



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: April 19, 2022

AGENDA TITLE

1. Consideration of a motion to approve the disposal of approximately 0.24 acres of open space land from the Starek South Conservation Easement property located at 308 Arapahoe, Boulder, Colorado, pursuant to Charter Sec. 177, B.R.C. 1981, and convey this city-owned land to Arapahoe West, LLC and add it to the Starek South Conservation Easement property by an amended and restated conservation easement;

AND, if the above disposal is approved

2. Consideration of a motion to approve the acquisition of approximately 0.21 acres of land from Arapahoe West, LLC for open space purposes;

AND, if the above disposal and acquisition are approved

3. Introduction, first reading, and consideration of a motion to order published by title only Ordinance 8520 amending ordinances 7459 and 7616 ordering the designation of an additional portion of a property to, and removal of a portion of a property from, Western Mountain Parks Habitat Conservation Area pursuant to Section 8-8-2, "Habitat Conservation Area Designation," B.R.C. 1981; and setting forth related details

PRESENTERS

Nuria Rivera-Vandermyde, City Manager
Janet Michels, Senior Attorney
Dan Burke, Director, Open Space and Mountain Parks
Lauren Kilcoyne, Deputy Director, OSMP
Bethany Collins, Senior Manager, Real Estate Services, OSMP

EXECUTIVE SUMMARY

This agenda item is the consideration of a motion to approve the acquisition of approximately 0.21-acres of land together with approval of a 0.24-acre land exchange transaction with Arapahoe West, LLC involving the Starek and Valentine Open Space and Starek South Conservation Easement properties and the acceptance of an Amended and Restated Conservation Easement pursuant to the disposal procedures of Article XII, Section 177, of the Boulder City Charter. If approved, this land transaction will then necessitate an ordinance amendment to add and remove the parcels to/from the Western Mountain Parks Habitat Conservation Area (HCA).

The City of Boulder's Starek South Conservation Easement (Starek South CE) encumbers the private property owned by Arapahoe West, LLC located at 308 Arapahoe Avenue in Boulder and is surrounded by the City's Gabrel, Valentine and Starek [fee-owned] Open Space properties (**Attachments B and C**). The Gabrel and Valentine properties were acquired in 1988 and 1989 and the Starek property and Starek South CE (**Attachment D**) were acquired in 1992 as part of an approximately 10-acre transaction with Karel and Alice Starek (4 acres in fee and two approximately 3-acres encumbered by conservation easement). The Starek South CE protects the private property for open space and residential purposes and the site includes a single-family residence, garage/office and other improvements and landscaping.

The proposed transaction (**Attachment E**) will resolve boundary line and legal description issues that have been discovered and is the culmination of nearly three years of negotiations between OSMF staff with the support of the City Attorney's Office, and the attorney for Arapahoe West, LLC, and will avoid possible litigation that may result in unfavorable outcomes for the city. As proposed:

- The city will acquire the 0.21-acre "area of questionable title" (Arapahoe West, LLC will quit claim any rights it may hold in the parcel) and ensure ongoing preservation of this area of foothill forest habitat within the Boulder Valley Comprehensive Plan area where the City of Boulder and Boulder County prioritize the protection and restoration of significant native ecosystems.
- The city will exchange 0.24 acres of land impacted by landscaping and residential activities from the Starek and Valentine Open Space properties for 0.24 acres of undeveloped land with foothill forest habitat from the Starek South CE private property owned by Arapahoe West, LLC.
 - o The 0.24 acres from Arapahoe West, LLC will be removed from the Starek South CE and acquired in fee by the city.
 - o The 0.24 acres from the City's Starek and Valentine open space properties will be acquired by Arapahoe West, LLC and added to the Starek South CE.
- Arapahoe West, LLC has also agreed to fence the property boundary with wildlife-friendly fencing; relinquish unnecessary access easement rights over the

adjacent city-owned property; and execute an amended and restated conservation easement (A&R CE) to update the legal description and overhaul and clarify the outdated easement agreement (see draft at **Attachment F**).

These conveyances are found to be necessary in order to establish clear boundaries and development setbacks where erroneous and discrepant legal descriptions, surveys and site plans have created areas of questionable title and encroachments and further described and depicted in this memo.

In accordance with Sections 175 and 177 of Article XII of the Boulder City Charter, an Open Space Board of Trustees (OSBT) recommendation is required to acquire open space land and OSBT approval and recommendation to City Council and City Council approval is required to dispose of any open space land interests. Given the property boundary discrepancies and the opportunities to correct and clarify the boundaries and update the Starek South CE, OSMP staff believe the proposed land transaction is beneficial to the city and will further OSMP Charter goals of preserving and stewarding open space. OSMP staff are recommending that City Council approve the transaction in accordance with Article XII, Section 171(c) of the Boulder City Charter.

An ordinance change is also necessary to add and remove the exchanged parcels from the Western Mountain Parks HCA. HCAs are designated by ordinance after the city manager identifies and proposes areas for restricted public use within the city's open space and mountain parks system based on criteria from the OSMP Visitor Master Plan. Therefore, any change to the boundaries of an HCA must be made by amending the ordinance that initially designated the HCA. A draft of the ordinance as well as the original ordinance designating the Western Mountain Parks HCA are attached (**Attachments A and G**).

All elements of this transaction will be subject to approval of a subdivision exemption by Boulder County Community Planning and Permitting to accept the associated boundary line adjustments.

STAFF RECOMMENDATION

Suggested Motion Language:

Staff requests council consideration of this matter and action in the form of the following motion:

1. Motion to approve the disposal of approximately 0.24 acres of open space land from the Starek South Conservation Easement property located at 308 Arapahoe, Boulder, Colorado, pursuant to Charter Sec. 177, B.R.C. 1981, and convey this city-owned land to Arapahoe West, LLC and add it to the Starek South Conservation Easement property by an amended and restated conservation easement;

AND, if the above disposal is approved

2. Motion to approve the acquisition of approximately 0.21 acres of land from Arapahoe West, LLC for open space purposes;

AND, if the above disposal and acquisition are approved

3. Motion to introduce and order published by title only Ordinance 8520 amending ordinances 7459 and 7616 ordering the designation of an additional portion of a property to, and removal of a portion of a property from, Western Mountain Parks Habitat Conservation Area pursuant to Section 8-8-2, "Habitat Conservation Area Designation," B.R.C. 1981; and setting forth related details

COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS

- **Economic** - OSMP contributes to the economic vitality goal of the city as it provides the context for a diverse and vibrant economic system that helps attract businesses and talent. The city's open space system supports the city's quality of life which attracts visitors and helps businesses recruit and retain quality employees.
- **Environmental** - OSMP is a significant community-supported program that is recognized worldwide as a leader in preservation of open space lands contributing to the environmental sustainability goal of the City Council. Approval of the transaction will enhance open space charter purposes, and enable OSMP to better steward and manage the open space in accordance with its mission and the open space charter.
- **Social** - Because OSMP lands, facilities and programs are equally accessible to all members of the community, they help to support the city's community sustainability goal because all residents "who live in Boulder can feel a part of and thrive in" this aspect of their community.

OTHER IMPACTS

- **Fiscal** - This transaction has net acreage and associated value to the city with no monetary outlay and is also coupled with the benefits of boundary clarification

and added resource protection. The landowner is also agreeing to updated and clarified terms in the A&R CE. This transaction will also avoid potential litigation and its associated costs, which could be significant.

- **Staff time** - Sufficient funding for staff time is available to process the CE Exchange.

BOARD AND COMMISSION FEEDBACK

At its March 9, 2022 meeting Caroline Miller moved the Open Space Board of Trustees to approve and recommend that City Council approve a land exchange transaction disposing of approximately 0.24 acres of land from the Starek South Conservation Easement property at 308 Arapahoe Avenue, Boulder 80302 to be owned in fee and managed by the City of Boulder for open space purposes, and conveying approximately 0.24 acres of land from the city-owned Valentine and Starek Open Space properties to be owned in fee by Arapahoe West, LLC and added to the Starek South Conservation Easement property via an amended and restated conservation easement pursuant to Article XII, Section 177, of the Boulder City Charter;

and, if a petition for referendum meeting charter requirements is not filed within sixty days of council action:

to recommend City Council approve the acquisition of approximately 0.21 acres of land from Arapahoe West LLC as depicted on Attachment E;

and if both the disposal of land and the acquisition of land as so moved are approved by council and a petition for referendum meeting charter requirements is not filed within sixty days of council action:

to recommend that City Council adopt an ordinance ordering the designation of an additional portion of the property to the Western Mountain Parks Habitat Conservation Area (HCA), and removal of the HCA designation of a portion of the property from within the HCA pursuant to Section 8-8-2, B.R.C, conditioned on the approval of the aforementioned land exchange transaction and acquisition.

All of which are conditioned on Boulder County's approval of associated boundary line adjustments. Karen Hollweg seconded. This motion passed unanimously 5-0.

PUBLIC FEEDBACK

This item was heard as part of the March 9, 2022 OSBT public meeting advertised in the Daily Camera on March 6. One member of the public commented in favor of the motion. A notice of Disposal of Open Space Lands was published in the Daily Camera on February 25 and 26 pursuant to section 177 of Boulder City Charter.

ANALYSIS

In 2018, Arapahoe West, LLC submitted a retroactive site plan review application to Boulder County. This application was for grading work the owners undertook on the Starek South CE to perform landscape, flood mitigation, and drainage work to address

damages purportedly from the 2013 flood as well as to install buried propane tanks and a platform for a generator in an effort to make the residence capable of operating off-grid. During review of historic development plans, surveys and conversations with Arapahoe West, LLC and Boulder County staff, several survey and boundary discrepancies were identified. In addition, city and county staff and the property owner discovered that the grading work extended onto adjacent city-owned open space property. As part of a broader resolution of all issues, this area is being restored under OSMP staff management at the expense of Arapahoe West, LLC.

The surveys and site plans (**Attachment H**) performed over time raised substantial questions regarding the property boundaries, including an approximately 20-foot-wide strip on land identified as an “area of questionable title” between the Gabrel Open Space and the Starek South CE properties. The discrepant boundaries are traced in part to a 1985 subdivision and boundary line adjustment of the parcels. Relying on what are now known to be inconsistent legal descriptions and surveys, Arapahoe West, LLC and its predecessors have constructed structures approved by both the county and the city, which may have little or no setback from property lines depending upon the correct property lines – resulting in development activities in very close proximity to the Western Mountain Parks HCA. The owners have also performed landscaping on areas staff have identified as city owned as well, relying on the inconsistent legal descriptions and surveys.

OSMP and CAO staff have since worked with Arapahoe West, LLC to understand the survey and legal description discrepancies. In lieu of potential litigation, the parties have assembled a proposed acquisition and land exchange transaction to establish clear property boundaries, and have prepared legal descriptions, surveys, and development setbacks to resolve the discrepancies and avoid encroachments.

When OSMP considers the acquisition or disposal of an open space land interest or amending a conservation easement, staff consider the impacts and benefits of the proposal and whether it will enhance open space land interests and charter purposes. The proposed transaction will result in developed/impacted land remaining with the private residential site (and within the conservation easement) and undeveloped land with natural resource value under city ownership within the Western Mountain Parks HCA. As proposed:

- The city will acquire the 0.21-acre “area of questionable title” (Arapahoe West, LLC will quit claim any rights it may hold in the parcel) and ensure ongoing preservation of this area of foothill forest habitat within the Boulder Valley Comprehensive Plan area where the City of Boulder and Boulder County prioritize the protection and restoration of significant native ecosystems.
- The city will exchange 0.24 acres of land impacted by landscaping and residential activities from the Starek and Valentine Open Space properties for 0.24 acres of undeveloped land with foothill forest habitat from the Starek South CE private property owned by Arapahoe West, LLC (**Attachment E**).

- The 0.24 acres from Arapahoe West, LLC will be removed from the Starek South CE and acquired in fee by the city.
- The 0.24 acres from the City's Starek and Valentine Open Space properties will be acquired by Arapahoe West, LLC and added to the Starek South CE.
- Arapahoe West, LLC has also agreed to fence the property boundary with wildlife-friendly fencing; relinquish unnecessary access easement rights over the adjacent city-owned property; and execute an amended and restated conservation easement ("A&R CE") to update the legal description and overhaul and clarify the outdated easement agreement (see draft at **Attachment F**).

The A&R CE will replace the current conservation easement agreement and amendments and will further protect open space charter purposes and the Starek South CE property's scenic and natural resources. Important updates provided by the A&R CE include:

- Identification of the property's important conservation values and update the legal description.
- Further clarifies and specifies permitted structures and identifies a building envelope and no-build zone.
- Restricts non-native species outside the building envelope and requires consultation with OSMP regarding plantings within the building envelope.
- Restricts grading, contouring and other modifications outside the building envelope.
- Clarifies right of entry for monitoring and enforcement.

An ordinance change is a necessary part of this transaction to add and remove the exchanged parcels from the Western Mountain Parks HCA. HCAs are designated by ordinance after the city manager identifies and proposes areas for restricted public use within the city's open space and mountain parks system based on criteria from the OSMP Visitor Master Plan. Therefore, any change to the boundaries of an HCA must be made by amending the ordinance that initially designated the HCA. Since the 0.45-acres to be acquired in this transaction includes similar natural resources as the adjacent lands within the Western Mountain Parks HCA, staff recommends it be added to the HCA and similarly restricted. Additionally, approximately 0.05 acres of land proposed to be disposed to Arapahoe West, LLC lies within the HCA and is recommended for removal since it will be in private ownership. A draft of the proposed ordinance is attached as **Attachment A**.

All elements of this transaction are conditioned on approval of a subdivision exemption by Boulder County Community Planning and Permitting to accept the associated boundary line adjustments.

CONCLUSION

Given the net increase in protected acreage, the higher resource value of the added foothills forest habitat to be protected, and the opportunity to clarify property boundaries

and update the conservation easement, OSMP staff believe the proposed acquisition, land exchange, and amendment to the HCA are of net benefit to the city. Therefore, to better protect open space charter purposes and the open space's natural resources, OSMP is recommending this transaction for approval. OSMP believes this will further OSMP charter goals of preserving open space and allow for more effective stewardship and management of the open space in the long term.

NEXT STEPS

If the acquisition, land exchange and A&R CE are approved, the city and Arapahoe West, LLC will seek a boundary line adjustment from Boulder County Community Planning and Permitting and if approved, OSMP and CAO will work with Arapahoe West, LLC to finalize and execute the conveyance documents.

ATTACHMENTS

- **Attachment A** - Proposed Ordinance 8520
- **Attachment B** - Vicinity Map
- **Attachment C** - Location Map
- **Attachment D** - 1992 Starek South Conservation Easement with Amendments
- **Attachment E** - Proposed Land Acquisition and Exchange Map
- **Attachment F** - DRAFT Amended and Restated Conservation Easement
- **Attachment G** - Ordinance 7459
- **Attachment H** - Surveys and Site Plans

ORDINANCE 8520

AN ORDINANCE AMENDING ORDINANCES 7459 AND 7616 ORDERING THE DESIGNATION OF AN ADDITIONAL PORTION OF A PROPERTY TO, AND REMOVAL OF A PORTION OF A PROPERTY FROM, THE WESTERN MOUNTAIN PARKS HABITAT CONSERVATION AREA PURSUANT TO SECTION 8-8-2, B.R.C. 1981; AND SETTING FORTH RELATED DETAILS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. Purpose and Findings.

- (a) The purpose of this ordinance is to implement the policies and recommendations approved by the city council on April 12, 2005 in the Open Space and Mountain Parks Visitor Master Plan. This ordinance is subject to referendum as provided in the city charter.
- (b) Ordinance 7459 designated Western Mountain Parks as a habitat conservation area. The Western Mountain Parks Habitat Conservation Area was expanded by Ordinance 7616.
- (c) Pursuant to Section 8-8-2, "Habitat Conservation Area Designation," B.R.C. 1981, the city manager has identified and proposed the areas described in this ordinance for addition to or removal from restricted public use because the area would, or would not, appropriately constitute a habitat conservation area within the city's open space and mountain parks system based upon the criteria set forth in the Open Space and Mountain Parks Visitor Master Plan.
- (d) The city manager has sought and received advice and comments from the Open Space Board of Trustees on the areas included in this ordinance.

Section 2. Council hereby amends Ordinance 7459 and Ordinance 7616 to order the designation of approximately 0.45 acres of land located adjacent to the Western Mountain Parks Habitat Conservation Area, and the removal of approximately 0.05 acres of land located within the Western Mountain Parks Habitat Conservation Area, as described on Exhibit “A” to this ordinance, pursuant to Section 8-8-2, “Habitat Conservation Areas Designation,” B.R.C. 1981.

Section 3. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city, and covers matters of local concern.

Section 4. The city council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the city clerk for public inspection and acquisition.

INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED BY
TITLE ONLY this ____ day of _____, 2022.

Aaron Brockett,
Mayor

Attest:

Elesha Johnson,
City Clerk

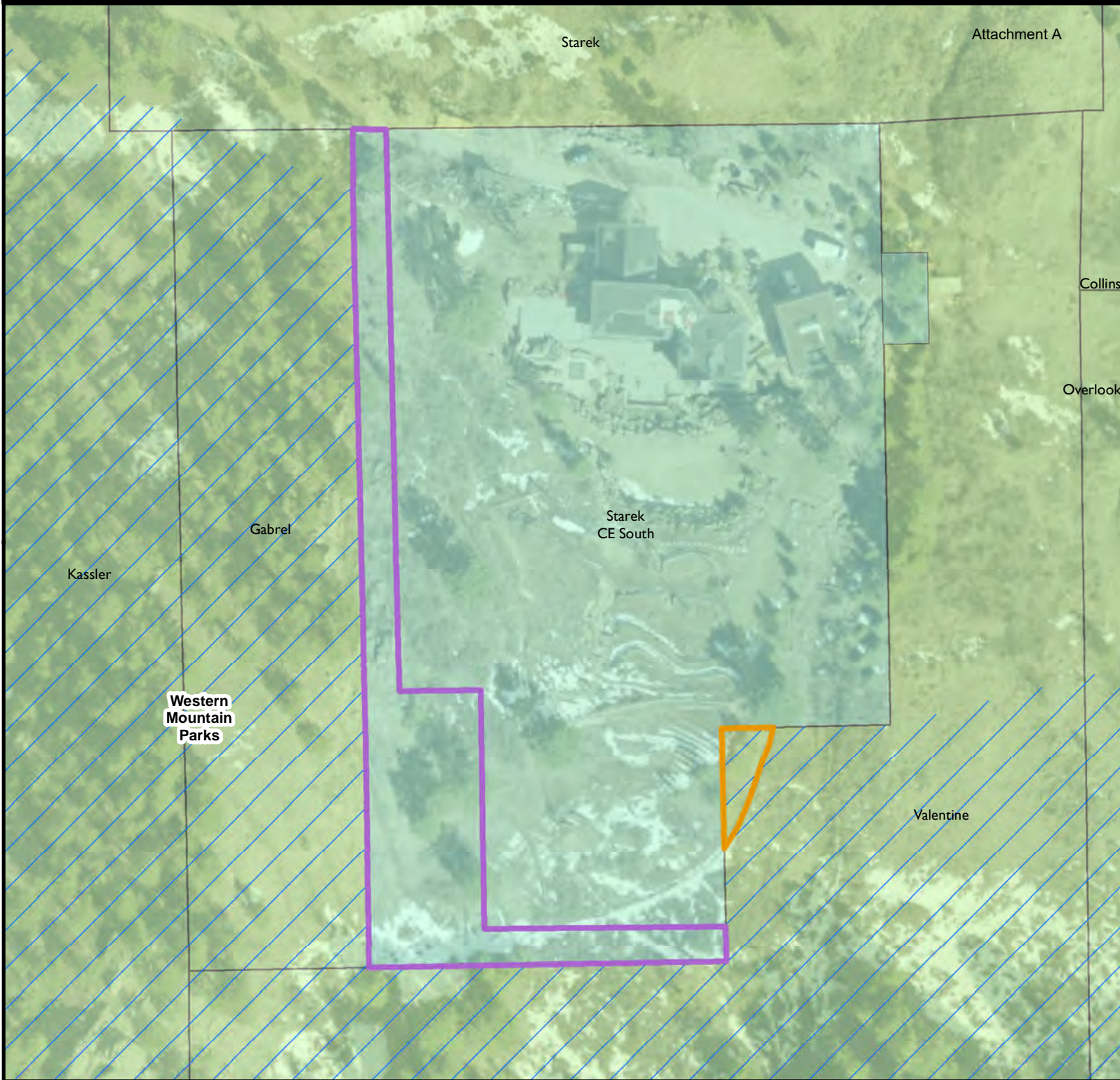
1 READ ON SECOND READING, PASSED AND ADOPTED this ____ day of
2 _____, 2022.

