

Zone Map Change Staff Report

Date: October 22, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Terence T. Quinn, AICP, Director of Community Development *TQ*
CC: Trevor Bedford, AICP, Senior Planner
Curtis J. Weitkumat, AICP, Long Range Planning Manager
Steven E. Koster, AICP, Assistant Director of Planning Services
Subject: **9998 South Perry Park Road - Zone Map Change**
Project File: **DR2025-004**

Planning Commission Hearing:	October 20, 2025 @ 6:00 p.m.
Board of County Commissioners Hearing:	November 3, 2025 @ 2:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of a zone map change to rezone approximately 115 acres from Rural Residential (RR) to Agricultural One (A-1) in accordance with the Douglas County Zoning Resolution (DCZR) Section 112 – Zone Map Changes, under the procedure for “Rezoning of land, when requested by the landowner, to bring it into compliance with the Master Plan.”

The proposed zone map change is located on the east side of South Perry Park Road, approximately 4,400 feet north of Fox Farm Road in the southwest portion of the County and is intended to ensure consistency with an existing conservation easement. The project is located within the West Plum Creek Nonurban Subarea as identified by the 2040 Comprehensive Master Plan (CMP).

At its public hearing on October 20, 2025, the Planning Commission unanimously recommended approval of the rezoning by a vote of 9 to 0.

II. APPLICATION INFORMATION

A. Applicant

Cathy Redeker
Abbe Ranch, LLC
9676 S. Perry Park Road
Larkspur, CO 80118

C. Request

The applicant requests approval of a zone map change consisting of approximately 115 acres from RR to A-1 for consistency with an existing conservation easement and greater consistency with the CMP.

D. Process

A zone map change application is processed pursuant to Section 112 of the DCZR.

Per Section 112.06 of the DCZR, “The Board shall evaluate the proposed amendment, staff report, referral agency comments, public testimony, and the Planning Commission recommendation, and shall approve, approve with conditions, table for further study, remand to the Planning Commission or deny the map amendment.”

E. Location

The subject property is located on the east side of South Perry Park Road, approximately 4,400 feet north of Fox Farm Road in the southwest portion of the County. The attached vicinity map, zoning map, and aerial map highlight site location and existing conditions.

F. Project Description

This zone map change application is to rezone approximately 115 acres from Rural Residential (RR) to Agricultural-One (A-1). The intent is to ensure consistency with an existing conservation easement over the property and with the Comprehensive Master Plan.

III. CONTEXT

A. Background

The applicant owns five parcels adjacent to each other. Approximately 83 acres is zoned A-1 while the remaining approximately 115 acres is zoned RR. The entire 198 acres is subject to a conservation easement granted to the Douglas Land Conservancy. The conservation easement prohibits further subdivision and limits any future development of the site to one additional single-family residence within a building envelope as well as agricultural and equestrian improvements.

B. Adjacent Land Uses and Zoning

The zone map change request is adjacent to open space, agricultural, and residential properties.

Zoning and Land Use

Direction	Zoning	Land Use
North	Agricultural One and Rural Residential	Residential and Vacant Land
South	Agricultural One	Agricultural
East	Agricultural One	Vacant Land
West	Agricultural One	Sandstone Ranch Open Space

IV. ZONE MAP CHANGE ELIGIBILITY

Section 112 of the DCZR allows for changes to the zoning map. The procedure is utilized for the following:

- Zoning of land disconnected from an incorporated area.
- Rezoning of land purchased with open space funds or dedicated to the County for open space.
- Correction of zoning map errors.
- Rezone of land to Open Space Conservation district.
- Rezoning of land, when requested by the landowner, to bring it into compliance with the Master Plan.

In this case, the property owners requested to rezone a property to bring it into greater compliance with the Master Plan. The subject property is within the West Plum Creek Subarea of the CMP. The CMP includes the following goals and policies that support the zone map change request.

- Goal 3-1: Project and conserve the natural and rural character of the nonurban area.
- Objective 3-1A: Preserve land that is characterized by ranching, farming, significant wildlife habitat, important biotic systems, or important scenic views, in perpetuity.
- Policy 3-1A.2: Preserve open space through the purchase of land or conservation easements, donations, acquisitions, partnerships, or other appropriate land conservation tools.
- Goal 3-2: Ensure land use and design is compatible with the natural and rural character of the nonurban area.
- Goal 3-3: Maintain the unique rural character of the Chatfield Valley (nonurban area), Cherry Valley, High Plateau, Indian Creek, Northeast, West Plum Creek, and Pike National Forest and Foothills Subareas.
- Policy 3-3F.1: Low-intensity rural development is supported in the West Plum Creek Subarea.
- Policy 3-3F.2: New development in the West Plum Creek Subarea at densities higher than one dwelling unit per 35 acres is not supported by this Plan.

V. REFERRALS

This zone map change was distributed to applicable referral agencies. No concerns were received from referral agencies. Douglas County Open Space and Natural Resources responded with support for the request. Courtesy notices of an application in progress were sent to abutting landowners. No responses from the public were received.

VI. PLANNING COMMISSION

At a public hearing on October 20, 2025, the Planning Commission considered the applicant’s request for approval of the zone map change. After a presentation by staff, the Planning Commission recommended approval of the application by a vote of 9 to 0.

VII. STAFF ASSESSMENT

Staff has evaluated the zone map change request. The map change rezones property to A-1 to bring the property into greater compliance with the Comprehensive Master Plan and an existing conservation easement. In staff’s assessment, the request meets the eligibility criteria. After consideration, the Board of County Commissioners may approve the zone map changes and sign the resolution.

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LAND USE APPLICATION

Please complete, sign, and date this application. Return it with the required items listed on the Submittal Checklist to planning.submittals@douglas.co.us. Submittals may also be mailed or submitted in person to Planning Services. **NOTE: The Planning Commission or the Board of County Commissioners should not be contacted regarding an open application.**

OFFICE USE ONLY
PROJECT TITLE: _____
PROJECT NUMBER: _____

PROJECT TYPE: ZONING MAP CHANGE
MARKETING NAME: N/A
PRESUBMITTAL REVIEW PROJECT NUMBER: PS 2025 - 114

PROJECT SITE:
Address: 9998 S. Perry Park Road Larkspur, CO 80118
State Parcel Number(s): 2607-310-00-018 and 2607-320-00-011
Subdivision/Block#/Lot# (if platted): SEE ATTACHED

PROPERTY OWNER(S):
Name(s): ARBE RAWLH LLC c/o CATHY REDEKER - PERSONAL REPRESENTATIVE
Address: 9676 S. Perry Park Road Larkspur CO 80118
Phone: 303-981-7387
Email: [REDACTED]

AUTHORIZED REPRESENTATIVE: *(Notarized Letter of Authorization is required from the property owner, unless the owner is acting as the representative)*
Name: _____
Address: _____
Phone: _____
Email: _____

To the best of my knowledge, the information contained on this application is true and correct. I have received the County's information sheet regarding the *Preble's Meadow Jumping Mouse*.

Leslie Kathleen Redeker, Personal Representative 7-8-25
Applicant Signature Date

ZONING MAP CHANGE NARRATIVE

PARCELS#2607-310-00-018 AND #2607-320-00-011

The subject property is part of a larger tract of land consisting of 198 contiguous acres that are fully encumbered by a recorded Deed of Conservation Easement. The Conservation Easement restricts the use and development of the larger tract of land, including the subject property, and prohibits any subdivision of the larger tract as a whole. Currently, two of the parcels within this larger tract of land encumbered by the Conservation Easement are zoned A- 1 (Agriculture One), while the remaining two parcels (the subject property) are zoned RR (Rural Residential). Given that the entirety of the land is governed by the same Conservation Easement, it is appropriate that all parcels be rezoned to A-1 to ensure consistency with the Conservation Easement's terms. In addition, the entire larger tract of land is located within the West Plum Creek Subarea (Objective 3-3F) as described in the Douglas County Comprehensive Master Plan (CMP). This request would bring the lots into compliance with the policies of the CMP which support low intensity rural development.

We respectfully request that the subject property be downzoned to A-1 (Agricultural One).

