



TOWN BOARD WORK SESSION

February 3, 2014 – 6:00 P.M.

301 Walnut Street, Town Board Room, Windsor, CO 80550

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.

GOAL of this Work Session is to have the Town Board receive information on topics of Town business from the Town Manager, Town Attorney and Town staff in order to exchange ideas and opinions regarding these topics.

Members of the public in attendance who have a question related to an agenda item are requested to allow the Town Board to discuss the topic and then be recognized by the Mayor prior to asking their question.

AGENDA

1. 6:00 p.m. Introduction to Conservation Easement Strategies – M. Chew
2. 6:20 p.m. Sheep Draw Conservation Easement – M. Chew
3. 6:30 p.m. Overview of Proposed Harmony Ridge Metro District
4. Future Town Board meetings



MEMORANDUM

Date: February 3, 2014
To: Parks, Recreation & Culture Advisory Board
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Conservation Easement Strategies
Item #: 1.a.

Background / Discussion:

PART 1 – Conservation Easement Strategies (note: there are several attachment affiliated with this portion of the discussion, however they are, for the most part, a compilation of existing documents and practices)

The 2007 Update of the Parks, Recreation Trails and Open Lands Master Plan as adopted indicates developing an Open Lands program for the Town of Windsor. The strategies include, among others, developing a method of evaluation for determining open lands acquisition and / or easement potential and determining potential acquisition of the same. The Town has experienced increasing opportunities to consider acquisition of, or holding conservation easements that have significant habitat value, as defined in the criteria of Resolution 2008-59. Thus it is appropriate to have an overall discussion of the values, strategies and future direction of the Town's involvement with conservation easements as a method of land preservation, increasing access to open lands and /or assisting neighboring municipalities in regional efforts to preserve and maintain open lands.

However, the conservation easement (CE) strategy for protecting open spaces or significant lands is not unique to this document. Below is a brief summary (and attached a detailed listing) of other Town documents where such directives or strategies are encouraged:

1. Resolution 2008-59
2. Comp Plan (2006 Update of the 2002 Plan)
 - Wildlife Habitat pg 94
 - Environmental Resources Goal 1,2,3 pg 99
 - Parks, Recreation & Trails Goal 5 pg 141
3. Parks, Recreation, Trails and Open Lands Master Plan (2007 Update of 2002 Plan)
 - Open Lands Program Goal 5
4. Strategic Plan (2012-2014)
 - Trails and regional links Goal 1G (non-specific)
5. Our Land Our Future (Larimer County Study)

- Windsor residents slightly favored preservation slightly over recreation (survey, 2012)
- Poudre River Corridor can be identified as Moderate to High value for 1) Natural Resource & Wildlife Area Opportunities and 2) Urban Open Space & Trail Opportunities

Staff assembled various existing practices and information to develop the Conservation Easement Level of Service Standards. This is attached, along with supporting documentation to assure a thorough process that meets legal and other documentation requirements. While this documentation is an essential part of any state certification program, it is also good stewardship (Strategic Plan – Goal 1G (non-specific)).

The Level of Service Standards were reviewed and adopted as staff practices in May 2012 by the Parks, Recreation & Culture Advisory Board. Any CE proposed or considered shall meet the specific criteria and go through the evaluation and review process as outlined, and may be subject to stewardship fees collected by the Town.

Attached is a map generated through the Our Lands Our Future regional study with Larimer County that shows the significance of this area, as well as the overall Poudre River Corridor. This map supports the efforts of the previously mentioned planning documents.

PART 2 – Frank State Wildlife Area

For several years we have been engaged in discussions with Colorado Parks and Wildlife (CPAW) about a trail connection through the Frank State Wildlife Area (FSWA). Historically, CPAW has not been receptive to a trail, due to CPAW's mission of providing hunting and wildlife access and not recreational trails. Recent discussion has focused around the opportunity for CPAW to surrender the five CE's that comprise FSWA because of CPAW demographic and financial changes.

Below is a summary of potential CE holders with results:

1. CPAW – retain CE; would not allow a trail; ready to release CE due to demographic and financial changes;
2. Larimer County – not interested in taking on more property pending open space sales tax re-authorization;
3. Legacy Land Trust – one time stewardship fee of \pm \$14,500 would be required; Windsor would still manage the property;
4. City of Greeley – willing to hold CE in exchange for the easements we will hold for them on Poudre River Initiative properties; Windsor would still manage the property;

5. City of Ft. Collins – have not discussed but might be possible; Windsor would still manage the property; or
6. Windsor – can hold the CE and manage the property; CPAW and State Division of Real Estate would prefer we obtain certification

The CEs for FSWA focus on wildlife opportunities, so any improvements (as per a Management Plan that Larimer County has offered to assist in developing) would need to emphasize such – i.e. a new trail enhances wildlife photography/viewing opportunities and **also** provides a connection from point a to b.

As you may know, the current CE's allow hunting as a right, but not a requirement. Hunting in this area is allowed by reservation only, so some data is available. CPAW records indicate that 41 unique individuals have called to reserve a hunting time/date. These individuals resulted in 80 different reservations from 8/1/2012 through 7/30/13 (2012-2013 hunting season). As hunting parties often include more than one hunter, and reservations indicate number in hunting party, 271 people have visited to hunt. There is no way to determine how many, if any of the 41 individuals or the 271 people in hunting parties are Windsor residents. Also, it is probable and presumable that many of the 271 are repeat visitors. If indeed Windsor holds the CE's, and presumably does not continue to offer hunting, we need to be aware of this impact.

Attached is a map of the FSWA.

Financial impact:

Each CE proposed or considered for acquisition would be considered for impact and stewardship costs as they are presented.

Costs associated with management of the FSWA CE's would be minimal for trail maintenance, trash or any other needs, estimated at about \$3,000 per year. This can be absorbed by the current Parks and Open Space Division personnel. CPAW would remain responsible for law enforcement related to fishing; other law enforcement would be TOW responsibility.

Costs for certification are about \$3000 initially and \$1000 annually. These costs can be paid for out of Conservation Trust Fund (Lottery) dollars.

Recommendation:

For review and discussion. Each easement would be presented separately following the adopted process.

Provide staff with direction on FSWA easements.

Attachments:

- b. Open Space / Conservation Easement Supporting Documentation
- c. CE Stewardship Process Flow Chart
- d. CE Level of Stewardship Standards Overview
- e. CE Level of Stewardship Standards Details
- f. Our Land Our Future map
- g. Frank State Wildlife Area map

Town of Windsor Resolution 2008-59:

BEING A RESOLUTION ADOPTING CRITERIA FOR THE TOWN OF WINDSOR IN THE ACQUISITION OF CONSERVATION EASEMENTS.

WHEREAS, the Parks, Recreation, Trails and Open Lands Master Plan emphasizes the protection of open lands and natural resources in the Town; and

WHEREAS, the Town Board finds that accepting conservation easements in appropriate circumstances promotes the protection of open lands, natural resources, and other conservation values of importance to the Town; and

WHEREAS, in 2004, the Windsor Town Board adopted certain criteria of the consideration and acceptance of proposed conservation easements by the Town; and

WHEREAS, the Town of Windsor Parks and Recreation Advisory Board has reviewed the existing criteria and recommended to the Town Board that the criteria adopted in 2004 be revised and updated in the manner hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. That it shall be the policy of the Town of Windsor that proposals for conservation easements be first submitted to the Parks and Recreation Advisory Board for review and thereafter the Parks and Recreation Advisory Board shall make a recommendation to the Town Board regarding the advisability of accepting the proposed conservation easement.
2. That it shall be the policy of the Town of Windsor that it may accept conservation easements as an appropriate tool for furthering the goals and objectives of the open lands element of the Parks, Recreation, Trails and Open Lands Master Plan in protecting open lands, natural resources, and other conservation values.
3. That the Town Board adopts the following criteria for the evaluation of proposed conservation easements.
 - a. The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views, or trails.
 - b. The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
 - c. The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.
4. Where appropriate, it shall be the policy of the Town of Windsor to require a stewardship fee as a condition of accepting a conservation easement. The collection of such a fee will allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.
5. In accordance with the foregoing, it shall be the policy of the Town of Windsor to actively pursue and encourage a conservation easement program, which will include identifying potential lands the Town wishes to protect, developing and actively distributing a landowner education packet, and discussing the benefits of conservation easements with landowners.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 28th day of July, 2008.



TOWN OF WINDSOR, COLORADO

Comprehensive Plan Excerpts:

Circulation and Transportation (pg 129)

Goal 2. At the time development occurs, the circulation and transportation systems needed to adequately serve that development, and subsequent developments associated with that development, shall be in place. These circulation and transportation systems shall include (a) the circulation and transportation systems which are depicted in the Circulation and Transportation Plan Map herein, and (b) all other circulation and transportation systems which are included in all plans and policies which have been adopted by the Town.

Policy 14. Continue to develop a connected network of bike and pedestrian pathways that can serve as a means of transportation and recreation for Windsor residents.

Wildlife Habitat Planning Influences (pg 94)

4. Wildlife and wildlife habitats are valuable natural resources for the citizens living in and around Windsor and for the visitors to Windsor. The abundance and variety of wildlife throughout the planning area not only provides residents with scenes of animals and nature but also adds to the economic health and quality of life of the community.

The predominant ecosystems which are present in the planning area are plains grasslands and lowland riparian/wetlands. Of these two ecosystems, the lowland riparian areas which provide wildlife habitats at or near river banks, streams and lakes, is the more fragile ecosystem and is therefore more susceptible to becoming eradicated due to development pressures and increasing human populations.

In addition to the lowland riparian ecosystems providing travel corridors for large mammals such as white-tailed deer, mule deer, and coyotes, these riparian areas also provide habitats for smaller animals such as skunks, raccoons and foxes. The planning area also provides habitats for pheasants, rabbits and squirrels as well as a wintering ground for some birds of prey.

Many varieties of waterfowl, Canada geese and pelicans in particular, migrate to and have their nesting activities in and around Windsor. The Canada geese arrive in incredibly huge numbers and blanket many of the harvested fields throughout the planning area between October and March foraging for food. Moreover, some of these waterfowl are year-round residents of the area.

Environmental Resources (pg 99)

Goal 1. Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.

Goal 2. Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area's natural and manmade environments.

Goal 3. Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.

Parks, Recreation & Trails Existing Conditions (pg 139)

2. Open Space and Trails. The primary open space systems in Windsor include all of the following types of land uses: agricultural lands which are located both in the GMA and in the planning area; the Cache la Poudre River corridor and trail; the various parks and recreational facilities throughout Town State Division of Wildlife areas for Watchable Wildlife – Kodak State NWA, Frank State NWA- Larimer County Open Space “Bluffs.” In addition to the Windsor Lake trail, there are also several other bicycle and pedestrian trails either already established or being planned for Windsor.

Parks, Recreation & Trails Goal 4 and 5 pg 141

Goal 4. Provide a trails plan for the Town of Windsor that accommodates a variety of trail users, requires participation by private developers for the development of the trail necessary to serve the development, takes advantage of town-owned rights-of-way and easements, places a high priority on the Poudre River Trail, and respects the history of the area.

Goal 5. Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Parks, Recreation, Trails and Open Lands Master Plan Excerpts:

Open Lands Goal 5 pg 115-118

Goal #5: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies

5.1. Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.

5.1.1. Open Lands Definition: Open Lands are land and aquatic areas acquired and preserved in their current state or returned to a natural state because of physical characteristics that are deemed essential to the Windsor community, including such features as wildlife habitat, scenic beauty, opportunities for passive recreation, ecological or cultural values, and agricultural values, among others. Appropriate areas of the lands should be developed for passive uses including trails, wildlife observation and picnicking.

5.1.2. Open Lands Level of Service Statement: The acquisition of open lands should be based on the values the land represents and not on a population ratio. Quality of the land is preferred over quantity of land.

5.2. Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.

5.2.1. A three-tiered approach should be used for evaluating and prioritizing potential acquisitions. The values mapping, provided as a part of this study, should be used when reviewing development applications as well.

Tier I: The mapping tools provided with this study should be used as a guide to determine from a broad-brush perspective, how many, and what type of values are present on the property, including:

- Surface Water
- Flood Plain
- Bluffs and Slopes
- Community Separators
- Wildlife Habitat Areas
- Whether it is in the municipal boundary
- Naturally Significant Agricultural Lands

Tier II: At this level we begin to look at individual parcels with a finer filter. Evaluation tools should be used to further evaluate individual parcels to determine the degree of each value present through additional field study and evaluate for other criterion including:

- Willingness of seller
- Wildlife /vegetation and restoration potential
- Recreation value and adjacent land uses
- Visual Access/Scenic Vistas
- Cost/benefit of acquisition and long-term management
- Cultural and historic value

This evaluation will allow staff to determine acquisition priorities by means of comparison.

Tier III: Determine who should acquire the parcel, if it is a partnering opportunity with other local governments, state agencies, private organizations or individuals), and the appropriate acquisition technique.

5.3. Determine potential acquisitions and/or easements for evaluation.

5.3.1. *Windsor Vision 2025 Strategies* include: “1) to actively pursue acquisition of open space through negotiation and cooperation with property owners and developers, and 2) to integrate wildlife and environmental conservation where possible in park settings” (page 22). The previous *Windsor Vision 2020* identified strategies for key open lands areas. These are included here for background information. These areas, listed below, should be evaluated through the Tier Approach and brought before the public, as appropriate, to evaluate support and funding potential.

A. The Bluffs between River West (County Road 13) and Hilltop Estates. Keep man-made structures off the ridgeline with a setback of one-quarter mile.

B. 100-150 feet of land around lakes, including Windsor Lake, Windsor Reservoir, Thompson Lake, Lee Lake and Lake Osterhaus a. Provide one access point with parking for five to ten cars at Lee Lake and Thompson Lake

b. Provide two access points with parking for twenty to forty cars at each access point for Windsor Reservoir

C. Right of way for ditches coming into and leaving Windsor and its Growth Management Area (GMA)

D. Railroad right-of-way whether there is a track in place or not (Rails to Trails program)

E. One-eighth mile on either side of Poudre River, throughout Windsor and its GMA

F. Bluffs north and south of Highway 392, and west of central Windsor

G. Open lands along waterways

H. Farmhouses and their trees. Purchase these areas and maintain them as parks, or ensure their maintenance as is without any further development.

5.4. Consider developing an Open Space land dedication requirement.

5.5. Determine potential funding mechanisms for open lands acquisitions.

Funding for the open lands program comes from grants and annual prioritizing of town-wide needs.

Having a master plan in place that identifies more clearly the open lands needs will assist in identifying

funding for the program. Existing park funding has proven to be inadequate to meet the current need and

growth need of the community. Re-allocating a portion of existing funds to protection of natural areas and other forms of open lands will only make this situation worse.

5.5.1. Open lands acquisitions should compete for additional funding from the General Fund and the Capital Fund on a project-by-project basis, however, the capacity of this funding mechanism should be evaluated realistically to determine how much progress can be expected.

5.5.2. The Town of Windsor should continue to consider and evaluate the applicability of regulatory techniques and financial incentives, and determine which are appropriate for use, including:

A. Transfer or Purchase of Development Rights Program

B. Guidelines that encourage or require “clustering” of residential developments, which concentrates all of the homes and lots on a relatively small portion of the total site, in order to preserve large tracts of open lands, which should be dedicated to the Town and fall under its management (the Town of Windsor E-2 Zoning District addresses this issue)

C. Designating Floodplain areas associated with the Cache La Poudre River as open lands, as the Town continues its planning and development of the Cache La Poudre trail, with all proposed development along the river incorporating plans for the connection or extension of the trail

D. Prohibiting permanent structures within designated floodways, and requiring that all development within the 100-year floodplain meet all federal (FEMA), state, and local regulations for any such construction

E. Establishing set-back requirements for residential development for preservation and protection of important natural features. The intent of this requirement goes above and beyond the set back required through the normal subdivision approval process and is intended to provide appropriate buffering for low, medium and high sensitivity features for the preservation of open space.

5.5.3. Continue the Land Dedication provisions that allows for the dedication of natural areas at ¼ credit of park land. As this would reduce the dedication for necessary park land, provision should be made for flexibility in other Open Lands funding sources to address the park need.

5.5.4. A commercial/industrial building permit fee, land dedication requirement, or property assessment should be considered to acquire and fund open lands.

5.5.5. Grants should be aggressively sought from GOCO, State Trails Program, Colorado Historical Society, Gaming Fund, ISTEPA, and others.

5.6. Enhance Open Lands management and maintenance policies and practices.

5.6.1. It is critical that Parks and Recreation staffing resources be identified, funded and assigned to the management and maintenance of open lands as the amount of land increases. Lands must be managed according to management and maintenance plans.

5.6.2. Provide natural areas maintenance staff training.

5.6.3. At a future point in time, when significant open lands are amassed, consideration should be given to specific staff leadership of the program as a division of the Parks and Recreation Department. Management and leadership will be necessary for the development and implementation of management and maintenance plans for each parcel and for contract management in the case of conservation easements or other agreements.

5.6.4. Parcel-by-parcel management and maintenance plans should be completed to protect the values that reflect the original intentions of the acquisition. Communication about the intentions should be strong and clear from the outset. The philosophy of the Town should allow the coexistence of wildlife and human activity on Open Lands properties whenever possible. Plans need to reflect the standard of care desired by the community.

5.6.5. In general, dogs should not be allowed off-leash on Open Lands properties unless signed by staff as an appropriate off-leash area. Dogs should be allowed on-leash in designated and signed areas. There

should be designated areas where dogs should not be allowed, for the purpose of protection of the wildlife resource and in order to provide a dog free trail experience.

5.7. Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor

5.7.1. Develop a full inventory of preserved Open Lands or natural areas in the Town of Windsor, regardless of ownership and update annually (private and public such as HOA's and the Colorado Division of Wildlife).

5.7.2. Track dedicated Open Lands as part of new developments. Work with Town planners and GIS staff to develop tracking mechanisms.

5.7.3. Strengthen collaborative planning efforts with key providers of Open Lands including the Colorado Division of Wildlife areas for Watchable Wildlife (Kodak State NWA, Frank State NWA), Larimer County Open Space "Bluffs" and the Cache la Poudre River corridor and trail.

Strategic Plan Excerpts:

Trails and Regional Links (Goal 1 and 4)

- 1.E. Promote multi-modal options
- 4.B. Trails and regional links

Trails Master Plan Excerpts:

Poudre River Trail connection from Westwood Village (n)

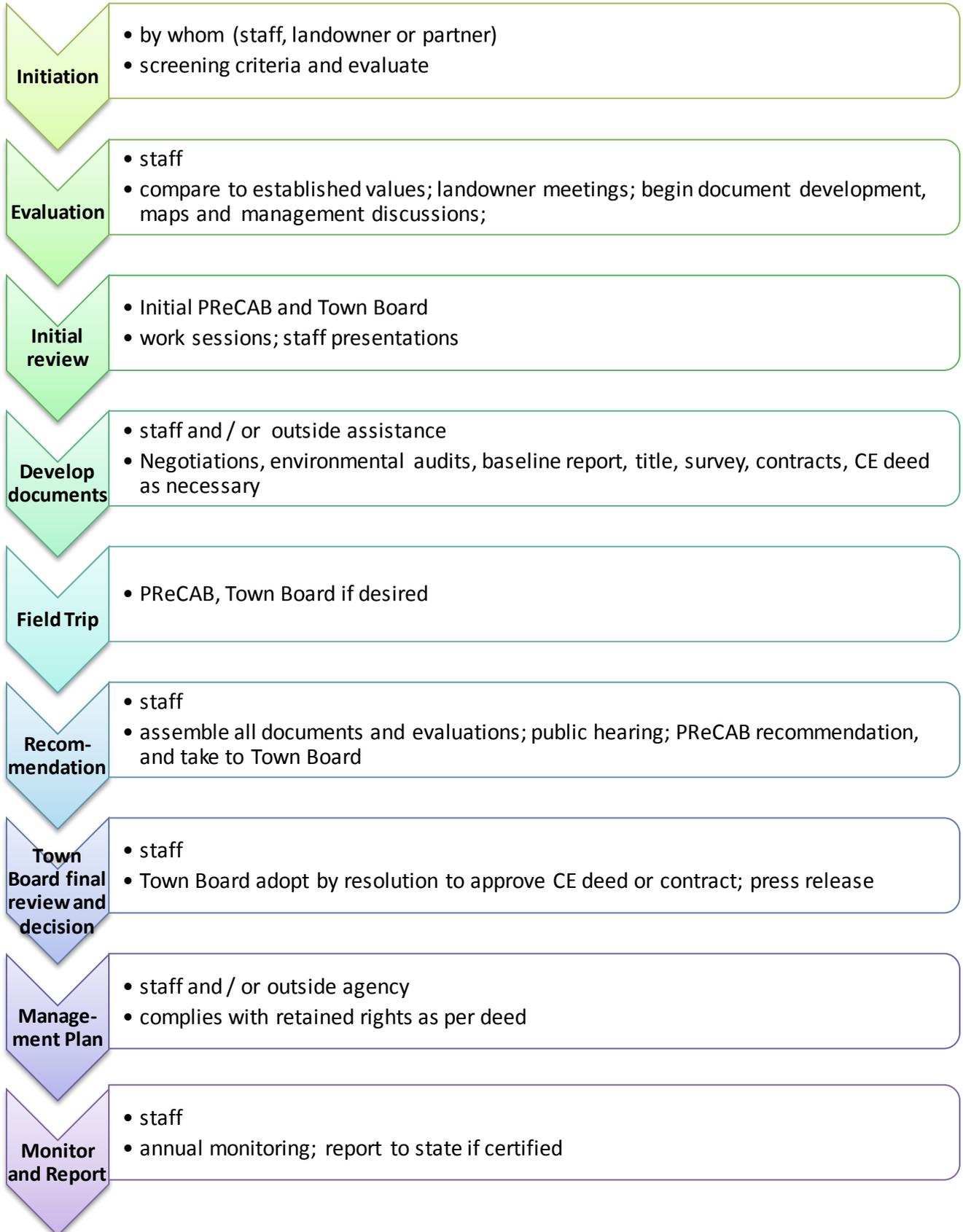
Our Lands Our Future Regional Study Excerpts:

Survey results:

1. Windsor residents slightly favored preservation slightly over recreation (survey, 2012)
2. Poudre River Corridor can be identified as Moderate to High value for 1) Natural Resource & Wildlife Area Opportunities and 2) Urban Open Space & Trail Opportunities



Conservation Easement: Selection Criteria and Evaluation Process



TOWN OF WINDSOR



COLORADO

Conservation Easements are effective tools to preserve significant natural, historical or cultural resources.

Conservation Easement Stewardship

Level of Service Standards

March 2013

The mission of the Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

Summary

Conservation easements are an effective way to preserve land and open space for future generations without an outright purchase of land. A conservation easement might preserve working farms, natural resources, cultural or historical sites or lands with valuable attributes.

The foundation of an effective easement stewardship program is based on good working relationships with landowners. This is true for easements initiated by landowners as well as the Town of Windsor. When the Town serves as an easement holder, it has a legal and ethical responsibility to ensure that landowners comply with the terms of their conservation easements to uphold the public benefit. Since conservation easements are for public benefit, it is paramount that the public has confidence in the Town's ability to fulfill stewardship responsibilities. Communication, conservation easement deeds, good baseline inventory data, annual monitoring and perhaps management plans are effective ways to define the terms of an easement, and promote good stewardship of the public trust.

Windsor's level of service standards reflect management practices recommended and also rules established by the Colorado Division of Real Estate pursuant to Title 12, Article 61 and Title 24, Article 24 of the Colorado Revised Statutes regarding the conservation easement certification program, Colorado Open Space Alliance's (COSA) document Holding Conservation Easements: A Local Government Best Practices Handbook (2009) and guidance from the Center for Excellence of the Colorado Coalition of Land Trusts. Further materials were obtained by the National Alliance for Land Trusts and the Trust for Public Lands.

What is a Conservation Easement?

A conservation easement is a legal document which contains permanent restrictions on the use or development of a specific property. Landowners enter into a conservation easement as a voluntary act to preserve the resource values that are found on the protected land. Each easement is individually crafted to reflect the needs and objectives of the landowner and the agency receiving the easement. Public access may be granted in the original conservation easement or under a separate access easement has been granted by the owner.

The easement must be granted to a qualified conservation-oriented governmental entity (such as The Town of Windsor), or a private non-profit land trust (such as Legacy Land Trust). The process for establishing, monitoring and reporting on conservation easements is contained in this Stewardship document. However, there are three critical components in the creation of a conservation easement:

- a willing landowner (grantor)
- a qualified receiving entity (grantee)
- a property that has resource values which warrant protection

There are potential tax implications for granting a conservation easement:

- Property Taxes---in Larimer County and Weld County, agricultural property tax rates are already low and may not be affected much.
- Income Taxes-Under the current (2010) federal law, if the conservation easement is donated it may be considered a tax-deductible charitable gift, which would allow the donor to deduct a percentage of his or her adjusted gross income in the year of the gift.
- Estate Taxes-If estate taxes are due, they often are reduced because the property value has been diminished by the granting of the conservation easement.
- State Tax Credit Program-A landowner may earn a credit for State taxes (up to a maximum of \$375,000) for the donation of a conservation easement. These credits are transferable, i.e. they can be sold if the landowner cannot utilize them to reduce his/her own taxes.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property!

Once a Conservation Easement is established, the landowner has certain responsibilities:

- to utilize the property in a manner that protects the conservation values
- to allow only those uses which are identified in the conservation easement as "permitted uses"
- to prevent those uses which are specifically stated as "prohibited" in the easement, or other uses which would negatively affect the conservation values.
- to allow the recipient agency to access the property at least once per year to confirm that the terms of the conservation easement are being followed.

What's the distinction between a conservation easement and land purchased outright?

- land under easement stays in private ownership and use, in accordance with the terms of the easement.
- when land is sold to a resource agency, the landowner gives up all use of the land, and it will be used for those purposes as determined by the purchasing entity e.g. parks, trails, open space.
- if purchased, the amount paid for a conservation easement will be less than that paid when the land is sold outright.

Background

The 2006 Update of the Town of Windsor Comprehensive Plan, which was adopted by the Planning Commission and accepted by Town Board, identifies several goals for long term community development where conservation easements may play a role:

- Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.
- Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area's natural and manmade environments.
- Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.
- Community growth should include measures to protect and promote Windsor's cultural heritage and resources.

Additionally, the Comprehensive Plan establishes several policies to guide the decision making process, where again, conservation easements might play a role:

- Preserve unique, sensitive and critical natural areas such as lakes, rivers, streams, arroyos, aquifer recharge areas, ridgelines, bluffs, significant wildlife habitats (wetlands and riparian areas, native grasslands, floodplains), significant stands of plants, scenic vistas, historical areas, archeological sites and other unique landscapes. Alteration of key natural resource features necessitated by development may be offset through mitigation or replacement.
- Important wildlife species should be protected by preserving key wildlife habitat, wildlife "friendly" fencing design and working on regional programs to protect wildlife.
- Developments occurring within areas identified on the Environmental Resources and Hazards Map or other areas identified by the Town or referral agency may require special studies including: special engineering practices, wildlife and habitat surveys, resource mapping, visual simulations and/or other mitigating actions before development may proceed in areas of high environmental sensitivity. These studies will be the responsibility of the developer.
- The Town should ensure that buffer areas of limited development or no development are preserved adjacent to important natural features. Important natural features shall include; major ridgelines, lakes, ponds, streams, arroyos, Poudre River, sensitive wildlife habitats, unique vegetation areas, wetlands, wildlife corridors, historical areas and archeology sites. Minimum recommended buffer distances (measured from the edge of the natural feature):
 - Low sensitivity features: 50 feet (example - drainages, canals, ditches)
 - Moderate sensitivity features: 100 feet (example - wetlands, ridgelines, riparian areas)
 - High sensitivity features: 300 feet (example - Poudre River, waterfowl nesting areas).
 - Other natural features may require greater buffer distances.
- Preserve and promote the Community's historic resources through the Historic Preservation Commission, historic resource surveys, historic preservation planning and

incentives, and operation of the Museums and Cultural Affairs (Art & Heritage) Division. The Town should encourage public education on cultural resources through school programs, public outreach efforts, museums, cultural events and the development of a historic walking tour.

Additionally, the 2007 Update of the Parks, Recreation, Trails and Open Lands Master Plan, adopted by the Parks Recreation & Culture Board as well as Town Board, also identifies developing an Open Lands program as a goal where conservation easements may help to accomplish objectives:

Goal: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies:

- Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.
- Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.
- Determine potential acquisitions and/or easements for evaluation.
- Consider developing an Open Space land dedication requirement.
- Determine potential funding mechanisms for open lands acquisitions.
- Enhance Open Lands management and maintenance policies and practices.
- Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor.

Implementation

Resolution 2008-59 establishes a simple process for actual acceptance of a conservation easement. Town Board is the final authority for acceptance, acting on recommendation from the Parks, Recreation & Culture Board. The following criteria is outlined in the resolution:

- The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views or trails.
- The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
- The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.

Additionally, the resolution allows for the collection of a stewardship fee as a condition of accepting the easement to allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.

DOCUMENT : Resolution 2008-59

Accountability

The Town of Windsor has available a Landowner's Information Packet. The purpose of this material is to inform landowners of the process of dedicating a conservation easement, whether the easement might be acquired via donation (whereby landowners might pursue tax credits), purchase or a combination of these efforts.

DOCUMENT : Landowner Information Packet (contains Conservation Easement Stewardship Level of Service Standards, Resolution 2008-59, and other documents developed by outside agencies)

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Evaluation

Before a conservation easement is presented for consideration, staff shall complete due diligence in evaluating the proposed easement acquisition, whether donation, fee simple or transfer. Staff shall consider the values of the proposed easement as outlined in the above referenced Resolution, and rate the value of the prospective property. The Town Board may provide direction via Executive Session for negotiations and acquisition.

DOCUMENT : Criteria Evaluation Checklist and Ranking; Process Flowchart

STAFF: Director of Park, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Appraisal

An appraisal shall be completed on the property by an independent third party for use by both the property owner and the Town. It may be utilized as a tool for reaching an appropriate price if the easement is purchased; or utilized by the property owner regarding tax credits. The cost of such appraisal shall be borne by the initiator of the easement, or the property owner if tax credits are sought.

DOCUMENT : N/A

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Document Development

Staff shall involve the owner in meetings to determine their wants and needs, and the objectives of a conservation easement, resulting in a listing of reserved rights of the property owner, and both allowed and prohibited uses. When acceptable terms are reached, the easement shall be conveyed via Deed. The easement shall be in perpetuity, providing permanent protection for the stated conservation values.

Staff will also evaluate the Town's capacity to monitor and /or maintain the easement property, which may be variable depending on the terms of the easement.

DOCUMENT : Sample Deed

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed. Outside entity.

Recommendation

Once the necessary documents have been developed, materials are presented to the Parks Recreation & Culture Advisory Board (PReCAB) for review. PReCAB would conduct a Public Hearing regarding the easement acquisition and formulate a recommendation to the Town Board, who has final authority over approval of conservation easements.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Baseline Data Report

A thorough report of baseline data shall be prepared by an independent third party. In the future, this may be performed by staff if expertise is available. The cost of such study shall be borne by the initiator of the easement, or the property owner if tax credits are sought. The Baseline Data report should be completed prior to acceptance of the easement, but at the very least be completed within nine (9) months of closing.

DOCUMENT : N/A

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Management Plan

Certain property values and certain retained rights, along with the anticipated use of the property (for example, recreational access) may require the development of a Management Plan. Such a plan should outline proposed access, development, improvement and uses in further detail than the stated rights in the deed. Management Plans be updated from time to time as needed to reflect current management practices and needs. This may be developed by staff or an outside party, before or after closing, and the cost is borne by the Town.

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Monitoring

This practice of regularly inspecting and documenting the conditions of the easement property ensures the property is protected over time. Monitoring is essential to: build rapport with the property owner; save time and money by identifying problems early on; document violations; provide a record of property conditions in case of any necessary court action; and satisfy Internal Revenue Service requirements for tax-deductible easements. The Town of Windsor will

conduct at least one monitoring visit per year, within 12-14 months of the previous visit, when snow is not present. The process is as follows:

- Town sends letter to owners of all easement properties at the beginning of the monitoring season notifying them that a monitoring appointment will be set up.
- Staff calls the landowner or the land manager of the easement property to set up a site visit for monitoring.
- Before the site visit, staff will review the monitoring reports from previous years as well as the Easement Deed and legal description, and Management Plan (if applicable) to become familiar with rights, restrictions, condition of the property, and issues/problems related to land management.
- Gather material for the site visit including, but not limited to: camera and film, maps, surveys, aerial photos, Easement Deed, Management Plan (if applicable) and monitoring report forms.
- At the site visit, interview the owner or manager to discuss any changes that were made to the property since the previous year. Conduct phone interviews if a meeting on the property is not possible. Document on the monitoring report.
- Inspect the property. Staff has the right to inspect all of the easement property during the visit. The landowner or manager should tour the property with staff. For orientation purposes, new staff should request a guided tour of the property by the owner or manager.
- Compare current property conditions with the written observations and photos from the previous monitoring visit. Make note of any major natural or man-made changes and thoroughly document. Take new photos at established photo points and map.
- Complete the monitoring report form; sign and date two original copies of the monitoring report form, which are then sent to the landowner. The landowner is asked to sign both originals and send one back for the Town files. Record the date the monitoring report was sent and date it was returned. Follow up with landowners who fail to return the report after one month. It is essential that a signed monitoring report is filed so that the Town can prove, if necessary, that the monitoring did occur.

DOCUMENT : Monitoring checklist; Monitoring report

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Reporting

A variety of reports are essential to document easements and compliance, as follows:

- Monitoring report forms are completed annually and shared with the property owner.
- Monitoring reports are stored electronically with the Department of Parks, Recreation & Culture and with PReCAB packets (typical records retention applies).
- Backup reports on CD or DVD are stored at Town Hall.
- As a certified agency, the Town shall also file monitoring and stewardship reports with the State of Colorado / Department of Regulatory Agencies / Division of Real Estate.

- Easements funded through Great Outdoors Colorado, also require monitoring and stewardship reports.
- Annual monitoring and stewardship reports are provided to the Town of Windsor Parks, Recreation & Culture Board.

DOCUMENT : Stewardship Report

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Enforcement

Enforcing the rights of conservation easements is a critical obligation. Each deed of easement shall specify the legal arrangement between landowner and agency, however the defense of violations is borne by the easement holder. The process is as follows:

- The landowner shall be notified of the violation and requested compliance.
- Land owner and staff remove the violations, if feasible, and restore or mitigate damage.
- If restoration or mitigation is not feasible, the Town shall seek compensation for the loss of conservation values as originally outlined in the initial evaluation.
- If cooperation is not apparent, consultation with Town Manager, Town Attorney to determine course of action.
- If litigation is necessary, Town Board approves litigation funds; these would be paid from stewardship funds, if available, or Town general fund.

DOCUMENT : Enforcement Policy

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Amendments

In the event an easement must be amended, the proposed amendments will be reviewed by staff, presented to PRECAB and ultimately Town Board for approval.

DOCUMENT : Amendment Policy

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed.

Certification/Recertification

The Town of Windsor was certified as a Conservation Easement Holder by the State of Colorado in **May, 2013**. In order to fulfill the rules for such established by the Division of Real Estate, the Town will reapply annually for certification to hold easements where tax credits are claimed.

DOCUMENT: Recertification Application

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager.

DOCUMENT A-1

WRITTEN PROJECT SELECTION CRITERIA AND EVALUATION PROCESS

Description of Existing Project Selection and Evaluation Process

Adopted April 2, 2013

PURPOSE: The purpose of the Project Selection and Evaluation Process is to establish values and criteria utilized in determining the appropriateness of accepting a proposed conservation easement and utilizing sound stewardship levels of service.

The Town of Windsor has established a rigorous process for the selection and evaluation of lands to be protected by Conservation Easement or fee acquisition. The three documents which constitute this process are:

- 1) Acquisition Process—This explains how each individual project proceeds through the various steps leading to a final decision by the Town Board. (Exhibit A)
- 2) Evaluation Process for Acquisition of Open Space (Exhibit B) establishes Evaluation Criteria (values) for rating a project in the following areas:
 - Protect or preserve community buffers
 - Protect or preserve scenic views
 - Protect or preserve trails
 - Protect or preserve ecological resources
 - Protect or preserve aquatic environments
 - Protect or preserve wildlife habitat
 - Protect or preserve unique vegetation
 - Protect or preserve cultural identity
 - Protect or preserve archeological sites
 - Protect or preserve agricultural heritage

A scoring system is used by staff (with input from appropriate outside experts) to analyze each project against the Evaluation Criteria so that the Parks, Recreation & Culture Advisory Board and Town Board can make informed decisions on approval or denial of proposed projects. It is used as an index or guideline for setting priorities, not as a precise measurement.

This evaluation process is used for all acquisition projects (fee simple and conservation easement), regardless of whether there will be a donation or a purchase.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property as defined by Section 170(h)(4)(A) of the Federal IRS Code of 1986, as amended, and Treasury Regulations section 1.170.A-14.

EXHIBIT A

ACQUISITION PROCESS

The mission of the Town of Windsor Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

1. PROJECT INITIATION

A) Staff-initiated or B) Partner-initiated or C) Outside inquiry

STAFF

- Determine initial project and partnership possibilities.
- Decision to proceed or not based on adopted screening criteria.

STOP PROCESS

Director of Parks, Recreation and Culture

Refer to another agency or Rural Land Use Center.

Act as partner, not lead.

Lower priority -- project on hold.

Fails to satisfy initial screen.

Notify property owner of decision.

2. EVALUATION AND PROJECT DEVELOPMENT / REVIEW

STAFF: (input from: Planning, Engineering, Public Works, Risk Management, Project Partners)

- Preliminary discussions with landowner; provide Landowner Information Packet.
- Enter project information into database and GIS system.
- Complete information worksheet, including map.
- Identify and engage potential partners and funding sources.
- Order and review Owner & Encumbrance report.
- Develop and review preliminary preservation options with staff and partners.
- Develop and review financing or acquisition options and budget with staff and partners.
- Develop and review preliminary management issues and options with staff

3. PARKS, RECREATION & CULTURE ADVISORY BOARD INITIAL REVIEW

STAFF: Director of Parks, Recreation & Culture

- Review and discuss project (executive session).
- Note: there may be several iterations of initial reviews as project is developing.

4. TOWN BOARD INITIAL REVIEW

STAFF: Director of Parks, Recreation & Culture, other staff as needed

- Review and discuss project (executive session).
- Note: there may be several iterations of initial reviews as project is developing

5. PROJECT TERMINATION OR CONTINUATION

- Determination by staff as to whether or not project merits continuation

6. DOCUMENT DEVELOPMENT AND PROJECT NEGOTIATION

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney

- Negotiations with property owner.
- Environmental Audit / Baseline Inventory.
- Market evaluation / Appraisal.
- Title commitment.
- Survey.
- Prepare contract – have it signed by owner and Town Manager (contingent upon Town Board approval)
- Prepare draft conservation easement deed as appropriate
- Prepare partnership agreement with cooperating agency, as appropriate.

STOP PROCESS

Director of Parks, Recreation and Culture

Negotiations fail.

Notify property owner of decision.

7. FIELD TRIP

*STAFF: Director of Parks, Recreation & Culture, other staff as needed
Parks, Recreation & Culture Advisory Board
Project Partners*

- View property.

Note: Could happen at any point in the process

8. RECOMMENDATIONS AND PUBLIC HEARING

*STAFF: Director of Parks, Recreation & Culture, other staff as needed
Parks, Recreation & Culture Advisory Board*

- Review and discuss Final Review and Evaluation including contract terms.
- Solicit public comment.
- Take staff recommendation to Parks, Recreation & Culture Advisory Board.
- Parks, Recreation & Culture Advisory Board recommendation to Town Board.

9. TOWN BOARDS' FINAL REVIEW AND DECISION

*STAFF: Director of Parks, Recreation & Culture
Town Board*

- Prepare Town Board resolution.
- Review and discuss Final Review and Evaluation including contract terms
- Review and discuss Parks, Recreation & Culture Advisory Board recommendation
- Motion and vote on approval or denial of contract
- Approve and Execute final resolution.
- Prepare press release including project description and map

STOP PROCESS

**Terms of contract unacceptable.
Proposal disapproved by Town Board members.
Project on hold.
Notify property owner/representative of decision.**

10. CLOSING

STAFF: Director of Parks, Recreation & Culture, Town Manager, Town Attorney

- Schedule closing with title company
- Arrange for transfer of funds
- Contingencies – assure compliance
- Prepare, execute and record deed.
- Clear title; issue title insurance.
- Advise Parks, Recreation & Culture Advisory Board.

11. DEVELOP MANAGEMENT PLAN

STAFF, Outside Agency

12. IMPLEMENT MANAGEMENT PLAN/MONITOR CONSERVATION EASEMENT

STAFF

- Implement management plan (if necessary) and stewardship activities with periodic review as necessary to ensure the goals of the management plan are being achieved.

- Implement stewardship activities to regularly monitor conservation easements to ensure compliance with easement language.
- Regularly file and distribute monitoring and stewardship reports as required.

EXHIBIT B

EVALUATION PROCESS

I. INITIAL SCREENING TO EXCLUDE POTENTIAL ACQUISITION

In order to expedite the acquisition process and limit consideration of offers on properties that are not made in good faith, or on properties that may become environmental or management problems in the future, a preliminary evaluation screens the properties. Criteria used to exclude properties include:

1. The applicant is not the actual landowner or the landowner's authorized representative.
2. The property under consideration is located outside of the Windsor GMA. However, if the property is outside the GMA there must be a regional benefit such as the Poudre River Trail Corridor, an existing IGA or other mutual benefit.
3. The property is already protected.
4. The property is not in conformance with the Parks, Recreation, Trails and Open Lands Master Plan – 2007 Update or other adopted land plans.
5. The conditions of the purchase agreement unduly interfere with appropriate management of the land or impair its value for open space, wildlife habitat, agriculture, regional park or trail purposes.
6. The property contains known health, safety, or liability problems that the Town is not able or willing to mitigate.
7. Location, access, or boundary issues render the property unmanageable by the Town.
8. The title is too defective and circumstances do not warrant the costs to clear the title.
9. The price is currently unreasonable given current supply and demand and net present value.

EVALUATION CRITERIA

These criteria establish evaluation strategies that can be applied to properties considered for acquisition under the Parks, Recreation, Trails and Open Lands Master Plan – 2007 Update/Goal 5, as well as the Comprehensive Plan. These criteria are guidelines and will be used as a tool in determining properties that may be suitable and appropriate for acquisition. :

From comp plan:

Unique, sensitive and critical areas such as lakes, rivers, streams arroyos, aquifer recharge areas, ridgelines, bluffs, wildlife habitat, significant stands of plants, scenic vistas, historical areas, archeological sites

Buffer areas adjacent to important natural features (as mentioned above)

VALUES

Tier I: Ecological Values

This process provides a broad-brush perspective of how many, and what type of values are present on the property, including:

- Bluffs and Slopes – arroyos, ridgelines, bluffs
- Ecological resources – unique landscapes
- Aquatic environments – lakes, rivers, streams, aquifer recharge areas
- Flood Plain – wetland and riparian areas
- Significant wildlife habitat – wetlands, riparian, grasslands, floodplain)
- Unique vegetation – stands of plants, native grasslands

Tier II: Personal / Public Values

At this level we begin to look at individual parcels with a finer filter. Evaluation tools should be used to further evaluate individual parcels to determine the degree of each value present through additional field study and evaluate for other criterion including:

- Significant sites – cultural identity, archeological sites, agricultural heritage
- Public access – trail or recreational agreements, adjacent land uses
- Community Buffers – scenic views
- Willing seller
- Wildlife /vegetation and restoration potential
- Cost/benefit of acquisition and long-term management

Tier III: Determine who should acquire the parcel, if it is a partnering opportunity with other local governments, state agencies, private organizations or individuals), and the appropriate acquisition technique.

III. SCORING SYSTEM

The scoring system is used by staff with input from appropriate professionals and/or experts to evaluate various properties against the evaluation criteria so that staff and Parks, Recreation & Culture Advisory Board can make reasoned decisions for recommendations to Town Board. The scoring system is an index, not a precise measurement, and is used as a guideline for setting priorities and making recommendations.

The process shall consist of an index of a high, medium, or low ranking for each of the criteria applicable to the property in question. If it is desired, numerical values can be attributed to each of the indices which then may be calculated for each of the sections and for a property total. Notations may be attached to a ranking of a particular criteria where it is important for understanding the context of that ranking. There may be situations on some properties where a particular evaluation criterion is not applicable and therefore not ranked.

Completed evaluation forms will be available during field trips to view the properties in question. Evaluations may be adjusted by the Board as needed.

Another tool that will be made available to assist in determining relative priority is a map that illustrates existing parkland and open space within the county. Properties proposed for acquisition may be overlaid to show relationships with existing open space and other strategic factors.

DOCUMENT A-2

GENERAL LANDOWNER INFORMATION

Landowner Information

Adopted April 2, 2013

PURPOSE: The purpose of a Landowner information packet is to provide detailed information early in the process about the values of conservation easements, the Town of Windsor's process and expectations of the landowner.

The Landowner information packet contains the following:

- 1) Stewardship Level of Service—This explains the background, process and accountability for each potential and approved project. (Exhibit A)
- 2) Other material : The Landowner Information packet also includes:
 - Town of Windsor Strategic Plan
 - A List of Who's Who in land conservation in Northern Colorado
 - A sample Conservation Easement Deed
 - A sample list of area attorneys
 - Outside publication – Bountiful Conservation
 - Outside publication – Conservation Tax Credits
 - Outside publication – Tax Credit Connection

EXHIBIT A

CONSERVATION EASEMENT STEWARDSHIP – LEVEL OF SERVICE STANDARDS

TOWN OF WINDSOR



COLORADO

Conservation Easements are effective tools to preserve significant natural, historical or cultural resources.

Conservation Easement Stewardship

Level of Service Standards

March 2013

Summary

Conservation easements are an effective way to preserve land and open space for future generations without an outright purchase of land. A conservation easement might preserve working farms, natural resources, cultural or historical sites or lands with valuable attributes.

The foundation of an effective easement stewardship program is based on good working relationships with landowners. This is true for easements initiated by landowners as well as the Town of Windsor. When the Town serves as an easement holder, it has a legal and ethical responsibility to ensure that landowners comply with the terms of their conservation easements to uphold the public benefit. Since conservation easements are for public benefit, it is paramount that the public has confidence in the Town's ability to fulfill stewardship responsibilities. Communication, conservation easement deeds, good baseline inventory data, annual monitoring and perhaps management plans are effective ways to define the terms of an easement, and promote good stewardship of the public trust.

Windsor's level of service standards reflect management practices recommended and also rules established by the Colorado Division of Real Estate pursuant to Title 12, Article 61 and Title 24, Article 24 of the Colorado Revised Statutes regarding the conservation easement certification program, Colorado Open Space Alliance's (COSA) document Holding Conservation Easements: A Local Government Best Practices Handbook (2009) and guidance from the Center for Excellence of the Colorado Coalition of Land Trusts. Further materials were obtained by the National Alliance for Land Trusts and the Trust for Public Lands.

What is a Conservation Easement?

A conservation easement is a legal document which contains permanent restrictions on the use or development of a specific property. Landowners enter into a conservation easement as a voluntary act to preserve the resource values that are found on the protected land. Each easement is individually crafted to reflect the needs and objectives of the landowner and the agency receiving the easement. Public access may be granted in the original conservation easement or under a separate access easement has been granted by the owner.

