



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, May 17, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Recognition of CERT graduates, instructors and volunteers

5. Public Comment

Public Comment on Consent Agenda and General Business items

6. Consent Agenda Items

- a) [Resolution 27-2016](#) A resolution adopting the Parks, Recreation, and Trails Master Plan
- Attachments:** [Resolution 27-2016](#)
[PB Reso 06-2016 Parks and Rec Master Plan Amended](#)
[Littleton PRT MP Final Draft 5 11 16](#)
- b) [Resolution 28-2016](#) A resolution authorizing an agreement regarding funding of a conceptual plan to repurpose a portion of the High Line Canal for stormwater collection, treatment and conveyance into Ketring Lake
- Attachments:** [Resolution 28-2016](#)
[2016 UDFCD IGA High Line Canal IGA](#)
- c) [Resolution 25-2016](#) A resolution approving the assignment of interest in the deed of conservation easement on the city-owned property adjacent to the Ensor property
- Attachments:** [Resolution 25-2016](#)
[Assignment of Ensor CE 1a 032216](#)
[Ensor CE](#)

- d) [Resolution 26-2016](#) A resolution approving the assignment of interest in the deed of conservation easement on the city-owned property at Lee Gulch.
Attachments: [Resolution 26 2016](#)
[Assignment of Lee Gulch CE 1a 032216 \(3\)](#)
[Recorded Lee Gulch CE \(2009\)](#)
- e) [Resolution 30-2016](#) A resolution establishing operating fees for retail marijuana establishments
Attachments: [Resolution 30-2016](#)
- f) [Ordinance 06-2016](#) An ordinance amending section 9 of chapter 4 of title 10 of the city code concerning parking space dimensions, drive aisle widths, and accessibility references
Attachments: [Ordinance 06-2016](#)
[PB Reso 04-2016](#)
[Letters of Support](#)
- g) [ID# 16-102](#) Certification of the May 3, 2016 regular meeting minutes
Attachments: [05-03-2016 Action Minutes](#)

7. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 01-2016](#) An ordinance to approve a Service Agreement with the Meadowbrook-Fairview Metropolitan District for fire and emergency medical response services
Attachments: [Ordinance 01-2016](#)
[Meadowbrook IGA](#)
[Meadowbrook Key Map - Exhibit 1](#)
- b) [Ordinance 04-2016](#) An ordinance concerning the regulation and licensing of retail marijuana establishments
Attachments: [Ordinance 04-2016](#)
[MJ Distance Requirement Map](#)
[Open Littleton 050916](#)
[Emails from Citizens](#)

8. General Business

9. Public Comment

10. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: Resolution 27-2016, **Version:** 1

Agenda Date: 05/17/2016

Subject:

A resolution adopting the Parks, Recreation, and Trails Master Plan

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support the adoption of the Parks, Recreation, and Trails (PRT) Master Plan?

BACKGROUND:

The City of Littleton contracted with Greenplay, LLC in 2015 to complete a PRT Master Plan to provide direction to the city, in cooperation with South Suburban Parks and Recreation District (SSPR), on how to move forward with improvements to Littleton's park, recreation and trails.

The plan was developed in cooperation with SSPR staff, who attended and participated in team meetings and aided in the plan development.

Public outreach was accomplished through focus groups, public meetings and interviews of key staff and elected officials from Littleton and SSPR. A statistically valid survey was provided to a random sample of Littleton residents. Another survey was available to anyone interested in providing input, and an online survey was available on the city's citizen engagement website, openLittleton.org.

City council held a joint study session with the SSPR board on January 26, 2016 for an initial presentation of the community input received and an overview of the remaining process. A second joint study session was held on April 26, 2016 for a presentation and comment session on the draft plan's recommendations.

The PRT Master Plan was presented to the planning board on May 9, was found to be consistent with the goals and policies outlined in the Citywide Plan, and was recommended unanimously for adoption by city council, with a condition to add recommendations addressed in appendix D to the executive summary of the plan.

STAFF ANALYSIS:

The PRT Master Plan speaks directly to Goals 2, 3 and 4 of the Citywide Plan:

Goal 2: An Outdoor Littleton seeks to, "Capitalize and expand upon Littleton's most valuable outdoor resources, including the South Platte River and its tributaries; the panoramic views, landscape, wildlife, recreation facilities, and public gathering places. Make these resources as available to the public as possible while protecting and enhancing them."

Goal 3: A Connected Littleton seeks to, "Enhance local, regional, and global linkages - physical, social and

technological.”

Goal 4: A Distinctive Littleton seeks to, “Maintain and expand upon the characteristics that make Littleton an authentic and distinctive community.”

Overall, the plan seeks to maintain and improve the parks, recreation and trail assets and build upon the positive working relationship with SSPR.

As this is a master plan, the recommendations are broad, but components in the document call out areas of focus. During the development of the plan an inventory of park properties (both SSPR and the city owned) was conducted and a Level of Service (LOS) analysis completed. The LOS portion of the plan (pages 63-100) evaluated park amenities. Within the LOS analysis, the consultants made recommendations to address lower-scoring parks and improvements to enhance the visitor experience. This information is included in Appendix D (page 14) and will be helpful, along with inventory information from SSPR, to develop park improvement plans for budget purposes.

The executive summary provides a quick overview of the plan, process and recommendations. The full narrative on the recommendations begins on page 102 and the action plan on page 123.

Given concerns raised by councilmembers at the April 26 study session, language pertaining to Goal 2 Enhance Financial Stability, Objective 2.3 was changed from, “Pursue dedicated funding source for parks and trails,” to “evaluate dedicated funding options for park and trail projects that are responsive to the desires of Littleton citizens.” This language is similar to what is found in council’s adopted Goals and Objectives. Additionally the recommended actions 2.3a-c were amended to, “research and analyze” potential funding options, rather than “explore.”

Related to these changes, the language of a sentence on page 60 of the document under the paragraph entitled “Potential Funding Support” was amended to read,” A variety of fees strategies are utilized by public park and

recreation entities for funding one time or on-going maintenance of projects, and should be evaluated by

Littleton if a desire or need to address a dedicated funding source for parks and recreation becomes a priority of city council.” This sentence formerly read, “a variety of fees strategies are utilized by public park and recreation entities for funding one time or on-going maintenance of projects, and create opportunities for Littleton as outlined below.”

The planning board requested recommendations relating to low scoring park components found in appendix D be added to the executive summary of the plan to improve readability and highlight areas of potential improvements. Given the discussion surrounding these recommendations, staff also added an additional action to the Plan’s Goal 4.1.f, to work with SSPR to annually identify low scoring park components and prioritize improvements based on safety, level of service, trends, demand and other identified factors.

FISCAL IMPACTS:

Since the plan is an advisory document, there are no fiscal impacts to its adoption. City council will review annual work plans during the budget process and will generally consider funding for individual elements addressed in the plan at that time.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution adopting the Parks, Recreation, and Trails Master Plan.

PROPOSED MOTION:

I move to approve the resolution adopting the Parks, Recreation, and Trails Master Plan.

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City council hereby adopts the Parks, Recreation and Trails Master Plan.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the ____ day of _____, 2016, at 6:30
p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

CITY OF LITTLETON, COLORADO

Resolution No. 6

Series, 2016

**A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF
LITTLETON, COLORADO, RECOMMENDING THE APPROVAL OF
THE PARKS, RECREATION, AND TRAILS MASTER PLAN TO THE
CITY COUNCIL**

WHEREAS, the City contracted with Greenplay, LLC, to develop a master plan for parks, recreation, and trails to provide a framework to guide decision making regarding parks, recreation and trails issues to meet the needs of current and future residents of Littleton;

WHEREAS, South Suburban Parks and Recreation District was a partner in the development of the Parks, Recreation and Trails Master Plan;

WHEREAS, through a series of community input sessions, focus groups, surveys of residents, interviews with key staff and elected officials from the City of Littleton and South Suburban Parks and Recreation District, input was obtained to help guide the development of the plan;

WHEREAS, Greenplay, LLC, conducted various analysis of the existing facilities, programs and trails to better understand the current state of parks, recreation and trails within the Littleton community;

WHEREAS, Greenplay LLC, delivered a draft final document for consideration for by the Littleton Planning Board for recommendation to the Littleton City Council;

WHEREAS, the draft document is found to be congruent with goals and policies found in the Littleton Citywide plan; and

WHEREAS, the Planning Board has the power and duty to recommend to the City Council comprehensive plans that guide future growth and development within the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD
OF THE CITY OF LITTLETON, COLORADO, THAT:**

The Planning Board does hereby recommend the approval of the Parks, Recreation, and Trails Master Plan to the City Council, with the condition to improve the readability of the document through inclusion of key recommendations from Exhibit D into the executive summary.

Resolution No. 2016-06

Page 2 of 2

47 INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
48 Planning Board of the City of Littleton, Colorado, on the 9th day of May, 2016, at 6:30 p.m. at
49 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

50 ATTEST:

DocuSigned by:

51 Denise Ciernia

52 D03BC259132D426

53 Denise Ciernia

54 BOARD SECRETARY

DocuSigned by:

Karina Elrod

C8DBF2F28A91481

Karina Elrod

PLANNING BOARD CHAIR

56 APPROVED AS TO FORM:

DocuSigned by:

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59 Kristin Schledorn

60 CITY ATTORNEY

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Staff Communication

File #: Resolution 28-2016, **Version:** 1

Agenda Date: 05/17/2016

Subject:

A resolution authorizing an agreement regarding funding of a conceptual plan to repurpose a portion of the High Line Canal for stormwater collection, treatment and conveyance into Ketring Lake

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support an intergovernmental agreement to fund a conceptual plan to repurpose a portion of the High Line Canal for possible stormwater improvements?

BACKGROUND:

The High Line Canal is an irrigation and water supply canal meandering through Littleton from about C-470 to South Grant Street. It is owned and operated by Denver Water, who diverts water from the South Platte River and delivers it to customers in the metro area. Denver Water is considering a change to their operations that may include discontinuing the canal for irrigation and water supply; in part, due to excessive water losses caused by evaporation and seepage. The canal was the historic water source to fill Ketring Lake.

The Urban Drainage and Flood Control District (UDFCD), along with many local governments, completed the High Line Canal Feasibility Study for Stormwater Runoff Reduction and Treatment in August, 2014. The study determined it may be possible to collect stormwater runoff within portions of the canal. This water may be passively treated and utilized to support the diverse vegetation, wildlife and other uses along its banks.

It is proposed to enter into an intergovernmental agreement with UDFCD to prepare a conceptual plan to utilize the canal for stormwater collection, treatment and possible conveyance to Ketring Lake. While this plan may be focused on Ketring Lake, it may identify additional opportunities for other portions along the canal.

UDFCD would manage the project with Littleton assistance.

STAFF ANALYSIS:

The High Line Canal is not efficient for water conveyance; however, the water losses to seepage support the many cottonwood trees and other plant species along its banks. If the river water is cut off and the canal dries up, the trees and related vegetation, along with the wildlife that uses it, may suffer and decline.

There are several locations in Littleton where stormwater runoff either flows under or into the canal. The 2014 feasibility study determined it may be viable to collect some of this stormwater within the canal and improve its quality through means such as extended detention, bioretention, infiltration and similar forms of passive treatment. This treated stormwater may then support and sustain the current environmental and recreational uses of the canal. Treated stormwater might also be considered as a supplemental source of water to convey to

Ketring Lake, which might be used in addition to water from the well currently being constructed.

The plan will consider hydrology, storm inflow locations, drainage or flooding problems, right-of-way, wetlands, legal issues, in particular water rights, and other factors. The end result of this effort would be a report listing specific improvements that could be constructed, along with phasing and costs. Implementation of the Plan would eventually require Denver Water approval.

Implementation of the plan has the potential of reducing the city's larger stormwater infrastructure needs. This may be especially true since the canal lies in some of the higher elevations of Littleton's drainage basins, thereby reducing the size of downstream infrastructure. Staff proposes an outcome of this plan would be to create a methodology to measure the success of both a reduction of water quantity into our system and an improvement in the water quality of the stormwater. Using these measures along with the cost to build the plan, could aid the city in future decisions regarding the cost effectiveness of this approach.

FISCAL IMPACTS:

The city's contribution would come from the Storm Drainage Fund. UDFCD has agreed to contribute funding for this project in 2016. There are no funds at this time for construction. If the plan is ultimately supported by council, it is anticipated there might be a multi-year project(s), requiring additional contributions from both the city and UDFCD for future construction. The 2014 feasibility study indicated final design and construction costs, in general, could be about \$4 million dollars.

UDFCD and the city contribution amounts and percentages to fund the plan are proposed as follows:

	Percentage Share	Contribution
UDFCD	28.571%	\$20,000
City of Littleton	<u>71.429%</u>	<u>\$50,000</u>
TOTAL	100.00%	\$70,000

STAFF RECOMMENDATION:

Staff recommends the city council approve the intergovernmental agreement with the UDFCD for the High Line Canal Plan.

PROPOSED MOTION:

I move to approve the resolution authorizing an agreement regarding funding of a conceptual plan to repurpose a portion of the High Line Canal for stormwater collection, treatment and conveyance into Ketring Lake.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. ____**

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5 **Series, 2016**

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7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, AUTHORIZING AN AGREEMENT**
9 **REGARDING FUNDING OF A CONCEPTUAL PLAN TO REPURPOSE A**
10 **PORTION OF THE HIGH LINE CANAL FOR STORMWATER**
11 **COLLECTION, TREATMENT AND CONVEYANCE INTO KETRING**
12 **LAKE**

13
14 **WHEREAS**, the city council may, by resolution, enter into contracts with other
15 government bodies to furnish or receive governmental services, to make or pay for charges for
16 such services and to enter into cooperative or joint activities with other government bodies;
17

18 **WHEREAS**, the City of Littleton desires to enter into an intergovernmental
19 agreement to repurpose a portion of the High Line Canal for stormwater collection, treatment
20 and conveyance into Ketring Lake, contributing funds for analysis and design of drainage
21 facilities located from approximately Colorado State Highway C-470 to South Grant Street; and
22

23 **WHEREAS**, the city's share of the costs of the project, as set forth in the
24 Agreement, shall be a contribution of approximately 71% of the actual project costs, plus indirect
25 costs;
26

27 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
28 **THE CITY OF LITTLETON, COLORADO, THAT:**

29
30 The Agreement Regarding Funding of a Conceptual Plan to Repurpose a Portion
31 of the High Line Canal for Stormwater Collection, Treatment and Conveyance into Ketring
32 Lake, Agreement No. 16-02.09, is hereby approved.
33

34 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
35 City Council of the City of Littleton, Colorado, on the ____ day of _____, 2016, at 6:30
36 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

37 **ATTEST:**

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39 _____
40 Wendy Heffner
41 CITY CLERK

42 _____
43 Bruce Beckman
44 MAYOR

45 **APPROVED AS TO FORM:**

46 _____
Kristin Schledorn

Resolution No. __

Page 2 of 2

47 CITY ATTORNEY

AGREEMENT REGARDING FUNDING OF A CONCEPTUAL PLAN TO REPURPOSE
A PORTION OF THE HIGH LINE CANAL FOR STORMWATER COLLECTION, TREATMENT
AND CONVEYENCE INTO KETRING LAKE

Agreement No. 16-02.09
Project No. 106025

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and CITY OF LITTLETON (hereinafter called "LITTLETON"); (hereinafter LITTLETON shall be known as "PROJECT SPONSOR" and DISTRICT and PROJECT SPONSOR shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2016 (Resolution No. 56, Series of 2015) which includes master planning and water quality research; and

WHEREAS, PARTIES now desire to proceed with development of a conceptual plan to repurpose a segment of the High Line Canal from approximately County Line Road to Caley Avenue for stormwater collection, treatment, and conveyance into Ketring Lake (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 61, Series of 2015); and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated January 2016, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to develop a conceptual plan to repurpose the High Line Canal once Denver Water has decommissioned it for irrigation water delivery, including hydrologic

information and the locations, alignments, and sizing of inflow points, outflow channels and/or pipes, flow control structures, emergency spillways, and other facilities and appurtenances needed to provide efficient stormwater management within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, legal requirements, and particularly to water rights issues associated with the goals of the PROJECT. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

Drainage system planning shall be done in three phases by the engineer engaged by DISTRICT, culminating in a conceptual plan report. During the first phase, the selected engineer shall perform all data gathering and modeling needed to prepare the baseline hydrology section of the report containing an introduction, study area description and hydrologic analysis description. During the second phase, the engineer shall perform all studies and data gathering needed to prepare the alternatives analysis section of the report containing a hydraulic analysis discussion, schematics of alternatives developed and their costs along with a discussion of the pros and cons of each alternative and a recommended plan. A single alternative will be selected by PARTIES after the review and evaluation of the alternatives analysis report. During the third phase, the engineer shall be directed to prepare a conceptual design for the selected alternative and prepare the conceptual design section of the conceptual plan report.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, conceptual planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$70,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Conceptual Plan	Maximum
	<u>Percentage Share</u>	<u>Contribution</u>
DISTRICT	28.571%	\$20,000
<u>LITTLETON</u>	<u>71.429%</u>	<u>\$50,000</u>
TOTAL	100.00%	\$70,000

7. MANAGEMENT OF FINANCES

Payment by DISTRICT of \$20,000 and by LITTLETON of \$50,000 shall be made to DISTRICT subsequent to execution of this Agreement and within thirty (30) calendar days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to PROJECT SPONSOR of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT and will not require an amendment to this Agreement. In the event that it becomes necessary and advisable to change the scope of work to be performed, the need for such changes shall first be discussed with PARTIES, and their general concurrence received before issuance of any amendments or addenda. No changes shall be approved that increase the costs beyond the funds available in the PROJECT fund unless and until the additional funds needed are committed by PARTIES by an amendment to this Agreement.

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or dispersed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

8. PROJECT MAPPING

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSOR shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. CONCEPTUAL PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSOR, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR access to the draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR upon request.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate two years after the final conceptual plan report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for PROJECT SPONSOR shall be the Public Works and Utilities Director, 2255 W, Berry Ave., Littleton, CO 80120.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement.
However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR. PROJECT SPONSOR also agrees to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSOR and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, As Amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatures as of the date and year above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

Signature_____

Printed Name Paul A. Hindman

ATTEST:

Title Executive Director

CITY OF LITTLETON

(SEAL)

Signature_____

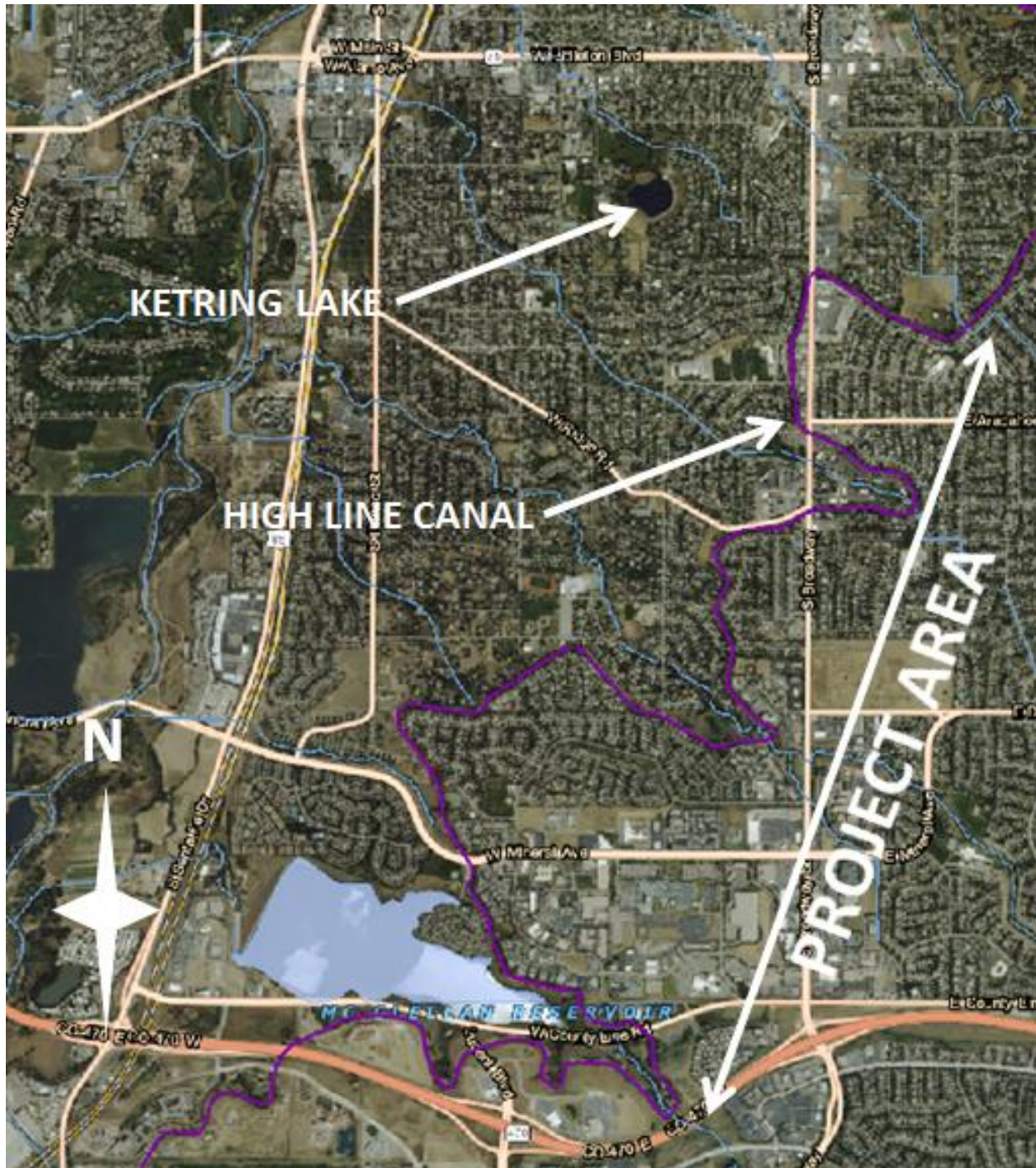
Printed Name_____

ATTEST:

Title_____

APPROVED:

Agreement No. 16-02.09
Project No. 106025
EXHIBIT A (JANUARY 2016):





Staff Communication

File #: Resolution 25-2016, **Version:** 1

Agenda Date: 05/17/2016

Subject:

A resolution approving the assignment of interest in the deed of conservation easement on the city-owned property adjacent to the Ensor property

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support approving the assignment of the deed of conservation easement, on city-owned property adjacent to the Ensor Property, from South Metro Land Conservancy (SMLC) to the non-profit land-trust, Colorado Open Lands?

