



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, NOVEMBER 10, 2025 - 7:00 PM**

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:19 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

**E1 PROCLAMATION PRESENTATION: "PURPLE HEART RECIPIENTS DAY" —
SAL KATZ JR. DIRECTOR OF RURAL COLORADO SERVICES, MT. CARMEL
VETERANS SERVICE CENTER - PUEBLO**

F. PUBLIC FORUM

- Laura Hall - Legal Stuff
- John Farley - Atlas
- Susie Jadg - Personnel Thought of the City
- Gary Weaver - Proud Heritage of Multi-Cultural
- Aubree Adams - Drugs / Cannabis
- Elvis Martinez - Decorum

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and events/functions they attended.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to remove M5 and move M7, M8 to the Regular Agenda and to approve the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 102725

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **October 27, 2025**, as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION DESIGNATING A LOCAL DISASTER AGENCY FOR THE CITY OF PUEBLO AND COUNTY OF PUEBLO AND ASSIGNING DUTIES AND RESPONSIBILITIES THEREFORE AND REPEALING PRIOR RESOLUTIONS

This Resolution was assigned as 16166.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$194,140.00 TO MILLER PIPELINE LLC AND SETTING FORTH \$38,828.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as 16167.

M3 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL ZWICK TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2028, ON THE PUEBLO STREETScape ADVISORY COMMITTEE

This Resolution was assigned as 16168.

M4 A RESOLUTION ACCEPTING A GRANT AWARD OF \$5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

This Resolution was assigned as 16169.

M5 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE FACILITY SERVICES PROGRAM AGREEMENT BETWEEN THE CITY OF PUEBLO, A

COLORADO MUNICIPAL CORPORATION, AND TOLIN MECHANICAL SYSTEMS COMPANY, LLC, A DELAWARE CORPORATION RELATING TO THE MAINTENANCE AND REPAIR OF THE POPE BLOCK BUILDING, LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$271,468.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-101, CONCRETE IMPROVEMENTS - JONES AVENUE (HOLLYWOOD DRIVE TO PRAIRIE AVENUE), SETTING FORTH \$40,720.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 16170.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N2 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2026 AND ADOPTING THE BUDGET FOR THE YEAR 2026

N3 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N4 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N5 AN ORDINANCE ANNEXING UNINCORPORATED MUNICIPALLY OWNED LAND COMMONLY KNOWN AS THE PUEBLO MEMORIAL AIRPORT-WEST AIRPORT ANNEXATION AND DESCRIBED AS 168.2 ACRES OF LAND NORTH AND SOUTH OF WILLIAM WHITE BOULEVARD AND EAST OF NORTH 27TH LANE.

N6 AN ORDINANCE APPROVING A ONE-TIME PAYMENT OF \$50,000 TO PUEBLO COOPERATIVE CARE CENTER TO HELP PROVIDE FOOD ASSISTANCE TO THOSE AFFECTED BY THE FEDERAL GOVERNMENT SHUTDOWN AND DISCONTINUATION OF SNAP BENEFITS, AND BUDGETING AND APPROPRIATING \$50,000 FROM PROJECT C12113 – ARPA

**INTEREST FUNDS TO PROJECT CI2523 – PUEBLO COOPERATIVE CARE
SUPPORT FOR THAT PURPOSE**

- N7 AN ORDINANCE TRANSFERRING \$40,550 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., A REGISTERED COLORADO CORPORATION, IN THE AMOUNT OF \$40,550 FOR PROJECT NO. 22-013, MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES - DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**
- N8 AN ORDINANCE APPROVING AN AMENDMENT TO COMMERCIAL OPERATOR HANGAR LEASE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N9 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE TOWN OF BOONE, A COLORADO STATUTORY TOWN CREATING THE SOUTHERN COLORADO BUILDING DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN THE SAME**
- N10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE IV AND RELATED PROVISIONS OF THE PUEBLO MUNICIPAL CODE TO REFLECT CHANGES RESULTING FROM THE INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BOONE FOR CREATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT**
- N11 AN ORDINANCE AMENDING TITLE IX CHAPTER 4 AND CREATING TITLE IX CHAPTER 4.1 OF THE PUEBLO MUNICIPAL CODE CONCERNING HEALTHY BEVERAGES WITH CHILDREN’S MEALS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF**
- N12 AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME**
- N13 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING**

BETWEEN INTERVENTION COMMUNITY CORRECTIONS SERVICES AND THE PUEBLO POLICE DEPARTMENT REGARDING COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME.

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for November 24, 2025, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

M7 A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND CROSSOVER HEALTH RELATING TO EMPLOYEE HEALTH CLINIC SERVICES COMMENCING JANUARY 1, 2026

A staff report and detailed review of the Resolution was given by Marisa Pacheco, Director of Human Resources.

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

This Resolution was assigned as 16171.

M8 A RESOLUTION ADOPTING AND APPROVING THE PUEBLO AREA COMPREHENSIVE SAFETY ACTION PLAN

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works.

Councilor Boston, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Passed 4-3.

This Resolution was assigned as 16172.

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF TERESA BURNS TO THE POSITION OF DIRECTOR OF PURCHASING

A staff report and detailed review of the Resolution was given by Heaher Graham, Mayor

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez,

Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16173.

Q2 A RESOLUTION TRANSFERRING \$606,959.60 FROM WW2001 TO WW1402, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$606,959.60 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16174.

Q3 A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING \$85,309.57 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; \$188,251.67 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, \$149,324.52 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; \$71,914.23 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND \$105,200.01 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND APPROPRIATING A TOTAL OF \$600,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works, and Melissa Cook, Director, Department Of Housing And Citizen Services.

- Elvis Martinez Appeared By Zoom And spoke against this Resolution.

Councilor Boston, seconded by Councilor Latino, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Maestri. Motion Passed 5-2.

This Resolution was assigned as 16175.

Q4 A RESOLUTION EXPRESSING THE CITY COUNCIL OF PUEBLO'S SUPPORT FOR THE ECONOMIC DEVELOPMENT RATE TARIFF FILING SUBMITTED BY BLACK HILLS COLORADO ELECTRIC, LLC TO THE COLORADO PUBLIC UTILITIES COMMISSION

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

- Dave Decenzo appeared in person and spoke in favor of this Resolution.

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16176.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MT CARMEL VETERANS SERVICE CENTER IN THE AMOUNT OF \$1,500 TO SPONSOR THE 2026 SALUTE TO HEROES AT 4:00 PM AT WEISBROD AIRCRAFT MUSEUM ON FRIDAY, JANUARY 16, 2026

A staff report and detailed review of the Resolution was given by Katie Hester, Administrative Assistant – City Council.

Councilor Latino, seconded by Councilor Boston, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16177.

Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ROCKY MOUNTAIN SER/JOB FOR PROGRESS INC. IN THE AMOUNT OF \$5,000 TO SPONSOR THEIR FOOD PANTRY AT 330 LAKE AVENUE

A staff report and detailed review of the Resolution was given by Katie Hester, Administrative Assistant – City Council.

- Elvis Martinez appeared by zoom and spoke in favor of this Resolution.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 16178.

Q7 A RESOLUTION OF THE CITY COUNCIL AFFIRMING THE CITY'S SUPPORT FOR IMMIGRANTS, RECOGNIZING THEIR CONTRIBUTIONS TO THE COMMUNITY, AND REITERATING THE CITY'S COMMITMENT TO COMPLY WITH COLORADO LAW REGARDING COOPERATION WITH FEDERAL IMMIGRATION ENFORCEMENT AUTHORITIES

A staff report and detailed review of the Resolution was given by Harley Gifford, Deputy City Attorney.

- Ed Perry appeared in person and spoke against this Resolution.
- Cathy Jacobs appeared in person and spoke in favor of this Resolution.
- Christy Figura appeared in person and spoke against this Resolution.

- Brianna Guerra appeared by zoom appeared in person and spoke in favor of this Resolution.
- Karim Ayoub appeared in person and spoke against this Resolution.
- Dave DeCenzo appeared in person and spoke against this Resolution.
- Elvis Martinez appeared by zoom appeared in person and spoke against his Resolution.

Councilor Flores, seconded by Councilor Gomez, moved to approve the amended Resolution.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 2-5.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # TA-25-05 dated September 10, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11070.

R2 AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # TA-25-06, dated October 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Latino, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11071.

R3 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM VIDEO SYSTEMS, SOFTWARE, STORAGE, AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Steven Noeller, Chief of Police.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the hearing closed.

Councilor Boston, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 11072.

R4 AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Melissa Cook, Director, Department of Housing and Citizen Services.

PUBLIC HEARING:

- Elvis Martinez appeared by zoom and spoke against this Ordinance.

Seeing no one else wishing to speak, President Aliff declared the hearing closed.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Passed 4-3.

This Ordinance was assigned as 11073.

S. ADJOURN

President Aliff adjourned the meeting at 10:36 p.m.

Respectfully submitted,

Handwritten signature of Vincent Petkosek in black ink.

Vincent Petkosek
Deputy City Clerk

PUEBLO MEMORIAL AIRPORT ~ WEST ANNEXATION

Annexation to the City of Pueblo

In a Portion of Section 26, Township 20 South, Range 64 West of the 6th P.M.,
County of Pueblo, State of Colorado

AREA TO BE ANNEXED INTO THE CITY OF PUEBLO

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of aforesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport Industrial Park Subdivision, Filing No. 4.

The above described parcel of land contains 168.2 acres more or less.

PROPOSED NEW CITY LIMIT LINES:

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2025.

Julie N. Troutt
Professional Land Surveyor #38529

Perimeter of property to be annexed into City of Pueblo: 13,693 If

1/6 perimeter: 2,282 If

6063 If contiguous to Existing City Limits

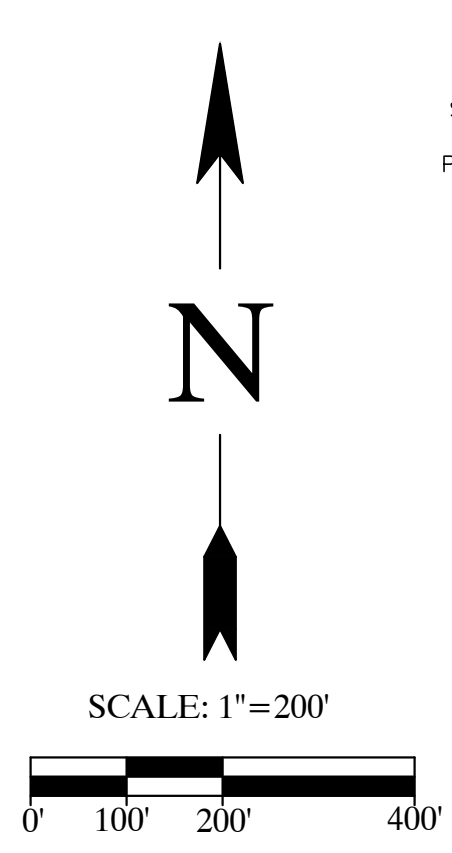
Perimeter Contiguous to City Limits = 44%