5 _____
Aaron Brockett,
Mayor

6 Attest:

8 _____
Elesha Johnson,
9 City Clerk

Draft: Amendment to Western Mountain Parks HCA



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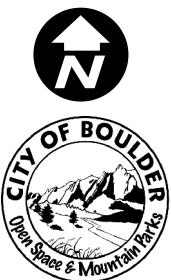
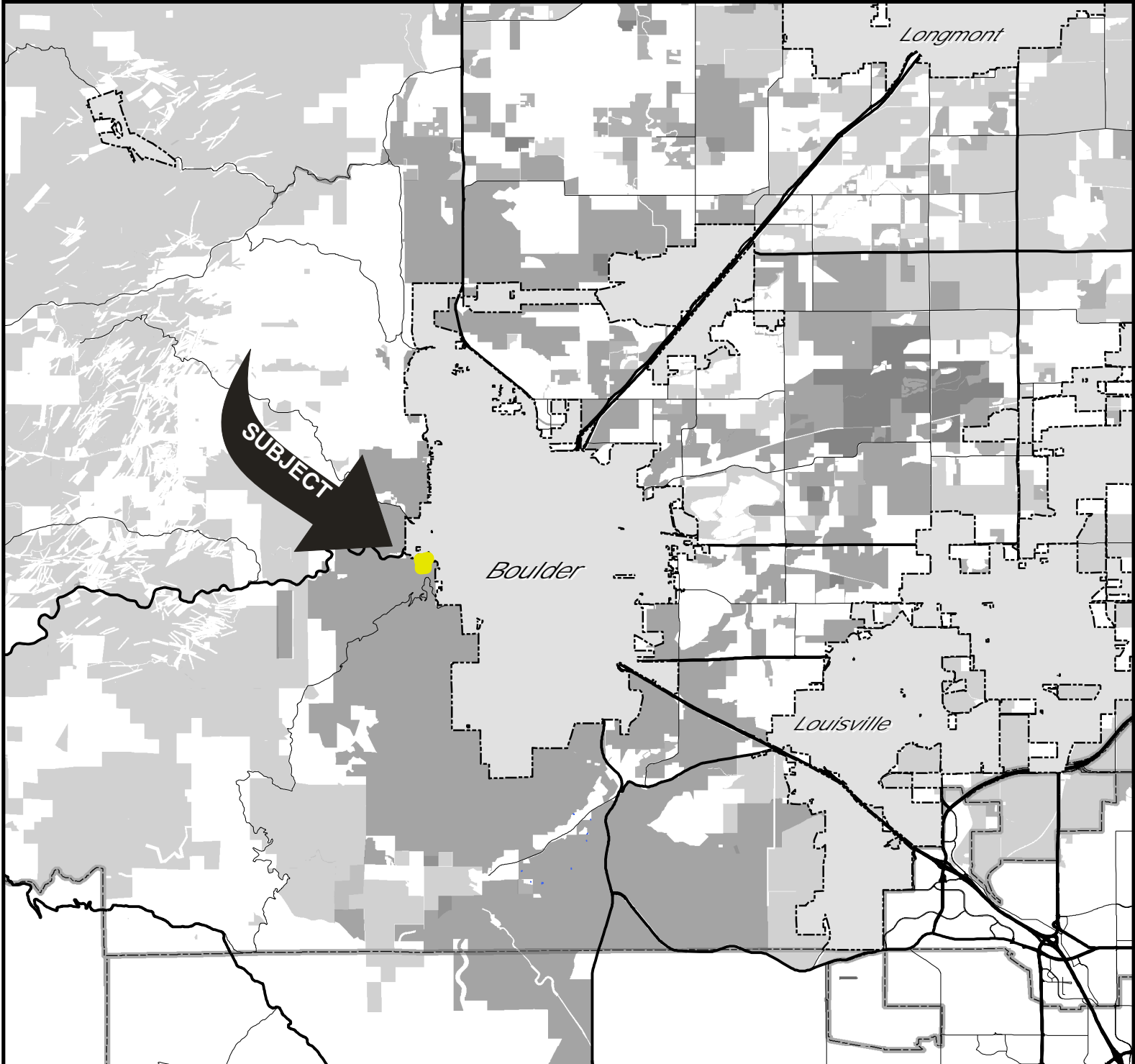
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0 40 80 120 160 Feet

Legend

- Addition to HCA
- Removal from HCA
- / / Habitat Conservation Area
- OSMP Fee Ownership
- OSMP Easement

ATTACHMENT B: Vicinity Map Starek/Valentine



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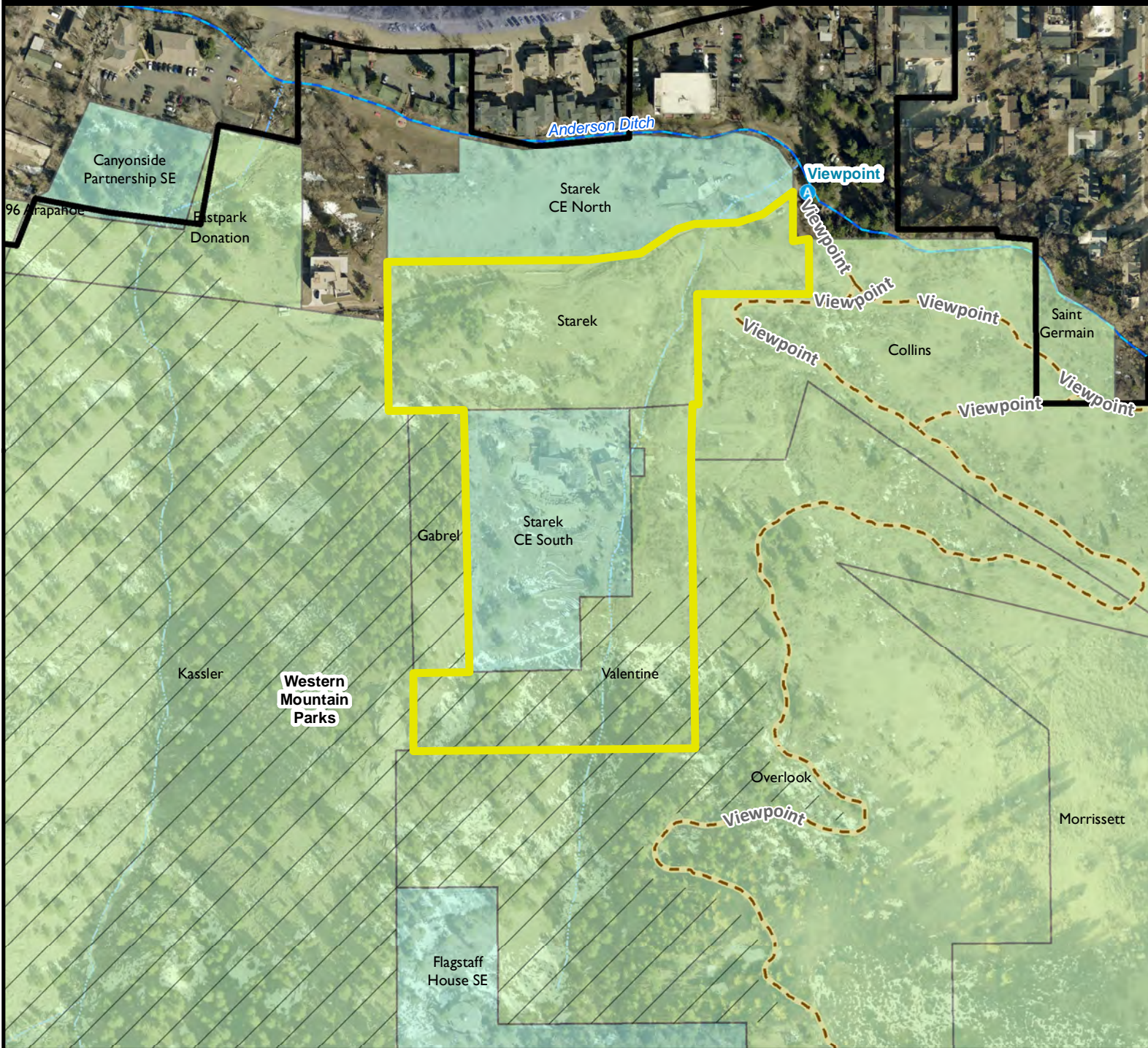
0 1 2 3 4 5 Miles

Legend

- Boulder City Limits
- County Boundaries
- Highway
- Roads
- Subject Property
- City of Boulder OSMP
- Other Public Lands

Approximate property boundaries from Boulder County Assessor's data.

Attachment C: Location Map Starek/Valentine



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0 150 300 450 600 Feet

Legend

- Subject Properties
- Habitat Conservation Area

OSMP Land

Interest Type

- OSMP Fee Ownership
- OSMP Joint Ownership
- OSMP Joint Easement
- OSMP Easement

CONSERVATION EASEMENT LIMITING DEVELOPMENT RIGHTS

4-1

This Conservation Easement is granted by Alice and Karel Starek ("Grantor") on the 23rd day of December, 1992, to the City of Boulder ("Grantee" or "City"), a Colorado home rule city.

WHEREAS, the Grantor is the owner of the Property described in Exhibit A attached and incorporated herein by reference (the "Property"); and

WHEREAS, the parties intend to preserve the Property for open space and residential purposes; and

WHEREAS, the parties intend to restrict the development of the Property to a single-family dwelling and accessory structures;

NOW THEREFORE, for good and valuable consideration, the Grantor hereby grants and conveys to the City a Conservation Easement in gross limiting the development on, and over the Property to one single-family residence and accessory structures as allowed by zoning regulations of the controlling governmental jurisdiction at the time of any building permit application, pursuant to CRS 38-30.5-101 et. seq. However, 38-30.5-101, et.seq. notwithstanding, it is the parties' intent that the terms of this easement shall exist in perpetuity.

The terms of this easement are as follows:

1. Grantee shall have the right by and through the provisions herein to preserve and protect the Property by restricting its use to a single-family residence and to open space purposes.
2. Grantee shall have the right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the rights granted herein. Grantee shall not be deemed to waive or forfeit the rights to take any action to insure compliance herewith by any failure to act.
3. Except as expressly granted herein, Grantor reserves all rights as owner of the Property, including the right to use the Property for all purposes not inconsistent herewith and in compliance with zoning ordinances of the controlling governmental jurisdiction.
4. Grantor shall not use the Property or allow the Property to be used in a manner inconsistent with the spirit and purposes stated herein.

20

4.2

5. Grantor may restrict public access to the Property.
6. Except as provided in Paragraph 8 herein, there shall be no construction or placing or maintenance of any commercial or industrial structure or use on the Property, including, but not limited to, a feed lot, a commercial chicken farm, a junk yard, a vehicle or vehicle replacement parts storage area, parking lot, or a horse, dog, motorcycle, bicycle or automobile race track, golf course, helicopter or airplane landing area, or a sign, billboard, or other advertising material, except one sign of not more than 12 square feet in area, to advertise the sale, hire or lease of the Property. Any sign shall be in compliance with the sign code regulations of the controlling governmental jurisdiction.
7. There shall be no mining or extraction of minerals on the Property, including but not limited to clay, sand, gravel, oil and gas. There shall be no dumping or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material.
8. Grantor shall have the right to construct or reconstruct a maximum of one single-family residence and related buildings and structures if such structures are constructed and used as accessory structures only to the residential use. The single-family residence and accessory structures shall be in accordance with land use regulations of the controlling governmental jurisdiction at time of construction or reconstruction and shall be located on the Property only at the site of the existing single-family residence. Such dwelling may only be used for single-family purposes consistent with the spirit and purposes of this Conservation Easement. Any new construction or reconstruction of such dwelling and accessory structures shall be restricted to a maximum structure height of thirty (30) feet, where "height" is determined as described in City of Boulder Revised Code 1981, Title 9 Land Use Regulation, Section 9-1-3(a)(33). Square footage on the main level of the residence shall be restricted to a maximum of three thousand (3,000) square feet, and square footage of any allowed accessory structure, including an attached garage, shall be restricted to one thousand (1,000) square feet. All construction or reconstruction of such dwelling shall be subject to review and approval by the Boulder County Land Use Department, or the City of Boulder, whichever shall be the existing jurisdiction at the time of the Building Permit Application.
9. Grantor shall be responsible for the construction and maintenance of all fences and gates on the Property.
10. All notices under this agreement shall be given by registered or certified mail, postage prepaid, directed as follows, and shall be deemed given on the date of mailing:
 - a. If intended for Grantor:

Alice and Karel Starek
 308 Arapahoe
 Boulder, CO 80302

4-3

b. If intended for City:

City Manager
 c/o Director of Real Estate/Open Space
 P.O. Box 791
 Boulder, CO 80306

11. The terms of this Conservation Easement shall be binding upon Grantor and its agents, personal representatives, heirs, lessees, and assigns, and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.
12. This instrument and the attached exhibits contain the entire agreement between the parties relating to the Conservation Easement on the Property, and may be modified only by an instrument in writing executed by all parties.
13. The parties agree that all of the terms, conditions, covenants and agreements herein set forth and contained shall run with the Property and be binding upon and inure to the benefit of the parties hereto, their agents, personal representatives, heirs, lessees, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the day and year first above written.

GRANTEE:
 City of Boulder

GRANTOR:

By: [Signature]
 City Manager

By: [Signature] 12/2/92
 Alice Starek

ATTEST:

[Signature]
 Director of Treasury and
 Ex-Officio City Clerk

[Signature] 12/2/92
 Karel Starek

Approved as to form

[Signature]
 City Attorney

EXHIBIT A: CONSERVATION EASEMENT LIMITING DEVELOPMENT RIGHTS

308 ARAPAHOE

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH P.M.; THENCE SOUTH 00°42'00" EAST, 617.46 FEET ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT 690.00 FEET NORTH 00°42'00" WEST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 09°25'48" EAST, 494.29 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO THE WEST LINE OF THE EAST FIVE ACRES OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00°45'45" WEST, 613.65 FEET ALONG SAID LINE TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST

1/4; THENCE SOUTH 89°52'00" WEST, 493.64 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; EXCEPT THAT TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 NORTH 00°42'00" WEST, 690.00 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°25'48" EAST, 494.29 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO THE WEST LINE OF THE EAST FIVE ACRES OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 89°52'00" WEST, 100.00 FEET ALONG SAID LINE; THENCE SOUTH 00°45'45" EAST, 72.50 FEET PARALLEL WITH THE WEST LINE OF THE EAST FIVE ACRES OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89°25'48" EAST, 25.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 00°45'45" EAST, 50.00 FEET PARALLEL WITH THE WEST LINE OF THE EAST FIVE ACRES OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 89°25'48" WEST, 95.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 00°45'45" EAST, 130.00 FEET PARALLEL WITH THE WEST LINE OF THE EAST FIVE ACRES OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 89°25'48" WEST, 199.13 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 00°42'00" WEST, 467.28 FEET PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 89°52'00" WEST, 100.00 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 00°42'00" EAST, 617.46 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT 12.00 FEET IN WIDTH LYING 6.00 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND EXTENDING FROM THE WEST LINE OF THAT TRACT OF LAND WHICH HAS DECLARED A PUBLIC HIGHWAY BY DECREE RECORDED AS RECEPTION NO. 837907 OF THE BOULDER COUNTY, COLORADO RECORDS TO THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED RECORDED ON FILM 769, SOUTH 54°00'00" WEST, 1.15 FEET TO A POINT ON THE WEST LINE OF THAT TRACT OF LAND DECREE TO A PUBLIC HIGHWAY BY DECREE RECORDED AS RECEPTION NO. 837907 OF THE BOULDER COUNTY, COLORADO RECORDS, THE TRUE POINT OF BEGINNING; THENCE SOUTH 54°00'00" WEST, 62.35 FEET; THENCE SOUTH 72°10'00" WEST 49.50 FEET; THENCE SOUTH 88°10'00" WEST, 77.70 FEET; THENCE SOUTH 77°30'00" WEST, 30.00 FEET; THENCE SOUTH 57°08'00" WEST, 78.90 FEET; THENCE SOUTH 83°21'00" WEST, 92.90 FEET; THENCE SOUTH 55°03'00" WEST, 65.30 FEET; THENCE SOUTH 89°15'00" WEST, 72.00 FEET; THENCE SOUTH 82°40'40" WEST, 212.00 FEET; THENCE SOUTH 69°30'00" WEST, 38.25 FEET; THENCE SOUTHWESTERLY 39.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 83.90 FEET, A CENTRAL ANGLE OF 27°10'00" AND THE CHORD OF WHICH ARC BEARS SOUTH 83°05'00" WEST, 39.41 FEET TO A POINT TANGENT; THENCE NORTH 83°20'00" WEST, 38.83 FEET; THENCE SOUTH 82°40'00" WEST, 75.55 FEET; THENCE SOUTHERLY 46.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 18.00 FEET AND A CENTRAL ANGLE OF 148°45'00" TO A POINT TANGENT; THENCE SOUTH 66°05'00" EAST, 179.57 FEET; THENCE SOUTH 68°33'00" EAST 76.10 FEET; THENCE SOUTH 61°26'00" EAST, 95.72 FEET; THENCE SOUTH 75°53'00" EAST, 119.23 FEET; THENCE SOUTH 66°58'00" EAST, 172.90 FEET TO A POINT ON THE EAST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED RECORDED ON FILM 769, RECEPTION NO. 15703; COUNTY OF BOULDER, STATE OF COLORADO.



1812215
Page 1 of 4
88/11/1998 10:28A
Boulder County Clerk, CO AND EASEMENT R 21:00 D 8.88

Attachment D - Starek South CE

**AMENDMENT
TO
CONSERVATION EASEMENT
LIMITING DEVELOPMENT RIGHTS
DATED DECEMBER 23, 1992**

2094 This Amendment to Conservation Easement Limiting Development Rights is entered into this day of May, 1998, by and between PAUL TURNER ("Turner"), and the CITY OF BOULDER, a Colorado home rule city ("City").

