

# STATE OF COLORADO

John W. Hickenlooper, Governor  
Christopher E. Urbina, MD, MPH  
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S.      Laboratory Services Division  
Denver, Colorado 80246-1530      8100 Lowry Blvd.  
Phone (303) 692-2000      Denver, Colorado 80230-6928  
Located in Glendale, Colorado      (303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department  
of Public Health  
and Environment

## Covenant Information:

**Covenant ID**      HMCOV00092

**Covenant Date**      3/5/2013

**Self Reporting**     

### **Media of Concern:**

**Surface Water:**     

**Ground Water:**     

**Air:**     

**Soil:**     

**Other:**     

### Site Contact Information:

**Owner Corp:**      Evraz Rocky Mountain Steel

**Contact Name:**      Ms. Brenda Zehr

**Contact Address:**      2100 S Freeway

**Contact City:**      Pueblo

**Contact State:**      CO

**Contact Zip:**      81004

**Contact Phone:**      719-561-6640

## **Contaminants of Concern:**

VOCJs, SVOCs (especially PAHs), RCRA Metals

## **Property Restrictions:**

- 1:** Prohibition on Residential or Public Use
- 2:** Prohibition on Agricultural Use
- 3:** Prohibition on Groundwater Use
- 4:** Prohibition on Soil Disturbing Activities
- 5:** Prohibition on Sediment Disturbance, see covenant for other.