Area to be Annexed into City: 168.2 Ac±

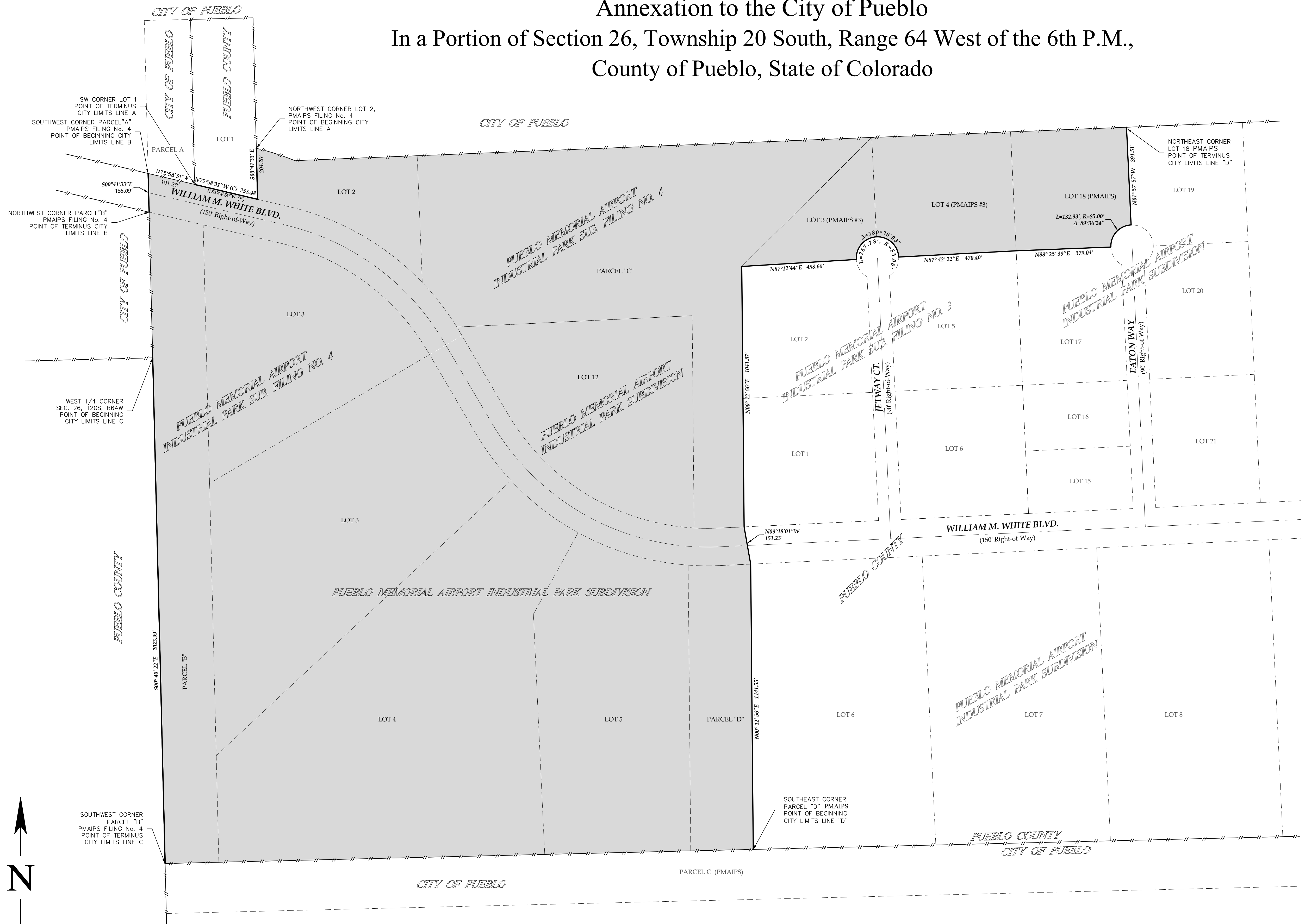
VICINITY MAP



SCALE: 1"=6000'



SCALE: 1"=200'



- Existing City Limits Line
- New City Limits Line
- Area to be Annexed into City
- (C) Calculated Bearing
- (P) Plat Bearing

Basis of Bearings: Bearings shown hereon are the same as shown on the recorded plat of Pueblo Memorial Airport Industrial Park Subdivision as recorded in Book 2836 at Page 665 of the Pueblo County Records.

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT

FOR

PUEBLO MEMORIAL AIRPORT WEST ANNEXATION

As part of the Annexation application process, the following impact report concerning the **Pueblo Memorial Airport West Annexation** has been prepared. The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the PUEBLO MEMORIAL AIRPORT WEST ANNEXATION Plat included as Exhibit 1.

- (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

William White Blvd, municipal water, sanitary sewer, and other utilities are currently located in the William White Blvd right-of way, running from the northeast corner of the annexation area to the western boundary.

- (III) The existing and proposed land use pattern in the areas to be annexed;

The proposed future land use as identified in the 2022 Pueblo Regional Comprehensive Plan is “Light Industrial.” The primary land uses within this designation are research and development, manufacturing, processing, maintenance, repair shops, warehousing, and distribution facilities. Supporting land uses include limited retail services, restaurants, and other support services. The Pueblo Airport Industrial Park is one of the areas specifically identified in the description for a “Light Industrial” area. Characteristics of a “Light Industrial” area are provisions for more intensive industrial uses that require larger sites and have a greater impact on surrounding areas. The property is current land vacant land that is comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo.

- (b) A copy of any draft or final pre-annexation agreement, if available;

Not Applicable.

- (c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo is currently providing wastewater, stormwater, and fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Additionally, domestic water service is already provided by Pueblo Water. Pueblo Water is the municipal water provider authorized under the City Charter for the City of Pueblo and currently already provides water service to this area under its policies and regulations.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and Police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The annexation area is within the boundaries of the Southeastern Colorado Water Conservancy District, Lower Arkansas Valley Water Conservancy District, Pueblo City-County Library District, and Pueblo School District 70.

- (f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Pueblo Memorial Airport West Annexation is located within the boundaries of Pueblo School District 70. The proposed annexation area is not projected to generate any residential development. Employment opportunities that are expected to be generated within the proposed annexation area could attract families that may increase the number students. Although any additional growth in students will likely be dispersed within the school districts within the Pueblo region and not create a direct impact for additional public-school facilities.

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, September 10, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Meeting:

A-25-01 Annexation: Pueblo Airport Annexation *Continued from August 13, 2025*

Hannah Prinzi provided staff report for the Pueblo Airport Annexation.

Commission Action: Bailey moved to recommend the application for the Pueblo Airport Annexation be forwarded to City Council seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

A-25-01

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Director of Planning and Community Development

DATE: September 10, 2025

SUBJECT: Pueblo Memorial Airport West Annexation: an Annexation of Municipally Owned Land provided by Section 31-12-106(3), Colorado Revised Statutes

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 168.20 acres of land located north of E State Hwy 98

EXISTING ZONE: Pueblo County Zone Districts S-1, I-2, and B-4

CONCURRENT REQUEST(S): N/A

REQUEST:

The City of Pueblo is requesting to annex 168.20 acres of City-owned land in the Pueblo Memorial Airport area into the City of Pueblo.

BACKGROUND:

The City of Pueblo, as owner of the property commonly known as the Pueblo Memorial Airport West, is seeking to annex a 168.20-acre portion of City-owned land into the City limits. The area being annexed contains twelve lots and parcels located in the Pueblo Memorial Airport Industrial Park Subdivision, the Pueblo Memorial Airport Industrial Park Subdivision Filing No. 3 and the Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 as well as the portion of William White Boulevard that runs between the aforementioned lots and parcels. The area is generally north of E State Hwy 98, west of several manufacturing and distribution business including FUJIFILM Electronic Materials, Swire Coca-Cola, and Trane Technologies, and east of Pete Jimenez Pkwy. The area is adjacent to Pueblo County land on the east and west, but it is adjacent to land within the City limits to the north and south. This annexation request was initiated by the City to facilitate development of the city-owned parcels.

ANALYSIS:

The proposed annexation of City-owned land is not solely a public street or right-of-way, and it is eligible for annexation pursuant to Sections 31-12-104(1)(a) and 31-12-105 of the Colorado Revised Statutes (C.R.S.). When annexing municipally owned land, no public notice is required, and no public hearing must be held if the property is not solely a public street or right of way and it satisfies the contiguity requirements provided by C.R.S. However, the City Charter requires the Planning and Zoning Commission to review all “general city plan[s]” before they are considered by City Council.

Through the submitted impact report required for this proposed annexation, the city has identified how the incorporation of these 168 acres into city limits will affect municipal services, financing, taxing districts, and schools. Should the Planning and Zoning Commission make the necessary findings of fact to approve this annexation, staff finds such recommendation appropriate.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

- **Existing Zoning and Land Use:** The proposed annexation area is vacant land comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park Subdivision (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo. The area is currently Pueblo County S-1, I-2, and B-4.

SURROUNDING ZONE DISTRICTS AND LAND USES

	Zone District:	Developed with:
North	City Government Use (S-1) Zone District and Pueblo County S-1, I-2, and B-4 Zone Districts	Vacant Land
East	Pueblo County I-2 Zone District	Manufacturing and distribution businesses including FUJIFULM Electronic Materials, Swire Coca-Cola, and Trane Technologies
South	City Government Use (S-1) Zone District	Railroad tracks and E State Hwy 98
West	City Agricultural (A-1) Zone District and Pueblo County I-2 Zone District	Vacant Land

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation area as Employment Center – Light Industry Mixed. The Employment future land use is characterized by industrial parks, business parks and planned, campus-like settings. Primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. Supporting land uses include retail, restaurants, hotels, and other support services.

Similarly, the Light Industry future land use is characterized by more intense industrial uses such as manufacturing, processing, maintenance and repair shops, warehousing, and distribution. Supporting land uses include limited retail, restaurants, and other support services.

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.
 - **Affirmative. Future land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022.**

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
 - **Affirmative. The City of Pueblo is currently providing wastewater and stormwater within the proposed annexation area. Additionally, domestic water service is already provided by Pueblo Water.**
3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
 - **Affirmative. The City of Pueblo is currently providing fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Fire and police services will be funding through the City's General Fund.**

Neighborhood Compatibility

- The proposed annexation area is surrounding by mostly undeveloped land except for manufacturing and distribution business to the west.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: No comments
- City Transportation: No comments
- City Law Department: No comments
- Pueblo Regional Building Department: No comments
- City Fire Department: No comments
- Pueblo Board of Water Works: No comments
- City Wastewater: No comments
- City Stormwater: No comments
- City Parks and Recreation Department: No comments
- City GIS: No comments
- Xcel Energy: No comments
- Black Hills Energy: No Comments
- CDOT: No Comments

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.
 - Affirmative. The proposed annexation meets the one-sixth (1/6) contiguity requirement as 6,063 of the 13,693 linear feet of the perimeter of the annexation area is contiguous with existing City limits.

2. **Section 31-12-105[1]-[e]** – **The municipality shall have a three-mile annexation plan which is updated on an annual basis. The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.**
 - Affirmative. The Planning and Zoning Commission recommended approval of the updated “City of Pueblo 3-Mile Annexation Master Plan for the Year 2025” on December 11, 2024. The entirety of the proposed annexation area is within three miles of existing City limits.
3. **Section 31-12-108.5-** **An Annexation Impact Report is required for all annexations over ten acres.**
 - Affirmative. An Annexation Impact Report for the Pueblo Memorial Airport West Annexation has been prepared by staff and addresses future land uses, water and sanitary sewer extension, roadway extensions, emergency service extensions, and impacts to School District 70.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

- a) **The proposed annexation must be a logical extension of the City’s boundary and municipal services.**

Affirmative. The proposed annexation is a logical extension of the City’s boundary as the proposed annexed area is made of city-owned land and meets contiguity requirements.

- b) **The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.**

Affirmative. The City will zone the property with an appropriate zone district in the required window of time after annexation.

- c) **The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.**

Not applicable.

- d) **The petitioner shall comply with all applicable requirements of the City of Pueblo’s Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.**

Affirmative. The city will comply with all applicable requirements when developing the property.

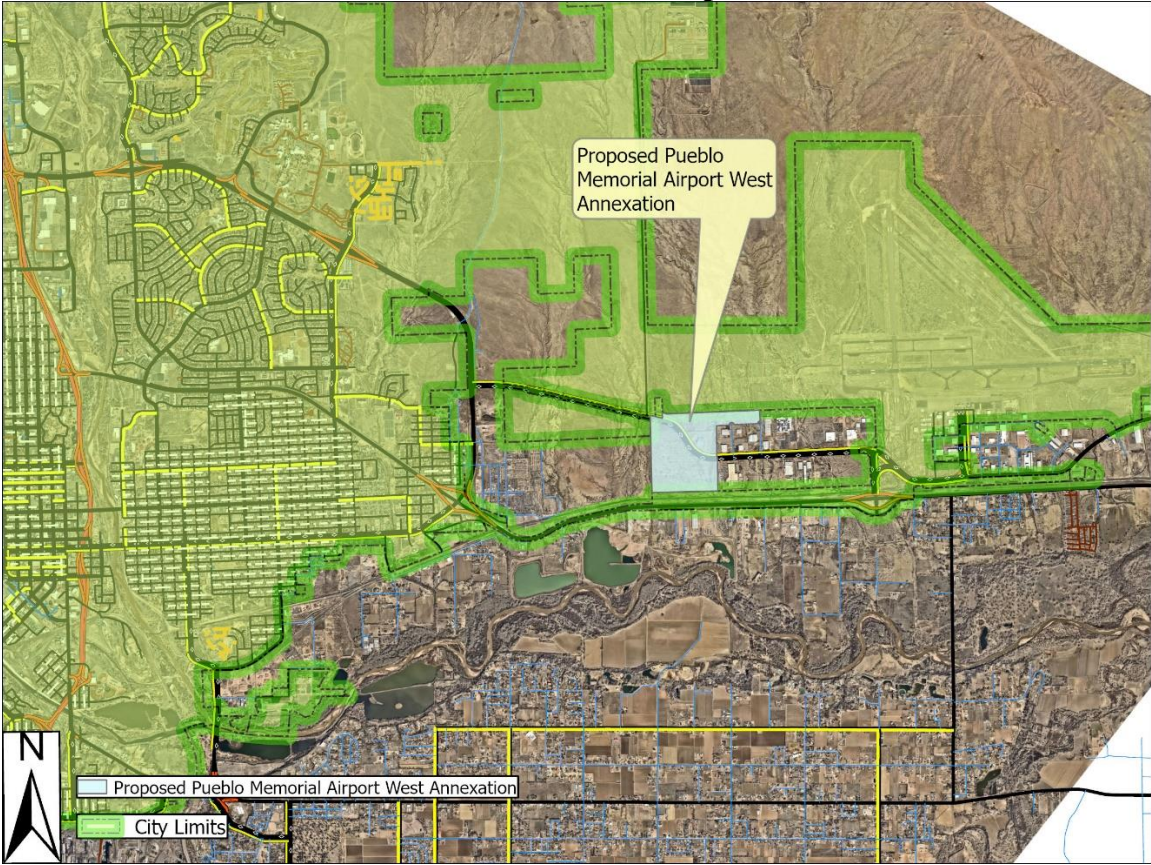
RECOMMENDED MOTION:

If the Planning and Zoning Commission makes the necessary findings, staff finds a recommendation of APPROVAL of the annexation to City Council is appropriate.

