

**COLORADO DIVISION OF PARKS AND OUTDOOR RECREATION**

**“Over the River”**

**Permit Recommendation for the AHRA**  
**TOPIC**

**John Geerdes**  
**PREPARED BY**

**06/16/2011**  
**DATE**

<b>ACTION</b>	<b>INFORMATION</b>	<b>DRAFT</b>	<b>FINAL</b>
<u>  X  </u> ITEM	_____ ITEM	_____ COPY	<u>  X  </u> COPY

**PURPOSE:**

To consider and, if acceptable to the Board of Parks and Outdoor Recreation (“Parks Board”), approve a draft memorandum of agreement between the Parks Board and the Over the River Corporation (“OTR”) authorizing OTR and its contractors to access sites within the Arkansas Headwaters Recreation Area managed by or owned by State Parks to install, exhibit and remove a temporary work of art by the Artist Christo otherwise commonly known as the Over the River Project (“OTR Project”).

**BACKGROUND INFORMATION:**

Pursuant to section 33-12.5-103 of Colorado Revised Statutes, the Parks Board has the authority to regulate the manner, type, time, location and amount of recreational and commercial use on the Arkansas River from the confluence of the Lake Fork and East Fork of the Arkansas River to Pueblo Reservoir. In addition, pursuant to section 33-10-107 of the Colorado Revised Statutes, the Parks Board has the authority to enter into cooperative agreements with state and other agencies, educational institutions, municipalities, political subdivisions, corporations, clubs, landowners, associations, and individuals for the development and promotion of parks and outdoor recreation programs.

The Arkansas River and adjacent federal and state public lands are commonly known and collectively managed as the Arkansas Headwaters Recreation Area (“AHRA”) and by a cooperative agreement between the U.S. Bureau of Land Management, the U.S. Forest Service, the Colorado Division of Wildlife and Colorado Division of Parks and Outdoor Recreation (“State Parks”), the AHRA is managed primarily by State Parks.

At the May 2011 Parks Board meeting, representatives of OTR requested that the Parks Board enter into negotiations with them on OTR’s behalf with the stated goal of entering into an agreement with OTR authorizing the OTR Project within the AHRA. Based upon that request the Parks Board gave direction to and assigned Board Member Jim Pribyl to work with staff and undertake negotiations with OTR on behalf of the Parks Board.

After several weeks of negotiations, the representatives of the parties have prepared a draft Memorandum of Agreement between the Parks Board and OTR (“MOA”), which the representatives believe is acceptable to both the Parks Board and OTR. A copy of the complete MOA is attached for the Parks Board members’ review and information. The representatives of OTR have made a claim of confidentiality regarding one provision of the MOA pending possible Parks Board agreement to the MOA; *a redacted version of the MOA protecting that claim of confidentiality is attached.*

The effectiveness of the MOA between the Parks Board and OTR is expressly contingent upon the issuance of a favorable Record of Decision (ROD) by the Bureau of Land Management

(BLM) granting federal authorization of the OTR Project. The Final Environmental Impact Statement (FEIS) is expected to be released in early summer with the ROD to follow within 60 days. State Parks has been a cooperating agency in that National Environmental Policy Act ("NEPA") and has participated in the development of the FEIS and the mitigation of environmental impacts discussed therein, and which State Parks expects will be made terms and conditions of the ROD when issued.

**DISCUSSION AND SUMMARY:**

Specific elements of the draft MOA include provisions providing:

- The MOA is expressly conditioned upon issuance of the ROD and FEIS by BLM authorizing the OTR Project.
- Authorizes OTR to prepare, install, exhibit and remove the OTR Project within the AHRA as set forth in the ROD and FEIS, including use of AHRA sites managed or owned by State Parks and waives any requirements for a parks pass for OTR vehicles and equipment entering the AHRA as part of the OTR Project.
- The term of the MOA is through June 1, 2016. *This timeframe reflects an anticipated project display in the summer of 2014.*
- OTR shall fund and implement all mitigation measures set forth in the ROD and FEIS, including rehabilitation and restoration of all AHRA sites managed or owned by State Parks.
- OTR shall fund and implement all event management measures set forth in the ROD, FEIS and Event Management Plan, including development of a commercial boat rationing plan and private boat permit system, and all other agreed upon event management strategies.
- OTR agrees to pay State Parks \$320,000 to cover State Parks' administrative costs related to its participation in the implementation of the OTR project, including development and implementation of the Event Management Plan. A payment schedule is outlined in the MOA.
- OTR also agrees to pay State Parks an additional \$230,000 as a recreation impact fee. A payment schedule is outlined in the MOA.
- OTR has agreed to provide contract personnel to assist State Parks in its participation in the implementation of the OTR Project. The cost of any such contract personnel will be allowed as a credit against the \$320,000 cost recovery payment.
- OTR has agreed to additional management restrictions concerning its use of the AHRA site managed by State Parks at Texas Creek.

