

# REQUEST FOR PROPOSAL COVER SHEET & SIGNATURE PAGE

**Date:** \_\_\_\_\_, 2025

**Project Number:** 25-001

**Project Name:** RFP for Property Sale  
located at 125 Riverwalk Place  
Pueblo, CO 81003

(Project No. and Name must be shown on outside of  
submittal package and on any email correspondence)

**Submit Sealed Proposals to:** HARP Authority  
125 Riverwalk Place  
Pueblo, CO 81003

**Purchasing Contact:** Lynn Clark  
Executive Director  
[lynn@puebloriverwalk.org](mailto:lynn@puebloriverwalk.org)

[www.puebloriverwalk.org](http://www.puebloriverwalk.org)

**RFP Submission Deadline: May 30, 2025, at 2:00 PM**

Note: HARP Authority Office hours are 8:00 AM to 4:30 PM. Proposers are responsible to ensure timely receipt within that time, prior to submission deadline. Late proposals will not be accepted.

**Site Visit:** Proposers are encouraged to visit the physical site of the property.

**Number of Copies To be submitted:**

**3 copies:** One unbound, untabbed copy and two bound and tabbed hard copies required.

## **Purpose of Request for Proposal**

The purpose of this solicitation is to solicit competitive proposals from qualified persons or entities to purchase and develop two parcels of land, Lots 2 & 3 Historic Arkansas Riverwalk Project Filing Three, Pueblo, CO 81003 (the Property). There is currently a building on Lot 2 and improvements on Lot 3. The existing building and improvements will need to be removed as part of a proposal, at the expense of the Proposer. The real estate transaction will take place in accordance with all the terms and conditions contained herein. An evaluation will be conducted for each submittal and award will be made to the Proposer whose proposal is determined to be the most advantageous to the HARP Authority. Please be advised that electronic submissions (i.e. fax, emails, etc.) will not be accepted as a sealed proposal. Proposers are urged to read the attached solicitation documents thoroughly before submitting a proposal.

The HARP Authority reserves the right to reject any or all proposals or portions thereof, to waive any informalities or irregularities in the proposals received which are inconsequential or immaterial in nature, and to approve awards in total or in part, whichever, in its judgment best serves the interests of the HARP Authority.

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to enter into a real estate transaction with the HARP Authority in the manner described and subject to the terms and conditions set forth in the attached RFP.

Proposer acknowledges that the company is qualified to enter into the real estate transaction contemplated by the RFP. At any time during the selection and award process, the HARP Authority may request information substantiating the indicated requirements. Failure to provide this information may result in a Proposer's offer being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement.

The undersigned further states that this Proposal is made in good faith and that the information and/or prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's firm with full power and authority to submit binding offers for the goods or services as specified.

**Disclaimer:** Interested parties may visit the HARP Authority during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. If the Proposer cannot verify that the RFP documents were obtained from HARP Authority website or HARP Authority office, we cannot guarantee the validity of the document and their proposal may be rejected.

Please confirm how your document was obtained:

HARP Authority Website \_\_\_\_; Hardcopy or email from HARP Authority.

**MANDATORY – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.**

\_\_\_\_\_  
Authorized Signature (required)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Office Phone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Company Email Address

For clarification of this Proposal contact:  
(If different from above)

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

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## **SECTION 1. ADMINISTRATIVE REQUIREMENTS & INFORMATION**

### **1.1 Bid Information, Requests for Clarification, and Addenda**

Any changes or revisions to our published solicitation documents will be through written addendum. The RFP is available at HARP Authority office or HARP Authority website. It is entirely the Proposer's responsibility to check the HARP Authority website ([www.puebloriverwalk.org](http://www.puebloriverwalk.org)) for any Addenda that may be available in the event that any emailed notifications of addenda were not received.

It is also the Proposer's responsibility to make email or written or in person at HARP Authority, inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to HARP Authority at least three (3) business days prior to the date of submittal openings and must indicate the Project Number on the subject line.

### **1.2 Allegation of Misunderstanding**

Proposers shall inform themselves of the conditions in existence in reference to the Sale of this property before submitting their proposal and no allowances shall be made by reason of any matter or thing concerning which they might not have been fully informed prior to submittal. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation. If a pre-proposal meeting is held, Proposers should make every effort to attend. If the pre-proposal meeting is mandatory and the Proposer cannot attend, it is imperative that someone else attend as a representative of the Proposer, otherwise their Proposer's offer will not be accepted at the time of opening.

### **1.3 Written Agreements**

The selected Proposer shall be required to enter into agreements with the HARP Authority to purchase the Property. The agreements, as follows:

EXHIBITS	A	CONTRACT TO BUY AND SELL REAL ESTATE
	A-1	SPECIAL WARRANTY DEED
	A-2	PERMITTED EXCEPTIONS
	A-3	DEED OF TRUST (TERMS TO BE DETERMINED)
	B	DEVELOPMENT AGREEMENT (TERMS TO BE DETERMINED)

The selected proposer shall be required to comply with all applicable Federal, State, and City of Pueblo (the "City") regulations, statutes, and ordinances. Signature on the Request for Proposal Cover Sheet and Signature Page shall serve as an acknowledgement that the Proposer is willing to enter into the attached agreements with the HARP Authority if Proposer's offer is accepted.

