

QUINCY FARM

Cherry Hills Village



*Report of the Quincy Farm
Visioning Committee
October 2014*

ACKNOWLEDGMENTS

QUINCY FARM VISIONING COMMITTEE

Charlie Maguire – Chair
Jeff Ferrell
Vice-Chair, Parks, Trails and Recreation Commission
Harriet Crittenden LaMair
Director of Land Protection, Cherry Hills Land Preserve, Inc.
High Line Canal Working Group
Debbie Welles
Cherry Hills Land Preserve, Inc.
Laura Christman
Chair, Planning and Zoning Commission
Katy Brown
District 6 Councilmember
Klasina VanderWerf
District 5 Councilmember
Secretary, Cherry Hills Land Preserve, Inc.
High Line Canal Working Group
Jeff Welborn
Former Mayor
Karen Barsch
Parks, Trails and Recreation Commission
Co-President, Cherry Hills Land Preserve, Inc.

CITY OF CHERRY HILLS VILLAGE CITY COUNCIL

Doug Tisdale, Mayor	Alex Brown
Katy Brown	Mark Griffin
Scott Roswell	Russell Stewart
Klasina Vanderwerf	

CITY OF CHERRY HILLS VILLAGE PARKS, TRAILS AND RECREATION COMMITTEE

Karen Barsch	Joshua DiCarlo
Colleen Dougherty	Robert Eber
Jeffrey Ferrell, Vice-Chair	Mike Gallagher
Bill Lucas, Chair	

CITY OF CHERRY HILLS VILLAGE

Ryan Berninzoni Parks, Trails & Recreation Administrator
Pamela Broyles, Public Works and Parks Administrative Assistant
Jay Goldie, Deputy City Manager and Director of Public Works
Karen Proctor, Director of Finance and Administration
Rob Zuccaro, Community Development Director

CONSULTANTS

Mundus Bishop, Planning
JVA Consulting, Programming
Betsy Cheroutes, Funding and Development

Photographs courtesy of Mundus Bishop unless otherwise noted.

OVERVIEW AND GOALS

OVERVIEW

In October 2012, the City Council of Cherry Hills Village (CHV) and the Parks, Trails and Recreation Committee (PTRC) created the Quincy Farm Visioning Committee (Committee). This Committee was charged with the task of identifying and evaluating the possible opportunities presented to the City through the gift of Quincy Farm. The City Council recognized the importance of undertaking a strategic analysis of the property prior to having responsibility for, and assuming control of, the Property. This report presents the Committee's findings and recommendations based on its evaluation and analysis of Quincy Farm.

GOAL OF THE VISIONING COMMITTEE

The Committee developed the following goals to guide its analysis of Quincy Farm, and to fulfill the requirements of the City Council Resolution that created the Committee.

- Gather data regarding Quincy Farm's current physical condition, including houses, barns, outbuildings, Pond, canal, vegetation and wildlife.
- Analyze the Property's legal rights, benefits, and constraints.
- Develop a vision for Quincy Farm that addresses current and future uses and programs, to maximize the Property's inherent opportunities.
- Identify maintenance issues for the Property.
- Evaluate other financial opportunities, including potential partners for programming, shared use and revenue.
- Review comparable properties and programs and their integration into local park systems.
- Make recommendations based upon the Committee's findings and conclusions.



TABLE OF CONTENTS

OVERVIEW	<i>i</i>
GOALS OF THE COMMITTEE	<i>i</i>
EXECUTIVE SUMMARY	<i>1</i>
VISION.....	<i>5</i>
QUINCY FARM CHALLENGES AND RECOMMENDATIONS	<i>9</i>
CURRENT CONDITIONS	<i>13</i>
LEGAL RIGHTS, BENEFITS AND CONSTRAINTS	<i>19</i>
MAINTENANCE AND BUDGET	<i>29</i>
FUNDING AND REVENUE	<i>31</i>
GLOSSARY	<i>33</i>

APPENDICES

- A. Conservation Easement with Exhibits
- B. NRHP Registration Form
- C. CHV Maintenance Report
- D. Matrix of Examples of Similar Places
- E. Funding and Revenue
 - Presentation Notes, Betsy Cheroutes
 - JVA Funding Research and Partner Scan Summary Report
 - State Historical Fund, History Colorado Grants

REFERENCE DOCUMENTS (Available from CHV upon request.)

- Baseline Report
- Updated Baseline Report
- Tree Report
- Pond Assessment Report
- Tenant Leases
- Warranty
- Quit Claim Deed
- Encroachment Agreement Easement
- High Line Canal Deed with Denver Water Board



Photo: Kyle Ferrell

EXECUTIVE SUMMARY

Quincy Farm is an extraordinary historical and agricultural property located in the heart of Cherry Hills Village. The National Register of Historic Places lists it as “a rare agricultural complex that has all but disappeared from urban Arapahoe County.” Its 17.55 acres can provide an example of early farm life in Arapahoe County while enriching the community by providing new and vital recreational and educational opportunities. Quincy Farm also presents the Village and its citizens with enormous responsibilities. Our community will gain back from Quincy Farm the kind and degree of value that we are willing to invest in it.

In 2007, Quincy Farm was preserved as a public open space when Catherine (“Cat”) H. Anderson placed a Conservation Easement on the Property and donated it to Cherry Hills Village subject to a Life Estate. CHV accepted this generous gift for the benefit of the community, thereby preserving the Property for future generations as a premier park and public space.

Quincy Farm is significant for its open space and conservation values. The Conservation Easement itself recognizes the Property’s natural open spaces and passive recreational value. A variety of features contribute to this value: historic houses, barns and other farm buildings, pastures,

mature trees, gardens, a breath-taking view of the Front Range. A man-made Pond and natural areas provide important wildlife habitat in what has become an increasingly urban area. The High Line Canal bisects the Property, further contributing to both its temporal significance and the conservation value.

Residents of Cherry Hills Village and visitors from the broader community will be the beneficiaries of this unique gift. The Committee recommends that education be at the forefront of Quincy Farm’s mission with the intent of engaging people of all ages and with diverse interests. Future visitors to Quincy Farm can experience farm life in a traditional rural setting where they will see birds and other wildlife, explore pastures and natural areas, interact with farm animals, and learn about the area’s history and the environment. This important community space will support a variety of activities that are in keeping with the Property’s unique natural and historical character. Daily use can include scheduled events, programs, and community and private gatherings, as well as informal self-guided tours, casual walks, and unstructured play.

The property and buildings lend themselves to a variety of uses, consistent with the Conservation Easement and unique

to CHV. The Hopkins House, visible from Quincy Avenue, is the oldest, most intact farmhouse within the Village. The house can be modified to become a welcome or nature center, museum or educational facility, and could serve as the focal point for CHV's park system. The two-story Main Residence with its spectacular view of the mountains can be renovated for indoor and outdoor gatherings, social events, or classes. Restrooms, offices, a catering kitchen or office space could fill the garage. Fields and pasture west of the house will be preserved as open space with limited pedestrian access.

The distinctive barn, outbuildings, pens and fields on the east side of the Property can host farm-related activities, such as boarding horses and farm animals, raising livestock, 4-H curriculum, pony club, composting, and other outdoor gatherings and programs. Quincy Farm's proximity to the High Line Canal will enhance its connection to the broader CHV community and its value as a community wildlife habitat.

When Cherry Hills Village acquires possession of Quincy Farm, it will also assume financial responsibility for the care, management, and improvement of the Property. The financial obligation of CHV with respect to Quincy Farm will undoubtedly be significant and ongoing.

The City will need to give careful and judicious thought to the combination of funds/revenue sources it pursues and the resources required to garner this funding. Public funds such as Arapahoe County Open Space Fund and state and federal agencies that offer grant funding may be available to augment the funding necessary to maintain and enhance the Property. Quincy Farm will also be well positioned to qualify for public funds and private contributions to support its mission. Private contributions and foundation grants might be another source for operations, programs, and improvement monies. Access or "user" fees could provide yet another means for financing programs.

In any case, near and long term strategic planning are needed if Cherry Hills Village is to be properly prepared to take full advantage of Quincy Farm. That planning, which should include a process to determine and create the appropriate zoning for the Property, should begin immediately. Within just one year after CHV obtains control of the Property, CHV must have a management plan completed and must have it approved by Colorado Open Lands, which holds the Conservation Easement. In addition, more specific, immediate planning is needed to analyze the potential programs identified for the Property in this report: to identify and

evaluate access, parking, and similar issues; to identify near-term and long-term funding needs; and to explore potential operational and funding partners. The planning process must also include studies concerning the condition and code compliance of buildings and structures and must evaluate utility requirements for the Property.

The gift that Cat has made to the Village has the potential to be transformative. It will not only preserve this Property for future generations, but will also provide a new public space that will contribute to the Village's quality of life and help the Village optimize its entire park and trail system. It is only through additional careful and immediate planning that this transformation can take place.

natural



agricultural

historical



HERITAGE

VISION

Quincy Farm's setting and natural features create unique opportunities to enrich the community through activities and programs that embrace the Property's semi-rural setting and to further CHV's master plan to create a rural community within an urban environment. The special character of Quincy Farm creates the perfect setting for experiential education about nature, sustainability, agriculture and the environment.

1. *Mission Statement*

The Committee developed a Mission Statement for Quincy Farm to focus the effort, assist in developing community programs, and aid in pursuing partnerships and grants:

The mission of Quincy Farm is to preserve Colorado's heritage with responsible stewardship of a century-old farm through sustainable management, habitat conservation and farm activities.

Quincy Farm emphasizes youth education, community programming, sustainable environmental practices and cultural opportunities in a rural historic setting.

2. *Users, Experiences and Programs*

Quincy Farm will be a publicly accessible community space with varied activities in keeping with the Property's unique natural and historical character. Visitors to Quincy Farm will experience farm life through a historic rural setting, including viewing birds and other wildlife, and farm animals and learning about Colorado's rural history and the environment.

As a public space, Quincy Farm will serve the general public and will provide a rural respite for users of all walks of life; however, the committee envisioned particular focus on children and the CHV community through targeted programming.

Quincy Farm will provide an experiential learning environment with programs designed to expose the public to rural farm life. In addition to passive enjoyment of the Property, the Committee believes CHV should offer active, organized programs such as school field trips, summer camps, and 4-H activities targeted at children, or community gardens, painting classes, or guided nature walks targeted at adults.

Imagine a kid-led farmer's market selling the crops raised as part of a summer gardening program, or composting classes taught in conjunction with a community composting facility. Think of hayrides,



COMMUNITY



EDUCATION

camp
classes
workshops



DEMONSTRATIONS

lecture series

informal
nature

PLAY



learn

discover

country fairs, or just simple outdoor fun – the way it used to be long before CHV was even a city. The Committee views Quincy Farm as a way to preserve these experiences for future generations before they are extinct from our urban setting. Through such experiences and programs, Quincy Farm can be a large contributor to the City's Master Plan by preserving and fostering the rural character that is the essence of our communal identity.

Quincy Farm can further contribute to the CHV's goals by serving as the hub for the City's entire park and trail system. As described in the Land Use section below, Quincy Farm is ideally positioned to be the hub for programs and activities that extend to all of the City's parks and trails. Imagine a ranger station where visitors can learn about bird watching spots throughout the city, or a painting class that meets at Quincy Farm but ventures to a different park each week. Picture organized trail rides (horses or bikes), or a walking club that explores different parts of the city each time. Quincy Farm provides an ideal location, opportunity and impetus to create valuable programs that will serve not only Quincy Farm and its visitors, but also the entire City and community at large.

The Committee's vision is clear that Quincy Farm is not just a piece of scenery to be viewed in passing--active experiences and programs are a critical element of the vision. As CHV does not currently have experience

offering structured programming, the Committee feels the City should explore partnerships with other organizations, such as museums, botanical gardens, universities and historical societies, who may have more experience in this area to develop and operate these programs. These programs will require additional funds and staff, but may also represent revenue opportunities.



CHALLENGES AND RECOMMENDATIONS

1. Asset Governance Challenge

The challenge of creating a consistent, efficient and effective institutional governing framework for Quincy Farm.

- The creation of such a framework must occur in the context of the day-to-day (routine) demands of city government management.
- The City Council must be part of that governing framework, but it is likely not the best organization to undertake day-to-day governance of Quincy Farm. The Council is an elected, volunteer governing body that already has a full agenda and that has the potential to change in composition every four years.
- The documents conveying Quincy Farm to CHV will play a significant role in governing Quincy Farm through the imposition of strict, enforceable restrictions on land and structure use.
- Multiple stakeholder constituencies exist each of which has individual expectations for Quincy Farm, its use and future. The creation of the governing framework must occur in the context of the demands of these potentially conflicting stakeholder groups. These

constituencies include CHV citizens, CHV boards and commissions especially PTRC, Quincy Farm neighbors, Kent Denver School, Quincy Farm tenants, Colorado Open Lands, historic preservation groups, land use groups, water conservation groups, High Line Canal Working Group, the Denver Water Department and other potentially adverse water users, wildlife protection organizations, and vegetation husbandry groups. Undoubtedly, there are others.

- The interests of each of these constituent groups must be identified, planned for and effectively managed by the organization that CHV charges with the responsibility of governing the property.

Recommendation: Create a governance committee of not more than 7 individuals (that is not under a standing committee of Council) with extended terms of office (e.g. 6 years) utilizing individuals with knowledge and experience dealing with Quincy Farm, and the Conservation Easement.

2. *Property Management Challenge*

The challenge of identifying, planning for and responding effectively to the many management issues that are embedded in Quincy Farm and of being ready to do so when possession of Quincy Farm is transferred to CHV.

- Quincy Farm is a mixed-use property subject to an historical designation, that includes a pond in need of attention and aging structures and facilities that may not be in compliance with current construction standards or CHV building codes.
- This management planning challenge is compounded by the fact that CHV does not yet have possession of Quincy Farm, and the actual date of possession is necessarily uncertain. This makes thorough risk analysis of the property and structures difficult. It also makes it difficult for CHV to be ready to manage the property when possession does occur.
- As with any such property, there will be surprises that must be responded to as they arise. CHV, like any municipal government, is better at planning and plan implementation than it is at reacting to surprise.

- CHV must make certain that it either has the appropriate staff or has entered into management agreements to ensure that the teams or individuals responsible for management of Quincy Farm have appropriate competencies necessary to manage this complex and unique asset.

Recommendation: Take the following actions: (1) undertake a cost assessment for Quincy Farm, focused on the anticipated costs associated with the first year of control of Quincy Farm by CHV; (2) commence the development of a Master Plan for Quincy Farm; and (3) develop a draft Property Management Plan as contemplated by the Conservation Easement.

3. *Zoning Challenge*

The challenge of creating a zoning category that is tailored to, and that will properly serve, the short and long term land use needs of Quincy Farm in the context of the Master Plan. This includes:

- That zoning change process must occur and be completed in advance of actual use of Quincy Farm as a public property, and it is uncertain when CHV will take possession of Quincy Farm.
- No such category exists now, although there appears to be room in the vision of the Master Plan for public properties such as Quincy Farm.

- CHV has traditionally been very protective of its zoning in recognition of its significant role in preserving the character of the Village.
- The zoning change process will require financial and human resources and will not occur without allocation of CHV resources, or without risk to existing zoning.

Recommendation: Immediately initiate a process to create a new zoning category for property owned by CHV.

4. Funding Challenge

The challenge of identifying and gaining access to funding sources (private & public) for Quincy Farm so that the potentially significant capital expenditure requirements, and ongoing operating cost requirements (including those mandated by the Conservation Easement) can be met on a sustainable basis.

- Myriad possible funding sources exist, and many would come to Quincy Farm with strings attached, e.g. requirements pertaining to property governance, land and water use, structure use and care, stakeholder involvement, etc.
- CHV is likely the primary funding source, but CHV reserves may not be sufficient to sustain Quincy Farm on top

of meeting the increasing demands for limited Village funds.

- To enhance potential for outside funding partners, CHV must create a broad vision, and plan for the Property that is appealing to funding communities in, and outside the Village.

Recommendation: City Council should evaluate the ability of CHV to be a meaningful, long-term source of funding for Quincy Farm.

5. Complexity Challenge

The challenge of prioritizing, and addressing the matrix of issues outlined in challenges 1-4 in the context of the ongoing management and resource demands of the City of Cherry Hills Village.

Recommendation: City Council should prioritize an immediate, and ongoing active management of Quincy Farm. This will require budgeting for the cost of continued use of experts and consultants in the ongoing management of Quincy Farm.



CURRENT CONDITIONS

1. Overview

Quincy Farm is a traditional agricultural parcel in a suburban setting. The Property consists of three (3) houses, three (3) barns and outbuildings surrounded by open pastures, an irrigation Pond, and a diversity of native and non-native trees and shrubs. In conjunction with the Conservation Easement, the Baseline Report documented in significant detail the conditions of Quincy Farm existing as of 2007. Quincy Farm (then known as “Hopkins Farm”) was listed in the National Register of Historic Places in April 2007. This designation includes both the Property and the buildings.

Quincy Farm is a significant natural area. The Property’s mature trees, riparian zones, wetlands, and Pond create an urban wildlife habitat, providing food, shelter, breeding grounds, and migration corridors. The Property has very limited vehicular access and parking. The High Line Canal passes through Quincy Farm, and provides a popular bicycle, equestrian and pedestrian route that connects the Property with CHV, its park system, and metropolitan Denver’s regional trail system. The trail is used by hundreds of people daily for walking, jogging, hiking, bicycling, and horseback riding.

2. Houses

The Main Residence, built in 1934 for Myron K. Blackmer, now the Anderson House, is a two-story Colonial Revival home of approximately 3,600 square feet. It was remodeled and expanded in the 1960s, and is currently the residence of Cat Anderson. The setting includes an expansive lawn and garden with views west to the Rocky Mountains. The Main Residence also has a detached garage of approximately 700 square feet.

The Hopkins House, a High-Style Classic Cottage, is a highly visible landmark from Quincy Avenue. The circa 1898 house, built by James C. and Grace M. Hopkins, is the oldest most intact farm house remaining in CHV. Tenant 2 resides in this house.

The East Area of the Property is the barnyard. The barnyard area includes the Farm House, the Big Barn, Horse Barn, Small Barn, and the Chicken Coop. In addition, there is a fenced paddock area. The Farm House is a single-family residence of approximately 1,182 square feet. Currently, Tenant 1 resides in the Farm House, and acts as caretaker of the entire Property. The Big Barn is approximately 1,495 square feet. The Small Barn is approximately 465 square feet. The outbuildings include the Horse Barn, approximately 1,207 square feet of horse stalls, and the Chicken Coop of



Hopkins House



west



Main House

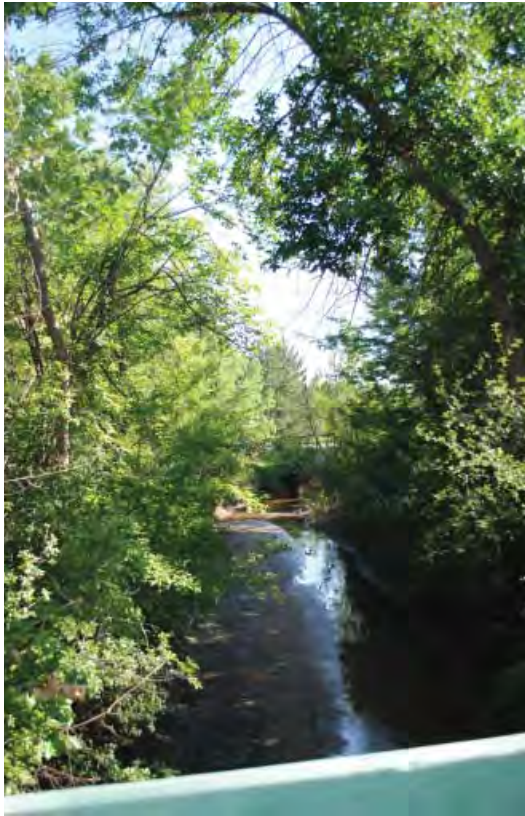


Photo: Lori Autterson



east

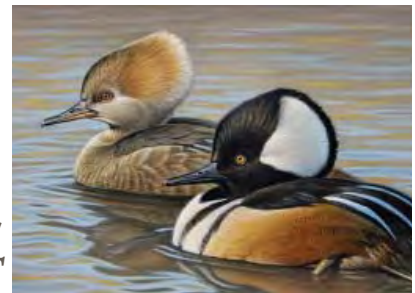
Barns and Farm house on
east side of the canal



High Line Canal and Trail

pond

*NATURAL
HABITAT*



approximately 73 square feet. The Property also includes a Bridge across the High Line Canal, connecting the East Area to the West Area of the Property.

3. *Vegetation & Wildlife*

Quincy Farm has a unique diversity of tree species including apple, plum, and apricot trees. Where the High Line Canal traverses Quincy Farm, there is a dense canopy of trees with understory shrubs creating a shaded oasis for wildlife habitat, and is unique from other stretches of the High Line Canal. Unique among landowners along the High Line Canal, the owner of Quincy Farm is entitled to manage the foliage along the canal and trail. The Conservation Easement requires that the banks of the canal be managed to encourage wildlife habitat.

4. *The Pond*

The Pond abutting the High Line Canal is man-made, and used for irrigation. It has become a valuable aesthetic asset, and wildlife preserve in CHV. The Pond provides food, shelter and breeding grounds for amphibians, reptiles, small mammals, and many birds including waterfowl, shorebirds, hawks and neo-tropical migrants. The Pond is also home to minnows, and possibly largemouth bass and grass carp.

Over the years, the Pond has filled with silt and decaying organic matter, and the water has become salinized. These conditions have adversely impacted the quality of the water, and the wildlife habitat.

The slopes of the Pond embankment are in good condition with the exception of minor erosion caused by pedestrian traffic on the embankment.

The Pond continues to serve as the Property's irrigation system. A head gate connects the Pond to the High Line Canal. A system of lateral ditches and diversion structures from the original 1934 irrigation pond and pump house remain. Public access to the Pond is very limited. The public is not allowed around the perimeter of the Pond due to the structural fragility of the Pond's banks. Signage limiting access to a few benches, and a viewing area is prominently displayed along the High Line Canal. No dogs, fishing or other public uses of the Pond are permitted. Water conservation has been an underlying goal of all planning, evaluation, and use of the Pond.

5. *Utilities*

Overhead electrical lines provide electricity to the Property. Potable water to the Property is available from a water main on East Quincy Avenue directly to each house. Also, water is available from two existing wells, one of which is currently in use for irrigation and the other is abandoned. The Property's access to sanitary sewer consists of a connection from the Farm House to the municipal sanitary sewer main. A septic system and leach fields service the Main Residence and Hopkins House.



LEGAL RIGHTS, BENEFITS AND CONSTRAINTS

1. *Life Estate*

In 2007, Cat conveyed Quincy Farm to CHV, and retained a Life Estate. The Life Estate places all responsibility, rights and obligations with respect to Quincy Farm in Cat. Although CHV owns the Property, it has no rights or obligations with respect to the Property during Cat's lifetime. Cat continues not only to maintain the structures, but also to live on and enjoy the Property, as she did prior to the conveyance to CHV, subject to compliance with the Conservation Easement outlined below. Although Cat has permitted persons employed by CHV and/or members of the Committee access to the Property, she has no obligation to do so, and may maintain her privacy as she desires.

