



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

Right-of-Way Contract No. 113345

THIS RIGHT-OF-WAY CONTRACT ("Contract") is entered into at Denver, Colorado, this August 1st, 2020 ("Effective Date"), by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("State Land Board"), whose address is 1127 Sherman Street, Suite 300, Denver, CO 80203, and The Town of Erie, Colorado ("Grantee"), having an address P.O. Box 750 Erie, CO 80516. The State Land Board and Grantee may be referred to here in as a "Party" or collectively as "Parties."

I. DESCRIPTION OF THE PREMISES

The State Land Board, in consideration of the terms and conditions herein, grants unto the Grantee, a right-of-way ("Right-of-Way"), over, under, upon and across certain portions of state trust lands described in Exhibit A attached hereto ("Premises").

II. CONDITION OF PREMISES

Grantee represents that Grantee has had an opportunity to inspect the Premises prior to entering into this Contract, and Grantee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The State Land Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this Contract), or to fence, make any repairs to or construct any improvements upon the Premises; and the State Land Board does not warrant that the Premises are suitable for the permitted purposes.

III. USE OF THE PREMISES

The use of the Premises shall be limited to constructing, operating, and maintaining a public county road known as WCR 7 and WCR 8 also known as Erie Parkway (collectively, the "Facilities"). No other use of the Premises by Grantee shall be permitted. The sole and singular user of the Premises shall be the Grantee named herein and its authorized agents and subcontractors. Grantee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this Contract. If Grantee uses or attempts to use the Premises for any other purpose whatsoever, then this Contract shall terminate immediately and be of no further effect, and all rights of way shall revert to the State Land Board or its successors. This Right-of-Way is not exclusive. It is subject to any and all uses, easements and rights-of-way granted previously.

IV. TERM

A. This Contract is effective from the Effective Date. The term shall be perpetual, subject to the covenants and agreements herein ("Term"). The Right-of-Way granted herein shall continue until termination for cause.

B. If the use of the Premises or any portion thereof is abandoned for twelve (12) consecutive months, this Contract and/or the Right-of-Way related to the unused portion of the Premises shall automatically and without notice terminate.

C. The Grantee may remove the Facilities during the Term. Upon such removal, the Right-of-Way shall terminate, except that temporary removal or closure of said Facilities during maintenance or approved reconstruction shall not terminate this Contract.

V. CONSIDERATION

A. Term

The consideration amount for the Premises during the Term shall be the sum of Forty Seven Thousand Seven Hundred Fifty Seven and 77/100 dollars (\$47,757.77). Grantee shall pay to the State Land Board the amount due during the Term of this Contract at the office of the State Land Board specified in the first paragraph of this Contract. No portion of any prepaid amount is refundable, unless otherwise stated herein. The initial payment will be due thirty (30) days after this Contract is fully executed. If such due date shall fall on a weekend or state holiday, such due date shall be the next business day following such weekend or holiday.

Failure to make any payment required under this Contract, which is not paid within thirty (30) days of its due date, shall be subject to interest, processing fees and penalties as specified in Section XXI.B.3. The State Land Board's acceptance of less than the full amount due shall not operate as an accord and satisfaction and shall not operate as a waiver of the State Land Board's right to collect the full amount which is actually due hereunder.

B. Holdover

If Grantee remains in possession of the Premises after the termination of this Contract (by expiration or otherwise) Grantee shall be liable for additional consideration during such holdover possession. The additional amount due shall not be less than the rate agreed upon in this Contract, and the State Land Board may fix a new rate, which shall be paid by the Grantee during continued occupancy. At the State Land Board's option, the Grantee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Grantee, or so long as any Facilities, unauthorized improvements or personal property remain on the Premises. Continued occupancy shall not establish a new or extended Contract Term or other right, no matter how long maintained and regardless of the State Land Board's knowledge thereof.

VI. PERMITS

Grantee may terminate this Contract upon written notice to the State Land Board if Grantee is unable to obtain, or maintain as required approval(s) or the issuance of, a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities as now or hereafter intended by Grantee so long as Grantee pays a termination fee equal to three (3) months consideration at the then-current rate pursuant to Section V.

VII. INSURANCE

The Grantee at its sole cost and expense, shall during the entire Term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable Facilities located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (1) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement; and (2) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available.

B. Liability Insurance

A commercial general liability insurance covering the Facilities and Premises insuring the Grantee in an amount not less than two million dollars (\$2,000,000), and covering bodily injury, including death to persons, personal injury, and property damage liability. Such coverage shall include, without

limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall be primary and non-contributory. Coverage shall also include all legal expenses and other costs incurred by the State Land Board related to any claim under this Contract.

C. Workers Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee or subcontractor employees acting within the course and scope of their employment.

D. Automobile Liability

Automobile liability insurance covering any auto used on the leased premises (including owned, hired and non-owned autos) with a minimum limit of one million dollars (\$1,000,000) each accident combined single limit.

E. (Reserved)

F. Other Risks

In addition, the Grantee shall obtain insurance against such other risks of a similar or dissimilar nature as the State Land Board shall deem appropriate.

G. General Provisions of Insurance Policies

1. All General Liability policies of insurance carried by the Grantee shall name the Grantee as insured and shall include the State Land Board as an additional insured.
2. A current certificate of insurance, referencing the Right-of-Way Contract number, shall be provided to the State Land Board prior to the commencement of this Contract, and at the request of the State Land Board throughout the term of this Contract.
3. All policies shall contain a provision that the policy cannot be cancelled until insurers have provided at least thirty (30) days prior written notice thereof to the Grantee and Grantee shall forward such notice to the State Land Board within seven days of Grantee's receipt of such notice.
4. The Grantee's obligation to carry insurance may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Grantee. When submitting a Certificate of Insurance under such policy, the new Contract number must be clearly identified.
5. Any deductibles must be declared to the State Land Board in the description area of the Certificate and Grantee shall be responsible for all claims and liabilities that fall within the Grantee's deductible.
6. Coverage required of Grantee shall be primary and noncontributory over any insurance carried by the Grantee or the State of Colorado or the State Land Board.
7. All insurance policies in any way related to this Contract and secured and maintained by Grantee as required shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee, the State of Colorado or the State Land Board, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

VIII. PERFORMANCE BOND

The Grantee shall execute a bond (or other sureties as may be approved by the State Land Board) at the time this Contract is executed by the parties in the amount of Six Thousand Seven Hundred Ninety and

00/100 Dollars (\$6,790). The bond shall guarantee performance of this Contract by Grantee, which includes, but is not limited to, the payment of consideration in accordance with Section V and the restoration of the Premises in accordance with Section XI. The bond shall consist of cash, letter of credit, or other sureties as may be approved by the State Land Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the State Land Board upon receipt by any bank or insurance company of written demand by the State Land Board, without further condition. In State Land Board's discretion, the State Land Board may draw upon the bond after Grantee has failed to perform its obligations under the Contract beyond the stated cure periods provided in the Contract.

The State Land Board shall keep said bond throughout construction of the Facilities and until all agreements related to surface reclamation have been satisfied by inspection and approved by the State Land Board staff or their designee.

IX. SURVEY

A. Prior to the Effective Date, a plat and survey performed by Michael Chad Dilka, Colorado PLS No. 38106, dated January 13, 2020 was submitted by the Grantee to depict the location of a portion of the Premises related to the intersection and/or Facilities, as required by the State Land Board. The survey included a metes and bounds legal description of the Premises and is in form and substance sufficient to meet the State Land Board's survey standards.

B. If the Premises and/or the footprint of the Facilities are to be enlarged, replaced, relocated, or added to in the future, the Grantee shall request of the State Land Board such change and furnish surveys, plats, and description of the change to the State Land Board. The State Land Board may, at its sole discretion, approve or deny such request. In the event that the State Land Board approves such change, the State Land Board may, at its sole discretion, require the Grantee to pay additional consideration.

X. CONSTRUCTION OF FACILITIES

A. Other than the Facilities, no improvements (including access roads) shall be built or placed upon the Premises without the prior written consent of the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. The State Land Board may require, in its sole discretion, Grantee to provide designs, construction plans, and building specifications for the State Land Board's review and approval prior to construction of the Facilities. In such case, Grantee shall not commence to build any structure or permanent Facilities or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. All Facilities shall be the property of the Grantee, unless they are deemed abandoned pursuant to Section XI.B below. If the Facilities are abandoned, such assets may, at the sole discretion of the State Land Board become the property of the State Land Board and may be removed, retained or sold by the State Land Board in accordance with Section XI.B below.

B. During construction of the Facilities and during the Term of this Contract, Grantee shall make a reasonable effort to treat the occurrences of noxious weed species (Ex. Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas. Reasonable effort includes but is not limited to washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species.

C. If any Facilities are constructed outside of the defined boundary of the Premises, the State Land Board, at its discretion, may require Grantee, a developer (if any), or their successors or assignees to relocate the Facilities to within the defined boundaries of the Premises at no cost to the State Land Board.

D. The Grantee shall not fence or otherwise obstruct free and open access to and travel upon, the Premises, without written authorization from the State Land Board.

E. If Grantee fails to construct the Facilities within two (2) years from the Effective Date, this Contract shall be subject to termination at the option of the State Land Board. If the State Land Board agrees to extend such construction period, the State Land Board may fix additional consideration at the time of completion of construction of said Facilities.

XI. TREATMENT OF FACILITIES AND SURRENDER OF PREMISES UPON TERMINATION OF CONTRACT

A. Upon expiration or termination of this Contract, and provided Grantee is not then in breach of or in default under this Contract, all Facilities shall, at the Grantee's option, either be:

1. Removed by Grantee without damage to the Premises; or
2. Sold by Grantee to a subsequent grantee of the Premises.

If Facilities are removed, Grantee shall comply with the provisions of this Section XI.

B. All Facilities, unauthorized improvements and/or personal property not so removed or sold within one-hundred twenty (120) days after termination of this Contract shall be deemed abandoned and may, at the State Land Board's option, be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

C. Grantee shall not be entitled to compensation for, or to sell or remove, any Facilities and/or unauthorized improvements when the Contract is terminated by the State Land Board for violation by the Grantee of the Contract provisions. At the State Land Board's option, the Facilities, unauthorized improvements and/or personal property on the Premises shall be removed by the State Land Board at the Grantee's expense in accordance with this Section XI, retained by the State Land Board for use by subsequent grantees, or sold by the State Land Board with all proceeds going to the State Land Board.

