

La Plata Open Space Conservancy

Conservation Easement
Baseline Documentation

City of Durango – Cameron/Sterk Conservation Easement

December 27, 2012

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La Plata Open Space Conservancy Conservation Easement Documentation Report

City of Durango – Cameron/Sterk Conservation Easement

December 27, 2012

Introduction:

This report documents the conservation values and existing conditions of the City of Durango – Cameron/Sterk Conservation Easement property (hereafter referred to as the “Property”) totaling approximately 43.71 acres in La Plata County, Colorado. This report accompanies the conveyance of a Deed of Conservation Easement from the property owner to La Plata Open Space Conservancy (LPOSC), an IRS-qualified 501(c)(3) nonprofit land trust. The purpose of the conservation easement is to protect the following Conservation Values on the Property in perpetuity:

1. River floodplain and natural open space for viewshed, habitat and recreation
2. Natural habitat for wildlife – including summer and winter range, winter concentration area, winter forage area, and/or overall range for a variety of species of game and non-game wildlife
3. Low-impact recreational opportunities for the community
4. Educational opportunities for ecological sustainability

Grantor(s): City of Durango
Address: 949 E. 2nd Ave.
Durango, CO 81301

Property Location: Sec. 9, T35N, R9W
Road: Animas View Drive
Town: Durango
County: La Plata

Land Types: Total # Acres: 43.71

70% Riparian/Wetland 20% Shrub/grass/forb 10% River

Description of Property and Conservation Values:

The Property contains approximately 43.71 acres, which comprises one legal parcel on the west bank of the Animas River. The land lies in the 100-year floodplain of the River. The Property consists primarily of a portion of the river channel and point bars, riparian shrubs and riparian forest. There are also areas of desert shrub, primarily rabbitbrush, and there are also invasive trees and forbs, primarily Russian olive and thistles. An old oxbow that has mostly filled in over the past centuries provides pockets of wetland. The Property lies at approximately 6550 feet in elevation.

The Property is bordered by agricultural land to the south, north and east. The Durango and Silverton Narrow Gauge Railroad runs along the western boundary. West of the railroad lies dense urban development, primarily multi-family properties. Portions of property to the south are protected by conservation easements. There are additional protected lands nearby to the northeast. The adjacent property to the north and east is undeveloped floodplain in private

ownership. The Animas River forms the southern and south-eastern boundary of the Property, except a small portion of point bar on the southeast bank of the river. The point bars have historically been used recreationally as beaches.

The Property lies in the Animas River floodplain, which is a Holocene-era stream-channel. As a result, the majority of the soil on the Property is considered to be Riverwash soil. Riverwash forms on flood plains, drainageways and valleys and consists of sandy and/or cobbly or gravelly alluvium. The portions of the Property that lie on the south and east banks of the rivers are characterized by Teflon loam soil. This alluvial soil is poorly drained and close to the water table. The typical vegetation found in this soil type is mountain meadow grasses and forbs. It consists of mixed alluvium and is considered to be poorly drained. Its use for agriculture is severely limited due to saturation. Along the western edge of the Property is Hayness loam. This is a medium-textured alluvium derived from sandstone. It is well-drained, but limited for agriculture due to erosion issues. At this location, the Fruitland and Menefee formations have been eroded away, and thus there are no known coal resources on the Property. The Morrison Formation of bedrock lies deeper than 100 feet under the property. Additionally, there are no known veins of uranium or precious-metal-producing ores to be found on the Property. The natural gas producing San Juan Basin is found to the south and does not extend to the Property, thus exploration for oil and gas are unlikely. The owner retains the mineral rights, including sand and gravel on the Property and is prohibited from development of this resource.

Colorado Parks and Wildlife (CPW) has identified loss of habitat as the single greatest threat to wildlife species. The Property contains important year-round range for mule deer and elk. Being part of the Animas River corridor, it also supports a variety of raptor species, such as bald eagles, peregrine falcons and red-tailed hawks, as well as resident and migrant songbirds and waterfowl. The Property has been mapped by CPW as 1) winter concentration and foraging area for bald eagle (a state-listed threatened species); 2) summer and fall concentration area for black bear; 3) resident populations, production area and winter concentration area for elk; 4) brood concentration, production, winter concentration and foraging area for geese; 5) overall range for Gunnison's prairie dog; 6) overall range for mountain lion; 7) resident population and summer range for mule deer; 8) within 1 mile of active and inactive peregrine falcon nests; 9) overall range of river otter; and 10) overall range for wild turkey. CPW and LPOSC have developed a scoring system to help prioritize properties for conservation of wildlife habitat. The scoring is based on parcel size, types of habitat, proximity to public and protected lands, mapped attributes, types of species, and species diversity. Using this system, LPOSC scored the Easement Property at 80, placing it in the mid range of properties prioritized for habitat protection. This score reflects a gross score of 94 which was adjusted due to the recreational uses (current and proposed) of the Property and the presence of a major highway and high density development between the Property and the nearby public lands (Animas Mountain). (Properties that score in the lower range – below 60 – must exhibit additional significant conservation values in order to be considered by LPOSC for conservation easement protection.)

The Colorado Natural Heritage Program has mapped an area that includes the Easement Property as the “Animas City Mountain Potential Conservation Area (PCA)” for its importance as foraging habitat for the globally vulnerable American peregrine falcon. This PCA encompasses four active and one inactive breeding sites (when last monitored in 2007), but does not include the entire foraging area for these breeding pairs. Animas City Mountain is a BLM-controlled

federal parcel lying due west of the Property and thus the inclusion of the Property within the PCA appropriately acknowledges the importance of this open space in the Animas Valley to the continued recovery of the species.

The Property is currently used for open space and recreation and has been historically used for grazing. Adjacent properties are used for residential and agricultural purposes

The Property is in an area that has been targeted by the City of Durango for annexation and high density residential development. The Animas Valley north of the city was historically dedicated to large ranches and farms. In the past two decades, many of these farms and ranches have been converted to large and small subdivisions, including a semi-private golf resort community. This development has placed increasing pressure on large game species, as well as constraining the movement of other wildlife species that depend on the riparian zone that courses through the valley. The proximity of the Property to federal lands, other protected lands and its riparian habitat all contribute to its value as a protected parcel.

Background Information:

The Easement Property was purchased by A.P.C. Cameron in 1992. The Property was once part of a larger tract owned by V.S. and Robbie Tucker that was divided into parcels of varying sizes for nearby development, including the townhome properties west of the Easement Property and the Ptarmigan Farms subdivision to the south. According to recent owner, George Sterk, the property has historically been used for grazing. The Property was sold to the City of Durango by A.P.C. Cameron and George Sterk in September 2012 to be used as open space for wildlife and recreation.

The owner intends for the Property to remain in the public domain for the purpose of open space, wildlife habitat and recreation. There is minimal development permitted on the Property, solely in the southern portion and along the railway, for purposes of enhancing the recreation value.

Legal Information:

The Easement Property is owned by the City of Durango. The terms of a grant by GOCO required that the Property be placed under conservation easement. The Property consists of a single parcel within Tax District 1106. The Property has not been reclassified for property tax purposes, however the City of Durango is exempt from such taxes.

La Plata County is not zoned. The Property is located within the Animas Valley Planning District of La Plata County, and is subject to the Animas Valley Land Use Plan, which is a guideline for development, rather than a zoning ordinance. The Animas Valley Land Use Plan consists of a map dividing the District into sub-districts. These sub-districts are defined within the Land Use Code of La Plata County, Colorado. The Property lies primarily within the River Corridor District, which is generally defined by the 100-year floodplain. No development may occur in the floodplain itself. The purposes of the River Corridor District are to reduce damage due to floods, protect the riparian habitat, and preserve the scenic views along the Animas River. The northern section of the Property is defined as 5-acre single-family residential. Such development is prohibited by this conservation easement.

No known water rights are associated with the Property.

Mineral rights are not known to have been severed from the Property, thus the owner retains control of mineral development. An assessment of mineral resource development potential by a professional geologist indicates that the possibility of any such development is remote, and such development is prohibited by this conservation easement.

Structures and Improvements on Property:

At the time of the granting of this easement, the only improvements on the property were two old sheds near the southern end of the property and some perimeter fencing. The sheds have since been removed, but at least one concrete pad remains. Any other pads, if any, are currently covered by snow.

Condition of Land:

The Property is currently used as open space for wildlife and recreational purposes. It consists of areas of sandy beaches favored for river recreation and used by wildlife. A large portion of the Property is covered by riparian vegetation, such as narrowleaf cottonwood, sandbar willow, Rocky Mountain juniper and a variety of grasses and forbs. There is also a large section along the western part of the property that is dominated by desert scrub, primarily rabbitbrush. There are also native shrubs useful to wildlife, particularly chokecherry, wild rose and golden currant. The Property also hosts a significant amount of non-native and invasive species, particularly Russian olive, Siberian elm, thistles and other invasive grasses and forbs. The Property is subject to the unchecked meandering of the Animas River, which can erode banks and make deposits on the point bars.

Environmental Inspection/Assessment:

The easement property and adjoining land have been visually inspected for evidence of hazardous materials contamination. No signs of stained or disturbed soils, vegetative damage, oily or discolored surface waters, unusual odors, above or underground storage containers, legal or illegal dumping of hazardous materials, or other evidence of the presence of hazardous materials contamination have been observed. An environmental assessment by SME Environmental Consultants revealed the presence of buried automobiles along the southwest part of the Property, but did not reveal the presence of hazardous substances. Reviews of deeds and title policy, and the property's history of uses, do not indicate a need for additional inspection.

Archaeology/History:

The Property was likely used as a hunting ground for centuries by native people. The Property was not surveyed for archaeological sites for purposes of the conservation easement; however, there are no notable sites on the property known to LPOSC. The Property has been used historically for grazing livestock.

Probable and Possible Impacts and Considerations:

The Property contains, and is surrounded by, rich and diverse wildlife resources and agricultural cropland and grazing land. Preservation of the Property in its present open space state will help provide access to critical riparian habitat for a variety of wildlife species, including threatened bald eagles, peregrine falcons and economically important large game species. Protection of the Property, adjacent properties, and other nearby protected lands, helps provide a buffer for BLM

lands to the west. They also help preserve historically scenic views in the Animas Valley, which is also a strong economical factor in La Plata County.

Conservation Easement Summary:

The City of Durango Cameron-Sterk conservation easement is designed to protect natural open space and wildlife habitat on approximately 43.71 acres of riparian, desert scrub and wetland in La Plata County, Colorado. The land has been and will continue to be used for open space and recreation, which will have minimal impact on the Property's conservation values.

Report Preparer(s), Procedures:

This report was prepared by Eilene Lyon of Home Free USA, Inc., who contracts with La Plata Open Space Conservancy for stewardship monitoring purposes. Ms. Lyon and LPOSC staff utilized site visits and interviews with the property owner; on-site digital photos mapped with a Global Positioning System (GPS); topographic mapping and aerial photos from the US Geological Survey, the Bureau of Land Management, and/or La Plata County GIS; habitat evaluation and species mapping from Colorado Parks and Wildlife; wildlife and plant habitat mapping and data from the Colorado Natural Heritage Program and Fort Lewis College students; digital soils mapping and data from the Natural Resource Conservation Service; an Environmental Site Assessment by SME Environmental Consultants; and assessment of mineral development potential from Michael Mathieson, Geologist.

In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, this natural resources inventory is an accurate representation of the Property at the time of the conservation easement donation.

City of Durango
Grantor
K. S. Aelf
By

La Plata Open Space Conservancy
Grantee
[Signature]
By Scott Perez, Executive Director

By

Attachments:

1. Deed(s) to Property
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STATE DOCUMENTARY FEE
\$12.00 9-28-2012

WARRANTY DEED

EXEMPT

THIS DEED, Made this 27th day of September, 2012, between

AUTUMN P.C. CAMERON and GEORGE R. STERK,

of the County of La Plata and State of Colorado, grantor(s), and

THE CITY OF DURANGO, COLORADO, a Municipal Home-Rule Corporation,

whose legal address is 949 East 2nd Avenue
Durango, Colorado 81301

of the County of La Plata and State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for and in consideration of the sum of
— ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$1,225,000.00) —
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have
granted, bargained, sold and conveyed, and by these presents, do grant, bargain, sell, convey and confirm unto the
grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate lying
and being in the County of La Plata, State of Colorado, described as follows:

Real property described on Exhibit A hereto attached, the contents of which are incorporated by reference herein.

also known by street and number as N/A

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise
appertaining, and 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(s), 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(s), its successors and assigns forever. And the grantor(s), for themselves, their successors and assigns do
covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the
enclosing and delivery of these presents they are well seized of the premises above conveyed, have good, sure, perfect,
absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful
authority to grant, bargain, sell and convey the same in manner and form 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, except easements, reservations, and restrictions of record, as described in Exhibit B hereto
attached, the contents of which are incorporated by reference herein.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and
peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully
claiming the whole or any part thereof.

IN WITNESS WHEREOF the grantor(s) have executed this deed on the date set forth above.

Autumn P.C. Cameron *George R. Sterk*
Autumn P.C. Cameron George R. Sterk

STATE OF COLORADO)
County of La Plata) ss.

The foregoing instrument was acknowledged before me this 27th day of September, 2012, by Autumn P. C.
Cameron and George R. Sterk.

My commission expires 8-10, 2013. Witness my hand and official seal.

JANICE SUE PUCKETT
NOTARY PUBLIC
STATE OF COLORADO

Janice Sue Puckett
Notary Public

The provisions of this form that are not in bold letters have been approved by the Colorado Real Estate Commission (Form 932)
My Commission Expires 08/10/2013



Return to: City of Durango Attn: David Smith
949 E. 2nd Ave
Durango, CO 81301

LP21100259E

EXHIBIT A
[CAMERON-STERK TO CITY OF DURANGO]

TRACT I:

A tract of land lying and being in Lots 9, 10 and 15, Section 9, Township 35 North, Range 9 West, N.M.P.M., and being more particularly described as follows, to-wit;

BEGINNING at the Southeast corner of Lot 9, Section 9, Township 35 North, Range 9 West, N.M.P.M.:

Thence running from said point of beginning North 0° 17' West along the East boundary line of Section 9 a distance of 1273.1 feet, more or less to the Northeast corner of said Lot 9, Section 9;

“ “ South 89° 09' West along the North boundary line of said Lot 9, a distance of 822.2 feet, more or less to a point on the East boundary line of the D&RGWRR;
“ “ along the Easterly boundary of the D&RGWRR along the following courses and distances:

South 33° 56' West, 277.8 feet;
South 28° 36' West, 500.00 feet;
South 30° 48' West, 257.1 feet;
South 33° 27' West, 243.0 feet;
South 35° 46' West, 280.0 feet;
South 38° 59' West, 122.7 feet;
South 46° 34' West, 97.8 feet;
South 55° 50' West 104.9 feet;
South 65° 09' West 101.3 feet;
South 72° 11' West, 72.4 feet;
South 74° 05' West 167.0 feet;
South 71° 40' West, 109.0 feet;
South 65° 28' West, 46.7 feet;
South 63° 49' West, 16.5 feet;

“ “ South 0° 24' West, a distance of 110.9 feet;

“ “ North 88° 25' East, a distance of 1018.4 feet, more or less to a point on the East boundary line of Lot 15, Section 9;

“ “ North 0° 03' East along the East boundary line of Lot 15, a distance of 495.0 feet, more or less, to the Northeast corner of said Lot 15;

“ “ North 88° 18' East along the South boundary line of Lot 9, Section 9, a distance of 1361.4 feet, more or less, to the Southeast corner of the said Lot 9, Section 9 and the point of beginning.

LESS AND EXCEPT any portion of the above described tract of land lying and being South and East of the centerline of the Animas River as the same may exist in a Southerly and Westerly direction from the Northwest corner of Lot 12 in Ptarmigan Farms, according to the plat thereof filed for record October 16, 1978 as Reception No. 424980.

ALSO LESS AND EXCEPT that portion, if any, lying and being South and East of the North boundary of Lot 3A in Sugnet Boundary Adjustment, according to the plat thereof filed for record July 27, 2005 as Reception No. 914299.

TRACT II:

A non-exclusive easement, 30 feet in width, as described in Quit Claim Deed recorded June 2, 1992 as Reception No. 628089.

EXHIBIT B
[CAMERON-STERK TO CITY OF DURANGO]

SUBJECT TO ditches and ditch rights; water rights, claims or title to water, whether or not such excepted matters are shown by the Public Records.

FURTHER SUBJECT TO any rights, title or interest of the general public, the State of Colorado and/or the United States in and to the bed, banks and waters of the Animas River.

FURTHER SUBJECT TO any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Animas River lying within the subject land; and any question as to the location of such center thread, bed, bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.

FURTHER SUBJECT TO any tax, assessment, fees or charges, by reason of the inclusion of the subject property in the West Animas Sanitation District.

FURTHER SUBJECT TO terms, agreements, provisions, conditions and obligations as contained in Crossing Easement Agreement, between the Durango and Silverton Narrow Gauge Railroad and the City of Durango, dated August 28, 2012, recorded September 12, 2012 at Reception No. 1052727.

FURTHER SUBJECT TO an undivided ½ of all oil, gas and other minerals as reserved by William R. Rouse and Pearl E. Rouse in Deed to V.S. Tucker and Robbie Lee Tucker, recorded March 26, 1964 in Book 473 at Page 179, and any and all assignments thereof or interests therein.

FURTHER SUBJECT TO reservation of right of proprietor of any penetrating vein or lode to extract his ore; and right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded August 4, 1894 in Book 23 at Page 394.

Legal Description

TRACT I:

A tract of land lying and being in Lots 9, 10 and 15, Section 9, Township 35 North, Range 9 West, N.M.P.M. and being more particularly described as follows, to-wit:

BEGINNING at the Southeast corner of Lot 9, Section 9, Township 35 North, Range 9 West, N.M.P.M.;

Thence running from said point of beginning North 0° 17' West along the East boundary line of Section 9, a distance of 1273.1 feet, more or less, to the Northeast corner of said Lot 9, Section 9;

“ “ South 89° 09' West along the North boundary line of said Lot 9, a distance of 822.2 feet, more or less, to a point on the East boundary line of the D&RGWRR; along the Easterly boundary line of the D&RGWRR along the following courses and distances;

South 33° 56' West, 277.8 feet;

South 28° 36' West, 500.0 feet;

South 30° 48' West, 257.1 feet;

South 33° 27' West, 243.0 feet;

South 35° 46' West, 280.0 feet;

South 38° 59' West, 122.7 feet;

South 46° 34' West, 97.8 feet;

South 55° 50' West, 104.9 feet;

South 65° 09' West, 101.3 feet;

South 72° 11' West, 72.4 feet;

South 74° 05' West, 167.0 feet;

South 71° 40' West, 109.0 feet;

South 65° 28' West, 46.7 feet;

South 63° 49' West, 16.5 feet;

“ “ South 0° 24' West, a distance of 110.9 feet;

“ “ North 88° 25' East, a distance of 1018.4 feet, more or less, to a point on the East boundary line of Lot 15, Section 9;

“ “ North 0° 03' East along the East boundary line of Lot 15, a distance of 495.0 feet, more or less, to the Northeast corner of said Lot 15;

“ “ North 88° 18' East along the South boundary line of Lot 9, Section 9, a distance of 1361.4 feet, more or less, to the Southeast corner of the said Lot 9, Section 9 and the point of beginning.

LESS AND EXCEPT any portion of the above described tract of land lying and being South and East of the centerline of the Animas River as the same may exist in a Southerly and Westerly direction from the Northwest corner of Lot 12 in Ptarmigan Farms, according to the plat thereof filed for record October 16, 1978 as Reception No. 424980.

ALSO LESS AND EXCEPT that portion, if any, lying and being South and East of the North boundary of Lot 3A in Sugnet Boundary Adjustment, according to the plat thereof filed for record July 27, 2005 as Reception No. 914299.

TRACT II:

A non-exclusive easement, 30 feet in width, as described in Quit Claim Deed recorded June 2, 1992 as Reception No. 628089.

Order No. LP-21100259

LS/lks

Colorado Land Title Company, LLC

Serving All of Colorado

**ISSUING AGENT FOR
WESTCOR LAND TITLE INSURANCE COMPANY**

Prepared for:
CITY OF DURANGO

Issuing Office:
**970 Main Avenue
Durango, CO 81301
(970) 247-5464**

Attention:
KEVIN HALL
Reference Number:

Title Examiner:
**Lisa Steward
lsteward@cltinfo.com
(970) 375-5997**

Copies to:

SCHEDULE A

	<u>POLICY LIABILITY</u>	<u>PREMIUM CHARGES</u>
ALTA Owner's Policy (06/17/2006)		\$0.00TBD
Tax Certification		
	Total Due	\$ TBD

SEARCH CHARGE \$ 500.00

NOTE: The above search charge is a non-refundable fee that will be credited toward the total premium charge.