### **1.4 Omissions**

Should the HARP Authority omit anything from the RFP which is necessary for a clear understanding of this transaction, or should it appear that various instructions are in conflict, the Proposer submitting the Proposal shall secure clarification from the Purchasing Contact at least three (3) business days prior to the time of the opening date given above.

### **1.5 Rejection of Proposals**

No Proposal shall be accepted from, or contract awarded to, any person, company or corporation that is in arrears to the HARP Authority, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the HARP Authority or the City of Pueblo (herein the "City"), or that may be deemed irresponsible or unreliable by the HARP Authority. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the transaction outlined in this RFP. The HARP Authority reserves the right to request any additional information as needed to make a sound evaluation decision.

The HARP Authority reserves the right to conduct a complete background investigation of the proposing entity, its principals and its management and executive team, including all consultants and sub-consultants, prior to the final selection or execution of the Property Sale Agreement. Should any principals, consultants, sub-consultants or members of the management or executive team have current litigation with, or have current default, or if any of the foregoing have previously defaulted on City or HARP Authority contracts, leases, licenses or other legal agreements with the HARP Authority or if any of the foregoing have previously not prevailed in litigation with the HARP Authority, the proposing entity will be automatically disqualified from the RFP process.

#### **1.6 Proposal Ownership/Confidentiality**

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the HARP Authority and will not be returned to the Proposer. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (open) Records Act. (Section 24-72-201 et seq., C.R.S.). Confidential or Proprietary information must be readily identified, marked and separated from the rest of the proposal. Co-mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. *See* Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records Act.

#### **1.7 Equal Opportunity**

The HARP Authority is an Equal Opportunity Employer. Proposers will commit to and meet the nondiscrimination and equal employment requirements of Section 1-8-3, P.M.C. Minority and Woman Owned Businesses are encouraged to submit Proposals. HARP Authority will make every effort to ensure that all Proposers are treated fairly and equally throughout the entire solicitation, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

#### **1.8 Cost of Developing Proposals**

All costs related to the preparation of the Proposals and any related activities are the sole responsibility of the Proposer. The HARP Authority assumes no liability for any costs incurred by Proposers throughout the entire selection process.

#### **1.9 Preparation of Proposals**

The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the RFP Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the HARP Authority and be governed by the Terms and Conditions set forth within this solicitation if their Proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement.

Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the Proposals must initial all corrections in ink. Corrections and/or modifications received after the specified bid closing time will not be accepted.



## **SECTION 2. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL AND CONTRACT AWARD**

The HARP Authority reserves the right to make an award on receipt of initial proposals; Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

The HARP Authority shall evaluate and select Proposals to enter into this transaction based on the completed proposal responses. The HARP Authority shall be the sole judge in determining how the evaluation process shall be conducted and what Proposer shall be considered for award as deemed to be in the best interest of the HARP Authority. There will be no appeal period.

The HARP Authority may conduct such investigations as the HARP Authority considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications, and financial ability of any potential Proposer to close the transaction specified under this RFP within the prescribed time.

In the event the HARP Authority determines that negotiation of the Proposer's submittal is necessary, the Proposer shall be notified, and the negotiation process will begin. Should the HARP Authority be unable to negotiate an acceptable real estate agreement the HARP Authority may terminate negotiations. The HARP Authority shall be the sole judge in determining, either prior to or after negotiations, when a proposal is deemed acceptable. Further, the HARP Authority shall be the sole judge in determining when negotiations are to be concluded.

## **SECTION 3. OBJECTIVE AND SITE FACTS**

### **3.1 Objective**

The HARP Authority's main objective for this RFP is to negotiate the sale and development of Lots 2 & 3 Historic Arkansas Riverwalk Project Filing Three, Pueblo, CO 81003 ("Property"). If a hotel is proposed it is expected to have a minimum of 100 rooms and oriented toward the business / family clientele and a hotel Proposer shall have expertise in hotel marketing and sales, with a brand that is on the cutting-edge of technology.

A Proposer must submit a proposal for the purchase and development of the Property. The HARP Authority will be evaluating all proposals based on the offer that is the most beneficial to the HARP Authority.

### **3.2 Site Facts**

**3.2.1 Property Description.** Lots 2 & 3 Historic Arkansas Riverwalk Project Filing Three. There currently exists a building on Lot 2 and improvements on Lot 3. The Proposer will be responsible for the removal of the building and improvements for the proposed development, at the expense of the Proposer.

