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LASTOKA OPEN SPACE

#01287280 04/29/93 12:16 PM REAL ESTATE RECORDS
F1817 CHARLOTTE HOUSTON BOULDER CNTY CO RECORDER

INTERGOVERNMENTAL AGREEMENT
South Boulder Road Open Space Purchase

This Intergovernmental Agreement by, between and among the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"), the City of Louisville, a Colorado statutory city ("Louisville"), and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County"), (collectively the "Parties") is made to be effective on April 29, 1993.

W I T N E S S E T H:

WHEREAS, the Parties entered into an Intergovernmental Agreement in 1984, which included, among others, property located southeast of the intersection of Colorado State Highway 42 and South Boulder Road, commonly known as the Lastoka property (the "Property"); and

WHEREAS, the Parties, collectively as Purchasers, have entered into a Purchase Agreement, Option to Purchase and Lease with the Sellers, providing for purchase of the Property (the "Purchase Agreement"); and

WHEREAS, the Parties believe that, if provided for subject to the terms and limitations set forth herein, the acquisition of the Property by the Parties would be in the best interest of the citizens of the respective entities entering into this Agreement; and

WHEREAS, Section 29-20-101, et seq., C.R.S., as amended, enables the Parties to enter into intergovernmental agreements to plan for and regulate land uses, in order to minimize the negative impacts on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties find that designating certain property to remain as open space for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided by applicable law; and

WHEREAS, Section 29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the state of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, Section 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the Property as contained in this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. Lastoka Property Comprehensive Development Plan. This Agreement, including any exhibits attached hereto, is adopted by the Parties as the Lastoka Property Comprehensive Development Plan and shall govern the acquisition, use and development of the Property.

2. Acquisition and Partitioning of the Property. The Parties agree to acquire a portion of the Property and to acquire options to purchase the balance of the Property as a joint and cooperative acquisition, subject to the terms and conditions of the Purchase Agreement, and the following additional terms and conditions:

(a) Payment in Shares of Purchase Price: In the event that the Parties exercise all three options set out in the Purchase Agreement, the Parties agree that the total purchase price of the Property, excluding any property purchased by Louisville pursuant to Paragraph 3(c), will be shared proportionately among them as follows: Boulder County shall contribute 50 percent of the purchase price. Lafayette and Louisville shall each contribute 25 percent of the purchase price.

(b) Schedule of Purchase: The Purchase Agreement sets out a schedule of purchase whereby the Parties shall have the right to acquire the Property over a four-year period, commencing in 1993, with acquisitions to be approximately twelve months apart. Notwithstanding the Parties' foregoing percentage contributions to the purchase price, the Parties agree that their participation in the four scheduled purchases shall be as follows, subject to each Party's actual appropriation of said amounts:

<u>Year</u>	<u>Parcel No.</u>		<u>Purchase Price</u>	<u>Option Payment</u>	<u>Total</u>
1993	1	Lafayette	162,896.25	11,056.41	173,952.66
		Louisville	381,595.50	- 0 -	381,595.50
		Boulder County	<u>162,896.25</u>	<u>29,893.29</u>	<u>192,789.54</u>
		Total	707,388.00	40,949.70	748,337.70
1994	2	Lafayette	- 0 -	10,919.92	10,919.92
		Boulder County	<u>272,998.00</u>	<u>16,379.88</u>	<u>289,377.88</u>
		Total	272,998.00	27,299.80	300,297.80
1995	3	Lafayette	- 0 -	10,919.92	10,919.92
		Boulder County	<u>272,998.00</u>	<u>2,729.98</u>	<u>275,727.98</u>
		Total	272,998.00	13,649.90	286,647.90
1996	4	Lafayette	218,699.25	- 0 -	218,699.25
		Boulder County	<u>54,298.75</u>	<u>- 0 -</u>	<u>54,298.75</u>
		Total	272,998.00	- 0 -	272,998.00

In 1994, 1995 and 1996, Boulder County shall give notice to Lafayette and Louisville of its intention to exercise or not to exercise the 1994, 1995 and 1996 options by February 1 of each year. In 1996, Lafayette shall notify Louisville, and Boulder County of its intention to exercise or not to exercise its portion of the 1996 option, by February 1, 1996. Any of the Parties shall have the right to exercise any or all of any other Party's options for 1994, 1995 and 1996, should any Party choose not to proceed with exercising those options to acquire Parcels 2, 3 and 4.

(c) Parcelization: Parcels 1, 2, 3 and 4 shall be as set out in Exhibit A, or as otherwise agreed by the Parties.

(d) Closing Costs: Except as otherwise provided herein, the Parties agree to share proportionately all costs associated with the purchase of the Property, such as costs of a survey, title policy, environmental audit, and other similar closing costs. Boulder County shall bear 50%, and Lafayette and Louisville shall each bear 25%, of such costs.