2. *Conservation Easement*

When Cat conveyed Quincy Farm to CHV, she also authored and recorded the Conservation Easement governing the use and maintenance of Quincy Farm in perpetuity. Conservation easements are voluntary agreements that allow a landowner to limit the type or amount of development and uses allowed on their property in the future. Cat's easement complies with her desires for the Property while complying with state and federal tax requirements in order to permit the owner to receive tax

credits that are available in conjunction with the granting of conservation easements. These tax credits are available because conservation easements can significantly reduce the value of the land due to the limitations on future development. It is important to understand that all use, maintenance, and preservation of Quincy Farm must be viewed, and vetted through the "prism" of the Conservation Easement. Colorado Open Lands, a Colorado non-profit corporation, is the legal entity with the right and obligation to enforce the terms of the Conservation Easement. In the case of Quincy Farm, the stated purpose of the Conservation Easement is to preserve and protect in perpetuity the "Conservation Values" of the Property. The Conservation Easement identifies the Conservation Values applicable to the Property as Natural Habitat, Open Space, Recreation or Education, and Historic. Upon the conclusion of the Life Estate, CHV must ensure that all uses and maintenance are done in accordance with preserving and protecting the Conservation Values, which are:

- "Natural Habitat" describes the wetlands, riparian areas, Pond and natural areas of the Property including the mature trees and wildlife habitat. It specifically calls out the vegetation

alongside the Canal Area and the Pond as providing food, shelter, breeding ground and migration corridors for several wildlife species. Of special note is the provision which states that the Property is significant because "... it represents wildlife habitat in an urban area, and is the first verified and documented breeding site in Colorado for the Hooded Merganser."

- **"Open Space"** describes the scenic character of the Property, including the vistas of the Rocky Mountains and the fact that the public may enjoy and benefit from the rural atmosphere together with the natural vegetation and wildlife habitat without interfering with the "essential scenic quality of the land."
- **"Recreation or Education"** describes public access through and along the Canal Area as providing a natural recreation corridor for public use, particularly for observing significant natural areas, wetlands and the Pond, which are adjacent to the High Line Canal.
- **"Historic"** describes the listing of the land and improvements on the National Register of Historic Places.

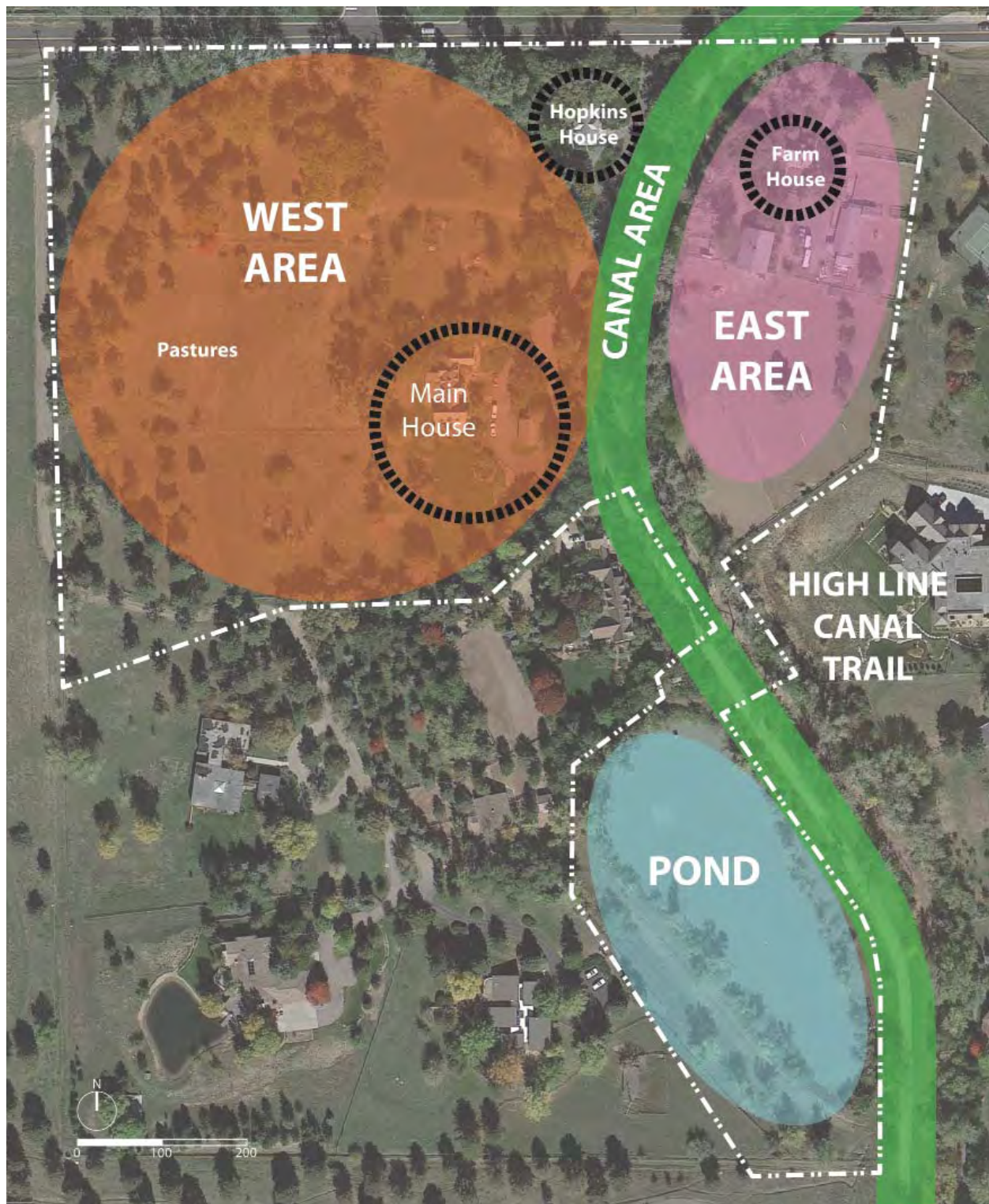
The Conservation Easement makes clear that the intent of the easement is solely for protection of the Conservation Values, and further states that all other uses that are not inconsistent with the preservation and protection of the conservation values are **not** prohibited.

Consistent with the Conservation Values, and exclusive of existing permitted residential uses, the use of the Property is restricted to Preservation Uses, Recreation Uses, Agricultural Uses, and Habitat Improvements.

- **"Preservation Uses"** permit private and public use including classes, education and public or private gatherings to the extent such uses "instill an appreciation and respect for the natural and human history of the vicinity," and further provided that the Property remain in its substantially open condition with trees, grassed areas, gardens and the Pond.
- **"Recreation Uses"** permit low impact uses such as bird watching, hiking, horseback riding and cross-country skiing, but specifically excludes bicycling except as permitted in the Canal Area.

- “**Agricultural Uses**” permit agricultural uses that preserve soil productivity, maintain natural stream channels, prevent soil erosion, minimize invasive species, and avoid unsustainable livestock grazing practices.
- “**Habitat Improvements**” permit activities and maintenance that improve the habitat consistent with the Conservation Values and with the consent of Colorado Open Lands. Natural and organic weed control is to be utilized throughout the Property where reasonably possible.





The Conservation Easement divides Quincy Farms into the West Area, the East Area, and the Canal Area with rights and restrictions as follows, all of which are subject to compliance with the Conservation Values in their use and implementation.

- **“West Area”** must be managed consistent with and used primarily as a natural area with limited public access. Subject to the foregoing restriction it may be used for Agricultural and Preservation Uses. The Main Residence may be renovated in a style consistent with the existing building and specific consent is given to its use as a nature center or interpretive center upon expiration of the Life Estate; however additions to the Main Residence require the consent of Colorado Open Lands. No new roads or impermeable surfaces are permitted. The Hopkins House must be kept and maintained in accordance with federal guidelines governing historic structures. It may be used as a caretaker’s residence or for Preservation Uses. Fences are to be maintained, but no new white fencing is permitted. The Pond may be drained if it becomes “too expensive,” but this would not relieve CHV of the obligation to maintain the habitat and vegetation in the West Area consistent with the Conservation Values, which may require expensive mitigation measures, if the Pond were drained.

- **“East Area”** must be managed consistent with and used primarily for Preservation, Recreational and Agricultural Uses. Greater latitude is granted with respect to repair, replacement, or removal of improvements provided the Conservation Values are complied with in each instance. In no event may the Big Barn be demolished unless casualty necessitates it and the aggregate of all structures on the East Area may not exceed 4,500 square feet. An indoor horse arena is prohibited, and no new driveways or impermeable surfaces may be created without Colorado Open Lands’ approval, other than the moving of the existing driveway. Existing fences are to be maintained. New fencing to be constructed of natural materials as specified in the Conservation Easement.
- **“Canal Area”** must be managed consistent with the existing easements along the High Line Canal. The maintenance and repair of the Bridge does not require consent of Colorado Open Lands. The Canal Area may be used for Preservation, Recreational and Agricultural Uses. Please note that tree thinning is permitted to maintain the character of the East and West Areas, but it is prohibited within the Canal Area except with respect to compliance with the Denver Water Board Easement.

The Conservation Easement provides that CHV prepare a Management Plan within one year of termination of the Life Estate, and that the Property shall be managed in accordance with the Management Plan. There are no specific requirements for the Management Plan, other than the inherent obligation to comply with the terms and obligations of the Conservation Easement, including without limitation the provision governing water rights. CHV is required to obtain Colorado Open Lands' prior approval of the Management Plan.

3. Leases

The Farm House and the Hopkins House are subject to long-term residential leases. The two residents, Tenant 1 and Tenant 2, have lived in the houses for many years, and were instrumental in assisting Cat with the historic designation and the creation of the Conservation Easement. The leases are not assignable, and continue in full force and effect after the expiration of the Life Estate. Tenant 1 is currently the caretaker of the entire Property, but this obligation ceases one (1) year after termination of the Life Estate, and thereafter Tenant 1 is only obligated to care for the East Area of the Property. No public access or use of the East Area is permitted until after the expiration of Tenant 1's lease. CHV will succeed to the obligations of lessor under the leases including the obligation to maintain the two leased residences during their respective

terms. No monetary rent is due or payable under the Farm House lease. The Hopkins House (leased to Tenant 2) has small monthly rental payments that do not escalate during the term of the lease. Both leases expire in 2022, and automatically renew for successive five (5) year periods thereafter, subject to specified rights of either party to terminate.

Both Tenant 1 and Tenant 2 have in depth knowledge of Quincy Farm, and continue to be intimately involved in the Property, and the ongoing compliance with the Conservation Easement. Tenant 1 has acted as the caretaker of the Property for over 35 years. She has been responsible for the oversight of the livestock, irrigation of the Property, management of the Pond, and general maintenance of the structures, particularly in the East Area. Tenant 1 is animal lover who is responsible for the care of the horses on the Property. She is an avid birder, and wildlife advocate who has tracked and catalogued many of the wildlife species and habitats (including hives, nests and dens) not only on the Property but also throughout CHV. Tenant 1's commitment to the Property has been extremely important to the current condition, and character of the Quincy Farm.

4. Zoning

Quincy Farm is currently zoned R-1, which permits residential use and existing agricultural use. Upon expiration of the Life Estate, although the leases will continue as

residential uses, R-1 zoning will not permit access to or use by the public as envisioned by the Committee, and as permitted by the terms of the Conservation Easement. As a result, after expiration of the Life Estate, the Property shall require rezoning.

The only existing zoning category that would permit both residential uses of the Property under the leases, and the anticipated future public use of the Property, is O-1. Because O-1 zoning is extremely restrictive with little flexibility for change without extensive expense and time, and because O-1 zoning does not truly fit the proposed uses for Quincy Farm, rezoning the Property as O-1 is not an attractive option.

Creating a new zoning category specifically for improved property donated to CHV would, however, provide CHV with the flexibility to repair, maintain, and use the Property consistent with the Conservation Easement without going to City Council for even minor adjustments. This new category would facilitate future use for not only Quincy Farm, but also for other improved property that may be donated to CHV. A new zoning category could be created to which Quincy Farm would be subject upon expiration of the life estate. Unless such a zoning category is in place upon termination of the life estate, the property could be subject to a lengthy rezoning process that could inhibit use of Quincy Farms.

5. Water Rights and The Denver Water Board

Quincy Farm has historical and beneficial use of extensive irrigation, ditch and well rights, including leased water rights as outlined in the Conservation Easement, and the Deed. Of special import is the fact that Quincy Farm owns a portion of the adjacent High Line Canal, subject to an easement to the Denver Water Board. The Committee believes this is the only portion of the High Line Canal that is not owned by the Denver Water Board. The Denver Water Board owns the water rights leased to Quincy Farm.

Currently, Cat has the obligation to exercise all water and ditch rights consistent with the Conservation Easement, and the Deed. Upon expiration of the Life Estate, CHV will be obligated to use these rights consistent with the Conservation Easement and the Deed, and will be responsible for assuring that none are abandoned.

There is a risk of CHV unintentionally violating the terms of the Conservation Easement due to a failure to fully understand the water rights. This is an extremely complex area of law which requires expert review prior to CHV obtaining control of Quincy Farm, and thereafter from time to time to assure it is exercising its rights consistent with the terms of the Conservation Easement, the Deed, and applicable laws. Water is an asset that is

crucial to the long-term use of the Property, and will become more valuable and subject to greater contention as time passes.

Land Use

The historic buildings on the Property offer wonderfully authentic settings in which to deliver the aforementioned programs and experiences. For example, the historic Hopkins House is ideally positioned to serve as a welcome center not only for Quincy Farm, but also for the entire CHV park and trail system. Envisioned uses for this building include housing a park “ranger” to distribute information and administer programs, interpretive displays, and history or nature exhibits. This building could serve as the entry point for any restricted access areas, the collection point for use fees if applicable, and as the meeting point for organized programs.

The sprawling two-story Main Residence, with its surrounding lawns and gardens, presents an opportunity to create indoor and outdoor meeting and event spaces. As the largest building on Quincy Farm, it is a natural fit for indoor gatherings. Kitchen facilities, restrooms, and well-proportioned interior rooms, some with large bay windows and outdoor terraces, make the Main Residence the ideal location for classrooms, community rooms or function rooms. The Committee envisions classes, community meetings, corporate retreats or social events being held in these indoor

and outdoor spaces. These activities could generate income, but would be subject to the restrictions set forth in the Conservation Easement, and zoning ordinance as well as parking and access limitations surrounding the Main Residence.

Because the detached garage is not a contributing feature to the historic designation, it can be modified or eliminated without effecting this designation. Possible uses discussed by the Committee include public restrooms for users of both Quincy Farm, and the Highline Canal, offices, storage, catering kitchen or studio.

The fields and pastures west of the Main Residence would be preserved as open space with crops or native grasses in accordance with the Conservation Easement. Certain fields could provide limited pedestrian use along narrow pathways. Such paths could traverse the open fields providing visitors with spectacular mountain views.

The Committee envisions the East Area, with its distinctive barns, outbuildings, pens and fields, would be preserved for agricultural use with opportunities for farm-related activities, gatherings, and programs. While the Committee did not prefer living history depictions, ideally, authentic activities related to an operating farm, such as boarding horses, raising farm animals, and composting would continue. These existing activities could be augmented with organized farming-related programs such

as 4-H activities, school field trips, summer camps, and classes.

The Pond is a defining characteristic of the property, and is part of the historic designation. Additionally, the Pond provides important habitat for many species. Because the Committee feels the historic designation contributes to the value of the property, and because habitat preservation is one of the Conservation Values specified in the Conservation Easement, the Committee believes the Pond should remain even though the Conservation Easement allows it to be modified or removed. Given the Pond Assessment Report (available upon request), the Committee is aware that the Pond needs significant work, and represents a large expense. The Committee also considered the related water conservation concerns, and the inefficiencies of pond-based irrigation systems. Due to the fragility of both the century-old dam embankment and the wildlife habitat, access to the Pond is envisioned to be restricted much as it currently is.





MAINTENANCE AND BUDGET

CHV has no current right of access to the Property for any purpose, including the type of access necessary for the testing and investigation of the buildings, which would be required to get an accurate estimate of annual maintenance costs as well as near term and long term capital expenditures. In 2012 and 2013, Cat permitted CHV staff limited access to the Property for purposes of conducting a visual assessment of the Property, including a third party Tree Report, and an Updated Baseline Report on the civil infrastructure conditions on Quincy Farm. CHV staff prepared, based upon their own review and the third-party reports, a maintenance report that could lay the foundation for some of the anticipated maintenance obligations applicable to Quincy Farm. This report, together with projected costs, is attached hereto as Appendix C. It is important to note that the third party reports and the CHV report were prepared without benefit of the requirements of the Conservation Easement, and the long-term vision of the Committee for the use of the Property.

It is premature to establish a budget for maintenance or capital expenditures prior to (a) the expiration of the Life Estate (which may continue for several years), and (b) the completion of the Quincy Farm Master Plan. Records provided by the Anderson family do

not provide sufficient information to project the City's required expenditures. Further conversations with the Anderson family would be necessary in order to project what costs CHV may reasonably expect.



FUNDING AND REVENUE

By accepting the gift of Quincy Farm, CHV accepted the financial responsibility associated with its preservation, maintenance, and management. CHV acknowledges that city monies, and other public funds would be needed to properly preserve, and maintain the Property, the amount of which is unknown at present. Furthermore, implementation of the vision set forth herein would likely require an additional, significant financial commitment.

Quincy Farm would be eligible for CHV funds, as are all CHV and public infrastructure projects. Allocation and availability of funds for Quincy Farm would be in accordance with the city budgeting process, and in competition with other city projects. In addition, Quincy Farm could be eligible for revenue from county, state, and federal funding sources that offer competitive grants to local agencies, including Great Outdoors Colorado and the State Historical Fund. As a significant historical and natural site, Quincy Farm would be well positioned for public funds to be augmented by private funding. Public-private partnerships could assist in attracting funding from private foundations, including through existing 501(c)(3) partners. Alternatively, CHV could encourage the establishment of a nonprofit corporation

for the purpose of funding and managing Quincy Farm. Other potential sources of funding include local environmental foundations, family foundations, or national foundations with an interest in Colorado, as well as individual and corporate donations or sponsorships.

Another option for funding the Committee's vision for Quincy Farm is to establish partnerships or sponsorships to fund, promote or offer programming at the Property. Potential partners include educational institutions, museums, farming organizations, cooperative associations, and other nonprofit corporations (see Appendix E). Additional income could be generated from a voluntary membership structure or through "user" fees such as admission fees, program fees or rental fees. Refer Appendix E.



Photo: Lori Autterson

GLOSSARY

“Baseline Report” refers to the Catherine H. Anderson Property Conservation Easement Baseline Report, which was prepared concurrently with the Conservation Easement, that establishes the existing conditions on the Property as of September 2007.

“Big Barn” refers to a 1,495 square foot barn located in the East Area of Quincy Farm.

“Bridge” refers to a bridge in the Canal Area of Quincy Farm connecting the East Area to the West Area of the Property.

“Canal Area” means the area of Quincy Farm, which includes the High Line Canal.

“Chicken Coop” refers to a 73 square foot chicken coop located in the East Area of Quincy Farm.

“CHV” means The City of Cherry Hills Village.

“Colorado Open Lands” a non-profit corporation, is the legal entity with the right and obligation to enforce the terms of the Conservation Easement.

“Committee” means the Quincy Farm Visioning Committee.

“Conservation Easement” means the Deed of Conservation Easement, recorded December 18, 2007 with the County Clerk & Recorder for Arapahoe County, State of Colorado, at reception No. B7157828.

“Deed” refers to the Special Warranty Deed (with reservation of Life Estate), which conveyed the Property to CHV, recorded December 18, 2007 with the County Clerk & Recorder for Arapahoe County, State of Colorado, at reception No. B7157829.

“East Area House” refers to the Farm House in this document, a single-family residence of approximately 1,182 square feet in the East Area of Quincy Farm. Currently, Tenant 1 resides in this house.

“East Area” means the area of Quincy Farm, which lies east of the High Line Canal.

“High Line Canal” means the High Line Canal Trail, a 66-mile irrigation canal and trail that runs east-northeast through Douglas, Arapahoe and Denver counties. CHV is one of seven agencies with recreation agreements that are responsible for maintaining the trail.

“Hopkins House” refers to a single-family residence of approximately 1,400 square feet in the West Area of Quincy Farm. Currently, Tenant 2 resides in this house.

“Horse Barn” refers to a 1,207 square foot barn located in the East Area of Quincy Farm, currently used primarily for stabling horses.

“Life Estate” refers to the retention by Cat Anderson of the full range of legal rights, responsibilities, and obligations to Quincy Farm during her lifetime.

“Main Residence” refers to a single-family residence of approximately 3,600 square feet in the West Area of Quincy Farm. Currently, Cat Anderson resides in this house.

“Management Plan” refers to the plan governing management and operation of Quincy Farm consistent with the Conservation Easement to be prepared by CHV within one (1) year after termination of the Life Estate.

“Pond” refers to the man made pond located in the West Area of Quincy Farm.

“Quincy Farm” or “Property” refers to the property located at 4400 East Quincy Ave., Englewood, CO 80113, which consists of approximately 17.555 acres of land [confirm size of property], together with existing improvements, water and mineral rights.

“Quincy Farm Master Plan” refers to the suggested master plan for the Property described in greater detail in the “Vision” section below.

“Small Barn” refers to a 465 square foot wood frame barn located in the East Area of Quincy Farm.

“Tree Report” refers to the Tree Inventory: Summary Report and 5-Year Management Plan of Quincy Farm, which provides an assessment of the current tree population and maintenance needs as of October 2012.

“Updated Baseline Report” refers to the Quincy Farm Baseline Update Report, December 2012, which updates the Baseline Report by providing a summary of existing civil infrastructure conditions, operations and maintenance on the Property as of December 2012.

“West Area” means the area of Quincy Farm, which lies west of the High Line Canal.

APPENDICES

- A. Conservation Easement with Exhibits
- B. NRHP Designation
- C. CHV Maintenance Report
- D. Matrix of Examples of Similar Places
- E. Funding and Revenue
 - Presentation Notes, Betsy Cheroutes
 - JVA Funding Research and Partner Scan Summary Report
 - State Historical Fund, History Colorado Grants

REFERENCE DOCUMENTS (Available from CHV upon request.)

- Baseline Report
- Updated Baseline Report
- Tree Report
- Pond Assessment Report
- Tenant Leases
- Warranty
- Quit Claim Deed
- Encroachment Agreement Easement
- High Line Canal Deed with Denver Water Board

A. CONSERVATION EASEMENT

DEED OF CONSERVATION EASEMENT [CATHERINE H. ANDERSON PROPERTY]

Any time the Property is transferred by Grantor to any third party, Grantor shall pay a transfer fee of $\frac{1}{4}$ of 1% of the sale price to Grantee and notify Grantee pursuant to the requirements of Section 10 of this Deed.

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted on this 14th day of December, 2007, by CATHERINE H. ANDERSON, whose address is 4400 East Quincy Ave., Englewood, CO 80113 ("Grantor"), to COLORADO OPEN LANDS, a Colorado non-profit corporation ("Grantee"), whose address is Suite 320, 274 Union Boulevard, Lakewood, Colorado 80228, collectively the "Parties".

RECITALS:

- A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject Property legally described in Exhibit A and depicted in Exhibit B, both attached hereto and made a part of this Deed, which consists of approximately 17.555 acres of land, together with existing improvements (as further described in Section 4(A)), water and mineral rights, located in Arapahoe County, State of Colorado (the "Property").
- B. **Qualified Organization.** Grantee is a "qualified organization," as defined in §170(h) of the Internal Revenue Code and a charitable organization as required under §§38-30.5-104(2), Colorado Revised Statutes (C.R.S.).
- C. **Conservation Purposes.** The Conservation Purposes set forth in this section may hereinafter be collectively referred to as the "Conservation Values." According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Values of a qualified conservation contribution may be for one or more of the following: to preserve land for outdoor recreation by or education of the general public; to protect relatively natural habitat of fish, wildlife or plants; to preserve open space; and to preserve historically important land or structures.