**3.2.2 Location.** Located at 125 Riverwalk Place and shown on the attached map.

**3.2.3 Flood Zone.** Flood zone B (areas determined to be outside the 100-year floodplain).

**3.2.4 Uses.** Currently, the Property is land with some improvements which will need to be removed. The Property is currently in a HARP 3 Zone District, which allows hotel/motels, restaurants and retail sales as uses by right at this site. The Proposer will be required to comply with the performance standards and architectural requirements per the zone district. The Proposer must obtain the approval of its commercial plans by the HARP Authority prior to the City's approval of any building permit for a new structure or structures on the Property. Development of the Property shall be governed by a Development Agreement, the terms of which will be provided by the HARP Authority subsequent to acceptance of a proposal, pursuant to this RFP, and the negotiation of the terms of the Development Agreement. The terms of the Development Agreement being satisfactory to the HARP Authority, in its sole discretion.

## SECTION 4. PROPOSAL FORMAT AND REQUIRED RESPONSES

This is a qualification and cost-based procurement process. Proposers are required to submit the following information in accordance with the instructions herein. The HARP Authority reserves the right to request subsequent and expanded Statements of Clarification from any Proposer in order to more effectively evaluate the proposal. Make sure to provide the exact number of copies as specified on the first page of this RFP. Failure to provide any of the information requested by these paragraphs may be grounds for the HARP Authority to reject a proposal.

### 4.1 Proposal Format.

Proposal should include:

**4.1.1 Request for Proposal Cover Sheet and Signature Page.** Both pages of the RFP Cover Sheet must be returned as a part of the Proposal acknowledging that all parts of the RFP have been read and understood. Unsigned proposals will be considered non-responsive and rejected.

**4.1.2 Proposal Table of Contents.** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the HARP Authority Request for Proposal and must include all the items set forth in this section of the Request for Proposals.

**4.1.3 HARP Authority or City Employee Financial Interest.** The prospective purchasers, in submitting the Proposal, shall agree and so state in the Proposal that no person acting for or employed by the HARP Authority or the City has a direct or indirect financial interest in the Proposal or in any portion of the profits which may be derived therefrom.

**4.1.4 Statement of Qualifications.** Proposers shall include a Statement of Qualification which will include the following information.

4.1.4.1 The Proposer's legal name, address, phone, and contact person with authority to bind the Proposer.

4.1.4.2 Time Frame. The proposal shall include the number of days that is needed for the firm to close the real estate transaction after given notice to proceed. Proposals should identify any conditions that must be met before the proposal can become a reality. The schedule should include the time needed to obtain financing.

4.1.4.3 Disclosures. Disclose any professional or personal financial interest, which could be a possible conflict of interest in closing the real estate transaction.

**4.1.5 Scope of Proposal.** Include in the proposal, at a minimum, the following:

**4.1.5.1** Describe in detail how the property will be used, what type of use will be established, how pedestrians and vehicles will access the building, how delivery and trash services will be addressed and how parking will be provided for the guests.

**4.1.5.2** Provide examples of the architecture and provide examples of similar projects that have recently been completed by the Proposer.

**4.1.5.3** Show how the proposed use will complement the adjacent Riverwalk and surrounding land uses.

**4.1.5.4** Describe the source of financing and attach a monthly financial pro forma from the closing of the sale of the Property through completion of construction.

**4.1.5.5** Include a provision for the payment by the Proposer, upon execution of the Contract, to the HARP Authority of \$45,000.00 for HARP Authority costs for staff and legal counsel for the negotiation of terms and preparation of documents and completion of the contract related documents.

**4.1.6 Offer Form.** Include the form provided in Section 5. This form provides a general description of the intended use of the property and the Proposer's offer. Bidders are cautioned to propose their best possible offer at the onset of the process, as there is no guarantee that any Proposer will be allowed an opportunity to submit a Best and Final Offer.

**THE REST OF THIS PAGE IS INTENTIONALLY BLANK**



## SECTION 5. OFFER FORM

Proposer's Name: \_\_\_\_\_

Proposer's Contact Information:

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Persons authorized to sign the property purchase documents (print name and title).

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Proposed Use of Property:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby offer to purchase said Property at the price of:

Purchase Price: \_\_\_\_\_

(On an attached sheet, please provide any additional information as needed to best present your offer.)

**Proposer's Signature**

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Print Name/Title

\_\_\_\_\_

Company Name

## CONTRACT TO BUY AND SELL REAL ESTATE

(Contemplated form of this document)

THIS CONTRACT ("Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the HARP Authority (hereinafter called the "Seller"), and \_\_\_\_\_ (hereinafter called the "Purchaser").

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all that certain plat, piece, and unimproved parcel of land having the following legal description:

Lots 2 and 3, Historic Arkansas Riverwalk Project Filing Three, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder,

also known by street and number as 125 Riverwalk Place, Pueblo, CO 81003

(the "Property"). The Property shall be conveyed by Special Warranty Deed ("Deed") a form of which, marked as Exhibit A-1, is attached hereto and incorporated herein by reference. The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in Exhibit A-2 to the Special Warranty Deed, subject to satisfaction of the conditions listed in Section 3 of this Agreement.

