



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

This Amended and Restated Deed of Conservation Easement in Gross (the "Easement" or "Amended and Restated Conservation Easement") is entered into this 5 day of September 2006, by and between Karen K. Koster and Philip Neil Maseberg, whose address is 11021 Yellowstone Road, Longmont, CO 80501 (collectively, "Grantor") and the County of Boulder, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 ("Grantee").

RECITALS

A. Grantor is the sole owner of that certain real property covering approximately 107 acres of agricultural land in Boulder County, Colorado that is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with a 95% undivided interest in two (2) shares of the Supply Irrigating Ditch Company and a 50% undivided interest in one-half (1/2) share of the Highland Ditch Company (the "Water Rights"). The Land and the Water Rights are hereinafter collectively referred to as the "Property."

B. The Property is one of two parcels encumbered by that certain Deed of Conservation Easement in Gross dated the 14th day of March, 1995, and recorded on March 20, 1995, at Reception Number 1504550, as amended by that certain Amendment to Deed of Conservation Easement in Gross dated September 15, 1998, and recorded on September 16, 1998, at Reception Number 1849249 (the "Original Conservation Easement").

C. Paragraph 4(k) of the Original Conservation Easement allowed the property that was covered by the Original Conservation Easement to be separated into two parcels of greater than 35 acres each, and to thereafter be sold to different parties. This division has occurred, and the two parcels of the property covered by the Original Conservation Easement are now under different ownership. For clarity, Grantor and Grantee desire to amend and restate the Original Conservation Easement to separate the terms and conditions covering this Property from the terms and conditions covering the remaining property located at 15312 N. 107th Street, Longmont, CO 80501 and more particularly described on Exhibit B attached hereto and incorporated herein (the "Remainder Property"), which Remainder Property was also covered by the Original Conservation Easement.

D. A separate amended and restated conservation easement is contemplated between Grantee and the owners of the Remainder Property. This Amended and Restated Conservation Easement shall not affect that Remainder Property.

E. Grantor and Grantee further desire to amend the Original Conservation Easement to allow Grantor to maintain an agricultural accessory dwelling on the Property under certain conditions;

BCA...



F. Grantor and Grantee have determined that this Amended and Restated Conservation Easement is consistent with the conservation purposes of the Original Conservation Easement, as previously amended.

G. These Recitals from the Original Conservation Easement are hereby incorporated into this Amended and Restated Conservation Easement:

- 1) WHEREAS, the current use of the Property is for agricultural and residential purposes;
- 2) WHEREAS, Grantor and Grantee intend to preserve the Property in its present form and prevent further development on the Property; and
- 3) WHEREAS, the Grantor desires to continue responsible farming and ranching practices and the use of the Property in such a manner that protects the Property's open space and agricultural values; and
- 4) WHEREAS, the Grantor desires to sell an interest in the Property to the Grantee in order to assure its preservation in perpetuity; and
- 5) WHEREAS, the Grantee desires to purchase an interest in the Property from the Grantor in order to assure its preservation in perpetuity for agricultural uses and for the open space functions which it serves.

H. This Easement has multiple purposes that include preserving and protecting the Property's agricultural farmland attributes, continuing the Property's agricultural use, protecting its water resources, and preserving and protecting the Property's open space values pursuant to clearly delineated government conservation policies that yield a significant public benefit. In particular:

- 1) As set forth in the Boulder County Comprehensive Plan ("Comprehensive Plan"), it is the policy of Boulder County to encourage preservation of prime agricultural land for agricultural uses while also protecting its open space character, wildlife habitat and scenic qualities.
- 2) The statutes governing the Colorado Department of Agriculture (C.R.S. §§ 35-1-101 *et seq.*) support the purposes of this Easement by providing in part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products."
- 3) The conservation purposes of this Easement are recognized by the Farmland Protection Policy Act, P.L. 97-98, 7 U.S.C. §§ 4201 *et seq.* the purpose of which is "to minimize the extent to which Federal programs and policies contribute to the unnecessary



and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland.”

4) This Easement’s conservation purposes are intended to be consistent with C.R.S. §§ 38-30.5-101 et seq., which provides for conservation easements to maintain land and water in a natural, scenic or open condition, for wildlife habitat, or for agricultural and other uses or conditions consistent with the protection of open land in Colorado, and Grantee is a “governmental entity and a qualified conservation organization” as defined by C.R.S. § 38-30.5-104(2).