## Site Information:

**ID:**      COD007057961

**Name:**      Evraz Rocky Mountain Steel (CFI)

**Address:**      2100 S Freeway

**City:**      Pueblo

**State:**      CO

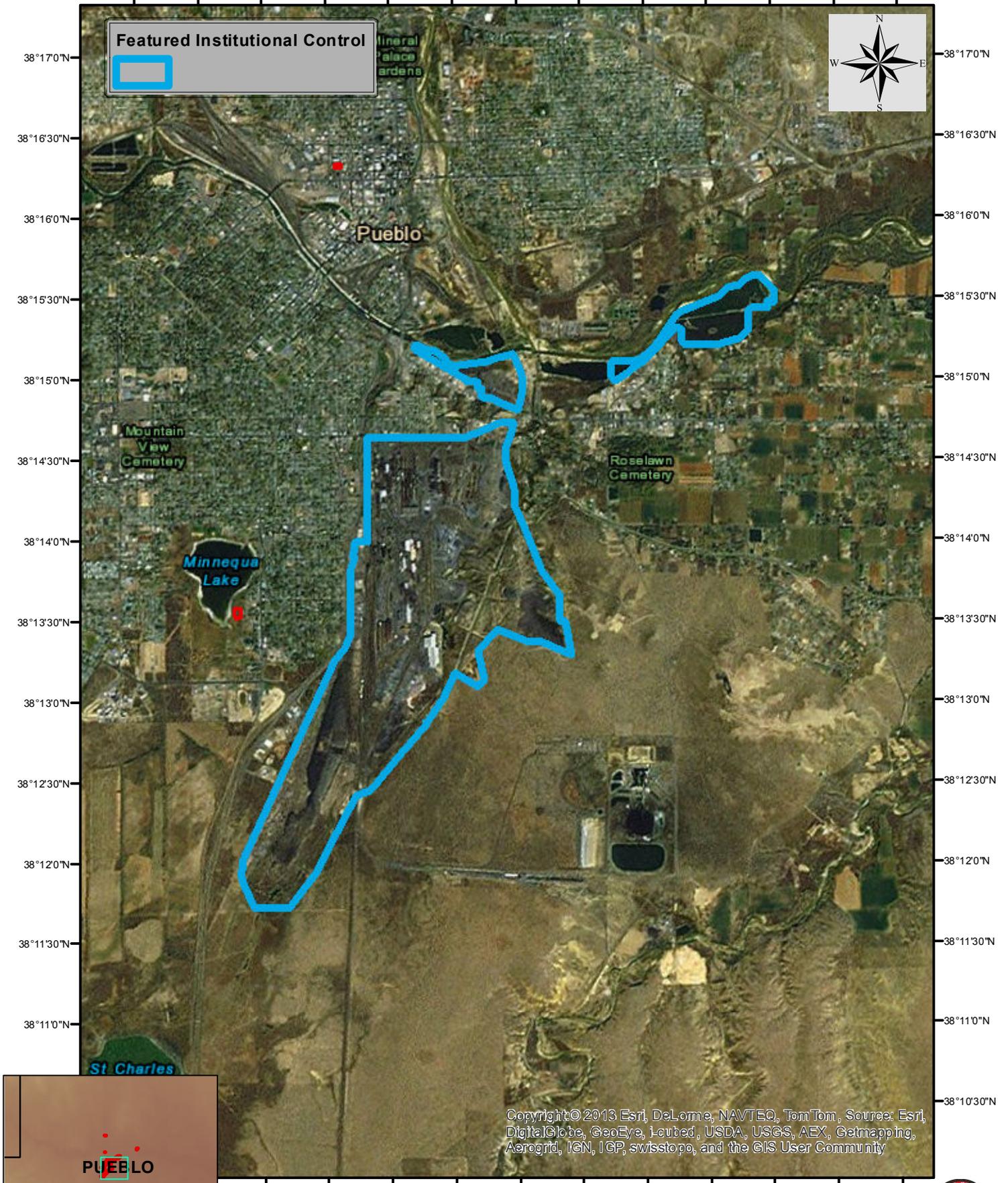
**Zip:**      81004

### **Legal Description:**

See Covenant

# EVRAZ ROCKY MOUNTAIN STEEL (CFI)

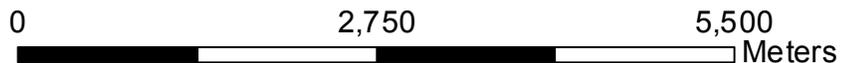
104°38'30"W 104°38'0"W 104°37'30"W 104°37'0"W 104°36'30"W 104°36'0"W 104°35'30"W 104°35'0"W 104°34'30"W 104°34'0"W 104°33'30"W 104°33'0"W 104°32'30"W



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## HMC0V00092





**This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.**

**ENVIRONMENTAL COVENANT**

CF&I, L.P., d/b/a Evraz Rocky Mountain Steel ("Evraz RMS") grants an Environmental Covenant ("Covenant") this 5 day of March, 2013 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.* The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Evraz - Pueblo, a Division of Evraz Inc. NA, is the owner of certain property commonly referred to as Evraz Rocky Mountain Steel, located at 2100 South Freeway, Pueblo, CO, 81004, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, pursuant to Resource Conservation & Recovery Act Permit # CO-05-09-29-01, the Property is the subject of enforcement and remedial action pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § § 6926, *et seq.* ("RCRA"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by restricting the use of the Property to prohibit residential or public use of the property and the groundwater beneath the Property; and

WHEREAS, Evraz RMS desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Evraz RMS and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, for the benefit of the Department and Evraz RMS; and

WHEREAS, notwithstanding anything in this Covenant to the contrary, nothing in this Covenant shall be construed as preventing or prohibiting Evraz RMS from continuing the existing uses on the Property, or from expanding those uses consistent with the Materials Management Plan, incorporated herein by reference as though fully set forth and hereinafter referred to as "the Materials Management Plan".

NOW, THEREFORE, Evraz RMS hereby grants this Covenant to the Department, and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property in perpetuity and be binding on Evraz



RMS and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the land, as described herein, except as otherwise provided in C.R.S. § 25-15-318. As used in this Covenant, the term OWNER means the then record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

1) Use restrictions

- a) Prohibition on Residential or Public Use. The OWNER shall not allow residential use, including, but not limited to, any single family or multi-family residential dwelling or living unit, whether permanent or temporary. The OWNER shall not allow any public use, including but not limited to, playgrounds, parks, schools, daycare centers (whether independent or ancillary to a permitted use), community centers, hospitals, or adult care centers on the Property.
  
- b) Prohibition on Agricultural Use. The OWNER shall not allow or permit any agricultural use on the Property, including but not limited to, the cultivation or storage of any crop or the grazing, feeding or keeping of any animal for agricultural or commercial purposes.
  
