

Thornton Colorado

BIG DRY CREEK

Open Space & Heritage Trail

Big Dry Creek Recreation & Floodplain



Restoration Master Plan **Appendices**

February, 2018

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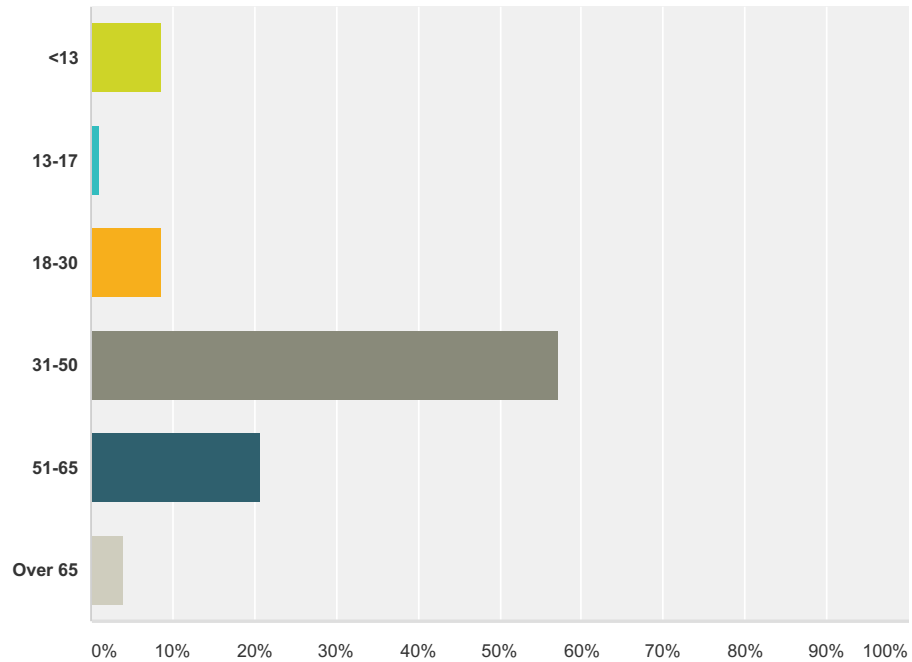
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Appendix A: Full Survey Results

From September 2016 to November 2016, the city of Thornton and Adams County partnered to distribute the Big Dry Creek Master Plan Public Input Survey for the development of the Big Dry Creek Corridor and Recreation Master Plan. The following, are the results of that survey.

Q1 Please select your age range

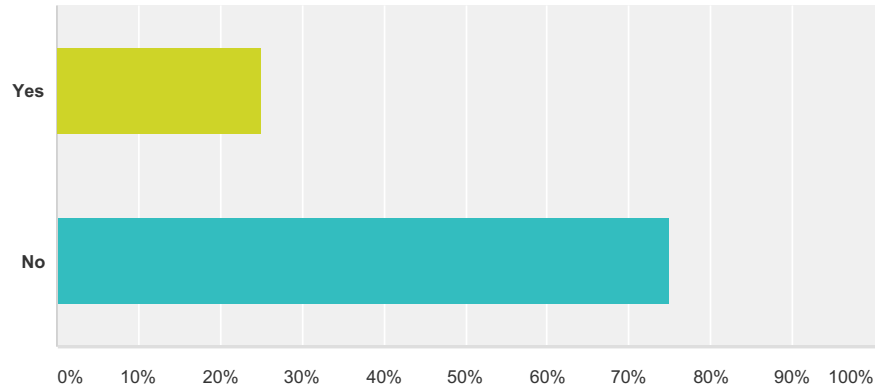
Answered: 353 Skipped: 5



Answer Choices	Responses
<13	8.50% 30
13-17	1.13% 4
18-30	8.50% 30
31-50	57.22% 202
51-65	20.68% 73
Over 65	3.97% 14
Total	353

Q2 Were you born and raised in the Thornton / Adams County area?

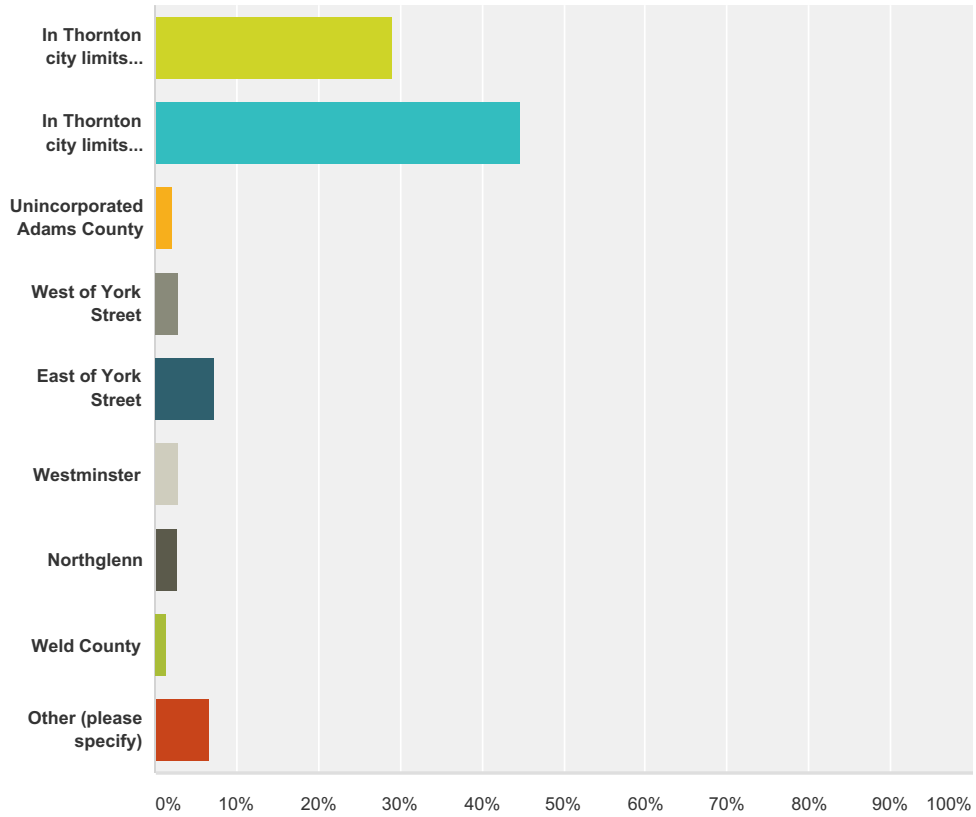
Answered: 355 Skipped: 3



Answer Choices	Responses	
Yes	25.07%	89
No	74.93%	266
Total		355

Q3 Where do you live in relation to the Big Dry Creek corridor?

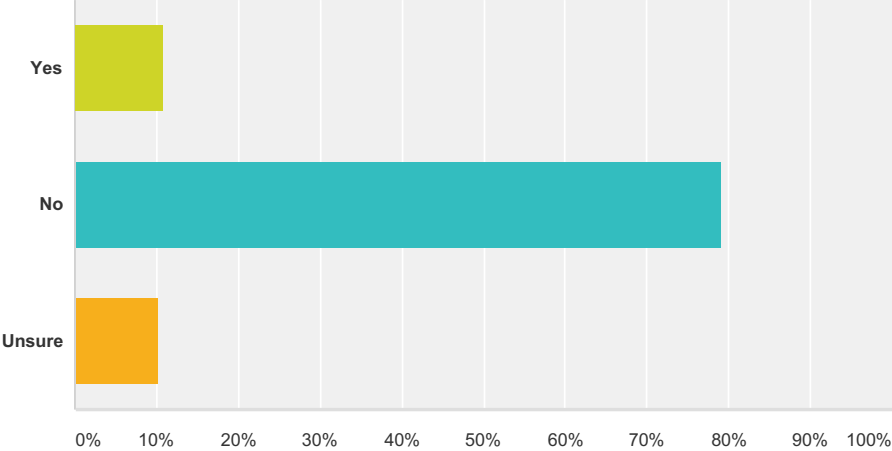
Answered: 340 Skipped: 18



Answer Choices	Responses	Count
In Thornton city limits north of 144th Avenue	29.12%	99
In Thornton city limits south of 144th Avenue	44.71%	152
Unincorporated Adams County	2.06%	7
West of York Street	2.94%	10
East of York Street	7.35%	25
Westminster	2.94%	10
Northglenn	2.65%	9
Weld County	1.47%	5
Other (please specify)	6.76%	23
Total		340

Q4 Does your property share a property line with a Big Dry Creek open space parcel?

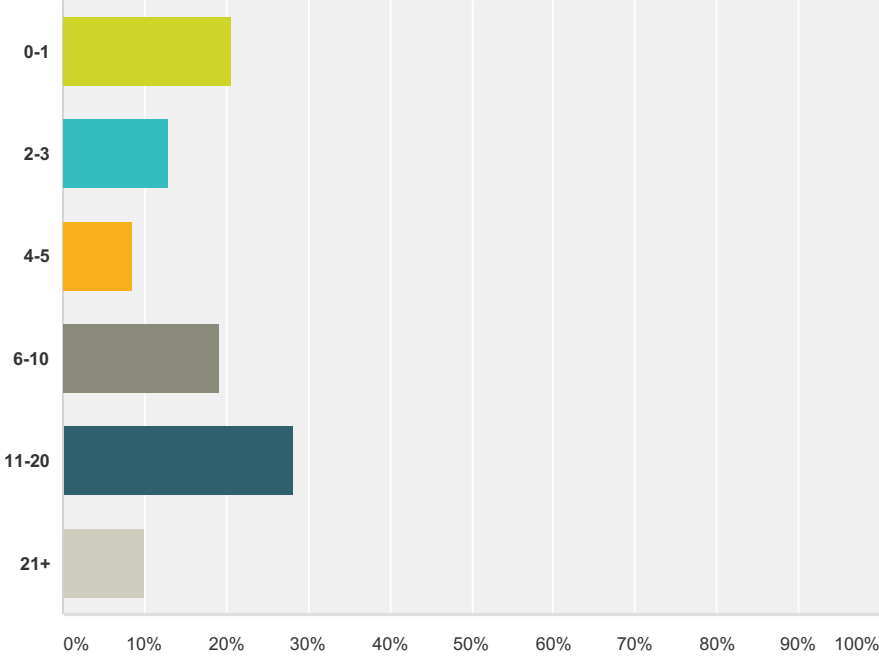
Answered: 353 Skipped: 5



Answer Choices	Responses	
Yes	10.76%	38
No	79.04%	279
Unsure	10.20%	36
Total		353

Q5 How many years have you lived in or around the Big Dry Creek area?

Answered: 347 Skipped: 11



Answer Choices	Responses	Count
0-1	20.75%	72
2-3	12.97%	45
4-5	8.65%	30
6-10	19.31%	67
11-20	28.24%	98
21+	10.09%	35
Total		347

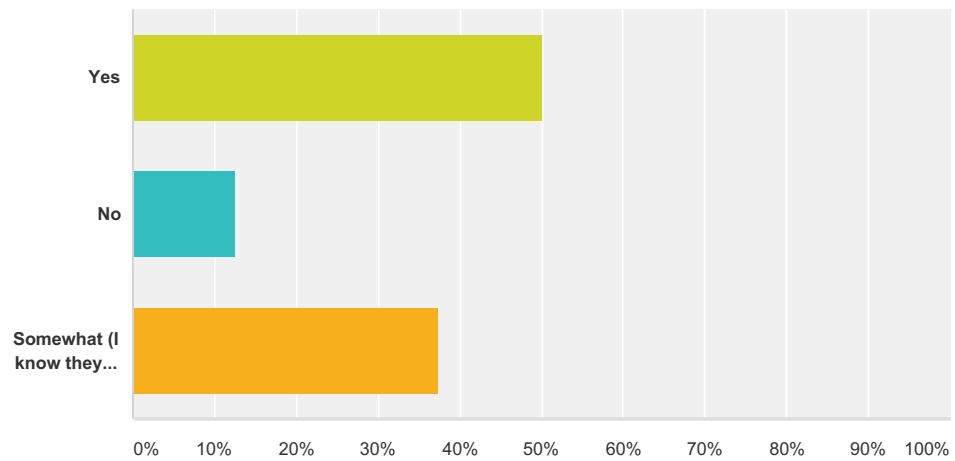
Q6 How many children do you have in your home?

Answered: 275 Skipped: 83

Answer Choices	Responses	
Pre-School or younger	56.73%	156
Elementary School	64.00%	176
Middle School	48.00%	132
High School	50.55%	139

Q7 Are you aware of the Big Dry Creek open space areas that are open to the public?

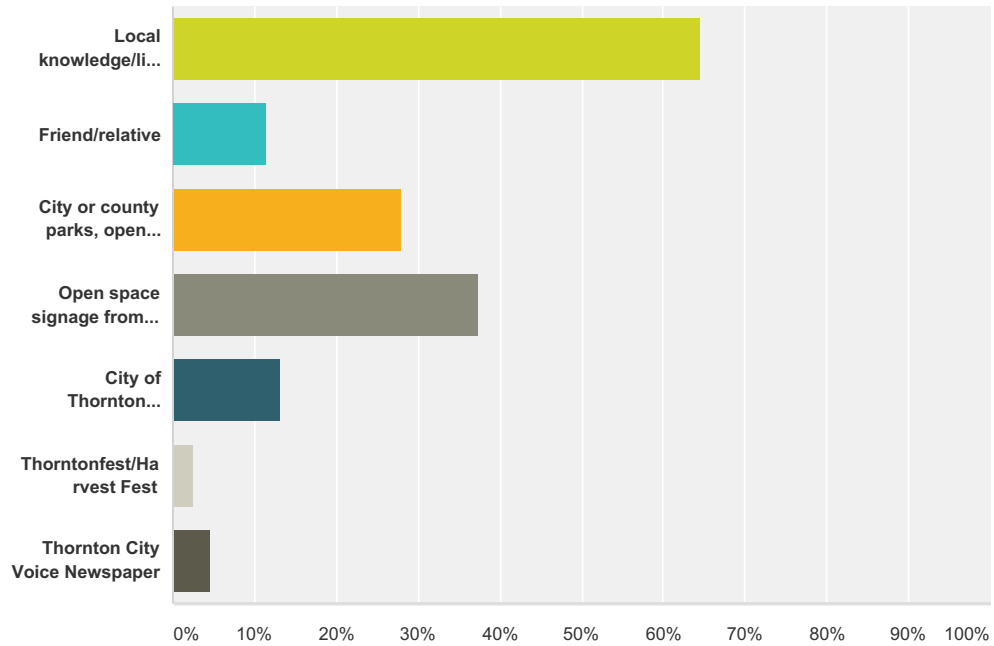
Answered: 335 Skipped: 23



Answer Choices	Responses	
Yes	50.15%	168
No	12.54%	42
Somewhat (I know they exist, but not much more than that)	37.31%	125
Total		335

Q8 How do you know about the Big Dry Creek open space areas? Please select all that apply

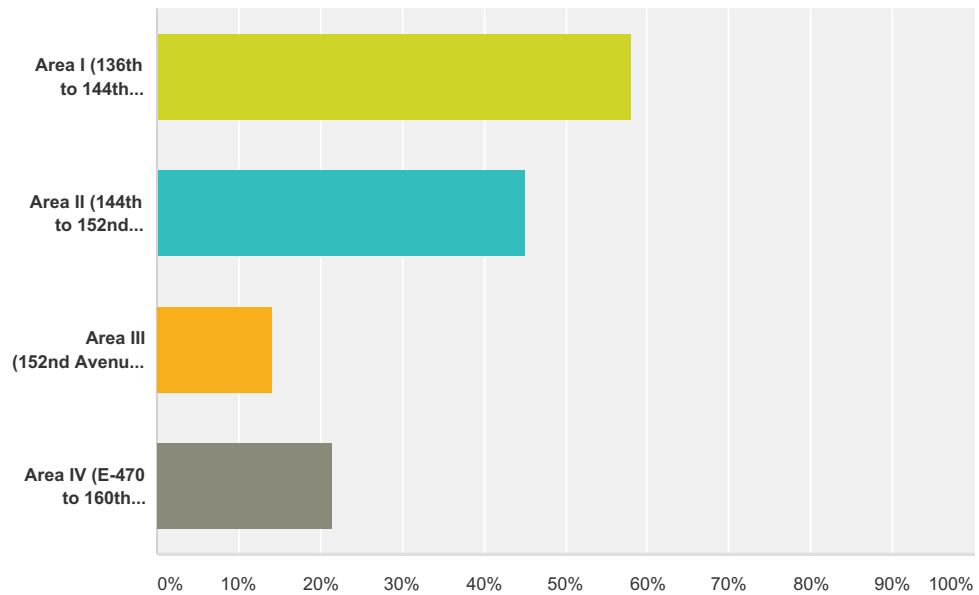
Answered: 321 Skipped: 37



Answer Choices	Responses
Local knowledge/live nearby	64.49% 207
Friend/relative	11.53% 37
City or county parks, open space & trails map	28.04% 90
Open space signage from the road	37.38% 120
City of Thornton website	13.08% 42
Thorntonfest/Harvest Fest	2.49% 8
Thornton City Voice Newspaper	4.67% 15
Total Respondents: 321	

Q9 Which Big Dry Creek open space areas do you currently visit? Please refer to the adjacent image and select all that apply

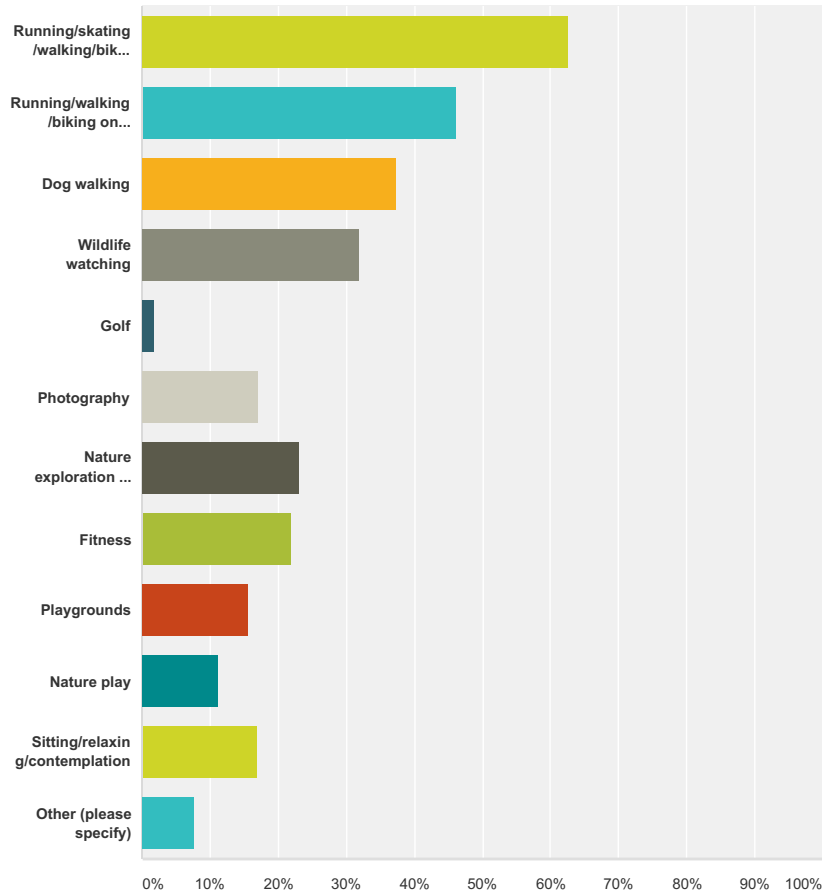
Answered: 255 Skipped: 103



Answer Choices	Responses	
Area I (136th to 144th Avenues)	58.04%	148
Area II (144th to 152nd Avenues)	45.10%	115
Area III (152nd Avenue to E-470)	14.12%	36
Area IV (E-470 to 160th Avenue)	21.57%	55
Total Respondents: 255		

Q10 How do you CURRENTLY use the Big Dry Creek open space areas? Please select all that apply

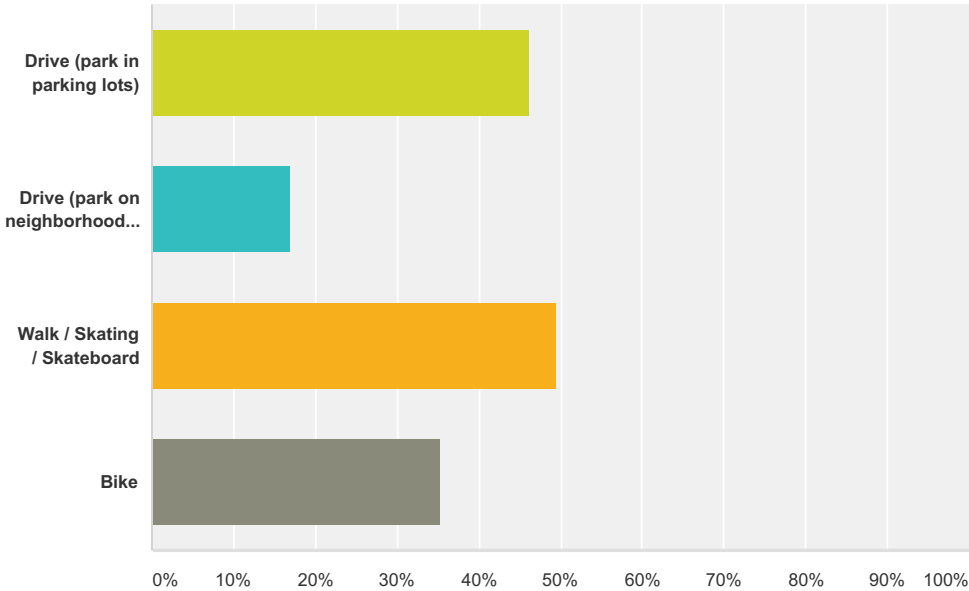
Answered: 273 Skipped: 85



Answer Choices	Responses	
Running/skating/walking/biking on paved trails	62.64%	171
Running/walking/biking on unpaved trails/off of trails	46.15%	126
Dog walking	37.36%	102
Wildlife watching	31.87%	87
Golf	1.83%	5
Photography	17.22%	47
Nature exploration (on and off-trail)	23.08%	63
Fitness	21.98%	60
Playgrounds	15.75%	43
Nature play	11.36%	31
Sitting/relaxing/contemplation	16.85%	46
Other (please specify)	7.69%	21
Total Respondents: 273		

Q11 How do you typically access Big Dry Creek open space areas? Please select all that apply

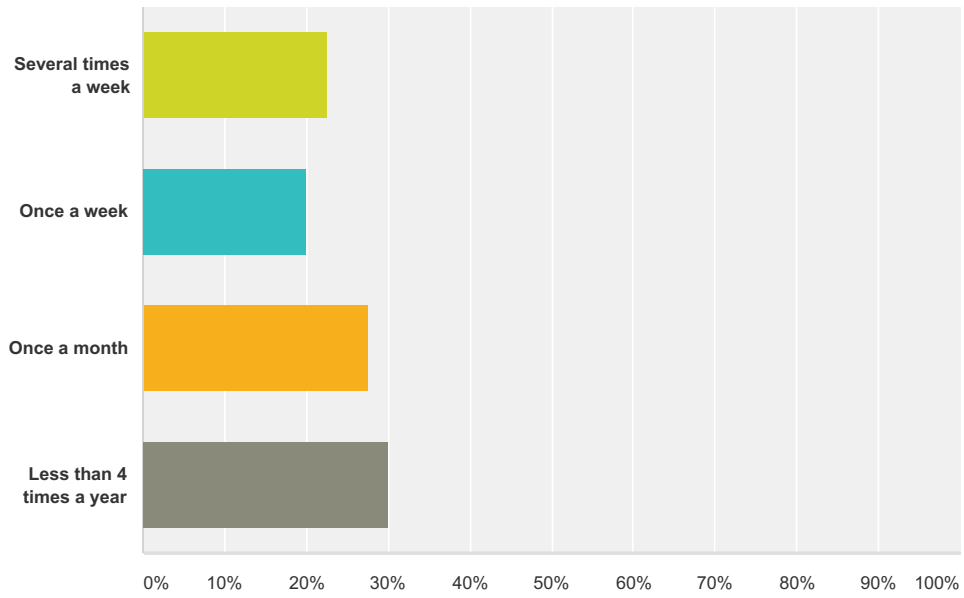
Answered: 267 Skipped: 91



Answer Choices	Responses	Count
Drive (park in parking lots)	46.07%	123
Drive (park on neighborhood streets)	16.85%	45
Walk / Skating / Skateboard	49.44%	132
Bike	35.21%	94
Total Respondents: 267		

Q12 How often do you visit Big Dry Creek open space areas?

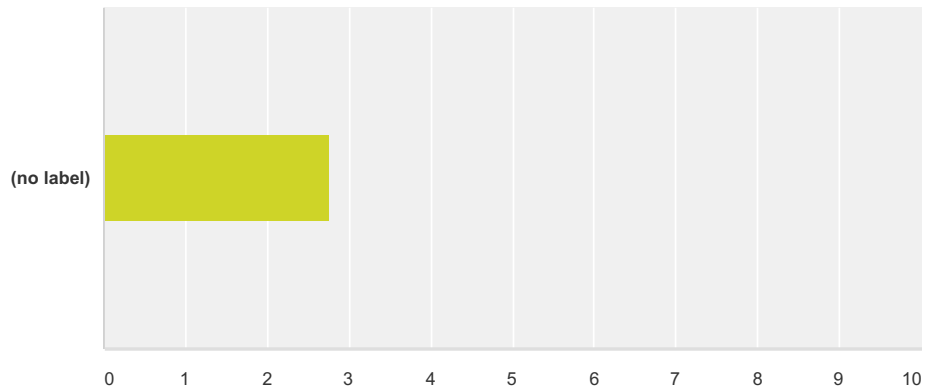
Answered: 280 Skipped: 78



Answer Choices	Responses	
Several times a week	22.50%	63
Once a week	20.00%	56
Once a month	27.50%	77
Less than 4 times a year	30.00%	84
Total		280

Q13 Accessibility

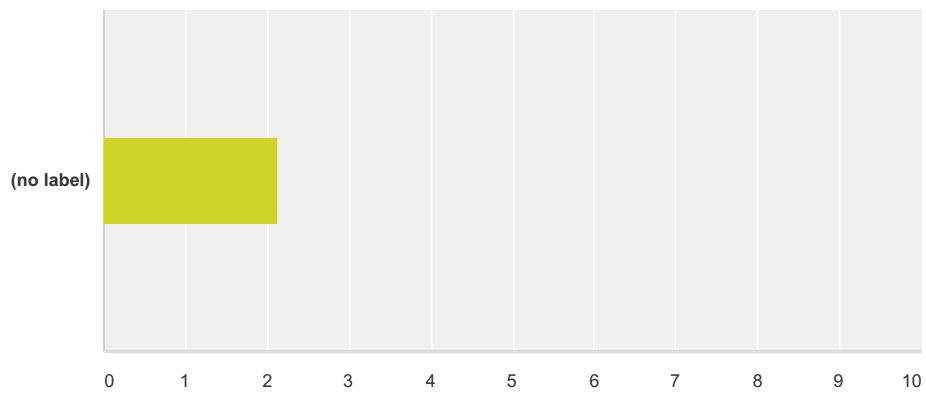
Answered: 256 Skipped: 102



	Very Inaccessible	Somewhat Inaccessible	Somewhat Accessible	Very Accessible	Total	Weighted Average
(no label)	11.72% 30	22.27% 57	44.92% 115	21.09% 54	256	2.75

Q14 Recreational Opportunities

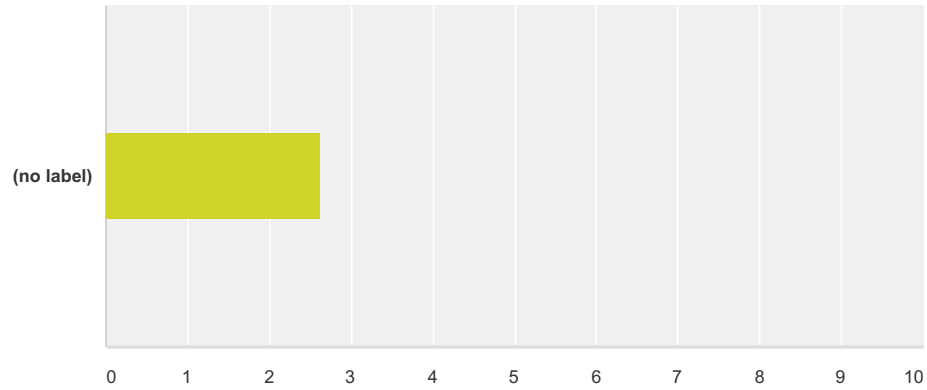
Answered: 253 Skipped: 105



	None	Some, but not enough	About the right amount	Too many	Total	Weighted Average
(no label)	17.79% 45	52.96% 134	27.27% 69	1.98% 5	253	2.13

Q15 Desirable Wildlife Sightings

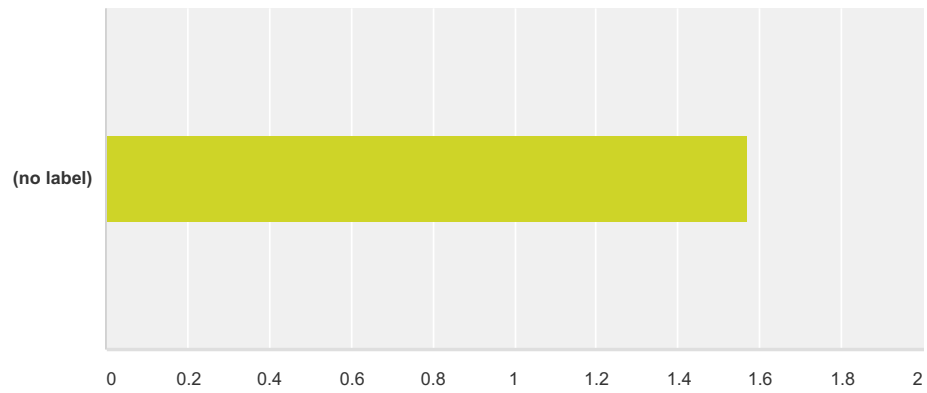
Answered: 245 Skipped: 113



	Never	Once in a while	Sometimes	Very Often	Total	Weighted Average
(no label)	6.94% 17	40.82% 100	34.69% 85	17.55% 43	245	2.63

Q16 Undesirable Wildlife Sightings

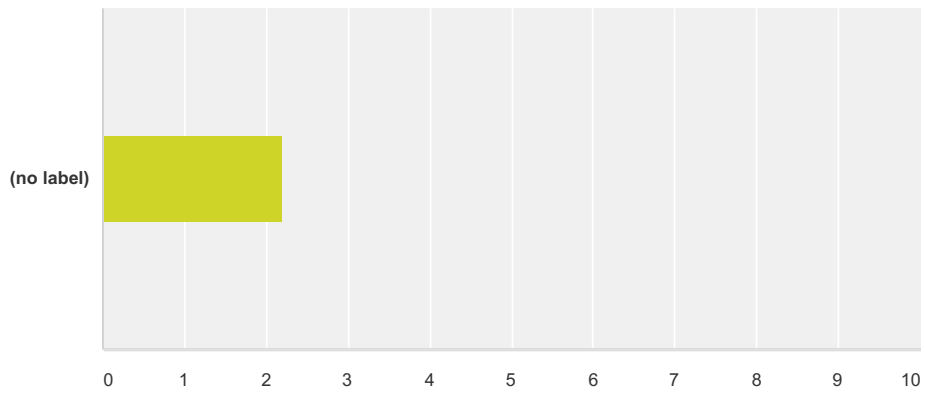
Answered: 232 Skipped: 126



	Never	Once in a while	Sometimes	Very often	Total	Weighted Average
(no label)	60.34% 140	25.86% 60	9.91% 23	3.88% 9	232	1.57

Q17 Existing Vegetation Amount (trees for shade, native grass, wetlands, wildlife habitat)

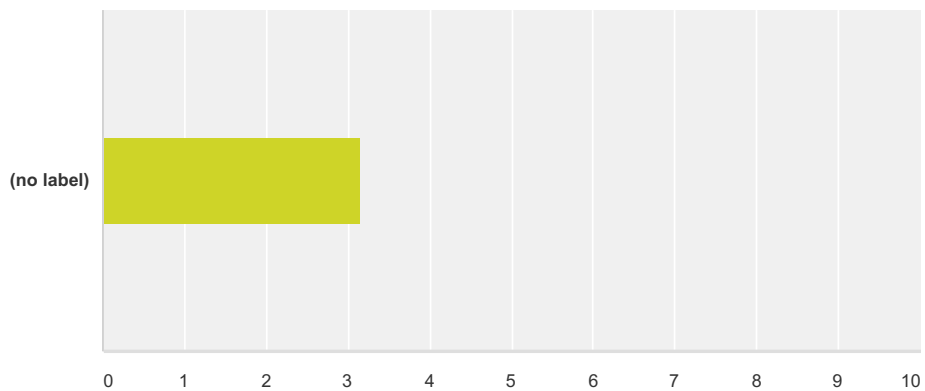
Answered: 243 Skipped: 115



	Not enough	Some, but not enough	About the right amount	Too much	Total	Weighted Average
(no label)	16.46% 40	48.56% 118	33.74% 82	1.23% 3	243	2.20

Q18 Overall Ecosystem Health along Big Dry Creek

Answered: 246 Skipped: 112



	Very unhealthy	Somewhat unhealthy	Healthy	Very healthy	Unsure	Total	Weighted Average
(no label)	2.44% 6	19.51% 48	54.07% 133	7.32% 18	16.67% 41	246	3.16

Q19 Please take the space below to provide any additional input about these criteria, or other overall impressions you have of the Big Dry Creek open space areas:

Answered: 93 Skipped: 265

#	Responses	Date
1	rope, rock to clim on bench, pool for fishes and animals to drink on	11/10/2016 3:39 PM
2	By using space	11/10/2016 3:32 PM
3	nothing	11/10/2016 3:15 PM
4	I didn't see Big Dry Creek	11/10/2016 10:42 AM
5	My family loves going to Big Dry Creek	11/10/2016 10:38 AM
6	Needs a nature playground	11/10/2016 9:12 AM
7	Dog Walking	11/9/2016 3:55 PM
8	Would like to see more trees/shaded areas. Love the connecting of parks with bathroom access.	10/31/2016 11:43 AM
9	Recently moved to Thornton. Love to explore on my bicycle, especially open spaces. Also have two young grandchildren nearby that we enjoy taking to open space areas.	10/29/2016 8:50 PM
10	How do I access...not sure where I am allowed to be/how to enter some areas that seem huge...	10/28/2016 2:04 PM
11	We desperately need more access and a walking/biking trail! Soon.Please.	10/28/2016 12:41 PM
12	Big Dry Creek trails are difficult to access from other city parks/trails. There needs to be better routes from Signal ditch trail/Eastlake to Big Dry creek open spaces	10/27/2016 3:26 PM
13	the prairie dogs are ruining the land!	10/27/2016 3:16 PM
14	This area is not within walking distance from my home. I appreciate knowing there will not be commercial development to further deteriorate the living spaces of our native wildlife which is now being surrounded by development. When I travel that area, I like to look at the natural landscape and it is relaxing. At this time I did not even know there was a way to access by foot or bicycle these spaces. It is not identified on your park finder internet map.	10/27/2016 9:42 AM
15	I used to live right next to the Big Dry Creek open space in Westminster. I absolutely loved it! I loved the trails & how far you can travel on the trails. Please follow what was done over there. I liked how the trails went under the streets.	10/27/2016 7:07 AM
16	I would love to see trails as well as areas for children to safely play.	10/26/2016 9:36 PM
17	Area is undesirable to use at night due to glare from nearby street lights and homes. The area should be naturally dark at night, but it never really is dark. I am surprised there are still some owls out there.	10/26/2016 9:12 PM
18	No commercial buildings - keep it open space.	10/26/2016 8:54 PM
19	I grew up and chose to stay in Thornton to raise my family. I love seeing prairie dogs, foxes, rabbits, coyotes, owls, etc. and hate all the development going on. Thank you for hosting a survey to get opinions. I truly hope you keep Thornton's roots as farm country and keep open space for the wildlife.	10/26/2016 8:22 PM
20	Ugly, weedy, dry and undesirable	10/26/2016 8:12 PM
21	Love it, just want it to go farther north	10/26/2016 7:22 PM
22	I think it fine the way it is. It is now becoming over developed and the city/county is running wildlife away	10/26/2016 6:46 PM
23	Need trails similar to East Lake - unpaved but maintained.	10/26/2016 6:11 PM
24	would love to have a sidewalk or something between York and Detroit so I'd be connected to this trail system	10/26/2016 5:47 PM
25	Additional shade would be nice, but if the habitat isn't supposed to have that much tree life, then it's fine. I loving having a non-street around to run and enjoy a Colorado sunny day.	10/26/2016 4:55 PM
26	I would like to walk and bike there, but don't know a lot about it, so I don't have opinions.	10/25/2016 1:11 PM

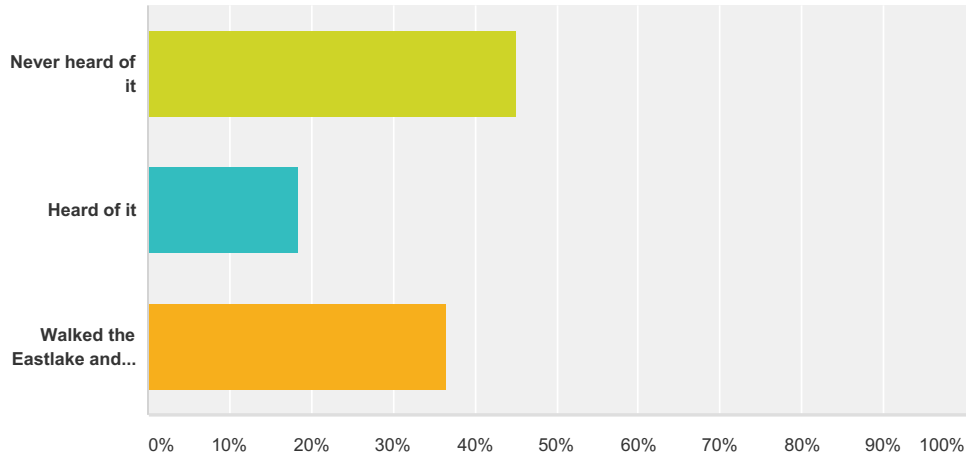
27	They should have greater access and paths through them.	10/24/2016 6:37 PM
28	Would like the trail north of 144th to hwy 7.	10/24/2016 5:23 PM
29	The areas described seem to be currently inaccessible, especially by bicycle. Most of my use is south of 136th (Westminster/Broomfield.)	10/24/2016 4:05 PM
30	I wish access was better designated/called out. We were told there would be a path that runs along side TrailSide neighborhood (hence the name), but are not sure when this will be completed. Would be great to have the path link up to the trail further south.	10/24/2016 8:58 AM
31	would like to see more walking/biking paths to encourage walking/biking, connected to already existing trail system	10/24/2016 7:18 AM
32	Some of the areas that are paved flood quite a bit in rainy weather. I'd love to see more native grasses and trees.	10/23/2016 7:30 PM
33	Make sure you keep it Open Space! Keep the views of the mountains open!	10/23/2016 5:04 PM
34	Pretty areas too many invasive weeds and plants not taken care of, need more trail connecting northern part to southern, more seating and rec areas in north	10/23/2016 2:07 PM
35	I am so excited we are finally going to connect the trails from the north! It will open up this whole corridor to recreational opportunities- thank you!!	10/23/2016 12:27 PM
36	There is land, with potential, that we currently can't use. We would like to bike/walk/roller blade along the trails and use them to get to different parts of the city. We would like paved trails with informational signs, benches, etc. along the way	10/23/2016 9:39 AM
37	Love taking kids for walks near Big Dry Creeks, needs better maintained.	10/22/2016 10:56 PM
38	As much of this riparian area needs to be preserved for wildlife with limited human access. Cottonwood trees that are removed MUST BE REPLACED with cottonless cottonwood trees.	10/22/2016 3:44 PM
39	I'm unsure of which areas are safe to walk around in or where there are boundaries/property lines.	10/22/2016 1:35 PM
40	We would like to see it remain wild. And we would like to see less development around it. We believe it is running off the wildlife.	10/22/2016 10:47 AM
41	I LOVE living against open space.....I walk the bike path twice a day--morning & evening----enjoy watching and listening to all the wildlife----communities need a balance with open spaces.....I appreciate and know how fortunate I am to live near scarce open space. I'd like to see it stay and natural as possible, otherwise it pushes wildlife out.	10/21/2016 8:57 PM
42	I am very happy to have some nature open space in the community.	10/21/2016 4:51 PM
43	I don't know of any place to park. I live near section III so I walk or bike there. I wish I could take a long bike ride or walk and be able to get across the creek. There should be access between Quail Valley and the new school. It is blocked by fences, not sure if it is private land or not. The boundary of the open space is not well marked. There are some signs in some areas but when in the area I'm not sure where it ends and private land begins.	10/21/2016 2:49 PM
44	Needs more bike trails to extend to 160th and beyond	10/21/2016 1:01 PM
45	I love visiting Big Dry Creek, and I hope there is no construction. I value being able to ride my bike and relax there.	10/21/2016 12:59 PM
46	Would be nice to have some trails installed for better access and a crossing for the trails across big dry Creek connecting the neighborhood between 144th and 160th with dog walking and possible bike access and some water reservoir area for the Canadian geese and ducks to land	10/21/2016 12:08 PM
47	I think the areas are in great locations for my family to enjoy, but more trails to ride on, or green spaces to play on parks would be awesome.	10/21/2016 11:06 AM
48	Ecosystem appears to be healthy. Additional trees would improve the experience.	10/21/2016 11:05 AM
49	I would use them more if I had a way to get my bikes and family over there without taking two cars to do so	10/21/2016 10:30 AM
50	better connectivity is needed. unused "pastures" in the floodplain should be sought after for access acquisition	10/21/2016 9:51 AM
51	Now that Stargate School is open and so close to Dry Creek, we will use the area much more often for walks and bike rides both getting too and from school and using the school as a starting point for recreation.	10/21/2016 9:40 AM
52	My experience with Big Dry Creek areas is in Westminster & southwest from there. I run the trail on average once a week. I've tried several times, unsuccessfully, to find a "trailhead" to the Thornton portion. So my response to Dry Creek questions are based on my exposure to Dry Creek west of I25.	10/21/2016 9:31 AM
53	Please keep this as true, undeveloped open space! Other than a single trail through the area, I would like this to truly remain as-is. There are plenty of other areas for active recreation. Let's keep this as our own bit of untouched nature among suburbia.	10/21/2016 9:12 AM

54	I know progress is inevitable, but sad to see it in these open spaces. Ex: top golf, the bowling place. While I'm glad to have more fun, family opportunities in Thornton, I was sad to see the trees cut down at 144th & Washington.	10/19/2016 5:46 PM
55	There is too much commerical development going on near the Big Dry Creek open space areas. The bikes paths should all be connected to the southern BDC	10/19/2016 1:34 PM
56	Big Dry needs some stream and bank mitigation to increase the fish population, support more wildlife and stop the continued bank errosion	10/19/2016 1:33 PM
57	More non-paved trails would be highly desirable as well as trails that connect to existing neighborhood trails and better signage. We need a more conducive trail "system" in Thornton.	10/19/2016 12:15 PM
58	Why are there oil wells in the Open Space. They stink and they make it seem like an industrial inner city dump.	10/18/2016 7:54 PM
59	Top Golf will destroy it.	10/18/2016 7:09 PM
60	We have to protect wildlife habitat ... we are the problem, not the wildlife.	10/18/2016 9:20 AM
61	Please help save the wildlife that live and/or travel along Big Dry Creek in Thornton, Colorado. Approval has been granted for a business to be built right next to and parallel to Big Dry Creek – a business which will be detrimental to the existing wildlife – an outdoor entertainment facility with 170-foot-tall, expansive, close to invisible netting, with a rooftop nightclub and loud music playing from 9 am to 2 am every day as well as bright lights turned on 24/7. There is a lot of wildlife in the area: Bald Eagles, Red Tail Hawks, Peregrine Falcons, Big Horned Owls, White Ibis, ducks, and a lot of other birds, bats, etc. Several well documented studies show that increased noise and light has a detrimental impact on wildlife, as light and noise impacts mating rituals, hunting behaviors and several other aspects of their lives. Not to mention the netting which the birds cannot see, and thus will get caught in. To the north and the south of this particular area much of the area around Big Dry Creek is preserved wetlands, wildlife preservation areas or parks. Imagine all the wildlife which naturally travels along this corridor getting caught in netting or getting killed by predators because they can no longer communicate danger, or starve because they can no longer hunt – all because of the introduction of noise and lights. And imagine all the nests in the area sitting empty because the birds can no longer engage in their natural mating rituals! If you love Bald Eagles, Raptors, Owls, birds in general and value a rich wildlife and protected plants (there are several in the area), this is an effort where you can make a difference.	10/17/2016 10:18 PM
62	They are not protected enough I 25 to 136th	10/17/2016 9:55 PM
63	Why would you want to ruin the open space with a large cement building that only a few will enjoy! There is more to life than money and golf!	10/17/2016 7:12 PM
64	I can't believe the City Council would put a stupid Top Golf monstrosity on this land. And, you're only LEASING the land to them. They aren't even making any real investment in the city of Thornton!	10/17/2016 2:49 PM
65	Would be nice to have one or two dog parks	10/13/2016 9:25 AM
66	Recreational opportunities could be increased by adding more interactive structures like ropes, bars, and climbing apparatus.	10/12/2016 4:38 PM
67	disconnected by major roads	10/12/2016 2:16 PM
68	Underpasses. Unpaved trAils with gravel	10/11/2016 5:23 PM
69	Would love for a trail to have a loop in it, not just an out & back.	10/11/2016 4:30 PM
70	It would be a benefit to the entire area to have an excellent trail system connecting Big Dry Creek in Westminster all the way to Highway 7. Great for families, recreation and for bike commuters!	10/11/2016 4:18 PM
71	In the summer When it's hot it gets very hot, more trees along the way will be nice. Accessible bathrooms and water fountains for us who like to run the whole trail it's always a plus to bring more runners	10/11/2016 12:19 PM
72	More shade!!	10/11/2016 12:04 PM
73	Would love a crushed gravel trail	10/11/2016 11:48 AM
74	I love any crushed gravel sections, and would like to see more!	10/11/2016 10:22 AM
75	gravel fines trails would be appreciated.	10/11/2016 10:03 AM
76	Definitely needs more shade along the path, it is a very open area, and that makes it tough to run. I have been by the path by the barn in Quail Valley subdivision, and it needs to be longer. It ends very quickly.	10/11/2016 9:53 AM
77	The parts of dry creek trail that I run are not very shaded. would love to see a new section added in Thornton that has some shade. Would also like to see it paved w/ fine crusher gravel as opposed to concrete. :)	10/11/2016 9:37 AM
78	would like MORE trails to go through and wind around connecting the communities and even over to the orchard west of the highway :-)	10/11/2016 7:10 AM

79	North of where we normally walk/bike, there is too much fracking going and patches of land with dead/dry grass.	10/10/2016 5:43 PM
80	Would like to see more loose gravel and less concrete trails. The entire Dry Creek system (to Stand key Lake up through Thornton) needs more shade. It needs to continue to have safe passage by streets, not street crossings.	10/10/2016 1:47 PM
81	I'm glad that they will not be developed. That is getting old, already. Too much development is killing the animals who were here first.	10/10/2016 9:29 AM
82	I don't find the Thornton Big Dry Creek Open Spaces inviting, like those found in Broomfield and WestMinster. I pick up the trail at the I25/ Crossroads Church area.	10/10/2016 8:38 AM
83	It would be more accessible/desirable for walking or biking if there were concrete paths or even better dirt paths.	10/10/2016 8:22 AM
84	If you continue to allow oil and gas wells on these properties they will eventually destroy the land due to spills, traffic, etc. Please continue to support open space in this area and provide connectivity to the pockets of neighborhoods such as North Creek Farms. With the amount of huge growth in this area it is now more important than ever to support your efforts to preserve open space.	10/9/2016 9:17 PM
85	I wish the City would acquire more land in this area along the Creek, to make it a wider natural preserve, and allow better accessibility with pathways.	10/9/2016 3:27 PM
86	I love unpaved bike trails - please develop more trails.	10/9/2016 10:07 AM
87	Trash receptacles and doggy bags needed for paved paths! As many dirt paths or dirt roads as feasible, dirt path next to paved sidewalks would be nice for us old runners and joggers. A bit more lighting along paved walking paths, areas between lamp posts can be quite dark.	10/8/2016 10:23 AM
88	I don't see the northern section of Big Dry Creek as a recreational area. It is not developed, and is basically a home to coyotes and prairie dogs. I have only considered the northern section of Big Dry Creek a flood plain on open farmland, and mostly unincorporated Adams County. The surrounding land is now being developed, and we should absolutely think about how we can use the space as a beautiful open space, wildlife preserve, and recreational area.	10/6/2016 8:19 PM
89	I really haven't used the specific areas of Big Dry Creek that this survey is referencing since it is undeveloped (no trail). I frequently bike on Big Dry Creek trail in Westminster and Golden. See comments at the end of the survey.	10/5/2016 6:48 PM
90	Unpaved trails are much preferred over paved. Having the area accessible but not necessarily "developed" is highly favored.	10/5/2016 8:56 AM
91	trails and such are not a bad thing and we as a community should all have access. the value of these open spaces is that they are just that...open and relatively untouched. A place to escape the normal suburb life. it is possible to build dirt even occasionally paved trail with out over doing it. Less watering, less maintenance for the city, and a place for the citizens of a great place enjoy what it is, was, and hopefully will always be.	10/4/2016 12:27 PM
92	There is limited to no parking for accessing of the open space from Washington Street, 144th Ave, 152nd Ave, E-470, or York. This limits the ability to use the open space for the residents in the immediate vicinity. Providing roadside parking or a parking lot would increase the use.	10/4/2016 7:43 AM
93	It needs a significant amount of improvement, at the very least a basic trail network (paved or unpaved) and some widespread tree plantings. I would consider Bear Creek system as a model of what I'd like to see Big Dry Creek evolve into	10/3/2016 8:34 AM

Q20 Thornton’s Heritage Trail loops feature interpretative signs, seating and play areas that bring arts, history, education and environmental experiences to visitors. How familiar are you with the Heritage Trail concept?

