

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

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

RECITALS:

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

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

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

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

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

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

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

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

1. Purpose.

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

2. Rights Conveyed.

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

- a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

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

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

- a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:
 1. Golf Courses.
 2. Landscaped Turfgrass Areas.
 3. Lakes & Ponds.
 4. Regional Sports Complexes.
 5. Campgrounds.
 6. Picnic Areas.
 7. Swimming Facilities/Water Parks.
 8. Recreation Center Facilities.
 9. Outdoor Amphitheaters.
 10. Outdoor Courts.
 11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
 12. Residential Caretaker Housing.
 13. Parking Areas.
 14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.
- b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.
- c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and

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

- d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.
- e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.
- f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.
- g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.
- h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.
- i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

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

- a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.
- b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.
- c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

- d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.
- e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.
- f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.
- g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.
- h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.
- i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.
- j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.
- k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

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

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

6. Notice of Intention to Undertake Certain Permitted Actions.

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

7. Responsibilities of Grantor and Grantee Not Affected.

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

8. Enforcement.

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

9. Grantee's Discretion

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

10. Waiver of Certain Defenses.

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

11. Acts Beyond Grantor's Control.

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

12. Costs and Liabilities.

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

13. Taxes.

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

14. Hold Harmless.

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

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

15. Reconfiguration of Easement.

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

16. Change in Circumstances.

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

17. Division of Proceeds Between the Grantor and Grantee.

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

- a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.
- b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.
- c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:



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

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

19. Assignment.

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

20. Subsequent Transfers

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

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

21. Notices.

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

To the Grantor:

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

City Manager
1 City Hall Place
Pueblo, CO 81003


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

To the Grantee:

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

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

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

22. Recordation.

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

23. General Provisions.

A. Controlling Law.

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

B. Liberal Construction.

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

C. Severability.

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

D. Entire Agreement.

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

E. No Forfeiture.

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

F. Successors.

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

G. Termination of Rights and Obligations.

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

H. Captions.

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

I. Amendment.

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

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

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



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

K. *Governmental Immunity.*

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

L. *Venue.*

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

N. *Third Parties.*

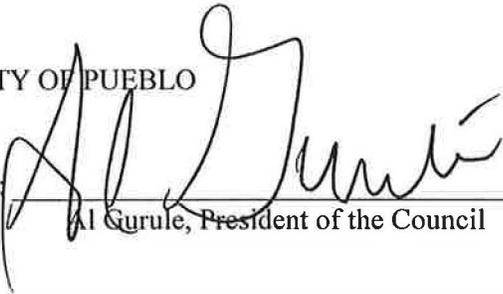
This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

24. Acceptance.

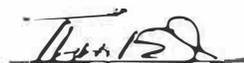
Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

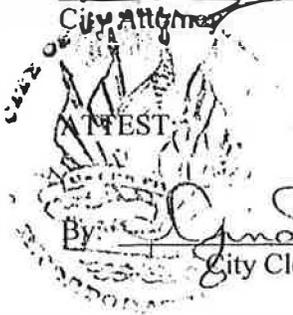
TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

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

CITY OF PUEBLO
By: 
Al Gurule, President of the Council

APPROVED AS TO FORM:



City Attorney

By: 
Gina Dutcher
City Clerk

STATE OF COLORADO)
)
County of Pueblo)

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

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

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



[Signature]
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: [Signature]
Tom Kenyon, Acting Director

STATE OF COLORADO)
)
County of Pueblo)

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

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



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

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

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

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

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

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

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

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

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

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

AND:

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

AND:

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

AND:

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

AND:

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

AND:

THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

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

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

AND:

A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

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

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

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

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;