- c) Prohibition on Groundwater Use. Groundwater from within areas shown in Figures 1, 2, and 3 shall not be removed by well or other means for domestic, agricultural, commercial or other consumptive uses. This limitation shall not apply to existing wells or wells used for groundwater monitoring or groundwater remediation purposes. This restriction also does not preclude groundwater extraction/management arising from construction dewatering which is conducted in accordance with the Colorado Water Quality Control Act (§ 25-8-101, *et. seq.*).
  
- d) Prohibition on Soil Disturbing Activities. Activities resulting in the removal or disturbance of soil from areas of the facility shown in Figures 1, 2 and 3 must be done in accordance with the most recent approved version of the Materials Management Plan.

[The most recent approved version of the Materials Management Plan is on file at the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Record Center and may be obtained from the Department at the address provided in Section 11 herein.]



- e) Prohibition on Sediment Disturbance. Dredging, excavation, grading, digging, filling in, covering or any sort of disturbance of sediments in areas of the facility shown in Figures 1, 2, and 3, must be done in accordance with the Materials Management Plan or EVRAZ RMS Standard Operating Procedures.
  
  - f) Prohibition on Surface Water Use. Surface water from within areas shown in Figures 1, 2, and 3 shall not be used for domestic, agricultural, commercial or other consumptive use without modification of this Covenant pursuant to paragraph 3. Water contained within the EVRAZ RMS industrial water conveyance system and the Bessemer Ditch are excluded from this prohibition. Surface water conveyed through the EVRAZ RMS industrial wastewater system will be managed in accordance with the EVRAZ RMS National Pollution Discharge Elimination System Permit No CO0000621 issued March 24, 2011 or subsequent Permit revisions.
  
  - g) Prohibition on Interfering With Permit Activities. No activity shall be conducted that violates or interferes with the activities specified in the October 30, 2005, Post-Closure Permit, or subsequent Post-Closure Permit revisions, the most recent approved revisions of which are on file at the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Record Center and may be obtained from the Department at the address provided in Section 11 herein.
- 2) Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. The OWNER may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. The Department shall provide a response to the proposal to modify or terminate the Covenant within sixty (60) days. Information to support a request for modification or termination may include one or more of the following:
- a) a proposal to perform additional remedial work;
  - b) new information regarding the risks posed by the residual contamination;
  - c) information demonstrating that residual contamination has diminished;
  - d) information demonstrating that an engineered feature or structure is no longer necessary;
  - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and



- f) other appropriate supporting information.
- 3) Effect of Covenant; Merger. This Covenant supersedes and replaces all other covenants which may be in effect at the Property as of the date of this Covenant. Further, notwithstanding anything in this Covenant to the contrary, should the OWNER grant another environmental covenant to the Department, which covenant should encumber the Property, or any portion thereof, encumbered by this Covenant, the Department agrees that this Covenant and any subsequent covenants shall merge, and this Covenant shall be incorporated into any new covenant, and they shall be treated as if there is only one covenant for the Property.
  - 4) Conveyances. The OWNER shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of any interest in any or all of the Property.
  - 5) Notice to Lessees. The OWNER agrees to incorporate either in full or by reference the restrictions of this Covenant in any future leases, licenses, or other instruments granting a right to use the Property. The OWNER agrees to send notice of this Covenant to the holders of record of any existing leases, licenses, rights-of-way, easements or other instruments granting a right to use the Property ("Holders"). The OWNER is under no obligation to provide consideration to the Holders in exchange for an agreement to subject the Holders' property interests to this Covenant, nor is the OWNER required to seek modification by a court of competent jurisdiction of any leases, licenses, easements or other instruments granting a right to use the Property. OWNER shall not be held liable by the Department for a violation of this Covenant by any of the Holders.
  - 6) Notification for proposed construction and land use. The OWNER shall notify the Department when submitting an application to a local government for a building permit or change in land use.
  - 7) Third Party Beneficiary. The OWNER of the property is a third party beneficiary with the right to enforce the provisions of the Covenant as provided in § 25-15-322, C.R.S.
  - 8) Inspections. The Department shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property.
  - 9) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.
  - 10) Enforcement. The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. against the person or entity believed or alleged to be performing or conducting an activity on the Property in violation of this Covenant. The OWNER may



file suit in district court to enjoin actual or threatened violations of this Covenant, but nothing in this Covenant shall require OWNER to do so.