WHEREAS, the City is the grantee of that certain Conservation Easement Limiting Development Rights ("Conservation Easement") dated December 23, 1992, and recorded in the office of the Boulder County Clerk and Recorder on December 30, 1992, at Film 1788 at Reception No. 01252850; and

WHEREAS, Turner purchased the real property subject to the Conservation Easement on July 18, 1996 and is presently the current owner; and

WHEREAS, the parties desire to amend the Conservation Easement to allow Turner to construct an accessory building under Boulder County Land Use Department Docket No. SPR-98-009: TURNER 2 Home Office/Workshop.

NOW, THEREFORE, for good and valuable consideration, Turner and the City hereby agree to the following:

1. Paragraph 8 of the Conservation Easement is amended in its entirety to read as follows:

Grantor shall have the right to construct or reconstruct on the Property one (1) single-family residence and three (3) related accessory structures consisting of one (1) office/workshop building, one (1) gazebo and one (1) swimming pool in accordance with the following:

a. The single family residence and accessory structures shall comply with and be subject to the land use and building regulations of the local government having land use and building permit jurisdiction over the Property at the time of construction or reconstruction.

b. The single family residence and the accessory structures shall be located in the areas shown on the "Site Plan" attached hereto as Exhibit A and incorporated herein by reference.

c. The single family residence and the accessory structure may only be used for single family purposes consistent with the spirit and intent of this Conservation Easement.

Any new construction or reconstruction of the single family residence and accessory structures shall be restricted to a maximum structure height of thirty (30) feet as "height" is determined pursuant to the City of Boulder Revised Code 1981, Title 9 Land Use

FD

Regulations, Section 9-1-3(a)(33). Square footage on the main level of the single family residence shall be restricted to a maximum of three thousand (3,000) square feet. All construction or reconstruction of such structures shall be subject to review and approval by the Boulder County Land Use Department or the City of Boulder, whichever shall be the jurisdiction governing issuance of building permits for the Property at the time of the building permit application.

d. The parties acknowledge and agree that the existing accessory structures on the Property consist of a cottage and a workshop. Turner shall have the right to demolish the workshop and cottage and remove them from the Property. No structures shall be allowed to be rebuilt in the area of the existing workshop. Turner shall have the right to build a new office/workshop building in the area of the existing cottage as shown on attached Exhibit A containing not more than two levels and which shall consist of no more than 870 square feet of office space and 290 square feet of outside, unenclosed patio area on the upper level, and 997.3 square feet of workshop space on the lower level. The patio area shall not be enclosed in the future but may have a roof. The new office/workshop accessory structure shall not be used for any purpose inconsistent with its use as a private office and workshop.

e. Turner shall have the right to construct and install one nonhabitable gazebo structure containing not more than 500 square feet on a single floor in the proposed location envelope for a gazebo shown on attached Exhibit A. The gazebo structure may have a roof but no walls and no plumbing and shall not exceed fifteen (15) feet in height.

f. Turner shall have the right to construct a pool of the size and in the location as shown on attached Exhibit A. The pool shall not have any building structure over it and shall not be enclosed by any building structure to become an indoor pool or to be connected to the single family residence.

g. Except as provided herein, no additional structures will be built on the Property.

2. Except as set forth herein, all other terms and conditions of the Conservation Easement Limiting Development Rights shall remain in full force and effect in accordance with its original terms, as evidenced by the parties' signatures hereon.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the day and year first above written.

CITY OF BOULDER

By: 

City Manager


Paul Turner

ATTEST:

Alvin D. Lewis for
Director of Treasurer and Ex-Officio
City Clerk

Approved as to Form:

gah
City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

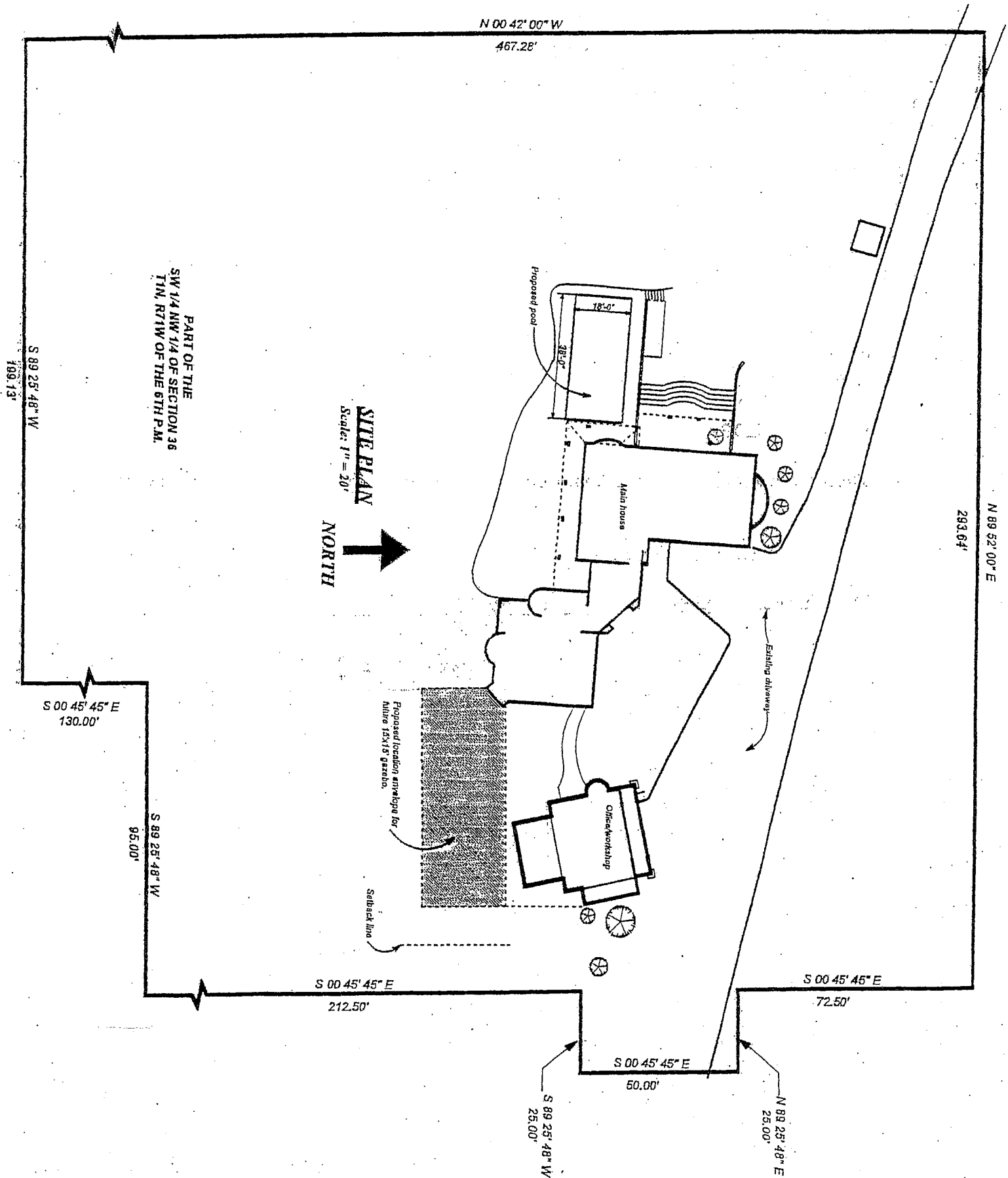
The foregoing instrument was acknowledged before me this 22nd day of May, 1998, by Paul Turner.

Witness my hand and official seal.

My commission expires:

3/30/99

Lia M. Rost
Notary Public



03912440

09/08/2021 09:40 AM

RF: \$38.00

DF: \$0.00

Page: 1 of 6

Electronically recorded in Boulder County Colorado. Recorded as received.

SECOND AMENDMENT TO CONSERVATION EASEMENT LIMITING DEVELOPMENT RIGHTS

This Second Amendment to Conservation Easement Limiting Development Rights, is entered into this 31 day of August, 2021 between Arapahoe West, LLC, ("Grantor") and the City of Boulder, a Colorado home rule city (the "City" or "Grantee") (collectively the "Parties").

RECITALS

WHEREAS, the City is the Grantee of that certain Conservation Easement Limiting Development Rights (the "Conservation Easement") dated December 23, 1992, and recorded at Reception No. 01252850 on December 30, 1992 in the records of the Boulder County Clerk and Recorder, over real property located at 308 Arapahoe Ave, Boulder, CO 80302 (the "Property"); and

WHEREAS, the Conservation Easement was amended and the City is the Grantee of that certain Amendment to Conservation Easement Limiting Development Rights (the "First Amendment") dated May 22, 1998, and recorded at Reception No. 1812215 on June 11, 1998 in the records of the Boulder County Clerk and Recorder; and

WHEREAS, the City and Arapahoe West, LLC, who purchased the Property on July 6, 2005 and is presently the owner of the Property, desire and agree to amend the First Amendment to modify the permitted accessory structures identified therein to remove the gazebo and substitute a greenhouse, cargo box and generator.

WHEREAS, the City has determined that this Second Amendment constitutes a minor amendment under the City's Conservation Easement Amendment Policy because it more clearly defines activities to include items not foreseen at the time of execution of the Conservation Easement; and

WHEREAS, this minor amendment will be of neutral impact to the conservation values of the Property by substituting permitted accessory structures of equal total square footage as previously permitted; and

WHEREAS, Arapahoe West, LLC has applied to construct a greenhouse under Boulder County Land Use Department Docket SPR-18-0009 and install a dual fuel generator under Docket BP-18-0298.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. The Recitals, above, are incorporated herein and made a part of the Agreement by this reference.
2. The introductory paragraph and subsection e. of section 8 of the Conservation Easement are amended are amended in their entirety as follows:

Grantor shall have the right to construct or reconstruct on the Property one (1) single-family residence and the following related accessory structures consisting of

one (1) office/workshop building, one (1) greenhouse, one (1) dual fuel generator, one (1) cargo box, and one (1) swimming pool in accordance with the following:

e. Grantor shall have the right to construct and install one uninhabitable greenhouse structure not to exceed 390 square feet; one cargo box not to exceed 80 square feet; and a thirty (30) square foot dual fuel generator to be located on the existing cement slab. These new structures shall be constructed generally in the locations which are as shown on attached Exhibit A-1, which is for location reference only and is not a survey, and shall not exceed fifteen (15) feet in height as "height" is determined pursuant to section 1, chapter 16, title 9, "General Definitions," City of Boulder Revised Code 1981.

3. The Parties acknowledge and agree that at the time of this Second Amendment, the single-family residence, the swimming pool and the office/workshop contemplated in the First Amendment have been constructed.
4. All other terms and conditions of the Conservation Easement shall remain unmodified and in full force and effect.
5. By agreeing to enter into this Second Amendment at this time, the City in no manner waives any claims it may have against the owners or occupants of the Property for damages or sanctions arising out of entry onto or damage to City-owned property adjacent to the Property.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed on this 31st day of August, 2021.

GRANTOR:

Arapahoe West, LLC, a Colorado limited liability company

By: [Signature]

Name: Jennifer L. Abate

Title: member

By: [Signature]

Name: Eric D. Warner

Title: member

STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

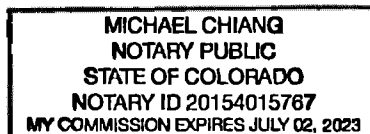
SUBSCRIBED AND SWORN to before me, a notary public, this 24 day of August by Eric Warner as member for Arapahoe West, LLC.

Witness my hand and official seal.

My commission expires: 07/02/2023

(SEAL)

[Signature]
Notary Public



STATE OF COLORADO)

) ss.

COUNTY OF BOULDER)

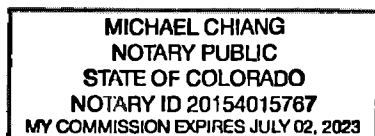
SUBSCRIBED AND SWORN to before me, a notary public, this 24 day of August by Jennifer Abate, as Member for Arapahoe West, LLC.


Witness my hand and official seal.

My commission expires: 07/02/2023

(SEAL)

[Signature]
Notary Public



GRANTEE:**CITY OF BOULDER**_____
City Manager**ATTEST:**

City Clerk**APPROVED AS TO FORM:**

City Attorney's Office 08-31-2021

EXHIBIT A-1
New Structure Location Envelopes

**LEGEND:**

- Property Boundary - 2020 Survey
- Certain Permitted Accessory Structures



Date: August 2021
Scale: 1 in = 65 ft

**Exhibit A-1. Second Amendment
to Conservation Easement
Limiting Development Rights
308 Arapahoe Avenue**

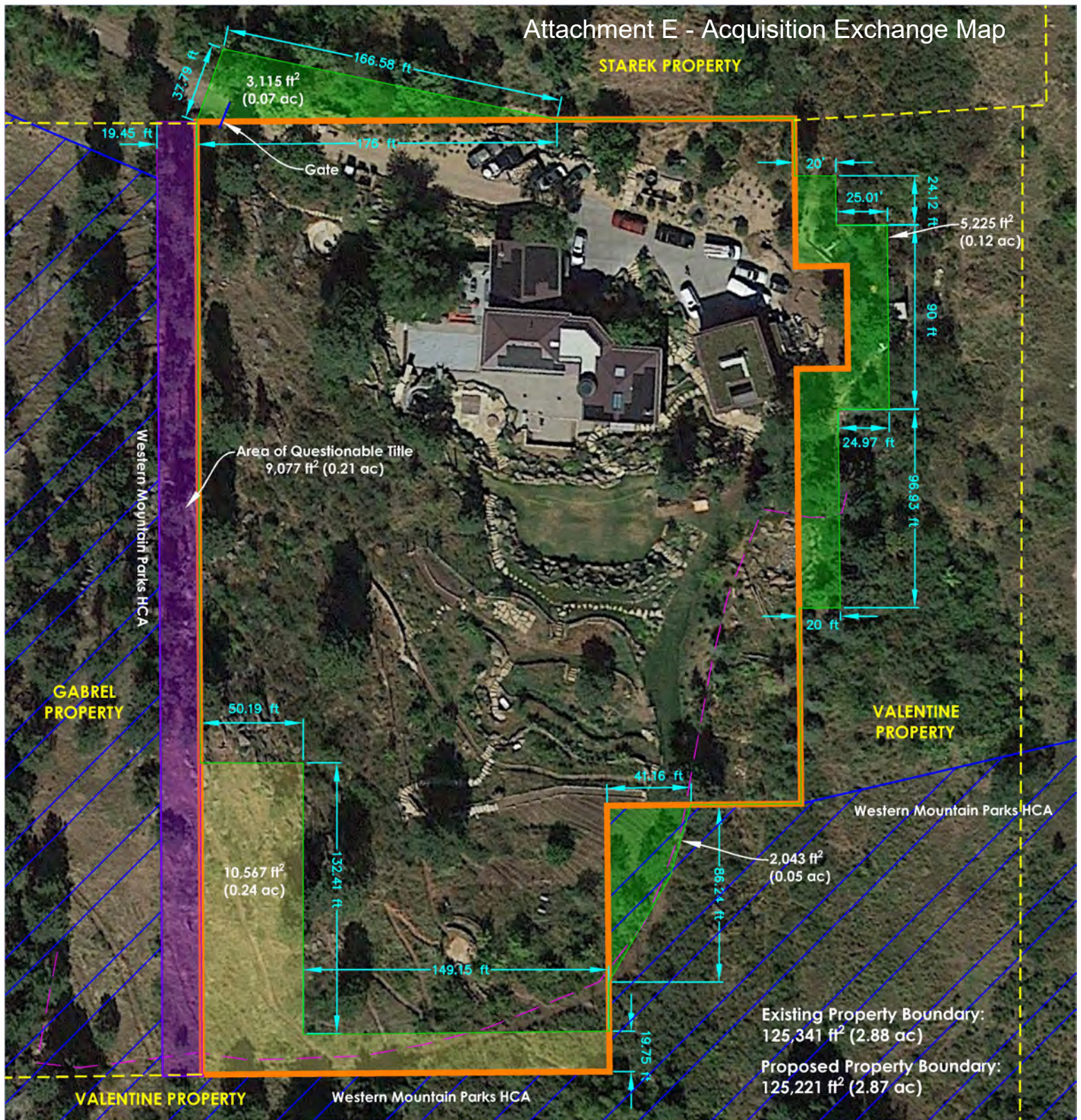
Prepared by:



Birch Ecology LLC

429 Main Street
P.O. Box 170
Lyons, CO 80540
(720) 350-2530
www.birchecology.com

Attachment E - Acquisition Exchange Map



LEGEND:

- Recently Surveyed Property Boundary
- Proposed Property Boundary*
- City to Arapahoe West, LLC*
- Arapahoe West, LLC to City*
- Area of Questionable Title to City*
- Western Mountain Parks HCA
- Split-Rail Fence from 2005 Survey



Date: March 2022
Scale: 1 in = 65 ft

*Boundaries were estimated in AutoCAD and are approximate. Precise boundaries should be determined by a surveyor.

prepared by:



Birch Ecology LLC
429 Main Street
P.O. Box 170
Lyons, CO 80540
(720) 350-2530
www.birchecology.com

NOTICE: GRANTOR AGREES TO GIVE WRITTEN NOTICE TO THE CITY OF BOULDER OF THE TRANSFER OF ANY INTEREST IN THE PROPERTY TO WHICH THIS CONSERVATION EASEMENT APPLIES PURSUANT TO SECTION 40 HEREOF AT LEAST TWENTY (20) DAYS PRIOR TO THE DATE OF SUCH TRANSFER.

**AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT
IN GROSS**

THIS AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT IN GROSS ("Easement") is entered into this ____ day of _____, 2021, by and between Arapahoe West, LLC, a Colorado limited liability company ("Grantor"), and the City of Boulder, a Colorado home rule city ("Grantee") (collectively, the "Parties").

RECITALS

A. Grantor is the sole owner of approximately 2.88 acres of land in Boulder County, Colorado legally described and generally depicted on the map attached hereto as **Exhibit A** ("Property").

B. Grantee is a governmental entity statutorily authorized to be a grantee of conservation easements, as set forth in C.R.S. §§ 38-30.5-104(2), whose Charter in Article XII, Section 176, provides that open space land shall be acquired, maintained, preserved, retained, and used only for the following purposes: (a) Preservation or restoration of natural areas characterized by or including terrain, geologic formations, flora, or fauna that are unusual, spectacular, historically important, scientifically valuable, or unique, or that represent outstanding or rare examples of native species; (b) Preservation of water resources in their natural or traditional state, scenic areas or vistas, wildlife habitats, or fragile ecosystems; (c) Preservation of land for passive recreational use, such as hiking, photography or nature studies, and, if specifically designated, bicycling, horseback riding, or fishing; (d) Preservation of agricultural uses and land suitable for agricultural production; (e) Utilization of land for shaping the development of the city, limiting urban sprawl, and disciplining growth; (f) Utilization of non-urban land for spatial definition of urban areas; (g) Utilization of land to prevent encroachment on floodplains; and (h) Preservation of land for its aesthetic or passive recreational value and its contribution to the quality of life of the community.