Recreation or Education [§ 1.170A-14(d)(2)]. The Highline Canal, with its public trail, traverses the Property. The Highline Canal, which was built between 1879 and 1883, extends for more than 66 miles from Waterton Canyon on the South Platte River, through Arapahoe, Denver and Adams Counties. Starting in 1970 the maintenance road along the Canal was opened to public use. A portion of the trail passes through this Property and is utilized by hundreds of people every week for walking, jogging, hiking, bicycle riding, and horseback riding and is available for the substantial and regular use of the public. Significant natural areas, wetland areas and a pond exist on the Property adjacent to the trail, providing a natural area recreation corridor for public use. Public use of the Highline Canal (the "Canal Area") is permitted subject to rules and regulations established by the City and County of Denver, Colorado, acting by and through its Board of Water Commissioners ("Denver Water"), or its licensees, as described in the Easement Agreement recorded on October 20, 1993 in Book

7198 at Page 466, in the records of the Arapahoe County, Colorado Clerk and Recorder (the "Denver Water Easement").

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property contains wetlands, riparian areas, a pond, and natural areas that provide food, shelter, breeding ground, and migration corridors for several wildlife species. The Property serves as natural habitat for several bird species, including waterfowl, shorebirds, hawks and neo-tropical migrants. The habitat on the Property is also "significant" as required by the Treasury Regulations, as it represents wildlife habitat in an urban area, and is the first verified and documented breeding site in Colorado for the Hooded Merganser.

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

Scenic enjoyment. The Property adds to the scenic character of the local rural landscape in which it lies, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The Property is visually accessible to the general public from the public Highline Canal Trail which traverses the Property and from Quincy Avenue, which adjoins the Property. There are scenic vistas of the Front Range of the Rocky Mountains from the Property.

Significant public benefit. The Highline Canal Trail through the Property is utilized by thousands of people every year. There is a strong likelihood that development of the Property would lead to or contribute to degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic and recreational values.

It should also be noted that the terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land.

Historic [§ 1.170A-14(d)(5)(ii)]. The Property qualifies as an historically important land area because it is an independently significant land area and is listed in the National Register of Historic Places by the United States Department of the Interior.

These Conservation Values are of great importance to Grantor, Grantee, the residents of Arapahoe County, residents of the greater metropolitan Denver area, and residents of the State of Colorado.

D. **State Policy Concerning Conservation Easements.** C.R.S. §§33-1-101, provides in relevant part that "it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors." C.R.S. §§38-30.5-102, provides for the creation of conservation easements to maintain land "in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land . . .".

E. Other Supporting Government Policy.

- City of Cherry Hills Village Resolution No. 13, Series of 2006 supporting Open Space, which recognizes the need to preserve the Highline Canal Corridor and other areas that are:
 - Lands which maintain urban open space, natural areas, water quality, urban wildlife habitat and movement corridors, views, trail corridors, floodplains and wetlands;
 - Lands which serve to maintain community identity; and
 - Lands for passive and active recreational needs including, but not limited to, walking, cycling, horseback riding, cross country skiing, photography and nature studies
- The Arapahoe County Comprehensive Plan which provides in part that the intent of Arapahoe County is to use "open space as a means to help...maintain rural character, conserve wildlife habitat...and provide opportunities for...wildlife observation."
- The Arapahoe County Comprehensive Plan Goals NCR 1, provides in part that it is the goal of Arapahoe County to "conserve its natural areas and resources that provide habitat and maintain environmental quality."

F. Documentation of Present Conditions. The Conservation Values and the characteristics, current use, and status of improvements on and development of the Property as of the date of this Deed are further documented in a "Present Conditions Report," dated August, 2007 and prepared by LREP, Inc., which report is acknowledged as accurate by Grantor and Grantee. The Present Conditions Report has been provided to both Parties and will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, the Present Conditions Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.

G. Charitable Donation. Grantor intends to create a conservation easement under C.R.S. §§38-30.5-101 *et seq.*, and hereby makes a charitable gift of the property interest conveyed by this Deed to Grantee.

H. Gift to Cherry Hills Village. In order to further assure preservation of the Conservation Values of the Property, after granting this Easement Catherine H. Anderson the Grantor intends to donate the Property to the City of Cherry Hills Village. The Property will be donated subject to reservation of a life estate for the benefit of the Grantor (the "Life Estate") which will allow Grantor to continue to live on the Property, subject to the terms of this Easement. This Easement has been granted subject to the terms of two existing leases (the "Leases"): the lease to Jeri Neff for the Hopkins House located on the West Area (the "Hopkins House Lease"), and the lease to Cynthia Norton Gray for the house on the East Area (the "East Area House Lease"). The Parties acknowledge that during the Life Estate, Catherine H. Anderson, as life tenant, is

responsible for complying with the terms and conditions of this Deed that are applicable to the Grantor; after termination of the Life Estate, the City of Cherry Hills Village, as remainderman, shall be responsible for complying with the terms and conditions of this Deed that are applicable to the Grantor.

ACKNOWLEDGEMENT OF INTENT:

As a guide to the interpretation of this Deed and administration of the Conservation Easement created by this Deed by future generations, Grantor and Grantee, for themselves, and for their successors and assigns, herein expressly declare their agreement and dedication to the following purpose and intent:

1. **Purpose.** The purpose (the "Purpose") of this Easement (defined below) is to preserve and protect in perpetuity the Conservation Values of the Property. This Purpose is in accordance with §170(h) of the Internal Revenue Code. In order to achieve this Purpose, Grantor intends to convey this Deed to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever.
2. **Intent.** Subject only to the Purpose set forth above, the intent of the Parties is to permit all other uses of the Property that are not inconsistent with the preservation and protection of the Conservation Values as determined by Grantee in its sole discretion and that are not expressly prohibited herein. Nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. **Conveyance of Easement.** Grantor voluntarily grants and conveys to Grantee and Grantee voluntarily accepts, a perpetual Conservation Easement in gross, an immediately vested interest in real property defined by C.R.S. §§38-30.5-101, *et seq.*, and of the nature and character described in this Deed, for the purpose of preserving and protecting the Conservation Values of the Property in perpetuity ("Easement").
2. **Rights of Grantee.** To accomplish the Purpose of this Easement the following rights are hereby conveyed to Grantee:
 - 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, except in cases where Grantee determines that immediate entry is required pursuant to those provisions in Section 8, such entry shall be upon at least 48 hours prior notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

C. To prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and, except as limited by Section 7 below, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent activity or use; and

Nothing in this Section shall preclude the right of Grantee to enforce the preservation and protection of the Conservation Values of the Property or any other provisions of this Deed.

3. ***Rights Retained by Catherine H. Anderson.*** Catherine H. Anderson retains the right to occupy the Property pursuant to the terms of the Life Estate, to comply with the terms of the Leases, and to perform any act not specifically prohibited or restricted by this Easement. These ownership rights include, but are not limited to, the retention of the economic viability of the Property, provided that such acts and uses are not inconsistent with the preservation and protection of the Conservation Values. During the Life Estate Catherine H. Anderson, as life tenant, shall be the Grantor hereunder, and shall have all of the rights and responsibilities of the Grantor hereunder.

4. ***Structures, Areas.*** For the purposes of this Easement the Parties have identified three areas (the "Areas") on the Property as depicted on the attached Exhibit B. The Areas are: (1) the "West Area" which lies west of the Highline Canal; (2) the "East Area" which lies east of the Highline Canal, and (3) the "Canal Area" which encompasses the Highline Canal. The structures and improvements which exist on the Areas at the time of granting of this Easement are described as "Existing Improvements". The Parties agree that the current and permitted uses of and improvements to the Property are not inconsistent with the preservation and protection of the Conservation Values and are permitted, and also agree that the Grantor may charge fees for use of the Property. Without limiting the generality of any of the foregoing, Grantor and Grantee hereby acknowledge and agree:

A. ***West Area - Structures and Uses.*** The West Area may be used for Preservation Uses as described in Paragraph 5(A), below, subject to the limitations described in Paragraph 4(A)(4), below, and for Agricultural Uses that are described in Paragraph 5(C), below. The existing and permitted structures within the West Area and their permitted uses are described as follows:

(1) ***Hopkins House.*** At the time of granting of this Deed on the West Area there is a single family residence (the "Hopkins House") of approximately 1400 square feet, which has been leased for caretaker residence use pursuant to the Hopkins House Lease. Without the express written permission of the Grantee, no demolition, construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect either the present facade or increase or decrease the height of the Hopkins House, including without limitation anything which would alter the external appearance of the Hopkins House, as depicted in the Present Conditions Report. The reconstruction, repair, or refinishing of the present facade, damage to which has resulted from casualty loss, deterioration, or wear and tear, and including damage

from natural causes (aka "Acts of God") shall be permitted provided that such reconstruction, repair, or refinishing is performed according to The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of Interior, or similar standards acceptable to Grantee (hereinafter, collectively the "Standards"), subject to the prior written approval of Grantee, and in a manner which maintains or recreates, as the case may be, a substantially similar appearance of the present façade. The Hopkins House may be used for a caretaker residence for a caretaker of the Property or for one or more of the Preservation Uses, described in Paragraph 5(A), below.

(2) *Main Residence and Detached Garage.* At the time of granting of this Deed on the West Area there is a single family residence of approximately 3600 square feet (the "Main Residence"), and a detached garage of approximately 700 square feet.

(a) During the Life Estate Catherine H. Anderson or a caretaker may occupy the Main Residence for residential purposes, and may maintain, repair and replace the Main Residence and the detached garage (but shall not enlarge those structures), at their current locations without further permission of the Grantee. If the Main Residence or detached garage are replaced, any replacement structures shall be in the same architectural style as the existing structures to the extent reasonably possible.

(b) After termination of the Life Estate the Main Residence may be used only as a caretaker's residence for a caretaker of the Property or as a nature center/interpretive facility. The Main Residence and the detached garage may be maintained, repaired and replaced (but not enlarged), at their current location, without further permission of the Grantee. Alternatively, if the Main Residence and detached garage are demolished or removed and no new structures are constructed in their place, then the area shall be re-graded to a natural contour, replanted and thereafter maintained in native or other non-invasive vegetation.

(3) *Pond.* At the time of granting of this Deed there exists a Pond, a pump house and a well near the south end of the West Area. Grantor may maintain, repair, replace or remove the pump house without further permission of Grantee. If Grantor determines that it is too expensive to maintain and fill the pond, upon notice to but without further permission of Grantee the pond may be drained, provided that the area shall be re-graded to a natural contour, by filling in the existing area without materially affecting the existing contour and slopes, and replanted and thereafter maintained in native or other non-invasive vegetation. In addition, the regrading and re-contouring must be accomplished in a manner that does not alter the existing natural drainage flow across the Property.

(4) **Limitations on Preservation Use.** The Property shall be managed in accordance with a "Management Plan", which shall be prepared by Cherry Hills Village, and approved by Grantee, within one (1) year after termination of the Life Estate. The West Area shall be managed primarily as a natural area with limited public access. The East Area shall be managed for Preservation Uses, Recreational Uses and Agricultural Uses described herein.

B. **East Area – Structures and Uses.** The East Area may be used for Preservation Uses, Recreation Uses and Agricultural Uses that are described in Paragraph 5(A), 5(B) and 5(C), below. At the time of granting of this Deed on the East Area there is a single family residence of approximately 1182 square feet ("East Area House"), a 1495 square foot barn ("Big Barn"), a 1207 square foot barn ("Horse Barn"), a 465 square foot wood frame barn (the "Small Barn"), and a 73 square foot chicken coop ("Chicken Coop"). The total square footage of the existing East Area structures is approximately 4421 square feet; for purposes of this Easement the "Maximum East Area Square Footage" shall be 4500 square feet. Grantor may maintain, repair, replace, relocate or reconstruct the existing East Area structures anywhere within East Area, or construct replacement structure(s) within the East Area, provided that no indoor riding arenas shall be permitted and at no time shall the total square footage of structures exceed the Maximum East Area Square Footage. Notwithstanding the foregoing, Grantor may not demolish the Big Barn unless it is destroyed by casualty or deteriorated by the passage of time to the degree that it is rendered unsafe for use. The East Area House may only be occupied for residential purposes by a caretaker of the Property. In addition, the structures within the East Area may be used for the Preservation Uses, Recreational Uses or Agricultural Uses described herein.

C. **Canal Area – Structures and Uses.** At the time of granting of this Deed on the Canal Area there is a bridge connecting the East Area to the West Area of the Property ("Bridge"). Grantor may maintain, repair and replace the bridge on the Canal Area upon notice to but without further permission of the Grantee. Grantor may also maintain the pathway on the Canal Area. The Canal Area may be used for the Preservation, Recreational and Agricultural Uses described below, and any uses which are permitted or required under the Denver Water Easement, described above, subject to the other limitations contained herein.

D. **Notification of Replacement or Enlargement.** If any improvements are replaced or enlarged in a manner not requiring Grantee's approval, Grantor shall notify Grantee of the replacement or enlargement so that its records may be updated.

E. **Definition of Floor Area.** For purposes of Section 4, floor area is defined as all residential or non-residential finished or unfinished space, covered and enclosed within two or more walls, but does not include residential covered or uncovered decks or patios.

F. **Other Improvements.**

(1). **Road Construction and Paving.** Grantor may maintain the existing pavement or otherwise resurface those roads, driveways or parking areas in the West Area that are already paved as of the date of this Deed. Grantor shall not pave or otherwise place any impermeable surface on any roads, driveways or parking areas that are unpaved as of the date of this Deed without Grantee's prior written approval. In addition, the Grantor may maintain the Bridge and the road and trail along the Highline Canal and around the pond in the Pond Area, and may relocate the driveway in the East Area. The location of the roads, trails and Bridge are generally depicted on the attached Exhibit B. No such roads or driveways shall be wider than necessary to provide access or to meet local codes for width of access to improvements.

(2). **Fences.** Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife not inconsistent with the preservation and protection of the Conservation Values without any further permission of Grantee. No white fences are permitted on the Property; all fencing shall be constructed of natural materials, such as split rail and wooden posts, and shall be unpainted.

(3). **Utilities.** Existing utilities may be repaired and replaced in the same location with a similar structure without any further permission of Grantee. Grantor may install new underground utility lines to serve the uses permitted on the Property without restriction.

(4). **Billboards and Signs.** Grantor may place identification and informational signs on the Property. Grantor shall not construct, maintain, or erect any signs or billboards on the Property that are inconsistent with the preservation and protection of the Conservation Values.

(5). **Recreational and Educational Improvements.** Grantor may construct small recreational and educational improvements on the Property that are not inconsistent with the preservation and protection of the Conservation Values only with the prior written approval of Grantee.

(6). **Other Improvements.** The construction or reconstruction of any other improvement on the Property is prohibited unless Grantee determines in its sole discretion that the proposed construction is not inconsistent with the preservation and protection of the Conservation Values.

5. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the following uses of the Property shall be conducted in accordance with the provisions below. In the event Grantee believes any resource management practice(s) are not consistent with the preservation and protection of the Conservation Values, Grantee may request that Grantor and

Grantee shall, at Grantor's expense, consult with a mutually agreed upon resource management professional. This professional will provide written recommendations for said resource management practice(s) not inconsistent with the preservation and protection of the Conservation Values.

A. **Preservation Uses.** The Parties intend that the Property remain in its substantially open condition with trees, grassed areas, gardens and the pond, and that only the permitted structures described herein shall be constructed or maintained on the Property. The Property, and the structures permitted thereon, may be used as a nature preserve, for historic preservation and interpretation, for gardens, for private and public meetings, gatherings and celebrations, for classes and education, for photography, painting and other artistic endeavors, and such other uses as help to preserve the Property and instill an appreciation and respect for the natural and human history of the vicinity (collectively the "Preservation Uses").

B. **Recreation Uses.** Low-impact recreational uses such as bird watching, hiking, horseback riding and cross-country skiing are permitted on the Property; bicycling is permitted only on the Canal Area of the Property. Public Use of the Canal Area is permitted subject to the terms of the Denver Water Easement. These uses are referred to as the "Recreational Uses".

C. **Agricultural Uses.** The Property may be used for agricultural purposes, subject to the limitations in this Easement. All agricultural uses shall be conducted using stewardship and management methods that preserve the natural resources upon which agriculture is based. Long term stewardship and management goals include preserving soil productivity, maintaining natural stream channels, preventing soil erosion, minimizing invasive species, and avoiding unsustainable livestock grazing practices. The construction and maintenance of agricultural ditches, stock ponds or other agricultural water features is permitted. Maintenance of the Highline Canal in accordance with the Denver Water Easement is permitted. Maintenance of the pond is permitted. These uses are referred to as the "Agricultural Uses."

D. **Trees, Shrubs, Bushes.** Trees, shrubs and bushes on the Property (except the Canal Area) may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Tree thinning activities on the Property (except the Canal Area) may take place to maintain the character and nature of the habitat. Trees, shrubs, bushes and other growth within the Canal Area may only be removed in accordance with the terms of the Denver Water Easement, described above.

E. **Minerals and Other Deposits.** The exploration, development, mining or other extraction of minerals of any kind or description, including oil, coal gas, hydrocarbons, coal, peat, sand, gravel, rock or soil, is prohibited.

F. **Water Rights.**

(1). **Owned Water Rights.** Grantor owns the non-tributary and not

non-tributary water rights appurtenant to the Property ("Owned Water Rights"). The Owned Water Rights are currently accessed through a well (Permit No. 8283) and are used to irrigate the Property and for water storage in the pond described in Section 4.A(3). Grantor agrees not to approve, consent to, or undertake any action that would result in the transfer, encumbrance, sale, lease, abandonment, change of current use, or other separation of the Owned Water Rights from the Property, except as otherwise provided in Section 4.A(3), and unless otherwise approved by Grantee.

(2). *Leased Water Rights.* Grantor is the shareholder of an entity that is the lessee of certain leases entered into with the Denver Water Board, and Grantor is permitted to use those water rights described in the attached Exhibit C-1 and made a part of this Deed (collectively, the "Leased Water Rights"). The Leased Water Rights are beneficially used on the Property as set forth in C.R.S. Section 38-30.5-102. Grantor shall have the right to improve, maintain, repair, relocate and reconstruct facilities related to the Leased Water Rights (such as ditches, wells and reservoirs). If Grantor transfers the Property to a successor or assigns, Grantor shall use Grantor's best efforts to cause the assignment of the Leased Water Rights to the new owner of the Property, however, Grantor does not represent or warrant that the Denver Water Board will approve, accept or honor any such assignment of the Leased Water Rights. The Leased Water Rights are currently used to irrigate the Property. Grantor agrees not to approve, consent to, or undertake any action that would result in the transfer, encumbrance, sale, lease, abandonment, change of current use or other separation of the Leased Water Rights from the Property, unless otherwise approved by Grantee. Notwithstanding any of the foregoing to the contrary, Grantor shall not be required in any one (1) year to use the Leased Water Rights to irrigate any portion of the Property. If Grantor wishes not to irrigate for a period of more than one (1) year, Grantor shall obtain Grantee's approval, to be granted if Grantee determines that failure to irrigate is not inconsistent with the preservation and protection of the Conservation Values. If at any time the Denver Water Board does not approve the assignment of all or a part of the Leased Water Rights to a successor Grantor, the provisions of this Section 5.F(2) shall no longer apply to such portion of the Leased Water Rights for which the Denver Water Board has not approved an assignment, unless and until the successor Grantor or its successors and assigns subsequently obtain a right to all or such portion of the Leased Water Rights through a valid assignment approved by the Denver Water Board, which right neither the successor Grantor nor its successors and assigns shall have the obligation to obtain.

(3). *Excluded Water Rights.* Grantor is also the lessee of certain additional water rights owned by the Denver Water Board and more specifically described in the Lease attached hereto as Exhibit C-2 as the "Excluded Water Rights." The Excluded Water Rights shall be expressly excluded from and shall not in any way be subject to or encumbered by this Deed.

G. **Habitat Improvements.** Habitat improvement and maintenance activities may be permitted upon Grantee's approval and determination that said improvements and activities are not inconsistent with the preservation and protection of the Conservation Values. Notwithstanding the foregoing, Grantor may replant native grasses anywhere on the Property that currently consists of non-native grasses without Grantee's approval.

6. **Restricted Practices.**

A. **Subdivision.** Grantor and Grantee agree that the division, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single parcel which shall be subject to the terms and conditions of this Easement.

B. **Surface Disturbance.** Except as permitted within this Deed, any alteration of the surface of the land, including without limitation, the movement, excavation or removal of soil, sand, gravel, rock, peat or sod, that is inconsistent with the preservation and protection of the Conservation Values, is prohibited.

C. **Existing Water Features.** Except as permitted within this Deed, alteration, impairment, modification or adverse change in or to existing ponds, wetlands or stream channels that is inconsistent with the preservation and protection of the Conservation Values, is prohibited.

D. **Commercial or Industrial Activity.** Industrial uses are prohibited. Commercial uses inconsistent with the preservation and protection of the Conservation Values of this Deed are prohibited. However, fees may be charged for the activities and uses that are permitted herein. No fee shall be charged for use of the Highline Canal, except to the extent such fee is permitted or required under the Denver Water Easement.

E. **Feed Lot.** The establishment or maintenance of a feed lot is prohibited. For purposes of this Deed, "feed lot" is defined as a permanently constructed confined area or facility within which the Property is not grazed or cropped annually, and which is used and maintained continuously and exclusively for purposes of feeding livestock. Nothing in this section shall prevent Grantor from seasonally confining livestock into an area, corral or other facility for feeding, or from leasing pasture for the grazing of livestock owned by others.

F. **Public Access.** Public access is permitted on the Highline Canal trail on the Canal Area, subject to rules and regulations established in the Denver Water Easement. Nothing contained herein shall be construed as affording the public access to the remainder of the Property, although the Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is not inconsistent with the preservation and protection of the Conservation Values of the Property.

G. *Trash.* The dumping or accumulation of any kind of trash, sludge, or refuse on the Property is prohibited, except for farm-related trash and refuse produced on the Property, provided that such dumping or accumulation is not inconsistent with the preservation and protection of the Conservation Values. The storage or accumulation of agricultural products and by-products on the Property is permitted in accordance with all applicable government laws and regulations.

H. *Hazardous Materials.* Grantor may use agri-chemicals (organic agri-chemicals to the extent reasonably possible) on the Property in accordance with all applicable federal, state or local laws and manufacturer's specifications. Otherwise, the treatment, permanent storage, disposal or release of hazardous materials on, from or under the Property is prohibited. For the purpose of this Deed, hazardous materials shall mean any hazardous or toxic material or waste that is subject to any federal, state, or local law or regulation. Notwithstanding anything in this Deed to the contrary, this prohibition does not impose any liability on Grantee for hazardous materials, nor does it make Grantee an owner of the Property, nor does it permit or require Grantee to control any use of the Property that may result in the treatment, storage, disposal or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

I. *Weed Control.* The Property shall be managed to control noxious weeds to the extent reasonably possible. Grantor shall utilize natural and organic weed control methods to the extent reasonably possible.

J. *Other Restricted Uses.* Golf courses, sod farms, helicopter pads, airstrips and ball fields are prohibited.

7. *Responsibilities of Grantor and Grantee Not Affected.* Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible and Grantee shall have no obligation for the upkeep and maintenance of the Property and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. *Taxes.* Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

B. *Liability.* To the extent allowed by law, if allowed at all, Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, except to the extent due to the acts or omissions of the Indemnified Parties; (ii) the obligations under this Section 7 or (iii) the presence or release of hazardous materials on, under, or about the Property under Section 6(F) and (iv) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property. Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to the injury to or death of any person, or damage to property, occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property.

8. *Enforcement.* Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed and Purposes of this Easement. In those cases where Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of this Easement, Grantee may enter the Property without advance notice but shall provide notice to Grantor as soon as possible. Grantee may notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall immediately cease the alleged violation and either (a) if necessary, restore or remediate the Property to its condition prior to the violation; (b) provide a written plan for restoration and remediation of the Property acceptable to Grantee; (c) provide written documentation, acceptable to Grantee, that the activity is permitted and is not a violation. If Grantor is unable or unwilling to cease the immediate alleged violation, and comply with (a), (b) or (c) of the previous sentence, both Parties agree to resolve the dispute through mediation, or court procedures. At any point in time, the Parties may take appropriate legal action including an injunction to stop the alleged violation.

Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit, and attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. The Parties will share equally in the mediation fees. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.

9. *Transfer of Easement.* Grantee shall have the right to transfer this Easement to the Cherry Hills Land Preserve, Inc., a Colorado non-profit corporation, with the permission of

Grantor which permission shall not be unreasonably withheld. In addition, Grantee shall have the right to transfer this Easement subject to Grantor's approval not to be unreasonably withheld, to any public agency or private non-profit organization that, at the time of transfer, is a "qualified organization" under § 170(h) of the U.S. Internal Revenue Code, and under C.R.S. §§38-30.5-101, *et seq.*, only if Grantee requires and the agency or the organization expressly agrees as a condition to the transfer, that the conservation purposes set forth in the Recitals to this Easement continue to be carried out and only if the agency or the organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist or no longer qualifies under federal or state law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes and that agrees to assume the responsibility.

10. ***Transfer of Property.*** Any time the Property or a portion thereof is transferred by Grantor to any third party, Grantor shall pay a transfer fee of 1/4 of 1% of the purchase price to Grantee to be used for the purpose of the defense of conservation easements or for other purposes consistent with Grantee's mission. Grantor shall notify Grantee in writing within (5) business days after closing using the form in Exhibit D attached hereto. The document of conveyance shall expressly refer to this Deed of Conservation Easement. Said transfer fee shall be waived if the Property is transferred to The Conservation Fund, the City of Cherry Hills Village or Grantor's immediate family members, heirs or beneficiaries.

11. ***Real Property Interest.*** The granting of this Deed immediately vests Grantee with a property interest. Grantor and Grantee also agree that this Easement shall have a fair market value determined by multiplying the fair market value of the Property 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 at the time of this Easement to the value of the Property, without deduction for the value of the Easement, at the time of this Easement. Pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii), Grantor and Grantee further agree that this percentage shall remain constant.

12. ***Termination of Easement.*** This Easement may only be terminated or extinguished by judicial proceedings by a court of competent jurisdiction. The total loss of all the Conservation Values on the Property is the only grounds under which this Deed can be terminated. Should this Easement be extinguished, sold for public use, taken for public use, or terminated, whether in whole or in part, Grantee shall be paid proceeds equal to the aforementioned percentage of the fair market value of the Property, unless otherwise provided by Colorado law. Grantee's use of the proceeds shall comply with Treasury Regulation § 1.170A-14(g)(6)(i).

13. ***Perpetual Duration.*** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear; provided, however, that each party's rights and obligations under this Easement shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the

Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.

14. ***Change of Circumstance.*** The fact that any use of the Property that is prohibited by this Easement, or any other use as determined to be inconsistent with the Purpose of this Easement, may become economically more valuable than permitted uses has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 12. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 12.

15. ***Notices.*** As specified herein, any notices required by this Deed shall be sent as appropriate to the following Parties or their successors in writing. All Parties shall be notified of any change of address. During the Life Estate of Catherine H. Anderson any notices required hereunder shall also be given to the City of Cherry Hills Village, so that it may protect its remainder interest as successor Grantor hereunder.

Grantor (Life Tenant):

Catherine H. Anderson
4400 East Quincy Ave.
Englewood, CO 80113
(303) 771-4113

Successor Grantor (Remainderman):

City of Cherry Hills Village
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113
Attention: City Manager

Grantee: Colorado Open Lands
274 Union Blvd., Suite 320
Lakewood, CO 80228
(303) 988-2373

16. ***Liens on the Property.***

A. ***Current Liens.*** There are no mortgages or deeds of trust encumbering the Property at the time of granting of this Easement.

B. ***Subsequent Liens.*** No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Easement.

17. **No Merger.** Unless the Parties expressly state that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement.

18. **Grantor's Representations and Warranties.**

A. Except as provided in Section 16, Grantor warrants that Grantor has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except *ad valorem* property taxes for the current year, and hereby promises to defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.

B. Grantor represents and warrants that, without investigation and to the best of her knowledge:

(1) No hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property, and that there are no underground storage tanks located on the Property, except for septic tanks located on the Property;

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

(3) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(4) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

19. **Acceptance.** Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed.

20. **General Provisions:**

A. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, 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.

B. **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.

C. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

D. **Controlling Law and Interpretation.** This Easement shall be performed and broadly interpreted under the laws of State of Colorado, resolving any ambiguities and questions of the validity of specific provisions in favor of maintaining the Purpose of this Deed. Any decisions resolving such ambiguities shall be documented in writing.

E. **Counterparts.** The Parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute this instrument.

F. **Amendment.** This Easement may be amended only with the written consent of the Grantor and the Grantee. No amendment shall be allowed that will confer a private benefit to the Grantor or any other individual greater than the benefit to the general public (see IRS Reg. 1.170A-14(h)(3)(i)) or result in private inurement for a Board member, staff or contract employee of Grantee (see IRS Reg. 1.501(c)(3)-1(c)(2)), or affect the qualifications of this Easement under any applicable laws. Any amendment must not be inconsistent with the preservation and protection of the Conservation Values of the Property and shall not affect the perpetual duration of the Easement. Grantee shall have the right to charge a fee to Grantor for time and costs associated with any amendment. Any amendment must be in writing, signed by both Parties, and recorded in the official records of Arapahoe County, Colorado.

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

21. **Development Rights.** Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the Parties agree that such rights are terminated and extinguished.

22. **Recording.** The Grantor shall record this Deed in timely fashion in the official records of Arapahoe County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. **No Third Party Beneficiary.** This Deed is entered into by and between Grantor and Grantee, and has been consented to by the City of Cherry Hills Village, and is solely for the

benefit of Grantor, Grantee, the City of Cherry Hills Village as successor Grantor, and their respective successors in interest and assigns, and does not create rights or responsibilities in any third parties.

24. *Grantee Acknowledgement of Donation.* Grantee acknowledges receipt and acceptance of this Easement encumbering the Property described herein, for which no goods or services were provided.

25. *Annual Appropriations.* In the event the Property is conveyed to the City of Cherry Hills Village or any other public entity, and in the event that obligations under the Conservation Easement are deemed to be multi-fiscal year obligations, the financial obligations of Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Conservation Easement, pursuant to C.R.S. Sec. 29-1-101, et seq., as amended.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

GRANTOR:

Catherine H. Anderson

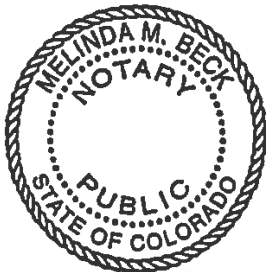
Catherine H. Anderson

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by Catherine H. Anderson, as Grantor.

Witness my hand and official seal.

My commission expires: _____



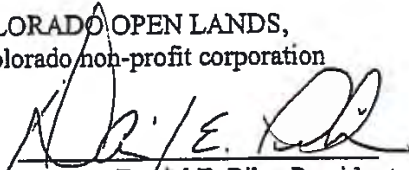
My Commission Expires 08/25/2008

Melinda M. Beck
Notary Public

GRANTEE:

COLORADO OPEN LANDS,
a Colorado non-profit corporation

By


Daniel E. Pike, President

STATE OF COLORADO

)

) ss.


COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged before me this 13th day of December, 2007, by Daniel E. Pike as President of Colorado Open Lands, a Colorado non-profit corporation.

Witness my hand and official seal.

My commission expires: 11-21-2008


Notary Public

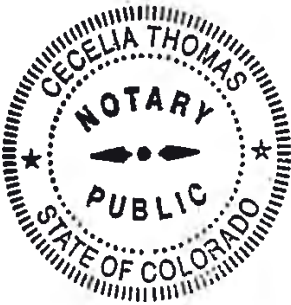


EXHIBIT A

Legal Description of the Property
(2 pages)

A TRACT OF LAND LOCATED IN THE NW1/4 OF SECTION 7, T5S, R67W OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, THENCE N89°21'30"E, 494.00 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7 TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) IN THE ARAPAHOE COUNTY RECORDS, SAID POINT BEING TRUE POINT OF BEGINNING.

THENCE S00°38'30"E, 30.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S01°38'00"E, 716.60 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N70°39'10"E, 285.26 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N88°36'10"E, 223.72 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N47°30'20"E, 168.32 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS;

THENCE N69°14'19"E, 50.00 FEET ALONG THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25;

THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25, 78.71 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, SAID ARC HAVING A RADIUS OF 343.39 FEET, A CENTRAL ANGLE OF 13°07'59" AND BEING SUBTENDED BY A CHORD THAT BEARS S27°19'40"E, 78.54 FEET;

THENCE S33°53'40"E, 119.21 FEET ALONG THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25;

THENCE S56°06'20"W, 50.00 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25 IN THE ARAPAHOE COUNTY RECORDS TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 7666 AT PAGE 25, SAID POINT ALSO BEING ON THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 25;

THENCE S45°33'30"W, 37.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S09°00'00"E, 23.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S53°36'50"W, 131.19 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S00°15'00"E, 154.00 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE S35°26'40"E, 386.50 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N89°42'00"E, 135.73 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N00°01'40"W, 208.31 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE NORTHWESTERLY ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL), 102.30 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, SAID ARC HAVING A RADIUS OF 165.49 FEET, A CENTRAL ANGLE OF 35°25'00" AND BEING SUBTENDED BY A CHORD THAT BEARS N17°44'10"W, 100.68 FEET;

THENCE N35°26'40"W, 191.41 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N33°53'40"W, 80.83 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N62°37'00"E, 100.65 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N33°53'40"W, 156.66 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) AND ALONG SAID BOUNDARY LINE EXTENDED NORTHWESTERLY;

THENCE N54°46'08"E, 219.53 FEET TO A POINT ON SAID BOUNDARY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL);

THENCE N08°28'30"E, 493.03 FEET ALONG THE BOUNDARY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5259 AT PAGE 138 (ANDERSON PARCEL) TO A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7;

THENCE S89°21'30"W, 1044.80 FEET ALONG THE NORTH LINE OF THE NW1/4 OF SAID SECTION 7 TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

MATHEW E. SELDERS
COLORADO LICENSE NO. 27275
1800 38TH STREET
BOULDER, CO 80301
303-442-4338

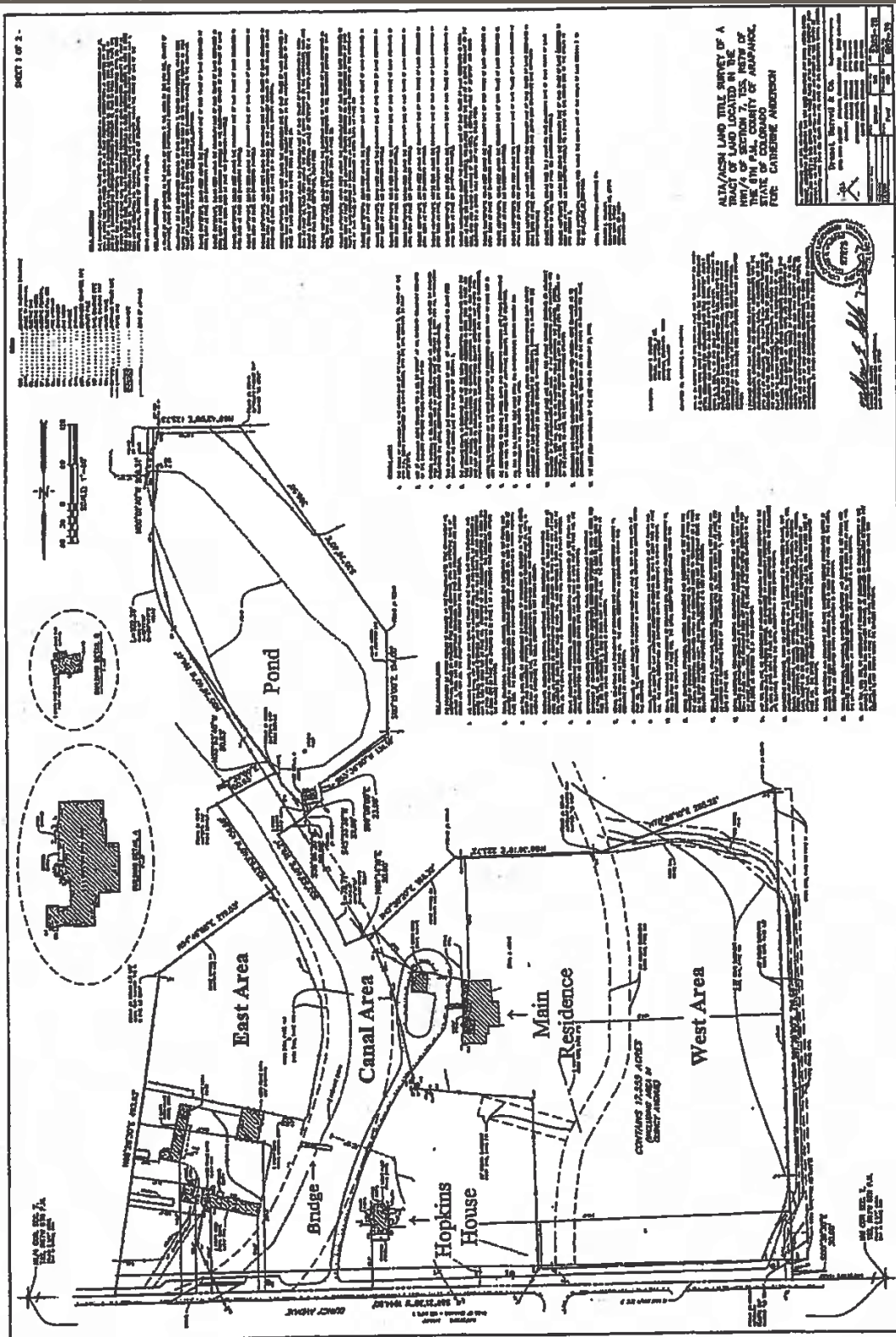


EXHIBIT B

EXHIBIT C-1

Leased Water Rights

1. 9.43 acre feet of water in the Antero Reservoir.
2. 14.16 acre feet of water in the Highline Canal.

EXHIBIT C-2

Excluded Water Rights

(Lease Agreement Account No. 00409A, 2 pages, attached)

LEASE AGREEMENT

(RAW WATER)

Account No. 00409A

LESSOR: CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, 1600 W. 12th Avenue, Denver, Colorado 80254 (hereinafter "Board")

LESSEE(S): Catherine H. Anderson
4400 East Quincy Avenue
Englewood, CO 80110 Telephone: *771-413

STRUCTURE: HIGH LINE CANAL Headgate: 76 + 00

NATURE AND AMOUNT SHARES _____ ACRE-RIGHTS 5.0
OF WATER LEASED: 12 INCHES _____ OTHER _____

PROCESSING FEE: \$100.00 ANNUAL RENTAL - RATE: \$16.00 per acre-right
TOTAL: \$180.00

DATE OF LEASE: April 1, 1984 ANNUAL RENEWAL DATE: April First

Communication regarding this lease should be directed to the Board's Planning and Water Resources Division - Telephone: 623-2500, Ext. 270.

For and in consideration of the premises and promises set forth herein and the performance thereof, the parties agree as follows:

1. The Board hereby leases to the Lessee the right to use that proportional share of water flowing in the above listed structure which is represented by the indicated interest of the Board for irrigation purposes only, for a period of one year beginning on the date of this agreement and terminating as above set forth, renewable for succeeding one year periods until terminated.

The water to be so used by Lessee shall be diverted out of the headgate enumerated above. The diversion facilities are to be set and used under the direction, control and supervision of the Board's designated representatives. Nothing herein contained shall be construed as requiring the Board to construct any new or enlarged outlet or diversion facilities or to maintain same, except at the sole expense of Lessee. Board has no responsibility for facilities outside Board property.

2. Lessee shall pay to the Board the processing fee and the annual rental set forth above, which annual rental is subject to change from time to time in the sole discretion of the Board. Notice of increase in rental shall be given to the Lessee no later than thirty (30) days prior to the annual renewal date. Payment of the processing fee and first year rental shall be made upon execution of this lease and the annual rental shall thereafter be made on or before April 20 of each succeeding year.

3. This lease shall be considered as renewed annually hereafter upon payment by the Lessee of the annual assessment on or before the 20th day of April of each year and if the Board does not receive such payment this lease shall automatically terminate. Board further reserves the right to terminate this lease (1) at the expiration of any annual period or by giving thirty (30) days notice thereof to the Lessee; (2) at any time if the water so leased is required for Board purposes; (3) for failure of Lessee to abide by Board Rules and regulations and Ditch or Reservoir Company rules when applicable; or (4) for any other breach of this agreement by Lessee. No refund shall be made to Lessee of any moneys paid if this lease is terminated under (1), (3), and (4) above. If terminated under (2) pro rata refund will be made.

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

4. Lessee shall be subject to the Operating Rules and other regulations of the Board, and any applicable Ditch or Reservoir Company regulations, as the same may be amended from time to time insofar as such rules are applicable and lessee is responsible for informing himself of such Rules and Regulations.

5. Board does not guarantee delivery of any specified quality or quantity of water and Lessee is entitled only to that water which would have been available to the Board under the shares listed above. Should the supply of water in the structure be insufficient to supply the users therefrom to the full amount of the water so leased from the Board, the operating authority may make such deliveries as will permit the best use of available supply to all users and the Board shall not be liable for any claims or damages resulting therefrom.

6. This lease is and shall be considered performable in the City and County of Denver, notwithstanding the fact that it may be necessary to take action in furtherance thereof elsewhere.

7. This lease or the use of the water hereby leased by this lease may not be assigned without prior written approval of the Board.

8. This agreement is made under and conformable to the provisions of the Charter of the City and County of Denver which control the operation of the Denver Municipal Water System. Insofar as applicable, said Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this contract.

IN WITNESS WHEREOF, the within agreement has been executed as of the day and year first above written.

APPROVED:

H. J. Mitchell
Planning Division

CITY AND COUNTY OF DENVER, acting
by and through its BOARD OF WATER
COMMISSIONERS, LESSOR

By: Mr. H. Miller
Manager

APPROVED AS TO FORM:

Michael A. S. Walker
Legal Division

REGISTERED AND COUNTERSIGNED:
Auditor
CITY AND COUNTY OF DENVER

By: Mike Smith

* Catherine H. Anderson
LESSEE

DISTRIBUTION:
Original
Copy

- Secretary's File
- Central Records
- Lessee(s)
- Accounting
- ✓ - Planning
- Plant
- Auditor

2126P

EXHIBIT D

Sample Notice of Transfer of Property

To: Colorado Open Lands ("Grantee")
From: [Insert name of fee owner] ("Grantor")

Pursuant to Section 10 of the Deed of Conservation Easement recorded (date) under reception number , Grantee is hereby notified by Grantor of the transfer of the fee simple interest in the subject Property legally described in Exhibit A attached hereto effective [insert date of closing] to [insert name of new Grantor], who can be reached at [insert name, legal address, phone and fax number]. Also pursuant to Section 10 of the aforementioned Deed of Conservation Easement is attached a copy of the new ownership deed.

GRANTOR:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Date: _____

Please note - this is the nomination form, not the final version accepted by NPS. Please refer to the final version; there are changes that do not appear in this form. (Emily Black, June 2018)

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

B. NRHP REGISTRATION FORM

NPS Form 10-900

OMB No. 10024-0018

United States Department of the Interior
National Park Service
**National Register of Historic Places
Registration Form**

This form is for use in nominating or requesting determination for individual properties and districts. See instruction in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Hopkins Farm

other names/site number Blackmer Estate; Quincy Farm; 5AH.2932

2. Location

street & number 4400 E. Quincy Avenue [N/A] not for publication

city or town Englewood [N/A] vicinity

state Colorado code CO county Arapahoe code 005 zip code 80113

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this [X] nomination [] request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property [X] meets [] does not meet the National Register criteria. I recommend that this property be considered significant [] nationally [] statewide [X] locally. ([] See continuation sheet for additional comments.)

Georgina Cortez
Signature of certifying official/Title

State Historic Preservation Officer

2/22/07
Date

Office of Archaeology and Historic Preservation, Colorado Historical Society
State or Federal agency and bureau

In my opinion, the property [] meets [] does not meet the National Register criteria.
([] See continuation sheet for additional comments.)

Signature of certifying official/Title

Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

- [] entered in the National Register
- [] determined eligible for the National Register
- [] determined not eligible for the National Register
- [] removed from the National Register
- [] other, explain
- [] See continuation sheet.

Signature of the Keeper

Date of Action

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

Hopkins Farm/Quincy Farm
Name of Property

Arapahoe County, Colorado
County/State

5. Classification

Ownership of Property
(Check as many boxes as apply)

☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property
(Check only one box)

☐ building(s)
☒ district
☐ site
☐ structure
☐ object

Number of Resources within Property

(Do not count previously listed resources)

Contributing

Noncontributing

<u>7</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>3</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>10</u>	<u>0</u>	Total

Name of related multiple property listing.
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

**Number of contributing resources
previously listed in the National Register.**

0

6. Function or Use

Historic Function

(Enter categories from instructions)

Agriculture/Subsistence
Domestic

Current Functions

(Enter categories from instructions)

Agriculture/Subsistence
Domestic

7. Description

Architectural Classification

(Enter categories from instructions)

Late 19th and Early 20th Century American
Movements/Classic Cottage; Colonial Revival

Materials

(Enter categories from instructions)

foundation	<u>Stone; Concrete</u>
walls	<u>Brick; Wood/Weatherboard</u>
roof	<u>Slate; Synthetics</u>
other	

Report of the Quincy Farm Visioning Committee Cherry Hills Village

Hopkins Farm/Quincy Farm
Name of Property

Arapahoe County, Colorado
County/State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ A owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance

(Enter categories from instructions)

Agriculture

Architecture

Periods of Significance

1898

1934-1951

Significant Dates

1898

1934

Significant Person(s)

(Complete if Criterion B is marked above)

None

Cultural Affiliation

Euro-American

Architect/Builder

Hopkins House not known

Blackmer-Honnen-Anderson House &

Blackmer farm buildings

Roland L. Linder/Architect

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey

☐ recorded by Historic American Engineering Record

Primary location of additional data:

- ☒ State Historic Preservation Office
- ☐ Other State Agency
- ☐ Federal Agency
- ☐ Local Government
- ☐ University
- ☐ Other

Name of repository

Colorado Historical Society

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

Hopkins Farm/Quincy Farm
Name of Property

Arapahoe County, Colorado
County/State

10. Geographical Data

Acreage of Property 17.556

UTM References

(Place additional UTM references on a continuation sheet.)

1. (NAD27)

Zone Easting Northing

2. Zone Easting Northing

3. Zone Easting Northing

4. Zone Easting Northing

| See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Jeri Neff and Barbara Norgren

organization None

date November 14, 2006

street & number 4400 East Quincy Ave.

telephone 303-771-5064

city or town Englewood

state CO

zip code 80113

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location.

A sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional Items

(Check with the SHPO or FPO for any additional items.)

Property Owner

(Complete this item at the request of SHPO or FPO.)

Name Mrs. Keith Anderson

street & number 4400 East Quincy Ave.

telephone 303-771-4113

city or town Englewood

state CO

zip code 80113

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to range from approximately 18 hours to 36 hours depending on several factors including, but not limited to, how much documentation may already exist on the type of property being nominated and whether the property is being nominated as part of a Multiple Property Documentation Form. In most cases, it is estimated to average 36 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form to meet minimum National Register documentation requirements. Direct comments regarding this burden estimate and any other aspect of this form, including suggestions for reducing the burden, should be directed to Washington Headquarters Services, Directorate for Information Operations and Reports, Paperwork Project, (04) 4034, Washington, DC 20540-6011.

