



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302 • Tel: 303.441.3930 • Fax: 303.441.4856
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.gov

BOULDER COUNTY PLANNING COMMISSION PUBLIC HEARING

August 16, 2023 at 1:30 p.m.

Boulder County Courthouse, 3rd Floor,
1325 Pearl Street, Boulder
Virtual and in-person

STAFF RECOMMENDATION

STAFF PLANNER: Pete L'Orange, Planner II

DATE ISSUED: August 9, 2023

Docket V-23-0001: Boulder County Public Works Easement Vacation

Proposal: Request for Vacation of a 60-foot Access Easement through Outlot A of Block 3 of The Farm in Boulder Valley NUPUD.
Location: 0 N 95th Street, Outlot A of Block 3 of the Farm in Boulder Valley NUPUD, located approximately .35 miles east of the intersection of Kestrel Lane and 95th street, Sections 9 and 16, Township 1N, Range 69W.
Zoning: Agricultural
Owners: Craig & Nicole Harrison
Applicant: Boulder County Public Works c/o Mike Thomas

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SUMMARY

The applicants request to vacate the entirety of a platted 60-foot wide access easement on Outlot A of Block 3, The Farm in Boulder Valley NUPUD providing access to Lots 1, 2, 3, and 4 of Block 3, The Farm in Boulder Valley NUPUD. If the access easement vacation is approved, an Exemption Plat approval will also be necessary, as the existing access easement is a platted easement. However, only the Vacation request is under the purview of the Planning Commission. Staff recommends approval of the Vacation request since the request can meet the Vacation Criteria.

DISCUSSION

Outlot A of Block 3, The Farm in Boulder Valley, was platted by SD-80-0014 in 1982 with the Final Plat of the NUPUD occurring in 1992 through SD-89-0024. The Final Plat was recorded at Reception

No. 1228797 and included the platted 60-foot access easement proposed to be vacated. Lots 1 through 4 of Block 3 of the NUPUD were originally intended to be access through three platted outlots: Outlot A, with an access easement; Outlot Q which ran east from N. 95th Street to the western edge of Outlot A; and Outlot R, which looped from N. 95th Street to the eastern edge of Outlot A (see Figure 1 below).

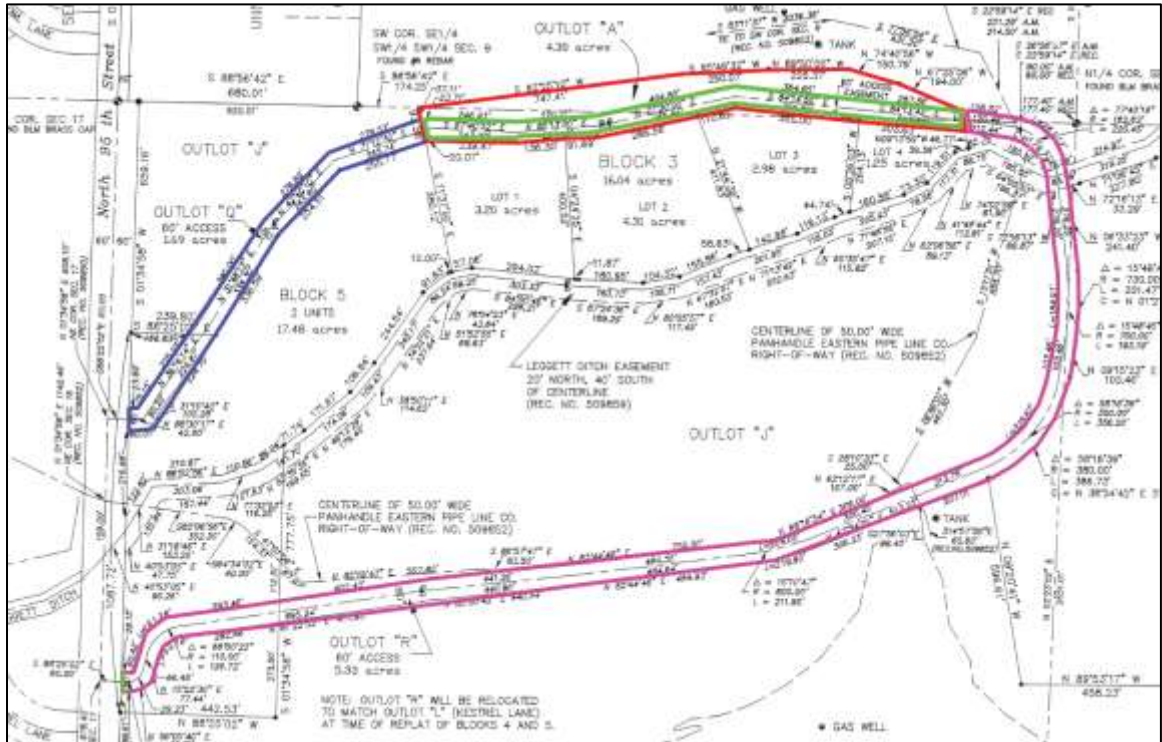


Figure 1: Original platted access to Lots 1 – 4 of Block 3. Outlot A is indicated in red, with the access easement indicate in green. Outlot R is indicated in purple, and Outlot Q is indicated in blue.

The apparent plan of the developers of the NUPUD was that the Access Easement would connect with Outlot Q and Outlot R to form a circular road that would provide ingress and egress to owners of multiple residential lots and two access points on 95th Street. If the NUPUD had been fully developed, the developers would have needed to either create easements for lot owners to use Outlot Q and Outlot R or they would have needed to dedicate those outlots to the county as county roads. However, as a result of the City of Boulder’s acquisition of the vast majority of the NUPUD as perpetual open space, there is no longer a need for a circular drive or two accesses to 95th Street. Outlot Q has never been developed; Outlot R is owned by the City of Boulder and provides access to Lots 1 – 4 of Block 3 in the form of a gravel access road.

Outlot A is also encumbered by a Boulder County conservation easement (reception number 1228802). Outlot A is owned by Craig and Nicole Harrison, along with Lot 1 and Lot 2 of Block 3, with the applicants’ residence being located on Lot 2. Lots 3 and 4 of Block 3 are owned by David and Tracy Nassar with their residence located on Lot 3. Currently the eastern portion of Outlot A is comprised of mature trees lining an existing improved access drive used to provide access to Lots 2, 3, and 4 of Block 3. The western portion of Outlot A is undeveloped and since the creation of the lot it has not been developed with any residential or non-residential structures. Outlots in platted subdivisions typically are created as open space or undeveloped space and Outlot A has historically used this way. The Boulder County conservation easement limits development on Outlot A to only non-residential structures. Figure 2 provides an aerial image of Outlot A showing the existing access drive located on Outlot A.

In 2020, the Board of County Commissioners approved an application (V-20-0006/EP-20-0006) to vacate a portion of the access easement and to replat Outlot A, reducing the 60-foot wide easement to a much smaller area that more accurately reflected the area where an access easement was necessary (see Figure 3 below). Prior to the 2020 approvals, there had been conversations between the County, the owners of Outlot A, and the then owners of Lots 3 and 4 about the County vacating the access easement in favor of the two sets of property owners establishing a permanent, private access easement through Outlot A to provide access to Lots 3 and 4. The owners of Lots 3 and 4 at that time were not willing to enter into a private access easement. As such, the partial vacation of the County's easement and the establishment of a new, smaller easement was perused. It was approved through Board of County Commissioners Resolution 2021-23.¹



Figure 2: Aerial of existing parcel and development.

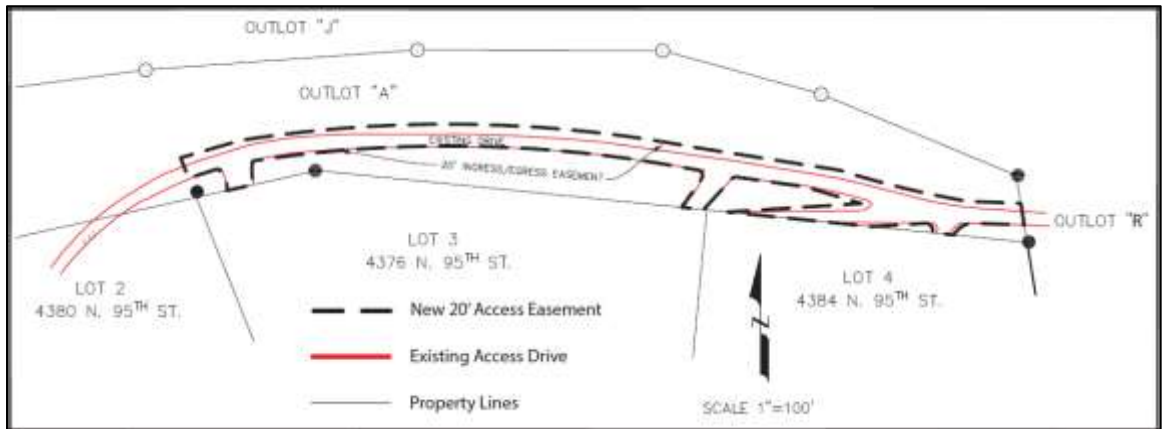


Figure 3: Reduced easement approved in V-20-0006/EP-20-0006

Since the approval of V-20-0006/EP-20-0006, however, Lots 3 and 4 have been purchased by new owners (David and Tracy Nassar, the current owners) and they have agreed to the private access easement. The Harrisons and the Nassars have entered into an access easement and maintenance agreement, which will provide access through a portion of Outlot A, from Outlot Q (the city-owned

¹ The post-approval requirement to record the updated plat with the smaller easement was not completed, due to the owners of Outlot A wanting to pursue the private access easement option with the new owners of Lots 3 and 4.

outlot road) to Lots 3 and 4 (see Figure 4 below). The access easement and maintenance agree has been recorded under Reception Number 03986787, dated October 26, 2022. County staff have reviewed this easement and agreement and have determined that it provides uninterrupted and permanent legal rights of access from the public street system to each of the residential lots.

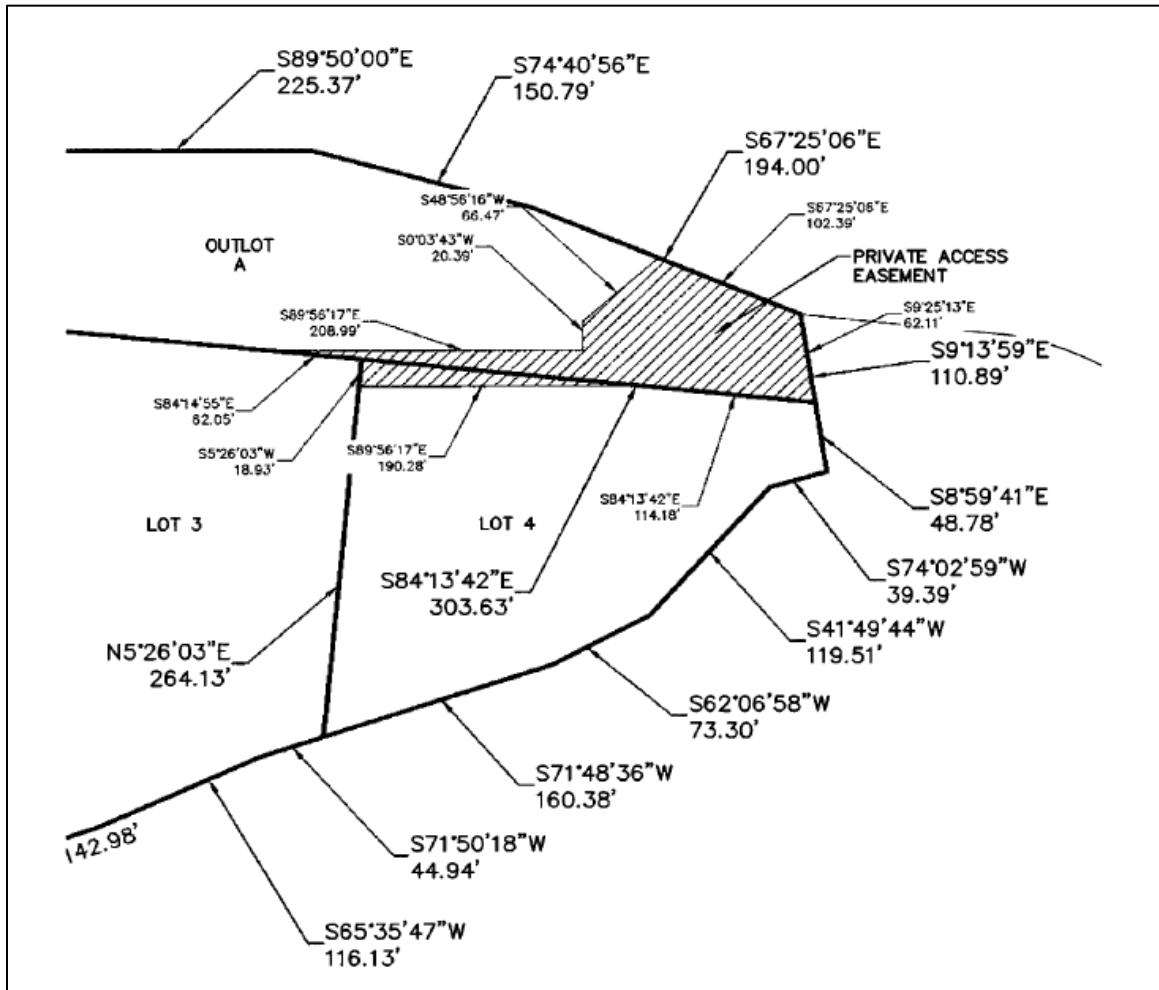


Figure 4: Private Assessment through Outlot A, to provide access to Lots 3 and 4.

As such, the county-held access easement is no longer necessary, and the Boulder County Public Works department is requesting the complete vacation of the county-held easement through Outlot A, as it no longer necessary to serve the needs of county residents.

REFERRALS

This application was referred to the typical agencies, departments, and adjacent property owners. The deadline for agencies and departments to respond was July 20, 2023. These responses are summarized below.