The easement must be granted to a qualified conservation-oriented governmental entity (such as The Town of Windsor), or a private non-profit land trust (such as Legacy Land Trust). The process for establishing, monitoring and reporting on conservation easements is contained in this Stewardship document. However, there are three critical components in the creation of a conservation easement:

- a willing landowner (grantor)
- a qualified receiving entity (grantee)
- a property that has resource values which warrant protection

There are potential tax implications for granting a conservation easement:

- Property Taxes---in Larimer County and Weld County, agricultural property tax rates are already low and may not be affected much.
- Income Taxes-Under the current (2010) federal law, if the conservation easement is donated it may be considered a tax-deductible charitable gift, which would allow the donor to deduct a percentage of his or her adjusted gross income in the year of the gift.
- Estate Taxes-If estate taxes are due, they often are reduced because the property value has been diminished by the granting of the conservation easement.
- State Tax Credit Program-A landowner may earn a credit for State taxes (up to a maximum of \$375,000) for the donation of a conservation easement. These credits are transferable, i.e. they can be sold if the landowner cannot utilize them to reduce his/her own taxes.

Property owners should seek information from their attorneys and financial advisors regarding the legal and tax implications of establishing a conservation easement on their property!

Once a Conservation Easement is established, the landowner has certain responsibilities:

- to utilize the property in a manner that protects the conservation values
- to allow only those uses which are identified in the conservation easement as "permitted uses"
- to prevent those uses which are specifically stated as "prohibited" in the easement, or other uses which would negatively affect the conservation values.
- to allow the recipient agency to access the property at least once per year to confirm that the terms of the conservation easement are being followed.

What's the distinction between a conservation easement and land purchased outright?

- land under easement stays in private ownership and use, in accordance with the terms of the easement.
- when land is sold to a resource agency, the landowner gives up all use of the land, and it will be used for those purposes as determined by the purchasing entity e.g. parks, trails, open space.
- if purchased, the amount paid for a conservation easement will be less than that paid when the land is sold outright.

Background

The 2006 Update of the Town of Windsor Comprehensive Plan, which was adopted by the Planning Commission and accepted by Town Board, identifies several goals for long term community development where conservation easements may play a role:

- Using sound conservation practices, unique and distinctive natural features, sensitive ecosystems, critical wildlife habitats, and other unique natural resources should be conserved and preserved in a manner that assures their protection from adverse impacts.

- Community growth should respect and incorporate existing environmental constraints and opportunities to assure that new development and redevelopment will be harmonious with the area’s natural and manmade environments.
- Provide for the conservation of natural resources, particularly water, and implement directives which promote a cleaner, more water-efficient, and aesthetically-appealing community.
- Community growth should include measures to protect and promote Windsor’s cultural heritage and resources.

Additionally, the Comprehensive Plan establishes several policies to guide the decision making process, where again, conservation easements might play a role:

- Preserve unique, sensitive and critical natural areas such as lakes, rivers, streams, arroyos, aquifer recharge areas, ridgelines, bluffs, significant wildlife habitats (wetlands and riparian areas, native grasslands, floodplains), significant stands of plants, scenic vistas, historical areas, archeological sites and other unique landscapes. Alteration of key natural resource features necessitated by development may be offset through mitigation or replacement.
- Important wildlife species should be protected by preserving key wildlife habitat, wildlife “friendly” fencing design and working on regional programs to protect wildlife.
- Developments occurring within areas identified on the Environmental Resources and Hazards Map or other areas identified by the Town or referral agency may require special studies including: special engineering practices, wildlife and habitat surveys, resource mapping, visual simulations and/or other mitigating actions before development may proceed in areas of high environmental sensitivity. These studies will be the responsibility of the developer.
- The Town should ensure that buffer areas of limited development or no development are preserved adjacent to important natural features. Important natural features shall include; major ridgelines, lakes, ponds, streams, arroyos, Poudre River, sensitive wildlife habitats, unique vegetation areas, wetlands, wildlife corridors, historical areas and archeology sites. Minimum recommended buffer distances (measured from the edge of the natural feature):
 - Low sensitivity features: 50 feet (example - drainages, canals, ditches)
 - Moderate sensitivity features: 100 feet (example - wetlands, ridgelines, riparian areas)
 - High sensitivity features: 300 feet (example - Poudre River, waterfowl nesting areas).
 - Other natural features may require greater buffer distances.
- Preserve and promote the Community’s historic resources through the Historic Preservation Commission, historic resource surveys, historic preservation planning and incentives, and operation of the Museums and Cultural Affairs (Art & Heritage) Division. The Town should encourage public education on cultural resources through school programs, public outreach efforts, museums, cultural events and the development of a historic walking tour.

Additionally, the 2007 Update of the Parks, Recreation, Trails and Open lands Master Plan, adopted by the Parks Recreation & Culture Board as well as Town Board, also identifies developing an Open Lands program as a goal where conservation easements may help to accomplish objectives:

Goal: Develop and articulate an Open Lands Program and Approach for the Town of Windsor to protect its natural values and allow the co-existence of wildlife and human life where appropriate and possible.

Strategies:

- Communicate previously adopted definition of Open Lands and a Level of Service Statement that are appropriate and fitting for the Town of Windsor.
- Utilize a method of evaluation for determining open lands acquisition and/or easement priorities based on the values represented by potential properties.
- Determine potential acquisitions and/or easements for evaluation.
- Consider developing an Open Space land dedication requirement.
- Determine potential funding mechanisms for open lands acquisitions.
- Enhance Open Lands management and maintenance policies and practices.
- Take a comprehensive planning approach toward Open Lands preservation in the Town of Windsor.

Implementation

Resolution 2008-59 establishes a simple process for actual acceptance of a conservation easement. Town Board is the final authority for acceptance, acting on recommendation from the Parks, Recreation & Culture Board. The following criteria is outlined in the resolution:

- The proposed conservation easement protects and preserves a community buffer, significant and desirable scenic views or trails.
- The proposed conservation easement protects and preserves the area's cultural identity, archaeological sites or agricultural heritage.
- The proposed conservation easement protects significant and desirable ecological resources, including aquatic environments, wildlife habitat and unique vegetation.

Additionally, the resolution allows for the collection of a stewardship fee as a condition of accepting the easement to allow the Town to monitor the conservation easement and to fund any future easement enforcement costs.

DOCUMENT : Resolution 2008-59

Accountability

The Town of Windsor has available a Landowner's Information Packet. The purpose of this material is to inform landowners of the process of dedicating a conservation easement, whether the easement might be acquired via donation (whereby landowners might pursue tax credits), purchase or a combination of these efforts.

DOCUMENT : Landowner Information Packet (contains Conservation Easement Stewardship Level of Service Standards, Resolution 2008-59, and other documents developed by outside agencies)

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Evaluation

Before a conservation easement is presented for consideration, staff shall complete due diligence in evaluating the proposed easement. Staff shall consider the values of the proposed easement as outlined in the above referenced Resolution, and rate the value of the prospective property. The Town Board may provide direction via Executive Session for negotiations and acquisition.

DOCUMENT : Criteria Evaluation Checklist and Ranking; Process Flowchart

STAFF: Director of Park, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Appraisal

An appraisal shall be completed on the property by an independent third party for use by both the property owner and the Town. It may be utilized as a tool for reaching an appropriate price if the easement is purchased; or utilized by the property owner regarding tax credits. The cost of such appraisal shall be borne by the initiator of the easement, or the property owner if tax credits are sought.

DOCUMENT : N/A

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Baseline Data Report

A thorough report of baseline data shall be prepared by an independent third party. In the future, this may be performed by staff if expertise is available. The cost of such study shall be borne by the initiator of the easement, or the property owner if tax credits are sought. The Baseline Data report should be completed prior to acceptance of the easement, but at the very least be completed within nine (9) months of closing.

DOCUMENT : N/A

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed. Outside entity.

Document Development

Staff shall involve the owner in meetings to determine their wants and needs, and the objectives of a conservation easement, resulting in a listing of reserved rights of the property owner, and both allowed and prohibited uses. When acceptable terms are reached, the easement shall be conveyed via Deed.

The easement shall be in perpetuity, providing permanent protection for the stated conservation values.

Staff will also evaluate the Town's capacity to monitor and /or maintain the easement property, which may be variable depending on the terms of the easement.

DOCUMENT : Sample Deed

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed. Outside entity.

Management Plan

Certain property values and certain retained rights, along with the anticipated use of the property (for example, recreational access) may require the development of a Management Plan. Such a plan should outline proposed access, development, improvement and uses in further detail than the stated rights in the deed. Management Plans be updated from time to time as needed to reflect current management practices and needs. This may be developed by staff or an outside party, and the cost is borne by the Town.

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- Town sends letter to owners of all easement properties at the beginning of the monitoring season notifying them that a monitoring appointment will be set up.
- Staff calls the landowner or the land manager of the easement property to set up a site visit for monitoring.
- Before the site visit, staff will review the monitoring reports from previous years as well as the Easement Deed and legal description, and Management Plan (if applicable) to become familiar with rights, restrictions, condition of the property, and issues/problems related to land management.

- Gather material for the site visit including, but not limited to: camera and film, maps, surveys, aerial photos, Easement Deed, Management Plan (if applicable) and monitoring report forms.
- At the site visit, interview the owner or manager to discuss any changes that were made to the property since the previous year. Conduct phone interviews if a meeting on the property is not possible. Document on the monitoring report.
- Inspect the property. Staff has the right to inspect all of the easement property during the visit. The landowner or manager should tour the property with staff. For orientation purposes, new staff should request a guided tour of the property by the owner or manager.
- Compare current property conditions with the written observations and photos from the previous monitoring visit. Make note of any major natural or man-made changes and thoroughly document. Take new photos at established photo points and map.
- Complete the monitoring report form; sign and date two original copies of the monitoring report form, which are then sent to the landowner. The landowner is asked to sign both originals and send one back for the Town files. Record the date the monitoring report was sent, and date it was returned. Follow up with landowners who fail to return the report after one month. It is essential that a signed monitoring report is filed so that the Town can prove, if necessary, that the monitoring did occur.

DOCUMENT : Monitoring checklist; Monitoring report

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

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- As a certified agency, the Town shall also file monitoring and stewardship reports with the State of Colorado / Department of Regulatory Agencies / Division of Real Estate.
- Easements funded through Great Outdoors Colorado, also require monitoring and stewardship reports.
- Annual monitoring and stewardship reports are provided to the Town of Windsor Parks, Recreation & Culture Board.

DOCUMENT : Stewardship Report

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, other staff as needed.

Enforcement

Enforcing the rights of conservation easements is a critical obligation. Each deed of easement shall specify the legal arrangement between landowner and agency, however the defense of violations is borne by the easement holder. The process is as follows:

- The landowner shall be notified of the violation and requested compliance.
- Land owner and staff remove the violations, if feasible, and restore or mitigate damage.
- If restoration or mitigation is not feasible, the Town shall seek compensation for the loss of conservation values as originally outlined in the initial evaluation.
- If cooperation is not apparent, consultation with Town Manager, Town Attorney to determine course of action.
- If litigation is necessary, Town Board approves litigation funds; these would be paid from stewardship funds, if available, or Town general fund.

DOCUMENT : Enforcement Policy

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Manager, Town Attorney, other staff as needed.

Amendments

In the event and easement must be amended, the proposed amendments will be reviewed by staff, presented to PReCAB and ultimately Town Board for approval.

DOCUMENT : Amendment Policy

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager, Town Attorney, other staff as needed.

Certification/Recertification

The Town of Windsor has adopted these Level of Service Standards as sound conservation practices. In the future, these standards will be valuable should the Town seek to be certified as a Conservation Easement Holder by the State of Colorado. If certified, and in order to fulfill the rules for such established by the Division of Real Estate, the Town will reapply annually for certification to hold easements where tax credits are claimed.

DOCUMENT: Application, Re-certification Application

STAFF: Director of Parks, Recreation & Culture, Parks and Open Space Manager.

DOCUMENT A-3

DUE DILIGENCE PROCESS

DUE DILIGENCE PROCESS

Adopted April 2, 2013

PURPOSE: The purpose of the due diligence process is to evaluate potential acquisitions, including transfers of existing easements, ensuring that each transaction meets all technical, legal, ethical, and environmental standards.

After a project has undergone initial review by the Parks, Recreation & Culture Advisory Board PReCAB and the Town Board, staff shall undertake the following “due diligence” steps (not necessarily completed in the order indicated):

1. Comprehensive Field Review—staff will evaluate all aspects of the property, to include:
 - Obtain most recent aerial photograph and ownership maps, and do on-the-ground comparison between the maps and current status of the property.
 - Identification of boundaries of subject property
 - Identify all water features and associated facilities (lakes, ponds, rivers, streams, wetlands, drainages, ditches, irrigation facilities, center pivots, windmills, stock watering structures)
 - Identify farm/agricultural features (buildings, fences, livestock containment, tilled areas, grazed areas)
 - Check other property aspects such as disturbed areas, erosion, recreational features, residential uses/structures, utilities (above and below ground), equipment/vehicle storage, scenic features, historic or active trash disposal sites, historic or active fuel/chemical storage, historic/active mining sites.
 - Determine additional conservation and ecological values of the property including vegetation, wildlife, historic/cultural, agricultural, archaeological, paleontological, and scenic resources.

Note: All of the above will later be presented in detail in the baseline report, along with additional property information.

2. Title Review—staff will contact a local title insurance company, and request a title insurance commitment, which must include the following:
 - Identification of current property ownership, and copy of vesting deed(s)
 - Exceptions (normally presented in Schedule B, Section 1 of title commitment)-- to include liens, mortgages, deeds of trust, leases, covenants, plats, easements, etc. Copies of each document shall be provided for staff review. Staff shall provide all documents to the Town Attorney, and work with the Attorney to evaluate all of the title issues. Staff shall confirm that legal description is accurate, and that Exceptions truly pertain to the subject property. Where appropriate, staff shall require that exceptions be deleted or corrected.
 - Requirements as listed in Section 1 of Schedule B of the commitment. Staff shall work with the Town Attorney and the property owner to ensure that these requirements are met by closing. If a property is encumbered by a mortgage or lien,

Staff will ensure that it is paid off at closing or that the mortgage/lien is subordinated at closing.

- Property tax certificate shall be provided. All taxes on fee acquisitions must be paid up to date of closing. On conservation easements, property taxes must not be in delinquent status, or have tax lien outstanding.

3. Evaluate the status of mineral rights—

Based upon information provided by the title commitment and by the owner, staff shall determine whether or not the mineral rights (or portion) have been severed, i.e. are not owned by the surface owner. If they have been severed, it may be necessary to contract with a qualified geologist to determine the likelihood of future extraction of those minerals. In situations involving charitable donation of a conservation easement (and projects funded by GOCO or other grant agency) it will be necessary to obtain a “letter of remoteness” i.e. confirmation that the potential for future mining activity is so remote as to be negligible. In those cases where the Town is purchasing a conservation easement or fee ownership of land with severed minerals, staff should discuss with PRCAB and Town Board Trustees the potential for future mining activity, and whether such activity might undermine the values for which the property is being acquired.

4. Evaluate the status of Water Rights--

Based upon information gathered from the field review, and that provided by the title commitment and by the owner, staff should coordinate with the Town Attorney (or a qualified private attorney familiar with water rights) to ensure that the Town’s interests are protected. Staff should evaluate the following: a) what water is apparent on the property (identify and map each ditch, pond, lake, stream, irrigation facility, wells, wetlands, etc); b) determine the importance of the water to the identified conservation values; c) determine if existing water use is consistent with the decreed rights; d) determine if lakes and ponds are legal impoundments, whether storage rights exist, and whether existing dams are consistent with State requirements.

5. Property survey--

Staff and Town Attorney shall determine if a property survey is necessary for each project. Factors to be considered include: size of property, ability to determine property boundaries on the ground, existence of fencing along boundaries, existing or potential encroachments, title issues which require a survey for resolution, whether property lines follow aliquot descriptions, etc.

6. Environmental Assessment—

An environmental questionnaire must be completed by the property owner for each project (Exhibit A in process).

Based upon information from the questionnaire and the field review, staff shall determine if it is necessary to contract with a qualified consultant to provide a Phase I Environmental Assessment or other acceptable analysis of environmental issues. Situations which

normally dictate that such analysis should be done include: evidence of existing/historic trash disposal sites, evidence of existing/historic fuel/chemical storage, existence of man-made structures, evidence of pollution on-site or on nearby properties, evidence of commercial or industrial use of the property. It is common for some grant agencies to require a Phase I, as a condition for the Town to receive funding.

Any issues raised by the Environmental Assessment should be discussed with the owner and—as appropriate—with the County Health Department and Town Attorney. Depending upon the extent of the problems identified in the report, the Town normally has the following options: 1) require mitigation or resolution of the problems identified; 2) have additional studies completed; and/or 3) decline to move ahead with the acquisition.

7. Determination of Value—

The individual circumstances of each project dictate whether or not a formal appraisal is required.

- Every acquisition (whether fee or conservation easement) that has a tax benefit component must have a qualified appraisal that complies with the U.S. Treasury Regulations. The appraisal must follow the Uniform Standards of Professional Appraisal Practice (USPAP), and must be prepared by a qualified appraiser who is familiar with the Internal Revenue Service and state appraisal requirements as they pertain to charitable donations of conservation easements or properties. Generally, this is also true where the Town expects to receive grant funding from a state or federal agency for an acquisition.
- In situations where acquisitions are funded solely by the Town, the value may be determined by appraisal or by qualified staff, using accepted appraisal methodology. There may also be uncommon situations where staff will request authorization to pay more than market value for a property or conservation easement. As an example, this may occur where a larger conservation project may be at risk because of one remaining privately-owned parcel, and the owner refuses to sell at a lower price. If approval is given by the Town Board to pay a higher-than-market price, staff shall document the justification for the purchase price.

DOCUMENT A-5

STATEMENT OF QUALIFICATIONS FOR ATTORNEYS

STATEMENT OF QUALIFICATIONS FOR ATTORNEYS

John P. Frey has been practicing law in Fort Collins since his graduation from the University of Colorado School of Law in 1972. He received his undergraduate education at Marietta College in Marietta, Ohio. For the first 25 years of Mr. Frey's practice, he concentrated almost exclusively on civil and criminal litigation, trying a widely diverse cross-section of cases throughout the state of Colorado. Since 1998, the focus of Mr. Frey's practice has been the law of municipal government, land use law, and the arbitration and mediation of civil cases. A substantial portion of his time is dedicated to representation of the Town of Windsor, Colorado, and the Larimer County Emergency Telephone Authority. Since beginning his practice in Fort Collins, Mr. Frey has been active in community and professional association activities. In 2002, Mr. Frey received the Larimer County Bar Association's Professionalism Award, in recognition of his "adherence to highest standards of legal professionalism and outstanding service to the community." Mr. Frey was admitted to practice in Colorado and the U.S. District of Colorado in 1972. In 1992, he was admitted to practice before the U.S. Court of Appeals for the 10th Circuit. That same year he became a member of the Wyoming State Bar. Mr. Frey has achieved the "AV" rating (the highest rating available) from the Martindale-Hubbell Law Directory.

Ian D. McCargar has practiced law since 1983. He began his practice in Steamboat Springs, Colorado, and in 1992 became a shareholder in the Fort Collins firm of Frey, Korb, Haggerty & Michaels, P.C. He practiced with Frey, Korb, Haggerty & Michaels until the formation of Frey & McCargar, LLC in 2007, the predecessor firm to Frey McCargar & Plock, LLC. Mr. McCargar is the past President of the Northwest Colorado Bar Association. He is a member of the Larimer County and Colorado Bar Associations. He served as the President of the Larimer County Bar Association in 2009/2010. Mr. McCargar served as Third District Vice President on the Colorado Bar Association's Board of Governors Executive Council in 2009 and 2010. He is a 2011 graduate of the CBA's COBALT leadership training program, and remains active in promoting the Larimer County Bar Association's mentorship program in conjunction with the CBA. Mr. McCargar was admitted to practice in Colorado and the U.S. District of Colorado in 1983. He received his law degree from Thomas M. Cooley Law School in Lansing, Michigan, in 1982. He received his undergraduate education through James Madison College at Michigan State University in 1979.

DOCUMENT A-4

PROCEDURE RELATED TO THE PHASING OF CONSERVATION EASEMENT PROJECTS

Phasing Guidelines

Adopted April 2, 2013

PURPOSE: To provide guidance to staff, Parks, Recreation & Culture Advisory Board, and Town Board in the acceptance of conservation easements that are “Phased”.

Definition of “Phasing”: The establishment of conservation easements on multiple parcels held in the same ownership over a period of years, or the establishment of multiple conservation easements on a single larger parcel.

Phasing is generally accomplished by one of the following methods:

- placing an easement on only a portion of the landowner’s total property, with the expectation that additional property will be placed under conservation easement in subsequent years;
- dividing the property into smaller parcels prior to placing separate conservation easements on each parcel—also called “fragmentation”;
- retaining additional development rights within a single conservation easement with the expectation that these development rights will be extinguished through easement amendments in subsequent years.

Well planned phasing projects can have the mutual benefits of achieving the Town’s conservation objectives while still maximizing the landowner’s financial goals. In fact, in some situations, phasing may provide the necessary economic incentives to protect lands that otherwise could not be protected.

In evaluating phased conservation easements, the Town shall consider the following guidelines:

- 1) Every conservation easement (including phased easements) must stand alone. This includes donated easements.
- 2) Every donated conservation easement which seeks State or Federal tax benefits must meet the requirements of the Internal Revenue Code 170(h)(4)(A), and must meet the “conservation purposes” definition included in the Code. This applies to each individual phase of a “phased” conservation easement, as well as non-phased easements.
- 3) Each stage of a multiple-phase easement transaction must be evaluated independently on its own merits, particularly in regards to identification of and evaluating conservation values.
- 4) Every conservation easement (including phased easements) must be evaluated in accordance with the adopted evaluation criteria.
- 5) If phasing is necessary the Town should pursue a conservation easement on the

larger and/or more critical portions of a conservation property in the first phase.

- 6) If any subdivision of the property or reservation of building sites is permitted, it should be based on the conservation values of the larger parcel, not on the phasing of the conservation easement.
- 7) In cases where future phases are anticipated, the property owner shall provide a phasing plan, including a map, of the proposed easement phases before a first phase is accepted. Such a plan should be done in a manner not to jeopardize the value of the easement.
- 8) When evaluating a phased easement transaction the Town should also consider any potential negative public perceptions that could lessen public support for the conservation easement acquisition or open space in general.

DOCUMENT A-7

**CONSERVATION EASEMENT ENFORCEMENT
OR VIOLATION PROCESS**

CONSERVATION EASEMENT ENFORCEMENT AND VIOLATION PROCESS

Adopted April 2, 2013

PURPOSE: The Enforcement and Violation Process establishes a procedural framework to to prevent, identify and resolve violations of conservation easements held by the Town of Windsor; also to document the steps that are to be taken in the event of a suspected violation of a conservation easement.

The following procedure will assist in ensuring that the tenants of the easement are enforced and the violation is resolved to the satisfaction of Town of Windsor and with the goal of retaining a positive relationship with the landowner.

Preventative Components

Ideally, good land owner communications, relationships and due diligence would prevent any violations. In reality, it is unlikely this will be the case, particularly as ownerships of properties change over time. Therefore, the following describe recognized best practices which will minimize the number and extent of potential violations:

- Well-written Conservation Easement document – Having a solid, comprehensive, understandable conservation easement provides a solid foundation for future stewardship and enforcement. It is particularly important to have a document which effectively spells out reserved rights and prohibited uses, and has enforcement provisions which are clear and defensible.
- Baseline Documentation—A detailed, comprehensive, and accurate baseline report reflects the condition of the property at the time the easement is put into place, and provides a sound basis for future monitoring and enforcement.
- Annual Monitoring – The primary, and most effective, way to ensure compliance with the terms of a conservation easement is through annual monitoring. By annually visiting the site with the owner, and documenting any changes on the easement property, many potential violations can be avoided before they occur.
- Staff Review – The Parks and Open Space Manager (or qualified designee) should review each monitoring report after the site visit to confirm compliance with the easement terms.
- Staff and volunteer training – Sufficient training should be provided to any staff member or volunteer that will monitor a conservation easement. Monitoring personnel should receive training in conservation easement terms and structure, landowner relations, documentation, safety topics, and representing the Town of Windsor appropriately. As

determined to be necessary, the Parks and Open Space Manager may shadow a staff member or volunteer on their first monitoring visit.

- Records Retention – By retaining all pertinent conservation easement stewardship documents per the written records policy, a strong, consistent record can be created to protect the conservation easement in the case of violation or litigation.
- Landowner Relationships – Finally, there is no better enforcement technique than a strong, positive and collaborative relationship with the landowner. Working together to steward the land based on the terms of the easement can avoid most violations before they ever begin. This is particularly important as property ownership moves out of “first generation” ownership.
- When staff becomes aware that a property has changed ownership, contact will be made with the new owner to explain the terms of the easement, discuss any concerns, and work with the owners to update the management plan for the property.

Violation Procedure

- 1) Monitoring and Violation identification – As previously mentioned, annual monitoring of each conservation easement is the best and most likely way that a potential violation is identified. If a possible violation is found during a monitoring visit, the monitor should note all details of the violation, including pictures, drawings, and notes. No judgments should be made at this point with the landowner; rather information gathering is the primary goal.
- 2) Staff Review – Once a potential violation is identified, appropriate staff shall meet to assess whether a true violation has occurred, and what the potential resolution should be. The Town Attorney may be contacted at this point, particularly if it appears there is a need to immediately have the violation resolved.
- 3) Landowner Contact – As soon as possible after determination by staff that a violation is likely, a meeting should be arranged with the landowner to examine the potential violation and discuss the issue with the landowner. At staff’s discretion, a written notice may be sent to the landowner in advance of the meeting. The written notice should include the nature of the suspected violation and the solution proposed by staff to resolve the issue. Depending on the severity of the violation, it may be most effective to work with the landowner proactively to remedy the violation. Staff should inspect the violation site and thoroughly document conditions using maps, terrestrial or aerial photographs, GPS, video or other means. Subsequent to the inspection, staff shall send a notice letter to the landowner clearly describing the violation and require timely response and resolution. If the landowner is unresponsive or unwilling to resolve the matter, more formal actions detailed below should be taken. Staff shall keep detailed,

accurate notes from the very beginning of dealing with a violation, including notes of phone calls, meetings, correspondence, and any actions taken regarding the situation.

- 4) Parks, Recreation & Culture Advisory Board and Town Board Notification – At the discretion of the Department Director, (based upon the nature of the violation, the urgency to resolve the issue, the responsiveness of the landowner, etc.) the situation may be brought to the attention of Parks, Recreation & Culture Advisory Board and/or the Town Board .
- 5) Potential Legal Action – If agreeable and proactive solutions cannot be accomplished by the landowner and Town of Windsor staff, the Town Attorney’s office shall be contacted for guidance. If the Town Attorney indicates that legal action is necessary, the matter shall be presented to the Town Board, who must authorize any legal action. If such authorization is given, staff shall assist the Town Attorney as needed, and shall provide updates to Parks, Recreation & Culture Advisory Board and the Town Board.

DOCUMENT A-8

CONSERVATION EASEMENT AMENDMENT PROCESS

CONSERVATION EASEMENT AMENDMENT GUIDELINES AND PROCESS

Adopted April 2, 2013

PURPOSE: The purpose of the Amendment Guidelines and Process is to establish recommended procedures for considering amendments to existing conservation easements.

While conservation easements are intended to last in perpetuity, unexpected circumstances may warrant an amendment to the recorded easement. Although amendments are not common, these guidelines will:

- Describe the role of staff and the Parks, Recreation & Culture Advisory Board in addressing an amendment.
- Ensure that any amendment is consistent with Parks, Recreation & Culture mission.
- Describe the circumstances that may warrant consideration of an amendment .
- Describe amendment principles that should be considered when reviewing an amendment.
- Describe the process for review, approval and documentation of an amendment.

Amendment Philosophy

When considering any amendment, this mission statement will be a critical element in the review process, in addition to applicable state and federal laws, and broadly accepted standards and practices for conservation easements:

The mission of the Parks, Recreation & Culture Department is to provide recreation and cultural opportunities for the entire community through quality programs, facilities, service and management of natural resources.

Amendment Principles

When evaluating a proposed amendment to a conservation easement, careful deliberation should be given to the legal, practical, historical, and conservation implications of the amendment. A general framework of principles regarding amendments should include, but is not limited to:

- The amendment should be consistent with the conservation purpose(s) and intent of the original conservation easement.
- It will have a net beneficial or neutral effect on the relevant conservation values protected by the easement.
- It must not result in private inurement or confer impermissible private benefit.
- It is consistent with the documented intent of the original grantor and any funding sources.

- Any conservation easement co-holders approve of the amendment.
- It is consistent with one of the circumstances for amendments listed below.

Circumstances for Consideration of Amendments

1. **Prior Agreement** – In rare cases, a conservation easement may include a specific provision allowing modification of the restrictions at a future date under specified conditions. Such agreements must be set forth in the conservation easement document or in a separate document signed by all parties at the time or prior to when the conservation easement was executed. The amendment must be consistent with the terms and conservation intent of the original agreement.
2. **Upgrade Standard Language and Format** – The standard language and format of conservation easements are periodically revised to reflect new standard clauses, statutory changes, changes in policy, or to improve enforcement and administration, or enhance the protection of the conservation values of the protected property, or consolidate the legal documents in order to simplify the protection regime. Amendments for any of these purposes may be considered so long as the changes are consistent with the intent and objectives of the original conservation easement.
3. **Correct an Error or Ambiguity** – An amendment may be appropriate to correct an obvious error or oversight that was made at the time the conservation easement was entered into. This may include correction of a legal description, inclusion of language that was unintentionally omitted, or clarification of an ambiguity in the easement.
4. **Settle Condemnation Proceedings** – An amendment may be considered as part of a settlement agreement with the condemning authority where it appears that the land to be taken has little or no resource value, is not central to the purpose of the conservation easement and where condemnation power would be properly exercised for a recognized public purpose. It may also be appropriate to recommend a settlement agreement with the condemning authority if the public health, welfare and safety significantly outweigh the diminution in conservation resource values. In reaching such an agreement, the intent of the original conservation easement must be preserved to the greatest possible extent.
5. **Amendments to Leverage Additional Conservation** – Amendments may add additional land to a conservation easement or delete of reserved rights by landowners.
6. **Amendments to Reconfigure Conservation Easements** – Modifications or additions of reserved rights in exchange for additional land conservation may be recommended provided that the above principles and other considerations are substantially met. Additionally, it may be acceptable to cooperate in a boundary adjustment based on a survey or in an exchange of land if the resource values of the land to be received are at least equivalent to the land exchanged.
7. **Amendments Consistent with Conservation Purpose** – Other amendments of a conservation easement may be considered where the modification is consistent with the goals of the original conservation project, there is no or only incidental private benefit, the amendment is substantially equivalent to or enhances the resource values protected by the conservation easement, and any additional burden on the staff is

outweighed by the increased conservation value. Requests made under this section will be reviewed carefully.

8. Sale or Transfer – Conservation Easements may be sold or transferred from the Town to another entity, considering that all due diligence requirements are met, and that any outside funding or certification authority is in agreement.

Process

1. Request for amendment – A comprehensive written proposal for amendment shall be submitted to staff. This proposal must explain specifically what is being amended in the Conservation Easement, and must address what circumstances justify the amendment; it must also address each of the “Amendment Principles” listed above. A stewardship fee (as determined by the Director of Parks, Recreation & Culture) may be required.
2. Review, recommendation, and approval - The review will generally follow the steps presented in the Acquisition Procedure. There may be occasions where the initial and final reviews are combined i.e. they are accomplished in a single meeting, rather than two separate meetings.
3. Partner/funding agency review and recommendation - Prior to consideration and staff recommendation, the request shall be provided to any partners or funding agencies involved in the original conservation easement for their input and recommendation.
4. Update other documents - It may be necessary to review and/or update the following: baseline report, title policy, management plan, charitable donation documentation, survey, legal description.
5. Signature and Recording - If approved, the amended conservation easement document shall be signed by the Mayor for the Town Boards and recorded in the office of the County Clerk and Recorder.

DOCUMENT A-9

RECORDS POLICY OR PROCEDURE

WRITTEN RECORDS GUIDELINES

Adopted April 2, 2013

PURPOSE: To ensure the preservation and organization of documents and records of importance to the Town.

This policy applies to all records and documents created in the course of the operation of the Town of Windsor, whether the documents are paper or created electronically.

The following policies apply to Records Management and Retention:

- Colorado Department of Personnel and Administration, Colorado State Archives
Colorado Model Municipal Records Retention Schedule
- Resolution 2001-74 supporting Model Municipal Records Retention Schedule (Exhibit A)
- Town of Windsor Electronic Mail Policy based on C.R.S. 24-72-204.5 (Exhibit B)

**to include legal agreements, easements, leases, critical correspondence (such as correspondence with landowners related to project goals, tax and legal matters, notifications, approvals, enforcement, etc.), baseline documentation reports, surveys, title insurance policies, appraisals, letters of substantial compliance, IRS Forms 8283, and copies of deeds, conservation easements, and amendments to conservation easements. It should be noted that all deeds, easements, conservation easements, and amendments to conservation easements are also recorded in the Office of the Clerk and Recorder for the appropriate County where the conservation easement lies.*

EXHIBIT A

RESOLUTION 2001-74

TOWN OF WINDSOR

RESOLUTION NO. 2001- 74

BEING A RESOLUTION ADOPTING THE MODEL MUNICIPAL RECORDS RETENTION SCHEDULE.

WHEREAS, the Town of Windsor desires to improve its records management practices through the adoption of a records retention schedule; and

WHEREAS, the Town recognizes the value of adopting a records retention schedule to provide legal authority for the destruction of nonpermanent municipal records and the permanent retention of municipal records that have enduring value; and

WHEREAS, the Colorado State Archives has adopted the Model Municipal Records Retention Schedule; and

WHEREAS, the Town has requested and received approval from the Colorado State Archives to adopt and follow the Model Municipal Records Retention Schedule; and

WHEREAS, the adoption of the Model Municipal Records Retention Schedule will benefit the Town and its residents by providing minimum retention periods for Town records;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. That pursuant to the Colorado State Archives Approval dated September 28, 2001, the Model Municipal Records Retention Schedule, attached hereto and incorporated herein as "Exhibit A," is adopted by the Town.

2. The Town Clerk is hereby authorized to establish and administer a records management program for the Town of Windsor in accordance with the Model Municipal Records Retention Schedule.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 26th day of November, 2001.

TOWN OF WINDSOR, COLORADO

By William Miller
Mayor

ATTEST:
Cheryl M. Kennedy
Town Clerk



EXHIBIT B

TOWN OF WINDSOR ELECTRONIC MAIL POLICY

Town of Windsor Electronic Mail Policy

The following policy was developed by the Town of Windsor to facilitate compliance with the Colorado Open Records Act, Colorado Revised Statutes (C.R.S.) §24-72-204.5, which requires the adoption of a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted. The policy is to be used in conjunction with the Town of Windsor Employee Handbook, specifically Section 1.13(b) – Use of Computer, Internet Usage and Electronic Mail Communication System.

Purpose:

The purpose of this Policy is to insure that users of electronic mail are aware of privacy, security and legal issues related to their usage, and to ensure that requests for information stored in this format are complied with in the same manner as requests for information stored in non-electronic formats.

This Policy Applies to:

- All electronic mail systems and services provided or owned by the Town of Windsor (Town); and
- All users, holders, and uses of Town of Windsor e-mail accounts; and
- All Town of Windsor e-mail records of Town employees.

This E-mail Policy applies only to electronic mail in its electronic form. The Policy does not apply to printed copies of electronic mail. E-mail subject to the Town's Retention Schedule or State of Colorado Public Records Act shall be removed from electronic mail format and stored in a manner that no longer requires proprietary software to retrieve the document (i.e. store in standard text format, print the document). Such electronic mail once removed from the system shall be stored with other documents having similar retention characteristics or subject matter.

The Town's e-mail system is a tool to facilitate communication among its employees and with citizens or other external parties relating to current business matters. Records created using this system, whether business related or personal, belong to the Town. Users have the responsibility to use this resource in an efficient, effective, ethical and lawful manner. E-mail communications should follow the same standards expected in written business communications and face-to-face meetings. Violations of this Policy may result in disciplinary action, including possible termination or legal action. Nothing in this policy supersedes or waives any privacy or confidentiality provisions as set forth in the Open Records Act.

Retention and Archiving:

Although the Town's computer system will auto-delete e-mail at predetermined intervals, employees with email accounts are responsible for ongoing maintenance of their accounts. E-mail must be deleted when it is no longer required for business purposes and not subject to the Town's Retention Schedule or State of Colorado Public Records Act, C.R.S. §24-72-101 et seq. Relevant e-mail that must be retained in e-mail format shall be archived to avoid auto-deletion. The Colorado Municipal Retention Schedule instructs that retention of Electronic Mail follow the retention schedule for the specific type of record.

The Town's e-mail system is not a suitable platform for retention of official records and files. Due to ongoing changes in technologies and e-mail systems, users are cautioned not to rely on electronic mail for purposes of maintain lasting records. Messages are stored in an encrypted format, and subject to auto-deletion. Future

access must be considered. In the absence of the use of authentication systems, it is difficult to guarantee that e-mail documents have not been altered, intentionally or inadvertently. Therefore, this Policy forbids the *extended-term retention of e-mail messages within the messaging environment*.

1. E-mail of Routine, Short-term Value

A significant portion of e-mail messages are of transitory value and should be deleted daily, immediately after reading, reply, or other action concerning them. Within the messaging environment, the maximum retention period for e-mail is as follows:

- Maximum number of days to retain items in Inbox – 90 days
- Maximum number of days to retain items in all mail folders excluding Inbox – 365 days
- Maximum number of days to retain Calendar items in any folder – 365 days
- For items not being retained - Permanently delete
- Policy applies to documents attached to e-mail messages as well as to the messages themselves. The corporate retention policy can be found at T:\Policies for employee's use.

2. E-mail Required for Longer Retention

If the content of an e-mail message, or document(s) attached to the message, possesses business value for longer than 90 days, it should be made a part of that established file and retained appropriately according to the retention period in the schedule. In such cases, employees are required to:

- Generate a hard copy and place it in the proper paper file for further retention in accordance with the Town's records retention schedule; or
- Migrate the message (and/or attached documents) from the e-mail system to another software application that provides managed storage under retention rules, so that the message and/or attached documents may be saved for the retention period specified in the schedule.

3. E-mail Believed to Have Relevance to Litigation

If the content of an e-mail message, or document(s) attached to the message, can reasonably be anticipated to be relevant to litigation, it should be made part of an established litigation file within the Town's electronic document storage system.

Deletion of E-mail in the Messaging System:

All opened e-mail older than 90 days in an employee's Inbox and email older than 365 days remaining in employees' mail folders will be automatically deleted by the IT department. The retention of e-mail on backup media will not exceed 365 days.

Privacy:

Employees should have no expectation of privacy regarding the electronic media. Any information or data contained in any computer owned by the Town is available to the Town at all times and may be subject to audit. Correspondence of an employee in the form of e-mail may be a public record under the Colorado Open Records Act and may be subject to public inspection under C.R.S. §24-72-203.

E-mail is not necessarily a secure communication form, and information sent via e-mail could potentially be read by others. Employees using this media will respect the privacy of other users and will not intentionally seek information on, obtain copies of, or modify files, data or passwords belonging to other users. During network and system administration administrators may need to observe certain transactional addressing information to ensure proper functioning of the e-mail system. On these and other occasions they may inadvertently see the contents of e-mail messages. In this instance, administrators are not permitted to see or read the contents intentionally; or disclose or otherwise use what they have seen. One exception is,

however, when the administrator may need to inspect e-mail when rerouting or disposing of otherwise undeliverable email. This exception is limited to the least invasive level of inspection required to perform said duty.

Electronic Mail Policy, Town of Windsor Page 3

User Responsibilities:

- Users of Town e-mail services have an obligation to use their e-mail in a responsible and informed way, conforming to network etiquette, customs, courtesies and any or all applicable laws and regulations.
- Employees shall represent themselves, their department, and the Town accurately and honestly.
- Unless the material is encrypted, users must refrain from sending credit card numbers, passwords, or other sensitive material data via e-mail.
- Copyright restrictions and regulations must be adhered to.
- Supervisors are encouraged to identify e-mail training needs and resources, to encourage use of e-mail to improve job performance, to support staff attendance at training sessions, and to permit use of official time for maintaining skills, as appropriate.

Personal Use:

E-mail services may be used for incidental personal purposes provided that, in addition to the constraints and conditions set forth in this Policy, such use does not:

- directly or indirectly interfere with the Town networking or electronic mail services;
- burden the Town with noticeable incremental cost;
- interfere with the e-mail user's employment responsibilities or other obligations to the Town; and
- involve solicitation, or be associated with a for-profit business activity.

Unacceptable E-mail Uses:

- The creation/exchange of messages which are offensive, harassing, obscene, threatening, abusive, or hostile.
- The sending/forwarding of chain letters.
- Knowingly visiting pornographic or illegal sites, disseminating, soliciting or storing sexually oriented messages or images.
- Unauthorized exchange of privileged, confidential, or sensitive information.
- Unauthorized use of another's e-mail account.
- Altering or copying a message or attachment belonging to another without permission.
- Soliciting money for religious or political causes, or advocating religious or political opinions.
- Propagation and mass mailings (i.e. 'spam').
- Other activities and non-business related activities that will cause congestion and disruption of networks and systems including, but not limited to, unnecessary list server subscriptions, large e-mail attachments (+5MB), playing games, conducting betting pools.

Definitions:

- Electronic Mail System: all technologies used to create, send, forward, reply to, transmit, store hold, copy, download, display, view, read or print computer records, including e-mail, instant messaging, list servers, newsgroups and file exchange. The Town of Windsor has ultimate ownership of its system and the rights regarding its use.
- Electronic Mail (e-mail): any electronic computer record, message, header, summary or address created, sent, forwarded, replied to, transmitted, stored, held, copied, downloaded, displayed,

viewed, read or printed by one or several e-mail systems. E-mail may include text, graphics, photographs, video, music, sound bites and faxed documents.

DOCUMENT A-10
CONTINGENCY PLAN

CONTINGENCY PLAN

Adopted April 2, 2013

PURPOSE: The purpose of a Contingency Plan is to provide a strategy for transferring conservation easements, in the event there is a determination that the Town of Windsor will no longer administer and steward conservation easements.

The following steps will be taken to ensure that conservation easements held by the Town will be transferred or assigned to another qualified entity:

1. Upon notification that the Town will cease to administer and steward conservation easements, information will be gathered by staff regarding all entities which are qualified to hold conservation easements within either Weld or Larimer County depending on location of said easement.
 - Qualified entities shall include: those with long-term experience holding conservation easements; experience with conservation easements that have a donative component; adequate staff and experience in monitoring conservation easements; adequate funding basis to provide on-going annual monitoring and enforcement; interest and experience in conservation of natural resources, open space, and agricultural/ranch lands.
 - Preference will be given to entities which are certified by the Colorado Division of Real Estate to accept donated conservation easements.
 - Entities may include local non-profit land trusts, other local government agencies, State agencies, Federal agencies, and state or national land protection groups (e.g. The Nature Conservancy, Colorado Open Lands, Trust for Public Lands, etc.).
2. Staff will identify which entity or entities appear to be best qualified to hold the easements, and will meet with those entities to determine if they are agreeable to accepting the conservation easements. Staff will provide a recommendation to the Parks, Recreation & Culture Advisory Board at a regular Board meeting. The Board will evaluate the proposal, and make a recommendation which will be considered by the Town Board at a public hearing. The Town Board will decide which entity or entities shall be assigned the conservation easements held by the Town of Windsor.
3. It will not be necessary for a single entity to be selected as the recipient i.e. some conservation easements may be assigned to one entity, and others to another entity, if that is determined to be the best approach.
4. Within 45 days of decision by Town Board , the Town Attorney will provide documents as necessary for transfer or assignment of the conservation easements to the selected entity. The documents will be executed by the Mayor, and recorded in the records of the County Clerk and Recorder.
5. County staff will provide all documents to the recipient entity pertaining to those conservation easements being transferred.
6. Notice of the action will be given to other entities (e.g. GOCO) which have an interest in specific easements, and to each affected property owner.

DOCUMENTS A-21 AND A-22

POLICY REGARDING CONFLICT OF INTEREST AND TRANSACTIONS WITH INSIDERS

CONFLICT OF INTEREST AND TRANSACTIONS GUIDELINES

Adopted April 2, 2013

PPURPOSE: The purpose of these guidelines is to bring together various existing policies pertaining to conflict of interest and ethical practices.

As of this date, the following policies are in effect and apply to the Board and Staff:

- Elected Officials: Town Charter “Ethical Standards, Gifts, Conflict of Interest and use of Town Property” adopted 2003 (Exhibit A attached)
- Appointed Officials: Board and Commission Liability Training, and Parks, Recreation & Cultural Advisory Board Bylaws—updated and re-adopted 2012. (Exhibit B attached)
- Staff: Town Charter and Employee Handbook (Exhibit C attached)

Board members and Staff shall not participate in the evaluation, analysis, review, or discussion of issues or projects where a potential conflict of interest exists, or where an appearance of such conflict of interest is likely. Board members and Staff shall disclose any potential or apparent conflicts of interest, and shall recuse themselves from any discussion or action on the matter at hand.

A conflict of interest exists in the following situations:

- where a Board member or Staff has a personal or private interest in a matter proposed or pending before the Board
- where a Board member or Staff stands to gain or lose financially as a result of a position taken by the Board;
- where a Board member or Staff believes he/she cannot fairly and impartially discharge his/her duties
- where a Board member or Staff’s personal relationships or interests diverge so that an independent observer may reasonably question whether the person’s actions or decisions are determined by personal benefit, gain or advantage, or personal relationship with interested parties

A conflict of interest also may occur when a proposed transaction or discussion matter involves any “insider.” Insiders are:

- Town Board, Parks, Recreation & Culture Advisory Board or staff members and their immediate family members
- Substantial Contributors to projects and programs within the Department Parks, Recreation & Culture
- Persons who have an ability to influence decisions of the Department Parks, Recreation & Culture
- Persons who have access to information not available to the general public

EXHIBIT A

TOWN CHARTER EXCERPT

ARTICLE V CODE OF ETHICS

5.1 PURPOSE

The purpose of this code is to establish guidelines for the ethical standards of conduct for town officials, public body members and employees. Public servants and volunteers are expected to act in the best interest of the town. Town officials, public body members and employees are expected to disclose any personal, financial or other interests in matters affecting the town that come before them for action. Town officials, public body members and employees are expected to recuse themselves from decision making if they have a conflict of interest or even the appearance of one. Town officials, public body members and employees are expected to be independent, impartial, and responsible to their fellow townspeople in their actions. Official decisions and policies will be made following proper channels of town government. Public offices or volunteer positions in our town will not be used for personal gain. It is important that the public has confidence in the integrity of its government and that town officials, public body members, volunteers and employees have an opportunity to protect their personal reputation. This code establishes a process by which one may obtain guidance regarding potential ethical issues and it establishes a course of action for resolving disputes in a manner that is fair to all of the parties involved.

5.2 STANDARDS

A. The following requirements shall constitute reasonable standards and guidelines for the ethical conduct of elected or appointed officials, public body members, and employees.

B. No elected or appointed official, public body member, or employee who has the power or duty to perform, or has any influence over, an official action related to a contract, shall:

1. Have or acquire an interest in a contract between a business entity and the Town, unless the Town's procedures applicable to the solicitation and acceptance of such contract are followed and unless the elected or appointed official, public body member, or employee has complied with the provisions of Article 5.3;
2. Have an interest in any business entity, which is a party to the contract with the Town, unless the elected or appointed official, public body member, or employee has complied with the provisions of Article 5.3;
3. Represent or appear before the Town Board, any public body, or any other elected or appointed official, public body member, or employee, on behalf of any business entity which is a party to the contract with the Town;
4. Have solicited or accepted present or future employment with any business entity which is a party to a contract with the Town, if the offer or acceptance of such employment is related to or results from any official action performed by the elected or appointed official, public body member, or employee with regard to the contract; or

5. Solicit, accept, or be granted a present or future gift, favor, discount, items of perishable or nonpermanent value, service or thing of value from or for any person involved in the contract. Nothing in this paragraph shall prohibit any elected or appointed official, public body member, or employee from accepting an occasional non-pecuniary gift of an amount to be determined by ordinance, or from accepting an award, publicly presented, in recognition of public service. However, no elected or appointed official, public body member, or employee shall accept a non-pecuniary gift of any value if the gift is or may be in any way associated with a contract that is or may be one for which the elected or appointed official, public body member, or employee has the power or duty to perform an official action.