2. Purchase Price. Seller and Purchaser agree that the total purchase price shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid as provided in, and subject to, Section 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable as follows:

(a) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in cash or certified funds payable on the Closing Date (as defined in Section 6 below);

(b) Purchaser shall deliver to Seller a duly executed Development Agreement as agreed to between Purchaser and Seller.

4. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Buyer's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide

copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, and the Permitted Exceptions. At Closing, Buyer shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Seller shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

5. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title, 503 N. Main Street, Suite 2., Pueblo, CO 81003 at a date and time as agreed by Seller and Purchaser. Each of the parties hereby authorizes Land Title to close this transaction and each agrees to be responsible for one-half (1/2) of the closing fee charged by Land Title.

6. Closing Costs. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

7. Leases or other Contracts. Seller warrants that there are no leases, contracts or agreements applicable to or affecting the Property, entered into by Seller, and that to the best of Seller's actual knowledge there are no other leases, contracts or agreements entered into by any third party applicable to or affecting the Property, which are or will be in force and effect on the date of Closing.

8. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS

TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED, UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 9 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER.

9. Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Deed.

10. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement and the Development Agreement, which alone fully and completely express their agreement, and this Agreement and the Development Agreement are entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement or the Development Agreement, made by the other.

11. This Agreement may not be changed or terminated orally.

12. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

13. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

14. Applicable Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO. In the event of a disagreement between the Seller and the Purchaser regarding the interpretation of the terms of this agreement or the performance by either of them of their responsibilities in this agreement the Seller and Purchaser shall meet and in good faith try to resolve the disagreement. If the Seller and Purchaser are not able to resolve their issues the matter shall be submitted to mediation, in Pueblo Colorado, with a mutually agreed mediator. If mediation is not successful Seller and Purchaser will submit the unresolved issues to binding arbitration, pursuant to the Colorado Uniform Arbitration Act, with a mutually agreed arbitrator

15. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective

heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

16. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A-1 – Form of Special Warranty Deed
- (b) Exhibit A-2 – Permitted Exceptions
- (c) Exhibit A-3 – Form of Deed of Trust - to be drafted pursuant to terms of the Development Agreement.

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

18. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

19. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

20. Neither party shall record this Agreement or any short form memorandum of this Agreement.

- (a) Executed at Pueblo, Colorado, the day and year first above written.

SELLER:

THE HARP AUTHORITY

By: \_\_\_\_\_

PURCHASER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



### SPECIAL WARRANTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the HARP  
Authority (hereinafter referred to as "Grantor") and  
\_\_\_\_\_, whose address is \_\_\_\_\_  
(hereinafter referred to as "Grantee"):

**WITNESSETH**, that the Grantor, for and in consideration of the sum of  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_.00) and other good and valuable  
consideration, the receipt and sufficiency of which is hereby acknowledged, has granted,  
bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm,  
unto the Grantee, its heirs, successors and assigns forever, all the real property, together with  
improvements, if any, the following described property, to wit:

Lots 2 and 3, Historic Arkansas Riverwalk Project Filing Three, Pueblo County, State of Colorado,  
according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder.

also known by street and number as 125 Riverwalk Place, Pueblo, CO 81003

for all purposes, together with all and singular the rights, benefits, privileges, easements,  
tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and  
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all  
the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity,  
of, in and to the above bargained premises, with the hereditaments and appurtenances.



---

Notary Public

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## **PERMITTED EXCEPTIONS**

**The following are typical exceptions only, based on a title commitment. Final Permitted Exceptions to be determined after title commitment is issued**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Title to all minerals within and underlying the premises, together with all mining and drilling rights and other rights, privileges and other immunities relating thereto. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Title lying within the boundaries of Richmond Avenue; or Central Main Street or Alan Hamel Ave.
10. Matters which may affect the issuance of a policy of title insurance upon disclosure of the actual name of the person or entity to be insured.
11. Reservations as contained in that certain Patent of the United States, as recorded August 27, 1883 in Book 40 at Page 241.
12. Reservations as contained in that certain Patent of the United States, as recorded August 29, 1883 in Book 40 at Page 247.
13. Reservations as contained in that certain Patent of the United States, as recorded September 1, 1883 in Book 40 at Page 259.
14. Reservations as contained in that certain Patent of the United States, as recorded September 3, 1883 in Book 40 at Page 267.
15. Reservations as contained in that certain Patent of the United States, as recorded September 21, 1883 in Book 40 at Page 329.

