



July 11, 2022  
Folder: 2452-76

**Via Electronic Mail**  
**NGradisar@pueblo.us**

City of Pueblo, Colorado  
Attn: Mayor Gradisar  
1 City Hall Place  
Pueblo, Colorado 81003

Mayor Gradisar:

This letter ("Agreement") confirms our understandings covering the possible sale by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), to CITY OF PUEBLO, COLORADO, a body corporate and a political subdivision of the State of Colorado ("Buyer"), of Seller's interest in and to certain real property located in the City and County of Pueblo, State of Colorado, generally shown in red crosshatching and identified as "SALE AREA" on the print dated January 11, 2022 attached hereto as **Exhibit A** and made a part hereof ("Land"), together with all of Seller's right, title and interest, if any, in all improvements located on the Land, including, without limitation, all trackage in the location generally shown by a light blue bolded line on **Exhibit A**, ballast, ties, rail trestle (whether wood or other material) in the location generally shown within the yellow/orange bolded line, dirt embankment and concrete piers, and any and all appurtenances related thereto (collectively, "Personal Property"). The Land and the Personal Property may hereinafter be collectively referred to as the "Property", where applicable.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

**Article 1. Description of the Land:**

- A. The Land is approximately 2.05 acres as shown on **Exhibit A**. The legal description of the Land will be determined by a Survey ("Survey"), which Survey will be obtained by and at the sole cost and expense of Buyer. The Survey will depict all facilities affecting the Land.
- B. Before finalizing the Survey, Buyer shall submit the draft Survey to Seller for review and approval. Computer files of the Survey and legal descriptions shall be sent via e-mail to jagates@UP.COM, with a subject line referencing the UPRR Folder Number 02452-76 assigned to this document. Buyer shall deliver a certified copy of the completed Survey to Seller within Sixty (60) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the Survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in Article 8.A. below).

**Article 2. Sale Price:**

The sale price ("Sale Price") for the Property shall be the sum of Ten Dollars (\$10.00), and other valuable consideration.

**Article 3. Feasibility Review/Right of Entry:**

- A. For ninety (90) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property, including any testing or studies necessary for Buyer's completion of the Material Management Plan (as defined in Article 3.D. below). If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property (including the Material Management Plan) and such reports will become the sole property of Seller without cost or expense of Seller, and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer's right to enter upon the Property pursuant to Article 3.A. above is subject to the following:
1. To the maximum extent permitted by law, Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing (as defined in Article 8.A. below).
  2. Buyer and Buyer's agents and contractors (collectively, "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.
  3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
  4. To the maximum extent permitted by law, Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and

expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.
- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.
  2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight feet (8') below the surface or will use suitable detection equipment.
- D. In addition to any environmental audits, soil tests, engineering and feasibility studies of the Property performed by Buyer or its Contractors, the Materials Management Plan Dated March 2022, prepared by Matrix Environmental Services, LLC and referenced as Matrix Project Number 20.526.029 covering Buyer's post-closing removal and offsite disposal of the Personal Property ("Material Management Plan"), has been reviewed and approved by Seller.
- E. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3.A. and 3.B. and Seller will retain all of its remedies for Buyer's default under Article 3.A. and 3.B.

**Article 4. As Is Sale - Release - Indemnity:**

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is

furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

- B. FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**
- C. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.
- D. The provisions of this Article 4 will survive the delivery of the Deed (as defined in Article 6.A. below), and will bind and inure to the benefit of the parties hereto, their successors and assigns.

**Article 5. Escrow, Title Insurance and Abstract of Title:**

- A. Seller will not furnish title insurance or an abstract of title to the Land. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Land during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

**Article 6. Closing Deliverables et al.; Buyer's Post-Closing Performance of Work:**

- A. Closing Deliverables. At Closing, Seller will transfer Seller's interest in the Land to Buyer by Quitclaim Deed ("Deed"), subject to all outstanding rights, whether or not of record. Additionally, Seller will transfer Seller's interest in the Personal Property to Buyer by Quitclaim Bill of Sale ("Quitclaim Bill of Sale").
- B. Seller's Reservation from the Land. Seller will reserve from the transfer of the Land all minerals and mineral rights without right of surface entry.
- C. Post-Sale Covenants on the Land. The Land will be quitclaimed to Buyer by Seller subject to the following covenants, conditions and restrictions which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:
  - (i) Landlocked Parcel. Buyer acknowledges that the Land is landlocked and has no access to a public roadway. Buyer further acknowledges that Seller does not convey any express or implied easement to Buyer for access across any lands or rights of way of Seller ("Seller's Property"). Any access to the Land must be secured by Buyer across lands or rights of way owned by persons or entities other than Seller. Accordingly, Seller hereby declares that the Land is subject to the following covenant and restriction:

Buyer, its successors or assigns, shall not seek or claim any access to the Property across Seller's Property from Seller, its successors and assigns, or from any state or federal entity or body or court that may have jurisdiction. This restriction and covenant will run with the land and bind Buyer, its successors and assigns, and benefit Seller, its successors and assigns. Seller is entitled to initiate proceedings at law or in equity against any person(s) who breaches this restriction and covenant, and to collect from the breaching party damages, attorney fees and costs.
  - (ii) Restriction On Use. The Land must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(iii) The foregoing covenants, conditions and restrictions shall run with the Land, the burdens of which will be binding on the successors and assigns of Buyer and the benefits of which will inure to the successors and assigns of Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

D. Buyer's Post-Closing Performance of Work. Within ninety (90) days after the Closing Date, Buyer shall complete all requirements and work outlined in the Material Management Plan. As required under Article 4.C. above, Buyer, at no cost to Seller, shall be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

**Article 7. Existing Agreements:**

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

**Article 8. Closing - Default:**

- A. Closing of the transaction described in this Agreement ("Closing") will occur within thirty (30) days after expiration of the Feasibility Review Period ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by wire transfer or a cashier's or certified check, and delivery of the Deed for the Land and the Quitclaim Bill of Sale for the Personal Property. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.
- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3.B. above. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

**Article 9. Prorations:**

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

**Article 10. Negotiations – Brokers and Finders:**

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party shall indemnify, to the maximum extent permitted by law, and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

**Article 11. Subdivision/Platting Compliance:**

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Land prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

**Article 12. Mortgage Release:**

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

**Article 13. Seller's Management Approval:**

**BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.**

**Article 14. Condemnation:**

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article 14, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of

condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

**Article 15. Counterparts; Electronic Signatures:**

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Joe Gates at the address listed on the bottom of the first page of this letter or by electronic mail at [jagates@up.com](mailto:jagates@up.com) in order that it is received by Seller no later than **August 31, 2022**. If not returned by **August 31, 2022**, terms of this agreement shall become null and void. Please also indicate below how you wish to take title. If you should have any questions, please call Joe Gates at (402) 544-2255.

Sincerely,

\_\_\_\_\_  
General Director - Real Estate

ACCEPTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

ATTEST:

CITY OF PUEBLO

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Nicholas A Gradisar, Mayor

Title to the Property will be taken as follows:

City of Pueblo, a Colorado municipal corporation

Mailing Address:

City of Pueblo  
c/o Mayor  
1 City Hall Place, 2<sup>nd</sup> Floor  
Pueblo, CO 81002

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE 100.00 WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO A LINE CONNECTING THE NORTHWEST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND 3-1/4" BRASS CAP STAMPED "LS 29034" AND THE NORTHEAST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND LEAD PLUG IN STONE IN RANGE BOX, ASSUMED TO BEAR NORTH 89°37'46" WEST A DISTANCE OF 5,308.33 FEET:

**COMMENCE** AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 76°29'01" WEST, A DISTANCE OF 1859.55 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, BEING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD, WITH A LINE BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD TRACKS;

THENCE NORTH 26°44'48" WEST, ON SAID PARALLEL LINE, A DISTANCE OF 100.55 FEET TO THE NORTHERLY LINE OF THE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY BEING 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD TRACKS;

THENCE NORTH 69°13'44" EAST, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 691.36 FEET TO A TANGENT 1443.79 FOOT RADIUS CURVE WHOSE CENTERS BEARS SOUTHEASTERLY;

THENCE NORTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 215.64 FEET;

THENCE SOUTH 12°12'49" EAST, A DISTANCE OF 100.00 FEET TO THE PREVIOUSLY CITED SOUTHERLY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY, ALSO BEING A POINT ON A NON-TANGENT, 1343.79 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 12°12'49" EAST;

THENCE SOUTHWESTERLY, ON SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 200.70 FEET;

THENCE SOUTH 69°13'44" WEST, ON SAID SOUTHERLY UNION PACIFIC RIGHT-OF-WAY LINE, A DISTANCE OF 680.89 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION YIELDS A CALCULATED AREA OF 89,429 SQUARE FEET (2.053 ACRES), MORE OR LESS AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



ROBERT L. MEADOWS, PLS  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 34977  
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP

**Excellence by Design**

SHEET 1 OF 2

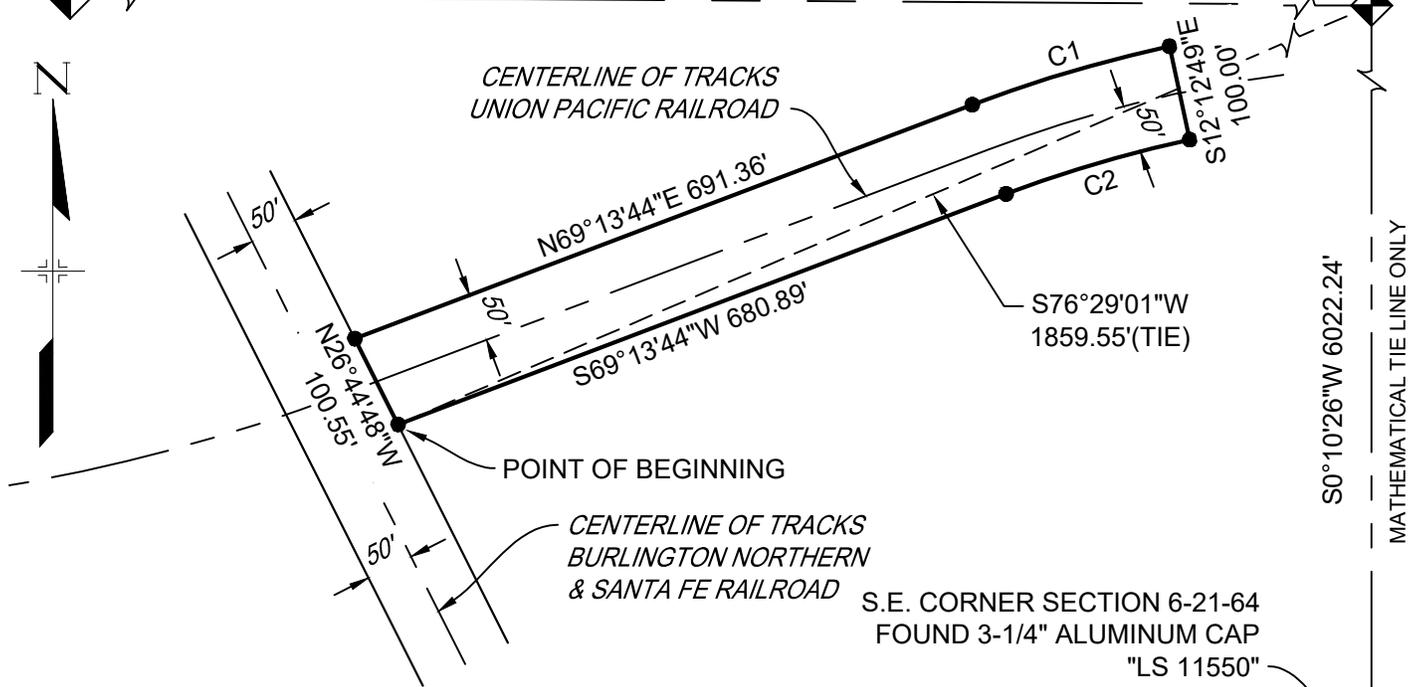
Anniston, AL | Atlanta, GA | Colorado Springs, CO | Denver, CO | Niceville, FL | Parsons, KS | Phoenix, AZ  
Sacramento, CA | Tamuning, GUAM | Texarkana, TX | Washington, DC

N.W. CORNER SECTION 6-21-64  
FOUND 3-1/4" BRASS CAP "LS 29034"

POINT OF COMMENCEMENT  
N.E. CORNER SECTION 6-21-64  
FOUND LEAD PLUG IN STONE IN RANGE BOX

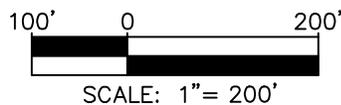
BASIS OF BEARINGS  
N89°37'46"W 5308.33'

MATHEMATICAL TIE LINE ONLY BETWEEN N.W. COR. SEC. 6 AND N.E. COR. SEC. 6



CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	215.64	1443.79	8°33'27"	N73°30'27"E	215.44
C2	200.70	1343.79	8°33'27"	S73°30'27"W	200.52



AREA 89,429 SQ. FT. (2.05302 ACRES)



