



PARKS AND RECREATION DEPARTMENT
Civic Center • 500 East Third Street, Suite 200 • Loveland, Colorado 80537
(970) 962-2727 • FAX (970) 962-2903 • TDD (970) 962-2620
www.cityofloveland.org

LOVELAND OPEN LANDS ADVISORY COMMISSION – REGULAR MEETING AGENDA

April 10, 2019 – 5:30 PM

Parks & Recreation Conference Room, 500 E. Third St., Loveland, CO 80537

www.CityofLoveland.org/OpenLands

Notice of Meeting Posted

Call to Order

Public Comment

Approval of Meeting Minutes: February 13, 2019 (*March 13, 2019 meeting cancelled due to weather*)

City Council Liaison Report

[Larimer County Open Lands Advisory Board Report](#)

5:45-7:30 pm – Discussion/Action Items:

1. Connect Loveland – Transportation Plan Updates (Bicycle & Pedestrian Plan 2012, Bicycle & Pedestrian Plan 2012, Transit Master Plan 2009)
2. City Manager Steve Adams, Boards & Commissions Survey Results
3. Skyline Natural Area Concept Plan
4. Long View Farm Covenants, Conditions and Restrictions (CCRs) Amendment and Policy Update
5. Intergovernmental Agreement with Larimer County Weed District for Vegetation Management Services
6. GOCO Habitat Restoration Grant at Medina's Crossing

7:30-8:00 pm – Reports/Correspondence:

7. Property Acquisition Updates
8. Open Lands Project Report
9. Trail Updates

Executive Session (if necessary)

(24-6-402(4)(a) C.R.S.) For information or discussion of the purchase or acquisition of real property

Events/Reminders/News:

April 6 – [Guided Bird Walk](#) at Morey Wildlife Reserve, 8:00-9:30 am

April 6-7 – [Trail Crew Leadership Training](#) with CATS and NOCO Trailbuilders Coalition at Chilson, 8am-4pm

April 7 – [Astronomy Night with NOCO Astronomical Society](#) at Ward Trust, 8:00-10:00 pm

April 16 (ongoing) – [Native Plant Watering Volunteer Opportunities](#) at River's Edge, flexible times

April 18 – PEEPs Programs “[Of Trees and Stars](#)” at River's Edge Natural Area, 9:30 and 11:00 am

April 19 – [Sketch Hike Nature Journaling](#) at Old St Louis Natural Area, 9:00-11:00 am

April 20 – [Volunteer Trailbuilding and Cleanup Day](#) at Willow Bend Natural Area, 9:00 am-12:00 pm

April 27 – [Fishing Loveland Open Lands Event](#) at River's Edge Natural Area, 9:00-11:00 am

Commission Member Discussion Topics

Adjournment

Next Regular Meeting: May 8, 2019

The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at [TitleSix@cityofloveland.org](mailto>TitleSix@cityofloveland.org) or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator ADACoordinator@cityofloveland.org or 970-962-3319.

La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al [TitleSix@cityofloveland.org](mailto>TitleSix@cityofloveland.org) o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en ADACoordinator@cityofloveland.org o al 970-962-3319.



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CITY OF LOVELAND OPEN LANDS ADVISORY COMMISSION

Regular Meeting Minutes – February 13, 2019

Parks & Recreation Conference Room, 500 E. 3rd St., Loveland, CO 80537

Commissioners Present: Gale Bernhardt, Rick Brent, Mike Hinterberg, Scott James, Ross Livingston, Darren Pape, Jim Roode, Jean Whittaker, Bill Zawacki, Cindy Ticer (alternate), Don Overcash (City Council Liaison).

Commissioners Absent: None.

Staff Present: Brian Hayes, Marilyn Hilgenberg, Debbie Eley.

Guests: Dan Racz; Jim and Cheryl Siegrist; Nan Daniels and Curt Cole, Colorado Native Plant Society; Diane Kristoff, Vice President of Foothills Audubon.

The public meeting was called to order at 5:30 pm.

Approval of January 9, 2019 Meeting Minutes. Jean Whittaker made a motion to approve the minutes as written. Mike Hinterberg seconded the motion and the minutes were approved unanimously.

Public Comment. Diane Kristoff commented that at its January meeting, all members of Foothills Audubon voted in favor of Open Lands activities. Some concerns that have been voiced include: 1) interruption of nesting raptor activity with the placement of cones in nests during construction projects; 2) trails and public access near nesting raptor sites; 3) protection of sensitive resources.

City Council Liaison Report: City Manager Steve Adams will attend an upcoming meeting to discuss the role of boards and commissions, attendance, and results from the commission member survey.

OLAB Liaison Report: Marilyn Hilgenberg reported that: 1) a new policy prohibiting e-bikes on county-managed soft-surface trails is still being discussed; 2) the county's funding shortfall for Devil's Backbone maintenance still needs to be identified and options explored for partnership possibilities.

Discussion/Action:

1. 2019 Open Lands Advisory Commission Goals. The commission discussed possible goals to provide a framework for 2019 for the commission's priorities. Identified goals included:

1. Development of additional policies to guide operations and management practices.
2. Development of management plan for Skyline Natural Area and make significant progress on the completion of the Big Thompson River Corridor Management and Stewardship Plans.
3. Evaluate and prioritize potential open land acquisitions.
4. Participate in public outreach opportunities for support on the viability of a Sales Tax Initiative that could help fund pedestrian underpasses throughout town on the recreation trail.
5. Conserve priority Open Lands to provide connectivity to existing open lands, address fragmentation of wildlife habitat, and balance resource protection and public access on city open lands.
6. Maximize and measure public benefit from the open space sales tax, capital expansion fees and general funds, as well as grant and partnership funding sources. Measure by providing details on the

percentage of funding from each source for each project.

7. Continue to increase public outreach to learn about citizens' thoughts and interests, offer environmental education programming, and provide meaningful volunteer opportunities.
8.
 - a. Active participation in City of Loveland's update of the Transportation Plan including the Bike and Pedestrian Plan.
 - b. Close existing trail gaps and continue to expand the trail network to meet citizens' desires to provide connectivity throughout the community.

2. Re-Authorization of Land and Water Conservation Fund. A critical package of public lands legislation that includes a permanent reauthorization of the Land and Water Conservation Fund (LWCF) was recently approved by the US Senate, after being in limbo since September when funding for the program ended. The bill will move to the US House next. LWCF provides one of America's most important conservation programs for the protection of parks, forests, watersheds and open spaces. Loveland has benefitted through the years from this funding including projects at North Lake Park, the Recreation Trail and more than \$260,000 in funding for Prairie Ridge Natural Area improvements.

3. Open Lands and Trails Policies. The Parks & Recreation Department is going through a national certification process (CAPRA) which includes review of existing department policies. Certain department rules and regulations, such as park hours, are determined and enforced by ordinance set by City Council. Proposed additional policies will be presented to the commission monthly for review, including for example, the use of drones, paragliders, e-bikes, and scooters; commercial operations; disposition of property; prairie dog management and other environmental studies; and a management plan update trigger policy.

Reports/Correspondence:

4. 2018 Open Lands & Trails Annual Report. The annual report of 2018 accomplishments by the division was distributed and will be available online.

5. Property Acquisition Updates. Brian reported that the Wagner and Bonser properties in the east Big Thompson River corridor closed as planned in January. 2018 acquisitions included the transfer of two Larimer County inholding parcels at Old St. Louis Natural Area, enabling neighborhood access via a new trail connection from Madison Ave. to the river corridor. Several interested landowners have approached the city for potential 2019 acquisitions.

6. Open Lands Projects Report. Staff provided the following project updates.

Properties/Facilities/Projects/Maintenance/Operations

- The Big Thompson Watershed Coalition's Rossum to Wilson river restoration project is making excellent progress, generally working from west to east creating new overflow channels, bank stabilization, and reconnected floodplains. The Rist-Goss Ditch diversion structure across the river has been demolished and removed, allowing for better fish passage and natural river flows. The new diversion point will be located within 500' upstream and will be less of a barrier. The Namaqua Bridge structure has also been removed by the Larimer County project and the two contractors are coordinating on dewatering and diversion for both projects in the river.
- Permits have been secured for the Big Thompson Watershed Coalition's Reach 28 river restoration project at Wild Natural Area and adjacent river properties. The project is expected to begin in the next few weeks and has received an extension until December 2019.

Partnerships, Planning and Grants

- The Colorado Native Plant Society was awarded a \$3,000 grant from the Larimer County Small Grants program to restore and enhance areas of River's Edge Natural Area with native plants using all volunteer efforts. A soil science class from CSU will assist with soil coring and testing as a learning experience. Volunteer planting projects will begin this spring and opportunities for volunteers to assist with watering, monitoring, and maintenance will continue through fall.

Programs/Environmental Education/Volunteer Program

- Michele Van Hare, Environmental Education Coordinator, will be teaching Interpretive Guide Training in February for the National Association for Interpretation. The training allows volunteers and professionals to become an interpretive guide (those who give nature talks and walks, teach environmental education courses, or give talks at open spaces).
- Raptor nesting season is active again, and volunteers have begun monitoring known nests and searching for new activity throughout open lands. Nest cams are also active and barn owls can be seen roosting in the nest box during the day and perching on the box to hunt at night. Watch live on our [Nest Cams](#) web page.
- Volunteers play a significant role in Loveland's ability to provide environmental programming and complete Open Lands & Trails stewardship projects, donating nearly 6,000 hours of volunteer time in 2018. <https://offero.cityofloveland.org>.

5. Trail Updates. Staff provided the following trail updates.

- Engineering work has been completed to install and improve three bridges over local ditches to allow for future trails and pedestrian access at Old St. Louis Natural Area from Madison Avenue, Boise Bluff Natural Area, and Oxbow Natural Area. Agreements have been signed with the ditch companies and all bridge work will be complete by year-end. Work is underway at the Madison Ave. bridge, with abutments being poured.
- Final design and environmental clearances for the Prairie Ridge Trail project will be complete in February and the project will be put out for bid early Spring. We hope to be under construction by May with completion by year-end.
- Staff continue to work on closing the missing trail gap at 57th Street and the BNSF Railroad. Design is complete for the section at Sunset Vista Natural Area and we are beginning the process of permitting with the BNSF Railroad. Lastly, the Copper Ridge Development is coming through the City's development review process including trail connections.
- The first signs and new kiosks are being installed as part of Loveland's new trail signage program to improve communications and provide better wayfinding for trail users. The ten new kiosks and more than 230 signs will provide more consistent information and a better trail experience for citizens and visitors.

Commission Member Discussion Topics:

1. Commissioners asked for an update on Round Mountain Trail projects – fire mitigation and pipeline decommissioning. Staff will forward information.

Adjournment: The meeting was adjourned at 7:30 pm.

