



**PARKS, RECREATION & CULTURE MEMORANDUM  
#7-2022**

**DATE:** March 14, 2022

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

**FROM:** Amanda J. Peterson, Director of Parks, Recreation & Culture 

**SUBJECT:** CR-59 – Adams 12 Wyco Park Easement and Maintenance Agreement

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**PURPOSE**

To consider CR-59, a resolution approving an easement and maintenance agreement between Adams 12 Five Star Schools and the City for Wyco Park.

**BACKGROUND**

Adams 12 Five Star Schools has made significant improvements to the STEM Lab School located at Irma Drive and Phillips Drive, adjacent to Wyco Park. In May 2017, the City entered into a temporary agreement for the school district to utilize a portion of the Wyco Park property during the renovation of the school building, and to make permanent improvements to a portion of the property to benefit both students and the community.

Per the initial agreement that provided for temporary construction access, a permanent easement and maintenance agreement was to be brought forward upon completion of the project.

**UPDATE**

The improvements at the STEM Lab School are fully complete. They include a renovation of the school building and a new playground. In addition, improvements on City-owned property included a complete renovation of the sport court northeast of the tennis courts and the relocation of a segment of concrete trail to the east of the tennis courts.

Per the attached agreement, Adams 12 Five Star Schools is responsible for the maintenance of the improvements that were made on City property. The agreement confirms that the community has access to all outdoor improvements, including those on school district property, outside of scheduled school hours and designated before and after school activities.

Specific maintenance responsibilities of Adams 12 Five Star Schools are depicted on exhibits B and C of the agreement. These areas include the basketball courts and four-square play areas, the playground facilities and a small grassy area adjacent to Wyco Drive.

**BUDGET/TIME IMPLICATIONS**

All expenses associated with this MOU are the responsibility of Adams 12 Five Star Schools. Approval of this agreement does not result in any significant financial or time impact to the City.

**RECOMMENDATION**

Staff recommends approval of CR-59.

CR-59 – Adams 12 Wyco Park Easement and Maintenance Agreement  
March 14, 2022  
Page 2 of 2

**STAFF REFERENCE**

If Council members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at 303.450.8950 or [apeterson@northglenn.org](mailto:apeterson@northglenn.org).

CR-59 – Adams 12 Wyco Park Easement and Maintenance Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-59  
Series 2022

\_\_\_\_\_  
Series 2022

A RESOLUTION APPROVING AN EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ADAMS 12 FIVE STAR SCHOOLS REGARDING WYCO PARK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Easement and Maintenance Agreement between the City of Northglenn and Adams 12 Five Star Schools, attached hereto, regarding Wyco Park is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
JENNY WILLFORD  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**EASEMENT AND MAINTENANCE AGREEMENT REGARDING WYCO PARK**

THIS AGREEMENT (Agreement) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) between Adams 12 Five Star Schools, 1500 E. 128<sup>th</sup> Avenue, Thornton, Colorado 80241 (the “District”) and the City of Northglenn, Colorado 80233 (the “City”) and such parties may be collectively referred to herein as the “Parties,” or individually as a “Party.”

**WHEREAS**, the District and City are both political subdivisions of the State of Colorado; and

**WHEREAS**, Section 18(2) of Article XIV of the Colorado Constitution and Sections 29-1-201 *et seq.* and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

**WHEREAS**, the District owns and operates STEM Lab School (the “School”), located in the City at 11700 Irma Drive; and

**WHEREAS**, the City owns the property immediately south of the School, which is Wyco Park (the “Park”); and

**WHEREAS**, during the summer of 2017, the District constructed an addition to the School and related capital improvements, including new playgrounds (the “Project”); and

**WHEREAS**, the Parties entered into an Intergovernmental Agreement (“IGA”) on May 8, 2017, regarding the District’s use and access to the Park as identified on Exhibit A, in connection with the Project, which IGA expired by its own terms on January 1, 2020; and

**WHEREAS**, the Parties wish to enter into a new Intergovernmental Agreement (“Agreement”) to provide an exclusive easement to the District for the District’s access, use, and occupancy of a portion of the Park (the “Property”) during School hours and designated before/after School activities, as identified on Exhibit C, and to address the District’s maintenance responsibilities related to the Property, as identified on Exhibit B & C, and to incorporate Exhibits A, B and C into this Agreement.

