

## SPECIAL WARRANTY DEED

(2312 Monument Road Property, Mesa County, CO)

THIS SPECIAL WARRANTY DEED is granted this 13<sup>th</sup> day of October, 2020, by MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation, doing business as COLORADO WEST LAND TRUST, 1006 Main Street, Grand Junction, Colorado, 81501 ("Grantor") to the CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, the address of which is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81521 the ("Grantee"), and to its successors and assigns forever, for good and valuable consideration, the following described property (the "Property"):

Lot 2 of the No Thoroughfare Creek Minor Subdivision according to the Plat thereof recorded on August 4, 2020, as Reception No. 2936351, Mesa County, Colorado.

with all of its appurtenances, and warrants the title against all persons claiming under Grantor, subject to taxes for the year 2020, and subject to matters of record, including (1) the reservations contained in U.S. Patent recorded December 4, 1909 at Reception No. 87375; (2) those matters shown on the plat of the No Thoroughfare Creek Minor Subdivision recorded August 4, 2020 at Reception No. 2936351; (3) the Site Plan recorded August 4, 2020 at Reception No. 2936352; and (4) subject to the Reservation of Deed of Conservation Easement for the 2312 Monument Road Property, attached hereto as Exhibit 1.

IN WITNESS WHEREOF, this instrument is executed on the date written above.

GRANTOR: MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation, doing business as COLORADO WEST LAND TRUST

By: [Signature]  
Title: vice president

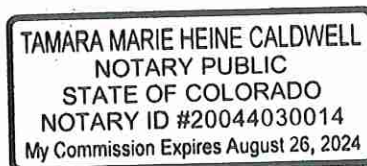


STATE OF COLORADO          )  
  ) ss.  
COUNTY OF MESA                )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2020, by William Findlay as Vice-President of Mesa County Land Conservancy, Inc., a Colorado nonprofit corporation, doing business as Colorado West Land Trust.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_  
(SEAL) [Signature]  
Notary Public



12299 CEM  
+ 12301 CEM

**EXHIBIT 1**

Reserved Deed of Conservation Easement

(attach Deed of Conservation Easement)

**RESERVATION OF  
DEED OF CONSERVATION EASEMENT**

**Mesa County Land Conservancy, Inc. dba Colorado West Land Trust  
No Thoroughfare Wash Property, Mesa County, CO**

*NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #20011 (“GRANT”) FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND (“BOARD”). THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY, WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.*

13<sup>th</sup> day of October, 2020 by the MESA COUNTY LAND CONSERVANCY, INC., a Colorado nonprofit corporation, doing business as COLORADO WEST LAND TRUST, 1006 Main Street, Grand Junction, Colorado, 81501 (the “Conservancy”) which is conveying the property described in Exhibit A (“Property” or “the Property”) herein subject to the reservation of this Deed of Conservation Easement to the CITY OF GRAND JUNCTION, a Colorado Home Rule Municipality, the address of which is 250 North 5<sup>th</sup> Street, Grand Junction, CO 81521 (for the purpose of this reservation referred to herein as the “Grantor” or the “City”), for the purpose of forever conserving the open space character, wildlife habitat, and scenic qualities of the subject property. The City has executed this reservation of Deed of Conservation Easement for the purpose of acknowledging that the Property is being conveyed to it subject to the terms of this Deed of Conservation Easement. The Grantor and the Conservancy are individually referred to herein as a “Party”, and are collectively referred to herein as the “Parties”. The “Effective Date” of this Reservation of Deed of Conservation Easement is the date of recording in the Mesa County Clerk and Recorder’s Office.

The following Exhibits are attached hereto and made a part of this Conservation Easement:

- Exhibit A - Legal Description of Property
- Exhibit B - Map of Property

RECITALS:

Grantor is the sole owner in fee simple of certain real property located in Mesa County, Colorado, encompassing 20.65 acres of land, more or less, more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference, together with appurtenances, improvements located thereon, mineral rights owned by the Grantor.

- A) The open space, scenic vistas, trail connectivity, recreational and other characteristics of the Property, its current use and state of improvement, are described in a **Present Conditions Report (“Baseline Report”)** dated January 2, 2020 and acknowledged in writing by both Parties to be complete and accurate as of the date of this Easement. Both the Grantor and Conservancy shall permanently keep signed copies of the Baseline Report, which will be used by the Conservancy to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. The Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

