

**DEED OF CONSERVATION EASEMENT IN GROSS**

THIS DEED OF CONSERVATION EASEMENT IN GROSS is granted this 12<sup>th</sup> day of March, 2003, by **FREEMAN RANCH LLC** ("Grantor"), to and for the benefit of **ASPEN VALLEY LAND TRUST**, a Colorado nonprofit corporation, 320 Main Street, Suite 204, Carbondale, Colorado 81623, (the "Trust")(collectively, the "Parties").

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Garfield County, State of Colorado, more particularly described in Exhibit A (the "Property"). The Property is comprised of approximately 81.111 acres of land and certain water rights, which water rights are more particularly described on the attached Exhibit B ("Water Rights"). The term "Property" shall hereinafter be defined as the land and the water rights combined, and the term "Water Rights" shall refer to the water rights alone; and

WHEREAS, the Property possesses natural, scenic, open space, values (collectively, "Conservation Values") of importance to the Trust, the people of Garfield County, and the people of the State of Colorado that are worthy of preservation; and

WHEREAS, in particular, the property has unique characteristics as prime farm and grazing land representative of the agricultural heritage of the Roaring Fork Valley, including wildlife habitats, which contribute to a biologically diverse ecosystem which includes various species of birds, mammals, reptiles, insects, trees and plants against a scenic backdrop dominated by view plains of the surrounding Dry Park and Roaring Fork Valley ridge lines, the Elk Mountain Range, and Mt. Sopris; and;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property incorporated herein as Exhibit C ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the Parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to agricultural purposes, including the active irrigation of the Property for the production pasture grasses for the consumption by livestock grazing and corralled on the Property existing at the time of this grant, which the Trust acknowledges and agrees do not significantly impair or interfere with those values; and

WHEREAS, Grantor intends, as owner of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity; and

174  
3901  
78

WHEREAS, the Trust agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a publicly supported organization as described in Section 170(b)(1)(A) of the Code whose primary purpose is to preserve and protect the natural, scenic, agricultural, historical, and open space resources of the Roaring Fork Valley area, including the area in which the Property is located, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" to do so within the meaning of Section 170(h)(3) of the Code; and

WHEREAS, the State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of C.R.S. 38-30.5-101 *et seq.*; and

WHEREAS, the Board of Directors of the Trust has duly adopted a resolution approving the Trust's execution and acceptance of Grantor's gift of this Conservation Easement.

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 the Trust, its successors and assigns, a Conservation Easement in Gross in perpetuity, consisting of the rights and restrictions enumerated herein, over and across the Property (the "Easement").

1. Purposes. The purposes of this Easement are to assure that the Property will remain forever predominantly in its agricultural, scenic, natural and open space condition, subject to the uses of the Property permitted hereunder, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property and, in the event of their degradation or destruction, to restore such Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving ranching, farming, recreation, conservation education, and general conservation purpose), as are consistent with the purposes of this Easement. Pursuant to the terms of C.R.S. 38-30.5-101, *et seq.*, the Property preserved hereby may not be converted or directed to any uses other than those provided herein.

2. Baseline Documentation. The Parties acknowledge that Baseline Documentation of the Property has been prepared by a person familiar with Conservation Easements and the Property and familiar with the environs. The Baseline Documentation has been reviewed and approved by the Trust and the Grantor as an accurate representation of the biological and physical condition of the Property at the time of this grant. Grantor has retained a copy of the Baseline Documentation for its records and a copy of the Baseline Documentation is on file with the Trust.

3. Rights of Trust. To accomplish the purposes of this Easement, Grantor conveys the following rights to the Trust:

A. The right to preserve and protect the Conservation Values of the Property in perpetuity; and

B. The right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon twenty-four hour prior notice to Grantor, and except that no such notice shall be required in the event the Trust reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement. The Trust shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

C. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, or which may have an adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use; and

D. The right to require the continued irrigation of the Property in a manner consistent with historic use.

E. Any other rights that the Parties may approve consistent with the purposes of this Easement and the Conservation Values.

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

A. The change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property, except as expressly provided herein.

B. The construction, placement, reconstruction or replacement of any buildings, structures, fences, parking lots, camping accommodations, mobile homes, except as expressly provided herein and except those existing on the date of this Deed;

C. The installation or display of outdoor advertising structures such as signs or billboards, except in a reasonable, lawful and customary manner and placement, without damage to living trees or vegetation, and only (1) to post the kind and nature of prohibited actions or uses and the manner in which to report violations and to whom; and/or (2) to commemorate the history of the Property or its protection under this Conservation Easement and state and local environmental laws; provided, however, that no sign on the Property shall be electrically illuminated nor exceed sixteen (16) square feet in size;

D. The conveyance of easements, rights-of-ways, the paving or grading of roadways or the construction of any roadways, except as specifically allowed and provided for herein;

E. The removal, destruction, or cutting of native vegetation except as is incidental and necessary for wildfire mitigation or to the use of the Property for agricultural purposes;

F. The introduction of noxious weeds such as those as identified by the Colorado Weed Management Association or the introduction of non-native plant or animal species other than for agricultural uses consistent with generally accepted practices;

G. The overgrazing of livestock;

H. The use of pesticides other than for the control of noxious weeds and/or pests in a manner consistent with sound environmental conservation practices, such as those determined by the United States Department of Agriculture Natural Resources Conservation Service;

I. The use of fertilizers other than in a manner consistent with sound agricultural practices, such as those determined by the United States Department of Agriculture Soil Conservation Service;

J. The exploration for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Grantor shall not transfer, lease or otherwise separate the soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance from the Property;

K. The further division, subdivision, or de facto subdivision of the Property into two or more parcels of land; provided, however, the Trust acknowledges that the Conservation Easement encompasses three separate parcels as shown on Exhibit E, the Conservation and Trail Plan for the proposed Springridge II subdivision attached hereto.

L. The use of any motorized vehicles off roadways now existing or new roadways permitted herein with the exception of the use of motorized vehicles incidental and necessary to the use of the Property for agricultural purposes;

M. The establishment or maintenance of any commercial feed lot, which shall be defined for purposes of this Conservation Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and extended feeding and finishing of large numbers of livestock for hire;

N. The accumulation, dumping or other disposal of trash, ashes, garbage, or other offensive or unsightly refuse on the Property;

O. The manipulation, diversion, or other alteration of streams that degrades or destabilizes their natural banks or shorelines or the degradation, pollution, or drainage of any surface or sub-surface water;

P. Any change in the topography of the Property through the placement therein of soil, land fill, dredging spoils, or other material, except as is incidental and necessary to the activities permitted herein;

Q. Any commercial or industrial activity; provided, however, Grantor's use of the Property for commercial agricultural purposes shall not be deemed a prohibited "commercial" activity;

R. The transfer, encumbrance, lease, sale, or separation from the Property of the Water Rights or any such new water rights as may be developed for use in present or future ranching or agricultural production on the Property, or for the maintenance of the Conservation Values, including wildlife habitat on the Property;

S. The erection, construction, installation, relocation or use of a communication facility, a telecommunication facility, a network element or any other telecommunication facilities, equipment or material that may be used for telecommunications or to provide such services;

T. The installation or construction of above-ground utility lines or substations not necessary and directly related to uses of the Property permitted by this Easement;

U. The installation or use of wind-powered electric generators to produce electricity for off-site use;

V. Trapping or hunting.

W. External lighting which impairs the Conservation Values including wildlife habitat.

X. The allowance of dogs or other domestic pets on the Property except that leashed, domestic pets may be allowed on the pedestrian and bicycle trail provided for herein when accompanied by an adult responsible for said animal.

5. Consistent Uses of the Property. The following uses and practices by Grantor, though not an exhaustive recital, are consistent with this Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions, to the notice provision as described in Paragraph 7, and/or to the requirement of and procedures for prior approval by the Trust as described in Paragraph 8:

A. The Grantor hereby reserves the right to use the Property for all typical agricultural purposes, including but not limited to, irrigation uses which shall include the installation, operation, maintenance, repair and replacement of irrigation ditches and pipes and the irrigation of the Property, non-irrigation uses which shall include the storage of agricultural equipment and agricultural products, the grazing of horses and livestock, growing and harvesting crops, the use of pesticides for the control of noxious weeds and/or pests in a manner consistent with sound environmental conservation practices such as those determined by the United States Department of Agriculture Natural Resources Conservation Service, and any and all related agricultural uses including the construction of minor agricultural structures, which specifically excludes the construction of barns and stables. Grantor may repair or replace existing fences and new fences may be built for purposes incidental and necessary to the management of livestock and wildlife; provided, however, that all new fencing shall be located only on the perimeter of the meadows located within the Property, as more particularly shown on Exhibit D, and in compliance with Colorado Division of Wildlife specifications for fencing in wildlife migration areas.

B. The Grantor hereby reserves the right to enter into agricultural lease or license agreements with third parties pertaining to all or a portion of the Property.

C. The Grantor hereby reserves the right to access and use the Property for the installation, maintenance, repair and replacement of underground utilities and shall promptly re-vegetate any ground disturbed.

D. The Grantor hereby reserves the right to grant pedestrian and bicycle access to the Property, subject to such seasonal restrictions as may be recommended by the Colorado Division of Wildlife and imposed by the Trust for the protection of wildlife, and further reserves the right to retain and maintain existing trails and to construct and install new pedestrian and bicycle trails on the Property, including the right to grant easements for such purposes to the successive owners of owners adjacent property, their guests and licensees. All such pedestrian and bicycle access to the Property shall be located along the perimeter of the meadows or as shown on Exhibit D, attached hereto, and shall be separated from the meadows by fencing built and maintained by Grantor in compliance with Colorado Division of Wildlife specifications for fencing in wildlife migration areas and in locations to be approved by the Trust in accordance with Paragraphs 7 and 8, below. Except for the trails shown on Exhibit D, it is the intent of this Paragraph that such pedestrian and bicycle access not traverse or bisect the meadows nor any of the three parcels which are the subject of the Conservation Easement, nor materially interfere with the historic irrigation on the Property.



636016 09/08/2003 12:45P B1516 P86 M ALSDORF  
7 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

E. The right to repair, maintain, renovate, use, demolish, replace, abandon, or vacate existing or permitted improvements within the Property.

F. The right to plant and otherwise grow native trees and other native vegetation, to restore woods or trees damaged by fire, water or natural disasters; and to trim trees and other vegetation.

G. The right to prevent the erosion of any slope on the Property, or to protect public health or safety.

H. The right to use and allow the Property to be used for horseback riding, grazing, picnicking, hiking, walking, camping, nature study and other similar activities.

I. The right to lease the Property by operation of law or by deed, subject and subordinate to this Easement.

6. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in all uses of the Property that are consistent with the purposes of this Easement. Grantor shall notify and obtain the consent of the Trust, as described in Paragraphs 7 and 8, below, before undertaking any excavation, construction, installation, repair, maintenance, renovation, demolition, or replacement of existing or permitted improvements on the Property, the cutting, trimming, removal of, or application of pesticides to any trees, brush or other vegetation within the Property, or exercising any other reserved rights that might have an adverse impact on the Conservation Values. Grantor shall have the burden to prove that the Grantor's uses and activities are consistent with this Easement.

7. Notice of Intention to Undertake Certain Permitted Actions. Grantor shall notify the Trust before undertaking any excavation, construction, installation, repairs, maintenance, renovation, demolition, or replacement of existing or permitted improvements or the cutting, trimming or removal of any trees or brush within the Property. The purpose of requiring Grantor to notify the Trust before undertaking such activities is to afford the Trust an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Easement. Unless an emergency exists which renders prior notice impracticable, Grantor shall notify the Trust 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 Trust to make an informed judgment as to its consistency with the purposes of this Easement and the Conservation Values.

8. The Trust's Approval. Whenever this Easement requires that Grantor obtain the Trust's approval of any activity on or use of the Property, such approval shall not be unreasonably withheld or delayed. Where the Trust's approval is required, the Trust shall grant or withhold its approval in writing within 30 days of receipt of Grantor's written request therefore. The Trust's approval may be withheld only upon a reasonable determination by the Trust that the action as

636016 09/08/2003 12:45P B1516 P87 M ALSDORF  
8 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

proposed would be inconsistent with the Conservation Values or the purposes or terms of this Easement; the reason(s) for such a determination shall be set forth with specificity by the Trust in a written notice to Grantor. Where a reasonable modification of the proposed use or activity by Grantor would render the same consistent with the purposes of this Easement and the Conservation Values, the Trust shall specify, in such written notice to Grantor, such required modifications.

9. Trust's Remedies: Enforcement.

A. Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, Grantor agrees not to proceed with the use or activity pending resolution of the dispute. Either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be. A judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator(s) and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award.

B. Notice of Violation: Corrective Action. If the Trust determines that a violation of the terms of this Easement has occurred or is threatened, the Trust shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement or the Conservation Values, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Trust. Grantor intends that if any prohibited activity is undertaken on the Property, the Trust shall have the right to cause restoration of that portion of the Property affected by the prohibited activity to the condition that existed before the prohibited activity commenced. Grantor shall bear the costs of any such restoration.

C. Injunctive Relief. If Grantor fails to cure the violation within ten (10) days after receipt of notice of the violation, or under circumstances where the violation cannot reasonably be cured within a ten (10) day period, fails to begin curing such violation within the ten (10) day period or fails to continue diligently to cure such violation until finally cured, the Trust may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require or cause the restoration of the Property to the condition that existed prior to any such injury.

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

E. Emergency Enforcement. If the Trust, reasonably believes an ongoing or threatened imminent activity violates the Easement, the Trust may, in its sole discretion, take immediate legal action as set forth in this Paragraph 9 without prior notice to Grantor and without waiting for the period provided for cure to expire.

F. Scope of Relief. The Trust's rights under this Paragraph 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that the Trust's remedies at law for any violation of the terms of this Easement are inadequate and that the Trust shall be entitled to the injunctive relief described in Paragraph 9.C, both prohibitive and mandatory, in addition to such other relief to which the Trust may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Trust's remedies described in this Paragraph 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

G. Costs of Enforcement. All reasonable costs incurred by the Trust in enforcing the terms of this Easement against Grantor including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

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

I. Waiver of Certain Defenses. No action shall be commenced or maintained to enforce the terms of any building restriction described in this Easement, or to compel the removal of any building or improvement, unless said action is commenced within four (4) years from the date of the violation for which the action is sought to be brought or maintained. To the extent that any defense available to Grantor pursuant to C.R.S. Section 38-41-119 is inconsistent with the foregoing, such defense is waived by Grantor. Grantor waives the defenses of laches, estoppel and prescription with regard to the enforcement of all other terms of this Easement.

J. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Trust 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.

10. Access. Nothing contained herein shall be construed as affording the public access to any portion of the Property, although the Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement.

11. Costs, Liabilities, Taxes and Environmental Compliance.

A. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including without limitation the reimbursement of the Trust's attorneys' fees, costs and expenses incurred in the negotiation, implementation and enforcement of this Easement and the maintenance of adequate liability insurance coverage, which insurance policy or policies shall name the Trust as an additional insured. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish the Trust with satisfactory evidence of payment upon request. The Trust is authorized, but in no event obligated, to make or advance any payment of Taxes, upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor to the Trust at the lesser of fifteen percent (15%) per annum, or the maximum rate allowed by law.

C. Real Property Transfer Fee. There is hereby imposed a real estate transfer fee on every document in writing, whereby title to any portion of that certain real property contiguous to the Conservation Easement as more particularly described in Exhibit E attached hereto (the "Transfer Fee Property") is transferred, which tax shall be measured by the consideration paid or to be paid for such grant or conveyance and shall be due and payable to the Trust by the grantee at the time of transfer contemporaneously therewith. The document shall not be recorded whereby or wherein title to such real property is transferred until the real estate transfer fee has been paid to the Trust. The amount of real estate transfer fee payable to the Trust shall be computed at the rate of one quarter of one percent (0.25%) of the consideration paid in return for the transfer of ownership or title.

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

i. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property, except for fuels customarily used or transported in connection with camping, wrangling, agricultural and construction activities on the Property;

ii. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

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

iv. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

v. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

vi. Grantor warrants that Grantor has good and sufficient title to the Property, that Grantors has good right, full power and lawful authority to grant and convey this Easement, that any mortgages or liens on the Property are and shall remain subordinate to the terms of this Easement, and Grantor hereby promises to warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record, which are acceptable to the Trust at the time of execution of the Easement.

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

F. Control. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in The Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Colorado state law counterpart.

G. Hold Harmless. Grantor shall hold harmless, indemnify, and defend the Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, cause of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release of hazardous or toxic substances in, on, from, under or about the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 11.1 through 11.5.

## 12. Extinguishment and Condemnation.

A. Extinguishment. In granting this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of the Grantor and the Trust that any such changes shall not be deemed circumstances justifying the termination or extinguishment of this Easement. In addition, the inability of Grantor, or the Grantor's heirs, successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

If circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the Paragraph 12.2, below. The Trust shall use all such proceeds in a manner consistent with the conservation purposes of this Easement.

B. Proceeds. This Easement constitutes a real property interest immediately vested in the Trust, which the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Easement (minus any increase in value after the date of this grant attributable solely to improvements which are allowed by this Easement) by (2) the ratio of the value of this Easement at the time of this grant to the value of the Property, without deduction for the value of this Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1986, as amended. For the purposes of this Paragraph, the ratio of the value of this Easement to the value of the Property unencumbered by this Easement shall remain constant.

C. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and the Trust in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 12.2.

D. Application of Proceeds. The Trust shall use any proceeds received under the circumstances described in this Paragraph 12 in a manner consistent with its conservation purposes, which are exemplified by this grant.

13. Assignment. This Easement is transferable, but the Trust may assign its rights and obligations under this Easement only to an organization that is (a) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder;(b) authorized to acquire and hold conservation easements under Colorado law As a condition of such transfer, the Trust shall require the transferee to expressly agree, in writing, to carry out and uphold the purposes of this Easement and the Conservation Values and otherwise assume all of the obligations and liabilities of the Trust set forth herein or created hereby. After such transfer, the Trust shall have no further obligation or liability under this Easement. The Trust agrees to give written notice to Grantor of an assignment at least 60 days prior to the date of such assignment. The failure of the Trust to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Trust of the transfer of any such interest at least 30 days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.



636016 09/08/2003 12:45P B1516 P93 M ALSDORF  
14 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

15. Estoppel Certificates. Upon request by Grantor, The Trust shall within 30 days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Trust's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of the Trust's most recent inspection. If Grantor requests more current documentation, the Trust shall conduct an inspection, at Grantor's expense, within 60 days of receipt of Grantor's written request therefor. However, in the event that weather, or other circumstances outside of the Trust's control, prevent the Trust from conducting an inspection within 60 days of receipt of Grantor's written request, the Trust shall conduct such inspection within a timely manner once such weather or circumstances which prevent the inspection no longer exist.

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

To Grantor: Freeman Ranch LLC  
c/o Pat Fitzgerald  
P.O. Box 1330  
Glenwood Springs, CO 81602

With copy to: Loyal E. Leavenworth  
Leavenworth & Karp, P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81602  
Fax: (970) 946-7336

To the Trust: Aspen Valley Land Trust  
320 Main Street, Suite 204  
Carbondale, CO 81623

17. Recordation. The Trust shall record this instrument in timely fashion in the official records of Garfield County, Colorado, and may re-record it at any time as may be required to preserve its rights in this Easement.

18. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate to promote the purposes of this Easement and the protection of the Conservation Values of the Property, Grantor and the Trust may jointly amend this Easement (in accordance with the Policies of the Trust.) However, the Trust is under no obligation to amend this Easement, and may decline to amend this Easement in its sole and exclusive judgment. No amendment shall be allowed that will affect the qualifications of this Easement under any applicable law. Any amendment must be consistent with the purposes of this Easement and the Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of Garfield County, Colorado.

19. General Provisions.

A. The following Exhibits are attached to and incorporated by reference into this Conservation Easement Deed. Exhibit A: Property Legal Description, Exhibit B: Water Rights, Exhibit C: Baseline Documentation, Exhibit D: Conservation and Trail Plan, Exhibit E: Legal Description of Real Property Subject to Transfer Fee.

B. Definitions. The terms "Grantor" and the "Trust", wherever used herein, and any pronouns used in place of those terms, shall be deemed to include, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Trust, its successors and assigns.

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

D. 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 purposes 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 purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this Easement or to disputes between the Parties concerning the meaning of particular provisions of this Easement.

E. 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 be deemed severable and remain in full force and effect.

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

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

H. Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.





636016 09/08/2003 12:45P B1516 P96 M ALSDORF  
17 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

ACCEPTED:

TRUST

\_\_\_\_\_  
ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation,

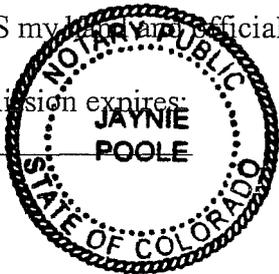
By: Martha Cochran  
Martha Cochran  
Its: Executive Director

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of September,  
2003, by Martha Cochran, as Executive Director of ASPEN VALLEY LAND TRUST, a Colorado  
nonprofit corporation.

WITNESS my hand and official seal.

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



Jaynie Poole  
Notary Public

My Commission Expires 11/02/2005

# EXHIBIT A

## FREEMAN RANCH, LLC CONSERVATION EASEMENT PARCELS

### PARCEL 1:

A parcel of land situated in the E1/2, the E1/2NW1/4, the NE1/4SW1/4 and Lot 7 of Section 10, Township 7 South, Range 89 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the south one-quarter of Section 10, a stone found in place; thence S.89°48'29"W. along the southerly line of said Section 10, a distance of 1130.84 feet; thence N.00°32'29"W. along the westerly line of said Lot 7, a distance of 496.55 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line of Lot 7 N.00°32'29"W., a distance of 507.44 feet; thence N.15°44'40"E., a distance of 1,655.45 feet; thence S.39°00'10"E., a distance of 116.36 feet; thence S.58°58'34"E., a distance of 394.08 feet; thence S.39°27'18"E., a distance of 376.68 feet; thence S.35°49'35"W., a distance of 1,870.24 feet; to the TRUE POINT OF BEGINNING. Said parcel of land containing 21.752 acres, more or less.

County of Garfield  
State of Colorado

### PARCEL 2:

A parcel of land situated in the SE1/4 of Section 10, the SW1/4SW1/4 of Section 11, Township 7 South, Range 89 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the southeast corner of said Section 10 a Garfield County Surveyor brass cap found in place thence N.89°02'20"E. along the SW1/4SW1/4 of said Section 11 a distance of 1323.14 feet; thence N.00°04'29"W. along the easterly line of said SW1/4SW1/4 a distance of 824.99 feet to the TRUE POINT OF BEGINNING; thence leaving said easterly line N.90°00'00"W., a distance of 1,419.12 feet; thence N.50°49'04"W., a distance of 101.08 feet; thence N.06°29'45"W., a distance of 415.03 feet; thence N.23°32'39"W., a distance of 237.88 feet; thence N.37°00'17"W., a distance of 224.84 feet; thence N.41°01'14"W., a distance of 202.96 feet; thence N.34°59'05"W., a distance of 73.85 feet; thence S.82°39'53"E., a distance of 625.18 feet; thence S.00°15'40"E., a distance of 509.21 feet; thence N.89°39'54"E., a distance of 1,327.31 feet; thence S.00°04'29"E., a distance of 506.26 feet; to the TRUE POINT OF BEGINNING. Said parcel of land containing 22.268 acres, more or less.

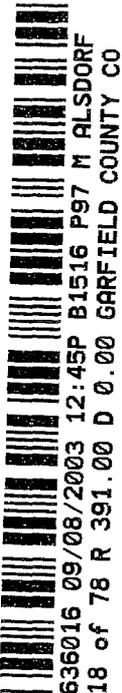
County of Garfield  
State of Colorado

### PARCEL 3:

A parcel of land situated in the N1/2NE1/4 of Section 15, Township 7 South, Range 89 West of the Sixth Principal Meridian, said parcel of land being more particularly described as follows:

Beginning at the north one quarter corner of said Section 15, a stone found in place; thence S.00°37'33"E. along the westerly line of said N1/2NE1/4, a distance of 602.54 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly line of the N1/2NE1/4, S.86°35'27"E., a distance of 1,810.14 feet; thence N.41°57'00"E., a distance of 290.71 feet; thence 162.64 feet along the arc of a curve to the left, having a radius of 182.69 feet, a central angle of 51°00'28", (chord bears S.73°13'03"E. a distance of 157.32 feet; thence N.81°16'43"E., a distance of 39.75 feet; thence 92.75 feet along the arc of a curve to the right having a radius of 134.52 feet, a central angle of 39°30'17", (chord bears S.78°58'09"E. a distance of 90.92 feet); thence S.59°13'00"E., a distance of 103.75 feet; thence 194.13 feet along the arc of a curve to the right having a radius of 2,581.15 feet, a central angle of 04°18'33", (chord bears S.57°03'44"E. a distance of 194.08 feet); thence S.54°54'28"E., a distance of 103.24 feet; thence S.00°27'25"E., a distance of 442.18 feet; thence S.87°58'49"W., a distance of 2,614.40 feet; thence N.00°37'38"W., a distance of 700.53 feet; to the TRUE POINT OF BEGINNING. Said parcel of land containing 37.091 acres, more or less.

County of Garfield  
State of Colorado





636016 09/08/2003 12:45P B1516 P98 M ALSDORF  
19 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT B  
to DEED OF CONSERVATION EASEMENT IN GROSS

Grantor's partial interest in the following water rights in the Atkinson Ditch, to the extent that such water rights have been historically used to irrigate, and are appurtenant to, the real property described on Exhibit A:

ATKINSON DITCH			
Priority No.	Total Amount Decreed (c.f.s.)	Adjudication Date	Appropriation Date
33	4.0	5/11/1889	5/24/1882
109	3.0	5/11/1889	3/30/1885
147	0.7	5/11/1889	5/05/1886
406F	5.5	8/25/1936	5/15/1919

EXHIBIT C

**DRY PARK PROPERTIES  
CONSERVATION EASEMENT  
BASELINE DOCUMENTATION**

THE PURPOSE OF THIS BASELINE DOCUMENTATION IS TO SET FORTH, IN WORDS, PICTURES AND MAPS, A DESCRIPTION OF THE CONSERVED PROPERTY AS OF THE DATE OF CONSERVATION. THIS DESCRIPTION WILL BE USED TO MONITOR COMPLIANCE WITH THE CONSERVATION EASEMENT, AND TO DETERMINE THE ONGOING CONDITION OF THE CONSERVATION VALUES PROTECTED BY THE EASEMENT. SITE VISITS WERE PERFORMED ON JULY 14<sup>th</sup> AND 15<sup>th</sup>, 2003 IN ORDER TO COMPILE INFORMATION CONTAINED IN THIS STUDY.