The MOA also includes a number of standard contracting provisions, including enforcement, insurance, indemnification, authority, termination, notices, compliance with other laws, governmental immunity and other miscellaneous provisions intended to protect the interests of State Parks.

**DIVISION RECOMMENDATION:**

State Parks staff has participated with the BLM throughout the NEPA process and has reason to believe the ROD and FEIS will adequately and reasonably require the mitigation of all the environmental impacts associated with the OTR Project, if and when approved. State Parks staff believes that the ROD and the FEIS will also provide for the development and implementation of

an Event Management Plan that will adequately and reasonably address the issues presented by the display itself, including the development and implementation of a commercial rafting rationing plan and a private boat permit system. State Parks staff also believes that the draft MOA otherwise appropriately protects park and outdoor recreation interests and the interest of State Parks and the payments provided by the MOA provide appropriate consideration for Parks Board authorization of the OTR Project within the AHRA. State Parks staff recommends that the proposed Memorandum of Agreement be accepted and approved by the Parks Board and that the Director be given direction to enter into the MOA on behalf of the Parks Board.

**SUGGESTED MOTION:**

In accordance with sections 33-10-101, 106, and 107 and 33-12.5-103 of the Colorado Revised Statutes, I move that the Parks Board accept and approve the Memorandum of Agreement as proposed by Board Member Jim Pribyl and State Parks staff and that the Director proceed with execution of the MOA on behalf of the Parks Board.

  
\_\_\_\_\_  
**APPROVED FOR SUBMITTAL TO THE PARKS BOARD**

6-17-2011  
**DATE**

# **PUBLIC DRAFT**

## **MEMORANDUM OF AGREEMENT**

This MEMORANDUM OF AGREEMENT (“MOA”) by and between the STATE OF COLORADO, acting by and through the DEPARTMENT OF NATURAL RESOURCES, for the use and benefit of the BOARD OF PARKS AND OUTDOOR RECREATION and the DIVISION OF PARKS AND OUTDOOR RECREATION (“State Parks”), a state agency whose address is 1313 Sherman Street, Denver, Colorado, 80203, and the OVER THE RIVER CORPORATION (“OTR”), a Colorado corporation whose address is 48 Howard Street, New York, New York, 10013, is dated this \_\_\_\_\_ day of June, 2011. State Parks and OTR may be hereinafter collectively referred to as the “Parties.”

WHEREAS pursuant to § 33-12.5-103, C.R.S., State Parks has the authority to regulate the manner, type, time, location, and amount of recreational and commercial use on that portion of the Arkansas River that runs from the confluence of the Lake Fork and the East Fork of the Arkansas River to the Pueblo Reservoir, which water and surrounding public lands are commonly referred to as the “Arkansas Headwaters Recreation Area” (“AHRA”).

WHEREAS, OTR desires to enter into a cooperative agreement with Parks to achieve the Parties’ goals and interests, but does not concede that the OTR Project is commercial in nature, and further does not concede that the OTR Project is recreational in nature; OTR therefore reserves all rights with respect to these characterizations and the application of Parks’ authority under § 33-12.5-103, C.R.S.;

WHEREAS pursuant to § 33-10-107, C.R.S., State Parks has the authority to enter into cooperative agreements with state and other agencies, educational institutions, municipalities, political subdivisions, corporation, clubs, landowners, associations, and individuals for the development and promotion of parks and outdoor recreation programs.

