

### REQUEST FOR RESOLUTION TO DEDICATE PUBLIC RIGHT-OF-WAY

**TO:** Ivone Avila-Ponce, City Attorney's Office

FROM: Glen D. Blackburn, P.E., Director, Right-of-Way Services

**DATE:** August 2, 2024

**ROW** # 2023-DEDICATION-0000295 **SCHEDULE** #: Adjacent to 1) 0608100015000, and 2)

0608100015000

**TITLE:** This request is to dedicate two City-owned parcels of land as Public Right-of-Way as 1) East 1st

Avenue, located at the intersection of East 1st Avenue and North Quebec Street, and 2) North

Quebec Street, located at the intersection of North Quebec Street and East 1st Avenue.

**SUMMARY:** Request for a Resolution for laying out, opening and establishing certain real property as part of

the system of thoroughfares of the municipality; i.e. as 1) East 1<sup>st</sup> Avenue, and 2) North Quebec Street. This parcel(s) of land is being dedicated by the City and County of Denver for Public

Right-of-Way, as part of the development project, "100 N Poplar St Library."

It is requested that the above subject item be placed on the Mayor-Council Agenda for the next available date.

Therefore, you are requested to initiate Council action to dedicate a parcel of land for Public Right-of-Way purposes as 1) East 1<sup>st</sup> Avenue, and 2) North Quebec Street. The land is described as follows.

#### INSERT PARCEL DESCRIPTION ROW # (2023-DEDICATION-0000295-001, 002) HERE.

A map of the area to be dedicated is attached.

#### GB/AG/BV

cc: Dept. of Real Estate, RealEstate@denvergov.org

City Councilperson, Amanda Sawyer District # 5

Councilperson Aide, Owen Brigner

Councilperson Aide, Matt Walter

City Council Staff, Luke Palmisano

Environmental Services, Andrew Ross

DOTI, Manager's Office, Alba Castro

DOTI, Manager's Office, Alaina McWhorter

DOTI, Director, Right-of-Way Services, Glen Blackburn

Department of Law, Johna Varty

Department of Law, Martin Plate

Department of Law, Kwali Farbes

Department of Law, Ivone Avila-Ponce

Department of Law, Katherine Ehlers

Department of Law, Mar'quasa Maes

DOTI Survey, Ali Gulaid

DOTI Ordinance

Owner: City and County of Denver

Project file folder 2023-DEDICATION-0000295

City and County of Denver Department of Transportation & Infrastructure

Right-of-Way Services 201 W. Colfax Ave. | Denver, CO 80215

# ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor's Legislative Team

at MileHighOrdinance@DenverGov.org by 9 a.m. Friday. Contact the Mayor's Legislative team with questions

Please mark one: Bill Request or 🖂	Date of Request: August 2, 2024 Resolution Request
Please mark one: The request directly impacts developments, and impact within .5 miles of the South Platte River from Den	
☐ Yes	
1. Type of Request:	
☐ Contract/Grant Agreement ☐ Intergovernmental Agre	ement (IGA)  Rezoning/Text Amendment
□ Appropriation/Suppleme	ntal DRMC Change
Other:	
<ol> <li>Title: Dedicate two City-owned parcels of land as Public Right 1st Avenue and North Quebec Street, and 2) North Quebec St Avenue.</li> <li>Requesting Agency: DOTI, Right-of-Way Services Agency Section: Survey</li> </ol>	t-of-Way as 1) East 1st Avenue, located at the intersection of East reet, located at the intersection of North Quebec Street and East 1st
4. Contact Person:  Contact person with knowledge of proposed	Contact person for council members or mayor-council
ordinance/resolution (e.g., subject matter expert)	
Name: Barbara Valdez	Name: Alaina McWhorter
Email: <u>Barbara.Valdez@envergov.org</u>	Email: Alaina.McWhorter@denvergov.org
<ul> <li>5. General description or background of proposed request. A Proposing a small exterior addition to an existing library. The Avenue, and 2) North Quebec Street.</li> <li>6. City Attorney assigned to this request (if applicable):</li> <li>7. City Council District: Amanda Sawyer, District #5</li> </ul>	Attach executive summary if more space needed: developer was asked to dedicate two parcels of land as 1) East 1 <sup>st</sup>
8. **For all contracts, fill out and submit accompanying Key	Contract Terms worksheet**
•	ayor's Legislative Team:
Resolution/Bill Number:	Date Entered:

# **Key Contract Terms**

Type of Contract: (e.g. Professional Services > \$500K; IGA/Grant Agreement, Sale or Lease of Real Property):			
Vendor/Con	tractor Name (including any dba	's):	
Contract cor	ntrol number (legacy and new):		
Location:			
Is this a new	contract?  Yes  No Is t	his an Amendment?  Yes  N	o If yes, how many?
Contract Te	rm/Duration (for amended contra	acts, include <u>existing</u> term dates and	amended dates):
Contract An	nount (indicate existing amount, a	mended amount and new contract t	otal):
	Current Contract Amount	Additional Funds	Total Contract Amount
	(A)	<i>(B)</i>	(A+B)
	Current Contract Term	Added Time	New Ending Date
Scope of wor		J.C	h 40
was this con	tractor selected by competitive p	rocess? If not	, why not?
Has this cont	tractor provided these services to	the City before?  Yes No	
Source of funds:			
Is this contra	act subject to: W/MBE	DBE SBE XO101 AC	DBE N/A
WBE/MBE/I	DBE commitments (construction,	design, Airport concession contract	s):
Who are the	subcontractors to this contract?		
		e completed by Mayor's Legislative Te	
Resolution/R	ıll Number:	Date 1	Intered:



#### **EXECUTIVE SUMMARY**

Project Title: 2023-DEDICATION-0000295

**Description of Proposed Project:** Proposing a small exterior addition to an existing library. The developer was asked to dedicate two parcels of land as 1) East 1st Avenue, and 2) North Quebec Street.