IF THE PROPOSED POLICY IS NOT PAID FOR, THEN THE SEARCH CHARGE WILL BE APPLIED AS A CANCELLATION FEE FOR THE WORK PERFORMED AND ANY LIABILITY OF COLORADO LAND TITLE COMPANY AND WESTCOR LAND TITLE INSURANCE COMPANY SHALL CEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE COMMITMENT.

1. Effective date: **February 6, 2011 at 5:00 PM**
2. Policy or Policies to be issued:
ALTA Owner's Policy (06/17/2006)
Proposed Insured: **TO BE DETERMINED**

ALTA Standard Loan Policy (06/17/2006)
Proposed Insured:
3. Title to the **FEE SIMPLE** estate or interest in said land is at the effective date hereof vested in:

AUTUMN P.C. CAMERON AND GEORGE R. STERK
4. The land referred to in this Commitment is located in the County of **La Plata**, State of Colorado and described as follows:

See Addendum A

SCHEDULE B - SECTION 2
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
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 Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) ditches and ditch rights; water rights, claims or title to water; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
8. Any rights, title or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of Animas River.
9. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread, bank, channel or flow of waters in the Animas River lying within subject land; and any question as to the location of such center, thread, bed, bank or channel as a legal description monument or marker for purposes of describing or locating subject lands.
10. Any tax, assessment, fees or charges, by reason of the inclusion of the subject property in the West Animas Sanitation District.
11. Terms, agreements, provisions, conditions and obligations as contained in Private Way License from The Durango & Silverton Narrow Gauge Railroad Company, a Colorado corporation.
12. Lack of a right of access from the land to any open public road, street or highway.
13. Deed of Trust from A.P.C. Cameron to the Public Trustee of the County of La Plata, for the use of Milton F. Lechner, Dorothy M. Lechner and Robert E. Lechner, to secure \$19,250.00, dated May 1, 1992, recorded May 4, 1992 as Reception No. 626707.

Note 10: Pursuant to C.R.S. 10-1-128 (6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Note 11: Pursuant to instrument recorded July 7, 1976 as Reception Number 401417 your property may or may not be in a Geological Hazard Area. It is the responsibility of the insured to make that determination.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

ISSUED BY



COLORADO LAND TITLE CO. LLC

Providing your Title & Closing needs for over 60 years

AGENT FOR

WESTCOR LAND TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

COLORADO LAND TITLE COMPANY LLC
970 Main Avenue (P.O. Box 3389)
Durango, CO 81302
(970) 247-5164
Fax: (970) 247-0105

As Agent



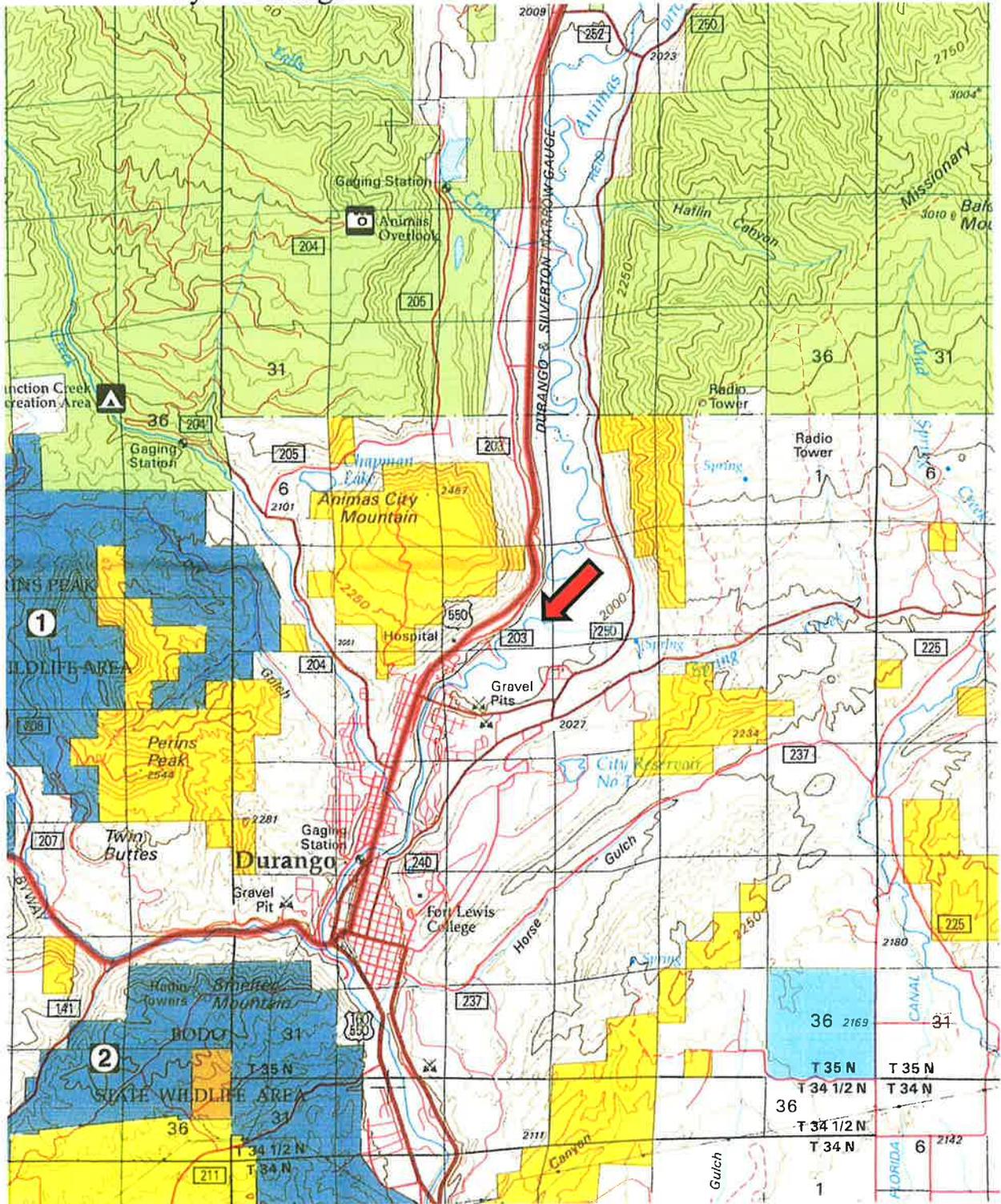
By:

Mary O'Donnell
President

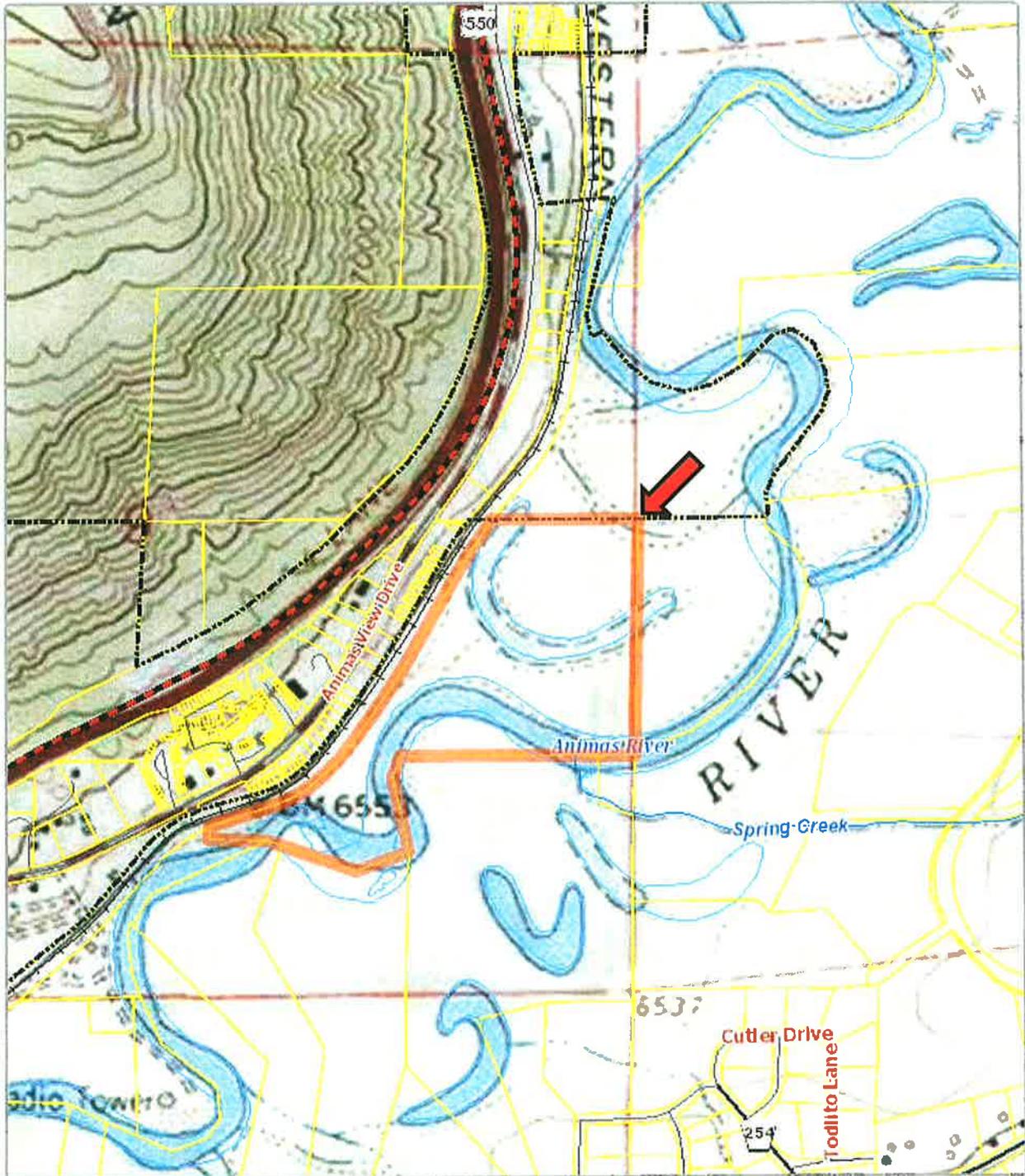
Attest:

Patricia J. Hoover
Secretary

Vicinity Map City of Durango – Cameron-Sterk Conservation Easement



Topographic Map
City of Durango – Cameron-Sterk Conservation Easement
La Plata County, CO

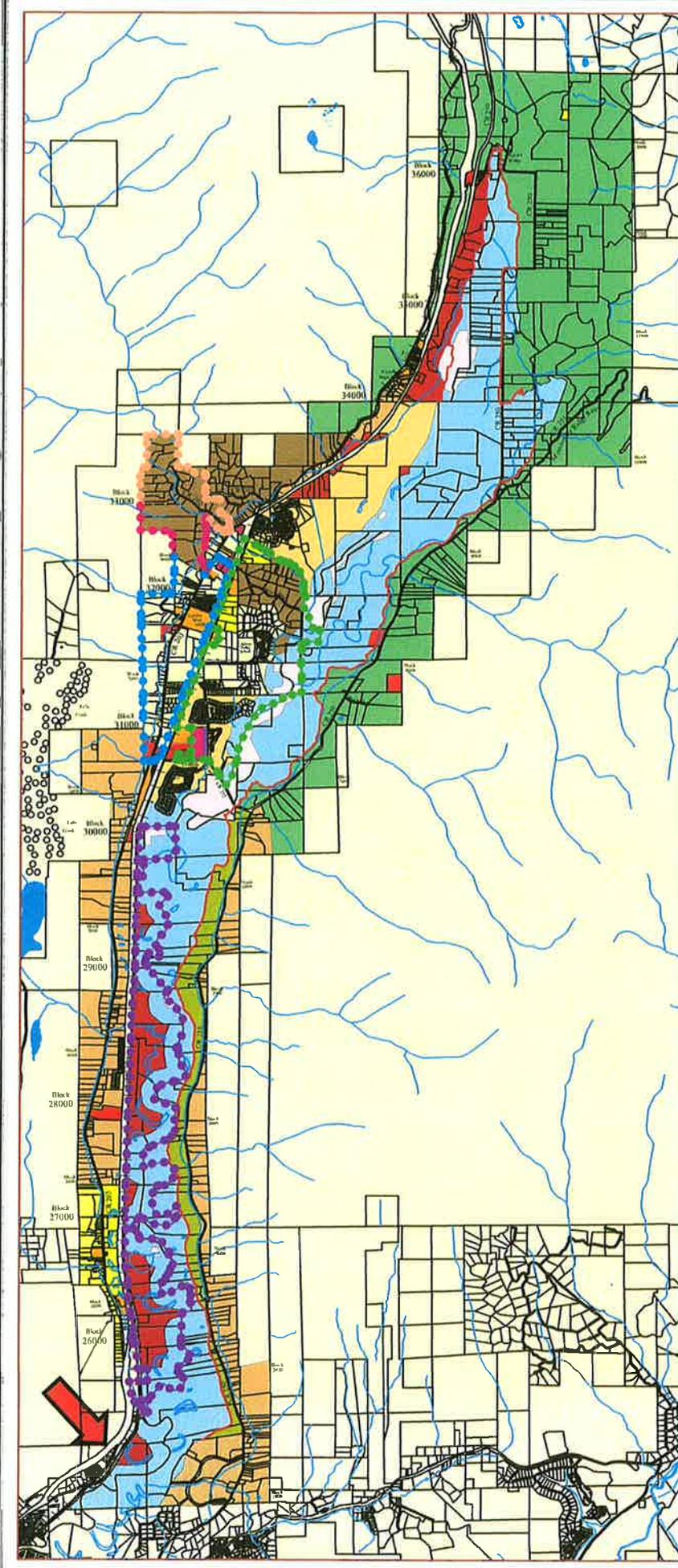


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Map Scale
1 inch = 800 feet
12/26/2012

Animas Valley

Land Use Plan

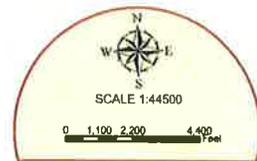


LEGEND

- River Corridor
- 15 Acre Single Family
- 10 Acre Single Family
- 5 Acre Single Family
- 3 Acre Single Family Residential Restricted
- 3 Acre Single Family
- 2 Acre Single Family
- 1 Acre Single Family Residential Restricted
- 1 Acre Single Family Residential
- High Density Single Family/PUD
- Multi Family Residential
- Neighborhood Commercial
- General Commercial
- Industrial

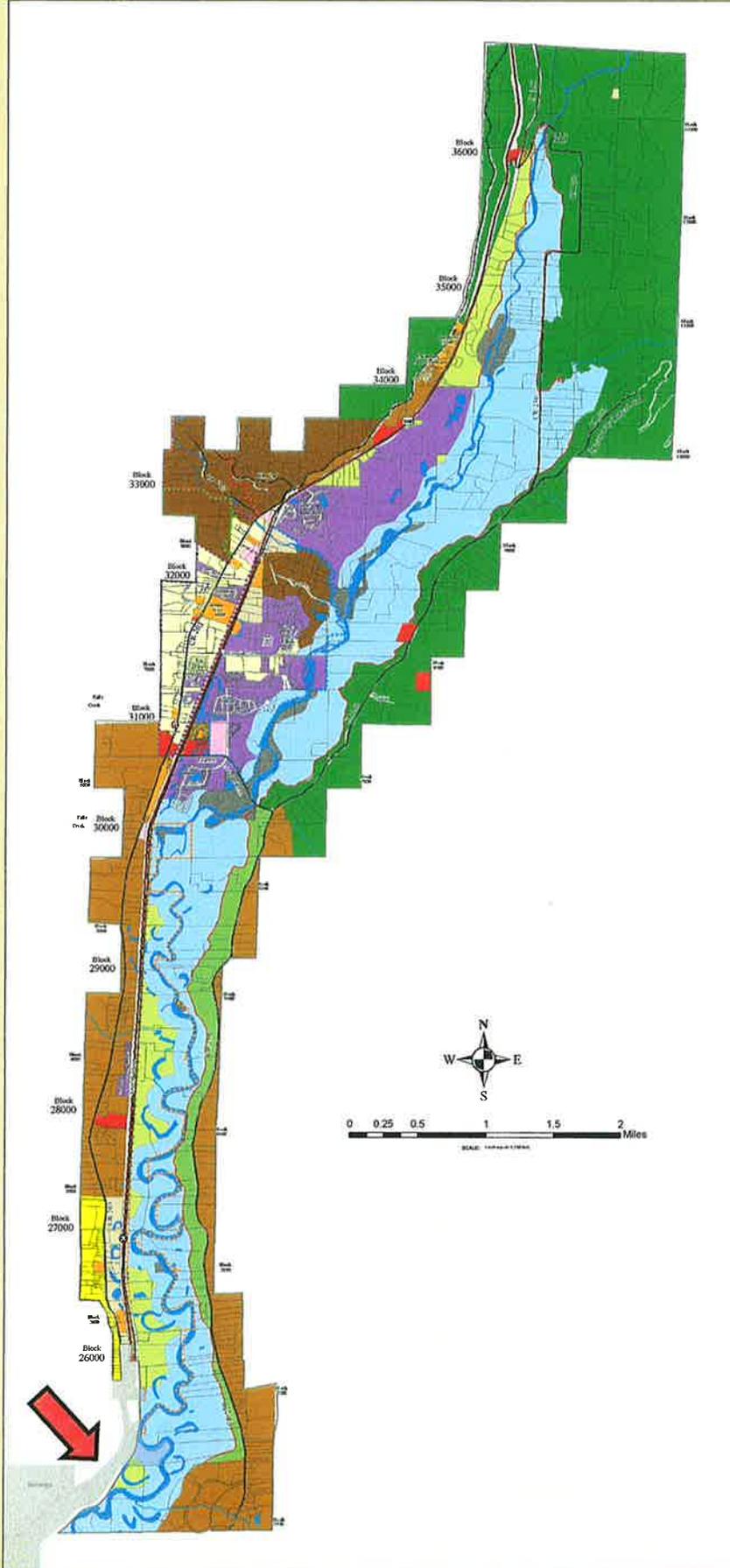
- Approx 100 Yr Flood Plain (partial)
- Bruce Lane Zoning District
- Central Animas Valley Zoning District
- Hermosa Creek Zoning District
- Hermosa West Zoning District
- Hermosa / Animas Valley Zoning District

- Denver / Rio Grande Railroad
- Animas Fire - Trimble Station
- Gliderport



Date of Original Adoption: Resolution K, 1993, Resolution 1993-55
 Plan Amended: December 6, 1993, Resolution 1993-68
 Plan Amended: March 29, 1994, Resolution 1994-23
 Plan Amended: June 29, 1994, Resolution 1994-28
 Plan Amended: August 22, 1994, Resolution 1994-38
 Plan Amended: January 23, 1995, Resolution 1995-1
 Plan Amended: March 20, 1995, Resolution 1995-13
 Reprinted on November 21, 1995, to update base data. (Land use designations are consistent with Animas Valley Plan map printed March 20, 1995, Resolution 1995-13)
 Plan Amended: February 11, 1999, Resolution 1999-7

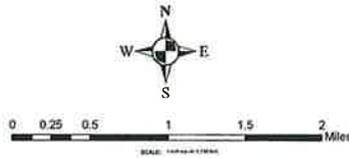
Animas Valley Land Use Plan Map



Legend

- Land Use Zoning Districts**
 - 15-Acre Single Family
 - 10-Acre Single Family
 - 5-Acre Single Family
 - 3-Acre Single Family Residential Restricted
 - 3-Acre Single Family
 - 2-Acre Single Family
 - Multifamily Residential
 - 1-Acre Single Family Residential Restricted
 - 1-Acre Single Family Residential
 - High-Density Single Family PUD
 - Neighborhood Commercial
 - General Commercial
 - River Corridor
 - Industrial
- Neighborhood Zoning Districts**
 - Buck's Lane Zoning District
 - Central Animas Valley Zoning District
 - Hermosa Creek Zoning District
 - Hermosa West Zoning District
 - Hermosa/Animas Valley Zoning District
- Plat
- Lakes and Rivers
- Streams
- Partial 100-year Flood
- Roads
 - US
 - State
 - County

- Durango & Silverton Narrow Gauge Railroad
- Animas Fire - Tishler Station
- Glideport



Date of Original Adoption: November 3, 1993, Resolution 1993-50
 Plat Amended: December 8, 1997, Resolution 1997-44
 Plat Amended: March 21, 1994, Resolution 1994-23
 Plat Amended: June 29, 1994, Resolution 1994-38
 Plat Amended: August 22, 1994, Resolution 1994-55
 Plat Amended: January 25, 1995, Resolution 1995-1
 Plat Amended: March 20, 1995, Resolution 1995-15
 Reprinted on November 21, 1998, to update base data.
 Designated in accordance with Animas Valley Plan map
 printed March 22, 1999, Resolution 1999-13
 Plat Amended: February 17, 1999, Resolution 1999-7

Note: 100 Year Flood Plain as shown on this map has been obtained from the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Study (FIRMS) having an effective date of December 18, 1991.