- 11) Owner's Compliance Certification. The OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing the OWNER's compliance, and any lack of compliance, with the terms of this Covenant.

Notices. Any document or communication required under this Covenant shall be sent or directed to:

Mr. Charles Adams  
Environmental Protection Specialist  
HMWMD-SHWP-B2  
Hazardous Materials and Waste Management Division  
Colorado Department of Public Health and the Environment  
4300 Cherry Creek Drive South  
Denver, Colorado 80246-1530





Accepted by the Colorado Department of Public Health and Environment this 12<sup>th</sup> day of March, 2013

By: Gary W. Baughman

Title: Director, HAWARD

STATE OF COLORADO )  
 ) ss:  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2013 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

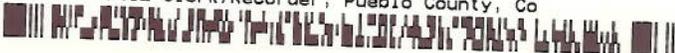
Claudette M. Ferris  
Notary Public

4300 Cherry Creek Dr So  
Address

Denver, CO 80246

My commission expires: October 21, 2015





**LEGAL DESCRIPTION:**

A tract of land located in the East Half and the Northwest Quarter of Section 6, Township 21 South, Range 64 West of the 6th P.M. in Pueblo County, Colorado more particularly described as follows;

Commencing from the Center of said Section 6, also being the Point of Beginning; Thence 40 feet ± North along the North-South Center line of said Section 6 and the East line of a parcel of land recorded at Reception No. 1893835 of the Pueblo County records, to a point on the North line of said parcel; Thence N60°05'51"W, a distance of 191 feet ±, along said North line to a point being the Northwest corner of said parcel; Thence S29°59'54"W, a distance of 30 feet ± along the West line of said parcel to a point being the Northeast Corner of Bullen's Subdivision; Thence N60°00'06"W, a distance of 1879 feet ± to a point on the centerline of Stanton Street; Thence continuing North along said Stanton St., a distance of 178 feet ± to the South bank of the Arkansas River; Thence Easterly along said South bank of the Arkansas River to a point on the West line of the BNSF Railroad right of way; Thence S24°36'47"E, a distance of 676.9 feet ± along said West right of way line; Thence continuing along said West right of way on a curve to the right with a radius of 1854 feet ± and a length of 894.52 feet ±; Thence continuing along West right of way S14°31'48"W, a distance of 543.2 feet ± to a point on the North right of way line of U.S. HWY 50;

Thence along said U.S. HWY 50 the following 12 courses:

Thence N76°35'58"W, a distance of 126 feet ±;

Thence on a curve to the right with a radius of 2740 feet ± and an arc length of 341.14 feet ±;

Thence N68°54'10"W, a distance of 358.3 feet;

Thence N21°03'01"E, a distance of 10.0 feet;

Thence N69°00'37"W, a distance of 279.9 feet;

Thence S21°03'33"W, a distance of 25.0 feet;

Thence N68°55'47"W, a distance of 89.2 feet;

Thence S22°21'21"W, a distance of 45.0 feet;

Thence S20°32'02"W, a distance of 10.0 feet;

Thence N68°39'08"W, a distance of 139.7 feet;

Thence S21°18'36"W, a distance of 10.0 feet;

Thence N73°45'30"W, a distance of 13.5 feet± to a point on the East line of a parcel recorded in Book 2769 Pg. 913 of the Pueblo County records;

Thence North, a distance of 357.4 feet± along said parcel to the Northeast corner of said parcel; Thence West, a distance of 141 feet± along said North line of said parcel to a point, being the East line of a parcel recorded at Reception No. 1893835 of the Pueblo County records; Thence North along said East line a distance of 191 feet± to the Northeast corner of said parcel; Thence N85°57'W, a distance of 455.6 feet± to a point on the North-South Centerline of said Section 6; Thence North along said centerline, a distance of 51 feet± to the Center of Section 6 being the Point of Beginning.

The above described parcel contains 73± Acres.