BACKGROUND:

In 2010, the city purchased a 7.8 acre parcel of land adjacent to the area commonly known as the Ensor Property. The purchase was funded by Great Outdoors Colorado (GOCO) and Arapahoe County Open Space. As a condition of the GOCO grant, the property is to be held in a conservation easement. This conservation easement is currently held by South Metro Land Conservancy (SMLC).

The SMLC requests transferring its interest in the easement to the non-profit land trust, Colorado Open Lands, to free-up capacity for SMLC to pursue and obtain new conservation easements in the region.

STAFF ANALYSIS:

The transfer of this easement was requested by SMLC, and the city as owner of the property, must approve the transfer. Colorado Open Lands is a non-profit land trust operating in Colorado and currently holds over 400 easements in 42 counties in the state and has been contracted by SMLC to monitor the easement. Staff met with representatives of both organizations and found that there will be no change in the management of the easement with this transfer.

Following city council approval, SMLC and Colorado Open Lands will also seek GOCO Board approval.

FISCAL IMPACTS:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution approving the assignment of interest in the deed of conservation easement on city-owned property adjacent to the Ensor Property.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 25**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING THE ASSIGNMENT OF**
9 **INTEREST IN THE DEED OF CONSERVATION EASEMENT ON THE**
10 **CITY-OWNED PROPERTY ADJACENT TO THE ENSOR PROPERTY**
11

12
13 **WHEREAS**, in 2010, the city purchased a 7.8 acre parcel of land adjacent to
14 what is commonly known as the Ensor Property with the assistance of grant funds from Great
15 Outdoors Colorado and Arapahoe County Open Space;
16

17 **WHEREAS**, as a condition of the grant from Great Outdoors Colorado, the
18 property was to be placed in a conservation easement;
19

20 **WHEREAS**, the conservation easement for the property has been held by the
21 South Metro Land Conservancy;
22

23 **WHEREAS**, the South Metro Land Conservancy has requested the city approve
24 the assignment of interest in the deed of conservation easement to the non-profit land-trust,
25 Colorado Open Lands, in order to free-up capacity for their organization to pursue and obtain
26 new conservation easements; and
27

28 **WHEREAS**, as the property owner, the City must approve the assignment of
29 interest in the deed of conservation easement before the assignment can occur;
30

31 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
32 **THE CITY OF LITTLETON, COLORADO, THAT:**
33

34 The Assignment of Interest in Deed of Conservation Easement on the city-owned
35 property adjacent to the Ensor Property is hereby approved.
36

37
38 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
39 City Council of the City of Littleton, Colorado, on the ____ day of _____, 2016, at 6:30
40 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

41 **ATTEST:**
42
43 _____

Resolution No. __

Page 2 of 2

44 Wendy Heffner
45 CITY CLERK

Bruce O. Beckman
MAYOR

46
47 APPROVED AS TO FORM:

48
49 _____
50 Kristin Schledorn
51 CITY ATTORNEY

52
53
54

**ASSIGNMENT OF INTEREST IN
DEED OF CONSERVATION EASEMENT
Ensor Property**

THIS ASSIGNMENT OF INTEREST IN DEED OF CONSERVATION EASEMENT (the “**Assignment**”) is entered into this ____ day of _____, 2016, by and between:

- (i) **SOUTH METRO LAND CONSERVANCY**, a Colorado nonprofit corporation, P.O. Box 456, Littleton, Colorado 80160 (“**Assignor**”);
- (ii) **COLORADO OPEN LANDS**, a Colorado nonprofit corporation, having an address of 355 South Teller Street, Suite 210, Lakewood, Colorado 80226 (“**Assignee**”).
- (iii) **CITY OF LITTLETON**, a Colorado municipal corporation, having an address of 2255 W. Berry Avenue, Littleton, Colorado 80165 (“**Grantor**”), which has executed this Assignment for the purpose of acknowledging its consent to the Assignment.

The following exhibits are attached hereto and are incorporated by reference:

Exhibit A - Description of Property

Exhibit B – Approval of the State Board of the Great Outdoors Colorado Trust Fund

RECITALS

- A. Grantor conveyed a deed of conservation easement to South Metro Land Conservancy, a Colorado nonprofit corporation, as “**Grantee**” therein, encumbering the property described in **Exhibit A**, attached hereto and incorporated herein, and owned by the Grantor, which property is located in Arapahoe County, Colorado in the Deed of Conservation Easement recorded June 7, 2010 at Reception No. D0054059 in the records of Arapahoe County, Colorado (the “**Conservation Easement**”).
- B. Assignor now wishes to assign its interest in the Conservation Easement to the Assignee.
- C. By the terms and provisions of Paragraph 19 of the Conservation Easement, the Assignor is permitted to assign its interest in the Conservation Easement to an entity which: (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; (2) is authorized to accept and hold a deed of conservation easement under Colorado law; (3) agrees to assume responsibilities imposed on Grantee by the Conservation Easement; (4) is approved in writing by the State Board of the Great Outdoors Colorado Trust Fund (the “**Board**”); and (5) is approved by the Grantor in writing.
- D. The Assignee (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended; (2) is authorized to acquire and hold conservation easements under Colorado law; (3) has agreed to assume all rights, responsibilities and obligations imposed on the Grantee by the Conservation Easement; (4) has been approved in writing

by the Board as shown on the attached **Exhibit B**; and (5) has been approved by the Grantor as evidenced by the Grantor's consent to this Assignment attached hereto.

- E. Assignee has executed this Assignment as Assignee of the interest of Assignor under the Conservation Easement and, by this Assignment, accepts the assignment of the interest of Assignor in the Conservation Easement.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers all of its rights and obligations as Grantee under the terms of the Conservation Easement to Assignee.
2. Assignor's Warranty. Assignor represents and warrants that, to the best of its knowledge, no unresolved stewardship issues, actual violations or pending violations of the Conservation Easement exist as of the date the Assignment is recorded.
3. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Conservation Easement and agrees to carry out the conservation Purpose, defined in Section 1 of the Conservation Easement, which the Conservation Easement was originally intended to advance.
4. Release of Assignor. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement for all events arising after the recording of this Assignment. Assignee is hereby released from any and all obligations and liability of the Grantee under the terms of the Conservation Easement for events arising prior to the recording of this Assignment.
5. Notices. Any notice to be provided to the Grantee under Paragraph 22 of the Conservation Easement shall be provided to the Grantee as follows:

Colorado Open Lands
355 South Teller Street, Suite 210
Lakewood, Colorado 80226
6. Authority. Assignor and Assignee represent that they have full power and authority to execute and deliver this Assignment and perform their obligations under this Assignment, and that the individual executing this Assignment on behalf of each party is fully empowered and authorized to do so.
7. Effect of Assignment. As a result of this Assignment, Colorado Open Lands, a Colorado nonprofit corporation, is the Grantee under the Conservation Easement.
8. Complete Agreement; Recitals. This is the full and complete agreement between the parties concerning the assignment of Grantee's interest in the Conservation Easement. The Recitals above are an integral part of this Assignment and are incorporated into the Assignment.

ASSIGNOR:

SOUTH METRO LAND CONSERVANCY,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of South Metro
Land Conservancy, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNEE:

COLORADO OPEN LANDS,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of Colorado Open
Lands, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CONSENT TO ASSIGNMENT

Grantor hereby consents to this Assignment of Interest in Deed of Conservation Easement from South Metro Land Conservancy, a Colorado nonprofit corporation, to Colorado Open Lands, a Colorado nonprofit corporation.

GRANTOR:

CITY OF LITTLETON,
a Colorado municipal corporation

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of the City of Littleton, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
Description of Property – 2 pages

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE SOUTH 37 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 571.65 FEET TO THE MOST EASTERLY CORNER OF PARCEL C, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARIES OF SAID PARCEL C THE FOLLOWING 2 COURSES:

- 1) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET;
- 2) SOUTH 42 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426 IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 413.97 FEET TO THE SOUTHEASTERLY BOUNDARY OF PARCEL D, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL D THE FOLLOWING 2 COURSES:

- 1) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 370.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL E, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL E THE FOLLOWING 3 COURSES:

- 1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 520.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL F, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL F THE FOLLOWING 3 COURSES:

- 1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;
- 3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 270.79 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 19 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 1362.42 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

GOCO Approval (attach copy)

DEED OF CONSERVATION EASEMENT

[Ensor Property]

3

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH GRANT #08676 ("GRANT") FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND ("BOARD") AND WITH FUNDS FROM THE ARAPAHOE COUNTY OPEN SPACE FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this 3rd day of June 2010, by the CITY OF LITTLETON, a Colorado municipal corporation, with an address of 2255 West Berry Ave., Littleton, Colorado 80165 ("Grantor"), in favor of South Metro Land Conservancy, a Colorado nonprofit corporation, having its address at P.O. Box 456, Littleton, Colorado 80160 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of seven and four-fifths (7.8) acres, more or less of certain real property in Arapahoe County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. Conservation Purposes. According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The Conservation Purposes set forth in this Section and referred to hereafter in this Deed are collectively referred to as the "Conservation Values." The Property possesses certain natural, aesthetic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the South Denver Metro Region, Arapahoe County, and the people of the State of Colorado. In particular the Property will provide public access for outdoor recreation and trail connections to the South Platte River valley for the use and enjoyment of the general public. Specifically, the Conservation Values of the Property are as follows:

Outdoor recreation and education of the general public [[§ 1.170A-14(d)(2)]. The Property will provide public access for passive outdoor recreation and education, as an addition to South Platte Park, for the use and enjoyment of the general public.

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property provides a critical wildlife corridor on the east side of the South Platte River, which is crucial as adjacent properties continue to develop.



70243710

DEED OF CONSERVATION EASEMENT

[Ensor Property]

3

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Outdoor recreation and education of the general public [[§ 1.170A-14(d)(2)]. The Property will provide public access for passive outdoor recreation and education, as an addition to South Platte Park, for the use and enjoyment of the general public.

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property provides a critical wildlife corridor on the east side of the South Platte River, which is crucial as adjacent properties continue to develop.



70243710

Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

Scenic enjoyment. The Property adds to the scenic character of the local landscape including the South Platte River basin and, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visually accessible to the general public from both South Platte Park and the Mary Carter Greenway, which are open to and actively utilized by residents of the City of Littleton, Arapahoe County and the State of Colorado.

Buffering and expansion of existing publicly-owned open space. The Property is immediately surrounded to the north, south and west by South Platte Park, which is previously dedicated public open space also owned by the Grantor. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

Clearly delineated government policy.

Arapahoe County has recognized the importance of the preservation of fragile ecosystems, natural areas, scenic vistas, and wildlife habitats and corridors to enhance the quality of life of the citizens of the County. Specifically, the Arapahoe County Comprehensive Plan, adopted June 19, 2001, the Natural and Cultural Resources and the Environment Policies 1.2 and 1.3, provide in part that the County desires to "conserve wildlife habitat and corridors;" "maintain significant views and ridgelines;" "support agricultural activities;" and "conserve prime agricultural lands."

The City of Littleton COMPLAN contains several open space and natural features goals and policies. Goal A seeks to "preserve and enhance the major natural features in the Santa Fe Corridor [including...] Lee Gulch, South Platte River, and South Platte Park." Policy 1 under this goal further states, "preserve the presence and visibility of, and provide visual connections to the foothills/mountains and South Platte River corridor.... Policy 2 states that the quality of these open spaces and natural features [should be preserved] utilizing selected acquisition, increased setbacks and/or land use controls."

Significant public benefit. There is a foreseeable trend of commercial and/or residential development in the immediate vicinity of the Property. If the Property were to be sold and developed instead of being protected by this Easement (defined below), there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values and provide an important wildlife corridor along the South Platte River.

C. The voters of Arapahoe County, Colorado, by approval of a referred measure on November 4, 2003, authorized the imposition of a sales and use tax for the purposes set forth in Arapahoe County Resolution Number 030381, including, but not limited to, the acquisition of open space or interests in open space, the development of trails, environmental education and passive outdoor recreation.

D. Grantor intends that the Conservation Values of the Property be preserved and protected in perpetuity, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement or with Arapahoe County Resolution Number 030381.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is the preservation of natural areas within the urban landscape to foster open space, scenic, and recreational opportunities and ecological well-being.

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

H. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund (the "Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance. Specifically, this Property has been recently acquired as part of the South Platte Greenway Legacy Project which seeks to increase trail connectivity in the region, enhance the recreational experience along the Greenway, and conserve open space in the South Metro Region.

I. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to further the governmental policies stated herein by preserving and protecting the Conservation Values of the Property in perpetuity for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross, in perpetuity, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property, and to ensure that the Property is used in a manner consistent with this Easement and with Arapahoe County Resolution Number 030381, in perpetuity ("Purpose"). To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever.

Subject to the Purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Property's Conservation Values and to prohibit any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to maintain the Property as open space. Specifically, it is Grantor's intent to preserve and, where appropriate, to restore and enhance certain habitat values and natural attributes, scenic qualities, and outdoor recreational opportunities available to the general public. The Property will be annexed into the existing South Platte Park and managed according to the approved South Platte Park Management Plan.

2. Baseline Inventory: A written report has been prepared, reviewed, and approved by both parties, which documents the existing condition of the Property (the "Baseline Inventory Report"). A copy of the Baseline Inventory Report shall be kept on file with both parties and by this reference made a part hereof. Grantor and Grantee will jointly prepare an update to the Baseline inventory report within sixty (60) days of closing to document any changes in the condition of the Property between the completion of the Baseline Inventory Report and closing. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this grant, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from using evidence in addition to the Baseline Inventory Report to assist in resolving the controversy.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

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

4. Reserved Rights. Grantor reserves to itself, and to its agents, contractors, successors, and assigns, all rights to engage in the following uses of the Property and all activities reasonably incidental thereto provided that all uses of the Property shall be consistent with the Purpose of this Easement and shall not substantially diminish or impair the Conservation Values of the Property.

a. The use and enjoyment of the Property by the general public for open space, environmental education and non-commercial, non-motorized passive outdoor recreational activities. For purposes of this Easement, the term "passive outdoor recreational activities" shall mean and include walking, running, picnicking, relaxing, photography, wildlife and scenery viewing, and other similar activities, but shall specifically not include sports fields/courts or recreation centers.

b. To construct, repair, maintain, and use soft surface trails, and associated benches and signage.

c. To erect fencing for resource and recreation management purposes.

d. To remove and manage noxious and nuisance weeds.

e. To manage wildlife under circumstances where public health and safety are in jeopardy and for natural resource purposes in cooperation with the Colorado Division of Wildlife. Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing; provided, however, that wildlife management on the Property shall not impair or significantly impact the Conservation Values, nor interfere with the public recreation use of the Property.

f. To provide access to the well and pipeline according to the terms, conditions, provisions, easements and obligations as contained in Special Warranty Deed recorded JUNE 7 2010, at Reception No. D0053959 (the "Access Documents").

5. Prohibited and Restricted Uses. Any use of the Property not expressly allowed under Paragraph 4 of this Easement ("Reserved Rights") or otherwise inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted in the manner described below:

a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement is prohibited, except as may be allowed under Paragraph 4 above. No residential or commercial buildings, structures, or improvements shall be permitted. Permitted improvements may only be built with Grantee's prior written approval, which approval shall be granted within a reasonable time, unless Grantee determines that the proposed improvement will substantially diminish or impair the Conservation Values of the Property.

c. Storage. Storage of materials is prohibited except for storage of certain materials reasonably necessary to facilitate the use of the Property for the uses allowed by Paragraph 4, for a reasonable period of time to facilitate construction of permitted improvements and maintenance of the Property.

d. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

e. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. The cutting of any trees shall be

conducted in a manner that does not impair the Property's Conservation Values or other significant conservation interests.

f. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

g. Paving and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material.

h. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

i. Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. If motorized vehicles are used for maintenance in a manner that diminishes the Conservation Values, Grantor agrees, at its sole expense, to restore and promptly and diligently re-vegetate the Property with native seed or vegetation. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited. Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any other use that is permitted under this Easement.

j. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

k. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property.

l. Sports Fields/Courts. The Property shall not be used for sports fields or courts.

6. South Platte Park Management Plan. The Property shall be operated and managed as part of South Platte Park in accordance with a land management plan that is designed to protect the Conservation Values of the Property ("Management Plan"). A copy of the South Platte Park Management Plan shall be delivered to the Grantee within one year of the date of this Deed. Grantor and Grantee shall update and approve the final language of the section of the Management Plan that affects the Property at least every five years.

7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefor, in accordance with the notice requirements set forth in Section 7 above. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the language or purpose of this Easement.

9. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation or to take such other action as may be reasonable or necessary to eliminate the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Except that, if in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without resorting first to mediation. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorney fees shall be borne by Grantor. Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

11. Grantee's Discretion. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Access. Grantor shall permit the general public to access the Property on such terms and conditions as Grantor deems appropriate.

14. Restoration and Maintenance. Grantor shall maintain the Property in good

condition and in a manner consistent with the Conservation Values. Notwithstanding any provisions of the Access Documents to the contrary, Grantor shall also maintain the portion of the Property included in the Access Documents in good condition and in a manner consistent with the Conservation Values.

15. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. Hold Harmless. Grantor shall hold harmless Grantee and the Board, and their respective members, directors, officers, employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee or the Board, nor shall Grantee or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee the value of which has not been determined as of this date. Should the Easement be taken for the public use or otherwise terminated according to Section 18 below, Grantee shall be entitled to compensation for its interest, which shall be determined by a qualified appraisal that establishes the ratio of the value of the Easement interest to the value of the fee simple interest in the Property as of the date of the taking or termination (the "Easement Value Ratio"). The Easement Value Ratio shall be used to determine the Grantee's compensation according to the following Section 18. Further, it is the parties' intent that this interest shall "run with the land," and shall be enforceable against any and all subsequent owners of the Property or successors or assigns of Grantor.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to full compensation for its interest in any portion of this Easement that is terminated as a result of condemnation or other proceedings. Grantee's compensation shall be an amount at least equal to the Easement Value

Ratio, multiplied by the value of the unencumbered fee simple interest in the portion of the Property that will no longer be encumbered by this Easement as a result of condemnation or termination. The Board shall be entitled to receive thirty nine percent (39%) of Grantee's compensation and Arapahoe County (hereinafter "the County") shall be entitled to receive twenty two percent 22% of Grantee's compensation. Upon receipt of any such compensation, Grantee shall promptly remit the Board's share of these proceeds to the Board. Grantee shall use its proceeds in a manner consistent with the conservation purposes of this Easement.

19. Assignment.

a. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that:

(1) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder;

(2) is authorized to acquire and hold conservation easements under Colorado law;

(3) agrees in writing to assume the responsibilities imposed on Grantee by this Easement;

(4) is approved in writing as a transferee by the Board in its sole and absolute discretion. Grantee shall provide the Board with a written request to assign the Easement at least forty-five (45) days prior to the date proposed for the assignment transaction; and

(5) is approved in writing as a transferee by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

b. The Board shall have the right to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist; is unwilling, unable, or unqualified to enforce the terms and provisions of this Easement; or is unwilling or unable to effectively monitor the Property for compliance with this Easement at least once every calendar year. Prior to any assignment under this Section 19.b, the Board shall consult with Grantee and provide Grantee an opportunity to address the Board's concerns. If the Board's concerns are not addressed to its reasonable satisfaction, the Board may require that Grantee assign this Easement to an organization designated by the Board that complies with Section 19.a.(1), (2), and (3) above.

c. If Grantee desires to transfer this Easement to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Easement, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

d. Upon compliance with the applicable portions of this Paragraph 18, the parties shall record an instrument completing the assignment in the records of the county or counties in

which the Property is located. Assignment of the Easement shall not be construed as affecting the Easement's perpetual duration and shall not affect the Easement's priority against any intervening liens, mortgages, easements, or other encumbrances.

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, except conveyance of a leasehold interest that is no longer than one year in duration and is otherwise consistent with the terms of this Easement. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Additional Board Refund. The Board's Grant will provide partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond the Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16 above.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale, which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board.)