Note: All geographic features may not be shown on the "Critical Lands" land use classification. See La Plata County's Geographic Hazard and Critical Lands and its accompanying explanatory text for more information.

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 This information is provided as is without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. We do not warrant that La Plata County is liable for any damages whatsoever including direct, indirect, incidental, consequential, loss of business profits, or special damages.
 It should only be used for general planning purposes.



LPOSC/CDOW
 Wildlife Habitat Scorecard
 Conservation Easement

Property Name: City of Durango Cameron-Sterk	Date: 10 Jan 2013
Evaluated by: Eilene Lyon	

Criteria		Point Value		Weight Value		Score
Parcel Size- AFTER Development	0-35 acres	1	2	X	4	=
	35.01-60 acres	2				
	60.01-120 acres	3				
	120.01-640 acres	4				
	>640 acres	5				
Habitat type- Most Valuable or Most Dominant	riparian	5	5	X	5	=
	farmed agricultural	2				
	pasture agricultural	2				
	sagebrush	3				
	pinyon-juniper	2				
	mountain shrub	4				
	Ponderosa Pine	3				
	Aspen	4				
	Douglas-fir	1				
Spruce-fir	1					
Number of Habitat types	1	1	2	X	4	=
	2	2				
	3	3				
	4	4				
	5 or more	5				
Proximity to Public land	<1 mile	5	5	X	1	=
	1-2 miles	3				
	> 2 miles	1				
Proximity to Protected land	<1 mile	4	4	X	1	=
	> 2 miles	1				
Part of identified corridor or easement	Yes	5	5	X	3	=
	No	0				
Mapped attributes:	Severe Winter Range	5	5	X	3	=
	Production Area	5				
	Winter Range	2				
Wildlife species	Winter Concentration Ar	3	5	X	2	=
	T/E/S	5				
Wildlife diversity	Economic	3	4	X	1	=
	Great	4				
	Moderate	3				
Score	Low	1				
						94
Wildlife Value Demerits-adjacent to highway, intensive recreational use, etc subtract 15%						14

FINAL SCORE

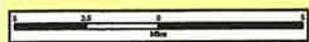
80



District 324
BALD EAGLE
ACTIVITIES



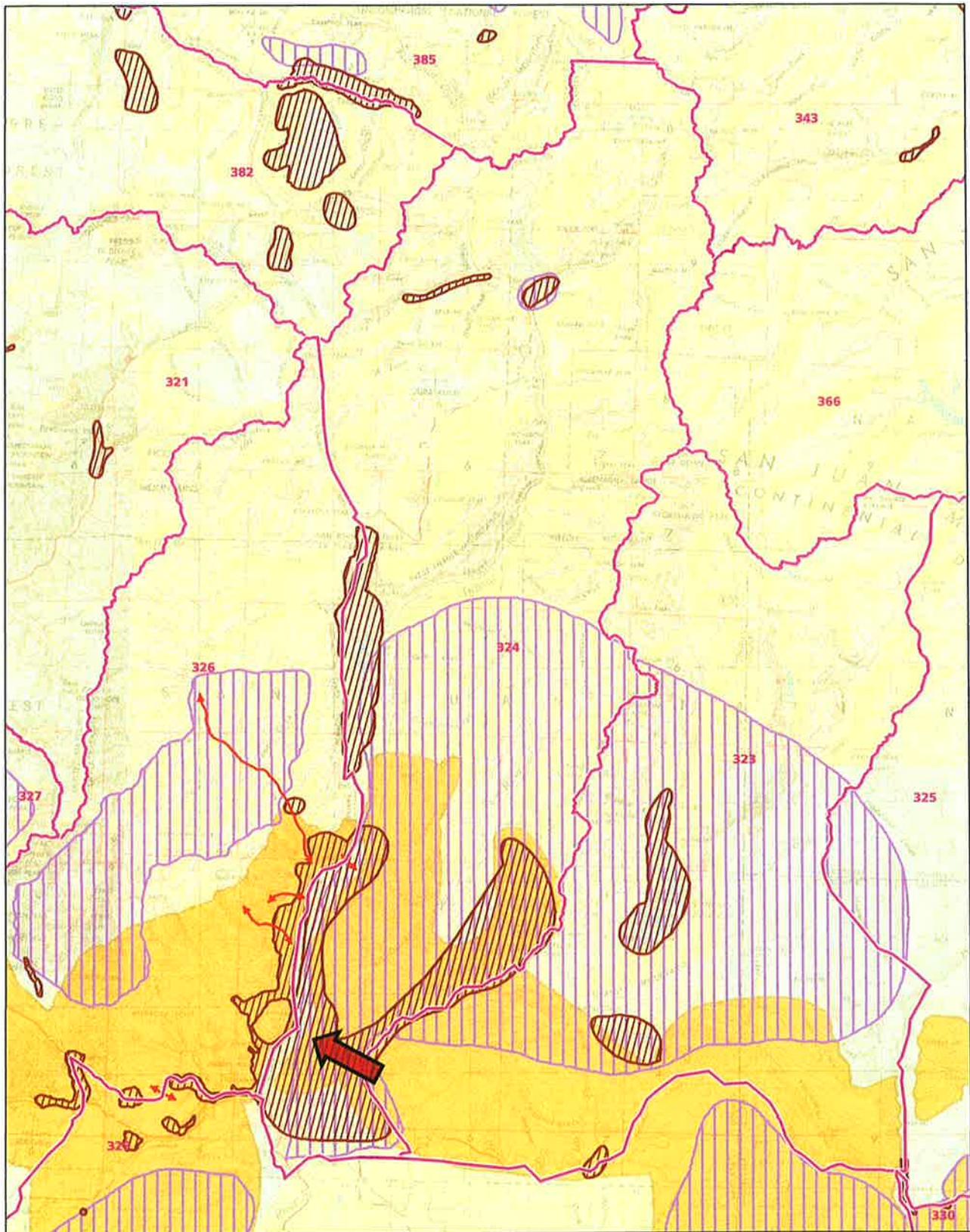
	Active Nest Sites		Roost Sites		Winter Concentration
	Inactive Nest Sites		Communal Roosts		Winter Forage
	Unknown Nest Sites		Summer Forage		Winter Range



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317 W. Prospect, Fort Collins, CO 80526.

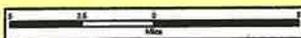
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District 324

**BLACK BEAR
ACTIVITIES**

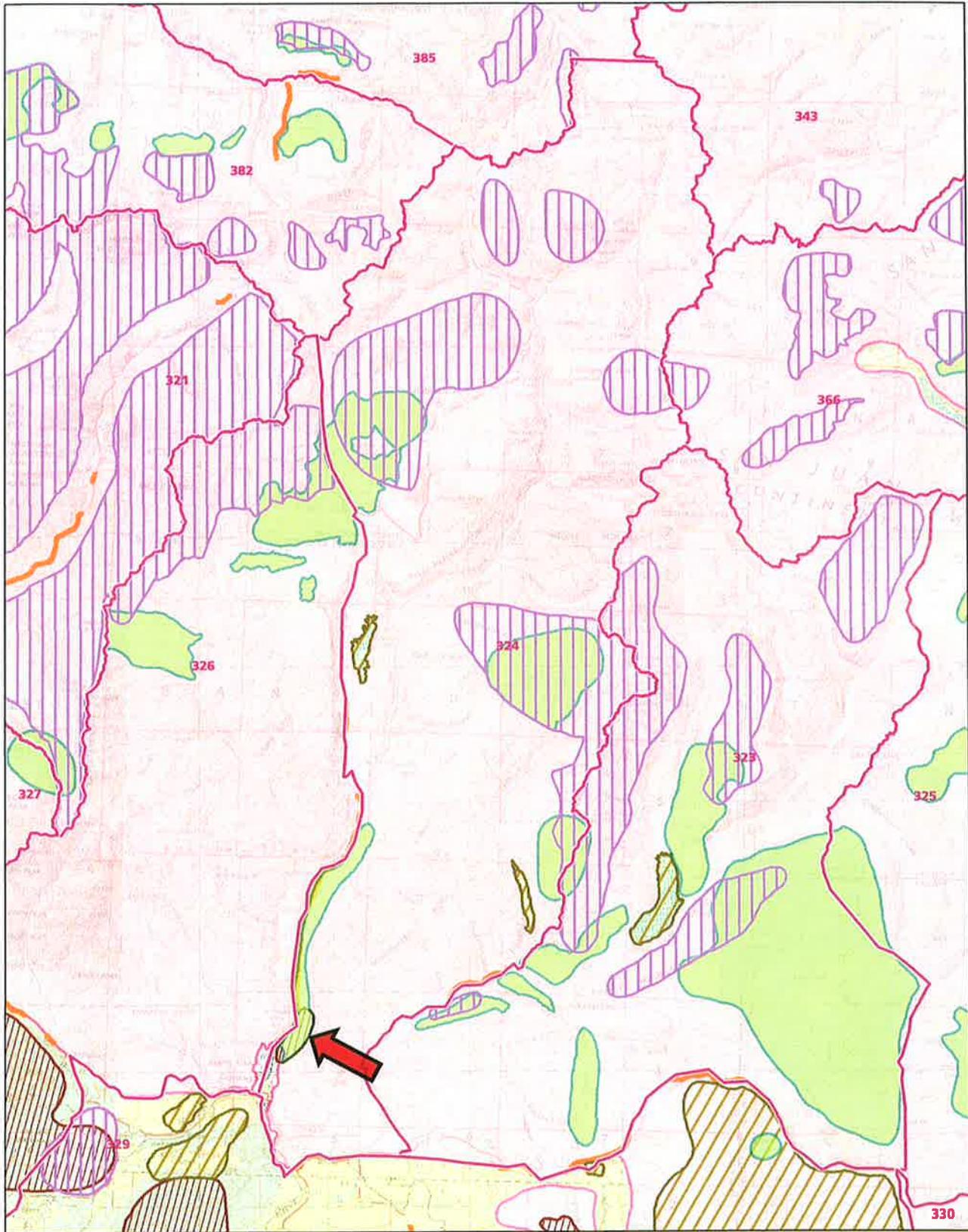


Migration Pattern	Summer Concentration
Human Conflict Area	Fall Concentration
Migration Corridors	Overall Range

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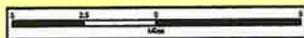
SAM 2007 UTM, ZONE 13, NAD83 Published June 15, 2007



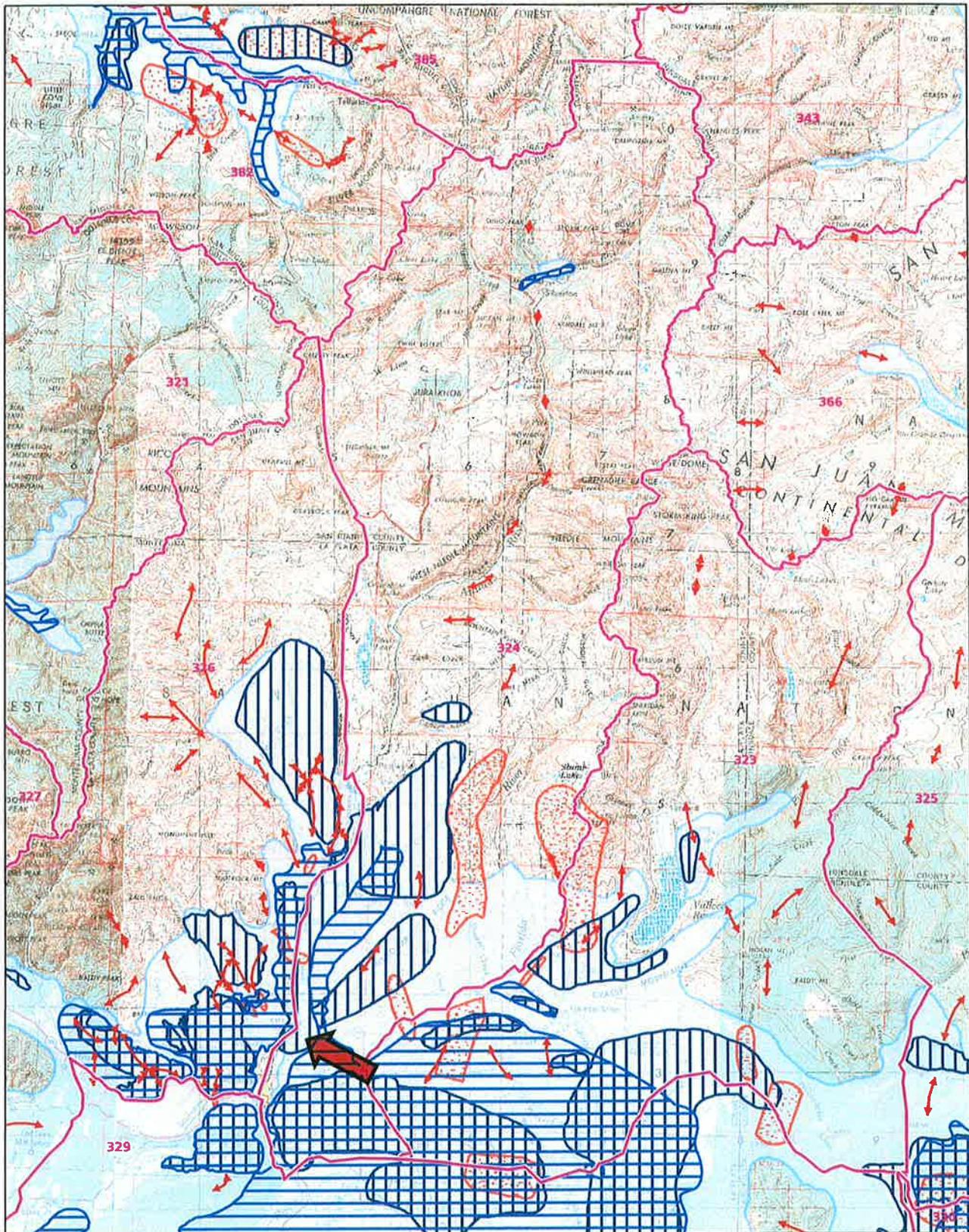
District 324
ELK
ACTIVITIES
MAP 1 OF 2



Summer Range	Highway Crossings	Overall Range
Summer Concentration Area	Resident Population Area	
Production Area	Limited Use Area	



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District 324
 ELK
 ACTIVITIES
 MAP 2 OF 2



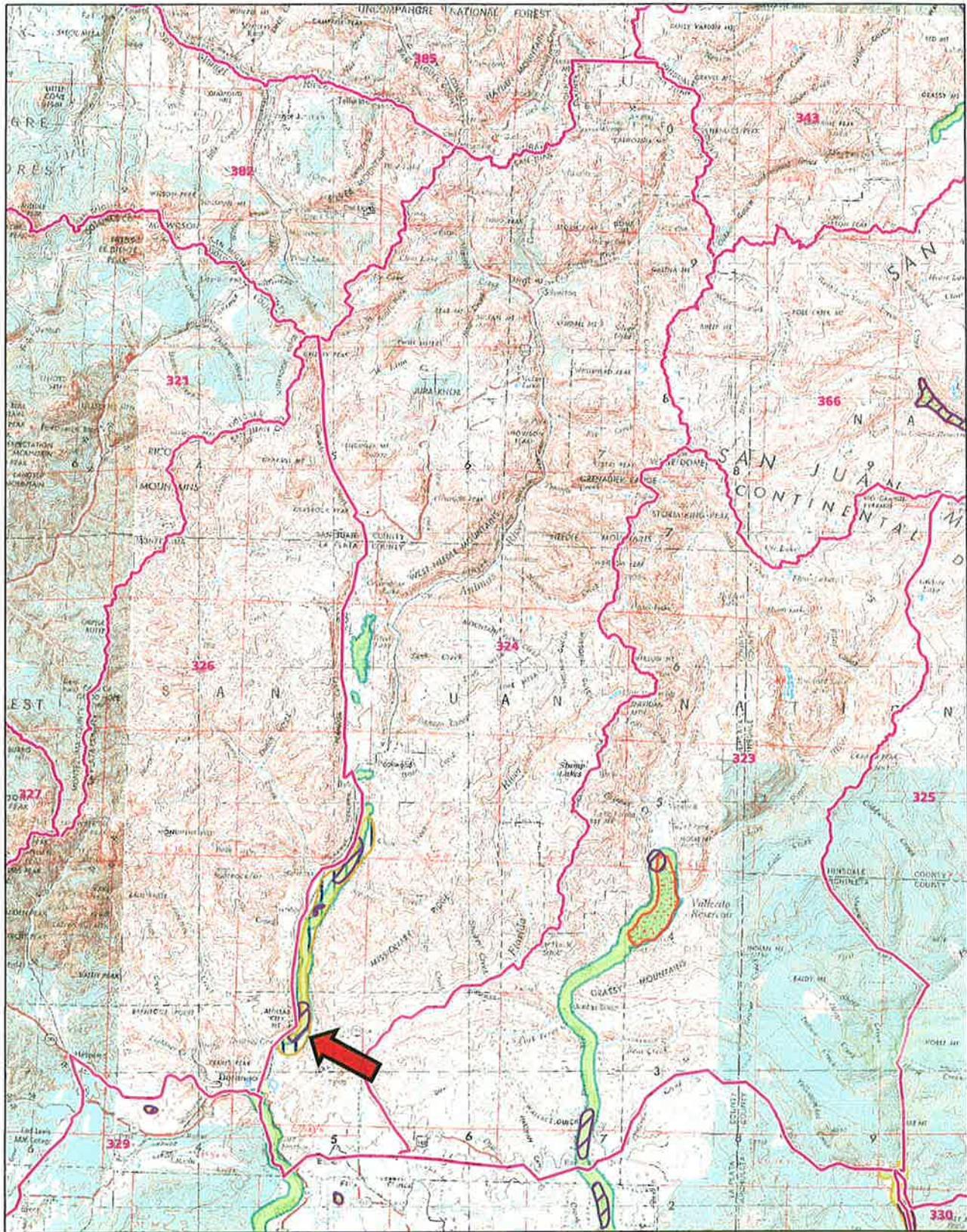
- Migration Patterns
- Migration Corridors
- Winter Range
- Winter Concentration Area
- Severe Winter Range



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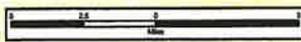
SAM 2007 UTM, ZONE 13, NAD83 Published June 15, 2007



District 324
**GEESE
 ACTIVITIES**



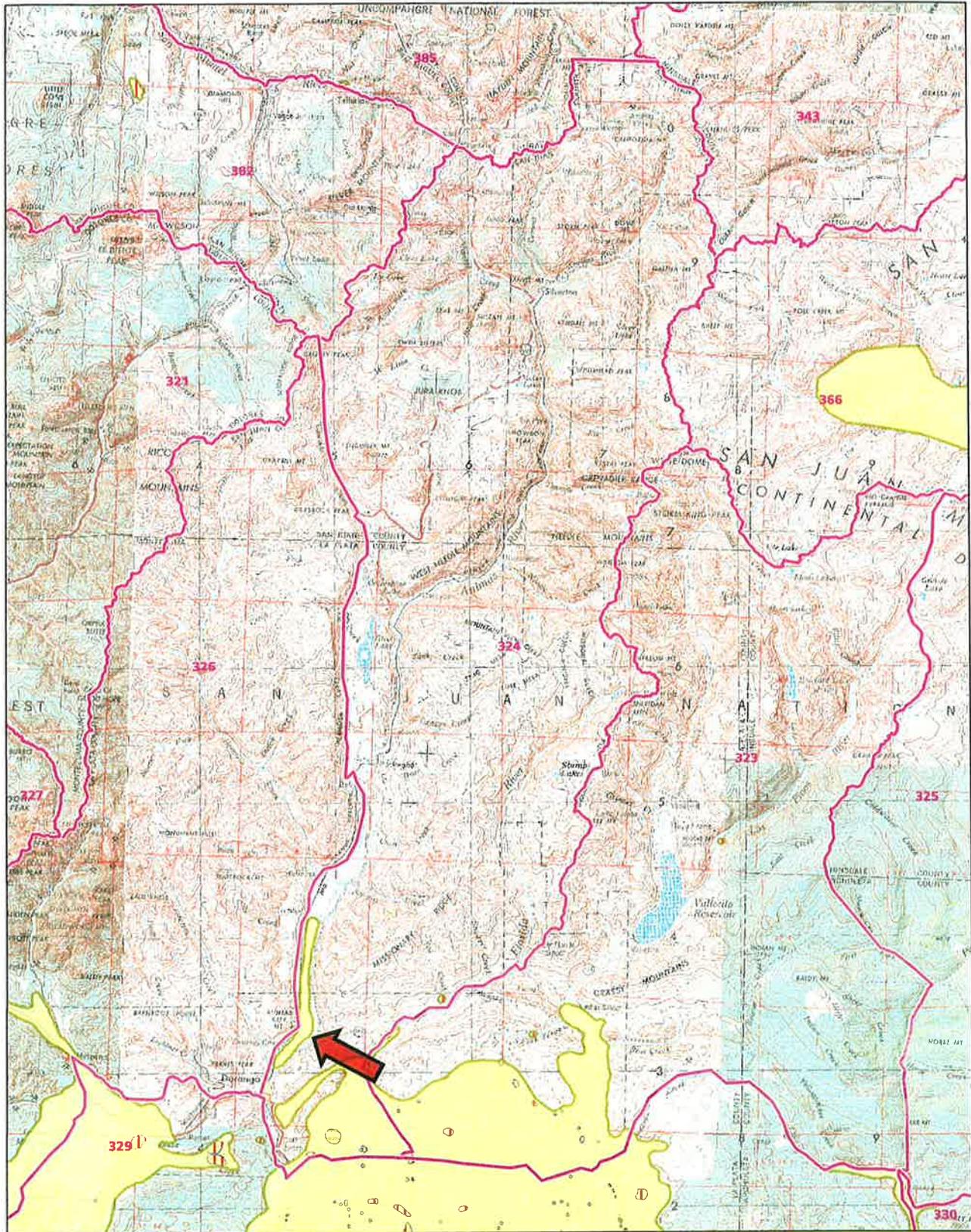
	Molting Area		Production Area
	Foraging Area		Winter Range
	Brood Concentration		Winter Concentration Area