**Explanation of why the public right-of-way must be utilized to accomplish the proposed project:** The City and County of Denver was deeded this land to be dedicated as 1) East 1<sup>st</sup> Avenue, and 2) North Quebec Street.

Has a Temp MEP been issued, and if so, what work is underway: N/A

What is the known duration of a MEP: N/A

Will land be dedicated to the City if the vacation goes through: N/A

Will an easement be placed over a vacated area, and if so explain: N/A

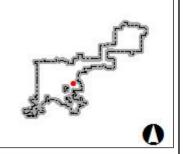
Will an easement relinquishment be submitted at a later date: N/A

**Additional information:** This land was deeded to the City and County of Denver for the purpose of dedicating it as 1) East 1<sup>st</sup> Avenue, and 2) North Quebec Street, as part of the development project called, "100 N Poplar St Library."



# City and County of Denver





Legend

Streets

Alleys

County Boundary

Parcels

Lots/Blocks

Parks

All Other Parks; Linear

Mountain Parks

The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is " without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use.

THIS IS NOT A LEGAL DOCUMENT.

#### PARCEL DESCRIPTION ROW NO. 2023-DEDICATION-0000295-001:

#### LEGAL DESCRIPTION - STREET PARCEL #1:

A PORTION OF A PARCEL OF LAND CONVEYED BY SPECIAL WARRANTY DEED TO THE CITY AND COUNTY OF DENVER, RECORDED ON THE 18TH DAY OF AUGUST, 2000, AT RECEPTION NUMBER 2000118830 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF EAST 1ST AVENUE AND POPLAR STREET, MARKED BY A 2.5" BRASS CAP STAMPED "PLS 20683" IN A RANGE BOX, SAID POINT BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, THENCE ALONG THE CENTERLINE OF SAID POPLAR STREET, NORTH 00°34'43" WEST FOR 29.92 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°25'17" EAST FOR 24.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED WITHIN RECEPTION NO. 2000118830, PUBLIC RECORDS OF THE CITY AND COUNTY OF DENVER, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF POPLAR STREET AND BEING THE POINT OF BEGINNING; THENCE, ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°34'43" WEST FOR 5.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 89°36'46" EAST FOR 249.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF QUEBEC STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 37°14'53" WEST FOR 6.31 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST 1ST AVENUE; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, RUN ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°36'46" WEST FOR 245.89 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS: 1,239 SQUARE FEET, WHICH EQUATES TO 0.028 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS ARE GRID AND BASED WITHIN THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. THE BEARING OF THE LINE BEING MARKED ON THE SOUTH END BY A 2.5" BRASS CAP STAMPED "PLS 20683" IN A RANGE BOX, AND ON THE NORTH END BY A CITY AND COUNTY OF DENVER RANGE POINT, RECORDED AS "RP04189", LOCATED ON THE CENTERLINE OF SAID POPLAR STREET, BEING MARKED BY AN ORANGE PLASTIC CAP IN RANGE BOX STAMPED "PLS 20683" IS, NORTH 00°34'43" WEST FOR 178.14 FEET.

#### PARCEL DESCRIPTION ROW NO. 2023-DEDICATION-0000295-002:

#### **LEGAL DESCRIPTION - STREET PARCEL #2:**

A PORTION OF A PARCEL OF LAND CONVEYED BY SPECIAL WARRANTY DEED TO THE CITY AND COUNTY OF DENVER, RECORDED ON THE 18TH DAY OF AUGUST, 2000, AT RECEPTION NUMBER 2000118830 IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF EAST 1ST AVENUE AND POPLAR STREET, MARKED BY A 2.5" BRASS CAP STAMPED "PLS 20683" IN A RANGE BOX, SAID POINT BEING ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 8, THENCE ALONG THE CENTERLINE OF SAID POPLAR STREET, NORTH 00°34'43" WEST FOR 29.92 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 89°25'17" EAST FOR 24.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED WITHIN RECEPTION NO. 2000118830, PUBLIC RECORDS OF THE CITY AND COUNTY OF DENVER, SAID SOUTHWEST CORNER ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF POPLAR STREET; THENCE, ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°34'43" WEST FOR 5.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 89°36'46" EAST FOR 248.50 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 37°14'53" EAST FOR 20.96 FEET; THENCE, NORTH 03°36'09" EAST FOR 42.98 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 761.00 FEET, A CENTRAL ANGLE OF 007° 08' 21", A CHORD BEARING OF NORTH 07°10'19" EAST AND A CHORD DISTANCE OF 94.76 FEET: THENCE ALONG THE ARC OF SAID CURVE 94.82 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF SAID PARCEL OF LAND; THENCE ALONG SAID NORTH BOUNDARY LINE, NORTH 89°36'46" EAST FOR 11.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF QUEBEC STREET; THENCE LEAVING SAID NORTH BOUNDARY LINE, RUN ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES, SOUTH 10°18'55" WEST FOR 7.73 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 006°42'47", A CHORD BEARING OF SOUTH 06°57'31" WEST AND A CHORD DISTANCE OF 87.82 FEET; THENCE ALONG THE ARC OF SAID CURVE 87.87 FEET; THENCE, SOUTH 03°36'09" WEST FOR 28.26 FEET; THENCE, SOUTH 37°14'53" WEST FOR 38.54 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°36'46" WEST FOR 1.26 FEET TO THE POINT OF BEGINNING.

