

CITY COUNCIL COMMUNICATION



Meeting Date: August 29, 2006 **Item Number:**

Subject: West Union Neighborhood Planning Process Update
(File # 3434)

Type of Item: Study Session **Time for Presentation:** 45 minutes

Presented By: Brad Schol, Planning Director, 303-651-8319
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Nick Wolfrum, Public Works Engineering Manager, 303-651-8307
Nick.wolfrum@ci.longmont.co.us
Don Bessler, Parks, Open Space & Public Facilities Director,
303-651-8992 don.bessler@ci.longmont.co.us
Ken Huson, Water Resources Engineer, 303-651-8340
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Suggested Action: Receive Update and Provide Direction on Identified Issues

Overview

City Council has authorized various properties to enter the annexation process in the West Union area totaling approximately 446 acres. There are a number of property owners included in this area, including the City of Longmont. Since the annexation referrals for this area, the property owners and consultants have been exploring different land use plan alternatives. This area is generally bounded by Union Reservoir on the east, County Line Road on the west, the Great Western Railroad on the south and the proposed relocated Weld County Road #28 on the north. Current planning efforts have focused on refining land use layouts and transportation networks as well as interaction with the City's recreational programs at Union Reservoir.

Staff and the project proponents last reviewed this item with City Council on November 15, 2005. At that meeting City Council received information related to the land planning efforts to date and agreed that the City, as a property owner in this area, would participate in the planning efforts for annexation and future development. Concurrently with the annexation, an amendment to the Longmont Area Comprehensive Plan will be processed.

In addition to updating the City Council on this item regarding progress on the planning for the area, several matters would benefit from City Council direction as this property moves forward in the annexation process.

Master Plan and Pedestrian and Traffic Circulation Plan Update

A preliminary land plan was presented to the City Council in November 2005 which proposed a range of residential uses, commercial land use and an area which focused reservoir related activities in a marina concept. The master and transportation plans have been refined and are included as attachments. The current master plan proposes a potential of 1,810 residential units of various densities and approximately 216,000 square feet of commercial space. The total plan area for the West Union area is 446 acres.

The master plan features preservation of the Union Reservoir shoreline to ensure public access, preservation of the recreational use of the water surface for public use, and limiting impacts to wildlife particularly in the northwest and southwest corners of the lake.

Multimodal planning for this area includes a roadway network that connects to the Weld County system but is designed to be neighborhood friendly. The Spring Gulch trail is planned to connect through this property and a lakeside pedestrian facility is also planned. Transit opportunities for this development are still being evaluated at this time. Traffic analysis and trip generation for this are currently being studied. Future plans for reservoir expansion will necessitate the eventual relocation of Weld County Road 28. To accomplish better roadway alignment and use of land, Weld County Road is planned to be relocated further north as shown on the Pedestrian and Traffic Circulation Plan.

City Council feedback on the master plan and pedestrian and traffic circulation plan is requested.

City Owned Parcels

As part of the planning process, a number of questions have arisen with respect to this area and staff would like to receive direction from City Council concerning these areas. Following is a short description of each issue and staff's recommendations.

Conservation Easement on the Dick Parcel

The City of Longmont owns a conservation easement on the Dick parcel that controls development of the parcel and allows for full acquisition of the parcel at the time that the City proceeds with construction of the reservoir enlargement. This parcel is located in the northern part of the West Union neighborhood. A copy of the easement agreement is included as an attachment. The final disposition of this property and the conservation easement should be determined.

There are a number of alternatives that can be pursued on this parcel. Following are some options and discussion on each:

1. One option would be to sell the conservation easement back to the property owner. Selling the property back to the owner would involve an agreement that the property would be filled for development to an adequate elevation to allow for the eventual enlargement of the reservoir. The current easement price was based upon a percentage of the appraised fair market value of the property. Re-selling the easement back would involve a similar process. If

the City divested itself from ownership in any part of this property, it would still remain in the planning process for future development.

2. The second option would be for the City to purchase the remaining estate and include the property in any sale of property for the overall development proposal.
3. A third option would be for the City to remain an undivided interest owner in the property and receive its proportionate sale value at time of development. This option would involve the City paying for its proportionate costs in planning and engineering costs associated with the West Union planning process.
4. A fourth option is to leave the conservation easement in place and not develop the property. This option would allow for eventual enlargement of the reservoir as originally contemplated and leave the property in its current undeveloped state.

