

STATE OF COLORADO
acting by and through the
Department of Natural Resources,
for the use and benefit of the
Division of Parks and Wildlife and the Parks and Wildlife Commission

INTERAGENCY
PROPERTY AGREEMENT FOR PARK TRUST LANDS

with
STATE OF COLORADO
acting by and through the
State Board of Land Commissioners

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1. PARTIES

This Interagency Agreement (hereinafter called “IA”) is entered into by and between State of Colorado acting by and through the State Board of Land Commissioners (hereinafter called the “Land Board”) and the State of Colorado acting by and through the Division of Parks and Wildlife and the Parks and Wildlife Commission (hereinafter called “CPW”). The Parties hereby agree to the provisions of this IA.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This IA shall not be effective or enforceable until it is approved and signed by the by Parties (hereinafter called the “Effective Date”). Neither Party is bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority-Consideration

Authority to enter into this IA exists in under the Enabling Act of Colorado §§11 and 12, Article IX, §10(1) of the Colorado Constitution, CRS §36-1-113, and CRS §36-3-101, et seq. for the Land Board and under CRS

named as beneficiary of the saline and internal improvements lands trusts), §33-9-109 et seq. for CPW. The foregoing authority coupled with the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this IA.

B. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Property Legal Description)**
- ii. Exhibit B (Maps)**

C. Purpose and Background

CPW is the statutory beneficiary of the Trusts (see §4.F). The Parties have worked cooperatively to acquire (through purchase and exchange) real property identified by CPW as beneficial to specific parks owned or managed by CPW. The Park Trust Lands (see §4.C) are held in fee title by the Land Board, residing in the Internal Improvements and the Saline Trusts. This IA does not create a real property interest in the Park Trust Lands. However, CPW is in possession of, and has been managing and exercising control over, the Park Trust Lands with the consent of the Land Board for the Purposes and Uses set forth in §7. The purpose of this IA is to memorialize in writing the rights and obligations of the Parties with respect to the Park Trust Lands.

D. References

All references in this IA to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. CRS

“CRS” means the Colorado Revised Statutes.

B. IA

“IA” means this IA, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this IA, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

C. Park Trust Lands

“Park Trust Lands” means the real property described in **Exhibit A** and depicted for illustrative purposes only in **Exhibit B**.

D. Party or Parties

“Party” means CPW or the Land Board and “Parties” means both CPW and the Land Board.

E. Purposes and Uses

“Purposes and Uses” means the purposes set forth in §3.C and uses of the Park Trust Lands provided for in this IA that further such purposes.

F. Trusts

“Trusts” means the saline and internal improvements lands trusts referred to in CRS §33-10-111(1).

5. TERM AND EARLY TERMINATION

A. Initial Term

The initial term of this IA shall be for a term of 10 years beginning on the Effective Date after which time it automatically expires unless extended by the Parties.

B. Early Termination

iii. By the Parties

Either Party may terminate this IA upon written notice, as provided in §16, sent at least 60 days prior to the desired termination date. Exercise of this right shall not be deemed a breach of its obligations hereunder.

iv. Termination of the Trusts

If CPW is removed as the beneficiary of the Trusts, in whole or in part, by an act of the Colorado General Assembly, the Parties shall jointly coordinate any efforts required to comply with such legislation, including, if applicable, negotiation of terms resulting in the termination of this IA. The Land Board shall not be required to offer use of the Park Trust Lands to the public, but may reserve exclusive use to Land Board.

6. PARK TRUST LANDS - PROPERTY DESCRIPTION

The Land Board is the owner of the Park Trust Lands situated in the various Counties of the State of Colorado, listed and described in **Exhibit A** and depicted in **Exhibit B**. The Parties shall amend **Exhibit A** and **Exhibit B** if the Park Trust Lands are changed by addition or deletion.

