Corner of Section 11, Township 2 North, Range 69 West of the 6th P.M., Date of decree: January 12, 1971, Case No. W-222 in the Water Court of Water Division I, State of Colorado.
3. Seepage Water, 1.5 cfs., from the South 1/2 of Section 2 and North 1/2 of Section 11, Township 2 North, Range 69 West of the 6th P.M., with an appropriation date of December 17, 1903, located at a point 28°7'17" South and 1560 feet West of the Northeast corner of said Section 11. Date of decree: January 12, 1971, Case No. W-220, in the Water Court of Water Division I, State of Colorado.
4. Dixon Mill Ditch, for 57.4 cfs. of water, with an appropriation date of December 1, 1873, located at a point on the North bank of St. Vrain Creek, in the SW 1/4 NE 1/4 of Section 11, Township 2 North, Range 69 West of the 6th P.M., in Boulder County, Colorado whence the Northeast corner of said section bears North 39°41' East, 2383 feet. Date of decree: June 1, 1926. Water District Five, State of Colorado.
5. Denio and Taylor Ditch, for 3 cfs. of water, with an appropriation date of October 15, 1873, located at a point from whence the Northeast corner of Section 35, Township 3 North, Range 70 West, of the 6th P.M., in Boulder County, Colorado, bears North 41°12' East, 594 feet. Date of decree: March 13, 1907, Water District 5, State of Colorado.
6. Seepage water, 1 cfs., flowing into the Denio and Taylor Ditch, with an appropriation date of October 15, 1873, located at a point from whence the Northeast corner of Section 35, Township 3 North, Range 70 West of the 6th P.M., in Boulder County, Colorado, bears North 41°12' East 594 feet. Date of decree: March 13, 1907, Water District Five, State of Colorado.
7. Dixon Mill 1st Enlargement, 6 cfs. of water with an appropriation date of November 17, 1958, located at a point whence the N 1/4 corner of Section 11, Township 2 North, Range 69 West in Boulder County, Colorado, bears North 14°21'30" West, 1643.1 feet. Date of decree February 25, 1971, entered by the District Court in and for the County of Boulder, State of Colorado, in Civil Action No. 20716.
8. Agreement Concerning Water Rights to the City of Longmont Waste Treatment Plan dated November 1, 1968, between The Great Western Sugar Company and the City of Longmont relating to the Dixon Mill Ditch and the Dixon Mill Ditch, 1st Enlargement.



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EXHIBIT "E"

Agreements Excepted and Reserved by Grantor

1. **Contract for Pipe Line Crossing between the Chicago, Burlington & Quincy Railroad Company and The Great Western Sugar Company dated September 20, 1924, covering construction and maintenance of a 20" sewer line under the railroad right of way at the sugar factory at Longmont, Colorado.**
2. **Industry Track Agreement between The Great Western Railway Company and The Great Western Sugar Company, dated July 21, 1953, covering construction and maintenance of a spur loading track at the sugar factory at Longmont, Colorado.**
3. **Contract and Agreement for Water Intake Works on Right-of-Way and Under Bridge 36.79, Longmont, Colorado, between the Chicago, Burlington & Quincy Railroad Company and The Great Western Sugary Company dated August 4, 1953.**
4. **Contract for Pipe Line Right of Way between Chicago, Burlington & Quincy Railroad Company and The Great Western Sugar Company dated February 4, 1957, covering construction and maintenance of a 18" drainage pipe under the railroad right of way at the sugar factory at Longmont, Colorado.**
5. **Easement Agreement between The Great Western Sugar Company and the City of Longmont dated May 13, 1958, covering construction, maintenance and operation of a 21" sewer pipe line across the sugar factory at Longmont, Colorado.**
6. **Agreement between The Great Western Sugar Company and the City of Longmont dated May 13, 1958, covering discharge of sewage by the Sugary Company and Railway Company into the City sewer system.**
7. **Agreement between the Colorado-Wyoming Gas Company and The Great Western Sugar Company dated August 31, 1959, covering installation and maintenance of a 2" steel pipe line and construction and maintenance of a pressure reducing and meter station serving the sugar factory at Longmont, Colorado.**
8. **Agreement between The Highland Ditch Company and The Great Western Sugar Company dated June 25, 1965, covering storage of water in the Ditch Company's Foothills Reservoir.**
9. **Agreement between The Great Western Sugar Company and the City of Longmont dated December 5, 1972, covering construction, maintenance, operation, replacement and removal of electric and telephone transmission lines across the sugar factory at Longmont, Colorado.**
10. **Agreement between Burlington Northern, Inc., a The Great Western Sugar Company dated July 19, 1974, covering excavation for, and construction, maintenance and operation of a 24" waste water line under the railroad right of way at the sugar factory at Longmont, Colorado.**



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Exhibit E

continued

11. Easement Agreement between The Great Western Sugar Company and the City of Longmont dated April 6, 1976, covering construction and maintenance of an open storm and drainage ditch across the sugar factory at Longmont, Colorado.
12. Easement Agreement between The Great Western Sugar Company and Western Slope Gas Company dated August 17, 1976, covering construction, operation, maintenance, installation, repair, renewal, reconstruction and removal of a gas meter station at the sugar factory in Longmont, Colorado.
13. Agreement Concerning Water Rights to the City of Longmont Waste Treatment Plant dated November 1, 1968, between The Great Western Sugar Company and the City of Longmont relating to the Dixon Mill Ditch and the Dixon Mill Ditch, 1st Enlargement.



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EXHIBIT "F"

LEGAL DESCRIPTION: DRAINAGE POND EASEMENT
Description of Easement Reserved by Grantor

A DRAINAGE POND EASEMENT ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00°01'24" EAST 968.03 FEET; THENCE SOUTH 89°58'36" WEST 734.54 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 63°34'35" WEST 271.16 FEET; THENCE NORTH 21°01'10" EAST 313.03 FEET; THENCE SOUTH 73°46'50" EAST 236.00 FEET; THENCE SOUTH 15°28'33" WEST 360.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.945 ACRES MORE OR LESS.



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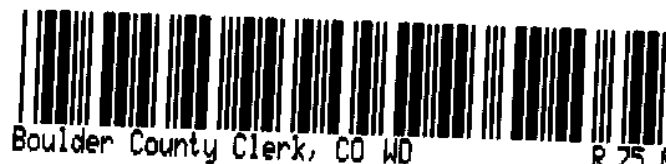
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EXHIBIT "G"

LEGAL DESCRIPTION: DRAINAGE EASEMENT NO. 1
Description of Easement Reserved by Grantor

AN 80.00 FEET WIDE INCOMING DRAINAGE EASEMENT ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO LYING 40.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00°01'24" EAST 1002.27 FEET; THENCE SOUTH 89°58'36" WEST 870.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°31'23" WEST 48.43 FEET; THENCE SOUTH 71°01'05" WEST 113.19 FEET; THENCE SOUTH 81°42'23" WEST 193.73 FEET; THENCE NORTH 66°36'31" WEST 110.44 FEET; THENCE NORTH 59°11'35" WEST 149.07 FEET; THENCE SOUTH 78°35'19" WEST 192.73 FEET; THENCE SOUTH 89°55'33" WEST 588.62 FEET; THENCE SOUTH 66°50'36" WEST 132.42 FEET TO THE POINT OF TERMINATION.



