

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date (defined below) by and between the CITY AND COUNTY OF DENVER, a home rule city and a municipal corporation of the State of Colorado (the “City”) and COLORADO DEPARTMENT OF TRANSPORTATION, a division of the State of Colorado (“CDOT”). City and CDOT may be referred to individually as “Party” or collectively, “Parties.”

WHEREAS, CDOT is the fee owner of certain parcels of land located at 620 W. Wesley Avenue, 621 W. Wesley Avenue and 2260 S. Fox Street in City and County of Denver, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (“CDOT Parcel”);

WHEREAS, City is the fee owner of that certain parcel of land located at 2300 W. 11th Avenue in City and County of Denver, as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (“City Parcel”);

WHEREAS, CDOT Parcel and City Parcel may be individually referred to as “Parcel” or collectively, “Parcels”; and

WHEREAS, CDOT and City hereby wish to exchange the Parcels identified above.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows.

AGREEMENT

1. CONVEYANCE.

1.1 Conveyance of Property by Quitclaim Deed.

Subject to the terms and conditions of this Agreement, the Parties hereby agree to exchange the Parcels described herein. The Parties shall exchange the Parcels by Quitclaim Deed in substantially the form attached hereto as **Exhibits C-1** and **C-2**. For purposes of this Agreement, a Party who is intending to convey title to a Parcel at Closing is sometimes referred to hereinafter as “Granting Party” and a party who is intending to accept title at Closing is sometimes referred to as “Grantee Party.”

1.2 Consideration.

CDOT and City hereby agree that the CDOT Parcel and the City Parcel are generally of like kind and equal value and that the transaction described herein is an even exchange subject to the obligations set forth herein.

1.3 Use.

CDOT and City agree that CDOT will continue to use the City Parcel as a maintenance facility and motor pool and the City will use the CDOT Parcel for temporary shelter facilities. Should CDOT or the City abandon either Parcel and provide notice to the Granting Party in writing, the Parcel will immediately revert back to the original owner. For the purposes of this Agreement, in order for the City to abandon its Parcel, "Abandon" means six (6) consecutive months with no inhabitants of temporary housing units on the Parcel. For the purposes of this Agreement, in order for CDOT to abandon its Parcel, "Abandon" means six (6) consecutive months without the storage of maintenance equipment, motor pool equipment or staff use at the Parcel. Additionally, at no point will an Abandonment of a portion of a Parcel constitute Abandonment under the terms of this Agreement. In order to Abandon a Parcel, Grantee Party must Abandon the entire Parcel. At the time of abandonment, the grantee of the Reverter may request the party previously in possession of the relevant Parcel to remove some or all improvements from the property at the expense of the Grantor Party. Any such improvement removal shall be completed no later than 120 days after the date of Abandonment.

1.4 Additional Conditions.

City agrees to demolish and reconstruct the soundwall fence that borders the CDOT Parcel. The soundwall fence shall be reconstructed in accordance with the plan shown and incorporated herein as **Exhibit D**. The soundwall fence shall be completely constructed within 120 days after the Effective Date of this Agreement.

1.5 Closing.

A closing shall be scheduled by and between the Parties, at a mutually convenient time and place, as described in Section 5.2 herein, at which time the Parties shall execute a Quitclaim Deed for their respective Parcels, and shall deliver such Quitclaim Deed to the other Party. Each Party shall be responsible for the recordation of the Quitclaim Deed for any Parcel they are to receive hereunder.

2. CONDITION OF TITLE; PHYSICAL CONDITION OF THE PARCELS.

2.1 Each Party does hereby represent to the other Party that the following are true at the time of execution of this Agreement, and shall continue to be true as of the date of Closing (defined below):

- a. Each Party has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required except as set forth herein.
- b. CDOT and City have no knowledge of any outstanding judgments or litigation that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the CDOT Parcel or City Parcel. CDOT and City have no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations pertaining to the CDOT Parcel or City Parcel, including any which might result in any cloud upon title.
- c. CDOT and City shall cooperate with each other before, during and after closing to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

2.2 CDOT and City hereby acknowledges that neither has made any warranties and has made no representations concerning the physical condition of the CDOT Parcel or City Parcel or the title to such Parcels, except as stated herein.

2.3 CDOT and City acknowledge that they have had a reasonable opportunity, prior to Closing, to inspect the physical condition of the CDOT Parcel and City Parcel and to examine the title to such Parcel at its own cost and expense.

2.4 CDOT and City, by signature on this Agreement of its duly authorized representative, acknowledges that it has inspected the Parcel it is acquiring hereunder and each Party acknowledges that it is familiar with the physical conditions and limitations, if any, of such Parcel, the status of its legal description, title and any easements or other encumbrances that may affect title to such Parcel.

2.5 CDOT and City hereby accept conveyance of the Parcel it is acquiring hereunder, subject to any easements of record, through the execution and delivery of a Quitclaim Deed.

2.6 CDOT hereby accepts the City Parcel and City hereby accepts the CDOT Parcel in an "as is" condition.

3. SURVEY.

3.1 The Parties may, at their discretion and expense, obtain a survey of the Parcel they are acquiring hereunder and each Party, including its surveyor, may enter the Parcel for purposes of completing a survey.

4. CLOSING AND COSTS.

4.1 Costs. The Parties shall each bear their own closing costs and fees.

4.2 Closing. Closing shall occur thirty (30) days after the Effective Date or a date mutually agreed to by the Parties ("Closing"). All taxes, assessments and other customary items, if any, shall be prorated between the Parties as of the date of Closing. The date, time and place of Closing may be agreed upon, on behalf of the City, by the Director of Division of Real Estate for the City. Possession of the properties shall be delivered to the respective Parties as of the date of Closing, or as otherwise mutually agreed by the Parties.

5. TERMINATION BY CDOT OR CITY. In the event any contingency or condition set forth in Section 2 herein is not satisfactory to the CDOT or City, or a condition that can be cured is not cured by any Party to the other Party's satisfaction before Closing, CDOT or City shall be entitled to terminate this Agreement.

6. DEFAULT. In the event all other conditions of this Agreement required to be performed by a Party hereunder has been performed, and the other Party fails to close on the date of Closing, the performing Party shall not be entitled to specific performance. In event the CDOT or City fail to close on the date of Closing and the Parties do not mutually agree in writing to extend the date for Closing, the Parties shall walk away whole and this Agreement shall be null and void, as if it had never been entered into, with neither Party owing any compensation or damages to the other Party.

7. NOTICES. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or

attempted delivery; or (c) sent by PDF or email. All Notices shall be deemed effective when actually delivered as documented in a delivery receipt.

If to City:

Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202
Mike.Johnston@denvergov.org

With copies to:

Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202
Kerry.Tipper@denvergov.org

Director of Real Estate
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202
Lisa.Lumley@denvergov.org

If to CDOT:

Colorado Department of Transportation
Keith Stefanik, P.E.
Chief Engineer
2829 West Howard Place
Denver, Colorado 80204
Keith.Stefanik@state.co.us

8. GENERAL PROVISIONS.

8.1 Electronic Signatures and Electronic Records. The Parties consent to the use of electronic signatures. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature,

on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

8.2 No Discrimination in Employment. In connection with the performance duties under the Agreement, CDOT agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability; and further agrees to insert the foregoing provision in all subcontracts relating to the Agreement.