7. GRANT – PURPOSES AND USES

The Land Board hereby grants to CPW, including its employees, officers, agents, and other authorized parties, the right to access, administer, manage, and use the Park Trust Lands for the Purposes and Uses (and any others agreed to by the Parties), and to take all actions reasonably necessary to accomplish the Purposes and Uses, as provided for and subject to the duties, reservations, and restrictions set forth in this **§7** and in **§8**:

A. Permitted Uses and Activities

The general public shall have the right to use the Park Trust Lands for the following recreational activities, as appropriate, including but not limited to: hiking, camping, picnicking, boating, bicycling, hunting, fishing, and wildlife observation.

B. Administration and Management

CPW shall administer and manage the Park Trust Lands in accordance with park master plans and general regulations and policies of CPW in existence or as may be adopted by CPW and/or the Parks and Wildlife Commission. Copies of all park master plans shall be provided to the Land Board. CPW shall obtain any permits or other required permissions, governmental or otherwise, for CPW's use of the Park Trust Lands.

C. Compliance with Laws

CPW shall not use or permit the Park Trust Lands to be used for any purposes prohibited by the laws or regulations of the United States or the State of Colorado, ordinances of the county in which the Park Trust Lands or any portion thereof is located, or other governmental entities with jurisdiction.

D. Concessions, etc.

CPW shall have concession, licensing, leasing and other contracting rights on the Park Trust Lands for the Purposes and Uses granted to CPW in this IA, provided that such agreements are in accordance with the Land Board's requirement for prior written authorization as described in **§7.O.ii**.

E. Costs

CPW shall pay and be responsible for all utilities and other operating costs, including those which could otherwise result in a lien being placed against the Park Trust Lands, as well as the cost of all repairs, remodeling, renovations, alterations, and improvements, and all other direct costs, charges and expenses of any kind associated with CPW's use of the Park Trust Lands. The Land Board does not have a duty of maintenance or repair with respect to the Park Trust Lands or any improvements located thereon; provided it shall have such duty for improvements that the Land Board constructs for its own uses after the Effective Date.

F. Improvements

i. Modification or Removal of Pre-existing Improvements

CPW shall not modify or remove pre-existing (existing at the time of acquisition of the Park Trust Lands) improvements, personal property, and attached fixtures without first obtaining prior written authorization by the Land Board.

ii. New Improvements

CPW shall not construct new improvements, personal property and attached fixtures without first obtaining prior written authorization by the Land Board. Any improvements or alterations that have not received prior written authorization are referred to in this IA as "unauthorized improvements."

iii. Authorization

Written authorization to modify existing improvements or construct new improvements can be sought by submitting to the Land Board an Improvement Application on a form provided by the Land Board. Such application shall include all design and development plans for the improvement, and any other information that describes the proposed action.

iv. Termination of Trusts

If CPW is removed as the beneficiary of the Trusts, in whole or in part, by an act of the Colorado General Assembly, pursuant to CRS §33-10-111(1), all authorized improvements on the Park Trust Lands shall be presented to the Land Board for first offer to purchase. Should the Land Board decline to purchase the improvement(s), CPW shall remove the improvement(s) without damage to the Park Trust Lands. All authorized improvements not removed or sold within ninety (90) days will be deemed abandoned and

may, at the Land Board's option, be removed by the Land Board at CPW's expense, retained by the Land Board or sold by the Land Board with all proceeds retained by the Land Board. All unauthorized improvements will, at the Land Board's option:

- a) become the property of the Land Board without cost to the Land Board or compensation to CPW; or
- b) be removed by CPW at CPW's expense without damage to the Property; or
- c) be removed by the Land Board at CPW's expense.

G. Enforcement

CPW shall enforce such laws and regulations applicable to CPW's use of the Park Trust Lands as CPW deems necessary and desirable in order to protect the safety and health of the members of the general public using the Park Trust Lands and the resources and improvements found thereon.

