

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RATIFYING THE AGREEMENT WITH RICHARD E. LARSON FOR THE  
LAND LEASE OF 122 ACRES

**Resolution No. 2014-015**

WHEREAS, on December 16, 2013 the Adams County Board of County Commissioners approved entering into an agreement with Richard E. Larson for the lease of approximately 122 acres of productive agricultural land located near Riverdale Road and McKay Road, referred to as the Eppinger and Lueck Property in the amount of \$160.00 per acre for an annual total of \$19,520.00; and,

WHEREAS, the agreement is to lease 113 acres, not the original 122 acres, and,

WHEREAS, Richard E. Larson agrees to pay \$160.00 per acre for an annual total of \$18,080.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, is hereby authorized to sign the contract with Richard E. Larson after approval as to form is completed by the County Attorney's Office

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry \_\_\_\_\_ Aye  
Tedesco \_\_\_\_\_ Aye  
Hansen \_\_\_\_\_ Aye

Commissioners

STATE OF COLORADO     )  
County of Adams         )

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6<sup>th</sup> day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners  
Karen Long:



By:



Deputy

**ADAMS COUNTY, COLORADO**  
**AGREEMENT WITH RICHARD E. LARSON FOR THE**  
**EPPINGER AND LUECK PROPERTY LAND LEASE**

LEASE AGREEMENT FOR THE WINFREY PROPERTY LAND LEASE is entered into this 27<sup>th</sup> day of January, 2013<sup>14</sup>, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Richard E. Larson located at P.O. Box 275, Henderson, CO 80640, hereinafter referred to as the "Contractor."

**RECITALS**

1. Contractor desires to lease certain property owned by the County consisting of approximately 113 acres of productive agricultural land located near Riverdale Road and McKay Road depicted on Exhibit A and B ("The Property"); and,
2. The County has determined that the utilization of the Property by Contractor for the purposes of and pursuant to the conditions hereinafter described would be in the best interests of the citizens of Adams County; and,
3. The County owns shares of Colorado Agricultural Ditch Company sufficient to provide irrigation water for agricultural operations on the 113 acres; and,
4. The parties desire to enter into this Lease Agreement upon the terms and conditions herein provided.

**WITNESSETH**

NOW, THEREFORE, in consideration of payment of good and valuable consideration as herein described and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

**5. Rent**

- 5.1. The County shall lease to the Contractor for the term as hereinafter set forth the subject property for the sum of \$18,080.00 per annum (\$160.00 per acre per annum). This amount is to be paid annually; each installment is payable on or before December 31 of each year.

**6. Term of Agreement**

- 6.1. The term of this Agreement shall commence when both parties have executed this Agreement and shall terminate on December 31, 2018, at 12:00 midnight.
- 6.2. The County, at its sole option, may offer to extend this Agreement for up to five additional years following termination of the initial term. The extension option may be

exercised providing all terms and conditions of the Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

## 7. Rent Adjustment

7.1. The annual Lease Rent payment shall remain constant to December 31, 2018. On January 1, 2019, on the commencement of the five (5) year renewal option, exercised in writing by both parties, the annual Lease Rent payment for the Five (5) year renewal Term 2019 - 2023, shall be increased or decreased by the following factor: On or before, January 1, 2019, there shall be a computed increase or decrease in the cost of living based on the "Consumer Price Index for All Urban Consumers: Denver-Boulder-Greeley Index (CPI-U)" (1982-84=100) hereinafter referred to as "Index", published by the Bureau of Labor statistics of the U. S. Department of Labor. The CPI-U number for the year 2012 is 224.568, shall be the base Index number for purposes of computation. The annual Lease Rent payment set forth in section I., hereof shall, in the event of an increase or decrease in the cost of living determined as above-mentioned, be increased or decreased effective January 1, 2019 and remaining in effect for the five (5) year optional renewal Term of this Lease Agreement, wherein there is an increase or decrease in said cost of living.