/s/ Gale Bernhardt, Chair



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LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: **3**

MEETING DATE: April 10, 2019

DESCRIPTION: Skyline Natural Area Concept Plan

SUMMARY:

Staff is working to move forward with the development of the Skyline Natural Area Management Plan. This plan will allow us the opportunity to involve staff, stakeholders, experts, and the public in the formulation of a planning document to assure that we protect our natural resources while evaluating opportunities for public access.

Since the property was acquired in 2016, constraints and opportunities have been identified with respect to resource management (natural, agricultural, historic/cultural, visual) and public access. We will discuss concept ideas for the site, best practices and recommendations for providing public access, and what policies will allow for our shared goals of conservation and access.

Additionally, a public open house meeting in early May is planned to share initial findings, alternatives for the development, and proposed management practices for the site and gather input from neighbors, stakeholders and the community.

Commission Action Recommended: Discussion of Concept Plan and development of draft Skyline Management Plan.



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LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: 4

MEETING DATE: April 10, 2019

DESCRIPTION: Long View Farm Covenants, Conditions and Restrictions (CCRs)
Amendment and Policy Update

SUMMARY:

Long View Farm is a 479-acre separator property located on Hwy 287 between Loveland and Fort Collins. Grant funding from Great Outdoors Colorado (GOCO) was used to purchase this property in 1999. The property is co-owned by Loveland, Larimer County and Fort Collins. All GOCO-funded projects are now protected with Conservation Easements. Long View Farm was protected by Covenants, Conditions and Restrictions (CCR's). Colorado Open Lands took over the monitoring of this property from Legacy Land Trust in 2016.

A First Amendment to the CCR's was done in 2016 to fix a legal description error and to remove 0.071 acres from the CCR's for a CDOT construction project at Hwy 287 and Carpenter Rd. Unfortunately the correction of the legal description error did not correct all of the errors. A Second Amendment is needed to correct the legal description.

The current Open Lands Policy #14 regarding Conservation Easement Amendments does not address CCR Amendments.

Commission Action Recommended: Review and recommend the Second Amendment to the Long View Farm CCR's and the updated Conservation Easement Amendment Policy #14.

To: Board of Directors

From: Staff

Date: 7/23/2018

Re: Longview Farm Proposed Amendment

Background

Longview Farm is a 479-acre property located in Larimer County. The property is protected via a Declaration of Covenants, Conditions, and Restrictions (CC&R) instrument with funding from Great Outdoors Colorado. The property is co-owned by the City of Fort Collins, the City of Loveland, and Larimer County. This property was transferred to Colorado Open Lands from Legacy Land Trust along with the rest of LLT's portfolio in 2016. The review of the LLT conservation easements prior to the merger, COL determined that the legal description was inaccurate. A First Amendment was recorded that was intended to fix the legal description by replacing it with the correct version. The First Amendment also removed .071 acres from the easement for a CDOT road construction project. Unfortunately, while the First Amendment corrected a portion of the legal description, it did not correct all mistakes. This Second Amendment will correct all inaccuracies in the legal description.

Amendment Proposal

COL would like to correct Exhibit A-2 of the First Amendment to the Ute Farm/One Putt Property (aka Longview Farm). The acreage total described in the Recital (478.5 acres) is correctly portrayed by the first portion of Exhibit A-2. However, A-2 also contains an exception of 50 acres that was intended to be included in the easement. Removing that portion of Exhibit A-2 that follows the word "EXCEPT" will correct the legal description of the protected property. The first sentence of the legal description will be deleted as well for clarification.

Perpetual Duration

The amendment does not affect any terms, conditions, or restrictions contained within the CC&R document that would affect it under any applicable laws or the document's perpetual duration.

Impermissible Private Benefit

The amendment will not result in private benefit as it is only the legal description that is being corrected to reflect the actual property boundaries. No changes are being made to any other portion of the document.

Conservation Value Assessment

This amendment will have no impact on the conservation values of the CC&R as it is only the legal description that is being corrected. No changes are being made to any other portion of the document.

Consistent with Amendment Language in the Conservation Easement

The amendment is consistent with Section 25 of the CC&R which requires that any amendment be consistent with the conservation purposes of the document, may not affect its perpetual duration, and may not affect the qualifications of the amendment under any applicable laws. COL will further abide by Section 25 by receiving advance written approval from Great Outdoors Colorado.

RCPTN # 2001103042 11/15/2001 09:11:00 # PAGES - 17 FEE - \$.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
(Ute Farm/One Putt - Portions of Longview Farm)

NOTICE: A GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS BEEN UTILIZED TO ASSIST IN THE ACQUISITION OF THIS PROPERTY. THIS DECLARATION CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS CONSERVATION VALUES. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS FOUND THAT THE ADOPTION OF THESE RESTRICTIONS IS IN THE PUBLIC INTEREST.

R E C I T A L S

A. County of Larimer, Colorado, the City of Fort Collins, Colorado, and the City of Loveland, Colorado ("Declarant") together are the fee simple title holder of that specific parcel of real property located in Larimer County, Colorado, consisting of approximately 478.5 acres, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Declarant entities each own an undivided interest in the property in the following shares: Larimer County: 50 percent; City of Fort Collins: 33.33 percent; City of Loveland: 16.67 percent and have together entered into an Intergovernmental Agreement (IGA) by and between them regarding their joint ownership of the property and related rights and responsibilities, dated April 14, 1997. The IGA provides that Larimer County is responsible for the management and operation of the property as the "Managing Entity" unless and until the parties to the IGA designate a new Managing Entity.

C. Declarant intends to subject the Property to this Declaration of Covenants, Conditions and Restrictions (the "Declaration") to preserve and protect in perpetuity the natural, scenic, agricultural, open space, wildlife habitat, and passive outdoor recreational values (collectively the "Conservation Values") of the Property, which are of great importance to the area residents, the people of Larimer County, and the people of the State of Colorado. In particular, the Property serves as an important community separator between the cities of Fort Collins and Loveland. In addition, it has exceptional scenic values with views of Long's Peak against a foreground of rolling dry-land wheat fields. The property contains soils that qualify as "High Potential Dry Cropland" and is considered "Farmlands of Statewide Importance." Recreation values include potential for a regional trail. Wildlife values include the maintenance of a movement corridor between mountains and plains, a small riparian zone along an irrigation ditch, and an expanding prairie dog colony at the edge of the property.

D. Declarant will hereinafter convey the Property subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and (if all or any part is sold in the future) conveyed subject to the following covenants, conditions, restrictions,

Return:
Terra White, County Engineer

uses, and obligations, all of which are declared and agreed to be burdens running with the land for the protection of the Conservation Values of the Property.

1. ***Purpose.*** The purpose of this Declaration is to preserve and protect in perpetuity the Conservation Values of the Property and to implement the Deed restrictions. It is acknowledged and agreed that active recreational uses of the Property, including but not limited to playgrounds, ball fields, golf courses, and motorized vehicular uses are inconsistent with the Conservation Values. It is further acknowledged that passive recreational uses of the Property identified herein or approved in the Approved Land Management Plan (defined below) may be consistent with the Conservation Values of the Property.
2. ***Prohibited Acts.*** Declarant shall not perform, nor allow others over whom they have reasonable means of control to perform, any act on or affecting the Property that is inconsistent with the covenants below. In consideration of the State Board of the Great Outdoors Colorado Trust Fund (the "Board") providing a grant to assist Declarant in its acquisition of the Property and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, Declarant hereby authorizes the Board and the Legacy Land Trust, a Colorado non-profit corporation ("Land Trust") to enforce this Declaration in the manner described below. Declarant, Land Trust and the Board understand and agree that nothing in this Declaration relieves or replaces any obligation or restriction on the use of the Property imposed by applicable law.
3. ***Approved Land Management Plan.*** The Property shall be operated and managed in accordance with the *Resource Management Plan for Long View Farm* (1999) a land management plan prepared by Declarant, approved by the Board, and subsequently adopted by Declarant. Such plan shall be designated the "Approved Land Management Plan" and shall be updated every ten years and submitted to Land Trust and the Board for approval as set forth herein. Pursuant to Paragraph 4 below, Declarant shall submit to both the Board and Land Trust the proposed updated land management plan for their review. The Land Trust shall review the proposed land management plan and make recommendations to the Board, which shall have authority to approve or disapprove the proposed land management plan. The Board's review of the proposed land management plan shall be limited to a determination of whether the proposed land management plan would have a material adverse impact on the Conservation Values. If the Board, after consultation with Land Trust and Declarant, determines that an item contained in the proposed land management plan would have a material adverse impact on the Conservation Values, the Board shall notify Declarant of its determination and thereafter Declarant shall revise the proposed land management plan in accordance with the Board's action. Declarant shall conduct an internal review of the Approved Land Management Plan every five years and provide the Board and the Land Trust with a copy of any modification as a result of such review.
4. ***Approval Process for Permitted Actions.*** Declarant is not required to notify the Board or obtain the Board's permission before taking actions permitted under this Declaration except where this Declaration specifies that Declarant must obtain the Board's permission. In those circumstances where this Declaration specifies that the Board's permission is required, Declarant shall notify the Board in writing to seek such permission. The Board shall have 45 days to review and comment on any submittal made by Declarant under this Declaration (or to request

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additional information prior to issuing a more formal response). If the Board fails to respond to the submittal within the 45-day period, the submittal shall be deemed approved. If the Board requests additional information within the initial 45-day period, Declarant shall endeavor to provide the requested information in a timely fashion. Upon receipt of the requested information, the Board shall thereafter have an additional 30 days to respond to the submittal. If the Board fails to respond within the additional 30-day period, the submittal shall be deemed approved.

