



Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
303-738-7915 TTY
303-738-7998 Audio Agenda Line

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Public Meeting
March 15, 2016
9:30 A.M.

The Board of County Commissioners holds its weekly Public Hearing at 9:30 a.m. on Tuesdays. Public Hearings are open to the public and items for discussion are included on this agenda. Items listed on the consent agenda are adopted with one vote. Items listed under regular business are considered separately. Agendas are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

CALL TO ORDER

Arapahoe County Board of County Commissioners

INTRODUCTION

Ron Carl, County Attorney
Joleen Sanchez, Asst. Clerk to the Board

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION TO THE AGENDA

ADOPTION OF THE AGENDA

APPROVAL OF THE MINUTES

1. BOCC Public Meeting Minutes - February 16, 2016

Documents: [BOCC PUBLIC MEETING MINUTES 02.16.2016.PDF](#)

CITIZEN COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

CONSENT AGENDA

1. 2.29.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents: [2.29.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

2. **Abatement**

Adoption of a resolution approving the recommendations of the Assessor for an abatement petition as a result of agreements reached between taxpayers and the County regarding the value of property for property tax purposes, pursuant to the terms contained therein

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents: [3-15-16 PAGE ONE.DOC](#), [3-15-16 PAGE TWO.XLSX](#), [SAMPLE ABATEMENT APPROVAL.DOC](#)

3. **Abatements**

Adoption of a resolution approving the recommendations of the Assessor for an abatement petition as a result of agreements reached between taxpayers and the County regarding the value of property for property tax purposes, pursuant to the terms contained therein

Ron Carl, County Attorney
Barb LeBlanc, Paralegal

Documents: [3-15 BSR.DOC](#), [DRAFT APPROVAL RESO.DOC](#)

4. **Abatements**

Adoption of a resolution approving the recommendations of the Assessor for an abatement petition as a result of agreements reached between taxpayers and the County regarding the value of property for property tax purposes, pursuant to the terms contained therein

Julia McQueen, Business Analyst, Assessor's Office
Corbin Sakdol, Assessor
Ron Carl, County Attorney

Documents: [BOARD SUMMARY REPORT FOR MARCH 15 2016.DOC](#), [CONSENT AGENDA MARCH 15 2016.XLS](#), [2016 RESOLUTION BOARD APPROVAL TEMPLATE.DOC](#)

5. **Amendment of Resolution No. 160113 to fill a Public Sector Vacancy on the Community Services Block Grant Advisory Committee**

Adoption of a resolution to amend Resolution No. 160113, adopted on Feb. 9, 2016, and to appoint Littleton City Councilman Bill Hopping to fill a Public Sector Vacancy on the Community Services Block Grant Advisory Committee, with the appointment expiring on Feb. 14, 2017

Carol Dosmann, Executive Assistant, BoCC Administration
Diana Maes, BoCC Administration Manager
Ron Carl, County Attorney

Documents: [COMM SERV BLOCK GRANT-BSR AND RESO-BILL HOPPING.PDF](#)

6. **Amendment to Resolution No. 160116 to Make an Appointment to the Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging**

Adoption of a resolution to amend Resolution No. 160116, adopted on Feb. 9, 2016, and appoint Barbara Boyer to the Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging, with her term to expire Feb. 14, 2017

Carol Dosmann, Executive Assistant, BoCC Administration
Diana Maes, BoCC Administration Manager
Ron Carl, County Attorney

Documents: [DRCOG ADVIS-AGING-BSR AND RESOL-BARBARA BOYER.PDF](#)

7. **Amendment of Resolution No. 160124, to fill a vacancy on the Fair Planning Committee**

Adoption of a resolution amending Resolution No. 160124, adopted on Feb. 9, 2016, to appoint Robert Eshelman to fill a vacancy on the Fair Planning Committee, with a three-year appointment that will expire on Feb. 12, 2019

Carol Dosmann, Executive Assistant, BoCC Administration
Diana Maes, BoCC Administration Manager
Ron Carl, County Attorney

Documents: [FAIR PLANNING COMMITTEE-ROBERT ESHELMAN APPT-2016.PDF](#)

8. **Arbitration**

Adoption of a resolution approving the arbitration stipulations which resulted from agreements reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, pursuant to the terms contained therein

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents: [3 MARCH 15, 2016.DOC](#), [SAMPLE ARBITRATION RESOLUTION.DOC](#)

9. **Board of Assessment Appeals**

Adoption of a resolution approving stipulations which resulted from agreements reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, pursuant to the terms contained therein

Ron Carl, County Attorney
Karen Thompsen, Paralegal, County Attorney's Office

Documents: [3 MARCH 15, 2016.DOC](#), [SAMPLE BAA RESOLUTION.DOC](#)

10. **Joint Project Proposal – South Suburban Parks and Recreation District – Sumac Hill Farm Conservation Easement Acquisition**

Adoption of a resolution approving the funding request for the expenditure of up to \$300,000 of Open Space Acquisition and Trails funds for the Sumac Hill Farm Conservation Easement Acquisition project, contingent on the contribution of other partner funds and the execution of an intergovernmental agreement between Arapahoe County and South Suburban Parks and Recreation District

Josh Tenneson, Grants and Acquisitions Administrator
Shannon Carter, Open Spaces Department Director
Janet Kennedy, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney

Documents: [BSR_CA_SUMAC HILL CE_030816.PDF](#), [OSTAB REC TO BOCC SUMAC HILL_030716.PDF](#), [SUMAC HILL FARM JOINT PROJECT](#)

GENERAL BUSINESS ITEMS

There are no Public Hearing or General Business resolutions to consider

COMMISSIONER COMMENTS

***Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the “General Business” agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

Arapahoe County is committed to making its public meetings accessible to persons with disabilities.

Assisted listening devices are available. Ask any staff member and we will provide one for you.

If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or 303-738-7915 TTY.

Please contact our office at least 3 days in advance to make arrangements.

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, FEBRUARY 16, 2016**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

Nancy Doty, Chair	Commissioner District 1	Present
Nancy Jackson, Chair Pro-Tem	Commissioner District 4	Present
Nancy A. Sharpe	Commissioner District 2	Present
Rod Bockenfeld	Commissioner District 3	Present
Bill Holen	Commissioner District 5	Present
Ron Carl	County Attorney	Present
Matt Crane	Clerk to the Board	Absent and Excused
Joleen Sanchez	Asst. Clerk to the Board	Present

when the following proceedings, among others, were had and done, to-wit:

CALL TO ORDER

Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

Commissioners Bockenfeld and Holen arrived late.

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Jackson and duly seconded by Commissioner Sharpe to adopt the Agenda as presented.

The motion passed 3-0, Commissioners Bockenfeld and Holen absent and excused.

Commissioner Bockenfeld arrived at 9:32 a.m.

CEREMONIES

There were no ceremonies on this date.

CITIZEN COMMENT PERIOD

There were no citizen comments on this date.

Commissioner Holen arrived at 9:33 a.m.

CONSENT AGENDA

The motion was made by Commissioner Jackson and duly seconded by Commissioner Sharpe to approve the items on the Consent Agenda as presented.

The motion passed 5-0.

GENERAL BUSINESS ITEMS

There were no general business items on this date.

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 9:34 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

MATT CRANE, CLERK TO THE BOARD
BY JOLEEN SANCHEZ, ASSISTANT CLERK TO THE BOARD

REPORT FOR 02/23/2016 TO 02/29/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

10 General Fund	431,381.19
11 Social Services	56,206.30
14 Law Enforcement Authority Dist	5,620.00
15 Arapahoe / Douglas Works!	62,618.32
16 Road and Bridge	9,708.56
20 Sheriff's Commissary	44,840.17
21 Community Development	5,451.04
26 Grants	85,018.48
28 Open Space Sales Tax	73,825.56
29 Homeland Security - North Cent	21,346.56
33 Building Maintenance Fund	77,240.55
34 Fair Fund	38.15
41 Capital Expenditure	5,954.45
42 Infrastructure	10,208.00
43 Arapahoe County Recreation Dis	182.33
70 Central Services	224,470.20
73 Self-Insurance Workers Comp	450.00
74 Self-Insurance Dental	78,801.35
	=====
TOTAL	1,193,361.21

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

A2M4SEEN LLP	Supplies	2,491.80
ACSO EMPLOYEE TRUST FUND	MISC.	764.00
ADAMSON POLICE PRODUCTS	Supplies	354.00
ALLEGIANI MORTUARY TRANSPORT LLC	Services And Other	5,830.00
ALLIED SECURITY HOLDINGS LLC	Services And Other	63,268.42
AMERICAN TARGET CO.	Supplies	1,090.50
AMERIGAS PROPANE LP	Services And Other	1,350.02
ANGELA ARNOLD	Services And Other	39.27
ANGELA ARNOLD	Supplies	10.84
ARAMARK CHICAGO LOCKBOX	Services And Other	5,632.00
ARAMARK CHICAGO LOCKBOX	Supplies	49,197.09
ARAPAHOE COUNTY	Services And Other	150.00
ARAPAHOE COUNTY SHERIFFS OFFICE	MISC.	321.42
ARAPAHOE LIBRARY DISTRICT	Services And Other	28,440.80
ARBOR OCCUPATIONAL MEDICINE	Services And Other	95.00
ASI MODULEX	Supplies	105.06
ASPIRE HR INC	Services And Other	427.50
AT&T MOBILITY II LLC	Services And Other	161.73
AVI SYSTEMS INC	Services And Other	17,450.00
BACKGROUND INFORMATION SERVICES INC	Services And Other	536.40
BASILINE ASSOCIATES INC	Services And Other	1,330.00
BATTERIES PLUS	Supplies	130.57
BATTERY SYSTEMS INC	Supplies	225.51
BC SERVICES, INC.	MISC.	854.86
BRIDGESTONE RETAIL OPERATIONS LLC	Services And Other	54.99
BRIDGESTONE RETAIL OPERATIONS LLC	Supplies	448.96
BROCK HOLLINGSWORTH	Supplies	500.00
BRUCKNER TRUCK SALES INC	Supplies	849.70
CALIFORNIA STATE DISBURSEMENT UNIT	MISC.	52.15



Board Summary Report

Date: March 15, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Abatements – I need 1 Resolution Numbers

Purpose and Recommendation

The purpose of this request is for the adoption of 1 resolution approving the recommendation of the hearing officer for an abatement petition originally denied by the Assessor's Office.