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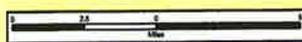
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District 324

**GUNNISON'S
PRAIRIE DOG
ACTIVITIES**

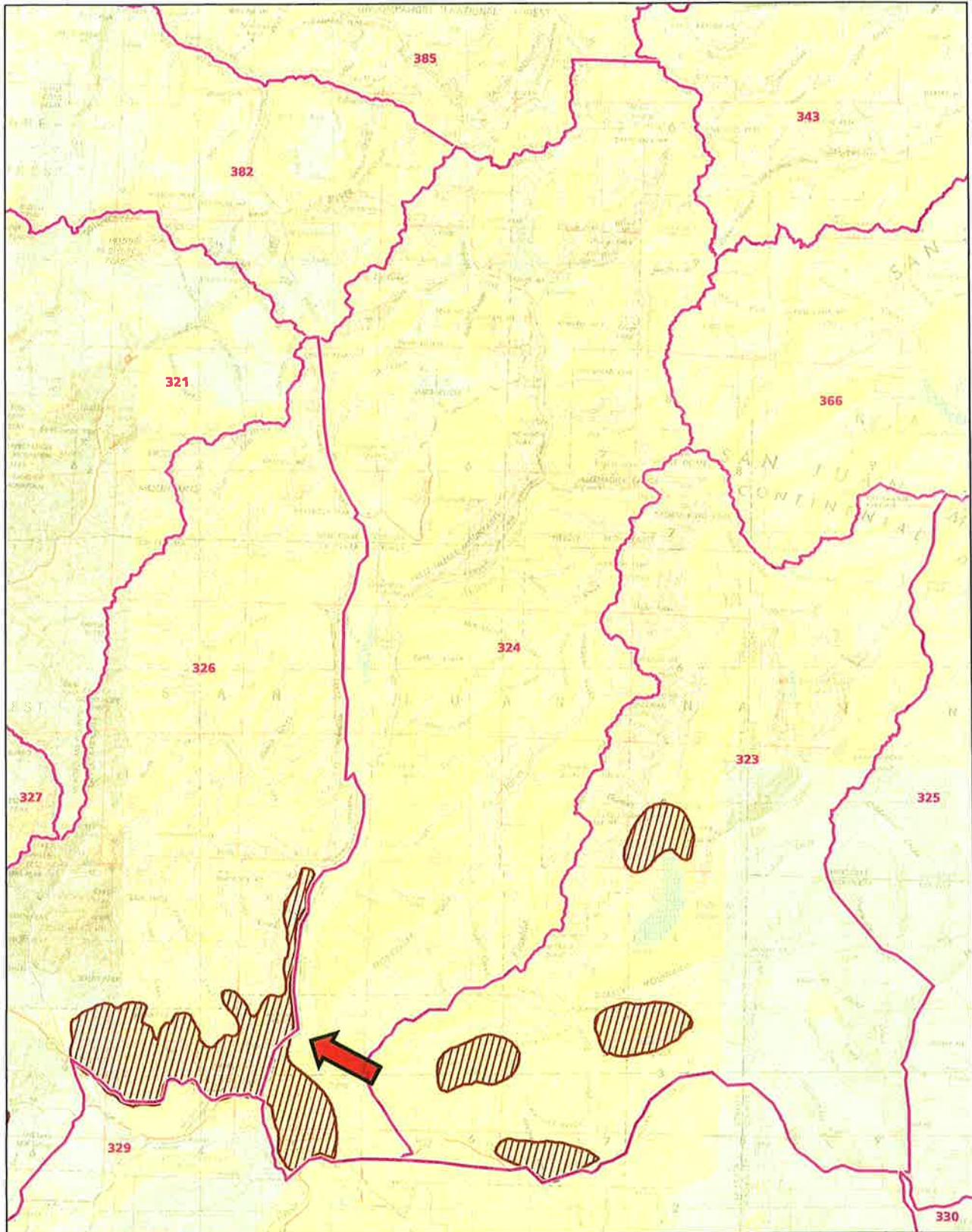


Active Colony	Overall Range
Inactive Colony	
Unknown Colony	

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District 324
**MOUNTAIN LION
 ACTIVITIES**



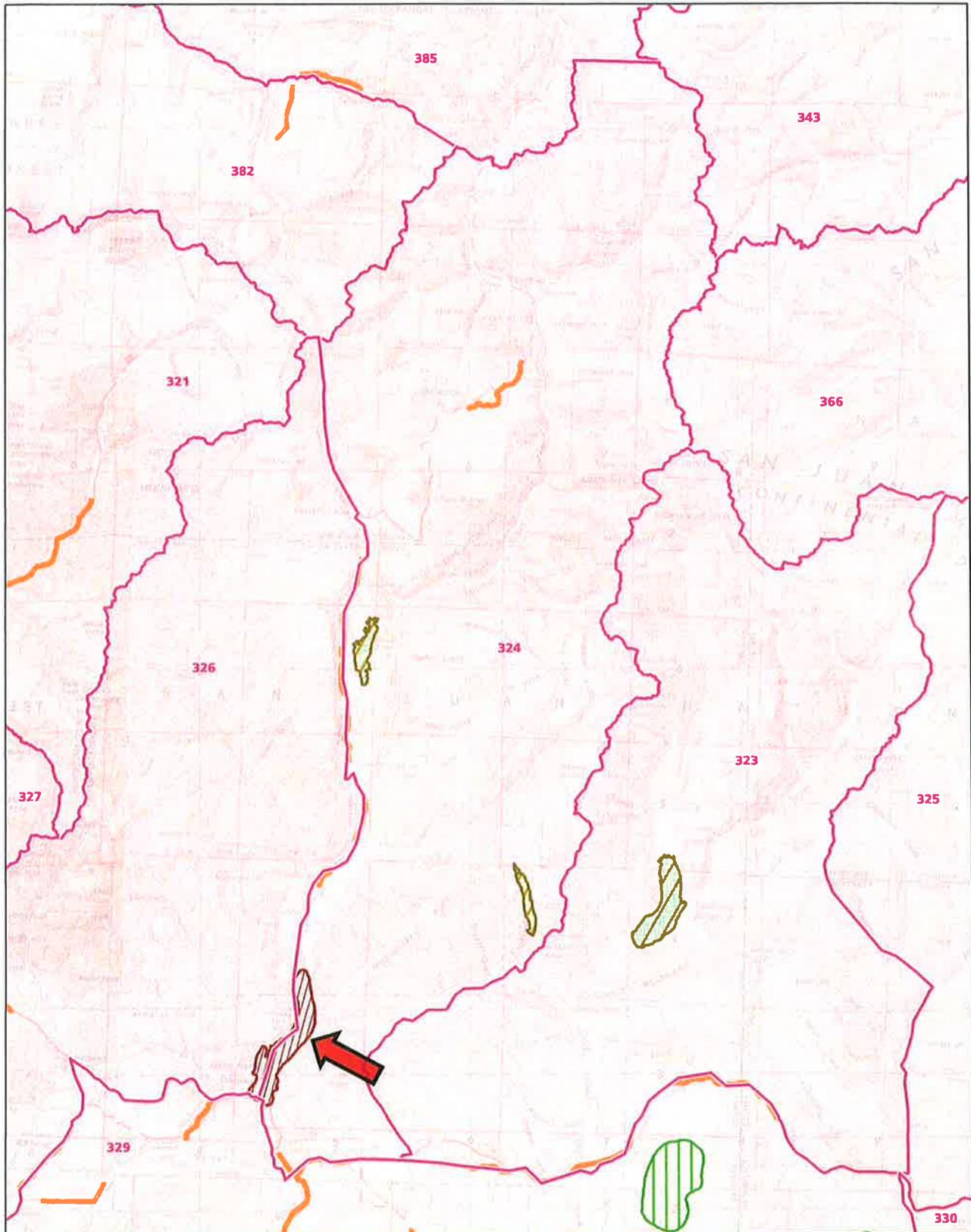
	Human Conflict Area		Peripheral Range		Overall Range
---	---------------------	--	------------------	---	---------------



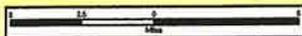
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**District 324
MULE DEER
ACTIVITIES
MAP 1 OF 2**

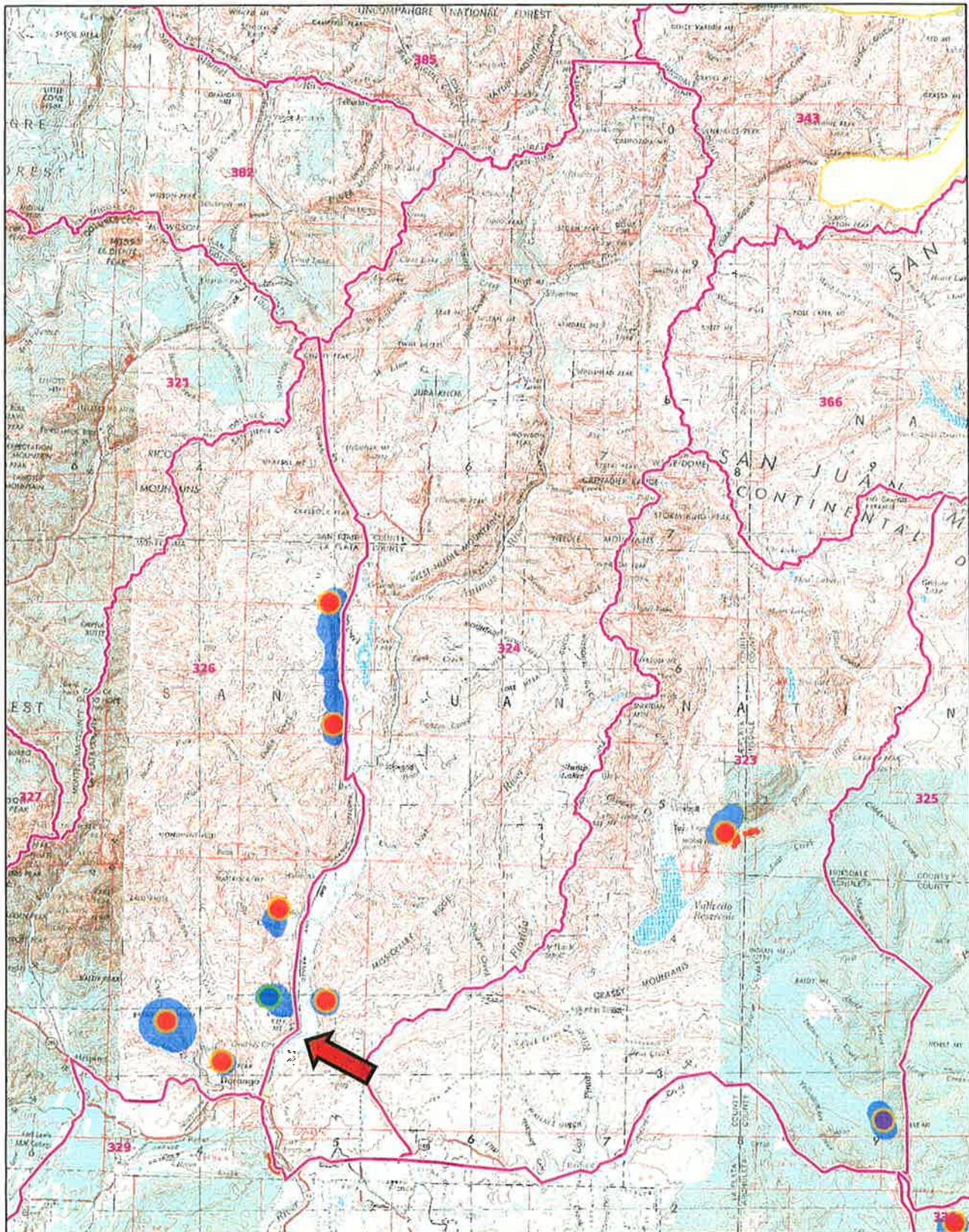


	Highway Crossing		Resident Population Area
	Summer Range		Limited Use Area
	Concentration Area		Overall Range

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District 324

**PEREGRINE FALCON
ACTIVITIES**



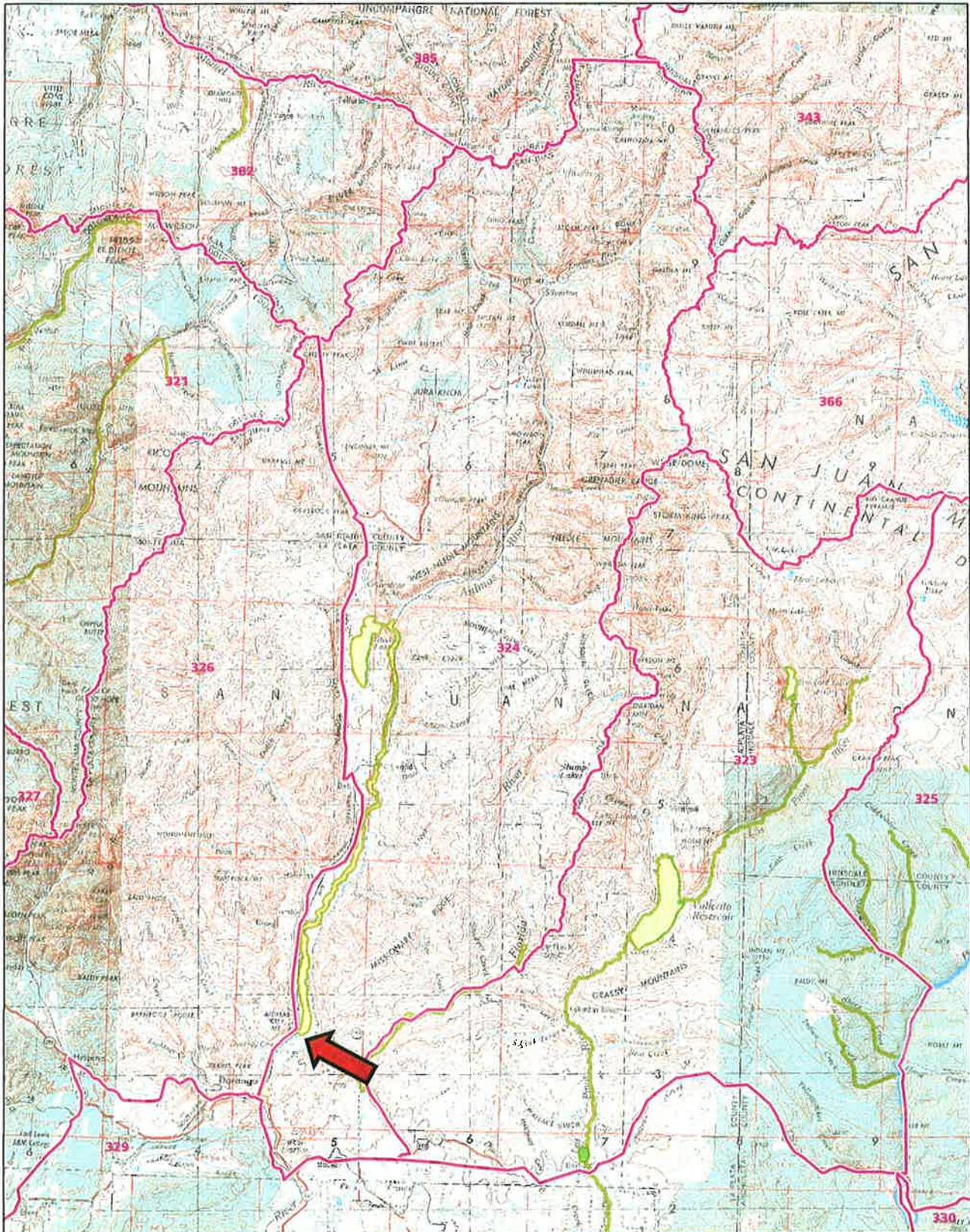
ACTIVE	Nesting Area	Migratory Hunting Habitat
INACTIVE	Potential Nesting	Foraging Area
UNKNOWN		



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District 324

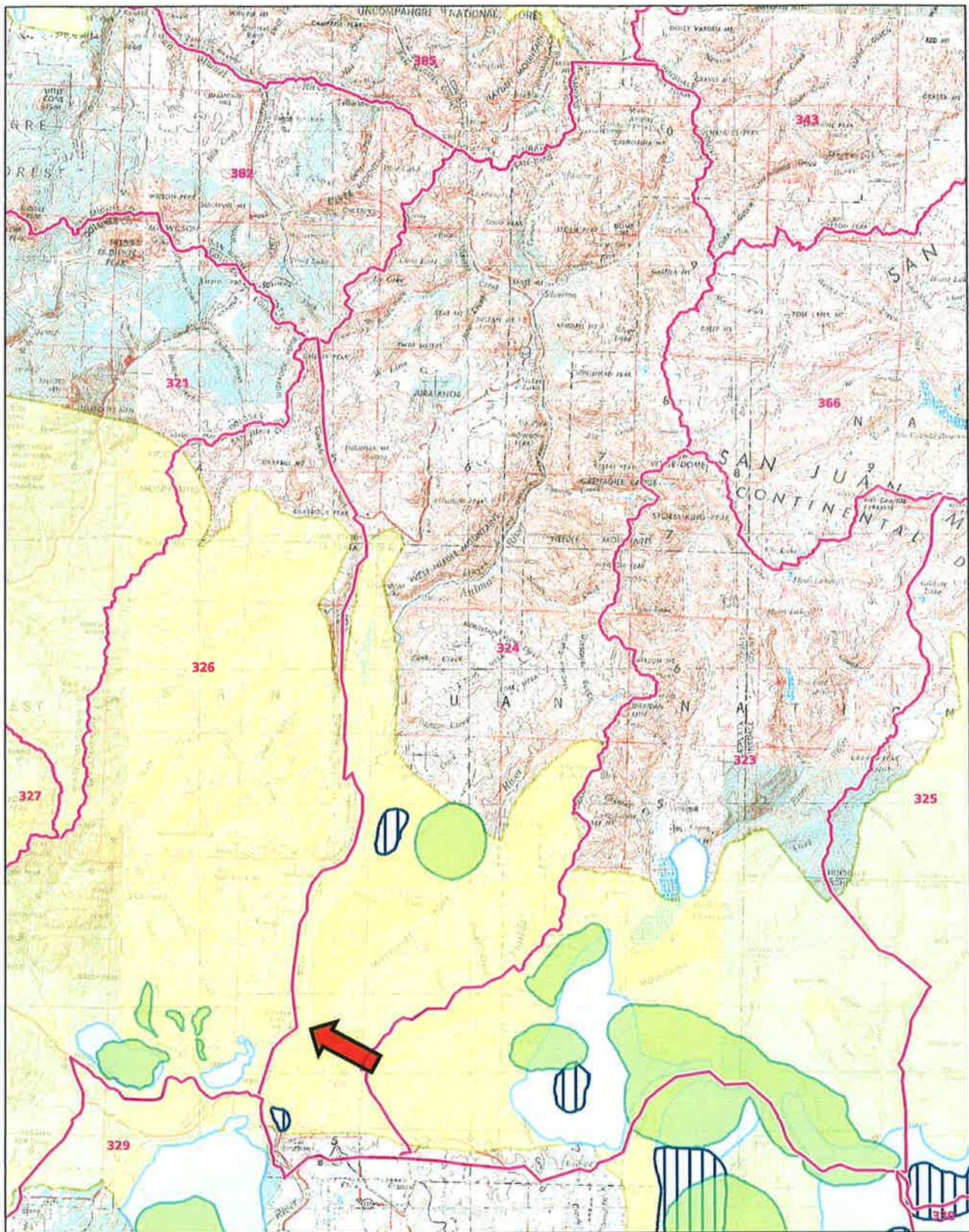
**RIVER OTTER
ACTIVITIES**



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District 324

WILD TURKEY ACTIVITIES



	Roost Sites		Winter Concentration Area
	Production Area		Overall Range
	Winter Range		

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Animas City Mountain PCA

Biodiversity Rank: B5: General biodiversity significance. The PCA supports unranked breeding occurrences of American peregrine falcon, a globally vulnerable subspecies.