**I. Grantor Information**

**Grantors:** S & S Ranch LLC, SBJ Ranch LLC, Freeman Ranch LLC, GSB Ranch LLC, Wild Mountain Ranch LLC.

**Property Contact:** Patrick Fitzgerald  
Glenwood Brokers  
PO Box 1330  
Glenwood Springs, CO 81601  
Office Phone: (970) 945-5554

**Date of Donation:** March 12, 2003

**Description of Adjacent or Nearby Property Owned by Grantor, Not Subject to a Conservation**

**Easement:** Five owners have donated lands that, when combined, will comprise three contiguous easement parcels. The five properties (hereinafter collectively the "Property") is 484.28 acres with sixty-four percent of the property being placed into a conservation easement and the remaining thirty-six percent or 174 acres being reserved by the Owners. The character of the adjacent property reserved by the Owners is a combination of sagebrush areas and irrigated pasture grassland/hay meadows. Within this area is the existing ranch home and associated outbuildings.

**II. Property Description**

**County:** Garfield County, Colorado

**Location: CONSERVATION EASEMENT No. 1:** A parcel of land situated in Lot 7, the S1/2 and the NW1/4 of Section 10, the SW1/4 SW1/4 of Section 11 and the N1/2 NE1/4 of Section 15 all in Township 7 South, Range 89 West of the 6th Principal Meridian.

**CONSERVATION EASEMENT No. 2:** A Parcel of land situated in the E1/2 of Section 10, Township 7 South, Range 89 West of the 6th Principal Meridian.

**CONSERVATION EASEMENT No. 3:** A parcel of land situated in the N1/2 of Section 10, Township 7 South, Range 89 West of the 6th Principal Meridian.

The three conservation easements are located in the Dry Park Valley in unincorporated Garfield County, Colorado.

**Physical Address:** 0670 County Road 125, Glenwood Springs, Colorado. See Map 1-Dry Park Property Location Map.

636016 09/08/2003 12:45P B1516 P99 M ALSDORF  
20 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

**Directions:** From Glenwood Springs the Property can be reached by driving southwest on Four Mile Road and turning south on County Road 125 (Dry Park Road). The entrance to the property is on the east (left-hand) side of Dry Park Road, 0.6 miles from the intersection with Four Mile Road. From Carbondale the property can be reached by driving west on Main Street, which turns into County Road 108 (Thompson Creek Road), over the Crystal River and proceeding up the steep grade past the Crystal River Ranch and turning right onto County Road 125 (Dry Park Road). From the intersection of Thompson Creek Road and Dry Park Road the Property is approximately 5 miles.

**Access:** Access to the Property from Glenwood Springs is by Four Mile Road, which is a well maintained two-lane asphalt surface with a speed limit of between 25 and 35 miles an hour. From the intersection with Four Mile Road, Dry Park Road is an improved dirt surface that is fairly smooth and easy to navigate with most vehicles.

From Carbondale, the Property is accessed by way of Thompson Creek Road, which is an asphalt/chip-and-seal road. From the intersection of Thompson Creek Road, Dry Park Road is a narrow dirt surface that contains ruts and exposed rocks, making it fairly rough, but navigable by most vehicles in dry weather. In adverse conditions, such as in winter or when the road surface becomes wet, Dry Park Road should be navigated by four-wheel drive vehicles and may even become impassible from this direction.

Access onto the conserved lands will be by permission through direct contact with the property owners or property manager.

**Public Access:** The parcel will remain private property with no provision for general public access.

**Assessor's Parcel ID Number:** The conservation easements partially or fully contain Garfield County parcels: 2395-101-00-149, 2395-101-00-150, 2395-104-00-151, 2395-113-00-122, 2395-113-00-118, 2395-104-00-125, 2395-104-00-119, 2395-103-00-128, 2395-103-00-123, 2395-103-00-116, 2395-103-00-129, 2395-151-00-117, 2395-151-00-124 (see Exhibit A: Dry Park Property Conservation Easement Survey).

**Size of Conserved Area:** Conservation Easement No.1 is 270.607 acres, more or less. Conservation Easement No.2 is 17.761 acres, more of less. Conservation Easement No.3 is 24.995 acres, more or less. The conservation easements apply to 313.36 acres of land within the property.

**Land Use Zoning:** Agricultural/Residential/Rural Density

**Known Encumbrances:** Conservation Easement No.1 may be subject to the following easements:

- a) Easement for County Road No 125 (Dry Park Road) to the benefit of Garfield County
- b) Easement for water tank and associated access road to the benefit of Springridge II Homeowners' Association
- d) Easement for 60kv overhead electrical line to the benefit of Holy Cross Energy

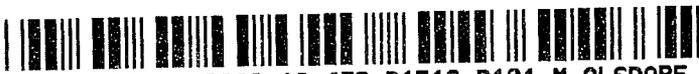
Conservation Easement No.2 may be subject to the following easements:

- a) Easement for drainage purposes to the benefit of Springridge II Homeowners' Association
- b) Easement for 60kv overhead electrical line to the benefit of Holy Cross

Conservation Easement No.3 may be subject to the following easements:

- a) Easement for drainage purposes to the benefit of Springridge II Homeowners' Association
- b) Easement for utility and sanitary sewer to the benefit of Springridge II Homeowners' Association

The Grantors also retain certain rights to the conserved property as consistent with the terms put forth in the Conservation Easement. Please refer to each Deed of Conservation Easement in Gross for a complete description of these rights.



636016 09/08/2003 12:45P B1516 P101 M ALSDORF  
 22 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

**Water Rights:** The Grantors hold legal entitlement to the subsurface water rights for two wells, Springridge Well No. 1 and Springridge Well No. 2. Springridge Well No. 1 is 320 feet deep and is legally entitled to pump at a rate of 70 g.p.m. Springridge Well No. 2 is 200 feet deep and is legally entitled to pump at a rate of 70 g.p.m. (Otak, 2002). The source of both wells is the groundwater tributary to Four Mile Creek and to the Roaring Fork River. The Grantors will retain claim to the water rights associated with the Atkinson Ditch, which are as follows:

<u>Priority</u>	<u>Amount (cubic feet per second)</u>
33	.3510
109	1.125
147	.2625
406F	2.0625

However, the Grantors have, as part of the conservation easement deeds, agreed to keep these water rights appurtenant to the lands encumbered by the conservation easements and to maintain historic irrigation levels, subject to the availability of water to meet Atkinson Ditch water right priorities, of the hay meadows in Conservation Easements Nos. 2 and 3 in perpetuity.

**Mineral Rights:** Mineral rights will be retained by the Grantors with the stipulation that the exploration for or extraction of minerals, oil, gas or other hydrocarbons, soils, sands, gravel, rock or other materials on or below the surface of the land within the conservation boundaries shall be strictly prohibited in accordance with the terms set forth in the Deed of Conservation Easement in Gross.

**Historic Land Use:** The Property has been historically used as a horse ranch. The ranch includes approximately 10 structures (a ranch house and several outbuildings, not within the conservation boundaries), hayfields and irrigation ditches. The area of land defined as Conservation Easement No.1 has remained relatively undeveloped, with the ranch operations being mostly confined to the flatter lowlands of the property. The area of land encompassed by Conservation Easement Nos.2 and 3 has been developed for the production of pasture grasses. This land has been historically flood irrigated from the Atkinson Ditch.

**Land at the Time of Acquisition:** Conservation Easement No.1 is, with the exception of the noted existing man-made improvements, undeveloped open land in a natural condition. Conservation Easements Nos. 2 and 3 are operating agricultural land, specifically they are irrigated pasture grass fields.

**Future Land Use:** In addition to the known encumbrances listed above, Conservation Easement No.1 will be managed as an open space area. Management practices may include the construction of natural surfaced trails for the purpose of foot and equestrian travel, weed control measures, and other measures taken to ensure the maintenance of the wildlife, scenic and recreational values of the area.

In addition to the known encumbrances listed above, Conservation Easement Nos. 2 and 3 will be managed as irrigated agricultural fields in a manner consistent with historic use, subject to the availability of water to meet Atkinson Ditch water right priorities. Management practices may include modifications to, and maintenance of, the Atkinson Ditch for the purposes of ensuring the efficient and safe distribution of irrigation water. There may also be a need to construct some minor structures within the easements for the purposes of supporting the agricultural operations. The terms of the Conservation Easement specifically prohibits the construction of barns and/or stables.

In the event that the portion of the property reserved by the Owners is developed as a trail system, the trail shall be allowed to enter and traverse across the conserved lands. As part of the trail system, a natural surfaced foot, mountain bike and/or horse trail may circumscribe Conservation Easement No.2 and connect to a trail within Conservation Easement No.1. A trail may circumscribe Conservation Easement No.3 and connect to trails within Conservation Easement No.2. Trails that may be developed in Conservation Easements Nos. 2 and 3 will not be permitted to cross or bisect the irrigated pasture fields. Recreational trails will not be permitted or developed within the portion of Conservation Easement No. 1 that lies west of Dry Park Road. Trails that may be developed within the Conservation Easements may be subject to seasonal closure at the recommendation of the Colorado State Department of Wildlife.

**Adjacent Land Use:** A residential subdivision known as Springridge sits adjacent to the northern border of Conservation Easement No.3. Springridge is a low density development with 22 individual lots on approximately 105 acres.

The eastern and southern boundary of Conservation Easement No.1 borders Crystal River Ranch, a 4,000 acre working cattle and horse ranch. Crystal River Ranch lands extend eastward contiguously to the Roaring Fork River, approximately 1.6 miles from the border with the Dry Park Property.

A 45-acre Bureau of Land Management (BLM) parcel adjoins the Property at a northeastern corner (located outside the conservation easements).

To the west, Conservation Easement No.1 borders Farynhill Ranch, private lands restricted by a Deed of Conservation Easement held by the Aspen Valley Land Trust. The western and southern boundaries of the Farynhill Ranch are contiguous to BLM lands.

Conservation Easement No.2 is fully contained within the land reserved by the Owners.

Map-5 illustrates the layout of the conservation easements within the Property, Map-4 illustrates the adjacent conservation easements, Map-2 depicts surrounding land ownership and a complete list of property owners is provided in Exhibit B: Adjacent Property Owners.

**Relationship to Other Conserved Lands:** The owner of the adjacent 4,000 acre Crystal River Ranch, which lies to the south and southeast of the Property, has indicated intent to place the ranch into a conservation easement in order to protect and preserve its agricultural values. Farynhill Ranch, private lands restricted by a Deed of Conservation Easement held by the Aspen Valley Land Trust, are contiguous to the western boundary of Conservation Easement No.1. The western and southern boundaries of the Farynhill Ranch are contiguous to BLM lands.

The BLM administers a 58 acre parcel of public land that is not directly connected to the land under conservation easement, but is located immediately northeast of the Property. The BLM also administers several other public parcels in excess of 4,000 acres that are immediately adjacent to, or are in-holdings within Crystal River Ranch lands. To the west, there are additional BLM parcels totaling 2034 acres and 20,910 acres of United States Forest Service lands that are separated from Conservation Easement No.1 by lands zoned A/R/RD (see Map-2).

While these public lands are currently administered by the BLM, which suggests they will remain unimproved natural lands, the BLM submitted a letter dated 5/6/93 stating that some of the lands within the immediate vicinity of the Property may be disposed of through land sale or exchange. The letter is supported by the "Glenwood Springs Resource Area Resource Management Plan, 1988" (RMP) which established the number one priority for land disposal as "Parcels within or adjacent to existing or approved residential development on private land." The BLM parcels cited above qualify for disposal as set by the stated policy and are noted as such within the RMP. However, a verbal conversation with the BLM realty specialist in Grand Junction, Colorado on 08/07/03 indicated that the BLM has no intention to dispose of these properties at the present time. If the BLM does dispose of these lands, they would be subject to the restrictions of the Garfield County zoning and development code and could be developed.

**Existing Improvements:** An overhead electric powerline runs across the entire width of the property in a southwesterly direction (see Map 5). The powerline runs through Conservation Easement No.1 and intersects the northwest corner of Conservation Easement No. 2. There are approximately eight overhead powerline poles that sit within Conservation Easement No.1 and one overhead powerline pole that sits within Conservation Easement No.2 (Figure 1 and Photo-Series E and F). The power-line serves properties that are adjacent to the Property.

Dry Park Road divides Conservation Easement No. 1 into two distinct sections east and west of the road. Within the boundaries of the western section of Conservation Easement No.1 there is a 120,000 gallon water tank located approximately 500 feet from the edge of Dry Park Road to the southwest of the existing ranch house driveway (Figure 2).



Figure 1. Looking east at overhead powerlines existing on the property.

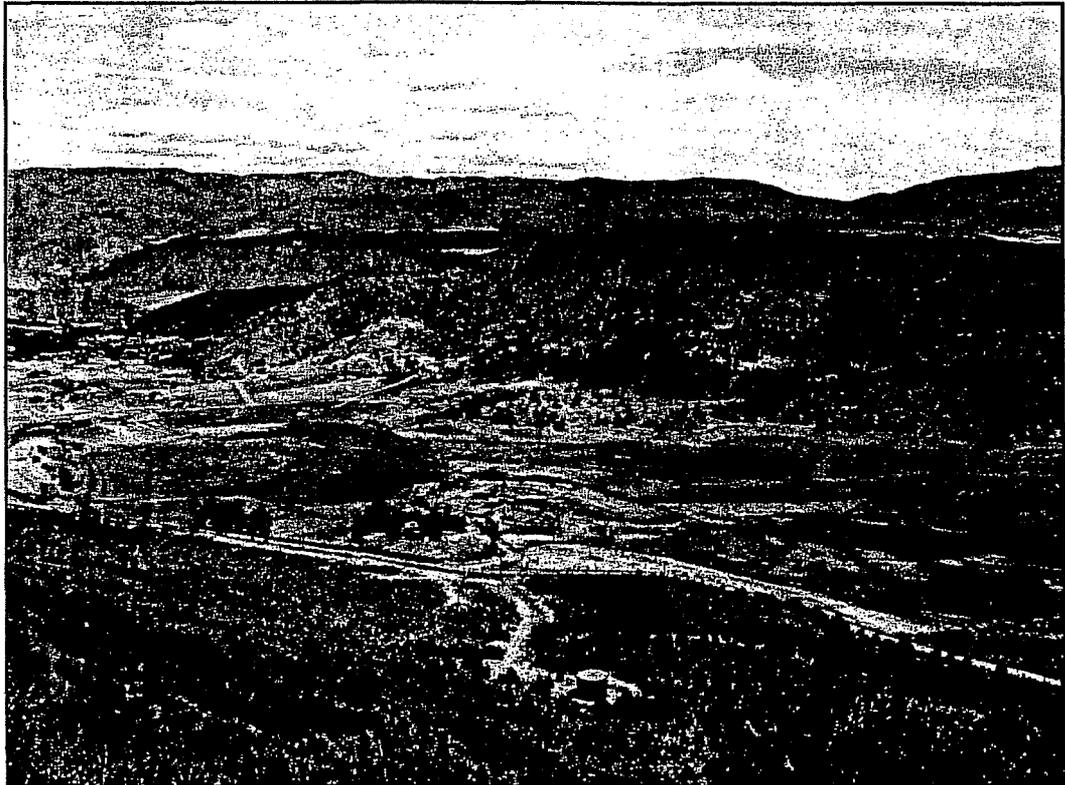


Figure 2. View from western ridge with water tank in foreground.



636016 09/08/2003 12:45P B1516 P104 M ALSDORF  
25 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

The property line is delineated with cattle fencing on all sides, including along the public right of way on both sides of Dry Park Road. Several old cattle fences cross internally within the property (Figure 3), with another following the prominent ridgeline to the west (Figure 4). This old derelict fence occurs intermittently along the ridgeline.



Figure 3. Some of the old agricultural fences present on the property.



Figure 4. Part of the derelict fence found on the top of the western ridge.

There are various old two-track jeep trails located within the property, including the areas within the conservation easements. One occurs southeast following an arroyo in land outside the conservation boundaries and eventually fades out on the slope of the central ridge in Conservation Easement No.1. The road is no longer used and has begun to be reclaimed by the sagebrush shrub-land species. A second road climbs the side of the central ridge above the arroyo (Figure 5). This road has also been abandoned and is being reclaimed by the sagebrush shrublands. The reclamation process could be protected by ensuring that access to these roads is eliminated. This could be accomplished through the placement of boulders at the base of these roads. The remnants of another old road are present on top of the prominent ridge within Conservation Easement No.1 on the west side of Dry Park Road. The abandoned road appears to have served as access for the construction of the power line that traverses the property. The old roadbed is actively eroding along the steeper gradient sections (Figure 6), while other sections on a more favorable gradient are naturally revegetating (Figure 7). This road is no longer accessible and therefore does not require additional action to eliminate vehicle access.

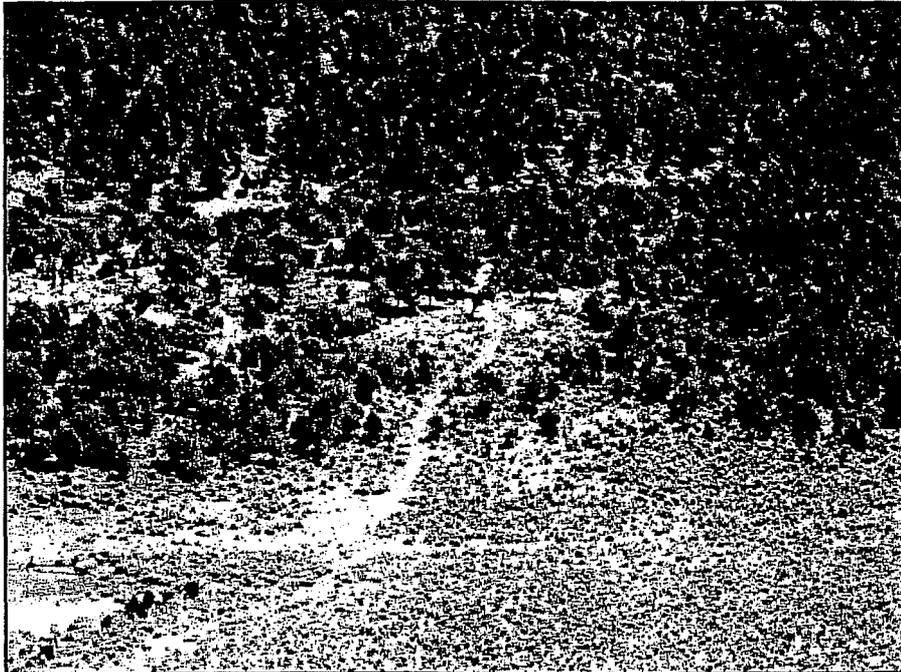


Figure 5.  
Old jeep trail on western side of central ridge.



Figure 6.  
Erosion occurring on old road on western ridge.

636016 09/08/2003 12:45P B1516 P106 M ALSDORF  
27 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Figure 7. Old road on western ridge in the process of vegetative succession.

Within the boundaries of Conservation Easements Nos. 2 and 3 an old irrigation ditch, known as Atkinson Ditch, crosses the existing hay fields. The ditch originates at Four Mile Creek to the northwest and runs parallel to the northeast side of Dry Park Road before dropping down through an old pasture or hayfield (not within the conservation easement boundaries) and around and through the land defined as Conservation Easement Nos.2 and 3. The ditch crosses Conservation Easement No.2 in three places, and crosses Conservation Easement No.3 in two places. The ditch provides the means to flood irrigate these fields for hay production.

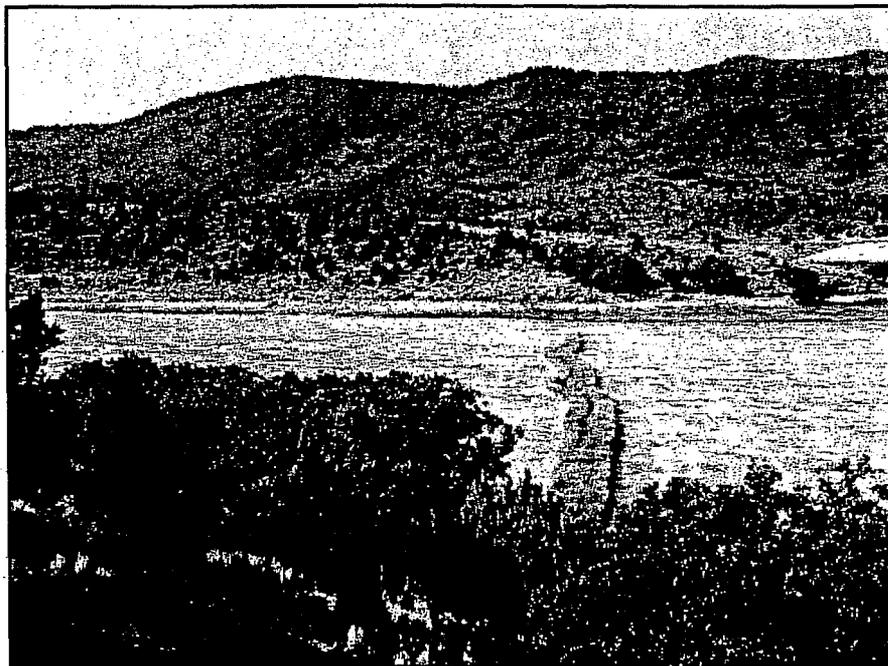


Figure 8. View of one spur of the Atkinson Ditch from outside the conservation easement boundary.

**Topography:** The Property is situated within Dry Park Valley, Garfield County, Colorado. The Property is located east of the Grand Hogback monocline and is characterized by broad valleys and steep rocky ridges (Hepworth Pawlak, 1994). The Dry Park Valley is approximately 6 miles in length defined by a prominent ridgeline to the east that divides Dry Park from the Roaring Fork River Valley and another prominent ridgeline to the west, dividing Dry Park from the Four Mile Area. The land under conservation easement within the Property ranges from 6,380'-7,200' in elevation and contains diverse topographic conditions.

Dry Park Road runs parallel to the lower slope of a western ridgeline that divides Dry Park from Four Mile. The road effectively divides Conservation Easement No.1 into two distinct sections. The portion of Conservation Easement No.1 located west of Dry Park Road extends westward to just beyond the west ridgeline, which crests at 7200'. The east-facing slope of the ridge is fairly continuous, with minimal cliffs, shelves or large outcroppings. The formation rises abruptly and stands approximately 800 feet above the valley floor, forming a dramatic backdrop to the surrounding lands (see the background of Figure 8). The slopes on the face of the ridge formation range from 20-62% (see Map-6 and Map-7).

East of Dry Park Road the topography within Conservation Easement No.1 is more varied with rolling terrain (0-15% slopes) and hillsides (15-40+% slopes). Here the land slopes eastward away from Dry Park Road into an upper valley area and then climbs back up to include a small ridge formation. This ridge formation originates to the south of the property and trends northwest until it gradually terminates in the pasturelands.

The eastern border of the Property (not included in the conservation easement) is characterized by another rise that trends northwest and crests at 6650' on the adjacent Crystal River Ranch property. The combination of the three parallel rises (the ridge between Dry Park and Four Mile, the central ridge within the Property and the ridge between Dry Park and the Roaring Fork Valley) forms two distinct valleys within the Property. The valleys connect and open up near the mid-point of the Property and continue northwest to beyond the northern property boundary. This open central valley within the Property contains both Conservation Easements Nos.2 and 3, which are relatively flat irrigated pasture grass fields that drain northwards.

**Geology:** The Property is located mostly on shallow colluvial and alluvial deposits overlying the Maroon Formation. The ridge slopes consist of steep west facing dip slopes and steeper east facing scarp slopes (Hepworth Pawlak, 1994).

Slopes are generally thinly covered with colluvium consisting of sands, clays, silts and rock fragments. These deposits have either weathered in place or have been transported downslope mostly by gravity. They are generally in a loose state of consolidation in a geologic sense. The valley bottoms have thicker alluvial deposits consisting of more fine-grained soils. These soils have been deposited mostly under the influence of water and are more compacted than the colluvial soils. Both soils are subject to rapid erosion if stripped or vegetation. Arroyo cutting is occurring in the upper reaches of the eastern drainages (Hepworth Pawlak, 1994).

Bedrock in the area consists of the regional Permian to Cretaceous age sedimentary sequence. Geologic maps also show Weber Sandstone and Chinle Formation outcroppings near the top of the main ridgeline formation (Hepworth Pawlak, 1994).

There is a potential rock fall hazard along the east facing slopes of the steep hogback formation. However, there is almost no evidence of active rock fall within the Property. There is a group of faults three miles north of the Property on the Grand hogback. These faults are considered to be of the Neogene age (Miocene and younger). There is no historic seismic activity associated with this fault; consequently the risk of large damaging earthquakes in the area appears to be small (Hepworth Pawlak, 1994).

**Soils:** Soils found on the site include Almy loam with slopes between 0-25% (found in the valley bottoms), Arie-Ansari (on the eastern facing hogback slope), Earsman (on the eastern hillside), Goslin (on the eastern hillside face), and Torriorthents (western facing slope of the prominent ridge) (see Map-8). In the valley bottom areas the top soil depth is between 1 to 1 ½ feet thick above sandy, silty clay and silty sand with rock fragments. On the valley side slopes, sandstone bedrock sits beneath ½ to 6 feet of rocky, silty, sand and clay colluvial soils. Gullyng can be expected on exposed slopes as the soil types found on the Property are

susceptible to erosion when stripped of vegetation. Soil moisture is relatively low and no free water is encountered to depths of 8 to 11 feet (NRCS, 1984).

**Hydrology:** There are no perennial streams, waterways or springs on the property. The property does not contain a pond or wetland area nor is it encumbered by any portion of a 100-year flood plain. The property generally drains northward through two valleys that join to become one large, open pasture. There are two arroyos on the property, both of which traverse the conserved lands. The larger of the two drainages is located in the valley within the eastern most portion of Conservation Easement No. 1. This arroyo has two channels that originate on the Crystal River Ranch and run northwest. The channels reach about ten feet in depth and twenty five feet in diameter. The second arroyo is much smaller and is located in the western valley contained within Conservation Easement No.1. Both arroyos are showing signs of cutting (Figures 9 and 10). The existing well on the property, located outside the conservation easement boundaries, is 320 feet deep and has legal rights to pump at 70 g.p.m. The Atkinson ditch, a historic agricultural irrigation ditch dating back to the early 1880's, runs through the conservation easement lands in several places. The ditch, which is still in use, diverts water from Four Mile Creek for the purpose of flood irrigating approximately 42.8 acres of pasture grass fields.