Background

This abatement was filed by petitioner and denied by the Assessor's Office. C.R.S. 39-1-113(1) states "... no decision on any petition regarding abatement or refund of taxes shall be made unless a hearing is had thereon. ..."

Discussion

The following abatement recommendation is a result of the above-mentioned hearing by the hearing officer.

Alternatives

None.

Fiscal Impact

Reduction in the amount of property taxes collected on an approved petition, and no decrease in the taxes collected on a denied petition.

Concurrence

The hearing officer and County Attorney support this recommendation.

Reviewed By

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

Petitioner/Parcel Address	Parcel Number	Year	Previous Value	New Value	Refund
10180 E Colfax LLC	1973-03-1-04-017	2014	\$6,643	\$6,643	\$0.00
10180 East Colfax Ave.					
M25					
M25. Petitioner/agent requested	an administrative denial.				

when the following proceedings, among others, were had and done to-wit:

RESOLUTION NO. 150XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2015; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petition (per attached list), presented this date to the Board and relating to the schedule number set forth therein, shall be and are hereby granted, the recommendation of the Assessor is hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year(s)	Refund
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The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: February 29, 2016
To: Board of County Commissioners
Through: Ron Carl, County Attorney
From: Barbara LeBlanc, Paralegal
Subject: Abatement

Request and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatement.

Background

These abatements were filed by petitioners and approved the Assessor's Office. C.R.S. 39-1-113(1) states. . ."no decision on any petition regarding abatements or refund of taxes shall be made unless a hearing is had thereon. . ."

Discussion

Attached in draft resolution

Alternatives:

None

Fiscal Impact

A decrease in the taxes collected on approval abatements.

Concurrence

The Assessor and County Attorney support these recommendations.

Reviewed by:

Barbara LeBlanc, Paralegal
Ron Carl, County Attorney

RESOLUTION NO. 160--- It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, March 15, 2016; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petition (per attached list), presented this date to the Board and relating to the schedule number set forth therein, shall be and are hereby granted, the recommendation of the Assessor is hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year(s)	Refund
All Recycling Inc C.R.S.39-10-114(1)(a)(l)(A) now allows errors by the property owner in the declaration to be abated	27399-48700-001	2012	\$16,119.12
Lazy KS Ranch This petition is based on "overvaluation" and the recommendation for approval is based on C.R.S.39-10-114(1)(l)(A)	1977-00-0-00-384	2014	\$10,919.79
Pajis Co Value is being adjusted to reflect ordered value on this parcel during same base year period.	1973-13-3-20-004	2013	\$29,192.22

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 15, 2016
To: Board of County Commissioners
Through: Corbin Sakdol, Assessor
From: Julia McQueen, Business Analyst
Subject: Abatements (1 Resolution Number)

Purpose and Recommendation

The purpose of this request is to obtain the authorization for the Chair to sign a resolution approving the recommendations of the Assessor concerning the listed abatements.

Background

These abatements were filed by the Assessor's Office. C.R.S. 39-1-113(1) states, "...no decision on any petition regarding abatement or refund of taxes shall be made unless a hearing is had thereon..."

Discussion

The following approved abatements are the recommendation of the Assessor.

Per attached listing

I NEED 1 RESOLUTION NUMBER

Alternatives

Fiscal Impact

A decrease in the taxes collected on approved petitions.

Concurrence

The Assessor and County Attorney support these recommendations.

Reviewed By

Ronald A. Carl, County Attorney
Corbin Sakdol, Assessor
Julia McQueen, Business Analyst

Consent Agenda 03/16/2016

Parcel/Schedule Number	Petitioner Name and Address	Year(s)	previous tax	new tax	refund
27394-24443-123	General Electric Credit Corp of Tennessee 4242 San Marco Dr.	2015	25,536.57	-	\$25,536.57
Duplicate assessment. Property was listed by Assessor's Office under two schedule numbers. C.R.S. 39-10-114.					
Totals			\$25,536.57	\$-	\$25,536.57

when the following proceedings, among others, were had and done to-wit:

RESOLUTION NO. 160 It was moved by Commissioner _____ and duly seconded by Commissioner _____ to adopt the following Resolution:

WHEREAS, the Board of County Commissioners of Arapahoe County met at a duly and lawfully called meeting held on Tuesday, _____, 2016; and

WHEREAS, the Board at that time considered Petitions for Abatement or Refund of Taxes as submitted by various taxpayers and as contained within an Agenda Memorandum to the Board; and

WHEREAS, applicable procedures, due process, and requirements of notice were followed pursuant to Sections 39-1-113 and 39-10-114, C.R.S.; and

WHEREAS, no Petitioners or representatives of the Arapahoe County Assessor were present, although both parties were afforded notice; and

WHEREAS, the Board received comments from the County Attorney, received exhibits and reviewed the record as represented by an Agenda Memorandum summarizing the Petitions and the Arapahoe County Assessor recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Arapahoe County as follows:

1. That the Petition (per attached list), presented this date to the Board and relating to the schedule number set forth therein, shall be and are hereby granted, the recommendation of the Assessor is hereby adopted and abatements or refunds in the amounts approved by the Assessor are hereby approved by the Board.

Petitioner	Parcel Number	Year(s)	Refund
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The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.



BOARD SUMMARY REPORT

Date: March 8, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Amend Resolution No. 160113 adopted on February 9, 2016 and approve the appointment of Littleton City Councilman Bill Hopping to fill a Public Sector vacancy on the Community Services Block Grant Advisory Committee.

Purpose and Recommendation

Amend Resolution No. 160113 adopted on February 9, 2016 and approve the appointment of Littleton City Councilman Bill Hopping to fill a Public Sector vacancy on the Community Services Block Grant Advisory Committee. Councilman Hopping's term will expire February 14, 2017.

Background

This committee advises the Board of County Commissioners concerning the administration of the Arapahoe County Community Services Block Grant Program, pursuant to the Community Services Block Grant Act, Public Law 105-285, Sec. 676B, 42 U.S.C. 9910, as amended.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Office Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160 It was moved by Commissioner _____ and duly seconded by Commissioner _____, pursuant to Resolution No. 232-83, adopted by the Board of County Commissioners on March 1, 1983, which initially established a Community Services Block Grant Advisory Committee and pursuant to the Community Services Block Grant Act (42 USC 9901 et seq.) and the requirements of the Colorado Department of Local Affairs, the Board hereby amends Resolution No. 160113 adopted on February 9, 2016 and appoints Littleton City Councilman Bill Hopping, as a Representative of the Public Sector, to the Community Services Block Grant Advisory Committee.

Said appointee shall serve a one-year term which expires February 14, 2017, at the pleasure of the Board of County Commissioners and said appointee may be removed at any time by action of the Board with or without good cause shown.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



BOARD SUMMARY REPORT

Date: March 8, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Amend Resolution No. 160116 approved on February 9, 2016 and recommend that Barbara Boyer be considered for appointment to the Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging to fill a vacant seat, with her term to expire February 14, 2017.

Purpose and Recommendation

Amend Resolution No. 160116 approved on February 9, 2016 and recommend the appointment of Barbara Boyer to fill a vacancy on the Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging. Barbara's term will expire February 14, 2017.

Background

The Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging (mandated by the Older Americans Act of 1965) represents the needs of older people, with special emphasis on the needs of those persons in greatest social and/or economic need. Major responsibilities of the Advisory Committee are to: sponsor and conduct public hearings, conferences, and other meetings designed to obtain and publicize information related to the problems, needs, accomplishments, and interests of the elderly; sponsor and conduct all official Area Plan public hearings; advise the DRCOG Aging Services Division in the development of the Area Plan and its annual amendments by reviewing data on the needs of older people and recommending policies to DRCOG on the needs of older people.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Office Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160 It was moved by Commissioner and duly seconded by Commissioner to recommend the appointment of Barbara Boyer to the Denver Regional Council of Governments (DRCOG) Advisory Committee on Aging.

Said appointee shall serve a term which expires on February 14, 2017. Said appointee shall serve at the pleasure of the Board of County Commissioners and may be removed at any time, by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
COLORADO'S FIRST

BOARD SUMMARY REPORT

Date: March 15, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Amend Resolution No. 160124 adopted on February 9, 2016 and appoint Robert Eshelman to fill a vacancy on the Fair Planning Committee.

Purpose and Recommendation

Amend Resolution No. 160124 adopted on February 9, 2016 and appoint Robert Eshelman to fill a vacancy on the Fair Planning Committee, which three-year appointment will expire on February 12, 2019.

Background

The Fair Planning Committee plans and manages the annual 4-H project completion events and open class events for the Arapahoe County Fair. The County's Extension staff advises this group. There are 12 members who serve on this committee.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Office Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160 It was moved by Commissioner and duly seconded by Commissioner to amend Resolution No. 160124 adopted on February 9, 2016 and hereby appoint Robert Eshelman to serve on the Fair Planning Committee to fill a vacancy, which three-year appointment will expire on February 12, 2019. Said appointee shall serve at the pleasure of the Board of County Commissioners and said appointee may be removed at any time by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 15, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Approval of Arbitration Stipulations

Purpose and Recommendation

The purpose of this request is for the adoption of a resolution approving the Arbitration stipulations listed below.

Background

These stipulations are the result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling an arbitration request of taxpayer’s protest.