**NOW, THEREFORE, AND IN CONSIDERATION** of the covenants and agreements below appearing, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**A. EASEMENT.**

1. The City grants to the District and its invitees an easement as identified on Exhibit C (“Easement”) to access, use and occupy the Property. The District’s access, use and occupancy of the Property means activities and events for the benefit of the District, the School, the School’s BASE program, other District schools, and sponsored clubs, groups or activities.

2. The Easement shall be exclusive to the District during scheduled School hours and during designated before/after School activities.
3. The Parties agree that the Easement is subject to easements previously granted to others. The City warrants and covenants to the District that the other easements previously granted do not interfere with the District's access, use and occupancy of the Easement and that the City has full and lawful authority to execute the Easement.
4. The City retains the right to the undisturbed use and occupancy of so much of the City's property that has been made subject to the Easement, insofar as such use and occupancy is consistent with and does not impair any rights granted to the District respecting the use of said Easement.

#### **B. MAINTENANCE.**

The District shall have sole responsibility for maintenance of the Property as identified on Exhibit B & C and the costs for such maintenance as follows:

1. Maintaining the Property's basketball courts and four-square play areas as identified on Exhibit B & C in a safe and serviceable condition, including but not limited to resurfacing and/or restriping the courts and play areas as necessary.
2. Maintaining the Property's permanent playground facilities as identified on Exhibit B & C in a safe and serviceable condition.
3. Irrigating and maintaining the Property's small area of grass, as identified on Exhibit B & C.

#### **C. MISCELLANEOUS.**

1. Nothing herein shall restrict the District's use of the School.
2. The term of this Agreement shall begin on the date of its execution by the Parties and shall continue for so long as the District continues to use the School for education purposes, unless earlier terminated by either Party in accordance with section C.5 of this Agreement.
3. The District shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, and worker's compensation for the Property in an amount no less than the monetary limitations of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (presently three hundred eighty-seven thousand dollars (\$387,000.00) per person and one million, ninety-three thousand dollars (\$1,093,000.00) per occurrence). Evidence of coverage shall be sent to the City's Risk Manager. The certificate of insurance shall identify this Agreement and shall provide that the

coverage afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the other party.

4. In the event that there is a dispute under this Agreement that cannot be resolved to the mutual satisfaction of the Parties, the Parties shall meet to attempt to resolve the dispute or the anticipated recourse or remedy. If this attempted resolution or negotiation fails, the City Manager and the District's Superintendent or their respective designees shall meet to attempt to resolve or negotiate the matter. If this fails, the Parties may mutually agree to any other mediation attempts and if those attempts fail, either party may exercise any other legal remedies available to them.
5. This Agreement may be terminated by either Party, with or without cause, by giving the other Party 90 days' written notice in accordance with Section C.11 of this Agreement.
6. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Adams County, Colorado.
7. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
8. This Agreement will be recorded in the Office of the Clerk and Recorder of Adams County, Colorado.
9. This Agreement and attached Exhibits A, B and C constitute the entire Agreement between the Parties, superseding all prior oral or written communications. This Agreement may be amended only by an instrument in writing signed by the Parties.
10. The Parties hereto warrant that the individual or individuals signed below have the full lawful authority to execute this Agreement.
11. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City Manager  
City of Northglenn  
P.O. Box 330061  
Northglenn, CO 80233

The District: Chief Operating Officer  
Adams 12 Five Star Schools  
1500 East 128<sup>th</sup> Avenue  
Thornton Colorado 80241

12. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.
13. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
14. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.
15. Each Party's financial obligations are subject to annual appropriations as required by Article X, Section 20 of the Colorado Constitution.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**CITY OF NORTHGLENN**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Johanna Small, City Clerk

**ADAMS 12 FIVE STAR SCHOOLS**

By:   
\_\_\_\_\_  
Pat Hamilton

ATTEST:

  
\_\_\_\_\_  
Ginger Barton, Sr. Administrative Assistant



# Exhibit A



# Exhibit B



# EXHIBIT "C"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF A PORTION OF LOT 10, BLOCK 82, NORTH GLENN-TWENTY-THIRD FILING, AS DESCRIBED IN BOOK 1815 AT PAGE 385, DATED AUGUST 28, 1972 IN THE RECORDS OF ADAMS COUNTY CLERK AND RECORDER TO BEAR NORTH 81°45'39" EAST, A DISTANCE OF 363.39 FEET BETWEEN A FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV LS 16406" AND A FOUND 1" BRASS TAG, STAMPED "FSI 16406", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PORTION OF LOT 10; THENCE NORTH 81°45'39" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 118.30 FEET TO A POINT OF CURVATURE; THENCE 32.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 12.95 FEET, AN INCLUDED ANGLE OF 144°26'38" AND SUBTENDED BY A CHORD BEARING NORTH 81°45'39" EAST, A DISTANCE OF 24.66 FEET TO A POINT ON SAID SOUTH LINE; THENCE NORTH 81°45'39" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 9.24 FEET; THENCE SOUTH 01°17'05" EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH 88°37'06" WEST, A DISTANCE OF 158.74 FEET TO A POINT THE WEST LINE OF LOT 10, BLOCK 82, NORTH GLENN-TWENTY-THIRD FILING AS DESCRIBED IN RECEPTION NO. 742046, DATED OCTOBER 15, 1964 IN THE RECORDS OF ADAMS COUNTY CLERK AND RECORDER; THENCE NORTH 49°58'26" EAST, ALONG SAID WEST LINE, A DISTANCE OF 9.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 2,161 SQ.FT. OR 0.05 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



EDGAR T. BRISTOW  
COLORADO P.L.S. #19588  
PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,385  
DRAWN BY: E. DAVIS  
DATE: NOVEMBER 24, 2021

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Land Surveying Services

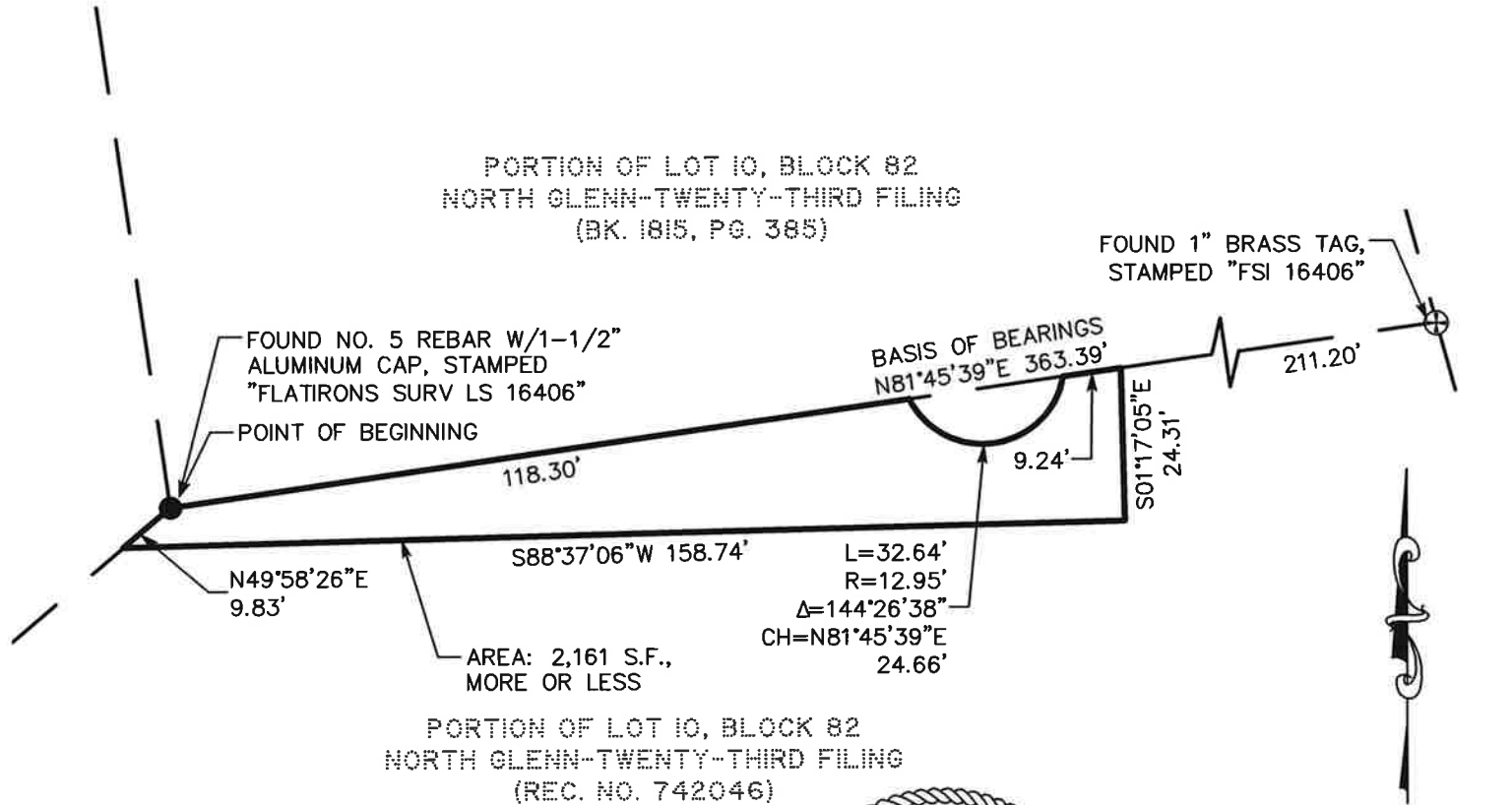
655 FOURTH AVE  
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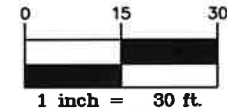
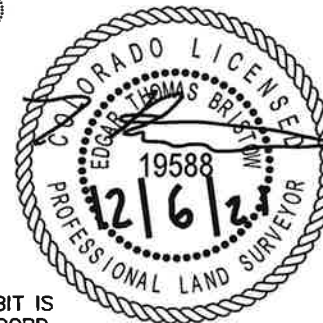
# EXHIBIT "C"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
 RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2