C. No elected or appointed official, public body member, or employee shall influence or attempt to influence the compensation, benefits, or other terms and conditions of Town office or Town employment applicable to a relative of the elected or appointed official, public body member, or employee.

D. No relative of an elected or appointed official, public body member, or employee shall be hired as a full time, permanent employee unless the Town's personnel procedures applicable to such employment have been followed.

E. No elected or appointed official, public body member, or employee shall use for personal or private gain, or for any other personal or private purposes, any information which is not available to the public and which is obtained by reason of his or her position with the Town, or disclose any such information except as required by law or for Town purposes.

F. No employee shall engage in or accept any employment or service, other than employment by the Town, if such employment or service reasonably would tend to impair the employee's independence of judgment in the performance of the employee's duties. This restriction shall not be construed to prohibit any other restrictions or prohibitions on outside employment applicable to an employee.

G. Neither the Town Manager, nor any employee who is the head of a Town department, shall be appointed to serve as a voting member of a public body, but this does not preclude town staff from serving in an advisory capacity.

H. No elected or appointed official, public body member, or employee shall request or direct the use of any town resources for personal or private gain, including work time, except in the same manner and under the same circumstances applicable to any other person. No special consideration, treatment, or advantage beyond that which is available to every other person in similar circumstances or need shall be granted unless such use will substantially benefit the Town.

I. No elected or appointed official, public body member, or employee shall, at any time within two (2) years after termination from the Town:

1. Appear on behalf of the elected or appointed official's, public body member's, or employee's interest, or on behalf of the interest of any other person, before the Town Board, any public body, or department of the Town, in relation to any matter concerning which the elected or appointed official, public body member, or employee performed an official act; or
2. Represent the interest of the elected or appointed official, public body member, or employee, or of any other person, in any other matter before the Town Board, any public

body, or department of the Town, without disclosing to the Town the elected or appointed official's, public body member's, or employee's prior relationship to the Town and present relationship to the interest.

J. Except as provided in Subsection K, no elected or appointed official, public body member, or employee shall appear before the Town Board or any public body on behalf of any business entity.

K. A member of a public body may appear on behalf of a business entity before the Town Board or before a public body other than the public body of which he or she is a member, so long as the appearance does not concern any matter that has or may come before the public body of which he or she is a member.

L. Nothing in the Code of Ethics shall preclude an elected or appointed official, public body member, or employee from appearing before the Town Board, any public body, or any other elected or appointed official, public body member, or employee on behalf of any person which is not a business entity, so long as the appearance does not concern the elected or appointed official's, public body member's, or employee's interest.

M. No elected or appointed official or public body member shall offer or promise to give his or her vote or influence in favor of or against any proposed official action in consideration or upon condition that any other elected or appointed official, public body member, will promise or assent to give his or her vote or influence in favor of or against any other proposed official action.

N. No elected or appointed official shall become a full-time employee of the Town at any time during the term of office, or for two (2) years after leaving office.

O. No elected or appointed official shall acquire or seek to acquire any real estate or interest therein if the elected or appointed official knows, or reasonably should know, that the Town Board is evaluating, proposing, or pursuing the acquisition of such real estate or interest therein. The elected or appointed official's knowledge shall be presumed. The prohibitions of this subsection shall continue to apply until after the Town Board has abandoned any effort to acquire such real estate or interest therein, and such abandonment has been reflected in the minutes or other record of a Town Board meeting.

5.3 A DUTY TO DISCLOSE

An official, public body member or employee of the Town of Windsor shall not participate in the conduct of business on behalf of the Town or enter into discussion or deliberation of any matter without first, publicly and on the record, stating all possible conflicts of interest that may exist between themselves and their family members, and the principals or the issue under consideration.

5.4 NO MISUSE OF CONFIDENTIAL INFORMATION

No official, public body member or employee of the Town of Windsor shall use any confidential information acquired by virtue of that individual's official position for personal benefit, or for the benefit of any other person or business. This does not apply to information, which is readily available to the general public. In addition, no official, public body member or employee of the Town of Windsor shall violate the privacy of others by discussing information confidentially acquired in the course of official duties.

5.5 EXCLUSIONS

The provisions of this Code of Ethics shall not be interpreted so as to bar:

- A. Any official, public body member or employee who is a resident of the Town of Windsor from fully participating in any Town Meeting;
- B. Acceptance of donations for the expressed purpose of financing a political campaign, provided such contributions are reported in accordance with all local, state and federal laws that pertain to such donations;
- C. Participation in a matter that relates to a person or business from which an official, public body member or employee has merely purchased goods or services, if the individual in question has no other conflict of interest relating to that person or business;
- D. Police officers, fire fighters, and other emergency personnel from acting in the course of their official capacities when responding to emergencies in accordance with the rules and regulations of their departments.

5.6 ENFORCEMENT

A. The provisions of Articles 5.2 through 5.6 shall be enforced as follows:

1. The Town Attorney shall have the primary responsibility for administration of said provisions.
2. Any person who believes that an elected or appointed official, public body member, or employee has violated any of said provisions and wishes to initiate proceedings on such alleged violations shall file a written complaint with the Town Attorney. The complaint shall state in detail the facts of the alleged violation, shall specify the section or sections of the Code of Ethics alleged to have been violated, and shall contain a sworn or verified statement signed by the complainant and stating under penalty of perjury that the information in the complaint is true and accurate, and that the complaint is filed in good faith and not out of malice or any other improper motive or purpose. Any complaint that does not contain such a signed statement shall be returned forthwith to the complainant without action.
3. If the complaint is made against an officer or public body member, within ten (10) days after receipt of the complaint the Town Attorney shall forward a copy of the complaint to the elected or appointed official or public body member against whom the complaint is made, and to an advisory judge referred to in Article 5-8. The Town Attorney shall request the advisory judge to appoint a qualified disinterested attorney to serve as special prosecutor. If, within ten (10) days after the request, the advisory judge has not appointed a special prosecutor, the Town's Municipal Judge shall appoint a qualified disinterested attorney to serve as special prosecutor. The reasonable expenses and fees of an advisory judge making such an appointment and of the attorney serving as special prosecutor shall be paid by the Town. The attorney recommended or appointed pursuant to this paragraph shall serve as special prosecutor for purposes of investigation and action on the complaint, and shall take such actions concerning the complaint as are consistent with the Code of Ethics, the Colorado municipal court rules of procedure, and the prosecutor's ethical responsibilities. Before completing the investigation, the special prosecutor shall provide the elected or appointed official or

public body member against whom the complaint is made an opportunity to provide information concerning the complaint.

4. If the complaint is against an employee, the Town Attorney shall investigate the complaint and shall take such actions concerning the complaint as are consistent with the Code of Ethics, the Colorado municipal court rules of procedure, and the prosecutor's ethical responsibilities. Within ten (10) days after receipt of the complaint the Town Attorney shall forward a copy of the complaint to the employee against whom the complaint is made and, before completing the investigation, shall provide the employee an opportunity to provide information concerning the complaint.

B. A person commits false reporting of a complaint under this Article if:

1. The person makes a complaint of a violation under Articles 5.2 through 5.6 or knowingly causes the transmission of a complaint to the Town Attorney of such a violation when the person knows that the violation did not occur; or
2. The person makes a complaint or knowingly causes the transmission of a complaint to the Town Attorney pretending to furnish information relating to a violation of Articles 5.2 through 5.6 when the person knows that he or she has no such information or knows that the information is false.

C. A person who is convicted of false reporting of a complaint under this article shall be punished as provided in Article 16.5 of this Charter.

5.7 ADVISORY OPINIONS

A. The Municipal Judge shall maintain the consent of one (1) or more judges of municipalities other than the Town, to provide advisory opinions with respect to the applicability of Articles 5.2 through 5.6. The names of such advisory judges shall be provided to the Town Board, the Town Manager, and the Town Attorney. The reasonable expenses and fees of an advisory judge providing such an opinion shall be paid by the Town.

B. If any officer, public body member, or employee is uncertain as to the applicability of Articles 5.2 through 5.6 to a particular situation, or as to the definition of terms used in said Articles, the officer, public body member, or employee may apply in writing to the Town Board, Mayor, or Town Manager for an opinion from an advisory judge pursuant to these Articles, and the Town Board, Mayor, or Town Manager may submit an application to the advisory judge for procurement of an opinion. Any officer or public body member may apply directly to an advisory judge for an opinion. The application shall state in detail the applicable facts and the Article or Articles of the Code of Ethics concerning which the opinion is requested.

C. Any person who requests and acts in accordance with an advisory opinion issued pursuant to this Article shall not be subject to any penalties for such action under the Code of Ethics, unless material facts were omitted or misstated in the request for the advisory opinion.

D. An opinion rendered by an advisory judge pursuant to these Articles shall be disclosed to the public by posting, unless the advisory judge who issued the opinion determines it in the best interest of the Town to delay such posting, in which case the opinion shall be posted as soon as the judge determines that the best interest of the Town will no longer be harmed by public disclosure of the opinion.

5.8 VIOLATIONS - INJUNCTION

The Town Prosecutor shall have the power and the duty, where a violation of the provisions of the Code of Ethics is threatened or has occurred, to bring a civil action or proceeding at law or in equity for a judgment enjoining any violation of the provisions of the Code of Ethics. Any member of the community shall have the opportunity to submit, in good faith, a sworn statement of any suspected violation of the charter to the Town Attorney.

5.9 VIOLATIONS - VOIDING OF CONTRACT

Any contract that was the subject of any official action of the Town in which there was or is an interest prohibited by the Code of Ethics shall be voidable at the option of the Town, if legally permitted. Where the Town Attorney determines that the public interest may best be served by not voiding such contract, it may be enforced and an action or proceeding may be brought against any elected or appointed official, public body member, or employee in violation of the provisions of the Code of Ethics for damages in an amount not to exceed twice the damages suffered by the Town or twice the profit or gain realized by the elected or appointed official, public body member, or employee, whichever is greater.

5.10 DISTRIBUTION

The Town Clerk shall cause any forms required for compliance with the Code of Ethics, to be distributed to each elected or appointed official, public body member, and employee of the Town within twenty (20) days after the adoption of the ordinance, and to each elected or appointed official, public body member, and employee elected, appointed, or hired thereafter, before entering into any duties with the Town, and to each candidate for elective office at the time the candidate obtains a nomination petition. In addition, the Town Clerk shall cause a copy of any amendment to the Code of Ethics to be distributed to each elected or appointed official, public body member, and employee of the Town within twenty (20) days after the enactment of the amendment.

EXHIBIT B

PARKS, RECREATION & CULTURE ADVISORY BOARD BYLAWS

BYLAWS

Town of Windsor

Parks, Recreation & Culture Advisory Board

Article I

Introduction

- A. The Windsor Municipal Code authorizes the Parks, Recreation & Culture Advisory Board to adopt bylaws for the transaction of business.
- B. The within Bylaws have been adopted by the Town of Windsor Parks, Recreation & Culture Advisory Board, and all previously adopted bylaws are deemed repealed.
- C. Pursuant to the Windsor Municipal Code, this Board shall be known as the *Town of Windsor Parks, Recreation & Culture Advisory Board*, hereinafter referred to as “Windsor Parks, Recreation & Culture Advisory Board” or “the Board.”

Article II

Membership and Officers

- A. The Windsor Parks, Recreation & Culture Advisory Board shall be composed of members appointed by the Board of Trustees of the Town of Windsor in accordance with the Windsor Municipal Code.
- B. The Board shall elect a chairman, vice chairman, and secretary.
 - 1. The chairman shall preside at all regular and special meetings of the Board and shall decide all points of procedure.
 - 2. The vice chairman shall assume the duties and responsibilities of the chairman in the chairman’s absence.
 - 3. The secretary shall keep, or cause to be kept, all records of the Board, and shall transmit all appropriate records to the Town Clerk to become part of the official Town Record.
 - 4. Board officers shall serve for a term of one (1) year and shall be elected annually at the January meeting of the Board.
 - 5. Officer vacancies shall be filled at the next regular meeting of the Board by election of the members. Officers elected to fill vacancies shall serve until the next regular election of officers.

Article III

Meetings

- A. The chairman shall prepare, or cause to be prepared, an agenda for every regular or special meeting of the Board.
- B. The Board shall meet monthly on a date and at a time and location designated by the chairman. These regular meetings may be postponed, rescheduled, or canceled upon a vote by the Board.
- C. The secretary shall prepare, or cause to be prepared and posted, a notice of each regular or special meeting of the Board. Such notice shall contain the meeting agenda.

D. Special meetings may be called by the chairman at the request of two (2) members, provided that notice of same, including a listing of all items to be considered (agenda), is delivered to each member of the Board or to his or her residence at least forty-eight (48) hours prior to the time set for such meeting, and further provided that announcement of a special meeting, or any other meeting at which all members of the Board are present, shall be sufficient notice of such meeting. Formal action taken at a special meeting called in accordance herewith shall be considered as though it were taken in a regular meeting for those, and only those, matters referred to in the agenda contained in the notice of the meeting.

E. All meetings of the Board shall be open to the public.

F. Before official and formal action can be taken on any matter at any meeting of the Board, a quorum shall be present and in session. A *quorum* is defined for purposes of these Bylaws as any four (4) members. The vice chairman shall preside in the absence of the chairman. Where both the chairman and vice chairman are absent, members present shall by majority vote select a member to preside over the meeting.

G. The chairman may from time to time call for work session meetings for the purpose of receiving information, hearing presentations, and discussing information, provided that no formal or informal action is taken.

H. All voting shall be by roll-call vote.

I. The members of the Board shall be bound by the Colorado Code of Ethics and the Colorado Public Official Disclosure Law. Summaries of the form of said code or laws in effect at the time of the adoption of these Bylaws are attached hereto as Appendix 1 and Appendix 2, respectively. Copies of the complete code and law, or subsequent amendments thereto, shall be distributed to all current and future members of the Board.

J. The order of business for all meetings shall be the order as it appears on the agenda except that the chairman may, under special circumstances, rearrange the order of business unless otherwise directed by a majority of the members there present and in session.

K. The secretary shall keep, or cause to be kept, minutes and keep the same recorded to date, showing all important facts pertaining to each meeting and hearing, the vote of each regular member upon each matter, or those absent or failing to vote, and such other details as the Board or its chairman shall direct. The minutes of each meeting shall be approved by the Board at its next meeting.

L. The secretary shall prepare, or cause to be prepared, the transmittal of official and formal actions of the Board to the Town Administrator's office for scheduling before the Windsor Town Board.

Article IV

Committees

A. There shall be no standing committees of the Board.

B. With the consent of the Board, the chairman may appoint ad hoc committees of the Board for special study or review.

Article V

Alternate Members

A. **Authorization.** The appointment of alternate members to the Board is authorized and

governed by Section 2-1-70 of the *Windsor Municipal Code*, and all subsequent amendments thereto.

B. Attendance. Alternate members shall attend all meetings and/or work sessions except as otherwise specified by the Chair. Alternate members shall receive notification of all meetings and/or work sessions in the same manner as the regular members of the Board are notified.

C. Preparation. Alternate members shall be provided all materials provided to regular members in anticipation of meetings and/or work sessions. Alternate members shall review all such materials, and shall be prepared to participate at all meetings and/or work sessions.

D. Quorums, Vacancies and Recusals. At the call of the Chairman, alternate members shall be seated as voting members for the following purposes: (1) to achieve a quorum in accordance with Section III. F. above; or (2) having achieved a quorum, one or more regular members are not in attendance at a meeting; or (3) in the event a regular member for any reason (including recusal) is unable to participate in the discussion and voting relative to an official and formal action.

E. Voting. Provided that all requirements for achieving a quorum and the additional criteria described in Section D., Quorums, Vacancies and Recusals, above are met, alternate members shall be accorded a vote upon any matter requiring action by the Board. In the event a conflict arises as to whether a regular member or an alternate member is to be seated, the regular member in attendance shall be seated and the alternate member shall not be accorded a vote.

Article VI

Amendments

These Bylaws may be amended by majority vote of a quorum of members present and in session at any regular meeting, provided that notice in writing has been given to each member at least ten (10) days prior to such meeting, or provided that such amendment was read at the last regular meeting of the Board.

THE WITHIN BYLAWS WERE APPROPRIATELY ADOPTED BY THE TOWN OF WINDSOR PARKS, RECREATION & CULTURE ADVISORY BOARD BY MAJORITY VOTE ON THE 7th OF February, 2012.

EXHIBIT C

EMPLOYEE HANDBOOK EXCERPT

1.2 Code of Ethics

Employment with the Town is a public trust imposing responsibilities to conserve resources, funds and materials. In accordance with that principle, Town employees are expected to act in the best interest of the town and in accordance with the Code of Ethics set forth in Article V of the Charter. The Code of Ethics provides standards designed to avoid conflicts of interest between Town employees and the Town and the appearance of any such conflicts and should be reviewed carefully. For example, no employee of the Town may participate in any Town procurement decisions affecting their personal financial interest or those of their immediate family and Town employees and their families are not to accept or solicit gifts or gratuities as a result of the employee's duties or responsibilities.

The Code of Ethics also establishes a process by which employees may obtain guidance regarding potential ethical issues and a course of action for resolving disputes in a manner that is fair to all of the parties involved. Every employee should receive a copy of this Code of Ethics, along with any updates. If you have not received a copy of this document, please request one from your supervisor or Human Resources.

Enter map title



LEGEND

Reference Data

-  Study Area Boundary
-  Larimer County Boundary

Water and Roads

-  Riparian Areas and Wetlands

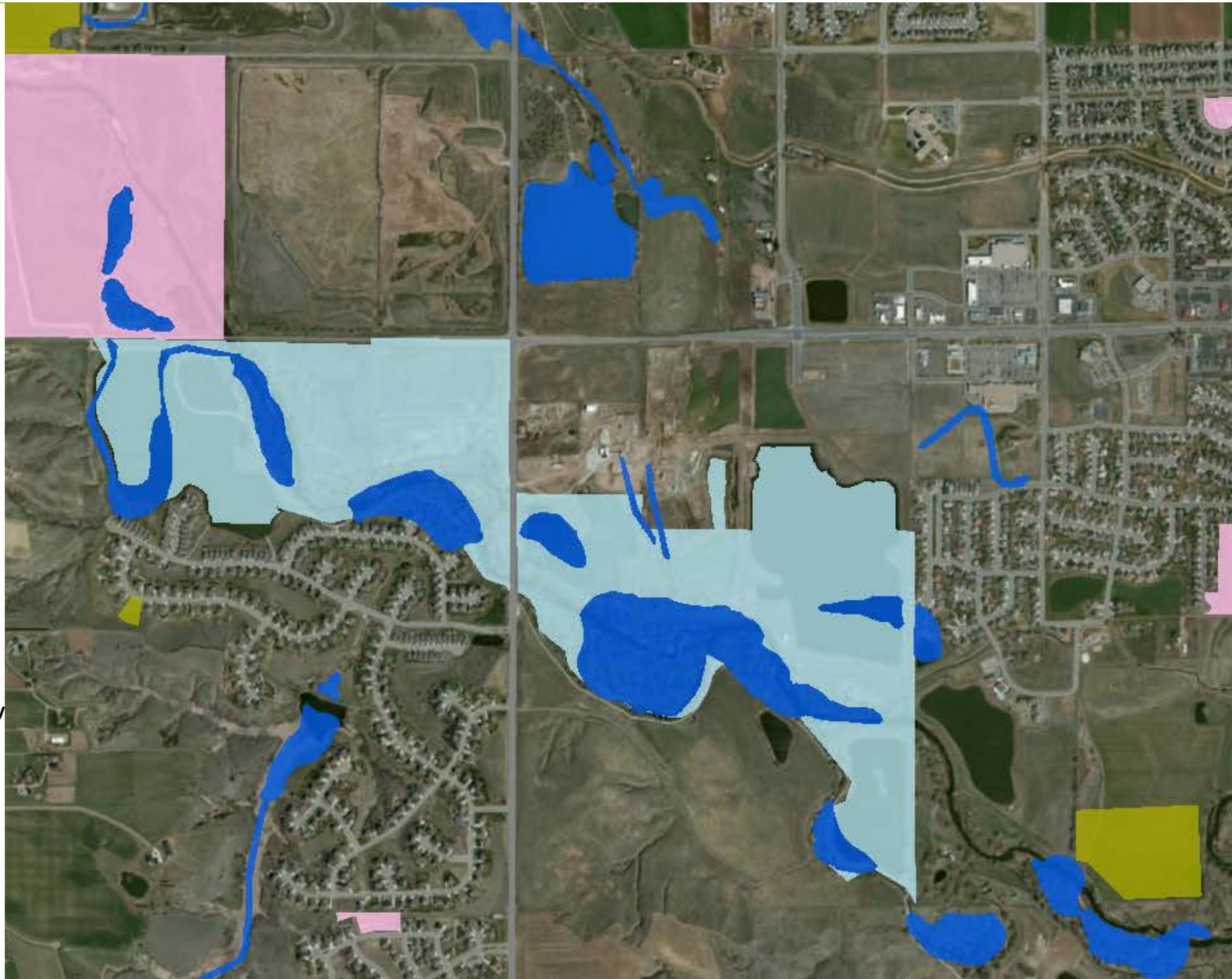
Parks and Open Space (not all have public access)

Public Land by Manager

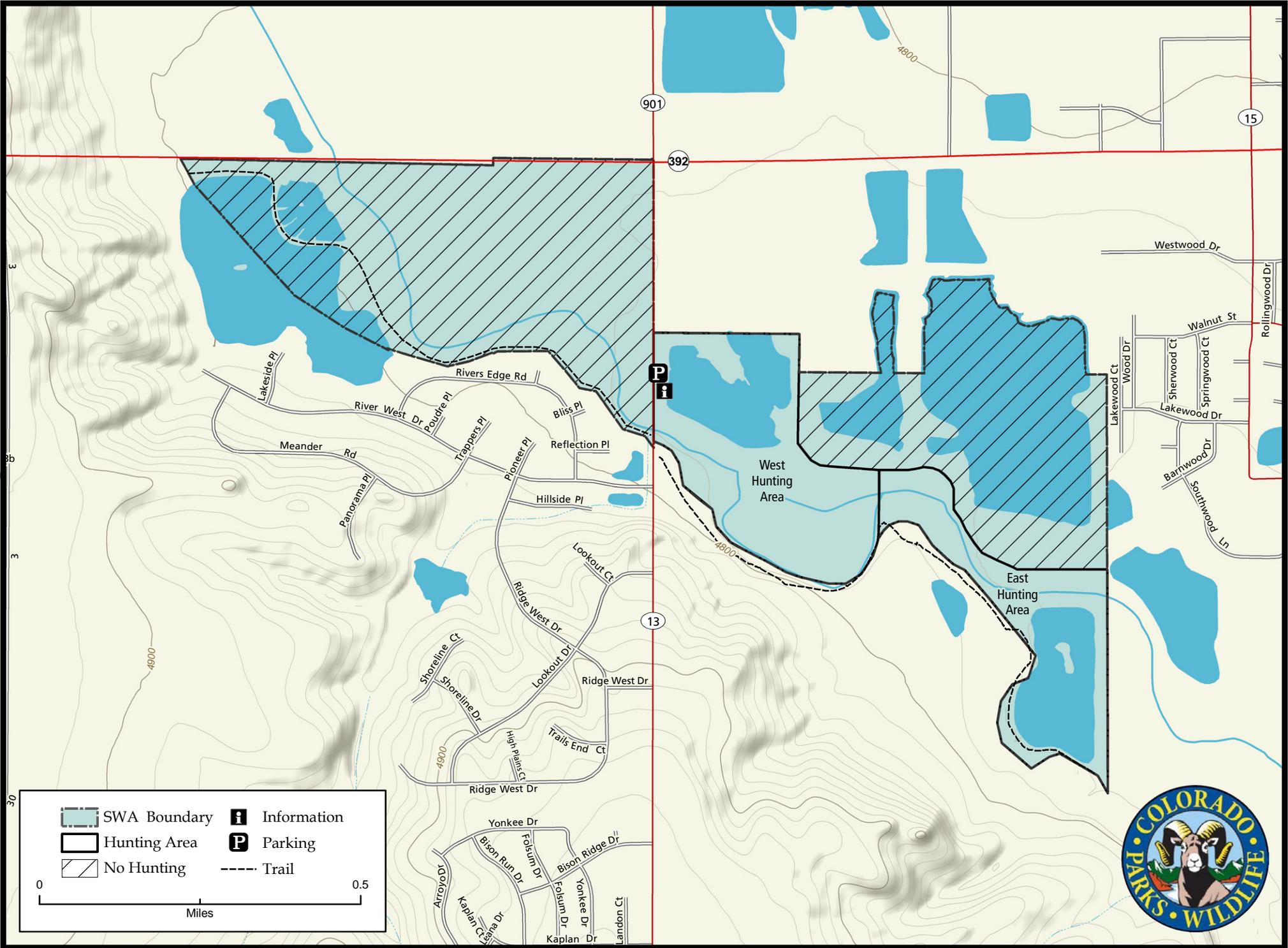
-  National Park Service
-  US Forest Service
-  Other Federal
-  State Land
-  Local Government Land
-  All Conserved Land and Parks

Our Lands, Our Future Study

-  Larimer County Boundary

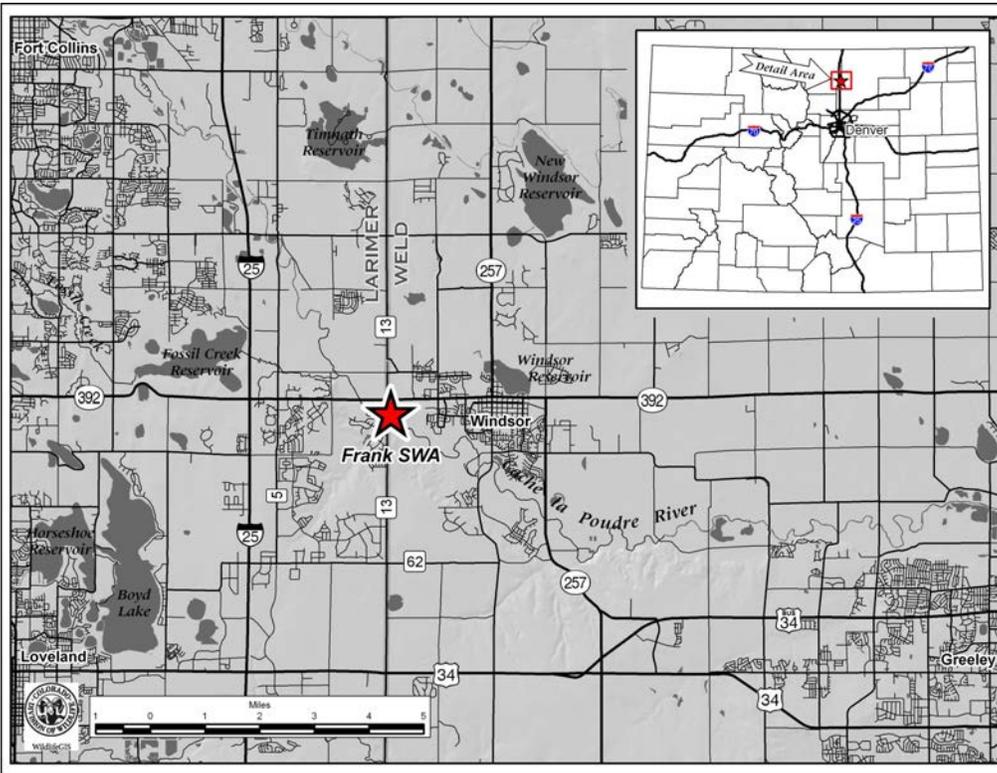


Frank State Wildlife Area



Frank State Wildlife Area Larimer & Weld Counties

From Interstate 25 at the Windsor exit (Exit 262), go 2.3 miles east on Highway 392 to County Road 13, then 1/2 mile south (right) to the parking area.



Wildlife Area Offers:

Hunting: Deer, Rabbit, Squirrel,
Pheasant, Dove,
Waterfowl

Fishing: Warmwater

#901.A: Reservations may be made by calling 1-800-846-9453. Reservations are not accepted more than 14 days in advance of the hunt date, nor after 12:00 noon on the day before the hunt date, or Friday at 12:00 noon for Sundays and holidays falling on Monday. Hunters who wish to cancel a reservation must do so no later than 12:00 noon on the day before the hunt date. Failure to hunt a reserved area without prior cancellation, or follow check station procedures, may cause forfeiture of the privilege to make reservations for the remainder of the hunting season. Hunters are limited to a maximum of one reservation per hunt date and one reservation per phone call. Reservations are not transferable. The individual named on the reservation must be at the property on the day of the hunt and be a licensed hunter for the species to be hunted.

Regulations:

- A. Discharge of firearms or bows is prohibited, except when hunting.
- B. Discharge of bows is allowed for bowfishing.
- C. Fires are prohibited.
- D. Hunting is prohibited, except with shotguns or bows.
- E. Camping is prohibited.
- F. Boating is prohibited in a manner that creates a white water wake.
- G. During regular duck seasons, all waterfowl and small game hunting on this property is limited to Saturdays, Sundays, Mondays and legal holidays. A reservation is required. Reservations may be made according to #901.A of these regulations. No more than four hunters are allowed per reservation.
- H. Hunters must check out at the designated check station in accordance with the procedures posted at the property.
- I. During regular duck seasons, hunters with reservations may only hunt the area specified on the reservation. 22
- J. Hunting is prohibited west of WCR 13 and in the posted safety zone in the northeast corner of the property.

More Information:

CPW Office (Fort Collins): (970) 472 - 4330

Website: <http://wildlife.state.co.us/>

In addition to or in place of those restrictions listed in regulation #900 the above listed provisions or restrictions apply (see Chapter 9, <http://wildlife.state.co.us/RulesRegs/Regulations/>).

This product is produced and distributed by: Colorado Parks and Wildlife - GIS Group, 317 W. Prospect, Fort Collins, CO 80526. Information depicted hereon is for reference purposes only and is compiled from best available sources. Mapped property boundaries may or may not reflect actual legal holdings. Please observe and respect all marked boundaries and signs on the property. Regulations are subject to change - posted regulations at the individual SWA take precedence over any regulations referred to here. For further information, please see regulations brochures available at CPW offices or wildlife.state.co.us.



MEMORANDUM

Date: February 3, 2014
To: Parks, Recreation & Culture Advisory Board
From: Melissa M. Chew, CPRP, Director of Parks, Recreation & Culture
Re: Sheep Draw Conservation Easement
Item #: 2.a.

Background / Discussion: (note: the Baseline Report and Management Plan have been reviewed by staff as a report of existing and planned conditions; the Deed of Conservation Easement has been reviewed by legal counsel)

In 2012 Windsor participated in the Poudre River Initiative grant submitted to Great Outdoors Colorado (GOCO) for acquisition and development of various land parcels adjacent to the Poudre River. The Town partnered with Ft. Collins, Larimer County, Timnath and Greeley in the grant.

Greeley identified several land acquisitions as their part of the grant, including the Sheep Draw parcel. As a condition of acquisition, GOCO requires a conservation easement (CE) to be held on the property. As partners, it makes sense that an entity affiliated with the grant is the CE holder. Through an already approved IGA, Windsor will jointly hold the conservation easement with Larimer County since we are new to this process, and ultimately be the sole CE holder after 2-3 years. The previously presented flow chart of the Conservation Easement Stewardship process for consideration, evaluation and acquisition of any conservation easement (as discussed in "strategies" topic) has been utilized in this process.

- Initiation: staff visited the site and conducted an evaluation. (attached)
- Evaluation: Baseline Data Report is complete (attached)
- Initial review: (tonight's discussion)
- Develop documents: draft Management Plan (attached); draft Deed (attached)
- Field Trip: COMPLETE!

Financial impact:

Staff has calculated stewardship costs for this property at approximately \$312.00 annually. Greeley has been presented with this figure and found it acceptable. (However, if there is a "swap" for holding some easements related to Frank State Wildlife Area, this could be waived.)

Implementing the Management Plan (trailhead access at this site) was not part of the GOCO grant. However, Greeley has recently submitted another GOCO grant for implementation, including trailhead construction.

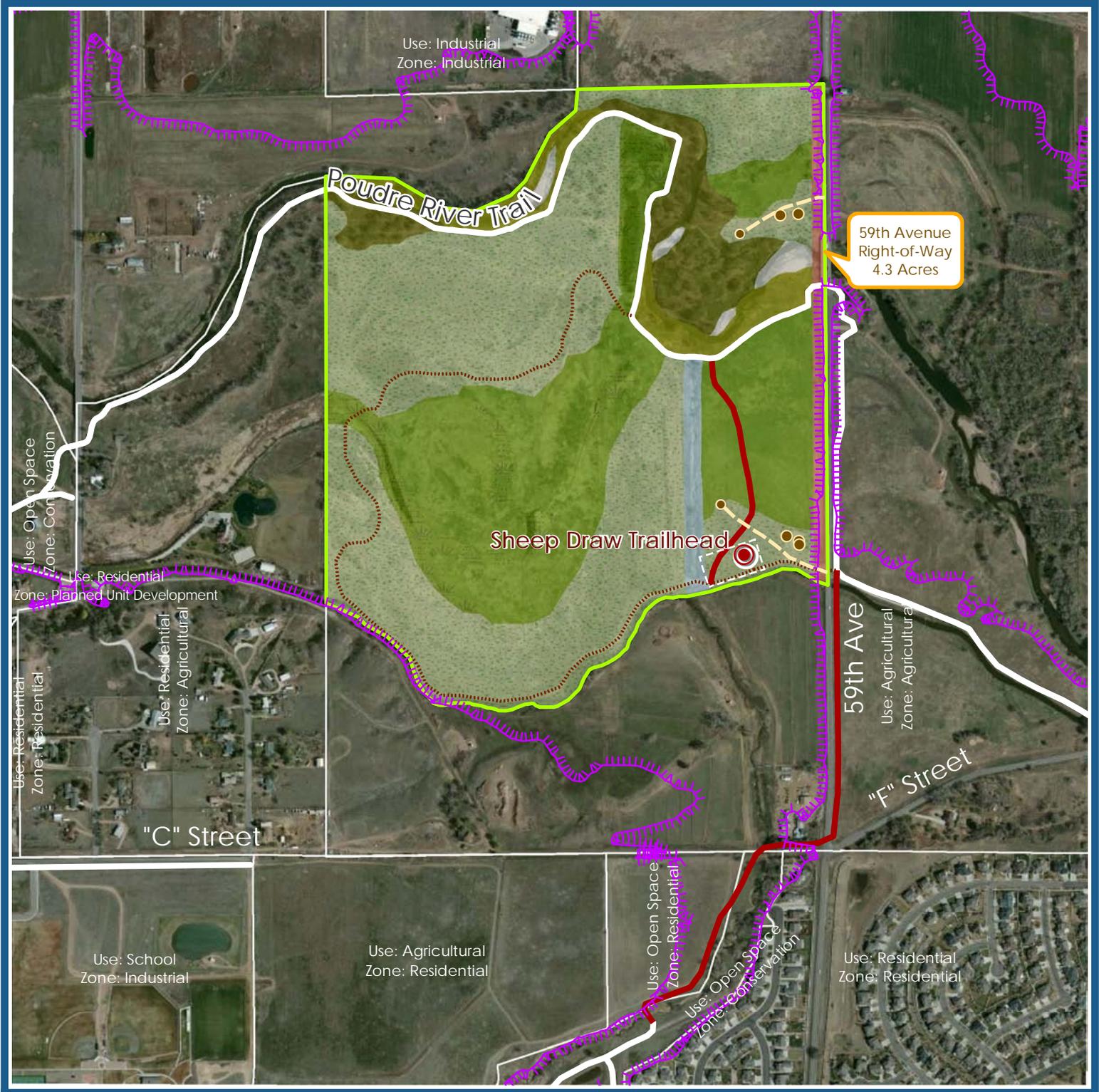
Recommendation:

For discussion only.

PReCAB completed a field trip of the site and initial review in 2013. They will make final review of this easement on February 4, 2014 and their recommendation will be brought to Town Board for action on February 10, 2014. Greeley expects to close on the property within 5 days after that, and the CE must be in place prior to closing.

Attachments:

- b. Map of Sheep Draw Property
- c. Sheep Draw site evaluations
- d. Sheep Draw Baseline Report
- e. Sheep Draw DRAFT Management Plan
- f. Sheep Draw DRAFT CE Deed



SHEEP DRAW

| | | | | | |
|--|-----------------------|----------------------------|-----------------------------------|------------------|--------------------|
| PROPERTIES | | RECREATIONAL TRAILS | | HABITAT | |
| GRANT | OTHER OPEN/PARK | EXISTING TRAIL | NEW TRAIL (RED) EASEMENT (ORANGE) | GRAVEL BAR | RIPIARIAN CORRIDOR |
| | | | | WATER BODY | RIPIARIAN FOREST |
| OTHER | | FUTURE ROUTE | PROJECT TARGETS | PERENNIAL STREAM | WET MEADOW |
| OIL & GAS FACILITIES | BUILDING ENVELOPES | | | WETLAND | UPLAND MEADOW |
| ACCESS ROAD (FARM, OIL & GAS, PROPERTY) | FLOODPLAIN (100YR) | | | | ARROYO |
| | | | | | |

EVALUATION CRITERIA

These criteria establish evaluation strategies that can be applied to properties considered for acquisition under the Parks, Recreation, Trails and Open Lands Master Plan – 2007 Update/Goal 5, as well as the Comprehensive Plan. These criteria are guidelines and will be used as a tool in determining properties that may be suitable and appropriate for acquisition. :

From comp plan:

Unique, sensitive and critical areas such as lakes, rivers, streams arroyos, aquifer recharge areas, ridgelines, bluffs, wildlife habitat, significant stands of plants, scenic vistas, historical areas, archeological sites

Buffer areas adjacent to important natural features (as mentioned above)

VALUES

Tier I: Ecological Values

This process provides a broad-brush perspective of how many, and what type of values are present on the property, including:

- Bluffs and Slopes – arroyos, ridgelines, bluffs
- Ecological resources – unique landscapes
- Aquatic environments – lakes, rivers, streams, aquifer recharge areas
- Flood Plain – wetland and riparian areas
- Significant wildlife habitat – wetlands, riparian, grasslands, floodplain)
- Unique vegetation – stands of plants, native grasslands

Tier II: Personal / Public Values

At this level we begin to look at individual parcels with a finer filter. Evaluation tools should be used to further evaluate individual parcels to determine the degree of each value present through additional field study and evaluate for other criterion including:

- Significant sites – cultural identity, archeological sites, agricultural heritage
- Public access – trail or recreational agreements, adjacent land uses
- Community Buffers – scenic views
- Willing seller
- Wildlife /vegetation and restoration potential
- Cost/benefit of acquisition and long-term management

Tier III: Determine who should acquire the parcel, if it is a partnering opportunity with other local governments, state agencies, private organizations or individuals), and the appropriate acquisition technique.

III. SCORING SYSTEM

The scoring system is used by staff with input from appropriate professionals and/or experts to evaluate various properties against the evaluation criteria so that staff and Parks, Recreation & Culture Advisory Board can make reasoned decisions for recommendations to Town Board. The scoring system is an index, not a precise measurement, and is used as a guideline for setting priorities and making recommendations.

The process shall consist of an index of a high, medium, or low ranking for each of the criteria applicable to the property in question. If it is desired, numerical values can be attributed to each of the indices which then may be calculated for each of the sections and for a property total. Notations may be attached to a ranking of a particular criteria where it is important for understanding the context of that ranking. There may be situations on some properties where a particular evaluation criterion is not applicable and therefore not ranked.

Completed evaluation forms will be available during field trips to view the properties in question. Evaluations may be adjusted by the Board as needed.

Another tool that will be made available to assist in determining relative priority is a map that illustrates existing parkland and open space within the county. Properties proposed for acquisition may be overlaid to show relationships with existing open space and other strategic factors.

Conservation Easement Evaluation

Sheep Draw CE

| VALUES | HIGH | MEDIUM | LOW | NOTES |
|--------------------------|--|--------|-----|--|
| Ecological | | | | |
| Bluffs and slopes | | | X | Property located in floodplain. |
| Unique landscapes | | X | | Riparian habitat. |
| Aquatic environments | | X | | Perennial and many seasonal channels. |
| Flood plain | | X | | Native and non-native species present. |
| Wildlife habitat | | X | | Good cover and structure for wildlife |
| Unique vegetation | | X | | Riparian vegetation and outlands are uncommon. |
| Personal / Public | | | | |
| Significant sites | | | X | None that I'm aware of. |
| Public access | X | | | Future trail/trailhead; existing Poudre Trail. |
| Community buffers | | X | | Between Windsor and Greeley. |
| Willing seller | X | | | weld county. |
| Restoration potential | X | | | High biodiversity potential with restoration. |
| Cost / benefit | X | | | |
| Long term management | | X | | |
| Acquisition | | | | |
| Owner | X | | | |
| CE holder | X | | | |
| Reviewed by: | Jeffrey Boring Larimer County Resource Specialist | | | Date: 7/2/13 |

Conservation Easement Evaluation

Sheep Draw // Poudre River Initiative

| VALUES | HIGH | MEDIUM | LOW | NOTES |
|--------------------------|-------------|--------|-----|---|
| Ecological | | | | |
| Bluffs and slopes | | | X | Floodplain |
| Unique landscapes | | X | | Riparian / cottonwoods / wildlife habitat |
| Aquatic environments | | X | | Poudre river / seasonal drainage channels |
| Flood plain | | X | | Native + non-native |
| Wildlife habitat | | X | | Cover present |
| Unique vegetation | | X | | Riparian / wetland |
| Personal / Public | | | | |
| Significant sites | | | X | Oil / Gas easement on site |
| Public access | X | | | Poudre River Trail / access from south / future |
| Community buffers | | X | | Northern side of Greeley / buffer on river |
| Willing seller | X | | | Weld County to Greeley |
| Restoration potential | X | | | Potential to increase diversity |
| Cost / benefit | X | | | |
| Long term management | | X | | some weed control required |
| Acquisition | | | | |
| Owner | X | | | Greeley = property Windsor = CE |
| CE holder | X | | | Windsor - Larimer County via IGA |
| Reviewed by: | [Signature] | | | Date: 7/2/13 |

Consultants in
natural
resources and
the environment

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BASELINE INVENTORY REPORT

SHEEP DRAW PROPERTY NORTH 59TH AVENUE AT THE CACHE LA POUDDRE RIVER GREELEY, COLORADO

WELD COUNTY, COLORADO

Prepared for—

City of Greeley
1100 10th Street, Suite 300
Greeley, Colorado 80631

and

Larimer County Natural Resources Department
1800 South County Road 21
Loveland, Colorado 80537

and

Town of Windsor Parks and Open Space Division
301 Walnut Street
Windsor, Colorado 80550

Prepared by—

ERO Resources Corporation
1842 Clarkson Street
Denver, Colorado 80218
(303) 830-1188

July 22, 2013



ERO Resources Corp.
1842 Clarkson Street
Denver, CO 80218
(303) 830-1188
Fax: (303) 830-1199
www.eroresources.com
ero@eroresources.com



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FIGURES

- Figure 1. Vicinity Map
- Figure 2. Protected Lands
- Figure 3. Property Features
- Figure 4. Soils
- Figure 5. Vegetation Communities
- Figure 6. Wildlife Habitat Maps

APPENDICES

- Appendix A. Photo Point Map and Photo Documentation
- Appendix B. Property Legal Description
- Appendix C. Wildlife Species
- Appendix D. Qualifications of the Report Preparer
- Appendix E. Deed of Conservation Easement

PREPARER STATEMENT

I declare that, to the best of my professional knowledge and belief, I have the specific qualifications based on education, training, and experience to conduct a baseline inventory of the subject property. I have performed the appropriate inquiries in compliance with the Federal Internal Revenue Code for landowners who donate or sell conservation easements to qualified organizations, and I have prepared this baseline documentation in accordance with the guidelines established by the Colorado Coalition of Land Trusts.

This baseline inventory is an accurate representation of the property at the time of the site visit on July 10, 2013.



July 22, 2013

Andrew M. Cole
Natural Resource Planner

Date

OWNER ACKNOWLEDGEMENT STATEMENT

| Grantor | Grantees | |
|--|--|---|
| City of Greeley Culture, Parks, and Recreation 651 10th Avenue Greeley, Colorado 80631 Telephone: (970) 350-9406 | Larimer County Natural Resources Department 1800 South County Road 31 Loveland, Colorado 80537 Telephone: (970) 679-4570 | Town of Windsor Parks and Open Space Division 301 Walnut Street Windsor, Colorado 80550 Telephone: (970) 674-2422 |

LAND TYPE

The property consists of 158 +/- acres located in western Weld County that has historically been used for agriculture. Vegetation communities on the property include approximately: 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 3 acres constructed wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands.

CONDITION OF LAND

The property is in the West ½ of Section 33, Township 6 North, Range 66 West of the 6th Principal Meridian in Weld County, Colorado (Figure 1). Topography on the property is generally flat with an elevation of about 4,700 feet. Historically, the property and surrounding area have been agricultural, undeveloped, rural residential, commercial, or used for oil and gas production.

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], and to the best of my knowledge, this Baseline Inventory Report, including text, maps, and photographs, is an accurate representation of the Sheep Draw Property conservation easement property on _____, the time of the conveyance of the conservation easement. [month/day/year]

Grantor Signature

Date

Grantee Signature

Date

Grantee Signature

Date

SUMMARY

| Owner/Contact | Property Location | |
|---|--|-----------------|
| The City of Greeley 1000 10th Street Greeley, Colorado 80631 Telephone: (970) 350-9406 | The Sheep Draw Property is located on the west side of North 59th Avenue adjacent to the Cache la Poudre River. The Weld County Assessor's Office identifies the property as a single parcel: Parcel No. 080533000088. | |
| County | Acreage | Zoning |
| Weld | 158 | Agriculture (A) |

DIRECTIONS AND ACCESS TO THE PROPERTY

From the City of Greeley Municipal Center (intersection of 10th Street and 11th Avenue), take 10th Street west about 4.2 miles to North 59th Avenue. Turn right (north) and take North 59th Avenue about 1.4 miles to the property. Immediately after crossing the Greeley No. 3 Ditch, there is a dirt access road on the left (west) side that enters the southeast corner of the property (Figure 1).

CONSERVATION VALUES BASED ON BASELINE INVENTORY

The Conservation Values of the property are as follows:

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The property contains a combination of saltgrass meadows, wetlands, and cottonwood stands adjacent to and along a one-mile reach of the Cache la Poudre River. The diverse habitat on the property provides food, shelter, breeding ground, and migration corridors for several wildlife species, including white-tailed and mule deer, coyote, black-tailed prairie dog, great blue heron, bald eagle, and red-tailed hawk.

Open Space [§ 1.170A-14(d)(4)]. The property qualifies as open space because it has been preserved for the scenic enjoyment of the general public and will yield a significant public benefit.

Scenic enjoyment. The property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The property is visible to the general public from North 59th Avenue and the Poudre River Trail, which are open to and actively utilized by residents of the City of Greeley, Weld County, and the State of Colorado.

Significant public benefit. There is a strong likelihood that development of the property would lead to or contribute to degradation of the scenic and natural character of the area. As a large parcel of open space, preservation will continue to buffer critical wildlife habitat and add to an important stopover for migratory raptors, songbirds, shorebirds, and waterfowl. In addition, acquisition furthers Congress' vision in designating the Cache la Poudre River National Heritage Area "to provide for the interpretation... of the unique and significant contributions to our national heritage of cultural and historic lands, waterways and structures within the Heritage Area."

CONSERVATION EASEMENT PROVISIONS

Rights of the Grantee and the Grantor are contained in the Deed of Conservation Easement, which the Grantor intends to convey to the Grantee in 2013.