- B) The Property possesses natural, scenic, open space, trail connectivity and recreational values (collectively, the “**Conservation Values**”) of great importance to the Grantor and the Conservancy, and the peoples of Mesa County, the State of Colorado, and the United States of America, which are worthy of protection, and which are described in the Baseline Report. The conservation purposes described in these Recitals are part of the Conservation Values of the Property.
- C) Relatively Natural Habitat. The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(3) is furthered by this Easement, “To protect significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem normally lives.” A majority of the Property remains in an essentially natural condition with native habitats. Native habitats include Shadscale/Galleta grass community and Greasewood bottomlands. A majority of the Property is undisturbed and has well developed cryptobiotic soil crusts that provide nitrogen and resistance to erosion to the sandy and clayey soils. The intermittent drainage of No-Thoroughfare Canyon flows across the Property. Three individuals of Colorado hookless cactus (*Schlerocactus glaucous*), a federally listed rare plant, were observed on the Property. These habitats, as well as their proximity to Colorado National Monument, host mammals including deer, fox, mountain lions, and even bear as well as a wide variety of birds and reptiles. No-Thoroughfare Wash is a natural wildlife movement corridor, and preserving this portion keeps that corridor uninterrupted for several miles outside of the Monument. Development of any trailhead and trails in this area requires special precautions.
- D) Open Space. The following conservation purpose, in accordance with Treasury Regulations §1.170A-14(d)(4) is furthered by this Easement, “The preservation of certain open space (including farmland and forest land) for the scenic enjoyment of the general public and will yield a significant public benefit.”
- 1) The Property contains an array of Conservation Values that make it an ideal property to conserve, from natural habitat and views to providing tremendous natural recreational benefit for the public. The Property serves as a strategic location for a paved connector trail and trail access to the Bureau of Land Management’s (BLM) existing open space and soft surface trail system. This Property is located adjacent to BLM owned land and highly accessible from existing residential neighborhoods. Once conserved, the Property will provide a new trailhead to BLM owned land for pedestrians and bike riders. The Property’s paved trail will connect popular existing outdoor amenities, including the Lunch Loop Trailhead (also referred to as the Tabeguache Trailhead) and bike park, the Colorado Riverfront trail system, downtown Grand Junction, the Audubon Trail and the James M. Robb Connected Lakes State Park. The protection of the Property will allow the general public to use and enjoy it for generations to come.
  - 2) The Property can also be seen from existing BLM land, residential neighborhoods, and Monument Road. This Property provides extensive uninterrupted views for trail users and help preserves a wildlife corridor along No Thoroughfare Wash.
  - 3) The Property is located along the Monument Corridor, a significant recreational and open space area containing a mix of federal and locally owned conserved lands for public use. The Property is adjacent to the BLM’s non-motorized Tabeguache/Lunch Loop public open space and less than half a mile from the City of Grand Junction’s Tabeguache Trailhead, where 193 acres are conserved. The National Park Service’s Colorado National Monument, approximately 40,000 acres of open space, scenic lands, and wildlife habitat is approximately one quarter of a mile to the west of the Property. Another 80 acres of privately owned land, protected by the Conservancy, is adjacent to

the Monument and serves as a buffer for the Monument's open space and wildlife habitat, hosting a variety of native species along its section of No Thoroughfare Wash. Just north of the Property, across Monument Road are 16 acres of land purchased by the Conservancy for public open space.

- 4) The Property is situated along a major growth corridor which is experiencing increasing development pressure. With new development, the community is losing scenic views of natural landscapes and access to open space and the mosaic of wildlife and bird habitat in the area is disappearing.
- 5) Preservation of the Property and its open space provides significant public benefit; possible subdivision and development of the Property would result in the degradation of the scenic character of the area, and decrease opportunities for recreational uses of the natural surrounding areas. The perpetual conservation easement will ensure that the Property continues to provide significant public benefits to the general public who appreciate its scenic values and who will continue to utilize the recreational opportunities generated as a result of its protection.

E) The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the clearly delineated governmental conservation policies set forth below.

- i) C.R.S. §§38-30.5-101, *et seq.*, provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural ... or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity."
- ii) The Colorado Wildlife and Parks and Outdoor Recreation statutes, C.R.S. §§33-1-101, *et seq.*, which provide that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors," and that "it is the policy of the state of Colorado that the natural, scenic, scientific, and outdoor recreation areas of this state are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and visitors of this state."
- iii) The Property is located in Mesa County, whose Countywide Land Use Plan contains the following goals: "to encourage preservation of sustainable ecosystems," and "to protect important open lands." Furthermore, "new development should accommodate and protect wildlife habitats" and "assure that open land is recognized as a limited and valuable resource which must be conserved whenever possible."
- iv) In 2002, Mesa County and the City of Grand Junction Planning Commissions jointly adopted a Redlands Neighborhood Plan, and that Plan was subsequently incorporated into the Grand Junction Comprehensive Plan by vote of the City Council in February 2010. Findings supporting the adoption of the Redlands Neighborhood Plan include the following:

"Monument Road has been identified as a visually important corridor on the Redlands, providing access to the Tabeguache [Lunch Loop] trailhead and a gateway to the Colorado National Monument. In addition to the ridgeline views along the corridor, the views on either side of the roadway are also of importance to maintain the open vistas to the Monument."