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 1

DESCRIPTION[BJN1]

Quincy Farm is located at 4400 East Quincy Avenue in Cherry Hills Village, Arapahoe County, Colorado in the NW of Section 7, Township 5S, Range 67 W (See attached boundary map). The current owner of the farm since 1964 is Mrs. Keith (Catherine H.) Anderson. In the early part of the 20th century, this rural property originally consisted of 275 acres accumulated by Myron Kerr Blackmer and now is 17.556 acres that contains the buildings associated with the farm. Mrs. Anderson also owns the portion of the Highline Canal which runs through the property from south to north and leaves the property under a bridge at East Quincy Avenue. The Denver Water Board has an easement for the ditch from Mrs. Anderson. The ditch road along the east side of the canal was opened to the public as a bike and pedestrian trail in 1970. The entrance into the farm is on the south side of East Quincy Avenue and immediately west of the Highline Canal. A narrow blacktop driveway leads into the farm along the west side of the canal. It passes the east side of the Hopkins House where there is a small semicircular gravel driveway at the south rear of the house. The blacktop driveway continues south to the Blackmer-Honnen-Anderson house where it circles around a small grassy island containing the garage and returns to the north.

On the east side of the canal and south of Quincy Avenue is the farm's barnyard containing a residential building and a small barn on the north, a large barn and small chicken coop on the south and a horse stall structure to the east. The barnyard is reached by the farm's occupants from the west across a wooden bridge over the canal added during Myron Blackmer's ownership. There is also a driveway into the barnyard from East Quincy Avenue that runs between the house and the baby (small) barn.

One of the significant features of Quincy Farm is the rural setting consisting of open pastures bordered by rail fences, mature trees, shrubs, lawns and flower gardens around the houses. Among the significant old trees and shrubs are American elms, oak and hawthorn trees in addition to the multitude of lilac bushes around the houses and along the canal. At the southern boundary of the property is a pond and pump house used for irrigation on the property which is reached by the ditch road along the canal. (Refer to sketch map). The large old cottonwood trees along the canal through Quincy Farm have been protected by the owner from clearing by the Denver Water Board such as has happened on other parts of the canal.

When Myron K. Blackmer owned the property there was a 2 story garage building southeast of the Blackmer-Honnen-Anderson house that originally was a multi-bay garage with a second-floor apartment for the help. When Ed Honnen purchased the property in the 1950s, he converted the garage into a rental house. On August 23, 1965 Mrs. Anderson sold this house and part of the land and this parcel is no longer part of Quincy Farm.

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 2

QUINCY FARM BUILDINGS AND STRUCTURES

1. James C. Hopkins House	1898	Building	Contributing
2. Blackmer-Honnen-Anderson House	1934	Building	Contributing
3. Small Garage	1934	Building	Contributing
4. Horse Stable/Farm House	1934, 1950s	Building	Contributing
5. Big Barn	ca 1936	Building	Contributing
6. Cow Barn/Baby Barn	1934	Building	Contributing
7. Machine Shop/Horse Stalls	1936, 1950s	Building	Contributing
8. Highline Canal	1883	Structure	Contributing
9. Irrigation Pond	Late 19 th century	Structure	Contributing
10. Pond Pump House	1920s	Structure	Contributing

Upon entering the farm, the first building on the right side of the driveway is the James C. Hopkins House, built circa 1898 by James C. and Grace M. Hopkins. The house is significant in that it is the oldest, intact farm house remaining in Cherry Hills Village. This north facing house is very visible from East Quincy Avenue and has become a visual landmark in the area. It sits behind a row of low juniper shrubs along the road and a green expanse of lawn with mature trees that partially block the view of the house. On the east side near the rear of the house is a semicircular gravel drive. There is a small east-side porch near the rear of the house.

The architectural style of the Hopkins House is a High Style Classic Cottage which is a subtype of the Classic Cottage and displays many of the common elements featured in New Architecture Styles/Types Added to Lexicon by Holly Wilson. This turn-of-the-century rectangular plan house is typical of the late nineteenth and early twentieth century High Style Classic Cottage in that it has multiple dormers creating a one-and-a-half story house, a Palladian style dormer window, two bay windows, red brick walls with a belt course and foundations, window sills and lintels of rock faced stone.

The original red brick exterior and stone foundation, sills and lintels were painted white at some unknown date. (See copy of undated historic photo). The roof has deep overhanging eaves with gable-end returns and dark colored slate shingles that replaced the heavy wood shingles damaged by a hail storm after 1963. The undersides of the eaves are faced in bead board with wood fascia. The front of the roof is partially hipped and has a very large gabled-

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 3

roof dormer with a large Palladian window that is one of the distinctive features of this house. The larger center arched window has narrow windows on either side separated by pilasters which are also on the outside edges of the windows. There is a decorative keystone in the center of the arch. At the gable peak is a diamond shaped attic vent with louvers. There are square wood shingles on the front gable and sides of the dormer. The bottom row of the gable shingles are finished in a saw-tooth pattern. On the east and west sides of the roof, there are smaller dormers faced with square shingles that have truncated hipped roofs and rectangular double hung wood sash windows.

There is a full width one-story front porch on the north side (front) of the house. It has a hipped roof supported by Tuscan wood columns, a wooden balustrade with square balusters in groups of six between these columns and a painted wood porch floor. The porch ceiling is bead board. The historic photo shows the porch steps on the west side of the north facade which led directly to the front door. At some unknown date the steps were switched to the east end of the porch. The front door is paneled wood with glass in the top. East of the front door is a double hung wood sash front window. On the east and west sides of the house there are three sided bay windows with low hipped roofs and three double hung wood sash windows. The center window in the west bay has pilasters on each side and molded lintel. The other first floor windows, as well as all of the basement windows, have segmented arches outlined in brick.

The historic photo shows the small east entry porch with a door that leads into the dining room. This porch had a wooden balustrade and wooden steps. Today there is a non-original side porch without the balustrade that was rebuilt ca. 1965. There is a full width wooden back porch with a stone foundation and concrete floor across the south (rear). It has a flat roof and a central entry door with a transom. There are multi-pane windows in the upper sections on all three sides of the porch and wood bead board panels on the lower sections and ceiling. The basement steps and a door into the kitchen are inside the porch. The wooden steps on the rear and side porches were rebuilt in 2001.

The rear gable of the house roof has deep eaves, gable-end returns and square shingles. In the center are a wood double-hung wood sash window and a door onto the flat porch roof. In the peak of the gable is a diamond shaped louver. Around the roof of the south (rear) porch directly below is a non-original railing made up of wooden boards forming large X's.

The interior of the Hopkins House retains its original layout of rooms with the exception of two large sliding doors which would have divided the parlor and the dining room. These were removed at an unknown date to open up the space into one large room. These doors are stored in the basement. Throughout the house the excellent examples of period finishes include the original hardwood floors throughout, trim work, paneled doors, fireplace, push button light switches with mother-of-pearl push buttons and brass plates, a built in hutch with drawers and glass front and elaborate wall registers for the original gravity coal furnace

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 4

The first floor still has its original 9-1/2' ceilings with a picture rail around the perimeter of every room. The stairway retains its original unpainted treads and newel posts. The balustrades and risers are painted. The large kitchen features a walk in pantry fitted with the original zinc counter tops, drawers, open shelves, cupboards and two flour bins all with original hardware. The interior possesses more extravagant finishes than are usually found in farmhouses of this period.

A steam boiler dated 1936 replaced the original gravity furnace and radiators were installed throughout the house. This boiler was the source of heat for the house until 2006 when it was replaced with a more efficient model. The radiators are still in use with the new boiler. Much of the home's electricity is still carried by the original knob and tube wiring visible all throughout the basement. The far north basement room had a dirt floor and was called the "Delco Plant" because of the batteries used to generate electricity.

Myron K. Blackmer purchased the Arapahoe County property in 1922, but continued to live in his house at 1212 Grant Street in Denver until 1927 when he moved into his father's former home at 975 E. 7th Avenue also in Denver. In April 1934 he hired Denver architect Roland L. Linder to design a main house some distance south of the Hopkins house. Linder also designed the farm buildings east of the canal later that same year. The Blackmer-Honnen-Anderson house was built in 1934 near the end of the driveway on the west side of a circular drive. It is a two-story Colonial Revival style house with an irregular plan and a hipped main roof section with cross gables and gabled dormers. The roof is covered in non-original slate shingles installed some time after 1963 and has no overhanging eaves. The exterior is clad in wood horizontal (lap or clapboard) siding. The house has an east-facing façade with a front entrance set below the grade of the drive entered by sandstone steps and walk to the front door sheltered by a small shed roof. To the right of the front door is a bay window added in 1968 and designed by Denver architect Charles Sink. To the right of the front entry are a large brick terrace and a grape arbor. There is a large wall chimney to the left of the front door for the living room fireplace which is covered in thick stalks of very old euonymus. The windows on the front are wood sash with six panes in the upper sash and one in the lower. On the south of the house is a large one-story sun room with a shed roof and multi-pane windows that covers the south elevation. It was originally an open terrace that was enclosed at some unknown date. The rear west side has a one story addition with a shed roof and large windows with vertical panes which were added in February of 1965 and designed by Charles Sink. The addition has a bedroom and an enlargement of an existing study. On the north end of the house is a one-story addition for Myron's mother known as Mother Blackmer's room. This replaced an original sleeping porch. It has a hipped roof with cross gables and an exterior door onto the brick patio. Myron Blackmer had an elaborate phone system installed that connected to all the farm buildings.

There is a wood frame garage with a side gabled roof which sits in the center of the circular driveway east of the house. This structure is surrounded by grass, shrubs and trees. On the

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 5

south end is a small multipane window. The west elevation has two overhead garage doors facing the front of the house.

The Blackmer-Honnen-Anderson house has very expansive landscaping on the south and west. From the driveway there is an opening between large flower beds that leads onto the large south and west rear lawns edged by a split rail fence between the lawn and the pastures to the west. The south end of the lawn has a screen of trees and bushes. Along with the 1934 house plans was a very elaborate landscaping plan (undated) designed by Iris Ashwell of Upton Gardens. This extensive design covered a very large area of land around the Blackmer-Honnen-Anderson house, but was never constructed as planned.

The barnyard on the east side of the canal is reached by a path from the main drive and a wooden bridge across the canal. The entrance to the barnyard is through a gate where there is a chicken coop and yard with a large barn on the south side, a horse stall and the baby (small) barn on the east and a house with an equipment shed across the north side. All the buildings have wood shingled roofs stained green and horizontal drop siding painted white. The buildings were designed by architect Roland L. Linder (plans dated September 21, 1934). The present day house was originally a horse stable with four stalls and wood plank floors over concrete. There were grain rooms with shed roofs on the north and south sides at the east end of the stable. Today these appear as additions, but were in the original plans. Also on the plans was a two car garage with a pair of bifold doors and gravel floor connected to the west end of the horse stable. Connected to the west end of this garage was an open machine shed with gravel floor and connected to this was an enclosed tool room with a concrete floor. After Ed Honnen purchased the farm in the 1951, he converted the horse stable into a one-and-half story house. The hay loft doors on the east side of the second floor and the two entrance doors were closed up. Dormers were added to both the south and north elevations. The attached garage became a one story study for the house. The entrance door to the house is on the south façade with a small shed roof to shelter the door. There are double hung sash windows on each side of the entrance. The former shed roof grain room on the south side of the house was converted into another entry into the house. The former garage doors were replaced by a large five-lite window with vertical panes. At the west end of the house the machine shed is now a tractor barn and the attached former tool room is now a welding shop. The north (rear) of the house has a gabled roof dormer with two sliding windows. The former north grain room now houses the furnace, water heater and a bathroom. Between the north (rear) and East Quincy Avenue is a yard with wild grasses, mature trees and shrubs. The south (front) of the house has a lawn, flower beds, mature trees, lilac bushes and shrubs. A two rail fence encloses the yard on the east, south and west sides.

East of the house the one-and-half story unaltered baby barn was originally a four stall cow barn with a loft and feed bin. There was a milk house located on the northwest corner of this barn. It has a very steep front gabled roof and entrance doors on the south (front) facade.

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 6

On the north (rear) of the barn is a round louvered vent at the peak of the gable and doors to the hay loft which have two small windows. The first story windows are square with six panes. South of the baby barn is a linear building that was originally built as a machine shed when designed by Linder, June 14, 1936. This has been converted into four horse stalls. The building has a shallow side gabled roof flanked by small front gabled enclosed rooms on each end and were originally tool rooms with concrete floors. The west facing north end room has a door with a four pane window in the top and a slider on the north side. The south end has a similar door and a four pane window on the west front and two sliding windows on the side. Across the west front of the horse stable is a projecting shed roof supported by poles covering the four horse stalls. There are Dutch doors to each of the stalls which are faced with battens (vertical wood boards). On the east (back-side) at the north end of the stalls is a mid-1960s open gabled shed roof addition used as a horse shelter.

The large Craftsman style 1930s barn on the south side of the barnyard is one-and-a-half stories high with a front gabled roof with wide overhanging eaves and exposed rafters with large knee braces under the front gable. In the center of the gable is a rectangular wood double hung six-over-six wood sash. Centered on the roof ridge is a small gabled cupola with louvered openings. The north (front) and south (rear) facades of the barn have pairs of centered bi-fold barn doors with six pane windows in the upper portions. Above the north (front) door opening is a sign with "Quincy Farm" and right of the doors is a double six-over-six window. There is a single window to the left of the doorway. On the west side is an entry door and several rectangular windows. This door leads to what is now the tack room, but was originally an apartment for some of the farm help. All of the windows have architrave surrounds.

Report of the Quincy Farm Visioning Committee Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 7

SIGNIFICANCE

Quincy Farm, located within Cherry Hills Village city limits, is nominated as a rural historic district. The farm has an 1898 period of significance for architecture and meets Criterion C for its High Style Classic Cottage design of the Hopkins House. It has a Palladian window in the large front dormer, a full front porch and two bay windows. The farm has a second period of significance for agriculture beginning in 1934 when Myron K. Blackmer hired Roland L. Linder to design the agricultural buildings in addition to his own house. The period ends in 1951 when the farm was sold by Blackmer. Quincy Farm became agricultural land in the late 19th century when the United States Government granted land to the railroads to sell for farm land. The nominated property, a 17.556 acre parcel of what was once the 275 acre Blackmer "Estate", is one of the last rural farms in this area that has retained its agricultural integrity. The farm has an intact collection of 1930s agricultural buildings that have all but disappeared from urban Arapahoe County. In addition, there are fenced pastures, an irrigation pond and a portion of the Highline Canal that runs through the property which all support the agricultural significance.

HISTORY

RAILROAD LAND-GRANT ACT OF 1850

In the late 1800s, much of the undeveloped rural area south of Denver where the Quincy Farm is located was owned by the United States government. In 1850 President Millard Fillmore signed the first Railroad Land-Grant Act that allowed the government to grant odd numbered sections of land to the states to sell to settlers and raise money for the construction of railroads. On May 10, 1883, the Transcontinental Railroad Act gave the Union Pacific Railroad the contract to build the railroad line west from Omaha. These sections of land were eventually sold to settlers who lived there and farmed the land.

The chain of title for Quincy Farm began on May 10, 1883 when the United States Land Patent for the northwest of section 7 was transferred to the Union Pacific Railway Company. Sometime in 1883 or 1884 this land was transfer from the Union Pacific Railway Company to the Platte Land Company. On January 6, 1884, the Platte Land Company sold the northwest quarter of section 7 (160 acres) to Richard Beeson for \$829. Richard and his wife Leannah owned the land from 1884 to December 26, 1888, when they sold it to Marks Amter & Julius Gottberg. In April of 1897 ownership in Section 7 was transferred to the National Bank of Commerce for \$6,000.

In March 1898 the land in Section 7 was sold to John Guthrie Hopkins and his brother, James C. Hopkins. They also owned land in other sections. John Guthrie lived in Graham County, Territory of Arizona and later Albermarle County, Virginia, and brother James C. lived in Arapahoe County, Colorado. James C. and his wife Grace built the brick farm house, the oldest building at Quincy Farm, in 1898. A notarized statement dated December 1898 indicates that a domestic artesian well was put into service December 1 1898, which was

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 8

for the new house that year. If there were earlier buildings on the farm they are no longer present.

The 1880 United States Census for Cook County, Illinois, showed James C. (b. 1851, age 28) and John Guthrie (age 25) Hopkins living with their mother, Agnes, and working as machinists. Their father was deceased and it also noted that the family had immigrated from Scotland. The Illinois Statewide Marriage Index, 1763-1900 noted that James C. Hopkins married Grace M. Todd in Kane County on June 30, 1886. The same 1880 census showed Grace Todd's family living in Kane County, Illinois. Their family had also immigrated to the United States from Scotland. The 1900 United States Census has James C. (age 48) and Grace M. Hopkins (age 48) living in Arapahoe County, Colorado, with their son, Robert H. (b. 1887 in Illinois) age 12, as well as 2 boarders. James' occupation was listed as a farmer.

The 1910 United States Census has James C. (age 58) and Grace M. Hopkins (age 58) still living in Arapahoe County, Colorado, with their son, Robert (age 22). James was still farming and Robert's occupation was listed as "farm laborer". The 1920 United States Census also shows the Hopkins residing in Arapahoe County, Colorado and working as farmers without their son, Robert. The same census shows Robert H. Hopkins, his wife and son living in Kane County, Illinois. The 1930 United States Census did not have James and Grace Hopkins living in Arapahoe County, Colorado.

James C. Hopkins sold his property to Joseph Anton Kadlecek and his wife Vilma in 1920. Due to a farm accidents to Joseph and his father, Joseph, he sold the property in 1922 to Myron K. Blackmer to raise money for medical care. Myron let the family stay on the farm to continue farming the property until 1933. By then, the family had grown to seven children and they moved from the Hopkins House to a dairy farm further west on East Quincy Avenue. The children went to the school that was on the site of the present day Cherry Hills Village Elementary School.

Quincy Farm is a 17.556 acre parcel which was part of a larger 275 acre parcel of farm land once known as the Blackmer Estate, owned by Myron K. Blackmer from the 1922 to 1951. Myron was the son of wealthy Denver oilman, Henry Myron Blackmer. Ownership of the estate was often mistakenly attributed to Henry in the newspapers of the time, however the Clerk and Recorder's Office in Arapahoe County recorded the land was transferred to Myron K. Blackmer in September of 1922.

Myron Kerr Blackmer, one of two children, was born on February 8, 1893 in Colorado Springs, Colorado to Henry Myron and Helen Kerr Blackmer. He attended Yale University and upon graduation in 1914, served as a Captain in France and Germany in the Army Corps of Engineers. After the war, Myron married Eleanor Anderson in Colorado Springs in 1920 and they had three children, two sons, Boswell A. and Henry M. II and a daughter, Sallie Webster. They then moved to Denver and Myron worked in an executive capacity with his

Report of the Quincy Farm Visioning Committee Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 9

father's company, the Midwest Refining Company from 1920 until he retired in 1928. Myron's sister, Margaret, married Erle O. Kistler.

Myron K. Blackmer purchased the property with the 1898 Hopkins house in 1922, but continued to live at 1212 Grant Street in Denver until 1927 when he moved into his father's former house at 975 East 7th Avenue. After Myron moved to his father's house, his sister, Margaret Kistler and her husband moved into Myron's former home at 1212 Grant Street. Blackmer rented the Hopkins house to the former owner, Joseph Anton Kadlecek and along with his wife and seven children continued to farm the property until 1933. Myron K. Blackmer hired Roland L. Linder to design a large house his family at the farm. The plans for the house are dated April 1934 and the family moved in the same year. The buildings in the barnyard were constructed the same year from plans by Linder dated September 21, 1934.

Roland L. Linder, a well known Denver architect, was born in Nebraska in 1893, went to high school in Sterling, Colorado and on to college at the University of Colorado. He also attended the University of Michigan and spent five years working in the Denver Atelier. He received his architectural license in 1921 upon returning to Denver after serving in World War I. He was the architectural supervisor for the construction of the new City and County Building. Linder worked for architect Eugene G. Groves for a while and later established his own firm. Among his works are the Ft. Collins Library, 1938; Museum of Natural History wings, 1948; Marr Wholesale Grocery building in the Denargo Market area, 1939; the consulting architect for the Denver Coliseum at the Stock Yards, 1950 and reconstruction of the Denver Athletic Club after a fire, 1953. He served as president of the Colorado AIA from 1938 to 1940.

Between ca. 1922 and 1951 Myron K. Blackmer purchased many more parcels of land in this area of Cherry Hills Village that eventually totaled 275 acres. On August 27, 1951, Myron K. Blackmer sold all the land to an investment syndicate of eleven well known Denver business men. They included Ed H. Honnen, Arthur G. Rydstrom, Nicholas Petry, Arthur E. Johnson, Will F. Nicholson, Charles Boeltcher II, J. Churchill Owen, Mrs. Henry Blackmer, Aksel Nielson and through Nielson, Dwight D. Eisenhower. When Eisenhower was elected president he transferred his portion of the ownership to his son Major John Eisenhower. (*Cervi's Journal*, March 30, 1960, p. 1.) After the sale of his land, Blackmer and his wife moved into the Brown Palace Hotel in Denver. He died on July 15, 1955 at St. Luke's Hospital in Denver at age 62 after a long illness.

When Blackmer sold the property in 1951, Ed H. Honnen, who owned a prominent construction business, bought a 28 acre portion of the property that contained the Hopkins House and all the Blackmer buildings and named it Quincy Farm. Honnen made a few changes that included converting the horse stable into a small house and converted the large Blackmer garage, south-east of the main house, into a rental house. The Highline

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 10

Canal (former Platte Canal) runs through the property. The water rights to the canal included in the sale were 22 acres water from the canal and 28 acre storage water in the Antero Reservoir that provided for the delivery to the property of 14.66 feet of water each year at the head of the Highline Canal.

Meanwhile the rest of the Blackmer property remained in the hands of the investment syndicate until 1960. In the 1950s and early 1960s, there was speculation that the Denver Country Club was looking for land to construct another 18-hole golf course and there was interest in acquiring a large rural tract such as the Blackmer property or the Grant Farm west of Denver to build another golf course surrounded by large homes. Many of the syndicate members were also members of the Denver Country Club.

By 1960 when the Denver County Club did not buy the Blackmer property, the syndicate sold all of the former Blackmer Estate, except Honnen's 28 acres, to the Gordon Investment Company headed by Mrs. A. J. Gordon, mother-in-law of Harold J. Bleakley, president of the People's Bank of Aurora and vice president of the North Denver Bank. There was speculation that the property would be developed into a luxury resort surrounded by large residential parcels, but those plans never came to fruition. Instead the land became the property of Kent School for Girls in 1963 who later sold some of the land to Denver Country Day School. In 1974 the two schools merged to become Kent-Denver Country Day School.

Ed Honnen and his wife Margaret lived at Quincy Farm from 1951 to 1964. In December of 1964, Catherine H. Anderson and her husband Keith Anderson purchased Quincy Farm from the Honnens. Mr. Anderson died in 2005 and Mrs. Anderson continues to live on Quincy Farm and is donating a conservation easement for the farm to preserve the rural character of her parcel of land and prevent development.

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 9 Page 11

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Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number 9 Page 12

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The Denver Post. "Blackmer Estate Sold for Homes Project." May 17, 1951.

The Denver Post. "Denver Country Day Buys Part of Blackmer Estate from Kent School for Girls" January 30, 1964, p. 32.

Rocky Mountain News. "Myron Blackmer Resigns From Midwest Refining Company" March 1, 1928, np.

Rocky Mountain News. "Henry Blackmer Dies in Switzerland," May 25, 1962, p. 10.

Rocky Mountain News. "Harry Blackmer Leaves Estate of \$5 Million," June 12 1962, p. 54.

Cervi's Journal. "Dwight D. Eisenhower's Investment in Blackmer Property Pays Off." March 30, 1960, p. 1.

Cervi's Journal. "Kent School for Girls to Buy Estate." December, 12, 1962, p. 1.