INTRODUCTION

PURPOSE

Colorado Revised Statutes (CRS) provide 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 having wholesome environmental quality or life-sustaining ecological diversity” [CRS §38-30.5-101]. Toward these ends, Grantor intends to convey a perpetual conservation easement on 158 acres of the Sheep Draw Property in Weld County, Colorado (“property”) to Grantee. Grantee is a governmental unit and a “qualified organization,” as defined in §170(h)(1)(B) of the Internal Revenue Code.

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], the City of Greeley retained ERO Resources Corporation (ERO) to complete a Baseline Inventory Report for the property in Weld County, Colorado. The conditions on the property have generally been documented through photo points (Appendix A). The purpose of this baseline inventory report is to:

- Summarize the physical/ecological characteristics and conditions of the property.
- Document and record existing conditions and conservation values of the property.

METHODS

The Baseline Inventory Report began with a file review on July 1, 2013. The City of Greeley supplied records, documents, and maps applicable to the property. On July 10, 2013, Andy Cole, a natural resource planner with ERO, visited the property, documenting ecological and physical characteristics.

ERO consulted several organizations, agencies, and databases, including the Colorado Natural Heritage Program (CNHP), Colorado Office of Archaeology and Historic Preservation (OAHP), and the Colorado Natural Diversity Information Source (NDIS), pertaining to resources on the property. Published information such as U.S. Geological Survey (USGS) and Natural Resource Conservation Service (NRCS) maps were also used to prepare the inventory. ERO also consulted individuals with knowledge of the property.

REPORT ORGANIZATION

This report presents a summary of the information gathered of the present conditions and describes the results of ERO's evaluation of the property's resources and conservation values. The report is organized into four narrative sections and five appendices.

Following the *Summary* and *Introduction* sections, the *General Description* section provides information on the setting and history of the conservation project. The *Site Resources* section summarizes the ecological and cultural resources, land use and management, and property improvements and legal considerations of the property. Six figures accompany the main body of the report.

Appendix A contains photographs of the property with narrative descriptions and a corresponding photo point map. Appendix B contains the legal description for the property. Appendix C is a list of wildlife species that may occur on the property based on the site visit. Appendix D presents the qualifications of the report preparer. Appendix E contains the Deed of Conservation Easement for the property.

GENERAL DESCRIPTION

The property occurs where the Cache la Poudre River historically formed a wide floodplain with an extensive gallery forest dominated by plains and narrowleaf cottonwood (*Populus deltoides* and *P. angustifolia*), sandbar willow (*Salix exigua*), and various understory herbaceous species. Aggregate mining within the floodplain, conversion of wetlands to agricultural and residential uses, the growth of urban centers, and creation of water storage reservoirs have changed the structural composition of the landscape. Topography on the property is generally flat with an elevation of about 4,700 feet. Based on weather data (1967-2005) from the Greeley UNC station, average annual precipitation in the area is about 14.04 inches and area temperatures range from an average low of 15.6°F in January to a average high of 89.5°F in July (WRCC 2013).

GEOGRAPHICAL SETTING

The 158-acre property is located about 4.3 miles northwest of the City of Greeley Municipal Center within unincorporated Weld County (Figure 1). The property is bounded by undeveloped lands to the east and west that are used for oil and gas production, commercial and agricultural land to the north, and agricultural and residential land to the south (Figure 2). The property is in the West ½ of Section 33, Township 6 North, Range 66 West of the 6th Principal Meridian in Weld County, Colorado (Figure 1). A legal description of the property is included in Appendix B.

Weld County's population was 252,825 in 2010, which represents a 39.7 percent increase in population from 2000 (DOLA 2012). The City of Greeley's population was 92,889 in 2010, which represents slightly more than a 17.5 percent increase in population from 2000 (City of Greeley 2012).

HISTORY OF THE CONSERVATION PROJECT

In 2011, the Great Outdoors Colorado Trust Fund created a statewide grant program, pursuant to which eligible entities could apply for river-based land acquisition and/or

developed recreation project grants (the “River Corridors Initiative”). Larimer County, the City of Greeley, the Town of Windsor, the Town of Timnath, and the City of Fort Collins submitted an application contemplating a number of projects along the Cache la Poudre River Corridor. The 158-acre Sheep Draw property is one of the land acquisition components submitted by the City of Greeley.

In the fall of 2013, the City of Greeley intends to convey to Larimer County and the Town of Windsor through a conservation easement the right to preserve and protect the conservation values of the property in perpetuity.

The Deed of Conservation Easement, which will preserve and protects in perpetuity the conservation values of the property, will be held by Larimer County and the Town of Windsor. Larimer County and the Town of Windsor will monitor the property on an annual basis. Larimer County and the Town of Windsor are governmental units and qualified organizations, as defined in §170(h)(1)(B) of the Internal Revenue Code.

Funding for the conservation project was provided through the Great Outdoors Colorado Trust Fund and City of Greeley.

SITE RESOURCES

This section documents in more detail the basic physical and ecological characteristics and conditions of the property, which directly support the conservation values.

GEOLOGY AND SOILS

Surface geology in the area is characterized by Quaternary-age deposits of dark gray humic sandy to gravelly alluvial deposits underlain by Cretaceous-age sandstone and shale of the Fox Hills Sandstone (Braddock and Cole 1978). The Natural Resources Conservation Service (NRCS) has mapped three individual soil types on the property. The description for each soil and its series below includes native vegetation typically found or uses that might be common on the soil type. Figure 4 shows the NRCS soil mapping for the property. All soil information was gathered from the USDA-NRCS Soil Series Description Query Facility (NRCS 2013).

Aquolls and Aquents, gravelly substratum

Aquolls and Aquents consist of poorly-drained, nearly level to moderately sloping soils on stream terraces. These soils formed in recent alluvium. Surface runoff is slow to medium, and the hazard of water erosion is slight to moderate. Typical native vegetation is dominantly alkali sacaton, western wheatgrass, switchgrass, and prairie cordgrass.

Bankard sandy loam, 0 to 3 percent slopes

The Bankard series consists of deep, well-drained to excessively drained soils that formed in stratified sandy alluvium. The hazard of water erosion is slight, while the hazard of soil blowing is high. The soil is subject to brief periods of flooding in spring and summer. Bankard soils are commonly used as rangeland. Typical native vegetation is switchgrass, Indiangrass, sand bluestem, and prairie sandreed.

Cascajo gravelly sandy loam, 5 to 20 percent slopes

The Cascajo series consists of deep, excessively drained soils that formed in very gravelly alluvium. Cascajo soils are on upland ridges and knobs. The hazard of water erosion is moderate to very high. The hazard of soil blowing is slight. Most areas of this

soil type are used as rangeland. A few areas are used as a source of gravel. Typical native vegetation includes blue grama, little bluestem, sideoats grama, and prairie sandreed.

HYDROLOGY

SURFACE HYDROLOGY

The property occurs within the Cache la Poudre River watershed. The Cache la Poudre River drains east from its headwaters in Rocky Mountain National Park, at 10,750 feet elevation, to join the South Platte River near Greeley at 4,590 feet elevation. The Poudre River drains 1,890 square miles of the Colorado Front Range and adjacent plains, and is one of the principal mountain tributaries of the South Platte River.

According to topographic information from the U.S. Geological Survey (USGS) 7.5-minute quadrangle map, surface water on the property flows toward the Cache la Poudre River and Sheep Draw, which cross through the northeast and southeast portions of the property, respectively (USGS 1980). Based on the topography and field observations, the expected flow direction of the uppermost ground water is to the east.

WETLANDS

Wetland areas occur primarily in association with the riparian area along the Cache la Poudre River, Sheep Draw, and other inundated areas on the property. These areas are shown in Figure 5 and described in more detail below.

VEGETATION

GENERAL VEGETATION DESCRIPTION

The property occurs within the Central Shortgrass Prairie Ecoregion in an area with uplands once dominated by shortgrass prairie, which is characterized by species such as, blue grama (*Chondrosum gracile*), sideoats grama (*Bouteloua curtipendula*), and little bluestem (*Schizachyrium scoparium*). Riparian and wetland areas in the Ecoregion are an important transition between upland and aquatic systems, and these physically dynamic areas provide high quality, biologically diverse plant communities and important wildlife habitat. The different communities are described below and shown in Figure 5.

The property consists of 158 +/- acres located along the Cache la Poudre River in western Weld County that has historically been used for agriculture. Vegetation communities on the property include approximately: 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 3 acres constructed wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands.

Wetland

Wetlands shown in Figure 5 are associated with an old oxbow of the river. These wetlands are dominated by common threesquare (*Schoenoplectus pungens*), scouringrush (*Equisetum* sp.), Torrey's rush (*Juncus torreyi*), and arctic rush (*Juncus arcticus*). Wetlands, which are not separately shown in Figure 5, are adjacent to and in association with the Cache la Poudre River. Sandbar willow (*Salix exigua*) shrublands usually occur

within 3 feet of the permanent water source, although they can also occur away from these areas in swales. Dense patches of sandbar willows occur around the open water areas along the river. In some areas, cattail (*Typha* spp.) communities ranging from monocultures, to a mixture of cattails, and common threesquare occur. These areas of these cattail communities occur in areas where soils are at least shallowly inundated throughout most of the growing season. A large wetland area occurs in association with an old oxbow of the river.

Constructed Wetland

A wetland was constructed on the north portion of the property, south of the Cache la Poudre River in 2004 and the material removed during the construction was piled up south of the wetland area. Vegetation includes sandbar willow, cattail, and common threesquare.

Riparian

The riparian area is largely a cottonwood gallery, which consists of bands of different aged plains cottonwoods that established along the margins of the Cache la Poudre River over time. These bands range from large trees greater than 1 foot in diameter at breast height (dbh) to young trees 6 to 12 inches. There are also scattered bands of juvenile trees (between 1 and 6 inches dbh). The cottonwood gallery includes individual Russian olive (*Elaeagnus angustifolia*) trees and sandbar willow shrubs. Common understory plant species include prairie cordgrass (*Spartina pectinata*), slender wheatgrass (*Elymus trachycaulus*), and foxtail barley (*Hordeum jubatum*). Drier areas support upland plants such as kochia (*Kochia scoparia*) and smooth brome (*Bromopsis inermis*).

Cottonwood Stand

The cottonwood stand areas are separate forest stands dominated by plains and narrowleaf cottonwood trees. These areas developed in similar fashion to the forested riparian community previously described, but are now isolated due to the changing nature of the river channel.

Saltgrass Meadow

The saltgrass meadow community covers most of the property. Although the community indicative dominant species such as saltgrass (*Distichlis stricta*) and alkali sacaton (*Sporobolus airoides*), it has been significantly altered. The area was likely used for livestock grazing and includes introduced pasture grasses such as smooth brome and crested wheatgrass (*Agropyron cristatum*). Some areas contained patches of native perennial cool season graminoids including western wheatgrass (*Pascopyrum smithii*) and green needlegrass (*Nassella viridula*). Additional areas contained large patches of noxious weeds and other weedy species as described below for the disturbed grassland.

Disturbed Grassland

Disturbed grasslands occur along the property roads, adjacent to the oil and gas wells, and in the northwest portion of the property. These areas are typically dominated by smooth brome, and introduced pasture grass and large infestations of cheatgrass (*Anisantha tectorum*). Noxious weeds include Canada thistle (*Cirsium arvense*), perennial pepperweed (*Lepidium latifolium*), and musk thistle (*Carduus nutans*), while annual weeds such as kochia (*Kochia scoparia*) and ragweed (*Ambrosia psilostachya*) are relatively abundant. Leafy spurge (*Euphorbia esula*) occurs throughout. Mesic soil conditions likely support the noxious weed infestation.

STATE NOXIOUS WEEDS

Five List B noxious weed species listed by the State occurs on the property (CDA 2013). List B noxious weed species are species for which the Commissioner of Agriculture, in consultation with the state noxious weed advisory committee, local governments, and other interested parties, develops and implements state noxious weed management plans designed to stop the continued spread of these species. Until a plan for a particular species is developed and implemented by rule, all persons are recommended to manage that species. List B Species that occur on the property and locations include:

- Canada thistle (*Cirsium arvense*). Canada thistle patches occur along the Cache la Poudre River, Sheep Draw, Greeley No. 3 Ditch, and in other moist areas on the property.
- Leafy spurge (*Euphorbia esula*). Leafy spurge is scattered throughout the property with some larger patches located on the west side.
- Perennial pepperweed (*Lepidium draba*). Monocultures of perennial pepperweed or whitetop occur within the saltgrass meadow and disturbed grassland.
- Musk thistle (*Carduus nutans*). Small patches and individual plants of musk thistle are associated with spoil piles located along the Greeley No. 3 Ditch.
- Russian olive (*Elaeagnus angustifolia*). Russian olive occurs within the riparian community and along the Greeley No. 3 Ditch.

Two List C noxious weed species listed by the State occurs on the property (CDA 2013). List C weed species are species for which the Commissioner of Agriculture, in consultation with the state noxious weed advisory committee, local governments, and other interested parties, will develop and implement state noxious weed management plans designed to support the efforts of local governing bodies to facilitate more effective integrated weed management on private and public lands. The goal of such plans will not be to stop the continued spread of these species but to provide additional education, research, and biological control resources to jurisdictions that choose to require management of List C species. List C Species that occur on the property and locations include:

- Cheatgrass (*Bromus tectorum*). Cheatgrass occurs throughout the property, especially where the buried high-pressure natural gas lines occur, in the disturbed grassland, and along the various roads on the property.
- Field bindweed (*Convolvulus arvensis*). Occurs throughout the property, especially in disturbed areas with full sun exposure.

FEDERALLY ENDANGERED, THREATENED, AND CANDIDATE PLANT SPECIES

Federally threatened and endangered plant species are protected under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). Significant adverse effects to a federally listed plant species or its habitat require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 or 10 of the Endangered Species Act. Candidate species are species not yet listed as threatened or endangered, but that may be listed in the future. The Service indicates that there are two threatened or endangered plant species with potential for occurrence in Weld County. The Ute-ladies'-tresses orchid (*Spiranthes diluvialis*) and Colorado Butterfly plant (*Gaura neomexicana*) are federally listed as threatened (Service 2013).

The Ute-ladies'-tresses orchid occurs at elevations below 6,500 feet in moist to wet alluvial meadows, flood plains of perennial streams, and around springs and lakes where the soil is seasonally saturated within 18 inches of the surface. Generally, the species occurs where the vegetative cover is relatively open and not overly dense or overgrazed. In Colorado, the Service requires surveys in areas of suitable habitat on the 100-year floodplain of the South Platte River, Fountain Creek and Yampa River and their perennial tributaries or in any area with suitable habitat in Boulder and Jefferson Counties. This orchid does not bloom until late July to early September (depending on the year) and timing of surveys must be synchronized with blooming. Because a perennial tributary to the South Platte River occurs on the property, it falls within the Service's guidelines for Ute-ladies'-tresses orchid surveys.

The Colorado butterfly plant is a short-lived perennial herb found in moist areas of floodplains. It occurs on subirrigated, alluvial soils on level or slightly sloping floodplains and drainage bottoms at elevations 5,000 to 6,400 feet. Colonies are often found in low depressions or along bends in wide, active, meandering stream channels that are periodically disturbed. The Colorado butterfly plant flowers from June to September and produces fruit from July to October. The Service has not established official survey guidelines for the Colorado butterfly plant. However, there is suitable habitat present within the property given natural drainage characterized by wetlands and the presence of an active floodplain within the property. Thus, the Colorado butterfly plant may occur on the property.

COLORADO NATURAL HERITAGE PROGRAM RARE PLANTS AND COMMUNITIES

The CNHP tracks several global or state critically imperiled (G1 or S1) or imperiled (G2 or S2) plants and plant communities that have potential to occur on the property. No rare plants or plant communities have been identified by the CNHP on the property.

WILDLIFE

The property supports a diversity of wildlife species. Mammals using the property include white-tailed and mule deer, coyote, jackrabbit, cottontail rabbit, and red fox. There is a black-tailed prairie dog colony on the west side of Sheep Draw. Several hundred species of migratory and resident birds are known from the region of Colorado where the property occurs. Readily-observed species (all observed during the site visit) include turkey vulture, red-tailed hawk, great blue heron, northern flicker, black-billed magpie, American robin, black-capped chickadee, and killdeer. Also during the site visit, several species of waterfowl and shorebirds were observed including: mallard, double-crested cormorant, cattle egret, great blue heron, common merganser, and American coot. The property is also within an identified winter concentration area and winter foraging area for bald eagle (Figure 6).

In the area near the property, the Cache la Poudre River still accommodates aquatic species such as the big mouth shiner, Johnny darter, plains topminnow. However, common carp and small mouth bass dominate. Stream alterations, habitat fragmentation caused by dam construction, irrigation dewatering, and the introduction of competitive nonnative fishes have led to a decline in native fish populations.

A list of potential wildlife species that may occur on the property was compiled from the Colorado Natural Diversity Information Sources (CPW 2013) and is provided in

Appendix C. The compilation is a list of the Weld County Species Level Occurrence and Abundance data available through Colorado Parks and Wildlife. Figure 6 presents a series of wildlife habitat maps for wildlife species that may be economically important, federally listed, state listed, or species of concern.

FEDERALLY ENDANGERED, THREATENED, AND CANDIDATE WILDLIFE SPECIES

Federally threatened and endangered wildlife species are protected under the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.). Significant adverse effects to a federally listed wildlife species or its habitat require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 or 10 of the Endangered Species Act.

Candidate species are species not yet listed as threatened or endangered, but that may be listed in the future.

The Service indicates that there are three threatened or endangered wildlife species with potential for occurrence in Weld County including: Mexican spotted owl, black-footed ferret, and Preble's meadow jumping mouse (Service 2013). Based on the site visit, the property does not contain suitable habitat for Mexican spotted owl.

In 2009, the Service in coordination with Colorado Parks and Wildlife block cleared all black-tailed prairie dog habitat in eastern Colorado after determining that the areas no longer contain any wild free-ranging black-footed ferrets. Block clearance means that activities within these areas that result in the removal of black-tailed prairie dogs and/or their habitat will no longer be required to meet the Service survey guidelines for black-footed ferrets, or undergo consultation under Section 7 of the ESA.

Suitable habitat for the Preble's meadow jumping mouse is present given the development of wetland vegetation and riparian shrubs in association with the riparian area along the Cache la Poudre River. Preble's meadow jumping mouse inhabits well-developed riparian habitat with adjacent, relatively undisturbed grassland communities, and a nearby water source. Well-developed riparian habitat includes a dense combination of grasses, forbs and shrubs; a taller shrub and tree canopy may be present. Preble's meadow jumping mouse has been found to regularly use uplands at least as far out as 100 meters beyond the 100-year flood plain. The property is outside an area designated by the Service as the Preble's meadow jumping mouse Denver metro block clearance zone. As such, individuals or agencies should coordinate with the Service prior to conducting activities in habitats that would be deemed to have the potential to support Preble's meadow jumping mouse.

CULTURAL

OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION FILE SEARCH

The Colorado Historical Society Office of Archaeology and Historic Preservation (OAHP) conducted a search of the Colorado Inventory of Cultural Resources database for the property. This database contains information on documented federal or state studies or findings regarding any cultural resources. According to the search, there are two sites located on the property (OAHP 2013). The Greeley No. 3 Ditch, which was the first of two canals constructed under the original plans of the Union Colonists, is officially eligible for the National Register of Historic Places. The Greeley No. 3 Ditch, is associated with the irrigation of the Union Colony lands, and more

importantly, with the development of the Colorado system of water rights. The Greeley No. 3 Ditch, as defined within the city limits, was designated in June 1997 on the Greeley Historic Register. OAHP also reported the presence of an archaeological site requiring additional data. Although no additional sites were identified through the OAHP search, other cultural or historic resources may occur on the property.

PREHISTORY AND HISTORY

Prior to settlement by European Americans, ungulates including bison and pronghorn grazed the grasses and traveled along the riparian corridor on the property. Native Americans, including the Arapaho, Comanche, Kiowa and Plains Apache hunted bison and other ungulates on Colorado's plains, while the Clovis culture and later Folsom man occupied the area approximately 10,000 years ago.

Europeans had occupied areas in eastern Colorado since the early 1800s. One of the first observers to describe the Cache la Poudre was explorer John C. Fremont, who in 1842 crossed the river near present-day Windsor. Soon after the explorers, fur trappers combed western waterways in search of beaver. While trading posts were established near neighboring rivers, no significant post was built near the Poudre, which suggests a scarcity of beaver.

Greeley, a fledgling town of 1,200, was founded in 1870 by members of a joint stock colonization company called the Union Colony of Colorado, organized by Nathan Meeker, agricultural editor of Horace Greeley's *New York Tribune*. Meeker visited Colorado Territory in October, 1869, and his observations on the people and places in the West were published in the *Tribune*. Meeker penned an appealing article, "A Western Colony" for the *Tribune's* December 14, 1869 edition, in which he encouraged literate and temperance individuals with high moral standards and money to join him in a colony venture in Colorado Territory. More than 3,000 individuals responded to his persuasive prose. Over 700 applicants were chosen as members, and a membership fee of \$155 was collected from everyone whose name appeared on the list of selected colonists. This money was used to purchase land west of the confluence of the South Platte and Cache la Poudre Rivers.

Greeley, with a population of 2,177 was incorporated as a city of the second class in 1886, and a mayor and board of aldermen elected. Streets, originally named after trees, and avenues, named for famous American men, were identified numerically in 1884, emulating the new "Philadelphia plan." Greeley's reputation as "The Garden Spot of the West" was further strengthened by a second boom in agriculture. A sugar factory was built in 1902, a starch factory in 1906, and the Kuner-Empson Canning Company in 1907. The sugar beet industry dramatically changed the ethnic complexion of the city as Germans-from-Russia and Japanese immigrants were recruited as "stoop" laborers.

During the period from 1910 to 1919, Greeley boasted two new ward schools, six new buildings at the college, and a number of clubs and cultural activities. With five beautiful new neo-classical buildings – the 1910-1911 Sterling Hotel and Theater, 1911 Elks Lodge, 1912 High School, 1914 Post Office and 1917 Weld County Courthouse – residents boasted that Greeley was the "Athens of the West."

Water for agriculture was a hot topic during the 1930s. The drought and Dust Bowl forced Greeley (population 12,202) and other northern Front Range towns to acknowledge the inevitability of wet and drought cycles and address water conservation.

Charles Hansen, editor and publisher of the *Greeley Tribune* along with Harry Farr and many local businessmen, farmers, ranchers, and citizens lobbied for regional and Congressional support for a solution. In 1937, the Colorado-Big Thompson Project was approved. Completed in 1957, this system of high mountain reservoirs and a trans-mountain water diversion tunnel ensures water for northern Front Range agricultural, urban, and industrial use, even in periods of drought.

Greeley's population had grown to 15,995 by 1940. As World War II was waged, 5,564 Greeley and Weld County men enlisted or were drafted. This created a labor shortage, so Mexican nationals were recruited through the Bracero ("strong arm") program between 1941 and 1945 as farm laborers. Two prisoner of war facilities opened in Greeley in 1943. The Horace Mann School at 11th Ave and 12th St. briefly housed Italian prisoners. German soldiers taken prisoners during General Rommel's African campaign, arrived on September 27, 1943 at Camp 202 located eight miles west of Greeley north of U.S. Highway 34. This camp housed 2,000 Germans until it closed in 1946. German POW's served as stoop laborers in local sugar beet, potato, onion, and cabbage fields.

In 1958, municipal government was reorganized under a home rule charter and became the first city in the nation to create a Department of Culture to coordinate the activities of the city's museum, library, and recreation and educational programs for adults. Greeley's population shot from 20,374 to 26,314 between 1950 and 1960. During the 1960s, the boundaries of the city expanded as new neighborhoods and shopping centers were built between 23rd and 35th Avenues, and 16th to 28th Streets.

In 1960, Greeley-Capitol Pack, Inc. opened as one of the most technologically advanced cattle and lamb slaughtering facilities in the nation and was considered the biggest industrial development in Greeley since the 1902 sugar factory. The 92,000 square foot plant cost \$2,000,000, employed about 300 people, and processed daily 600 cattle and 240 lambs, with weekly volume at \$1,000,000. The 1970s were marked by political activism, annexations, and more diversification in business and industry, and Greeley commemorated its Centennial, having grown from a town of 500 in 1870 to 38,902.

In 1980, Hewlett-Packard purchased land in west Greeley and announced plans to build a computer manufacturing plant. The City spent \$2,000,000 and extended utilities to the site. The building was started in April, 1982 and opened the following May with 500 employees. In 1989, Hewlett-Packard donated 70 acres to the City for Boomerang, an 18-hole municipal golf course, plus 20 acres for baseball fields. Since 1970, Greeley's population has doubled. Today, many of the city's family farms have been sold and commercial franchises built in their place. Where crops once grew, several computer manufacturing companies now stand.

ADDITIONAL RESOURCES

OPEN SPACE AND SCENIC

The property qualifies as open space because it has been preserved for the scenic enjoyment of the general public and yields a significant public benefit. The property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. Preservation of the property is compatible with the scenic and habitat values of the surrounding public lands and contributes to the efforts

associated with the Cache la Poudre River National Heritage Area “to provide for the interpretation... of the unique and significant contributions to our national heritage of cultural and historic lands, waterways and structures within the Heritage Area.”

RECREATION

The property contains a portion of the 21-mile Poudre River Trail, a 10-foot-wide pedestrian and bicycle trail with a concrete surface. The trail extends from Island Grove Regional Park in Greeley to Colorado Highway 392 in Windsor where it connects to the paved trail in Larimer County's River Bluff's Open Space. The Poudre River Trail was built through a cooperative effort between the City of Greeley, the Town of Windsor, and Weld County Colorado with grants from Great Outdoors Colorado, Colorado State Trails and North Front Range Metropolitan Planning Organization, with matching contributions from local foundations, individuals and businesses.

STATE BYWAY/SPECIAL DESIGNATIONS

The property is within the Cache la Poudre River Corridor National Heritage Area. Designated by Congress in 1996, the Cache la Poudre River Corridor Heritage Area extends for 45 miles and includes the lands within the 100-year flood plain of the Cache la Poudre River. It begins in Larimer County at the eastern edge of the Roosevelt National Forest and ends east of Greeley, 0.25 mile west of the confluence with the South Platte River.

LAND USE AND MANAGEMENT

HISTORICAL LAND USE AND MANAGEMENT

Historically, the property and surrounding area have been agricultural, undeveloped, rural residential, commercial, or used for oil and gas production. Recent stocking rates have been 88 cow/calf pairs plus a few horses and breeding bulls. There also have been waterfowl hunting leases and gravel mining options over the years (Axton Realty Consulting, Inc. 2012).

CURRENT LAND USE AND MANAGEMENT

The property is currently undeveloped and used for oil and gas production. According to the City of Greeley, the property is proposed for use for passive open space, for a connector for recreation trails protected by a conservation easement, and continued use for oil and gas production. In addition, the property could potentially be used as a wetland mitigation site (ERO 2013a).

ADJACENT LAND USE

The property is bounded by rural residential and undeveloped land on the west, North 59th Avenue on the east, agricultural land on the south, and agricultural land and the Greeley Trading Company bean plant on the north (Figure 3). Adjoining lands to the east and west are undeveloped and used for oil and gas production, commercial and agricultural land to the north, and agricultural and residential land to the south.

ZONING

According to Weld County, the property is zoned A (Agricultural). The A (Agricultural) Zone District is established to maintain and promote agriculture as an essential feature of Weld County. The A (Agricultural) Zone District is intended to provide areas for the conduct of agricultural activities and activities related to agriculture and agricultural production without the interference of other, incompatible land uses. The A (Agricultural) Zone District is also intended to provide areas for the conduct of uses by Special Review which have been determined to be more intense or to have a potentially greater impact than uses allowed by right. The A (Agricultural) Zone District regulations are established to promote the health, safety and general welfare of the present and future residents of Weld County (Weld County 2013). By special review, other uses such as gravel mining can also take place in the agricultural zone.

PROPERTY IMPROVEMENTS AND LEGAL CONSIDERATIONS

STRUCTURES, ROADS, OR OTHER IMPROVEMENTS ON THE PROPERTY

Residential or Agricultural Structures

There are no residential or agricultural structures on the property. There is evidence of an old arena or livestock pens in the northeast corner where there are still poles with high mast lights.

Roads

Access to the property is from North 59th Avenue. A gravel road in the southeast corner of the property provides access for the oil and gas well and for the adjoining Greeley No. 3 Ditch. Additional two-track roads include one that continues along the Greeley No. 3 Ditch; one that parallels North 59th Avenue on the east side of the property; and one that provides access to the oil well on the north side of the Cache la Poudre River (Figure 3).

Fencing

Barbed-wire fencing borders the property on all sides. Additional fencing occurs along the Poudre River Trial and around the constructed wetland.

Irrigation Ditches

The Greeley No. 3 Ditch flows along the south side of the property. The Greeley No. 3 Ditch was the first large-scale irrigation project constructed by the Union Colony. The purpose of the Greeley No. 3 Ditch was to supply Greeley with water.

Water Wells

According to water well records maintained by the Colorado Division of Water Resources (CDWR), historical ground water information from piezometers installed on the property by ERO in 2009 indicates that the depth to the uppermost ground water beneath the property and vicinity is generally less than 10 feet below ground surface (bgs) (CDWR 2013).

Oil and Gas Wells

According to Colorado Oil and Gas Conservation Commission (COGCC) records, there are three oil and gas wells located on the property (COGCC 2013). Table 1 lists oil and gas wells on the property and provides a summary of recorded incidences associated with the wells.

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Table 1. COGCC records summary for property wells.

| Well (Date Completed) | Incidences (Date) | Incident Description | Documented Resolution |
|-----------------------------------|--|--|---|
| Davis #33-8 (9/8/1993) | Recorded Spill (3/24/2010) | Release of unknown quantity of condensate water from ruptured flowline | Soil and ground water removed and disposed off-site; and ground water monitoring. COGCC granted closure on 7/27/2011. |
| W. Davis #1-33 (9/10/1983) | No incidents on record with COGCC (3/23/1999) | N/A | NA |
| Davis #3-10 Abandoned location | N/A | N/A | N/A |

HAZARDOUS WASTE AND DUMP SITES

There are no known hazardous waste sites on the property. Solid waste disposal consisting of scrap wood and metal, soil, and dredging spoils were observed in mounds along the north side of the Greeley No. 3 Ditch and along Sheep Draw on the property. Three televisions, one computer monitor, and two vacuum cleaners were observed on the ground along the north side of the Cache la Poudre River, near the Davis #33-8 oil and gas well operations area.

WATER RIGHTS

There are no formal ditch rights or irrigation wells on the property. Reportedly there is a small seep right from “Robert’s Seepage Ditch,” which includes two drainage tile lines which run into the southern portion of the property. These water rights are minimal and have little or no value other than sporadic irrigation of some of the pasture area.

MINERAL RIGHTS

Based on the title commitments memo for the property provided to ERO by the City of Greeley, the Davis Family (Windon H. Davis and Betsy L. Davis), the previous owner of the property, owns a one-half interest in all oil and gas and other minerals on the property. Details on the ownership of the remaining one-half interest in the subsurface minerals or details of the surface mineral rights are not specifically described in the title commitments (ERO 2013b). Because the title records do not specifically mention the surface mineral rights on the property, the surface mineral rights are presumed to be owned by the property owner, Weld County.

EASEMENTS AND RIGHTS-OF-WAY INFORMATION

The most significant easement on the property is the large natural gas pipeline which runs north and south through the central portion of the property by CIG (Figure 3). Other encroachments include the right-of-way for the Greeley No. 3 Ditch, overhead electrical and telephone and a City of Greeley sewer line, presumably serving the Boomerang and Poudre River Ranch areas. No potable water, sanitary sewer, natural gas, or electrical services are provided to the property.

GOVERNMENT POLICIES IN SUPPORT OF THE PRESERVATION OF THE PROPERTY

The purposes of the conservation easement are supported by the following clearly delineated governmental conservation policies:

- 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 State Board of the Great Outdoors Colorado Trust Fund (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.
- Colorado Revised Statutes §§ 38-30.5-101 to 38-30.5-111, providing for the establishment of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity...”
- The Colorado Wildlife and Parks and Outdoor Recreation Statutes, Colorado Revised Statutes §§ 33-1-101 to 33-1-121, 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.”
- The Colorado Wildlife and Parks and Outdoor Recreation Statutes, Colorado Revised Statutes §§ 33-2-101 to 33-2-106, which provide that “it is the policy of this state to manage all nongame wildlife, recognizing the private property rights of individual property owners, for human enjoyment and welfare, for scientific purposes, and to insure their perpetuation as members of ecosystems; that species or subspecies of wildlife indigenous to this state which may be found to be endangered or threatened within the state should be accorded protection in order to maintain and enhance their numbers to the extent possible; that this state should assist in the protection of species or subspecies of wildlife which are deemed to be endangered or threatened elsewhere [. .].”
- The Colorado Wildlife and Parks and Outdoor Recreation Statutes, Colorado Revised Statutes §§ 33-10-101 to 33-10-114, which provide 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.”
- The Colorado Department of Agriculture Statutes, Colorado Revised Statute §§ 35-3-102, which provides in part that “the soil resources and fertility of the land of this state, ...the prosperity of the farming population... and the waters of the rivers of this state... are matters affected with a public interest.”

- The Colorado Department of Agriculture Statutes, Colorado Revised Statute §§ 35-3-102, which provides in part that “the welfare of this state has been impaired and is in danger of being further impaired by destruction of its soil fertility, by uneconomic use and waste of its land, by exploitation and wasteful and unscientific use of its soil resources...”
- The Western Governors’ Association Policy Resolution 08-21, which supports “voluntary incentive-based methods for preserving open space, maintaining land and water for agricultural and timber production, wildlife and other values.”
- Preservation of the property is supported by a number of objectives and actions in the City of Greeley’s 2060 Comprehensive Plan (City of Greeley 2009). Applicable objectives and actions “demonstrate stewardship of natural resources to create a high quality of life and attractive community design which incorporates sustainability, preservation, and protection of important native wildlife and habitats.”

EN1 Resource Protection

- Objective A – Protect wildlife and natural habitats through attentive identification, mapping and regulation of such sensitive areas in concert with new and infill development projects.
 - Action 2 – Maintain and enhance the Poudre River Trail and Corridor for natural resource and habitat preservation as well as for educational use and enjoyment by the public in an appropriate manner.
 - Action 3 – Consider wildlife movement corridors in the location, design and development of urban uses in sensitive environmental areas to assure that native species can access habitats with minimal human interference.
 - Action 4 – Manage and control non-native vegetation to prevent invasive displacement of native species of plants and animals.
- Objective B – Encourage a growth pattern for the city that preserves unique and sensitive natural resources and areas.
 - Action 1 – Cooperate with other area jurisdictions to develop programs for the preservation of areas of environmental importance such as river corridors, gravel mining reclamation sites, scenic views, open space and community separator areas of mutual influence and significance.
- Objective C – Minimize impacts and hazards associated with flood plains and drainage ways.

EN2 Water Resources

- Objective B – Manage the system of ground water, surface water, and storm water in planning for future community needs that foster other complementary natural resource opportunities.
- Action 1 – Develop programs to protect and enhance area wetlands as a component of open space and natural habitat corridor preservation.

EN6 Community Environmental Education

- Objective A – Promote education of the public about issues of local and regional environmental concern.
- Objective B – Engage all citizens in the process of supporting the protection and improvement of the quality of the natural and built environment.
- Objective C – Protect open lands in strategic areas within and around the community in order to provide visual relief from the urban landscape, preserve “food sheds” and important vistas, and/or retain separation from other communities.

LU6 Land Use Characteristics – Public Land Uses

- Objective A – Preserve important areas recognized as environmentally significant.
- Objective B – Maximize the recreational and open space value of those areas reserved from development due to flood plain or storm drainage limitations.
- Objective C – Devise a deliberate strategy to secure and/or develop sensitive or important lands for their intended public purpose.

LU7 Land Use Characteristics – Agricultural, Open Space, Natural Areas, and Natural Resources.

- Objective A – Promote the harmonious co-existence with the natural environment and agricultural uses.
- Objective B – Preserve important vistas and locally significant natural areas.
- Objective C – Provide relief from the urban form.
- Action 1 – Utilize intergovernmental agreements to protect important natural areas, community entryways, significant agricultural areas, and open space in areas of common interest.
- Objective D – Secure arrangements with land owners, developers, farmers, and environmental interests to identify and protect areas of importance to assure their perpetual availability for future generations.

PR2 – Greenways, Open Space and Environmental Stewardship.

- Objective A – Develop greenways as linear corridors that permit public access and community connectivity.
 - Action 2 – Establish linkages with the Poudre River Trail from other area linear trail corridors, such as Sheep Draw.
- Objective B – Identify and secure open space areas as part of a comprehensive strategy to protect, preserve, and enhance natural areas and environmentally sensitive portions of the community.

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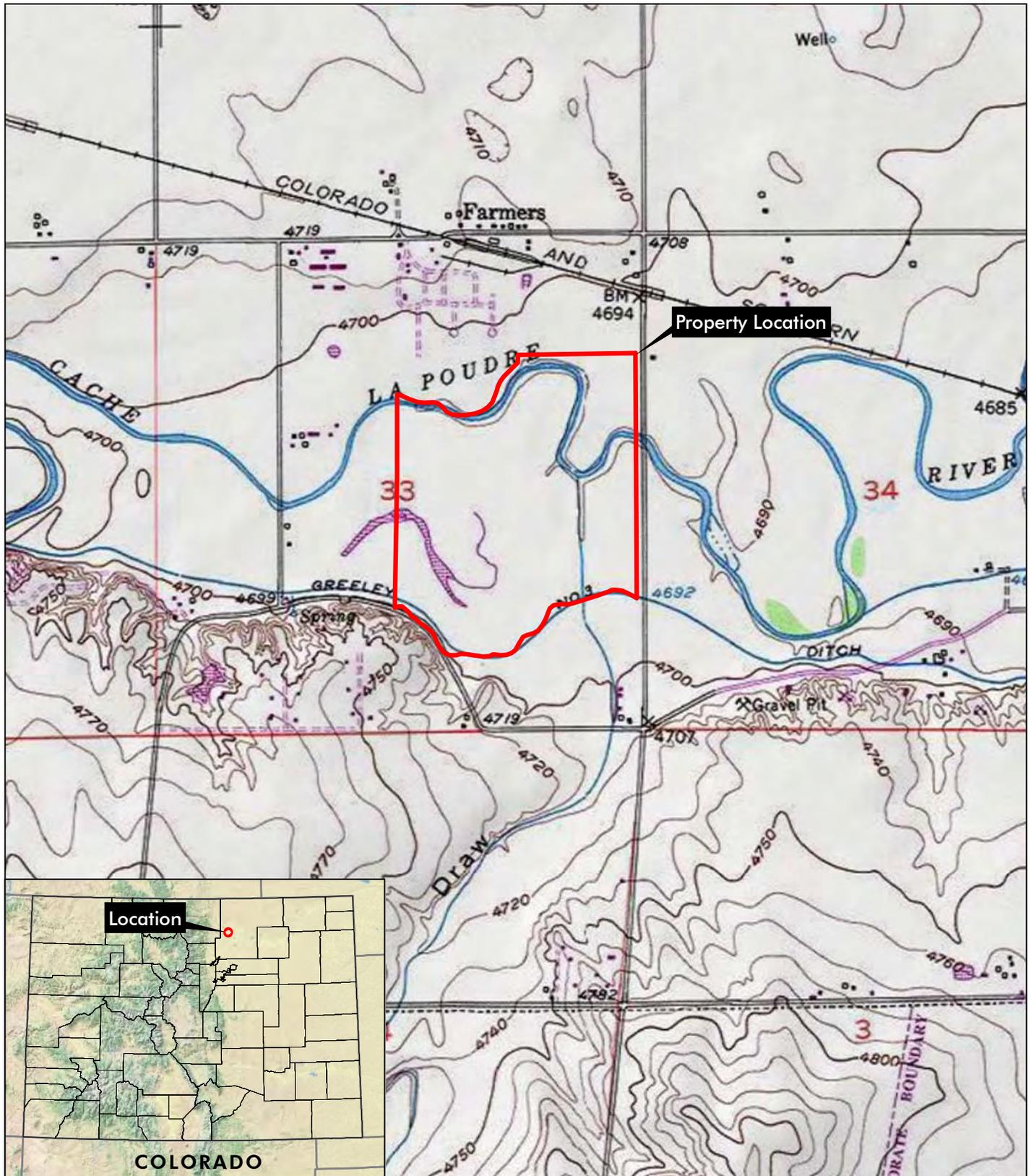
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FIGURES

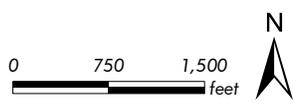


Sheep Draw Property Baseline Inventory

Section 33, T6N, R66W; 6th PM
 UTM NAD 83: Zone 13N; 518820mE, 4477080mN
 Latitude, Longitude: 40.444163°N, 104.778078°W
 USGS Bracewell, CO Quadrangle
 Weld County, Colorado

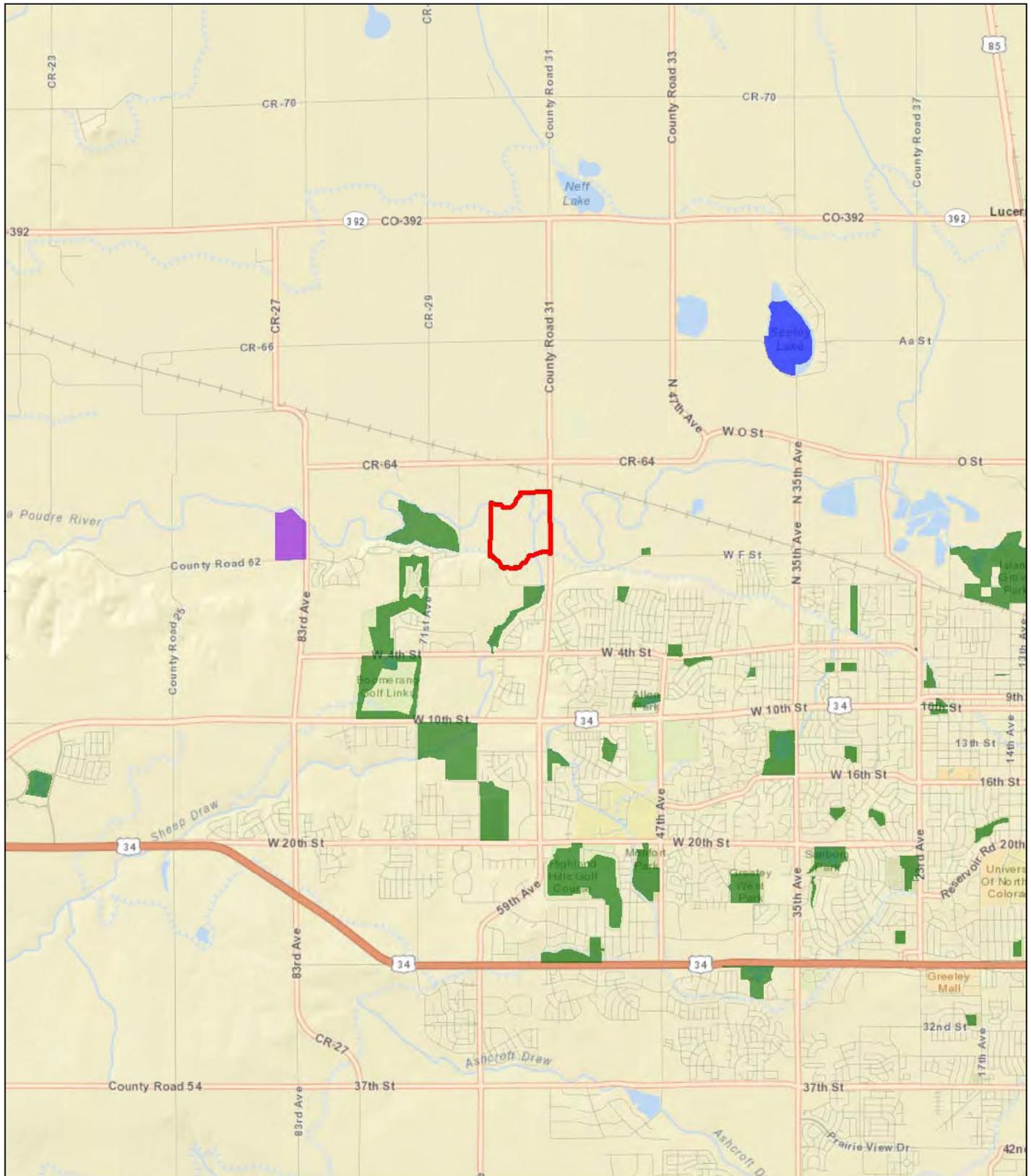
Information on this map is provided for purposes of discussion and visualization only.

**Figure 1
 Vicinity Map**



Prepared for: City of Greeley
 File: 5447 figure 1 Baseline.mxd [dH]
 June 2013



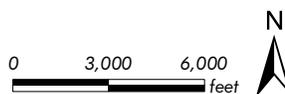


Sheep Draw Property Baseline Inventory

- Property boundary
- City of Greeley Parks Department
- City of Greeley
- State Wildlife Area

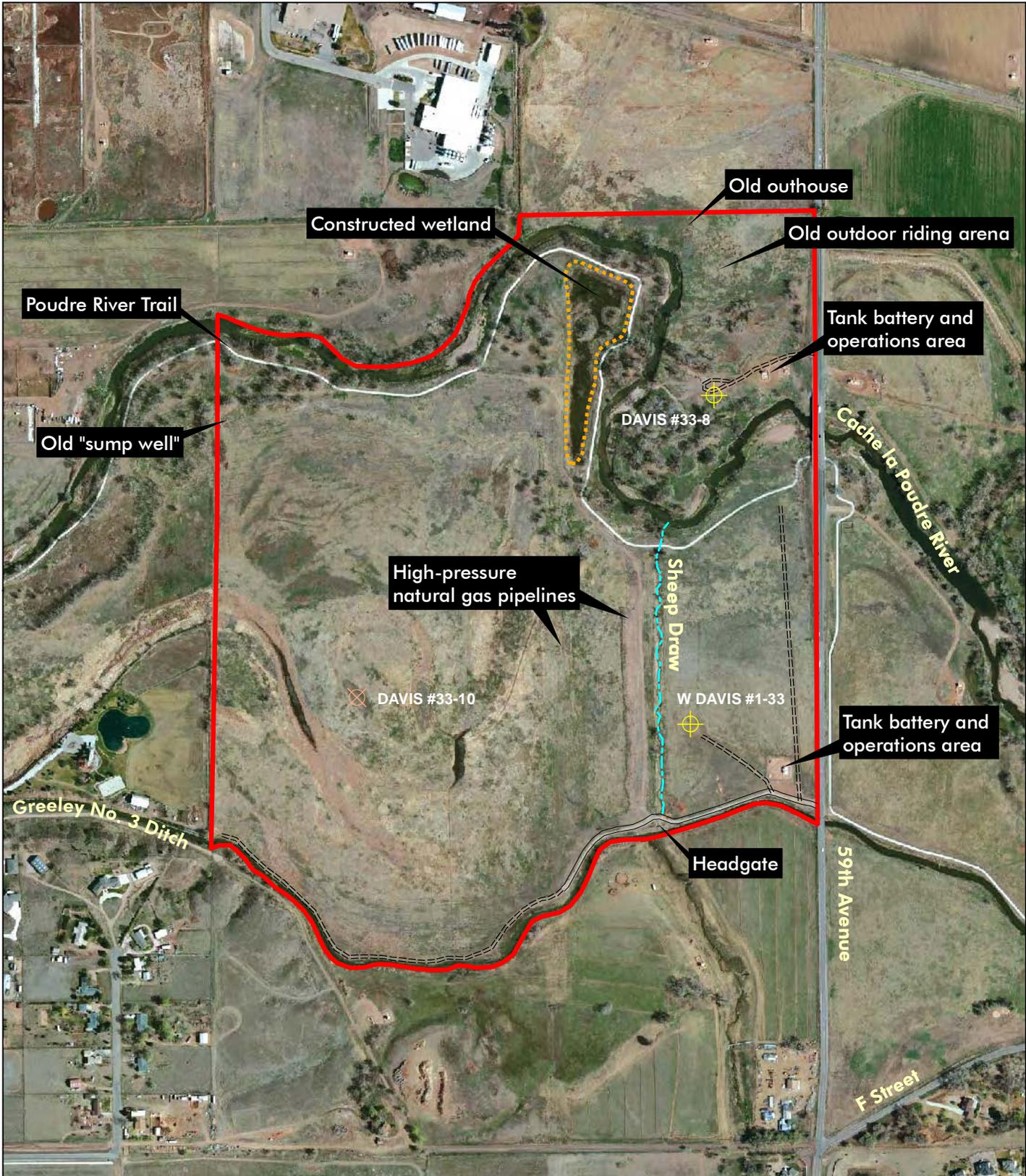
Information on this map is provided for purposes of discussion and visualization only.