Xcel Energy: This agency responded that there are Pending PSCo utility easements which need to be executed before this vacation can be finalized.

Agencies that responded with no conflict: Boulder County Public Health; Boulder County Building Safety & Inspection Services Team; Boulder County Access & Engineering Team; Boulder County Conservation Easement Team; and Louisville Fire Protection District.

Agencies that did not submit a response: Boulder County Long Range Planning team; Boulder County Assessor; Boulder County Surveyor; Left Hand Water District; Boulder Valley and Longmont Conservation District; and the Farm in Boulder Valley HOA.

Adjacent Property Owners: Notices were sent to 31 property owners. To date, staff have received one call from an adjacent property owner, wanting to understand the application. Once staff explained the proposal in more detail, the caller said they had no concerns.

VACATION REVIEW

Section 10-100 of the Boulder County Land Use Code sets the standards for Vacations of Public Roads, Alleys, and Easements. Staff has reviewed the criteria and finds the following:

- (A) Public roads, alleys, and easements may be vacated after consideration at a public hearing by both the Planning Commission and the Board of County Commissioners.**

This docket will be heard by Planning Commission on August 16, 2023. After the Planning Commission makes a recommendation on the vacation request, staff will schedule a public hearing before the Board of County Commissioners, which will ultimately make a decision as to whether to approve the vacation request.

Therefore, staff finds this criterion can be met.

- (B) Unless otherwise noted, the portions of the road or alley vacated will be divided down the centerline and added to the respective adjacent property.**

The application requests to vacate an access easement; no vacation of any road or alley is proposed. As such, there will be no portions of road or alley to be added to adjacent properties.

Therefore, staff finds this criterion does not apply.

- (C) Application and processing requirements for vacations are included in Article 3.**

The submitted application materials meet the requirements found in Article 3. In accordance with Article 3, staff referred the application to applicable referral agencies and all property owners within 1,500 feet of the subject property. The application will be heard at a public hearing before the Planning Commission on August 16, 2023, and thereafter by the Board of County Commissioners. Public testimony will be taken at both hearings.

Therefore, staff finds this criterion can be met.

- (D) Following approval or conditional approval of a Vacation, the applicant shall submit to the Land Use Department all necessary documents.**

The applicant shall comply with all conditions of approval.

Therefore, staff finds this criterion can be met.

- (E) The Vacation becomes effective upon recordation of the Board's resolution of approval with the Boulder County Clerk and Recorder's office.**

- 1. Prior to recordation, the applicant must comply with and complete all conditions of approval.**

2. **The Land Use Department staff shall record the Commissioner’s resolution of approval with the Clerk and Recorder’s office within 1 year of the Commissioners’ approval unless otherwise specified.**

If the vacation is approved by the Board of County Commissioners, upon completion of post approval requirements, Community Planning & Permitting staff will record a copy of the Board's Resolution of Approval with the Boulder County Clerk & Recorder.

Therefore, as conditioned, staff finds this criterion can be met.

RECOMMENDATION

Staff has determined that the proposal can meet all the applicable criteria of the Boulder County Land Use Code for Vacation of Public Roads, Alleys, and Easement. Therefore, staff recommends that the Planning Commission recommend that the Board of County Commissioners ***approve docket V-23-0001: Boulder County Public Works Easement Vacation*** with the following standard post-approval requirements:

1. The applicant shall meet all the post approval requirements within one year after the date of the Board of County Commissioners’ Resolution approving this vacation. This Resolution and associated documents shall also be recorded by Community Planning & Permitting Staff with the County Clerk and Recorder’s Office within this one-year timeframe. This vacation approval shall not be considered final or effective until this recordation. Finally, this vacation approval shall expire if recordation does not occur within the required one-year timeframe (unless an extension is granted).
2. The applicant shall be subject to the terms, conditions, and commitments of record and in the file for docket ***V-23-0001: Boulder County Public Works Easement Vacation***.



Boulder County Land Use Department

Courthouse Annex Building
2045 13th Street • PO Box 471 • Boulder, Colorado 80302
Phone: 303-441-3930 • Fax: 303-441-4856
Email: planner@bouldercounty.org
Web: www.bouldercounty.org/lu
Office Hours: Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.
Tuesday 10 a.m. to 4:30 p.m.

Shaded Areas for Staff Only

Intake Stamp

Application Form

Project Number		Project Name	
<input type="checkbox"/> Limited Impact Special Use <input type="checkbox"/> Limited Impact Special Use Waiver <input type="checkbox"/> Modification of Special Use <input type="checkbox"/> Site Plan Review <input type="checkbox"/> Site Plan Review Waiver <input type="checkbox"/> Subdivision Exemption <input type="checkbox"/> Exemption Plat <input type="checkbox"/> 1041 State Interest Review <input type="checkbox"/> Other:		Application Deadline: First Wednesday of the Month <input type="checkbox"/> Variance <input type="checkbox"/> Appeal	
		Application Deadline: Second Wednesday of the Month <input type="checkbox"/> Sketch Plan <input type="checkbox"/> Preliminary Plan <input type="checkbox"/> Final Plat <input type="checkbox"/> Resubdivision (Replat) <input type="checkbox"/> Special Use/SSDP	
		<input type="checkbox"/> Rezoning <input checked="" type="checkbox"/> Road/Easement Vacation <input type="checkbox"/> Location and Extent <input type="checkbox"/> Road Name Change	
Location(s)/Street Address(es) 0 95th St. - in Farm in Boulder Valley NUPUD			
Subdivision Name Farm in Boulder Valley NUPUD			
Lot(s) Outlot A	Block(s) 3	Section(s) 16	Township(s) T1N Range(s) R69W
Area in Acres 4.30 Ac	Existing Zoning Agricultural	Existing Use of Property Residential	Number of Proposed Lots 0
Proposed Water Supply N/A		Proposed Sewage Disposal Method N/A	

Applicants:



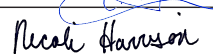
Applicant/Property Owner Boulder County Public Works		Email Address	
Mailing Address P.O. Box 471			
City Boulder	State CO	Zip Code 80306	Phone 303-441-3900 Fax
Applicant/Property Owner/Agent/Consultant Mike Thomas		Email Address mthomas@bouldercounty.org	
Mailing Address P.O. Box 471			
City Boulder	State CO	Zip Code 80306	Phone 720-564-2655 Fax
Agent/Consultant		Email Address	
Mailing Address			
City	State	Zip Code	Phone Fax

Certification (Please refer to the Regulations and Application Submittal Package for complete application requirements.)

I certify that I am signing this Application Form as an owner of record of the property included in the Application. I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. I understand that all materials required by Boulder County must be submitted prior to having this matter processed. I understand that public hearings or meetings may be required. I understand that I must sign an Agreement of Payment for Application processing fees, and that additional fees or materials may be required as a result of considerations which may arise in the processing of this docket. I understand that the road, school, and park dedications may be required as a condition of approval.

I understand that I am consenting to allow the County Staff involved in this application or their designees to enter onto and inspect the subject property at any reasonable time, without obtaining any prior consent.

All landowners are required to sign application. If additional space is needed, attach additional sheet signed and dated.

Signature of Property Owner 	Printed Name Michael A. Thomas	Date 1/26/2023
Signature of Property Owner 	Printed Name Craig Harrison	Date 1/26/2023
Signature of Property Owner 	Printed Name Nicole Harrison	Date 1/26/2023

The Land Use Director may waive the landowner signature requirement for good cause, under the applicable provisions of the Land Use Code.



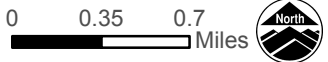
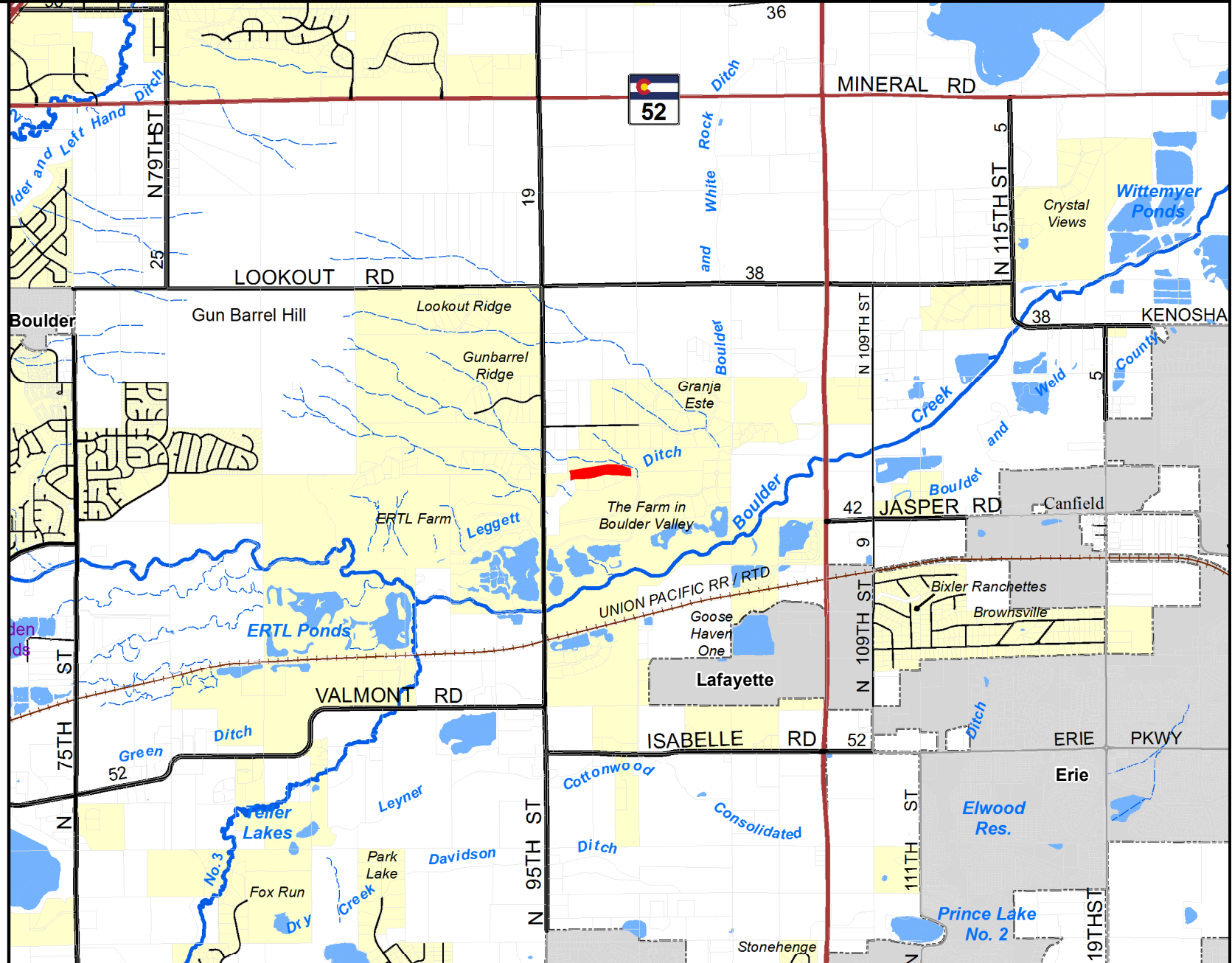
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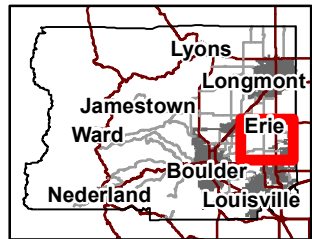
Vicinity

0 N 95th St

- Subject Parcel
- Municipalities
- Subdivisions**
- Subdivisions



Area of Detail Date: 11/17/2021



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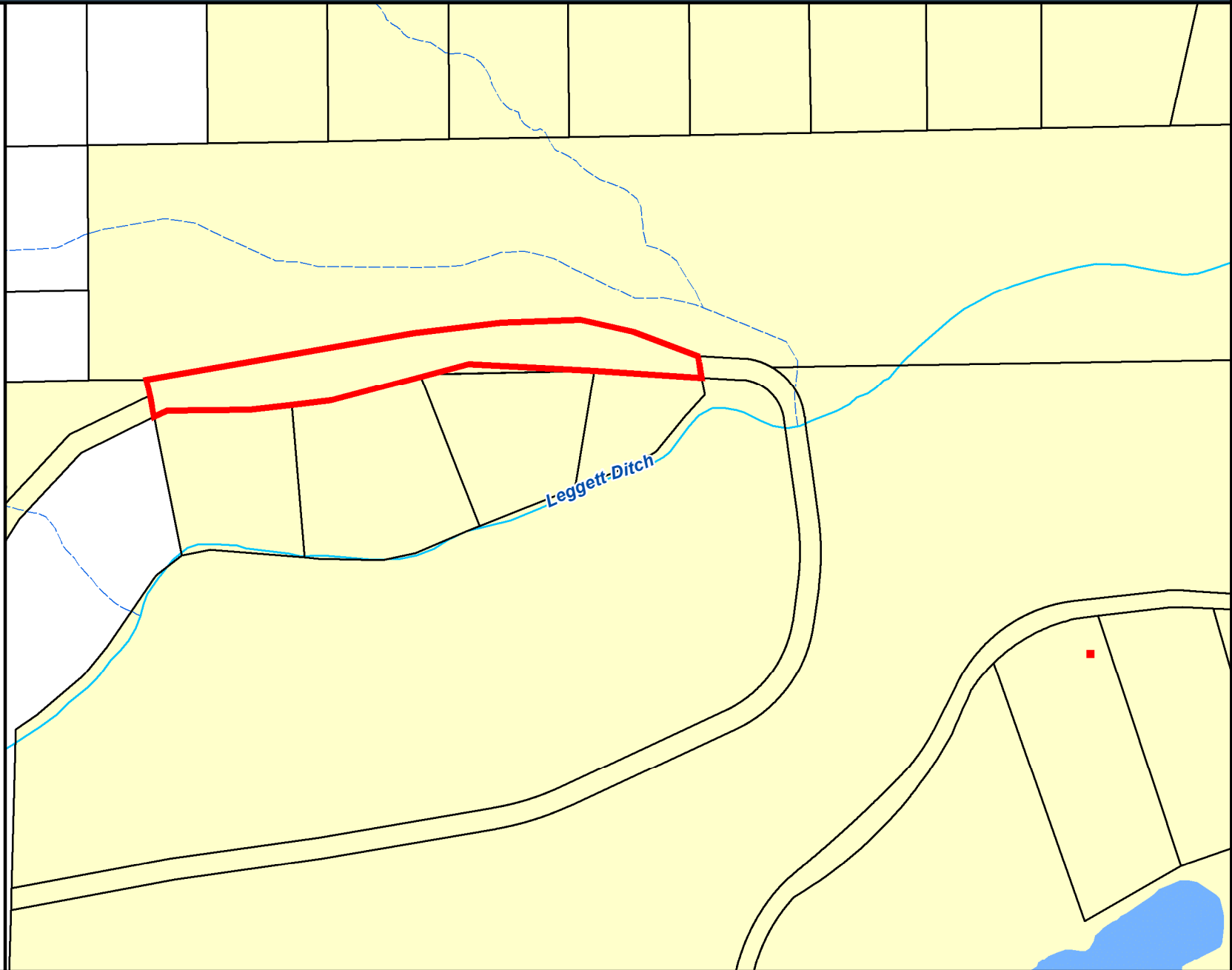
Location