C. The Property is encumbered by that certain Conservation Easement Limited Development Rights and is recorded in the real estate records of Boulder County, Colorado, on December 30, 1992, at Reception Number 01252850, as amended by that certain Amendment to Conservation Easement Limiting Development Rights Dated December 23, 1992, that is recorded in the real estate records of Boulder County, Colorado on June 11, 1998, at Reception Number 1812215 and as further amended by that certain Second Amendment to Conservation Easement Limiting Development Rights Dated August 31, 2021, that is recorded in the real estate records of Boulder County, Colorado on September 8, 2021, at Reception Number 3912440, which are collectively referred to as "Original Conservation Easement."

D. This Easement shall supersede and replace in its entirety the Original Conservation Easement, except that the effective date of the Original Conservation Easement shall remain in full force and

effect.

E. This Easement encumbers additional land not included as part of the Original Conservation Easement. Furthermore, a portion of the property encumbered by the Original Conservation Easement has been conveyed in fee simple to Grantee as part of a land trade transaction and the Parties intend that said portion of the Original Conservation Easement shall merge with Grantee's fee title interest and become part of Grantee's open space lands. All other portions of the Original Conservation Easement are included with the Property encumbered by this Easement and are identified on Exhibit A.

F. Consistent with the provisions of the Charter of the City of Boulder, Article XII, Section 176, and C.R.S. §§ 38-30.5-104, this Easement is intended to create a conservation easement in gross under article 30.5, part 1, title 38 to preserve and protect the following conservation values ("Conservation Values") on the Property:

1. Natural Areas. The Property is surrounded by land within the City's Western Mountain Parks Habitat Conservation Area and preserves small portions of relatively natural foothill forest habitat. Habitat Conservation Areas are areas designated to protect important wildlife habitats and rare plants. The Property also falls within the Boulder Valley Comprehensive Plan area where the City of Boulder and Boulder County prioritize the protection and restoration of significant native ecosystems.

2. Water Resources. This Easement helps preserve riparian areas lying along an ephemeral gulch on the east side of the Property.

3. Urban Shaping. The Property is designated in the Boulder Valley Comprehensive Plan as Area III-Rural Preservation Area where the City of Boulder and Boulder County intend to preserve existing rural land uses and character. By limiting development and restricting uses on the Property, this Easement preserves rural land uses and character, shapes development, and limits urban sprawl on lands buffering the City of Boulder.

4. Scenic Areas & Vistas. This Easement preserves scenic areas and vistas for the visual enjoyment of the general public providing visual access to and across City of Boulder Open Space and backed by the mountain backdrop from Arapahoe Avenue and the Viewpoint Trail.

G. The Property's Conservation Values provide significant public benefit to the people of the City of Boulder, the County of Boulder, and of the State of Colorado, and are worthy of preservation.

H. Grantor desires to use the Property in a manner consistent with this Easement and in a manner which helps protect the Property's Conservation Values.

I. Grantor and Grantee intend to prevent development of the Property, except as provided for in this Easement. Grantor and Grantee further intend to confine uses of the Property to activities that are consistent with this Easement and to prohibit and prevent any uses of the Property that would materially impact any of the Property's Conservation Values or are otherwise inconsistent with the terms of this Easement.

J. This Easement is intended to be consistent with C.R.S. §§ 38-30.5-101, et seq., which provides for conservation easements to maintain land in a natural, scenic, or open condition, for wildlife habitat, or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

K. Grantee desires to accept the conveyance of an amended and restated conservation easement interest in the Property from Grantor to help preserve and protect the Property and its Conservation Values in perpetuity. By accepting this Easement, Grantee intends to honor Grantor's intentions stated herein, which will help preserve and protect the Property and its Conservation Values in perpetuity for the benefit of current and future generations.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the foregoing Recitals, and of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, Grantor does hereby grant and convey to Grantee, its successors and assigns, and Grantee hereby accepts, a perpetual Amended and Restated Conservation Easement in Gross, an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, et seq. and consisting of the rights and restrictions hereinafter enumerated, over and across the Property.

1. Purpose. The purpose of this Easement is to help preserve and protect the Conservation Values in perpetuity for public benefit.

2. Affirmative Rights Conveyed. The affirmative rights and interests conveyed to Grantee by this Easement are the following:

2.1. To preserve and protect the Conservation Values of the Property in perpetuity through the enforcement of the restrictions in this Easement.

2.2. To enter upon the Property upon prior reasonable notice to Grantor in order to inspect and enforce this Easement in the manner more specifically described in paragraph 6 below, and subject to the limitations described therein.

2.3. To prevent, remove, or eliminate any activity on or use of the Property that violates or is otherwise inconsistent with the terms of this Easement.

2.4. To require the restoration of such areas or features of the Property that may be damaged by any use inconsistent with the terms of this Easement.

2.5. To require Grantor to consult with Grantee regarding the negotiations of easement agreements, utility easements, right of way agreements, surface use agreements, and other agreements (other than those specifically related to the agricultural and recreational operations of the Property) that would materially impact any of the Property's Conservation Values, and to have the right to approve any such agreement prior to such agreement being executed, subject to Paragraph 4. Nothing in this Easement is intended to

require Grantee to approve any action or agreement that is inconsistent with the terms of this Easement.

2.6. To be consulted with prior to, and provide comments, consent or opposition to any application for zoning change, annexation to a municipality, 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 that is regulated by a governmental authority and not otherwise provided for in this Easement consistent with jurisdictional land use requirements as an interested party or neighboring property owner. Grantor shall provide OSMP with notice of any scheduled meetings or hearings with the governmental authority related to any such application or request and OSMP shall have the opportunity to participate in any such meetings with or hearings before any local government department, board or commission, including the City of Boulder City Council and the Boulder County Board of County Commissioners. Grantee's status as owner of an interest in the Property shall not result in any additional financial or legal responsibility for the Property by Grantee except as specifically set forth in this Easement or as Grantee may elect to undertake.

3. Reserved Rights and Restrictions. Grantor and Grantee intend that this Easement shall confine the future use of the Property to a single-family residence, a separate office/workshop, and structures and infrastructure associated with a single-family residence and an office/workshop as described below, agricultural uses, passive recreation (as defined herein below) and other related or compatible uses described herein. Some permitted uses of the Property are inconsistent with the protection and preservation of the Conservation Values and thus must be conducted in an ordinary and reasonable manner to minimize the impact to the Property's Conservation Values. Nothing herein shall be interpreted as conveying rights not otherwise permitted by local laws, codes and regulation. Uses of the Property are subject to the following rights and restrictions:

3.1 As of the date of this easement, the permitted structures currently located on the Property ("Existing Structures") include the following:

- a. One single family residence;
- b. One detached office/workshop;
- c. One unenclosed swimming pool;
- d. Covered decks and porches; and
- e. Such other minor structures, infrastructure, and improvements as currently exist and as shown in the Baseline Report, except for the existing Cargo Box described below.

Grantor reserves the right to construct, maintain, repair, and replace the above-described Existing Structures on the Property in substantially the same location where they presently exist, provided that the footprint of the Existing Structures shall not exceed their collective footprint as of the date of the Easement and shall not exceed thirty (30) feet in height above grade.

3.2. Grantor further reserves the right to construct, maintain, repair, and replace the following new structures ("New Structures"):

- a. An uninhabitable, but enclosed greenhouse, a single Cargo Box (to replace the existing Cargo Box), and a generator to be located on the existing cement slab with existing retaining walls, with a collective square-footage of these three New Structures not to exceed 500 square-feet; and
- b. Roof-mounted solar panels for a single residential solar power system serving the Existing Structures defined in Paragraph 3.1.

3.3 Except as detailed in the Baseline Report, the Existing and New Structures shall be located within the approximately ____-acre Building Envelope generally depicted on **Exhibit B** and shall not exceed thirty (30) feet in height.

3.4 Except as permitted in Paragraph 3.2, no other energy facilities requiring new structures, as defined in Paragraph 3.8, on the Property are permitted unless approved by Grantee subject to Paragraph 4. These permitted energy facilities shall primarily serve the uses permitted by this Easement to offset Grantor's energy consumption, however any renewable energy generated on the Property that incidentally is in excess of Grantor's consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by applicable laws and regulations.

3.5. Grantor may engage in generally accepted open, non-intensive, agricultural activities within the identified "Building Envelope" as depicted on the attached **Exhibit B**. Permitted agricultural uses include, but are not limited to, pasturing of a limited number of low-impact livestock such as sheep or goats that are adequately contained to keep within the Building Envelope, raising chickens, maintaining bees, raising of crops and fruit trees, and all other open agricultural activities not specifically prohibited herein, and consistent with the protection of the Conservation Values and the protection of the long-term ecological and economic viability of the land, provided that all agricultural uses are conducted using sustainable management practices in a manner that does not result in significant soil erosion or low soil quality.

3.6. Except as otherwise permitted herein or approved consistent with Paragraph 3.28, active recreation (as defined in Paragraph 31.3), intensive agriculture, agribusiness, commercial (except home office for a business carried on by Grantor), industrial, commercial lodging, open mining, retail, transportation, utilities, public service, and warehouse uses of the Property are prohibited.

3.7. Office use (including a business), personal services, home exchanges, and home events, including educational events, are expressly permitted, but only by the residents of the Property, or their temporary invited guests and use for such purposes shall be consistent with all land use regulations established by the controlling jurisdiction and consistent with the reserved rights and restrictions set forth in this Agreement. The portion of the Property depicted as "No Build Zone" on **Exhibit B**, shall be left in a natural and undeveloped state free of structures, landscaping, agriculture, or new improvements of any kind, except for those Existing Structures identified in 3.1.e. and Grantor may construct

and maintain one security camera on a pole within the No Build Zone, which shall be no taller than 27 feet, including a buried electrical line to the camera, and may construct and maintain steps with a rail to access the camera from the Property. Grantor may also use the No Build Zone for low-impact passive recreational uses as described in Paragraph 3.15. below, including use of existing trails to walk on its Property. The parties intend that the No Build Zone shall serve as an ecologically functional extension of the adjacent open space, in which natural processes are allowed to continue uninterrupted, except as provided for in this Easement.

3.8. Construction of any new structures on the Property is prohibited, except as are otherwise permitted in this Easement. For the purposes of this Easement, structures shall mean a combination of materials forming any building or man-made formation of any kind, excluding any yard and play equipment, retaining walls, gates and fences not over 6 feet high, platforms or decks not more than thirty (30) inches above natural grade and not over any basement or story below, or an individual sewage disposal system that serves the Property's permitted uses.

3.9. Grantor reserves the right to maintain, repair, replace, and use all roads and trails existing on the Property (within and outside the Building Envelope) as of the date of this Easement. On the date of this Easement the driveway area is paved and there are various rock, cement and/or wood sidewalks, paths and steps within the Building Envelope depicted on **Exhibit B** and depicted in the Baseline Report. All other roads and trails are not and shall not be paved or otherwise improved with an impervious surface. Construction of trails for passive recreation, as defined below, are permitted within the Building Envelope depicted on the attached **Exhibit B**. Construction of any new roads or trails outside said Building Envelope is prohibited, except to access the camera from the Property as described in Paragraph 3.7.

3.10. Grantor reserves the right to install, maintain, repair, remove, relocate and replace all utilities and related utility infrastructure of any kind, including but not limited to, mains electric lines and meters, gas lines and meters, propane tanks, water lines and meters, water spigots, sprinklers, water tanks, wells, sewer lines, septic systems or leach fields, network and telecommunication cables, and underground facilities for the exclusive purpose of providing such utility services to the Property for the uses permitted by this Easement, provided that any such activities shall not materially impact any of the Property's Conservation Values and shall be where reasonably possible located underground and within the Building Envelope unless located outside the Building Envelope at the time of this Agreement. Any new utilities to be constructed outside the Building Envelope (other than the replacement or repair of existing utilities) requires prior approval by Grantee subject to Paragraph 4, in which case any disturbance shall be restored as determined by Grantee. Construction of utility transmission mains, lines, or other utility facilities on the Property, whether underground or above ground, for uses not permitted by this Easement is prohibited, except as allowed under any existing utility easements, or under any additional utility easements that may be established pursuant to an exercise of eminent domain. Any such utility transmission lines or facilities shall be constructed so as to minimize any adverse impacts on the Conservation Values of the Property and any

disturbance shall be restored as determined by Grantee. Notwithstanding the foregoing, the erection, construction, installation, relocation, or use of a communication facility, a telecommunication facility, a network element, telecommunication equipment, or any other similar equipment or material that may be used for telecommunications or to provide telecommunications services as such terms are defined in The Federal Telecommunication Act of 1996 shall be prohibited, except for Customer Premises Equipment or such equipment as is needed or desirable for telecommunication uses on the Property associated with a single-family residence, office/workshop, and other uses permitted by this Easement.

3.11. Grantor reserves the right to use agrichemicals and household chemicals, including but not limited to, fertilizers, herbicides, and pesticides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural uses and household uses. Grantor shall not contaminate surface and ground water or diminish the Property's Conservation Values with the use of such agrichemicals. Grantor shall control all noxious weeds to the extent reasonably possible.

3.12. Grantor reserves the right to cut and remove live trees and shrubs within the Building Envelope depicted on the attached **Exhibit B**, and reserves the right to manage vegetation outside the Building Envelope depicted on the attached **Exhibit B** (pruning and creation of a defensible space for fire) if done in a manner consistent with ecological principles and conservation forestry management as determined and approved by Grantee subject to Paragraph 4.

3.13. Grantor shall not knowingly introduce any non-native species of plants, shrubs or trees outside the Building Envelope, excepting agricultural crops, and if any revegetation is to occur outside the Building Envelope, the species, amount and spacing must be approved by Grantee subject to Paragraph 4. Grantor may plant new vegetation within the Building Envelope and, in doing so, may replace non-native species of plant, shrubs, or trees that already exist in the Building Envelope. Except for agricultural crops, Grantor agrees to first consult with Grantee and consider Grantee's recommendations before introducing any non-native species of plants, shrubs, or trees to the Building Envelope that do not currently exist.

3.14. Grantor shall comply with all federal, state, and local laws and regulations pertaining to the control of predatory and nuisance animals.

3.15. Grantor reserves the right to use the Property for low-impact and passive recreation (as defined in Paragraph 31.2, below), and scientific and outdoor environmental educational activities which are: (1) limited to Grantor and Grantor's invited guests; and (2) that do not materially impact any of the Property's Conservation Values.

3.16. Grantor retains the right to maintain, repair, rebuild, or if destroyed, reconstruct or replace existing fences. Fencing may be constructed by Grantor in new locations as reasonably necessary or reasonably advantageous to the permitted uses of the

Property. Any new fencing shall be compatible with the movement of wildlife through and across the Property. Before building any new fence not previously existing, Grantor must obtain the prior written approval of the Grantee. Grantee has, through a separate fencing agreement, approved wildlife-friendly fencing to be installed by Grantor around the perimeter of the Property.

3.17. Grantor may not construct, place, or erect any sign or billboard on the Property without the prior written approval of Grantee, except for signs that limit access to the Property, such as signs announcing 'private property' or 'no trespassing.'

3.18. The dumping or accumulation of trash, ashes, garbage, waste or other unsightly or offensive material on the Property, including but not limited to hazardous chemicals is prohibited; provided, however, that equipment and machinery used on the Property for the permitted uses, and products and by-products produced on the Property as permitted by this Easement, including composting, may be placed or stored on the Property, so long as such placement or storage is consistent with public health standards, all applicable government laws and regulations, and sound management practices.

3.19. Grantor may not divide, subdivide or convey (including de facto subdivision) any portion of the Property constituting less than the entire Property. Ownership of the Property by joint tenancy or tenancy in common is permitted; provided however that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interest. If the Property is divided by operation of law or by amendment of this Easement, all terms of this Easement shall attach to each subdivided portion of the Property and shall survive any division, unless otherwise provided for by an amendment of this conservation easement properly recorded in the records of the clerk and recorder of Boulder County, Colorado.

3.20. The Grantor shall not allow, dedicate or convey any new access easement or other right-of-way without Grantee's consent, which shall be in Grantee's sole discretion upon a determination that the proposed access or right-of-way conveyance will not materially impact any of the Property's Conservation Values. If Grantee consents to any new access or right-of-way any such permitted access or right-of-way shall be constructed so as to minimize the impact on the Conservation Values of the Property.

3.21. Grantor shall not degrade, pollute, or drain any surface water on the Property.

3.22. As of the Effective Date, Grantor owns all of the right, title and interest to the coal, oil, gas, hydrocarbons, sand, soil, gravel, rock and other minerals of any kind or description (the "Minerals") located on, under, or in the Property or otherwise associated with the Property and does hereby specially retain said ownership. Grantor shall not transfer, lease, sever, or otherwise separate the Minerals from the Property. This Easement expressly prohibits the mining or extraction of the Minerals upon, within or under the Property using any surface or subsurface mining or extraction method.

3.22. If a third-party claims ownership of or any rights to control all or some of the Property's mineral rights, and proposes to mine or extract any minerals, geothermal resources, soil, sand, gravel, rock, oil, natural gas, fuel, other hydrocarbons or other mineral substances from the Property, Grantor shall immediately notify Grantee in writing of any proposal or contact from a third party to explore for or develop such natural resources on the Property. Grantor shall not enter into any lease, surface use agreement, no-surface occupancy agreement, or any other instrument related to minerals associated with the Property (each, a "Mineral Document"), without providing a copy of the same to Grantee prior to its execution by Grantor and obtaining Grantee's approval. Any Mineral Document shall require that Grantor provide notice to Grantee whenever notice is given to Grantor, require the consent of Grantee for any activity not specifically authorized by the Mineral Document, and give Grantee the right, but not the obligation, to object, appeal and intervene in any action in which Grantor has such rights. Any Mineral Document must either (i) prohibit any access to the surface of the Property or (ii) must (a) limit the area(s) of disturbance to a specified area(s); (b) include provisions that ensure that the proposed activities have a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values; and (c) contain a full description of the activities proposed, a description of the extent of disturbance, the location of facilities, equipment, roadways, pipelines and any other infrastructure, the proposed operation restrictions to minimize impacts on the Conservation Values, reclamation measures including and in addition to those required by law, and remedies for damages to the Property's Conservation Values. Any Mineral Document that only permits subsurface access to minerals but prohibits any access to the surface of the Property shall also prohibit any disturbance to the subjacent and lateral support of the Property and shall not allow any use that would materially adversely affect the Property's Conservation Values.

3.24. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually that is used and maintained for the purpose of feeding and fattening livestock for future commercial sales.

3.25. Grantor shall not grade, contour, berm, reshape, or otherwise alter the topography of the Property outside the Building Envelope depicted on the attached **Exhibit B**, including without limitation, the movement, excavation, or removal of plants (subject to Paragraph 3.12), soil, sand, gravel, rock, peat, or sod, except for such activities conducted for permitted or reserved uses described in this Easement, which may only occur to such an extent that does not substantially diminish, materially impair, or adversely impact any of the Property's Conservation Values.

3.26. Alteration or modification of the ravine on the Property is allowed within the Building Envelope depicted on the attached **Exhibit B**, as may be needed to protect the structures on the Property, and only allowed outside the Building Envelope if approved by Grantee subject to Paragraph 4 or if existing at the time of this Easement as documented by the Baseline Report.

3.27. Except as used in the normal course of conducting any permitted activities, use of motorized vehicles, including but not limited to motorcycles, motorized bicycles, and all-terrain vehicles, except on roads or trails existing as of the date of this Easement is prohibited. The operation of unmanned aerial vehicles or drones is prohibited outside the Building Envelope unless approved by Grantee.

