

NON-EXCUSIVE REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is between the CITY OF BOUDLER PARKS AND RECREATION DEPARTMENT (the "City"), and BOULDER RUGBY FOOTBALL CLUB, a Colorado nonprofit corporation, ("Licensee") and is entered into effective as of SEPTEMBER 29, 2014 ("Effective Date").

RECITALS

- A. The City is authorized by law to organize, promote, and conduct community recreation programs; to establish park areas, playgrounds, and recreational facilities; and to acquire, improve, maintain, and operate such park areas, playgrounds, and recreation facilities.
- B. The City was granted an easement for park use by International Business Machines Corporation, a New York Corporation, the owner of real property located at 6180 N. 63rd St, Boulder CO 80301 for the purposes of constructing and utilizing said property as a park benefiting the community. The City having thereafter developed and activated Tom Watson Park on said property did construct a recreational sports field commonly referred to as Tom Watson Sports Field (the "Property") further defined and depicted in **Exhibit A** attached hereto and incorporated by reference.
- C. Founded in 1997, Licensee is a nonprofit committed to supporting and growing the tradition of rugby in Boulder, Colorado, said nonprofit having and maintaining valid nonprofit exemption status pursuant to the IRS as evidenced by the designation letter attached hereto and incorporated by reference as **Exhibit B**.
- D. Licensee, having previously utilized the Property, desires the privilege of making improvements to and utilizing the Property for the purposes defined herein.
- E. Pursuant to this Agreement, the City has the right to grant to Licensee a non-exclusive revocable license to use the Property, fund and implement additional capital improvements described herein, all pursuant to terms and conditions consistent with this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing background recitals and the mutual promises of the parties set forth in this Agreement, the parties agree as follows:

1. **Purpose.** The City and Licensee enter into this Agreement to provide for the use, improvement and development of the Property as a City of Boulder public multi-use sports field amenity suitable for rugby play and other forms of recreational play.

2. **Term.** Subject to terms herein, the term of this Agreement shall commence on September 30, 2014 and shall end on September 27, 2015, ("Initial Term") unless sooner terminated as hereinafter provided.

3. **Ownership.** Unless otherwise set forth in this Agreement, the Parties agree that the Property, including any capital features, infrastructure, buildings or amenities existing at the time of execution of this Agreement or improved or amended as a result of this Agreement, shall remain with the land. The parties agree that there will be no presumption of property interest on the part of Licensee as a result of this Agreement.

4. **Construction of Capital Improvements.** Licensee has identified certain capital improvements it seeks to implement on the Property which, in the City's opinion, would improve the safety, sustainability and public visiting experience at the Property and which are more fully described in Exhibit C attached hereto (the "Improvements").

4.1 The Parties agree to coordinate the design and completion of the Improvements. All Improvements shall be reviewed and approved by the City in writing, within forty-five (45) days after submission thereof to the City. Upon receipt of all approvals, Licensee may fundraise for and seek required permits toward completion of said Improvements. The parties further agree that no construction of the Improvements will commence until funding for their completion has been secured and that no changes will be made to the Property beyond the listed Improvements unless specifically agreed by the Parties in writing.

4.2 The Parties agree that they will conduct a mutual inspection of the Property post construction of the Improvements and that Licensee will provide the City with receipts reflecting the actual cost of the Improvements within forty-five (45) days of completing construction of the Improvements. If and to the extent the City approves and accepts the Improvements, the City will credit Licensee's account with reservations credits totaling 600 hours which will be applied to the Licensee's use of the Property.

4.3 Following completion of the plans and specifications for implementation of the Improvements and receipt of related permits and the City's approval in writing, Licensee may implement the Improvements at the Property. The Improvements shall be (a) completed in conformity with specifications and construction documents developed by Licensee in cooperation with and subject to approval of the City; (b) performed by persons or entities selected by Licensee in accordance with City standard construction practices; (c) completed under the supervision of the Licensee with the City's project manager; and shall (d) be paid for with funds raised or donated by Licensee.