WHEREAS State Parks has entered into a “Cooperative Management Agreement” with the U.S. Department of Interior, Bureau of Land Management (“BLM”), the U.S. Department of Agriculture, Forest Service (“USFS”) and the Colorado Division of Wildlife (“CDOW”) whereby State Parks provides the on-ground presence and has lead agency responsibility for managing recreational activities on the lands and waters within the AHRA, including both state and federal lands, and to collect and use recreation, commercial, competitive and organized events fees to support its management activities.

WHEREAS OTR has proposed to prepare for, install, exhibit and remove a temporary work of art within the AHRA consisting of fabric panels suspended horizontally over approximately 5.9 miles of the Arkansas River between Salida and Canon City, Colorado (the “OTR Project”). OTR will charge no entry fee to view the temporary work of art by the Artists Christo and Jeanne-Claude. The OTR Project requires the use of federal, state and private lands adjacent to the Arkansas River within the AHRA, including sites managed by State Parks pursuant to Cooperative Management Agreement. A map identifying the proposed location of various elements of the OTR Project within the AHRA, including the fabric panels, the OTR Project staging area, viewing areas, and visitor information center, is attached hereto as Exhibit A.

WHEREAS OTR is in the process of securing federal authorization to complete the OTR Project and it anticipates that sometime during the summer of 2011 the BLM may issue a Record of Decision (“ROD”) based on a Final Environmental Impact Statement (“FEIS”) authorizing the OTR Project. The exhibition of the OTR Project is tentatively scheduled to be in 2014, with the event currently expected to occur during the first two weeks of August 2014, or as otherwise authorized by the BLM.

WHEREAS the Parties anticipate that the ROD and the FEIS will contain measures developed by the BLM, which are intended to mitigate the adverse environmental impacts of the OTR Project, require the implementation of the mitigation

measures by OTR and provide for monitoring and enforcement of these mitigation measures. The Parties also anticipate that the ROD and FEIS will also contain general event management measures and specifically require the development, implementation, monitoring and enforcement of an Event Management Plan addressing all phases of the OTR Project, including preconstruction activities, construction, display, dismantling and rehabilitation.

WHEREAS OTR requests the authorization of State Parks for OTR, its employees, agents, contractors, subcontractors and assignees (hereinafter collectively "OTR and its Contractors") to enter and use the AHRA between Salida and Canon City to prepare for, install, exhibit and remove the OTR Project as set forth in the FEIS and ROD and as generally shown on Exhibit A.

WHEREAS State Parks is willing to grant such authorization under the terms and conditions set forth in this MOA.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

1. MOA CONDITIONED UPON ISSUANCE OF ROD AND FEIS This MOA is expressly conditioned upon the issuance of a ROD and FEIS by the BLM authorizing the OTR Project and, except as may be set forth herein, is subject to the terms and conditions contained therein.
2. USE OF THE AHRA SITES MANAGED BY STATE PARKS This MOA authorizes OTR and its Contractors to use the State Parks managed and owned AHRA sites between Salida and Canon City to prepare for, install, exhibit and remove the OTR Project as set forth in the ROD and FEIS and as generally shown on Exhibit A. Prior to entering any such State Parks managed or owned AHRA site or otherwise beginning any installation activities, including surveying, OTR shall provide State Parks with a final detailed construction schedule setting forth the estimated dates and locations of various

installation work, including anchor surveys, anchor drilling, anchor transition frame installation, cable installation and fabric panel installation; dates of the exhibition of the OTR Project; and dates of the removal of the OTR Project and reclamation and restoration of impacted sites. A copy of the current construction schedule is attached hereto as Exhibit B.

3. TERM OF MOA The term of this MOA is from the date of its execution through June 1, 2016, and is renewable thereafter on an annual basis, should any extension be necessary due to unanticipated delays, until completion of the OTR Project. Upon expiration of this MOA, OTR shall immediately remove its vehicles and equipment from all AHRA sites and reclaim and restore the sites.

4. MITIGATION At its cost, OTR shall implement all mitigation measures set forth in the ROD and FEIS. In that regard, the Parties acknowledge that the ROD and FEIS have not yet been finalized and issued by the BLM and until they are, final mitigation measures have not otherwise been formally established. However, both OTR and State Parks have participated in the development of the mitigation measures and believe the mitigation as currently proposed and under consideration by the BLM contains measures that should adequately and reasonably mitigate the adverse impacts of the OTR Project.