8.3 Entire Agreement. This Agreement contains the entire agreement between the CDOT and City respecting the subject matter hereof and supersedes all prior understandings and negotiations respecting such subject matter.

8.4 Choice of Law. This Agreement shall be governed and interpreted according to the Laws of the State of Colorado.

8.5 Amendment of this Agreement. This Agreement may be amended only by a writing signed by both City and CDOT.

8.6 Brokers. The Parties hereby expressly acknowledge that no brokers have been involved in this transaction.

8.7 Representations Survive Closing. All representations and agreements made by CDOT and/or City in this Agreement shall survive the closing.

8.8 Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to CDOT's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. CDOT shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information

acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

8.9 No Construction against the Drafting Party. The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

8.10 Conflict of Interest by City Officers. CDOT represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this Agreement except as such interest may arise as a result of the lawful discharge.

8.11 Subject To Council Approval. This Agreement is subject to the approval of the City Council in accordance with the provisions of the City Charter, and this Agreement shall not take effect until its final approval by City Council and until signed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor.

8.12 Appropriation by City Council. All obligations of the City under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

8.13 Effective Date. The effective date shall be the date the City delivers a fully executed electronic copy of this Agreement to the CDOT, via electronic mail to CDOT ("Effective Date").

[Signature Pages Follow]

Contract Control Number:

FINAN-202371129-00

Contractor Name:

Colorado Department of Transportation

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202371129-00
Colorado Department of Transportation

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DEPARTMENT OF TRANSPORTATION,
STATE OF COLORADO

By: 
Keith Stefanik, P.E.
Chief Engineer

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of December 2023,
by Keith Stefanik, P.E., as Chief Engineer of the Department of Transportation, State of
Colorado.

Witness my hand and official seal.



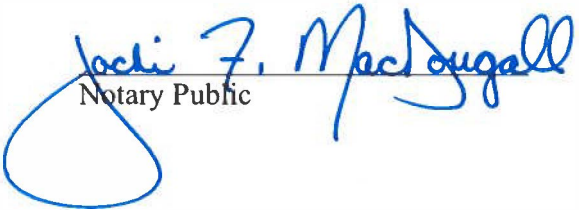

Notary Public

Exhibit A

**Legal Descriptions for 620 W. Wesley Avenue, 621 W. Wesley Avenue and 2260 S. Fox
Street – CDOT Parcel**



620 W. Wesley Avenue

A parcel of land lying in the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Block 83, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of those parcels of land (Parcel 45, Parcel 46 and Parcel 47) referred to as Parcel 45R, Parcel 46R and Parcel 47R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the northwest corner of Lot 48, said Block 83, from which the west one-quarter corner of said Section 27 bears N32°44'24"W, 853.22 feet;

thence N89°54'24"E, along the north line of said Block 83, 99.56 feet, to the approximate Barrier Wall;

thence S13°16'45"W, along said approximate Barrier Wall, 431.53 feet, to the east line of that 16 foot wide alley lying within said Block 83;

thence N00°03'36"W, along said east line, 419.83 feet, to the Point of Beginning.

Containing 20,899 square feet (0.480 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

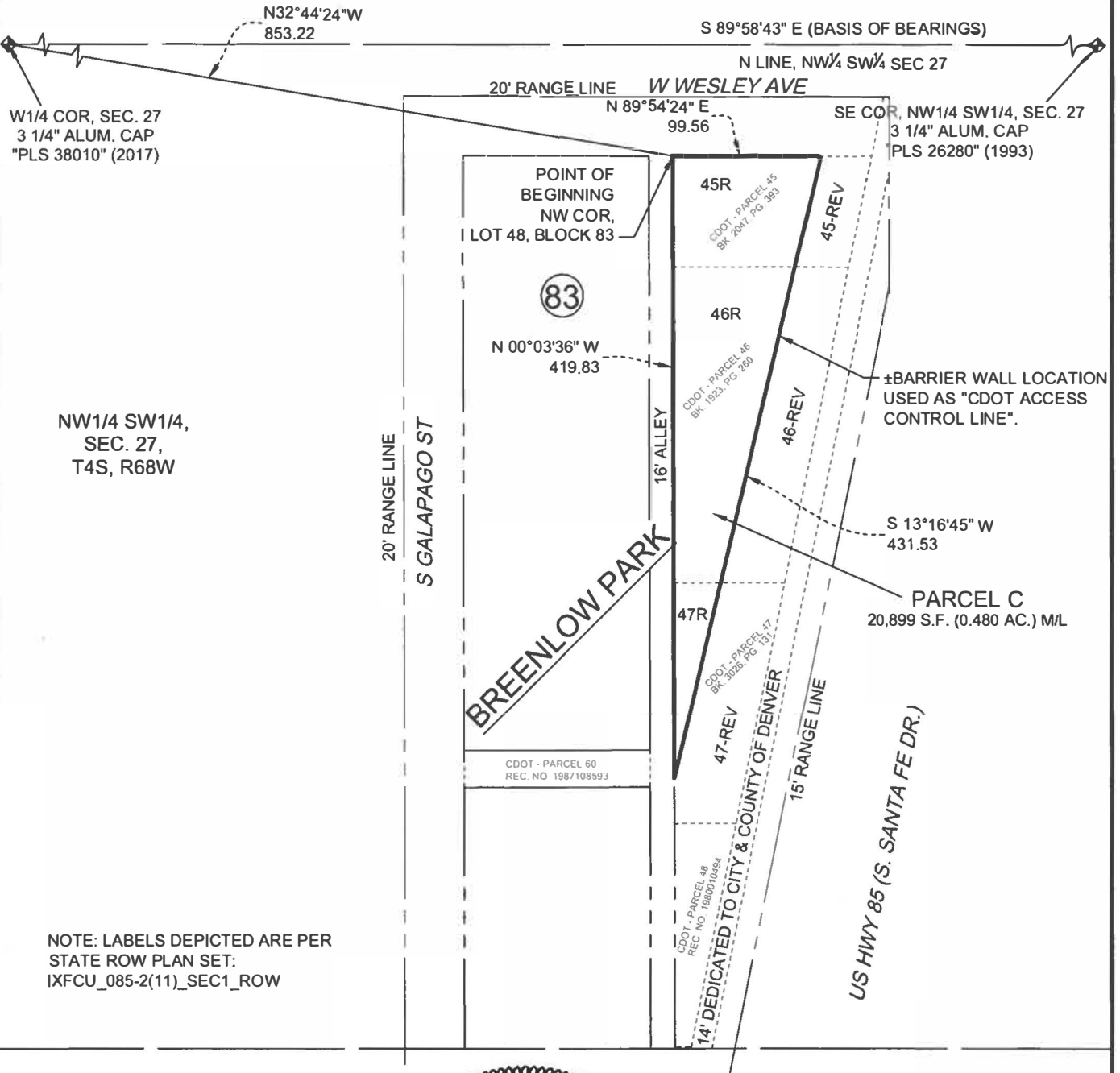
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 9, 2023, under Job No. 174398-2.0, for the City and County of Denver, and is not to be construed as representing a monumented land survey.