5. **Restrictions.** In the event the construction or reconstruction of a building, structure or other improvement is expressly authorized hereunder or under the Approved Land Management Plan, then the prior written consent of Land Trust and the Board shall not be required before such construction or reconstruction, although the Board and the Land Trust shall be notified in advance of the construction or reconstruction in order to update their records. Declarant shall provide a copy of its intended capital improvements related to the Property on an annual basis. No further Board approval is required unless the capital improvements are not contemplated by the Approved Land Management Plan. Except as expressly authorized in this Declaration or the Approved Land Management Plan, the following restrictions apply to all portions of the Property:

- a. **Construction of Buildings and Other Structures.** The construction or reconstruction of any building or other structure or improvement is prohibited, except: (i) those existing on the date of this Declaration as referenced in the Baseline Inventory (as hereafter defined), so long as there is no material change to the use, location, appearance or size of such building, structure or improvement; (ii) those authorized below, and (iii) those identified on the Approved Land Management Plan.
- b. **Fences.** The construction or reconstruction of fences is prohibited, except that Declarant may repair or replace existing fences (as reflected in the Baseline Inventory) and new fences may be built if needed to protect the Conservation Values of the Property, for purposes of reasonable and customary management of livestock and wildlife, for separation of ownership and uses, and for public trail use and related uses.
- c. **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process is prohibited without the prior written approval of the Board and the Land Trust, except that partitioning ownership of the Property among the Declarant entities shall be allowed, and each partitioned portion of the Property shall continue to be subject to the terms and conditions of this Declaration, which shall remain in full force and effect. If ownership is partitioned among the Declarant entities, Declarant shall provide written notice to the Board and the Land Trust within 30 days of any such partitioning.
- d. **Timber Harvesting.** Trees may be cut to manage the forest, to control fire hazard, to control insects and disease, to control invasive non-native species, to prevent personal injury and property damage, for approved development on the Property, and for other reasons that are consistent with sound forest health and wildlife management practices. Trees may be harvested along the irrigation ditch as deemed necessary by the North Louden Ditch Company to maintain the necessary performance of the irrigation ditch. Dead trees may be cut and removed for any

purpose. Commercial timber harvesting on the Property is prohibited unless done in accordance with a forest management plan specifically designed to ensure good forest health and fire hazard control and unless the proposed timbering activities are consistent with the Approved Land Management Plan.

e. *Mining.* The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited, except for minimal extraction as may be needed for trail construction and public safety.

f. *Paving and Road and Trail Construction.* Except for the roads, parking areas, trails and similar improvements contained in the Approved Land Management Plan, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed on the Property (collectively referred to as "Paving").

g. *Trash.* The dumping or uncontained accumulation of any kind of trash or refuse on the Property by Declarant is prohibited.

h. *Commercial or Industrial Activity.* No commercial or industrial uses shall be allowed on the Property, except for those activities and uses contemplated in the Approved Land Management Plan, provided that such uses do not substantially impair or diminish the Conservation Values of the Property, as determined by the Board.

i. *Water Rights.* Declarant shall not transfer, encumber, lease, sell or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself. Declarant shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property. This paragraph shall not apply to water rights acquired after the date these restrictions go of record.

j. *Signage or Billboards.* The display or placement of commercial signs, bill boards, awnings, or advertisements on the Property is prohibited, except for appropriate and customary ranch or pasture identification signs, "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or lease, "no trespassing" signs, signs informing the public of ownership status, and signs appropriate for public use areas on the Property, including without limitation, trailhead, trail, environmental education signs, and signs describing regulations applicable to the Property. No signs shall materially adversely affect the Conservation Values of the Property.

6. *Allowed Uses.* The Declarant retains the right to perform any act not specifically prohibited or limited by this Declaration and which is otherwise consistent with the preservation of the Conservation Values of the Property, including but not limited to continued agriculture/farming practices, public use of trails and scenic pullout, granting utility easements where appropriate, and utilizing the area for wildlife habitat.

7. *Enforcement.* For purposes of this paragraph, the Board and Land Trust may hereafter be collectively referred to as "Reviewer." The Board and Land Trust, either individually or

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collectively, shall have the right to enter the Property for the purpose of inspecting for violations. The Board and Land Trust, either individually or collectively, shall have the right to prevent, correct or require correction of violations of the terms and provisions of this Declaration. Activities of the Declarant consistent with the Approved Land Management Plan will not be considered violations. If Reviewer finds what it believes is a violation, either the Board or Land Trust shall immediately notify Declarant in writing of the nature of the alleged violation. Upon receipt of this written notice, Declarant shall either (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Reviewer of the reason why the activity is not a violation. If the condition described in clause (b) above occurs, the parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, the parties may meet with a mutually acceptable mediator to attempt to resolve the dispute. Declarant shall discontinue any activity, which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, the Reviewer may, in its discretion, take appropriate legal or equitable action, including injunctive relief, to stop the alleged violation, temporarily or permanently, or to restore the Property to its condition prior to the alleged violation. In any legal or equitable action, the court may award costs and attorney fees to the prevailing party. Declarant shall not be liable for acts of third parties over which Declarant has no supervision obligation or reasonable control. When, in Reviewer's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values, Reviewer may in its discretion, take appropriate legal action, without first proceeding with the mediation process.

8. ***Written Updates.*** The Declarant shall provide the Land Trust with an annual written update in draft form for the Land Trust's review. Such update shall be provided to the Land Trust no later than August 31st of each calendar year. After review of the draft update and at the Land Trust's request, but no more frequently than once a year, Declarant will arrange and conduct with the Land Trust a joint inspection of the Property for the purpose of monitoring Declarant's compliance with the purposes of this project as funded by the Board, this Declaration and the Approved Land Management Plan. After said review and joint inspection, if any, the Declarant and the Land Trust shall jointly revise said update to incorporate any changes agreed upon by both parties. The final version of said written update shall be signed by an appropriate official of both the Declarant and the Land Trust verifying that the Property is being managed and maintained consistent with the purposes of the project as funded by the Board, the terms of this Declaration, and the Approved Land Management Plan. Declarant shall provide a finalized and executed copy of said annual written update to the Land Trust and the Board.

9. ***Baseline Inventory.*** The parties acknowledge that an inventory of baseline data (the "Baseline Inventory") relating to the Property has been completed as the Existing Conditions chapter of the *Resource Management Plan for Long View Farm* (1999), and has been furnished by Declarant to the Board and Land Trust. The parties acknowledge that this collection of baseline data contains an accurate representation of the condition of the Property (including but not limited to the improvements located thereon) and the natural resources associated with the Property as of the date of the execution of the Declaration. Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the parties shall not be foreclosed from using any and all other relevant

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or material documents, surveys, reports and other information to assist in the resolution of that controversy.

10. *Costs and Liabilities.* Neither the Board nor the Land Trust shall have any responsibilities or shall bear any costs or liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. Declarant shall have responsibility for weed control and eradication, and shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Declarant.

11. *Permitted Exceptions.* This Declaration is subject to those interests, easements, covenants and conditions attached hereto as Exhibit B [if any] and incorporated herein by this reference, and such other easements as may subsequently be granted by Declarant, which Declarant is hereby expressly authorized to convey, provided that no such easement shall be conveyed if determined by Declarant, the Board or the Land Trust to be inconsistent with the then-approved Land Management Plan, or to substantially impair the Conservation Values of the Property, and subject to the consent of the Board and the Land Trust, which shall not be unreasonably withheld and which shall be granted or denied within forty-five (45) days of written request for approval. Notwithstanding the foregoing, Declarant hereby covenants and agrees to obtain executed subordination agreements (in the form attached hereto as Exhibit C or as otherwise agreed between Declarant and the Board) from lienholders as appropriate.

12. *Notices.* Any notice, demand, request, consent, approval, or communication that a party desires or is required to give shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the addresses listed in this Declaration as follows:

if to the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
1600 Broadway, Suite 1650
Denver, CO 80202

if to Declarant:

Open Lands Manager
Larimer County Parks and Open Lands
1800 South County Road 31
Loveland, CO 80537

with a copy to:

Natural Resources Director
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522

and to:

Natural Areas Manager
Parks and Recreation Department
City of Loveland
500 E. 3rd Street
Loveland, CO 80537

if to Land Trust:

Executive Director
Legacy Land Trust
236 Linden Street
Fort Collins, CO 80524

or to such other address as a party from time to time shall designate by written notice to the other.

13. *Waiver of Certain Defenses.* Declarant hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119. In no event shall an action be brought more than two years after the Reviewer knew or should have known of the alleged violation.

14. *Acts Beyond Declarant's Control.* Nothing contained in this Declaration shall be construed to entitle the Board or Land Trust to bring any action against Declarant for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Property or immediate threat to public health or safety resulting from such causes.

15. *Access.* The general public shall have access to the Property consistent with the Approved Land Management Plan.

16. *Hold Harmless.* To the extent permitted by law, and without waiving the defenses and limitations of liability provided by the Colorado Governmental Immunity Act as now in place or hereafter amended, Declarant shall hold harmless, indemnify, and defend the Board, the Land Trust, and their members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause when the indemnified party performs a duty under this Declaration, unless and only to the extent the negligence or other wrongful conduct of any of the Indemnified Parties was a proximate cause; (2) the obligations specified in Paragraph 10, Costs and Liabilities, herein; and (3) the presence or release of hazardous or toxic

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substances on, under or about the Property, unless caused or released by the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance, which is regulated under any federal, state or local law.

17. *Extinguishment.* If circumstances arise in the future which render the purpose of this Declaration impossible to accomplish, this Declaration may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances, and shall, in addition, notify the State Board of the Great Outdoors Colorado Trust Fund (the "Board") of such circumstances. The amount of the proceeds to which Declarant shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with paragraph 18 below. In the event of condemnation or termination, the Board shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property which is equal to a fraction, the numerator of which is the Board's grant and the denominator of which is the acquisition price for the Property.

18. *Condemnation.* If the Property is in whole or in part subject to exercise of eminent domain authority or other legal proceedings, or if this Declaration is otherwise terminated by legal proceedings or otherwise, Declarant may enter into an agreement to convey that portion of the Property subject to the same, as reasonably required thereby, and the Board shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property which is equal to a fraction, the numerator of which is the Board's grant and the denominator of which is the acquisition price for the Property, except those proceeds attributable to improvements located on the Property and constructed subsequent to this Declaration.

19. *Recordation.* Declarant shall record this Declaration in a timely fashion in the records of the Clerk and Recorder of Larimer County, and may re-record it at any time as may be required.

20. *No Merger.* No merger of the provisions of this Declaration with the fee simple title to the Property shall occur now or in the future, unless the signatories to this Declaration, including the Board, expressly so state and agree in writing.

21. *Assignment.* This Declaration is transferable, but The Board and Land Trust may assign their rights and obligations under this Declaration only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) authorized to acquire and hold conservation easements under Colorado law, and (c) approved as a transferee by the State Board of the Great Outdoors Colorado Trust Fund. As a condition of such transfer, The Board and Land Trust shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Board shall have the right to require the Land Trust to assign its rights and obligations under this Declaration to a different organization if the Land Trust ceases to exist or for any reason fails or refuses to enforce the terms and provisions of this Declaration.

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22. *Subsequent Transfers.* Declarant agrees to incorporate the terms of this Declaration in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Declarant further agrees to give written notice to the Board and Land Trust of the transfer of any interest at least 20 days prior to the date of such transfer. The failure of Declarant to perform any act required by this Section shall not impair the validity of this Declaration or limit its enforceability in any way.

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

24. *Successors.* The terms of this Declaration shall be binding upon and inure to the benefit of the parties hereto and their representatives, heirs, successors, and assigns, and shall run with the land in perpetuity.

25. *Amendments.* If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Declarant, the Board, and Land Trust are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws, including without limitation, C.R.S. §38-30.5-101 et seq. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. This Declaration may only be amended by a written agreement, which is approved in advance in writing by the Board, and which is signed by the Declarant and the Land Trust, which document is recorded in the records of the Clerk and Recorder of Larimer County.