5. EVENT MANAGEMENT At its cost, OTR shall implement all event management measures set forth in the ROD and FEIS, including the requirement for the development of an Event Management Plan addressing all phases of the OTR Project, including preconstruction activities, construction, display, dismantling and rehabilitation, and also fund and implement the Event Management Plan, including a commercial rafting rationing plan and private boat permit system and all other event management strategies set forth therein. In that regard, the Parties again acknowledge that the ROD and FEIS have not yet been finalized and issued by the BLM and until they are, final event management measures have not otherwise been formally established. The Parties further acknowledge that a detailed Event Management Plan has not yet been developed. In addition, both OTR and State Parks have participated in the development of the event

management measures as currently proposed and acknowledge that the event management measures lack detail and will require significant involvement and cooperation by the Parties, including the involvement and cooperation of the Parties in the development of an Event Management Plan. The Parties agree to cooperate and work in good faith in the development of event management measures and to develop an acceptable Event Management Plan.

6. STATE PARKS COST RECOVERY OTR agrees to pay State Parks a fee of \$320,000.00 to cover the costs of necessary staff or contractor time related to the OTR Project. OTR agrees to pay this fee based on the following schedule:

1. \$30,000.00 to be paid immediately upon execution of the MOA;
2. \$15,000 on December 31, 2011; and
3. The balance in ten equal quarterly installments commencing upon the first quarter after OTR has received all necessary permits to construct the OTR Project, provided, however, that should work on the OTR Project be enjoined or stayed by an order of a court or administrative tribunal, OTR's duty to pay any remaining installments shall be postponed until the injunction or stay is lifted and work may proceed.
4. All payments are nonrefundable.

7. STATE PARKS RECREATION IMPACT FEE OTR agrees to pay State Parks a fee totaling \$230,000.00 ("the Recreation Impact Fee"). OTR agrees to pay the Recreation Impact Fee to State Parks in two equal installments, one on March 1 of the Exhibition Year and one on August 1 of the Exhibition Year. All payments are nonrefundable.

8. STATE PARKS CONTRACT STAFF If State Parks determines that additional contract staffing is necessary to reasonably and adequately participate in OTR Project-related activities, it shall consult with OTR regarding the manner and extent of such contract staffing. Upon completion of such consultation, OTR shall contract with the person(s) identified by State Parks to perform OTR Project-related activities. Such person(s) shall not be an employee of OTR or State Parks, but shall be an independent

contractor subject to supervision by State Parks. The costs of such contract staffing shall be allowed as a credit against the State Parks Cost Recovery and Recreation Impact Fee.

9. FULL SATISFACTION The payments set forth herein represent full and complete satisfaction of any claim State Parks has against OTR for recovery of administrative costs or the payment of a fee related to or authorizing the OTR Project.

10. ENFORCEMENT If State Parks determines that OTR is in default with regard to any term of this MOA, including any term of the ROD and FEIS for which State Parks has been identified by the BLM in the ROD and FEIS as the responsible agency, the implementation of any term or condition of the ROD and FEIS for which BLM has requested State Parks' assistance, or any term or condition of the Event Management Plan for which State Parks has been identified as the responsible agency, it shall give OTR written notice of default and an opportunity to cure said default. If OTR does not or is unable to cure the default to the satisfaction of State Parks, State Parks, may, at any time, bring proceedings to terminate this MOA and to otherwise seek any and all remedies available to it at law or equity. Upon termination of this MOA, OTR shall immediately remove its vehicles and equipment from all AHRA sites and reclaim and restore the sites.

11. (Provision redacted under claim of confidentiality by the Over the River Corporation)