Comprehensive Master Plan Land Use Reference Map

Comprehensive Master Plan Areas

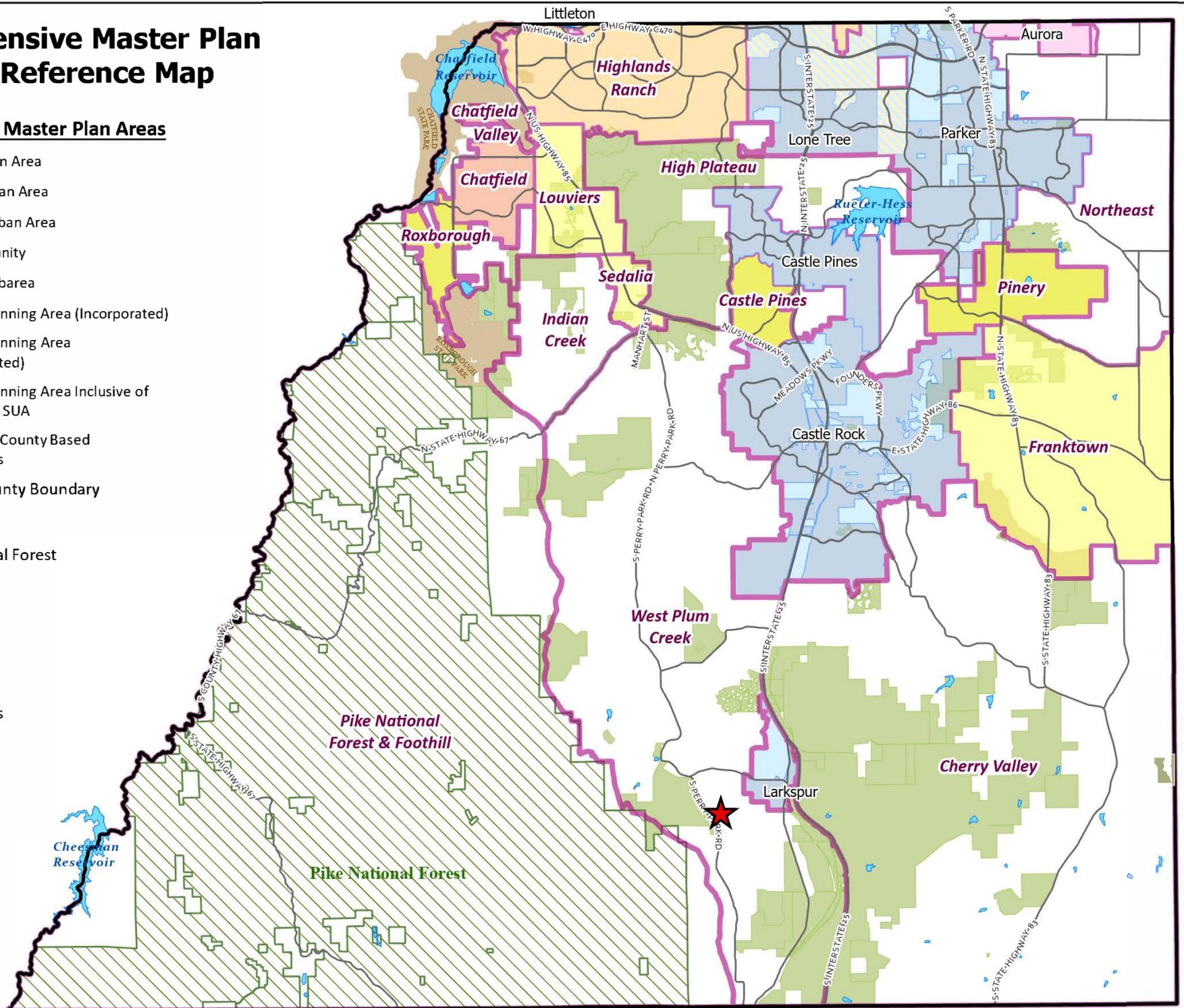
- Primary Urban Area
- Chatfield Urban Area
- Separated Urban Area
- Rural Community
- Nonurban Subarea
- Municipal Planning Area (Incorporated)
- Municipal Planning Area (Unincorporated)
- Municipal Planning Area Inclusive of County PUA / SUA
- Non-Douglas County Based Municipalities
- Douglas County Boundary

Parks

- Pike National Forest
- State Parks
- Open Space
- Lakes

Roadways

- Major Roads



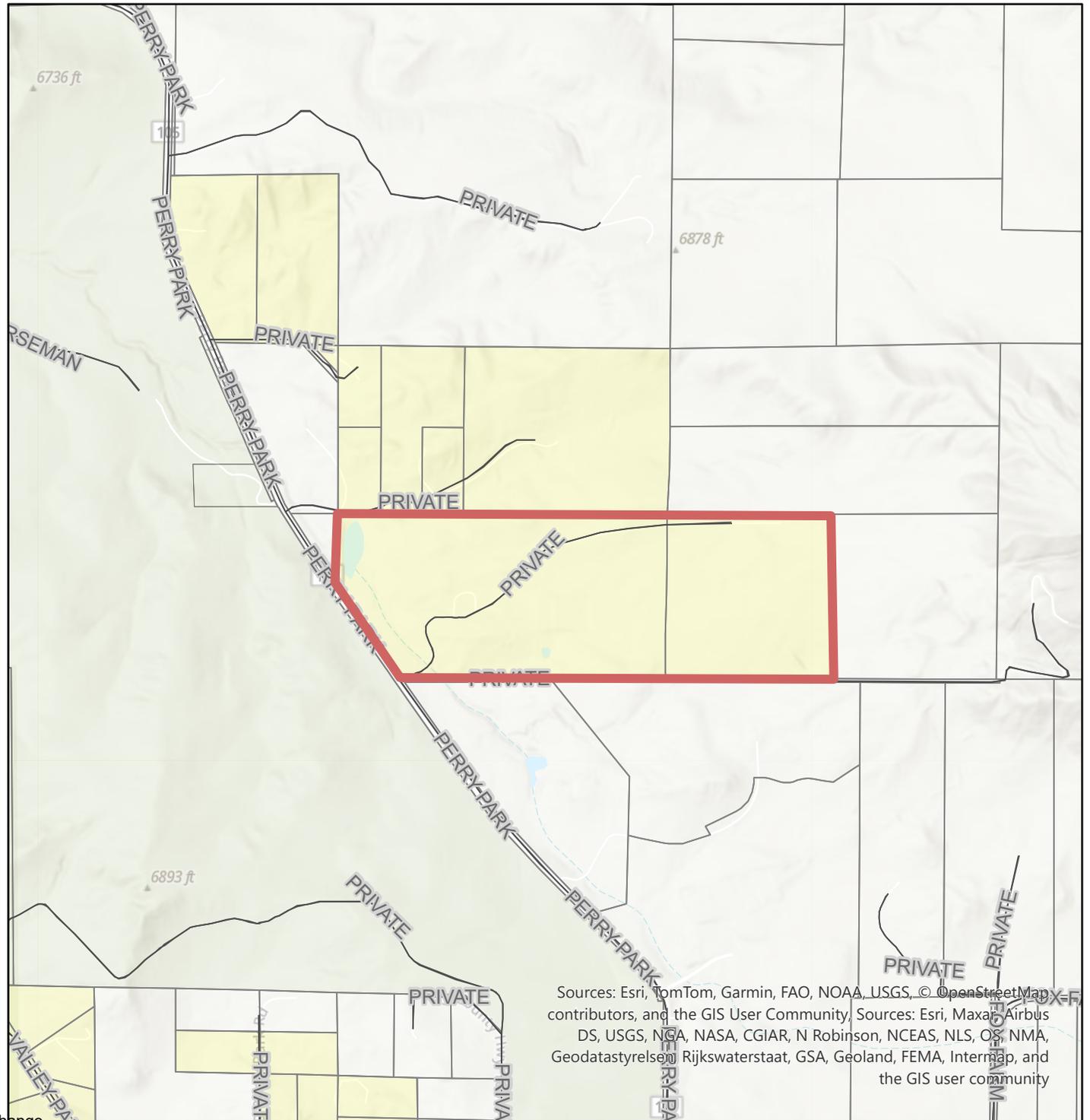
9998 South Perry Park Road

DR2025-004 Zoning Map



LEGEND

- Roads
- Major Roads
- ▭ Parcels - PARCELS
- ▭ A1 - AGRICULTURAL ONE
- ▭ RR - RURAL RESIDENTIAL