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

To Grantor:

City Manager
City of Littleton
2255 West Berry Ave.
Littleton, Colorado 80165

To Grantee:

South Metro Land Conservancy
P.O. Box 456
Littleton, Colorado 80160

with a copy to:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80166

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
1600 Broadway, Suite 1650
Denver, CO 80202

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

23. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

24. Recording. Grantee shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. General Provisions.

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

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the

purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

e. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

f. Non-Merger. If Grantee wishes to acquire fee title to the Property or any additional interest in the Property (such as a leasehold), Grantee must first obtain the written approval of the Board. As a condition of such approval, the Board may require that the Grantee first transfer the Easement to another qualified organization consistent with Section 19 above.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided that a transfer is permitted by this Deed, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, the County, and the Board and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, the County, and the Board, or their successors and assigns.

k. Amendment. If circumstances arise under which an amendment to or modification of this Easement or any of its exhibits would be appropriate, Grantor and Grantee may jointly amend this Easement so long as the amendment (a) is consistent with the Conservation Values and Purpose of this Easement, (b) does not affect the perpetual duration of the restrictions contained in this Easement, (c) does not affect the qualifications of this Easement under any applicable laws, (d) complies with Grantee's and the Board's procedures and standards for amendments (as such procedures and standards may be amended from time to time) and (e) receives the Board's prior written approval in its sole discretion. Any amendment must

be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the county or counties in which the Property is located. In order to preserve the Easement's priority, the Board may require that the Grantee obtain subordinations of (i) any liens, mortgages, or other monetary encumbrances, and (ii) any easements and other nonmonetary encumbrances arising after the conveyance of this Easement but before the proposed amendment. For the purposes of the Board's approval under item (e) above, the term "amendment" means any instrument that purports to alter in any way any provision of or exhibit to this Easement. Nothing in this paragraph shall be construed as requiring Grantee or the Board to agree to any particular proposed amendment.

l. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

m. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

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

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

CITY OF LITTLETON

SOUTH METRO
LAND CONSERVANCY

By: Doug Clark

By: Barbara A. Sheffield

Name: Doug Clark

Name: Barbara A. Sheffield

Title: Mayor

Title: Board member

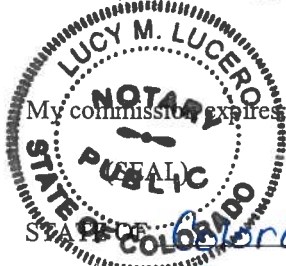
Date: 6/3/2010

Date: 6/3/2010

ACKNOWLEDGMENTS

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

This instrument was executed before me a Notary Public on this 3rd day of June 2010, by Doug Clark, as Mayor of the City of Littleton, a Colorado municipal corporation.



Lucy M. Lucero
NOTARY PUBLIC

My Commission Expires July 2, 2013

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

This instrument was executed before me a Notary Public on this 3rd day of June, 2010, by Barbara A. Sheffield, as Board member of South Metro Land Conservancy, a Colorado nonprofit corporation, on behalf of said corporation.



Lucy M. Lucero
NOTARY PUBLIC

My Commission Expires July 2, 2013

APPROVED AS TO FORM:
Kurtis Crawford
Littleton City Attorney
Date: _____

Exhibit A
Property Description

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS: _

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS SOUTH 00 DEGREES 19 MINUTES 08 SECONDS WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE; _

THENCE SOUTH 37 DEGREES 48 MINUTES 12 SECONDS WEST A DISTANCE OF 571.65 FEET TO THE MOST EASTERLY CORNER OF PARCEL C, AS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY, AND THE POINT OF BEGINNING; _

THENCE ALONG THE NORTHEASTERLY AND NORTHWESTERLY BOUNDARIES OF SAID PARCEL C THE FOLLOWING 2 COURSES: _

1) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET; _

2) SOUTH 42 DEGREES 12 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426 IN SAID OFFICE OF THE CLERK AND RECORDER; _

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 413.97 FEET TO THE SOUTHEASTERLY BOUNDARY OF PARCEL D, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753; _

THENCE ALONG THE SOUTHEASTERLY AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL D THE FOLLOWING 2 COURSES: _

1) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET; _

2) NORTH 47 DEGREES 47 MINUTES 30 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426; _

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 370.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL E, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753; _

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL E THE FOLLOWING 3 COURSES: _

1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET; _

2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET; _

3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426; _

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18

SECONDS EAST A DISTANCE OF 520.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF PARCEL F, AS DESCRIBED IN SAID DOCUMENT RECORDED IN BOOK 5734 AT PAGE 753;_

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHEASTERLY BOUNDARIES OF SAID PARCEL F THE FOLLOWING 3 COURSES:_

1) SOUTH 47 DEGREES 53 MINUTES 42 SECONDS EAST A DISTANCE OF 50.00 FEET;_

2) NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 50.00 FEET;_

3) NORTH 47 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 50.00 FEET TO SAID NORTHWESTERLY BOUNDARY OF THE PARCEL OF LAND DESCRIBED IN BOOK 3926 AT PAGE 426;_

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 42 DEGREES 06 MINUTES 18 SECONDS EAST A DISTANCE OF 270.79 FEET;_

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 19 DEGREES 56 MINUTES 15 SECONDS WEST A DISTANCE OF 1362.42 FEET TO THE POINT OF BEGINNING._

LEGAL DESCRIPTION PREPARED BY:_

AARON D. WILLIS, PLS NO. 37064_

FOR AND ON BEHALF OF:_

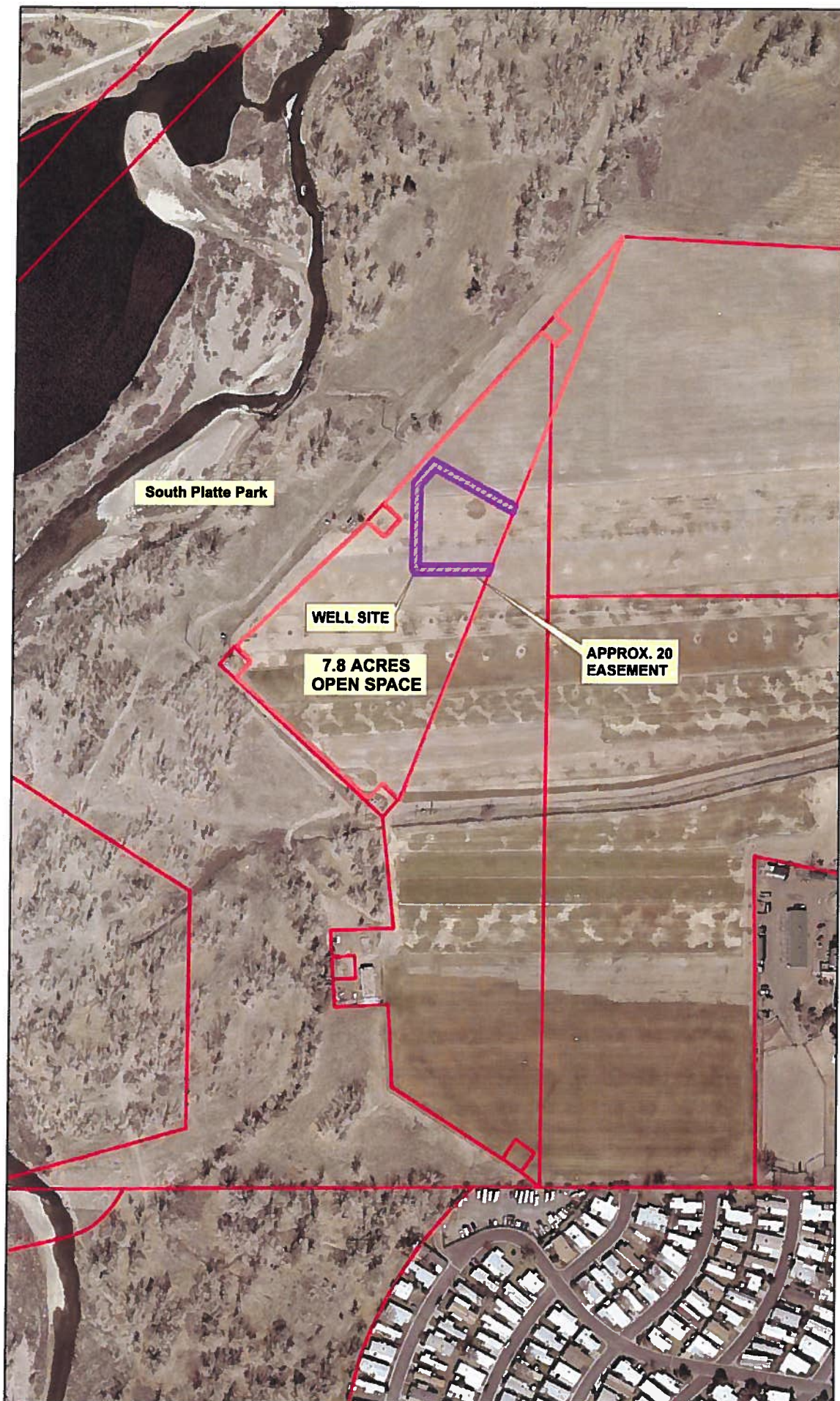
AZTEC CONSULTANTS INC._

300 EAST MINERAL AVENUE, SUITE 1_

LITTLETON, CO 80122_

303-713-1898

Exhibit B
Property Map



South Platte Park

WELL SITE

7.8 ACRES
OPEN SPACE

APPROX. 20
EASEMENT



NOT TO SCALE



Staff Communication

File #: Resolution 26-2016, **Version:** 2

Agenda Date: 05/17/2016

Subject:

A resolution approving the assignment of interest in the deed of conservation easement on the city-owned property at Lee Gulch.

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support approving the assignment of a deed of conservation easement, on the city-owned property at Lee Gulch, from South Metro Land Conservancy (SMLC) to the non-profit land trust, Colorado Open Lands?

BACKGROUND:

In 2009, the city purchased a 5.44 acre property at Lee Gulch, south of the Lee Gulch trail, adjacent to Santa Fe Sand and Gravel, and near the Mary Carter Greenway Trail/South Platte River. The purchase was funded with grants from Great Outdoors Colorado (GOCO) and Arapahoe County Open Space. As a condition of the GOCO grant, the property is to be held in conservation easement. That easement is currently held by the SMLC.

The SMLC requests transferring its interest in the easement to the non-profit land trust, Colorado Open Lands, to free-up capacity for SMLC to pursue and obtain new conservation easements in the region.

STAFF ANALYSIS:

The transfer of this easement was requested by SMLC, and the city as owner of the property, must approve the transfer. Colorado Open Lands is a non-profit land trust operating in Colorado and currently holds over 400 easements in 42 counties in the state and has been contracted by SMLC to monitor the easement. Staff met with representatives of both organizations, and found that there will no change in the management of the easements with this transfer.

Following city council approval, SMLC and Colorado Open Lands will also seek GOCO board approval.

FISCAL IMPACTS:

None.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the assignment of interest in the deed of conservation easement on the city-owned property at Lee Gulch.

Resolution No. __

Page 2 of 2

44 Wendy Heffner
45 CITY CLERK

Bruce O. Beckman
MAYOR

46
47 APPROVED AS TO FORM:

48
49 _____
50 Kristin Schledorn
51 CITY ATTORNEY

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**ASSIGNMENT OF INTEREST IN
DEED OF CONSERVATION EASEMENT
Lee Gulch Property**

THIS ASSIGNMENT OF INTEREST IN DEED OF CONSERVATION EASEMENT (the “**Assignment**”) is entered into this ____ day of _____, 2016, by and between:

- (i) **SOUTH METRO LAND CONSERVANCY**, a Colorado nonprofit corporation, P.O. Box 456, Littleton, Colorado 80160 (“**Assignor**”);
- (ii) **COLORADO OPEN LANDS**, a Colorado nonprofit corporation, having an address of 355 South Teller Street, Suite 210, Lakewood, Colorado 80226 (“**Assignee**”).
- (iii) **CITY OF LITTLETON**, a Colorado municipal corporation, having an address of 2255 W. Berry Avenue, Littleton, Colorado 80165, (“**Grantor**”), which has executed this Assignment for the purpose of acknowledging its consent to the Assignment.

The following exhibits are attached hereto and are incorporated by reference:

Exhibit A - Description of Property

Exhibit B – Approval of the State Board of the Great Outdoors Colorado Trust Fund

RECITALS

- A. Grantor conveyed a deed of conservation easement to South Metro Land Conservancy, a Colorado nonprofit corporation, as “**Grantee**” therein, encumbering the property described in **Exhibit A**, attached hereto and incorporated herein, and owned by the Grantor located in Arapahoe County, Colorado in the Deed of Conservation Easement recorded June 22, 2009 at Reception No. B9066391 in the records of Arapahoe County, Colorado (the “**Conservation Easement**”).
- B. Assignor now wishes to assign its interest in the Conservation Easement to the Assignee.
- C. By the terms and provisions of Paragraph 19 of the Conservation Easement, The Assignor is permitted to assign its interest in the Conservation Easement to an entity which: (1) is authorized to accept and hold a deed of conservation easement under Colorado law; (2) agrees to assume responsibilities imposed on Grantee by the Conservation Easement; and (3) is approved in writing by the State Board of the Great Outdoors Colorado Trust Fund (the “**Board**”).
- D. The Assignee (1) is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is authorized to acquire and hold conservation easements under Colorado law; (2) has agreed to assume all rights, responsibilities and obligations imposed on the Grantee by the Conservation Easement and (3) has been approved in writing by the Board as shown on the attached **Exhibit B**; and (4) has been approved by the Grantor as evidenced by the Grantor’s consent to this Assignment attached hereto.

- E. Assignee has executed this Assignment as Assignee of the interest of Assignor under the Conservation Easement and, by this Assignment, accepts the assignment of the interest of Assignor in the Conservation Easement.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers all of its rights and obligations Grantee under the terms of the Conservation Easement to Assignee.
2. Assignor's Warranty. Assignor represents and warrants that, to the best of its knowledge, no unresolved stewardship issues, actual violations or pending violations of the Conservation Easement exist as of the date the Assignment is recorded.
3. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Conservation Easement and agrees to carry out the conservation Purpose, defined in Section 1 of the Conservation Easement, which the Conservation Easement was originally intended to advance.
4. Release of Assignor. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement for all events arising after the recording of this Assignment. Assignee is hereby released from any and all obligations and liability of the Grantee under the terms of the Conservation Easement for events arising prior to the recording of this Assignment.
5. Notices. Any notice to be provided to the Grantee under Paragraph 22 of the Conservation Easement shall be provided to the Grantee as follows:

Colorado Open Lands
355 South Teller Street, Suite 210
Lakewood, Colorado 80226
6. Authority. Assignor and Assignee represent that they have full power and authority to execute and deliver this Assignment and perform their obligations under this Assignment, and that the individual executing this Assignment on behalf of each party is fully empowered and authorized to do so.
7. Effect of Assignment. As a result of this Assignment, Colorado Open Lands, a Colorado nonprofit corporation, is the Grantee under the Conservation Easement.
8. Complete Agreement; Recitals. This is the full and complete agreement between the parties concerning the assignment of Grantee's interest in the Conservation Easement. The Recitals above are an integral part of this Assignment and are incorporated into the Assignment.

ASSIGNOR:

SOUTH METRO LAND CONSERVANCY,
a Colorado nonprofit corporation

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of South Metro
Land Conservancy, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNEE:

COLORADO OPEN LANDS,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____,
2016, by _____ as _____ of Colorado Open
Lands, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CONSENT TO ASSIGNMENT

Grantor hereby consents to this Assignment of Interest in Deed of Conservation Easement from South Metro Land Conservancy, a Colorado nonprofit corporation, to Colorado Open Lands, a Colorado nonprofit corporation.

GRANTOR:

CITY OF LITTLETON,
a Colorado municipal corporation

By:_____

Name:_____

Title:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of the City of Littleton, a Colorado municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
Description of Property

A PARCEL OF LAND SITUATED IN THE SE¼ OF SECTION 20, T.5S., R.68W., OF THE 6TH P.M., CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A PART OF LOT 1, BLOCK 1 SANTA FE HEIGHTS SUBDIVISION FILING NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°02'25"W A DISTANCE OF 391.21 FEET;
2. THENCE S44°02'25"W A DISTANCE OF 172.00 FEET;
3. THENCE S89°05'14"W A DISTANCE OF 520.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 THE FOLLOWING TEN (10) COURSES:

1. THENCE N50°50'15"E A DISTANCE OF 259.67 FEET;
2. THENCE N39°42'00"E A DISTANCE OF 135.00 FEET;
3. THENCE N25°24'08"E A DISTANCE OF 200.00 FEET;
4. THENCE N74°49'20"E A DISTANCE OF 120.00 FEET;
5. THENCE N34°47'37"E A DISTANCE OF 68.72 FEET;
6. THENCE N89°02'25"E A DISTANCE OF 59.29 FEET;
7. THENCE S20°51'50"E A DISTANCE OF 99.04 FEET;
8. THENCE S51°57'15"E A DISTANCE OF 55.00 FEET;
9. THENCE N90°00'00"E A DISTANCE OF 60.00 FEET;
10. THENCE S42°20'51"E A DISTANCE OF 134.48 FEET;

THENCE S01°11'06"W A DISTANCE OF 146.48 FEET; THENCE N89°02'25"E PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 220.59 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85 (SOUTH SANTA FE DRIVE); THENCE S06°54'47"W ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.52 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Board Approval (attach copy)

DEED OF CONSERVATION EASEMENT

[Lee Gulch Property]

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH GRANT #08675 ("GRANT") FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND ("BOARD") AND WITH FUNDS FROM THE ARAPAHOE COUNTY OPEN SPACE FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this 17 day of June 2009, by the CITY OF LITTLETON, a Colorado municipal corporation, with an address of 2255 West Berry Ave., Littleton, Colorado 80165 ("Grantor"), in favor of South Metro Land Conservancy, a Colorado nonprofit corporation, having its address at P.O. Box 456, Littleton, Colorado 80160 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of five and one half (5.44) acres, more or less of certain real property in Arapahoe County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. **Conservation Purposes.** According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The Conservation Purposes set forth in this Section and referred to hereafter in this Deed are collectively referred to as the "Conservation Values." The Property possesses certain natural, aesthetic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the South Denver Metro Region, Arapahoe County, and the people of the State of Colorado. In particular the Property will provide public access for outdoor recreation and trail connections to the South Platte River valley for the use and enjoyment of the general public. Specifically, the Conservation Values of the Property are as follows:

Outdoor recreation and education of the general public [[§ 1.170A-14(d)(2)]. The Property will provide public access for passive outdoor recreation and education, and trail connections to the Lee Gulch trail and Mary Carter Greenway for the use and enjoyment of the general public.

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property is located within the South Platte River valley, which is a major river basin for Colorado. The South Platte River serves as a primary wildlife corridor in the Denver metropolitan area. The Property is primarily grassland, woodland, and shoreline habitat associated with the South Platte River and its

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tributaries. The Property also serves as wildlife habitat for several species including but not limited to coyote, fox, skunk, raccoon, beaver, raptors, migratory songbirds, small rodents, and deer.

Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

Scenic enjoyment. The Property adds to the scenic character of the local landscape including the South Platte River basin and, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. A large portion of the Property is visible to the general public from Santa Fe Drive (State Highway 85), Lee Gulch trail, and the South Platte River trail (Mary Carter Greenway), which is open to and actively utilized by residents of Arapahoe County and the State of Colorado. The Property also provides the opportunity for the general public to view the Front Range of the Rocky Mountains, and serves as an overlook to the valley, providing significant opportunities year-round to view migratory waterfowl, raptors and songbirds below the Property, from a comfortable distance, in the large pond, located immediately west of the Property, and in the native tree groves and surrounding habitat along the riverbank of the South Platte River, which is also located immediately west of the Property.

Buffering and expansion of existing publicly-owned open space. The Property is immediately surrounded to the north and west by previously dedicated public open space, which is also owned by the Grantor. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

Clearly delineated government policy.

Arapahoe County has recognized the importance of the preservation of fragile ecosystems, natural areas, scenic vistas, and wildlife habitats and corridors to enhance the quality of life of the citizens of the County. Specifically, the Arapahoe County Comprehensive Plan, adopted June 19, 2001, the Natural and Cultural Resources and the Environment Policies 1.2 and 1.3, provide in part that the County desires to "conserve wildlife habitat and corridors;" "maintain significant views and ridgelines;" "support agricultural activities;" and "conserve prime agricultural lands."

The City of Littleton COMPLAN contains several open space and natural features goals and policies. Goal A seeks to "preserve and enhance the major natural features in the Santa Fe Corridor [including...] Lee Gulch, South Platte River, and South Platte Park." Policy 1 under this goal further states, "preserve the presence and visibility of, and provide visual connections to the foothills/mountains and South Platte River corridor. Significant opportunities to accomplish this occur at: [...] Lee Gulch, [...]. Policy 2 states that the quality of these open spaces and natural features [should be preserved] utilizing selected acquisition, increased setbacks and/or land use controls."

Significant public benefit. There is a foreseeable trend of commercial and/or residential development in the immediate vicinity of the Property. If the Property were to be sold

and developed instead of being protected by this Easement (defined below), there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

C. The voters of Arapahoe County, Colorado, by approval of a referred measure on November 4, 2003, authorized the imposition of a sales and use tax for the purposes set forth in Arapahoe County Resolution Number 030381, including, but not limited to, the acquisition of open space or interests in open space, the development of trails, environmental education and passive outdoor recreation.

D. Grantor intends that the Conservation Values of the Property be preserved and protected in perpetuity, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement or with Arapahoe County Resolution Number 030381.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is the preservation of natural areas within the urban landscape to foster open space, scenic, and recreational opportunities and ecological well-being.

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

H. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund (the "Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance. Specifically, this Property has been recently acquired as part of the South Platte Greenway Legacy Project which seeks to increase trail connectivity in the region, enhance the recreational experience along the Greenway, and conserve open space in the South Metro Region.

I. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to further the governmental policies stated herein by preserving and protecting the Conservation Values of the Property in perpetuity for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross, in perpetuity, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property, and to ensure that the Property is used in a manner consistent with this Easement and with Arapahoe County Resolution Number 030381, in perpetuity. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Property's Conservation Values and to prohibit any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to maintain the Property as primarily open space. Specifically, it is Grantor's intent to preserve and, where appropriate, to restore and enhance certain habitat values and natural attributes, scenic qualities, and outdoor recreational opportunities available to the general public.

