

DEED OF CONSERVATION EASEMENT

[Ensor Property]

3

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH GRANT #08676 ("GRANT") FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND ("BOARD") AND WITH FUNDS FROM THE ARAPAHOE COUNTY OPEN SPACE FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this 3rd day of June 2010, by the CITY OF LITTLETON, a Colorado municipal corporation, with an address of 2255 West Berry Ave., Littleton, Colorado 80165 ("Grantor"), in favor of South Metro Land Conservancy, a Colorado nonprofit corporation, having its address at P.O. Box 456, Littleton, Colorado 80160 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of seven and four-fifths (7.8) acres, more or less of certain real property in Arapahoe County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. Conservation Purposes. According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The Conservation Purposes set forth in this Section and referred to hereafter in this Deed are collectively referred to as the "Conservation Values." The Property possesses certain natural, aesthetic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the South Denver Metro Region, Arapahoe County, and the people of the State of Colorado. In particular the Property will provide public access for outdoor recreation and trail connections to the South Platte River valley for the use and enjoyment of the general public. Specifically, the Conservation Values of the Property are as follows:

Outdoor recreation and education of the general public [[§ 1.170A-14(d)(2)]. The Property will provide public access for passive outdoor recreation and education, as an addition to South Platte Park, for the use and enjoyment of the general public.

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property provides a critical wildlife corridor on the east side of the South Platte River, which is crucial as adjacent properties continue to develop.



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Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

Scenic enjoyment. The Property adds to the scenic character of the local landscape including the South Platte River basin and, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visually accessible to the general public from both South Platte Park and the Mary Carter Greenway, which are open to and actively utilized by residents of the City of Littleton, Arapahoe County and the State of Colorado.

Buffering and expansion of existing publicly-owned open space. The Property is immediately surrounded to the north, south and west by South Platte Park, which is previously dedicated public open space also owned by the Grantor. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

Clearly delineated government policy.

Arapahoe County has recognized the importance of the preservation of fragile ecosystems, natural areas, scenic vistas, and wildlife habitats and corridors to enhance the quality of life of the citizens of the County. Specifically, the Arapahoe County Comprehensive Plan, adopted June 19, 2001, the Natural and Cultural Resources and the Environment Policies 1.2 and 1.3, provide in part that the County desires to "conserve wildlife habitat and corridors;" "maintain significant views and ridgelines;" "support agricultural activities;" and "conserve prime agricultural lands."

The City of Littleton COMPLAN contains several open space and natural features goals and policies. Goal A seeks to "preserve and enhance the major natural features in the Santa Fe Corridor [including...] Lee Gulch, South Platte River, and South Platte Park." Policy 1 under this goal further states, "preserve the presence and visibility of, and provide visual connections to the foothills/mountains and South Platte River corridor...." Policy 2 states that the quality of these open spaces and natural features [should be preserved] utilizing selected acquisition, increased setbacks and/or land use controls."

Significant public benefit. There is a foreseeable trend of commercial and/or residential development in the immediate vicinity of the Property. If the Property were to be sold and developed instead of being protected by this Easement (defined below), there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values and provide an important wildlife corridor along the South Platte River.

C. The voters of Arapahoe County, Colorado, by approval of a referred measure on November 4, 2003, authorized the imposition of a sales and use tax for the purposes set forth in Arapahoe County Resolution Number 030381, including, but not limited to, the acquisition of open space or interests in open space, the development of trails, environmental education and passive outdoor recreation.

D. Grantor intends that the Conservation Values of the Property be preserved and protected in perpetuity, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement or with Arapahoe County Resolution Number 030381.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is the preservation of natural areas within the urban landscape to foster open space, scenic, and recreational opportunities and ecological well-being.

G. Grantee is also a charitable organization as required under C.R.S. § 38-30.5-101, *et seq.*, which provides for conservation easements to maintain land and water in a natural, scenic or open condition, for wildlife habitat, and other uses or conditions consistent with the protection of open land in Colorado.

H. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund (the "Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance. Specifically, this Property has been recently acquired as part of the South Platte Greenway Legacy Project which seeks to increase trail connectivity in the region, enhance the recreational experience along the Greenway, and conserve open space in the South Metro Region.

I. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to further the governmental policies stated herein by preserving and protecting the Conservation Values of the Property in perpetuity for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross, in perpetuity, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property, and to ensure that the Property is used in a manner consistent with this Easement and with Arapahoe County Resolution Number 030381, in perpetuity ("Purpose"). To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever.

