

**SECOND AMENDMENT  
TO DEED OF CONSERVATION EASEMENT IN GROSS**

THIS SECOND AMENDMENT TO DEED OF CONSERVATION EASEMENT IN GROSS (the “**Amendment**”) is entered into this 7<sup>th</sup> day of June, 2015, by and between **SELLERS CREEK RANCH OWNERS ASSOCIATION, INC.**, a Colorado nonprofit corporation (“**Grantor**”), and **Douglas County Land Conservancy, now known as DOUGLAS LAND CONSERVANCY**, a Colorado nonprofit corporation (“**Grantee**”).

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property in Douglas County, Colorado, more particularly described in Schedule A of the Original Easement (defined below) attached hereto and made a part hereof (the “**Property**”).

B. Maple Grove Land Limited Partnership, a Minnesota limited partnership, Richard Putnam and Wayne E. Brown Family, LLC, a Minnesota limited liability company (collectively, “**Original Grantor**”), predecessor in interest to Grantor, granted to Grantee that certain Deed of Conservation Easement in Gross (Sellers Creek Ranch) dated July 10, 2001, and recorded in the real property records of the Douglas County Clerk and Recorder’s Office on July 16, 2001 at Reception No. 01063898 (the “**Original Easement**”).

C. Subsequent to the grant and conveyance of the Original Easement, Original Grantor conveyed ownership of all of Original Grantor’s right, title and interest in and to the Property to Grantor, subject to the terms and provisions of the Original Easement.

D. The Original Easement was amended by that certain First Amendment to Deed of Conservation Easement In Gross dated April 16, 2004, and recorded in the real property records of the Douglas County Clerk and Recorder’s Office on June 3, 2004 at Reception No. 2004057074 (the “**First Amendment**”).

E. The Original Easement and the First Amendment shall be collectively referred to herein as the “**Conservation Easement**”.

F. Ditmars Lane provides access to the Property and is depicted on the Sellers Creek Ranch Exemption, 3<sup>rd</sup> Amendment, recorded in the real property records of the Douglas County Clerk and Recorder’s Office on December 8, 2014 at Reception No. 2014071277 (“the **Exemption**”).

G. Grantor, and the owner of the property adjacent to the Property, seek to realign the portion of Ditmars Lane that lies adjacent to the Property and travels off the Property to Loop Road, to allow safer connectivity and entrance onto Loop Road and to allow an upgrade to the portion of Ditmars Lane located adjacent to the Property to comply with the current Town of Castle Rock road design standards.

H. The realignment of Ditmars Lane requires a slight adjustment to the boundaries of the legal descriptions of Tracts A and D of the Property, which are referred to on the Exemption, as Tracts A-1 and D-1.

I. Grantor and Grantee desire to amend the Conservation Easement by amending the legal description of the Property attached to the Original Easement as Schedule A.

J. Grantee has determined that this Amendment meets the requirements of Treasury Regulations § 1.170A-14(h)(3)(i) and does not confer a private benefit to either Grantor or any other individual greater than the benefit to the general public.

K. Grantee has determined that this Amendment meets the requirements of Treasury Regulations § 1.501(c)(3)-1(c)(2) and does not result in private inurement for any of Grantee's board members, staff, or employees.

L. Grantee has determined that this Amendment does not affect the qualifications of the Conservation Easement under any applicable laws, is consistent with the preservation and protection of the conservation purposes of the Conservation Easement, and does not affect the perpetual duration of the Conservation Easement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Amendment, Grantor and Grantee agree as follows:

1. Legal Description of the Property. The legal description of the Property is hereby amended by deleting in its entirety the legal description attached to the Original Easement as Schedule A and replacing it with the revised legal description attached hereto as **Exhibit A**, and made a part hereof.

2. Access to Other Property, Granting of Easement. Paragraph 4(n) of the Original Easement is hereby modified by adding the following at the end of Paragraph 4(n):

Any easements granted by Grantor shall expressly state that the easement is subordinate to, and subject to, the terms and conditions of the Conservation Easement, and shall require the easement grantee to promptly and diligently revegetate with native seed or vegetation any portion of the easement area disturbed by such grantee's use. If such easement grantee does not comply with the foregoing revegetation requirements, Grantor shall be obligated to revegetate such area in accordance with the foregoing requirements, at Grantor's sole cost and expense.

3. All capitalized terms in this Amendment not otherwise defined herein shall have the meanings assigned to them in the Conservation Easement.

4. In the event of a conflict between the terms of the Conservation Easement and this Amendment, the terms of this Amendment shall prevail.

5. Grantor and Grantee hereby ratify and confirm this modification to the terms of the Conservation Easement and the Amendment. The terms of the Conservation Easement shall remain in full force and effect, except as amended by this Amendment. Further, this Amendment shall not interrupt the perpetual duration of the Conservation Easement or the property rights which vested in Grantee upon the recording of the Original Easement and the First Amendment.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the above date.

**GRANTOR:**

**SELLERS CREEK RANCH OWNERS ASSOCIATION, INC.,** a Colorado nonprofit corporation

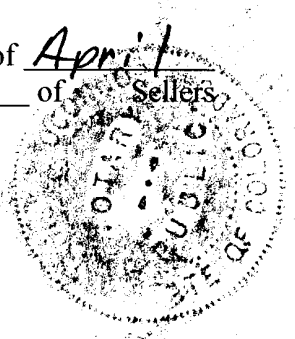
By: *Mike Keith*  
Name: MIKE KEITH  
Title: President

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 28 day of April, 2015, by Mike Keith, as Pres of HOA of Sellers Creek Ranch Owners Association, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 5/25/2016



*James M. O'Connor*  
Notary Public

**GRANTEE:**

**DOUGLAS LAND CONSERVANCY,**  
a Colorado non-profit corporation

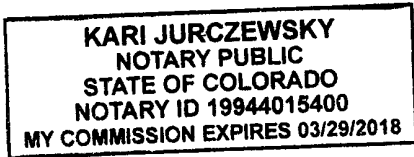
By: *Patricia A. Hostetler*  
Patricia A. Hostetler, Executive Director

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF *Douglas* )

The foregoing instrument was acknowledged before me this *2nd* day of *June*, 2015 by Patricia A. Hostetler as Executive Director of Douglas Land Conservancy.

Witness my hand and official seal.

My commission expires: *3/29/18*



*Kari Jurczewsky*  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Tracts A and D, Sellers Creek Ranch Rural Site Plan recorded in the offices of the Douglas County Clerk and Recorder on July 16, 2001 under Reception No. 01063901, now known as Tracts A-1 and D-1, Sellers Creek Ranch Exemption, 3<sup>rd</sup> Amendment, recorded in the offices of the Douglas County Clerk and Recorder on December 8, 2014 at Reception No. 2014071277, County of Douglas, State of Colorado.

AND

Tracts B and C, Sellers Creek Ranch Rural Site Plan, recorded in the offices of the Douglas County Clerk and Recorder on July 16, 2001 at Reception No. 01063901, County of Douglas, State of Colorado.