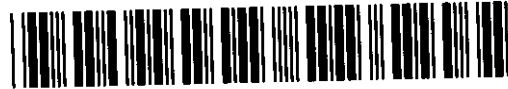
AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor and Grantee hereby agree as follows:

The remainder of the Original Conservation Easement, including its previous amendment, is hereby replaced in its entirety with the following:

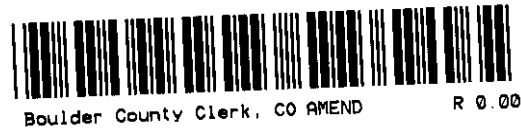
1. Purpose. It is the purpose of this Easement to preserve in perpetuity the Property in its present condition and to prevent additional development on the Property.
2. Affirmative Rights Conveyed. The affirmative rights conveyed to the Grantee by this Easement are the following:
 - a. To preserve and protect in perpetuity the open space values and the agricultural resources of the Property.
 - b. To require that the Property be managed consistent with a Soil and Water Conservation Plan and/or a Grazing Management Plan as prepared and approved by the Longmont Soil Conservation District or its successor. It is agreed that Seller shall cause a new plan to be developed within ninety (90) days of the execution of this Easement. Such plan shall recognize both crop production and grazing as potential uses of the Property and shall include customary rotation of crops, grazing rotation and protection of wetlands from grazing or cultivation. The plan shall be updated at least every ten (10) years.
 - c. To enter upon the Property, with reasonable notice, to inspect for violations of the terms of the covenants of this Easement and to remove or eliminate any conditions or operations that violate the same.

- d. 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 agriculture as the primary use of the Property and which do not compromise the open space values of the land. Approval, if granted, shall be by resolution of the Board of County Commissioners of Boulder County and recorded in the office of the County Clerk and Recorder.
3. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to agricultural uses and related structures and the other related or compatible uses. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement, provided such uses and practices are consistent with the laws and regulations of the United States and the State of Colorado and with the zoning and other regulations of Boulder County and will not interfere with or be detrimental to the agricultural resources and uses of the Property or to its open space values:
- a. Continuation of agricultural uses and the pasturing of livestock at a level consistent with the Boulder County Land Use Code as its regulations apply to the Property and with the Soil and Water Conservation Plan and/or a Grazing Management Plan for the Property as prepared and approved by the Longmont Soil Conservation District or its successor.
 - b. Maintenance, repair, paving, replacement and use of all roads, fences and corrals, 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. Installation of such additional fences and corrals are necessary for grazing management.
 - c. Maintenance, repair, remodel and replacement of the existing single-family residence and all existing accessory outbuildings on the Property; provided, however, that Grantor shall not erect, construct or expand any structure on the Property such that the total coverage of the structure on the Property exceeds the area now encumbered by the current improvements without the prior, written consent of the Grantee. Remodel of the existing improvements or construction of replacement structures may be permitted only if such construction is in accordance with the Boulder County Land Use Code as its regulations apply to the Property at the time the proposed remodel, razing and/or construction take place, and if all required permits and approvals are obtained.
 - d. Maintenance, repair, remodel and replacement of the existing agricultural accessory dwelling on the Property; provided, however, that the agricultural accessory dwelling may be kept only so long as Grantor complies with Resolution 2006-48 attached hereto as Exhibit C and the Boulder County Land Use Code as its regulations apply to the Property, and further provided that Grantor shall not erect, construct or expand any structure on the Property such that the total coverage of the agricultural accessory



dwelling exceeds its current size without the prior, written consent of the Grantee. Remodel of the existing agricultural accessory dwelling or construction of a replacement agricultural accessory dwelling may be permitted only if such construction is in accordance with the Boulder County Land Use Code as its regulations apply to the Property at the time the proposed remodel, razing and/or construction take place, and if all required permits and approvals are obtained.