H. Exclusivity

CPW has the exclusive right to access and use the Park Trust Lands for the Purposes and Uses. However, non-competing uses of the Park Trust Lands that do not materially interfere with the Purposes and Uses may be permitted in the Land Board's discretion as set forth in §8.B and §8.E.

I. Existing Interests

CPW's use is subject to presently existing leases, easements, rights-of-way, and other interests, visible or not, on the Park Trust Lands as of the Effective Date and to any leases, easements, rights-of-way, and other interests, visible or not for any additions to the Park Trust Lands during the term of this IA.

J. Fees

CPW may directly charge, collect and retain receipts and fees derived from all passes, permits, leases, licenses or contracts which CPW issues or administers for Park Trust Lands, except and excluding any income derived from permits, easements, rights-of-way, leases, licenses or contracts administered directly by the Land Board, which shall be treated as income to the Trusts, less the Land Board's operational costs.

K. Liens And Claims

If a lien caused by CPW's construction, repair, restoration, replacement, or improvement is filed against any portion of the Park Trust Lands, CPW will be responsible for removing the lien.

L. Personal Property

CPW shall bear the risk of loss for all personal property of any kind or description whatsoever that CPW places on the Park Trust Lands and the Land Board shall not be liable for any damage done to or loss of such personal property.

M. Public Recreation

CPW shall control, manage, maintain, monitor and regulate public recreation on the Park Trust Lands in this IA, and, subject to resource availability, actively and responsively enforce statutes and regulations pertaining to such uses.

N. Signs

CPW shall provide, install and maintain signs on the Park Trust Lands that adequately mark boundaries, access location(s), designated roads, and inform the public that said lands are managed as part of a State Park.

O. Third Party Agreements

CPW shall have concession, licensing, leasing and other contracting rights (hereafter called "Third Party Agreements") on the Park Trust Lands for the Purposes and Uses granted to CPW in this IA, with the following restrictions:

i. Short-term

CPW may issue and administer Third Party Agreements to any party outside of this IA, provided, however, that the term of any such Third Party Agreements does not exceed one year in length.

ii. Long-term

On any proposed Third Party Agreement with a term longer than one year in length, CPW shall provide the Land Board with 90 days prior written notice, as provided in §16, and obtain written approval from the Land Board prior to the execution of any such Third Party Agreement. The Land Board reserves the right to deny approval for any Third Party Agreement with a term longer than one year, for any reason whatsoever.

P. Water Rights

Except for water used by agricultural lessees of the Park Trust Lands, CPW shall have the right to administer, use and manage all water, water rights, ditches, ditch rights, springs, spring rights, wells, well rights, reservoirs, reservoir rights, water stock and/or ditch stock appurtenant to or used in connection with the Park

Trust Lands including wells, rights in ditch, water in canal organizations or companies (collectively referred to herein as “the water use rights”) in accordance with park management and master plans, as described in §7.A. CPW may not explore, drill, or establish any water use right or well without prior written notification to, and approval by, the Land Board. If CPW establishes or adjudicates any water right or use on the Park Trust Lands, it shall do so in the name of the Land Board. The water use rights listed in this §7.P are solely owned by the Land Board, and shall not be sold, bartered, exchanged, traded, leased or given away by CPW.

Q. Weed and Pest Control

CPW shall sufficiently control and/or eradicate weeds and pests such as prairie dogs and grasshoppers on the Park Trust Lands in order to protect the long term health of the Park Trust Lands and productivity of the natural and agricultural resources found thereon.

8. RESERVATIONS TO THE LAND BOARD

The Land Board reserves all rights, privileges and uses of the Park Trust Lands of every kind or nature not specifically granted to CPW by this IA, including the following rights:

A. Access

All reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights.

B. Additional Uses

Unless the Land Board agrees otherwise with regard to a specific part of the Park Trust Lands, the right at any time to allow other additional uses for any purposes that do not interfere with CPW’s Purposes and Uses.