Staff Recommendation: Staff recommends the third option at this time (retaining the undivided interest until future development) as there is no pressing need at this time to move forward with any specific action on this property. It does make logical sense to include this property in the overall development planning and this option allows for that. It will also allow the City to better participate in the development decisions in the wildlife sensitive area of the northwest section of the existing reservoir.

Disposition of City Owned Property

Parcels previously acquired during the Eckel, Bohlender and Stamp purchases are located approximately in the middle of this area. Longmont has a number of alternatives possible for these parcels. Following are two matters for Council decision and staff's recommendations on each:

1. Since the parcels are located in the center of this development proposal, the future development of these parcels has been included in the overall plans for the development. Exclusion of this area would not appear to further the ultimate planning for this proposal and would require running roads and utilities across the property.

Staff Recommendation: Incorporate these parcels in the overall planning process at this time. This would confirm Council's November 2005 conclusion that the City, as a land owner, anticipates future urban level development in this area in the future. Water Board reviewed this proposal on August 21, 2006 and concurred with this recommendation.

2. As part of the planning process, the overall plan calls for a small constructed bay and marina on these parcels. Is the City interested in participating in the marina concept and what are the Council's feelings about the City having a management role in the marina facility?

Staff Recommendation: Allow this concept to move forward, ensuring the existing community based public recreation program administered by the City is preserved and equitably administered to support affordable public access.

Use of City Owned Parcel for Recreation/Open Space

The proposed West Union Neighborhood master plan proposes part of the City owned parcels immediately west of the marina area to be used as a neighborhood park or public open space. The cost to purchase land and construct neighborhood (and community) parks is paid by monies collected from residential building permits. When the annexation applications are submitted, further analysis will be completed to determine what effect the West Union Neighborhood will have on neighborhood and community park standards. After the number of residential units is firmed up, calculations regarding the need for a neighborhood park can be determined.

Determination of Shoreline Configuration

The current design for the shoreline drive is based upon a model similar to the Highway #34 roadway along the south side of Lake Loveland. In this scenario, the future water line will be immediately adjacent to the roadway, with only a sidewalk separating the reservoir shoreline from the road. One other alternative the Council may want to consider is Lakeshore Drive along Lake McIntosh. In this scenario, the roadway is planned to allow a linear park along the shoreline. One item to consider during the deliberation of this issue is the current agreement entered into between the City and the Union Reservoir Company. This agreement calls for a minimum 50 foot buffer between the high water line and the property line. This could be accomplished however by placing the roadway on company property or renegotiating the agreement with the company.

Staff Recommendation: Staff recommends the scenario similar to the southern shoreline of Lake McIntosh. This will allow for greater visual amenities for the community, leaves a buffer from the lake for the roadway and complies with the current agreement negotiated with the Union Reservoir Company. Staff recommends this design feature be further negotiated with respect to the extent of the buffer along the proposed future waterline.

Future Enlargement of Union Reservoir

Provisions must be made at some future point in the planning process for the eventual enlargement of Union Reservoir. Details related to the timing of dredging, location of fill areas, relocation of the existing Union Reservoir District Park operations and other design considerations necessary to ensure the eventual success of the enlargement will be addressed within future annexation agreements and development plans as appropriate.

In regard to the relocation of the existing District Park, one proposal, not yet studied, is to relocate the existing recreational facilities to a new Southwest quadrant location. The existing 1990 Union Reservoir Master Plan identified two possible sites, southeast and southwest. As part of updating the Union Reservoir Master Plan, these options should be

explored. Since 1990, the city has purchased open space in the southeast quadrant that would be suitable for the relocated district park.

CIP Project PR-138 Union Reservoir Master Plan is funded for 2007. Initiating this update to the 1990 Union Reservoir Master Plan as soon as possible will assure the best public and private planning objectives are met for this area. Staff will take steps necessary for the bidding effort to make sure the recreational master planning effort will start as soon as possible.