4.4 The construction contract shall provide that the Licensee's contractor perform the Improvements according to the Plans and Specifications related thereto. The City shall be designated as a third-Party beneficiary of the construction contract entitled to enforce all terms and provisions related to the Improvements. The City shall also be named an additional insured on all insurance policies required by the construction contract to the value and extent of the Improvements and shall be entitled to enforce all warranties related to the Improvements. Warranties shall be for a term of not less than two (2) year from

final acceptance. The Licensee's contractor shall be required to indemnify the City to the same extent it indemnifies the Licensee for all the Improvements under the construction contract. City shall have the right to proceed directly against the Licensee's contractor.

4.5 The parties shall mutually determine the construction schedule and proposed completion dates for the Improvements.

4.6 Licensee acknowledges and agrees that the City may, in its sole discretion, make other capital improvements in order to ensure that the Property's safety, sustainability and operation as a public multiuse sports field amenity is in good condition; provided, however, any such repairs and improvements, unless otherwise agreed to in advance by Licensee, shall be at the City's expense.

4.7 The City shall have the responsibility for the repair and maintenance of the Improvements after installation is complete.

4.8 Upon termination of this Agreement, Licensee will leave the Improvements in their current condition, ordinary wear and tear excepted.

5. **Licensee Use.** Licensee's Use shall be defined for purposes of this Agreement as the right to use the Property, as improved, for the sole purpose of conducting rugby practice and City-permitted rugby matches all as permitted through the City's facility rental process. The parties agree to work together in good faith to avoid scheduling conflicts associated with public use, Licensee use and construction of the Improvements. It is agreed by the parties that the City shall have final decision-making authority regarding scheduling of the Property in all circumstances.

6. **Restrictions and Regulations.** This License does not authorize Licensee to engage in any activity or use not expressly authorized under the terms of this License. The Licensee agrees to comply with City of Boulder Park Rules and all applicable Federal, State and Local laws. Further, Licensee agrees to abide by the terms of the Easement Agreement between the City of Boulder and IBM dated October 29, 1997 attached hereto as Exhibit D and incorporated herein by reference.

7. **Cancellation and Termination.** This Agreement may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. The City may, at any time, terminate this Agreement, in whole or in part, for its own convenience. Notification of intent to terminate shall be given in writing fourteen (14) days prior to the date of termination. The City shall provide written notice specifying the date upon which such revocation and termination is to be effective.

8. **Liability.**

8.1 Supervision. The parties agree that neither assumes any responsibility hereunder for providing supervision for participants, employees, or volunteers of any activities under the control of, sponsored by, or conducted by the other party on the Property. During any portion of the Term when the Property is occupied or in use by Licensee in the performance of any activities described herein or any sponsored activity or program, Licensee in each instance shall be responsible for all necessary supervisory or instructional personnel required for such programs.

8.2 Recreational Exemption. It is the intention of the parties to make the Property available to the public for recreational purposes and to limit the parties' liability toward persons entering thereon for such purposes pursuant to Colorado Revised Statutes §§ 33-41-101 et seq. in the event that either or both of the parties would otherwise be liable. Both parties shall require all persons or entities, who are granted the use of the Property, to provide General Public Liability and Property Damage Insurance with coverage and policy limits consistent with those required by section 11 "Insurance" below.

8.3 Notice of Defects. Each party agrees to notify the other, within a reasonable time frame, of any defects or potential defects, dangerous conditions or potential dangerous conditions, claims or potential claims from damage or injury that come to its attention in connection with its usage. Within fifteen (15) days after any litigation is commenced against either party that contains allegations against the other, the Parties will meet to explore efficiencies and determine the course of action in providing a defense, including, but not limited to, the potential for a joint defense.

9. Insurance. Licensee agrees to procure and maintain in force during the term of this Agreement at its own cost, the following minimum coverages:

A. General Liability

- | | |
|-------------------------------------|-------------|
| i. General Aggregate Limit: | \$2,000,000 |
| ii. Bodily Injury & Property Damage | \$2,000,000 |

The policy shall be on an Occurrence Form. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

B. Insurance shall:

- i. Provide primary coverage.
- ii. Include the City of Boulder and its elected officials and employees as additional insureds as their interests may appear. Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability.