Owner's Documents

Deed of Sale - 1964

Property Title - 1964

Property Appraisal - 1964

Blue Prints for Mr. and Mrs. Myron K. Blackmer main house at 4400 Quincy Ave. by Roland L Linder, 1934,

Blue Prints for farm buildings at 4400 E. Quincy Ave. by Roland L Linder, Sept. 1934 and 1936,

Blue Prints for Mr. and Mrs. Keith Anderson for additions to main house by Charles Sink, 1968.

Landscape plan for 4400 E. Quincy by Iris Ashwell of Upton Gardens (undated and not constructed)

Report of the Quincy Farm Visioning Committee Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 13

1928

Quincy Farm Boundary (Survey) Map, Drexel, Barrel & Co., Engineers – Surveyors, August 12, 1988

Interviews

Mrs. Keith Anderson interviewed several times during the summer 2006 at Quincy Farm, 4400 East Quincy Ave. Interviewed by Jeri Neff.

Mrs. Atwill Gilman, interviewed several times during the summer 2006 at Quincy Farm, 4400 East Quincy Ave. Interviewed by Jeri Neff.

Kadlecek Family – Three children of former owner and tenant Joseph Anton and Vilma Kadlecek: (Jack Kadlecek; Ruth Kadlecek Parks and daughter, Janet Parks Taylor; Suzy Ellis who is daughter of deceased sister Maryanne Kadlecek and Joan Kadlecek Lippitt. Interviewed during visit to Quincy Farm on November 11, 2006, Interviewed by Jeri Neff, Barbara Norgren, Mrs. Atwell Gilman and Mrs. Keith Anderson.

Other Sources

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NPS Form 10-900-a
(8-85)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number _____ Page 14

GEOGRAPHICAL DATA

VERBAL BOUNDARY DESCRIPTION

Please see the Quincy Farm Boundary (Survey) Map, by Drexel, Barrel & Co., Engineers – Surveyors, August 12, 1988

BOUNDARY JUSTIFICATION

The boundary of Quincy Farm is the property containing the 17.556 acres currently owned by Catherine H. Anderson. The large garage that was built by Myron K. Blackmer and converted into a rental house by Ed Honnen was sold by Mrs. Anderson to a new owner on August 23, 1965 along with approximately 9.5 acres of land. This property is no longer within the boundaries of Quincy Farm. See Boundary Map.

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

**National Register of Historic Places
Continuation Sheet**

Section number _____ Page 15

PHOTOGRAPH LOG

The following information pertains to all photograph numbers except as noted:

Photographer: Barbara Norgren
Date of Photographs: 6/8/2006
Negatives: Roll 1

Photo No.	Photographic Information	
00A & 0A	#1 Hopkins House	south rear, view north
1A & 2A	same	west side, view southeast
3A & 4A	same	north front, view southeast
5A & 6A	same	north front gable, view southeast
7A	same	front porch steps, view west
8A	same	north front, east side (same view as historic photo, view southwest)
9A	same	front porch & east side porch, view southwest
10A	Entrance road	view south
11A	#1 Hopkins House	east porch and gravel drive, view west
12A	same	south rear porch and gravel drive, view north
13A	Road to pasture	view west
14A	#2 Blackmer-Honnen-Anderson House	northeast corner, east facade, view southwest
15A	same	west rear and south side, view northeast
16A	same	south side on left and garage on right, view north
17A	#3 - #6 Quincy Farm	Barn yard buildings, view east
18A & 19A	#4 Big Barn	north façade, west side, views southeast and south
20A	#3 Farm House	south facade, view north
21A	#6 Horse Stalls	west front, view east
22A	#3 Farm House	north rear, view south
23A	#5 Baby Barn	north rear, west side, view southeast
24A	#4 Big Barn	east side north front, view southwest
25A	#7 Highline Canal	wooden bridge, head gate, dry canal, view south

Report of the Quincy Farm Visioning Committee
Cherry Hills Village

NPS Form 10-900-a
(8-86)

OMB No. 1024-0018
(Expires 1-31-2009)

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number _____ Page 16

C. CHV MAINTENANCE REPORT

All plans made for Property maintenance shall be dictated by the terms of the Conservation Easement and code requirements. It is necessary for CHV staff to have a detailed guide to interpret the terms of the Conservation Easement related to the following components of the Property's maintenance: Buildings and Infrastructure, Irrigation & Pond, Vegetation (trees, shrubs & grasses) & High Line Canal.

1. Buildings and Infrastructure

The Updated Baseline Report reviewed the Property's civil infrastructure, operations and maintenance, including detailed review of the Main Residence and garage, Hopkins House, Farm House, the three (3) barns and outbuildings. Additionally, other infrastructure such as fencing was considered. In identifying the maintenance needs for Quincy Farm, a high level of importance will be placed on the leases with Jeri Neff and Cythina ("Candy") Norton Gray. Both leases will end in the year 2022 and are automatically renewed for successive five (5) year periods.

Short-term maintenance goals will include: Upon CHV obtaining control of the Property it will be imperative to begin the in depth investigation into all structures for

state code compliance, structural integrity and future utility needs.

Additionally, at this time CHV will inherit the responsibility of being the landlord for the leased premises and will begin the maintenance on all structural components within the homes being leased.

One of the most expensive and important matters will be to address all the issues related to the septic system that serves the Main Residence and Hopkins House. Connecting the buildings to the public sewer will be necessary. Issues have been raised as to how this may affect the trees that thrive due to the current influx of ground water that the septic system currently provides.

Mid-term maintenance goals will include: Extensive evaluation of the structures and prioritization of maintenance issues related to these structures that are currently unknown.

Long-term maintenance goals will include: Implementation of Property management goals and strategies as well as continue to identify maintenance for all buildings and infrastructure.

Tie to City Sewer Costs

Item	Quantity	Unity	Cost	Extension
Mobilization	1	LS	10%	\$6,600
Erosion and Sediment Control	1	LS	5%	\$3,300
Tap Fee	2	EA	\$12,025	\$24,050
Pipes (PVC) (Installed)	800	LF	\$30.00	\$24,000
Restoration of Areas	1	LS	\$10,000	\$10,000
Subtotal				\$67,950
Contingency (25%)				\$16,988
Engineering (15%)				\$10,193
Total				\$95,130.00

*Actual Costing will occur when CHV obtains all rights of the Property and can enter all structures to determine structural integrity and future utility needs.

2. Irrigation & Pond

A. Irrigation

Irrigation for the Property is conducted through a series of gravity fed irrigation canals and a pressurized underground irrigation system. Irrigation is Pond fed and powered by the pump house located on the northeast corner of the Pond. Water to this system is provided by both a deep water well and High Line Canal water, when available. A thorough investigation of the

water rights will need to be conducted by a qualified person to determine what rights are available.

It has been identified that repairs are needed for both irrigation systems. Both systems are used to irrigate trees, shrubs and the blue grass area located south of the Main Residence. Repairs to irrigation laterals, irrigation valves and irrigation heads are considered immediate items to address. A more thorough investigation is needed for both systems to determine how stable, reliable and efficient the systems are.

Short-term maintenance goals will include: Complete a thorough investigation on both irrigation systems and prioritize system repairs and maintenance objectives. Begin implementing recommended repairs that are of immediate concern. Continue to evaluate both systems and ensure they are working efficiently.

Mid-term maintenance goals will include: Continue to address items in need of replacement and/or repair, continue to improve the condition of both systems and ensure they are working efficiently. Depending on the intended uses and needs the system may need to be redesigned to accommodate programming needs.

Long-term maintenance goals will include: Continue to maintain both irrigation systems and ensure both are working efficiently. The careful conservation of water resources on the Property will be a high priority in keeping with the terms and spirit of the conservation easement.

B. Pond

The Pond Assessment Report consisted of observing the physical setting and environmental conditions, reviewing the general water quality and aquatic species, and identifying vegetation around the Pond. Currently, the water has a high pH as well as conductivity. The current state is acceptable

for irrigation purposes. Significant populations of blue-green algae that could be toxic to aquatic organisms, humans and livestock were identified. The depth of the Pond is generally less than four feet, but some isolated areas are as deep as six feet.

Undertaking an in depth Pond management plan is recommended for further evaluation to identify and implement methods to improve the Pond's water quality and clarity, maintain the aesthetic qualities of the Pond, minimize Pond and shoreline nuisance vegetation and debris, and to determine potential needed repairs.

Additionally, one of the immediate concerns with the Pond is to determine the existing condition of the dam embankment. In doing so, all aspects of the existing dam embankment and potential mitigation will need to be investigated to ensure that the Pond and embankment are compliant with all state and federal regulations.

Short-term maintenance goals will include: Gain a better understanding of the current dam embankment, identifying ways to improve current water quality and clarity problems, address nuisance vegetation and debris and replace and update current fountain aerators.

Physical Enhancement Cost Estimates

	Approximate Costs
Dredging Assessment and Design	\$6k-\$8k
Site Preparation (mobilization, staging, dewatering)	\$5k-\$7k
Dredging (within pond footprint – dredge half, fill half)	\$25k-\$30k
Dredging (no haul – dredge entire pond, material disposal adjacent to pond)	\$45k-\$55k
Dredging (short haul – dredge entire pond, material disposal within open space)	\$70k-\$80k
Reclamation (does not include landscaping)	\$4k-\$6k
Shoreline Landscaping and Enhancements	\$5k-\$20k

Mid-term maintenance goals will include:
Develop a Pond management plan, further investigate irrigation well that fills the Pond and continue addressing maintenance and safety needs.

Long-term maintenance goals will include:
Implement updated Pond management plan, continue with routine monitoring.

The Property has roughly 715 trees with multiple genera and species. Sixty percent (60%) of the trees were identified as being in good condition with the remaining trees in fair or poor condition. Nearly forty-six percent (46%) of all the trees were identified and recommended for some level of care and/or maintenance.

III. Vegetation

The Tree Report includes a tree inventory, summary report and a 5-year management plan. The evaluation identified each tree by location, and analyzed species, health and caliper of each tree.

CHV staff recognize that the 2012 Davey Tree Report did not fully take into account the unique constraints on the management of vegetation required by the conservation easement. Therefore in moving forward with further investigation it will be imperative that the trees on the Property are identified and a management plan developed that protects the conservation values outlined in the conservation easement and in the historic designation guidelines for Quincy Farm.

Short-term maintenance goals will include: Identify any and all health or safety concerns with vegetation on Property, begin general maintenance on immediate concerns, begin budget preparations for future year's maintenance. CHV should work with the Property owner to start this program immediately to ensure the long-term health of the tree canopy and conservation values of the easement.

Priority #1 Prune and Removals	\$5,000 - \$35,000
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Mid-term maintenance goals will include: Continue addressing maintenance needs for all vegetation on Property, revise current management plan to adhere to conservation easement and historic guidelines.








Priority #1 & #2 Prune and Removals	\$10,000 - \$100,000
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Long-term goals will include: Implementation of Property management plan that addresses maintenance of all vegetation.

Priority #1 & #2 Prune and Removals (ongoing yearly maintenance)	\$5,000 - \$35,000
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*Actual Costs will vary.

D. MATRIX OF EXAMPLES OF SIMILAR PLACES

Facility Place and Location	Mission	Ownership Management	Non-Profit Status	Board of Directors	Facilities Acreage	Annual Revenue	Annual Visitation	Revenue Sources Agency Funding	Admission	Membership	Donations	Volunteers	Rentals	Programs and Events Hours of Operation
<div><div>Four-Mile Historic Park Denver, Colorado fourmilepark.org</div><div></div></div>	<p>The mission of Four Mile Historic Park is to educate, preserve, and interpret the western rural heritage of Colorado to a diverse public.</p> <p>NRHP #69000042</p>	<p>City & County of Denver - Four Mile Historic Park Board</p>	<p>X</p>	<p>X</p>	<p>museum, open space 10.9 acres</p>	<p>\$422,737 (2011)</p>		<p>Local government, Foundations, Admission, Membership, Events</p>	<p>\$5/adult \$4/senior \$3/youth free/members</p>	<p>\$35 to \$1000 levels</p>	<p>through coloradogives.org - program of Community First Foundation</p>	<p>X</p>	<p>-outside spaces for weddings, corporate events, gatherings, large picnics -conference Room for 15 and Meeting Room (capacity varies) -indoor space (26' x 85') with banquet facilities for up to 175 (plus 50 - tent on patio) rates \$750/day to \$3500/day for full park</p>	<p>school and youth field trips, camp seasonal festivals children's birthdays senior programs scout & den experiences</p> <p>Wed-Sun: 12pm to 4pm Sat-Sun: 10am to 4pm (April-Sept)</p>
<div><div>17-Mile House Farm Park Centennial, Colorado co.arapahoe.co.us</div><div></div></div>	<p>The Farm Park shall impart a sense of authenticity, preserving what is special and unique in Arapahoe County and the region, including the local craft, architecture, landscape, history, and culture.</p> <p>NRHP #83003501</p>	<p>Arapahoe County Recreation District</p>	<p>X</p>		<p>public open space, historic buildings 34 acres</p>			<p>Local, state government</p>	<p>free</p>					<p>self-guided tours</p> <p>Daily: dawn to dusk</p>
<div><div>Sunflower Farm Longmont, Colorado sunflowerfarminfo.com</div><div></div></div>	<p>What started out as an experiment—customizing a working farm around the interests of children and families has settled into a place to explore, dream, grow, learn, and connect with others</p>	<p>Private</p>			<p>working farm, animals, zip line, tree house 55 acres</p>			<p>Admission, Camps \$235 Programs \$52</p>	<p>\$7-10/person</p>			<p>X</p>	<p>-reserved picnic area rates \$70/two hours to \$150/two hours</p>	<p>school and youth field trips camps children's birthdays enrichment program</p> <p>Mon-Fri: 9am to 1pm (May) Friday: 5pm to 8pm (June-Aug) Mon-Fri: 9am to 1pm (Sept-Oct) Sunday: 9am to 3pm (Sept-Oct)</p>
<div><div>DeLaney Farm Aurora, Colorado auroragov.org dug.org</div><div></div></div>	<p>To protect and preserve Aurora's heritage through education, advocacy and training as mandated by Aurora's Historic Preservation Ordinance.</p> <p>DeLaney Community Farm provides healthy, locally produced food for people of all economic levels, including helping challenged populations improve their nutrition and their access to healthy food.</p> <p>NRHP #89000010 (Barn) NRHP #86000022 (Gully Homestead)</p>	<p>City of Aurora Parks, Recreation and Open Space - Aurora History Museum Denver Urban Gardens</p>	<p>X</p>		<p>public open space, historic site, community garden, access to High Line Canal 110 acres 3.5 acres (farm)</p>			<p>Local government, CO lottery, Fundraising, Tours \$20-\$30</p>	<p>free</p>		<p>through coloradogives.org - program of Community First Foundation</p>	<p>X</p>		<p>guided group tours school field trips educational workshops CSA (community supported agriculture)</p> <p>Daily: 5am to 11pm</p>
<div><div>Drumlin Farm Wildlife Sanctuary Lincoln, Massachusetts massaudubon.org</div><div></div></div>	<p>Drumlin Farm strives to promote awareness of the interdependence among people, land, and wildlife through environmental education, stewardship of regionally significant habitat, and sustainable agricultural practices.</p>	<p>National Audubon Society Massachusetts Audubon</p>			<p>nature center, gift shop, working farm, open space 232 acres</p>			<p>Admission, Tuition, Programs, Donations, Fundraising</p>	<p>\$8/adult \$6/senior \$6/youth free/members</p>	<p>\$32 to \$500 levels</p>		<p>X</p>	<p>-indoor space for lectures or meetings (80 max. capacity) for Audubon members only rates \$350/4 hours, \$75/additional hour</p>	<p>preschool summer day camp youth and adult educational programs seasonal festivals CSA (community supported agriculture)</p> <p>Tues-Sun: 9am to 5pm (Mar-Oct) Tues-Sun: 9am to 4pm (Nov-Feb)</p>
<div><div>Agricultural Heritage Center Longmont, Colorado bouldercounty.org</div><div></div></div>	<p>To conserve natural, cultural and agricultural resources and provide public uses that reflect sound resource management and community values.</p>	<p>Boulder County Parks & Open Space</p>	<p>X</p>		<p>museum, public open space, historic farmhouse, barns, blacksmith shop 250 acres</p>			<p>Local government</p>	<p>free</p>		<p>limited item donation</p>	<p>X</p>		<p>guided tour of grounds, buildings self-guided tours interactive exhibits agricultural education</p> <p>Fri-Sun: 10am to 5pm (April-Oct) 1st Sat: 10am to 5pm (Nov-March)</p>
<div><div>Denver Botanic Gardens at Chatfield, Littleton botanicgardens.org</div><div></div></div>	<p>Denver Botanic Gardens at Chatfield is a working farm located along the banks of Deer Creek in southern Jefferson County. The mission of Denver Botanic Gardens is to connect people with plants, especially plants from the Rocky Mountain region and similar regions around the world, providing delight and enlightenment to everyone.</p>	<p>City & County of Denver - Denver Botanic Gardens</p>	<p>X</p>	<p>X</p>	<p>visitor center, play area open space, historic barn, silo and schoolhouse 250 acres</p>	<p>\$1,322,667 (2012)</p>		<p>Local government, Admission, Membership, Events, Rentals, Endowment</p>	<p>\$5/vehicle free/members</p>	<p>\$55 to \$5000 levels</p>	<p>donations accepted through development office at DBG</p>	<p>X</p>	<p>-indoor and outdoor space for weddings,gatherings, meetings and events indoor facilities for 40 to 140 seated outdoor facilities for 75 to 500 seated rates \$75/hour to \$550/event</p>	<p>tours of grounds, buildings seasonal festivals school field trips agricultural education outdoor concerts Veteran Reintegration Program CSA (community supported agriculture)</p> <p>Daily: 9am to 5pm</p>

E. FUNDING AND REVENUE

Quincy Farm Visioning Committee
October 15, 2013
Betsy Cheroutes

Land Use

- Nature Preserve
- Historic Preservation and Interpretation
- Gardens
- Private & Public Meetings
- Gatherings and Celebrations
- Classes and Education
- Photography & Other Artistic Endeavors
- Agricultural Purposes

Key Words

- Planning
- Natural Resources
- Conservation
- Scenic Treasures
- Public Open Space
- Historic Preservation
- Wetland Conservation
- Wildlife Habitat Preservation
- Vegetation Support
- Parks, Trails, Recreation
- Water Resources
- Nature Preserve
- Urban Agriculture
- Educational Programming

Existing funding for acquisition and maintenance of open space and parks in the Village

- Arapahoe County Open Space Fund (share back of tax revenues)
- Conservation Trust Fund (from Colorado Lottery)
- Catherine H. Anderson Land Donation Fund (grow into an endowment?)

Potential Revenue Streams

- Public Funds
State and Federal Grants

GOCO

State Historical Fund

Colorado Division of Wildlife

Environmental Protection Agency

Environmental Defense Fund

National Fish and Wildlife Foundation

Department of the Interior

National Trust for Historic Preservation

Local Funds

Arapahoe County Tax Funds

Recreational Reimbursement Funds

- Usage Fees

Proceeds from City Sponsored Special Events

Memberships (Urban Gardens, Art Programs)

Event Rentals (Corporations, Private Functions)

- Programs

Day Camps

Classroom

Guided Nature Walks

Arts and Culture

- Local and National Foundations (key words above)

Must match foundation's granting priorities and guidelines, have a plan
and a budget before applying

Resources

Foundation Directory Online

Subscription: \$195-\$1300/yr

Colorado Grants Guide

Subscription: \$199/yr

The Trust for Public Land

The Wilderness Society

Examples of Local Foundations

Community Foundations: The Denver Foundation, Rose

Community Foundation (may have donor-designated funds or
supporting organizations as prospects)

Family Foundations: Gates Family Foundation, Schlessman Family
Foundation

Other: Colorado Garden Foundation (formerly Colorado Garden
Show, Inc.), Community First Foundation/Colorado Gives Day

Examples of National Foundations who have given in Colorado

Rockefeller Family Foundation, Inc. (NY)

The William and Flora Hewlett Foundation (CA)

Laura Jane Musser Fund (MN)

Overbrook Foundation (NY)

- Corporations

Can approach marketing dept. (cause-related marketing) or corporate foundation--sometimes both

Kinds on interest

Program support

Event Rentals

Sponsorships

Gifts-in-kind

Naming Opportunities (trails, pond, programs)

- Individuals

Annual gifts

Support of special events

Naming Opportunities

Multi-year pledges

Planned Gifts (Leave a Legacy)

Ultimate goal-endowment?

- Organizations, Schools, Churches, Associations

Opportunities

Already have a fund to accept donations (Gifts of \$250 or more require documentation to donor)

Known and loved area

Ready prospect base of past donors and citizens

Many of whom may be able to encourage their companies to support

Or have their own family foundation or donor-designed fund at a community foundation

Challenges

Known and loved area (why now?)

Operating funds difficult to secure

Seen as a governmental agency supported by tax dollars

Tough sell to individual donors beyond your boundaries



JVA Funding Research and Partner Scan Summary Report

| MUNDUS BISHOP DESIGN |

Mundus Bishop Summary Report for Quincy Farm

Prepared by: Camron Bridgford

October 2013

Introduction

In 2013, Mundus Bishop Design engaged JVA Consulting, LLC (JVA) to perform a foundation funding research and partner scan to identify monetary and programmatic support for Quincy Farm, which will eventually be under the possession of the City of Cherry Hills Village after the passing of its current owner. A 17-acre farm listed on the National Register of Historic Places, Quincy Farm has great potential to be used for a variety of programmatic ventures related to historic preservation, environmental education, nature conservancy, youth programming and more. As the vision for Quincy Farm's future use and programs remains in an infantile stage, JVA's funding research and partner scan is intended to help the Quincy Farm Visioning Committee consolidate information about future programmatic and fundraising avenues that can be used when making strategic decisions regarding the future of Quincy Farm. JVA's funding research identifies foundation funders that acknowledge areas of interest in line with the keywords and potential programs that Quincy Farm's committee has identified. Similarly, JVA's partner scan identifies nonprofits, businesses and education organizations that also fit into one or more of the strategic future uses Quincy Farm is considering. The following parts of this document summarize the funding research and partner scan spreadsheets, as well as JVA's recommendations for moving forward.

Strategic Recommendations

It has been JVA's privilege to work with Mundus Bishop Design on behalf of Quincy Farm. JVA is thrilled to provide funding and partner information that will help Quincy Farm decide upon the strategic direction it will take once in the ownership of the City of Cherry Hills Village. Since the Quincy Farm Visioning Committee remains in a phase of programmatic and funding exploration, JVA offers several strategic recommendations to consider when making decisions that can impact the level of sustainability, availability of funding sources and success of programming for Quincy Farm.

Consider applying for 501(c)(3) nonprofit status.

Obtaining 501(c)(3) nonprofit status appears to be a crucial factor for Quincy Farm being able to pursue many foundation funding opportunities. While some foundations that JVA identified in its funding research will support government/civic organizations, the majority require a 501(c)(3) status for application. By turning Quincy Farm into a 501(c)(3) nonprofit, the Farm has a greatly increased opportunity for foundation funding than without this status. Further, a 501(c)(3) status can also provide additional benefits to Quincy Farm, such as becoming federally and state tax-exempt.

While Quincy Farm's primary audience and/or visitors will be the residents of Cherry Hills Village, consider focusing on youth, seniors and/or the disabled as secondary audiences.

Based on JVA's funding research and partner scan, it was found that while many foundations fit into Quincy Farm's potential programming areas, many require these programming efforts to focus on (or, at the least, include) serving youth, seniors and/or the disabled. Examples of engaging these populations could include hosting after-school programming or youth camps; community service activities; art classes for seniors; or environmental education for any of these identified populations. Attempting to develop programming that accommodates these individuals will provide Quincy Farm with more robust foundation funding options.

When determining programming, focusing on aspects of environmental education, conservation, community enrichment, youth programming, sustainability and historic preservation, and wildlife protection will yield more foundation funding opportunities than other potential program focuses.