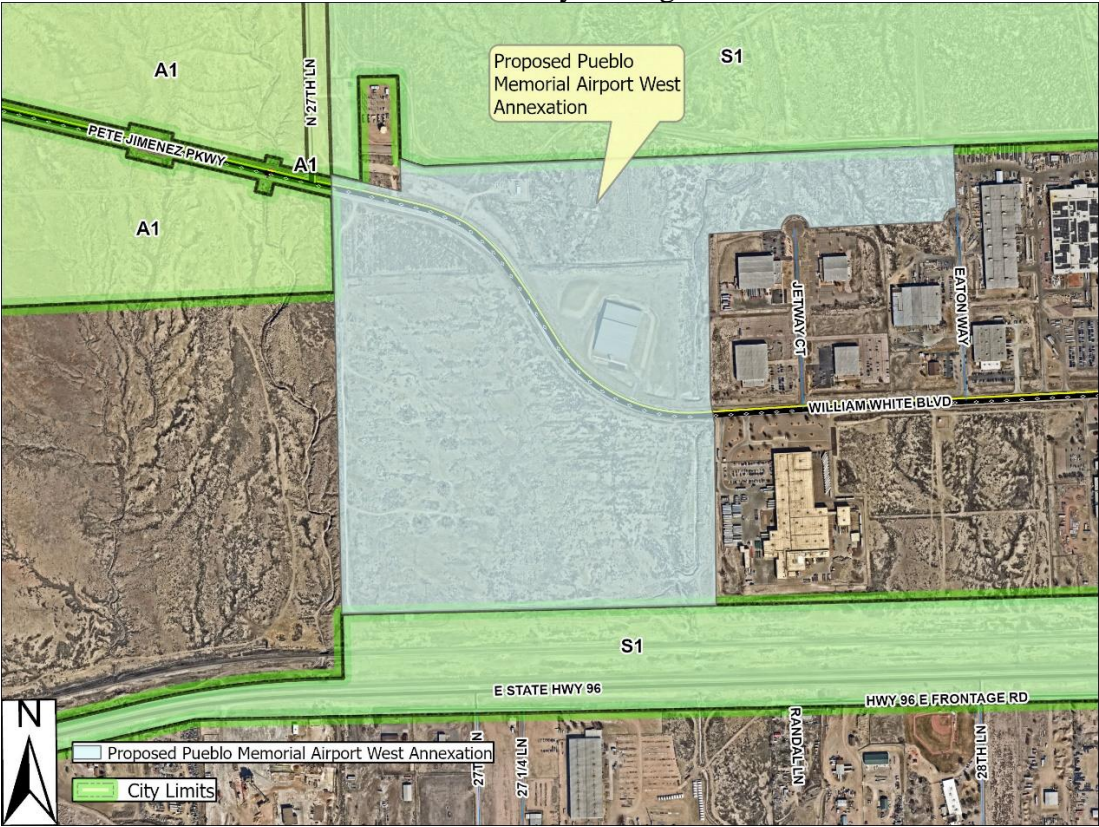
ATTACHMENTS

- A. Location Map
- B. Zoning Map
- C. Comprehensive Future Land Use Map
- D. Supporting Documents: Annexation Plat and Impact Report

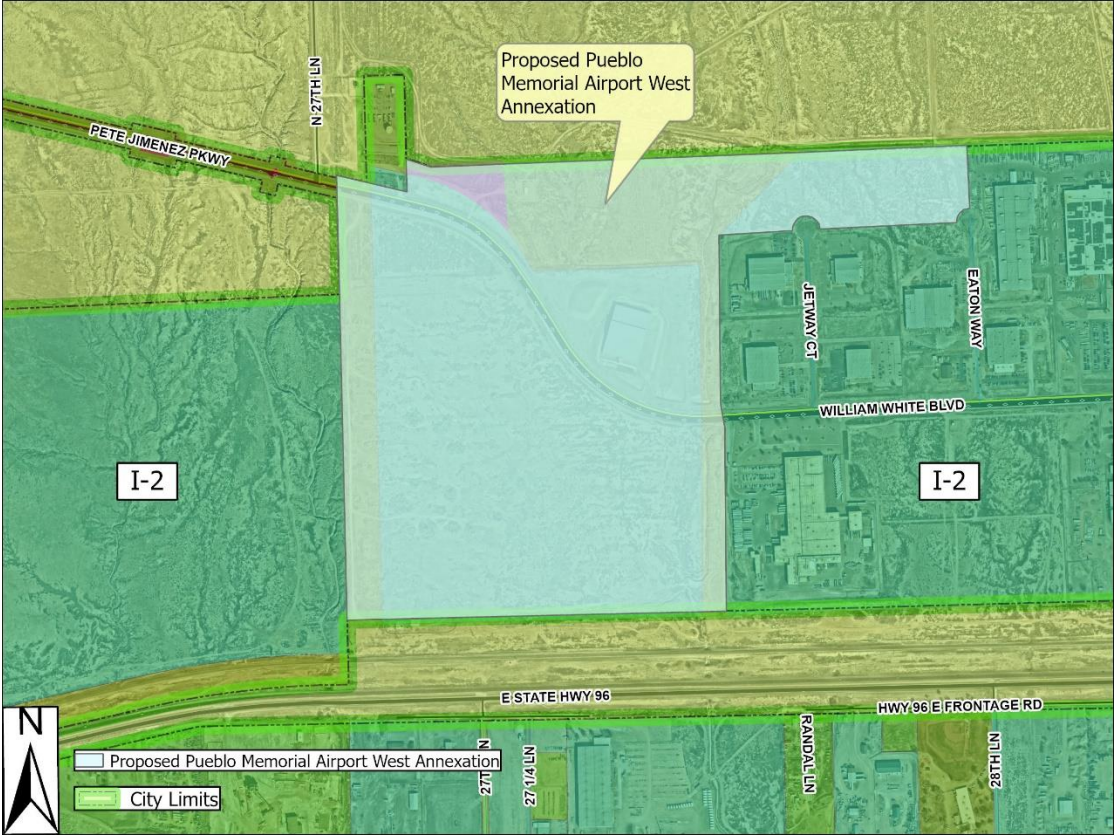
A. Location Map



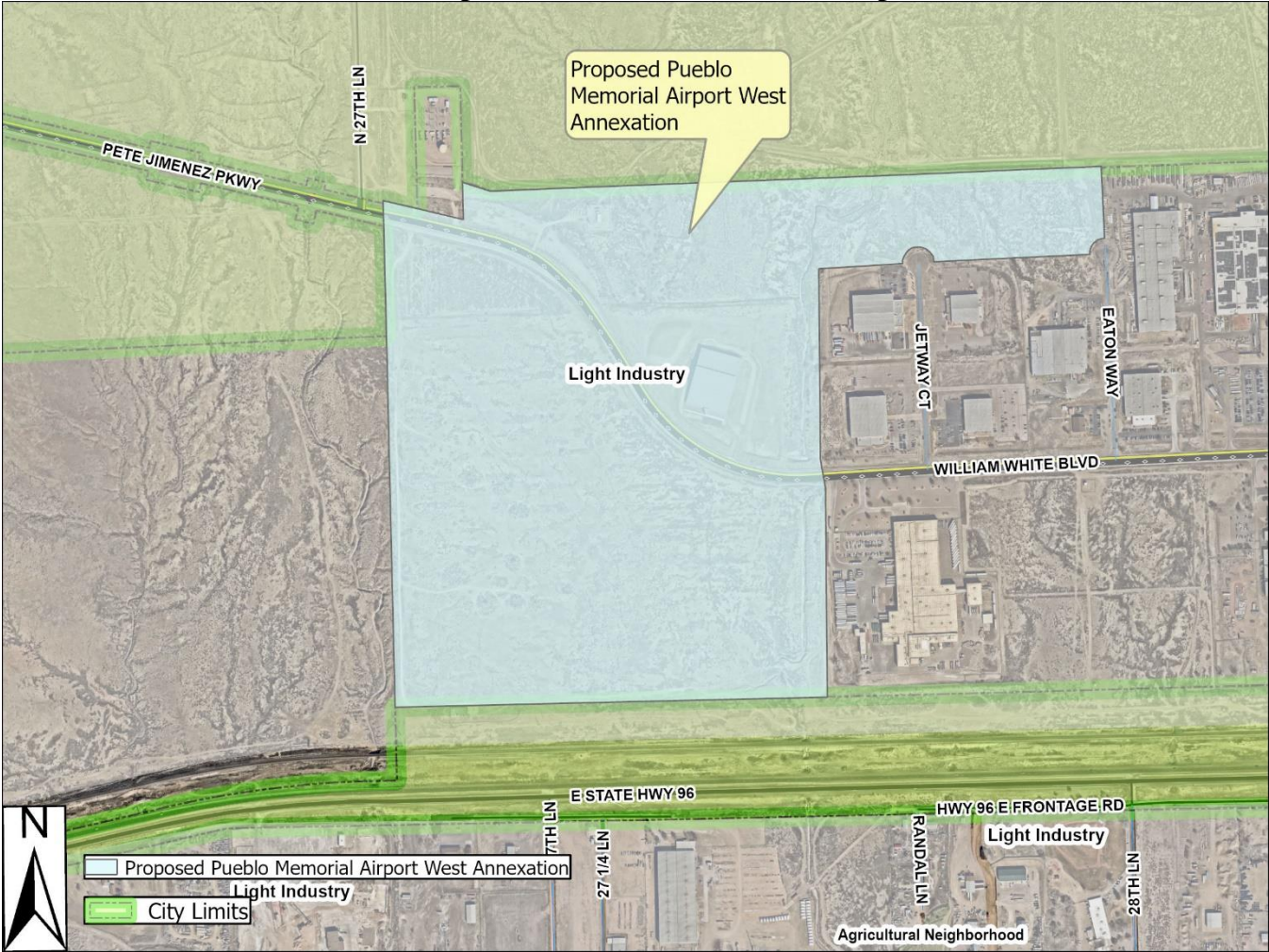
B. Zoning Map City Zoning



County Zoning



C. Comprehensive Future Land Use Map



D. Supporting Documents: Annexation Plat and Impact Report
Please see the Annexation Plat and Impact Report on the following pages.

PUEBLO MEMORIAL AIRPORT ~ WEST ANNEXATION

Annexation to the City of Pueblo

In a Portion of Section 26, Township 20 South, Range 64 West of the 6th P.M.,
County of Pueblo, State of Colorado

AREA TO BE ANNEXED INTO THE CITY OF PUEBLO

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of aforesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport Industrial Park Subdivision, Filing No. 4.

The above described parcel of land contains 168.2 acres more or less.

PROPOSED NEW CITY LIMIT LINES:

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2025.