Discussion

The following schedule numbers have been stipulated to (for the tax years 2015/2016):

Property Owner	Parcel Number	Reason	Original Value	Stipulated Value
MG-Panorama, LLC	2075-34-2-30-001	1.	\$22,750,000	\$19,100,000
MG-Panorama, LLC	2075-34-2-29-001	2.	\$2,750,420	\$2,337,857
MG-Panorama, LLC	2075-34-2-31-002	2.	\$2,151,860	\$1,829,081
Littleton Station LLC	2077-16-3-30-015 2077-16-3-30-016 2077-16-3-30-017 2077-16-3-30-020 2077-16-3-30-023 2077-16-3-30-024 2077-16-3-30-025	3.	\$2,840,100	\$2,732,000

Littleton Station LLC	2077-16-3-29-003	3.	\$3,912,800	\$3,842,000
	2077-16-3-29-004			
	2077-16-3-29-005			
	2077-16-3-29-006			
	2077-16-3-29-007			
	2077-16-3-29-009			
	2077-16-3-29-010			

Reasons

1. Review of the subject lease and verification of correct subject square footage indicate that an adjustment to this value is correct.
2. Comparable market sales indicate adjustment to \$8.50/sf is correct.
3. Comparable market sales indicate adjustments to these values are correct.

Alternatives

Let protest proceed to arbitration for a decision. This would involve unnecessary time and expense for the County and the taxpayer.

Fiscal Impact

Minimal. Reduction in the amount of property taxes collected for the above listed properties.

Concurrence

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

Reviewed By

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 150XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following property tax Arbitration for tax year XXXX:

Petitioner	Parcel Number
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After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioners agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulation. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulation.

The Board directs the Clerk to the Board to advise the Petitioners of the action taken by the Board on this date.

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 15, 2016
To: Board of County Commissioners
Through: Ronald A. Carl, County Attorney
From: Karen Thompsen, Paralegal
Subject: Approval of BAA Stipulation (1 Resolution Number)

Request and Recommendation

The purpose of this request is for the adoption of a resolution approving the Board of Assessment Appeals (BAA) stipulations listed below.

Background

These stipulations are a result of an agreement reached between the taxpayer and the County regarding a reduction in the amount of property tax owed, settling tax protests filed with the BAA.

Discussion

The following BAA docket number has been stipulated to for the tax year indicated below.

Tax Year	Docket #	Property Owner	Property Address	Reason	Original Value	Stipulated Value
2015/ 2016	66143	University Pre-School & Kindergarten, Inc	350 East Orchard Road	1.	\$474,200	\$375,000
2015/ 2016	66153	6950 S Polo Ridge Drive Trust	6950 S Polo Ridge Drive	1.	\$1,400,000	\$1,200,000
2015/ 2016	66224	Kingsborough Crossing, LLC	16860 and 16880 East Iliff Avenue	4.	\$3,794,000	\$3,513,000
2015/ 2016	66245	Pacific Instruments	6200 South Troy Circle	2.	\$1,778,000	\$1,750,000
2015/ 2016	66280	MKM Properties	242 and 262 Havana Street, and Vacant Land	2.	\$2,636,700	\$2,626,000
2015/ 2016	66395	David D Mandarich	12 Cherry Hills Park Drive	3.	\$9,016,300	\$8,500,000
2015/ 2016	66401	McCain, LLC	4501 South Navajo Street	2.	\$964,000	\$778,000
2015/ 2016	66413	Southpark Lane LLC	8152 Southpark Lane	2.	\$1,864,000	\$1,680,000

2015/ 2016	66426	Paraclete LLC	9085 East Mineral Circle	1.	\$330,330	\$287,980
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Reasons

1. Comparable market sales indicate that adjustment to this value is correct.
2. Income approach indicates adjustment to this value is correct.
3. Comparable market sales and adjustment of subject quality grade indicate that an overall adjustment to this value is correct.
4. Income approach based on actual income and expenses indicates an adjustment to this value is correct.

Alternatives

Let protest proceed to the BAA for a decision. Said alternative would involve unnecessary time and expense for the County and the taxpayer.

Fiscal Impact

Reduction in the amount of property taxes collected for the above listed properties.

Concurrence

The negotiator for the County Board of Equalization, the County Assessor and the County Attorney all support this recommendation.

Reviewed By:

Ronald A. Carl, County Attorney
Karen Thompsen, Paralegal

RESOLUTION NO. 150XXX It was moved by Commissioner _____ and duly seconded by Commissioner _____ to authorize the Arapahoe County Attorney to settle the following Board of Assessment Appeals Cases (Docket Numbers), for the tax years listed below:

Docket #	Property Owner	Tax Year
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After review by the County Attorney's Office, in conjunction with the Arapahoe County Assessor's Office and the Petitioners, evidence was submitted which supported the Stipulation and Petitioner agreed to a new value. The Assessor has recommended approval pursuant to the terms contained within the Stipulations. Based upon the evidence submitted to the Board on this date, the Board has no reason not to concur with the proposed Stipulations.

The vote was:

Commissioner Bockenfeld, Yes; Commissioner Doty, Yes; Commissioner Holen, Yes; Commissioner Jackson, Yes; Commissioner Sharpe, Yes.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: February 23, 2016

To: Board of County Commissioners

Through: Shannon Carter, Open Spaces Department Director

From: Josh Tenneson, Grants and Acquisitions Manager

Subject: Joint Project Proposal – South Suburban Parks and Recreation District – Sumac Hill Farm Conservation Easement Acquisition

Request and Recommendation:

The recommendation from Open Spaces staff and the Open Space Trails Advisory Board (“OSTAB”) to the Board of County Commissioners is to approve the expenditure of up to \$300,000 in Joint Project funds for the project, contingent on the contribution of other partner funds and the execution of an intergovernmental agreement between Arapahoe County and South Suburban Parks and Recreation District.

This project proposal was heard by the Board of County Commissioners at a study session on March 7, 2016.

Background:

Arapahoe County pledged \$10 million of “joint project funding” from the Open Space Acquisition and Development Fund for use on the High Line Canal via the High Line Canal Working Group. Approximately \$7.5 million remains unspent/unallocated from the pledge. The Working Group, at its October 2015 meeting, agreed that \$300,000 of the remaining pledged funds should go to support the acquisition of a conservation easement on Sumac Hill Farm.

The goal of this project is to acquire a conservation easement on 10.915 acres of private property located at 6100 S. Gilpin Street. The property is adjacent to the High Line Canal and SSPRD’s DeKoevend Park. The conservation easement will make a small portion of the property permanently available to the public for a scenic overlook accessible from the High Line Canal Trail. The overlook will provide views across the property to the Rocky Mountains and Mount Evans to the west. Big Dry Creek traverses the length of this property, which enhances the riparian and wildlife values of the adjacent park properties.

Links to Align Arapahoe:

- Increase Intergovernmental Cooperation
- Increase Community and Regional Partnerships
- Improve Park, Trail and Open Space Opportunities
- Improve Customer Experience
- Optimize Use of Resources
- Enhance Quality of Life

Discussion:

The proposed Sumac Hill Farm Conservation Easement acquisition is supported by the High Line Canal Working Group and the City of Centennial. It preserves conservation values, protects riparian areas, preserves open space, provides a buffer from potential development, and connects to SSPRD’s DeKoevend Park. The acquisition meets many of the goals and conservation values outlined in the High Line Canal Working Group’s statement of purpose, including:

- To identify and pursue open space properties near the High Line Canal that enhance conservation values.
- To identify and improve connectivity along the trail and to other corridors near the Canal.
- To preserve and enhance the overall trail experience.
- The protection of adjacent and complementary open space properties to open up the existing character of the Canal that spans multiple jurisdictions.
- The preservation and enhancement of wildlife habitat and migration routes.
- The preservation of views and vistas.

The Trust for Public Land (TPL) negotiated a purchase price of \$1,100,000 for the conservation easement with the landowners, which is less than the appraised value of the property interest. The project will result in a conservation easement that will be held by the County that permanently protects the 10.915-acre Sumac Hill Farm. Without the easement, the property could be subdivided into five separate lots and developed into five single family homes. SSPRD and Centennial wish to purchase the easement to reduce this development potential to a single story, 3,000 square foot residence, with no future subdivision of the property. The conservation easement will be structured so that it does not preclude the possibility of additional forms of public access on the property in the future.

Partner Contributions for the Conservation Easement Acquisition:

South Suburban	\$394,000
Centennial	\$394,000
South Metro Land Conservancy	\$12,000
Landowner Donation	\$107,500
Arapahoe County Open Space	\$300,000
Total	\$1,207,500

In addition to the contributions listed above, the Trust for Public Land will contribute \$33,000 in cash and in kind services to complete the real estate due diligence items necessary to complete the conservation easement acquisition.

Alternatives:

Delay, modify or deny funding.

Fiscal Impact:

The Open Space Resolution authorizes the County to contribute funds from the Open Space Sales and Use Tax for eligible joint projects between the County and municipalities or other governmental entities in the County. County support for this project in the amount of \$300,000 will come from the Open Space Acquisition and Trails fund. The fund balance exceeds this amount. The County will not incur annual maintenance cost for this project.

Concurrence:

Please see attached recommendation from OSTAB.

Attorney Comments:

None

Reviewed By:

Josh Tenneson

Grants and Acquisitions Manager

Shannon Carter, Director

Intergovernmental Relations and Open Spaces

Tiffanie Bleau

Assistant County Attorney

Janet Kennedy, Director

Finance

Attachments:

1. OSTAB Recommendation – December 7, 2015
2. Sumac Hill Farm Conservation Easement Acquisition Joint Project Request, dated December 2015

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve a request for funding in the amount of up to \$300,000 in Joint Project funds for the Sumac Hill Conservation Easement Acquisition project, contingent on the contribution of other partner funds and the execution of an intergovernmental agreement between Arapahoe County and South Suburban Parks and Recreation District as presented to the Board of County Commissioners on this date.

The vote was:

Commissioner Bockenfeld,; Commissioner Doty,; Commissioner Holen,; Commissioner Jackson,; Commissioner Sharpe,.

The Chair declared the motion carried and so ordered.



ARAPAHOE COUNTY
PROTECT. CONNECT. ENJOY.

OSTAB Recommendation

Date: December 7, 2015

To: Board of County Commissioners

From: Open Space Trails and Advisory Board (OSTAB)

Subject: Joint Project Proposal – South Suburban Parks and Recreation District – Sumac Hill Farm Conservation Easement

OSTAB Recommendation – After considering the request from South Suburban Parks and Recreation District as an action item on this date, OSTAB recommends to the BOCC expenditure of up to \$300,000 of Arapahoe County Open Space Acquisition and Development funds toward the Sumac Hill Farm Conservation Easement project, subject to full funding from all other sources and execution of an IGA.

