

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the County of Boulder, a body corporate and politic (hereinafter referred to as "Grantor"), whose legal address is P. O. Box 471, Boulder, Colorado 80306, of the County of Boulder, State of Colorado, and the City of Boulder, a Colorado home rule city (hereinafter referred to as the "Grantee"), whose legal address is P. O. Box 791, Boulder, Colorado 80306, of the County of Boulder, State of Colorado.

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Purchase Agreement and Division of Land dated April 4, 2000 and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2035922 on April 10, 2000 ("Purchase Agreement"); and the Special Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2035924 on April 10, 2000, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor and Grantee are tenants in common of the water rights described on Exhibit A. For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property and water rights described in Exhibit A; and

WHEREAS, the Property is subject to the terms of the Intergovernmental Agreement between the Town of Superior, a Colorado statutory town, and the Grantor, dated May 8, 1997, and amended by the First Amendment thereto dated March 31, 2000 and the Second Amendment to Intergovernmental Agreement, Superior Area - Comprehensive Development Plan, Mayhoffer Property dated April __, 2000 (the "IGA").

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and water resources and open space values; and

Now

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Grantor's interest in the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property



for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status of owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the City Council of the City.

1.5 Subject to the terms of the IGA concerning purchase of water rights by the Town of Superior, the first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the



Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

1.6 The right of ingress and egress to the Property for the passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of both the Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of both the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads and structures legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space

characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.7 Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

2.8 The Grantor and Grantee agree to restrict, to the extent legally possible or practicable, any mineral exploration or mineral development on the Property. Surface and open mining are expressly prohibited by this Easement.

2.9 Any use approved by the governing boards of both the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing boards of both the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County



Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction, reconstruction or replacement of any structures or development of the Property, except for structures associated with the uses permit herein.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways, except as permitted by the IGA.

3.11 The annexation of the Property to the City of Boulder or the Town of Superior, except if by mutual consent of Grantor and Grantee.



3.12 Grantor shall retain and reserve the right to use the water rights described in Exhibit A for use in current or future agricultural production on the Property, and, except as provided in the IGA, shall not transfer, encumber, lease, sell, or otherwise separate the water rights described on Exhibit A from the land described in Exhibit A.

3.13 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other Party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided evenly between the parties. The parties also agree that Grantee shall extend its existing liability and property insurance to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name the Boulder County Board of Commissioners as additional insureds.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above named-Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Property. The Grantor is granting a conservation easement only



as to the undivided one-half interest it owns in the Property. The Grantee is also the owner of an undivided one-half interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantees relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each parties respective individual fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

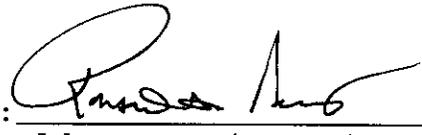
5.6 This instrument and the attached Exhibit contain the entire agreement between the parties relating to the Conservation Easement on the Property and may be modified only by an instrument in writing executed by all parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

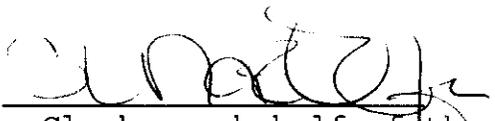
5.8 In the event of a conflict between the terms of this Conservation Easement and the terms of the IGA, the IGA shall control.



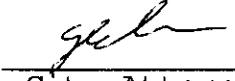
CITY OF BOULDER, a Colorado
home rule city

By: 
Ronald A. Secrist, City
Manager

Attest:

By: 
City Clerk, on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

By: 
City Attorney

Unofficial Copy



Exhibit A

Legal Description

Parcel C as shown on the Division of Land Plat of the Mayhoffer/Ochsner Property recorded on April 10, 2000 in Plan File No. P-50, F-3, #37,38,39 at Reception No. 2035923 in the Office of the Boulder County Clerk and Recorder, County of Boulder, State of Colorado.

TOGETHER WITH

All water rights owned by Grantor and used upon or appurtenant to the property legally described as Parcel C and Parcel A as shown on the Division of Land Plat for the Mayhoffer/Ochsner Property recorded on April 10, 2000 in Plan File No. P-50, F-3, #37,38,39 at Reception No. 2035923 in the Office of the Boulder County Clerk and Recorder, County of Boulder, State of Colorado, including but not limited to Grantor's seven-eighths (7/8) interest in the water right for the William C. Hake Ditch granted in the decree dated June 2, 1882, by the Boulder County District Court in Case No. 1647 in the original adjudication for Water District No. 6 with an appropriation date of June 1, 1861, for irrigation purposes, with a headgate location described as being at or on the North side of Coal Creek in the SW 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 70 West of the 6th P.M., Boulder County, Colorado; and that portion of the water right for the Autrey and Eggleston Ditch granted in the decree dated June 2, 1882, by the Boulder County District Court in Case No. 1647 in the original adjudication for Water District No. 6 with an appropriation date of June 1, 1860 from Coal Creek and changed to the headgate of the William C. Hake Ditch described as being at or on the north side of Coal Creek in the SW 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 70 West of the 6th P.M., Boulder County, Colorado, pursuant to the June 9, 1964 Boulder County District Court decree in Case No. 17505, which portion (believed to be seven-eighths (7/8) of 0.72cfs) was awarded to petitioners J. David Mayhoffer and Isabella D. Mayhoffer in said June 9, 1964 Boulder County District Court decree in Case NO. 17505.



DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the **City of Boulder**, a Colorado home rule city(hereinafter referred to as the "Grantor"), whose legal address is P. O. Box 791, Boulder, Colorado 80306, of the County of Boulder, State of Colorado and the **County of Boulder**, a body corporate and politic (hereinafter referred to as "Grantee"), whose legal address is P. O. Box 471, Boulder, Colorado 80306, of the County of Boulder, State of Colorado.

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Purchase Agreement and Division of Land dated April 4, 2000 and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2035922 on April 10, 2000 ("Purchase Agreement"); and the Special Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2035924 on April 10, 2000, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor and Grantee are tenants in common of the water rights described on Exhibit A. For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property and water rights described in Exhibit A; and

WHEREAS, the Property is subject to the terms of the Intergovernmental Agreement between the Town of Superior, a Colorado statutory town, and the Grantee, dated May 8, 1997, and amended by the First Amendment thereto dated March 31, 2000, and the Second Amendment to Intergovernmental Agreement, Superior Area - Comprehensive Development Plan, Mayhoffer Property dated April ____, 2000 (the "IGA").

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and water resources and open space values; and

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WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across its interest in the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property



for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status of owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the Board of County Commissioners of Boulder County.

1.5 Subject to the terms of the IGA concerning purchase of water rights by the Town of Superior, the first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the



Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

1.6 The right of ingress and egress to the Property for the passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of both the Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of both the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads and structures legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space



characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.7 Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

2.8 The Grantor and Grantee agree to restrict, to the extent legally possible or practicable, any mineral exploration or mineral development on the Property. Surface and open mining are expressly prohibited by this Easement.

2.9 Any use approved by the governing boards of both the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing boards of both the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County



Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction, reconstruction or replacement of any structures or development of the Property, except for structures associated with the uses permit herein.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways, except as permitted by the IGA.

3.11 The annexation of the Property to the City of Boulder or the Town of Superior, except if by mutual consent of Grantor and Grantee.



3.12 Grantor shall retain and reserve the right to use the water rights described in Exhibit A for use in current or future agricultural production on the Property, and, except as provided in the IGA, shall not transfer, encumber, lease, sell, or otherwise separate the water rights described on Exhibit A from the land described in Exhibit A.

3.13 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other Party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided evenly between the parties. The parties also agree that Grantee shall extend its existing liability and property insurance to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name the Boulder County Board of Commissioners as additional insureds.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above named-Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Property. The Grantor is granting a conservation easement only



as to the undivided one-half interest it owns in the Property. The Grantee is also the owner of an undivided one-half interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantees relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each parties respective individual fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

5.8 In the event of a conflict between the terms of this Conservation Easement and the terms of the IGA, the IGA shall control.

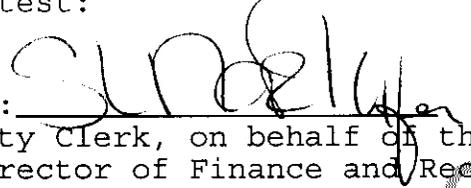


IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 6th day of April, 2000.