Protection Urgency Rank: P4: No protection actions are needed in the foreseeable future.

Management Urgency Rank: M4: Current management seems to favor the persistence of the elements in the PCA, but management actions may be needed in the future to maintain the quality of the element occurrences.

Location: Animas City Mountain PCA is bisected by Highway 550, and surrounds the city of Durango in La Plata County.

U.S.G.S. 7.5-min. quadrangles: Durango West

Legal Description: T35N R10W Sections 1-4, 9-16, 23, 24; T35N R9W Sections 2-24, 26-30, 32-34; T36N R8W Sections 19, 30, 33; T36N R10W Section 12-14, 22, 24, 26, 27, 34-36; T36N R9W Sections 1-12, 19-35; T37N R9W Sections 33, 34.

Elevation: 6420 to 9722 feet

Size: Approximately 48,978 acres

General Description: The PCA lies between Buck Creek to the north and the city of Durango to the south, and extends east to west from Missionary Ridge to Lightner Creek. Because of its large size the PCA includes a diverse array of topography including gentle to steep slopes, vertical cliffs and the valley floor along the Animas River. The PCA is within a large area that includes ponderosa pine (*Pinus ponderosa*) with an understory of Gambel oak (*Quercus gambellii*), conifers and aspen occupy narrow drainages, and a diverse number of grasses and forbs are found throughout the PCA. The five peregrine falcon nests occupy vertical rock cliffs, some of light colored sandstone, that occur throughout the PCA. A CNHP zoologist observed two falcons at one aerie in July, 2003. Nesting was verified at most of the other aeries as recently as 2001 during monitoring by the Colorado Division of Wildlife.

Biodiversity Rank Justification: The PCA includes five nesting sites of Peregrine Falcons, a subspecies that is globally vulnerable (T3) and for which breeding populations are rare in Colorado (S2B). All five Peregrine Falcon sites were active when last monitored in 2001 (Bibles 2004).

Table #. Natural Heritage element occurrences at Animas City Mountain PCA.
Elements in bold are those upon which the PCA's B-rank is based.

Scientific Name	Common Name	Global Rank	State Rank	Federal and State Status	EO* Rank
Animals					
<i>Falco peregrinus anatum</i>	Peregrine falcon	G4T3	S2B, SZN	FS/BLM	E

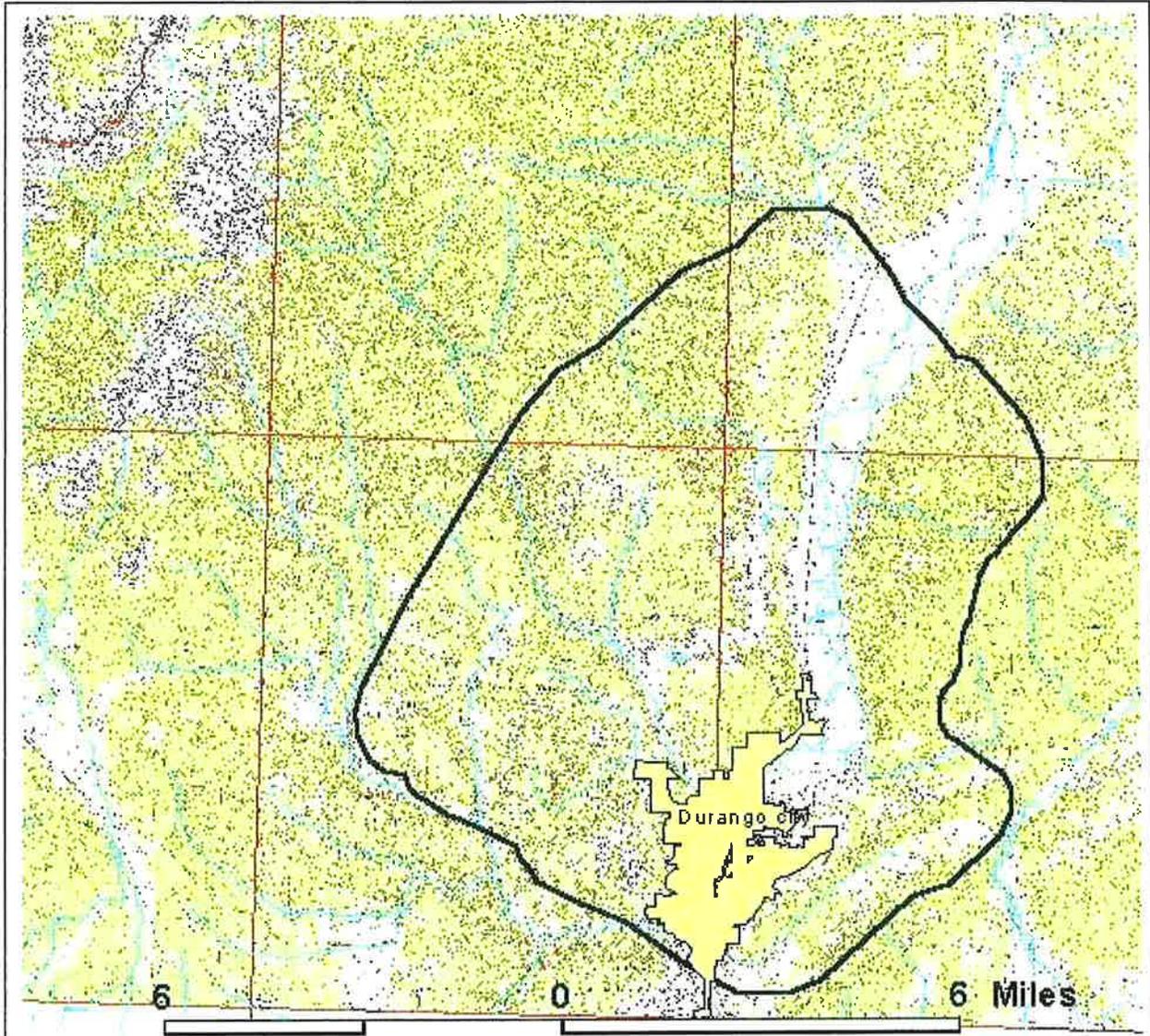
*EO=Element Occurrence. Multiple listings represent separate locations.

Boundary Justification: The boundary of this PCA is designed to conserve the nesting aeries and not to include the full extent of the foraging area required to maintain the viability of the peregrine population. The boundary is drawn to encompass all five active peregrine falcon nests and includes additional areas to disguise the exact locale of each aerie. The added areas do supply foraging habitat for the peregrines, but the boundary accommodates only a small percentage of the foraging area required to support all five nesting pairs.

Protection Comments: The site has mixed ownership, consisting of part of the Perins Peak State Wildlife Area, San Juan National Forest, BLM land and private lands.

Management Comments: The State Wildlife Area, west of the Dry Fork Road, is closed to all visitors from November to July, to protect breeding wildlife. Limiting direct disturbance is critical to nesting success of the falcons.

Animas City Mountain Potential Conservation Area. B5: General Biodiversity Significance



Colorado Natural Heritage Program

Colorado State University
 College of Natural Resources
 8002 Campus Delivery
 Fort Collins CO 80523-8002

Disclaimer

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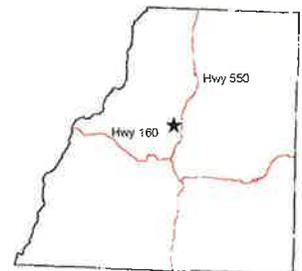


PCA Boundary
 Durango West 37107-C8
 Durango East 37107-C7
 Monument Hill 37107-D8
 Hermosa 37107-D7

7.5 Minute Series

Digital Raster Graphics
 Produced by the U. S. Geological Survey
 Map created 10 April 2004

Location in Study Area



**Mineral Assessment Report
for the
Cameron / Sterk Property
Parcel #s 566509400031
La Plata County, Colorado**

June 30, 2012

Prepared for:

La Plata Open Space Conservancy
Autumn Cameron & George Sterk
City of Durango

Prepared by:

Michael J. Matheson, P.G.
Plateau Environmental Services
3238 E. Fifth Avenue
Durango, Colorado 81301
(970) 247-9200
mmatheson@plateauenvironmental.com



Executive Summary

This report has been prepared to discuss the mineral resource development potential for one parcel totaling approximately 43.71 acres owned by the Autumn Cameron and George Sterk. The property is located north of Durango, Colorado in unincorporated La Plata County. Geologic units present on the property include Quaternary age alluvial deposits underlain by Jurassic age Morrison Formation. No mineral development activities are currently or historically located on or near the property. The Quaternary deposits on the property are suitable for sand aggregate materials. Locatable minerals, oil & gas, coal and dimensional stone mining has not occurred on the subject property and are not known to be present. The possible development of mineral resources on the property is so remote as to be negligible. See Figures 1- 5.

Basic Information

Property Name	Autumn Cameron & George Sterk Property
County	La Plata
Parcel Number	566509400031
Property Address / Location	
Township	35 North
Range	9 West
Section(s)	9
Quarter/Quarter/Quarter	SE 1/4
Datum	New Mexico Principal Meridian (NMPM)
Acreage of Land Covered by Conservation Easement	Approximately 43.71
Date of On-Site Inspection	Not Conducted; See Below

This report has been prepared to discuss the mineral resource development potential for the Autumn Cameron & George Sterk property. This property may be put into a conservation easement (CE) in the future. Mr. Michael Matheson, a Registered Professional Geologist with over 27 years of professional experience prepared this report for the La Plata Open Space Conservancy.

An onsite inspection was not conducted for this property. Sufficient information is known about the property from publicly available information and general knowledge of the geology of this area.

Investigation methods used by Mr. Matheson include evaluation of the topographic and geologic maps of the property, aerial photographs, Colorado Division of Reclamation and Mining Safety, U.S. Geological Survey Geologic Map Database on line

The beds forming the monocline dip steeply south into the San Juan Basin (Craig, 2001). Natural gas seeps and coal mining have occurred at and north of the monocline as basin rocks outcrop. The subject property is located just north of the San Juan Basin (see Figure 4). Outcropping rocks at the property are found at depth within the basin. The San Juan Basin is a major gas production basin. The rocks outcropping at the subject property are not productive of oil or gas in the basin and have not been mined for coal.

The property is located in the Animas Valley floodplain just north of terminal moraines of the last glaciation in the Animas Valley. Soils and alluvial material are primarily sand and fine gravel. Bedrock is fairly deep below the site (>100 feet).

The bedrock beneath the property is Jurassic age Morrison Formation. The Morrison Formation is primarily interbedded shale and sandstone deposited in a fluvial environment. There are no known economically significant minerals in the Morrison Formation near Durango.

There are no active, plugged and abandoned or drilled and abandoned gas wells within a mile of the property. There is no current or past aggregate, quarry stone, coal, uranium, geothermal, metals, solar, or wind production on the subject property. There are no other known potential mineral bearing formations that occur on or near the property except for its sand resource.

Resource Potential

Potential Locatable/Metal Mineral Resources

Locatable minerals include all minerals subject to exploration, development and production under the 1872 Mining Law. This includes most metals such as gold, silver, lead, zinc, copper, and industrial metals. Ore bodies that contain veins or lodes contain locatable mineral resources.

There are no potential locatable or metal mineral resources on the subject property. The geology present on the property is not favorable for these types of mineral resources. It is not likely the conditions on and/or under the property would lead to surface or subsurface mining.

Potential Leasable/Energy Resources

Leasable minerals are those regulated by the Mining Leasing Act of 1920, which excluded them from the General Mining Law of 1872. Geothermal energy was added to the list of leasable minerals by the Geothermal Steam Act of 1970. Leasable minerals include oil, gas, coal, oil shale, potash, native asphalt, bituminous rocks, and phosphate.

There are no known or proven leasable resources on the subject property. Coal mines and gas wells are not present on the property and no active or historic coal mines or

Statement of Remoteness

From Surface Mining

There are no exploitable aggregate or construction material resources located on the site except for sand. The sand resource is currently controlled by the surface owner and is unleased. Leasing of surface aggregate and stone can be controlled in the language of the conservation easement.

Based on the evaluation of resource potential, mineral ownership and land use regulation / guidance, the probability of significant surface mining on the subject property is so remote as to be negligible. The following facts are used to draw this conclusion:

- Bedrock and surficial materials beneath the site are unsuitable for development of Locatable, Leasable or Salable minerals.
- The site does contain Quaternary alluvial deposits comprised of sand and fine gravel. These have not been mined within three miles of the property. These types of resources are controlled by the surface estate and are unleased. Development can be prevented by the surface owner and a Conservation Easement.
- Public plans & land use regulations would be restrictive of surface mining on this property.

From Sub-Surface Mining

The subsurface mineral interests of the property are reported to be not severed from the surface estate and are unleased. There are no known subsurface mineral resources on the property that are present or could be economically developed by subsurface mining.

Based on the evaluation of resource potential, mineral ownership and land use regulation / guidance, the probability of sub-surface mining on the subject property is so remote as to be negligible. The following facts are used to draw this conclusion:

- Bedrock materials beneath the site are unsuitable for development of Locatable, Leasable or Salable minerals.
- Public plans & land use regulations would be restrictive of sub surface mining on this property.

Documentation of Conservation Values

The conservation values applicable to the Cameron / Sterk property include important wildlife habitat. These values are documented in a separate report.

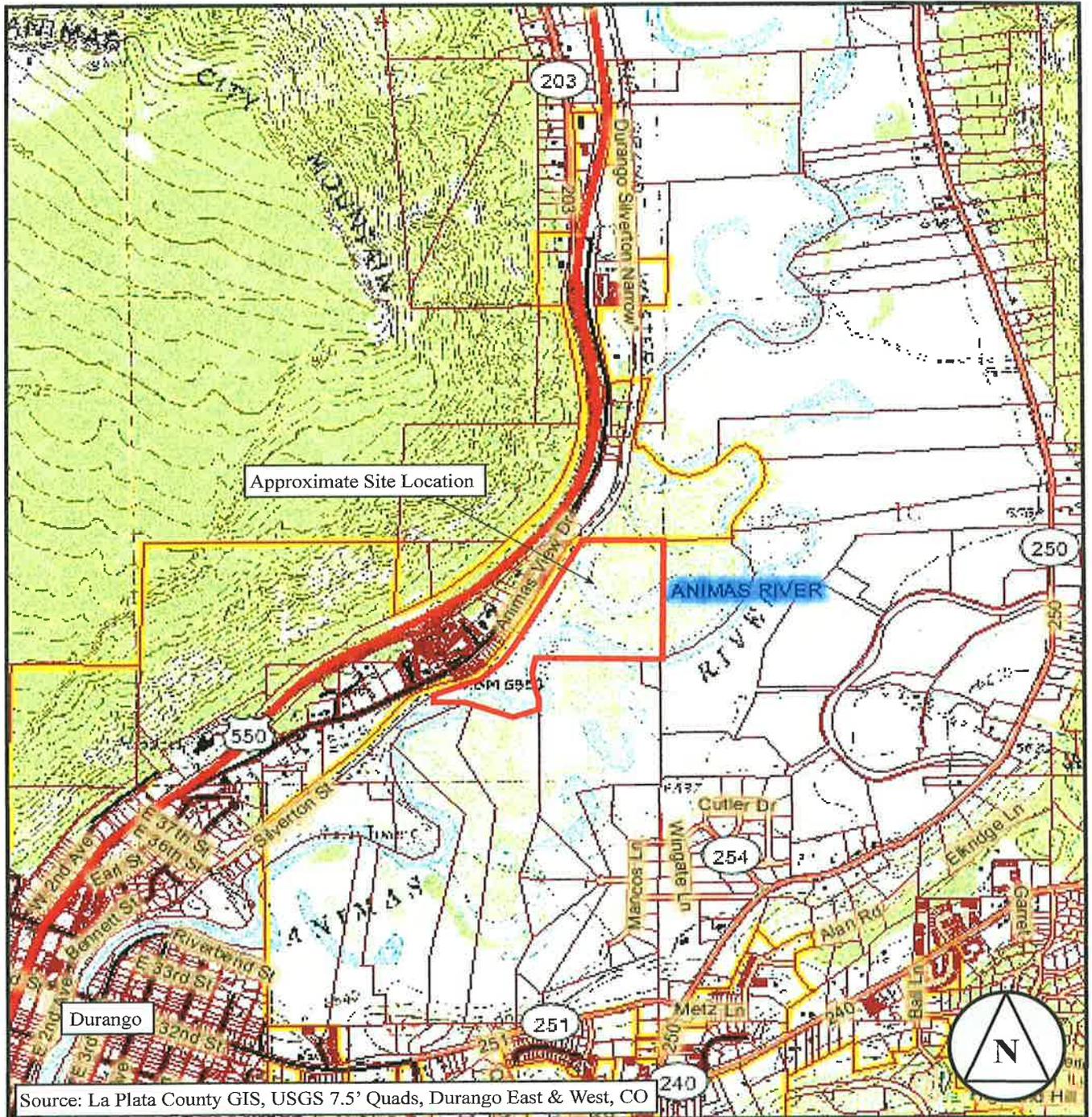
Report Preparer Information

This report was prepared by Mr. Michael Matheson, PG. Mr. Matheson is a registered professional geologist in the State of Arizona and is a certified environmental scientist in the State of Colorado. Mr. Matheson has a Bachelor of Science degree in Geology and over 27 years of professional experience as a geologist. Mr. Matheson can be reached at the following:

Michael Matheson
Plateau Environmental Services
3238 E. Fifth Avenue
Durango, Colorado 81301
(970) 247-9200
mmatheson@plateauenvironmental.com

Signature: 

Date Signed: June 30, 2012



Source: La Plata County GIS, USGS 7.5' Quads, Durango East & West, CO

Scale: 1" = 2,000'

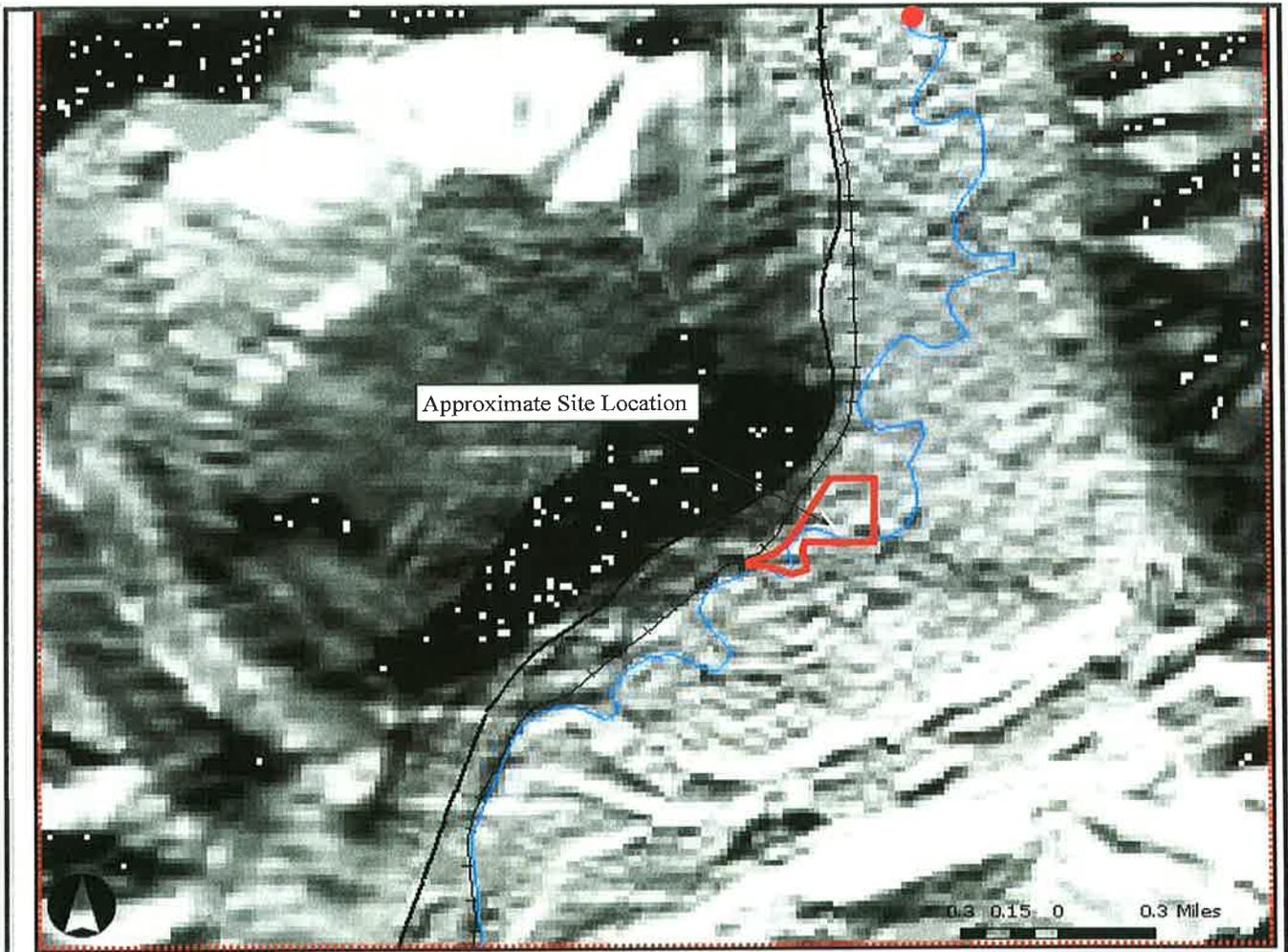
Date: 6/20/12

Prepared By: MM

Job: LPOSC.034

**Figure 1 - Location Map - Cameron Property
Parcel # 566509400031
Durango, Colorado**

Plateau Environmental Services, Inc.
3238 East 5th Avenue
Durango, Colorado 81301