SAID PORTION OF LAND CONTAINS: 1,469 SQUARE FEET, WHICH EQUATES TO 0.034 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS ARE GRID AND BASED WITHIN THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. THE BEARING OF THE LINE BEING MARKED ON THE SOUTH END BY A 2.5" BRASS CAP STAMPED "PLS 20683" IN A RANGE BOX, AND ON THE NORTH END BY A CITY AND COUNTY OF DENVER RANGE POINT, RECORDED AS "RP04189", LOCATED ON THE CENTERLINE OF SAID POPLAR STREET, BEING MARKED BY AN ORANGE PLASTIC CAP IN RANGE BOX STAMPED "PLS 20683" IS, NORTH 00°34'43" WEST FOR 178.14 FEET.

#### SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is made and given this 17th day of August, 2000, by LOWRY ECONOMIC REDEVELOPMENT AUTHORITY, a separate legal entity established pursuant to an Intergovernmental Agreement between the City and County of Denver, Colorado, and the City of Aurora, Colorado pursuant to the provisions of C.R.S. § 29-1-203(4), whose address is 555 Uinta Way, Denver, Colorado 80230 ("Authority"), to the City and County of Denver, a municipal corporation, whose address is 1445 Cleveland Place, Denver, Colorado 80202 ("Grantee").

WITNESSETH, that the Authority, for and in consideration of the sum of Two Hundred Forty-two Thousand and No/100 Dollars (\$ 242,000.00) (the "Purchase Price"), the receipt whereof is hereby acknowledged by the Authority, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of that certain real property situate, lying and being in the City and County of Denver, State of Colorado, more particularly described on Exhibit A attached hereto (the "Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in any ways 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 Authority, either in law or equity, of, in and to the Property, EXCEPTING AND RESERVING UNTO THE AUTHORITY, HOWEVER, all oil, gas and other minerals underlying the Property and all water rights appurtenant to the Property, including all existing surface water rights and tributary ground water rights, if any, and all non-tributary and not non-tributary ground water underlying the Property;

SUBJECT TO the "Permitted Exceptions," which shall mean any easements, restrictions and conditions shown on the recorded plat, if any, for the Property; real property taxes and assessments for 2000 and subsequent years; building, zoning and other applicable ordinances and regulations of the City and County of Denver, State of Colorado; the reservations, exceptions, easements, rights of way, restrictive covenants, conditions and other matters listed on Exhibit B attached hereto; taxes, assessments, fees or charges, if any, resulting from the servicing of the Property by any applicable taxing entity; the Restrictions hereinafter set forth in this Deed; and the Master Declaration of Covenants, Conditions, and Restrictions for the Lowry Community (the "Master Declaration"), and the Design Guidelines (the "Design Guidelines") attached thereto, referred to on Exhibit B attached hereto;

TO HAVE AND TO HOLD the Property, with all appurtenances thereunto belonging, unto Grantee, its successors and assigns forever;

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AND THE AUTHORITY, for itself, its successors and assigns, covenants and agrees to and with Grantee, its successors and assigns, to warrant and defend the quiet and peaceable possession of the Property by Grantee, its successors and assigns, against every person who lawfully claims the Property or any part thereof by, through or under the Authority, subject to the Permitted Exceptions and to the Restrictions contained herein, including, without limitation, the terms, covenants, conditions and restrictions set forth in Exhibits attached hereto.

- 1. <u>Intent as to Restrictions</u>. The Property is conveyed and this conveyance is accepted subject to and upon the express terms, covenants, conditions and restrictions (collectively, the "Restrictions") contained in this Deed and the Exhibits attached hereto, which Restrictions are made for the benefit of the Authority, its successors and assigns, and for the benefit of lands which are now or hereafter owned by the Authority, its successors and assigns, and which Restrictions impose a burden on the Property unless and until such time as a duly executed and acknowledged release has been delivered and recorded in accordance with the terms of this Deed. Recordation of this Deed shall constitute the agreement by Grantee, for itself and its successors and assigns, to be bound by and to comply with the Restrictions.
- 2. <u>Duration</u>. The Restrictions contained in this Deed and the Exhibits attached hereto shall operate and be effective until the later of (i) twenty (20) years after the execution date hereof, or (ii) such time as neither the Authority nor its successors and assigns are any longer engaged in the development of the lands comprising the former Lowry Air Force Base (the "Base Property").
- mean the building or buildings, sidewalks, parking lots, signs, and all other improvements now or hereafter located upon the Property. "Plans" shall mean a plan showing the location of buildings and any other improvements to be constructed on the Property, including location of mechanical equipment; building exterior elevations, including colors and materials; a drainage plan; a landscape plan; and a signage plan, and, to the extent that approval of the Plans shall be governed by the Lowry Design and Review Committee ("LDRC"), the term "Plans" shall have the same meaning as "Plans and Specifications" as set forth in the Design Guidelines. Grantee shall submit its proposed Plans to the LDRC and will endeavor to comply with the requirements of the Design Guidelines and the Master Declaration, which Plans Grantee will endeavor to have be consistent with any Preliminary Design previously approved by the LDRC ("Preliminary Design"), and Grantee will endeavor to comply with the Design Guidelines and the Master Declaration.
- 4. <u>Obtaining Governmental Approvals</u>. Grantee agrees to obtain, prior to commencement of construction of any Improvements, all permits, licenses, certificates, consents and any other approvals necessary or required pursuant to any law, ordinance,

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resolution, order, rule or regulation of any governmental authority having jurisdiction over the Property and the development thereof ("Governmental Approvals") in order for Grantee to construct the Improvements on the Property. Grantee acknowledges that review and approval by the LDRC of any Preliminary Design and of the Plans, are for the sole purpose of protecting the interests of the Authority and the Master Association, respectively, in the overall development of the Base Property and that such review and approval may not be relied upon by Grantee or any other person as constituting approval or assurance regarding the conformance of the Plans, or the Improvements to be constructed pursuant thereto, to any applicable rules, regulations or codes of the City and County of Denver or any other governmental entity having jurisdiction over the Property. Nor shall approval of Preliminary Design by the LDRC, or approval of plans or issuance of building or other permits by a governmental entity, affect, impair or diminish the rights and authority of the LDRC to review, accept and/or reject the Plans as set forth in the Master Declaration and Design Guidelines.