NOTE: The existing Barrier Wall location along the west side of US Highway 85 was used as the CDOT ACCESS CONTROL LINE as located in September 2023. Per CDOT ROW Plan Set (Project Number NHPP0852-110) *"The approximate existing access/barrier line IXFCU 085-2(11) Sec.1 Geometry is incomplete. Note: CDOT will monument the west side of U.S. 85 (Santa Fe) from Harvard Ave. to Florida Ave. after Project Parcel Determinations are established.*

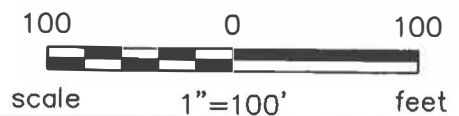
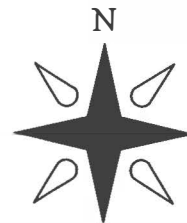
It does not appear the ACCESS CONTROL LINE has been monumented or delineated. There are portions of the Barrier Wall that have been eroded or destroyed. This legal description represents our best estimation of the location of the Barrier Wall.



Monte L. Sudbeck, PLS 38503



NOTE: LABELS DEPICTED ARE PER
STATE ROW PLAN SET:
IXFCU_085-2(11)_SEC1_ROW



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



621 W. Wesley Avenue

A parcel of land lying in the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Blocks 47 and 48, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of vacated South Fox Street, per Ordinance 104, Series of 1915, City and County of Denver Records, also being a portion of those parcels of land (Parcel 39, Parcel 40, Parcel 41, Parcel 42, Parcel 43 and Parcel 44) referred to as Parcel 39R, Parcel 40R, Parcel 41R, Parcel 42 R, Parcel 43R and Parcel 44R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the northwest corner of Lot 48, said Block 48, from which the west one-quarter corner of said Section 27 bears N82°51'54"W, 464.35 feet;

thence N89°54'24"E, along the north line of said Blocks 47, 48 and vacated South Fox Street, to the approximate Barrier Wall, 185.09 feet;
thence S05°57'03"W, along said approximate Barrier Wall, 525.75 feet;
thence S10°20'37"W, along said approximate Barrier Wall, 39.00 feet;
thence S12°44'41"W, along said approximate Barrier Wall, 39.81 feet, to the south line of said Block 48;
thence S89°54'24"W, along said south line, 114.17 feet;
thence N00°03'36"W, along the east line of that 16 foot wide alley lying within said Block 48, 600.00 feet, to the Point of Beginning.

Containing 91,833 square feet (2.108 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

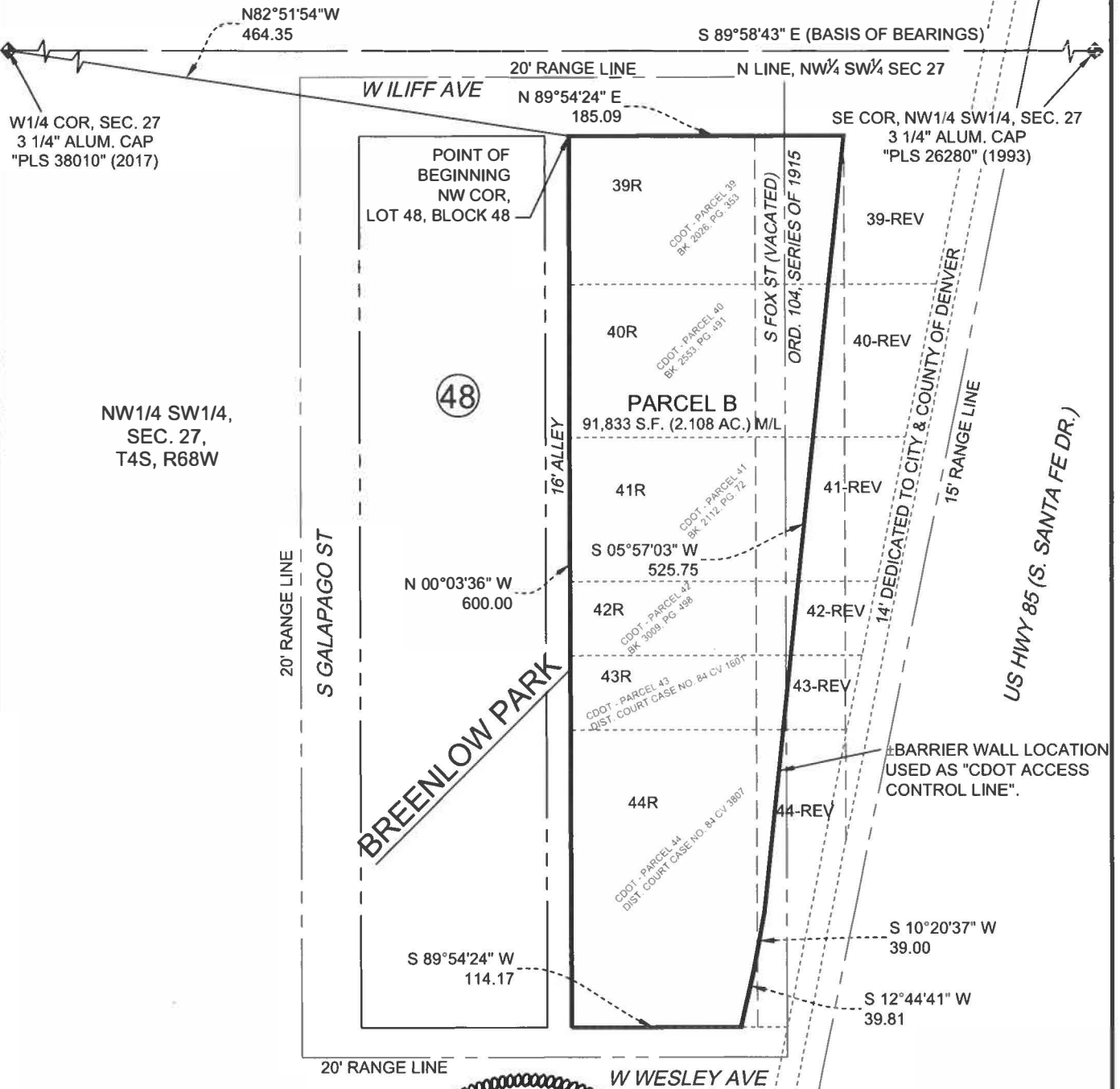
For the purpose of this description, bearings are based on the north line of the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 9, 2023, under Job No. 174398-2.0, for the City and County of Denver, and is not to be construed as representing a monumented land survey.

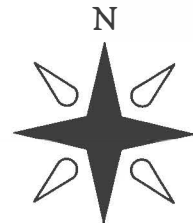
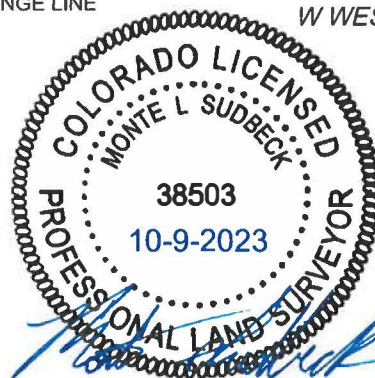
NOTE: The existing Barrier Wall location along the west side of US Highway 85 was used as the CDOT ACCESS CONTROL LINE as located in September 2023. Per CDOT ROW Plan Set (Project Number NHPP0852-110) *"The approximate existing access/barrier line IXFCU 085-2(11) Sec.1 Geometry is incomplete. Note: CDOT will monument the west side of U.S. 85 (Santa Fe) from Harvard Ave. to Florida Ave. after Project Parcel Determinations are established.*

It does not appear the ACCESS CONTROL LINE has been monumented or delineated. There are portions of the Barrier Wall that have been eroded or destroyed. This legal description represents our best estimation of the location of the Barrier Wall.