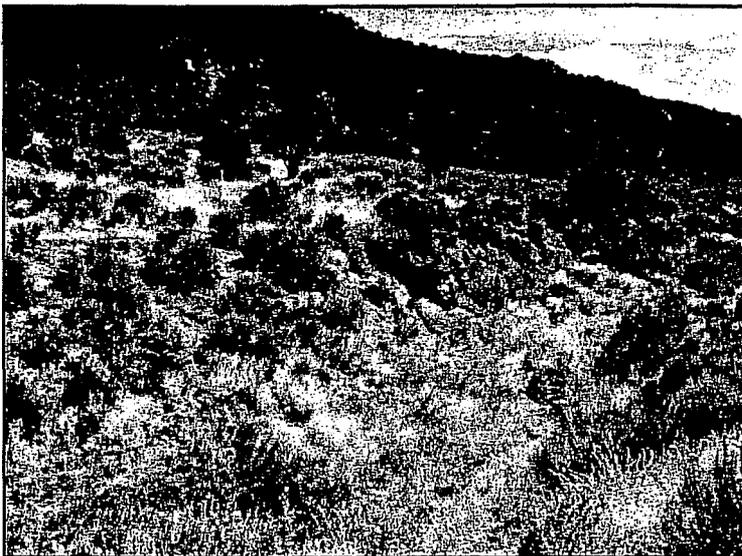


Figure 9. Arroyo on eastern portion of Conservation Easement No. 1

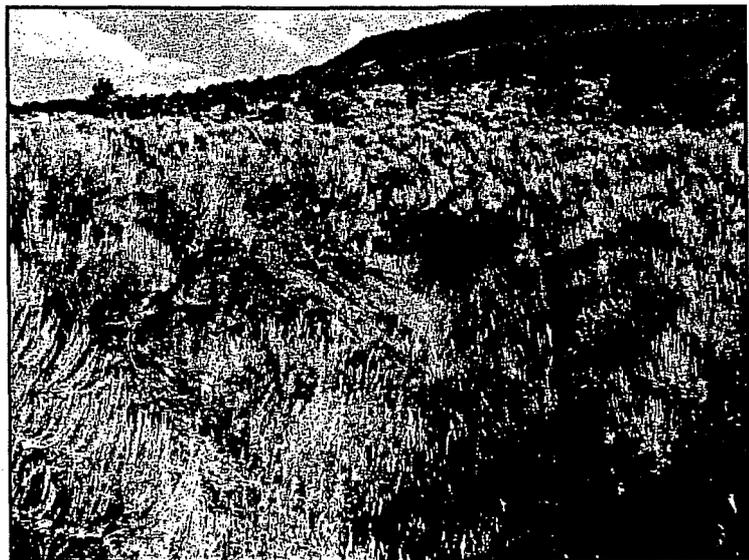


Figure-10. Arroyo in the upper valley of Conservation Easement No. 1 showing signs of cutting.



**Vegetation:** The vegetation within Conservation Easement No.1 is typical of an ecotone, or transition zone, between Pinyon pine-juniper woodland and sagebrush shrublands (Emerick, 1992). Conservation Easements No.2 and 3 are agricultural fields that are currently in pasture grass production.

The coniferous trees and large deciduous shrubs within Conservation Easement No.1 are mainly confined to the hillsides, while the valleys are dominated by smaller shrubs (Figure 11). The trees found on the slopes of Conservation Easement No.1 are Pinyon pines (*Pinus edulis*) interspersed with One-seed juniper (*Juniperus monosperma*), Rocky Mountain Juniper (*Juniperus scopulorum*), and Utah Juniper (*Juniperus osteosperma*). Dispersed among the trees are Gambel oak (*Quercus gambellii*), and mountain mahogany (*Cercocarpus montanus*) with an intermixing of big sagebrush (*Artemisia tridentata tridentata*) and Mountain sage (*Artemisia tridentata vaseyana*) scattered around in the more open and exposed areas. In the lowland areas, Big sage and Mountain sage is the dominant shrub. A more comprehensive vegetation species list is provided in Exhibit C: Plant Communities.

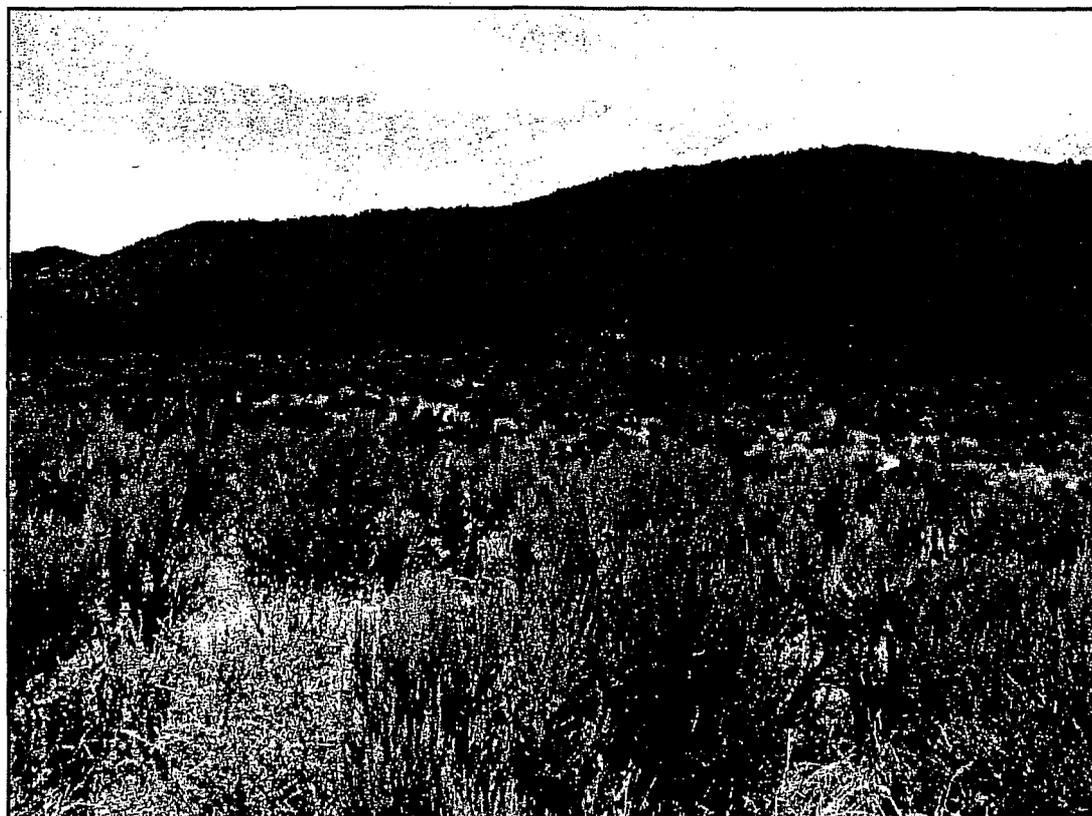


Figure 11. Looking up from the valley floor, the transition from the sagebrush landscape to woodlands is evident

Each ecotype within the ecotone is in various stages of successional transition with the edges of the different dominations in dynamic flux. The woody growth (trees and shrubs) within the ecotypes are in various stages of maturity, with some Gambel oak reaching over ten feet in height, and some Pinyon and Juniper trunks exceeding ten inches in diameter (Figures 12 and 13). Individual sagebrush plants within the sage dominated valley floor communities can reach heights of four feet or more while sagebrush bushes within the woodland area tend to be smaller.

The ground cover within the woodland areas is sparse and consists mainly of grasses, cactus and wildflowers and there is not much evidence of a diverse forb population. Throughout the woodland areas there are places where the forest floor is littered with debris, providing a good growing climate for seedlings. A fair amount of dead wood, both standing and lying, is scattered throughout the forest. As the upper slopes transition to the valley floor, big sagebrush becomes more dense and begins to dominate the landscape.



Figure 12. Young Gambel oak found on the central ridge.

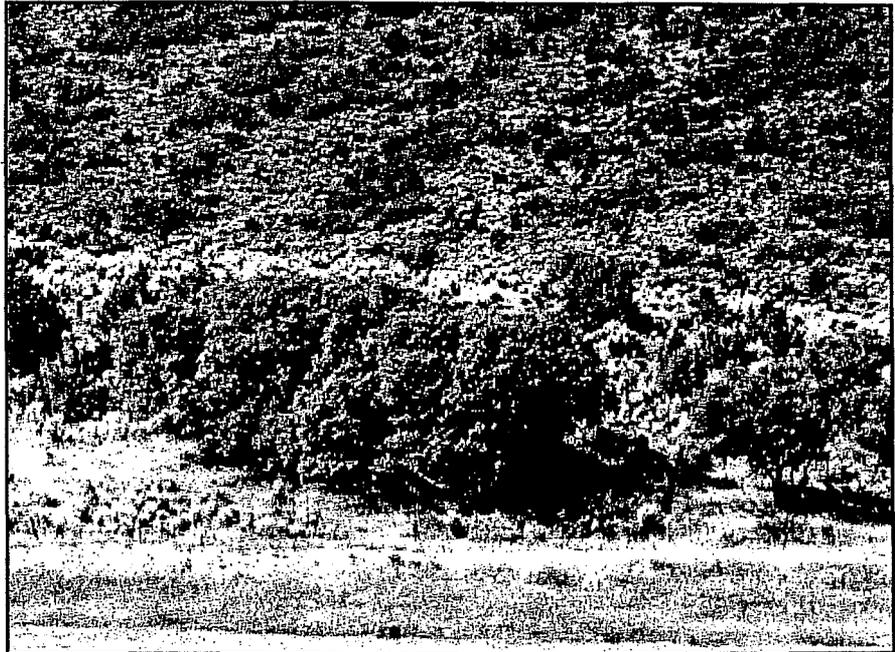


Figure 13. Mature Gambel oak on the central ridge.

Grasses are the dominant ground cover in the sagebrush dominated areas within the valley floor, with forbs becoming more dominant in the hillside sage colonies. In and around the arroyos there are areas where rabbitbrush (*Chrysothamnus spp.*) intermingles with the sagebrush to a greater extent than in other sage dominated areas (Figure 14).

The two agricultural pasture areas that constitute Conservation Easement Nos. 2 and 3 are still in production and had been recently harvested for hay at the time of the site visits. Tall pasture grass was still standing along the different branches of the Atkinson irrigation ditch, which crosses the site in several places (Figure 15). An adjacent fallow pasture, which is not contained within the conservation boundaries, is located south of the productive pastures. Within this pasture, there is a wide diversity of grasses, forbs and undesirable weeds present. Along the roadside there is the highest concentration of weed species. The roadside and the fallow pasture pose the greatest concern for potential weed seed migration, although the undisturbed areas of the site showed few signs of weed colonization.

636016 09/08/2003 12:45P B1516 P110 M ALSDORF  
31 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

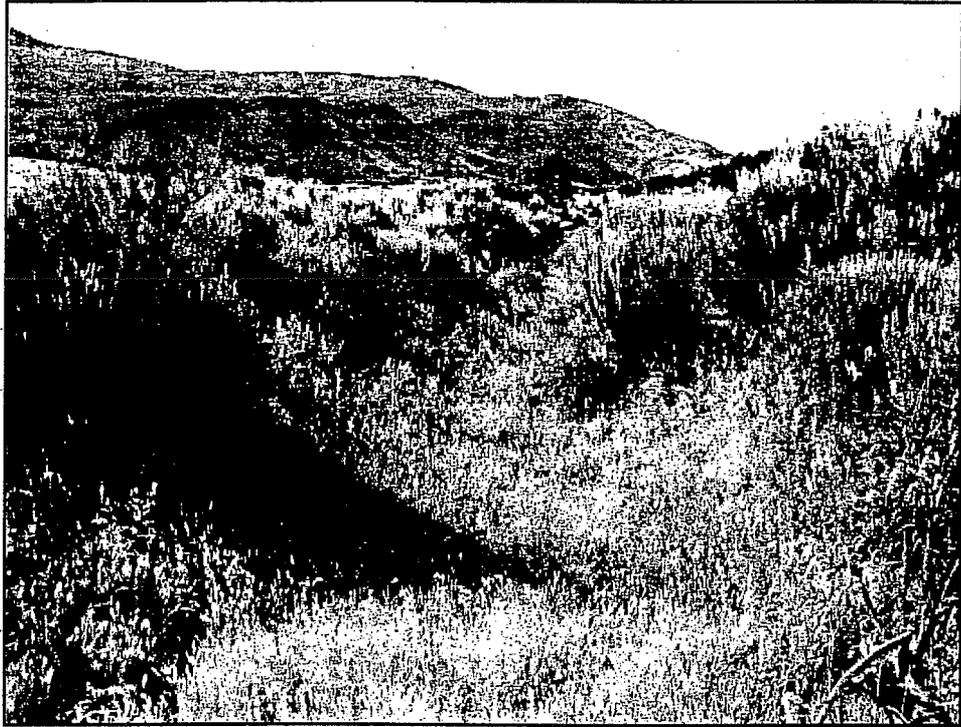


Figure 14. Rabbitbrush on the banks of the arroyo in the upper valley of Conservation Easement No. 1



Figure 15. Tall pature grasses along Atkinson Ditch.

### III. Description of Conservation Values

**Summary of Conservation Values:** The conserved land within the Property provides critical habitat for mule deer and severe elk winter range. The relationship of Conservation Easement No.1 to adjacent lands to the east and west (Crystal River Ranch, Faranhyll Ranch, BLM, other agricultural land and open space) provides migrating ungulates connective routes to the Roaring Fork River as well as upland mountain habitat. Conservation Easements Nos. 2 and 3 conserve productive agricultural land, a diminishing resource in the area. The continuance of the working agricultural component of the Property also preserves the cultural heritage of the area. In the event that the lands reserved by the Owners are developed as a trail system, local residents may be granted permission to enter the property and enjoy trails that weave through sagebrush shrublands, mature Pinyon pine-juniper woodlands and open agricultural fields.

**Ecological and Wildlife Values:** The Colorado Department of Wildlife (DOW) has identified lands contained within the conservation boundaries as mule deer winter range, winter concentration area, severe winter range and critical habitat (see WRIS data, Maps 11 and 12). The conservation easements also lie within elk winter range and elk severe winter range (Map-10).

The adjacent 4,000 acre Crystal River Ranch property, which is contiguous to Conservation Easement No.1 along its southern and eastern boundaries, extends the habitat value of the property. The contiguous Crystal River Ranch lands to the east provide an uninterrupted connection to the Roaring Fork River Valley. To the west, Conservation Easement No.1 borders Farynhill Ranch, private lands restricted by a Deed of Conservation Easement held by the Aspen Valley Land Trust. The western and southern boundaries of the Farynhill Ranch are contiguous to BLM lands. The greater Dry Park Property also provides connections to adjacent BLM property to the northeast.

Other mammals that generally live in the pinyon pine-juniper woodlands include badgers, long-legged bats, bobcats, marmots, coyote, grey fox, kit fox, ground squirrels, chipmunks, jackrabbits, mountain lions, and porcupines (Maps 13, 14 and 15). Several large holes were observed in the ground near rock formations on the hillsides, indicating the presence of burrowing or den dwelling species such as porcupine, fox and badger. The pinyon pine-juniper forest also supports many species of birds, some of which breed exclusively in these ecosystems including the gray flycatcher (*Empidonax wrightii*) the pinyon jay (*Gymnorhinus cyanocephalus*) the plain titmouse (*Parus inornatus*), and the black throated gray warbler (*Dendroica nigrescens*). Exhibit D lists the animal species that may be found in the pinyon pine-juniper woodlands and the sagebrush shrublands on the Property.

**Agricultural Values:** The agricultural fields that constitute Conservation Easements Nos.2 and 3 will remain under irrigation and in production. In the Roaring Fork Valley, the threat posed by development to land that has historically been used for agricultural purposes is tremendous. The hay harvested from these fields will become more valuable to local livestock owners as farmland in the area is subdivided for housing developments. The continuance of the working agricultural component of the Property also preserves the cultural heritage of the area.

**Scenic/Open Space Values:** The Property is highly visible from vehicles traveling through the area along Dry Park Road. The portion of Conservation Easement No.1 located on the west side of Dry Park Road is composed of a steep hillside that is part of the Grand Hogback formation. The formation rises abruptly from the valley floor, creating a dramatic backdrop to the surrounding area. The conservation of a great portion of this land provides locals and visitors with an untarnished view of the hogback. To the east of Dry Park Road the land drops away, providing panoramas of the surrounding land that stretch for miles. By preserving the central ridge, and the agricultural pastures in the center of the site, varied vistas from the road are also preserved. Passing motorists will also be delighted by views of the working agricultural fields, soon to be a rarity in this area. The conserved land also preserves unique views of Mt. Sopris, the preeminent local landmark.

**Recreational Values:** Local residents of the surrounding subdivisions who use Dry Park Road for recreation (walking, jogging, bicycling, etc.) will retain the benefit of the views they have into the Property. In the event that the lands reserved by the Owners are developed as a trail system, local residents may be granted



636016 09/08/2003 12:45P B1516 P113 M ALSDORF  
34 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

permission to enter the property and enjoy trails that weave through sagebrush shrublands, mature Pinyon pine-juniper woodlands and open agricultural fields.

**Historic, Cultural or Archeological Values:** The continuance of the working agricultural component of the site will preserve a key aspect of the cultural heritage of the property and the surrounding area. The pasture grass fields will remain in production and will be flood irrigated from the historic Atkinson ditch, which was built in the early 1880's and crosses the property in several locations. By maintaining segments of the Atkinson ditch, the community will preserve a distinct and unique connection to the agricultural heritage of the property. There are no known archeological sites on the property.

# EXHIBIT A: Preliminary Survey of Conservation Easement Boundaries

## PRELIMINARY PLAN OF: DRY PARK PROPERTIES - CONSERVATION EASEMENT

A PARCEL OF LAND SITUATED IN PORTIONS OF SECTION 10, 11 & 15  
 TOWNSHIP 7 SOUTH, RANGE 89 WEST OF THE 6th PRINCIPAL MERIDIAN  
 COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 1 OF 1

**CONSERVATION EASEMENT No. 1**

A parcel of land situated in Lot 7, the SW/2 and the NW/4 of Section 10, the SW/4 SW/4 of Section 11 and the N/2 NE/4 of Section 15 of Township 7 South, Range 89 West of the 6th Principal Meridian, said parcel of land being more particularly described as follows: Beginning at a point, whence the horizontal side parcel of land being more particularly described as follows: Beginning at the South One-Quarter corner of said Section 10, a place found in place: thence S89°46'20"W, along the westerly line of said Section 10 a distance of 1,100.84 feet; thence leaving said westerly line and along the westerly line of said Lot 7, N40°32'29"W, a distance of 1,003.89 feet; thence leaving said westerly line of Lot 7, S68°27'31"W, a distance of 193.47 feet; thence S60°23'07"W, a distance of 1783.44 feet; thence N60°32'14"W, a distance of 729.09 feet; thence S34°23'31"E, a distance of 421.85 feet; thence S34°20'18"E, a distance of 474.80 feet; thence S39°07'01"E, a distance of 379.81 feet; thence S58°50'34"E, a distance of 200.86 feet; thence S39°27'18"E, a distance of 208.00 feet; thence S18°17'02"W, a distance of 28.80 feet; thence a distance of 42.40 feet along the arc of curve to the left having a radius of 50.00 feet and a central angle of 48°55'45" (chord bears S06°03'07"E, 41.14 feet); thence S30°18'35"E, a distance of 104.38 feet; thence N6°49'10"E, a distance of 30.00 feet; thence S30°10'07"E, a distance of 71.36 feet; thence N66°22'20"E, a distance of 501.29 feet; thence N89°49'18"E, a distance of 81.00 feet; thence S20°10'44"E, a distance of 31.04 feet; thence continue southerly along said line, a distance of 18.15 feet; thence a distance of 0.36 feet along the arc of a non-tangent curve to the right having a radius of 1,210.74 feet and a central angle of 0°17'14" (chord bears S19°46'59"E, 0.36 feet); thence S19°46'59"E, a distance of 18.45 feet; thence a distance of 33.04 feet along the arc of curve to the left having a radius of 1,000.84 feet and a central angle of 1°21'01" (chord bears S23°57'31"E, 344.37 feet); thence S33°08'27"E, a distance of 758.25 feet; thence a distance of 51.50 feet along the arc of curve to the right having a radius of 810.07 feet and a central angle of 0°37'17" (chord bears S30°18'35"E, 51.49 feet); thence S28°30'49"E, a distance of 89.80 feet; thence a distance of 24.55 feet along the arc of a non-tangent curve to the left having a radius of 608.80 feet and a central angle of 0°10'00" (chord bears S28°40'06"E, 24.53 feet); thence S28°28'24"E, a distance of 364.06 feet; thence N88°30'51"E, a distance of 378.55 feet; thence N23°32'30"W, a distance of 337.88 feet; thence N37°00'17"E, a distance of 524.84 feet; thence N41°01'14"W, a distance of 202.96 feet; thence N45°29'03"W, a distance of 233.03 feet; thence N37°42'09"W, a distance of 282.47 feet; thence E71°34'56"W, a distance of 188.45 feet; thence N18°19'40"W, a distance of 193.18 feet; thence a distance of 86.41 feet along the arc of curve to the right having a radius of 58.00 feet and a central angle of 10°23'54" (chord bears N31°46'11"E, 84.53 feet); thence N81°59'07"E, a distance of 87.54 feet; thence a distance of 48.82 feet along the arc of curve to the right having a radius of 53.00 feet and a central angle of 48°52'41" (chord bears S23°34'32"E, 45.31 feet); thence S47°00'12"E, a distance of 336.87 feet; thence a distance of 108.50 feet along the arc of curve to the left having a radius of 125.00 feet and a central angle of 72°40'28" (chord bears S48°28'30"E, 148.14 feet); thence S43°27'57"E, a distance of 283.23 feet; thence N74°42'18"E, a distance of 30.97 feet to a point on the westerly line of said Section 10; thence along said westerly line of Section 10, S20°12'20"E, a distance of 783.14 feet; thence leaving said westerly line of Section 10, N89°39'54"E, a distance of 1,327.31 feet to a point on the westerly line of said SW/4 SW/4 of Section 11; thence along said westerly line of the SW/4 SW/4, S00°04'28"E, a distance of 1,531.22 feet; thence leaving said westerly line of the SW/4 SW/4, S89°29'29"W, a distance of 1,233.14 feet to the Southeast Corner of Section 10, a found Garfield County Surveyor brass cap; thence along the westerly line of said Section 11, S08°27'22"E, a distance of 1,353.71 feet to a point on the westerly line of the N/2 NE/4 of said Section 15; thence along said westerly line of the N/2 NE/4, S87°56'44"W, a distance of 2,814.40 feet to the westerly line of the N/2 NW/4 of said Section 15; thence along said westerly line of said N/2 NW/4 of Section 15, N00°37'31"W, a distance of 1,333.00 feet to the point of beginning. Said parcel of land containing 276.607 Acres, more or less.

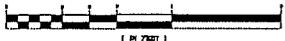
**CONSERVATION EASEMENTS AREA SUMMARY**

LOT #	RECORDED REF. #	CONSERVATION EASEMENT #	AREA OF EASEMENT	AREA AND SLOPE*
1	841188	1	8,138 Acres	0.000 Acres
2	841188	2	8,138 Acres	0.000 Acres
3	467187	1	32,187 Acres	0.000 Acres
4	467187	1	32,187 Acres	0.000 Acres
5	467187	1	17,285 Acres	0.000 Acres
6	487185	1	0,147 Acres	0.000 Acres
7	841188	2	9,518 Acres	0.000 Acres
8	841188	2	7,723 Acres	0.000 Acres
9	841187	1	17,284 Acres	0.000 Acres
10	487185	1	22,770 Acres	22,770 Acres
11	467187	1	21,791 Acres	21,791 Acres
12	467187	1	26,500 Acres	18,810 Acres
13	487185	1	42,838 Acres	37,248 Acres
14	487188	1	36,400 Acres	28,490 Acres
15	487187	1	37,891 Acres	37,089 Acres

**LAND USE SUMMARY**

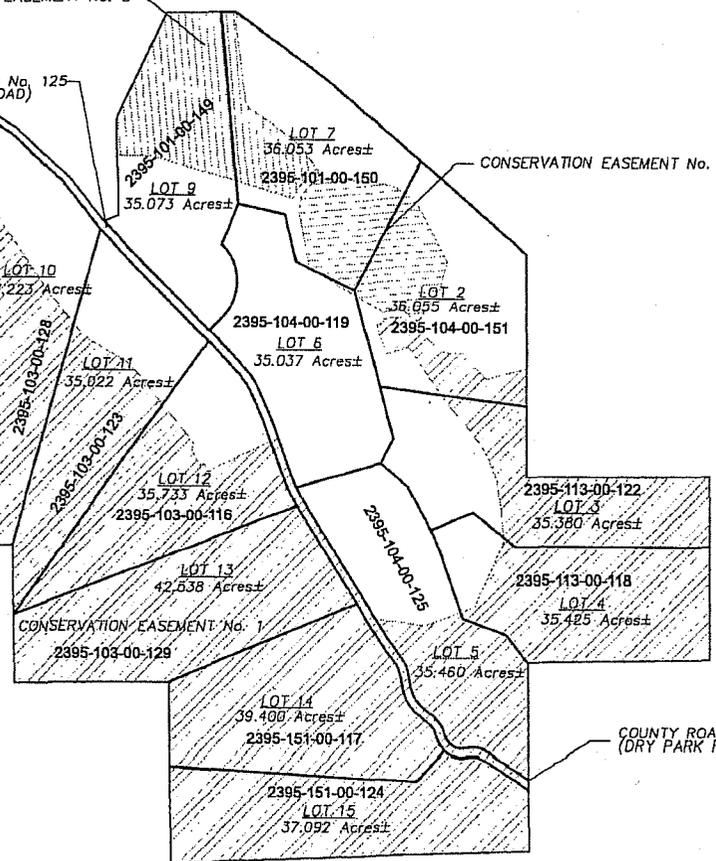
DESCRIPTION	AREA
LOT AREA (S&D And Private)	670,491 Acres
COUNTY ROAD No. 125	8,778 Acres
UTPL BOUNDARY & BOUNDARY	484,247 Acres
CONSERVATION EASEMENT No. 1	370,894 Acres
CONSERVATION EASEMENT No. 2	17,792 Acres
CONSERVATION EASEMENT No. 3	23,883 Acres
REST CONSERVATION EASEMENTS	233,281 Acres

**GRAPHIC SCALE**



**CONSERVATION EASEMENT No. 3**

COUNTY ROAD No. 125  
 (DRY PARK ROAD)



**CONSERVATION EASEMENT No. 2**

A Parcel of land situated in the E1/2 of Section 10, Township 7 South, Range 89 West of the 6th Principal Meridian, said parcel being more particularly described as follows: Beginning at a point, whence the horizontal corner of said Section 10, a Garfield County Surveyor brass cap bears N14°22'06"E, a distance of 3018.38 feet; thence N48°08'12"W, a distance of 90.86 feet; thence a distance of 89.31 feet along the arc of curve to the left having a radius of 102.00 feet and a central angle of 4°22'41" (chord bears N12°24'33"W, 89.88 feet); thence S81°50'07"W, a distance of 87.54 feet; thence N59°19'30"W, a distance of 327.51 feet; thence N64°12'17"E, a distance of 309.80 feet; thence a distance of 44.39 feet along the arc of a non-tangent curve to the left having a radius of 525.00 feet and a central angle of 04°50'40" (chord bears N68°31'47"W, 44.38 feet); thence N10°57'01"W, a distance of 131.31 feet; thence a distance of 172.08 feet along the arc of curve to the right having a radius of 225.00 feet and a central angle of 107°39'34" (chord bears N42°47'19"E, 382.85 feet); thence S82°28'22"E, a distance of 352.04 feet; thence a distance of 365.74 feet along the arc of curve to the right having a radius of 375.00 feet and a central angle of 56°20'14" (chord bears S30°18'35"E, 356.07 feet); thence S27°10'26"E, a distance of 384.87 feet; thence a distance of 37.89 feet along the arc of curve to the left having a radius of 225.00 feet and a central angle of 0°10'00" (chord bears S21°38'54"E, 37.85 feet); thence S14°42'28"W, a distance of 215.33 feet; thence S34°09'04"W, a distance of 275.28 feet to the point of beginning. Said parcel of land containing 17,791 acres, more or less.