3.28. Grantor retains the right to conduct other uses and activities on the Property that are neither expressly granted nor specifically prohibited by this Easement, so long as such uses and activities may be conducted in a manner consistent with this Easement and do not materially impact any of the Property's Conservation Values. Any such uses or activities that would reasonably be expected to have a material impact on the Property's Conservation Values requires Grantee approval subject to Paragraph 4. Review and approval shall be pursuant to the City of Boulder Charter and Grantee's conservation easement amendment policy, as existing at time of amendment, and any amendment shall be recorded in the office of the Boulder County Clerk and Recorder.

4. Grantee's Approval. Irrespective of whether this Paragraph 4 is specifically referenced, whenever this Easement requires that Grantor obtain Grantee's approval of any activity on or use of the Property, Grantee's determination regarding Grantor's request for approval shall not be unreasonably withheld or delayed. Grantee shall respond within forty-five (45) days unless it reasonably requires an extension of time, in which case it shall notify Grantor prior to expiration of the 45 days that an extension is needed and the length of extension reasonably required. If Grantee denies Grantor's request for approval of an activity or use, Grantee shall provide Grantor with the reason(s) for such determination in its written notice to Grantor. If a reasonable modification of Grantor's proposed use or activity would render the proposal consistent with the purpose of this Easement, Grantee shall specify, in its written notice to Grantor, any required modifications.

5. Baseline Report. To establish a complete inventory of the present conditions of the Property, the existing development (including all Existing Structures or improvements of any kind and existing vegetation) on the Property, and its Conservation Values as of the date of this Easement to enable Grantee to properly monitor future uses of the Property and ensure compliance with the terms hereof, Grantee has prepared an updated inventory of the Property's relevant features and conditions ("Updated Baseline Report"), subject to Grantor's reasonable review and approval. Grantor shall sign the Updated Baseline Report it has approved, Grantee shall provide Grantor with one copy of the Updated Baseline Report, and Grantor shall give Grantor's copy of the Updated Baseline Report to any subsequent owner of the Property. Grantor has by a separate access agreement allowed Grantee, or Grantee's designated agent, access to the Property to conduct necessary studies in updating the original baseline report prepared when Grantor's predecessor in interest granted the Original Conservation Easement to Grantee. This Updated Baseline Report includes a vicinity map, a topographical map, a recent aerial photograph, recent photographs of the Property, a description and/or site plan of land uses, features, and structures, and an acknowledgment page signed by Grantor and Grantee, which verifies that the Updated Baseline Report accurately represents the condition of the Property as of the Effective Date of this Easement. The Parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's use or the physical condition of the Property subject to this

Easement, the Parties may use the Updated Baseline Report and all other relevant or material documents, surveys, reports, and other evidence to assist in resolving the controversy.

6. Grantee's Right of Entry. Grantee shall have the right to enter upon the Property at reasonable times upon seven (7) days prior notice to Grantor to monitor and enforce compliance with the terms of this Easement, but not more than once a year unless as needed as part of the resolution of a violation or prior to a transfer of the Property. Grantor and Grantee shall coordinate such an inspection at a time when Grantor can be present if Grantor so desires. In the event Grantee reasonably determines that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement, Grantee shall make a reasonable attempt to notify Grantor but shall not be required to provide seven (7) days prior notice. No further right of access, entry or possession is conveyed hereby to Grantee.

7. Restoration. Should any prohibited activity be undertaken on the Property, 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, at Grantor's sole expense, but only if Grantor has not performed the restoration after receiving notice thereof by Grantee.

8. Enforcement Rights of Grantee. If Grantee has given written notice to Grantor of a possible violation of any term, condition, covenant, or restriction contained in this Easement, upon receipt of such written notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation while the activity is being disputed. Grantor shall either: (1) restore the Property to its condition prior to the violation at Grantor's sole expense; or (2) provide a written explanation to Grantee of the reason why there is no violation or why the violation should be permitted. If the situation described in clause (2) above occurs, both parties agree to meet as soon as possible to resolve this difference. If Grantor does not respond to Grantee's written notice within forty-five (45) days after the date of Grantee's written notice of the alleged violation to Grantor, or if Grantor and Grantee are unable to resolve the dispute within those forty-five (45) days, Grantee, at its discretion, may institute a suit to enjoin such violation by temporary and/or permanent injunction, for damages for breach of covenant, for equitable relief requiring restoration of the Property to its condition prior to the violation, or for such other action as Grantee deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by 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. Notwithstanding the above-stated requirements in this paragraph, when Grantee reasonably believes an ongoing or threatened imminent activity violates this Easement, Grantee may, in its sole discretion, take immediate legal action, including, but not limited to, filing a civil action to seek a temporary restraining order and/or injunctive relief or may enter the Property to remove or eliminate any conditions or operations that violate the terms and covenants of this Easement. Grantee shall also have the right to require Grantor to restore the Property to its condition prior to the violation at Grantor's sole expense and may seek formal court action to ensure such restoration.

9. Costs of Enforcement. In any lawsuit to enforce the terms of this Easement brought by Grantee, or in any lawsuit brought by Grantor as described in Section 33 hereof, both Parties shall incur their own costs and fees associated with said litigation unless otherwise instructed by the Court consistent with the law. Any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. In addition, if Grantor is required to restore any portion of the Property affected by a prohibited activity to the condition that existed prior to the undertaking of such prohibited activity, those costs shall also be borne by Grantor.

10. Waiver. Enforcement of the terms of this Easement shall be at the sole discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119. This provision shall not be construed to lessen Grantor's rights under Section 33, hereof.

11. Maintenance, Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind relating to the operation, upkeep, and maintenance of the Property, including maintenance of adequate comprehensive general liability insurance coverage. In addition, Grantor shall remain responsible for, and agrees to pay before delinquency, any and all real property taxes and assessments levied by competent authority on the Property. Grantor shall keep the Property free of any mechanic's, contractors' or materialman's liens.

12. Permits and Applicability of Other Laws. Grantor is solely responsible for obtaining any applicable governmental permits for construction or any other activities permitted hereunder. Nothing herein shall be construed to supersede or exempt the Property from the application of laws and regulations affecting land uses on the Property or to permit any activity otherwise prohibited by existing or future laws and regulations imposed by any federal, state or local government or governmental agency having jurisdiction over the Property, or to prohibit the imposition of further land use restrictions by Grantor or by operation of law and all such uses shall be conducted in accordance with such laws and regulations.

13. Grantor's Environmental Warranty. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances, materials, or wastes on, at, beneath, or from the Property. "Hazardous Materials" means any petroleum, petroleum products or byproducts, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, substances, or wastes, toxic substances, or chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. Grantor warrants that to the best of Grantor's knowledge, defined as the knowledge of its members, it is in compliance with and shall remain in compliance with all applicable environmental laws, including but not limited to, any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, requirements or common law imposing standards of conduct or liability concerning air, water, solid waste, hazardous materials, worker and

community rights-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands, and watercourses, health protection and similar environmental health, safety, building, and land use as may now or any time hereafter be in effect and pertaining to the Property. Grantor further warrants that there are no notices by any governmental authority of any violation or alleged violation of, alleged or actual non-compliance with, or any liability under any environmental law relating to the operations on or conditions of the Property.

14. Acts Beyond Parties Control. Nothing contained in this Easement shall be construed to entitle either Party to bring any action against the other for any injury to or change in the Conservation Values of the Property resulting from causes beyond that Party's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by either Party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

15. No Public Access. Nothing contained herein shall be construed as affording access to the general public over any portion of the Property. However, Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement and will not substantially diminish, materially impair, or adversely impact any of the Property's Conservation Values.

16. Real Property Interest and Grant in Perpetuity. Grantor acknowledges that this Easement constitutes a real property interest immediately vested in Grantee, and the covenants as set forth herein shall run with the land in perpetuity.

17. Condemnation. If Grantor receives notice of condemnation or the threat of condemnation of all or a portion of the Property, Grantor shall immediately notify Grantee in writing. If, as a result of condemnation or a threat of condemnation, this Easement is terminated or extinguished, in whole or in part, and any portion of the underlying Property is sold, exchanged or involuntarily converted or taken for public use, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award. Grantee's share of the proceeds shall be based on the ratio between this Easement's fair market value of the portion of the Property being taken and the unrestricted fair market value of the portion of the Property being taken as of the date of the taking. Grantee shall use any such proceeds in a manner consistent with the protection of the Conservation Values of the Property.

18. Amendment. If circumstances arise under which an amendment would be appropriate, Grantor and Grantee may jointly amend this Easement. Any such amendment shall not affect this Easement's perpetual duration, shall not affect the qualification of this Easement under any applicable laws, and shall not materially impact any of the Conservation Values of the Property beyond what is already contemplated herein. Any such amendment shall be subject to the laws of the State of Colorado, Grantee's applicable policies or procedures, and recorded in the office of the Boulder County Clerk and Recorder.

19. Assignment. Grantee may assign the Easement with or without Grantor's consent, provided that Grantee requires, as a condition of such transfer, that the preservation and protection

of the Conservation Values continues to be carried out, that the assignee agrees to assume the responsibilities imposed on Grantee by this Easement, and that an assignment may be made only to an organization qualified at the time of transfer under C.R.S. §§ 38-30.5-101 et seq., as amended.

20. Extinguishment and Termination. In giving this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Grantee that any such changes in circumstance shall not be deemed to justify the termination or extinguishment of this Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

20.1. If circumstances arise in the future that render the preservation and protection of the Conservation Values impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, in a manner prescribed by Colorado law. Each party shall promptly notify the other when it first learns of such circumstances.

20.2. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, and the purposes to which these proceeds may be put, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the provisions set forth in Paragraph 17.

21. Severability. If any of the provisions of this Easement are held to be invalid or unenforceable, then the remaining balance of this Easement shall be deemed severable and held to be in full force and effect.

22. Grantor's Warranty of Title. Grantor warrants that Grantor has good and sufficient title to the Property, that Grantor has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement.

23. Notices. Within sixty (60) days after a change of a Party's address, that Party shall provide the other Party with written notice of any change of address. Whenever notice is required to be given hereunder, it shall be in writing and may be emailed, mailed, faxed, or hand delivered to the party entitled thereto, and if mailed, it shall be done by registered or certified mail, return receipt requested. If mailed, said notice shall be effective and complete as of the date of mailing. If emailed, faxed, or hand delivered, said notice shall be effective and complete upon completion of the email, fax, or hand delivery. Until changed by notice in writing, notice shall be given as follows:

To Grantee: The Director

City of Boulder Open Space & Mountain Parks
PO Box 791
Boulder, Colorado 80306

With a copy to: City of Boulder City Attorney's Office
P.O. Box 791
Boulder, Colorado 80306

To Grantor: Arapahoe West, LLC
308 Arapahoe Avenue
Boulder, Colorado 80302

With a copy to: Bushong & Holleman, PC
1525 Spruce Street, Suite 200
Boulder, Colorado 80302

24. Subsequent Liens on the Property. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing shall be subordinated to this Easement and shall encumber the entire Property.

25. No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect.

26. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

27. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the Parties expressly state that they intend a merger of estates or interests to occur.

28. No Enforcement Rights by Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee and is solely for the benefit of Grantor and Grantee and their respective successors and assigns as permitted herein for the purposes set forth herein, and does not create any enforcement rights or responsibilities in any third parties.

29. Successors. The terms of this Easement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors, representatives, and assigns as permitted herein, and all persons who may hereafter acquire an interest in the Property.

30. Termination of Rights and Obligations. A Party's rights and obligations under this Easement shall terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

31. Terms. The following terms are hereby defined for the purposes of this Easement:

31.1. The terms “Grantor” and “Grantee”, 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.

31.2. The term “passive recreation” shall consist of non-motorized outdoor recreation that emphasizes enjoyment of the Property’s open space features, involves little or no installation of equipment or development on the Property except as may be permitted by this Easement, has little or no impact on the Property’s Conservation Values, and does not create new trails or new permanent features on the Property unless otherwise permitted by this Easement. Examples of passive recreation include, but are not limited to, hiking, meditation, snowshoeing, cross-country skiing, bicycling, horseback riding, photography, bird-watching, or other nature observation or study. Fishing and archery are also permitted, so long as they are undertaken in compliance with applicable state and federal laws and regulations. Sporting activities performed in a way that does not require the development of any permanent new facilities, such as playing basketball in the driveway, playing volleyball in the yard, or similar sporting activities shall also be deemed passive recreation.

31.3. The term “active recreation” shall mean any recreation that is not passive recreation. Active recreation shall consist of any form of motorized recreation and any recreation that requires development of new permanent facilities not authorized by this Easement, including but not limited to, athletic fields, buildings, racquetball or tennis courts, climbing gyms, skate parks, or other permanent structures or areas built of concrete or other paving material which are intended for active recreational activities, and similar uses.

32. Liberal Construction. This Easement shall be liberally construed in favor of preserving and protecting the Property’s Conservation Values and to effect the policies and purpose of C.R.S. §§ 38-30.5-101, et seq., so long as consistent with the plain language hereof. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the preservation and protection of the Conservation Values that would render the provision valid shall be favored over any interpretation that would render it invalid.

33. Grantor’s Rights. In any dispute between Grantor and Grantee regarding any of Grantor’s rights regarding the Property and/or regarding any terms hereof, Grantor shall be allowed in its sole discretion to pursue breach of contract hereunder, declaratory judgment, or other judicial relief that is appropriate under the circumstances. Any forbearance by Grantor in exercising such relief shall not be deemed or construed to be a waiver by Grantor of any of its rights or of any subsequent breach.

34. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this 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 18.

35. 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 effect upon construction or interpretation.

36. Exhibits. All exhibits referred to herein are incorporated by reference.

37. Counterparts. This Easement 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. Facsimile signatures shall be acceptable to and binding upon the Parties.

38. Recording. This Easement shall be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

39. Property Sale. **Grantor shall provide a copy of the Easement to the proposed buyer or transferee of the Property at least thirty (30) days prior to closing.** Grantor agrees that reference to this Easement shall 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). Failure to provide the copy or make the reference as described in this paragraph shall not invalidate any transfer or conveyance of the Property but shall not limit Grantee's right to reasonable remedies afforded at law.

40. Notice to Grantee of Transfer of Property. **Grantor shall give written notice to Grantee of the transfer of any interest in the Property and the name, address, and telephone number of the buyer or proposed transferee within twenty (20) days prior to the date of such transfer.** The purpose of this notice is to allow Grantee to inspect the condition of the Property within twenty (20) days prior to the transfer if it chooses. This provision is not to be interpreted as requiring Grantee's consent to a sale of the Property. Failure to provide notice pursuant to this paragraph shall not invalidate or limit this Easement or any transfer or conveyance of the Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the date and year first above written.

GRANTOR:
ARAPAHOE WEST LLC,
a Colorado limited liability company

By: _____
Eric Warner, Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Eric Warner as Member of Arapahoe West, LLC.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the date and year first above written .

GRANTOR:
ARAPAHOE WEST LLC,
a Colorado limited liability company

By: _____
Jeneye Abele, Member

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jeneye Abele as Member of Arapahoe West, LLC.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

GRANTEE:
CITY OF BOULDER,
a Colorado home rule city

By: _____
Nuria Rivera-Vandermyde, City Manager

Attest:

City Clerk

Approved as to form:

City Attorney's Office

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Nuria Rivera-Vandermyde as City Manager of the City of Boulder, a Colorado home rule city.

Witness my hand and official seal.
My commission expires: _____

[SEAL]

Notary Public

EXHIBIT A

Legal Description and Map of Property (TO BE SURVEYED AND ADDED IF APPROVED)

DRAFT

EXHIBIT B

Map of Building Envelope and No Build Zone (TO BE SURVEYED AND ADDED IF APPROVED)

DRAFT

ORDINANCE NO. 7459

AN ORDINANCE ORDERING THE DESIGNATION OF THE SOUTHERN GRASSLANDS, WESTERN MOUNTAIN PARKS, SOMBRERO MARSH, COTTONWOOD GROVE, AND LOWER BOULDER CREEK HABITAT CONSERVATION AREAS PURSUANT TO SECTION 8-8-2, B.R.C. 1981.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO:

Section 1. Purpose and Findings.

- (a) The purpose of this ordinance is to implement the policies and recommendations approved by the city council on April 12, 2005 in the Open Space and Mountain Parks Visitor Master Plan. This ordinance is subject to referendum as provided in the City Charter.**
- (b) Pursuant to Section 8-8-2 Habitat Conservation Area Designation, B.R.C. 1981, the city manager has identified and proposed the areas described in this ordinance for restricted public use because those areas would appropriately constitute habitat conservation areas within the city's open space and mountain parks system based upon the criteria set forth in the Open Space and Mountain Parks Visitor Master Plan.**
- (c) The city manager has sought and received advice and comments from the Open Space Board of Trustees on the areas included in this ordinance.**

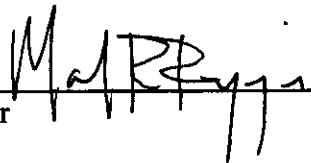
Section 2. The Southern Grasslands HCA, Western Mountain Parks HCA, Sombbrero Marsh HCA, Cottonwood Grove HCA and Lower Boulder Creek HCA as described on Exhibit "A" to this ordinance are designated as habitat conservation areas pursuant to Section 8-8-2 Habitat Conservation Area Designation, B.R.C. 1981.

Section 3. This ordinance is necessary to protect the public health, safety, and welfare of the residents of the city, and covers matters of local concern. In order to allow time for completion of the public process for off-trail permits, the designation of additional climbing access routes in the Western Mountain Parks HCA and a new trail in the Sombbrero Marsh HCA,

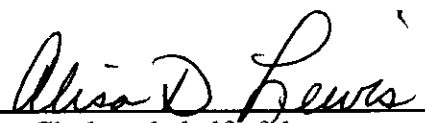
the city manager is directed not to enforce this ordinance until such time as off-trail permits become available, but in no event earlier than July 1, 2006.

Section 4. The city council deems it appropriate that this ordinance be published by title only and orders that copies of this ordinance be made available in the office of the city clerk for public inspection and acquisition.

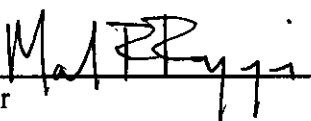
INTRODUCED, READ ON FIRST READING, AND ORDERED PUBLISHED BY
TITLE ONLY this 4th day of April, 2006.

Mayor 

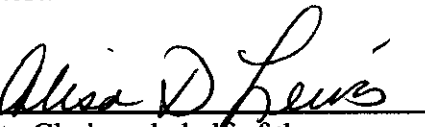
Attest:


City Clerk on behalf of the
Director of Finance and Record

READ ON SECOND READING, PASSED, ADOPTED, AND ORDERED
PUBLISHED BY TITLE ONLY this 18th day of APRIL, 2006.