All Permits



Brasscap



cities



Rivers_Major



railroads



roads_highways



counties



lakes_major



Digital Elevation Model

High : 255



Low : 0



State_border



Source: CDRMS GIS; Permitted Mine Sites

Scale: NTS

Date: 6/20/12

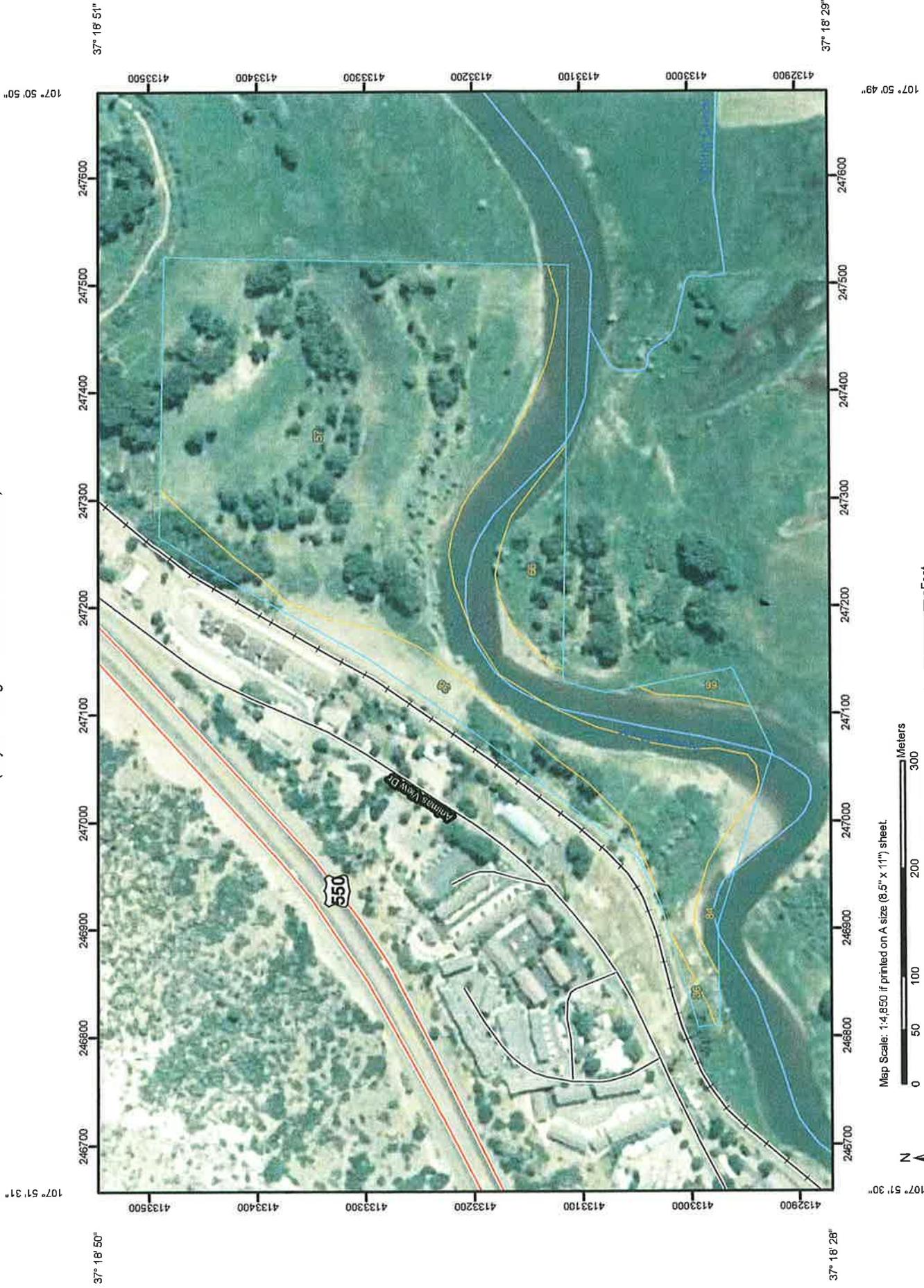
Prepared By: MM

Job: LPOSC.033

**Figure 3 - CDRMS Map - Cameron Property
Parcel # 566509400031
Durango, Colorado**

Plateau Environmental Services, Inc.
3238 East 5th Avenue
Durango, Colorado 81301

Soil Map—La Plata County Area, Colorado
(City of Durango — Cameron-Sterk Easement)



Map Scale: 1:4,850 if printed on A size (8.5" x 11") sheet



MAP LEGEND

Area of Interest (AOI)
 Area of Interest (AOI)

Soils

Soil Map Units

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

Special Line Features

 Gully

 Short Steep Slope

 Other

Political Features

 Cities

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

MAP INFORMATION

Map Scale: 1:4,850 if printed on A size (8.5" x 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 13N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: La Plata County Area, Colorado
 Survey Area Data: Version 10, Mar 25, 2008

Date(s) aerial images were photographed: 7/19/2005

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

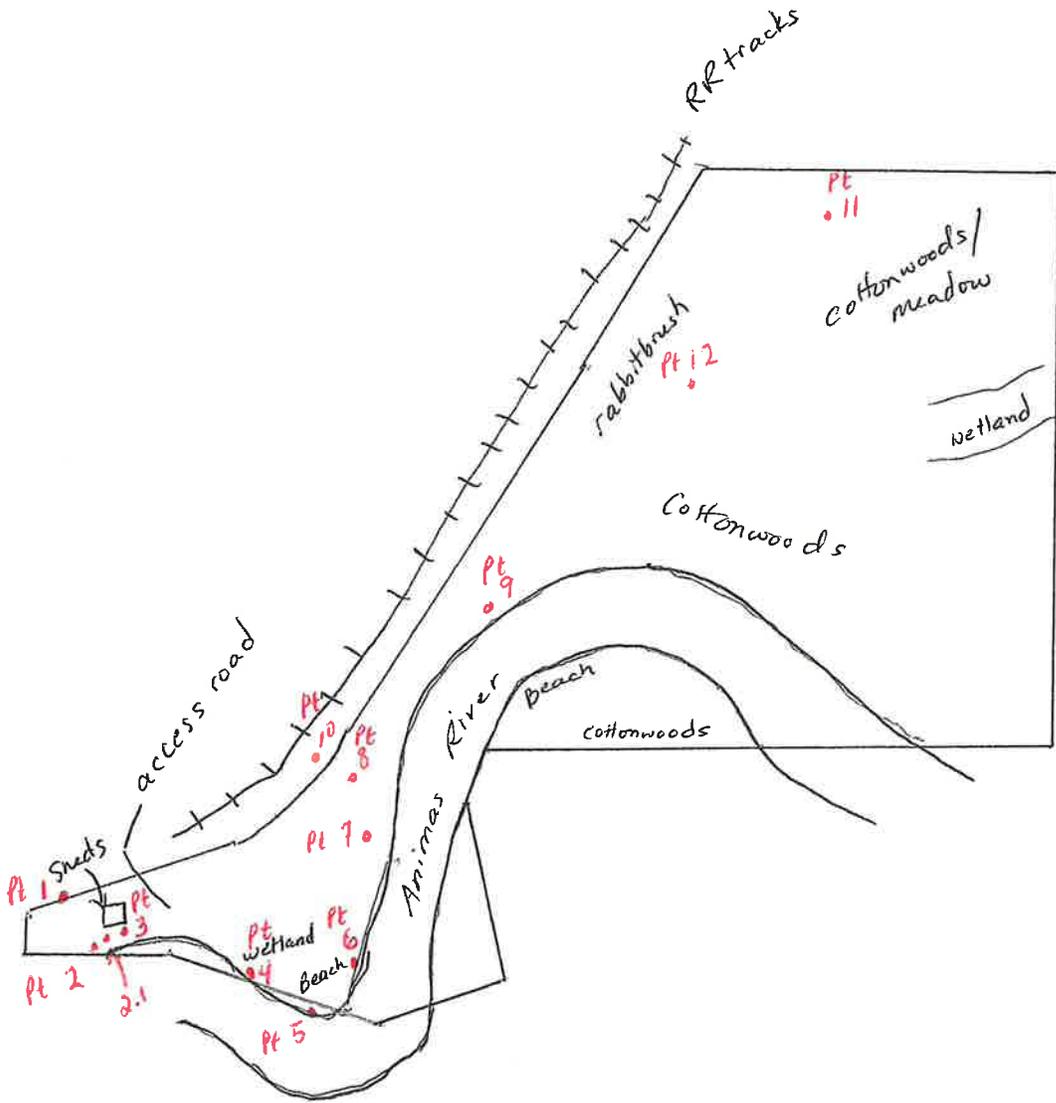
Map Unit Legend

La Plata County Area, Colorado (CO669)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
36	Hayness loam, 3 to 12 percent slopes	3.6	8.5%
57	Riverwash	30.3	70.5%
66	Tefton loam	2.6	6.0%
84	Water	6.5	15.1%
Totals for Area of Interest		43.0	100.0%

La Plata Open Space Conservancy
 Environmental Hazard Conservation Easement

Property Name: City of Durango Cameron-Sterk	Property Location: Animas View Dr.
Visual Inspection of Property: (Describe current and previous uses of the property, and characteristics of the property, including natural features which could be environmental receptors, such as streams and wetlands, and man-made features, such as buildings and gravel pits. Also describe adjacent properties if appropriate.)	The Property lies within the 100-year flood plain of the Animas River, and includes a portion of the river bank and bed. There are portions of old oxbows on the property, contributing to the occurrence of small wetlands in those areas. There is riparian vegetation throughout most of the Property, primarily narrowleaf cottonwood and sandbar willow. Portions of the Property have rabbitbrush and other shrub species, mixed with a variety of grasses and forbs. The property has been traditionally used for grazing and recreation.
Evidence of Contamination: (Check if noted on the property or on adjoining property)	<input type="checkbox"/> Surface/soil stain <input type="checkbox"/> Disturbed soil
	<input type="checkbox"/> Vegetative Damage <input type="checkbox"/> Oily/discolored surface water
	<input type="checkbox"/> Unusual Odors <input type="checkbox"/> Surface/subsurface storage containers
	<input type="checkbox"/> Other evidence <input checked="" type="checkbox"/> Legal/illegal hazmat dumping
Explain Items Checked Above:	A property inspection conducted by SME Environmental Consultants revealed the presence of buried automobiles along the western edge of the property, which may contain hazardous substances. The presence of hazardous substances is not confirmed.
Based on this inspection of the property, known history of the property, and review of aerial photos, deeds and title documents, is additional environmental assessment recommended?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of assessment recommended:	None recommended
Date: 10 Jan 2013	Evaluated by: Eilene Lyon (LPOSC)

Plat Showing Natural Features, Improvements, Photo Points
City of Durango Cameron-Sterk Conservation Easement





City of Durango Cameron-Sterk Conservation Easement
Baseline Documentation Photos
June 29, 2012

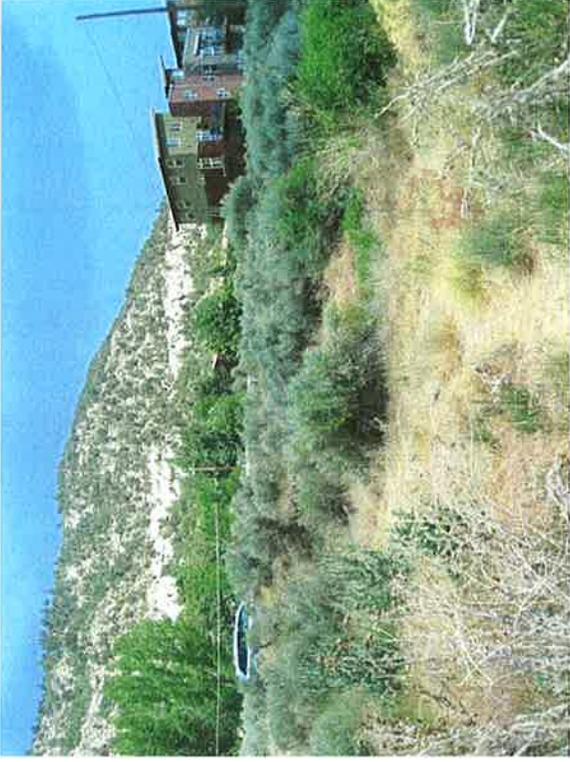


Photo Point 2 A 0° N 37 18.542
W 107 51.381
Views from river bank at south end of property.



Photo Point 2 C 180°



Photo Point 2.1 B 136°

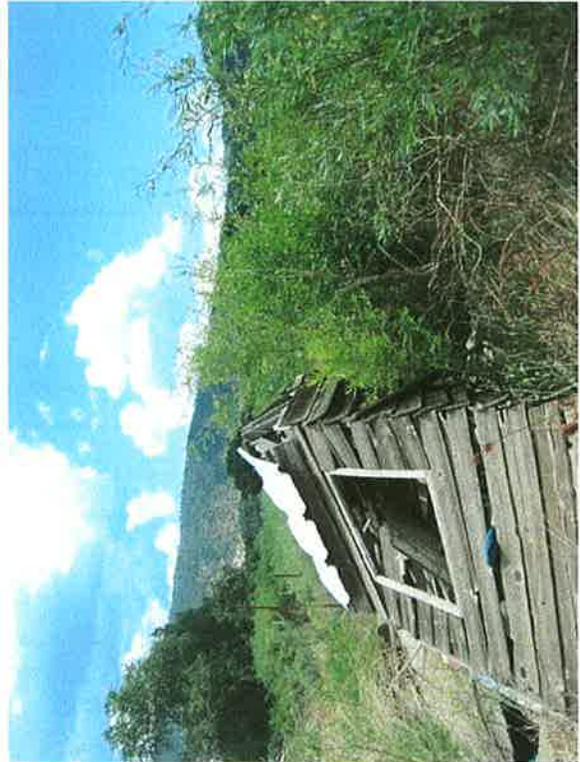


Photo Point 2 B 76°

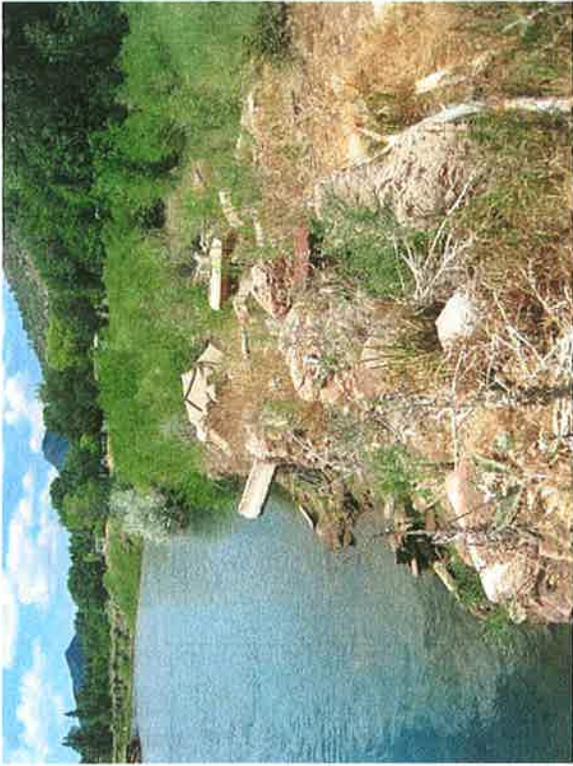


Photo Point 2 D 246°

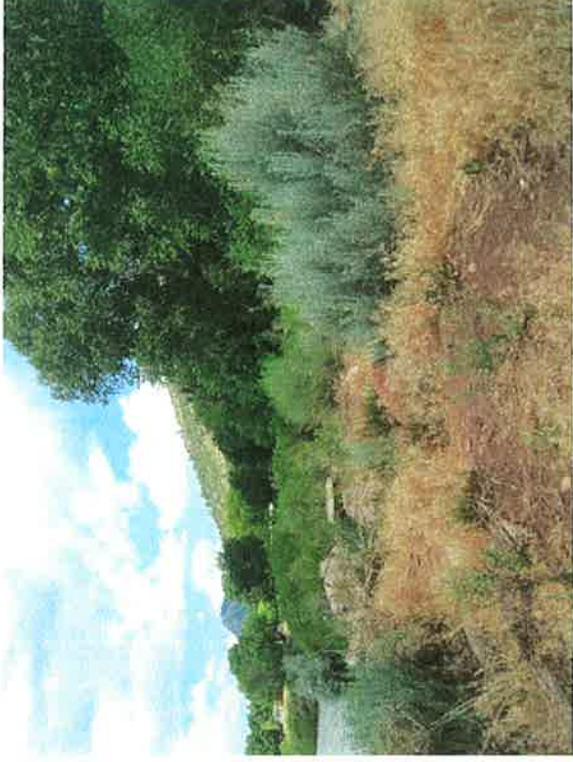


Photo Point 2 E 263°

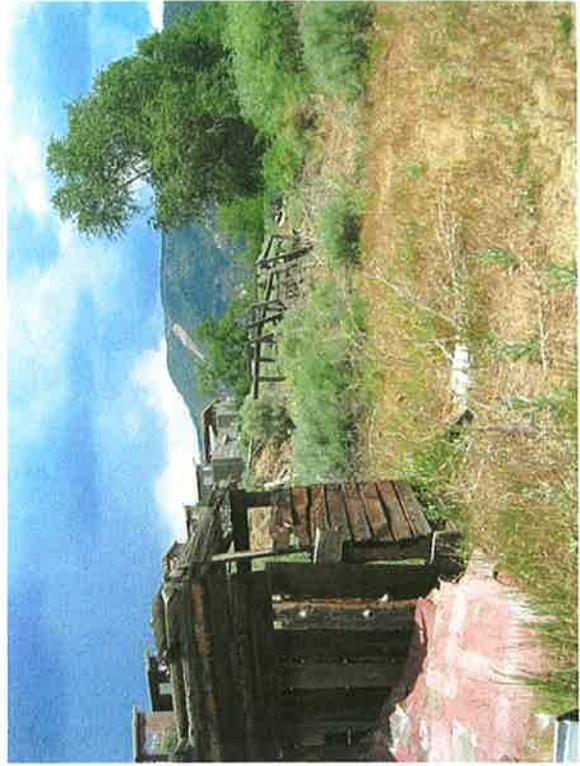


Photo Point 3 A 20° N 37 18.549
W 107 51.364
Views in south part of property near tracks.