- iii. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI.
 - iv. Be procured and maintained in full force and effect for duration of work.
- C. Certificates of Insurance shall be forwarded to Parks and Recreation. Certificate Holder shall be the City of Boulder at 1777 Broadway, P.O. Box 791, Boulder, CO 80306.
- D. Within 7 days after receiving insurer's notice of cancellation or reduction in coverage, Licensee or its insurance broker, shall notify City. In either such case, Licensee shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

10. **Indemnification**. The Licensee agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Agreement, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Licensee's operations in connection with this Agreement, including operations of sub-contractors and acts or admissions of employees or agents of the Licensee or its sub-contractor.

11. **Governmental Immunity**. Notwithstanding any other provision of this Agreement to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

12. **No Third Party Beneficiaries**. The covenants and agreements contained in this Agreement are for the benefit of the Licensee and the City only, and do not create any obligations or duties to persons not parties hereto.

13. **Notices**. Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested, and addressed to the following:

CITY:

City of Boulder Parks and Recreation
c/o Jeff Dillon, Director – Parks and Recreation and
Jeff Haley, Planning Manager – Parks and Recreation
P.O. Box 791

Boulder, Colorado 80306
303-441-7242

LICENSEE:

Boulder Rugby Club
c/o Jim Bruce
4950 Idylwild Trail
Boulder, Colorado 80302

14. Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Licensee or the City Manager as aforesaid.

15. **Assignment.** Licensee covenants and agrees not to assign, pledge or transfer its rights in this License, nor grant a license hereunder, except to any affiliate corporation or successor-in-interest.

16. **Colorado Law and Venue.** This License shall be deemed to have been granted in and shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce the provisions of this License shall be in the District Court in and for the County of Boulder, Colorado.

17. **Severability.** Should any paragraph or any subparagraph of this License be held invalid as a matter of law none of the remaining paragraphs or subparagraphs shall be affected thereby. Authority. The parties represent that the individuals signing this Agreement on their behalf possess full power and authority to sign this Agreement in compliance with Colorado law.

18. **Approvals.** This License shall not be effective until approved by the City Manager.

This agreement is signed this 29th day of September, 2014.

[signature page to follow]

LICENSEE

By:

Title: DIRECTOR / YOUTH HEAD COACH

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

SUBSCRIBED AND SWORN to before me, a notary public, this 29 day of September, 2014, by James H Bruce (Licensee name) as Director (Licensee title).

Witness my hand and official seal,
My Commission Expires: 04/13/2015

[Signature]
Notary Public

(SEAL)