0 N 95th St

 Subject Parcel

Subdivisions

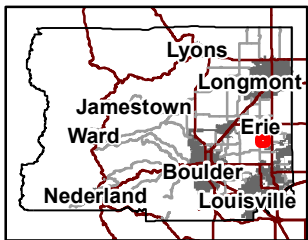
 Subdivisions



0 0.035 0.07 Miles



Area of Detail Date: 11/17/2021



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Narrative in Support of Proposed Vacation of 60' County Access Easement
on Outlot A of Block 3, The Farm in Boulder Valley NUPUD

Public Works is applying for the vacation of a 60' Access Easement through Outlot A of Block 3 of The Farm in Boulder Valley NUPUD ("Outlot A") because it is unnecessary for there to be a publicly owned access easement that is disconnected from the public road system and which provides no benefit to either Boulder County government or the public. The proposed vacation should be granted for the reasons set forth below.

The final plat for The Farm in Boulder Valley NUPUD was approved by the Board of County Commissioners of Boulder County on May 19, 1991 (the "Plat"). The original plan for the NUPUD was to create 56 homes and 2 tenant units in clusters, surrounded by outlots that remained undeveloped. The plat includes a number of dedications of outlots and easements for internal roads that were to serve the residential lots.

At the time of the final plat, there were two homes located on the NUPUD, which homes belonged to the developers who created the NUPUD. As a result of the City of Boulder's subsequent acquisition of all of the NUPUD as open space, except for four residential lots in Block 3 and Outlot A, the remaining residential lots shown on the plat will never be developed.

The dedication language on the first page of the Plat says that "unless otherwise specifically noted by reference on this plat [the developers] do hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easement to Boulder County for the purpose(s) shown hereon." On page 6 of the plat, there is a "60' Access Easement" depicted that follows the southern border of Outlot A of Block 3 (the "Access Easement"). Because this easement does not specifically note a different beneficiary, it was dedicated to Boulder County.¹ The apparent plan of the developers of the NUPUD was that the Access Easement would connect with Outlot Q and Outlot R to form a circular road that would provide ingress and egress to owners of multiple residential lots and two access points on 95th Street. If the NUPUD had been fully developed, the developers would have needed to either create easements for lot owners to use Outlot Q and Outlot R or they would have needed to dedicate those outlots to the county as county roads. However, as a result of the City of Boulder's acquisition of the vast majority of the NUPUD as perpetual open space, there is no longer a need for a circular drive or two accesses to 95th Street.

Because the plans of the developer have changed, and there can never be more than four residences in the entire NUPUD (i.e. Lots 1-4 of Block 3), there is no need for a 60' public access easement across Outlot A. This is especially true since nobody other than the owners of Lots 1-4 of Block 3 and the City of Boulder have a right to get to the Access Easement over and across Outlot A.

¹ The Access Easement is the only easement on the plat which is not dedicated to a specific entity.

The owners of Lots 1-4 each are the beneficiaries of a Road Maintenance Agreement Between Adjoining Owners, dated October 31, 2017 (the “Road Maintenance Agreement”), which grants the owners of Lots 1-4 with a permanent easement of 16’ in width over and across Outlot R, which allows the lot owners a perpetual right of access from 95th Street to the east side of Outlot A. The Road Maintenance Agreement runs with ownership of Lots 1-4 to heirs, successors, and assigns and provides for how the driveway over and across Outlot R will be maintained. With the Road Maintenance Agreement, a private driveway across Outlot A of sufficient width to access four residential lots is all that is necessary for the lot owners to travel from the public street system (i.e. 95th Street) to their lots.

Public Works was first contacted by the Harrisons (owners of Lots 1 and 2 and Outlot A of Block 3) about vacating the Access Easement in 2019. The Harrisons were told that the only impediment to Public Works supporting the vacation of the Access Easement was assuring that all of the lot owners retain legal access from their lots to the public street system. In 2020, the Harrisons applied for a vacation and exemption plat (V-20-0006; EP-20-0006) to vacate the platted Access Easement. The docket was heard by the Planning Commission and Board of County Commissioners (the “Board”), with the Board conditionally approving of a partial vacation of the Access Easement at its public hearing on January 28, 2001.

On March 29, 2001, the Board issued an Action Letter and Resolution 2021-23 (the “Resolution”) to implement its conditional approval of the partial vacation and exemption plat, which Resolution was recorded at Reception Number 3884304 on May 11, 2021. The Resolution approved the shortening and narrowing of the Access Easement but, due to objections from the then current owner of Lots 3 and 4, the Board only approved a partial vacation of the Access Easement and required the Harrisons to accommodate a potential emergency turnaround facility on Outlot A.

Subsequent to the Board’s issuance of the Resolution, ownership of Lots 3 and 4 has changed hands and the new owners of Lots 3 and 4 have reached an agreement with the owners of Lots 1 and 2 (the Harrisons) on a private Access Easement and Maintenance Agreement that will allow for the complete vacation of the Access Easement. Public Works has reviewed the Access Easement and Maintenance Agreement and finds that it will provide the owners of Lots 1-4 with permanent access easements that, combined with the access easement over and across Outlot R in the Road Maintenance Agreement, will provide uninterrupted and permanent legal rights of access from the public street system to each of the residential lots in Block 3. Vacating the Access Easement will be of benefit to Boulder County as well, as Public Works cannot monitor or control an access easement to which it does not have a legal right of access.

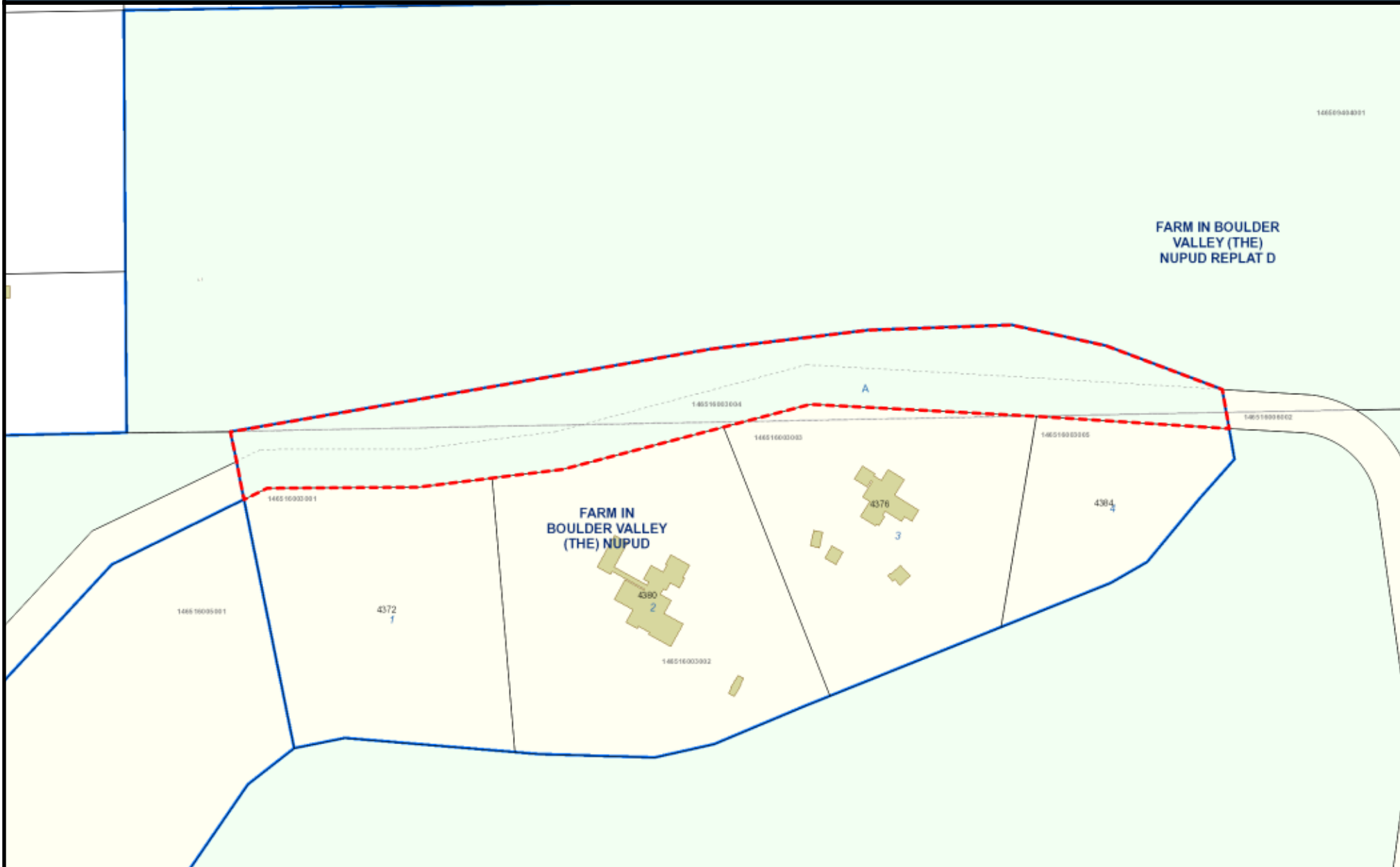
For these reasons, Public Works requests that the Board approve of a total vacation of the Access Easement and approve an exemption plat to amend the Plat for Block 3 of The Farm in Boulder Valley to reflect the vacation of the Access Easement.



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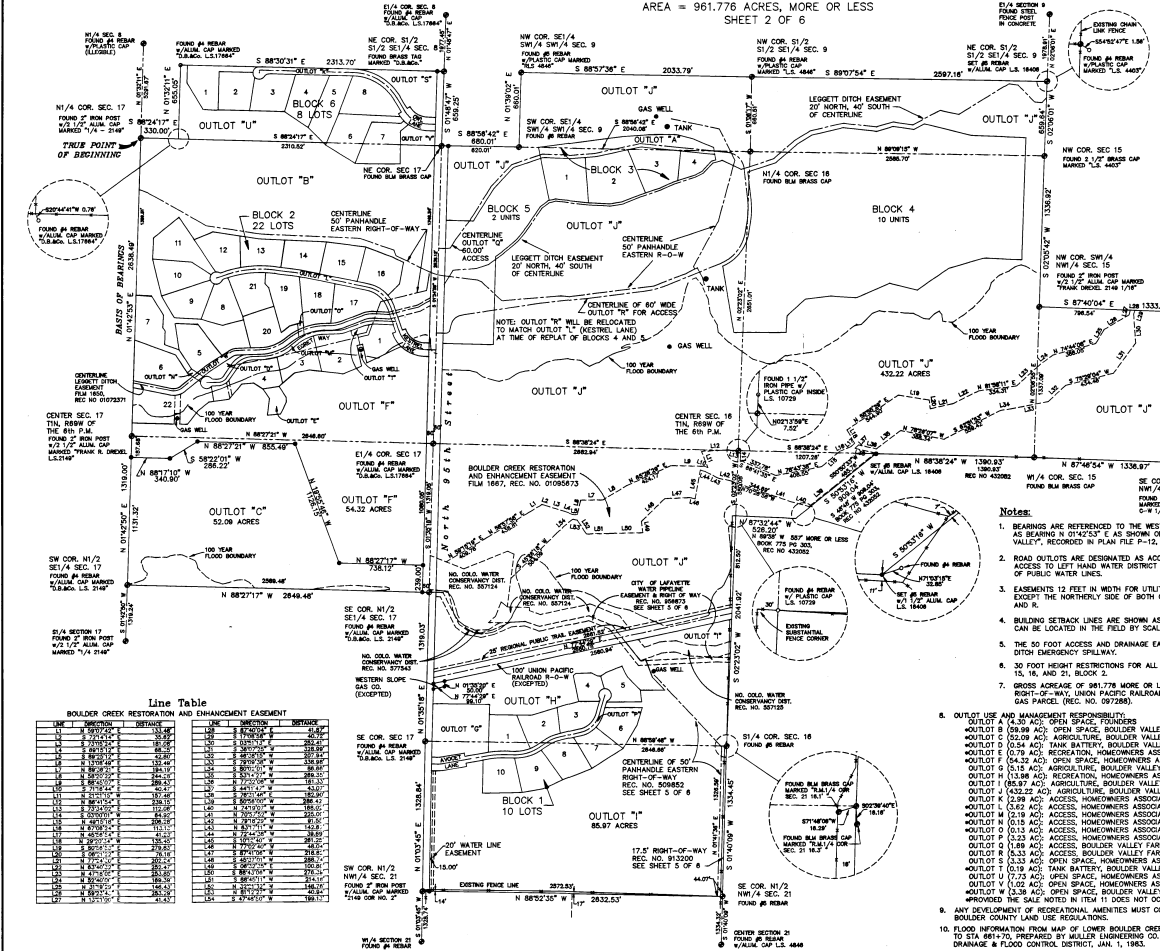
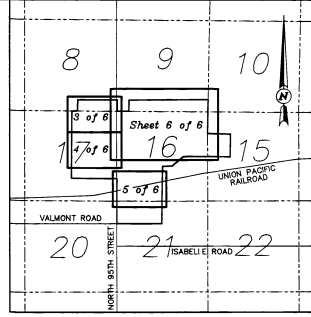


Approx. 1 inch = 200 feet

THE FARM IN BOULDER VALLEY N.U.P.U.D.