And

A parcel of land located in a portion of Section 4 and 5, Township 21 South, Range 64 West, of the 6<sup>th</sup> P.M., and a portion of Section 33, Township 20 South, Range 64 West, of the 6<sup>th</sup> P.M., County of Pueblo, State of Colorado, being more particularly described as follows:



Commencing at the Southwest corner of Section 5, Township 21 South, Range 64 West; thence N 37°42'49" E, a distance of 4473.51 feet, to the Point of Beginning (the Basis of Bearings for the herein described parcel is N 00°23'47" E, along the West line of the northeast ¼ of Section 8 Township 21 South, Range 64 West); thence S 02° 23' 03" E, a distance of 606.49 feet; thence S 53° 39' 25" E, a distance of 178.42 feet; thence N 56° 56' 30" E, a distance of 516.82 feet; thence N 51° 32' 03" E, a distance of 312.95 feet; thence N 60° 57' 32" E, a distance of 341.67 feet; thence N 48° 48' 04" E, a distance of 348.82 feet; thence N 41° 31' 37" E, a distance of 760.96 feet; thence N 50° 51' 01" E, a distance of 322.92 feet; thence N 40° 04' 14" E, a distance of 376.10 feet; thence N 84° 26' 18" E, a distance of 206.85 feet; thence S 07° 02' 10" E, a distance of 516.04 feet; thence S 38° 26' 17" E, a distance of 140.22 feet; thence N 88° 00' 23" E, a distance of 1352.45 feet; thence N 74° 33' 02" E, a distance of 682.61 feet; thence N 50° 52' 50" E, a distance of 545.24 feet; thence N 00° 54' 46" W, a distance of 595.17 feet; N 53° 54' 20" W, a distance of 79.66 feet; thence N 41° 50' 43" E, a distance of 211.41 feet; thence S 88° 30' 12" E, a distance of 632.45 feet; thence N 06° 06' 05" E, a distance of 277.78 feet; thence S 69° 06' 25" E, a distance of 209.02 feet; thence N 04° 27' 19" E, a distance of 450.93 feet; thence N 42° 15' 38" W, a distance of 764.26 feet; thence S 88° 06' 17" W, a distance of 344.94 feet; thence S 60° 31' 09" W, a distance of 216.09 feet; thence S 53° 32' 40" W, a distance of 332.51 feet; thence S 72° 20' 37" W, a distance of 432.12 feet; thence S 54° 08' 34" W, a distance of 508.15 feet; thence S 66° 46' 50" W, a distance of 1519.32 feet; thence S 57° 22' 57" W, a distance of 173.85 feet; thence S 41° 07' 26" W, a distance of 83.33 feet; thence S 33° 39' 54" W, a distance of 1014.22 feet; thence S 38° 13' 10" W, a distance of 254.01 feet; thence S 42° 13' 45" W, a distance of 379.40 feet; thence S 49° 52' 24" W, a distance of 459.94 feet; thence S 78° 56' 00" W, a distance of 182.58 feet; thence S 87° 40' 22" W, a distance of 913.61 feet, to the Point of Beginning. Containing

The above described parcel contains 143.59 acres, more or less.

And

A parcel of land located in a portion of Sections 6, 7, 8, 17, 18 and 19, Township 21 South, Range 64 West, 6th P.M., and a portion of Sections 12, 13, 23, 24, 25 and 26, Township 21 South, Range 65 West, 6th P.M., County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at a point on an existing fence line from which point the SE corner of Section 23, Township 21 South, Range 65 West, bears: S 76° 57' 25" E, a distance of 791.33 feet, being a ¾" rebar with a 3 ¼" aluminum cap, PLS 11550; thence along said fence line the following five (5) courses:

- 1) S 40° 47' 29" E, a distance of 78.75 feet;
- 2) S 14° 24' 31" W, a distance of 398.22 feet;
- 3) S 17° 55' 25" E, a distance of 499.73 feet;
- 4) S 22° 42' 28" E, a distance of 795.32 feet;
- 5) S 30° 43' 24" E, a distance of 85.69 feet, to a point 100 feet North of Comanche Water line; thence N 89°36' 55" E, parallel to said Water line a distance of 1333.32 feet, to a point on an existing fence line; thence along said fence line the following three (3) courses:
  - 1) N 40° 28' 59" E, a distance of 390.65 feet;



