

THIS DEED, Made this Second day of February, in the Year of our Lord One Thousand Nine Hundred and twenty-five, between The Denver Union Stock Yard Company a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and CITY AND COUNTY OF DENVER, a Municipal Corporation of the State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, a RIGHT OF WAY AND EASEMENT, ten feet in width, over, across, upon, in, through and under the following described real property, situate, lying and being in the City and County of Denver, and State of Colorado, to-wit:

Part of the north one-half (N $\frac{1}{2}$) of Southwest one quarter (SW $\frac{1}{4}$) of Southwest one quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township three (3) south of range sixty eight (68) west of the sixth (6th) principal meridian.

for the purpose of constructing, inspecting, repairing, maintaining and operating a SANITARY SEWER to be constructed not less than four feet under the surface of the ground, the center line of which RIGHT OF WAY AND EASEMENT is described as follows, to-wit:

Commencing at a point on the west line of the north $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of section 14, T. 3 S., R. 68 W., 4 feet south of the northeast corner thereof; thence easterly and southerly to the NE corner of said SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section 14, a distance of 40.45 feet; thence easterly 7.4 feet more or less to a point on said north line of the NW corner of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said section 14. The right of way and easement shall be granted the privilege of installing, repairing, maintaining and operating said sewer with all charges, except the usual rates for utilities.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereto appertaining, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns forever; RESERVING, HOWEVER, to the party of the first part, its successors and assigns, the right to utilize and enjoy the above-described premises, providing the same shall not interfere with the construction, repair, inspection or operation of said sewer; it being the intention hereof to grant to the party of the second part, its successors and assigns a RIGHT OF WAY AND EASEMENT, through the said real property, for the above mentioned purposes, the fee to the same remaining in the party of the first part.

AND the party of the first part does hereby release, acquit and discharge the said party of the second part from any and all claims and demands whatsoever that it has or may have against said party of the second part, for or on account of the construction and repair of said sewer across, upon, in, through or under said premises.

AND the said The Denver Union Stock Yard Company, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the said premises through which said RIGHT OF WAY AND EASEMENT are granted and conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the said RIGHT OF WAY AND EASEMENT, in manner and form aforesaid, and that the said premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of whatever kind or nature soever, and the above-bargained RIGHT OF WAY AND EASEMENT in the quiet and peaceable possession, use and enjoyment of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:
R. Reinhardt
Secretary.

The Denver Union Stock Yard Co.
By J. White
President.

APPROVED AS TO FORM
HENRY E. MAY
ATTORNEY FOR CITY AND COUNTY OF DENVER
BY Henry E. May
7/26
ASSISTANT ATTORNEY

THIS DEED, Made this SECOND day of February in the Year of our Lord One Thousand Nine Hundred and Twenty-five between The Denver Union Stock Yard Company a corporation, duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and CITY AND COUNTY OF DENVER, a Municipal Corporation of the State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, a RIGHT OF WAY AND EASEMENT, ten feet in width, over, across, upon, in, through and under the following described real property, situate, lying and being in the City and County of Denver, and State of Colorado, to-wit:

Part of the north one-half ($N\frac{1}{2}$) of Southwest one quarter ($SW\frac{1}{4}$) of Southwest one quarter ($SW\frac{1}{4}$) of Section Fourteen (14), Township three (3) south of Range sixty eight (68) west of the sixth (6th) principal Meridian.

for the purpose of constructing, inspecting, repairing, maintaining and operating a SANITARY SEWER to be constructed not less than ten feet under the surface of the ground, the center line of which RIGHT OF WAY AND EASEMENT is described as follows, to-wit:

Commencing at a point on the west line of the north $\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of section 14, T. 3 S., R. 68 W., 5 feet south of the northwest corner thereof; thence easterly and parallel to the north line of said $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of said Section 14, a distance of 841 feet; thence northeasterly 7.4 feet more or less to a point on said north line 846.46 feet easterly from the NW corner of the $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ of said section 14. Party of first part reserves the right and shall be granted the privilege of the reasonable use and the right to connect to said sewer without charge, except the usual fees for permits.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereto appertaining, to the only proper use, benefit and behoof of said party of the second part, its successors and assigns forever; RESERVING, HOWEVER, to the party of the first part, its successors and assigns, the right to utilize and enjoy the above-described premises, providing the same shall not interfere with the construction, repair, inspection or operation of said sewer; it being the intention hereof to grant to the party of the second part, its successors and assigns a RIGHT OF WAY AND EASEMENT, through the said real property, for the above mentioned purposes, the fee to the same remaining in the party of the first part.

AND the party of the first part does hereby release, acquit and discharge the said party of the second part from any and all claims and demands whatsoever that it has or may have against said party of the second part, for or on account of the construction and repair of said sewer across, upon, in, through or under said premises.

AND the said The Denver Union Stock Yard Company, party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents it is well seized of the said premises through which said RIGHT OF WAY AND EASEMENT are granted and conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the said RIGHT OF WAY AND EASEMENT; in manner and form aforesaid, and that the said premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances, of whatever kind or nature soever, and the above-bargained RIGHT OF WAY AND EASEMENT in the quiet and peaceable possession, use and enjoyment of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

A. Reinhardt
Secretary

The Denver Union Stock Yard Co.
By J. W. [Signature]
President

REMOVED AS TO FORM
HENRY E. MAY
ATTORNEY AT LAW
BY [Signature]
ASSISTANT ATTORNEY

BOOK 3539 PAGE 394

STATE OF COLORADO

COUNTY OF _____

I, _____ in and for said _____ County, in the State aforesaid, do hereby certify that:

who are personally known to me to be the same persons whose names are subscribed to the foregoing Deed as having executed the same respectively as _____ President and Secretary of The _____ a corporation, and who are known to me to be such officers, respectively, appeared before me this day in person, and severally acknowledged: That the seal affixed to the foregoing instrument is the corporate seal of said corporation; that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said _____ is the _____ President of said corporation, and the said _____ is the Secretary thereof; that by the authority of said corporation they respectively subscribed their names thereto as _____ President and Secretary, and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and _____ seal this _____ day of _____, A. D. 191_____

My commission expires _____ A. D. 191_____

Approved as to Form:

Approved as to Description:

Attorney for said City and County of Denver.

William S. Lail

Engineer, City and County of Denver.

No 817859

Right of Way for Sewer

*The Denver Union Stock
Yards Co.*

TO

City and County of Denver
A Municipal Corporation

STATE OF COLORADO

CITY & COUNTY OF DENVER } ss:
County of _____

I hereby certify that this instrument was

filed for record in my office at 9:25

o'clock *A.M.*, MAY - 4 1925, 191

and is duly recorded in book 3539

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William S. Lail
CLERK & RECORDER Recorder.

By *Max Hym*
Deputy.

Fee _____

After recordation mail to

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BOARD OF PUBLIC WORKS
CITY HALL,
307 City Hall DENVER, COLORADO