**CONSERVATION EASEMENT No. 3**

A parcel of land situated in the N/2 of Section 10, Township 7 South, Range 89 West of the 6th Principal Meridian, said parcel of land being more particularly described as follows: Beginning at a point, whence the Northeast Corner of said Section 10, a Garfield County Surveyor brass cap found in place, bears N 75°29'00"E, a distance of 2808.41 feet; thence N88°49'18"E, a distance of 499.83 feet; thence S54°00'33"E, a distance of 161.44 feet; thence a distance of 39.37 feet along the arc of a non-tangent curve to the left, having a radius of 85.00 feet and a central angle of 34°42'27" (chord bears S10°44'46"W, 39.76 feet); thence a distance of 10.47 feet along the arc of a reverse curve to the right, having a radius of 10.00 feet and a central angle of 40°00'00" (chord S22°43'32"W, 10.00 feet); thence a distance of 10.47 feet along the arc of a reverse curve to the left, having a radius of 10.00 feet and a central angle of 80°00'00" (chord S22°43'32"W, 10.00 feet); thence S07°16'28"E, a distance of 580.59 feet; thence a distance of 62.57 feet along the arc of curve to the left having a radius of 75.00 feet and a central angle of 47°48'01" (chord bears S31°10'22"E, 60.77 feet); thence S45°04'29"E, a distance of 357.83 feet; thence a distance of 46.61 feet along the arc of curve to the right having a radius of 175.00 feet and a central angle of 151°10'40" (chord bears S47°20'39"E, 46.41 feet); thence S78°46'49"E, a distance of 232.70 feet; thence a distance of 21.71 feet along the arc of curve to the right having a radius of 75.00 feet and a central angle of 21°10'12" (chord bears S28°13'43"E, 27.55 feet); thence a distance of 30.72 feet along the arc of a compound curve to the right having a radius of 20.00 feet and a central angle of 87°29'27" (chord bears S23°21'19"W, 27.76 feet); thence a distance of 208.50 feet along the arc of a reverse curve to the left having a radius of 275.00 feet and a central angle of 53°26'29" (chord S42°36'01"W, 247.30 feet); thence N 71°29'15"W, a distance of 231.88 feet; thence continue westerly along said line, a distance of 241.24 feet; thence continue westerly along said line, a distance of 202.35 feet; thence continue westerly along said line, a distance of 243.70 feet; thence West, a distance of 245.23 feet; thence N01°04'51"W, a distance of 294.80 feet; thence N22°28'37"E, a distance of 833.87 feet to the point of beginning. Said parcel of land containing 24,895 acres, more or less.

**NOTES**

- 1) CONSERVATION EASEMENT No. 1 MAY BE SUBJECT TO THE FOLLOWING EASEMENTS:
  - a) EASEMENT FOR COUNTY ROAD No. 125 (DRY PARK ROAD)
  - b) EASEMENT FOR WATER TANK AND ACCESS ROAD
  - c) EASEMENT FOR PEDESTRIAN TRAILS
  - d) EASEMENT FOR OVERHEAD ELECTRIC LINE
- 2) CONSERVATION EASEMENT No. 2 MAY BE SUBJECT TO THE FOLLOWING EASEMENTS:
  - a) EASEMENT FOR DRAINAGE PURPOSES
  - b) EASEMENT FOR OVERHEAD ELECTRIC LINE
- 3) CONSERVATION EASEMENT No. 3 MAY BE SUBJECT TO THE FOLLOWING EASEMENTS:
  - a) EASEMENT FOR DRAINAGE PURPOSES
  - b) EASEMENT FOR UTILITY AND SANITARY SEWER

EXHIBIT B:  
Property Owners Adjoining or  
Within 250 Feet of the Dry Park Properties

1.	Richard & Joan Miller	466 Springridge Drive	Glenwood Springs	CO	81601
2.	David & Barbara Doucette	392 Springridge Drive	Glenwood Springs	CO	81601
3.	James & Brenda Zegarski	234 Springridge Drive	Glenwood Springs	CO	81601
4.	Ilene Heila Harris	22634 Brookdale Street	Farmington	MI	48336
5.	Pamela Moran	3303 Olive Grove Place	Thousand Oaks	CA	91362
6.	Bruce & Katrina Wampler	521 Springridge Drive	Glenwood Springs	CO	81601
7.	Steven & Janel Triebel	43 Ranch Lane	Glenwood Springs	CO	81601
8.	Stephen & Susan Stonehouse	10 County Road 125	Glenwood Springs	CO	81601
9.	Russ & Diane Coletti	5744 County Road 117	Glenwood Springs	CO	81601
10.	William Pinkham	1565 County Road 125	Glenwood Springs	CO	81601
11.	BLM	PO Box 1009	Glenwood Springs	CO	81602
12.	Randell & Jean Smith	PO Box 986	Glenwood Springs	CO	81602
13.	Sue Rogers-Crystal River Ranch	555 17 <sup>th</sup> Street, #2400	Denver	CO	80202
14.	May Duncan	648 Surrey Road	Carbondale	CO	81623
15.	David and Barbara Duncan	39 Springridge Road	Glenwood Springs	CO	81601
16.	Timothy & Lynette Danner	0061 Springridge Road	Glenwood Springs	CO	81601



636016 09/08/2003 12:45P B1516 P116 M ALSDORF  
37 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

## EXHIBIT C: Plant Communities

### Transitional Zone – indigenous plant communities

The following species occur to some degree in all vegetative ecotype communities within the Property with the exception of the pasture grassland/hay meadows. Plant ecotypes include Gambel oak, Mountain mahogany, Big Sage and Pinyon-Juniper (*Please refer to the notes below regarding the dominant species relative to the various ecotypes*).

#### Shrubs

Utah Serviceberry	<i>Amelanchier utahensis</i>
Big sage	<i>Artemisia tridentata tridentata</i>
Mountain sage	<i>Artemisia tridentata vaseyana</i>
Four-winged saltbush	<i>Atriplex canescens</i>
Mountain mahogany	<i>Cercarpus montanus</i>
Rubber rabbitbrush	<i>Chrysothamnus nauseosus</i>
Green rabbitbrush	<i>Chrysothamnus viscidiflorus</i>
Winterfat	<i>Krascheninnikovia lanata</i>
Antelope bitterbrush	<i>Purshia tridentata</i>
Gambel oak	<i>Quercus gambelii</i>
Woods Rose	<i>Rosa woodsii</i>
Snowberry	<i>Symphoricarpos oreophilus</i>

#### Trees

Rocky Mountain juniper	<i>Juniperus osteosperma</i>
Utah juniper	<i>Juniperus utahensis</i>
Pinyon Pine	<i>Pinus edulis</i>

#### Grasses

Indian ricegrass	<i>Achnatherum hymenoides</i>
Crested wheatgrass	<i>Agropyron cristatum</i> *
Cheatgrass	<i>Bromus tectorum</i> *
Squirreltail	<i>Elymus elymoides</i>
Streambank wheatgrass	<i>Elymus lanceolatus</i> ssp. lanceolatus
Slender wheatgrass	<i>Elymus trachycaulus</i> ssp. trachycaulus
Needle and Thread grass	<i>Hesperostipa comata</i>
Prairie junegrass	<i>Koeleria cristata</i>
Sandberg's bluegrass	<i>Poa sandbergii</i>
Bluebunch wheatgrass	<i>Pseudoroegneria spicata spicata</i>
Western wheatgrass	<i>Pascopyrum smithii</i>

#### Forbs

Fringed sage	<i>Artemisia frigida</i>
Prairie sage	<i>Artemisia ludoviciana</i>
Arrowleaf balsamroot	<i>Balsamorhiza sagittata</i>
Hairy golden-aster	<i>Chrysopsis villosa</i>
Sulfur buckwheat	<i>Eriogonum umbellatum</i>
Creeping Oregon grape	<i>Mahonia repens</i>
Prickly pear cactus	<i>Opuntia</i> spp.
Beardtongue	<i>Penstemon</i> spp.
Scarlet globemallow	<i>Sphaeralcea coccinea</i>
Purple aster	<i>Machaeranthera</i> spp.

\* denotes non-native species

Ecotypes within the Conservation Easements on the Dry Park Property

Transitional Zone

Mountain shrub plant community

- Gambel oak ecotype (Gambel oak/*Quercus gambelii* – dominant)
- Mountain mahogany ecotype (Mountain mahogany/*Cercocarpus montanus*- dominant)
- Big Sage ecotype (Big sage/*Artemisia tridentata tridentata*, Mountain sage/ *Artemisia tridentata vaseyana* - dominant)

Pinyon-Juniper plant community

- Pinyon Pine – Juniper ecotype (Pinyon pine/*Pinus edulis*, Utah Juniper/*Juniperus utahensis* - dominant)

**Pasture grassland/hay meadow plant community**

Pasture grasslands on the Western slope and specifically of the Dry Park Property is not a natural plant community made up of locally native plant species. This plant community represents land developed for agricultural purposes and is dominated by non-native plant species.

*Grasses*

Crested wheatgrass	<i>Agropyron cristatum*</i>
Smooth brome	<i>Bromus inermis*</i>
Orchard grass	<i>Dactylis glomerata*</i>
Tall wheatgrass	<i>Elytrigia elongata*</i>
Altai wildrye	<i>Leymus angustus*</i>
Streambank wheatgrass	<i>Elymus lanceolatus ssp. lanceolatus</i>
Intermediate wheatgrass	<i>Thinopyrum intermedium*</i>

*Forbs*

Alfalfa\*

\*non-native species

*Weed species*

Plumeless Thistle	<i>Carduus acanthoides</i>
Canada thistle	<i>Cirsium arvense</i>
Houndstongue	<i>Cynoglossum officinale</i>
Kochia	<i>Kochia scoparia</i>
Scotch thistle	<i>Onoipordum acanthium</i>
Annual Mustards	
Dandelion	

Weed species observed were primarily found in the pasture areas. The weed population observed was minor at the time of the field visits, but will require effective integrated weed management.

## EXHIBIT D: Typical Animal Inhabitants

The animals listed below are typically found in the ecotones that comprise the transition between Pinyon-Juniper woodlands and Sagebrush shrublands. This ecotone is the predominant vegetative ecosystem found on the Property, with the exception of the irrigated hay meadows (see Exhibit C: Plant Communities). Animals indicated with an asterisks (\*) are designated as "imperiled" in Garfield County by the Colorado Natural Heritage Program.

### Mammals:

Badger	<i>Taxidea taxus</i>
Bat,	
Brazilian free-tailed bat	<i>Tadarida brasiliensis</i>
Long-legged myotis	<i>Myotis volans</i>
Western small-footed myotis	<i>Myotis ciliolabrum</i>
Townsend's big-eared	<i>Plecotus townsendii</i>
Bobcat	<i>Felis rufus</i>
Chipmunk,	
Colorado	<i>Tamias quadrivittatus</i>
Hopi	<i>Tamias rufus</i>
Least	<i>Tamias minimus</i>
Cottontail,	
desert	<i>Sylvilagus audubonii</i>
Nuttall's	<i>Sylvilagus nuttallii</i>
Coyote	<i>Canis latrans</i>
Deer, mule	<i>Odocoileus hemionus</i>
Elk	<i>Cervus elaphus</i>
Fox,	
gray	<i>Urocyon cinereoargenteus</i>
kit*	<i>Vulpes macrotis</i>
Ground Squirrel, golden-mantled	<i>Semerophilus lateralis</i>
Jackrabbit,	
black-tailed	<i>Lepus californicus</i>
white-tailed	<i>Lepus townsendii</i>
Kangaroo Rat, Ord's	<i>Diopdpmys ordii</i>
Lion, mountain	<i>Felis concolor</i>
Marmot, yellow-bellied	<i>Marmota flaviventris</i>
Mouse,	
bush	<i>Peromyscus boylii</i>



636016 09/08/2003 12:45P B1516 P119 M ALSDORF  
 40 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

canyon	<i>Peromyscus crinitus</i>
deer	<i>Peromyscus maniculatus</i>
pinyon	<i>Peromyscus truei</i>
rock	<i>Peromyscus difficilis</i>
Porcupine	<i>Erethizon dorsatum</i>
Prairie Dog,	
Gunnison's	<i>Cynomys gunnisoni</i>
white-tailed*	<i>Cynomys leucurus</i>
Ringtail	<i>Bassariscus astutus</i>
Shrew,	
dwarf	<i>Sorex nanus</i>
Merriam's	<i>Sorex merriami</i>
Skunk,	
striped	<i>Spilogale mephitis</i>
western spotted	<i>Spilogale gracilis</i>
Squirrel, rock	<i>Spermophilus variegatus</i>
Weasel, long-tailed	<i>Mustela frenata</i>
Vole, long-tailed	<i>Microtus longicaudus</i>
Woodrat,	
bushy-tailed	<i>Neotoma cinerea</i>
desert	<i>Neotoma lepida</i>
mexican	<i>Neotoma mexicana</i>
white-throated	<i>Neotoma albigula</i>

**Birds:**

Bluebird, mountain	<i>Sialia currucoides</i>
Bunting,	
indigo	<i>Passerina cyanea</i>
lazuli	<i>Passerina amoena</i>
Bushtit	<i>Psaltriparus minimus</i>
Chickadee, mountain	<i>Parus gambelii</i>
Dove, mourning	<i>Zenaida macroura</i>
Eagle, golden	<i>Aquila chrysaetos</i>
Falcon, prairie	<i>Falco mexicanus</i>
Flycatcher,	
ash-throated	<i>Myiarchus cinerascens</i>
dusky	<i>Empidonax wrightii</i>
gray	<i>Empidonax wrightii</i>



636016 09/08/2003 12:45P B1516 P120 M ALSDORF  
41 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

Grosbeak, black-headed	<i>Pheucticus melanocephalus</i>
Gnatcatcher, blue-gray	<i>Polioptila caerulea</i>
Harrier, northern	<i>Circus cyaneus</i>
Hawk, red-tailed Swainson's	<i>Buteo jamaicensis</i> <i>Buteo swainsoni</i>
Jay, pinyon scrub Steller's	<i>Gymnorhinus cyanocephalus</i> <i>Aphelocoma coerulescens</i> <i>Cyanocitta stelleri</i>
Kestrel, American	<i>Falco sparverius</i>
Magpie, black-billed	<i>Pica pica</i>
Nighthawk, common	<i>Chordeiles minor</i>
Owl, great horned northern saw-whet	<i>Bubo virginianus</i> <i>Aegolius acadicus</i>
Poorwill, common	<i>Phalaenoptilus nuttallii</i>
Quail, Gambel's	<i>Callipepla squamata</i>
Roadrunner, greater	<i>Geococcyx californianus</i>
Sparrow, black-throated Brewer's chipping lark sage*	<i>Amphispiza bilineata</i> <i>Spizella breweri</i> <i>Spizella passerina</i> <i>Chondestes grammacus</i> <i>Amphispiza belli</i>
Thrasher, sage	<i>Oreoscoptes montanus</i>
Titmouse, plain	<i>Parus inornatus</i>
Towhee, canyon green-tailed rufous-sided	<i>Pipilo fuscus</i> <i>Pipilo chorurus</i> <i>Pipilo erythrophthalmus</i>
Turkey, wild	<i>Meleagris gallopavo</i>
Vireo, gray* solitary	<i>Vireo vicinior</i> <i>Vireo solitarius</i>
Warbler, black-throated	<i>Dendroica nigrescens</i>



636016 09/08/2003 12:45P B1516 P121 M ALSDORF  
 42 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

Virginia's	<i>Vermivora virginiae</i>
Woodpecker, downy	<i>Picoides pubescens</i>
Wren, Brewick's	<i>Thryomanes bewickii</i>

**Reptiles and Amphibians:**

Bullsnake	<i>Pituophis melanoleucus sayi</i>
-----------	------------------------------------

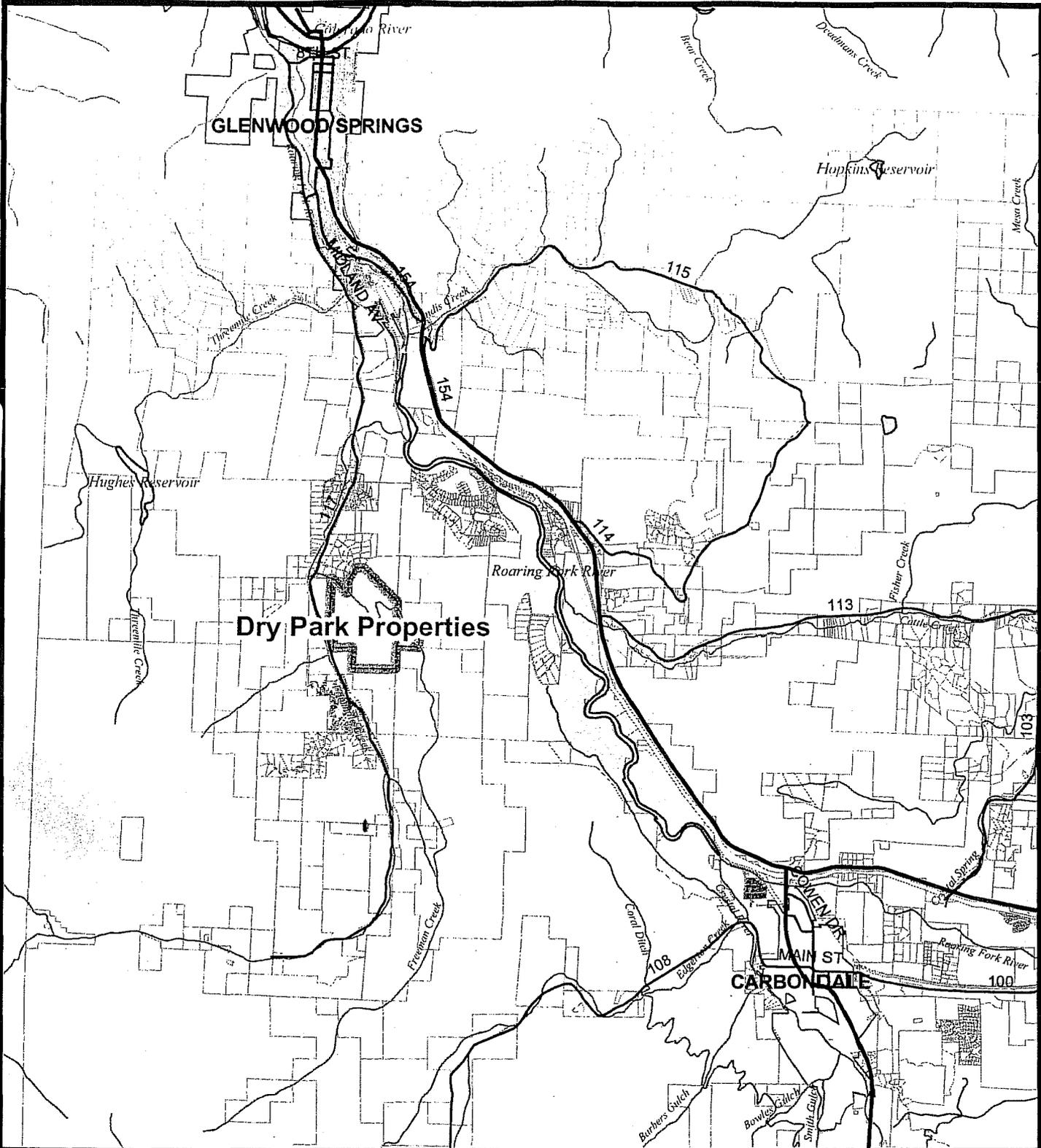
Lizard,	
collared	<i>Crotaphytus collaris</i>
eastern fence	<i>Sceloporus undulatus</i>
northern side-blotched	<i>Uta stansburiana</i>
northern tree*	<i>Urosaurus ornatus</i>
sagebrush	<i>Sceloporus graciosus</i>
short-horned	<i>Phrynosoma douglassii</i>
western whiptail	<i>Chenidophorus tigris</i>

Rattlesnake,	
midget faded rattlesnake*	<i>Crotalus viridis concolor</i>
western	<i>Crotalus viridis</i>

Snake, Great Basin gopher	<i>Pituophis melanoleucus deserticola</i>
---------------------------	---

Whipsnake, striped	<i>Masticophis taeniatus</i>
--------------------	------------------------------

636016 09/08/2003 -2:45P B1516 P122 M ALSDFR  
43 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

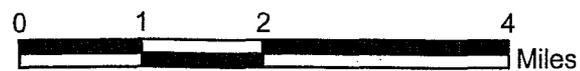


# Map 1 Site Location

1:100,000

## Legend

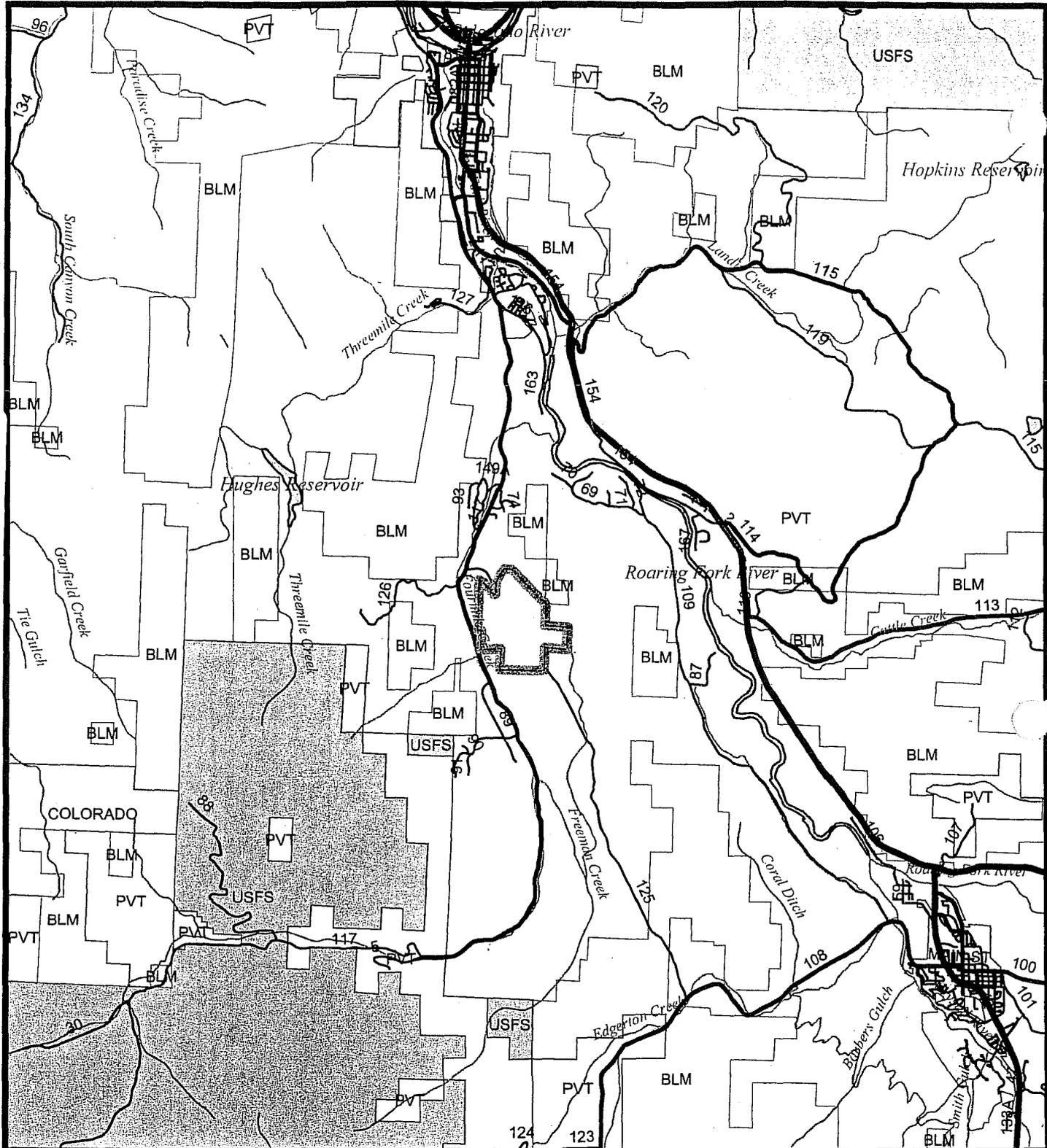
 Dry Park Properties



Data from CDOT  
and Garfield County.