Julie N. Troutt
Professional Land Surveyor #38529

Perimeter of property to be annexed into City of Pueblo: 13,693 If

1/6 perimeter: 2,282 If

6063 If contiguous to Existing City Limits

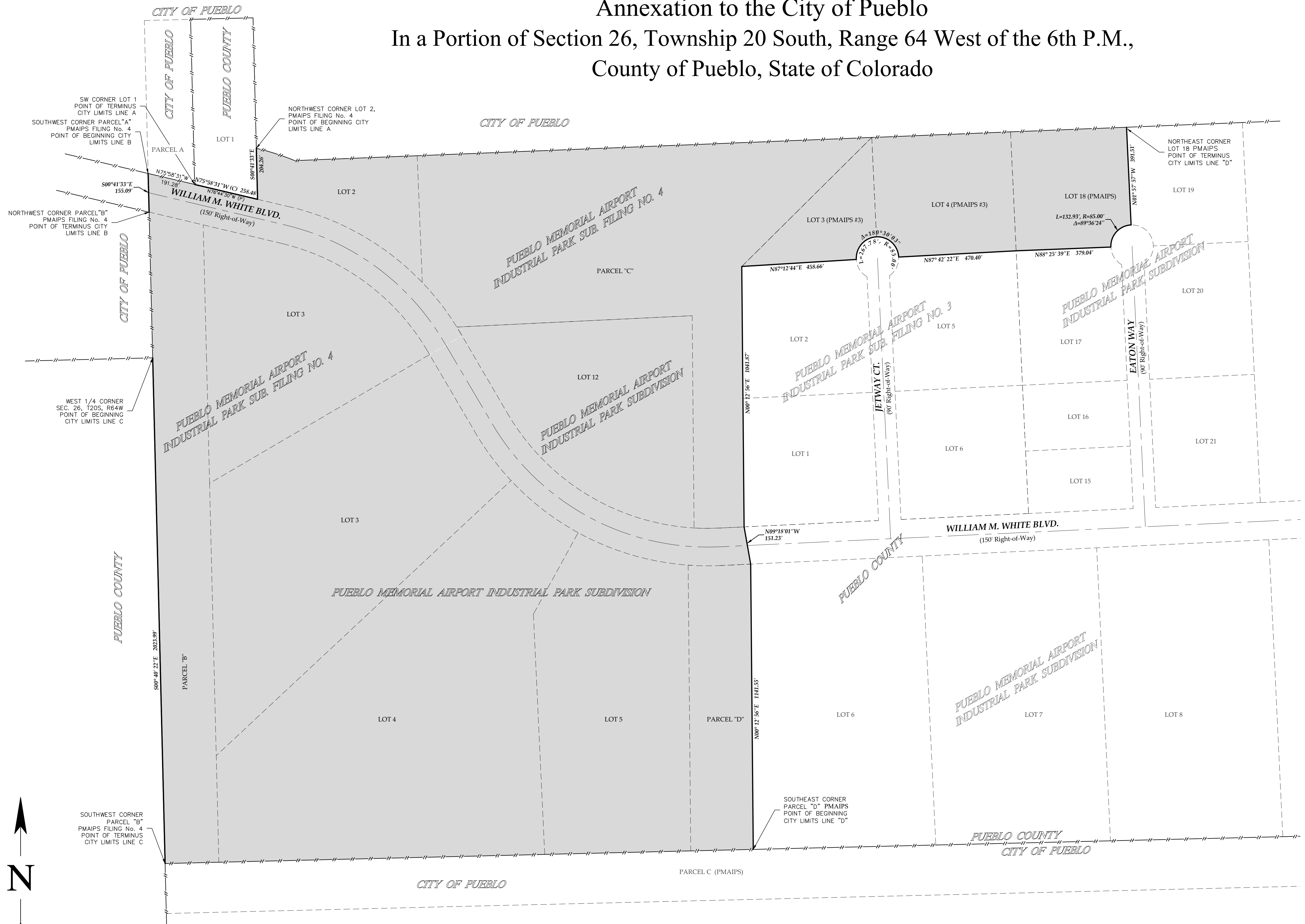
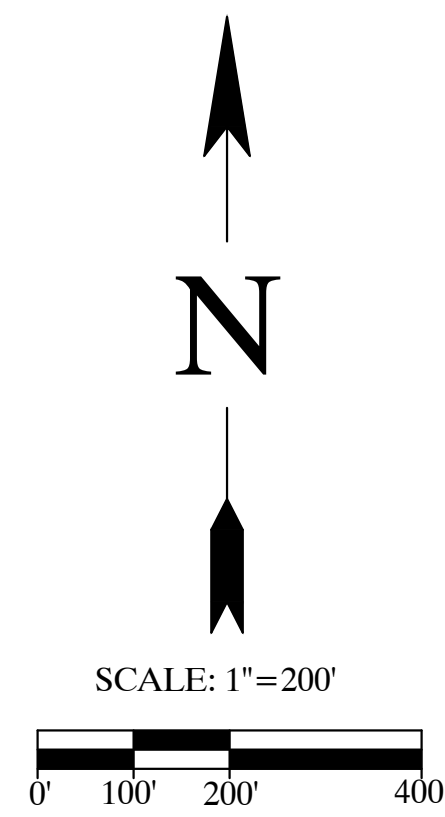
Perimeter Contiguous to City Limits = 44%

Area to be Annexed into City: 168.2 Ac±

VICINITY MAP



SCALE: 1"=6000'



- Existing City Limits Line
- New City Limits Line
- Area to be Annexed into City
- (C) Calculated Bearing
- (P) Plat Bearing

Basis of Bearings: Bearings shown hereon are the same as shown on the recorded plat of Pueblo Memorial Airport Industrial Park Subdivision as recorded in Book 2836 at Page 665 of the Pueblo County Records.

Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT

FOR

PUEBLO MEMORIAL AIRPORT WEST ANNEXATION

As part of the Annexation application process, the following impact report concerning the **Pueblo Memorial Airport West Annexation** has been prepared. The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

- (a) A map or maps of the municipality and adjacent territory to show the following information:
- (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the PUEBLO MEMORIAL AIRPORT WEST ANNEXATION Plat included as Exhibit 1.

- (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

William White Blvd, municipal water, sanitary sewer, and other utilities are currently located in the William White Blvd right-of way, running from the northeast corner of the annexation area to the western boundary.

- (III) The existing and proposed land use pattern in the areas to be annexed;

The proposed future land use as identified in the 2022 Pueblo Regional Comprehensive Plan is “Light Industrial.” The primary land uses within this designation are research and development, manufacturing, processing, maintenance, repair shops, warehousing, and distribution facilities. Supporting land uses include limited retail services, restaurants, and other support services. The Pueblo Airport Industrial Park is one of the areas specifically identified in the description for a “Light Industrial” area. Characteristics of a “Light Industrial” area are provisions for more intensive industrial uses that require larger sites and have a greater impact on surrounding areas. The property is current land vacant land that is comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo.

- (b) A copy of any draft or final pre-annexation agreement, if available;

Not Applicable.

- (c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo is currently providing wastewater, stormwater, and fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Additionally, domestic water service is already provided by Pueblo Water. Pueblo Water is the municipal water provider authorized under the City Charter for the City of Pueblo and currently already provides water service to this area under its policies and regulations.

- (d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and Police services will be funded through the City's General Fund.

- (e) A statement identifying existing districts within the area to be annexed;

The annexation area is within the boundaries of the Southeastern Colorado Water Conservancy District, Lower Arkansas Valley Water Conservancy District, Pueblo City-County Library District, and Pueblo School District 70.

- (f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Pueblo Memorial Airport West Annexation is located within the boundaries of Pueblo School District 70. The proposed annexation area is not projected to generate any residential development. Employment opportunities that are expected to be generated within the proposed annexation area could attract families that may increase the number students. Although any additional growth in students will likely be dispersed within the school districts within the Pueblo region and not create a direct impact for additional public-school facilities.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-688987-45943BM

Issued: 10/13/2025

Quote Expiration: 11/14/2025

Estimated Contract Start Date: 12/15/2025

Account Number: 105756

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Pueblo Police Department - CO 200 S Main St Pueblo, CO 81003-3525 USA	Pueblo Police Department - CO 200 S Main St Pueblo CO 81003-3525 USA Email: 84-6000615

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	James Martin Phone: (719) 549-1200 Email: jmartin@pueblo.us Fax: (719) 5532479

Quote Summary

Program Length	52 Months
TOTAL COST	\$138,924.60
ESTIMATED TOTAL W/ TAX	\$138,924.60

Discount Summary

Average Savings Per Year	\$3,757.37
TOTAL SAVINGS	\$16,281.92

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$138,924.60	\$0.00	\$138,924.60
Total	\$138,924.60	\$0.00	\$138,924.60

Quote Unbundled Price:	\$155,206.52
Quote List Price:	\$155,206.52
Quote Subtotal:	\$138,924.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			\$1,518.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5			\$64.00	\$64.00	\$320.00	\$0.00	\$320.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4			\$356.00	\$0.00	\$0.00	\$0.00	\$0.00
74116	AXON INTERVIEW - COVERT ENCLOSURE	4			\$110.00	\$110.00	\$440.00	\$0.00	\$440.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$209.00	\$209.00	\$836.00	\$0.00	\$836.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$700.00	\$700.00	\$2,800.00	\$0.00	\$2,800.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7			\$209.00	\$209.00	\$1,463.00	\$0.00	\$1,463.00
50298	AXON INTERVIEW - CAMERA - OVERT DOME	7			\$985.00	\$985.00	\$6,895.00	\$0.00	\$6,895.00
50295	AXON INTERVIEW - SERVER - PRO	2			\$5,413.00	\$5,413.00	\$10,826.00	\$0.00	\$10,826.00
50322	AXON INTERVIEW - TOUCH PANEL PRO	6			\$2,532.00	\$2,532.00	\$15,192.00	\$0.00	\$15,192.00
A la Carte Software									
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	52		\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	52		\$27.82	\$13.91	\$4,339.92	\$0.00	\$4,339.92
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	52		\$110.19	\$110.19	\$63,028.68	\$0.00	\$63,028.68
A la Carte Services									
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6			\$5,000.00	\$5,000.00	\$30,000.00	\$0.00	\$30,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6			\$464.00	\$464.00	\$2,784.00	\$0.00	\$2,784.00
Total							\$138,924.60	\$0.00	\$138,924.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	1	11/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	11/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	11/15/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	11/15/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	11/15/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	1	11/15/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	1	11/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	11/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	1	11/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	12/15/2025	04/14/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	12/15/2025	04/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	12/15/2025	04/14/2030

Services

Bundle	Item	Description	QTY
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 S Main St	Pueblo	CO	81003-3525	USA

Payment Details

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Bill	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	6	\$2,784.00	\$0.00	\$2,784.00
Upfront Bill	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	6	\$0.00	\$0.00	\$0.00
Upfront Bill	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$4,339.92	\$0.00	\$4,339.92
Upfront Bill	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	11	\$63,028.68	\$0.00	\$63,028.68
Upfront Bill	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$0.00	\$0.00	\$0.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	7	\$1,463.00	\$0.00	\$1,463.00
Upfront Bill	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$836.00	\$0.00	\$836.00
Upfront Bill	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$2,800.00	\$0.00	\$2,800.00
Upfront Bill	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	\$0.00	\$0.00	\$0.00
Upfront Bill	50295	AXON INTERVIEW - SERVER - PRO	2	\$10,826.00	\$0.00	\$10,826.00
Upfront Bill	50298	AXON INTERVIEW - CAMERA - OVERT DOME	7	\$6,895.00	\$0.00	\$6,895.00
Upfront Bill	50322	AXON INTERVIEW - TOUCH PANEL PRO	6	\$15,192.00	\$0.00	\$15,192.00
Upfront Bill	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$320.00	\$0.00	\$320.00
Upfront Bill	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	\$440.00	\$0.00	\$440.00
Upfront Bill	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	6	\$30,000.00	\$0.00	\$30,000.00
Total				\$138,924.60	\$0.00	\$138,924.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/13/2025



**PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS
(NORTHERN & ORMAN – CITY LAND EXCHANGE)**

City: City of Pueblo, a Colorado municipal corporation
211 East D Street
Pueblo, Colorado 81003
Attention: Ms. Beritt Odom
Telephone: 719-553-2244
Facsimile: ___ - ___ - ___
E-Mail: bodom@pueblo.us

with a copy to: City of Pueblo, a Colorado municipal corporation
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003
Attention: Carla Sikes, City Attorney
Telephone: 719-562-3896
Facsimile: ___ - ___ - ___
E-Mail: csikes@pueblo.us

Circle K: Circle K Stores Inc., a Texas corporation
5500 South Quebec Street, Suite 100
Greenwood Village, Colorado 80111
Attention: Jon Douglas, Real Estate Development Manager
Telephone: (720) 341-5246
E-Mail: jon.douglas@circlek.com

with a copy to: Haynes and Boone, LLP
112 E. Pecan, Suite 2400
San Antonio, Texas 78205
Attention: George Hinchey
Telephone: (210) 978-7415
E-Mail: George.hinchey@haynesboone.com

Escrow Agent: Chicago Title of Texas, LLC
Attention: Allyson Shirar
13737 Noel Rd., Suite 100
Dallas, Texas 75240
Telephone: (972) 619-4649
E-mail: Allyson.Shirar@ctt.com

Escrow #: _____

- City Property:** Approximately 10,000 square feet located at 819 West Northern Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel No. 1501319003, and legally described and/or generally depicted on **Exhibit “A”** (the “**City Land**”), together with all improvements and appurtenances thereto.
- Acquisition Property:** Approximately 149,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “B”** (the “**Acquisition Land**”), together with all improvements and appurtenances thereto.
- Circle K Property:** Approximately 60,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “C”** (the “**Circle K Land**”), together with all improvements and appurtenances thereto. For clarification purposes, the Circle K Land is a portion of the Acquisition Land.
- Exchange Property:** Approximately 99,000 square feet located at 1228 East Orman Avenue, Pueblo, Colorado 81004, designated as County Assessor Parcel Nos. 1501319002 and 1501319001, and legally described and/or generally depicted on **Exhibit “C”** (the “**Exchange Land**”), together with all improvements and appurtenances thereto. For clarification purposes, the Exchange Land is a portion of the Acquisition Land.
- Purchase Price:** The purchase price to be paid by City for the Exchange Property at Closing (as defined below) shall be Six Hundred Thousand and No/100 Dollars (\$600,000.00).
- Investigation Period:** Ninety (90) days from the Effective Date (as defined below).
- Governmental Approval Period:** One Hundred Eighty (180) days from the expiration of the Investigation Period, subject to any applicable extensions.
- Extension Periods:** Two (2) 60-day extensions of the Governmental Approval Period.
- Acquisition Date:** The date as defined in Section 5.07.
- Closing Date:** Thirty (30) days after the earlier of (i) expiration of the Governmental Approval Period or (ii) the Acquisition Date, provided, however, upon ten (10) days prior written notice, Circle K may cause the Closing Date to occur simultaneously with the Acquisition Date (for a simultaneous closing with the Acquisition Contract).