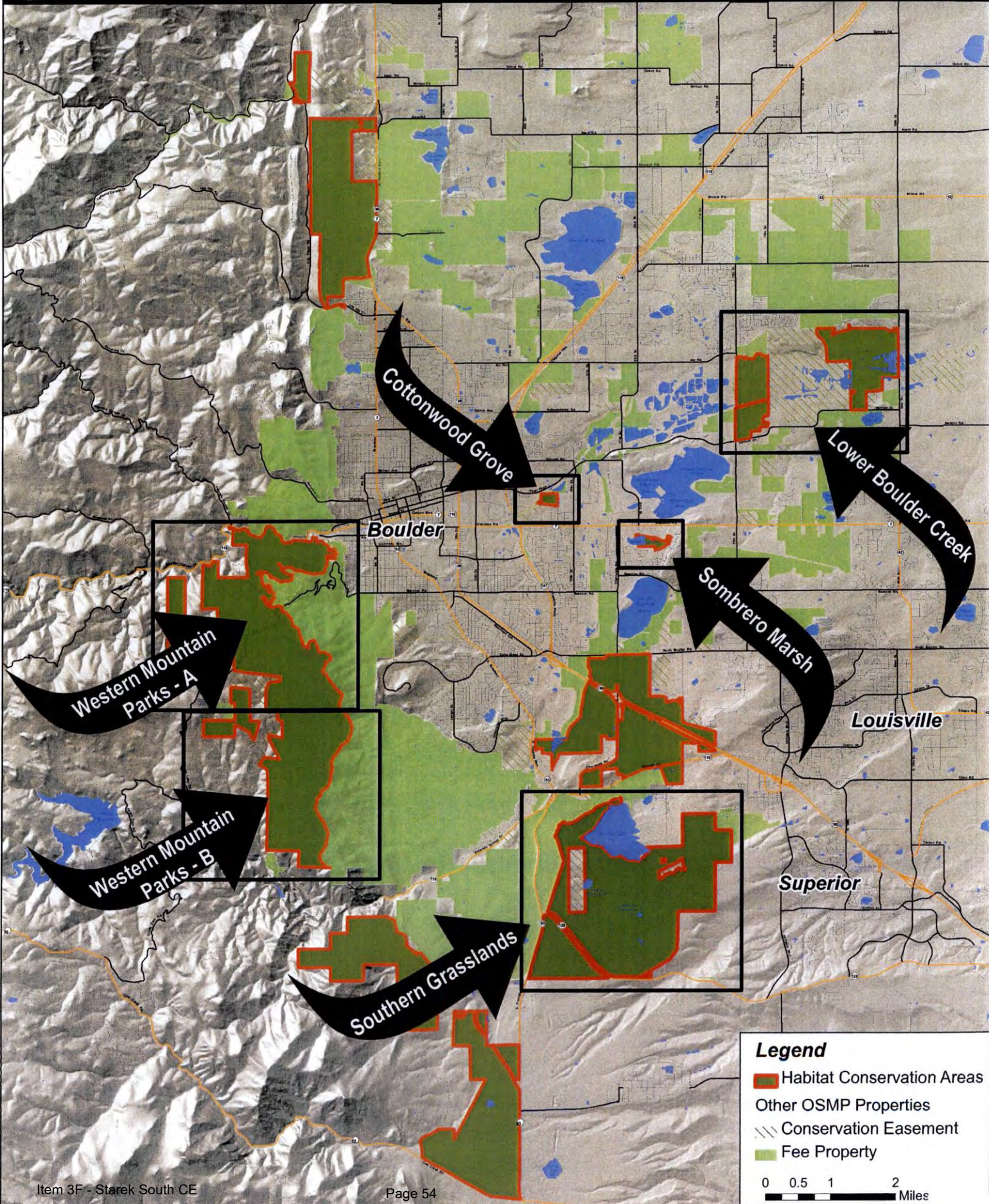
Mayor 

Attest:

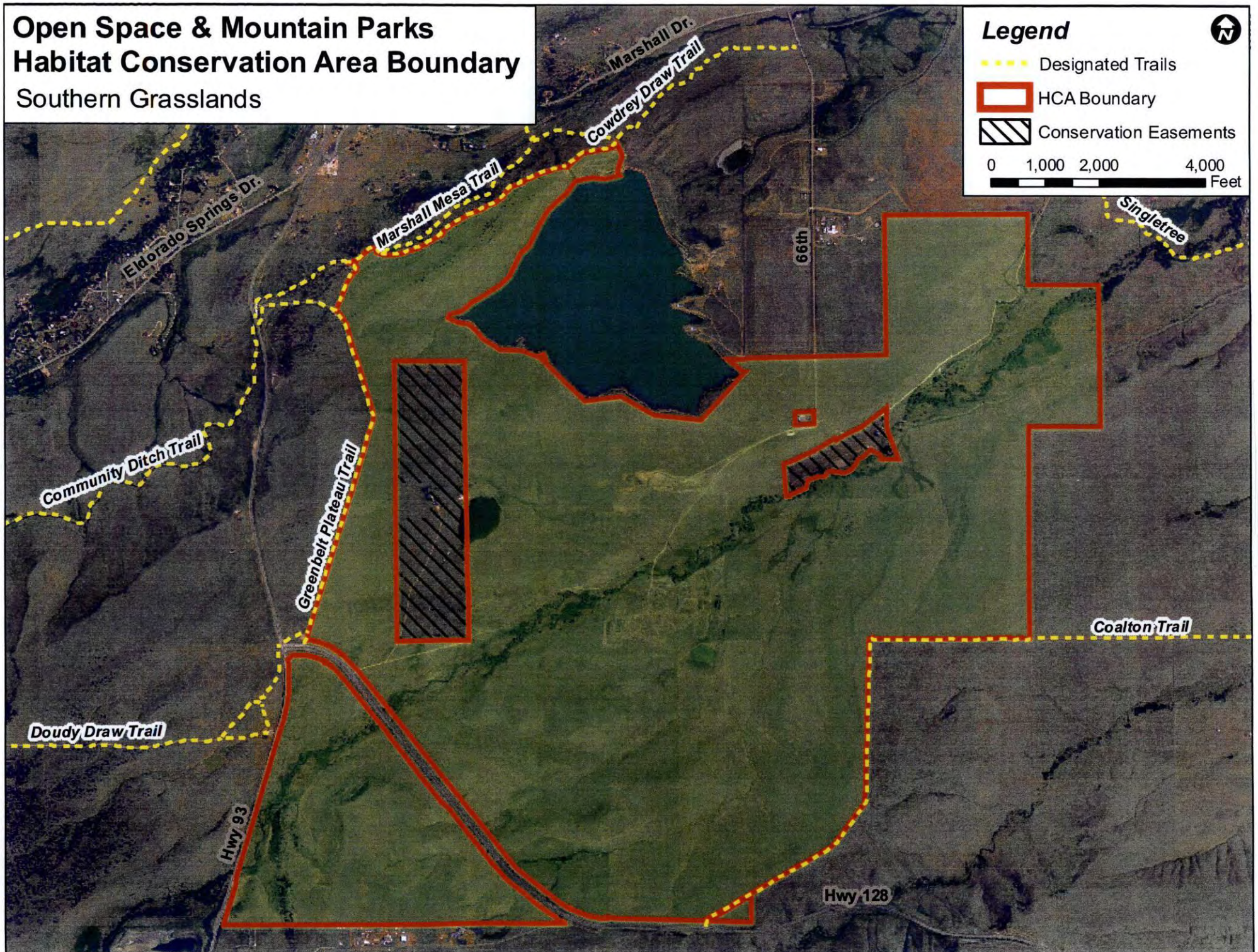

City Clerk on behalf of the
Director of Finance and Record



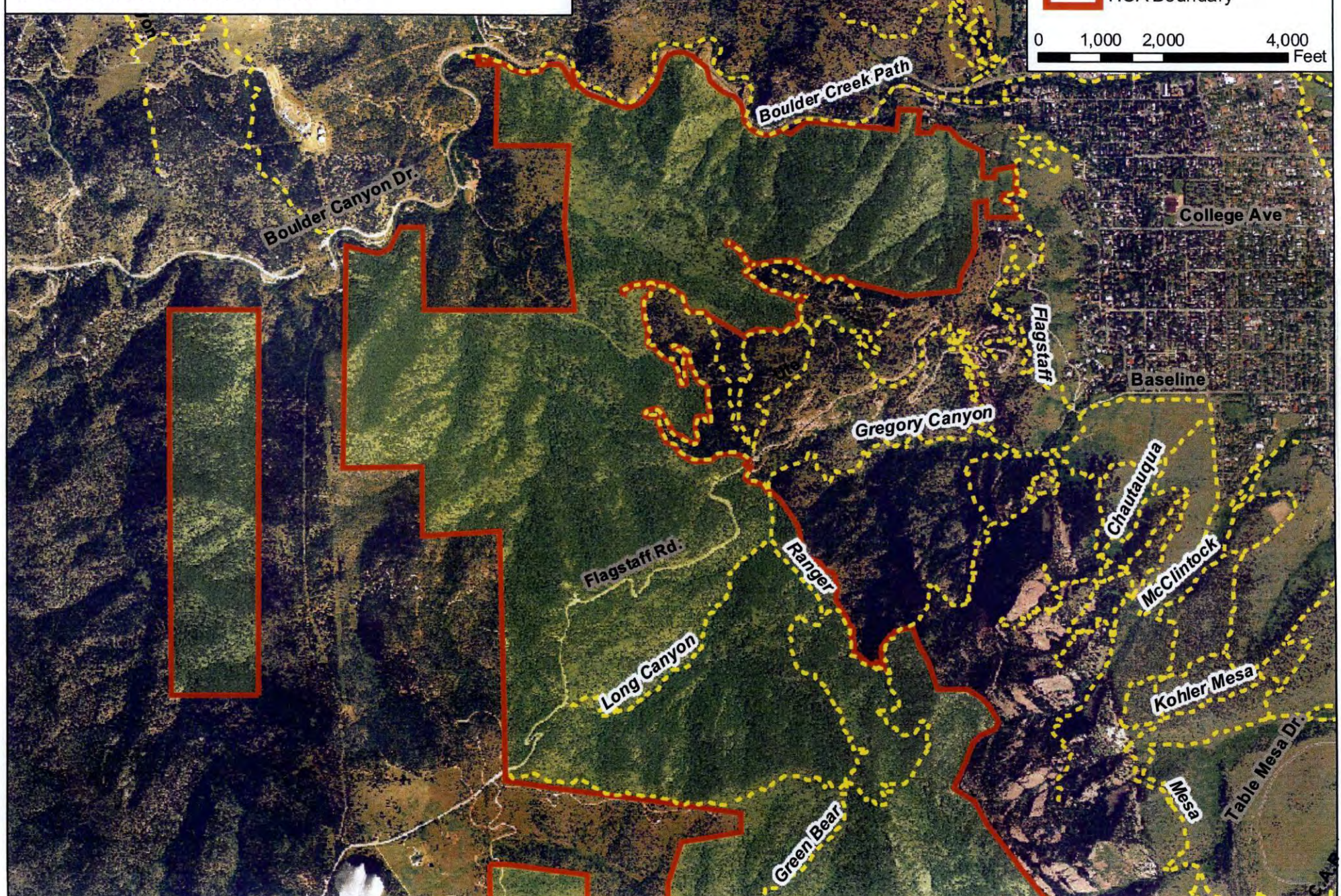
Open Space & Mountain Parks Habitat Conservation Areas



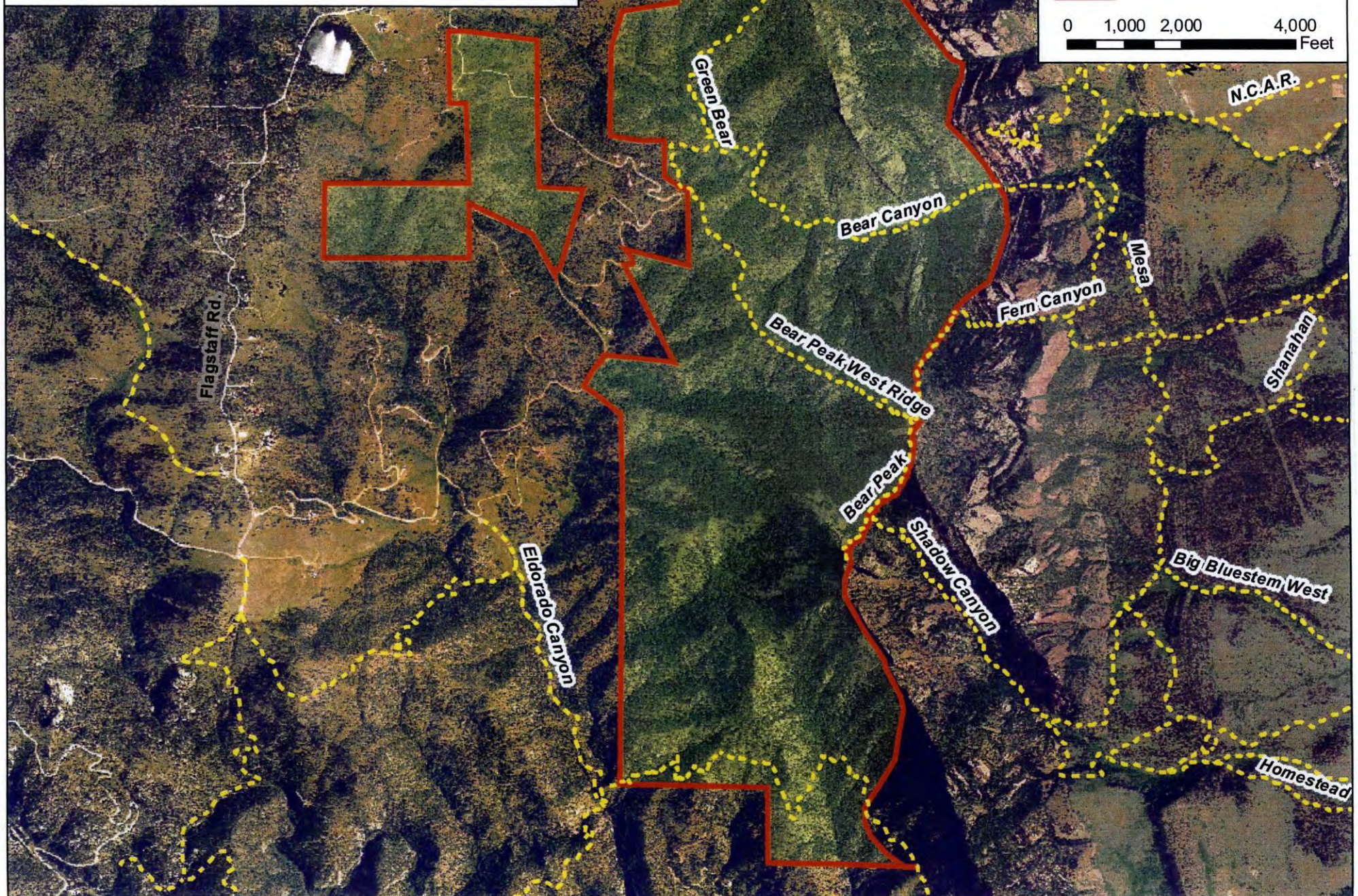
Open Space & Mountain Parks Habitat Conservation Area Boundary Southern Grasslands



Open Space & Mountain Parks Habitat Conservation Area Boundary Western Mountain Parks - A



Open Space & Mountain Parks Habitat Conservation Area Boundary Western Mountain Parks - B



Open Space & Mountain Parks Habitat Conservation Area Boundary Sombrero Marsh

Legend



Trails

HCA Boundary

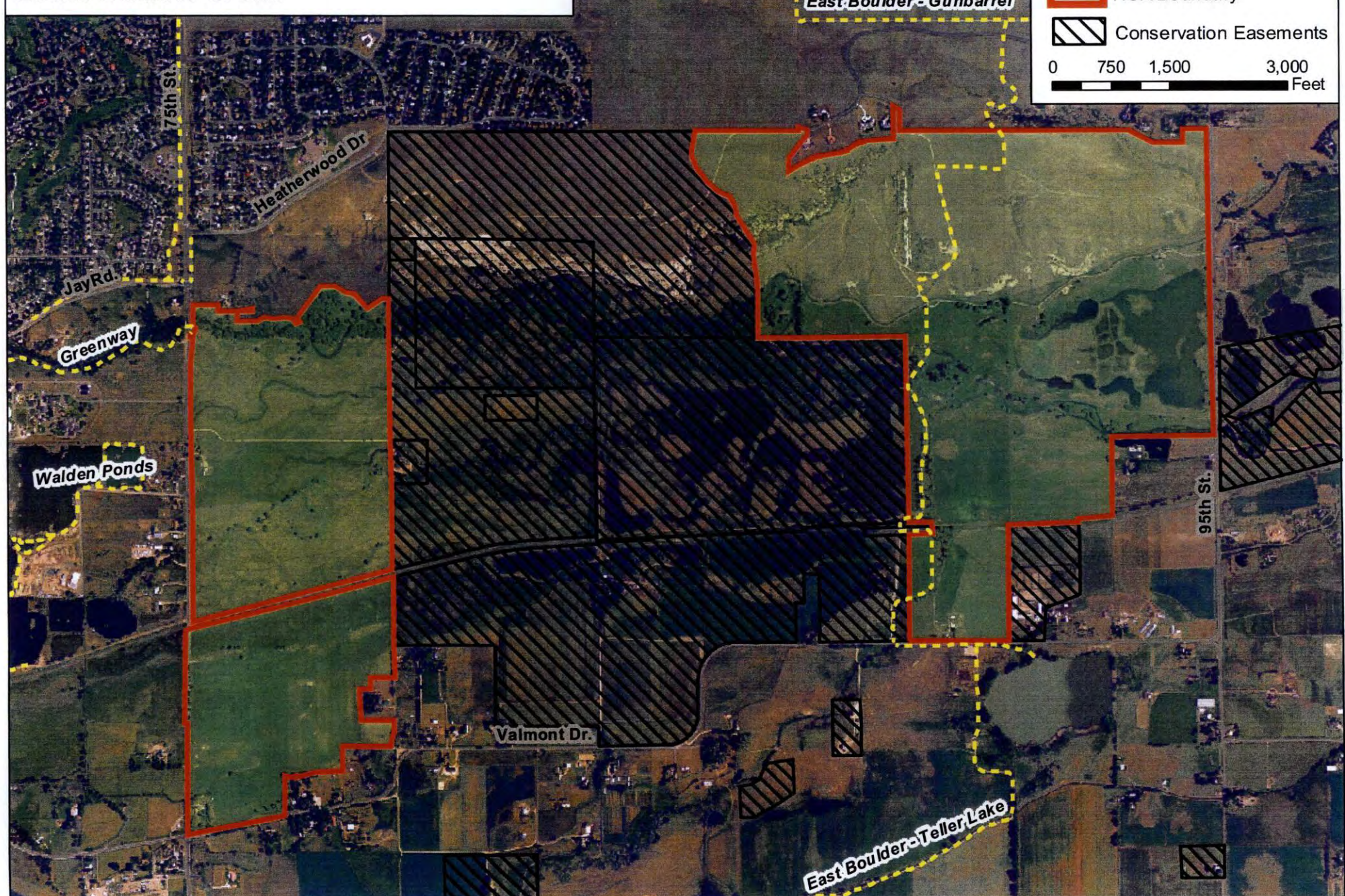
0 125 250 500
Feet



Open Space & Mountain Parks Habitat Conservation Area Boundary Cottonwood Grove



Open Space & Mountain Parks Habitat Conservation Area Boundary Lower Boulder Creek



STATE OF COLORADO)
COUNTY OF BOULDER) SS:
CITY OF BOULDER)


ORDINANCE NO. 7459

I, Sandy North, Deputy City Clerk of said City in the County and State aforesaid, do hereby certify that the foregoing ordinance was:

Introduced, read on first reading on the **4th** day of **April 2006** and published by title only on the **7th** day of **April 2006** in the official paper of said City. That said publication was ten days before the passage of said ordinance.