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EXHIBIT "H"

LEGAL DESCRIPTION: DRAINAGE EASEMENT NO. 2
Description of Easement Reserved by Grantor

AN 80.00 FEET WIDE OUTGOING DRAINAGE EASEMENT ACROSS A PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO LYING 40.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER, WHENCE THE EAST ONE-QUARTER CORNER OF SAID SECTION 11 BEARS SOUTH 00°01'24" EAST 1002.27 FEET; THENCE NORTH 89°58'36" WEST 870.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°31'23" WEST 48.43 FEET; THENCE SOUTH 05°22'17" EAST 100.57 FEET; THENCE SOUTH 18°25'32" EAST 120.90 FEET; THENCE SOUTH 22°23'47" EAST 189.81 FEET; THENCE SOUTH 09°20'42" WEST 49.85 FEET TO THE POINT OF TERMINATION.

ORDINANCE O-2017-50

A BILL FOR AN ORDINANCE CONDITIONALLY APPROVING THE IRWIN THOMAS #2
ANNEXATION (GENERALLY LOCATED NORTH OF ST. VRAIN CREEK, SOUTH OF
SUGARMILL RD, AND WEST OF 119TH ST), CONCEPT PLAN FOR
GRAVEL MINING, AND ZONING THE PROPERTY PUD-MU
(PLANNED UNIT DEVELOPMENT – MIXED-USE)

WHEREAS the City of Longmont has received a petition, signed by the owners of one
hundred percent of the area proposed to be annexed, for the Irwin Thomas #2 Annexation, and an
application for PUD-MU (Planned Unit Development – Mixed-Use) zoning, all as described in the
attached Exhibit A; and

WHEREAS the City Council has before it an annexation agreement concerning the
conditions for annexing the property; and

WHEREAS the City Council has approved resolutions regarding this annexation's
compliance with State statutes governing annexation procedures.

THE COUNCIL OF THE CITY OF LONGMONT, COLORADO, HEREBY ORDAINS:

Section 1

The City Council finds that the Irwin Thomas #2 Annexation and PUD-MU zoning satisfy
the annexation and zoning review criteria of sections 15.02.040 and 15.02.050(A) of the Longmont
Municipal Code.

Section 2

The Irwin Thomas #2 Annexation and PUD-MU zoning, and the annexation agreement,
are hereby approved, and said property is annexed to the City of Longmont, subject to satisfaction

1 of the following requirements within one year of the date of passage of this ordinance by City
2 Council:

3 1. Satisfaction of the submittal requirements of Appendix B to Title 15 of the
4 Longmont Municipal Code, including transfer of historic water rights, and submittal of two mylars
5 of the signed annexation map, and payment of the recording fees.

6 After satisfaction of the requirements, as certified by the Planning and Development
7 Services Director of the City of Longmont, the City Manager or designee shall record this
8 ordinance, the annexation map(s) and annexation agreement with the County Clerk and Recorder.

9 Section 3

10 Pursuant to Section 37-45-136(3.6), C.R.S., the City of Longmont consents to the inclusion
11 of the property into the Municipal Subdistrict, Northern Colorado Water Conservancy District,
12 when the annexation becomes effective.

13 Section 4

14 The effective date of this annexation shall be the date this ordinance, the annexation map(s),
15 and the annexation agreement are recorded with the County Clerk and Recorder.

16 Section 5

17 To the extent only that they conflict with this ordinance, the Council repeals any conflicting
18 ordinances or parts of ordinances.

19 Introduced this 22nd day of August, 2017.

20 Passed and adopted this 12th day of September, 2017.

21
22 
23 _____
24 MAYOR

1 ATTEST:

2
3 Valeria H. Skiff
4
5 CITY CLERK



6
7
8 NOTICE: THE COUNCIL WILL HOLD A PUBLIC HEARING ON THIS ORDINANCE AT
9 7:00 P.M ON THE 12TH DAY OF SEPTEMBER, 2017, IN THE
10 LONGMONT COUNCIL CHAMBERS.

11
12
13 APPROVED AS TO FORM:

14 [Signature]
15
16 ASSISTANT CITY ATTORNEY

8/14/17
DATE

17
18
19 [Signature]
20
21 PROOFREAD

8/14/17
DATE

22
23
24 APPROVED AS TO FORM AND SUBSTANCE:

25 [Signature]
26
27 ORIGINATING DEPARTMENT

8/23/17
DATE

28
29
30 CA File: 9908

EXHIBIT A

Irwin Thomas #2 Annexation and

PUD-MU (Planned Unit Development – Mixed-Use) Zoning District

Legal Description

NORTH PORTION:

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN
A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2
INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
SOUTHEAST CORNER OF SAID SECTION 11.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11, FROM WHENCE
THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85
FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11
NORTH 00°01'24" WEST 697.30 FEET;
THENCE LEAVING SAID EAST LINE NORTH 89°58'36" WEST 20.00 FEET TO A POINT
ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 119TH STREET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 65°16'54" WEST
504.96 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED BY
DEED RECORDED AT RECEPTION NO. 2294476 OF BOULDER COUNTY RECORDS
AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE SOUTH 58°21'32" WEST 71.75 FEET TO A POINT
ON THE NORTHERLY RIGHT-OF-WAY LINE FOR THE BURLINGTON NORTHERN
RAILROAD RECORDED AT BOOK 130 PAGE 243 OF BOULDER COUNTY RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 2
COURSES:

1) ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS
OF 5950.00 FEET A CENTRAL ANGLE OF 00°00'32", CHORD OF SAID ARC BEARS
NORTH 63°34'35" WEST 0.94 FEET), A DISTANCE OF 0.94 FEET;

2) NORTH 63°34'35" WEST 2860.49 FEET;

1
2 THENCE NORTH 31°25'52" EAST 11.30 FEET;
3
4 THENCE NORTH 34°42'22" EAST 568.16 FEET TO A POINT ON THE NORTH LINE OF
5 THE NORTHWEST QUARTER OF SECTION 11;
6
7 THENCE ALONG SAID NORTH LINE NORTH 89°49'52" EAST 164.58 FEET TO THE
8 NORTH ONE QUARTER CORNER OF SECTION 11;
9
10 THENCE SOUTH 00°16'40" WEST 504.45 FEET;
11
12 THENCE NORTH 89°49'19" EAST 484.71 FEET;
13
14 THENCE SOUTH 55°08'38" EAST 140.51 FEET;
15
16 THENCE SOUTH 43°57'24" EAST 429.71 FEET;
17
18 THENCE SOUTH 49°04'29" EAST 119.74 FEET;
19
20 THENCE SOUTH 59°47'40" EAST 596.86 FEET;
21
22 THENCE SOUTH 50°54'20" EAST 225.05 FEET;
23
24 THENCE NORTH 21°01'10" EAST 184.68 FEET;
25
26 THENCE SOUTH 73°46'50" EAST 236.00 FEET;
27
28 THENCE SOUTH 15°28'33" WEST 306.12 FEET;
29
30 THENCE SOUTH 65°16'54" EAST 265.95 FEET TO A POINT ON THE WEST LINE OF A
31 TRACT OF LAND DESCRIBED BY DEED RECORDED AT RECEPTION NO. 2294476 OF
32 BOULDER COUNTY RECORDS TO THE POINT OF BEGINNING.
33
34 PARCEL CONTAINS: 799,981.8 SQUARE FEET OR 18.365 ACRES MORE OR LESS.
35
36 **SOUTH PORTION**
37 A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE EAST
38 HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
39 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE
40 OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
41
42 BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
43 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
44 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN
45 A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
46 BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2