26. *Severability.* Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement, or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

27. *Termination of the Board.* In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the State of Colorado Department of Natural Resources or its successor.

28. *Sunshine Law.* Any meeting of the Land Trust where any final action concerning the Property is intended to be taken must be held in compliance with the Colorado Open Meetings Law, section 24-6-401 et seq. Colorado Revised Statutes, as now enacted or hereafter amended, with notice of any such meeting provided to the Declarant.

29. *Interpretation.* The parties intend that this Declaration be an enforceable covenant running with the land, and the terms, conditions, and restrictions shall be interpreted, to the extent reasonable, to be consistent with the Declarant's authority under Article 7, Title 29, Colorado Revised Statutes. Nothing contained herein shall be construed as a waiver or limitation

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of the Declarant's authority provided under Article 7, Title 29, Colorado Revised Statutes, or any police power authorization contained in the Colorado Constitution, City Charter or State Statute.

30. *Controlling Law.* The interpretation and performance of this Declaration shall be governed by the laws of the State of Colorado.

31. *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to the Declaration and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Declaration, all of which are merged herein.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on

10-30-01

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LARIMER,
COLORADO

ATTEST:

Date: 10-30-01

By: Kathleen
Chairperson

APPROVED AS TO FORM:

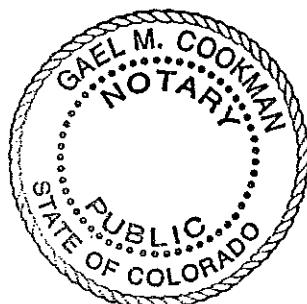
By: _____
County Attorney

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 30th day of Oct, 2001, by
Kathay Rennels, Chairperson, Board of Commissioners of Larimer County,
Colorado.

Witness my hand and official seal.
My commission expires: 6-28-2004

Neil M. Cookman
Notary Public



LEGACY LAND TRUST

ATTEST:

Executive Director

Title

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

Date: Nov. 2, 2001

By: Steve Ryder
Executive Director



Subscribed and sworn to before me this 2nd day of November, 2001, by

Steve Ryder, Executive Director, Legacy Land Trust.

Witness my hand and official seal.

My commission expires: 03/30/02

Donna
Notary Public



Date: Nov. 6, 2001

Donna Verronti
Clerk

CITY OF LOVELAND, COLORADO

By: Kathleen R. Gilliland
Mayor

APPROVED AS TO FORM:

By: C. J. Dill
City Attorney Nov. 6, 2001

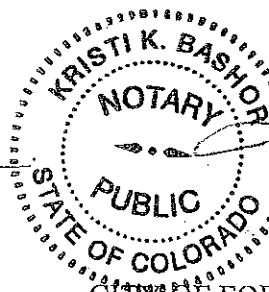
STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

Subscribed and sworn to before me this 6th day of November, 2001, by
KATHLEEN R. Gilliland, Mayor, City of Loveland, Colorado.

Witness my hand and official seal.

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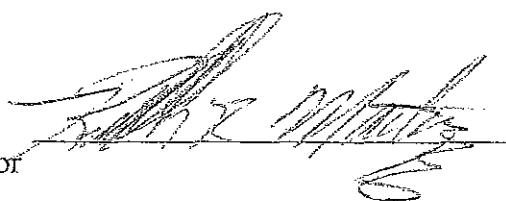
My commission expires: 2/1/04



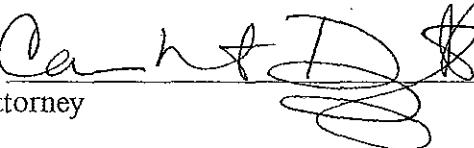
Notary Public

CITY OF FORT COLLINS, COLORADO

By:
Mayor



APPROVED AS TO FORM:

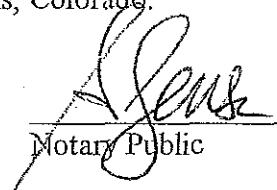
By: 
Ass't City Attorney

STATE OF COLORADO)
)
COUNTY OF LARIMER)
)ss

Subscribed and sworn to before me this 1st day of November, 2001, by
Kristi K. Bashor, Mayor, City of Fort Collins, Colorado.

Witness in hand and official seal.

My Commission Expires: My Commission Expires Dec. 30, 2004


Notary Public

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Exhibit A
Legal Description
(Ute Farm/One Putt – Portions of Longview Farm)

Those portions of Section 23, Township 6 North, Range 69 West of the 6th Principal Meridian in the County of Larimer, State of Colorado more particularly described as follows:

Considering the West line of said Section 23 as bearing North and South with all bearings contained herein relative thereto. Beginning at the Southwest Corner of said Section 23, thence along the South line of said Section 23 North 89 54' 37" East 290.02 feet of the Westerly line of the Right-of-Way of the Colorado and Southern Railroad, said line being 100 feet Westerly of the center line of said Right-of-Way; thence along said Westerly line North 2 25' 59" West 1258.13 feet more or less to the South line of that certain parcel of land described in Deed recorded in Book 395 at Page 455 records of said County; thence along said South line South 89 41' 00" West 236.61 feet to the West line of said Section 23; thence along said West line South 1256.13 feet more or less to the point of beginning. Subject to right-of-way for the existing County road described in Deed recorded in Book 1166, Page 256 records of said County;

Beginning at the Southwest corner of said Section 23, thence along the South line of said Section 23 North 89 54' 37" East 490.18 feet to a point on the Easterly line of the Right-of-Way for the Colorado and Southern Railroad, Said Easterly line being 100 feet Easterly of the center line of said Right-of-Way; thence along said Easterly line North 2 25' 59" West 4674.70 feet to the beginning of a spiral curve to the right having a center line spiral central angle of 1 40' 00" and having four (4) chords of 40.00 feet along said center line of Right-of-Way; thence Northerly along the arc of said curved Easterly Right-of-Way line (resultant from a long chord that bears North 127; 29"; West 157.09 feet) to the beginning of a regular curve concave to the East having a central angle of 9 21' 34" and a radius of 2650.35 feet; thence Northerly along the arc of said curved East Right-of-Way line 432.94 feet more or less to the North line of said Section 23; thence along said North line North 89 21' 02" East 1001.84 feet more or less to the East line of the West half of the West half of said Section 23; thence along said East line South 0 02' 57" West 5269.04 feet more or less to the South line of said Section 23; thence along said South line South 89 54' 37" West 824.32 feet more or less to the true point of beginning.

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Exhibit B
List of Permitted Exceptions to Title
(Ute Farm/One Putt - Portions of Longview Farm)

1. Taxes and Assessments not certified to the Treasurer's Office.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Reservations made by the Union Pacific Railway Company in deed recorded January 29, 1900 in Book 139 at Page 170, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same: and any and all assignments thereof or interests therein.
7. Reservations by the Union Pacific Railway Company of (1) oil, coal and other minerals underlying the land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed recorded January 15, 1909 in Book 150 at Page 110, and any and all assignments thereof or interests therein. (Affects Northeast $\frac{1}{4}$ of Section 23.)
By instrument recorded December 13, 1983 in Book 2250 at Page 4, the Union Pacific Railway Company relinquished its rights to enter upon or damage the surface of the land.
8. An easement for the construction, operation, maintenance and removal of communication facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded November 1, 1973 in Book 1577 at Page 405, 407 & 409.
9. An easement for overhead and/or underground electric line or system and incidental purposes granted to Poudre Valley Rural Electric Associate, Inc. by the instrument recorded October 22, 1974 in Book 1622 at Page 167, in which the specific location is not defined.

(continued)

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List of Permitted Exceptions to Title Ute Farm/One Putt

(Ute Farm/One Putt – Portions of Longview Farm)

10. Terms, agreements, provisions, conditions and obligations of the Lease Agreement between Rock Springs Royalty Company, a Utah Corporation, and Longview General Partnership, a Colorado General Partnership, recorded December 13, 1983 in Book 2250 at Page 0012 (NOTE: Assignment of Lease recorded December 19, 1983 in Book 2250 at Page 1753 and in Book 2250 at Page 1724 in connection with the above Lease Agreement.)
11. Terms, agreements, provisions, conditions and obligations of the Special Review Findings and Resolution of the Board of County Commissioners of Larimer County recorded April 13, 1992 at Reception No. 92019277.
12. An easement for communication facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company by the instrument recorded August 10, 1977 in Book 1789 at Page 674 upon the terms and conditions set forth in the instrument, over the Westerly 75 of the land.
13. Right-of-way easement granted to the Poudre Valley Rural Electric Association, Inc. by instrument recorded May 25, 1979 in Book 1955 at Page 602. The exact location is not defined.
14. An easement for telecommunication facilities and incidental purposes granted to U. S. West Communications, Inc. by the instrument recorded January 15, 1993 at Reception No. 93003109.
15. Terms and conditions as contained in the Deed recorded July 6, 1992 at Reception No. 92038166.
16. Right-of-way easement granted to the Poudre Valley Rural Electric Association, Inc., by instrument recorded December 9, 1996 at Reception No. 96087626. Said easement being described as 20 feet wide, 10 feet each side of power line center.
17. An easement for water transmission of distribution line or system and incidental purposes granted to Fort Collins-Loveland Water District by the instrument recorded May 23, 1977 in Book 1771 at Page 187.
18. An Easement for irrigation canal purposes granted to the North Louden Ditch Company as described in instrument recorded January 16, 1958 in Book 1060 at Page 58.
19. An Easement for installation, construction, maintenance, inspection, operation, replacement and removal of a sanitary sewer line for the collection and service of sanitary sewer and wastewater, and all underground appurtenances, to the South Fort Collins Sanitation District as recorded on October 10, 1999 at Reception No. 0099093250.

(continued)

W

List of Permitted Exceptions to Title

Ute Farm/One Putt

(Ute Farm/One Putt – Portions of Longview Farm)

20. That certain easement agreement authorized by the City Council of the City of Fort Collins on September 18, 2001, in Ordinance No. 136, 2001, for the construction, operation, maintenance and repair of a sixteen-inch water line on the subject Property by the Fort Collins-Loveland Water District, together with the related temporary easement agreement approved by said ordinance for said purpose, as such agreements shall have been signed by the Grantors and recorded in the real property records of the Larimer County Clerk and Recorder.

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Exhibit C
Form of Subordination for Consensual Liens
(Ute Farm/One Putt – Portions of Longview Farm)

**SUBORDINATION TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, _____, as beneficiary of that certain Deed of Trust dated _____ and recorded _____ in Book _____ at Page _____ of the Records of the Clerk and Recorder of Larimer County, Colorado (the "Deed of Trust"), hereby consent to the execution of that certain Declaration of Covenants, Conditions and Restrictions by Larimer County, the City of Fort Collins, and the City of Loveland, all of Colorado and referred to collectively as Declarant (the "Declaration"), and subordinate the lien of the Deed of Trust to the Declaration, and agree that any foreclosure of the Deed of Trust shall not adversely affect the existence or continuing validity of the Declaration, which Declaration shall run with the land and remain in full force and effect as if such Declaration were executed, delivered, and recorded prior to the execution, delivery, and recording of the Deed of Trust.