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT OF BLOCK 3 OF THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17, AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

AREA = 961.778 ACRES, MORE OR LESS
SHEET 2 OF 6



Line Table
BOULDER CREEK RESTORATION AND ENHANCEMENT EASEMENT

LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
2	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
3	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
4	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
5	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
6	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
7	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
8	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
9	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
10	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
11	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
12	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
13	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
14	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
15	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
16	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
17	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
18	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
19	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
20	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
21	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
22	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
23	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
24	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
25	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
26	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
27	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
28	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
29	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'
30	N 0°00'00" E	600.00'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'	S 88°30'31" E	2313.70'

Notes:

- BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NE1/4 OF SECTION 17 AS BEARING N 0°02'51" E AS SHOWN ON PLAN ENTITLED 'THE FARM IN BOULDER VALLEY', RECORDED IN PLAN FILE P-12, F-4, 843-48.
- ROAD OUTLOTS ARE DESIGNATED AS ACCESS FOR ROADSWAYS AND UNIMPROVED ACCESS TO LEFT HAND WATER DISTRICT FOR THE OPERATION AND MAINTENANCE OF PUBLIC WATER LINES.
- EASEMENTS 12 FEET IN WIDTH FOR UTILITY PURPOSES EXIST ALONG ALL ROAD OUTLOTS EXCEPT THE NORTHERLY SIDE OF BOTH OAK LANE AND KESTREL LANE AND OUTLOTS U AND R.
- BUILDING SETBACK LINES ARE SHOWN AS FINE DASHED LINES ON ALL LOTS AND CAN BE LOCATED IN THE FIELD BY SCALE METHODS.
- THE 50 FOOT ACCESS AND DRAINAGE EASEMENT AT LOT 22 BLOCK 2 IS FOR LEGGETT DITCH EMERGENCY SPILLWAY.
- 30 FOOT HEIGHT RESTRICTIONS FOR ALL STRUCTURES ON LOTS 7, 8, 9, 11, 12, 13, 14, 15, 16, AND 21, BLOCK 2.
- GROSS AREA OF 961.778 MORE OR LESS INCLUDES NORTH 86TH STREET RIGHT-OF-WAY, UNION PACIFIC RAILROAD RIGHT-OF-WAY AND WESTERN SLOPE GAS PEARL (REC. NO. 087288).
- OUTLOT USE AND MANAGEMENT RESPONSIBILITY:
 OUTLOT A (4.26 AC.) OPEN SPACE, FOUNDERS VALLEY FARM
 OUTLOT B (39.98 AC.) OPEN SPACE, BOULDER VALLEY FARM
 OUTLOT C (30.28 AC.) AGRICULTURE, BOULDER VALLEY FARM
 OUTLOT D (0.34 AC.) TANK BATTERY, BOULDER VALLEY FARM
 OUTLOT E (0.78 AC.) RECREATION, HOMEOWNERS ASSOCIATION
 OUTLOT F (0.82 AC.) OPEN SPACE, HOMEOWNERS ASSOCIATION
 OUTLOT G (65.97 AC.) AGRICULTURE, BOULDER VALLEY FARM
 OUTLOT H (13.28 AC.) RECREATION, HOMEOWNERS ASSOCIATION
 OUTLOT I (85.97 AC.) ACCESS, BOULDER VALLEY FARM
 OUTLOT J (432.22 AC.) AGRICULTURE, BOULDER VALLEY FARM
 OUTLOT K (0.82 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT L (2.18 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT M (2.18 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT N (0.18 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT O (0.13 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT P (0.13 AC.) ACCESS, HOMEOWNERS ASSOCIATION
 OUTLOT Q (1.89 AC.) ACCESS, BOULDER VALLEY FARM
 OUTLOT R (0.13 AC.) ACCESS, BOULDER VALLEY FARM
 OUTLOT S (3.33 AC.) OPEN SPACE, HOMEOWNERS ASSOCIATION
 OUTLOT T (0.78 AC.) TANK BATTERY, BOULDER VALLEY FARM
 OUTLOT U (7.72 AC.) OPEN SPACE, HOMEOWNERS ASSOCIATION
 OUTLOT V (0.02 AC.) OPEN SPACE, HOMEOWNERS ASSOCIATION
 OUTLOT W (2.38 AC.) OPEN SPACE, BOULDER VALLEY FARM
 IMPROVED THE SALE NOTED IN ITEM 1 DOES NOT OCCUR.
- ANY DEVELOPMENT OF RECREATIONAL AMENITIES MUST CONFORM WITH BOULDER COUNTY LAND USE REGULATIONS.
- FLOOD INFORMATION FROM MAP OF LOWER BOULDER CREEK, STA. 537+20 TO STA. 681+70, PREPARED BY MILLER ENGINEERING, INC. AND URBAN DRAINAGE & FLOOD CONTROL DISTRICT, JAN. 1, 1983.
- THE FOLLOWING PORTIONS OF THE FARM IN BOULDER VALLEY N.U.P.U.D. ARE BEING SOLD IN FEE TO THE CITY OF BOULDER REAL ESTATE AND OPEN SPACE DEPARTMENT FOR THE PURPOSE OF OPEN SPACE AS STATED IN THAT AGENCY'S CHARTER:
 BLOCK 2, LOTS 1-22, AND OUTLOTS B, C, D, E, F, L, M, N, O, T AND W. THE FARM IN BOULDER VALLEY N.U.P.U.D. AS STATED IN THE ADDENDUM TO SUBDIVISION AGREEMENT ENTERED INTO BETWEEN BOULDER VALLEY FARM, INC. AND COUNTY OF BOULDER, RECORDED C-28386-1, L.S. 1962, ON FILM 1762 AS RECEIPTS NO. 428. THESE PORTIONS ARE NOT AVAILABLE FOR DEVELOPMENT UNTIL A CERTIFICATE OF COMPLIANCE AS DEFINED IN THE ADDENDUM TO SUBDIVISION AGREEMENT IS APPROVED BY BOULDER COUNTY PURSUANT TO THE ADDENDUM AND RECORDED IN THE OFFICE OF THE CLERK AND REGISTER OF BOULDER COUNTY, COLORADO.

Surveyor's Statement
SEE SHEET 1 OF 6 FOR STATEMENT
SEE SHEET 2 OF 6 FOR NOTES
John S. Gorton
COLORADO P.L.S. 16408 877
PRECEDENT, FLATIRONS SURVEYING

P-28F-286
(286)

The Farm In Boulder Valley
N.U.P.U.D.

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT OF BLOCK 3 OF THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17, 19 AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

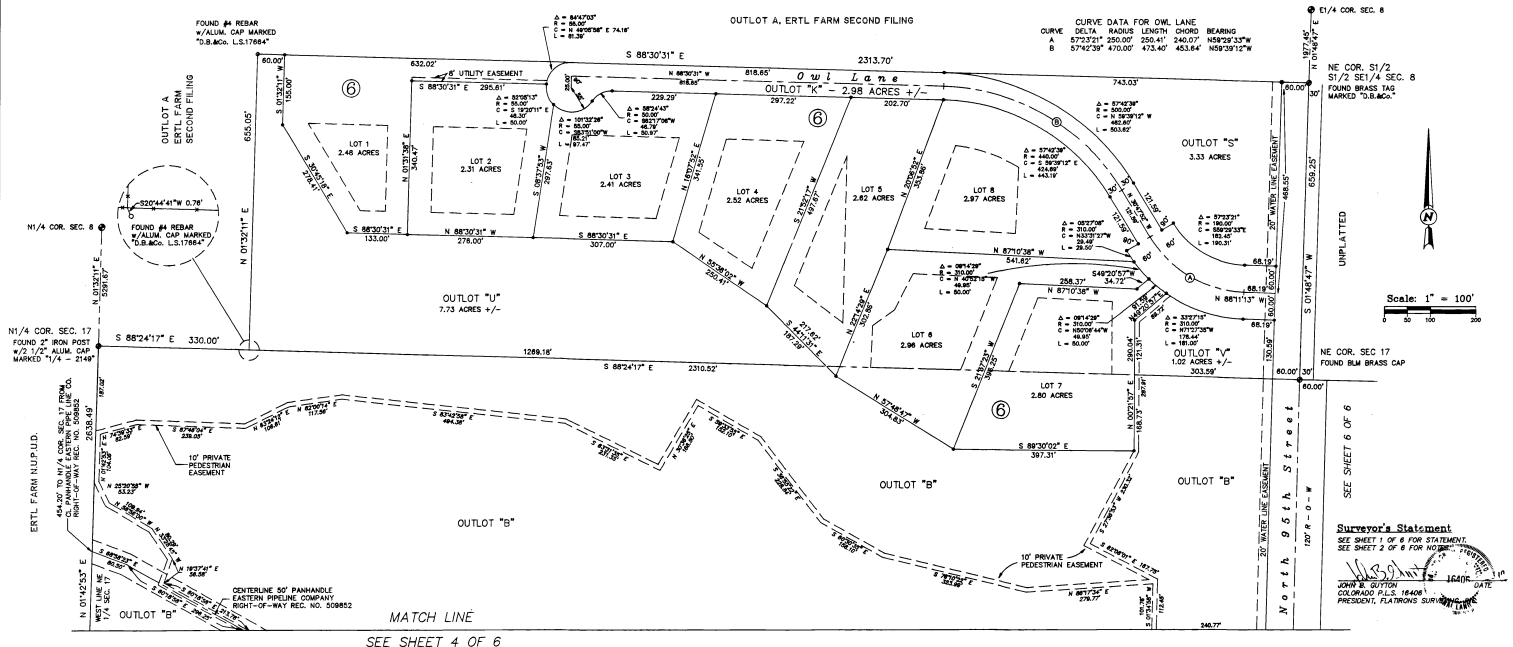
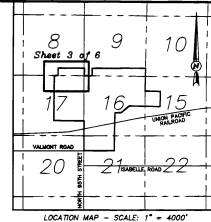
Flatirons Surveying, Inc.
5777 ARAPAHOE RD., BOULDER, CO 80503
(303) 443-7007

DRAWN BY: MAP & DWY DATE: NET 8/26/92 F.S. JOB NO.: MAP 286.287 89-14867

P-28 F-286 (2 of 6)

THE FARM IN BOULDER VALLEY N.U.P.U.D.

A SUBDIVISION OF A PART OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND
 RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND
 ALL OF REPLAT OF "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF
 A PART OF SECTIONS 9, 15, 16, 17 AND 21,
 TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 AREA = 961.776 ACRES, MORE OR LESS
 SHEET 3 OF 6



Surveyor's Statement
 I, the undersigned, being a duly licensed and sworn Surveyor in the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original survey plat on file in my office, and that the same was prepared by me or under my direct supervision and in accordance with the laws and regulations of the State of Colorado.
 _____ DATE
 JOHN R. GUSTAFSON
 COLORADO P.L.S. #64081
 PRESIDENT, PLATONERS SURVEYING, INC.

The Farm in Boulder Valley
 N.U.P.U.D.
 A SUBDIVISION OF A PART OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT OF "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17 AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.
Platoners Surveying, Inc.
 5717 ARAPAHO BLVD., BOULDER, CO 80303
 (303) 442-7001
 DRAWN BY: DATE REV. 8/25/92 F.S.S. JOB NO.:
 CAMP & PLY. MARK. 300.1991 89-14-0057