The most current, available 2018 CPI-U shall be divided by the base Index number, stated above, and the result multiplied by the 2014 Annual Lease Rent payment of \_\_\_\_\_, mentioned in section I. This calculation shall be the adjusted annual Lease Rent payment for the remainder of the five (5) year Term. This Lease Rent payment adjustment shall be capped at no greater than a ten-percent (10%) increase and no greater than a ten-percent (10%) decrease. The County shall, within a reasonable time after determining the appropriate information, give Contractor notice of such increase or decrease, and the County's computation thereof shall be binding and conclusive unless Contractor shall, within thirty (30) days after the giving of said notice, advise the County of any dispute in conjunction therewith. Any dispute between the parties as to such computation, Contractor can terminate Agreement.

Example CPI-U: Denver-Boulder-Greeley calculation:

The 2019, 2020, 2021, 2022 and 2023 Annual Lease Rent payment Calculation =  
\$ Annual Rent Payment x 2018 CPI-U annual index or most recent ÷ 224.568  
= New Annual Rent Payment \$224.568: Base Year - 2012 CPI-U annual Index as  
of 10/28/13 CPI-U Denver-Boulder-Greeley. Source: Bureau of Labor Statistics:  
US Dept. of Labor.

## 8. Purpose of Lease

8.1. The Property is leased by the County to Contractor for Contractor to conduct farming operations on the Property subject to the provisions of this Lease Agreement and in strict compliance with any laws governing such activities. The County reserves the right to enter into and upon the leased Property. The County parts with the possession

of the Property only to the extent necessary for Contractor to conduct his farming operations.

## 9. Farming Operation

- 9.1. Contractor agrees to be solely responsible for all the expenses of the farming operation.
- 9.2. Contractor shall not assign this lease or permit any concession, occupancy, lease, or sub-tenancy to occur concerning the subject Property/premises without first obtaining the prior written consent of the County.
- 9.3. Contractor specifically agrees that all farming operations and harvesting of crops shall be completed on or before December 31, 2018. The subject property at the termination of the Lease Agreement shall be left in a condition similar to or better than the property was on the date this agreement becomes effective. All farming equipment belonging to Contractor shall be removed from the property on or before December 31, 2018.

## 10. Liability

- 10.1. Contractor shall indemnify and hold harmless the County and its officers, employees, and agent, for, from, and against all claims, damages, actions or causes of actions, and expenses to which it or they may be subject by use of the property by Contractor. Each party shall notify the other upon becoming aware of a claim or lawsuit, which may involve the other concerning the subject property. Each party shall cooperate with the other in the investigation and defense of any such claims.
- 10.2. Contractor agrees that in no event shall the County be held liable for damage to Contractor's personal property except damage that is caused wholly or in part by an intentional or willful act of the County.

## 11. Insurance

- 11.1. Lessee agrees to maintain insurance of the following types and amounts:
  - 11.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- 11.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
  - Bodily Injury/Property Damage \$1,000,000 (each accident)
  - Personal Injury Protection Per Colorado Statutes
  - Workers' Compensation Insurance: Per Colorado Statutes

- 11.3. Professional Liability Insurance\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.  
Each Occurrence \$1,000,000

\*This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 11.4. Lessee commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

11.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Lessee.

- 11.5. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

- 11.6. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Lessee.

- 11.7. All insurers of Lessee must be licensed or approved to do business in the State of Colorado. Upon failure of Lessee to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of Lessee in obtaining and/or maintaining any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.

- 11.8. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 11.9. At any time during the term of this Agreement, the County may require Lessee to provide proof of the insurance coverage or policies required under this Agreement.

## 12. Notice

- 12.1. Any notice that is given pursuant to this Agreement by either party shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

- 12.2. The address to which any notice, demand or other writing may be given or sent to any of the above parties may be changed by written notice as hereinafter provided.

**To County:** Adams County Parks Department  
9755 Henderson Road  
Brighton, CO 80601  
(303) 637-8000

**With copy to:** Adams County Attorney's Office  
4430 South Adams County Parkway  
Brighton, CO 80601

**With copy to:** Adams County Risk Management  
4430 South Adams County Parkway  
Brighton, CO 80601

**To Contractor:** Richard E. Larson  
P.O. Box 275  
Henderson, CO 80640

### **13. Miscellaneous Provisions**

13.1. This Agreement shall insure to the benefit of and be binding upon the heirs, successors, and assigns of the parties, subject to the restrictions as set forth in Section 8.2.