1 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
2 SOUTHEAST CORNER OF SAID SECTION 11.
3
4 COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF
5 SAID SECTION 11, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 11
6 BEARS S 0°01'24" E A DISTANCE OF 156.00 FEET;
7
8 THENCE N 70°19'39" W A DISTANCE OF 21.24 FEET TO A POINT ON THE WEST
9 RIGHT OF WAY LINE OF NORTH 119TH STREET;
10 THENCE N 70°19'39" W A DISTANCE OF 1369.15 FEET TO A POINT ON THE WEST
11 LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11;
12 THENCE ALONG SAID WEST LINE N 00°07'45" E A DISTANCE OF 27.17 FEET;
13 THENCE S 89°43'29" W A DISTANCE OF 1308.99 FEET TO A POINT ON THE WEST
14 LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;
15 THENCE ALONG SAID WEST LINE S 00°16'40" W A DISTANCE OF 22.25 FEET TO A
16 POINT FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 11 BEARS S
17 00°16'40" W A DISTANCE OF 636.60 FEET;
18 THENCE N 77°55'08" W A DISTANCE OF 198.10 FEET;
19 THENCE N 63°40'08" W A DISTANCE OF 217.90 FEET;
20 THENCE S 89°55'52" W A DISTANCE OF 914.35 FEET TO A POINT ON THE WEST LINE
21 OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11 FROM
22 WHENCE THE WEST CENTER SIXTEENTH CORNER OF SECTION 11 BEARS S
23 00°09'49" W A DISTANCE OF 780.43 FEET;
24 THENCE ALONG SAID WEST LINE N 00°09'49" E A DISTANCE OF 290.02 FEET TO
25 THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY A SPECIAL
26 WARRANTY DEED RECORDED AS RECEPTION NO. 1059214, FILM 1639 OF BOULDER
27 COUNTY RECORDS;
28 THENCE S 89°03'48" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 304.16 FEET;
29 THENCE N 87°51'12" E A DISTANCE OF 223.07 FEET;
30 THENCE S 70°42'17" E A DISTANCE OF 78.66 FEET;
31 THENCE N 00°09'49" E A DISTANCE OF 972.28 FEET TO A POINT ON THE
32 SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN
33 RAILROAD AND BEING THE POINT OF BEGINNING;
34
35 THENCE S 00°09'49" W A DISTANCE OF 206.66 FEET;
36 THENCE S 59°54'42" E A DISTANCE OF 31.44 FEET;
37 THENCE S 89°45'11" E A DISTANCE OF 297.71 FEET;
38 THENCE S 63°40'50" E A DISTANCE OF 236.62 FEET;
39
40 THENCE S 00°09'49" W A DISTANCE OF 370.48 FEET TO THE BEGINNING OF A NON-
41 TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 750.00 FEET,
42 A CHORD BEARING OF S 69°43'06" E, A CHORD DISTANCE OF 237.77 FEET;
43
44 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.78 FEET;
45 THENCE S 60°35'52" E A DISTANCE OF 171.40 FEET;
46 THENCE S 89°52'49" E A DISTANCE OF 122.83 FEET;

1 THENCE S 85°52'23" E A DISTANCE OF 177.36 FEET;
2 THENCE S 35°26'22" E A DISTANCE OF 106.41 FEET;
3 THENCE S 00°56'32" W A DISTANCE OF 98.38 FEET TO THE BEGINNING OF A CURVE
4 TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CHORD
5 BEARING OF S 84°47'32" E AND A CHORD DISTANCE OF 480.21 FEET;
6 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.60 FEET;
7 THENCE N 85°19'57" E A DISTANCE OF 104.25 FEET TO THE BEGINNING OF A
8 CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CHORD
9 BEARING OF S 84°01'28" E AND A CHORD DISTANCE OF 110.81 FEET;
10 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.45 FEET;
11 THENCE S 73°22'53" E A DISTANCE OF 205.55 FEET TO THE BEGINNING OF A CURVE
12 TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CHORD
13 BEARING OF S 60°29'53" E AND A CHORD DISTANCE OF 231.88 FEET;
14 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 233.85 FEET;
15 THENCE S 47°36'54" E A DISTANCE OF 48.06 FEET TO THE BEGINNING OF A CURVE
16 TO THE LEFT, HAVING A RADIUS OF 200.00, A CHORD BEARING OF S 54°47'07" E
17 AND A CHORD DISTANCE OF 49.93 FEET;
18 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.06 FEET;
19 THENCE S 61°57'30" E A DISTANCE OF 36.39 FEET TO A POINT ON THE
20 NORTHWESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;
21 THENCE N 46°31'45" E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A
22 DISTANCE OF 47.02 FEET;
23 THENCE N 51°28'42" E A DISTANCE OF 223.42 FEET TO A POINT ON THE
24 SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA
25 FE (BNSF) RAILROAD;
26 THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE N 63°34'35" W
27 A DISTANCE OF 2201.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST
28 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11;
29 THENCE S 00°16'40" W ALONG SAID WEST LINE AND ALONG THE EASTERLY
30 RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF
31 139.25 FEET;
32 THENCE N 63°34'35" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID
33 BNSF RAILROAD A DISTANCE OF 677.89 FEET;
34 THENCE N 63°34'35" W CONTINUING ALONG SAID SOUTHERLY RAILROAD RIGHT-
35 OF-WAY LINE A DISTANCE OF 107.67 FEET TO THE POINT OF BEGINNING.
36
37 PARCEL CONTAINS: 870,515.7 SQUARE FEET OR 19.98 ACRES.
38
39
40 TOTAL ANNEXATION CONTAINS A TOTAL OF 1,670,497.5 SQUARE FEET OR 38.345
41 ACRES, MORE OR LESS.

AGREEMENT IN FURTHERANCE OF ANNEXATION

FOR

IRWIN THOMAS NO. 2 ANNEXATION

TO THE CITY OF LONGMONT, COLORADO

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| EXHIBIT B | Concept Plan |

1 THIS AGREEMENT is entered into this _____ day of _____, 2017,
2 by and between the City of Longmont, Colorado, a municipal corporation ("City"), and RLSJ
3 Properties, LLC, a Colorado limited liability company, whose mailing address is P.O. Box 54,
4 Longmont, CO 80502, ("Owner.")

5 THE PARTIES' RECITALS ARE AS FOLLOWS:

6 The Owner has submitted to the City a petition for annexation, known as the Irwin Thomas
7 #2 Annexation ("Property"), the legal description of which is attached as Exhibit A; and

8 As an inducement for the City to act favorably on the annexation, subject to any limitations
9 in the Longmont Municipal Charter, and the Longmont Municipal Code ("LMC"), the Owner is
10 willing to undertake performance of the terms and conditions of this Agreement; and

11 The parties desire to state their duties and responsibilities regarding the annexation and
12 development of the Property; and

13 The parties shall not construe this Agreement to bind or limit the full exercise of the City
14 Council's discretion in the legislative decision of whether or not to annex the Property; and

15 Nothing in this Agreement shall impose additional terms and conditions requiring an election
16 under C.R.S. §31-12-112.