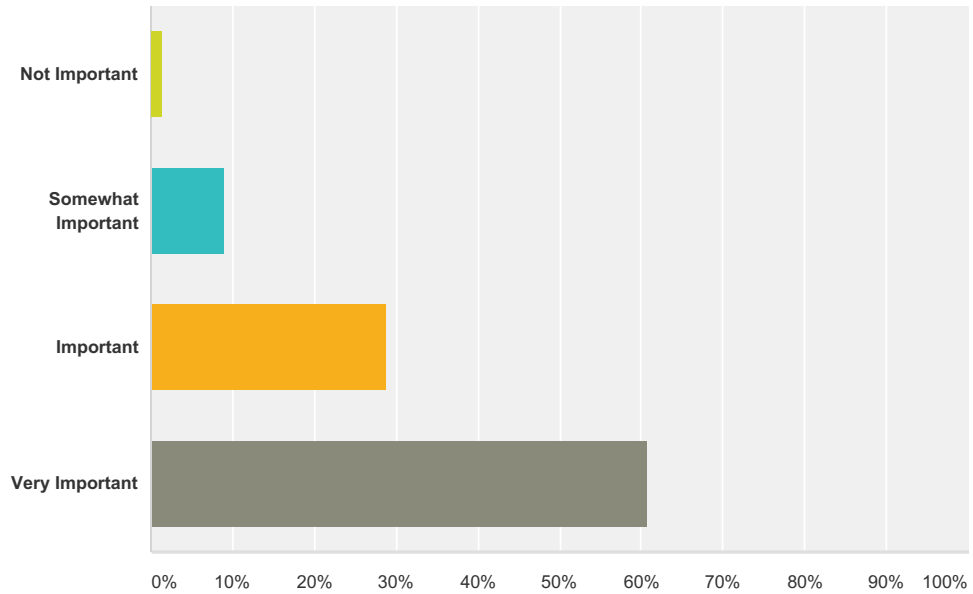
Answered: 266 Skipped: 92



Answer Choices	Responses	
Never heard of it	45.11%	120
Heard of it	18.42%	49
Walked the Eastlake and/or Niver Nature Heritage Trail	36.47%	97
Total		266

Q21 How important to you are natural open space areas that include year-round recreational opportunities with trails, wildlife viewing areas, shade shelters, benches, etc?

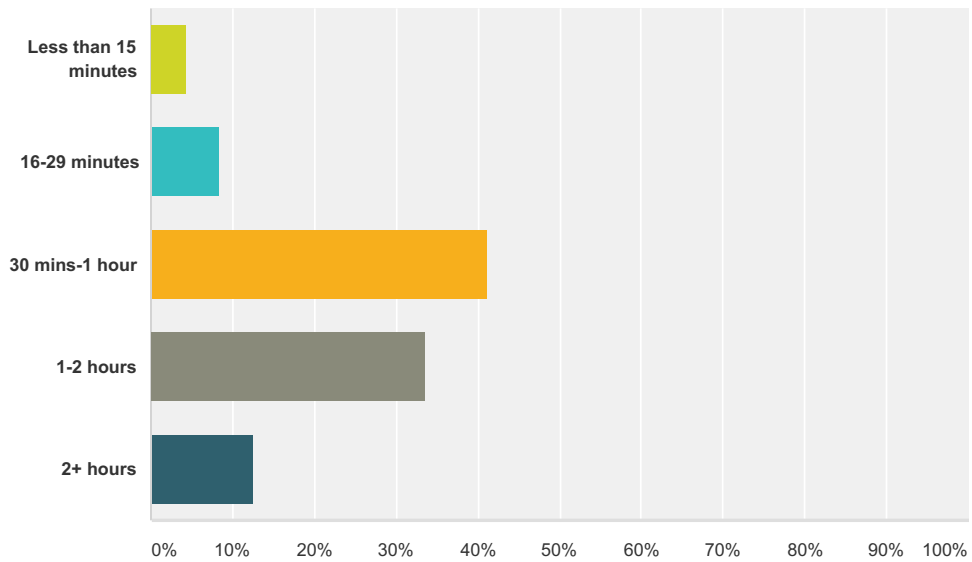
Answered: 277 Skipped: 81



Answer Choices	Responses	Count
Not Important	1.44%	4
Somewhat Important	9.03%	25
Important	28.88%	80
Very Important	60.65%	168
Total		277

Q22 When you visit open space in the Thornton area, how much time do you typically spend there?

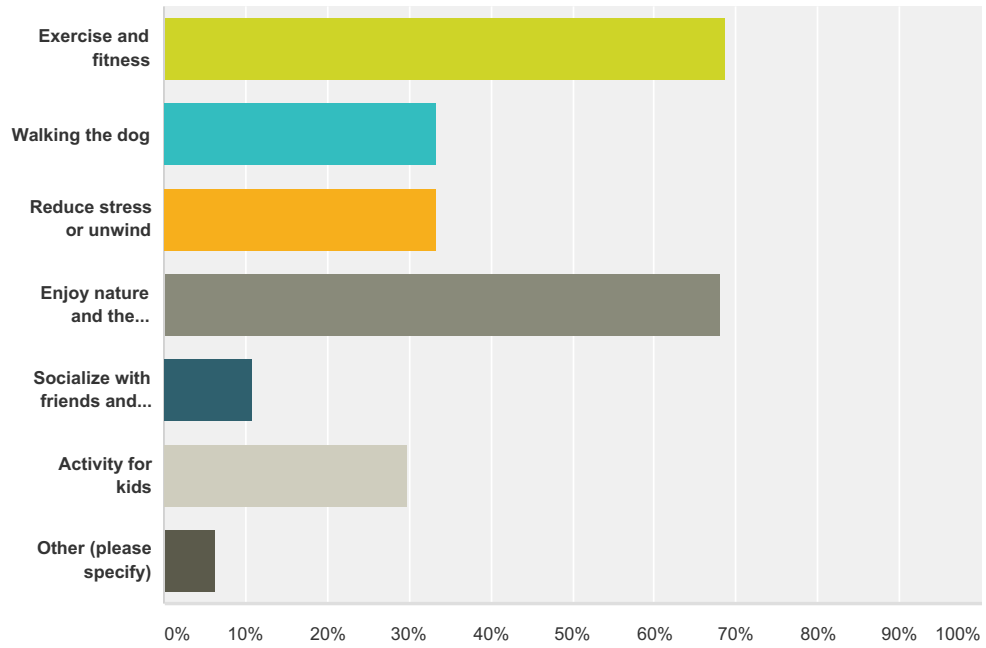
Answered: 273 Skipped: 85



Answer Choices	Responses	
Less than 15 minutes	4.40%	12
16-29 minutes	8.42%	23
30 mins-1 hour	41.03%	112
1-2 hours	33.70%	92
2+ hours	12.45%	34
Total		273

Q23 What are the primary reasons you visit open space areas? Please pick up to 3 choices

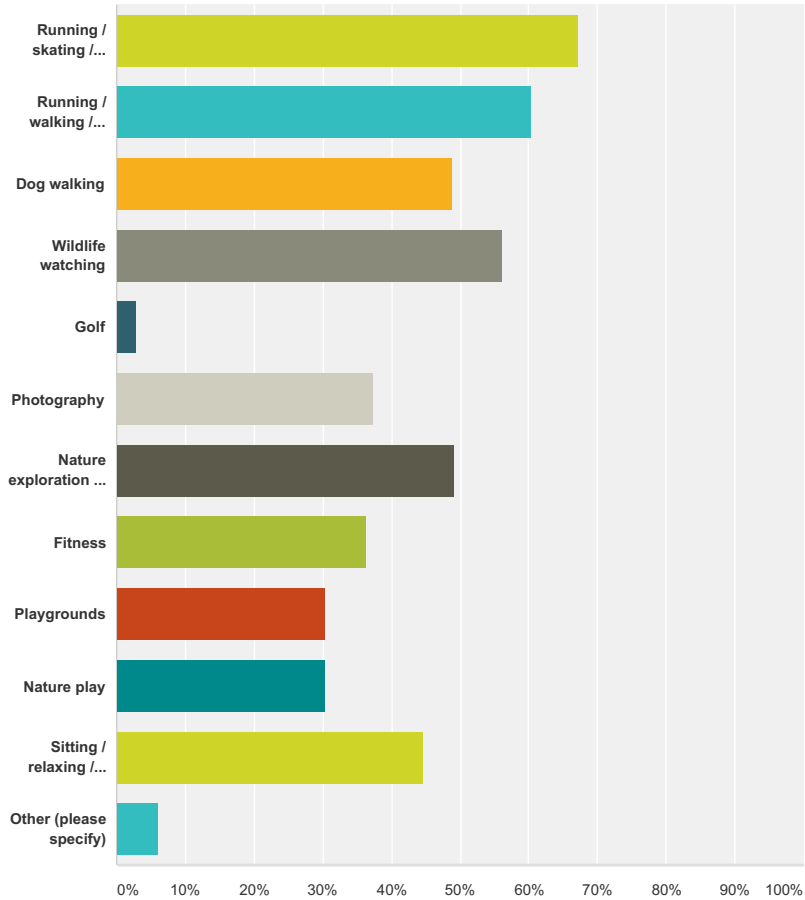
Answered: 284 Skipped: 74



Answer Choices	Responses
Exercise and fitness	68.66% 195
Walking the dog	33.45% 95
Reduce stress or unwind	33.45% 95
Enjoy nature and the outdoors	67.96% 193
Socialize with friends and family	10.92% 31
Activity for kids	29.93% 85
Other (please specify)	6.34% 18
Total Respondents: 284	

Q24 Which activities would you like to do at Big Dry Creek open space areas? Please select all that apply

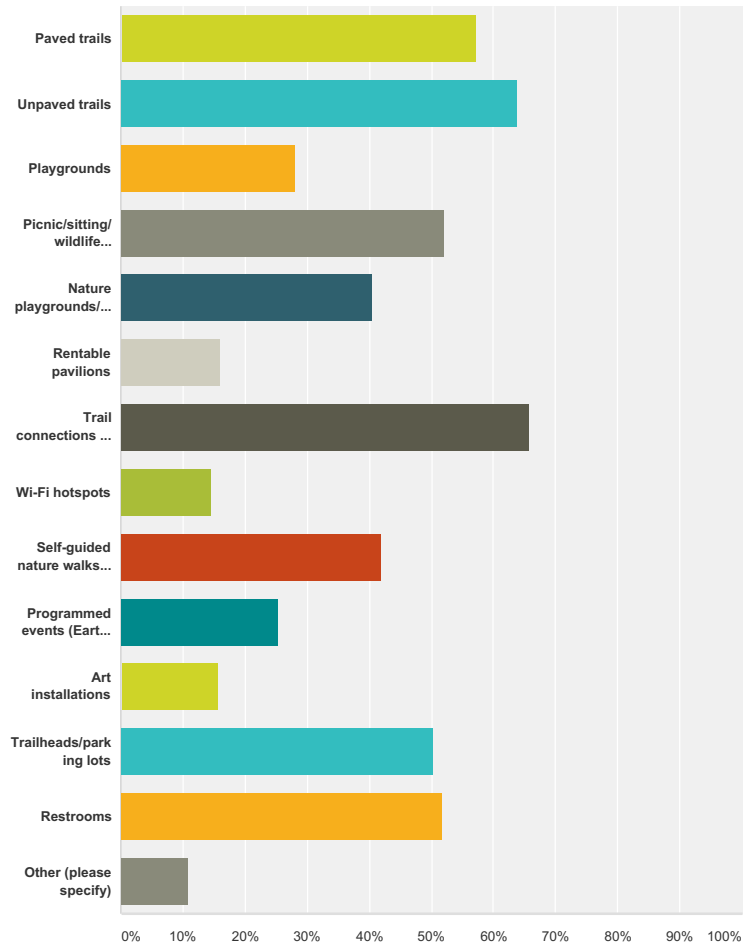
Answered: 278 Skipped: 80



Answer Choices	Responses
Running / skating / walking / biking on paved trails	67.27% 187
Running / walking / biking on unpaved trails / off of trails	60.43% 168
Dog walking	48.92% 136
Wildlife watching	56.12% 156
Golf	2.88% 8
Photography	37.41% 104
Nature exploration (on and off-trail)	49.28% 137
Fitness	36.33% 101
Playgrounds	30.58% 85
Nature play	30.58% 85
Sitting / relaxing / contemplation	44.60% 124
Other (please specify)	6.12% 17
Total Respondents: 278	

Q25 Which of the following features would you like to see incorporated into the Big Dry Creek corridor? Please select all that apply

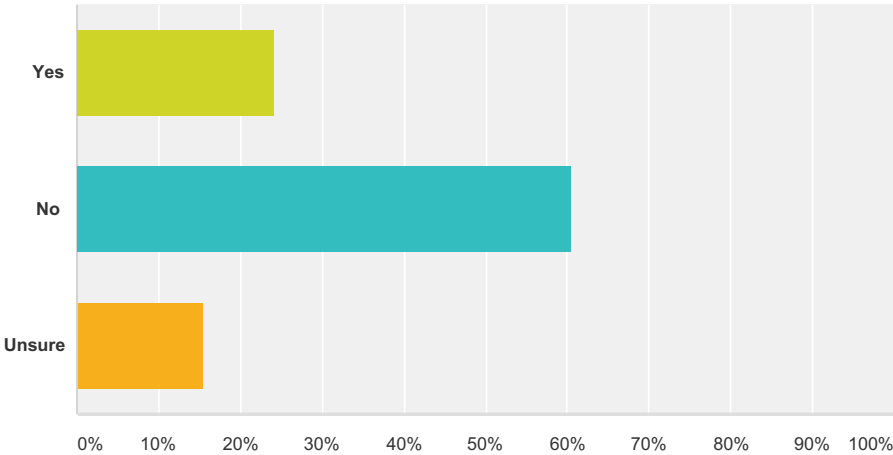
Answered: 274 Skipped: 84



Answer Choices	Responses
Paved trails	57.30% 157
Unpaved trails	63.87% 175
Playgrounds	28.10% 77
Picnic/sitting/wildlife viewing areas	52.19% 143
Nature playgrounds/discovery areas	40.51% 111
Rentable pavilions	16.06% 44
Trail connections to neighborhoods & existing trails	65.69% 180
Wi-Fi hotspots	14.60% 40
Self-guided nature walks, including interpretive nature and historical signage, online nature guides, etc.	41.97% 115
Programmed events (Earth Day Celebration, neighborhood night out, "Discover Thornton" Community Walks, organized nature walks, etc.)	25.55% 70
Art installations	15.69% 43
Trailheads/parking lots	50.36% 138
Restrooms	51.82% 142
Other (please specify)	10.95% 30
Total Respondents: 274	

Q26 If there were Wi-Fi hotspots at parks, trailheads, sitting areas, etc. along the Big Dry Creek corridor, would you be more likely to visit these parks?

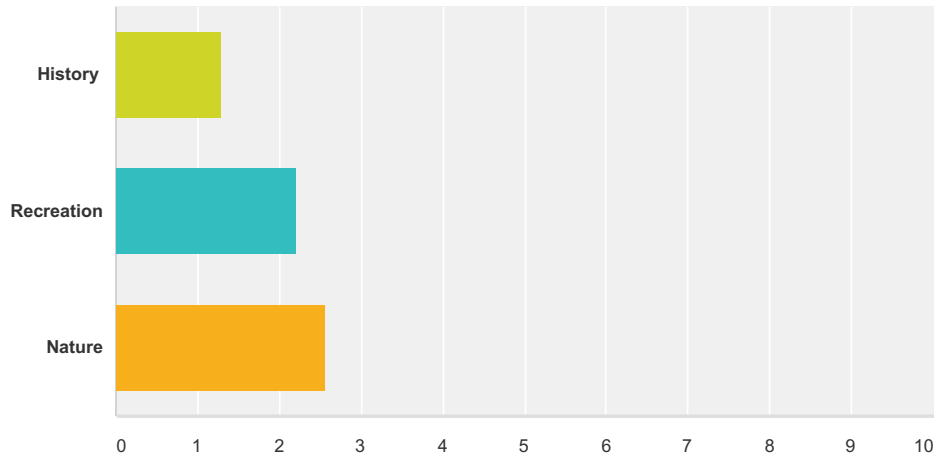
Answered: 273 Skipped: 85



Answer Choices	Responses	
Yes	24.18%	66
No	60.44%	165
Unsure	15.38%	42
Total		273

Q27 For developing the Big Dry Creek corridor, please rank the following themes in order of importance with 1 being the most important:

Answered: 269 Skipped: 89



	1	2	3	Total	Score
History	5.14% 13	18.97% 48	75.89% 192	253	1.29
Recreation	40.08% 101	41.67% 105	18.25% 46	252	2.22
Nature	59.62% 155	36.92% 96	3.46% 9	260	2.56

Q28 Are there other themes that you would recommend for the Big Dry Creek corridor?

Answered: 82 Skipped: 276

#	Responses	Date
1	Park for kids	11/10/2016 3:44 PM
2	no	11/10/2016 3:12 PM
3	no	11/10/2016 3:02 PM
4	no	11/10/2016 2:51 PM
5	Natural Play Ground	11/10/2016 2:43 PM
6	Swimming Pools	11/10/2016 2:32 PM
7	no	11/10/2016 2:25 PM
8	no	11/10/2016 11:16 AM
9	no	11/10/2016 11:13 AM
10	no	11/10/2016 11:06 AM
11	no	11/10/2016 11:02 AM
12	Soccer field and play place	11/10/2016 10:58 AM
13	Not sure	11/10/2016 10:43 AM
14	A nature playground	11/10/2016 10:35 AM
15	No	11/10/2016 9:53 AM
16	Dog Park and Running	11/10/2016 9:03 AM
17	Fun to discover	11/10/2016 8:55 AM
18	Star Wars	11/9/2016 3:56 PM
19	World	10/28/2016 8:37 PM
20	Respite (adult spaces not next to kids activity areas...).	10/28/2016 2:09 PM
21	Transportation, a connected trail system leading to destinations for walkers and riders.	10/27/2016 9:59 AM
22	Not sure	10/27/2016 7:10 AM
23	Family fun	10/26/2016 9:38 PM
24	Importance of preservation of wild, undeveloped spaces. Efforts required to minimize intrusion of development into these pockets of open, semi-wild spaces. Promote understanding that we should live with the wildlife that inhabits these spaces, not seek to eradicate certain species.	10/26/2016 9:18 PM
25	Outdoor Nature Play Classrooms similar to Anythink. Wading area with safe water & play like the park in Loveland. Rope swings	10/26/2016 8:39 PM
26	No	10/26/2016 8:29 PM
27	Include trash and recycle bins. I think pavilions to host parties would result in too much litter around the space and therefore wouldn't want them.	10/26/2016 8:26 PM
28	An actual nature experience, not parks.	10/26/2016 8:15 PM
29	Keep it looking natural. Dont commercialize it. We need more open areas in Thornton, less strip malls.	10/26/2016 7:26 PM
30	No	10/26/2016 7:24 PM
31	Just unpaved trails, leave the rest alone for the wildlife	10/26/2016 6:50 PM

32	We have many paved trails. Gravel trails like those at Eastlake or at least cement with gravel parallel to it would be welcome for us runners. I also enjoy riding bikes on gravel trails such as what exists in Westminster. Speaking of which the gravel trails in Westminster are my favorite for long runs and I would love to have a similar option in Thornton.	10/26/2016 6:11 PM
33	Connect to larger network of trails.	10/26/2016 5:48 PM
34	Do not kill the wildlife that make their homes there.	10/26/2016 5:37 PM
35	Nothing, really. These trails are one of the things I love about living in Thornton and Colorado in general.	10/26/2016 5:03 PM
36	Can't think of anything at this time	10/24/2016 6:41 PM
37	can't think of any now...	10/24/2016 9:01 AM
38	I'd like to see planting done to support monarch and bee populations.	10/23/2016 8:32 PM
39	Keep it just the way it is!	10/23/2016 5:06 PM
40	More accessible to southern trails from north	10/23/2016 2:10 PM
41	No	10/22/2016 10:50 PM
42	Leave it alone and keep it intact	10/22/2016 3:46 PM
43	An unpaved path along Big Dry Creek.	10/22/2016 10:53 AM
44	Keep the open space as natural as possible.....so as to keep the wildlife.	10/21/2016 9:00 PM
45	More natural and open	10/21/2016 4:56 PM
46	community events, music, dog friendly play areas	10/21/2016 4:09 PM
47	Access is the biggest problem. We need trails connecting to neighborhoods and other trail, parking lots, and trails to connect the different areas together.	10/21/2016 2:54 PM
48	Migration ponds for geese pelican and ducks	10/21/2016 12:14 PM
49	No	10/21/2016 11:07 AM
50	bike connection to North Creek Farms!	10/21/2016 10:32 AM
51	I'm very excited for Thornton "opening up" the Dry Creek trails in our city. Westminster has done such a good job on accessibility & maintenance of their portion of Dry Creek - I'm sure you're looking to them to learn from their successes/mistakes to add to your input & planning. The only "theme" I would add (which is probably more a goal) is please make the Dry Creek trail as connected as possible with other regional & neighborhood trails so locals can access without having to drive to trailheads every time, but can just walk out their door & walk to trail access from their neighborhood.	10/21/2016 9:45 AM
52	Keep them! It's important a to have natural areas in our busy communities.	10/19/2016 5:49 PM
53	Preserve the wildlife we currently have, curb the commercial development so that we don't kill the birds and run the other wild life out of the area. Preserve the WILD.	10/19/2016 1:37 PM
54	History, bird watching, native species information.	10/18/2016 7:57 PM
55	dog walking theme, birds of prey theme, or in general wildlife theme	10/17/2016 10:21 PM
56	Protection on watershed and Wildlife	10/17/2016 9:58 PM
57	I can't believe the City Council would put a stupid Top Golf monstrosity on this land. And, you're only LEASING the land to them. They aren't even making any real investment in the city of Thornton!	10/17/2016 2:50 PM
58	I would like to help develop the Risenstein Barn into an Art Gallery and Acoustic Performance Venue.	10/15/2016 8:40 AM
59	dog parks	10/13/2016 9:28 AM
60	A bike park (like what you see at Valmont Bike Park in Boulder) would be great, and a dog park wouldn't hurt either.	10/12/2016 4:43 PM
61	Try to keep unpaved trails available. This is especially nice for runners and bikers who prefer non-paved options. If paving is necessary, leaving unpaved areas next to the paved sections would be great.	10/12/2016 4:41 PM
62	It would be great to that dirt and paved trails.	10/11/2016 9:45 PM
63	No	10/11/2016 9:17 PM
64	Can't think of any	10/11/2016 12:23 PM

65	Unsure	10/11/2016 12:13 PM
66	No	10/11/2016 10:36 AM
67	Technical trail running, maybe spots to run/ride thru the mud and water	10/11/2016 10:05 AM
68	I would not like to see rentable pavilions or wifi hotspots. I think these would deter from the natural beauty and make them more crowded. I think the keeping with nature theme is a great idea. I love the Westminster portion of Big Dry Creek offers the signs about the plants or wildlife. The idea of having a trail that is NOT concrete is very appealing, as I love to run and get off the harder surfaces. I love taking my kids on softer surfaces on their bikes, since that helps them with their muscle development more than a harder surface.	10/11/2016 9:57 AM
69	No	10/11/2016 9:56 AM
70	Definite no on the wi-fi hotspot. Not needed. That money could be used for other trail development.	10/11/2016 9:38 AM
71	adult circuit workout stations with signage and mile markers.....I want to get away from the concrete jungle we live in and exhale. bench seating and water fountains to rehydrate keeping open space "OPEN"	10/11/2016 7:16 AM
72	N/A	10/10/2016 1:49 PM
73	No	10/10/2016 11:02 AM
74	no	10/10/2016 9:31 AM
75	None	10/10/2016 8:40 AM
76	no.. i really think nature is the most important.. giving people a place to enjoy the peace and quiet and unwind.	10/10/2016 8:27 AM
77	Stressing the importance of the animals that live in the area as well as the importance to preserve land.	10/9/2016 3:30 PM
78	Birds are a big part of the wild life in the area.	10/6/2016 7:20 PM
79	Connection to every neighborhood/housing area	10/5/2016 7:26 PM
80	No Wi-Fi hot spots! Keep the area as natural as possible. People on their phones and other devices are a hazard to everyone else as they are so absorbed in themselves and do not pay attention to others around them.	10/5/2016 8:59 AM
81	no themes just access to nature	10/4/2016 12:31 PM
82	Create an escape from urbanization	10/3/2016 8:38 AM

Q29 Please provide your email or postal mail address if you would like to be kept informed of project updates:

Answered: 130 Skipped: 228

#	Responses	Date
1	yanaira.sotelo-sanchez@studentsmapleton.us	11/10/2016 3:46 PM
2	No thank you	11/9/2016 3:57 PM
3	Teamtp2016@gmail.com	10/31/2016 11:48 AM
4	Ryan.Massfeller@gmail.com	10/30/2016 7:49 AM
5	Fati_bg@yahoo.com	10/29/2016 7:14 PM
6	Hkoppenhaver@gmail.com	10/29/2016 11:28 AM
7	Alxkeon@gmail.com	10/28/2016 2:10 PM
8	mkbarbara@comcast.net	10/28/2016 1:47 PM
9	pjlyon30@gmail.com	10/28/2016 1:36 PM
10	m.berthelot@comcast.net	10/28/2016 12:49 PM
11	steve@thespearmans.com	10/28/2016 10:47 AM
12	robrichie01@gmail.com	10/28/2016 10:27 AM
13	140 Garland Drive Northglenn, CO 80233	10/27/2016 6:27 PM
14	13234 Columbine Cir Thornton 80241	10/27/2016 3:32 PM
15	15686 Columbine Street, Thornton, CO 80602	10/27/2016 3:18 PM
16	merylee@msn.com	10/27/2016 9:59 AM
17	knitteljoseph@gmail.com	10/27/2016 7:20 AM
18	Super69cop@msn.com	10/27/2016 7:11 AM
19	sarah_e_strain@msn.com	10/26/2016 11:03 PM
20	melissajudd@gmail.com	10/26/2016 9:38 PM
21	Whoisiam@gmail.com	10/26/2016 9:08 PM
22	al-hooper@comcast.net	10/26/2016 8:47 PM
23	brittnysivyer@gmail.com	10/26/2016 8:28 PM
24	Jeremiah_lindemann@hotmail.com	10/26/2016 7:24 PM
25	Dtccw@msn.com	10/26/2016 7:21 PM
26	kingfsu@hotmail.com	10/26/2016 7:11 PM
27	Melmondragon@msn.com	10/26/2016 6:29 PM
28	Michael.d.worley@gmail.com	10/26/2016 6:12 PM
29	Cassiegrella@yahoo.com	10/26/2016 5:49 PM
30	konphution@yahoo.com	10/26/2016 5:03 PM
31	kimmerz1121@aol.com	10/26/2016 4:54 PM
32	Mikefahy@man.com	10/26/2016 4:50 PM
33	richman667@gmail.com	10/26/2016 8:44 AM

34	Mplansker@gmail.com	10/24/2016 9:46 PM
35	ladypele@hotmail.com	10/24/2016 6:42 PM
36	Smlemke01@gmail.com	10/24/2016 5:29 PM
37	jerrytittel@q.com	10/24/2016 4:18 PM
38	aj1garci@hotmail.com	10/24/2016 1:52 PM
39	shahreen.salam@gmail.com	10/24/2016 9:02 AM
40	scott_scharlau@yahoo.com	10/24/2016 7:21 AM
41	Tobi177@msn.com	10/23/2016 8:32 PM
42	CrIsaprincess@gmail.com	10/23/2016 5:40 PM
43	Chris and Linda Petroff 14921 Williams Street Thornton, Colorado 80602	10/23/2016 5:07 PM
44	Mhernandez527@yahoo.com	10/23/2016 2:10 PM
45	2442 E 156th Pl, Thornton CO 80602	10/23/2016 12:35 PM
46	Caldwell3971@aol.com	10/23/2016 12:31 PM
47	jsnider730@aol.com	10/23/2016 11:08 AM
48	Spauldia@hotmail.com	10/23/2016 9:50 AM
49	house@themigliores.com	10/23/2016 9:42 AM
50	dandrain@gmail.com	10/22/2016 10:59 PM
51	clpetroff@yahoo.com	10/22/2016 10:44 PM
52	14502 Vine Street, Thornton, CO 80602	10/22/2016 3:47 PM
53	tanja_lammers@yahoo.com	10/22/2016 1:51 PM
54	sharonbear14@msn.com	10/22/2016 1:39 PM
55	johnggrossii@comcast.net	10/22/2016 11:18 AM
56	LWiman2@msn.com	10/22/2016 10:55 AM
57	coloradolisa@msn.com	10/21/2016 9:01 PM
58	Isifrar@aol.com	10/21/2016 7:53 PM
59	fthorne_jr@msn.com	10/21/2016 4:56 PM
60	blabovitz@lincolntech.edu	10/21/2016 4:09 PM
61	gary.kline@usa.net	10/21/2016 2:54 PM
62	Ruffing_chris@yahoo.com	10/21/2016 1:05 PM
63	Bgenge2@gmail.com 2024 E 144th way	10/21/2016 1:04 PM
64	teresakrieger@applegategroup.com	10/21/2016 12:46 PM
65	cgehlen@comcast.net	10/21/2016 12:18 PM
66	dsmallie@aol.com	10/21/2016 11:26 AM
67	Jbguenther@comcast.net	10/21/2016 11:08 AM
68	swebster111@msn.com	10/21/2016 10:34 AM
69	herrington1972@comcast.net	10/21/2016 9:47 AM
70	kmurraytodd@comcast.net	10/21/2016 9:44 AM
71	12941 Ash St, Thornton	10/21/2016 9:21 AM
72	tony@pcguy.net or 12091 Dahlia Drive, Thornton, CO 80241	10/21/2016 9:20 AM
73	512 e 133rd ct thornton co 80241	10/20/2016 8:13 AM
74	Jul.rodgers@yahoo.com	10/19/2016 5:51 PM

75	milagro1@centurylink.net 14555 Gaylord St. Thornton, CO 80602	10/19/2016 1:36 PM
76	4655 E 106th Dr, Thornton, CO 80233	10/19/2016 12:18 PM
77	Jlhens@hotmail.com	10/18/2016 11:33 PM
78	maria.orms@gmail.com	10/18/2016 7:57 PM
79	2100 EAST 97TH PLACE THORNTON CO 80229	10/18/2016 2:17 PM
80	tamaraglover@hotmail.com	10/18/2016 9:21 AM
81	melissashopsonline@gmail.com	10/17/2016 10:23 PM
82	Anleitnerpt@ man.com	10/17/2016 9:59 PM
83	adater@comcast.net	10/17/2016 2:51 PM
84	14603 Williams St. Thornton, CO 80602 kennywilcox@comcast.net	10/15/2016 8:53 AM
85	bluecat101@msn.com	10/13/2016 9:29 AM
86	mariomassa1@gmail.com Mario Massa 4655 E 106th Dr Thornton, CO 80233	10/12/2016 4:47 PM
87	steve@gaborik.net	10/12/2016 4:41 PM
88	smac_80220@yahoo.com	10/12/2016 2:18 PM
89	strutter55@yahoo.com	10/12/2016 7:18 AM
90	Tmworsham@gmail.com	10/11/2016 9:17 PM
91	alisa@pcguy.net	10/11/2016 9:05 PM
92	7350 Bryant St Westminster, CO 80030	10/11/2016 5:09 PM
93	kpings@gmail.com	10/11/2016 5:04 PM
94	billrj@att.net	10/11/2016 4:49 PM
95	kfreeman@kfa.com	10/11/2016 4:38 PM
96	11558 Larson Lane, Northglenn, CO 80233	10/11/2016 4:33 PM
97	S.shadrack@gmail.com	10/11/2016 12:38 PM
98	Fiorefam52@gmail.com	10/11/2016 11:50 AM
99	Mrendon724@aol.com	10/11/2016 11:11 AM
100	Cbale_1@yahoo.com	10/11/2016 10:53 AM
101	Micheleschanker@gmail.com	10/11/2016 10:36 AM
102	extremesoccermom@yahoo.com	10/11/2016 10:32 AM
103	ldkillion23@yahoo.com	10/11/2016 9:58 AM
104	trujillock@gmail.com	10/11/2016 9:44 AM
105	jandk_4@q.com	10/11/2016 9:38 AM
106	writerjolene@gmail.com	10/10/2016 5:44 PM
107	kasinda.mercer@gmail.com	10/10/2016 2:14 PM
108	Ldkillion23@hotmail.com	10/10/2016 1:50 PM
109	Jason@rccrawler.com	10/10/2016 11:02 AM
110	15047 Madison Street Brighton Co 80602	10/10/2016 10:22 AM
111	12895 Adams Way Thornton 80241	10/10/2016 9:32 AM
112	Ericbmuller@me.com	10/10/2016 8:42 AM
113	Jdchmbrln@yahoo.com	10/10/2016 8:34 AM
114	spurvey@comcast.net	10/10/2016 8:29 AM
115	stacylambright@gmail.com	10/9/2016 9:22 PM

116	jholcombe30@gmail.com	10/9/2016 3:30 PM
117	sbriggs283@gmail.com	10/9/2016 10:21 AM
118	davidmatz@hotmail.com	10/9/2016 10:14 AM
119	owenm511@icloud.com	10/8/2016 11:50 AM
120	profbueno1@gmail.com	10/8/2016 10:29 AM
121	apryl.sweat@comcast.net	10/6/2016 8:26 PM
122	pseudoville@msn.com	10/6/2016 7:21 PM
123	kozamel@gmail.com	10/6/2016 4:16 PM
124	mark.grablin@gmail.com	10/5/2016 7:30 PM
125	weberjmr@yahoo.com	10/5/2016 6:50 PM
126	bhdahm@q.com	10/5/2016 8:59 AM
127	dsolanik@comcast.net	10/4/2016 12:38 PM
128	aespositoae@gmail.com	10/4/2016 7:46 AM
129	blondyiee25@yahoo.com	10/3/2016 7:53 PM
130	benjamin.galassini@gmail.com	10/3/2016 10:33 AM

Q30 Please provide your name:

Answered: 156 Skipped: 202

#	Responses	Date
1	yanaira.sotelo-sanchez	11/10/2016 3:46 PM
2	Izabella	11/10/2016 3:28 PM
3	Peyton	11/10/2016 3:17 PM
4	Cindy	11/10/2016 10:54 AM
5	Bryan	11/10/2016 10:50 AM
6	Vincent	11/10/2016 10:44 AM
7	Maria	11/10/2016 9:53 AM
8	Kyle	11/9/2016 3:57 PM
9	Patrick & Tiffany Martinez	10/31/2016 11:48 AM
10	Ryan Massfeller	10/30/2016 7:49 AM
11	Paula Pahl	10/29/2016 8:52 PM
12	Fatima	10/29/2016 7:14 PM
13	Holly	10/29/2016 11:28 AM
14	Barbara L Peters	10/28/2016 1:47 PM
15	Patti Lyon	10/28/2016 1:36 PM
16	Michael Berthelot	10/28/2016 12:49 PM
17	Angela	10/28/2016 11:18 AM
18	Steve Spearman	10/28/2016 10:47 AM
19	Rob Richie	10/28/2016 10:27 AM
20	Wendy DeLaCruz	10/27/2016 6:27 PM
21	Kyle Smith	10/27/2016 3:32 PM
22	Craig Fredrich	10/27/2016 3:18 PM
23	Merylee Appel	10/27/2016 9:59 AM
24	Zoe	10/27/2016 9:19 AM
25	Joseph Knittel	10/27/2016 7:20 AM
26	Rochelle Whiles	10/27/2016 7:11 AM
27	Mike Mitchell	10/27/2016 5:57 AM
28	Sarah Strain	10/26/2016 11:03 PM
29	Camille Ross	10/26/2016 9:42 PM
30	Melissa	10/26/2016 9:38 PM
31	Hepsibah Fudpucker	10/26/2016 9:24 PM
32	Leslie Tancredo	10/26/2016 9:22 PM
33	Brennan wilkins	10/26/2016 9:08 PM
34	Al Hooper	10/26/2016 8:47 PM
35	Brittney	10/26/2016 8:28 PM

36	Trina	10/26/2016 7:37 PM
37	Jeremiah lindemann	10/26/2016 7:24 PM
38	Desi	10/26/2016 7:21 PM
39	Mike	10/26/2016 7:11 PM
40	Melanie Currey	10/26/2016 6:29 PM
41	Michael Worley	10/26/2016 6:12 PM
42	Cassie Matz	10/26/2016 5:49 PM
43	Brandon Morin	10/26/2016 5:07 PM
44	Misty Haisfield	10/26/2016 5:03 PM
45	Kim	10/26/2016 4:54 PM
46	Mike Fahy	10/26/2016 4:50 PM
47	Rich Evans	10/26/2016 8:44 AM
48	Beth Carter	10/25/2016 1:15 PM
49	Mike Plansker	10/24/2016 9:46 PM
50	Marianne Jeppson	10/24/2016 6:42 PM
51	Sarah Sullivan	10/24/2016 5:29 PM
52	Jerry Tittel	10/24/2016 4:41 PM
53	Jerry Tittel	10/24/2016 4:18 PM
54	Aaron Garcia	10/24/2016 1:52 PM
55	Shahreen Fredrich	10/24/2016 9:02 AM
56	scott	10/24/2016 7:21 AM
57	Danielle Keith	10/23/2016 8:32 PM
58	Crystal	10/23/2016 5:40 PM
59	Linda Petroff	10/23/2016 5:07 PM
60	Mike	10/23/2016 2:10 PM
61	Stephanie Hernandez	10/23/2016 12:35 PM
62	Sheryn Caldwell	10/23/2016 12:31 PM
63	John Snider	10/23/2016 11:08 AM
64	Andrea Spaulding	10/23/2016 9:50 AM
65	Pam & Rob	10/23/2016 9:42 AM
66	Dan Drain	10/22/2016 10:59 PM
67	Chris Petroff	10/22/2016 10:44 PM
68	Jennifer Bohn	10/22/2016 3:47 PM
69	Tanja	10/22/2016 1:51 PM
70	Sharon Townsend	10/22/2016 1:39 PM
71	John Gross	10/22/2016 11:18 AM
72	Lisa Wiman	10/22/2016 10:55 AM
73	Lisa George	10/21/2016 9:01 PM
74	Laura Scott	10/21/2016 7:53 PM
75	Floyd Thorne	10/21/2016 4:56 PM
76	Brian Labovitz	10/21/2016 4:09 PM

77	Gary Kline	10/21/2016 2:54 PM
78	Chris Ruffing	10/21/2016 1:05 PM
79	Brian Genge	10/21/2016 1:04 PM
80	Teresa Krieger	10/21/2016 12:46 PM
81	Charles Gehlen	10/21/2016 12:18 PM
82	Darla Stauffer	10/21/2016 11:26 AM
83	George Ruwet	10/21/2016 11:12 AM
84	John Guenther	10/21/2016 11:08 AM
85	Simon Webster	10/21/2016 10:34 AM
86	Jim	10/21/2016 9:53 AM
87	Vickie Herrington	10/21/2016 9:47 AM
88	Kristen Murray-Todd	10/21/2016 9:44 AM
89	Jennifer Wiese	10/21/2016 9:21 AM
90	Tony Hake	10/21/2016 9:20 AM
91	Melissa Cosyns	10/20/2016 8:13 AM
92	Julie Bozeman	10/19/2016 5:51 PM
93	jessica montoya	10/19/2016 4:59 PM
94	Lance Mujrphy	10/19/2016 2:28 PM
95	Paul Csibrik	10/19/2016 1:36 PM
96	valerieols@gmail.com	10/19/2016 12:18 PM
97	Jeanette hensley	10/18/2016 11:33 PM
98	Maria Orms	10/18/2016 7:57 PM
99	JANICE JARAMILLO	10/18/2016 2:17 PM
100	Tamara Glover	10/18/2016 9:21 AM
101	melissa kauffman	10/17/2016 10:23 PM
102	Mary Jo Anleitner	10/17/2016 9:59 PM
103	Adrian Dateer	10/17/2016 2:51 PM
104	Kenneth Wilcox	10/15/2016 8:53 AM
105	Linda Malloy	10/13/2016 9:29 AM
106	Mario Massa	10/12/2016 4:47 PM
107	Steve Gaborik	10/12/2016 4:41 PM
108	Sarah McKinley	10/12/2016 2:18 PM
109	Desha Lang	10/12/2016 7:18 AM
110	Taniuska Worsham	10/11/2016 9:17 PM
111	Alisa	10/11/2016 9:05 PM
112	Kristin Mott	10/11/2016 5:09 PM
113	Joe	10/11/2016 5:07 PM
114	Keith	10/11/2016 5:04 PM
115	Randy J Billinger	10/11/2016 4:49 PM
116	K Freeman	10/11/2016 4:38 PM
117	Stacey Schofield	10/11/2016 4:33 PM

118	Shelly Shadrick	10/11/2016 12:38 PM
119	Kasey Jones	10/11/2016 12:06 PM
120	Amy fiore	10/11/2016 11:50 AM
121	Melanie Anderson	10/11/2016 11:11 AM
122	Colleen Bale-Wright	10/11/2016 10:53 AM
123	Michele schanker	10/11/2016 10:36 AM
124	Sandi Gault	10/11/2016 10:32 AM
125	Lisa Luyties	10/11/2016 10:21 AM
126	David tatham	10/11/2016 10:06 AM
127	Valorie Plesha	10/11/2016 10:06 AM
128	jennifer	10/11/2016 9:59 AM
129	Lois Donnelly	10/11/2016 9:58 AM
130	Kelli Trujillo	10/11/2016 9:44 AM
131	kim blanchette	10/11/2016 9:38 AM
132	Jolene	10/10/2016 5:44 PM
133	Kasinda Mercer	10/10/2016 2:14 PM
134	Lois Killion	10/10/2016 1:50 PM
135	Jason hensel	10/10/2016 11:02 AM
136	Brian McWilliams	10/10/2016 10:22 AM
137	Michele Alberts	10/10/2016 9:32 AM
138	Eric Muller	10/10/2016 8:42 AM
139	Julie Chamberlain	10/10/2016 8:34 AM
140	Deanna Spurvey	10/10/2016 8:29 AM
141	Stacy Lambright	10/9/2016 9:22 PM
142	Jessica Holcombe	10/9/2016 3:30 PM
143	Scott Briggs	10/9/2016 10:21 AM
144	David	10/9/2016 10:14 AM
145	mike owen	10/8/2016 11:50 AM
146	Chuck Howard	10/8/2016 10:29 AM
147	Apryl Sweat	10/6/2016 8:26 PM
148	Mike	10/6/2016 7:21 PM
149	Melanie Harris	10/6/2016 4:16 PM
150	Mark Grablin	10/5/2016 7:30 PM
151	Joe Weber	10/5/2016 6:50 PM
152	Holly Dahm	10/5/2016 8:59 AM
153	David Solanik	10/4/2016 12:38 PM
154	Antonio Esposito	10/4/2016 7:46 AM
155	Crystal Dusinski	10/3/2016 7:53 PM
156	Ben Galassini	10/3/2016 10:33 AM

Q31 Please provide any additional comments:

Answered: 61 Skipped: 297

#	Responses	Date
1	you guys make grate parks	11/10/2016 3:46 PM
2	fun fun fun	11/10/2016 3:34 PM
3	Thank you	11/10/2016 9:53 AM
4	Love the Open Space!! One of the best reasons to live here!	10/28/2016 1:47 PM
5	Love our city!	10/28/2016 1:36 PM
6	My wife and I are happy that the City of Thornton and the county are soliciting public input and that there are plans to preserve the open space. It is very important to all residents whether they realize it or not. If the City needs a resident volunteer for additional input on future plans for Big Dry Creek please contact me.	10/28/2016 12:49 PM
7	The trail systems around Eastlake are great but are too disconnected from the NW open spaces. The fitness stations along Lake Village would be a nice additon to Big Dry Creek as well. On a side note, Some of those existing stations need updated/replaced.	10/27/2016 3:32 PM
8	thank you for driving this project!	10/27/2016 3:18 PM
9	Not sure if any of those areas would lend itself to overnight camping, or if any interest from community in having something like that.	10/27/2016 9:59 AM
10	Please do not install street lights along the trail or in the public spaces, we have a hard enough time finding natural dark places to relax and the wildlife in the area absolutely needs pockets of dark areas. If any lighting MUST be used, make it red light, minimal, and shut off after 10 PM.	10/26/2016 9:24 PM
11	Well done survey!	10/26/2016 7:11 PM
12	More connected trails as well! Thanks!	10/26/2016 6:12 PM
13	I had a realtor call about someone wanting to live in the neighborhood. I'm not interested in selling, but found the call interesting. Obviously City of Thornton is doing some good things if I don't want to leave and a realtor is forced to call homeowners to find a client a potential home. Keep up the great work!	10/26/2016 5:03 PM
14	The city is doing a good job, keep up the good work!	10/26/2016 8:44 AM
15	I would love to see these areas developed and maintained with easier access for dog walking and exercise.	10/24/2016 6:42 PM
16	I love the trail systems and am excited to hear more about the big dry Creek!	10/24/2016 5:29 PM
17	I was largely unaware of much access to the areas you show except near Willams St and 148th and the potential for mountain biking.	10/24/2016 4:18 PM
18	thank you - look forward to seeing the developments!	10/24/2016 9:02 AM
19	Thank you for valuing our opinions!	10/23/2016 8:32 PM
20	Please bring trails up to area four!	10/23/2016 5:15 PM
21	Thank you!!!	10/23/2016 12:31 PM
22	Would like to see priority to having paved trail connections along the whole Big Dry Creek areas and nearby neighborhoods.	10/22/2016 10:44 AM
23	We visit the Eastlake Gravel Pits Trail almost daily for walking on unpaved trails and being in nature.	10/22/2016 10:55 AM
24	Thank you for collecting this info.	10/21/2016 9:01 PM
25	I want to preserve the land for wildlife.	10/21/2016 1:04 PM
26	would like to see more trails on the north end of Thornton that might connect to other cities trails so residents can travel on bikes and foot without worry of motor vehicles.	10/21/2016 12:46 PM