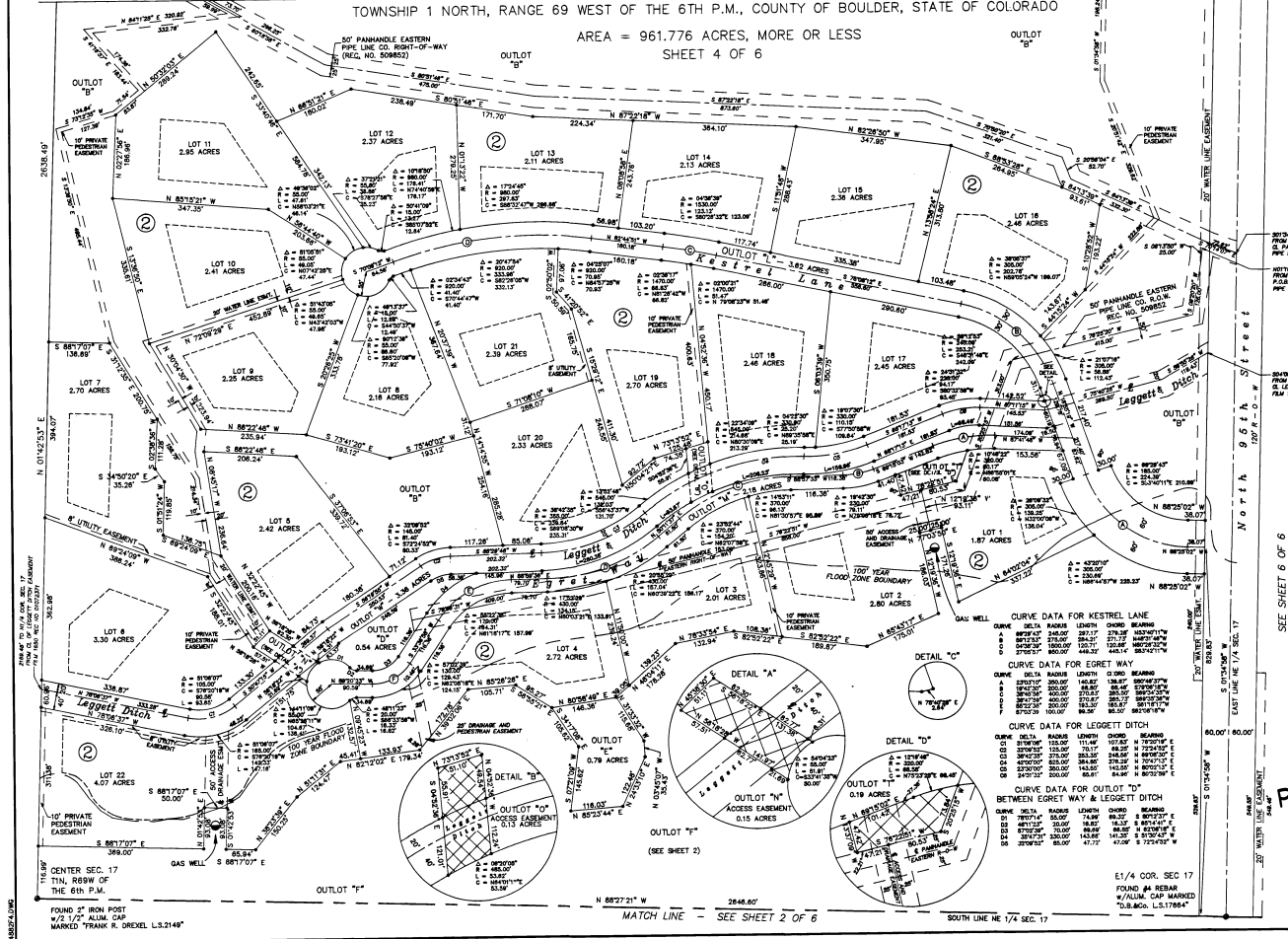
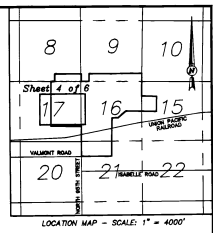
P-28 F-2 #7 (306)

THE FARM IN BOULDER VALLEY N.U.P.U.D.

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT OF "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17, AND 21,

TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

AREA = 961.776 ACRES, MORE OR LESS
SHEET 4 OF 6



CURVE DATA FOR KESTREL LANE

CHORD	ARC	ANGLE	BEARING
887.81'	149.00'	29.71°	S 88.71° W
887.81'	149.00'	29.71°	N 88.71° E
887.81'	149.00'	29.71°	S 88.71° E
887.81'	149.00'	29.71°	N 88.71° W

CURVE DATA FOR EGRET WAY

CHORD	ARC	ANGLE	BEARING
118.30'	19.20'	9.53°	S 118.30° W
118.30'	19.20'	9.53°	N 118.30° E
118.30'	19.20'	9.53°	S 118.30° E
118.30'	19.20'	9.53°	N 118.30° W

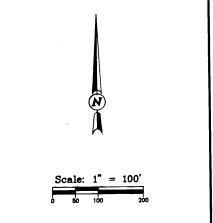
CURVE DATA FOR LEGGETT DITCH

CHORD	ARC	ANGLE	BEARING
15.18'	2.50'	9.53°	S 15.18° W
15.18'	2.50'	9.53°	N 15.18° E
15.18'	2.50'	9.53°	S 15.18° E
15.18'	2.50'	9.53°	N 15.18° W

CURVE DATA FOR OUTLOT "D"

CHORD	ARC	ANGLE	BEARING
118.30'	19.20'	9.53°	S 118.30° W
118.30'	19.20'	9.53°	N 118.30° E
118.30'	19.20'	9.53°	S 118.30° E
118.30'	19.20'	9.53°	N 118.30° W

SEE SHEET 1 OF 6 FOR CURVE DATA FOR LEGGETT DITCH
SEE SHEET 2 OF 6 FOR CURVE DATA FOR EGRET WAY



Surveyor's Certificate
I, ROBERT J. FLATIRON, Surveyor, do hereby certify that the above is a true and correct copy of the original plat filed in my office on this 15th day of August, 1988.
ROBERT J. FLATIRON, Surveyor

P-28 F-2 *S (496)

The Farm in Boulder Valley N.U.P.U.D.
A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT OF "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17, AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

Flatiron Surveying, Inc.
5717 ANAPAHUKE RD., BOULDER, CO 80533
(303) 443-7001

DRAWN BY: JWP & DWP DATE: 8/22/88 P.L. AND M.D. NO.: 88-14,862

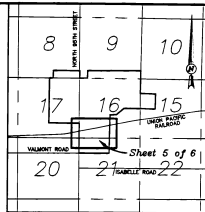
P-28 F-2 *S (4 of 6)

See Sheet 2 of 6

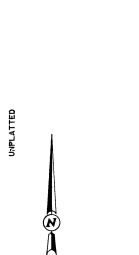
See Sheet 2 of 6

THE FARM IN BOULDER VALLEY N.U.P.U.D.

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17 AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO
 AREA = 961.776 ACRES, MORE OR LESS
 SHEET 5 OF 6



LOCATION MAP - SCALE: 1" = 4000'



Scale: 1" = 100'

Surveyor's Statement

SEE SHEET 1 OF 6 FOR STATEMENT.
 SEE SHEET 2 OF 6 FOR NOTES.
 JOHN B. GUSTON
 COLORADO P.L.S. 16486
 PRESIDENT, FLATIRON SURVEYING, INC.
 11/11/16

FOUND IN REAR (SEE SHEET 1)
 51/4 COR. SEC. 16
 REC. NO. 913300

17/8 R-O-W
 REC. NO. 913300

P-28F-29 (596)

The Farm in Boulder Valley N.U.P.U.D.

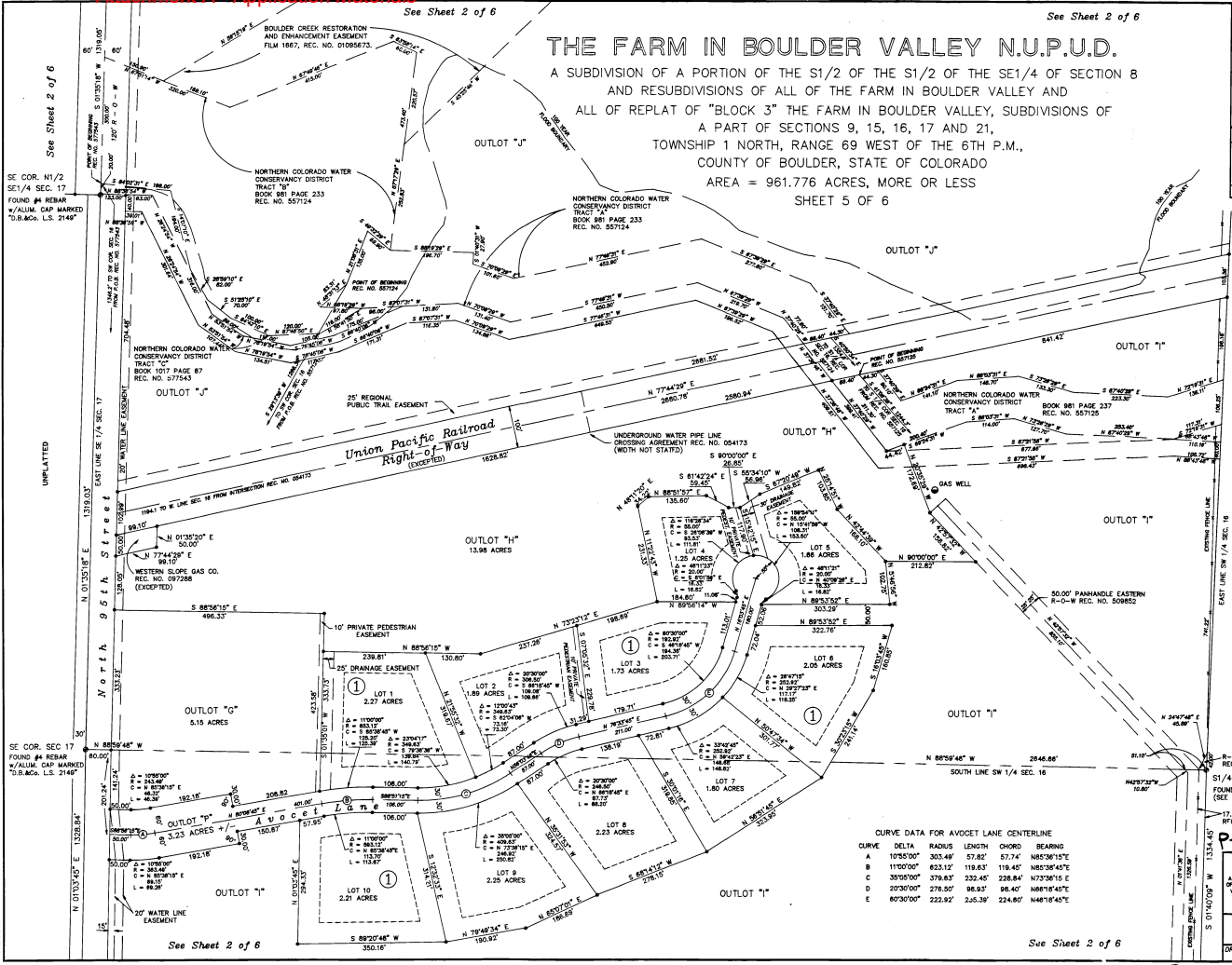
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Flatiron Surveying, Inc.
 5717 ARAPAHO RD., BOULDER, CO 80503
 (303) 443-1000

DRAWN BY: JWP & DWY DATE: REV. 4/10/16 F.S.L. JOB NO.: MAR. 30, 1991 89-14,887

CURVE DATA FOR AVOCET LANE CENTERLINE

CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
A	107°55'00"	303.49'	57.82'	57.74'	N85°36'15"E
B	117°37'00"	823.12'	119.63'	119.45'	N80°38'40"E
C	33°30'00"	279.83'	332.45'	228.84'	N07°26'16"E
D	207°30'00"	276.50'	96.93'	96.40'	N48°18'40"E
E	80°30'00"	222.82'	235.39'	234.80'	N48°18'40"E



See Sheet 2 of 6

See Sheet 2 of 6

P-28 F-29 (596)

THE FARM IN BOULDER VALLEY N.U.P.U.D.

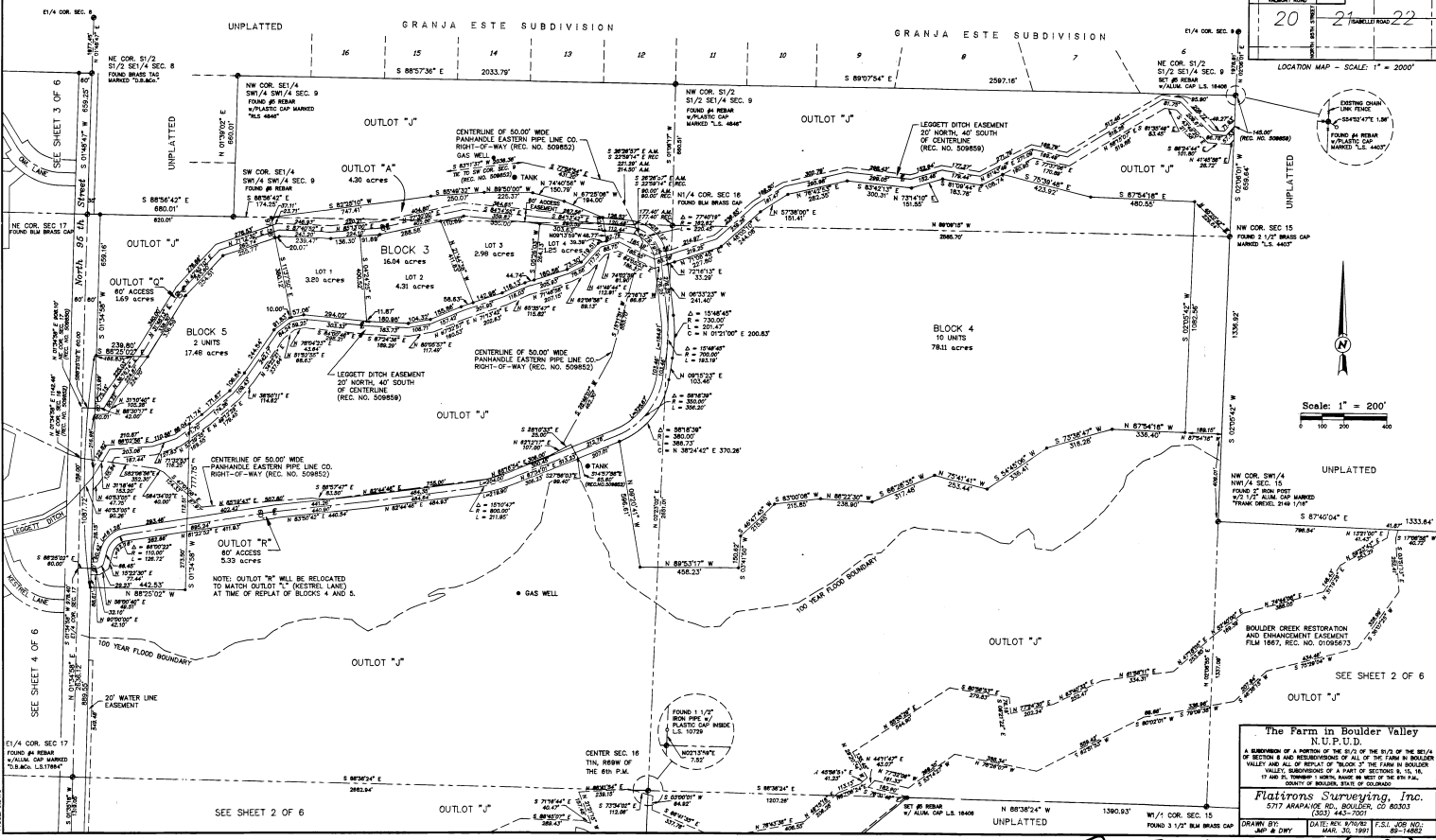
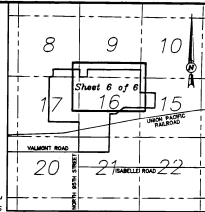
A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17, AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

AREA = 961.776 ACRES, MORE OR LESS

SHEET 6 OF 6

Surveyor's Statement

SEE SHEET 1 OF 6 FOR STATEMENT
SEE SHEET 2 OF 6 FOR NOTICES
JAMES W. EDWARDS
COLORADO P.L.S. 16406
PRESIDENT, FLATIRON SURVEYING, INC.