NOTE: LABELS DEPICTED ARE PER
STATE ROW PLAN SET:
IXFCU_085-2(11)_SEC1_ROW



100 0 100
scale 1"=100' feet



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



2260 S. Fox Street

A parcel of land lying in the southwest one-quarter of the northwest one-quarter (SW1/4 NW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Block 46, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of those parcels of land (Parcel 34-REV, Parcel 34-A, Parcel 35, Parcel 37 and Parcel 38) referred to as Parcel 34R, Parcel 34AR, Parcel 35R, Parcel 37R and Parcel 38R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the southwest corner of said Block 46, from which the west one-quarter corner of said Section 27 bears S89°44'13"W, 645.79 feet;

thence N00°03'46"W, along the west line of said Block 46, 425.00 feet ;
thence N89°54'24"E, along the north line of said Parcel 34-REV, as described in Book 1996, Page 23, recorded August 30th, 1979, City and County of Denver Records, 100.06 feet;
thence S00°03'36"W, along the east line of said Parcel 34-REV, 20.00 feet;
thence N89°54'24"E, along said north line, 12.32 feet, to the approximate Barrier Wall;
thence S12°16'45"W, along said approximate Barrier Wall, 414.63 feet, to the south line of said Block 46;
thence S89°54'24"W, along said south line, 23.78 feet, to the Point of Beginning.

Containing 29,573 square feet (0.679 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

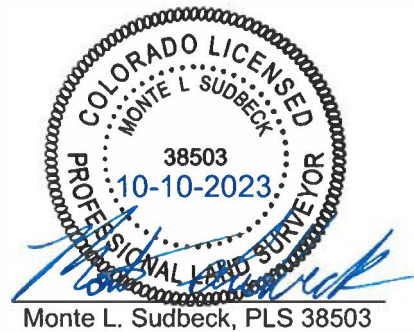
As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southwest one-quarter of the northwest one-quarter (SW1/4 NW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

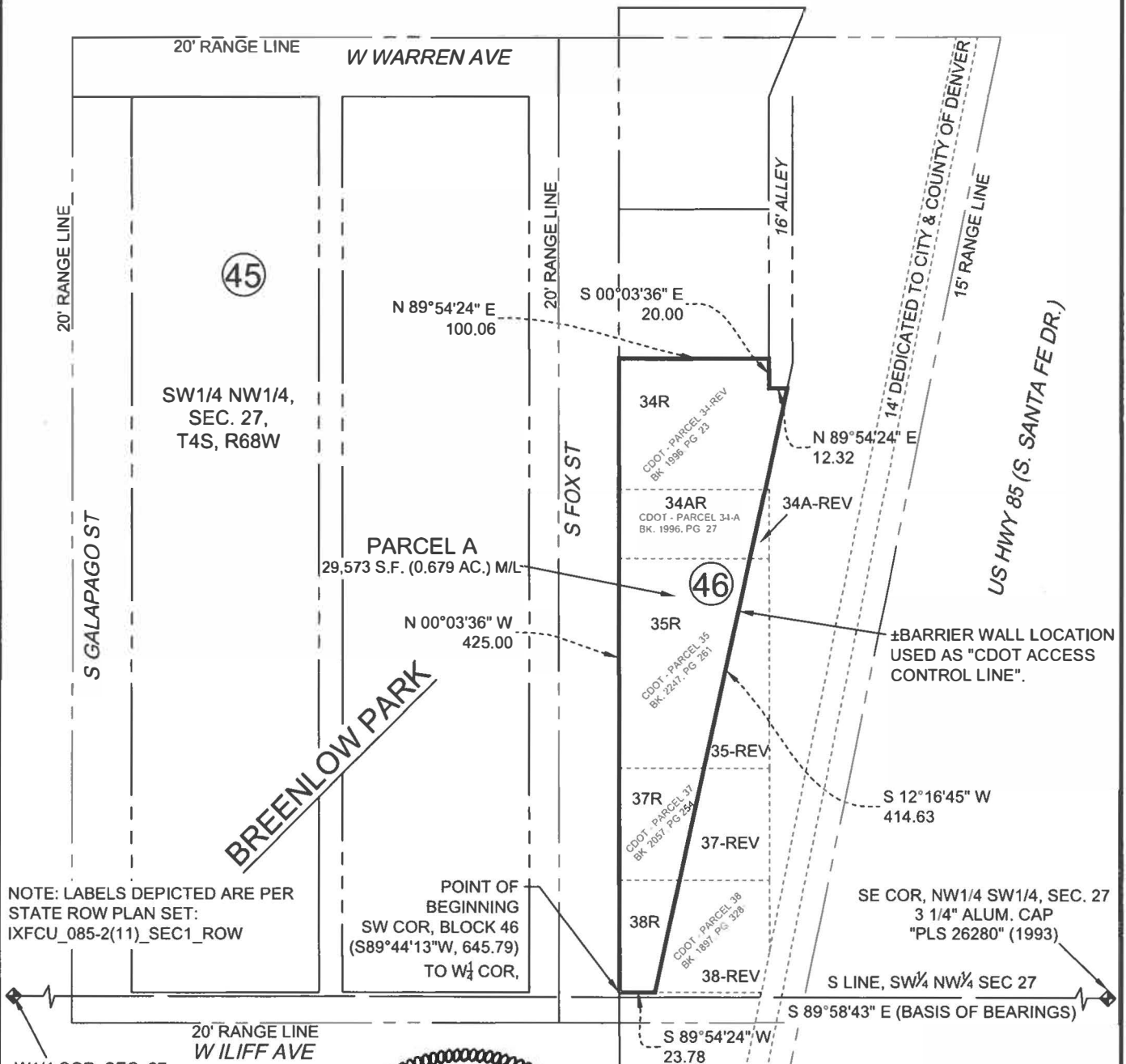
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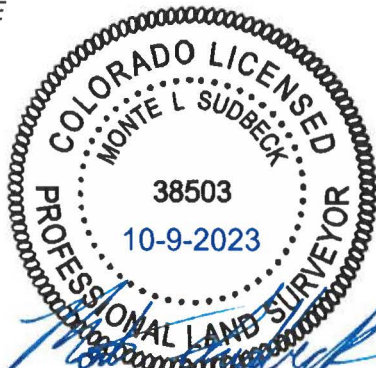
Monte L. Sudbeck, PLS 38503



NOTE: LABELS DEPICTED ARE PER STATE ROW PLAN SET: IXFCU_085-2(11)_SEC1_ROW

NW1/4 SW1/4, SEC. 27, T4S, R68W

2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



100 0 100
scale 1"=100' feet

Exhibit B
Legal Description for 2300 W. 11th Avenue – City Parcel

PARCEL A:

BEGINNING AT THE SOUTHWEST CORNER (SW COR) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FOUR (4) IN TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN; RUNNING THENCE WEST ONE HUNDRED SEVENTY ONE (171) FEET, MORE OR LESS, TO LAND HERETOFORE CONVEYED BY SAID FRANK JEROME TO SAID SECOND PARTY BY DEED IN BOOK 346 AT PAGE 411 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER (FORMERLY THE COUNTY OF ARAPAHOE) IN THE STATE OF COLORADO; THENCE NORTH FIVE HUNDRED SIXTY (560), MORE OR LESS, TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE DENVER WATER COMPANY OUTLET CANAL; THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY ONE HUNDRED SEVENTY ONE (171) FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOUR (4); THENCE SOUTH TO PLACE OF BEGINNING; ALSO ALL THAT PART OF LOT NUMBERED THIRTEEN (13), EXCEPT THE NORTH FIVE (5) FEET THEREOF, LOT FOURTEEN (14) AND THE NORTH FIFTEEN AND ONE HALF (15 1/2) FEET OF LOT FIFTEEN (15) IN BLOCK FOUR (4), LYING EAST OF A LINE WHICH IS NINETY-FIVE (95) FEET EAST OF AND PARALLEL TO THE WEST LINE OF BLOCK FOUR (4), FIRST ADDITION TO JEROME PARK; AND ALL THAT PART OF LOTS NUMBERED TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THE NORTH FIVE (5) FEET OF THIRTEEN (13), THE SOUTH 10 FEET OF FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), IN BLOCK NUMBERED FOUR (4), FIRST ADDITION TO JEROME PARK, LYING EAST OF A LINE WHICH IS SEVENTY-FIVE (75) FEET EAST OF AND PARALLEL TO THE WEST LINE OF BLOCK FOUR, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION FOUR (4), TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST, DESCRIBED AS FOLLOWS:
COMMENCING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4), TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST, AT A POINT ON THE SAID EAST LINE SIX HUNDRED AND SIXTY (660) FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION FOUR (4), AND RUNNING THENCE WEST AT RIGHT ANGLES TO THE AFORESAID EAST LINE NINE

HUNDRED AND TEN (910) FEET; THENCE AT AN ACUTE ANGLE SOUTH $58^{\circ} 25'$ EAST ONE HUNDRED AND NINETY (190) FEET; THENCE AT AN OBTUSE ANGLE EAST SEVEN HUNDRED AND FIFTY (750) FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4) AFORESAID, AT A POINT ON SAID EAST LINE FIVE HUNDRED AND SIXTY (560) FEET NORTH OF THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4) AFORESAID; THENCE NORTH ON SAID LINE ONE HUNDRED (100) FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE ROBINSON BRICK COMPANY BY DEED RECORDED JULY 8, 1948 IN BOOK 6412 AT PAGE 324, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 660 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST AT RIGHT ANGLES 861.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE AFORESAID LINE EXTENDED A DISTANCE OF 48.85 FEET; THENCE SOUTH $58^{\circ} 25'$ EAST 52.65 FEET; THENCE NORTHERLY 27.27 FEET TO THE TRUE POINT OF BEGINNING; CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit C-1
Form of Quitclaim Deed: Deed from CDOT to City

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: House 1000 CDOT Land Exchange
Asset Mgmt No.: _____

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between the COLORADO DEPARTMENT OF TRANSPORTATION a _____ ("Grantor"), and THE CITY AND COUNTY OF DENVER a municipal corporation whose address is _____ ("Grantee").

WITNESS, that Grantor, for and in consideration of the sum of _____ (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A**

REVERTER: Title to all the Property shall revert to Grantor or the then assignee of Grantor's rights hereunder upon abandonment of the Property. "Abandon" means six (6) consecutive months with no inhabitants of temporary housing units on the Parcel.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Exhibit A
To a QCD from CDOT to City



620 W. Wesley Avenue

A parcel of land lying in the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Block 83, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of those parcels of land (Parcel 45, Parcel 46 and Parcel 47) referred to as Parcel 45R, Parcel 46R and Parcel 47R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the northwest corner of Lot 48, said Block 83, from which the west one-quarter corner of said Section 27 bears N32°44'24"W, 853.22 feet;

thence N89°54'24"E, along the north line of said Block 83, 99.56 feet, to the approximate Barrier Wall;

thence S13°16'45"W, along said approximate Barrier Wall, 431.53 feet, to the east line of that 16 foot wide alley lying within said Block 83;

thence N00°03'36"W, along said east line, 419.83 feet, to the Point of Beginning.

Containing 20,899 square feet (0.480 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

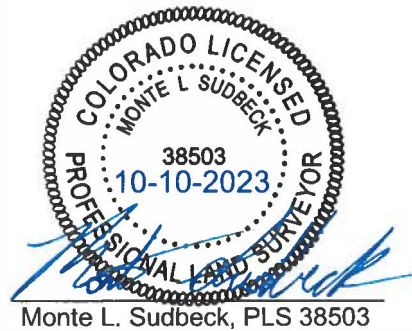
As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

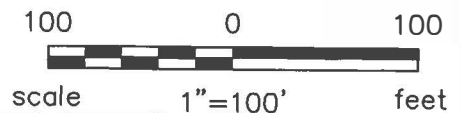
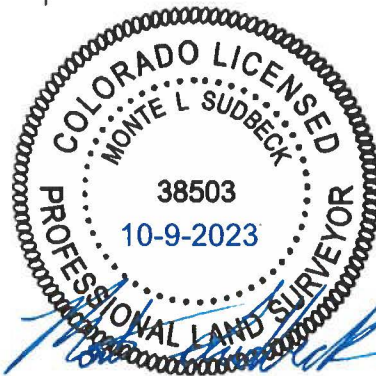
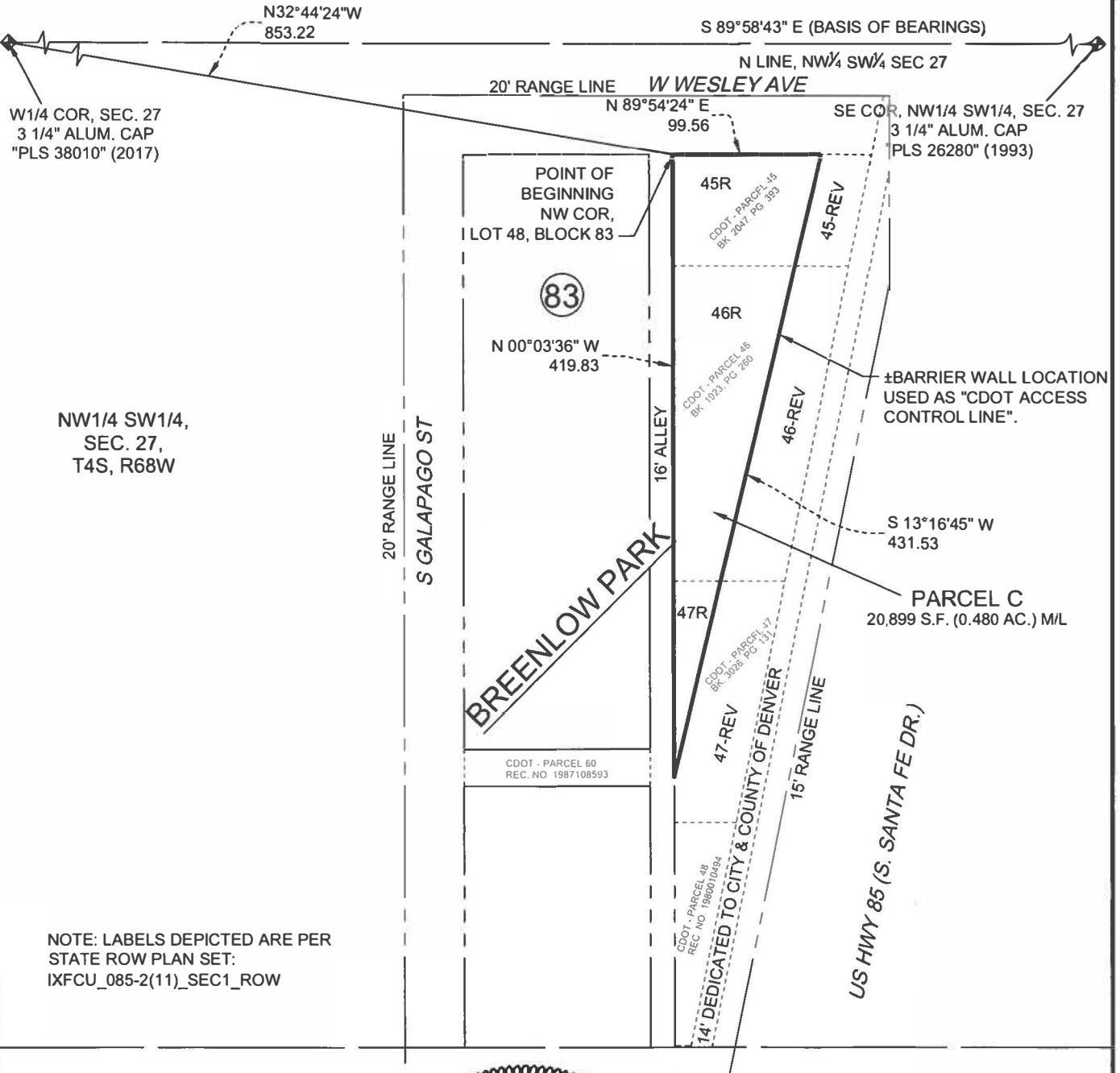
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 9, 2023, under Job No. 174398-2.0, for the City and County of Denver, and is not to be construed as representing a monumented land survey.