2. Baseline Inventory: A written report has been prepared, reviewed, and approved by both parties, which documents the existing condition of the Property (the "Baseline Inventory Report"). A copy of the Baseline Inventory Report shall be kept on file with both parties and by this reference made a part hereof. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this grant, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from using evidence in addition to the Baseline Inventory Report to assist in resolving the controversy.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

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

4. Reserved Rights. Grantor reserves to itself, and to its agents, contractors, successors, and assigns, all rights to engage in the following uses of the Property and all activities reasonably incidental thereto provided that all uses of the Property shall be consistent with the purpose of this Easement and shall not substantially diminish or impair the Conservation Values of the Property. Any structures or improvements in this paragraph 4 are subject to the approval of the Grantee and will, with the exception of paragraph 4c, 4d, 4f, and 4g, be permitted only within an Improvement Envelope, as described in paragraph 4b.

a. The use and enjoyment of the Property by the general public for open space, environmental education and non-commercial, non-motorized passive outdoor recreational activities. For purposes of this Easement, the term "passive outdoor recreational activities" shall mean and include walking, running, biking, fishing, horseback riding, picnicking, relaxing, photography, wildlife and scenery viewing, and other similar activities, but shall specifically not include sports fields/courts or recreation centers.

b. To build and use minor structures within the Improvement Envelope, including picnic tables, informational kiosks, regulatory and interpretive signage and other minor structures reasonably appropriate for environmental education, maintenance of the Property or to facilitate passive outdoor recreational activities and use of adjacent trails. Prior to the placement or construction of any such minor structures, Grantor shall prepare a master plan ("Master Plan") that sets forth the size and location of the Improvement Envelope and the type, size and location of any minor structures proposed to be constructed or placed within the Improvement Envelope. The Master Plan shall be approved in writing by Grantee and a copy shall be provided to the Board. The combined square footage of the Improvement Envelope and the parking area described in paragraph 4g will not exceed 10% of the square footage of the entire Property. After approval of the Master Plan and the location of the Improvement Envelope, Grantor agrees to prepare an amendment to this Easement to document the location of the Improvement Envelope with a surveyed legal description, consistent with paragraph 26(l).

c. To construct, repair, maintain, and use trails, trailheads, and associated benches and signage in accordance with the Master Plan and the Management Plan (defined below).

d. To erect fencing for resource and recreation management purposes subject to reasonable limits set forth in the Master Plan.

e. To remove and manage noxious and nuisance weeds.

f. To install security lighting as necessary for the safety and welfare of recreational users, as long as such lighting shall not adversely impact wildlife or create adverse impacts upon night sky viewing on the Property or adjacent properties.

g. To construct and use a "parking area" as reasonably necessary to facilitate access to the Property for the uses allowed by this Paragraph 4. The parking area shall be limited to an area approximately 4,000 square feet in size located on the southeast corner of the Property, as shown in Exhibit B. The final boundaries of the parking area shall be set forth in the Master Plan.

h. To manage wildlife under circumstances where public health and safety are in jeopardy and for natural resource purposes in cooperation with the Colorado Division of Wildlife. Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing; provided, however, that wildlife management on the Property shall not impair or significantly impact the Conservation Values, nor interfere with the public recreation use of the Property.

i. To stabilize embankments along Lee Gulch and/or to otherwise prevent control or manage soil erosion on the Property.

j. To maintain the existing driveway along the southeast edge of the Property for maintenance and management.

5. Prohibited and Restricted Uses. Any use of the Property not expressly allowed under Paragraph 4 of this Easement ("Reserved Rights") or not otherwise consistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted in the manner described below:

a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement is prohibited, except as may be allowed under Paragraph 4 above. No residential or commercial buildings, structures, or improvements shall be permitted.

c. New Structures. Construction of new structures is prohibited except for construction of those structures consistent with Paragraph 4(b) above.

d. Storage. Storage of materials is prohibited except for storage of certain materials reasonably necessary to facilitate the use of the Property for the uses allowed by Paragraph 4, for a reasonable period of time to facilitate construction and maintenance of the Property.

e. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

f. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. The cutting of any trees shall be conducted in a manner that does not impair the Property's Conservation Values or other significant conservation interests.

g. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

h. Paving and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material except for the construction of trails consistent with Paragraph 4 above and the construction of a parking lot for uses consistent with the passive outdoor recreational and open-space uses of this Property and access to adjacent trails. The parking lot shall not exceed the parameters outlined in paragraph 4 and shall be located in accordance with the Master Plan and in a manner that minimizes the

impacts on the Conservation Values of the Property. Any paving permitted under this paragraph shall be completed in accordance with the Master Plan and the Management Plan. No paving shall occur without the prior written approval of Grantee. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement.

i. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

j. Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. If motorized vehicles are used for maintenance in a manner that diminishes the Conservation Values, Grantor agrees, at its sole expense, to restore and promptly and diligently re-vegetate the Property with native seed or vegetation. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited. Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any other use that is permitted under this Easement.

k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

l. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property. Grantor shall erect and maintain one or more signs visible to the public, identifying the Board and Arapahoe County's Grants and investments in this Property to the public. Grantor may erect signs displaying environmental education related language and graphics, and other relevant interpretive signage. Grantor will consult with Grantee on the final signage parameters before installation.

m. Sports Fields/Courts. The Property shall not be used for sports fields or courts.

6. Five-Year Management Plan. The Property shall be operated and managed in accordance with a land management plan that is designed to protect the Conservation Values of the Property ("Management Plan"). The Management Plan shall be prepared by the Grantor and delivered to the Grantee within one year of the date of this Deed and shall be updated at least every five years. Grantor and Grantee must approve the final language of the Management Plan before it is adopted.

Grantor agrees that any vegetation used or planted on the Property shall be native to the South Platte corridor in Colorado.

7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the

activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefore, in accordance with the notice requirements set forth in Section 7 above. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the language or purpose of this Easement.

9. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation or to take such other action as may be reasonable or necessary to eliminate the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Except that, if in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without resorting first to mediation. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorney fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.

11. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Access. Grantor shall permit the general public to access the Property on such terms and conditions as Grantor deems appropriate.

14. Restoration and Maintenance. Grantor shall maintain the Property in good condition and in a manner consistent with the Conservation Values.

15. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the Board, and their respective members, directors, officers, employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee or the Board, nor shall Grantee or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. Further, it is the parties' intent that this interest shall "run with the land," and shall be enforceable against any and all subsequent owners of the Property or successors or assigns of Grantor.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be determined by multiplying the fair market value of the Property as unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements) by the ratio of the value of the Easement to the value of the Property determined as of the date of this grant.

The Board shall be entitled to receive 58% of Grantee's compensation, and Arapahoe County (hereinafter "the County") shall be entitled to receive 8% of Grantee's compensation, which Grantee shall promptly remit to the Board and the County.

19. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is authorized to acquire and hold conservation easements under Colorado law, (b) agrees to assume the responsibility imposed on Grantee by this Easement, and (c) is approved in writing as a transferee by the Board in its sole discretion. Grantee shall provide the Board, the County and Grantor with a written request to assign the Easement at least forty-five (45) days prior to the date of the assignment transaction. Prior to making any final determination hereunder, the Board shall consult with the County and Grantor. The Board may disapprove of the transfer for any reason, including but not limited to, the holder's desire to sell its interest in the Property.

a. If Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Deed to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

b. The Board, the Grantor and the County shall each have the right, with the concurrence of the others, to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist or becomes unqualified to hold the Easement, or if for any reason is unable or unwilling to enforce the terms and provisions of this Easement. If Grantee ceases to exist prior to an assignment of this Easement, then the Easement shall automatically revert to an organization designated by the Board, Grantor and the County, in agreement with each other, that is a) is authorized to acquire and hold conservation easements under Colorado law, and (b) agrees to assume the responsibility imposed on Grantee by this Easement.

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which it divest itself of any interest in all or a portion of the Property, except conveyance of a leasehold interest that is no longer than one year in duration and is otherwise consistent with the terms of this Easement. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Additional Board Refund. The Board's Grant will provide partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond the Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant,

plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16 above.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale, which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board.)

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

To Grantor:

City Manager
City of Littleton
2255 West Berry Ave.
Littleton, Colorado 80165

To Grantee:

South Metro Land Conservancy
P.O. Box 456
Littleton, Colorado 80160

with a copy to:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80166

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
1600 Broadway, Suite 1650
Denver, CO 80202

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

23. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

24. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

25. Recording. Grantee shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

26. General Provisions.

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

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

f. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

g. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur and the parties have also obtained the prior written consent of the Board approving such merger of estates or interests.

h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

i. Termination of Rights and Obligations. Provided that a transfer is permitted by this Deed, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, the County, and the Board and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, the County, and the Board, or their successors and assigns.

l. Amendment. If circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee may jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws; and provided, further, that the prior written approval of the Board shall be required. Any amendment must be consistent with the conservation purposes of this Easement and shall not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

n. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust

Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

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

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

CITY OF LITTLETON

SOUTH METRO
LAND CONSERVANCY

By: [Signature]

By: [Signature]

Name: [Signature]

Name: Heather Poe

Title: Mayor

Title: President

Date: 6/16/09

Date: 06-16-09

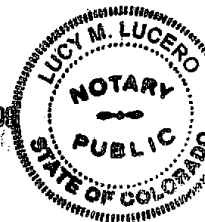
[acknowledgments]

City Clerk Attest
Wendy Heffner

Subscribed and sworn to
before me this 16th day of
June, 2009.
Lucy M. Lucero
Notary Public

APPROVED AS TO FORM
By: [Signature]
Littleton City Attorney
Date

My Commission Expires 7/02/09



UNOFFICIAL COPY

Exhibit A
Property Description

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 20, T.5S., R.68W., OF THE 6TH P.M., CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING A PART OF LOT 1, BLOCK 1 SANTA FE HEIGHTS SUBDIVISION FILING NO. 1, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. THENCE S89°02'25"W A DISTANCE OF 391.21 FEET;
2. THENCE S44°02'25"W A DISTANCE OF 172.00 FEET;
3. THENCE S89°05'14"W A DISTANCE OF 520.05 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 THE FOLLOWING TEN (10) COURSES:

1. THENCE N50°50'15"E A DISTANCE OF 259.67 FEET;
2. THENCE N39°42'00"E A DISTANCE OF 135.00 FEET;
3. THENCE N25°24'08"E A DISTANCE OF 200.00 FEET;
4. THENCE N74°49'20"E A DISTANCE OF 120.00 FEET;
5. THENCE N34°47'37"E A DISTANCE OF 68.72 FEET;
6. THENCE N89°02'25"E A DISTANCE OF 59.29 FEET;
7. THENCE S20°51'50"E A DISTANCE OF 99.04 FEET;
8. THENCE S51°57'15"E A DISTANCE OF 55.00 FEET;
9. THENCE N90°00'00"E A DISTANCE OF 60.00 FEET;
10. THENCE S42°20'51"E A DISTANCE OF 134.48 FEET;

THENCE S01°11'06"W A DISTANCE OF 146.48 FEET; THENCE N89°02'25"E PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 220.59 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1 AND THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 85 (SOUTH SANTA FE DRIVE); THENCE S06°54'47"W ALONG SAID EASTERLY LINE AND SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.52 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (236,721 SQUARE FEET) 5.4344 ACRES.

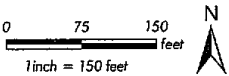
DATE PREPARED: MAY 18, 2009
DATE OF LAST REVISION: MAY 19, 2009
PREPARED BY: BRETT L. MILLER, PLS NO. 27609
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY
1300 SOUTH POTOMAC STREET, SUITE 126
AURORA, COLORADO 80012
PHONE: (303) 337-1393

Exhibit B



Lee Gulch Property

- Littleton Parcel
- South Suburban Parcel
- Access Easement
- Parking Area



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

File #: Resolution 30-2016, **Version:** 1

Agenda Date: 5/17/2016

Subject:

A resolution establishing operating fees for retail marijuana establishments

Presented By: Kristin Schledorn, City Attorney
--

POLICY QUESTION:

Does city council support establishing an operating fee for retail marijuana establishments?

BACKGROUND:

The Colorado Retail Marijuana Code permits local government to charge an operating fee to retail marijuana establishments to cover administration, inspection and enforcement costs.

STAFF ANALYSIS:

Based on input from the clerk's office, police, planning, and finance, staff recommends an annual operating fee of \$2,500 to cover administration, inspection and enforcement costs.

FISCAL IMPACTS:

If all four medical marijuana centers convert to retail marijuana establishments, the city will collect \$10,000 in operating fees per year.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

PROPOSED MOTION:

I move to approve the resolution establishing operating fees for retail marijuana establishments subject to, and contingent on, approval of Ordinance 04-2016 concerning the regulation and licensing of retail marijuana establishments.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 30**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, ESTABLISHING OPERATING FEES FOR**
9 **RETAIL MARIJUANA ESTABLISHMENTS**

10
11
12 **WHEREAS**, Colo. Rev. Stat. § 12-43.4-501(3) permits a local jurisdiction to
13 adopt and impose operating fees, in an amount determined by the local jurisdiction, on marijuana
14 establishments located within the local jurisdiction;

15
16 **WHEREAS**, the operating fees are to cover administration, inspection and
17 enforcement costs related to the operation of retail marijuana establishments in the city; and

18
19 **WHEREAS**, the city desires to establish an operating fee commensurate with the
20 costs of administration, inspection and enforcement of retail marijuana establishments licensed
21 by the city;

22
23 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
24 **THE CITY OF LITTLETON, COLORADO, THAT:**

25
26 The annual operating fee for retail marijuana establishments shall be \$2500.

27
28 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
29 City Council of the City of Littleton, Colorado, on the ____ day of _____, 2016, at 6:30
30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

31 **ATTEST:**

32
33 _____
34 Wendy Heffner
35 CITY CLERK

36
37 _____
38 Bruce Beckman
39 MAYOR

40 **APPROVED AS TO FORM:**

41
42 _____
43 Kristin Schledorn
CITY ATTORNEY



Staff Communication

File #: Ordinance 06-2016, **Version:** 1

Agenda Date: 05/17/2016

Subject:

An ordinance amending section 9 of chapter 4 of title 10 of the city code concerning parking space dimensions, drive aisle widths, and accessibility references

Presented By: Carol Kuhn, AICP, Senior Planner
--

POLICY QUESTION:

Does city council support amending the city code to increase the drive aisle widths, reduce parking space dimensions, and amend the reference to Americans with Disabilities Act (ADA) accessible spaces.

BACKGROUND:

In 2015, Littleton hired the firm of Clarion Associates to provide an assessment of the city's zoning code. Based on direction from that assessment, the planning board and community development staff are undertaking a comprehensive review of the city's zoning ordinances. The initial phase of this project is a thorough review to modernize the city's land uses table in chapter 3 of title 10. A citizen stakeholder committee was formed to assist with this initial phase. Staff anticipates this phase to be completed over the next several months, and will include opportunities for community input.

In the meantime, staff has identified technical zoning code standards that need more immediate attention to provide further clarification for incoming land development applications. These technical updates will be proposed in coordination with the overall zoning ordinance review project, yet will be undertaken on a separate track and schedule.

Parking space dimensions and drive aisle widths are part of the technical items to address.

Staff researched the parking space dimensions for Arapahoe County, City of Centennial, City of Englewood, City of Lakewood, City of Lone Tree, and Douglas County and found that these jurisdictions have parking space size requirements of 9 feet by 18 feet or less, with drive aisle widths of 24 feet. Staff also identified the dimensions of mid-size sedans and mid-size sport utility vehicles (SUV) and found that the average mid-size sedan is 6 feet wide and 16 feet long. An average mid-size SUV is 6.5 feet wide and 17 feet long. The proposed revision to the parking space dimensions will adequately accommodate most vehicles.

STAFF ANALYSIS:

The Manual on Uniform Traffic Control Devices (MUTCD) and American Association of State Highway and Transportation Officials (AASHTO) establish transportation guidelines and standards. The industry average parking space dimensions range from 7.5 to 9 feet in width, and 12 to 18 feet in length; and drive aisle width averages range from 22 to 26 feet in width.

Littleton's parking space dimensions are primarily 9-feet by 20-feet, and the drive aisle widths requirement is

23 feet. Applicants have been submitting land-development applications with an assumed parking space size of 9-feet by 18-feet and drive aisle widths of 24-feet, since these are generally considered the industry standard.

The proposal is to change the city's parking space and drive aisle dimensions to be more in-line with industry standards, and neighboring jurisdictions. The proposed changes also include revising the term "handicap" to more accurately reference "ADA accessible" and clarifying that the width of ADA parking spaces comply with ADA specifications and requirements. Specifically, the proposed changes include:

- Standard parking space length: 18 feet
- Standard parking space width: 9 feet
- ADA parking space length: 18 feet
- ADA parking width and ADA access aisle width: Shall comply with ADA requirements
- One-way (90 degree): 24 feet
- Two-way (all angles): 24 feet

The proposed changes are effective in organizing the flow of traffic in and out of parking spaces, and providing adequate and safe width for vehicle drive aisles. There is no proposed change to the compact parking space dimensions of 8 feet by 18 feet.

See attached letters of support from engineering firms that have done work in Littleton.

PLANNING BOARD RECOMMENDATION:

On April 11, 2016, the planning board reviewed the proposed amendments to section 9 of chapter 4 of title 10 of the city code concerning parking space dimensions, drive aisle widths, and accessibility references. The board voted 5-0 to recommend approval.

The ordinance presented to the Planning Board did not include a proposed revision to the width of an ADA parking space. However, the proposal before city council includes a reference to the ADA requirements for the parking space width and the access aisle width. Because the ADA requirements are updated from time to time, a reference to the most recently-adopted ADA design standards, rather than a specific dimension, will guide developers to use the most current ADA standards. ADA does not specify a length for ADA parking spaces, therefore the proposed ordinance includes a reduction of the ADA parking space length from 20 feet to 18 feet to align with the proposed standard parking space reduction.

STAFF RECOMMENDATION:

Based on industry standards and averages for parking space dimensions and drive aisle widths, community development and public works staff recommend approval of the proposed amendments. This revision will reduce the parking space length for both standard and ADA spaces from 20 feet to 18 feet, increase the one way drive aisle width for 90-degree parking from 23 feet to 24 feet, increase the two way parking aisle width for all angles from 23 feet to 24 feet, refer to the current ADA standards for parking space and ADA access aisle widths, and update the reference to handicap accessible spaces to ADA accessible spaces.

PROPOSED MOTION:

I move to approve the ordinance amending section 9 of chapter 4 of title 10 of the city code concerning parking space dimensions, drive aisle widths, and accessibility references on first reading and schedule the public hearing for June 7, 2016 at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. ____**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AMENDING SECTION 9 OF CHAPTER 4 OF**
11 **TITLE 10 OF THE CITY CODE CONCERNING PARKING**
12 **SPACE DIMENTIONS, DRIVE AISLE WIDTHS, AND**
13 **ACCESSIBILITY REFERENCES**
14

15 **WHEREAS**, the planning board, at its regular meeting on April 11, 2016, held a
16 public hearing and voted to recommend approval of an ordinance amending title 10 of the city
17 code regarding parking space dimensions, drive aisle widths, and outdated references to handicap
18 accessible spaces; and
19

20 **WHEREAS**, the city council finds that the proposed amendments to the city code
21 are in the best interest of the city and will promote the public health, safety and welfare of its
22 inhabitants;
23

24 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
25 **THE CITY OF LITTLETON, COLORADO, THAT:**
26

27 **Section 1:** Subsection A of Section 9 of Chapter 4 of Title 10 of the City
28 Code is hereby amended as follows:
29

30 6. Dimensions For Standard, Compact Cars And ~~Handicapped~~ AMERICANS WITH
31 DISABILITIES ACT (ADA) ACCESSIBLE Parking Spaces:
32

33 (a) Standard parking space length: ~~20~~ 18 feet;
34

35 (b) Standard parking space width: 9 feet;
36

37 (c) Compact parking space length: 18 feet;
38

39 (d) Compact parking space width: 8 feet;
40

41 (e) ~~Handicapped~~ ADA accessible parking space length: ~~20 feet~~ 18 feet; and
42

43 (f) ~~Handicapped~~ ADA accessible parking space width: ~~12 feet~~ AS REQUIRED BY
44 THE MOST RECENT ADA STANDARDS FOR ACCESSIBLE DESIGN.
45

46 7. ~~Handicapped~~ ADA Parking Requirements:
47

48 (a) Number Of Spaces Required:

(1) Residential: For all two-family, three-family and multiple-family residential uses, ~~handicapped~~ ADA ACCESSIBLE parking shall be provided at the rate of one space for each dwelling unit that is designed for ADA ACCESSIBILITY ~~for occupancy by the physically handicapped.~~

(2) Nonresidential: ~~Handicapped~~ ADA ACCESSIBLE parking spaces shall be provided for all uses other than residential at the rate of four percent (4%) of the total number of required parking spaces for the site.

(3) Fulfillment Of Requirements: ~~Handicapped~~ ADA ACCESSIBLE parking spaces required by this section shall count toward fulfilling off street parking requirements.

(b) Location: ~~Handicapped~~ ADA ACCESSIBLE spaces shall be located so as to provide convenient access to a primary accessible building entrance unobstructed by curbs or other obstacles to wheelchairs.

(c) Signage: Each ~~handicapped~~ ADA ACCESSIBLE space shall be painted with, and designated by, a sign showing the international disabled symbol of a wheelchair. Each sign shall be no smaller than one foot by one foot (1' x 1') and shall be located at the end of the space at a height between four feet (4') and seven feet (7'). The sign may either be wall mounted or freestanding.