- 5. <u>No Resubdivision of Property</u>. Grantee agrees that Grantee will not attempt to subdivide the Property or obtain subdivision approval from any governmental authority having jurisdiction over the Property, or the development thereof, without the prior written approval and consent of the Authority.
- 6. <u>No Implied Waiver</u>. No failure by the Authority to insist upon the strict performance of any Restriction contained in this Deed, no failure by the Authority to exercise any right or remedy under this Deed, and no acceptance of full or partial payment during the continuance of any Default (as defined below) by Grantee shall constitute a waiver of any such Restriction or waiver of any such right or remedy or a waiver of any such Default by Grantee.
- 7. No Liability for Plans. The Authority and the LDRC shall not be liable for any damage, loss or prejudice incurred or claimed by Grantee or any other person or party on account of the acceptance or rejection of the Plans, whether or not defective; the construction or performance of the Improvements or any other work on the Property or Improvements whether or not pursuant to the Plans; or the development of the Property or Improvements. By accepting the Plans (if applicable), the Authority and the LDRC assume no liability or responsibility therefor, or for any defect in any Improvement constructed from the Plans
- 8. <u>Maintenance of Property</u>. From and after the date of this Deed, and including during the period of construction of the Improvements, Grantee shall be responsible for maintaining the Improvements and all other portions of the Property in good, healthy and sightly order, condition and repair, and in compliance with all applicable laws, ordinances and regulations. Without limiting the generality of the foregoing, Grantee shall keep the Property free of paper and rubbish. After completion of any construction activities, Grantee shall

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promptly clean the Property and shall thereafter be responsible for maintaining the Improvements and all other portions of the Property in good, healthful and sightly order, condition and repair and in compliance with all applicable laws, ordinances and regulations, as well as with the requirements of the Master Declaration and the Design Guidelines.

- 9. <u>Protection of Nearby Streets</u>. From and after the date of this Deed, and including during the period of construction of the Improvements, Grantee shall be responsible for keeping, including, without limitation, street sweeping, all roads, streets and property in the vicinity of the Property free of the dirt and debris which results from Grantee's preconstruction and construction activities on the Property. Without limiting the generality of the foregoing, Grantee shall be responsible for the costs of repairing any extraordinary damages to entry roads, streets and acceleration and deceleration lanes in the vicinity of the Property which results from Grantee's preconstruction and construction activities on the Property.
- 10. Old Utilities. Grantee acknowledges and understands, that various utility lines and systems previously installed and/or used by the Air Force in connection with the Lowry AFB (collectively, the "Old Utilities"), may be located under the Property, and that the Authority did not remove the Old Utilities or prepare them for Grantee's activities. Grantee expressly assumes the risk associated with the presence, removal or other disposition of the Old Utilities, including, without limitation, any and all costs and expenses associated therewith. The Authority has made no representation, express or implied, as to the location, condition or feasibility of removing or disposing of any such Old Utilities, or the impact of such Old Utilities upon the development of the Property for its intended use.
- Environmental Compliance and Indemnity. Grantee agrees to conduct its business and operations on and from the Property in accordance with all federal, state and local environmental laws, regulations, executive orders, ordinances and directives including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substances Control Act and state law counterparts, including, without limitation, the Colorado Hazardous Waste Act, and Colorado's underground and aboveground storage tank laws, and not to cause, suffer or permit any damage or impairment to the health, safety or comfort of any person or to the environment at or on the Property and surrounding property, including, but not limited to, damage or threatened damage to the soil, surface or ground water resources at the property and surrounding property or any condition constituting a tort or creating a nuisance or causing a violation of state, federal or local law, regulation or ordinance. The foregoing obligations of Grantee shall hereinafter collectively be referred to as the "Environmental Obligations." As used in this Section, "Grantee" shall mean Grantee, its authorized agents, representatives and employees, any party entering onto the Property by or on behalf of Grantee, or any party to whom Grantee leases the Property or any portion thereof or any Improvements thereon and the

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tenants, guests, invitees, and licensees of such party as well as any heir, personal representative, successor or assign of any of the foregoing.

- and Trademarks. Grantee agrees that it shall not use or allow the use of the name "Lowry Economic Redevelopment Authority" or any logo, symbol or other words or phrases which are names or trademarks used or registered by the Authority in any manner to name, designate, advertise, sell or develop the Property or in any manner or connection with the operations or businesses located or to be located on the Property without the Authority's prior written permission.
- 13. <u>Inspection by the Authority</u>. Upon prior notice to Grantee of the time and date of a proposed inspection and of the identities of the inspection parties, the Authority may, from time to time, at any reasonable hour or hours, enter upon and inspect the Property (other than the interior of any buildings located on the Property) to ascertain compliance by Grantee with the terms and conditions contained in this Deed.
- 14. <u>Default and Enforcement</u>. A "**Default by Grantee**" shall exist under this Deed if Grantee breaches or fails to comply with any Restriction in this Deed or any of the Exhibits attached hereto applicable to Grantee, and such breach or failure to comply shall continue for a period of thirty (30) days after written notice thereof by the Authority to Grantee, or, if such breach or failure to comply cannot be reasonably cured within such thirty (30) day period, if Grantee shall not in good faith commence to cure such breach or failure to comply within said thirty (30) day period or shall not diligently proceed therewith to completion.
- 15. Remedies. The Authority and Grantee, by the acceptance and recordation of this Deed, acknowledge and agree that sale and redevelopment of the Property, as provided for by this Deed, is an integral part of the general plan for the redevelopment of the Base Property, and, as such, the damages to the Authority resulting from any Default by Grantee would be difficult to ascertain. Therefore, in the event of a Default by Grantee, the Authority shall have the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Restrictions of this Deed (a) to enjoin or prevent them from so doing, (b) to cause said violation to be remedied, (c) to recover actual damages for said violation, or (d) any and all of the foregoing.
- 16. No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in this Deed, and no acceptances, consents or waivers by the Authority under this Deed, shall be valid or binding unless in writing and executed by the party to be bound thereby. Any covenant, condition or restriction contained in this Deed may be terminated, extended, modified or amended, as to the whole of the Property

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or any portion thereof, only by the written consent of the Authority and the then owner(s) of the Property. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the records of the Clerk and Recorder of the City and County of Denver.