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

9998 South Perry Park Road

DR2025-004
Aerial Map



LEGEND

- Roads
- Major Roads
- Parcels - PARCELS



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastyrrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

Referral Agency Response Report**Project Name:** 9998 South Perry Park Road**Project File #:** DR2025-004**Date Sent:** 08/06/2025**Date Due:** 08/27/2025

Agency	Date Received	Agency Response	Response Resolution
Addressing Analyst	08/15/2025	No Comment	No response necessary
Town of Larkspur	08/15/2025	No Comment	No response necessary
Assessor	08/27/2025	No Comment	No response necessary
Douglas County Conservation District		No Response Received	No response necessary
Engineering Services	08/27/2025	No Comment	No response necessary
Office of Emergency Management	08/11/2025	No Comment	No response necessary
Open Space and Natural Resources	08/07/2025	Open Space and Natural Resources supports this request. The change to Agricultural One will better fit the conservation easement.	No response necessary
Sheriff's Office		No Response Received	No response necessary
Sheriff's Office E911		No Response Received	No response necessary
Wildfire Mitigation	08/26/2025	Wildfire mitigation has no issue with the change from RR to A-1 from a wildfire perspective.	No response necessary
Larkspur FD		No Response Received	No response necessary

DV 25-344



REFERRAL RESPONSE REQUEST

Date Sent: August 6, 2025

Comments due by: **August 27, 2025**

Project Name: 9998 South Perry Park Road

Project File #: DR2025-004

Project Summary: The applicant is requesting a Zone Map Change from Rural Residential (RR) to Agricultural One (A-1) for approximately 115.5 acres to bring the property into compliance with the Douglas County Comprehensive Master Plan and an existing conservation easement on the property.

Information on the identified development proposal located in Douglas County is enclosed. Please review and comment in the space provided.

<input checked="" type="checkbox"/> No Comment	
<input type="checkbox"/> Please be advised of the following concerns: _____	
<input type="checkbox"/> See letter attached for detail.	
Agency: ENGINEERING	Phone #: 4318
Your Name: AL PETERSON <i>(please print)</i>	Your Signature: <i>Al Peterson</i>
	Date: 8/27/25

Agencies should be advised that failure to submit written comments prior to the due date, or to obtain the applicant's written approval of an extension, will result in written comments being accepted for informational purposes only.

Sincerely,

Trevor Bedford, AICP, Project Planner

Enclosure

DEED OF CONSERVATION EASEMENT
ABBE RANCH, LLC

Any time the Property is transferred by Grantor to any third party, Grantor shall pay a transfer fee of \$500 to Grantee and notify Grantee pursuant to the requirements of Section 11 of this Deed.

THIS DEED OF CONSERVATION EASEMENT (“**Deed**”) is granted on this 7th day of July, 2011, by Abbe Ranch, LLC, a Colorado limited liability company (“**Grantor**”), whose address is 9998 South Perry Park Road, Larkspur, Colorado, 80118, to **DOUGLAS LAND CONSERVANCY**, a Colorado non-profit corporation (“**Grantee**”), whose address is P.O. Box 462, Castle Rock, Colorado 80104. (Grantor and Grantee are collectively referred to herein as the “**Parties**”).

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 198 acres of land, located in Douglas County, State of Colorado (“**Property**”).
- B. **Qualified Organization.** Grantee is a "qualified organization," as defined in I.R.C. §170(h) and a charitable organization as required under C.R.S. § 38-30.5-104(2).
- C. **Conservation Purposes.** According to I.R.C. § 170(h)(4)(A) and Treas. Regs. § 1.170A-14(d), the conservation purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The conservation purposes set forth in this Recital C and referred to hereafter in this Deed are collectively referred to as the “**Conservation Values.**”

The Conservation Values of the Property are as follows:

Relatively Natural Habitat [Treas. Regs. § 1.170A-14(d)(3)]. The Property contains six relatively natural plant communities, including ponderosa pine / scrub woodland, foothill prairie, mesic oak thicket, wet meadow, cottonwood riparian forest, and marsh that provide food, shelter, breeding ground, and migration corridors for several wildlife species, including wide-ranging wildlife species such as elk, mule deer, black bear, and mountain lion that prefer low levels of human occupation. The entire Property is located within summer concentration and overall range for black bear; overall range for mountain lion, white-tailed deer and elk; and summer and winter range for mule deer. Portions of the Property are within a black bear—human conflict area and harbors a resident population of mule deer. The Property also provides habitat for many non-game vertebrate species including small mammals, birds, reptiles, and amphibians. Specific species which are or may be present on the Property include: turkey,

black-tailed prairie dog, mice, voles, chipmunks, badger, and coyote. The Property provides suitable habitat for a high diversity of breeding bird species, including the Steller's jay, western scrub-jay, mountain bluebird, green-tailed towhee, lark bunting, northern harrier, yellow-headed blackbird, and Cassin's finch; each of which are species identified as Species of Continental Importance in the North American Landbird Conservation Plan as being among the most important bird species for continental-level conservation. In addition, the Partners in Flight Land Bird Conservation Plan for Colorado identifies the lark bunting and northern harrier as high priority bird species for conservation in various habitats in the Central Shortgrass Prairie physiographic area. All of the foregoing bird species are possible breeders on the Property. The Property provides suitable habitat for fourteen species that are included in the Colorado Wildlife Action Plan (Anonymous 2006) as "species of greatest conservation need", including the northern leopard frog, northern harrier, golden eagle, band-tailed pigeon, broad-tailed hummingbird, pygmy nuthatch, lark bunting, vesper sparrow, evening grosbeak, Cassin's finch, red crossbill, meadow jumping mouse, swift fox, and fringed myotis. The mesic oak thicket and ponderosa pine / scrub woodland communities are especially valuable for wildlife, because of the abundant Gambel oak, which produces acorns that are eaten by many wildlife species. The mesic oak thickets are often impenetrable, and, therefore, provide valuable hiding cover for larger animals. The wildlife habitat value of the Property is enhanced by the presence of structurally diverse vegetation (coniferous and deciduous forest, deciduous shrubland, grassland, and open water), and by the proximity of the Property to significant areas of minimally developed land (primarily the Pike National Forest). The Property also contributes to the ecological viability of the Pike National Forest.

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

Scenic enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. A large portion of the Property is visible to the general public from State Highway 105 (Perry Park Road) and the Pike National Forest, each of which is open to and actively utilized by tourists as well as residents of Douglas County and the State of Colorado.

Agriculture. The Property is currently used for limited agricultural purposes including horse-back riding and horse grazing. The Property is suitable for and has in the past been used for dryland production of crops such as hay and livestock grazing. These uses are compatible with other land use in the vicinity, as adjacent properties are used for agricultural production and livestock grazing.

Significant public benefit. There is a foreseeable trend of intense development in the vicinity of the Property in the near future as rural Douglas County continues to be subdivided into thirty-five acre lots and developed for residential purposes, including the 2,200 acre Sandstone Ranch residential development which is adjacent to the Property.

There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

It should also be noted that the terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Douglas County, and the State of Colorado.

D. State Policy Concerning Conservation Easements. C.R.S. § 33-1-101, provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors." C.R.S. § 35-3.5-101 states 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." C.R.S. § 38-30.5-102 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, environmental quality or life sustaining ecological diversity . . ."