Attachments: Master Land Use Plan
Pedestrian and Vehicle Circulation Plan
Development Plan Chart
Conservation easement agreement on Parcel C
Agreement with Union Reservoir Company

Master Plan

Legend

-  Residential Low Density
(1-5 units as per City of Longhorn Land Development Code)
-  Residential Medium Density
(6-10 units as per City of Longhorn Land Development Code)
-  Residential High Density
(10 or more units as per City of Longhorn Land Development Code)
-  Existing Home Locations
-  Open Space
-  Peninsula Residential/Mixed Use
-  Corner Mixed Use
-  Existing High Water Line
(As per Union Reservoir Elevation Report)
-  Proposed High Water Line
(Based on latest of Union Reservoir Elevation Report (B Shoreline Option))
-  Trail System

Jim Hamm Natural Area

17th Ave

Villages at Eastgate

County Line Road

Spring Gulch

Homes Front to Lakeshore Drive

Mixed Use Peninsula

Community Marina & Park

9th Ave

Pier

Public Edge

Proposed Limited Access Locations

CR 26

West Union Reservoir





Highway 66

Pedestrian & Vehicular Circulation

County Line Road

Proposed CR 28

17th Ave

Union Reservoir

9th Ave

Proposed Storline Drive

Proposed CR 26

Fairview Street

Highway 119

Legend

City of Longmont Land

- St. Vrain Legacy Trail (regional)
- Spring Gulch Trail
- Union Reservoir Trail
- Trail Connections
- Locations of Public Art

West Union Reservoir

To Longmont & Boulder



West Union Reservoir Development Plan Chart



Property Owner	Land Use	Gross Acres	Density	FAR	Residential Units	Commercial S.F.
Docheff²	Residential - Single Family	22.1	2.0		44	
	Open Space - Lake Shore Park	4.0				
	Open Space - Loss to Raised Water Level	2.6				
	Right of Way	2.9				
*Subtotal		31.6	2.0		44	
Flores²	Residential - Single Family	6.2	2.0		12	
	Right of Way	0.4				
	*Subtotal	6.6	2.0		12	
Dick²	Residential - Single Family	21.5	2.0		43	
	Open Space - Lake Shore Park	0.3				
	Open Space - Loss to Raised Water Level	0.1				
	Right of Way	1.5				
	*Subtotal	23.4	2.0		43	
Steinke¹	Residential - Single Family	1.6	3.0		5	
	Right of Way	0.7				
	Subtotal	2.3	3.0		5	
Bogott¹	Residential - Single Family	60.8	3.0		182	
	Residential - Medium Density	12.9	8.0		103	
	Residential - High Density	2.4	15.0		36	
	Open Space - Lake Shore Park	1.5				
	Right of Way	5.3				
	Subtotal	82.9	8.7		322	
Kelliher¹	Residential - Single Family	6.7	3.0		20	
	Residential - Medium Density	2.5	8.0		20	
	Mixed Use - Residential	0.2	15.0		2	
	Mixed Use - Commercial Peninsula	0.2		0.17 - 0.25		871
	Right of Way	1.0				
Subtotal	10.6	8.7		42	871	
City of Longmont²	Residential - High Density	0.6	15.0		9	
	Open Space - Lake Shore Park	1.6				
	Open Space - Park	14.6				
	Open Space - Marina	2.4				
	Mixed Use - Residential	3.3	15.0		24	
	Mixed Use - Commercial Peninsula	3.3		0.17 - 0.25		14,157
	Right of Way	1.7				
Subtotal	27.4	15.0		33	14,157	
Braesch¹	Residential - Medium Density	5.4	8.0		43	
	Right of Way	0.1				
	Subtotal	5.5	8.0		43	
Willis¹	Residential - Single Family	12.2	3.0		37	
	Residential - Medium Density	12.9	8.0		103	
	Residential - High Density	0.4	15.0		6	
	Open Space - Lake Shore Park	3.7				
	Open Space - Marina	5.3				
	Open Space - Spring Gulch	0.8				
	Mixed Use - Residential	6.7	15.0		50	
	Mixed Use - Commercial Peninsula	6.7		0.17 - 0.25		28,967
	Right of Way	4.5				
Subtotal	53.1	10.3		196	28,967	
South Valley & Clover¹	Residential - Single Family	23.8	2.5		60	
	Residential - Medium Density	87.9	8.0		703	
	Residential - High Density	19.0	15.0		285	
	Open Space - Lake Shore Park	3.5				
	Open Space - Spring Gulch	24.3				
	Mixed Use - Corner Retail	19.8		0.17 - 0.25		172,498
	Right of Way	15.9				
**Subtotal	194.2	8.5		1,048	172,498	
Adrian¹	Residential - Medium Density	2.8	8.0		23	
	Open Space - Spring Gulch	6.0				
	Right Of Way	0.0				
	Subtotal	8.9	8.0		23	
TOTAL		446.4	6.9		1,810	216,493