CITY OF BOULDER

ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBITS

A

PROPERTY MAP, DESCRIPTION AND EXISTING CONDITIONS

B

BOULDER RUGBY FOOTBALL CLUB NONPROFIT DESIGNATION LETTER

C

THE IMPROVEMENTS

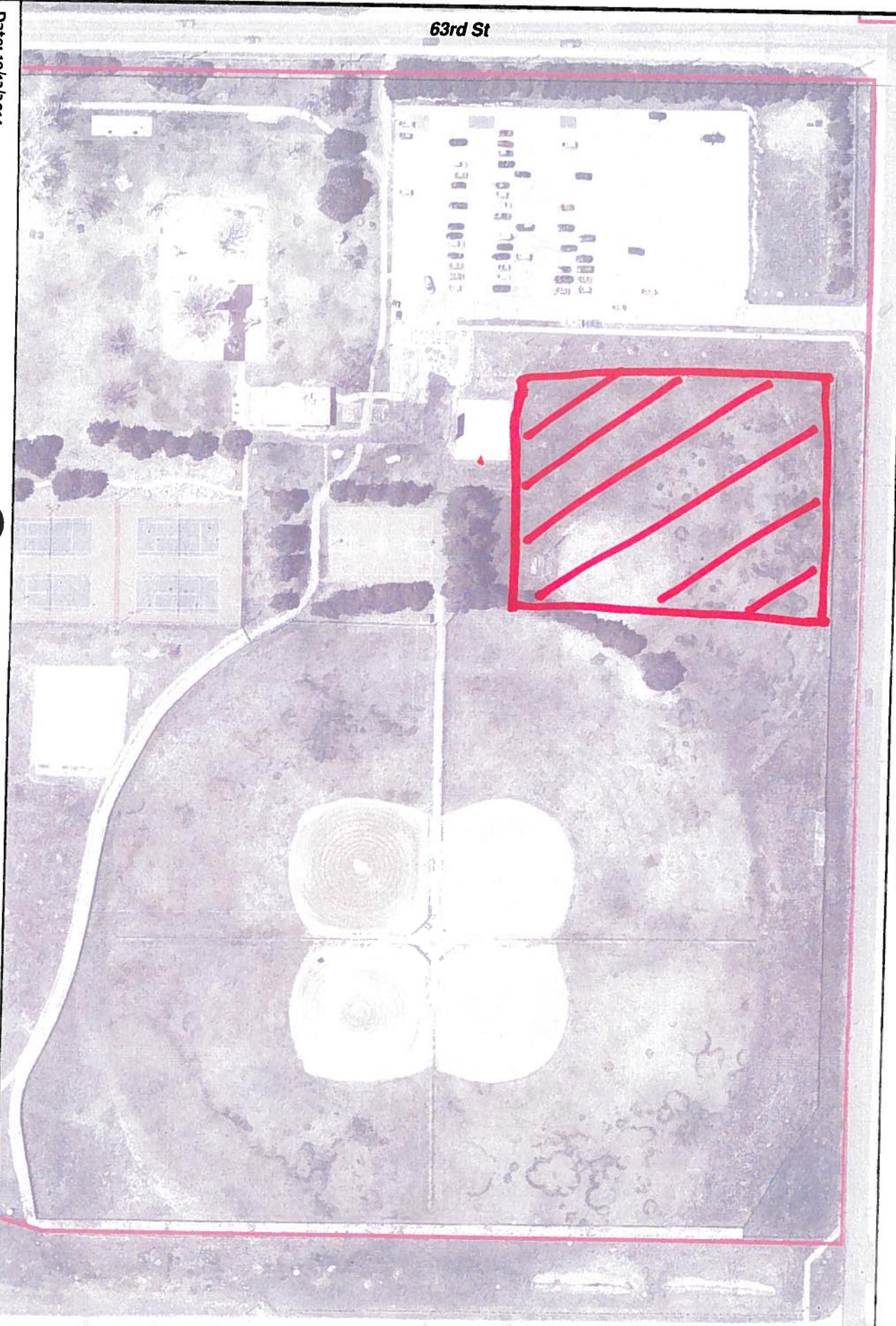
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EASEMENT BETWEEN IBM AND THE CITY

EXHIBIT A

Tom Watson Park Ballfields

63rd St



Date: 10/13/2014
Prepared by: Christina Spielman, Boulder Parks & Recreation



1:1,400



EXHIBIT B

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 19 2003

BOULDER RUGBY ATHLETIC CLUB
PO BOX 17850
BOULDER, CO 80308-0850

Employer Identification Number:
84-1428312
DLN:
17053277755053
Contact Person:
PETER A ORLETT ID# 31436
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated February 24, 1998, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity during an advance ruling period.