- 17. <u>Severability</u>. If any provision of this Deed shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
- Binding Effect. This Deed shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever reference is made to the Authority in this Deed, the reference shall be deemed to include successors and assigns of the Authority. However, with respect to the Restrictions, a person or party shall be deemed a "successor and assign" of the Authority only if specifically designated in a duly recorded instrument as a successor or assign of the Authority under this Deed and shall be deemed a successor and assign of the Authority only as to the particular rights or interest of the Authority which are specifically designated in the written instrument; provided, however, that a successor to the Authority by consolidation or merger shall automatically be deemed a successor or assign of the Authority for purposes of the Restrictions. Unless and until terminated or released in accordance with the terms of this Deed, the Restrictions contained in this Deed shall be construed as covenants running with the Property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented and to have agreed to every Restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the Property.
- 19. <u>Captions for Convenience</u>. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Deed.
- 20. Applicable Law. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Deed as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.
- 21. Exhibits Incorporated. All Exhibits attached to this Deed are incorporated herein and made a part hereof as if fully set forth herein.

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- 22. <u>Time of the Essence</u>. Time is of the essence with respect to performance required under this Deed.
- 23. Notices. All demands, notices, consents or other instruments or communications provided for under this Deed or in any Exhibit attached hereto, shall be in writing, signed by the party giving the same and shall be deemed properly given and received when actually delivered and received, on the third (3rd) business day after deposit in the United States Mail, sent registered or certified, postage prepaid, and addressed to the party to receive such notice at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing. Any demand, notice, consent or other instruments or communications sent to Grantee shall also be, following Grantee's written request or upon receipt of lender's written request, sent to any lender with an interest in the Property at the address provided by notice to the Authority.
- 24. <u>No Third-Party Beneficiaries</u>. None of the terms, conditions or covenants contained in this Deed shall be deemed to be for the benefit of any person other than Grantee and the Authority, and their successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.
- The parties intend that the Grantee shall not be Anti-Speculation. entitled to profit from the resale of the Property prior to the date the Improvements are Complete. Accordingly, the parties have agreed to restrict certain transfers by Grantee prior to the date the Improvements are Complete as set forth herein. A "Transfer" by Grantee of the Property shall occur in the event that, prior to the date the Improvements are Complete, (a) Grantee sells or exchanges the Property or any portion thereof, or (b) Grantee enters into a lease of all of the Property or any portion thereof. In the event of a Transfer by Grantee to any party whatsoever, other than to a Permitted Transferee as hereinafter defined, Grantee agrees to pay to the Authority, on the date of closing of such Transfer, 100% of the amount by which the consideration for such sale, the exchange value for such exchange, or the consideration given for such lease, exceeds the Purchase Price plus costs expended by the Grantee on the Improvements ("Resale Rights"). "Permitted Transferee" shall mean any transferee of Grantee's entire interest in the Property a) at a bona fide foreclosure sale pursuant to a bona fide mortgage or deed of trust encumbering the Property or pursuant to a bona fide deed in lieu of foreclosure on any such mortgage or deed of trust (so long as such foreclosure sale or deed in lieu of foreclosure is not intended as a means to avoid the Authority's rights under this Deed). In the event that Grantee shall Complete the Improvements, and provided that no Transfer shall theretofore have been made, with respect to all or any portion of the Property, to any person or entity other than to a Permitted Transferee, then the Authority agrees, upon receipt of Grantee's written request, to deliver to Grantee a duly executed and acknowledged release, releasing the Authority's rights under this Section 29, and to release and discharge the burden of this Section 29 as an encumbrance against the Property.

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30. Tax Increment Financing (TIF). Grantee understands that the Authority has used TIF financing in its development of the Base Property of which the Property is a part. The repayment of the TIF financing is made from real property taxes that are created as the Base Property is developed and sold to tax paying entities. Therefore, if Base Property is owned by an entity that is not required to pay real property taxes the Authority is hindered in its ability to meet the pro forma requirements of the TIF financing. The Authority's sale of the Property to Grantee, therefore, is made with the restriction and on the condition that if any entity becomes the fee owner or lessee of the Property and elects to not pay real property taxes thereon it shall constitute a Repurchase Event. Notwithstanding the provisions of Section 2 above, the restriction set forth in this Section 30 will only be released by the Authority when there is no outstanding TIF financing and it no longer is using, or has no ability to use, TIF financing for the Base Property at which time it will deliver promptly to Grantee a duly executed and acknowledged release, releasing the Authority's right to exercise the Repurchase Option for Grantee's failure to meet its obligations as provided in this Section 30.

IN WITNESS WHEREOF, the Authority has executed this Special Warranty Deed as of the day and year first above written.