² Acreages include a portion of Existing County Road 28

^{**} Acreages include a portion of Existing County Road 26 and 3.3 acres of existing fill ditch right of way

¹ Indicates acreages from annexation plat

² Indicates acreages from Weld CO. assessor's records

Property Owner	Gross Acres	Residential Acreage	Open Space Acreage	Mixed Use Commercial Acreage	Mixed Use Residential Acreage	Commercial S.F.	Residential Units Low and Medium Density	Residential Units-High Density
Docheff	31.6	22.1	6.6				44	0
Flores	6.6	6.2					12	0
Dick	23.4	21.5	0.4				43	0
Steinke	2.3	1.6					5	0
Bogott	82.9	76.1	1.5				286	36
Kelliher	10.6	9.2		0.2	0.2	871	40	2
City of Longmont	27.4	0.6	18.6	3.3	3.3	14,157	0	33
Braesch	5.5	5.4					43	0
Willis	53.1	25.5	9.8	6.7	6.7	28,967	140	56
S. Valley & Clover	194.2	130.7	27.8	19.8		172,498	763	285
Adrian	8.9	2.8	6.0				23	0
TOTALS	446.4	301.7	70.7	29.9	10.1	216,493	1,399	412



DEED OF CONSERVATION EASEMENT IN GROSS

This Deed of Conservation Easement in Gross (hereinafter referred to as the "Easement") is granted this 1st day of May, 2002, by Ronald A. and Tammy L. Dick, 13000 Weld County Rd., Longmont, CO 80504, hereinafter referred to as "Grantor" to the City of Longmont, a municipal corporation, acting on behalf of its Water Utility Enterprise, 1100 South Sherman Street, Longmont, CO 80501, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, Grantor is the owner of certain real property within County of Weld, State of Colorado, which is legally described in Exhibit 1 attached hereto and made a part hereof, hereinafter referred to collectively as the "Property".

WHEREAS, Grantor wishes to sell the development rights on the property to the Grantee to prohibit any further structural development on the property and to prevent further subdivision or development of the property.

WHEREAS, Grantee desires to purchase an interest in the Property from the Grantor in order to prohibit any further structural development of the property and to prevent any improvements to the property that could interfere with the ability to enlarge Union Reservoir.

NOW, THEREFORE, in consideration of the sum of \$369,500.00 DOLLARS and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a Conservation Easement in Gross (hereinafter, the "Easement") consisting of the rights hereinafter enumerated, over and across the Property.

1. **PURPOSE.** It is the purpose of this Easement to prohibit any further structural development on the Property and to prevent further subdivision or development of the property. No structural development shall be allowed on the Property.
2. **AFFIRMATIVE RIGHTS CONVEYED.** The affirmative rights conveyed to Grantee by this Easement are the following:
 - (a) To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.
 - (b) To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is

SECTION 17



regulated by a governmental authority and not otherwise provided for in the Easement. The City of Longmont's status of owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise, except as provided in Paragraph 10 concerning condemnation.

3. **PERMITTED USES AND PRACTICES.** Grantor intends that this Easement shall confine the future use of the Property to agricultural uses and related structures and the other related or compatible uses, which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

- (a) Continuation of agricultural uses, including crops, open growing of commercial nursery stock and the pasturing, grazing, feeding, and care of livestock. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.
- (b) Grantor represents that at the time of execution of this Easement there is the following structure legally existing on the Property: one two story wood frame house. This structure may be maintained, repaired and/or replaced, provided the total square footage of the structure is not increased without the written consent of the Grantee.
- (c) Maintenance, repair, replacement and use of all roads legally existing on the property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the property.
- (d) Installation, maintenance, repair, removal and relocation, and replacement of utility mains, lines and underground facilities for the purpose of providing utility services to the Property exclusively.
- (e) Development and maintenance of such water resources on the Property as are necessary or convenient for irrigation and the agricultural uses conducted thereon pursuant to the terms hereof; provided, however, that the development and use of such water resources shall be compatible with the purposes of this Easement to protect and preserve the agricultural values of the Property. Permitted activities shall include installation, maintenance, repair, removal and relocation, and replacement of agricultural irrigation facilities, including ditches, pipes and water diversion structures.
- (f) Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations

promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Weld County.