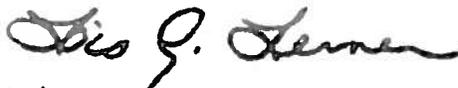
Based on our records and on the information you submitted, we are pleased to confirm that you are exempt under section 501(c)(3) of the Code, and you are classified as a public charity under the Code section listed in the heading of this letter.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 014

MUST BE TYPED
FILING FEE: \$50.00
MUST SUBMIT TWO COPIES

1997/03/31
\$ 50.00
SECRETARY OF STATE
03 31 97 13:54:04

ARTICLES OF INCORPORATION
OF A COLORADO NONPROFIT
CORPORATION

Please include a typed
self-addressed envelope

The undersigned person(s) acting as incorporator(s) of a nonprofit corporation under the Colorado Nonprofit Corporation Act execute(s) the following Articles of Incorporation for such corporation:

- FIRST: The name of the nonprofit corporation is: BOULDER RUGBY ATHLETIC CLUB
- SECOND: The address of the initial registered office of the nonprofit corporation in Colorado is: 4860 Riverbend Boulder, CO 80301 --- P.O. Box 17850 Boulder, CO 80308-0850
(Address must include building number and suite number, street (or rural route number), town or city and zip code. Include a P.O. Box if mailing address is different from street address)
- and the name of its initial registered agent at such address is Kit Blakemore
- THIRD: The nonprofit corporation (will/will not) (circle one) have members.
- FOURTH: Provisions regarding the distribution of assets on dissolution are: _____

SEE ATTACHED

- FIFTH: The nonprofit corporation shall have 3 directors who shall serve as the initial board of directors.

The name and address of each director is: (This information is not required)

NAME OF DIRECTOR

ADDRESS (include zip code)

- SIXTH: The name(s) and address(es) of each incorporator(s) is:

NAME OF INCORPORATOR(S)

ADDRESS (include zip code)

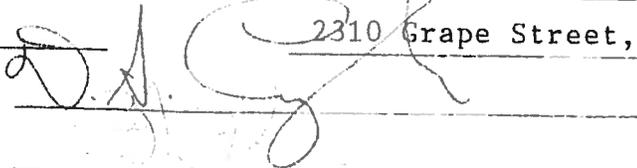
David S. Cunningham

6973 Baseline Rd., Boulder, CO 8030

E. Steven Brown

2310 Grape Street, Boulder, CO 8030

The signature of each incorporator:



PURPOSE OF THE CORPORATION: Purpose of the corporation is the furtherance of the sport of rugby and other lawful charitable, educational, social, and athletic purposes which would be exempt within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future tax code. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in the furtherance of the purposes of this corporation.

LIMITATION OF LIABILITY: A director shall not be liable to the corporation for monetary damages for breach of fiduciary duty as a director, except that this provision shall not eliminate or limit the liability of a director to the corporation for monetary damages for: Any breach of the director's duty of loyalty to the corporation; acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; acts specified in CRS §7-24-111; or any transaction from which the director derived an improper personal benefit.

DISTRIBUTION OF ASSETS UPON DISSOLUTION: Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

EXHIBIT C

EXHIBIT C

THE IMPROVEMENTS

1. As part of the Project, Tom Watson Sports Field (the softball/baseball field located adjacent to Tom Watson Park's parking lot) will be converted into a Rugby Pitch. The Rugby Pitch will provide for an athletic field with dimensions suitable for conducting rugby practice and/or use by lacrosse, soccer, football, field hockey, ultimate Frisbee and similar sports. The contemplated configuration of the Rugby pitch is a junior size, practice pitch approximately 80M (260') x 60M (197') with a 10M (33') in-goal at each end.
2. The construction of the pitch will occur on the northwest practice softball/baseball field to include removal of backstop, relocation of small trees, removal of soft ball infield material and replacement with top-soil and sod throughout the new pitch to be installed.
3. Modifications will be required of the existing irrigation system to modify valves, lateral lines, spray heads (rotors) as well as wiring.
4. Each of the above mentioned improvements must follow the processes for review, inspection and approval as outlined in section 4 of the agreement.