The Farm in Boulder Valley
N.U.P.U.D.

A SUBDIVISION OF A PORTION OF THE S1/2 OF THE S1/2 OF THE SE1/4 OF SECTION 8 AND RESUBDIVISIONS OF ALL OF THE FARM IN BOULDER VALLEY AND ALL OF REPLAT "BLOCK 3" THE FARM IN BOULDER VALLEY, SUBDIVISIONS OF A PART OF SECTIONS 9, 15, 16, 17 AND 21, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO

Flatirons Surveying, Inc.
5717 ARAPAHO RD., BOULDER, CO 80503
(303) 443-7001

DRAWN BY: JWP / M DWY DATE: REV. 8/2002 F.S.L. JOB NO.: 02-14802
MAR. 20, 1999

P-28 F-2 #10 (6 of 6)

When recorded return to:
Holland & Hart LLP
1800 Broadway, Suite 300
Boulder, CO 80302
Attn. J. Marcus Painter, Esq.

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This ACCESS EASEMENT AND MAINTENANCE AGREEMENT (the “**Agreement**”) is made and entered into this 24th day of August, 2022 (the “**Effective Date**”), by and between Craig and Nicole Harrison (“**Harrisons**”) whose address is 4380 N. 95th Street, Lafayette, CO 80026 and Real Investments, LLC, a Colorado limited liability company (“**RI**”) whose address is c/o David Nassar, 3000 Airport Drive, Unit 203, Erie, CO 80516. The Harrisons, and RI may be referred to herein individually as “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Harrisons are the owners of real property legally described as Lot 1, Lot 2 and Outlot A, Block 3, The Farm in Boulder Valley N.U.P.U.D., a Subdivision of a part of the S1/2 of the S1/2 of the SE1/4 of Section 8 and Re-Subdivisions of all of the Farm in Boulder Valley and all of Replat of Block 3 The Farm in Boulder Valley, Subdivisions of a Part of Section 9, 15, 16, 17 and 21, Township 1 North, Range 69 West of the 6th P.M., recorded October 12, 1992, as Reception No. 1228797, County of Boulder, State of Colorado (the “**Harrison Property**”).

B. RI is the owner of real property legally described as Lot 3 and Lot 4, Block 3, The Farm in Boulder Valley N.U.P.U.D., a Subdivision of a part of the S1/2 of the S1/2 of the SE1/4 of Section 8 and Re-Subdivisions of all of the Farm in Boulder Valley and all of Replat of Block 3 The Farm in Boulder Valley, Subdivisions of a Part of Section 9, 15, 16, 17 and 21, Township 1 North, Range 69 West of the 6th P.M., recorded October 12, 1992, as Reception No. 1228797, County of Boulder, State of Colorado (“**Lot 3**” and “**Lot 4**”, respectively and collectively the “**RI Property**”).

C. Outlot A is subject to that certain conservation easement dated October 12, 1992 and recorded in the Office of the Clerk and Recorder of Boulder County, Colorado (the “**Official Records**”) at Reception No. 01228802 (the “**Conservation Easement**”).

D. The Harrisons agree to grant to RI a perpetual, non-exclusive easement, for the purposes and on the terms and conditions set forth below through, on, over, across and under that portion of the Harrison Property more particularly described on **Exhibit A** attached hereto and made a part of this Agreement, (the “**Easement Area**”).

E. The Harrisons and RI agree to share the cost of the maintenance and repair of the Easement Area on the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.**

a. **Designated Users.** The “**Designated Users**” of an Owner shall mean any person or entity, including, without limitation, the tenants, agents, licensees, contractors and invitees of such Owner, entering upon the Easement Area with the express or implied permission of such Owner for the purposes for which the Easement Area is intended to be used hereunder.

b. **Harrison Property Owner.** “**Harrison Property Owner**” shall mean the owner, or if more than one, all owners collectively, of fee simple title to the Harrison Property and its or their respective heirs, personal representatives, successors and assigns.

c. **Lot 3 Easement Area.** The “**Lot 3 Easement Area**” shall mean the portion of the Easement Area not included in the Shared Easement Area, as more fully depicted on **Exhibit B**, attached hereto and incorporated herein, as the narrow westerly portion of the Easement Area west of the proposed gate noted on **Exhibit B**.

d. **Lot 3 Owner.** “**Lot 3 Owner**” shall mean the owner, or if more than one, all owners collectively, of fee simple title to Lot 3 and its or their respective heirs, personal representatives, successors and assigns.

e. **Lot 4 Owner.** “**Lot 4 Owner**” shall mean the owner, or if more than one, all owners collectively, of fee simple title to Lot 4 and its or their respective heirs, personal representatives, successors and assigns.

f. **Owners.** “**Owners**” shall mean, collectively, the persons or entities from time to time comprising each of the Harrison Property Owner, Lot 3 Owner, and Lot 4 Owner, and “**Owner**” shall mean, individually, any one of such persons or parties. Without limiting the generality of the foregoing, Owners includes, if either Lot 1 or Lot 2 of the Harrison Property is sold separately from the adjoining lot of the Harrison Property, all owners of the real property currently comprising the Harrison Property.

g. **Property.** “**Property**” shall mean collectively the Harrison Property and the RI Property.

h. **RI Property Owner.** “**RI Property Owner**” means collectively the Lot 3 Owner and the Lot 4 Owner.

i. **Shared Easement Area.** The “**Shared Easement Area**” shall mean that portion of the Easement Area depicted on **Exhibit A** for which the Owners will share the Maintenance and Repair Costs (defined below), (but excluding the Lot 3 Easement Area).

2. **Grant of Easement.** Subject to the terms, covenants, agreements, restrictions and conditions of this Agreement, Harrison Property Owner hereby grants to Lot 3 Owner and Lot 4

Owner and its successors and assigns a perpetual non-exclusive easement (the “**Easement**”) over, across, under and through the Easement Area for the purposes of vehicular and pedestrian access, ingress to and egress from Lot 3 and Lot 4 for use of Lots 3 and 4, respectively as a single family residence on each such Lot. The Easement (a) shall be for the benefit of the RI Property and the RI Property Owner, (b) may be used by the RI Property Owner and the Designated Users of the RI Property Owner, and (c) shall be appurtenant to, for the benefit of, and run with title to the RI Property. The Easement is non-exclusive and the Harrison Property Owner shall have the right to use the Easement Area for vehicular and pedestrian access and for all other purposes not inconsistent with the rights granted to the RI Property Owner hereunder and may make any improvements to the Easement Area not inconsistent with the rights granted to the RI Property Owner hereunder. In consideration of this Easement, RI Property Owner hereby abandons, relinquishes, and terminates its right to use any portion of the Harrison Property other than the Easement Area as specifically described herein. Without limiting the generality of the foregoing, RI specifically agrees that it has no right to use the entry points to Lot 3 located west of the Easement Area.

3. **Termination or Amendment of Easement.** The Easement may be terminated, and the terms, covenants, agreements, restrictions and conditions contained in this Agreement may be amended or modified, only by written instrument executed by the then current Harrison Property Owner and the then RI Property Owner.

4. **Use of Easement.** The Owners and each person or entity entitled to the use and benefit of the Easement, shall not unreasonably interfere with, unreasonably obstruct, or suffer or permit anyone claiming by, through or under such person or entity to unreasonably interfere with, or to unreasonably obstruct, the use and enjoyment of the Easement or Easement Area by any Owner or any of the Designated Users. The Easement shall only be used by a person or entity entitled to use the same for the purposes for which they are intended and designed and only to serve the RI Property for single family residential purposes (for up to one residence on Lot 3 and one residence on Lot 4, and associated residential purposes – the intent hereof being to limit the type and volume of use to the historical quantity and type of use associated with a single family residential use).

5. **Easement Area Improvements.** The Lot 3 Owner or the Lot 4 Owner shall have the right to construct an access gate in the approximate location identified on **Exhibit B** (the “**Gate**”). The design of the Gate is subject to approval by the other Owners, which shall not be unreasonably withheld, conditioned, or delayed. The Lot 3 Owner or the Lot 4 Owner, as applicable, will cause the Gate to be constructed in a good and workman like manner and in accordance with all applicable laws, ordinances, and regulations. The Gate is subject to and must comply with all terms and conditions of the Conservation Easement and the Lot 3 Owner or the Lot 4 Owner, as applicable, will secure all required approvals (if any) under the Conservation Easement prior to construction of the Gate. The Lot 3 Owner or the Lot 4 Owner may undertake other improvements to the Lot 3 Easement Area with the prior written consent of all other Owners, which shall not be unreasonably withheld, conditioned, or delayed. The Owner constructing the Gate will provide all other Owners with keys, remotes, or access codes for the Gate. If required by applicable law, the Owners will provide copies of keys, remotes, or access code to Boulder County or other emergency services as may be required, and no Owner shall object to the same. Further, any Owner constructing a gate shall provide such keys, remotes, or codes to the Owner of Outlot A as the owner of the servient estate of the non-exclusive easement granted hereunder.

6. **Maintenance and Repair of Shared Easement Area.** The Harrison Property Owner shall maintain, repair and replace the Shared Easement Area and the improvements thereon, in good and safe condition and repair including, without limitation, grading, cleaning and debris removal, snow removal, to the extent reasonably necessary for the safe passage of vehicles, and, if the roadway thereon is ever paved or otherwise surfaced, painting, patching, and resurfacing or replacement of the surface (collectively the “**Maintenance and Repair**”).

a. **Reimbursement for Maintenance and Repair Costs.** The obligation for all costs associated with the Maintenance and Repair (the “**Maintenance and Repair Costs**”) shall be shared equally among the Owners of Lots 1 and 2 (each being responsible for 50% of the Maintenance and Repair Costs). Amounts payable on account of Maintenance and Repair Costs shall be billed and collected as provided in Section 6(b) below.

b. **Billing and Collection.** Payment of Maintenance and Repair Costs or any other amounts which may be payable by an Owner (the “**Payor**”) to any other Owner (the “**Payee**”) under this Agreement shall be made within thirty (30) days after receipt of billing. If payment is not made within thirty (30) days after receipt of billing therefor: (i) the unpaid balance thereof shall bear interest from the date the payment was due until the date paid at rate of eighteen percent (18%) per annum; (ii) the Payee shall have a lien, and be entitled to file a statement of lien in the same manner as for the filing of mechanics liens in the State of Colorado, against the Property owned by the Payor for the full amount then or thereafter owing on account of the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable legal fees, which lien may be foreclosed in the manner for the foreclosure of mechanics liens in the State of Colorado (with the exception that such lien shall not expire for a period of fifteen years and thereafter may be renewed by the Payee for successive ten year periods, and/or (iii) the Payee shall be entitled to bring suit for and to collect the amount owing and interest accrued thereon, together with all costs and expenses of collection, including, without limitation, reasonable legal fees.

c. **Repairs Necessitated by Construction or Negligence.** Notwithstanding any other provisions of this Agreement, if any repairs to the Easement Area or the improvements located thereon are necessitated by either (i) construction activities undertaken by such Owner for the benefit of its Property or (ii) the negligence or other act or omission of an Owner or of any Designated User of an Owner (either, a “**Responsible Owner**”), then such repair shall be undertaken by the Responsible Owner, at its sole cost and expense, within a reasonable period of time after the act or omission which necessitated the repairs. If at any time the Responsible Owner shall fail to perform such repair and such failure shall continue for thirty (30) days after another Owner (the “**Notice Party**”) has given the Responsible Owner written notice of such failure, then the Notice Party shall have the right, but not the obligation, to cause such repair to be performed as required herein and the costs incurred by the Notice Party in so doing, together with interest thereon from the date due until paid at the Interest Rate, shall be paid by the Responsible Owner to the Notice Party, as the case may be, upon written demand by the Notice Party, as the case may be, and shall be collectible in the manner provided in Section 6(b) above.

d. **No Mechanics’ Liens.** Except as provided for remedies between Owners as set forth in Section 6(b) above, nothing contained herein shall authorize an Owner, or any person or entity acting through, with, or on behalf of such Owner, to subject any other Owner’s property, or any portion thereof, to mechanics’ liens. If any such mechanics’ lien shall be filed against an

Owner's respective property, and the other Owner (the "Lienor") is charged with causing such mechanics' lien, such Lienor shall, at its expense, cause the mechanics' lien to be discharged by obtaining a release thereof or bonding over such mechanics' lien or otherwise. If such mechanics' lien is not discharged within thirty (30) days after Lienor's receipt of written notice of the mechanics' lien from the Owner whose property is subject to the mechanics' lien, such Owner at its option, and at the reasonable expense of the Lienor, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which such Owner deems reasonably necessary to defend it and its property from and against such mechanics' lien, and the costs incurred by such Owner in so doing, together with interest thereon from the date due until paid at a rate of eighteen percent (18%) per annum, shall be paid by the Lienor to such Owner upon written demand by such Owner and shall be collectible in the manner provided in Section 6(b) above.