D. Upon expiration or termination of this Contract, the Grantee shall peaceably and quietly leave, and surrender possession of the Premises to the State Land Board in accordance with this Section XI, and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Facilities, unauthorized improvements and personal property and restore the Premises to its original or native vegetative condition or to such other conditions as may be approved by the State Land Board regardless of whether the Grantee has funds budgeted and allocated for the removal and restoration. The State Land Board can seek reimbursement from Grantee for any costs associated with removing and disposing of any property, improvements, or Facilities remaining on the Premises after one-hundred twenty (120) days following termination of this Contract.

E. Notwithstanding any provisions to the contrary, the Grantee shall have no right to remove, alter or demolish all or part of the Grantee's Facilities at any time the Grantee is in default or breach of any term, provision or covenant of this Contract.

XII. NO PARTNERSHIP

Nothing in this Contract shall cause the State Land Board in any way to be construed as a partner, a joint venturer or associated in any way with the Grantee in the operation of the Premises, or subject the State Land Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

XIII. MAINTENANCE AND REPAIR

The State Land Board shall have no duty of maintenance or repair with respect to the Premises or Facilities constructed thereon. The Grantee shall keep and maintain the Premises and Facilities thereon

in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Grantee shall be at least equal in quality to the original Facilities. During the Term, the Grantee shall provide continued maintenance of the area disturbed by the Facilities, to maintain the integrity of the installation.

XIV. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Facilities and/or Premises or any part thereof, by any cause whatever, the Grantee shall give or cause to be given to the State Land Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Facilities at least equal in quality to the original Facilities, restore the same to such modified plans as shall be previously approved in writing by the State Land Board, or remove all Facilities and restore the Premises to a native vegetative condition.

XV. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Contract shall be a net contract with respect to the State Land Board, and that all taxes, assessments, insurance, utilities, water, sewer, wastewater, sanitation and other operating costs including those which could otherwise result in a lien being placed against the Premises and/or the Facilities as well as the cost of all repairs, remodeling, renovations, alterations, and Facilities, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Facilities shall be borne by the Grantee and not by the State Land Board so that the consideration to the State Land Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Grantee is a tax exempt entity, it shall be Grantee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption.

XVI. INSPECTION RIGHTS

This Right-of Way is non-exclusive, however if Grantee fences any portion of the Premises or Facilities for safety or security purposes, the State Land Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises or the Facilities, or any portion thereof to ascertain and secure compliance with this Contract, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the State Land Board to enter upon and inspect fenced areas of the Premises and the Facilities in emergencies. If applicable, Grantee hereby grants to the State Land Board a non-revocable license for such access over and across Grantee's other lands during the Term of this Contract.

XVII. LIABILITY

A. The State Land Board shall not be liable to the Grantee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Grantee's development, use or occupancy of the Premises or by any person so doing through or under the Grantee or with its permission, express or implied. The Grantee further waives any claim against the State Land Board regarding the State Land Board's approval or disapproval of any plans or specifications whether or not defective.

B. To the extent permitted by law, the Grantee agrees to indemnify the State Land Board and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), corporation(s) arising from the conduct or management of or from any work or thing done on or about the Premises and to indemnify and save the State Land Board harmless against and from any and all claims arising during the Term hereof from: (i) any of those matters specified in this Article; (ii) any breach or default on the part of the Grantee hereunder; and (iii) any act or omission of the Grantee or any of its agents, contractors, servants, assignees, employees, invitees or licensees, on or about the Premises or other property contiguous or appurtenant to the Premises, including all costs,

attorneys fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the State Land Board by reason of any such claim upon notice from the State Land Board, the Grantee covenants to promptly effect the dismissal thereof or to diligently resist and defend such action or proceeding by counsel satisfactory to the State Land Board, at the sole cost and expense of the Grantee.

XVIII. RESERVATIONS TO THE STATE LAND BOARD

This Contract is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this Contract, the State Land Board hereby reserves:

A. The right at any and all times during the Term to sell, exchange, or otherwise dispose of all or any portion of the land underlying the Premises or adjoining lands.

B. (Reserved)

C. All rights to all minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, sand, gravel, clay, quarry products or other like substances in or under such land, and all geothermal resources and the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substance. Grantee shall not enter into any agreement to restrict mineral development in any way, including but not limited to, agreements to purchase, to buy out or to buy-down with the mineral lessee, its successors or assigns, without the written approval of the State Land Board.

D. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises.

E. Title to all water rights associated or appurtenant to the Premises. In addition:

1. No water, ditch, reservoir, well, spring, seepage or other right, permit, or use of any kind, ("water right") may be initiated, established, appropriated or adjudicated (for use on or off the Premises) by the Grantee for which the point of diversion, withdrawal, use or storage is on the Premises, without the prior written approval of the State Land Board. All applications and documents pertaining to any such water right must be made in the name of the State Land Board, and the State Land Board reserves the right to make or convert any related applications or documents in or to its own name. Any such water right, approved or unapproved is the sole and absolute property of the State Land Board without cost to the State Land Board.

2. Improvements made or constructed by the Grantee in connection with such water right, apart from any such water right, are subject to the preceding section entitled "Construction of Facilities." The water right itself, however, will belong to the State Land Board without cost.

3. Grantee must request and receive prior written approval by the State Land Board for any proposal by the Grantee to apply and/or use on the Premises an existing water right which is not diverted, withdrawn or stored on the Premises, and which is not the property of the State Land Board. Such approval must be in accordance with applicable policies, directives and schedules, as adopted by the State Land Board from time to time, and incorporated in this Contract by reference. Once an application of such water right is approved the State Land Board has the option to:

- i. require that the water right, or any portion thereof, be sold to the State Land Board or its subsequent grantee at its fair market value; or
 - ii. permit the water right to be removed from the Premises, but only under a reclamation/restoration plan approved by the State Land Board and completed by the Grantee. If the reclamation/restoration is not completed by the Grantee within the time set forth in the approved plan, the water right will remain attached to and available for use on the Premises until the reclamation/restoration is completed without cost to the State Land Board.
- 4. If any water right (and/or related improvements) owned by the State Land Board is leased to the Grantee by this Contract, it will be described in the paragraph entitled "Description of the Premises" and in that event will be considered part of the Premises. The Grantee must comply with all terms and conditions of the decree issued by the water court or permit issued by the Division of Water Resources, and put the maximum amount of water stated in the decree or permit to beneficial use, keep records of all such use, and submit an annual report that documents such use to the State Land Board and Division of Water Resources.
- F. The right to access, inspect and monitor the Premises at all reasonable times by the State Land Board, utilizing all reasonable means and methods, including but not limited to gate counters, game cameras and Unmanned Aerial Systems (UAS). The use of UAS will be in accordance with applicable Federal Aviation Administration (FAA) rules and regulations. Grantee will cooperate and not interfere with all reasonable means and methods of access, inspection and monitoring including taking actions necessary to comply with FAA rules and regulations.
- G. The right to inspect to the Premises under Section XVI.
- H. The right at any time to grant any right of way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises. This reservation includes, but is not limited to, the right to grant rights-of-way on, over, under, and across the Premises for the installation, emplacement, replacement, repair, operations, and maintenance of utilities which shall conform with plans duly submitted by the Grantee and approved by the State Land Board. If and when such right of way or easement is granted to a third party, the Grantee shall be compensated by the grantee for any damages to Grantee's personal property and Facilities.
- I. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Grantee's authorized use of the Premises.
- J. All rights, privileges and uses of every kind or nature not specifically granted to Grantee by this Contract so long as the exercise of such rights does not unreasonably interfere with Grantee's authorized use of the Premises.
- K. All treasure trove and articles of antiquity on or under the Premises are and remain the property of the State Land Board. The Grantee shall immediately report discovery to the State Land Board and to the Colorado State Historical Society.
- L. If the State Land Board desires to occupy or use, or permit the occupancy or use of, the Premises which are subject to the Right-of-Way granted, or any portion thereof, for any purpose with which the Facilities would interfere, then the State Land Board may require the Grantee to relocate its Facilities, at Grantee's expense, after first receiving not less than ninety (90) days prior written notice from the State Land Board. In such event, the Grantee shall be furnished a similar right-of-way over and across the State Land Board's land, where available and suitable, free of charge to relocate or otherwise adjust said Facilities.

Grantee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section XVIII.

XIX. ASSIGNMENTS AND SUBLEASING

This Contract shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

A. This Contract shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the State Land Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Grantee shall be considered an assignment. A change in name without a corresponding change in ownership and a change in name and/or ownership resulting from a merger or acquisition between Grantee, its partners, members or affiliates shall be considered an approved assignment (each an "Approved Assignment"), provided that the change in name and/or assignment is made in accordance with such terms and conditions as determined by the State Land Board. For each assignment that does not qualify as an Approved Assignment, Grantee shall be required to submit an assignment application fee of \$500.00 plus additional assignment consideration in an amount to be determined at the time of the assignment notification to the State Land Board which is based on the length of the remaining Term. The assignment application fee and additional assignment consideration requirements shall not apply to Approved Assignments. There shall be no partial assignments of this Contract.

B. Any transfer or assignment, or attempted transfer or assignment, of the Contract or any of the rights granted hereunder, without consent in writing of the State Land Board, shall be absolutely void, and at the option of the State Land Board, shall terminate this Contract. The acceptance by the State Land Board of any payment due hereunder from any person other than the Grantee shall not be deemed a waiver by the State Land Board of any provision of this Contract or to be consent to any assignment.

C. Subleasing, encumbering, pledging or otherwise transferring this Contract is expressly prohibited under the terms of this Contract except as expressly provided in this Contract.

D. Subleasing (including co-location of facilities not belonging to Grantee) is prohibited without the prior written consent of the State Land Board, which consent shall be at the State Land Board's sole discretion. Grantee shall request and obtain the State Land Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty (30) calendar days of the anniversary date of the Effective Date (and each subsequent one-year date thereafter), the Grantee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Grantee shall pay to the State Land Board an amount equal to 25% of gross receipts received during the previous year from subtenants or one-half (1/2) the previous year's annual consideration amount pursuant to Section V, whichever is greater. All entities with subleasing arrangements that include land outside of the boundaries of the Premises and are owned by the State Land Board shall be required to enter into a separate agreement with the State Land Board.