8. Parking Lot Driveway Widths For Multiple-Family, Commercial And Industrial Properties:

(a) One-way (parking angle 00 degrees - parallel parking - to 45 degrees): 12 feet;

(b) One-way (parking angle greater than 45 degrees and less than 90 degrees): 18 feet;

(c) One-way (parking angle 90 degrees - perpendicular parking): ~~23~~ 24 feet; and

(d) Two-way (all angles): ~~23~~ 24 feet.

Section 2: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

Section 3: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the ____ day of _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____ AGAINST on the ____ day of _____, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce Beckman
MAYOR

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

RESOLUTION No. 04-2016

Series of 2016

RESOLUTION OF THE PLANNING BOARD OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING SECTION 9 OF CHAPTER 4 OF TITLE 10 OF THE CITY CODE CONCERNING PARKING SPACE DIMENSIONS, DRIVE AISLE WIDTHS AND ACCESSIBILITY REFERENCES

WHEREAS, the planning board held a public hearing at its regular meeting on April 11, 2016, to consider of an ordinance amending title 10 of the city code regarding parking space dimensions, drive aisle widths, and references to handicap accessible spaces;

WHEREAS, the planning board considered evidence and testimony concerning the proposed ordinance at said public hearing;

WHEREAS, the planning board finds that, by updating the zoning regulations to make them consistent with adjacent jurisdictions, the proposed ordinance supports and implements the City's Transformation Action 2 goals of the city's comprehensive plan by using tools such as zoning to encourage redevelopment and new development; and

WHEREAS, the planning board finds that the proposed ordinance is in the best interest of the city and will promote the public health, safety, and welfare of its inhabitants;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: The planning board does hereby recommend that city council approve the proposed amendments to section 9 of chapter 4 of title 10 of the city code, more specifically described in the ordinance attached hereto as Exhibit "A".

INTRODUCED, READ AND ADOPTED at the regularly scheduled meeting of the Planning Board of the City of Littleton, Colorado, held on the 11th Day of April 2016, at 6:30 p.m. in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, by the following vote: 5-0.

Planning Board Resolution 04-2016

Page 2

AYES: Chair Pro Tem Rudnicki, Member Graham, Member Samuelson, Member Corbett, Member Stahlman

NAYS: None

ABSENT: Chair Elrod, Member Myles, Member Krueger

ATTEST DocuSigned by:

Denise Ciernia

BY: D03BC259132D426...

Denise Ciernia, Secretary

APPROVED: DocuSigned by:

Karina Elrod

C8DBF2F28A91481...

Karina Elrod, Chair

Approved as to form:

Kristin Schledorn

4A3FB34EA4384FE...

Kristin Schledorn, City Attorney

Planning Board Resolution 04-2016

Page 3

Exhibit A

(see next page)



Carol Kuhn <ckuhn@littletongov.org>

City of Littleton Parking Stall Length

1 message

Megan H. Vogt <mvogt@samiro.com>

Tue, Apr 5, 2016 at 12:03 PM

To: "ckuhn@littletongov.org" <ckuhn@littletongov.org>

Cc: Jay Shaffer <jeramineshaffer@centura.org>, "tpruett@boulderassociates.com"

<tpruett@boulderassociates.com>, "brettspenst@centura.org" <brettspenst@centura.org>

Hi Carol,

I'm writing in support of the proposed revision to reduce the City of Littleton's standard parking stall dimensions. The current requirement for a 20' stall length is outdated, unnecessary, and counter-productive to sustainability efforts. The current over-sized parking stalls result in increased impervious area, ultimately increasing the heat island effect and stormwater runoff from a site.

Furthermore, across the country and within adjacent jurisdictions, 9'x18' parking spaces are standard and are found to be sufficient for modern vehicles. Some jurisdictions will even allow standard spaces as small as 16' in length when opportunities for overhang are present, or 8'x16' stalls designated as "compact". It would be a benefit to Littleton's citizens and developers to revise the requirements to better align with current-day standards.

I appreciate you taking up the issue with the Planning Board on April 11th, and I plan to be in attendance to further support the measure. Please let me know if there's anything else we can do to show support of the revisions. Thanks!

Megan H. Vogt, P.E.

Senior Project Engineer

S. A. MIRO, INC.

4582 S. Ulster St. Pkwy., Ste. 750

Denver, Colorado 80237-2639

Ph 303-741-3737

Direct 720-407-1070

mvogt@samiro.com www.samiro.com





Carol Kuhn <ckuhn@littletongov.org>

90 degree parking standards

1 message

Leslie Lee <llee@norris-design.com>

Mon, Apr 4, 2016 at 1:17 PM

To: "Carol Kuhn (ckuhn@littletongov.org)" <ckuhn@littletongov.org>

From: Leslie Lee**Sent:** Monday, April 04, 2016 10:14 AM**To:** Carol Kuhn (ckuhn@littletongov.org)**Subject:** Parking Spaces

Carol,

We do usually utilize the 9' by 18' dimensions as the standard parking space dimension (with 24' drive aisles) in the design process. Having standardized parking space dimensions throughout the metro area simplifies our design process, eliminating the necessity for initial research for frequently requested design studies.

Following are dimensions from some of the other communities around the metro area that we have worked with recently:

- Lakewood: 9' x 18' with 24' drive aisles.
- Douglas County: 9' x 18' with 24' drive aisles.
- Greenwood Village: 9' x 18' with 24' drive aisles.
- Arapahoe County: 9' x 17' with 24' drive aisles.
- Englewood: 9' x 19' with 24' drive aisles.
- Centennial: 9' x 18'

If you have any other questions, I am happy to help, just let me know.

Leslie Lee, AICP, LEED AP BD+C

Senior Associate



Planning | Landscape Architecture | Project Promotion

1101 Bannock Street | Denver, Colorado 80204

P 303.892.1166 | D 303.575.4577



Staff Communication

File #: ID# 16-102, Version: 1

Agenda Date: 05/17/2016

Subject:
Certification of the May 3, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the May 3rd regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the recording secretary's certification, the May 3rd video as the minutes for the May 3, 2016 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Journal

City Council

Tuesday, May 3, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Council Member Clark arrived at 6:40 p.m.

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Paul Bingham - Retail Marijuana
Susan Burgstine - Retail Marijuana
Don Bruns - Retail Marijuana
Kyle Speidell - Retail Marijuana
John Spencer - Abolishment of Urban Renewal / Streetscape Study
Pam Chadbourne - Meadowbrook / Streetscape / Retail Marijuana
Nick Speidell - Retail Marijuana
Tyler Hensen - Retail Marijuana
Brad Speidell - Retail Marijuana
Robin Sportsbacker - Retail Marijuana
Brian Dempsey - Retail Marijuana
Eric Speidell - Retail Marijuana
Christopher Mote - Retail Marijuana
Stan Zislis - Retail Marijuana
Carol Brzeczek - Streetscape
Jim Clydesdale - Retail Marijuana
Justin Towers - Retail Marijuana

5. Consent Agenda Items

- a) [Ordinance 01-2016](#) Ordinance to approve a Service Agreement with the Meadowbrook-Fairview Metropolitan District for fire and emergency medical response services
- Ordinance 01-2016 was approved on first reading on the consent agenda.

- d) [Ordinance 04-2016](#) An ordinance concerning the regulation and licensing of retail marijuana establishments

Ordinance 04-2016 was approved on first reading on the consent agenda.

Approval of the Consent Agenda

A motion was made by Council Member Cernanec, seconded by Mayor Pro-Tem Brinkman, to approve the consent agenda items a and d. The motion carried by the following vote:

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Items Removed from the Consent Agenda

- b) [ID# 16-71](#) Motion to appoint Christopher Cross as substitute municipal court judge for a two-year term.

Item removed from the Consent Agenda by Council Member Clark.

Council Member Brinkman moved and Council Member Cernanec seconded to approve the appointment of Christopher Cross as substitute municipal court judge for a two-year term.

Council Member Clark moved and Council Member Valdes seconded to postpone approval of appointment of Judge Cross as an associate judge to the regular meeting scheduled for June 7, 2016 to give council time to interview the applicant. The vote was 3-4, with Council Members Beckman, Brinkman, Cernanec and Hopping voting no. The motion to postpone failed.

Vote on original motion was 6-1. The motion carried.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

- c) [Resolution 23-2016](#) Resolution approving a contract with Charlier Associate, Inc. for Littleton's Downtown and Littleton Boulevard Streetscape Project

Item removed from the Consent Agenda by Council Member Clark.

Council Member Hopping moved and Council Member Brinkman to approve the resolution approving a contract with Charlier Associates for the Downtown and Littleton Boulevard Streetscape Project, subject to, and contingent upon, approval of Ordinance 02-2016.

Vote on the motion was 3-4. The motion failed.

Aye: 3 - Mayor Pro Tem Brinkman, Council Member Cernanec and Council Member Hopping

Nay: 4 - Mayor Beckman, Council Member Clark, Council Member Cole and Council Member Valdes

- e) [ID# 16-83](#) Certification of the April 5, 2016 regular meeting minutes

Item removed from the Consent Agenda by Council Member Clark.

Council Member Brinkman moved and Council Member Cernanec to approve, based on the recording secretary's certification, the April 5, 2016 video as the minutes for the April 5, 2016 regular meeting of the City Council. The vote was 6-1, the motion carried.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 02-2016](#) Ordinance on second reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

Mayor Beckman opened and closed the public hearing at 7:58 p.m., with no public comment.

Council Member Hopping moved and Council Member Cole seconded to approve on second reading the ordinance amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016. The motion failed

Aye: 2 - Council Member Cole and Council Member Hopping

Nay: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark and Council Member Valdes

7. General Business

Reschedule May 24, 2016 joint study session with Council, LIFT and the Planning Board

Council Member Hopping moved and Council Member Brinkman seconded to reschedule the joint study session with Planning Board and LIFT from May 24, 2016 to June 14, 2016, moving first reading of ordinance 03-2016 in reference to the abolishment of Littleton Invests for Tomorrow and repealing the city's urban renewal ordinances to July 5, 2016 with the second reading and public hearing on July 19, 2016. The vote was 5-2, the motion carried.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole and Council Member Hopping

Nay: 2 - Council Member Clark and Council Member Valdes

8. Public Comment

Carol Brzeczek - The Grove

Pam Chadbourne - The Grove

Marty Brzeczek - Subdivision of property at Fire Station 19

Paul Bingham - The Grove

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

File #: Ordinance 01-2016, **Version:** 2

Agenda Date: 05/17/2016

Subject:

An ordinance to approve a Service Agreement with the Meadowbrook-Fairview Metropolitan District for fire and emergency medical response services

Presented By: Chris Armstrong, Fire Chief

POLICY QUESTION:

Does city council support entering into an intergovernmental agreement (IGA) between Meadowbrook-Fairview Metropolitan District and Littleton Fire Rescue for fire and medical response services effective July 1, 2016?

BACKGROUND:

The City of Littleton provided fire and emergency medical response services to this special district until 2009 and West Metro Fire Rescue has been providing this service since. The West Metro IGA with Meadowbrook-Fairview Metropolitan District (MFMD) recently expired and MFMD reached out to Littleton Fire Rescue and requested that LFR again provide these contract services. MFMD does not have a desire to annex or become part of another fire protection district and wishes to contract directly with LFR for these services on a long-term basis.

STAFF ANALYSIS:

Meadowbrook-Fairview Metropolitan District has agreed to pay an annual fee equal to the Littleton Fire Protection District's mill levy (7.678 %). This community is located near Wadsworth Blvd and West Chatfield Ave (see Exhibit 1 Map). The MFMD service area includes 1,226 single-family residences, 61 multi-family residences and 23 commercial locations and averages approximately 40 calls per year for service. The revenue created by this IGA, estimated at the current mill levy and assessed value, would be approximately \$343,000 for the first year. The contract automatically renews for a 10-year term.

FISCAL IMPACTS:

The estimated revenue of \$343,000 for the first year contract, and future revenue for service, would be split 50%/50% with the Littleton Fire Protection District.

This contract for service would be accomplished from existing stations, any costs for providing these services to Meadowbrook should already be covered.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance

PROPOSED MOTION:

I move to approve on second reading the ordinance to approve a Service Agreement with Meadowbrook-

Fairview Metropolitan District for fire and emergency medical response services.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 01-2016**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, TO APPROVE A SERVICE AGREEMENT**
11 **WITH MEADOWBROOK-FAIRVIEW METROPOLITAN**
12 **DISTRICT FOR FIRE AND EMERGENCY MEDICAL**
13 **RESPONSE SERVICES**
14

15 **WHEREAS**, the Meadowbrook-Fairview Metropolitan District is a Title 32 special
16 district organized and existing under the laws of the State of Colorado, and is authorized by its
17 service plan to provide emergency fire and medical services within its legal boundaries; and
18

19 **WHEREAS**, the Meadowbrook-Fairview Metropolitan District has requested that
20 Littleton Fire Rescue provide such services within the district; and
21

22 **WHEREAS**, the parties desire to enter into an agreement to set forth their respective
23 rights, duties and obligations;
24

25 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
26 **THE CITY OF LITTLETON, COLORADO, THAT:**
27

28 **Section 1.** The Service Agreement between the City of Littleton and the
29 Meadowbrook-Fairview Metropolitan District is hereby approved.
30

31 **Section 2:** Severability. If any part, section, subsection, sentence,
32 clause or phrase of this ordinance is for any reason held to be invalid, such invalidity
33 shall not affect the validity of the remaining sections of this ordinance. The City Council
34 hereby declares that it would have passed this ordinance, including each part, section,
35 subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more
36 parts, sections, subsections, sentences, clauses or phrases may be declared invalid.
37

38 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
39 conflict with this ordinance are hereby repealed, provided that this repealer shall not
40 repeal the repealer clauses of such ordinance nor revive any ordinance thereby.
41

42
43 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council

1 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of
2 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
3 Library, the Municipal Courthouse and on the City of Littleton Website.

4 PUBLIC HEARING on the Ordinance to take place on the ____ day of
5 _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,
6 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

7
8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the ____ day of _____, 2016 and ordered published by
10 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK

Bruce O. Beckman
MAYOR

15
16 APPROVED AS TO FORM:

17
18 _____
19 Kristin Schledorn
20 CITY ATTORNEY

SERVICE AGREEMENT

1. **PARTIES.** The parties to this Service Agreement are the **CITY OF LITTLETON** (herein, "City"), and **MEADOWBROOK-FAIRVIEW METROPOLITAN DISTRICT** (herein, "Metro District").
2. **RECITALS AND PURPOSES.** Littleton Fire Rescue provides emergency services including fire protection, emergency medical services, and ambulance transportation services on behalf of City. Metro District desires that Littleton Fire Rescue provide such services, and the purpose of this Service Agreement ("Agreement") is to set forth the terms and conditions of providing such services.
3. **TERM.** This Agreement shall commence on July 1, 2016 and shall continue for ten years, or until terminated earlier upon either (a) non-payment or non-appropriation of any annual payment by the governing board of the Metro District; or (b) one year's advance written notice given by either party.
4. **SERVICES.** In consideration of the payments of Metro District set forth herein, Littleton Fire Rescue shall provide the following emergency services to the residents, property owners, and taxpayers of Metro District, the legal boundaries of which are outlined on Exhibit 1: fire prevention, fire protection, urban search and rescue, emergency medical services, ambulance transport, and response to hazardous materials incidents. For purposes of the provision of such services, Littleton Fire Rescue shall advise all appropriate emergency/911 dispatch centers that Littleton Fire Rescue shall be dispatched into the legal boundaries of Metro District for any emergency incident requiring the services listed herein. The parties shall keep one another informed of significant developments, issues, or concerns related to the efficient delivery of fire protection and emergency medical services. Under no circumstances shall City be liable to Metro District for an interruption in or failure of the services caused by acts of God, unavoidable accident, or other circumstances beyond the control of City through no fault of its own.
5. **COMPENSATION.** In consideration of the provision of services set forth herein, Metro District will pay the City semi-annually in two separate, equal payments a sum equal to the gross tax revenue from the mills assessed by Littleton Fire Protection District against all taxable property within the Metro District (currently 7.678 mills). By way of example, if the assessed value of all taxable property within the Metro District is \$44,742,320, Metro District shall pay the City \$343,531.53 per year. The first payment, which shall be based on the mill levy rate and assessed value for the 2015 tax year (which is collected in 2016) shall be made upon execution of this Agreement and shall be pro-rated to cover services through the end of 2016. Subsequent payments shall be due and payable on January 31st and July 1st of each subsequent year.
6. **RENEWAL.** The parties agree that this Agreement will automatically renew for a period of ten (10) years unless terminated as outlined in section 3(b); provided that nothing in this Agreement shall be construed as an obligation upon, or duty of, the City to continue to provide any fire or medical services after the expiration or termination date. Metro District acknowledges that it is solely responsible for obtaining or providing such services for its constituents in the event of termination of this Agreement.
7. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns.
8. **INTERGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understanding. This Agreement may be amended only by an instrument in writing signed by the parties.
9. **COUNTERPARTS.** This Agreement may be executed in several counterparts and, as so executed, shall constitute one Agreement, binding on all the parties even though all the parties have not

signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument of all purposes.

10. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

11. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiation, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through meditation then either party may initiate a civil action in the District Court for Jefferson County.

12. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a party, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of such party, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. SEVERABILITY. Invalidation of any of the provisions of this Agreement or any paragraph, clause, sentence, phrase, or word herein or the application thereof in any given circumstances shall not affect the validity of any other provision of this Agreement.

14. GOVERNING LAW, VENUE, AND ENFORCEMENT. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Jefferson County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the parties hereby waive any and all right either may have had to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The parties agree that the rule that ambiguities in a contract are to be construed against the drafter shall not apply to the interpretation of this Agreement.

15. NOTICES. Any notice given in connection with this Agreement shall be in writing by certified mail, return receipt requested, to the addresses noted below.

16. NO THIRD PARTY BENEFICIARIES. This Agreement will not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

17. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder.

Dated: May ____, 2016

CITY OF LITTLETON

Attest:

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Address for notices: Attn: Fire Chief
2255 W. Berry Ave
Littleton, CO 80120

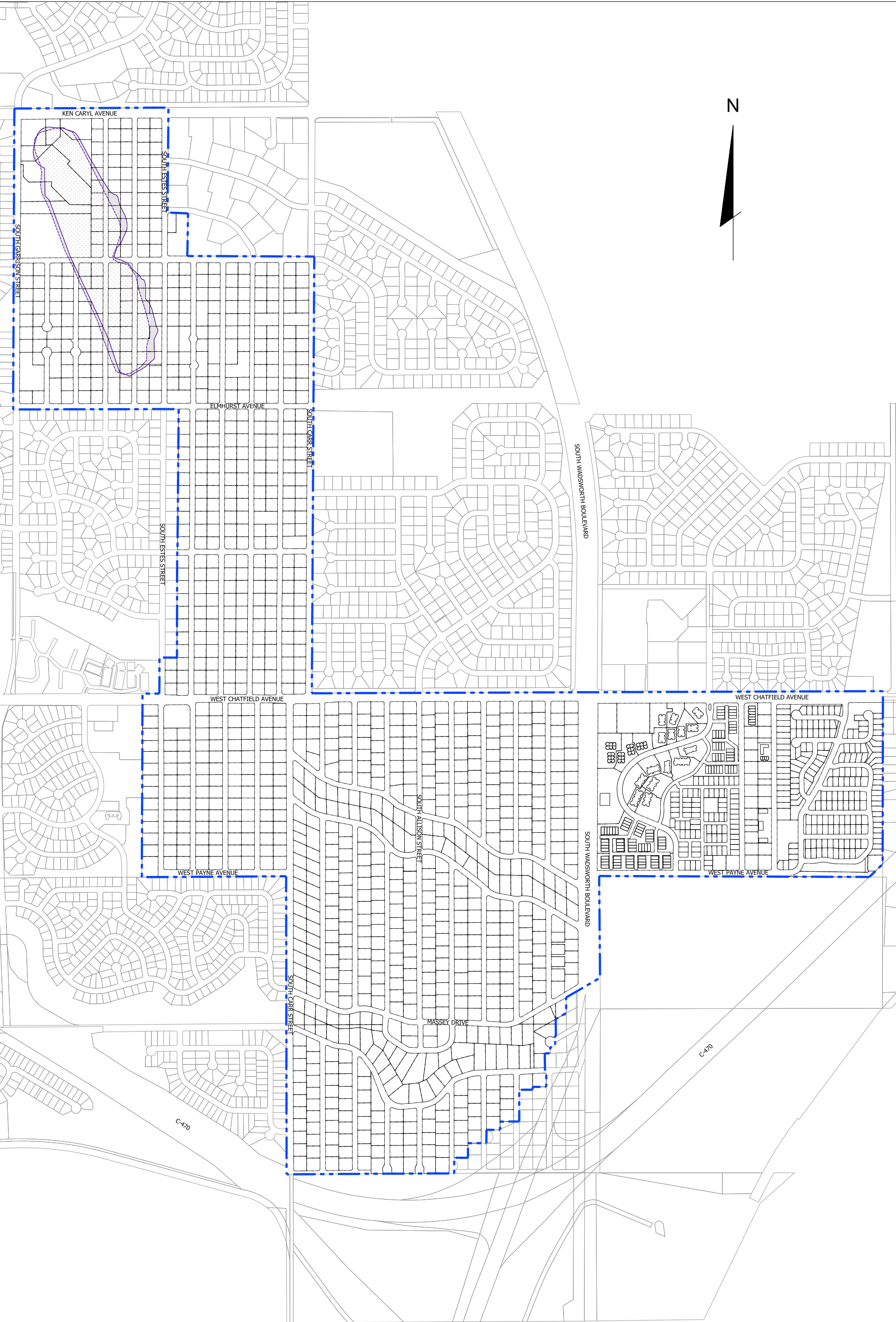
**MEADOWBROOK-FAIRVIEW METROPOLITAN
DISTRICT**

Attest:

Secretary

By: _____
President

Address for notices: Attn: Donald D. Vogt
P.O. Box 840
Morrison, CO 80465
(303) 697-0700
don@vogtlaw.net





Staff Communication

File #: Ordinance 04-2016, **Version:** 2

Agenda Date: 05/17/2016

Subject:

An ordinance concerning the regulation and licensing of retail marijuana establishments

Presented By: Kristin Schledorn, City Attorney
--

POLICY QUESTION:

Does city council support the regulation and licensing of retail marijuana stores?

