

**Heine Wildlife Sanctuary
AMENDED AND RESTATED
DEED OF CONSERVATION EASEMENT**

Pursuant to the requirements of Section 13 (Transfer of Property) of this Deed, any time the Property or a permitted portion thereof is transferred by Grantor to any third party, Grantor shall pay a fee of $\frac{1}{4}$ of 1% of the sale price to Grantee and notify Grantee.

THIS DEED OF CONSERVATION EASEMENT ("Deed" and "Easement") is granted on this 1st day of February, 2018, by Karin Heine, whose address is 4596 Parfet Street, Wheat Ridge, Colorado 80023 ("Grantor"), to COLORADO OPEN LANDS, a Colorado non-profit corporation ("Grantee"), whose address is 1546 Cole Blvd, Suite 200, Lakewood, Colorado 80401 (individually a "Party" and collectively the "Parties").

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

Exhibit A: Legal Description

Exhibit B: Map

Exhibit C: Dedicated Water Rights

Exhibit D: Sample Notice of Transfer of Property

RECITALS:

A. Description of Property. Grantor is the owner of the fee simple interest in the subject Property legally described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and made a part of this Deed, which consists of approximately 3.7 acres of land ("Existing Conservation Area") together with two shares of the Brown and Baugh Ditch and two shares of the Lane Ditch as described in **Exhibit C** ("Existing Dedicated Water Rights") that are subject to that certain Deed of Conservation Easement recorded on April 11, 2003 at Reception No. F1723481 of the records of the Jefferson County Clerk and Recorder's Office ("First Conservation Easement"). Grantor is also the owner of the fee simple interest in the subject property legally described in **Exhibit A** and depicted in **Exhibit B**, which consists of approximately 8.26 acres of land ("New Conservation Area") and additional water rights as further described in **Exhibit C** ("New Dedicated Water Rights"). The Existing Conservation Area and the New Conservation Area, together with existing improvements [as further described in Section 4(A)] and the Existing Dedicated Water Rights and the New Dedicated Water Rights, and mineral rights owned by Grantor located in Jefferson County, State of Colorado shall collectively be known as the "Property".

B. Amended and Restated Easement. This Deed grants a new conservation easement to encumber the New Conservation Area which was not encumbered by the First Conservation Easement. The parties intend that this Deed encumber the Property and amend and restate the First Conservation Easement in its entirety. The parties further intend that upon execution and

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recordation of this Deed, the First Conversation Easement will be superseded and replaced in its entirety by this Deed, and will have no further force or effect.

Upon execution and recordation of this Deed, the Original Deed is hereby amended and restated in its entirety by this Deed, and the Original Deed shall be superseded by this Deed and have no further force or effect; provided, however, that such amendment and restatement shall not interrupt the perpetual duration of the Original Deed or the property rights which vested in Grantee upon the recording of the Original Deed.

C. **Qualified Organization.** Grantee is a "qualified organization," as defined in §170(h)(3) of the I.R.C. and Treasury Regulation § 1.170A-14(c) and is a charitable organization as required under § 38-30.5-104 (2) of the Colorado Revised Statutes (C.R.S.), is certified to hold conservation easements for which a state tax credit is claimed by the State of Colorado's Division of Real Estate as outlined in C.R.S. §12-61-724 and in Rule 2.1 of the Code of Colorado Regulations, *Qualifications for Certification to Hold Conservation Easements* (4 CCR 725-4, Rule 2.1), for the current year. Grantee is also accredited by the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance, at this time. Further, Grantee's mission is to preserve the significant open lands and natural heritage of Colorado through private and public partnerships, innovative land conservation techniques and strategic leadership, and it possesses the resources and commitment to protect and defend the conservation purposes of this grant.

D. **Conservation Values.** The conservation values set forth in this subsection may hereinafter be collectively referred to as the "Conservation Values." The Conservation Values are listed below in order of priority. The Property serves as relatively natural habitat for wildlife and possesses both open space scenic and agricultural qualities. These Conservation Values are of great importance to Grantor, the people of the City of Wheat Ridge, Jefferson County, Colorado, and the people of the State of Colorado:

D1. *Relatively Natural Habitat* [§ 1.170A-14(d)(3)]. In accordance with the Internal Revenue Code (IRC) and Treasury Regulation 1.170A-14(d)(3) regarding the protection of an environmental system, this Property provides a significant relatively natural habitat in which wildlife lives. Portions of the Property have been planted with vegetation that attracts bees and other pollinators. The presence of irrigation land supports extensive growth of native plains cottonwoods, and other trees and shrubs that provide habitat for wildlife, particularly migratory birds. There are many wildlife species present that are adapted to open, but urban settings, such as mule deer, red fox and red-tailed hawk. The Property is adjacent to, and buffers and enhances a 3.7 acre protected parcel, also owned by the Grantor. This adjacent parcel has been certified by the National Wildlife Federation as an official "Backyard Wildlife Habitat".

D2. *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.

D.2.1. 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. The Property is readily visible to the general public from adjacent public roads, including both Oak and Parfet Streets in the City of Wheat Ridge which are open to and actively utilized by residents of Jefferson 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. Further, preservation of the Property will serve to both maintain the wildlife-habitat, agricultural, and scenic characteristics and to provide relief from increasing development in the area. The scenic importance of the Property will also increase over time as the Property's current land uses are developed, and as further development takes place in neighboring portions of the City of Wheat Ridge. Last, 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.

D.2.2. Agriculture. A portion of the Property is currently used for agricultural purposes including irrigated and dryland crop production, livestock grazing, and apiary or bee keeping. These uses are compatible with other land use in the vicinity, as several adjacent properties are also used for agricultural production. The Property's conservation adds to the open space character of the landscape in the City of Wheat Ridge, Colorado, particularly by the continuation of agricultural land uses. The Property is currently used for raising of livestock and hay production. The Property is zoned as Agricultural-1 by the City of Wheat Ridge, and has agricultural water rights that will be donated as a part of this conservation easement. According to the Natural Resources Conservation Service, the Property has Loveland Variant soil, classified as a Class III soil, or Class II soil if irrigated, and much of the Property is irrigated. Loveland Variant soil is further classified by the Natural Resources Conservation Service as a "prime farmland" soil, and as further defined in the Farmland Policy Protection Act of 1981 (7 CFR 658).

The provisions of this Deed ensure that the Property will be available for agricultural production in accordance with I.R.C. §170(b)(E)(iv)(II). In particular, although the following land uses are not currently practiced on the Property, permanent protection of the Property will keep this land available for a community garden and community farm, as well as an outdoor education facility.

D.2.3. Clearly Delineated Government Conservation Policy. Protection of the Property furthers the specific objectives of clearly delineated government conservation policies at the federal, state, and local levels and provides a significant public benefit.

D.2.3.1. Federal legislation supports conservation of the Property through the Pension Protection Act and supports the Property's protection through Section 170(b)(1)(E)(iv) of the Internal Revenue Code (I.R.C.), as amended by the 2006 Pension Protection Act and extended to make the incentive permanent, which law creates a greater tax deduction and carry forward period for landowners conserving their properties through the use of perpetual conservation easements, with even greater tax benefits available to agricultural landowners provided that

the conserved property remains available for either agricultural or livestock production, or both. The Property's protection with this Easement for wildlife and agricultural purposes furthers this policy's objective by actively encouraging uses for agriculture, and by requiring that the land remain available for agriculture when not in active use.

The government of the United States provides further support for agriculture conservation through the Agricultural Conservation Easement Program, Title XII, Subtitle H, Section 2401 of the Food, Conservation, and Energy Act of 2014, Public Law 113-79, 16 U.S.C. 3865 and 3865b authorizes the Agricultural Conservation Easement Program under which the Secretary of Agriculture, acting through the Natural Resources Conservation Service, on behalf of the Commodity Credit Corporation, facilitates and provides funding for the purchase of conservation easements for the purpose of protecting agricultural uses and related Conservation Values of eligible land by limiting nonagricultural uses of the land. The Property's protection with this Easement for wildlife and agricultural purposes furthers this policy's objective by protecting agricultural and related uses of the land.

D.2.3.2. State Policy Concerning Conservation Easements. The State of Colorado has provided incentive for Colorado landowners to protect their land with conservation easements created pursuant to C.R.S. §§38-30.5-101 *et seq.*, the enactment of which provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land having wholesome environmental quality or life-sustaining ecological diversity." The State of Colorado has provided further incentive for Colorado landowners to protect their land with conservation easements created pursuant to C.R.S. §§38-30.5-101 *et seq.* and §170(h) of the I.R.C. with the enactment of the Conservation Easement Credit Against Income Taxes, C.R.S. §39-22-522, which provides a transferable tax credit for qualifying grants of conservation easements in gross.