NOTE: The existing Barrier Wall location along the west side of US Highway 85 was used as the CDOT ACCESS CONTROL LINE as located in September 2023. Per CDOT ROW Plan Set (Project Number NHPP0852-110) *"The approximate existing access/barrier line IXFCU 085-2(11) Sec.1 Geometry is incomplete. Note: CDOT will monument the west side of U.S. 85 (Santa Fe) from Harvard Ave. to Florida Ave. after Project Parcel Determinations are established.*

It does not appear the ACCESS CONTROL LINE has been monumented or delineated. There are portions of the Barrier Wall that have been eroded or destroyed. This legal description represents our best estimation of the location of the Barrier Wall.



Monte L. Sudbeck, PLS 38503



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



621 W. Wesley Avenue

A parcel of land lying in the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Blocks 47 and 48, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of vacated South Fox Street, per Ordinance 104, Series of 1915, City and County of Denver Records, also being a portion of those parcels of land (Parcel 39, Parcel 40, Parcel 41, Parcel 42, Parcel 43 and Parcel 44) referred to as Parcel 39R, Parcel 40R, Parcel 41R, Parcel 42 R, Parcel 43R and Parcel 44R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the northwest corner of Lot 48, said Block 48, from which the west one-quarter corner of said Section 27 bears N82°51'54"W, 464.35 feet;

thence N89°54'24"E, along the north line of said Blocks 47, 48 and vacated South Fox Street, to the approximate Barrier Wall, 185.09 feet;
thence S05°57'03"W, along said approximate Barrier Wall, 525.75 feet;
thence S10°20'37"W, along said approximate Barrier Wall, 39.00 feet;
thence S12°44'41"W, along said approximate Barrier Wall, 39.81 feet, to the south line of said Block 48;
thence S89°54'24"W, along said south line, 114.17 feet;
thence N00°03'36"W, along the east line of that 16 foot wide alley lying within said Block 48, 600.00 feet, to the Point of Beginning.

Containing 91,833 square feet (2.108 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the north line of the northwest one-quarter of the southwest one-quarter (NW1/4 SW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

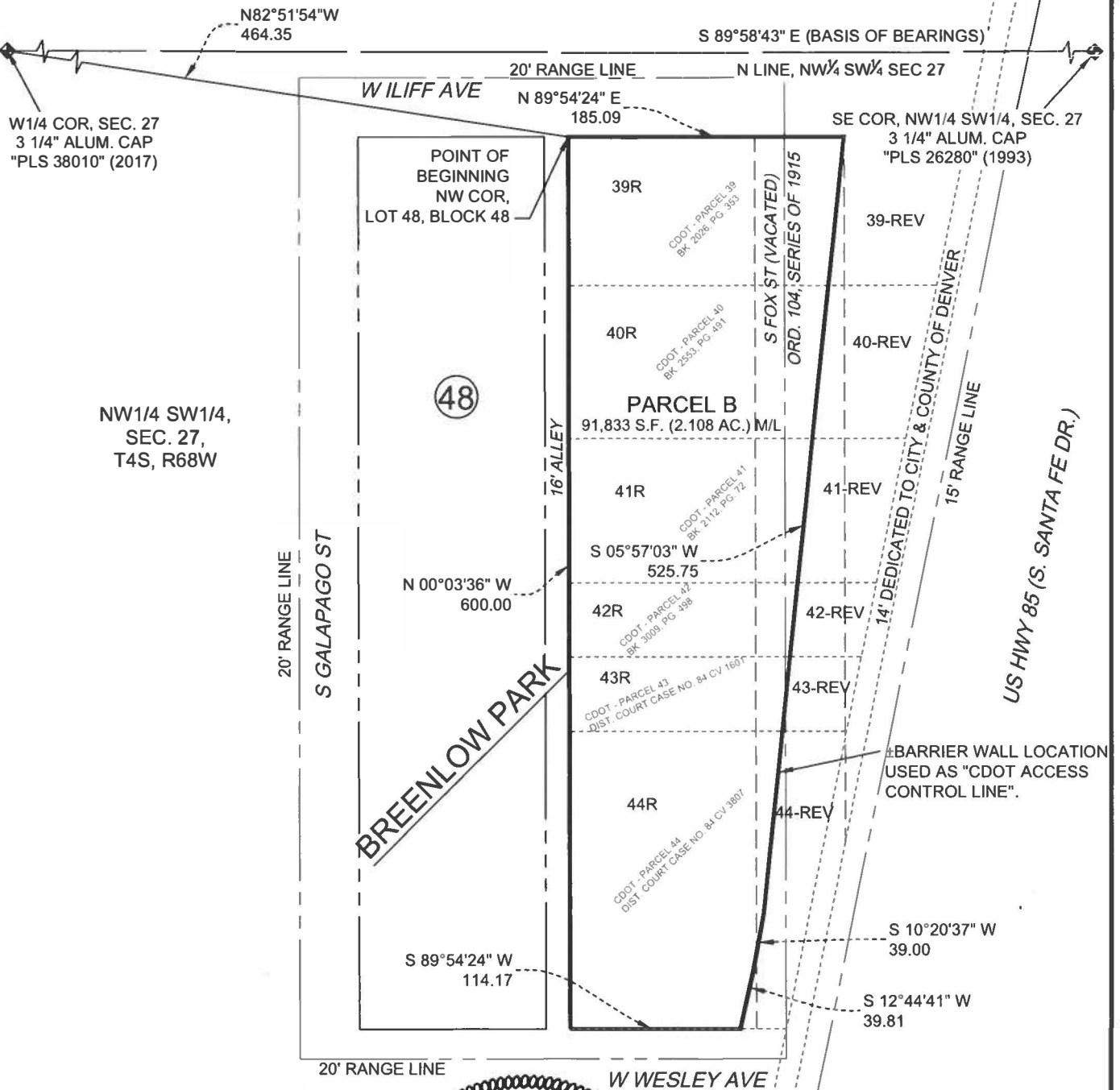
The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 9, 2023, under Job No. 174398-2.0, for the City and County of Denver, and is not to be construed as representing a monumented land survey.