E. Other Supporting Government Policy. Protecting the Property with a conservation easement will support Douglas County conservation goals, objectives, and policies, including:

1. Douglas County 2030 Comprehensive Master Plan Goal 10-1: Protect and enhance wildlife habitat and movement corridors and foster wildlife conservation.
2. Douglas County 2030 Comprehensive Master Plan Objective 10-1C: Support public and private programs that foster wildlife conservation.
3. Douglas County 2030 Comprehensive Master Plan Goal 3-1: Protect and conserve the natural and rural character of the nonurban area.
4. Douglas County 2030 Comprehensive Master Plan Objective 3-1A: Preserve land that is characterized by ranching, farming, significant wildlife habitat, important biotic systems, or important scenic views, in perpetuity.
5. Douglas County 2030 Comprehensive Master Plan Policy 3-1A.2: Preserve open space through the purchase of land or conservation easements, donations, acquisitions, partnerships, or other appropriate land-conservation tools.
6. Douglas County Board of Commissioners Resolution No. R-994-062, which states in part that "there is a critical need for the preservation of open space lands and for the provision of trails and parks in Douglas County."

F. **Documentation of Present Conditions.** Pursuant to Treas. Regs. § 1.170A-14(g)(5) and in order to document the condition of the Property as of the date of this Deed, a report has been prepared by Land Stewardship Consulting, Inc., and dated May, 2011, (“**Present Conditions Report**”). The Present Conditions Report contains a natural resources inventory and also documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Present Conditions Report is acknowledged by Grantor and Grantee as an accurate representation of the Property at the time of the transfer. The Present Conditions Report has 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 Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.

G. **Charitable Donation.** Grantor intends to create a conservation easement pursuant to I.R.C. § 170(h), Treas. Regs. § 1.170A-14, and C.R.S. § 38-30.5-101, and hereby makes a charitable gift of the property interest conveyed by this Deed to Grantee.

ACKNOWLEDGEMENT OF INTENT:

As a guide to the interpretation of this Deed and administration of the conservation easement created by this Deed by future generations, Grantor and Grantee, for themselves, and for their successors and assigns, herein expressly declare their agreement and dedication to the following purpose and intent:

1. **Purpose.** The purpose of this Deed is to preserve and protect the Conservation Values in perpetuity (“**Purpose**”). This Purpose is in accordance with I.R.C. § 170(h). In order to achieve this Purpose, Grantor intends to convey this Deed to Grantee to ensure the preservation and protection of the Conservation Values in perpetuity.

2. **Intent.** Subject only to the Purpose set forth above, the Parties intend to permit all other uses of the Property that are not inconsistent with the preservation and protection of the Conservation Values, as determined by Grantee in its sole discretion subject to Section 17 (Grantor’s Notice) and Section 18 (Grantee’s Approval), or that are not expressly prohibited herein. Nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.

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

1. **Conveyance of Easement.** Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual conservation easement in gross (“**Easement**”), an immediately vested interest in real property defined by C.R.S. §§ 38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values in perpetuity.

2. **Rights of Grantee.** To accomplish the Purpose of this Easement, this Deed conveys the following rights to Grantee, its employees and its representatives:

- A. To preserve and protect the Conservation Values;
- B. To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that, prior to such entry, Grantee shall first provide reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- C. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and, except as limited by Section 8 below, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use.

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values or any other provisions of 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 preservation and protection of the Conservation Values. These retained rights include, but are not limited to, the retention of the economic viability of the Property.

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. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

A. **Existing Improvements.** At the time of granting of this Deed, the following improvements exist on the Property:

(1) **Residential Improvements.** The existing residential improvements on the Property include one (1) approximately thirty-six hundred (3,600) square foot three-story single-family residence, one (1) approximately two hundred sixteen (216) square foot cabin, and one (1) approximately sixty-three (63) square foot stone pump house (the "Existing Residential Improvements").

(2) **Agricultural Improvements.** The existing agricultural improvements on the Property include two (2) metal barns and one (1) wood barn, each with one (1) attached wood shed (the "Existing Agricultural Improvements").

(3) **Location of Improvements.** The Existing Residential Improvements and the Existing Agricultural Improvements, (collectively,

“Existing Improvements”) are located within the approximately 9.328 acre Building Envelope (“Building Envelope”) on the Property, which is legally described on Exhibit C, attached hereto and made a part of this Deed, and generally depicted on Exhibit B. Grantor may maintain and repair the Existing Improvements at their current location without further permission of Grantee. In addition, Grantor may locate, construct, replace and enlarge the Existing Improvements subject to Section 4C below.

(4) *Equestrian Facilities*. There are a number of temporary facilities on the Property which are used in conjunction with two (2) annual equestrian events including one (1) training clinic and one (1) competition, which are held on the Property (the “Equestrian Events”). The temporary facilities include approximately two hundred (200) sets of jumps generally made of logs, posts and stones (the “Jumps”), six (6) outdoor dressage arenas (the “Arenas”), twelve (12) outhouses (the “Outhouses”), two (2) tent barns, and six (6) travel trailers and/or sheds (collectively, the “Equestrian Facilities”). Grantor may maintain, replace and repair the Equestrian Facilities at their current locations without further permission of Grantee. In addition, Grantor may relocate, replace and enlarge the Equestrian Facilities which are located wholly within the Building Envelope subject to Section 4C below. Grantor may maintain, replace and repair the existing Arenas and Outhouses which are located wholly or partially outside of the Building Envelope, but may not relocate or enlarge such Equestrian Facilities. Grantor may maintain, construct, repair, replace, relocate and enlarge the Jumps, regardless of location on the Property, in a manner that is not inconsistent with the preservation and protection of the Conservation Values. During the Equestrian Events only, Grantor may locate one (1) temporary handicap-accessible restroom facility within the Building Envelope. At any time that Grantor replaces or relocates the Equestrian Facilities or constructs any Jumps, Grantor shall notify Grantee at or prior to the time of the activity so that Grantee may update its records.

B. *New Improvements*. Grantor may construct the following new improvements:

(1) *Residential Improvements*. Within the Building Envelope, Grantor may construct or otherwise locate one (1) additional single-family residence, and one (1) caretaker’s or guest house. Within the Building Envelope, Grantor may construct or otherwise locate associated residential appurtenances such as garages, sheds, utility buildings, wells and associated infrastructure, renewable energy structures and facilities, and recreational improvements (including, but not limited to, pools and sport courts). (All improvements permitted within this Section 4.B(1) shall be referred to herein as “New Residential Improvements”).

(2) ***Agricultural Improvements.*** Within the Building Envelope, Grantor may construct or otherwise locate new agricultural buildings including, but not limited to, barns, silos, greenhouses, storage buildings, machine shops, indoor and outdoor riding arenas, and wells and well infrastructure (“**New Agricultural Improvements**”).

(3) ***Equestrian Facilities.*** Within and outside of the Building Envelope, Grantor may construct or otherwise locate new Jumps; provided, however, that Grantor shall locate any new Jumps permitted in this Section in a manner which is not inconsistent with the preservation and protection of the Conservation Values. No new Arenas or Outhouses may be constructed or located anywhere on the Property.

C. ***General Construction Restrictions and Procedures.*** In no case shall Grantor construct, place, replace or enlarge any New Residential Improvement, New Agricultural Improvement, Existing Agricultural Improvement or any Existing Residential Improvement to exceed thirty-five (35) feet in height, as measured by local building code ordinance. No single New Residential Improvement shall exceed thirty-six hundred (3,600) square feet of enclosed Floor Area (defined below), and no single New Agricultural Improvement shall exceed thirty-six hundred (3,600) square feet of enclosed Floor Area. The square footage of enclosed Floor Area within the Building Envelope shall not exceed a cumulative maximum of twenty thousand (20,000) square feet. Prior to the location, construction, replacement or enlargement of any New Residential Improvement or New Agricultural Improvement or the replacement of any Existing Residential Improvement or Existing Agricultural Improvement, as permitted in this Section 4, Grantor shall request and obtain Grantee’s approval prior to any replacement or construction pursuant to Section 17 (Grantor’s Notice) and Section 18 (Grantee’s Approval) of this Deed. Grantor shall locate any New Residential Improvement, New Agricultural Improvement or Equestrian Facility permitted within the Building Envelope in a manner which is not inconsistent with the preservation and protection of the Conservation Values.

D. ***Outside the Building Envelope.*** Grantor may construct or place two (2) minor Agricultural Improvements with a Floor Area of less than one hundred (100) square feet or other minor Agricultural Improvements such as corrals, hayracks, stock tanks or center-pivot sprinklers (collectively, “**Minor Agricultural Improvements**”) anywhere on the Property without permission of Grantee. Prior to the construction or placement of any such Minor Agricultural Improvement, Grantor shall notify Grantee in accordance with Section 17 of this Deed. Any other improvements outside the Building Envelope are prohibited.