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE REFERRED TO THROUGHOUT THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS.

RECITALS

A. City is the Owner of the City Property legally described and/or generally depicted on **Exhibit “A”**.

B. Circle K is currently negotiating the purchase of the Acquisition Property legally described and/or generally depicted on **Exhibit “B”**.

C. Subject to the successful acquisition by Circle K of the Acquisition Property in accordance with the terms of the Acquisition Contract (as defined below) and the terms and conditions hereof, Circle K desires to convey the Exchange Property legally described and/or generally depicted on **Exhibit “C”** to the City in exchange for (i) the City’s payment of the Purchase Price (defined below) and (ii) the City’s conveyance of the City Property to Circle K (as further described in Sections 1.02 and 1.03, the “**Exchange Transaction**”).

ARTICLE I AGREEMENT, EXCHANGE

Section 1.01. Agreement. This Purchase Agreement and Escrow Instructions (inclusive of all exhibits, this “**Contract**”) will constitute a binding and effective agreement of City and Circle K effective as of the “**Effective Date**” (as defined in Section 1.04).

Section 1.02. Circle K Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of the City’s agreement in Section 1.03, Circle K agrees to convey to the City the Exchange Property, and the City hereby agrees to accept from Circle K the Exchange Property and pay the Purchase Price.

Section 1.03. City Exchange. Subject to the terms and conditions set forth in this Contract and in consideration of Circle K’s agreement in Section 1.02, City agrees to convey to Circle K the City Property and Circle K hereby agrees to accept from City the City Property.

Section 1.04. Effective Date. The term “**Effective Date**” means the date upon which Escrow Agent has in its possession at least one fully executed original or electronic counterpart of this Contract and, by its execution below, accepts this Contract as its escrow instructions. Escrow Agent will indicate the date of the Effective Date on Escrow Agent’s Acceptance attached at the end of this Contract.

Section 1.05. Close of Escrow. The completion of the Exchange Transaction and closing of the Escrow (referred to interchangeably as the “**Closing**” or the “**Close of Escrow**”) will occur on or before the Closing Date or any earlier date agreed to between City and Circle K.

Section 1.06. Escrow Instructions. This Contract, including the “**Additional Escrow Instructions**” attached as **Exhibit “D”**, will constitute the sole escrow instructions to Escrow Agent, and no standard form escrow instructions of Escrow Agent will be used for this Escrow.

Section 1.07. Earnest Money and Purchase Price. City agrees to execute a promissory note in favor of Circle K in the amount of \$25,000.00 and deposit the same with the Escrow Agent no later than five (5) days after execution of this Contract (the “**Earnest Money Promissory Note**”). The Earnest Money Promissory Note shall be in the form and substance of the attached Schedule 1.07 attached hereto and made part hereof for all purposes. Circle K agrees to deposit \$25,000.00 with the Escrow Agent no later than five (5) days after the Effective Date (the “**CK Earnest Money**”). The City Earnest Money and the CK Earnest Money being collectively referred to herein as the “**Earnest Money**”. If the Escrow closes, the City Earnest

Money Promissory Note will be cancelled and returned to the City. To consummate its purchase of the Exchange Property, City agrees to pay the Purchase Price to Circle K in cash (“Closing Cash”) through Escrow on the Closing Date.

Section 1.08. AS IS CONDITION. Except as it relates to (i) City’s representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, Circle K acknowledges that it will be acquiring the City Property based solely upon its inspection and investigation of the City Property and that Circle K will be purchasing the City Property “AS IS” “WHERE IS” and “WITH ALL FAULTS” based upon the condition of the City Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, City’s REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), CITY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CITY PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING.

Except as it relates to (i) Circle K’s representations and warranties as set forth in this Contract and (ii) matters set forth in the closing documents pursuant to the transaction contemplated herein to include, without limitation, the warranty of title contained in the Deed, City acknowledges that it will be acquiring the Exchange Property based solely upon its inspection and investigation of the Exchange Property and that City will be purchasing the Exchange Property “AS IS” “WHERE IS” and “WITH ALL FAULTS” based upon the condition of the Exchange Property as of the Effective Date. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, Circle K’s REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), CIRCLE K MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCHANGE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING.

Section 1.09. Release. IF CITY ELECTS TO ACQUIRE CIRCLE K’S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CITY, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K’S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), TO ACCEPT THE EXCHANGE PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CIRCLE K (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, “CLAIMS”) ARISING FROM OR RELATED TO THE EXCHANGE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE EXCHANGE PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE EXCHANGE PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION

APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CITY AGAINST CIRCLE K FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CIRCLE K AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CIRCLE K'S ACTS OR OMISSIONS WITH RESPECT TO THE EXCHANGE PROPERTY PRIOR TO CLOSING. CITY ACKNOWLEDGES AND AGREES THAT CIRCLE K HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, THAT THE PURCHASE PRICE IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CIRCLE K WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR EXCHANGE THE EXCHANGE PROPERTY TO CITY ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CIRCLE K'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.04), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CITY WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

IF CIRCLE K ELECTS TO ACQUIRE CITY'S INTEREST IN THE PROPERTY UNDER THE TERMS OF THIS CONTRACT, CIRCLE K, FOR ITSELF AND ITS AFFILIATES, ANY PERMITTED ASSIGNEE, ANY LENDER, AND ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, ADVISORS, AND OTHER REPRESENTATIVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), TO ACCEPT THE CITY PROPERTY AT THE CLOSING AS-IS, WHERE-AS WITH ALL FAULTS, AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS EXPENSES AND CLAIMS AGAINST CITY (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO THE CITY PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE CITY PROPERTY, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY EXIST OR ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE CITY PROPERTY (INCLUDING WITHOUT LIMITATION THE PHYSICAL, OPERATIONAL, ENVIRONMENTAL, AND STRUCTURAL CONDITION OF THE PROPERTY) OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIMS OR OTHER MATTERS RELATING TO THE USE, PRESENCE, DISCHARGE OR RELEASE OF HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE OR ABOUT THE PROPERTY, EXCEPTING (A) ANY CLAIMS BY CIRCLE K AGAINST CITY FOR A BREACH OR DEFAULT (WHETHER OCCURRING PRIOR TO OR SUBSEQUENT TO CLOSING) UNDER THIS CONTRACT BY CITY AND (B) ANY CLAIMS BROUGHT BY A THIRD PARTY ARISING OUT OF CITY'S ACTS OR OMISSIONS WITH RESPECT TO THE CITY PROPERTY PRIOR TO CLOSING. CIRCLE K ACKNOWLEDGES AND AGREES THAT CITY HAS AGREED TO ENTER INTO THIS CONTRACT IN CONSIDERATION FOR AND IN RELIANCE UPON THE LIMITATIONS OF

LIABILITY CONTAINED IN THIS CONTRACT, THAT THE TRANSACTION CONTEMPLATED HEREIN IS BASED IN PART ON SUCH LIMITATIONS OF LIABILITY, AND THAT CITY WOULD NOT HAVE AGREED TO EXECUTE THIS CONTRACT OR CITY THE EXCHANGE PROPERTY TO CIRCLE K ON TERMS THAT DID NOT INCLUDE SUCH LIMITATIONS OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND ANY CLOSING DOCUMENTS PURSUANT TO THE TRANSACTIONS CONTEMPLATED IN THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, CITY'S REPRESENTATIONS AND WARRANTIES IN SECTION 3.03), THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CIRCLE K WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING OR ANY EARLIER TERMINATION OF THIS CONTRACT.

ARTICLE II DUE DILIGENCE DOCUMENTS

Section 2.01. Title. Within five (5) days after the Effective Date, Escrow Agent will provide Circle K with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the City Property in the amount reasonably requested by Circle K and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**Circle K Report**"). The Circle K Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date. Within five (5) days after the Effective Date, Escrow Agent will provide City with a preliminary title report or title commitment for an ALTA extended owner's policy of title insurance for the Exchange Property in the amount reasonably requested by City and complete and legible copies of all instruments and documents referred to as exceptions to title, including a copy of the so-called vesting deed (collectively, the "**City Report**"). The City Report must be issued by Escrow Agent or an acceptable title insurance underwriter, must include all title requirements for closing, and must be dated with an effective date and time after the Effective Date.

Section 2.02. Survey. During the Investigation Period, Circle K, at Circle K's cost, shall cause to be prepared an ALTA/NSPS Land Title Survey ("**CK Survey**") of the Acquisition Property and City Property (which may be in the form of one survey of both properties). The Survey will be certified to Circle K, City, and Escrow Agent, and Circle K will cause a copy of the Survey to be delivered to City and Escrow Agent. The Survey will be the basis for determining the final legal description for the Circle K Property, the Exchange Property and the City Property. The parties acknowledge that the exact measurements of the Acquisition Property, the Exchange Property and the Circle K Property are to be determined during the Investigation Period and agreed upon by the parties in their commercially reasonable discretion.

Section 2.03. Environmental. During the Investigation Period, Circle K, at Circle K's cost, may cause to be prepared a Phase I Environmental Site Assessment and, if necessary or desirable, a Phase II report (collectively, the "**ESA**") of the Acquisition Property and the City Property in accordance with any current ASTM Standards. If prepared, Circle K will cause a copy of the ESA to be delivered to City and for the City to be an additional party certified in the ESA.

Section 2.04. Due Diligence Documents. Within five (5) days after the Effective Date, City will deliver to Circle K copies of all existing surveys, leases, environmental reports, water reports, soil tests, topography studies, archaeological tests, engineering reports, traffic studies, maintenance records, marketing studies, maintenance reports, appraisals, zoning reports, zoning stipulations, development agreements, cost estimates, infrastructure plans, licenses, tax abatement agreements, revenue sharing arrangements, and

similar records relating to the City Property that were delivered to or performed by or for City or its affiliates and/or that are in the possession of, or are readily available to, City, its agents, or its affiliates (collectively, the “**Due Diligence Documents**”). The Investigation Period shall be automatically extended one (1) day for each day that delivery of the Due Diligence Documents is delayed beyond the five (5) day period set forth above.

Section 2.05. Exchange Diligence Documents. Within five (5) days after receipt, Circle K will deliver to City copies of any due diligence related documents received by Circle K under the Acquisition Contract (collectively, the “**Exchange Diligence Documents**”). In all instances, the Exchange Diligence Documents are provided as an accommodation to City and are provided without warranty for accuracy or completeness of any kind and are delivered AS-IS, WHERE-IS and with all FAULTS. City acknowledges and agrees that City will rely solely upon City’s due diligence investigation and City’s experience, expertise and subjective good faith judgment as to all such matters. Furthermore, City hereby releases Seller and the Acquisition Contract Seller from any claims related to the accuracy of such information in the Exchange Diligence Documents provided to the City, and City further waives any claims related to or arising from the City’s reliance on such Exchange Diligence Documents.