Figure 2 Protected Lands



Prepared for: City of Greeley
File: 5447 figure 2 Baseline.mxd [dlH]
June 2013

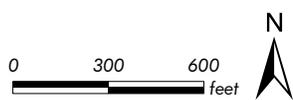




Sheep Draw Property Baseline Inventory

- Property boundary
- Constructed wetland
- Gravel road
- Two-track road
- X Abandoned well location
- + Producing oil and gas well

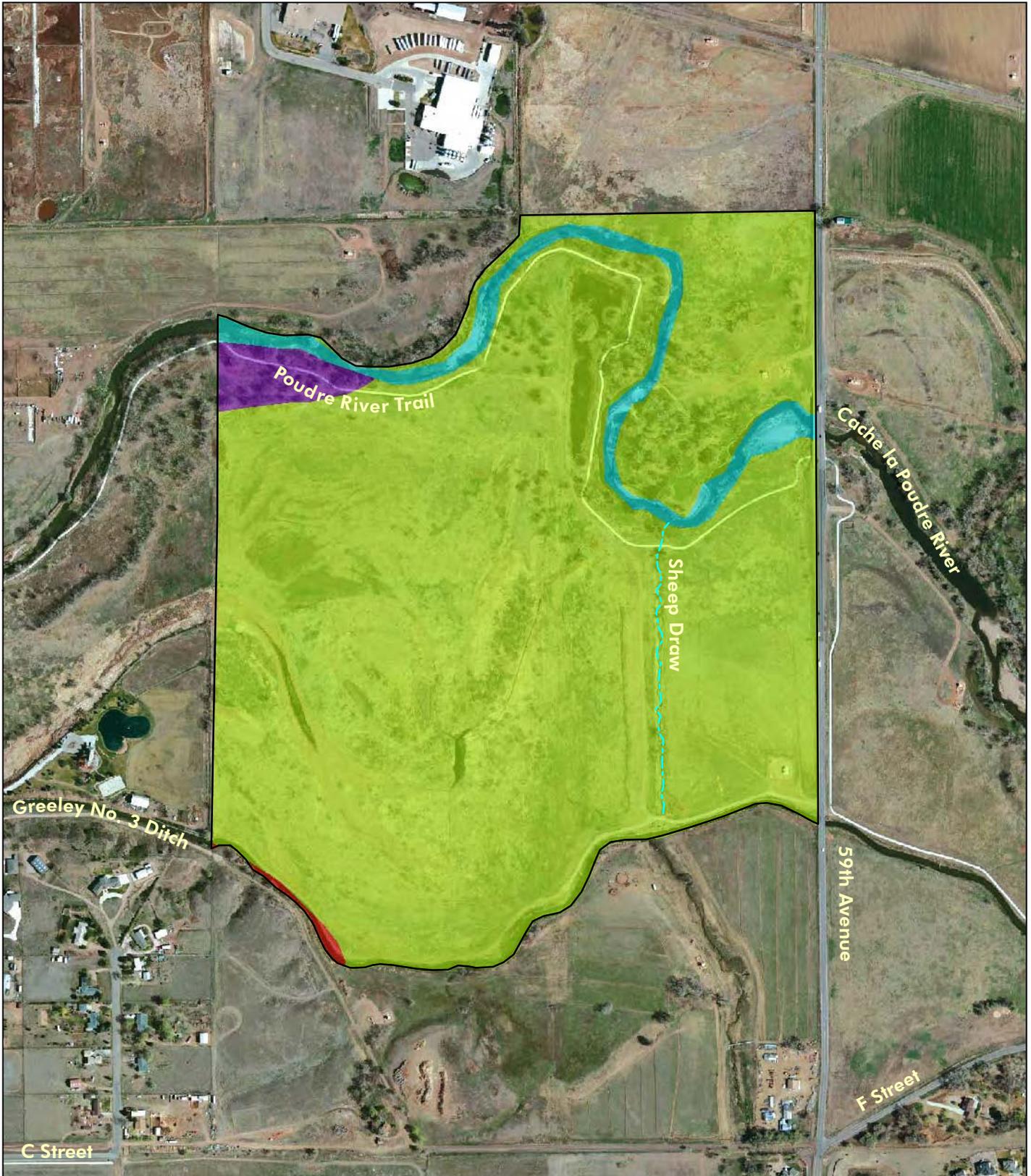
Information on this map is provided for purposes of discussion and visualization only.



**Figure 3
Property Features**

Prepared for: City of Greeley
File: 5447 figure 3 Baseline.mxd [dlH]
June 2013





Sheep Draw Property Baseline Inventory

-  Property boundary
-  Aquolls and Aquents, gravelly substratum
-  Bankard sandy loam, 0 to 3 percent slopes
-  Cascajo gravelly sandy loam, 5 to 20 percent slopes
-  Water

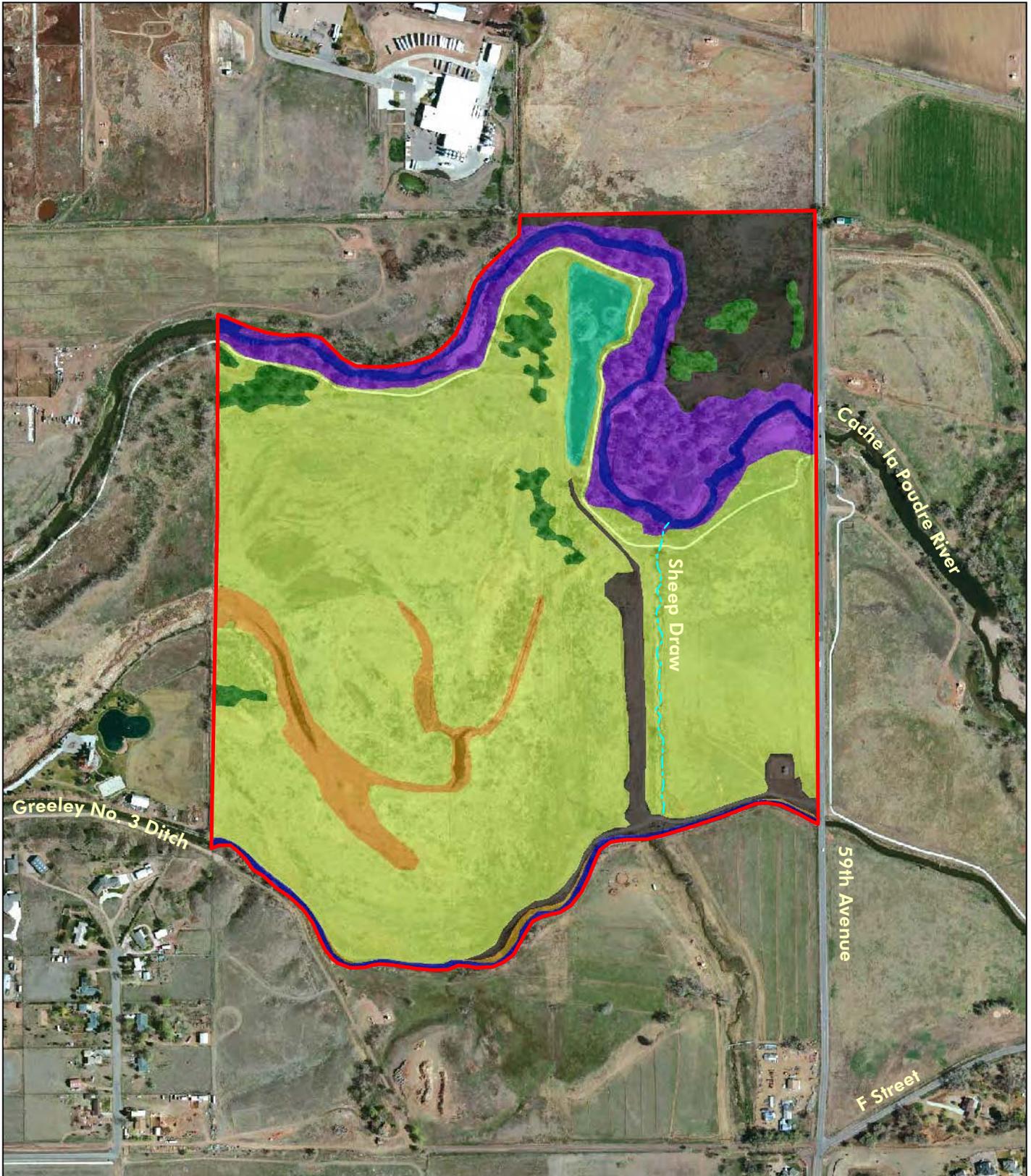
Information on this map is provided for purposes of discussion and visualization only.



**Figure 4
Soils**

Prepared for: City of Greeley
File: 5447 figure 4 Baseline.mxd [dlH]
June 2013





Sheep Draw Property Baseline Inventory

- Property boundary
- Wetland
- Constructed wetland
- Riparian
- Cottonwood stand
- Saltgrass meadow
- Disturbed grassland
- Open water

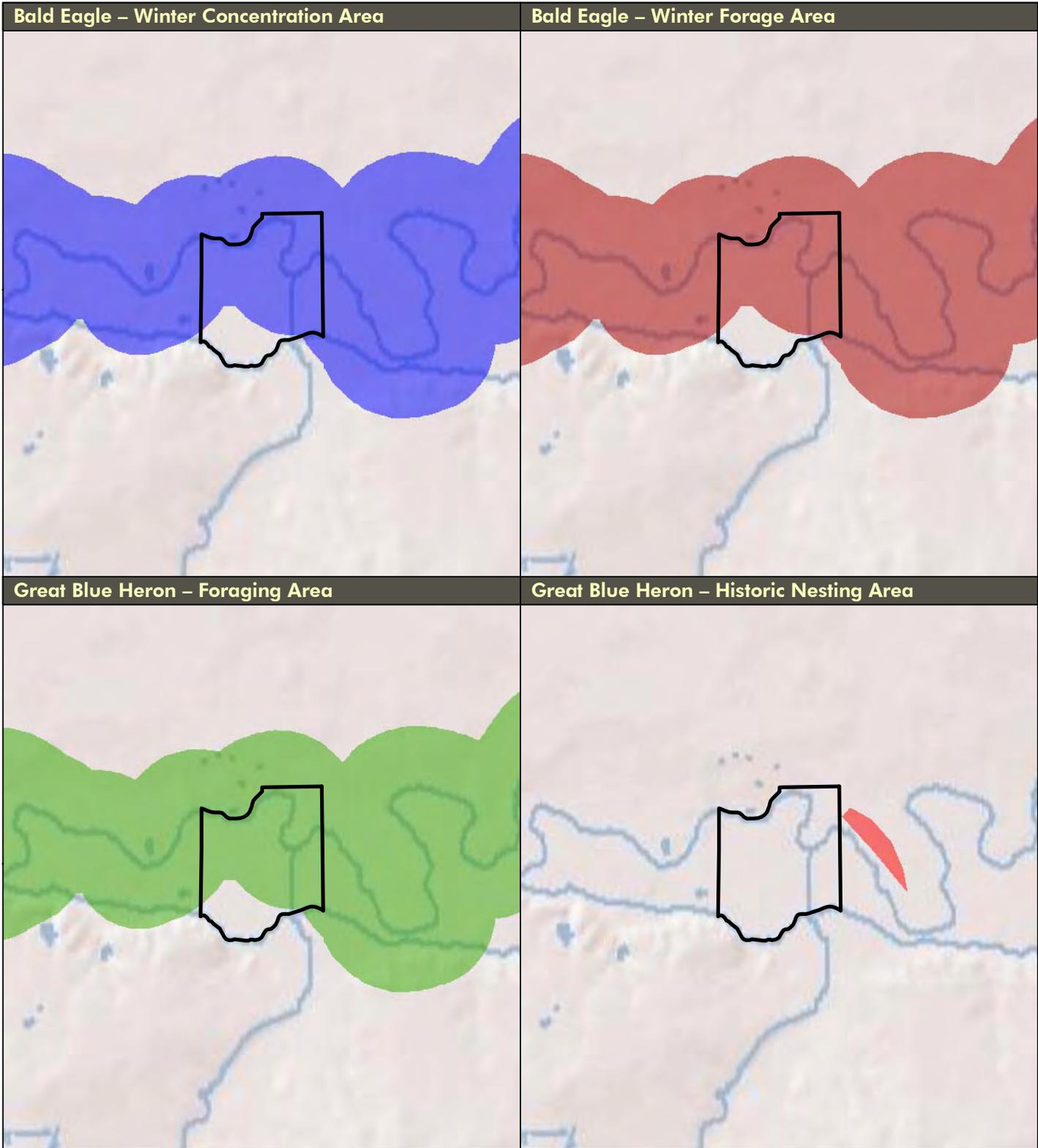
Information on this map is provided for purposes of discussion and visualization only.



**Figure 5
Vegetation**

Prepared for: City of Greeley
File: 5447 figure 4 Baseline.mxd [dlH]
June 2013

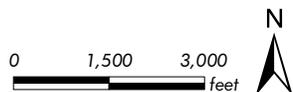




Sheep Draw Property Baseline Inventory

Information on this map is provided for purposes of discussion and visualization only.

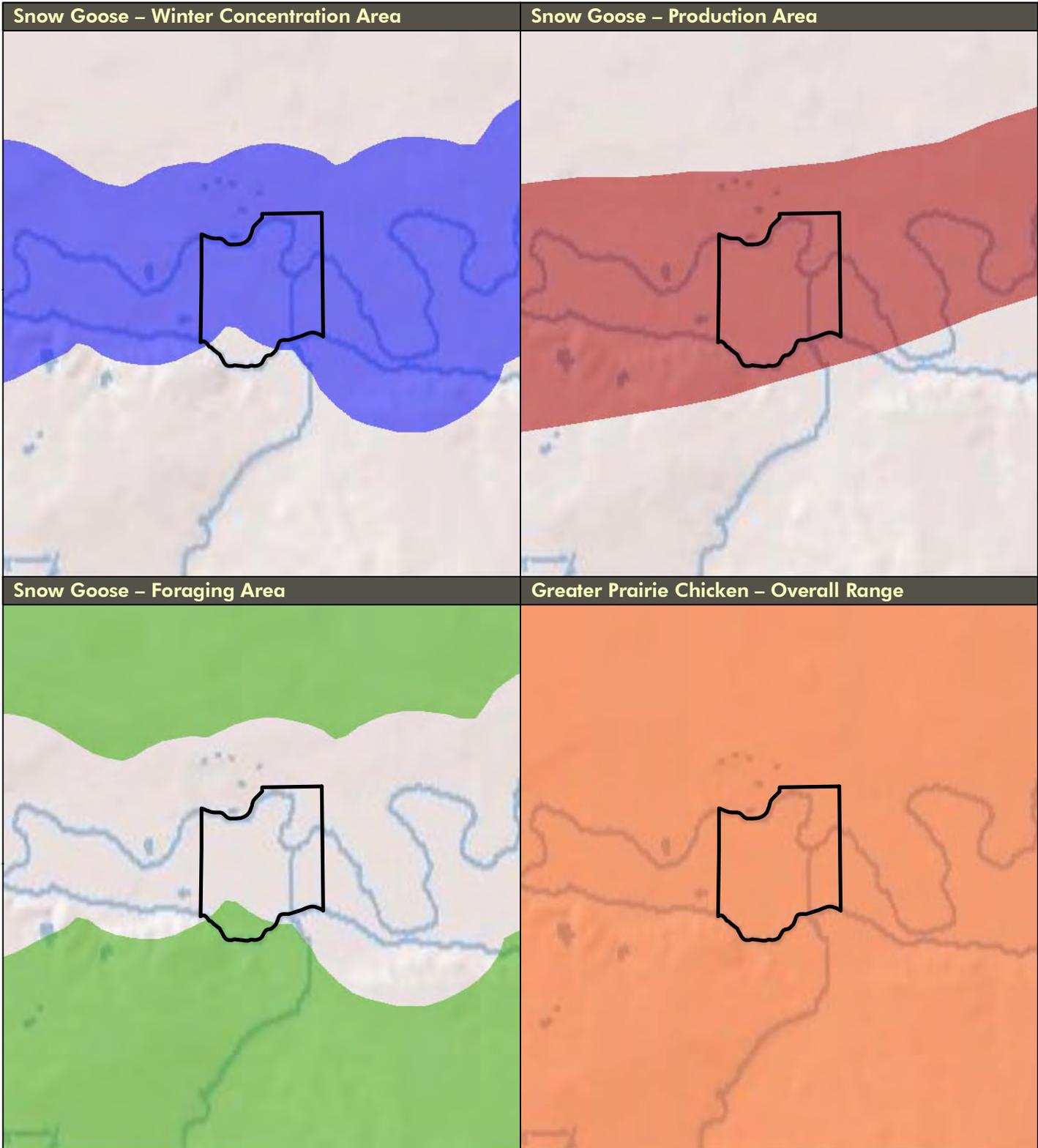
Habitat information:
National Diversity Information Source (NDIS)
Colorado Division of Wildlife



**Figure 6A
Wildlife Habitat**

Prepared for: City of Greeley
File: 5447 Figure 6A.mxd [dlH]
June 2013

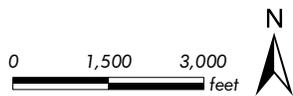




Sheep Draw Property Baseline Inventory

Information on this map is provided for purposes of discussion and visualization only.

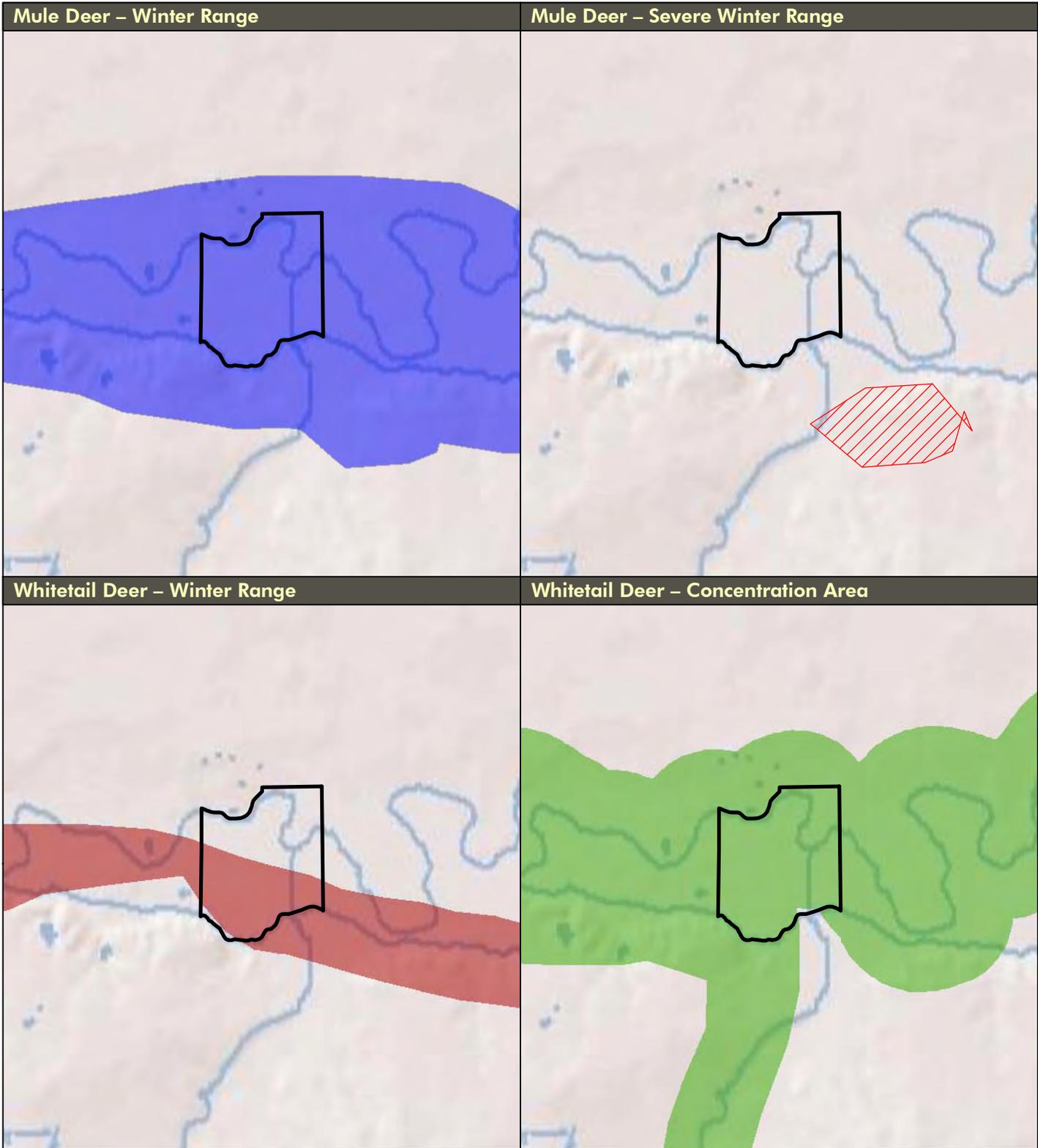
Habitat information:
National Diversity Information Source (NDIS)
Colorado Division of Wildlife



**Figure 6B
Wildlife Habitat**

Prepared for: City of Greeley
File: 5447 Figure 6A.mxd [dlH]
June 2013

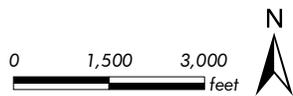




Sheep Draw Property Baseline Inventory

Information on this map is provided for purposes of discussion and visualization only.

Habitat information:
National Diversity Information Source (NDIS)
Colorado Division of Wildlife



**Figure 6C
Wildlife Habitat**

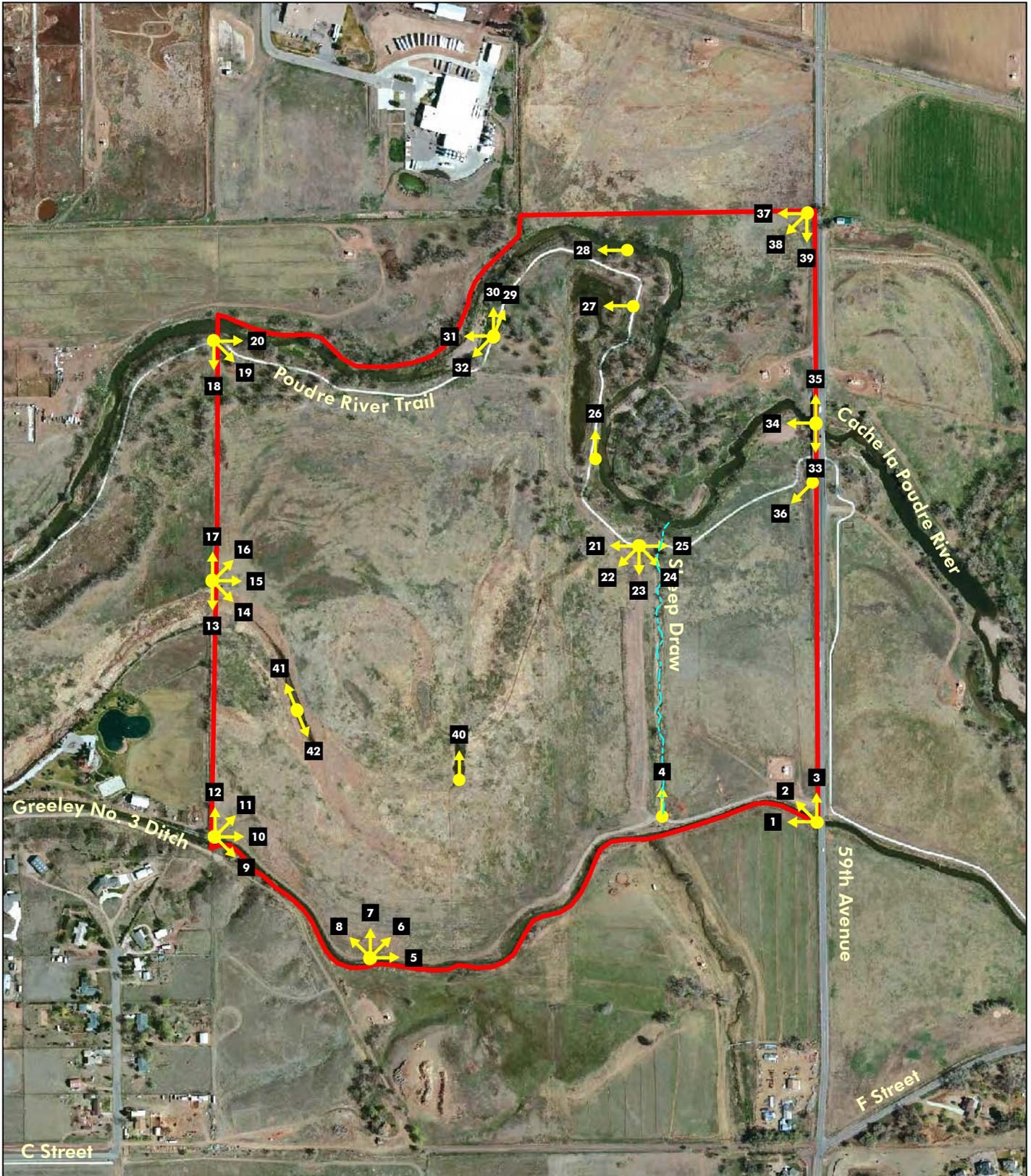
Prepared for: City of Greeley
File: 5447 Figure 6C.mxd [dlH]
June 2013



APPENDIX A
PHOTO POINT MAP AND DOCUMENTATION

Sheep Draw Property
Baseline Inventory Report
Photo Point Documentation GPS Coordinates (UTM NAD 83)
July 10, 2013

| Photo | X | Y |
|----------------|----------------|----------------|
| 01 – 03 | 519211.3225320 | 4476763.98450 |
| 04 | 519007.339898 | 4476771.345124 |
| 05 - 08 | 518620.570538 | 4476584.338601 |
| 09 – 12 | 518415.528936 | 4476744.781008 |
| 13 – 17 | 518412.493941 | 4477082.43408 |
| 18 – 20 | 518414.258943 | 4477399.342204 |
| 21 – 25 | 518976.666642 | 4477128.796985 |
| 26 | 518918.707486 | 4477244.533961 |
| 27 | 518968.232025 | 4477445.568568 |
| 28 | 518960.32751 | 4477519.696328 |
| 29 – 32 | 518783.636401 | 4477405.698458 |
| 33 – 35 | 519210.564794 | 4477290.897695 |
| 36 | 519205.338418 | 4477212.518541 |
| 37 – 39 | 519198.914292 | 4477568.256013 |
| 40 | 518738.629932 | 4476820.28493 |
| 41 – 42 | 518524.00000 | 4476912.00000 |



Sheep Draw Property Baseline Inventory

- Property boundary
- ↑ 10 Photo points

Information on this map is provided for purposes of discussion and visualization only.

**Appendix A
Photo Points**



Prepared for: City of Greeley
File: 5447 Appendix A Baseline.mxd [dlH]
July 2013



**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 1 - View east of Greeley No. 3 Ditch along south side of property from 59th Avenue.



Photo 2 - View northwest across property from 59th Avenue.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 3 - View north along east side of property and 59th Avenue.



Photo 4 - View north of Sheep Draw.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 5 - View east along Greeley No. 3 Ditch and south side of property.



Photo 6 - View northeast across property from south side.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 7 - View north across property from south side.



Photo 8 - View northwest across property from south side.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 9 - View southeast along south side of property from southwest corner of property.



Photo 10 - View east across property from southwest corner of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 11 - View northeast across property from southwest corner of property.



Photo 12 - View north along west side of property from southwest corner of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 13 - View south along west side of property from north side of old river oxbow.



Photo 14 - View southeast of old river oxbow from west side.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 15 - View east across property from north side of old river oxbow.



Photo 16 - View northeast across property from north side of old river oxbow.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 17 - View north along west side of property from north side of old river oxbow.



Photo 18 - View south along west side of property from Poudre River Trail.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 19 - View east along Poudre River Trail on north side of property.



Photo 20 - View northeast of Cache la Poudre River corridor along north side of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 21 - View west across central portion of property.



Photo 22 - View southwest across central portion of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 23 - View south of road along Sheep Draw in central portion of property.



Photo 24 - View southeast across Sheep Draw.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 25 - View east along Poudre River Trail at Sheep Draw crossing.



Photo 26 - View north along Cache la Poudre River corridor.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 27 - View west across constructed wetland adjacent to Poudre River Trail.



Photo 28 - View west along Cache la Poudre River corridor on north side of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 29 - View northeast along Poudre River Trail.



Photo 30 - View north across Cache la Poudre River corridor.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 31 - View west along Cache la Poudre River corridor.



Photo 32 - View southwest along Poudre River Trail.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 33 - View south along east side of property at Cache la Poudre River.



Photo 34 - View west of Cache la Poudre River from 59th Avenue.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 35 - View north along east side of property at Cache la Poudre River.



Photo 36 - View southwest of Poudre River Trail and across property from 59th Avenue.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 37 - View west along north side of property from northeast corner of property.



Photo 38 - View southwest across property from northeast corner of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 39 - View south along east side of property from northeast corner of property



Photo 40 - View north across wetland in south central portion of property.

**SHEEP DRAW PROPERTY BASELINE INVENTORY
PHOTO POINT DOCUMENTATION
JULY 10, 2013**



Photo 41 - View northwest across wetland in southwest portion of property.



Photo 42 - View southeast across wetland in southwest portion of property.

APPENDIX B
PROPERTY LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33 AND ASSUMING THE EAST LINE OF THE SE1/4 OF SAID SECTION 33 AS BEARING SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 2691.25 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1285.58 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 198.82 FEET;

THENCE NORTH 83 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 63.87 FEET;

THENCE SOUTH 73 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 110.57 FEET;

THENCE SOUTH 68 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 168.01 FEET;

THENCE SOUTH 84 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 48.92 FEET;

THENCE SOUTH 74 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 208.77 FEET;

THENCE SOUTH 85 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 58.54 FEET TO THE

NORTH LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 33; THENCE- SOUTH 89 DEGREES 21 MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID SE1/4SE1/4 A DISTANCE OF 125.87 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND AS RECORDED IN BOOK 87 AT PAGE 119 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR);

THENCE ALONG THE NORTHWESTERLY AND WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCES:

THENCE SOUTH 46 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 85.07 FEET;

THENCE SOUTH 21 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 130.91 FEET;

THENCE SOUTH 34 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 99.83 FEET;

THENCE SOUTH 50 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 28.54 FEET;

THENCE SOUTH 64 DEGREES 12 MINUTES 59 SECONDS WEST A DISTANCE OF 132.69 FEET;

THENCE SOUTH 34 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 129.28 FEET TO THE WEST LINE OF SAID SE1/4SE1/4;

THENCE SOUTH 00 DEGREES 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 31.88 FEET;

THENCE SOUTH 47 DEGREES 02 MINUTES 14 SECONDS WEST A DISTANCE OF 81.43 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 48 SECONDS WEST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 07 SECONDS WEST A DISTANCE OF 98.91 FEET;

THENCE SOUTH 82 DEGREES 31 MINUTES 43 SECONDS WEST A DISTANCE OF 81.73 FEET;

THENCE SOUTH 79 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 55.39 FEET;

THENCE NORTH 79 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 151.29 FEET;

THENCE SOUTH 88 DEGREES 43 MINUTES 45 SECONDS WEST A DISTANCE OF 93.89 FEET;

THENCE NORTH 86 DEGREES 13 MINUTES 45 SECONDS WEST A DISTANCE OF 109.82 FEET;

THENCE NORTH 57 DEGREES 59 MINUTES 06 SECONDS WEST A DISTANCE OF 35.88 FEET;

THENCE NORTH 43 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 43.07 FEET;

THENCE NORTH 27 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 168.18 FEET;

THENCE NORTH 35 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 48.61 FEET;

THENCE NORTH 49 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 84.62 FEET;

THENCE NORTH 52 DEGREES 53 MINUTES 31 SECONDS WEST A DISTANCE OF 59.95 FEET;

THENCE NORTH 51 DEGREES 49 MINUTES 36 SECONDS WEST A DISTANCE OF 127.58 FEET;

THENCE NORTH 41 DEGREES 14 MINUTES 47 SECONDS WEST A DISTANCE OF 70.71 FEET;
THENCE NORTH 49 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 38.60 FEET;
THENCE NORTH 75 DEGREES 53 MINUTES 29 SECONDS WEST A DISTANCE OF 118.00 FEET TO THE WEST LINE OF SAID SE 1/4;
THENCE NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1340.18 FEET TO THE CENTER QUARTER CORNER;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG THE WEST OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 33, A DISTANCE OF 949.70 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND AS RECORDED NOVEMBER 17, 1929 IN BOOK 861 AT PAGE 245 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 7 COURSES AND DISTANCES:
THENCE SOUTH 86 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 372.00 FEET;
THENCE SOUTH 62 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 325.00 FEET;
THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET;
THENCE NORTH 68 DEGREES 22 MINUTES 14 SECONDS EAST, A DISTANCE OF 208.00 FEET;
THENCE NORTH 42 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 112.00 FEET;
THENCE NORTH 27 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 280.00 FEET;
THENCE NORTH 51 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.63 FEET TO THE EAST LINE OF SAID SW1/4 NE1/4;
THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE A DISTANCE OF 22.15 FEET;
THENCE NORTH 45 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.67 FEET;
THENCE NORTH 63 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 160.13 FEET;
THENCE NORTH 89 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 69 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 100.49 FEET;
THENCE SOUTH 82 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 137.65 FEET;
THENCE SOUTH 68 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 165.91 FEET;
THENCE SOUTH 28 DEGREES 52 MINUTES 32 SECONDS EAST, A DISTANCE OF 43.94 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 64.33 FEET;
THENCE SOUTH 13 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 324.59 FEET;
THENCE SOUTH 19 DEGREES 34 MINUTES 19 SECONDS WEST, A DISTANCE OF 161.03 FEET;
THENCE SOUTH 50 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.36 FEET;
THENCE SOUTH 13 DEGREES 02 MINUTES 26 SECONDS WEST, A DISTANCE OF 216.42 FEET;
THENCE SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 72.67 FEET;
THENCE SOUTH 53 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 186.22 FEET;
THENCE SOUTH 48 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.79 FEET;
THENCE SOUTH 70 DEGREES 38 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 76 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.20 FEET;
THENCE NORTH 37 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.14 FEET;
THENCE NORTH 43 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.70 FEET;
THENCE NORTH 27 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 164.81 FEET;
THENCE NORTH 39 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 35.09 FEET;
THENCE NORTH 43 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 170.63 FEET;
THENCE NORTH 63 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 54 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 51.90 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY LINE OF THE AFORESAID

PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCE:

**THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 324.96 FEET;
THENCE SOUTH 07 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 413.30 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 254.59 FEET;
THENCE NORTH 89 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.12 FEET TO THE
WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 31, ALSO BEING THE WESTERLY
RIGHT-OF-WAY LINE OF 59TH AVENUE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINES BY THE FOLLOWING 2 COURSES AND
DISTANCE:**

**THENCE NORTH 00 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 502.42 FEET;
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 433.60 FEET;
THENCE SOUTH 63 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 33.45 FEET TO THE
EAST LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 33;**

**THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID
SE1/4 NE1/4 A DISTANCE OF 418.79 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY
DEED RECORDED IN BOOK 87 AT PAGE 119.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED
RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS
RECEPTION NO. 2517822.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED BY DEED RECORDED IN BOOK
163 AT PAGE 486.**

PARCEL 2:

**A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 NE1/4 AND ASSUMING THE EAST LINE OF
SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS
DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS
CONTAINED HEREIN RELATIVE THERETO;**

**THENCE SOUTH 88 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID
SE1/4 NE1/4 TO THE NORTHWEST CORNER OF THAT
PARCEL OF LAND AS RECORDED OCTOBER 29, 1998 IN BOOK 1574 AS RECEPTION NO. 2517822 OF
THE RECORDS OF THE WELD COUNTY CLERK AND
RECORDER CCR), SAID POINT BEING THE TRUE POINT OF BEGINNING:**

**THENCE ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE
FOLLOWING 4 COURSES AND DISTANCES:**

**THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 199.62 FEET;
THENCE SOUTH 04 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 378.49 FEET;
THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 299.28 FEET;
THENCE NORTH 54 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.90 FEET;
THENCE SOUTH 63 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 43 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 170.63 FEET;
THENCE SOUTH 39 DEGREES 43 MINUTES 50 SECONDS WEST, A DISTANCE OF 35.09 FEET;
THENCE SOUTH 27 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 164.81 FEET;
THENCE SOUTH 43 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 135.70 FEET;
THENCE SOUTH 37 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 75.14 FEET;
THENCE SOUTH 76 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 63.20 FEET;**

THENCE NORTH 70 DEGREES 38 MINUTES 59 SECONDS WEST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 48 DEGREES 59 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.79 FEET;
THENCE NORTH 53 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 186.22 FEET;
THENCE NORTH 03 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 72.67 FEET;
THENCE NORTH 13 DEGREES 02 MINUTES 26 SECONDS EAST, A DISTANCE OF 216.42 FEET;
THENCE NORTH 50 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 131.36 FEET;
THENCE NORTH 19 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 161.03 FEET;
THENCE NORTH 13 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 324.59 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 64.33 FEET;
THENCE NORTH 28 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 43.94 FEET;
THENCE NORTH 68 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.91 FEET;
THENCE NORTH 82 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 137.65 FEET;
THENCE NORTH 69 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE E OF 100.49 FEET;
THENCE SOUTH 89 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 63 DEGREES 50 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.13 FEET;
THENCE SOUTH 45 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE WEST LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 150.20 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, A DISTANCE OF 1270.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN. COUNTY OF WELD. STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4NE 1/4 AND ASSUMING THE EAST LINE OF SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 945.17 FEET;
THENCE NORTH 63 DEGREES 37 MINUTES 04 SECONDS WEST A DISTANCE OF 33.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD NO 31, ALSO BEING 59TH AVENUE, AND BEING ON THE EASTERLY LINE OF THE PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR),
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID RIGHT OF WAY LINES AND ALSO BEING THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND A DISTANCE OF 929.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID PARCEL OF LAND AND BEING THE NORTH LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY DEED IN BOOK 87 AT PAGE 119.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822.

APPENDIX C
WILDLIFE SPECIES
 (Species that may occur on the property)

| Common Name | Scientific Name |
|---------------------------|----------------------------------|
| AMPHIBIANS | |
| Bullfrog | <i>Rana catesbeiana</i> |
| Great plains toad | <i>Bufo cognatus</i> |
| Northern leopard frog | <i>Rana pipiens</i> |
| Plains spadefoot | <i>Spea bombifrons</i> |
| Tiger salamander | <i>Ambystoma tigrinum</i> |
| Western chorus frog | <i>Pseudacris triseriata</i> |
| Woodhouse's toad | <i>Bufo woodhousii</i> |
| BIRDS | |
| American avocet | <i>Recurvirostra americana</i> |
| American bittern | <i>Botaurus lentiginosus</i> |
| American coot | <i>Fulica americana</i> |
| American crow | <i>Corvus brachyrhynchos</i> |
| American goldfinch | <i>Carduelis tristis</i> |
| American kestrel | <i>Falco sparverius</i> |
| American redstart | <i>Setophaga ruticilla</i> |
| American robin | <i>Turdus migratorius</i> |
| American tree sparrow | <i>Spizella arborea</i> |
| American white pelican | <i>Pelecanus erythrorhynchos</i> |
| American wigeon | <i>Anas americana</i> |
| Baird's sandpiper | <i>Calidris bairdii</i> |
| Bald eagle | <i>Haliaeetus leucocephalus</i> |
| Baltimore oriole | <i>Icterus galbula</i> |
| Bank swallow | <i>Riparia riparia</i> |
| Barn swallow | <i>Hirundo rustica</i> |
| Bell's vireo | <i>Vireo bellii</i> |
| Belted kingfisher | <i>Ceryle alcyon</i> |
| Black-billed magpie | <i>Pica pica</i> |
| Black-capped chickadee | <i>Poecile atricapillus</i> |
| Black-crowned night heron | <i>Nycticorax nycticorax</i> |
| Black-necked stilt | <i>Himantopus mexicanus</i> |
| Blue grosbeak | <i>Guiraca caerulea</i> |
| Blue jay | <i>Cyanocitta cristata</i> |
| Blue-winged teal | <i>Anas discors</i> |
| Brewer's sparrow | <i>Spizella breweri</i> |

| Common Name | Scientific Name |
|--------------------------|---------------------------------|
| Brown thrasher | <i>Toxostoma rufum</i> |
| Brown-headed cowbird | <i>Molothrus ater</i> |
| Bufflehead | <i>Bucephala albeola</i> |
| Bullock's oriole | <i>Icterus bullockii</i> |
| Canada goose | <i>Branta canadensis</i> |
| Canvasback | <i>Aythya valisineria</i> |
| Cassin's kingbird | <i>Tyrannus vociferans</i> |
| Cassin's sparrow | <i>Aimophila cassinii</i> |
| Cedar waxwing | <i>Bombycilla cedrorum</i> |
| Chimney swift | <i>Chaetura pelagica</i> |
| Chipping sparrow | <i>Spizella passerina</i> |
| Clay-colored sparrow | <i>Spizella pallida</i> |
| Cinnamon teal | <i>Anas cyanoptera</i> |
| Clark's grebe | <i>Aechmophorus clarkii</i> |
| Cliff swallow | <i>Petrochelidon pyrrhonota</i> |
| Common grackle | <i>Quiscalus quiscula</i> |
| Common nighthawk | <i>Chordeiles minor</i> |
| Common merganser | <i>Mergus merganser</i> |
| Common redpoll | <i>Carduelis flammea</i> |
| Common snipe | <i>Gallinago gallinago</i> |
| Cooper's hawk | <i>Accipiter cooperii</i> |
| Dark-eyed junco | <i>Junco hyemalis</i> |
| Double-crested cormorant | <i>Phalacrocorax auritus</i> |
| Downy woodpecker | <i>Picoides pubescens</i> |
| Eastern bluebird | <i>Sialia sialis</i> |
| Eastern kingbird | <i>Tyrannus tyrannus</i> |
| Eastern screech owl | <i>Otus asio</i> |
| European starling | <i>Sturnus vulgaris</i> |
| Ferruginous hawk | <i>Buteo regalis</i> |
| Field sparrow | <i>Spizella pusilla</i> |
| Grasshopper sparrow | <i>Ammodramus savannarum</i> |
| Great blue heron | <i>Ardea herodias</i> |
| Great horned owl | <i>Bubo virginianus</i> |
| Greater prairie-chicken | <i>Tympanuchus cupido</i> |
| Great-tailed grackle | <i>Quiscalus mexicanus</i> |
| Green heron | <i>Butorides virescens</i> |
| Green-tailed towhee | <i>Pipilo chlorurus</i> |
| Green-winged teal | <i>Anas crecca</i> |
| Hairy woodpecker | <i>Picoides villosus</i> |

| Common Name | Scientific Name |
|-------------------------------|-----------------------------------|
| Harris' sparrow | <i>Zonotrichia querula</i> |
| Hooded merganser | <i>Lophodytes cucullatus</i> |
| Horned grebe | <i>Podiceps auritus</i> |
| Horned lark | <i>Eremophila alpestris</i> |
| House finch | <i>Carpodacus mexicanus</i> |
| House sparrow | <i>Passer domesticus</i> |
| House wren | <i>Troglodytes aedon</i> |
| Killdeer | <i>Charadrius vociferus</i> |
| Lapland longspur | <i>Calcarius lapponicus</i> |
| Lark bunting | <i>Calamospiza melanocorys</i> |
| Lark sparrow | <i>Chondestes grammacus</i> |
| Least sandpiper | <i>Calidris minutilla</i> |
| Lesser scaup | <i>Aythya affinis</i> |
| Lesser yellowlegs | <i>Tringa flavipes</i> |
| Loggerhead shrike | <i>Lanius ludovicianus</i> |
| Long-billed curlew | <i>Numenius americanus</i> |
| Long-billed dowitcher | <i>Limnodromus scolopaceus</i> |
| Mountain plover | <i>Charadrius montanus</i> |
| Mourning dove | <i>Zenaida macroura</i> |
| Northern bobwhite | <i>Colinus virginianus</i> |
| Northern flicker | <i>Colaptes auratus</i> |
| Northern harrier | <i>Circus cyaneus</i> |
| Northern mockingbird | <i>Mimus polyglottos</i> |
| Northern pintail | <i>Anas acuta</i> |
| Northern rough-winged swallow | <i>Stelgidopteryx serripennis</i> |
| Northern shrike | <i>Lanius excubitor</i> |
| Orchard oriole | <i>Icterus spurius</i> |
| Pectoral sandpiper | <i>Calidris melanotos</i> |
| Plumbeous vireo | <i>Vireo plumbeus</i> |
| Red-bellied woodpecker | <i>Melanerpes carolinus</i> |
| Red-breasted merganser | <i>Mergus serrator</i> |
| Red-headed woodpecker | <i>Melanerpes erythrocephalus</i> |
| Red-tailed hawk | <i>Buteo jamaicensis</i> |
| Red-winged blackbird | <i>Agelaius phoeniceus</i> |
| Ring-necked duck | <i>Aythya collaris</i> |
| Ring-necked pheasant | <i>Phasianus colchicus</i> |
| Rock dove | <i>Columba livia</i> |
| Rough-legged hawk | <i>Buteo lagopus</i> |
| Ruddy duck | <i>Oxyura jamaicensis</i> |

| Common Name | Scientific Name |
|--------------------------|------------------------------------|
| Sanderling | <i>Calidris alba</i> |
| Savannah sparrow | <i>Passerculus sandwichensis</i> |
| Say's phoebe | <i>Sayornis saya</i> |
| Semipalmated sandpiper | <i>Calidris pusilla</i> |
| Sharp-shinned hawk | <i>Accipiter striatus</i> |
| Short-eared owl | <i>Asio flammeus</i> |
| Snow goose | <i>Chen caerulescens</i> |
| Spotted sandpiper | <i>Actitis macularia</i> |
| Stilt sandpiper | <i>Calidris himantopus</i> |
| Swainson's hawk | <i>Buteo swainsoni</i> |
| Swainson's thrush | <i>Catharus ustulatus</i> |
| Tree swallow | <i>Tachycineta bicolor</i> |
| Turkey vulture | <i>Cathartes aura</i> |
| Upland sandpiper | <i>Bartramia longicauda</i> |
| Vesper sparrow | <i>Pooecetes gramineus</i> |
| Warbling vireo | <i>Vireo gilvus</i> |
| Western burrowing owl | <i>Athene cunicularia</i> |
| Western grebe | <i>Aechmophorus occidentalis</i> |
| Western kingbird | <i>Tyrannus verticalis</i> |
| Western meadowlark | <i>Sturnella neglecta</i> |
| Western sandpiper | <i>Calidris mauri</i> |
| Western tanager | <i>Piranga ludoviciana</i> |
| Whimbrel | <i>Numenius phaeopus</i> |
| White-crowned sparrow | <i>Zonotrichia leucophrys</i> |
| White-rumped sandpiper | <i>Calidris fuscicollis</i> |
| White-throated sparrow | <i>Zonotrichia albicollis</i> |
| Wild turkey | <i>Meleagris gallopavo</i> |
| Willet | <i>Catoptrophorus semipalmatus</i> |
| Wood duck | <i>Aix sponsa</i> |
| MAMMALS | |
| American badger | <i>Taxidea taxus</i> |
| American beaver | <i>Castor canadensis</i> |
| Big brown bat | <i>Eptesicus fuscus</i> |
| Black-tailed jackrabbit | <i>Lepus californicus</i> |
| Black-tailed prairie dog | <i>Cynomys ludovicianus</i> |
| Bobcat | <i>Lynx rufus</i> |
| Common muskrat | <i>Ondatra zibethicus</i> |
| Common porcupine | <i>Erethizon dorsatum</i> |
| Coyote | <i>Canis latrans</i> |

| Common Name | Scientific Name |
|----------------------------------|----------------------------------|
| Deer mouse | <i>Peromyscus maniculatus</i> |
| Desert cottontail | <i>Sylvilagus audubonii</i> |
| Eastern cottontail | <i>Sylvilagus floridanus</i> |
| Hispid pocket mouse | <i>Chaetodipus hispidus</i> |
| House mouse | <i>Mus musculus</i> |
| Mule deer | <i>Odocoileus hemionus</i> |
| Northern grasshopper mouse | <i>Onychomys leucogaster</i> |
| Ord's kangaroo rat | <i>Dipodomys ordii</i> |
| Plains pocket gopher | <i>Geomys bursarius</i> |
| Plains pocket mouse | <i>Perognathus flavescens</i> |
| Prairie vole | <i>Microtus ochrogaster</i> |
| Pronghorn | <i>Antilocapra americana</i> |
| Raccoon | <i>Procyon lotor</i> |
| Red fox | <i>Vulpes vulpes</i> |
| Silky pocket mouse | <i>Perognathus flavus</i> |
| Striped skunk | <i>Mephitis mephitis</i> |
| Swift fox | <i>Vulpes velox</i> |
| Western harvest mouse | <i>Reithrodontomys megalotis</i> |
| White-tailed deer | <i>Odocoileus virginianus</i> |
| White-tailed jackrabbit | <i>Lepus townsendii</i> |
| REPTILES | |
| Fence lizard | <i>Sceloporus undulatus</i> |
| Glossy snake | <i>Arizona elegans</i> |
| Great plains skink | <i>Eumeces obsoletus</i> |
| Lesser earless lizard | <i>Holbrookia maculata</i> |
| Ornate box turtle | <i>Terrapene ornata</i> |
| Painted turtle | <i>Chrysemys picta</i> |
| Plains garter snake | <i>Thamnophis radix</i> |
| Western rattlesnake | <i>Crotalus viridis</i> |
| Western terrestrial garter snake | <i>Thamnophis elegans</i> |

Based on CPW 2013.