7. **Indemnity and Insurance.**

a. **Indemnity.** Each Owner ("Indemnitor") shall indemnify, defend and hold harmless the other Owners ("Indemnitees") from all claims, costs, expenses (including reasonable legal fees and expenses), losses, damages, injuries and liabilities (collectively "Claims") arising out of, or in connection with, the use of the Easement Area by the Indemnitor and the Indemnitor's Designated Users which results in the death of or any accident, occurrence, injury, loss or damage whatsoever to any person or the property of any person or entity as shall occur on the Easement Area, or to the extent such death, accident, occurrence, injury, loss or damage is caused solely by the acts of neglect of Indemnitor or its Designated Users on the Easement Area from and after the execution hereof, except to the extent such Claims arise from any negligent act or omission of Indemnitee or its Designated Users.

b. **Insurance.** At all times after the execution of this Agreement, each Owner shall carry and maintain, at its expense, general liability insurance covering its obligations under Section 8(a) above and with such limits and such other terms as are reasonable. The Parties shall seek to obtain confirmation of waiver of subrogation from their respective insurers, and to the extent of reciprocal waiver of subrogation, each Owner hereby releases the other Owners from any and all Claims such Owner has against the other to the extent such Claims are covered by available insurance maintained by such Owner. Each Owner shall assure that such Owner's general liability insurance provides coverage for the foreseeable use of the Easement Area by such Owner or the Owner's Designated Users.

8. **Estoppel Certificates.** Each Owner shall, upon the reasonable written request of any other Owner furnish to the requesting Owner a certificate regarding whether, to such certifying Owner's knowledge, any violation of the terms, covenants, agreements, restrictions and conditions contained herein exists. Any person, without actual notice to the contrary, shall be entitled to rely on said certificate with respect to all matters set forth therein.

9. **Authority.** Each Party warrants that it has full right and authority to enter into this Agreement and to perform its obligations under this Agreement.

10. **Modification.** This Agreement may be modified only by a writing specifically identifying this Agreement and executed by all Parties in the same manner as this Agreement.

11. **Runs with the Land.** The rights, benefits and burdens of this Agreement shall not be personal in nature but shall inure to and be binding upon the Owners, and shall be appurtenant to and shall run with the respective title to the Harrison Property and the RI Property.

12. **Notices.** All notices required or permitted under the terms of this Agreement shall be in writing and shall be deemed given when a copy thereof, addressed as provided herein, is actually delivered, either personally, by courier, or by certified mail, return receipt requested, to the Harrisons or RI at the address stated for it in the first paragraph of this Agreement, and to the successors and assigns of the Harrisons and RI, as the owners of any of the Harrison Property or the RI Property, at the address for such successor shown on the recorded conveyance to such successor or assign, or at such other address of which the parties or such successor or assign may notify the other Owners in writing.

13. **Release on Transfer.** Any person or entity holding or acquiring an interest in the Property shall be liable for any default or failure to comply herewith which arises or accrues during the period of time in which such person or entity holds an interest in, the Property, but such person or entity shall not be liable for any default or failure to comply herewith which arises or accrues after such person or entity shall have conveyed or otherwise transferred its entire interest in such Property.

14. **Legal Fees and Court Costs.** In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to the Easement, this Agreement, or the breach hereof, or the interpretation hereof, the substantially prevailing party, whether by judgment or out-of-court settlement, shall be awarded from the substantially losing party, reasonable expenses, legal fees and costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado. Subject matter and *in personam* jurisdiction for any disputes arising hereunder shall be exclusive in the District Court of Boulder County, Colorado.

16. **Counterparts.** This Agreement may be executed in counterparts. When the signatures of the Harrisons or RI are affixed to a single copy of this Agreement that single copy shall become the original executed Agreement and shall be enforceable against the Parties.

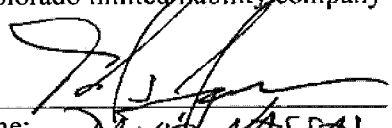
17. **Headings for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

18. **Recitals and Exhibits Incorporated.** The recitals and all exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date.

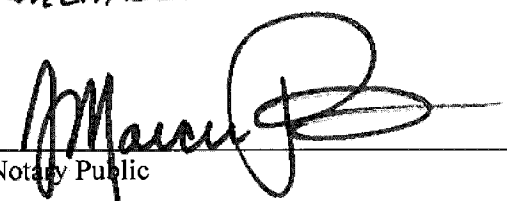
RI:
Real Investments, LLC,
a Colorado limited liability company

By: 
Name: DAVID NASSAR
Title: MANAGING MEMBER

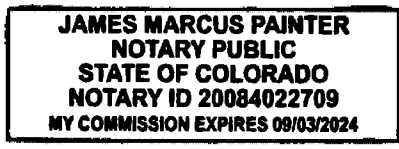
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing Agreement was acknowledged before me this 24th day of August 2022,
by DAVID NASSAR as MANAGING MEMBER of Real Investments, LLC, a Colorado limited liability company.

Witness my hand and official seal.



Notary Public

My commission expires _____




[Signature Page Follows]

HARRISONS:



Craig Harrison



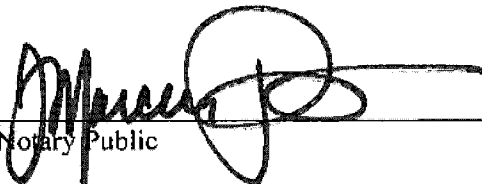
Nicole Harrison

STATE OF COLORADO)

COUNTY OF BOULDER) ss.

The foregoing Agreement was acknowledged before me this 24th day of August 2022,
by Craig Harrison and Nicole Harrison.

Witness my hand and official seal.



Notary Public

My commission expires _____

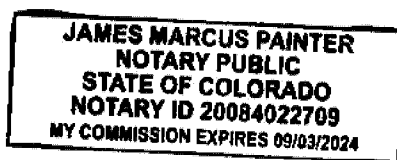


EXHIBIT A
EASEMENT AREA

See attached.

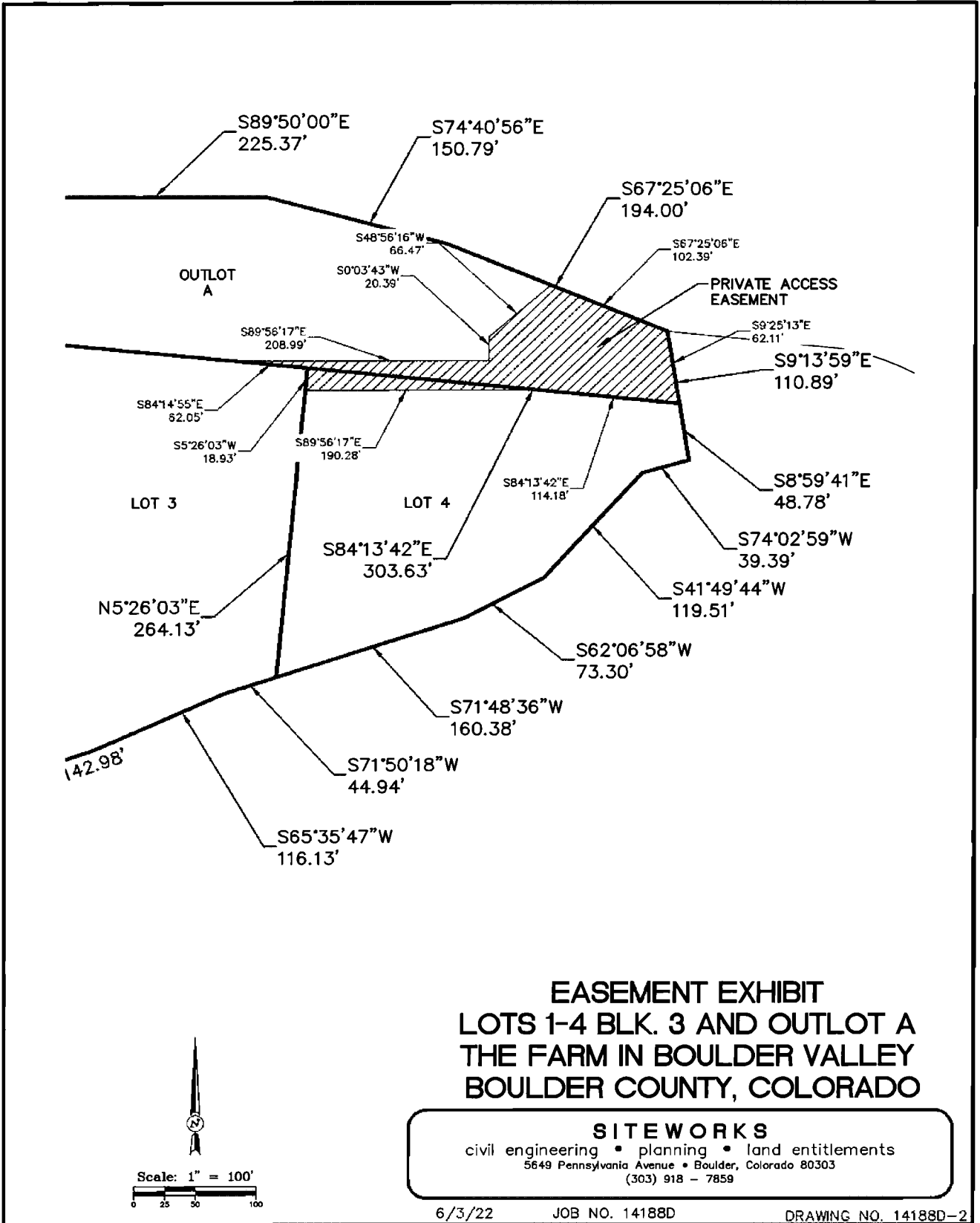


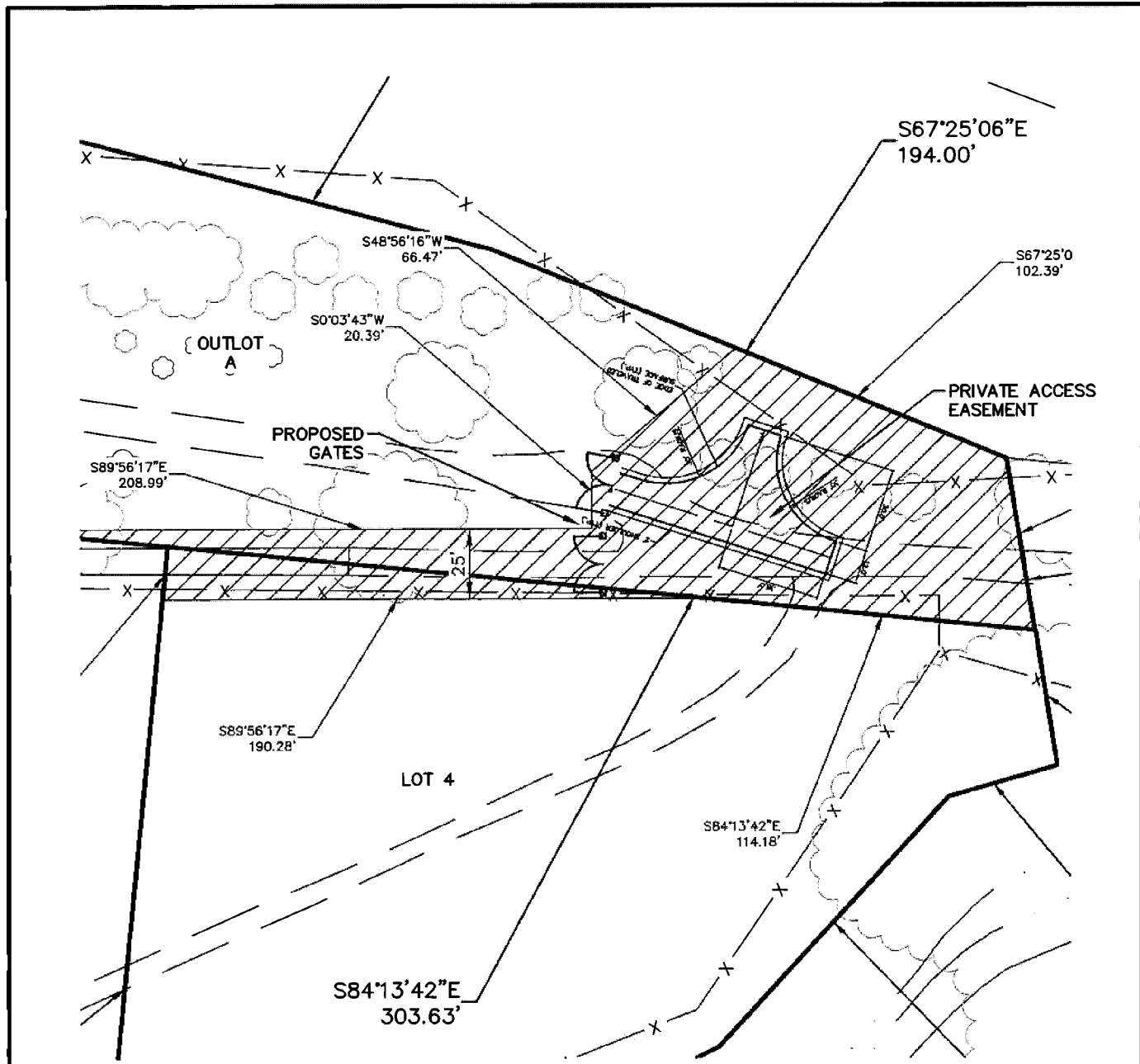
EXHIBIT B

DEPICTION OF LOT 3 EASEMENT AREA

See attached.

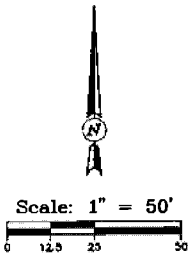
18343296_v7

B-1



**EASEMENT EXHIBIT
 LOTS 1-4 BLK. 3 AND OUTLOT A
 THE FARM IN BOULDER VALLEY
 BOULDER COUNTY, COLORADO**

SITWORKS
 civil engineering • planning • land entitlements
 5649 Pennsylvania Avenue • Boulder, Colorado 80303
 (303) 918 - 7859





Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

TO: Pete L'Orange, Community Planning & Permitting Department
FROM: Ron West, Natural Resource Planner
DATE: June 21, 2023
SUBJECT: Docket V-23-0001, Boulder County Public Works

Staff has reviewed the submitted materials, and has no natural resource concerns with the proposed vacation.



