SPECIAL CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE

THURSDAY, JUNE 13, 2024
7:00 PM

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Mark Aliff

B. ROLL CALL

C. REGULAR AGENDA

D. RESOLUTIONS

D1 A Resolution appointing a qualified person to fill the vacant At-Large City Councilor seat created by the resignation of Charles Hernandez.

Required Council Action: Motion to select candidate to fill At-Large City Council Member Vacancy

E. ORDINANCES – FINAL PRESENTATION

E1 An Ordinance approving an Easement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, and approving the Mayor to execute the Easement Agreement on behalf of the City - *Introduced May 13, 2024 by Councilor Regina Maestri*

F. ADJOURN

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION APPOINTING A QUALIFIED PERSON TO FILL THE VACANT AT-LARGE CITY COUNCILOR SEAT CREATED BY THE RESIGNATION OF CHARLES HERNANDEZ.

SUMMARY:

This Resolution appoints a qualified individual to fill the At-Large vacancy on City Council, created by the resignation of Charles Hernandez.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On May 18, 2024, Charles Hernandez submitted his resignation from his position on City Council, At-Large.

Per Section 2-6 of the City Charter, any vacancy in an elective office shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Letters of interest and resumes were accepted from individuals wishing to be considered for appointment to this At-Large Council position. 22 applications were received. Members of Council reviewed the applications and chose who would receive an interview. Interviews of all finalists were held on Thursday, June 13, 2024.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION APPOINTING A QUALIFIED PERSON TO FILL THE VACANT AT-LARGE CITY COUNCILOR SEAT CREATED BY THE RESIGNATION OF CHARLES HERNANDEZ.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to Section 2-6 of the Charter of the City of Pueblo, _____ is hereby appointed to fill the vacancy created in Council District At-Large by the resignation of Charles Hernandez. This appointment shall expire on December 31, 2025, when the vacancy shall be filled by the results of the November 4, 2025 General Election.

SECTION 25

This Resolution shall become effective upon passage.

INTRODUCED: June 13, 2024

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

SUMMARY:

This Ordinance approves an Intergovernmental Agreement between the City of Pueblo and Pueblo County relating to the construction, operation, and maintenance of a limited access roadway ("Medal of Honor Boulevard"), fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space; and approving the Mayor to execute the Easement Agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo County desires to construct a limited access roadway, fencing, trail and trailhead, drainage, and other associated improvements to connect the intersection of Pueblo Boulevard (Colorado State Highway 45) and W. 24th Street on the eastern end to the intersection of Joe Martinez Boulevard and Purcell Boulevard in Pueblo West at the western end. While a portion of the roadway (the easternmost 3/4 mile) will be located within City limits, approximately 2.7 miles of the new roadway will be built on City-owned property located in unincorporated Pueblo County. Development in this area, commonly referred to as the Honor Farm Park and Open Space, is guided by a master plan which includes provisions for the construction of a roadway like the one

contemplated by the County.

The proposed agreement approved by this Ordinance grants an easement to Pueblo County and codifies the terms and conditions relating to the construction, operation, and maintenance of the new roadway and associated improvements located within the Honor Farm area.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

City staff across multiple departments have collaborated with County staff to develop and negotiate terms and conditions for the proposed agreement.

ALTERNATIVES:

Failure to approve this Ordinance will preclude the City from granting the proposed easement.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. County Resolution 24-119 Approving City Honor Farm Easement
2. Signed Honor Farm Easement Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LIMITED ACCESS ROADWAY, FENCING, TRAIL, TRAILHEAD, DRAINAGE, AND OTHER ASSOCIATED IMPROVEMENTS WITHIN THE HONOR FARM PARK AND OPEN SPACE, AND APPROVING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Easement Agreement (“Agreement”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado, relating to the construction, operation, and maintenance of a limited access roadway, fencing, trail, trailhead, drainage, and other associated improvements within the Honor Farm Park and Open Space, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Ordinance and IGA to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on .

Final adoption of Ordinance by City Council on June 13, 2024.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

RESOLUTION NO. 24- 119

THE BOARD OF COUNTY COMMISSIONERS OF PUEBLO COUNTY, COLORADO

APPROVING THE EASEMENT AGREEMENT BETWEEN PUEBLO COUNTY AND THE CITY OF PUEBLO FOR THE LOCATION, CONSTRUCTION, AND OPERATION OF A NEW PUBLIC ROADWAY TO BE KNOWN AS MEDAL OF HONOR BOULEVARD

WHEREAS Pueblo County has for the past three years been engaged in the planning and development of a significant community-wide development project. The Project has two key features; 1) the location, design, and construction of a new Pueblo County Detention Facility to be operated by the Pueblo County Sheriff's Department and to serve the entire community of the City of Pueblo and the County of Pueblo, and 2) the layout, design, and construction of a major new arterial roadway extending from Pueblo Blvd. at its intersection at 24th St., west for approximately 3.5 miles to intersect with Purcell Blvd. in Pueblo West; and

WHEREAS the City of ("City") is the owner of an approximately 2500-acre parcel of real property known as the Honor Farm Park and Open Space Property ("Park Property"). The Park Property is subject to terms and obligations set forth in a Deed of Conservation Easement dated July 2, 2001 which requires that the property be maintained primarily as open space and wildlife habitat, but which also contemplates and permits various recreational uses. The Conservation Easement also contemplated from the outset and listed as a permitted use, the extension of a main arterial road connecting the City of Pueblo with Pueblo West; and

WHEREAS Pueblo County has completed the design and is ready to commence the construction of the new road to be known as Medal of Honor ("MOH") Boulevard. Which will include an adjacent multi-modal trail, trailhead, parking area, and several storm water drainage appurtenances; and

WHEREAS MOH Blvd. will traverse the Park Property from its eastern edge westerly to Purcell Blvd. Pueblo County has requested an easement of one hundred sixty feet in width and approximately three miles in length from the City of Pueblo for the new public road; and

WHEREAS professional staff and consultants from Pueblo County and the City ("Parties") have met and conferred over the last one- and one-half years to discuss the layout and design of the new road and numerous related conditions and requirements associated with the easement request; and

WHEREAS the Parties, in conjunction with their respective legal counsel, have prepared, reviewed, and revised an Easement Agreement which would grant the required easement to Pueblo County subject to a number of terms and conditions; and

WHEREAS the respective staffs and legal counsels have agreed upon a written Easement Agreement and have further agreed to present the same to their respective governing bodies for consideration and approval; and

RESOLUTION NO. 24-_119___ (CONTINUED)

WHEREAS the office of the Pueblo County Attorney has reviewed the proposed Easement Agreement and the favorable recommendations of Pueblo County professional staff and consultants and now recommends the Easement Agreement for approval by the Pueblo County Board of County Commissioners ("Board"); and

WHEREAS the Board has considered the Easement Agreement and the recommendations of its legal counsel, professional staff, and consultants.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pueblo County that the Easement Agreement granting an interest in the land needed for the new public roadway and setting forth all of the terms and conditions required of Pueblo County is hereby approved and the Chair of the Board of County Commissioners is authorized to execute the easement Agreement; and

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is further authorized to execute all such further documents and instruments necessary to conclude and close on the grant of the Easement Agreement to Pueblo County.

PASSED AND ADOPTED this 21st day of May 2024, in Pueblo County, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

By: _____
Epimenio M. Griego, Chair

ATTEST:

By: _____
Candace Rivera, County Clerk

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on the last date signed below and is by and between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation, ("City") (collectively, the "Parties"). The Effective Date of this Agreement shall be determined in accordance with the provisions of Section 11 below.

RECITALS

A. City is the Owner of certain real property located within Pueblo County known as the Honor Farm Park and Open Space Property which will hereinafter be referred to as the "Park Property";

B. The Park Property is subject to the terms, conditions, provisions, agreements, and obligations contained in that certain Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder ("Conservation Easement"), a true copy of which is attached hereto as Exhibit D;

C. County desires to construct a main arterial road, including certain trail and drainage appurtenances, through the Park Property to provide and gain access to and from the Pueblo West Metropolitan District and from and to Pueblo Boulevard;

D. Subject to the terms and conditions set forth herein, City is willing to grant to County a permanent easement across the Park Property for the purposes of the construction, maintenance, and operation of said main arterial road, an adjacent multi-modal trail, fencing, a Trailhead and parking lot, and four (4) drainage detention ponds necessary to detain stormwater flows from the road.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the terms, conditions and covenants set forth herein, the Parties agree as follows:

1. There are four (4) exhibits to this Agreement.

   a. **Exhibit A**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, contains a legal description of six (6) separate but contiguous areas of land which taken together comprise the easement area being granted by City to County. The easement areas described are a part of the Park Property. The first area described is commonly referred to as "Right of Way (ROW) 4" and is for the road and trail. The second area described is commonly referred to as "PE-1"and is for a trail head and parking lot immediately adjacent to and contiguous with the road. The third through the sixth areas described are commonly referred to as "PE-6A", "PE-9", "PE-9A", "PE-9D" and are for four (4) drainage detention ponds also

adjacent to and immediately contiguous with the road.

b. **Exhibit B**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, is a series of surveys prepared by Clark Land Surveying, Inc. and , consists of thirteen (13) sheets. **Exhibit B** contains a depiction of the entire road, including that portion which extends through the City's Park Property, as it extends West from Pueblo Blvd. to Purcell Blvd. in Pueblo West. It also contains a depiction of the Trailhead area and each of the four (4) drainage detention ponds on the Park Property. **Exhibit B** also sets forth twenty-nine (29) surveyor's notes. Surveyor Notes numbered 9 through 29 were taken from the title commitments issued by Fidelity National Title Insurance Company on all the lands, including the Park Property, through which the road will extend.

c. **Exhibit C**, a true and accurate copy of which is attached hereto and incorporated herein by this reference as though fully set forth, consists of three (3) sheets titled "WIRE FENCES AND GATES (CDOT STD. M-607-1)" and includes standard drawings and specifications for the installation of fences issued by the Colorado Department of Transportation Project Development Branch and dated July 31, 2019. These standards shall apply to any fences County erects pursuant to the terms and conditions of this Agreement.

d. Exhibit D is a true and accurate copy of the Deed of Conservation Easement, Honor Farm Open Space & Park Parcels, City of Pueblo recorded on July 2nd, 2001 at Reception No 1390542 in the records of the Pueblo County Clerk and Recorder.

2. City grants a 160-foot-wide permanent easement to the County for the perpetual use of the public and solely for the purposes of construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of a main arterial road, fencing, stormwater facilities, multi-modal trail, and other associated roadway improvements to gain vehicular and pedestrian access between the Pueblo West Metropolitan District and Pueblo Boulevard (collectively, the "Limited Access Roadway") and through the Park Property situated in the County of Pueblo, State of Colorado, and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "Right of Way (ROW) 4". The area described is depicted on sheets 6 through 11 of **Exhibit B***

City further grants permanent easements to the County for the perpetual use of the public and solely for the purposes of construction, re-construction, installation, operation, maintenance, repair, alteration, fencing, rehabilitation or replacement of a Trailhead and parking lot to serve the multi-modal trail and for four (4) drainage detention ponds, all of which are on the Park Property situated in the County of Pueblo, State of Colorado and more particularly described as follows:

*As described in **Exhibit A** attached hereto and commonly referred to as "PE-1 (Trailhead and parking lot)" and "PE-6A, 9, 9A, and 9D (Detention Ponds)". The areas described are depicted on sheets 6 through 11 of **Exhibit B**.*

City further grants temporary construction easements to the County on areas immediately adjacent to the permanent easements set forth above solely for the limited purpose of facilitating construction of the Limited Access Roadway, fencing, the trail, the Trailhead and parking lot, and Detention Ponds. County shall use its best efforts in good faith to use the areas of the permanent easement wherever possible to facilitate its construction of the road, fencing, the trail, the Trailhead and parking lot, and the Detention Ponds and, only if necessary, shall use such additional areas outside of the permanent easements to facilitate construction. Any such additional areas shall be immediately adjacent to and contiguous with the permanent easement areas. Immediately upon the completion of construction on the permanent easements, any such additional areas used to facilitate construction shall be restored by the County at its sole cost and expense to the same or a better condition that existed prior to the commencement of construction.

3. City reserves ownership of and all rights to oil, gas, and minerals on and under said Easement Property and the right to use and occupy the Easement Property for any purpose consistent with the right and privilege above granted and which will not unreasonably interfere with or endanger Grantee's use thereof, including but not limited to, the right of City to keep, maintain or place underground utilities including but not limited to water lines in or through the easements described herein and to access the Limited Access Roadway at locations consistent with, and which will provide vehicle and pedestrian access to, uses including recreational uses contemplated by the Honor Farm Park and Open Space Master Plan (Ordinance No. 7678), as same may be amended (herein collectively the "Access Points"). It is expressly acknowledged that the easements granted herein to the County are solely for the Limited Access Roadway, trail, Trailhead and parking lot, and detention ponds, and does not include underground utilities other than stormwater utilities necessary for proper use and operation of the Roadway and telecommunications facilities to the extent same are made available to City pursuant to the parties April 7, 2014 Information Technology Cooperation Agreement, as same may be amended.

4. County agrees to allow City, at City's sole and separate expense, to construct Access Points within the Easement Area and to facilitate and work with City in good faith with respect to any necessary changes to the Limited Access Roadway which may be occasioned or necessitated by any Access Point. County shall be required to install and maintain fencing and, where required, gates, along the length of both sides of the Easement Area. Gates and fencing shall be constructed in accordance with the standard details and specifications for a Combination Wire Fence with Metal Posts or a Combination Fence with Wooden Posts as shown in **Exhibit C**. Variances from these standards may be granted subject to approval of the City's Director of Public Works and Director of Parks and Recreation.

5. The rights granted under this Easement Agreement are subordinate to all reservations and restrictions of record upon the Park Property, including but not limited to the Conservation Easement. Construction of that portion of the Limited Access Roadway that runs through the Park Property shall not commence until the County in coordination with the City has

submitted notice to the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation (herein the "State") pursuant to Sections 6 and 21 of the Conservation Easement and received any required approval by the State pursuant to the Conservation Easement. As the same may pertain to the Limited Access Roadway and any actions taken by County pursuant to this Easement Agreement, County is delegated, and shall perform and/or satisfy and comply with, any obligation of City which may arise under the express terms of the Conservation Easement including but not limited to the obligation to keep the Park Property free of any liens arising out of any work performed for, material furnished to or obligations incurred by, County. County shall be liable and responsible to City for any and all claims, expenses, labilities, damages or actions arising out of County's failure to perform and/or satisfy and comply with any such obligations.

6. It is expressly acknowledged and agreed that City shall have no obligations nor liability with respect to the Limited Access Roadway including but not limited to its construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement, and County assumes all such obligations and liabilities. In addition, County expressly assumes full liability and responsibility for all injuries and property damage occurring to City, its agents, employees, invitees, contractors, successors and assignees, arising from the construction, operation, maintenance or use of the Limited Access Roadway and use of said easement for the purposes aforesaid. To the extent permitted by law, County agrees to hold harmless, indemnify and defend City from all liability and expense on account of any and all claims, expenses, liabilities, damages to property or injury to or death of persons, or actions arising from or out of the construction, reconstruction, installation, operation, patrolling, maintenance, repair, alteration, rehabilitation, removal, or replacement of the Limited Access Roadway by County or its employees, agents or contractors. In connection with the performance of any such work within the easements as described above, County shall exercise due care to protect City's facilities, if any, including but not limited to water lines in or adjacent to the easements from damage; and County shall be liable to City for all losses and damages sustained by City arising from the performance of any of said work.

7. County acknowledges and agrees that in no event will it locate, erect or cause to be located or erected any building, mobile trailer unit, or other structures upon the Easement Property except for temporary structures utilized during the Limited Access Roadway construction and those structures which have been approved by the State and those which are set forth in the Intergovernmental Agreement, dated February 28, 2022, between the City, County, Pueblo Urban Renewal Authority, Board of Water Works, and the Pueblo West Metropolitan District relating to the construction of a new Pueblo County Detention Facility and the construction of an adjacent new arterial roadway. City shall, in addition, have all other rights available to it under law or equity, and have the right to remove any such building or structure which has not been approved as set forth herein at County's expense.