(e) Title: Except as otherwise provided herein, title to the Property shall initially be held jointly among the Parties as tenants in common, in proportion to each Party's total financial contribution through purchase of the most recent parcel purchased by the Parties, or any of them. Louisville and Lafayette may take separate title to their respective ball field areas described in Paragraph 3(b) at any

time, and Louisville may take separate title to the area described in Paragraph 3(c) at any time after exercising its option to purchase that area. Provided, however, that if any Party takes separate title to any portion of the Property as permitted by Paragraph 3(b) hereof, that Party's proportionate share of the balance of the Property shall be proportionately reduced. (By way of illustration, assume that Parties A, B and C have collectively purchased ninety acres, each Party contributing one-third of the purchase price, and each Party therefore owning an undivided one-third interest in the ninety acres. Party A takes sole title to twenty acres. Party A's interest in the balance of the Property (seventy acres) is proportionately reduced to a one-seventh undivided interest. Parties B and C will each hold a three-sevenths undivided interest in the balance of the Property.) Each of the Parties agrees to execute any quit claim deeds to the other Parties which may be required to adjust the proportionate shares of the Parties, as additional parcels are acquired or as an individual Party takes sole title to a portion of the Property.

After exercise or termination of all of the options to acquire Parcels 2, 3 and 4, the Parties agree to partition the balance of the Property still held as tenants in common. If Louisville has not already done so, it shall then take title to the acreage described in Paragraph 3(c), and that acreage shall be excluded from calculation of the Parties' proportionate interests. The balance of the Property shall be partitioned among the Parties, in proportion to each Party's total financial contribution to the total purchase. In any partition of the Property, Louisville's share will include that portion of the Property utilized or to be utilized for ball fields, as described in Paragraph 3(b), Lafayette may choose any other location for its partitioned share, and Boulder County's share will be the remainder. Should any partitioned parcel be landlocked, the owner of said landlocked portion shall be entitled to an access easement across adjacent parcels, to the nearest public right of way. The Parties agree to execute any necessary documents to create any such access easement. Notwithstanding the foregoing, Lafayette and Boulder County may agree to retain some or all of their respective shares of the Property in joint ownership.

(f) Conservation Easements: While some or all of the Property is held jointly among the Parties as tenants in common, each Party agrees to grant to the other two Parties a conservation easement upon each Party's respective undivided interest in the Property, providing for restrictions on development and use in accordance with the terms of this Agreement. These conservation easements will expire upon the

recording of permanent conservation easements over the Property. Upon any partitioning of the Property, each Party agrees to grant to the other two Parties a permanent conservation easement upon each parcel to which the Party takes title, providing for restrictions on development and use in accordance with the terms of this Agreement, together with the right of ingress and egress for recreational uses by the citizens of the Parties over and across any portion of the Property which has been acquired solely by one of the Parties. All conservation easements shall be in the form attached as Exhibit B.

(g) Subdivision: The Boulder County Parks Department agrees to apply for such subdivision exemptions as may be necessary to effect the agreement of the Parties as stated herein, and Boulder County agrees to take all legally permitted actions necessary to effect the agreement of the Parties as stated herein. Lafayette and Louisville agree to cooperate as co-applicants, if necessary, and to execute any necessary documents.

(h) Water Rights: The purchase shall include all surface and subsurface water rights attached or appurtenant to or used in connection with the Property; these rights shall include, but are not limited to, 66.5 shares of the Davidson Ditch and Reservoir Company, and 66.5 shares of the Davidson Highline Lateral Ditch Company. Title to the surface water rights shall initially be held jointly among the Parties in the same manner as title to the Property. Upon partition of the Property, the surface water rights will be divided among the Parties in proportion to the financial participation in the acquisition of each of the Parties. Subsurface water will be owned congruently with ownership of the overlying land. The Parties agree that the surface water rights will be used first to irrigate the Property; only after such irrigation needs are fully met, may each party use any remaining water for other properly permitted or adjudicated municipal purposes.

(i) Mineral Rights: The purchase of the Property shall include any interest in any mineral rights owned by the seller of the subject property. The Parties agree that no mineral rights, if any, may be severed from surface ownership of the Property in the future. The Parties agree to restrict, to the extent legally possible or practicable, any mineral exploration or mineral development on the property.

Each Party shall immediately notify the other Parties by telephone or facsimile transmission and provide copies of any notices received relating in any manner

to oil and gas development or drilling on the property. Each Party shall promptly notify the other Parties of any information received relating in any manner to oil and gas development or drilling on the Property.

(j) Lease During Term of Purchase: Boulder County has agreed with the seller of the Property to lease from the Seller those parcels for which options remain to be exercised, said lease to remain in effect so long as Boulder County continues to exercise each option as provided in the contract for purchase. During the term of the lease, the costs of the lease at \$1.00 per acre per annum, plus the annual real property taxes and water carriage assessments due on the leased portions, shall be borne by Boulder County. In the event that Boulder County does not exercise its 1994 and 1995 options, any other Party which chooses to exercise Boulder County's option shall also assume Boulder County's obligations set out in this paragraph.

