

## DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by ADAMS COUNTY, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 (“Grantor”), in favor of the CITY OF COMMERCE CITY, a Colorado home rule municipality, having its address at 7887 East 60<sup>th</sup> Avenue, Commerce City, Colorado 80022-4199 (“Grantee”).

### RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property in Adams 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. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor’s intent to utilize the property as open space.
- C. The Property possesses natural, scenic, open space, and/or recreational values (collectively, “Conservation Values”) of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
  - 1) ***Relatively Natural Habitat*** [§ 1.170A-14(d)(3)]. The Property provides critical connectivity for wildlife, as it is adjacent to the Riverdale Regional Park and sits along the South Platte River corridor. The property contains floodplain forest used by birds for nesting and roosting sites. The property is primarily in the floodplain of the South Platte River, and is home to a riparian habitat and a major wildlife migration corridor.
  - 2) ***Open Space*** [Treas. Regs. § 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public, is pursuant to a clearly delineated federal, state or local governmental conservation policy, and will yield a significant public benefit.
    - a. ***Scenic Enjoyment.*** The Property adds to the scenic character of the local suburban landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. A large portion of the

Property is visible to the general public from Riverdale Road and E-470, which border the Property. These roads are open to and actively utilized by residents of Adams County and the State of Colorado. Preservation of the Property will continue to provide an opportunity for the general public to appreciate the unobstructed scenic views it provides of an open and undeveloped landscape, and it will maintain the geological character of the historical landscape. Visual resources include grasslands, shrublands, and floodplain forest. Views of the Property are largely free of development, and the Property provides relief from urban closeness associated with the growing Denver metropolitan area. The terms of this Deed do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.

- b. ***Clearly Delineated Government Conservation Policy.*** Protection of the Property furthers the specific objectives of a clearly delineated government conservation policy. These include federal, state, and county policies, such as:
- Colorado Department of Agriculture statutes, Colorado Revised Statutes § 35-3-102(a), which provides, in part, that "the soil resources and fertility of the land, and the ... prosperity of the farming population ... and the waters of the rivers ... are matters affected with a public interest."
  - Colorado Department of Agriculture statutes, Colorado Revised Statutes §35-3-102(b), provides, in part, that the "welfare of this state has been impaired ... by destruction of its soil fertility, by uneconomic use and waste of its land, by exploitation and wasteful ... use of its soil resources."
  - Colorado Revised Statutes § 38-30.5-102, provides for the establishment of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."
  - Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes § 33-1-101 and § 33-10-101, which provide, respectively, that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors" and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit,

and enjoyment of the people of this state and visitors of this state."

- The Adams County *Open Space, Parks & Trails Master Plan*, adopted in 2012, "recommends prioritizing land between the Regional Park and Ken Mitchell Open Space for conservation."

c. ***Significant Public Benefit.*** Due to its proximity to both the City of Brighton and the City of Thornton, there is a strong likelihood the Property would be developed if left unprotected, which would in turn lead to or contribute to the degradation of the scenic and natural character of the surrounding area. There is a foreseeable trend of intense development in the vicinity of the Property in the near future. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values. The Property also lies adjacent to the Adams County Regional Park and Fairgrounds, and thereby serves as a critical buffer area to those public lands.

- D. Grantor intends that the Conservation Values of the Property be preserved and protected, 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. The parties acknowledge and agree that the current land use patterns, including, without limitation, improvements located on the Property at the time of this grant, do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.
- 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 municipal government, qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.
- G. Grantee is qualified to hold conservation easements as a governmental entity under C.R.S. 38-30.5-104. Grantee has an Open Space Program whose primary purpose is to preserve natural open space, improve the quality of life in communities and protect natural and historic resources for future generations.
- H. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property 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 PERPETUAL conservation easement 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 in perpetuity. 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 which do not substantially diminish or impair the Property's Conservation Values and to prevent 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 preserve the Property in its natural, scenic, and/or open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Property's Conservation Values.

2. Baseline Documentation Report. The Conservation Values of the Property, its current use and state of improvement, are described in a Baseline Inventory prepared by Grantor, which report describes the present condition of the Property, and has been approved by both Grantor and Grantee (the "Baseline Inventory Report"). The report was prepared by ERO Resources, Inc., is dated May 10, 2019, and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. Grantor and Grantee have executed an acknowledgment of the Baseline Inventory Report, which indicates that the Baseline Inventory Report accurately depicts the present conditions of the Property as of the date of this Deed, and which acknowledgment is attached as Exhibit C hereto and made a part of this Deed. A copy of the Baseline Inventory Report will be maintained in the office of Grantee and by Grantor.