8. CITY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF TITLE AND WARRANTIES AS TO FITNESS OR USE OF THE EASEMENT PROPERTY. THE RIGHTS GRANTED HEREIN IN THE EASEMENT PROPERTY ARE CONVEYED "AS IS", WITH ALL FAULTS AND SUBJECT TO EXISTING PHYSICAL, ENVIRONMENTAL AND OTHER CONDITIONS INCLUDING BUT NOT LIMITED TO THE PROVISIONS OF THE

CONSERVATION EASEMENT, AND THE EASEMENT AGREEMENT WITH COLORADO SPRINGS UTILITIES (RECEPTION NO. 1896813).

9. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of Colorado Springs Utilities, an enterprise of the City of Colorado Springs ("CSU"), without written consent of CSU, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

10. County shall not construct any portion of the Limited Access Roadway which crosses or infringes upon the easement rights of The United States Bureau of Reclamation ("BOR"), without the written consent of the BOR, a copy of which will be delivered to City prior to construction of the Limited Access Roadway on the Park Property.

11. If at any time, the City or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee, including but not limited to the Board of Water Works, needs to install utilities or telecommunications infrastructure within the Limited Access Roadway, notice with construction and traffic control plans shall be given to County at least thirty days prior to any excavation. Such installations shall be made at the expense of the City and/or any City utility, utility franchise partner, telecommunications or broadband license holder, or other City permittee. County permitting and permitting costs if applicable shall be waived upon request of the City.

This Easement Agreement shall be executed upon approval by the respecting governing bodies of the City and the County but shall not be recorded and shall not become effective until seventy (70) days after the County in coordination with the City has submitted notice to the State pursuant to Sections 20 and 21 of the Conservation Easement ("Effective Date").

In event County fails to obtain approval of the State to construct the Limited Access Roadway under the Conservation Easement and to commence construction of the Limited Access Roadway within a period of five (5) years after the Effective Date, this Easement Agreement and all rights, privileges and interests granted herein shall terminate.

The rights, conditions and provisions of this Easement Agreement and the easement granted hereunder shall run with the land and shall inure to the benefit of and be binding upon City and County and their respective successors and assigns.

12. Miscellaneous Provisions.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Easement Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo:	Mayor City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, Colorado 81003
with a copy to:	City Attorney City of Pueblo 1 City Hall Place, 3rd Floor Pueblo, Colorado 81003
additional copy to:	Director of Public Works City of Pueblo 211 E. D Street Pueblo, Colorado, 81003
If to County:	Chair, Board of County Commissioners 215 W. 10th St. Pueblo, CO 81003
with a copy to:	Pueblo County Attorney 215 W. 10th St. Pueblo, CO 81003

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Easement Agreement may not be assigned by County without the prior written consent of the City. Any attempted assignment in violation of this provision shall be void.

(c) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for either party to bring any action or proceeding to enforce any provision of this Easement Agreement, to recover damages for a defaulting party's breach of this Easement Agreement, or to seek specific performance of this Easement Agreement, the prevailing party shall be entitled to collect its reasonable attorney's fees and costs of suit in such action or proceeding.

(d) Integrations, Severability and Amendment. This Easement Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Easement Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Easement Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Easement Agreement shall continue in full force and effect.

(e) Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Easement Agreement or for the enforcement of this Easement Agreement shall be in a state court with jurisdiction

located in Pueblo County, Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Easement Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Easement Agreement or limit that Party's right thereafter to enforce any provision or exercise any right. Notwithstanding any other provision of this Easement Agreement, nothing herein is intended, nor shall it be construed or interpreted to create or extend any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of Federal or State law, including, but not limited to, the provisions of the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq*.

(g) Counterparts. This Easement Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(h) Parties Bound by Agreement. This Easement Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Easement Agreement except as otherwise expressly authorized herein.

(i) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Easement Agreement by resolution or ordinance.

(j) No Third Party Beneficiaries. This Easement Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(k) Effect of Invalidity. If any portion of this Easement Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

******SIGNATURE PAGE FOLLOWS******

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chair, Board of County Commissioners

Date: 5/21/24

APPROVED AS TO FORM:

County Attorney

ATTEST:

_____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A
ROW-4

January 19, 2023

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, and a portion of the parcel as described in Personal Representative's Deed, recorded December 17, 2015, as Reception No. 2024227, of the Official Public Records of Pueblo County Colorado, all lying within a portion of South Half of Sections 17 and 18, a portion of the Northeast Quarter of Section 20, and a portion of the North Half of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

A strip of land, 160 feet in width, lying 80 feet on each side of the following described centerline:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1038.79 feet, to the **POINT OF BEGINNING**; thence leaving said west line along the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, having a radius of 6437.00 feet, a central angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1404.09 feet;
4. along the arc of a curve to the right, having a radius of 3907.00 feet, a central angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1241.22 feet;
6. S89°59'05"E, a distance of 465.86 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, having a radius of 9000.00 feet, a central angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13"E, a distance of 3904.93 feet,

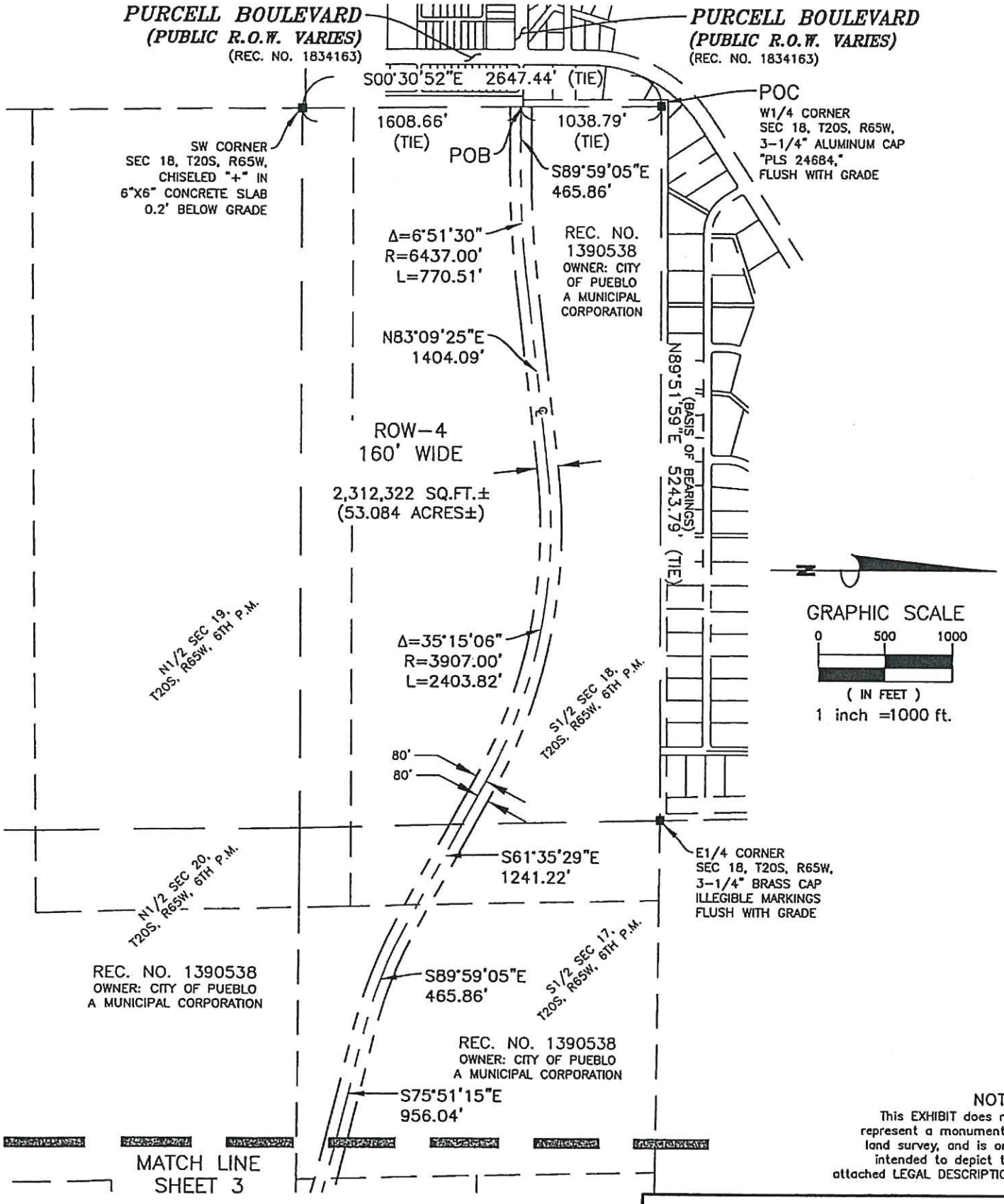
to a point on the north line of the South Half of said Section 21, from whence the East Quarter Corner of said Section 21, monumented by a 3-1/2" brass cap BLM monument, properly marked, flush with grade, bears N89°24'02"E, a distance of 2365.41; said point also being the **POINT OF TERMINUS**.

Sidelines of said strip extend or shorten as necessary to intersect the lines that the **POINT OF BEGINNING** and the **POINT OF TERMINUS** are a part of.

Containing 2,312,322 Sq. Ft. or 53.084 acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT A



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: DWC	Date: 1/19/2023
211562	Check: SLM	Sheet 2 of 3

Clark Land Surveying, Inc
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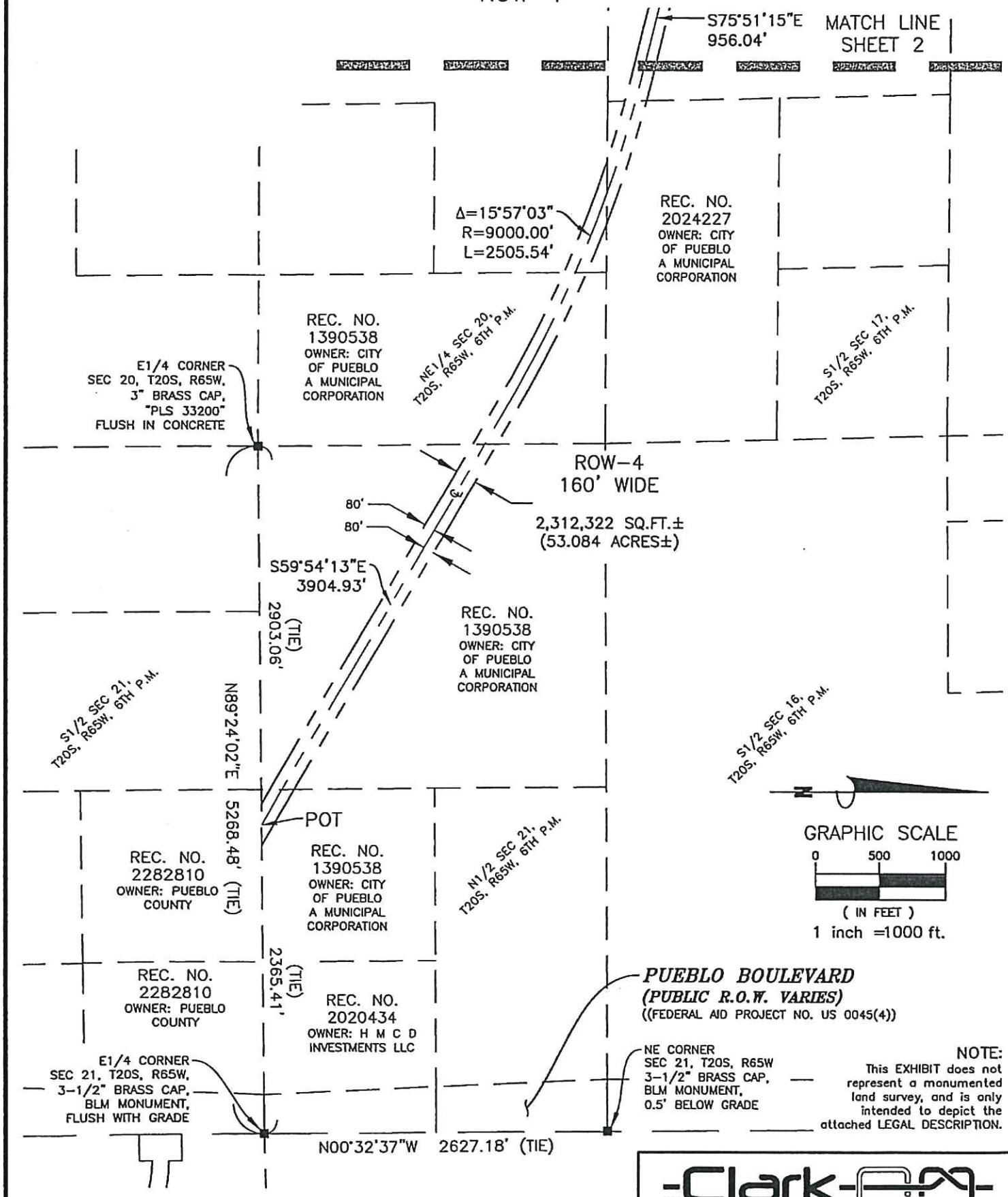
www.clarkls.com

EXHIBIT A
ROW–4



NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: DWC	Date: 1/19/2023
211562	Check: SLM	Sheet 3 of 3

Clark Land Surveying, Inc
177 S. Tiffany Dr. ● Pueblo West, Co. 81007 ● 719.633.8533
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EXHIBIT A
L-PE-1

February 21, 2024

A portion of the parcels as described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, of the Official Public Records of Pueblo County Colorado, being located in the Southwest Quarter of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of said Section 18; thence along the west line of said Section 18, S00°30'52"E (Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, S89°59'05"E, a distance of 465.86 feet; thence 223.93 feet along the arc of a curve to the right, whose cord bears N89°01'07"E, a distance of 223.92 feet, having a radius of 6437.00 feet, and a central angle of 01°59'36"; thence N01°58'46"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**; thence along the following four (4) courses:

1. 327.12 feet along the arc of a non-tangent curve to the left, whose cord bears N86°32'52"E, a distance of 327.08 feet, having a radius of 6357.00 feet, and a central angle of 02°56'54";
2. N03°48'24"W, a distance of 216.49 feet;
3. S87°59'31"W, a distance of 320.07 feet;
4. S01°58'46"E, a distance of 224.63 feet; to the **POINT OF BEGINNING.**

Containing 71,813 Sq Ft, 1.649 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-6A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the south 1/2 of Section 17 and the north 1/2 of Section 20, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following nine (9) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S74°48'45"E, having a chord length of 327.24 feet, a radius of 9000.00', a delta angle of 2°05'00", a distance of 327.26 feet;
9. S16°13'45"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

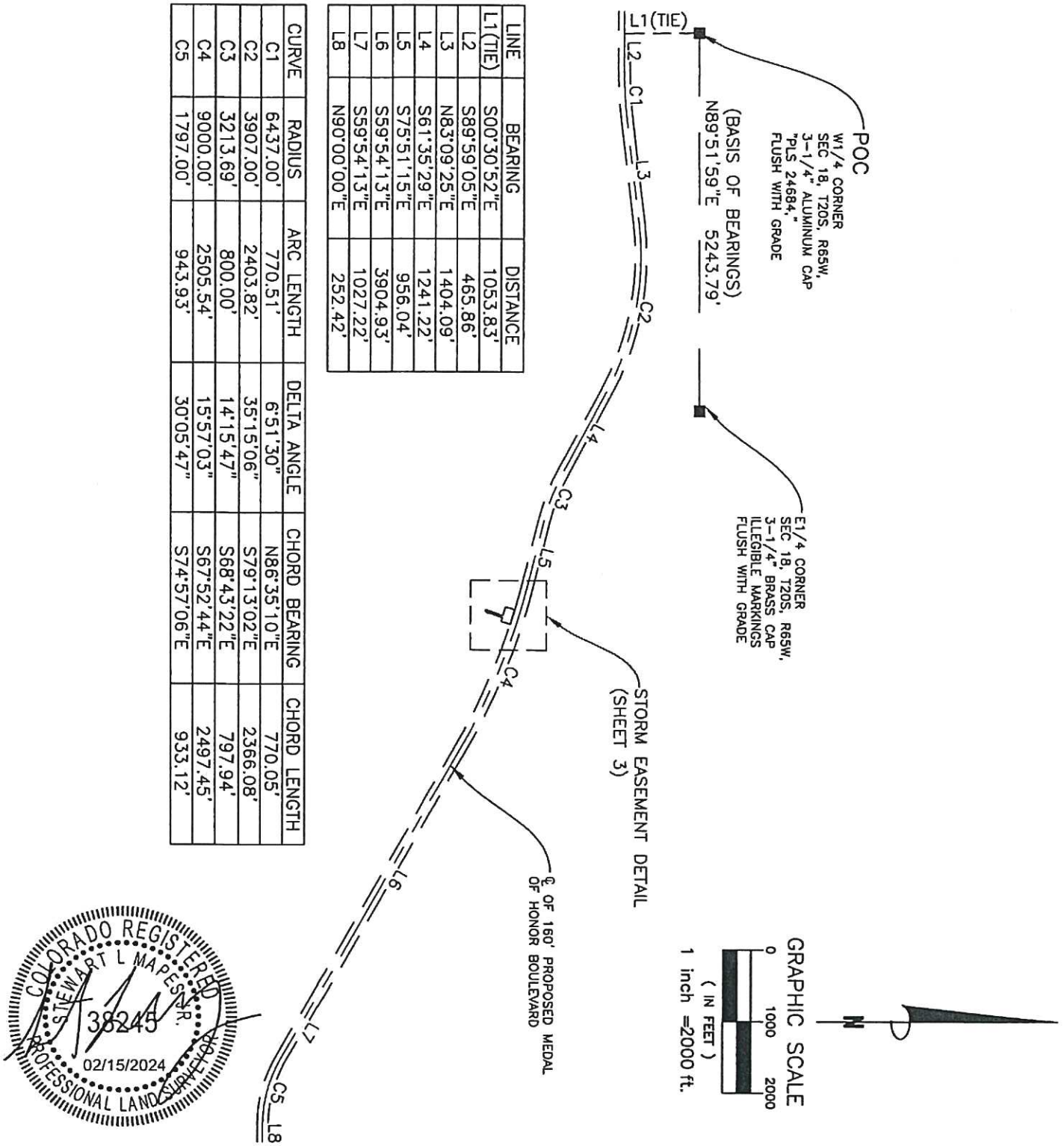
thence along the following twelve (12) courses:

1. along the arc of a non-tangent curve to the right, whose chord bears S73°04'43"E, having a chord length of 215.62 feet, having a radius of 8920.00 feet, a delta angle of 1°23'06", a distance of 215.62 feet;
2. S17°08'58"W, a distance of 128.57 feet;
3. N73°09'53"W, a distance of 57.41 feet;
4. S19°44'23"W, a distance of 203.40 feet;
5. S70°15'37"E, a distance of 10.00 feet;
6. S19°44'23"W, a distance of 20.00 feet;
7. N70°15'37"W, a distance of 10.00 feet;
8. S19°44'23"W, a distance of 28.13 feet;
9. N70°15'37"W, a distance of 30.00 feet;
10. N19°44'23"E, a distance of 250.01 feet;
11. N73°09'53"W, a distance of 127.44 feet;
12. N16°50'07"E, a distance of 128.90 feet, to the **POINT OF BEGINNING**.

Containing 35,526 Sq. Ft, 0.816 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-6A)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.533.8533
www.clarkls.com

EXHIBIT A
STORM EASEMENT (PE–6A)

LINE	BEARING	DISTANCE
L9(TIE)	S16°13'45"W	80.00'
L10	S17°08'58"W	128.57'
L11	N73°09'53"W	57.41'
L12	S19°44'23"W	203.40'
L13	S70°15'37"E	10.00'
L14	S19°44'23"W	20.00'
L15	N70°15'37"W	10.00'
L16	S19°44'23"W	28.13'
L17	N70°15'37"W	30.00'
L18	N19°44'23"E	250.01'
L19	N73°09'53"W	127.44'
L20	N16°50'07"E	128.90'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	9000.00'	327.26'	2°05'00"	S74°48'45"E	327.24'
C7	8920.00'	215.62'	1°23'06"	S73°04'43"E	215.62'

COLORADO REGISTERED
STEWART L MAPES SR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
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Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.8533
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EXHIBIT A
STORM EASEMENT (PE-9)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3353.49 feet;
10. N30°05'47"E, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following four (4) courses:

1. N59°54'13"W, a distance of 408.53 feet;
2. N30°05'47"E, a distance of 289.74 feet;
3. S59°54'13"E, a distance of 408.53 feet;
4. S30°05'47"W, a distance of 289.74 feet, to the **POINT OF BEGINNING.**

Containing 118,369 Sq. Ft, 2.717 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-9)

LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

NOTE:
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Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

Clark
177 S. Tillary Dr. Pueblo West, Co. 81007 719.633.6533
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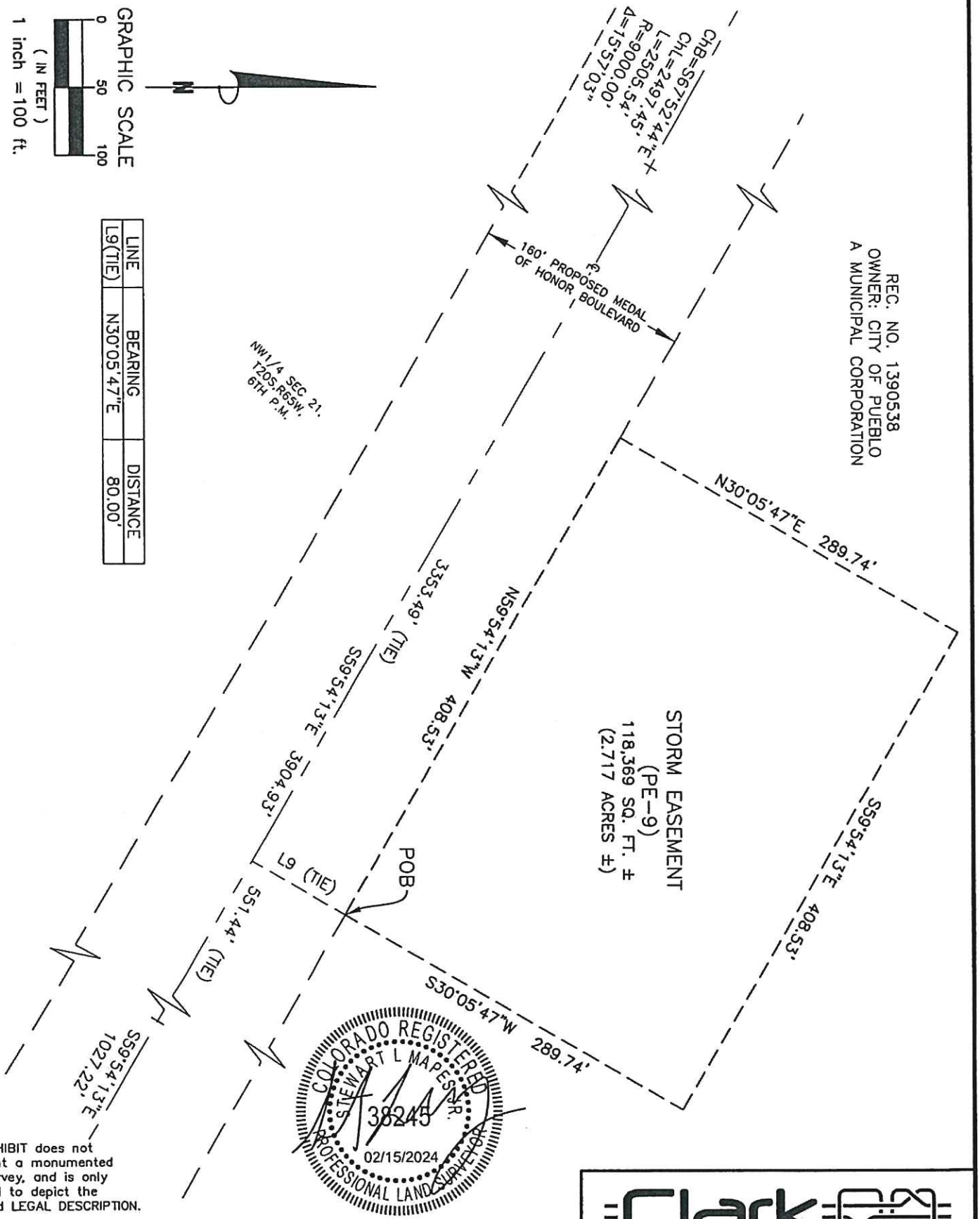
EXHIBIT A
STORM EASEMENT (PE–9)



LINE	BEARING	DISTANCE
L9(TIE)	N30°05'47"E	80.00'

NOTE:
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COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 3

Clark
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EXHIBIT A
STORM EASEMENT (PE-9A)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the northeast 1/4 of Section 20 and the northwest 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 254.79 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

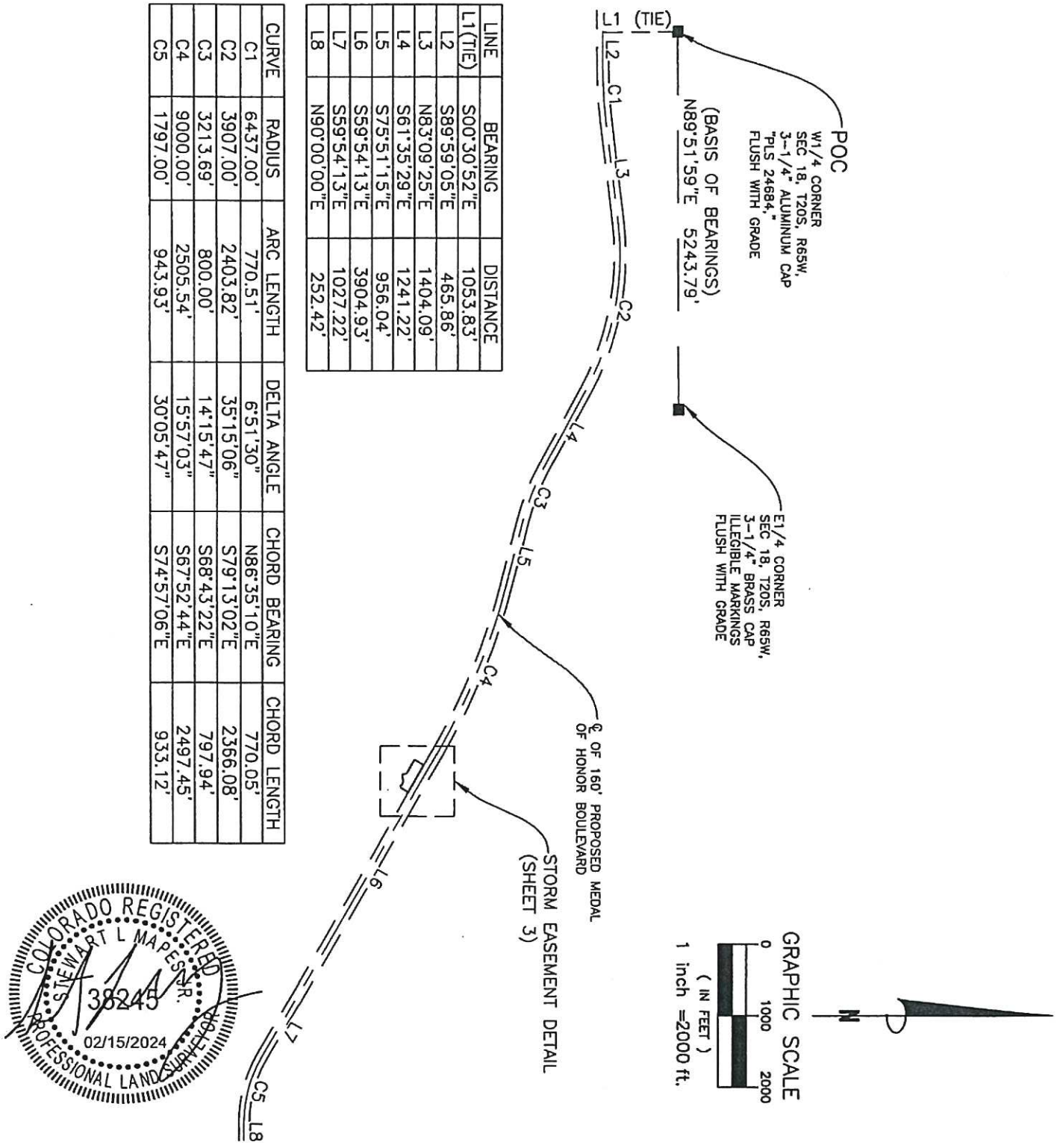
thence along the following nine (9) courses:

1. S59°54'13"E, a distance of 437.78 feet;
2. S29°06'12"W, a distance of 127.49 feet;
3. S87°59'31"W, a distance of 35.28 feet;
4. N00°32'25"W, a distance of 22.47 feet;
5. N73°36'24"W, a distance of 58.68 feet;
6. S80°57'20"W, a distance of 94.06 feet;
7. N10°08'42"W, a distance of 66.21 feet;
8. N60°16'54"W, a distance of 227.34 feet;
9. N30°37'50"E, a distance of 151.14 feet, to the **POINT OF BEGINNING**.

Containing 67,140 Sq. Ft, 1.541 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE–9A)



LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 2 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.5533
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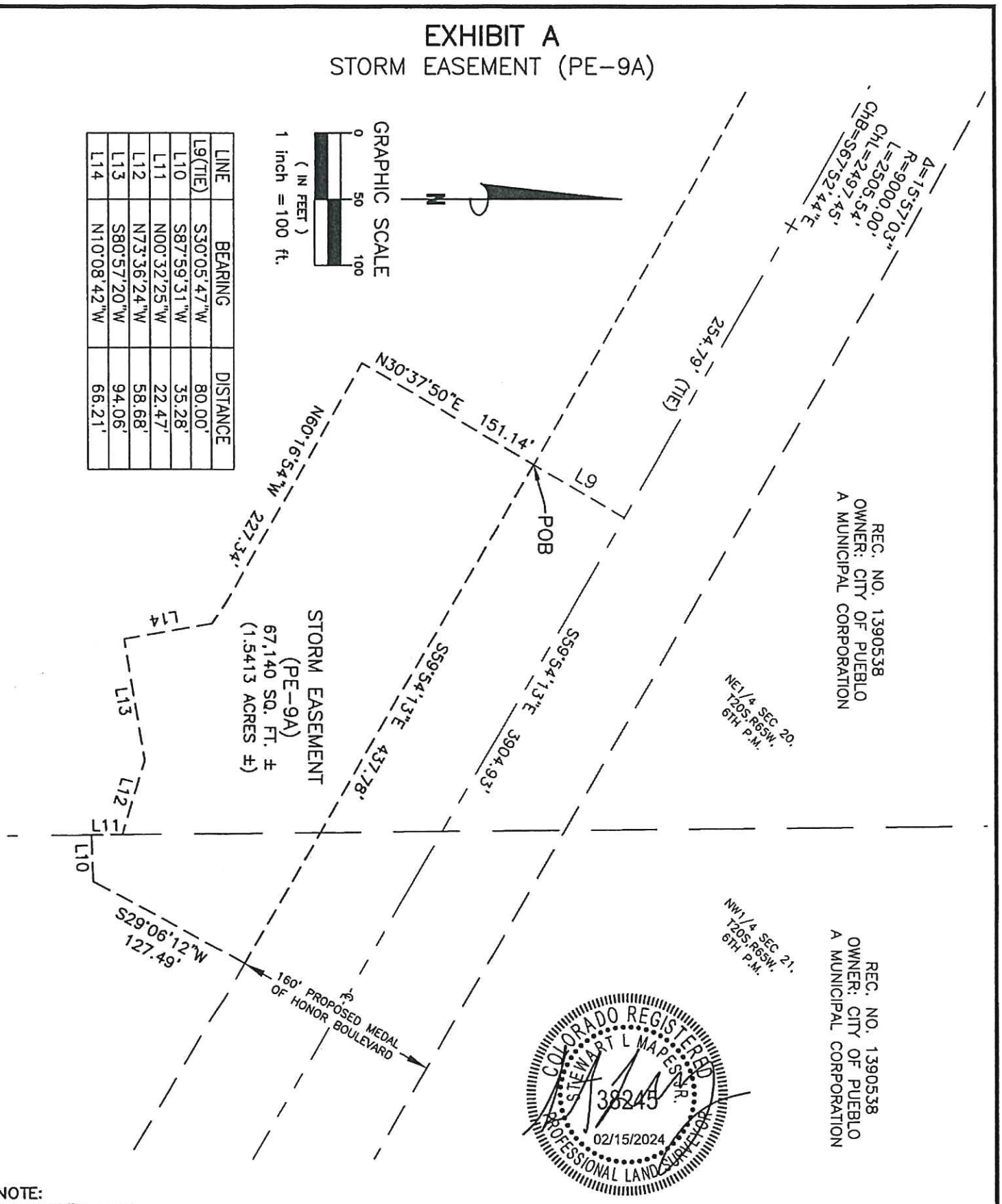
EXHIBIT A
STORM EASEMENT (PE–9A)