(k) Existing Easements: The Parties agree that all easements currently in existence on the Property will be recognized, but that no new utility or similar easements may be granted by any Party without the consent of the other two Parties.

(l) Drainage: The Parties, as owners of interests in the Property, hereby express their desire to avoid to the extent practicable construction of major new drainage facilities on the Property, particularly on the northwest portion of the Property, which would adversely affect its open space nature.

(m) Louisville Option: Upon partitioning of the Property after complete acquisition thereof, and in accordance with the terms and conditions herein contained, Boulder County and Lafayette hereby grant to Louisville an option to purchase their interests in the remainder of the land located south of the south line of the adjacent Santilly property extended, until December 31, 1996. The purchase price pursuant to such option shall be the purchase price paid by Boulder County and the City of Lafayette for the Property actually acquired by Louisville, to be divided between Boulder County and Lafayette, according to their respective contributions thereto. Exercise of such option by Louisville shall, nevertheless, be subject to the requirement of a permanent conservation easement as set forth in paragraph 2(f) hereof.

3. Use and Development of the Property. The intent of the Parties in acquiring the Property is to establish an open space buffer between Louisville and Lafayette. Except as

provided in subparagraphs 3(b) and 3(c), the Property shall be used solely for agriculture and passive recreational uses. For purposes of this Agreement, passive recreational uses shall include hiking and photography or other nature studies. The construction of trails approved by the management board shall be permitted. Where determined to be appropriate by the unanimous approval of the management board, 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. Any use of the Property other than for passive recreational uses shall be subject to the unanimous approval of all of the Parties. In no event shall any portion of the Property lying within 350 feet of the center line of South Boulder Road be devoted to uses other than agricultural or passive recreational uses.

(a) Agricultural Lease: The Parties agree that the existing agricultural lease, or a new agricultural lease, on the Property should be continued or implemented until other plans for use of the Property are developed and implemented in accordance with this Agreement. Notwithstanding any continued agricultural use of the Property, it is the Parties' intent that public access to and across that portion of the Property which has been purchased by the Parties be permitted and maintained.

(b) Ball fields: The Parties agree that Louisville may utilize a maximum of twenty-four (24) acres in the western area of Parcel 1 of the Property as described in Exhibit A, for the development of ball fields and necessary appurtenances such as access to the facility from Highway 42, a parking lot, scoreboard, rest rooms and concession stand. The ball fields may be lighted, but any such lighting shall be designed so as to minimize light pollution on adjacent properties. Louisville shall bear the costs associated with surveying the Property to identify the exact location of the proposed ball field development, and all ball field development costs.

The Parties also agree that Lafayette may have the right to utilize an equal amount of the Property for similar development should Lafayette determine to do so in the future.

Prior to development, any Party proposing development shall hold a public hearing on the proposal, and shall give reasonable notice to the other Parties of such public hearing. Any Party which develops a portion of the Property for such uses shall take sole title to that portion,

subject to adjustment of its share as a tenant in common of the balance of the Property. No Party may develop any property fronting on South Boulder Road for these purposes.

(c) Louisville Maintenance Facilities and Wastewater Treatment Plant: The Parties recognize that Louisville maintains existing city maintenance facilities and a wastewater treatment plant south of the Property. Lafayette and Boulder County hereby grant to Louisville an option to purchase a maximum of 7 acres adjacent to the Louisville maintenance facility/treatment plant for expansion thereof, if Louisville determines, in its sole discretion, that such expansion is necessary. Such expansion shall be adjacent to the southern boundary of the Property. So long as Louisville exercises its option by December 31, 1996, the purchase price pursuant to such option shall be the purchase price paid by Boulder County and the City of Lafayette for the property actually acquired by Louisville, to be divided between Boulder County and Lafayette, according to their respective contributions thereto. Upon purchase by Louisville, this parcel shall be released from any conservation easement by Lafayette and Boulder County.

(d) Annexation: Lafayette and Louisville may, in their sole discretion and in compliance with state law, annex any portion of the Property for the purpose of facilitating or enabling the provision of municipal services such as police and fire protection. If any portion of the Property is annexed to either city, Lafayette and Louisville agree that the restrictions on use and development of the Property as set forth in this Agreement shall control and supersede local regulations of the respective city to the extent they conflict. The Parties agree that they will not allow any use or development of the Property which does not comply with this Agreement without first obtaining an amendment to this Agreement as set forth herein.

4. Management of the Property. There shall be established a management board made up of one representative from each of the three Parties for the purpose of managing the Property. Each party shall have an equal voice in the management of the Property, and unanimous consent shall be required for any decision of the board.

(a) Baseline Data: In order 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 properly to monitor future uses of the Property and assure compliance with the terms hereof, the management board shall prepare or cause to be prepared an inventory of the

Property's relevant features and conditions (the "Baseline Data"). The Baseline Data may include, but need not be limited to, aerial photographs, topographical maps, maps indicating the extent of agricultural uses, and botanical and wildlife photographs and reports.