Motion by: Beverly Bradshaw

Seconded by: Ron Weidmann

Vote: 7 Yes
 0 No
 0 Abstain
 0 Absent and Excused



South Suburban
PARKS AND RECREATION



City of Centennial

**South Suburban Parks and Recreation
City of Centennial
Sumac Hill Farm Conservation Easement Acquisition
Joint Project Proposal to
Arapahoe County Open Spaces**



December 2015



South Suburban
PARKS AND RECREATION

November 23, 2015

Arapahoe County Open Space and Trails Advisory Board
6934 S. Lima Street, Unit A
Centennial, CO 80112

Re: Sumac Hill Farm Conservation Easement Acquisition-Joint Project Proposal Grant

Ladies and Gentlemen:

South Suburban Park and Recreation District, City of Centennial, Trust for Public Lands and South Metro Land Conservancy are pleased to submit a Joint Project Proposal Request for Arapahoe County Open Spaces Funding for the Sumac Hill Farm Conservation Easement Acquisition. As members of the High Line Canal Working Group, we are committed to the enhancement of the High Line Canal Trail in the South Suburban area.

This conservation easement acquisition is a combined effort to accomplish the conservation goal of the Working Group by "pursuing open space properties near the High Line Canal that enhance the Working Group's conservation values." This acquisition is a key regional conservation effort to preserve and enhance the overall recreation experience along the High Line Canal corridor.

The Arapahoe County Open Spaces Joint Projects funding is crucial to making this acquisition possible and without the funding the preservation of this key parcel will not be realized.

I certify that I am authorized to sign on behalf of the applicant and if awarded the Joint Project funding for this project, the applicant will comply with Arapahoe County's requirements for the Joint Project administration, including matching, due diligence, and reporting requirements.

Sincerely,

Rob Hanna
Executive Director

Administrative Office
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
ssprd.org

Board of Directors
John K. Ostermiller, Chair

Susan M. Rosser
Pamela M. Eller
Michael T. Anderson
Scott A. LaBrash

Executive Director
Rob Hanna

Part 3: Project Summary

- **Abstract**

This request is for \$300,000 in Arapahoe County Open Space Joint Project funding to purchase the 10.915-acre Sumac Hill Farm Conservation Easement located at 6100 S. Gilpin Street, Centennial, for the purposes of preserving open space, protecting scenic viewsheds, conserving watershed and wildlife habitat of Big Dry Creek, and creating a permanent scenic overlook accessible from the High Line Canal trail.

- **Scope of Project**

Joint Project funds of \$300,000 would be leveraged with funds from South Suburban Parks and Recreation (South Suburban), City of Centennial, and South Metro Land Conservancy to purchase a conservation easement on the Sumac Hill Farm property. The Trust for Public Land (TPL) has an option agreement to purchase a conservation easement from the Smedley family. TPL is a national, nonprofit organization that conserves land for people to enjoy as parks, gardens, natural areas and open space. TPL negotiates details of the transaction and pays for an appraisal, title work and closing costs. A conservation easement appraisal was performed and the value was determined to be \$1,207,500. The Smedley family has agreed to a bargain sale price of \$1,100,000 and will donate the difference as a land value donation.

- **Location**

The Sumac Hill Farm Property is located at 6100 S. Gilpin Street in incorporated Arapahoe County (County Commission District #1) in the City of Centennial. The nearest cross streets are E. Maplewood Avenue and S. Franklin Street, just south of E. Orchard Road. Please see the attached location map.

- **Expected Results**

This project will result in a conservation easement permanently protecting the 10.915-acre Sumac Hill Farm. Without this easement in place, the property could be subdivided and developed into five single family homes. South Suburban and Centennial wish to purchase a conservation easement that will reduce this development potential to a single story, 3,000 ft² home within the current building envelope, with no future subdivision of the property. This project has regional significance and will benefit the 300,000 residents of Arapahoe, Denver, Douglas, and Adams counties that live within a mile of the High Line Canal and countless visitors who use it regularly as a way to reconnect with nature, jog, bike, stroll, ride horses, view wildlife, and commute.

- **Public Benefit**

This project will preserve the scenic views of the Front Range from High Line Canal trail and provide a permanent resting area that offers views of Mt. Evans and the Front Range. The conserved property will also buffer South Suburban Park and Recreation's DeKoevend Park, and will protect the watershed and wildlife habitat of Big Dry Creek. The family will continue its operation and management of the property, which includes public horseback riding lessons, and potentially offer additional opportunities for Class offerings through SSPRD such as Preschool Horsemanship and Bee Keeping.

- **Partner Contributions**

The purchase price for a conservation easement on the Sumac Hill Farm is \$1,100,000: \$394,000 from South Suburban, \$394,000 from Centennial, and \$12,000 from South Metro Land Conservancy to match \$300,000 from Arapahoe County Joint Project funds if approved. Additional due diligence and project costs will be paid by The Trust for Public Land.

- **Expected Time of Completion**

The option agreement runs through early March 2016 and the required due diligence is complete. If Joint Project funding is secured, closing is anticipated in early 2016.

Part 4: Relevance to Existing Plans

- **County Comprehensive Plan**

This project helps implement the Open Space, Parks and Trails section of Arapahoe County's Comprehensive Plan, which recommends "using open space as a means to help direct growth, maintain rural character, conserve wildlife habitat, create edges to the urban environment and provide opportunities for education, scientific research, wildlife observation, hiking and passive and active recreation activities." Several open space goals and policies will also be achieved through this project, including:

Goal OS 1 –Develop a Countywide Open Space, Parks and Trails System

Arapahoe County will have a countywide connected system of open space, and will contain parks, trails and recreation facilities in Growth Areas that provide active and passive recreation opportunities for County residents.

Policy OS 1.1 – System of Connected Countywide System of Open Space, and Public Parks and Trails

Arapahoe County will work to improve a connected system of open space and increase residents' access to public parks and trails in Growth Areas.

- **County Open Space Resolution**

Established in 2003 and extended in 2011, this project aligns with the objectives stated in the County Open Space Resolution, including:

- Preserve urban and rural open space and natural areas – The property is located in District 1 in a rural enclave in Centennial. If listed on the residential real estate market, it is highly likely that the property would be subdivided and developed with five homes, impacting the user experience along the adjacent High Line Canal trail and DeKoevend Park.
- Protect lands that preserve water quality in rivers, lakes and streams – Big Dry Creek traverses the southwest portion of the property, and the site contains mature trees and riparian flora and fauna, which would be impacted if the property was developed
- Provide, maintain and improve neighborhood parks, open space, sports fields, picnic facilities, and biking, walking and multi-use trails – This property protects open space adjacent to the well-used High Line Canal trail and buffers the open space at DeKoevend Park.
- Protect wildlife habitat and corridors – The wildlife that frequent Big Dry Creek and live in the surrounding open space would be disturbed if there was residential development on this property.
- Protect views, vistas and ridgelines – Perhaps the most critical aspect of this project, a conservation easement on Sumac Hill Farm would permanently protect the views of the Front Range from High Line Canal trail.

- Preserve agricultural and ranch lands – Though this objective was primarily intended to apply to eastern Arapahoe County, this project preserves a family-owned horse property that offers riding lessons to students of all ages and abilities, and produces local, organic honey.

- **County Open Space Master Plan**

As stated in the Master Plan, the County's goal for incorporated areas is to work in cooperative partnerships with its municipal partners to identify, conserve, design and improve open spaces, parks and trails. Over the past ten years, the western portion of Arapahoe County has grown tremendously, and the Master Plan Framework's focus for the western third of the County is to close gaps in the existing open space, parks and trails system in order to meet the current and future needs of residents. An additional goal for this portion of the County is to work with "local communities to identify, preserve and sustain a number of smaller 'treasured' landscapes throughout the south metro area." Sumac Hill Farm and the surrounding valley that's encircled by the High Line Canal is certainly one of these treasured landscapes. Dense residential development lines the exterior of the High Line Canal in this area and the proposed conservation easement is an opportunity for the County to join South Suburban, Centennial, and other partners to protect this special place by preventing more development.

- **County Joint Project Criteria and the High Line Canal Working Group**

The Sumac Hill Farm Conservation Easement is supported by the High Line Canal Working Group's (HLCWG) project task group, South Suburban and the City of Centennial. The stated purpose of the High Line Canal Working Group is that the group is "a collaborative effort to secure funding for - and implement - projects that will help enhance and protect the unique recreation experience along the High Line Canal." This project meets many of the goals and conservation values outlined in the group's statement of purpose.

Specifically this acquisition addresses the following goals:

- To identify and pursue open space properties near the High Line Canal that enhance conservation values.
- To identify and improve connectivity along the trail and to other corridors near the Canal.
- To preserve and enhance the overall trail experience.

The acquisition also supports the following conservation values outlined in the statement of purpose:

- The preservation of views and vistas.
- The enhancement of the public's sense of place.
- The preservation and enhancement of recreational opportunities for all citizens.
- The protection of adjacent and complementary open space properties to open up the existing character of the Canal that spans multiple jurisdictions.
- The preservation and enhancement of wildlife habitat and migration routes.

- **Agency Plans and/or other Strategic Plans**

The 2007 Parks, Open Space, Trails and Recreation Master Plan shows this parcel as a potential opportunity to acquire additional open space within the City of Centennial. The master plan states, "Outright acquisition is not the only mechanism that could be employed to preserve these key areas. Other mechanisms include conservation partners such as the Trust for Public Lands."

Part 5: Detailed Discussion

Need and Urgency:

It is imperative to pursue acquisition and protection of open space properties along the High Line Canal as they become available because there are limited remaining opportunities. Vacant parcels are scarce

and will continue to diminish as the metro-area population grows. South Suburban has been in discussions with the Smedley family about protecting Sumac Hill Farm for many years and the family is finally interested in moving forward with a conservation easement. The partners believe this could be the only window of opportunity to complete the project and future generations might not be as interested in preservation.