E. ***Definition of Floor Area.*** For purposes of Section 4, Floor Area shall mean all residential or non-residential finished or unfinished space, covered and enclosed within two or more walls, but does not include residential covered or uncovered decks or patios.

F. *Other Improvements.*

(1) *Road Construction and Paving.* For purposes of this Section, "Roads" shall mean any permanent road that is graded, improved or maintained, including any seasonal unimproved roads.

a. *Within the Building Envelope.* Grantor may construct new Roads and parking areas within the Building Envelope to access improvements expressly permitted within the Building Envelope by Section 4 of this Deed. Grantor may construct, repair, and/or re-surface permitted new Roads and existing Roads or parking areas located within the Building Envelope without Grantee's approval. Grantor shall not construct or establish any Road wider than necessary to provide access or to meet local codes for width or access to permitted improvements.

b. *Outside the Building Envelope.* Grantor shall not construct or establish Roads outside the Building Envelope except for those existing Roads or new Roads depicted on **Exhibit B**. Notwithstanding the foregoing, Grantor may construct or establish new Roads to provide access to any Minor Agricultural Improvements and/or to carry out agricultural and resource management activities permitted by this Deed; provided, however, that the location, size, scope, design and nature of any such new Roads shall be subject to Grantee's approval in accordance with Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed. Grantor may repair and maintain any new Road approved by Grantee without Grantee's approval. Grantor shall not construct or establish any Road wider than necessary to provide access or to meet local codes for width of access to Improvements. Grantor shall not pave or otherwise surface any Road unless Grantee determines that said surfacing is not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed. Grantor may establish equestrian and pedestrian trails on the Property, provided that such trails are unpaved and Grantee determines that the location and scope of any proposed trail is not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed.

(2) *Fences.* Grantor may repair and replace existing fences and construct new fences anywhere on the Property, provided that said fences are not inconsistent with the preservation and protection of the Conservation Values.

(3) *Utility Lines.* Grantor may repair and replace existing utility lines in the same location with a similar structure. Grantor may install new utility lines

within the Building Envelope(s). Grantor may only install new utility lines outside the Building Envelope(s) if Grantor installs said utility lines underground within the Roads. Grantor may construct or significantly upgrade other utility lines if Grantee determines that said utility lines are not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed.

(4) **Signs.** Grantor may place and maintain signs on the Property provided that no individual sign exceeds twelve (12) square feet. Grantor may place larger signs on the Property if Grantee determines that said signs are not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed.

(5) **Energy Generation.** The construction of wind, solar, hydroelectric or biomass energy generation facilities that are primarily for the generation of electricity to be consumed on the Property in conjunction with those activities permitted by this Deed is permitted within the Building Envelope provided that Grantee determines that such facilities are not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval). Any energy generated on the Property in accordance with this paragraph that 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, Grantor shall conduct the following uses of the Property in accordance with the provisions below. In the event Grantee believes any resource management practice(s) are not consistent with the preservation and protection of the Conservation Values, Grantee may request that Grantor and Grantee shall, at Grantor's expense, consult with a mutually agreed upon resource management professional. This professional will provide written recommendations for said resource management practice(s) not inconsistent with the preservation and protection of the Conservation Values. Notwithstanding the foregoing, Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm, ranch and forest management practices, and in the situation of the Grantor may result in an evolution of agricultural, silvicultural, and other uses of the Property, and such uses are permitted provided they are not inconsistent with the preservation and protection of the Conservation Values

A. **Agriculture.** 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, and avoiding unsustainable livestock grazing practices. Grantor may construct and maintain agricultural ditches, stock ponds, wells or other agricultural water

features. Grantor may also grow crops within the Building Envelope.

B. **Timber.** On a limited and localized basis, Grantor may cut trees 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 buildings and fences. Grantor may conduct tree thinning activities to maintain the character and nature of the habitat. Grantor shall only conduct other timber harvesting activities 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 not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 15 (Grantor's Notice) and 16 (Grantee's Approval) of this Deed.

C. **Relatively Natural Habitat.** Grantor may conduct major habitat management activities such as removing tamarisk, chaining juniper or sagebrush, constructing ponds and wetlands, and conducting controlled burns provided that Grantee determines that said management activities are not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor's Notice) and 18 (Grantee's Approval) of this Deed.

D. **Minerals and Other Deposits.** As of the date of this Deed, Grantor owns all mineral rights located on, under, or in the Property or otherwise associated with the Property. Grantor shall not transfer, lease or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. Grantor shall not permit any filling, excavating, dredging, mining, drilling, or exploration for or extraction of any minerals, hydrocarbons, coalbed methane, soils, sand, gravel, rock or other materials on, under, or in the Property by any method. Notwithstanding the foregoing, Grantor may establish one (1) area for extraction of soil, sand, rock or gravel for use on the Property, provided that such area shall not exceed one-quarter (1/4) acre, shall have only a temporary, localized, and limited impact on the Conservation Values, and when extraction is completed, the area shall be reclaimed to its original condition and revegetated with native vegetation (unless the area was not previously vegetated), such revegetation to be diligently pursued until the area has been successfully revegetated with native vegetation.

E. **Recreation.** Grantor may undertake low-impact recreational uses such as wildlife watching, horseback riding, hiking, cross-country skiing, hunting and fishing, provided they are not inconsistent with the preservation and protection of the Conservation Values. These uses are specifically excluded from the Restricted Practices in Section 6D.

F. **Water Rights.** 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 certain water rights, ditches and ditch rights, ponds, springs

and spring rights, reservoir and reservoir rights, wells and groundwater rights, water allotments, units or shares, and any other types of rights, including contracts, permits, easements, and rights-of-way, 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 (collectively, the “Water Rights”).

(1) **Permitted Uses of Water Rights.** Grantor hereby dedicates and restricts the Water Rights to be used exclusively for the preservation and protection of the Conservation Values. Grantor shall continue to maintain the historic use of the Water Rights.

(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 use or point of diversion of the Water Rights unless Grantee determines that said change is not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor’s Notice) and 18 (Grantee’s Approval) of this Deed. Grantor shall not construct, or permit others to construct, any new diversion, storage or other water structures upon the Property, shall not develop any conditional water rights for use on the Property, and shall not otherwise undertake any new development of water resources for use on the Property, unless Grantee determines that said action is not inconsistent with the preservation and protection of the Conservation Values, pursuant to Sections 17 (Grantor’s Notice) and 18 (Grantee’s Approval) of this Deed.

G. **Composting and Biomass Facilities.** Grantor may construct or maintain non-commercial compost or other biomass storage structures or facilities within the Building Envelope, provided, however, that the construction and maintenance of such structures or facilities are not inconsistent with the preservation and protection of the Conservation Values.

6. **Restricted Practices.**

A. **Subdivision.** Grantor and Grantee agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times Grantor shall own and convey the Property as a single parcel which shall be subject to the terms and conditions of this Easement. Grantor may own the single parcel by joint tenancy or tenancy in common; provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests

in the single parcel.

B. **Surface Disturbance.** Except as permitted within this Deed, Grantor shall not alter the surface of the land, including without limitation, moving, excavating or removing soil, sand, gravel, rock, peat or sod, in a manner that is inconsistent with the preservation and protection of the Conservation Values.

C. **Existing Water Features.** Except as permitted within this Deed, Grantor shall not alter, impair, modify or adversely change existing ponds, wetlands or stream channels in a manner that is inconsistent with the preservation and protection of the Conservation Values.

D. **Commercial or Industrial Activity.** Grantor shall not conduct commercial or industrial uses of the Property that are inconsistent with the preservation and protection of the Conservation Values. Nothing contained herein shall be construed as prohibiting Grantor from conducting additional permitted agricultural uses on the Property or from continuing the existing uses of the Property, including, but not limited to, conducting the Equestrian Events described in Paragraph 4.A(4) hereof. Notwithstanding the foregoing, any future Equestrian Events permitted hereunder shall be limited to the same nature and the same or lesser scope as the current Equestrian Events. Additionally, it is specifically agreed by the Grantor that in no event shall the total number of days on which the Equestrian Events are held on the Property in any calendar year exceed twenty (20) total days.