E. Grantee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this Contract. A breach or default of this Contract by a sublessee shall be considered a breach of the Contract as if the Grantee had committed the breach; however, Grantee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this Contract.

XX. PROTECTION, CONSERVATION AND COOPERATION

Grantee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the State Land Board. Grantee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Grantee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the State Land Board. Grantee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Grantee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

XXI. DEFAULTS AND REMEDIES

A. Defaults

The occurrences of any one or more of the following events shall constitute a default hereunder by the Grantee:

1. Failure by the Grantee to make any payment or charge required to be made by the Grantee hereunder, as and when due.
2. Use of the Premises by the Grantee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this Contract without the prior written consent of the State Land Board.
3. Failure by the Grantee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Grantee's default is such that more than thirty (30) days are reasonably required to cure such default then the Grantee shall not be deemed to be in default if the Grantee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion.

Any of the above events of default may be cured by the Grantee within thirty (30) days after written notice thereof from the State Land Board to the Grantee in accordance with Section XXV.K.

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the State Land Board hereunder or by the law provided, the State Land Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Grantee's right to possession of the Premises by any lawful means, in which case this Contract shall terminate and the Grantee shall immediately surrender possession of the Premises to the State Land Board according to the terms of Section XI. In such event of termination, the State Land Board shall be entitled to recover from the Grantee:
 - i. The unpaid consideration, charges, taxes and/or damages which have accrued up until the time of termination together with interest; and
 - ii. Any other amount necessary to compensate the State Land Board for the Grantee's failure to perform its obligations under this Contract or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and

alteration of the Premises, reasonable attorneys fees, and any other reasonable costs; and

- iii. Interest upon such amounts, which shall be one point five percent (1.5%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.
2. Consideration Due During Unlawful Detainer. In any successful action for unlawful detainer commenced by the State Land Board against the Grantee by reason of any default hereunder, the reasonable value of the Premises for the period of the unlawful detainer shall be two (2) times the current consideration amount specified in Section V and other charges or payments, prorated on a per diem basis, to be made by the Grantee under this Contract for such period.
3. Interest and Processing Fees; Penalties. Interest and processing fees in the amount of one point five percent (1.5%) per month or portion thereof shall be imposed for late payments and improper or partial payments. In addition, the State Land Board may charge penalties as provided in the State Land Board's published fee schedules, as they may be amended from time to time. Said interest, processing fees, and penalties (if any) shall accrue from the dates such amounts accrued to the State Land Board until paid by the Grantee.
4. Cumulative Rights. The rights and remedies reserved to the State Land Board, including those not specifically described, shall be cumulative, and the State Land Board may pursue any or all of such rights and remedies, at the same time or separately.

XXII. HAZARDOUS SUBSTANCES

A. The Grantee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601 (each a "Hazardous Substance" and collectively, the "Hazardous Substances"); except for the following:

1. any potentially Hazardous Substance contained within batteries installed by Grantee at the Premises, which shall be used for the sole purpose of supplying electrical power to the Facilities; and
2. small quantities of "over the counter" degreasers, lubricants, and cleaning solvent products, which shall be used for the sole purpose of maintenance and operation of the Facilities.

All Hazardous Substances shall be used and stored in compliance with all federal, state, and local environmental laws. Grantee shall provide the State Land Board with an inventory of all Hazardous Substances at the State Land Board's request.

B. The Grantee is also prohibited from storing any gasoline or other fuel on the Premises without the State Land Board's prior written permission; except Grantee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the State Land Board's sole discretion and upon such terms and conditions as determined by the State Land Board.

C. The Grantee shall immediately notify the State Land Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which affect the Premises.

XXIII. CONDEMNATION

A. In the event the State Land Board receives notification of any condemnation proceedings affecting the Premises, the State Land Board will provide notice of the proceeding to Grantee within ten (10) business days.

B. If all of the Premises are taken by any public authority under the power of eminent domain, this Contract shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the State Land Board or the Grantee, it is not economically feasible to continue this Contract, either party may terminate this Contract.

C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the State Land Board nor the Grantee elects to terminate this Contract, the payment due under this Contract shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises.

D. All damages awarded for the taking or damaging of all or any part of the Premises, or State Land Board owned improvements thereon, shall belong to and become the property of the State Land Board, and the Grantee hereby disclaims and assigns to the State Land Board any and all claims to such award. The State Land Board shall not claim any interest in any of the Facilities. Grantee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.

E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the Term of this Contract, the Grantee shall give prompt notice thereof to the State Land Board; however, the Term, rentals and other obligations of the Grantee under this Contract shall not be reduced or affected in any way. The Grantee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises.

XXIV. LIENS AND CLAIMS

A. Mechanics' Liens

1. The Grantee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any Facilities thereon, any mechanics', material men's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Grantee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or Facilities.
2. To the extent permitted by law, the Grantee agrees to defend, indemnify and hold the State Land Board and the Premises free and harmless from all liability for any and all such liens, claims, demands, and actions (each a "Lien" and collectively, the "Liens") together with reasonable attorney's fees and all costs and expenses in connection herewith.

B. Rights to Contest

Notwithstanding the foregoing, if the Grantee shall in good faith contest the validity of any such Lien, then the Grantee shall at its sole expense defend itself and the State Land Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the State Land Board or the Premises, upon the condition that if the State Land Board shall require, the Grantee shall furnish a surety bond satisfactory in form and amount to the State Land Board. Said bond shall not be less than one

hundred twenty percent (120%) of such contested Lien indemnifying the State Land Board against liability for the same, and holding the Premises free from the effect of such lien.

C. Posted Notice

The Grantee shall, upon execution of this Contract at its cost, prepare a Notice, pursuant to CRS §38-22-105, and cause the same to be posted for the purpose of protecting the State Land Board against any Liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Grantee.

XXV. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Grantee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the Contract, or in any other document or report required to be submitted under this Contract, shall at the discretion of the State Land Board, result in termination of this Contract and an action for damages.

B. Contract Document Controls

In the event of inconsistency or conflict between this Contract and documents incorporated herein by reference, this Contract shall control.

C. Compliance with Laws

The Grantee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Grantee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises, the Facilities thereon or the improvements adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance.

D. Authority

1. Grantee. If the Grantee is an entity other than an individual, Grantee acknowledges and represents that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Contract and that this Contract is binding upon said entity in accordance with its terms. In addition, each individual executing this Contract on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity and that this Contract is binding upon said entity in accordance with its terms. The Grantee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.
2. State Land Board. This Contract is entered into pursuant to the authority granted to the State Land Board by Colorado law. The State Land Board acknowledges and represents that it is duly organized and validly existing and has the right, power and authority to enter into this Contract.

E. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

F. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

H. Modification

1. By the Parties. Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the parties in an amendment to this Contract.
2. By Operation of Law. This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. Certain Rules of Construction

Time is of the essence in the performance of this Contract. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Grantee under this Contract shall be performed or fulfilled at the Grantee's sole cost and expense.

J. Governing Law and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado and venue shall be in the City and County of Denver.

K. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to:

Grantee:
Town of Erie, Colorado
P.O. Box 750
Erie, CO 80516

State Land Board:
COLORADO STATE BOARD OF LAND COMMISSIONERS
C/O CONTRACT NO.113345
1127 SHERMAN STREET, SUITE 300
DENVER, CO 80203

L. Severability

Provided this Contract can be executed and performance of the obligations of the parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the parties can continue to perform their obligations under this Contract in accordance with its intent.

M. Survival of Certain Contract Terms

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State Land Board if Grantee fails to perform or comply as required.

N. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

O. Waiver

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

P. Fund Availability, C.R.S. § 24-30-202(5.5)

Financial obligations of Grantee payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Grantee will use reasonable efforts to appropriate, budget, and make available funds for the purpose this Contract. In the event funds for this Contract are not appropriated, budgeted, or otherwise made available, Grantee shall surrender the Premises to the State Land Board.

Q. Colorado Open Records Act ("CORA") Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures if any, are subject to public release through CORA, §24-72-200.0, C.R.S., et seq.

R. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, Grantee, and their departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and the risk management statutes, C.R.S. § 24-30-1501 et seq., as amended. No term or condition of this Contract will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Governmental Immunity Act as applicable now or hereafter amended.

XXVI. STATE LAND BOARD'S APPROVAL

The Parties acknowledge that portions of WCR 7 and WCR 8 located on state trust lands as were granted solely to the Board of County Commissioners of Weld County by the State Land Board under Deed of Right of Way No. 1345 for the sole purpose of the construction and maintenance of public county roads and highways and that if for any reason at any time such use is discontinued and abandoned the grant shall become inoperative and void and the land conveyed shall revert to and become the property of the State Land Board absolutely. The Parties further acknowledged that portions of WCR 7 and WCR 8 located on state trust lands were annexed by the Grantee pursuant to §§24-72-200.0, C.R.S., et seq. and as shown in Exhibit B attached hereto.

By and through this Contract, the State Land Board hereby approves the assumption by Grantee of the portions of WCR 7 and WCR 8. The portions of WCR 7 and WCR 8 is incorporated in the description of the Premises and Grantee's use of the portions of WCR 7 and WCR 8 are hereby subject to the terms and conditions of this Contract. Grantee agrees that if for any reason at any time the portions of WCR 7 and WCR 8 are no longer used for public county roads and highways or abandoned, the portions of WCR 7 and WCR 8 shall revert to and become the property of the State Land Board absolutely and without further action by the State Land Board.

IN WITNESS WHEREOF, the State Land Board and the Grantee, by their signatures below, agree to the terms of this Contract:

Town of Erie, Colorado

By:

Signature

Date

Printed Name

Title

STATE OF COLORADO BY THE
STATE BOARD OF LAND COMMISSIONERS

By:

David S. Rodenberg, Right-of-way Manager

Date:

(Seal)

EXHIBIT A
THE PREMISES

A strip or parcel of land thirty feet (30') wide off of the South side of the South half (S1/2) of Section Sixteen (16) Township One (1) North of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian, containing 3.63 acres, more or less.

AND;

A strip or parcel of land thirty feet (30') wide off of the East side of the East half (E1/2) of Section Sixteen (16) Township One (1) North of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian, containing 3.63 acres, more or less.