Goals:

The goal of this project is to permanently preserve the open space, scenic viewsheds, and watershed of the 10.915-acre Sumac Hill Farm through a conservation easement. The project will also secure the location for a long-planned scenic overlook accessible from the High Line Canal trail.

Expected User Groups:

Located in the western portion of Arapahoe County, this property adjoins one of the most well used sections of the High Line Canal. In addition to the numerous residents that walk and bike on the trail daily, it is adjacent to DeKoevend Park and just a short walk from the Goodson Recreation Center, which has approximately 821,032 annual visitors.

Process Used to Evaluate Project:

As mentioned above, this property has been on South Suburban's radar for decades. It was presented to the High Line Canal Working Group as a potential opportunity in 2012 and The Trust for Public Land has been cultivating the landowner for the past several years to bring the project to fruition. South Suburban and Centennial evaluated the project internally and included funds for the project in their 2015 budgets.

Planning Efforts to Date:

Once the landowner signed an option agreement, The Trust for Public Land initiated the due diligence process, beginning with title review and a survey of the property. An appraisal for the conservation easement was completed in August 2015 and the Baseline Inventory and Phase I Environmental Assessment will be complete in November 2015. There have been no pre-planning costs paid by South Suburban or Centennial, however The Trust for Public Land has incurred costs associated with the due diligence required for the purchase.

Environmental Considerations:

The property is bordered by the High Line Canal on the north and east side and DeKoevend Park follows the southern edge. It has views of the Front Range to the west and Big Dry Creek runs through the southwest corner of the property. A favorite destination for local wildlife, Great horned owls, red-tailed hawks and falcons frequent the treed areas, frogs, toads, minnows and crawfish live in the creek, and deer, raccoons, rabbits and coyotes traverse the property on any given day. The Sumac Hill Farm also has four resident Appaloosas, who graze the property and keep weeds at a minimum.

Inclusivity:

Future improvements planned at the scenic overlook will be designed in accordance with the Americans with Disabilities Act (ADA).

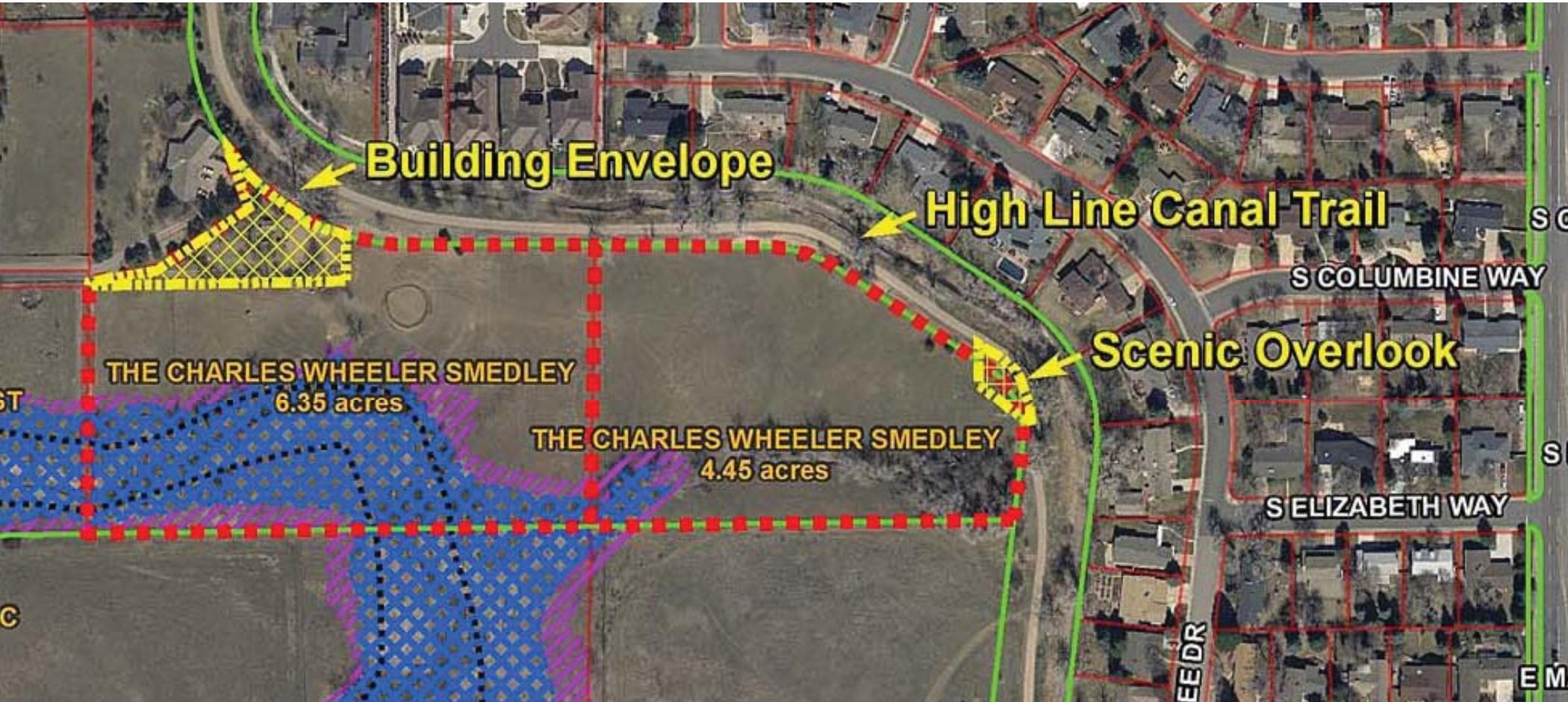
Connectivity:

The Sumac Hill Farm Property is located at 6100 S. Gilpin Street in incorporated Arapahoe County in the City of Centennial. The property is adjacent to DeKoevend Park and the High Line Canal, which will provide access to the planned scenic overlook.

Long-term sustainability and maintenance:

Because this project is a conservation easement acquisition, the long-term maintenance and management of the site will be the responsibility of the private landowner. The scenic overlook will be managed and maintained by South Suburban, and if approved, Arapahoe County will be responsible for annual monitoring of the conservation easement.

Part 6-Parcel Map



Part 7: Photos



View of the property and the Front Range from the High Line Canal trail.



Sketch of the proposed scenic overlook.

Part 8: Timeline

Timeline			
Task	Estimated Hours and/or Expected Date to Complete	Responsible Person/Group	Measurable Objective/Deliverable
Funding approval by OSTAB	December 2015	South Suburban/Centennial	Approval
Funding approval by BOCC	January 2016	South Suburban/Centennial	Approval
Review of due Diligence	January 2016	South Suburban/Centennial/Arapahoe County	Approval
Review of final CE language	January 2016	Arapahoe County/TPL	Approval
Closing	February 2016	Arapahoe County/TPL	Recorded CE
Estimated TOTAL Hours and/or Final Date of Completion	February 2016		

Part 9: Commitments and Official Support



October 21, 2015

Re: Sumac Hill Farm conservation easement

Dear High Line Canal Working Group:

On behalf of the City of Centennial's Open Space Advisory Board, please accept this letter of support for the acquisition of a conservation easement at Sumac Hill Farm.

The acquisition of the conservation easement at the farm property represents a rare opportunity to permanently protect a significant property along the High Line Canal and trail. The property offers magnificent views and the potential for a relaxing stop along the trail. Its location adjacent to deKoevend Park would undoubtedly enhance the park and add another valuable open space amenity to serve the area.

The City of Centennial recognizes the importance of partnerships in addressing parks, trails, and open space needs for our shared community. The High Line Canal Working Group would be a valuable partner in protecting and enhancing this unique regional corridor. Thank you for your support for the project.

Sincerely,

A handwritten signature in cursive script that reads "Karen Hamilton".

Karen Hamilton, Chair
Open Space Advisory Board
City of Centennial



Shannon Carter
Arapahoe County Open Spaces

November 13, 2015

Dear Mr. Carter,

South Metro Land Conservancy has pledged to commit \$12,000 towards the Sumac Hill project. This action has been voted on by the board and approved unanimously.

The Trust for Public Land has an option to purchase a conservation easement on the property that would prevent future residential and commercial development along the Canal and provide a buffer to South Suburban Park and Recreation District's DeKoevend Park, while allowing the family to continue its operation and management of the property.

SMLC feels this is an important addition to the Highline Canal corridor. We are pleased to join The Trust for Public Land, South Suburban Park and Recreation District, Arapahoe County, and the City of Centennial in this effort.

Sincerely,

John Hershey
SMLC President

P.O. BOX 456

Littleton, CO 80160



November 18, 2015

Arapahoe County Open Spaces
6934 S Lima Street
Centennial, CO 80112

Colorado Office
1410 Grant Street
Suite D210
Denver, CO
80203
T: 303.837.1414
F: 303.837.1131
tpl.org

RE: Sumac Hill Farm

Dear Arapahoe County Open Spaces, OSTAB Members and Board of County Commissioners,

The Trust for Public Land strongly supports the \$300,000 Joint Project request from South Suburban Parks and Recreation and the City of Centennial for the Sumac Hill Farm Conservation Easement. By limiting future development on this property, this conservation easement will protect the watershed of Big Dry Creek and the surrounding wildlife habitat, buffer DeKoevend Park, and preserve mountain views from the adjacent High Line Canal for the thousands of residents and visitors who regularly use this section of the trail as a way to reconnect with nature, jog, bike, stroll, ride horses, view wildlife, and commute.

This property has been a conservation priority for South Suburban for decades and was identified as a potential project by the High Line Canal Working Group. For the past several years, The Trust for Public Land has worked in partnership with South Suburban, Centennial, and Arapahoe County to bring this project to fruition, and has committed staff time and financial resources to pay for the necessary due diligence. We urge you to approve this application and to grant the full request of \$300,000 to help achieve this important land protection project. Thank you in advance for your serious consideration of this grant proposal.

Regards,

A handwritten signature in blue ink, appearing to read "James R. Petterson".

