

**ASSIGNMENT OF INTEREST IN
DEED OF CONSERVATION EASEMENT
Lee Gulch 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 located in Arapahoe County, Colorado in the Deed of Conservation Easement recorded June 22, 2009 at Reception No. B9066391 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 authorized to accept and hold a deed of conservation easement under Colorado law; (2) agrees to assume responsibilities imposed on Grantee by the Conservation Easement; and (3) is approved in writing by the State Board of the Great Outdoors Colorado Trust Fund (the “**Board**”).
- D. The Assignee (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is authorized to acquire and hold conservation easements under Colorado law; (2) has agreed to assume all rights, responsibilities and obligations imposed on the Grantee by the Conservation Easement and (3) has been approved in writing by the Board as shown on the attached **Exhibit B**; and (4) 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 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.

ASSIGNOR:

SOUTH METRO LAND CONSERVANCY,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of South Metro
Land Conservancy, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNEE:

COLORADO OPEN LANDS,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of Colorado Open
Lands, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
Description of Property

A PARCEL OF LAND SITUATED IN THE SE¼ OF SECTION 20, T.5S., R.68W., OF THE 6TH P.M., CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A PART OF LOT 1, BLOCK 1 SANTA FE HEIGHTS SUBDIVISION FILING NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°02'25"W A DISTANCE OF 391.21 FEET;
2. THENCE S44°02'25"W A DISTANCE OF 172.00 FEET;
3. THENCE S89°05'14"W A DISTANCE OF 520.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 THE FOLLOWING TEN (10) COURSES:

1. THENCE N50°50'15"E A DISTANCE OF 259.67 FEET;
2. THENCE N39°42'00"E A DISTANCE OF 135.00 FEET;
3. THENCE N25°24'08"E A DISTANCE OF 200.00 FEET;
4. THENCE N74°49'20"E A DISTANCE OF 120.00 FEET;
5. THENCE N34°47'37"E A DISTANCE OF 68.72 FEET;
6. THENCE N89°02'25"E A DISTANCE OF 59.29 FEET;
7. THENCE S20°51'50"E A DISTANCE OF 99.04 FEET;
8. THENCE S51°57'15"E A DISTANCE OF 55.00 FEET;
9. THENCE N90°00'00"E A DISTANCE OF 60.00 FEET;
10. THENCE S42°20'51"E A DISTANCE OF 134.48 FEET;

THENCE S01°11'06"W A DISTANCE OF 146.48 FEET; THENCE N89°02'25"E PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 220.59 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85 (SOUTH SANTA FE DRIVE); THENCE S06°54'47"W ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.52 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Board Approval (attach copy)