

Change 14.a. as follows:

The Parties agree to cooperate to identify scope and assumptions necessary to then execute an IGA to fund an independent, third-party study to determine existing baseline light and noise conditions within the state natural area. In addition to determination of existing conditions, this study will also include guidance on defining adverse material impacts and identifying potential technological, operational, and locational options to minimize or reduce such impacts. The Parties will execute the IGA after the University has notified the City of its intent to construct recreation fields on the Property. No recreation or event facility or field will be constructed until the study is completed. The IGA will include the requirement that, if there are material adverse impacts to the state natural (as recommended by the study), the Parties will collaboratively attempt to minimize or reduce noise and light conditions to acceptable levels as established through the study at the University's expense. When constructed, any lighted Parks and Recreation Use or event facility will comply with a Setback of 250 feet from the state natural area and all then-existing dwelling units on adjacent properties existing as of the Effective Date of this Agreement.

Change 14.c. as follows:

~~The IGA will include the requirement that if the current conditions of noise and light degrade relative to the baseline established by the study referenced above due to development by the University, the Parties will collaborate to mitigate the impacts at the University's expense.~~ Upon commencing construction of Structures or lighted Parks and Recreation Uses within 50 feet of the border between the Open Space Zone and its Remaining Land Interest, the University will plant and maintain trees and shrubs along said boundary, to the reasonable and mutual satisfaction of the Parties. Additionally, the University will comply with the City's noise and outdoor lighting standards applicable to uses on the Remaining Land Interest.

Change 20. as follows:

20. The Development Zone. It is the intent to develop this area consistent with uses that create 15-minute neighborhoods, as envisioned by the Boulder Valley Comprehensive Plan, that are consistent with the University's visioning and master planning efforts, and which create a vibrant, mixed-use community that includes a balance of residential, academic/research, parks, recreational, cultural, commercial and other support facilities at a pedestrian scale. It is also the intent that the University will maximize energy efficiency in all CU South buildings and will strive to accelerate the timeline to achieve the 100 percent emissions reduction goal from CY05 baseline by 2050 as set forth in its 2021 Energy Master Plan. The following general development standards apply to the Development Zone:

Change 24.d. as follows:

In order to protect the safety of residents and guests, the University or Owner will employ physical and technological measures, such as radiofrequency identification (RFID)-activated

gates, to prevent use of the roadways of the Property as a Roadway Bypass (as herein defined below) similar to how the University manages traffic at other campus locations. Access will be rule based, non-transferrable and not to exceed trip caps as established in this agreement.

“Roadway Bypass” means an uninterrupted roadway on the Property between State Highway 93 and State Highway 157 (Foothills Parkway), the design of which would incentivize its use as a “shortcut” between State Highway 93 and State Highway 157.