*Ed Davis*



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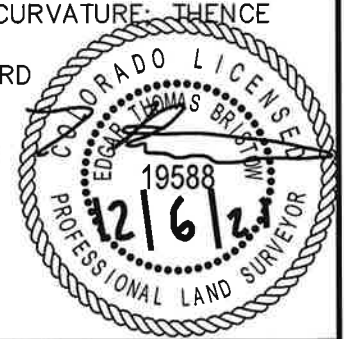
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CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE  
OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF A PORTION OF LOT 10, BLOCK 82, NORTH GLENN-TWENTY-THIRD  
FILING AS DESCRIBED IN BOOK 1815 AT PAGE 385, DATED AUGUST 28, 1972 IN THE RECORDS OF  
ADAMS COUNTY CLERK AND RECORDER TO BEAR NORTH 81°45'39" EAST, A DISTANCE OF 363.39 FEET  
BETWEEN A FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV LS 16406"  
AND A FOUND 1" BRASS TAG, STAMPED "FSI 16406", WITH ALL BEARINGS CONTAINED HEREIN  
RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID PORTION OF LOT 10; THENCE SOUTH 81°45'39"  
WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1.74 FEET TO THE POINT OF BEGINNING; THENCE  
SOUTH 15°32'54" WEST, A DISTANCE OF 16.72 FEET, TO A POINT OF CURVATURE; THENCE 19.80 FEET  
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29.31 FEET, AN INCLUDED ANGLE  
OF 38°41'51" AND SUBTENDED BY A CHORD BEARING SOUTH 34°36'08" WEST, A DISTANCE OF 19.43  
FEET; THENCE SOUTH 57°50'13" WEST, A DISTANCE OF 9.75 FEET; THENCE SOUTH 31°31'51" WEST, A  
DISTANCE OF 6.17 FEET; THENCE SOUTH 89°11'04" WEST, A DISTANCE OF 19.42 FEET; THENCE NORTH  
01°25'41" WEST, A DISTANCE OF 0.95 FEET; THENCE SOUTH 88°30'30" WEST, A DISTANCE OF 95.17  
FEET; THENCE SOUTH 01°42'52" EAST, A DISTANCE OF 129.09 FEET; THENCE SOUTH 88°37'21" WEST,  
A DISTANCE OF 58.34 FEET; THENCE NORTH 01°21'49" WEST, A DISTANCE OF 110.20 FEET; THENCE  
NORTH 16°52'59" WEST, A DISTANCE OF 10.10 FEET; THENCE NORTH 88°29'05" WEST, A DISTANCE OF  
5.13 FEET; THENCE NORTH 01°17'05" WEST, A DISTANCE OF 24.80 FEET TO A POINT ON SAID SOUTH  
LINE; THENCE NORTH 81°45'39" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 177.47 FEET; THENCE  
NORTH 01°12'22" WEST, A DISTANCE OF 107.17 FEET TO A POINT OF CURVATURE; THENCE 16.00 FEET  
ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 8.17 FEET, AN INCLUDED ANGLE OF  
112°07'15" AND SUBTENDED BY A CHORD BEARING NORTH 50°39'04" WEST, A DISTANCE OF 13.56  
FEET TO A POINT OF CURVATURE; THENCE 37.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 192.94 FEET, AN INCLUDED ANGLE OF 11°04'42" AND SUBTENDED BY A CHORD  
BEARING NORTH 81°14'59" WEST, A DISTANCE OF 37.25 FEET TO A POINT OF CURVATURE; THENCE  
29.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS  
OF 94.70 FEET, AN INCLUDED ANGLE OF 18°01'55" AND SUBTENDED BY A CHORD  
BEARING NORTH 62°05'03" WEST, A DISTANCE OF 29.68 FEET TO A  
POINT OF CURVATURE; THENCE 15.41 FEET ALONG THE ARC OF A  
CURVE TO THE LEFT HAVING A RADIUS OF 22.26 FEET, AN INCLUDED  
ANGLE OF 39°39'56" AND SUBTENDED BY A CHORD BEARING NORTH  
67°50'57" WEST, A DISTANCE OF 15.10 FEET; THENCE NORTH 01°11'58"  
WEST, A DISTANCE OF 29.01 FEET; THENCE NORTH 24°47'17" EAST, A  
DISTANCE OF 4.64 FEET TO A POINT OF CURVATURE;