BACKGROUND:

On April 6, 2016, city council held a study session to discuss retail marijuana licensing. At that study session, council directed staff to bring forward an ordinance to allow retail marijuana stores in the City of Littleton.

The Colorado Constitution (Article XVIII, Section 16) permits adults over the age of 21 to purchase, use, possess and cultivate limited amounts of marijuana and allows local governments to prohibit retail marijuana establishments, to adopt regulations governing the time, place, manner and number of establishments, and to establish licensing procedures and operating fees.

In July 2014, city council approved Ordinance 13-2014, which prohibits retail marijuana establishments in the city (codified in City Code § 3-21-2).

STAFF ANALYSIS:

There are four types of retail marijuana establishments that may be licensed under Colorado law. This ordinance only allows the licensing of retail marijuana stores, and as proposed, provides that the city's four medical marijuana centers could either: (1) apply for a retail marijuana store license, in addition to its medical marijuana center license; or (2) apply for a retail marijuana store license and surrender its medical marijuana center license.

The number of locations would remain limited to four, and the total combined floor area would remain limited to 2,000 square feet. The regulations concerning security requirements, hours of operation, application process, etc., are the same as, or similar to, those for medical marijuana centers.

There are several areas highlighted for council consideration in the attached ordinance.

1. Dual Licensing. Three alternatives are presented for council consideration:

- Dual operation of a medical marijuana center and a retail marijuana store would only be allowed in the same premises, provided the patrons of both the medical marijuana center and the retail marijuana store are 21 years of age or older (pg. 17, lines 21-33 - yellow highlight);

- Dual operation of a medical marijuana center and retail marijuana store would only be allowed, provided there are separate entrances (council should determine whether a common foyer would be allowed) (pg. 17, lines 35-44 and pg. 18, line 1-5 - green highlight); or
- STAFF RECOMMENDATION: The city would leave the decision of whether to limit the age to 21 years or older, or provide separate entrances, to the licensee (green and yellow highlight combined).

2. Distance Limitations. Two alternatives are presented for council consideration:

- STAFF RECOMMENDATION: New and/or dual licenses must comply with the current distance restrictions (pg. 14, lines 13-15 - blue highlight); or
- Distance requirements are not applicable to the existing locations of any medical marijuana center that elects dual operation or converts to a retail marijuana store license (pg. 14, lines 17-20 - pink highlight).

Staff has posted questions on Open Littleton regarding retail marijuana: one related to location and one related to number of stores. The results, as of May 10, 2016, are attached.

Since first reading, there are three changes to the ordinance that staff would propose based on comments received from the dispensary owners. The first requires policy direction from council; the other two are revisions to comport with current store practices.

1. Assignment (3-21-11): This provision has been revised to mirror the language in the medical marijuana chapter (and may need to be further revised depending on council direction with respect to grandfathering existing locations). Dispensary owners have requested assignment only be conditioned on licensing authority approval.
2. Limitation on quantity sold (3-21-24): This provision has been revised from limiting the amount of marijuana that can be sold *per day to per transaction*. Retail stores are not required to keep records on customers like medical dispensaries are, so tracking the amount of marijuana sold per person per day would be more difficult for retail stores.
3. Packaging (3-21-24): This provision has been revised to only require compliance with state packaging requirements. This would eliminate the need for stores to have two sets of labels, in order to comply with city requirements that may differ from state requirements.

FISCAL IMPACTS:

Taxes

There is an additional 3% tax on retail marijuana under City Code § 3-22-2. The city will collect its standard 3% retail sales tax, in addition to this voter-approved 3% special retail marijuana tax. The city will also receive a proportionate share of 15% of the 10% special marijuana state sales tax, which is apportioned based on sales taxes collected in the local jurisdiction (e.g., for the month of January 2016, Glendale received \$15,414, Northglenn \$6,646, and Denver \$273,924). Based on data from neighboring cities and the state's marijuana sales tax distributions, these additional annual sales tax revenues are estimated for the city (amounts include the state shared sales taxes):

1. If two current businesses convert to retail, \$231,000
2. If three current businesses convert to retail, \$346,500
3. If all current businesses convert to retail, \$462,000

Operating fees

Under the Retail Marijuana Code, the city is authorized to collect operating fees. Based on input from the clerk's office, police, planning, and finance, staff recommends an annual operating fee of \$2,500 to cover administration, inspection and enforcement costs.

Shared application fees

License applications are submitted to the state licensing authority, and the state then forwards one-half (1/2) of the application fee (\$500 for medical marijuana centers converting to retail stores and \$5,000 for new retail store applications) to the local jurisdiction.

STAFF RECOMMENDATION:

Staff recommends approval as noted above.

PROPOSED MOTION:

I move to approve the ordinance on second reading concerning the regulation and licensing of retail marijuana establishments.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 4**

4
5 **Series, 2016**

6 **INTRODUCED BY COUNCILMEMBERS:**

7
8 **AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO,**
9 **CONCERNING THE REGULATION AND LICENSING OF**
10 **RETAIL MARIJUANA ESTABLISHMENTS**

11
12 **WHEREAS**, Amendment 64 was adopted by the voting electorate in Colorado on
13 November 6, 2012;

14
15 **WHEREAS**, Amendment 64, codified in Section 16 of Article XVIII of the
16 Colorado Constitution, permits adults over the age of twenty-one to use, possess, and cultivate
17 limited amounts of marijuana pursuant to the restrictions therein and permits the state and local
18 governments to license and regulate retail marijuana establishments to grow, sell, produce, and
19 test marijuana and marijuana products for consumers;

20
21 **WHEREAS**, the Colorado General Assembly enacted the Colorado Retail
22 Marijuana Code, codified in Article 43.4 of Title 12, C.R.S., to further license and regulate retail
23 marijuana establishments;

24
25 **WHEREAS**, Amendment 64 and the Colorado Retail Marijuana Code allow local
26 governments to regulate the time, place, manner, and number of retail marijuana establishments in
27 their community; and

28
29 **WHEREAS**, in the interest of public safety the city desires all marijuana to be sold
30 by licensed and regulated commercial operators;

31
32 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
33 **THE CITY OF LITTLETON, COLORADO, THAT:**

34
35 **Section 1:** Chapter 21 of Title 3 of the City Code is hereby repealed and replaced
36 with the following:

37
38 Chapter 21. “RETAIL MARIJUANA ESTABLISHMENTS”

- 39
40 3-21-1: Definitions
41 3-21-2: License Required
42 3-21-3: General Licensing Procedures
43 3-21-4: Application for License
44 3-21-5: Investigation of Application
45 3-21-6: Standards for Issuance of License
46 3-21-7: Denial of License

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33	3-21-40:	Limitation on Number and Size
34	3-21-41:	Point of Contact for State Licensing Authority

35

36

37

38 3-21-1: **DEFINITIONS.** As used in this chapter, the following words shall have the
39 following meanings, unless the context clearly requires otherwise:

40

41 AMENDMENT 64: Section 16 of Article XVIII of the Colorado Constitution.

42

43 APPLICANT: A corporation, partnership, association, limited liability company, person or
44 person(s) over twenty-one (21) years of age who has submitted an application for a license

1 pursuant to this chapter.

2
3 APPLICATION: An application for license submitted pursuant to this chapter.

4
5 CITY: The City of Littleton, Colorado.

6
7 COLORADO RETAIL MARIJUANA CODE: Article 43.4 of Title 12, C.R.S., 1 CCR 212-2, and
8 any rules or regulations promulgated thereunder.

9
10 DAY: A calendar day, unless otherwise noted.

11
12 DISTRIBUTE: To deliver, with or without remuneration.

13
14 GOOD CAUSE: For the purposes of denying a license or renewal under this chapter:

15
16 1. The licensee or applicant has violated, does not meet, or has failed to comply with
17 any of the terms, conditions, or provisions of this chapter or any rule and regulation
18 promulgated pursuant to this chapter or any provision of Colorado Retail Marijuana Code
19 or any rule or regulation promulgated pursuant thereto or any state or federal law or
20 regulation except any federal law that conflicts with Amendment 64; or

21
22 2. The licensee or applicant has failed to comply with any special terms or conditions
23 that were placed on its license at the time the license was issued, or that were placed on its
24 license in prior disciplinary proceedings or that arose in the context of potential disciplinary
25 proceedings; or

26
27 3. The Retail Marijuana Store has been operated in a manner that adversely affects the
28 public health, welfare or safety of the City. Evidence to support such a finding can include,
29 but is not limited to:

30
31 (a) A continuing pattern of offenses against the public peace, as defined in title 6,
32 chapter 4 of this code;

33
34 (b) A continuing pattern of drug related criminal conduct within the licensed
35 premises;

36
37 (c) A continuing pattern of criminal conduct directly related to or arising from the
38 operation of the Retail Marijuana Store;

39
40 (d) A felony associated with the Retail Marijuana Store, or one or more of its
41 owner(s) or manager(s);

42
43 (e) Failure to provide correct information for each person required in section 3-21-
44 4 of this chapter;

(f) Failure to pay sales taxes in full by the deadlines specified by this code.

LICENSE: A license to operate a Retail Marijuana Store issued by the City pursuant to this chapter.

LICENSED PREMISES: The premises specified in an application for a license pursuant to this chapter and the Colorado Retail Marijuana Code which is owned or in legal possession of the licensee and within which the licensee is authorized to sell marijuana in accordance with the provisions of this chapter, Amendment 64, and the Colorado Retail Marijuana Code.

LICENSEE: A person to whom a license has been issued pursuant to this chapter.

LOCAL LICENSING AUTHORITY or AUTHORITY: The City Council appointed board as defined in Title 2, Chapter 10 of this Code.

MARIJUANA: Shall have the same definition as “cannabis” as set forth in section 6-4-1 of this Code.

MARIJUANA ACCESSORIES: Any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

MEDICAL MARIJUANA CENTER: Shall have the same definition as set forth in section 3-20-1 of this code.

OPERATING FEES: Fees that must be paid by a licensee for the costs of administering and enforcing this chapter.

RETAIL MARIJUANA ESTABLISHMENT: A retail marijuana store, a retail marijuana cultivation facility, a retail marijuana product manufacturing facility, or a retail marijuana testing facility.

RETAIL MARIJUANA STORE: An entity licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

RETAIL MARIJUANA CULTIVATION FACILITY: An entity licensed to cultivate, prepare, and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY: An entity licensed to

1 purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana
2 and marijuana products to other marijuana product manufacturing facilities and to retail marijuana
3 stores, but not to consumers.

4
5 **RETAIL MARIJUANA TESTING FACILITY:** An entity licensed to analyze and certify the safety
6 and potency of marijuana.

7
8 **STATE LICENSING AUTHORITY:** The executive director of the Department of Revenue or the
9 deputy director of the Department of Revenue as set forth in C.R.S. 12-43.4-201.

10
11 **3-21-2: LICENSE REQUIRED.**

12
13 (A) No person shall sell or otherwise distribute for remuneration any marijuana or marijuana
14 products for non-medical use in the City without a valid license issued in accordance with
15 this chapter and the Colorado Retail Marijuana Code.

16
17 (B) This subsection 3-21-2(A) shall not apply to an individual twenty-one (21) years of age or
18 older acting in conformance with Amendment 64.

19
20 (C) Any requirements set forth in this chapter shall be in addition to, and not in lieu of, any
21 other requirements imposed by any State or local law.

22
23 **3-21-3: GENERAL LICENSING PROCEDURES.**

24
25 For the purpose of regulating the commercial offering for sale and sale of marijuana, the Authority
26 in its discretion, upon application in the prescribed form, may issue and grant to the applicant a
27 Retail Marijuana Store License subject to the provisions and restrictions provided in this chapter,
28 Amendment 64 and the Colorado Retail Marijuana Code.

29
30 **3-21-4: APPLICATION FOR LICENSE.**

31
32 (A) A person seeking to obtain a license pursuant to this chapter shall file an application with
33 the city clerk. The form of the application shall be provided by the city clerk.

34
35 (B) A license pursuant to this chapter does not eliminate the need for the licensee to obtain
36 other required City licenses and permits related to the operation of the approved Retail
37 Marijuana Store, including, without limitation:

- 38
39 1. Any required land use approval, if applicable;
40
41 2. A City sales tax license;
42
43 3. A building permit, mechanical permit, plumbing permit, electrical or fire permit.
44

- 1 (C) An application for a license under this chapter shall contain the following information:
2
3 1. The applicant's name, address, telephone number and social security number;
4
5 2. The street address, and unit number, if applicable, of the proposed Retail Marijuana
6 Store, and a complete description of the site drawn to scale for which the license is being
7 obtained;
8
9 3. If the applicant is not the owner of the proposed location of the Retail Marijuana
10 Store, a notarized statement from the owner of such property authorizing the submission
11 of the application;
12
13 4. A completed set of the applicant's fingerprints;
14
15 5. A statement to be signed by the applicant that the City accepts no legal liability
16 in connection with the approval and subsequent operation of the Retail Marijuana Store;
17
18 6. If the owner is a partnership, association or limited liability company, the names,
19 social security numbers, and addresses of every partner, member and person holding any
20 financial interest in the partnership, association or limited liability company;
21
22 7. If the owner is a corporation, the names, social security numbers, and addresses of
23 every officer or director of the corporation, and person holding any financial interest in the
24 corporation;
25
26 8. Name, social security number, and address of any manager or managers of the
27 Retail Marijuana Store;
28
29 9. A completed set of fingerprints for any person identified in subsections (6) through
30 (8), above;
31
32 10. An acknowledgment from any person identified in subsections (6) through (8),
33 above, that the City will conduct a background investigation as specified in this chapter;
34
35 11. A certified fingerprint based FBI identification record for any person identified in
36 subsections (6) through (8), above;
37
38 12. The applicant(s) must provide a State and City sales tax number to the City at the time
39 of license application;
40
41 13. A statement of whether or not any person identified in subsections (6) through (8),
42 above, has:
43
44 (a) Had a license for a Medical Marijuana Center or Retail Marijuana

Establishment suspended or revoked by the State of Colorado, any other state, or by the local licensing authority in this or any other jurisdiction; and

(b) Been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding five (5) years.

14. Any additional document(s) or information reasonably requested by the Authority.

(D) Applications shall be processed by the City in order of receipt of a completed application.

(E) Applications may be amended to change corporate structure, registered manager, change of operation plan or modification of premises by submitting an amendment on a form approved by the city clerk.

3-21-5: INVESTIGATION OF APPLICATION.

(A) Upon receipt of a properly completed application, together with all information required in connection therewith, the city clerk shall transmit copies of the application to:

1. The police department;
2. The department of community development; and
3. Any other person or agency which the Authority determines should properly investigate and comment upon the application.

(B) Upon the receipt of a completed application, the police department shall review a fingerprint-based criminal background.

(C) Within sixty (60) days of receipt of a completed application, those City departments and other referral agencies described in subsection (A) of this section shall provide the city clerk with comments concerning the application.

3-21-6: STANDARDS FOR ISSUANCE OF LICENSE.

(A) The Authority shall issue a license under this chapter when, after thorough consideration of the application and any comments from City departments or other referral agencies, and from review of such other information as required by this chapter or the Colorado Retail Marijuana Code, the Authority determines that the applicant complies with all of the requirements of this chapter and the Colorado Retail Marijuana Code, including the following:

1. The application, including any required attachments and submissions, is complete

1 and signed by the applicant;

2
3 2. The applicant has paid the operating fee as required by this chapter;

4
5 3. The application does not contain a material falsehood or misrepresentation;

6
7 4. The location of the Retail Marijuana Store is proposed to be located on a
8 premise permitted by this chapter;

9
10 5. The criminal history of the applicant, and any person identified in 3-21-4(C)(6)
11 through (8), does not identify any matters which would disqualify the applicant from
12 holding a license; and

13
14 6. The applicant meets or otherwise will meet all the requirements of this chapter.

15
16 (B) The Authority shall approve or deny a license application no later than ninety (90) days
17 after a complete application and any comments from City departments or other referral
18 agencies are received by the city clerk. The city clerk shall promptly forward notice of the
19 Authority's decision to the State Licensing Authority.

20
21 (C) Prior to the issuance of the license, the Authority shall make a finding and determination
22 as to the good moral character of the applicant in accordance with the standards and
23 procedures set forth in the Colorado Retail Marijuana Code. In so doing, the Authority may
24 incorporate any findings as to good moral character previously made by the State Licensing
25 Authority. If the background investigation is not complete by the time the Authority must
26 approve or deny the license as provided in subsection (B), the Authority may issue a license
27 conditioned on the review of the criminal background investigation.

28
29 3-21-7: **DENIAL OF LICENSE.**

30
31 (A) The Licensing Authority shall deny an application for a license under this chapter, if the
32 Authority determines that the applicant has failed to meet its burden, because:

- 33
34 1. Information contained in the application or supplemental information requested from
35 the applicant is found to be false in any material respect; or
36
37 2. The application fails to meet any of the standards or requirements set forth in the
38 Colorado Retail Marijuana Code or this chapter, including a finding of good cause.

39
40 (B) If an application is denied, the Licensing Authority shall set forth in writing the grounds
41 for denial.

42
43 (C) Upon the denial of a license, the city clerk shall notify the State Licensing Authority and
44 refund the operating fee submitted by the licensee as part of its application.

1
2 3-21-8: **AUTHORITY TO IMPOSE CONDITIONS ON LICENSE.**
3

4 The Authority shall have the authority to impose such reasonable terms and conditions on a license
5 as may be necessary to protect the public health, safety and welfare, and to obtain compliance with
6 the requirements of this chapter and applicable law. If an application is conditionally approved,
7 the Authority shall set forth in writing the conditions of the approval.
8

9 3-21-9: **DECISION BY LICENSING AUTHORITY.**
10

11 (A) Upon receipt of an application for a local license, the Authority shall schedule a public
12 hearing upon the application to be held not less than sixty (60) days after the date of receipt
13 by the city clerk of comments from City departments and referral agencies concerning the
14 application. Notice of the hearing shall be posted and published not less than ten (10) days
15 prior to the hearing. The Authority shall give public notice by the posting of notice in a
16 conspicuous place on the Retail Marijuana Store premises for which application has been
17 made and by publication in a newspaper of general circulation in Arapahoe County,
18 Colorado.
19

20 (B) The Authority shall provide to the applicant findings of any investigation into the
21 application ten days (10) prior to the hearing.
22

23 3-21-10: **CONTENTS OF LICENSE.**
24

25 (A) A license shall contain the following information:
26

- 27 1. The name of the licensee;
- 28
- 29 2. The date of the issuance of the license;
- 30
- 31 3. The address at which the licensee is authorized to operate the Retail Marijuana Store;
- 32
- 33 4. Any special conditions of approval imposed upon the license; and
- 34
- 35 5. The date of the expiration of the license.
36

37 (B) A license must be signed by both the applicant and the chair of the Licensing Authority to
38 be valid.
39

40 3-21-11: **LICENSE NOT TRANSFERABLE; EXCEPTIONS.**
41

42 A license is nontransferable and nonassignable. Any attempt to transfer or assign a license voids
43 the license. Notwithstanding the foregoing, a transfer of a license shall be permitted in the
44 following circumstance:

1 (A) The transferee applies for and receives approval for a new license, conditioned upon
2 relinquishment of the transferor's license; and
3

4 (B) The license transfer location is permitted under section 3-21-19 of this chapter.
5

6 **3-21-12: NOTICE OF ISSUANCE OF LICENSE.**
7

8 Upon the issuance of a license, the city clerk shall notify the State Licensing Authority and send a
9 copy of the license to the City Council and any department designated by the city manager.
10

11 **3-21-13: DURATION OF LICENSE; RENEWAL.**
12

13 (A) Any license issued pursuant to this chapter shall be valid for one (1) year from the date
14 of issuance, and may be renewed as provided in this chapter and chapter 2 of this title.
15 Any renewal of the license shall be governed by the standards and procedures set forth
16 in the Colorado Retail Marijuana Code and this title.
17

18 (B) An application for the renewal of an existing license shall be made to the city clerk not
19 less than thirty (30) days prior to the date of expiration. No application for renewal
20 shall be accepted by the city clerk after the date of expiration.
21

22 (C) The applicant shall, at the time of an application to renew a license, not be delinquent
23 on any applicable City fees or taxes.
24

25 (D) All renewal applications must be accompanied by the operating fee in effect at the time
26 the licensee files its application for renewal.
27

28 (E) The Authority may refuse to renew a license for good cause. For purposes of this
29 section the burden shall be upon the City by a preponderance of the evidence to show
30 good cause exists to deny the renewal application.
31

32 (F) Failure of the licensee to renew and keep its State license current and valid shall be
33 grounds for revocation of any license issued pursuant to this chapter.
34

35 **3-21-14: DUTIES OF LICENSEE.**
36

37 It is the duty and obligation of each licensee to do the following:
38

39 (A) Comply with all the terms and conditions of the license, and any special conditions on the
40 license.
41

42 (B) Comply with all of the requirements of this chapter.
43

44 (C) Comply with all other applicable City ordinances.