Through researching potential foundation funding sources and partners, JVA found clear connections between Quincy Farm's identified keywords of interest and available funding for the types of programming listed above. Quincy Farm will have ample founding foundation avenues to pursue by choosing programming that: embraces the historical aspects of Quincy Farm; improves the community through preservation of the farm, environment and wildlife; focuses on education about the environment; pursues cultural activities in a natural setting; and enriches quality of life through sustainability and conservation.

Consider the term "partners" to be a broad definition that can include various types of support for Quincy Farm, including monetary, programmatic, in-kind and volunteer support.

Various types of partners were identified in JVA's partner scan that can provide Quincy Farm with unique approaches to support. While, for instance, particular businesses and foundations can be identified as financial partners, JVA also pinpointed parks and recreation associations, civic entities, K-12 and higher education institutions, and others that could provide Quincy Farm with valuable program, in-kind and volunteer support. While these options may not always include the availability of monetary funds, alternative types of support can prove to be just as valuable. For instance, K-12 schools and higher education institutions were identified that could provide Quincy Farm with community service support and environmental expertise. Local farms, park alliances and nonprofit organizations were also researched that could provide program collaboration opportunities and in-kind donations.

In addition to current financial resources and potential foundation funding, Quincy Farm should consider other revenue streams that will assist the Farm in future sustainability and growth.

In addition to foundation, city/state and trust fund funding, Quincy Farm should consider earned income strategies in its vision planning process that will help promote a sustainable business plan. For instance, numerous farms and parks similar to Quincy Farm pursue revenue streams through membership structures, admission fees, space rentals, afterschool camps, etc. Keeping these additional options in mind will be important to developing a comprehensive fund development plan for Quincy Farm.

Next Steps

- Let us know the results of your Oct. 28 meeting so we can narrow our current recommendations for you after the Visioning Committee has made more strategic decisions. We are excited for the potential of Quincy Farm's future and look forward to hearing the results of your deliberations!
- As mentioned, JVA would love to be involved in helping Quincy Farm develop a formal strategy development and financing plan. Let us know if we can assist you in this process.
- Contact JVA if you are interested in additional services, including evaluation and research, grant writing or training services. To find out more about our training opportunities, click here: <http://jvaconsulting.com/upcoming-trainings/#.UVR3RxmG4vw>
- **We really appreciate the opportunity to partner with you to support your amazing work!**

Funding Research
Prepared by JVA Consulting, LLC

Agency or foundation name	Research Categories							Foundation Background and Examples of Funding	Rationale for Potential Funding Fit	Eligibility	Website/Other contact	Notes
	Environmental and Conservation Efforts	Historic Preservation Efforts	Youth Programming	Environmental Education	Equestrian	Parks and Recreation	GIVES CAPITAL GRANTS					
Anschutz Foundation			X					<p>Giving nationwide with emphasis on social and cultural organizations which work in areas larger than local communities; support for media projects, projects that support the underprivileged, public policy and traditional family values.</p> <p>The Anschutz Foundation has funded the Denver Botanic Gardens numerous times. The foundation has no website; State Historic Society of Colorado for \$2,500 in 2006 and for \$5,000,000 in 2009; Salida Parks and Open Space in 2005 for \$5,000; Denver Parks and Recreation Foundation in 2007 for \$10,000 for recreation and playground; Rocky Mountain Nature Association in 2011 for \$25,000 for environment/public education.</p>	Anschutz Foundation may be a good funding fit for programming that is community-based, focuses on arts and culture, and serves underprivileged individuals.	Contact the foundation for eligibility.	The Anschutz Foundation 1727 Tremont Place Denver, CO 80202-4006 303.308.8220 Contact: Ted Harms, Executive Director	
Anschutz Family Foundation		X			X			<p>The Anschutz Family Foundation supports Colorado non-profit organizations that assist people to help themselves while nurturing and preserving their self-respect. The Foundation encourages endeavors that strengthen families and communities as well as advance individuals to become productive and responsible citizens. There is a special interest in self-sufficiency and community development and programs aimed at the economically disadvantaged, the young, the elderly and the disabled. The Foundation is also dedicated to funding efforts in rural Colorado.</p> <p>Examples of funding include: \$5,000 in 2004, 2006 and 2010 to Alternatives for Youth; \$5,000 in 2004 to Assets for Colorado Youth; \$7,500 in 2008 to Bennie E. Goodwin Afterschool Program; \$7,500 in 2008 to CityWILD, and many more.</p>	The Anschutz Family Foundation may be a good funding fit for programming that focuses on strengthening the Quincy Farm and Cherry Hills Village community and/or families. The Anschutz Family Foundation also prefers to fund programming that involves youth, the elderly and the disabled.	501(c)(3)	http://www.anschutzfamilyfoundation.org	
Boettcher Foundation		X				X	X	<p>The foundation's capital grants support Colorado Community Enrichment (Arts & Culture, Community and Multi-Use Facilities and Youth Development). Capital grants for Social Services grants support Basic Needs, Self-Sufficiency and Protective Services. Capital grants for Education grants support Early Childhood and Higher Education/Post-Secondary. Boettcher Foundation capital grants are funds provided toward the purchase, construction or major renovation of a building to be owned and used by a Colorado nonprofit organization.</p> <p>Examples of funding include: \$125,000 in 2010 to Civic Center Conservancy for operating support/community development/civic center/recreation/parks; Salida Arts District; La Puente in Alamosa (homeless shelter, food bank, thrift shop, shelter for victims of domestic violence; Denver Zoo; Third Street Center in Carbondale (provides nonprofit tenants with a number of direct benefits including increase visibility, stability, affordability, enhanced networking and collaboration).</p>	The Boettcher Foundation may be a potential good fit in supporting renovation or capital construction to Quincy Farm if the Farm focuses on programming in one or more of the following areas: arts and culture, community growth and development, and/or youth development.	To be eligible for a Boettcher Foundation capital grant, an organization must be a Colorado-registered nonprofit organization serving Colorado residents.	http://www.boettcherfoundation.org	
Colorado Walks						X		Funding for local sidewalk system improvements. Must provide letter from governing body recommending project. Must have proof of property ownership, for up to the next 25 years.	Quincy Farm may be a good fit for financial support from Colorado Walks to repair and/or build sidewalks for visitor use.	Nonprofits and local governments, and school systems. Must demonstrate ability to maintain infrastructure following construction/completion.	http://www.coloradowalks.org/ccf.php	

Agency or foundation name	Environmental and Conservation efforts	Historic Preservation Efforts	Youth Programming	Environmental Education	Equestrian	Parks and Recreation	GIVES CAPITAL GRANTS	Foundation Background and Examples of Funding	Rationale for Potential Funding Fit	Eligibility	Website/Other contact	Notes
Daniels Fund			X					<p>The Daniels Fund gives primarily for child care education reform and early childhood education, higher education, youth development, the elderly, homelessness and self-sufficiency, alcoholism, and substance abuse, amateur athletics, and for people with physical disabilities. Youth Development: The goal of the program is to ensure the opportunity for youth to develop character and gain the necessary life skills to become successful adults. Focus is on the following areas: 1) Academic and Supplemental Services: tutoring, mentoring, and after-school programs; 2) Civic Literacy & Community Engagement: civics education, community service, leadership development, after-school programs and service learning; 3) Financial Literacy and Entrepreneurship: financial education, free enterprise/economics training, and after-school programs; and 4) Vocational Training: career development, mentoring, employment programs, and after-school programs.</p> <p>Examples of funding include: Breckinridge Outdoor Education Center in 2006; Alternatives for Youth in 2011 for \$20,000 for youth development services for economically disadvantaged youth; Boy Scouts of Americal for many years in amounts ranging from \$5,000 to \$280,000; Four Corners School of Outdoor Education for several years for \$40,000 for environmental education and youth development.</p>	Quincy Farm, which is considering hosting after-school and youth-related programming, may fit well with the Daniels Fund, which focuses on funding youth initiatives, after-school programs and community engagement/services.	Applicants must be recognized by the Internal Revenue Service as a 501(c)(3) organization or be operating under the umbrella of another 501(c)(3) organization or be a tax-supported institution such as a school or government agency.	http://www.danielsfund.org	
Denver Foundation	X	X	X	X	X	X	X	<p>The Denver Foundation supports innovative, promising, and proven projects that reduce racial, ethnic, and economic disparities in Basic Human Needs, Economic Opportunity, and Education. Quincy Farm would likely fit best under the Education interest area that seeks to help students in their community achieve more in school through after-school programs, the arts, parenting and early childhood support, drop-out prevention and intervention, community organizing, or other activities.</p> <p>Examples of past funding include: \$170,000 in 2012 to Denver Parks and Recreation Foundation Park People for support of refurbishing the 15-year-old running trail at Washington Park (donor-advised); \$1,000 in 2012 to Four Mile Historic Park for general operating support; \$2,500 in 2012 to Mesa Verde Foundation for general operating for historic preservation/historical societies/Native Americans/Recreation (donor-advised); \$50,000 in 2012 to City of Denver Parks and Rec for support of summer extension of pools and summer camps</p>	The Denver Foundation's focus on innovation, education, after-school programs, arts and community organizing may fit well with Quincy Farm's potential focus on hosting community activities, arts-related programming, and youth initiatives. Quincy Farm would likely fit best under the Education interest area that seeks to help students in their community achieve more in school through after-school programs, the arts, parenting and early childhood support, drop-out prevention and intervention, community organizing, or other activities.	501 c 3 or government agency.	http://www.denverfoundation.org	
Department of Local Affairs (DOLA) Office of Smart Growth		X						Funding is available for acquisition, maintenance, construction, improvements. Award range varies (dependent on State Demographer's population estimates).	DOLA may be a potential funding fit to provide Quincy Farm with financial support for outdoor recreation master plan, construction of parks, trails, and/or riverwalk, open space, or recreation facilities.	Towns, cities, counties and special districts.	http://www.colorado.gov/cs/Satellite/DOLA-Main/CBON/1251590375285	
Eastman Kodak, The Conservation Fund, and the National Geographic Society						X		Facilitates the development of new greenway and trail projects. Grants typically range from \$500 to \$1,000, with a maximum of \$2,500.	The Conservation Fund may be a good fit to provide Quincy Farm with financial support for consulting fees, marketing materials, interpretive signage, trail planning and construction, surveying, hiring consultants, and creative projects.	Nonprofits. Public agencies may also apply but community organizations receive preference.	http://www.conservationfund.org/node/245	
El Pomar Foundation	X	X	X		X	X		The foundation grants only to nonprofit organizations for public, educational, arts and humanities, health, and welfare purposes, including child welfare, the disadvantaged, and housing; municipalities may request funds for specific projects. Examples of funding include: \$5,000 in 2011 to Rocky Mountain Nature Association for general operating support/environment/public education/recreation/parks; \$5,000 in 2011 to Phillips County (Holyoke) for renovation of Homesteaders Park playground	Quincy Farm's potential focus on arts-related programming and environmental education/community gardening may fit well with El Pomar Foundation's funding interests in the arts and humanities, health, education and serving the disadvantaged.	501(c)(3) or tax-exempt organizations.	http://www.elpomar.org	

Agency or foundation name	Environmental and Conservation efforts	Historic Preservation Efforts	Youth Programming	Environmental Education	Equestrian	Parks and Recreation	GIVES CAPITAL GRANTS	Foundation Background and Examples of Funding	Rationale for Potential Funding Fit	Eligibility	Website/Other contact	Notes
Fishback Foundation Trust, Harmes C.		X		X				<p>The foundation gives primarily for education, health and human services and the arts.</p> <p>The foundation has funded the Denver Botanic Gardens and the Four-Mile House, both which are organizations similar to Quincy Farm's potential vision and programming arenas.</p>	Quincy Farm will potentially be focusing programming on environmental education and art-related programming, which may be a good fit for this foundation's interest in education and the arts.	501(c)(3)	Harmes C. Fishback Foundation 8 Village Road Englewood, CO 80113 Contact: Katharine H. Stapleton, Tr. Email: kties@aol.com	
Gates Family Foundation	X				X	X	X	<p>The mission of the Gates Family Foundation is to invest in projects and organizations that have meaningful impact in Colorado primarily through capital grants and Foundation initiatives that enhance the quality of life for those living in, working in and visiting the state. The foundation seeks to promote excellence, innovation and self- sufficiency in education, healthy lifestyles, community enrichment, connection to nature and stewardship of the state's natural inheritance. Gates historically funds a wide range of capital projects including parks, consrvation and recreation.</p> <p>Examples of funding include: \$39,000 in 2011 to Mountain Park Environmental Association in Beulah for building renovation/environmental education/recreation; parks/playgrounds; Denver Parks and Recreation Foundation for building/renovation/recreation/parks; \$100,000 in 2010 to Larimer County Parks and Open Lands for building/renovation building/government/recreation/parks.</p>	The Gates Family Foundationmay be a strong fit with Quincy Farm's focus on enriching visitors' quality of life through programming, environmental education, youth programming and historic preservation. The Gates Family Foundation focuses on many of these aspects, including improving quality of life, education, community enrichment, connection to nature and stewardship of natural inheritance.	Applicants must be classified by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code (the "Code"), classified as public charities under section 509(a)(1) or 509(a)(2) of the Code, and be able to provide tax-exempt documentation issued within the last five years. In limited circumstances, the Foundation also considers grant requests from governmental entities.	http://www.gatesfamilyfoundation.org	
Great Outdoors Colorado (GOCO)	X					X		GOCO assists with acquiring prime agricultural lands, important wildlife habitats buffers surrounding parks, natural ares and corridors between communities.	Great Outdoors Colorado may be a potential funding fit for Quincy Farm because of its emphasis on funding projects related to wildlife, natural areas, parks and communities.	Local governments, land trusts, nonprofits	http://www.goco.org	
Marsico Family Foundation, Cydney and Tom			X			X		<p>This foundation is located in Arapahoe County and has interest areas in higher education; human services; children's museums; and recreation/ parks/ playgrounds. Contributes only to pre-select organizations.</p> <p>Examples of funding include: Advocates for Children in 2006, 2007, 2008 and 2010 for \$10,000 to \$25,000; the Challenge Foundation in 2007 for \$10,000; Denver Museum of Nature and Science for several years from \$2,500 to \$300,000; Girls Inc. of Metro Denver for many years from \$\$42,000 to \$250,000.</p>	This foundation is located in Arapahoe County, the same county as Quincy Farm, which may provide the Farm with a heightened opportunity for funding. The Foundation's emphasis on higher education could also potentially serve as a funding source for involving potential environmental/horticulture partners from CSU and other Colorado colleges.	The foundation has no website and contributes to pre-select organizations.	5251 DTC Parkway Greenwood Village, CO 80111 303.779.1279	
National Fish and Wildlife Foundation (NFWF) and Wells Fargo Environmental Solutions for Communities Program	X							Wells Fargo and the National Fish & Wildlife Foundation seek to promote sustainable communities through Wells Fargo Environmental Solutions for Communities by supporting highly-visible projects that link economic development and community well-being to the stewardship and health of the environment. Collectively, investments under this initiative will promote a sustainable future for communities by: Supporting sustainable agricultural practices and private lands stewardship; Supporting sustainable agricultural practices and private lands stewardship; Conserving critical land and water resources and improving local water quality; Restoring and managing natural habitat, species and ecosystems that are important to community livelihoods; Facilitating investments in green infrastructure, renewable energy and energy efficiency; and Encouraging broad-based citizen and targeted youth participation in project implementation. The last deadline was December 2012.	NFWK and Wells Fargo Environmental Solutions for Communities Program funds many of the potential programming aspects that Quincy Farm is considering focusing on: sustainability, stewardship of environment, agriculture, private land stewardship, green infrastructure, natural habitat, conservation of land and water resources.	Eligible applicants include: non-profit 501(c) organizations; state, tribal, and local governments; and educational institutions working in states where Wells Fargo operates. Individuals, federal agencies, and private for-profit firms are not eligible for grants through the Wells Fargo Environmental Solutions for Communities Grants Program.	http://www.nfwf.org	

Agency or foundation name	Environmental and Conservation efforts	Historic Preservation Efforts	Youth Programming	Environmental Education	Equestrian	Parks and Recreation	GIVES CAPITAL GRANTS	Foundation Background and Examples of Funding	Rationale for Potential Funding Fit	Eligibility	Website/Other contact	Notes
Outdoor Nation and Merrell	X			X				<p>Outdoor Nation and Merrell have announced the launch of the second cycle of the 2013 Pack Project Grants Program – working to increase participation in active outdoor recreation while also creating meaningful connections to the natural world. In 2013, Merrell will award \$25,000 to a minimum of 10 projects through their ambassador program. Grants will be awarded to the most innovative, impactful and sustainable projects focusing on increasing outdoor recreation in communities across the country while also creating significant relationships with the environment. Applications are being accepted from individuals between the ages of 18 and 28 and 501c3 non-profits. Individuals must have a 501c3 non-profit partner to act as the fiscal agent for the grant. At the time of this research, grants were open for applications with a deadline of October 15, 2013. Funds must be used for on-the-ground program needs rather than operating or salary costs.</p> <p>Examples of previously funded projects are individuals through various nonprofits for Conservation Biology project at Colorado State University; a service learning project in Silverton colorado including trail development and wetland restoration' Project Get Outdoors in MN for field trips for childrent from disadvantaged backgrounds to connect children to the natural world.</p>	Outdoor Nation and Merrell's funding interest fit closely with Quincy Farm's potential programming options, including outdoor recreation activities, developing a meaningful connection to the natural world, working toward innovation/impact/sustainability, and relationship-building with environment.	Individuals and 501c3 organizations	http://www.cybergrants.com/pls/cybergrants/quiz.display_question?x_gm_id=4494&x_quiz_id=4958&x_order_by=1	
Patagonia	X							<p>Patagonia funds only environmental work. Patagonia gives at the grassroots level to innovative groups mobilizing their communities to take action to protect habitat, oceans and waterways, wilderness and biodiversity. Patagonia accepts one proposal per group per fiscal year (May 1–April 30).</p> <p>Examples of funding include: Rocky Mountain Wild for \$3,000 in 2010 for endangered plant conservation; friends of Sausa Creek in CA in 2010 for \$3,000 for environment and water resources conservation; Clark Fork Coalition in MT in 2010 for \$2,500 for environment and water resources conservation.</p>	Patagonia focuses on funding programs that serve the environment and protect habitat, waterways and wilderness. Since Quincy Farm is interested in preserving the natural habitats and environment of its location, Patagonia may be a good funding fit.	Only organizations with a 501 c 3 status or a comparable fiscal sponsor. Patagonia does not fund general environmental education efforts, land acquisition, land trusts or conservation easements. Patagonia does not fund conferences, endowment funds, political campaigns or green building projects.	http://www.patagonia.com/us/patagonia.go?assetid=2942	
Peter Grant Preservation Fund		X						Grants from this fund will help preserve and enhance historic places in Colorado for future generations. Eligible Use of funds: Restoration, rehabilitation, stabilization, and preservation of designated historic sites and structures, including bricks-and-mortar construction and work to preserve archaeological sites Funding ranges from \$1,000-\$10,000	Peter Grant Preservation Fund may be a good funding fit for Quincy Farm, as they focus on funding projects to preserve and enhance historic places.	501(c)(3)	http://www.preservationnation.org/resources/find-funding/documents/grant-fund-guidelines-eligibility-1.html	
Quick Foundation, The Edmund T. and Eleanor		X					X	<p>The Edmund T. and Eleanor Quick Foundation is a small private foundation, created by Mary Eleanor Quick in honor of her husband, Edmund T. Quick. Both of them were down-to-earth folks, who earned their living farming and ranching dry arid property east of the Denver metro area. As a small private foundation, the Quick Foundation generally prefers to make grants to smaller organizations where such grant making activity will have an impact.</p> <p>Examples of funding have included historic preservation, education, elder care and services, religious organizations, music education, public recreation facilities, and animal care - all important themes in its existence; Audubon Society of Greater Denver for \$5,000 in 2005; Hotchkiss-Crawford Historical Society in 2005 for \$8,3000; Medicine Horse Program for \$5,000 in 2005 for equestrian therapy program.</p>	If Quincy Farm focuses on increasing historic preservation efforts of the Farm, the Quick Foundation may be a good source of funding. Good programming fits include programs that serve seniors, provide the public with recreation facilities and offer educational activities.	The foundation gives only to 501c3 charities, and will not make grants to conduit organizations or to individuals.	http://www.quickfoundation.org/home.htm	
Scientific & Cultural Facilities District (SCFD)	X	X						Since 1989, Scientific and Cultural Facilities District (SCFD) has distributed funds from a 1/10 of 1% sales and use tax to cultural facilities throughout the seven-county Denver, Colorado metropolitan area. The funds support cultural facilities whose primary purpose is to enlighten and entertain the public through the production, presentation, exhibition, advancement and preservation of art, music, theatre, dance, zoology, botany, natural history and cultural history.	SCFD is a reliable source of funding for general operating support for the arts and culture, zoology, botany, and cultural and natural history. Quincy Farm's potential programming focus on the arts, natural history and botany may be a good fit for SCFD general operating funding.	501(c)(3)	http://scfd.org/	
State Historical Fund		X						General grants in two categories: acquisition/development, and survey/planning. General grants have two funding ranges: mini grants are \$35,000 or less, while others can be up to \$200,000 (occasionally more). As of June 12, the mini grants had been awarded, and 17 of the 35 applicants received grants. These grants require a 25% cash match (must be cash, not in-kind).	Quincy Farm may find a funding fit with the State Historical Fund for surveying and planning any restoration and/or improvements to Quincy Farm prior to it becoming a public property.	501(c)(3)	www.historycolorado.org/oahp/state-historical-fund	

Agency or foundation name	Environmental and Conservation efforts	Historic Preservation Efforts	Youth Programming	Environmental Education	Equestrian	Parks and Recreation	GIVES CAPITAL GRANTS	Foundation Background and Examples of Funding	Rationale for Potential Funding Fit	Eligibility	Website/Other contact	Notes
Trust for Public Land	X							The Trust for Public Land is a national nonprofit that conserves land for people to enjoy as parks, gardens, historic sites, rural lands, and other natural places. We work from the inner city to the wilderness, ensuring livable communities for generations to come. The Trust for Public Land is the go-to organization for communities wanting to protect special places and create close-to home-parks in and near cities. Their goal is to put a park or playground within walking distance of every American. The Trust for Public Land offers a range of conservation services to complete complex projects that otherwise would not get done. The Trust for Public Land been described as the conservation organization for the 21st century, helping communities plan for growth, raise funds, acquire land, and revitalize parks and playgrounds. They also conduct conservation research, which is shared through their Center for City Park Excellence (http://www.tpl.org/research/parks/ccpe.html) and various databases.	The Trust for Public land focuses on land conservation and protecting community space, which are both keep staples of maintaining Quincy Farm for years to come.	501(c)(3)	http://www.tpl.org/	
Tiffany & Company Foundation						X		<p>The foundation supports programs designed to protect the beauty of nature and the creativity of human nature. Special emphasis is directed toward programs designed to preserve the arts and promote environmental conservation. Urban Parks is an interest area. The foundation supports programs designed to meet the needs of local communities through strategic design improvements of urban parks and gardens. Special emphasis is directed toward rehabilitation, protection, and creation of public urban green spaces and the enhancement of the visitor experience."The goal of the foundation is to enhance the urban environment in major cities around the world.</p> <p>Examples of funding include: \$500,000 in 2006 to National Parks Conservation in Washington DC; \$5,000,000 in 2011 to Friends of the High Line in New York; and \$1,000,000 in 2012 to City Parks Foundation in New York.</p>	The Tiffany & Company Foundation funds many of the programs and projects that Quincy Farm is considering incorporating into its programming efforts, including protecting nature, creativity of human nature, preserving the arts, environmental conservation, urban parks, strategic design improvements, local communities and enhancing visitor experiences.	The foundation funds only U.S. based 501c3 organizations engaged in work	http://www.tiffanyandcofoundation.org/guidelines/	
U.S. Department of the Interior, North American Wetlands Conservation Fund (NAWCA) Small Grants, Fish and Wildlife Service	X							The Small Grants Program is a competitive, matching grants program that supports public-private partnerships carrying out projects in the United States that further the goals of the North American Wetlands Conservation Act (NAWCA). These projects must involve long-term protection, restoration, and/or enhancement of wetlands and associated uplands habitats for the benefit of all wetlands-associated migratory birds. This grant was open at the time of this research with a deadline of October 31, 2013.	NAWCA works to protect birds, which fits with Quincy Farm's interest in preserving the wildlife on the property, including particular species of birds.	Unrestricted	http://www.grants.gov/web/grants/search-grants.html	
Xcel Energy Corporation	X			X		X		<p>Under the Environmental Education focus area: Programs or projects that provide K-12 students with hands-on environmental education experiences and curriculum that foster an ethic of stewardship and conservations as well as support academic content standards; programs or projects that provide training, resources and support to enhance the quality and effectiveness of K-12 environmental educators. Under the Environmental Stewardship focus area: Habitat and Park Projects: Partnership efforts between nonprofit entities and Xcel Energy that preserve, restore, conserve and improve wildlife habitat, open lands, wet lands, parks, trail systems or recreational areas. Under Special Projects/Partnerships focus area: Projects that improve the environment through neighborhood beautification or cleanup efforts and that provide volunteer opportunities for Xcel Energy employees and retirees. Under Natural Resource Conservation focus area: Projects that help protect natural resources, especially water, or build awareness for natural resource conservation, including interactive exhibits and displays at museums and other public facilities.</p> <p>Examples of funding include: Alliance for Sustainable Colorado for \$10,000 in 2008 for economic development/environment/natural resources; Bluff Lake Nature Center in 2008 and 2009 for \$5,000 each year for environmental education; Colorado Alliance for Environmental Education in 2007 for \$5,000 for environmental education information services.</p>	Quincy Farm's potential programming focus on arenas such as youth involvement, environmental education, conservation and stewardship, wildlife habitat, parks, protect natural resources, and interactive exhibits all fit within Xcel Energy Corporation's preferred funding guidelines. Potential programming fits include youth and environmental education, cultural exhibits, and funding for Quincy Farm's continued historic preservation efforts.	501(c)(3)	http://www.xcelenergy.com/About_Us/Community/Corporate_Giving	