CITY OF BOULDER, a Colorado home rule city

By: 
Ronald A. Secrist, City Manager

Attest:

By: 
City Clerk, on behalf of the Director of Finance and Record

APPROVED AS TO FORM:

By: 
City Attorney

Unofficial Copy

COUNTY OF BOULDER,
a body corporate and politic

By: Ronald K. Stewart
Ronald K. Stewart, Chair
Board of County Commissioners

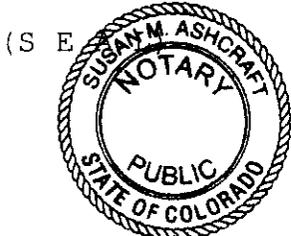
Jana L. Mendez
Jana L. Mendez, Vice-Chair
Board of County Commissioners

Paul D. Danish
Paul D. Danish, Commissioner
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by Ronald K. Stewart, Chair, Jana L. Mendez, Vice-Chair, Paul D. Danish, Commissioner, of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.



Susan M. Ashcraft
Notary Public

My Commission Expires: 10-17-2001



Boulder County Clerk, CO CE

R 0.00

2035928
Page: 11 of 11
04/10/2000 03:15P
D 0.00

Exhibit A

Legal Description

Parcel C as shown on the Division of Land Plat of the Mayhoffer/Ochsner Property recorded on April 10, 2000 in Plan File No. P-50 F-3 #37,38,39 at Reception No. 2035923 in the Office of the Boulder County Clerk and Recorder, County of Boulder, State of Colorado.

TOGETHER WITH

All water rights owned by Grantor and used upon or appurtenant to the property legally described as Parcel C and Parcel A as shown on the Division of Land Plat for the Mayhoffer/Ochsner Property recorded on April 10, 2000 in Plan File No. P-50, F-3, # 37,38,39 at Reception No. 2035923 in the Office of the Boulder County Clerk and Recorder, County of Boulder, State of Colorado, including but not limited to Grantor's seven-eighths (7/8) interest in the water right for the William C. Hake Ditch granted in the decree dated June 2, 1882, by the Boulder County District Court in Case No. 1647 in the original adjudication for Water District No. 6 with an appropriation date of June 1, 1861, for irrigation purposes, with a headgate location described as being at or on the North side of Coal Creek in the SW 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 70 West of the 6th P.M., Boulder County, Colorado; and that portion of the water right for the Autrey and Eggleston Ditch granted in the decree dated June 2, 1882, by the Boulder County District Court in Case No. 1647 in the original adjudication for Water District No. 6 with an appropriation date of June 1, 1860 from Coal Creek and changed to the headgate of the William C. Hake Ditch described as being at or on the north side of Coal Creek in the SW 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 70 West of the 6th P.M., Boulder County, Colorado, pursuant to the June 9, 1964 Boulder County District Court decree in Case No. 17505, which portion (believed to be seven-eighths (7/8) of 0.72cfs) was awarded to petitioners J. David Mayhoffer and Isabella D. Mayhoffer in said June 9, 1964 Boulder County District Court decree in Case NO. 17505.



DEED OF CONSERVATION EASEMENT IN GROSS

J929136

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the County of Boulder, a body corporate and politic (hereinafter referred to as "Grantor"), and the City of Boulder, a Colorado home rule city (hereinafter referred to as the "Grantee").

11-1

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Purchase Agreement dated Oct. 5, 2000 and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2086031 on 10-11-2000 ("Purchase Agreement"); and the General Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number _____ on Film Number 2086030 on 10-11 2000, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

ECA...

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.



1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the

Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's ordinances relating to the management of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through

dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways except if by mutual agreement of Grantor and Grantee.

3.11 The annexation of the Property to the City of Boulder, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms

hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend its existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name as additional insureds the other party hereto.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Property. The Grantor is granting a conservation easement only as to the undivided one-half interest it owns in the Property. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the

Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 3rd day of October, 2000.

COUNTY OF BOULDER,
a body corporate and politic

By: Ronald K. Stewart
Ronald K. Stewart, Chair
Board of County Commissioners

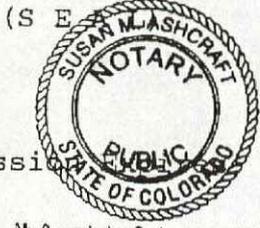
Jana L. Mendez
Jana L. Mendez, Vice-Chair
Board of County Commissioners

Paul D. Danish
Paul D. Danish, Commissioner
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 3rd day of October, 2000, by Ronald K. Stewart, Chair, Jana L. Mendez, Vice-Chair, Paul D. Danish, Commissioner, of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.



Susan M. Ashcraft
Notary Public

My Commission Expires 10-17-2001

My Commission Expires 10/17/2001



Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION SIX, TOWNSHIP ONE NORTH, RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION SIX, TOWNSHIP ONE NORTH, RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION SIX BEARS N00°10'55"E, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, N00°10'55"E A DISTANCE OF 2594.08 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 52; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°00'48"E A DISTANCE OF 480.74 FEET; THENCE S89°59'12"E A DISTANCE OF 1209.53 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, S00°12'29"E A DISTANCE OF 632.53 FEET; THENCE N89°47'31"E A DISTANCE OF 660.00 FEET, THENCE N00°12'29"W A DISTANCE OF 288.19 FEET; THENCE S89°59'12"E A DISTANCE OF 114.26 FEET; THENCE N00°12'29"W A DISTANCE OF 341.79 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY OF SAID STATE HIGHWAY NO. 52; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°59'12"E A DISTANCE OF 215.01 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID EAST LINE, S01°07'44"W A DISTANCE OF 2567.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, S89°13'56"W A DISTANCE OF 2637.39 FEET TO THE POINT OF **BEGINNING**.

Prepared by:

A. Michael Hascall
Hascall Surveys Inc.
P.O. Box 928 - 309 Mountain Avenue Suite 205
Berthoud CO 80513
Tel: (970) 532-9824

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DEED OF CONSERVATION EASEMENT IN GROSS



THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the City of Boulder, a Colorado home rule city (hereinafter referred to as "Grantor"), and the County of Boulder, a body corporate and politic, (hereinafter referred to as the "Grantee").

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Purchase Agreement dated Oct. 5, 2000 and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2086021 on 10-11-2000 ("Purchase Agreement"); and the General Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number _____ on Film Number 2086030 on 10-11-2000, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the Property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

Bea...

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement, which may be exercised by Grantee, are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.



1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the

Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's ordinances relating to the management of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property, provided that the surface of the Property shall be reclaimed promptly after construction is completed.



2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through

dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways except if by mutual agreement of Grantor and Grantee.

3.11 The annexation of the Property to the City of Boulder, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms



hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend Grantee's existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name as additional insureds the other party hereto.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Property. The Grantor is granting a conservation easement only as to the undivided one-half interest it owns in the Property. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the



Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 5th day of October, 2000.

COUNTY OF BOULDER,

a body corporate and politic

By: Ronald K Stewart
Ronald K. Stewart, Chair
Board of County Commissioners

By: Jana L. Mendez
Jana L. Mendez, Vice-Chair
Board of County Commissioners

By: Paul D. Danish
Paul D. Danish, Commissioner
Board of County Commissioners

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 3rd day of October, 2000, by Ronald K. Stewart, Chair, Jana L. Mendez, Vice-Chair, Paul D. Danish, Commissioner, of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.



Susan M. Ashcraft
Notary Public

My Commission Expires: 10-17-2001

My Commission Expires 10/17/2001

Unofficial Copy

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION SIX, TOWNSHIP ONE NORTH, RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION SIX, TOWNSHIP ONE NORTH, RANGE SIXTY-NINE WEST OF THE SIXTH PRINCIPAL MERIDIAN, FROM WHENCE THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION SIX BEARS N00°10'55"E, AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, N00°10'55"E A DISTANCE OF 2594.08 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 52; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, N89°00'48"E A DISTANCE OF 480.74 FEET; THENCE S89°59'12"E A DISTANCE OF 1209.53 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, S00°12'29"E A DISTANCE OF 632.53 FEET; THENCE N89°47'31"E A DISTANCE OF 660.00 FEET; THENCE N00°12'29"W A DISTANCE OF 288.19 FEET; THENCE S89°59'12"E A DISTANCE OF 114.26 FEET; THENCE N00°12'29"W A DISTANCE OF 341.79 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY OF SAID STATE HIGHWAY NO. 52; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S89°59'12"E A DISTANCE OF 215.01 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG SAID EAST LINE, S01°07'44"W A DISTANCE OF 2567.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, S89°13'56"W A DISTANCE OF 2637.39 FEET TO THE POINT OF BEGINNING.