16. Reservations as contained in that certain Patent of the United States, as recorded February 14, 1884 in Book 44 at Page 161.
17. Reservations as contained in that certain Patent of the United States, as recorded February 21, 1884 in Book 44 at Page 177.
18. Reservations as contained in that certain Patent of the United States, as recorded May 3, 1887 in Book 52 at Page 314.
19. Reservations as contained in that certain Patent of the United States, as recorded May 11, 1887 in Book 52 at Page 370.
20. Reservations as contained in that certain Patent of the United States, as recorded February 24, 1890 in Book 87 at Page 388.
21. Terms, conditions, obligations, and provisions as contained in that certain Resolution issued by The Board of County Commissions of Pueblo County, Colorado as recorded January 31, 1941 in Book 900 at Page 333 as Reception No. 648039.
22. Terms, conditions, and provisions as contained in The City Council of Pueblo, Colorado Ordinance No. 5764, vacating rights of way, as recorded August 17, 1992 in Book 2609 at Page 30 as Reception No. 982742.
23. Terms, conditions, and provisions as contained in The City Council of Pueblo, Colorado Ordinance No. 5896, vacating rights of way, as recorded September 9, 1994 in Book 2756 at Page 15 as Reception No. 1055835.
24. Utility easement in favor of Westplains Energy, as evidenced by that certain Easement recorded August 6, 1996 in Book 2918 at Page 3 as Reception No. 1134059.
25. Easements, restrictions, reservations, covenants, conditions, provisions, and agreements set forth and more fully described in that certain Quit Claim Deed recorded February 20, 1998 in Book 3087 at Page 371 as Reception No. 12505810.
26. All matters as depicted on that certain Street and Alley Vacation Plat recorded July 20, 1999 as Reception No. 1289661.
27. All matters as depicted on the filed plat for Historic Arkansas Riverwalk Project, Filing One, as recorded July 20, 1999, in Plat Book Hat Page 126, as Reception No. 1289663.

Note: Surveyor's Affidavit of Correction recorded February 28, 2002, under Reception No. 1427587.

Note: Supplemental Plat to Historic Arkansas Riverwalk Project, Filing One recorded July 20, 1999, in Plat Book Hat Page 127, under Reception No. 1289664.

28. All matters as depicted on Land Title Survey performed by \_\_\_\_\_.
29. Terms, conditions, and provisions as contained in the Protective Covenants recorded October 27, 2005 as Reception No. 1645628.
30. Terms, conditions, and provisions as contained in The City Council of Pueblo, Colorado Ordinance No. 7540, vacating rights of way, as recorded February 2, 2007 as Reception No. 1712401.



31. All matters as depicted on that certain Street and Alley Vacation Plat, as recorded February 2, 2007 in Plat Book Sat Page 698 as Reception No. 1712402.
32. Assignment of Easement in favor of Aquila Colorado Opco, LP, as evidenced by that certain instrument recorded August 13, 2008 as Reception No. 1778593.
33. Terms, conditions, and provisions as contained in The City Council of Pueblo, Colorado Ordinance No. 8540, changing the name of right of way, as recorded November 30, 2012 as Reception No. 1926962.
34. Ingress and egress easement in favor of Pueblo, a municipal corporation, as evidenced by that certain Easement and Right of Way recorded September 3, 2013 as Reception No. 1954155.
35. Utility easement in favor of Pueblo, a Municipal corporation, as evidenced by that certain Easement and Right of Way recorded September 3, 2013 as Reception No. 1954156.
36. Terms, conditions, and provisions as contained in The City Council of Pueblo, Colorado Ordinance No. 8617, approving the Historic Arkansas Riverwalk Project, Filing Three plat recorded September 3, 2013 as Reception No. 1954164.
37. All matters as depicted on the filed plat for Historic Arkansas Riverwalk Project, Filing Three, as recorded September 3, 2013 in Plat Book Hat Page 157 as Reception No. 1954165.
38. Terms, conditions, provisions, and obligations as contained in that certain Subdivision Improvements Agreement recorded September 3, 2013 as Reception No. 1954166.
39. Terms, conditions, provisions and obligations as contained in any Declaration of Protective Covenants, Conditions and Restrictions applicable to the subject property.
40. Terms, conditions, provisions, and obligations as contained in any Declaration of Construction Covenants, Conditions and Restrictions applicable to the subject property.
41. All other matters applicable to the subject property filed of record prior to Closing of the sale and purchase transaction.

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EXAMPLE ONLY

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

1. Introduction

Pueblo, a Municipal Corporation ("City") the declarant, is the owner of the real property described in the attached Exhibit A (hereinafter referred to as the "Subject Property") and owns substantial real estate adjacent to, and in the vicinity of, land which the City is developing as part of its Historic Arkansas Riverwalk of Pueblo (HARP) Development. It is essential to HARP that the Subject Property be developed and maintained in a manner consistent with the overall HARP Development. The HARP Authority is the entity designated to operate and manage HARP; Consequently, the following Covenants are hereby placed on the Subject Property:

2. Applicability

These covenants, conditions and restrictions are imposed upon the Subject Property and are to run with the land as a servitude in favor of the City. Failure to abide by any of the covenants, conditions and restrictions contained herein would adversely affect the health, safety and welfare of the public in general and the adjacent and nearby property owners in particular.