636016 09/08/2003 12:45P B1516 P123 M ALSDFR  
 44 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



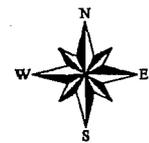
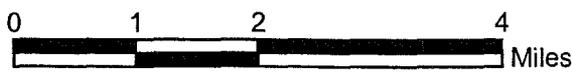
- Legend**
- Private
  - State
  - Division of Wildlife
  - BLM
  - USFS
  - Dry Park Properties
  - Local Roads
  - Collector Roads
  - Highways

## Map 2

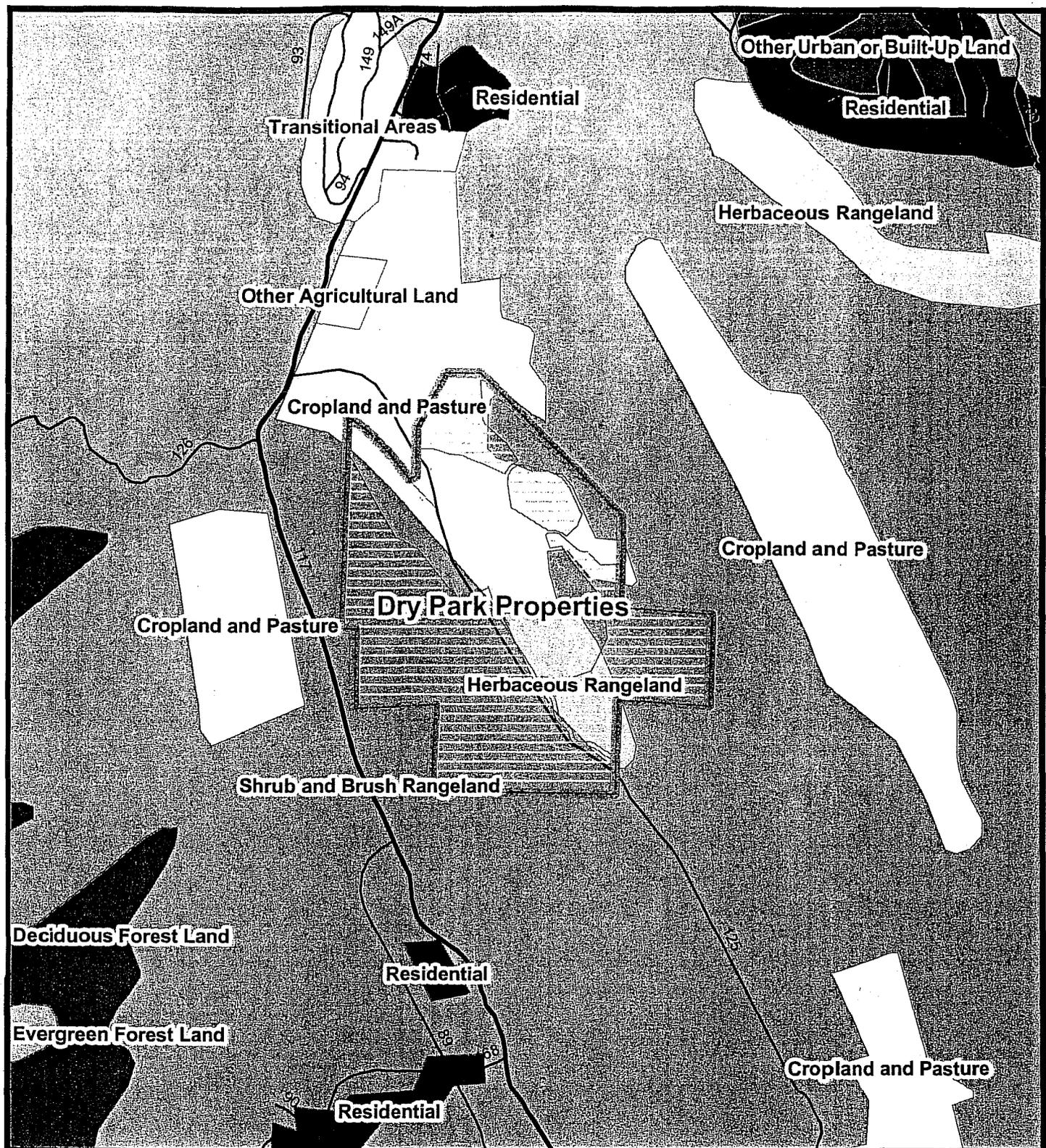
# Area Land Ownership/ Management

1:100,000

Data from CDOT,  
and Garfield County



636016 09/08/2003 12:45P B1516 P124 M ALSDORF  
45 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

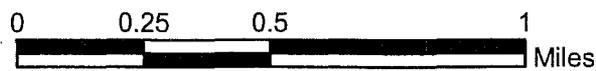


# Map 3 Land Use and Land Cover

## Legend

-  Dry Park Properties
-  Conservation Easement
-  Local Roads
-  Collector Roads

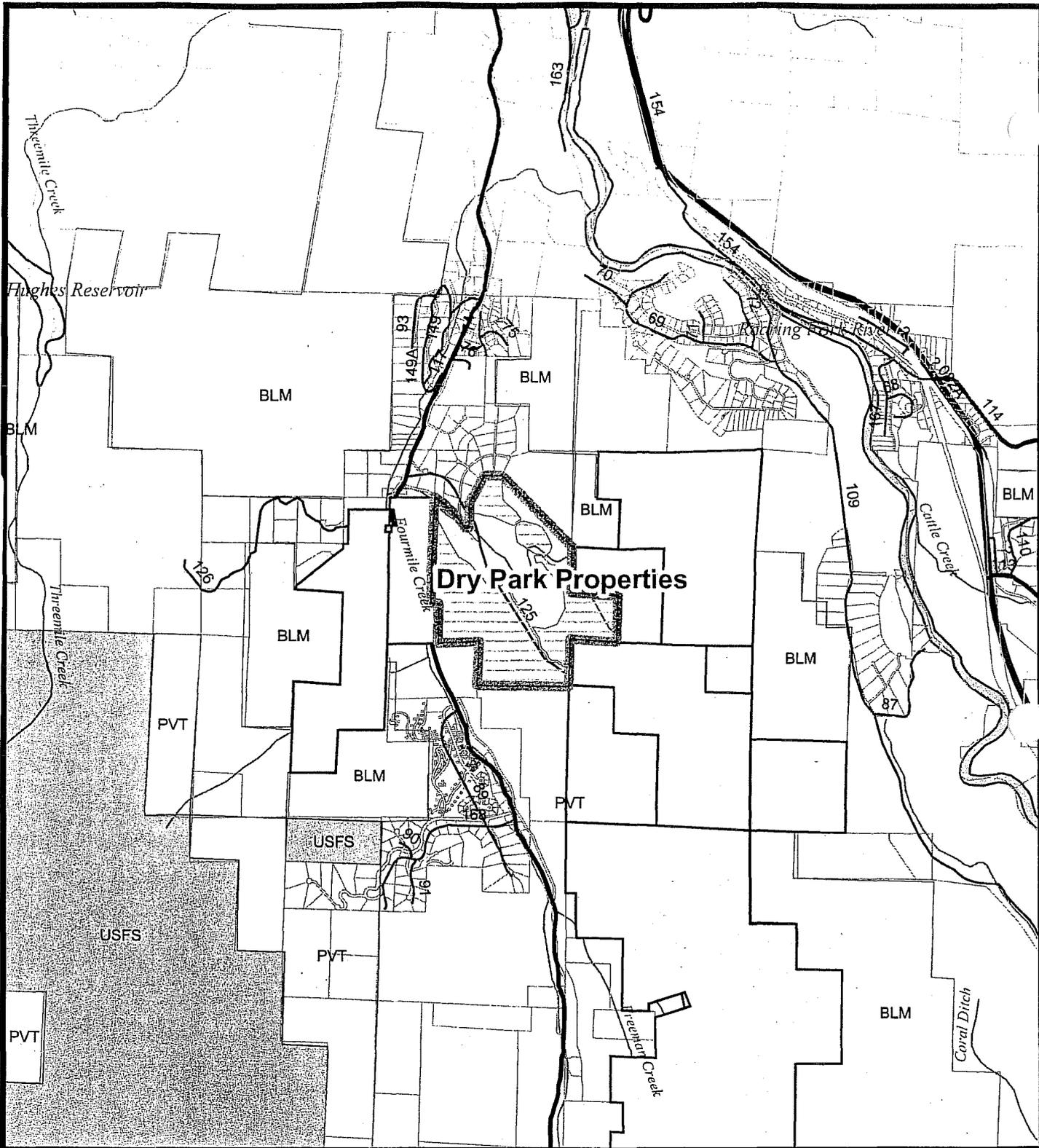
1:24,000



Data from NDIS, CDOT, and Garfield County.



636016 09/08/2003 12:45P B1516 P125 M ALSDF  
 46 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



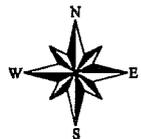
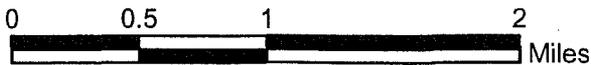
# Map 4 Adjacent Conservation Easements

1:48,000

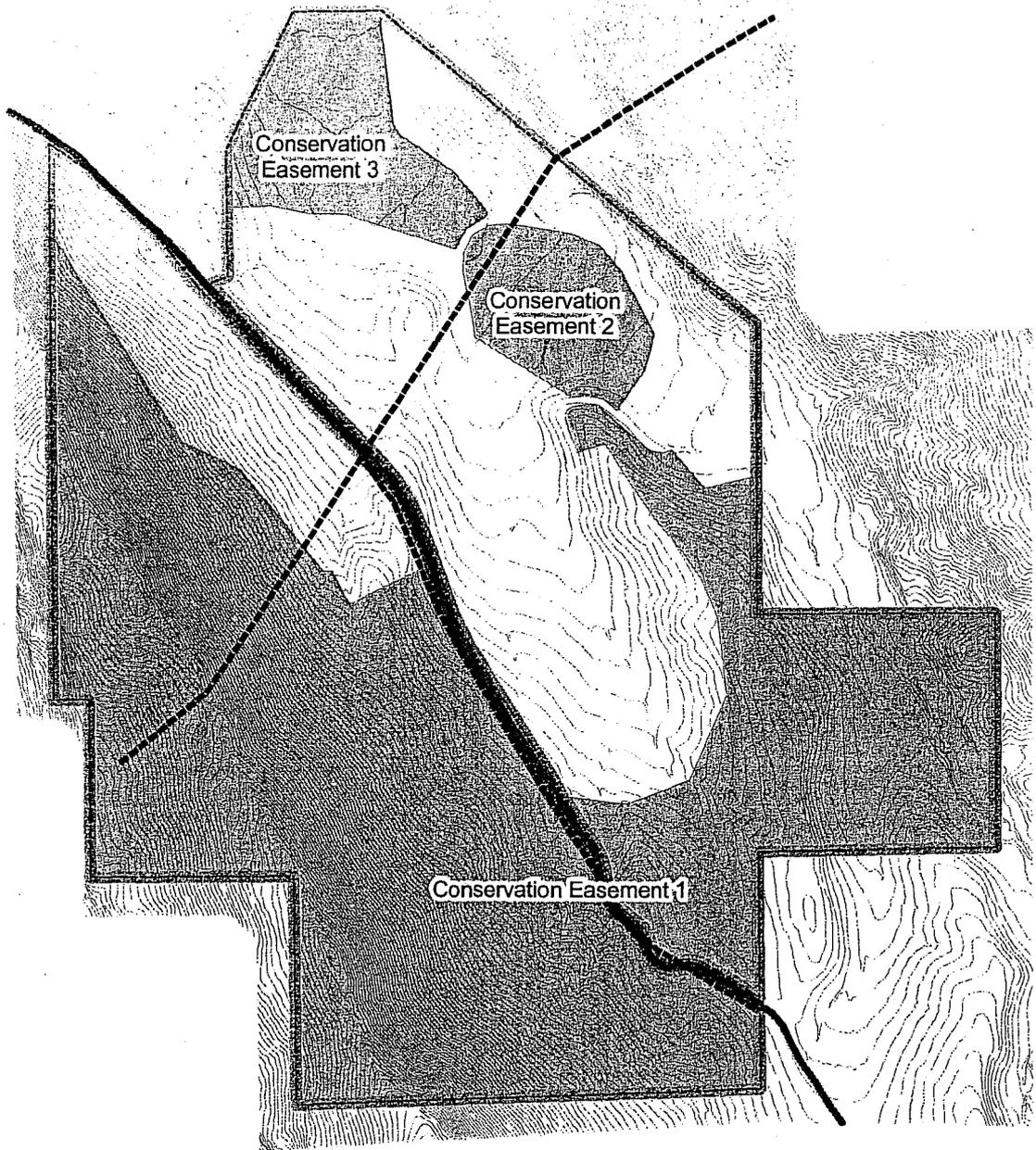
Data from CDOT,  
 and Garfield Cour

### Legend

-  Dry Park Properties
-  Conservation Easement
-  Conservation Easement
-  Private
-  BLM
-  USFS



Property Total Area = 484 ac.  
Open Space = 309 ac.



636016 09/08/2003 12:45 P126 M ALS DORF  
47 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

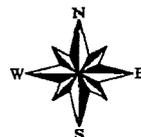
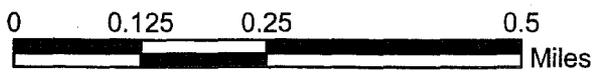
# Map 5 Conservation Easements

1:12,000

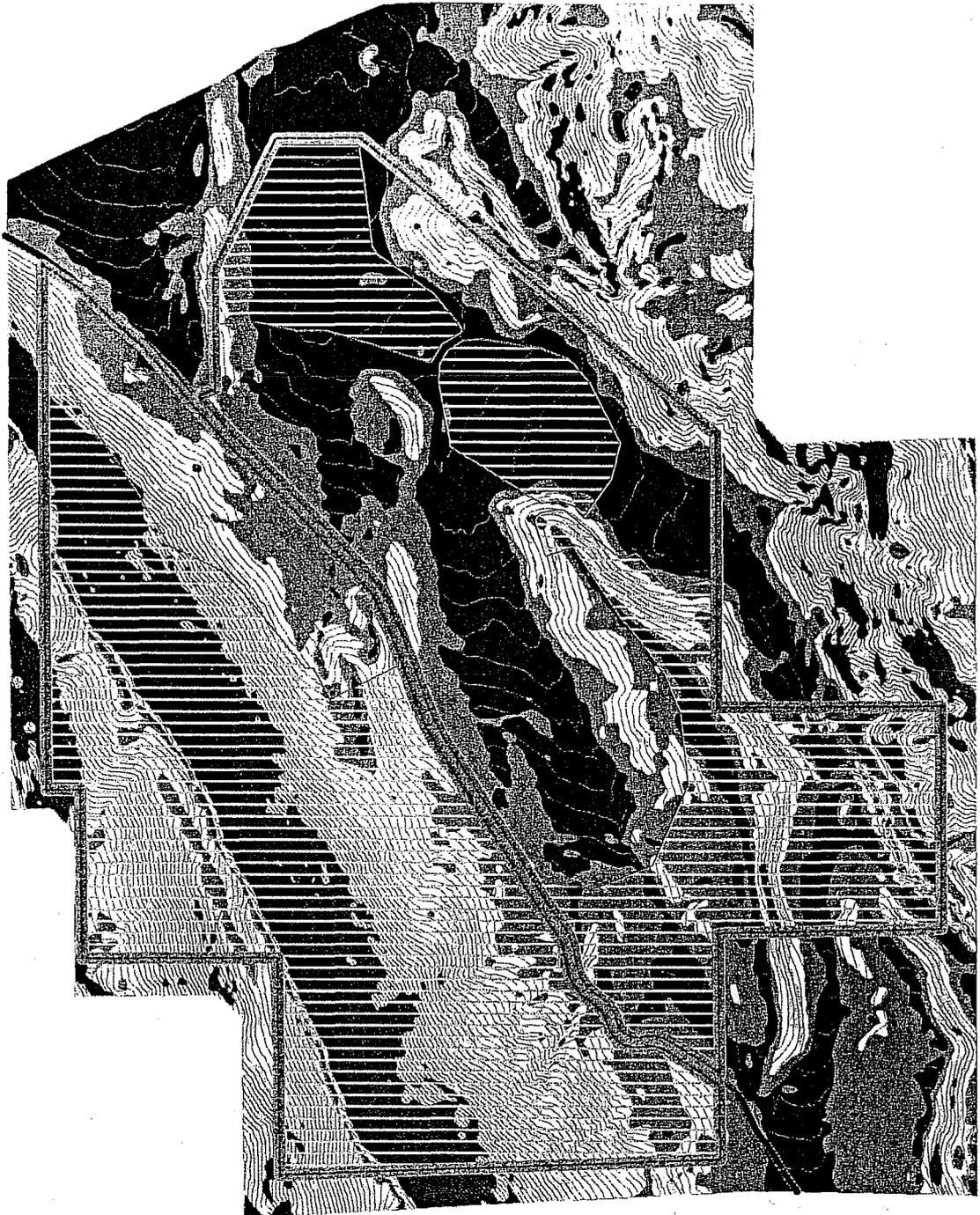
Data from CDOT,  
Garfield County,  
and USGS.

## Legend

-  Dry Park Properties
-  Conservation Easement
-  Powerline



636016 09/08/2003 12:45P B1516 P127 M ALSDORF  
48 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



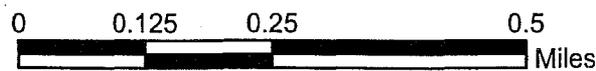
**Legend**

-  Dry Park Properties
-  Conservation Easement

- Slope**
-  0 - 10%
  -  10 - 20%
  -  20 - 30%
  -  30 - 50%
  -  50 - 100%

**Map 6**  
**Slope Analysis**

1:12,000

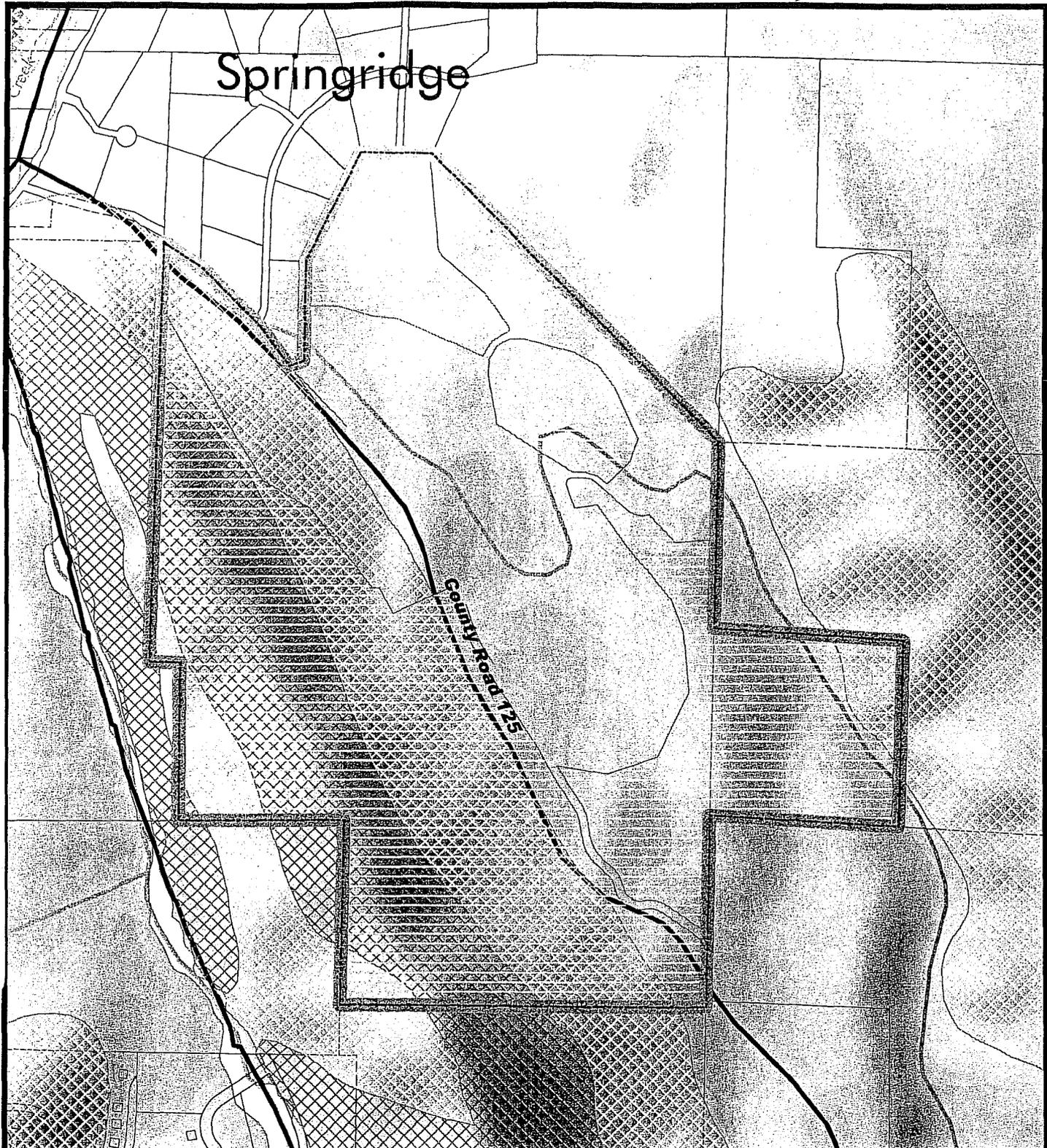


Data from CDOT,  
Garfield County,  
and USGS.



# Springridge

636016 09/08/2003 12:43 P B1516 P128 M ALSDORF  
49 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



## Legend

-  Dry Park Properties
-  Conserv. Easement

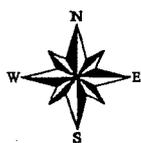
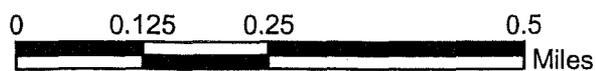
## Slope Hazard

-  MAJOR
-  MODERATE
-  Streams
-  100-yr Floodplain

## Map 7

# Slope and Flood Hazard

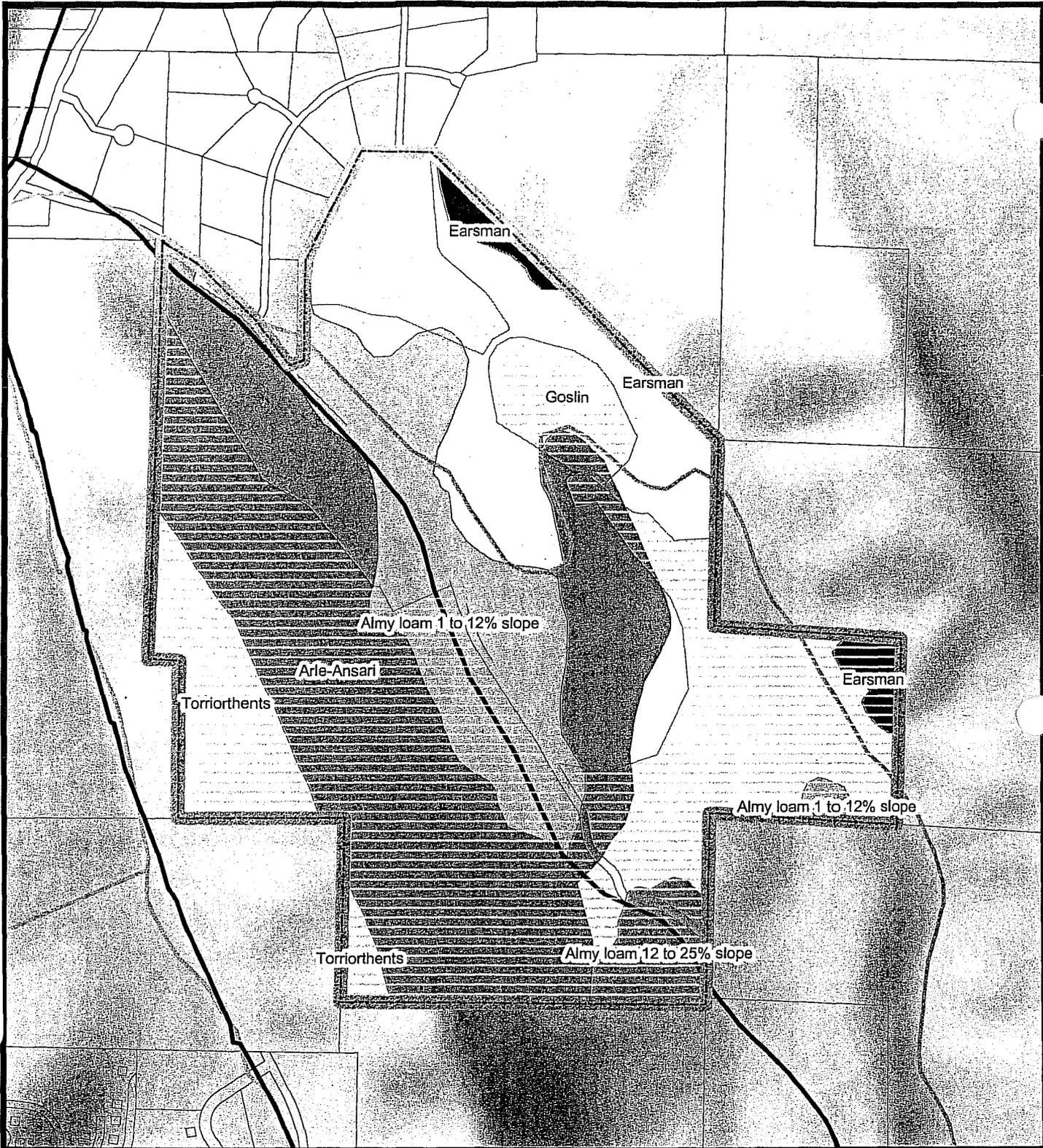
1:12,000



Data from  
Garfield County,  
and USGS.