ARTICLE III INTERIM CITY OBLIGATIONS AND REPRESENTATIONS

Section 3.01. Interim Acts of City and Circle K. City with respect to the City Property and Circle K with respect to the Exchange Property, each agree as to the respective property that, from the Effective Date until the Closing or earlier termination of this Contract, without the prior written consent of the other party, they will not (except as may be set forth in the Acquisition Contract as it relates to the Acquisition Property, to include, without limitation, the Exchange Property): (a) enter into any lease or other oral or written agreement affecting their respective property, (b) permit any modifications or additions to their respective property (including, but not limited to, changing the native grade of such property), (c) grant any easements or other encumbrance with respect to their respective property, and/or (d) allow any liens to attach to their respective property before the Closing.

Section 3.02. Work on Property. To the extent that there is any work performed on the City Property by City, City’s agents, or independent contractors engaged by City prior to the Closing, all invoices, liens, and/or payment requests will be paid in full by City by no later than the Closing. If requested by Circle K or Escrow Agent, City will deliver unconditional lien releases to Circle K and Escrow Agent for all work performed by City, City’s agents, or any independent contractor engaged by City.

Section 3.03. Representations and Warranties of City. City represents and warrants to Circle K as follows:

(a) City is the owner of marketable fee simple title to the City Property. The City Property has access to one or more public roadways.

(b) To City’s knowledge, except as disclosed in the Due Diligence Documents, the City Property is not now being used and, to City’s knowledge, has not previously been used for the generation, transportation, treatment, storage, or disposal of any hazardous or toxic wastes or substances that are subject to regulation under any federal, state, or local laws or regulations (“**Hazardous Waste Laws**”). To City’s knowledge, except as disclosed in the Due Diligence Documents, there have been no past or current releases or substantial threats of a release of a hazardous or toxic waste or substance from or unto the City Property that are or may be subject to regulation under the Hazardous Waste Laws.

(c) To City's knowledge, there are no intended public improvements that will or could result in any charges being assessed against the City Property and that will or could result in a lien or encumbrance upon the City Property or its owners.

(d) To City's knowledge, there is no pending or contemplated condemnation or taking by inverse condemnation of all or any portion of the City Property by any Governmental Authorities.

(e) The act of entering into this Contract and the completion of this transaction will not in any way violate any agreements to which City is a party or any laws to which City is subject.

(f) This Contract has been duly authorized and executed on City's behalf and constitutes the valid and binding agreement of City, enforceable in accordance with its terms. City is not prohibited from consummating this transaction by the terms of its governing document or any judicial or governmental order or stay.

(g) Other than this Contract, City has not entered into any written or oral agreement or option under which City is or could become obligated to sell or dedicate all or any portion of the City Property and City will not enter into this type of agreement or option with respect to the City Property during the term of the Escrow.

(h) To City's knowledge, there are no wells, drilling holes, wellheads, or underground storage tanks located on or under the surface of the City Property.

(i) City has not entered into any oral or written agreement with any third party that would subject the Property to any land use regulation, restriction, condition, or stipulation.

(j) To City's knowledge, there are no parties in adverse possession of the City Property, and no party uses or is in possession of the City Property other than City.

(k) City is not a Prohibited Person¹ as defined in the USA PATRIOT Act, Public Law 107-56, as amended.

(l) The City Property is not subject to any land use regulation, restriction, condition or stipulation that may be imposed by any oral or written agreement between City and any third

¹ A "**Prohibited Person**" shall mean any person, organization, or entity: (i) listed in the Annex to, or is otherwise subject to, the provisions of Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (iv) that commits, threatens, or conspires to commit or supports "**terrorism**" as defined in the Executive Order; (v) that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn>, or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by IEEPA, OFAC, or any other law, regulation, or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of the above clauses of this definition of Prohibited Person.

party that would prevent or impair Circle K's contemplated development and operation of the City Property.

(m) The City Property is zoned B-4 by the City/Town of Pueblo, Colorado and there are no stipulations or restrictions against the use and development of the City Property as a convenience store.

(n) The City Property is not subject to any lease or occupancy license that would give anyone other than Circle K the right to use or occupy the City Property after the Closing Date.

All City representations and warranties contained in this Contract are true on and as of the Effective Date, will be true on and as of the Close of Escrow, and will survive the Close of Escrow and the execution, delivery, and recordation of the conveyancing deed. Should City, at any time after the Effective Date and prior to Closing, learn that any of the foregoing representations and warranties are no longer true and correct, City shall promptly notify Circle K of such fact, stating with specificity the nature and extent to which City's representations and warranties have changed. Any breach of the warranties or representations made to City by Circle K under this Contract shall be deemed an Event of Default under Section 8.05 herein, and shall be subject to Circle K's remedies as set forth therein.

Section 3.04. Circle K Representations and Warranties. Circle K represents and warrants to City as follows:

(a) Circle K has the full power to execute, deliver, and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery, and performance of this Contract;

(b) The execution and delivery of this Contract is not prohibited by, will not conflict with, constitute grounds for termination of, or result in the breach of any agreements or instruments to which Circle K is now a party or by which it is bound, or any order, rule, or regulation of any court or any other governmental agency or official; and

(c) Circle K has provided the Exchange Diligence Documents as provided to Circle K under the Acquisition Contract.

(d) This Contract constitutes the valid and binding agreement of Circle, enforceable in accordance with its terms, subject to the provisions of Sections 5.06 and 5.07 below.

ARTICLE IV TITLE AND SURVEY CONTINGENCY

Section 4.01. Title and Survey Matters.

(a) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, Circle K objects to and City shall deliver the City Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) any restrictions prohibiting use of the Property as or for a convenience store, for the sale of motor vehicle fuels, and/or any restrictions on hours of operation; (iii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); and (v) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the Circle K Report identifies any such

encumbrances and City does not remove such encumbrances or does not commit to such removal on or before Closing, then at any time thereafter, Circle K may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If Circle K fails to terminate and proceeds to Closing, then such conveyance of the City Property will be made subject to such encumbrances.

(b) Notwithstanding anything to the contrary in this Contract and without the need to make any formal written objections, City objects to and Circle K shall deliver the Exchange Property free of: (i) all deeds of trust and/or mortgages and any ancillary encumbrances, including but not limited to, assignments of leases and rents and UCC-1 financing statements; (ii) all judgment liens, mechanic's liens, notices of lis pendens, tax liens, attachments, and any other matters evidencing monetary encumbrances (other than liens for non-delinquent property taxes); (iii) any options or rights of purchase or first refusal; and (iv) notices of lease, possession, or occupancy rights to all or part of the Property. In the event the City Report identifies any such encumbrances and Circle K does not remove such encumbrances or does not commit to such removal in writing on or before Closing, then at any time thereafter, City may terminate this Contract and in such instance the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City and the parties shall owe no further duty to each other save and except those which survive Closing. If City fails to terminate and proceeds to Closing, then such conveyance of the Exchange Property will be made subject to such encumbrances.

ARTICLE V OTHER CIRCLE K CONTINGENCIES

Section 5.01. Circle K Investigations. Circle K will have until the end of the Investigation Period within which to conduct and consider any feasibility studies, physical inspections, environmental testing, due diligence investigations, economic studies, marketing reports, utility studies, soil tests, other tests or investigations, or any other matter concerning the City Property (collectively, the “**Circle K Investigations**”) deemed necessary by Circle K, in its sole discretion, to determine the economic, physical, developmental, and operational feasibility of Circle K’s purchase of the City Property. Circle K’s obligation to consummate the transaction contemplated herein is conditioned on Circle K’s approval of the results of the Circle K Investigations and the Due Diligence Documents, in Circle K’s sole discretion. Circle K has the absolute right to terminate this Contract for any reason during the Investigation Period, and shall not be obligated to close the transaction for the consummation of the transaction contemplated herein unless Circle K delivers to City, prior to the end of the Investigation Period, written notice that Circle K has waived its right to terminate this Contract pursuant to this Section 5.01 (the “**Exercise Notice**”). The date on which Circle K delivers the Exercise Notice to City (so long as it is delivered on or prior to the end of the Investigation Period) is referred to herein as the “**Going Forward Date**” and the Investigation Period shall end on the Going Forward Date. If Circle K fails to timely deliver the Exercise Notice to City prior to the expiration of the Investigation Period, then this Contract shall immediately terminate at 11:59 p.m. local time at the City Property on the last day of the Investigation Period and both parties shall be fully released herefrom, except as otherwise expressly provided in this Contract, as of 11:59 p.m. local time at the City Property on the last day of the Investigation Period; provided, however, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 5.02. Right of Entry. City grants to Circle K and Circle K’s agents, employees, and contractors the right to enter upon the City Property, at all reasonable times during the term of this Escrow, to conduct any Circle K Investigations. City agrees (at no cost to City) to cooperate in a reasonable manner with Circle K and its agents, employees, and contractors in the performance of the Circle K Investigations. To the extent Circle K damages or disturbs the City Property, Circle K will return the City Property to

substantially the same condition that existed immediately prior to the Circle K Investigations. Circle K agrees to indemnify, defend, and hold City harmless for, from, and against any claim, damage, liability, cost (including reasonable court costs and attorney fees), or loss for property damage or bodily injury arising as a direct consequence of Circle K Investigations, excluding any conditions which previously existed upon the City Property. This inspection indemnity of Circle K will survive the cancellation of this Contract and Escrow and the Closing.

Section 5.03. Credits. City is not aware of any City credits, including impact fee credits, tap fee credits, or any other credits related to the demolition or improvements on the Acquisition Property but to extent such City credits exist (whether such exist as of the Effective Date or arise after the Effective Date by virtue of the demolition of the improvements on the Acquisition Property), agrees that such City credits will inure to the benefit of Circle K. The provisions of this Section 5.03 shall survive Closing and delivery of the deeds.

Section 5.04. Entitlement Approvals.

(a) Circle K's obligation to close this Escrow and consummate the purchase of the Property is conditioned upon Circle K's ability to obtain from the applicable Governmental Authorities on or before the expiration of the Governmental Approval Period, all necessary final and written permits and approvals necessary for Circle K to develop and operate the City Property (together with the Circle K Property) as a convenience store (including, at Circle K's election, a quick serve restaurant and/or a car wash) selling alcoholic beverages, motor vehicle fuels, and lottery tickets (or other allowable gaming), including, without limitation, any zoning changes, zoning variances, Circle K's Site Plan approvals, use permits, liquor licenses, special use permits, gaming license, beer and wine license, subdivision approvals, lot divisions, other land use entitlements and building permits and approvals necessary for Circle K's intended development of the City Property (together with the Circle K Property), subject to only those conditions, stipulations, costs and other matters as are acceptable to Circle K in its sole and absolute discretion (collectively, the "**Entitlement Approvals**"). If Circle K delivers notice to City on or before the expiration of the Governmental Approval Period, as may be extended by Circle K, that Circle K has been unable to obtain any of the Entitlement Approvals Circle K desires or which may otherwise be required, then this Contract and the Escrow will be immediately deemed cancelled, and the cancellation will be governed by the provisions of Section 5.10.

(b) Intentionally Omitted.

(c) City will cooperate in all reasonable respects with Circle K in applying for and obtaining the Entitlement Approvals, but all costs for any applications will be solely those of Circle K.

(d) Circle K may extend the Governmental Approval Period for the Extension Periods by notifying City and Escrow Agent in writing prior to the expiration of the then-applicable Governmental Approval Period and depositing with Escrow Agent the Extension Deposit within five (5) days after the commencement of such Extension Period.

Section 5.05. Intentionally Omitted.

Section 5.06. Management Approval. This transaction is subject to the approval of Circle K's (or its corporate parent's) senior management and/or Board of Directors ("**Management Approval**"). Circle K shall use reasonable efforts to obtain Management Approval no later than the expiration of the Governmental

Approval Period. In the event Management Approval is not received, then Circle K may terminate this Contract and such termination shall be governed by the terms of Section 5.10.

Section 5.07. Contingent Closing. City acknowledges that Circle K is currently in negotiations for the acquisition of the Acquisition Property by way of a purchase and sale agreement with the existing owner of the Acquisition Property (the “**Acquisition Contract**”). In the event that Circle K does not enter into the Acquisition Contract on or before the expiration of the Investigation Period, then this Contract shall automatically terminate and such termination shall be governed by the terms of Section 5.10. City further acknowledges that Circle K is under no duty to acquire the Acquisition Property and this Contract and the transaction contemplated herein is subject to Circle K acquiring such Acquisition Property. In the event Circle K enters into the Acquisition Contract but does not acquire the Acquisition Property for any reason whatsoever, then, notwithstanding anything in this Contract to the contrary, this Contract shall immediately terminate and such termination shall be governed by the terms of Section 5.10. In the event Circle K acquires the Acquisition Property, such date of acquisition shall be referred to herein as the “**Acquisition Date**”.

Section 5.08. Intentionally Omitted.

Section 5.09. Intentionally Omitted.