Duly and regularly **passed and adopted**, by the City Council of said City on **second reading** at a regular meeting thereof held on the **18th** day of **April 2006**, and published by title only on the **21st** day of **April 2006** in the official paper of said City.

WITNESS my hand and the seal of said City of Boulder hereto affixed, this **21st** day of **April 2006**.


Sandy North
Deputy City Clerk



7459

AN ORDINANCE ORDERING THE DESIGNATION OF THE SOUTHERN GRASSLANDS, WESTERN MOUNTAIN PARKS, SOMBRERO MARSH, COTTONWOOD GROVE, AND LOWER BOULDER CREEK HABITAT CONSERVATION AREAS PURSUANT TO SECTION 8-8-2, B.R.C. 1981.

(The published text of the above ordinance is available for public inspection and acquisition in the Office of the City Clerk, Municipal Building, 1777 Broadway, Boulder, CO 80302.)

INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY THIS 4th DAY OF APRIL, 2006.

Mark Ruzzin
Mayor

ATTEST:

Alisa D. Lewis
City Clerk

Motion Carried: 7:0 Eldridge and Ageton absent

Published in the Boulder Daily Camera on
April 7, 2006 - 5254048

7459

AN ORDINANCE ORDERING THE DESIGNATION OF THE SOUTHERN GRASSLANDS, WESTERN MOUNTAIN PARKS, SOMBRERO MARSH, COTTONWOOD GROVE, AND LOWER BOULDER CREEK HABITAT CONSERVATION AREAS PURSUANT TO SECTION 8-8-2, B.R.C. 1981.

(The published text of the above ordinance is available for public inspection and acquisition in the Office of the City Clerk, Municipal Building, 1777 Broadway, Boulder, CO 80302.)

INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY THIS 4th DAY OF APRIL, 2006.

READ ON SECOND READING, AND PASSED, ADOPTED AND ORDERED PUBLISHED BY TITLE ONLY THIS 18th DAY OF APRIL, 2006.

Mark Ruzzin
Mayor

ATTEST:

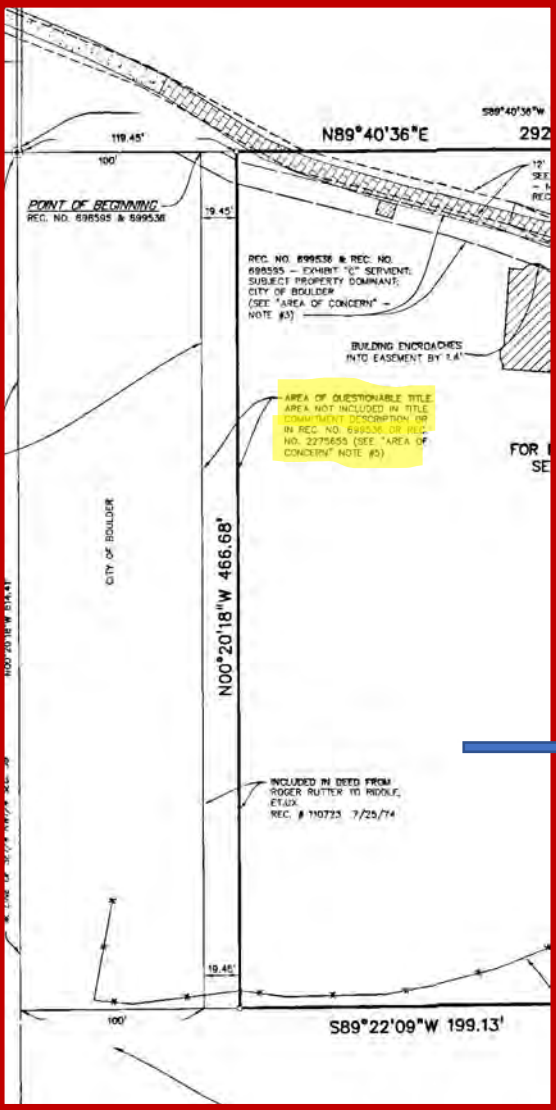
Alisa D. Lewis
City Clerk

Motion Carried: 8:0 Eldridge absent

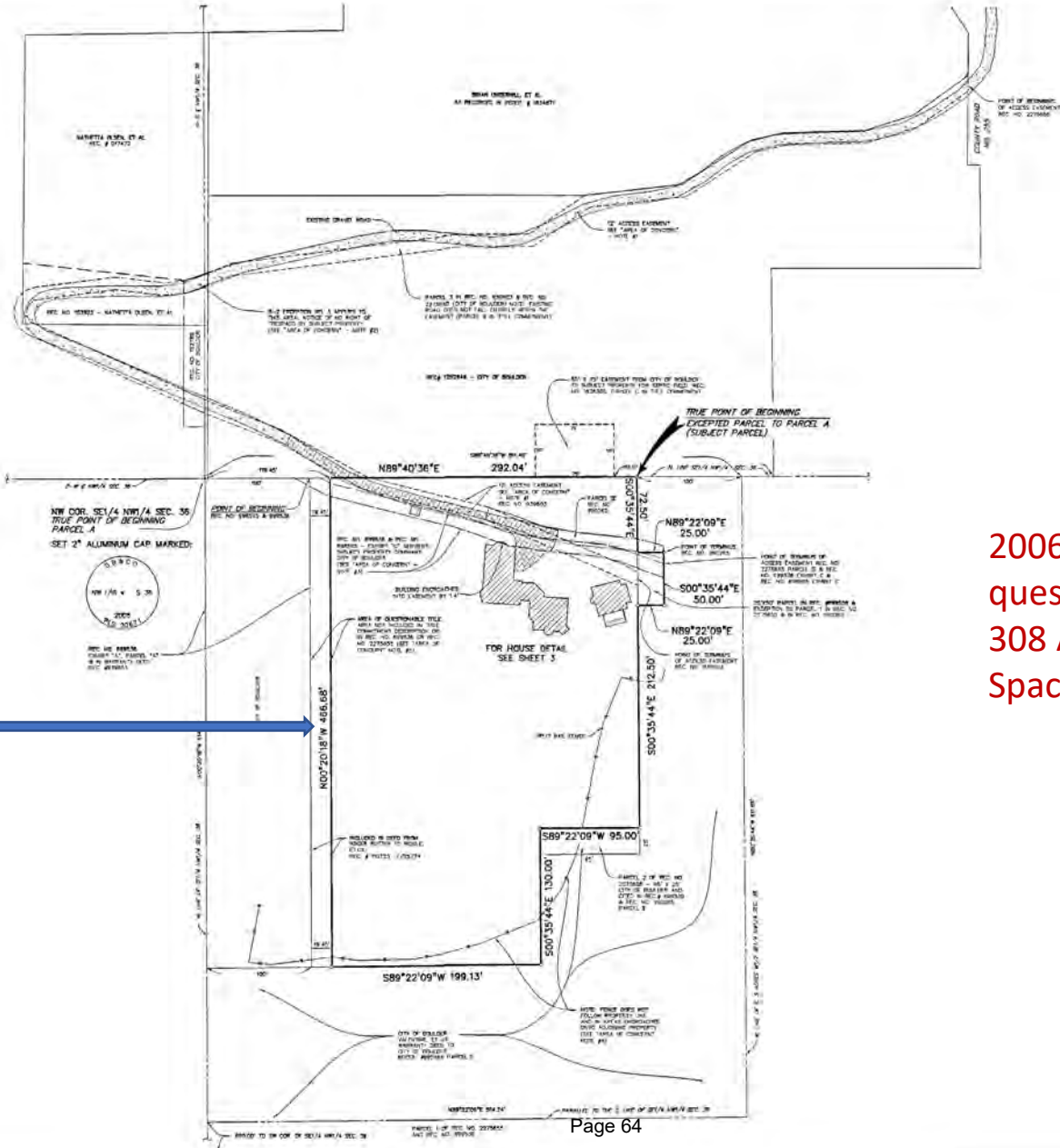
Published in the Boulder Daily Camera on
April 21, 2006 - 5256580

5. THE LEGAL DESCRIPTION AS SHOWN IN THE TITLE COMMITMENT IS IN THIS SURVEYOR'S OPINION DEFICIENT IN SEVERAL WAYS. THE MOST NOTABLE BEING THE CALLS ALONG THE WESTERLY LINE OF THE PROPERTY. AN AREA OF QUESTIONABLE TITLE EXISTS BETWEEN SAID WESTERLY LINE AS DESCRIBED BY THE LEGAL DESCRIPTION CITED BY THE TITLE COMMITMENT AND THAT AS DESCRIBED BY THE DEED RECORDED IN RECEPTION NO. 699536 (EXHIBIT A, PARCEL A). A HATCH OF APPROXIMATELY 19.5 FEET NOW EXISTS, CREATING AN AREA OF CONCERN.



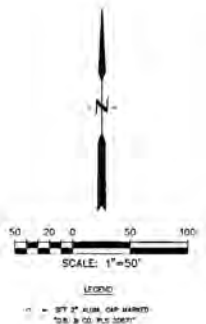


Item 3F - Starek South CE



Page 64

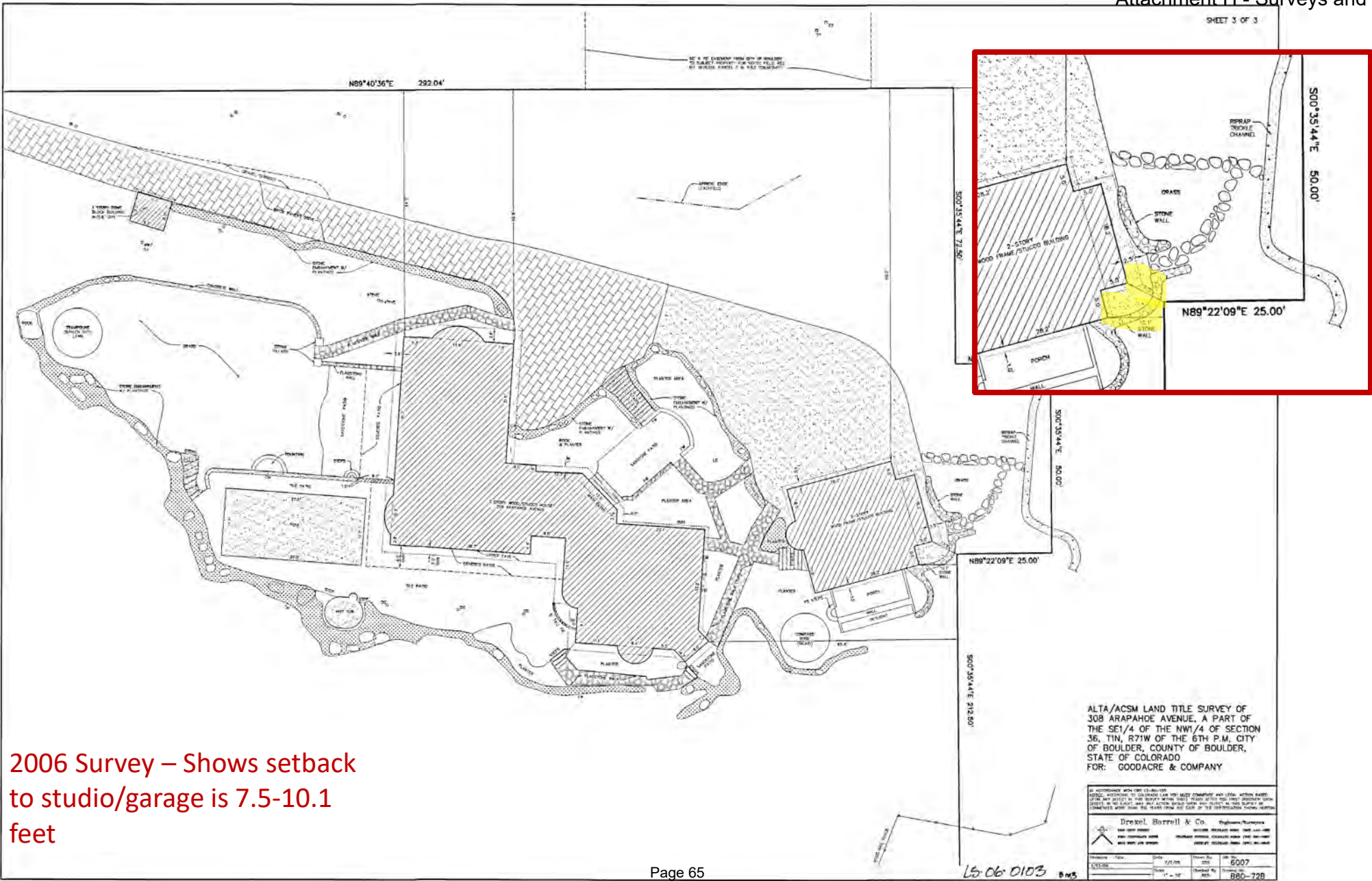
2006 Survey – Identifies area of questionable title exists between 308 Arapahoe and Gabrel Open Space

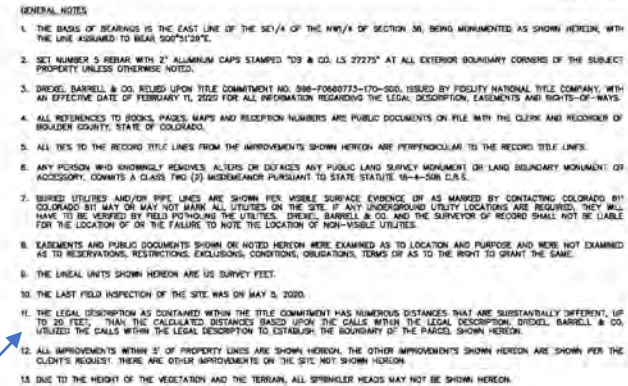
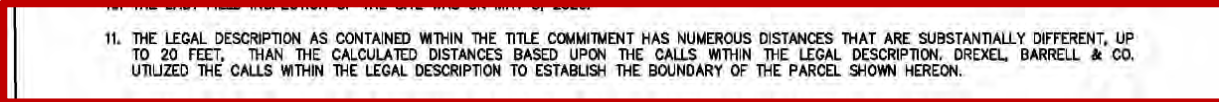
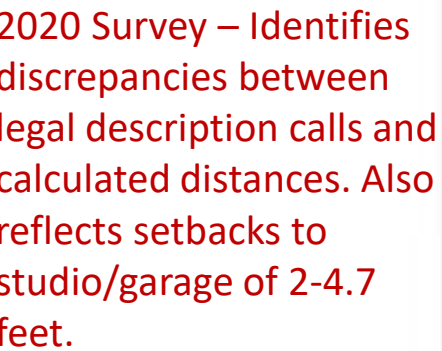


ALTA/ACSM LAND TITLE SURVEY OF
308 ARAPAHOE AVENUE, A PART OF
THE SE1/4 OF THE NW1/4 OF SECTION
36, T1N, R71W OF THE 6TH P.M., CITY
OF BOULDER, COUNTY OF BOULDER,
STATE OF COLORADO
FOR: GOODACRE & COMPANY

Drexel, Barrell & Co. Engineers/Planners	
ALTA/ACSM LAND TITLE SURVEY OF 308 ARAPAHOE AVENUE, A PART OF THE SE1/4 OF THE NW1/4 OF SECTION 36, T1N, R71W OF THE 6TH P.M., CITY OF BOULDER, COUNTY OF BOULDER, STATE OF COLORADO FOR: GOODACRE & COMPANY	
DATE: 1/1/06	BY: [Signature]
CHECKED BY: [Signature]	DATE: 1/1/06
SCALE: 1" = 50'	SHEET: 2 OF 3
PROJECT: 880-72A	

LS-06-0103 2 of 3





LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EASTWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH PM. THENCE SOUTH 02° 42'00" EAST, 517.68 FEET ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO A POINT 89.00 FEET SOUTH 02° 42'00" WEST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 89° 25'48" EAST, 494.28 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE WEST LINE OF THE EAST 1/2 ACRES OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 02° 45'45" WEST, 633.65 FEET ALONG SAID WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 88° 52'00" WEST, 453.64 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXCEPT THAT TRACT OF LAND DESCRIBED AS FOLLOWS:

[illegible]

THE PROPERTY AS SHOWN HEREIN IS SUBJECT TO THE FOLLOWING PER TITLE COMMITMENT NO. 588-F0883773-170-SIG, ISSUED BY FIDELITY NATIONAL TITLE COMPANY, WITH AN EFFECTIVE DATE OF FEBRUARY 11, 2020. NOT ALL EXCEPTIONS CONTAINED WITHIN THIS TITLE COMMITMENT ARE NOTED BELOW AND NOT ALL THE EXCEPTIONS LISTED BELOW ARE SHOWN HEREIN.

6. WATER RIGHTS, CLAIMS OF TITLE TO WATER, WHETHER OR NOT THESE MATTERS ARE SHOWN BY THE PUBLIC RECORDS.
7. ALL TAXES AND ASSESSMENTS, NOW OR HERETOFORE DUE OR PAYABLE, OF ANY KIND OR CHARACTER.
- NOTE: THIS TAX EXEMPTION WILL BE AMENDED AT POLICY UPON SATISFACTION AND EVIDENCE OF PAYMENT OF TAXES.
8. COVENANTS, CONDITIONS AND RESTRICTIONS AND OTHER INSTRUMENTS, RECORDED IN THE PUBLIC RECORDS, WHICH TEND TO IMPROVE OR ENHANCE THE VALUE OF THE PROPERTY BEING PAYABLE UPON THE TRANSFER OF AN INTEREST IN REAL PROPERTY, OR PAYABLE UPON THE TRANSFER OF AN INTEREST IN OR ACCEPTANCE AS TRANSFER, AND ANY AND ALL FEEL, LEASE, EASE, MORTGAGE, MORTGAGE, MORTGAGE, MORTGAGE, MORTGAGE, CURRENTLY DUE AND PAYABLE ON THAT WILL BECOME DUE, AND WHICH ARE, AND ANY OTHER INSTRUMENTS, RECORDS AND AGREEMENTS, THAT ARE NECESSARY OR NECESSARY TO
9. ALL EXISTING ROADS, HIGHWAYS, DITCHES, UTILITIES, RECREATIONS, CANALS, PIPELINES, POWER, TELEPHONE, OR GAS LINES, AND ALL RIGHTS OF EASEMENT, RIGHT OF WAY AND EASEMENTS THEREON.
10. ALL RESTRICTIONS, COVENANTS, DECLARATIONS, CONDITIONS, LEASES, AGREEMENTS AND MINERAL RESERVATIONS OF ANY KIND OR CHARACTER, NOW OR HERETOFORE DUE OR PAYABLE, OF ANY KIND OR CHARACTER.

SURVEYOR: MATTHEW E. SELLERS
DREXEL, BARRELL & CO
1800 38TH STREET
BOULDER, COLORADO 80301
(303) 442-4338

CERTIFIED TO: ARAPANCO WEST, LLC, A COLORADO LIMITED

I HEREBY CERTIFY THAT THIS LAND SURVEY PLAT WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING ON THE 5TH DAY OF MAY, 2020, IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 38-51-106, C.R.S., AS AMENDED; THAT THE REAL PROPERTY SURVEYED IS LOCATED IN THE COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ACCOMPANYING MAP; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAT IS TRUE AND CORRECT.