APPENDIX D
QUALIFICATIONS OF THE REPORT PREPARER

Andrew M. Cole *Natural Resource Planner*



BACKGROUND

Andy is a project manager and natural resource planner with over 15 years of experience in stewardship planning, NEPA compliance, federally listed species surveys, and habitat evaluations. In natural resource planning, Andy has collaborated with federal and state agencies, local municipalities, and not-for-profit organizations. His hands-on experience with habitat assessments, wildlife surveys, noxious weed control, prescribed burning, and land management planning helps him to address the issues surrounding natural resource decisions creatively.

SUMMARY OF EXPERIENCE

Education

Master of Forest Science,
1995, Yale University
School of Forestry and
Environmental Studies

M.A. 1988, German,
Middlebury College

B.A. 1986, German and
Physics, Middlebury
College

Professional Achievements

Enviropreneur Institute
Fellowship, 2009,
Property and Environment
Research Center

Community Boards

Board Member, Plains
Conservation Center
(2008-2011)

Chair, Arapahoe County
Open Space and Trails
Advisory Board (2005-07)

Vice Chair, Arapahoe
County Open Space and
Trails Advisory Board
(2004-05)

NEPA Compliance. Andy has been involved in the preparation of numerous environmental impact statements (EISs) and environmental assessments (EAs). He has assisted federal and state agencies such as the National Park Service, Bureau of Reclamation, Federal Highway Administration, United States Air Force, and Colorado Department of Transportation.

Land Management and Stewardship Planning. Andy has worked with several federal and state agencies, municipalities, and land trusts seeking assistance with natural resource inventories, planning, and management. He has completed master plans prioritizing sensitive areas for acquisition, as well as site-specific assessments and stewardship plans.

Threatened and Endangered Species. Andy's experience includes a wide variety of natural resource investigations, including field surveys and habitat assessments for several threatened, endangered, and candidate species such as the greenback cutthroat trout, boreal toad, piping plover, and Preble's meadow jumping mouse.

Natural Resource Assessments. Andy has assisted clients with forest management planning, wildfire analysis, wildlife surveys, and weed management. He has prepared evaluations of impacts on vegetation, wetlands, soils, water, wildlife, and other natural resources.

Baseline Inventories. Andy is experienced in preparing existing conditions reports in compliance with the Federal Internal Revenue Code for landowners who donate conservation easements to qualified organizations. He prepares easement documentation in accordance with the guidelines established by the Colorado Coalition of Land Trusts.

Representative Projects *Andrew M. Cole*

NEPA Compliance

North Lake Pleasant Management Plan/EA, AZ

Project manager/principal planner assisting the Bureau of Reclamation to identify, promote, and establish compatible recreation use of a joint planning area with the BLM, while protecting natural resources, cultural resources, and public safety. Participate as member of the agency technical team.

United States Air Force Academy Solar Project, CO

Project manager/principal planner for EA and FONSI to construct, operate, and maintain an 8-megawatt solar array and associated transmission line within the secure boundary of the Air Force Academy.

Rock Creek Project SEIS, MT Task manager for land use, recreation, wilderness and socioeconomic issues for a Supplemental EIS for a proposed copper mine on Forest Service land.

Montanore Project EIS, MT Socioeconomics task manager for an EIS for a proposed copper mine and associated transmission line in the Kootenai National Forest.

Eastern New Mexico Rural Water System EA, NM Deputy project manager for a municipal water system EA, responsible for natural resource issues and assisting with EA preparation.

Hoh River Valley Road/West Twin Creek Bridge, Olympic National Park, WA Completed EA sections for visitor experience and public use, park operations, and socioeconomic.

Bear Lake Road Rehabilitation, Rocky Mountain National Park, CO Assisted with preparation of Phase II EA for rehabilitation of the scenic Bear Lake Road.

New Pueblo Freeway, CO Noxious weed mapping and management plan as part of Colorado Department of Transportation EIS for Interstate 25 through Pueblo.

Excess Capacity Contracts, Fryingpan-Arkansas Project, CO Responsible for wildlife resources during preparation of an EA for the City of Aurora's long-term contract with the Bureau of Reclamation for storage in Pueblo Reservoir and Arkansas River exchanges.

Winter Use EIS, Yellowstone National Park, WY Analyzed 47,000 public comment documents for

Winter Use EIS and provided technical support for Supplemental EIS.

Tarryall Creek Road Reconstruction, CO EA and FONSI on behalf of Federal Highways Administration for reconstruction of forest road in Park County.

Land Management and Stewardship Planning

Durham Valley Scenic Byway Corridor Management Plan, Durham, NY Project manager/principal planner completing corridor management plan that specifies the actions, procedures, operational and administrative practices, and strategies to maintain the natural, scenic, recreational, historic, and agricultural qualities of a scenic byway in the Catskills.

Snake River Corridor Management/Ownership Transfer Plan, Teton County, WY Project manager/principal planner for a plan to initiate the transfer of BLM parcels to other entities and establish a framework for the long-term stewardship of these parcels as an interconnected network of public lands for recreation and habitat conservation along the Snake River.

Mosquito Range Heritage Initiative, CO Project manager/facilitator for a strategic plan to identify priority areas in Park County for protection based on historic, recreation, and natural resources.

Town of Nederland Open Space, Trails, Parks, and Outdoor Recreation Master Plan, CO Project manager/principal planner for master plan; open space management guidelines; and open space acquisition plan.

Valmont Butte CEAP, Boulder County, CO Conducted natural resource and impact assessment and proposed mitigation in Community and Environmental Assessment Process (CEAP) for proposed Valmont Butte fire training center and biosolids recycling facility in the City of Boulder.

Stewardship Trust Baseline Inventory, State Land Board, CO Project manager for field-based inventories on 45 Stewardship Trust parcels throughout the state.

Lowry Range Environmental Study, State Land Board, CO Project manager/principal field investigator for environmental study of 14,000 acres.

APPENDIX E
DEED OF CONSERVATION EASEMENT

Resource Management Plan for the
Sheep Draw Open Space

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1. INTRODUCTION

1.1. Purpose and Objectives of the Plan

Sheep Draw Open Space is part of a greater vision for the Poudre River corridor identified in several planning documents including the 2060 Comprehensive Plan (2010), Open Space Master Plan (1999), Poudre River Trail Corridor Master Plan (1994), OTHERS?????. Common to these documents is the need and desire to protect natural, visual, and open space values in the community. The Sheep Draw Open Space was acquired in 2013 with the specific intent to protect and enhance the riparian area of the Poudre River, native vegetation and wildlife habitat, while also enhancing the existing Poudre River Trail and future site-appropriate recreational opportunities and providing opportunities for outdoor environmental education for all ages. Specifically, this would include the development of a trail head and connections to the Sheep Draw Trail and Poudre River Trail with paved trail as well as soft-surface nature trails. Additionally, this property will be the site of improvements to aquatic and riparian conditions along the river corridor as part of efforts for flood management, ecosystem restoration and water quality protection and improvement.

This property was purchased in part with funds from Great Outdoors Colorado (GOCO), and therefore, is subject to a deed restriction held by Larimer County and the Town of Windsor. This deed restriction requires the development of a management plan within 1-year of property purchase. The initial focus of the Management Plan for Sheep Draw Open Space is on natural and cultural resource management in conjunction with outdoor recreational development of the property.

The GOCO grant awarded was for projects specifically focused on Colorado's rivers with the goal of providing more places and facilities for Colorado's citizens and visitors to enjoy the state's vast river resources while maintaining the important river ecosystems and natural values they provide. In particular, GOCO sought projects with:

- regional or statewide significance;
- ability to be completed within three years of award; and
- one or more of the following project types:
 - give people direct access to a river-based open space or recreational experience in appropriate locations;
 - provide buffers to river-based open space or recreational facilities;
 - provide critical planning for future river-based open space and recreation.

The Poudre Corridor Initiative, of which Sheep Draw Open Space is a component, was the highest ranked project funded by GOCO in this grant category.

The purpose of this document is to: 1) examine the management objectives for Sheep Draw Open Space given the current ecological, social, economic, and political environments; 2) provide the formal program and policy guidelines that will direct the management and use of Sheep Draw Open Space well into the future; and, 3) develop specific implementation strategies for carrying out various components of the management plan and subsequent management efforts. The overall objectives of the plan are to:

- Protect, manage, and enhance natural, cultural and visual resources including maintaining and promoting healthy ecosystems and their processes;
- Provide educational opportunities regarding the values of the natural, geologic, cultural, and visual resources and the importance of responsible use and stewardship of the land;
- Define stewardship implementation programs and responsibilities for the above goals as well as provide specific implementation steps where appropriate.

1.2. Scope and Organization of the Plan

The resource management for Sheep Draw Open Space contains three main sections: 1) a review of existing conditions, including natural, visual, cultural, and socioeconomic resources; 2) a discussion of opportunities, constraints, and planning issues related to management of the open space; and, 3) a management plan addressing the existing conditions, opportunities, constraints, and planning issues and outlining implementation steps and phasing.

1.3 Agency Involvement

Organizational and agency involvement was utilized to ensure representation of various involved organizations, agencies and resource specialists. The draft resource management plan was reviewed by City staff and various specialists to ensure resource expertise input.

| Name | Affiliation | Expertise |
|-----------------|---|---|
| Rebecca Safarik | City of Greeley City Manager's Office Asst. City Manager | Project Oversight |
| Brad Mueller | City of Greeley Community Development Dept. Director | Planning |
| Jon Monson | City of Greeley Water and Sewer Dept. Director | |
| Eric Reckentine | City of Greeley Water and Sewer Dept. Deputy Director Water Resources | |
| Andy McRoberts | City of Greeley Culture, Parks & Recreation Dept. Director | |
| Karen Scopel | City of Greeley Community Development Dept. Natural Resources Manager | Natural and environmental resources; Cache la Poudre River National Heritage Area |
| Brandon Gossard | City of Greeley Community Development Dept. Planner II | GIS |

| | | |
|----------------|--|--|
| John Barnett | City of Greeley Community Development Dept. Planner III | Long range planning; natural resources |
| Tom Selders | Poudre River Trail Corridor, Inc. Poudre River Trail Manager | Trail development |
| Chris Scully | City of Greeley Culture, Parks & Recreation Dept. Parks Mtn Tech II | Open space management |
| Sarah Boyd | City of Greeley Culture, Parks & Recreation Dept. Park Planner | Park planning |
| Dave Wells | City of Greeley Public Works Dept. Civil Engineer | Flood management; ACOE study lead |
| Derek Glosson | City of Greeley Community Dev – EDR Engineering Development Mgr. | Floodplain Manager |
| Ray Tschillard | Poudre Learning Center Executive Director | Environmental education |
| Betsy Kellums | City of Greeley Community Development Dept. Historic Preservation Specialist | Historic preservation |

This site has been studied by several agencies over the past several years including the U.S. Army Corps of Engineers and the Greeley Water Department as part of two different studies exploring potential flood reduction and environmental mitigation projects. Both entities have developed preliminary environmental restoration plans to enhance the existing site conditions as part of larger projects. Pertinent excerpts from these studies and plans are referenced in this document and are included in the Appendix.

The environmental consulting firm of ERO was retained to perform a Phase I Environmental Assessment, Mineral Assessment and Baseline Report. Findings in the Phase I Assessment led to a Phase II Assessment for a specific portion of the property. Information from these reports is referenced in this plan and the reports are included in the Appendix.

2. EXISTING CONDITIONS

2.1 Overview

Sheep Draw Open Space, comprising approximately 159 acres, is located on the Cache la Poudre River west of 59th Avenue, just north of the corporate limits of Greeley (Figure 1). The property was purchased by the City of Greeley from Weld County for its natural, visual and outdoor recreational values. Sheep Draw, a tributary to the Poudre River flows through the property.

2.2 Natural Resources

a. Climate

Sheep Draw Open Space has a highly variable, semi-arid climate, typical of the eastern plains of Colorado. The climate data used to characterize this site has been recorded at University of Northern Colorado in Greeley and the Colorado Climate Center in Fort Collins.

The average maximum daily temperature ranges from 70 to 95 degrees Fahrenheit from April through September, with the daily average maximum in the 90's in July and August. July is the average warmest month. High temperatures may exceed 100 degrees during the summer, but nights are cooler with an average low during the summer between 41 to 62 degrees. Winters are generally mild but are characterized by wide temperature swings. Often this is attributable to the downslope winds, called Chinooks, which can raise the temperature 25 to 35 degrees within a couple of hours. Average daily maximums between October and March range from the mid-40's to the mid-70's with average lows from the low teens to upper 40's. Lows in the winter may drop below zero for short periods of time. December is the average coolest month.

Average annual precipitation is 14.2 inches with the highest precipitation occurring in May. The average annual snowfall is 41 inches.

b. Topography/Geology/Soils

Sheep Draw Open Space is geographically located on the Great Plains of the Front Range. The property is located at an approximate elevation of 4,700 feet above sea level. According to topographic information from the U.S. Geological Survey (USGS) 7.5-minute quadrangle map, surface water on the property flows toward the Cache la Poudre River and Sheep Draw, which cross through the northeast and southeast portions of the property, respectively (USGS 1980). Based on the topography and field observations, the expected flow direction of the uppermost ground water is to the east.

Surface geology in the area is characterized by Quaternary-age deposits of dark gray humic sandy to gravelly alluvial deposits underlain by Cretaceous-age sandstone and shale of the Fox Hills sandstone (Braddock and Cole 1978). Surface soils are primarily Aquolls and Aquents over the majority of the site with a small area of Bankard sandy loam along the right bank of the Cache la Poudre River in the northwest portion of the site. Soils information was gathered from the USDA-NRCS Soil Series Description Query Facility (NRCS 2013) as provided on page 8 of the ERO Baseline Report. (Soils Map – Appendix A)

c. Hydrology

The Cache la Poudre River forms the northern edge of this property to where the western oxbow turns south. From this point to the eastern boundary, the Cache la Poudre transects the property to the bridge at 59th Avenue. Approximately XXX acres lie north of the river. Sheep Draw flows north to its terminus on the south bank of the Cache la Poudre River. The property contains several former river channels as evidenced by oxbow scars, sloughs and wetlands. Both the river and draw have been impacted by human activities, including channelization and embankment work. The Greeley No. 3 Ditch forms the southern boundary of the property.

According to water well records maintained by the Colorado Division of Water Resources (CDWR), historical ground water information from piezometers installed on the property by ERO in 2009 indicates that the depth to the uppermost groundwater beneath the property and vicinity is generally less than 10 feet below ground surface (bgs) (CDWR 2013).

Much of the site is in the 100-year floodplain of the Cache la Poudre River and sees frequent spring flooding. A portion of the site is in the Sheep Draw 100-year floodplain. (Floodplain Map – Appendix A)

During a site reconnaissance visit performed by ERO for a Phase I Environmental Assessment a 4-foot-wide and 10-foot-deep “sump well” was observed in the northwest corner of the property. The suspected former use of the sump well was to provide drinking water to livestock.

d. Vegetation

According to studies by Ottertail Environmental undertaken as part of the ACOE flood management plan, the majority of the site is classified as ruderal rangeland containing a variety of native and introduced grasses. A former oxbow is mainly grass/forb rangeland with pockets of cattail-rush-sedge wetland. A larger cattail-rush-sedge wetland Portions of the site consist of plains cottonwood riparian forest, additional grass/forb rangeland, and sand/gravel bars in the river channel. The ERO Baseline Report notes that the property contains approximately 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands. (Figure 5 – ERO Baseline Report).

Tree and shrub species on the property primarily include plains and narrowleaf cottonwood, peach leaf willow, boxelder and sandbar willow. A couple of Siberian elms are also present.

A site visit in late May 2013 showed a rather large infestation of hoary cress (*Cardaria draba*) and leafy spurge (*Euphorbia esula*) in the northeast portion of the property. Additional smaller pockets of these were observed in the southeast portion as well. Small populations of Scotch thistle (*Onopordum acanthium*) were also observed. All three of these plants are classified as List B noxious weeds by the State Department of Agriculture and subsequently by Weld County and the City of Greeley. Canada thistle (*Cirsium arvense*), List B, may also be present. Cheatgrass (*Bromus tectorum*) and field bindweed (*Convolvulus arvensis*), List C noxious weeds, were also plentiful, especially along the Poudre Trail and in other disturbed areas. Puncturevine (*Tribulus terrestris*) is known to occur along the trail but was not observed on this

site visit. Weld County has previously removed Russian olive (*Eleagnus angustifolia*) along the north bank of the #3 Ditch. Several Russian olive trees are still present along the south bank on the adjoining property. No List A species were observed on this site visit and none have been noted in other studies.

A variety of non-noxious designated weedy species were also observed including Kochia, prickly lettuce, reed Canary grass, and a variety of mustards.

The U.S. Fish and Wildlife Service indicates that there are two threatened or endangered plant species with potential for occurrence in Weld County. These are the Ute-ladies-tresses orchid (*Spiranthes diluvialis*) and Colorado Butterfly plant (*Gaura neomexicana*) both federally listed as threatened. While neither species has been found on the property at the time this plan was prepared, because their presence is likely, surveys at the appropriate times should be undertaken prior to any ground disturbance activities. The Colorado Natural Heritage Program has not identified any plants or plant communities on the property that would be considered global, state critically impaired or imperiled.

e. Wildlife

Wildlife typically found in these habitats and region is noted in the USACOE report. Common species include small mammals such as cottontail rabbits, fox squirrel, raccoon and prairie dogs. Coyote and red fox would also be expected. The riparian forest and wetlands support a variety of bird species including great blue heron, song birds and raptor species. Several reptilian species are also expected to inhabit the property including bull snake, bull frog, and box turtle.

During a site visit along the Poudre Trail on May 30, 2013, bird species observed include American robin, redwing blackbirds, eastern kingbird, snowy egret, blue heron, mallard, flicker, and Bullock's oriole. While not seen on this visit, a nesting great-horned owl has been observed in the past as well as Rio Grande turkey. Deer tracks, probably from white-tail deer, were also observed indicating their use of the site.

According to the ERO Baseline Report, mammal species observed or expected to occur on the site include white-tailed and mule deer, coyote, jackrabbit, cottontail rabbit and red fox. There is a prairie dog colony on the site. Bird species observed during their site visit include turkey vulture, red-tailed hawk, great blue heron, northern flicker, black-billed magpie, American robin, black-capped chickadee, and killdeer. Waterfowl included: mallard, double-crested cormorant, cattle egret, common merganser, and American coot. The property is also within an identified winter concentration area and winter foraging area for bald eagle.

Aquatic species in the area associated with the Cache la Poudre River in this area include big mouth shiner, Johnny darter and plains topminnow. Common carp and small mouth bass dominate the area.

Federally endangered, threatened, and candidate wildlife species identified by the U.S. Fish and Wildlife Service with potential for occurrence in Weld County include the Mexican spotted owl, black-footed ferret, and Preble's meadow jumping mouse. This site does not contain suitable habitat for the Mexican spotted owl. The USFWS in conjunction with Colorado Parks and

Wildlife block cleared all black-tailed prairie dog habitat in eastern Colorado for black-footed ferrets.

Suitable habitat for Preble's meadow jumping mouse is present on the property. Therefore, any ground disturbance should be preceded by a survey to determine the actual presence or absence of Preble's on the site. It should be noted that several surveys have been done over the past 10 years in the vicinity of this site and the presence of Preble's has not be documented.

2.3 Visual Resources

Visual resources associated with this property include a view of the bluff formation to the southwest and views of the river along its course through the site. While the property itself is relatively flat, the nearby bluffs provide a glimpse of the sometimes dramatic elevation change that occurs along the river valley, marking the rise to the upper bench. This can be seen close up in several locations along the Poudre River Trail between here and into Larimer County to the west. (PHOTO)

2.4 Cultural Resources

a. Cache la Poudre River National Heritage Area

The Cache la Poudre River was designated as a National Heritage Area by the U.S. Congress in 1996 in recognition of its role and national significance in the history of Water Law and Water Development. In 2009, the Poudre Heritage Alliance (PHA) was designated by Congress as the managing entity to develop and implement a management plan for the heritage area.

The Cache la Poudre National Heritage Area (CALA) extends to the boundaries of the river's 100-year flood plain, and winds some 44 miles across the foothills and plains of northern Colorado from the border of the Arapahoe-Roosevelt National Forest northwest of Fort Collins, to its confluence with the Platte River east of Greeley.

In addition to the river itself, another important natural and cultural feature of the Heritage Area, the #3 Ditch, forms the southern boundary of the Sheep Draw Open Space. According to the CALA Management Plan, the PHA's vision for the heritage area states:

The Cache la Poudre River National Heritage Area is a renowned attraction that combines opportunities for education on the central theme of Western water law with a healthy natural environment of abundant wildlife and breathtaking scenery, all supported by premiere facilities, including trails, visitor centers and interpretive exhibits.

The City of Greeley's acquisition and management of the Sheep Draw Open Space will provide a great opportunity to further this vision.

b. Greeley #3 Ditch

The Greeley #3 Ditch forms the southern boundary of the Sheep Draw Open Space property. Built in 1870 following the settlement of the Union Colony, the construction of the Greeley #3

Ditch was a cooperative effort of the colonists. Each man supplied a horse or mule team and his own labor. All Union Colonists participated in some way – some planned and laid out the ditch, some physically moved dirt and all contributed money. The ditch provided water for domestic use and irrigated gardens in town. After the Greeley Pipeline was built, Greeley #3 supplied water only for irrigation and garden use and continues to provide irrigation water today for city parks and agricultural fields.

A search of the Colorado Inventory of Cultural Resources database by the Colorado Historical Society Office of Archeology and Historic Preservation (OAHP) for this property indicated two sites are located on the property. One is the Greeley #3 Ditch, is officially eligible for the National Register of Historic Places and was designated on the Greeley Historic Register within the city limits. The OAHP reported the presence of an archeological site requiring additional data.

2.5 Socioeconomic Resources

a. Sheep Draw Open Space Land Status

Encumbrances and Easements

#3 Ditch and maintenance road (is this a prescriptive easement????)

2 high pressure natural gas lines cross the property from north to south along the west side of Sheep Draw. These easements are held by CIG.

City of Greeley sewer line

Land and Water Conservation Fund (Poudre Trail????)

Trails, Roadways and Parking

Gravel roads to oil and gas facilities

#3 Ditch maintenance road

Poudre River Trail

Fences

Existing fences are along the western and northern boundaries of the property. Ownership of the fences is undetermined. This should be determined in order to establish who is responsible for maintenance.

Water and Mineral Rights

Water Rights.

According to the ERO Baseline Report there are no formal ditch rights or irrigation wells on the property. Reportedly there is a small seep right from “Robert’s Seepage Ditch,” which includes two drainage tile lines which run into the southern portion of the property. These water rights are minimal and have little or no value other than sporadic irrigation of some of the pasture area.

Mineral Rights.

According to Colorado Oil and Gas Conservation Commission (COGCC) records there are three oil and gas wells located on the property. One has been abandoned (Davis #33-10). One is in the southeast corner of the property (Davis #1-33) and one is in the area north of the river (Davis #33-8).

According to title commitments, the Davis family (Windon H. Davis and Betsy L. Davis), previous owner of the property, owns a one-half interest in all oil and gas and other minerals on the property. Ownership of the other one-half interest are not specifically described in the title commitments.

Surface mineral rights (sand and gravel) are held by the surface owner. A mining permit previously held by Weld County was extinguished as part of the acquisition by the City of Greeley.

Environmental Assessment

Phase I and Phase II Environmental Assessments were prepared by ERO in May 2013. The findings indicated that the Sheep Draw Open Space property was historically used for agriculture (grazing) and oil and gas production. Two active oil and gas wells with associated tank batteries and operations areas are located on the property. Four active oil and gas wells are located hydrologically upgradient to crossgradient from the property. A reported spill occurred from the tank battery associated with the Davis #33-8 oil and gas well in the northeast portion of the property in 2010. The impacted soil and ground water in the vicinity of the tank battery was reportedly remediated to COGCC cleanup standards. Because of the reported release, ERO's professional opinion in the Phase I report is that the oil and gas wells on the property constitute recognized environmental conditions associated with the property and that a vapor encroachment condition cannot be ruled out because residual petroleum hydrocarbons from the release may remain in the subsurface. Subsequently, a Phase II report was prepared with the following findings.....

b. Adjacent Land Uses

North: agricultural (grazing); oil and gas production; industrial; Great Western Rail line.
West: agricultural (grazing); oil and gas production; rural residential
South: agricultural, rural residential; oil and gas production
East: 59th Avenue, agricultural (grazing); oil and gas production; Poudre River Trail

c. Access, Circulation and Traffic

The site is accessible from 59th Avenue via an unpaved access road for the #3 Ditch and oil/gas production well site. It is also accessible via the paved Poudre River Trail.

d. Public Facilities, Utilities and Services

Fire protection.

The site is in the Greeley fire district.???

Public safety.

The site is currently in unincorporated Weld County so public safety would be provided primarily by the Weld County Sheriff's office.

e. Recreational Use and Demand

With increasing population along the Front Range, the demand for close, convenient recreational opportunities is also increasing. Greeley's 2013 population estimate is XXXXXX. Greeley's existing parks system is heavily used, with most sites developed for either active or passive use or a combination. The City of Greeley does not have large areas as dedicated open space.

The regional Poudre River Trail travels along the south side of the Cache la Poudre River on this property, providing connections to Island Grove Regional Park to the east and Windsor to the west, with eventual connection to Timnath and Fort Collins.

The Sheep Draw Trail travels north from the Family Fun-Plex with an eventual connection to the Poudre River Trail on the east side of 59th Avenue, adjacent to this property. To accommodate trail users and eventual open space visitors, a trailhead with parking is planned for the Sheep Draw Open Space with a paved trail connection to the Poudre River Trail. Additionally, a network of soft-surface nature trails is planned for the property.

f. Operations Budget and Funding

Vegetation management (noxious weed control)
Trail/trailhead management
Other operations?

3. OPPORTUNITIES, CONSTRAINTS, AND PLANNING ISSUES

3.1 Overview

During the management plan development process, input was received from a voluntary and informal Technical Advisory Group concerning opportunities, constraints, and planning issues in regards to the current existing conditions and management of Sheep Draw Open Space. These issues may be divided into two key components: 1) natural and cultural resources and 2) environmental education.

3.2 *Natural, Recreational and Cultural Resource Opportunities, Constraints, and Planning Issues*

The Sheep Draw Open Space provides a number of unique opportunities for natural resource preservation, enhancement and restoration projects. In addition, it presents other opportunities for improved access to the Poudre River Trail along with environmental and cultural heritage education. These opportunities are discussed below. As in many other types of community projects there are some constraints to development of these projects. Each project will necessarily require coordinated planning between City departments and outside agencies. The City is well-positioned to successfully plan and implement these projects and is well underway with early planning efforts.

a. Ecological restoration projects:

City of Greeley Water Department Preliminary Compensatory Mitigation Plan

As part of an upstream water pipeline project, the City's Water Department undertook a significant analysis of potential mitigation measures and developed a Preliminary Compensatory Mitigation Plan (PCMP) to address requirements of the Army Corps of Engineers (ACOE) related to impacts of the pipeline project under a Nationwide Permit. The PMCP has identified several Compensatory Mitigation (CM) sites. The Sheep Draw Open Space parcel ranked as the highest value site for ecological restoration, enhancement, and establishment and for preservation. This ranking reflects multiple desired resource values offered by the site, its ability to complement elements of other regulatory and non-regulatory programs, and the ability of the CM to protect and maintain terrestrial resources. This site was the only Greeley Reach CM project site deemed to possess the potential to provide all 13 of the desired resource functions.

Opportunities identified in the PCMP study for this site include:

- Improvement of native riparian and upland tree and shrub cover
- Improvements of channel floodplain connection
- Stabilization of eroding stream banks and habitat improvement at hardened stream banks
- Improvements to in-stream habitat
- Improvement of sloughs and wetlands

- Improvement of flood patterns
- Restoration of the Sheep Draw tributary to include channel improvements, native plantings, and physical re-connection to the river

Constraints identified for the reach between 71st Avenue and 59th Avenue include:

- Willingness of private landowners to participate in efforts to improve the river including water quality/runoff projects, additional riparian and stream restoration and enhancement projects.
- Realignment of portions of the existing Poudre River Trail to strike a balance between recreational goals and stream corridor improvements
- Compliance with floodplain regulations

ACOE General Investigation (GI) Study

Following several flood events, especially the 1999 incident, a Reconnaissance Study of the Cache la Poudre River through Greeley was completed in 2004 which determined there is a Federal interest in undertaking a feasibility studies for flood damage reduction, environmental restoration, and other enhancements in the flood plain on the Cache la Poudre River in the vicinity of Greeley. This finding launched the next phase, the Feasibility Study (FS), which is nearing completion as of early summer 2013. The FS has identified potential flood minimization, ecological and recreational opportunities and will determine if a positive benefit/cost (B/C) exists for implementation of the recommended projects.

As in the PCMP discussed above, the GI study evaluated several sites, including the Sheep Draw Open Space, for potential environmental enhancement/restoration projects. As listed above, similar opportunities and constraints were identified.

Combined together, these two programs offer great opportunities to undertake multiple projects that will enhance and restore many of the ecological functions this property has historically provided.

Planning Issues

A key component for implementation of any environmental projects will include resolving issues between the two ACOE elements since one is regulatory in nature and the other is non-regulatory. All involved parties will need to determine which project elements will be undertaken and under which umbrella they fall since any federal funding opportunities for non-regulatory elements cannot be utilized to fulfill any regulatory requirements. The hope is that the two arms of the ACOE will recognize and embrace the potential synergy of the opportunities this site offers. There may also be opportunities to secure funding through the Poudre Heritage Alliance for these types of projects (see discussion in Section 3.c. below.) It should be noted that these are also federal funds which may restrict their use.

b. Recreational projects:

Several potential recreational projects were identified in the GOCO application including the siting and development of a trailhead, trail connections with the existing Poudre River Trail and planned Sheep Draw Trail, and soft-surface nature trails to provide site visitors the opportunity to view and experience the natural beauty of the site.

Opportunities

- **Trailhead** (see preliminary plans in Appendix)
The planned trailhead will provide parking for trail users, picnic tables, and interpretive signage
- **Trail connections** (see site map in Appendix)
The trailhead will be connected to the existing Poudre River Trail via a 10' wide paved path. In addition, future plans include a connection to the Sheep Draw Trail in the Hunter's Cove subdivision to the south. This will also be a 10' wide paved path.
- **Nature Trails** (see site map in Appendix)
Soft-surface nature trails are anticipated to provide limited access to designated areas of the property to allow individuals and small groups the opportunity to explore and experience the various ecological components of the site. These trails may include boardwalks and/or viewing piers in/across wetland areas. These trails will be critical to accomplish the ecological/environmental education goals of the site.

c. Cultural projects:

Cache la Poudre River National Heritage Area

The Poudre Heritage Alliance, the federally designated managing entity for the heritage area, recently completed a management plan outlining a variety of projects to protect and preserve important cultural features pertinent to the heritage area. Most of these fit better under the Education Opportunities section below, but there may be an opportunity to engage the PHA in other types of projects on this site if they support the PHA's vision and mission and fit within their goals and objectives as described in their management plan.

3.3 *Education Opportunities, Constraints, and Planning Issues*

a. Ecological/Environmental Education

The Sheep Draw Open Space offers a lot of potential in the area of ecological/environmental education opportunities. Some of these are discussed below.

- **Interpretive signage**
Currently there is one interpretive sign located along the Poudre River Trail on this site. It is one of a series of interpretive signs along the trail that were provided through a Colorado Division of Wildlife Watchable Wildlife grant. The site provides many more opportunities for sharing ecological/environmental

information with visitors. As the restoration projects are designed, special attention should be given to these opportunities and appropriate interpretive signage or other media forms included in the plans.

- Self-guided tours
An alternative to physical signage is to develop self-guided tours utilizing web-based programs such as pod-casts or use of QR codes on posts or small signs. This would reduce the visual impact of the typical interpretive panel and their maintenance costs and could also be updated as needed at little cost. The information could also be provided in multiple languages. The down-side is for visitors that don't have access to electronic devices.
- Research & Studies
With the University of Northern Colorado and Colorado State University in the region, this property has great potential to engage undergraduate and graduate students in research and class studies.
- Community engagement
The Poudre River Trail has a strong history of engaging residents in trail stewardship through volunteer projects from routine maintenance to special projects for individuals and families as well as both large and small groups from organizations and businesses. This provides a great opportunity to cultivate a sense of ownership of the site with the community which can help garner financial support for projects as well as reduce instances of negative behaviors.
 - Volunteer projects
 - K-12 tours/projects

b. Cultural Education

Cache la Poudre River National Heritage Area

The Cache la Poudre River is often referred to as a “working river” due to its major role in agriculture, industrial and community development. The major theme of the Heritage Area is the River's role in the development of western water law as well as with water use. Because both the river and the #3 Ditch are part of this property, the site provides great opportunities to tell the story of the “Working Cache.” The Heritage Area's Management Plan includes an interpretive plan designed to guide telling the story of the heritage area to ensure that residents and visitors alike learn of the significance of the Poudre and its role in shaping water law in the western United States and to facilitate exploration of the river corridor's historic, natural and recreation resources. The plan describes the overarching theme, primary themes and storylines:

Overarching Theme: *The Poudre River and Water in the West*

Primary Themes:

- *Settlement and Early Water Use*
- *Water Law*
- *Water Development*
- *Conflict and Cooperation*

The Sheep Draw Open Space provides a significant opportunity to assist the PHA with implementing some cultural education related to these themes. The PHA would probably provide significant funding towards projects related to these interpretive themes.

4. MANAGEMENT PLAN

4.1 Overview

Natural resources management addresses the health and dynamics of the plant and animal communities and the preservation of natural and geologic features and scenic vistas of the Sheep Draw Natural Area. For purposes of this plan, natural resources management is grouped into five categories: a) hydrology and erosion management, b) forest, grassland, and wetland management; c) wildlife management; d) cultural resource management; and e) agricultural resource management. Since the Poudre River provides the foundation for all vegetation, wildlife, and human activity in and around the Sheep Draw Natural Area, hydrology and erosion management will be discussed first.

Overall Vision

The overall vision for the management of Sheep Draw Open Space is to provide for a holistic approach that considers and undertakes appropriate activities to protect, enhance and develop the site's natural, cultural, recreational and educational resources to provide a variety of opportunities for visitors to experience and gain an appreciation for those resources both on site and in complementary locations and programs throughout the region.

4.2 Natural Resources Management

Goals

Natural Resource management goals for Sheep Draw Open Space are to protect, develop and enhance the natural resources that are present on the site in a holistic manner. The different natural resource attributes of the site are addressed below.

a. Hydrology and erosion management

The Cache la Poudre River is the primary driver of natural processes in the Sheep Draw Natural Area. It flows from west to east following a meandering channel pattern across the northern third of the site supporting wetlands, riparian and upland habitat. An abandoned channel enters the site from the west and supports a small wetland pond and emergent wetlands. An alluvial fan at the mouth of the Sheep Draw appears to push the Poudre to the north from 71st Avenue to east of 59th Avenue. The Greeley Number 3 Ditch defines the southerly boundary of the Property and flows across the alluvial fan along the edge of the 100 year floodplain.

The Poudre River through the Sheep Draw Natural Area has been heavily impacted by human activity. Changes in hydrology include the magnitude, frequency, duration, timing, and rate of change of seasonal floods to accommodate irrigated agriculture, municipal water supplies, and wastewater disposal. These have led to a decrease in peak flood events and an increase in seasonal low flow discharges. Upstream diversion structures and reduction of peak flows have decreased the ability of the river to mobilize gravel and cobble size particles and deliver them to downstream locations. At the same time, flood irrigation through row cropped fields has delivered increased volumes of fine

sediments as well as nutrients from fertilizers to the channel. Many portions of the river have been channelized and narrowed.

Bridges at 71st Avenue and 59th Avenue as well as the placement of concrete rip-rap to stabilize banks limit the ability of the river to migrate laterally. Meandering rivers dissipate excess energy through channel migration. Limiting lateral migration can redirect this energy to erode the bed contributing to channel incision, ecologically disconnecting the channel from its floodplain. This in turn limits the ability of the river to spread fine sediments over the floodplain and leads to fine sediments covering the gravels on the bed of the stream. The fine sediments and nutrients can lead to increased production of filamentous algae in the stream. Reduction of flood peaks and channelization of the river has led to a reduction of pool scouring and riffle building. This creates a homogenization of habitat shallow runs.

While the alteration of the hydrology of the Cache la Poudre River lies beyond the scope of this Management Plan, addressing its impacts on the channel morphology of the river does not. The reach of the river in the northeast quarter of the site has shown active recent lateral migration leading to an apparent increase in sinuosity. As the channel migrates, it erodes the outside banks of meanders and deposits sediment on bars along the inside. These bars then become stabilized floodplain connected to the river—in other words, new riparian areas. They also provide excellent sites for cottonwood and willow recruitment.

It is anticipated that river restoration activities could include removal of rip-rap and replacement with channel barbs or bioengineering structures only in areas where the river cannot be permitted to migrate laterally such as the protection of bridges, roadways, and utilities; lowering of stream banks to create terraces to enhance riparian habitat and facilitate cottonwood and willow recruitment as part of a permitted mitigation or rehabilitation project; or undertaking other projects to increase wetland area and function and/ or enhance the eco-hydrology of the site.

Implementation steps

- Investigate the best approach to reconnect the river with its floodplain, enhance wetland area and function, and improve riparian habitat.
- Incorporate the site into approved wetland mitigation programs that are focused on City of Greeley impacts caused along the Poudre River and that improve riparian wetland habitat on the site.
- Investigate opportunities to create pool habitat by increased scour at high flows through retaining large woody debris, log revetments, and other soil-bioengineering improvements.
- Consider relocation of the Poudre Trail when threatened by channel migration rather than bank reinforcement. (Map xx – recommended relocation)
- Maintain healthy native vegetation cover to prevent soil erosion in upland areas.

b. Forest, grassland, and wetland health and management

Vegetation is supported by climate, hydrology, and soils. In turn, it supports the wildlife found in the region. The Sheep Draw Natural Area consists of approximately 158 acres.

Vegetation on the property includes approximately: 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 3 acres constructed wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands. Threatened or endangered plants that may be present on the site include Ute ladies tresses orchid and Colorado butterfly plant (ERO, 2013).

The management of vegetation health is important for ensuring sustainability of the landscape. Vegetation management at Sheep Draw Natural Area will focus on the maintenance of native saltgrass meadow, riparian areas, natural and constructed wetlands, channels and ponds, and upland cottonwood stands, and the restoration of disturbed grasslands. An important factor in the long range viability of cottonwood-willow gallery forests is recruitment of cottonwood and willow trees. While stands of mature trees may occur on mesic upland sites too dry for establishment of seedlings, many sites were much lower and wetter when trees were established. If seedlings are not scoured by subsequent floods and the river deposits sediments around them, they may eventually be located in upland areas. Where channel migration has not been limited, trees in such areas may form multiple root collars at different levels. (Figure xx)



Figure XX. A cottonwood stump with three root collars caused by aggradation of the area surrounding the tree from sediment deposition.

Implementation steps

- Inventory native and non-native vegetation. Conduct studies to address the presence or absence of Ute-ladies'-tresses orchid (*Spiranthes diluvialis*) and Colorado Butterfly plant (*Gaura neomexicana*) prior to implementation of activities that could impact them including weed control and wetland mitigation.

- Incorporate the site into approved wetland mitigation programs that are focused on City of Greeley impacts caused along the Poudre River and that improve riparian wetland habitat on the site.
- Incorporate Sheep Draw Natural Area into the City of Greeley Integrated Management Plan for Noxious Weeds.
- Revegetate the riparian wetlands and floodplain areas with appropriate native seed mixes where appropriate and restore old roads and disturbed areas on the property.
- Incorporate information on revegetation efforts as part of educational programs.
- Leave cottonwood snags that are not a safety hazard, for cavity nesting birds.
- Explore the potential reintroduction of fire as a natural disturbance for the site. Because of the limited area, if prescribed fire is applied, smaller areas should be burned so the entire site is not burned in one year.

c. **Wildlife management**

Sheep Draw Natural Area supports a variety of wildlife including numerous bird, fish, and amphibian species. The site provides winter concentration and forage areas for bald eagles; forage and nesting habitat for great blue herons; winter concentration, foraging, and production area for snow geese; habitat for the greater prairie chicken, winter habitat for mule and whitetail deer, and concentration areas for whitetail deer. The Cache la Poudre River provides habitat for several species of fish including big mouth shiner, Johnny darter, and plains minnow. Dewatering for irrigation and municipal use, channel alterations, habitat fragmentation caused by diversion structures, and introduced non-native species including common carp and smallmouth bass have contributed extensively to the decline of native fish populations. The site contains suitable habitat for the Prebble's meadow jumping mouse, a threatened and endangered species (ERO, 2013).

Habitat improvements to this site would help to promote increased use and habitat quality for mammals, amphibians, songbirds, raptors and waterfowl. Dead cottonwood trees that are not a safety hazard will be left to provide nest sites for cavity nesting birds.

To help control disease with deer or other wildlife on the property, the City of Greeley reserves the capability to allow game management through hunting or culling on a limited basis in conjunction with the Division of Wildlife.

Implementation steps

- Leave cottonwood snags that are not a safety hazard, for cavity nesting birds.
- Consult with the U. S. Fish and Wildlife Service regarding the presence of Prebble's meadow jumping mouse on the site and conduct necessary studies prior to any activities that could adversely affect them. *Note: numerous studies along the river in Weld County over the past 10-15 years have not found the presence of PMJM in the river corridor.*

4.3 ***Environmental education***

Mission: Explore a short grass prairie as the waters of Sheep Draw dissect flood plain into the willow-cottonwood riparian area at its confluence with the Cache la Poudre River. Learn about the hydrologic forces that have shaped this landscape, as well as plant and animal adaptations and human occupation of the area.

Goals

The Environmental Education Plan has three main goals for schools, teachers, students, families and community organizations:

1. **Promote and strengthen existing environmental education:**
 - a. Provide access to wetland, stream & prairie sites and supportive restoration, research-based data, content and resources.
 - b. ***Environmental education*** provided by classroom teachers, child care providers, community non-profits, government agencies, museums, businesses, and families.
2. **Connect teachers and students to standards-based, relevant, environmental education experiences in an effort to develop lifelong health, wellness and civic-minded behaviors:**
 - a. ***Environmental education*** topics can include agriculture, natural history, climate, outdoor adventure & recreation, wildlife and biology, geography, forestry, energy and water conservation, waste reduction, geology, recycling, and so many more.
3. **Increase awareness of and access to place-based environmental education opportunities for teachers and students using best practices that underpin environmental education principles.**

The Sheep Draw Open Space will protect and enhance the riparian area of the Poudre River, native vegetation and wildlife habitat, while also enhancing the existing Poudre River Trail and future additional non-motorized educational opportunities. The Open Space will provide educational opportunities regarding the values of the surrounding natural, geologic, cultural, and visual resources and the importance of responsible use and stewardship of the land. Features include:

- Trail head with paved trail as well as soft-surface nature trails
- Connections to Sheep Draw and the Poudre River Trails
- Aquatic and riparian conditions along the river corridor
- Important river ecosystems and natural values they provide

Implementation steps

There are a variety of implementations steps that will help achieve the goals for Environmental Education on this property. Primary is the identification of primary and secondary interpretive themes around which to develop specific programs and amenities.

The two primary interpretive themes for Sheep Draw Open Space are:

1. Connecting with Nature

It is not always easy to find time to enjoy nearby-nature spaces. Research demonstrates that spending increases creativity and encourages healthier lifestyles. The upstream Poudre Learning Center could offer experiential outdoor education curriculum for schools and youth groups. Goals of the program include helping students feel more comfortable outdoors and helping them develop important skills while teaching them about their natural world (e.g., observation skills, map reading, and communication).

A self-guided interpretive trail in the Sheep Draw Open Space will encourage visitors to participate in similar nature observation and appreciation activities.

2. Value of Wetlands

Wetlands are important areas where land-based ecosystems transition into a water-based ecosystem. Sheep Draw Open Space offers a great opportunity to observe wetlands along the flood plain of the Poudre River. The many benefits of these wetlands include maintaining water quality, providing wildlife habitat and lessening the effect of floods and droughts. Wetlands serve as natural filters, keeping excess sediment and other pollution out of streams and rivers.

Wetland boardwalks would give visitors a firsthand look at the unique wetland hydrology, soils, plants and wildlife.

Other interpretive themes have been identified to complement the primary interpretive themes. These may include:

- Astronomy (including the use of outdoor lighting that minimizes light pollution)
- Cultural history
- “Green practices” and sustainable living
- Wildlife and plants of riparian forests
- Trail Walks; (including guided interpretive walks)
- Sunset Series and Sunday Hikes
- Service Learning Projects (trail maintenance and trash clean-up)
- Geocaching, birding events, etc.
- Teacher workshops

Resources:

- *Colorado Environmental Education Plan: Leveraging Resources to Advance Environmental Literacy*, Developed by Colorado Department of Education and Colorado Department of Natural Resources, Publisher; Colorado Department of Education: Denver, Colorado, 2012

4.4 Cultural and Recreational Resource Management

Goals

The goals for Cultural and Recreational Resource Management are to seek opportunities to raise public awareness of cultural resources associated with the site and to protect, develop and enhance appropriate recreational resources to allow the visitor to experience the site and, thereby, increase the public's appreciation of the site and develop their stewardship interests.