17 IN CONSIDERATION of the recitals, mutual promises, and covenants herein, and for other
18 good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the
19 parties covenant and agree as follows:

20
21 **ARTICLE ONE-CITY OBLIGATIONS**

22 1.1 The Owner acknowledges that the decision to provide urban services (including the
23 extension of utilities) to the Property shall be at the sole discretion of the City. Service extension to
24 the Property may come through the approval of a Public Improvements Agreement ("PIA") or
25 through the City's construction of improvements through the Capital Improvement Plan ("CIP") and
26 such decision to extend services will be made according to the policies of the City at the time which
27 include, but are not limited to, the Longmont Area Comprehensive Plan ("LACP"). Nothing in this
28 Agreement shall provide the Owner with priority for the provision of urban services.

1 1.2 The Owner acknowledges that the City has finite economic resources to extend urban
2 services. If any urban service provided by the City is not available to coordinate with the Owner's
3 development schedule, the Owner shall delay development of the Property. In the alternative and
4 through the approval of a PIA, the City Council, in its sole discretion, may allow the Owner to fully
5 pay in advance those funds necessary to accelerate the provision of urban services, subject to any
6 reimbursement provided by the LMC and ordinances. In no event, shall the City be liable to the Owner
7 for any damages, real or anticipated, resulting from any delay in the provision of urban services.

8 1.3 If the Owner cannot acquire off-site easements or rights-of-way necessary to develop
9 the Property, the Owner may request the City's assistance in acquiring the easements or rights-of-way.
10 Such assistance by the City shall be in compliance with Colorado law authorizing the City's use of
11 eminent domain. The Owner shall pay, in advance, all acquisition costs the City may incur in
12 providing assistance, including any court costs and attorneys' fees.

13

14 **ARTICLE TWO-CONCEPT PLAN, LAND USE AND GROWTH MANAGEMENT**

15 2.1 Concept Plan. The "Concept Plan" describes and depicts the Owner's intention to
16 develop and use the Property in a manner consistent with PUD-MU zoning; a copy of the plan is
17 attached as Exhibit B. The Owner's Concept Plan generally conforms to the LACP. All future
18 development on the Property shall generally conform to the Concept Plan and applicable ordinances
19 in effect at the time of development and building permit application. If the Concept Plan fails to
20 conform to all ordinances at the time of development, the Owner shall apply for amendments to the
21 Concept Plan in accordance with the City's development review procedures. In the event, however,
22 that the Concept Plan fully complies with the then-existing development ordinances of the City, then
23 the Concept Plan shall guide the design, development and intensity of uses depicted unless the City
24 and Owner mutually agree to amend the same in conformance with the City's development review
25 procedures. The City shall retain full authority to act in the public interest in exercising its municipal
26 police powers, including considering or initiating amendments or modifications of the zoning and
27 Concept Plan for some or all of the parcels making up the Property.

28 2.2 Vested Property Rights and Growth Management. The Owner and City acknowledge
29 that the annexation of the Property and approval of the zoning and Concept Plan do not create a vested
30 property right as defined by the Colorado Revised Statutes, the LMC, or ordinances. The Owner
31 agrees that the Property will be subject to all ordinances currently in effect and as amended at the time

2.3.6 The City acknowledges the existence of a State mining permit on the Property.

3.1 The Concept Plan proposes development of the Property in three phases: Mining, Reclamation and Final Development. The Owner proposes to develop the Property according to this phasing as set forth in the Concept Plan unless the City has reviewed and approved the Owner's request to amend the Concept Plan in conformance with the City's development review procedures. The Owner acknowledges that development of the property at any time within the phasing plan is entirely dependent upon the City's decision to extend utilities and provide urban services. The Owner

1 agrees, to the extent possible, to coordinate with the City and the operators of gravel mining operations
2 on the Property to achieve an expedited mining process in accordance with all approvals, agreements
3 and permit conditions.

4 3.2 Unless the City agrees otherwise in writing, the Owner shall satisfy all participation
5 costs, improvement and dedication requirements, and other applicable requirements of the LMC and
6 ordinances, for each phase. Development may occur simultaneously in more than one phase.

8 **ARTICLE FOUR-DRAINAGE**

9 4.1 Drainage Plan.

10 4.1.1 At time of final development, the Owner, at Owner's sole expense, shall
11 prepare a master drainage plan for the Property to control all storm water runoff greater than that
12 historically generated from the Property. The drainage plan shall not alter historic flows in any
13 manner that would adversely impact upstream or downstream properties. The master drainage plan
14 shall meet all City standards and specifications and be subject to approval by the City.

15 4.1.2 The master drainage plan shall show the location and extent of all drainage
16 system improvements, including but not limited to, collection and detention facilities. If construction
17 of drainage improvements will result in changes to drainage or irrigation facilities affecting other
18 property or facility owners, the Owner shall, unless waived by the City, obtain the written consent of
19 each affected property or facility owner to the changes before the City will approve the plan.

20 4.1.3 The Owner shall construct all improvements in accordance with City
21 standards and specifications in effect at the time of construction in an appropriate sequence to meet
22 the demands that development of the Property generates. At the request of the City, the Owner shall
23 update the master drainage plan prior to review of each final plat to determine the configuration,
24 timing, and responsibility for the improvements.

25 4.2 Drainage Improvements.

26 4.2.1 The master drainage plan shall state the Owner's responsibility for on-site
27 drainage improvements. The master drainage plan may include construction of facilities to convey,
28 collect, and detain irrigation and storm water.

1 4.2.2 The master drainage plan shall also state the Owner's responsibility for off-
2 site improvements. The Owner's PIA will address these responsibilities in detail, including any
3 proportionate reimbursements from any property owners benefiting from the improvements, as
4 provided in the LMC and ordinances then in effect.

5 4.2.3 If any portion of the Property lies within a floodplain, including unmapped
6 floodplains, as defined by the Federal Emergency Management Agency ("FEMA"), the Owner shall
7 provide all necessary design and submittal materials to FEMA for proposed changes to the floodplain
8 designation. Any materials must be reviewed and approved by the City before submittal to FEMA.

9 4.2.4 Detention ponds, private storm sewers, underdrains, and other drainage
10 facilities shall be owned and maintained by the Owner or a homeowners/business association, or other
11 maintenance organization acceptable to the City, unless otherwise stated in the PIA.

12 4.3 Storm Water Quality. The City of Longmont is identified as a Phase 2 City in the
13 National Pollutant Discharge Elimination System (NPDES). The Owner shall provide all storm water
14 quality provisions in accordance with all Federal, State and local regulations in effect at the time of
15 development.

16 17 **ARTICLE FIVE-STREETS AND TRANSPORTATION**

18 5.1 Dedication of Rights-of-Way. Upon request by the City, and subject only to
19 encumbrances acceptable to the City, the Owner shall dedicate at the time of final platting, or by
20 warranty deed, rights-of-way necessary for a public street system. All rights-of-way shall be
21 consistent with the "City of Longmont Public Improvements Design Standards and Construction
22 Specifications" and the Concept Plan.