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, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. 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, its successors and assigns, all

rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. Without limiting the generality of the foregoing, the Grantor reserves the right to permit members of the public to engage in non-commercial, non-motorized passive recreational activities, such as biking, horseback riding, hiking, cross-country skiing, and other similar low-impact recreational uses. Other agreed upon reserved rights are as follows:

- a. Grantor reserves the right to develop the property for passive recreational purposes including the construction, installation, maintenance and replacement of: interpretive signage, hard and soft surface trails, pedestrian bridges, wildlife or scenic viewing platforms, and educational kiosks. Grantor agrees to minimize the impacts of this maintenance and construction so as not to substantially diminish or impair the Property's Conservation Values.

5. Prohibited and Restricted Uses. Except as provided in paragraph 3 above, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved by Grantor 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. New Structures and Improvements. Under no circumstances shall any recreational building, structure or improvement, except as provided in paragraph 4, be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges. No new residential buildings shall be allowed.
- c. Fences. The construction or reconstruction of any fences shall not be permitted, except to repair or replace existing fences, to build new fences for purposes of reasonable and customary management of livestock and wildlife; to build, repair or replace fences for purposes related to future trails located on 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. No commercial timber harvesting shall be allowed.

- f. Mining. Grantor shall be prohibited from, and shall prevent to the extent of Grantor's ownership and/or control of surface or subsurface mineral rights, any mining activity and mineral exploration on the Property, including, but not limited to, the exploration, development, mining or other extraction of minerals, coal, peat, sand, gravel, rock or soil and the exploration, development, mining or other extraction of hydrocarbons and geothermal resources. .
  - g. Trails, Paving, and Road Construction. No portion of the Property shall be paved nor shall any road be constructed without the prior written approval of Grantee. Grantor reserves the right to install, maintain, and replace hard and soft surface trails. Additionally, nothing herein shall be construed so as to cause the Grantor to be in violation of the Americans with Disabilities Act.
  - h. Recreation. Low-impact recreational uses such as wildlife watching, horseback riding, hiking, mountain biking, and cross-country skiing are permitted, provided they are consistent with the Purpose.
  - i. 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 strictly prohibited.
  - j. Motorized Vehicles. Grantor is permitted to use motorized vehicles on Unimproved Roads and otherwise on and about the Property in a manner consistent with the Purpose, to support the Property's permitted agricultural uses, the Property's management, and for cases of emergency, such as fire or other natural disaster. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.
  - k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.
  - l. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs, signs advertising a permitted use of the Property, and signs informing the public of the status of ownership. Grantor also reserves the right to erect regulatory, trail and interpretive signs. No signs shall significantly diminish or impair the Conservation Values of the Property. Grantor shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by Grantee, identifying the public investment in this Property to the public.
6. 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 sixty (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.

7. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

8. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor 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 (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. When, 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. 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.

9. Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any suit brought by Grantee to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fee, shall be borne by Grantee.

10. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and 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.

11. Waiver of Certain Defenses. 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. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage.

14. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate.

15. Hold Harmless. To the extent allowed by Law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, 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 7 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, nor shall Grantee 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.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to fifty seven and four tenths percent (57.4%) of the full fair market value of the Property, as unencumbered by this Easement. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the full fair market value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor's appraisal to the contrary.

17. 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, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be fifty seven and four tenths percent (57.4%), an amount equal to the Grantee's real property interest in the property, 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. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Resolution 99-1 which can be found on file with the Adams County Clerk and Recorder's Office at Reception Number C0590506.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) 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, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

19. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee 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.

20. Notices. Any notice, demand, request, consent, approval, or communication that either party 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: Adams County  
4430 South Adams County Parkway  
Brighton, CO 80601

To Grantee: City Manager  
City of Commerce City  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022-4199

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

21. 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.

22. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

23. Recording. Grantee shall record this instrument in 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.

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, 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. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. 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.

g. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.

h. 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.

i. Termination of Rights and Obligations. 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.

j. 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.

k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor and Grantee 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 and Grantee.

l. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its

perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

m. 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.

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.