Implementation steps

Implementation steps to achieve the Cultural Resource management goals include undertaking additional research to identify cultural resources associated with the site, identifying opportunities to interpret cultural resources associated with the site and development of projects and programs to achieve these goals.

As discussed in Sections 3 of this Management Plan, the primary cultural resources are the Cache la Poudre River National Heritage Area and the Greeley #3 Ditch. Greeley staff has begun researching archives for information about possible historic figures linked to the property.

Implementation steps for Recreational Resource Management include:

- On-going maintenance of the Poudre River Trail
- Development of a trailhead facility to include parking, restrooms, picnic shelters, interpretive signage and linkages to the existing Poudre River Trail and Sheep Draw Trail.
- Development of soft-surface nature trails to allow low-impact access to the natural features of the site.

4.6 Summary of Implementation Steps and Phasing

Hydrology

- Investigate the best approach to reconnect the river with its floodplain, enhance wetland area and function, and improve riparian habitat.
- Incorporate the site into approved wetland mitigation programs that are focused on City of Greeley impacts caused along the Poudre River and that improve riparian wetland habitat on the site.
- Investigate opportunities to create pool habitat by increased scour at high flows through retaining large woody debris, log revetments, and other soil-bioengineering improvements.
- Consider relocation of the Poudre Trail when threatened by channel migration rather than bank reinforcement. (Map xx – recommended relocation)
- Maintain healthy native vegetation cover to prevent soil erosion in upland areas.

Forest, grassland and wetlands

- Inventory native and non-native vegetation. Conduct studies to address the presence or absence of Ute-ladies'-tresses orchid (*Spiranthes diluvialis*) and Colorado Butterfly plant (*Gaura neomexicana*) prior to implementation of activities that could impact them including weed control and wetland mitigation.
- Incorporate the site into approved wetland mitigation programs that are focused on City of Greeley impacts caused along the Poudre River and that improve riparian wetland habitat on the site.
- Incorporate Sheep Draw Natural Area into the City of Greeley Integrated Management Plan for Noxious Weeds.
- Revegetate the riparian wetlands and floodplain areas with appropriate native seed mixes where appropriate and restore old roads and disturbed areas on the property.
- Incorporate information on revegetation efforts as part of educational programs.
- Leave cottonwood snags that are not a safety hazard, for cavity nesting birds.
- Explore the potential reintroduction of fire as a natural disturbance for the site. Because of the limited area, if prescribed fire is applied, smaller areas should be burned so the entire site is not burned in one year.

Wildlife

- Leave cottonwood snags that are not a safety hazard, for cavity nesting birds.
- Consult with the U. S. Fish and Wildlife Service regarding the presence of Prebble's meadow jumping mouse on the site and conduct necessary studies prior to any activities that could adversely affect them. *Note: numerous studies along the river in Weld County over the past 10-15 years have not found the presence of PMJM in the river corridor.*

Environmental Education

- Confirm/develop interpretive themes
- Develop educational programs for youth and adults

Cultural and Recreational Resources

- Research additional cultural site information
- Develop interpretive projects/programs
- On-going maintenance of the Poudre River Trail
- Development of a trailhead facility to include parking, restrooms, picnic shelters, interpretive signage and linkages to the existing Poudre River Trail and Sheep Draw Trail.
- Development of soft-surface nature trails to allow low-impact access to the natural features of the site.

5. Appendix

5.1 Species Lists

5.2 Soils Map

5.3 Site Maps

- Existing conditions
- Draft restoration plans
- Floodway/floodplain
- Existing/planned recreational amenities

5.4 Trailhead draft plan

6. Bibliography

Cache la Poudre River National Heritage Area Management Plan
US ACOE Flood Mitigation Study

DEED OF CONSERVATION EASEMENT

NOTICE: THIS PROPERTY INTEREST HAS BEEN ACQUIRED IN PART WITH GRANT #12613 (“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 is made this ____ day of _____, 2014, by the City of Greeley, a Colorado municipal corporation, having its address at 1000 10th Street, Greeley, Colorado 80631 (“Grantor”), in favor of the Town of Windsor, having its address at 310 Walnut Street, Windsor, Colorado 80550, and Larimer County having its address at _____(the “Grantees”)(collectively, the “Parties”).

RECITALS:

A. Grantor is the sole owner in fee simple of approximately 158 acres of real property located in Weld County, Colorado, more particularly described in **Exhibit A** attached hereto and generally depicted on the map attached hereto as **Exhibit B**, both of which are incorporated herein by this reference (the “Property”).

B. The Property possesses natural, scenic, open space, educational, and recreational values (collectively, “Conservation Values”) of great importance to Grantor, the people of the City of Greeley and Weld 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.

i. **Relatively Natural Habitat.** The property contains a combination of saltgrass meadows, wetlands, and cottonwood stands adjacent to and along a one-mile reach of the Cache la Poudre River. The diverse habitat on the property provides food, shelter, breeding ground, and migration corridors for several wildlife species, including white-tailed and mule deer, coyote, black-tailed prairie dog, great blue heron, bald eagle, and red-tailed hawk.

ii. **Open Space.** The property qualifies as open space because it has been preserved for the scenic enjoyment of the general public and yield a significant public benefit.

iii. **Scenic Enjoyment.** The property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The property is visible to the general public from North 59th Avenue and the Poudre River Trail, which are open to and actively utilized by residents of the City of Greeley, Weld County, and the State of Colorado.

iv. **Significant Public Benefit.** There is a strong likelihood that development of the property would lead to or contribute to degradation of the scenic and natural character of the area. As a large parcel of open space, preservation will continue to buffer critical wildlife habitat and add to an important stopover for migratory raptors, songbirds, shorebirds, and waterfowl. In addition, the public acquisition of this property furthers Congress' vision in designating the Cache la Poudre River National Heritage Area "to provide for the interpretation... of the unique and significant contributions to our national heritage of cultural and historic lands, waterways and structures within the Heritage Area."

v. **Outdoor Recreation and Education of the General Public.** The property will provide public access for passive outdoor recreation and education and trail connections and associated recreation access for the use and enjoyment of the general public along a portion of the 21-mile Poudre River Trail.

C. Grantor intends that the Conservation Values 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 recreational use of the Poudre River Trail, oil and gas mining operations, and the Greeley No. 3 Canal and associated service road 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.

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

E. Each of the Grantees is a governmental entity that has an open space program dedicated to land conservation.

F. Each of the Grantees is qualified to hold conservation easements as a governmental entity under C.R.S. § 38-30.5-104.

G. 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.

H. Grantees agree by accepting this Easement to preserve and protect in perpetuity the Conservation Values for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and, in particular, C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in 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 § 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 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. Baseline Documentation Report. The parties acknowledge that a written report has been prepared, reviewed and approved by the Grantor and Grantees as of the conveyance date of this Easement(the “Baseline Report”). A copy of the Baseline Report shall be kept on file by all parties and by this reference made a part hereof. The parties acknowledge that the Baseline Report is intended to establish the condition of the Property as of the conveyance date of this Easement, and all parties have acknowledged the same in a signed statement, a copy of which is attached hereto as Exhibit C. The parties further 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.

3. Rights of Grantees. To accomplish the Purpose of this Easement, the following rights are hereby conveyed to Grantees;

a. To preserve and protect the Conservation Values;

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, and Grantees shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

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

4. Reserved Rights. Grantor reserves to Grantor, and to Grantor’s personal representatives, heirs, successors, and assigns, all rights accruing from Grantor’s 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 prohibited or restricted herein and that do not substantially diminish or

impair the Conservation Values. Without limiting the generality of the foregoing, the Grantor reserves the right to:

- a. Establish, restore, enhance, maintain, and protect aquatic, wetland, riparian, and wildlife habitat, which habitat may be used as mitigation.
- b. Allow non-commercial, non-motorized low-impact recreational uses.
- c. Continue oil and gas mineral development that operates pursuant to existing leases on the property.
- d. Construct and maintain paved and unpaved trails and appurtenant structures on the property for recreation, wildlife watching, and multi-use non-vehicular transportation purposes.
- e. Construct and maintain a trailhead facility for access to the Property that may include access driveways, fences for vehicular and access control, vehicular parking, restroom facilities, picnic facilities, native landscaping, and signs for directional, regulatory, and interpretive purposes.
- f. Construct and maintain interpretive signs and exhibits to provide visitors with information on Conservation Values, and natural features on the Property.
- g. Manage vegetation including noxious weed control, fuels management, and establishment of native species to preserve and enhance the Conservation Values.
- h. Manage nuisance animals through appropriate methods as needed to protect and preserve the Conservation Values.
- i. Construct and maintain fences as needed to protect and preserve aquatic, riparian, wetland, and wildlife habitat.
- j. Perform flood water mitigation, remediation, and reclamation as necessary to protect and preserve the Conservation Values.

5. 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. Development Rights. To fulfill the Purpose of this Easement, Grantor hereby conveys to the Grantees all development rights deriving from, based upon or attributable to the Property in any way (“Grantees’ Development Rights”), except those expressly reserved by Grantor herein, and the parties agree that Grantees’ Development Rights shall be held by the Grantees 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.

b. Construction of Building and Other Structures. The construction of any building, structure or other improvement, except those existing on the date of this Easement, is prohibited except in accordance with Paragraph 4. All existing buildings, structures, and other improvements are generally identified on the map attached hereto as **Exhibit B**. With Grantees' approval, existing buildings, structures, and improvements may be replaced and reasonably enlarged in their current locations or other such locations that Grantees determine do not substantially diminish or impair the Conservation Values. Grantor may maintain and repair existing buildings, structures and improvements without Grantees' approval. Any new building, structure or other improvement constructed on the property for the purposes of the reserved rights described in Paragraph 4 by Grantor or Grantor's lessees will be coordinated with Grantees, to the maximum extent practicable, to ensure compatibility with the Conservation Values.

c. Residential, Recreational, and Commercial Improvements. Under no circumstances shall any new residential or commercial structures be constructed on the Property except as specifically reserved in Paragraph 4. Under no circumstances shall any new recreational building, structure or improvement be built on the Property, including but not limited to, athletic fields, golf courses or ranges, race tracks, airstrips, helicopter pads, or shooting ranges except as specifically reserved in Paragraph 4. Commercial structures constructed for the purposes of the reserved rights in Paragraph 4 will be coordinated with the Grantees, to the maximum extent practicable, to ensure compatibility with the Conservation Values.

d. Agricultural Improvements. Loafing sheds, corrals, water lines, water tanks and other minor agricultural structures and improvements may be constructed anywhere on the Property. Notwithstanding the foregoing, no agricultural improvements shall be constructed in the aquatic, wetland, riparian, or wildlife habitat, the preservation of which is important to achieve the Purpose of this Easement. Construction of any other new agricultural buildings or improvements other than those covered by this subparagraph (d) is prohibited.

e. Fences. New fences may be constructed on the Property and existing fences may be repaired or replaced for the purpose of reasonable and customary management of livestock and wildlife, or for separation of ownership and uses, including oil and gas operations, or for protection of aquatic, wetland, riparian, and wildlife habitat intended for use as mitigation. Construction of fences other than those covered by this subparagraph (e) is prohibited. Except in the trailhead building envelope and around gardens or crop storage areas, new fencing shall be constructed in a manner that is compatible with the movement of wildlife across the Property.

f. 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 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

g. Mining.

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

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

(3) Notwithstanding any of the foregoing to the contrary, soil, sand, gravel or rock may be extracted upon written notice to but without further permission from the Grantees, so long as such extraction is solely for use on the Property for non-commercial purposes, is in conjunction with activities permitted herein, is accomplished in a manner which is

consistent with the Purpose of this Easement, and does not substantially diminish or impair the Conservation Values. Any such extraction shall be limited to an area less than one-half acre size at any given time. Any area which is disturbed by extraction must be re-vegetated and restored to a natural condition promptly after completion of extraction.

(4) This paragraph (g) shall be interpreted in a manner consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto.

h. Paving and Road and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed without Grantees' approval except as specifically allowed in Paragraph 4 or for temporary construction use for development of aquatic, wetland, riparian, or wildlife habitat.

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

j. Motorized Vehicles. Motorized vehicles may be used only in conjunction with activities permitted by this Easement and in a manner that does not substantially diminish or impair the Conservation Values. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

k. Commercial or Industrial Activity.

(1) No industrial uses shall be allowed on the Property except for the existing oil and gas activities existing on the property at the time of this grant. Commercial uses are allowed, as long as they are conducted in a manner that is consistent with § 170(h) of the United States Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, are consistent with the Purpose of the Easement, and do not substantially diminish or impair the Conservation Values. Without limiting other potential commercial uses that meet the foregoing criteria, the following uses are allowed:

(a) Grazing livestock, such as cattle, horses, sheep, swine, goats and similar animals as a vegetation management tool consistent with the Management Plan.

(b) Development and construction of aquatic, wetland, riparian and wildlife habitat intended for use as multiple resource mitigation or a private or commercial Mitigation or Conservation Bank operating under the regulations and policies of the Clean Water Act and the Endangered Species Act or other applicable federal or state laws.

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

l. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for "no trespassing" signs,

signs regarding low impact recreational uses, signs informing the public of the status of ownership, or signs consistent with the uses allowed in Paragraph 4 above. No signs shall significantly diminish or impair the Conservation Values. Grantees 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.

6. Land Management / Management Plan.

To facilitate periodic communication between Grantor and the Grantees about management issues that may impact the Conservation Values, the Property shall be operated and managed in accordance with a "Management Plan" jointly prepared by Grantor and the Grantees, which plan shall be initially agreed upon within one year of the date of this Easement and shall be reviewed at least every five years and updated if either party determines an update is necessary.

7. Grantor Notice and Grantee Approval. The purpose of requiring Grantor to notify the Grantees prior to undertaking certain permitting activities is to afford the Grantees an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify the Grantees in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the Purpose of this Easement. Where Grantees' approval is required, Grantor shall not undertake the requested activity until Grantor has received Grantees' approval in writing. Grantees shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefor and submittal of sufficient supporting details as described above. Grantees' approval may be withheld only upon Grantees' 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.

8. Enforcement. If the Grantees believe there is a violation of this Easement, Grantees shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either:

a. Restore the Property to its condition prior to the violation; or

b. Provide a written explanation to the Grantees of the reason why the alleged violation should be permitted, in which event both parties agree to meet as soon as possible to resolve their differences. If a resolution cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the violation during the mediation process. Should mediation fail to resolve the dispute, the Grantees may, at its discretion, take appropriate legal action. When, in Grantees' opinion, an ongoing or imminent violation could irreparably diminish or impair the Conservation Values, Grantees may, at their discretion, take appropriate legal action without pursuing mediation. If a court of competent jurisdiction determines that irreparable harm to the Conservation Values set forth herein is imminent, exists, or has occurred, Grantees may seek injunctive relief. The Board shall in no event be required to participate in any mediation.

9. Costs of Enforcement. The parties recognize that Grantor and Grantees are municipalities, bound by the limitations found in the Colorado Constitution, Article XI, Section 1, which provides that local governments cannot become responsible for any debt, contract or liability of any person, company or corporation, public or private. Accordingly, if the violation of any of the provisions of this Easement by either party require or result in the commencement of legal action, the parties agree that each party will be responsible for its own costs incurred because of the violation, including reasonable attorney's fees, costs of restoration and consultant fees.

10. No Waiver or Estoppel. Forbearance by the Grantees to exercise its rights under this Easement in the event of a violation of any term shall not be deemed or construed to be a waiver by the Grantees of such term or of any subsequent violation of the same or any other term of this Easement or of any of the Grantees' rights under this Easement. No delay or omission by the Grantees in the exercise of any right or remedy upon any violation by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including the one year statute of limitations for commencing an action to enforce the terms of a building restriction or to compel the removal of any building or improvement because of the violation of the same under C.R.S. § 38-41-119, *et seq.*

11. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantees 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, the Grantor shall make reasonable efforts to prevent third parties from performing, and shall not knowingly allow third parties to perform, any act on or affecting the Property that is inconsistent with the Purpose of this Easement

12. 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 and the Conservation Values.

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

14. Hold Harmless. To the extent permitted by law, Grantor shall hold harmless, indemnify, and defend Grantees and the Board and the members, directors, officers, employees, agents, and contractors and their heirs, representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local

law. Without limiting the foregoing, nothing in this Easement shall be construed as giving rise to any right or ability in Grantees or the Board, nor shall Grantees or 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 The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

15. Real Property Interest. This Easement constitutes a real property interest immediately vested in the Grantees, the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Paragraph 16 below, 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 according to the following Paragraph 16.

16. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can be terminated, whether in whole or in part, by the Grantor, Grantees and the Board adopting resolutions approving termination of the Easement. Each party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. The Grantees shall be entitled to full compensation for its interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantee's compensation shall be an amount at least equal to the Easement Value Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. The Board shall be entitled to receive 50 percent of Grantees' compensation. Grantees shall promptly remit the Board's share of these proceeds to the Board. Grantees shall use its proceeds in a manner consistent with the conservation purposes of this Easement.

17. Assignment.

a. This Easement is transferable, but the Grantees 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 Grantees 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 the Grantees 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 17.b., the Board shall consult with the Grantees 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 the Grantees assign this Easement to an organization designed by the Board that complies with Paragraph 17(a)(1), (2), and (3) above.

c. If the Grantees desire to transfer this Easement to a qualified organization having similar purposes as the Grantees, but Grantor or the Board has refused to approve the transfer, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on the Grantees by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceedings leading to the court's decision on the matter.

d. Upon compliance with the applicable portions of this Paragraph 17, 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.

18. Subsequent transfers. Grantor shall incorporate by reference the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. **Grantor further agrees to give written notice to the Grantees and the Board of the transfer of any interest at least 45 days prior to the date of such transfer and may be required to pay the Board an Additional Board Refund under Paragraph 19 below.** 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.

19. Additional Board Refund. The Board's Grant has provided partial consideration for Grantor's acquisition of fee title to the Property and/or partial real estate interests in the Property above and beyond this Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's 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 any 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 Paragraphs 15 and 16 above. Under no circumstances shall the Grantees be liable, directly or indirectly, for any portion of the Additional Board Refund to which the Board may be entitled to under this Paragraph.

a. 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) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of the 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.

b. 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 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).

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

To Grantor:

Becky Safarik
Assistant City Manager
1000 10th Street
Greeley, CO 80631

Director, Water and Sewer Department
1100 10th Street, Suite 300
Greeley, CO 80631

With a copy to:
City Attorney
1100 10th Street, Suite 401
Greeley, CO 80631

To Town of Windsor:

Director, Department of Parks, Recreation & Culture
301 Walnut Street
Windsor, CO 80550

With copy to:

Office of the Town Attorney
301 Walnut Street
Windsor, CO 80550

To Larimer County:

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
303 E. 17th Avenue, Ste. 1060
Denver, CO 80203

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

22. 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 whatsoever.

23. Recording. Grantee shall record this instrument in a timely fashion in the official records of Weld County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. General Provisions.

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

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

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

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

f. Joint Obligation. The obligations imposed upon the Grantor and the Grantees of this Easement shall be joint and several in the event that more than one entity or individual hold either interest at any given time.

g. Non-Merger. If the Grantees wish to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), the Grantees must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantees first transfer the Easement to another qualified organization consistent with Paragraph 17 above.

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

i. Termination of Rights and Obligations. Provided 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.

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

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

l. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and the Grantees may jointly amend this Easement as 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 Grantees' and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (3) receives the Board's prior written approval. Any amendment must be in writing, signed by all parties, and recorded in the records of Weld County. In order to preserve the Easement's priority, the Board may require that the Grantor obtain subordination 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 provisions of or exhibits to this Easement. Nothing in this paragraph shall be construed as requiring the Grantees or the Board to agree to any particular proposed amendment.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes is

impossible for continued use of the Property for conservation purposes and shall not constitute grounds for terminating grounds for terminating the Easement in whole or in part.

n. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the Board, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board 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.

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

TO HAVE TO HOLD unto Grantees, its successors, and assigns forever.

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

GRANTOR:

CITY OF GREELEY, COLORADO, a Municipal Corporation

ATTEST:

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO SUBSTANCE:

AS TO AVAILABILITY OF FUNDS:

By: _____
City Manager

By: _____
Director of Finance

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

GRANTEES:

PARCEL 1:

A PARCEL OF LAND BEING PART OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33 AND ASSUMING THE EAST LINE OF THE SE1/4 OF SAID SECTION 33 AS BEARING SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 2691.25 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00 DEGREES 06 MINUTES 03 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1285.58 FEET;

THENCE NORTH 65 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 198.82 FEET;

THENCE NORTH 83 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 63.87 FEET;

THENCE SOUTH 73 DEGREES 18 MINUTES 50 SECONDS WEST A DISTANCE OF 110.57 FEET;

THENCE SOUTH 68 DEGREES 29 MINUTES 41 SECONDS WEST A DISTANCE OF 168.01 FEET;

THENCE SOUTH 84 DEGREES 32 MINUTES 09 SECONDS WEST A DISTANCE OF 48.92 FEET;

THENCE SOUTH 74 DEGREES 31 MINUTES 55 SECONDS WEST A DISTANCE OF 208.77 FEET;

THENCE SOUTH 85 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 58.54 FEET TO THE

NORTH LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 33; THENCE- SOUTH 89 DEGREES 21

MINUTES 31 SECONDS WEST ALONG THE NORTH LINE OF SAID SE1/4SE1/4 A DISTANCE OF 125.87

FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND AS RECORDED IN BOOK 87 AT

PAGE 119 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR);

THENCE ALONG THE NORTHWESTERLY AND WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCES:

THENCE SOUTH 46 DEGREES 25 MINUTES 35 SECONDS WEST A DISTANCE OF 85.07 FEET;

THENCE SOUTH 21 DEGREES 24 MINUTES 29 SECONDS WEST A DISTANCE OF 130.91 FEET;

THENCE SOUTH 34 DEGREES 43 MINUTES 52 SECONDS WEST A DISTANCE OF 99.83 FEET;

THENCE SOUTH 50 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 28.54 FEET;

THENCE SOUTH 64 DEGREES 12 MINUTES 59 SECONDS WEST A DISTANCE OF 132.69 FEET;

THENCE SOUTH 34 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 129.28 FEET TO THE WEST LINE OF SAID SE1/4SE1/4;

THENCE SOUTH 00 DEGREES 06 MINUTES 31 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 31.88 FEET;

THENCE SOUTH 47 DEGREES 02 MINUTES 14 SECONDS WEST A DISTANCE OF 81.43 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 48 SECONDS WEST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89 DEGREES 03 MINUTES 07 SECONDS WEST A DISTANCE OF 98.91 FEET;

THENCE SOUTH 82 DEGREES 31 MINUTES 43 SECONDS WEST A DISTANCE OF 81.73 FEET;

THENCE SOUTH 79 DEGREES 50 MINUTES 56 SECONDS WEST A DISTANCE OF 55.39 FEET;

THENCE NORTH 79 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 151.29 FEET;

THENCE SOUTH 88 DEGREES 43 MINUTES 45 SECONDS WEST A DISTANCE OF 93.89 FEET;

THENCE NORTH 86 DEGREES 13 MINUTES 45 SECONDS WEST A DISTANCE OF 109.82 FEET;

THENCE NORTH 57 DEGREES 59 MINUTES 06 SECONDS WEST A DISTANCE OF 35.88 FEET;

THENCE NORTH 43 DEGREES 52 MINUTES 48 SECONDS WEST A DISTANCE OF 43.07 FEET;

THENCE NORTH 27 DEGREES 36 MINUTES 46 SECONDS WEST A DISTANCE OF 168.18 FEET;

THENCE NORTH 35 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 48.61 FEET;

THENCE NORTH 49 DEGREES 48 MINUTES 52 SECONDS WEST A DISTANCE OF 84.62 FEET;

THENCE NORTH 52 DEGREES 53 MINUTES 31 SECONDS WEST A DISTANCE OF 59.95 FEET;

THENCE NORTH 51 DEGREES 49 MINUTES 36 SECONDS WEST A DISTANCE OF 127.58 FEET;

THENCE NORTH 41 DEGREES 14 MINUTES 47 SECONDS WEST A DISTANCE OF 70.71 FEET;
THENCE NORTH 49 DEGREES 26 MINUTES 50 SECONDS WEST A DISTANCE OF 38.60 FEET;
THENCE NORTH 75 DEGREES 53 MINUTES 29 SECONDS WEST A DISTANCE OF 118.00 FEET TO THE WEST LINE OF SAID SE 1/4;
THENCE NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 1340.18 FEET TO THE CENTER QUARTER CORNER;
THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 59 SECONDS EAST ALONG THE WEST OF THE SW1/4 OF THE NE1/4 OF SAID SECTION 33, A DISTANCE OF 949.70 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND AS RECORDED NOVEMBER 17, 1929 IN BOOK 861 AT PAGE 245 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE SOUTHERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE FOLLOWING 7 COURSES AND DISTANCES:
THENCE SOUTH 86 DEGREES 22 MINUTES 46 SECONDS EAST, A DISTANCE OF 372.00 FEET;
THENCE SOUTH 62 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 325.00 FEET;
THENCE SOUTH 81 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 160.00 FEET;
THENCE NORTH 68 DEGREES 22 MINUTES 14 SECONDS EAST, A DISTANCE OF 208.00 FEET;
THENCE NORTH 42 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 112.00 FEET;
THENCE NORTH 27 DEGREES 37 MINUTES 14 SECONDS EAST, A DISTANCE OF 280.00 FEET;
THENCE NORTH 51 DEGREES 42 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.63 FEET TO THE EAST LINE OF SAID SW1/4 NE1/4;
THENCE SOUTH 00 DEGREES 07 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE A DISTANCE OF 22.15 FEET;
THENCE NORTH 45 DEGREES 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.67 FEET;
THENCE NORTH 63 DEGREES 50 MINUTES 04 SECONDS EAST, A DISTANCE OF 160.13 FEET;
THENCE NORTH 89 DEGREES 27 MINUTES 09 SECONDS EAST, A DISTANCE OF 111 .78 FEET;
THENCE SOUTH 69 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 100.49 FEET;
THENCE SOUTH 82 DEGREES 35 MINUTES 30 SECONDS EAST, A DISTANCE OF 137.65 FEET;
THENCE SOUTH 68 DEGREES 11 MINUTES 03 SECONDS EAST, A DISTANCE OF 165.91 FEET;
THENCE SOUTH 28 DEGREES 52 MINUTES 32 SECONDS EAST, A DISTANCE OF 43.94 FEET;
THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST, A DISTANCE OF 64.33 FEET;
THENCE SOUTH 13 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 324.59 FEET;
THENCE SOUTH 19 DEGREES 34 MINUTES 19 SECONDS WEST, A DISTANCE OF 161.03 FEET;
THENCE SOUTH 50 DEGREES 43 MINUTES 54 SECONDS WEST, A DISTANCE OF 131.36 FEET;
THENCE SOUTH 13 DEGREES 02 MINUTES 26 SECONDS WEST, A DISTANCE OF 216.42 FEET;
THENCE SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST, A DISTANCE OF 72.67 FEET;
THENCE SOUTH 53 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 186.22 FEET;
THENCE SOUTH 48 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 99.79 FEET;
THENCE SOUTH 70 DEGREES 38 MINUTES 59 SECONDS EAST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 76 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 63.20 FEET;
THENCE NORTH 37 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 75.14 FEET;
THENCE NORTH 43 DEGREES 25 MINUTES 09 SECONDS EAST, A DISTANCE OF 135.70 FEET;
THENCE NORTH 27 DEGREES 34 MINUTES 07 SECONDS EAST, A DISTANCE OF 164.81 FEET;
THENCE NORTH 39 DEGREES 43 MINUTES 50 SECONDS EAST, A DISTANCE OF 35.09 FEET;
THENCE NORTH 43 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 170.63 FEET;
THENCE NORTH 63 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 54 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 51 .90 FEET TO THE WESTERLY LINE OF THAT PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WCCR;
THENCE ALONG THE WESTERLY, SOUTHERLY, AND EASTERLY LINE OF THE AFORESAID

PARCEL OF LAND BY THE FOLLOWING 6 COURSES AND DISTANCE:

**THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 324.96 FEET;
THENCE SOUTH 07 DEGREES 30 MINUTES 06 SECONDS EAST, A DISTANCE OF 413.30 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 51 SECONDS WEST, A DISTANCE OF 254.59 FEET;
THENCE NORTH 89 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 20.12 FEET TO THE
WESTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 31, ALSO BEING THE WESTERLY
RIGHT-OF-WAY LINE OF 59TH AVENUE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINES BY THE FOLLOWING 2 COURSES AND
DISTANCE:**

**THENCE NORTH 00 DEGREES 06 MINUTES 03 SECONDS EAST, A DISTANCE OF 502.42 FEET;
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST, A DISTANCE OF 433.60 FEET;
THENCE SOUTH 63 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 33.45 FEET TO THE
EAST LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 33;**

**THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID
SE1/4 NE1/4 A DISTANCE OF 418.79 FEET TO THE POINT OF BEGINNING.**

**EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY
DEED RECORDED IN BOOK 87 AT PAGE 119.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED
RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS
RECEPTION NO. 2517822.**

**ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED BY DEED RECORDED IN BOOK
163 AT PAGE 486.**

PARCEL 2:

**A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH,
RANGE 66 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4 NE1/4 AND ASSUMING THE EAST LINE OF
SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS
DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS
CONTAINED HEREIN RELATIVE THERETO;**

**THENCE SOUTH 88 DEGREES 49 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID
SE1/4 NE1/4 TO THE NORTHWEST CORNER OF THAT
PARCEL OF LAND AS RECORDED OCTOBER 29, 1998 IN BOOK 1574 AS RECEPTION NO. 2517822 OF
THE RECORDS OF THE WELD COUNTY CLERK AND
RECORDER CCR), SAID POINT BEING THE TRUE POINT OF BEGINNING:**

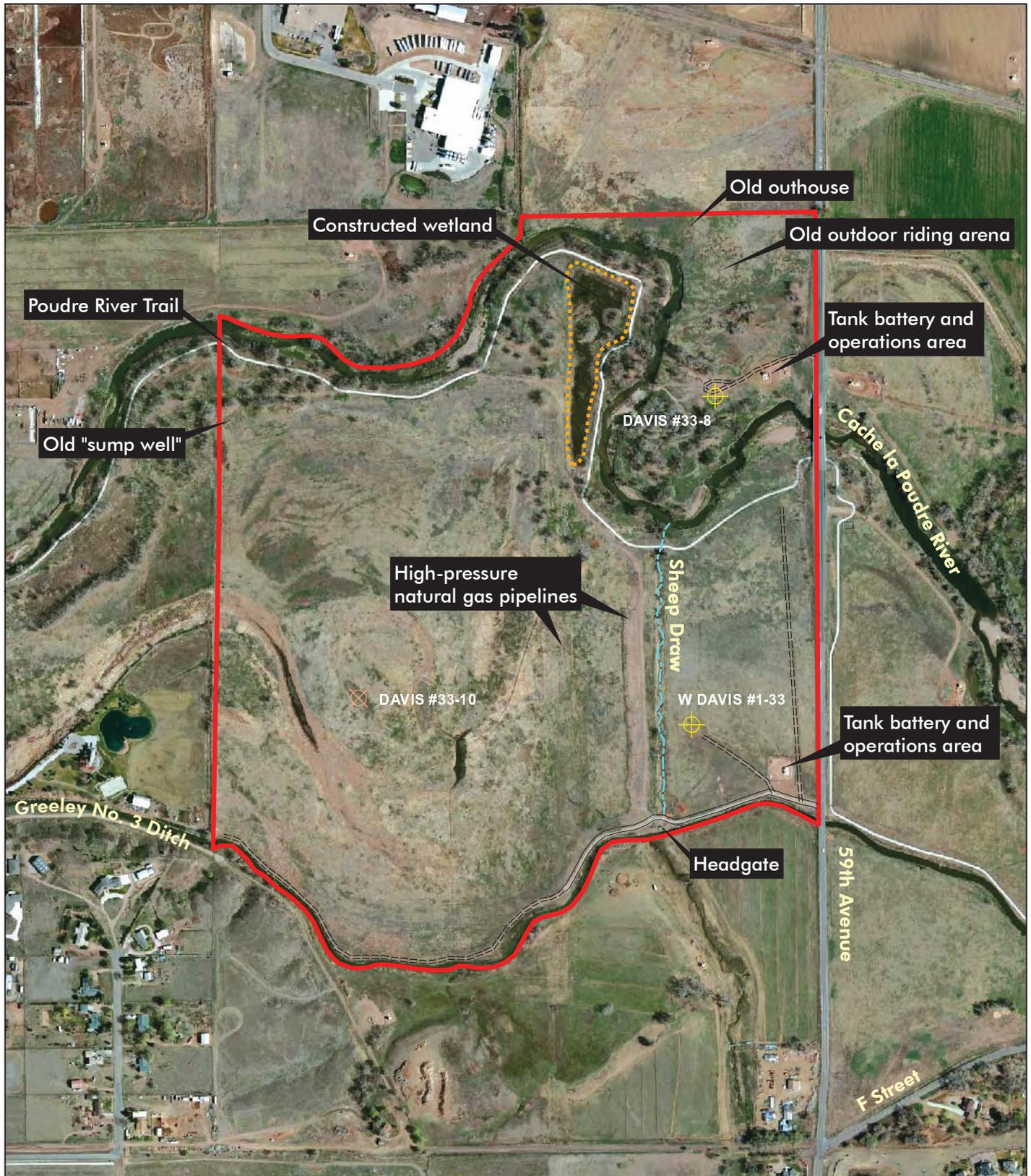
**THENCE ALONG THE WESTERLY LINE OF THE AFORESAID PARCEL OF LAND BY THE
FOLLOWING 4 COURSES AND DISTANCES:**

**THENCE SOUTH 00 DEGREES 07 MINUTES 06 SECONDS WEST, A DISTANCE OF 199.62 FEET;
THENCE SOUTH 04 DEGREES 39 MINUTES 52 SECONDS WEST, A DISTANCE OF 378.49 FEET;
THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 00 DEGREES 05 MINUTES 31 SECONDS WEST, A DISTANCE OF 299.28 FEET;
THENCE NORTH 54 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 51.90 FEET;
THENCE SOUTH 63 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 63.90 FEET;
THENCE SOUTH 43 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 170.63 FEET;
THENCE SOUTH 39 DEGREES 43 MINUTES 50 SECONDS WEST, A DISTANCE OF 35.09 FEET;
THENCE SOUTH 27 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 164.81 FEET;
THENCE SOUTH 43 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 135.70 FEET;
THENCE SOUTH 37 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 75.14 FEET;
THENCE SOUTH 76 DEGREES 48 MINUTES 39 SECONDS WEST, A DISTANCE OF 63.20 FEET;**

THENCE NORTH 70 DEGREES 38 MINUTES 59 SECONDS WEST, A DISTANCE OF 83.64 FEET;
THENCE NORTH 48 DEGREES 59 MINUTES 56 SECONDS WEST, A DISTANCE OF 99.79 FEET;
THENCE NORTH 53 DEGREES 47 MINUTES 20 SECONDS WEST, A DISTANCE OF 186.22 FEET;
THENCE NORTH 03 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 72.67 FEET;
THENCE NORTH 13 DEGREES 02 MINUTES 26 SECONDS EAST, A DISTANCE OF 216.42 FEET;
THENCE NORTH 50 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 131.36 FEET;
THENCE NORTH 19 DEGREES 34 MINUTES 19 SECONDS EAST, A DISTANCE OF 161.03 FEET;
THENCE NORTH 13 DEGREES 38 MINUTES 37 SECONDS EAST, A DISTANCE OF 324.59 FEET;
THENCE NORTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 64.33 FEET;
THENCE NORTH 28 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 43.94 FEET;
THENCE NORTH 68 DEGREES 11 MINUTES 03 SECONDS WEST, A DISTANCE OF 165.91 FEET;
THENCE NORTH 82 DEGREES 35 MINUTES 30 SECONDS WEST, A DISTANCE OF 137.65 FEET;
THENCE NORTH 69 DEGREES 10 MINUTES 57 SECONDS WEST, A DISTANCE E OF 100.49 FEET;
THENCE SOUTH 89 DEGREES 27 MINUTES 09 SECONDS WEST, A DISTANCE OF 111.78 FEET;
THENCE SOUTH 63 DEGREES 50 MINUTES 04 SECONDS WEST, A DISTANCE OF 160.13 FEET;
THENCE SOUTH 45 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 23.67 FEET TO THE WEST LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 00 DEGREES 07 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 150.20 FEET TO THE NORTHWEST CORNER OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID SE1/4 NE1/4, A DISTANCE OF 1270.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND BEING PART OF THE SE1/4 OF THE NE1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN. COUNTY OF WELD. STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SE1/4NE 1/4 AND ASSUMING THE EAST LINE OF SAID SE1/4 NE1/4 AS BEARING SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST, AS DETERMINED BY GPS OBSERVATION, A DISTANCE OF 1363.96 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:
THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 945.17 FEET;
THENCE NORTH 63 DEGREES 37 MINUTES 04 SECONDS WEST A DISTANCE OF 33.45 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WELD COUNTY ROAD NO 31, ALSO BEING 59TH AVENUE, AND BEING ON THE EASTERLY LINE OF THE PARCEL OF LAND AS RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822 OF THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER (WCCR),
THENCE NORTH 00 DEGREES 07 MINUTES 18 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID RIGHT OF WAY LINES AND ALSO BEING THE EASTERLY LINE OF THE AFORESAID PARCEL OF LAND A DISTANCE OF 929.69 FEET TO THE NORTHEAST CORNER OF THE AFORESAID PARCEL OF LAND AND BEING THE NORTH LINE OF SAID SE1/4 NE1/4;
THENCE NORTH 88 DEGREES 49 MINUTES 14 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO UNION COLONY OF COLORADO BY DEED IN BOOK 87 AT PAGE 119.
ALSO EXCEPTING THEREFROM A PARCEL OF LAND CONVEYED TO CITY OF GREELEY BY DEED RECORDED OCTOBER 29, 1996 IN BOOK 1574 AS RECEPTION NO. 2517822.



Sheep Draw Property Baseline Inventory

- Property boundary
- Constructed wetland
- Gravel road
- Two-track road
- X Abandoned well location
- + Producing oil and gas well

Information on this map is provided for purposes of discussion and visualization only.



Figure 3
Property Features

Prepared for: City of Greeley
File: 5447 figure 3 Baseline.mxd [dlH]
June 2013



OWNER ACKNOWLEDGEMENT STATEMENT

| Grantor | Grantees | |
|--|--|---|
| City of Greeley Culture, Parks, and Recreation 651 10th Avenue Greeley, Colorado 80631 Telephone: (970) 350-9406 | Larimer County Natural Resources Department 1800 South County Road 31 Loveland, Colorado 80537 Telephone: (970) 679-4570 | Town of Windsor Parks and Open Space Division 301 Walnut Street Windsor, Colorado 80550 Telephone: (970) 674-2422 |

LAND TYPE

The property consists of 158 +/- acres located in western Weld County that has historically been used for agriculture. Vegetation communities on the property include approximately: 110 acres of saltgrass meadow; 15 acres of riparian community; 6 acres of wetlands; 3 acres constructed wetlands; 4 acres of cottonwood stands outside the riparian community; 5 acres of open water; and 15 acres of disturbed grasslands.

CONDITION OF LAND

The property is in the West ½ of Section 33, Township 6 North, Range 66 West of the 6th Principal Meridian in Weld County, Colorado (Figure 1). Topography on the property is generally flat with an elevation of about 4,700 feet. Historically, the property and surrounding area have been agricultural, undeveloped, rural residential, commercial, or used for oil and gas production.

In compliance with Title 26 of the Internal Revenue Code [§1.170A-14(g)(5)], and to the best of my knowledge, this Baseline Inventory Report, including text, maps, and photographs, is an accurate representation of the Sheep Draw Property conservation easement property on _____, the time of the conveyance of the conservation easement. [month/day/year]

Grantor Signature *Date*

Grantee Signature *Date*

Grantee Signature *Date*

JAMES M. MOCK, PLLC

ATTORNEY AT LAW
P.O. BOX 11196
BOULDER, COLORADO 80301

TELEPHONE: 303-915-3289
E-MAIL: JIM@MOCKLAWOFFICE.COM

MEMORANDUM

January 30, 2014

VIA EMAIL

TO: Town Board of Trustees
Town of Windsor

CC: Kelly Arnold, Town Manager
Ian McCargar, Town Attorney
Town of Windsor
Dave Cocolin
The Landhuis Company
Bill Ankele, Esq.
Robert Rogers, Esq.
White, Bear & Ankele, P.C.

FROM: James M. Mock

RE: **Study Session for Harmony Ridge Metropolitan District**

The Landhuis Company (“Developer”) seeks the Town’s authorization to form six coordinated Metropolitan Districts for purposes of facilitating development of its 452 acre Harmony Ridge Project. The Project is located partially in the northwest corner of the Town and at build-out is expected to have 4,000 residents and possibly some commercial development. The Town’s authorization, if granted, would come in the form of an Ordinance approving a consolidated Service Plan for the Districts.

The Town’s Special District Ordinance requires that “[a]ll service plans submitted to the Town should follow the basic outline, form, sequence and structure of [the Town’s Model Service Plan]. Service plans should duplicate the language contained in the Model Service Plan, and justification shall be provided for any material departures.” Code §19-1-60(b).

The Harmony Ridge Developer is requesting many changes from the Town's Special District Ordinance and Model Service Plan. The Town Manager has granted the Developer's request to put the Service Plan before the Town Board for feedback. Staff has concerns about some changes and is supportive of other changes.

It has been several years since the Town processed an application for a metropolitan district, and there has been turnover on the Town Board. This Memo provides some background on metropolitan districts and the Town's metropolitan district policy. It then describes the Developer's requested changes, frames the issues, and provides recommendations.

Background on Metropolitan Districts and the Town's Policy

This section provides some background on metropolitan districts in general and the Town's history and policy with regard to the same. **To skip this background piece and cut straight to the issues before us tonight, you can jump to page 4 of this Memo.**

Metropolitan Districts Generally

Special districts are governed by the Special District Act, Article 1 of Title 32, C.R.S., and are created for the purpose of providing one or more public services, such as water, sanitation, fire, etc. A metropolitan district is a special district that provides two or more services; usually they are organized for the purpose of financing public infrastructure (such as streets, water, sewer, open space) in connection with land development.

Once organized, a special district is a quasi-municipal corporation and political subdivision of the State, separate and independent from the Town. The district will be governed by its board of directors. Directors will be elected by the eligible electors of the district (i.e., natural persons registered to vote in Colorado who live within the boundaries of the district or own taxable property within the district). Because land developments are typically uninhabited for a few years, employees and affiliates of the developer constitute and control the board of directors from formation until homeowners have lived in the district for up to two to four years.

A district must operate pursuant to State law and its Service Plan. The district cannot be organized without the Town's approval of the Service Plan, which approval is granted, granted with conditions, or denied in the Town Board's legislative discretion. The Town's primary opportunity to control and shape the district is thus during the Service Plan approval process. The Town's ability to apply stricter regulations to the district after approval of the Service Plan might be limited.

Districts typically finance public improvements through the issuance of tax-exempt bonds. Tax-exempt bonds carry a lower interest cost than do bonds issued by private entities. Districts allow the costs of public improvements to be spread out over time rather than front-loaded into property purchase prices, and they can enhance communities in a way that might not otherwise be possible without a district. Operations and maintenance costs and debt service is typically funded through the District's imposition of a property tax mill levy collected by the county assessor, service and development fees, or some combination thereof.

Windsor Policy

Municipalities are entitled to regulate Districts above and beyond the Special District Act. The Town Board went through a nine-month public process in adopting a special district policy, codified at Town Code Chapter 19, Article 1 in October 2007 (the "Special District Ordinance" or "Ordinance"), and a Model Service Plan. These documents set forth Town policy with regard to reviewing and approving Service Plans. The Model Service Plan is the embodiment of and closely follows the Ordinance.

Prior to adopting the Town policy in 2007, the Town's general approach to metropolitan districts was apparently to allow a district to be formed for the purpose of simply financing public amenities (e.g., swimming pool, privacy fence, etc.) and nothing more. (There were apparently some exceptions to this position where commercial property was involved). After studying the matter in 2007, the Town decided to liberalize and formalize its metropolitan district policies by allowing developers to finance public infrastructure required for a project so long as the existence of the district enabled the project to be enhanced beyond what it would otherwise be.

The general idea was that many Front Range communities allow the cost of public improvements associated with a new development to essentially be financed by the taxes levied on property located within the project, and there was ultimately some public benefit to allowing developers in Windsor to shift more of the burden of public infrastructure costs onto taxpayers directly benefitted by such infrastructure. Along with this notion was the idea that if people living within metro districts were going to be paying more in taxes for 20 or 30 years, as compared to other Windsor homeowners living outside of metro districts, they should be getting something more than the basic public improvements required by the Town.

In adopting the 2007 policy, the Town essentially took a middle path between its earlier policy and the policy accepted by some municipalities of essentially allowing a

metropolitan district to operate and levy taxes to the maximum extent of State law. Members of the developer community provided significant input to the process, and a few districts were reviewed and approved, or amended, under the policy before the real estate bust.

Throughout this review process, the Harmony Ridge Developer has persistently requested that this Service Plan grant Harmony Ridge essentially full authority under State law. After four rounds of Service Plan review, the Developer has backed off of some of its requested changes. However, many requested changes remain. There are some legitimate policy reasons for taking a more permissive approach than what is set forth in the Model Service Plan; however, the Town Board has previously considered these issues and decided that the public oversight and welfare benefits embedded in the Town's current policy prevail.

Harmony Ridge Service Plan

The following lists the areas where the Developer's proposed Service Plan departs from or has otherwise not met Town Policy. In an attempt to manage the many outstanding issues and present them in a rough descending order of importance for Town Board feedback, I have categorized them into: *Policy Issues; Technical Issues; Language Clean-Up; and Consent Issues* (I believe the Consent Issues and Language Clean-Up will be seen as non-controversial, but they still constitute changes for which the Town Board should be informed).

The Town Board's review of a Service Plan is made in its legislative discretion. Departures from Town policy granted in one Service Plan are not binding on the Town Board the next time it reviews a Service Plan, but know that it is likely other districts are watching and will be in front of you requesting similar variances. In other words, bear in mind the potential precedential effect of any departures you authorize for this project.

Policy Issues

1. Multiple District Structure. The Developer has requested a multiple district structure for purposes of coordinating development and financing under which one District provides management services and issues bonds, one district provides covenant enforcement services, and the other four Districts levy taxes and pay the revenues therefrom over to the management District. The Town Code requires that the Service Plan *must fully describe and articulate the need, reasoning and mechanics if a multiple-District structure is proposed*. The Petitioner addresses

this requirement in Service Plan Section I.A. **Staff and I are not opposed to multiple districts for this project.**

2. Increase in Maximum Debt Service Mill Levy. The Town Code and Model Service Plan limit the maximum property tax that may be imposed on property within the Districts to pay debt to 30 mills. The Code and Model Service Plan limit the total mill levy (i.e. for debt *and* for ongoing operations and maintenance) that can be imposed to 35 mills. The Developer is requesting this debt service mill levy cap be increased to 50 mills, with the full levy that may be imposed on real property within the Districts limited to 60 mills. **In other words, the Developer is requesting the maximum mill levy be increased from 35 mills to 60 mills.** The Developer justifies this request based on the need to construct a six-mile trunk sewer line to connect the project to the Town's sanitary sewer system. **Staff believes this item qualifies as a truly extra-ordinary cost and are able to support this request, subject to all the other comments made in this section and the remainder of the Memo.**

The average initial estimated Assessed Value of a house in Harmony Ridge is \$240,000. Under the current 35 mill levy limit, the Districts would assess **\$668/year** in real property taxes on that house. If the mill levy cap is increased to the requested 60 mills, the Districts will assess **\$1,146/year** on that house – a difference of **\$478/year**.