EXHIBIT D

EASEMENT BETWEEN IBM AND THE CITY



**EXHIBIT A
TO
GRANT OF PARK AND RECREATIONAL EASEMENT
(Park Donation Land)**

(List of Improvements)

Building 013

Building 070

Two (2) small storage buildings on the Park Donation Land

Tennis courts, baseball fields, handball court, volleyball courts, basketball court, horseshoe pits, exercise pits, picnic area and facilities, shuffle board area, playground and playground equipment and lighting on the Park Donation Land

Access roadway

Asphalt paved parking and lighting

Asphalt paved paths (jogging track)

Sidewalks and curbs

Waterlines, septic system and leach field and gas line serving Building 013

Detention pond on the Park Donation Land

Pump shed, pump and irrigation lines and facilities serving the Park Donation Land

Fences and gates

Gas and electric lines and equipment serving exclusively the Park Donation Land and the Improvements located thereon

Affixed barbecue grills on the Park Donation Land

Trees and landscaping

The Lynch Ditch



Boulder County Clerk, CO E

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**EXHIBIT B
TO
GRANT OF PARK AND RECREATIONAL EASEMENT
(Park Donation Land)**

(Legal Description of the Park Donation Land – See Attached)



Boulder County Clerk, CO E

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**EXHIBIT C
TO
GRANT OF PARK AND RECREATIONAL EASEMENT
(Park Donation Land)**

(Legal Description of the Plant Site – See Attached)



Boulder County Clerk, CO E

LEGAL DESCRIPTION
PLANT SITE

A TRACT OF LAND LOCATED IN THE S1/2 OF SECTION 35, T2N, R70W OF THE 6TH P.M. AND IN THE N1/2 OF SECTION 2, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE W1/4 CORNER OF SAID SECTION 2 BEARS N00°03'11"W, 2610.54 FEET, THENCE N00°03'11"W, 1000.45 FEET ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 2 TO THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT RECEPTION NO. 54158 OF THE RECORDS OF BOULDER COUNTY, COLORADO; THENCE N44°00'37"E, 43.14 FEET ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 54158 TO THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 2; THENCE N00°03'11"W, 1579.09 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 2; THENCE N00°06'30"W, 2612.73 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE NW1/4 OF SAID SECTION 2; THENCE N00°05'54"W, 1.93 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 35 TO THE TRUE POINT OF BEGINNING;

THENCE S89°47'49"E, 1070.21 FEET;

THENCE S00°06'11"E, 750.00 FEET;

THENCE S16°33'59"W, 509.64 FEET TO THE NORTH LINE OF PARCEL B AS DESCRIBED ON FILM 1709 AS RECEPTION NO. 1152371 OF THE RECORDS OF BOULDER COUNTY, COLORADO AND A LINE 5.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE WEST LINE OF THAT SUBSTATION EASEMENT AS DESCRIBED ON FILM 1709 AS RECEPTION NO. 1152371 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S00°04'36"E, 337.00 FEET ALONG A LINE 5.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE WEST LINE OF SAID SUBSTATION EASEMENT TO A LINE 5.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SUBSTATION EASEMENT;

THENCE N89°55'24"E, 250.00 FEET ALONG A LINE 5.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SUBSTATION EASEMENT;

THENCE S25°05'20"E, 1055.76 FEET TO THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 54158;



Boulder County Clerk, CO E

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PAGE 2

LEGAL DESCRIPTION (CONTINUED)
PLANT SITE

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ARE ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 54158:

- THENCE N40°11'37"E, 3021.70 FEET;
- THENCE N31°02'22"E, 974.60 FEET;
- THENCE N40°11'37"E, 475.80 FEET;
- THENCE N49°20'52"E, 974.50 FEET;
- THENCE N40°11'37"E, 205.51 FEET;

THENCE N00°31'05"E, 840.83 FEET ALONG THE WEST LINE OF THE EAST 30.00 FEET OF THE SE1/4 OF SAID SECTION 35 TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE S1/2 OF SAID SECTION 35;

THENCE N89°50'31"W, 5268.16 FEET ALONG THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE S1/2 OF SAID SECTION 35 TO THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 35;

THENCE S00°05'54"E, 2618.75 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 35 TO THE TRUE POINT OF BEGINNING.

AREA = 369.313 ACRES, MORE OR LESS.