Unofficial Copy

Prepared by:

A. Michael Hascall
Hascall Surveys Inc.
P.O. Box 928 - 309 Mountain Avenue Suite 205
Berthoud CO 80513
Tel: (970) 532-9824

DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the County of Boulder, a body corporate and politic (hereinafter referred to as "Grantor" or "County"), and the City of Boulder, a Colorado home rule city, (hereinafter referred to as the "Grantee" or "City").

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

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WHEREAS, Grantor and Grantee, pursuant to that certain Contract to Buy and Sell Real Estate dated September 10th, 2001, and recorded in the Boulder County Clerk and Recorder' Office ("Purchase Agreement"); and the General Warranty Deed and Quit Claim Deed's, recorded in the Boulder County Clerk and Recorder's Office on or about the date of recording of this Deed, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor owns 93 shares of the capital stock of the Left Hand Ditch Company and 100 shares of the capital stock of The New Hinman Ditch Company (sometimes referred to herein as the "Total Water Shares"). For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A and the Grantor's 100% ownership of the Total Water Shares. The term "Land" shall mean Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section

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38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Charter Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement, which may be exercised by Grantee, are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's

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successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

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1.6 The right of ingress and egress to the Property for the public and the Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's Charter relating to the usage of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Maintenance, repair, removal and replacement of existing drainage facilities and underground utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that



frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water and shall be in accordance with any and all state and federal requirements. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.7 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.



3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways.

3.11 The annexation of the Property to any city, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

3.13 The transfer, encumbrance, lease, sale, or other separation of the Total Water Shares from the Property; Grantor shall retain and reserve the right to use the Total Water Shares for current or future agricultural production on the Property.

IV. ENFORCEMENT

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4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 To the extent permitted by law, each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend Grantee's existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Land and a 100% interest in the Total Water Shares. The Grantor is granting a conservation easement only as to the undivided one-half interest it owns in the Land and the 100% interest in the Total Water Shares. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Land and the 100% interest in the Total Water Shares owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this

IBM Exchange Agreement



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Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 19th day of October, 2001.

IBM Exchange Agreement

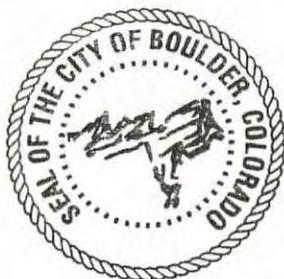


CITY OF BOULDER, a Colorado
home rule city

By: Christine Andersen
for Ronald A. Secrist,
City Manager

Attest:

By: [Signature]
City Clerk on behalf of the
Director of Finance & Record



Approved as to form:

By: [Signature]
City Attorney



LEGAL DESCRIPTION
FILE NO. 1222064
PAGE 1 OF 2

"EXHIBIT A"

A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS SOUTH 00 DEGREES 03 MINUTES 11 SECONDS EAST, 2610.54 FEET;
THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS WEST, 2612.71 FEET ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 2 TO THE NORTHWEST CORNER OF SAID SECTION 2;
THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, 2650.82 FEET ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 35 TO THE W 1/4 CORNER OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, 1329.87 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 06 MINUTES 08 SECONDS EAST 30.00 FEET ALONG THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 08 SECONDS EAST, 1292.94 FEET ALONG THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 664.77 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 05 MINUTES 43 SECONDS EAST, 1291.99 FEET ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE NW 1/4 OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 40 MINUTES 39 SECONDS EAST, 664.61 FEET ALONG THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST, 30.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 TO THE N 1/4 CORNER OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, 1615.68 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 35 TO THE WEST LINE EXTENDED NORTHERLY OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED JANUARY 2, 1979 ON FILM 1044 AT RECEPTION NO. 316584 OF THE RECORDS OF BOULDER COUNTY, COLORADO;



LEGAL DESCRIPTION
FILE NO. 1222064
PAGE 2 OF 2

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, 1347.85 FEET ALONG THE WESTERLY LINE EXTENDED NORTHERLY AND THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED SOUTHERLY OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED JANUARY 2, 1979 ON SAID FILM 1044 AT RECEPTION NO. 316584 TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED DECEMBER 11, 1978 ON FILM 1041 AT RECEPTION NO. 313459 OF THE RECORDS OF BOULDER COUNTY, COLORADO;
THENCE SOUTH 89 DEGREES 52 MINUTES 27 SECONDS EAST, 1016.33 FEET ALONG THE SOUTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED DECEMBER 11, 1978 IN SAID FILM 1041 AT RECEPTION NO. 313459 TO THE WEST LINE OF THE EAST 30.00 FEET OF THE NE 1/4 OF SAID SECTION 35;
THENCE SOUTH 00 DEGREES 15 MINUTES 20 SECONDS EAST, 1268.10 FEET ALONG THE WEST LINE OF THE EAST 30.00 FEET OF THE NE 1/4 OF SAID SECTION 35 TO THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35;
THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, 3968.43 FEET ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35 TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING.

COUNTY OF BOULDER,
STATE OF COLORADO.

LEGAL DESCRIPTION PREPARED BY: LOREN K. SHANKS, PLS 28285, DREXEL BARRELL & COMPANY, 4840 PEARL EAST CIRCLE, #114, BOULDER, CO 80301-2745, PHONE NO. (303) 442-4338.



DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the City of Boulder, a Colorado home rule city (hereinafter referred to as "Grantor" or "City"), and the County of Boulder, a body corporate and politic (hereinafter referred to as the "Grantee" or "County").

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Real Estate Purchase and Sale Contract dated September 10th, 2001, ("Purchase Agreement"); and the General Warranty Deed and Quit Claim Deed's, all recorded in the Boulder County Clerk and Recorder's office on or about the date of recording of this Deed, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor owns 92 shares of the capital stock of the Left Hand Ditch Company and 100 shares of the capital stock of The New Hinman Ditch Company (sometimes referred to herein as the "Total Water Shares"). For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A and the Grantor's 100% ownership of the Total Water Shares. The term "Land" shall mean Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

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WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Charter Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement, which may be exercised by Grantee, are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably



interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.



1.6 The right of ingress and egress to the Property for the public and the Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's Charter relating to the usage of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Maintenance, repair, removal and replacement of existing drainage facilities and underground utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with



that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water and shall be in accordance with any and all state and federal requirements. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.7 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.



3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways.

3.11 The annexation of the Property to any city, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

3.13 The transfer, encumbrance, lease, sale, or other separation of the Total Water Shares from the Property; Grantor shall retain and reserve the right to use the Total Water Shares for current or future agricultural production on the Property.

IV. ENFORCEMENT



4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 To the extent permitted by law, each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend Grantee's existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Land and a 100% interest in the Total Water Shares. The Grantor is granting a conservation easement only as to the undivided one-half interest it owns in the Land and the 100% interest in the Total Water Shares. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Land and the 100% interest in the Total Water Shares owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this



Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 19 day of October, 2001.



COUNTY OF BOULDER,
a body corporate and politic

By: Jana L Mendez
Jana L. Mendez, Chair
Board of County Commissioners

By: Paul D Danish
Paul D. Danish, Vice-Chair
Board of County Commissioners

By: Ronald K Stewart
Ronald K. Stewart, Commissioner
Board of County Commissioners

STATE OF COLORADO

COUNTY OF BOULDER

) ss.
)

The foregoing instrument was acknowledged before me this 18th
day of October, 2001, by Jana L. Mendez, Chair, Paul
D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner, of
the Board of County Commissioners of Boulder County.

Witness my hand and official seal.