Potential Partners
Prepared by JVA Consulting, LLC

Agency or foundation name	About	Rationale for Partnership	Website/Other contact	Notes
Conservation Fund, The	Already a partner of Quincy Farm	Already a partner of Quincy Farm. An important and beneficial relationship to maintain into the future.	http://www.conservationfund.org/	
Arapahoe Conservation District	The Conservation district helps small and large acreage landowners, schools, Future Farmers of America, 4 H and Boy/Girl Scout organizations through education and workshops about conservation.	Arapahoe Conservation District could provide programmatic, financial and/or in-kind partnership support to Quincy Farm through youth volunteering, program collaboration on conservation education, and financial assistance to develop and implement mutual programming.	www.westarapahoecd.org/	
Cherry Creek School District	Potential nonprofit partners.	The school district could partner with Quincy Farm for youth programming, field trips, environmental education, out-of-school time, etc.	http://www.cherrycreekschools.org/Pages/default.aspx	
City Parks Alliance	CITY PARKS ALLIANCE is the only independent, nationwide membership organization solely dedicated to urban parks. It unites and serves a growing network of hundreds of civic and community leaders, government agencies, parks and recreation authorities, funders and others. City Parks Alliance was established in fall 2000 by a nationwide group of urban parks administrators and advocates. It is an outgrowth of the Lila Wallace-Reader's Digest Fund's Urban Parks Initiative in the 1990s. The mission of the City Parks Alliance is to engage, educate and nurture a broad-based constituency to support the creation, revitalization and sustainability of parks and green spaces that contribute to dynamic cities.	City Parks Alliance could provide Quincy Farm partnership support on developing a membership program/structure; support for expanding Quincy Farm's audience through City Parks Alliance members; and partnership opportunities to develop joint programming and events.	www.cityparksalliance.org	
Colorado Alliance for Environmental Education	As a professional organization for environmental educators, the Colorado Alliance for Environmental Education (CAEE) facilitates communication, cooperation, collaboration, and coordination among the varied environmental education programs in the state. CAEE was incorporated as a 501(c)(3) non-profit in 1989 to serve the shared interests of public agencies, businesses, teachers, community organizations and individuals distributing and using environmental education materials and programs. It is a neutral and objective source of information related to environmental education in Colorado, and a voice for EE's important role in the balance between societal needs and environmental quality. CAEE is growing thanks to the more than 850 members from across Colorado. Our members include teachers, students, nonformal educators, public agency employees, businesses, retirees, and many more. CAEE works to ensure everyone in Colorado has an opportunity to learn about the environment where they live. We value inclusiveness and welcome everyone to the field of environmental education.	Colorado Alliance for Environmental Education could provide Quincy Farm partnership support on developing a membership program/structure; support for expanding Quincy Farm's audience through City Parks Alliance members; and opportunities to develop joint environmental education programming and events.	http://www.caee.org/	
Colorado Humanities	Passing on the knowledge of the past, the inspiration of the present, and the hope for the future, Colorado Humanities envisions a Colorado that celebrates its heritage and its diversity; that reads, embraces cultural activities, participates in critical discussions, and listens, teaches, and learns; where communities, families, individuals, and especially our youth, apply the humanities in their everyday lives. Colorado Humanities strives to bring the humanities to life in Colorado. Colorado Humanities devotes its resources to two key areas: developing humanities education programs for all Coloradans, and awarding grants that enable other not-for-profit organizations to develop programs for their communities.	Colorado Humanities could be a potential fit for programmatic partnership on programs related to heritage of Quincy Farm, arts and cultural activities, and youth involvement.	http://www.ColoradoHumanities.org	
Colorado Open Lands and Colorado Land Trust (merged organizations)	Colorado Open Lands is Colorado's land trust. It is a private, 501(c)3 non-profit land conservation organization that accomplishes its mission through voluntary partnerships with private landowners, the business community, federal, state and local government agencies, and other conservation organizations. Since 1981, we've permanently protected over 378,000 acres of open space throughout the state. Colorado Open Lands' work protects landscapes and lifestyles that make Colorado unique by ensuring lasting protection of our open spaces and promoting our cultural heritage as farmers, ranchers, sportsmen, and guardians of the land. The Land Protection Program uses three approaches: broad, community-based efforts with multiple partners and multiple landowners; assistance to individual landowners; and assistance to government agencies.	The Colorado Open Lands and Colorado Land Trust could serve as a potential partner in maintaining and preserving the land and heritage of Quincy Farm. This could include a financial and/or in-kind partnership.	http://www.coloradoopenlands.org/site/about/index.php	
Colorado Parks and Recreation Association	CPRA is a dynamic, proactive organization that creates healthy residents and livable communities by promoting excellence in parks and recreation. Its mission is to promote the parks and recreation profession and its growth throughout the State of Colorado. CPRA has a foundation arm that provides Tree grants and, through the Colorado Garden and Home Show, grants for community gardens.	The Colorado Parks and Recreation Association could provide financial partnership opportunities to Quincy Farm, especially if Quincy Farm is interested in a programmatic aspect of community gardening.	http://www.cpra-web.org/	
Colorado State University	Areas of study include: Floriculture; Horticultural Business Management; Horticultural Food Crops; Horticultural Science; Horticultural Therapy; Viticulture; Enology; Landscape Architecture; Landscape Business; Landscape Design and Contracting; Turf Management; Parks and Recreation programs	Colorado State University could provide in-kind and programmatic support by offering expertise and volunteer services from students and individuals in their areas of studies related to landscape architecture, botany, preservation and conversation, and more.	http://www.thelandlovers.org/education.asp?DocID=54	

Colorado State University Extension and Arapahoe County 4-H	Arapahoe County has the third largest county population with over 595,500 residents. Located in the seven county Denver Metro Area, Arapahoe County is a county of contrasts as the western portion is mostly urban, while the eastern is relatively rural. There are 13 incorporated communities and nine school districts in the county. The median household income is \$59,937. There is a commitment to preserving agriculture, its heritage, and open space in an urbanizing county. Arapahoe County offers a variety of attractive residential choices, a moderate cost of living, excellent parks, greenbelts and trail systems, superior public services, and an inviting quality of life. Several national livestock associations have headquarters in the county. The Arapahoe County 4-H Program involves 5,338 youth participating in both the 4-H Club program and school enrichment and after-school programs. There are 792 adult volunteers supporting the club program. The eleven Extension staff members consist of the director, three Extension agents, 4-H, horticulture, and family and consumer science, and several coordinators, community educators and support staff. To learn more, visit the Arapahoe County website at www.co.arapahoe.co.us or the Arapahoe County Extension website at www.arapahoeextension.org . To learn more about CSU Extension, visit www.ext.colostate.edu .	Colorado State University Extension and Arapahoe County 4-H could provide volunteer/in-kind and programmatic support by offering volunteers for Quincy Farm, as well as participants for after-school and youth-related programming.	www.co.arapahoe.co.us	
Community Colleges in Colorado, Front Range Community College, Westminster and Larimer Campuses; Arapahoe Community College; Red Rocks Community College (Areas of study include: Landscape Operations and Floral Design; Parks and Recreation programs); other community colleges	Areas of study Include: Floral Design; Horticulture; Irrigation Management; Landscape Construction; Landscape Management; Landscape Design; Nursery, Greenhouse and Garden Center Management; Turfgrass Management	Colorado Community Colleges could provide in-kind and programmatic support by offering expertise and volunteer services from students and individuals in their areas of studies related to landscape architecture, recreation, preservation and conversation, and more.	http://www.cccs.edu/AboutCCCS/ourcc.html	
Girl Scouts/Boy Scouts (Arapahoe District)	Community Service Projects and acquiring merit badges	Girl Scouts/Boy Scouts could provide an in-kind volunteer partnership by providing youth to perform community service projects for Quincy Farm.	http://www.girlscoutsofcolorado.org/about and http://www.denverboyscouts.org/1772	
Great Outdoors Colorado (GOCO)	Great Outdoors Colorado-funded projects increase outdoor recreation opportunities in Colorado, preserve our open spaces, protect and manage our wildlife, and enhance our state parks. The types of projects GOCO funds include: Trails; Outdoor Classrooms and Natural Areas to be Used for Environmental Education; Protection of Urban Open-Space Parcels, and many others. GOCO funds Colorado State Parks, Local Governments; Colorado's Wildlife; and Open Space.	Great Outdoors Colorado could provide a financial partnership for the preservation of the land and wildlife at Quincy Farm.	http://www.goco.org/	
National Recreation and Park Association	National Recreation and Park Association (NRPA) is the leading advocacy organization dedicated to the advancement of public parks, recreation and conservation. Our work draws national focus to the far-reaching impact of successes generated at the local level. Leveraging their role in conservation, health and wellness, and social equity to improve their communities NRPA's members of park and recreation professionals and citizen advocates are more than 40,000 strong and represent public spaces in urban communities, rural settings and everything in between. NRPA brings strength to its message by partnering with like-minded organizations including those in the federal government, nonprofits, and commercial enterprises. Funded through dues, grants, registrations, and charitable contributions, NRPA produces research, education and policy initiatives for our members that ultimately enrich the communities they serve . NRPA is a strong supporter of state side Land and Water Conservation Fund. (LWCF) and introduced legislation to fund urban parks.	National Park and Recreation Association could provide Quincy Farm financial and/or an in-kind partnership related to building a membership structure, as well as supporting programming related to recreation, education and conservation.	http://www.nrpa.org/About-National-Recreation-and-Park-Association/	
Regis High School, Saint Mary's Academy, Kent Denver, St. Anne's Episcopal	Community Service Projects; mentoring; tutoring; shared parking with Kent Denver	Regis High School, Saint Mary's Academy, Kent Denver and St. Anne's Episcopal are all geographically located near Quincy Farm and could be excellent partnerships for volunteering and community service projects by students.	Various websites	

Schools from the Colorado Green Schools Network	<p>Colorado Green Schools are part of a green school community here in Colorado as well as the National Green Schools Network. Colorado Green Schools is working together to build shared practices and support efforts and innovations in schools across Colorado that lead to healthier, sustainable and environmentally literate schools. According to the Green Schools National Network, a Green School enhances student health and learning while conserving natural resources and empowering students to develop sustainable behaviors, enabling them to become the stewards of the future. A Colorado Green School is also working to implement strategies included in the state Environmental Education plan. Becoming a green school is not a prescribed journey; it is a series of conscious actions that lead to more ecological and sustainable practices. The National Green Schools Network has developed the “GreenPrint” as a road map for leaders, teachers and students to begin to implement core practices immediately. Core practices include:</p> <ul style="list-style-type: none">Curriculum that Advances Environmental Literacy and SustainabilityStewardship and Service LearningSustainable Facilities Design and ManagementHealth and Well BeingStrong Partnerships and Networks <p>Colorado Schools in the Network (according to the website) are in Aurora, Thornton and Golden.</p>	<p>Schools from the Colorado Green Schools Network could provide an in-kind and programmatic partnership with Quincy Farm, as they focus on working with students on environmental, sustainability and conservation issues.</p>	http://www.cae.org/greenschools	
Sprout City Farms	<p>Vision: Sprout City Farms (SCF) envisions a thriving local food system within the Denver metro area supported by a network of accessible city farms which nourish, and are nourished by, their surrounding community. Mission: Sprout City Farms cultivates urban farms on underutilized land, rooting community farms in the city and bringing good food to neighborhoods. Work is guided by core values: Healthy Food Access; Education, Participation and Awareness; and Ecological Stewardship. The partnership between Sprout City Farms and the Denver Green School creates a unique opportunity to co-locate educational programs and food production on school grounds. DGS students benefit both from educational programming and from improved nutrition in the school cafeteria. Our commitment to bettering the health of students means that we work within the budgetary limitations of the school lunch program. Produce is used for the salad bar as well as in cooked meals, and the farm is able to meet nearly all the produce needs of the kitchen from August to November.</p>	<p>Sprout City Farms could serve as an in-kind and/or programmatic partner for Quincy Farm, as they work closely with the Colorado Green Schools Network and focus on cultivating urban and community farms, ecological stewardship and education. Each of these areas of interest are closely aligned with Quincy Farm's vision and could make for a mutually-beneficial partnership.</p>	http://sproutcityfarms.org/	
Trust for Public Land, The	<p>The Trust for Public Land has created more parks in cities than any other national conservation organization. One of TPL's founding goals was to provide close-to-home nature, and in the forty years since, we have grown into the nation's premier organization creating parks and gardens, building playgrounds, and setting aside natural land for urban residents.</p>	<p>The Trust for Public Land could serve as a financial partner for Quincy Farm, as they focus on conversation efforts, and setting aside parks and gardens for urban residents.</p>	http://www.tpl.org/about/why-tpl.html	
University of Colorado, College of Architecture and Planning, Environmental Design, or the History Department	<p>Areas of study include: Environmental Design and Landscape Architecture</p>	<p>The University of Colorado, College of Architecture and Planning, Environmental Design, or the History Department could provide programmatic expertise and/or in-kind support to Quincy Farm through students and faculty that focus on environmental design and planning.</p>	http://www.colorado.edu/	

Similar Organization Partners and Sponsors

Prepared by JVA Consulting, LLC

Similar Agency	Selected Partners of Agency	Sponsors
Four-Mile Historic Park, Denver	Denver Story; Colorado Quilt Trails; 5 By 5; visitdenver.com; The Scene (art, science culture).	Scientific & Cultural Facilities District (Since 1989, Scientific and Cultural Facilities District (SCFD) has distributed funds from a 1/10 of 1% sales and use tax to cultural facilities throughout the seven-county Denver, Colorado metropolitan area. The funds support cultural facilities whose primary purpose is to enlighten and entertain the public through the production, presentation, exhibition, advancement and preservation of art, music, theatre, dance, zoology, botany, natural history and cultural history); city of Glendale; city of Denver.
17-Mile House Farm Park, Centennial, CO	Colorado Historical Society; Colorado State University Extension Office; Littleton History Museum; Delaney Farm in Aurora; 4-Mile House Historic Park; Cherry Creek Stewardship Partners; Aurora, Englewood, Littleton and Sheridan School Districts; Douglas County Parks and Open Space; Communities of Parker, Centennial and Foxfield; Master Gardeners; 4-H; Timberline College Historic Preservation Program; Future Farmers of America; CSU Construction Program; Cherry Creek Valley Historical Society; Arapahoe County Fairgrounds.	Arapahoe County’s historic 17 Mile House Farm received a face lift funded by a \$175,007 grant for building and restoration for the state historical fund. Arapahoe County matching the grant with \$112,603 of Open Space funds. This 33-acre historic stagecoach stop in rapidly growing Arapahoe County was zoned for commercial development until the Trust for Public Land (TPL) helped the county acquire the site and historic buildings in 2001. This acquisition will allow for public interpretation of the structures. It will also improve public access to nearby Cherry Creek and protect habitat for deer, raptors, and the rare Preble's meadow jumping mouse. The 17 Mile House is the third property protected under TPL's Denver Metropolitan Area Program, funded in part by the Great Outdoors Colorado Trust Fund.
DeLaney Community Farm	Denver Urban Gardens; Aurora Parks & Open Space.	DeLaney Community Farm is Denver Urban Gardens' community supported agriculture (CSA) project in Aurora. DeLaney Community Farm staff, interns, and volunteers cultivate three and a half acres of organic vegetables, flowers, and herbs on historic farmland generously provided by Aurora Parks & Open Space. Sponsors include the City of Denver and SCFD. One of the primary objectives of DeLaney is to help challenged populations improve their nutrition and their access to healthy foods. Community Partner Shares is a program that links DeLaney with organizations that serve those in-need, low-income groups and individuals. Businesses, organizations, and individuals can sponsor Community Partner Shares, which provide an organization with a full season of fresh, local, organic produce.
Denver Botanic Gardens and Chatfield	Swallow Hill Music	SCFD; UMB Bank is a presenting sponsor of the concerts at the gardens; Elevated Third is an associate sponsor of the concerts at the gardens; support sponsors of the concerts at the gardens include Hotel Monaco; Barefoot Wine & Bubbly; Cherry Creek Shopping Center; Denver Center Attractions, Xcel Energy; Marczyk Fine Foods. Media sponsors for the concerts include Denver Post Community Partners and KBCO 97.3 FM. Perry & Co. Real Estate sponsors the garden's spring plant sale; Swingle sponsored the spring plant sale.

State Historical Fund Grants

SHF Grant Types	Eligibility	Project Types	Project Examples	Grant Cycles and Selection	Grant Size	Criteria for Grant Award	Matching Dollars	Grant Requirements	Outreach Assistance / Grant Management	Grant Duration	Notes
General											
The State Historical Fund was created by the 1990 constitutional amendment allowing limited gamin in the towns of Cripple Creek, Central City, and Black Hawk. The amendment directs that portion of the gaming tax revenues be used for historic preservation throughout the state.	grants are made primarily to governmental entities and to nonprofit organizations (certified by the IRS)	historic preservation projects including restoration and rehabilitation of historic buildings, architectural assessments, archaeological excavations, designation and interpretation of historic places, preservation planning studies and education and training programs.			grants vary in sized from a few hundred dollars to amounts in excess of \$200,000	must demonstrate strong public benefit and community support			SHF Outreach Staff can provide advice on how to create a project that is primed for success including meeting the Secretary of Interior Standards		
Competitive Grants Three types of grants - Acquisition and Development; Survey & Planning; and Education				annual grant rounds - April and October 1st funds are distributed through a competitive process	Two sizes	Criteria includes: applicant capacity; property or project history; project description; urgency; timeline; public benefit; how the project relates to the State plan; scope of work and budget;	Cash Match of 25% required unless a waiver is requested	made through a Competitive Grant Application Process	requires grant reporting (work with Historic Preservation Specialist and Contracts Specialist) according to agreed upon schedule; and SHF approval of all project work	Two-year grant period	requires separation of grant funds from other dollars
SHF Grant applications - \$35,000 or less	property must be officially designated - listed in the State or National Registers of Historic Places, or through an official municipal or county landmarking process adopted by ordinance or resolution.	Development - Excavation, stabilization, preservation, restoration, rehabilitation, reconstruction (Bricks & Mortar)		annual grant rounds at April 1st and October 1st	< \$35,000	staff and final decisions are made by the Colorado Historical Society Board of Directors	cash match	adher to Secretary of Interior Standards		Two-year grant period	Exceptions: property that is in imminent danger of being lost, demolished or seriously damaged; and has been nominated to, or found eligible to, the State or National Registers of Historic Places, or has been nominated to a register of local landmarks (with same level of protection as nomination to the State Register).
	property must be officially designated - listed in the State or National Registers of Historic Places, or through an official municipal or county landmarking process adopted by ordinance or resolution.	Acquisition of historic and archaeological structures, buildings, objects, sites, and districts		annual grant rounds at April 1st and October 1st	< \$35,000	staff and final decisions are made by the Colorado Historical Society Board of Directors	cash match	adher to Secretary of Interior Standards		Two-year grant period	
		Survey & Planning (Master Planning, Preservation Planning, HSR / CLR)	Identification, recording, evaluation, designation and planning for the protection of significant historic buildings, structures, sites and districts	annual grant rounds at April 1st and October 1st	< \$35,000	staff and final decisions are made by the Colorado Historical Society Board of Directors	cash match	adher to Secretary of Interior Standards		Two-year grant period	
		Education	For those projects that provide historic preservation information or information about historic sites to the public	annual grant rounds at April 1st and October 1st	< \$35,000	staff and final decisions are made by the Colorado Historical Society Board of Directors	cash match			Two-year grant period	
SHF Grant applications - \$35,000 or more	property must be officially designated - listed in the State or National Registers of Historic Places, or through an official municipal or county landmarking process adopted by ordinance or resolution.	Development - Excavation, stabilization, preservation, restoration, rehabilitation, reconstruction (Bricks & Mortar)		annual grant rounds at April 1st and October 1st	> \$35,000	evaluation process is: 1 - grant read by SHF staff reader; SHF Advisory Committee reade (2 readers); volunteer reader; 2 - recommendations and scores referred to State Historical Fund Advisory Committee (SHFAC) who make funding recommendations to the AHPC; AHPC makes recommendations to History Colorado Board; Board makes final decision	cash match	adher to Secretary of Interior Standards		Two-year grant period	Exceptions: property that is in imminent danger of being lost, demolished or seriously damaged; and has been nominated to, or found eligible to, the State or National Registers of Historic Places, or has been nominated to a register of local landmarks (with same level of protection as nomination to the State Register).
	property must be officially designated - listed in the State or National Registers of Historic Places, or through an official municipal or county landmarking process adopted by ordinance or resolution.	Acquisition of historic and archaeological structures, buildings, objects, sites, and districts		annual grant rounds at April 1st and October 1st	> \$35,000	same as above	cash match	adher to Secretary of Interior Standards		Two-year grant period	
		Survey & Planning (Master Planning, Preservation Planning, HSR / CLR)	Identification, recording, evaluation, designation and planning for the protection of significant historic buildings, structures, sites and districts	annual grant rounds at April 1st and October 1st	> \$35,000	same as above	cash match	adher to Secretary of Interior Standards		Two-year grant period	
		Education	For those projects that provide historic preservation information or information about historic sites to the public	annual grant rounds at April 1st and October 1st	> \$35,000	same as above	cash match			Two-year grant period	
SHF Assessments (Historic & Archeological)				on-going (with staff support)		must meet specific criteria and established allowable award amounts - evaluated and awarded by History Colorado staff			requires grant reporting according to agreed upon schedule; and SHF approval of all project work	negotiated	
Emergency Grants				on-going (with staff support)		must meet specific criteria and established allowable award amounts - evaluated and awarded by History Colorado staff			requires grant reporting according to agreed upon schedule; and SHF approval of all project work	negotiated	