- e. Installation, maintenance, repair, remodel and relocation, and replacement of the utility mains, lines and underground facilities for the purpose of providing utility services to the Property.
- f. Development and maintenance of such water resources on the Property as are necessary or convenient for irrigation and the agricultural uses conducted thereon pursuant to the terms hereof; provided, however, that the development and use of the water resources shall be compatible with the purposes of this Easement to protect and preserve the agricultural and open space values of the Property. Permitted activities shall include repairs to the existing pond; installation, maintenance, repair, removal and relocation, and replacement of other agricultural irrigation facilities, including ditches, pipes and water diversion structures.
- g. Use of agrichemicals, including but not limited to, fertilizers and biocides.
- h. 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.
- i. Use of the Property for recreational, scientific and/or educational activities which are occasional in nature, are limited to Grantor and Grantor's invited guests and in no way interfere with or are detrimental to the agricultural resources and uses of the Property or to its open space values.
- j. Except as such interest is otherwise conveyed to Grantee by this Easement or other deed or certificates of ownership, Grantor specifically retains: 1) all right, title and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the Property; 2) all right, title and interest to subsurface oil, gas, and other minerals; provided, however, that exploration for, and extraction of any minerals shall be limited to that permitted by any oil or gas lease in effect as of January 1, 1995. If exploration is permitted under such a lease, it shall be undertaken in a manner consistent with the Boulder County Land Use Code as its regulations apply to the Property and other applicable regulations and designed to ensure protection of the agricultural resources and open space values of the Property. Surface and open mining are expressly prohibited by this Easement.



k. Grantor retains the right to apply to the Grantee for permission to conduct other uses and activities on the Property which are neither expressly granted nor specifically prohibited by the Easement, but which may be conducted in a manner consistent with agriculture as the primary use of the Property and with other provisions contained herein.

4. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property:

- a. The change, disturbance, alteration or impairment of the open space values or the agricultural resources of the Property, except as otherwise provided herein.
- b. The construction or placement of any structure or other improvement of a permanent or temporary nature, except as provided in Paragraphs 3(b) through 3(f).
- c. The construction, placing or erection of any sign or billboard without consent of the Grantee, except signs of less than twenty (20) square feet advertising the Property for sale or advertising agricultural products produced on site, and then only if such signs are consistent with all pertinent regulations in the Boulder County Land Use Code as its regulations apply to the Property.
- d. The establishment of any residential use other than a single-family residence and an agricultural accessory dwelling as provided in Paragraphs 3(c) and 3(d), or any industrial or commercial use; provided, however, that neither the agricultural, recreational nor educational uses described in Paragraph 3 above shall be considered industrial or commercial uses.
- e. Public or quasi-public uses and facilities, except rights-of-way which may be required for construction of public streets and roads, and then only when such public streets and roads are consistent with the Boulder County Comprehensive Plan.
- f. Any public or private utility installation or facility, except as such are necessary to serve the Property, as provided in Paragraphs 3(e) and 3(f) above.
- g. The use of the Property as a take-off or landing site for any motorized or non-motorized aircraft, including passenger balloons.
- h. Open or subsurface mining.
- i. The dumping or accumulation of trash, ashes, garbage, waste or other unsightly or offensive material on the Property. Manure shall not be considered an offensive material, provided that the storage and use of any manure is consistent with local, state and federal guidelines and regulations, including Boulder County Health Department regulations, Boulder County Zoning resolutions affecting the Property, and the Boulder County Land Use Code as its regulations apply to the Property.



- j. Any use not expressly permitted by the Boulder County Land Use Code as its regulations apply to the Property.
- k. The division, subdivision or de facto subdivision of the Property without the express written consent of the Grantee.
- l. The sale or conveyance of the Water Rights described in Exhibit A or their conversion to non-agricultural uses, or the sale or conveyance of any additional water rights that Grantor and Grantee may acquire jointly and tie to the Property by an amendment to this Easement.

5. Water Rights. The Water Rights shall run with the land, and shall therefore be attached to, appurtenant to, and available for continued use on the Land, and shall not be severed from the Land. Grantor agrees to remain responsible for all annual ditch assessments and/or carriage costs related to the Water Rights and shall reserve any and all voting rights associated with the Water Rights. These restrictions on the Water Rights shall be binding upon Grantor and Grantor's successors and assigns.

6. Wetlands. If necessary for protection of wetlands identified on Boulder County's Wetlands Map and addressed in the Soil and Water Conservation Plan and/or Grazing Management Plan, Grantor shall be responsible for fencing the wetland areas. In the event restoration or enhancement of the identified wetlands is desirable, Grantee may carry out such projects at its own expense, after consultation with the Grantor, and in such manner as not to interfere with Grantor's use of the Property outside the wetland areas.