JOB NUMBER: 21-77,385  
DRAWN BY: E. DAVIS  
DATE: NOVEMBER 24, 2021

**Flatirons, Inc.**  
Land Surveying Services



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# EXHIBIT "C"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 4

THENCE 20.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.74 FEET, AN INCLUDED ANGLE OF 53°25'21" AND SUBTENDED BY A CHORD BEARING NORTH 2°51'50" WEST, A DISTANCE OF 19.54 FEET TO A POINT OF CURVATURE; THENCE 103.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 103.53 FEET, AN INCLUDED ANGLE OF 57°15'52" AND SUBTENDED BY A CHORD BEARING NORTH 6°12'15" WEST, A DISTANCE OF 99.22 FEET TO A POINT OF CURVATURE; THENCE 76.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 32.38 FEET, AN INCLUDED ANGLE OF 136°00'10" AND SUBTENDED BY A CHORD BEARING NORTH 41°43'16" WEST, A DISTANCE OF 60.05 FEET TO A POINT OF CURVATURE; THENCE 71.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 89.01 FEET, AN INCLUDED ANGLE OF 46°10'14" AND SUBTENDED BY A CHORD BEARING SOUTH 87°39'08" WEST, A DISTANCE OF 69.80 FEET TO A POINT OF CURVATURE; THENCE 17.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.72 FEET, AN INCLUDED ANGLE OF 50°01'49" AND SUBTENDED BY A CHORD BEARING NORTH 82°59'49" WEST, A DISTANCE OF 16.68 FEET; THENCE NORTH 14°40'01" WEST, A DISTANCE OF 18.55 FEET; THENCE NORTH 74°37'59" EAST, A DISTANCE OF 196.77 FEET TO A POINT OF CURVATURE; THENCE 6.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2.82 FEET, AN INCLUDED ANGLE OF 140°28'35" AND SUBTENDED BY A CHORD BEARING SOUTH 59°09'14" EAST, A DISTANCE OF 5.31 FEET; THENCE SOUTH 04°52'39" EAST, A DISTANCE OF 7.67 FEET; THENCE SOUTH 05°29'13" EAST, A DISTANCE OF 12.05 FEET TO A POINT OF CURVATURE; THENCE 17.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 112.09 FEET, AN INCLUDED ANGLE OF 9°04'02" AND SUBTENDED BY A CHORD BEARING SOUTH 7°36'04" EAST, A DISTANCE OF 17.72 FEET; THENCE SOUTH 13°42'49" EAST, A DISTANCE OF 21.41 FEET; THENCE SOUTH 14°32'14" EAST, A DISTANCE OF 229.74 FEET TO A POINT OF CURVATURE; THENCE 50.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.58 FEET, AN INCLUDED ANGLE OF 10°55'29" AND SUBTENDED BY A CHORD BEARING SOUTH 10°04'45" EAST, A DISTANCE OF 50.37 FEET TO A POINT OF CURVATURE; THENCE 70.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 173.73 FEET, AN INCLUDED ANGLE OF 23°05'33" AND SUBTENDED BY A CHORD BEARING SOUTH 5°59'43" WEST, A DISTANCE OF 69.55 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 48,327 SQ.FT. OR 1.11 ACRES, MORE OR LESS.