IN WITNESS WHEREOF, the undersigned have executed this Subordination this
day of 200.

By: _____

Title

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 200_____, by _____ as
and by _____
as
of _____. Witness my hand and official seal.

My commission expires _____

Notary Public

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE UTE FARM/ONE PUTT PROPERTY**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made this ~~7th~~^{October} day of ~~June~~, 2014, by the County of Larimer, Colorado, the City of Fort Collins, Colorado and the City of Loveland, Colorado (collectively the "Declarant").

The following exhibits are attached hereto and made a part hereof:

Exhibit A	- Original Description of Property
Exhibit A-1	- Corrected Description of Original Property
Exhibit A-2	- Amended Description of Property
Exhibit D	- Description of CDOT Property
Exhibit E	- Description of CDOT Temporary Easement Property
Exhibit F	- Map of Property encumbered by the Declaration as Amended
Exhibit G	- GOCO Consent to Amendment

RECITALS

A) The Declarant, as owner of certain property described on the attached **Exhibit A-1**, entered into the Declaration of Covenants, Conditions and Restrictions which was recorded November 15, 2001 as Reception No. 2001103042 (the "**Original Declaration**"). The Original Declaration contained terms and provisions intended to preserve the natural, scenic, agricultural, open space, wildlife habitat and passive outdoor recreational values of the land subject to the Original Declaration. Rights of enforcement under the Original Declaration were granted to Legacy Land Trust, a Colorado nonprofit corporation ("LLT"). The property understood by the Declarant and LLT to be subject to the Original Declaration is the approximately 478.5 acre property located in Larimer County, Colorado (the "**Original Property**") and described in the attached **Exhibit A-1** (the "**Corrected Description of Original Property**"), however a description of adjacent property owned by the Declarant was mistakenly attached as **Exhibit A** to the Original Declaration (the "**Original Description of Property**"). The Original Declaration as amended by this Amendment is referred to herein as the "**Declaration**".

B) The Declarant has been informed by the Colorado Department of Transportation (CDOT) that CDOT is in the process of planning and designing a project for the improvement of the existing intersection of U.S. Highway 287 and State Highway 392 (Carpenter Road) in order to provide for a more efficient turning radius and access and that it will be necessary for CDOT to acquire 0.071 acres of the Original Property. The 0.071 acres which CDOT intends to acquire is described on the attached **Exhibit D** (the "**CDOT Property**"). In addition, the Declarant has been informed by CDOT that CDOT will also require a temporary construction easement on 0.031 acres of the Original Property. The 0.031 acres which CDOT intends to utilize for the temporary construction easement is described on the attached **Exhibit E** ("**CDOT Temporary Easement Property**"). The Declarant and LLT recognize that failure

to allow CDOT to acquire the CDOT Property and/or to obtain a temporary construction easement on the CDOT Temporary Easement Property may result in CDOT acquiring the land described in **Exhibit D** and/or **Exhibit E** through eminent domain proceedings.

- C) The Declarant and LLT wish to amend the Original Declaration to replace the Original Description of the Property with the Corrected Description of the Original Property.
- D) The Declarant and LLT also wish to amend the Original Declaration to exclude the CDOT Property from the Original Declaration and to allow for the temporary construction easement on the Amended Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The Declarant acknowledges that the Original Property encumbered by the Original Easement is the land described on the attached **Exhibit A-1**.
2. The CDOT Property described in **Exhibit D** is hereby excluded from the terms and provisions of the Original Declaration and is not encumbered by the Declaration.
3. The property encumbered by the Declaration (the “**Amended Description of Property**”) is set out described on the attached **Exhibit A-2**. The Amended Description of Property is depicted on the map attached as **Exhibit F**.
4. The CDOT Temporary Easement Property described in **Exhibit E** may be subject to a temporary easement granted to CDOT for a set period of time for the purpose of improving the intersection, however the Declarant shall require by the terms and conditions of the temporary easement that in the event that any damage is done to the surface of the CDOT Temporary Easement Property, CDOT must fully restore the surface to a condition comparable to its condition prior to use by CDOT.
5. Except as modified by this Amendment, the Declaration shall remain in full force and effect.
6. The State Board of the Great Outdoors Colorado Trust (the “**Board**”) contributed to the acquisition of the Original Property by Declarant. In accordance with the requirements of the Declaration, the Board has given its written approval to this Amendment, as evidenced by the Consent attached hereto as **Exhibit G**.

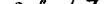
IN WITNESS WHEREOF Declarant and LLT have executed this Amendment to the Declaration of Covenants, Conditions and Restrictions on the date above.

**DECLARANT: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER,
COLORADO**

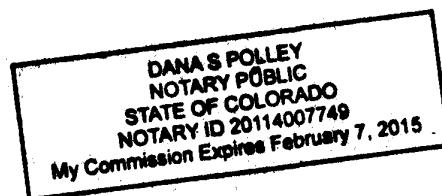
Date: 10/7/14
By: Tom 
Chairperson

DATE: 10-2-14
APPROVED AS TO FORM:
DALE Clegg
COUNTY ATTORNEY

ATTEST: 
Dennis M. Breyfak
Deputy Clerk of the Board

The foregoing instrument was acknowledged before me this 7th day of October, 2014 by
Tom Donnelly, Chairperson, Board of Commissioners of Larimer County, Colorado,
as Managing Entity. 

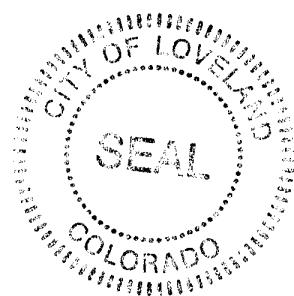
Witness my hand and official seal.
My commission expires: 2/17/15
Dana Spolley
Notary Public



DECLARANT: CITY OF LOVELAND, COLORADO

Date: 6-6-14

By: William D. Cahill
William D. Cahill ^{Mayor}



APPROVED AS TO FORM:

Moses Farne
Asst. City Attorney

ATTEST:

Jeanne M. Weaver
Deputy CITY CLERK

STATE OF COLORADO)

) ss.

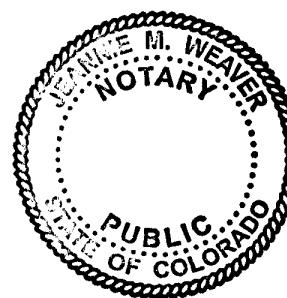
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 6th day of June, 2014 by
William D. Cahill, Mayor, City of Loveland, Colorado.
City Manager.

Witness my hand and official seal.

My commission expires: 9-11-15

Jeanne M. Weaver
Notary Public



DECLARANT: CITY OF FORT COLLINS, COLORADO

Date: 6-9-2014

By: Karen Weitkunat
Mayor

APPROVED AS TO FORM:

A. D. Delan
As City Attorney

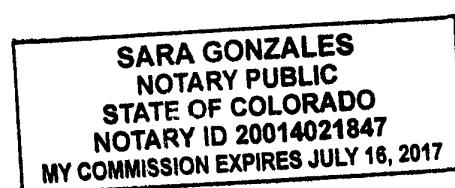
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 9th day of June, 2014 by
Karen Weitkunat, Mayor, City of Fort Collins, Colorado.

Witness my hand and official seal.

My commission expires: 7-16-17

Sara Gonzales
Notary Public



LLT: LEGACY LAND TRUST, a Colorado nonprofit corporation

Date: 9/24/14

By: Charles W. Johnson

Name: Charles W. Johnson

Title: President, Board of Directors

STATE OF COLORADO)

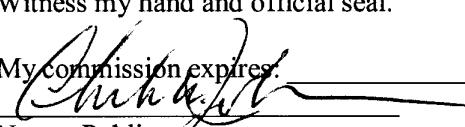
) ss.

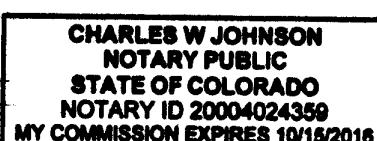
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 19th day of September, 2014, by
Charles W. Johnson as President, Board of Directors of Legacy Land Trust, a Colorado
nonprofit corporation.

Witness my hand and official seal.

My commission expires:


Notary Public



Exhibits attached:

- Exhibit A - Original Description of Property
- Exhibit A-1 - Corrected Description of Original Property
- Exhibit A-2 - Amended Description of Property
- Exhibit D - Description of CDOT Property
- Exhibit E - Description of CDOT Temporary Easement Property
- Exhibit F - Map of Property encumbered by the Declaration as Amended
- Exhibit G - GOCO Consent to Amendment

EXHIBIT A
ORIGINAL DESCRIPTION OF PROPERTY

The following property located in Larimer County, Colorado:

Those portions of Section 23, Township 6 North, Range 69 West of the 6th Principal Meridian in the County of Larimer, State of Colorado more particularly described as follows:

Considering the West line of said Section 23 as bearing North and South with all bearings contained herein relative thereto. Beginning at the Southwest Corner of said Section 23, thence along the South line of said Section 23 North 89°54'37" East 290.02 feet of the Westerly line of the Right-of-Way of the Colorado and Southern Railroad, said line being 100 feet Westerly of the center line of said Right-of-Way; thence along said Westerly line North 2°25'59" West 1258.13 feet more or less to the South line of that certain parcel of land described in Deed recorded in Book 395 at Page 455 records of said County; thence along said South line South 89°41'00" West 236.61 feet to the West line of said Section 23; thence along said West line South 1256.13 feet more or less to the point of beginning, Subject to Right-of-way for the existing County road described in Deed recorded in Book 1166, Page 56 records of said County.

Beginning at the Southwest corner of said Section 23, thence along the South line of said Section 23 North 89°54'37" East 490.18 feet to a point on the Easterly line of the Right-of-Way for the Colorado and Southern Railroad, Said Easterly line being 100 feet Easterly of the center line of said Right-of-Way; thence along said Easterly line North 2°25'59" West 4674.70 feet to the beginning of a spiral curve to the right having a center line spiral central angle of 1°40'00" and having four (4) chords of 40.00 feet along said center line of Right-of-Way; thence Northerly along the arc of said curved Easterly Right-of-way line (resultant from a long chord that bears North 127° 29": West 157.09 feet) to the beginning of a regular curve concave to the East having a central angle of 9°21'34" and a radius of 2650.35 feet; thence Northerly along the arc of said curved East Right-of Way line 432.94 feet more or less to the North line of said Section 23; thence along said North line North 89°21' 02" East 1001.84 feet more or less to the East line of the West half of the West half of said Section 23; thence along said East line South 0°02'57" West 5269.04 feet more or less to the South line of said Section 23; thence along said South line South 89°54'37" West 824.32 feet more or less to the true point of beginning.