7. Baseline Documentation Report. It is acknowledged by the Grantee and the Grantor that the Property possesses significant open space and agricultural values and that the Property will be managed consistent with the Soil and Water Conservation Plan and/or Grazing Management Plan as stated in Paragraph 2(b) herein. To establish a complete inventory of the present conditions of the Property and its agricultural resources and open space values so as to be able to properly monitor future uses of the Property and to assure compliance with the terms hereof, Grantee has prepared an inventory of the Property's relevant features and conditions (the "Baseline Documentation Report"). The Baseline Documentation Report includes, but is not limited to, aerial photographs, topographical maps, maps indicating the extent of agricultural uses, and botanical and wildlife photographs and reports. Grantor has reviewed the inventory and had the opportunity to make corrections, and both parties have signed the Baseline Documentation Report in agreement that the Baseline Documentation Report represents the current condition of the Property. The parties acknowledge and agree that in the event a controversy arises with respect to the natural and extent of Grantor's use or the physical condition of the Property subject to this Easement as of the date of the Original Conservation Easement, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.



8. Enforcement Rights of Grantee. In the event of a violation of any term, condition, covenant, or restriction contains in this Easement, after fifteen (15) days' notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to insure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by the Grantee shall not be deemed a waiver or a forfeiture of the right to enforce any term, condition, covenant or purpose of this Easement in the future. By mutual agreement, Grantor and Grantee may also submit any violation of this Easement or any related matter in dispute to binding arbitration.

9. Restoration. Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successors, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with this Easement.

10. Costs and Taxes. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property and does hereby indemnify the Grantee therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property. The Grantor shall be responsible for the operation, upkeep and maintenance of the Property to the extent reasonable, subject to the Soil and Water Conservation Plan and/or Grazing Management Plan set forth in Paragraph 2(b) above and the other terms of this Easement.

11. Access. Except as expressly provided in this Easement, Grantor retains exclusive access to and use of the Property. Nothing contained herein shall be construed as affording the public access to any portion of the Property. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited public access to third parties across the Property. All access, whether by third parties or the Grantor, shall be performed in a reasonable manner that does not result in degradation of the open space values or agricultural attributes of the Property.

12. Grant in Perpetuity. This Easement shall be a burden upon and shall run with the Property in perpetuity and shall bind the Grantor, Grantor's successors and assigns forever.

13. Miscellaneous.

- a. The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's heirs, personal representatives, executors, successors and assigns and the above-named Grantee and its successors and assigns, respectively.



- b. 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 Easement and the application of such provisions to persons or circumstances other than those as to which the Easement is found to be invalid shall not be affected thereby.
- c. 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 an interest in the Property (including a leasehold interest), and that Grantor will provide a copy of this Easement to any subsequent purchaser.
- d. This Easement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall together constitute one and the same document.

IN WITNESS, WHEREOF, the parties have caused this instrument to be duly executed this 5 day of September, 2006.

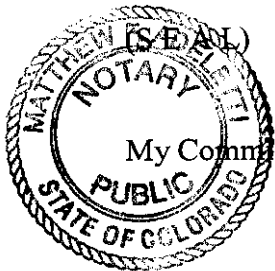
GRANTOR:

Karen K. Koster
Karen K. Koster

Philip Neil Maseberg
Philip Neil Maseberg

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 5 day of September, 2006, by Karen K. Koster and Philip Neil Maseberg. Witness my hand and official seal.



My Commission Expires: 4/3/2007

Matthew [S.E.A.L.]
Notary Public



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Boulder County Clerk, CO AMEND

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GRANTEE:

COUNTY OF BOULDER,
a body corporate and politic

By: Ben Pearlman
Ben Pearlman, Chair
Board of County Commissioners

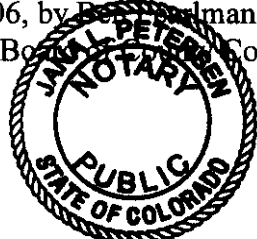
By: Thomas A. Mayer
Thomas A. Mayer, Vice-Chair
Board of County Commissioners

By: Will Toor
Will Toor, Commissioner
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 31st day of August, 2006, by Ben Pearlman, Chair, Thomas A. Mayer, Vice-Chair, and Will Toor, Commissioner, of the Board of County Commissioners of Boulder County. Witness my hand and official seal.

(S E A L)



My Commission Expires 07/15/09

James L. Peterson
Notary Public

My Commission Expires: _____



Exhibit A

Legal Description of the Land

That portion of the Southeast quarter of Section 3, Township 3 North, Range 69 West of the 6th P.M., Boulder County, Colorado, more particularly described as follows:

Commencing at the center of said Section 3; Thence along the West line of the Southeast quarter of said Section 3, South 00°03'06" East, 1234.00 feet to the true point of beginning; Thence North 72°52'33" East, 1497.45 feet; Thence 2.00 feet Southerly of the lines of that certain tract of land conveyed to the ISH Reservoir Co., by Deed recorded in Book 305 at Page 212, records of said Boulder County, the following 2 courses and distances:

- 1) North 79°04' East, 354.72 feet;
- 2) North 69°32' East, 961.90 feet to the East line of said Southeast quarter of Section 3;

Thence along said East line, South 00°24'00" West, 2260.09 feet to the Southeast corner of said Section 3; Thence along the South line of said Southeast quarter of Section 3, South 89°56'31" West, 2663.48 feet to the South quarter corner of said Section 3; Thence along the West line of said Southeast quarter of Section 3, North 00°03'06" West, 1418.19 feet to the true point of beginning,

except that certain tract of land conveyed to the Department of Highways, State of Colorado by Deed recorded in Book 1023 at Page 491, records of said Boulder County, and being more particularly described as follows:

Beginning on the North County Road right of way, from which the South quarter corner (Southwest corner of the Southeast quarter) of said Section 3 bears South 69°23'12" West, 85.44 feet (record South 69°08'30" West, 85.4 feet); Thence North 45°03'18" West, 70.71 feet (record North 45°18' West, 70.7 feet); Thence along the existing East right of way of U.S. Route No. 287 (State Highway No. 1), South 00°03'06" East, 50.00 feet (record South 0°18' East, 50.0 feet); Thence along the existing North County Road right of way, North 89°56'31" East, 50.00 feet (record North 89°42' East, 50.0 feet, more or less) to the point of beginning of said exception, County of Boulder, State of Colorado.



Exhibit B
(page 1 of 2)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 69 WEST OF THE 6TH P.M., BOULDER COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEARING NORTH 00°24'00" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: BEGINNING AT THE CENTER OF SAID SECTION 3; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 89°55'44" EAST, 1013.29 FEET; THENCE 2' WESTERLY AND SOUTHERLY OF THE LINES OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE ISH RESERVOIR CO. BY DEED RECORDED IN BOOK 305 AT PAGE 212, RECORDS OF SAID BOULDER COUNTY, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) SOUTH 63°00' EAST, 809.77 FEET; (2) SOUTH 0°48' WEST, 198.60 FEET; (3) SOUTH 52°44' WEST, 376.76 FEET; (4) NORTH 79°04' EAST, 354.72 FEET; (5) NORTH 69°32' EAST, 961.90 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3; THENCE ALONG SAID EAST LINE, SOUTH 00°24'00" WEST, 2260.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, SOUTH 89°56'31" WEST, 2663.48 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 3; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 3, NORTH 00°03'06" WEST, 2652.19 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT CERTAIN TRACT OF LAND CONVEYED TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO BY DEED RECORDED IN BOOK 1023 AT PAGE 491, RECORDS OF SAID BOULDER COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH COUNTY ROAD RIGHT-OF-WAY, FROM WHICH THE SOUTH QUARTER CORNER (SOUTHWEST CORNER OF THE SOUTHEAST QUARTER) OF SAID SECTION 3 BEARS SOUTH 69°23'12" WEST, 85.44 FEET (RECORD SOUTH 69°08'30" WEST, 85.4 FEET); THENCE NORTH 45°03'18" WEST, 70.71 FEET (RECORD NORTH 45°18' WEST 70.7 FEET); THENCE ALONG THE EXISTING EAST RIGHT-OF-WAY OF U.S. ROUTE NO. 287 (STATE HIGHWAY NO. 1), SOUTH 00°03'06" EAST, 50.00 FEET (RECORD SOUTH 0°18' EAST, 50.0 FEET); THENCE ALONG THE EXISTING NORTH COUNTY ROAD RIGHT-OF-WAY, NORTH 89°56'31" EAST, 50.00 FEET (RECORD NORTH 89°42' EAST, 50.0 FEET, MORE OR LESS) TO THE POINT OF BEGINNING OF SAID EXCEPTION, COUNTY OF BOULDER, STATE OF COLORADO