E. **Feed Lot.** Grantor shall not establish or maintain a feed lot. For purposes of this Deed, "feed lot" means a permanently constructed confined area or facility which is used and maintained continuously and exclusively for purposes of warm-up or fattening large numbers of livestock for market. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area, corral or other facility for warm-up or feeding, or from leasing pasture for the grazing of livestock owned by others.

F. **Public Access.** Nothing contained herein shall be construed as affording the public access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is not inconsistent with the preservation and protection of the Conservation Values.

G. **Trash.** Grantor may not dump or accumulate any kind of trash, sludge, or refuse on the Property, except for farm-related trash and refuse produced on the Property that is disposed of in a manner that is not inconsistent with the preservation and protection of the Conservation Values. Grantor may store or accumulate agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

H. **Hazardous Materials.** Grantor may use agri-chemicals on the Property in accordance with all applicable federal, state or local laws. Otherwise, the treatment, permanent storage, disposal or release of hazardous materials on, from or under the Property is prohibited. For the purpose of this Deed, hazardous materials shall mean any hazardous or toxic material or waste that is subject to any federal, state, or local law or regulation. Notwithstanding anything in this Deed to the contrary, this prohibition does not impose any liability on Grantee for hazardous materials, nor does it make Grantee an owner of the Property, nor does it permit or require Grantee to control any use of the Property that may result in the treatment, storage, disposal or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”).

I. **Weed Control.** Grantor shall manage the Property to control noxious weeds to the extent reasonably possible.

J. **Other Restricted Uses.** Grantor shall not construct or establish golf courses, sod farms, helicopter pads, and airstrips.

7. **Limited Impact Activities.** Subject to Section 17 (Grantor’s Notice) and Section 18 (Grantee’s Approval), Grantee may also, in its sole discretion, permit Grantor to engage in activities that may have limited impacts on the Conservation Values, provided that such activities: (1) do not violate or are not in conflict with the general and specific purposes of this Easement; AND (2) either enhance or do not significantly impair any Conservation Value protected by this Easement. Any approval granted pursuant to this paragraph shall be: (1) revocable at Grantee’s discretion; (2) limited in duration; and (3) specific to the individuals or entities who have requested to engage in such activity. Notwithstanding the foregoing, Grantee will not agree to any activity that could result in the termination of this Easement under state or federal law.

8. **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. 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:

A. **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.

B. **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) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless due solely to the act or omission of the Indemnified Parties; (ii) the obligations under this Section or (iii) the presence or release of hazardous materials on, under, or about the Property under Section 6(F) and (iv) the violation or alleged violation of, or other failure to comply with any applicable state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property. 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.

9. **Enforcement.** If Grantee finds what it believes is a violation of the terms of this Deed, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation ("Notice of Violation"). Upon receipt of the Notice of Violation, Grantor shall immediately discontinue the activity or use that has caused the alleged violation and shall either: (a) restore the Property to its condition prior to the violation in accordance with a written restoration plan ("Restoration Plan"); or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. The Restoration Plan shall be submitted to Grantee within twenty (20) days after Grantor's receipt of the Notice of Violation, or within a longer time period if so specified by Grantee in the Notice of Violation. The Restoration Plan shall be approved or disapproved by Grantee in writing within thirty (30) days after its submittal. If Grantee fails to respond in writing within thirty (30) days after Grantor's submittal to Grantee of a Restoration Plan, the Restoration Plan shall be deemed approved. Grantor shall begin restoring the Property in accordance with the Restoration Plan within ten (10) days after it is approved or deemed approved by Grantee and diligently pursue such cure to completion in compliance with the terms of the approved Restoration Plan. If the condition described in clause (b) above occurs, both parties agree to meet within thirty (30) days to resolve this difference. If the parties are unable to resolve the dispute at the meeting, Grantee may, at its discretion, take appropriate legal action. If after receipt of the Notice of Violation, Grantor continues the activity or use that caused the alleged violation or if a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently prior to the parties meeting and prior to completion of the Restoration Plan. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation, and may order Grantor to pay any restoration costs necessitated by Grantor's violation of the terms of this Deed.

Grantor shall pay any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit, and attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Easement. If the deciding body determines that Grantee has acted in bad faith in seeking to enforce this Easement, Grantee shall pay any costs incurred by Grantor in defending against such bad faith actions. The parties will share equally in any mediation fees. 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. Enforcement of the terms of this Easement 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. **Transfer of Easement.** Grantee shall have the right to transfer this Easement to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the U.S. Internal Revenue Code, and under C.R.S. §§38-30.5-101, *et seq.*, only if the agency or the organization expressly agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement, and only if Grantor approves of such transferee agency or organization, such approval by Grantor not to be unreasonably withheld. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes and that agrees to abide by the terms of this Easement and to assume the responsibility imposed on Grantee by this Easement.

11. **Transfer of Property.** Any time the Property or a portion thereof is transferred by Grantor to any third party, Grantor shall pay a transfer fee of \$500 to Grantee to be used for purposes consistent with Grantee's mission. Grantor shall notify Grantee in writing within (5) business days after closing using the form in Exhibit D attached hereto and made a part of this Deed, and shall attach to the form a copy of the new ownership deed. Grantee reserves the right to record a notice of transfer fee in the official real property records of Douglas County, Colorado. Notwithstanding the foregoing, no transfer fee shall be required to be paid in the event that the Property is transferred by Grantor to Grantor's heirs or beneficiaries or to any trust or other entity in which Grantor maintains an interest as trustee, beneficiary, or owner.

12. **Real Property Interest.** The granting of this Deed immediately vests Grantee with a property interest. Grantor and Grantee also agree, as to the value of the Property, an appraisal has been completed that indicates the fair market value of this property interest is fifty-nine percent (59%) of the full fair market value of the Property, excluding the value of any improvements located on the Property. Pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee further agree that this percentage shall remain constant.

13. **Termination of Easement.** This Easement may only be terminated or extinguished by judicial proceedings by a court of competent jurisdiction. The total loss of all the Conservation Values on the Property is the only grounds under which this Deed can be terminated. If this Easement is extinguished or terminated, whether in whole or in part, Grantee

shall be paid proceeds equal to the aforementioned percentage of the fair market value of the Property, but only to the extent that such proceeds are not attributable to the value of any improvements located on the Property. Grantee's use of the proceeds shall be used in a manner consistent with its conservation purpose and in compliance with Treasury Regulation § 1.170A-14(g)(6)(i).

14. **Eminent Domain.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, quasi-governmental or other authority, or acquired by such authority through purchase in lieu of the exercise of eminent domain ("**Condemnation**"), Grantee shall receive proceeds directly from the authority for any such Condemnation in the amount of fifty-nine percent (59%) of the proceeds received by Grantor, but only to the extent that such proceeds are not attributable to the value of any improvements located on the Property.

15. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each party's rights and obligations under this Easement 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.

16. **Change of Circumstance.**

A. **Economic Value.** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined by Grantee to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses has been considered by Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 13. In addition, the inability to carry on any or all of the permitted 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 13.

B. **Agricultural Value.** In the event Grantee believes that agriculture is no longer a Conservation Value, Grantee may request that Grantor and Grantee develop an acceptable plan to ensure appropriate land cover consistent with the preservation and protection of the Conservation Values. The expense of developing and implementing said plan shall be paid for by Grantor.

17. **Grantor's Notice.** Where Grantor's notice is required in this Deed, 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 activity in sufficient detail (i.e. location, size, scope, design, nature) to allow Grantee to evaluate the consistency of the proposed activity with the pertinent terms of this Easement.

18. **Grantee's Approval.** Where Grantee's approval is required in this Deed, Grantee shall grant or withhold its approval in writing within thirty (30) calendar days of receipt of Grantor's written notice thereof. Grantee's decision may be withheld if Grantee is unable to immediately evaluate the proposed action. If Grantee believes it does not have sufficient information to evaluate Grantor's request, Grantee shall notify Grantor within twenty (20) calendar days after receipt of the request and shall inform Grantor with specificity as to what information it is lacking. If Grantor provides the requested information, Grantee shall notify Grantor of its decision within twenty (20) calendar days of its receipt of such additional information.