- (g) Use of the Property for hunting by Grantor, Grantor's heirs, licensees and assigns. No commercial use of the property for hunting will be allowed.
- (h) Except as such interest is otherwise conveyed to Grantee by deed, certificates of ownership, or this Easement, Grantor specifically retains (1) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the land; and (2) all right, title, and interest to subsurface oil, gas, and other minerals; provided, however, that exploration for, and extraction of any minerals shall be undertaken in a manner consistent with Weld County Zoning or other applicable regulations and designed to ensure the protection of the agricultural resources of the Property, or would not in any way hinder the future ability to enlarge Union Reservoir. Surface and open mining are expressly prohibited by this Easement. The water rights referred to in this Paragraph are those described in Exhibit 1 attached hereto and made a part hereof by reference.

4. **PROHIBITED USES AND PRACTICES.** The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property:

- (a) The dumping or accumulation of trash, ashes, garbage waste or other unsightly or offensive material on the Property, provided, however, that agricultural products and by-products may be placed or stored on the land, so long as such placement or storage is consistent with the public health and with sound agricultural practices, and do not result in water quality impacts on Union Reservoir.
- (b) The construction, reconstruction, or replacement of any structures except as provided in Paragraph 3 hereof. For purposes of this Easement, fencing shall not be deemed a structure.
- (c) Any division of the Property (whether or not a subdivision as defined by state law) without the express prior written consent of the Grantee. The Property shall be held as one agricultural unit and, without the express prior written consent of the Grantee, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, all terms of this Easement shall attach to the land and shall survive any division.
- (d) The conveyance of right-of-way or the construction of any new roadways without the express prior written consent of the Grantee, which consent shall not be unreasonably withheld, provided that such roadways are constructed so as to minimize the impact on agricultural resources of the Property, and do not interfere with the future ability to enlarge Union Reservoir.

(e) Use of the property for any commercial or business use.

5. **ENFORCEMENT RIGHTS OF GRANTEE.** In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days' notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to insure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future.
6. **RESTORATION.** Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successors, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with this Easement.
7. **COSTS AND TAXES.** Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property and does hereby indemnify the Grantee therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property and Grantor agrees to pay any and all water carriage fees/ditch assessments levied by the ditch companies or other competent authority relating to the water rights described in Exhibit 1.
8. **ACCESS.** Nothing contained herein shall be construed as affording the public access to any portion of the land subject to this Easement. Grantor shall not provide access to third parties across the land subject to this easement.
9. **GRANT IN PERPETUITY.** This Easement and the covenants as set forth herein shall run with the land and be binding upon all parties thereto, their heirs, successors, representatives, and assigns, and all persons who may hereafter acquire an interest in the Property. Pursuant to Colorado Revised Statute Section 15-11-1102 (1) (a) and (b), if any non-vested property interests conveyed to the Grantee under this Easement do not vest within 90 years after the date of execution of this Easement by both parties, said interests shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.
10. **CONDEMNATION.** In the event of condemnation of all or a portion of the Property, the Grantee shall be entitled to a share of the proceeds of the condemnation award, based on the value, at the time of the taking, of the conservation easement that is the subject of the taking.
11. **AMENDMENT.** If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend the Easement. Any such amendment shall be

consistent with the purposes of the Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Weld County, Colorado.

12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.
13. **MISCELLANEOUS.**
 - (a) The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's heirs, personal representatives, executors, successors and assigns and the above named-Grantee and its successors and assigns, respectively.
 - (b) The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.
 - (c) Liberal construction. This Easement shall be liberally construed in favor of the Easement to effect the purpose of the Easement and the policies and purpose of CRS § 38-30.5-10 et.
 - (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an Amendment that complies with Paragraph 12.
 - (e) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not part of this instrument and shall have no affect upon construction or interpretation.
14. **SEVERABILITY.** Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of the Agreement shall be held to be in full force and effect as though the invalid portion was not included.