1
2 (D) Comply with all state laws and administrative regulations pertaining to marijuana.

3
4 (E) Comply with all applicable federal laws, rules or regulations, other than a federal law,
5 rule or regulation concerning the possession, sale or distribution of marijuana that
6 conflicts with Amendment 64.

7
8 (F) Take all reasonable steps to discourage and correct conditions that constitute a nuisance
9 in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent
10 properties during business hours, if related to the patrons or operation of the Retail
11 Marijuana Store.

12
13 (G) Permit inspection of its records and operation by the City for the purpose of
14 determining the licensee's compliance with the terms and conditions of the license.

15
16 (H) Ensure that any disposal of marijuana or marijuana infused products is done in accordance
17 with applicable state and local laws.

18
19 3-21-15: **POSTING OF LICENSE.**

20
21 A license shall be posted continuously in a conspicuous public location at the Retail Marijuana
22 Store.

23
24 3-21-16: **SUSPENSION OR REVOCATION OF LICENSE.**

25
26 (A) A license issued pursuant to this chapter may be suspended or revoked by the Licensing
27 Authority for any of the following reasons:

28
29 1. Fraud, misrepresentation, or a false statement of material fact contained in the license
30 application;

31
32 2. A violation of any City, state or federal law or regulation, other than federal law or
33 regulation concerning the production, transportation, possession, sale or distribution of
34 marijuana that conflicts with Amendment 64;

35
36 3. A violation of any of the terms and conditions of the license, including any special
37 conditions of approval imposed upon the license;

38
39 4. A violation of any of the provisions of this chapter;

40
41 5. Cessations of operations at the Retail Marijuana Store for more than thirty (30) days.

42
43 (B) The city clerk shall notify the licensee of the issuance of a show cause order to suspend
44 or revoke the license. Notice shall be given by mailing a copy of the order to the licensee

1 by regular mail, postage prepaid, at the address shown in the license. Notice is deemed to
2 have been properly given upon mailing.

- 3
4 (C) A hearing shall then be scheduled before the Licensing Authority within forty five (45)
5 days of the notice of the show cause order.

6
7 1. The burden of proof at the hearing shall be on the City;

8
9 2. If the Authority finds by a preponderance of the evidence that the allegations in
10 the show cause order are sustained, the Authority shall issue such order in writing to the
11 licensee within ten (10) days;

12
13 3. Upon a finding sustaining the show cause, the Authority shall have the power to
14 revoke, suspend and/or place additional reasonable conditions on the license.

- 15
16 (D) In deciding whether a license should be suspended or revoked in accordance with this
17 section, and in deciding what conditions to impose in the event of a suspension, if any, the
18 Authority shall consider the aggravating and mitigating factors in Section 3-2-14 of this
19 title.

- 20
21 (E) The remedies provided in this section are in addition to any other remedy provided by
22 applicable law.

23
24 3-21-17: **OPERATING FEES.**

- 25
26 (A) Operating fees, necessary for the administration, regulation, and implementation of this
27 chapter shall be set by the City Council by resolution.

- 28
29 (B) The amount of fees charged pursuant to this section shall be reviewed by City Council
30 annually and, if necessary, adjusted to reflect the direct and indirect costs incurred by the
31 City in connection with the administration and enforcement of this chapter, including
32 costs of unannounced compliance checks.

33
34 3-21-18: **RETAIL MARIJUANA STORE REQUIREMENTS AND**
35 **RESTRICTIONS.**

- 36
37 (A) All Retail Marijuana Store licenses shall be issued for a permanent location, which shall
38 be considered the licensed premises. No Retail Marijuana Store shall be permitted to
39 deliver or operate from a moveable, mobile, or transitory location.

- 40
41 (B) It shall be unlawful for any Retail Marijuana Store to employ any person at a
42 licensed premises who is younger than twenty-one years of age.

- 43
44 (C) The name and contact information for the owner or owners and any manager of the Retail

1 Marijuana Store shall be conspicuously posted in the facility, together with the name and
2 contact information of any person designated by the owner to be contacted in the event of
3 an emergency.
4

5 (D) No change shall be made to the floor plan of the interior of any licensed premises unless
6 such modification is approved by the Authority and all other appropriate City
7 departments prior to the time the change is made.
8

9 (E) No marijuana shall be smoked, eaten or otherwise consumed or ingested on or within the
10 licensed premises.
11

12 (F) The license issued pursuant to this chapter shall be posted continuously and
13 conspicuously at the licensed premises.
14

15 (G) All Retail Marijuana Stores shall post a sign in a conspicuous location stating:
16

17 IT IS ILLEGAL TO SELL OR TRANSFER MARIJUANA TO ANYONE UNDER THE AGE
18 OF TWENTY-ONE.
19

20 IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE.
21

22 THE POSSESSION OF MARIJUANA REMAINS A CRIME UNDER FEDERAL LAW.
23

24 3-21-19: **PROHIBITED LOCATIONS.**
25

26 Prior to the issuance of a license for a Retail Marijuana Store, the Licensing Authority shall
27 determine whether the proposed location of the Retail Marijuana Store complies with the
28 requirements of this section. Failure to comply with the requirements of this section shall preclude
29 issuance of a license.
30

31 (A) No Retail Marijuana Store shall be located at the following locations:
32

33 1. Within five hundred feet (500') of a licensed childcare facility;
34

35 2. Within one thousand feet (1,000') of any educational institution or school, college
36 or university, either public or private;
37

38 3. Within one thousand feet (1,000') of any public park, public pool or public or
39 private recreational facility;
40

41 4. Within one thousand feet (1,000') of any halfway house or correctional facility;
42

43 5. Within one thousand feet (1,000') of any other Retail Marijuana Store or Medical
44 Marijuana Center;

6. Within any building or structure that contains a residential unit.

(B) The distances described in subsection (A) of this section shall be computed by direct measurement from the nearest property line of the land used for the above purposes to the nearest portion of the building housing the Retail Marijuana Store, using a straight line.

(C) The suitability of a location for a Retail Marijuana Store shall be determined at the time of the issuance of the first license for such Retail Marijuana Store. The fact that changes in the neighborhood occur after the issuance of the first license might render the site unsuitable for a Retail Marijuana Store under this section shall not be grounds to suspend, revoke or refuse to renew the license for such Retail Marijuana Store so long as the license for the Retail Marijuana Store remains in effect.

(D) It shall be unlawful for any person to test, cultivate, produce, manufacture, distribute, transmit, or sell marijuana as a home occupation.

(E) Any licensee licensed prior to adoption of this chapter as a Medical Marijuana Center must comply with the distance limitations in this section upon conversion to a Retail Marijuana Store license or to operate a dual marijuana business operation.

(E) The existing location of any Medical Marijuana Center licensed prior to the adoption of this chapter shall not be required to comply with the distance limitations in this section upon conversion to a Retail Marijuana Store license or to operate a dual marijuana business operation.

3-21-20: **HOURS OF OPERATION.**

A Retail Marijuana Store may open no earlier than nine o'clock (9:00) A.M. and shall close no later than seven o'clock (7:00) P.M. the same day. A Retail Marijuana Store may be open seven (7) days a week.

3-21-21: **SIGNAGE.**

All signage for a Retail Marijuana Store shall comply with the requirements of this code. In addition, no licensee shall display a sign for a Retail Marijuana Store that contains the word "marijuana", "cannabis", or any other word or phrase commonly understood to refer to marijuana or a graphic/image of any portion of a marijuana plant, or paraphernalia associated with marijuana use.

3-21-22: **PERSONS PROHIBITED AS LICENSEES AND MANAGERS.**

No license provided by this chapter shall be issued to or held by:

- 1 (A) Any person who, in the immediately preceding twelve (12) months had a Medical
2 Marijuana Center license or Retail Marijuana Establishment license revoked or suspended
3 by the State of Colorado, any other state, or by the local licensing authority in this or any
4 other jurisdiction.
5
- 6 (B) Any person who has been convicted of a felony or has completed any portion of a felony
7 sentence within the preceding five (5) years.
8
- 9 (C) Any person of bad moral character as defined by the Colorado Retail Marijuana Code.
10

11 **3-21-23: AGE RESTRICTIONS.**
12

13 No person under the age of twenty-one (21) shall be allowed in any portion of a Retail Marijuana
14 Store. The entrance to a Retail Marijuana Store shall be clearly and legibly posted with the
15 following notice: "You must be twenty-one (21) years of age or older to enter this premises."
16

17 **3-21-24: PACKAGING AND LIMITATIONS ON QUANTITY SOLD.**
18

19 A Retail Marijuana Store may not sell more than one (1) ounce of marijuana or equivalent of a
20 marijuana product per Colorado resident per transaction, or one-quarter (1/4) ounce of marijuana
21 or equivalent of a marijuana product per non-Colorado resident per transaction. All packaging
22 shall comply with the requirements of the Colorado Retail Marijuana Code and any rules or
23 regulations promulgated by the Colorado Marijuana Enforcement Division.
24

25 **3-21-25: SECURITY REQUIREMENTS.**
26

27 A licensee shall provide adequate security on the premises of a Retail Marijuana Store including,
28 but not limited to, the following:
29

- 30 (A) Surveillance: Security surveillance cameras installed to monitor each entrance to the
31 Retail Marijuana Store along with the interior and exterior of the premises to
32 discourage and to facilitate the reporting and investigation of criminal acts and nuisance
33 activities occurring at the premises. The licensed premises shall be monitored and
34 secured twenty-four (24) hours a day including, at a minimum, the following security
35 measures:
36
- 37 1. Installation and use of security cameras to monitor all areas of the licensed
38 premises where persons may gain or attempt to gain access to marijuana, marijuana
39 products, or monies maintained by the Retail Marijuana Store;
40
 - 41 2. Security video shall be preserved for at least ninety (90) days by the licensee, and be
42 made available to law enforcement officers upon demand;
43
 - 44 3. Installation of a monitored user alarm system compliant with the Colorado Retail

1 Marijuana Code and any other applicable State regulations;

2
3 4. Robbery and burglary alarm systems that are professionally installed, monitored
4 and maintained in good working condition.

5
6 (B) Inventory: All salable inventory of marijuana must be kept and stored in a secured,
7 locked manner until removed at the time of sale.

8
9 (C) Safe: A locking safe or secure vault permanently affixed or built into the premises to
10 store any currency or other items of value on site.

11
12 (D) Lighting: Exterior lighting that illuminates the exterior walls of the business, provided
13 such illumination is physically possible.

14
15 (E) Emergency Contact: A licensee shall provide the chief of police with the name and
16 number of an onsite staff person to whom the City may provide notice of any operating
17 problems associated with the Retail Marijuana Store.

18
19 3-21-26: **OPERATING PLANS.**

20
21 In connection with the license application, the applicant shall provide a detailed operations plan
22 and, upon issuance of a license, shall operate the Retail Marijuana Store in accordance with the
23 plan. Such plan shall include:

24
25 (A) Floor Plan: A plan showing the layout of the Retail Marijuana Store and the
26 principal uses of the floor area depicted. The primary entrance of any stand-alone facility
27 shall be located and maintained clear of barriers, landscaping and similar obstructions so
28 that it is clearly visible from public streets, sidewalks or site driveways.

29
30 (B) Storage: A Retail Marijuana Store shall provide a storage plan in compliance with section
31 3-21-25 of this chapter.

32
33 (C) Security Plans: A Retail Marijuana Store shall provide a security plan in compliance with
34 section 3-21-25 of this chapter.

35
36 (D) Lighting Plan: A Retail Marijuana Store shall provide a lighting plan in accordance with
37 this code. Such plan shall also include any mitigation controls to lessen adverse impacts to
38 the surrounding properties.

39
40 (E) Odor Controls: A Retail Marijuana Store shall provide a plan for the mitigation and control
41 of odors and other environmental impacts which may emanate from the Retail Marijuana
42 Store. Such plan shall describe the ventilation system for the premises.

43
44 (F) Product and Service Description: A description of the products and services to be

provided by the Retail Marijuana Store.

3-21-27: **PROVISIONS APPLICABLE TO EXISTING MEDICAL MARIJUANA CENTERS.**

A Medical Marijuana Center licensee in good standing with the City qualified to receive a State license may either apply for a Retail Marijuana Store license in addition to its Medical Marijuana Center license or apply for a Retail Marijuana Store license and surrender its Medical Marijuana Center license when the Retail Marijuana Store license is issued. Any licensee who wishes to apply for an additional Retail Marijuana Store license or convert its Medical Marijuana Center license to a Retail Marijuana Store license must complete the application and approval process and otherwise meet the requirements of the Colorado Retail Marijuana Code and this chapter, including but not limited to the location prohibitions contained in section 3-21-19.

3-21-28: **DUAL OPERATION.**

(A) A person who holds both a license to operate a Medical Marijuana Center and a license to operate a Retail Marijuana Store may operate both licenses in the same premises provided the licensee meets the requirements of the Colorado Retail Marijuana Code and this chapter, including but not limited to the location prohibitions in section 3-21-19. For any Retail Marijuana Store that is located in the same premises as a Medical Marijuana Center, the licenses for both must be held by the same licensee.

(B) A Medical Marijuana Center that does not authorize patients under the age of twenty-one (21) years to be on the premises may hold a Retail Marijuana Store license and operate a dual operation retail business at a shared licensed premises and may share the same entrances and exits, subject to the following:

1. The Medical Marijuana Center must post signage clearly conveying that persons under twenty-one (21) years of age may not enter the establishment.
2. Medical marijuana and retail marijuana and medical marijuana-infused products and retail marijuana products must be displayed separately on the same sale floor.
3. Record keeping for the business operations of both must enable the State Licensing Authority and Local Licensing Authority to clearly distinguish the inventories and business transactions of medical marijuana and medical marijuana-infused products from retail marijuana and retail marijuana products.

(C) A Medical Marijuana Center that does authorize patients under the age of twenty-one (21) years to be on the premises may hold a Retail Marijuana Store license and operate a dual operation retail business at a shared licensed premises, subject to the following:

1. The Retail Marijuana Store licensee must post signage clearly conveying that persons under twenty-one (21) years of age may not enter the area that contains the Retail Marijuana Store.

2. The Medical Marijuana Center and the Retail Marijuana Store but must have separate entrances and exits, and medical marijuana and retail marijuana goods and products must be separately displayed and sold. [A common foyer shall be permitted.]
3. Record keeping for the business operations of both must enable the Local Licensing Authority and State Licensing Authority to clearly distinguish the inventories and business transaction of medical marijuana and medical marijuana-infused products from retail marijuana and retail marijuana products.

3-21-29: **FAILURE OF STATE LICENSING AUTHORITY TO ACT.**

The City shall not issue any license to a Retail Marijuana Store should the State Licensing Authority fail to take action on the license application within 90 days.

3-21-30: **COMPLIANCE WITH STATE LAW.**

(A) To the extent the State has adopted or adopts in the future any additional or stricter laws or regulations governing the sale or distribution of marijuana, the additional or stricter regulations shall control the establishment or operation of any Retail Marijuana Store in the City. Compliance with any applicable State law or regulation shall be deemed an additional requirement for issuance or denial of any license under this chapter, and noncompliance with any applicable State law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

(B) Any Retail Marijuana Store licensed pursuant to this chapter may be required to demonstrate, upon demand by the Authority or by law enforcement officers that the source and quantity of any marijuana found upon the licensed premises is in full compliance with any applicable State law or regulation.

3-21-31: **RELATION TO COLORADO RETAIL MARIJUANA CODE.**

Except as otherwise specifically provided herein, this chapter incorporates the requirements and procedures set forth in the Colorado Retail Marijuana Code. In the event of any conflict between the provisions of this chapter and the provisions of the Colorado Retail Marijuana Code, the more restrictive provision shall control.

3-21-32: **MARIJUANA ACCESSORIES.**

Any person twenty-one (21) years of age or older is hereby authorized to manufacture, possess, distribute, sell or purchase marijuana accessories in conformance with Amendment 64.

3-21-33: **SALES TAX LICENSE REQUIRED.**

At all times while a license is in effect the licensee shall possess a valid sales tax license issued under this code.

1
2 3-21-34: **TAXES.**

3
4 Each licensee shall pay sales tax on all marijuana, marijuana accessories and other tangible
5 personal property sold by the licensee in accordance with the City code.
6

7 3-21-35: **NO WAIVER OF GOVERNMENTAL IMMUNITY.**
8

9 In adopting this chapter the City Council is relying on and does not waive or intend to waive any
10 provision of this chapter, the monetary limitations or any other rights, immunities and protections
11 provided by the Colorado governmental immunity act, section 24-10-101 et seq., Colorado
12 Revised Statutes, as from time to time amended, or any other limitation, right, immunity, or
13 protection otherwise available to the City, its officers or its employees.
14

15 3-21-36: **NO CITY LIABILITY.**
16

17 By accepting a license issued pursuant to this chapter, a licensee releases the City, its officers,
18 elected and appointed officials, employees, attorneys and agents from any liability for injuries,
19 damages or liabilities of any kind that result from any arrest or prosecution of Retail Marijuana
20 Store owners, officers, operators, employees, clients or customers for a violation of City, state or
21 federal laws, rules or regulations. The City may require a licensee to execute a written instrument
22 confirming the provisions of this chapter.
23

24 3-21-37: **INDEMNIFICATION OF CITY.**
25

26 By accepting a license issued pursuant to this chapter a licensee, jointly and severally, if more than
27 one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys,
28 agents, insurers, and self-insurance pool against all liability, claims and demands, on account of
29 injury, loss or damage, including, without limitation, claims arising from bodily injury, personal
30 injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever,
31 which arise out of or are in any manner connected with the operation of the Retail Marijuana Store
32 that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and
33 to provide defense for and defend against, any such liability, claims, or demands at its expense,
34 and to bear all other costs and expenses related thereto, including court costs and attorney fees.
35 The City may require a licensee to execute a written instrument confirming the provisions of this
36 chapter.
37

38 3-21-38: **OTHER LAWS REMAIN APPLICABLE.**
39

40 The provisions of this chapter do not protect licensees, operators, employees, customers and clients
41 of a permitted Retail Marijuana Store from prosecution pursuant to any laws that may prohibit
42 sales, use or possession of controlled substances. In addition, as of the date of the adoption of this
43 chapter the sale, possession, distribution and use of marijuana remain violations of federal law,
44 and this chapter affords no protection against prosecution under such federal laws. Licensees,

1 operators, employees, customers and clients of a permitted Retail Marijuana Store assume any and
2 all risk and any and all liability arising or resulting from the operation of the Retail Marijuana
3 Store under any City, state or federal law. Further, to the greatest extent permitted by law, any
4 actions taken under the provisions of this chapter by any public officer or officers, elected or
5 appointed officials, employees, attorneys and agents of the City shall not become a personal
6 liability of such person of the City.

7
8 3-21-39: **PROHIBITED FACILITIES.**

9
10 Retail Marijuana Cultivation Facilities, Retail Marijuana Testing Facilities and Retail Marijuana
11 Product Manufacturing Facilities are prohibited uses in any zone district in the City.

12
13 3-21-40: **LIMITATION ON NUMBER AND SIZE.**

14
15 (A) Collectively, there shall be no more than four (4) Medical Marijuana Centers, Retail
16 Marijuana Stores, or combined Retail Marijuana Stores and Medical Marijuana Centers
17 licensed in the City. A licensee who holds both a license to operate a Medical Marijuana
18 Center and a license to operate a Retail Marijuana Store may operate both licenses in the
19 same premises and those premises shall count as one (1) establishment for the purposes of
20 this section.

21
22 (B) All premises for Retail Marijuana Stores or combined Retail Marijuana Stores and Medical
23 Marijuana Centers shall be limited to a floor plan of two thousand (2,000) square feet total.

24
25 3-21-41: **POINT OF CONTACT FOR STATE LICENSING AUTHORITY.**

26
27 The city clerk shall be the primary point of contact for the State Licensing Authority on matters
28 related to licenses issued pursuant to this chapter.

29
30 **Section 2:** Section 2-10-1 of the City Code shall be amended as follows:

31
32 **2-10-1: POWERS AND DUTIES:**

33
34 (A) The licensing authority, hereinafter in this chapter referred to as the "authority", shall have
35 such powers and duties as conferred to the local liquor licensing authority by articles 46, 47, and
36 48 of title 12, Colorado Revised Statutes, and any regulations adopted pursuant thereto and shall
37 have such powers and duties as may be conferred to it by Amendment 20, AMENDMENT 64,
38 THE COLORADO RETAIL MARIJUANA CODE, and the administrative regulations issued by
39 the Colorado department of public health and environment found at 5 CCR 1006-2, all as amended
40 from time to time; ~~and~~

41
42 (B) The authority shall have the power to conduct public hearings in accordance with title 3,
43 chapter 2 of this code, related to the licensing of medical marijuana centers and all other powers
44 and duties as conferred by title 3, chapter 20 of this code and any regulations adopted pursuant

thereto; AND

(C) THE AUTHORITY SHALL HAVE THE POWER TO CONDUCT PUBLIC HEARINGS IN ACCORDANCE WITH TITLE 3, CHAPTER 2 OF THIS CODE, RELATED TO THE LICENSING OF RETAIL MARIJUANA STORES AND ALL OTHER POWERS AND DUTIES AS CONFERRED BY TITLE 3, CHAPTER 21 OF THIS CODE AND ANY REGULATIONS ADOPTED PURSUANT THERETO.