3. Use of Subject Property

The Subject Property shall be used only for the uses permitted by right, without waiver or variance, under the HARP 3 Zone District, as defined by the zoning ordinances of the City of Pueblo. The Subject Property is located adjacent to a public project known as HARP. Owners and occupants understand and agree that the use of HARP and activities conducted thereon by City, HARP Authority and the public may interfere with the use and enjoyment of the Subject Property and/or annoy or inconvenience owners and users of the Subject Property. Owners and occupants shall not complain about any lawful activities conducted on HARP or the lawful use of HARP by the City, HARP Authority or the public and waive any and all claims of nuisance or interference with the use and enjoyment of the Subject Property arising out of, or resulting, directly or indirectly, from any such lawful use or activity. Owner shall not undertake or perform any activity on, or use the Subject Property in a manner which will limit or interfere with the reasonable use and enjoyment of HARP by the City, HARP Authority or the public.

4. Underground Utilities

All telephone and power lines and lines for transmission of electronic signals installed upon the Subject Property shall be underground, except for customary surface devices for access or control.

## 5. Architectural Control

5.1 Rezoning and Resubdividing. The Subject Property shall neither be rezoned nor resubdivided except by the express approval of the City.

5.2 Construction Documents. Before any building permit is obtained or any work is commenced on any Improvement (as defined below), there shall be delivered to the City Director of Planning and Community Development, the HARP Authority, and the City Planning and Zoning Commission, final plans and specifications for any Improvement, including, as applicable, elevations, site plans, grading and drainage plans, landscaping plans, outline specifications, samples of exterior materials, and exterior colors, proposed signing and site lighting, construction access to the Subject Property and construction site. All such submittals must be approved by the City pursuant to the Pueblo Municipal Code and the HARP Authority before a building permit is issued and construction begins on any Improvement. Construction schedules shall also be delivered to the HARP Authority and the City Director of Planning and Community Development for informational purposes before construction begins on any Improvement. All Improvements shall be constructed substantially in accordance with plans and specifications approved by the HARP Authority and the City Planning and Zoning Commission pursuant to these Covenants. As used in these covenants, "Improvement" shall mean any object, thing or activity of any kind installed, located or occurring on the Subject Property which changes the external appearance to the Subject Property, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other things or objects of any type or kind installed or constructed on the Subject Property.

5.3 Common Use Documents. All documents either attempting to establish condominiums or other forms of common use or ownership, or regulating use or maintenance of any portions of the Subject Property, shall be submitted to and approved in writing by the HARP Authority and the City's Land Use Administrator before their being recorded, and prior to the sale or rental of any Improvement on the Subject Property to any party. HARP Authority and the City's review of these documents is for the purpose of ensuring that adequate provisions are made for first class maintenance of the Subject Property and all Improvements thereon, for controlling and approving any exterior changes or modifications to Improvements, for establishing of enforceable covenants that prescribe standards for use of the Subject Property and all Improvements thereon including, but not limited to the use of balconies, garages, parking areas and landscaping areas, and for adequate assessment procedures to fund the implementation of the documents, including the reimbursement of charges assessable against the Subject Property pursuant to section 6.3 of these Covenants.

5.4 Changes. No substantial change in or to any plat, special area plan, master plan, plans and specifications or document relating to the Subject Property shall be made unless approved by the City and the HARP Authority.

5.5 Names and Logos. Neither the names "HARP" or "Historic Arkansas Riverwalk of Pueblo" nor any derivatives thereof, nor the logos associated with such names may be used in any way in connection with the Subject Property, any use, or any promotion of it, unless HARP Authority has given its prior written approval to such use.

5.6 Approval Procedures. These Covenants require the owners and occupants of the Subject Property to obtain the City Planning and Zoning Commission's and the HARP Authority's approval of various plans, information, documents, writings and materials delivered to City and HARP pursuant to this Section 5. The City will not withhold its approval if it reasonably determines such items contemplate architecturally integrated and high quality Improvements consistent with the aesthetic and functional standards of the HARP Development, the HARP 2 Zone District and the specific provisions of these Covenants. If either the City Planning and Zoning Commission or HARP Authority does not approve, the respective body shall, within sixty days after submission, deliver notice stating its reasons for disapproval to the party desiring the approval, who may then deliver a resubmission to eliminate the City Planning and Zoning Commission's or the HARP Authority's objections. If the City Planning and Zoning Commission or HARP Authority fails to act on any submission or resubmission within such sixty (60) day period after receipt thereof, the respective body shall be deemed to have approved. The time periods referred to above shall begin on the date the City Planning and Zoning Commission or HARP Authority receives any submission or resubmission. Requests for approval shall be submitted subject to Section 12, below.