13.2. This Agreement may not be amended except in writing and by mutual agreement of the parties.

13.3. The laws of the State of Colorado and applicable Federal and local rules, regulations, and guidelines shall govern as to the interpretation, validity, and effect of this Agreement. The parties shall agree that venue and jurisdiction for disputes under this Agreement are with the District Court of Adams County, Colorado.

The remainder of this page is left blank intentionally.

Exhibit A

Lueck Property Legal Description

THAT PART OF THE NORTH 1/2 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 05 MINUTES 14 SECONDS EAST ON AN ASSUMED BEARING ALONG THE WESTERN LINE OF THE NW 1/4 OF SAID SECTION 8 A DISTANCE OF 2190.74 FEET TO A POINT ON THE APPARENT EASTERLY RIGHT-OF-WAY LINE OF RIVERDALE ROAD; THENCE NORTHEASTERLY ALONG SAID APPARENT EASTERLY RIGHT-OF-WAY LINE OF RIVERDALE ROAD, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 355.67 FEET, A DELTA ANGLE OF 18 DEGREES 12 MINUTES 29 SECONDS, A CHORD THAT BEARS NORTH 32 DEGREES 08 MINUTES 19 SECONDS EAST -- 112.54 FEET, AND AN ARC LENGTH OF 113.01 FEET; THENCE NORTH 40 DEGREES 14 MINUTES 34 SECONDS EAST CONTINUING ALONG SAID APPARENT EASTERLY RIGHT-OF-WAY LINE OF RIVERDALE ROAD A DISTANCE OF 594.56 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 57 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 735.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 46 MINUTES 19 SECONDS WEST A DISTANCE OF 145.85 FEET; THENCE NORTH 89 DEGREES 02 MINUTES 05 SECONDS WEST A DISTANCE OF 207.03 FEET; THENCE SOUTH 06 DEGREES 57 MINUTES 30 SECONDS WEST A DISTANCE OF 150.54 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 45 SECONDS WEST A DISTANCE OF 283.99 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 45 SECONDS WEST A DISTANCE OF 134.26 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND CONDEMNED FOR STREET RIGHT-OF-WAY BY COURT ORDER RECORDED JANUARY 27, 2005 UNDER RECEIPTION NO. 20050127000909990; THENCE SOUTH 32 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY STREET RIGHT-OF-WAY LINE A DISTANCE OF 47.68 FEET; THENCE SOUTH 57 DEGREES 39 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY STREET RIGHT-OF-WAY LINE A DISTANCE OF 9.20 FEET; THENCE SOUTH 32 DEGREES 20 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY STREET RIGHT-OF-WAY LINE A DISTANCE OF 162.09 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 426.35 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE NORTH 89 DEGREES 39 MINUTES 21 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 426.35 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 A DISTANCE OF 1843.73 FEET TO THE NORTHWEST CORNER OF THE SOUTHERLY 426.35 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 89 DEGREES 34 MINUTES 25 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SOUTHERLY 426.35 FEET OF THE SW 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1331.81 FEET TO THE NORTHEAST CORNER OF SAID SOUTHERLY 426.35 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 A DISTANCE OF 897.18 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8; THENCE SOUTH 89 DEGREES 33 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8 A DISTANCE OF 1330.65 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8; THENCE SOUTH 89 DEGREES 35 MINUTES 38 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 8 A DISTANCE OF 1212.75 FEET TO THE TRUE POINT OF BEGINNING.

E.L.  
D.