C. Disposition

The right to sell, exchange, or otherwise dispose of all or any portion of the Park Trust Lands or any portion thereof subject to this IA; provided, however, that 60 days prior to making a final decision, the Land Board shall provide CPW with written notice and request CPW’s comments on said disposition.

D. Inspection

The right to enter and allow entry to the Park Trust Lands at all times, with or without notice, for any purpose, including but not limited to making necessary inspections to determine compliance with this IA, but without obligation to do so or liability therefore.

E. Leasing and Easements

i. Agricultural and Commercial Leases

The right to enter into new and/or renew agricultural leases on the Park Trust Lands provided the same do not materially interfere with CPW’s Purposes and Uses. CPW may request the exclusive or non-exclusive use of all or a portion of the Park Trust Lands subject to the terms of any existing leases.

ii. Easements

After prior consultation with CPW, the right to grant rights-of-way and other easements upon, in, over, under, through, or across all or any portion of the Park Trust Lands. The Land Board shall provide 60 days prior written notice pursuant to §16 of any intent to grant any easement, and shall give due consideration to any objections by CPW. If and when any easement is granted, the Land Board shall require the grantee to compensate CPW for any damages to CPW’s personal property and improvements.

iii. Income

Any income derived from easements, rights-of-way, leases, licenses, or contracts administered directly by the Land Board shall be treated as income to the Park Trust Lands, less the Land Board’s operational costs.

iv. Minerals

To lease and provide access to all or any portion of the Park Trust Lands to explore, develop, and removing minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring underground resources; use of the surface shall be limited to that reasonably necessary for such purposes. The Land Board shall provide 60 days prior written notice pursuant to §16 of any intent to lease or allow any such exploration, development, or removal, and shall give due consideration to any objections by CPW. To the extent feasible, any such exploration or extraction shall be undertaken in a manner so as not to disturb existing improvements, facilities and public use areas of the Park Trust Lands, or to materially change the natural resources or characteristics of thereof.

9. PAYMENTS TO THE LAND BOARD

Consideration for this IA is CPW's status as beneficiary of the Trusts, and the administration and management of the Park Trust Lands by CPW; CPW is not obligated to make rental or payments to the Land Board under this IA.

10. REPRESENTATIONS

A. Regarding the Park Trust Lands

The Land Board represents that it is the owner of the Park Trust Lands or the authorized agent of the owner. CPW represents that CPW has had an opportunity to inspect the Park Trust Lands prior to entering into this IA, and that CPW accepts the Park Trust Lands in their present condition and finds the Park Trust Lands suitable for the purposes set forth in §3.C The Land Board disclaims any and all obligation to provide access to the Park Trust Lands or fence, make any repairs to or construct any improvements upon the Park Trust Lands; and the Land Board does not warrant that the Park Trust Lands are suitable for CPW's purposes.

B. Regarding Legal Authority

The Parties represent to each other that they possesses the legal authority to enter into this IA and that it have taken all actions required by their respective procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize their undersigned signatories to execute this IA in a binding manner.

11. WASTE PROHIBITED

CPW shall not commit or allow any waste or damage to be committed on any portion of the Park Trust Lands.

12. EMINENT DOMAIN

If the Park Trust Lands are taken by right of eminent domain, in whole or in part, for public purposes, then this IA, at the option of either Party, shall forthwith cease and terminate. In such event, the entire damages which may be awarded for such taking shall be the exclusive property of the Land Board.

13. CASUALTY

If the Park Trust Lands are damaged by fire, flood, or other casualty, CPW may terminate this IA within 30 days of the date CPW becomes aware of such occurrence if, in the opinion of CPW, the Park Trust Lands have been so damaged as to render them wholly or partially untenable or unfit for CPW's purposes. If CPW so elects, it shall terminate this IA by giving written notice to Land Board as provided in §16. Such termination shall be effective 30 days from the date of mailing of the notice of termination.