IN ACCORDANCE WITH THE STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS' RULE 5.2.2, THE UNDERSIGNED FURTHER CERTIFIES THAT THIS MAP OR PLAN REFLECTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY RESPONSIBLE CHARGE, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. INFORMATION AND BELIEF, WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

MATHEW E. SELDERS
COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 27275

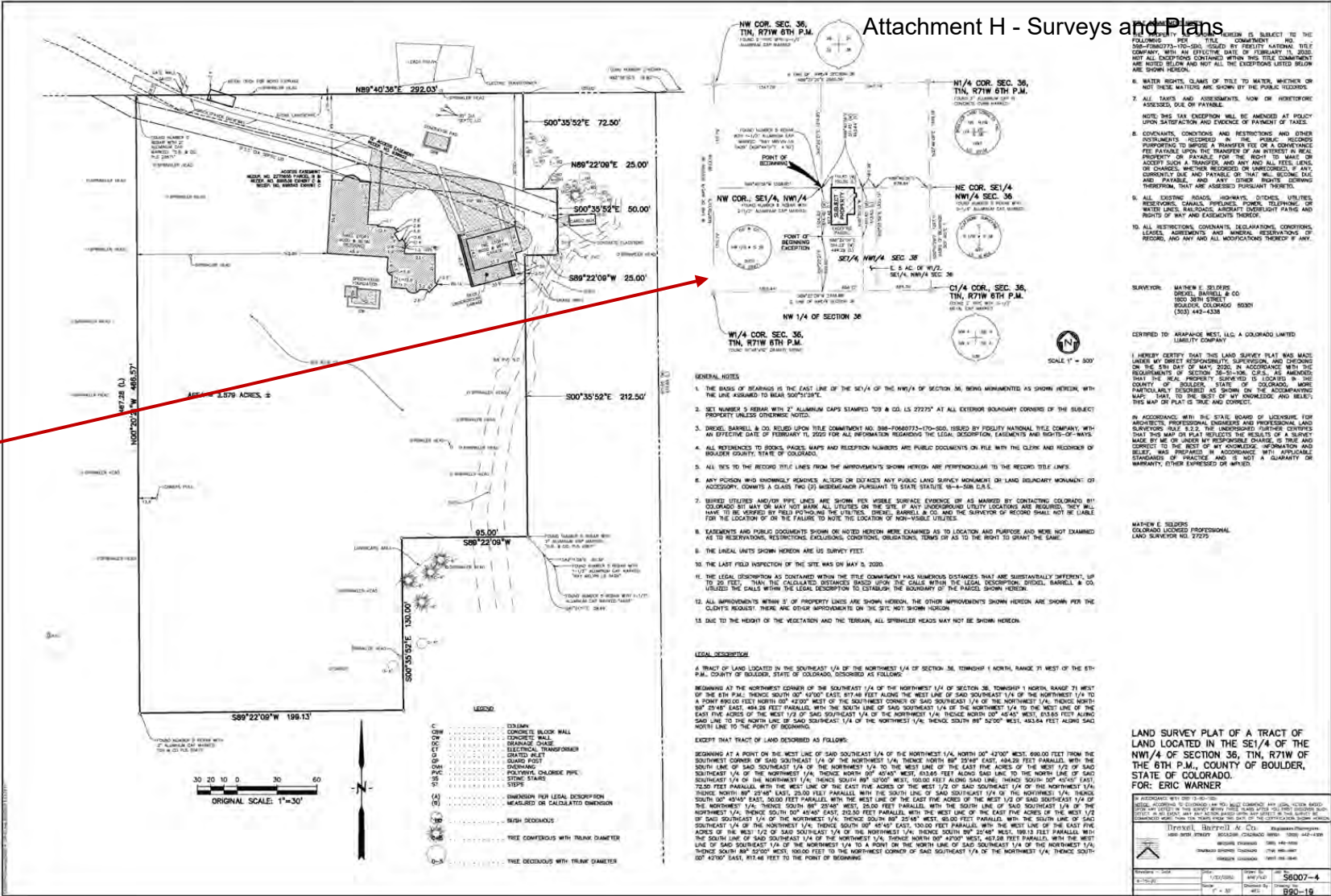
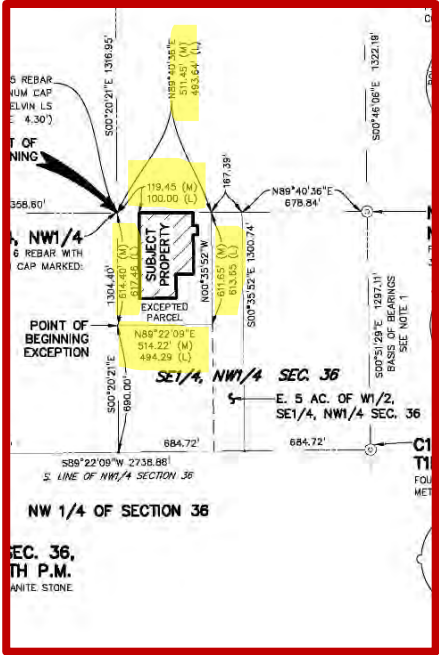
LAND SURVEY PLAT OF A TRACT OF
LAND LOCATED IN THE SE1/4 OF THE
NW1/4 OF SECTION 36, T1N, R71W OF
THE 6TH P.M., COUNTY OF BOULDER,
STATE OF COLORADO.
FOR: ERIC WARNER

8 AUTOMATICALLY REPLY (8-10-100)

NOTICE: ACCORDING TO CALIFORNIA LAW, YOU WILL RECEIVE THIS MAIL, EVEN IF YOU HAVE REQUESTED NOT TO RECEIVE MAIL. IF YOU WISH TO STOP RECEIVING MAIL, PLEASE ADVISE YOUR MAILING SERVICE PROVIDER. IF YOU WISH TO STOP RECEIVING MAIL, PLEASE ADVISE YOUR MAILING SERVICE PROVIDER. IF YOU WISH TO STOP RECEIVING MAIL, PLEASE ADVISE YOUR MAILING SERVICE PROVIDER.

Drexel, Barrill & Co.
 1000 WEST STREET
 CHICAGO, ILLINOIS 60604
 (312) 442-1200
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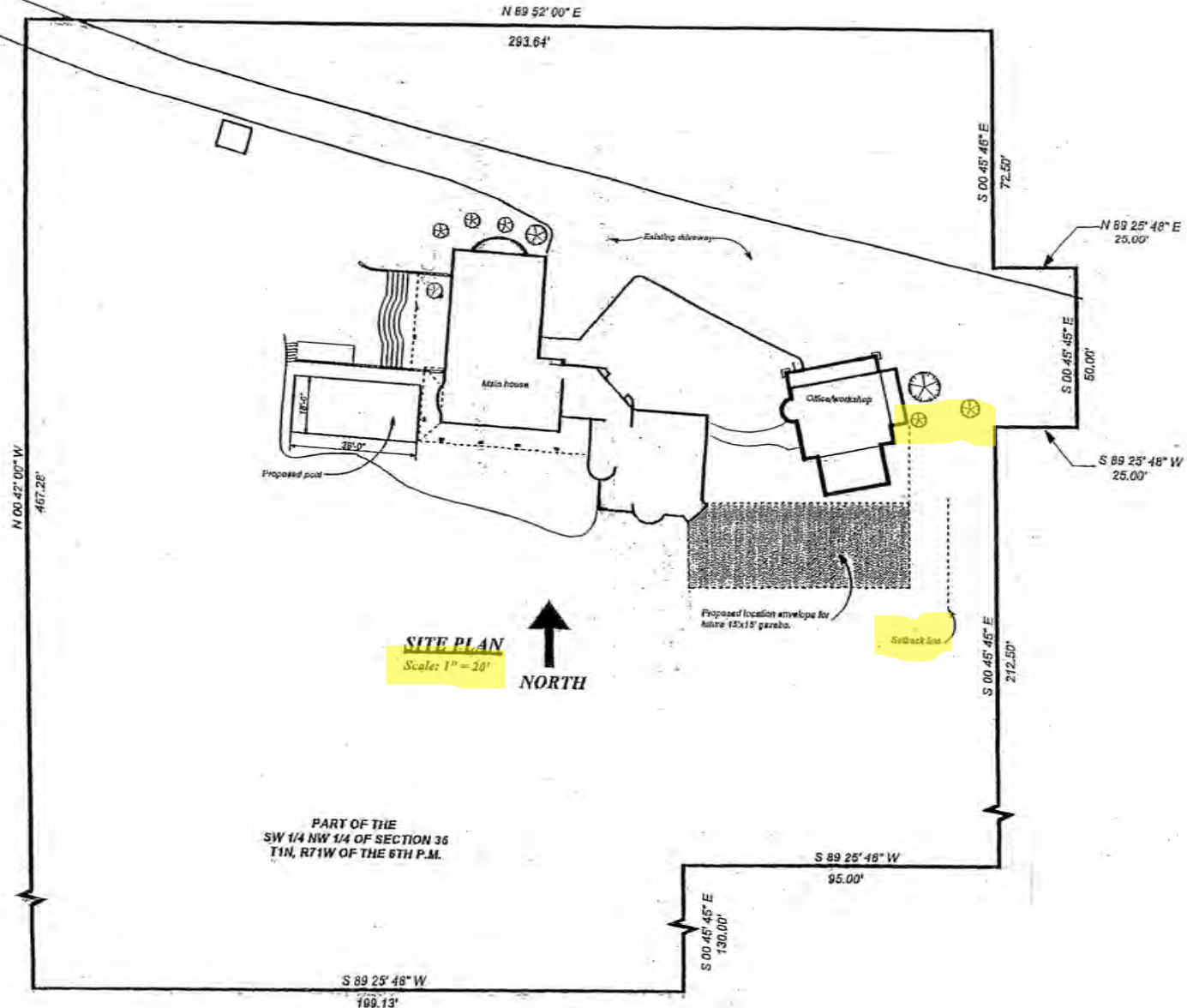
2020 Survey – Inset shows the more/less call distances, including the 19.5-foot area on the west side of 308 Arapahoe/Starek South CE.



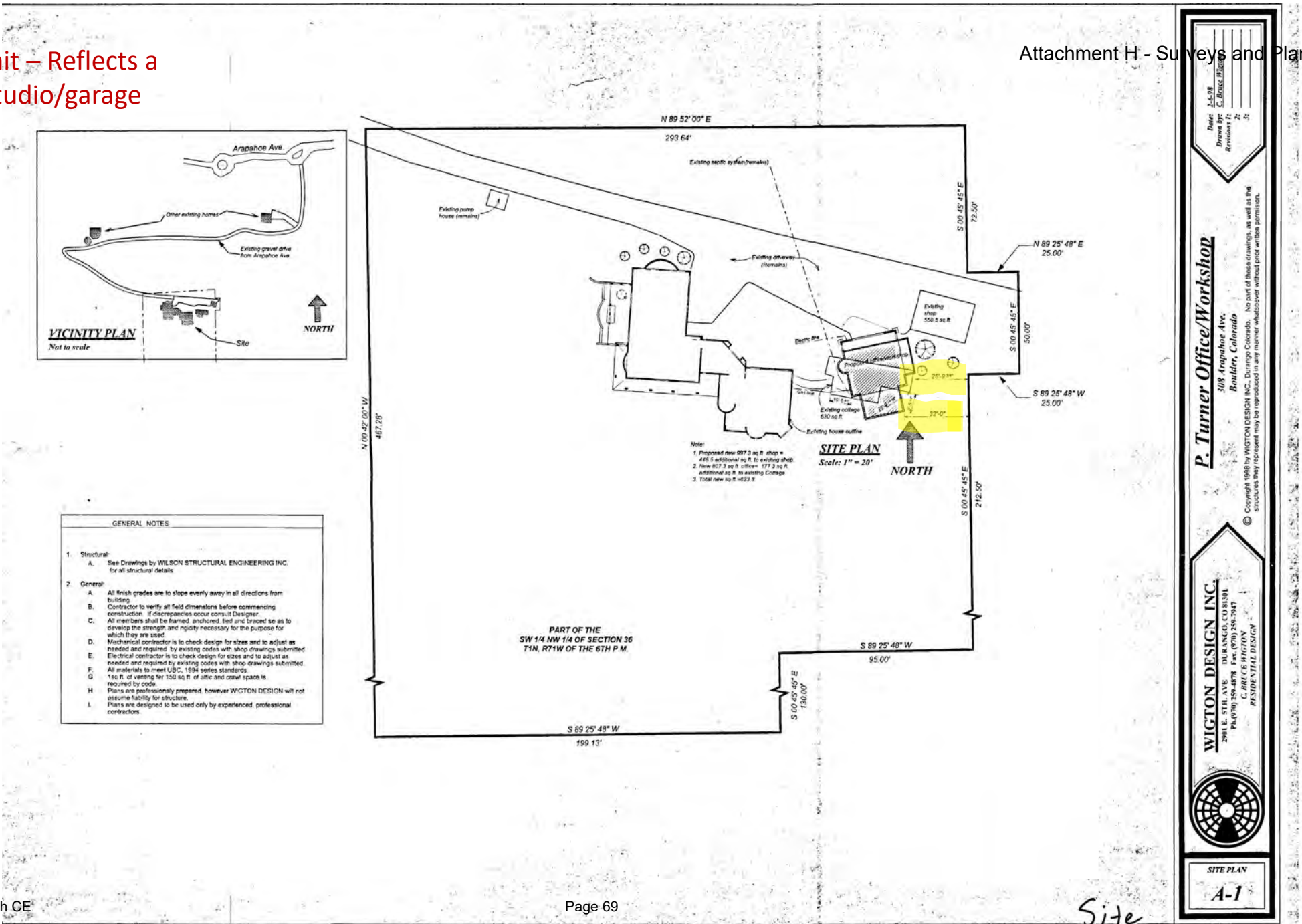
Attachment H - Surveys and Plans

1998 CE Amendment – Includes
site plan exhibit reflecting an
~25' setback to studio/garage.

EXHIBIT A

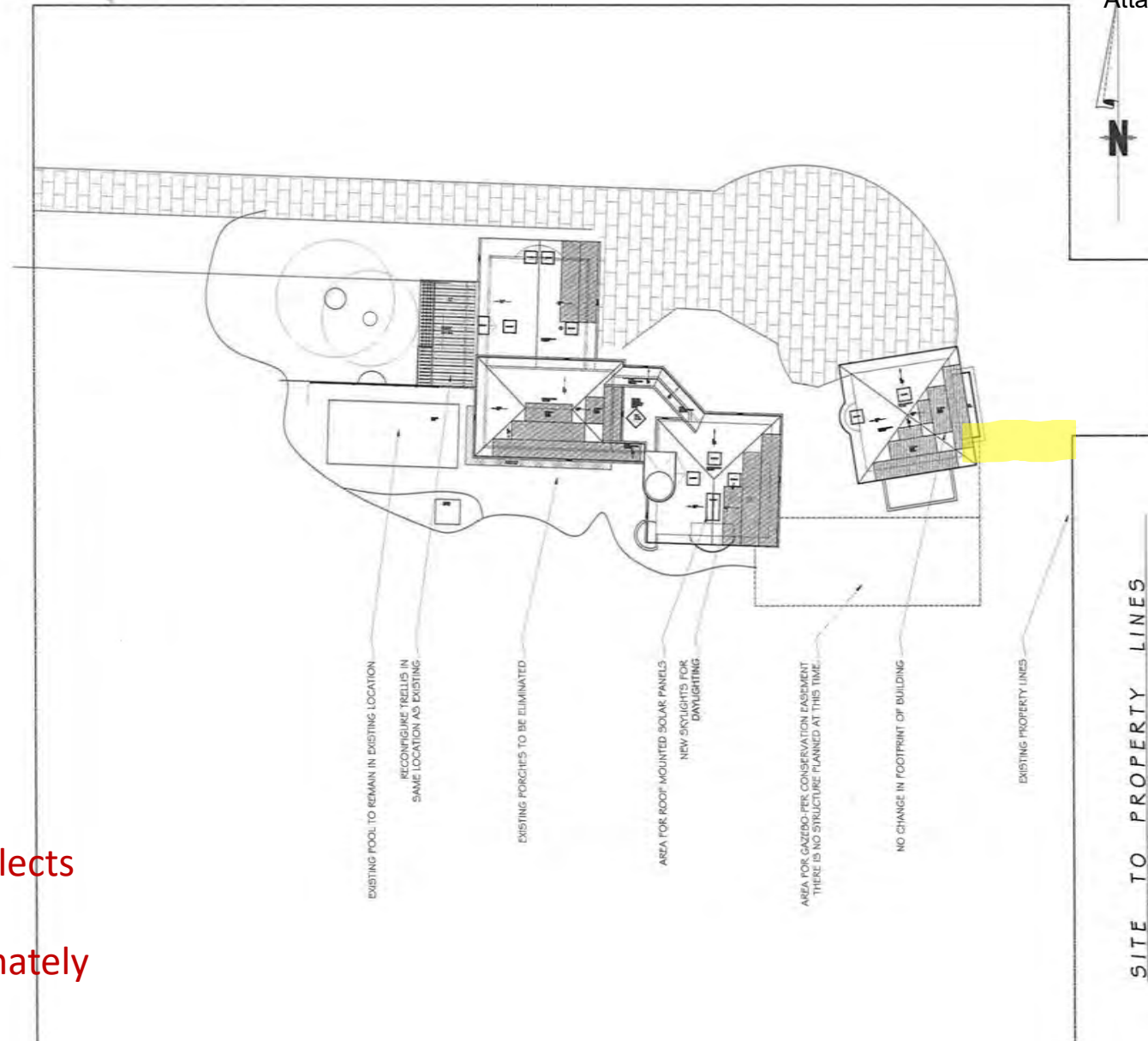


1998 Building Permit – Reflects a 25’-9” setback to studio/garage

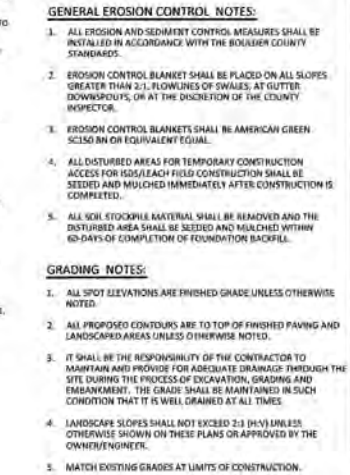


Site

2014 Site Plan Review – Reflects
no change in footprint of
garage/studio and approximately
16-foot setback.




Attachment H - Surveys and Plans



NOTE:
SEE ARCHITECTURAL PLANS FOR
DETAILS REGARDING BUILDING AND
PATIO IMPROVEMENTS.



Know what's below.
Call before you dig

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<p>SAN DOCUMENTS FOR:</p> <p>WARNER-ABELE RESIDENCE</p> <p>308 ARAPAHOE AVE. BOULDER, CO 80302</p>	
ISSUE	DATE
CLIENT REVIEW	09/23/18
DESIGNED BY:	TJS
DRAWN BY:	TJS
CHECKED BY:	MMA
DRAWING SCALE: HORIZONTAL: 1" = 10' VERTICAL: NONE	
GRADING PLAN	
PROJECT NO. B3237	
C1.0	
SHEET: 1 OF 1	