27	Would love to see a sign of the history of the old barn off Williams since so many people visit also some kind of trash receptacles (small) so people who sometimes visit the area and just toss trash on the street tired of picking it up	10/21/2016 12:18 PM
28	I would love to be more active with my family - having any way to get to the open spaces other than by car would be a huge step for the members of the North Creek Farms community.	10/21/2016 10:34 AM
29	If you're looking for volunteer support in this overall effort, please let me know what those needs are & I'd be happy to look at & consider if there's a way I might fit in to offer support.	10/21/2016 9:47 AM
30	We are looking forward to more opportunities to enjoy our great city!	10/21/2016 9:44 AM
31	As more or less stated above (in the wrong box - haha), I would like to see access to these areas improved via more parking and perhaps a dirt / gravel trail linking everything. However, beyond that, I would ask the city to keep our open space just that - open space. There are so few areas like this in Thornton and we should work to preserve our little bit of wilderness as much as possible. Structures and other man-made "improvements" should be kept to a minimum. I beg of you to preserve this area as natural as possible.	10/21/2016 9:20 AM
32	Love Thornton! I love the trail systems and would like to see that continued. Great for walkers, riders and all. East lake is great as some of it is groomed and some undeveloped to just have the natural habitat. In our quest for growth and tax revenue, we don't want to lose the wildness that is Colorado.	10/19/2016 5:51 PM
33	DO not allow oil wells in open space. They stink and they pollute it.	10/18/2016 7:57 PM
34	Top Golf will upset the entire area with their large nets. Move Top Golf to an industrial area.	10/18/2016 7:14 PM
35	again, I would like to emphasize to please help to do what can be done to save the wildlife that live and/or travel along Big Dry Creek in Thornton, Colorado. Approval has been granted for a business to be built right next to and parallel to Big Dry Creek – a business which will be detrimental to the existing wildlife – an outdoor entertainment facility with 170-foot-tall, expansive, close to invisible netting, with a rooftop nightclub and loud music playing from 9 am to 2 am every day as well as bright lights turned on 24/7. There is a lot of wildlife in the area: Bald Eagles, Red Tail Hawks, Peregrine Falcons, Big Horned Owls, White Ibis, ducks, and a lot of other birds, bats, etc. Several well documented studies show that increased noise and light has a detrimental impact on wildlife, as light and noise impacts mating rituals, hunting behaviors and several other aspects of their lives. Not to mention the netting which the birds cannot see, and thus will get caught in. To the north and the south of this particular area much of the area around Big Dry Creek is preserved wetlands, wildlife preservation areas or parks. Imagine all the wildlife which naturally travels along this corridor getting caught in netting or getting killed by predators because they can no longer communicate danger, or starve because they can no longer hunt – all because of the introduction of noise and lights. And imagine all the nests in the area sitting empty because the birds can no longer engage in their natural mating rituals! If you love Bald Eagles, Raptors, Owls, birds in general and value a rich wildlife and protected plants (there are several in the area), this is an effort where you can make a difference.	10/17/2016 10:23 PM
36	The Topgolf location is the most horrid for wildlife and quality of life. A typical lowlife Thornton decision. Just bad all around. But I guess it bring big bucks. Just wait until homes values tank around it and those areas no longer provide attractive neighborhoods to move into. You may congratulate yourself on the worst city planning ever.	10/17/2016 7:44 PM
37	I can't believe the City Council would put a stupid Top Golf monstrosity on this land. And, you're only LEASING the land to them. They aren't even making any real investment in the city of Thornton!	10/17/2016 2:51 PM
38	I believe that converting the Barn to an art gallery and acoustic performance venue would benefit our community by promoting the arts and culture in our neighborhood, benefit the area merchants, familiarize surrounding communities with our community and improve the academic performance of children in our neighborhood. I live 1 block away from the barn and I'm willing to do anything I can to help with the development of an arts and culture element on the Big Dry Creek Open Space. Kenneth Wilcox Chairperson Thornton Arts Sciences and Humanities Council	10/15/2016 8:53 AM
39	I am an avid cyclist and would really love it if all the little neighborhood trails were tied together to make one big loop trail with signage directing you on that loop. We have been able (from our neighborhood to put together a 20 mile loop, but it would be great if we spent less time trying to figure out where we are and how to get to the next section. Also, less road crossings would be great. If you want to see more trail usage, improve the trail system.	10/12/2016 4:47 PM
40	would love to have a nearby trail system that gives impression of being far away from civilization. and would love a section for workout circuit training	10/12/2016 7:18 AM
41	I am most interested in seeing the different sections of the Dry Creek Trail interconnected, so that it would be possible to travel along a paved trail.	10/11/2016 4:38 PM
42	Trees, more trees and water fountains are very necessary. The trail in the summer it's horribly hot	10/11/2016 12:24 PM
43	There are a lot of (running) race events along Big Dry Creek that I LOVE seeing in our community. Please keep the trails runner friendly, and the paths wide enough for the occasional crowd.	10/11/2016 10:24 AM
44	Year-round access to restrooms and water. Yes, people run in the winter!	10/11/2016 10:06 AM

45	you are building WAY TOO much up north and I for one have been deciding to MOVE. I moved out to semi rural location for a reason and now Thornton is just adding more and more congestion :-(10/11/2016 7:17 AM
46	Please connect to the Big Dry Creek Trail system already in place. This would be a huge asset to Thornton to be connected to huge a long trail system. Right now it is very disjointed in Thornton & is quite dangerous for runners & bikers trying to go from trail to trail, but having to cross traffic & go along busy streets.	10/10/2016 2:14 PM
47	The loose gravel trail would be wonderful.for runners, better on their knees, goes along better with the nature theme than concrete.	10/10/2016 1:50 PM
48	Would love to be able to ride from 470 all the way to Standley Lake via hybrid bikes	10/10/2016 8:42 AM
49	would love to see these kept more natural.. no pavillions/play parks to attract more people. that just detracts from the nature purpose and viewing wildlife. give us a space for peace, quiet and nature viewing which is less available with all the building going up. With all the new construction from 144th/wash and 152 and york.. we see less hawks, eagles, deer, fox. Its very sad.	10/10/2016 8:29 AM
50	Thank you for allowing public input. We need to preserve our open spaces as more and more buildings and homes are built in this area - we aren't happy to have an IKEA going in a few miles down the road, we rather much prefer to see these open spaces. Connectivity to other trails and neighborhoods that is safe would be so wonderful.	10/9/2016 9:22 PM
51	I currently use the section of the big dry creek trail for commuting to my job in Boulder, I'd like to see the trail extended.	10/9/2016 10:21 AM
52	1) Please develop more unpaved bike trails. 2) WiFi is important for cell phone mapping performance. 3) Benches to sit and enjoy the views are very important. 4) Clean restrooms are always an asset	10/9/2016 10:14 AM
53	Doggy bags and trash cans, please! Unpaved trails and roads for running and walking. Dirt paths next to sidewalks for joggers/runners with old knees.	10/8/2016 10:29 AM
54	Thank you for looking into renovating the northern section of Big Dry Creek. It could be an amazing attraction to families and employees of any businesses that move into the area. I think the idea of 'nature' playgrounds and discovery areas would be a nice touch to keeping the open and natural feel to the surrounding area.	10/6/2016 8:26 PM
55	When will Adams County and/or City of Thornton widen highway 7 east of the current widening project just east of York St?	10/5/2016 7:30 PM
56	I ride my mountain bike from my home near 150th and York to access Big Dry Creek trail at the I-25 underpass near Thorncreek. From there I've ridden all the way to Standley lake on numerous occassions. It would be really nice if the trail could be extended from I-25 to Hwy 7 so I could access the trail near my home. I also drive to Westminster to access the trail on 128th (near Mountain Range HS).	10/5/2016 6:50 PM
57	Thank you allowing and considering citizen comments via this survey.	10/5/2016 8:59 AM
58	we chris the open space by the White Barn at 148th Zone II you refered to it in the survey. Let the builders put playgrounds in the neighborhoods and have the HOA's manage them. The City can focus on the low maintenance trails providing access to natural habitat. No playgrounds, grass, or watering needed. Lets save \$\$\$, space and enhance our great community.	10/4/2016 12:38 PM
59	Access to the open space from Washington and 144th would be very beneficial.	10/4/2016 7:46 AM
60	It would be nice to have more garbage cans on the trail so that dog waste can be thrown away. Also the lights on the underpasses like 25 need to be replaced so its not so scary when it starts to get dark out	10/3/2016 7:53 PM
61	I greatly look forward to the development of Big Dry Creek & fully support the expansion and direction of Thornton parks. I also appreciate the effort to include Resident's opinions on this. The establishment of a Vibrant park system is crucial to expanding the happiness, culture and sustainability that Coloradans have come to stand for.	10/3/2016 10:33 AM

Appendix B: Conservation Easements

RECEPTION# 201400060967.
09/08/2014 at 02:56:36 PM.1 OF 17.
TD Pgs: 0 Doc Type RESOLUT
Karen Long, Adams County, CO

BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORADO

Resolution 2014-321

RESOLUTION GRANTING THE BIG DRY CREEK PROPERTIES AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT IN GROSS

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and

WHEREAS, the Adams County Parks Dept. received an Open Space Sales Tax grant in 2013 for the acquisition of 12.89 acres along Big Dry Creek; and,

WHEREAS, pursuant to the Open Space Sales Tax Policies and Procedures, upon acquisition of the Big Dry Creek Properties property, Adams County, is required to place a conservation easement on the property to preserve passive use of the property in perpetuity; and

WHEREAS, Adams County, has acquired the Big Dry Creek Properties property; and

WHEREAS, the City of Westminster has signed the amended and restated deed of conservation easement in gross indicating their approval; and

WHEREAS, Adams County desires to grant the amended and restated deed of conservation easement in gross; and

WHEREAS, the amended and restated deed of conservation easement in gross will be effective as of the date that Adams County signs the easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Big Dry Creek Properties Amended Restated Deed of Conservation Easement in Gross, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said Amended and Restated Deed of Conservation Easement in Gross on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

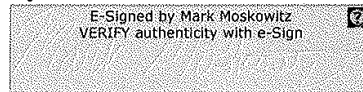
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12th day of August, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Karen Long:



By:



Deputy

AMENDED AND RESTATED
DEED OF CONSERVATION EASEMENT IN GROSS

THIS AMENDED AND RESTATED DEED OF CONSERVATION EASEMENT is made this 12th day of August, 2014, by the COUNTY OF ADAMS, Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, CO 80601 (“Grantor”), in favor of the CITY OF WESTMINSTER, a home-rule municipal corporation, having its address at 4800 W. 92nd Avenue, Westminster, Colorado 80031 (“Grantee”).

RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property in Adams County, Colorado, also known as the Big Dry Creek Properties, more particularly described in Exhibit A and A-1 attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the “Property”).
- B. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor’s intent to utilize the property as open space with associated passive recreation uses.
- C. The Property possesses natural, scenic, open space, and/or recreational values (collectively, “Conservation Values”) of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
 - 1) Natural: the property is approximately 48.79 acres and is located along Big Dry Creek near 144th Avenue and Washington Street. The property contains important wildlife, riparian and upland habitats. It is an important urban stream corridor, with a well developed riparian area.
 - 2) Scenic: preservation of this property as open space will protect the view shed south of 144th Avenue and east of Washington Street along Big Dry Creek.
 - 3) Recreational: The general public will have substantial and regular use

of the property for passive recreational purposes, including hiking, biking, and wildlife watching. The Big Dry Creek Trail is planned to be built on the property. This is an important regional trail for recreational users in Adams County.

- D. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement. The parties acknowledge and agree that the current land use patterns, including, without limitation, improvements located on the Property at the time of this grant, do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.
- E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- F. Grantee is a publicly supported, tax-exempt municipal government, qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, and is a governmental entity as required under C.R.S. 38-30.5-104. Grantee has an Open Space Program whose primary purpose is to preserve natural open space, improve the quality of life in communities and protect natural and historic resources for future generations.
- G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations;
- H. The Amended and Restated Deed of Conservation Easement in Gross replaces, supplants, and supersedes that certain Deed of Conservation Easement in Gross dated August 8, 2012, filed of record as Reception Number 2012000065426 on September 4, 2012; the purpose of the execution and filing of this Amended and Restated Deed of Conservation Easement in Gross is to encumber 12.89 additional acres of contiguous land owner by Grantor located in Adams County, Colorado legally described in Exhibit A-1 and generally depicted in Exhibit B ("Additional Conservation Easement Property"). The Original Conservation Easement Property and the Additional Conservation Easement Property shall be collectively referred to herein as "The Property".

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a PERPETUAL conservation easement in gross over the

Property of the nature and character and to the extent hereinafter set forth (“Easement”).

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property’s Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property’s Conservation Values. It is the intent of the Grantor to preserve the Property in its natural, scenic, and/or open space condition to preserve the open space character, wildlife habitat, and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Property’s Conservation Values.

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

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

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

- a. Grantor reserves the right to lease the Property for agricultural operations consistent with the purpose of this Easement
- b. Grantor reserves the right to construct internal and connecting trails on the Property. All internal trails will be unpaved except the Big Dry Creek

- regional trail, which will be paved.
- c. Grantor reserves the right to construct or place unenclosed improvements that have no Floor Area on the Property, including but not limited to pedestrian bridges, benches, picnic tables, regulatory and interpretive signage, educational kiosks or wildlife or scenic viewing platforms and other similar structures and improvements necessary to provide public access and enjoyment of the Property provided that the locations of such unenclosed improvements are along trails and parking lot and are consistent with the preservation and protection of the Conservation Values.
- d. Grantor reserves the right to construct one (1) vehicle parking lot not to exceed 8,000 square feet; to hold approximately 18 cars, and one (1) restroom facility not to exceed 500 square feet, the approximate location on the property depicted on Exhibit "B".

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

- a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved by Grantor herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.
- b. Existing Structures and Improvements. One active oil and gas well with associated facilities located in the northeast portion of the property. Facilities include a gas wellhead, a crude oil tank, a produced water tank, an oil/water separator, and associated pipelines and fencing: all accessed by a dirt road. A portion of the German Ditch, an irrigation ditch, crosses the southeastern corner of the property. A perimeter wire and three rail vinyl fence surrounds the property on three sides.
- c. Construction of Buildings and Other Structures. The construction of any parking lots, restroom facilities, picnic areas, or other similar improvements is prohibited, except in accordance with Paragraphs (c), (d), (e) and (i) below and 3., above, shall not be allowed without the express written approval of the Grantee.
- d. New Structures and Improvements. Under no circumstances shall any recreational building, structure or improvement, except as provided in paragraph 3, be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges. No new residential buildings shall be allowed.

- e. Fences. The construction or reconstruction of any fences shall not be permitted, except to repair or replace existing fences, to build new fences for purposes of reasonable and customary management of livestock and wildlife; to build, repair or replace fences for purposes related to future trails located on the property; or for separation of ownership and uses.
- f. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited
- g. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. No commercial timber harvesting shall be allowed.
- h. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance using any surface mining method is prohibited.
- i. Paving and Road Construction. No portion of the Property shall be paved nor shall any road be constructed without the prior written approval of Grantee, except as allowed under subparagraph 3.b.c. d. and 4.c. above. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld. Additionally, nothing herein shall be construed so as to cause the Grantor to be in violation of the Americans with Disabilities Act.
- j. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is strictly prohibited.
- k. Water Rights. No water rights are included with this Easement.
- l. Motorized Vehicles. Motorized vehicles shall be prohibited, except for vehicles utilizing trailhead drive and parking lot, and for public maintenance, management, and safety vehicles.
- m. Commercial or Industrial Activity. No industrial uses shall be allowed on the Property. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

1) producing, processing or selling plants, animals, or other farm or ranch products that are predominantly grown or raised on the Property, including forages, sod crops, grains, feed crops, field crops, berries, herbs, flowers, seeds, grasses, nursery stock, fruits, vegetables, aquaculture, trees, and other similar uses and activities;

2) breeding and grazing livestock, such as cattle, horses, sheep, swine, and similar animals, and/or leasing pasture to third parties for grazing livestock.

The foregoing descriptions of allowed commercial uses notwithstanding, feed lots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the purposes of this Easement and are prohibited.

n. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property; except for appropriate and customary “no trespassing” signs and signs informing the public of the status of ownership. Grantor also reserves the right to erect regulatory, trail and interpretive signs. No signs shall significantly diminish or impair the Conservation Values of the Property. Grantor shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by Grantee, identifying the public investment in this Property to the public.

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

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

7. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. When, in Grantee's opinion, an ongoing or imminent violation could

irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

8. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. Costs of suit, including attorneys fees awarded, if any, will be subject to the Colorado Rules of Civil Procedure.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

12. Access. The public shall generally have access to the Property, at such times and in such manner as Grantor may reasonably prescribe by regulation, so that the Conservation Values of the Property are not impaired.

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

14. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees,

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

15. Hold Harmless. To the extent allowed by Law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to forty-nine and two tenths percent (49.2%) of the full fair market value of the Property, as unencumbered by this Easement. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the full fair market value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor’s appraisal to the contrary.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to

compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be forty-nine and two tenths percent (49.2%), an amount equal to the Grantee's real property interest in the property, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Resolution 99-1 which can be found on file with the Adams County Clerk and Recorder's Office at Reception Number CO590506.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

19. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

To Grantor: Adams County
4430 South Adams County Parkway
Brighton, CO 80601
To Grantee: City Manager
City of Westminster
4800 West 92nd Avenue
Westminster, CO 80031

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

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

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

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

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

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

h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and

ATTEST:

KAREN LONG,
CLERK AND RECORDER

Approved as to form:


Deputy Clerk

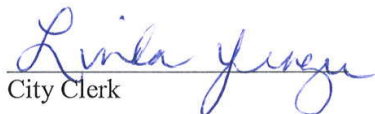

Adams County Attorney's Office

CITY OF WESTMINSTER, COLORADO


City Manager Date 7/7/14

ATTEST:

Approved as to form:


City Clerk

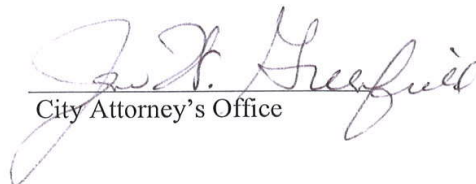

City Attorney's Office

Exhibit A
Legal Description
Original Conservation Easement Property

VACANT LAND KNOWN AS 700 E. 144TH AVENUE THORNTON, CO 80020

TRACT A, WADLEY FARMS SUBDIVISION - SECOND FILING, COUNTY OF ADAMS, STATE OF COLORADO

EXCLUDING:

A PARCEL OF LAND BEING PART OF THAT CERTAIN PARCEL OF LAND MENTIONED ABOVE AND RECORDED AT RECEPTION NO. 2010000036389 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, A PARCEL RECORDED AT RECEPTION NO. 2012000028229 IN SAID RECORDS. BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE NORTH 89° 57' 42" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 75.85 FEET; THENCE SOUTH 00° 02' 18" EAST, A DISTANCE OF 65.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 144TH AVENUE AS DESCRIBED IN THE INSTRUMENT RECORDED AT RECEPTION NO. 20050125000083600 IN SAID RECORDS BEING THE POINT OF BEGINNING; THENCE NORTH 89° 57' 42" EAST, ON A LINE BEING 65.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00° 47' 03" EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 89° 57' 42" WEST, ON A LINE BEING 90.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 25.00 FEET;

THENCE NORTH 00° 47' 03" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS A CALCULATED AREA OF 625 SQUARE FEET OR 0.0143 ACRES MORE OR LESS.

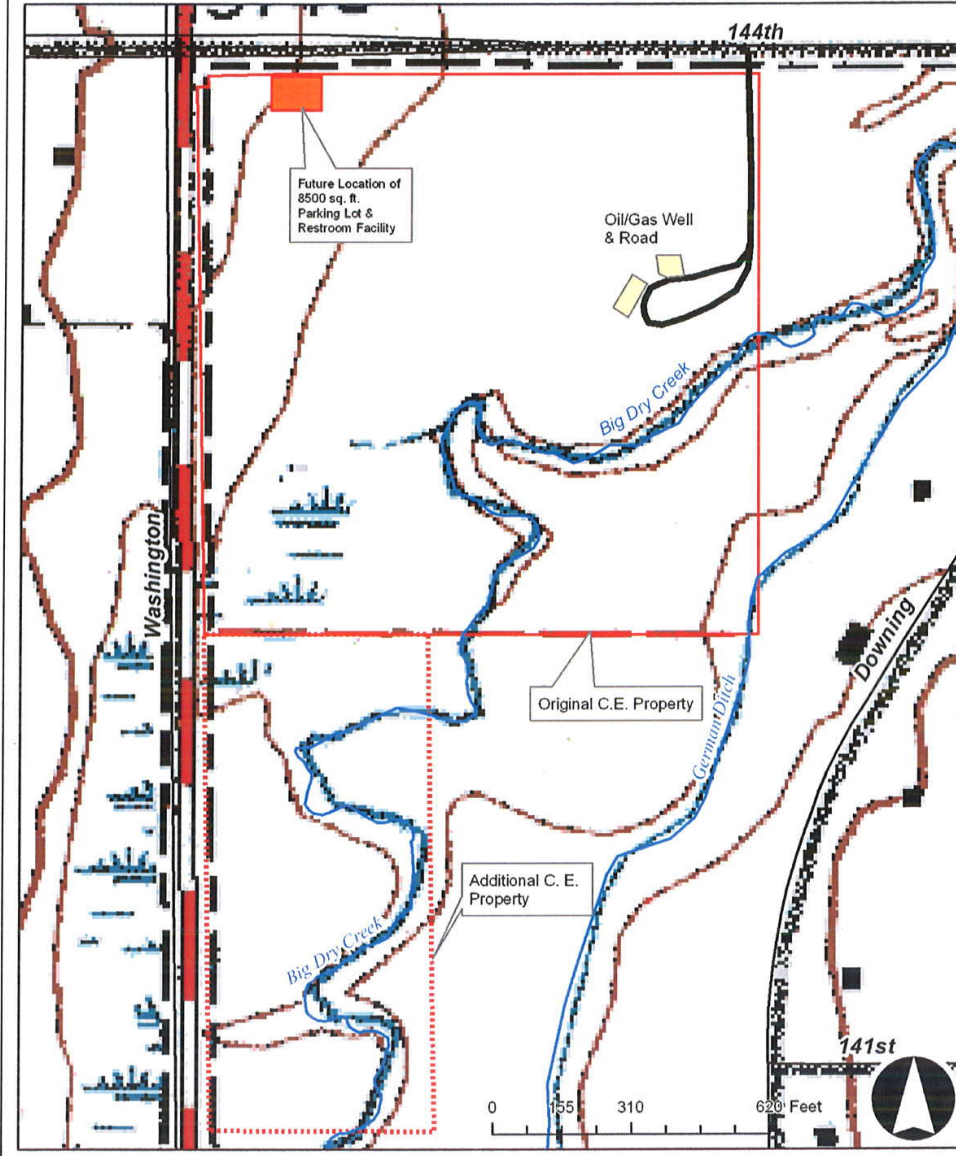
Exhibit A-1
Legal Description
Additional Conservation Easement Property

LOT 1, LONE PASTURE SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO

Also known as Adams County Assessor Parcel Number: 0157323201001.

Location: 14100 Washington Street, Brighton Colorado 80601

Exhibit B: 144th Ave. and Washington Street - Big Dry Creek Property



BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING DEED OF CONSERVATION
EASEMENT FROM THE CITY OF THORNTON FOR THE BIG DRY CREEK –
NORTH OF 144TH AVENUE PROPERTY

Resolution 2015-024

WHEREAS, Adams County voters approved an Open Space Sales Tax on November 2, 1999, to be used in accordance with Resolution 99-1; and,

WHEREAS, the City of Thornton received an Open Space Sales Tax grant on November 2, 2011 for the acquisition of Big Dry Creek – north of 144th Avenue property, which is approximately 59.29 acres in size and located along Big Dry Creek just west of the Quail Valley subdivision; and,

WHEREAS, pursuant to the Open Space Sales Tax Policies and Procedures, upon acquisition of the Big Dry Creek – north of 144th Avenue property, Thornton is required to place a conservation easement on the property to preserve passive use of the property in perpetuity; and,

WHEREAS, Thornton acquired the Big Dry Creek – north of 144th Avenue property on November 29, 2011 and desires that Adams County hold the conservation easement on the property; and,

WHEREAS, Thornton has signed the conservation easement indicating their approval; and,

WHEREAS, Adams County desires to accept the conservation easement; and,

WHEREAS, the conservation easement will be effective as of the date that Adams County signs the easement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Big Dry Creek – north of 144th Avenue Conservation Easement, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chairman is authorized to execute said Conservation Easement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Tedesco _____ Aye
O'Dorisio _____ Aye
Henry _____ Aye
Hansen _____ Aye
Pawlowski _____ Aye
Commissioners

STATE OF COLORADO)
County of Adams)

I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 20th day of January, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By:

E-Signed by Erica Hannah 
VERIFY authenticity with e-Sign

Deputy

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this day of *16th December* 2014, by the City of Thornton, having its address at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantor"), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, Colorado 80601 ("Grantee").

RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 59.29 acres, more or less, in Adams County, Colorado, more particularly described in Exhibit A, recorded on December 1, 2011 and filed of record in the office of the Adams County Clerk and Recorder at Reception #2011000078788 and 2011000078789 attached hereto and as depicted on Exhibit B Vicinity Map which are incorporated herein by this reference (the "Property"). Permitted exceptions to which the Property is subject are described in Exhibit C.
- B. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor's intent to utilize the Property as open space with associated passive recreation uses.
- C. The Property possesses natural, scenic, open space, ecosystem habitat, historical, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
 - 1) Natural: The Property is located within the Big Dry Creek drainage corridor and provides a floodplain and associated vegetation;
 - 2) Scenic: The Property provides a natural, visual and historical buffer between residential and non-residential land uses with views of the mountains and creek corridor;

- 3) Open Space: The Property is being preserved for the riparian habitat, wildlife habitat and scenic buffer in the Big Dry Creek Corridor, for future trail connections and for educational opportunities for the enjoyment of the public;
 - 4) Ecosystem habitat: The Property serves as wildlife habitat and travel corridor for small mammals as well as birds, raptors, and other species associated with water courses;
 - 5) Historical: The Property currently includes a three-story wood-framed barn constructed approximately in 1923 that was also used as a community gathering space in the early 20th century, with much of the structure and original materials intact;
 - 6) Educational: The Property provides an opportunity to educate the public about creek corridors, riparian and wildlife habitat in urban areas and community life in and around the historic town of Eastlake at the turn of the 20th century;
 - 7) Recreational: The Property provides areas for future trails, trail connections, a trailhead, historical community gathering events and other recreational amenities.
- D. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purpose of this Easement. The parties acknowledge and agree that the current land use patterns, including the oil and gas wells and historic barn, do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.
- E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.
- F. Grantee is a tax-exempt governmental organization, qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. Grantee has an Open Space Program whose purpose is to preserve natural areas for preservation of wildlife habitats, preserve wildlife corridors to support movement and migration of wildlife, preserve and enhance existing wetlands, preserve areas with significant view corridors and buffers, preserve historical land uses and provide passive recreation opportunities.

- G. Grantee is also a governmental entity as required under C.R.S. § 38-30.5-104 et seq., which provides for conservation easements to maintain land and water in a natural, scenic, historic or open space condition, for ecosystem habitat, recreation or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.
- H. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations.

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

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. To achieve this purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its natural, historic, scenic and/or open space condition to preserve and enhance the open space and historic character, ecosystem habitat, recreational, educational and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Property's Conservation Values.

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

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property;

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

3. **Reserved Rights.** Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. **Building Area; Construction of Buildings and Other Structures and Activities.**

(1) A 2.3 acre, more or less, Building Area or Envelope is located on the Property as described and depicted on the attached Exhibit D Building Envelope. At the time of granting of this Easement, the following structure is located within the Building Area: a three-story wood-framed barn constructed approximately in 1923 that was also used as a community gathering space in the early 20th century, with much of the structure and original materials intact. Grantor may maintain, repair, remove, replace and reconstruct the existing structure without further approval of Grantee. All buildings shall be located within the Building Area.

(2) Within the Building Area, sidewalks, driveways and areas adjacent to the permitted structures may be landscaped, irrigated, paved or covered with other impermeable surfaces.

(3) Grantor shall have the right to construct new structures and permanent agricultural facilities including greenhouses, shelters, gazebos, restrooms, lighting, paved parking lots and other similar improvements within the Building Area, subject to review and approval of building plans by Grantee solely to ensure the Property's Conservation Values are not substantially diminished or impaired and are in accordance with applicable local planning and zoning laws.

(4) Within the Building Area, Grantor may establish temporary parking areas and hold community gatherings, exhibitions, and events.

- b. **Passive Recreation Activities.** Grantor reserves the right for Grantor and its invitees to engage in passive recreational and educational activities, including but not limited to horseback riding, agricultural and trail use, cross-country skiing, bicycle riding, wildlife

watching and other similar low-impact recreational and educational uses.

- c. Passive Recreation Amenities. Grantor reserves the right to construct, improve, maintain, repair, replace, relocate or remove certain amenities related to passive recreational activities including signage, benches, soft surface trails, irrigation, fencing, and gates without prior Grantee approval. Subject to prior written approval of Grantee, Grantor reserves the right to construct, update, replace, relocate, enlarge, or remove the following amenities related to passive recreational activities including but not limited to hard surface trails, , structures, shelters, restrooms, storage, pedestrian underpasses or bridges, and lighting. Without limiting the foregoing, Grantor reserves the right to improve, maintain, and repair amenities related to passive recreational activities including but not limited to structures, shelters, hard and soft surfaced trails, irrigation, restrooms, storage, pedestrian underpasses or bridges, and lighting without prior Grantee approval. Any such use or work shall be performed in such a way as to minimize the negative impact such use or work would have on the Conservation Values of the Property.
- d. Agriculture. The following agricultural uses are allowed:
- (1) Producing, processing or selling plants, animals, or other farm or ranch products that are predominantly grown or raised on the Property, including forages, sod crops, grains, feed crops, field crops, berries, herbs, flowers, seeds, grasses, nursery stock, fruits, vegetables, trees, and other similar uses and activities consistent with the Management Plan (defined below);
 - (2) Breeding and grazing livestock, such as cattle, horses, sheep, swine, and similar animals consistent with the Management Plan;
 - (3) The foregoing descriptions of allowed commercial uses notwithstanding, commercial feed lots and other intensive growth livestock farms, such as dairy, swine, or poultry farms, are inconsistent with the Purpose of this Easement and are prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the commercial business of the reception and feeding of livestock.
 - (4) Land Management / Management Plan. To facilitate periodic communication between Grantor and Grantee about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "Management

Plan” prepared by the Grantor and approved by the Grantee, at such future date as agricultural use of the Property is desired.

- e. Utility and Drainage. Subject to prior written approval of Grantee, Grantor reserves the right to use the Property for utility and drainage purposes, including but not limited to the construction, installation, removal, and relocation of floodplain and creek bed, natural drainage swales, wetland areas, placement of drainage and/or utility piping, utility service connections, and water features consistent with the purpose of the Easement. No written approval of Grantee is required for Grantor to improve, maintain, repair, and replace such structures. All improvements shall be made in accordance with the best practices established by the Urban Drainage and Flood Control District.
 - f. Infrastructure. Grantor shall have the right to improve, maintain, repair, or remove existing infrastructure including but not limited to sanitary sewer, storm sewers, water lines and associated appurtenances of these utilities on the Property without the permission of the Grantee. However, after work concludes, the property shall be returned to its previous or a more natural state. Grantor shall obtain written approval of Grantee prior to expanding, relocating, or replacing existing infrastructure on the Property. Grantor shall also obtain written permission of Grantee prior to constructing new infrastructure on the Property. Any and all actions taken with regard to the infrastructure must comply with local zoning laws.
 - g. Landscape Management. Grantor may manage the landscaping and remove trees and shrubs to remove unhealthy and dead plant material, control insects, disease and invasive non-native species. Grantor may plant additional trees and other landscape plant materials and construct and maintain associated irrigation appurtenances to contribute to the scenic character of the Property.
 - h. Annexation and Zoning. Grantor may at any time annex and zone the Property as Parks and Open Space (POS).
4. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved by Grantor herein, and the parties agree that such rights are hereby

released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

- b. Construction of Buildings and Other Structures. Except as provided in Section 3, above, the construction of any building, structure or other improvement of any kind, temporary or permanent, except those existing on the date of this Easement, is prohibited. Under no circumstances shall any active recreational building, structure or improvement be built on the Property, including but not limited to athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges.
- c. Subdivision. Any division or subdivision of title to the Property by legal process is prohibited.
- d. Timber Harvesting. No commercial timber harvesting shall be allowed.
- e. Mining.

(1) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any surface mining method is prohibited. Mining utilizing methods other than surface mining may be permitted if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values. No extraction permitted pursuant to this paragraph shall occur without prior written notice to and approval of Grantee, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. Any lease, surface use agreement, or other conveyance by Grantor to a third party of mineral rights subsequent to the date of recording of this Easement shall be subject to the restrictions of this Easement and shall so state, shall contain terms consistent with the provisions of this Easement, and a copy of the same shall be provided to Grantee prior to its execution by Grantor for Grantee's review and approval.

(2) Grantor agrees that by granting this Easement to Grantee, it has granted to Grantee a portion of its rights as owner of the surface of the Property on which the exploration, development, operations and reclamation of any minerals (including but not limited to oil and gas, helium, carbon dioxide and coaled methane) may be conducted ("Surface Owner"). Within ten (10) days after receipt, Grantor shall provide written notice to Grantee of any

contract, whether verbal or written, from an owner, lessee or operator of Minerals on the Property. Grantor intends that Grantee, in addition to its interest as a holder of this Easement, shall have the rights of a Surface Owner to receive notices of proposed mineral activities and to take appropriate action to protect the Purpose of this Easement. Accordingly, Grantor agrees: (i) to provide Grantee with any notices Grantor receives related to the exploration, development, operations and reclamation of any minerals; and (ii) that Grantee must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations and reclamation of any minerals, including any agreement permitted or required of a Surface Owner under C.R.S. §34-60-101 et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including but not limited to oil and gas, helium, carbon dioxide and coaled methane), which approval Grantee may withhold in its reasonable discretion if it determines that the proposed surface use would substantially diminish or impair the Conservation Values, is inconsistent with the preservation of the Conservation Values, is inconsistent with the terms of this Easement, or is not permitted under the terms of the mineral reservation or severance or the mineral lease.

(3) Grantee acknowledges that the Property is subject to reservations. Grantee also acknowledges that the Property is subject to other easements and licenses as described in the Permitted Exceptions described in Exhibit C attached hereto.

- f. Paving and Road Construction. With the exception of those instances expressly reserved in Section 3 of this Easement, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road, trailhead, or parking lot be constructed without the prior written approval of the Grantee.
- g. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is strictly prohibited.
- h. Motorized Vehicles. Motorized vehicles shall be prohibited, except for emergency and maintenance vehicles and vehicles used for those uses expressly reserved in Section 3 of this Easement and allowed by City Code or federal law.

- i. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property, except for those uses expressly reserved in Section 3 of this Easement.
- j. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs, educational and way finding signage, and signs informing the public of the status of ownership. No signs shall significantly diminish or impair the Conservation Values of the Property.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantors shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question except as otherwise provided here. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to a request within thirty (30) days, the request is deemed approved.

7. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property or should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court of jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may petition the court to obtain an injunction to stop it, temporarily or permanently. The Grantee may also

petition the court to issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

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

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

12. Access. The public shall generally have access to the Property, at such times and in such manner as Grantor may reasonably prescribe by regulation, so that the Conservation Values of the Property are not impaired.

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

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

15. Hold Harmless. To the extent allowed by law, and without waiving the Colorado Governmental Immunity Act, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Section 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property unless caused solely by any of the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to fifty percent (50%) of the full fair market value of the Property, as unencumbered by this Easement, on the date this Easement is first recorded. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the easement value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor's appraisal to the contrary.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be fifty percent (50%), an amount equal to Grantee's real property interest in the property, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement or in accordance with the passive uses described in Resolution 99-1 which can be found on file with the Adams County Clerk and Recorder's Office at Reception Number C0590506.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

19. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

To Grantor: City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229

To Grantee: Adams County
4430 South Adams County Parkway
Brighton, Colorado 80601

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

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

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

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

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

- e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.
- g. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.
- h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- i. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.
- l. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.
- m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not

constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

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

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chairman Date

ATTEST:

KAREN LONG,
CLERK AND RECORDER
[Signature]
Deputy Clerk

Approved as to form:
[Signature]
Adams County Attorney's Office

CITY OF THORNTON, COLORADO

[Signature] 12/22/2014
City Manager Date
acting for Jack Ethridge

ATTEST:
[Signature]
City Clerk, *Nancy Vincent*

Approved as to form:
[Signature]
City Attorney

RECEPTION#: 2011000078788, 12/01/2011 at 01:56:14 PM, 1 OF 2, TD Pgs: 2 Doc Type:SPWTY Karen Long, Adams County, CO Recorded As Received

EXHIBIT A

SPECIAL WARRANTY DEED

THIS DEED, dated November 29, 2011 between Janice Reitzenstein ("Grantor") and the City of Thornton, a Municipal Corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

BEST COPY AVAILABLE

No Doc Fee

WITNESS, that the Grantor, for and in consideration of the sum of Ten (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, as described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Property") reserving unto the Grantor, her heirs and assigns, all surface water, surface water rights and all gas and oil and hydrocarbon mineral right presently owned by the Grantor in and under the Real Property.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, its successors and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by or through Grantor.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

GRANTOR
Janice Reitzenstein

STATE OF COLORADO)
COUNTY OF Adams) :ss

The foregoing instrument was acknowledged before me this 21 day of November, 2011, by Janice F. Reitzenstein as Grantor for

Amber Knopp
Notary Public
My Commission expires: 4-1-15

AMBER KNOPP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 4/1/2015



104525

Exhibit A

THAT PART OF THE EAST ONE-HALF OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 68 WRST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:
 BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 14; THENCE N 00° 14'44" E ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID EAST ONE-HALF A DISTANCE OF 445.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE 100 YEAR FLOOD PLAIN LINE AS ESTABLISHED UNDER EXISTING CHANNEL CONDITIONS BY URBAN DRAINAGE AND FLOOD CONTROL DISTRICT; THENCE ALONG THE ESTABLISHED FLOOD PLAIN LINE AS FOLLOWS:
 N72° 20'44" E, 62.61 FEET; N54° 38'24" E, 335.76 FEET;
 N49° 11'44" E, 179.36 FEET; N21° 44'44" E, 358.70 FEET;
 N23° 43'44" E, 214.92 FEET; N25° 03'44" E, 182.32 FEET;
 N11° 49'16" E, 140.28 FEET; N10° 11'56" E, 339.93 FEET;
 N26° 22'36" E, 163.94 FEET; N01° 23'44" W, 150.12 FEET;
 N19° 05'24" W, 135.18 FEET;
 THENCE LEAVING THE FLOOD PLAIN LINE S89° 25'34" E PARALLEL WITH THE NORTH LINE OF THE SOUTH ONE-HALF NORTHEAST QUARTER A DISTANCE OF 185.93 FEET; THENCE N00° 34'26" E A DISTANCE OF 346.87 FEET; THENCE N89° 25'43" W A DISTANCE OF 300.28 FEET; THENCE N87° 06'54" W 94.56 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE; THENCE ALONG THE 100 YEAR FLOOD PLAIN LINE AS FOLLOWS: N08° 45'06" E, 275.64 FEET;
 N58° 14'26" E, 145.85 FEET; N18° 18'06" E, 369.80 FEET;
 N55° 49'34" W, 165.47 FEET; N12° 01'57" E, 455.07 FEET TO A POINT ON THE NORTH LINE SOUTH ONE-HALF NORTH ONE-QUARTER SAID SECTION 14; THENCE N89° 25'34" W ALONG SAID NORTH LINE A DISTANCE OF 900.00 FEET TO THE NORTHWEST CORNER SOUTH ONE-HALF NORTHEAST ONE-QUARTER SAID SECTION 14; THENCE S00° 14'44" W ALONG THE WEST LINE SAID EAST ONE-HALF SAID SECTION 14 A DISTANCE OF 3523.99 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

QUITCLAIM DEED

THIS DEED, dated November 29, 2011, between Janice Reitzenstein ("Grantor"), and the City of Thornton, a municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

BEST COPY AVAILABLE

No Doc Fee

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

All ground water and other surface extracted mineral rights Grantor owns if any, associated with the Property but not including surface water, surface water rights, gas and oil and hydrocarbon mineral rights, presently owned by the Grantor and not including any royalty payments being received under existing leases associated with the Property described in Exhibit A attached hereto and incorporated herein by reference, which shall be reserved by Seller.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth herein.

GRANTOR

Janice Reitzenstein

STATE OF COLORADO)
) :ss
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 21 day of November, 2011, by Janice F. Reitzenstein as Grantor for

Amber Knopp
Notary Public

My Commission expires: 4-1-15



EXHIBIT A

THAT PART OF THE E1/2 OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:
BEGINNING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 14; THENCE N 00° 14'41" E ON AN ASSUMED BEARING ALONG THE WEST LINE OF SAID EAST ONE-HALF A DISTANCE OF 445.86 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE 100 YEAR FLOOD PLAIN LINE AS ESTABLISHED UNDER EXISTING CHANNEL CONDITIONS BY URBAN DRAINAGE AND FLOOD CONTROL DISTRICT; THENCE ALONG THE ESTABLISHED FLOOD PLAIN LINE AS FOLLOWS:
N12° 28'44" E, 62.61 FEET; N54° 38'24" E, 353.76 FEET;
S45° 17'44" E, 179.36 FEET; N21° 49'44" E, 338.79 FEET;
N25° 43'44" E, 214.92 FEET; N25° 03'44" E, 192.39 FEET;
N11° 49'16" E, 140.28 FEET; N10° 11'56" E, 392.93 FEET;
N26° 22'34" E, 163.94 FEET; N01° 13'44" W, 130.12 FEET;
N19° 05'24" W, 135.18 FEET;
THENCE LEAVING THE FLOOD PLAIN LINE S89° 25'34" E PARALLEL WITH THE NORTH LINE OF THE SOUTH ONE-HALF NORTHEAST QUARTER A DISTANCE OF 183.57 FEET; THENCE N88° 34'26" E A DISTANCE OF 346.87 FEET; THENCE N89° 25'43" W A DISTANCE OF 360.28 FEET; THENCE E87° 48'54" W 94.56 FEET TO A POINT ON THE 100 YEAR FLOOD PLAIN LINE; THENCE ALONG THE 100 YEAR FLOOD PLAIN LINE AS FOLLOWS: N08° 44'06" E, 278.64 FEET;
N85° 14'26" E, 145.85 FEET; N18° 12'06" E, 369.80 FEET;
N85° 49'34" W, 165.47 FEET; N12° 01'57" E, 433.87 FEET TO A POINT ON THE NORTH LINE SOUTH ONE-HALF NORTH ONE-QUARTER SAID SECTION 14; THENCE N88° 25'34" W ALONG SAID NORTH LINE A DISTANCE OF 960.89 FEET TO THE NORTHWEST CORNER SOUTH ONE-HALF NORTHEAST ONE-QUARTER SAID SECTION 14; THENCE S06° 14'44" W ALONG THE WEST LINE SAID EAST ONE-HALF SAID SECTION 14 A DISTANCE OF 3923.39 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

Exhibit B Vicinity Map Big Dry Creek Property

C.D. NO. 2014 - 1 8 4



GIS DATA DISCLAIMER

The City of Thornton GIS has made every reasonable effort to represent geographic data as accurately as possible, and assumes no liability associated with this map or release of its products. Information contained herein is for informational purposes only and is not intended to be substituted for accurate boundary locations, legal or professional opinions.

7120 Civic Center Drive, Thornton, Colorado 80229 (303) 733-7231

Open Source & Capital Projects
City of Thornton
7020 Civic Center Drive
Thornton, CO 80229
303.733.7831

0 0.0275 0.055 0.11 Miles



EXHIBIT C

Westcor Land Title Insurance Company
OWNER'S POLICY SCHEDULE B-I
EXCEPTIONS FROM COVERAGE

C.D. NO. 2014 - 184.

Policy No. O-2482765

This Policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

PART I

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and/or any other matters that would be disclosed by a correct survey and/or physical inspection of the premises.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
5. Taxes or special assessments which constitute liens or are due or payable including unredeemed tax sales.
6. ANY EXISTING LEASES AND TENANCIES.
7. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY RIGHT OF WAY CONVEYANCE RECORDED JUNE 30, 1947 IN BOOK 339 AT PAGE 197.
8. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WARRANTY DEED RECORDED DECEMBER 27, 1972 IN BOOK 1837 AT PAGE 317.
9. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY GRANT OF EASEMENT RECORDED AUGUST 10, 1979 IN BOOK 2375 AT PAGE 266.
10. OIL AND GAS LEASE BETWEEN IONE E GREEN AND JOSEPH GREEN AND ALAN J BYRON, RECORDED IN BOOK 1920 AT PAGE 52 , AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
11. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY POOLING AGREEMENT RECORDED IN BOOK 2024 AT PAGE 858.
12. OIL AND GAS LEASE BETWEEN IONE GREEN AND MARTIN EXPLORATION MANAGEMENT COMPANY, RECORDED IN BOOK 3326 AT PAGE 706, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
13. OIL AND GAS LEASE BETWEEN IONE E. GREEN AND JOSEPH GREEN AND ALAN J. BYRON, RECORDED IN BOOK 1920 AT PAGE 52, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
14. OIL AND GAS LEASE BETWEEN HERMAN EHLER AND IRENE EHLER AND ALAN J BYRON, RECORDED IN BOOK 1920 AT PAGE 54, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
15. OIL AND GAS LEASE BETWEEN WILMA V. LONG AND GILBERT LONG AND ALAN J BYRON, RECORDED IN BOOK 1920 AT PAGE 56, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.

Valid only if attached to ALTA Owner's Policy and Schedule A of Westcor Land Title Insurance Company

ALTA Owner's Policy Schedule B-I

WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE B-I (continued)

Agent's File No.: 00104525

Policy No. O-2482765

16. OIL AND GAS LEASE BETWEEN META L KEIL AND ALAN J BYRON, RECORDED IN BOOK 1920 AT PAGE 58, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
17. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY PIPELINE RIGHT OF WAY GRANT RECORDED DECEMBER 13, 1990 IN BOOK 3736 AT PAGE 54.
18. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY DRAINAGE AND SANITARY SEWER EASEMENT AGREEMENT RECORDED DECEMBER 3, 1999 AT RECEPTION NO. C0619074.
19. TERMS, CONDITIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN AND BURDENS IMPOSED BY WARRANTY DEEDS RECORDED JUNE 15, 1987 IN BOOK 3330 AT PAGE 515, JUNE 15, 1987 IN BOOK 3330 AT PAGE 513 AND FEBRUARY 29, 1980 IN BOOK 2432 AT PAGE 817.
20. TAXES FOR THE YEAR 2011, A LIEN, BUT NOT YET DUE AND PAYABLE

Continuation Schedule
UGT Form No. 155 (7/31/00)

EXHIBIT D

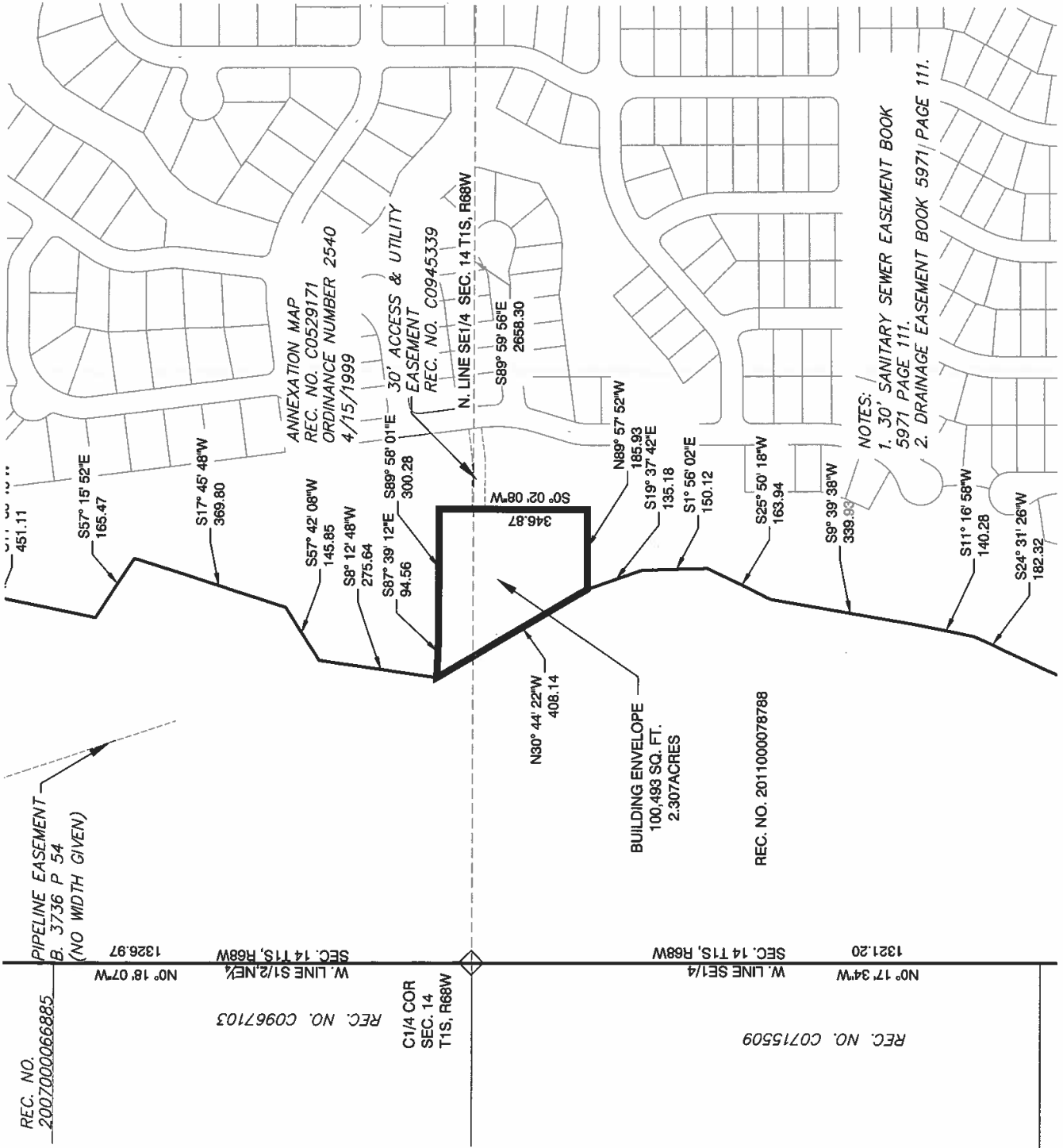


EXHIBIT D

EXHIBIT D

LEGAL DESCRIPTION

A PORTION OF A PARCEL LOCATED IN THE EAST ONE HALF OF SECTION 14 TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID PARCEL IS RECORDED AT RECEPTION NUMBER 2011000078788 AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE SAID PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH ONE HALF OF THE NORTH EAST ONE QUARTER OF SAID SECTION 14 AND THE NORTHWEST CORNER OF SAID PARCEL THENCE COINCIDENT WITH THE NORTH LINE OF SAID PARCEL AND THE NORTH LINE OF SAID SOUTH ONE HALF OF THE NORTH EAST ONE QUARTER THENCE NORTH 89° 53' 13" EAST A DISTANCE OF 900.00 FEET, TO THE EASTERLY LINE OF SAID PARCEL;

THENCE DEPARTING SAID NORTH LINE AND COINCIDENT WITH THE EAST LINE OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 11° 33' 13" WEST A DISTANCE OF 461.54 FEET;
2. SOUTH 57° 15' 52" EAST A DISTANCE OF 165.47 FEET;
3. SOUTH 17° 45' 48" WEST A DISTANCE OF 369.80 FEET;
4. SOUTH 57° 42' 08" WEST A DISTANCE OF 145.85 FEET;
5. SOUTH 8° 12' 48" WEST A DISTANCE OF 275.64 FEET, TO THE POINT OF BEGINNING, FROM WHICH SAID NORTHWEST CORNER OF THE SOUTH ONE HALF OF THE NORTH EAST ONE QUARTER OF SAID SECTION 14 BEARS NORTH 28° 22' 28" WEST A DISTANCE OF 1412.50 FEET;

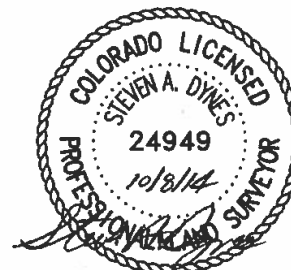
THENCE CONTINUING COINCIDENT WITH SAID EAST LINE THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 87° 39' 12" EAST A DISTANCE OF 94.56 FEET;
2. SOUTH 89° 58' 01" EAST A DISTANCE OF 300.28 FEET;
3. SOUTH 0° 02' 08" WEST A DISTANCE OF 346.87 FEET;
4. NORTH 89° 57' 52" WEST A DISTANCE OF 185.93 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 30° 44' 22" WEST A DISTANCE OF 408.14 FEET, TO SAID EAST LINE AND THE POINT OF BEGINNING.