14. DEFAULT

A. Defined

In addition to any breaches specified in other sections of this IA, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If (i) such breach is not cured within 30 days of receipt of written notice, or, (ii) a cure cannot be completed within 30 days and the cure of the breach has not begun within 30 days and pursued with due diligence, then the Parties may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the Parties need not provide advance notice or a cure period and may immediately terminate this IA in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis, or prevent significant irreparable harm to the Park Trust Lands.

15. REMEDIES

A. Dispute Resolution Process

In the event of disputes concerning performance hereunder or otherwise related to this IA, the Parties shall first attempt to resolve them at the staff level. If this fails, the matter will be submitted to the respective agency directors. If the agency directors are unable to resolve the dispute, the executive director of the Department of Natural Resources, or his designee, shall meet with the Parties, or the matter shall be submitted in writing by both Parties to the executive director or his designee, whose decision shall be final.

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's

principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

CPW

Anne Kelson
Real Estate Unit Supervisor
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216
anne.kelson@state.co.us

Park Manager
“Contact CPW for information”

Land Board

Abraham Medina
Program Manager
State Board of Land Commissioners
1127 Sherman St., Suite 300
Denver, CO 80203
abraham.medina@state.co.us

Greg Ochis
Assistant Director
State Board of Land Commissioners
1127 Sherman St., Suite 300
Denver, CO 80203
greg.ochis@state.co.us

17. LIABILITY LIMITATIONS

A. Defend and Hold Harmless

CPW will defend and hold Land Board harmless to the extent allowed by CRS §24-30-1510(3)(e).

B. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended. No term or condition of this IA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Governmental Immunity Act as applicable now or hereafter amended.

C. Land Board

Pursuant to CRS §33-41-101, et seq., Land Board may enjoy limitations on its potential liability which arise from use of the Park Trust Lands by members of the public for recreational purposes.

18. GENERAL PROVISIONS

A. Assignment and Subletting

Except as described in §7(D) and §7(O), CPW shall not have the right to assign or sublease its interest under this IA, or any portion thereof.

B. Binding Effect

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions and Headings

The captions and headings in this IA are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This IA may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This IA represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Extinguishment and Replacement

This IA extinguishes and replaces any prior management agreements between the Parties related to the Park Trust Lands upon the effective date hereof.

G. Jurisdiction and Venue

The exclusive jurisdiction for all suits, actions, or proceedings related to this IA shall be in the State of Colorado and the exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this IA, modifications of this IA shall not be effective unless agreed to in writing by both Parties in an amendment to this IA, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This IA is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this IA on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this IA shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this IA and its exhibits and attachments, including, but not limited to, those provided by Land Board, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i.** The body of this IA.
- ii.** Exhibits.

J. Severability

Provided this IA can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this IA in accordance with its intent.

K. Survival of Certain IA Terms

Notwithstanding anything herein to the contrary, provisions of this IA requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Land Board fails to perform or comply as required.

L. Third Party Beneficiaries

Enforcement of this IA and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this IA are incidental to the IA, and do not create any rights for such third parties.

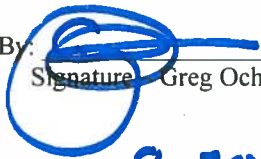

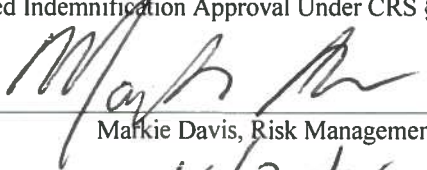
M. Waiver

Waiver of any breach of a term, provision, or requirement of this IA or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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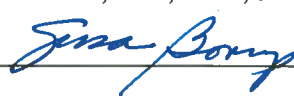
THE PARTIES HERETO HAVE EXECUTED THIS IA

Persons signing for the Land Board hereby swear and affirm that they are authorized to act on Land Board's behalf and acknowledge that the State is relying on their representations to that effect.