- v) Funding for this project has been provided in part by the Board. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the Board, by adopting and administering competitive grant programs and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance.
- F) The Conservancy is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a "qualified organization" as defined in Section 170(h)(3) of the Code, and a charitable organization as defined in C.R.S. §38-30.5-104(2), and has the resources and commitment to protect and defend the conservation purposes of this Easement.
- G) The Conservancy is certified by the State of Colorado Division of Conservation to hold conservation easements for which a state tax credit is claimed for the current year.
- H) The Grantor desires to protect the Conservation Values of the Property in perpetuity by creation of a conservation easement in gross under Article 30.5 of Title 38, Colorado Revised Statutes.
- I) The Conservancy accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

AGREEMENT:

NOW, THEREFORE, for reasons given, and in consideration of the above and 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.*, the Conservancy, its successors and assigns, hereby reserves and Grantor accepts the Property subject to this conservation easement in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property (the "Easement" or the "Deed"), exclusively for the purpose of conserving and forever maintaining the open space character, access to recreational trails and other recreational uses, wildlife habitat, and scenic qualities of the Property.

1. Purpose. It is the purpose of this Easement to assure that the Property will forever remain predominantly in a combination of its scenic, recreation and open space condition and to prevent any use of the Property that will diminish, impair or interfere with the Conservation Values of the Property. The Parties intend that this Easement will confine the use of the Property to recreational and public open space access uses. It is the purpose of this Easement to remove and preclude the right to develop and construct housing and other buildings on the Property, except as provided herein. The provisions and restrictions contained in this Easement are intended to ensure that the Property remains available for outdoor recreation and paved trail connectivity in accordance with Section 170(b)(1)(E)(iv) of the Internal Revenue Code.
2. Permitted Uses of Property. The following uses and practices by Grantor, though not an exhaustive recital, are consistent with preservation of the Conservation Values of this Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the

Conservancy. Procedures for prior approval are listed below. The remainder of these consistent uses shall not be precluded, prevented, or limited by this Easement.

2.1. Recreational and Educational Uses.

2.1.1. Recreational and Educational Uses. The Grantor shall have the right to engage in or permit the public to engage in non-motorized educational and recreational activities, such as hiking, bicycling, dog walking and other similar recreational uses, subject to the terms of the Public Access Paragraph 9, herein (“**Recreational and Educational Uses**”). Grantor shall have the right to allow Recreational and Educational Uses which, by way of example only, may include bicycle tours, stewardship activities, and community engagement activities, and educational seminars.

2.2. Management Plan.

2.2.1 The Management Plan. The Management Plan will be created through a process that will include the Conservancy, the City of Grand Junction (Grantor), and representatives of other interested parties as designated by the City of Grand Junction and the Conservancy. The Management Plan incorporating these maintenance obligations shall be completed and approved within two (2) years of the Effective Date. The Management Plan will identify important natural resource values (such as rare plants, paleontological resources and/or scenic views) and ensure that public uses and/or facilities are compatible with preserving Conservation Values. The Conservancy shall provide the Management Plan to the Board. The Parties shall review the Management Plan within 60 days of the anniversary of the Effective Date no less than every five (5) years and update it as the Parties determine to be necessary.

2.2.2 Trails, Trail Facilities. Trails for bicycling and hiking (“**Trails**”), and related facilities, such as but not limited to, trailheads, informational/directional kiosks, signage, restrooms and other improvements necessary to support the uses of the Trails (“**Trail Facilities**”), may be constructed, maintained, repaired and replaced on the Property in the locations and in the manner identified in The Management Plan.

2.2.3 Maintenance by Grantor. The Grantor’s responsibilities will be fully outlined in the Management Plan. These responsibilities may include maintenance of all hard surface trails, trailheads and areas of public access, targeted weed control in trailhead areas and around paved trails, removal of graffiti. Grantor will not be responsible for soft surface single track trails. The roles of other partnering entities in maintaining soft surface trails and open space areas will be outlined in The Management Plan.

2.2.4. Building Areas; Location of Restrooms, Kiosks and Parking. A maximum of two (2) building areas (“**Building Areas**”), not more than one (1) acre in size each, shall be allowed on the Property, in the location(s) designated and for the purposes described in the Management Plan and determined by the Grantor and the Conservancy. Restrooms, other open air structures including informational kiosks, shade shelters, and seating areas may be located in the Building Areas. Building areas are not for residential buildings.

2.1.5. Minor Structures. Grantor may locate open air structures including shade structures, interpretive and informational signs outside of the Building Areas in locations as designated in the Management Plan and determined by the Grantor and the Conservancy.

2.1.6. Nothing in this Easement shall be deemed to alter protections provided to the Conservancy under C.R.S §33-41-103, or any subsequent legislation. Grantor and the Conservancy specifically agree that the Grantor is both the owner and the manager of the Property, including the manager of recreational activities on the Property, and as provided in C.R.S §33-41- 103(2)(d), the Conservancy shall not be held liable for the Grantor's management of the Property for recreational or any other purposes.

### 2.3. Trails and Trail Construction.

2.2.1. Trails. Trails and Trail Facilities may be constructed, maintained and managed on the Property in a manner consistent with the Management Plan, by or under the direction of the Grantor or pursuant to a contract entered into by Grantor, with the prior written approval of the Conservancy as provided in Paragraph 18, herein, which approval shall not be unreasonably withheld.