James R. Petterson
Colorado State Director

HIGH LINE CANAL WORKING GROUP

November 25, 2015

Arapahoe County Open Space & Trail Advisory Board
c/o Arapahoe County Open Spaces Program
6934 S. Lima Street, Suite A
Centennial CO, 80112

Dear Members of OSTAB:

As members of the High Line Canal Working Group, we are writing in support of South Suburban Parks & Recreation District's request for \$300,000 to help purchase a conservation easement on Sumac Hill Farm in Centennial. Centennial and South Suburban will each contribute \$400,000 for a total of \$1.1 million for the purchase. South Metro Land Conservancy is contributing \$12,000 towards the purchase of the easement and the landowners have agreed to donate approximately \$100,000 of the property value.

Purchasing the easement has been a long-time goal of SSPRD with the working group discussing the importance of the parcel and the merits of purchasing an easement on a number of occasions. The project is on the working group's project list. The working group received a presentation from the project partners at our most recent meeting in October. This letter is to support the specific request for funding from Arapahoe County.

Acquiring open space parcels and easements was an original goal of the High Line Canal Working Group as a way of enhancing and protecting the unique recreational experience along the High Line Canal. Unfortunately, opportunities to act on acquisitions and easements have not been as frequent as we originally expected when the working group was formed. This is an opportunity to make sure that this beautiful parcel, that is adjacent to the High Line Canal and near other recreational amenities, is not subdivided or further developed.

We hope that you will give the proposal every consideration.

Sincerely,

Members of the High Line Canal Working Group
(Please find the membership list on the next page.)

HIGH LINE CANAL WORKING GROUP

High Line Canal Working Group Members:

The High Line Canal Working Group includes consensus members who are elected officials and senior staff from the following public entities:

Arapahoe County

- Nancy Sharpe, Commissioner
- Nancy Jackson, Commissioner (alternate)
- Shannon Carter, Open Spaces Program

City of Centennial

- Vorry Moon, City Council
- Daniel Krzyznowski, Principal Planner

City and County of Denver

- Kendra Black, City Council
- Jay Henke, Parks and Recreation Department

Douglas County

- Jill Repella, Commissioner
- Randy Burkhardt, Parks, Trails & Building Grounds

Highlands Ranch Metropolitan District

- Carrie Ward, Parks, Recreation & Open Space

South Suburban Parks and Recreation District

- Pam Eller, Board of Directors
- Rob Hanna, Executive Director

City of Aurora

- Bob LeGare, City Council
- Tracy Young, Parks, Recreation & Open Space

City of Cherry Hills Village

- Laura Christman, Mayor
- Jay Goldie, Public Works

Denver Water

- Brandon Ransom, Recreation

City of Greenwood Village

- Denise Rose, City Council
- Suzanne Moore, Parks, Trails & Recreation

City of Littleton

- Bruce Beckman, City Council
- Mike Braaten, Deputy City Manager

The High Line Canal Working Group also includes the participation of the following

Arapahoe County Open Space & Trails Advisory Board

Sharon Powers

Aurora Open Space Advisory Board

Michael Rosser

Cherry Hills Land Preserve

Klasina VanderWerf

High Line Canal Preservation Association

Tom Waymire

High Line Canal Conservancy

Harriet LaMair

South Metro Land Conservancy

Bobbie Sheffield

Trust for Public Land

Justin Spring

OPTION AGREEMENT
(Sumac Hills Farm Ranch)

This is an Agreement with the Effective Date as provided below by and between THE STEPHEN CHARLES SMEDLEY TRUST, dated April 22, 2014 and THE THOMAS VICKERS SMEDLEY TRUST, dated April 22, 2014 (collectively the "Seller"), and THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation authorized to do business in Colorado ("Buyer").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

Charles Wheeler Smedley Trust
c/o Tom Smedley
Sumac Hill Farm
6100 S. Gilpin Street
Centennial, CO 80121
Tel: (303) 667-0443
Email: smedleycog7@aol.com

Copy of any notice to Seller should also be sent to:

Lohf Shaiman Jacobs Hyman & Feiger PC
950 South Cherry Street, Suite 900
Denver, CO 80246
Tel: (303) 753-9000
Fax: (303) 753-9997
Email: cjacobs@lohfishaiman.com

BUYER:

The Trust for Public Land
1410 Grant Street #D210
Denver, CO 80203
Attn: Hillary Merritt
Tel: (303) 867-2332
Fax: (303) 837-1131
Email: hillary.merritt@tpl.org

Copies of any notice to Buyer should also be sent to:

The Trust for Public Land
607 Cerrillos Road, Suite F-1
Santa Fe, NM 87505
Attn: Peter N. Ives, Esq.
Tel: (505) 988-5922
Fax: (505) 988-5967
Email: peter.ives@tpl.org

B. Seller is the owner of certain real property consisting of approximately 9.5 acres, more or less, located in Arapahoe County, Colorado, commonly known as the Sumac Hill Farm, and more particularly described in Exhibit A hereto. Seller desires to sell to Buyer and Buyer desires to buy from Seller a deed of conservation easement (the "Property" or the "Conservation Easement") to cover said 9.5 acres, more or less, of real property (the "Real Property");

C. Buyer is a conservation organization having among its purposes the acquisition on

behalf of the public of open space, scenic, historic, and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

D. Seller acknowledges that Buyer is entering into this Agreement in its own right and that Buyer is not an agent of any governmental agency or entity.

E. Seller believes that the Purchase Price for the Conservation Easement, which is specified in this Agreement, is below fair market value. Seller intends that the difference between the Purchase Price and fair market value shall be a charitable contribution to Buyer. However, Buyer makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Seller will obtain independent counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code. To the extent that the Purchase Price is below the fair market value, the parties agree that it does not reflect the existence of defects in the Real Property or the Conservation Easement, such as environmental conditions requiring remediation, known to Seller or Buyer.

F. Seller understands and acknowledges that Buyer shall be transferring and assigning the Conservation Easement along with its rights and obligations to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold Conservation Easement under applicable state statutes or the laws of the United States. The assignment is to be made to the Colorado Cattlemen's Agriculture Land Trust.

G. Buyer is a qualified organization under Section 170(h) of the Internal Revenue Code and is authorized to acquire, hold and transfer the Conservation Easement.

THE PARTIES AGREE AS FOLLOWS:

1. Option. In consideration of the payment by Buyer to Seller of One Hundred Dollars (\$100.00) (the "Option Consideration"), receipt of which is hereby acknowledged, Seller grants to Buyer an exclusive and irrevocable option to purchase a Conservation Easement as set forth in this Agreement (the "Option"). The parties agree to negotiate in good faith the final terms of the Deed of Conservation Easement within a reasonable time after the Effective Date of this Agreement as necessary.

2. Term. Buyer's Option shall run from the Effective Date of this Agreement to and through the date that is eighteen (18) months thereafter. In the event Buyer fails to exercise the Option by 11:59 pm on the date that is 18 months after the date of the Effective Date, this Agreement will (1) terminate or (2) renegotiated by mutual agreement of the Parties as evidenced by a signed written amendment.

3. Exercise. In the event Buyer exercises the Option, it shall do so by notifying Seller (the "Notice of Exercise") prior to the end of the Option period specified in Section 2 above. The Notice of Exercise shall be deemed timely if deposited in the mail, first class postage prepaid, telecopied or delivered personally by courier or express mail within the terms and upon the conditions specified in Section 2. If the Buyer does not timely deliver the Notice of Exercise, then unless the parties have renegotiated as provided for in Section 2(2) above, this Agreement shall terminate, neither party shall have any further responsibilities to the other, and Seller shall retain the Option Consideration.

4. Purchase Terms.

a. Price.

i. In the event Buyer exercises the Option, Seller shall sell to Buyer and Buyer shall buy from Seller the Conservation Easement for a purchase price (the "Purchase Price") equal to One Million One Hundred Thousand Dollars (\$1,100,000), subject to each party's review and approval of the appraisal to be performed as set forth in Section 6 below.

ii. Notwithstanding the foregoing, if prior to Closing, any governmental regulation, action, statute or ordinance is adopted that negatively affects the fair market value of the Conservation Easement, Buyer or Seller may at its option terminate this Agreement in which case Buyer or Seller shall have no obligation to purchase the Conservation Easement; provided, however, that Seller's option to so terminate must be exercised prior to the Buyer providing written notice to Seller that Buyer has secured all funding required for the acquisition of the Conservation Easement. Seller's right to so terminate pursuant to this subsection shall be void after receipt of Buyer's written notice regarding securing full funding.

b. Method of Payment. Buyer shall pay the Purchase Price to Seller in cash at Closing, or shall make payments according to a schedule agreed to mutually between the parties.

c. Bargain Sale. Buyer and Seller acknowledge that Buyer is a non-profit corporation qualified under Section 501(c)(3) of the Internal Revenue Code, is an "eligible donee" as described in Treasury Regulation 1.170A-14(c), and that Seller may convey the Property to Buyer at a Purchase Price that is substantially less than its fair market value thereby making a bargain sale to Buyer, and that Seller intends to take a charitable deduction for the difference between the Purchase Price and the fair market value of the Property. Notwithstanding the foregoing, Seller, at its sole expense, shall pay all costs, expenses and fees incurred in connection with its attempt to realize a charitable deduction in connection with the sale of the Property under this Option Agreement, including, but not limited to, attorneys' fees and accountants' fees. Seller hereby acknowledges and agrees that, except for warranties concerning its status as an organization to which Seller can make a charitable contribution in accordance with this Agreement, Buyer has made no warranty or representation as to Seller's entitlement or ability to realize any tax benefits in connection with this Option Agreement.

Seller will retain independent legal and tax counsel in its attempt to realize any tax benefits therefrom. Buyer holds a Colorado Certificate No. CE026.

5. Closing. Final settlement of the obligations of the parties hereto ("Closing") shall occur within thirty (30) days after the date on which Buyer exercises the Option, or as otherwise agreed to by the parties, at such date, place and time as the parties shall mutually agree.

