

In all fairness to mankind and to man's creator, men are basically honest. Having his own free will, however, allows for greed. Our history with SDS and Colorado Springs has been built on lies and broken promises.

I am not a lawyer and am not practicing law, but in this computer age we can find things to strengthen or weaken stands. I do understand in studying that the law requires that government agencies reimburse individuals for cost concerning devaluation of private property in temporary and permanent use, inclusive of Eminent Domain action.

There are rights which regulate and protect civil conditions of the citizen. In our case, the 1041 agreement solidifies landowner rights.

1041 #15 that owner should be treated fairly, there should be no undue financial burden and no out of pocket expenses. Then County Attorney, Dan Kogovsek told the court that legal fees and attorney fees were not included in that agreement. However, Judge Victor Reyes ruled in the action between SDS and Walker Ranch, that legal fees were inclusive.

38-1-121 (Miuchies Legal Resources) says that an appraisal should be fair, sound and recognized practices

Our appraisal was for \$18,200.00 with a licensed and bona fide appraiser Brad Larson... one that had often been used and accepted by Colorado Springs utilities.

Their appraisal was based on unimproved property and the man they used never saw our property ... which he openly admitted in and examination in E.D. court. The first, so called honest appraiser they hired was Lyman Ho but since they were paying him, you can guess how that turned out. The next man we only met in court who appeared to be more interested in his hair and appearance than anyone who knew anything about property values.

As an additional remark, the 1041 stated that SDS was to pay for an appraisal in the event of a dispute. The difference between the

appraisal of \$18,200.00 and their offers of \$2200. And, finally, \$1800.00 was naturally disputed.

It took twenty six months and a letter from the county attorney to get it paid. After a meeting with the Pueblo County commissioners where John Fredell told the commissioners that had everything worked out with Gary Walker/Walker ranch (this was over two years ago) I caught Fredell in the hall. I asked him why they didn't pay for the appraisal up front, with a smile on his face, he remarked, The 1041 doesn't say when it has to be paid."

This is an example of the stall tactics and the way pressure and worry was placed upon the owner. It caused others to quit fighting and give up. WE WILL NOT GIVE UP!

Since the county attorney misguided with his statement that attorney fees were not allowed to the landowner in the 1041 agreement we sought council. However, the cheapest we found was \$250.00 per hour. The cheapest can never be the best and so we ended up having the proverbial "Fool for an attorney".

On the other side, they acquired six attorneys" Christopher J. Melcher, Anne H. Turner, Donald J. Banner, Thomas L. Mullans, Patricia K. Kelly and Edward J. Bliessner.

When we asked their attorney at the end of the Eminent Domain action why they didn't pay the appraisal fee, he stated that if they did that, they would have to pay all the others.

Colorado Revised Statute 38-1-121 concerning Eminent Domain process states that the price in the offer cannot be done. They may NOT dictate a price. They gave the price of \$1800.00.

Even after the court decision, SDS balked on the payment to Walker Ranch.

On Thursday, Nov. 27th, 2014, Commissioner Terry Hart stated "The commissioners hold the fate of Colorado Springs' 1041 permit for SDS in their hands. Those conditions written in 2009, are

predicated on the existence of a stormwater enterprise to address flows on Fountain Creek. That same fate rests on the hands of the commissioners (and rightfully Pueblo West) to enforce the 1041 agreement as it applies to the citizen.

A recent editorial stated “McFadyen and fellow commissioners Terry Hart and Sal Pace appeared resolved to intensify the county’s negotiations to make Colorado Springs comply with commitments – thus far, only hollow promises

Another editorial states, in part,“Pueblo County still can negotiate a final agreement”..“Colorado Springs is in the crosshairs of government entities”....“Environmental Protection Agency ... Threatens to sue the Springs for violations”...“Pueblo County commissioners should wield their latent power to force Colorado Springs finally to fulfill its contractual obligations”

The citizen produced the largest part of the land used in this project. They were, in turn, the only ones given no say in the matter.

The 1041 agreement does contain some protection for the citizen, but it is all for naught if it is not followed.

SDS did not follow the 1041 agreement as the dispute should have been settled by the appraisal. SDS ignored the appraisal and enacted Eminent Domain. The attorney from Pueblo West stated, “You had your day in court”. His statement was asinine as Eminent Domain is for the land grabber, not the land owner. The 1041 agreement with the county does not bind recognition of the Eminent Domain action. The court case was not against the county or Pueblo West. They still have the right and should enforce the agreement as stated in the 1041.

The appraisal was \$18,200.00. The payment received was \$1850.00. The amount now due us from SDS for the balance owed on the appraisal is \$16,350.00 We also desire that the attorney fees it would have taken. For our representation be paid and estimated based on the fees they paid out.

We have been patient with this commission. Although we have presented two separate packages over the last two plus years, you have given us not even a response.

It is time for the Pueblo County Commissioners to see that the citizen is satisfied in accordance with the 1041 agreement.

Helen and Dwain Maxwell