2.2.2. Approval for Trails. The approvals described in Paragraph 2.2.1 shall be given by the Conservancy within 45 days as provided in Paragraph 18, herein, unless it is determined that the proposed activity, or the location of any trails, will substantially diminish or impair the open space or wildlife habitat Conservation Values of the Property or is otherwise inconsistent with the Purpose of this Easement, in which case permission shall be denied.

2.2.3. Public Use. Public use of the Trails is allowed, subject to the terms of the Public Access Paragraph 9, herein.

2.4. Fencing. Exterior boundary fencing shall be allowed on the Property as well as fencing, if necessary, to protect environmentally sensitive areas or areas containing paleontological or cultural resources, and/or for property management purposes. The construction or reconstruction of any fence is prohibited, except to repair or replace existing fences, build new fences for purposes of reasonable and customary management for wildlife, or to build new fences for separation of ownership and uses on the Property.

2.5. Paving; Utilities. No portion of the Property shall be paved or otherwise covered with concrete, asphalt or other paving materials, provided, however, a hard surface (concrete, asphalt or other paving materials) bicycle and/or pedestrian trail may be constructed on the Property as Phase 2 of the Monument Trail, connecting the Tabeguache Trailhead to the South Camp Road paved trail and associated facilities including an underpass under Monument Road, as permitted in the Management Plan. Grantor may also install, construct and maintain utilities (including above-ground utilities, with the prior written approval of the Conservancy as provided in Paragraph 18) for the benefit of the Property and consistent with the Purpose, but for no other properties.



3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. In addition to the above statement, the following uses and activities are expressly prohibited or restricted as provided below.
  - 3.1. No Subdivision. The Parties agree that the division, subdivision, de facto subdivision or partition in kind of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including but not limited to condominium interests or the partition in kind of undivided interests) is prohibited. At all times Grantor shall own and convey the Property (including without limitation the improvements, appurtenances, Mineral Rights and Water Rights) as a single parcel, which shall be subject to the provisions of this Easement, regardless of whether the Property consists of separate parcels as of the date of recording of this Easement, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes. Grantor may own the single parcel by joint tenancy or tenancy in common. However, Grantor shall not undertake any legal proceeding to subdivide or partition in kind in any manner such undivided interests in the single parcel.
  - 3.2. Commercial and Industrial Activities. For the purposes of this Easement the terms “industrial” and “commercial” uses have the same meaning as in the City of Grand Junction zoning code. The Property may not be used for industrial activities or uses. The Property may be used for the Recreational and Educational Uses described in Paragraph 2.1. Commercial uses inconsistent with the Purpose of the Easement are prohibited.
  - 3.3. Boundary Line Adjustments. No boundary line adjustment shall be allowed which removes any portion of the Property from this Easement, or which results in any increased density of development on or off the Property; nor shall the Property be used for calculating density of development or permitted uses on any other property or for the purpose of increasing the density of development or uses that might be permitted on any other property. The Conservancy, in its discretion, may approve a boundary line adjustment proposed by the Grantor, if consistent with the purpose of this Easement, provided that at all times the entire Property shall remain subject to this Easement.
  - 3.4. Buildings or Other Structures. No buildings or other similar structures shall be erected or placed on the Property, except as provided in Paragraph 2, Permitted Uses of Property.
  - 3.5. Paving; Driveway. Subject to the provisions of Paragraph 2, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other paving materials except as specifically set forth in Section 2.4.
  - 3.6. Signs and Billboards. With the exception of the Conservancy’s right to place a sign on the perimeter of the Property as described below, and the signs which are permitted in the Management Plan, no signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for an appropriate and customary identification sign, a sign or signs acknowledging contributors to the acquisition of the Property, signs regarding the recreational use of the Property and educational and interpretive signs. No signs shall diminish, impair or interfere with the Conservation Values of the Property. The

Conservancy shall erect one or more signs visible from the nearest public roadway, or from an alternative location approved by the Board, identifying the Board's Grant and investment in this Property to the public

- 3.7. No Mining which Disturbs the Surface. The drilling, exploration by geophysical and other methods, mining, extraction and operating for and producing from the Property, including the construction of any and all roads, pipelines, structures, equipment, tanks, storage facilities, ponds, evaporation pools or pits, utility lines, of any kind or description, and including all activities described as "oil and gas operations" in C.R.S. §34-60-103, as amended (collectively referred to as "**mining**"), of soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fuel, or any other mineral substance, of any kind or description (collectively referred to as "**Minerals**"), is prohibited on the Property, except as provided in this paragraph entitled "Mining". Mining which disturbs the surface of the Property is prohibited; mining that does not disturb the surface in any way is permitted, as provided in this Paragraph ("Mining").
- 3.8. Trash. The dumping or uncontained accumulation of trash or refuse on the Property is prohibited.
- 3.9. Hazardous Materials. The storage, dumping or other disposal of "**Hazardous or Toxic Materials**" or of non-compostable refuse on the Property is prohibited. For the purpose of this Easement "Hazardous or Toxic Materials" shall be taken in its broadest legal context and shall include any petroleum products as defined in ASTM Standard E 1527-05 and any hazardous or toxic substance, material or waste that is regulated under any federal, state or local law. Notwithstanding anything in this Easement to the contrary, the prohibitions in this Easement do not make or allow the Conservancy or the Board to become an owner or operator of the Property, nor does it permit the Conservancy or the Board to exercise physical or managerial control over the day-to-day operations of the Grantor or control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Conservancy may bring an action to protect the Conservation Values of the Property, as described in this Easement. (The prohibitions in this Easement do not impose liability on the Conservancy for Hazardous or Toxic Materials, nor shall the Conservancy be construed as having liability as a "responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, or similar federal or state statutes.) Nothing in this paragraph shall prohibit the use of chemicals and products in accordance with applicable laws and manufacturer's instructions.
- 3.10. Aircraft runways. Aircraft runways are prohibited.
- 3.11. Rights of Way, Easements and Utility restrictions. Except for existing and approved roads and utilities as specifically referenced herein, there shall be no rights of way and access easements including driveways, roads, utilities and utility lines upon or within the Property without the prior written approval of the Conservancy. No towers, power generation or transmission facilities, antennas or equipment for telecommunications or radar shall be allowed.