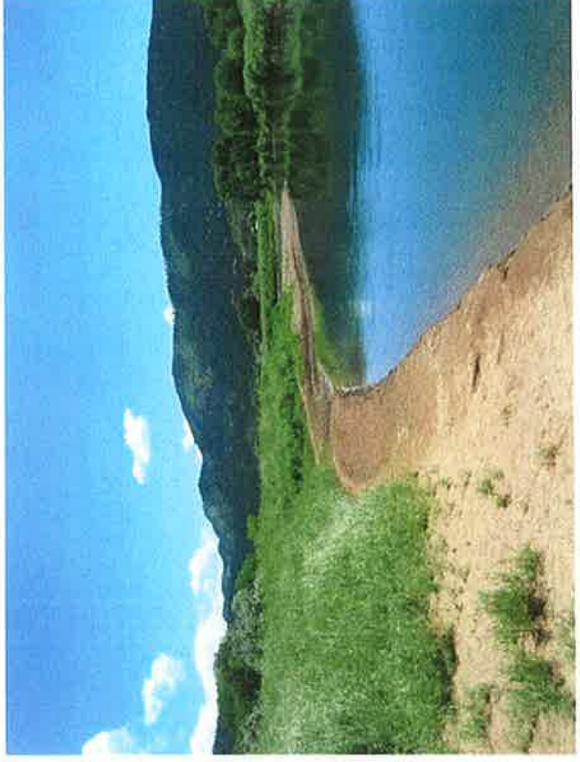


Photo Point 3 B 110°



Photo Point 3 C 190°

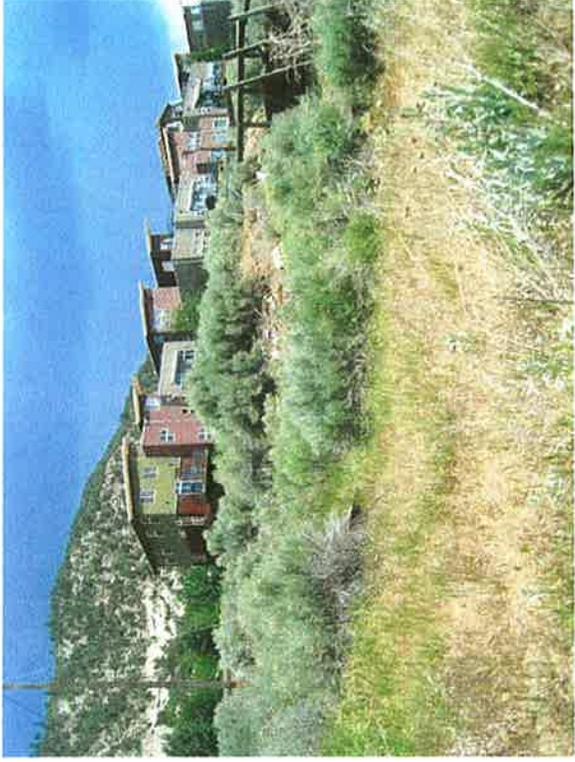


Photo Point 3 D 356°



Photo Point 4 A N 37 18.539
W 107 51.317



Photo Point 4 B

Views of small wetland near beach in south part of property.



Photo Point 6 A 6° N 37 18.536
W 107 51.259

Views from near east end of beach on bench above it.



Photo Point 6 B 136°



Photo Point 6 C 220°



Photo Point 7 A 20° N 37 18.578
W 107 51.259

Views from central part of south section of the property.



Photo Point 7 B 222°



Photo Point 7 C 318°



Photo Point 8 A 84° N 37 18.631
W 107 51.247



Photo Point 8 B 140°

Views of cottonwoods in "waist" portion of the property.



Photo Point 8 C 164°



Photo Point 9 A 186°
N 37 18.666
W 107 51.207
Views near bank in central part of the property.



Photo Point 9 B 305°



Photo Point 10 A 15°
N 37 18.630
W 107 51.262
Views from near tracks west of point 8.



Photo Point 10 B 104°



Photo Point 11 A 150°
N 37 18.815
W 107 51.046



Photo Point 12 A
Views from central part of north section of the property.



Photo Point 12 B



Photo Point 12 C

Aerial Photo
City of Durango – Cameron-Sterk Conservation Easement
La Plata County, CO



Disclaimer: The information is provided as is without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall La Plata County be liable for any damages whatsoever including direct, indirect, incidental, consequential, loss of business profits or special damages.

Map Scale
1 inch = 200 feet
12/26/2012

AFTER RECORDING RETURN TO:
La Plata Open Space Conservancy
PO Box 1651, Durango, CO 81302

Deed of Conservation Easement

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #11315 ("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.

THIS DEED OF CONSERVATION EASEMENT (the "Conservation Easement") is made this 27th day of September, 2012 by the City of Durango, Colorado, a Municipal Home-Rule Corporation, having its address at 949 East Second Avenue, Durango, CO 81301 ("Grantor"), in favor of La Plata Open Space Conservancy, a nonprofit Colorado corporation qualified to do business in Colorado, having its address at P.O. Box 1651, Durango, CO 81302 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of approximately 43.71 acres of real property located in Section 9, Township 35 North, Range 9 West, N.M.P.M. in La Plata County, Colorado, more particularly described, and generally depicted on the attached map, as Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses open space, scenic, recreational, educational, natural and wildlife values (collectively "Conservation Values") of great importance to Grantor, the people of La Plata County and the people of the State of Colorado. In particular, the Property contains the following characteristics which are also included within the definition of Conservation Values:

- (1) The Property consists of approximately 43.71 acres of primarily river floodplain and riparian zones. The Property is identified in the 2010 City of Durango Parks, Open Space, Trails and Recreation Master Plan as a potential area for preservation and river access.
- (2) The Property provides forage and cover for many species of wildlife, including large and small mammals and birds, and it has been mapped by Colorado Parks and Wildlife as a summer and fall concentration area for black bear; summer range, winter range, severe winter range, and a winter concentration area for elk; summer range, winter range, and a winter concentration area for mule deer; overall range for mountain lion; overall range for wild turkey; and winter range for bald eagle, a state-listed threatened species. Colorado Parks and Wildlife has confirmed that the Property is within a critical migration corridor for big game. The Colorado Natural Heritage Program has mapped a large area, which includes the Property, as the Animas City Mountain Potential Conservation Area, for its breeding occurrences of American peregrine falcon, a globally vulnerable subspecies.
- (3) The Property's existing natural surface trails are conducive to passive recreation including walking, hiking, biking, wildlife watching, river access and other forms of unstructured outdoor activities.

- (4) The Property is bordered on the west by high density multi-family development and the Durango and Silverton Narrow Gauge Railroad; on the north by a large and undeveloped parcel within the floodplain; on the south and east by agricultural lands.

The foregoing Conservation Values are confirmed in Exhibit B (Confirmation of Conservation Values) attached hereto.

C. The conservation values of the Property to be protected by this Deed are recognized by the following clearly delineated governmental conservation policies:

- (1) City of Durango Parks, Open Space, Trails and Recreation Master Plan, an element of the City of Durango Comprehensive Plan, providing for the protection and preservation of open and natural lands for viewshed, habitat and recreation.
- (2) The Colorado Wildlife and Parks and Outdoor Recreation statutes, Colorado Revised Statutes § 33-1-101 and § 33-10-101 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.”
- (3) Colorado Revised Statutes §§ 38-30.5-101, et seq., providing for the establishment of conservation easements to maintain land “in a natural, scenic or open condition, or for wildlife habitat, or for agricultural...or other use or condition consistent with the protection of open land, environmental quality or life sustaining ecological diversity.”
- (4) The Internal Revenue Code (“IRC”) and Treasury Regulation 1.170A-14(d)(2) regarding the preservation of “land areas for the outdoor recreation of the general public or for the education of the general public.”
- (5) Funding for this project has been provided in part by the Great Outdoors Colorado Trust Fund program. 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 grants application 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.

D. The parties acknowledge that a written report is currently being prepared and will be reviewed within six months of the conveyance date of this Easement (the “Baseline Report”). A copy of the Baseline Report shall be kept on file with both parties and by this reference made a part hereof. . The parties agree that the existence of the Baseline Report shall in no way limit the parties’ ability to use other pertinent information in resolving any controversy that may arise with respect to the condition of the Property as of the conveyance date of this Easement.

E. 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, as defined in paragraph 1 below. The parties acknowledge and agree that uses expressly permitted by this Easement and the current land use patterns, including, without limitation, those relating to river-oriented public recreation, and maintaining natural open space and wildlife habitat existing at the time of this grant, do not significantly impair or interfere with the Conservation Values and are consistent with the Purpose of the Easement.

F. 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.

G. Grantee is a publicly supported, tax-exempt nonprofit organization and qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is to permanently protect open lands that have significant agricultural, wildlife habitat, open space, recreational and/or historical/archaeological resources, for the benefit of the community and the general public.

H. Grantee is also a charitable organization as required under C.R.S. Section 38-30.5-101 et seq., which provides for conservation easements to maintain land and water in a natural, scenic or open space condition, for wildlife habitat, or for agricultural and other uses or conditions consistent with the protection of open land in Colorado.

I. 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 law of Colorado and in particular C.R.S. Section 38-30.5-101, et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross 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 ensure that the Conservation Values are preserved and protected in perpetuity (“Purpose”). This Purpose is in accordance with Sec. 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto. To effectuate the Purpose of this Easement, Grantor and Grantee intend to preserve the open space character, scenic and recreational qualities, and wildlife habitat of the Property, and permit only uses of the Property that do not substantially diminish or impair the Conservation Values and to prevent any use of the Property that will substantially diminish or impair the Conservation Values. 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 Conservation Values.

2. **Rights of Grantee.** To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times to monitor Grantor’s compliance with, and, if necessary, to enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor;
- (c) To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

3. **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 or restricted as set forth below:

- (a) Subdivision. The Parties agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the provisions of this Easement. Ownership of the single parcel by joint tenancy or tenancy in common is permitted; provided, however, that Grantor shall not undertake any legal proceeding to partition, subdivide or divide in any manner such undivided interests in the single parcel.
- (b) Trash. The dumping or uncontained accumulation of trash or refuse on the Property; and/or the depositing or dumping of hazardous or toxic waste upon the Property, except for incidental and environmentally de minimis leachate from any restroom facilities permitted under Paragraph 4(d), in accordance with all applicable laws, rules and regulations of La Plata County and the State of Colorado and the United States.
- (c) Commercial or Industrial Activity. Any commercial or industrial uses of or activities on the Property, except as provided in paragraph 4(b) of this Easement.
- (d) Feedlots. The establishment or maintenance of any commercial feedlot, which is defined for the purposes of this Easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market.
- (e) Construction of Buildings, Structures, and Other Improvements. The placement or construction of any buildings, structures, or improvements of any kind (including without limitation, fences, roads, and parking lots) other than those which are expressly permitted in paragraphs 4(c) and 4(d).
- (f) Signage or Billboards. The placement of any signs or billboards on the Property, except that signs whose placement, number, size, and design do not significantly diminish or impair the Conservation Values may be displayed to control unauthorized entry or use, to provide trail directions and state rules for public use of the Property, to designate the Property as a conservation easement-protected property, and for educational and interpretive purposes. Grantor 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.
- (g) Motorized Vehicles. The use of motorized vehicles except for emergency or maintenance purposes or other uses permitted in paragraph 4 of this Easement.
- (h) Paving and Road and Trail Construction. The paving or otherwise covering of any portion of the Property with concrete, asphalt, or any other paving material, or the construction of any trail or other access to the Property, except for such activities expressly permitted in paragraph 4 of this Easement and approved by Grantee in accordance with paragraph 5 of this Easement.
- (i) Mining. Surface disturbance, to the extent to which Grantor can control such disturbance, for commercial exploration for and/or development and extraction of sand and gravel, minerals and hydrocarbons. As of the date of this Conservation Easement, Grantor does not own all of the mineral rights located on, under, or in the Property or otherwise associated with the Property. A mineral assessment report dated June 30, 2012 has been completed by Plateau Environmental Services, in compliance with Internal Revenue Code Section 170(h) and related Treasury Regulations, which report concludes that the probability of surface mining occurring on the Property is so remote as to be negligible. Grantor's current or future ownership of any mineral rights associated with the Property shall be subject to the provisions of this paragraph. With regard to mineral rights currently owned by or any mineral rights later acquired by Grantor, Grantor shall not permit any filling, excavating, dredging, mining, drilling, or exploration for or commercial extraction of any minerals, hydrocarbons, coalbed methane, soils, sand,

gravel, rock or other materials on, under, or in the Property by any surface mining method, nor shall Grantor transfer, lease or otherwise separate any mineral rights from the surface of the Property, unless such instrument references this Conservation Easement, summarizes the Conservation Values and the provisions of this paragraph, and specifically requires compliance with all terms and conditions of this Conservation Easement. Prior to the execution of any such instrument, Grantor shall provide a copy to Grantee for Grantee's review and approval in accordance with this Conservation Easement. Grantor shall notify Grantee of negotiations with any mineral lessee for any surface use of the Property, and Grantee may participate in such negotiations in order to protect the Conservation Values of the Property.

4. **Reserved Rights.** Grantor reserves to itself, and to its representatives, 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 Conservation Values. Without limiting the generality of the foregoing, and subject to the terms of paragraph 3, the following rights are expressly reserved:

- (a) To operate and manage the Property for conservation and limited river-oriented recreation in accordance with a management plan for the property, prepared and accepted with the mutual consent of Grantor and Grantee, which plan shall be initially agreed upon within one year of the date of this Easement and shall be reviewed and considered for update no less frequently than every five years.
- (b) To permit public, non-motorized recreational and educational uses of the Property including activities such as walking, hiking, biking, skiing, snowshoeing, wildlife watching, river access, and enjoying the outdoors, provided such activities are in no way commercial (except as provided in this paragraph 4(b)), are not detrimental to the Conservation Values as determined by Grantee, and require no surface alteration or development of the land (except as provided in paragraphs 4(c) and 4(d)) Grantor shall retain the right to permit special events consistent with the Easement. City-permitted commercial uses of the future river put-in are allowed when conducted in a manner that is consistent with Sec. 170(h) of the Internal Revenue Code and the Treasury Regulations adopted pursuant thereto, are consistent with the purposes and terms of this Easement, and do not substantially diminish or impair the Conservation Values..
- (c) To formalize, improve and maintain the existing trails, to construct new trails (including the hard-surface Animas River Trail), and to place or construct fencing and signage in accordance with the management plan for the Property, provided that improvements or additions do not substantially diminish or impair the Conservation Values, as determined by Grantee. Grantor shall notify Grantee in accordance with paragraph 5 of this Easement prior to undertaking construction activities.
- (d) To construct or place other public facilities and improvements such as paved motor-vehicle access drive, parking and trailheads; picnic and restroom facilities; and river access facilities (including motor-vehicle accessible boat launch) provided that the installation of such facilities and improvements do not substantially diminish or impair the Conservation Values. Said improvements will be restricted to a building envelope, no larger than approximately six acres, on the SW section of the property and also include an area generally paralleling the Durango and Silverton Narrow Gauge Railroad (DSNGRR) tracks on the northwestern boundary of the property to accommodate the future extension of the Animas River Trail (Exhibit C). The building envelope and trail corridor remain part of the Conservation Easement. Grantor shall notify Grantee in accordance with paragraph 5 of this Easement prior to constructing or placing public facilities and improvements.

- (e) To engage in wildlife habitat improvements and accepted wildlife management practices for the benefit of resident and migratory wildlife species, and including but not limited to food planting, shrub and tree thinning, shrub and tree planting, and placement of nesting structures.
- (f) To engage in and allow educational and research activities consistent with the Conservation Values. Grantor shall notify Grantee in accordance with paragraph 5 of this Easement prior to undertaking any such activities.
- (g) To control noxious weeds in a manner required by governmental law or regulation.
- (h) To harvest appropriate timber for wildfire hazard control, for general forest health, and/or to prevent personal injury or property damage in accordance with a recommendation of the Colorado State Forest Service or other appropriate entity, provided such harvesting is in no way commercial, does not impair wildlife habitat, and does not substantially diminish or impair the Conservation Values. Grantor shall notify Grantee in accordance with paragraph 5 of this Easement prior to undertaking any such timber harvesting activities.
- (i) To close the Property to public use from time to time, as may be appropriate to protect the Conservation Values or the health and safety of the public.

5. Notice and Approval.

5.1 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 adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required as referenced in paragraph 4 (c), (d) (f) and (h), Grantor shall notify Grantee in writing not less than thirty (30) 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.

5.2 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 thereof and submittal of sufficient supporting details as described above. Grantee's approval may be withheld only upon Grantee's reasonable determination that the activity as proposed would substantially diminish or impair the Conservation Values or would be inconsistent with the purpose of this Easement. Lack of formal written notification by the Grantee within the 30 day response period shall constitute a formal approval. Grantor shall confirm this approval to Grantee in writing.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor and the Board of such violation and demand corrective action of Grantor sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or

in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. The parties shall inform the Board of any actions taken, and shall provide the Board with copies of any notices or complaints filed under, this paragraph 6.2. The Board shall in no event be required to participate in any mediation.

6.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor; provided, however, that in the event that a court or other decision-maker chosen by the mutual consent of the parties determines that this Easement has not been violated, and that Grantee initiated the enforcement action frivolously or without reasonable belief that the Easement was violated or in bad faith, Grantee will reimburse Grantor for reasonable costs of defense, including reasonable attorney's fees.

6.7 Forbearance. 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.

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

6.9 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.

7. **Access.** The general public shall have access to the Property, subject to any regulations by Grantor necessary and appropriate to protect public health and safety.

8. Costs, Liabilities, Taxes, and Environmental Compliance.

8.1 **Costs, Legal Requirements, 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. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

8.2 **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.

8.3 **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

- (a) No substance 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 exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or across the Property;
- (b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
- (c) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- (e) 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, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

8.4 **Remediation.** If, at any time, there occurs, or has occurred, 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, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

8.5 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on 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 ("CERCLA"), and corresponding state statute. Nothing in this Easement shall be construed as giving rise to any right or ability in the Board, nor shall the Board 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 CERCLA.

8.6 Hold Harmless. Subject to the statutory protections and monetary limits afforded Grantor under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, *et seq.*), as now enacted or hereafter amended, Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and the Board and the members, directors, officers, employees, agents, and contractors representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, 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 to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and corresponding state statute, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, 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, unless caused by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of paragraphs 8.1 through 8.5.

8.6.1 Grantee's Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (collectively, "Grantor's 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 injury to or the death of any person, or physical damage to any property, related to the presence of Grantee and its members, directors, officers, employees, agents and contractors on the Property, resulting from any act, omission, condition, or other matter related to or occurring in, on, or about the Property, regardless of cause, unless due to the negligence of any of Grantor's Indemnified Parties.

8.7 Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to Grantee all development rights deriving from, based upon or attributable to the Property in any way ("Grantee's Development Rights"), except those expressly reserved by Grantor herein, and the parties agree that Grantee's Development Rights shall be held by Grantee in perpetuity in order to fulfill the Purpose of this Easement, and to ensure that such rights are forever released, terminated and extinguished as to Grantor, and may not be used on or transferred off of the Property to any other property or used for the purpose of calculating permissible lot yield of the Property or any other property.

9. Extinguishment and Condemnation.

9.1 Extinguishment and Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, 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 and the Board in writing when it first learns of such circumstances. Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking, in lieu purchase or other termination, and all direct or incidental damages resulting there from. All expenses reasonably incurred by Grantor and Grantee in connection with the taking, in lieu purchase or other termination shall be paid out of the amount recovered. Grantee's compensation shall be an amount at least equal to the Easement Value Ratio set forth in paragraph 9.2, 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 the taking, in lieu purchase or other termination, subject to paragraph 9.3.

9.2 Valuation. This Easement constitutes a real property interest immediately vested in the Grantee, the value of which has not been determined as of this date. Should the Easement be taken for public use or otherwise terminated according to paragraph 9.1, Grantee 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 as of the date of the taking or termination (the "Easement Value Ratio"). The Easement Value Ratio shall be used to determine the Grantee's compensation, subject to paragraph 9.3.

9.3 Application of Proceeds. The Board of Great Outdoors Colorado's Grant constitutes 32% of the purchase price of Grantor's fee title interest in the Property. Therefore, the parties and the Board stipulate that the Board shall be entitled to 32% of any proceeds recovered as a result of a taking, in lieu purchase or other termination of this Easement. The Grantor shall promptly remit the Board's share of proceeds to the Board. The total value of all remaining recovered proceeds shall be pooled by Grantor and Grantee and used to acquire or preserve another open space parcel consistent with the goals of the City of Durango open space preservation program.

9.4 Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's fee-title interest in the Property ("Sale"), excluding any lease of the Property 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 9.3 above, or under paragraphs 11 and 12 below.

9.4.1. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale, which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs ("Net Proceeds"). The Additional Board Refund shall be determined by: a) multiplying 32% (the Board's ratio of Grantor's fee-title purchase price) by the Net Proceeds; and b) 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. 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. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

9.4.2. Possible Exception to Refund Requirement. If a Sale occurs to a third party which 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. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board.)

10. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) 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 (e) receives the Board's prior written approval in its sole discretion. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. In order to preserve the Easement's priority, the Board may require that the Grantee obtain subordinations of any liens, mortgages, easements, or other encumbrances. For the purposes of the Board's approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment.

11. Assignment.

- (a) This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that:
 - (1) 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;
 - (2) is authorized to acquire and hold conservation easements under Colorado law;
 - (3) agrees in writing to assume the responsibilities imposed on Grantee by this Easement; and
 - (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.
- (b) The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee 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.b, 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 its satisfaction, the Board may require that Grantee assign this Easement to an organization designated by the Board that complies with Paragraph 11(a)(1), (2), and (3) above.
- (c) If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee 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.

- (d) Upon compliance with the applicable portions of this Paragraph 11, the parties shall record an instrument completing the assignment in the records of the county or counties in which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and to the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund under paragraph 9.4 above. 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.

13. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certificates shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense within thirty (30) days of receipt of Grantor's written request therefore.