(SEAL)	LOWRY ECONOMIC REDEVELOPMENT AUTHORITY
ATTEST: By: Matgomeny C. Force	By: Thomas O. March
	Thomas O. Markham, Executive Director
STATE OF COLORADO	)
and COUNTY OF DENUM	)ss. _)
The foregoing instrument was ackn	owledged before me this day of m as Executive Director of LOWRY ECONOMIC
REDEVELOPMENT AUTHORITY.	HALLENDA R. SLATTERY
Witness my hand and official seal.	NOTARY PUBLIC STATE OF COLORADO
My commission expires:	My Commission Expires 03/28/2001
	Hallenda K Slatter
(SEAL)	Notary Public
GFP/LibraryDeed 3/10/00	8 LRA/Library Special Warranty Deed

# EXHIBIT A TO SPECIAL WARRANTY DEED Legal Description:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH.

RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 8, WHENCE THE NORTHEAST CORNER THEREOF BEARS NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 2645.69 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 30.00 FEET TO THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF 1<sup>ST</sup> AVENUE;

THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, ALONG SAID EASTERLY EXTENSION AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 124.86 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 245.89 FEET;

THENCE NORTH 00 DEGREES 11 MINUTES 12 SECONDS WEST, A DISTANCE OF 158.41 FEET:

THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 288.44 FEET:

THENCE SOUTH 10 DEGREES 42 MINUTES 17 SECONDS WEST, A DISTANCE OF 7.73 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 06 DEGREES 42 MINUTES 47 SECONDS, A RADIUS OF 750.00 FEET AND AN ARC LENGTH OF 87.87 FEET;

THENCE SOUTH 03 DEGREES 59 MINUTES 31 SECONDS WEST, A DISTANCE OF 28.26 FEET:

THENCE SOUTH 37 DEGREES 38 MINUTES 15 SECONDS WEST, A DISTANCE OF 44.85 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY AND COUNTY OF DENVER IN DEED RECORDED JANUARY 18, 1966 IN BOOK 9549 AT PAGE 597 AND OPENED AS A PART OF 1<sup>ST</sup> AVENUE BY ORDINANCE 111, SERIES OF 1966 RECORDED MARCH 23, 1966 IN BOOK 9577 AT PAGE 393.

EXCEPTING THEREFROM AND RESERVING UNTO THE AUTHORITY, HOWEVER, all oil, gas and other minerals underlying the Property and all water rights appurtenant to the Property, including all existing surface water rights and tributary ground water rights, if any, and all non-tributary and not non-tributary ground water underlying the Property.

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## EXHIBIT B TO SPECIAL WARRANTY DEED

Permitted Exceptions:

- 1. All oil, gas and other minerals appurtenant to the Property, all of which are reserved by the Authority.
- 2. All water rights appurtenant to the Property, including all existing surface water rights and tributary ground water rights, if any, and all non-tributary and not non-tributary ground water underlying the Property, all of which are reserved by the Authority.
- 3. Taxes for the year 2000 and subsequent years, a lien not yet due and payable.
- 4. Reservations as contained in Decree of Taking Recorded November 29, 1950 in Book 6838 at Page 68.
- 5. Burdens as contained in Grant of Right of Way recorded January 8, 1997 under Reception No. 9700003186.
- 6. Terms, conditions and provisions of Master Declaration of Covenants, Conditions, and Restrictions recorded June 23, 1997 at Reception No. 97000080387, as amended in instrument recorded November 16, 1998 under Reception No. 9800191642, and as amended in instrument recorded August 2, 2000 under Reception No. 2000110158.
- 7. Reservations as contained in Deed from the United States of America recorded February 17, 1999 under Reception No. 9900027505 and Correction Deed recorded October 21, 1999 under Reception No. 9900183842.
- 8. Covenants, Conditions, and Restrictions as contained in instrument recorded July 24, 1998 under Reception No. 980019584.
- 9. Perpetual Easement for street purposes as described by Amendment to Decree on Declaration of Taking recorded September 20, 1951 in Book 6991 at Page 421.
- 10. Easements, if any, relative to the sanitary sewer lines, manholes, and grates, 8" and 27" RCP's, PSCO Pad and electric line, and fire hydrant located on the land as disclosed by Improvement Survey Plat dated May 9, 2000, Job No. 98131, Prepared by Vigil Land Consultants.

GFP/LibraryDeed

LRA/Library Exhibit B Special Warranty Deed

# EXHIBIT C

#### TO

#### SPECIAL WARRANTY DEED

Renovation Obligations and Repurchase Option

- 1. <u>Construction of Renovations</u>. Grantee shall, prior to the Completion Deadline (defined below), and at Grantee's sole cost and expense, endeavor to construct the Improvements with building systems which meet current health and safety standards, and which meet the accessibility requirements of the Americans With Disabilities Act and the regulations promulgated thereunder, and shall complete the renovation and reconstruction of all interiors of the Improvements as Grantee deems necessary and as required by law for the construction and operation of a public library ("**Permitted Use**") all of which shall be consistent with any Preliminary Design approved by the Authority and in compliance with the Plans approved by the LDRC (collectively, the "**Renovations**").
- 1.1. <u>Completion of the Renovations</u>. Grantee agrees to use its best efforts to commence and proceed with the construction of the Renovations diligently and in good and workmanlike manner and to endeavor to Complete the Renovations in accordance with all governmental requirements, and in compliance with the approved Plans, no later than August 17, 2002 (the "Completion Deadline").
- 1.2. <u>Completion</u>. The Renovations shall be deemed "**Complete**" at such time as the Renovations have been substantially completed in compliance with the Plans approved by the LDRC and in compliance with applicable rules, regulations and requirements of governmental authorities having jurisdiction, a valid temporary Certificate of Occupancy has been issued by the City and County of Denver, Colorado for the Improvements, and all construction equipment and materials have been removed from the Property.
- construction within the time set forth in **Section 1.1** above or meet the Completion Deadline because of delays from causes beyond the reasonable control of the Grantee, such as, but not limited to, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, defaults by contractors or subcontractors, weather conditions, or fire or other casualty, but not including the inability of Grantee to pay any monetary sum for which it is obligated, regardless of the reason, then the date by which the Grantee shall be required to commence construction and/or meet the Completion Deadline and the date by which the Authority shall be required to exercise the Repurchase Option because of Grantee's failure to meet the Completion Deadline, shall be extended for a period of time equal to the length of said delay or delays.
- 2. <u>Repurchase Option</u>. In the event that a "**Repurchase Event**," as hereinafter defined, occurs, the Authority shall have the right, at its option, to repurchase the Property from Grantee upon the terms and conditions as hereinafter set forth (the "**Repurchase Option**"). In addition to, or in lieu of, the Repurchase Option, the Authority shall have the right, at its option, to exercise any other rights and remedies to which the Authority is entitled under law or at equity.
- 2.1. Repurchase Event. A "Repurchase Event" shall mean: (1) if for any reason the Grantee shall fail to achieve the Completion Guarantee; or (2) if Grantee abandons, in the Authority's reasonable determination, the construction of the Improvements.