- 3.12. Commercial Recreational Activities. Commercial recreational activities are prohibited, except those with a *de minimus* impact on the Conservation Values, as determined by the Conservancy, in its sole discretion. Grantor shall not construct or place any new recreational improvement on the Property, except that is provided in paragraph 2 Permitted Uses of Property including but not limited to athletic fields, courts, golf courses or ranges, airstrips, helicopter pads, or shooting ranges.
- 3.13. Motorized Vehicles. Use of snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles except for trail or property-maintenance and/or emergency response purposes, is prohibited.
- 3.14. 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. Commercial timber harvesting on the Property is prohibited.
4. Water Rights. No water rights are encumbered by this Easement.
5. Rights to the Conservancy. To accomplish the purpose of this Easement, in addition to the rights described in C.R.S. §§38-30.5-101, *et seq.*, as amended from time to time, the following rights are granted to the Conservancy:
  - 5.1. To preserve and protect the Conservation Values of the Property;
  - 5.2. To enter upon the Property, in order to monitor compliance with and otherwise enforce the terms of this Easement.
  - 5.3. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, or which may be reasonably expected to have material adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use, and
  - 5.4. To place and maintain on the perimeter of the Property a sign or signs indicating that a conservation easement is held by the Conservancy on the Property. The size of the sign and the location, design and content of such signs shall be determined through mutual agreement of the Grantor and the Conservancy.
6. Rights Retained by Grantor. The Conservancy grants to Grantor and to Grantor's successors, and assigns, all rights to use the Property in accordance with the Management Plan, that are not expressly prohibited herein and are consistent with the preservation of the Conservation Values of this Easement.
7. Responsibilities of the Grantor and the Conservancy Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Conservancy, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:
  - 7.1. Taxes. The Grantor is exempt for payment of taxes and assessments. If in the future the owner of the Property is not exempt from payment of taxes and

assessments, then during its period of ownership such owner shall be solely responsible for payment of taxes and assessments levied against the Property, including any taxes imposed upon, or incurred as a result of, this Easement. If the Conservancy is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse the Conservancy for the same.

7.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property, including weed control and eradication, to the extent it may be required by law, and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. The Conservancy shall have no obligation for the upkeep or maintenance of the Property.

7.3. Insurance; Mortgages, Deeds of Trust. The Grantor shall be responsible for the maintenance of comprehensive general liability insurance or self-funded insurance, in an amount of at least \$2,000,000 with coverages determined by the Grantor, on the Property. Grantor shall name the Conservancy as an additional insured on such comprehensive general liability insurance coverage and shall provide a certificate of such insurance to the Conservancy upon the request of the Conservancy. Any mortgage or deed of trust which encumbers all or a portion of the Property shall be subordinate to the terms of this Easement and the foreclosure of any such mortgage or deed of trust shall not adversely affect the existence or continuing validity of this Easement.

8. Enforcement.

8.1. The Conservancy shall have the right to prevent and correct violations of the terms of this Easement, including taking appropriate legal action, in accordance with the terms of this subparagraph. If the Conservancy finds what it believes is a violation, it shall provide written notice to the Grantor and the Board of such alleged violation. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, wildlife habitat or scenic qualities of the Property, the Conservancy will give the Grantor sixty (60) days to correct the violation before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Conservancy may obtain an injunction to stop it, temporarily or permanently. A court may also issue an order requiring the Grantor to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Conservancy for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. These rights are in addition to any rights as described in C.R.S. §§38-30.5-101, *et seq.*, as amended from time to time. The failure of the Conservancy to take immediate action shall not bar it from doing so at a later time.

8.2. Enforcement of the terms of this Easement shall be at the sole discretion of the Conservancy. Accordingly, any forbearance by the Conservancy to exercise its rights under this Easement shall not be deemed or construed to be a waiver by the Conservancy of any term of this Easement or of any of the Conservancy's rights under this Easement. No delay or omission by the Conservancy in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or

remedy or be construed as a waiver. Grantor hereby waives the defenses of laches, estoppel and prescription in any action brought by the Conservancy to enforce this Easement. Grantor hereby waives any defense available to Grantor pursuant to C.R.S. §38-41-119.