19. **Notices.** Any notice that either party is required to give to the other in writing shall be transmitted via U.S. mail, overnight delivery service or served personally to the following addresses which addresses may change from time to time by a party giving written notice in the manner set forth above:

Grantor: Abbe Ranch, LLC
Richard and Susan Farmer, Managers
9998 South Perry Park Road
Larkspur, Colorado, 80118
Phone: 303-681-3589

Grantee: Douglas Land Conservancy
P.O. Box 462
Castle Rock, CO 80104
Phone: 303-688-8025

20. **Liens on the Property.**

A. **Current Liens.** There are currently no deeds of trust encumbering the Property.

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

21. **No Merger.** Unless the parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement.

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

A. Except as provided in Section 20, Grantor warrants that Grantor 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, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

(1) No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are no underground storage tanks located on the Property;

(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;

(3) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(4) No civil or criminal proceedings or investigations have been instigated at any time 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.

23. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed.

24. **General Provisions:**

A. **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.

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

C. **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.

D. **Controlling Law and Interpretation.** This Easement shall be performed and broadly interpreted under the laws of State of Colorado, resolving any ambiguities and questions of the validity of specific provisions in favor of maintaining the Purpose of this Deed. Any decisions resolving such ambiguities shall be documented in writing.

E. **Counterparts.** The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will confer a private benefit to Grantor or any other individual greater than the benefit to the general public (see IRS Reg. 1.170A-14(h)(3)(i)) or result in private inurement for a Board member, staff or contract employee of Grantee (see IRS Reg. 1.501(c)(3)-1(c)(2)), or affect the qualifications of this Easement under any applicable laws. Any amendment shall be consistent with Grantee's policies, must not be inconsistent with the preservation and protection of the Conservation Values, and shall not 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 both parties, and recorded in the official records of Douglas County, Colorado.

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

25. **Development Rights.** Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished.

26. **Recording.** Grantor shall record this Deed in timely fashion in the official real property records of Douglas County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

27. **No Third Party Enforcement.** This Deed is entered into by and between Grantor and Grantee and does not create rights or responsibilities for the enforcement of the terms of this Deed in any third parties except as expressly reserved herein.

28. **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 Easement.

29. **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 or to otherwise collect payment from such shareholders, partners or members for any monetary or other obligations set forth in this Easement. Grantor shall provide a copy of such documentation at any time upon Grantee's request.

30. ***Environmental Attributes.*** Grantor hereby reserves all Environmental Attributes associated with the Property. "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 Easement. Nothing in this Section 30 shall modify the restrictions imposed by this Deed or otherwise impair the preservation and protection of the Conservation Values.

31. ***Tax Benefits.*** Grantor acknowledges that Grantor is responsible for obtaining legal and accounting counsel to advise Grantor regarding the applicability of federal or state tax benefits that might arise from the donation of the Easement. Grantee makes no representation or warranty that Grantor will receive tax benefits for the donation of the Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR: ABBE RANCH, LLC

By: *Richard A. Farmer*
Richard A. Farmer, Manager

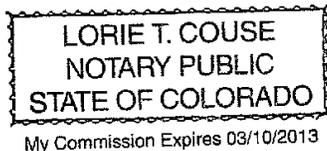
By: *Susan R. Farmer*
Susan Robinson Farmer, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7 day of July, 2011, by Richard A. Farmer and Susan Robinson Farmer, as Managers of Abbe Ranch, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____



Lorie T. Couse
Notary Public

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

PARCEL 1:

LOTS 3-A, 3-B, 3-C, 3-D, 4-A, 4-B, 4-C, 4-D, 6 AND 5, EXCEPT THAT PORTION OF LOT 5, LYING SOUTH AND WEST OF THE PERRY PARK ROAD, ALL OF SAID LOTS BEING A PART OF VACATED PLAT OF ABBE HILLS ACRES PURSUANT TO MEMORANDUM RECORDED DECEMBER 3, 1993 IN BOOK 1166 AT PAGE 875, COUNTY OF DOUGLAS, STATE OF COLORADO:

ALSO DESCRIBED AS FOLLOWS:

THE S1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, EXCEPT THAT PORTION OF THE SAID S1/2 OF THE SOUTHEAST 1/4 LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 31, 2144 FEET WESTERLY THEREON FROM THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 35 DEGREES 51 MINUTES 44 SECONDS WEST TO INTERSECT THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, THEREBY INTENDING TO DESCRIBE THE NORTHEASTERLY RIGHT OF WAY LINE OF PERRY PARK ROAD AS NOW CONSTRUCTED: ALL IN TOWNSHIP 9 SOUTH RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 2:

LOTS 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, ALL IN VACATED PLAT OF ABBE HILLS ACRES PURSUANT TO MEMORANDUM RECORDED DECEMBER 3, 1993 IN BOOK 1166 AT PAGE 875, COUNTY OF DOUGLAS, STATE OF COLORADO

ALSO DESCRIBED AS THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 9 SOUTH OF RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 3:

A TRACT LYING EAST OF PERRY PARK ROAD AND LOCATED IN SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4, THENCE WESTERLY ALONG QUARTER-QUARTER LINE OF SECTION 390.24 FEET MORE OR LESS, TO RIGHT OF WAY OF SAID ROAD, THENCE SOUTH 33 DEGREES 13 MINUTES EAST ALONG SAID RIGHT OF WAY 714.20 FEET, MORE OR LESS, TO CENTER LINE OF SAID SECTION; THENCE NORTH ALONG SAID CENTER LINE 597.50 FEET, MORE OR LESS TO TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 4:

A TRACT OF LAND AND EASEMENT IN SECTION 32, TOWNSHIP 9 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN MORE FULLY DESCRIBED AS:

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINE (9) SOUTH, RANGE SIXTY SEVEN (67) WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, AND A SIXTY (60) FOOT RIGHT OF WAY AND EASEMENT ALONG THE EXISTING ROADWAY ACROSS THE PROPERTY DESCRIBED AS FOLLOWS:

LOTS 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D, 4-A, 4-B, 4-C, 4-D, 6 AND 5, EXCEPT THAT PORTION OF LOT 5 LYING SOUTH AND WEST OF THE PERRY PARK ROAD, ALL OF SAID LOTS BEING A PART OF VACATED PLAT OF ABBE HILLS ACRES PURSUANT TO MEMORANDUM RECORDED DECEMBER 3, 1993 IN BOOK 1166 AT PAGE 875, COUNTY OF DOUGLAS, STATE OF COLORADO