EXHIBIT A-1
CORRECTED DESCRIPTION OF ORIGINAL PROPERTY

The following property located in Larimer County, Colorado:

All of the following described property which is contained within the E1/2 of the NW1/4 and the NE1/4 of Section 23, Township 6 North, Range 69 West of the 6th P.M.:

A tract of land located in Section 23, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Southeast quarter of said Section 23 as bearing South 00°16'24" West from a 3" brass cap at the East Quarter corner of said Section 23 to a 3" brass cap at the Southeast corner of said Section 23 and with all bearings contained herein relative thereto:

Commencing at the Southeast corner of said Section 23; thence along the South line of said Southeast quarter, South 89°18'09" West 50.01 feet to the West right-of-way line of U.S. Highway 287; thence along said West right-of-way line, North 00°16'24" East, 30.00 feet to the Northerly right-of-way line of 69th Street, said point being the Point of Beginning; thence along said Northerly right-of-way line, South 89°18'09" West, 100.50 feet to a curve concave to the South having a central angle of 25°37'34", a radius of 305.00 feet and the chord of which bears South 76°29'23" West, 135.28 feet; thence continuing along said Northerly right-of-way line and the arc of said curve 136.41 feet to a point on the South line of said Southeast Quarter of Section 23; thence along the South line, South 89°18'09" West, 2362.39 feet to the South Quarter corner of said Section 23; thence along the South line of the Southwest Quarter of Section 23, North 89°19'35" West, 1306.95 feet to the West 1/16 corner between Section 23 and Section 26; thence North 00°11'51" East, 2650.27 feet to the Center West 1/16 corner of Section 23; thence, North 00°11'54" East, 2636.51 feet to the West 1/16 corner between said Section 23 and Section 14; thence along the North line of the Northwest Quarter of said Section 23, North 89°21'56" East 1319.70 feet to the North Quarter corner of said Section 23; thence along the North line of the Northeast Quarter of said Section 23, North 89°29'53" East, 2588.28 feet to a point on the West right-of-way line of said U.S. Highway 287; thence along said West line, South 00°16'06" West 2654.25 feet; thence continuing along said West line, South 00°16'24" West 2623.63 feet to the Point of Beginning, County of Larimer, State of Colorado.

EXCEPT:

A tract of land located in the East Half of Section 23, Township 6 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows:

Considering the East line of the Northeast Quarter of said Section 23 as bearing South 00°16'06" West from a 3" brass cap at the Northeast corner of said Section 23 to a 3" brass cap at the East Quarter corner of said Section 23 and with all bearings contained herein relative thereto;

Commencing at the East Quarter corner of said Section 23; thence, South 89°42'32" West, 50.00 feet to the West right-of-way line of U.S. Highway 287, said point being the Point of Beginning; thence along said West right-of-way line South 00°16'24" West, 25.25 feet; thence South 89°42'32" West, 41.82 feet to a point on a curve concave to the Southeast having a central angle of 54°45'22", a radius of 610.00 feet and the chord of which bears South 62°19'50" West, 561.03 feet; thence along the arc of said curve 582.96 feet; thence along a non-tangent line, North 55°02'52" West 279.71 feet; thence North 27°44'06" West 137.30 feet; thence South 89°42'32" West, 812.49 feet; thence, North 00°17'28" West 1006.92 feet; thence, North 62°19'19" East, 680.61 feet, thence, North 89°42'32" East, 1053.02 feet to a point on the West right-of-way line of U.S. Highway 287; thence along said West right-of-way line, South 00°16'06" West, 1320.07 feet to the Point of Beginning, County of Larimer, State of Colorado.

EXHIBIT A-2
AMENDED DESCRIPTION OF PROPERTY

The following property located in Larimer County, Colorado:

All of the following described property which is contained within the E1/2 of the NW1/4 and the NE1/4 of Section 23, Township 6 North, Range 69 West of the 6th P.M.:

A tract of land located in Section 23, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Southeast quarter of said Section 23 as bearing South 00°16'24" West from a 3" brass cap at the East Quarter corner of said Section 23 to a 3" brass cap at the Southeast corner of said Section 23 and with all bearings contained herein relative thereto:

Commencing at the Southeast corner of said Section 23; thence along the South line of said Southeast quarter, South 89°18'09" West 50.01 feet to the West right-of-way line of U.S. Highway 287; thence along said West right-of-way line, North 00°16'24" East, 30.00 feet to the Northerly right-of-way line of 69th Street, said point being the Point of Beginning; thence along said Northerly right-of-way line, South 89°18'09" West, 100.50 feet to a curve concave to the South having a central angle of 25°37'34", a radius of 305.00 feet and the chord of which bears South 76°29'23" West, 135.28 feet; thence continuing along said Northerly right-of-way line and the arc of said curve 136.41 feet to a point on the South line of said Southeast Quarter of Section 23; thence along the South line, South 89°18'09" West, 2362.39 feet to the South Quarter corner of said Section 23; thence along the South line of the Southwest Quarter of Section 23, North 89°19'35" West, 1306.95 feet to the West 1/16 corner between Section 23 and Section 26; thence North 00°11'51" East, 2650.27 feet to the Center West 1/16 corner of Section 23; thence, North 00°11'54" East, 2636.51 feet to the West 1/16 corner between said Section 23 and Section 14; thence along the North line of the Northwest Quarter of said Section 23, North 89°21'56" East 1319.70 feet to the North Quarter corner of said Section 23; thence along the North line of the Northeast Quarter of said Section 23, North 89°29'53" East, 2588.28 feet to a point on the West right-of-way line of said U.S. Highway 287; thence along said West line, South 00°16'06" West 2654.25 feet; thence continuing along said West line, South 00°16'24" West 2623.63 feet to the Point of Beginning, County of Larimer, State of Colorado.

EXCEPT:

A tract of land located in the East Half of Section 23, Township 6 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows:

Considering the East line of the Northeast Quarter of said Section 23 as bearing South 00°16'06" West from a 3" brass cap at the Northeast corner of said Section 23 to a 3" brass cap at the East Quarter corner of said Section 23 and with all bearings contained herein relative thereto;

Commencing at the East Quarter corner of said Section 23; thence, South 89°42'32" West, 50.00 feet to the West right-of-way line of U.S. Highway 287, said point being the Point of Beginning; thence along said West right-of-way line South 00°16'24" West, 25.25 feet; thence South 89°42'32" West, 41.82 feet to a point on a curve concave to the Southeast having a central angle of 54°45'22", a radius of 610.00 feet and the chord of which bears South 62°19'50" West, 561.03 feet; thence along the arc of said curve 582.96 feet; thence along a non-tangent line, North 55°02'52" West 279.71 feet; thence North 27°44'06" West 137.30 feet; thence South 89°42'32" West, 812.49 feet; thence, North 00°17'28" West 1006.92 feet; thence, North 62°19'19" East, 680.61 feet, thence, North 89°42'32" East, 1053.02 feet to a point on the West right-of-way line of U.S. Highway 287; thence along said West right-of-way line, South 00°16'06" West, 1320.07 feet to the Point of Beginning, County of Larimer, State of Colorado.

Less and excepting the CDOT Property described on the attached Exhibit D.

EXHIBIT D
Description of CDOT Property

Project No. FSA 392A-016

PARCEL NUMBER: RW-1

Project Code: 18800

Date: July 17, 2013

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado, Project No. FSA 392A-016 containing 0.071 acres, more or less, located in the Northeast Quarter of Section 23, Township 6 North, Range 69 West, of the 6th Principal Meridian, in the County of Larimer, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point, whence the Northeast Corner of said Section 23 (3" Brass COOT Cap in a monument box), bears N 89°07'00" E, a distance of 50.01 feet, said point being on the North line of said Section 23, and on the existing westerly right-of-way line of U.S. Highway 287, also being the POINT OF BEGINNING;

1. Thence along said existing right-of-way line, S 0°10'01" E a distance of 112.25 feet;
2. Thence S 89°49'59" W a distance of 41.66 feet;
3. Thence N 00°10'01" W a distance of 37.58 feet;
4. Thence N 46°31'40" E a distance of 34.57 feet;
5. Thence N 00°10'01" W a distance of 51.27 feet, to a point on the North line of said Section 23;
6. Thence along said section line, S 89°07'00" E a distance of 16.50 feet, to the POINT OF BEGINNING.

The above described tract or parcel of land contains 3,098 square feet (0.071 acres), more or less.

Basis of Bearings: Bearings are based on the west line of the Northwest Quarter of Section 24, Township 6 North, Range 69 West, of the 6th Principal Meridian, between the West Quarter Comer of Section 24, a found 3" Brass CDOT Cap in a monument box, bearing N0°10'01" W, to the Northwest Corner of Section 24, a 3" Brass CDOT Cap in a monument box.

Prepared for and on behalf of the
Colorado Department of
Transportation Terry R. Maw, PLS #31161
Farnsworth Group, Inc.
4655 Forge Road, Suite 150
Colorado Springs, CO 80907

EXHIBIT E
Description of CDOT Temporary Easement Property

PROJECT NUMBER: FSA 392A-016

TEMPORARY EASEMENT NUMBER:TE-1

Project Code: 18800

Date: July 17, 2013

A temporary easement No. TE-1 of the Department of Transportation, State of Colorado, Project No. FSA 392A-016 containing 0.031 acres, more or less, located in the Northeast Quarter of Section 23, Township 6 North, Range 69 West, of the 6th Principal Meridian, in the County of Larimer, State of Colorado, said temporary easement being more particularly described as follows:

Commencing at a point, whence the Northeast Corner of said Section 23 (3" Brass CDOT Cap in a monument box), bears N 24°01'02" E, a distance of 122.05 feet to a point on the existing westerly right-of-way line of U.S. Highway 287, the POINT OF BEGINNING;

1. Thence along said existing right-of-way line, S 00°10'01" E a distance of 10.00 feet;
2. Thence S 89°50'09" W a distance of 51.66 feet;
3. Thence N 00°10'01" W a distance of 51.89 feet;
4. Thence N 46°31'40" E a distance of 48.31 feet;
5. Thence S 00°10'01" E a distance of 13.74 feet;
6. Thence S 46°31'40" W a distance of 34.57 feet;
7. Thence S 00°10'01" E a distance of 37.58 feet;
8. Thence N 89°49'59" E a distance of 41.66 feet, to the POINT OF BEGINNING.

The above described temporary easement contains 1,328 square feet (0.031 acres), more or less.

The purpose of the above described temporary easement is for construction of highway and drainage improvements.