- 8.3. If the Conservancy prevails in any action to enforce or defend the terms of this Easement, any costs incurred by the Conservancy in enforcing the terms of this Easement against Grantor, including, 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 the court finds no violation or if Grantor prevails in any action to enforce or defend the terms of this Easement, then Grantor and the Conservancy shall each bear their own expenses and attorney fees. The Grantor and the Conservancy agree that this allocation of expenses is appropriate in light of the potential disparate financial incentives of the Grantor and the Conservancy and the Conservancy's public benefit mission.
9. Public Access. The public shall have access to the Property for recreational opportunities, subject to the regulations imposed on such use and access imposed by the Grantor as may be necessary to protect the public safety, and to protect the other Conservation Values of the Property, and to balance wildlife habitat needs and public recreation.
10. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against the Grantor for any injury or change to the Property resulting from causes beyond Grantor's control, including, but not limited to, 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 natural events. Grantor understands that nothing in this Easement relieves the Grantor of any obligation or restriction on the use of the Property imposed by law.
11. Assignment of Easement.
  - 11.1. This Easement is transferable, but the Conservancy may assign its rights and obligations under this Easement only to an organization that:
    - 11.1.1. is a qualified organization at the time of transfer under I.R.C. § Section 170(h) as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder;
    - 11.1.2. is authorized to acquire and hold conservation easements under Colorado law;
    - 11.1.3. agrees in writing to assume the responsibilities imposed on Grantee by this Deed; and;
    - 11.1.4. is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction.

- 11.2. The Board shall have the right to require the Conservancy to assign its rights and obligations under this Easement to a different organization if the Conservancy ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Paragraph 11, the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to the satisfaction of the Board, the Board may require that the Conservancy assign this Easement to an organization designated by the Board that complies with Paragraph 11.1, 11.2 and 11.3, above.
- 11.3. If the Conservancy desires to transfer this Easement to a qualified organization having similar purposes as the Conservancy, but Grantor or the Board has refused to approve the transfer, the Conservancy may seek an order by a court with jurisdiction to transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on the Conservancy by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.
- 11.4. Upon compliance with the applicable portions of this Paragraph 11, the Parties shall record an instrument completing the assignment in the property records of the county or counties in which the Property is located and provide a copy of the recorded assignment to the Board. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances.
12. Transfer of Property. Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Conservancy and the Board in writing at least forty-five (45) days prior to the transfer of the Property; Grantor may be required to pay the Board an Additional Refund as provided in Paragraph 16, below. The document of conveyance shall expressly refer to this Easement. Upon any transfer of the Property, or any portion thereof, Grantor shall have no further liability or obligations under this Easement with respect to the portion of the Property which is transferred, except to the extent such liability arises from acts or omissions occurring prior to the date of transfer.
13. Amendment of Easement. If circumstances arise under which an amendment to or modification of this Deed or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Deed so long as the amendment (i) is consistent with the Conservation Values and Purpose of this Deed, (ii) does not affect the perpetual duration of the restrictions contained in this Deed, (iii) does not affect the qualifications of this Deed under any applicable laws, (iv) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time), and (v) receives the Board's prior written approval. Any amendment must be in writing, signed by the Parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. A copy of the recorded amendment shall be provided to the Board. Amendment of the Deed shall not affect the Deed's priority against any intervening liens, mortgages, easements, or other encumbrances. In order to preserve the Deed's priority, the Board may require that

Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances, and the Board may require a new title policy. For the purposes of the Board's approval under item (v) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Deed. Nothing in this Paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment. The Conservancy shall have the right to charge a fee to Grantor for time and costs associated with any amendment.

14. Hold Harmless. To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend the Conservancy and the Board and the members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successor 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 attorney's fees, arising from or in any way connected with (a) injury or 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 to the negligence (in which case liability shall be apportioned in accordance with Colorado law) or intentional acts or omissions of any of the Indemnified Parties; (b) the obligations of Grantor and the Conservancy specified herein and the obligations of the Conservancy under the Enforcement Paragraph, above; and (c) the presence or release of Hazardous or Toxic Materials on, under or about the Property. The Indemnified Parties acknowledge and agree that the City of Grand Junction has certain legal protections from liability in accordance with C.R.S. §§ 24-10-101 *et seq.* and may, as it determines appropriate, assert those protections as allowed by law to any action(s) in tort or which could lie in tort, regardless of whether that may be the form of relief chosen by a claimant.
  
15. Termination of Easement.
  - 15.1. This Deed constitutes a real property interest immediately vested in the Conservancy, the value of which has not been determined as of the Effective Date. Should this Deed be taken for the public use or otherwise terminated according to this Paragraph 15, the Conservancy shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property, expressed as a percentage, as of the date of the taking or termination (the "**Easement Value Percentage**"). The Easement Value Percentage shall be used to determine Grantee's compensation according to the following Paragraph 15.2.
  
  - 15.2. If a court with jurisdiction determines that conditions on or around the Property have changed so much that none of the conservation purposes of the easement created by this Deed can continue to be fulfilled, the court, at the joint request of Grantor, the Conservancy and the Board, may terminate the easement created by this Deed. If condemnation of a part of the Property or of the entire Property by public or permitted authority renders it impossible to fulfill all of these conservation purposes, the easement may be terminated through condemnation proceedings. If the Easement is terminated and the Property is sold or taken for public or permitted use in whole or in part, then Grantor and the Conservancy shall act jointly to recover the full fair market value of the affected portion of the Property valued as unencumbered by this Easement and all damages resulting

from the condemnation or termination, and as required by Treasury Regulation Sec. 1.170A-14(g)(6), the Conservancy shall be entitled to a percentage of the gross sale proceeds or condemnation award in an amount which is at least equal to the ratio of the value of this Easement to the unrestricted fair market value of the Property, as these values are determined as of the date of the taking or termination (the "**Conservancy's Proceeds**"). The Conservancy's Proceeds Percentage shall remain constant. The Board shall be entitled to receive fifty-nine percent (59%) of the Conservancy's Proceeds. Upon the Conservancy's receipt of the Conservancy's Proceeds, the Conservancy shall promptly remit to the Board its share of these proceeds. The Conservancy shall use the Conservancy's Proceeds consistently with the conservation purposes of this Easement. The Conservancy's remedies described in this Paragraph shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108.

- 15.3. In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of the Grantor, the Conservancy and the Board that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.
16. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond this Deed; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("**Sale**"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "**Additional Board Refund**"), in addition to any payment that the Board may be entitled to receive under Paragraph 15 above. In the event of any condemnation of the fee title, the requirements of this section shall continue to apply with the exception of the need for prior written Board approval. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale or condemnation of the fee title (which shall be defined as the fair market value of the property being sold in the Sale or condemnation of the fee title, minus direct transaction costs) ("**Net Proceeds**"). The Additional Board Refund shall be determined by: a) first dividing the portion of the Board's Grant amount attributed to the original purchase price by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale or condemnation of the fee title. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest



due at the time of the Sale or condemnation of the fee title. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale or condemnation of the fee title. If a Sale or condemnation of the fee title occurs to a third party that is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board.

17. Interpretation. This Easement shall be interpreted under the laws of the State of Colorado, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes and protection of the Conservation Values. Grantor intends this donation of a Deed of Conservation Easement to qualify for a deduction under Section 170(h) of the Code and for the credit under C.R.S. §39-22-522, all provisions of this Easement shall be interpreted to effectuate that intent, and a court may reform this Easement as necessary to effectuate such intent, while preserving the Conservation Values of the Property.
18. Perpetual Duration. The easement created by this Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in this Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
19. Approvals. Certain activities herein are allowed only if the permission of the Conservancy is first obtained. When approval of the Conservancy is required, the Grantor must give notice to the Conservancy of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information and must be deemed sufficient by the Conservancy in its sole discretion for review of the proposed activity to constitute proper notice. The Conservancy shall have forty-five (45) days from the receipt of the notice to review the proposed activity and to notify the Grantor of any objections thereto. Except as provided herein where the Conservancy's approval may be withheld in its discretion, the approval may be withheld only upon a reasonable determination by the Conservancy that the action as proposed would be inconsistent with the purpose of this Easement and materially adversely impact the Conservation Values of the Property; the reason(s) for such determination shall be set forth with specificity by the Conservancy in such written notice to Grantor. Grantor shall not engage in the proposed act or use until Grantor receives the Conservancy's approval in writing. The Grantor shall be responsible for all reasonable costs of the Conservancy associated with the approval, including the Conservancy's reasonable attorney fees, unless the Parties agree otherwise.
20. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by Federal Express or other similar courier service specifying the earliest available delivery, or by certified mail, return receipt requested, to the Grantor, the Conservancy and the Board, at the following addresses, unless otherwise notified:

To the Grantor:

City of Grand Junction c/o City Attorney  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

To the Conservancy:

The Mesa County Land Conservancy dba Colorado West Land Trust  
1006 Main Street  
Grand Junction, CO 81501

To the Board:

Executive Director  
State Board of the Great Outdoors Colorado Trust Fund  
1900 Grant St., Suite 725  
Denver, CO 80203

21. Grantor's Title Warranty; Access. The Grantor warrants that it has good and sufficient title and legal and physical access to the Property, that the Conservancy has access to the Property for the purposes described in this Easement, that any mortgages, deeds of trust or monetary liens encumbering the Property are subordinate to the terms of this Easement, and hereby promises to defend the same against all claims from any persons. Grantor hereby grants to the Conservancy the right to access the Property for the purposes described herein, across any property owned by the Grantor, including this Property, or across any easements, rights of way or routes of access of any kind or description, now owned or later acquired by the Grantor, and to ensure that at all times the Conservancy has full right of access to the Property for the purposes described in this Easement. The Parties intend that this Easement encumber the Property, including any property accreted thereto, and including the Minerals, (*if applicable*, except to the extent described in the Pre-Exiting Mineral Reservations, Severances or Leases Paragraph, above), and the Water Rights described herein, whether any such interest is now owned or is later acquired by the Grantor.
22. Grantor's Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of Hazardous or Toxic Materials on the Property and promises to defend and indemnify the Conservancy, its successors and assigns, against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
23. Grantor's Other Warranties. Grantor is duly authorized (and if the Grantor is an entity it is properly organized and in good standing), and has taken all necessary actions to execute this Easement and this Easement is enforceable against Grantor in accordance with its terms. Grantor is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property or this Easement.