The State of Colorado also has provided incentive for Colorado landowners to protect their land with conservation easements through the enactment of C.R.S. §§33-1-101, *et seq.*, which provides in relevant part that "it is the declared 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."

The Colorado Department of Agriculture Statutes, C.R.S. §§35-1-101 *et seq.*, provide in part that "it is the declared policy of the State of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products."

D.2.3.3. Local Supporting Government Policy. The City of Wheat Ridge has developed goals and policies that support the voluntary preservation of private lands. Specifically the 2000 City of Wheat Ridge Comprehensive Plan, states as Goal 13 to "Recognize the fragility of the environment by allowing only

those land uses that cause a minimum harm to the environment and adopt policies that protect Wheat Ridge's dwindling supply of open space and promote its preservation." In support of this goal, Policy 13.5 provides to "Promote the preservation of open space by private landowners through mechanisms such as acquisition, conservation easements, land trusts, and life estates by accessing programs and funding from non-profit organizations." Policy 13.6 provides in relevant part to "Develop a system of incentives to include conservation easements ... as a means of preserving open space and agricultural land." After the grant of conservation easement in 2003, the City of Wheat Ridge rezoned the Existing Conservation Area to the "Conservation District". According to the City of Wheat Ridge Zoning Code, the Conservation District is described, as follows: Purpose: This district is established to provide a zoning classification for natural areas held by individuals, corporations or governments, individually or in combination, for natural resource and conservation purposes in an undeveloped state.

- B. Permitted uses, private property:
 - a. Open space.
 - b. Wildlife habitat.
 - c. Scenic view corridors.
 - d. Riparian habitat.
 - e. Underground utility lines.
 - f. Perimeter fencing.

By means of this seldom used zoning classification, the City of Wheat Ridge has clearly recognized the Conservation Values of the Existing Conservation Area, and the efforts made by the Grantor to preserve this site (City of Wheat Ridge 2016b).

The 2014 Jefferson County Open Space Master Plan identifies the following as priorities for land preservation:

- 1. Natural Resources
 - a. Critical Biological Resources identified in the Colorado Natural Heritage Program Study
 - b. Habitat for Threatened, Endangered species and species of concern and rare plant communities
 - c. Conservation that creates or sustains continuous wildlife corridors
 - d. Significantly biodiverse areas
 - e. Jeffco Open Space Conservation Study Areas
 - f. Water and mineral rights
- 2. Nature-Based Experiences
 - a. Regional trails that link multiple jurisdictions (e.g., Peaks to Plains Trail)
 - b. Park to Park trails that connect Jeffco Open Space and other public parks (e.g., White Ranch Park to Golden Gate Canyon State Park)
 - c. Additional trails within Jeffco Open Space Parks
 - d. Community and neighborhood access to nature-based experiences, outdoor recreation, open space and parklands

The Property supports 1a, as it is entirely within the Prospect Park Potential Conservation Area identified by the Colorado Natural Heritage Program and will be available to support 2d due to its location in a neighborhood setting.

D.2.3.4. Significant Public Benefit. There is existing and a foreseeable trend of development in the vicinity of the Property in the near future. As such, there is a strong likelihood that the Property would be developed if left unprotected, which would in turn lead to or contribute to the degradation of the scenic, agricultural, and natural character of the Property within the surrounding area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values. Further, preservation of the Property will serve to both maintain its natural and agricultural character and provide relief from increasing residential development in the area. Last, 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.

E. Documentation of Present Conditions. Pursuant to §1.170A-14(g)(5) of the Treasury Regulations and in order to document the condition of the Property as of the date of this Deed, a report has been prepared by Michael Figgs, and dated April 11, 2003, and updated January, 2017 (“Present Conditions Report”). The Present Conditions Report contains natural resources inventories and also document the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Present Conditions Reports are acknowledged by Grantor and Grantee as an accurate representation of the Property at the time of the transfer. The Present Conditions Reports have been provided to both parties 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. However, the Present Conditions Reports are not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.

F. Charitable Donation. Grantor intends to create a conservation easement pursuant to §170(h) of the I.R.C. of 1986, as amended; §1.170A-14 of the Treasury Regulations; and §38-30.5-101 of the Colorado Revised Statutes, and hereby makes a charitable gift of the property interest conveyed by this Deed to Grantee.

ACKNOWLEDGEMENT OF PURPOSE AND INTENT

As a guide to the interpretation of this Deed and administration of this Easement, the Parties, for themselves, and for their successors and assigns, expressly declare their agreement and dedication to the following purpose and intent:

- I. **Purpose.** The purpose of this Easement is to preserve and protect the Conservation Values in perpetuity in accordance with I.R.C. §170(h), Treasury Regulation § 1.170A-14, and C.R.S. §38-30.5 (“Purpose”). The Conservation Values are prioritized in order to guide: (1) the perpetual protection and management of potentially conflicting Conservation Values; and, (2) the approval, amendment, and termination requests relating to potentially conflicting Conservation Values. Conservation Values shall be re-prioritized following impossibility or non-existence of protecting a Conservation Value

such that the remaining Conservation Values take the place of the impossible or non-existent Conservation Value in order of their original priority as relates to the remaining Conservation Values, as described hereafter.

The priority of Conservation Values is as follows: the primary purpose of this Easement is to protect the Property's wildlife habitat Conservation Value; the secondary purpose of this Easement is to protect the Property's agricultural Conservation Value, including the potential for community gardens or urban food supply; and the tertiary purpose of this Easement is to protect the Property's scenic Conservation Value. This priority shall be given due regard by Grantee when considering enforcement pursuant to Section 9 herein, amendment pursuant to Section 11 herein, termination pursuant to Section 16 herein, approval pursuant to Section 21 herein, and if or when proposed or existing uses of the Property come into conflict under this Deed.

Should the Property's use for the primary purpose become impossible to achieve, the Property shall continue to be protected for the secondary and tertiary purposes, and remain available for the primary purpose. Should the Property's use for the secondary purpose become impossible to achieve, the Property shall continue to be protected for the tertiary purpose, and remain available for the primary and secondary purposes. Should the Property's use for all of the listed purposes become impossible, the parties shall proceed in accordance with Sections 16 and 17 below, and consistent with applicable laws, to continue to honor the purposes set out for protection by this Deed.

It is also the purpose of this Deed to permit residential, educational, and other uses of the Property that are not inconsistent with the foregoing goals, the preservation and protection of the Conservation Values, or that are not otherwise specifically prohibited by this Deed.

- II. **Intent.** The intent of the Parties is for Grantor to voluntarily grant and for Grantee to voluntarily accept an unrestricted gift of real property that makes possible without requiring continued use of the Property for wildlife habitat, open space agricultural, scenic, residential, recreational, or educational, purposes, subject to the limitations described herein, in order of priority as described above ("Intent"). In this Deed, "consistent with the Purpose" shall mean acts on and uses of the Property that do not have significant negative impact or permanent negative impact on the Conservation Values as determined by Grantee in its sole discretion. Nothing in this Deed is intended to require a specific use of the Property, such as agriculture, or public access, although the Property shall remain available for agriculture. It is also the purpose of this Deed to permit other uses of the Property that are consistent with the foregoing goals.
- III. **Acknowledgment.** Grantee acknowledges pursuant to IRC Section 170(f)(8) that: (i) this Deed constitutes contribution of a conservation easement in the Property as described herein; and (ii) Grantee provided no goods or services in consideration, in whole or in part, for the contribution.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. **Conveyance of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, this Easement, an immediately vested interest in real property, in perpetuity.
2. **Rights Conveyed to Grantee.** To accomplish the Purpose, the following rights are hereby conveyed to Grantee, its employees and its representatives:
 - 2.1. To preserve and protect the Conservation Values;
 - 2.2. To prevent acts on or uses of the Property that are not consistent with the Purpose and, except as limited by Section 7 (Responsibilities of the Parties Not Affected) of this Deed, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent act or use;
 - 2.3. To enter upon the Property in order to monitor Grantor's compliance with the terms of this Deed pursuant to Section 8 (Monitoring) of this Deed, and to enforce the terms of this Deed pursuant to Section 9 (Enforcement) of this Deed.
 - 2.4. To have all Development Rights as defined in Section 14 (Development Rights) of this Deed, except as specifically reserved by Grantor herein.
 - 2.5. To have all other rights conveyed by this Deed.
3. **Rights Retained by Grantor.** Grantor retains the right to perform any act not specifically prohibited or restricted by this Easement, provided that such acts and uses are not inconsistent with the Purpose. These retained rights include, but are not limited to, the retention of the economic viability of the Property, including, but not limited to: the right to lease pastureland and structures on the Property; the right to exclude any member of the public or trespassers from the Property or from trespassing on the Property; the right to sell or otherwise transfer the Property to anyone Grantor chooses, the right to honor existing and to grant additional easements or rights of way across the Property; the right to perform property surveillance and secure the Property by aerial or on the ground means with devices such as cameras and motion sensors; the right to retain, improve, and protect the economic viability of the Property, including its Environmental Attributes, defined below; and the right to engage in or permit or invite others to engage in all uses of the Property that are not: (a) expressly prohibited herein; (b) inconsistent with Section 170(h) of the Internal Revenue Code, or any regulation promulgated thereunder; and (c) inconsistent with the purpose of this Deed. Further, Grantor shall not be required to take any action to restore the condition of the Property as a result of forces beyond Grantor's control, pursuant to Section 7.