I, EDGAR T. BRISTOW, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



EDGAR T. BRISTOW  
COLORADO P.L.S. #19588  
PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 21-77,385  
DRAWN BY: E. DAVIS  
DATE: NOVEMBER 24, 2021

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LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 4



*E. Davis*

**Matchline (See Sheet 4 of 4)**

PORTION OF LOT 10, BLOCK 82  
NORTH GLENN-TWENTY-THIRD FILING  
(BK. 1815, PG. 385)

L=16.00'  
R=8.17'  
 $\Delta=112^{\circ}07'15''$   
CH=N50 $^{\circ}$ 39'04"W  
13.56'

L=50.45'  
R=264.58'  
 $\Delta=10^{\circ}55'29''$   
CH=S10 $^{\circ}$ 04'45"E  
50.37'

L=70.02'  
R=173.73'  
 $\Delta=23^{\circ}05'33''$   
CH=S5 $^{\circ}$ 59'43"W  
69.55'

S81 $^{\circ}$ 45'39"W

1.74'

POINT OF COMMENCEMENT

S15 $^{\circ}$ 32'54"W  
16.72'

L=19.80'  
R=29.31'

$\Delta=38^{\circ}41'51''$   
CH=S34 $^{\circ}$ 36'08"W  
19.43'

S57 $^{\circ}$ 50'13"W  
9.75'

S31 $^{\circ}$ 31'51"W  
6.17'

FOUND 1" BRASS TAG,  
STAMPED "FSI 16406"

POINT OF BEGINNING

177.47'

S88 $^{\circ}$ 30'30"W 95.17'

N01 $^{\circ}$ 25'41"W  
0.95'

S89 $^{\circ}$ 11'04"W  
19.42'

S01 $^{\circ}$ 42'52"E 129.09'

PORTION OF LOT 10, BLOCK 82  
NORTH GLENN-TWENTY-THIRD FILING  
(REC. NO. 742046)

AREA: 48,327 S.F.,  
MORE OR LESS

FOUND NO. 5 REBAR  
W/1-1/2" ALUMINUM CAP,  
STAMPED "FLATIRONS SURV  
LS 16406"

BASIS OF BEARINGS  
N81 $^{\circ}$ 45'39"E 363.39'

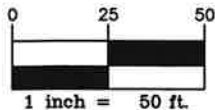
N01 $^{\circ}$ 17'05"W  
24.80'

N88 $^{\circ}$ 29'05"W  
5.13'

N16 $^{\circ}$ 52'59"W  
10.10'

N01 $^{\circ}$ 21'49"W 110.20'

S88 $^{\circ}$ 37'21"W 58.34'