6. Title, Survey and Appraisal. The parties agree as follows;

a. Deed of Conservation Easement. Seller shall convey to Buyer, or Buyer's nominee(s) as directed by Buyer, by Deed of Conservation Easement in form and substance acceptable to the Seller and Buyer and any necessary funder.

b. Title Commitment. This Agreement is entered into without the benefit of a current title commitment on the Property. Buyer shall order such a commitment from a title company, which is authorized to do business in Arapahoe County (the "Title Company"), together with copies of all of the documents referred to therein as exceptions. Within thirty (30) days of Closing, Buyer shall advise Seller of any exceptions in the title commitment (not to include the standard exceptions) which Buyer will require to be removed on or before Closing. Thereafter, Seller shall use its commercially reasonable efforts to assure the removal of any such objectionable exceptions by Closing. In the event Seller is unable or unwilling to remove any such exceptions to which Buyer has objected, Buyer may elect to (1) terminate this Agreement, in which case Buyer shall have no obligation to purchase the Conservation Easement, (2) proceed with the purchase of the Conservation Easement and accept a policy of title insurance with the exceptions to which Buyer objected, or (3) defer Closing until the exceptions are removed if Seller can remove the exceptions with additional time, but in no event more than 60 days unless the Seller consents.

c. Survey. Seller shall provide to copies of any surveys of the Real Property in Seller's possession or control. Buyer may, at Buyer's sole cost and expense, during the Option Period, determine to obtain a new survey of the Real Property by a surveyor of Buyer's selection. Within thirty (30) days of Closing, Buyer shall advise Seller of any exceptions to the survey which Buyer will require to be removed or corrected on or before Closing. Thereafter, Seller shall use its commercially reasonable efforts to assure the removal of any such objectionable matters by Closing. In the event Seller is unable to remove or resolve any such exceptions to which Buyer has objected Buyer may elect to (1) terminate this Agreement, in which case Buyer shall have no obligation to purchase the Conservation Easement, (2) proceed with the purchase of the Conservation Easement and accept them with the survey exceptions to which Buyer objected or (3) defer Closing until the exceptions are removed if Seller can remove the exceptions with additional time, but in no event more than 60 days unless the Seller consents. In the event Buyer terminates this Agreement pursuant to this Section 6(c), Buyer shall be entitled to immediate repayment of all Option Consideration paid.

d. Appraisal. Buyer shall contract and pay for an appraisal of the

Conservation Easement to be performed by a qualified appraiser, acceptable to the Seller and the Buyer for the purpose of establishing its value and the amount of the charitable contribution and deduction described in Section 4(c). Upon receipt of the appraisal, the parties shall have a period of thirty (30) days to review the appraisal and affirmatively object to it if not satisfied therewith. Any objection to the appraisal shall be evidenced by written notice to the other party within said thirty (30) days providing an explanation of the basis for the objection. If not timely accomplished, a party shall be deemed to have waived its right to object to the appraisal. If either party timely objects to the appraisal, the parties agree to meet in good faith to appoint another appraiser acceptable to the parties. If no such agreement is reached within twenty (20) days of the expiration of the thirty (30) day period set forth above, then this Agreement shall be null and void and no longer obligate the parties.

7. Title Insurance. Seller shall, at Buyer's sole cost and expense, provide Buyer, or Buyer's nominee, with a ALTA extended coverage owner's policy of title insurance, in the fair market value of the Conservation Easement, insuring that title to the Conservation Easement is vested in Buyer, or its designee or assigns, at the Closing subject only to the exceptions noted in Section 6(b) that are acceptable to Buyer.

8. Seller's Covenants. Seller covenants that, from and after the date hereof until the Closing, Seller will not:

(a) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Real Property, except pursuant to this Agreement;

(b) engage in any activity in relation to the Real Property which would impair or interfere with the conservation values of the Conservation Easement, which include but are not limited to natural, scenic and open space values, for instance, by way of example and not limitation, the removal of soils or vegetation, the change of existing surface and other natural contours, or similar activities; provided however, that notwithstanding anything contained herein to the contrary, Seller shall be permitted to engage in activities consistent with the historic use of the Property over the past several years, including leasing the property for livestock grazing, grazing, hay and other feed production and similar agricultural uses; Seller shall provide detailed written notice to the Buyer of Seller's intent to engage in any additional activity which may impair or interfere with the conservation values of the Conservation Easement at least thirty (30) days in advance of undertaking the activity and said notice shall be in sufficient detail as to permit Buyer to make an informed judgment of the consistency of the activity with the purposes of the Deed of Conservation Easement being granted;

(c) cause or permit any dumping or depositing of any materials on the Real Property, including, without limitation, material amounts of garbage, construction debris or solid or liquid wastes of any kind (this provision does not relate to the use of existing septic tanks and leach fields); or,

(d) cause or permit any default beyond the applicable cure period under any mortgage or deed of trust covering the Real Property, or cause or permit the foreclosure of any other lien affecting the Real Property.

Seller shall promptly cure, at Seller's sole cost and expense, each and every breach or default of any covenant set forth in this paragraph upon receipt of notice thereof by Buyer. Buyer shall have the right, but no obligation, to cure or cause to be cured any such breach or default, at Seller's sole cost and expense if, in Buyer's reasonable judgment, Seller has failed to promptly or completely cure the same or if such action on Buyer's part is reasonably necessary to preserve and protect the natural, scenic or other open space values of the Conservation Easement. The reasonable costs of such cure attempted or effected by Buyer may, at Buyer's election and after submitting to Seller verified invoices, be credited against the balance of the Purchase Price due and payable at Closing. If the problem is not remedied before Closing and cannot be remedied by payment of money, Buyer may elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Conservation Easement or (b) defer the Closing until such problem has been remedied, but in no event longer than sixty (60) days unless Seller consents.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties:

a. Seller has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title and interest in and to the Conservation Easement.

b. The conveyance of the Conservation Easement in accordance with this Agreement will not violate any provision of applicable state or local subdivision laws and regulations.

c. The Real Property has insurable vehicular access to a public road.

d. No persons other than Seller and its lessees are, or as of the Closing will be, in possession of the Real Property, and no persons other than Seller own any portion of the Real Property.

e. To the best of Seller's knowledge, there is no suit, action, arbitration, or legal, administrative or other proceeding or injury pending or threatened against the Real Property or the Conservation Easement or any portion thereof or pending or threatened against Seller which could affect Seller's title to the Conservation Easement or any portion thereof, affect the value of the Conservation Easement, or any portion thereof, or subject an owner of the Conservation Easement, or any portion thereof to liability.

f. There are no:

(i) Actual or impending public improvements or private rights or actions

which will result in the creation of any lien upon the Real Property or the Conservation Easement or any portion thereof;

(ii) Uncured notices which have been served upon Seller by any governmental agency notifying Seller of any violations of statute, order, ordinance, rule, requirement or regulation which would affect the Real Property or the Conservation Easement or any portion thereof;

(iii) Labor or materials that have been furnished to the Real Property within the period provided by law for the filing of mechanics liens and there are no pending contracts for improvements to the Real Property and there are no actual or impending mechanics liens against the Real Property or any portion thereof; or

(iv) Notices or other information giving Seller reason to believe that any conditions existing on the Real Property or in the vicinity of the Real Property or in ground or surface waters associated with the Real Property may have a material effect on the value of the Conservation Easement or subject the owner of the Real Property to potential liabilities under environmental laws.

g. There is no lease, license, permit, option, right of first refusal or other agreement, oral or written, which affects the Conservation Easement or any portion thereof.

h. Except as set forth below, to the best of Seller's actual knowledge without further duty to investigate, (i) there is no condition at, on, under or related to the Real Property presently or potentially posing a significant hazard to human health or the environment (whether or not such condition constitutes a violation of Environmental Laws, as hereinafter defined), (ii) there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance (as hereinafter defined) on the Real Property, nor has there been any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Real Property or into or upon ground or surface water at the Real Property or within the immediate vicinity of the Real Property, (iii) no Hazardous Substance is now or ever has been stored on the Real Property in underground tanks, pits or surface impoundments, and (iv) there are no asbestos-containing materials incorporated into the buildings or interior improvements or equipment that are part of the Real Property. As used herein, "Hazardous Substance(s)" means any substance which is (a) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, (b) a petroleum hydrocarbon, including crude oil or any fraction thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant, (d) regulated pursuant to any Environmental Law(s), or (e) any pesticide regulated under state or federal law. As used herein, the term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority pertaining to the protection of human health and safety or the environment. To the best of Seller's knowledge, Seller is in substantial compliance with

all applicable laws and regulations in connection with any handling, use, storage or disposal of Hazardous Substances including the maintenance of all required permits and approvals.

i. Neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Conservation Easement is subject.

j. Seller has provided or will provide within thirty (30) days of the Effective Date of this Agreement to Buyer with copies of all contracts, permits, leases and other agreements affecting the Real Property or the Conservation Easement. Should Seller receive any additional data or documents pertaining to the Real Property or the Conservation Easement, including but not limited to, data or documents related to any investigation undertaken in connection with the physical or environmental condition of the Real Property or the Conservation Easement, Seller shall provide copies of such data or documents to Buyer within ten (10) days of Seller's receipt of the same.

k. To the best of Seller's knowledge, Seller is in substantial compliance with all applicable laws, statutes, orders, rules, regulations and requirements promulgated by governmental or other authorities relating to the Real Property.

l. There are no encumbrances or liens against the Real Property, including, but not limited to mortgages or deeds of trust, other than as are set forth in the title commitment referenced in Section 6 and the leases identified above.

m. Seller is not insolvent and has no intention of filing for protection under the bankruptcy laws of the United States.

For purposes of this Section 9, "Seller's knowledge" or words of similar import refers solely to the actual knowledge of Tom Smedley without any duty to inquire or investigate. Each of the above representations is material and is relied upon by Buyer. Except insofar as Seller has advised Buyer in writing to the contrary, each of the above representations shall be deemed to have been made as of Closing and shall survive Closing for a period of twelve (12) months after Closing. Buyer must commence any action claiming a breach of Seller's representations and warranties no later than twelve (12) months after Closing. At Closing, if Buyer so requests, Seller shall deliver to Buyer a certificate in a form satisfactory to Buyer's counsel stating that each of the above representations are true and correct as of Closing. If before the Closing Seller discovers (without any obligation to inquire or investigate) any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any problem reflected by any such change is not remedied, Buyer may elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Conservation Easement or (b) defer the Closing until such problem has been remedied, but in no event longer than sixty (60) days unless the Seller consents.