Section 5.10. Failure of Condition. If Circle K properly provides written notice of its election to cancel this Contract and the Escrow, the cancellation will be immediate, neither City nor Circle K will have any further obligation or responsibility to the other to perform under this Contract; provided, however the Title Company shall immediately refund the CK Earnest Money to Circle K and the City Earnest Money to City. Circle K’s failure to timely deliver a written notice of cancellation for a failure of any of the contingencies described above will be deemed a waiver of Circle K’s right to cancel this Contract for a failure of that condition.

ARTICLE VI CLOSING

Section 6.01. Non-Foreign Affidavit. At the Closing, each party shall deliver to the other a sworn affidavit stating, under penalty of perjury, that such party is not a “foreign person” as defined in the Internal Revenue Code of 1986, as amended (“**Code**”).

Section 6.02. City Other Properties.

(a) At the Closing, if City directly owns or leases other real property or acquires/leases other real property within 10 years from the date of Closing (excluding the City Property but including the Exchange Property), any part of which is closer than 1/4 mile to any part of the Circle K Property (called the “**Burdened Property**”), City, at Closing, will execute and cause to be recorded against the Burdened Property a declaration of restrictions, running with the land in form and substance satisfactory to Circle K, containing the following use restrictions and protections for Circle K and the Circle K Property:

No part of the Burdened Property will be used as a (i) fueling facility; (ii) car wash; (iii) mobile food truck; (iv) store, kiosk or retail facility selling items typically sold in a convenience store (including, without limitation, coffee, cigarettes, beer/wine/liquor and lottery tickets, and/or (iv) “convenience store” as commonly known in the retail trade in the state of Colorado as of the date hereof, including without limitation such stores operated by such operators of convenience stores as Circle K (or its affiliates), 7-11, ARCO amp, or QuikTrip (collectively, the “**Convenience Store Restrictions**”).

(b) Notwithstanding anything to the contrary in this Contract, Circle K will have the right to enforce any violation of the above declaration by any remedy available at law or in equity, including the right to injunctive relief without the necessity of posting a bond.

Section 6.03. Closing Deliveries. City, on the Closing Date, will deposit with Escrow Agent (for disbursement to Circle K) the Closing Cash and (for recordation, if applicable, and delivery to Circle K): a special warranty deed for the City Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit “E”**, subject to those title and/or survey matters in the Circle K Title Report (the “**Deed**”), the declaration required in **Section 6.02**, a bill of sale for any personal property located on the City Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the City Property (if Circle K elects to do so in a separate document), the declaration of restrictions contemplated in Section 6.02 above, and the Tax Proration Agreement (as defined below), such other documents and instruments as may be required by applicable law, and all resolutions and authorizations required by Escrow Agent to insure City’s authority and ability to sell the City Property. Circle K, on the Closing Date, will deliver to Escrow Agent (for disbursement to City) a special warranty deed for the Exchange Property in the form (and compliant with local requirements) as is substantially attached as **Exhibit “E”**, subject to those title and/or survey matters in the City Title Report (the “**Deed**”), a bill of sale for any personal property located on the Exchange Property, an assignment of any transferable permits, licenses, warranties, and entitlements related to the Exchange Property (if City elects to do so in a separate document), and all resolutions and authorizations required by Escrow Agent to insure Circle K’s authority and ability to acquire the Property. In addition, upon Closing, Escrow Agent shall return to City the Earnest Money Promissory Note marked “cancelled” without further instruction from either Circle K or City.

Section 6.04. Possession. City must deliver exclusive physical possession of the City Property to Circle K at Close of Escrow, subject only to those matters in the Circle K Title Report. Circle K must deliver exclusive physical possession of the Exchange Property to City at Close of Escrow, subject only to those matters in the City Title Report and the Remediation Escrow Agreement.

Section 6.05. Accuracy of Warranties. Circle K’s obligation to purchase the Property is conditioned upon the truth and accuracy, in all material respects, of City’s warranties and representations made under this Contract. City will indemnify, defend, and as of the Closing Date hold harmless Circle K for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by City. City’s participation in this transaction is conditioned upon the truth and accuracy, in all material respects, of Circle K’s warranties and representations made under this Contract. Circle K will indemnify, defend, and hold harmless City for, from, and against any claims, expenses, liabilities, losses, liens, damages, and costs, including attorney fees in a reasonable amount, arising out of any inaccurate or untrue warranties and representations made by Circle K. The indemnification obligations above will survive the Closing and the execution, delivery and recordation of the Deed.

Section 6.06. Title Policy. Circle K’s obligation to purchase the City Property is conditioned upon Escrow Agent’s issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner’s Policy of Title Insurance (“**CK Title Policy**”) in an insured amount equal to a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring Circle K’s fee simple title to the Property, subject only to those matters in the Circle K Report. City’s obligation to purchase the Exchange Property is conditioned upon Escrow Agent’s issuance of (or the unconditional written commitment of Escrow Agent to issue) an ALTA Extended Owner’s Policy of Title Insurance (“**City Title Policy**”) in an insured amount a reasonable amount approved by the Escrow Agent effective no earlier than the actual Closing Date and insuring City’s fee simple title to the Exchange Property, subject only to those matters in the City Report.

**ARTICLE VII
CLOSING PRORATIONS AND COSTS**

Section 7.01. Real Estate Taxes and Assessments.

Ad valorem and similar taxes and assessments for the year in which Closing occurs relating to the City Property and the Exchange Property shall be prorated as of the Closing Date, as follows (which provisions shall survive Closing):

(1) City shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the City Property and (B) all such taxes and assessments attributable to the period from and after the Closing Date related to the Exchange Property. City agrees to indemnify, defend and hold Circle K harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with City's failure to pay taxes and assessments attributable to the period prior to Closing related to the City Property.

(2) Circle K shall be responsible for (A) all such taxes and assessments attributable to the period prior to Closing related to the Exchange Property and (B) all such taxes and assessments attributable to the period from and after the Closing related to the City Property. Circle K agrees to indemnify, defend and hold City harmless from and against all liabilities, losses, claims, demands, costs, damages, judgments and expenses (including, without limitation, reasonable attorneys' fees incurred to enforce this indemnity) arising out of or in connection with Circle K's failure to pay taxes and assessments attributable to the period prior to Closing related to the Exchange Property.

(3) If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which Closing occurs, City and Circle K agree to adjust the proration of taxes and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment.

(4) Notwithstanding anything to the contrary herein, City shall be responsible for any rollback taxes and any tax assessment of the City Property due to changes in land usage or ownership. Notwithstanding anything to the contrary herein, Circle K shall be responsible for any rollback taxes and any tax assessment of the Circle K Property due to change in land usage or ownership.

Section 7.02. Title Insurance. Each party will pay for their own title insurance policy.

Section 7.03. Closing Costs. All costs and expenses of closing, including recording and escrow fees and charges, are to be allocated between City and Circle K in the manner contemplated by this Contract or, if not dealt with under this Contract, according to the custom and practice of Escrow Agent. City agrees that all closing costs and any other sums required to be paid by City will be paid in full at Closing. Each party agrees to pay its own attorney fees in connection with Closing. All prorations that are required to be made under this Contract will be made as of the 12:01 a.m. on the date of Closing on the basis of a 365-day year.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01. Notices. Except as otherwise required by law, any notice required under this Contract must be in writing and must be given either: (i) by personal delivery; (ii) by United States certified mail, return-receipt requested, postage prepaid, and properly addressed; (iii) by any private overnight, “same day”, or “next-day” delivery service, delivery charges prepaid with proof of receipt; or (iv) by email or facsimile. Notice sent in any of the manners set forth above must be addressed or sent to City, Circle K, and/or Escrow Agent at the addresses set forth on the first page of this Contract. Any party may change its address for the purposes of delivery and receipt of notices by advising all other parties in writing of the change. Notice delivered in one of the foregoing manners will be deemed to be received: (I) on the date of delivery, if personally delivered; (II) on the date that is three days after deposit in the United States mail, if given by certified mail; (III) on the business day following the day deposited with an express delivery service, if given by overnight, “same day”, or “next-day” delivery service, or (IV) the date of transmittal, if given by electronic mail or facsimile machine or telecopy. No notice will be deemed effective unless sent in one of the manners described above.

Section 8.02. Broker’s Commission. Each party represents and warrants to the other that it has not engaged or dealt with any other broker or any other person who would be entitled to any brokerage commission concerning this purchase of the Property. Each party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, attorney fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such party or its representatives. Each party further agrees to defend the other at its sole cost and expense from any claims. As used in this Contract, the term “**broker**” will refer to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term “**commission**” will refer to any brokerage, advisory, or finder’s fees or commissions. The brokerage indemnity (“**Brokerage Indemnity**”) referred to in this Section 8.02 will survive the cancellation or termination of this Contract and the related Escrow (and will be enforceable against the indemnifying party notwithstanding anything in this Section 8.02 to the contrary) and the Close of Escrow.

Section 8.03. Circle K’s & City’s Right to Nominate and Assign. Circle K, by written notice to City and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the “**Circle K**” for all purposes and the original or previous Circle K, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. City, by written notice to Circle K and Escrow Agent, may assign its interest in this Contract, this Escrow, and the Property to a nominee or assignee. Upon any assignment, the nominee or assignee will be deemed the “**City**” for all purposes and the original or previous City, upon the assignment, will be relieved of all obligations under this Contract and the Escrow, except for the acts of that person or entity prior to the nomination. The foregoing notwithstanding, City shall not assign all or a portion of this Contract to any competitor of Circle K, for example, but not limitation “7-11”, “ARCO ampm”, “QuickTrip”, “Buckeyes”, “WaWa”, or any other convenience store owner/operator.

Section 8.04. Risk of Loss. All risk of loss, damage, or taking of the City Property that may occur prior to Close of Escrow will be borne by City. If any loss, damage, or taking occurs prior to Close of Escrow, Circle K, at Circle K’s sole option and by written notice to City and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. All risk of taking related to the Exchange Property that may occur prior to the Close of Escrow will be borne by Circle K. If any taking occurs prior to the Close of Escrow, City, at City’s sole option and by written notice to Circle K and Escrow Agent, will be entitled to cancel this Contract and the related Escrow. In the event of a termination by either party pursuant to this

Section 8.04, the CK Earnest Money shall be returned to Circle K and the City Earnest Money shall be returned to City.

Section 8.05. City's Default. City shall be deemed to be in default under this Contract if City: (i) breaches its representations or warranties under this Contract as set forth in Section 3.03 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than Circle K's prior default or the permitted termination of this Contract by City or Circle K as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by City hereunder and City fails to cure such Event of Default within five (5) days after receipt of written notice from Circle K specifying the default, then Circle K may, as its sole and exclusive remedies either: (a) terminate this Contract by giving City timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and Circle K shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that Circle K may elect as the result of a failure by City to consummate the sale of the Property to Circle K pursuant to this Contract shall be applicable in any manner with respect to any cause of action that Circle K may have against City for a breach of any of City's representations or warranties in this Contract or any covenant of City in this Contract other than the covenant to convey the City Property to Circle K at Closing. The foregoing provisions shall not modify Circle K's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

Section 8.06. Circle K's Default. Circle K shall be deemed to be in default under this Contract if Circle K: (i) breaches its representations or warranties under this Contract as set forth in Section 3.04 hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than City's prior default or the permitted termination of this Contract by Circle K or City as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "***Event of Default***"). If there is an Event of Default by Circle K hereunder and Circle K fails to cure such Event of Default within five (5) days after receipt of written notice from City specifying the default, then City may, as its sole and exclusive remedies either: (a) terminate this Contract by giving Circle K timely written notice of such election prior to or at the Closing, and thereupon this Contract shall terminate, and City shall be entitled to the immediate return of the Earnest Money, and all parties hereto or mentioned herein shall be relieved and released of all further obligations, claims and liabilities hereunder; or (b) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. No limitation herein on any remedies that City may elect as the result of a failure by Circle K to consummate the sale of the Property to City pursuant to this Contract shall be applicable in any manner with respect to any cause of action that City may have against Circle K for a breach of any of Circle K's representations or warranties in this Contract or any covenant of Circle K in this Contract other than the covenant to convey the Exchange Property to City at Closing. The foregoing provisions shall not modify City's right to recover its fees and costs in enforcing this Contract as provided in Section 8.08.

The parties acknowledge that it is impossible to more precisely estimate the specific damage that would be suffered by a party due to the other party defaulting hereunder or breaching this Contract, and the parties expressly acknowledge and intend that the forfeiture of such party's portion of the Earnest Money is an agreed and negotiated provision for liquidated damaged and not a penalty.