Basis of Bearings: Bearings are based on the west line of the Northwest Quarter of Section 24, Township 6 North, Range 69 West, of the 6th Principal Meridian, between the West Quarter Corner of Section 24, a found 3" Brass CDOT Cap in a monument box, bearing N 0°10'01" W, to the Northwest Corner of Section 24, a 3" Brass CDOT Cap in a monument box.

Prepared for and on behalf of the
Colorado Department of
Transportation Terry R. Maw, PLS #31161
Farnsworth Group, Inc.
4655 Forge Road, Suite 150
Colorado Springs, CO 80907

EXHIBIT F
Map of Property Encumbered by this Declaration

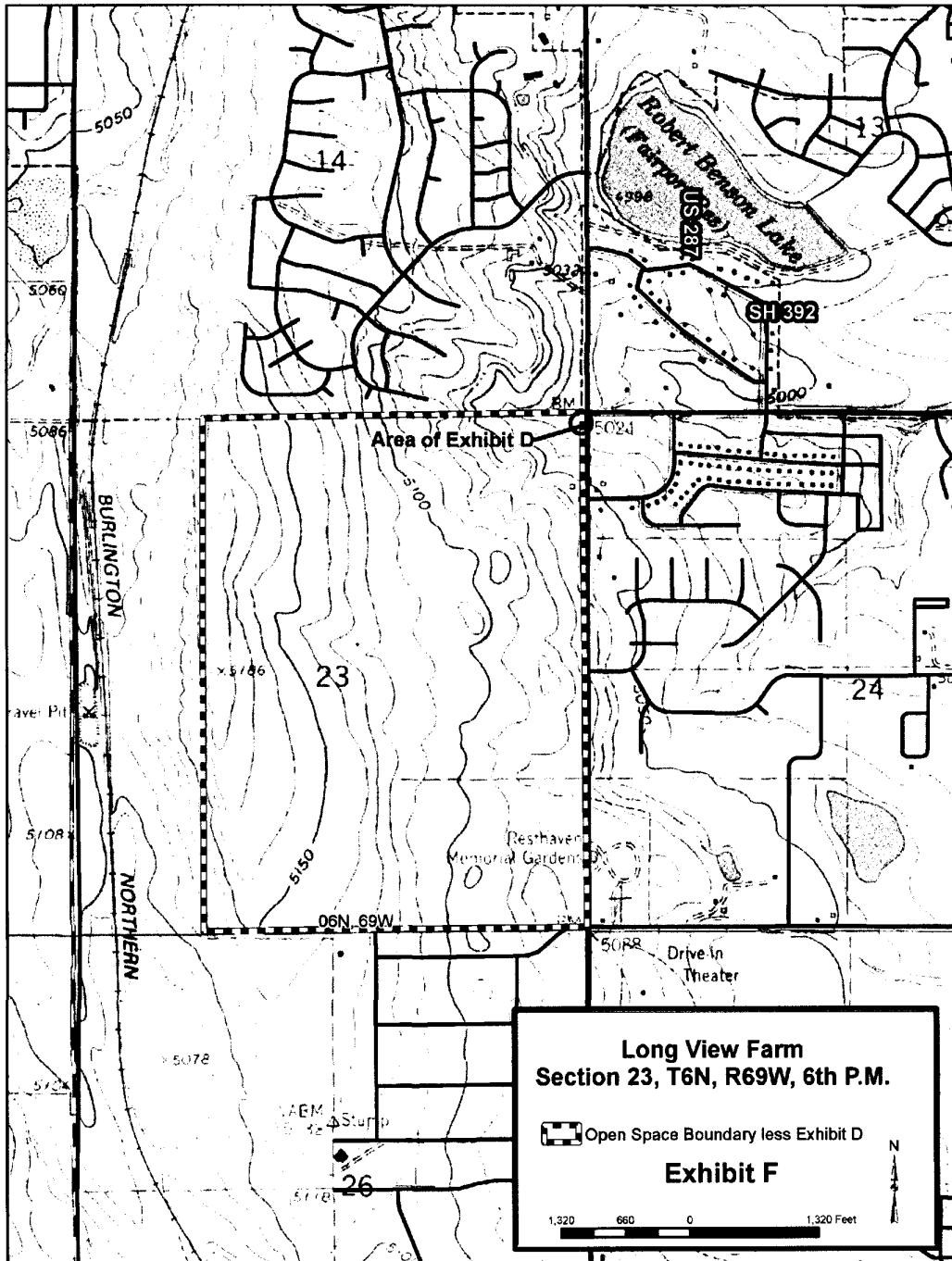


EXHIBIT G
GOCO Consent

(attach)



July 23, 2014

Dear Mr. Johnson:

Larimer County, the City of Fort Collins, and the City of Loveland (collectively the "Declarant") requested GOCO's approval to amend the Declaration of Covenants, Conditions and Restrictions recorded November 15, 2001 at Reception No. 2001103042 (the "Original Declaration"). This request seeks to remedy two issues that have arisen subsequent to the recording of the Original Declaration. First, the Declarant discovered that the legal description of the property subject to the Original Declaration erroneously described an adjacent property; one not owned by the Declarant and therefore should not have been subject to the Original Declaration. Second, the Colorado Division of Transportation ("CDOT") is in the process of planning and designing an improvement project at the intersection of U.S. Highway 287 and State Highway 392 (Carpenter Road) in order to provide for a more efficient turning radius and access. This will require CDOT to acquire 0.071 acres on the northeastern boundary of the property subject to the Original Declaration.

The proposed amendment corrects the erroneous legal description in the Original Declaration by replacing it with the correct legal description of the encumbered property. In addition, GOCO understands that the Declarant is pursuing the CDOT acquisition proposal in lieu of eminent domain proceedings. As such, CDOT shall compensate the Declarant for the property to be acquired and the Declarant shall reimburse GOCO a portion of its proceeds in accordance with Paragraph 18 of the Original Declaration.

Upon review of the Declarant's proposal, GOCO hereby approves the proposed Amendment to Declaration of Covenants, Conditions and Restrictions. This approval is contingent upon GOCO's receipt of a resolution from the governing body of Larimer County, the City of Fort Collins, and the City of Loveland approving the Amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Yuan-Farrell".

Chris Yuan-Farrell
Open Space Program Coordinator

**SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE UTE FARM/ONE PUTT PROPERTY – PORTIONS OF LONGVIEW FARM**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE UTE FARM/ONE PUTT PROPERTY (“**Second Amendment**”) is entered into this _____ day of _____, 2018, by and between the COUNTY OF LARIMER, COLORADO, THE CITY OF FORT COLLINS, COLORADO AND THE CITY OF LOVELAND COLORADO (collectively, the “**Declarant**”) and COLORADO OPEN LANDS, a Colorado nonprofit corporation (“**COL**” or “**Land Trust**”), the address of which is 1546 Cole Blvd. #200 Lakewood, CO 80401, as successor by merger to Legacy Land Trust, a Colorado nonprofit corporation. The following exhibits are attached hereto and hereby incorporated within:

Exhibit A-3- Corrected Description of the Amended Property

Exhibit D - Description of CDOT Property

Exhibit H - GOCO Consent to Second Amendment

RECITALS

- A. The Declarant is the owner of certain property encumbered by the Declaration of Covenants, Conditions and Restrictions (the “**Original Property**”) which was recorded November 15, 2001 as Reception No. 2001103042 (the “**Original Declaration**”). The Original Declaration contained terms and provisions intended to preserve the natural, scenic, agricultural, open space, wildlife habitat and passive outdoor recreational values of the land subject to the Original Declaration. Rights of enforcement under the Original Declaration were granted to Legacy Land Trust, a Colorado nonprofit corporation (“**LLT**”).
- B. The Declarant and LLT entered into the Amendment to Declaration of Covenants, Conditions and Restrictions for the Ute Farm/One Putt Property recorded October 7, 2014 as Reception No. 20140057499 (the “**First Amendment**”). The First Amendment served to correct an error in the description of the Original Property and to release .071 acres of the Original Property to allow for the completion of a road improvement project by the Colorado Department of Transportation (the “**Amended Property**”). The Original Declaration as amended by the First Amendment is hereafter referred to as the “**Declaration**”.
- C. Colorado Open Lands, a Colorado nonprofit corporation (“**COL**”), is the successor by merger to LLT and is the holder of the rights of enforcement described in the Declaration.
- D. COL and the Declarant have determined that there are additional errors in the description of the Amended Property. COL and Declarant desire to further amend the Declaration to correct these errors.

NOW, THEREFORE, in accordance with the foregoing, the covenants and considerations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the undersigned hereby amend the Declaration as follows:

1. **Exhibit A-2** to the Declaration is hereby deleted in its entirety and replaced with **Exhibit A-3**. The property described on Exhibit A-3 (less the CDOT Property described in Exhibit D) is the property that was intended to be, and which is encumbered by the Declaration.
2. All defined terms used herein shall have the same meaning as set forth in the Declaration unless expressly provided to the contrary herein.
3. Declarant and COL hereby ratify and confirm this modification to the terms and provisions of the Declaration.
4. Except as modified by this Second Amendment, the terms and provisions of the Declaration shall remain in full force and effect.
5. The State Board of the Great Outdoors Colorado Trust (the “**Board**”) contributed to the acquisition of the Original Property by Declarant. In accordance with the requirements of the Declaration, the Board has given its written approval to this Amendment, as evidenced by the Consent attached hereto as **Exhibit H**.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this Second Amendment to the Declaration is executed as of the day and year first above written.

**DECLARANT: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER,
COLORADO**

Date: _____

By: _____
Chairperson

ATTEST:

Deputy Clerk of the Board

STATE OF COLORADO)
)ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____ by
_____, Chairperson, Board of Commissioners of Larimer County, Colorado,
as Managing Entity.