23 5.2 Transportation Needs, Reimbursements and Credits.

24 5.2.1 The Owner acknowledges that Title 14, Chapter 38, of the LMC, delineates
25 the Transportation Investment Fee for Arterial Streets.

26 5.2.2 The Owner has submitted and the City has approved the Owner's
27 transportation study. The Owner shall update the study with each final plat, unless waived by the
28 City.

29 5.2.3 To fully develop the Property, the Owner may need to construct certain on-
30 site and off-site transportation improvements, as identified in the approved traffic study, as updated,
31 and to acquire off-site right-of-way. Said transportation improvements shall be identified within the

1 PIA which shall be subject to approval by the City Council. The Owner shall be responsible for all
2 acquisition costs for the off-site right-of-way, subject to reimbursement as detailed in the PIA for each
3 development phase.

4 5.2.4 The Owner, subject to the provisions of Section 2.3.5, shall construct or
5 contribute to the cost of construction of all on-site and off-site transportation improvements in a
6 sequence acceptable to the City, to meet the demands that development of each phase of the Property
7 will generate, including the arterial and collector streets identified in Paragraph 5.1.

8 5.2.5 The Owner's construction of arterial street improvements, and arterial
9 intersection improvements in excess of the cost of a collector street, excluding rights-of-way and site
10 specific improvements, will be subject to reimbursement by the City as stated in Title 14, Chapter 38,
11 of the LMC, and as detailed in the Owner's PIA for each development phase.

12 5.2.6 The Owner is solely responsible for construction of all transportation
13 improvements to accommodate development of the Property that do not directly benefit other
14 properties, except as stated in Title 14, Chapter 38, of the LMC. The City will not provide for
15 reimbursement to the Owner for these expenses.

16 5.2.7 The Owner shall pay the City for all costs for the street lighting system along
17 public rights-of-way within the Property and along the Owner's side of public rights-of-way that
18 border the Property.

19 5.2.8 The Owner shall construct off-site transportation improvements to serve the
20 Property, including but not limited to:

- 21 a) Local access to 119th Street and Sugar Mill Road. No direct access to
22 the property will be granted from State Highway 119/Ken Pratt Blvd. Owner
23 shall be responsible for obtaining required off site right-of-way at the time of
24 development.

26 ARTICLE SIX-UTILITIES

27 6.1 General Requirements.

28 6.1.1 The Owner acknowledges that the decision to extend utilities to the Property
29 is at the discretion of the City. Such decision to extend utilities shall either be made through a PIA or
30 the CIP, as outlined in Article One.

1 6.1.2 The Owner shall comply with all ordinances in effect at the time of each phase
2 of development, including but not limited to, the Raw Water Requirement Policy, the Electric Utility
3 Rates, Rules and Regulations, the Street Lighting Design Guideline, and the City of Longmont Public
4 Improvements Design Standards and Construction Specifications.

5 6.1.3 Before construction, the Owner shall submit and obtain City approval for all
6 plans for on-site and off-site utility improvements.

7 6.1.4 Before each plat approval, the City will detail its participation, if any, in utility
8 improvements in the Owner's PIA.

9 6.1.5 The Owner shall obtain, at Owner's sole expense, and dedicate to the City all
10 necessary easements and rights-of-way for the installation of the water and sewer lines, and provide
11 an all-weather access surface to all manholes, valves and hydrants on the lines. Expenses for
12 acquisition of easements shall be eligible for reimbursement to the Owner from adjacent or other
13 property owners benefiting from the easements, according to City policy, if any, in effect at the time
14 of development, as detailed in the Owner's PIA.

15 6.1.6 The City is projecting limited water and wastewater treatment capacity, in the
16 future, to serve the Property based upon the timing of development of the Property relative to full
17 build out of existing annexed lands. Actual allocation of service shall be on a first come, first served
18 basis as determined by the City Council.

19 6.2 Electric Requirements.

20 6.2.1 The Owner shall pay the City for the cost of any electric utility extension or
21 facility relocation that development of the Property requires. If relocation requires additional or
22 expanded easements, the Owner shall provide the easements to the City, without cost, subject only to
23 encumbrances acceptable to the City. Expenses for acquisition of easements shall be eligible for
24 reimbursement to the Owner from adjacent or other benefiting property owners according to City
25 policy in effect at the time of development as detailed in the PIA.

26 6.2.2 Within 30 days of written notification by the City, the Owner shall reimburse
27 the City's electric utility for all costs associated with the transfer of service territory within the
28 Property to the City from other electric utilities. These costs shall include, but not be limited to,
29 transfer or removal of existing customer services, buy-out of utility facilities, and lost revenue
30 payments. The terms of transfers shall be dictated by the then applicable service territory transfer
31 agreements between the City and other electric utilities, including any specific agreement reached

1 concerning the Property or by Colorado statutes. Transfer of the service territory, existing customers,
2 and resulting costs may occur in stages at the City's discretion.

3 6.2.3 All development approvals, building permits, and certificates of occupancy
4 shall be subject to payment of all reimbursable costs.

5 6.3 Water System Requirements.

6 6.3.1 The City has limited water transmission service and storage capacity. The
7 City provides water service on a first come, first served basis as determined by the City Council.

8 6.3.2 The Owner shall be solely responsible for construction of all water line
9 installations to serve the Property. The Owner shall construct a complete looped system to serve each
10 development phase.

11 6.3.3 All on-site water lines shall extend across each phase of the Property to the
12 appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the
13 Property. The Owner, subject to the provisions of Section 2.3.5, shall construct water lines to serve
14 the Property, including but not limited to:

- 15 a) An extension of a water main from Sugar Mill Road through the site
16 and looping to another connection within the same pressure boundary. The
17 water main will need to cross property that is currently not annexed to the City.
18 Owner shall be responsible for obtaining any off site easements required to
19 install the water main. The City does not anticipate the need to oversize any
20 of the water mains serving the Property.

21 6.3.4 The City shall determine the exact timing of installation of all water lines at
22 the time of final plat and PIA for each phase.

23 6.3.5 The Owner shall identify and report to the City all existing water services that
24 any water districts provide to the Property. The Owner shall pursue exclusion from all water districts
25 having jurisdiction over the Property before the annexation ordinance is recorded with the county
26 clerk and recorder. The Owner must provide proof of exclusion from all water districts before the
27 City will extend water service.

28 6.4 Sewer Line Requirements.

29 6.4.1 The Owner shall be solely responsible for construction of all sewer line
30 installations to serve the Property.

6.4.2 All on-site sewer lines shall extend across each phase of the Property to the appropriate boundaries of each phase as it is developed and ultimately to the boundaries of the Property. The Owner shall construct sewer lines to serve the Property, including but not limited to:

a) A connection to Interceptor G to the north of the property. Owner shall be responsible for obtaining any off site easements required to install the sewer main. The City does not anticipate the need to oversize any of the sewer mains serving the Property.

6.4.3 The City shall determine the exact timing of installation of all sewer lines at the time of final plat for each phase.