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302

Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 •

Tel: 303-441-3930 • www.BoulderCounty.gov

June 21, 2023

TO: Pete L'Orange, Planner II; Community Planning & Permitting, Development Review Team - Zoning

FROM: Anita Riley, Principal Planner; Community Planning & Permitting, Development Review Team – Access & Engineering

SUBJECT: Docket # V-23-0001: Boulder County Public Works Easement Vacation – 0 N 95th Street

The Development Review Team – Access & Engineering has reviewed the materials for the above referenced docket and finds that, as presented, the proposal meets the requirements of the Boulder County Multimodal Transportation Standards.

This concludes our comments at this time.



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

June 6, 2023

Delivery by e-mail

Pete L'Orange, Planner II
Boulder County Community Planning & Permitting Department
2045 13th St., Boulder CO 80302
plorange@bouldercounty.org

RE: V-23-0001 on Outlot A of Block 3, The Farm in Boulder Valley N.U.P.U.D

Dear Pete,

I reviewed the referral packet for V-23-0001. Outlot A of Block 3, The Farm in Boulder Valley N.U.P.U.D is encumbered by a conservation easement that was recorded in the Real Estate records of Boulder County on October 12, 1992 at Reception Number 1228802.

The vacation of the platted access easement on Outlot A does not conflict with, nor will it materially affect, the terms of the conservation easement.

The Conservation Easement Program at Boulder County Parks & Open Space does not have any conflicts with this docket because as proposed this project is consistent with the terms of the conservation easement.

Sincerely,

A handwritten signature in cursive script that reads "Liz Northrup".

Liz Northrup
Conservation Easement Program Supervisor
303-678-6253
enorthrup@bouldercounty.org



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
303-441-3930 • www.BoulderCounty.gov

MEMO TO: Referral Agencies, FPD and Adjacent Property Owners
FROM: Pete L'Orange, Planner II
DATE: June 2, 2023
RE: Docket V-23-0001

Docket V-23-0001: BOULDER COUNTY PUBLIC WORKS Easement Vacation

Request: Request for Vacation of a 60-foot Access Easement through Outlot A of Block 3 of The Farm in Boulder Valley NUPUD.
Location: 0 N 95th Street (Parcel #146516003004), Outlot A of Block 3 of the Farm in Boulder Valley NUPUD, located approximately .35 miles east of the intersection of Kestrel Lane and 95th street, Sections 9 and 16, Township 1N, Range 69W.
Zoning: Agricultural (A) Zoning District
Applicant: Boulder County Public Works c/o Mike Thomas
Owners: Craig and Nicole Harrison

A Vacation (V) may be requested in order for public rights of way to be conveyed to adjacent property owners. The Vacation process includes a public hearing before the Planning Commission and Board of County Commissioners. All adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department via mail (PO Box 471, Boulder, CO 80306) or email to planner@bouldercounty.org. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-3930 or email planner@bouldercounty.org to request more information. If you have any questions regarding this application, please contact me at 303-441-1418 or email plorange@bouldercounty.org to request more information.

Please return responses to the above address by **June 20, 2023**.

X We have reviewed the proposal and have no conflicts.
 Letter is enclosed.

Signed Ron Flax PRINTED Name Ron Flax, CBO
Agency or Address _____
Date _____



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

June 12, 2023

Boulder County Community Planning and Permitting
PO Box 471
Boulder, CO 80306

Attn: Pete L'Orange

Re: Boulder County Public Works Easement Vacation, Case # V-23-0001

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plan documentation **Boulder County Public Works Easement Vacation**. Please be aware PSCo owns and operates existing underground electric distribution facilities across the vacation area as well as the open space parcel to the west which are pending PSCo easements. *The easement vacation cannot be finalized until pending easements are signed and recorded.*

The Customer/Applicant must continue working with Bill Schulz (Right of Way Agent at william.a.schulz@xcelenergy.com) on these easement matters.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com



Community Planning & Permitting

Courthouse Annex • 2045 13th Street • Boulder, Colorado 80302
 Mailing Address: P.O. Box 471 • Boulder, Colorado 80306
 303-441-3930 • www.BoulderCounty.gov

MEMO TO: Referral Agencies, FPD and Adjacent Property Owners
 FROM: Pete L'Orange, Planner II
 DATE: June 2, 2023
 RE: Docket V-23-0001

Docket V-23-0001: BOULDER COUNTY PUBLIC WORKS Easement Vacation

Request: Request for Vacation of a 60-foot Access Easement through Outlot A of Block 3 of The Farm in Boulder Valley NUPUD.
 Location: 0 N 95th Street (Parcel #146516003004), Outlot A of Block 3 of the Farm in Boulder Valley NUPUD, located approximately .35 miles east of the intersection of Kestrel Lane and 95th street, Sections 9 and 16, Township 1N, Range 69W.
 Zoning: Agricultural (A) Zoning District
 Applicant: Boulder County Public Works c/o Mike Thomas
 Owners: Craig and Nicole Harrison

A Vacation (V) may be requested in order for public rights of way to be conveyed to adjacent property owners. The Vacation process includes a public hearing before the Planning Commission and Board of County Commissioners. All adjacent property owners and holders of liens, mortgages, easements or other rights in the subject property are notified of these hearings.

The Community Planning & Permitting staff, Planning Commission, and County Commissioners value comments from individuals and referral agencies. Please check the appropriate response below or send a letter to the Community Planning & Permitting Department via mail (PO Box 471, Boulder, CO 80306) or email to planner@bouldercounty.org. All comments will be made part of the public record and given to the applicant. Only a portion of the submitted documents may have been enclosed; you are welcome to call the Community Planning & Permitting Department at 303-441-3930 or email planner@bouldercounty.org to request more information. If you have any questions regarding this application, please contact me at 303-441-1418 or email plorange@bouldercounty.org to request more information.

Please return responses to the above address by **June 20, 2023**.

We have reviewed the proposal and have no conflicts.
 Letter is enclosed.

Signed  PRINTED Name Chris Mestas, Fire Marshal
 Agency or Address Louisville Fire Protection District
 Date June 15, 2023

RESOLUTION 2021-23

A resolution conditionally approving Boulder County Community Planning & Permitting Docket V-20-0006/EP-20-0006: Harrison Vacation and Exemption Plat

Recitals

A. Craig and Nicole Harrison (the “Applicants”) applied to Boulder County under Article 10-100 of the Boulder County Land Use Code (the “Code”) to vacate a platted access easement on Outlot A of Block 3, The Farm in Boulder Valley NUPUD providing access to Lots 1, 2, 3, and 4 of Block 3, The Farm in Boulder Valley NUPUD. The Applicants also applied for an associated Exemption Plat under Article 9 of the Code to plat a new access easement to provide access across Outlot A to Lots 2, 3, and 4 of Block 3, The Farm in Boulder Valley NUPUD with no significant change in the historical use of Lots 1, 2, 3, 4, and Outlot A.

B. The subject property is located at 0 N 95th Street, Boulder County Assessor’s Parcel No. 146516003004, approximately 0.35 miles east of the intersection of N 95th Street and Kestrel Lane, in Section 16, Township 1 North, Range 69 West, in an Agricultural zoning district of unincorporated Boulder County.

C. Outlot A of Block 3, The Farm in Boulder Valley was platted by SD-80-0014 in 1982, with the Final Plat of the NUPUD occurring in 1992 through SD-89-0024. The Final Plat was recorded at Reception No. 1228797 and included the platted 60-foot access easement the Applicants proposed to vacate.

D. Outlot A is also encumbered by a Boulder County conservation easement recorded at Reception No. 1228802. The Applicants own Outlot A along with Lots 1 and 2 of Block 3, and their residence is located on Lot 2. Lots 3 and 4 of Block 3 are owned by James and Pamela Williams, and their residence is located on Lot 3. Currently, the eastern portion of Outlot A is comprised of mature trees lining an existing improved access drive used to provide access to Lots 2, 3, and 4 of Block 3. The western portion of Outlot A is undeveloped. Outlots in platted subdivisions are typically created as open space or undeveloped space, and Outlot A has historically been used this way. The Boulder County conservation easement limits development on Outlot A to only non-residential structures.

E. The 60-foot access easement on Outlot A is platted across the entirety of Outlot A. The access easement was originally platted to connect Outlot Q through Outlot A to Outlot R. The final plat approved 56 units and 2 tenant units for the Boulder Valley Farm, with Block 3 being comprised of 4 units, Block 5 being comprised of 2 units, and Block 4 being comprised of 10 units. The platted 60-foot access easement, along with the platting of Outlots Q and R, was intended to provide room for an access road capable of supporting the full build out of Blocks 3, 4, and 5 of the platted NUPUD. Those units have not been developed, nor are planned to be developed, with the City of Boulder now owning most of the land in the area as open space that is restricted from development.

F. The proposed Vacation would narrow and shorten the access easement to better reflect the actual development within the subdivision, which is substantially reduced from what was proposed at the time the plat was approved.

G. The existing 60-foot access easement across Outlot A only allows for access by the public to travel through the lands encumbered by the easement. It is not an “access and utility easement” and does not grant anyone the right to place utilities within the area encumbered by the access easement. For utility providers to provide service to Lots 1, 2, 3, and 4, the utility provider must work with the various landowners across whose property its facilities cross to obtain the necessary permissions to place and maintain its facilities. In short, as the holder of an access easement, the County does not have the power to grant a utility provider the right to place its utilities on Outlot A; only the owner of Outlot A has that power.

H. Vacating the easement will not affect access to Lots 2, 3, and 4. Currently, access to these lots is provided by a separate access drive that is located on Outlot R and that connects to the east side of Outlot A.

I. The Applicants proposed to vacate a portion of the 60-foot access easement on Outlot A and to plat a new access easement on Outlot A located on the area of the existing improved access drive and driveway cuts connecting Lots 2, 3, and 4 to the access drive, encompassing the entirety of the existing access road on Outlot A. The new access easement will be 20 feet wide in the area of the existing access drive and will be sized to fit the existing driveway connections from Lots 3 and 4 to the existing access drive.

J. The western-most driveway on Lot 3 was permitted by TAP-5122 to be a 30-foot wide driveway connecting to the existing access drive. The proposed access easement is shown in the application materials as being 25 feet wide in this area. Staff recommends that an updated plat be provided showing the access easement being correctly sized in this area to accommodate the existing driveway.

K. Staff supports the request to vacate the existing access easement since it would not preclude any parcels from having legal access, it removes undeveloped and unused land not planned to be used for access improvements from being subject to an access easement, and does not otherwise conflict with the Code or Boulder County Comprehensive Plan. Staff supports the request to plat a new access easement since the new access easement facilitates the continued use of the existing access drive.

L. The Boulder County Planning Commission (the “Planning Commission”) considered the vacation application at an online public hearing on November 18, 2020. With a 4:1 vote, the Planning Commission recommended approval subject to the conditions of approval

recommended by staff, and certified the docket for action to the Board of County Commissioners (the “Board”).

M. The above-described request was processed and reviewed as Boulder County Community Planning & Permitting Docket V-20-0006/EP-20-0006 (the “Docket”), as further described in the memorandum and written recommendation to the Board by Boulder County Community Planning & Permitting Department planning staff dated January 28, 2021, together with its attachments (the “Staff Recommendation”). The Staff Recommendation found that the Docket could meet the criteria for approval, and therefore, recommended that the Board conditionally approve the Docket.

N. At an online public hearing on the Docket held January 28, 2021 (the “Public Hearing”), as further reflected in the official record of the Public Hearing, the Board considered the Staff Recommendation as well as the documents and testimony presented by Community Planning & Permitting Department planning staff and the Applicants. The Board also heard testimony from Jordan Bunch and Mark Painter, both on behalf of the Applicants. Six members of the public spoke at the Public Hearing.

O. Based on the Public Hearing, the Board finds that the Docket meets the criteria for the vacation of public roads, alleys, and easements under Article 10-100 of the Code.

P. The Board further finds that the Docket meets the applicable criteria for an Exemption Plat under Article 9-400 of the Code, subject to the conditions stated below.

Q. Therefore, the Docket can be approved subject to the conditions stated below.

Therefore, the Board resolves:

Docket V-20-0006/EP-20-0006 is approved on the basis and terms set forth in this Resolution, above, and subject to the following conditions:

1. The platted easement shown in the application materials is vacated.
2. The Applicants shall meet all the post-approval requirements within one year after the date of the Board’s Resolution approving this vacation. This Resolution and associated documents shall be recorded with the County Clerk and Recorder’s Office within this one-year time frame. This Vacation and Exemption Plat approval shall not be considered final or effective until this recordation. Finally, this Vacation and Exemption Plat approval shall expire if recordation does not occur within the required one-year time frame (unless an extension is granted).

3. The Applicants shall provide an updated Plat to staff for review showing the access easement being 30 feet wide to accommodate the existing driveway on the western-most portion of Lot 3, as described in Figure 7 of the Staff Recommendation.

4. The access easement shown on the updated Plat and described in Figure 7 of the Staff Recommendation shall be widened to accommodate a potential emergency turnaround facility. Specifically, L15 shall be extended north along the western portion of the access easement described in Figure 7, C6 shall be moved to the east, C7 shall be moved to the west, and L12 shall be extended to reconnect C6 and C7. The respective updates to the locations of L15, C6, C7, and L12 shall ensure that the easement is wide enough to accommodate the relevant standards in the Multimodal Transportation Standards for emergency turnarounds.

5. The Applicants shall be subject to the terms, conditions and commitments of record and in the file for Docket V-20-0006/EP-20-0006: Harrison Vacation and Exemption Plat.

A motion to approve the Docket was made by Commissioner Marta Loachamin, seconded by Commissioner Claire Levy, and passed by a 3-0 vote.

ADOPTED as a final decision of the Board on this 16th day of March 2021.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**

Matt Jones

Matt Jones, Chair

(Excused on 03/16/21)

Marta Loachamin, Vice Chair

Claire Levy

Claire Levy, Commissioner

ATTEST:

Cecilia Lacey

Clerk to the Board