NOTE: The existing Barrier Wall location along the west side of US Highway 85 was used as the CDOT ACCESS CONTROL LINE as located in September 2023. Per CDOT ROW Plan Set (Project Number NHPP0852-110) *"The approximate existing access/barrier line IXFCU 085-2(11) Sec.1 Geometry is incomplete. Note: CDOT will monument the west side of U.S. 85 (Santa Fe) from Harvard Ave. to Florida Ave. after Project Parcel Determinations are established.*

It does not appear the ACCESS CONTROL LINE has been monumented or delineated. There are portions of the Barrier Wall that have been eroded or destroyed. This legal description represents our best estimation of the location of the Barrier Wall.



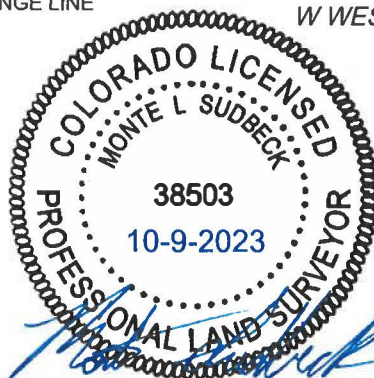
Monte L. Sudbeck, PLS 38503



NOTE: LABELS DEPICTED ARE PER
STATE ROW PLAN SET:
IXFCU_085-2(11)_SEC1_ROW



2000 S. Colorado Blvd
Suite 6000
Denver, Colorado 80222
Phone: 303-586-5800
FAX: 303-586-5801
www.sehinc.com



100 0 100
scale 1"=100' feet



2260 S. Fox Street

A parcel of land lying in the southwest one-quarter of the northwest one-quarter (SW1/4 NW1/4) of Section 27, Township 4 South, Range 68 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado, being a portion of Block 46, plat of BREENLOW PARK, City and County of Denver Records, also being a portion of those parcels of land (Parcel 34-REV, Parcel 34-A, Parcel 35, Parcel 37 and Parcel 38) referred to as Parcel 34R, Parcel 34AR, Parcel 35R, Parcel 37R and Parcel 38R, as shown on *CDOT ROW Plans Project Number IXFCU 085-2(11) Sec 1 UTQFCU 085-2(2)*, described as follows:

Beginning at the southwest corner of said Block 46, from which the west one-quarter corner of said Section 27 bears S89°44'13"W, 645.79 feet;

thence N00°03'46"W, along the west line of said Block 46, 425.00 feet ;
thence N89°54'24"E, along the north line of said Parcel 34-REV, as described in Book 1996, Page 23, recorded August 30th, 1979, City and County of Denver Records, 100.06 feet;
thence S00°03'36"W, along the east line of said Parcel 34-REV, 20.00 feet;
thence N89°54'24"E, along said north line, 12.32 feet, to the approximate Barrier Wall;
thence S12°16'45"W, along said approximate Barrier Wall, 414.63 feet, to the south line of said Block 46;
thence S89°54'24"W, along said south line, 23.78 feet, to the Point of Beginning.

Containing 29,573 square feet (0.679 acres) more or less.

All lineal distances shown hereon are in U.S. Survey Feet.

As shown on Exhibit A, Sheet 3 of 3, attached hereto and made a part hereof.

For the purpose of this description, bearings are based on the south line of the southwest one-quarter of the northwest one-quarter (SW1/4 NW1/4) of said Section 27, which is assumed to bear S89°58'43"E, monumented as shown on the attached illustration.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S. Colorado Blvd, Suite 6000, Denver, CO 80222, on October 9, 2023, under Job No. 174398-2.0, for the City and County of Denver, and is not to be construed as representing a monumented land survey.

NOTE: The existing Barrier Wall location along the west side of US Highway 85 was used as the CDOT ACCESS CONTROL LINE as located in September 2023. Per CDOT ROW Plan Set (Project Number NHPP0852-110) *"The approximate existing access/barrier line IXFCU 085-2(11) Sec.1 Geometry is incomplete. Note: CDOT will monument the west side of U.S. 85 (Santa Fe) from Harvard Ave. to Florida Ave. after Project Parcel Determinations are established.*

It does not appear the ACCESS CONTROL LINE has been monumented or delineated. There are portions of the Barrier Wall that have been eroded or destroyed. This legal description represents our best estimation of the location of the Barrier Wall.



Monte L. Sudbeck, PLS 38503



Exhibit C-2
Form of Quitclaim Deed: Deed from City to CDOT

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between the CITY AND COUNTY OF DENVER a municipal corporation ("Grantor"), and THE COLORADO DEPARTMENT OF TRANSPORTATION a _____ whose address is 2829 West Howard Place, Denver, Colorado 80204 ("Grantee").

WITNESS, that Grantor, for and in consideration of the sum of _____ (\$ _____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A**

EXCEPTING AND RESERVING TO THE GRANTOR THE FOLLOWING EASEMENTS AND RIGHTS OF WAY the use and location of which is more particularly described in the listed in the attached Exhibit B

REVERTER: Title to all the Property shall revert to Grantor or the then assignee of Grantor's rights hereunder upon abandonment of the Property. "Abandon" means six (6) consecutive months without the storage of maintenance equipment, motor pool equipment or staff use at the Parcel.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Paul D. Lopez,
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By: _____
Michael C. Johnston, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Nicole Doheny, Manager of Finance

By: _____
Timothy O'Brien, Auditor

"CITY"

Exhibit A
To a QCD from the City to CDOT

PARCEL A:

BEGINNING AT THE SOUTHWEST CORNER (SW COR) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FOUR (4) IN TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST OF THE SIXTH PRINCIPAL MERIDIAN; RUNNING THENCE WEST ONE HUNDRED SEVENTY ONE (171) FEET, MORE OR LESS, TO LAND HERETOFORE CONVEYED BY SAID FRANK JEROME TO SAID SECOND PARTY BY DEED IN BOOK 346 AT PAGE 411 OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER (FORMERLY THE COUNTY OF ARAPAHOE) IN THE STATE OF COLORADO; THENCE NORTH FIVE HUNDRED SIXTY (560), MORE OR LESS, TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE DENVER WATER COMPANY OUTLET CANAL; THENCE EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY ONE HUNDRED SEVENTY ONE (171) FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION FOUR (4); THENCE SOUTH TO PLACE OF BEGINNING; ALSO ALL THAT PART OF LOT NUMBERED THIRTEEN (13), EXCEPT THE NORTH FIVE (5) FEET THEREOF, LOT FOURTEEN (14) AND THE NORTH FIFTEEN AND ONE HALF (15 1/2) FEET OF LOT FIFTEEN (15) IN BLOCK FOUR (4), LYING EAST OF A LINE WHICH IS NINETY-FIVE (95) FEET EAST OF AND PARALLEL TO THE WEST LINE OF BLOCK FOUR (4), FIRST ADDITION TO JEROME PARK; AND ALL THAT PART OF LOTS NUMBERED TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THE NORTH FIVE (5) FEET OF THIRTEEN (13), THE SOUTH 10 FEET OF FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23), TWENTY-FOUR (24), TWENTY-FIVE (25), TWENTY-SIX (26), TWENTY-SEVEN (27), IN BLOCK NUMBERED FOUR (4), FIRST ADDITION TO JEROME PARK, LYING EAST OF A LINE WHICH IS SEVENTY-FIVE (75) FEET EAST OF AND PARALLEL TO THE WEST LINE OF BLOCK FOUR, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL B:

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4, NW1/4) OF SECTION FOUR (4), TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST, DESCRIBED AS FOLLOWS:
COMMENCING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4), TOWNSHIP FOUR (4) SOUTH, RANGE SIXTY-EIGHT (68) WEST, AT A POINT ON THE SAID EAST LINE SIX HUNDRED AND SIXTY (660) FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION FOUR (4), AND RUNNING THENCE WEST AT RIGHT ANGLES TO THE AFORESAID EAST LINE NINE

HUNDRED AND TEN (910) FEET; THENCE AT AN ACUTE ANGLE SOUTH $58^{\circ} 25'$ EAST ONE HUNDRED AND NINETY (190) FEET; THENCE AT AN OBTUSE ANGLE EAST SEVEN HUNDRED AND FIFTY (750) FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4) AFORESAID, AT A POINT ON SAID EAST LINE FIVE HUNDRED AND SIXTY (560) FEET NORTH OF THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION FOUR (4) AFORESAID; THENCE NORTH ON SAID LINE ONE HUNDRED (100) FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE ROBINSON BRICK COMPANY BY DEED RECORDED JULY 8, 1948 IN BOOK 6412 AT PAGE 324, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL C:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 660 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST AT RIGHT ANGLES 861.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG THE AFORESAID LINE EXTENDED A DISTANCE OF 48.85 FEET; THENCE SOUTH $58^{\circ} 25'$ EAST 52.65 FEET; THENCE NORTHERLY 27.27 FEET TO THE TRUE POINT OF BEGINNING; CITY AND COUNTY OF DENVER, STATE OF COLORADO.

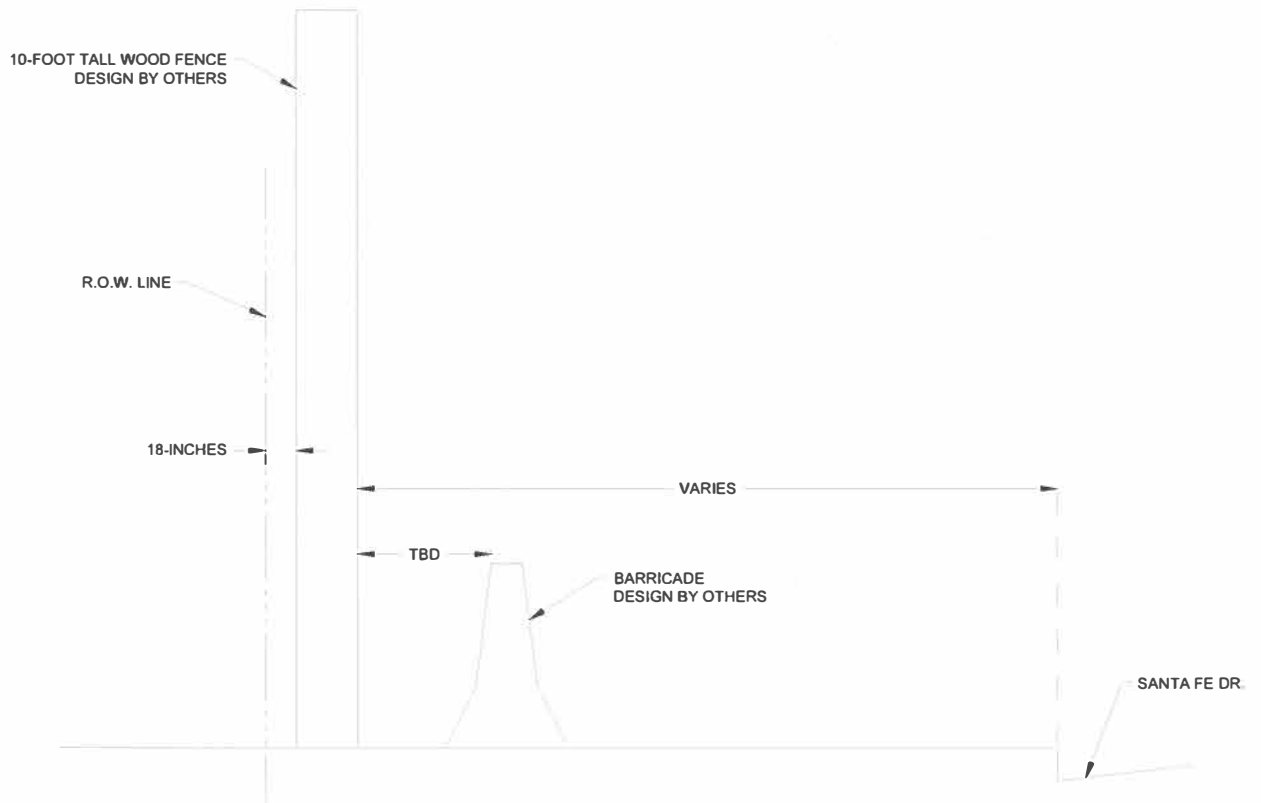
Exhibit B
To a QCD from the City to CDOT

The following easements are excepted and reserved from the Grantor to the Grantee:

1. EASEMENT AS GRANTED TO THE CITY AND COUNTY OF DENVER IN INSTRUMENT RECORDED MARCH 28, 1968 IN BOOK 9860 AT PAGE 124
2. RESERVATION AS CONTAINED IN ORDINANCE NO. 84, SERIES OF 1966 VACATING THE ALLEY IN BLOCK 6 RECORDED FEBRUARY 21, 1966 IN BOOK 9563 AT PAGE 235
3. PROPERTY DESCRIBED IN AN ORDINANCE RECORDED NOVEMBER 29, 1966 IN BOOK 9672 AT PAGE 444

Exhibit D
Plan for the Soundwall Fence

Save: 10/23/2023 12:19 PM dponder Plot: 12/6/2023 3:40 PM lsehlinc.com\ganzurab\projects\AEID\DENVF174398\04 Design Data\4.09 Civil\CAD\00 Exhibit\SEH 8.5x11 EX.dwg



CROSS SECTION LOOKING NORTH ALONG SANTA FE DR.
NOT TO SCALE



PROJECT NO.
174398
DATE:
10/23/2023

SANTA FE FENCE EXHIBIT

FIGURE
NO. 1