6.4.4 All sanitary sewer service to the Property will be with a gravity sewer system. Lift stations will not be allowed unless approved by the City.

6.5 Raw Water Requirements.

6.5.1 Before the annexation ordinance is recorded with the county clerk and recorder, the Owner shall convey to the City all historical water rights appurtenant to the Property, according to the City's raw water requirements. The Owner shall satisfy any raw water deficits according to the City's then existing raw water requirements.

6.5.2 The owner may request to enter a raw water lease from the City, in accordance with the municipal code and city policy, to meet potential augmentation requirements for permanent ponds constructed on site after all historical water rights have been conveyed in accordance with Section 6.5.1.

ARTICLE SEVEN-PRIMARY GREENWAY, ARTERIAL, LANDSCAPING, PARK LAND AND SCENIC ENTRY CORRIDOR

7.1 The Longmont Area Comprehensive Plan (LACP) identifies primary and other greenways. Subject only to encumbrances acceptable to the City, the Owner shall construct and dedicate, according to the LMC and ordinances then in effect, all primary and other greenway segments that border or cross the Property in conjunction with each final plat, as depicted in the LACP then in effect.

1 7.2 The Owner shall design, acquire, construct, and maintain all arterial rights-of-way
2 landscaping, including bikeways, in accordance with the LMC and ordinances in effect at the time of
3 development.

4 7.3 The parties acknowledge that in accordance with the current LMC and ordinances, it
5 is the City's responsibility to acquire, design and construct parks. The Owner shall reserve as parkland
6 all areas designated as such on the Concept Plan. Subsequent agreement(s) will specify the price for
7 the land and other details related to its transfer to City ownership. The assessed value of the land will
8 be based on pre-annexed, raw land values.

9 7.4 The Owner shall design, acquire, construct and maintain a scenic entry corridor
10 adjacent to State Highway 119, as designated on the Concept Plan. The Owner shall reserve a 50-
11 foot scenic entry corridor north of the State Highway 119 right-of-way line. The Owner shall provide
12 and install irrigated landscaping for the scenic entry corridor. The Owner, a homeowners/business
13 association, or other maintenance organization acceptable to the City shall also maintain the
14 landscaping for the scenic entry corridor. Landscape design shall be submitted to the City for review
15 and approval at the time of preliminary and final plats. No buildings, parking lots, fencing,
16 merchandise display, or accessory structures shall be allowed within this 50-foot scenic entry corridor.
17 Only one monument sign (six feet or less in height) shall be allowed on each lot or parcel of land
18 fronting the buffer, but not within the first 25 feet of this buffer measuring north of the right-of-way
19 line (excluding temporary signs conforming to City ordinance, for use by Owner in marketing the
20 Property). In the event the City Council adopts specific land use performance standards for scenic
21 entry corridors, those standards shall supersede and replace the provisions of this section pertaining
22 to the portions of the scenic entry corridor as yet unbuilt.

23 24 **ARTICLE EIGHT-EXCLUSION FROM RURAL FIRE PROTECTION DISTRICT**

25 8.1 The Owner shall pursue exclusion of the Property from the Mountain View Fire
26 Protection District(s) after the annexation has been recorded. The Owner shall file, at the Owner's
27 expense, all necessary petitions required by C.R.S., for exclusion from the fire district. Evidence of
28 exclusion shall be provided to the City prior to recording a final plat; or the Owner agrees to file, at
29 the Owner's expense, with the appropriate District Court all necessary petitions, pursuant to C.R.S.,
30 for exclusion from the fire district(s) prior to recording the final plat.

1 **ARTICLE NINE-COST ALLOCATION AND RECAPTURE OF COSTS FOR PUBLIC**
2 **AND COMMON IMPROVEMENTS**

3 9.1 The City may require the Owner to pay for other public improvements that relate to
4 development of the Property. These public improvements may benefit not only the Property, but also
5 adjacent landowners and the public.

6 9.2 The City shall assure construction of public improvements by requiring the Owner
7 to execute a PIA and to provide financial security before development of all or any applicable
8 phase of development, according to the LMC and ordinances then in effect.

9 9.3 Where the Owner constructs public improvements that will also benefit other
10 property owners and the public, reimbursement to the Owner shall be according to the LMC and
11 ordinances in effect at the time of development, and detailed in the Owner's PIA.

12 9.4 Where the Owner's property abuts or benefits from existing public improvements that
13 have been constructed by others (including the City), the Owner may be required to participate in
14 those public improvements according to the LMC and ordinances in effect at the time of development
15 and as detailed in the Owner's PIA.
16

17 **ARTICLE TEN-INCLUSION OF PROPERTY IN THE MUNICIPAL SUBDISTRICT,**
18 **NORTHERN COLORADO WATER CONSERVANCY DISTRICT**

19 10.1 As an express condition of annexation, the Owner consents to inclusion into the
20 Northern Colorado Water Conservancy District (District) and the Municipal Subdistrict (Subdistrict),
21 Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S. The
22 Owner acknowledges that, upon inclusion into the District and Subdistrict, the Property will be subject
23 to the same mill levies and special assessments as are levied or will be levied on other similarly
24 situated property in the District and Subdistrict at the time of inclusion of the Property. The Owner
25 agrees to waive any right that may exist to require an election pursuant to Article X, Section 20, of
26 the Colorado Constitution before the District and Subdistrict can impose such mill levies and special
27 assessments as it has the authority to impose. The Owner also agrees to waive, upon inclusion, any
28 right that may exist to a refund pursuant to Article X, Section 20, of the Colorado Constitution.
29

30 **ARTICLE ELEVEN-**
31 **[INTENTIONALLY DELETED]**

1
2 **ARTICLE TWELVE-ENFORCEMENT**

3 12.1 The parties shall have the right to enforce the provisions of this Agreement by
4 appropriate remedy in law or equity, including specific performance.
5

6 **ARTICLE THIRTEEN-NON-CONTESTABILITY**

7 13.1 The Owner presents this Agreement to induce favorable consideration of the Petition
8 for Annexation. The City Council and the public are relying on the Owner's promises to perform this
9 Agreement. If the City Council finds that the Owner, for any reason, has failed or neglected to satisfy
10 any material provision of this Agreement, the Council may deem the Owner, and any grantees,
11 successors or assigns in interest found in violation, collectively to have petitioned for disconnection
12 of the annexed territory, according to the annexation laws of Colorado. For this article, the City may
13 consider each ownership entity separately, and may consider a violation by one ownership entity not
14 to be a violation by others.
15

16 **ARTICLE FOURTEEN-MISCELLANEOUS**

17 14.1 Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be
18 construed as to their fair meaning, and not for or against any party based upon any attribution to such
19 party as the source of the language in question.

20 14.2 Headings for Convenience. All headings, captions and titles are for convenience and
21 reference only and of no meaning in the interpretation or effect of this Agreement.

22 14.3 Compliance with Ordinances and Regulations. The parties shall perform their
23 respective obligations under this Agreement in strict compliance with all applicable laws, rules,
24 charters, ordinances and regulations, as now exist or are later enacted or amended, of the City, and all
25 county, state and federal entities having jurisdiction over the Property.