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| <p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor</p> <p align="center">acting by and through the State Board of Land Commissioners</p> <p align="center">William E. Ryan, Director</p> <p>By:  _____ Signature - Greg Ochis, Assistant Director</p> <p>Date: <u>9.30.14</u></p> | <p align="center">STATE OF COLORADO</p> <p align="center">John W. Hickenlooper, Governor</p> <p align="center">acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission</p> <p align="center">Bob D. Broscheid, Director</p> <p>By:  _____ Signature - Chad Bishop Assistant Director, Wildlife and Natural Resources</p> <p>Date: <u>10/3/2014</u></p> |
| <p align="center">OFFICE OF RISK MANAGEMENT DHR Division Director Limited Indemnification Approval Under CRS §24-30-1510(3)(e)</p> <p>By:  _____ Markie Davis, Risk Management</p> <p>Date: <u>11/20/14</u></p> | |

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts/Leases. This IA is not valid until signed and dated below by the State Controller or delegate. Land Board is not authorized to begin performance until such time. If Land Board begins performing prior thereto, the State of Colorado is not obligated to pay Land Board for such performance or rents or costs incurred hereunder.

| |
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| <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  _____</p> <p>Date: <u>11/24/14</u></p> |
|---|

21. EXHIBIT A (PROPERTY LEGAL DESCRIPTION)

Castlewood Canyon State Park

500.94 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School (Section 36 only; Section 25 – No mineral ownership)

Township 8 South, Range 66 West of the 6th P.M.

Douglas County

| | |
|---|--------------|
| Section 25: FP SW | 28.00 Acres |
| Section 36: NE, W2 east of Hwy centerline, W2SE | 472.94 Acres |

Cheyenne Mountain State Park

288.86 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: No mineral ownership

Township 15 South, Range 67 West of the 6th P.M.

El Paso County

| | |
|--|--------------|
| Section 14: S2NE, W2SE, FP SW, FP SWNW | 246.04 Acres |
| Section 23: FP N2 | 42.82 Acres |

Golden Gate State Park

640.00 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 3 South, Range 72 West of the 6th P.M.

Gilpin County

| | |
|-----------------|--------------|
| Section 16: All | 640.00 Acres |
|-----------------|--------------|

Jackson Lake State Park

247.49 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 5 North, Range 60 West of the 6th P.M.

Morgan County

| | |
|---|--------------|
| Section 16: FP E2 (land east of Riverside Canal centerline) | 247.49 Acres |
|---|--------------|

Lake Pueblo State Park

349.78 Acres

Surface Estate: Saline Trust

Mineral Estate: Saline Trust

Township 20 South, Range 66 West of the 6th P.M.

Pueblo County

| | |
|---------------------------|--------------|
| Section 23:SE | 160.00 Acres |
| Section 24:SWSW | 40.00 Acres |
| Section 26: N2NE, FP S2NE | 149.78 Acres |

Lathrop State Park

161.98 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 28 South, Range 67 West of the 6th P.M.

Huerfano County

| | |
|---|--------------|
| Section 12: E2SW, W2SE | 160.00 Acres |
| Section 13: Lot 24, Greenhorn Village, TR 1 | 1.98 Acres |

Lone Mesa State Park

3,803.64 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: No mineral ownership

Township 40 North, Range 15 West of the N.M. P.M.

Dolores County

| | |
|-------------------------------|--------------|
| Section 1: N2S2, Lots 5-12 | 480.00 Acres |
| Section 2: S2, Lots 1-12 | 717.76 Acres |
| Section 3: S2, Lots 1-2, 6-12 | 639.19 Acres |

Township 40 North, Range 14 West of the N.M. P.M.

Dolores County

| | |
|---------------------|--------------|
| Section 6: Lots 1-8 | 238.95 Acres |
|---------------------|--------------|

Township 41 North, Range 14 West of the N.M. P.M.