Except the approximately 107-acre property described as follows:

That portion of the Southeast quarter of section 3, Township 3 North, Range 69 West of the 6th P.M., Boulder County, Colorado, more particularly described as follows:

Commencing at the center of said Section 3; Thence along the West line of the Southeast quarter of said Section 3, South 00°03'06" East, 1234.00 feet to the true point of beginning; Thence North 72°52'33" East, 1497.45 feet; Thence 2.00 feet Southerly of the lines of that certain tract of land conveyed to the ISH Reservoir Co., by Deed recorded in Book 305 at Page 212, records of said Boulder County, the following 2 courses and distances:

- 1) North 79°04' East, 354.72 feet;
- 2) North 69°32' East, 961.90 feet to the East line of said Southeast quarter of Section 3;

(continued)



Exhibit B
(page 2 of 2)

Thence along said East line, South 00°24'00" West, 2260.09 feet to the Southeast corner of said Section 3; Thence along the South line of said Southeast quarter of Section 3, South 89°56'31" West, 2663.48 feet to the South quarter corner of said Section 3; Thence along the West line of said Southeast quarter of Section 3, North 00°03'06" West, 1418.19 feet to the true point of beginning, except that certain tract of land conveyed to the Department of Highways, State of Colorado by Deed recorded in Book 1023 at Page 491, records of said Boulder County, and being more particularly described as follows: Beginning on the North County Road right of way, from which the South quarter corner (Southwest corner of the Southeast quarter) of said Section 3 bears South 69°23'12" West, 85.44 feet (record South 69°08'30" West, 85.4 feet); Thence North 45°03'18" West, 70.71 feet (record North 45°18' West, 70.7 feet); Thence along the existing East right of way of U.S. Route No. 287 (State Highway No. 1), South 00°03'06" East, 50.00 feet (record South 0°18' East, 50.0 feet); Thence along the existing North County Road right of way, North 89°56'31" East, 50.00 feet (record North 89°42' East, 50.0 feet, more or less) to the point of beginning of said exception, County of Boulder, State of Colorado.



Exhibit C

RESOLUTION 2006-48

A RESOLUTION CONDITIONALLY APPROVING BOULDER COUNTY LAND USE DOCKET #LU-05-010 ("KOSTER/MASEBERG/BOULDER COUNTY LIMITED IMPACT SPECIAL USE REVIEW"): A REQUEST FOR A LIMITED IMPACT SPECIAL REVIEW APPROVAL FOR USE OF AN EXISTING MODULAR HOME AS AN AGRICULTURAL ACCESSORY DWELLING UNIT, ON PROPERTY LOCATED AT 11021 YELLOWSTONE ROAD, IN SECTION 3, T3N, R69W, UNINCORPORATED BOULDER COUNTY

WHEREAS, Karen K. Koster and Philip N. Maseberg ("Applicants"), pursuant to Sections 4-516.D. and 4-600 of the Boulder County Land Use Code ("the Land Use Code"), have requested approval for a limited impact special use permit to allow an existing modular home to be used as an agricultural accessory dwelling unit, on the Applicants' 109-acre property which is located as described in the caption to this Resolution, above ("the Subject Property"), in the Agricultural Zoning District in unincorporated Boulder County; and

WHEREAS, the Applicants indicate that the agricultural accessory dwelling is needed to house staff to run the horse operation on the Subject Property, including assisting with animal care and facility maintenance, and providing necessary "round the clock" equine care; and

WHEREAS, the location of a modular home on the Subject Property violates a conservation easement which Boulder County purchased in 1997 encumbering the Subject Property; and

WHEREAS, the Board of County Commissioners ("the Board") has signed the application allowing this request to be reviewed under the special use provisions of the Land Use Code, as required by Section 3-203.A.1.a. of the Land Use Code; and

WHEREAS, the modular home has 2,030 square feet of floor area, while Section 4-516.D.6.e. of the Land Use Code limits agricultural accessory dwelling units to 1,800 square feet; and

WHEREAS, the above-described request was processed and reviewed as Boulder County Land Use Docket #LU-05-010 ("the Docket"), all as further described in the Boulder County Land Use Department Planning Staff's Memorandum and written recommendation to the Board dated April 4, 2006, with its attachments ("the Staff Recommendation"); and

WHEREAS, on April 4, 2006, the Board held a duly-noticed public hearing on the Docket ("the Public Hearing"), at which time the Board considered the Staff Recommendation as well as the



documents and testimony presented by the County Land Use Department and the Applicants, with no members of the public being present to speak to the Docket, all as reflected on the official record of the Public Hearing; and

WHEREAS, based on the Public Hearing, and as set forth in the Staff Recommendation, the Board finds that the Docket meets the criteria for special use approval for an agricultural accessory dwelling unit set forth in Sections 4-516.D. and 4-600 of the Land Use Code, and can be approved, subject to the conditions stated below.

NOW, THEREFORE, BE IT RESOLVED that the Docket is hereby approved, on the basis set forth in this Resolution, above, and subject to the following conditions:

1. A building permit is required for the agricultural accessory dwelling unit. Prior to issuance of a building permit for the approved unit, the Applicants shall:
 - a. Convey an amended conservation easement to the County. Final wording of the amended conservation easement shall be reviewed and approved by the County.
 - b. Apply for and obtain from Boulder County Public Health an on-site wastewater system (OWS) major repair permit for continued use of the system, within 30 days after the date of adoption of this Resolution, as set forth below, and complete construction and receive final Public Health approval within 90 days after the date of adoption of this Resolution, or vacate the accessory dwelling.

2. In compliance with Article 4-516.D.6.e. of the Land Use Code, the accessory dwelling unit is limited to 1,800 square feet in size. The Land Use Department shall verify that the approved accessory dwelling meets the 1,800 square-foot limitation prior to the County granting any certificate of occupancy for the proposed new dwelling unit on the parcel.

3. During the time that the Applicants are authorized, pursuant to this approval, to use the accessory dwelling in conjunction with their agricultural operation, the Applicants shall provide proof to the County Land Use Department, on an annual basis, beginning one calendar year following issuance of a building permit for the accessory dwelling unit, that the dwelling unit is being inhabited, as a single-family residence, and by a person who is employed on a full-time basis conducting the described agricultural work as set forth in the official Docket file. Such proof may include but is not necessarily limited to the provision of income tax forms related to the employment of agricultural help, summaries of



hours worked and amounts paid for specified agricultural work, or other such information deemed acceptable by the County Land Use Director.

- 4. The proposal must comply with the requirements governing agricultural worker dwelling units set forth in Section 4-516.D. of the Land Use Code. In addition, the agricultural accessory dwelling unit may be used only as approved through the Docket. The Land Use Department shall verify that the approved accessory dwelling unit complies with the terms of this approval prior to any final inspection or certificate of occupancy issued for the unit. The accessory dwelling shall be removed or converted into a legal accessory use, as allowed by the Land Use Code, at such time that the horse operation is no longer in use.
- 5. The Applicants shall be subject to the terms, conditions, and commitments of record and in the file for the Docket.

A motion to approve the Docket, as stated above, was made by Commissioner Toor, seconded by Commissioner Mayer, and passed by a 3-0 vote.

ADOPTED this 11th day of April, 2006, nunc pro tunc the 4th day of April, 2006.

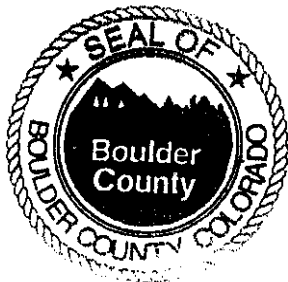
BOARD OF COUNTY COMMISSIONERS OF BOULDER COUNTY:

Ben Pearlman

Ben Pearlman, Chair

Thomas A. Mayer

Thomas A. Mayer, Vice Chair



Will Toor, Commissioner

(EXCUSED)

ATTEST:

Jana Bell
Clerk to the Board