(S E J)



Carol J. Gardiner
Notary Public

My Commission Expires: 8/15/2003



CITY OF BOULDER, a Colorado
home rule city

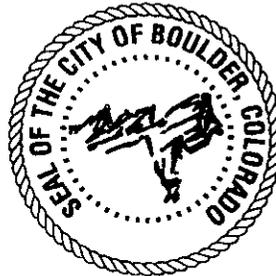
By: Christina Anderson
for Ronald A. Secrist,
City Manager

Attest:

By: [Signature]
City Clerk on behalf of the
Director of Finance & Record

Approved as to form:

By: [Signature]
City Attorney



Unofficial Copy



LEGAL DESCRIPTION
FILE NO. 1222064
PAGE 1 OF 2

"EXHIBIT A"

A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE W 1/4 CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 70 WEST OF THE 6TH P.M., FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS SOUTH 00 DEGREES 03 MINUTES 11 SECONDS EAST, 2610.54 FEET;
THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS WEST, 2612.71 FEET ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 2 TO THE NORTHWEST CORNER OF SAID SECTION 2;
THENCE NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, 2650.82 FEET ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 35 TO THE W 1/4 CORNER OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 50 MINUTES 31 SECONDS EAST, 1329.87 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 06 MINUTES 08 SECONDS EAST 30.00 FEET ALONG THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 08 SECONDS EAST, 1292.94 FEET ALONG THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTHWEST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, 664.77 FEET ALONG THE NORTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 05 MINUTES 43 SECONDS EAST, 1291.99 FEET ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35 TO THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE NW 1/4 OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 40 MINUTES 39 SECONDS EAST, 664.61 FEET ALONG THE SOUTH LINE OF THE NORTH 30.00 FEET OF THE NW 1/4 OF SAID SECTION 35 TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35;
THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST, 30.00 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 TO THE N 1/4 CORNER OF SAID SECTION 35;
THENCE SOUTH 89 DEGREES 57 MINUTES 28 SECONDS EAST, 1615.68 FEET ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 35 TO THE WEST LINE EXTENDED NORTHERLY OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED JANUARY 2, 1979 ON FILM 1044 AT RECEPTION NO. 316584 OF THE RECORDS OF BOULDER COUNTY, COLORADO;



LEGAL DESCRIPTION
FILE NO. 1222064
PAGE 2 OF 2

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, 1347.85 FEET ALONG THE WESTERLY LINE EXTENDED NORTHERLY AND THE WESTERLY LINE AND THE WESTERLY LINE EXTENDED SOUTHERLY OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED JANUARY 2, 1979 ON SAID FILM 1044 AT RECEPTION NO. 316584 TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED DECEMBER 11, 1978 ON FILM 1041 AT RECEPTION NO. 313459 OF THE RECORDS OF BOULDER COUNTY, COLORADO;
THENCE SOUTH 89 DEGREES 52 MINUTES 27 SECONDS EAST, 1016.33 FEET ALONG THE SOUTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED DECEMBER 11, 1978 IN SAID FILM 1041 AT RECEPTION NO. 313459 TO THE WEST LINE OF THE EAST 30.00 FEET OF THE NE 1/4 OF SAID SECTION 35;
THENCE SOUTH 00 DEGREES 15 MINUTES 20 SECONDS EAST, 1268.10 FEET ALONG THE WEST LINE OF THE EAST 30.00 FEET OF THE NE 1/4 OF SAID SECTION 35 TO THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35;
THENCE NORTH 89 DEGREES 50 MINUTES 31 SECONDS WEST, 3968.43 FEET ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE N 1/2 OF SAID SECTION 35 TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 35 AND THE TRUE POINT OF BEGINNING,

COUNTY OF BOULDER,
STATE OF COLORADO.

LEGAL DESCRIPTION PREPARED BY: LOREN K. SHANKS, PLS 28285, DREXEL BARRELL & COMPANY, 4840 PEARL EAST CIRCLE, #114, BOULDER, CO 80301-2745, PHONE NO. (303) 442-4338.

County to City

Traced

DEED OF CONSERVATION EASEMENT IN GROSS

9 K122743 F

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the County of Boulder, a body corporate and politic (hereinafter referred to as "Grantor" or "County"), and the City of Boulder, a Colorado home rule City, (hereinafter referred to as the "Grantee" or "County").

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RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Contract to Buy and Sell Real Estate dated May 9, 2001, and recorded in the Boulder County Clerk and Recorder's Office ("Purchase Agreement"); and the Special Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2161068 on June 13, 2001, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor and Grantee each own 290 shares of the capital stock of Left Hand Ditch Company (sometimes referred to herein as the "Water Rights"). For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A and the Grantor's 100% ownership of the Water Rights (the 290 shares of Left Hand Ditch Company). The term "Land" shall mean Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

ROB

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Charter Sections; and

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WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement, which may be exercised by Grantee, are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably

14-4

1.6 The right of ingress and egress to the Property for the public and the Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's Charter relating to the usage of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Maintenance, repair, removal and replacement of existing drainage facilities and underground utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

14-5

2.7 Relocation of prairie dogs and other animals or species which have caused or are likely to cause damage to crops, agricultural production of irrigated fields, livestock or other property, from the Property to other City of Boulder Open Space properties, or other properties available for use by the City. City shall be responsible for relocating such animals within the next appropriate relocation season after receipt of a written request from County.

2.8 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder

County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

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3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways.

3.11 The annexation of the Property to any city, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

3.13 The transfer, encumbrance, lease, sale, or other separation of the Water Rights from the Property; Grantor shall retain and reserve the right to use the Water Rights for current or future agricultural production on the Property. 14-7

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 To the extent permitted by law, each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend Grantee's existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Land and a 100% interest in the Water Rights. The Grantor is

14-8

granting a conservation easement only as to the undivided one-half interest it owns in the Land and the 100% interest in the Water Rights. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Land and the 100% interest in the Water Rights owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 17th day of June, 2001.

COUNTY OF BOULDER,
a body corporate and politic

By: Jana L. Mendez 14-4
Jana L. Mendez, Chair
Board of County Commissioners

By: Paul D. Danish
Paul D. Danish, Vice-Chair
Board of County Commissioners

By: Ronald K. Stewart
Ronald K. Stewart, Commissioner
Board of County Commissioners

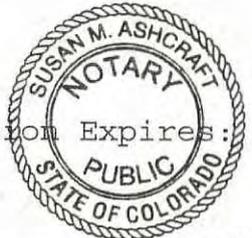
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 7th
day of June, 2001, by Jana L. Mendez, Chair,
Paul D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner,
of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.

(S E A L)

Susan M. Ashcraft
Notary Public



My Commission Expires: 10/17/2001

My Commission Expires 10/17/2001

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CITY OF BOULDER, a Colorado
home rule city

By: [Signature]
Ronald A. Secrist,
City Manager

Attest:

By: [Signature]
City Clerk on behalf of the
Director of Finance & Record

Approved as to form:

By: [Signature]
City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 4th
day of June, 2001, by Ronald A. Secrist, City
Manager of the City of Boulder.

(S E A L)

[Signature]
Notary Public

My Commission Expires: 4/12/2004

JULIA CHASE
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 04/12/2004

EXHIBIT A to Deed of Conservation Easement in Gross
Legal Description

14-11

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED BY RAY C. IMEL, INC., A COLORADO CORPORATION, TO ERIC ALAN JOHNSON AND DEBRA JAN JOHNSON BY QUITCLAIM DEED RECORDED OCTOBER 29, 1999 AS RECEPTION NO. 1994966, AND DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., THENCE SOUTH 89 DEG. 47'25" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 766.00 FEET; THENCE SOUTH 00 DEG. 00'46" EAST PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, 105.00 FEET; THENCE NORTH 89 DEG. 47'25" EAST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 766.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00 DEG. 00'46" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 105.00 FEET TO THE POINT OF THE BEGINNING;

AND FURTHER EXCEPTING THEREFROM THOSE TRACTS AS CONVEYED BY LLOYD K. RUDD TO THE UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED OCTOBER 2, 1953 IN BOOK 937 AT PAGE 458, AND BEING MORE FULLY DESCRIBED THEREIN.

THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

THE SOUTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4; THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE SOUTH 440 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4; AND THE SOUTH 440 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO;

EXCEPTING HOWEVER FROM THE AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26 AND AFORESAID SOUTHWEST 1/4 OF SECTION 23, THE FOLLOWING DESCRIBED PARCELS OF LAND, AND FOR IDENTIFICATION PURPOSES, TO BE KNOWN AS LOTS A, B, AND C:

Exhibit A
Legal Description

14-12

LOT A

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 BEARS SOUTH 89 DEG. 50'17" WEST, 2641.06 FEET; THENCE NORTH 00 DEG. 11'08" WEST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1269.84 FEET;
THENCE NORTH 02 DEG. 20'20" EAST, 187.58 FEET;
THENCE NORTH 80 DEG. 57'41" EAST, 126.47 FEET;
THENCE NORTH 64 DEG. 14'49" EAST, 75.19 FEET;
THENCE NORTH 43 DEG. 05'33" EAST, 232.89 FEET;
THENCE NORTH 73 DEG. 14'32" EAST, 274.74 FEET;
THENCE NORTH 19 DEG. 03'01" EAST, 180.56 FEET;
THENCE NORTH 07 DEG. 06'36" EAST, 275.60 FEET;
THENCE NORTH 41 DEG. 11'16" WEST, 84.28 FEET;
THENCE 84.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 240.21 FEET, A CENTRAL ANGLE OF 20 DEG. 09'59", AND A CHORD THAT BEARS NORTH 53 DEG. 03'42" EAST, 84.11 FEET;
THENCE NORTH 42 DEG. 58'42" EAST, 155.36 FEET;
THENCE NORTH 43 DEG. 43'08" EAST, 53.02 FEET;
THENCE SOUTH 75 DEG. 50'30" EAST, 45.79 FEET;
THENCE NORTH 76 DEG. 24'58" EAST, 54.02 FEET;
THENCE NORTH 60 DEG. 43'22" EAST, 49.94 FEET;
THENCE NORTH 70 DEG. 16'40" EAST, 116.50 FEET;
THENCE SOUTH 83 DEG. 28'44" EAST, 58.03 FEET;
THENCE SOUTH 75 DEG. 35'33" EAST, 51.77 FEET;
THENCE SOUTH 58 DEG. 00'30" EAST, 19.25 FEET;
THENCE SOUTH 43 DEG. 21'48" EAST, 18.77 FEET;
THENCE SOUTH 80 DEG. 12'06" EAST, 9.11 FEET TO A POINT ON THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26;
THENCE SOUTH 00 DEG. 11'08" EAST ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1216.11 FEET TO THE POINT OF BEGINNING.

Exhibit A
Legal Description

14-13

LOT B

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOUDLER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 BEARS SOUTH 89 DEG. 50'17" WEST, 2641.06 FEET; THENCE NORTH 00 DEG. 11'08" WEST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 30.00 FEET; THENCE SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1269.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 656.38 FEET;
THENCE NORTH 23 DEG. 41'21" EAST, 124.08 FEET;
THENCE NORTH 37 DEG. 44'32" EAST, 92.57 FEET;
THENCE NORTH 32 DEG. 58'15" EAST, 126.63 FEET;
THENCE NORTH 54 DEG. 14'09" EAST, 130.88 FEET;
THENCE SOUTH 68 DEG. 31'46" EAST, 32.87 FEET;
THENCE SOUTH 69 DEG. 59'16" EAST, 112.59 FEET;
THENCE NORTH 71 DEG. 49'42" EAST, 169.80 FEET;
THENCE NORTH 48 DEG. 28'24" EAST, 76.25 FEET;
THENCE NORTH 47 DEG. 09'17" EAST, 270.83 FEET;
THENCE NORTH 35 DEG. 00'09" EAST, 105.31 FEET;
THENCE NORTH 38 DEG. 45'42" EAST, 212.39 FEET;
THENCE NORTH 59 DEG. 49'33" EAST, 36.95 FEET;
THENCE NORTH 66 DEG. 41'20" EAST, 116.89 FEET;
THENCE NORTH 63 DEG. 08'42" EAST, 166.70 FEET;
THENCE SOUTH 41 DEG. 11'16" EAST, 84.28 FEET;
THENCE SOUTH 07 DEG. 06'36" WEST, 275.60 FEET;
THENCE SOUTH 19 DEG. 03'01" WEST, 180.56 FEET;
THENCE SOUTH 73 DEG. 14'32" WEST, 274.74 FEET;
THENCE SOUTH 43 DEG. 05'33" WEST, 232.89 FEET;
THENCE SOUTH 64 DEG. 14'49" WEST, 75.19 FEET;
THENCE SOUTH 80 DEG. 57'41" WEST, 126.47 FEET;
THENCE SOUTH 02 DEG. 20'20" WEST, 187.58 FEET TO THE POINT OF BEGINNING.

Exhibit A
Legal Description

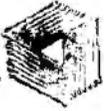
LOT C

14-14

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 23, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 BEARS SOUTH 00 DEG. 03'07" EAST, 1321.82 FEET; THENCE SOUTH 00 DEG. 03'07" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, 592.67 FEET; THENCE NORTH 89 DEG. 56'53" EAST, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 86 DEG. 10'59" EAST, 159.90 FEET;
THENCE NORTH 87 DEG. 49'28" EAST, 143.02 FEET;
THENCE NORTH 78 DEG. 11'05" EAST, 126.49 FEET;
THENCE NORTH 69 DEG. 11'04" EAST, 307.13 FEET;
THENCE NORTH 62 DEG. 03'15" EAST, 97.54 FEET;
THENCE NORTH 81 DEG. 40'06" EAST, 72.64 FEET;
THENCE NORTH 73 DEG. 31'10" EAST, 63.21 FEET;
THENCE NORTH 64 DEG. 53'26" EAST, 25.77 FEET;
THENCE SOUTH 00 DEG. 03'07" EAST, 692.63 FEET;
THENCE SOUTH 01 DEG. 31'28" EAST, 296.33 FEET;
THENCE SOUTH 88 DEG. 34'03" WEST, 194.89 FEET;
THENCE NORTH 65 DEG. 44'55" WEST, 99.14 FEET;
THENCE SOUTH 89 DEG. 54'56" WEST, 495.37 FEET;
THENCE NORTH 89 DEG. 54'24" WEST 182.60 FEET;
THENCE NORTH 00 DEG. 03'07" WEST, PARALLEL TO, AND MEASURED 30.00 FEET PERPENDICULARLY FROM, THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, 717.23 FEET TO THE POINT OF BEGINNING.



DEED OF CONSERVATION EASEMENT IN GROSS

8 K122763

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the City of Boulder, a Colorado home rule city (hereinafter referred to as "Grantor" or "City"), and the County of Boulder, a body corporate and politic, (hereinafter referred to as the "Grantee" or "County").

14-1

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Contract to Buy and Sell Real Estate dated May 9, 2001, and recorded in the Boulder County Clerk and Recorder's Office ("Purchase Agreement"); and the Special Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2161068 on June 13, 2001, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor and Grantee each own 290 shares of the capital stock of Left Hand Ditch Company (sometimes referred to herein as the "Water Rights"). For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A and the Grantor's 100% ownership of the Water Rights (the 290 shares of Left Hand Ditch Company). The term "Land" shall mean Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

ROB



DEED OF CONSERVATION EASEMENT IN GROSS

8

K122763

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the City of Boulder, a Colorado home rule city (hereinafter referred to as "Grantor" or "City"), and the County of Boulder, a body corporate and politic, (hereinafter referred to as the "Grantee" or "County").

14-1

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Contract to Buy and Sell Real Estate dated May 9, 2001, and recorded in the Boulder County Clerk and Recorder's Office ("Purchase Agreement"); and the Special Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2161068 on June 13, 2001, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. Additionally, Grantor and Grantee each own 290 shares of the capital stock of Left Hand Ditch Company (sometimes referred to herein as the "Water Rights"). For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A and the Grantor's 100% ownership of the Water Rights (the 290 shares of Left Hand Ditch Company). The term "Land" shall mean Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

ROB

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Charter Sections; and

14-2

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement, which may be exercised by Grantee, are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably

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interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

1.6 The right of ingress and egress to the Property for the public and the Grantee for passive recreational uses.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

14-4

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's Charter relating to the usage of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Maintenance, repair, removal and replacement of existing drainage facilities and underground utility mains, lines and facilities, provided that the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

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2.6 Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Further, application of pesticides and herbicides and other chemicals shall be prohibited unless non-toxic remedies are reasonably determined to have little opportunity for success, or unless required by state and/or federal law. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County, or the governing authority.

2.7 Relocation of prairie dogs and other animals or species which have caused or are likely to cause damage to crops, agricultural production of irrigated fields, livestock or other property, from the Property to other City of Boulder Open Space properties, or other properties available for use by the City. City shall be responsible for relocating such animals within the next appropriate relocation season after receipt of a written request from County.

2.8 Any use approved by the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder

County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

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3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways.