Dolores County

| | |
|--|--------------|
| Section 30: SENW, E2SW, S2SE, Lots 2-4 | 325.14 Acres |
| Section 31: NE, E2W2, S2SE, Lots 1-4 | 562.60 Acres |
| Section 32: E2, SENW, SW | 520.00 Acres |
| Section 33: W2 | 320.00 Acres |

North Sterling State Park

800.00 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 9 North, Range 53 West of the 6th P.M.

Logan County

Section 9: W2SW, SESW, SWSE

160.00 Acres

Section 16: All

640.00 Acres

Roxborough State Park

475.21 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 7 South, Range 69 West of the 6th P.M.

Douglas County

Section 25: SWNE, SWNW, SW, FP W2SE, SESE

335.21 Acres

Section 26: W2NWNE, S2NE, NESE

140.00 Acres

San Luis Lakes State Park

271.38 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: School Trust

Township 40 North, Range 11 East of the N.M. P.M.

Alamosa County

Section 25: Lot 4

48.20 Acres

Section 26: Lots 5

33.37 Acres

Section 35: Lots 1-5

189.81 Acres

St. Vrain State Park

126.34 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: Internal Improvements Trust

Township 2 North, Range 68 West of the 6th P.M.

Weld County

Section 3: FP Lots 1 & 2 (In W2W2NE & NW)

126.34 Acres

Staunton State Park

619.00 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: No mineral ownership

Township 6 South, Range 71 West of the 6th P.M.

Jefferson County

Section 30: E2NW 80.00 Acres

Township 6 South, Range 72 West of the 6th P.M.

Park County

Section 23: FP NENE, FP NWNE, FP SENE, 312.94 Acres

FP SWNW, FP SENW, E2SW, FP NWSW

N2SE, SWSE, FP SESE

Section 24: FP SWNW, FP SENW, FP NESW, NWSW, 113.03 Acres

FP SWSW, FP SESW

Section 24: FP NENE, FP NWNE, FP SWNE, FP NENW 113.03 Acres

Steamboat Lake State Park

161.96 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: No mineral ownership

Township 10 North, Range 85 West of the 6th P.M.

Routt County

Section 19: FP Tracts 41, 42 & 43 100.96 Acres

Section 20: FP Tract 43 61.00 Acres

Sylvan Lake State Park

371.00 Acres

Surface Estate: Internal Improvements Trust

Mineral Estate: No mineral ownership except in

Section 17 & 18 of T6S R83W (School Trust)

Township 6 South, Range 83 West of the 6th P.M.