BASIS OF BEARING FOR THIS DESCRIPTION IS THE NORTH LINE OF THE SOUTH ONE HALF OF THE NORTH EAST ONE QUARTER OF SECTION 14, TOWNSHIP 1, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID BEARING IS ASSUMED TO BE NORTH 89° 53' 13" EAST.

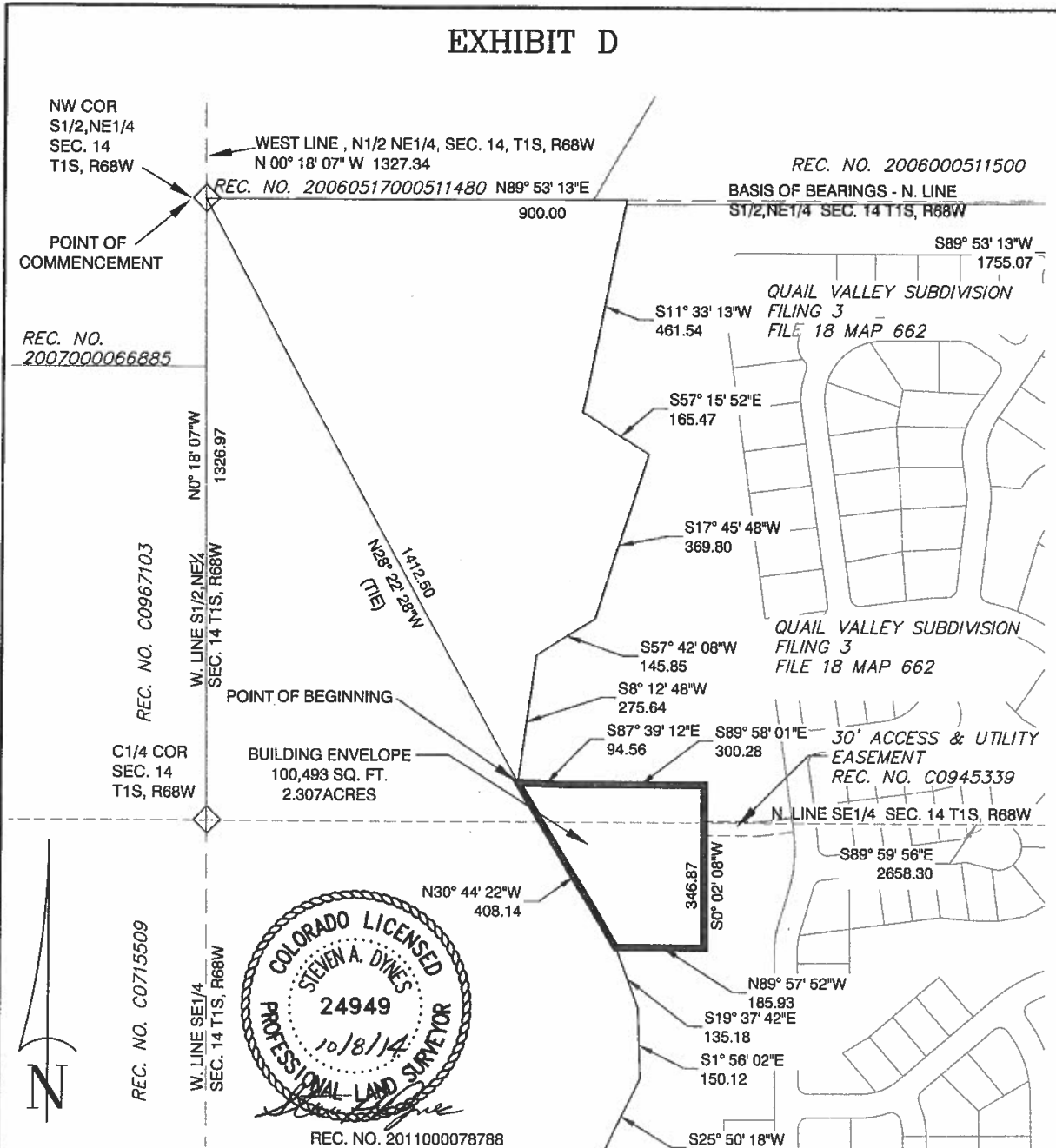
THIS PARCEL CONTAINS 100,493 SQUARE FEET (2.31 ACRES) MORE OR LESS.



PREPARED BY MIKE DONNELLY UNDER THE DIRECT SUPERVISION OF STEVEN A. DYNES, PLS 24949. FOR AND ON BEHALF OF THE CITY OF THORNTON

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.	CITY OF THORNTON 12450 No. Washington Thornton, CO 80241 SURVEY SECTION 720-977-6289		
		JOB #:	DATE: 10-8-14

EXHIBIT D



PREPARED BY MIKE DONNELLY UNDER THE DIRECT SUPERVISION OF STEVEN A. DYNES, PLS 24949. FOR AND ON BEHALF OF THE CITY OF THORNTON

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.

CITY OF THORNTON
 12450 No. Washington
 Thornton, CO 80241
 SURVEY SECTION 720-977-8289

SCALE: 1" = 300'	
0 150 300 600	
JOB #:	DATE: 10-8-14
FILE #:	PAGE 2 OF 2

C.D. No. 2010-026

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 5th day of APRIL 2008, by the City of Thornton, having its address at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantor"), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 450 South 4th Avenue, Brighton, Colorado 80601 ("Grantee" or "Board").

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 25.5365 acres, more or less, in Adams County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. The Property possesses natural, scenic, open space, ecosystem habitat, historical, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides for future trails, connections, trailhead and other passive recreational amenities, educational opportunities and preservation of agricultural, riparian and wildlife habitat areas within the Big Dry Creek Corridor.

C. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purpose of this Easement. *The parties acknowledge and agree that the current land use patterns including existing oil and gas activities on the property and associated historic agricultural and ranching related operations do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.*

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

E. Grantee is a tax-exempt governmental organization, qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.

F. Grantee is also a governmental entity as required under C.R.S. § 38-30.5-101 et seq., which provides for conservation easements to maintain land and water in a natural, scenic, historic or open space condition, for ecosystem habitat, recreation or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of

DEED OF CONSERVATION EASEMENT

RECORDED ELECTRONICALLY
THORNTON CITY CLERK

THIS DEED OF CONSERVATION EASEMENT is made this 5th day of APRIL 2018, by the City of Thornton, having its address at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantor"), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 450 South 4th Avenue, Brighton, Colorado 80601 ("Grantee" or "Board").

RECITALS:

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B. The Property possesses natural, scenic, open space, ecosystem habitat, historical, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides for future trails, connections, trailhead and other passive recreational amenities, educational opportunities and preservation of agricultural, riparian and wildlife habitat areas within the Big Dry Creek Corridor.

C. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purpose of this Easement. The parties acknowledge and agree that the current land use patterns including existing oil and gas activities on the property and associated historic agricultural and ranching related operations do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.

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

E. Grantee is a tax-exempt governmental organization, qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.

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G. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of

Colorado, and in particular C.R.S. §38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its natural, scenic, historic and/or open space condition to preserve and enhance the open space character, ecosystem habitat, agricultural, recreational, educational and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Property's Conservation Values.

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

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

3. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. Passive Recreation Activities. Grantor reserves the right for Grantor and its invitees to engage in passive recreational and educational activities, including but not limited to horseback riding, trail use, cross-country skiing, wildlife watching and other similar low-impact recreational and educational uses.
- b. Passive Recreation Amenities. Grantor reserves the right to construct, maintain, repair, replace or remove amenities related to passive recreational activities including but not limited to signage, shelters, storage, bathrooms, hard or soft surfaced trails, trailhead areas, pedestrian underpasses or bridges, benches,

lighting, fencing and gates. Any such use or work shall be performed in such a way as to minimize the negative impact such use or work would have on the Conservation Values of the Property.

c. Municipal Utility and Drainage. Subject to approval by Grantee, Grantor reserves the right to use the Property for municipal utility and drainage purposes, including but not limited to the construction and installation of natural drainage swales and wetland areas, placement of drainage and/or utility piping, lighting and water features consistent with the purpose of the Easement. Grantor also reserves the right to maintain, repair, replace, relocate and remove such structures. Grantee shall give permission within a reasonable time, unless Grantee determines that the proposed actions will substantially diminish or impair the Conservation Values of the Property, or that the actions are otherwise inconsistent with this easement, and such permissions shall not be unreasonably withheld.

d. Lease Property. Grantor reserves the right to lease the Property for the purposes of associated agricultural, farming and livestock related operations. Lessee shall have the right to park vehicles related to Lessee's business operations on premises.

e. Permitted Structures and Infrastructure. Existing structures and infrastructure on the Property at the time of granting of this Easement shall be permitted uses. Grantor shall have the right to improve, maintain, repair, or remove existing structures and infrastructure on the Property without the permission of the Grantee. Grantor shall obtain approval of Grantee prior to expanding, relocating, or replacing existing structures and infrastructure on the Property. Grantor shall also obtain permission of Grantee prior to constructing new structures and infrastructure on the Property. Grantee shall give permission within a reasonable time, unless Grantee determines that the proposed actions will substantially diminish or impair the Conservation Values of the Property, or that the actions are otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld. Any and all actions taken with regard to the structures and infrastructure must comply with local zoning laws.

f. Parking Lots/Trailheads. Grantor reserves the right to construct and maintain a paved or unpaved, lighted parking lot and trailhead sized consistently with the uses expressly reserved in section 3 of this Easement. The size of such parking lot and trailhead shall not exceed 3% of the total area of the Property.

g. Landscape Management. Grantor may manage the landscape and remove trees and shrubs to remove dead plant material, control insects, disease and invasive non-native species and to prevent personal injury and property damage. Grantor may plant additional trees and other landscape plant materials to contribute to the scenic character of the Property.

h. Annexation and Zoning. Grantor may at any time annex the property into the City and zone the Property as Parks and Open Space (POS).

4. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

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

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement of any kind, temporary or permanent, except those existing on the date of this Easement, and except as expressly reserved in section 3 of this Easement, is prohibited.

c. New Structures and Improvements. Except as reserved in section 3 of this Easement, under no circumstances shall any active recreational building, structure or improvement be built on the Property, including but not limited to athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges.

d. Fences and Corrals. The construction or reconstruction of any fences or corrals shall not be permitted, except to repair or replace existing fences and corrals, to build new fences and corrals for purposes of reasonable and customary management of livestock and wildlife, to build, repair or replace fences for purposes related to future trails located on the property or for separation of ownership and uses.

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

f. Timber Harvesting. No commercial timber harvesting shall be allowed.

g. Mining. At the time of granting this Easement, the Property is subject to a Directional Drilling Agreement dated August 1, 2004, filed of record as Reception number 20041110001139620 on November 10, 2004. The lessee provided an Estoppel Certificate (dated February 5, 2009, filed of record as Reception number 2009000014857 on March 3, 2009) to Grantor certifying that it would not conduct additional surface drilling on the Property; however, lessee retained ingress and egress right to the well site as described in the Directional Drilling Agreement. One (1) well structure and access road currently exist on the Property and are identified on Exhibit B.

With the exception of the above-described documents, Grantor's current or future ownership of mineral rights shall be subject to Sections 1 and 2 below.

(1) *Mining*. The exploration, development, mining or other extraction of minerals, coal, peat, sand, gravel, rock, or soil is prohibited.

(2) *Oil, Gas, and Geotherminal Resources*. The exploration, development, mining or other extraction of geothermal resources and hydrocarbons is prohibited.

h. Paving and Road Construction. Grantee acknowledges that the Property is subject to a Deed of Perpetual Transportation Easement dated June 11, 2002, and filed of record as Reception Number C0985126. The easement permits the widening of 152nd Avenue, the limits of which are generally depicted in Exhibit B.

With the exception of the above-described easement and those instances expressly reserved in section 3 of this Easement, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road be constructed without the prior written approval of the Grantee.

i. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is strictly prohibited.

j. Motorized Vehicles. Motorized vehicles shall be prohibited, except for emergency and maintenance vehicles and vehicles used for those uses expressly reserved in section 3 of this Easement and allowed by City Code. If Grantor wishes to allow motorized vehicle use on future trails, Grantor shall obtain Grantee's permission prior to such use. Grantee shall give permission within a reasonable time, unless Grantee determines that the proposed motorized vehicle use will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement, and such permission shall not be unreasonably withheld.

k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property, except for those uses expressly reserved in section 3 of this Easement.

l. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs, educational and way finding signage, and signs informing the public of the status of ownership. No signs shall significantly diminish or impair the Conservation Values of the Property.

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

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

purpose of this Easement. If Grantee does not respond to a request within thirty (30) days, the request is deemed approved.

7. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property or should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

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

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

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

12. Access. The general public shall not have access to the Property until written notice from the Grantor is provided to the Grantee notifying the Grantee that the Property is open to the general public.

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

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

15. Hold Harmless. To the extent permitted by law, and without waiving the Colorado Governmental Immunity Act, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property unless caused solely by any of the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to fifty percent (50%) of the full fair market value of the Property, as unencumbered by this Easement, on the date this Easement is first recorded. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the easement value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor's appraisal to the contrary.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be an amount equal to the Easement value percentage listed in Paragraph 16 above, multiplied by the full amount of proceeds from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or a portion of the Property.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

19. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

To Grantor: City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229

To Grantee: Adams County
450 South 4th Avenue
Brighton, Colorado 80601

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

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

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

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

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

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

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

i. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

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

l. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

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

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

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

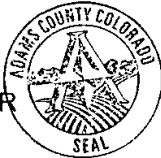
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature] 4.5.10
Chairman Date

ATTEST:

KAREN LONG,
CLERK AND RECORDER

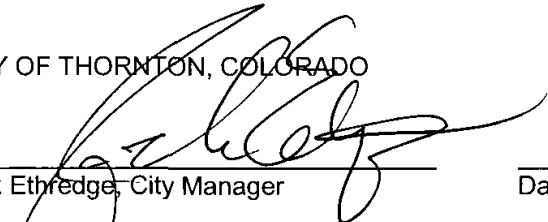
[Signature]
Deputy Clerk



Approved as to form:

[Signature]
Adams County Attorney's Office

CITY OF THORNTON, COLORADO



Jack Ethredge, City Manager

2/9/10
Date

ATTEST:

Approved as to form:



Nancy Vincent, City Clerk



Margaret Emerich, City Attorney

EXHIBIT A

A PORTION OF A PARCEL LOCATED IN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, AS RECORDED IN BOOK 1238 AT PAGE 273 IN SAID COUNTY CLERK AND RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH ONE-HALF, THENCE COINCIDENT WITH THE NORTH LINE OF SAID SOUTH ONE-HALF, N 89° 43' 24" E A DISTANCE OF 1441.94 FEET, TO THE EASTERLY LINE OF A SANITARY SEWER EASEMENT AS RECORDED AS PARCEL 1 AT RECEPTION NUMBER 2008000051551 IN SAID CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE DEPARTING SAID EASTERLY LINE AND COINCIDENT WITH SAID NORTH LINE, N 89° 43' 24" E A DISTANCE OF 30.56 FEET, TO THE SOUTHERLY LINE OF E-470 RIGHT-OF-WAY AS RECORDED AT RECEPTION NUMBER C1040249 IN SAID CLERK AND RECORDER'S OFFICE;

THENCE DEPARTING SAID NORTH LINE AND CONTINUING COINCIDENT WITH SAID SOUTHERLY LINE THE FOLLOWING EIGHT (8) COURSES;

- 1) S 68° 59' 14" E A DISTANCE OF 142.91 FEET;
- 2) S 21° 00' 46" W A DISTANCE OF 50.00 FEET;
- 3) S 68° 59' 14" E A DISTANCE OF 566.46 FEET;
- 4) N 21° 00' 46" E A DISTANCE OF 50.00 FEET;
- 5) S 68° 59' 14" E A DISTANCE OF 158.84 FEET, TO A POINT OF CURVE;
- 6) THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 179.52 FEET, THROUGH A CENTRAL ANGLE OF 10° 27' 30", HAVING A RADIUS OF 983.52 FEET, AND WHOSE CHORD BEARS S 74° 12' 59" E A DISTANCE OF 179.28 FEET;
- 7) S 43° 27' 12" E A DISTANCE OF 55.72 FEET;
- 8) S 03° 44' 39" E A DISTANCE OF 171.96 FEET TO THE NORTHERLY LINE OF A TRANSPORTATION EASEMENT, AS RECORDED AS PARCEL PE-231-3LT AT RECEPTION NUMBER C1091277 IN SAID CLERK AND RECORDER'S OFFICE;

THENCE DEPARTING SAID SOUTHERLY LINE AND COINCIDENT WITH THE NORTHERLY AND WESTERLY LINES OF SAID TRANSPORTATION EASEMENT THE FOLLOWING TEN (10) COURSES;

- 1) N 85° 24' 31" W A DISTANCE OF 165.59 FEET;
- 2) S 04° 23' 45" W A DISTANCE OF 34.89 FEET;
- 3) S 34° 31' 55" E A DISTANCE OF 158.97 FEET;
- 4) S 28° 17' 07" W A DISTANCE OF 105.36 FEET;
- 5) S 42° 05' 43" W A DISTANCE OF 150.28 FEET;
- 6) S 49° 16' 00" W A DISTANCE OF 99.51 FEET;

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.



Prepared by: TES
for and on behalf of the
CITY OF THORNTON
12450 WASHINGTON STREET
Thornton, CO 80241

720-977-6200

FILE #: open space legal.dwg

DATE: 2009/10/06

PAGE 1 OF 3

LEGAL DESCRIPTION CONTINUED

- 7) S 68° 06' 25" W A DISTANCE OF 122.71 FEET;
- 8) S 75° 01' 18" W A DISTANCE OF 121.13 FEET;
- 9) S 85° 32' 17" W A DISTANCE OF 125.70 FEET;
- 10) N 86° 06' 08" W A DISTANCE OF 396.02 FEET TO THE SOUTHERLY LINE OF SAID PARCEL;

THENCE DEPARTING SAID NORTHERLY AND WESTERLY LINES AND COINCIDENT WITH SAID SOUTHERLY LINE N 00° 56' 20" E A DISTANCE OF 144.58 FEET;

THENCE N 87° 40' 56" W A DISTANCE OF 340.80 FEET;

THENCE S 03° 47' 34" W A DISTANCE OF 128.73 FEET, TO THE NORTHERLY LINE OF TRANSPORTATION EASEMENT PE-231-4LT;

THENCE DEPARTING SAID SOUTHERLY LINE AND COINCIDENT WITH SAID NORTHERLY LINE, N 87° 20' 03" W A DISTANCE OF 251.41 FEET;

THENCE N 33° 06' 11" W A DISTANCE OF 75.06 FEET, TO THE EASTERLY LINE OF A SANITARY SEWER EASEMENT AS RECORDED IN BOOK 3889 AT PAGE 83 IN SAID CLERK AND RECORDER'S OFFICE;

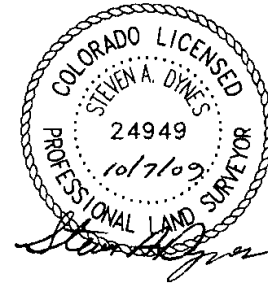
THENCE DEPARTING SAID NORTHERLY LINE AND COINCIDENT WITH SAID EASTERLY LINE, N 31° 18' 54" E A DISTANCE OF 114.54 FEET, TO A POINT ON THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT AS RECORDED AS PARCEL 1 AT RECEPTION NUMBER 2008000051551;

THENCE COINCIDENT WITH SAID EASTERLY LINE, THE FOLLOWING FOUR (4) COURSES;

- 1) S 58° 41' 08" E A DISTANCE OF 20.00 FEET;
- 2) N 31° 18' 54" E A DISTANCE OF 445.61 FEET;
- 3) N 30° 29' 42" E A DISTANCE OF 445.45 FEET;
- 4) N 44° 46' 40" E A DISTANCE OF 136.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,112,374 SQUARE FEET (25.5365 ACRES) MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS PARCEL IS THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11 AND IS ASSUMED TO BEAR N 89° 43' 24" E.



STEVEN A. DYNES, PLS 24949
 FOR AND ON BEHALF OF
 THE CITY OF THORNTON

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.



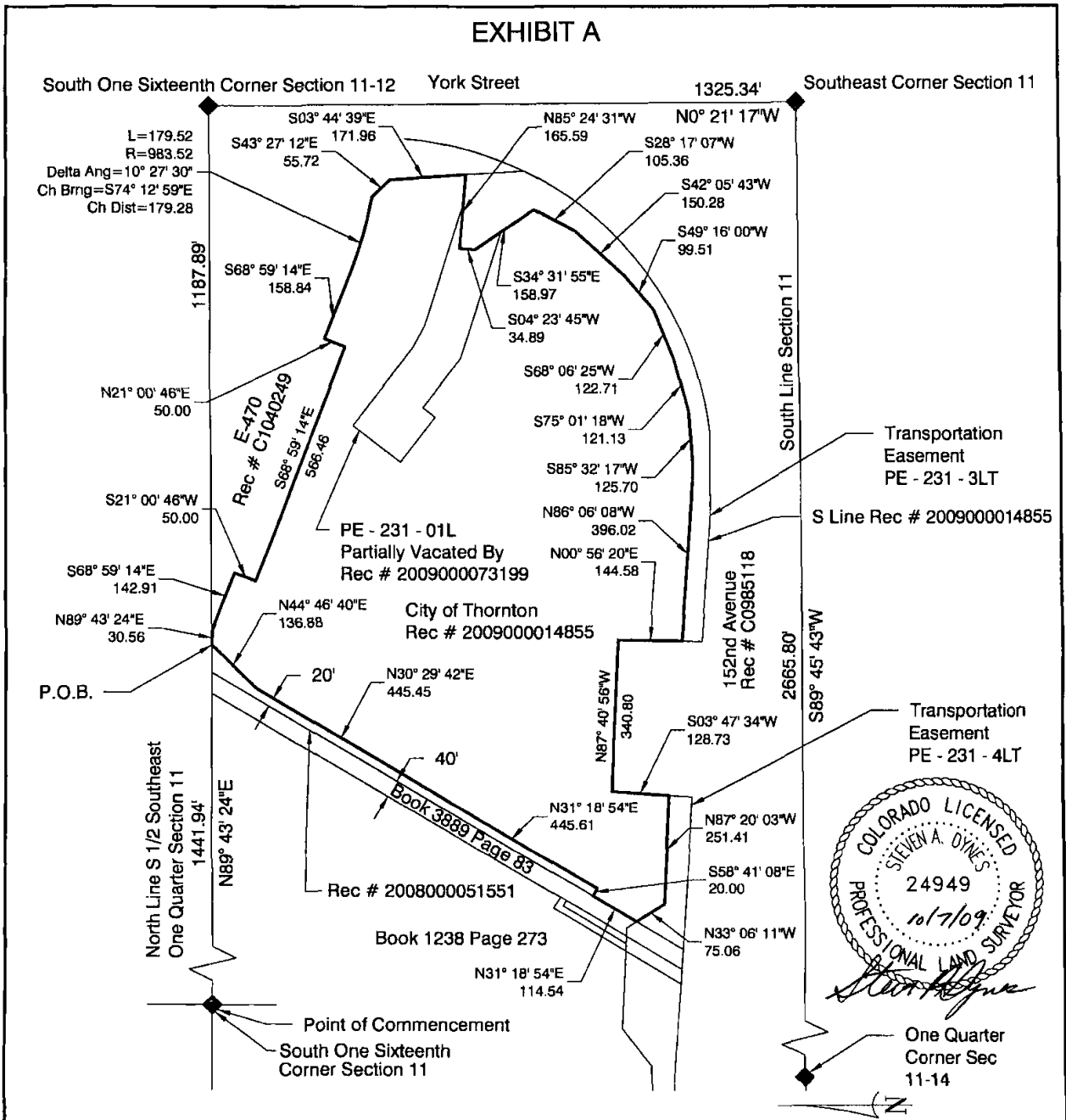
Prepared by: TES
 for and on behalf of the
 CITY OF THORNTON
 12450 WASHINGTON STREET
 Thornton, CO 80241

720-977-6200

FILE #: open space legal.dwg

DATE: 2009/10/06

PAGE 2 OF 3



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.

Prepared by: **TES**
 for and on behalf of the
CITY OF THORNTON
 12450 WASHINGTON STREET
 Thornton, CO 80241
 720-977-6200

1" = 300'

0 150 300 600

FILE #: open space legal.dwg

DATE: 2009/10/06 PAGE 3 OF 3

Exhibit B



Exhibit B - Ehler Property General Location Map
Big Dry Creek Corridor - North of 152nd Ave.

CITY OF THORNTON, COLORADO
 9500 CIVIC CENTER DRIVE
 THORNTON, COLORADO 80229-4326
 (303) 538-7295
 Sept. 2, 2008



1 inch = 83,333 feet

PROPRIETARY INFORMATION - NOT FOR RESALE
 This Data Produced by the City of Thornton GIS Project. This map is presentational only, and does not determine exact locations or boundaries of any districts or properties. It is not intended to be relied upon for any legal descriptions or other land use documents.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 5th day of August 2013, by the City of Thornton, having its address at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantor"), in favor of the Adams County Board of County Commissioners, a political subdivision of the State of Colorado, having its address at 4430 South Adams County Parkway, Brighton, Colorado 80601 ("Grantee").

RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property consisting of approximately 44.08 acres, more or less, in Adams County, Colorado, more particularly described in Exhibit A, dated March 31, 2011 and filed of record in the office of the Adams County Clerk and Recorder at Reception #2011000020849 and 2011000020850 attached hereto which are incorporated herein by this reference (the "Property"). Permitted exceptions to which the Property is subject are described in Exhibit B, the final Title Policy issued on April 10, 2011.
- B. The acquisition of the Property was partially funded by an Adams County Open Space grant funded by the Adams County Open Space Sales Tax which was passed by the Adams County voters in 1999, and reauthorized in November 2004, to be extended until December 31, 2026. The adopted Adams County Open Space Policies and Procedures require projects receiving passive funds for land acquisition to preserve the Property in perpetuity with a conservation easement. The parties acknowledge Grantor's intent to utilize the property as open space with associated passive recreation uses.
- C. The Property possesses natural, scenic, open space, ecosystem habitat, educational, and/or recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of Adams County and the people of the State of Colorado. In particular, the Property provides the following conservation values:
 - 1) Natural: The Property is located adjacent to Big Dry Creek and provides a floodplain and associated vegetation;
 - 2) Scenic: The Property provides a natural and visual buffer adjacent to E-470 and York Street with views of the mountains and creek corridor;
 - 3) Open Space: The Property is being preserved for the riparian habitat, wildlife habitat and scenic buffer in the Big Dry Creek Corridor to be preserved for future trail connections for the enjoyment of the public.
 - 4) Ecosystem habitat: The Property serves as wildlife habitat and travel corridor for small mammals as well as birds, raptors, and other species associated with irrigation ditches;
 - 5) Educational: The Property provides an opportunity to educate the public about creek corridors, and riparian and wildlife habitat in urban areas;

- 6) Recreational: The Property provides areas for future trails, trail connections, a trailhead, and other passive recreational amenities.

- D. Grantor intends that the Conservation Values of the Property be preserved and protected, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purpose of this Easement. The parties acknowledge and agree that the current land use patterns, including the oil and gas wells, do not significantly impair or interfere with the Property's Conservation Values and are consistent with purposes of the Easement.

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

- F. Grantee is a tax-exempt governmental organization, qualified under Sections 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. Grantee has an Open Space Program whose purpose is to preserve natural areas for preservation of wildlife habitats, preserve wildlife corridors to support movement and migration of wildlife, preserve and enhance existing wetlands, preserve areas with significant view corridors and buffers, and provide passive recreation opportunities.

- G. Grantee is also a governmental entity as required under C.R.S. § 38-30.5-104 et seq., which provides for conservation easements to maintain land and water in a natural, scenic, historic or open space condition, for ecosystem habitat, recreation or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

- H. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this and future generations.

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

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property in perpetuity. To achieve this purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property which do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere

with protecting the Property's Conservation Values. It is the intent of the Grantor to preserve the Property in its natural, scenic and/or open space condition to preserve and enhance the open space character, ecosystem habitat, recreational, educational and scenic qualities of the Property. Notwithstanding the foregoing, nothing in this Easement is intended to compel a specific use of the Property other than the preservation and protection of the Property's Conservation Values.

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

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property;
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and
- d. To require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

3. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that do not substantially diminish or impair the Property's Conservation Values. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- a. Passive Recreation Activities. Grantor reserves the right for Grantor and its invitees to engage in passive recreational and educational activities, including but not limited to horseback riding, trail use, cross-country skiing, bicycle riding, wildlife watching and other similar low-impact recreational and educational uses.
- b. Passive Recreation Amenities. Grantor reserves the right to construct, improve, maintain, repair, replace or remove certain amenities related to passive recreational activities including signage, benches, fencing, and gates without prior Grantee approval. Subject to prior written approval of Grantee, Grantor reserves the right to construct, replace, or remove the following amenities related to passive recreational activities including but not limited to shelters, hard and soft surfaced trails, restrooms, storage, pedestrian underpasses or bridges, and lighting. Without limiting the foregoing, Grantor reserves the right to maintain and repair amenities related to passive recreational activities including but not limited to shelters, hard and soft surfaced trails, restrooms, storage, pedestrian underpasses or bridges, and lighting without prior Grantee approval. Any such use or work shall be performed in such a way as to minimize the

negative impact such use or work would have on the Conservation Values of the Property.

- c. Utility and Drainage. Subject to prior written approval of Grantee, Grantor reserves the right to use the Property for utility and drainage purposes, including but not limited to the construction, installation, and relocation of natural drainage swales and wetland areas, placement of drainage and/or utility piping, utility service connections, and water features consistent with the purpose of the Easement. Grantor also reserves the right to maintain, repair, replace, and remove such structures.
 - d. Infrastructure. Grantor shall have the right to improve, maintain, repair, or remove existing infrastructure including but not limited to sanitary sewer, storm sewers, water lines and associated appurtenances of these utilities on the Property without the permission of the Grantee. Grantor shall obtain written approval of Grantee prior to expanding, relocating, or replacing existing infrastructure on the Property. Grantor shall also obtain written permission of Grantee prior to constructing new infrastructure on the Property. Any and all actions taken with regard to the infrastructure must comply with local zoning laws.
 - e. Parking Lots/Trailheads. Subject to written approval of Grantee, Grantor reserves the right to construct and maintain a paved or unpaved, lighted parking lot and trailhead sized consistently with the uses expressly reserved in this Section 3 of this Easement.
 - f. Landscape Management. Grantor may manage the landscaping and remove trees and shrubs to remove unhealthy and dead plant material, control insects, disease and invasive non-native species and to prevent personal injury and property damage. Grantor may plant additional trees and other landscape plant materials to contribute to the scenic character of the Property.
 - g. Annexation and Zoning. Grantor may at any time annex and zone the Property as Parks and Open Space (POS).
4. Prohibited and Restricted Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:
- a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved by Grantor herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.
 - b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement of any kind, temporary or

permanent, except those existing on the date of this Easement, and except as expressly reserved in Section 3 of this Easement, is prohibited.

- c. New Structures and Improvements. Except as reserved in Section 3 of this Easement, under no circumstances shall any active recreational building, structure or improvement be built on the Property, including but not limited to athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges.
- d. Fences. The construction or reconstruction of any fences shall not be permitted, except to repair or replace existing fences, to build new fences for purposes of open space identification and the reasonable and customary management of wildlife, to build, repair or replace fences for purposes related to future trails located on the Property or for separation of ownership and uses.
- e. Subdivision. Any division or subdivision of title to the Property by legal process is prohibited.
- f. Timber Harvesting. No commercial timber harvesting shall be allowed.
- g. Mining.

(1) The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance of any kind or description, using any surface mining method is prohibited. Mining utilizing methods other than surface mining may be permitted if the method of extraction has a limited, localized impact on the Property that is not irretrievably destructive of the Conservation Values. No extraction permitted pursuant to this paragraph shall occur without prior written notice to and approval of Grantee, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof. Any lease, surface use agreement, or other conveyance by Grantor to a third party of mineral rights subsequent to the date of recording of this Easement shall be subject to the restrictions of this Easement and shall so state, shall contain terms consistent with the provisions of this Easement, and a copy of the same shall be provided to Grantee prior to its execution by Grantor for Grantee's review and approval.

(2) Grantor agrees that by granting this Easement to Grantee, it has granted to Grantee a portion of its rights as owner of the surface of the Property on which the exploration, development, operations and reclamation of any minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane) may be conducted ("Surface Owner"). Within ten (10) days after receipt, Grantor shall provide written notice to Grantee of any contract, whether verbal or written, from an owner, lessee or operator of Minerals on the Property. Grantor intends that Grantee, in addition to its interest as a holder of this Easement, shall have the rights of a Surface Owner to receive notices of proposed mineral activities and to take appropriate action to protect the Purpose of this Easement. Accordingly, Grantor agrees: (i) to provide

Grantee with any notices Grantor receives related to the exploration, development, operations and reclamation of any minerals; and (ii) that Grantee must approve in advance in writing any lease or agreement pertaining to use of the surface or subsurface of the Property for the exploration, development, operations and reclamation of any minerals, including any agreement permitted or required of a Surface Owner under C.R.S. §34-60-101 et seq., as amended from time to time, and rules and regulations promulgated thereunder ("Surface Use Agreement"), between Grantor and owners or lessees of minerals (including but not limited to oil and gas, helium, carbon dioxide and coalbed methane), which approval Grantee may withhold in its reasonable discretion if it determines that the proposed surface use would substantially diminish or impair the Conservation Values, is inconsistent with the preservation of the Conservation Values, is inconsistent with the terms of this Easement, or is not permitted under the terms of the mineral reservation or severance or the mineral lease.

(3) Grantee acknowledges that the Property is subject to reservations in the Special Warranty Deed more particularly described as Exhibit C and dated December 20, 2010, and filed of record as Reception #2010000088149 that excepts and reserves unto seller all oil, gas, hydrocarbons and other related substances underlying the Property. Grantee also acknowledges that the Property is subject to other easements and licenses as described in the Permitted Exceptions described in Exhibit B attached hereto.

- h. Paving and Road Construction. With the exception of those instances expressly reserved in Section 3 of this Easement, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road, trailhead, or parking lot be constructed without the prior written approval of the Grantee.
- i. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals, is strictly prohibited.
- j. Motorized Vehicles. Motorized vehicles shall be prohibited, except for emergency and maintenance vehicles and vehicles used for those uses expressly reserved in Section 3 of this Easement and allowed by City Code.
- k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property, except for those uses expressly reserved in Section 3 of this Easement.
- l. Signs or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for appropriate and customary "no trespassing" signs, educational and way finding signage, and signs informing the public of the status of ownership. No signs shall significantly diminish or impair the Conservation Values of the Property.

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantors shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question except as otherwise provided here. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

6. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. If Grantee does not respond to a request within thirty (30) days, the request is deemed approved.

7. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property or should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court of jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may petition the court to obtain an injunction to stop it, temporarily or permanently. The Grantee may also petition the court to issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

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

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119.

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, Grantor shall be responsible for preventing activities by third parties on or affecting the Property that may violate the terms of this Easement.

12. Access. The public shall generally have access to the Property, at such times and in such manner as Grantor may reasonably prescribe by regulation, so that the Conservation Values of the Property are not impaired.

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

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

15. Hold Harmless. To the extent allowed by law, and without waiving the Colorado Governmental Immunity Act, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 7 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property unless caused solely by any of the Indemnified Parties. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee,

nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

16. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. The parties stipulate that this Easement has a fair market value equal to sixty percent (60%) of the full fair market value of the Property, as unencumbered by this Easement, on the date this Easement is first recorded. Full fair market value of the property shall be determined with a qualified appraisal commissioned by the Grantor. A qualified appraisal is one that is prepared by an independent appraiser in accordance with the IRS definitions of a qualified appraisal, specific about the easement value of the property, and effective within one year of the full fair market valuation of the property. For the purposes of this Easement, the ratio of the value of the Easement to the value of the Property as unencumbered by this Easement shall remain constant, notwithstanding anything in the Grantor's appraisal to the contrary.

17. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be an amount equal to the Easement value percentage listed in Paragraph 16 above, multiplied by the full amount of proceeds from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or a portion of the Property.

18. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees to assume the responsibility imposed on Grantee by this Easement. Grantee agrees to give written notice to Grantor of the transfer of this Easement at least forty-five (45) days prior to the date of such transfer.

19. Subsequent Transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

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

To Grantor: City of Thornton
9500 Civic Center Drive
Thornton, Colorado 80229

To Grantee: Adams County
4430 South Adams County Parkway
Brighton, Colorado 80601

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

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

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

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

24. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado, and venue for any dispute shall be in Adams County, Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

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

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

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

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

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

i. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

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

l. Amendment. If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws. Any amendment must be consistent with the conservation purposes of this Easement and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

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

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

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature] 8-5-13
Chair Date

ATTEST:

KAREN LONG,
CLERK AND RECORDER

[Signature]
Deputy Clerk



Approved as to form:

[Signature]
Adams County Attorney's Office

CITY OF THORNTON, COLORADO

[Signature] 7/11/13
City Manager Date

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

Exhibit A

LEGAL DESCRIPTION

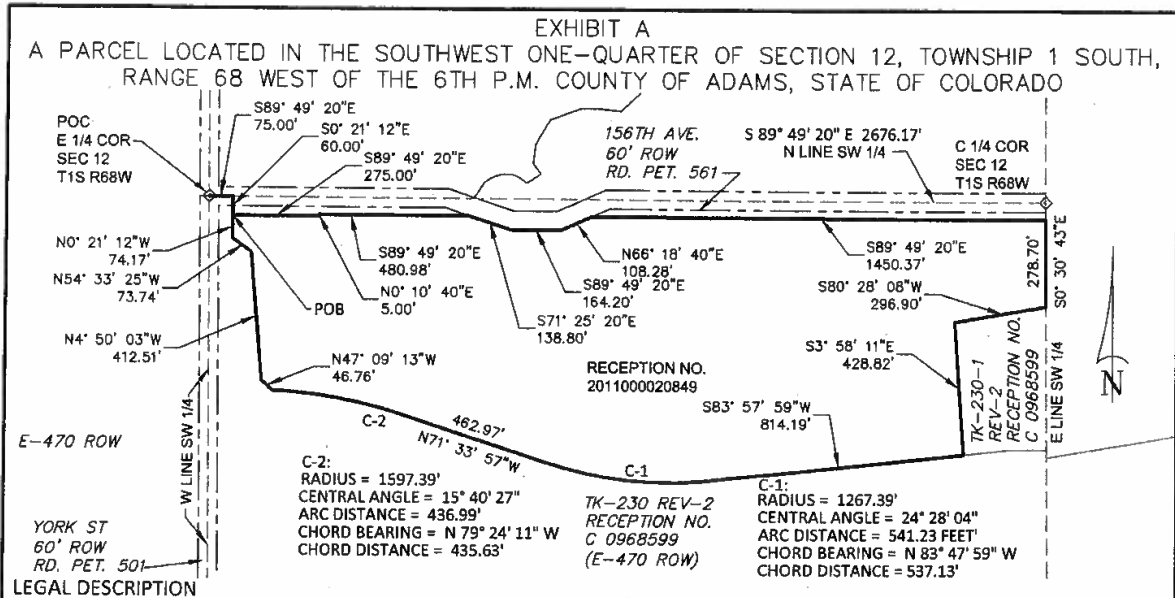
THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT ANY PART THEREOF LYING WITHIN YORK STREET ON THE WEST AND EAST 156TH AVENUE ON THE NORTH, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THAT PARCEL OF LAND TRANSFERRED TO THE CITY OF THORNTON BY AGREEMENT FOR TRANSFER OF PROPERTY RIGHTS RECORDED NOVEMBER 15, 2001 UNDER RECEPTION NO. C0887514

AND EXCEPT THAT PARCEL OF LAND DEEDED TO ADAMS COUNTY SCHOOL DISTRICT NO. 12 BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. C0888813

AND EXCEPT THOSE PARCELS OF LAND TAKEN BY E-470 PUBLIC HIGHWAY AUTHORITY BY ADAMS COUNTY DISTRICT COURT RULE AND ORDER CASE NUMBER 01-CV-0845 RECORDED MAY 13, 2002 UNDER RECEPTION NO. C0968599

AND EXCEPT RIGHTS-OF-WAY FOR EXISTING ROADS, DITCHES, FLUMES, PIPES AND POWER LINES, IF ANY.



A PORTION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID PARCEL IS RECORDED AT RECEPTION NUMBER 2011000020849 AT THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE. SAID PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER THENCE COINCIDENT WITH THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER SOUTH 89° 49' 20" EAST A DISTANCE OF 75.00 FEET;

THENCE PARALLEL TO AND 75.00 FEET EAST AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER SOUTH 00° 21' 12" EAST A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

THENCE PARALLEL TO AND 60.00 FEET SOUTH AS MEASURED PERPENDICULAR TO SAID NORTH LINE SOUTH 89° 49' 20" EAST A DISTANCE OF 275.00 FEET;

THENCE NORTH 00° 10' 40" EAST A DISTANCE OF 5.00 FEET;

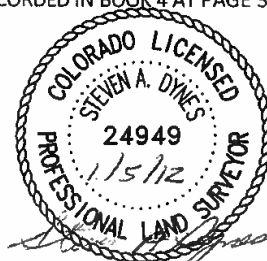
THENCE PARALLEL TO AND 55.00 FEET SOUTH AS MEASURED PERPENDICULAR TO SAID NORTH LINE SOUTH 89° 49' 20" EAST A DISTANCE OF 480.98 FEET, TO THE SOUTHERLY LINE OF ROAD PETITION NO. 561 AS RECORDED IN BOOK 4 AT PAGE 382 OF THE ADAMS COUNTY COMMISSIONERS MINUTES;

THENCE COINCIDENT WITH SAID SOUTHERLY LINE THE FOLLOWING THREE (3) COURSES:

1. SOUTH 71° 25' 20" EAST A DISTANCE OF 138.80 FEET
2. SOUTH 89° 49' 20" EAST A DISTANCE OF 164.20 FEET
3. NORTH 66° 18' 40" EAST A DISTANCE OF 108.28 FEET

(CONTINUED ON SHEET 2)

PREPARED BY MIKE DONNELLY UNDER THE DIRECT SUPERVISION OF STEVEN A. DYNES, PLS 24949. FOR AND ON BEHALF OF THE CITY OF THORNTON



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.	CITY OF THORNTON 12450 No. Washington Thornton, CO 80241 SURVEY SECTION 720-977-6269	SCALE: 1" = 500'	
		0 250 500 1000	
		JOB #:	DATE: JAN 05, 2012
		FILE #:	PAGE 1 OF 2

EXHIBIT A
A PARCEL LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH,
RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1)

THENCE PARALLEL TO AND 55.00 FEET SOUTH AS MEASURED PERPENDICULAR TO SAID NORTH LINE SOUTH 89° 49' 20" EAST A DISTANCE OF 1450.37 FEET, TO THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER AND THE EAST LINE OF SAID PARCEL;

THENCE COINCIDENT WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER AND THE EAST LINE OF SAID PARCEL SOUTH 00° 30' 43" EAST A DISTANCE OF 278.70 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF PARCEL TK-230-1 REV-2 RECORDED AT RECEPTION NUMBER C0968599 AT SAID CLERK AND RECORDER'S OFFICE;

THENCE COINCIDENT WITH SAID NORTHERLY AND SOUTHERLY LINE SOUTH 80° 28' 08" WEST A DISTANCE OF 296.90 FEET, TO THE WESTERLY LINE OF SAID PARCEL TK-230-1 REV-2;

THENCE COINCIDENT WITH SAID SOUTHERLY LINE AND SAID WESTERLY LINE SOUTH 3° 58' 11" EAST A DISTANCE OF 428.82 FEET, TO THE NORTHERLY LINE OF PARCEL TK-230 REV-2 RECORDED IN SAID RECEPTION NUMBER C0968599;

THENCE COINCIDENT WITH SAID NORTHERLY AND SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 83° 57' 59" WEST A DISTANCE OF 814.19 FEET, TO A TANGENT CURVE TO THE RIGHT;
2. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1267.39 FEET, THROUGH A CENTRAL ANGLE OF 24° 28' 04", AN ARC DISTANCE OF 541.23 FEET, WHOSE CHORD BEARS NORTH 83° 47' 59" WEST A CHORD DISTANCE OF 537.13 FEET;
3. NORTH 71° 33' 57" WEST A DISTANCE OF 462.97 FEET TO A TANGENT CURVE TO THE LEFT;
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1597.39 FEET, THROUGH A CENTRAL ANGLE OF 15° 40' 27", AN ARC DISTANCE OF 436.99 FEET, WHOSE CHORD BEARS NORTH 79° 24' 11" WEST A CHORD DISTANCE OF 435.63 FEET;
5. NORTH 47° 09' 13" WEST A DISTANCE OF 46.76 FEET;
6. NORTH 4° 50' 03" WEST A DISTANCE OF 412.51 FEET;
7. NORTH 54° 33' 25" WEST A DISTANCE OF 73.74 FEET, TO A POINT 75.00 FEET EAST OF AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER;

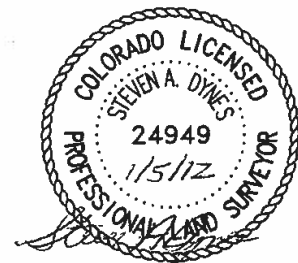
THENCE PARALLEL TO AND 75.00 EAST OF SAID WEST LINE NORTH 0° 21' 12" WEST A DISTANCE OF 74.17 FEET, TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 1,758,015 SQUARE FEET, (40.4 ACRES) MORE OR LESS

BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID BEARING IS ASSUMED TO BEAR SOUTH 89° 49' 20" EAST A DISTANCE OF 2676.17 FEET. THE NORTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER IS A 3-1/4" BRASS CAP STAMPED PLS 28664 IN A RANGE BOX.

THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER IS A 3-1/4" BRASS CAP

PREPARED BY MIKE DONNELLY UNDER THE DIRECT SUPERVISION OF STEVEN A. DYNES, PLS 24949. FOR AND ON BEHALF OF THE CITY OF THORNTON



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY BY THE CITY OF THORNTON SURVEY SECTION. IT IS INTENDED ONLY TO DEPICT THIS DESCRIPTION.