**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

**GRANTEE:**

CITY OF COMMERCE CITY, COLORADO

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney's Office

## **Exhibit A**

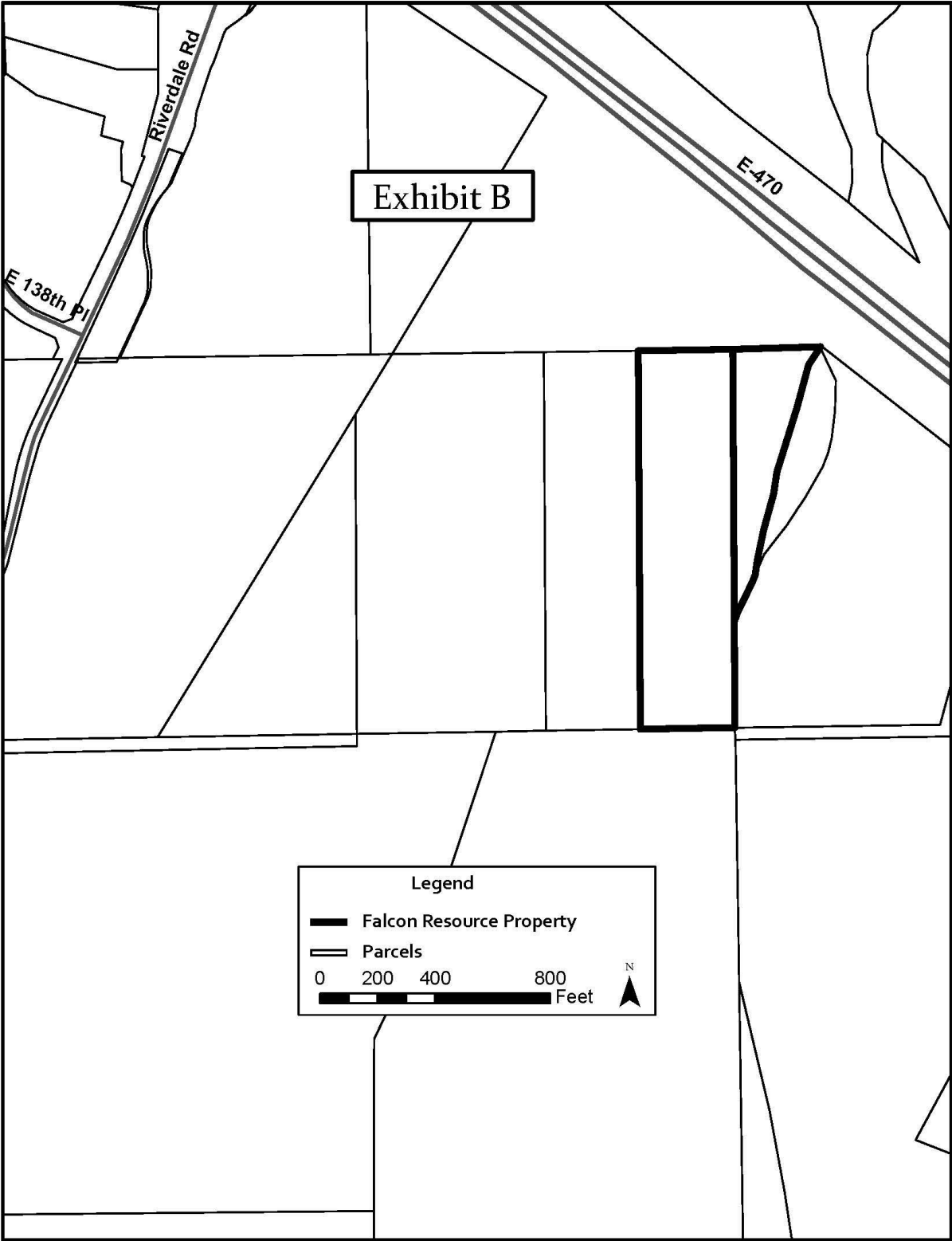
### **PARCEL A:**

ALL THAT PART OF THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH  
PRINCIPAL MERIDIAN, LYING WESTERLY OF THE SOUTH PLATTE RIVER.  
EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED APRIL 18, 1989 IN  
BOOK 3555 AT PAGE 369; AND  
EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED MARCH 21, 2006  
UNDER RECEPTION NO. 20060321000283300, COUNTY  
OF ADAMS, STATE OF COLORADO.

### **PARCEL B:**

THE EAST 1/2 EAST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 OF SECTION 23,  
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH  
PRINCIPAL MERIDIAN,  
EXCEPT ANY PORTION DESCRIBED IN DEED RECORDED APRIL 18, 1989 IN  
BOOK 3555 AT PAGE 369, COUNTY OF ADAMS,  
STATE OF COLORADO.

Exhibit B



## Exhibit C

### Acknowledgment of Baseline Report

*Grantor and Grantee acknowledge that each has read the Baseline Documentation Report for the 14-acre, more or less, Falcon Resources Property dated May 10, 2019, and that the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.*

GRANTOR

GRANTEE

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_