Grantor hereby reserves all Environmental Attributes associated with the Property not granted, restricted, or encumbered by this Deed or its terms. "Environmental Attributes" shall mean any and all tax or other credits, benefits, renewable energy certificates, emissions reductions, offsets, and allowances (including but not limited to water, riparian, greenhouse gas, beneficial use, and renewable energy), generated from or attributable to the

conservation, preservation and management of the Property in accordance with this Deed, except for those income tax benefits in the form of federal tax deductions and state tax credits yielded from and obtained as a result of the grant of this Deed. Nothing in this Section shall modify the restrictions imposed by this Deed or otherwise be inconsistent with Purpose.

4. **Property Improvements.** The parties agree that the current use of and improvements to the Property are not inconsistent with the preservation and protection of the Conservation Values and are permitted. Improvements existing as of the date of this Deed are permitted. All other construction or placement of improvements is prohibited except as provided herein. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

- 4.1. **Residential and Nonresidential Structures.** The construction, placement, replacement, enlargement, maintenance and repair of residential and nonresidential structures and improvements is permitted pursuant to the limitations set forth herein. For purposes of this Deed, "Residential Improvements" are defined as covered structures containing habitable space, including homes, cabins, guest houses, and any space attached to a home, cabin or guest house such as a garage, and any other structures intended for full or part-time human habitation. For purposes of this Deed, "Nonresidential Improvements" are defined as covered structures and not intended for human habitation and include, but are not limited to free-standing garages, picnic pavilions, and agricultural structures such as barns, pole barns, sheds, or farmstands. Nonresidential Improvements may include commercial structures, provided that such commercial structures are consistent with the Purpose. Permitted commercial structures may include, but are not limited to a nature center, incubation center for urban agriculture, or an office space for organizations which have a Mission consistent with the Purpose.

- 4.1.1. **Building Envelopes.** There shall be Two (2) building envelopes permitted on the Property (individually referred to herein as "**West Building Envelope**" and "**East Building Envelope**" and collectively referred to herein as the "**Building Envelopes**"), with the West Building Envelope on the parcel west of Parfet Street (referred to as the "**West Heine Parcel**") and the East Building Envelope on the parcel east of Parfet Street (referred to as the "**East Heine Parcel**"). All Residential Improvements and Nonresidential Improvements (with the exception of Nonresidential Improvements permitted by Section 4.1.2 below) constructed after the date of this Deed shall be located within the Building Envelope(s).

- 4.1.1.1. **West Building Envelope.** The West Building Envelope consists of 1/2 (one-half) acre. The location of the West Building Envelope is generally depicted on Exhibit B. On the date of this Deed, 2 (two) improvements are located within the West Building Envelope, a Residential Improvement consisting of 1,350 square feet of Footprint, and 1 (one) Nonresidential Improvement consisting of 432 square feet of Footprint.

4.1.1.2. **West Building Envelope Limitations.** Grantor may construct, place, replace, or enlarge Residential or Nonresidential Improvements within the West Building Envelope subject to the following limitations.

4.1.1.2.1. The maximum number of Residential Improvements (including attached appurtenances) shall not exceed 1 (one) and shall have a maximum Footprint of 3,000 square feet and a maximum Height, as defined below, of 18 feet.

4.1.1.2.2. The maximum Height for each Nonresidential Improvement shall not exceed 18 feet.

4.1.1.2.3. The total cumulative Footprint for all improvements, including Residential and Nonresidential Improvements, shall not exceed 8,000 square feet.

4.1.1.2.4. Improvements in excess of the foregoing require Grantee approval pursuant to Section 21 (Grantee's Approval) of this Deed.

4.1.1.2.5. Unenclosed improvements having no Footprint, such as corrals, bird watching blinds, wildlife viewing areas, informational and directional signage, trailhead, bedding starts, or temporary season-extender structures (e.g. hoop houses) without a foundation, are permitted if consistent with the Purpose and Intent.

4.1.1.3. **East Building Envelope.** The East Building Envelope consists of 1 (one) acre. The location of the East Building Envelope is generally depicted on Exhibit B. On the date of this Deed, 7 (seven) improvements are located within the East Building Envelope, there are two Residential Improvements consisting of 3,180 square feet of Footprint, and 5 (five) Nonresidential Improvements consisting of 2,748 square feet of Footprint.

4.1.1.4. **East Building Envelope Limitations.** Grantor may construct, place, replace, or enlarge Residential or Nonresidential Improvements within East Building Envelope subject to the following limitations.

4.1.1.4.1. The maximum number of Residential Improvements in use at any one time (including attached appurtenances) without approval pursuant to Section 21 (Grantee's Approval) of this Deed, shall not exceed 1 (one) and shall

have a maximum Footprint of 3,000 square feet and a maximum Height, as defined below, of 28 feet.

- 4.1.1.4.2. The maximum Height for each Nonresidential Improvement shall not exceed 28 feet.
- 4.1.1.4.3. The total cumulative Footprint for all improvements including Residential and Nonresidential Improvements shall not exceed 8,000 square feet.
- 4.1.1.4.4. Improvements in excess of the foregoing require Grantee approval pursuant to Section 21 (Grantee's Approval) of this Deed.
- 4.1.1.4.5. Unenclosed improvements having no Footprint, such as corrals bird watching blinds, wildlife viewing areas, informational and directional signage, bedding starts, or temporary season-extender structures (e.g. hoop houses) without a foundation, are permitted if consistent with the Purpose and Intent.

4.1.2. **Outside of the Building Envelope(s).** On the date of this Deed, there are three (3) agricultural improvements located outside of the Building Envelopes, with two (2) on the West Heine Parcel and one (1) on the East Heine Parcel.

4.1.2.1. **Construction Limitations.** Grantor may construct, place, replace or enlarge Nonresidential Improvements outside of Building Envelopes subject to the following:

- 4.1.2.1.1. The maximum number of Nonresidential Improvements on the Property shall not exceed 6 (six), with no more than 3 (three) apiece on each of the West and East Heine Parcels.
- 4.1.2.1.2. With one exception, the maximum Footprint for each Nonresidential Improvement shall not exceed 300 square feet. The one exception is for one of the two existing Nonresidential Improvements on the West Heine Parcel, which is a barn consisting of 672 square feet of Footprint. This Nonresidential Improvement may be repaired or may be enlarged or replaced with a Nonresidential Improvement with a maximum Footprint of 800 square feet and provided that such improvement shall continue to be located on the West Heine Parcel.

- 4.1.2.1.3. The maximum Height for each Nonresidential Improvement shall not exceed 18 feet.
 - 4.1.2.1.4. The total cumulative Footprint for all Nonresidential Improvements on the Property shall not exceed 2,000 square feet, with a cumulative 1,100 square feet maximum on the West Heine Parcel and a cumulative 900 square feet maximum on the East Heine Parcels.
 - 4.1.2.1.5. Improvements in excess of the foregoing require Grantee approval pursuant to Section 21 (Grantee's Approval) of this Deed.
 - 4.1.2.1.6. Unenclosed improvements having no Footprint, such as corrals, bird watching blinds, wildlife viewing areas, informational and directional signage, bedding starts, or temporary season-extender structures (e.g. hoop houses) without a foundation, are permitted if consistent with the Purpose.
- 4.1.3. **Repair and Maintenance.** Grantor may repair and maintain permitted improvements without further consent of Grantee.
- 4.1.4. **Notice.** Prior to the placement, construction, replacement or enlargement of any Residential Improvement or Nonresidential Improvement as permitted by Section 4.1.1, Grantor shall notify Grantee in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question. The written notice shall describe the proposed improvement in sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed improvement with this Section.
- 4.1.5. **Definition of Footprint.** For purposes of this Deed, Footprint is defined as the total ground area occupied by all Residential Improvements or Nonresidential Improvements, calculated on the basis of the exterior dimensions (whether at or above ground level) including carports or breezeways, but does not include eaves, uncovered decks or patios ("Footprint").
- 4.1.6. **Measurement of Height.** For purposes of this Deed, Height is defined as the vertical distance from the low point of the grade at the structure perimeter to the high point of the structure, ("Height"). For the purposes of this Deed, "Grade at the structure perimeter" means that either the natural grade or the finished grade, whichever is lower in elevation.