10. Buyer's Representations and Warranties. Buyer makes the following representations and warranties:

a. Buyer is a California public benefit corporation in good standing, authorized to do business in the State of Colorado, and has received federal tax exempt status under I.R.C. 501(c)(3).

b. Buyer is a qualified conservation organization for purposes of receiving donations of interests in conservation easements under I.R.C. § 170(h).

c. Buyer has received Colorado Certification No. CE026.

11. Remedies upon Default. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall have the right solely either to the return of the Option Consideration or to seek of specific performance against Seller, provided that Buyer must commence any action for specific performance no later than six (6) months after Seller's alleged default for failure to perform. In no event shall Buyer have the right to damages arising from a Seller default unless such default is either grossly negligent or intentional. In the event Buyer defaults in the performance of any of its obligations under this Agreement after exercise of the Option, Seller shall have the right to retain the Option Consideration and the additional sum of \$2,500 as liquidated damages, as Seller's sole and exclusive remedy.

12. Right to Inspect Real Property.

a. During the term of this Agreement, Buyer, through its employees and agents, and at its sole cost and expense, may enter upon the Real Property for the purpose of making inspections and investigations as Buyer deems appropriate. Seller hereby authorizes Buyer, its agents or employees to make all such inquiries of any governmental agencies as Buyer or its agents deem necessary or appropriate in connection with its inspections and investigations, and Buyer shall not be liable to Seller in respect of any action of any governmental agency taken in connection with, or as a result of, such inquiries. Prior to entering upon the Real Property, Buyer shall provide to Seller a certificate of liability insurance with limits of \$1,000,000, showing Seller as an additional insured. In addition, in the event the parties do not proceed to Closing, Buyer shall promptly restore the Real Property to its condition prior to Buyer's entry. In all events, Buyer shall indemnify and hold Seller harmless from any mechanic or materialman's liens that arise from the work performed for Buyer on the Real Property.

b. Within thirty (30) days of Closing, Buyer shall notify Seller if it has determined, in its sole discretion, based on its investigation of the Real Property and the Conservation Easement, that the conditions including but not limited to the conditions of the improvements on the Real Property are unacceptable to Buyer, and Seller shall use its best efforts to remediate such unacceptable conditions by the dates of Closing. In the event Seller is unable to remediate any such unacceptable conditions by Closing, Buyer may elect to either (a)

terminate this Agreement in which case Buyer shall have no obligation to purchase the Conservation Easement, or (b) defer the date of Closing until such unacceptable conditions have been remediated by Seller, but in no event more than 60 days unless the Seller consents. In the event Buyer terminates this Agreement pursuant to this Section 12, Buyer shall be entitled to immediate repayment of all Option Consideration paid.

c. Buyer reserves the right to re-inspect the Real Property prior to Closing (the "Pre-Closing Inspection") to determine that the Real Property and the Conservation Easement are in the same condition as at the time of the Initial Inspection (or after removal of any unacceptable condition noted in the Initial Inspection). If during the Pre-Closing Inspection Buyer determines that the condition of the Real Property or the Conservation Easement has changed, Buyer shall have the rights and remedies provided in Section 12(b).

d. Buyer shall be responsible for the cost of any such environmental investigations, any mineral reports, any baseline document which is prepared in connection with the transaction, and other similar costs of investigations conducted by Seller, whether on its own accord or at the request of a funding partner. Buyer shall indemnify and hold Seller harmless from any and all mechanic or materialman's liens that arise from the work performed by or on behalf of the Buyer under this Section.

13. Risk of Loss. All risk of loss shall remain with Seller until Closing. In the event the Real Property or the conservation values of the Conservation Easement are destroyed or damaged prior to Closing, Buyer shall have the right at its option to terminate this Agreement by written notice to Seller, and thereupon Seller shall refund to Buyer the full amount of the Option Consideration.

14. Condemnation. In the event of the taking of all or any part of the Real Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Buyer shall have the right, at its option, to terminate this Agreement by written notice to Seller, in which case Seller shall promptly refund to Buyer the Option Consideration. Seller shall notify Buyer in writing of any eminent domain proceedings affecting the Conservation Easement within five (5) days after Seller learns of such proceedings.

15. Pro-rations and Fees. Buyer shall be responsible for all title company closing costs. The parties will pro-rate at Closing real property taxes based on the most recent levy and assessment, and such pro-ration shall be final and not subject to adjustment after Closing.

16. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties personally, by facsimile transmission, by commercial express courier service or by first class United States mail, postage prepaid, addressed to the parties at the addresses set forth in Recital A. All notices given personally, or by commercial express courier service shall be deemed given when delivered. All notices given by mail shall be deemed given when received after being deposited in the mail, first class postage prepaid, certified, with return receipt requested, addressed to the party to be notified. All notices transmitted by facsimile shall be

deemed given when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

17. Attorneys' Fees. If any legal action is brought by either party to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

18. No Broker's Commission. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against said claim and such indemnification obligation shall survive Closing or any earlier termination of this Agreement.

19. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest. Notwithstanding the foregoing, Seller may not assign its interest under this Agreement without the prior written consent of Buyer.

20. Assignment. Buyer shall have the right to assign (a) its interest in this Agreement or (b) the Deed of Conservation Easement being conveyed by Seller to Buyer, with Seller's consent, which consent shall not be unreasonably withheld, to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) to receive and possess Conservation Easement and that is authorized to acquire and hold Conservation Easement under applicable state statutes or the laws of the United States.

21. Additional Documents. Seller and Buyer agree to execute and/or provide such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

22. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any of the conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

23. Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original and which together shall constitute one and the same agreement.

24. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

26. No Merger. The obligations contained in this Agreement, except for those specifically discharged at Closing (such as conveyance of title to the Conservation Easement and delivery of money and documents), shall not merge with transfer of title but shall remain in effect until fulfilled.

27. Confidentiality. The parties hereto agree that the terms of this Agreement, including but not limited to the Purchase Price, shall remain confidential, and that copies of this Agreement, or the contents thereof, shall not be provided to anyone other than the parties or their respective attorneys, accountants employees or representatives or Title Company or as otherwise provided for hereunder without the consent of the parties hereto, unless compelled to produce this Agreement pursuant to legal process, or by a requirement in connection with a sale to a governmental entity, or by law. The parties acknowledge and agree that it shall not be a violation of this Section 27 for them or either of them to provide information to the Title Company sufficient to calculate any documentary or other fee required by the Clerk and Recorder of Arapahoe County, or for the Title Company to prepare real estate settlement statements, Forms 1099R to be filed with the Internal Revenue Service, and any other documents customarily prepared and circulated in real estate transactions of the type described in and contemplated by this Agreement.

28. Headings. The headings used in this Agreement are for convenience of reference only and shall not operate or be construed to alter or affect the meaning of any of the provisions hereof.

29. Non-Foreign Certificate/Patriot Act Compliance. Seller shall at closing, as required by law, execute a Non-Foreign Certificate and shall deliver such certificate to the title company. Seller has not engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other anti-money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "**Patriot Act**"), or any order issued

with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224 issued by the President of the United States on September 24, 2001 (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Executive Order 13224") or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

30. 1031 Exchange. In the event that the Seller determines to engage in a 1031 Exchange transaction, Buyer shall, in accord with law, cooperate with Seller in so doing.

31. Time is of the Essence. Time is of the essence of this Agreement.

32. Miscellaneous. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday. Any amounts to be paid by Seller shall, wherever possible, be paid out at Closing.

33. This Option Agreement may be evidenced by the facsimile transmitted copies of the original signatures of the parties hereto without need for the sending of the original signatures. This Option Agreement may be executed in separate counterparts which taken together shall consist a single agreement.

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the "Effective Date") of this Agreement shall be the last date of execution by either of the parties to this Agreement.

SELLER:

BUYER:

THE STEPHEN CHARLES SMEDLEY TRUST, dated April 22, 2014

THE TRUST FOR PUBLIC LAND

By: Tom Smedley, Trustee
Tom Smedley, Trustee

By: Tim Wohlgenant
Tim Wohlgenant
Colorado State Director

Date: September 2, 2014

Date: 9.8.14

THE THOMAS VICKERS SMEDLEY TRUST, dated April 22, 2014

By: Tom Smedley, Trustee
Tom Smedley, Trustee

Date: September 2, 2014

EXHIBIT A
LEGAL DESCRIPTION

That Part Of The Ne 1/4 Of Sec 23, T.5 __, Range 68 __, __ NMPM; Described As Beginning 617 Feet East Of The SW Corner Of The NW 1/4 Of Said NE ¼; Thence N. 347.6 Feet; Thence NE 108.6 Feet and 133.15 Feet; Thence NW 90 Feet M/L To A Point On The Southerly Line Of The High Line Canal; Thence Along Curve To Left 325 Feet M/L; Thence E 220 Feet M/L; Thence S. 378.7 Feet; Thence W 705 Feet To The Beginning; Sec 23-5-68
Ne 1/4 Of Ne 1/4 Lying Swly Of Hlc 23-5-68, except for the portion thereof, and the property adjacent to, on which a cottage presently is located.

All in Arapahoe County, State of Colorado

EXHIBIT B
DRAFT DEED OF CONSERVATION EASEMENT

To be negotiated between the parties.

Part 10: Budget

Budget							
Sources of Funds	South Suburban	Centennial	South Metro	TPL	Landowner	County	Total Project Funds
Cash							
Land Acquisition (Committed)	\$ 394,000	\$394,000	\$12,000				\$800,000
Land Acquisition (Pending)						\$300,000	\$300,000
Appraisal				\$18,500			\$18,500
Baseline Documentation				\$3,000			\$3,000
Environmental Assessment				\$3,000			\$3,000
Mapping/survey				\$2,000			\$2,000
Closing costs				\$1,500			\$1,500
In Kind							
Legal Services				\$5,000			\$5,000
Totals	\$394,000	\$394,000	\$12,000	\$33,000		\$300,000	\$1,133,000
Donated Land Value					\$107,500		\$107,500
Project Value							\$1,240,500