Subject to the Purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Property's Conservation Values and to prohibit any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to maintain the Property as open space. Specifically, it is Grantor's intent to preserve and, where appropriate, to restore and enhance certain habitat values and natural attributes, scenic qualities, and outdoor recreational opportunities available to the general public. The Property will be annexed into the existing South Platte Park and managed according to the approved South Platte Park Management Plan.

2. Baseline Inventory: A written report has been prepared, reviewed, and approved by both parties, which documents the existing condition of the Property (the "Baseline Inventory Report"). A copy of the Baseline Inventory Report shall be kept on file with both parties and by this reference made a part hereof. Grantor and Grantee will jointly prepare an update to the Baseline inventory report within sixty (60) days of closing to document any changes in the condition of the Property between the completion of the Baseline Inventory Report and closing. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this grant, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from using evidence in addition to the Baseline Inventory Report to assist in resolving the controversy.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

a. To preserve and protect the Conservation Values of the Property;

b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor;

c. To prevent any activity on or use of the Property that is inconsistent with the language or purpose of this Easement; and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

4. Reserved Rights. Grantor reserves to itself, and to its agents, contractors, successors, and assigns, all rights to engage in the following uses of the Property and all activities reasonably incidental thereto provided that all uses of the Property shall be consistent with the Purpose of this Easement and shall not substantially diminish or impair the Conservation Values of the Property.

a. The use and enjoyment of the Property by the general public for open space, environmental education and non-commercial, non-motorized passive outdoor recreational activities. For purposes of this Easement, the term "passive outdoor recreational activities" shall mean and include walking, running, picnicking, relaxing, photography, wildlife and scenery viewing, and other similar activities, but shall specifically not include sports fields/courts or recreation centers.

b. To construct, repair, maintain, and use soft surface trails, and associated benches and signage.

- c. To erect fencing for resource and recreation management purposes.
- d. To remove and manage noxious and nuisance weeds.
- e. To manage wildlife under circumstances where public health and safety are in jeopardy and for natural resource purposes in cooperation with the Colorado Division of Wildlife. Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing; provided, however, that wildlife management on the Property shall not impair or significantly impact the Conservation Values, nor interfere with the public recreation use of the Property.
- f. To provide access to the well and pipeline according to the terms, conditions, provisions, easements and obligations as contained in Special Warranty Deed recorded JUNE 7 2010, at Reception No. D0053959 (the "Access Documents").

5. Prohibited and Restricted Uses. Any use of the Property not expressly allowed under Paragraph 4 of this Easement ("Reserved Rights") or otherwise inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted in the manner described below:

a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement is prohibited, except as may be allowed under Paragraph 4 above. No residential or commercial buildings, structures, or improvements shall be permitted. Permitted improvements may only be built with Grantee's prior written approval, which approval shall be granted within a reasonable time, unless Grantee determines that the proposed improvement will substantially diminish or impair the Conservation Values of the Property.

c. Storage. Storage of materials is prohibited except for storage of certain materials reasonably necessary to facilitate the use of the Property for the uses allowed by Paragraph 4, for a reasonable period of time to facilitate construction of permitted improvements and maintenance of the Property.

d. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

e. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. The cutting of any trees shall be

conducted in a manner that does not impair the Property's Conservation Values or other significant conservation interests.

f. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

g. Paving and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material.

h. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

i. Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. If motorized vehicles are used for maintenance in a manner that diminishes the Conservation Values, Grantor agrees, at its sole expense, to restore and promptly and diligently re-vegetate the Property with native seed or vegetation. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited. Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any other use that is permitted under this Easement.

j. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

k. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property.

l. Sports Fields/Courts. The Property shall not be used for sports fields or courts.

6. South Platte Park Management Plan. The Property shall be operated and managed as part of South Platte Park in accordance with a land management plan that is designed to protect the Conservation Values of the Property ("Management Plan"). A copy of the South Platte Park Management Plan shall be delivered to the Grantee within one year of the date of this Deed. Grantor and Grantee shall update and approve the final language of the section of the Management Plan that affects the Property at least every five years.

7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefor, in accordance with the notice requirements set forth in Section 7 above. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the language or purpose of this Easement.

9. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation or to take such other action as may be reasonable or necessary to eliminate the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Except that, if in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without resorting first to mediation. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorney fees shall be borne by Grantor. Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

11. Grantee's Discretion. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Access. Grantor shall permit the general public to access the Property on such terms and conditions as Grantor deems appropriate.