CITY OF THORNTON
12450 No. Washington
Thornton, CO 80241
SURVEY SECTION 720-977-6269

JOB #:	DATE: JAN 05, 2012
FILE #:	PAGE 2 OF 2



QUITCLAIM DEED

THIS DEED, dated March 31, 2011, between Cornerstone Christian Academy, a Colorado Non-profit corporation ("Grantor"), and the City of Thornton, a municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

CONVENIENCE DEED ONLY
NO STATE DOC FEE REQUIRED

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM, unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

All water and mineral rights the Grantor owns associated with the Property described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth herein.

GRANTOR

Cornerstone Christian Academy
A COLORADO NON-PROFIT CORPORATION

BY BLAINE PETERSON, PRESIDENT MEMBER

STATE OF COLORADO)
COUNTY OF Denver) :ss

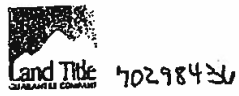
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/05/2014

The foregoing instrument was acknowledged before me this 31st day of March, 2011, by Blaine Peterson as board member for Cornerstone Christian Academy, a Colorado non-profit corporation

Notary Public

My Commission expires: 6/5/14



E-RECORDED

THIS DOCUMENT WAS RECORDED _____

CONVENIENCE DEED ONLY
NO STATE DOC FEE REQUIRED

QUITCLAIM DEED

THIS DEED, dated March 31, 2011, between Cornerstone Christian Academy, a Colorado Non-profit corporation ("Grantor"), and the City of Thornton, a municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee").

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

All water and mineral rights the Grantor owns associated with the Property described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth herein.

GRANTOR

[Signature]

Cornerstone Christian Academy
A COLORADO NON-PROFIT CORPORATION
BY *[Signature]* PRESIDENT

STATE OF COLORADO)
) :SS
COUNTY OF Denver)

NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/05/2014

The foregoing instrument was acknowledged before me this 31st day of March, 2011, by Rick Carlson, as board member for Cornerstone Christian Academy, a Colorado non-profit corporation

Notary Public *[Signature]*

My Commission expires: 6/5/14



70298436

Exhibit A

LEGAL DESCRIPTION

THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT ANY PART THEREOF LYING WITHIN YORK STREET ON THE WEST AND EAST 156TH AVENUE ON THE NORTH, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THAT PARCEL OF LAND TRANSFERRED TO THE CITY OF THORNTON BY AGREEMENT FOR TRANSFER OF PROPERTY RIGHTS RECORDED NOVEMBER 15, 2001 UNDER RECEPTION NO. C0887514

AND EXCEPT THAT PARCEL OF LAND DEEDED TO ADAMS COUNTY SCHOOL DISTRICT NO. 12 BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. C0888813

AND EXCEPT THOSE PARCELS OF LAND TAKEN BY E-470 PUBLIC HIGHWAY AUTHORITY BY ADAMS COUNTY DISTRICT COURT RULE AND ORDER CASE NUMBER 01-CV-0845 RECORDED MAY 13, 2002 UNDER RECEPTION NO. C0968599

AND EXCEPT RIGHTS-OF-WAY FOR EXISTING ROADS, DITCHES, FLUMES, PIPES AND POWER LINES, IF ANY.

Exhibit B

Land Title Guarantee Company

Date: April 10, 2011

CITY OF THORNTON, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER AND
9500 CIVIC CENTER DRIVE
THORNTON, CO 80229
ATTN: SCOTT WOMBLY

Enclosed please find the title insurance policy for your property
located at 156TH AVENUE AND YORK STREET BRIGHTON CO 80602.

The following endorsements are included in this policy:

Deletion of Standard Exception(s)

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your final title policy, you may contact _____.

Phone: Fax:

Please refer to our Order No. ABC70298436.

Should you decide to sell the property described in this policy, or if you are required to purchase a new title commitment for mortgage purposes, you may be entitled to a credit toward future title insurance premiums. Land Title Guarantee Company will retain a copy of this policy so we will be able to provide future products and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

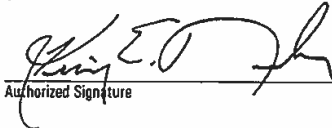
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

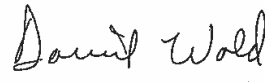

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E 1ST AVE #600
DENVER, CO 80206
303-850-4175


Authorized Signature

Old Republic National Title Insurance Company
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111





EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612)371-1111.

Form AO/ORT

Our Order No. ABC70298436

Schedule A

Amount \$450,000.00

Property Address: 156TH AVENUE AND YORK STREET BRIGHTON CO 80602

1. Policy Date: March 31, 2011 at 5:00 P.M.

2. Name of Insured:

CITY OF THORNTON, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A Fee Simple

4. Title to the estate or interest covered by this policy at the date hereof is vested in:

CITY OF THORNTON, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO

5. The land referred to in this policy is described as follows:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

This Policy valid only if Schedule B is attached.

Land Title Guarantee Company
Representing Old Republic National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT ANY PART THEREOF LYING WITHIN YORK STREET ON THE WEST AND EAST 156TH AVENUE ON THE NORTH, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THAT PARCEL OF LAND TRANSFERRED TO THE CITY OF THORNTON BY AGREEMENT FOR TRNASFER OF PROPERTY RIGHTS RECORDED NOVEMBER 15, 2001 UNDER RECEPTION NO. C0887514

EXCEPT THAT PARCEL OF LAND DEEDED TO ADAMS COUNTY SCHOOL DISTRICT NO. 12 BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. C0888813

AND EXCEPT THOSE PARCELS OF LAND TAKEN BY E-470 PUBLIC HIGHWAY AUTHORITY BY ADAMS COUNTY DISTRICT COURT RULE AND ORDER CASE NUMBER 01-CV-0845 RECORDED MAY 13, 2002 UNDER RECEPTION NO. C0968599.

Our Order No. ABC70298436

Schedule B

This policy does not insure against loss or damage by reason of the following:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land of that may asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. TAXES AND ASSESSMENTS FOR THE YEAR 2011 AND SUBSEQUENT YEARS.
7. EXISTING LEASES AND TENANCIES, IF ANY.
8. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1898 IN BOOK A24 AT PAGE 578.
9. OIL AND GAS LEASE BETWEEN GEORGE O. CORLEY AND ELIZABETH D. CORLEY AND DAN H. SEBASTIAN RECORDED APRIL 7, 1970 IN BOOK 1627 AT PAGE 410.
10. OIL AND GAS LEASE BETWEEN NORTH YORK ASSOCIATES, A PARTNERSHIP AND BYRON OIL INDUSTRIES, INC., RECORDED MARCH 19, 1975 IN BOOK 1982 AT PAGE 901 AND ANY ASSIGNMENTS, EXTENSIONS OR AMENDMENTS THERETO. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
11. PIPELINE EASEMENT AS GRANTED TO NORTHERN GAS PRODUCTS COMPANY IN INSTRUMENT RECORDED OCTOBER 22, 1975 IN BOOK 2024 AT PAGE 691.

NOTE: THE ABOVE RIGHT OF WAY WAS ASSIGNED TO PARKER GAS GATHERING COMPANY, INC., AN OKLAHOMA CORPORATION IN INSTRUMENT RECORDED APRIL 8, 1988 IN BOOK 3433 AT PAGE 750 AND TO PLATTE GAS LINE COMPANY, A JOINT VENTURE IN

Form AO/ORT

Our Order No. ABC70298436

Schedule B

INSTRUMENT RECORDED FEBRUARY 21, 1990 IN BOOK 3649 AT PAGE 393.

12. PIPELINE EASEMENT AS GRANTED TO NORTHERN GAS PRODUCTS COMPANY, A DELAWARE CORPORATION IN INSTRUMENT RECORDED JANUARY 21, 1976 IN BOOK 2042 AT PAGE 474.

NOTE: THE ABOVE RIGHT OF WAY WAS ASSIGNED TO PARKER GAS GATHERING COMPANY, INC., AN OKLAHOMA CORPORATION IN INSTRUMENT RECORDED APRIL 8, 1988 IN BOOK 3433 AT PAGE 750 AND TO PLATTE GAS LINE COMPANY, A JOINT VENTURE IN INSTRUMENT RECORDED FEBRUARY 21, 1990 IN BOOK 3649 AT PAGE 393.

13. PIPELINE RIGHT OF WAY AS GRANTED TO ASSOCIATED NATURAL GAS, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED DECEMBER 13, 1990 IN BOOK 3736 AT PAGE 42.
14. RIGHT OF WAY EASEMENT AS GRANTED TO CITY OF THORNTON IN INSTRUMENT RECORDED DECEMBER 22, 2004, UNDER RECEPTION NO. 20041222001303490.
15. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT; WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT; AND AGREEMENT TO ASSIST RECORDED SEPTEMBER 27, 2007 AT RECEPTION NO. 2007000091699.
16. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 20, 2010, UNDER RECEPTION NO. 2010000088149, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

ITEM NOS. 1 THROUGH 3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS RESULTING FROM WORK OR MATERIAL CONTRACTED FOR OR FURNISHED AT THE REQUEST OF CORNERSTONE CHRISTIAN ACADEMY, A COLORADO NON-PROFIT CORPORATION. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF CITY OF THORNTON, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF COLORADO.

Exhibit C

SPECIAL WARRANTY DEED

North York Associates LLP, a Colorado limited liability partnership ("Grantor"), whose address is 1528 Wazee Street, Denver, Colorado 80202, for \$10.00 in hand paid, hereby grants, sells, and conveys to Cornerstone Christian Academy, a Colorado nonprofit corporation ("Grantee"), whose address is 12000 Zuni Street, Westminster, Colorado 80234, the real property (the "Property") located in the County of Adams, State of Colorado, that is described on Schedule 1 attached hereto, together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the Property, with all its hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property with the appurtenances unto Grantee, its successors and assigns forever. And Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND title to the Property in Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through, or under Grantor, except for the lien of general taxes and assessments for the calendar year 2010 and all subsequent years, the mineral and oil and gas rights reserved below, and the matters shown on Schedule 2 attached to this Deed (the "Permitted Exceptions").

Grantor hereby reserves any and all mineral rights and oil and gas rights associated with the Property, including without limitation (1) all mineral leases currently and in the future relating to the Property, (2) the mineral interest royalty income Grantor currently receives as a result of the oil and gas production at the Property, and (3) a right by Grantor and all holders of mineral rights and oil and gas rights relating to the Property to access the Property and to install and maintain wells in connection with those rights.

Signed as of December 16, 2010.

North York Associates LLP, a Colorado limited liability partnership

By: Antonoff Family Trust Partnership, LLP,
a Colorado limited liability partnership,
Managing Partner

By: *Gary L. Antonoff*
Gary L. Antonoff
Managing Partner

State Documentary Fee
Date
\$ 34.50

Land Title
GUARANTEE COMPANY
70292706

Schedule 1

LEGAL DESCRIPTION

THE SOUTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPT ANY PART THEREOF LYING WITHIN YORK STREET ON THE WEST AND EAST 156TH AVENUE ON THE NORTH, COUNTY OF ADAMS, STATE OF COLORADO,

EXCEPT THAT PARCEL OF LAND TRANSFERRED TO THE CITY OF THORNTON BY AGREEMENT FOR TRANSFER OF PROPERTY RIGHTS RECORDED NOVEMBER 15, 2001 UNDER RECEPTION NO. C0887514

AND EXCEPT THAT PARCEL OF LAND DEEDED TO ADAMS COUNTY SCHOOL DISTRICT NO. 12 BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 19, 2001 UNDER RECEPTION NO. C0888813

AND EXCEPT THOSE PARCELS OF LAND TAKEN BY E-470 PUBLIC HIGHWAY AUTHORITY BY ADAMS COUNTY DISTRICT COURT RULE AND ORDER CASE NUMBER 01-CV-0845 RECORDED MAY 13, 2002 UNDER RECEPTION NO. C0968599

AND EXCEPT RIGHTS-OF-WAY FOR EXISTING ROADS, DITCHES, FLUMES, PIPES AND POWER LINES, IF ANY.

Schedule 2

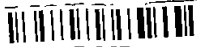
PERMITTED EXCEPTIONS

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records.
4. Taxes or special assessments for 2010 and subsequent years.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. LEASES AND/OR TENANCIES.
7. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 26, 1898 IN BOOK A24 AT PAGE 578.
8. OIL AND GAS LEASE BETWEEN GEORGE O. CORLEY AND ELIZABETH D. CORLEY AND DAN H. SEBASTIAN RECORDED APRIL 7, 1970 IN BOOK 1627 AT PAGE 410.
9. OIL AND GAS LEASE BETWEEN NORTH YORK ASSOCIATES, A PARTNERSHIP AND BYRON OIL INDUSTRIES, INC., RECORDED MARCH 19, 1975 IN BOOK 1982 AT PAGE 901 AND ANY ASSIGNMENTS, EXTENSIONS OR AMENDMENTS THERETO. AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
10. PIPELINE EASEMENT AS GRANTED TO NORTHERN GAS PRODUCTS COMPANY IN INSTRUMENT RECORDED OCTOBER 22, 1975 IN BOOK 2024 AT PAGE 691.

NOTE: THE ABOVE RIGHT OF WAY WAS ASSIGNED TO PARKER GAS GATHERING COMPANY, INC., AN OKLAHOMA CORPORATION IN INSTRUMENT RECORDED APRIL 8, 1988 IN BOOK 3433 AT PAGE 750 AND TO PLATTE GAS LINE COMPANY, A JOINT VENTURE IN INSTRUMENT RECORDED FEBRUARY 21, 1990 IN BOOK 3649 AT PAGE 343.

11. PIPELINE EASEMENT AS GRANTED TO NORTHERN GAS PRODUCTS COMPANY, A DELAWARE CORPORATION IN INSTRUMENT RECORDED JANUARY 21, 1976 IN BOOK 2042 AT PAGE 474.

NOTE: THE ABOVE RIGHT OF WAY WAS ASSIGNED TO PARKER GAS GATHERING COMPANY, INC., AN OKLAHOMA CORPORATION IN INSTRUMENT RECORDED APRIL 8, 1988 IN BOOK 3433 AT PAGE 750 AND TO PLATTE GAS LINE COMPANY, A JOINT VENTURE IN INSTRUMENT RECORDED FEBRUARY 21, 1990 IN BOOK 3649 AT PAGE 343.
12. EASEMENT AS GRANTED TO THE CITY OF NORTHGLENN IN INSTRUMENT RECORDED FEBRUARY 23, 1981 IN BOOK 2533 AT PAGE 346.
13. PIPELINE RIGHT OF WAY AS GRANTED TO ASSOCIATED NATURAL GAS, INC., A COLORADO CORPORATION IN INSTRUMENT RECORDED DECEMBER 13, 1990 IN BOOK 3736 AT PAGE 42.
14. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY EASEMENTS AND LICENSES RECORDED FEBRUARY 27, 1991 IN BOOK 3754 AT PAGE 84.
15. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY EASEMENTS AND LICENSES RECORDED FEBRUARY 27, 1991 IN BOOK 3754 AT PAGE 92.
16. RIGHT OF WAY EASEMENT AS GRANTED TO CITY OF THORNTON IN INSTRUMENT RECORDED DECEMBER 22, 2004, UNDER RECEPTION NO. 20041222001303490.
17. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE DRY-UP COVENANT; GRANT OF EASEMENT; WARRANTY OF FIRST RIGHT TO DRY-UP CREDIT; AND AGREEMENT TO ASSIST RECORDED SEPTEMBER 27, 2007 AT RECEPTION NO. 2007000091699.
18. Any and all mineral rights and oil and gas rights associated with the Property, including without limitation (a) all mineral leases currently and in the future relating to the Property, (b) the mineral interest royalty income North York Associates LLP currently receives as a result of the oil and gas production at the Property, and (c) a right by North York Associates LLP and all holders of mineral rights and oil and gas rights relating to the Property to access the Property and to install and maintain wells in connection with those rights.



DEED

ORIGINAL

RECORDING REQUESTED BY AND
RECORDED DEED TO BE RETURNED TO

Chris Elliott
7353 S. Alton Way #A100
Englewood, CO 80112

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Deed") is granted on this 31st day of December 2008, by PROVIDENT COMMUNITIES LLC, a Colorado limited liability company, whose legal address is 7353 S. Alton Way, #A100, Englewood, Colorado 80112, Attn: Chris Elliot ("Grantor"), to the City of Thornton, a Municipal Corporation, whose address is 9500 Civic Center Drive, Thornton, Colorado 80229, Attn: Mike Soderberg ("Grantee").

RECITALS

A. Grantor is the owner of the fee simple interest in the subject property legally described in Exhibit A attached hereto and made a part of this Deed, which consists of approximately 6.54 acres of land, located in the City of Thornton, Adams County, Colorado (the "Property").

B. Grantee is a "governmental entity" under the terms of Section 38-30.5-104(2) of the Colorado Revised Statutes, and a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of the Code as a 170(b)(1)(A)(v) governmental unit. As such, Grantee is qualified to acquire and hold conservation easements.

C. The Property possesses recreational, scenic, and wildlife values (collectively, the "Conservation Values") of great importance to Grantor, the people of the City of Thornton, Colorado, and the people of the State of Colorado. Specifically, the conservation easement will preclude subdivision of the Property for the purpose of residential development and will preserve the public view shed, which includes gently rolling topography, sweeping vistas and nearly uninterrupted views to the horizon. The peaks and foothills of the Rocky Mountains are clearly visible from the Property to the west. Due to the Property's flat to gently rolling topography and broad horizons, the view shed is extremely sensitive to disturbance. Also due to the Property's character, it provides ideal feeding, hunting, migratory stopover and seasonal habitat for a wide assortment of wildlife species. The land contains significant scenic, recreational and wildlife values which is consistent with the historic nature of the area and is beneficial for the community and the state of Colorado in setting aside land for recreational, wildlife and scenic purposes.

D. Grantor intends to convey this Deed to Grantee for the exclusive purpose and with the intent of creating a conservation easement in accordance with C.R.S. §§38-30.5-101, *et seq.* assuring that the Conservation Values of the Property will be conserved and maintained forever, and that uses of the Property that are inconsistent with the Conservation Values will be prevented or corrected. Grantee is a governmental agency and has reviewed the Property and has implemented or will implement an ongoing plan of action to oversee the Property to ensure compliance with the restrictions contained herein.

E. The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve the following clearly delineated governmental conservation policies of the State of Colorado. C.R.S. §§33-1-101, *et seq.*, 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.” Additionally, C.R.S. §§33-10-101, *et seq.*, provides in relevant part that “it is the policy of the state of Colorado that the ... outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state.”

F. C.R.S. §§38-30.5-101, *et seq.*, provides for the establishment of conservation easements to prohibit or require a limitation upon or an obligation to perform acts on or with respect to land or water rights beneficially used upon that land, appropriate to the retaining or maintaining of such land or water rights, including improvements, predominantly 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.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement in gross in accordance with C.R.S. §§ 38-30.5-101 *et seq.* (the “Conservation 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 conserving and forever maintaining the Conservation Values of the Property.

1. **Purpose.** The purpose of the Conservation Easement is to preserve and protect in perpetuity the Conservation Values of the Property. It is also the purpose of the Conservation Easement to permit certain other uses of the Property, which uses are expressly described herein, that are consistent with the foregoing goals and to prohibit uses that are inconstant with these goals.

2. **Rights of Grantee.** To accomplish the purpose of this Deed, the following rights are hereby conveyed to Grantee:

a. To preserve and protect the Conservation Values of the Property in compliance with the intent expressed herein;

b. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Deed; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Deed, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and

c. To prevent or enjoin any activity on or use of the Property that is inconsistent with the purpose of this Deed and to require the restoration of such areas or features of the Property damaged by an inconsistent activity or use.

3. **Use of Property; Prohibited Acts.** Grantor and Grantee may agree upon any activity on or use of the Property that is consistent with the purpose of this Deed. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

a. **Construction of Buildings and Other Structures.** The construction or reconstruction of any building, structure, sign or billboard is prohibited, except those existing on the date of this Deed and except: (i) recreational buildings and improvements; (ii) roads, sidewalks, trails and parking lots; and (iii) fences, as further described below.

(i) **Recreational Buildings.** New recreational buildings and improvements (i.e., storage sheds, weather and picnic shelters, restrooms, etc.) to be used solely for recreational purposes may be constructed on the Property with Grantee's prior written approval which approval shall be given unless Grantee determines that the location of the proposed improvement materially adversely affects the Conservation Values of the Property.

(ii) **Roads.** Grantor may dedicate rights-of-way to Grantee at Grantee's request. Additional allowable roads and paving include: an access road no wider than 40 feet allowing ingress and egress across the Property (to other parcels that would otherwise be land-locked), that may be situated on or near the eastern border of the Property; roads or driveways currently existing on the date of this Deed; and any driveway required to service any recreational building, and sidewalks and/or trails for bicycling and/or running/walking.

(iii) **Fences.** Grantor may repair or replace existing fences, and new fences may be built for purposes of reasonable and customary management of wildlife or protection of the public from any dangerous natural or man-made structures or natural habitats.

b. **Subdivision.** The subdivision of the Property, whether by physical or legal process, is prohibited without the prior written consent of the Grantee, except that Grantor may merge the Property into any adjacent property that has restrictions similar in nature as this Deed.

c. **Timber Harvesting.** Commercial timber harvesting on the Property shall be prohibited. Notwithstanding the foregoing, trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Tree thinning activities may take place to maintain the character and nature of the habitat, to preserve its value as winter range for agricultural animals and wildlife, to remove noxious trees, and to reduce fire danger.

d. **Recreational Activities.** At the discretion of the Grantor, the Property may be used for recreational purposes conducted in a manner such that it has a de minimis impact on the Conservation Values of the Property, including, but not limited to,

walking trails, nature walks, bicycle trails, horseback riding, cross-country skiing, and snowshoeing.

e. **Mining.** Except as set forth herein, the commercial mining or extraction of soil, sand, gravel, rock, or any mineral substance is prohibited. Notwithstanding the foregoing, upon written notice to the Grantee, Grantor may drill for oil or natural gas, in a manner that is consistent with the Conservation Values expressed in this Deed and with Section 170(h) of the Internal Revenue Code and applicable regulations, such that any methods of mining have a limited, localized impact that is not irretrievably destructive of significant Conservation Values currently existing on the Property. Notwithstanding any other provision of this Deed, not more than one surface acre of the Property (which does not have to be contiguous) may be disturbed by mining or other extractive activities.

f. **Trash.** The accumulation of any kind of trash or refuse on the Property is prohibited. However, this section shall not prevent the storage of agricultural products and byproducts on the Property, so long as the storage complies with all applicable governmental laws and regulations.

g. **Water.** To the extent that water rights exist on the Property, Grantor shall retain, reserve, and preserve the right to use water rights sufficient to maintain the Conservation Values of the Property.

h. **Commercial or Industrial Activity.** Except as set forth in Section 3.e. and except for nominal activity and/or activities, all of which must be conducted in a manner such that it has a de minimis impact on the Conservation Values of the Property, no commercial or industrial uses shall be allowed on the Property without the express written consent of the Grantee.

i. **Hazardous Materials.** Grantor and Grantee acknowledge that there are ongoing gas and oil operations on the Property, which activity may continue under the present circumstances. Notwithstanding the foregoing, except for the storage of fuel and other material used for agricultural purposes, the storage, dumping or disposal of toxic and/or hazardous materials on the Property is prohibited. For the purpose of this Section 3.i., hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state, or local law.

j. **Conservation Practices.** The Property shall be managed in accordance with good conservation practices to take reasonable precautions to prevent the following: (i) overgrazing by livestock; (ii) noxious weeds, to the extent reasonably possible; and (iii) soil erosion.

4. **Rights Retained by Grantor.** Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to honor existing and grant additional access easements across the Property.

5. **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. 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 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 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. **Upkeep and Maintenance.** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law or any agreement entered into between Grantor and Grantee. Grantee shall have no obligation for the upkeep or maintenance of the Property.

c. **Liability and Indemnification.** 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, due solely to the negligence or intentional acts of Grantor or Grantor's agents; (ii) the obligations under this Section 5; or (iii) the presence or release of hazardous or toxic substances on, under, or about the Property that is the result of actions or omissions of Grantor or Grantor's agents. For the purpose of this Section 5.c., hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state, or local law.

6. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted or why there is no violation. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute pursuant to Section 7 below. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute within sixty (60) days of Grantee's notice to Grantor of the alleged violation, or by such other date as the parties may mutually agree, the parties may take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may

get an injunction to stop it, temporarily or permanently. A court may also issue an injunction or may require specific performance to require Grantor to restore the Property to its condition prior to the violation. Any costs incurred by the prevailing party in any action concerning the interpretation or enforcement of the terms of this Deed, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the losing party. The parties' remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, and Grantee's remedies shall include the right to recover any damages for loss of scenic or environmental values. Notwithstanding any requirement of mediation outlined herein, if Grantee, in its sole and absolute discretion, determines that there is imminent harm or danger to the Conservation Values, then Grantee may request a court of competent jurisdiction (via an *ex parte* hearing if necessary) to issue an injunction to stop it, temporarily or permanently. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later date.

7. **Mediation.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Deed, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the parties shall select a single trained and impartial mediator with experience in conservation easements and other land preservation tools. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a court of competent jurisdiction for the appointment of a trained and impartial mediator with experience in conservation easements and other land preservation tools. Mediation shall then proceed in accordance with the following guidelines:

a. **Purpose.** The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Deed.

b. **Participation.** The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions reasonably scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as reasonably required by the mediator.

c. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.

d. **Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial

request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

8. **Public Access.** Public access to any designated trails shall be permitted. Nothing herein contained shall be construed as affording the public access to any other portion of the Property, although the Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Deed.

9. **Transfer of Easement.** Grantee shall have the right to transfer the easement created by this Deed to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under §501(c)(3) of the Code, and under C.R.S. §§38-30.5-101, *et seq.*, and only if the agency or the organization expressly agrees to assume the responsibility imposed on Grantee by this Deed. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer the Conservation Easement to another qualified organization having similar purposes that is designated by the then owner of the Property and that agrees to assume the responsibility. Grantee shall notify Grantor in advance of any proposed transfers, and Grantor may voice any concerns as to any such proposed transfer.

10. **Transfer of Property.** Any time the Property itself, or any interest in it, is transferred by Grantor to any third party, Grantor shall notify Grantee at least thirty (30) days in advance in writing, and the document of conveyance shall expressly refer to this Deed. Grantor's failure to comply with this requirement will not invalidate the conveyance.

11. **Amendment of Easement.** The Conservation Easement may be amended only with the written consent of Grantee and Grantor by an instrument duly executed and recorded in the real property records of Adams County, Colorado. Any such amendment shall be consistent with the purposes of this Deed and may not affect its perpetual duration. Any such amendment shall comply with §170(h) of the Code, and any regulations promulgated thereunder. Any such amendment shall also be consistent with C.R.S. §§38-30.5-101, *et seq.*, and any regulations promulgated thereunder.

12. **Termination of Easement.** If a court with jurisdiction determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill any of its conservation purposes, the court, at the joint request of Grantor and Grantee, may terminate the Conservation Easement created by this Deed. If the Conservation Easement created by this Deed is terminated or the Property is sold for public use or taken for public use, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Deed. Grantee shall use the proceeds consistently with the conservation purposes of this Deed. This provision is intended to comply with Treasury Regulations §1.170A-14(g)(6)(i).

13. **Perpetual Duration.** The Conservation Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies 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 either party's rights and obligations under 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 such party's entire interest in this Deed or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

14. **Notices.** Any notices required by this Deed shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at their respective addresses as provided in the introductory paragraph to this Deed or such other addresses as either party provides to the other party in accordance with the requirements of this Section 14.

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

a. Grantor warrants that Grantor will have 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 subject to all matters of record. Any current encumbrances on the Property will be removed shortly after granting of this easement. Grantor 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 subject to all matters of record.

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

(i) 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 there are not now any underground storage tanks located on the Property;

(ii) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

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

(iv) 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.

16. **Remediation.** If, at any time, there occurs, or has occurred by Grantor or Grantor's agents, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

17. **Subsequent Liens on the Property.** No provision of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Deed.

18. **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 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.

c. **Interpretation.** This Deed shall be interpreted under the laws of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give effect to its intended conservation purposes.


d. **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 Deed.

e. **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 Deed.

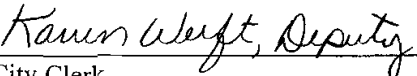
19. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed.

GRANTEE:

CITY OF THORNTON, a Municipal
Corporation

By: 
Jim Nursey, Acting City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:



Margaret A. Emerich, City Attorney

EXHIBIT A
Legal Description of the Property

[Follows This Page]

PROPERTY DESCRIPTION

Parcel C1

A PART OF TRACT "C" OF CUNDALL FARMS SUBDIVISION FILING NO. 1, A SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER UNDER RECEPTION NO. B 111111111, AND BEING A PART OF THE NW 1/4 OF SECTION 12, T. 1 S., R. 68 W., OF THE 6TH P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID TRACT "C";

THENCE THE FOLLOWING SEVENTEEN (17) COURSES;

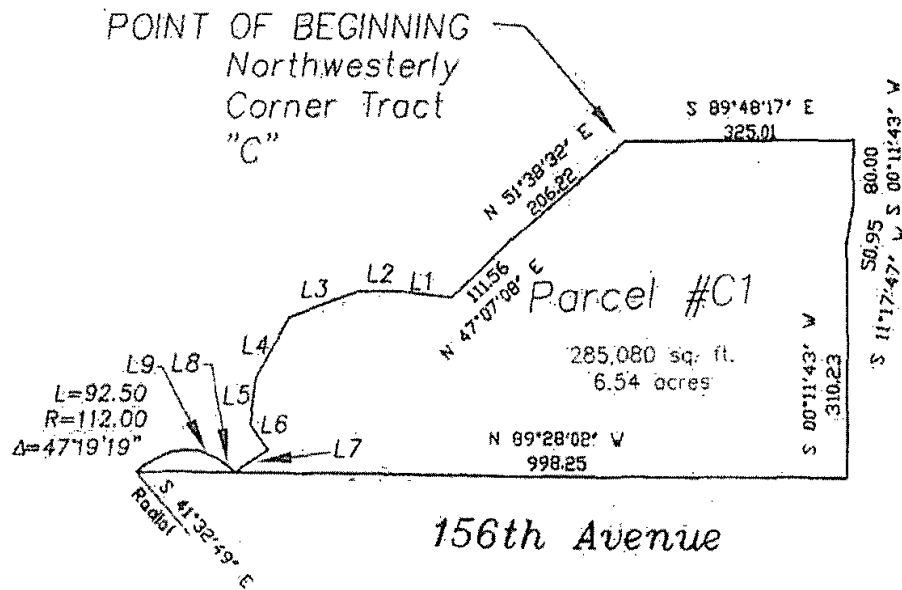
1. S 89° 48' 17" E, ALONG THE NORTH LINE OF SAID TRACT "C", A DISTANCE OF 325.01 FEET;
2. S 00° 11' 43" W, A DISTANCE OF 80.00 FEET;
3. S 11° 17' 47" E, A DISTANCE OF 50.95 FEET;
4. S 00° 11' 43" W, A DISTANCE OF 310.23 FEET;
5. N 89° 28' 02" W, A DISTANCE OF 998.25 FEET TO A POINT OF NON-TANGENT CURVE;
6. ALONG SAID CURVE TO THE RIGHT THE CENTER OF WHICH BEARS S 41° 32' 49" E, HAVING A RADIUS OF 112.00 FEET A CENTRAL ANGLE OF 47° 19' 19" AN ARC DISTANCE OF 92.50 FEET;
7. S 87° 28' 50" E, A DISTANCE OF 28.84 FEET;
8. S 54° 55' 27" E, A DISTANCE OF 30.13 FEET;
9. N 57° 21' 47" E, A DISTANCE OF 53.77 FEET;
10. N 37° 14' 13" W, A DISTANCE OF 41.14 FEET;
11. N 07° 33' 07" E, A DISTANCE OF 62.66 FEET;
12. N 30° 00' 30" E, A DISTANCE OF 91.20 FEET;
13. N 70° 08' 20" E, A DISTANCE OF 103.69 FEET;
14. N 89° 59' 34" E, A DISTANCE OF 56.91 FEET;
15. S 83° 32' 55" E, A DISTANCE OF 74.64 FEET;
16. N 47° 07' 08" E, A DISTANCE OF 111.56 FEET;
17. N 51° 38' 32" E, A DISTANCE OF 206.22 FEET TO THE POINT OF BEGINNING;

CONTAINING 6.54 ACRES (285,080 SQ. FT.), MORE OR LESS.

Paul D. Nelson, Jr., L.S. # 11330
For and in behalf of Cundall Farms LLC

EXHIBIT - Parcel C1

Scale 1" = 200'
Dimensions take Preference over Scale



LINE TABLE		
LINE	LENGTH	BEARING
L1	74.64'	S83°32'55"E
L2	56.91'	N89°59'34"E
L3	103.69'	N70°08'20"E
L4	91.20'	N30°00'30"E
L5	62.66'	N07°33'07"E
L6	41.14'	N37°14'13"W
L7	53.77'	N57°21'47"E
L8	30.13'	S54°55'27"E
L9	28.84'	S67°28'50"E

Exhibit - Parcel C1			Part of Tract "C" Cundall Farms Sub. Filing No.1, City of Thornton, County of Adams, State of Colorado
1"=100'	PDN	12/26/08	
		Proj. 452	



DEED

RECORDING REQUESTED BY AND
RECORDED DEED TO BE RETURNED TO

Chris Elliott
7353 S. Alton Way #A100
Englewood, CO 80112

ORIGINAL

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (this "Deed") is granted on this 31st day of December 2008, by EQUITY ADVISORS, INC., a Colorado corporation , whose legal address is 8996 Windhaven Drive, Parker, Colorado 80123, Attn: Leighton Odell ("Grantor"), to the City of Thornton, a Municipal Corporation , whose address is 9500 Civic Center Drive, Thornton, Colorado 80229, Attn: Mike Soderberg ("Grantee").

RECITALS

A. Grantor is the owner of the fee simple interest in the subject property legally described in Exhibit A attached hereto and made a part of this Deed, which consists of approximately 3.9 acres of land, located in the City of Thornton, Adams County, Colorado (the "Property").

B. Grantee is a "governmental entity" under the terms of Section 38-30.5-104(2) of the Colorado Revised Statutes, and a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of the Code as a 170(b)(1)(A)(v) governmental unit. As such, Grantee is qualified to acquire and hold conservation easements.

C. The Property possesses recreational, scenic, and wildlife values (collectively, the "Conservation Values") of great importance to Grantor, the people of the City of Thornton, Colorado, and the people of the State of Colorado. Specifically, the conservation easement will preclude subdivision of the Property for the purpose of residential development and will preserve the public view shed, which includes gently rolling topography, sweeping vistas and nearly uninterrupted views to the horizon. The peaks and foothills of the Rocky Mountains are clearly visible from the Property to the west. Due to the Property's flat to gently rolling topography and broad horizons, the view shed is extremely sensitive to disturbance. Also due to the Property's character, it provides ideal feeding, hunting, migratory stopover and seasonal habitat for a wide assortment of wildlife species. The land contains significant scenic, recreational and wildlife values which is consistent with the historic nature of the area and is beneficial for the community and the state of Colorado in setting aside land for recreational, wildlife and scenic purposes.

D. Grantor intends to convey this Deed to Grantee for the exclusive purpose and with the intent of creating a conservation easement in accordance with C.R.S. §§38-30.5-101, *et seq.* assuring that the Conservation Values of the Property will be conserved and maintained forever, and that uses of the Property that are inconsistent with the Conservation Values will be prevented or corrected. Grantee is a governmental agency and has reviewed the Property and has implemented or will implement an ongoing plan of action to oversee the Property to ensure compliance with the restrictions contained herein.

E. The conservation purposes of this Deed are recognized by, and the grant of this Deed will serve the following clearly delineated governmental conservation policies of the State of Colorado. C.R.S. §§33-1-101, *et seq.*, 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.” Additionally, C.R.S. §§33-10-101, *et seq.*, provides in relevant part that “it is the policy of the state of Colorado that the . . . outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state.”

F. C.R.S. §§38-30.5-101, *et seq.*, provides for the establishment of conservation easements to prohibit or require a limitation upon or an obligation to perform acts on or with respect to land or water rights beneficially used upon that land, appropriate to the retaining or maintaining of such land or water rights, including improvements, predominantly 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.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement in gross in accordance with C.R.S. §§ 38-30.5-101 *et seq.* (the “Conservation 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 conserving and forever maintaining the Conservation Values of the Property.

1. **Purpose.** The purpose of the Conservation Easement is to preserve and protect in perpetuity the Conservation Values of the Property. It is also the purpose of the Conservation Easement to permit certain other uses of the Property, which uses are expressly described herein, that are consistent with the foregoing goals and to prohibit uses that are inconstant with these goals.

2. **Rights of Grantee.** To accomplish the purpose of this Deed, the following rights are hereby conveyed to Grantee:

a. To preserve and protect the Conservation Values of the Property in compliance with the intent expressed herein;

b. To enter upon the Property at reasonable times in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Deed; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Deed, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and

c. To prevent or enjoin any activity on or use of the Property that is inconsistent with the purpose of this Deed and to require the restoration of such areas or features of the Property damaged by an inconsistent activity or use.

3. **Use of Property; Prohibited Acts.** Grantor and Grantee may agree upon any activity on or use of the Property that is consistent with the purpose of this Deed. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

a. **Construction of Buildings and Other Structures.** The construction or reconstruction of any building, structure, sign or billboard is prohibited, except those existing on the date of this Deed and except: (i) recreational buildings and improvements; (ii) roads, sidewalks, trails and parking lots; and (iii) fences, as further described below.

(i) **Recreational Buildings.** New recreational buildings and improvements (i.e., storage sheds, weather and picnic shelters, restrooms, etc.) to be used solely for recreational purposes may be constructed on the Property with Grantee's prior written approval which approval shall be given unless Grantee determines that the location of the proposed improvement materially adversely affects the Conservation Values of the Property.

(ii) **Roads.** Grantor may dedicate rights-of-way to Grantee at Grantee's request. Additional allowable roads and paving include: an access road no wider than 40 feet allowing ingress and egress across the Property (to other parcels that would otherwise be land-locked), that may be situated on or near the eastern border of the Property; roads or driveways currently existing on the date of this Deed; and any driveway required to service any recreational building, and sidewalks and/or trails for bicycling and/or running/walking.

(iii) **Fences.** Grantor may repair or replace existing fences, and new fences may be built for purposes of reasonable and customary management of wildlife or protection of the public from any dangerous natural or man-made structures or natural habitats.

b. **Subdivision.** The subdivision of the Property, whether by physical or legal process, is prohibited without the prior written consent of the Grantee, except that Grantor may merge the Property into any adjacent property that has restrictions similar in nature as this Deed.

c. **Timber Harvesting.** Commercial timber harvesting on the Property shall be prohibited. Notwithstanding the foregoing, trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Dead trees may also be cut for firewood and other uses on the Property. Tree thinning activities may take place to maintain the character and nature of the habitat, to preserve its value as winter range for agricultural animals and wildlife, to remove noxious trees, and to reduce fire danger.

d. **Recreational Activities.** At the discretion of the Grantor, the Property may be used for recreational purposes conducted in a manner such that it has a de minimis impact on the Conservation Values of the Property, including, but not limited to,

walking trails, nature walks, bicycle trails, horseback riding, cross-country skiing, and snowshoeing.

e. **Mining.** Except as set forth herein, the commercial mining or extraction of soil, sand, gravel, rock, or any mineral substance is prohibited. Notwithstanding the foregoing, upon written notice to the Grantee, Grantor may drill for oil or natural gas, in a manner that is consistent with the Conservation Values expressed in this Deed and with Section 170(h) of the Internal Revenue Code and applicable regulations, such that any methods of mining have a limited, localized impact that is not irretrievably destructive of significant Conservation Values currently existing on the Property. Notwithstanding any other provision of this Deed, not more than one surface acre of the Property (which does not have to be contiguous) may be disturbed by mining or other extractive activities.

f. **Trash.** The accumulation of any kind of trash or refuse on the Property is prohibited. However, this section shall not prevent the storage of agricultural products and byproducts on the Property, so long as the storage complies with all applicable governmental laws and regulations.

g. **Water.** To the extent that water rights exist on the Property, Grantor shall retain, reserve, and preserve the right to use water rights sufficient to maintain the Conservation Values of the Property.

h. **Commercial or Industrial Activity.** Except as set forth in Section 3.e. and except for nominal activity and/or activities, all of which must be conducted in a manner such that it has a de minimis impact on the Conservation Values of the Property, no commercial or industrial uses shall be allowed on the Property without the express written consent of the Grantee.

i. **Hazardous Materials.** Grantor and Grantee acknowledge that there are ongoing gas and oil operations on the Property, which activity may continue under the present circumstances. Notwithstanding the foregoing, except for the storage of fuel and other material used for agricultural purposes, the storage, dumping or disposal of toxic and/or hazardous materials on the Property is prohibited. For the purpose of this Section 3.i., hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state, or local law.

j. **Conservation Practices.** The Property shall be managed in accordance with good conservation practices to take reasonable precautions to prevent the following: (i) overgrazing by livestock; (ii) noxious weeds, to the extent reasonably possible; and (iii) soil erosion.

4. **Rights Retained by Grantor.** Grantor retains the right to perform any act not specifically prohibited or limited by this Deed. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to honor existing and grant additional access easements across the Property.

5. **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. 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 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 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. **Upkeep and Maintenance.** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law or any agreement entered into between Grantor and Grantee. Grantee shall have no obligation for the upkeep or maintenance of the Property.

c. **Liability and Indemnification.** 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, due solely to the negligence or intentional acts of Grantor or Grantor's agents; (ii) the obligations under this Section 5; or (iii) the presence or release of hazardous or toxic substances on, under, or about the Property that is the result of actions or omissions of Grantor or Grantor's agents. For the purpose of this Section 5.c., hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state, or local law.

6. **Enforcement.** Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Deed. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted or why there is no violation. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute pursuant to Section 7 below. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute within sixty (60) days of Grantee's notice to Grantor of the alleged violation, or by such other date as the parties may mutually agree, the parties may take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may

get an injunction to stop it, temporarily or permanently. A court may also issue an *injunction* or may require specific performance to require Grantor to restore the Property to its condition prior to the violation. Any costs incurred by the prevailing party in any action concerning the interpretation or enforcement of the terms of this Deed, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the losing party. The parties' remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, and Grantee's remedies shall include the right to recover any damages for loss of scenic or environmental values. Notwithstanding any requirement of mediation outlined herein, if Grantee, in its sole and absolute discretion, determines that there is imminent harm or danger to the Conservation Values, then Grantee may request a court of competent jurisdiction (via an *ex parte* hearing if necessary) to issue an injunction to stop it, temporarily or permanently. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later date.

7. **Mediation.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Deed, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such request, the parties shall select a single trained and impartial mediator with experience in conservation easements and other land preservation tools. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a court of competent jurisdiction for the appointment of a trained and impartial mediator with experience in conservation easements and other land preservation tools. Mediation shall then proceed in accordance with the following guidelines:

a. **Purpose.** The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Deed.

b. **Participation.** The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions reasonably scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as reasonably required by the mediator.

c. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.

d. **Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial

request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

8. **Public Access.** Public access to any designated trails shall be permitted. Nothing herein contained shall be construed as affording the public access to any other portion of the Property, although the Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Deed.

9. **Transfer of Easement.** Grantee shall have the right to transfer the easement created by this Deed to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under §501(c)(3) of the Code, and under C.R.S §§38-30.5-101, *et seq.*, and only if the agency or the organization expressly agrees to assume the responsibility imposed on Grantee by this Deed. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer the Conservation Easement to another qualified organization having similar purposes that is designated by the then owner of the Property and that agrees to assume the responsibility. Grantee shall notify Grantor in advance of any proposed transfers, and Grantor may voice any concerns as to any such proposed transfer.

10. **Transfer of Property.** Any time the Property itself, or any interest in it, is transferred by Grantor to any third party, Grantor shall notify Grantee at least thirty (30) days in advance in writing, and the document of conveyance shall expressly refer to this Deed. Grantor's failure to comply with this requirement will not invalidate the conveyance.

11. **Amendment of Easement.** The Conservation Easement may be amended only with the written consent of Grantee and Grantor by an instrument duly executed and recorded in the real property records of Adams County, Colorado. Any such amendment shall be consistent with the purposes of this Deed and may not affect its perpetual duration. Any such amendment shall comply with §170(h) of the Code, and any regulations promulgated thereunder. Any such amendment shall also be consistent with C.R.S. §§38-30.5-101, *et seq.*, and any regulations promulgated thereunder.

12. **Termination of Easement.** If a court with jurisdiction determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill any of its conservation purposes, the court, at the joint request of Grantor and Grantee, may terminate the Conservation Easement created by this Deed. If the Conservation Easement created by this Deed is terminated or the Property is sold for public use or taken for public use, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Deed. Grantee shall use the proceeds consistently with the conservation purposes of this Deed. This provision is intended to comply with Treasury Regulations §1.170A-14(g)(6)(i).

13. **Perpetual Duration.** The Conservation Easement created by this Deed shall be a servitude running with the land in perpetuity. Every provision of this Deed that applies 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 either party's rights and obligations under 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 such party's entire interest in this Deed or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

14. **Notices.** Any notices required by this Deed shall be in writing and shall be personally delivered to or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at their respective addresses as provided in the introductory paragraph to this Deed or such other addresses as either party provides to the other party in accordance with the requirements of this Section 14.

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

a. Grantor warrants that Grantor will have 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 subject to all matters of record. Any current encumbrances on the Property will be removed shortly after granting of this easement. Grantor 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 subject to all matters of record.

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

(i) 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 there are not now any underground storage tanks located on the Property;

(ii) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

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

(iv) 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.

16. **Remediation.** If, at any time, there occurs, or has occurred by Grantor or Grantor's agents, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

17. **Subsequent Liens on the Property.** No provision of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing would be subordinated to this Deed.

18. **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 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.

c. **Interpretation.** This Deed shall be interpreted under the laws of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give effect to its intended conservation purposes.

d. **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 Deed.

e. **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 Deed.

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

TO HAVE AND TO HOLD, this Deed 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:

EQUITY ADVISORS, INC., a Colorado corporation

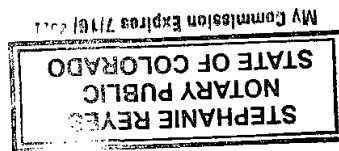
By: [Signature]
Name: Leighton Odell
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 31st day of December 2008, by Leighton Odell as President of EQUITY ADVISORS, INC., a Colorado corporation.

