

**ASSIGNMENT OF INTEREST IN  
DEED OF CONSERVATION EASEMENT  
Ensor Property**

THIS ASSIGNMENT OF INTEREST IN DEED OF CONSERVATION EASEMENT (the “**Assignment**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

- (i) **SOUTH METRO LAND CONSERVANCY**, a Colorado nonprofit corporation, P.O. Box 456, Littleton, Colorado 80160 (“**Assignor**”);
- (ii) **COLORADO OPEN LANDS**, a Colorado nonprofit corporation, having an address of 355 South Teller Street, Suite 210, Lakewood, Colorado 80226 (“**Assignee**”).
- (iii) **CITY OF LITTLETON**, a Colorado municipal corporation, having an address of 2255 W. Berry Avenue, Littleton, Colorado 80165 (“**Grantor**”), which has executed this Assignment for the purpose of acknowledging its consent to the Assignment.

The following exhibits are attached hereto and are incorporated by reference:

Exhibit A - Description of Property

Exhibit B – Approval of the State Board of the Great Outdoors Colorado Trust Fund

**RECITALS**

- A. Grantor conveyed a deed of conservation easement to South Metro Land Conservancy, a Colorado nonprofit corporation, as “**Grantee**” therein, encumbering the property described in **Exhibit A**, attached hereto and incorporated herein, and owned by the Grantor, which property is located in Arapahoe County, Colorado in the Deed of Conservation Easement recorded June 7, 2010 at Reception No. D0054059 in the records of Arapahoe County, Colorado (the “**Conservation Easement**”).
- B. Assignor now wishes to assign its interest in the Conservation Easement to the Assignee.
- C. By the terms and provisions of Paragraph 19 of the Conservation Easement, the Assignor is permitted to assign its interest in the Conservation Easement to an entity which: (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; (2) is authorized to accept and hold a deed of conservation easement under Colorado law; (3) agrees to assume responsibilities imposed on Grantee by the Conservation Easement; (4) is approved in writing by the State Board of the Great Outdoors Colorado Trust Fund (the “**Board**”); and (5) is approved by the Grantor in writing.
- D. The Assignee (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; (2) is authorized to acquire and hold conservation easements under Colorado law; (3) has agreed to assume all rights, responsibilities and obligations imposed on the Grantee by the Conservation Easement; (4) has been approved in writing

by the Board as shown on the attached **Exhibit B**; and (5) has been approved by the Grantor as evidenced by the Grantor's consent to this Assignment attached hereto.

- E. Assignee has executed this Assignment as Assignee of the interest of Assignor under the Conservation Easement and, by this Assignment, accepts the assignment of the interest of Assignor in the Conservation Easement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers all of its rights and obligations as Grantee under the terms of the Conservation Easement to Assignee.
2. Assignor's Warranty. Assignor represents and warrants that, to the best of its knowledge, no unresolved stewardship issues, actual violations or pending violations of the Conservation Easement exist as of the date the Assignment is recorded.
3. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Conservation Easement and agrees to carry out the conservation Purpose, defined in Section 1 of the Conservation Easement, which the Conservation Easement was originally intended to advance.
4. Release of Assignor. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement for all events arising after the recording of this Assignment. Assignee is hereby released from any and all obligations and liability of the Grantee under the terms of the Conservation Easement for events arising prior to the recording of this Assignment.
5. Notices. Any notice to be provided to the Grantee under Paragraph 22 of the Conservation Easement shall be provided to the Grantee as follows:

Colorado Open Lands  
355 South Teller Street, Suite 210  
Lakewood, Colorado 80226
6. Authority. Assignor and Assignee represent that they have full power and authority to execute and deliver this Assignment and perform their obligations under this Assignment, and that the individual executing this Assignment on behalf of each party is fully empowered and authorized to do so.
7. Effect of Assignment. As a result of this Assignment, Colorado Open Lands, a Colorado nonprofit corporation, is the Grantee under the Conservation Easement.
8. Complete Agreement; Recitals. This is the full and complete agreement between the parties concerning the assignment of Grantee's interest in the Conservation Easement. The Recitals above are an integral part of this Assignment and are incorporated into the Assignment.





**CONSENT TO ASSIGNMENT**

Grantor hereby consents to this Assignment of Interest in Deed of Conservation Easement from South Metro Land Conservancy, a Colorado nonprofit corporation, to Colorado Open Lands, a Colorado nonprofit corporation.

**GRANTOR:**

CITY OF LITTLETON,  
a Colorado municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Littleton, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Description of Property – 2 pages

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE SOUTH 37 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 571.65 FEET TO THE MOST EASTERLY CORNER OF PARCEL C, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARIES OF SAID PARCEL C THE FOLLOWING 2 COURSES:

- 1) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET;
- 2) SOUTH 42 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 413.97 FEET TO THE SOUTHEASTERLY BOUNDARY OF PARCEL D, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL D THE FOLLOWING 2 COURSES:

- 1) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 370.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL E, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL E THE FOLLOWING 3 COURSES:

- 1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 520.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL F, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL F THE FOLLOWING 3 COURSES:

- 1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 270.79 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 19 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 1362.42 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

GOCO Approval (attach copy)