14. Restoration and Maintenance. Grantor shall maintain the Property in good

condition and in a manner consistent with the Conservation Values. Notwithstanding any provisions of the Access Documents to the contrary, Grantor shall also maintain the portion of the Property included in the Access Documents in good condition and in a manner consistent with the Conservation Values.

15. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. Hold Harmless. Grantor shall hold harmless Grantee and the Board, and their respective members, directors, officers, employees, agents, and contractors, 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, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee or the Board, nor shall Grantee or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Section 18 below, Grantee shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the "Easement Value Ratio"). The Easement Value Ratio shall be used to determine the Grantee's compensation according to the following Section 18. Further, it is the parties' intent that this interest shall "run with the land," and shall be enforceable against any and all subsequent owners of the Property or successors or assigns of Grantor.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can 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 party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantee's compensation shall be an amount at least equal to the Easement Value

Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. The Board shall be entitled to receive thirty nine percent (39%) of Grantee's compensation and Arapahoe County (hereinafter "the County") shall be entitled to receive twenty two percent 22% of Grantee's compensation. Upon receipt of any such compensation, Grantee shall promptly remit the Board's share of these proceeds to the Board. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement.

19. Assignment.

a. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that:

(1) is 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;

(2) is authorized to acquire and hold conservation easements under Colorado law;

(3) agrees in writing to assume the responsibilities imposed on Grantee by this Easement;

(4) is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction; and

(5) is approved in writing as a transferee by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

b. The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section 19.b, the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to its reasonable satisfaction, the Board may require that Grantee assign this Easement to an organization designated by the Board that complies with Section 19.a.(1), (2), and (3) above.

c. If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

d. Upon compliance with the applicable portions of this Paragraph 18, the parties shall record an instrument completing the assignment in the records of the county or counties in

which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, except conveyance of a leasehold interest that is no longer than one year in duration and is otherwise consistent with the terms of this Easement. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Additional Board Refund. The Board's Grant will provide partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond the Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16 above.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale, which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board.)

22. Notices. Any notice, demand, request, consent, approval, or communication that either party or the Board is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Manager
City of Littleton
2255 West Berry Ave.
Littleton, Colorado 80165

To Grantee:

South Metro Land Conservancy
P.O. Box 456
Littleton, Colorado 80160

with a copy to:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80166

To the Board:

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

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

23. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

24. Recording. Grantee shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the

purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

e. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

f. Non-Merger. If Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantee first transfer the Easement to another qualified organization consistent with Section 19 above.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided that a transfer is permitted by this Deed, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, the County, and the Board and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, the County, and the Board, or their successors and assigns.

k. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (e) receives the Board's prior written approval in its sole discretion. Any amendment must

be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. In order to preserve the Easement's priority, the Board may require that the Grantee obtain subordinations of (i) any liens, mortgages, or other monetary encumbrances, and (ii) any easements and other nonmonetary encumbrances arising after the conveyance of this Easement but before the proposed amendment. For the purposes of the Board's approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment.

1. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

m. 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 Colorado Department of Natural Resources or its successor.

n. Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

CITY OF LITTLETON

SOUTH METRO LAND CONSERVANCY

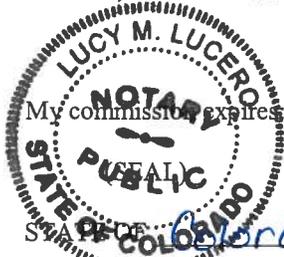
By: Doug Clark
Name: Doug Clark
Title: Mayor
Date: 6/3/2010

By: Barbara A. Sheffield
Name: Barbara A. Sheffield
Title: Board member
Date: 6/3/2010

ACKNOWLEDGMENTS

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

This instrument was executed before me a Notary Public on this 3rd day of June 2010, by Doug Clark, as Mayor of the City of Littleton, a Colorado municipal corporation.



Lucy M. Lucero
NOTARY PUBLIC

My Commission Expires July 2, 2013

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

This instrument was executed before me a Notary Public on this 3rd day of June, 2010, by Barbara A. Sheffield, as Board member of South Metro Land Conservancy, a Colorado nonprofit corporation, on behalf of said corporation.