636016 09/08/2003 12:45P B1516 P129 M ALSDORF  
50 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



**Legend**

- Dry Park Properties
- Conservation Easement

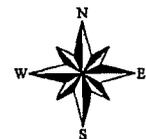
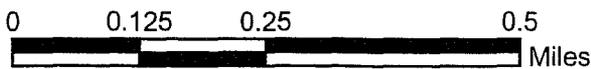
**Soil Types**

- Almy loam 1 to 12% slope
- Almy loam 12 to 25% slope
- Arle-Ansari
- Earsman
- Goslin
- Torriorthents

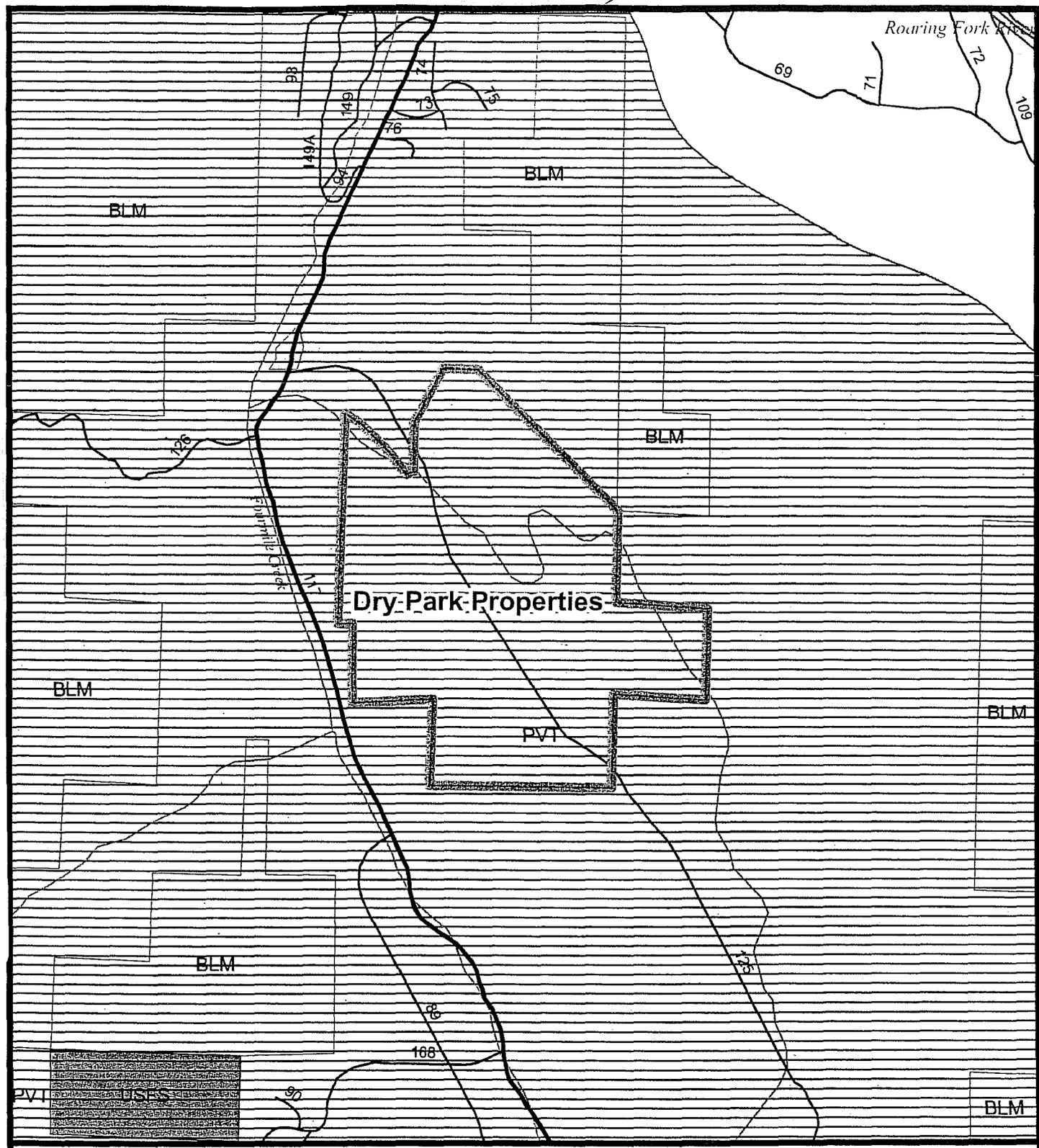
**Map 8**  
**Soil Types**

1:12,000

Data from Garfield County,  
SCS, and USGS.



636016 09/08/2003 12.45P B1516 P130 M ALSDORF  
51 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



# Map 9

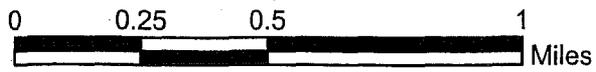
## Elk Activity Areas: Summer

1:24,000

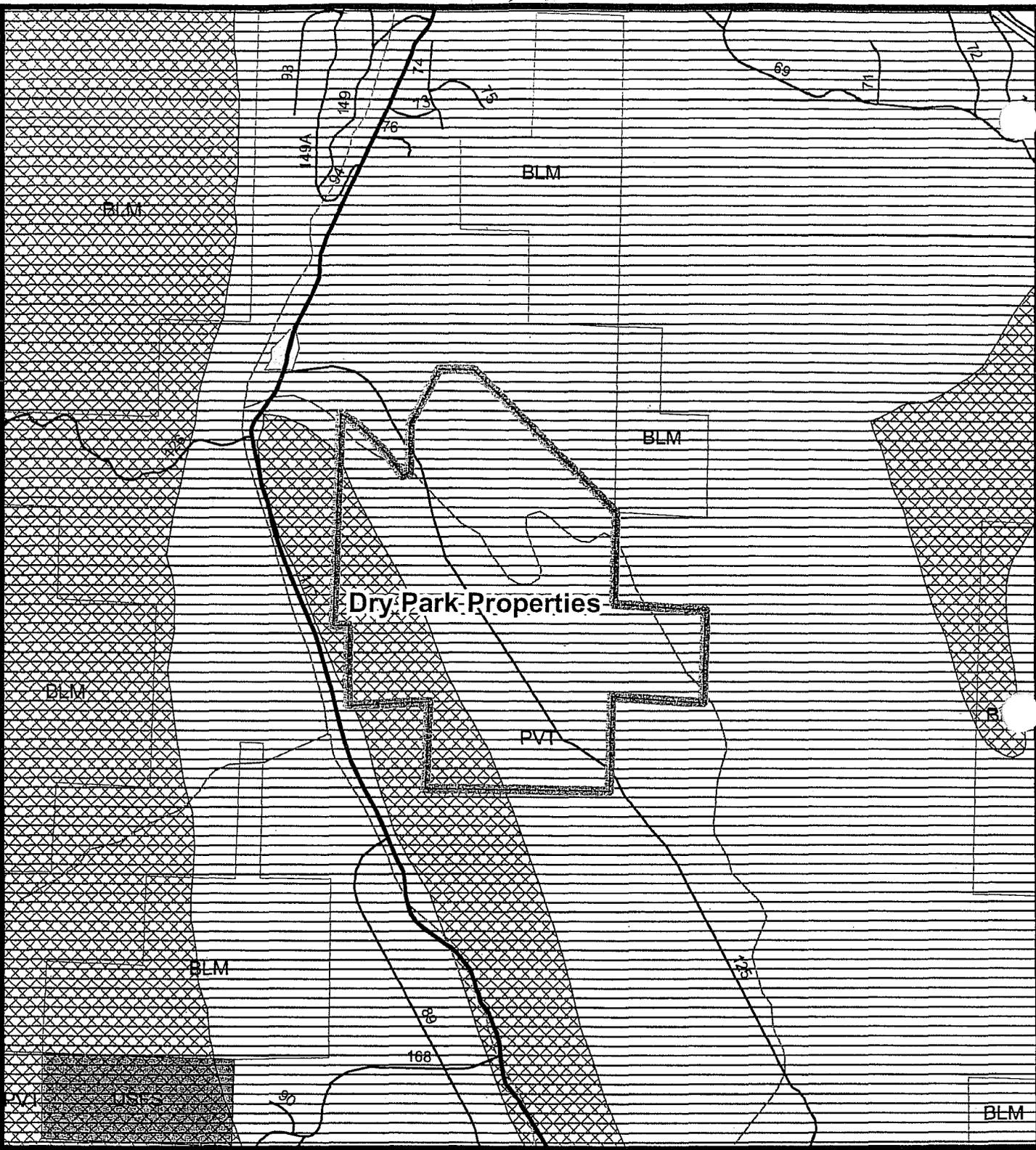
Data from NDIS, CDOT, and Garfield County.

### Legend

-  Dry Park Properties
-  Elk Summer Range
-  Elk Highway Crossing



636016 09/08/2003 12:45P B1516 P131 M ALSDORF  
 52 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



## Map 10

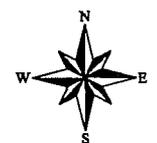
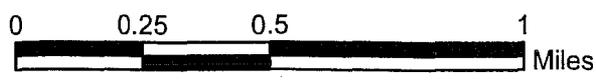
# Elk Activity Areas: Winter

### Legend

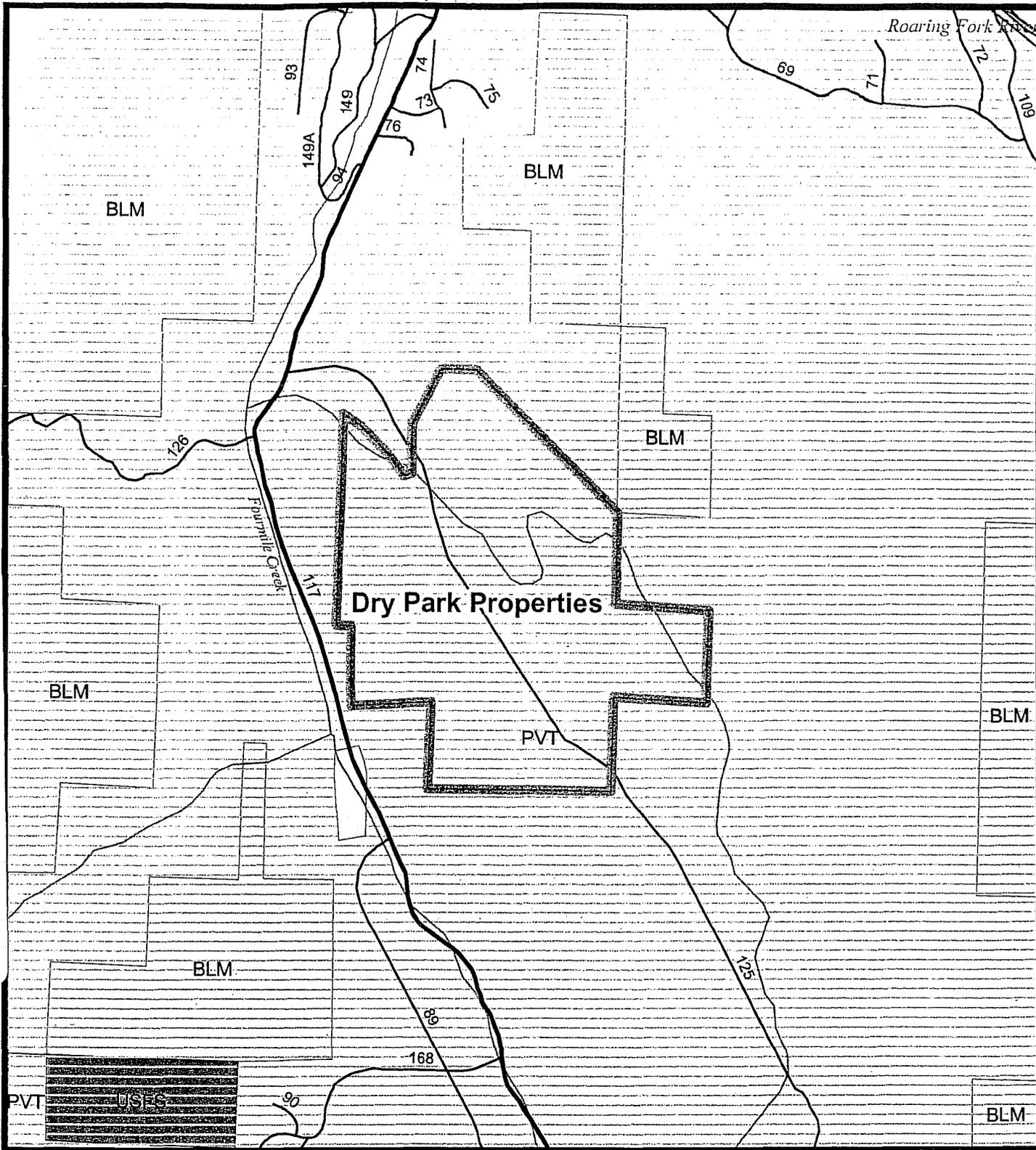
- Dry Park Properties
- Elk Highway Crossing
- Elk Severe Winter Range
- Elk Winter Range

1:24,000

Data from NDIS, CDOT,  
and Garfield County.



636016 09/08/2003 12:43P B1516 P132 M ALSDORF  
53 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



# Map 11

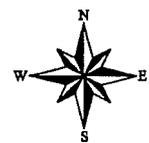
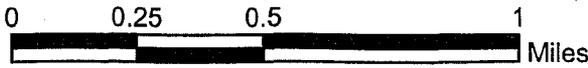
## Mule Deer Activity Areas: Summer

1:24,000

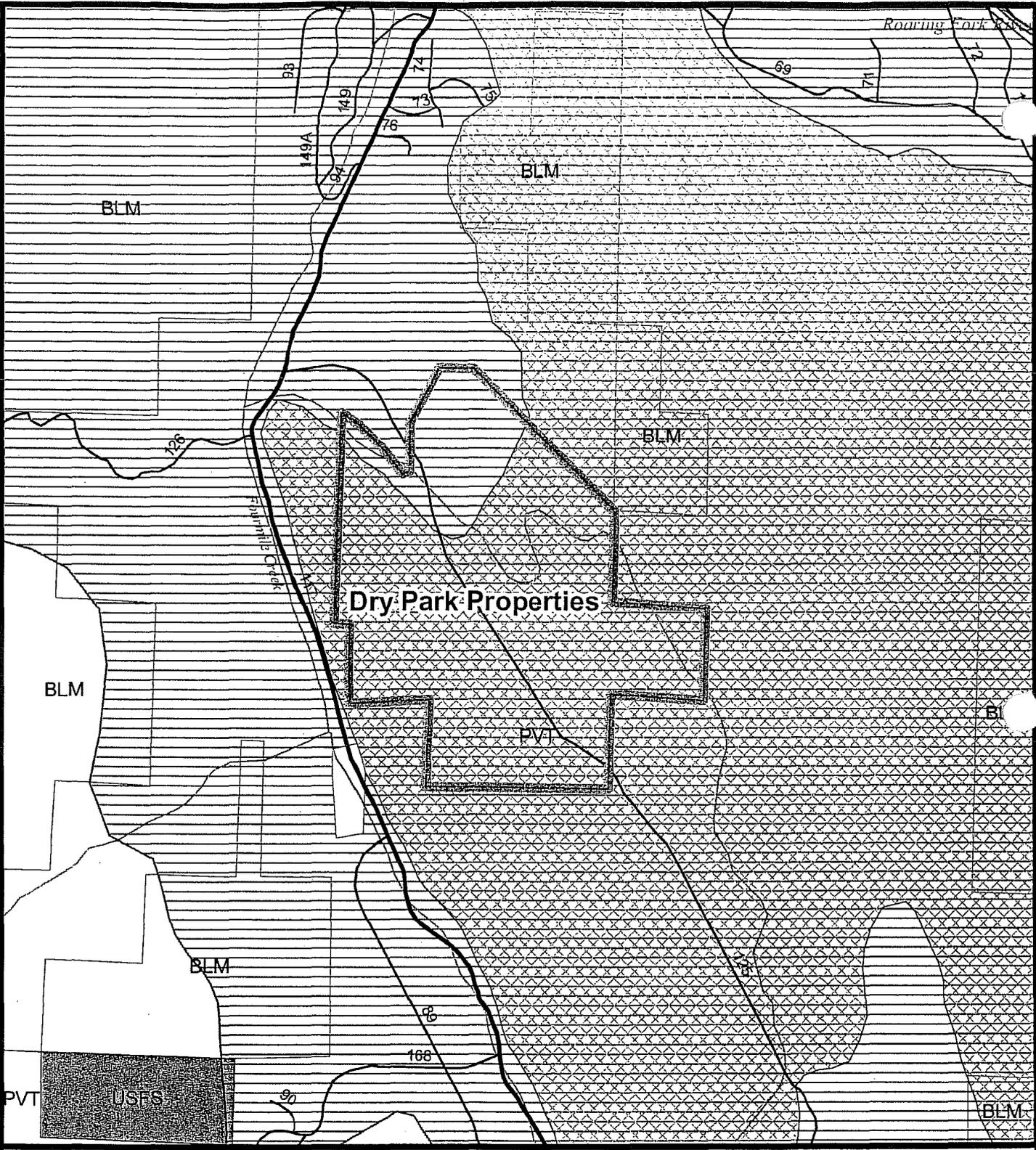
Data from NDIS, CDOT,  
and Garfield County.

### Legend

-  Dry Park Properties
-  Mule Deer Summer Range
-  Mule Deer Migration Corridor



636016 09/08/2003 12:45P B1516 P133 M ALSDORF  
54 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



# Map 12

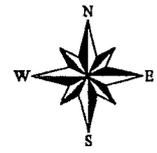
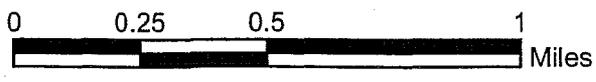
## Mule Deer Activity Areas: Winter

### Legend

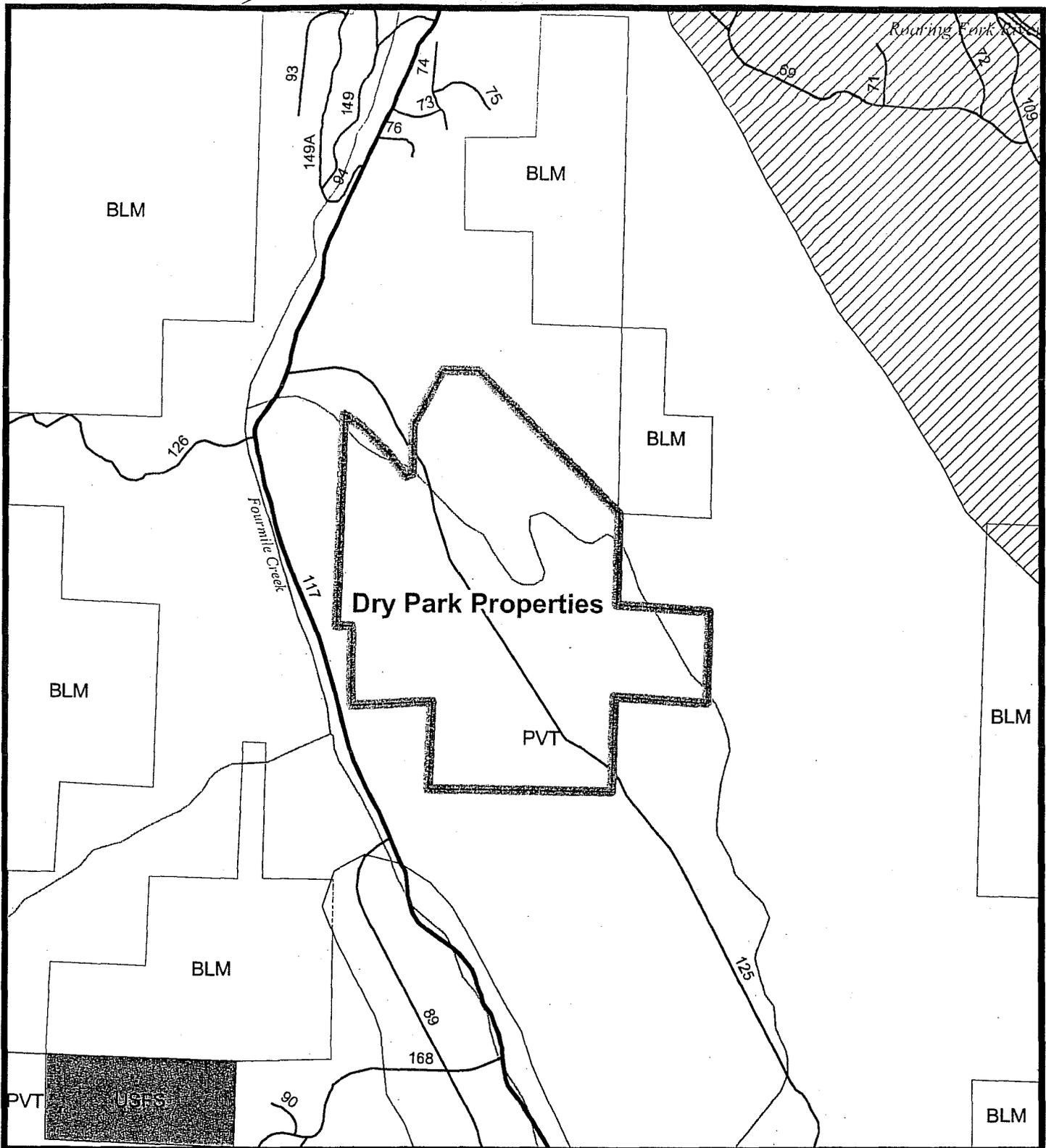
-  Dry Park Properties
-  Mule Deer Winter Range
-  Mule Deer Severe Winter Range
-  Mule Deer Migration Corridor

1:24,000

Data from NDIS, CDO\* and Garfield County!



636016 09/08/2003 12: B1516 P134 M ALSDFR  
55 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



# Map 13

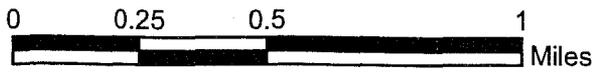
## Bear Activity Areas

1:24,000

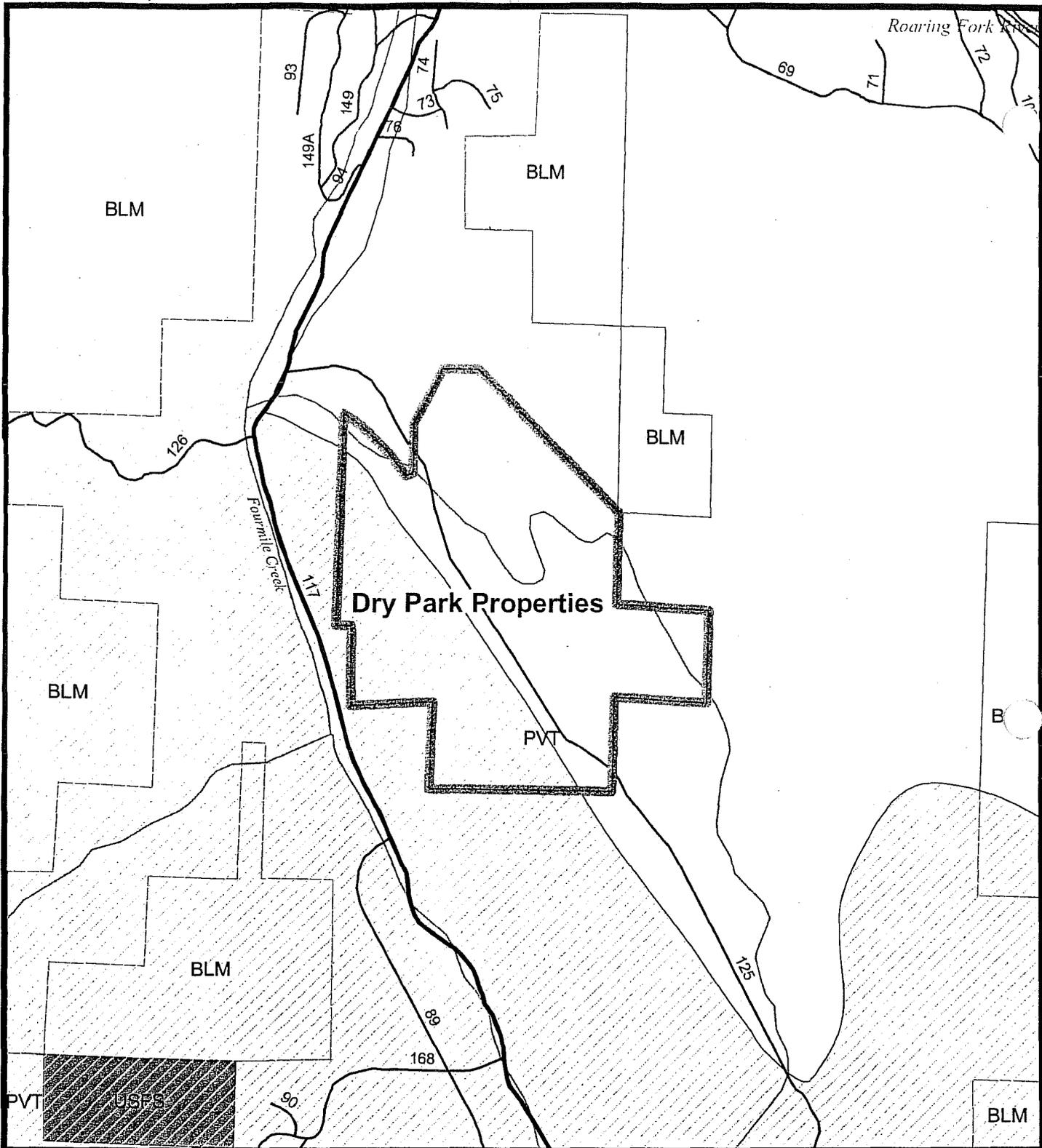
Data from NDIS, CDOT, and Garfield County.