12. INSURANCE Prior to entering any AHRA site to survey, prepare for or begin installation activities, OTR shall provide and maintain and require that all of its Contractors provide and maintain, insurance of the type and with limits as set forth below, on all of its operations, and with companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or with companies reasonably acceptable to State Parks, as follows: (i) Workers' Compensation insurance as required by an applicable law or regulation; (ii) Employer's liability insurance in amounts not less than \$500,000 each accident for bodily injury by accident, with a \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury

by disease; (iii) Commercial General Liability insurance in amounts not less than \$1,000,000 each occurrence (combined single limit for bodily injury and property damage) and \$2,000,000 General Aggregate; (iv) Professional Liability insurance including errors and omissions coverage in an amount of not less than \$1,000,000 per occurrence (or claims made) and aggregate for licensed professional consultants; and (v) Umbrella/excess liability insurance in an amount of not less than \$1,000,000. State Parks shall be named as an additional insured on all liability policies. All insurance policies shall include provisions preventing cancellation without 60 days prior written notice to State Parks. OTR's Contractors shall provide certificates evidencing adequate insurance coverage to State Parks prior to accessing any AHRA site pursuant to this MOA. In addition, the Parties hereto understand and agree that liability for claims for injuries to persons or property against State Parks is controlled and limited by the provisions of § 24-10-101 et seq., C.R.S., and § 24-30-1501, et seq., C.R.S. Any provision of this instrument, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of State Parks to the above cited laws. OTR will hold performance bonds with its contractors as it determines appropriate to ensure satisfactory completion of the construction activities in the AHRA.

13. INDEMNIFICATION OTR agrees that entry onto the AHRA pursuant to this MOA shall be at OTR's sole risk. OTR shall indemnify, save and hold harmless the State of Colorado, its agencies, its employees and agents ("Indemnitees"), against any and all claims, causes of action of any kind, damages, liability and court awards including costs, expenses, and attorney fees ("Claims") incurred as a result of any act or omission by OTR, its employees, agents, contractors, subcontractors, or assignees pursuant to the terms of this MOA or otherwise related in any way to the OTR Project authorized by this MOA. Notwithstanding anything in the foregoing to the contrary, OTR shall be not be obligated to indemnify Indemnitees for any Claims to the extent such Claims are incurred as a result of the negligence or willful misconduct of the Indemnitees, nor any consequential damages, including without limitation any lost profits claimed by the Indemnitees, or any third party claiming against or through the Indemnitees, related to the OTR Project authorized by this MOA.

14. ADDITIONAL RESPONSIBILITIES OF OTR OTR makes the following commitments:

a) All activities undertaken pursuant to this MOA shall be performed in a good and workmanlike manner calculated to minimize damage to the AHRA. Of particular concern to State Parks are the activities at Texas Creek, where construction staging for the OTR Project will take place. *See Exhibit D* attached hereto for a map showing the construction staging area at the Texas Creek Site. OTR has designed its use of the Texas Creek Site so as to minimize its activities on State Parks-managed lands and its impact on recreational usage in the following ways:

i. OTR will locate its office, materials storage and most construction staging activities on the adjacent Union Pacific Railroad right-of-way under contract with the Union Pacific Railroad. No new building will be constructed.

ii. OTR will minimize its use of the bridge at the Texas Creek Site by shipping construction materials to the Texas Creek Site or to the fabric panel sites by rail car rather than by truck, and by routing workers directly to the fabric panel sites for construction and removal activities and avoiding their travel to and from the Texas Creek Site to the greatest degree possible.

iii. OTR has laid out its activities at the Texas Creek Site so as to have little or no impact on recreational access or usage. Access by off-highway vehicle users will be unimpeded by OTR activities. Access to

the boating ramp will be unimpeded by OTR activities. No camping area will be displaced by OTR activities.

iv. The BLM FEIS and ROD will contain detailed mitigation and restoration measures for the federal lands to be used in the OTR Project, including State Parks managed sites which measures have been subject to review and comment by State Parks pursuant to the Cooperating Agency MOU and shall be incorporated herein by reference. OTR also agrees to undertake and complete such mitigation and restoration measures for State Parks owned sites used in the OTR Project.

b) Pursuant to 2 COLO. CODE REGS. § 405-703(6), "the Division shall waive the requirement for a parks pass for those vehicles when all the occupants are entering parks and outdoor recreation areas for the purpose of administering permitted special activities and not for their own recreation." This requirement is waived as to OTR and its Contractors.

c) OTR will adhere to the construction schedule and limitations, including limitations on hours OTR may perform construction activities, set forth in the FEIS.

d) Should the need for law enforcement be necessary during any construction activities, OTR and its Contractors will request law enforcement response by calling the State Patrol Dispatch at \_\_\_\_\_. In the event of a law enforcement or medical emergency, OTR or its Contractors will call 911. Additionally, OTR will adhere to the emergency procedures established by the Event Management Plan for the OTR Project, which will be approved by BLM.