LINE	BEARING	DISTANCE
L9(TIE)	S30°05'47"W	80.00'
L10	S87°59'31"W	35.28'
L11	N00°32'25"W	22.47'
L12	N73°36'24"W	58.68'
L13	S80°57'20"W	94.06'
L14	N10°08'42"W	66.21'

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 3

Clark
177 S. Tiffany Dr. Pueblo West, Co. 81007 719.633.5533
www.clarkla.com

EXHIBIT A
STORM EASEMENT (PE-9D)

February 14, 2024

A portion of the parcels described in Bargain and Sale Deed, recorded July 2, 2001, as Reception No. 1390538, in the Official Public Records of Pueblo County, Colorado, also being a portion of the southwest 1/4, northwest 1/4, and the northeast 1/4 of Section 21, Township 20 South, Range 65 West, of the 6th Principal Meridian, Pueblo County, Colorado, being more particularly described as follows:

COMMENCING at the West Quarter Corner of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian; thence along the west line of said Section 18, S00°30'52"E (Bearings are relative to the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th Principal Meridian, monumented at the West Quarter Corner of said Section 18 by a 3-1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3-1/4" brass cap with illegible markings, flush with grade, measured to bear N89°51'59"E, a distance of 5243.79 feet), a distance of 1053.83 feet; thence leaving said west line, for the following ten (10) courses:

1. S89°59'05"E, a distance of 465.86 feet;
2. along the arc of a curve to the left, whose chord bears N86°35'10"E, having a chord length of 770.05 feet, a radius of 6437.00 feet, a delta angle of 6°51'30", a distance of 770.51 feet;
3. N83°09'25"E, a distance of 1,404.09 feet;
4. along the arc of a curve to the right, whose chord bears S79°13'02"E, having a chord length of 2366.08 feet, a radius of 3907.00 feet, a delta angle of 35°15'06", a distance of 2403.82 feet;
5. S61°35'29"E, a distance of 1,241.22 feet;
6. along the arc of a curve to the left, whose chord bears S68°43'22"E, having a chord length of 797.94 feet, a radius of 3213.69 feet, a delta angle of 14°15'47", a distance of 800.00 feet;
7. S75°51'15"E, a distance of 956.04 feet;
8. along the arc of a curve to the right, whose chord bears S67°52'44"E, having a chord length of 2497.45 feet, a radius of 9000.00', a delta angle of 15°57'03", a distance of 2505.54 feet;
9. S59°54'13", a distance of 3157.70 feet;
10. S30°05'47"W, a distance of 80.00 feet, to the **POINT OF BEGINNING**;

thence along the following eighteen (18) courses:

1. S59°54'13"E, a distance of 548.32 feet;
2. S30°05'47"W, a distance of 38.09 feet;
3. S89°24'02"W, a distance of 36.28 feet;
4. S00°32'06"E, a distance of 61.23 feet;
5. S30°05'47"W, a distance of 25.20 feet;
6. N59°54'13"W, a distance of 70.13 feet;
7. N30°05'47"E, a distance of 19.50 feet;
8. N59°54'13"W, a distance of 214.76 feet;

9. S30°05'47"W, a distance of 70.51 feet;
10. N59°54'13"W, a distance of 149.91 feet;
11. N30°05'47"E, a distance of 93.26 feet;
12. N54°21'32"W, a distance of 46.12 feet;
13. N34°11'34"E, a distance of 14.93 feet;
14. N59°54'11"W, a distance of 67.45 feet;
15. N30°05'49"E, a distance of 45.00 feet;
16. N59°54'11"W, a distance of 23.72 feet;
17. N75°05'47"E, a distance of 31.80 feet;
18. N30°05'47"E, a distance of 5.41 feet, to the **POINT OF BEGINNING.**

Containing 70,080 Sq. Ft, 1.610 Acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245

EXHIBIT A
STORM EASEMENT (PE-9D)

LINE	BEARING	DISTANCE
L1(TIE)	S00°30'52"E	1053.83'
L2	S89°59'05"E	465.86'
L3	N83°09'25"E	1404.09'
L4	S61°35'29"E	1241.22'
L5	S75°51'15"E	956.04'
L6	S59°54'13"E	3904.93'
L7	S59°54'13"E	1027.22'
L8	N90°00'00"E	252.42'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	6437.00'	770.51'	6°51'30"	N86°35'10"E	770.05'
C2	3907.00'	2403.82'	35°15'06"	S79°13'02"E	2366.08'
C3	3213.69'	800.00'	14°15'47"	S68°43'22"E	797.94'
C4	9000.00'	2505.54'	15°57'03"	S67°52'44"E	2497.45'
C5	1797.00'	943.93'	30°05'47"	S74°57'06"E	933.12'

POC
W1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" ALUMINUM CAP
"PLS 24684,"
FLUSH WITH GRADE

(TIE)

(BASIS OF BEARINGS)
N89°51'59"E 5243.79'

E1/4 CORNER
SEC 18, T20S, R65W,
3-1/4" BRASS CAP
ILLEGIBLE MARKINGS
FLUSH WITH GRADE

℄ OF 160' PROPOSED MEDAL OF HONOR BOULEVARD

STORM EASEMENT DETAIL
(SHEET 4)

GRAPHIC SCALE
0 1000 2000
(IN FEET)
1 inch =2000 ft.

N

COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 3 of 4

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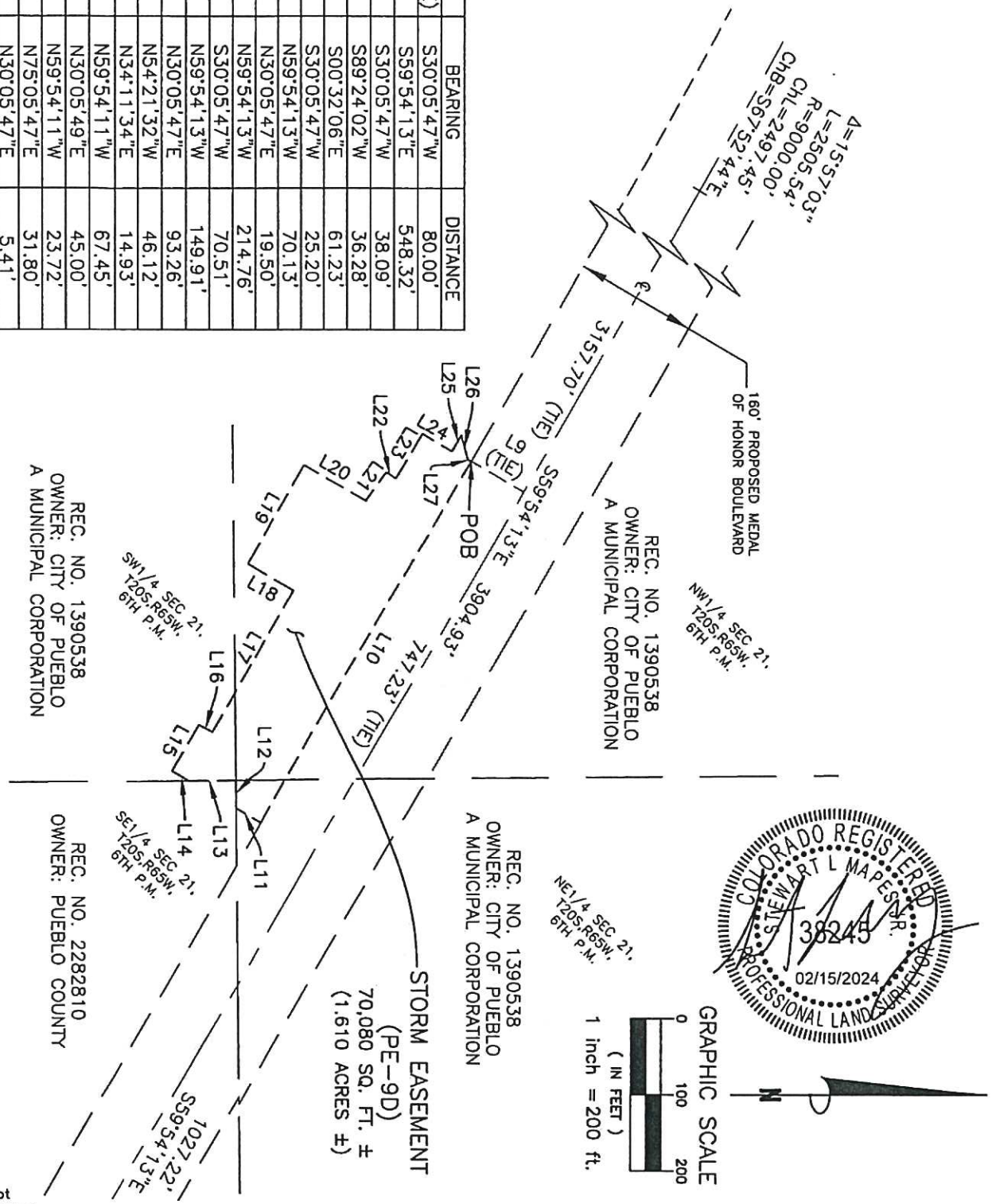
EXHIBIT A
STORM EASEMENT (PE–9D)

LINE	BEARING	DISTANCE
L9(TIE)	S30°05'47"W	80.00'
L10	S59°54'13"E	548.32'
L11	S30°05'47"W	38.09'
L12	S89°24'02"W	36.28'
L13	S00°32'06"E	61.23'
L14	S30°05'47"W	25.20'
L15	N59°54'13"W	70.13'
L16	N30°05'47"E	19.50'
L17	N59°54'13"W	214.76'
L18	S30°05'47"W	70.51'
L19	N59°54'13"W	149.91'
L20	N30°05'47"E	93.26'
L21	N54°21'32"W	46.12'
L22	N34°11'34"E	14.93'
L23	N59°54'11"W	67.45'
L24	N30°05'49"E	45.00'
L25	N59°54'11"W	23.72'
L26	N75°05'47"E	31.80'
L27	N30°05'47"E	5.41'



COLORADO REGISTERED
STEWART L MAPES JR.
38245
02/15/2024
PROFESSIONAL LAND SURVEYOR

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: NSG	Date: 02/14/2024
211562	Check: SLM	Sheet 4 of 4

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VICINITY MAP

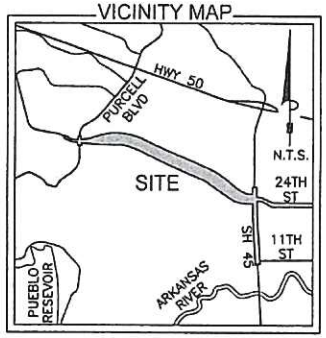

EXHIBIT B

SHEET NO:	INDEX OF SHEETS
1–2	Title Sheet
3	Key Map
4	Tabulation
5	Control Sheet
6–12	Plan Sheets
13	Detail Sheet

SURVEYOR'S NOTES:

1. Basis of Bearings: Bearings are based on the north line of the South Half of Section 18, Township 20 South, Range 65 West, of the 6th P.M., monumented at the West Quarter Corner of said Section 18 by a 3–1/4" aluminum cap stamped "PLS 24684," flush with grade and at the East Quarter Corner of said Section 18 by a 3–1/4" brass cap with illegible markings, flush with grade, having a measured bearing and distance of N89°51'59"E, a distance of 5243.79 feet.
2. Basis of Elevations: Elevations are based on (NAVD 88).
3. Coordinate Datum: Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503), Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
4. This Land Survey Control Diagram is not a boundary survey of the adjoining property and is prepared for the Pueblo County, Colorado purposes only. No determination has been made to determine if the found monuments as shown are in their proper position or if they are at the corners they are intended to monument.
5. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record. The client did not wish for easements and rights of way researched or shown. This survey does not take into consideration additional facts that an accurate and correct title search might disclose including, but not limited to, descriptions contained in deeds for adjacent properties.
4. Survey is relative to modified Colorado State Plane Coordinate System, South Zone (0503), Combined scale factor of 1.000256091277. Scaling is based on Site Benchmark.
6. Field work for this survey was completed on March 29, 2022.
7. The owner names and tax parcel data shown hereon are based upon the public records available at the original date of this survey. Current ownership and tax parcel data should be verified for accuracy.
8. Substantial snow cover existed on the site at the time of this survey. Visible improvements shown hereon are subject to these limitations.
9. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 149, Page 81, blanket in nature.
10. Properties are subject to Reservations contained in the Patent recorded June 30, 1982 in Book 91, Page 84, blanket in nature.
11. Properties are subject to Reservations contained in the Patent recorded June 23, 1888 in Book 61, Page 275, blanket in nature.
12. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 322, blanket in nature.

SURVEYOR'S NOTES:

13. Properties are subject to Reservations contained in the Patent recorded December 19, 1892 in Book 91, Page 325, blanket in nature.
14. Properties are subject to Reservations contained in the Patent recorded June 15, 1982 in Book 91, Page 269, blanket in nature.
15. Properties are subject to Reservations contained in the Patent recorded February 13, 1897 in Book 183, Page 387, blanket in nature.
16. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded November 11, 1956 in Book 1313, Page 595, approximate location as shown heron.
17. Properties are subject to Right–of–Way. Wether in fee or easement only granted to the United States of America recorded June 30, 1982 in Book 91, Page 84.
18. Properties are subject to the the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded March 27, 1972 in Book 1713, Page 85, blanket in nature.
Note: Supplemental Trust Indenture from Southern Colorado Power Company Trustee, dated November 1, 1957 and recorded December 9, 1958 in Book 1344 Page 1.
19. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed as set forth recorded March 25, 1979 in Book 1978, Page 447, approximate location as shown heron.
20. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Contract and Grant of Surge Tank, Temporary Access Road, Temporary Construction, and Water Pipeline Right–of–Way Easement as set forth recorded April 23, 1979 in Book 1982, Page 22, approximate location as shown heron.
21. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Agreement as set forth recorded May 10, 1979 in Book 1984, Page 866, approximate location as shown heron.
22. Properties are subject to the map of Fountain Valley Conduit recorded September 25, 1981 in Book 2087, Page 810, no description.
23. Properties are subject to the Easement, weather in fee or easement only to Pueblo West Metropolitan District, a municipal corporation recorded September 19, 1998 at Reception No. 1239581, approximate location as shown heron.
24. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Deed of Conversation Easement Honor Farm Open Space & Park Parcels City of Pueblo as set fourth recorded July 2, 2001 at reception No. 1390542, blanket in nature.

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Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

RIGHT-OF-WAY PLAN
TITLE SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 1 of 13

SURVEYOR'S NOTES:

25. Properties are subject to the Easements(s) for the Purpose(s) shown below and rights incidental thereto, granted in a document recorded September 18, 2003 at Reception No. 1526546, approximate location as shown heron.

26. Properties are subject to the effect of the inclusion of subject property within Pueblo County Conservation District as evidence by the Order Approving the Amended Official Plan for Pueblo County Conservation District as set forth recorded August 1, 2007 at Reception No. 1736292, blanket in nature.

27. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Permanent Easement Agreement as set forth recorded January 3, 2012 at Reception No. 1895184, approximate location as shown heron.

28. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as set forth recorded January 20, 2012 at reception No. 1896813, approximate location as shown heron.

29. Properties are subject to the terms, conditions, provisions, agreements and obligations contained in the Memorandum of Solar Energy and Energy Storage Lease Agreement as set forth recorded March 28, 2022 at reception No. 2270323, blanket in nature.

SURVEYOR'S STATEMENT:

On the basis of my knowledge, information and belief, I hereby state and declare that this drawing was prepared under my direct supervision to the standard of care of surveyors practicing in the State of Colorado and that the information shown hereon is true and correct to the best of my knowledge and belief.