8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

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

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

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

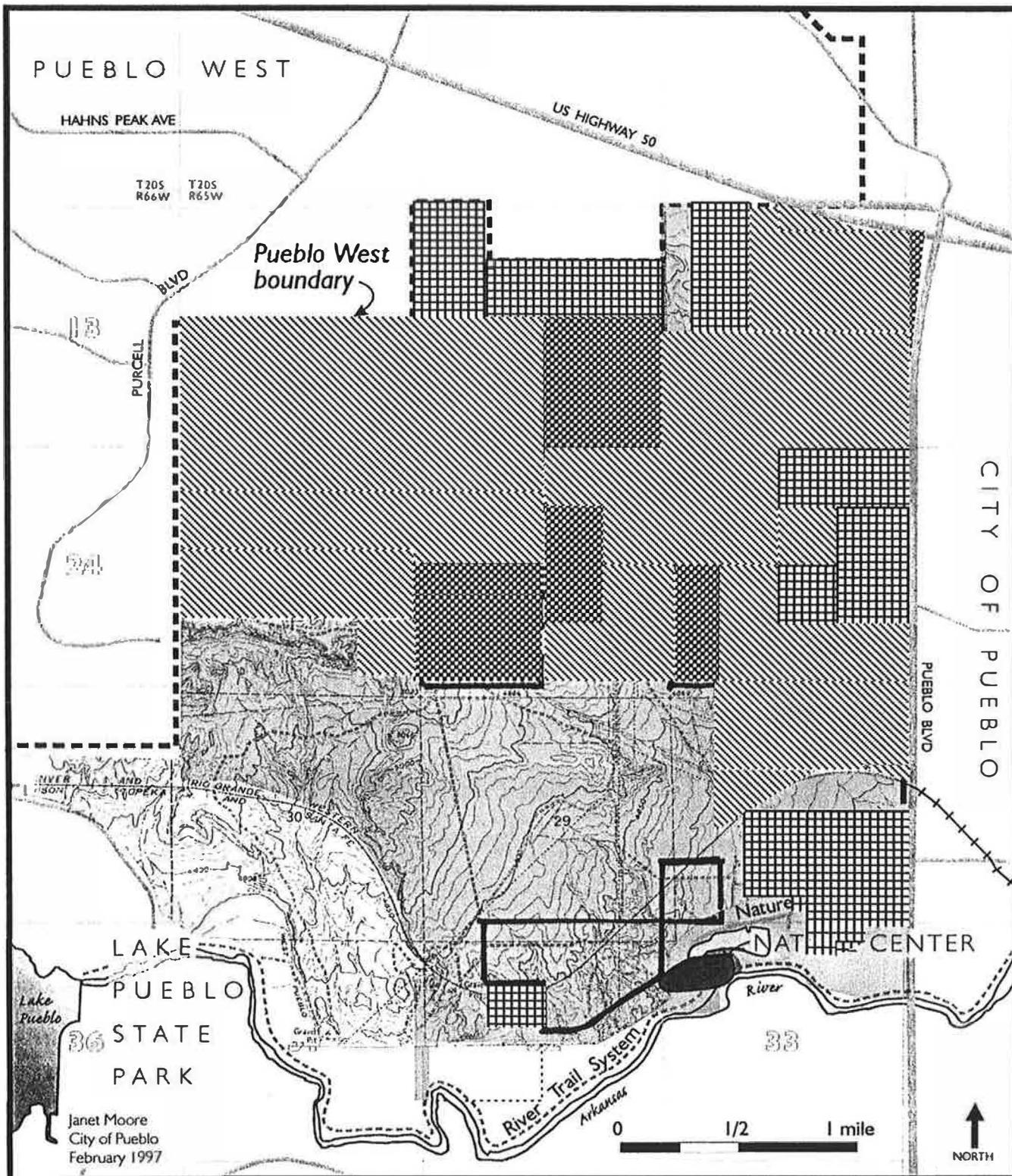


1390542 07/02/2001 01:33P EASE Chris C. Munoz
16 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

Exhibit B

Reconfiguration Map

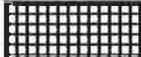
City of Pueblo State Honor Farm Property

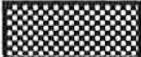


1390542 07/02/2001 01:33P EASE Chris C. Munoz
17 of 18 R 90.00 D 0.00 Pueblo City Clerk & Rec

 Land Acquired By City from State

 Honor Farm – retained by State Parks

 Private Land

 Private Land identified for future acquisition by City