### Legend

-  Dry Park Properties
-  Black Bear - Fall Concentration Area
-  Black Bear - Human Conflict Area



636016 09/08/2003 12:45P B1516 P135 M ALSDORF  
56 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



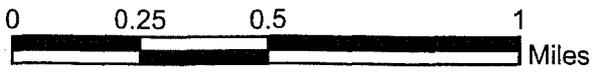
# Map 14 Turkey Activity Areas

1:24,000

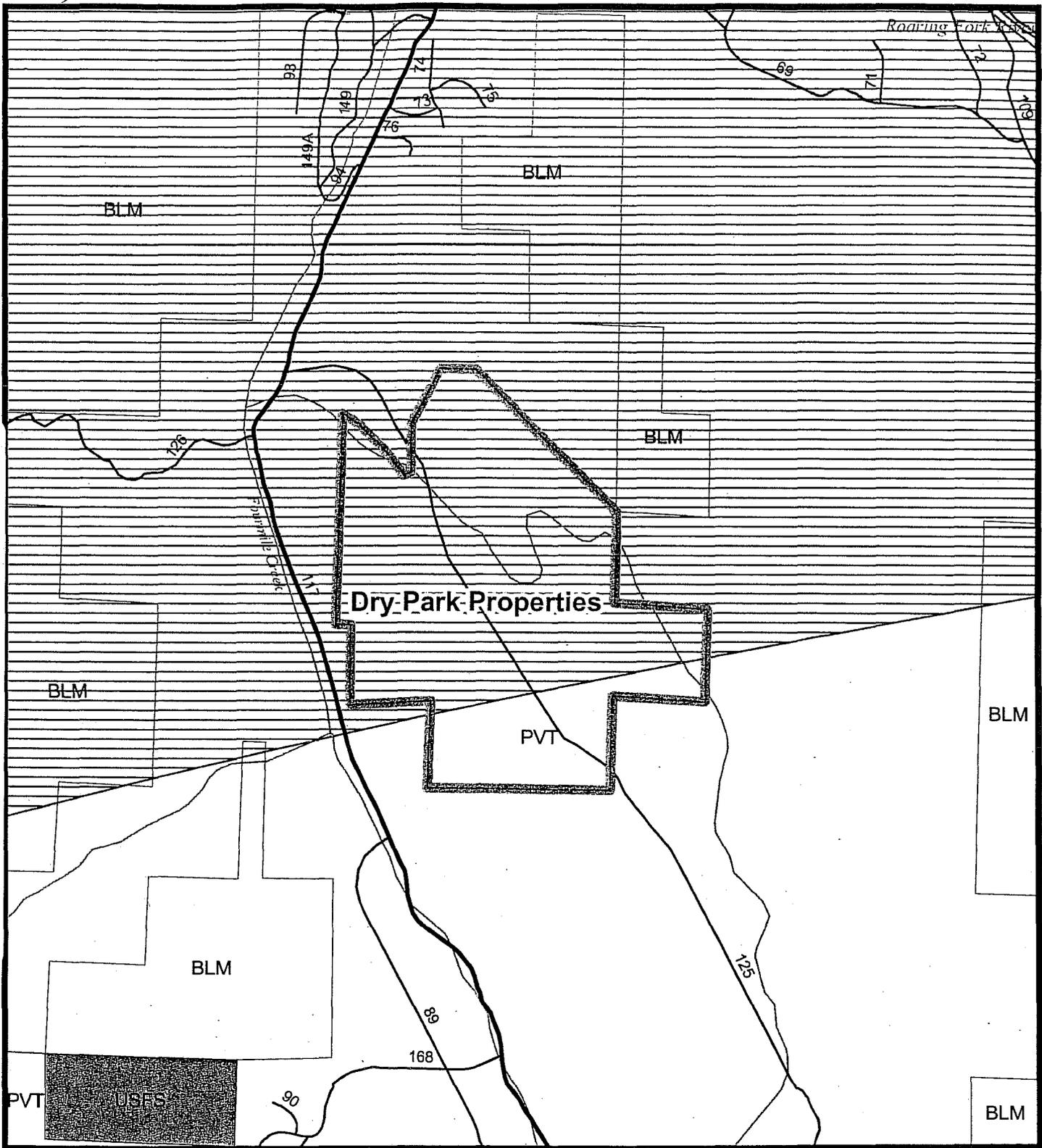
Data from NDIS, CDOT,  
and Garfield County

## Legend

-  Dry Park Properties
-  Turkey Overall Range



636016 09/08/2003 12:45P B1516 P136 M ALSDORF  
57 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



# Map 15

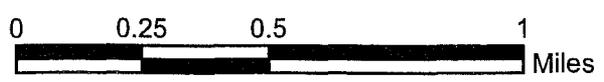
## Brazilian Free-tailed Bat Activity Area

1:24,000

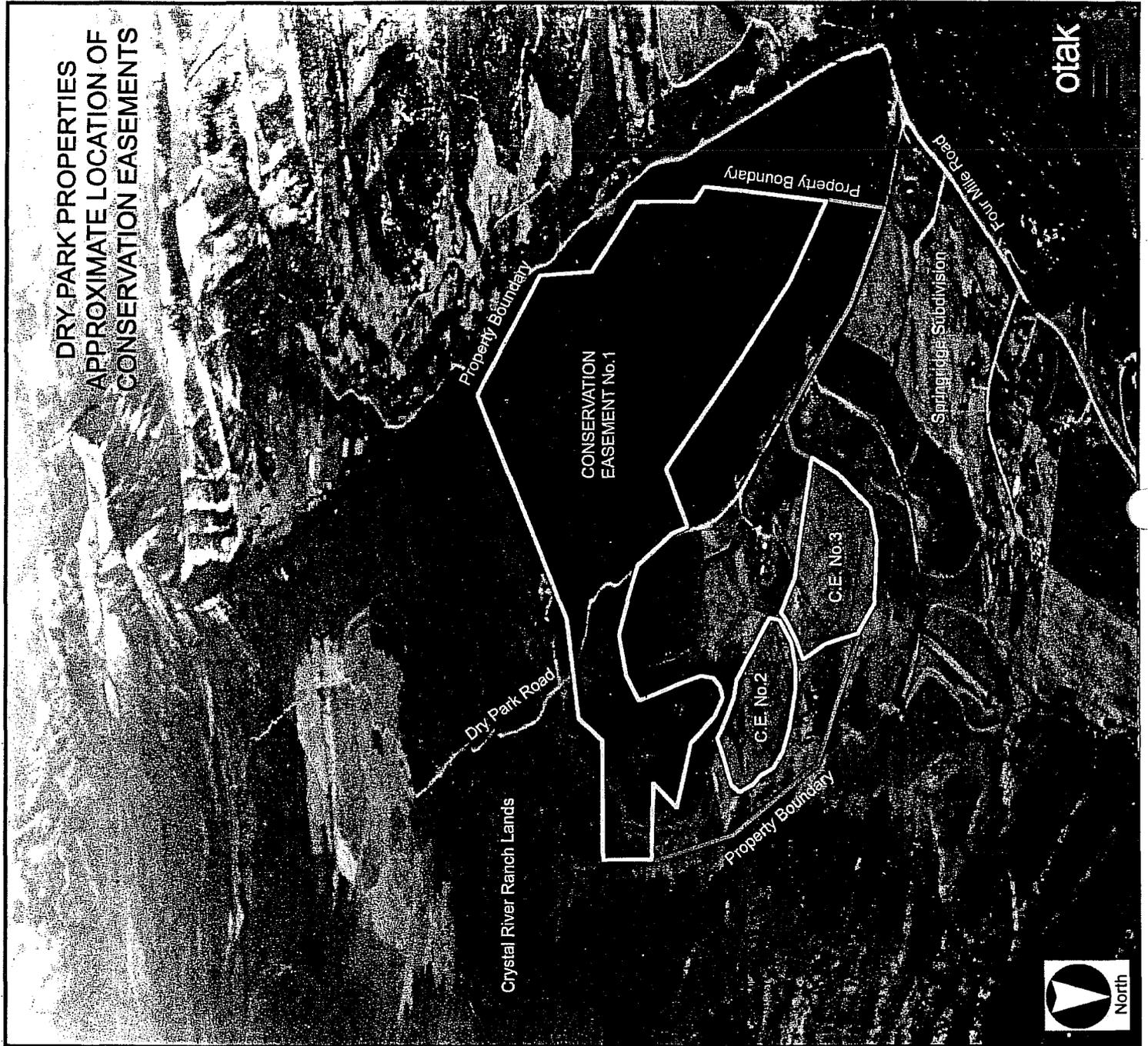
Data from NDIS, CDOT, and Garfield County.

### Legend

-  Dry Park Properties
-  BF Bat Overall Range

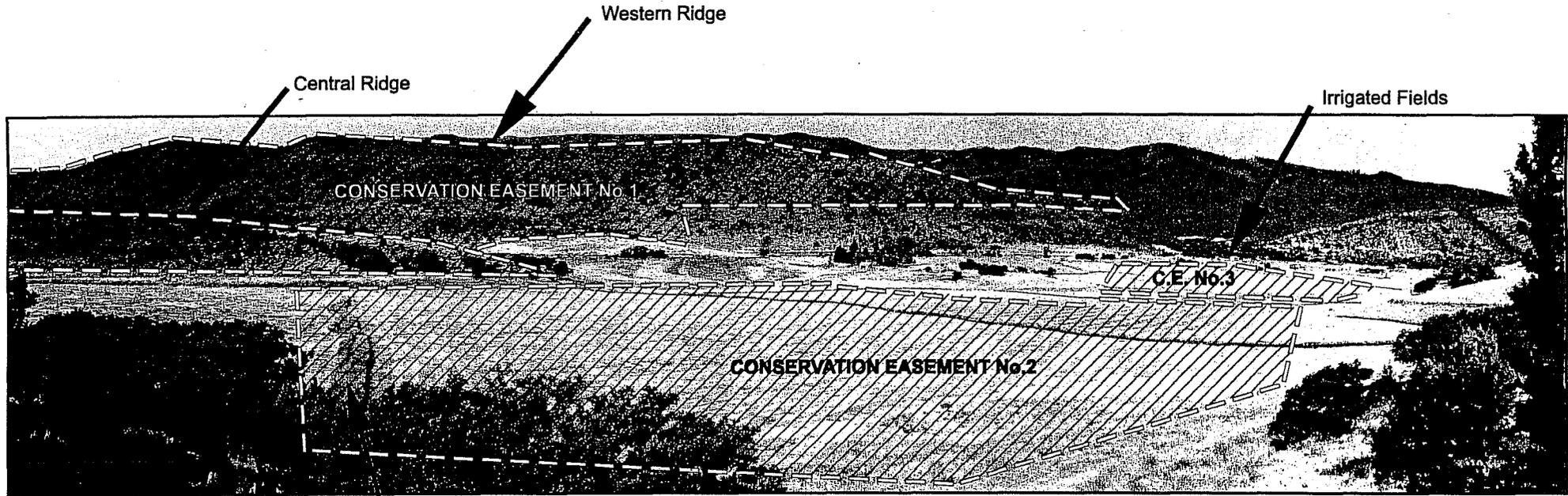


DRY PARK PROPERTIES  
APPROXIMATE LOCATION OF  
CONSERVATION EASEMENTS





636016 09/08/2003 12:45P B1516 P138 M ALSDORF  
59 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



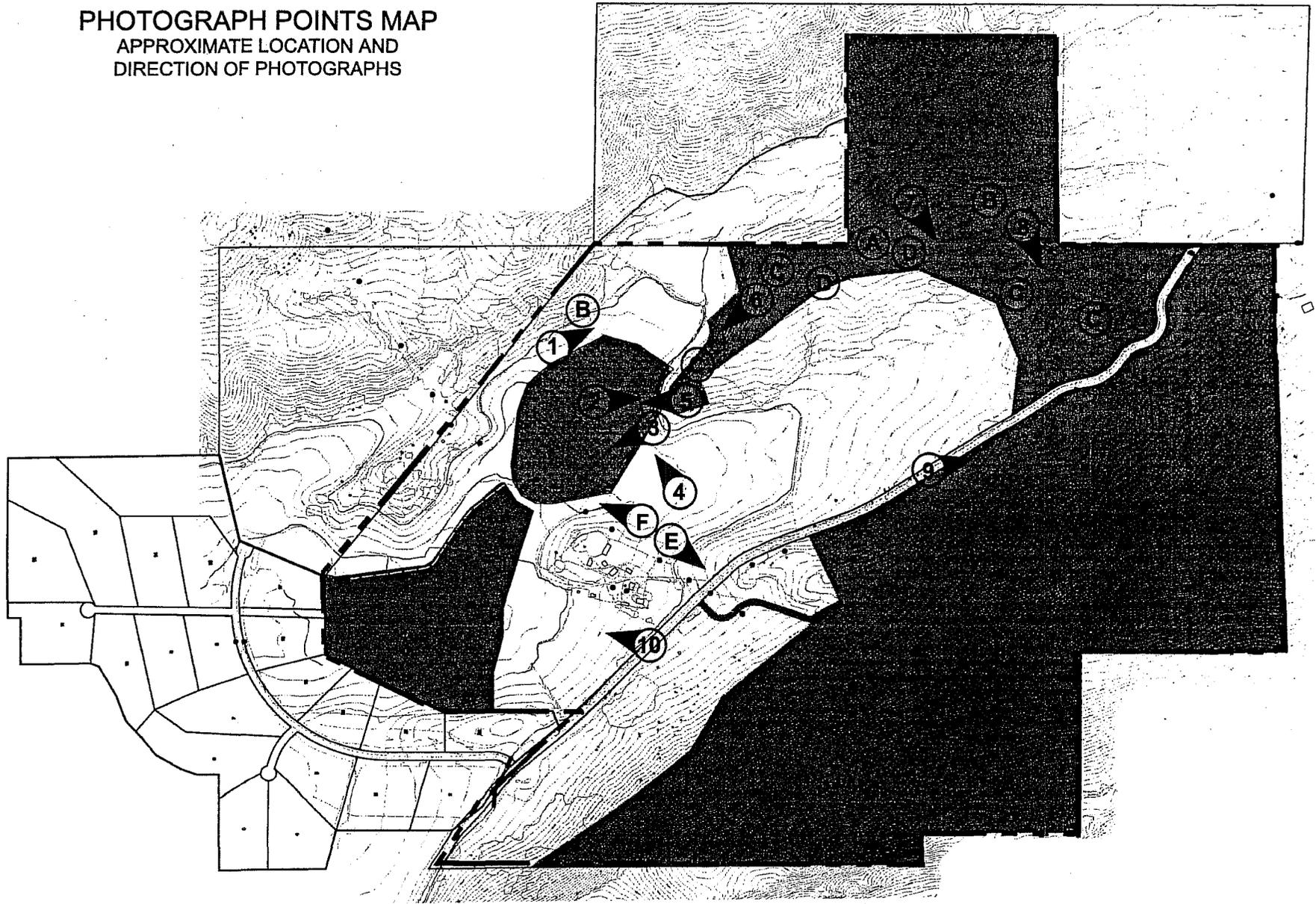
View west from east hillside depicting approximate boundaries of the conservation easements.



636016 09/08/2003 12:45P B1516 P139 M ALSDORF  
60 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

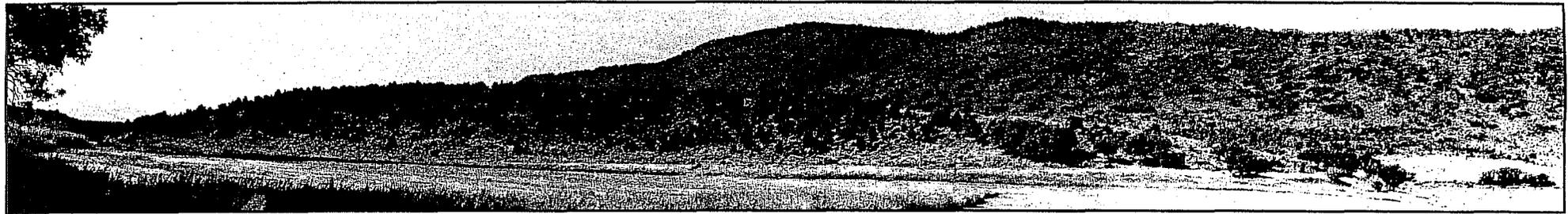
# DRY PARK PROPERTIES PHOTOGRAPH POINTS MAP

APPROXIMATE LOCATION AND  
DIRECTION OF PHOTOGRAPHS





636016 09/08/2003 12:45P B1516 P140 M ALSDORF  
61 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Phototgraph 1: View west across the southern portion of Conservation Easement No.2 showing the central ridge and the hogback within Conservation Easement No.1.

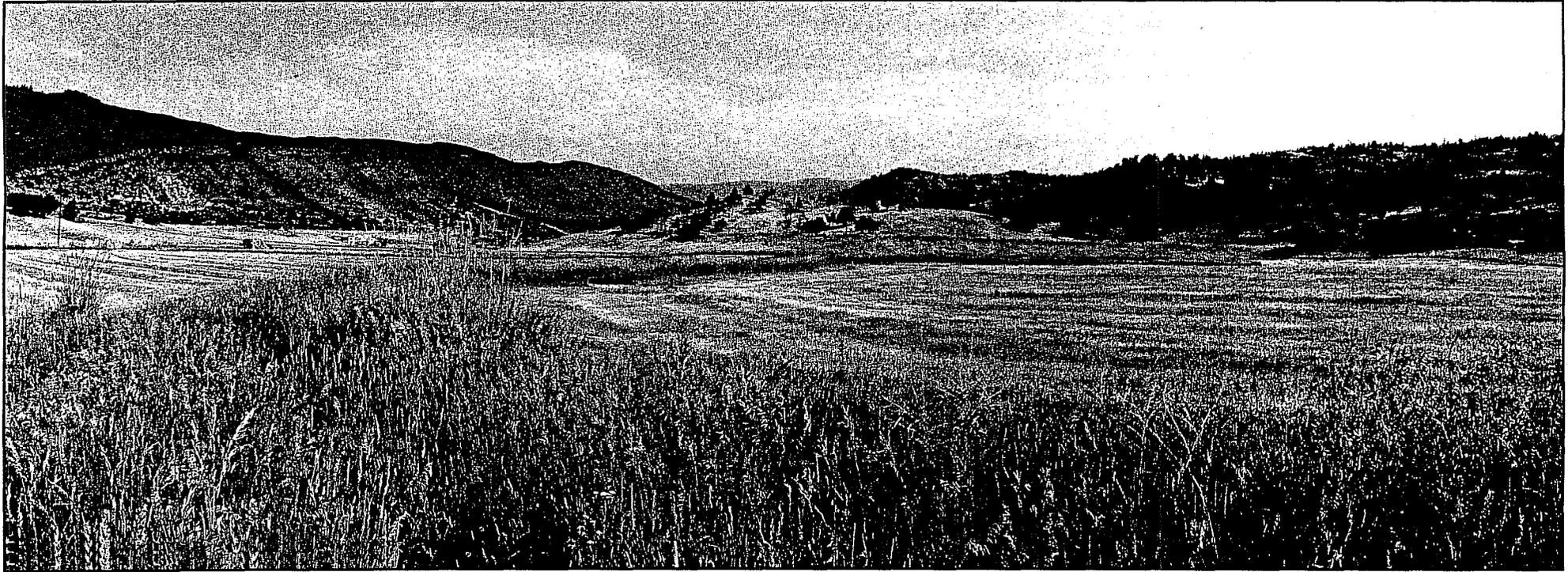


636016 09/08/2003 12:45P B1516 P141 M ALSDORF  
62 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 2: View southeast from Conservation Easement No.2 to the terminus of the central ridge.

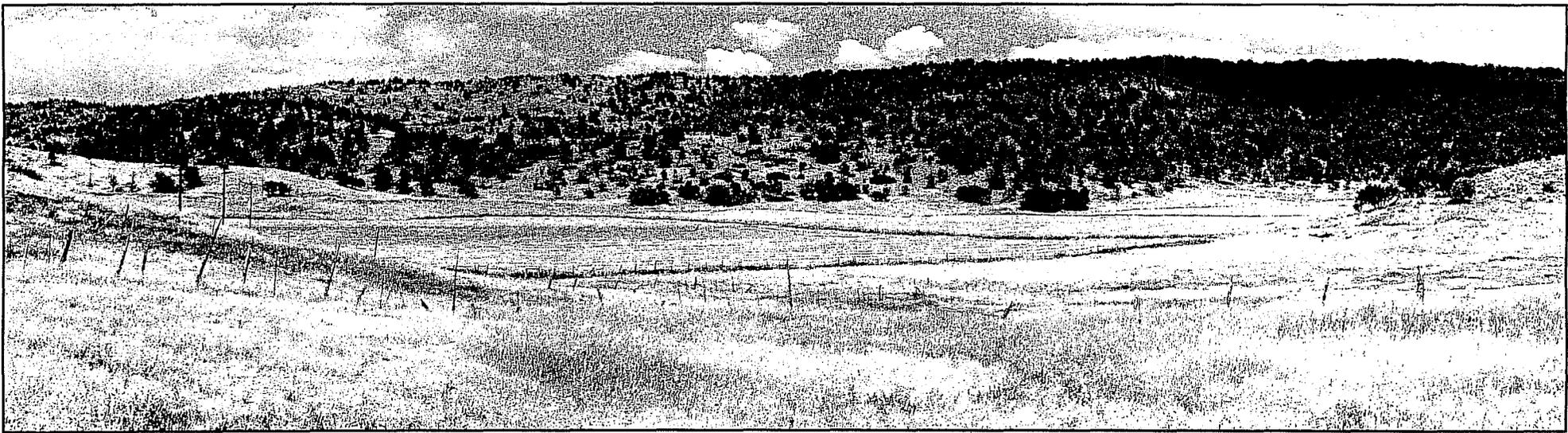
636016 09/08/2003 12:45P B1516 P142 M ALSDORF  
63 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 3: View northeast from within Conservation Easement No.2 showing one spur of the Atkinson Ditch.



636016 09/08/2003 12:45P B1516 P143 M ALSDORF  
64 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 4: View east overlooking Conservation Easement No.2 from land reserved by Owners.

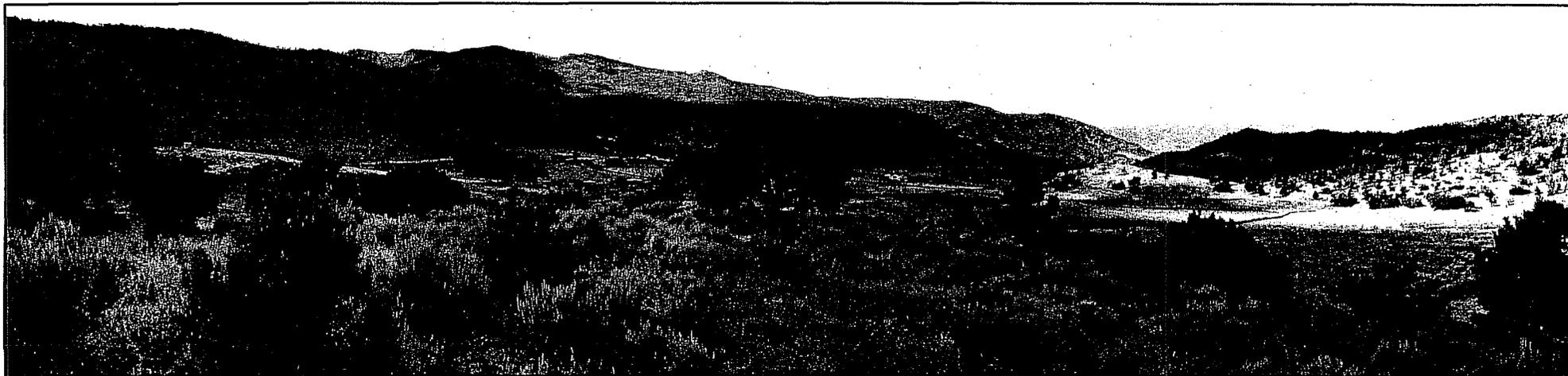
636016 09/08/2003 12:45P B1516 P144 M ALSDORF  
65 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 5: View over Conservation Easement No.2 from existing trail on central ridge in Conservation Easement No.1.



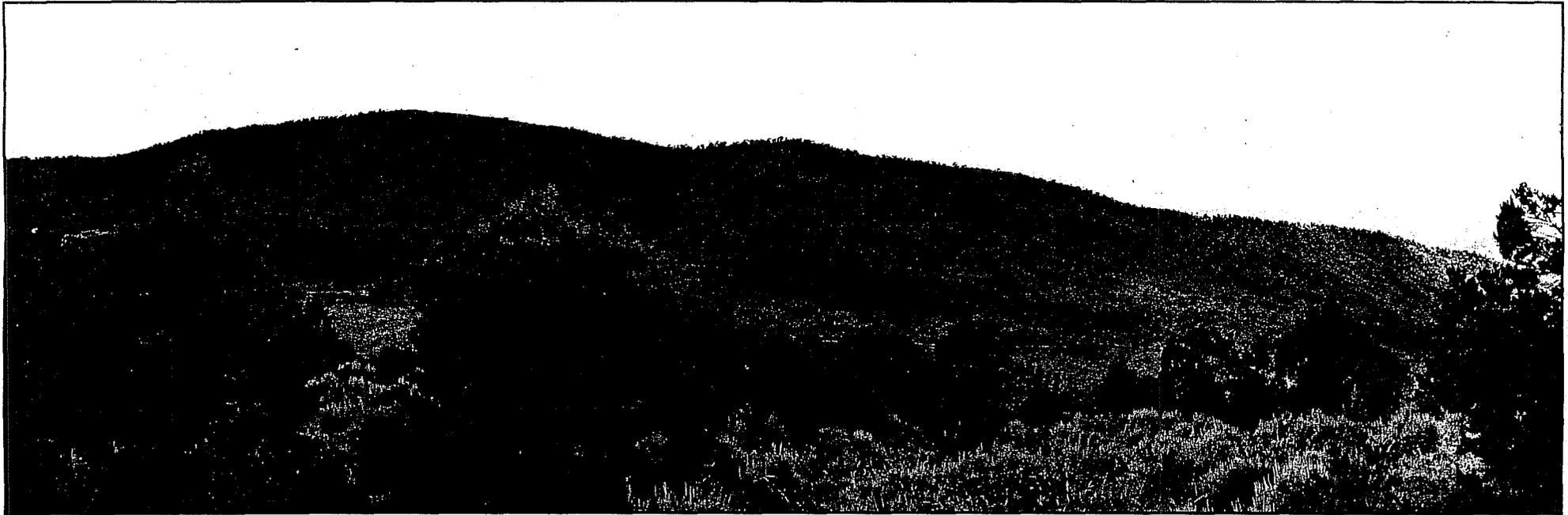
636016 09/08/2003 12:45P B1516 P145 M ALSDORF  
66 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 6: View north from central ridge within Conservation Easement No.1  
showing Conservation Easements Nos.2 and 3 to the right,  
and the western ridge within Conservation Easement No.1 to the left.



636016 09/08/2003 12:45P B1516 P146 M ALSDORF  
67 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 7: View of Conservation Easement No.1 west from the central ridge to the prominent western ridge.