This statement is neither a warranty nor a guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

EXHIBIT B

RIGHT-OF-WAY PLAN
TITLE SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022	Sheet 2 of 13
	Checked By: SLM		

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RIGHT-OF-WAY PLAN
KEY MAP & TABULATION

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022	Sheet 3 of 13	Checked By: SLM

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EXHIBIT B
tabbies

LEGEND

- FOUND MONUMENT (ALIQUOT)
- FOUND CONTROL POINT
- SET CONTROL POINT
- FOUND MONUMENT (AS NOTED)
- NO. 3 REBAR AT GRADE LEVEL
- SET MONUMENT (AS NOTED)
- MAILBOX
- BOLLARD
- SIGN
- CHAIN LINK FENCE
- BARBWIRE FENCE
- WOOD FENCE
- GUARD RAIL
- CONCRETE AREA

SHEET KEY MAP

GRAPHIC SCALE
0 1000 2000
(IN FEET)
1 inch =2000 ft.

EXHIBIT B

RIGHT OF WAY TABULATION OF PROPERTIES

PARCEL NO.	OWNER	LOCATION	LOT/BLOCK SUBDIVISION	RECORDING INFO	AREA IN ACRES	AREA IN SQUARE FEET	REMAINDER IN ACRES			
							NORTH	EAST	SOUTH	WEST
ROW-1	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 28, BLOCK 5 TRACT 383 PUEBLO WEST	REC. NO. 2294587	0.381	16,594	0.932	-	-	-
ROW-2	PUEBLO COUNTY	SW1/4, SEC. 13, T13N, R66W	LOT 24, BLOCK 3 TRACT 341 PUEBLO WEST	REC. NO. 2284826	0.295	12,834	-	-	0.115	-
ROW-3	PUEBLO WEST METRO DISTRICT	SW1/4, SEC. 13, T13N, R66W	PARCEL F TRACT 341 PUEBLO WEST 50' BUFFER TRACT 383 PUEBLO WEST	REC. NO. 994620	0.244	10,611	6.568	-	2.901	-
ROW-4	CITY OF PUEBLO A MUNICIPAL CORPORATION	SEC. 13, T13N, R66W SEC. 17, 18, 20, 21, T13N, R65W	N/A	N/A	53.084	2,312,322	530.597	-	1289.709	-
ROW-5	PUEBLO COUNTY	SW1/4, SEC. 21, T13N, R65W	N/A	REC. NO. 2282810	7.657	333,536	20.708	-	41.313	-
L-PE-1	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/4 SEC. 18, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.649	71,813	-	-	-	-
PE-6A	CITY OF PUEBLO A MUNICIPAL CORPORATION	SW1/2 SEC. 17, N1/2 SEC. 20, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	0.816	35,526	-	-	-	-
PE-9A	CITY OF PUEBLO A MUNICIPAL CORPORATION	NE1/4 SEC. 20, NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.541	67,140	-	-	-	-
PE-9	CITY OF PUEBLO A MUNICIPAL CORPORATION	NW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	2.717	118,369	-	-	-	-
PE-9D	CITY OF PUEBLO A MUNICIPAL CORPORATION	N1/2 SEC. 21, SW1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 1390538	1.610	70,080	-	-	-	-
PE-11	PUEBLO COUNTY	SE1/4 SEC. 21, T20S, R65W	N/A	PORTION OF REC. NO. 2282810	0.025	1,111	-	-	-	-

RIGHT-OF-WAY PLAN
KEY MAP & TABULATION
A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project 211562 | Drawn By: DWC | Date: 1/18/2022 | Sheet 4 of 13 | Checked By: SLM

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CONTROL DIAGRAM

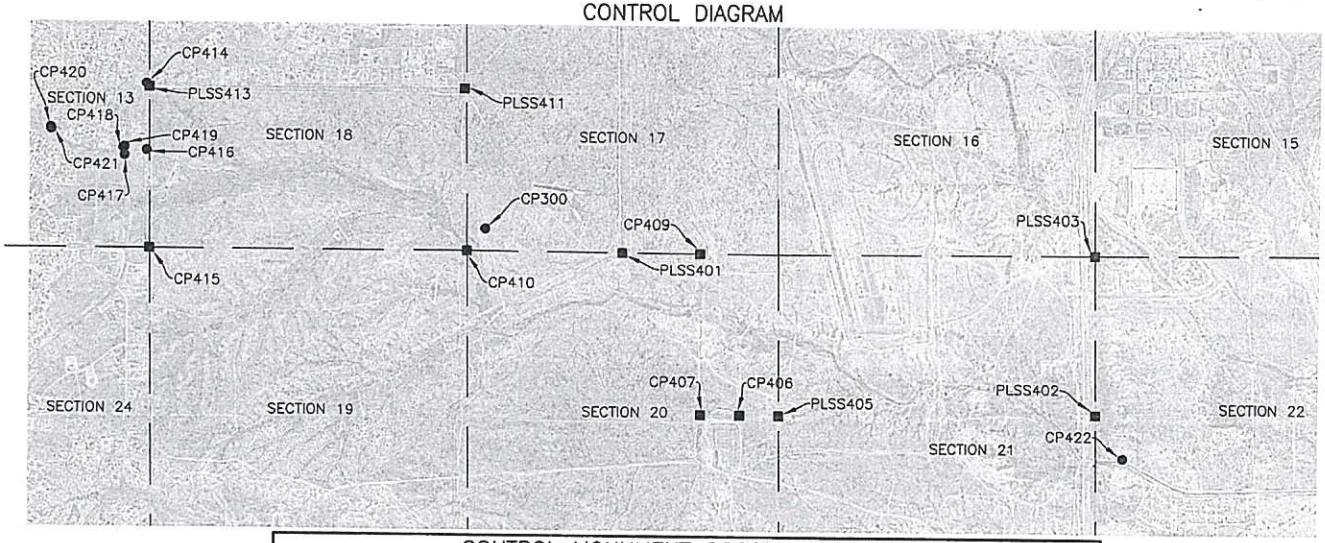

EXHIBIT B

GRAPHIC SCALE
0 1000 2000
(IN FEET)
1 inch =2000 ft.

CONTROL MONUMENT COORDINATE TABLE

Point No.	Northing (usft)	Easting (usft)	Elevation (usft)	Description
PLSS401	1596373.64	3232353.39	4962.35'	2" Brass Cap Flush With Grade PLS No. 33200 S1/4 Section of 17 and 20
PLSS413	1599031.54	3224459.78	5103.35'	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	1593705.27	3234973.32	4916.32'	3" Brass Cap in Concrete PLS No. 33200, 1/4 Section of 20 and 21
PLSS403	1596387.45	3240216.58	4825.21'	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	1593760.38	3240241.51	4833.92'	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	1599043.77	3229704.77	5027.97'	3 1/4" Brass Cap 1/4 Section of 18 and 17
CP420	1598361.01	3222825.02	5138.11'	Bent No. 5 Rebar 0.2' Below Grade
CP421	1598333.91	3222833.14	5138.49'	No. 3 Rebar Flush With Grade
CP419	1598047.69	3224051.67	5116.22'	No. 3 Rebar Flush With Grade
CP418	1598027.68	3224031.47	5117.15'	No. 3 Rebar 0.5' Below Grade
CP417	1597906.56	3224052.50	5116.30'	No. 3 Rebar Flush With Grade
CP416	1597993.05	3224419.45	5109.11'	No. 3 Rebar Flush With Grade
CP414	1599081.27	3224408.93	5105.25'	No. 3 Rebar Flush With Grade
CP422	1593039.96	3240700.96	4826.50'	No. 4 Rebar
CP406	1593706.38	3234322.55	4933.15'	Axle Flush W/ Grade and Broken Alum Cap, PLS No. 33200
CP409	1596366.02	3233648.68	4941.92'	Tack In Lead Plug In 6" X 6" CONC Flush With Grade
CP415	1596383.24	3224483.90	5121.54'	"+" In 6" X 6" Concrete 0.2' Below Grade
CP410	1596388.62	3229766.31	4994.08'	Aluminum Cap "Trico" 7168 In Conc Flush W/ Grade
CP407	1593708.49	3233673.62	4938.17'	Axle Flush W/ Grade, Aluminum Cap
CP300	1596738.77	3230065.24	5034.46'	No. 5 Rebar Flush With Grade

GEODETIC COORDINATE TABLE

Point No.	GEODETIC COORDINATES (NAD-83)		Elip Height (M)	Ortho Height (NAVD88)(M)	Grid Scale Factor	(NAD 83) SP ZONE (0503)		Description
	Latitude (N)	Longitude (W)				SP Northing (M)	SP Easting (M)	
PLSS401	38°18'06.16854"	104°41'25.15113"	1493.625	1512.527	1.000256091277	486575.659	985223.284	2" Brass Cap Flush With Grade PLS No. 33200 S1/4 Section of 17 and 20
PLSS413	38°18'33.10698"	104°43'03.89171"	1536.739	1555.504	1.000256091277	487385.788	982817.307	3 1/4" Aluminum Cap PLS No. 24684 1/4 Section of Section 13 and 18
PLSS405	38°17'39.5657"	104°40'52.5795"	1479.546	1498.497	1.000256091277	485762.337	986021.839	3" Brass Cap in Concrete PLS No. 33200, 1/4 Section of 20 and 21
PLSS403	38°18'05.6199"	104°39'46.5119"	1451.702	1470.726	1.000256091277	486579.867	987619.988	3 1/2" Brass Cap Corner Section of 15, 16, 21 and 22
PLSS402	38°17'39.6489"	104°39'46.4945"	1454.35	1473.381	1.000256091277	485779.135	987627.587	3 1/2" Brass Cap Flush With Grade 1/4 Section of 21 and 22
PLSS411	38°18'32.7886"	104°41'58.0891"	1513.675	1532.528	1.000256091277	487389.515	984415.982	3 1/4" Brass Cap 1/4 Section of 18 and 17

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RIGHT-OF-WAY PLAN
CONTROL SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562 | Drawn By: DWC | Date: 1/18/2022 | Checked By: SLM | Sheet 5 of 13

RIGHT-OF-WAY PLAN
PLAN SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Project No. 21562
Drawn By: DWC
Date: 1/18/2022
Checked By: SLM
Sheet 6 of 13
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
Clark Land Surveying, Inc
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EXHIBIT B
tabbies
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200
100
0
200
KEY MAP
N.T.S.
N
(BASIS OF BEARINGS)
N89°51'59"E 5243.79'
REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
SANITARY SEWER EASEMENT
(RECEPTION NO. 1526546)
L-PE-1
MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO.
L-ROW-4
CHB=N86°35'10"E
CHL=770.05'
Δ=6°51'30"
R=6437.00'
L=770.51'
REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
SANITARY SEWER EASEMENT
(RECEPTION NO. 1239581)
RAW LAND
T20S, S1/2 SEC 18, R65W, 6TH P.M.
50' BUFFER STRIP
TRACT 383
PUEBLO WEST
OWNER: PUEBLO WEST
METRO DISTRICT
160'
S89°59'05"E
465.86'
DIRT ROAD (TYP.)
PARCEL F
TRACT 341
PUEBLO WEST
OWNER: PUEBLO WEST
METRO DISTRICT
PLS5413
SEC 18
973.82' (TIE)
1053.83' (TIE)
S00°30'52"E 2647.44'
1053.83' (TIE)
CP415
SEE DETAIL 13
PURCELL BLVD.
(PUBLIC R.O.W. VARIES)
(REC. NO. 1834163)
T20S, R66W, 6TH P.M.
S1/4 SEC 13,
NO. 3 REBAR 0.5' BELOW GRADE
JOE MARTINEZ BLVD.
(100' PUBLIC R.O.W.)
(REC. NO. 390171)

RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022	Sheet 7 of 13
	Checked By: SLM		

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EXHIBIT B

KEY MAP
N.T.S.

(BASIS OF BEARINGS)
N89°51'59"E 5243.79'

PLSS 4/1

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

DIRT ROAD (TYP.)

MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO. _____)

RAW LAND

CHB=S79°13'02"E
CHL=2366.08'
Δ=35°15'06"
R=3907.00'
L=2403.82'

160'

ROW-4

N83°09'25"E
1404.09'

S1/2 SEC 18,
T20S, R65W, 6TH P.M.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

N

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200 0 100 200

RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022	Sheet 8 of 13	Checked By: SLM

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EXHIBIT B

NORTH LINE OF MANAGEMENT AGREEMENT AREA (RESOLUTION NO. 13374)

WEST LINE OF MANAGEMENT AGREEMENT AREA (RESOLUTION NO. 13374)

REC. NO. 1390538 OWNER: CITY OF PUEBLO A MUNICIPAL CORPORATION

EDGE OF ASPHALT (TYP.)

CHB=S68°43'22"E
CHL=797.94'
Δ=14°15'47"
R=3213.69'
L=800.00'

REC. NO. 1390538 OWNER: CITY OF PUEBLO A MUNICIPAL CORPORATION

RAW LAND

SOUTH LINE OF MANAGEMENT AGREEMENT AREA (RESOLUTION NO. 13374)

T20S, R65W, 6TH P.M. S1/2 SEC 17

MEDAL OF HONOR BLVD. (160' PUBLIC R.O.W.) (REC. NO.)

ROW-4

S61°35'29"E
1241.22'

DIRT ROAD (TYP.)

40' ROADWAY EASEMENT TO SKY CORAL (RESOLUTION NO. 13374)

160'

CHB=S79°13'02"E
CHL=2366.08'
Δ=35°15'06"
R=3907.00'
L=2403.82'

REC. NO. 1390538 OWNER: CITY OF PUEBLO A MUNICIPAL CORPORATION

ELECTRIC EASEMENT (BOOK 1978, PAGE 447) (BOOK 1984, PAGE 866)

T20S, R65W, 6TH P.M. S1/2 SEC 18

REC. NO. 1390538 OWNER: CITY OF PUEBLO A MUNICIPAL CORPORATION

KEY MAP

N.T.S.

GRAPHIC SCALE

200 0 100 200

(IN FEET)
1 inch = 200 ft.

RIGHT-OF-WAY PLAN
PLAN SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Project 21562
No.
Drawn By: DWC
Checked By: SLM
Date: 1/18/2022
Sheet 9 of 13
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
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EXHIBIT B
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200 0 100 200
KEY MAP
N.T.S.
MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO. _____)
ROW-4
160'
PE-6A
TACK IN LEAD PLUG IN 6" x 6" CONC FLUSH W/ GRADE
(PLSS401) 2" BRASS CAP AT GRADE LEVEL ACCEPTED AS 1/4 CORNER OF SECTION 17 AND SECTION 20
CHB=S67°52'44"E
CHL=2497.45'
Δ=15°57'03"
R=9000.00'
L=2505.54'
S67°52'44"E 2497.45'
S75°51'15"E
956.04'
CHB=S68°43'22"E
CHL=797.94'
Δ=14°15'47"
R=3213.69'
L=800.00'
DIRT ROAD (TYP.)
RAW LAND
ACCESS & UTILITY EASEMENT
(REC. NO. 1895184)
REC. NO. 2024227
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
T20S, R65W, 6TH P.M.
S1/2 SEC 17
EAST LINE OF MANAGEMENT AGREEMENT AREA
(RESOLUTION NO. 13374)
T20S, R65W, 6TH P.M.
N1/2 SEC 20
SOUTH LINE OF MANAGEMENT AGREEMENT AREA
(RESOLUTION NO. 13374)
RAW WATER EASEMENT
(REC. NO. 1896813)
WATER EASEMENT
(BOOK 1982, PAGE 22)

RIGHT-OF-WAY PLAN
PLAN SHEET
A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO
Project No. 211562
Drawn By: DWC
Date: 1/18/2022
Checked By: SLM
Sheet 10 of 13
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
Clark Land Surveying, Inc
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EXHIBIT B
KEY MAP
N.T.S.
MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO.)
S59°54'13"E
3904.93'
ROW-4
PE-9A
160'
45'
CHB=S67°52'44"E
CHL=2497.45'
Δ=15°57'03"
R=9000.00'
L=2505.54'
RAW LAND
DIRT ROAD (TYP.)
REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
REC. NO. 2152392
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION
T20S, R65W, 6TH P.M.
N1/2 SEC 21,
T20S, R65W, 6TH P.M.
N1/2 SEC 20,
T20S, R65W, 6TH P.M.
S1/2 SEC 17,
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200
100
0
200

RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND
S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M.,
PUEBLO COUNTY, STATE OF COLORADO

Project No. 21562	Drawn By: DWC	Date: 1/18/2022	Sheet 11 of 13	Checked By: SLM

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EXHIBIT B

KEY MAP
N.T.S.

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

DIRT ROAD (TYP.)