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LRA/CCDLibrary Exhibit C Special Warranty Deed

- 2.2. Exercise of Repurchase Option. The Authority shall have the right to exercise the Repurchase Option because of the occurrence of a Repurchase Event by giving Grantee written notice of such failure (the "Repurchase Notice") at any time after the occurrence of the Repurchase Event; provided, however, that if within sixty (60) days after the Authority gives Grantee such Repurchase Notice (the "Completion Cure Period"), Grantee actually Completes the construction of the Revocations then the Authority's exercise of the Repurchase Option shall be deemed null and void and any further right of the Authority to exercise the Repurchase Option shall thereupon cease and terminate.
- 2.3. <u>Repurchase Option Price</u>. The "**Repurchase Option Price**" shall mean the original Purchase Price reduced by the amount of any monetary encumbrances on the Property created by, through or under Grantee.
- 2.4. Closing Upon Repurchase. Within fifteen (15) days following the last to occur of the expiration of the Completion Cure Period or (if applicable) the Construction Lender Cure Period, Grantee shall tender Grantee's Special Warranty Deed for the Property to the Authority to be exchanged for a check from the Authority in the amount of the Repurchase Option Price. Grantee shall deliver title to the Property to the Authority at the closing of the Repurchase Option in the same condition as when delivered by the Authority to Grantee, except as to nondelinquent property taxes and assessments for the year of said closing, which taxes and assessments shall be prorated between the Authority and Grantee to the date of such closing, so that Grantee bears such taxes and assessments for the period of its ownership of the Property. Grantee agrees to pay all costs and expenses for such closing, including the premium for an ALTA owner's title insurance policy in the amount of the Repurchase Option Price, insuring that title to the Property is vested in the Authority.
- 2.5. Evidencing Expiration of Repurchase Option. In the event Grantee meets its obligations under this Exhibit C or in the event that Grantee's Construction Lender shall Complete the Renovations or in the event the Authority fails to exercise the Repurchase Option within the time and in the manner set forth above, the Authority agrees, upon Grantee's written request, to deliver promptly to Grantee a duly executed and acknowledged release, releasing the Authority's right to exercise the Repurchase Option for Grantee's failure to meet its obligations as provided in this Exhibit C.

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LRA/CCDLibrary
Exhibit C
Special Warranty Deed

#### EXHIBIT A LAND DESCRIPTION SHEET 1 OF 2

A portion of land located in the Northeast Quarter of Section 8, Township 4 South, Range 67 West of the 6th Principal Meridian, in the City and County of Denver, State of Colorado, being more particularly described as follows:

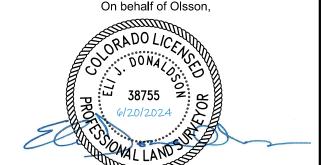
Commence at the intersection of East 1st Avenue and Poplar Street, marked by a 2.5" brass cap stamped "PLS 20683" in a range box, said point being on the South Line of the northeast quarter of Section 8, thence along the centerline of said Poplar Street, North 00°34'43" West for 29.92 feet; thence leaving said centerline, North 89°25'17" East for 24.00 feet to the southwest corner of a parcel of land as described within Reception No. 2000118830, public records of the City and County of Denver, said southwest corner also being a point on the East right of way line of Poplar Street and being the POINT OF BEGINNING; thence, along said East right of way line, North 00°34'43" West for 5.00 feet; thence leaving said East right of way line, North 89°36'46" East for 249.76 feet to a point on the westerly right of way line of Quebec Street; thence along said westerly right of way line, South 37°14'53" West for 6.31 feet to a point on the North right of way line of East 1st Avenue; thence leaving said westerly right of way line, run along said North right of way line, South 89°36'46" West for 245.89 feet to the POINT OF BEGINNING.

Said portion of land contains: 1,239 Square Feet, which equates to 0.028 Acres, more or less.

The basis of bearings are grid and based within the Colorado State Plane Coordinate System of 1983, Central Zone. The bearing of the line being marked on the South end by a 2.5" brass cap stamped "PLS 20683" in a range box, and on the North end by a City and County of Denver Range Point, recorded as "RP04189", located on the centerline of said Poplar Street, being marked by an orange plastic cap in range box stamped "PLS 20683" is, North 00°34'43" West for 178.14 feet.

#### Surveyor Notes

- 1. This Legal Description and Sketch is not a Land Survey Plat.
- The scope of this document is to describe and graphically depict a particular area of land.
- 3. This document which contains 2 pages is not valid without the seal and signature of the licensed surveyor noted hereon.