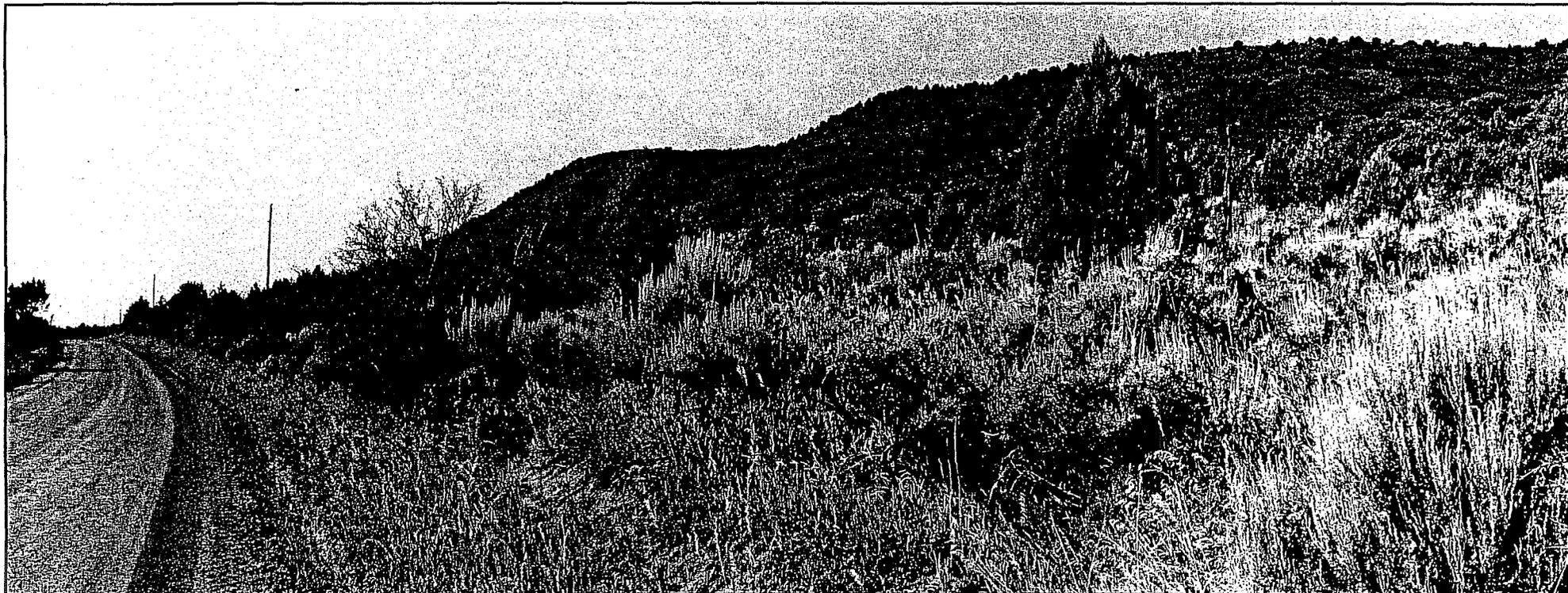
636016 09/08/2003 12:45P B1516 P147 M ALSDORF  
68 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 8: View of Conservation Easement No.1 west from central ridge across upper valley to the prominent western ridge.



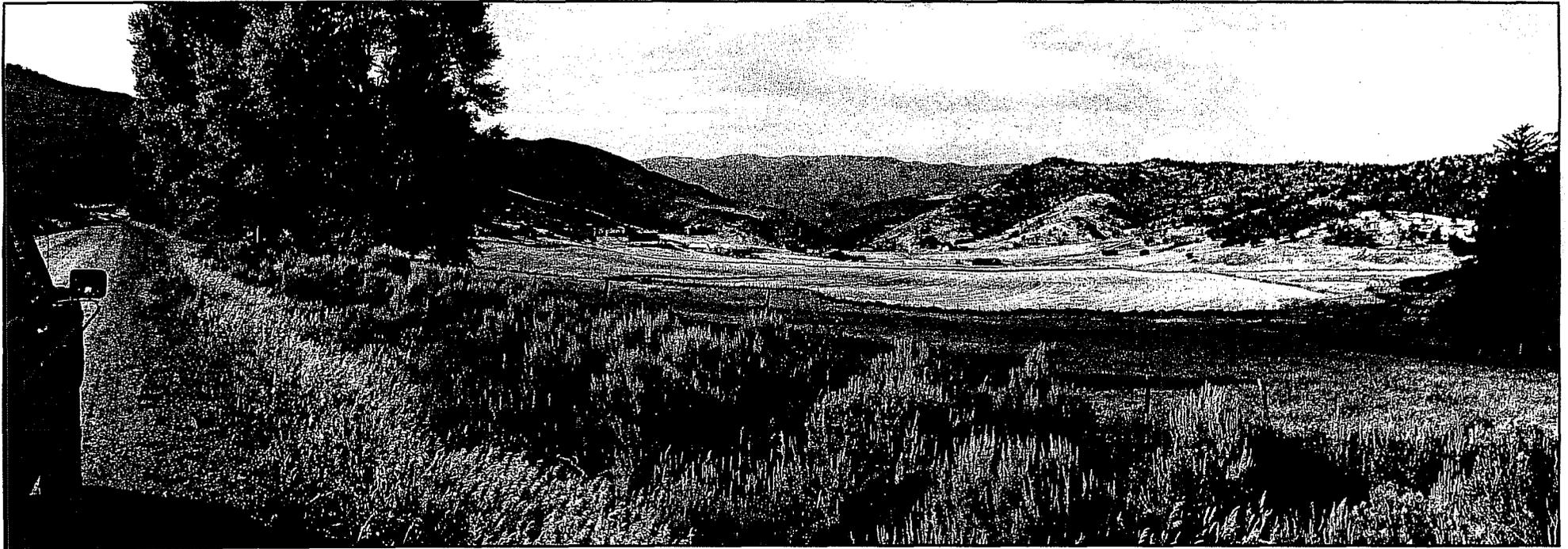
636016 09/08/2003 12:45P B1516 P148 M ALSDORF  
69 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 9: View facing southwest of a portion of Conservation Easement No.1 that lies west of Dry Park Road .



636016 09/08/2003 12:45P B1516 P149 M ALSDORF  
70 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Photograph 10: View north from Dry Park Road over property to Springridge I.



636016 09/08/2003 12:45P B1516 P150 M ALSDORF  
71 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

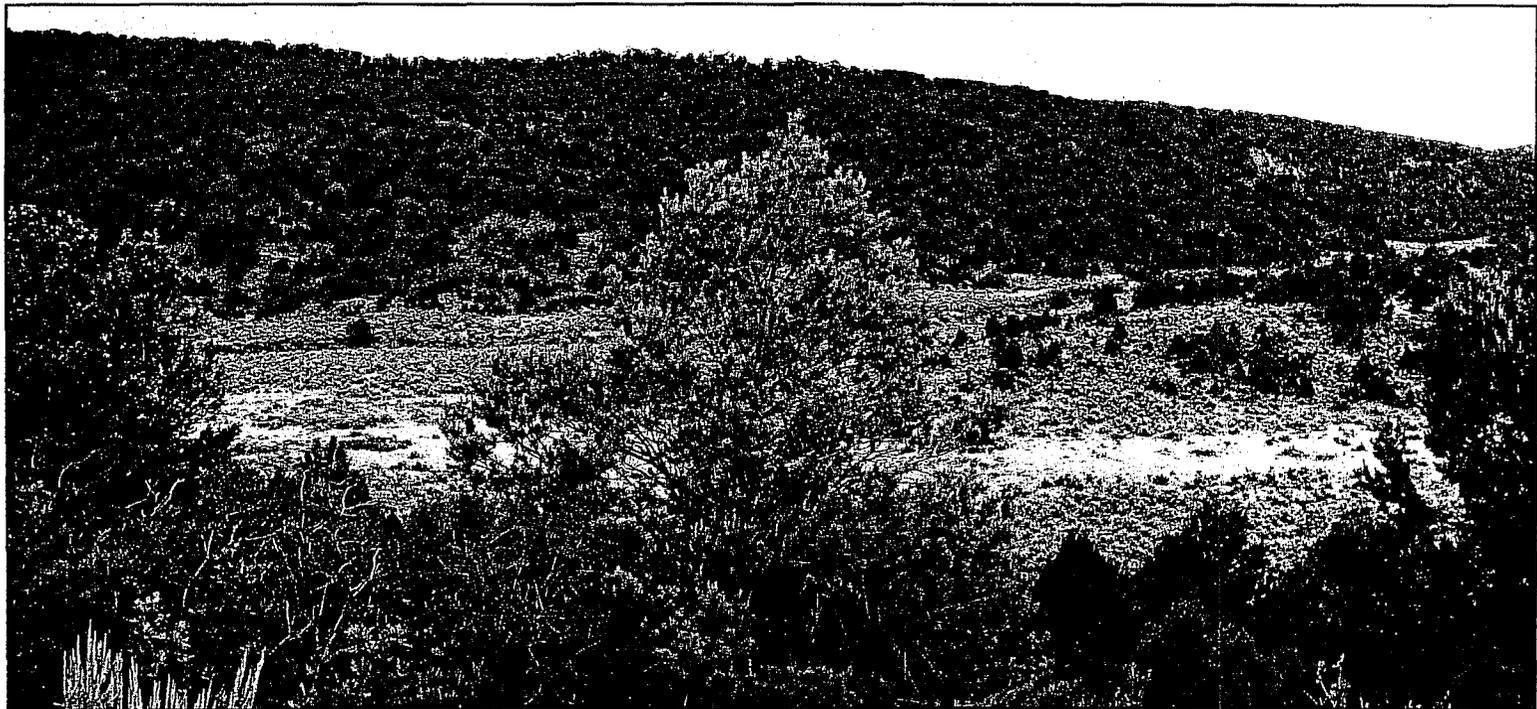


Photo-Series A: Views into the adjacent Crystal River Ranch property from the central ridge in Conservation Easement No.1.



636016 09/08/2003 12:45P B1516 P151 M ALSDORF  
72 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

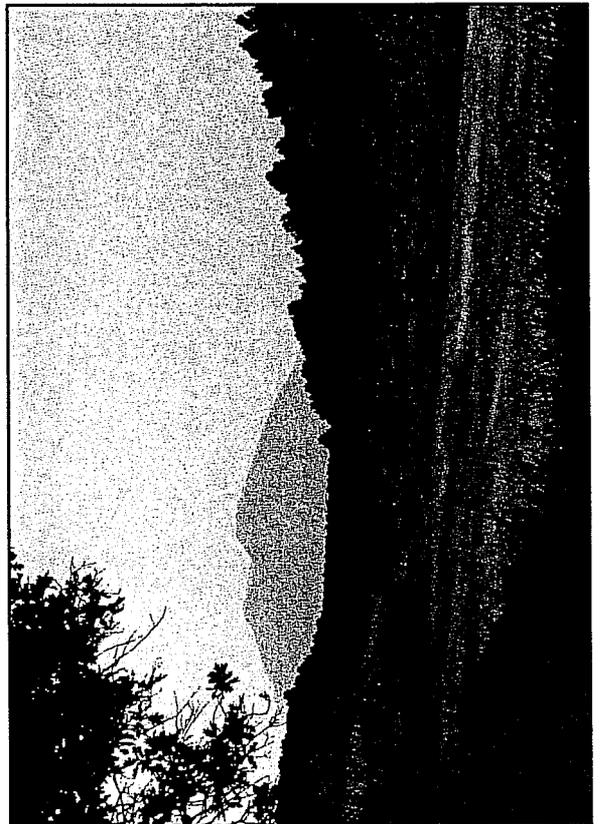
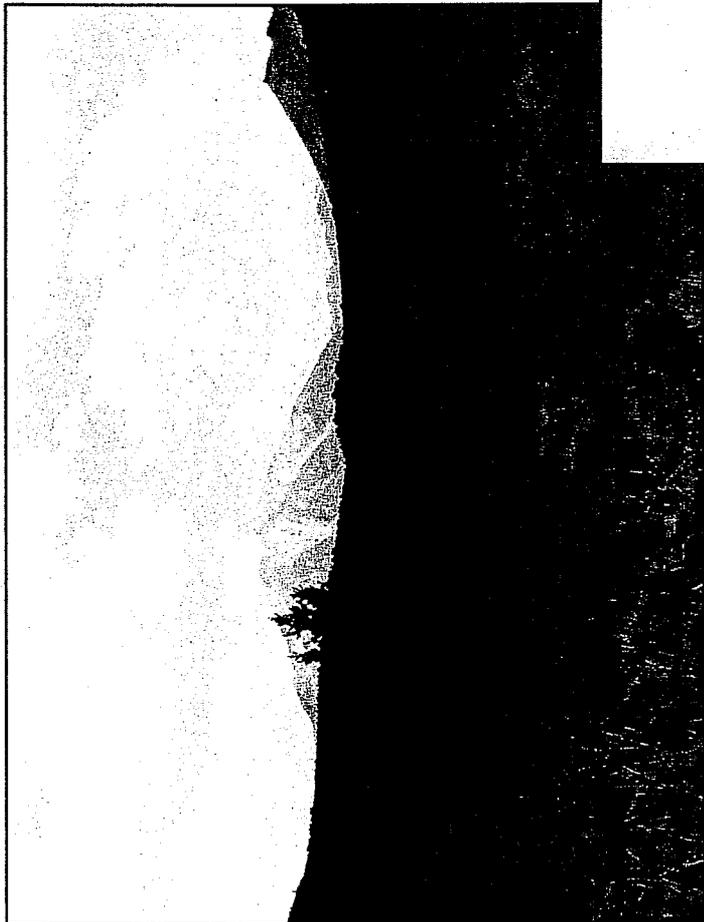
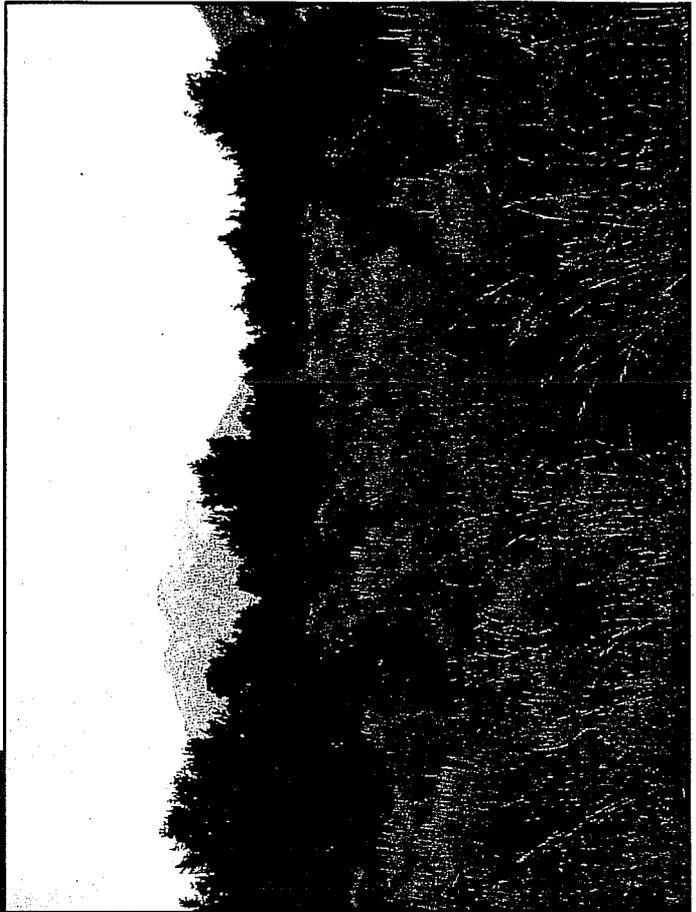


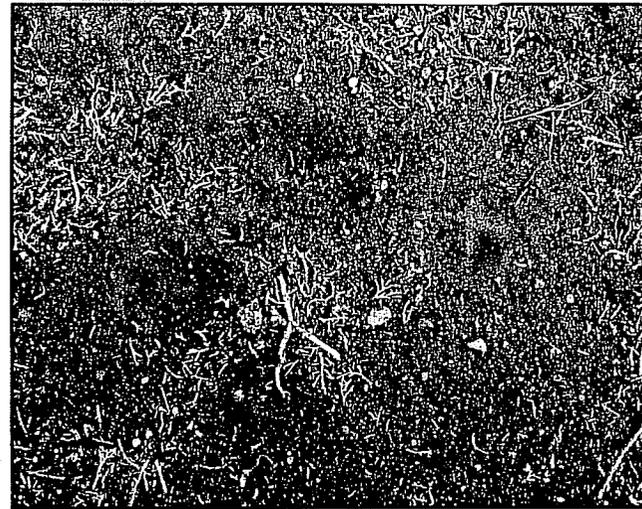
Photo-Series B: Views of Mt. Sopris from within the conservation boundaries.

Photo-Series C: Examples of mature vegetation found within the conservation boundaries.

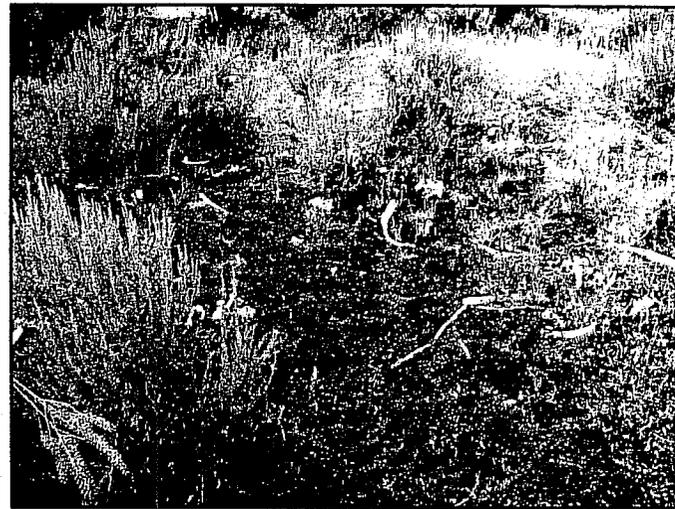




Active Den



Coyote Tracks



Scattered Bones



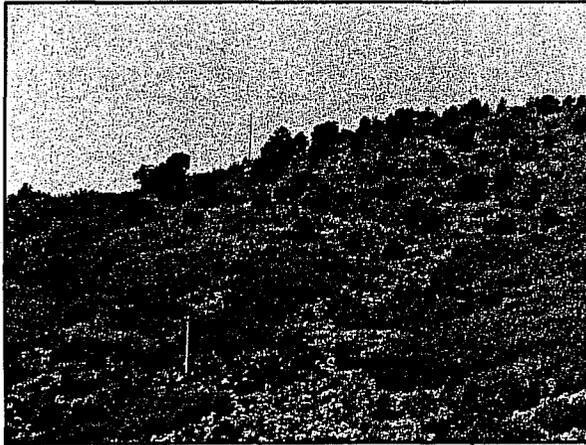
Bedding Area



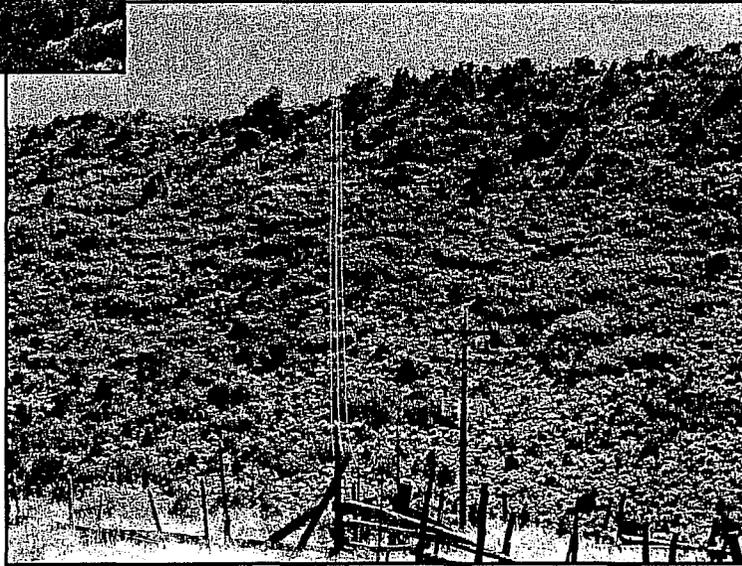
Grazed Pine Shoots



636016 09/08/2003 12:45P B1516 P154 M ALSDORF  
75 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO



Power poles on western ridge within  
Conservation Easement No.1.



Power lines heading west  
through the Property  
into Conservation Easement No.1  
over western ridge and onto adjacent property.





636016 09/08/2003 12:45P B1516 P155 M ALSDORF  
76 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

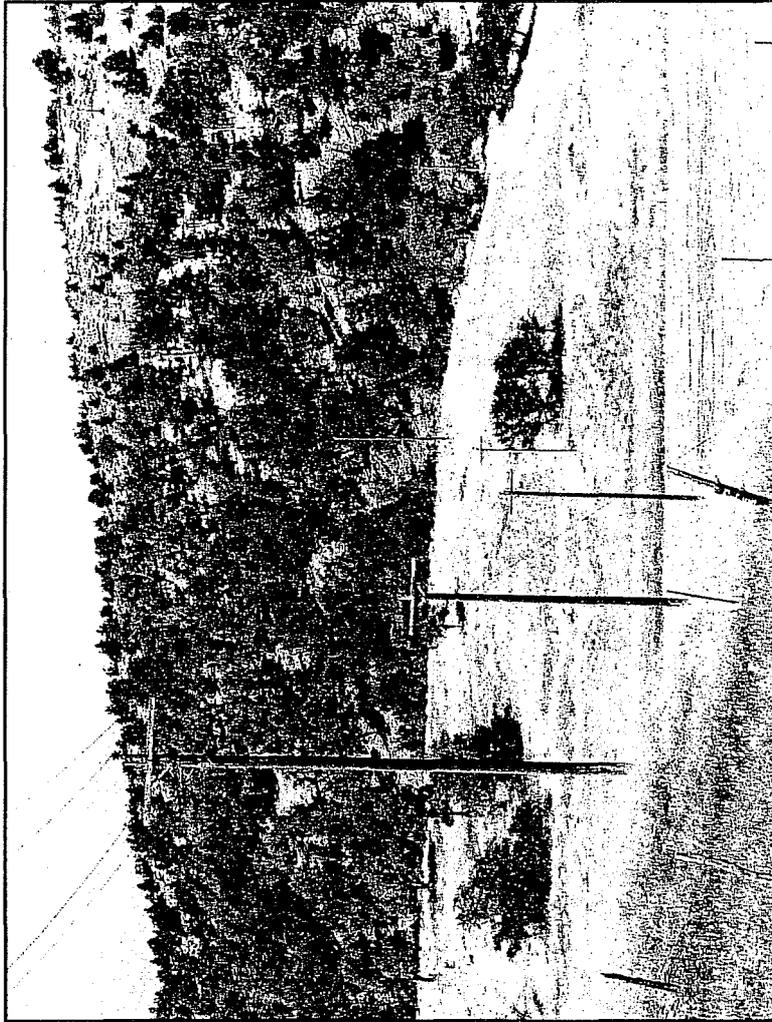
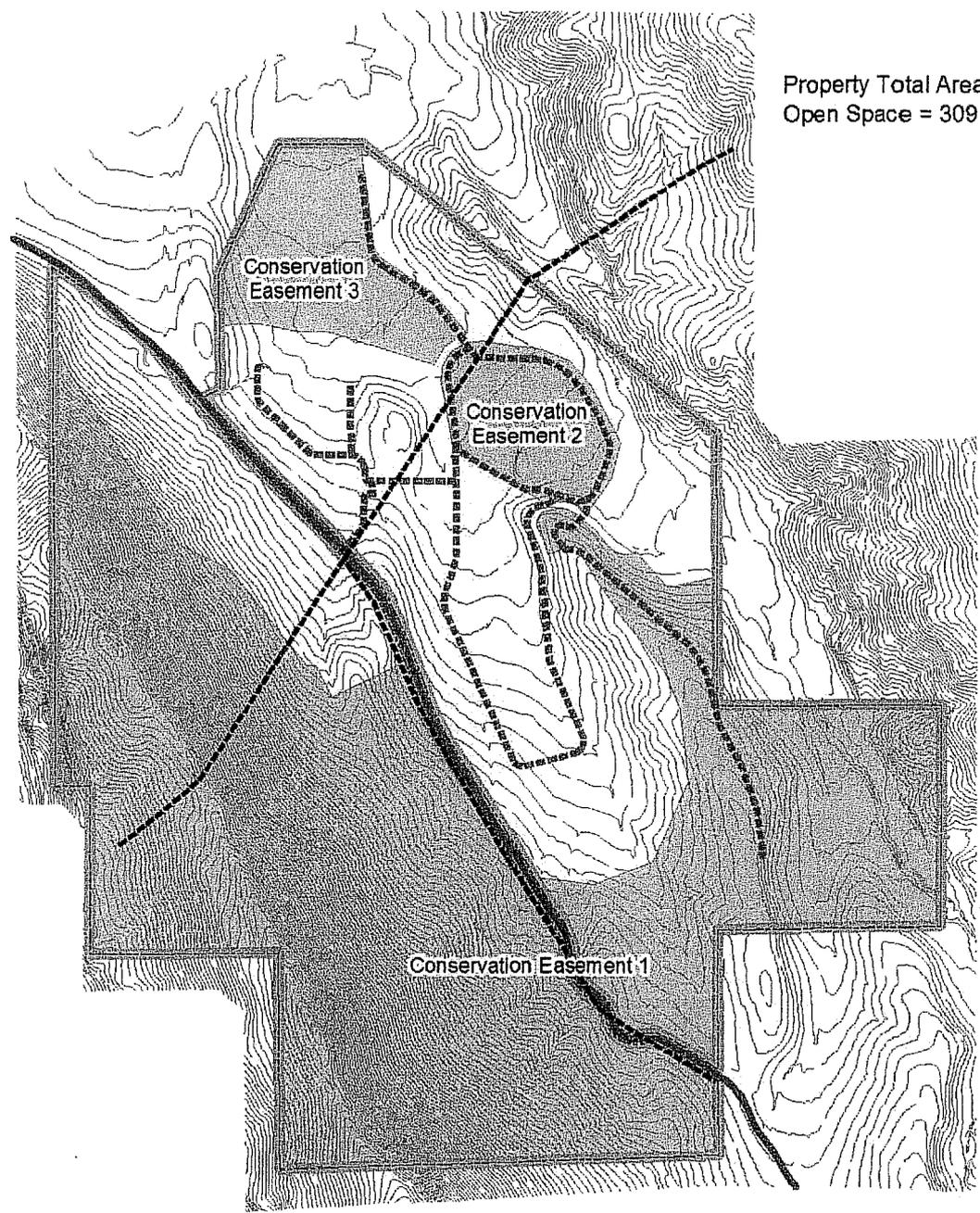


Photo F: Power poles heading east through Conservation Easement No.2 onto adjacent Crystal River Ranch property.

636016 09/08/2003 12:45P B1516 P156 M ALSDORF  
77 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

Property Total Area = 484 ac.  
Open Space = 309 ac.



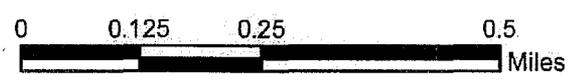
## Conservation Easements/ Proposed Trails

### Legend

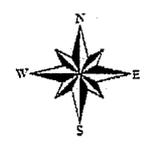
-  Dry Park Properties
-  Conservation Easement
-  Proposed Trails
-  Powerline

1:12,000

### EXHIBIT D



Data from CDOT,  
Garfield County,  
and USGS.



636016 09/08/2003 12:45P B1516 P157 M ALSDORF  
78 of 78 R 391.00 D 0.00 GARFIELD COUNTY CO

**EXHIBIT E**

That certain property described by deeds recorded with the Garfield County Clerk and Recorder as Reception Nos. 487187 and 522202, excepting therefrom the parcels described on Exhibit A.

Freeman Ranch