JOB NUMBER: 21-77,385  
DRAWN BY: E. DAVIS  
DATE: NOVEMBER 24, 2021

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

**Flatirons, Inc.**  
Land Surveying Services



655 FOURTH AVE  
LONGMONT, CO 80501  
PH: (303) 776-1733  
FAX: (303) 776-4355

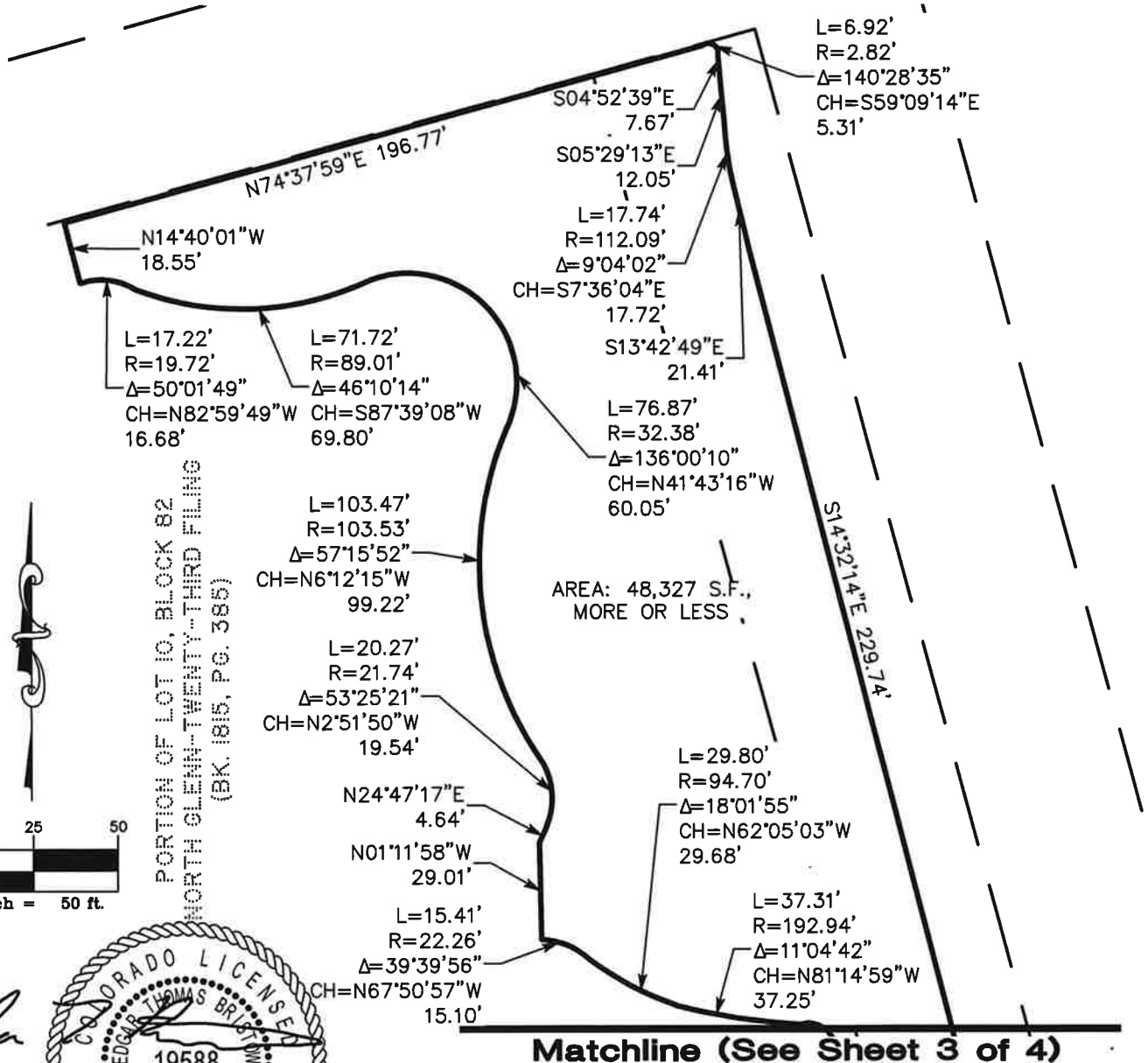
[www.FlatironsInc.com](http://www.FlatironsInc.com)

BY:EDAVIS FILE:77385-ESMETS (C21).DWG DATE:12/6/2021 12:42 PM

# EXHIBIT "C"

LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH,  
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 4



PORTION OF LOT 10, BLOCK 82  
 NORTH GLENN-TWENTY-THIRD FILING  
 (BK. 1815, PG. 385)



**Matchline (See Sheet 3 of 4)**

JOB NUMBER: 21-77,385  
 DRAWN BY: E. DAVIS  
 DATE: NOVEMBER 24, 2021

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