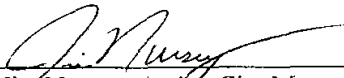
Witness my hand and official seal.
My commission expires: 7/16/2011

[Signature]
Notary Public



GRANTEE:

CITY OF THORNTON, a Municipal Corporation

By: 
Jim Nursey, Acting City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

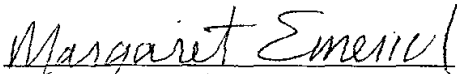

Margaret A. Emerich, City Attorney

EXHIBIT A
Legal Description of the Property

[Follows This Page]

PROPERTY DESCRIPTION
Parcel B1

A PART OF TRACT "B" OF CUNDALL FARMS SUBDIVISION FILING NO. 1, A SUBDIVISION PLAT RECORDED IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER UNDER RECEPTION NO. B 111111111, AND BEING A PART OF THE NW 1/4 OF SECTION 12, T. 1 S., R. 68 W., OF THE 6th P.M., CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B";
THENCE N 00° 11' 43" E, ALONG THE EAST LINE OF SAID TRACT "B", A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

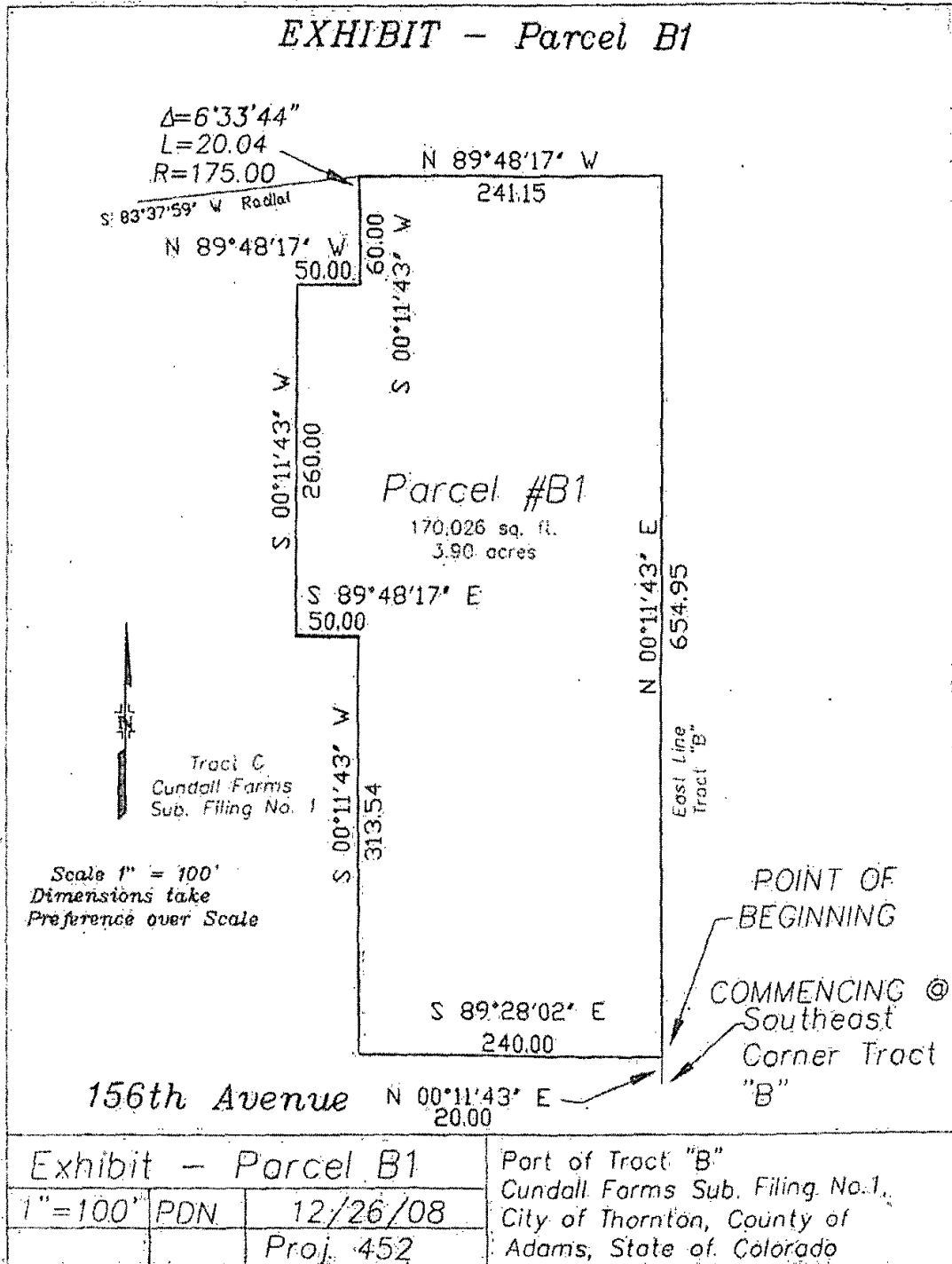
THENCE THE FOLLOWING NINE (9) COURSES:

1. N 00° 11' 43" E, CONTINUING ALONG THE EAST LINE OF SAID TRACT "B", A DISTANCE OF 654.95 FEET;
2. N 89° 48' 17" W, A DISTANCE OF 241.15 FEET TO A POINT OF NON-TANGENT CURVE;
3. ALONG SAID CURVE TO THE RIGHT THE CENTER OF WHICH BEARS S 83° 37' 59" W, HAVING A RADIUS OF 175.00 FEET A CENTRAL ANGLE OF 06° 33' 43" AN ARC DISTANCE OF 20.04 FEET;
4. S 00° 11' 43" W, A DISTANCE OF 60.00 FEET;
5. N 89° 47' 17" W, A DISTANCE OF 50.00 FEET;
6. S 00° 11' 43" W, A DISTANCE OF 260.00 FEET;
7. S 89° 48' 17" E, A DISTANCE OF 50.00 FEET;
8. S 00° 11' 43" W, A DISTANCE OF 313.54 FEET;
9. S 89° 28' 02" E, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 3.90 ACRES (170,026 SQ. FT.), MORE OR LESS.

Paul D. Nelson, Jr., L.S. # 11330
For and in behalf of Cundall Farms LLC

EXHIBIT - Parcel B1



Appendix C: Meander Belt Width of Big Dry Creek in Thornton, CO

WWE MEMORANDUM

To: Jon Altschuld, RLA, ASLA
THK Associates, Inc.
2953 South Peoria Street #101
Aurora, CO 80014
Via Email <jaltschuld@thkassoc.com>

From: Rod Lammers, Colorado State University
Reviewed by Hayes Lenhart, P.E. and Andrew Earles, Ph.D, P.E.
Wright Water Engineers, Inc.

Date: November 17, 2016

Re: Meander Belt Width of Big Dry Creek in Thornton, CO

Rod Lammers with Colorado State University (CSU) in coordination with Wright Water Engineers, Inc. (WWE) have prepared this memorandum to provide an estimate of the meander belt width for Big Dry Creek which can be used as a planning tool for identifying areas along the Big Dry Creek corridor which have a high probability of erosion as the channel migrates laterally over time. This information can be used for future planning of various stream stabilization measures, locating engineered hard points which reduce the potential for continued lateral channel movement, and assessing proposed infrastructure locations as part of the Big Dry Creek Recreation and Floodplain Restoration Master Plan and Corridor Plan Project developed for the City of Thornton in Colorado. This analysis focused on the Big Dry Creek Corridor through eight specific open space parcels owned by the City of Thornton (Project Area).

MEANDER BELT WIDTH CALCULATION

The meander belt width is generally defined as the area in which a meandering stream may occupy as it evolves over time. This also may be considered an erodible corridor where land within this area is subject to erosion by the stream channel. The minimum meander belt width can be computed from an empirical equation dependent upon sinuosity and the meander wavelength (Hagerman and Williams, 2000):

$$\text{Min Belt Width} = \lambda(6.0625\varphi^3 - 5.1279\varphi^2 + 2.509\varphi + 0.005) + w + \text{buffer}$$

Where w is the channel width and φ is a function of channel sinuosity P :

$$\varphi = \frac{P - 1}{P}$$

The meander wavelength, λ , is generally around 12 channel widths. Based on a dataset of 438 streams, Soar and Thorne (2001) found a range of values:

$$\lambda \approx (11.26 \text{ to } 12.47) * w$$

A buffer is also added to the calculated minimum belt width to provide a safety factor to allow for natural river mobility and account for uncertainty in the quantification procedure. For this analysis, a buffer of 20 m was selected (slightly larger than the average channel width of 13 m). This set of equations was used to compute a minimum belt width for the study reach of Big Dry Creek. Channel widths and sinuosities were calculated for each of the 10, one kilometer sections that make up this reach.

To account for uncertainty and variability in the input parameters, a Monte Carlo simulation approach was used. Channel width and sinuosity were allowed to vary based on the available data and the meander wavelength was calculated with random values in the range of (11.26, 12.47). This resulted in a distribution of belt widths, from which an average (~131 m) and a 95th percentile (184 m) were obtained. These two buffer widths were overlain on the channel to show how their extents vary (see attached figures).

SUMMARY

This calculated meander belt width can be used as a planning tool. The equations used to calculate the meander belt width are based on natural and unconfined rivers. Big Dry Creek has been subject to realignment for road crossings and to protect infrastructure so there are areas where this empirically derived meander belt estimate may be less applicable. In addition, there are some complex meander patterns which this equation was not developed to consider.

Figure 1 and Figure 2 provide a visual summary of the estimated average and 95th percentile meander beltwidth of Big Dry Creek through the Project Area. Areas within the meander belt have a high probability of erosion as the channel migrates over time. However, areas outside of the meander belt are not necessarily immune to erosion, nor should the channel be re-aligned simply to fit within this calculated meander belt. Existing creek meanders which are located near the edge of the meander belt should be considered good locations for bank armoring to prevent further lateral migration of the channel outside of the corridor. In summary, the calculated meander belt width can be used as an estimate to locate areas with a high probability of erosion along the channel corridor where infrastructure may be subject to damage from lateral channel migration.



Figure 1. Estimated Average and 95th Percentile Meander Beltwidth for Big Dry Creek through Project Area (Southern Project Area)



Figure 2. Estimated Average and 95th Percentile Meander Beltwidth for Big Dry Creek through Project Area (Northern Project Area)

Jon Altschuld, RLA, ASLA
November 17, 2016
Page 5

REFERENCES

Hagerman, J.R., and J.D. Williams. 2000. "Meander Shape and the Design of Stable Meanders." In: Proceedings of the American Water Resources Association, Spring Specialty Conference: Riparian Ecology and Management in Multi-land Use Watersheds, Anchorage, AK, April 30 - May 4, pp. 563–568.

Soar, P.J., and C.R. Thorne. 2001. "Channel Restoration Design for Meandering Rivers." Technical Report No. ERDC/CHL CR-01-1, Coastal and Hydraulics Laboratory, U.S. Army, Engineer Research and Development Center, Vicksburg, MS, URL: http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1043218.pdf.

cc:

Kevin Shanks, THK
Brandon Parsons, THK
Scott Schreiber, Matrix Design Group

Appendix D: Assessment of Baseflow Conditions

WWE MEMORANDUM

To: Jon Altschuld, RLA, ASLA
THK Associates, Inc.
2953 South Peoria Street #101
Aurora, CO 80014
Via Email <jaltschuld@thkassoc.com>

From: Hayes Lenhart, P.E. and Andrew Earles, Ph.D, P.E.
Wright Water Engineers, Inc.
Reviewed by Scott Schreiber, P.E.
Matrix Design Group, Inc.

Date: January 5, 2017

Re: Assessment of Baseflow Conditions for Big Dry Creek in Thornton, CO

Wright Water Engineers, Inc. (WWE) has prepared this memorandum to provide an assessment of seasonal baseflow conditions for Big Dry Creek which can be used as a basis for the conceptual design of various stream stabilization measures anticipated to be included as part of the Big Dry Creek Recreation and Floodplain Restoration Master Plan and Corridor Plan Project developed for the City of Thornton in Colorado. This analysis focused on the baseflow conditions associated with eight specific Big Dry Creek open space parcels owned by the City of Thornton and Adams County (Project Area). Attachment 1 provides a map illustrating the location of each open space parcel.

Hydrologic and Hydraulic Characteristics of Big Dry Creek

Big Dry Creek is approximately 33 miles long, begins in Jefferson County at Standley Lake, flows north and east through portions of Adams and Broomfield Counties, and eventually into Weld County until its confluence with the South Platte River. Historically, Big Dry Creek was an ephemeral channel which conveyed surface runoff and shallow groundwater flow from its watershed to the South Platte River. Presently, Big Dry Creek is a highly managed channel and conveys a steady baseflow of water throughout the year as a result of irrigation releases being made from Standley Lake, and wastewater treatment plant effluent from the cities of Broomfield, Westminster, and Northglenn. During precipitation events, the creek also conveys elevated stormflows beyond what it historically received as a result of the urbanizing watershed. Due to these changes in hydraulic regime, bank erosion is a common problem along many portions of Big Dry Creek.

The following language from the Flood Hazard Area Delineation (FHAD) Big Dry Creek Report (WWE, 2012) describes the erosion process currently occurring in Big Dry Creek:

The “flashy,” variable flows that occur in the watershed in response to storm events cause increased bank erosion by preventing the stream from reaching a state of equilibrium. Banks dry out at low flows, while at high flows water moves into the pore spaces in the soil, reducing

the pore space tension, and the soil becomes less cohesive and erosion prone (Bledsoe 2001). In order to balance the sediment transport capacity of the high flow, sediment is removed from the banks of the stream. In reality, Big Dry Creek is never really dry due to wastewater return flows and irrigation releases from reservoirs to the creek. Variability of these base flows, which cause the water surface in the creek to rise and fall, contribute to bank erosion due to water surface fluctuations and the fact that much of the water that comprises baseflows is “sediment hungry” since the releases/discharges to the creek typically have very low sediment levels. As sediment is removed from the bank, surface erosion, undercutting and sloughing can occur. As the flow recedes, the banks dry again, and the cycle repeats itself.

As identified in the Big Dry Creek FHAD Report, the constant wetting and drying of the channel banks during baseflow periods is adding to the accelerated bank erosion. The remainder of this memorandum is dedicated to assessing seasonal baseflow rate and depth fluctuations through the Project Area so that stream bank or other stream restoration practices can be adequately sized and designed to reduce bank undercutting and sloughing during low-flow periods.

Annual Flow Conditions in Big Dry Creek

There are two primary stream gages managed by the USGS located along Big Dry Creek: 1) USGS gage 06720820 Big Dry Creek at Westminster, CO (Westminster gage) which is the closest gage approximately 4 miles upstream of the start of the Project Area, and 2) USGS gage 0670990 Big Dry Creek at Mouth Near Fort Lupton, CO which is the closest gage approximately 11.5 miles downstream of the Project Area (see Figure 1). Between these gages, a series of point sources into and diversions out of Big Dry Creek are present. Table 1 provides a summary of the major point sources and diversions which affect flows in the Thornton Open Space Project Area between these two gages. All of the points sources and diversions listed in Table 1 are located upstream of the Project Area.

Table 1. Point Sources and Diversions Influencing Baseflows in Big Dry Creek in the Project Area (Average 2012 to 2015)

Point Sources		Diversions	
Name	Average Annual Contribution (ac-ft/year)	Name	Average Annual Diversion (ac-ft/year)
Broomfield WWTP	4430	Bull Canal	6970
Westminster WWTP	6470	Thornton Golf Course	200
		German Ditch	1680

The point sources and diversions listed in Table 1 significantly affect baseflows during various times of the year (non-irrigation versus irrigation season). As a result, the assessment of typical baseflow fluctuations in Big Dry Creek through the Project Area presented herein takes into consideration the point sources and diversions listed in Table 1.

Table 2 provides a monthly summary of the measured average hydrologic influence (cfs/month) from the point sources and diversions listed in Table 1 from 2012-2015.

Table 2. Summary of Measured Hydrologic Influences on Big Dry Creek in the Project Area (2012-2015* in average cfs/month)

Measured Flow Source	Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Broomfield WWTP	Inflow	3.9	5.9	6.7	6.6	8.9	7.7	7.1	6.8	7.4	7.5	2.8	2.1
Westminster WWTP	Inflow	10.6	10.6	11.0	11.2	10.7	7.1	6.1	5.2	5.0	8.0	10.6	10.4
Bull Canal	Diversion	0.0	0.0	0.0	1.7	4.0	28.0	36.8	31.3	11.6	0.0	0.0	0.0
Thornton Golf Course	Diversion	0.0	0.0	0.1	0.2	0.3	0.7	0.7	0.6	0.4	0.2	0.0	0.0
German Ditch	Diversion	0.0	0.0	1.9	5.3	2.0	5.4	5.0	4.9	4.5	0.6	0.9	0.0

*Bull Canal and WWTP data are more representative/reliable during the 2012-2015 time period, therefore this time period was used for all measured inflows/diversions

As shown in Table 2, irrigation-associated hydrologic influences in Big Dry Creek begin in April and generally continue until October. As a result, WVE separated our baseflow analysis into two specific seasons, non-irrigation season (October 1st through March 31st) and irrigation season (April 1st through September 30th).

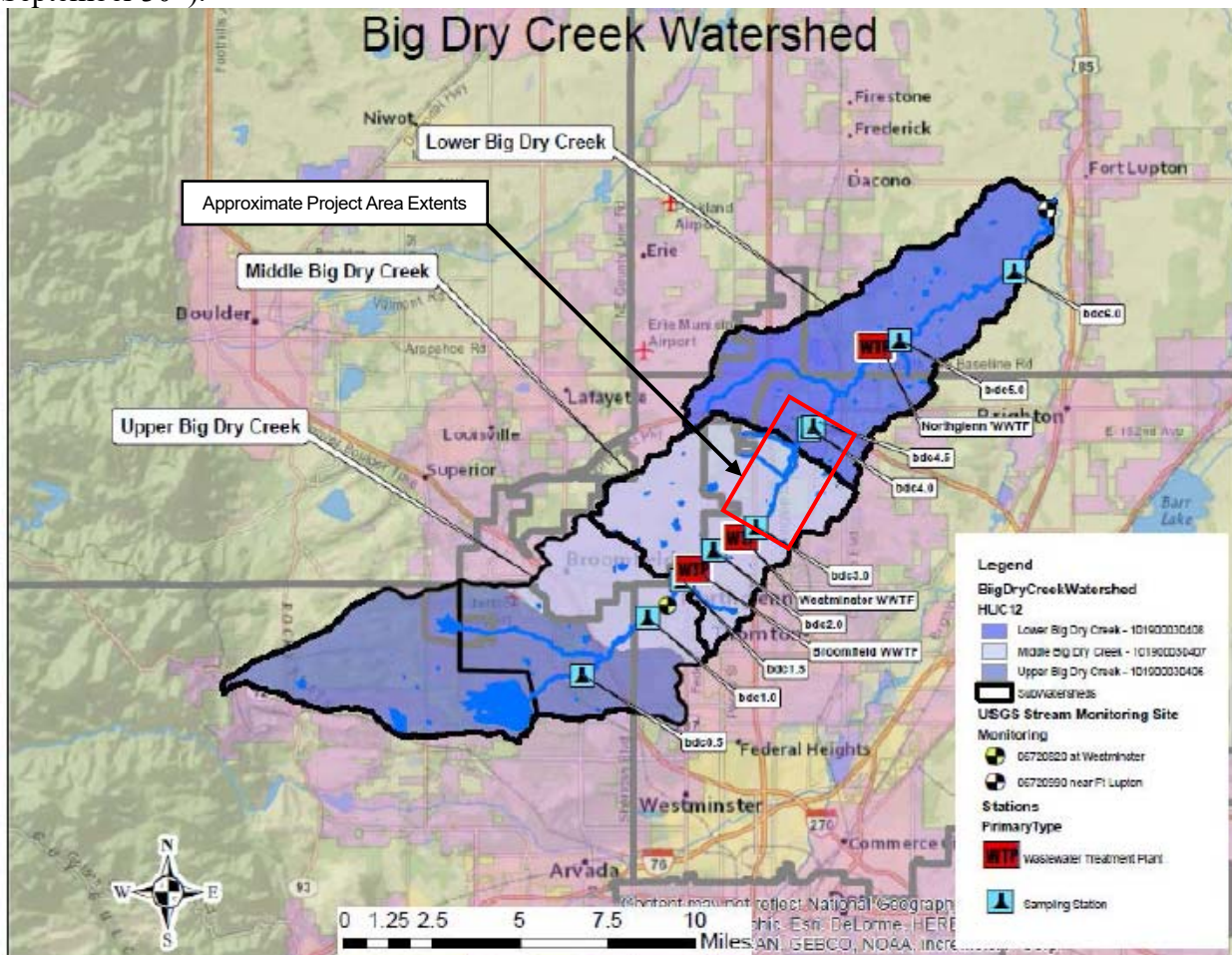


Figure 1. Map of Big Dry Creek Watershed Area – Adapted from CDPHE (2016)

Baseflow Analysis Summary

WWE estimated typical baseflow rate and depth fluctuations in Big Dry Creek through the Project Area using the following process:

1. Daily average streamflow data collected at the Westminster Gage from October 1, 1999 through September 30, 2016 were downloaded from the USGS (2016).
2. Average daily flow values for each point source or diversion were estimated by dividing the total monthly diversion by the number of days associated with each month, as summarized in Table 2. These average daily flows from each point source and diversion were then added to and subtracted from, respectively, the daily average streamflow data collected as part of step 1 (above).
3. The contributing drainage area to the Westminster Gage as reported by the USGS (2016) is approximately 43.9 square miles. Because the Project Area is well downstream of the Westminster Gage, the average daily flow estimates calculated from step 2 (above) were increased by the ratio of the average contributing drainage area associated with the Project Area (72.8 square miles) to the drainage area associated with the gage (43.9 square miles), in order to reasonably account for additional input of non-point source inflow into Big Dry Creek between the Westminster Gage and the Project Area ($72.8/43.9 = 1.66$).
4. Seasonal flow duration curves (non-irrigation and irrigation season) were then developed from this data. Figure 2 and Figure 3 show the calculated flow duration curves for the non-irrigation season and irrigation season through the Project Area, respectively. The typical range of baseflow fluctuations for non-irrigation and irrigation season were assumed to correspond to the 50th and 95th percentile flows as shown in Figures 2 and 3. Table 3 provides a numerical summary of 50th and 95th percentile flows for the annual, non-irrigation season and irrigation season.
5. These flows were then input into the Big Dry Creek HEC-RAS model, developed as part of the Big Dry Creek FHAD (UDFCD, 2012). Table 4 provides a summary of the depth fluctuations associated with the anticipated range of baseflow conditions for specific HEC-RAS cross sections within each Thornton and Adams County open space parcel.

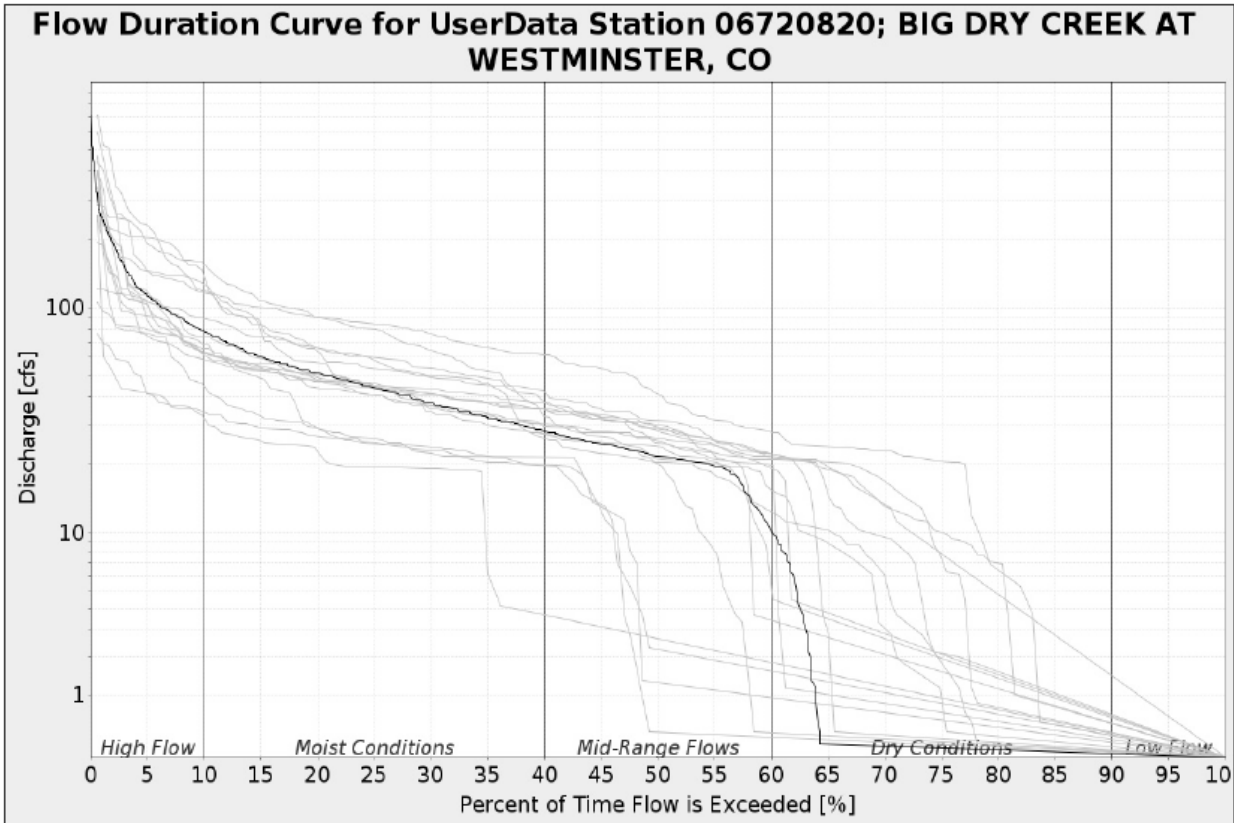


Figure 2. Big Dry Creek Irrigation Season Flow Duration Curve through Project Area

As shown in Figure 2, there is a discontinuity in the flow duration curve during the irrigation season when flows drop below approximately 11 cfs. This discontinuity is a result of the diversions which occur between the Westminster gage and the Project Area. During these lower flow periods, diversions remove a significant portion of the flow in Big Dry Creek, potentially drying out the creek, or reducing flows to less than 1 cfs.

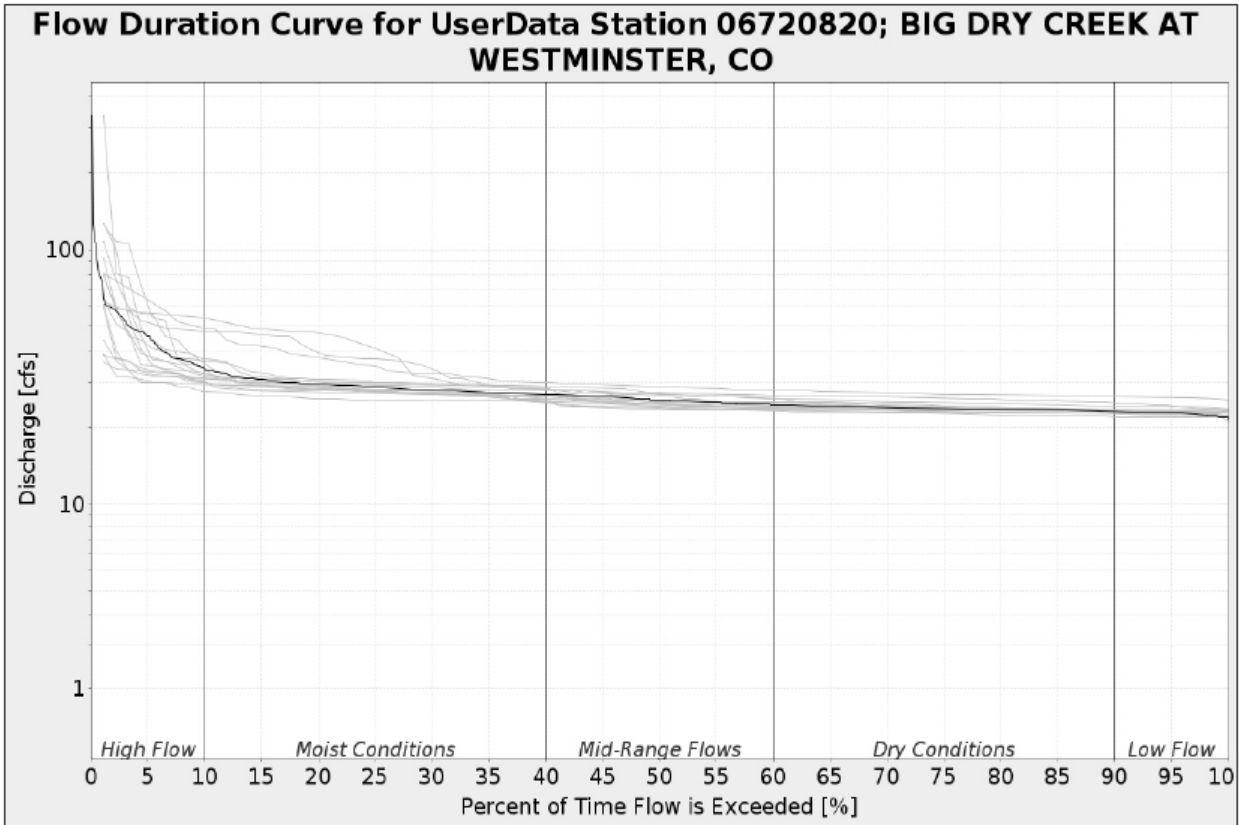


Figure 3. Big Dry Creek Non-Irrigation Season Flow Duration Curve through Project Area

Table 3. Anticipated Range of Baseflow Rate Conditions by Season through the Project Area

Percentile (%)	Irrigation Season (cfs)			Non-Irrigation Season (cfs)		
	Max	Min	Mean	Max	Min	Mean
50	41	0.2	21.7	29	24	25.7
95	1.5	0.1	0.1	24.5	22	22.8

Summary and Conclusions

As shown in Table 3, the largest fluctuations in baseflow conditions occur during the irrigation season. However, the mean baseflow condition during the non-irrigation season remains relatively constant, and is generally higher than the mean baseflow encountered during the irrigation season. As a result, the expected baseflow range between 0.5 cfs and 26 cfs was used to evaluate typical flow depth ranges in Big Dry Creek through the Project Area. Table 4 provides a summary of these results for each City of Thornton and Adams County open space parcel associated with the Project Area.

Table 4. Anticipated Range of Baseflow Depths during the Irrigation Season through the Project Area

HEC-RAS Cross Sections ¹	Anticipated Flow Range	Corresponding Maximum Approximate Depth (ft)	Thornton and Adams County Open Space Parcel
93575 to 88811 (6 cross sections total)	26 cfs	1.90	1
	0.5 cfs	0.52	
87468 to 86029 (3 cross sections total)	26 cfs	1.31	2
	0.5 cfs	0.33	
84938 to 79836 (10 cross sections total)	26 cfs	1.88	3
	0.5 cfs	0.54	
79777 to 77145 (8 cross sections total)	26 cfs	1.68	4
	0.5 cfs	0.5	
76983 to 74137 (6 cross sections total)	26 cfs	1.71	5
	0.5 cfs	0.54	
70375 to 69694 (5 cross sections total)	26 cfs	1.68	6
	0.5 cfs	0.44	
68167 to 65921 (3 cross sections total)	26 cfs	1.48	7
	0.5 cfs	0.38	
64768 to 64677 (4 cross sections total)	26 cfs	1.0	8
	0.5 cfs	0.18	
Average for all cross sections	26 cfs	1.58	Average for all Parcels
	0.5 cfs	0.42	
Maximum for all cross sections	26 cfs	1.90	Maximum for all Parcels
	0.5 cfs	0.54	
Minimum for all cross sections	26 cfs	0.99	Minimum for all parcels
	0.5 cfs	0.18	

¹See UDFCD (2012) for a map illustrating the location of each HEC-RAS cross section

As shown in Table 4, the maximum depth associated with the 50th percentile irrigation season flow is approximately 1.9 feet. The average depth associated with the 95th percentile irrigation season flow is approximately 0.5 feet. In addition to examining the average 50th and 95th percentile irrigation season flows, WWE ran the same analysis with the maximum 50th percentile irrigation season flow of 41 cfs. The results suggested that the maximum flow depth associated with 41 cfs corresponds to approximately 2.3 feet.

Based on the results of this analysis, WWE is recommending stream restoration projects within the Project Area provide a low flow channel with a design depth equal to approximately 0.5 feet, and stabilize the channel banks a minimum depth of 3.0 feet above the toe of the channel bank in order to help reduce channel bank erosion associated with baseflow fluctuations. Due to the importance of maintaining a stable bank toe to help reduce channel migration and erosion, stabilizing the banks to a minimum depth of 3 feet is recommended to help provide a reasonable amount of freeboard between the top of the baseflow water surface and the limits of the bank stabilization.

References

Bledsoe, B. 2001. Relationships of stream responses to hydrologic changes. Linking Stormwater BMP Designs and Performance to Receiving Water Impact Mitigation: Proceedings of an Engineering Foundation Conference, August 19-24, 2001, Snowmass Village, Colorado, pp. 127-144. Edited by Ben R. Urbonas. United Engineering Foundation, Environmental and Water Resources Institute of ASCE.

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Urban Drainage and Flood Control District (UDFCD), 2012. Flood Hazard Area Delineation Big Dry Creek. Prepared by Wright Water Engineers, Inc. 2490 W. 26th Ave., Suite 100A Denver, CO 80211. Available at: < <http://udfcd.org/>>

United States Geological Survey (USGS), 2016. USGS Gage 06720820 Big Dry Creek at Westminster, CO. Data accessed October, 2016. Available at:
< http://waterdata.usgs.gov/nwis/inventory?agency_code=USGS&site_no=06720820>

Wright Water Engineers, Inc. (WWE), 2016. Big Dry Creek Annual Water Quality Summary for 2015. Prepared for the Big Dry Creek Watershed Association Board of Directors. Wright Water Engineers, Inc. 2490 W. 26th Ave., Suite 100A Denver, CO 80211. Available at:
< <http://www.bigdrycreek.org/>>

Attachments:

Attachment 1 – Big Dry Creek Corridor Master Plan Parcels

cc:

Kevin Shanks, THK
Brandon Parsons, THK
Scott Schreiber, Matrix Design Group

Z:\Project Files\16\161-063\161-063.000\Engineering\Flow Duration Curves\Design Flow Memorandum\BDC Masterplan Design Baseflows 2010105.docx

Big Dry Creek Recreation and Restoration Master Plan Corridor



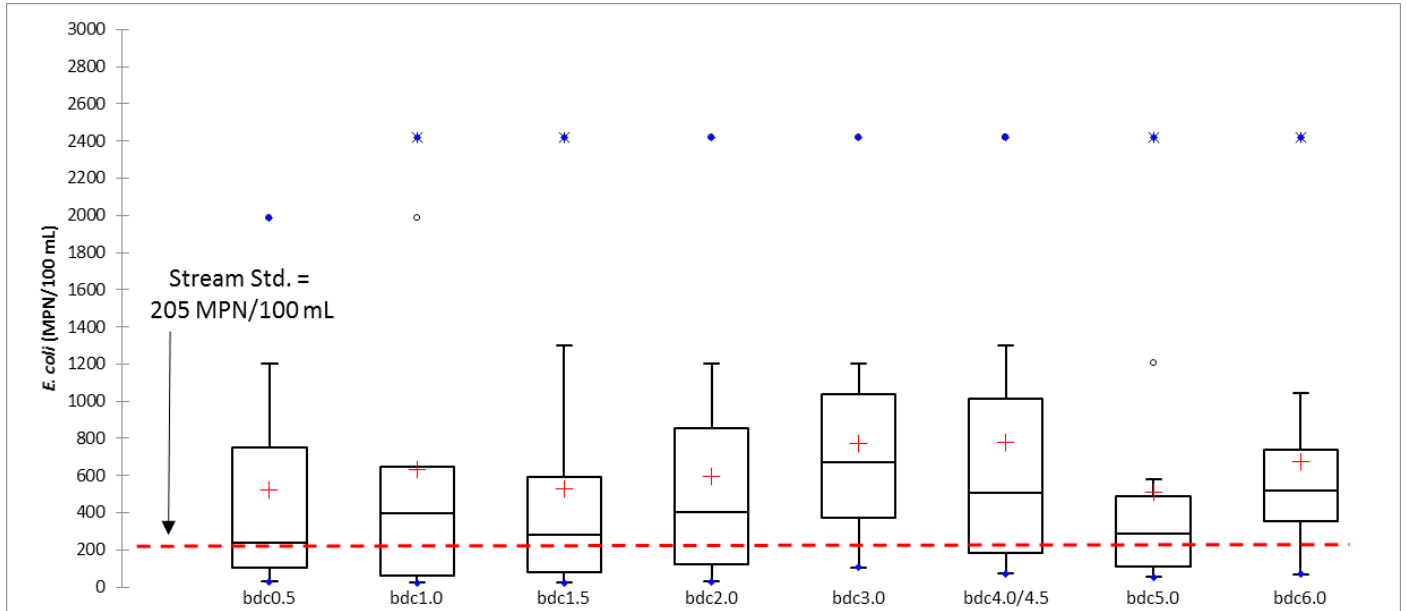
 CITY OF THORNTON, COLORADO
9500 CIVIC CENTER DRIVE
THORNTON, COLORADO 80229-4326

1 inch = 3,000 feet



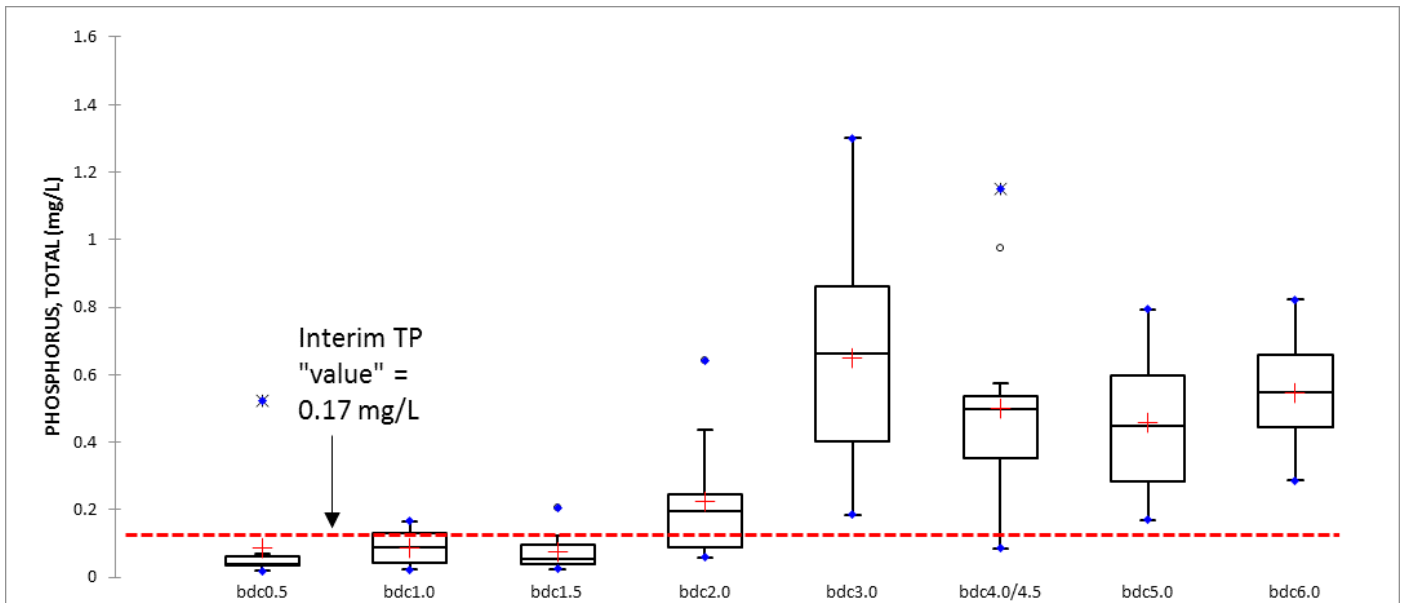
Appendix E: Water Quality Box and Whisker Plots

Big Dry Creek *E. coli* Boxplots (2011-2015)



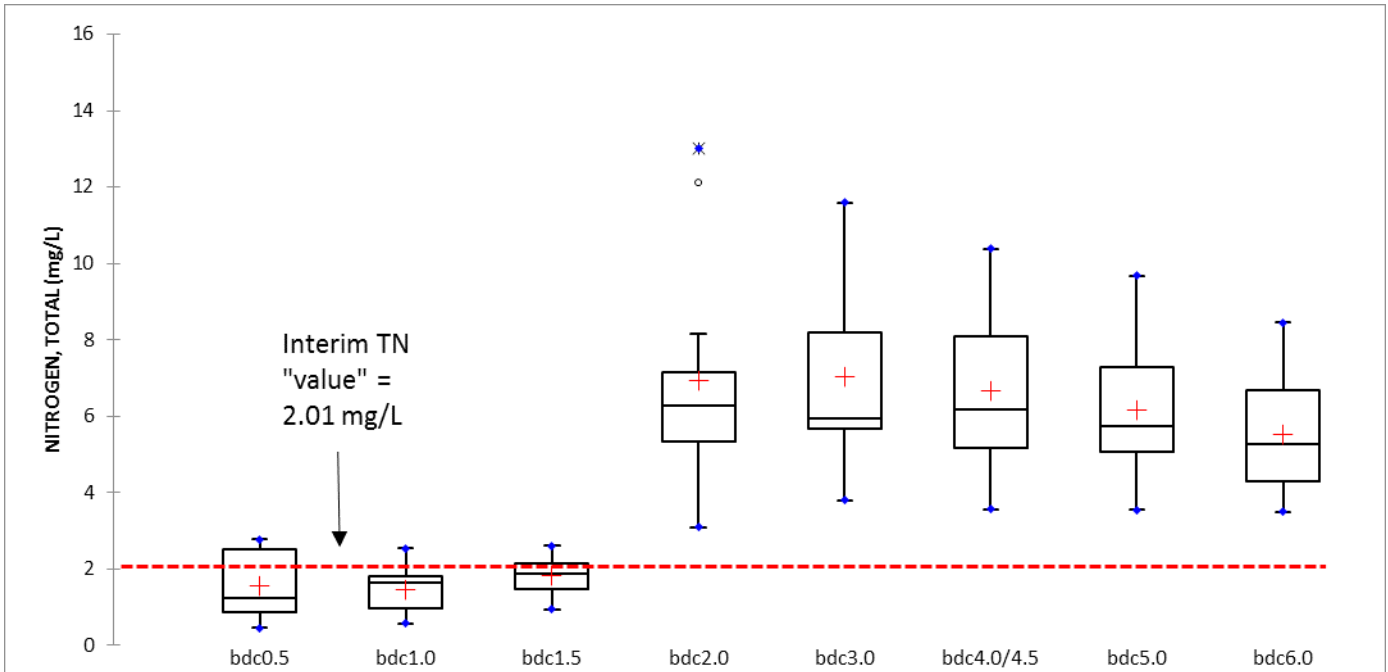
(Source: WWE 2016)

Big Dry Creek 2015 Total Phosphorus



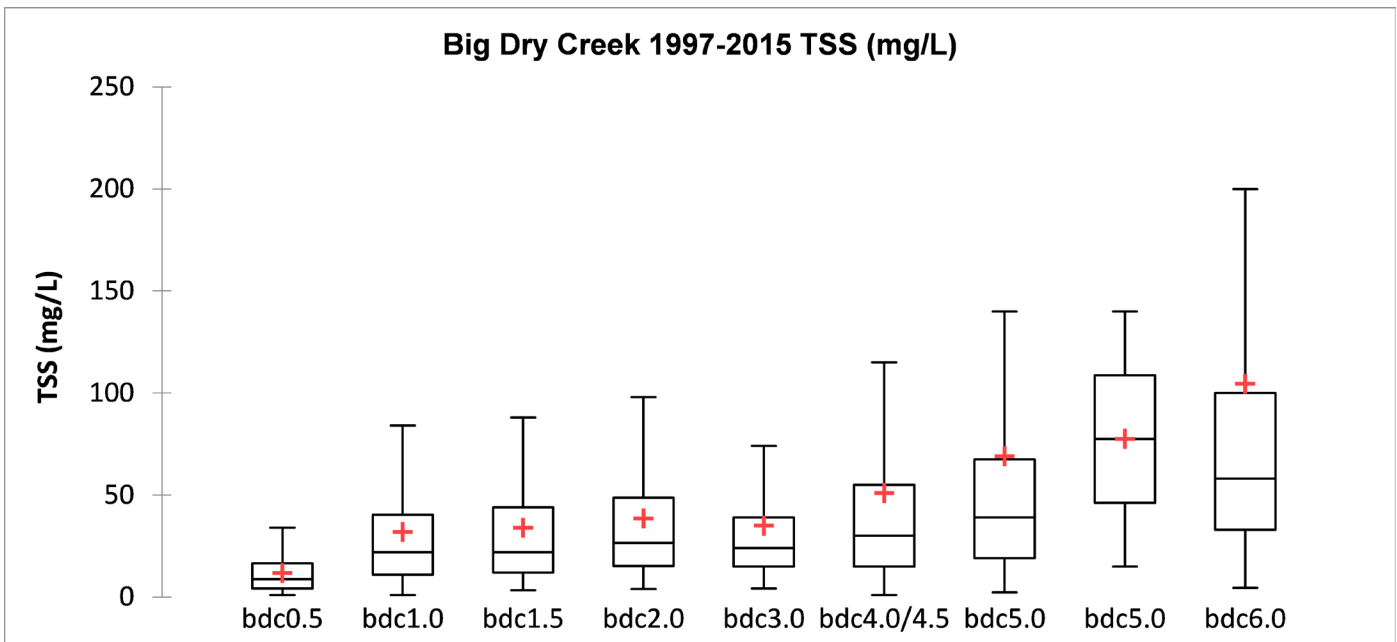
(Source: WWE 2016)

Big Dry Creek 2015 Total Nitrogen

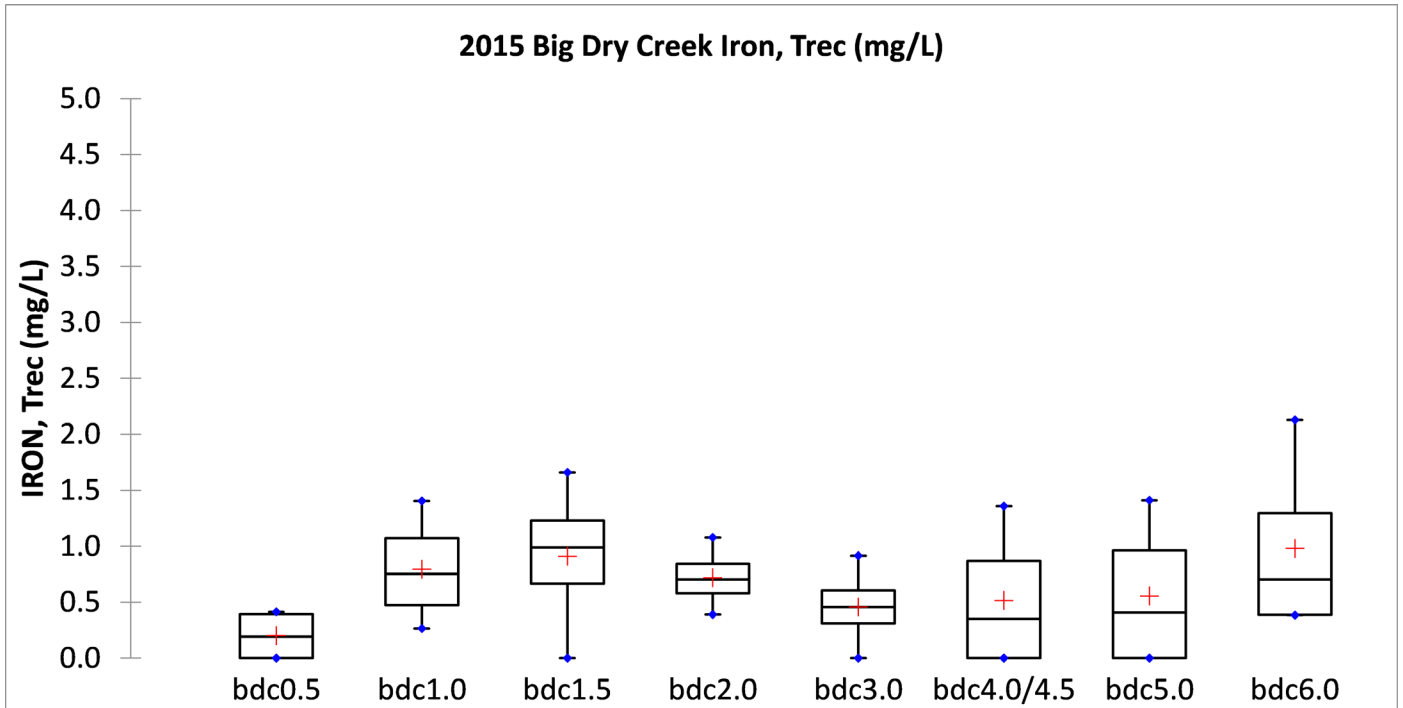


(Source: WWE 2016)

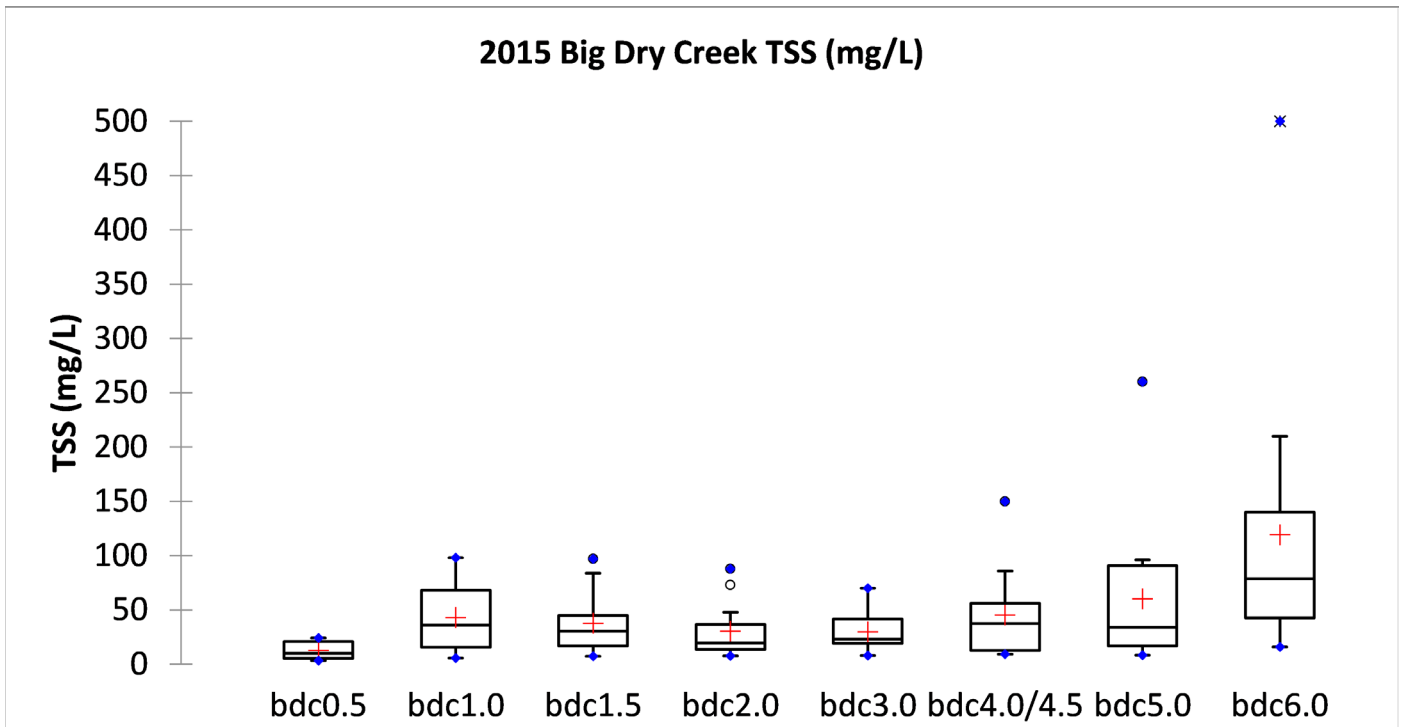
Big Dry Creek TSS (1997-2015)