3.11 The annexation of the Property to any city, except if by mutual consent of Grantor and Grantee.

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3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

3.13 The transfer, encumbrance, lease, sale, or other separation of the Water Rights from the Property; Grantor shall retain and reserve the right to use the Water Rights for current or future agricultural production on the Property.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 To the extent permitted by law, each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend Grantee's existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Land and a 100% interest in the Water Rights. The Grantor is



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granting a conservation easement only as to the undivided one-half interest it owns in the Land and the 100% interest in the Water Rights. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Land and the 100% interest in the Water Rights owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 7th day of June, 2001.



COUNTY OF BOULDER,
a body corporate and politic

By: Jana L. Mendez 14-9
Jana L. Mendez, Chair
Board of County Commissioners

By: Paul D. Danish
Paul D. Danish, Vice-Chair
Board of County Commissioners

By: Ronald K. Stewart
Ronald K. Stewart, Commissioner
Board of County Commissioners

STATE OF COLORADO)

COUNTY OF BOULDER)

) ss.

The foregoing instrument was acknowledged before me this 7th
day of June, 2001, by Jana L. Mendez, Chair,
Paul D. Danish, Vice-Chair, and Ronald K. Stewart, Commissioner,
of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.

(S E A L)



Susan M. Ashcraft
Notary Public

My Commission Expires 10/17/2001

My Commission Expires 10/17/2001

EXHIBIT A to Deed of Conservation Easement in Gross
Legal Description

14-11

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION AS CONVEYED BY RAY C. IMEL, INC., A COLORADO CORPORATION, TO ERIC ALAN JOHNSON AND DEBRA JAN JOHNSON BY QUITCLAIM DEED RECORDED OCTOBER 29, 1999 AS RECEPTION NO. 1994966, AND DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., THENCE SOUTH 89 DEG. 47'25" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 766.00 FEET; THENCE SOUTH 00 DEG. 00'46" EAST PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22, 105.00 FEET; THENCE NORTH 89 DEG. 47'25" EAST PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 766.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00 DEG. 00'46" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 22, 105.00 FEET TO THE POINT OF THE BEGINNING;

AND FURTHER EXCEPTING THEREFROM THOSE TRACTS AS CONVEYED BY LLOYD K. RUDD TO THE UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED OCTOBER 2, 1953 IN BOOK 937 AT PAGE 458 AND BEING MORE FULLY DESCRIBED THEREIN.

THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

THE SOUTHEAST 1/4; THE SOUTH 1/2 OF THE NORTHWEST 1/4; THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THE SOUTH 440 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4; AND THE SOUTH 440 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO;

EXCEPTING HOWEVER FROM THE AFORESAID NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26 AND AFORESAID SOUTHWEST 1/4 OF SECTION 23, THE FOLLOWING DESCRIBED PARCELS OF LAND, AND FOR IDENTIFICATION PURPOSES, TO BE KNOWN AS LOTS A, B, AND C:



Exhibit A
Legal Description

LOT A

1412

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 BEARS SOUTH 89 DEG. 50'17" WEST, 2641.06 FEET; THENCE NORTH 00 DEG. 11'08" WEST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1269.84 FEET;
THENCE NORTH 02 DEG. 20'20" EAST, 187.58 FEET;
THENCE NORTH 80 DEG. 57'41" EAST, 126.47 FEET;
THENCE NORTH 64 DEG. 14'49" EAST, 75.19 FEET;
THENCE NORTH 43 DEG. 05'33" EAST, 232.89 FEET;
THENCE NORTH 73 DEG. 14'32" EAST, 274.74 FEET;
THENCE NORTH 19 DEG. 03'01" EAST, 180.56 FEET;
THENCE NORTH 07 DEG. 06'36" EAST, 275.60 FEET;
THENCE NORTH 41 DEG. 11'16" WEST, 84.28 FEET;
THENCE 84.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 240.21 FEET, A CENTRAL ANGLE OF 20 DEG. 09'59", AND A CHORD THAT BEARS NORTH 53 DEG. 03'42" EAST, 84.11 FEET;
THENCE NORTH 42 DEG. 58'42" EAST, 155.36 FEET;
THENCE NORTH 43 DEG. 43'08" EAST, 53.02 FEET;
THENCE SOUTH 75 DEG. 50'30" EAST, 45.79 FEET;
THENCE NORTH 76 DEG. 24'58" EAST, 54.02 FEET;
THENCE NORTH 60 DEG. 43'22" EAST, 49.94 FEET;
THENCE NORTH 70 DEG. 16'40" EAST, 116.50 FEET;
THENCE SOUTH 83 DEG. 28'44" EAST, 58.03 FEET;
THENCE SOUTH 75 DEG. 35'33" EAST, 51.77 FEET;
THENCE SOUTH 58 DEG. 00'30" EAST, 19.25 FEET;
THENCE SOUTH 43 DEG. 21'48" EAST, 18.77 FEET;
THENCE SOUTH 80 DEG. 12'06" EAST, 9.11 FEET TO A POINT ON THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26;
THENCE SOUTH 00 DEG. 11'08" EAST ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1216.11 FEET TO THE POINT OF BEGINNING.

Exhibit A
Legal Description

LOT B

14-13

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOUDLER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26 BEARS SOUTH 89 DEG. 50'17" WEST, 2641.06 FEET; THENCE NORTH 00 DEG. 11'08" WEST, ALONG THE EAST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 30.00 FEET; THENCE SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 1269.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEG. 50'17" WEST, PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, 656.38 FEET;
THENCE NORTH 23 DEG. 41'21" EAST, 124.08 FEET;
THENCE NORTH 37 DEG. 44'32" EAST, 92.57 FEET;
THENCE NORTH 32 DEG. 58'15" EAST, 126.63 FEET;
THENCE NORTH 54 DEG. 14'09" EAST, 130.88 FEET;
THENCE SOUTH 68 DEG. 31'46" EAST, 92.87 FEET;
THENCE SOUTH 69 DEG. 59'16" EAST, 112.59 FEET;
THENCE NORTH 71 DEG. 49'42" EAST, 169.80 FEET;
THENCE NORTH 48 DEG. 28'24" EAST, 76.25 FEET;
THENCE NORTH 47 DEG. 09'17" EAST, 270.83 FEET;
THENCE NORTH 35 DEG. 00'09" EAST, 105.31 FEET;
THENCE NORTH 38 DEG. 45'42" EAST, 212.39 FEET;
THENCE NORTH 59 DEG. 49'33" EAST, 36.95 FEET;
THENCE NORTH 66 DEG. 41'20" EAST, 116.89 FEET;
THENCE NORTH 63 DEG. 08'42" EAST, 166.70 FEET;
THENCE SOUTH 41 DEG. 11'16" EAST, 84.28 FEET;
THENCE SOUTH 07 DEG. 06'36" WEST, 275.60 FEET;
THENCE SOUTH 19 DEG. 03'01" WEST, 180.56 FEET;
THENCE SOUTH 73 DEG. 14'32" WEST, 274.74 FEET;
THENCE SOUTH 43 DEG. 05'33" WEST, 232.89 FEET;
THENCE SOUTH 64 DEG. 14'49" WEST, 75.19 FEET;
THENCE SOUTH 80 DEG. 57'41" WEST, 126.47 FEET;
THENCE SOUTH 02 DEG. 20'20" WEST, 187.58 FEET TO THE POINT OF BEGINNING.

Exhibit A
Legal Description

LOT C

14-14

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 23, FROM WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23 BEARS SOUTH 00 DEG. 03'07" EAST, 1321.82 FEET; THENCE SOUTH 00 DEG. 03'07" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, 592.67 FEET; THENCE NORTH 89 DEG. 56'53" EAST, 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 86 DEG. 10'59" EAST, 159.90 FEET;
THENCE NORTH 87 DEG. 49'28" EAST, 143.02 FEET;
THENCE NORTH 78 DEG. 11'05" EAST, 126.49 FEET;
THENCE NORTH 69 DEG. 11'04" EAST, 307.13 FEET;
THENCE NORTH 62 DEG. 03'15" EAST, 97.54 FEET;
THENCE NORTH 81 DEG. 40'06" EAST, 72.64 FEET;
THENCE NORTH 73 DEG. 31'10" EAST, 63.21 FEET;
THENCE NORTH 64 DEG. 53'26" EAST, 25.77 FEET;
THENCE SOUTH 00 DEG. 03'07" EAST, 692.63 FEET;
THENCE SOUTH 01 DEG. 31'28" EAST, 296.33 FEET;
THENCE SOUTH 88 DEG. 34'03" WEST, 194.89 FEET;
THENCE NORTH 65 DEG. 44'55" WEST, 99.14 FEET;
THENCE SOUTH 89 DEG. 54'56" WEST, 495.37 FEET;
THENCE NORTH 89 DEG. 54'24" WEST, 182.60 FEET;
THENCE NORTH 00 DEG. 03'07" WEST, PARALLEL TO, AND MEASURED 30.00 FEET PERPENDICULARLY FROM, THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23, 717.23 FEET TO THE POINT OF BEGINNING.