(b) Approval of Additional Uses: The approval of any uses of the Property other than those specifically set forth in this Agreement shall be by unanimous consent of all of the Parties, as evidenced by resolutions adopted by the Board of County Commissioners and the respective City Councils.

(c) Primary User: The day-to-day management of any portion of the Property which is developed by a single entity shall be the responsibility of the primary user.

(d) Undeveloped Portions: The management board may prepare a Soil and Water Conservation Plan, with the assistance of the Boulder Valley Soil Conservation District, to guide its management of the undeveloped portions of the Property. Boulder County will coordinate the management of all undeveloped portions of the Property under the direction of the management board.

(e) Management Costs: Each of the Parties will be responsible for all management costs associated with any developed portion of the Property under its control. All costs associated with the management of the undeveloped portion of the property must be approved by the unanimous consent of the Parties. Subject to the annual agreement of the Parties, costs associated with the management of the undeveloped portion of the Property will be shared proportionately by the Parties. It is the expectation of the Parties that Boulder County shall bear 50%, and Lafayette and Louisville shall each bear 25%, of such costs.

(f) Liability and Insurance: During such time as any portion of the Property is owned jointly by the Parties as tenants in common or leased by any party, Lafayette agrees to list the jointly owned and the leased portions of the Property on its property inventory filed with the Colorado Intergovernmental Risk Sharing Agency and name Boulder County and Louisville as additional insureds. Lafayette's obligation to include the Property on its property inventory is contingent upon Boulder County's agreement to contribute 50%, and Louisville's agreement to contribute 25%, of any additional premium charged to Lafayette resulting from its inclusion of the Property in its property inventory. After partition of the Property, the management board shall

determine, subject to the unanimous consent of the Parties, how the undeveloped portion of the Property will be insured and the Parties' respective liabilities and indemnification responsibilities with respect thereto.

(g) Underground Gasoline Tank: The Parties acknowledge that there exists on the Property an underground gasoline storage tank. The Parties agree to remove the tank as soon as practicable, and to share in the cost of such removal as follows: Boulder County 50%, Lafayette and Louisville 25%, respectively.

5. Enforcement. The Parties each agree to undertake all steps to adopt procedures, plans, policies and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Agreement. Any Party adopting such procedures, plans, policies, ordinances or regulations shall give each of the other Parties sufficient advance notice of such action as will enable such Parties, if they so desire, to comment upon the planned actions of that Party.

Any dispute between the Parties as to the meaning or application of this Agreement shall be submitted, prior to the initiation of any litigation, to a seven (7) member review committee composed of persons selected in the following manner: Each Party shall select two members, one of whom shall be an elected official of that Party, and one of whom shall be an administrative official of that Party. The three elected officials shall then, by unanimous consent, appoint the seventh member.

Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

6. Conflict Between Agreements. As among the Parties, in the event of any conflict among this Agreement, the Purchase Agreement, or the Conservation Easement attached as Exhibit B, this Intergovernmental Agreement shall control.

7. Amendments. This Agreement contains the entire agreement between the Parties. Amendment of the Agreement shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Agreement 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.

9. Beneficiaries. The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Boulder.

11. Previous Agreement. This Agreement shall supersede the Parties' previous Agreement dated November 27, 1984, and recorded in Boulder County on December 10, 1984, at Reception No. 661331, as to this Property only, and shall not otherwise affect such previous Agreement.

12. Term and Effective Date. This Agreement shall become effective upon signature of an authorized representative of each of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect in perpetuity unless terminated by written agreement of all of the Parties.

13. Counterparts. This Agreement 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.

CITY OF LAFAYETTE

By Larry T. Gupton
Larry T. Gupton, Mayor

Date: 4/29/93
David O. Smith
Clerk

CITY OF LOUISVILLE

By Tom Davidson
Tom Davidson, Mayor

Date: _____

ATTEST:

Mary Lisa Kemper
Clerk

COUNTY OF BOULDER

By: Board of County Commissioners

Date: _____

Date: _____

Date: _____

ATTEST:

Clerk

CITY OF LOUISVILLE

Date: _____

By _____
Tom Davidson, Mayor

ATTEST:

Clerk

COUNTY OF BOULDER

By: Board of County Commissioners

Date: 4-28-93

Homer Page, Chair

Date: _____

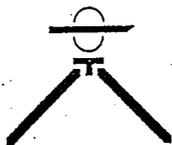
Date: _____

ATTEST:

Clerk

33-14

Drexel Barrell



Engineers/Surveyors
Incorporated

April 26, 1993

Boulder,
Colorado Springs

A description of the Southerly portion of the Lastoka property in Section 9, T1S, R69W of the 6th P.M., for the County of Boulder. This description revises the one dated March 30, 1993.

