

EXHIBIT A

**LOT 114, SECTION 17, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH
PRINCIPAL MERIDIAN, OFFICIAL PLAT OF SURVEY IS ON FILE IN THE BUREAU OF
LAND MANAGEMENT, COUNTY OF BOULDER, STATE OF COLORADO;
SAVE AND EXCEPT ANY PORTION OF SAID LOT 114 LYING WITHIN FOURMILE
CANYON DRIVE.**

EXHIBIT B

In reference to the property described in Exhibit A to the attached Warranty Deed ("Property") from Robert Thomas participating in the federally-assisted acquisition project (the "Grantor"), and the County of Boulder, (the "Grantee" or the "County"), its successors and assigns, the undersigned Parties agree as follows:

Recitals

- A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;
- B. The mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;
- C. The State of Colorado has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement with FEMA which is incorporated herein by reference; making it a mitigation grant program grantee;
- D. The Property is located in Boulder County, and the County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;
- E. The County, acting by and through the Boulder County Board of County Commissioners, has applied for and been awarded federal funds pursuant to an agreement with the State of Colorado dated August 13, 2015 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;
- F. The terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved

parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. **Structures.** No new structures or improvements shall be erected on the Property other than:
- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. **Disaster Assistance and Flood Insurance.** No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. **Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
 - iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

- 5 **Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

[Signature Page to Follow]

Grantor:

RT

Robert Thomas

Date:

9/23/16

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 23rd day of September 2016, by Robert Thomas.

Witness my hand and official seal.

(SEAL)

[Signature]
Notary Public

My commission expires: 3/1/17

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134015234
MY COMMISSION EXPIRES 03/01/2017

GRANTEE:

COUNTY OF BOULDER, a body corporate and politic

By: *[Signature]*
Greg Jackson, CDBG-DR Buyout Project Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 23rd day of September 2016, by Greg Jackson, on behalf of Boulder County.

Witness my hand and official seal.

ANGIE MANSFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134015234
MY COMMISSION EXPIRES 03/01/2017

[Signature]
Notary Public

My commission expires: 3/1/17