5
5-1

Boulder County
NO FEE

STG # 600 1442A94

DEED OF CONSERVATION EASEMENT IN GROSS

For good and valuable consideration, the COUNTY OF BOULDER, a body corporate and politic, hereinafter referred to as "Grantor", hereby grants and conveys a Conservation Easement to the CITY OF BOULDER, a Colorado home rule city, hereinafter referred to as "Grantee". The provisions contained in Section 38-30.5-101 et. seq., C.R.S., shall be applied to this Conservation Easement.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space and environmental uses, the natural condition and aesthetic and ecological feature of those lands hereinafter referred to as the "Property" more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

I. GRANT

- 1.1 Grantee shall have the right to preserve the land in and protect the view of and over the Property in its present natural, scenic and open space condition.
- 1.2 Grantee shall have the right to enter upon the Property for the purposes of inspection and enforcement of any and all rights granted hereby and maintenance, patrol and emergency access.
- 1.3 Grantor shall not restrict or prohibit public access through the property.
- 1.4 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.

II. COVENANTS

- 2.1 Grantor shall not use the Property or allow the Property to be used in a manner inconsistent with the spirit and purposes stated herein.
- 2.2 Grantor is prohibited from building any structures or allowing any development on the Property.
- 2.3 Grantor shall not permit the removal, destruction, or cutting of any tree or plant (including, but not limited to, shrubs, flowers, ferns, and lichens), use of any biocide, or disturbance or change in the natural environment and habitat in any manner in the Property,

except as required for weed control.

- 2.4 There shall be no dumping or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.
- 2.5 Grantor shall not allow any fire to be set, controlled or uncontrolled, or any hunting or trapping or poisoning of wildlife on the Property. Grantor agrees to make a reasonable effort to suppress any fire that may occur on the Property including, but not limited to, notifying the appropriate fire district, and Grantor agrees to report any hunting or trapping violation to the office of the Colorado State Fish and Wildlife Division or its successors.
- 2.6 Grantor agrees to pay any taxes and assessments levied on the Property as provided in Section 38-30.5-109, C.R.S.
- 2.7 Grantor shall not lease, engage in nor permit the extraction of sand, gravel, rocks, other minerals, coal, or oil and gas from the Property, except as provided under any oil and gas lease existing as of the date of this Conservation Easement.

III. ENFORCEMENT

- 3.1 Grantee may exercise immediate reasonable enforcement and conservation actions when such actions are warranted for the protection and preservation of the Property.
- 3.2 The Parties also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including, but not limited to, restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

IV. MISCELLANEOUS

- 4.1 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property.

- 4.2 This instrument and the attached exhibit 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.
- 4.3 This Conservation Easement is subject to the terms and conditions of the Option to Purchase Contract between the Grantor and Grantee executed on December 28, 1993.

V. COUNTERPARTS

5.1 This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 15th day of December, 1994.

COUNTY OF BOULDER, a Body Corporate and Politic



Kenneth K. Stewart
 Kenneth K. Stewart, Chair
 Board of County Commissioners

Susan M. Ashcraft
 Clerk to the Board

CITY OF BOULDER, a Colorado Home Rule City

By: [Signature]
 City Manager

Attest: [Signature]
 Director of Finance and Record
 Ex-officio City Clerk

Approved as to form:

[Signature]
 City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Stephen T. Honey, as City Manager for the City of Boulder, a Colorado home rule city.

Witness my hand and official seal.
My commission expires: 6/15/96.

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Carie J. Fine, as Director of Finance and Record, ex-officio City Clerk for the City of Boulder, a Colorado home rule city.

Witness my hand and official seal.
My commission expires: 6/15/96.

[Signature]
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 15th day of December, 1994, by Joseph M. deParmentis, as City Attorney for the City of Boulder, a Colorado home rule city.

Witness my hand and official seal.
My commission expires: 6/15/96.

[Signature]
Notary Public

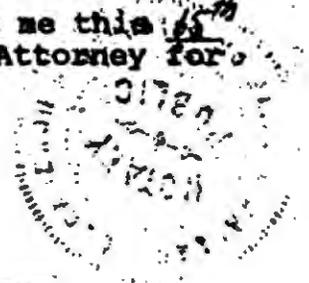


EXHIBIT A

5-5

AN UNDIVIDED 50% INTEREST IN AND TO THE FOLLOWING:

PARCEL A:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26;
THE SOUTH 1/2 OF SECTION 26, EXCEPT THAT PORTION OF SAID
SOUTH 1/2 CONVEYED TO THE CITY OF BOULDER IN DEED RECORDED
DECEMBER 30, 1993 ON FILM 1922 AT RECEPTION NO. 01378732;

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND THE SOUTHWEST
1/4 OF THE NORTHWEST 1/4 OF SECTION 35;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF BOULDER IN
DEED RECORDED DECEMBER 30, 1993 ON FILM 1922 AT RECEPTION
NO. 01378732;

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION
35 LYING WEST OF THE COUNTY ROAD;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 35 LYING NORTH AND WEST OF THE COUNTY ROAD,
AND

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND
THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 LYING
NORTH AND WEST OF THE COUNTY ROAD;

ALL IN TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL B:

SOUTHEAST 1/4 OF SECTION 23, SOUTHWEST 1/4 OF SOUTHWEST 1/4
OF SECTION 24, EXCEPT PART CONVEYED TO PUBLIC SERVICE
COMPANY OF COLORADO

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, EXCEPT
PART CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO

NORTHEAST 1/4 OF SECTION 26, LESS THE SOUTHEAST 1/4,
THEREOF AND LESS THE FOLLOWING DESCRIBED:

BEGINNING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4
OF SECTION 26, AT ITS INTERSECTION WITH THE CENTERLINE OF
COAL CREEK DRIVE; THENCE S 00°15'22" W, ALONG SAID WEST
LINE, 1689.23 FEET TO THE SW CORNER OF THE SAID NORTHEAST
1/4; THENCE N 89°39'38" E., ALONG THE SOUTH LINE OF SAID
NORTHEAST 1/4, 713.07 FEET; THENCE N 20°18' W, 1461.12
FEET; THENCE N 00°15'22" E., 454.64 FEET, TO THE CENTERLINE
OF COAL CREEK DRIVE; THENCE S 53°13'12" W., ALONG SAID
CENTERLINE, 250.54 FEET TO THE POINT OF BEGINNING.

THE WEST 331.13 FEET OF THE SOUTHWEST 1/4 OF SECTION 26,
EAST 1/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27,
EAST 20 RODS AND THE NORTH 26 2/3 RODS OF THE WEST 60
RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION
34; THE WEST 331.13 FEET OF THE NORTHWEST 1/4 OF SECTION 35,
ALL IN TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO

And all surface and subsurface water rights, including but not
limited to an undivided 50% interest in and to .50 CFS in the Autry
& Eggleston Ditch, together with storage rights in Eggleston #3
reservoir, and 1.8 CFS in the Eggleston #2 Ditch and all underground
water wells.

F



DEED OF CONSERVATION EASEMENT IN GROSS

2 co-8 to
F 230222 City

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between the County of Boulder, a body corporate and politic (hereinafter referred to as "Grantor"), and the City of Boulder, a Colorado home rule city (hereinafter referred to as the "Grantee").

RECITALS

This Deed of Conservation Easement in Gross is made with respect to the following facts:

WHEREAS, Grantor and Grantee, pursuant to that certain Purchase Agreement, Division of Land and Lease dated April 17, 2001 and recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2140178 on 4-20-01, 2001 ("Purchase Agreement"); and the General Warranty Deed recorded in the Boulder County Clerk and Recorder's Office at Reception Number 2140180 on the ___ day of 4-20-01 2001, are tenants in common of the property described on Exhibit A attached hereto and by this reference incorporated herein. For purposes of this Easement, the term "Property" shall hereinafter mean the Grantor's undivided one-half interest in the property described in Exhibit A; and

WHEREAS, the Property's open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and City of Boulder, and are worthy of preservation; and

WHEREAS, the Grantor desires to restrict the use of the Property in such a manner that protects the Property's agricultural and open space values; and

WHEREAS, the State of Colorado has recognized the importance of efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl.