Lucy M. Lucero
NOTARY PUBLIC

My Commission Expires July 2, 2013

APPROVED AS TO FORM:
Kurtis Crawford
Littleton City Attorney
Date:

Exhibit A
Property Description

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; _

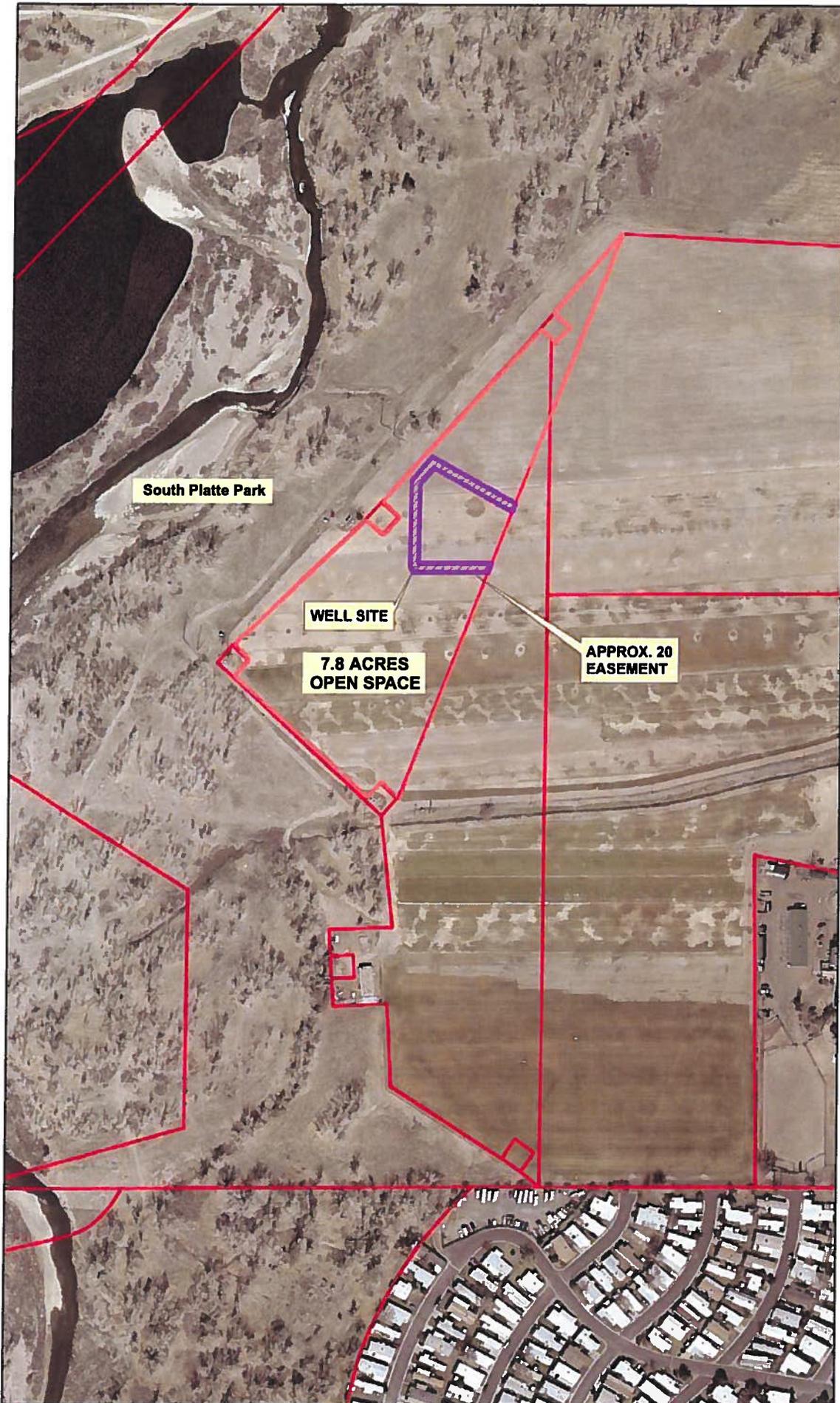
3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426; _

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. _

LEGAL DESCRIPTION PREPARED BY: _
AARON D. WILLIS, PLS NO. 37064 _
FOR AND ON BEHALF OF: _
AZTEC CONSULTANTS INC. _
300 EAST MINERAL AVENUE, SUITE 1 _
LITTLETON, CO 80122 _
303-713-1898

Exhibit B
Property Map



South Platte Park

WELL SITE

**7.8 ACRES
OPEN SPACE**

**APPROX. 20
EASEMENT**



NOT TO SCALE