ROW-5

S59°54'13"E
1027.22'

150'

PE-11

160'

UTILITY EASEMENT
(BOOK 1313, PAGE 595)

PE-10

PE-9

DIRT ROAD (TYP.)

OWNER: CITY OF PUEBLO
PO BOX 1427 PUEBLO
COLORADO

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

MEDAL OF HONOR BLVD.
(160' PUBLIC R.O.W.)
(REC. NO.)

DIRT ROAD (TYP.)

T20S, S1/2 SEC 21, 6TH P.M.

ROW-4

T20S, R65W, 6TH P.M.
N1/2 SEC 21,

160'

S59°54'13"E
3904.93'

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200 100 0 200

RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project 211562	Drawn By: DWC	Date: 1/18/2022	Sheet 12 of 13	Checked By: SLM

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EXHIBIT B

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
200 100 0 200

N

KEY MAP
N.T.S.

PLSS 403

S00°32'37"E 2627.18' (TIE)

S00°36'50"E 782.16' (TIE)

PLSS 402

PUEBLO BOULEVARD
(COLORADO STATE HWY 45)
(PUBLIC R.O.W. VARIES)
((FEDERAL AID PROJECT NO. US 0045(4))

N90°00'00"W 331.39' (TIE)

N90°00'00"E 252.42'

EDGE OF DIRT (TYP.)

CHB=S74°57'06"E
CHL=933.12'
Δ=30°05'47"
R=1797.00'
L=943.93'

REC. NO. 2020434
OWNER: H M C D
INVESTMENTS LLC

REC. NO. 2282810
OWNER: PUEBLO COUNTY

N1/2 SEC 21, T20S, R65W, 6TH P.M.

S1/2 SEC 21, T20S, R65W, 6TH P.M.

N89°24'02"E 2365.41' (TIE)

RAW LAND

150'

MEDAL OF HONOR BLVD.
(150' PUBLIC R.O.W.)
(REC. NO. _____)

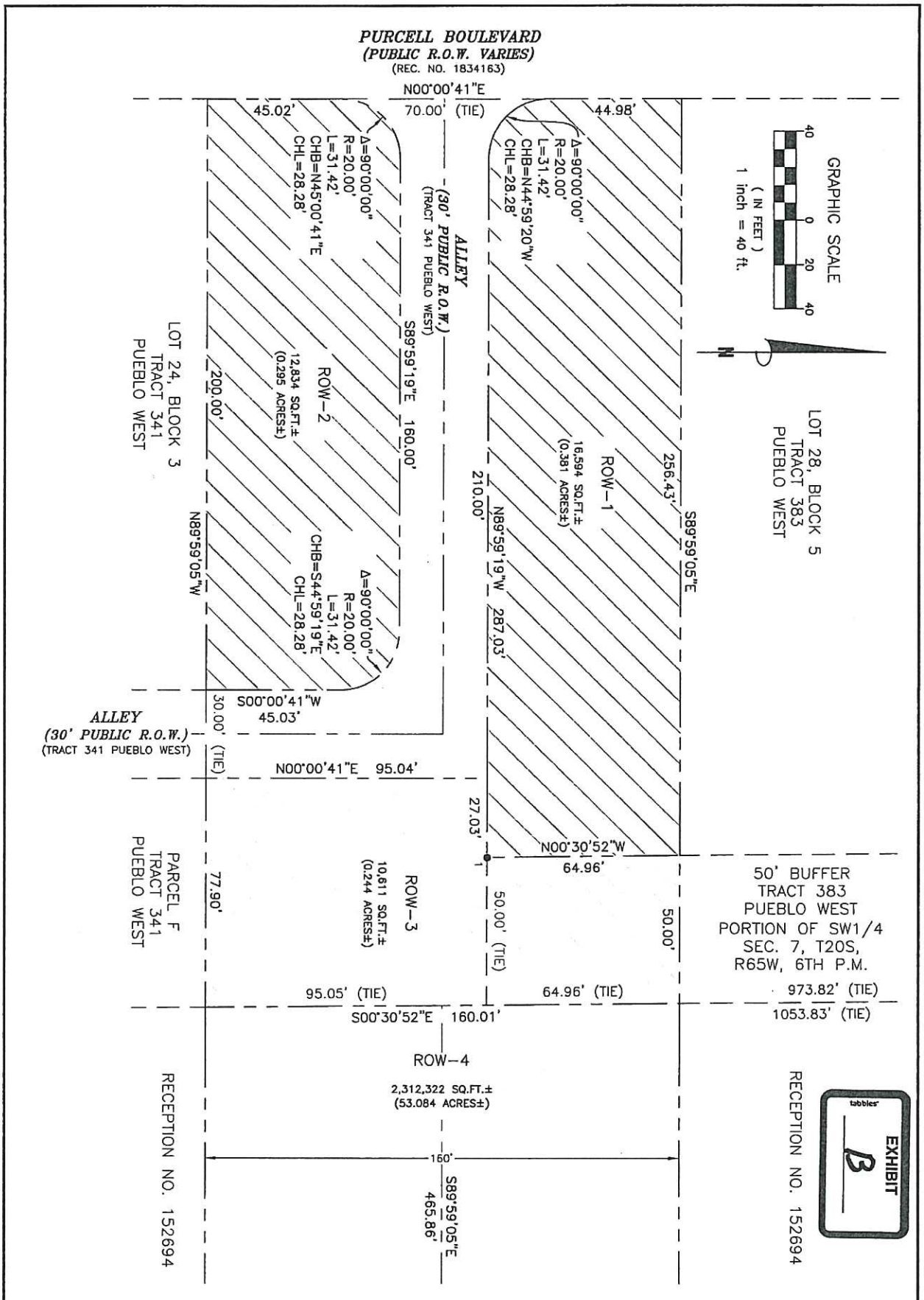
S59°54'13"E 1027.22'

ROW-5

DIRT ROAD (TYP.)

REC. NO. 1390538
OWNER: CITY OF PUEBLO
A MUNICIPAL CORPORATION

REC. NO. 2282810
OWNER: PUEBLO COUNTY



RIGHT-OF-WAY PLAN
PLAN SHEET

A PORTION OF S13, T20S, R66W, 6TH P.M. AND S17, S18, S20, S21, T20S, R65W, OF THE 6TH P.M., PUEBLO COUNTY, STATE OF COLORADO

Project No. 211562	Drawn By: DWC	Date: 1/18/2022
	Checked By: SLM	Sheet 13 of 13

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EXHIBIT C - WIRE FENCES AND GATES (CDOT STD. M-607-1)

GENERAL NOTES

1. ALL MATERIAL DIMENSIONS AND WEIGHTS ON THIS STANDARD ARE NOMINAL UNLESS OTHERWISE INDICATED.
2. AT EACH LOCATION WHERE AN ELECTRIC TRANSMISSION, DISTRIBUTION OR SECONDARY LINE CROSSES A WOOD POST FENCE, THE CONTRACTOR SHALL FURNISH AND INSTALL A GROUND CONFORMING TO ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE. THE GROUND ROD SHALL BE A MINIMUM DIAMETER OF ½ IN. AND 8 FT. IN LENGTH, AND DRIVEN AT LEAST 7½ FT. INTO THE GROUND. THE ROD SHALL BE CONNECTED TO EACH WIRE WITH A MINIMUM AWG NO. 8 STRANDED COPPER WIRE. GROUNDING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

   A METAL LINE POST SHALL BE INSTALLED A MAXIMUM OF EVERY 500 FT. ALONG A WOOD POST FENCE. THE METAL POST SHALL BE WITHIN 1 FT. OF THE NEAREST WOOD POST, AND SHALL BE TIED TO EACH STRAND WITH A WIRE CLAMP.
3. DIMENSIONS SHOWN FOR "STANDARD" AND "ALTERNATIVE" APPLY FOR BOTH WOOD AND METAL POST FENCE.
4. FENCE WIRE SHALL BE ENDED, DOUBLE WRAPPED AND TIED OFF AT END POSTS, ANGLE POSTS AND LINE BRACE POSTS. FENCE TO BE CONTINUED SHALL THEN BE RESTARTED IN THE SAME MANNER.
5. FENCE WIRE SHALL BE PLACED ON EITHER ROAD OR FIELD SIDE OF POSTS, DEPENDING ON LOCAL CONDITIONS, i.e. ON CURVES, THE WIRE SHALL BE PLACED ON THE SIDE OF THE POST WHICH WILL RESULT IN THE LEAST TENSION ON FENCE TIES. THIS WILL ALSO APPLY WHERE WIND DRIFT, TUMBLE WEEDS OR OTHER CONDITIONS WOULD EXERT UNUSUAL PRESSURE AGAINST THE WIRE. WHERE POSSIBLE, WIRE SHOULD BE PLACED ON THE LIVESTOCK SIDE OF THE POSTS.
6. WHERE STEEL POSTS ARE SPECIFIED, EVERY FIFTH POST SHALL BE WOOD, WHEN SPECIFIED ON THE PLANS.
7. RIGHT OF WAY FENCES SHALL BE CONSTRUCTED APPROXIMATELY 6 IN. INSIDE THE BOUNDARY OF THE RIGHT OF WAY AS SHOWN ON THE PLANS, OR AS STAKED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING DISTURBED OR DESTROYED SURVEY MONUMENTS TO THE APPROPRIATE ACCURACY IN ACCORDANCE WITH SUBSECTION 625.08 OF THE STANDARD SPECIFICATIONS.

WOOD POSTS:

ALL LINE POSTS SHALL HAVE A MINIMUM DIAMETER OF 4 IN. AND BE A MINIMUM OF 6 FT.-0 IN. LONG.

ALL END, CORNER, INTERSECTION AND BRACE POSTS SHALL HAVE A MINIMUM DIAMETER OF 5 IN. AND BE 7 FT. IN LENGTH.

WOOD POSTS HAVING NONUNIFORM CROSS SECTION SHALL BE SET WITH THE LARGER DIAMETER END IN THE GROUND.

FENCE WIRE SHALL BE STAPLED TO WOOD POSTS OR TIED TO METAL POSTS AS SHOWN MARKED + ON BARBED WIRE OR COMBINATION WIRE FENCE DETAILS. STAPLES SHALL BE NO. 9 WIRE MINIMUM, AND AT LEAST 1½ IN. LONG.

METAL POSTS:

ALL POSTS AND BRACES SHALL BE THE TYPES AND WEIGHTS SHOWN OR ACCEPTABLE EQUIVALENTS, AND SHALL BE IN ACCORDANCE WITH AASHTO M 281. HOLES SHALL BE PROVIDED IN END, CORNER, AND GATE POSTS AS DETAILED.

CORNER AND LINE BRACE POSTS:

TYPE: 2½ IN. x 2½ IN. x ¼ IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
LENGTH: 6 FT.-6 IN. MIN.
NUMBER OF BRACES: TWO

LINE POSTS:

TYPE: "STUDDED TEE" OR "U"
WEIGHT: 1.33 LBS./LIN. FT. (WITHOUT ANCHOR)
LENGTH: 6 FT.-0 IN. MINIMUM
ANCHOR: SECURELY FASTENED, WITH BEARING SURFACE SUFFICIENT TO RESIST MOVEMENT OF POST. WEIGHT: 0.67 LB.

METAL END POSTS AND GATE POSTS:

TYPE: 2½ IN. x 2½ IN. x ¼ IN. STRUCTURAL STEEL ANGLES
WEIGHT: 4.10 LBS./LIN. FT.
NUMBER OF BRACES: ONE
LENGTH: END, 6 FT.-6 IN. MINIMUM. PANEL GATE, 7 FT.-0 IN. MINIMUM.

BRACES: (FOR CORNER, END OR LINE BRACE POSTS)

TYPE: 2 IN. x 2 IN. x ¼ IN. STRUCTURAL STEEL ANGLES
WEIGHT: 3.19 LBS./LIN. FT.
LENGTH: SAME AS CORNER AND END POSTS USED.

FOOTINGS OR BASES:

CONCRETE SHALL BE CLASS B.
CONCRETE WITH LIGHTWEIGHT AGGREGATES CONFORMING TO AASHTO M 195 (ASTM C 330) WILL BE PERMITTED.

ALTERNATIVES: (CONTRACTOR'S OPTION)

END, CORNER AND LINE BRACE POSTS

TYPE	I.D.	O.D.	WEIGHT	WALL THICKNESS
	INCHES	INCHES	LB/FT.	INCHES
1. STD. GALV. PIPE	2½	2⅞	5.79 ± 5%	0.203
2. H.S. COLD ROLLED PIPE	2½	2⅞ ± 0.16	4.64 ± 5%	0.160 ± 5%

LENGTHS SHALL BE 6 FT.-6 IN. MINIMUM

BRACES:

TYPE: 1⅜ IN. O.D. TUBULAR STEEL WITH 2½ IN. BRACE BAND, HINGE BOLT AND 1⅜ IN. I.D. RAIL END; ALL GALVANIZED.
WEIGHT: 16 LBS/LIN. FT. ± 5%
LENGTH: 6 FT.-6 IN. MINIMUM.

BARBED WIRE:

ZINC-COATED STEEL BARBED WIRE SHALL CONFORM TO AASHTO M 280, (ASTM A 121), 12-1/2 GAGE WITH CLASS I COATING, OR ALUMINUM-COATED STEEL BARBED WIRE CONFORMING TO ASTM A 585 TYPE 1.

WOVEN WIRE MESH:

WOVEN WIRE USED IN COMBINATION WIRE FENCE SHALL BE GALVANIZED AND CONFORM TO AASHTO M 279, (ASTM A 116) COATING CLASS 1, AND THE FOLLOWING:

STANDARD WOVEN WIRE FIELD FENCE, STYLE OR DESIGN NO.	ALTERNATIVE 4 IN. X 4 IN. WIRE "V" MESH
832-6-11* 32 IN. WIDTH 0.65 LBS/LIN.FT.	34 IN. WIDTH - 0.75 LBS/LIN.FT.
726-6-11* 26 IN. WIDTH 0.55 LBS/LIN.FT.	26 IN. WIDTH - 0.54 LBS/LIN.FT.
	CROSS WIRES-1 STRAND-14-½ GAGE MIN. HORIZONTAL-2 STRAND-12-½ GAGE

* 12-½ GAGE WOVEN WIRE FENCE FABRIC (832-6-12-½ OR 726-6-12-½) MAY BE USED WHEN SPECIFIED IN THE CONTRACT.

ALL FENCE WIRE TIES, CLIPS, CLAMPS, STAPLES AND OTHER WIRE APPURTENANCES SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 232.

DRIVEWAY GATES (SINGLE):

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 90 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.
GATE FRAME: 1 IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL WELDED CONSTRUCTION.

WOVEN WIRE SHALL ENCLOSE THE GATE FRAME AS SHOWN AND SHALL BE THE SAME WOVEN WIRE DESIGN AS THE FENCE, OR AS APPROVED BY THE ENGINEER.

ALTERNATIVE DRIVEWAY GATES (SINGLE PANEL):

WEIGHT: GALVANIZED STEEL, 75 LBS.
HEIGHT: APPROXIMATELY 42 IN. (5 PANELS),
WIDTH OF GATE OPENING: 16 FT.-0 IN. MINIMUM TO 20 FT.-0 IN. MAXIMUM.

GATES SHALL BE OF RIVETED CONSTRUCTION AS FOLLOWS:
MINIMUM FOUR NO. 10 RIVETS AT EACH RIGHT ANGLE CONNECTION AND WHERE DIAGONAL BRACES CONNECT TO HORIZONTAL PANELS.

MINIMUM THREE NO. 10 RIVETS WHERE DIAGONAL BRACES CONNECT TO TOP AND BOTTOM PANELS.

WALK GATES:

HEIGHT: APPROXIMATELY 42 IN. (5 PANELS)
WEIGHT: GALVANIZED STEEL, 16 LBS.; TEMPERED ALUMINUM, 10 LBS.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.

ALTERNATIVE WALK GATES:

HEIGHT: 42 IN.
WEIGHT: NOT LESS THAN 18 LBS. COMPLETE WITH LATCH AND HINGES.
WIDTH OF GATE OPENING: 3 FT.-0 IN. MINIMUM.
GATE FRAME: ¾ IN. I.D. STANDARD GALVANIZED PIPE OR ACCEPTABLE EQUIVALENT AND SHALL BE OF ALL-WELDED CONSTRUCTION.

WOVEN WIRE SHALL BE OF THE SAME CONSTRUCTION DESIGNATED FOR DRIVEWAY GATE.