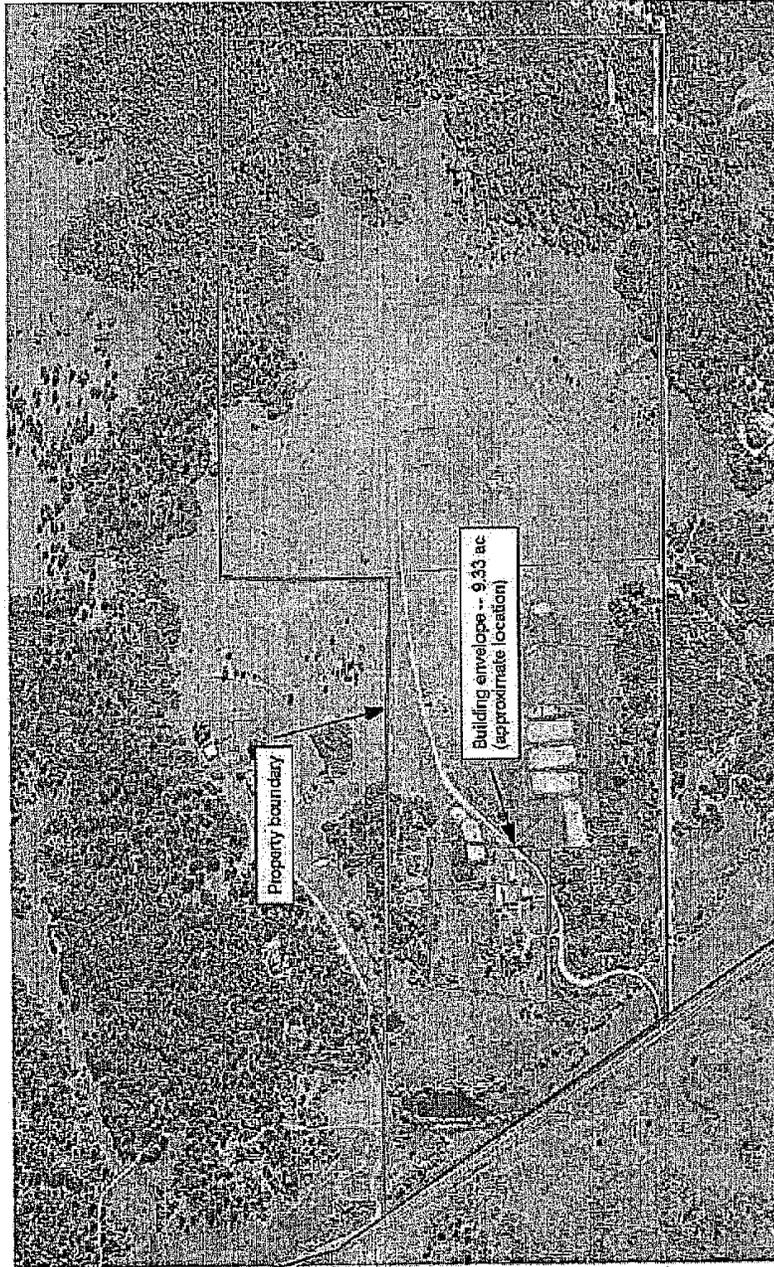
ALSO DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, EXCEPT THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 ;LYING SOUTH AND WEST OF THE FOLLWING DESCRIBED LINE; BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 31, 2144 FEET WESTERLY THEREON FROM THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE 35 DEGREES 51 MINUTES 41 SECONDS WEST TO INTERSECT THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31, HEREBY INTENDING TO DESCRIBE THE NORTHEASTERLY RIGHT OF WAY LINE OF PERRY PARK ROAD AS NOW CONSTRUCTED, ALL IN TOWNSHIP 9 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL 5:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 9 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

**EXHIBIT B
MAP OF PROPERTY/BUILDING ENVELOPE**



**EXHIBIT C
BUILDING ENVELOPE LEGAL DESCRIPTION AND DRAWING**

A parcel of land located in the South Half of the Southeast Quarter of Section 31, Township 9 South, Range 67 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being a part of that property described at Reception No. 2011022755 of the Douglas County records, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are referenced to the south line of the Southeast Quarter of Section 31, Township 9 South, Range 67 West of the 6th Principal Meridian, being an assumed bearing of South 89°32'26" West a distance of 2636.17 feet. Monumented at the Southeast Corner of Section 31, Township 9 South, Range 67 West of the 6th Principal Meridian by a 3 1/4" aluminum cap "Archer & Assoc. LS 6935 1988" and the South Quarter of said Section 31 by a 3 1/4" aluminum cap "Civil Arts-Drexel PLS 23405 2006".

Commencing at the Southeast Corner of Section 31, Township 9 South, Range 67 West; Thence North 66°34'44" West West, 1398.06 feet to the **TRUE POINT OF BEGINNING**; Thence South 89°55'36" West, 746.00 feet; Thence North 10°32'32" East, 561.42 feet; Thence North 88°12'29" East, 702.47 feet; Thence South 05°51'49" West, 575.97 feet to the **TRUE POINT OF BEGINNING**.

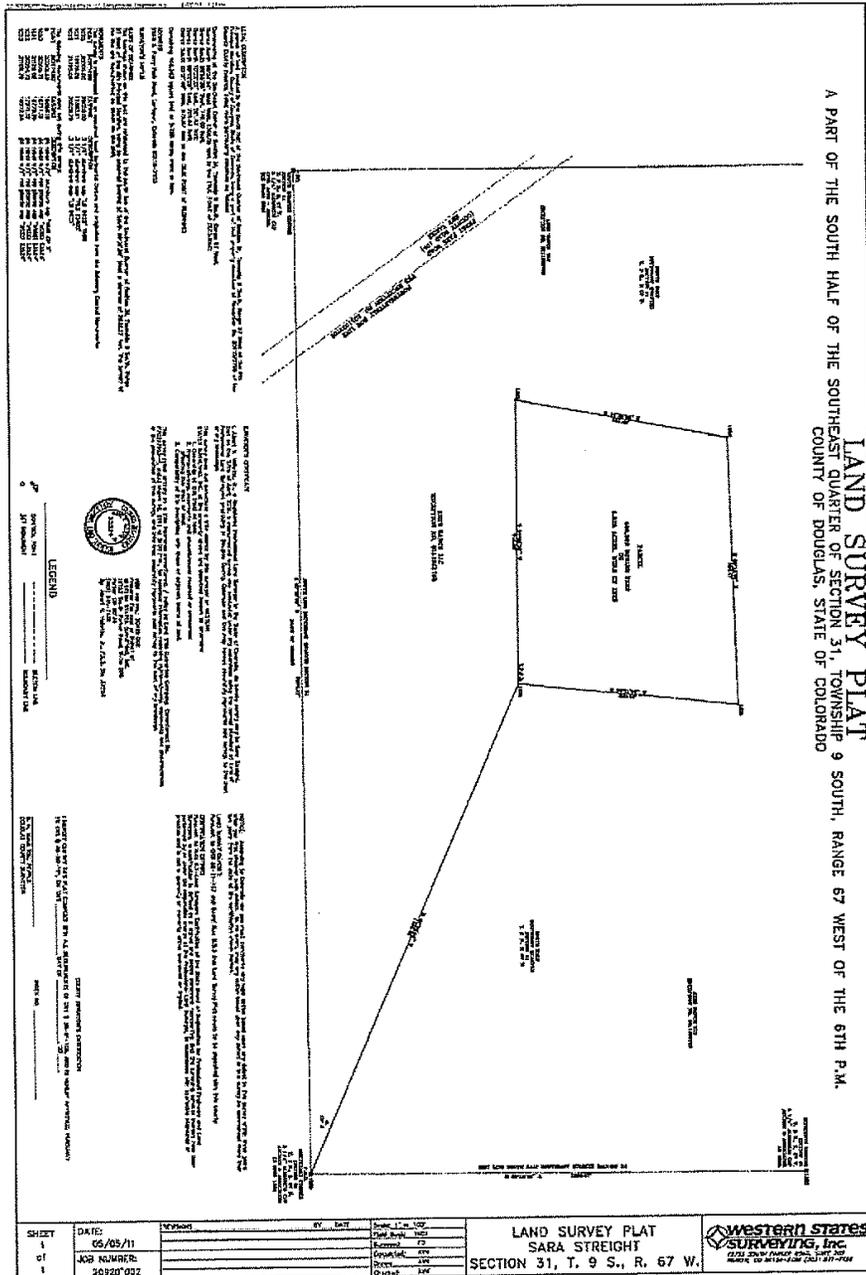
Containing 406,323 square feet or 9.328 acres, more or less.

I hereby certify that the above legal description was prepared under my direct supervision.



WSSI Job No. : 20920:002
Date: May 5, 2011 Abbe Ranch LLC
For and on Behalf of
Western States Surveying, Inc
12753 S. Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Albert V. Valletta, Jr., PLS 23524

Notice: According to Colorado law you must commence any legal actions based upon a defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



**EXHIBIT D
SAMPLE NOTICE OF TRANSFER OF PROPERTY**

To: Douglas Land Conservancy ("Grantee")
From: [Insert name of fee owner] ("Grantor")

Pursuant to Section 11 of the Deed of Conservation Easement recorded (date) under reception number _____, Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in **Exhibit A** attached hereto effective [insert date of closing] to [insert name of new Grantor], who can be reached at [insert name, legal address, phone and fax number]. Also pursuant to Section 10 of the aforementioned Deed of Conservation Easement, a copy of the new ownership deed is attached.

GRANTOR:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Date: _____