4.2. **Other Improvements.**

4.2.1. **Roads and Parking Areas.** For purposes of this Deed, Improved Roads shall be defined as any road, driveway or parking area that is graded, drained, or has a surface other than the natural earthen material (“Improved Roads”) and Unimproved Roads shall be defined as any track greater than three (3) feet wide where the natural earthen material is the driving surface (“Unimproved Roads”).

4.2.1.1. **Within the Building Envelope(s).** Construction, maintenance, paving (e.g. concrete, asphalt, or other impermeable material) or otherwise surfacing of all Improved and Unimproved Roads is permitted within the Building Envelope(s). Parking areas are permitted in both the East and West Building Envelopes, provided they are consistent with Purpose. Prior to the placement, construction, replacement or enlargement of any parking area, Grantor shall notify Grantee pursuant to Section 21 (Grantee’s Approval).

4.2.1.2. **Outside of the Building Envelope(s).**

4.2.1.2.1. **Improved Roads.** No Improved Roads shall be constructed or established outside of the Building Envelope(s) except for those permitted Improved Roads depicted on Exhibit B or unless Grantee determines that the proposed road is consistent with the Purpose, pursuant to Section 21 (Grantee’s Approval) of this Deed. Permitted Improved Roads may be relocated provided that the abandoned road shall be promptly revegetated and restored to a condition that is consistent with the Purpose, pursuant to Section 21 (Grantee’s Approval) of this Deed. Improved Roads shall be no wider than physically or legally necessary to provide access.

4.2.1.2.2. **Unimproved Roads.** No Unimproved Roads shall be constructed or established outside of the Building Envelope(s) except for Unimproved Roads that are consistent with the Purpose. No Unimproved Road shall be altered to become an Improved Road unless Grantee determines that the proposed alteration is consistent with the Purpose, determined pursuant to Section 21 (Grantee’s Approval) of this Deed.

4.2.2. **Trails.** Multiuse trails for pedestrian, equestrian and bicycle or other non-motorized wheeled use, such as wheelchairs (with or without motors) are permitted subject to the following and provided that they are consistent with the Purpose. Such trails shall be no more than 6 feet in width at any point. Permitted surface materials include crushed rock, wood chips, fine granular

stone (also referred to as crusher fines or decomposed granite) or recycled material, or wood, recycled wood or plastic lumber. Access shall be at the owner's discretion pursuant to Section 6.6 (Public Access). Prior to the placement, construction, replacement or enlargement of any trail, Grantor shall notify Grantee pursuant to Section 21 (Grantee's Approval).

- 4.2.3. **Fences.** Existing fences may be maintained, repaired and replaced and new fences may be built anywhere on the Property, provided that the location and design of said fences are consistent with the Purpose. Notwithstanding the foregoing, the construction of kennel facilities, or permanent corrals on the Existing Conservation Area is prohibited. For the purposes of this Deed, kennel facilities shall be defined as any enclosed area in which single or multiple domestic or household animals are maintained, boarded, bred, or cared for.
- 4.2.4. **Signs.** Existing signs may be maintained, repaired and replaced (with signs similar in character and size) in their current location. New signs may be placed and maintained on the Property provided that the number and size of the new signs are consistent with the Purpose.
- 4.2.5 **Utilities.** Existing utilities may be repaired and replaced in their same location with a structure similar to the type they replace without any further permission of Grantee. Grantor may install new utility lines or relocate existing utility lines provided such new or relocated utility lines shall be installed underground in the new or existing roads or driveways as depicted on **Exhibit B**. The addition of utility lines or the relocation or significant upgrading of existing utility lines may be approved by Grantee if Grantee determines said utility lines are not inconsistent with the Purpose. Following the repair, replacement, enlargement or construction of any Utility Improvements, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. Any easement, right of way or other interest granted to a third party or otherwise reserved, to be used for Utility Improvements is subject to Section 6.9 (Easements, Rights of Way or Other Interests) of this Deed.

Renewable energy generation systems are permitted for limited use on the Property which shall mean such use is primarily for the purpose of allowing Grantor to offset its energy consumption, subject to the restrictions above. Any such limited renewable energy generated on the Property in accordance with this paragraph that incidentally is in excess of Grantor's consumption may be sold, conveyed, or credited to a provider of retail electric service to the extent permitted by Colorado law.

5. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the following uses of the Property shall be conducted in accordance with the provisions below. If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee,

in addition to all of its rights under this Deed, may request that the Parties consult with a mutually acceptable resource management professional. This professional will provide written recommendations for said resource management practice(s). The cost of this consultation shall be borne by Grantor. Grantee shall determine whether said recommendations are consistent with the Purpose.

5.1 **Agriculture.** Generally, all agricultural uses shall be conducted using stewardship and management methods that preserve the natural resources upon which agriculture is based. Long term stewardship and management goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing invasive species, avoiding unsustainable livestock grazing practices, and minimizing loss of vegetative cover. Specifically, all agricultural and livestock grazing uses shall be conducted using sound range management practices. The definition of “sound range management” shall be determined by the United States Department of Agriculture’s local office of the Natural Resources Conservation Service (or its successor), or a qualified range management specialist mutually agreed upon by Grantor and Grantee. Long term management and stewardship goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing invasive species, avoiding unsustainable livestock grazing practices, and minimizing loss of vegetative cover. All pastures and open range shall be maintained in good condition. During times of drought, grazing shall be managed and if necessary reduced to maintain good grass cover. Hay pastures, both irrigated and dry land, may be replanted, seeded, cut, fertilized, burned, harvested, and maintained. Grantor retains the right to conduct agricultural and livestock operation(s) in a manner consistent with sound range or farming management practices or both, and to lease the Property with appurtenant water rights for agricultural purposes permitted hereunder. Permitted agricultural operations include, but are not limited to livestock grazing, community-based gardening and food production, bee-keeping, and all other agricultural activities consistent with the purpose of the Deed. The storage of agricultural products and byproducts on the Property is permitted, so long as the storage complies with all applicable federal, state, county or local laws, rules, ordinances and regulations. The establishment or maintenance of a commercial feedlot is prohibited as that term is defined and described in Section 6.5 herein. Nothing in this Section 5.1 or Section 6.5 herein shall prevent Grantor from seasonally confining its own livestock into an area, corral or other facility for feeding or calving, or from leasing pasture for the grazing of livestock owned by others.

If agricultural acts or uses are no longer practiced on the Property, either Party may request that the Parties develop a mutually acceptable plan to ensure appropriate land cover that is consistent with the Purpose. The expense of developing and implementing said plan shall be borne by Grantor.

5.2. **Timber.** On a limited and localized basis, trees may be cut to control insects and disease, to control invasive non-native species, to prevent personal injury and property damage, and for domestic uses on the Property such as firewood and

construction of permitted improvements. Tree thinning activities are permitted to maintain the character and nature of the wildlife habitat. Other timber harvesting activities shall be conducted in accordance with a forest management plan prepared by a professional forester at Grantor's expense, provided that Grantee determines that said activities and management plan are consistent with the Purpose, pursuant to Section 21 (Grantee's Approval) of this Deed.

- 5.3. **Relatively Natural Habitat.** Habitat management activities that have the potential to negatively impact the Conservation Values such as chaining juniper or sagebrush, constructing or altering ponds, wetlands, or stream channels, and conducting controlled burns may be permitted provided that Grantee determines that said management activities are consistent with the Purpose, pursuant to Section 21 (Grantee's Approval) of this Deed. Grantor may undertake planting flower or vegetable gardens inside the Building Envelope, and planting native trees, shrubs, and wildflowers anywhere on the Property, which activities and uses are permitted by this Deed.
- 5.4. **Minerals.** For the purposes of this Deed, minerals shall be defined as soil, sand, gravel, rock, stone, decorative stone, gold and other rare earth elements, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fossil fuel, or any other mineral substance, of any kind or description, on, in, under or part of the Property (collectively referred to as "Minerals").
- 5.4.1. **Ownership of Minerals.** As of the date of this Deed, Grantor owns all of or a controlling interest in the Minerals and mineral rights located on, under, or in the Property or otherwise associated with the Property. Grantor shall not transfer or otherwise separate any mineral rights from the Property.
- 5.4.2. **Mineral development.** The exploration, development, mining or other extraction or removal of Minerals, conducted on, under, or in the Property or otherwise associated with the Property by any method is prohibited. Notwithstanding the foregoing, subject to Grantee's approval Section 21 (Grantee's Approval), Minerals may be removed from below the surface of the property provided that the location of all equipment, pumps, storage facilities, pipelines, and any other infrastructure, or other activities necessary for extraction, storage, or transportation is located off of the Property, extraction takes place off the Property, and that the method and means of extraction is consistent with the Purpose.
- 5.4.3. **Notice Related to Minerals.** Grantor agrees that by granting this Easement to Grantee, it has given Grantee a portion of its ownership interest in the Property, and by so doing, given Grantee the same legal rights as Grantor to influence and control impacts to the surface of the Property from exploration or development of Minerals. This ownership interest does not include any right for Grantee to receive any income, royalties or lease payments from

exploration or development of Minerals. Grantee's ownership interest requires that if Grantor is contacted verbally or in writing regarding the Minerals, Grantor shall provide written notice, copy, or description to Grantee of said contact within ten (10) days.

5.4.3.1. For purposes of this Deed, the term "Mineral Document" shall mean any lease, pooling agreement, unitization agreement, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals.

5.4.3.2. Grantor shall not enter into any Mineral Document without Grantee approval pursuant to Section 21 (Grantee's Approval) to ensure that said document is consistent with the Purpose and this Section, and Grantee shall have the right but not the obligation to be a party to any such agreement, if Grantee chooses, in its sole discretion. Grantee shall have the right to charge a fee to Grantor for time and costs associated with review of any Mineral Document.

5.4.4 ***Geothermal Resources.*** The development and use of geothermal resources is permitted with Grantee approval pursuant to Section 21 (Grantee's Approval).

5.5. ***Recreation.*** Low-impact recreational uses such as wildlife watching, hiking, horseback riding, cross-country skiing, hunting and fishing are permitted, provided they are consistent with the Purpose. Golf courses are prohibited on the Property. Other buildings and facilities for any other public or private recreational use may only be built on the Property in accordance with Section 4A(1), and then only in a manner that is consistent with the Purpose, except that use of the Property for more than "de minimis" commercial recreation activity is prohibited. The term "de minimis" shall have the meaning as set forth in §2031 (c)(8)(B) of the I.R.C. and the Treasury regulations adopted pursuant thereto.

5.6. ***Weeds.*** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose, in compliance with applicable federal, state, county or local laws, rules, ordinances and regulations, and in a manner to prevent any adverse impact to the Conservation Values of the Property. Noxious weed management shall not prevent Grantor from planting flower or vegetable gardens anywhere on the Property, or from planting native trees, shrubs and wildflowers anywhere on the Property, which activities and uses are permitted by this Deed. Grantee has no responsibility for the management of noxious weeds and invasive plant species.

5.7. ***Water Rights.*** The Property subject to this Easement includes any and all decreed and undecreed and water rights, ditches and ditch rights, springs and spring rights, reservoir and reservoir rights, wells and groundwater rights, and any other types of rights related to the ownership of water, tributary, non-tributary and not non-tributary,

appurtenant to or customarily or historically used or associated with or upon the Property, together with any and all of the rights associated with the historical and beneficial use of any of the embankments, flumes, headgates, measuring devices or any other structures that are appurtenant to those water rights, along with all easements and rights of way therefor including but not limited to those specifically described in **Exhibit C** attached hereto and made a part of this Deed (collectively, the “Dedicated Water Rights”). Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Property. Grantor shall not change the historic use of the Water Rights without the prior written consent of, and determination by, Grantee that such change is not inconsistent with the Purpose. Pursuant to C.R.S. § 38-30.5-102, which authorizes the inclusion of “water rights beneficially used upon the land...owned by Grantor” in a conservation easement, the Property subject to this Easement includes any and all right, title and interest in and to the water rights described in Exhibit C (“Water Rights”).

- 5.7.1. **Permitted Uses of Water Rights.** The Parties agree that the Water Rights are hereby dedicated and restricted exclusively to be used for the preservation and protection of the Conservation Values (“Permitted Water Uses”), and that Grantor shall continue to maintain their historic beneficial use.
- 5.7.2. **Restrictions on Water Rights.** Grantor shall not transfer, encumber, sell, lease or otherwise separate the Water Rights from the Property. Grantor shall not abandon or allow abandonment of the Water Rights by action or inaction. Grantor shall not change the historic beneficial use of the Water Rights unless Grantee determines that said change is consistent with the Purpose, pursuant to Section 21 (Grantee’s Approval) of this Deed. No change of the point of diversion of the Water Rights shall be submitted for judicial approval unless Grantee determines that the proposed change of point of diversion is consistent with the Purpose, pursuant to Section 21 (Grantee’s Approval) of this Deed.
- 5.7.3. **Protection of Water Rights.** Grantor shall cooperate with Grantee to help assure the continued historical beneficial use of the Water Rights in order to preserve and protect the Conservation Values. Grantee may request that Grantor report to Grantee annually regarding the nature and extent of Grantor’s use of the Water Rights during the prior year, which report need not be in writing. Grantor shall also provide Grantee with copies of any reports or correspondence submitted to the State or Division Engineer or Water Commissioner. Grantor shall provide Grantee with a copy of any written notice or pleadings received by Grantor from any state water official or any other person concerning the possible abandonment of the Water Rights within 30 days of receipt thereof.
- 5.7.4. **Abandonment of Water Rights.** If the Water Rights appear on decennial abandonment list, or if Grantee determines that the Water Rights are subject to a threat of abandonment, Grantee shall give Grantor written notice of such

threat. Grantor shall also be considered notified if Grantor receives notice from any state water official or any other person concerning the possible abandonment of the Water Rights. Upon notification, the Parties shall work in good faith to develop and implement a mutually acceptable strategy to cure the threat of abandonment. Grantor shall have 90-days from notification to demonstrate action to rebut the presumption of abandonment of the Water Rights. If the Parties cannot reach a mutual agreement, or Grantor has failed to take action to cure the threat of abandonment of the Water Rights within 90 days of notification, Grantee shall, in addition to any other remedies available to Grantee under this Deed or by law, have the right to (i) enter upon the Property and undertake any and all actions reasonably necessary to continue the historical use of the Water Rights; (ii) seek removal of the Water Rights from the abandonment list; (iii) defend the Water Rights against any other claim of abandonment; (iv) seek to change the Water Rights to another Permitted Water Use; and (v) require Grantor to convey all or part of the Water Rights to Grantee for continued use on the Property or elsewhere in the same water district or elsewhere consistent with Grantee's mission. Grantor agrees to cooperate in any manner necessary to accomplish Grantee's election, and at Grantee's request, agrees to authorize and appoint Grantee as its agent and attorney-in-fact to file for and obtain any administrative or judicial approvals required to effectuate Grantee's election.

5.7.5. ***Ditch or Reservoir Company.*** C.R.S. §38-30.5-104(5) requires that, when a conservation easement encumbers a water right represented by shares in a mutual ditch or reservoir company, sixty (60) days' notice must be given to said company before the conservation easement may be conveyed. This requirement has been fulfilled.

5.7.6. ***Notice Relating to Water Rights.*** If Grantor receives written notice regarding the Water Rights, including notices from any state water official or ditch company, Grantor shall provide a copy of said notice to Grantee within ten (10) days, or sooner if the notice requires a response or action within that period, exclusive of regular annual meeting notices or assessment invoices.

6. ***Restricted Practices.***

6.1. ***Subdivision.*** The division, partition, subdivision or de facto subdivision of the Property, whether by legal or physical process, into more than two parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. The Property or description of the Property may identify or include one or more legal parcels; however, this subdivision restriction shall apply to these separately described parcels of land such that the West Heine and East Heine Parcels can only be subdivided from each other into two parcels, as divided by Parfet Street. Ownership of the West Heine and East Heine Parcels by joint tenancy or tenancy in common is permitted, consistent with Sections 29 (Joint and Several Liability) and 30 (Ownership by Single Entity Consisting of Multiple Parties);

provided, however, that Grantor shall not undertake any legal proceeding to further partition, subdivide or divide in any manner the two undivided interests in the parcels West Heine Parcel and East Heine Parcel. The single division of the Property shall be permitted such that the West Heine Parcel may be sold separately from the East Heine Parcel, provided that at all times both parcels shall remain subject to the terms of this Easement. No other division of the Property is permitted. At the time of the permitted division, the Water Rights identified in Exhibit C shall be divided as they have been used historically on the West Heine Parcel and the East Heine Parcel. If an alternative division of the water rights is proposed with the permitted division of the Property, Grantor shall provide a plan which identifies the portion of the Water Rights that are to be allocated to each such parcel, and shall prepare and provide to Grantee such water engineer reports, easements, water sharing agreements, water deeds and other documentation as are necessary to effectuate such plan, for the review by Grantee to determine that the plan adequately protects the Conservation Values of each parcel, and for the approval of Grantee in its reasonable discretion.