Eagle County

Section 17: FP NE, FP NW 123.13 Acres

Section 18: E2E2NENE, NWNE, N2NW 127.87 Acres

Section 31: S2S2SE 40.00 Acres

Section 32: S2SWSWSW 5.00 Acres

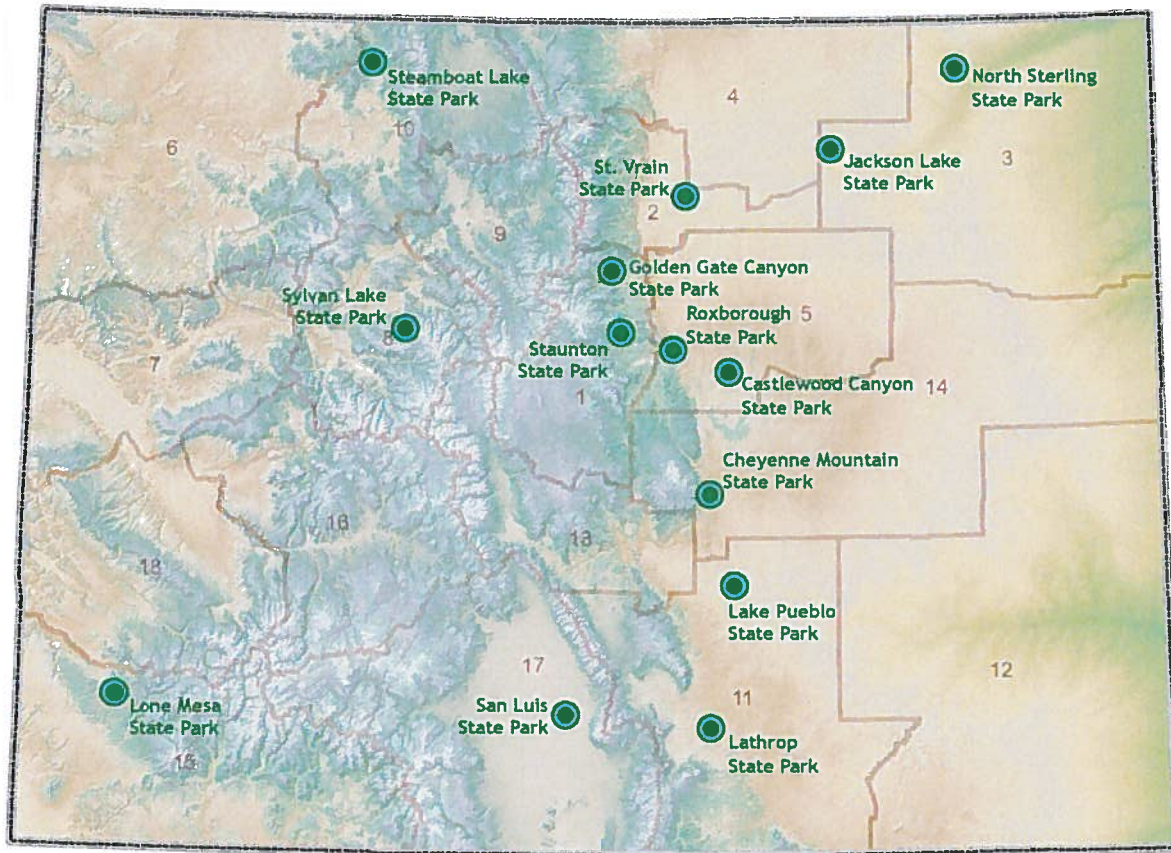
Township 7 South, Range 83 West of the 6th P.M.

Eagle County

Section 5: W2SWNW, W2NWSW, NWSWSW 50.00 Acres

Section 6: E2E2SWNE, NENESE, N2SENESE 25.00 Acres

22. EXHIBIT B (MAP)



| Park Name | Region | Parcel Name(s) | SLB Acreage |
|-------------------------------|--------|--|-------------|
| Castlewood Canyon State Park | NE | Shultz, Winkler | 501 |
| Cheyenne Mountain State Park | SE | Cheyenne Mtn Reserve | 289 |
| Golden Gate Canyon State Park | NE | Green Ranch | 640 |
| Jackson Lake State Park | NE | SLB parcel | 247 |
| Lake Pueblo State Park | SE | Liberty Point | 350 |
| Lathrop State Park | SE | Stroh | 162 |
| Lone Mesa State Park | SW | SLB Parcel | 3804 |
| North Sterling State Park | NE | Schroeder, Hunt | 800 |
| Roxborough State Park | NE | Roxborough Park South, Treece, Rockett | 475 |
| San Luis State Park | SW | DOW/SLB | 271 |
| St. Vrain State Park | NE | Bacon I (south), Bacon II (north) | 126 |
| Staunton State Park | NE | Elk Falls Ranch, Chase | 619 |
| Steamboat Lake State Park | NW | Quealy | 162 |
| Sylvan Lake State Park | NW | Brush Creek | 371 |
| Total: | | | 8817 |



CPW Park Trust Lands

- Colorado State Parks with Park Trust Lands
- CPW Area Boundary
- Colorado Boundary