Eppinger Property Legal Description

LEGAL DESCRIPTION: PARCEL B

THAT PART OF THE WEST ONE-HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE N89°39'52"E ALONG THE SOUTH LINE OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, A DISTANCE OF 121.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°39'52"E ALONG SAID SOUTH LINE, A DISTANCE OF 272.12 FEET; THENCE N00°05'09"W PARALLEL WITH THE WEST LINE OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, A DISTANCE OF 426.35 FEET TO THE NORTH LINE OF THE SOUTH 426.35 FEET OF SAID SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER; THENCE N89°39'52"E ALONG SAID NORTH LINE, A DISTANCE OF 132.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HOLLY STREET EXTENSION AS DESCRIBED AT DOCUMENT NO. 20040402000189070, ADAMS COUNTY RECORDS; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) THENCE S32°20'15"E, A DISTANCE OF 110.37 FEET; 2) THENCE N57°39'45"E, A DISTANCE OF 22.00 FEET; 3) THENCE S32°20'15"E, A DISTANCE OF 608.72 FEET; 4) THENCE S57°39'45"W, A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 729.83 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 32°06'58", THE CHORD OF SAID CURVE BEARS S16°16'46"E, A DISTANCE OF 403.76 FEET; 5) THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 409.09 FEET TO THE END OF SAID CURVE; 6) THENCE S00°13'17"E TANGENT WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 93.47 FEET.

TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE S89°42'33"W ALONG SAID SOUTH LINE, A DISTANCE OF 1048.79 FEET, BEING 77.30 FEET EAST OF, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THENCE N00°19'50"W PARALLEL WITH THE WEST LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.86 FEET; THENCE S61°35'51"W, A DISTANCE OF 87.61 FEET TO THE WEST LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THENCE N00°19'50"W ALONG SAID WEST LINE, A DISTANCE OF 22.27 FEET TO THE WESTERLY BANK OF THE LOWER CLEAR CREEK CANAL AS DESCRIBED IN BOOK 3687 AT PAGE 55, ADAMS COUNTY RECORDS; THENCE N35°55'55"E ALONG SAID WESTERLY BANK, A DISTANCE OF 130.79 FEET; THENCE N25°17'56"E ALONG SAID WESTERLY BANK, A DISTANCE OF 30.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 17.812 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL C

THAT PART OF THE WEST ONE-HALF AND SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE S00°05'31"E ALONG THE EAST LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 662.64 FEET TO THE SOUTHEAST CORNER OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER; THENCE S89°42'33"W ALONG THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 1370.84 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HOLLY STREET EXTENSION AS DESCRIBED AT DOCUMENT NO. 20040402000189070, ADAMS COUNTY RECORDS; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) THENCE N00°13'17"W, A DISTANCE OF 93.29 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE 879.83 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 32°06'58", THE CHORD OF SAID CURVE BEARS N16°16'46"W, A DISTANCE OF 486.74 FEET; 2) THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 493.17 FEET TO THE END OF SAID CURVE; 3) THENCE S57°39'45"W, A DISTANCE OF 25.09 FEET; 4) THENCE N32°20'15"W, A DISTANCE OF 608.72 FEET; 5) THENCE N57°39'45"E, A DISTANCE OF 20.00 FEET; 6) THENCE N32°20'15"W, A DISTANCE OF 15.34 FEET.