- 6.2. **Surface Disturbance.** Except as permitted within this Easement, any alteration of the surface of the Property, including without limitation, the excavation or removal of soil, sand, gravel, rock, peat or sod, that is inconsistent with the Purpose, is prohibited. Surface disturbance associated with vegetation management, wildlife habitat management or enhancement, or to improve the Conservation Values is permitted. Notwithstanding the foregoing, soil, sand, gravel or rock may be extracted from the Property provided that: (i) no more than a 10 foot by 10 foot area of the Property is disturbed at any one time; (ii) such extraction shall have no more than limited, localized impact on the Property; (iii) such extraction shall be associated with permitted acts on and uses of the Property; and (iv) Grantee determines that such extraction is consistent with Purpose pursuant to Section 21 (Grantee's Approval) of this Deed. Once extraction is complete, Grantor shall promptly restore any disturbed area to a condition consistent with the Purpose. This Section shall be interpreted in a manner that is consistent with I.R.C. § 170(h) and the Treasury Regulations adopted pursuant thereto.
- 6.3. **Water Improvements.** The maintenance and repair of existing non-domestic water improvements such as ponds, reservoirs, stock tanks, center pivot sprinklers, irrigation ditches, pipes, headgates, flumes, pumps, or wells is permitted. The construction of new water improvements or enlargement of existing water improvements, excluding ponds and reservoirs, is permitted provided that such activity is consistent with the Purpose. The enlargement of existing ponds or reservoirs, or the construction of new ponds or reservoirs, is permitted provided that Grantee determines that said activities are consistent with the Purpose, pursuant to Section 21 (Grantee's Approval) of this Deed. Any portion of the Property that is disturbed by the maintenance, repair, construction or enlargement of water improvements shall be restored to a condition that is consistent with the Purpose promptly after said activity is completed. Further, Grantor may construct, maintain, repair and replace wells, cisterns, and septic or leach systems within and outside of the Building Envelope to serve the permitted Residential Structures inside the

Building Envelope in accordance with applicable regulations of Jefferson County and the State of Colorado.

- 6.4. **Commercial or Industrial Activity.** Commercial or industrial uses that are not consistent with the Purpose are prohibited. The Property may be used for agricultural uses, including but not limited to animal husbandry, breeding, raising, grazing and pasturing of bees, poultry, horses, cattle, cows, mules, sheep, goats, and llamas, haying, gardening, vegetable production, and continuation of current agricultural practices in a manner that does not adversely impact the Conservation Values of the Property, and processing or sale of farm, garden, or ranch products predominantly grown or raised on the Property, including the right to lease the Property for such uses, or to allow other uses of the Property such as public or social events including but not limited to fundraisers, educational opportunities, community gardening, when such events (1) are not inconsistent with the Purpose of this Deed; (2) have no permanent, irreversible adverse impact on the Conservation Values of the Property; and (3) conform to applicable federal, state, county or local laws, rules, ordinances and regulations. Notwithstanding the foregoing, all leases shall comply with Section 23 (Lease or Transfer of Property).
- 6.5. **Feed Lot.** The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Deed, “commercial feed lot” is defined as a confined area or facility within the Property which is not grazed or cropped annually, and which is used to receive livestock that have been raised off the Property for feeding and fattening for market. Nothing in this section or Section 5.1 shall prevent Grantor from temporarily or seasonally confining livestock into an area, corral or other facility for feeding or calving, or from leasing pasture for the grazing of livestock owned by others.
- 6.6. **Public Access.** Nothing contained herein shall be construed as affording the public other than visual access to any portion of the Property at this time, although the Grantor may permit public access to the Property on such terms and conditions as she deems appropriate, including but not limited to, supervised educational access, such as school field trips, community gardening or farming opportunities, or managed pedestrian or equestrian trail access, provided that such access is consistent with the Purpose. To the extent Grantor permits public access, Grantor shall comply with all applicable requirements of law affording access to persons with disabilities. Unless or until Grantee is the owner of the Property, Grantee does not have the right to grant any public access to the Property without Grantor’s consent.
- 6.7. **Trash.** The dumping or permanent accumulation of any kind of trash, sludge, or refuse on the Property is prohibited, except for farm-related trash and refuse produced on the Property, provided that such dumping or accumulation is consistent with the Purpose. The storage or accumulation of agricultural products and by-products on the Property is permitted provided that such activity is conducted in accordance with all applicable government laws and regulations and is consistent with the Purpose.

- 6.8. **Hazardous Materials.** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local law. Otherwise, the treatment, permanent storage, disposal or release of hazardous materials on, from or under the Property is prohibited. For purposes of this Deed, "Hazardous Materials" shall mean any "hazardous substance" as defined in §9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), "pollutant or contaminant" as defined in § 9601(33) of CERCLA, or any hazardous waste as defined in C.R.S. §25-15-101(6). 40 C.F.R. § 302.4 provides a non-exhaustive list of over 600 substances that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials shall only be permitted in accordance with applicable, federal, state and local law and regulations.
- 6.9. **Motorized Vehicle Operation.** The operation of motorized vehicles for purposes associated with permitted acts on and uses of the Property is permitted provided that such operation is consistent with the Purpose and Intent.
- 6.10. **Easements, Rights of Way or Other Interests.** The conveyance or modification of an easement, right of way, Mineral Document or other similar interest is prohibited unless Grantee determines that the proposed conveyance or modification is consistent with the Purpose and Intent pursuant to Section 21 (Grantee's Approval) of this Deed.
7. **Responsibilities of Grantor and Grantee Not Affected.** Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control, including without limitation drought, fire, flood, storm, earth movement and insect infestations (which includes spruce beetles and pine beetles) or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such forces, and the actions of trespassers, third parties, or any persons beyond Grantor's control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:
- 7.1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

7.2. **Liability.** Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property.

7.2.1. Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee for Hazardous Materials, nor does it make Grantee an owner of the Property, nor does it require Grantee to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation.

7.2.1.1. **Grantor's Liability.** Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property.

7.2.1.2. **Grantee's Liability.** Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property.

8. **Monitoring.** In order to monitor Grantor's compliance with the terms of this Deed, Grantee shall have the right to enter upon the Property upon reasonable prior notice to Grantor. Said notice need not be in writing. Grantee may engage such experts or consultants that Grantee deems necessary to assist in monitoring, including conducting aerial flyovers of the Property. Such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

9. **Enforcement. General Provisions.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. If Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of the terms of this Deed, Grantee may enter the Property without advance notice. If such entry occurs, Grantee shall promptly notify Grantor within as soon as possible thereafter. If Grantee determines that a violation caused by Grantor has occurred, Grantee shall notify Grantor of the nature of the alleged violation. Said notice need not be in writing. Upon receipt of said notice, Grantor shall immediately cease the alleged violation and either (i) if necessary, provide a written plan for restoration and remediation of the Property and, once approved, restore or remediate the Property in accordance with the plan; or (ii) provide written documentation demonstrating that the activity is permitted and is not a violation. Grantee's acceptance of Grantor's actions under (i) or (ii) above shall be in Grantee's sole discretion, and shall be confirmed by Grantee in writing. If Grantor is unable or unwilling to immediately cease the alleged violation, and comply with (i) or (ii) above, the Parties agree to resolve the dispute through mediation or judicial processes. At any point in time, Grantee may take appropriate legal action, including seeking an injunction, to stop the alleged violation.

Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Purpose, including the right to pursue all remedies and damages against the violator provided in this paragraph 9. Grantee shall consult Grantor prior to proceeding against any third party violator, and Grantee and Grantor may mutually agree to collaborate to enforce the Deed against the third party violator.

9.2. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit, attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor. If the deciding body determines that Grantee has acted in bad faith in seeking to enforce the terms of this Deed, the Parties shall each be responsible for their own costs. If the Parties agree to mediation, the Parties will equally share the cost of the mediator's fees.

9.3. **Grantee's Discretion.** Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108. Enforcement of the terms of this Deed shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

10. **Deed Correction.** The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, with all associated costs being apportioned as the Parties may mutually agree.

11. **Amendment.** If circumstances arise under which an amendment to this Deed would be appropriate, as determined by Grantee in its sole discretion, the Parties are free to jointly amend this Deed by mutual written consent. However, no amendment shall be allowed that will (i) confer a private benefit to Grantor or any other individual greater than the benefit to the general public [see Treasury Regulation §1.170A-14(h)(3)(i)]; (ii) result in private inurement for a board member, staff or contract employee of Grantee [see Treasury Regulation §1.501(c)(3)-1(c)(2)]; (iii) affect the qualifications of this Easement under any applicable laws; or (iv) affect the perpetual duration of the Easement. Grantee shall have the right to charge a fee to Grantor for time and costs associated with any amendment. Any amendment must be in writing, signed by the Parties, and recorded in the official records of Jefferson County, Colorado.
12. **Transfer of Easement.** This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted to an organization that, at the time of the transfer, is a qualified organization under I.R.C. §170(h) and authorized to hold conservation easements under C.R.S. §§38-30.5-101, *et seq.* and C.R.S. §12-61-720; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), and (iii) above.
13. **Transfer of Property.** Any time the Property or a permitted portion thereof is transferred by Grantor to any third party, Grantor shall notify Grantee in writing within five (5) business days after closing using the form in Exhibit D, and shall include a copy of the new ownership deed. The document of conveyance shall expressly refer to this Deed. Grantor shall pay a fee of 1/4 of 1% of the purchase price, including the value of non-cash consideration, to Grantee as holder of the real property interest and right of possession represented by this Deed, excluding transfer to Grantor's direct descendants and family members, as defined by the I.R.C., or to Grantee, and excluding transfers for the sole purpose of changing the type of legal entity by which title is held. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this easement by providing Grantee a contribution toward its stewardship, enforcement and defense of this Easement. If a fee is attributable to a transfer of property classified as "residential real property," as defined in C.R.S. Section 38-35-127(2)(e), then the Grantee covenants and agrees that the fee shall be used for the purposes specified in C.R.S. Section 38-35-127(2)(b)(V) in a manner consistent with the Grantee's mission.
14. **Development Rights.** For purposes of this Deed, "Development Rights" are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Deed, Grantor conveys to Grantee all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor, which include the right to make Residential Improvements and Nonresidential Improvements pursuant to Section 4.1 (Residential and Nonresidential Structures) of this Deed. Therefore,

Grantor does not have the right to use or transfer any Development Rights held by Grantee.

15. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall have the right to participate in any proceedings as a real property interest holder. Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed.
16. **Termination or Extinguishment of Easement.** Except as provided in Section 15 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall be entitled to compensation determined as provided in Section 17 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed.
17. **Compensation upon Condemnation, Termination, or Extinguishment.**
 - 17.2. The Parties acknowledge that that (i) an appraisal of the Existing Conservation Area was completed that indicated that the fair market value of the of the property interest conveyed by the First Conservation Easement was eighty percent (80%) of the full fair market value (the “**Existing Conservation Area Percentage**”); (ii) an appraisal of the Amended and Restated Deed of the Heine Conservation Easement was completed which indicated the fair market value of the property interest conveyed by the Amended and Restated Deed is fifty-five percent (55%) of the full fair market value (“**New Conservation Area Percentage**”). For purposes of this Deed, the Existing Conservation Area Percentage and the New Conservation Area Percentage shall collectively be referred to as the “**Proportionate Value Percentages.**” The Proportionate Value Percentages shall remain constant and shall be applied pursuant to Treasury Regulation §1.170A-14(g)(6)(ii).
 - 17.3. If the Property is condemned, in whole or in part, pursuant to Section 15 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 16 (Termination or Extinguishment of Easement), Grantee shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Value Percentage of the full fair market value of the Property unrestricted by this Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee’s approval.

- 17.4. Grantee's use of its share of such proceeds shall comply with Treasury Regulation § 1.170A-14(g)(6).
- 17.5. Grantee's remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108.
18. **No Merger, Abandonment, Release, or Adverse Possession.** Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor. The Easement shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession.
19. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.
20. **Change of Circumstance.** Grantor has considered that restricted acts or uses may become more economically valuable than permitted acts or uses. It is the intent of the Parties that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 16 (Termination or Extinguishment of Easement) of this Deed. In addition, the inability to carry on any or all of the permitted acts and uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 16 (Termination or Extinguishment of Easement) of this Deed.
21. **Grantee's Approval.** Where Grantee's approval is required by this Deed, Grantor shall provide written notice to Grantee not less than sixty (60) calendar days prior to the date Grantor intends to undertake the act or use, with sufficient detail (i.e. location, size, scope, design and nature) to allow Grantee to evaluate the consistency of the proposed act or use with the Purpose, giving weight, consideration, and due regard to the prioritization of purposes set out by this Deed. Grantee shall approve or deny Grantor's written request, or notify Grantor of a delay in Grantee's decision, in writing, within forty-five (45) calendar days of receipt of Grantor's written request, unless a different time period is specified herein, or mutually agreed to. If Grantee denies Grantor's request, Grantee shall include with its written determination the reason(s) for its determination set forth with specificity, and any and all possible modifications to the proposal that would make it consistent with the Purpose,

and therefore approvable. Grantee shall only approve acts or uses consistent with the Purpose. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing.

22. **Written Notices.** Any written notice that either Party is required to give to the other shall be delivered: (i) in person; (ii) via certified mail, with return receipt requested; (iii) via a commercial delivery service that provides proof of delivery; or (iv) via any delivery method mutually agreed to by the Parties, to the following addresses, unless one Party has been notified by the other Party of a change of address or ownership.

Grantor: Karin Heine
4596 Parfet Street
Wheat Ridge, Colorado 80023
(303) 425-5626

Grantee: Colorado Open Lands
1546 Cole Boulevard, Suite 200
Lakewood, CO 80401
(303) 988-2373

If addresses change, Grantor shall provide updated information to Grantee in a timely manner. If a notice mailed to either Party at the last address on file is returned as undeliverable, the sending Party shall provide notice by regular mail to the other Party's last known address on file with the tax assessor's office of the county in which the Property lies, and the mailing of such notice shall be deemed compliance with this Section. Notice given to the designated representative of a trust or business entity shall be deemed notice to the trust or business entity, and notice given to the designated representative of a common or jointly held ownership shall be deemed notice to all owners.

23. **Subsequent Liens.** No provisions of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is and shall remain subordinate to this Easement or any amendments hereto.

24. **Grantor's Representations and Warranties.**

24.1 Grantor represents and warrants to the best of its actual knowledge that Grantor: i) has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year; ii) has the right to grant access to the Property to Grantee for the purposes described in this Deed and has in fact granted said access to Grantee to this grant of conservation easement; and iii) shall defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

24.2 Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's actual knowledge during her ownership of the Property:

- 24.2.1 No Hazardous Materials exist or have been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property; there has been no release or threatened release of any hazardous materials on, at, beneath, or from the Property; and there are no underground storage tanks located on the Property;
- 24.2.2 Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;
- 24.2.3 There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- 24.2.4 No civil or criminal proceedings or investigations have been threatened or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

25. **Acceptance.** Grantee hereby accepts without reservation the rights and obligations created by this Deed for which no goods or services were exchanged or provided.

26. **General Provisions:**

- 26.1. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, 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.
- 26.2. **Captions.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.
- 26.3. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute. Upon Grantor's request, Grantee shall provide a document of estoppel or an estoppel certificate certifying the degree to which Grantor is at the time in compliance with this Deed.
- 26.4. **Controlling Law.** The provisions of this Deed are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.
- 26.5. **Liberal Construction.** The provisions of this Deed are to be liberally construed in favor of the Purpose, and any ambiguities or questions regarding the validity of

specific provisions shall be interpreted in favor of maintaining the Purpose. Any decisions resolving such ambiguities or questions shall be documented in writing.

- 26.6. **Counterparts.** The Parties may execute this Deed in two or more counterparts which shall, in the aggregate, be signed by all parties. All counterparts, when taken together, shall constitute this Deed, and shall be deemed the original instrument as against any party who has signed it.
- 26.7. **Entire Agreement.** This Deed sets forth the entire agreement of the Parties with respect to the terms of this Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Deed, all of which are merged herein. Upon execution and recordation of this Deed, the Original Deed is hereby amended and restated in its entirety by this Deed, and the Original Deed shall be superseded by this Deed and have no further force or effect; provided, however, that such amendment and restatement shall not interrupt the perpetual duration of the Original Deed or the property rights which vested in Grantee upon the recording of the Original Deed.
27. **Recording.** Grantor shall record this Deed in a timely fashion in the official records of Jefferson County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.
28. **No Third Party Enforcement.** This Deed is entered into by and between the Parties, and does not create rights or responsibilities for the enforcement of its terms in any third parties.
29. **Joint and Several Liability.** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Deed.
30. **Ownership by Single Entity Consisting of Multiple Parties.** If Grantor at any time is an entity which consists of shareholders, partners or members, such Grantor entity is required to include in its operating agreement, bylaws or other documents setting forth the rights and responsibilities of the entity, the right to assess such shareholders, partners or members for any monetary or other obligations set forth in this Deed. Grantor shall provide a copy of such documentation at any time upon Grantee's request.
31. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, 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, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Parties, intending to legally bind themselves, have

set their hands on the date first written above.

GRANTOR:

By: Karin Heine
Karin Heine

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 1 day of February,
2018, by Karin Heine in her individual capacity as owner of the Property.

Witness my hand and official seal.