- a. Accelerated Pay Down of Sewer Debt. The increase in the maximum debt service mill levy from 30 to 50 mills would be an extraordinary entitlement, and, if granted, the Town can expect future requests for 50 mills from other districts. **Staff recommends that the Town Board require the Districts to structure their Debt in such a way as to bring the debt service mill levy down to a position of parity as soon as possible with other Windsor Model Service Plan districts now organized and to be organized in the future.** Towards meeting this goal, **Staff and I recommend that revenues from any Cost Recovery be applied to reduce District Debt and that the Service Plan require bonds to include a mandatory special redemption provision for such revenues.** The Developer seems to be fine with this.

We have asked the Developer to have its underwriter work on this issue to find additional ways to bring the mill levy down. The underwriter's suggestions were limited to applying any cost recovery funds to pay down debt. I have offered to speak with the underwriter. **One possibility I have**

recently suggested is that only the first bond issue be authorized to be secured by a 50 mill pledge, and that the subsequent issue be secured by the standard 30 mill pledge. It would be helpful for the Developer to have its underwriter provide some scenarios to achieve the goal of accelerated pay down/mill levy reduction for Town consideration. Under this requirement, the cost of the sewer line might not exactly match up with the Bond issue amount (i.e., the sewer line is projected to cost \$4.4 Million and the first bond issue is projected to be \$6,450,000), but this structure appears to be a simple way to align, as much as conveniently possible while minimizing transaction costs, the mill levy increase with the extra-ordinary cost item of the sewer line.

3. Enhancements. Code Section 19-1-10 provides that “*district formation will not be favorably received unless the district enables the underlying project to be enhanced.*” In determining whether the project is enhanced, the Town may consider:
 - a. Ways in which the proposed services or improvements exceed the Town's minimum requirements and standards.
 - b. Ways in which the existence of the district facilitates the enhancement of the services or improvements and whether the enhancements are feasible without the district.
 - c. Any other factors the Town deems relevant under the circumstances.

The Service Plan does not establish or reference how creation of the District will lead to an enhanced project as contemplated by Code Section 19-1-10(a).

4. Eminent Domain (V.A.9). The Model Service Plan requires districts to get Town Board approval to use eminent domain. The Developer is requesting the Town authorize, via Service Plan approval, the Districts to use eminent domain for the purpose of obtaining right of way for the trunk sewer main. **Staff and I are supportive of this request if evidence is provided that eminent domain is needed for the trunk sewer main right of way.** Additionally, the Developer should provide more description of the proposed route in the Exhibits.
5. Provision of Operations and Maintenance Services (V.A.1). The Model Service Plan disfavors districts providing ongoing operations and maintenance services except where it is demonstrated that doing so is in the best interests of the Town

and future residents of the district. The Developer is proposing that the Districts provide the following services:

- a. Landscape maintenance and upkeep for common areas. Includes but is not limited to entrance and external street scape, and the non-potable water system that may be used to irrigate these areas.
- b. Maintenance and upkeep for common area fencing and entrance features.
- c. District Administrative, Legal and Accounting Services.
- d. Neighborhood Parks and Trails.
- e. Covenant Enforcement and Design Review Services.
- f. Mosquito Control

If not provided by the Districts, these services would fall to an HOA. The Developer has determined to not use an HOA and instead have the Districts provide the services (this issue is separately discussed below). **Staff and I are not opposed to the Districts providing operations and maintenance services, except that the Districts' provision of covenant enforcement services requires additional consideration by the Town Board (as discussed below).**

6. Perpetual Provision of Operations and Maintenance (V.A.1). If the District is allowed to provide operations and maintenance services, the next question is whether those services may be perpetual. The Model Service Plan provides that a District's authority to provide O&M services expires after 25 years, unless approved by the Town. If the Town approves, the District needs to then seek re-authorization every 10 years. This type of restriction is unusual and the Developer has requested that it be removed. **Staff and I are not opposed to this change.**

Arguments for keeping the Model Service Plan restriction include: it gives the Town an opportunity to "retire" a District from doing things (other than paying back debt and building public infrastructure) after 25 years. Arguments against keeping the 25 year restriction include: Districts, like other entities, like certainty and it might become difficult to plan for the future as the 25 year limit approaches; in the event the Districts must stop O&M activities, the community needs to find a successor to its obligations, and that could be difficult.

7. Covenant Enforcement (V.C.). The Developer is proposing to develop this project without a homeowners association ("HOA") to manage common areas, administer covenants, enforce covenants, and provide design review services. Instead, the Developer proposes to have the Districts provide all of these services. To our knowledge, this is the first project under the 2007 Model Service Plan to propose

doing this. Other than the general limitations on provision of operations and maintenance (discussed above), the Ordinance and Model Service Plan do not explicitly prohibit a District from providing these services.

The Town Board needs to determine whether it is comfortable with the Districts providing HOA services. Staff and I are neutral on the issue. The advantages to replacing an HOA with a metro district include:

- Tax payments to Metro Districts are generally tax deductible, whereas HOA dues are generally not tax deductible.
- Collection problems are greatly reduced via the property tax assessment and collection process.
- To the extent an HOA can be eliminated or greatly reduced, the homeowners avoid the duplicative costs of maintaining a district (and its managers, lawyers, and accountants) and an HOA (and its own set of managers, lawyers and accountants).
- Minimizes impact on resident volunteer time (no need to populate a second board).
- Metro district boards are subject to more regulation and transparency and, in my opinion, are more accountable than HOA boards.

The disadvantages to replacing an HOA with a metro district include:

- Districts providing HOA services are a relatively new phenomena. The law was passed in 2004. There is no reported Colorado case law – scope of powers and limitations not tested.
- HOAs are subject to the Colorado Common Interest Ownership Act (“CCIOA”). This is a well-established law that has evolved with the opportunity for significant judicial review, as well as robust lobbying from developer and homebuilder groups, as well as residential housing advocates. This law includes a considered scheme for transition of control of the HOA from the developer to homeowners.
- Potential consolidation of too much power in one entity (that has Governmental Immunity), particularly while under the control of the developer.
- HOA services might be seen as an expansion beyond the Town’s original view that metro districts primary purpose is to facilitate public improvements.

In the event the Town Board determines it is ok with the Districts providing HOA services, **I recommend the Town require the Service Plan to include the following provisions:**

- a. Prohibit the Districts from exercising any property assessment powers granted in the Declaration of Covenants, Conditions and Restrictions without Town Board approval. (These are powers arguably outside the scope of the Special District Act that a District could “bootstrap” its way into as the agent for covenant enforcement, essentially circumventing the limitations set forth in the Service Plan on the District’s revenue-raising powers).
 - b. Prohibit the Districts from providing HOA services unless the Declaration of Covenants includes resident protections similar to those of CCIOA with regard to declarant (i.e. developer) rights, modification of covenants, etc.
 - c. Require Town Planning Department approval of any agreement for one District to contract its HOA powers to another District that isn’t controlled by residents. The Town shall approve any such agreement so long as the Developer entity has no more control over covenant enforcement and design review functions than it would under CCIOA.
8. Sewer line cost recovery (VI.K. & IX). The Service Plan contemplates that the Town will grant the Districts the right of cost recovery from subsequent projects that connect to the new sewer line. Staff has requested the Service Plan to include language requiring any cost recovery revenues to be paid to reduce Debt incurred to fund the sewer line (with the goal that Debt is paid down and mill levies are reduced as fast as possible). The Developer has requested that the Service Plan include some specific language committing the Town to authorize cost recovery and require upfront payment in proportion to the planned required capacity of the new tap. **Staff and I are not opposed to inclusion of this language.**
9. Capital Improvement Fee (V.A.10). The Ordinance currently prohibits the imposition of fees (not taxes) for capital improvements, whether such fee revenue is used to pay capital debt or used on a “pay as you go” basis, except for a one-time fee for irrigation system facilities. **Staff and I are ok with a one-time limited public improvements development fee not to exceed \$2,500** to be assessed on a lot or commercial square footage basis prior to issuance of a certificate of occupancy. This fee can be pledged to defray Debt or to pay other public infrastructure costs. The current language incorporating this principle into

the Service Plan needs some tweaking to make it clear that this is the only District fee that can be used for capital costs; we can address this once and if the Town Board approves this concept.

10. Town Approval of IGA's and Extraterritorial Service (IX). The Model Service Plan requires Town Board approval of extraterritorial service agreements and IGA's not listed in the Service Plan which are likely to cause a substantial increase in the Districts' budgets. The Developer is requesting that the Town's review be limited to IGA's for extraterritorial service. **Staff and I recommend against this and we instead recommend no change from the Model Service Plan.**
11. Exhibit D. Preliminary Infrastructure Plan. This Exhibit is in a good form. Note that it does not reference any recreation or open space amenities (see discussion above re "Enhancements").
12. Exhibit E. Map Depicting Public Improvements. This map should show the proposed location, or possible locations, of the off-site sewer main.
13. Exhibit F. Financial Plan. On cursory review, this Financial Plan is a major improvement over the previous plan. I will look at it more closely prior to Monday evening. It calls for two bond issues in the amount of \$13,846,000. This amount, and the number of issues may change depending on circumstances. The Service Plan limits total debt to a certain figure. That figure is still being confirmed but will be finalized at the time of formal hearing on the Service Plan.

Technical Issues

14. Definition of "Approved Development Plan". The Developer has requested adding "Building Permit" to the list of items that can be considered an Approved Development Plan. **Staff and I are not opposed.**
15. District Boundaries Including Land in Weld County. The current Service Plan proposes that the initial boundaries of the Districts include land which we believe is not located in the Town of Windsor and is instead located in Weld County. **I strongly recommend against approving a Service Plan that includes land located outside the Town.** We understand that it is not the Developer's intent for the Town to approve Districts whose boundaries extend into the County and a subsequent draft will reflect the Developer's intent. We are not opposed to the Town Board approving an Inclusion Area with land currently located outside the

Town so long as there is a good process for the Town to ensure that such land is actually located within the Town at the time it is included into the Districts.

16. District Overlap of Title 32 Districts. The proposed boundaries of the Districts overlap Box Elder Sanitation District and apparently overlap North Weld County Water District. Section 32-1-107, C.R.S. requires the Developer to obtain written consent of these Districts prior to the Town Board approving a Service Plan. We advised in August of the need to comply with this statute. **In the event the Developer does not obtain consent prior to Town approval, I recommend the Town Board either withhold approval of the Service Plan or require the Service Plan to include language prohibiting provision of water and sanitation services until such consent has been obtained and furnished to and approved by the Town Planning Department.**

17. Town Planning Department Review of Inclusions and Exclusions (III & V.A.4.). The Model Service Plan prohibits districts from moving their boundaries outside of an area identified in the Service Plan as “Inclusion Area” without Town Board approval. Districts are allowed to change their boundaries within the Inclusion Area without Town Board approval so long as Planning Department approval is first obtained. This process enables a developer some flexibility to adjust district boundaries to correspond with changes in phasing of development.

The Developer is requesting that the Town’s oversight on boundary changes within the Inclusion Area (i) be limited to ensuring land isn’t located outside of Town boundaries and that consents from other Title 32 special districts have been obtained; and (ii) that the Town have no approval right over *“exclusions and inclusions of property to and from one of the Districts to another in relation to standard boundary adjustments as the Project development plan evolves.”* **I recommend against removing Planning Department oversight of inclusions and exclusions within the Inclusion Area. If the Town Board wishes to limit the Planning Department’s review of these boundary changes, I recommend review be limited to the following items: compliance with Section 32-1-107, C.R.S., as may be amended; confirmation that the land to be included is located in the Town; confirmation that the change does not result in the overlap of two or more Harmony Ridge Districts; compliance with any other boundary change requirements in Town Code Chapter 19, as may be amended.**

18. 45-Day Notice for Addition of New District Powers (V.A.). From time-to-time the General Assembly grants new powers to metropolitan districts. In order to use

such new powers, the Model Service Plan requires Districts to enter into an IGA with the Town. The Developer is requesting the ability to avail itself of any new powers authorized by the General Assembly by giving a statutorily provided 45-Day Notice to the Town along with publication in the Districts' legal newspaper. If no one objects within that time, the power is exercisable. **I recommend the Town not accept this change** as it is conceivable that the General Assembly might adopt legislation that the Town Board doesn't support. And it is conceivable that the 45 Day Notice period might inadvertently pass.

19. Development Security To Be Released on Town Acceptance (V.A.2.): The Developer has added language providing for release of development security "*when the improvements have been completed and accepted.*" The Town continues to require development security on public improvements during a one year warranty period. I understand the amount is reduced, but not waived. **I recommend the Town require the word "finally" be inserted before "accepted."**
20. VI.D. Period to Issue Debt. The Model Service Plan allows for a 15-year period within which the Districts can issue Debt. The Developer is requesting a 20 year period to match a related provision of State law. The Town Board gave this significant consideration and stuck with 15 years. This issue was considered in depth in 2007. **I generally support the 15 year limitation.**
21. VI.D. Commencement of Period to Issue Debt. The Model Service Plan provides that the 15 year period does not start to run until the District's first Debt election. This language, like the other provisions of the Model Service Plan, was written for a single district structure. In a multiple district structure such as Harmony Ridge, **I recommend this language be changed to run from a date certain which is the date of the TABOR election next following Town Board approval.** Without this language, the limitation can be evaded in a multiple district structure.

Language Clean-Up

22. V.A.1.: Delete last clause "*; provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board.*" This language isn't necessary and possibly adds an ambiguity.
23. VI.A. Reference to Code 19-1-20(i) needs to be fixed.

24. VI.E.: This paragraph includes a requirement that the Town approve any fees for capital improvements and that any fees for operations and maintenance be reasonably related to the costs of operating and maintaining District services and facilities. **This paragraph should be restored in its entirety.**
25. IX.: The language should make clear that cost recovery revenues must also be available to pay down debt and bonds shall include a special redemption provision.
26. Exhibit H. Disclosure Form. I recommend the Town require that the following language be placed in bold type and that the language which is underlined also be added to the form: **“The maximum debt service mill levy authorized under the Districts’ Service Plan is 50 mills. The maximum operations and maintenance mill levy authorized under the Districts’ service plan is 10 mills. Voter approval for the imposition of these taxes under section 20 of article X of the Colorado Constitution has been obtained.”**

Consent Items

27. V.A.12.: Bankruptcy Limitation. In light of the financial crisis, I am recommending the Model Service Plan be amended to include certain language that provides additional homeowner and district protection in the event of extreme financial difficulties. The Developer has included this language.
28. VI. C. “Gallagher” language added. The Developer has added language providing that the mill levy rate stays stable over time in real economic terms. This adjusts for changes that would make the mill levy change over time with changes mandated by the “Gallagher” amendment to the Colorado Constitution. I support this change and recommend it be added to the Model Service Plan.
29. VI.I.: Restriction on Subdistricts. I am recommending the Model Service Plan be amended to include this restriction on subdistricts. The Harmony Ridge Service Plan includes this.
30. Restriction on Special Improvement Districts (VI.J.): In 2009 the General Assembly authorized special districts to create Special Improvement Districts. I am recommending the Model Service Plan be amended to include this restriction. The Harmony Ridge Service Plan includes this.

31. VII.B. Additional Items for Annual Report. I am recommending the Model Service Plan be amended to require additional items be included in the Annual Report relating to developer reimbursements. The Harmony Ridge Service Plan includes this language.

32. IX. Service Plan IGA. I am recommending the Model Service Plan be amended to require that districts, upon their organization, enter into an IGA with the Town essentially making provisions of the Service Plan to be contractual obligations of the Town and Districts. I will circulate a form of that IGA to Staff and the Developer prior to Monday's meeting.

I look forward to discussing these issues and addressing your questions at our meeting on February 3rd.

**SERVICE PLAN
FOR
HARMONY RIDGE
METROPOLITAN DISTRICT NOS. 1-6
TOWN OF WINDSOR, COLORADO**

Prepared by:

**WHITE, BEAR & ANKELE, P.C.
2154 E. COMMONS AVENUE, SUITE 2000
CENTENNIAL, CO 80122**

Draft: January 24, 2014

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I. INTRODUCTION

A. Purpose and Intent.

The Districts are intended to be independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of this Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

A multiple district structure is proposed in this Service Plan due to the expected length of buildout for the Project, which is projected to occur over a 24 year period. In order to assure delivery of the Public Improvements according to an Approved Development Plan, initial decision making is to be vested in the Project developer through use of multiple districts. District No. 1 is proposed to be the Coordinating District, and is expected to coordinate the financing, construction and maintenance of all Public Improvements. District No. 2 is proposed to be a Covenant Enforcement and Design Review District, with boundaries that are expected to eventually encompass the entire single family residential portion of the Project. District Nos. 3-6 are proposed to be the Financing Districts which are expected to include all or substantially all of the future development comprising the Project and provide the revenue to support the Districts Improvements and other services. District Nos. 3-5 are planned to include residential property, and District No. 6 is proposed to include potential commercial development, as some commercial development may be required by the Town for the Project. The Coordinating District will be permitted to provide public service and facilities throughout the Districts pursuant to this Service Plan, subject to limitations and adjustments that may be required as the result of the Technical Advisory Memorandum recently issues by the Internal Revenue Service or by future local, state, or federal regulatory, statutory, or other action. Further, and notwithstanding the foregoing, the Districts may provide the Public Improvements and related services through any combination of Districts for the benefit of the property within the Service Area, subject to the limitations of this Service Plan.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan. This Service Plan has been prepared in accordance with Article 1 of Chapter 19 of the Town Code.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected by the District at a tax mill levy no higher than the Maximum Debt Mill Levy, and from other legally available revenues, including but not limited to Capital Improvement Fees. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. Under no circumstances is the Town agreeing or undertaking to be financially responsible for the Debt or the construction of Public Improvements.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with the Project and those regional improvements necessitated by the Project. Ongoing operational and maintenance activities are allowed, but only as specifically addressed in this Service Plan. In no case shall the mill levies imposed by the Districts for debt service and operations and maintenance functions exceed the Aggregate Mill Levy Cap.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt. However, if the Districts have authorized operating functions under this Service Plan, or if by agreement with the Town it is desired that the Districts shall continue to exist, then the Districts shall not dissolve but shall retain only the power necessary to impose and collect taxes or Fees to pay for costs associated with said operations and maintenance functions and/or to perform agreements with the Town.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term, and from Capital Improvement Fees and other legally available revenues. It is the intent of this Service Plan to ensure to the extent possible that, as a result of the formation and operation of the Districts, no taxable property bears a tax burden that is greater than the Maximum Aggregate Mill Levy in amount, even under bankruptcy or other unusual situations. Generally, the costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

II. DEFINITIONS

In this Service Plan, the following terms which appear in a capitalized format herein shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Aggregate Mill Levy Cap: means the maximum aggregate mill levy the Districts are permitted to impose for debt service and operations and maintenance, as set forth in Section VI.H below.

Approved Development Plan: means a development plan or other process established by the Town (including but not limited to approval of a building permit, final plat, or PUD by the Town Board) for identifying, among other things, Public Improvements necessary for facilitating development of property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time.

Board: means the Board of Directors of the District.

Bond, Bonds or Debt: means bonds or other financial obligations for which the District has promised to impose an ad valorem property tax mill levy, and other legally available revenue, for payment. Such terms do not include intergovernmental agreements pledging the collection and payment of property taxes in connection with a Coordinating District and Financing District(s) structure, and other contracts through which the Districts procure or provide services or tangible property.

Capital Improvement Fee: has the meaning set forth in Section V(A)(11) below.

Coordinating District: means District No. 1.

District No. 1: means the Harmony Ridge Metropolitan District No. 1.

District No. 2: means the Harmony Ridge Metropolitan District No. 2.

District No. 3: means the Harmony Ridge Metropolitan District No. 3.

District No. 4: means the Harmony Ridge Metropolitan District No. 4.

District No. 5: means the Harmony Ridge Metropolitan District No. 5.

District No. 6: means the Harmony Ridge Metropolitan District No. 6.

District Disclosure Form: means the document disclosing various information regarding the Districts in substantially the same form attached as Exhibit H.

Districts: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, and District No. 6, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District.

Fees: means fees, rates, tolls, penalties and charges as authorized by the Special District Act. Fees shall not include Capital Improvement Fees as described in Section V(A)(11) below.

Financial Plan: means the Financial Plan described in Section VI which is prepared by an External Financial Advisor (or a person or firm skilled in the preparation of financial projections for special districts) in accordance with the requirements of the Town Code and describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; and (c) the estimated operating revenue derived from property taxes for the first budget year through the year in which all District Debt is expected to be defeased. In the event the Financial Plan is not prepared by an External Financial Advisor, the Financial Plan is accompanied by a letter of support from an External Financial Advisor.

Financing District: means, in the singular, either District Nos 2-6 individually, as the context requires, or in the plural, means the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as Exhibit C, describing the Districts' initial boundaries.

Map Depicting Public Improvements: means the map or maps attached hereto as Exhibit E, showing the approximate location(s) of the Public Improvements listed in the Preliminary Infrastructure Plan.

Maximum Aggregate Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt and administration, operations, and maintenance expenses as set forth in Section VI.C. below.

Maximum Debt Authorization: means the total Debt the Districts are permitted to issue as set forth in Section V.A.6.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C. below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of administration, operations, and maintenance costs as set forth in Section VI.C. below.

Preliminary Infrastructure Plan: means the Preliminary Infrastructure Plan described in Section V.B. which includes: (a) a preliminary list of the Public Improvements to be developed by the Districts; and (b) an estimate of the cost of the Public Improvements.

Project: means the development or property commonly referred to as Harmony Ridge.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Boards of the Districts.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map after such property has been included.

Service Plan: means this service plan for the District approved by the Town Board.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Board in accordance with applicable state law.

Service Plan Intergovernmental Agreement: means the intergovernmental agreement entered into by the Town and the District's in substantially the form as attached hereto as Exhibit G.

Special District Act or "Act": means Article 1 of Title 32 of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Windsor, Colorado.

Town Board: means the Town Board of the Town of Windsor, Colorado.

Town Code: means the Town of Windsor Code and any regulations, rules, or policies promulgated thereunder, as the same may be amended from time to time.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 452 acres. A legal description of the Initial District Boundaries is attached hereto as Exhibit A. A map of the Initial District Boundaries is attached hereto as Exhibit C. A vicinity map is attached hereto as Exhibit B. It is anticipated that the Districts' Boundaries may change from time to time as inclusions and exclusions occur pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below. The Districts shall provide written notice to the Town of any proposed boundary adjustments, not later than the time the applicable notice is submitted for publication as required by the Special District Act. The overlap of districts within the Project is permitted so long as all applicable local and state regulatory and statutory requirements are complied with, including all applicable consent requirements, and the combined mill levies certified in each district do not exceed the Maximum Aggregate Mill Levy authorization

IV. PROPOSED LAND USE AND ASSESSED VALUATION

The Service Area consists of approximately 452 acres of residential land, and possibly commercial area. The current assessed valuation of the Service Area is assumed to be -0- for this Service Plan and, at build out, is expected to be \$20,411,430, which amount is expected to be sufficient to reasonably discharge the Debt to be issued by the Districts. The estimated population at build out is expected to be 4,000 persons.

Approval of this Service Plan by the Town does not imply approval of the Project for development, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto or any of the Public Improvements, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to acquire, construct and install the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State Constitution, subject to the limitations set forth herein.

If, after the Service Plan is approved, the State Legislature includes additional powers or grants new or broader powers for Title 32 districts by amendment of the Special District Act, to the extent permitted by law any or all such powers shall be

deemed to be a part hereof and available to or exercised by the Districts upon execution of a written agreement with the Town Board concerning the exercise of such powers, or upon the issuance without objection by the Town of a notice given under Section 32-1-207(3)(b), C.R.S. Execution and performance of such agreement by the Districts or the giving of such notice shall not constitute a material modification of this Service Plan by the District.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and applicable provisions of the Town Code. To the extent the Public Improvements are not accepted by the Town or other appropriate jurisdiction, the Districts shall be authorized to operate and maintain any part or all of the Public Improvements, provided that any increase in an operations mill levy beyond the limits set forth herein shall be subject to approval by the Town Board.

2. Development Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Districts directly or indirectly through the developer of the Project will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Unless waived by the Town, development security shall be required in accordance with requirements of the Town Code, the specific terms of which shall be addressed in the subdivision improvement agreement or similar agreement governing development of the particular phase of the Project. The improvements security shall be in the form of a surety bond, letter of credit, or other approved development security for any Public Improvements to be constructed by the Districts in connection with a particular phase of the Project. Such development security shall be released when the Districts (or the applicable District furnishing the security) have obtained funds, through bond issuance or otherwise, adequate to insure the construction of the applicable Public Improvements, or when the improvements have been completed and accepted. Any limitation or requirement concerning the time within which the Town must review a District proposal or application for an Approved Development Plan or other land use approval is hereby waived by the District.

3. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion and Exclusion Limitation. Unless otherwise provided for herein, the Districts shall not include within their respective boundaries, any property outside of the Service Area without the prior written consent of the Town Board. Inclusions or exclusions not described in this Service Plan shall require the prior approval of the Town Board by written agreement with the District and, if approved, shall not constitute a material modification of this Service Plan. Inclusions described in this Service Plan shall be subject to the approval of the Town Planning Department. The scope of the Town Planning Department's review shall be limited to ensuring that the overlap consent requirements of Title 32 of the Colorado Revised statutes have been met and ensuring that the boundaries of the Districts shall not extend outside of the Town's corporate boundaries. Notwithstanding the other provisions in this paragraph, exclusions and inclusions of property to and from one of the Districts to another in relation to standard boundary adjustments as the Project development plan evolves shall not require Town consent.

5. Initial Debt Limitation. Prior to the effective date of approval of an Approved Development Plan relating to development within the Service Area, the Districts shall not issue any Debt.

6. Maximum Debt Authorization. The Districts shall not issue Debt in excess of \$15.4 million dollars. To the extent the Districts seeks to modify the Maximum Debt Authorization, it shall obtain the prior approval of the Town Board. Increases which do not exceed 25% of the amount set forth above, and which are approved by the Town Board in a written agreement, shall not constitute a material modification of this Service Plan.

7. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

8. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

9. Eminent Domain Limitation. The District shall not exercise its statutory power of eminent domain, except as may be necessary to construct, install, access, relocate or redevelop the Public Improvements identified in the Preliminary Infrastructure Plan. Any use of eminent domain shall be undertaken strictly in compliance with State law and subject to the prior consent of the Town Board. Notwithstanding the other provisions of this paragraph, the Districts are authorized to exercise their statutory power of eminent domain specifically for the purpose of obtaining the real property interests necessary for construction of the sewer line referenced in Section VI(k) of this Service Plan.

10. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project. The District shall be an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan. Any action of the District which: (1) violates the limitations set forth in Sections V.A. above or (2) violates the limitations set forth in Section VI. below, shall be deemed to be a material modification to this Service Plan unless otherwise agreed by the Town as provided for in Section X of this Service Plan or unless otherwise expressly provided herein. Unless otherwise expressly provided herein, any other departure from the provisions of this Service Plan shall be considered on a case-by-case basis as to whether such departure is a material modification. Any determination by the Town that a departure is not a material modification shall be conclusive and final and shall bind all residents, property owners and others affected by such departure.

To the extent permitted by law, the District may seek formal approval from the Town Board of modifications to this Service Plan which are not material, but for which the District may desire a written amendment and approval by the Town Board. Such approval may be evidenced by any instrument executed by the Town Manager, Town Attorney, or other specially designated representative of the Town Board as to the matters set forth therein and shall be conclusive and final.

11. Capital Improvement Fee Limitation. The Districts may impose and collect a one-time capital improvement fee as a source of revenue for repayment of debt and/or

capital costs, but not in excess of \$2,500 per unit (the “Capital Improvement Fee”). No Capital Improvement Fee related to repayment of debt shall be authorized to be imposed upon or collected from taxable property owned or occupied by the End User subsequent to the issuance of a Certificate of Occupancy for said taxable property. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed or collected from taxable property for the purpose of funding operation and maintenance costs of the Districts.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Aggregate Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan amendment; and

b. are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C, Section 903) and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

13. Pledge in Excess of Maximum Aggregate Mill Levy – Material Modification. Any Debt issued with a pledge or which results in a pledge that exceeds the Maximum Aggregate Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

B. Preliminary Infrastructure Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. The Preliminary Infrastructure Plan, including: (1) a list of the Public Improvements to be developed by the Districts; and (2) an estimate of the cost of the Public Improvements is attached hereto as Exhibit D and is hereby deemed to constitute the preliminary engineering or architectural survey required by Section 32-1-202(2)(c), C.R.S. The Map Depicting Public Improvements is attached hereto as Exhibit E and is also available in size and scale approved by the Town Planning Department.

As shown in the Preliminary Infrastructure Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed by the District is approximately \$15.4 Million dollars.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be consistent with or exceed the standards of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Preliminary Infrastructure Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit D assume construction to applicable local, State or Federal requirements. Changes in the Public Improvements, Preliminary Infrastructure Plan, Map Depicting Public Improvements, or costs approved by the Town Board in an Approved Development Plan shall not constitute material modifications of this Service Plan. Additionally, due to the preliminary nature of the PIP, the Town shall not be bound by the PIP in reviewing and approving the Approved Development Plan and the Approved Development Plan shall supersede the PIP.

C. Operational Services.

The Districts shall be authorized to provide the following ongoing operations and maintenance services:

1. Landscape maintenance and upkeep for common areas. Includes but not limited to entrance and external street scape, and the non-potable water system that may be used to irrigate these areas.
2. Maintenance and upkeep for common area fencing and entrance features.
3. District Administrative, Legal and Accounting Services.
4. Neighborhood Parks and Trails.
5. Covenant Enforcement and Design Review Services.
6. Mosquito Control.

D. Overlapping Districts.

None of the Districts shall have boundaries that overlap any other District without adopting a resolution consenting to the overlap as may be required by Section 32-1-107, C.R.S., and in the case of any such overlap, the maximum mill levy that may apply to the property included within such overlap, shall not exceed the Maximum Aggregate Mill Levy.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to: (i) issue no more Debt than the District can reasonably pay within thirty (30) years for each series of Debt from revenues derived from the Maximum Debt Mill Levy and other legally available revenues and (ii) satisfy all other financial obligations arising out of the Districts' administrative and operations and maintenance activities. The total Debt that the Districts shall be permitted to issue shall not exceed the Maximum Debt Authorization; provided, however, that Debt issued to refund outstanding Debt of the Districts, including Debt issued to refund Debt owed to the developer of the Project pursuant to a reimbursement agreement or other agreement, shall not count against the Maximum Debt Authorization so long as such refunding Debt does not result in a net present value expense. District Debt shall be permitted to be issued on a schedule and in such year or years as the issuing District determines shall meet the needs of the Financial Plan referenced above and phased to serve the Project as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including but not limited to general ad valorem taxes to be imposed upon all taxable property within the District, and Capital Improvement Fees. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

The Maximum Debt Authorization is supported by the Financial Plan prepared by George K. Baum & Company, attached hereto as Exhibit F. The Financial Plan attached to this Service Plan satisfies the requirements of Section 19.1-20.1 of the Town Code.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not permitted to exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Mill Levies.

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be fifty (50) mills. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2013, are neither diminished nor

enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The “Maximum Operations and Maintenance Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the Districts for payment of administration, operations, and maintenance costs, and shall be ten (10) mills. Revenues from the Maximum Operations and Maintenance Mill Levy may not be used to fund the construction, installation or acquisition of Public Improvements, or the capital costs thereof. If there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2013, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

The Maximum Aggregate Mill Levy shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt and administration, operations, and maintenance costs, and shall be sixty (60) mills. However, if, on or after January 1, 2013, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2013, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

D. Maximum Debt Term.

The scheduled final maturity of any Debt or series of Debt shall be limited to thirty (30) years, including refundings thereof, unless a majority of the Board of the issuing District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101 *et seq.*, C.R.S.

The District shall be limited to issuing new Debt within a period of twenty (20) years from the date of the District’s first debt authorization election. With the express consent of the Town Board, the issuing District may depart from the Financial Plan and issue Debt after the twenty-year period in order to provide the services outlined in this Service Plan if development phasing is of a duration that makes it impracticable to issue all Debt within such period.

E. Sources of Funds.

The Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service, administrative expenses and operations and maintenance, to the extent operations and maintenance functions are specifically addressed in this Service Plan. The District may also rely upon various other revenue sources authorized by law, including loans from the developer of the Project. At the District's discretion, it may assess Fees for any lawful purpose under the Special District Act except as limited by this Service Plan.

F. Security for Debt.

The Districts do not have the authority and shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation or performance of any other obligation.

G. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the applicable District's Board.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be \$250,000, which will be eligible for reimbursement from Debt proceeds or other legally available revenues.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be operated and maintained. The first year's operating budget is estimated to be \$200,000. Ongoing administration, operations, and maintenance costs may be paid from property taxes and other revenues.

I. Elections.

The Districts will call an election on the questions of organizing the Districts, electing the initial Boards, and setting in place financial authorizations as required by TABOR. The election will be conducted as required by law.

I. Subdistricts. The Districts may organize subdistricts or areas as authorized by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any

such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of this Service Plan. Neither the Maximum Debt Mill Levy, the Maximum Operations and Maintenance Mill Levy, nor any Debt limit shall be increased as a result of creation of a subdistrict. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the Districts shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Board may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of this Service Plan.

J. Special Improvement Districts. The Districts are not authorized to establish a special improvement district without the prior approval of the Town Board.

K. Sewer Line Cost Recovery. The Districts may finance or construct an offsite sewer line necessary for the Project, to be generally located south and east of the Project property line following the natural drainage pathway. It is expected that the Town will enter into an agreement with the Districts (or any individual District) providing for cost recovery to the extent that other users connect to the sewer line following its construction upon terms determined with the Town. The cost recovery agreement will be governed by the principle that tapping into this line will require full up-front payment, which payment is proportional to the capacity required by the tap. Any and all receipts from such cost recovery agreement shall be applied to pay down debt principal or to otherwise pay debt service on Debt issued to fund the costs of the sewer line until such Debt is retired, and thereafter such cost recovery may be applied for any lawful purpose.

VII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report with the Town Clerk not later than September 1st of each year following the year in which the Order and Decree creating the Districts has been issued by the District Court for and in Town of Windsor, Colorado. The Town may waive this requirement in its sole discretion.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the Districts in implementing the Service Plan for the report year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the Districts for the report year including a statement of financial condition (*i.e.*, balance sheet) as of December 31 of the report year and the statement of operations (*i.e.*, revenues and expenditures) for the report year;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the Districts in development of Public Improvements in the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the Districts at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the report year, the amount of payment or retirement of existing indebtedness of the Districts in the report year, the total assessed valuation of all taxable properties within the Districts as of January 1 of the report year and the current mill levy of the Districts pledged to debt retirement in the report year; and

5. Any other information deemed relevant by the Town Board or deemed reasonably necessary by the Town Manager.

6. Copies of developer Reimbursement Agreements or amendments thereto made in the applicable year.

7. Copies of documentation, such as acceptance letters or resolution packages, substantiating that developer reimbursements for property or services obtained by the developer on the Districts' behalf do not exceed fair market value.

In the event the annual report is not timely received by the Town Clerk or is not fully responsive, notice of such default may be given to the Board of such District, at its last known address. The failure of the District to file the annual report within forty-five (45) days of the mailing of such default notice by the Town Clerk may constitute a material modification, at the discretion of the Town Board.

VIII. DISSOLUTION

Upon a determination of the Town Board that the purposes for which the Districts was created have been accomplished, the Districts agree to file a petition in the District Court in and for Town of Windsor, Colorado, for dissolution, in accordance with the provisions of the Special District Act. In no event shall dissolution occur until the Districts have provided for the payment or discharge of all of its outstanding Debt and other financial obligations as required pursuant to State statutes. If the Districts are responsible for ongoing operations and maintenance functions under this Service Plan ("Long Term District Obligations"), the Districts shall not be obligated to dissolve upon any such Town Board determination, subject to the Districts' requirement to obtain the Town's continuing approvals under Section V.A. However, should the Long Term District Obligations be undertaken by the Town or other governmental entity, or should the Districts no longer be obligated to perform the Long Term District Obligations, the Districts agree to commence dissolution proceedings as set forth above.

IX. PROPOSED AND EXISTING INTERGOVERNMENTAL AGREEMENTS AND EXTRATERRITORIAL SERVICE AGREEMENTS

All intergovernmental agreements must be for purposes, facilities, services or agreements lawfully authorized to be provided by the Districts, pursuant to the State Constitution, Article XIV, Section 18(2)(a) and Sections 29-1-201, et seq., C.R.S. To the extent practicable, the Districts may enter into additional intergovernmental and private agreements to better ensure long-term provision of the Public Improvements identified herein or for other lawful purposes of the Districts. Agreements may also be executed with property owner associations and other service providers.

It is expected that the Districts will enter into an Operations Agreement that will describe their obligations regarding the furnishing of operations services, coordination of financing, coordination of construction and/or acceptance of improvements, furnishing of covenant enforcement and design review services, and administrative and statutory compliance functions on behalf of the Districts generally. The Operations Agreement is expected to require funding from the Districts through the imposition of a property tax mill levy not to exceed the Aggregate Mill Levy Cap.

It is also expected that the District(s) will enter into a cost recovery agreement with the Town, by which the Town will agree to collect amounts from third parties that will connect to the sewer line to be financed by the Districts. While the specific terms of the agreement will be negotiated between the town and the District's at a future time, it is anticipated that the cost recovery agreement will be governed by the principle that tapping into this line will require full up-front payment from the connecting party, which payment is proportional to the capacity (number of SFE's or equivalent taps) required by the connection and the capacity (in SFE's) upon which the line was designed, and that the payment obligation will be applied in terms of the total number of SFE's needed for a given project at the time of approval, and not on the basis of the timing of individual per-unit connections. Any and all receipts from such cost recovery agreement shall be applied to meet debt service on Debt issued to fund the costs of the sewer line until such Debt is retired, and thereafter such cost recovery may be applied for any lawful purpose.

Within two weeks of their organizational meeting, the Districts and the Town shall enter into an Service Plan Intergovernmental Agreement in substantially the form attached hereto as Exhibit F.

It is anticipated that the Districts will enter into an agreement with the North Weld Water District for the provision of water services.

No other agreements are required, or known at the time of formation of the Districts to likely be required, to fulfill the purposes of the Districts. Execution of intergovernmental agreements for services outside of the Service Area by the Districts that are not described in this Service Plan and which are likely to cause a substantial

increase in the Districts' budgets shall require the prior approval of the Town Board, which approval shall not constitute a material modification hereof.

X. MATERIAL MODIFICATIONS

Material modifications to this Service Plan may be made only in accordance with Section 32-1-207, C.R.S. No modification shall be required for an action of the Districts which do not materially depart from the provisions of this Service Plan. The Districts may request from the Town Manager (or his or her designee) a determination as to whether the Town believes any particular action constitutes a material departure from the Service Plan, and the Districts may rely on the Town Manager's written determination with respect thereto; provided that the Districts acknowledge that the Town Manager's determination as aforesaid will be binding only upon the Town, and will not be binding upon any other party entitled to enforce the provisions of the Service Plan as provided in Section 32-1-207, C.R.S., except as otherwise expressly provided herein. Such other parties shall be deemed to have constructive notice of the provisions of this Service Plan concerning changes, departures or modifications which may be approved by the Town in procedures described herein and not provided in Section 32-1-207, C.R.S., and, to the extent permitted by law, are deemed to be bound by the terms hereof.

XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

XII. ORDINANCE OF APPROVAL AND DISTRICT DISCLOSURE

The Districts' organizers agree to incorporate the Town Board's ordinance of approval, including any conditions on any such approval, into the Service Plan presented to the District Court for and in Weld County, Colorado.

Within two weeks of the Districts' organizational meeting they will cause to be filed with in the Weld County real property records a District Disclosure Form in substantially the same form as attached hereto as Exhibit H.

EXHIBIT A

Legal Description of Property

Parcel 1:

Lots A and B of Recorded Exemption No. 0705-31-4-RE 1299, recorded December 30, 1991 in Book 1321 at Reception No. 2273459, being a part of Section 31, Township 7 North, Range 67 west of the 6th P.M., County of Weld, State of Colorado.

Parcel 2:

Lots A and B of Recorded Exemption No. 0705-31-3-RE612, recorded May 25, 1983 in Book 997 at Reception No. 1928075, being a part of the Southwest 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Except a parcel of land conveyed to Roy E. Roth and Ruby E. Roth, by deed recorded February 11, 1991 in Book 1290 at Reception No. 2240944, described as follows:

A tract of land in the Southwest 1/4 of Section 31 described as follows:

Beginning at the South 1/4 corner of said Section 31, and considering the South line of said Southwest 1/4 to bear South 89°15'22" West, with all other bearings contained herein being relative thereto; thence South 89° 15'22" West, 97.00 feet; thence North 03°37'10" East, 2105.20 feet to a point on the North-South centerline of said Section 31; thence South 00°58'47" East, 2100.04 feet to the Point of Beginning, County of Weld, State of Colorado.

Parcel 3:

The Northwest 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado.

Parcel 4:

All that part of the East 1/2 of the Northeast 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, that lies South of and adjoining the Lake Lee Lateral Canal.

Parcel 5:

The East 1/2 of the Southeast 1/4 of Section 31, Township 7 North, Range 67 west of the 6th P.M., County of Weld, State of Colorado.

Excepting therefrom a parcel of land conveyed by deed recorded September 23, 1937 in Book 1016 at Page 53.

Also excepting therefrom a parcel of land conveyed by deed recorded November 20, 2000 at Reception No. 2808075.

Parcel 6:

A tract of land located in the Southeast 1/4 of Section 31, Township 7 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado being more particularly described as follows:

Considering the North/South Center line of said Section 31 as bearing North 00°28'00" East and with all bearings contained herein relative thereto:

Beginning at the Center 1/4 corner of said Section 31: thence, along the East/West Center line of said Section 31, North 87°23'05" East, 27.53 feet; thence, departing said East/West Center line, South 03°06'10" West, 597.68 feet to a point on said North/South Center line; thence along said North/South

Center line, North 00°28'00" East, 595 .57 feet to the Point of Beginning, County of Weld, State of Colorado.

EXHIBIT B

Vicinity Map

EXHIBIT C

Initial District Boundary Map

EXHIBIT D

Preliminary Infrastructure Plan

EXHIBIT E

Map Depicting Public Improvements

The preliminary map identifies streets (which include water and sewer underneath, as well as sidewalks and storm drainage) and other public improvements (principally detention ponds and landscaping/open space) that are authorized to be funded by the Districts. Due to the pending approval process of the development plan for the Project, additional detail regarding water, sewer, and storm drainage improvements will be identified during the approval processes that will be undertaken in the future.

EXHIBIT F

Financial Plan

EXHIBIT G

Form of Service Plan Intergovernmental Agreement

EXHIBIT H

District Disclosure Form

Harmony Ridge Metropolitan District Nos. 1-6 § 32-1-104.8, Colorado Revised Statutes Disclosure

In accordance with § 32-1-104.8, Colorado Revised Statutes, Harmony Ridge Metropolitan District Nos. 1-6 (the “Districts”) are required to submit a public disclosure to the Weld County Clerk and Recorder for recording along with a map depicting the boundaries of the District, attached hereto as **Exhibit A**.

1. Name of District: Harmony Ridge Metropolitan District Nos. 1-6
2. Powers of the District as authorized by § 32-1-1004, Colorado Revised Statutes, and the Districts’ service plan as of the time of this filing: The Districts have the authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in the Consolidated Service Plan.
3. The Districts’ service plan, approved on _____, by the Town of Windsor, State of Colorado, which can be amended from time to time, includes a description of the Districts’ powers and authority. A copy of the Districts’ service plan is available from the Division of Local Government.
4. Harmony Ridge Metropolitan District Nos. 1-6 are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by section 20 of article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. The maximum debt service mill levy authorized under the Districts’ Service Plan is 50 mills. The maximum operations and maintenance mill levy authorized under the Districts’ service plan is 10 mills. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described in § 32-1-809(1), Colorado Revised Statutes, which can be found at the District office, on the Districts’ website, on file at the division of local government in the state department of local affairs, or on file at the office of the clerk and recorder of each county in which the special district is located.

EXHIBIT A
MAP OF THE DISTRICTS

| Name | Service Plan Adoption Date | Amendments/Addendums |
|---|---|--|
| Great Western Metropolitan District Nos. 1-7 | Adopted 8/14/2007 – Ordinance No. 2007-1295 | Amended 1/14/2008 – Ordinance No. 2008-1412 |
| Greenspire Metropolitan District Nos. 1-3 | Adopted 9/23/2002 – Resolution No. 2002-49 | |
| Greenwald Farms Metropolitan District Nos. 1 & 2 | Adopted 8/25/2008 – Ordinance No. 2008-1333 | |
| Highpointe Vista Metropolitan District Nos. 1 & 2 | Adopted 9/30/2005 – Ordinance No. 2005-1226 | Addendum to Development Agreement 1/23/2006 – Resolution No. 2006-03 |
| Iron Mountain Metropolitan Districts Nos. 1-3 | Adopted 9/25/2006 – Ordinance No. 2006-1259 | |
| New Windsor Metropolitan District | Adopted 11/20/1996 | Amended 12/8/2003 – Resolution No. 2003-87 |
| Poudre Tech Metropolitan District | Adopted 9/12/1994 – Resolution No. 1994-49 | Amended 5/22/1995 – Resolution No. 1995-21 Amended 9/27/1999 – Resolution No. 1999-48 |
| Water Valley Metropolitan District Nos. 1 & 2 | Adopted 9/12/1994 – Resolution No. 1994-49 | Amended 5/22/1995 – Resolution No. 1995-21 |
| Windshire Park Metropolitan District Nos. 1 & 2 | Adopted 7/11/2005 – Ordinance No. 2005-1219 | Addendum to Development Agreement 7/11/2005 – Resolution No. 2005-63 Second Addendum to Development Agreement 6/6/2006 – Resolution No. 2006-31 |
| Windsor Highlands Metropolitan District Nos. 1-6 | Adopted 1/26/2004 – Ordinance No. 2004-1164 | Districts 1 & 2 amended 9/11/2006 – Ordinance No. 2006-1257 Districts 1-5 amended 9/11/2006 – Ordinance No. 2006-1258 Districts 1-6 Amended & Restated Service Plan 4/29/2009 – Ordinance No. 2009-1351 |



FUTURE TOWN BOARD MEETINGS

Work Sessions & Regular Meetings will be held in the Board Chambers unless otherwise noted.

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| February 10, 2014 5:30 p.m./1st floor conference room | Board/Manager/Attorney Monthly Meeting |
| February 10, 2014 7:00 p.m. | Town Board Meeting |
| February 17, 2014 6:00 p.m. | President's Day Town Board Work Session |
| February 24, 2014 6:00 p.m. | Town Board Work Session Municipal Court Fines |
| February 24, 2014 7:00 p.m. | Town Board Meeting |
| March 3, 2014 6:00 p.m. | Town Board Work Session |
| March 10, 2014 5:30 p.m./1st floor conference room | Board/Manager/Attorney Monthly Meeting |
| March 10, 2014 7:00 p.m. | Town Board Meeting Kern Board Meeting |
| March 17, 2014 6:00 p.m. | Town Board Work Session |
| March 24, 2014 6:00 p.m. | Town Board Work Session |
| March 24, 2014 7:00 p.m. | Town Board Meeting |
| March 31, 2014 | Fifth Monday |
| April 7, 2014 6:00 p.m. | Town Board Work Session |
| April 14, 2014 5:30 p.m./1st floor conference room | Board/Manager/Attorney Monthly Meeting |
| April 14, 2014 7:00 p.m. | Town Board Meeting |
| April 21, 2014 6:00 p.m. | Town Board Work Session |
| April 28, 2014 6:00 p.m. | Town Board Work Session |
| April 28, 2014 7:00 p.m. | Town Board Meeting |

Additional Events

| | |
|---------------------------------------|---|
| February 5, 2014 February 13, 2014 | NCEDC Annual Meeting/registrations due by February 3 – Attending: Adams, Melendez 2014 CML Legislative Workshop/registrations due by February 5 – Attending: Adams |
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Future Work Session Topics

Expansion of notification area discussion