ALTERNATIVE EQUIVALENT STANDARD METAL GATES OTHER THAN SHOWN WILL BE ACCEPTABLE SUBJECT TO THE ENGINEER'S APPROVAL.

IN LIEU OF GALVANIZED FINISH ON GATE FRAMES, CADMIUM-PLATED PIPE OR ALUMINUM PAINTING WILL BE ACCEPTED.

LATCHES AND HINGES:

GALVANIZED STEEL OR ALUMINUM OF STANDARD MANUFACTURE. HINGES SHALL BE PLACED AS SHOWN TO PREVENT THEFT.

IN LIEU OF STANDARD MAKE LATCHES, THE CONTRACTOR MAY USE AN ELECTRO-GALVANIZED CHAIN, EYEBOLT AND SNAPHOOK TYPE LATCH.

EYEBOLT, CHAIN AND SNAPHOOK ASSEMBLY SHALL BE SECURED TO LATCH SIDE OF GATE. GATE CLOSURE MAY BE ACCOMPLISHED BY WRAPPING CHAIN AROUND END POST AND SNAPPING HOOK INTO CHAIN.

WOOD STAYS:

WOOD STAYS SHALL BE UNTREATED NATIVE TIMBER. STAY DIMENSIONS SHALL BE 2 IN. x 2 IN. NOMINAL MINIMUM (1½ IN. x 1½ IN.).
WOOD STAYS MAY BE STAPLED, OR DRILLED AND TIED WITH WIRE.
METAL STAYS MAY BE TIED TO THE BOTTOM WIRE.

Computer File Information		Sheet Revisions	
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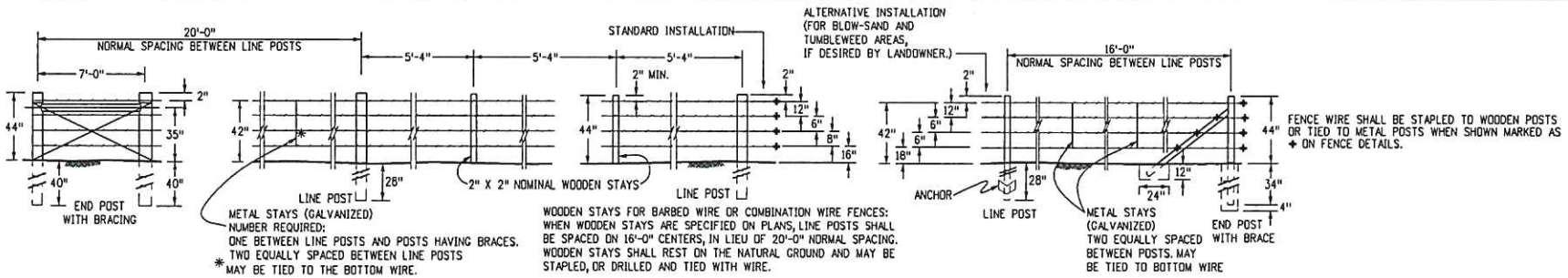
Last Modification Date: 07/31/19	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

WIRE FENCES AND GATES

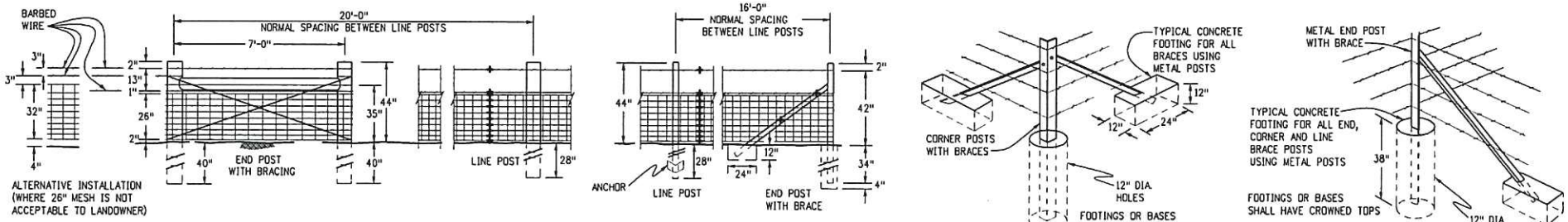
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-607-1
Standard Sheet No. 1 of 3
Project Sheet Number:



BARBED WIRE FENCE WITH WOODEN POSTS

BARBED WIRE FENCE WITH METAL POSTS

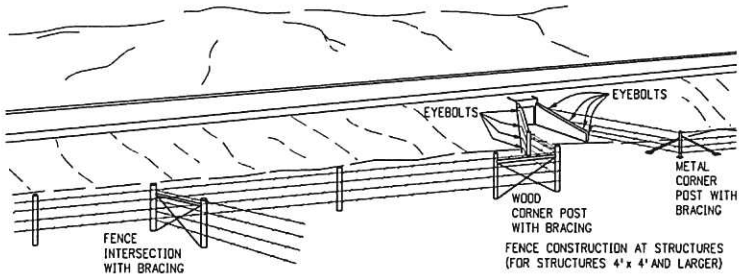


COMBINATION WIRE FENCE WITH WOODEN POSTS

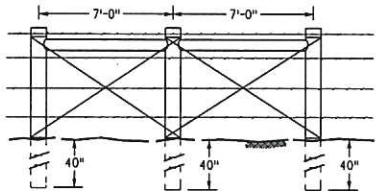
COMBINATION WIRE FENCE WITH METAL POSTS

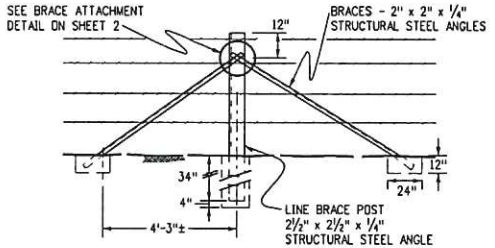
TYPICAL CORNER POST INSTALLATION

TYPICAL INSTALLATION AT FENCE INTERSECTIONS



FENCE CONSTRUCTION AT STRUCTURES
(FOR STRUCTURES 4' x 4' AND LARGER)





NOTES

1. AT ALL STRUCTURES OF 4 FT. x 4 FT. AND LARGER, THE FENCE SHALL END AT THE EYEBOLTS IN THE WINGS OF THE STRUCTURE. WHERE THE TYPE OF STRUCTURE PROHIBITS THE USE OF EYEBOLTS, AN END POST WITH BRACE SHALL BE USED.
2. EYEBOLTS SHALL BE MADE OF ½ IN. ROUND BARS WITH A MINIMUM OF 6 IN. OF BODY LENGTH EMBEDDED (HOOKED OR BENT) IN FRESH CONCRETE.
3. FOR EYEBOLTS IN EXISTING CONCRETE, THE ½ IN. ROUND BARS SHALL BE DEFORMED AND GROUTED INTO DRILLED HOLES.
4. EYEBOLTS SHALL HAVE A MINIMUM OF 1 IN. INSIDE EYE DIAMETER.
5. EYEBOLTS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. EYEBOLTS WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE WORK.

LINE BRACES

WHEN GATES, ANGLES, CORNERS OR INTERSECTING FENCES ARE NOT REQUIRED, LINE BRACES SHALL BE SPACED AS FOLLOWS:
METAL POSTS - 800 FT. INTERVALS
WOOD POSTS - 1,400 FT. INTERVALS

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 07/31/19	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

Colorado Department of Transportation
2829 West Howard Place
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Denver, CO 80204
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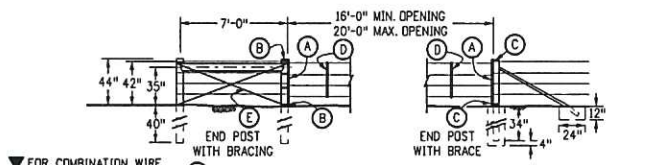
Project Development Branch JBK

WIRE FENCES AND GATES

STANDARD PLAN NO.
M-607-1
Standard Sheet No. 2 of 3
Project Sheet Number:

Issued by the Project Development Branch: July 31, 2019

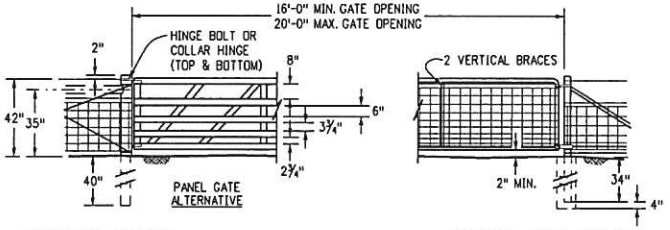


▼ FOR COMBINATION WIRE GATE, USE 34" MESH AND ONE STRAND OF BARBED WIRE. EXTEND WOODEN STAYS TO GROUND.

(A) 2 IN. x 4 IN. x 4 FT. WOODEN STAYS
(B) FOUR NO. 12-1/2 GA. WIRE LOOPS TO ACT AS HINGES
(C) NO. 12-1/2 GA. WIRE LOOPS
(D) TWO 2 IN. x 2 IN. NOMINAL WOODEN STAYS EQUALLY SPACED
(E) NO. 12-1/2 GA. BRACE WIRE, DOUBLE STRAND

WOODEN POSTS METAL END POSTS

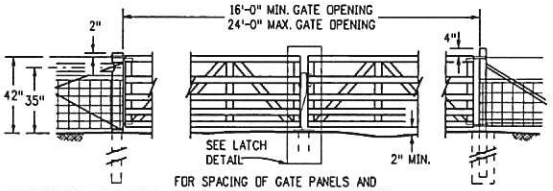
▼ BARBED WIRE GATE



WOODEN POSTS (16'-0" MAX.) METAL END POSTS (20'-0" MAX.)

DRIVEWAY GATES

(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)



WOODEN POSTS PANEL GATE POSTS

FOR SPACING OF GATE PANELS AND LENGTH OF POSTS, SEE DETAIL ABOVE.

TWIN DRIVEWAY GATES

(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)

FOR LENGTH OF POSTS AND SPACING OF WIRE AND GATE PANELS, SEE DRIVEWAY GATE DETAIL ABOVE.

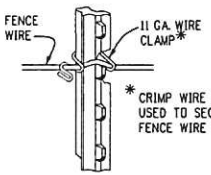
WOODEN POSTS PANEL GATE POSTS

WALK GATE

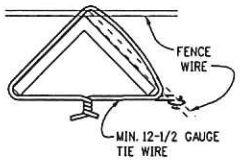
(METAL AND WOOD END POSTS SHALL BE BRACED SAME AS FOR BARBED WIRE GATES)

WOODEN POSTS METAL END POSTS

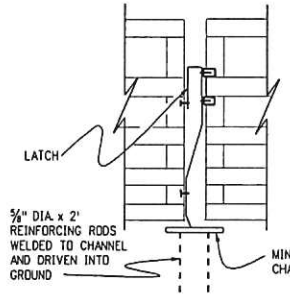
ALTERNATIVE WALK GATE



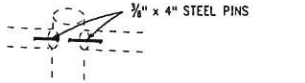
TIES FOR "STUDDED TEE" OR "U" POSTS



TIES FOR ANGLE POSTS FENCE WIRE TIES

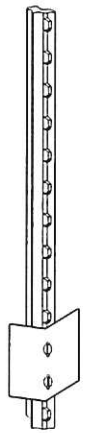


LATCH DETAIL

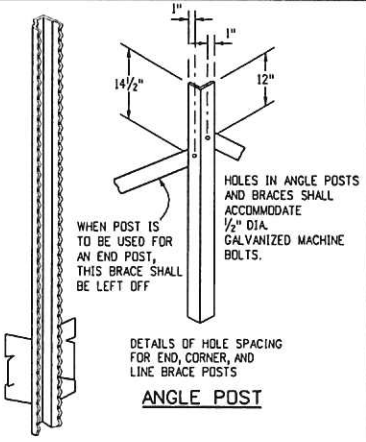


BORE A ⅜" x 2" HOLE IN EACH POST AND BRACE TO RECEIVE THE PINS. WRAP THE ENDS OF THE BRACES TIGHTLY WITH SEVERAL TURNS OF 12-½ GA. SMOOTH GALV. WIRE TO PREVENT SPLITTING OR NOTCH POST AND NAIL WITH 40d COMMON NAILS.

CROSS BRACE DOWELING DETAIL

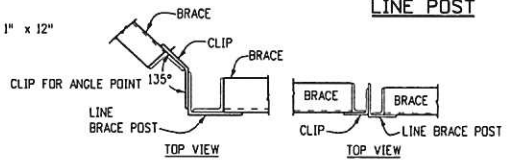


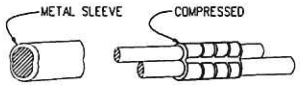
STUDDED "TEE" LINE POST



ANGLE POST

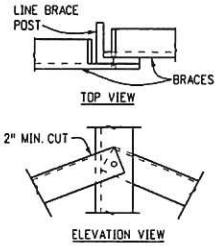
"U" LINE POST TYPICAL METAL POSTS



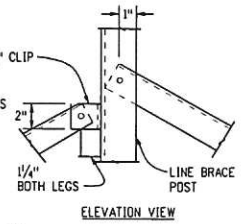


SPLICING SLEEVE SHALL BE APPROVED BY THE ENGINEER

WIRE SPLICE



⌀ BRACE ATTACHMENT DETAIL

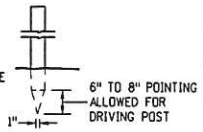


HOLES IN POSTS, BRACES AND CLIPS SHALL ACCOMMODATE ½" DIA. GALVANIZED MACHINE BOLTS.

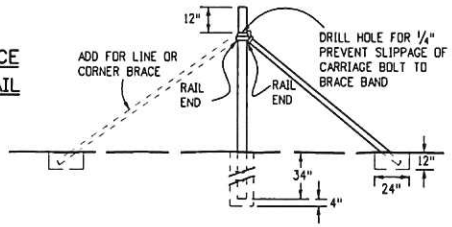
⌀ ALTERNATIVE BRACE ATTACHMENT DETAIL

⌀ ALTERNATIVE ATTACHMENT METHODS, ACCEPTABLE TO THE ENGINEER, MAY BE USED.

WOODEN POSTS MAY BE DRIVEN IN LIEU OF SETTING AND TAMPING, AT THE OPTION OF THE CONTRACTOR. DRIVING METHODS SHALL NOT DAMAGE POST.



POST POINTING



ALTERNATIVE POST

(FOR END, CORNER OR LINE BRACE POSTS)

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Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 07/31/19	(R-X)		
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WIRE FENCES AND GATES

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-607-1
Standard Sheet No. 3 of 3
Project Sheet Number:

EXHIBIT

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1390542 07/02/2001 01:33P EASE Chris C. Munoz
1 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

DEED OF CONSERVATION EASEMENT
HONOR FARM OPEN SPACE & PARK PARCELS
CITY OF PUEBLO

THIS DEED OF CONSERVATION EASEMENT is granted on this 29th day of June, 2001 by the CITY OF PUEBLO, a municipal corporation, existing under the laws of the State of Colorado, having an address at 1 City Hall Place, Pueblo, CO 81003 ("Grantor") to the STATE OF COLORADO, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation, having a mailing address of 1313 Sherman Street, Room 618, Denver, CO 80203 ("Grantee"), for the purpose of forever conserving the open space, park and recreation character of the subject property.

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property in Pueblo County, Colorado consisting of 2,353 acres of land described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property presently contains substantially undeveloped natural areas and as such possesses natural, wildlife habitat, scenic, open space, and park values ("Conservation Values") that are important to the Grantor, the people of the City of Pueblo, and the State of Colorado, and are worthy of preservation. The City of Pueblo leased the property from June 26, 1974 until the Property was acquired from the State of Colorado. In addition the State of Colorado has previously granted easements for roads, overhead utility lines and a power transmission station on the property that have visually impacted the general conservation values of the site.

C. The Property is centrally located between the City of Pueblo and the Pueblo West Metropolitan District and will provide an open space buffer and future park site that will meet recreation needs of the City of Pueblo. This Property, in combination with the 1,900 acres to the south owned by the State of Colorado creates a 4,253 acre open space buffer between the City of Pueblo and the Pueblo West Metropolitan District. The Property contains a relatively undisturbed short grass prairie habitat, arroyos, public recreation, and a generally undisturbed buffer to Lake Pueblo State Park.