24. No Transfer of Development Rights. For purposes of this Easement, “**Development Rights**” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Easement, Grantor conveys to the Conservancy all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor herein. Under no circumstances shall any portion of the Property be used for the purpose of calculating or giving credits, which result in additional density of development, beyond what is allowed in this Easement, on or off of the Property. Grantor shall not grant access across the Property to or for the benefit of any other Property without the prior written permission of the Conservancy which permission it may withhold in its sole discretion.
25. Acceptance. As attested by the signature of its President affixed hereto, the Conservancy hereby accepts without reservation the rights and responsibilities conveyed by this Easement.
26. Recording. The Conservancy shall record this instrument in timely fashion in the official records of Mesa County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.
27. Non-Merger. A merger of this Easement and the fee title to the Property cannot occur by operation of law because, in addition to the Conservancy’s rights and interest under this Easement, the Board has rights under this Easement. Under Colorado law, the existence of these rights precludes unity of title. If the Conservancy wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), the Conservancy must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Conservancy first transfer this Easement to another qualified organization consistent with Paragraph 11 above. In the event the Conservancy acquires fee title interest or any other interest in the Property without the Conservancy’s prior knowledge (e.g., receiving real property by will), the Conservancy must immediately provide notice of its acquisition to the Board, and the Board may require that the Conservancy transfer this Easement another qualified organization consistent with Paragraph 11 above.
28. No Third-Party Beneficiary. This Deed is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, and the Board and their respective successors and assigns for the purposes set forth in this Easement. This Easement does not create rights or responsibilities in any third parties beyond Grantor, Grantee, and the Board.
29. 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.
30. 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.

31. Joint Obligation. In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Deed upon Grantor.
32. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado. Venue for any dispute concerning this Easement shall be Mesa County, Colorado.
33. 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.
34. 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.
35. Conservancy Acknowledgement of Donation (I.R.C. Sec. 170(f)(8)). The Conservancy acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided, except for the consideration, if any, recited above.
36. Recitals and Exhibits Incorporated. The Recitals, above, and the Exhibits attached hereto, are incorporated into this Easement and are a material part of this Easement.
37. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board under this Deed shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.
38. Land Management/Management Plan. To facilitate periodic communication between Grantor and the Conservancy about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "Management Plan" jointly prepared and agreed upon by Grantor and the Conservancy within one year of the Effective Date. The Conservancy shall provide the Management Plan to the Board. The Parties shall review the Management Plan at least every five (5) years and update it if either Party determines an update is

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

IN WITNESS WHEREOF Grantor and the Conservancy have executed this Deed of Conservation Easement as of the date first shown above.

GRANTOR:

CITY OF GRAND JUNCTION, A COLORADO HOME RULE MUNICIPALITY

By: [Signature]

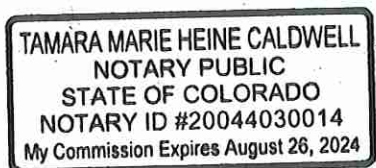
Title: City Manager

STATE OF Colorado )  
 ) ss.  
COUNTY OF Mesa )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2020, by Gary Eaton, as City Manager of the City of Grand Junction, a Home Rule Municipality, as Grantor.

WITNESS my hand and official seal.

(SEAL) My commission expires: \_\_\_\_\_



[Signature]  
Notary Public

Accepted:

MESA COUNTY LAND CONSERVANCY, INC., a Colorado non-profit corporation,  
doing business as COLORADO WEST LAND TRUST:

by: William Findlay  
 its: Vice President

attest: R.B. Sewell  
 its: Treasurer



STATE OF Colorado )  
 ) ss.  
 COUNTY OF Mesa )

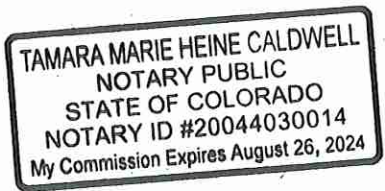
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of October, 2020, by William Findlay, as Vice-President and by R.B. Sewell as Treasurer, of the Mesa County Land Conservancy, Inc., a Colorado non-profit corporation, doing business as Colorado West Land Trust, as Grantee.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(SEAL)

Tamara Marie Heine Caldwell  
 Notary Public



**Exhibit A – Legal Description of Property**

MESA COUNTY, COLORADO

Lot 2, No Thoroughfare Creek Minor Subdivision, according to the plat thereof recorded on August 4, 2020, at Reception No. 2936351, in the records of the Mesa County Clerk and Record.

Exhibit B - Map of Property