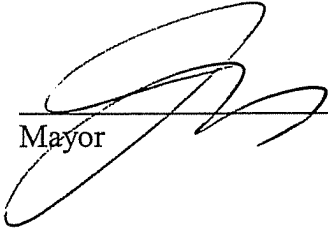


IN WITNESS WHEREOF, the parties hereto have executed the Conservation Easement as of the date stated in the preamble.

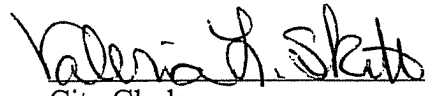
CITY OF LONGMONT, COLORADO
ACTION ON BEHALF OF ITS
WATER UTILITY ENTERPRISE

ATTEST:






Mayor



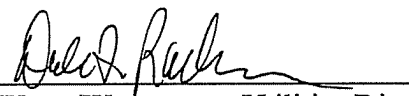
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

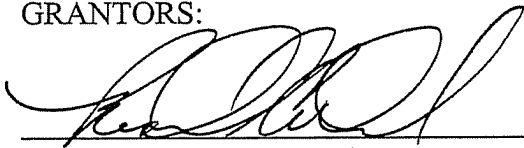


Assistant City Attorney

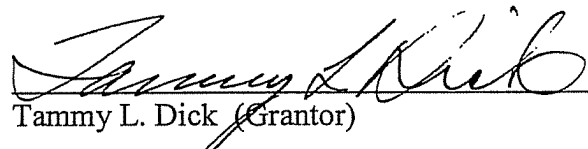


Water/Wastewater Utilities Director

GRANTORS:



Ronald A. Dick (Grantor)



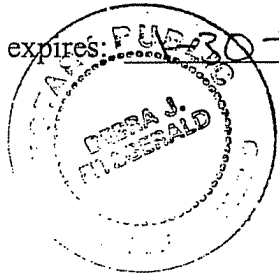
Tammy L. Dick (Grantor)

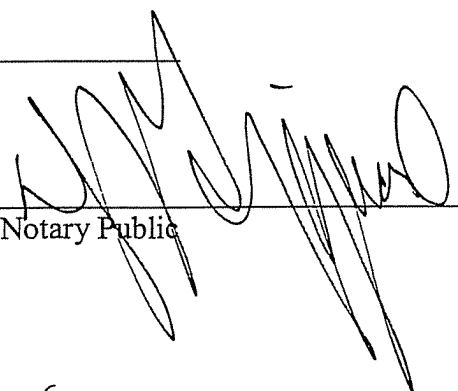
STATE OF COLORADO)
)
COUNTY OF BOULDER) ss.

The foregoing Lease Agreement was acknowledged before me this 1st day of May, 2002, by Ronald A. Dick and Tammy L. Dick.

Witness my hand and official seal:

My Commission expires: PLP-30-03





Notary Public



2948868 05/06/2002 10:21A JA Suki Tsukamoto
7 of 7 R 35.00 D 0.00 Weld County CO

**EXHIBIT 1 TO:
DEED OF CONSERVATION EASEMENT IN GROSS**

PROPERTY DESCRIPTION

Lot B of Amended Recorded Exemption No. 1207-30-3-RE-633, as per the map recorded July 13, 1994 in Book 1450 under Reception No. 2397400, being part of the Southwest Quarter of Section 30, Township 3 North, Range 69 West of the 6th P.M., County of Weld, State of Colorado, also known as 13000 Weld County Road #1; as described property is amended by Boundary Agreement between Ronald and Tammy Dick and the Union Reservoir Company, said Agreement recorded at Weld County Clerk and Recorders Office on February 6, 2002, Reception No. 2923181.

WATER RIGHTS DESCRIPTION

The Water Rights appurtenant to this property consist of and shall include all water, water rights, ditches and ditch rights, including shares in water and ditch companies appurtenant to or used in connection with the Property, including, but not limited to the following:

0.4045 shares of the Rough and Ready Irrigating Ditch Company and 0.4045 shares in the Pleasant Valley Reservoir Fish and Ditch Company.