## 6. Maintenance of Improvements

6.1 Obligation to Maintain Improvements. All Improvements constructed on the Subject Property shall be maintained, or caused to be maintained, by the owner thereof in first-class condition. Such maintenance shall include, but not necessarily be limited to, repairing any structural damage to or defects in Improvements, keeping the exteriors of any Improvements on the Subject Property in first class condition, including painting as required, maintaining in good condition and repair all landscaping, walks, streets and parking facilities on the Subject Property, keeping vehicular and pedestrian areas free from accumulations of snow and ice, keeping the Subject Property free of trash and debris, and keeping all signs and lighting on the Subject Property clean and functional. At all times, but particularly during construction, the Subject Property owner shall control noxious weeds and fugitive dust in accordance with applicable governmental requirements and shall keep adjacent sidewalks, streets and roads free from accumulations of mud, dirt and debris originating on the Subject Property. The owner of Improvements shall maintain at all times at its cost and in full force and effect "all risk" casualty insurance (including without limitation flood and earthquake coverage to the extent reasonably available), for not less than 100% of the replacement value of the Improvements. In the event of damage thereto or destruction

thereof, the owner of the Improvements shall proceed forthwith to repair, reconstruct, and restore the damaged or destroyed portions of such Improvements to substantially the same condition and value as existed prior to such damage or destruction, applying for such purposes all the proceeds of such casualty insurance to the payment or reimbursement of the costs of such repairs, reconstruction and restoration.

6.2 City's Right to Maintain Improvements. If City, in good faith, reasonably determines any portion of the Subject Property or the Improvements located thereon are not being maintained or repaired in the manner specified in Section 6.1 above, City shall give the owner thereof, or the person occupying the portion of the Subject Property involved, a written notice specifying the maintenance or repairs which City determines is required under these Covenants. If the maintenance or repairs specified in such notice is not satisfactorily performed within thirty days after delivery of such notice, or within such longer time as City reasonably determines is required to perform such maintenance or repair, City shall thereafter have the right, but not the obligation, to perform such maintenance or repair and to enter any of the Subject Property and perform any acts reasonably necessary to complete such maintenance or repairs. City shall not be liable for any losses, costs or damages to any tenant or owner of the Subject Property on account of its performance of such maintenance or repairs, except for any such loss, cost or damage caused by City's gross negligence or willful misconduct. City may delegate its maintenance rights hereunder to the HARP Authority.

6.3 Reimbursement and Lien. In the event City elects to perform maintenance or repairs pursuant to section 6.2 above, the City will submit to the owner or the tenant of the Subject Property upon which or for whose benefit such maintenance or repairs was performed, a written statement of the costs incurred by the City in performing the maintenance or repairs. These costs shall be paid to the City within twenty days after receipt of such notice. If the City's costs have not been paid after expiration of this twenty-day period, the City may thereafter record a lien against the Subject Property for all costs (including reasonable attorneys' fees) incurred by the City in performing the maintenance or repairs and in collecting such costs and foreclosing upon the lien. Such lien shall be junior to first deeds of trust of record with respect to the Subject Property on the date the lien is recorded. The lien and the lien described in Section 6.4 may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon mechanics liens. This lien shall provide that all sums expended by the City or the HARP Authority in foreclosing the lien and collecting the amounts due City or the HARP Authority (including reasonable attorneys' fees) shall be additional indebtedness secured by such lien.

6.4 Common Area Maintenance Expenses. The Owner of the Subject Property shall pay, in the amount set forth below, a common area maintenance charge to the HARP Authority to partially pay for maintaining the common areas and the public improvements in the HARP Development which shall include, but not be limited to, the cost of: gardening and maintaining the landscaping; operating and maintaining the HARP Channel and identification signs; replacing plants and planters; providing seasonal and holiday decorations; painting; lighting; resurfacing; repairing utility service lines in the common areas; clearing and removing snow, trash, rubbish,



garbage and other refuse; paying interest on any funds advanced; providing personnel to implement such services and paying for administrative expenses. The HARP Authority will use all funds so collected to provide for the aforescribed maintenance.

To compensate the HARP Authority for providing such maintenance of the common areas, and public improvements in the HARP Development, the Owner of the Subject Property shall pay the then current amount per square foot per year, as set by the HARP Authority, for each square foot of gross building area under roof in each building located on the Subject Property. Payment of the common area maintenance expenses shall begin on the first day of the month following the month in which a temporary or permanent certificate of occupancy is issued for each building located on the Subject Property ("Commencement Date"). Monthly payments of 1/12th the total amount due shall be made on the first day of each month. The common area maintenance charge shall be annually increased by the percentage increase, if any, in the U.S. Consumer Price Index for All Items - Urban Wage Earners and Clerical Workers ("CPI-W") (base year 1982-1984 - 100) (the "Index"). If the Index changes so the first year differs from that used in this Section, the Index shall be converted according to the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised, such other governmental index or computation which replaces it shall be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The Index published nearest to the first payment of the Common Area maintenance charge shall be the Beginning Index. The Index published nearest the Adjustment Date shall be the Adjustment Index. The Adjustment Date shall be the first day of January of each year..