- 2) N 37° 15' 56" E, a distance of 1288.68 feet;
- 3) N 27° 16' 28" E, a distance of 1173.55 feet; thence departing said fence line N 27° 37' 33" E, a distance of 2098.43 feet to a fence corner; thence N 71° 48' 09" E, a distance of 553.20 feet, to the westerly right-of-way line of Burlington Northern, Atchison, Topeka and Santa Fe Rail Road ; thence along said westerly right-of-way the following ten (10) courses:
  - 1) on the arc of a curve to the Right, from which the radius point bears S 51° 39' 24" E, through a central angle of 02° 15' 00", whose radius is 2596.61 feet, an arc length of 101.97 feet;
  - 2) N 40° 35' 36" E, a distance of 1713.48 feet;
  - 3) N 00° 03' 32" W, a distance of 38.37 feet;
  - 4) N 40° 35' 36" E, a distance of 1462.18 feet;
  - 5) N 49° 24' 25" W, a distance of 25.00 feet;
  - 6) on the arc of a curve to the Left, from which the radius point bears N 49° 24' 24" W, through a central angle of 00° 31' 09", whose radius is 7539.48 feet, an arc length of 68.31 feet;
  - 7) on the arc of a curve to the Left, from which the radius point bears N 49° 56' 33" W, through a central angle of 00° 12' 51", whose radius is 7539.48 feet, an arc length of 28.18 feet;
  - 8) on the arc of a curve to the Left, from which the radius point bears N 50° 09' 22" W, through a central angle of 17° 46' 47", whose radius is 5629.48 feet, an arc length of 1746.91 feet
  - 9) on the arc of a curve to the Left, from which the radius point bears N 67° 56' 09" W, through a central angle of 00° 45' 00", whose radius is 7539.48 feet, an arc length of 98.69 feet;
  - 10) N 21° 18' 51" E, a distance of 260.57 feet, said point being the intersection of the westerly right-of-way of said rail road and an existing fence line if projected northwesterly on the east side of said rail road right-of-way; thence along said fence line the following ten (10) courses:
    - 1) S 58° 00' 41" E, a distance of 1050.78 feet;
    - 2) N 44° 05' 02" E, a distance of 318.41 feet;
    - 3) N 10° 04' 41" W, a distance of 1136.46 feet;
    - 4) N 40° 20' 25" E, a distance of 1068.33 feet;
    - 5) S 69° 11' 17" E, a distance of 1331.93 feet;
    - 6) S 88° 37' 12" E, a distance of 440.20 feet;
    - 7) S 65° 57' 38" E, a distance of 1242.96 feet;
    - 8) N 10° 47' 51" W, a distance of 1284.47 feet;
    - 9) N 79° 36' 24" W, a distance of 205.51 feet;
    - 10) N 01° 15' 20" E, a distance of 966.02 feet; thence departing said fence line N 37° 14' 25" W, a distance of for 1110.02 feet, to a power pole; thence N 21° 10' 16" W, a distance of 1832.81 feet to a power pole; thence N 24° 58' 24" W, a distance of 804.27 feet, to the westerly right-of-way line of the Burlington Northern, Atchison, Topeka and Santa Fe Rail Road; thence along said westerly right-of-way line the following fourteen (14) courses:
      - 1) on the arc of a curve to the Left, from which the radius point bears N 79° 21' 08" W, through a central angle of 25° 49' 22", whose radius is 1562.87 feet, an arc length of 704.37 feet;
      - 2) N 74° 49' 31" E, a distance of 10.00 feet;
      - 3) on the arc of a curve to the Left, from which the radius point bears S 74° 49' 30" W, through a central angle of 02° 37' 56", whose radius is 2116.76 feet, an arc length of 97.25 feet;
      - 4) N 17° 48' 26" W, a distance of 608.97 feet;
      - 5) N 72° 11' 34" E, a distance of 10.00 feet;
      - 6) N 17° 48' 26" W, a distance of 50.00 feet;
      - 7) on the arc of a curve to the Right, through a central angle of 02° 41' 15", whose radius is 2181.97 feet, an arc length of 102.35 feet;
      - 8) on the arc of a curve to the Right, from which the radius point bears N 74° 52' 50" E, through a central angle of 19° 24' 43", whose radius is 1649.21 feet, an arc length of 558.76 feet;
      - 9) N 85° 42' 27" W, a distance of 10.00 feet;