26 14.4 Agreement as Covenant. This Agreement, and all of its obligations, shall run with the
27 land and be a covenant with respect thereto, and shall be binding upon the parties, their respective
28 heirs, successors and assigns. The City shall record this Agreement with the county clerk and
29 recorder.

30 14.5 No Implied Representations. No representations, warranties or certifications, express
31 or implied, shall exist as between the parties, except as specifically stated in this Agreement.

1 14.6 No Third Party Beneficiaries. None of the terms, conditions or covenants in this
2 Agreement shall give or allow any claim, benefit, or right of action by any third person not a party
3 hereto. Any person other than the City or the Owner receiving services or benefits under this
4 Agreement shall be only an incidental beneficiary.

5 14.7 Financial Obligations of City. All financial obligations of the City under this
6 Agreement are contingent upon appropriation, budgeting, and availability of specific funds to
7 discharge such obligations. Nothing in this Agreement shall be deemed a debt of the City, nor a
8 pledge of the City's credit, or a collection or payment guarantee by the City to the Owner.

9 14.8 Indemnification of City. The Owner shall indemnify and save harmless the City, its
10 officers, and employees, against any claims, liabilities, damages, fines, penalties, and costs arising
11 during or after the term of this Agreement from any work done or omission made by the Owner,
12 Owner's officers, employees or agents, arising out of or resulting from performance or
13 nonperformance of this Agreement.

14 14.9 Integrated Agreement and Amendments. This Agreement is an integration of the
15 entire understanding of the parties with respect to the matters stated herein. The parties shall only
16 amend this Agreement in writing with the proper official signatures attached thereto.

17 14.10 Waiver. No waiver of any breach or default under this Agreement shall be a waiver
18 of any other or subsequent breach or default.

19 14.11 Severability. Invalidation of any specific provision of this Agreement shall not affect
20 the validity of any other provision of this Agreement.

21 14.12 Governing Law. This Agreement shall be governed and construed according to the
22 laws of the State of Colorado.

23 14.13 Binding Effect. This Agreement shall be binding upon the parties and their respective
24 heirs, successors, assigns and grantees.

25 14.14 Owner Defined. Unless the context otherwise requires, as used in this Agreement,
26 the term, Owner, includes, jointly and severally, every person named in this Agreement as an
27 Owner. Singular references to Owner include the plural and plural references to Owners include
28 each individual Owner.

29 THE PARTIES make and enter into this Agreement on the date stated in the preamble.

29

DATE _____



8/1/2000

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|---|---|----|
| 8 | 4 | 17 |
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OWNER

BY:

TITLE:

RLSJ LLC by Reginald V Golden
Manager

ATTEST:

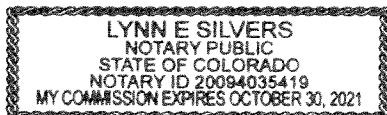
SECRETARY

State of Colorado)
) ss:
County of Boulder)The foregoing instrument was acknowledged before me by Reginald V Golden,
(Name of Party Signing)as Manager of _____,
(Title of Party Signing) (Name of Corporation)a RLSJ Properties LLC corporation, on behalf of the corporation, this
(State of incorporation)22 day of August, 2017.

Witness my hand and official Seal.

My Commission expires 10/30/2021.Lynn E Silvers
Notary Public

CA File: 9908



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EXHIBIT A

Annexation

Legal Description

NORTH PORTION:

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 11,
TOWNSHIP 2 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY
OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN
A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2
INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
SOUTHEAST CORNER OF SAID SECTION 11.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 11, FROM WHENCE
THE NORTHEAST CORNER OF SECTION 11 BEARS NORTH 00°01'24" WEST 2629.85
FEET;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11
NORTH 00°01'24" WEST 697.30 FEET;
THENCE LEAVING SAID EAST LINE NORTH 89°58'36" WEST 20.00 FEET TO A POINT
ON THE WESTERLY RIGHT-OF-WAYLINE OF NORTH 119TH STREET;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 65°16'54" WEST
504.96 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED BY
DEED RECORDED AT RECEPTION NO. 2294476 OF BOULDER COUNTY RECORDS
AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WEST LINE SOUTH 58°21'32" WEST 71.65 FEET TO A POINT
ON THE NORTHERLY RIGHT-OF-WAY LINE FOR THE BURLINGTON NORTHERN
RAILROAD RECORDED AT BOOK 130 PAGE 243 OF BOULDER COUNTY RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 2
COURSES:

1) ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS
OF 5950.00 FEET A CENTRAL ANGLE OF 00°00'32", CHORD OF SAID ARC BEARS
NORTH 63°34'35" WEST 0.94 FEET), A DISTANCE OF 0.94 FEET;

1 2) NORTH 63°34'35" WEST 2860.49 FEET;
2
3 THENCE NORTH 31°25'52" EAST 11.30 FEET;
4
5 THENCE NORTH 34°42'22" EAST 568.16 FEET TO A POINT ON THE NORTH LINE OF
6 THE NORTHWEST QUARTER OF SECTION 11;
7 THENCE ALONG SAID NORTH LINE NORTH 89°49'52" EAST 164.58 FEET TO THE
8 NORTH ONE QUARTER CORNER OF SECTION 11;
9
10 THENCE SOUTH 00°16'40" WEST 504.45 FEET;
11
12 THENCE NORTH 89°49'19" EAST 484.71 FEET;
13
14 THENCE SOUTH 55°08'38" EAST 140.51 FEET;
15
16 THENCE SOUTH 43°57'24" EAST 429.71 FEET;
17
18 THENCE SOUTH 49°04'29" EAST 119.74 FEET;
19
20 THENCE SOUTH 59°47'40" EAST 596.86 FEET;
21
22 THENCE SOUTH 50°54'20" EAST 225.05 FEET;
23
24 THENCE NORTH 21°01'10" EAST 184.68 FEET;
25
26 THENCE SOUTH 73°46'50" EAST 236.00 FEET;
27
28 THENCE SOUTH 15°28'33" WEST 306.12 FEET;
29
30 THENCE SOUTH 65°16'54" EAST 265.95 FEET TO A POINT ON THE WEST LINE OF A
31 TRACT OF LAND DESCRIBED BY DEED RECORDED AT RECEPTION NO. 2294476 OF
32 BOULDER COUNTY RECORDS TO THE POINT OF BEGINNING.
33
34 PARCEL CONTAINS: 799,981.8 SQUARE FEET OR 18.365 ACRES MORE OR LESS.
35
36 **SOUTH PORTION:**
37 A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER AND THE EAST
38 HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
39 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE
40 OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
41
42 BEARINGS CONTAINED HEREIN ARE BASED ON THE ASSUMPTION THAT THE
43 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH,
44 RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARS N 90°00'00" E BETWEEN
45 A FOUND 3.25 INCH ALUMINUM CAP MONUMENT STAMPED LS 20685 IN RANGE
46 BOX AT THE SOUTH QUARTER CORNER OF SAID SECTION 11 AND A FOUND 2

1 INCH ALUMINUM CAP MONUMENT STAMPED LS 18892 IN RANGE BOX AT THE
2 SOUTHEAST CORNER OF SAID SECTION 11.
3
4 COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF
5 SAID SECTION 11, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 11
6 BEARS S 0°01'24" E A DISTANCE OF 156.00 FEET;
7
8 THENCE N 70°19'39" W A DISTANCE OF 21.24 FEET TO A POINT ON THE WEST
9 RIGHT OF WAY LINE OF NORTH 119TH STREET;
10 THENCE N 70°19'39" W A DISTANCE OF 1369.15 FEET TO A POINT ON THE WEST
11 LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11;
12 THENCE ALONG SAID WEST LINE N 00°07'45" E A DISTANCE OF 27.17 FEET;
13 THENCE S 89°43'29" W A DISTANCE OF 1308.99 FEET TO A POINT ON THE WEST
14 LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;
15 THENCE ALONG SAID WEST LINE S 00°16'40" W A DISTANCE OF 22.25 FEET TO A
16 POINT FROM WHENCE THE CENTER QUARTER CORNER OF SECTION 11 BEARS S
17 00°16'40" W A DISTANCE OF 636.60 FEET;
18 THENCE N 77°55'08" W A DISTANCE OF 198.10 FEET;
19 THENCE N 63°40'08" W A DISTANCE OF 217.90 FEET;
20 THENCE S 89°55'52" W A DISTANCE OF 914.35 FEET TO A POINT ON THE WEST LINE
21 OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11 FROM
22 WHENCE THE WEST CENTER SIXTEENTH CORNER OF SECTION 11 BEARS S
23 00°09'49" W A DISTANCE OF 780.43 FEET;
24 THENCE ALONG SAID WEST LINE N 00°09'49" E A DISTANCE OF 290.02 FEET TO
25 THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED BY A SPECIAL
26 WARRANTY DEED RECORDED AS RECEPTION NO. 1059214, FILM 1639 OF BOULDER
27 COUNTY RECORDS;
28 THENCE S 89°03'48" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 304.11 FEET;
29 THENCE N 87°51'12" E A DISTANCE OF 223.07 FEET;
30 THENCE S 70°42'17" E A DISTANCE OF 78.66 FEET;
31 THENCE N 00°09'49" E A DISTANCE OF 972.28 FEET TO A POINT ON THE
32 SOUTHWESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN
33 RAILROAD AND BEING THE POINT OF BEGINNING;
34
35 THENCE S 00°09'49" W A DISTANCE OF 206.66 FEET;
36 THENCE S 59°54'42" E A DISTANCE OF 31.44 FEET;
37 THENCE S 89°45'11" E A DISTANCE OF 297.71 FEET;
38 THENCE S 63°40'50" E A DISTANCE OF 236.62 FEET;
39
40 THENCE S 00°09'49" W A DISTANCE OF 370.48 FEET TO THE BEGINNING OF A NON-
41 TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 750.00 FEET,
42 A CHORD BEARING OF S 69°43'06" E, A CHORD DISTANCE OF 237.77 FEET;
43
44 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.78 FEET;
45 THENCE S 60°35'52" E A DISTANCE OF 171.40 FEET;
46 THENCE S 89°52'49" E A DISTANCE OF 122.83 FEET;

1 THENCE S 85°52'23" E A DISTANCE OF 177.36 FEET;
2 THENCE S 35°26'22" E A DISTANCE OF 106.41 FEET;
3 THENCE S 00°56'32" W A DISTANCE OF 98.38 FEET TO THE BEGINNING OF A CURVE
4 TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1400.00 FEET, A CHORD
5 BEARING OF S 84°47'32" E AND A CHORD DISTANCE OF 480.21 FEET;
6 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.60 FEET;
7 THENCE N 85°19'57" E A DISTANCE OF 104.25 FEET TO THE BEGINNING OF A
8 CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CHORD
9 BEARING OF S 84°01'28" E AND A CHORD DISTANCE OF 110.81 FEET;
10 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 111.45 FEET;
11 THENCE S 73°22'53" E A DISTANCE OF 205.55 FEET TO THE BEGINNING OF A CURVE
12 TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CHORD
13 BEARING OF S 60°29'53" E AND A CHORD DISTANCE OF 231.88 FEET;
14 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 233.85 FEET;
15 THENCE S 47°36'54" E A DISTANCE OF 48.06 FEET TO THE BEGINNING OF A CURVE
16 TO THE LEFT, HAVING A RADIUS OF 200.00, A CHORD BEARING OF S 54°47'07" E
17 AND A CHORD DISTANCE OF 49.93 FEET;
18 THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.06 FEET;
19 THENCE S 61°57'30" E A DISTANCE OF 36.39 FEET TO A POINT ON THE
20 NORTHWESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 119;
21 THENCE N 46°31'45" E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE A
22 DISTANCE OF 47.02 FEET;
23 THENCE N 51°28'42" E A DISTANCE OF 223.42 FEET TO A POINT ON THE
24 SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA
25 FE (BNSF) RAILROAD;
26 THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE N 63°34'35" W
27 A DISTANCE OF 2201.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST
28 QUARTER OF THE NORTHEAST QUARTER OF SECTION 11;
29 THENCE S 00°16'40" W ALONG SAID WEST LINE AND ALONG THE EASTERLY
30 RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD RIGHT-OF-WAY A DISTANCE OF
31 139.25 FEET;
32 THENCE N 63°34'35" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID
33 BNSF RAILROAD A DISTANCE OF 677.89 FEET;
34 THENCE N 63°34'35" W CONTINUING ALONG SAID SOUTHERLY RAILROAD RIGHT-
35 OF-WAY LINE A DISTANCE OF 107.67 FEET TO THE POINT OF BEGINNING.
36
37 PARCEL CONTAINS: 870,515.7 SQUARE FEET OR 19.98 ACRES.

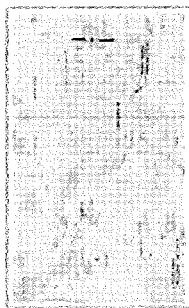
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EXHIBIT B Concept Plan

IRWIN THOMAS ANNEXATION NO. 2 CONCEPT PLAN

PART OF THE NORTH-EAST QUARTER AND EAST HALF OF
SECTION 36, TOWNSHIP 2 NORTH, RANGE 10 WEST, CO. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



SECTION 36

GENERAL PURPOSE AND SCOPE

The purpose of this Concept Plan is to provide a detailed description of the proposed annexation area, including its location, size, and boundaries. This plan is intended to serve as a guide for the development of the annexed area and to provide information to the public and the Board of Commissioners.

ANNEXATION AREA

The annexation area is located in the northeast corner of Section 36, Township 2 North, Range 10 West, County of Boulder, State of Colorado. The area is approximately 100 acres in size and is bounded by the following:

- North: Section 35
- South: Section 37
- East: Section 36
- West: Section 36

EXISTING LAND USES

The existing land uses within the annexation area are primarily agricultural and residential. The area is currently used for farming and ranching, with some residential development along the eastern boundary.

PROPOSED LAND USES

The proposed land uses for the annexation area are primarily agricultural and residential. The area is intended to be used for farming and ranching, with some residential development along the eastern boundary.

CONCLUSIONS

The annexation area is a valuable addition to the County of Boulder. It provides a source of agricultural and residential land, which is essential for the County's future growth and development. The proposed land uses are consistent with the County's Comprehensive Zoning Ordinance and the County's General Plan.

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