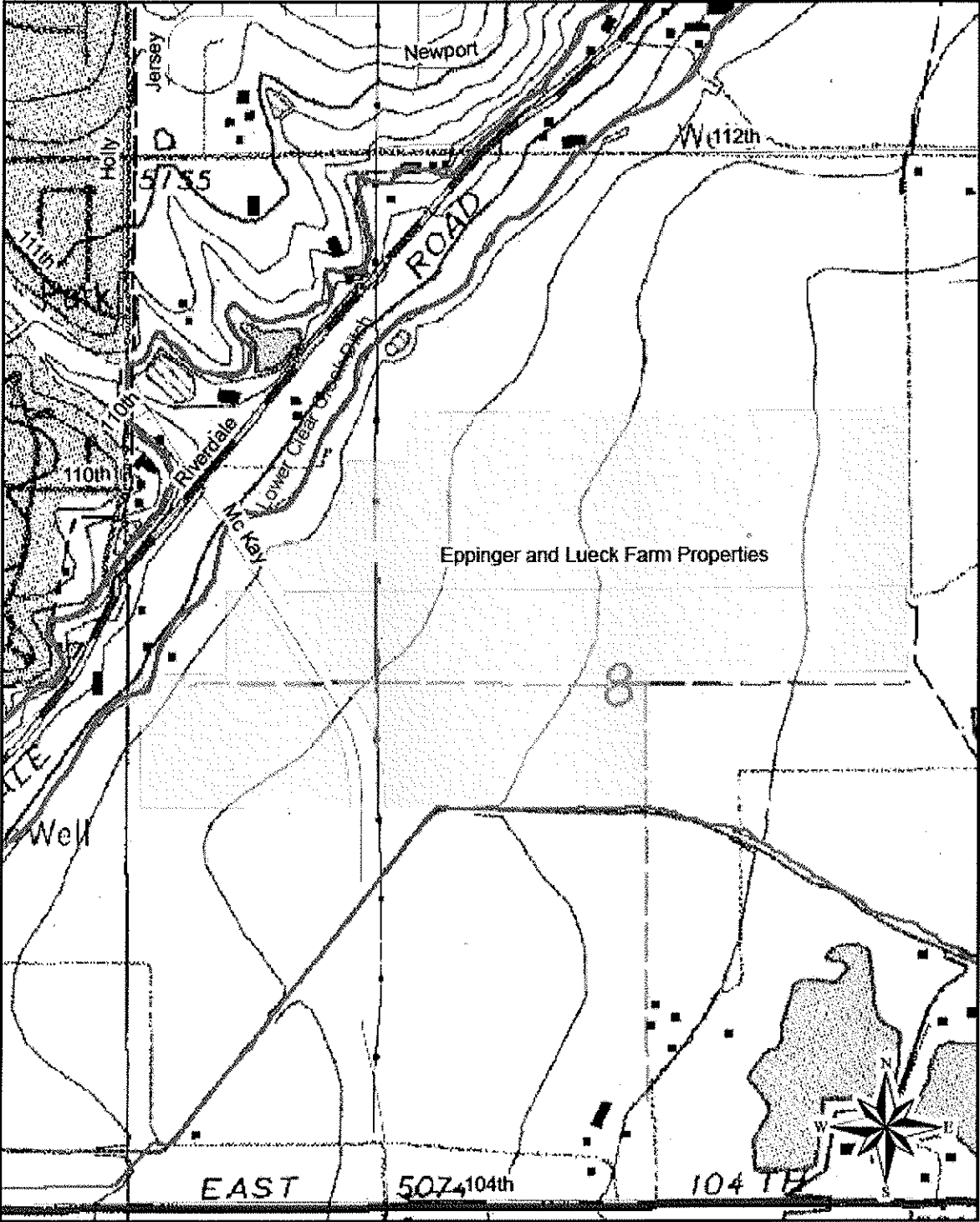
TO THE NORTH LINE OF THE SOUTH 426.35 FEET OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 8; THENCE N89°39'52"E ALONG SAID NORTH LINE, A DISTANCE OF 1844.29 FEET TO THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE N89°35'21"E ALONG THE NORTH LINE OF THE SOUTH 426.35 FEET OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 1333.11 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 426.35 FEET OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE S00°20'51"E ALONG THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 426.35 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER; THENCE S89°35'22"W ALONG THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 1335.34 FEET TO THE POINT OF BEGINNING.

CONTAINS 51.785 ACRES, MORE OR LESS.

BASIS FOR BEARINGS:


THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN ON THE ATTACHED MAP, IS ASSUMED TO BEAR S89°50'38"W, TAKEN FROM THE DEED RECORDED AT DOCUMENT NO. 20040402000189070, ADAMS COUNTY RECORDS (EXHIBIT A, HOLLY STREET EXTENSION RIGHT-OF-WAY ACQUISITION).

Exhibit B - Location Map



IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

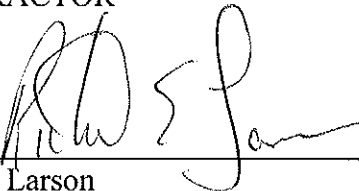
  
\_\_\_\_\_  
Chair

1-27-14  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR

  
\_\_\_\_\_  
Richard Larson

1/17/14  
\_\_\_\_\_  
Date