Rob

Vol.); and

WHEREAS, the Grantor desires to grant to the Grantee a conservation easement on the Property, in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to acquire from the Grantor a conservation easement on the Property, in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

CONSERVATION EASEMENT

NOW, THEREFORE, in consideration of the obligations of the parties and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a perpetual Conservation Easement in Gross (hereinafter, the "Easement"), an immediately vested interest in real property defined by Colorado Revised Statutes Sections 38-30.5-101 et seq., and consisting of the rights hereinafter enumerated, over and across the Property described in Exhibit A.

This Conservation Easement is granted in perpetuity for the purpose of preserving and protecting for scenic, open space, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantee by this Easement are the following:

1.1 To preserve and protect in perpetuity the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses.

1.2 To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

1.3 To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The Grantee's status as owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

1.4 To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with preservation of the natural condition and aesthetic and ecological features of the Property for scenic, open space, agricultural, passive recreational and environmental uses. Approval, if granted, shall be by resolution of the governing body of the Grantee.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the mineral rights described in Exhibit A, in the following manner: In the event the Grantor desires to sell such Property or any portion thereof and receives a bona fide offer for such sale, the parcel or any portion thereof, or any of the mineral rights, shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Pursuant to Colorado Revised Statute Section 15-11-1102(1)(a) and (b), if the right of first refusal conveyed to the Grantee under this Easement does not vest within 90 years after the date of execution of this Easement by both parties, said interest shall automatically be severed from the remainder of the interests conveyed herein and shall automatically terminate.

II. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to scenic, open space, agricultural, passive recreational and environmental uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

2.1 Passive recreational uses, which shall include hiking and photography or other nature studies, and construction of trails for such uses. Where determined to be appropriate by the governing boards of Grantor and the Grantee, bicycling, horseback riding, fishing and picnicking, and other uses as allowed under the Open Space provisions of the Boulder County Comprehensive Plan, or under the City of Boulder's ordinances relating to the management of open space lands, may be permitted upon the Property or portions thereof.

2.2 Continuation of agricultural uses, including the open growing of crops and the pasturing, grazing, feeding and care of livestock at levels consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property, if such plan is approved by the governing board of the Grantor and the Grantee. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

2.3 Maintenance, repair, replacement, removal and use of all roads existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

2.4 Installation, maintenance, repair, removal, relocation, and replacement of drainage facilities and underground utility mains, lines and facilities for the purpose of providing utility services and drainage to or through the Property, provided that

the surface of the Property shall be reclaimed promptly after construction is completed.

2.5 Development and maintenance of such water resources as are on or appurtenant to the Property, in a manner which shall preserve and protect the agricultural and/or Open Space characteristics of the Property.

2.6 Any use approved by both the governing bodies of the County of Boulder and the City of Boulder.

III. PROHIBITED USES AND PRACTICES

The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property unless otherwise approved by the governing bodies of the County of Boulder and the City of Boulder:

3.1 Use of the Property in a manner inconsistent with the spirit and purposes stated herein.

3.2 The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

3.3 Those uses which are otherwise consistent with the applicable zoning regulations as they apply to the Property but which are not specifically permitted by this Easement. Those uses permitted by Article 4 (A-Agricultural District) and Article 20 (Uses Permitted By Special Review) of the Boulder County Zoning Resolution are specifically prohibited by this Easement, unless otherwise provided herein.

3.4 Any use not expressly permitted by the applicable zoning regulations for the Property, except as described in Section II.

3.5 The construction, placing, or erection of any signs or billboards except those needed for the uses permitted herein.

3.6 The construction of any structures or development of the Property.

3.7 The dumping, accumulation or storage of ash, trash, junk, rubbish, sawdust, garbage, chemicals, or other unsightly or offensive material, or changing of the topography through dredging or filling, or the placing of soil or other substances, material, or landfill on the Property.

3.8 The setting of any fire, controlled or uncontrolled, except for normal and customary burning of irrigation ditches and agricultural burns, such as soil conservation approved burning of weeds. Grantor agrees to make a reasonable effort to control and then suppress any permitted burn and to suppress any other fire that may occur on the Property including, but not limited to, notifying the appropriate fire district.

3.9 Any division of the Property (whether or not a subdivision as defined by state law, and whether or not the division is legal or physical) without the express written consent of the Grantee. The Property shall be held as one agricultural and Open Space unit and, without the express written consent of the Grantee, or by operation of law, Grantor may not convey any portion of the Property as said conveyance would constitute an impermissible division of the Property under this Easement. If the Grantee does approve a division of the Property, or a division occurs by operation of law, all terms of this Easement shall attach to the land and shall survive any division.

3.10 The conveyance of right-of-way or the construction of any new roadways except if by mutual agreement of Grantor and Grantee.

3.11 The annexation of the Property to the City of Boulder, except if by mutual consent of Grantor and Grantee.

3.12 The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance.

IV. ENFORCEMENT

4.1 Grantee may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of the Property.

4.2 Each party also shall be entitled to specific performance by the other party of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other party shall be entitled to all applicable remedies at law or in equity, including but not limited to restraining orders, temporary and permanent injunctions, and damages for destruction or injury to the Property and the injured party's interest therein.

V. MISCELLANEOUS

5.1 The parties agree that the costs associated with the maintenance and management and insurance of the Property, and any income generated pursuant to any leases involving the Property, shall be divided between the parties in accordance with their respective ownership interests. The parties also agree that Grantee shall extend its existing liability and property insurance, which may include self-insurance, to include the Property, in an amount determined by the parties to be sufficient. Said insurance shall name as additional insureds the other party hereto.

5.2 The terms of this Conservation Easement shall be binding upon Grantor and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's successors and assigns and the above-named Grantee and its successors and assigns, respectively.

5.3 The Grantor owns an undivided one-half interest in the Property. The Grantor is granting a conservation easement only as to the undivided one-half interest it owns in the Property. The Grantee also owns an undivided interest in the Property. The Grantee accepts the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantee's estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest. Additionally, by execution of this Conservation Easement in Gross, and as a material part of this Agreement, Grantor and Grantee relinquish their rights

individually and collectively to seek judicial partition of the individual interests in this Conservation Easement in Gross and in each party's respective undivided fee simple interest in the Property.

5.4 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

5.5 The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

5.6 This instrument and the attached Exhibit 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 both parties.

5.7 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

Exhibit A

APRIL 10, 2001

LEGAL DESCRIPTION

PARCEL 1.

A PORTION OF LAND LOCATED IN THE W. 1/2 OF THE N.E. 1/4 OF SECTION 5, T1N, R69W OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N. 1/4 CORNER OF SAID SECTION 5;
THENCE ALONG THE NORTH LINE OF SAID SECTION 5, S89°28'00"E, 610.76 FEET;
THENCE LEAVING SAID NORTH LINE, S00°10'37"W, 1244.60 FEET;
THENCE S89°28'00"E, 700.00 FEET TO A POINT ON THE EAST LINE OF THE OF THE W. 1/2 OF THE N.E. 1/4 OF SAID SECTION 5;
THENCE ALONG SAID EAST LINE, S00°10'37"W, 1359.42 FEET TO THE CENTER-EAST 1/16TH CORNER;
THENCE LEAVING SAID EAST LINE, AND ALONG THE EAST-WEST CENTER OF SECTION LINE, N88°50'48"W, 1323.73 FEET, (DEEDED 1326 FEET) TO THE CENTER 1/4 OF SAID SECTION 5;
THENCE ALONG THE NORTH-SOUTH CENTER OF SECTION LINE, N00°27'36"E, 2589.65 FEET, (DEEDED 2603.20 FEET) TO THE N. 1/4 CORNER OF SECTION 5 AND BEING THE TRUE POINT OF BEGINNING, SAID PARCEL CONTAINING 58.523 ACRES, MORE OR LESS.

Richard A. England
RICHARD A. ENGLAND
P.L.S. #29415
4/10/01


Legal description prepared by:
Richard A. England
England Surveying, Inc.
P.O. Box 908
Lyons, CO 80540