Big Dry Creek 2015 Total Iron

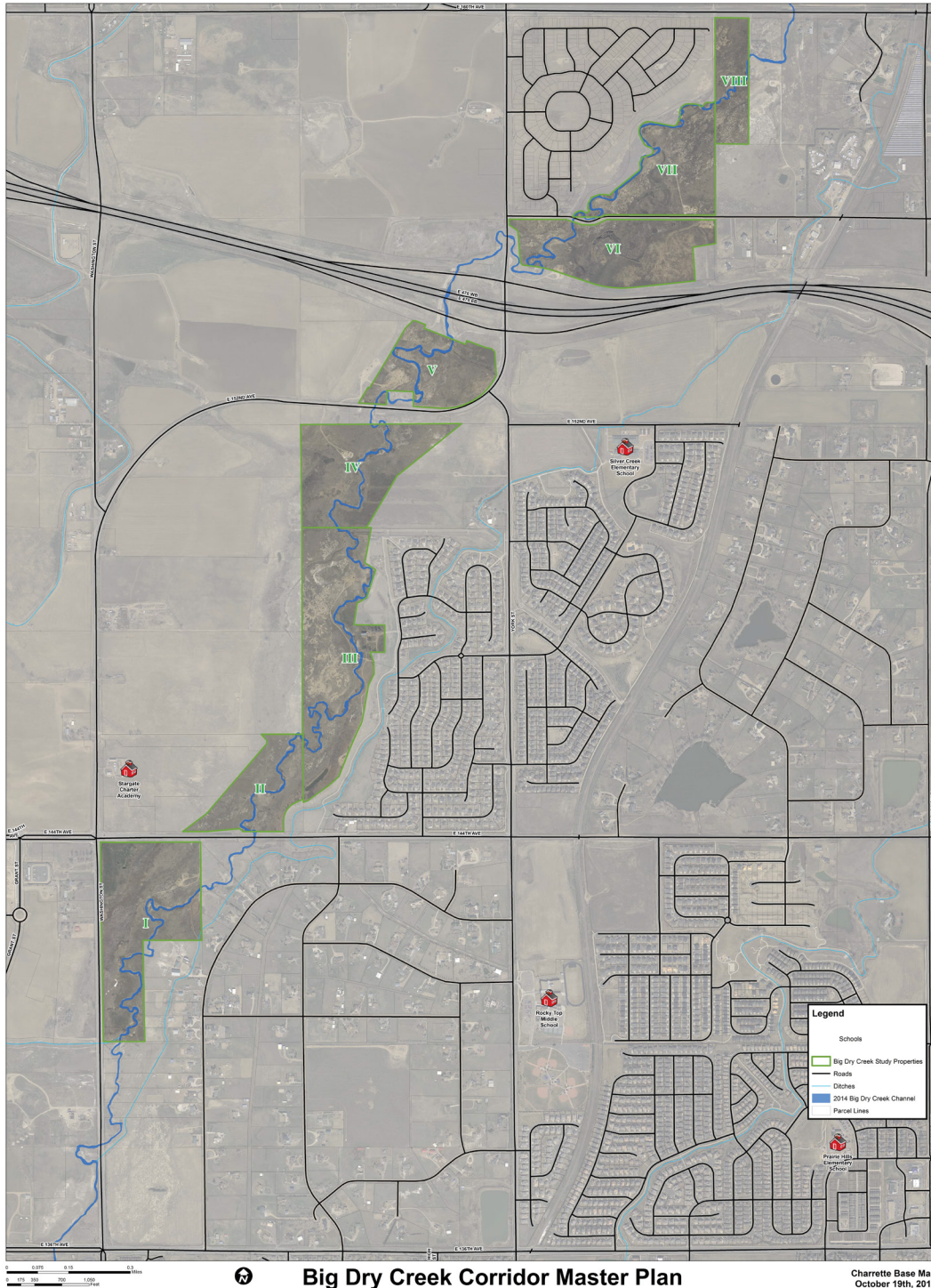


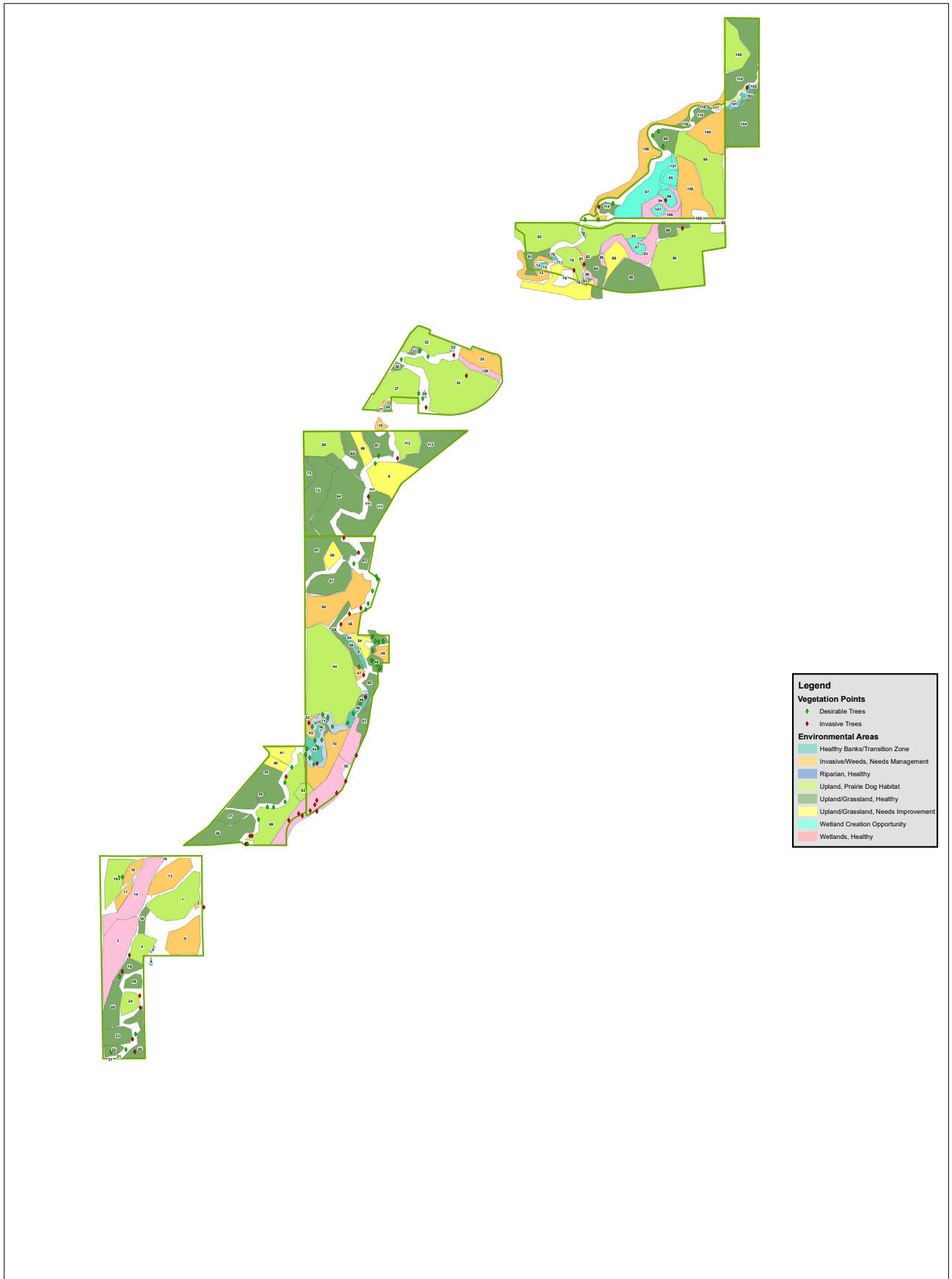
Big Dry Creek 2015 TSS



Appendix F: Planning Map Overlays

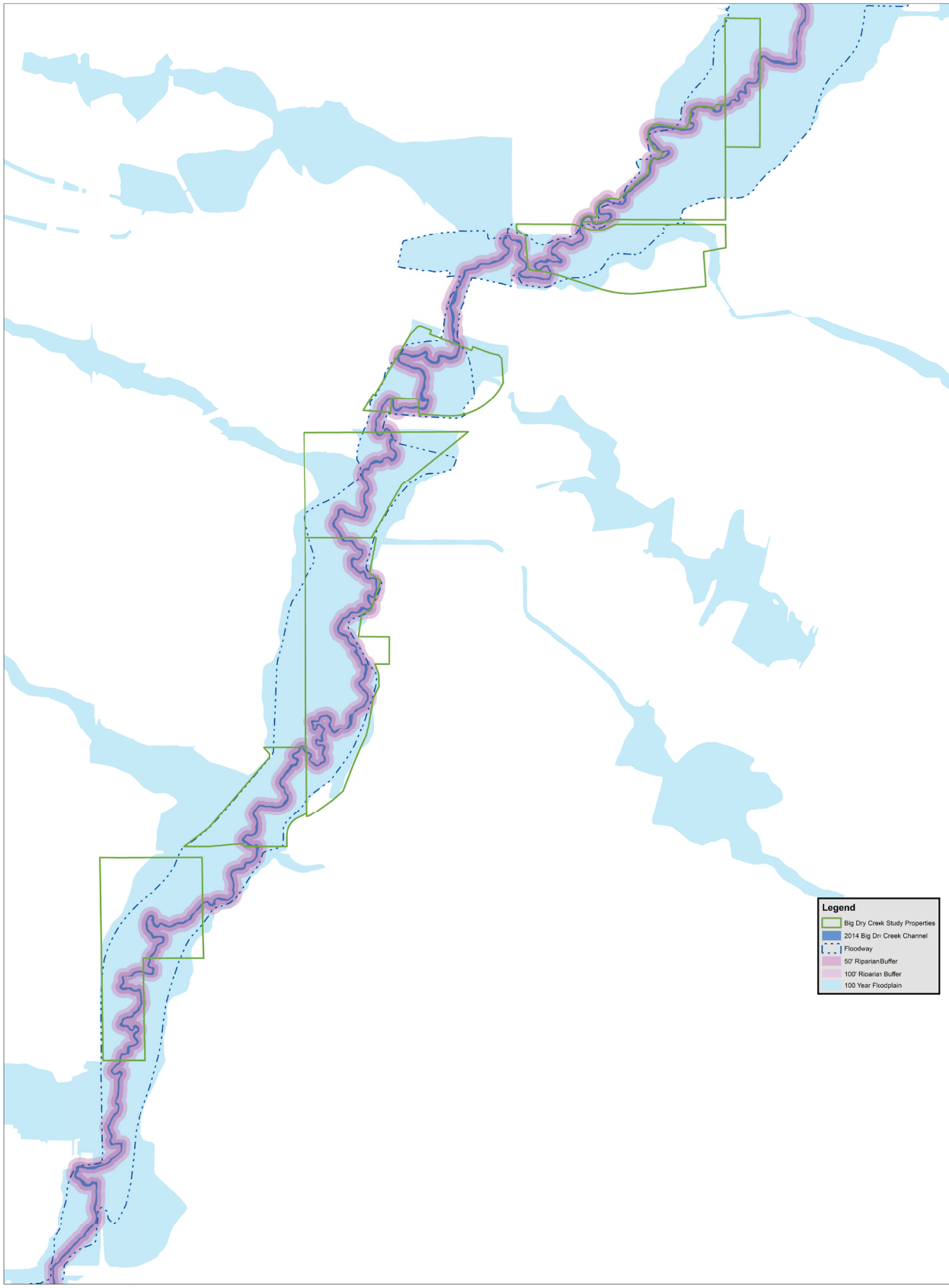
In October of 2016, the Design Team produced multiple transparent map overlays each showing different physical site conditions. The maps were overlaid so the design team could determine how the physical site conditions related in an effort to understand which areas were appropriate for which uses. This exercise ultimately determined which areas were best suited for recreational improvements, restoration and environmental protection.





Big Dry Creek Corridor Master Plan

Environmental Overlay Map
October 18th, 2016

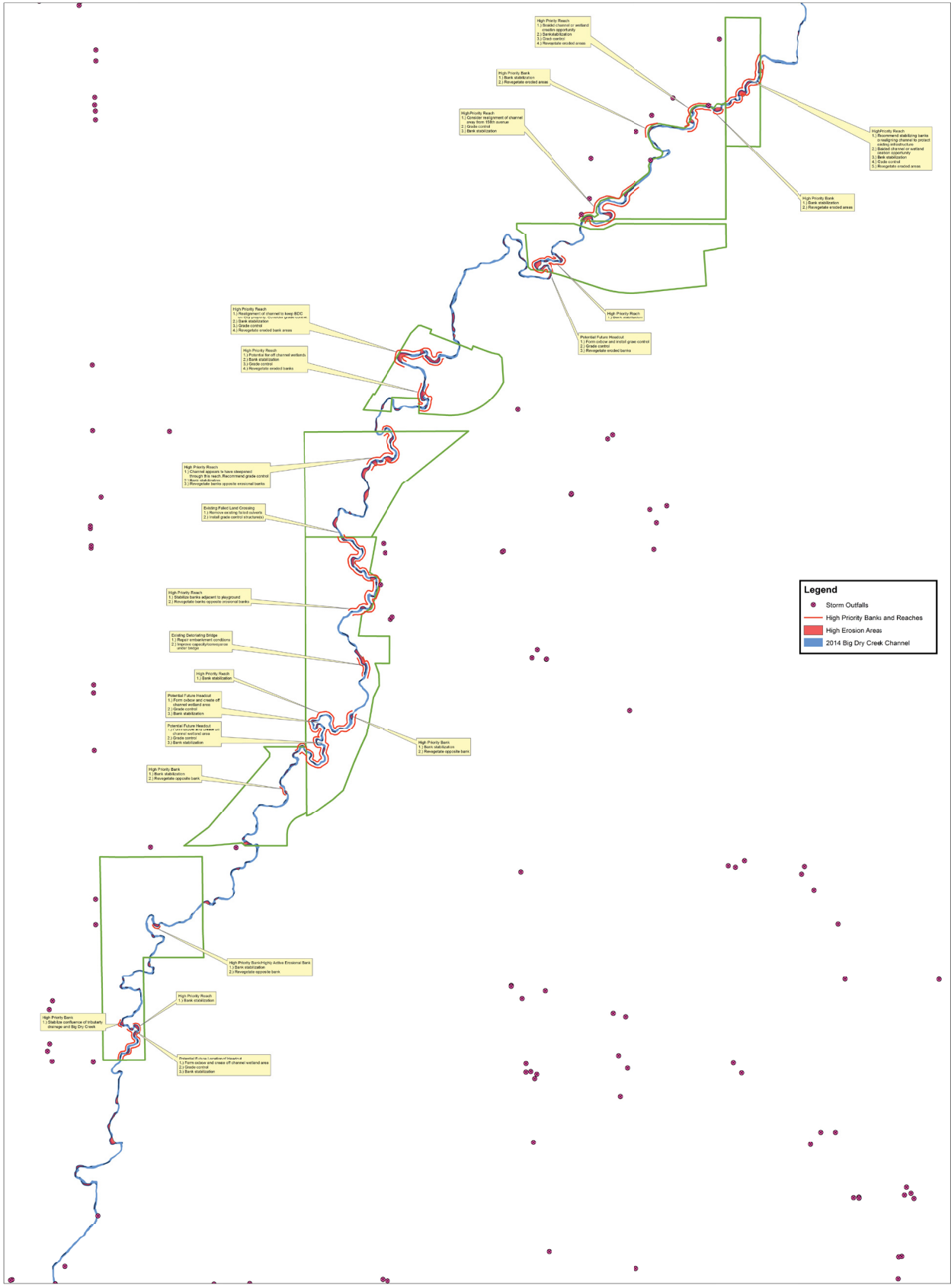


0 0.075 0.15 0.3
0 25 50 100 150 Feet



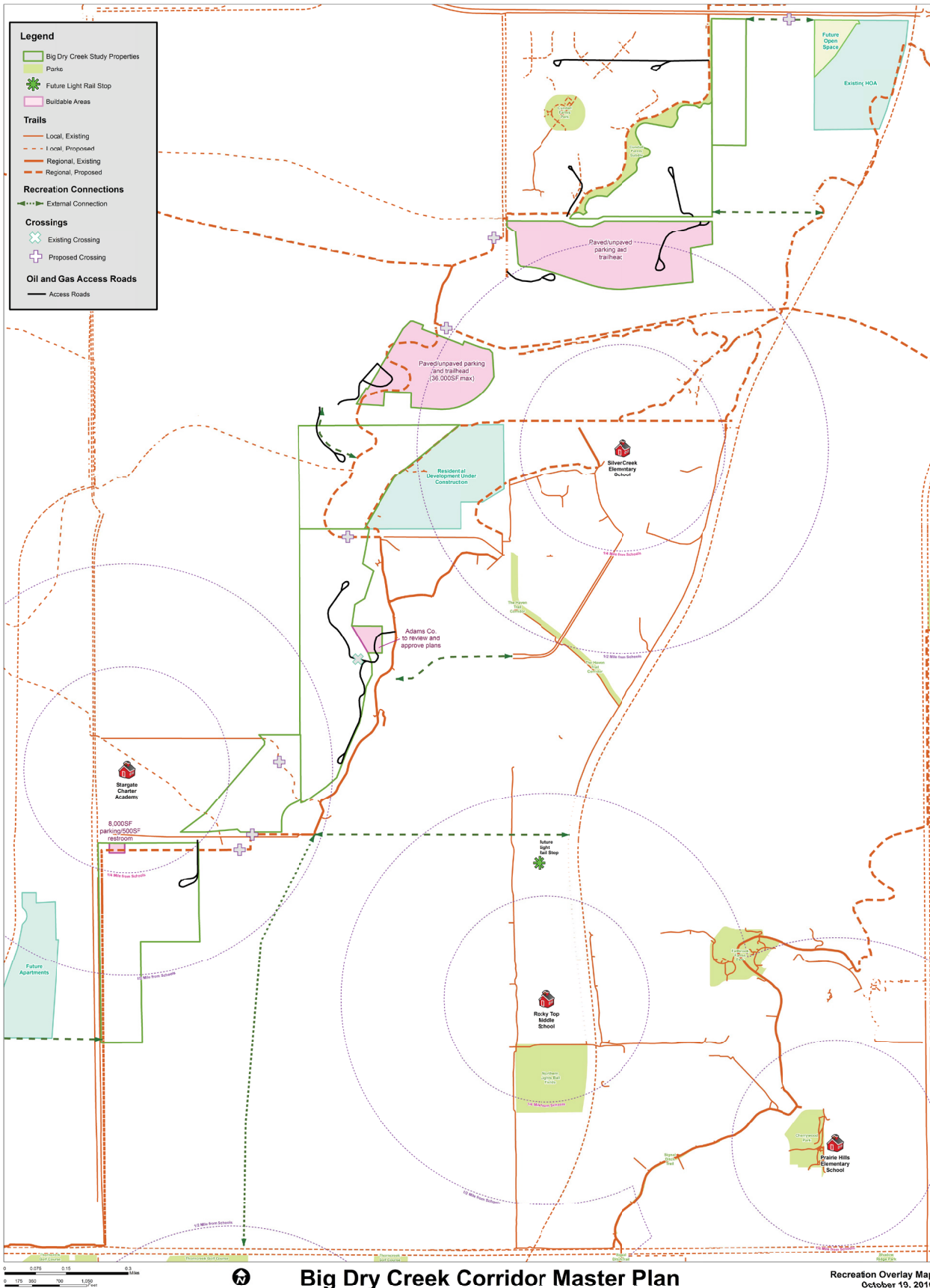
Big Dry Creek Corridor Master Plan

Floodplain and Riparian Corridor Overlay Map
October 19th, 2016



Big Dry Creek Corridor Master Plan

Hydraulics Overlay Map
October 19th, 2016

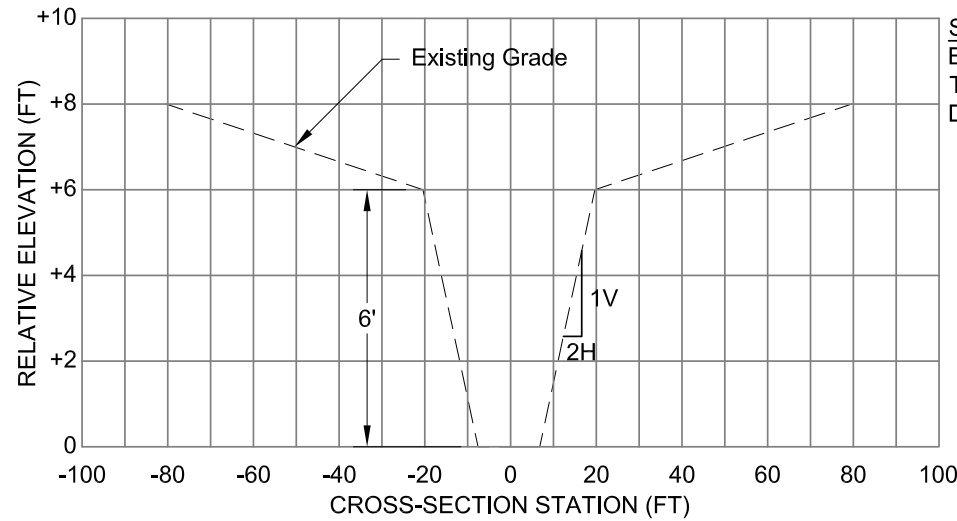


Big Dry Creek Corridor Master Plan

Recreation Overlay Map
October 10, 2016

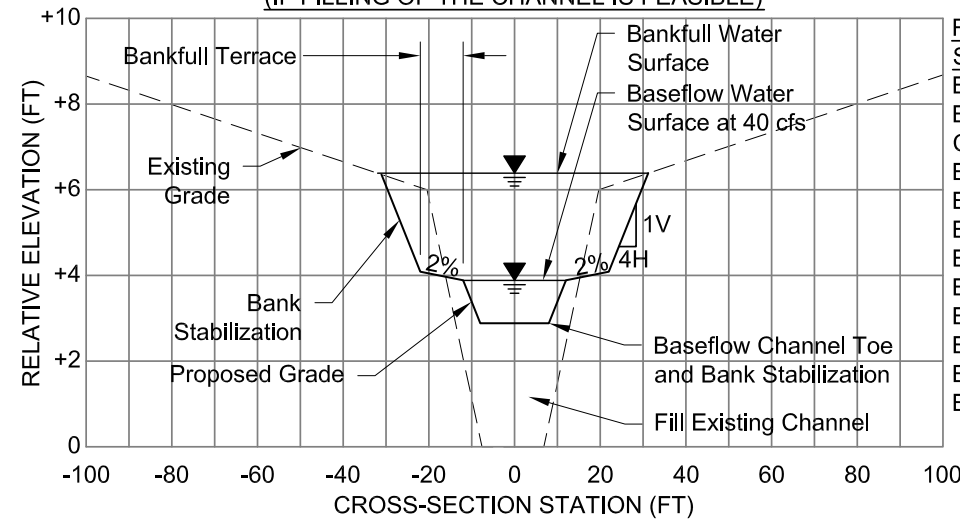
Appendix G: Recommended Channel Cross Sections by Parcel

PARCEL 1 - TYPICAL EXISTING CROSS-SECTION



SUMMARY INFORMATION
 Bottom Width $\approx 15' \pm$
 Top Width $\approx 40' \pm$
 Depth $\approx 6' \pm$

PARCEL 1 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)

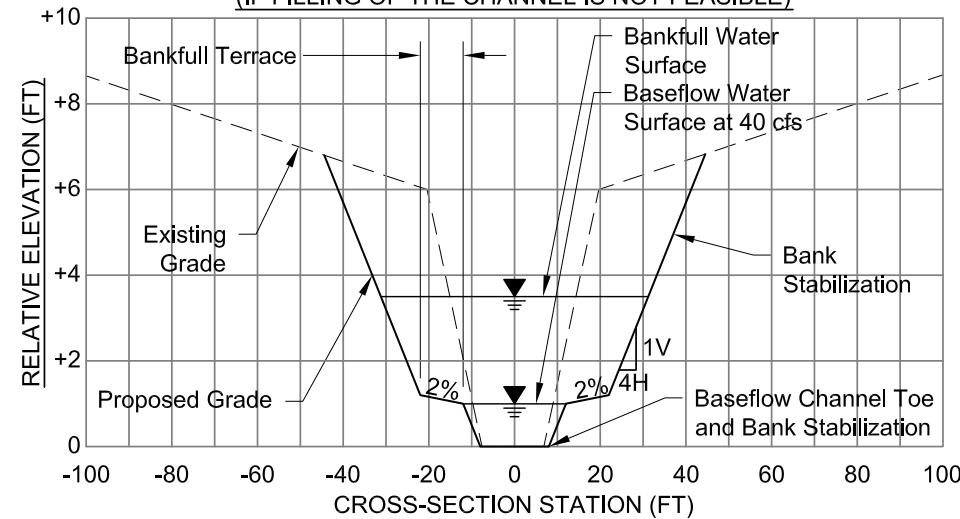


RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel manning's "n" ≈ 0.04

GENERAL NOTES:

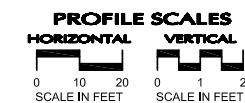
1. Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross section is based on the following:
 - 2.1. The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - 2.2. The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
3. When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

PARCEL 1 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



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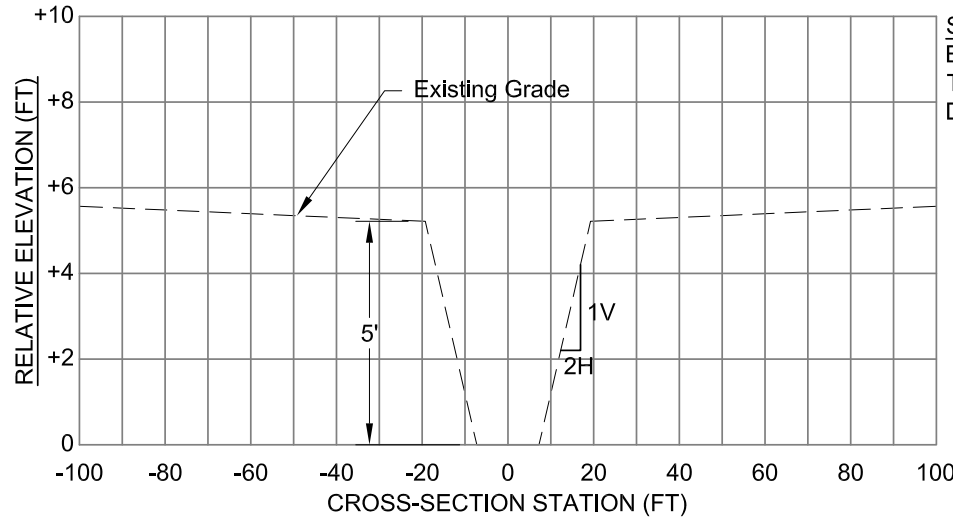
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APPROVAL	-
SCALE	SHOWN
BDC Typical Sections by Parcel_0117.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 1 RECOMMENDED CHANNEL CROSS-SECTIONS

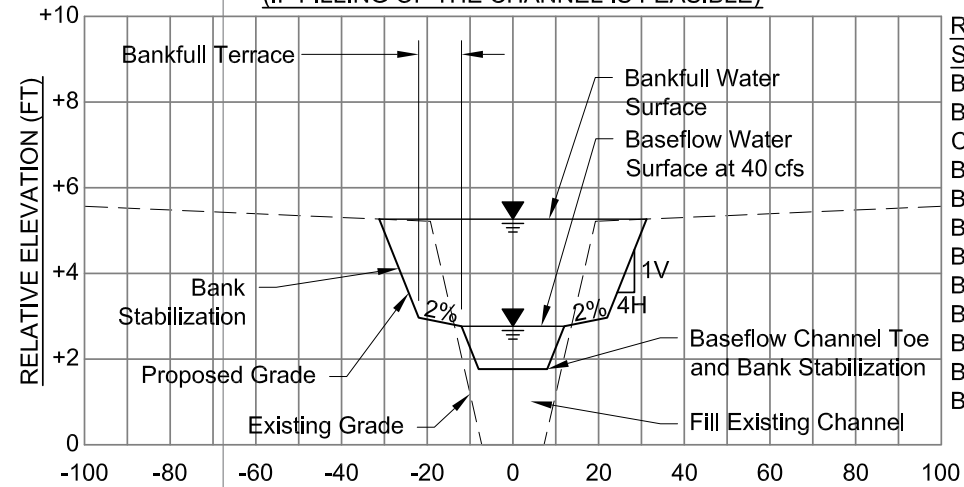
JOB NO. 161-063.000
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PARCEL 2 - TYPICAL EXISTING CROSS SECTION



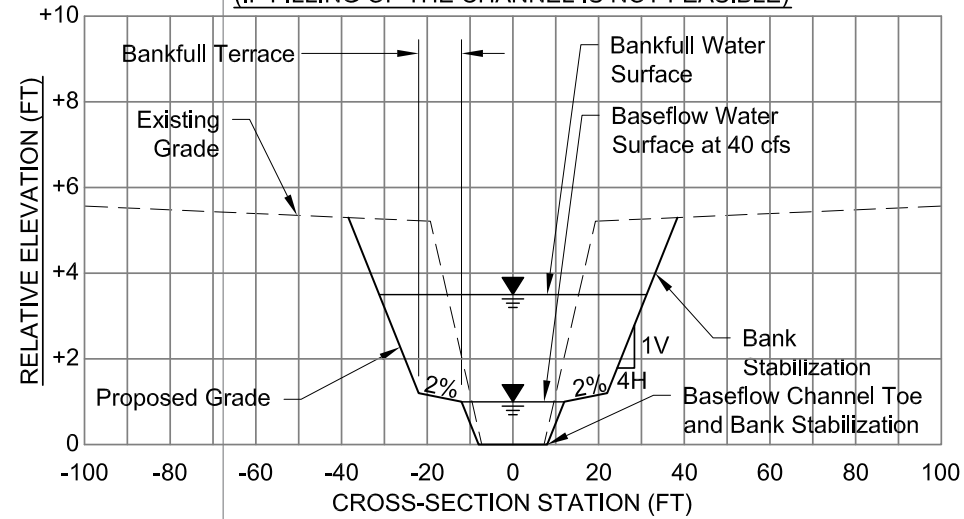
SUMMARY INFORMATION
 Bottom Width $\approx 15' \pm$
 Top Width $\approx 40' \pm$
 Depth $\approx 5' \pm$

PARCEL 2 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)



RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel Manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel Manning's "n" ≈ 0.04

PARCEL 2 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



GENERAL NOTES:

- Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
- Design flow criteria for the recommended channel cross section is based on the following:
 - The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gauge's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
- When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

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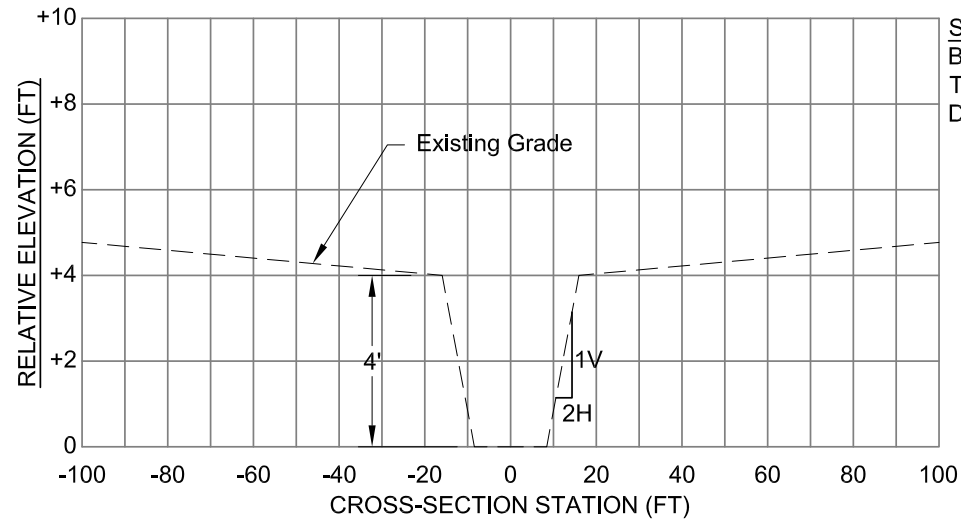
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BDC Typical Sections by Parcel_IHT.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 2 RECOMMENDED CHANNEL CROSS-SECTIONS

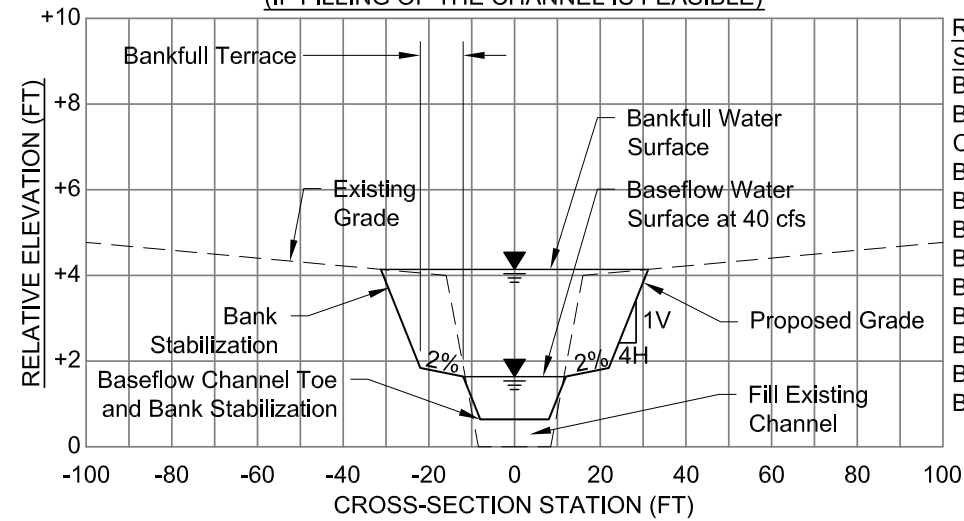
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PARCEL 3 - TYPICAL EXISTING CROSS SECTION



SUMMARY INFORMATION
 Bottom Width $\approx 17' \pm$
 Top Width $\approx 32' \pm$
 Depth $\approx 4' \pm$

PARCEL 3 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)

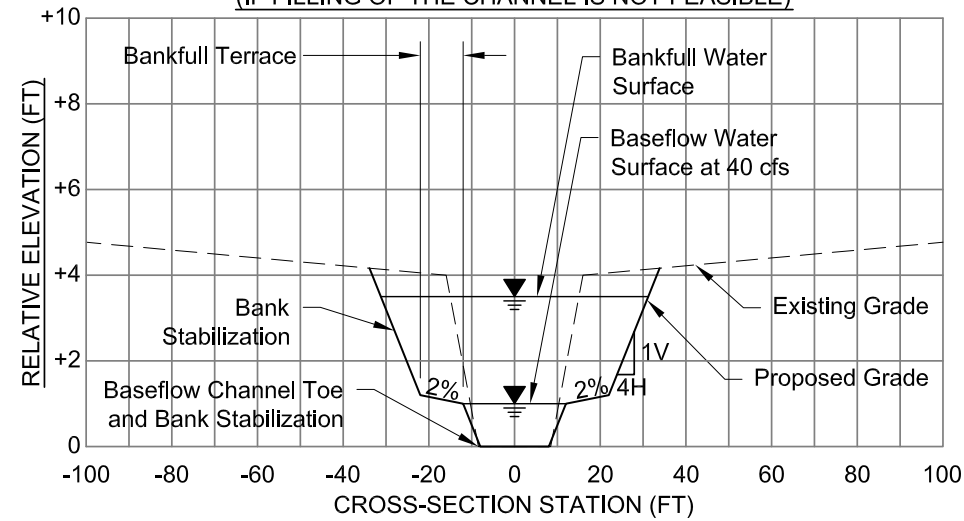


RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel manning's "n" ≈ 0.04

GENERAL NOTES:

1. Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross section is based on the following:
 - 2.1. The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - 2.2. The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gauge's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
3. When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

PARCEL 3 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



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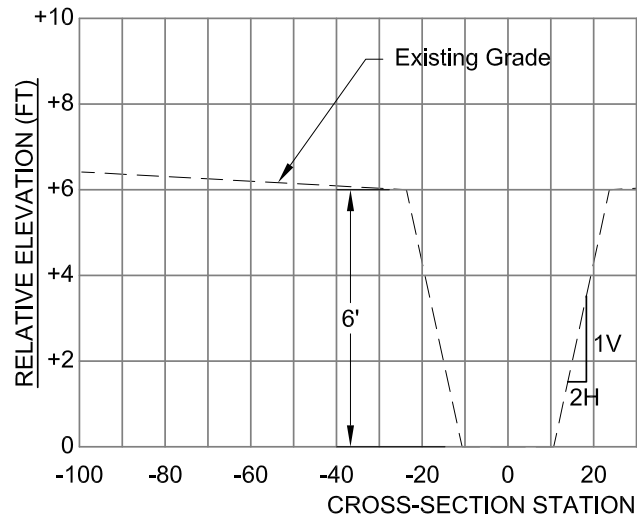
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BDC Typical Sections by Parcel_0117.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 3 RECOMMENDED CHANNEL CROSS-SECTIONS

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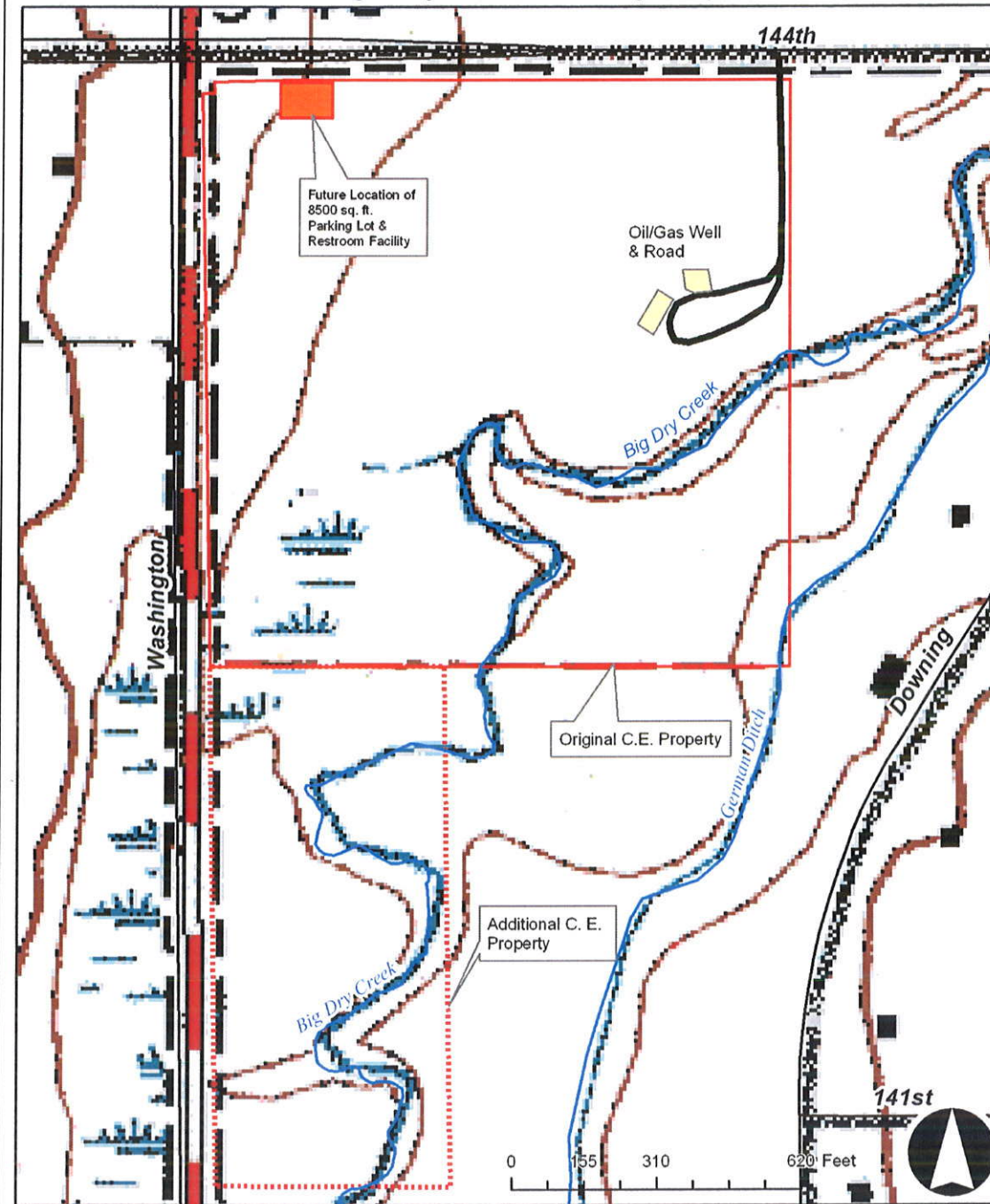
PARCEL 4 - TYPICAL EXISTING CRO



GENERAL NOTES:

1. Typical existing channel cross sections were developed through each of the Master Plan Project Area Parcels (Drainageway Plan Conceptual Design Report." Each cross-section is relative to the channel centerline and the invert of the culvert. The cross-sections created by visually averaging the bottom widths, depth, and channel slope. Cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross-sections are as follows:
 - 2.1. The estimated bankfull discharge was calculated using USGS 06720820 Big Dry Creek at Westminster. The discharge was then increased by the ratio of the relative contributing watershed area of the Project Area to the gage's watershed area, and by the slope of the gage.
 - 2.2. The baseflow channel discharge was estimated from the USGS 06720820 Big Dry Creek at Westminster. The baseflow was estimated from the streamflow duration curve, daily average streamflow, the relative contributing watershed area associated with the Project Area, and by the average daily point source diversions out of Big Dry Creek (decreases) in the irrigation season.
3. When feasible, it is generally recommended to fill the culvert or install grade controls to facilitate some natural channel filling. If the culvert cannot be raised (i.e. downstream of an existing culvert cross-section should be utilized in conjunction with 4:1

Exhibit B: 144th Ave. and Washington Street - Big Dry Creek Property



RECOMMENDED CHANNEL SECTION
PRIMARY INFORMATION

- efflow Discharge \approx 26 to 40 cfs
- kfull Discharge \approx 418 cfs
- channel Slope \approx 0.002 ft/ft \pm
- efflow Channel Bottom Width \approx 16 ft \pm
- efflow Channel Side Slopes = 4H:1V
- efflow Channel Depth \approx 1 ft \pm
- efflow Channel manning's "n" \approx 0.03
- kfull Terrace \approx 10 ft \pm
- kfull Channel Top Width \approx 62 ft \pm
- kfull Channel Side Slopes = 4H:1V
- kfull Depth \approx 3.5 ft \pm
- kfull Channel manning's "n" \approx 0.04

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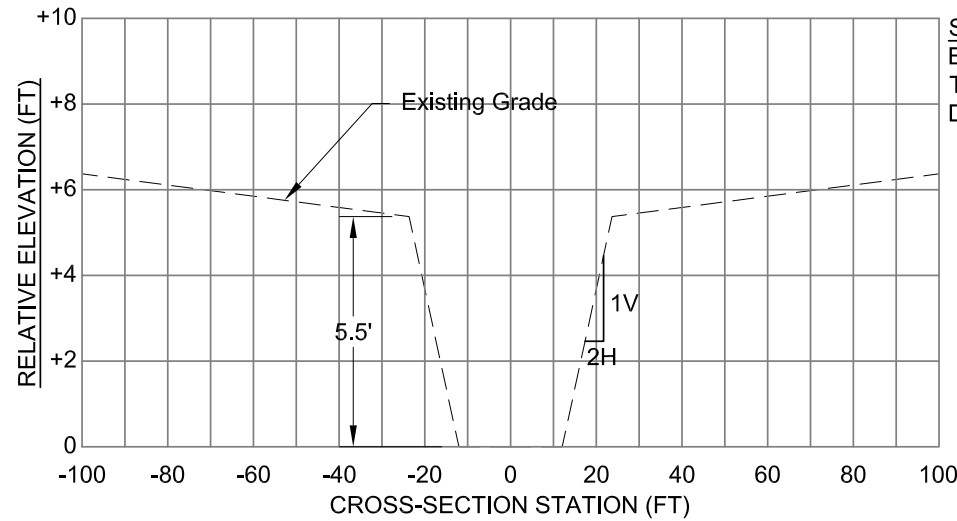
CREATION AND FLOODPLAIN
MASTER PLAN

JOB NO.
161-063.000

PARCEL 4
RECOMMENDED CHANNEL
CROSS-SECTIONS

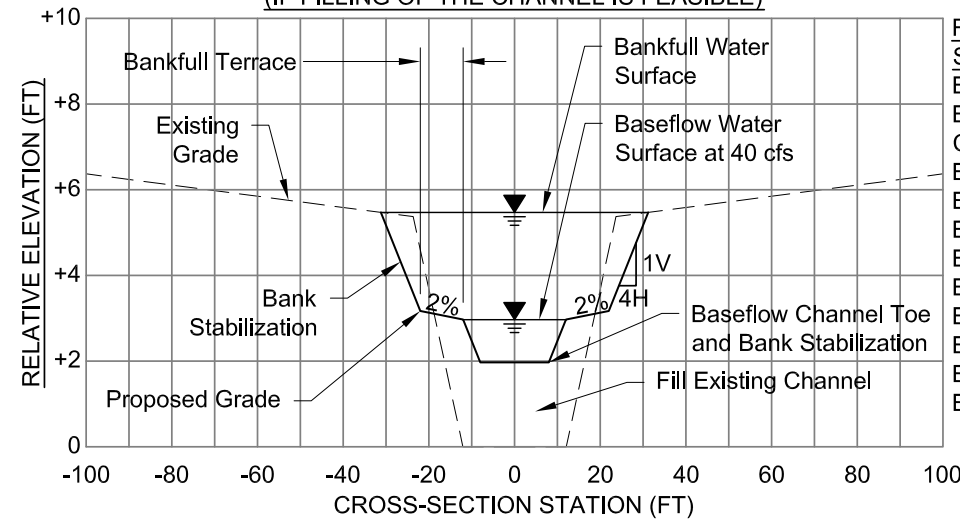
REVISION NO.
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SHEET NO.
4/8

PARCEL 5 - TYPICAL EXISTING CROSS SECTION



SUMMARY INFORMATION
 Bottom Width $\approx 24' \pm$
 Top Width $\approx 45' \pm$
 Depth $\approx 5.5' \pm$

PARCEL 5 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)

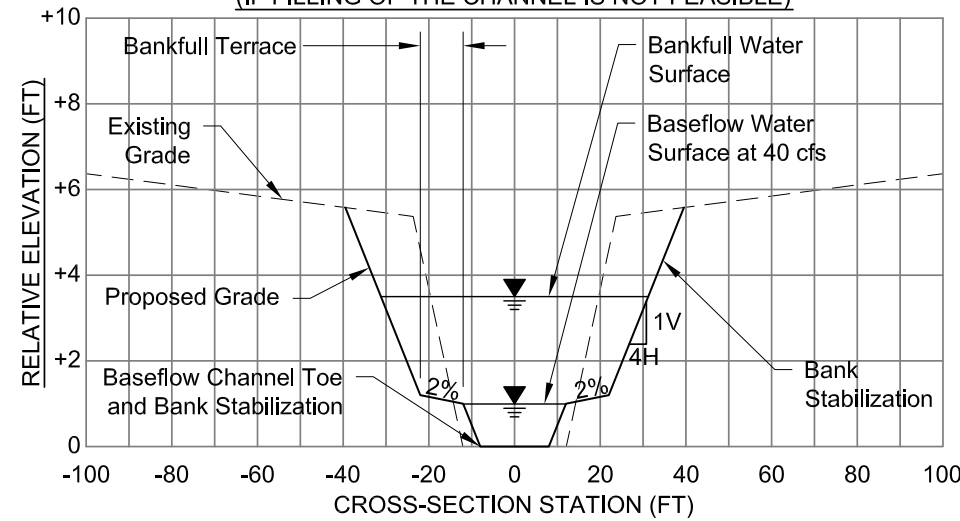


RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel manning's "n" ≈ 0.04

GENERAL NOTES:

- Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
- Design flow criteria for the recommended channel cross section is based on the following:
 - The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
- When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

PARCEL 5 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



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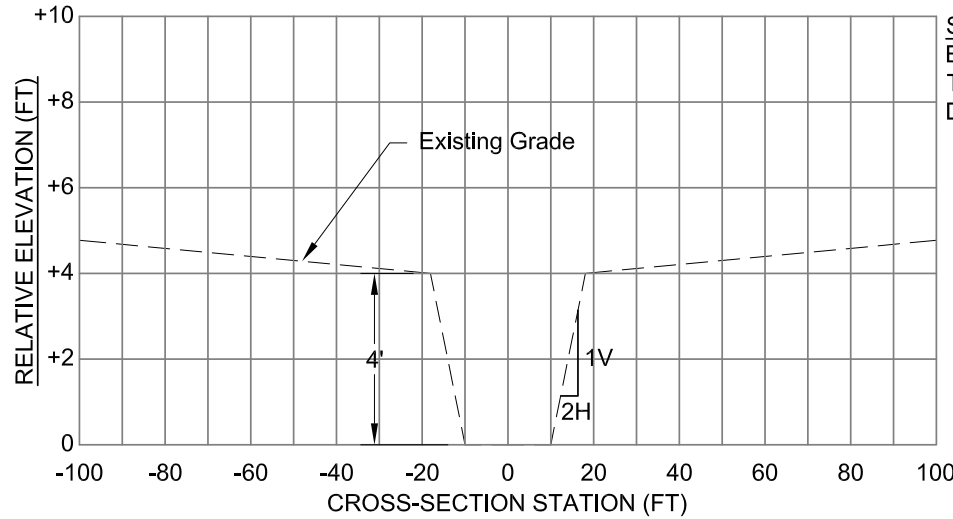
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SCALE	SHOWN
BDC Typical Sections by Parcel_0117.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 5 RECOMMENDED CHANNEL CROSS-SECTIONS

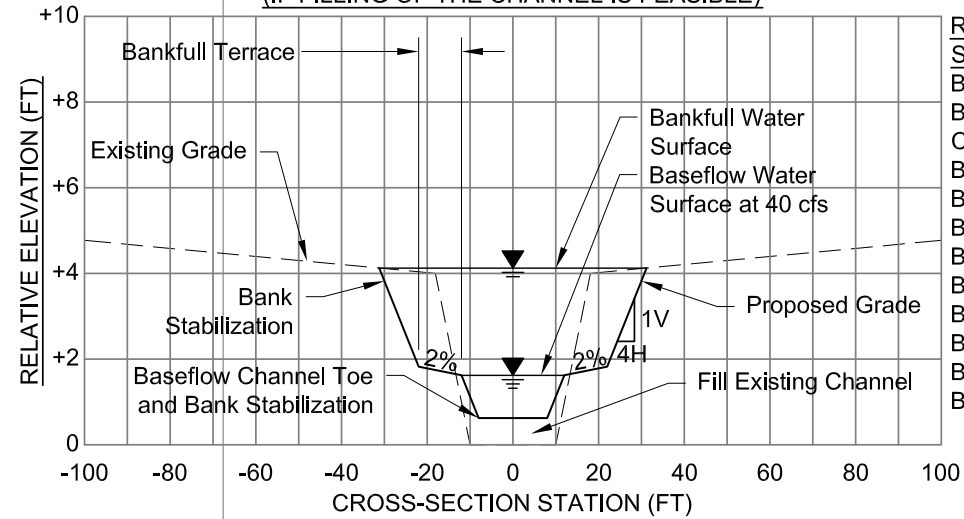
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PARCEL 6 - TYPICAL EXISTING CROSS SECTION



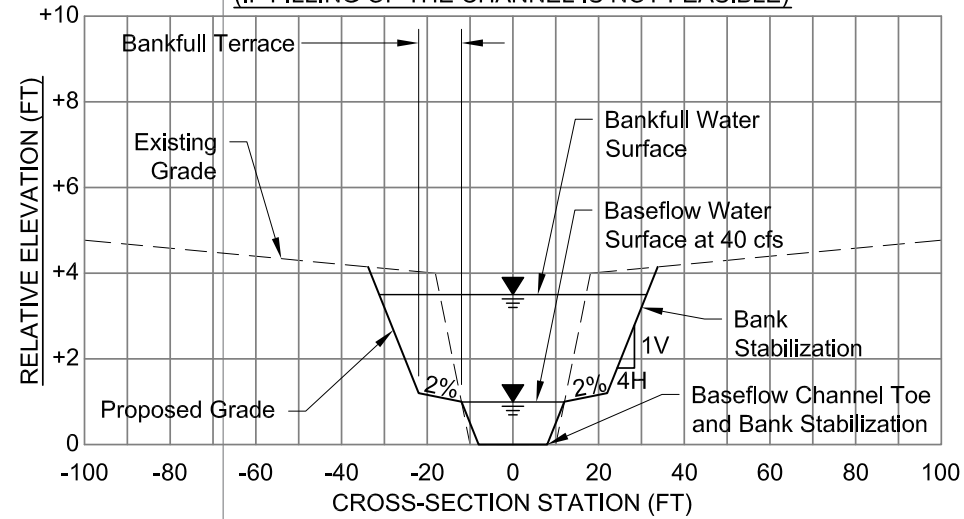
SUMMARY INFORMATION
 Bottom Width $\approx 20'$ \pm
 Top Width $\approx 35'$ \pm
 Depth $\approx 4'$ \pm

PARCEL 6 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)



RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel Manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel Manning's "n" ≈ 0.04

PARCEL 6 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



GENERAL NOTES:

1. Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross section is based on the following:
 - 2.1. The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - 2.2. The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gauge's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
3. When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

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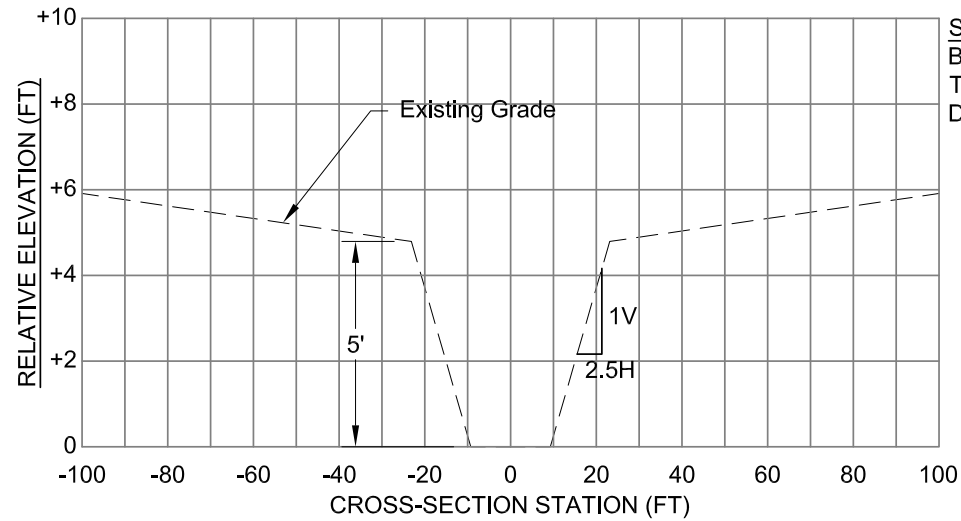
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DETAIL	-
CHECK	-
APPROVAL	-
SCALE	SHOWN
BDC Typical Sections by Parcel_IHT.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 6 RECOMMENDED CHANNEL CROSS-SECTIONS

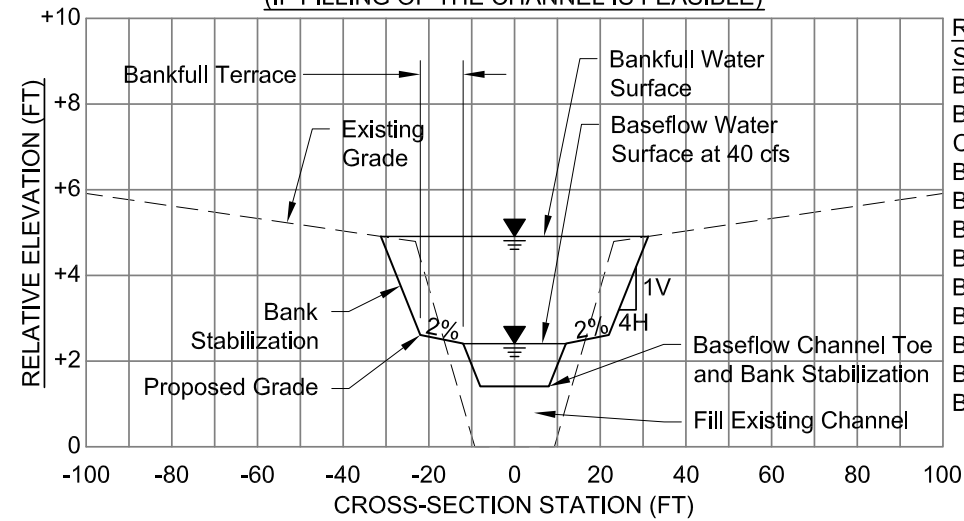
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PARCEL 7 - TYPICAL EXISTING CROSS SECTION



SUMMARY INFORMATION
 Bottom Width $\approx 19' \pm$
 Top Width $\approx 45' \pm$
 Depth $\approx 5' \pm$

PARCEL 7 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)

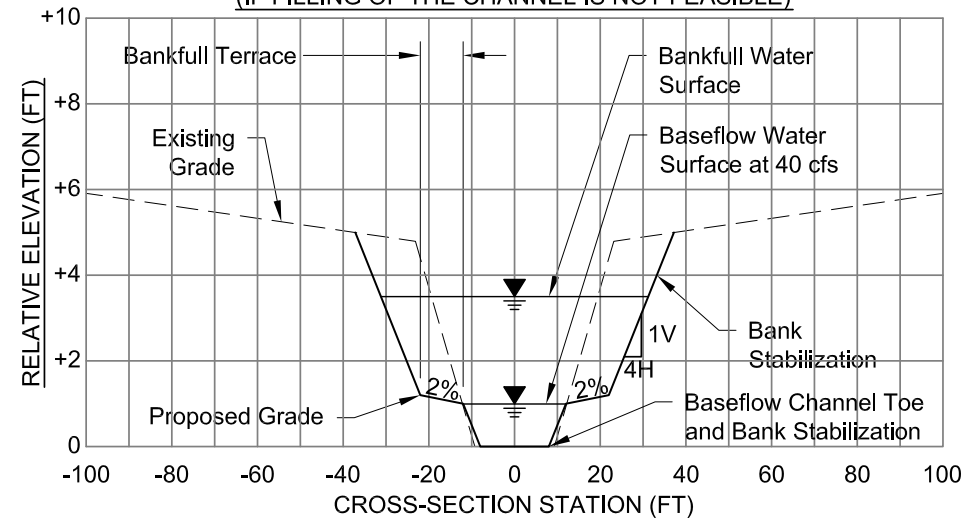


RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = $4H:1V$
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel Manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = $4H:1V$
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel Manning's "n" ≈ 0.04

GENERAL NOTES:

1. Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross section is based on the following:
 - 2.1. The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - 2.2. The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
3. When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

PARCEL 7 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



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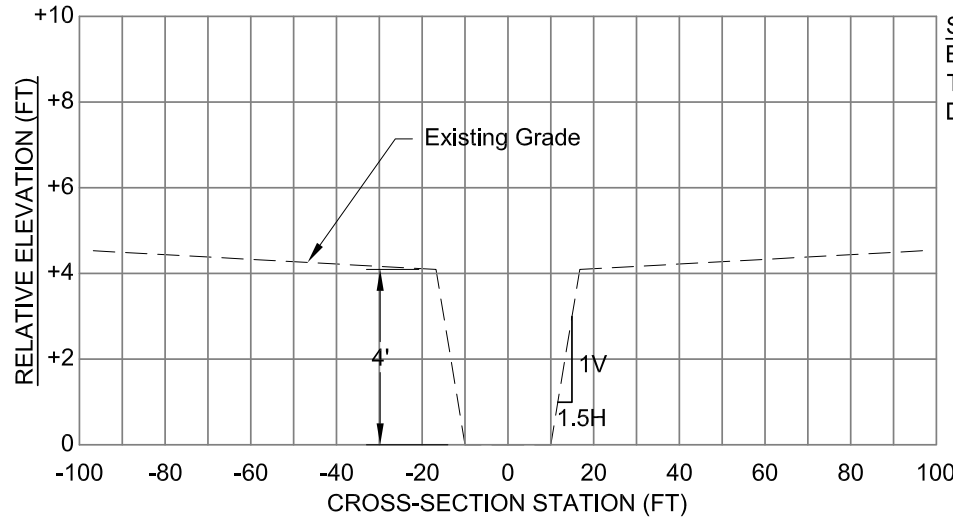
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DETAIL	-
CHECK	-
APPROVAL	-
SCALE	SHOWN
BDC Typical Sections by Parcel_0111.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 7 RECOMMENDED CHANNEL CROSS-SECTIONS

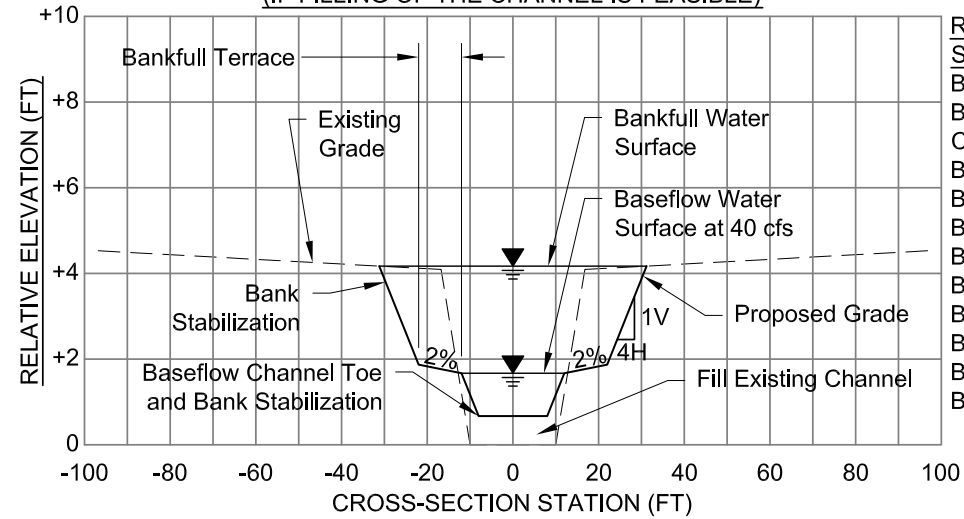
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PARCEL 8 - TYPICAL EXISTING CROSS SECTION



SUMMARY INFORMATION
 Bottom Width $\approx 20'$ \pm
 Top Width $\approx 35'$ \pm
 Depth $\approx 4'$ \pm

PARCEL 8 - RECOMMENDED CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS FEASIBLE)

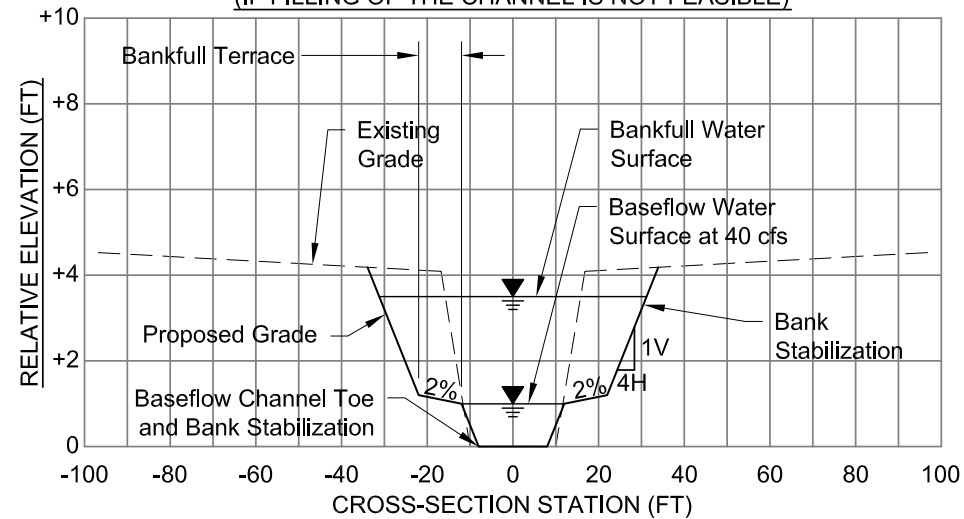


RECOMMENDED CHANNEL SECTION SUMMARY INFORMATION
 Baseflow Discharge ≈ 26 to 40 cfs
 Bankfull Discharge ≈ 418 cfs
 Channel Slope ≈ 0.002 ft/ft \pm
 Baseflow Channel Bottom Width ≈ 16 ft \pm
 Baseflow Channel Side Slopes = 4H:1V
 Baseflow Channel Depth ≈ 1 ft \pm
 Baseflow Channel Manning's "n" ≈ 0.03
 Bankfull Terrace ≈ 10 ft \pm
 Bankfull Channel Top Width ≈ 62 ft \pm
 Bankfull Channel Side Slopes = 4H:1V
 Bankfull Depth ≈ 3.5 ft \pm
 Bankfull Channel Manning's "n" ≈ 0.04

GENERAL NOTES:

1. Typical existing channel cross sections were developed by generating channel cross-sections every 100 feet through each of the Master Plan Project Area Parcels using GIS data from the "Big Dry Creek Major Drainageway Plan Conceptual Design Report." Each generated cross-section was placed on top of one another relative to the channel centerline and the invert of the channel. The "typical" existing cross section shown was created by visually averaging the bottom widths, depths, side slopes, and top-widths. Actual existing channel cross sections will vary by each specific project location.
2. Design flow criteria for the recommended channel cross section is based on the following:
 - 2.1. The estimated bankfull discharge was calculated based on a USGS Bulletin 17B Flood Analysis of the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. The value calculated from the gage was then increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gage's watershed area, and by the average daily point sources discharging downstream of the gage.
 - 2.2. The baseflow channel discharge was estimated from a daily average streamflow duration curve developed from the USGS 06720820 Big Dry Creek at Westminster, CO stream gauge. Prior to development of the streamflow duration curve, daily average stream flow values from the gauge were increased by the ratio of the relative contributing watershed area associated with the Master Plan Project Area to the gauge's watershed area, and by the average daily point sources discharging downstream of the gage. Flow diversions out of Big Dry Creek (decreases) in this area were also considered in this analysis during the irrigation season.
3. When feasible, it is generally recommended to fill the channel and reconnect the channel to its historic floodplain or install grade controls to facilitate some natural filling of the channel. In the event that the channel invert cannot be raised (i.e. downstream of an existing culvert or road crossing), the recommended design channel cross-section should be utilized in conjunction with 4:1 side slopes as shown.

PARCEL 8 - ALTERNATIVE CHANNEL CROSS SECTION
 (IF FILLING OF THE CHANNEL IS NOT FEASIBLE)



CONCEPTS ONLY
 NOT TO BE USED
 FOR CONSTRUCTION

DRAFT
 WORK
 IN PROGRESS

WWE WRIGHT WATER ENGINEERS, INC.
 2490 W. 26TH AVE. SUITE 100A
 DENVER, CO 80211
 (303)480-1700 FAX(303)480-1020

NO.	BY	DATE	DESCRIPTION	COMMENTS
1				
2				
3				
4				
5				
6				
7				
8				

	DATE
DESIGN	-
DETAIL	-
CHECK	-
APPROVAL	-
SCALE	SHOWN
BDC Typical Sections by Parcel_IHT.dwg	

BIG DRY CREEK RECREATION AND FLOODPLAIN MASTER PLAN

PARCEL 8 RECOMMENDED CHANNEL CROSS-SECTIONS

JOB NO. 161-063.000
 REVISION NO. 0
 SHEET NO. 8/8

Appendix H: Environmental Recommendation Items

The following is a summary of the Environmental Action Items by Parcel and Seed Mix Recommendations from Iris Environmental.



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PARCEL 1 ACTION ITEMS

Upland Areas

- Spot weed control as needed throughout.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot seeding and mulching of native grasses and herbaceous species.
- Prairie dog relocation and/or treatment in selected areas with required burrowing owl survey if treatment occurs between March 15 and October 31.
- Russian olive removal and stump treatment.
- Plant selected upland native tree and shrub plantings, staking, mulching, and irrigation.
- Follow-up spot weed control, spot seeding, and mulching.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.
- Boom spray or spot weed control in subplots 11, 13, 14, and 16 – 19.
- Soil nutrient analysis and necessary amendments followed by native seeding and mulching in subplots 11, 13, 14, and 16 – 19.



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Riparian Areas

- Spot spray weedy areas with aquatic approved herbicides.
- Cut back steep vertical banks.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Seed with riparian area grasses and herbaceous species and mulch.
- Remove and treat Russian olive trees.
- Plant, stake, and mulch selected native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Spot weed control with an aquatic approved herbicide.
- Remove and treat Russian olive trees.
- Plant, stake and mulch selected native wetland shrubs and riparian trees and shrubs on perimeter of wetland areas.
- Plant and seed with selected native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



PARCEL 2 ACTION ITEMS

Uplands

- Spot weed control or boom spray if larger weedy area.
- Soil sample nutrient analysis and recommended soil amendments worked into soil.
- Spot seeding or larger-area seeding and mulching of native grasses and herbaceous species.
- Plant selected upland native tree and shrub planting, staking and mulching.
- Follow-up irrigation of planted trees and shrubs on a schedule.
- Follow-up spot weed control and spot seeding and mulching.
- Observe prairie dog town located in northern portion of subplots 21 and 25 and determine if relocation or treatment becomes necessary.

Riparian Areas

- Spot spray weedy areas with aquatic approved herbicides.
- Remove and treat Russian olive trees.
- Cut back steep vertical banks.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Spot seed with riparian area grasses and herbaceous species and mulch.



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- Plant, stake and mulch selected native trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot spraying, seeding and mulching as needed.

Wetland Areas

- Spot weed control.
- Remove and treat Russian olive trees.
- Plant, stake and mulch selected native wetland shrubs and riparian trees and shrubs on perimeter of wetland areas.
- Plant and seed with native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, seeding and mulching as needed.



PARCEL 3 ACTION ITEMS

Upland Areas

- Spot weed control as needed throughout.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot seeding and mulching of native grasses and herbaceous species in subplots 32, 33, 36, 37, 38, 40, and 47 – 50.
- Prairie dog relocation and/or treatment in subplots 25, 39, and 46, if necessary, with required burrowing owl survey if treatment occurs between March 15 and October 31.
- Boom spray or spot weed control in subplots 39 and 46.
- Soil nutrient analysis and necessary amendments followed by native seeding and mulching in subplots 39 and 46.
- Russian olive removal and stump treatment throughout Parcel 3.
- Plant selected upland native tree and shrub plantings, staking, mulching, and irrigation.
- Follow-up spot weed control, spot seeding, and mulching.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.



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Riparian Areas

- Spot spray weedy areas with aquatic approved herbicides along BDC.
- Cut back steep vertical banks.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Seed with riparian area grasses and herbaceous species and mulch.
- Remove and treat Russian olive trees, which are abundant in this parcel.
- Plant, stake, and mulch selected native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Spot weed control in subplots 22 and 29 with an aquatic approved herbicide.
- Remove and treat Russian olive trees, which are abundant in subplots 22 and 29.
- Plant, stake and mulch selected native wetland shrubs and riparian trees and shrubs on perimeter of wetland areas.
- Plant and seed with native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



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PARCEL 4 ACTION ITEMS

Upland Areas

- Spot weed control as needed throughout and boom spray in subplots 52 and 62.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot seeding and larger-area seeding in subplots 52 and 62 and mulching of selected native grasses and herbaceous species.
- Selected upland native tree and shrub plantings, staking, mulching, and irrigation.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding, and mulching.
- Russian olive removal and stump treatment.

Riparian Areas

- Remove and treat Russian olive trees.
- Cut back steep vertical banks.
- Spot spray weedy areas with aquatic approved herbicides.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Seed with selected riparian area grasses and herbaceous species and mulch.



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- Plant, stake, and mulch selected native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Remove and treat Russian olive trees.
- Plant, stake, and mulch selected native wetland shrubs and riparian trees and shrubs on perimeter of wetland areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



PARCEL 5 ACTION ITEMS

Upland Areas

- Prairie dog relocation and/or treatment in selected areas with required burrowing owl survey if treatment occurs between March 15 and October 31.
- Spot to larger-area weed control as needed throughout all subplots.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot to larger-area seeding and mulching of selected native grasses and herbaceous species.
- Russian olive removal and stump treatment.
- Selected upland native tree and shrub plantings, staking, mulching, and irrigation.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding, and mulching.

Riparian Areas

- Cut back few steep vertical banks.
- Spot spray any weedy areas with aquatic approved herbicides.
- Soil sampling for nutrient analysis in any bare areas and working soil amendments into soil as needed.



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- Seed with selected riparian area grasses and herbaceous species and mulch.
- Remove and treat Russian olive trees.
- Plant, stake, and mulch selected native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Remove and treat Russian olive trees.
- Spot weed control with an aquatic approved herbicide.
- Plant, stake, and mulch native wetland shrubs and riparian trees and shrubs on perimeter of wetland areas.
- Plant and seed with selected native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



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PARCEL 6 ACTION ITEMS

Upland Areas

- Prairie dog relocation and/or treatment in selected areas with required burrowing owl survey if treatment occurs between March 15 and October 31.
- Spot spray or larger-area boom spray weed control as needed throughout.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot to larger-area seeding and mulching of native grasses and herbaceous species.
- Follow-up spot weed control, spot seeding, and mulching.
- Russian olive removal and stump treatment.
- Plant selected upland native tree and shrub plantings, staking, mulching, and irrigation.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.

Riparian Areas

- Cut back steep vertical banks along BDC as necessary.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Seed with riparian area grasses and herbaceous species and mulch.
- Spot spray weedy areas with aquatic approved herbicides.



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- Remove and treat Russian olive trees.
- Plant, stake, and mulch selected native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Enlarge existing wetland areas by grading parts of upland subplots adjacent to wetlands.
- Spot weed control with aquatic-approved herbicide.
- Remove and treat any establishing Russian olive trees.
- Plant, stake, and mulch native selected wetland shrubs on perimeter of wetland areas.
- Plant and seed with selected native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



PARCEL 7 ACTION ITEMS

Upland Areas

- Consider prairie dog relocation and/or treatment in subplots 93 and 100 with required burrowing owl survey if treatment occurs between March 15 and October 31.
- Spot to larger-area boom spraying weed control as needed throughout, especially subplots 93, 95, and 100.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot to larger-area seeding and mulching of native grasses and herbaceous species, especially subplots 93, 95, and 100.
- Russian olive removal and stump treatment.
- Upland native tree and shrub plantings, staking, mulching, and irrigation.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding, and mulching.

Riparian Areas

- Spot spray weedy areas with aquatic approved herbicides.
- Cut back any existing steep vertical banks.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.



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- Seed with riparian area grasses and herbaceous species and mulch.
- Remove and treat Russian olive trees.
- Plant, stake, and mulch native riparian trees and shrubs.
- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Enlarge existing wetland areas by grading parts of upland subplots adjacent to nearby wetlands.
- Spot weed control with an aquatic approved herbicide.
- Remove and treat any establishing Russian olive trees.
- Plant, stake, and mulch selected native wetland shrubs on perimeter of wetland areas.
- Plant and seed with selected native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



PARCEL 8 ACTION ITEMS

Upland Areas

- Spot weed control as needed throughout.
- Soil samples taken for soil amendment nutrient analysis and working soil amendments into soil.
- Spot seeding and mulching of native upland grasses and herbaceous species.
- Russian olive removal and stump treatment.
- Upland native tree and shrub plantings, staking, mulching, and irrigation.
- Continued irrigation of planted upland trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding, and mulching.

Riparian Areas

- Spot spray weedy areas with aquatic approved herbicides.
- Cut back steep vertical banks.
- Soil sampling for nutrient analysis and working soil amendments into soil as needed.
- Seed with riparian area grasses and herbaceous species and mulch.
- Remove and treat Russian olive trees.
- Plant, stake, and mulch native riparian trees and shrubs.



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- Follow-up irrigation of planted trees and shrubs on a scheduled basis.
- Follow-up spot weed control, spot seeding and mulching as needed.

Wetland Areas

- Spot weed control with an aquatic approved herbicide.
- Remove and treat Russian olive trees.
- Plant, stake, and mulch native wetland shrubs and riparian trees and shrubs as desired.
- Plant and seed with native wetland grasses and herbaceous species in bare areas.
- Follow-up spot weed control, spot seeding, and mulching as needed.



Table 1: Upland Area Seed Mix – Loamy to Clay Soils

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses							
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	25	1.8	Forage	Antelope, deer, small mammals, insects
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	20	0.2	Seeds	Birds
Sideoats grama	<i>Bouteloua curtipendula</i>	Cool	Sod	20	6.3	Forage, seeds	Antelope, deer, wild turkeys
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	15	8.2	Forage	Antelope, deer, birds, small mammals
Buffalograss	<i>Bouteloua dactyloides</i>	Warm	Sod	10	10.7	Forage	Antelope, deer
Inland saltgrass	<i>Distichlis spicata</i>	Warm	Sod	5	0.6	Forage, seeds	Butterflies, waterfowl, vole, fish, marine invertebrate
Herbaceous/Wildflowers							
Pasture sage	<i>Artemisia frigida</i>			1	0.01	Forage	Insects, rabbits, prairie dogs, birds
Blanket flower	<i>Gaillardia aristata</i>			1	0.5	Foliage, seed	Pollinators, rabbits, prairie dogs, birds
Prairie coneflower	<i>Ratibida columnifera</i>			1	0.1	Foliage, seed	Antelope, deer, birds, small mammals
Purple prairieclover	<i>Dalea (Petalostemum) purpurea</i>			1	0.3	Foliage, seed	Birds, small mammals, pollinators, butterflies
Blue flax	<i>Linum lewisii</i>			1	0.4	Forage, seed	Antelope, deer, birds
TOTAL PLS POUNDS/ACRE				100	29.11		

*PLS = Pure Live Seed – If broadcast seeding, double the rate.



Table 2: Upland Area Seed Mix - Sandy Soil

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses							
Switchgrass	<i>Panicum virgatum</i>	Warm	Sod/ Bunch	15	2.3	Forage, seeds	Birds, rabbits
Prairie sandreed	<i>Calamovilfa longifolia</i>	Warm	Sod	10	2.2	Forage, seeds	Birds, small mammals
Sideoats grama	<i>Bouteloua curtipendula</i>	Cool	Sod	10	3.1	Forage	Antelope, deer, elk, wild turkey
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	10	0.7	Forage	Antelope, deer, small mammals, insects
Indian ricegrass	<i>Oryzopsis hymenoides</i>	Cool	Bunch	10	4.3	Forage, seed	Antelope, deer, elk, birds, small mammals
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	5.5	Forage	Antelope, deer, birds, small mammals
Little bluestem	<i>Schizachyrium scoparium</i>	Warm	Bunch	10	2.3	Forage, seed	Deer, elk, birds, small mammals
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	10	0.1	Seeds	Birds, small mammals
Green needlegrass	<i>Stipa viridula</i>	Cool	Bunch	10	3.3	Forage	Deer, elk, birds, small mammals
Herbaceous/Wildflowers							
Pasture sage	<i>Artemisia frigida</i>			1	0.1	Forage	Insects, rabbits, prairie dogs, birds
Blanket flower	<i>Gaillardia aristata</i>			2	0.9	Foliage, seed	Pollinators, rabbits, prairie dogs, birds
Tansy aster	<i>Maceranthera tanacetifolia</i>			2	0.2	Foliage, flowers	Pollinators, butterflies, birds, small mammals
TOTAL PLS POUNDS/ACRE				100	25		

*PLS = Pure Live Seed – If broadcast seeding, double the rate.



Table 3: Upland/Transitional Area Seed Mix – Alkali Soil

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	20	1.5	Forage	Antelope, deer, small mammals, insects
Sideoats grama	<i>Bouteloua curtipendula</i>	Cool	Sod	15	4.7	Forage, seeds	Antelope, deer, wild turkeys
Slender wheatgrass	<i>Elymus trachycaulus</i>	Cool	Bunch	15	5.7	Forage, Seeds	Elk, deer, game birds, song birds, waterfowl, small mammals
Alkali sacaton	<i>Sporobolus airoides</i>	Warm	Sod/Bunch	15	0.5	Forage, seed	Deer, small mammals, birds, waterfowl
Inland saltgrass	<i>Distichlis spicata</i>	Warm	Sod	15	1.7	Forage, seeds	Butterflies, waterfowl, vole, fish, marine invertebrate
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	5.5	Forage	Antelope, deer, birds, small mammals
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	10	0.1	Seeds	Birds, small mammals
TOTAL PLS POUNDS/ACRE				100	19.7		

*PLS = Pure Live Seed – If broadcast seeding, double the rate.



Upland Trees		Food	Wildlife Habitat
Common Name	Scientific Name		
Ponderosa Pine	<i>Pinus ponderosa</i>	Seeds	Birds, grouse, mice, porcupines, other small mammals
Rocky Mountain juniper	<i>Juniperus scopulorum</i>	Foliage, berries	Birds, small and large mammals
Pinyon Pine	<i>Pinus edulis</i>	Nuts	Birds, small mammals, bears, wild turkeys, deer, elk
One-seeded juniper	<i>Juniperus monosperma</i>	Berries	Birds, small mammals, fox, coyote, wild turkey, deer
Hackberry	<i>Celtis laevigata</i>	Foliage, berries	Upland game birds, small non-game birds, small mammals, deer

Upland Shrubs

Common Name	Scientific Name		
Apache plume	<i>Fallugia paradoxa</i>	Flowers	Wasps
Big sagebrush	<i>Artemisia tridentata</i>	Foliage, seeds	Antelope, deer, elk, bighorn sheep, small mammals, birds, invertebrates
Sand sagebrush	<i>Artemisia frigida</i>	Foliage	Small mammals
Common juniper	<i>Juniperus communis</i>	Berries, foliage	Birds, small mammals, fox, coyote, wild turkey, deer
Winterfat	<i>Krascheninnikovia lanтана</i>	Forage	Small mammals, antelope, deer, elk, bighorn sheep
Western sandcherry	<i>Prunus pumila</i>	Berries	Upland game birds, small non-game birds, deer
Smooth sumac	<i>Rhus glabra</i>	Berries, bark, stems	Upland game birds, small non-game birds, small mammals, deer
Mountain mahogany	<i>Cercocarpus montanus</i>	Fruit	Deer, small mammals
Wild plum	<i>Prunus americana</i>	Fruit	Wild turkey, bear, wolves, fox, birds
Wax currant	<i>Ribes cereum</i>	Foliage, berries	Upland game birds, small non-game birds, small mammals, large game
Wood's rose	<i>Rosa woodsii</i>	Foliage, fruits	Small mammals, deer, coyotes, bears, porcupines, beavers, birds
Rabbitbrush	<i>Chrysothamnus nauseosus</i>	Foliage, flowers	Antelope, deer, elk, small mammals, birds, butterflies

Snowberry	<i>Symphoricarpos occidentalis</i>	Foliage	Birds, small mammals
Gambel oak	<i>Quercus gambelii</i>	Foliage, acorns	Birds, mammals, amphibians, wild turkey, deer, bear
Fourwing saltbush	<i>Atriplex canescens</i>	Foliage	Antelope, deer, bighorn sheep, small mammals, birds



Table 5: Native Riparian Trees and Shrubs

Common Name	Scientific Name	Food	Wildlife Habitat
Box elder	<i>Acer negundo</i>	Seeds	Birds, small mammals, deer
Rocky Mountain Maple	<i>Acer glabrum</i>	Foliage, buds, seeds	Deer, eld, moose, small mammals, birds
Chokecherry	<i>Prunus virginiana</i>	Fruit	Bear, birds, small mammals, deer, elk, moose, bear, bighorn sheep, pronghorn, pollinators,
Narrowleaf cottonwood	<i>Populus angustifolia</i>	Foliage, twigs, buds, catkins	Small mammals, beavers, bears, deer, upland game birds, small non-game birds
Peachleaf willow	<i>Salix hebbiana</i>	Twigs, foliage, bark	Insects, mammals, fish and other aquatic organisms, birds
Thinleaf alder	<i>Alnus incana</i>	Foliage, twigs, seeds, buds, catkins, bark	Rabbits, muskrats, moose, elk, deer, birds, beavers
Sandbar willow	<i>Salix exigua</i>	Forage	Game birds, deer
Bluestem willow	<i>Salix irrorata</i>	Twigs, foliage, bark	Insects, mammals, fish and other aquatic organisms, birds
Bebb willow	<i>Salix bebbiana</i>	Twigs, foliage, bark	Insects, mammals, fish and other aquatic organisms, birds
American plum	<i>Prunus americana</i>	Twigs foliage	Birds, deer
Snowberry	<i>Symphoricarpos occidentalis</i>	Foliage, berries	Birds, small mammals, large game
Golden currant	<i>Ribes aureum</i>	Foliage, berries	Upland game birds, small non-game birds, small mammals, large game
Wax currant	<i>Ribes cereum</i>	Foliage, berries	Upland game birds, small non-game birds, small mammals, large game
Wood's rose	<i>Rosa woodsii</i>	Foliage, fruits	Small mammals, deer, coyotes, bears, porcupines, beavers, birds



**Table 6: Riparian Seed Mix — Loamy to Clay Soils
 Recommended for Middle to Upper Terraces and Slopes above 5 year Flood Elevations**

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses							
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	20	1.5	Forage	Antelope, deer, small mammals, insects
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	20	0.2	Seeds	Birds
Switchgrass	<i>Panicum virgatum</i>	Warm	Sod/Bunch	20	3.2	Forage, seeds	Birds, rabbits
Sideoats grama	<i>Bouteloua curtipendula</i>	Cool	Sod	15	4.7	Forage, seeds	Antelope, deer, wild turkeys
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	5.5	Forage	Antelope, deer, birds, small mammals
Green needlegrass	<i>Nasella viridula</i>	Cool	Bunch	10	3.3	Forage	Deer, elk, birds, small mammals
Wildflowers							
Smooth aster	<i>Aster laevis</i>			1	0.1	Foliage, flowers	Deer, butterflies, pollinators
Louisiana sage	<i>Artemisia ludoviciana</i>			1	0.1	Foliage, flowers, twigs	Small desert animals, antelope, deer, elk, bighorn sheep
Showy goldeneye	<i>Heliomeris multiflora (aka Viguiera)</i>			1	0.1	Foliage, flowers, seeds	Pollinators, butterflies, birds, sheep, deer, elk, birds, small mammals
Blanket flower	<i>Gaillardia aristata</i>			1	0.5	Foliage, seed	Pollinators, rabbits, prairie dogs, birds
Prairie coneflower	<i>Ratibida columnifera</i>			1	0.1	Foliage, seed	Antelope, deer, birds, small mammals
TOTAL POUNDS PLS/ACRE				100	19.3		

*PLS = Pure Live Seed – If broadcast seeding, double the rate



Table 7: Riparian Area Seed Mix — Sandy Soil
Recommended for Middle to Upper Terraces and Slopes above 5 year Flood Elevations

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	20	0.2	Seeds	Birds
Switchgrass	<i>Panicum virgatum</i>	Warm	Sod/Bunch	20	3.1	Forage, seeds	Birds, rabbits
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	15	1.1	Forage	Antelope, deer, small mammals, insects
Canada wildrye	<i>Elymus canadensis</i>	Cool	Bunch	10	5.2	Forage, seeds	Small mammals, antelope, deer, birds
Sand bluestem	<i>Andropogon hallii</i>	Warm	Bunch	10	5.3	Forage, seeds	All browsing wildlife species
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	5.5	Forage	Antelope, deer, birds, small mammals
Yellow Indiangrass	<i>Sorghastrum nutans</i>	Warm	Sod	10	3.5	Forage	Small mammals, deer
Wildflowers							
Blanket flower	<i>Gaillardia aristata</i>			1	0.5	Foliage, seed	Pollinators, rabbits, prairie dogs, birds
Rocky Mountain penstemon	<i>Penstemon strictus</i>			1	0.1	Herbage, seed	Antelope, deer, birds
Purple prairie clover	<i>Dalea purpurea</i>			1	0.3	Foliage, flower, seed	Pollinators, small mammals, birds, antelope, deer
Prairie coneflower	<i>Ratibida columnifera</i>			1	0.1	Foliage, seed	Antelope, deer, birds, small mammals
Western yarrow	<i>Achillea millefolium var. occidentalis</i>			1	0.02	Foliage	Antelope, deer, bighorn sheep, small mammals, birds,
TOTAL PLS POUNDS/ACRE				100	24.92		

*PLS = Pure Live Seed – If broadcast seeding, double the rate



Table 8: Riparian Area Seed Mix — Alkali Soil
Recommended for Middle to Upper Terraces and Slopes above 5 year Flood Elevations

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Alkali sacaton	<i>Sporobolus airoides</i>	Warm	Bunch	25	0.9	Forage, seed	Deer, small mammals, birds, waterfowl
Blue grama	<i>Bouteloua gracilis</i>	Cool	Sod	25	1.8	Forage	Antelope, deer, small mammals, insects
Inland saltgrass	<i>Distichlis spicata</i>	Warm	Sod	25	2.9	Forage, seeds	Butterflies, waterfowl, vole, fish, marine invertebrate
Streambank wheatgrass	<i>Elymus lanceolatus</i>	Cool	Sod	10	3.9	Forage	Antelope, deer, elk
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	5.5	Forage	Antelope, deer, birds, small mammals
Buffalograss	<i>Bouteloua dactyloides</i>	Warm	Sod	5	5.4	Forage	Antelope, deer
TOTAL PLS POUNDS/ACRE				100	20.4		

*PLS = Pure Live Seed – If broadcast seeding, double the rate



**Table 9: Riparian/Creek Edge Seed Mix — Moist to Wet Soils
 Recommended for Riparian Streambank/Low Terraces below 5-year Flood Elevation**

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses							
Inland saltgrass	<i>Distichlis stricta</i>	Cool	Sod	15	1.7	Forage, seeds	Butterflies, waterfowl, vole, fish, marine invertebrate
Creeping spikerush	<i>Eleocharis palustris</i>	Cool	Sod	15	1.5	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
Baltic rush	<i>Juncus balticus</i>	Cool	Sod	15	0.1	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
Switchgrass	<i>Panicum virgatum</i>	Warm	Sod	12	1.9	Forage, seeds	Birds, rabbits
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	8	4.4	Forage	Antelope, deer, birds, small mammals
Green needlegrass	<i>Nasella viridula</i>	Cool	Bunch	10	3.3	Forage	Deer, elk, birds, small mammals
Prairie cordgrass	<i>Spartina pectinata</i>	Warm	Sod	10	3.1	Seeds	Game birds, song birds, waterfowl, small mammals, waterfowl
Woolly sedge	<i>Carex lanuginosa</i>	Cool	Sod	5	1.0	Seeds	Waterfowl, shorebirds, upland gamebirds, small non-game birds, small mammals
Nebraska sedge	<i>Carex nebrascensis</i>	Cool	Sod	5	0.6	Seeds	Waterfowl, shorebirds, upland gamebirds, small non-game birds, small mammals
Wildflowers							
Wild Bergamot	<i>Monarda fistulosa</i>			1	0.1	Flowers	Pollinators, butterflies, hummingbirds
Yarrow	<i>Achillea millefolium</i>			1	0.02	Foliage	Antelope, deer, bighorn sheep, small mammals, birds,
Blue vervain	<i>Verbena hastata</i>			2	0.1	Seeds, flowers	Birds, rabbits, pollinators
Nuttall's sunflower	<i>Helianthus nuttallii</i>			1	0.2	Seeds, flowers	Birds, rabbits, pollinators
TOTAL PLS POUNDS/ACRE					18.02		

*PLS = Pure Live Seed – If broadcast seeding, double the rate



Table 10: Native Wetland Shrubs

Common Name	Scientific Name	Food	Wildlife Habitat
Sandbar willow	<i>Salix exigua</i>	Foliage	Game birds, deer
Bluestem willow	<i>Salix irrorata</i>	Twigs, foliage, bark	Insects, mammals, fish
Whiplash willow	<i>Salix lasiandra</i>	Foliage, catkins	Deer, elk, moose, rabbits, small mammals, songbirds, beaver

Table 11: Wetland Seed Mix — Loamy to Sandy Soils

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Wetland Indicator*	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses and Herbaceous Species								
American Sloughgrass	<i>Beckmannia syzigachne</i>	Cool	Sod	15	OBL	0.8	Forage, seeds	Game birds, song birds, small mammals
Prairie cordgrass	<i>Spartina pectinata</i>	Warm	Sod	15	FACW	4.6	Seeds	Game birds, song birds, waterfowl, small mammals, waterfowl
Switchgrass	<i>Panicum virgatum</i>	Warm	Sod / Bunch	15	FAC	2.3	Forage, seeds	Birds, rabbits
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	FACU	5.5	Forage	Antelope, deer, birds, small mammals
Fowl mannagrass	<i>Glyceria striata</i>	Cool	Sod	10	OBL	3.3	Seed, foliage	Deer, elk muskrat, bear, waterfowl
Hardstem bulrush	<i>Scirpus acutus</i>			10	OBL	1.6	Young shoots, pollen, seeds, rhizomes	Pollinators, game birds, song birds, waterfowl, small mammals
Baltic rush	<i>Juncus balticus</i>			10	OBL	0.1	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
Creeping spikerush	<i>Eleocharis palustris</i>			10	OBL	1.0	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
Wildflowers								
Blue vervain	<i>Verbena</i>			2.5	FACW	0.1	Seeds,	Birds, rabbits,
Nuttall's sunflower	<i>Helianthus nuttallii</i>			2.5	FAC	0.5	Seeds, flowers	Birds, rabbits, pollinators
TOTAL PLS POUNDS/ACRE				100		19.8		

*PLS = Pure Live Seed – If broadcast seeding, double the rate

FAC = Facultative – Equally occurs in both wetlands and uplands.

FACU = Facultative Upland – Occurs mostly in uplands, but can occur in wetlands about 1/3 of the time.

FACW = Facultative Wetlands – Occurs mostly in wetlands, but can occur in uplands about 1/3 of the time.

OBL = Obligate Wetlands – Almost always occurs in wetlands.

UPL = Uplands – Almost always occurs in uplands.



Table 12: Wetland Seed Mix — Clay and Alkali Soils

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Wetland Indicator*	Lb/ac (PLS*)	Food	Wildlife Habitat
Grasses and Herbaceous Species								
Alkali sacaton	<i>Sporobolus airoides</i>	Warm	Bunch	10	FAC	0.4	Forage, seed	Deer, small mammals, birds, waterfowl
Inland saltgrass	<i>Distichlis spicata</i>	Warm	Sod	10	FACW	1.2	Forage, seeds	Butterflies, waterfowl, vole, fish, marine invertebrate
Nuttall's alkaligrass	<i>Puccinellia nuttalliana</i>	Cool	Bunch	10	OBL	0.2	Seeds, flowers	Birds, rabbits, pollinators, waterfowl
Prairie cordgrass	<i>Spartina pectinata</i>	Warm	Sod	10	FACW	3.0	Seeds	Game birds, song birds, waterfowl, small mammals, waterfowl
Slender wheatgrass	<i>Elymus trachycaulus spp.</i>	Cool	Bunch	10	FACU	3.8	Forage, Seeds	Elk, deer, game birds, song birds, waterfowl, small mammals
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	10	FACU	5.5	Forage	Antelope, deer, birds, small mammals
Fowl mannagrass	<i>Glyceria striata</i>	Cool	Sod	10	OBL	3.3	Seed, foliage	Deer, elk muskrat, bear, waterfowl
Hardstem bulrush	<i>Scirpus acutus</i>			10	OBL	1.6	Young shoots, pollen, seeds, rhizomes	Pollinators, game birds, song birds, waterfowl, small mammals
Baltic rush	<i>Juncus balticus</i>			10	OBL	0.1	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
Creeping spikerush	<i>Eleocharis palustris</i>			10	OBL	1.0	Forage, seeds	Large game animals, small mammals, birds, waterfowl, insects
TOTAL PLS POUNDS/ACRE				100		20.1		

*PLS = Pure Live Seed – If broadcast seeding, double the rate

Note: Wildflowers species not recommended for clay or alkali soils.