Section 8.07. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

Section 8.08. Attorney Fees. If there is any litigation or arbitration between City and Circle K to enforce or interpret any provisions or rights of this Contract, the unsuccessful party in the litigation or arbitration, as determined by the court or arbitrator, agrees to pay the successful party, as determined by the court or arbitrator, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorney fees incurred by the successful party in a reasonable amount.

Section 8.09. Waiver of Conditions. Except as otherwise provided in this Contract regarding any deemed waivers for a failure to promptly act or elect, Circle K's contingencies or conditions precedent may be waived only by Circle K, and any waiver by Circle K may be done only in a writing signed by Circle K.

Section 8.10. Governing Law. This Contract will be governed by and construed and enforced in accordance with the laws of the state which the Property is located. Any action brought to interpret, enforce, or construe any provision of this Contract must be maintained in a court of competent jurisdiction for the county in which the Property is located (the "**County**") or in the United States federal judicial district for the County. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Contract.

Section 8.11. Construction. The terms and provisions of this Contract represent the results of negotiations between City and Circle K, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Contract should be interpreted and construed in accordance with their usual and customary meanings, and City and Circle K each waive the application of any rule of law that states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Contract or any earlier draft of the Contract.

Section 8.12. Interpretation. The terms of this Contract supersede all prior and contemporaneous oral or written agreements and understandings of Circle K and City, all of which will be deemed to be merged into this Contract. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Contract and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Contract, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in a manner as to give effect to the general purposes and intention as expressed in this Contract.

Section 8.13. Counterparts. This Contract and any amendments may be executed in any number of original or facsimile counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Contract may be detached from any executed counterpart of the Contract without impairing the legal effect of any signatures and may be attached to another counterpart of the Contract that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

Section 8.14. Severability. If any one or more of the provisions of this Contract or the applicability in any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Contract and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

Section 8.15. Miscellaneous Definitions and Standards. The term "**sole discretion**" means that the act or decision of the party may be made in the party's independent and individual choice of judgment, without regard to any objective or other standard of consideration. Except for those acts or decisions that may be made in a party's "sole discretion", all acts or decisions of any party to this Contract must be exercised with reasonable discretion. The term "**will**" denotes a mandatory obligation, and the term "**may**"

is a permissive word denoting an option. All references in this Contract to the “**Escrow Agent**” will be deemed to include the applicable title insurance underwriter for the Title Policy.

Section 8.16. Time is of the Essence. Time is of the essence in the performance of all obligations under this Contract. In calculating any time period under the Contract which commences upon the receipt of any notice, request, demand, or document, or upon the happening of any event, the date upon which the notice, request, demand, or document is received or the date the event occurs (or is deemed to have occurred) is not included within the applicable time period, but the applicable time period will commence on the day immediately following. If the time for performance of any obligation or for taking any action under the Contract expires on a Saturday, Sunday, or Standard Federal Reserve Bank Holiday, the time for performance or for taking action will be extended to the next succeeding day which is not a Saturday, Sunday, or Standard Federal Reserve Bank Holiday and during which Escrow Agent is open for business.

Section 8.17. IRS Real Estate Sales Property. Escrow Agent is designated as the “**Reporting Person**” within the meaning of Treasury Regulation Section 1.6045-4(e)(5) with respect to the closing of the transactions contemplated by the Contract. Escrow Agent acknowledges that it is an eligible person for reporting this transaction under Treasury Regulation Section 1.6045-4(e)(5)(ii) and agrees: (i) to comply on a timely basis with all reporting and filing requirements of Internal Revenue Code Section 6045(e); and (ii) to utilize the information in this Contract, as amended, for the purposes of supplying any required information to the Internal Revenue Service, for example, the identity of the transferee and transferor, and the description of the Land. Circle K and City agree to cooperate with Escrow Agent’s requests related to any required reporting or filing under Internal Revenue Code Section 6045(e), and Escrow Agent is authorized to disclose any information contained in the Contract to the Internal Revenue Service for the purposes of complying with Escrow Agent’s obligations under this paragraph. Escrow Agent agrees to be liable for all penalties and liabilities imposed by the Internal Revenue Service as a result of Escrow Agent’s failure to comply with its obligations under this paragraph.

Section 8.18. Tax-Deferred Exchange. City and Circle K agree to cooperate in a commercially reasonable manner with each other and any designated exchange intermediary or exchange accommodation titleholder by executing such documents or taking such action as such party requests in order to effectuate a tax deferred exchange of the Property under Section 1031 of the Internal Revenue Code. This obligation to cooperate does not include requiring the other party to take title to any other property to complete the exchange, to issue any legal opinions, to increase the potential liability of the non-exchange party, or to expend legal fees to review exchange documents.

Section 8.19. Modifications. This Contract cannot be changed orally, and no amendment shall be effective to waive, change, modify or discharge this Contract unless such amendment is in writing and is signed by both parties hereto.

Section 8.20. No Third Party Beneficiary. The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of City and Circle K only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

Section 8.21. Captions. The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Section 8.22. No Recordation. Neither this Contract nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party

not placing the same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under **Article VIII**.

Section 8.23. Confidentiality. Except as required by law, the Colorado Open Records Act, or Court Order, City and Circle K agree to keep the terms of this Contract confidential and not make any public announcements or disclosures with respect to the subject matter hereof without the prior written consent of the other party; provided, however, City and Circle K shall be permitted to make any disclosure required by law and to its employees, attorneys, accountants or its agents, to the extent reasonably necessary for such employees, attorneys, accountants, or agents to properly analyze and evaluate the proposed transaction and for such employees, attorneys, accountants and agents to advise Circle K. Furthermore, notwithstanding anything contained herein in this Contract, City and Circle K may share certain provisions contained in this Contract with the Acquisition Contract Seller.

Section 8.24. Force Majeure. If either party hereto is delayed in the completion of its obligations hereunder by the act, delay in providing approval, or default of the other party through no fault of the delayed party, or by acts of God (which shall be deemed to include weather delays caused by rainfall, snow or other factors in excess of such weather for the season in which such performance is to occur that actually cause a delay in performance), strikes, lockouts, unavoidable casualties, war, acts of terrorism, civil commotion, fire or other casualty, theft of materials, unseasonable shortages of materials or supplies, pandemic or epidemic (whether or not declared), declared disaster, one or more governmental orders, or any other cause whatsoever beyond the commercially reasonable control of the delayed party (other than the payment of monies) then the time herein fixed for completion of such obligations shall be extended by the number of days that the delayed party has thus been delayed. The foregoing shall also apply to Circle K's Investigations and the Entitlement Approvals.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

CITY:

a(n) _____

CIRCLE K:

CIRCLE K STORES INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT’S ACCEPTANCE

Escrow Agent hereby: (i) acknowledges receipt of the Contract executed by Circle K and City, (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent, (iii) deliver to Circle K and City simultaneous to the Effective Date the insured closing protection letter of the title insurance underwriter, and (iv) declares that the Effective Date is _____, 2024 (the “**Effective Date**”).

Chicago Title of Texas, LLC

By: _____
Name: _____
Title: _____

EXHIBIT "A"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

City Property – Lots 12 and 13, and all vacated alley lying East of and adjacent to said Lots 12 and 13, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

**EXHIBIT “B”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

ACQUISITION PROPERTY – LOTS 1 TO 11, INCLUSIVE AND LOTS 14 TO 26, INCLUSIVE, BLOCK 54, TOWN OF BESSEMER, AN ADDITION TO THE CITY OF PUEBLO, TOGETHER WITH ALL THE VACATED ALLEY IN SAID BLOCK 54 LYING BETWEEN AND ADJOINING LOTS 1 TO 11, INCLUSIVE AND LOTS 16 TO 26 INCLUSIVE.

**EXHIBIT “C”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

Circle K Property – Lots 9 to 13, inclusive, Lots 14 to 18, inclusive and all vacated alley lying adjacent to said Lots 9 to 13 and Lots 14 to 18, Block 54, in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

Exchange Property – Lots 1 to 8, inclusive and Lots 19 to 26, inclusive, and all vacated alley lying adjacent to said Lots 1 to 8, inclusive and Lots 19 to 26 inclusive, Block 54 , in the Town of Bessemer, now a part of the City of Pueblo, according to the Amended Plat of said Town, filed for record August 13, 1887, County of Pueblo, State of Colorado

**EXHIBIT “D”
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS**

(Additional Escrow Instructions)

“**Contract**” means the Purchase Agreement and Escrow Instructions to which these Additional Escrow Instructions are attached. “**COE**” means the Close of Escrow, as defined in the Contract. “**NA**” means not applicable. All taxes and assessments must be prorated based on the latest available information and a 365-day year. Unless otherwise indicated above or in the Contract, the COE will be used as the proration date for all prorations.

Circle K, City, and Escrow Agent further agree that:

1. Circle K and City: (i) will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the Contract; (ii) authorize Escrow Agent to deliver or record all documents at the time designated by the Contract; and (iii) authorize Escrow Agent to pay, from funds held by it under the Contract, all charges and obligations necessary to consummate this transaction.

2. Circle K and City will indemnify and hold harmless Escrow Agent from all costs, damages, attorney fees, expenses, and liabilities that Escrow Agent may incur or sustain in connection with the Contract, including any interpleader action brought by Escrow Agent, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

3. When the Contract has been complied with by all parties, Escrow Agent will deliver, by recording in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policies described in the Contract.

4. If any conflicting demands are made upon Escrow Agent concerning the Contract, Circle K and City agree that Escrow Agent may hold any money and documents deposited under this Contract until Escrow Agent receives mutual instructions from Circle K and City or until a civil action has been finally concluded in a court of competent jurisdiction determining the rights of Circle K and City. In the alternative and at its discretion, Escrow Agent may commence a civil action to interplead any conflicting demands in a court of competent jurisdiction. Escrow Agent’s deposit with the court of all documents and funds concerning this Escrow will relieve Escrow Agent of all further liability and responsibility under the Contract, except for those matters arising out of the negligent acts or omissions of Escrow Agent.

5. If required by local law, Circle K and City instruct Escrow Agent to execute, on behalf of the City and Circle K, the affidavit of value, using the total consideration for the established value, unless instructed by City and Circle K to the contrary.

6. All title insurance policies will be issued by an underwriter approved by Circle K and City.

7. All disbursement of funds by Escrow Agent will be made by wire transfer of funds or Escrow Agent’s check, as directed by Circle K or City as applicable.

EXHIBIT "E"
TO
PURCHASE AGREEMENT AND
ESCROW INSTRUCTIONS

WHEN RECORDED RETURN TO:

SPECIAL WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are acknowledged, _____, a(n) _____ ("**Grantor**"), conveys to CIRCLE K STORES INC., a Texas corporation ("**Grantee**"), the following real property situated in _____ County, _____, together with all appurtenant interests, benefits, rights, and privileges (collectively, the "**Property**");

SEE **Exhibit "A"** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

Subject only to those matters shown on **Exhibit "B"** attached hereto and incorporated herein (the "*Permitted Exceptions*").

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby covenants that it is lawfully seized of the Property in fee simple; and that Grantor binds itself and its successors to warrant and forever defend the title against the acts of or by and through the Grantor and no other, subject only to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"
TO
SPECIAL WARRANTY DEED

(Legal Description)

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

SCHEDULE 1.07

[Attached]

**EARNEST MONEY
PROMISSORY NOTE**

U.S. \$25,000

Pueblo, Colorado
[Date]

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the “City”) has entered into a Purchase Agreement and Escrow Instructions with Circle K Stores, Inc., a Texas corporation (“Circle K”) contemporaneously herewith regarding the real property located at 819 West Northern Avenue (“City Property”) and 1228 East Orman Avenue (“Acquisition Property”); and

WHEREAS, this Promissory Note is meant to secure the City’s performance of the Purchase Agreement and Escrow Instructions; and

WHEREAS, Circle K intends to convey to City the Exchange Property referenced in Purchase Agreement in exchange for City’s payment of Purchase Price and conveyance of City Property to Circle K through escrow on the closing date, unless such closing deadline is modified by written agreement of the City and Circle K.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the “City”) hereby agrees, covenants, and promises to pay Circle K the principal sum of Twenty-Five Thousand and no/100 Dollars (\$25,000) together with zero percent (0%) interest per annum on or before closing pursuant to the terms and conditions of the Purchase Agreement and Escrow Instructions.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, the prevailing party is entitled to recover all legal fees and costs of collection or legal action, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado. To the fullest extent permitted by applicable law, City does hereby waive and disclaim any rights it may have to assert governmental immunity as it relates to any proceeding brought by Circle K to enforce the terms of this Promissory Note, to include, without limitation, the enforcement of payment hereof.

ATTEST:

CITY OF PUEBLO, a Colorado
municipal corporation

Title: _____

Heather Graham, Mayor