AND;

A strip of land, being part of the Southeast Quarter (SE1/4) of Section Sixteen (16), Township One North (T.1N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 16 and assuming the South line of the Southeast Quarter (SE1/4) of said Section 16, being monumentalized by a #4 rebar with a 2" diameter aluminum cap stamped "LS14083, 1994" in a monument box at the East end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS14083, 1994" in a monument box at the West end, as bearing South 89°38'32" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2663.38 feet, with all other bearings contained herein relative thereto:

THENCE South 89°38'32" West along the South line of the Southeast Quarter (SE1/4) of said Section 16 a distance of 30.00 feet to a point being Thirty (30) feet, as measured at a right angle, West of the East line of the Southeast Quarter (SE1/4) of said Section 16;

THENCE North 00°22'38" West along a line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 16 a distance of 30.00 feet to the intersection of the North Right-of-way line of Erie Parkway as established by petition (See Book 48, Page 183 of the records of the Weld County Clerk and Recorder) with the West Right-of-way line of Weld County Road 7 as established by petition (See Book 48, Page 263 of the records of the Weld County Clerk and Recorder), said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Southeast Quarter (SE1/4) of said Section 16, said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Southeast Quarter (SE1/4) of said Section 16, said point being the POINT OF BEGINNING;

THENCE South 89°38'32" West along said North Right-of-way line a distance of 977.37 feet;

THENCE North 00°21'28" West a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, North of said North Right-of-way line;

THENCE North 89°38'32" East along a line being Forty (40) feet, as measured at a right angle, North of and parallel with said North Right-of-way line a distance of 912.35 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the Northwest, a distance of 39.28 feet to a Point of Tangency (PT), said point being Forty (40) feet, as measured at a right angle, West of said West Right-of-way line, said curve having a radius of 25.00 feet, a central angle of 90°01'10" and a long chord bearing North 44°37'57" East a distance of 35.36 feet;

THENCE North 00°22'38" West along a line being Forty (40) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 473.00 feet;

THENCE North 89°37'22" East a distance of 40.00 feet said West Right-of-way line;

THENCE South 00°22'38" East along said West Right-of-way line a distance of 538.02 feet to the POINT OF BEGINNING.

Said described strip of land contains 59,149 sq. ft. or 1.358 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

2764441 04/27/2000 02:21P JA Suki Tsukamoto
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ORDINANCE NO. 669

441

**AN ORDINANCE ANNEXING THE RIEDER ANNEXATION NO. 3,
PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO
BE KNOWN AS THE RIEDER ANNEXATION NO. 3 TO THE
TOWN OF ERIE, COLORADO.**

WHEREAS, a petition for Annexation has been filed by The Laurence H. Rieder Family Trust, Mary Alice Rieder, Laurence J. Rieder, Arnette Rieder, Harold Snyder, Susan Snyder, Brian Dolan, Barbara Dolan, John Romey and Mary Jean Romey, for the annexation to the Town of the following described real property; to wit:

See attached Exhibit A.

WHEREAS, the above described property consists of private property under single ownership; and

WHEREAS, a public hearing was held on said Petition pursuant to statute on 9 November, 1999, and

WHEREAS, the Board of Trustees adopted Resolution No.99-42, and determined that the applicable parts of C.R.S. Sections 31-12-104 and 31-12-105 have been met, that an election is not required under Section 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described real property be annexed to the Town of Erie, Colorado:

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Weld County, Colorado; that;

Section 1. The above described property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. Three-Mile Annexation Plan. The "Comprehensive Plan, Erie, Colorado" published by the Town of Erie Planning and Zoning Commission on December 5, 1996, along with accompanying maps, plats, charts and descriptive material, including the "roadway plan" contained in the "Erie Transportation Plan" prepared by Felsburg, Holt & Ullevig, November 1996, has been adopted as the master plan for the three-mile area surrounding the Town of Erie as required by C.R.S. 31-12-105 (1) (e). The "Three-Mile Annexation Plan" as adopted is hereby amended to the extent necessary to incorporate the above described property and to update said Plan thereby.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the (Boulder Weld) County Clerk and Recorder.

Section 4. The signatures on the annexation map and this annexation ordinance and the recording of the same shall be withheld until an annexation agreement is completed and accepted by the Town.



2764441 04/27/2000 02:21P JA Suki Tsukamoto
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Section 5. Effective Date. This ordinance shall become effective thirty (30) days after publication, or upon the affixation of signatures on the annexation map and this annexation ordinance and the recording of the same, whichever occurs later.

Section 6. Validity. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 7. Necessity. In the opinion of the Board of Trustees of the Town of Erie, this ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Erie.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ AND ADOPTED and ordered published this 9th day of November, 1999.

Published in the *Daily Times Call* on the 13th day of November 1999 and *Erie Review* on the 17th day of November, 1999.

Town of Erie, a Colorado municipal corporation

By: 
Victor F. Smith, Mayor

ATTEST:

By: 
Linda N. Salas, Town Clerk



2764441 04/27/2000 02:21P JA Suki Tsukamoto
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Exhibit A
REIDER ANNEXATION #3

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 779.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE S02°17'33"W A DISTANCE OF 750.00 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.8; THENCE N00°27'30"E A DISTANCE OF 3750.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE S00°27'30"E A DISTANCE OF 3750.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ROAD No.7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD No.8; THENCE N02°17'33"W A DISTANCE OF 750.00 FEET TO THE TRUE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 2.066 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

ORDINANCE NO. 670

442

**AN ORDINANCE ANNEXING THE RIEDER ANNEXATION NO. 4,
PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO
BE KNOWN AS THE RIEDER ANNEXATION NO. 4 TO THE
TOWN OF ERIE, COLORADO.**

WHEREAS, a petition for Annexation has been filed by The Laurence H. Rieder Family Trust, Mary Alice Rieder, Laurence J. Rieder, Arnette Rieder, Harold Snyder, Susan Snyder, Brian Dolan, Barbara Dolan, John Romey and Mary Jean Romey, for the annexation to the Town of the following described real property; to wit:

See attached Exhibit A.

WHEREAS, the above described property consists of private property under single ownership; and

WHEREAS, a public hearing was held on said Petition pursuant to statute on 9 November, 1999, and

WHEREAS, the Board of Trustees adopted Resolution No. 99-42, and determined that the applicable parts of C.R.S. Sections 31-12-104 and 31-12-105 have been met, that an election is not required under Section 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described real property be annexed to the Town of Erie, Colorado:

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Weld County, Colorado; that;

Section 1. The above described property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. Three-Mile Annexation Plan. The "Comprehensive Plan, Erie, Colorado" published by the Town of Erie Planning and Zoning Commission on December 5, 1996, along with accompanying maps, plats, charts and descriptive material, including the "roadway plan" contained in the "Erie Transportation Plan" prepared by Felsburg, Holt & Ullevig, November 1996, has been adopted as the master plan for the three-mile area surrounding the Town of Erie as required by C.R.S. 31-12-105 (1) (e). The "Three-Mile Annexation Plan" as adopted is hereby amended to the extent necessary to incorporate the above described property and to update said Plan thereby.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the (Boulder Weld) County Clerk and Recorder.

Section 4. The signatures on the annexation map and this annexation ordinance and the recording of the same shall be withheld until an annexation agreement is completed and accepted by the Town.



2764442 04/27/2000 02:21P JA Suki Tsukamoto
2 of 4 R 20.00 D 0.00 Weld County CO

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after publication, or upon the affixation of signatures on the annexation map and this annexation ordinance and the recording of the same, whichever occurs later.

Section 6. Validity. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.


Section 7. Necessity. In the opinion of the Board of Trustees of the Town of Erie, this ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Erie.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ AND ADOPTED and ordered published this 9th day of November, 1999.

Published in the *Daily Times Call* on the 13th day of November 1999 and *Erie Review* on the 17th day of November, 1999.

Town of Erie, a Colorado municipal corporation

By: 
Victor F. Smith, Mayor

ATTEST:


By: 
Linda N. Salas, Town Clerk



Exhibit A
REIDER ANNEXATION #4

A PARCEL OF LAND LOCATED IN SECTION 10, SOUTH HALF OF SECTION 3, SOUTHEAST QUARTER OF SECTION 4, THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTIONS 9 AND 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 3779.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°27'30"W A DISTANCE OF 3750.00 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.8; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID SECTIONS 15 AND 10 FOR THE FOLLOWING TWO (2) COURSES:

1) N00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;

2) N00°00'00"W A DISTANCE OF 5310.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.12; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 FOR THE FOLLOWING TWO (2) COURSES:

1) N90°00'00"E A DISTANCE OF 2670.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3;

2) N90°00'00"E A DISTANCE OF 2390.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 25; THENCE S00°00'00"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No. 12; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 FOOT THE FOLLOWING TWO (2) COURSES:

1) N90°00'00"W A DISTANCE OF 2390.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10;

2) N90°00'00"W A DISTANCE OF 2610.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ROAD No.7; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SAID LINE BEING 30.00 EAST OF AND PARALLEL TO THE WEST LINE OF SECTIONS 10 AND 15 FOR THE FOLLOWING TWO (2) COURSES:

1) S00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15;

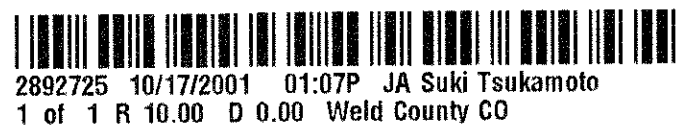
2) S00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD No.8; THENCE N00°27'30"W A DISTANCE OF 3750.00 FEET TO THE TRUE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 18.850 ACRES MORE OR LESS, TOGETHER WITH



2764442 04/27/2000 02:21P JA Suki Tsukamoto
4 of 4 R 20.00 D 0.00 Weld County CO

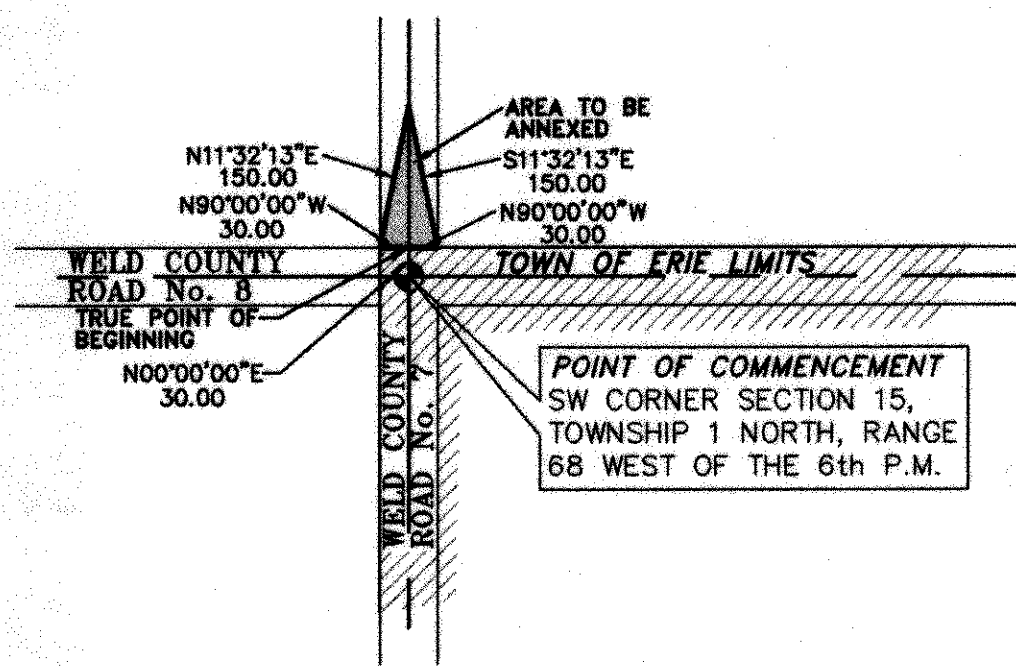
AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF
PUBLIC RECORD.



RIEDER PROPERTY ANNEXATION #1 THRU #3 TO THE TOWN OF ERIE

A PORTION OF THE WEST HALF OF SECTION 15, AND THE
EAST HALF OF SECTION 16, T1N, R68W OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO

ANNEXATION #1



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00\"/>

THUS DESCRIBED TRACT CONTAINS 0.101 ACRE MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

CONTIGUITY

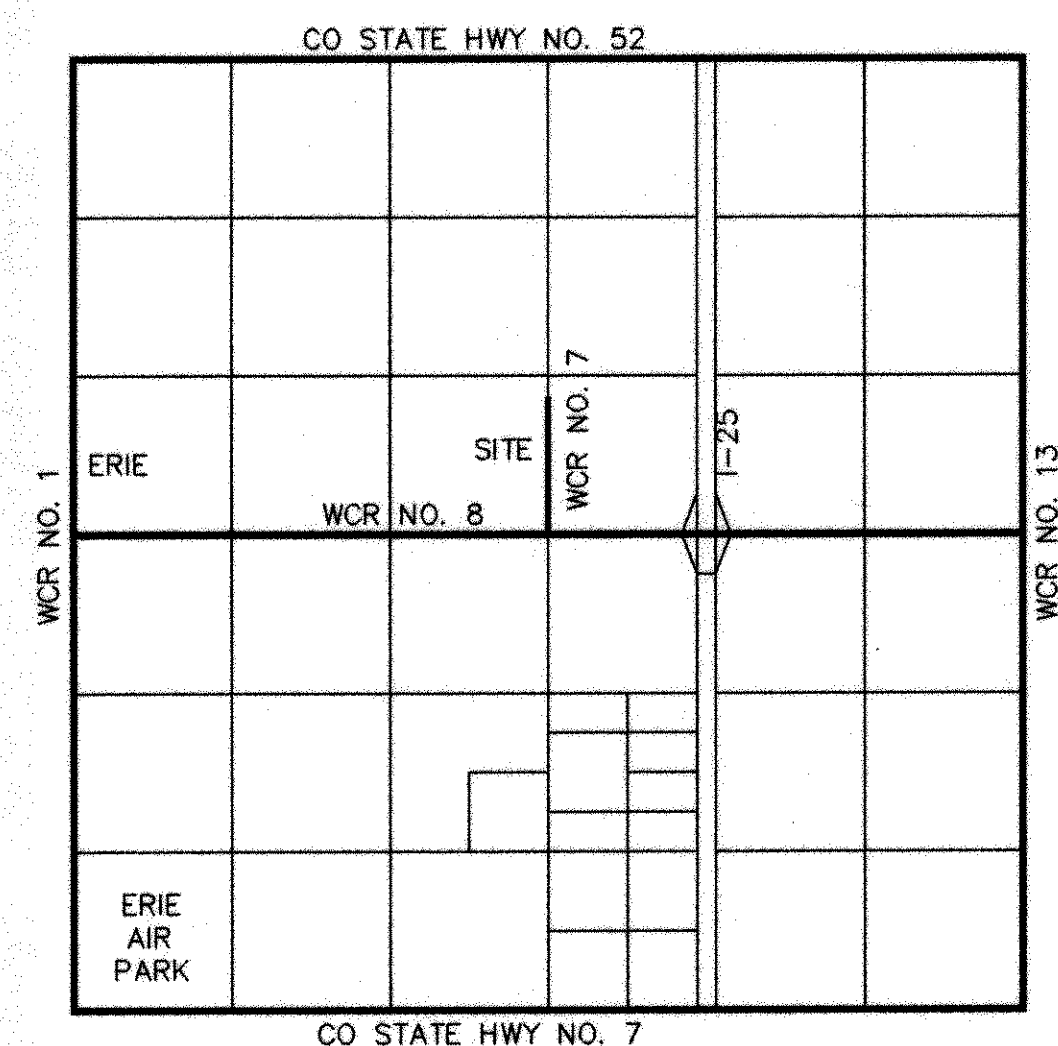
TOTAL PERIMETER OF PROPERTY _____ 360.00'
1/8 TOTAL PERIMETER OF PROPERTY _____ 60.00'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE _____ 60.00'

TOTAL AREA BEING ANNEXED: 4,409 SQ. FT. OR 0.101 ACRE, MORE OR LESS

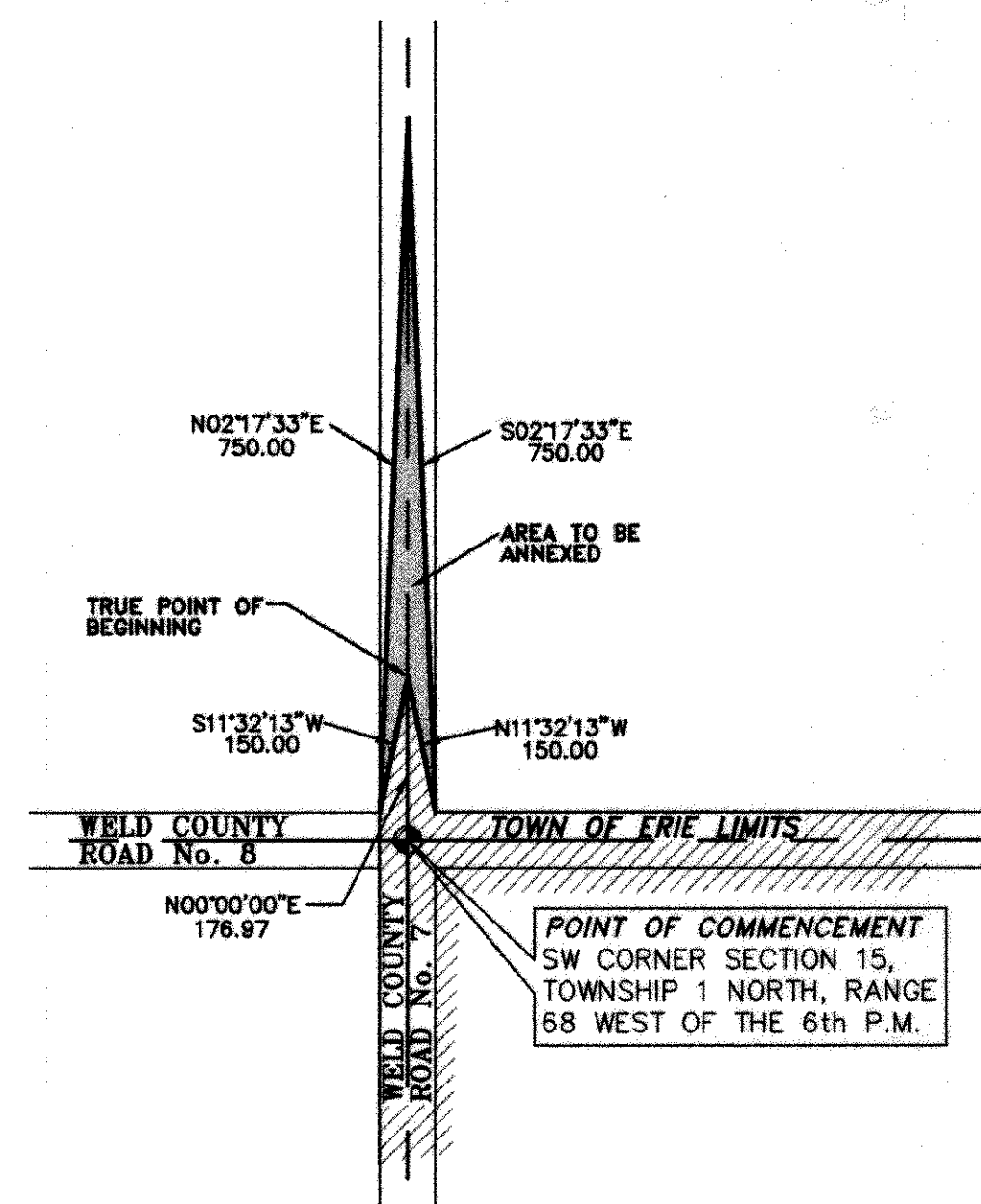
LEGEND

● - SECTION CORNER

VICINITY MAP



ANNEXATION #2



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00\"/>

THUS DESCRIBED TRACT CONTAINS 0.415 ACRE MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 1,800.00'
1/8 TOTAL PERIMETER OF PROPERTY _____ 300.00'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE _____ 300.00'

TOTAL AREA BEING ANNEXED: 18,073 SQ. FT. OR 0.415 ACRE, MORE OR LESS

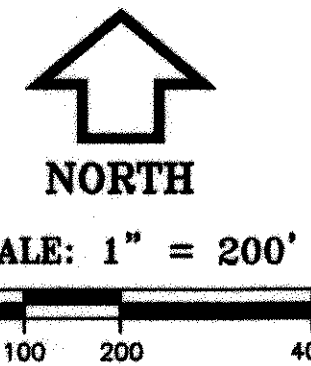
GENERAL NOTES

- THIS ANNEXATION MAP IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENTS SURVEY PLAT". BOUNDARY DETERMINATIONS ARE NOT A PART OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART GRIFFIN & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- BEARINGS AND DISTANCES ARE BASED ON SECTIONS 15 AND 16 BEING REGULAR SECTIONS.

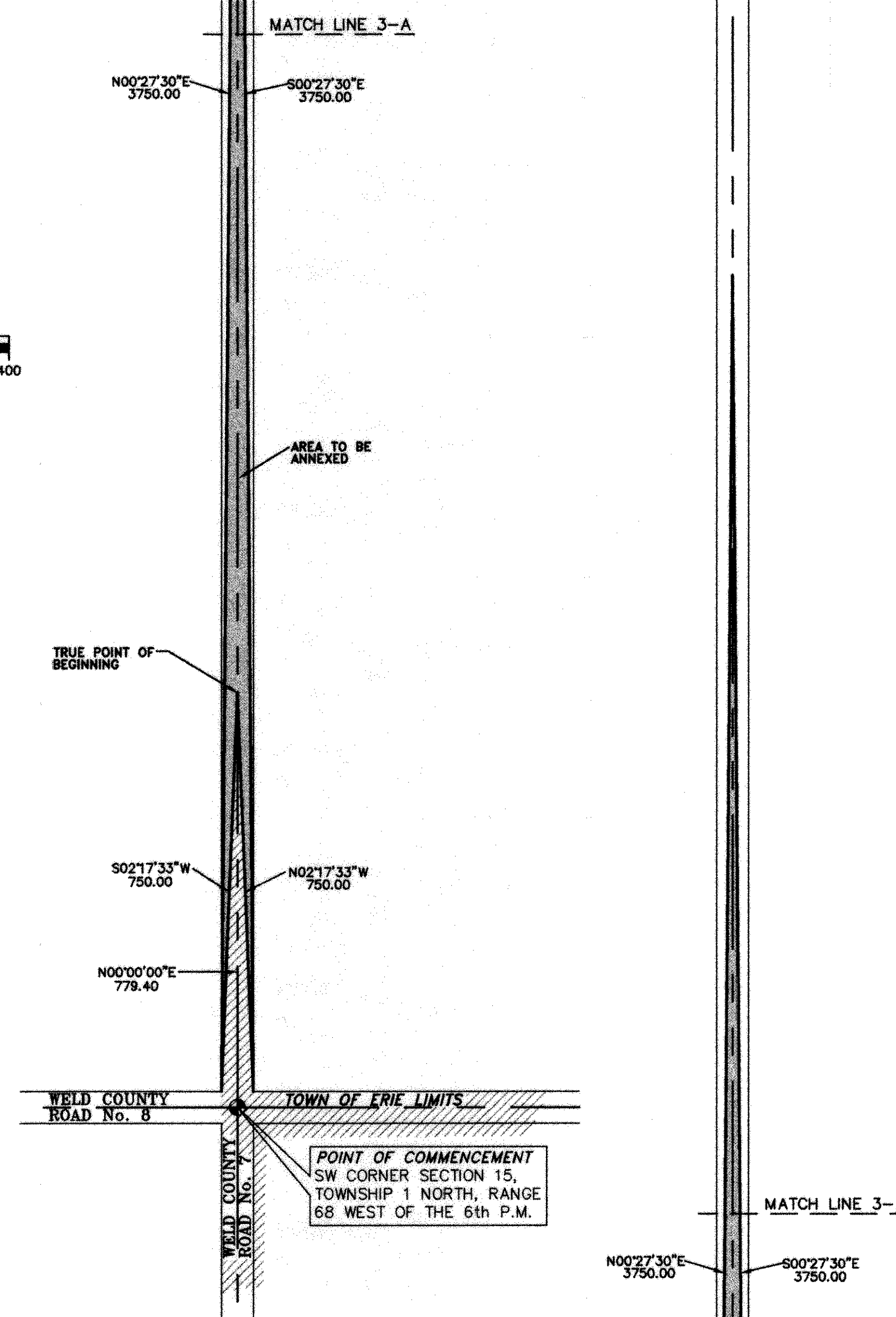
PLANNING & ZONING COMMISSION CERTIFICATE

APPROVED BY THE ERIE PLANNING COMMISSION THIS 19th DAY OF October A.D. 2003

David L. Johnson
CHAIRMAN
Hallie S. Sawyer
PLANNING & ZONING COMMISSION SECRETARY



ANNEXATION #3



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00\"/>

THUS DESCRIBED TRACT CONTAINS 2.066 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 9,000.00'
1/8 TOTAL PERIMETER OF PROPERTY _____ 1,500.00'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE _____ 1,500.00'

TOTAL AREA BEING ANNEXED: 90,014 SQ. FT. OR 2.066 ACRES, MORE OR LESS

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT BEING THE OWNER(S) OF CERTAIN LANDS IN ERIE, COLORADO, AS DESCRIBED HEREON.

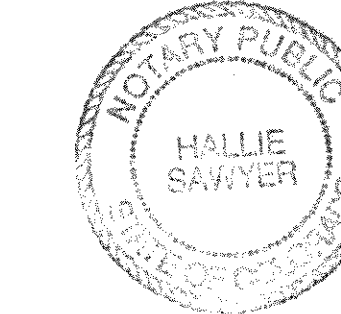
EXECUTED THIS 12th DAY OF October A.D. 2003

Laurence H. Rieder
LAURENCE H. RIEDER TRUSTEE
Mary Alice Rieder
MARY ALICE RIEDER
Arnette Rieder
ARNETTE RIEDER
Susan Snyder
SUSAN SNYDER
Brian Dolan
BRIAN DOLAN
Barbara Dolan
BARBARA DOLAN
John Romy
JOHN ROMY
Mary Jean Romy
MARY JEAN ROMY

STATE OF COLORADO)
COUNTY OF WELD) ss

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MARY A. RIEDER, TRUSTEE, MARY ALICE RIEDER, LAURENCE J. RIEDER, ARNETTE RIEDER, HAROLD SNYDER, SUSAN SNYDER, BRIAN DOLAN, BARBARA DOLAN, JOHN ROMY AND MARY JEAN ROMY THIS

12th DAY OF October, 2003



WITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES January 3, 2003
NOTARY PUBLIC
Hallie Sawyer

RECORDER'S CERTIFICATE

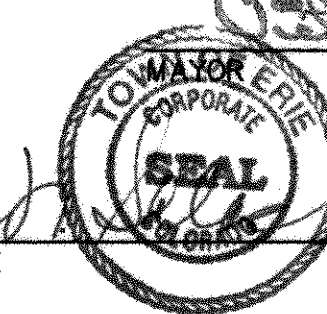
THIS ANNEXATION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ O'CLOCK, _____ M., ON THE _____ DAY OF _____ A.D., 20____, IN THE BOOK _____, MAP _____, RECEPTION NO. _____

WELD COUNTY CLERK AND RECORDER
BY: _____
DEPUTY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP IS TO BE KNOWN AS "RIEDER PROPERTY ANNEXATION #1 THRU # 3 TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____ PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON November 9, 2003 AND RECORDED ON _____ AS RECEPTION NO. _____ IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF ERIE, COLORADO.

ATTEST:
[Signature]
TOWN CLERK



SURVEYING CERTIFICATE

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THE _____ DAY OF APRIL, 2000.

[Signature]
JOHN P. EHRHART, PLS
COLORADO PLS #29414
PRESIDENT, EHRHART GRIFFIN & ASSOCIATES, INC.

<p>EHRHART GRIFFIN & ASSOCIATES</p> <p>P.O. Box 930, 665 Briggs St. • Erie, Colorado 80516 (303) 828-3340</p>	<p>• ENGINEERING</p> <p>• PLANNING</p> <p>• LAND SURVEYING</p>	PAGE NO. 1 OF 1
	<p>DATE: 4/4/00</p>	<p>DRAWN BY: JSR</p>
	<p>PROJECT: 985184</p>	

ORDINANCE NO. 667

439

AN ORDINANCE ANNEXING THE RIEDER ANNEXATION NO. 1, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE RIEDER ANNEXATION NO. 1 TO THE TOWN OF ERIE, COLORADO.

WHEREAS, a petition for Annexation has been filed by The Laurence H. Rieder Family Trust, Mary Alice Rieder, Laurence J. Rieder, Arnette Rieder, Harold Snyder, Susan Snyder, Brian Dolan, Barbara Dolan, John Romey and Mary Jean Romey, for the annexation to the Town of the following described real property; to wit:

See attached Exhibit A.

WHEREAS, the above described property consists of private property under single ownership; and

WHEREAS, a public hearing was held on said Petition pursuant to statute on 9 November, 1999, and

WHEREAS, the Board of Trustees adopted Resolution No.99-42, and determined that the applicable parts of C.R.S. Sections 31-12-104 and 31-12-105 have been met, that an election is not required under Section 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described real property be annexed to the Town of Erie, Colorado:

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Weld County, Colorado; that;

Section 1. The above described property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. Three-Mile Annexation Plan. The "Comprehensive Plan, Erie, Colorado" published by the Town of Erie Planning and Zoning Commission on December 5, 1996, along with accompanying maps, plats, charts and descriptive material, including the "roadway plan" contained in the "Erie Transportation Plan" prepared by Felsburg, Holt & Ullevig, November 1996, has been adopted as the master plan for the three-mile area surrounding the Town of Erie as required by C.R.S. 31-12-105 (1) (e). The "Three-Mile Annexation Plan" as adopted is hereby amended to the extent necessary to incorporate the above described property and to update said Plan thereby.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the (Boulder Weld) County Clerk and Recorder.

Section 4. The signatures on the annexation map and this annexation ordinance and the recording of the same shall be withheld until an annexation agreement is completed and accepted by the Town.



Section 5. Effective Date. This ordinance shall become effective thirty (30) days after publication, or upon the affixation of signatures on the annexation map and this annexation ordinance and the recording of the same, whichever occurs later.

Section 6. Validity. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

Section 7. Necessity. In the opinion of the Board of Trustees of the Town of Erie, this ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Erie.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ AND ADOPTED and ordered published this 9th day of November, 1999.

Published in the *Daily Times Call* on the 13th day of November 1999 and *Erie Review* on the 17th day of November, 1999.

Town of Erie, a Colorado municipal corporation

By: 
Victor F. Smith, Mayor

ATTEST:

By: 
Town Clerk

2764439 04/27/2000 02:21P JA Suki Tsukamoto
3 of 3 R 15.00 D 0.00 Weld County CO

Exhibit A
REIDER ANNEXATION #1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No. 8 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N90°00'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No. 7; THENCE N11°32'13"E A DISTANCE OF 150.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE S11°32'13"E A DISTANCE OF 150.00 FEET TO A POINT OF THE EAST RIGHT-OF-WAY LINE OF SAID ROAD No.7 SAID POINT ALSO BEING ON SAID NORTH RIGHT-OF-WAY LINE; THENCE N90°00'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 0.101 ACRE MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

ORDINANCE NO. 668

440

AN ORDINANCE ANNEXING THE RIEDER ANNEXATION NO. 2, PURSUANT TO THE PETITION OF THE OWNER THEREOF, TO BE KNOWN AS THE RIEDER ANNEXATION NO. 2 TO THE TOWN OF ERIE, COLORADO.

WHEREAS, a petition for Annexation has been filed by The Laurence H. Rieder Family Trust, Mary Alice Rieder, Laurence J. Rieder, Arnette Rieder, Harold Snyder, Susan Snyder, Brian Dolan, Barbara Dolan, John Romey and Mary Jean Romey, for the annexation to the Town of the following described real property; to wit:

See attached Exhibit A.

WHEREAS, the above described property consists of private property under single ownership; and

WHEREAS, a public hearing was held on said Petition pursuant to statute on 9 November, 1999, and

WHEREAS, the Board of Trustees adopted Resolution No.99-42, and determined that the applicable parts of C.R.S. Sections 31-12-104 and 31-12-105 have been met, that an election is not required under Section 31-12-107(2), and that no additional terms and conditions are to be imposed; and

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the described real property be annexed to the Town of Erie, Colorado:

NOW THEREFORE, BE IT ORDAINED by the Board of Trustees of the Town of Erie, Weld County, Colorado; that;

Section 1. The above described property is hereby annexed to and included within the town limits of the Town of Erie.

Section 2. Three-Mile Annexation Plan. The "Comprehensive Plan, Erie, Colorado" published by the Town of Erie Planning and Zoning Commission on December 5, 1996, along with accompanying maps, plats, charts and descriptive material, including the "roadway plan" contained in the "Erie Transportation Plan" prepared by Felsburg, Holt & Ullevig, November 1996, has been adopted as the master plan for the three-mile area surrounding the Town of Erie as required by C.R.S. 31-12-105 (1) (e). The "Three-Mile Annexation Plan" as adopted is hereby amended to the extent necessary to incorporate the above described property and to update said Plan thereby.

Section 3. The Mayor and Town Clerk are authorized and directed to complete all the necessary procedures required for annexation of said property to the Town including filing the required certified copies of the annexation ordinance and a map of the area to be annexed containing a legal description of such area with the (Boulder Weld) County Clerk and Recorder.

Section 4. The signatures on the annexation map and this annexation ordinance and the recording of the same shall be withheld until an annexation agreement is completed and accepted by the Town.



2764440 04/27/2000 02:21P JA Suki Tsukamoto
2 of 3 R 15.00 D 0.00 Weld County CO

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after publication, or upon the affixation of signatures on the annexation map and this annexation ordinance and the recording of the same, whichever occurs later.

Section 6. Validity. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases be declared invalid.

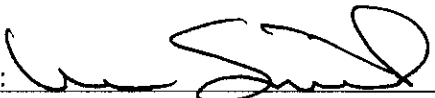
Section 7. Necessity. In the opinion of the Board of Trustees of the Town of Erie, this ordinance is necessary for the immediate preservation and protection of the health, safety, welfare and property of the inhabitants and owners of property in the Town of Erie.

Section 8. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

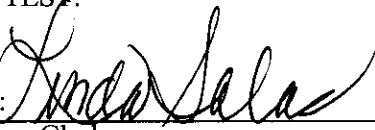
INTRODUCED, READ AND ADOPTED and ordered published this 9th day of November, 1999.

Published in the *Daily Times Call* on the 13th day of November 1999 and *Erie Review* on the 17th day of November, 1999.

Town of Erie, a Colorado municipal corporation

By: 
Victor F. Smith, Mayor

ATTEST:

By: 
Linda Sala
Town Clerk



2764440 04/27/2000 02:21P JA Suki Tsukamoto
3 of 3 R 15.00 D 0.00 Weld County CO

Exhibit A
REIDER ANNEXATION #2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 176.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE S11°32'13"W A DISTANCE OF 150.00 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD No.8; THENCE N02°17'33"E A DISTANCE OF 750.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE S02°17'33"E A DISTANCE OF 750.00 FEET TO A POINT OF THE EAST RIGHT-OF-WAY LINE OF SAID ROAD No.7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD No.8; THENCE N11°32'13"W A DISTANCE OF 150.00 FEET TO THE TRUE POINT OF BEGINNING.

THUS DESCRIBED TRACT CONTAINS 0.415 ACRE MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

MATCH LINE A MATCH LINE B

2892726 10/17/2001 01:07P JA Suki Tsukamoto
1 of 1 R 10.00 D 0.00 Weld County CO

RIEDER PROPERTY ANNEXATION #4 TO THE TOWN OF ERIE

A PORTION OF SECTION 10, SOUTH HALF OF SECTION 3, SOUTHEAST QUARTER OF SECTION 4, WEST HALF OF SECTION 15, AND THE EAST HALF OF SECTIONS 9 AND 16, T1N, R68W OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

GENERAL NOTES

- 1) THIS ANNEXATION MAP IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT". BOUNDARY DETERMINATIONS ARE NOT A PART OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
- 2) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART GRIFFIN & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
- 4) BEARINGS AND DISTANCES ARE BASED ON SECTIONS 15 AND 16 BEING REGULAR SECTIONS.

RECORDER'S CERTIFICATE

THIS ANNEXATION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT _____ O'CLOCK, _____ M., ON THE _____ DAY OF _____ A.D., 20____, IN THE BOOK _____, MAP _____, RECEPTION NO. _____

WELD COUNTY CLERK AND RECORDER
BY: _____
DEPUTY

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS ANNEXATION MAP IS TO BE KNOWN AS "RIEDER PROPERTY ANNEXATION #4 TO THE TOWN OF ERIE" AND IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR (SPECIAL) MEETING OF THE BOARD OF TRUSTEES OF ERIE, COLORADO, HELD ON November 9, 2001, AND RECORDED ON _____, AS RECEPTION NO. _____, IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF ERIE, COLORADO.

ATTEST: _____
TOWN CLERK

PLANNING & ZONING COMMISSION CERTIFICATE

APPROVED BY THE ERIE PLANNING COMMISSION THIS 19th DAY OF October A.D. 2001.

CHAIRMAN

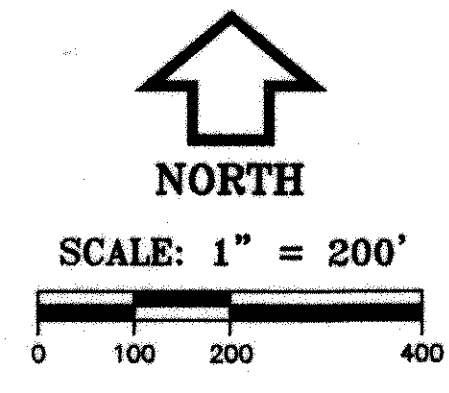
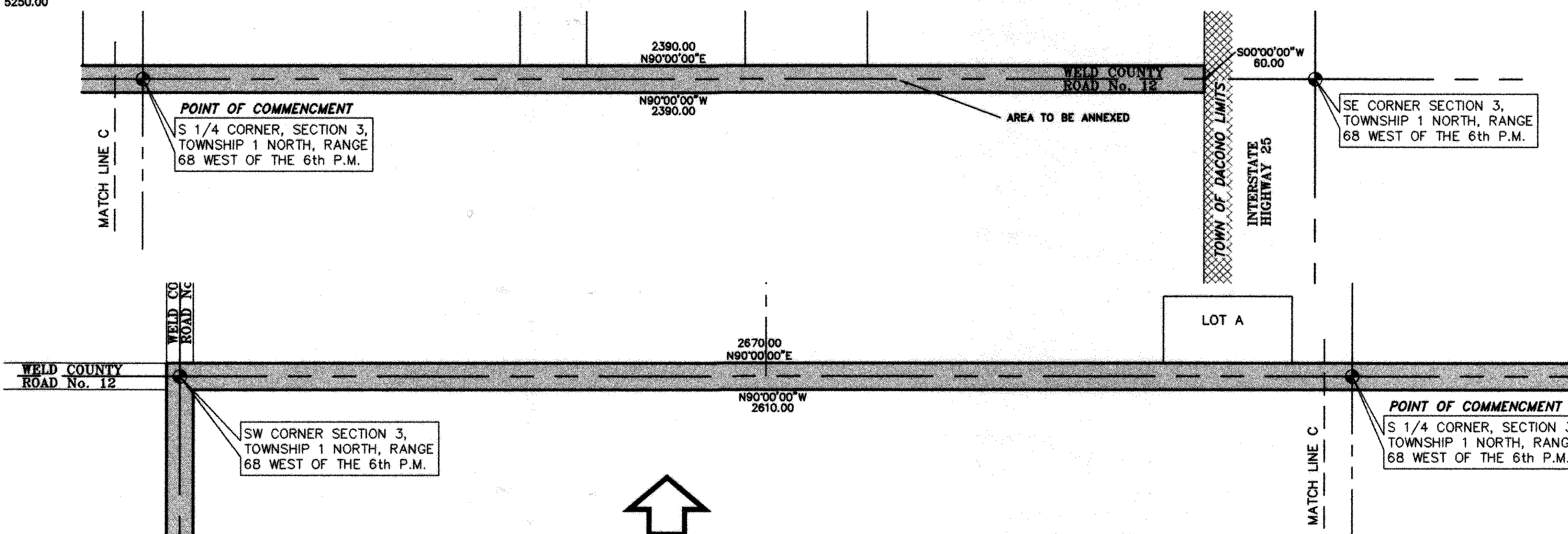
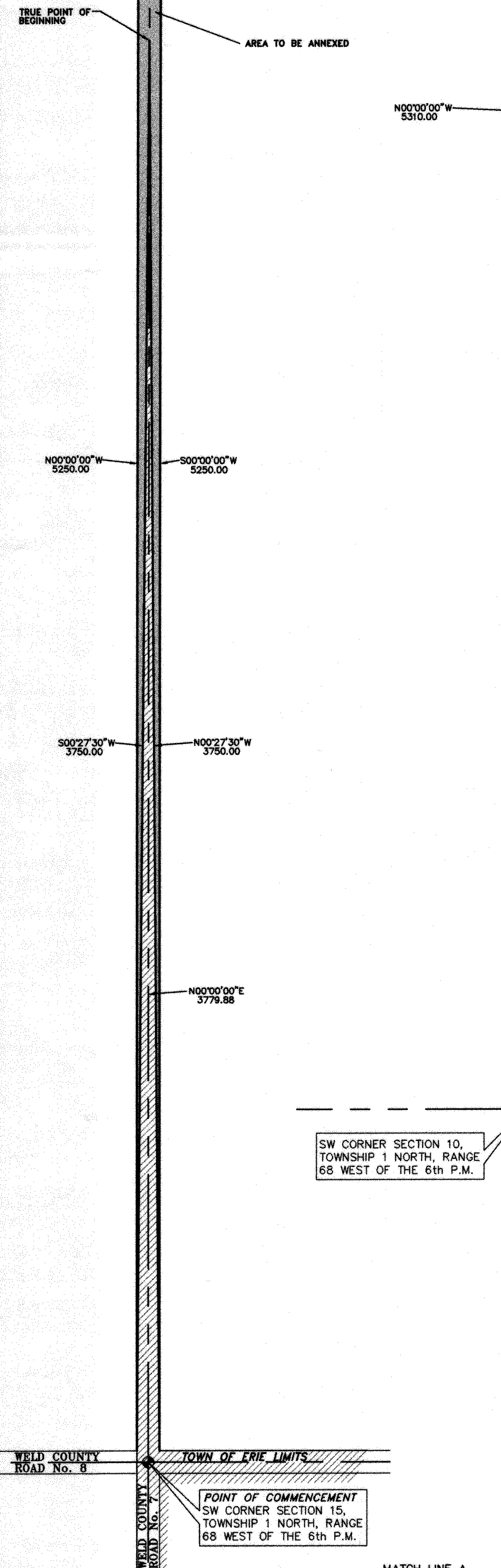
PLANNING & ZONING COMMISSION SECRETARY