- 10) on the arc of a curve to the Right, from which the radius point bears S 85° 42' 27" E, through a central angle of 13° 52' 21", whose radius is 1659.21 feet, an arc length of 401.73 feet;
- 11) on the arc of a curve to the Right, from which the radius point bears S 71° 50' 06" E, through a central angle of 02° 41' 15", whose radius is 2191.97 feet, an arc length of 102.82 feet;
- 12) N 19° 58' 47" E, a distance of 169.85 feet;
- 13) S 74° 21' 09" E, a distance of 10.00 feet;
- 14) N 15° 39' 00" E, a distance of 487.35 feet; thence departing said westerly right-of-way N 88° 42' 21" W, a distance of 429.57 feet, to the southerly right-of-way of Northern Avenue; thence along said southerly right-of-way line the following thirteen (13) courses:
  - 1) S 77° 52' 44" W, a distance of 43.49 feet;
  - 2) S 81° 57' 44" W, a distance of 59.28 feet;
  - 3) S 80° 34' 14" W, a distance of 57.48 feet;
  - 4) S 79° 52' 14" W, a distance of 27.22 feet;
  - 5) S 75° 38' 44" W, a distance of 80.11 feet;
  - 6) S 69° 37' 14" W, a distance of 83.20 feet;
  - 7) S 65° 01' 14" W, a distance of 696.34 feet;
  - 8) S 66° 13' 14" W, a distance of 102.16 feet;
  - 9) S 69° 10' 14" W, a distance of 104.42 feet;
  - 10) S 74° 40' 14" W, a distance of 102.48 feet;
  - 11) S 73° 55' 14" W, a distance of 95.07 feet;
  - 12) S 89° 33' 09" W, a distance of 2544.24 feet;
  - 13) S 89° 32' 50" W, a distance of 1242.04 feet, to the easterly right-of-way line of the Denver and Rio Grande Rail Road; thence S 00° 27' 12" E, along said easterly right-of-way, a distance of 3937.29 feet; thence departing said easterly right-of-way N 89° 44' 27" W, a distance of 100.00 feet, to the northeast corner of Block 25, Lake Minnequa Addition, Amended; thence N 89° 44' 27" W, along the north line of said Block 25, a distance of 368.55 feet, to a point on the Easterly right-of-way line of Colorado Interstate No. 25; thence along said easterly right-of-way line the following thirteen (13) courses:
    - 1) S 12° 51' 28" W, a distance of 201.04 feet;
    - 2) on the arc of a curve to the Left, from which the radius point bears S 73° 01' 19" E, through a central angle of 06° 52' 01", whose radius is 1402.50 feet, an arc length of 168.09 feet;
    - 3) S 06° 21' 55" W, a distance of 153.40 feet;
    - 4) S 60° 53' 05" E, a distance of 97.12 feet;
    - 5) on the arc of a curve to the Left, from which the radius point bears S 65° 22' 31" E, through a central angle of 11° 34' 24", whose radius is 2367.00 feet, an arc length of 478.11 feet;
    - 6) S 00° 15' 33" W, a distance of 239.50 feet;
    - 7) S 06° 03' 55" W, a distance of 361.10 feet;
    - 8) S 00° 51' 04" E, a distance of 684.37 feet;
    - 9) S 00° 05' 05" E, a distance of 134.70 feet;
    - 10) on the arc of a curve to the Left, from which the radius point bears S 86° 25' 03" E, through a central angle of 04° 04' 04", whose radius of 3880.00 feet, an arc length of 275.46 feet;
    - 11) S 02° 33' 50" W, a distance of 864.99 feet;
    - 12) S 24° 45' 55" W, a distance of 454.47 feet;
    - 13) S 39° 04' 52" W, a distance of 616.40 feet; thence departing said easterly right-of-way line S 25° 00' 31" W, a distance of 8383.90 feet, to the Point of Beginning.

Containing 2050.41 acres, more or less.