e) OTR agrees to take the lead on writing and distributing news releases and media advisories related to Project activities on the AHRA and will provide them to \_\_\_\_\_ [name] for comment no less than two business days before being released to the media. In addition to media notifications, OTR will keep the public informed of construction and project activities on the AHRA by posting information on the OTR website, [www.overtheriverinfo.com](http://www.overtheriverinfo.com). Information to be posted will include, but may not be limited to, schedules, construction progress, type of work and activities expected, and traffic delays if any. However, nothing set forth above precludes State Parks from issuing its own news releases or media advisories related to OTR Project activities. State Parks will provide them to the OTR Project Director for comment no less than two business days before being released to the media.

f) All public complaints associated with the OTR Project construction activities received by State Parks will be forwarded to the OTR Project Director for response and resolution. Any complaints associated with park operations received by OTR or its Contractors shall be forwarded to the \_\_\_\_\_ [name] for response and resolution.

g) During all phases of the OTR Project, OTR will take all reasonable measures necessary to minimize interference with and/or disturbance of State Parks operations. Representatives of OTR and State Parks will have a regularly scheduled monthly telephone conference to consider such measures.

15. AUTHORITY TO ENTER INTO MOA The persons executing this MOA on behalf of OTR and State Parks each represent and warrant that they have full authority to execute this MOA on behalf of the Party for whom they are signing this MOA.

16. TERMINATION BY OTR OTR may terminate this MOA by providing 30 days advance notice to State Parks. Such termination by OTR shall not affect any prior payments made to State Parks. If OTR terminates this MOA between cost recovery payments called for in the section of this MOA titled State Parks Cost Recovery, OTR shall pay a pro rata share of the next installment due; such payment shall be paid to State Parks within 60 days of OTR's termination the MOA.

17. NOTICES Any notices, communications, or requests for approval required by this MOA shall be sent by certified or registered mail, return receipt requested, or by overnight courier or may be personally delivered or sent by electronic mail to the following addresses (provided that a copy of any notice sent by certified or registered mail, by overnight courier or by personal delivery shall also be sent by electronic mail):

If to State Parks:

If to OTR:  
Over The River Corporation  
Jonita Davenport  
OTR Project Director  
1942 Westlake Avenue, Apt. 2814  
Seattle, WA 98101  
[Cvjotr@aol.com](mailto:Cvjotr@aol.com)

With a copy to:  
Lori Potter, Esq.  
Kaplan Kirsch & Rockwell LLP  
1675 Broadway, Suite 2300  
Denver, CO 80202  
Fax: 303.825.7005

lpotter@kaplankirsch.com

18. COMPLIANCE WITH ALL LAWS In addition to compliance with the terms of this MOA, OTR and its Contractors shall comply with all federal, state and local laws and regulations that are applicable to its activities, including the terms and conditions of BLM set forth in the FEIS and ROD; provided, however, that enforcement of the permits and authorizations of the agencies shall be reserved to the issuing agency, pursuant to its procedures.

19. GOVERNMENTAL IMMUNITY No term or condition of this MOA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

20. MISCELLANEOUS PROVISIONS

a) This MOA represents the entire agreement of the Parties, and no amendment to this MOA shall be made nor be enforceable unless made by written amendment signed by an authorized representative of each of the Parties. This provision may not be waived except by a writing signed by all Parties.