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

Notary Public

DECLARANT: CITY OF LOVELAND, COLORADO

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____ by
_____, Mayor, City of Loveland, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DECLARANT: CITY OF FORT COLLINS, COLORADO

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____ by
_____, Mayor, City of Fort Collins, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

COLORADO OPEN LANDS, a Colorado non-profit corporation

By: _____
Name: Anthony P. Caligiuri
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by Anthony P. Caligiuri as President of Colorado Open Lands, a Colorado non-profit corporation.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Exhibits attached:

- Exhibit A-3 - Corrected Description of Amended Property
- Exhibit D - Description of CDOT Property
- Exhibit H - GOCO Consent to Second Amendment

EXHIBIT A-3
CORRECTED DESCRIPTION OF AMENDED PROPERTY

A tract of land located in Section 23, Township 6 North, Range 69 West of the 6th P.M., Larimer County, Colorado being more particularly described as follows:

Considering the East line of the Southeast quarter of said Section 23 as bearing South 00°16'24" West from a 3" brass cap at the East Quarter corner of said Section 23 to a 3" brass cap at the Southeast corner of said Section 23 and with all bearings contained herein relative thereto: Commencing at the Southeast corner of said Section 23; thence along the South line of said Southeast quarter, South 89°18'09" West 50.01 feet to the West right-of-way line of U.S. Highway 287; thence along said West right-of-way line, North 00°16'24" East, 30.00 feet to the Northerly right-of-way line of 71st Street, said point being the Point of Beginning;

thence along said Northerly right-of-way line, South 89°18'09" West, 100.50 feet to a curve concave to the South having a central angle of 25°37'34", a radius of 305.00 feet and the chord of which bears South 76°29'23" West, 135.28 feet;

thence continuing along said Northerly right-of-way line and the arc of said curve 136.41 feet to a point on the South line of said Southeast Quarter of Section 23;

thence along the South line, South 89°18'09" West, 2362.39 feet to the South Quarter corner of said Section 23;

thence along the South line of the Southwest Quarter of Section 23, North 89°19'35" West, 1306.95 feet to the West 1/16 corner between Section 23 and Section 26;

thence North 00°11'51" East, 2650.27 feet to the Center West 1/16 corner of Section 23;

thence, North 00°11'54" East, 2636.51 feet to the West 1/16 corner between said Section 23 and Section 14;

thence along the North line of the Northwest Quarter of said Section 23, North 89°21'56" East 1319.70 feet to the North Quarter corner of said Section 23;

thence along the North line of the Northeast Quarter of said Section 23, North 89°29'53" East, 2588.28 feet to a point on the West right-of-way line of said U.S. Highway 287;

thence along said West line, South 00°16'06" West 2654.25 feet;

thence continuing along said West line, South 00°16'24" West 2623.63 feet to the Point of Beginning, County of Larimer, State of Colorado.

LESS AND EXCEPT the Colorado Department of Transportation (CDOT) Property described in the attached Exhibit D.

EXHIBIT D

Description of CDOT Property

Project No. FSA 392A-016
PARCEL NUMBER:RW-1
Project Code: 18800
Date: July17, 2013

A tract or parcel of land No. RW-1 of the Department of Transportation, State of Colorado, Project No. FSA 392A-016 containing 0.071 acres, more or less, located in the Northeast Quarter of Section 23, Township 6 North, Range 69 West, of the 6th Principal Meridian, in the County of Larimer, State of Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point, whence the Northeast Corner of said Section 23 (3" Brass COOT Cap in a monument box), bears N 89°07'00" E, a distance of 50.01 feet, said point being on the North line of said Section 23, and on the existing westerly right-of-way line of U.S. Highway 287, also being the POINT OF BEGINNING;

1. Thence along said existing right-of-way line, S 0°10'01" E a distance of 112.25 feet;
2. Thence S 89°49'59" W a distance of 41.66 feet;
3. Thence N 00°10'01" W a distance of 37.58 feet;
4. Thence N 46°31'40" E a distance of 34.57 feet;
5. Thence N 00°10'01" W a distance of 51.27 feet, to a point on the North line of said Section 23;
6. Thence along said section line, S 89°07'00" E a distance of 16.50 feet, to the POINT OF BEGINNING.

The above described tract or parcel of land contains 3,098 square feet (0.071 acres), more or less. Basis of Bearings: Bearings are based on the west line of the Northwest Quarter of Section 24, Township 6 North, Range 69 West, of the 6th Principal Meridian, between the West Quarter Corner of Section 24, a found 3" Brass CDOT Cap in a monument box, bearing N0°10'01" W, to the Northwest Corner of Section 24, a 3" Brass CDOT Cap in a monument box.

Prepared for and on behalf of the
Colorado Department of
Transportation Terry R. Maw, PLS #31161
Farnsworth Group, Inc.
4655 Forge Road, Suite 150
Colorado Springs, CO 80907

EXHIBIT H
GOCO Consent to Second Amendment

(attach)



SUBJECT:	Conservation Easement and Covenant, Conditions and Restrictions Amendment Policy
EFFECTIVE DATE:	May 2017 April 2019
REVIEW SCHEDULE:	Annually in January by Open Lands Staff. Every five years by Open Lands Advisory Commission (OLAC) or more frequently if recommended by staff.
PURPOSE:	To establish a procedure for reviewing and approving Conservation Easement (CE) and Covenant, Conditions and Restrictions (CCR's) amendment requests for easements CE's and CCR's held by the City of Loveland or co-held by the City of Loveland and other entities.
SCOPE:	All Conservation Easements CE's and CCR's held or co-held by the City of Loveland
RESPONSIBILITY:	Open Lands Staff
BACKGROUND:	City Staff has referred to guidance written by Alan Beezley (attorney Colorado Open Lands Attorney) regarding consideration of amendments to conservation easements CE's and CCR's . This policy outlines a formal procedure for amendment requests. Overall, amendments should be rare and should be considered carefully.
APPROVAL:	<hr/> Elizabeth R. Anderson Kayl Director, Parks and Recreation
	<hr/> Marilyn Hilgenberg Open Lands and Trails Manager

POLICY:

Open Lands Staff should consider [conservation easement](#)[CE and CCR](#) amendments only if the following conditions are met:

1. The amendment is consistent in protecting the conservation values of the property.
2. The amendment does not benefit the property owner financially.
3. The amendment does not affect the easement's perpetual duration.
4. The proposed amendment complies with the amendment language of the easement.

If a proposed amendment complies with the conditions above, Open Lands Staff will work with other partners or co-holders of the conservation easement to determine whether the amendment will be allowed. An appraisal may be required at the easement holder's discretion to determine whether or not the proposed amendment provides a financial benefit to the landowner. Appraisal



City of Loveland

costs will be paid by the party requesting the amendment (landowner or City). Any other encumbrances that post-date the original easement must be subordinated to the amendment. The City reserves the right to consult with outside experts regarding the proposed amendment.

Proposed amendments will be discussed with the Parks and Recreation Director and the City Attorney's Office regarding the conditions under which the amendment may be allowed. The Open Lands Advisory Commission will have the opportunity to review [easementCE and CCR's](#) amendment requests and give their recommendation to Open Lands Staff and the Parks and Recreation Director. All amendments must be approved and signed by the City Manager prior to recording of the amendment document. The City Manager reserves the right to seek such approval of City Council as s/he deems appropriate or necessary.



PARKS AND RECREATION DEPARTMENT

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www.cityofloveland.org

LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: **5**

MEETING DATE: April 10, 2019

DESCRIPTION: Intergovernmental Agreement with Larimer County Weed District for Vegetation Management Services

SUMMARY:

For the past several years, the Open Lands Division has contracted with the Larimer County Weed District on a case-by-case basis for weed control and vegetation management services. The Water and Power Department also has a need for vegetation management services. The Intergovernmental Agreement (IGA) would formalize the city's relationship with the Weed District and allow both departments to contract with the Weed District for vegetation management services on their respective properties. The Weed District possesses the most advantageous pricing, equipment and expertise for these services. City Council will hear the resolution for the proposed IGA on April 16.

Commission Action Recommended: Recommend approval of the IGA with Larimer County Weed District for vegetation management services.



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LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: 6

MEETING DATE: April 10, 2019

DESCRIPTION: GOCO Habitat Restoration Grant at Medina's Crossing

SUMMARY:

In 2018, Loveland applied for and was awarded a Habitat Restoration Grant in the amount of \$84,309 from Great Outdoors Colorado (GOCO) for restoration of the Medina's Crossing property, in conjunction with the Big Thompson Watershed Coalition's river restoration project at Reach 30-31 (Rossum Drive to Wilson Ave.). The GOCO project will provide additional habitat improvement and enhancement supplemental to the scope of the coalition's project. The GOCO project will leverage work being done by the coalition and funding will cover native plants, trees, and shrub materials, invasive species removal, and design/planning services. Volunteer projects are planned to help install and maintain the native plantings beginning in fall 2019. City Council will hear the resolution for the grant agreement in May.

Commission Action Recommended: Recommend approval of the GOCO Habitat Restoration grant agreement in the amount of \$84,309.



LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: 8

MEETING DATE: April 10, 2019

DESCRIPTION: Open Lands Project Report

SUMMARY:

Properties/Facilities/Projects/Maintenance/Operations

- Hoff Construction has completed the bridge abutments at the Farmer's Ditch just south of Madison Avenue for a future trail connection into Old St. Louis Natural Area. The bridge was placed on April 4 and the trail connection will be constructed late spring.
- Heavy construction continues in the Big Thompson River near and west of Namaqua Avenue. Larimer County has started constructing the new bridge over the Big Thompson River (Flat Iron Constructors). ECI has completed significant in-channel improvements from Namaqua to Rossum as a result of grant funding through the Big Thompson River Coalition. In the west Big T corridor, a separate project by Tezak Construction is realigning 0.5 mile of the river channel to be more resilient and similar to pre-flood conditions. Changes to the river corridor align with the goals of the Big Thompson River Master Plan and improve the sustainability of the Big Thompson River.



Partnerships, Planning and Grants

- Staff from Loveland and Fort Collins finalized the north-south trail alignment of the Prairie Ridge/Coyote Ridge Trail connection. Final design and environmental clearances for the Prairie Ridge Trail project are complete and the City is now working with Larimer County for site permitting. We anticipate the project will be put out for bid late spring. We hope to be under construction by May with completion by year-end.

Programs/Environmental Education/Volunteers

- Seasonal volunteers have begun raptor monitoring on Loveland's Open Land Sites. There are a number of active nests and a healthy raptor population. Data collected helps us assess locations and numbers and allows for environmental analysis and more accurate monitoring and protection of raptors on Open Lands Sites throughout town. Additionally, we will once again have live owl and kestrel cams available on-line to help educate the public and allow the community to experience nature up close, thanks to a partnership with the Colorado Avian Research and Rehabilitation Institute (www.carriep.org).
- Staff is busy providing annual training to volunteers who assist with environmental education, trail monitoring, and assisting with community events. The open lands and trails programs rely heavily on volunteers to assist with providing quality, no-cost programming, events and stewardship projects. Currently, there are more than 1,000 registered volunteers that provide some 7,000 volunteer hours per year.
- Environmental education programs for 25 school groups are scheduled for April and May. These outdoor experiential learning programs are offered for grades pre-K through 5th grade and meet state education standards for each grade.





LOVELAND OPEN LANDS ADVISORY COMMISSION

AGENDA ITEM: **9**

MEETING DATE: April 10, 2019

DESCRIPTION: Trail Updates

SUMMARY:

- Staff continue to work on closing the missing trail gap, known as the Copper Ridge Connector, at 57th Street and the BNSF Railroad. Design is complete for the section at Sunset Vista Natural Area and we have begun the process of permitting with the BNSF Railroad. Staff has worked with the Copper Ridge Development through the City's development review process to secure the last stretch of missing trail connection.
- Crews have started updating and installing new Recreation Trail Kiosks. Maps will be added in the next couple of weeks to improve communications and provide better wayfinding for trail users.



Commission Action Recommended: Informational.