(L. SHANKS - 2190-62 - 2967L.LKS)



Boulder County Clerk, CO E

LEGAL DESCRIPTION
PARK DONATION LAND

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 35, T2N, R70W OF THE 6TH P.M. AND IN THE NW1/4 OF SECTION 2, T1N, R70W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE W1/4 CORNER OF SAID SECTION 2 BEARS N00°03'11"W, 2610.54 FEET, THENCE N00°03'11"W, 1000.45 FEET ALONG THE WEST LINE OF THE SW1/4 OF SAID SECTION 2 TO THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT RECEPTION NO. 54158 OF THE RECORDS OF BOULDER COUNTY, COLORADO; THENCE N44°00'37"E, 43.14 FEET ALONG THE NORTHWESTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 54158 TO THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 2; THENCE N00°03'11"W, 1579.09 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 2; THENCE N00°06'30"W, 1141.00 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE NW1/4 OF SAID SECTION 2 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N00°06'30"W, 1471.73 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE NW1/4 OF SAID SECTION 2;

THENCE N00°05'54"W, 1.93 FEET ALONG THE EAST LINE OF THE WEST 30.00 FEET OF THE SW1/4 OF SAID SECTION 35;

THENCE S89°47'49"E, 1070.21 FEET;

THENCE S00°06'11"E, 750.00 FEET;

THENCE S16°33'59"W, 509.64 FEET TO THE NORTH LINE OF PARCEL B AS DESCRIBED ON FILM 1709 AS RECEPTION NO. 1152371 OF THE RECORDS OF BOULDER COUNTY, COLORADO AND A LINE 5.00 FEET WESTERLY AS MEASURED AT RIGHT ANGLES FROM AND PARALLEL WITH THE WEST LINE OF THAT SUBSTATION EASEMENT AS DESCRIBED ON FILM 1709 AS RECEPTION NO. 1152371 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S89°55'24"W, 663.89 FEET ALONG THE NORTH LINE OF SAID PARCEL B;

THENCE S00°06'30"E, 230.00 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS S89°53'30"W, 260.00 FEET;



Boulder County Clerk, CO E

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LEGAL DESCRIPTION (CONTINUED)
PARK DONATION LAND

THENCE S89°53'30"W, 260.00 FEET TO THE EAST LINE OF THE WEST 30.00 FEET OF THE NW1/4 OF SAID SECTION 2 AND THE TRUE POINT OF BEGINNING.

AREA = 31.039 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
LOREN K. SHANKS, PLS 28285
DREXEL BARRELL & COMPANY
4840 PEARL EAST CIRCLE #114
BOULDER, COLORADO 80301-2475
(303)442-4338

(L. SHANKS - 2190-62 - 3390L.LKS)

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESIX-Entertainment & Sports Insurance Experts 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339	CONTACT NAME: PHONE (A/C, No, Ext): 678-324-3300 FAX (A/C, No): 678-324-3303 E-MAIL ADDRESS: esix@esixglobal.com
	INSURER(S) AFFORDING COVERAGE
INSURED United States of America Rugby Football Union 2500 Arapahoe Avenue, Suite 200 Boulder CO 80302	INSURER A: Everest National Insurance Company NAIC # 10120 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 21992027** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event		S18ML00180-141	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED \$/NGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Sexual Abuse and Molestation		S18ML00180-141	9/1/2014	9/1/2015	\$1,000,000 Any One Occurrence \$2,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an additional insured, but only with respect to liability arising out of the Named Insured's activities or operations. Coverage applies to all club practices and games. No coverage applies for ANY tournament unless the tournament is sanctioned and pre-approved by USA Rugby. Participant Legal Liability coverage is included in the General Liability limit. The USA Rugby member club named below is a Named Insured as of the date of certificate issuance until policy expiration. Boulder Rugby Football Club

CERTIFICATE HOLDER Boulder Rugby Football Club City of Boulder and its elected officials and employees 1777 Broadway Boulder CO 80306	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia M. Beyer
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POLICY NUMBER: SI8ML00180-141

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	
City of Boulder and its elected officials and employees	
1777 Broadway	
Boulder	CO 80306
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

City of Boulder Elected Officials and employees