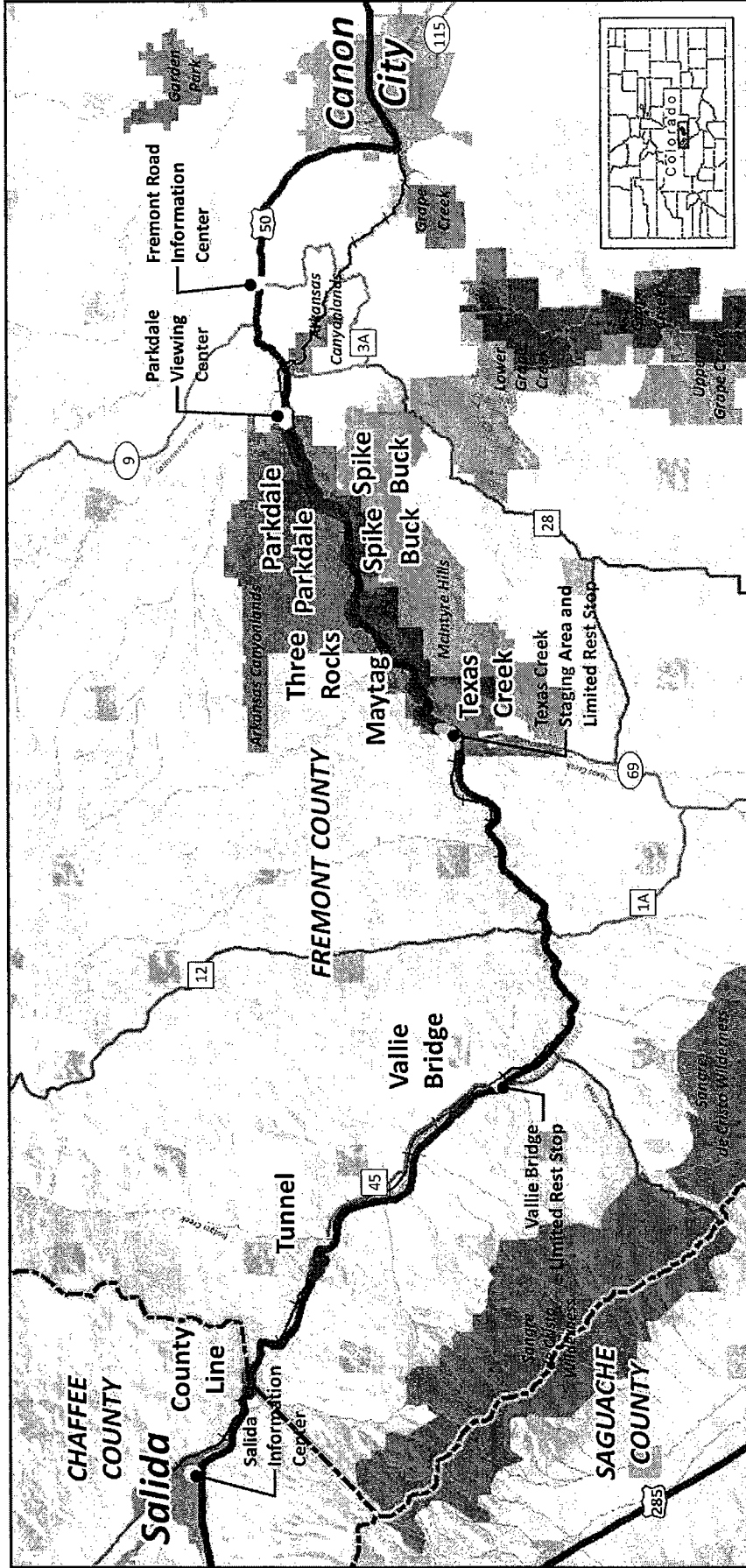
b) This MOA shall be governed and interpreted in accordance with the laws of the State of Colorado.

c) Any dispute or disagreement between the Parties arising from or related to this MOA shall be determined and decided by a Colorado state court of competent jurisdiction.

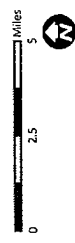
d) This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOA.

[SIGNATURE BLOCKS]

# Over The River EIS



**Map 1-2**  
**Project Area**



- Legend**
- Artists' Proposed Panels
  - Viewing and Information Areas
  - Urban Areas
  - County Boundaries
  - Highways (Regional and Local)
  - Highway
  - Major Road
  - Union Pacific Railroad
  - Land Ownership
    - City, County, or State
    - School Land Board
    - Colorado Division of Wildlife
    - Bureau of Land Management
    - U.S. Forest Service
    - Private Land
  - Land Management
    - Area of Critical Environmental Concern
    - Wilderness Area
    - Wilderness Study Area
- \* Location of Salida Information Center is Approximate Only.

Data Sources:  
 CDOT, COMaP, ESRI, OTR Corp.  
 Projection: State Plane, Colorado Central Datum, North American Datum of 1983 (NAD83)