My commission expires: December 11, 2021

EJ' C
Notary Public

ELIZABETH ECKSTEIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134076790
MY COMMISSION EXPIRES DECEMBER 11, 2021

GRANTEE:

COLORADO OPEN LANDS,
a Colorado non-profit corporation

By Anthony P. Caligiuri
Anthony P. Caligiuri, President

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 1st day of February, 201~~8~~⁸, by Anthony P. Caligiuri as President of Colorado Open Lands, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: December 11, 2021

Elizabeth Eckstein
Notary Public

ELIZABETH ECKSTEIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134076790
MY COMMISSION EXPIRES DECEMBER 11, 2021

EXHIBIT A

Legal Description of the Property

Existing Conservation Area

PARCEL C: LOTS 1, 2 AND 3, BUSH SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.

New Conservation Area

PARCEL A: (AS SET FORTH IN ORDER AND DECREE QUIETING TITLE RECORDED SEPTEMBER 2, 2015 UNDER RECEPTION NO. 2015094073):

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M. CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, WHENCE THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 BEARS N 00° 18' 33" W FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE N 00° 18' 33" W ALONG SAID EAST LINE, A DISTANCE OF 1515.50 FEET; THENCE S 89° 30' 13" W A DISTANCE OF 264.04 FEET TO THE POINT OF BEGINNING; THENCE S 89° 21' 17" W A DISTANCE OF 263.96 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PARFET STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N 00° 18' 33" W A DISTANCE OF 190.93 FEET; THENCE N 89° 33' 21" E A DISTANCE OF 263.96 FEET; THENCE S 00° 18' 33" E A DISTANCE OF 190.90 FEET TO THE POINT OF BEGINNING.

PARCEL B: (AS SET FORTH IN ORDER AND DECREE QUIETING TITLE RECORDED SEPTEMBER 2, 2015 UNDER RECEPTION NO. 2015094073):

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M. CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 21, WHENCE THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21 BEARS N 00° 18' 33" W FORMING THE BASIS OF BEARING FOR THIS DESCRIPTION; THENCE N 00° 18' 33" W ALONG SAID EAST LINE, A DISTANCE OF 1423.13 FEET TO THE POINT OF BEGINNING; THENCE S 89° 41' 05" W A DISTANCE OF 528.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PARFET STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N 00° 18' 33" W A DISTANCE OF 90.00 FEET; THENCE N 89° 21' 17" E A DISTANCE OF 263.96 FEET; THENCE N 89° 30' 13" E A DISTANCE OF 264.04 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21, THENCE ALONG SAID EAST LINE, S 00° 18' 33" E A DISTANCE OF 92.35 FEET TO THE POINT OF BEGINNING.

PARCEL D:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 730 5/12THS FEET SOUTH OF NORTHWEST CORNER OF NORTHEAST 1/4 NORTHWEST 1/4, THENCE SOUTH 293 FEET, THENCE EAST AT RIGHT ANGLES TO SAID WEST LINE 742 FEET, THENCE NORTH AT RIGHT ANGLES 293 FEET, THENCE WEST AT RIGHT ANGLES 742 FEET TO PLACE OF BEGINNING. EXCEPT PORTION THEREOF DESCRIBED IN DEED RECORDED OCTOBER 27, 1927 IN BOOK 300 AT PAGE 348,

AND EXCEPT RIGHT OF WAY DESCRIBED IN INSTRUMENT RECORDED DECEMBER 14, 1923 IN BOOK 259 AT PAGE 92, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL E: A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

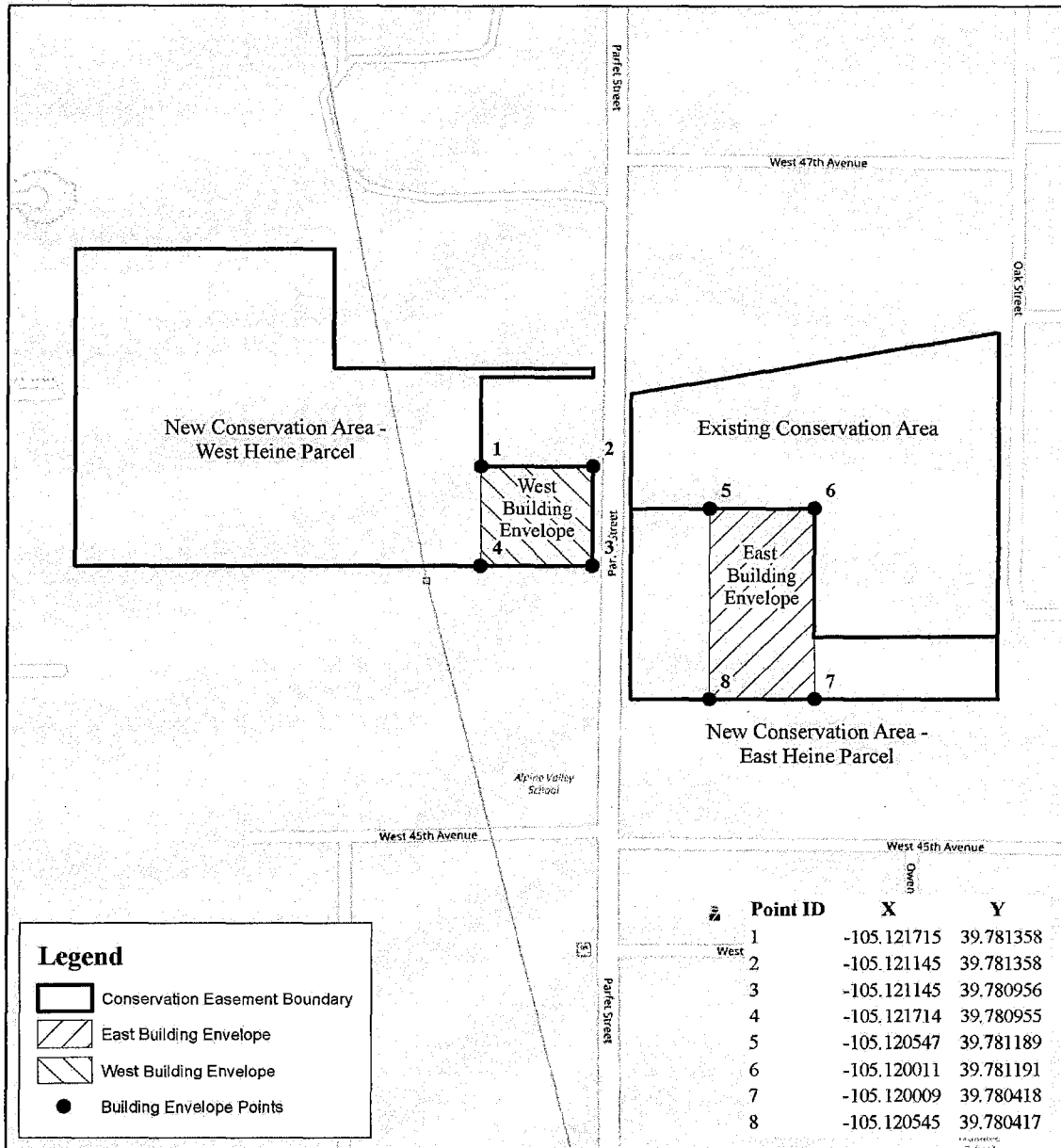
BEGINNING AT THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 554 2/12THS FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH ON SAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 176.25 FEET; THENCE AT RIGHT ANGLES EAST, 371 FEET; THENCE AT RIGHT ANGLES NORTH, 176.25 FEET; THENCE AT RIGHT ANGLES WEST, 371 FEET TO THE POINT OF BEGINNING. COUNTY OF JEFFERSON, STATE OF COLORADO.

EXHIBIT B

Map of Property



HEINE WILDLIFE SANCTUARY A&R CONSERVATION EASEMENT JEFFERSON COUNTY



Preparer: Colorado Open Lands Date: 10/17/2017
Public Access should not be inferred from this map. This map is not a survey and should not be construed as one.

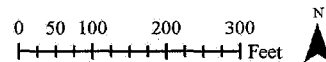


EXHIBIT C

Water Rights

Previously Dedicated Water Rights Historically Used on the East Heine Parcel

Two shares Capital Stock of The Brown and Baugh Ditch Company, represented by share certificate number 306, representing a proportionate interest in 10.0 c.f.s. of water decreed as Clear Creek Priority No. 45, by Decree of the District Court of Arapahoe County on October 4, 1884.

New Dedicated Water Rights – Historically Used on the West Heine Parcel

Ten shares Capital Stock of The Brown and Baugh Ditch Company, represented by share certificate numbers 313, 316, and 331, representing a proportionate interest in 10.0 c.f.s. of water decreed as Clear Creek Priority No. 45, by Decree of the District Court of Arapahoe County on October 4, 1884.