2435 Research Parkway, Suite 300  
Colorado Springs, CO. 80920  
Phone 719-575-0100  
Fax 719-575-0208

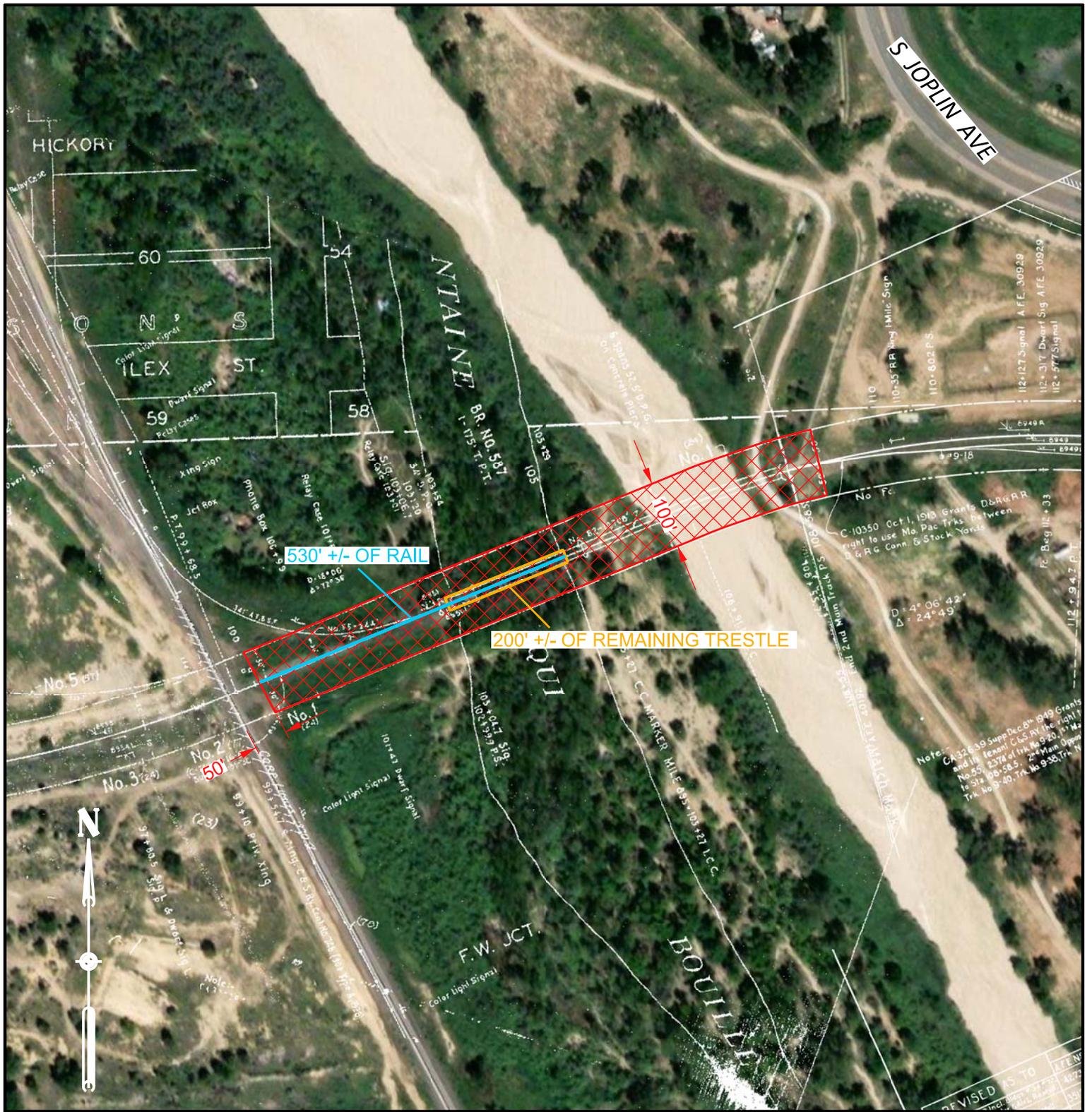
LAND DESCRIPTION  
NORTHEAST ONE-QUARTER SECTION 6, T21S, R64 W  
CITY OF PUEBLO, COUNTY OF PUEBLO, COLORADO

EXHIBIT

CHECKED BY: RLM

DATE: FEB. 22, 2022  
JN: 20.526.029

2 OF 2



**LEGEND:**

- SALE AREA .....
- UPRRCO. R/W OUTLINED .....
- SALE AREA = 2.05 ACRES +/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"  
**UNION PACIFIC RAILROAD COMPANY**

PUEBLO, PUEBLO COUNTY, COLORADO  
 M.P. 622 - ABANDONED HOISINGTON SUB.  
 MAP MP V-1 / S-38A & S-38B

SCALE: 1" = 200'

OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 1-11-2022

PJB FILE: 0245276

CADD FILENAME	0245276
SCAN FILENAME	X