4840 Pearl East Circle
Suite 114
Boulder, Colorado 80301-2475

PARCEL 1

303 442 4338

A tract of land located in Section 9, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the N1/4 Corner of said Section 9, from which the Northwest Corner of said Section 9 bears S89°09'52"W, thence S00°04'40"E, 60.01 feet along the North-South Centerline of said Section 9 to the South line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1583 as Reception No. 00987907 of the records of Boulder County, Colorado; thence S89°09'52"W, 50.00 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to the West line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1584 as Reception No. 00989439 of the records of Boulder County, Colorado; thence S00°04'40"E, 1315.98 feet along the West line of that tract of land as described on said Film 1584 as Reception No. 00989439 to the Southwest Corner thereof and the TRUE POINT OF BEGINNING, from which point Point "A" bears N85°06'44"W, 2271.84 feet;

Thence N89°08'16"E, 586.98 feet along the South line of that tract of land as described on said Film 1584 as Reception No. 00989439 to the Southeasterly line of that tract of land as described in Instrument recorded on Film 1437 as Reception No. 00799327 of the records of Boulder County, Colorado;

Thence S62°11'10"W, 646.62 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327 and along the Northwesterly line of that tract of land

conveyed to J.D. Mayhoffer as described in Quit Claim Deed recorded in Book 1323 at Page 573 of the records of Boulder County, Colorado, to the Northwest Corner of that tract of land as described in said Book 1323 at Page 573;

Thence $S28^{\circ}58'40''W$, 24.31 feet along the Westerly line of that tract of land as described in said Book 1323 at Page 573;

Thence $S00^{\circ}30'00''E$, 41.00 feet along the Westerly line of that tract of land as described in said Book 1323 at Page 573 to the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S62^{\circ}11'10''W$, 1150.48 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S58^{\circ}40'00''W$, 230.00 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S54^{\circ}11'10''W$, 159.02 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S51^{\circ}44'40''W$, 308.84 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327 to the East-West Centerline of said Section 9;

Thence $S89^{\circ}16'34''W$, 78.46 feet along the East-West Centerline of said Section 9 and along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S51^{\circ}00'40''W$, 868.94 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence $S79^{\circ}10'40''W$, 72.52 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327 to the East line of that tract of land conveyed to Western Slope Gas Company as described in Warranty Deed recorded on Film 597 as Reception No. 841480 of the records of Boulder County, Colorado;

Thence $N00^{\circ}10'00''E$, 34.27 feet along the East line of that tract of land as described on said Film 597 as Reception No. 841480 to the Northeast Corner thereof;

Thence N89°50'00"W, 55.77 feet along the North line of that tract of land as described on said Film 597 as Reception No. 841480 to the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence N01°30'00"W, 0.34 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327;

Thence S89°38'50"W, 28.08 feet along the Southeasterly line of that tract of land as described on said Film 1437 as Reception No. 00799327 to the East line of that tract of land conveyed to the Department of Highways, State of Colorado, as described in Warranty Deed recorded on Film 595 as Reception No. 839411 of the records of Boulder County, Colorado;

Thence N00°21'53"W, 2014.66 feet along the East line of that tract of land as described on said Film 595 as Reception No. 839411 to a point from which said Point "A" bears N89°38'22"E;

Thence N89°38'22"E, 240.00 feet to said Point "A";

Thence S00°21'38"E, 227.62 feet to a point from which the True Point of Beginning bears N89°08'16"E;

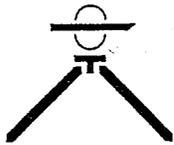
Thence N89°08'16"E, 2262.41 feet to the TRUE POINT OF BEGINNING.

Area = 64.308 acres, more or less.

AND all coal reserved under the Northwest 1/4 of said Section 9, as granted to Steve Harney in Deed recorded March 2, 1973 on Film 808 as Reception No. 056631.

County of Boulder, State of Colorado.

Legal Description Prepared By:
Richard G. Settergren, PLS # 17664
Drexel Barrell & Company
4840 Pearl East Circle #114
Boulder, Colorado 80301-2475
(303) 442-4338



Drexel Barrell

33-17

Engineers/Surveyors
Incorporated

April 26, 1993

Boulder,
Colorado Springs

4840 Pearl East Circle
Suite 114
Boulder, Colorado 80301-2475

A description of the Northeasterly portion of the Lastoka property in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., for the County of Boulder. This description revises the one dated March 30, 1993.

303 442 4338

PARCEL 2

A tract of land located in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the N1/4 Corner of said Section 9, from which the Northwest Corner of said Section 9 bears $S89^{\circ}09'52''W$, thence $S00^{\circ}04'40''E$, 60.01 feet along the North-South Centerline of said Section 9 to the South line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1583 as Reception No. 00987907 of the records of Boulder County, Colorado; thence $S89^{\circ}09'52''W$, 50.00 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to the West line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1584 as Reception No. 00989439 of the records of Boulder County, Colorado, and the TRUE POINT OF BEGINNING;

Thence $S00^{\circ}04'40''E$, 1315.98 feet along the West line of that tract of land as described on said Film 1584 as Reception No. 00989439 to the Southwest Corner thereof;

Thence $S89^{\circ}08'16''W$, 821.47 feet;

Thence $N00^{\circ}04'40''W$, 1316.36 feet to the South line of that tract of land as described on said Film 1583 as Reception No. 00987907;

Thence $N89^{\circ}09'52''E$, 821.46 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to the TRUE POINT OF BEGINNING.