The base common area maintenance charges shall be adjusted as follows:

On each Adjustment Date, the base common area maintenance charge shall be adjusted by multiplying the initial base common area maintenance charge under these Covenants by a fraction, the numerator of which is the applicable Adjustment Index and the denominator of which is the Beginning Index.

Failure to pay the common area maintenance charge on or before its due date shall cause it to be delinquent. If a charge becomes delinquent, the HARP Authority may place a lien on the Subject Property and foreclose on such lien as provided above in Section 6.3.

6.5 Vendor Agreement. In the event the owner of the Subject Property wishes to use outdoor dining space, or other uses which are acceptable to the HARP Authority, on the HARP property, abutting or adjacent to the Subject Property a separate vendor agreement with the HARP Authority will be required including, but not limited to, a negotiated lease rate for use of the HARP property and HARP Authority approval of the design and amenities; the cost of the amenities and utilities associated with the use of the HARP property will be the responsibility of the owner of the Subject Property.

#### 7. Use of Riverwalk Facilities

Any use of HARP property and/or facilities adjacent to the Subject Property for commercial or private functions shall be subject to a separate lease/vendor agreement with the HARP Authority.

#### 8. Remedies

Remedies at law may not adequately compensate the City for a violation of these Covenants. Therefore, City shall have the right to obtain from any court of competent jurisdiction injunctive relief against any owner or tenant of any of the Subject Property, or any of their agents, contractors, or assigns, or enjoining any activity which is in violation of these Covenants. The City's right to such injunctive relief shall not be affected by arbitration provisions in contracts executed by such owner, tenant or their agents. The rights and remedies of City shall be in addition to, and not in lieu of, other rights and remedies City may have in the event of a violation of these Covenants. All such rights and remedies shall be cumulative, and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others. All reasonable costs incurred in any dispute or litigation involving enforcement of these Covenants (including expert witness fees and attorneys' fees) shall be awarded as additional damages to the prevailing party, who shall also be entitled to all such additional costs incurred in enforcing or collecting any judgment rendered. The City may assign and delegate to the HARP Authority the enforcement of its remedies. Venue for all litigation arising under these Covenants shall be in Pueblo County, Colorado.

#### 9. Land Benefitted

These Covenants shall run with and burden the Subject Property and are for the benefit of City and all land owned by City in the HARP Development. These Covenants shall be enforceable only by City and its specific assigns herein or pursuant to Section 12 below.

#### 10. Amendment

These Covenants may be amended at any time by an instrument executed by City and the then current owners of at least 50 percent of the Subject Property. . Amendments to these Covenants shall become effective upon their being recorded with the Pueblo County Clerk and Recorder.

## 11. Term

These Covenants, and any amendments hereto, shall remain in effect for a period of twenty (20) years from the date of the recording of same and shall automatically be renewed for successive ten year periods unless, prior to the expiration of the initial term or any ten year extensions thereof, an instrument stating that extension is not desired, signed and acknowledged by at least fifty percent of the then owners of the Subject Property and the City, is filed of record with the Pueblo County Clerk and Recorder.

## 12. Successors and Assigns

The City may assign its rights and authority hereunder by an express written assignment referring to these Covenants. Any reference in these Covenants to City shall also mean any successors of the City pursuant to such assignment.

## 13. Notices

Any notice or other document or materials required or permitted to be delivered under these Covenants shall be in writing and shall be deemed properly delivered upon receipt by the party to whom the same are to be delivered. Notices shall be addressed as follows:

If to City, to Mayor, One City Hall Place, Pueblo, CO 81003, with a copy to City Attorney, One City Hall Place, Pueblo, CO 81003, and Executive Director, HARP Authority, 125 Riverwalk Place, Pueblo, CO 81003.

CITY OF PUEBLO  
A COLORADO MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Heather Graham  
Mayor

STATE OF COLORADO )  
 ) SS.  
COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2025, by the City of Pueblo, a Colorado Municipal Corporation, by Heather Graham, as Mayor of the City of Pueblo.

Witness my official hand and seal.

My Commission Expires: \_\_\_\_\_

Notary Public

## **EXHIBIT A**

### **Legal Description**

Lots 2 and 3, Historic Arkansas Riverwalk Project Filing No. 3, as amended, Pueblo County, State of Colorado, according to the recorded plat thereof filed in the records of the Pueblo County Clerk and Recorder.

# HISTORIC ARKANSAS RIVERWALK PROJECT, FILING THREE

A RESUBDIVISION OF PORTIONS OF CENTRAL PUEBLO SUBDIVISION AND PARCEL B, HISTORIC ARKANSAS RIVERWALK PROJECT, FILING ONE  
 LOCATED IN THE EAST 1/2 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