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

To Grantor: City Manager
City of Durango
949 East Second Avenue
Durango, CO 81301

To Grantee: La Plata Open Space Conservancy
P.O. Box 1651
Durango, CO 81302

To Board: Executive Director
State Board of the Great Outdoors Colorado Trust Fund
303 East 17th Avenue, Suite 1060
Denver, CO 80203

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

15. Recordation. Grantee shall record this instrument in timely fashion in the official records of La Plata County, Colorado, and may rerecord it at any time as may be required to preserve its rights in this Easement.

16. General Provisions.

16.1 **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.

16.2 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

16.3 **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 Colorado Revised Statutes §§ 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.

16.4 **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.

16.5 **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. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 10.

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

16.7 **Non-Merger.** If Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantee first transfer the Easement to another qualified organization consistent with Paragraph 11 above.

16.8 **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. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors, and assigns, and the above-named Grantee and its successors and assigns.

16.9 **Termination of Rights and Obligations.** Provided that a transfer is permitted by this Easement, 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.

16.10 **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.

16.11 **No Third Party Beneficiaries.** This Easement 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 herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, and the Board.

16.12 **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.

16.13 **Termination of the Board.** In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder 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.

16.14 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

17. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

TO HAVE AND TO HOLD 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.

CITY OF DURANGO, Colorado, a Municipal Home-Rule Corporation, Grantor

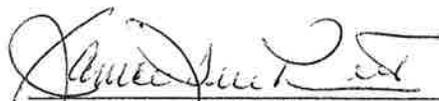

By Ron LeBlanc, City Manager

STATE OF COLORADO)
)ss.
COUNTY OF LA PLATA)

The foregoing instrument was signed and acknowledged before me this 27th day of SEPTEMBER 2012 by Ron LeBlanc, City Manager of the City of Durango, Colorado, a Municipal Home-Rule Corporation, as Grantor.

Witness my hand and official seal.

My Commission Expires 8-10-2013


Notary Public

JANICE SUE PUCKETT
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 08/10/2013

Notary Public

LA PLATA OPEN SPACE CONSERVANCY,
Grantee



By Gerald Zink, President

STATE OF COLORADO)
)ss.
COUNTY OF LA PLATA)

The foregoing instrument was signed and acknowledged before me this 27th day of September 2012 by Gerald Zink as President of the La Plata Open Space Conservancy.

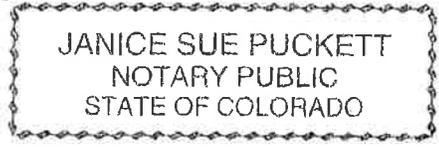
Witness my hand and official seal.

My Commission Expires

8-10-2013



Notary Public



My Commission Expires 08/10/2013

- Attachments:
Exhibit A - Legal Description and Map of Property
Exhibit B - Confirmation of Conservation Values
Exhibit C - Reserved Development Area

Exhibit A (1 of 2)
Legal Description

TRACT I:

A tract of land lying and being in Lots 9, 10 and 15, Section 9, Township 35 North, Range 9 West, N.M.P.M. and being more particularly described as follows, to-wit:

BEGINNING at the Southeast corner of Lot 9, Section 9, Township 35 North, Range 9 West, N.M.P.M.;

Thence running from said point of beginning North 0° 17' West along the East boundary line of Section 9, a distance of 1273.1 feet, more or less, to the Northeast corner of said Lot 9, Section 9;

- “ “ South 89° 09' West along the North boundary line of said Lot 9, a distance of 822.2 feet, more or less, to a point on the East boundary line of the D&RGWRR;
- “ “ along the Easterly boundary line of the D&RGWRR along the following courses and distances;
 - South 33° 56' West, 277.8 feet;
 - South 28° 36' West, 500.0 feet;
 - South 30° 48' West, 257.1 feet;
 - South 33° 27' West, 243.0 feet;
 - South 35° 46' West, 280.0 feet;
 - South 38° 59' West, 122.7 feet;
 - South 46° 34' West, 97.8 feet;
 - South 55° 50' West, 104.9 feet;
 - South 65° 09' West, 101.3 feet;
 - South 72° 11' West, 72.4 feet;
 - South 74° 05' West, 167.0 feet;
 - South 71° 40' West, 109.0 feet;
 - South 65° 28' West, 46.7 feet;
 - South 63° 49' West, 16.5 feet;
- “ “ South 0° 24' West, a distance of 110.9 feet;
- “ “ North 88° 25' East, a distance of 1018.4 feet, more or less, to a point on the East boundary line of Lot 15, Section 9;
- “ “ North 0° 03' East along the East boundary line of Lot 15, a distance of 495.0 feet, more or less, to the Northeast corner of said Lot 15;
- “ “ North 88° 18' East along the South boundary line of Lot 9, Section 9, a distance of 1361.4 feet, more or less, to the Southeast corner of the said Lot 9, Section 9 and the point of beginning.

LESS AND EXCEPT any portion of the above described tract of land lying and being South and East of the centerline of the Animas River as the same may exist in a Southerly and Westerly direction from the Northwest corner of Lot 12 in Ptarmigan Farms, according to the plat thereof filed for record October 16, 1978 as Reception No. 424980.

ALSO LESS AND EXCEPT that portion, if any, lying and being South and East of the North boundary of Lot 3A in Sagnet Boundary Adjustment, according to the plat thereof filed for record July 27, 2005 as Reception No. 914299.

TRACT II:

A non-exclusive easement, 30 feet in width, as described in Quit Claim Deed recorded June 2, 1992 as Reception No. 628089.

Exhibit A (2 of 2)
Map of Property

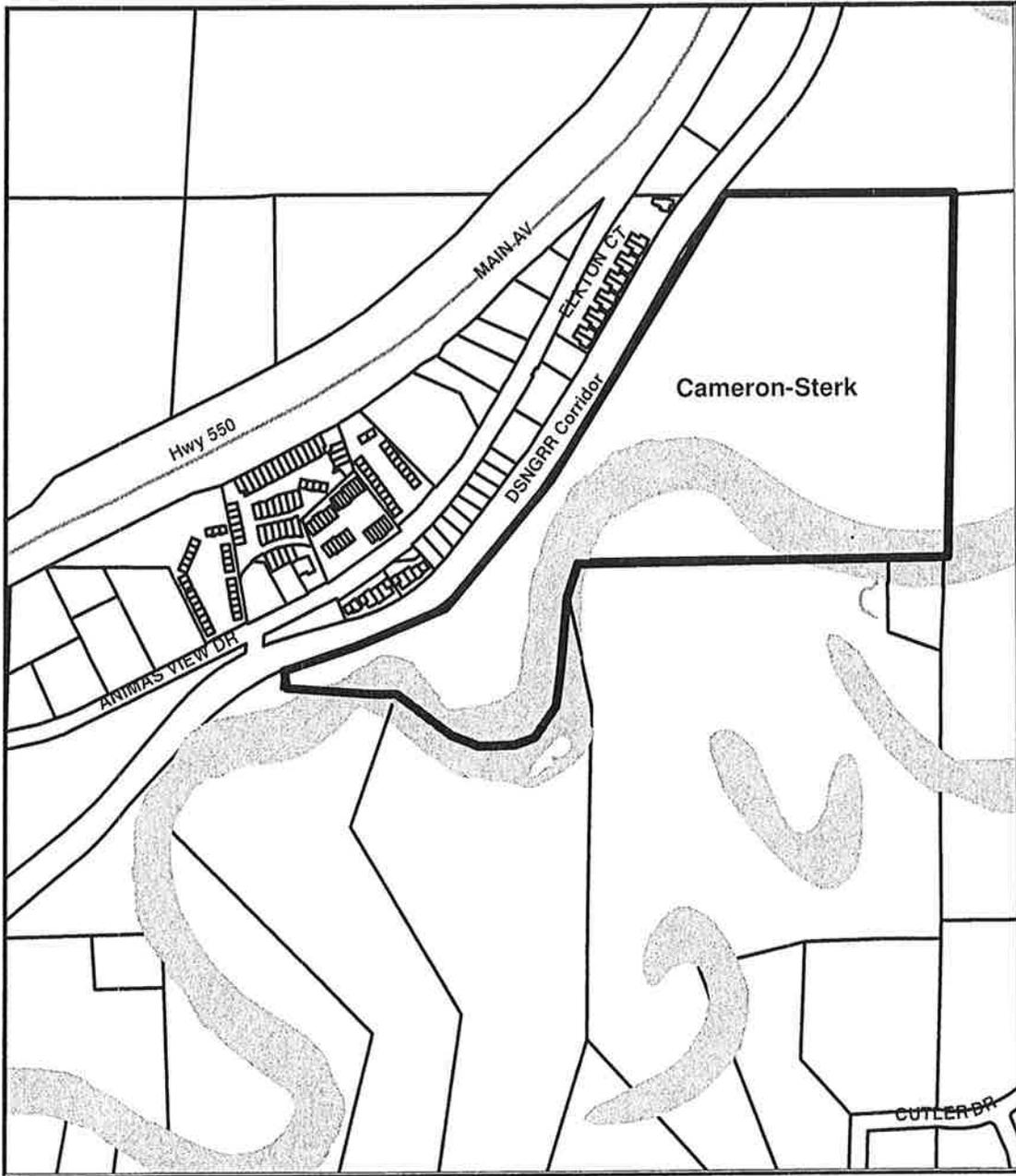


Exhibit B
Statement on Conservation Values

The Cameron-Sterk property has great conservation value as both a riparian area and according to Colorado Parks and Wildlife as a part of a critical migration corridor for species moving up and down the Animas River. Over 75% of the wildlife native to the SW Colorado area use riparian areas in some part of their life cycle.

The property has been mapped by Colorado Parks and Wildlife as a summer and fall concentration area for black bear; summer, winter, severe winter range, and winter concentration area for elk; and summer and winter range and winter concentration area for deer. The property is also in the overall range for mountain lion and wild turkey, and winter range for the bald eagle, which is state-listed as a threatened species.

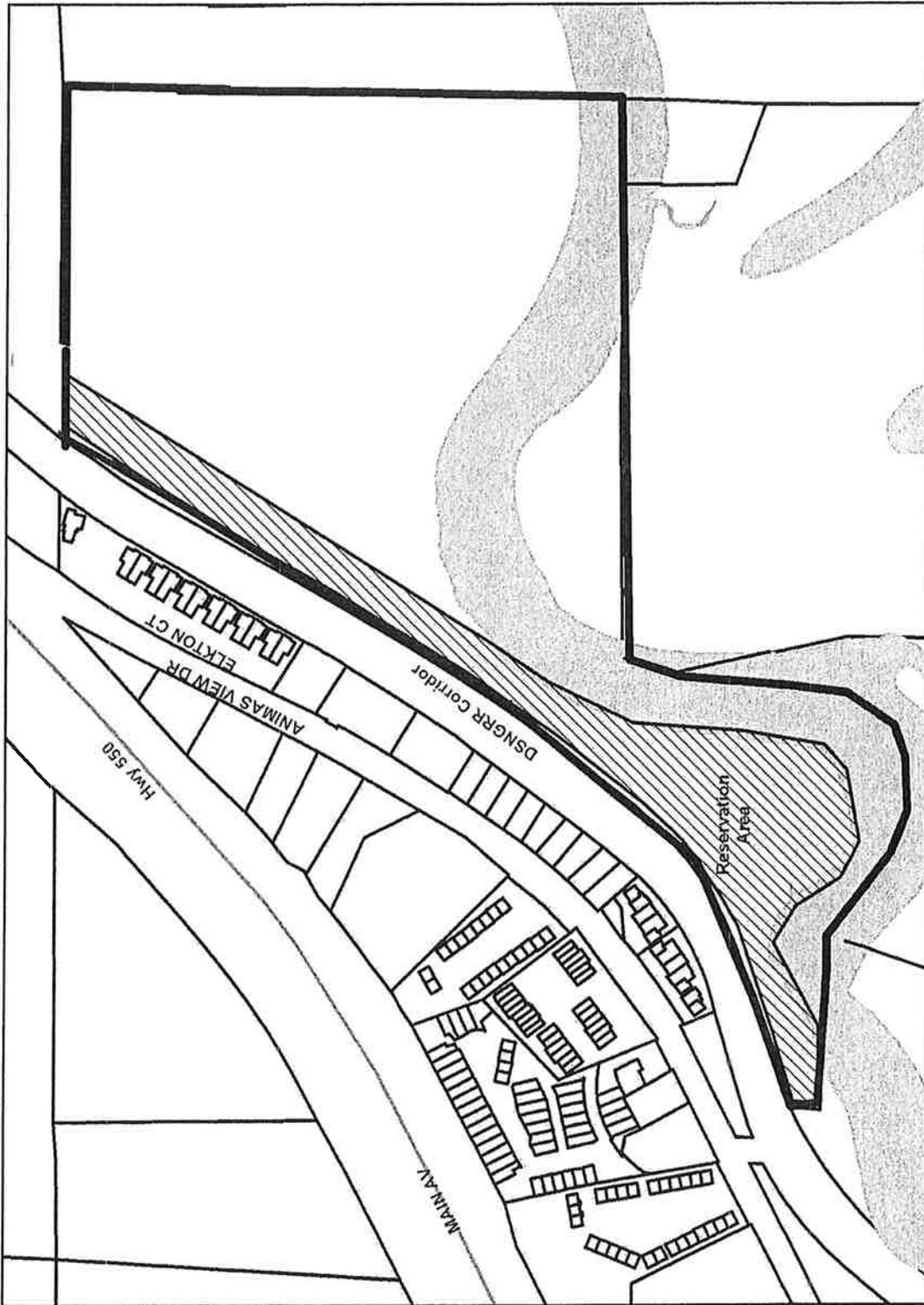
The Colorado Natural Heritage Program has mapped an area that includes the property as the Animas City Mountain Potential Conservation Area for the breeding occurrences of the American peregrine falcon. Peregrines were sighted on at least two site visits in preparation of the baseline document along with a dozen other species of birds.

There is a large cottonwood gallery on the property that is fairly intact habitat for native species of flora. The property also contains two small wetland areas.

The property also adds to the scenic corridors of the river and the Durango Silverton Railroad viewshed and provides an excellent opportunity for environmental education for the local community, public schools, and Fort Lewis College.

Prepared by: Scott Perez Executive Director-La Plata Open Space Conservancy

Exhibit C
Reserved Development Area



**City of Durango Cameron-Sterk Acquisition
Conservation Easement Stewardship Statement
Revised September 24, 2012**

The Cameron-Sterk Open Space Parcel, located east of Animas View Drive, approximately 1 mile north of 32nd Street, will be maintained as a predominantly undeveloped and natural open space area for non-motorized recreation and education, river access, and wildlife habitat pursuant to conditions outlined in the recorded conservation easement. Approximately 6 acres has been reserved in the conservation easement for development of facilities to serve these uses.

Site Clean up after Acquisition

The property has been cleared of site debris. Concrete and steel rip rap associated with historic site and riverbank stabilization was analyzed as part of a Phase I & 2 Environmental Site Assessment to determine whether it had any detrimental impacts to the site. Soil tests undertaken as part of the ESA did not identify any issues of concern and it was determined that the removal of these material was not warranted given the likely negative impacts such removal would have on native site vegetation.

Upon completion of acquisition, the City will secure the property with a new gate to be placed in the general location of the existing deteriorated gate. The gate will be posted with signage indicating property information and to post that Great Outdoor Colorado and La Plata Open Space Conservancy have partnered in the preservation with the placement of a conservation easement across the property.

Initial Stewardship Activities

- 1) Improve the natural condition of the property by eliminating invasive and noxious weeds and plant species. Weed abatement will be incorporated into the City's system-wide abatement program and will be undertaken no less than once per year. Other species abatement will occur on an as-needed basis.
- 2) The trails on Cameron-Sterk will be inventoried and analyzed to assist with the establishment of permanent trails on the property. Other trails will be abandoned and remediated as warranted. The City intends to mow the trail corridor from time to time to ensure it provides a safe and functional trail corridor for users.
- 3) Interior property fencing and gates will be evaluated for safety and functionality and will be repaired or removed as warranted.
- 4) The City will incorporate regular patrol and inspection of the property into the Parks and Recreation Department's ongoing park maintenance protocol. All City of Durango park rules and regulations will apply.
- 5) The property will be annexed into the City limits so that enforcement activities will be the responsibility of the City of Durango.

Future Proposed Improvements

Future site improvements will be limited to basic public access-amenities; signage for way-finding, property boundaries and environmental education; and extension of the Animas River Trail. Other than primary natural-surface trails, only the southwest approximate 6 acres and the westerly edge of the property may be developed consistent with the proposal outlined in the 2011 Great Outdoors Colorado grant application.

The improvements envisioned on the property include:

- 1) An extension of the hard-surface Animas River Trail along the westerly edge of the parcel, with an eventual extension further north of the parcel also envisioned;
- 2) a river put-in/takeout for non-motorized crafts in the southwestern corner of the parcel in the vicinity of the beach;
- 3) shade structure(s) and restroom;
- 4) a small parking area;
- 5) natural-surface trail; and
- 6) Interpretive/educational, informational and way-finding signage; and
- 7) Park benches along the trails.

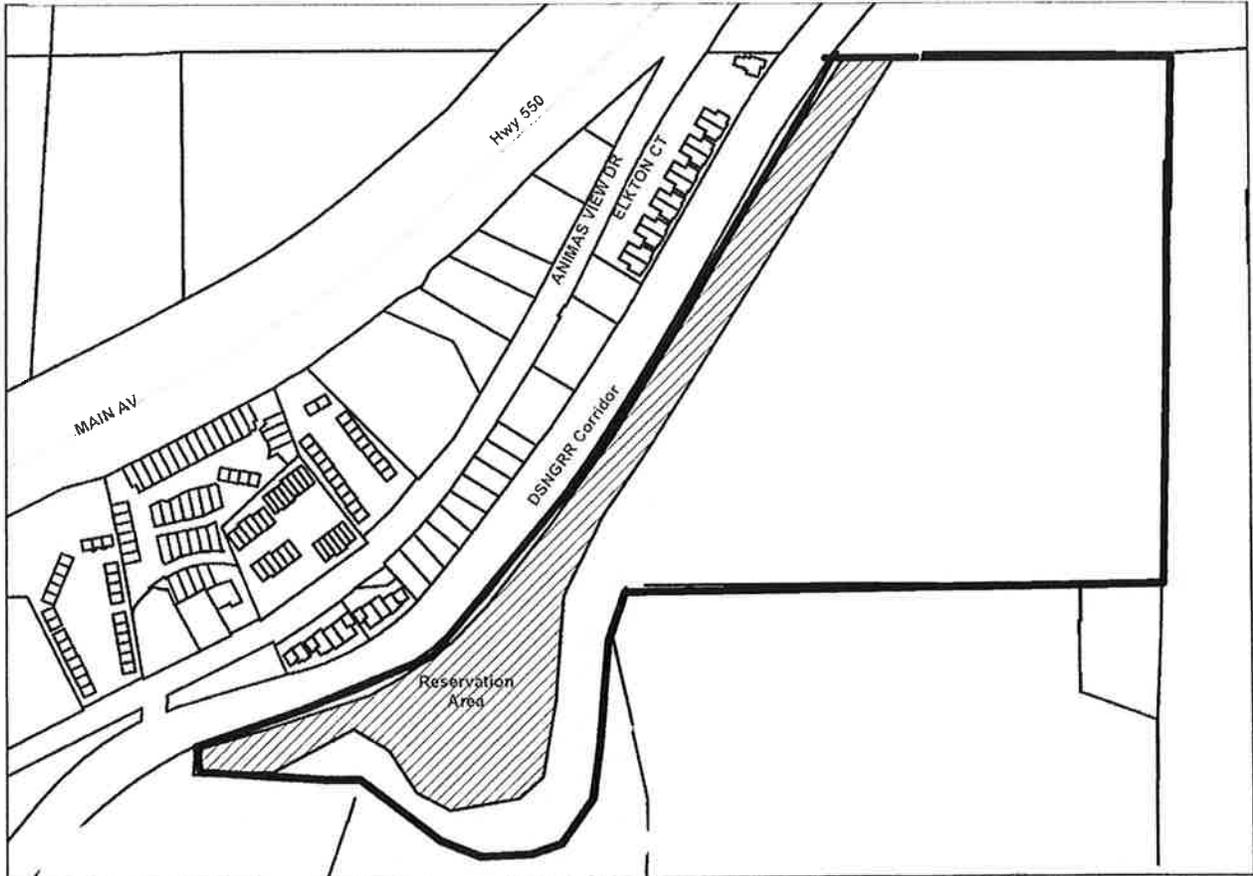
The City is acquiring the adjacent 17,000 sq. ft. Sherman Parcel off Animas View Drive which may provide an opportunity to accommodate much of the parking improvements envisioned.

Site stewardship and improvements will be consistent with the terms and conditions outlined in the recorded conservation easement to be held by the La Plata Open Space Conservancy. A management plan will be developed with participation of the La Plata Open Space Conservancy prior to any site development occurring.

Site improvements will be completed in advance of any public motor vehicle access or parking being allowed on the Cameron-Sterk Parcel.

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Reserved Development Area



Cameron-Sterk Open Space Conservation Easement