Eli J. Donaldson, Colorado Professional Land Surveyor License Number: 38755

PROJECT NO: 021-08286

DRAWN BY: EJD

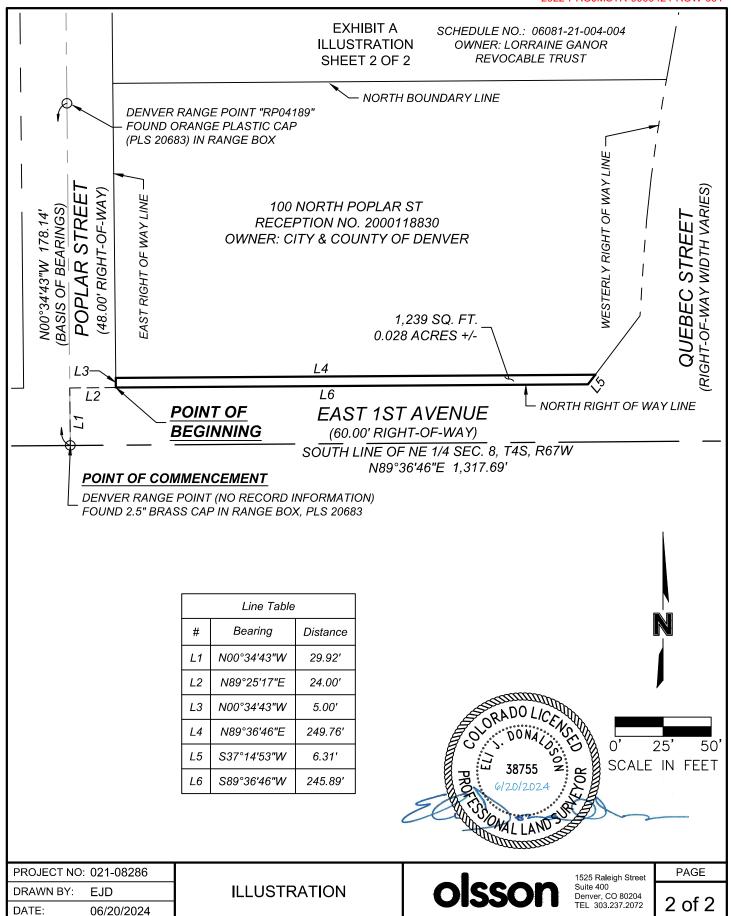
DATE: 06/20/2024

LAND DESCRIPTION

olsson

1525 Raleigh Street Suite 400 Denver, CO 80204 TEL 303.237.2072 PAGE

1 of 2



#### EXHIBIT A LAND DESCRIPTION SHEET 1 OF 2

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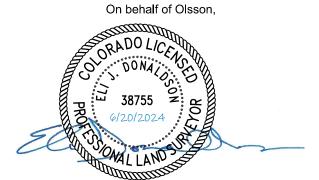
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Said portion of land contains: 1,469 Square Feet, which equates to 0.034 Acres, more or less.

The basis of bearings are grid and based within the Colorado State Plane Coordinate System of 1983, Central Zone. The bearing of the line being marked on the South end by a 2.5" brass cap stamped "PLS 20683" in a range box, and on the North end by a City and County of Denver Range Point, recorded as "RP04189", located on the centerline of said Poplar Street, being marked by an orange plastic cap in range box stamped "PLS 20683" is, North 00°34'43" West for 178.14 feet.

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PROJECT NO: 021-08286

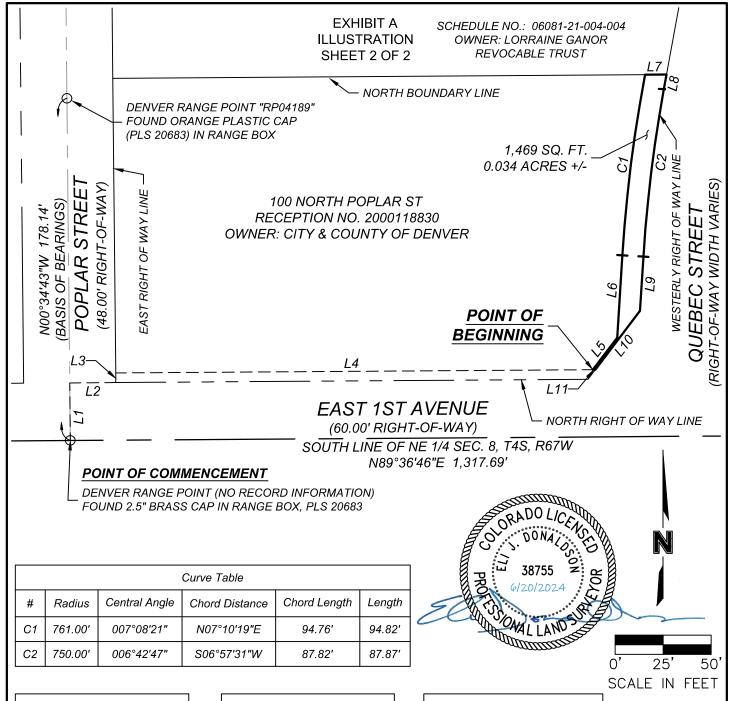
DRAWN BY: EJD

DATE: 06/20/2024

LAND DESCRIPTION

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Line Table		
#	Bearing	Distance
L1	N00°34'43"W	29.92'
L2	N89°25'17"E	24.00'
L3	N00°34'43"W	5.00'
L4	N89°36'46"E	248.50′

Line Table		
#	Bearing	Distance
L5	N37°14'53"E	20.96′
L6	N03°36'09"E	42.98′
L7	N89°36'46"E	11.17'
L8	S10°18'55"W	7.73'

Line Table		
#	Bearing	Distance
L9	S03°36′09″W	28.26′
L10	S37°14'53"W	38.54'
L11	S89°36'46"W	1.26′

PROJECT NO:	021-08286
DRAWN BY:	EJD
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**ILLUSTRATION** 



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