SURVEYING CERTIFICATE

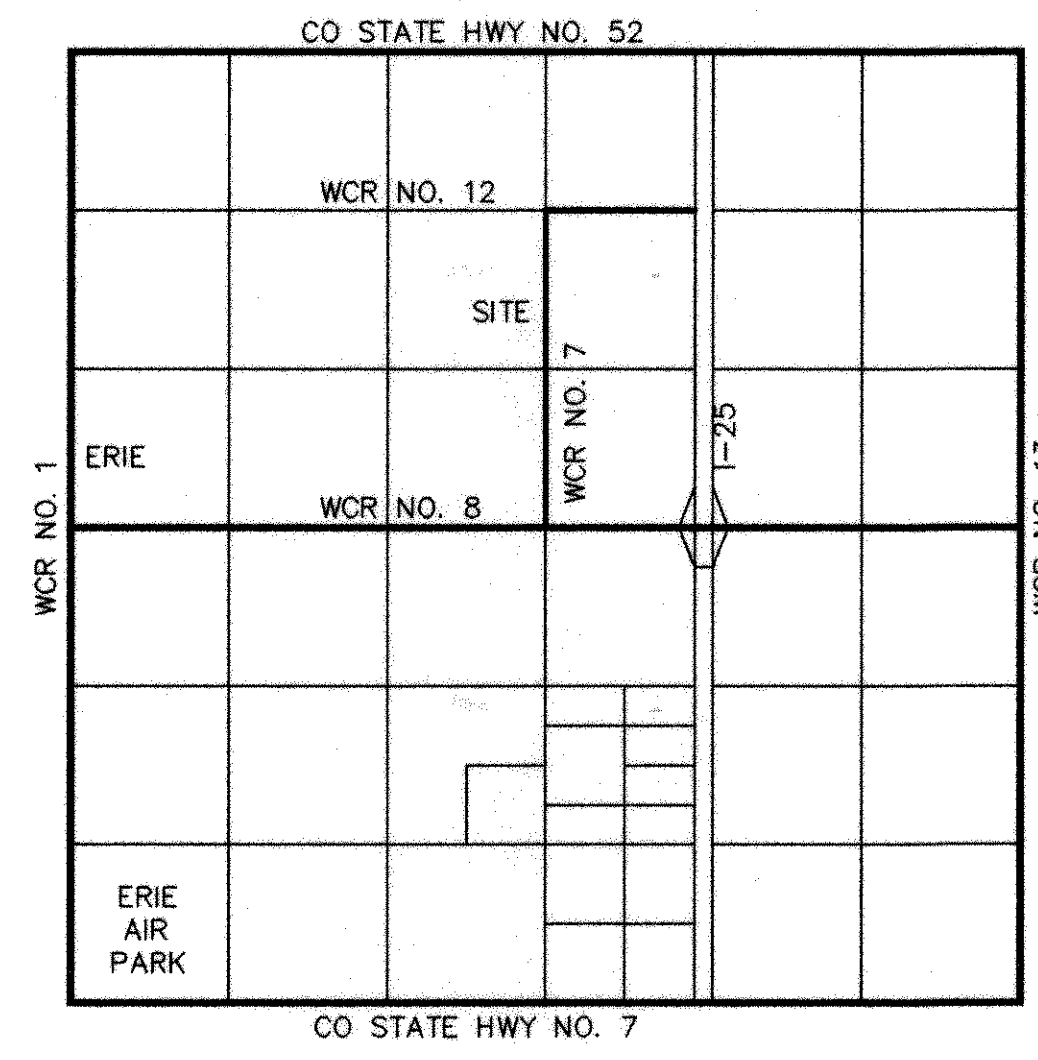
I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF ERIE, 7,500.00 FEET CONTIGUOUS, PERIMETER 38,680.00 FEET.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THE _____ DAY OF APRIL, 2000.

JOHN P. EHRHART, PLS
COLORADO PLS #29414
PRESIDENT, EHRHART GRIFFIN & ASSOCIATES, INC.



VICINITY MAP



LEGEND
● - SECTION CORNER

CONTIGUITY

TOTAL PERIMETER OF PROPERTY _____ 38,680.0'
1/8 TOTAL PERIMETER OF PROPERTY _____ 6,446.67'
PERIMETER CONTIGUOUS TO THE TOWN OF ERIE _____ 7,500.00'
TOTAL AREA BEING ANNEXED: 821,104 SQ. FT. OR 18.850 ACRES, MORE OR LESS

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT BEING THE OWNERS OF CERTAIN LANDS IN ERIE, COLORADO, AS DESCRIBED AS FOLLOWS.

A PARCEL OF LAND LOCATED IN SECTION 10, SOUTH HALF OF SECTION 3, SOUTHEAST QUARTER OF SECTION 4, THE WEST HALF OF SECTION 15 AND THE EAST HALF OF SECTIONS 9 AND 16, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE WEST LINE OF SAID SECTION 15 A DISTANCE OF 3779.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°27'30"W A DISTANCE OF 3750.00 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 7 SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 8; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID SECTIONS 15 AND 16 FOR THE FOLLOWING TWO (2) COURSES:

- 1) N00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;
- 2) N00°00'00"W A DISTANCE OF 5310.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 12; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 FOR THE FOLLOWING TWO (2) COURSES:
 - 1) N90°00'00"E A DISTANCE OF 2670.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3;
 - 2) N90°00'00"E A DISTANCE OF 2390.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 25; THENCE S00°00'00"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 12; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 3 FOOT THE FOLLOWING TWO (2) COURSES:
 - 1) N90°00'00"W A DISTANCE OF 2390.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10;
 - 2) N90°00'00"W A DISTANCE OF 2610.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ROAD NO. 7; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SAID LINE BEING 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SECTIONS 10 AND 15 FOR THE FOLLOWING TWO (2) COURSES:
 - 1) S00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15;
 - 2) S00°00'00"W A DISTANCE OF 5250.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD NO. 8; THENCE N00°27'30"W A DISTANCE OF 3750.00 FEET TO THE TRUE POINT OF BEGINNING.

THIS DESCRIBED TRACT CONTAINS 18.850 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

EXECUTED THIS 12th DAY OF October A.D. 2001.

LAURENCE H. RIEDER FAMILY TRUST (MARY A. RIEDER, TRUSTEE)

LAURENCE J. RIEDER

HAROLD SNYDER

BRIAN DOLAN

JOHN ROMEY

MARY ALICE RIEDER

ARNETTE RIEDER

SUSAN SNYDER

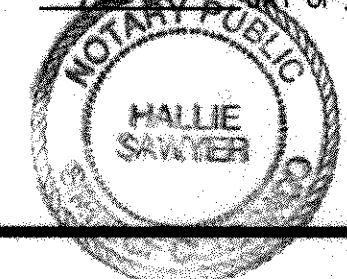
BARBARA DOLAN

MARY JEAN ROMEY

STATE OF COLORADO }
COUNTY OF WELD } ss

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MARY A. RIEDER, TRUSTEE, MARY ALICE RIEDER, LAURENCE J. RIEDER, ARNETTE RIEDER, HAROLD SNYDER, SUSAN SNYDER, BRIAN DOLAN, BARBARA DOLAN, JOHN ROMEY AND MARY JEAN ROMEY THIS

WITNESS MY HAND AND SEAL _____
MY COMMISSION EXPIRES January 3, 2003
NOTARY PUBLIC



<p>EHRHART GRIFFIN & ASSOCIATES</p> <p>• ENGINEERING • PLANNING • LAND SURVEYING</p> <p>P.O. Box 930, 665 Briggs St. • Erie, Colorado 80516 (303) 828-3340</p>	PAGE NO.	1 OF 1
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	DRAWN BY:	JSR
	PROJECT:	985184