(K. Albers - 1486-2 - 1544L.KA)

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Parcel 2 (Continued)

Page 2

April 26, 1993

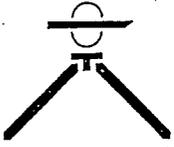
Area = 24.818 acres, more or less.

Legal Description Prepared By:
Richard G. Settergren, PLS #17664
Drexel Barrell & Company
4840 Pearl East Circle #114
Boulder, Colorado 80301-2475
(303) 442-4338

(K. Albers - 1486-2 - 1544L.KA)

33-19

Drexel Barrell



April 26, 1993

Engineers/Surveyors
Incorporated

Boulder,
Colorado Springs

4840 Pearl East Circle
Suite 114
Boulder, Colorado 80301-2475

A description of the North Central portion of the Lastoka property in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., for the County of Boulder. This description revises the one dated March 30, 1993.

303 442 4338

PARCEL 3

A tract of land located in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the N1/4 Corner of said Section 9, from which the Northwest Corner of said Section 9 bears S89°09'52"W, thence S00°04'40"E, 60.01 feet along the North-South Centerline of said Section 9 to the South line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1583 as Reception No. 00987907 of the records of Boulder County, Colorado; thence S89°09'52"W, 50.00 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to the West line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1584 as Reception No. 00989439 of the records of Boulder County, Colorado; thence S00°04'40"E, 1315.98 feet along the West line of that tract of land as described on said Film 1584 as Reception No. 00989439 to the Southwest Corner thereof; thence S89°08'16"W, 821.47 feet to the TRUE POINT OF BEGINNING;

Thence continuing S89°08'16"W, 821.23 feet;

Thence N00°04'40"W, 1316.74 feet to the South line of that tract of land as described on said Film 1583 as Reception No. 00987907;

Thence N89°09'52"E, 821.22 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to a point from which the True Point of Beginning bears S00°04'40"E;

Thence S00°04'40"E, 1316.36 feet to the TRUE POINT OF BEGINNING.

(K. Albers - 1486-2 - 1544L.KA)

33-20

Parcel 3 (Continued)

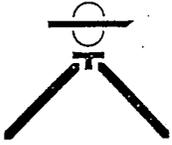
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April 26, 1993

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Drexel Barrell

33-21

April 26, 1993

Engineers/Surveyors
Incorporated

Boulder,
Colorado Springs

4840 Pearl East Circle
Suite 114
Boulder, Colorado 80301-2475

A description of the Northwesterly portion of the Lastoka property in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., for the County of Boulder. This description revises the one dated March 30, 1993.

303 442 4338

PARCEL 4

A tract of land located in the NW1/4 of Section 9, T1S, R69W of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Commencing at the N1/4 Corner of said Section 9, from which the Northwest Corner of said Section 9 bears $S89^{\circ}09'52''W$, thence $S00^{\circ}04'40''E$, 60.01 feet along the North-South Centerline of said Section 9 to the South line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1583 as Reception No. 00987907 of the records of Boulder County, Colorado; thence $S89^{\circ}09'52''W$, 50.00 feet along the South line of that tract of land as described on said Film 1583 as Reception No. 00987907 to the West line of that tract of land conveyed to the City of Louisville as described in Warranty Deed recorded on Film 1584 as Reception No. 00989439 of the records of Boulder County, Colorado, thence $S00^{\circ}04'40''E$, 1315.98 feet along the West line of that tract of land as described on said Film 1584 as Reception No. 00989439 to the Southwest Corner thereof, from which point Point "A" bears $N85^{\circ}06'44''W$, 2271.84 feet; thence $S89^{\circ}08'16''W$, 1642.70 feet to the TRUE POINT OF BEGINNING;

Thence continuing $S89^{\circ}08'16''W$, 619.71 feet to a point from which said Point "A" bears $N00^{\circ}21'38''W$;

Thence $N00^{\circ}21'38''W$, 227.62 feet to said Point "A";

Thence $S89^{\circ}38'22''W$, 240.00 feet to the East line of that tract of land conveyed to the Department of Highways, State of Colorado, as described in Warranty Deed recorded on Film 595 as Reception No. 839411 of the records of Boulder County, Colorado;

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Thence N00°21'53"W, 1057.31 feet along the East line of that tract of land as described on said Film 595 as Reception No. 839411 to the Southerly line of that tract of land as described on said Film 1583 as Reception No. 00987907;

Thence N44°24'10"E, 42.67 feet along the Southerly line of that tract of land as described on said Film 1583 as Reception No. 00987907;

Thence N89°09'52"E, 836.25 feet along the Southerly line of that tract of land as described on said Film 1583 as Reception No. 00987907 to a point from which the True Point of Beginning bears S00°04'40"E;

Thence S00°04'40"E, 1316.74 feet to the TRUE POINT OF BEGINNING.

Area = 24.818 acres, more or less.

Legal Description Prepared By:
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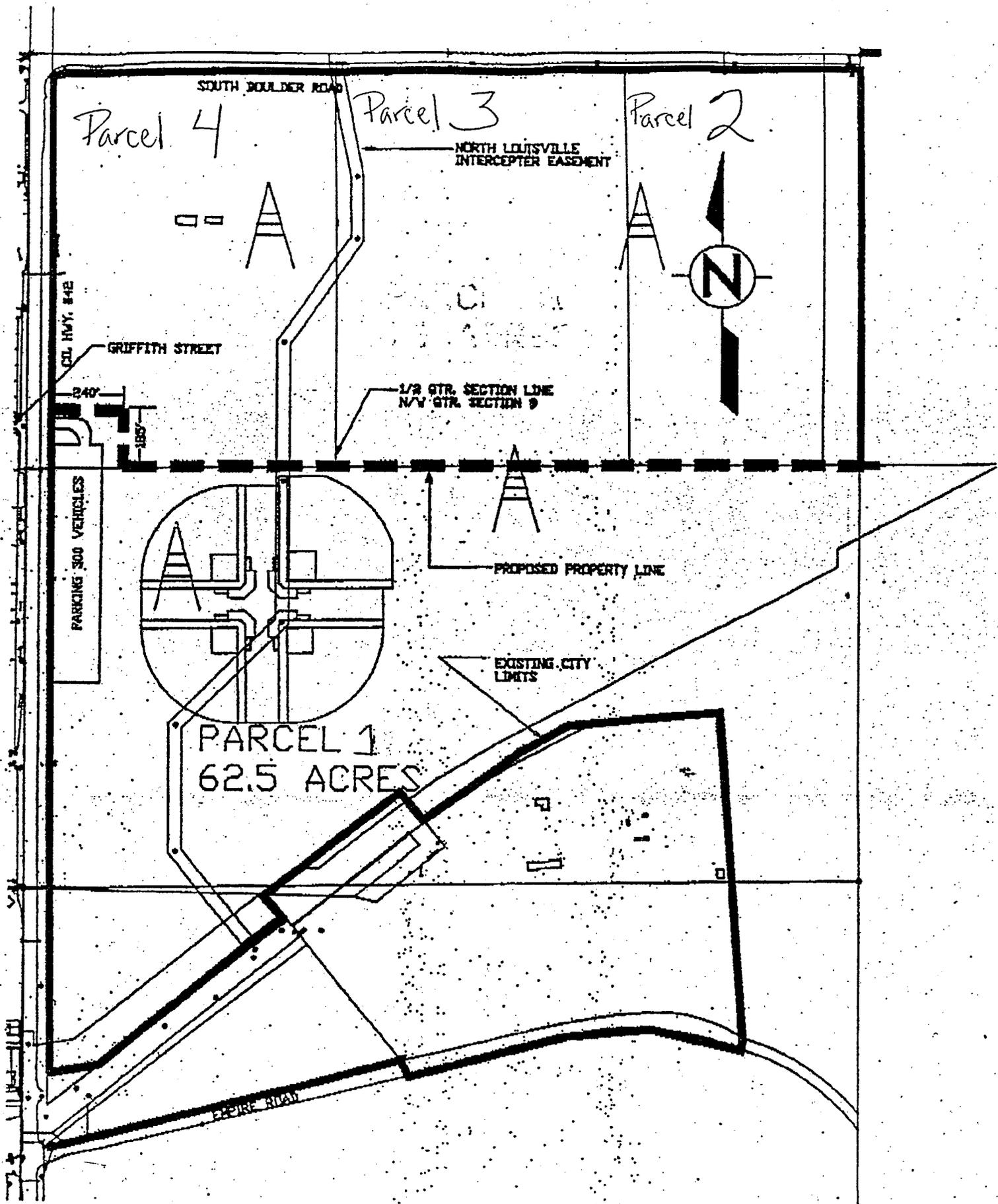


EXHIBIT B

DEED OF CONSERVATION EASEMENT IN GROSS

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

RECITALS

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

A. Lafayette, Louisville, the County, and the Harney/Lastoka family are signatories to the Purchase Agreement, Option to Purchase and Lease dated _____ (the "Purchase Agreement") for the Harney/Lastoka property located at the southeast corner of SH 42 and South Boulder Road (the "Lastoka Property").

B. The Lastoka Property is comprised of approximately 138 acres of land, located in a buffer area between Louisville and Lafayette.

C. Pursuant to the Purchase Agreement, Louisville, Lafayette and the County purchased approximately 63 acres of the Lastoka Property, more particularly described in Exhibit A attached hereto and incorporated herein by this reference and hereinafter referred to as the "Property," and the County, Lafayette, and Louisville have options to purchase the remaining approximately 75 acres of the Lastoka Property.

D. The County, Louisville, and Lafayette entered into an INTERGOVERNMENTAL AGREEMENT South Boulder Road Open Space Purchase, recorded on _____, in the Boulder County Clerk and Recorder's Office on Film _____ as Reception No. _____, hereinafter referred to as the "South Boulder Road Intergovernmental Agreement" in which each party agreed to grant to the other two parties a permanent conservation easement upon each parcel to which such party takes title, providing for restrictions on development and use.

E. The Grantor desires to grant a conservation easement to the Grantees to comply with the terms of the South Boulder Road Intergovernmental Agreement.

Lastoka Conservation Easement
Cities and County

CONSERVATION EASEMENT

In consideration of the obligations of the parties under the South Boulder Road Intergovernmental Agreement, 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 Grantees a Conservation Easement in Gross (hereinafter, the "Easement") consisting of the rights hereinafter enumerated, over and across the Property. The provisions contained in the South Boulder Road Intergovernmental Agreement 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, agricultural, passive recreational, and environmental uses, the natural condition and aesthetic and ecological features of the Property.

I. GRANT

The affirmative rights conveyed to Grantees 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 Except for ball field development as specifically permitted in the South Boulder Road Intergovernmental Agreement, 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 Grantees' 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 and the City Councils of Louisville and Lafayette.

1.5 The first right to purchase the Property or any portion thereof, along with any or all of the water and mineral rights described in Exhibit A. 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 shall be offered to the Grantees 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 Grantees 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.

1.6 The right of ingress and egress to the Property for the public and the Grantees for passive recreational uses under the terms and conditions of the South Boulder Road Intergovernmental Agreement.

1.7 Except as expressly granted herein, Grantor reserves all rights as owner of the Property which are permitted by the South Boulder Road Intergovernmental Agreement, including the right to use the Property for the specific Permitted Uses identified in Section 2, below.

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 unanimous consent of the management board, described in the South Boulder Road Intergovernmental Agreement (the "Management Board"), 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 commercial nursery stock 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 Management Board. 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 utility mains, lines and underground 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, consistent with the provisions of the South Boulder Road Intergovernmental Agreement.

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 Except as such interest is otherwise conveyed to Grantee by deed or certificates of ownership, Grantor specifically retains (a) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the land; and (b) all right, title, and interest to subsurface oil, gas, and other minerals; provided, however, that exploration for, and extraction of any minerals shall be undertaken in a manner consistent with the Boulder County Zoning Resolution and other applicable regulations and designed to ensure the protection of the agricultural resources of the Property. The Grantor and Grantees 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. The water rights referred to in this

paragraph are those described in Exhibit A attached hereto and made a part hereof by reference.

2.9 Use of a portion of the Property for ball fields and necessary appurtenances, as permitted in the South Boulder Road Intergovernmental Agreement.

2.10 Any use unanimously approved by the governing boards of the County of Boulder, the City of Louisville and the City of Lafayette.

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 unanimously approved by the governing boards of the County of Boulder, the City of Louisville and the City of Lafayette:

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.

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 as allowed under the South Boulder Road Intergovernmental Agreement, and as described in Section II.

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, 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.

3.9 The division, subdivision, or de facto subdivision of the Property except as permitted by the South Boulder Road Intergovernmental Agreement. The conditions of this Easement shall attach to the land and shall survive any division of the Property.

3.10 The conveyance of right-of-way or the construction of any new roadways except access roads to the ball fields and trails.

IV. ENFORCEMENT

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

4.2 The parties also shall be entitled to specific performance by the other parties of all rights granted hereby. In the event that one of the parties fails to abide by the terms hereof, the other parties 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 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 heirs, personal representatives, executors, successors and assigns and the above named-Grantee and its successors and assigns, respectively.

5.2 The Grantor owns an undivided percentage interest in the Property. The Grantor is granting a conservation easement only as to the undivided percentage interest it owns in the Property. The Grantees are also owners of undivided interests in the Property. The Grantees accept the conservation easement only as to the undivided interest in the Property owned by the Grantor. The ownership of the Grantor's and Grantees' estates are not coextensive, and the parties expressly intend that the conservation easement granted herein shall not merge with the underlying fee interest.

5.3 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.

5.4 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.

5.5 This instrument, the South Boulder Road Intergovernmental Agreement, 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.

5.6 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.

5.7 In the event of any conflict between the terms of this Easement, and the terms of the South Boulder Road Intergovernmental Agreement, the terms of the South Boulder Road Intergovernmental Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this _____ day of _____, 1993.

COUNTY OF BOULDER,
a body corporate and politic

By: _____
Homer Page, Chair
Board of County Commissioners

Attest: _____
Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Tom Davidson, Mayor of the City of Louisville.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Larry T. Gupton, Mayor of the City of Lafayette.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

33-33

EXHIBIT A

LEGAL DESCRIPTION FOR THE PROPERTY
PARCEL 1