Section 3: Section 2-10-2 of the City Code shall be amended as follows:

2-10-2: COMPOSITION OF AUTHORITY:

The authority shall consist of five (5) members and two (2) alternate members. No person shall serve as a member of the authority who shall have any interest in the operation of a medical marijuana center, a medical marijuana grow facility, A RETAIL MARIJUANA ESTABLISHMENT, a liquor establishment or in one serving fermented malt beverages or who has a member of his or her immediate family who has such an interest. For purposes of this section, "immediate family" shall mean one's parents, children, brothers, sisters, spouse or the parents, children, brothers or sisters of one's spouse.

Section 4: Section 3-2-16 of the City Code shall be amended as follows:

3-2-16: LICENSE RENEWAL PROCEDURES:

(A) The city clerk's office shall review and forward any medical marijuana CENTER, RETAIL MARIJUANA STORE or liquor license renewal application to the chairperson of the authority. The renewal application shall be accompanied by a police report containing information, if any, as to alleged violations of the Colorado liquor or beer codes, THE COLORADO MEDICAL MARIJUANA OR RETAIL MARIJUANA CODES, ~~or~~ amendment 20 OR AMENDMENT 64 of the Colorado constitution and of this code by the licensee or any of his or her employees.

(B) The chairperson of the authority, or in his or her absence the vice chairperson, is hereby authorized to grant liquor or beer or medical marijuana center OR RETAIL MARIJUANA STORE license renewals as provided herein. All applications for renewal shall initially come before the chairperson and may be approved by him or her so long as all applicable fees have been paid, all required procedures have been complied with, and no information regarding alleged violations of the Colorado liquor and beer codes, THE MEDICAL MARIJUANA OR RETAIL MARIJUANA CODES, ~~or~~ amendment 20 OR AMENDMENT 64 of the Colorado constitution or violations of this code have been referred to him or her by the police department or otherwise.

(C) In all instances where alleged violations of the Colorado liquor or beer codes, THE COLORADO MEDICAL MARIJUANA OR RETAIL MARIJUANA CODES, ~~or~~ amendment 20 OR AMENDMENT 64 of the Colorado constitution or this code have been referred to the chairperson of the authority, approval of the requested renewal shall not be granted by him or her

1 and the application for renewal shall come before the authority and shall be processed in
2 accordance with the provisions of state law and this code
3

4 **Section 5:** Section 3-20-35 of the City Code shall be amended as follows:
5

6 3-20-35: LIMITATION ON NUMBER AND SIZE.
7

8 ~~There shall be no more than four (4) centers licensed in the city.~~ COLLECTIVELY, THERE
9 SHALL BE NO MORE THAN FOUR (4) MEDICAL MARIJUANA CENTERS, RETAIL
10 MARIJUANA STORES, OR COMBINED RETAIL MARIJUANA STORES AND MEDICAL
11 MARIJUANA CENTERS LICENSED IN THE CITY. A LICENSEE WHO HOLDS BOTH A
12 LICENSE TO OPERATE A MEDICAL MARIJUANA CENTER AND A LICENSE TO
13 OPERATE A RETAIL MARIJUANA STORE MAY OPERATE BOTH LICENSES IN THE
14 SAME PREMISES AND THOSE PREMISES SHALL COUNT AS ONE ESTABLISHMENT
15 FOR THE PURPOSES OF THIS SECTION. MEDICAL MARIJUANA Centers AND
16 COMBINED RETAIL MARIJUANA STORES AND MEDICAL MARIJUANA CENTERS shall
17 be limited to a floor plan of two thousand (2,000) square feet TOTAL.
18

19 Any licensee previously licensed as a medical marijuana dispensary shall be exempt from the
20 distance limitations in subsection 3-20-17(A) of this chapter, PROVIDED HOWEVER, ANY
21 SUCH LICENSEE THAT EITHER APPLIES FOR A RETAIL MARIJUANA STORE LICENSE
22 IN ADDITION TO ITS MEDICAL MARIJUANA CENTER LICENSE OR APPLIES FOR A
23 RETAIL MARIJUANA STORE LICENSE AND SURRENDERS ITS MEDICAL MARIJUANA
24 CENTER LICENSE WHEN THE RETAIL MARIJUANA STORE LICENSE IS ISSUED MUST
25 MEET THE REQUIREMENTS OF THE COLORADO RETAIL MARIJUANA CODE AND
26 CHAPTER 21 OF THIS TITLE, INCLUDING BUT NOT LIMITED TO THE LOCATION
27 PROHIBITIONS CONTAINED IN SECTION 3-21-19. ~~Medical marijuana dispensary licenses~~
28 ~~issued prior to June 30, 2010, shall be reissued as medical marijuana center licenses upon a finding~~
29 ~~by the licensing authority of compliance with all the requirements of this section. Such finding of~~
30 ~~approval or denial shall be made within sixty (60) days of the effective date hereof.~~
31

32 **Section 6:** Severability. If any part, section, subsection, sentence, clause or phrase
33 of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of
34 the remaining sections of this ordinance. The City Council hereby declares that it would have
35 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
36 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
37 may be declared invalid.
38

39 **Section 7:** Repealer. All ordinances or resolutions, or parts thereof, in conflict
40 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
41 clauses of such ordinance nor revive any ordinance thereby.
42
43

44 INTRODUCED AS A BILL at a regularly scheduled meeting of the city council

1 of the City of Littleton on the ____ day of _____, 2016, passed on first reading by a vote of
2 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
3 Library, the Municipal Courthouse and on the City of Littleton Website.

4 PUBLIC HEARING on the Ordinance to take place on the ____ day of
5 _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,
6 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

7
8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the ____ day of _____, 2016 and ordered published by
10 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton
11 Website.

12 ATTEST:

13 _____
14 Wendy Heffner
15 CITY CLERK












Bruce Beckman
MAYOR

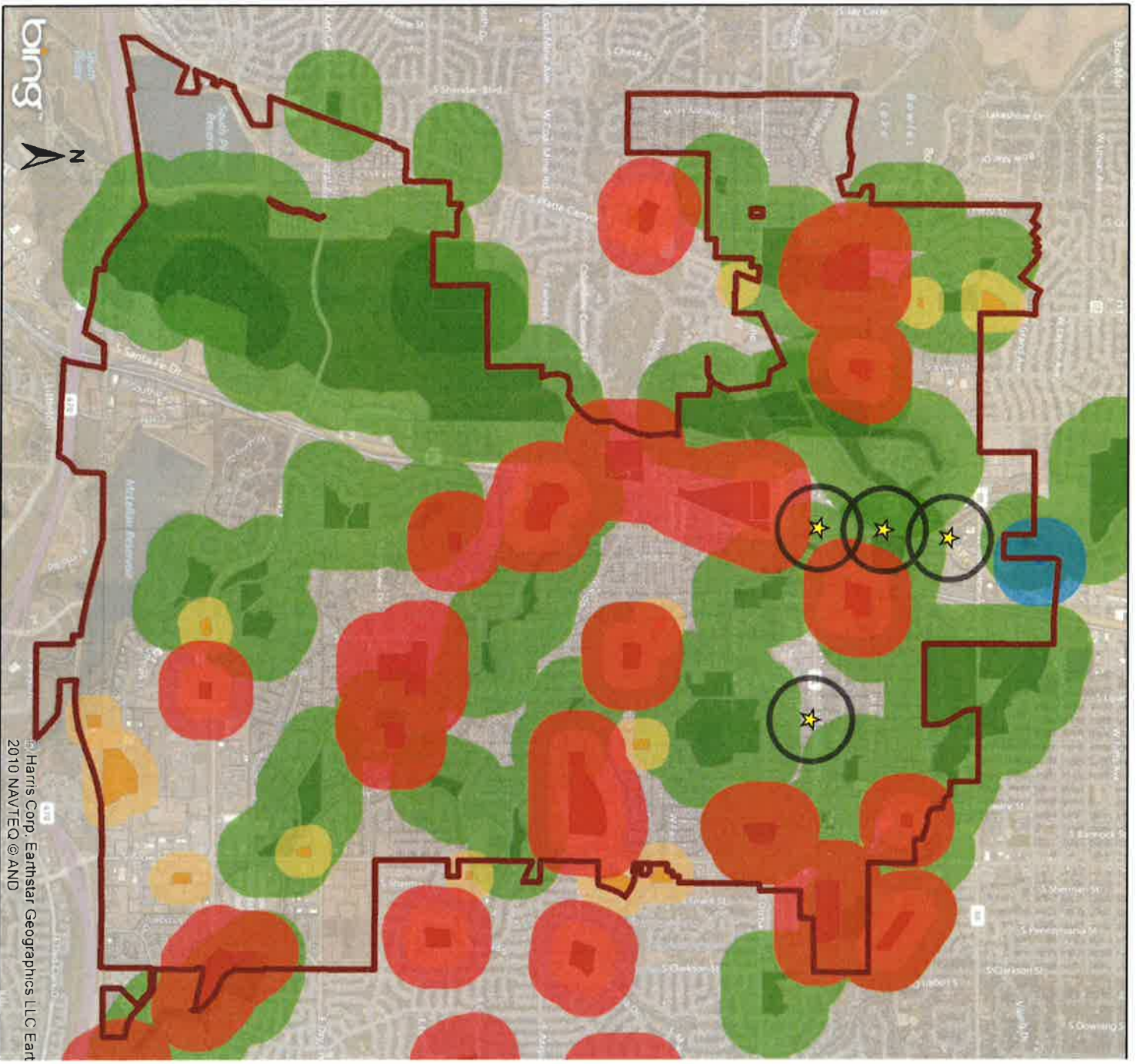
16
17 APPROVED AS TO FORM:

18
19 _____
20 Kristin Schledorn
21 CITY ATTORNEY

City of Littleton Medical Marijuana Dispensaries Ordinance Location Map

Revised 4/6/16

-  Littleton city limit
-  current dispensary
-  Current dispensary- 1,000 ft buffer
-  Correctional facility property
-  Correctional facility- 1,000 ft buffer
-  School property
-  School- 1,000 ft buffer
-  Day care and preschool property
-  Day care and preschool- 500 ft buffer
-  Park property
-  Park - 1,000 ft buffer



Should the city continue to allow a maximum of four marijuana stores to operate in Littleton, regardless if they offer medical or retail, or should council considering increasing or decreasing the number of stores if they approve retail marijuana?

Confirmed residents of District 1

Response:	Number of responses	Percentage
Continue max of 4 stores	4	24
Allow more than 4 stores	9	53
Reduce to less than 4 stores	0	0
I do not support retail MJ	4	24

Confirmed residents of District 2

Response:	Number of responses	Percentage
Continue max of 4 stores	10	33
Allow more than 4 stores	11	37
Reduce to less than 4 stores	0	0
I do not support retail MJ	9	30

Confirmed residents of District 3

Response:	Number of responses	Percentage
Continue max of 4 stores	7	19
Allow more than 4 stores	7	19
Reduce to less than 4 stores	2	6
I do not support retail MJ	20	56

Confirmed residents of District 4

Response:	Number of responses	Percentage
Continue max of 4 stores	4	11
Allow more than 4 stores	7	18
Reduce to less than 4 stores	0	0
I do not support retail MJ	27	71

All responses from confirmed residents of the city of Littleton (n=121)

Response:	Number of responses	Percentage
Continue max of 4 stores	25	21
Allow more than 4 stores	34	28
Reduce to less than 4 stores	2	2
I do not support retail MJ	60	50

All Responses (in and out of the city of Littleton) (n=408)

Response:	Number of responses	Percentage
Continue max of 4 stores	82	20
Allow more than 4 stores	184	45
Reduce to less than 4 stores	6	2
I do not support retail MJ	136	33

Medical marijuana stores are now subject to distance limits from parks, schools, and daycares. Two of the stores were operating prior to the distance limits and are "grandfathered" as non-conforming. If they want to sell retail, should the non-conforming stores comply with distance buffers?

Confirmed residents of District 1

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	8	47
No, allow to operate where they have been	9	53

Confirmed residents of District 2

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	20	67
No, allow to operate where they have been	10	33

Confirmed residents of District 3

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	32	89
No, allow to operate where they have been	4	11

Confirmed residents of District 4

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	32	84
No, allow to operate where they have been	6	6

All responses from confirmed residents of the city of Littleton (n=121)

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	92	76
No, allow to operate where they have been	29	24

All Responses (in and out of the city of Littleton) (n=408)

Response:	Number of responses	Percentage
Yes, find new location that complies with distance buffers	224	55
No, allow to operate where they have been	184	45

Wendy Heffner <wheffner@littletongov.org>

Fwd: next week's meeting

1 message

Peggy Cole <pcole@littletongov.org>
To: Wendy Heffner <wheffner@littletongov.org>
Cc: Loretta Lohman <lorettalohman@gmail.com>

Wed, May 11, 2016 at 12:09 PM

City Clerk Heffner,

Please include Dr. Lohman's email message in the official record for the public hearing on allowing retail marijuana in Littleton.

Thank you.

Peggy Cole, PhD
City Council Member at Large

----- Forwarded message -----

From: **Loretta Lohman** <lorettalohman@gmail.com>
Date: Wed, May 11, 2016 at 9:34 AM
Subject: next week's meeting
To: Peggy Cole <pcole@littletongov.org>

Got a call last night seeking folks to flood the council meeting as it took up recreational marijuana. However they couldn't or wouldn't tell me which side the group was on. Personally I am in favor of getting the tax revenue that everyone else is getting. It is not the greatest policy to shut off that source and no recreational sales doesn't stop folks from recreating in Littleton.

I don't plan to be among those flooding the chamber but this might be a useful heads up.

--



Loretta Lohman, PhD
Lohman and Associates
3375 W Aqueduct Ave
Littleton, CO 80123-2903
303-549-3063
lorettalohman@gmail.com

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.



Wendy Heffner <wheffner@littletongov.org>

Sale of Recreational Marijuana in Littleton

1 message

Peggy Cole <pcole@littletongov.org>

Wed, May 11, 2016 at 9:46 PM

To: Wendy Heffner <wheffner@littletongov.org>

City Clerk Heffner,

Joan Zoetewey called me early this evening (May 11, 2016) to tell me that she and Calvin (her husband) strongly oppose the sale of recreational marijuana in Littleton. Please include their opposition in the official public record when the recreational marijuana ordinance comes before Council for second reading.

Thank you.

Peggy Cole, PhD
Council Member at Large

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.



Wendy Heffner <wheffner@littletongov.org>

Fwd: Sale of Recreational Marijuana in Littleton - Please Oppose

1 message

Phil Cernanec <pcernanec@littletongov.org>
To: Wendy Heffner <wheffner@littletongov.org>

Wed, May 11, 2016 at 10:08 AM

----- Forwarded message -----

From: **Kaitlyn Johnson** <koosterjohnson@msn.com>

Date: Wednesday, May 11, 2016

Subject: Sale of Recreational Marijuana in Littleton - Please Oppose

To: Peggy Cole <pcole@littletongov.org>, "pcernanec@littletongov.org" <pcernanec@littletongov.org>, "dclark@littletongov.org" <dclark@littletongov.org>, "bbeckman@littletongov.org" <bbeckman@littletongov.org>

To our Littleton representatives,

Thank you to each of you for representing the people of Littleton- it is a responsibility that I imagine would always be rather difficult. There are many issues that I am sure result in unhappy citizens of Littleton on both sides. Thank you for working hard to represent our opinion and struggling over these sensitive issues.

The issue that I, as a resident of Littleton, am most concerned about is marijuana use within our city limits. Thus, I am writing you to ask that you vote to *continue the ban* on the sale of recreational marijuana within Littleton.

My personal experience with the drug has always been negative. Although I respect the right of those who choose to smoke or use marijuana, other's personal use of the drug always affects those around them. The smell is intolerable, a sticky sweet, permeating type of smell that always lingers. With the recent legalization of its use in our state, I've started worrying that others decisions to "get high" could mean that I, inadvertently, could be "getting high" with them, regardless of my decision to remain drug-free. My co-workers come to work with stories of how they have to keep their windows closed and friends have to stay off of their back porches, just to escape the smell and avoid the effects of the drug!

This, to me, is a major infringement upon my rights as a citizen. Recreational smoking- both of marijuana and tobacco- should be practiced privately, in a way that has no effects on the health of those around them. While the law may state this, and seek to enforce it, my experience is that those who choose to smoke marijuana inevitably infringe upon my decision to not smoke it. I can't avoid smelling it! This reason alone for me is more than enough to justify our good city in continuing to refuse the request to sell marijuana for recreational use. If it is their decision to smoke marijuana, our state has plenty of other cities in the area with plenty of stores. We do not need to increase the use of recreational marijuana in our city.

My position on this issue is also very much affected by the negative influence marijuana has on our community and state. As a fairly recent graduate from Heritage High School, and with many of my friends attending college in Colorado, I have seen marijuana use among my peers go from relatively obscure to extremely common. Do we want to create a stigma in our city that marijuana use is encouraged??? Should drug use be added to the list of things that youth do "recreationally"? Making life decisions as a teenager was hard enough without the effects of drugs! I fully support a drug-free community that actively seeks to promote a clean, healthy lifestyle. Isn't that what our school "drug free" presentations are all about? Adjusting the content of lunches offered at our schools to match a more healthy, balanced diet? I see the decision to allow recreational sale of marijuana as a double standard to the students and children of our city. (On one side, we seek to help our students take care of their bodies, and on the other, state that it is perfectly fine for them to smoke for fun.)

By not allowing the sale of marijuana for recreational use in Littleton, I hope that I can breathe fresh air at home. Further, I think that this would help parents, leaders, and members of our city to encourage youth and students to hold off or choose to abstain from using all drugs (including marijuana).

Thank you for taking the time to understand my opinions. Please help our city remain a welcoming, clean & wholesome place.

Kaitlyn Johnson
567 E. Phillip Dr. N.
Littleton, CO 80122
koosterjohnson@msn.com

--

Phil Cernanec
Councilmember District III
City of Littleton
2255 West Berry Avenue
Littleton, CO 80120
pcernanec@littletongov.org
720.254.6097
littletongov.org
openlittleton.org
[Twitter](#) | [Facebook](#) | [YouTube](#)



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.



Wendy Heffner <wheffner@littletongov.org>

Fwd: Sale of Recreational Marijuana in Littleton - Please Oppose

1 message

Peggy Cole <pcole@littletongov.org>
To: Wendy Heffner <wheffner@littletongov.org>
Cc: Paul Johnson <paulthemonk@gmail.com>

Wed, May 11, 2016 at 11:35 AM

City Clerk Heffner,

Please include Mr. Johnson's email message in the public record for the second reading of the proposed ordinance on retail marijuana.

Thank you.

Peggy Cole

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From: **Paul Johnson** <paulthemonk@gmail.com>
Date: Tue, May 10, 2016 at 8:42 PM
Subject: Sale of Recreational Marijuana in Littleton - Please Oppose
To: Peggy Cole <pcole@littletongov.org>, pcermanec@littletongov.org, dclark@littletongov.org, bbeckman@littletongov.org

Thank you to each of you for representing the people of Littleton. Although I am not a elected official as you are, I can only imagine the challenges that you face. I especially am grateful the efforts you make in choosing difficult options when sometimes there is no win-win outcome.

I am writing you to ask that you vote to continue the ban on the sale of recreational marijuana within Littleton.

Just last night I was helping a friend move out of his apartment near Littleton Blvd and Gallup and the smell of marijuana smoke lingered in the air. Two weeks ago, my wife and I were staying in downtown Denver to celebrate our wedding anniversary. As we walked the halls of the hotel again I smelled marijuana smoke. Back in March after attending a Easter celebration, we were driving on Broadway in Englewood stopped at the King Soopers. Again, the smell of marijuana smoke was overwhelming as we walked into the store. I don't want to get high. I don't want to smoke marijuana. What could I have done in these situations. Called the police and complained. Who or where is the offender?

This doesn't seem fair to me. Why should I have to smell the stuff if I don't want to. Maybe I misunderstood the law, but I thought that people who use the drug recreationally were suppose to use it 'privately.' I respect the right of those who choose to smoke or use marijuana. However, my experience is that those who choose to smoke marijuana infringe on my right to not smoke marijuana. I can't avoid smelling it. This reason alone for me is enough that our good city should continue to refuse request to sell marijuana for recreational use. Those who smoke marijuana don't seem to respect the rights of those who don't want to smoke.

Other cities in the area have plenty of stores. Denver voted on 4/26 that 421 stores was enough for their market.

There are other reasons I believe that recreational use of marijuana has had a negative influence on our community and state. CPR's 'Colorado Matters' radio show interview a woman who worked in the school system in the Greeley area. From her experience recreational use of marijuana has encouraged youth to use. This had some bad consequence in her experience. (Unfortunately I cannot find the exact reference for this story, so I hope I recall it correctly) This seems to mirror what I have heard from my teenagers attending Heritage High School. Those who use marijuana is more frequent among their peers then before the change in the law.

By not allowing the sale of marijuana for recreational use in Littleton, I would hope that I would have more of a chance to breath fresh air. Further, I think that this would help parents encourage students to hold off or choose not to use at all (my preference.)

Paul Johnson
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paulthemonk@gmail.com

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.



Wendy Heffner <wheffner@littletongov.org>

Sale of Recreational Marijuana in Littleton

1 message

Peggy Cole <pcole@littletongov.org>

Wed, May 11, 2016 at 6:55 PM

To: Wendy Heffner <wheffner@littletongov.org>

City Clerk Heffner,

Carol Meier telephoned me about 6:20 p.m. this evening (May 11, 2016) to say that she totally opposes allowing the sale of recreational marijuana in Littleton. Please include her opposition in the official public record when the recreational marijuana ordinance comes before Council for second reading.

Thank you.

Peggy Cole, PhD
Council Member at Large

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