D. The specific Conservation, Open Space, Park and Recreation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property, dated June 29, 2001, entitled "Conservation Easement Baseline Inventory: Honor Farm Open Space & Park Parcels" and incorporated by this reference ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation. Both Grantor and Grantee acknowledge the Baseline Documentation Report to be complete and accurate as of the date of this Deed. A copy of the Baseline Documentation Report is on file with both the Grantor and Grantee. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement.

E. Grantor intends that the Conservation, Open Space, Park and Recreation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to park and open space areas, and both indoor and outdoor public recreation facilities.

7573617

F. Grantee is qualified to hold conservation easements pursuant to Section 38-30.5-104(2), C.R.S., and as certified by a motion of its Board, at its May 25, 2001, meeting, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation, Open Space, Park and Recreation Values of the Property for the benefit of this generation and generations to come.

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

1. Purpose.

It is the purpose of this Easement to assure that the Property will be maintained forever in an open space and/or park condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space, Park and Recreation Values of the Property. Grantor intends this Easement will confine the use of the Property to such activities, including without limitation, those involving open space, parks, public recreation and indoor and outdoor public recreation facilities and buildings, continuance of the historical operations of the Pueblo Motorsports, Inc. area, the extension of roadways between Pueblo West and the City of Pueblo, and the extension of roadways that provide access to recreation facilities and associated parking areas subject to the uses of the Property permitted hereunder.

2. Rights Conveyed.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee:

a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;

b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

The following uses and practices by Grantor, though not an exhaustive recital, are consistent with the Easement, so long as (i) notice is given pursuant to Paragraphs 6 and 21 below, if appropriate,

and (ii) all such uses and practices are carried out in a manner consistent with the Management Plan, as periodically amended, as defined below:

a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:

1. Golf Courses.
2. Landscaped Turfgrass Areas.
3. Lakes & Ponds.
4. Regional Sports Complexes.
5. Campgrounds.
6. Picnic Areas.
7. Swimming Facilities/Water Parks.
8. Recreation Center Facilities.
9. Outdoor Amphitheaters.
10. Outdoor Courts.
11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
12. Residential Caretaker Housing.
13. Parking Areas.
14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.

b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.

c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and

conditions contained herein. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of the future roads connecting the Pueblo West area to Pueblo Boulevard are depicted in the Management Plan.

d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.

e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.

f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.

g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.

h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.

i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses area expressly prohibited:

a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.

b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.

c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

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5 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.

e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.

f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.

g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.

h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.

i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.

j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.

k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

The property shall be operated and managed in accordance with a land management plan prepared by Grantor (the "Management Plan"), which shall conform to the provisions of this Easement. The parties hereto acknowledge that by mutual agreement a Management Plan titled "Honor Farm Open Space and Park Parcels Management Plan", will be completed and approved by the City of Pueblo City Council on or before October 1, 2001. The Management Plan shall be updated no less frequently than every five years. Grantor shall notify Grantee prior to undertaking any amendments, revisions, or updates to the Management Plan. Grantor shall provide Grantee with copies of any proposed changes to

the Management Plan. Grantor shall also provide Grantee a final draft version of any proposed changes to the Management Plan prior to formal adoption by Grantor. The purpose of such notifications is to afford Grantee the opportunity to ensure the proposed changes to the Management Plan conform with the provisions of this Easement. Grantee shall provide written comments to Grantor within thirty (30) days after it has reviewed the proposed changes to the Management Plan. These comments should reflect Grantee's opinion as to the conformity of the proposed changes to the provisions of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed change to the Management Plan shall constitute Grantee's acceptance and consent thereto.

6. Notice of Intention to Undertake Certain Permitted Actions.

Grantor shall notify Grantee prior to undertaking construction on the Property of any roads, buildings, or other facilities. The purpose of requiring Grantor to notify Grantee prior to undertaking construction activities is to afford Grantee an opportunity to review so that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed construction on the Property shall constitute Grantee's acceptance and consent thereto.

7. Responsibilities of Grantor and Grantee Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, Grantor shall continue to be solely responsible for the upkeep and maintenance of Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. Enforcement.

Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the informal discussion process. Should informal discussions fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation which could irreversibly diminish or impair the Conservation Values of the Property is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to any such violation.

1390542 07/02/2001 01:33P EASE Chris C. Munoz
7 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

9. Grantee's Discretion

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

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription provided any action to enforce a violation of this Easement must be brought within six (6) years from the date of such violation.

11. Acts Beyond Grantor's Control.

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

12. Costs and Liabilities.

As to Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, and the cost of controlling noxious weeds. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes.

Grantor shall pay before delinquency any and all real property taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Hold Harmless.

To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property occurring on or after the date

of this Easement. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Reconfiguration of Easement.

Portions of the Property may be deleted from this Easement at the request of the Grantor provided that property equal or greater in monetary value than said deleted property subject to this Easement is simultaneously brought into and burdened by this Easement as replacement for the deleted property. Such replacement property must be located within the NW¼ SECTION 15-T20S-R65W west of Pueblo Boulevard; SE¼ SECTION 17- T20S-R65W; SECTION 20-T20S-R65W; W½/NW¼ SECTION 21-T20S-R65W. The areas of Grantor's property that may deleted from the Easement subject to the above provisions, along with the private lands that must be incorporated into the Easement as replacement, are depicted in Exhibit B, Reconfiguration Map. Any reconfiguration of the Easement shall require the filing of an amended Deed of Conservation Easement in the Office of the Clerk and Recorder of Pueblo County. Such amendment shall be done in conformance with the requirements of paragraph 23 J. below.

16. Change in Circumstances.

The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor' belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be assumed to be circumstances justifying the extinguishment or termination of this Easement.

17. Division of Proceeds Between the Grantor and Grantee.

The rights of Grantee created by this Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Property or extinguishment of the Easement, the values of Grantee's and Grantor's interests in the Property shall be computed as follows:

a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.

b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.

c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:

j) Grantor's interest shall be thirty percent (30%), minus an increase in value after the date of this Easement attributable to improvements.
ii) Grantee's interest shall be seventy percent (70%).

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if the Easement is extinguished or terminated and the Property is subsequently sold or exchanged, Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law, as determined pursuant to paragraph 17 above.

19. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, the deed or any other legal instrument by which Grantee transfers its rights and obligations herein shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. In no event shall this requirement be interpreted to obligate Grantee to guarantee or assure that the transferee meet Grantee's obligations as stated in this Easement. Any transfer allowed herein shall release Grantee from all liability pursuant to this Easement arising after such transfer.

20. Subsequent Transfers

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

In the event the Property is transferred to an entity or person whose property is not exempt from taxation, the transferee as subsequent owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Notices.

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

To the Grantor:

City of Pueblo Planning & Development Department
211 East D Street
Pueblo, CO 81003

City Manager
1 City Hall Place
Pueblo, CO 81003

1390542 07/02/2001 01:33P EASE Chris C. Munoz
10 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

To the Grantee:

Colorado Division of Parks and Outdoor Recreation
1313 Sherman Street, Room 618
Denver, CO 80203
Attn: Real Estate Section

Lake Pueblo State Park
640 Pueblo Reservoir Road
Pueblo, CO 81005
Attn: Park Manager

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

22. Recordation.

Grantor shall record this instrument in timely fashion in the official records of Pueblo County, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

A. Controlling Law.

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

B. Liberal Construction.

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

C. Severability.

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

1390542 07/02/2001 01:33P EASE Chris C. Munoz
11 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

D. Entire Agreement.

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

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors.

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

G. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. 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.

I. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Pueblo County Clerk & Recorder.

J. Termination of the Division of Parks and Outdoor Recreation.

In the event the Colorado Division of Parks and Outdoor Recreation is terminated or merged into another entity, the rights and obligations of the Colorado Division of Parks and Outdoor Recreation hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

1390542 07/02/2001 01:33P EASE Chris C. Munoz
12 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

K. Governmental Immunity.

Grantor and Grantee do ~~does~~ not intend to waive by any provision of this Easement the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended or any other law, either statutory or common law.

L. Venue.

Pueblo, County, Colorado shall be the only appropriate venue for any action or dispute arising form this Easement.

N. Third Parties.

This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

24. Acceptance.

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

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.

CITY OF PUEBLO

By: _____
Al Gurule, ~~President~~ of the Council

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

By: _____
City Clerk

STATE OF COLORADO)
)
County of Pueblo)

1390542 07/02/2001 01:33P EASE Chris C. Munoz
13 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

The foregoing instrument was acknowledged before me this 29th day of June, 2001, by Al Gurule.

My commission expires June 26, 2003. Witness my hand and official seal.

NOTARY PUBLIC STATE OF COLORADO

Judith L. Stucki
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: Tom Kenyon
Tom Kenyon, Acting Director

STATE OF COLORADO)
)
County of Pueblo)

The foregoing instrument was acknowledged before me this 29th day of June, 2001, by Tom Kenyon, Acting Director.

My commission expires My Commission Expires March 19, 2003. Witness my hand and official seal.

D. GREGORY MONROE NOTARY PUBLIC STATE OF COLORADO

D. Gregory Munroe
Notary Public

1390542 07/02/2001 01:33P EASE Chris C. Munoz
14 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°41'01"W CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2236.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 16;
2. THENCE S89°41'03"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2635.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;
3. THENCE N01°22'16"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2636.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;
4. THENCE N89°45'31"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 1973.66 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 16;
5. THENCE N01°23'24"W ALONG SAID WEST LINE, A DISTANCE OF 2652.24 FEET TO THE NORTH LINE OF SAID SECTION 16;
6. THENCE S89°57'17"E ALONG SAID NORTH LINE, A DISTANCE OF 99.23 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN BOOK 1501 AT PAGE 57 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT RECORDED IN BOOK 1501 AT PAGE 57:

7. THENCE S00°02'43"W A DISTANCE OF 50.00 FEET;
8. THENCE S89°57'17"E A DISTANCE OF 229.83 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624:

9. THENCE S71°15'05"E A DISTANCE OF 230.71 FEET;
10. THENCE S71°44'35"E A DISTANCE OF 869.20 FEET TO A NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 11634.20 FEET, A DELTA ANGLE OF 04°23'28", AN ARC LENGTH OF 891.62 FEET, WHOSE LONG CHORD BEARS S77°44'05"E A DISTANCE OF 891.40 FEET;
12. THENCE S81°07'05"E A DISTANCE OF 722.00 FEET;
13. THENCE S61°42'05"E A DISTANCE OF 386.20 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16;
14. THENCE S01°35'42"E ALONG SAID EAST LINE, A DISTANCE OF 867.26 FEET TO THE MOST NORTHERLY POINT OF PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING THREE (3) COURSES FOLLOW THE WESTERLY LINE OF SAID PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624:

15. THENCE S16°24'33"W A DISTANCE OF 358.50 FEET;
16. THENCE S09°48'33"W A DISTANCE OF 1138.60 FEET;

17. THENCE S00°01'03"W A DISTANCE OF 2055.36 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE TRACT OF LAND CONTAINS 461.53 ACRES, MORE OR LESS.

AND:
THE SW 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO. 160

AND:
THE S 1/2 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO. 320

AND: 320 80 40 40
THE N 1/2; THE N 1/2 OF THE SW 1/4; THE N 1/2 OF THE SE 1/4; AND THE SE 1/4 OF THE SE 1/4, ALL IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND: 14 40 40 80
THE NW 1/4; THE N 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NE 1/4; THE E 1/2 OF THE SE 1/4; AND THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO. 40

AND:
THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'06"W CONTINUING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 915.83 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21;
2. THENCE N00°34'49"W ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1319.07 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4;
3. THENCE N89°21'02"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 966.33 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;
4. THENCE S01°36'49"W ALONG THE WEST LINE OF SAID PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1319.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.49 ACRES, MORE OR LESS.

AND:
A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S03°46'43"E ALONG THE WEST LINE OF SAID PARCEL NO. 35 AS RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1741.94 FEET TO THE NORTHERLY RIGHT-0F-WAY LINE OF THE RELOCATED DENVER AND RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING SIX (6) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698:

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;
8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 145.29 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

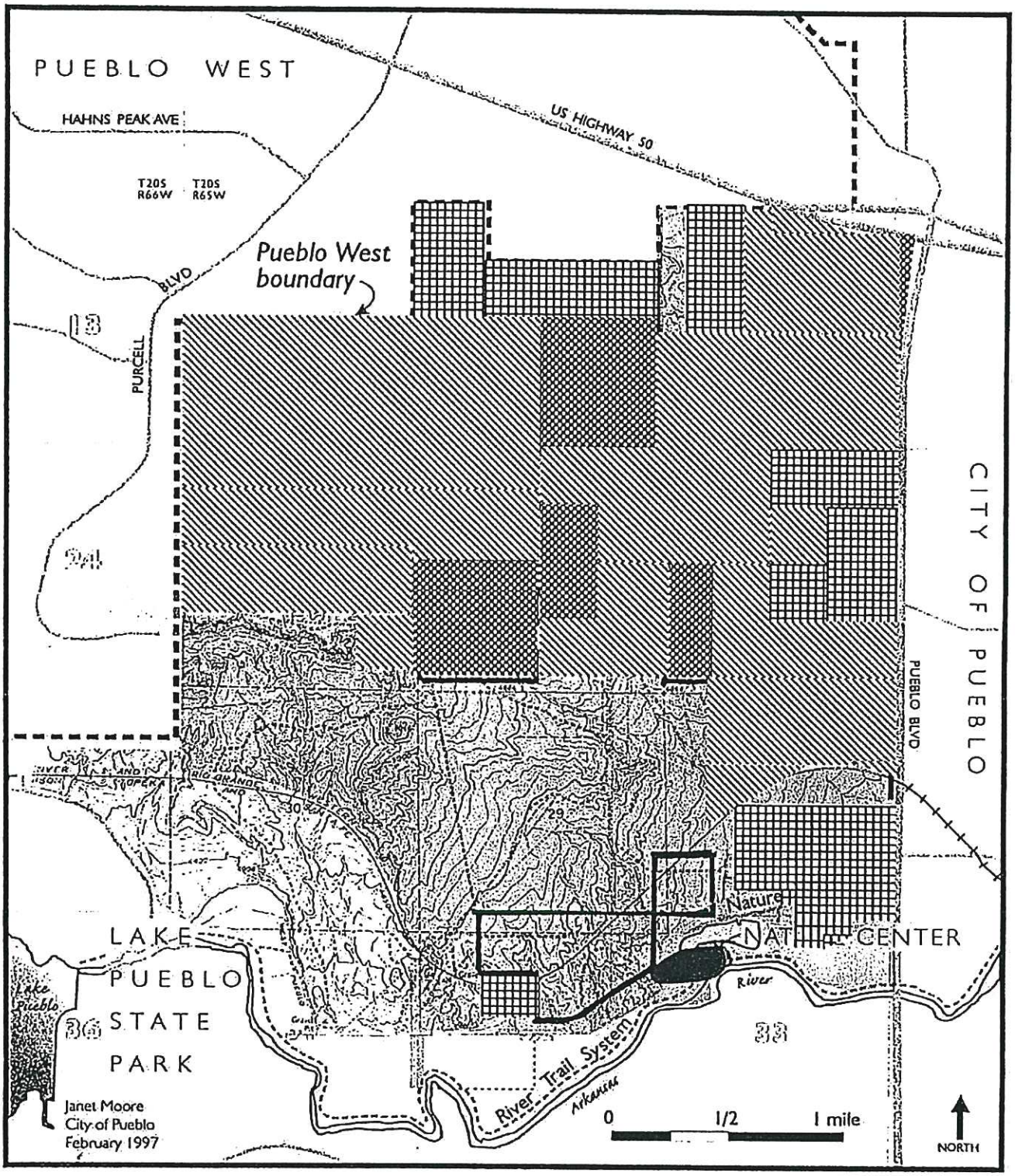
THE FOREGOING DESCRIPTION WAS PREPARED BY:
RAYMOND JOSEPH PECHEK PLS 24964
FOR AND ON BEHALF OF URS
9960 FEDERAL DRIVE, SUITE 300
COLORADO SPRINGS, COLORADO 80921
(719) 531-0001
JUNE 18, 2001

1390542 07/02/2001 01:33P EASE Chris C. Munoz
16 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Exhibit B

Reconfiguration Map

City of Pueblo State Honor Farm Property



1390542 07/02/2001 01:33P ERSE Chris C. Munoz
17 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec