

APPLICATION

FOR CITY & COUNTY OF DENVER EASEMENT RELINQUISHMENT

To apply for an Ordinance to Relinquish an Easement held by the City and County of Denver, complete this application and submit together with the Submittal Checklist and required application materials in accordance with the [Easement Relinquishment Application Requirements](#) to DOTI.ER@denvergov.org. Please type or print clearly. If necessary, attach additional sheets to fully answer any of the following sections. Incomplete applications packages will not be accepted. Questions on this application or this process can be sent to DOTI.ER@denvergov.org.

PROPERTY OWNER:

Company Name: _____
Contact Name: _____
Property Address: _____
Billing Address: _____
Phone: _____ Email: _____

PRIMARY CONTACT: ☐ Check if the same as Adjacent Property Owner

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____ Email: _____

PROJECT INFORMATION:

Project Name: _____
Address of Property
Containing Easement: _____

Is this project associated with a LAND DEVELOPMENT REVIEW?

Yes ☐ No ☐ If 'Yes', provide Project Master, Concept or Site Development Plan Project Numbers:

REASON FOR EASEMENT RELINQUISHMENT:

Describe why you are requesting this relinquishment and why the easement(s) are no longer needed.

City and County of Denver Department of Transportation & Infrastructure
Right of Way Services | Engineering & Regulatory
201 W. Colfax Ave, Dept. 506 | Denver, CO 80202
www.denvergov.org/ROWPlanReview
DOTI.ER@denvergov.org
(720) 865-3003



EASEMENT RELINQUISHMENT INFORMATION: Quantity of easements to be relinquished: _____

List all easements to be relinquished:

*Original holding document
that reserves or grants the easement:*

Portion of the easement to be relinquished:

No.	Clerk & Recorder Recordation No(s).	Ordinance No(s). if applicable	Relinquish in its Entirety:	Partially relinquish as described in attached land description(s):
1			☐	☐
2			☐	☐
3			☐	☐
4			☐	☐
5			☐	☐

Describe the status of the Easement(s):

In the space below, describe each easement status. Include why the easement was originally granted and any additional relevant information

Are there utilities in the Easement(s)? Yes ☐ No ☐

If yes, list each utility and identify utility owner, utility type, and size (e.g. CCD 8-inch Sanitary Sewer); whether it will be removed, relocated, or abandoned in-place; and, expected schedule.

APPLICANT SIGNATURE:

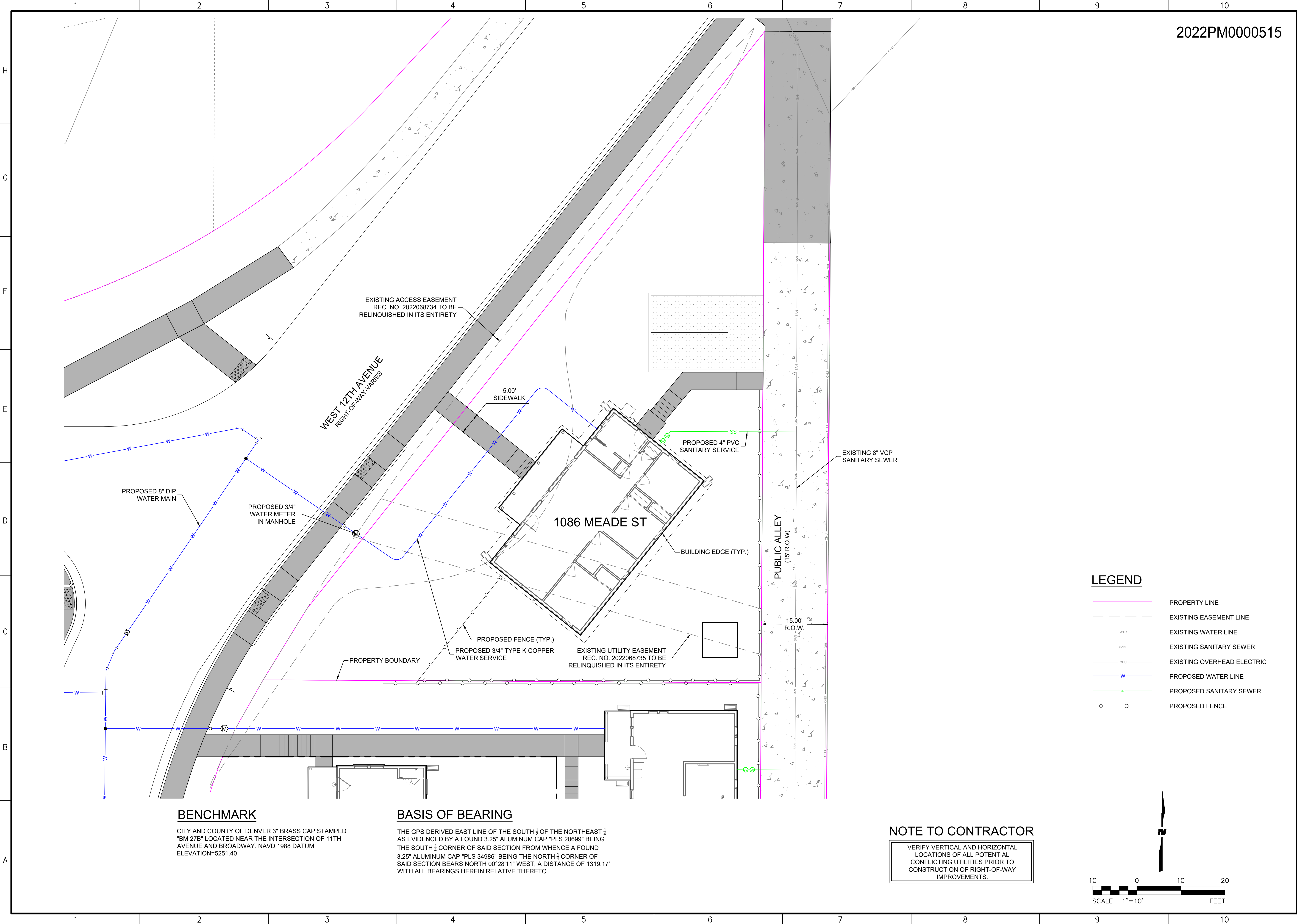
By signing below, I certify that I am the owner or vested party of the real property that is the subject of this Easement Relinquishment application and the information contained herein is accurate and complete:

SIGNATURE: _____ DATE: _____
PRINT NAME: _____ PHONE: _____
EMAIL: _____ COMPANY: _____

City and County of Denver Department of Transportation & Infrastructure
Right of Way Services | Engineering & Regulatory
201 W. Colfax Ave, Dept. 506 | Denver, CO 80202
www.denvergov.org/ROWPlanReview
DOTI.ER@denvergov.org
(720) 865-3003

CONNECT WITH US | 311 | DENVERGOV.ORG | DENVER 8 TV

4/17/2026 M:\MSD\21-600-119-002_Disciplines_SHEETS\Mead\Easement Relinquishment\1086 N Meade St - C1.01 - Site Plan.dwg



2022PM0000515

ENGINEER
WILSON & COMPANY
990 S BROADWAY, SUITE 220
DENVER, COLORADO 80209
PHONE: 303-297-2976
FAX: 303-297-2693
www.wilsonco.com

PROPERTY OWNERS
HABITAT FOR HUMANITY OF METRO DENVER
430 S. NAVAJO STREET
DENVER, CO 80223

SEAL

PROJECT NAME
1086 MEADE STREET
DENVER, COLORADO 80204

REV.	DATE	DESCRIPTION	BY

PROJECT NO: 21-600-119-00
DESIGNED BY: RRB
DRAWN BY: TLC
CHECKED BY: RRB
DATE: APRIL 17, 2026

SHEET TITLE
EASEMENT RELINQUISHMENT - SITE PLAN

DRAWING NO.
01 OF 01

NOTE TO CONTRACTOR
VERIFY VERTICAL AND HORIZONTAL LOCATIONS OF ALL POTENTIAL CONFLICTING UTILITIES PRIOR TO CONSTRUCTION OF RIGHT-OF-WAY IMPROVEMENTS.



05/23/2022 10:04 AM
City & County of Denver
Electronically Recorded

R \$53.00

EAS

D \$0.00

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Project Descriptions: 1086 Meade Street & 1049 Stuart Street, Denver, CO – Villa Park
Asset Mgmt. No.: 21-207

PERMANENT EASEMENT FOR PUBLIC ACCESS

THIS PERMANENT EASEMENT AGREEMENT (this “Agreement”), by and between **HABITAT FOR HUMANITY OF METRO DENVER, INC.**, whose address is 3245 Eliot Street, Denver, Colorado 80211 (the “Grantor” or “Habitat”), and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city (“Grantee,” sometimes referred to herein as the “City”), to be effective upon the date the Grantee conveys to Grantor the property located at 1086 Meade Street and 1049 Stuart Street, Denver, Colorado (the “Effective Date”).

WITNESSETH:

That for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees to the following:

Grantor hereby grants and conveys unto the Grantee for the benefit of the Grantee and the general public a permanent non-exclusive easement upon, across and over the parcel(s) described below (collectively, the “Easement Area(s)”) for the purpose of using such Easement Area(s) for vehicular and pedestrian ingress and egress by the Grantee and general public. The term “vehicular” includes all forms of non-pedestrian travel allowed by the laws of the State of Colorado and the City and County of Denver.

Nothing herein shall require the Grantee to construct, reconstruct, maintain, service or repair such any improvements in the Easement Area(s).

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is upon, across, and over the land described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area(s), and that it has a good and lawful right to grant this Easement in the Easement Area(s).

Grantor further covenants and agrees that, unless otherwise authorized by a site development plan approved by the Grantee, no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Easement Area(s). Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor’s expense. The Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this paragraph.

Notwithstanding the foregoing and the grant of the Easement to Grantee pursuant to this Easement, Grantee hereby grants to and for the benefit of Grantor, and Grantor's employees, agents, contractors, subcontractors, successors, assigns, lessees, and licensees, a temporary, non-exclusive license (the "Temporary Construction License") on, over, across and under the Easement Area(s) for the purpose of performing construction activities related to the development of the Easement Area(s) and adjacent parcels of Grantor's property, including, but not limited to, accessing the Easement Area(s) during construction, installing an access road and sidewalks within the Easement Area(s), installing fencing, barriers, and otherwise controlling or limiting entry to the Easement Area(s) by the public or Grantee, performing staging and other pre-construction activities in the Easement Area(s), and all uses reasonably associated with such construction activities; installing and relocating underground utility lines and related facilities within the Easement Area(s); installing storm sewer drains and related facilities within the Easement Area(s); and installing open space improvements within the Easement Area(s). The Temporary Construction License automatically terminates without further action by Grantor or Grantee upon the issuance of a Certificate of Occupancy from the Grantee for the vertical development contained in the site development plan triggering the granting of this Easement by Grantor to Grantee.

Grantor further understands and agrees that with respect to the Easement Area(s), all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Easement Area(s) is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Easement Area(s) if deemed necessary by Grantee.

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 State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

Grantor shall indemnify, defend and hold harmless the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the environmental condition of the Easement Area(s), including the existence of any hazardous material, substance or waste.

This Easement or any portion thereof shall automatically terminate upon dedication of that portion of such Easement Area(s) to and acceptance by the City and County of Denver as public right-of-way. Any portion of the Easement Area(s) not so dedicated as public right-of-way shall remain in full force and effect.

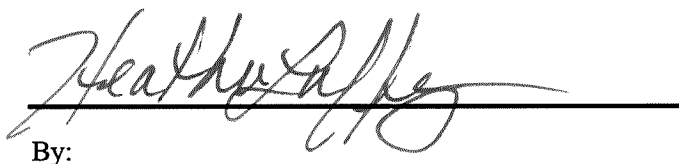
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement for Public Access on the date set as above, and to be effective as of the Effective Date.

GRANTOR:

**HABITAT FOR HUMANITY OF METRO
DENVER, INC.**


By: _____

STATE OF COLORADO)

) ss.

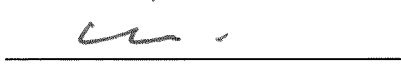
City
COUNTY OF Denver)

CHRISTINE KOLESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144026354
MY COMMISSION EXPIRES JULY 3, 2022

The foregoing instrument was acknowledged before me this 19th day of May, 2022,
by Heather Lullgas Exec. Director of Habitat for Humanity of Metro Denver, Inc.

Witness my hand and official seal.

My commission expires: July 3, 2022



Notary Public

EXHIBIT A

Legal Descriptions of the Properties

See next pages.

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 3

A PARCEL OF LAND BEING A PORTION OF LOTS 2 THROUGH 8, BLOCK 16, WEST VILLA PARK, AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 20699" FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 34986" BEARS NORTH 00°28'11" WEST, A DISTANCE OF 1319.17 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE NORTH 35°12'23" WEST, A DISTANCE OF 528.52 FEET TO THE WEST LINE OF SAID LOT 8 AND THE POINT OF BEGINNING;

THENCE NORTH 00°09'57" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 0.61 FEET;

THENCE NORTH 24°06'43" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 29°31'04" EAST, A DISTANCE OF 12.65 FEET;

THENCE NORTH 31°33'32" EAST, A DISTANCE OF 27.42 FEET;

THENCE NORTH 34°51'10" EAST, A DISTANCE OF 31.80 FEET;

THENCE NORTH 37°09'34" EAST, A DISTANCE OF 25.75 FEET;

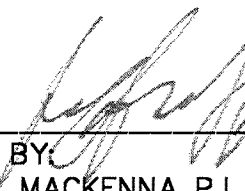
THENCE NORTH 38°49'03" EAST, A DISTANCE OF 47.71 FEET;

THENCE NORTH 37°54'41" EAST, A DISTANCE OF 40.09 FEET;

THENCE NORTH 43°16'29" EAST, A DISTANCE OF 13.24 FEET;

THENCE 14.02 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 139.34 FEET, A DELTA OF 05°45'57", AND A CHORD WHICH BEARS SOUTH 25°06'23" WEST, 14.02 FEET;

THENCE 48.91 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1128.29 FEET, A DELTA OF 02°29'01", AND A CHORD WHICH BEARS SOUTH 36°54'21" WEST, 48.90 FEET;

PREPARED BY: 
JEFFREY J. MACKENNA P.L.S. 34183 DATE: 10/25/2021
FOR FALCON SURVEYING, INC.
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

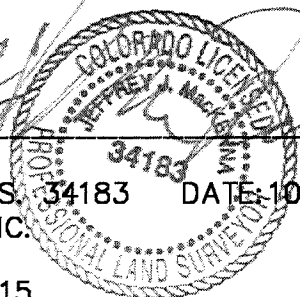


EXHIBIT "A" LAND DESCRIPTION

SHEET 2 OF 3

THENCE 15.32 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 32.65 FEET, A DELTA OF 26°53'22", AND A CHORD WHICH BEARS SOUTH 29°44'04" WEST, 15.18 FEET;

THENCE 16.95 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 69.50 FEET, A DELTA OF 13°58'15", AND A CHORD WHICH BEARS SOUTH 03°24'18" EAST, 16.90 FEET;

THENCE 21.22 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 34.97 FEET, A DELTA OF 34°45'23", AND A CHORD WHICH BEARS SOUTH 05°46'49" WEST, 20.89 FEET;

THENCE 17.24 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.02 FEET, A DELTA OF 24°40'42", AND A CHORD WHICH BEARS SOUTH 34°29'07" WEST, 17.10 FEET;

THENCE 21.75 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.96 FEET, A DELTA OF 30°25'27", AND A CHORD WHICH BEARS SOUTH 65°45'44" WEST, 21.50 FEET;

THENCE 16.95 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 212.89 FEET, A DELTA OF 04°33'40", AND A CHORD WHICH BEARS SOUTH 83°17'08" WEST, 16.94 FEET;

THENCE 6.24 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 15.37 FEET, A DELTA OF 23°15'27" AND A CHORD WHICH BEARS SOUTH 57°45'51" WEST, 6.20 FEET;

THENCE 39.78 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1137.64 FEET, A DELTA OF 02°00'12", AND A CHORD WHICH BEARS SOUTH 34°32'16" WEST, 39.78 FEET;

THENCE 10.72 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 52.59 FEET, A DELTA OF 11°40'51", AND A CHORD WHICH BEARS SOUTH 32°19'32" WEST, 10.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,381 SQUARE FEET, 0.055 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

JEFFREY J. MACKENNA P.L.S. 34183
FOR FALCON SURVEYING, INC.
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

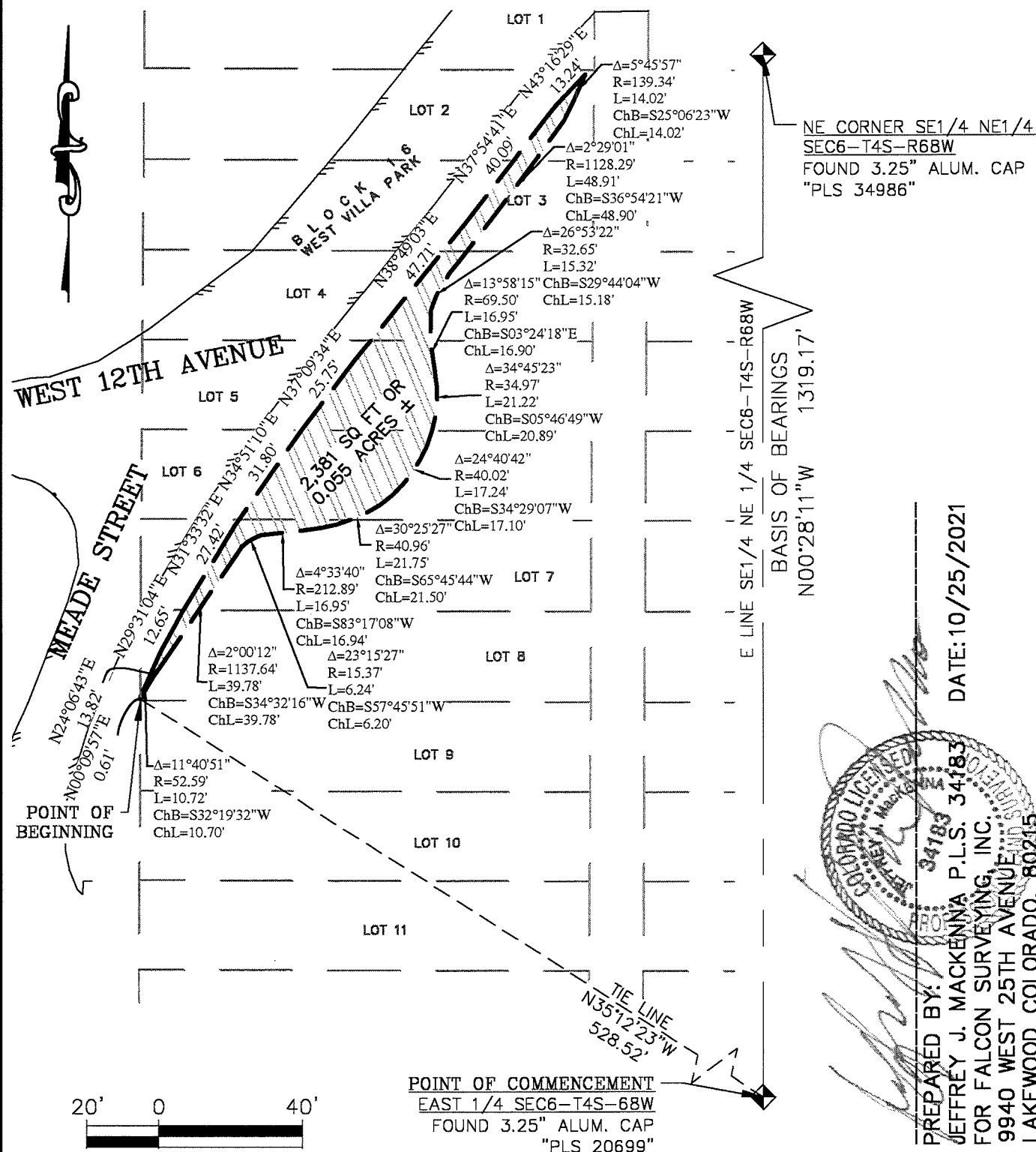
DATE: 10/25/2021

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EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 6, T4S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 3 OF 3



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PREPARED BY: FALCON SURVEYING, INC., 9940 WEST 25TH AVE, LAKEWOOD CO 80215 (303)202-1560

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOTS 36 AND 37, BLOCK 9, WEST VILLA PARK, AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RANGE POINT IN THE INTERSECTION OF STUART STREET AND WEST 10TH AVENUE BEING A NUMBER 5 REBAR FROM WHENCE A RANGE POINT IN THE INTERSECTION OF TENNYSON STREET AND WEST 10TH AVENUE BEING AN AXLE BEARS NORTH 89°39'45" WEST, A DISTANCE OF 305.08 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 03°14'59" WEST, A DISTANCE OF 320.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37 AND THE POINT OF BEGINNING;

THENCE SOUTH 80°47'03" WEST, A DISTANCE OF 126.84 FEET TO THE WEST LINE OF SAID LOT 36;

THENCE NORTH 00°19'43" EAST ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 19.81 FEET;

THENCE NORTH 80°19'22" EAST, A DISTANCE OF 127.01 FEET TO THE EAST LINE OF SAID LOT 37;

THENCE SOUTH 00°19'43" WEST ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 20.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37 AND THE POINT OF BEGINNING.

CONTAINING: 2,543 SQUARE FEET, 0.058 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

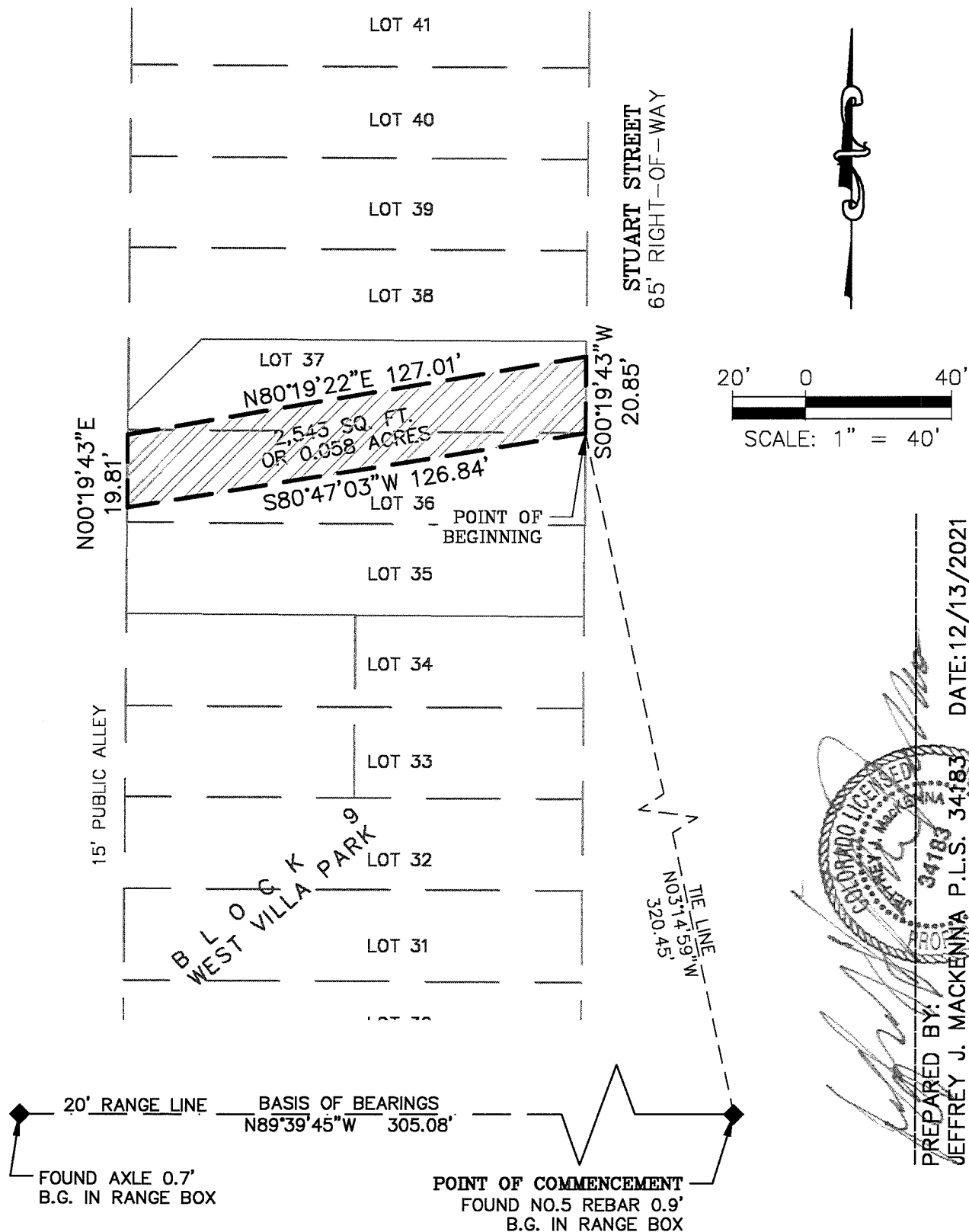
JEFFREY J. MACKENNA P.L.S. 34183
FOR FALCON SURVEYING, INC.
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

DATE: 12/13/2021

EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 6, T4S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

DATE: 12/13/2021

PREPARED BY: **JEFFREY J. MACKENNA P.L.S. 34183**
FOR **FALCON SURVEYING, INC.**
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560



05/23/2022 10:04 AM
City & County of Denver
Electronically Recorded

R \$43.00

EAS

D \$0.00

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: 1086 Meade Street, Denver, CO – Villa Park
Asset Mgmt. No.: 21-206

PERMANENT EASEMENT AGREEMENT
(Utility line for intersection light; 1086 Meade Street, Denver, CO)

THIS PERMANENT EASEMENT AGREEMENT (this “Agreement”), by and between **HABITAT FOR HUMANITY OF METRO DENVER, INC.**, whose address is 3245 Eliot Street, Denver, Colorado 80211 (the “Grantor” or “Habitat”), and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city (“Grantee,” sometimes referred to herein as the “City”), to be effective upon the date the Grantee conveys to Grantor the property located at 1086 Meade Street, Denver, Colorado (the “Effective Date”).

WITNESSETH:

That for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor, as of the Effective Date, does hereby grant, convey, transfer and deliver unto Grantee and its successors and assigns forever a permanent, non-exclusive easement (the “Easement”), including the perpetual right to enter upon the lands hereinafter described to locate, install, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for electrical utility lines and related purposes, (collectively, the “Improvements”), upon, over, through and across the land located in the City and County of Denver, State of Colorado that is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”), together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of the Improvements.

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant the Easement. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Property without Grantee’s prior written consent. Grantor further agrees that in the event Grantor violates the terms of this Easement, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Grantor’s expense. Grantor shall promptly reimburse the City for any costs or expenses incurred by the City in enforcing the terms of this paragraph.

Grantor releases the City from any and all claims for damages arising in any way incident to the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and/or reconstruction by the City, or its agents, of the Improvements across Easement (“Released Claims”) unless such Released Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City.

All work done by the City pursuant to this Agreement shall be done at no cost to Grantor in a good and workmanlike manner, in compliance with all laws and regulations and free and clear of mechanics’ or materialmen’s liens. Grantor further grants to Grantee the right of ingress to and egress over and across

adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, as may be necessary for the purpose of exercising the rights granted in the Agreement. The City will restore the Property and any adjacent lands to a condition similar to what it was prior to the City's activities, except as necessarily modified to accommodate the Improvements, at no cost to Grantor.

Except as otherwise provided herein, Grantor (together with its successors, assigns, tenants and invitees), reserves the right to fully use and enjoy the Property, so long as such use and enjoyment shall not interfere with the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation, and reconstruction of the Improvements installed or permitted to be installed by the City. Grantor covenants and agrees that, as of the Effective Date, Grantor shall not erect, install, place, or permit any building, structure, wall, fence, tree, or other below or above ground obstruction upon the Property, except as otherwise approved by the Executive Director of the Department of Transportation and Infrastructure.

The City shall not cause or knowingly permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Property by the City, the City's agents, employees, contractors, or invitees. If Hazardous Substances are used, stored, generated or disposed of on or in the Property, or if the Property becomes contaminated in any manner due to the actions or inactions of the City, the City shall cause its contractors, subcontractors, agents or invitees to indemnify and hold harmless Grantor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Property and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising as a result of those actions or inactions by the City. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if the City causes or knowingly permits the presence of any Hazardous Substance on the Property and that results in contamination, the City shall promptly cause its contractors, subcontractors, agents or invitees to take any and all necessary actions to return the Property to the condition existing prior to the presence of any such Hazardous Substance at no cost to Grantor. The City shall first obtain Grantor's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is defined as "toxic", "hazardous waste" or a "hazardous substance" or that is toxic, ignitable, reactive, or corrosive, and is regulated by any local government, the State of Colorado or the United States, including asbestos, asbestos containing material, polychlorobiphenyls ("PCB"), and petroleum, however vehicles using petroleum products may be used on the Property for construction of the Improvements.

Grantor makes no representation or warranty of any kind with respect to the condition of the Property. Grantee accepts the Property in its "AS-IS" condition, WITH ALL FAULTS, AND AT THE CITY'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by Grantor.

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 State or federal law, the City's Charter and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the

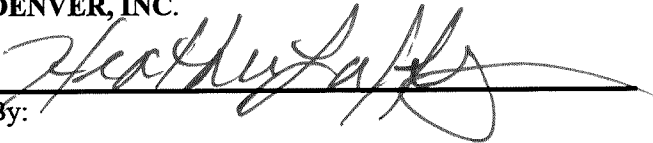
respective parties hereto and all covenants herein shall apply to and run with the land.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals as of the date set forth above, and to be effective as of the Effective Date.

GRANTOR:

**HABITAT FOR HUMANITY OF METRO
DENVER, INC.**

By: 

CHRISTINE KOLESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144026354
MY COMMISSION EXPIRES JULY 3, 2022

STATE OF COLORADO)
City and) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 19th day of May, 2022,
by Heather LaFay as CEO and General Manager of Habitat for Humanity of Metro Denver, Inc.

Witness my hand and official seal.

My commission expires: July 3, 2022


Notary Public

[Signatures continued]

EXHIBIT A
(THE PROPERTY)

See next pages.

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOTS 6 AND 7, BLOCK 16, WEST VILLA PARK, AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 20699" FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 34986" BEARS NORTH 00°28'11" WEST, A DISTANCE OF 1319.17 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 21°13'49" WEST, A DISTANCE OF 495.76 FEET TO THE EAST LINE OF SAID LOT 7 AND THE POINT OF BEGINNING;

THENCE NORTH 73°51'04" WEST, A DISTANCE OF 96.18 FEET;

THENCE NORTH 34°51'10" EAST, A DISTANCE OF 10.56 FEET;

THENCE SOUTH 73°51'04" EAST, A DISTANCE OF 89.96 FEET TO THE EAST LINE OF SAID LOT 7;

THENCE SOUTH 00°19'54" WEST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 10.39 FEET TO THE POINT OF BEGINNING.

CONTAINING: 931 SQUARE FEET OR 0.021 ACRES MORE OR LESS.

PREPARED BY:
JEFFREY J. MACKENNA P.L.S. 34183 DATE: 11/02/2021
FOR FALCON SURVEYING, INC.
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

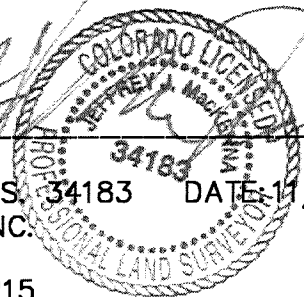
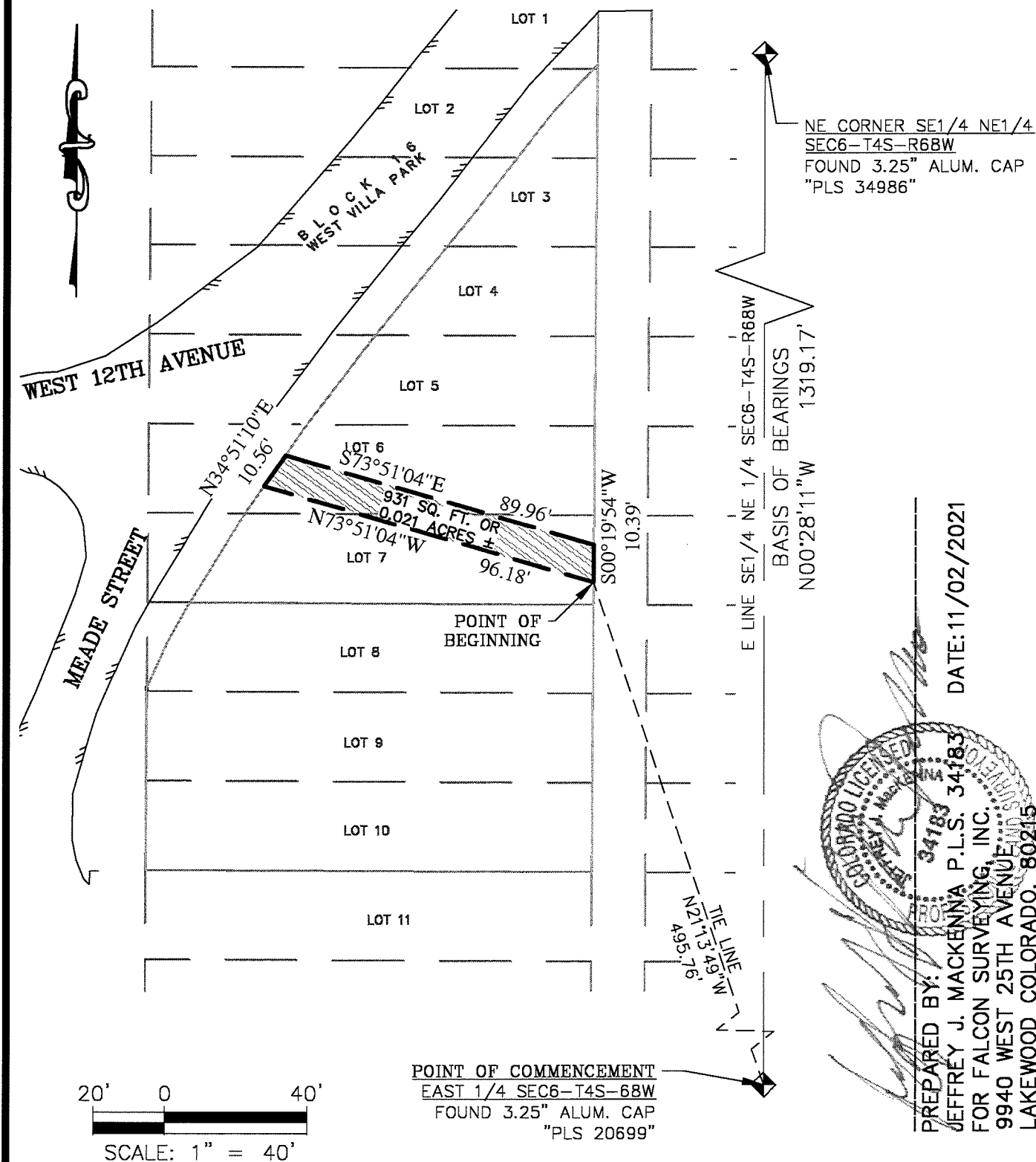


EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 6, T4S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2



THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PREPARED BY: FALCON SURVEYING, INC., 9940 WEST 25TH AVE, LAKEWOOD CO 80215 (303)202-1560

AHRT 1086 N Meade St Relinquishment

06/10/2026

Master ID: 2022-PROJMSTR-0000515 **Project Type:** ROW Relinquishment
Review ID: 2026-RELINQ-0000011 **Review Phase:**
Location: 1086 N Meade St **Review End Date:** 06/04/2026

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: Asset Management Review

Review Status: Approved

Reviewers Name: Nicholas Boschert
Reviewers Email: Nicholas.Boschert@denvergov.org

Status Date: 05/22/2026
Status: Approved
Comments:

Reviewing Agency: City Forester Review

Review Status: Approved

Reviewers Name: Nick Evers
Reviewers Email: Nick.Evers@denvergov.org

Status Date: 06/04/2026
Status: Approved
Comments: Approved. No expected PRW tree conflict.

Reviewing Agency: Comcast Referral

Review Status: Approved - No Response

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Denver Water Referral

Review Status: Approved - No Response

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Survey Review

Review Status: Approved w/Conditions

Reviewers Name: Dana Sperling
Reviewers Email: Dana.Sperling@denvergov.org

Status Date: 06/03/2026
Status: Approved w/Conditions
Comments: let it be know that public access easement 2022068734 has two easement parcels and the easement being relinquished is for 1086 Meade St and not 1049 Stuart St.

Reviewing Agency: Case Manager Review/Finalize

Review Status: Comments Compiled

Reviewers Name: Jessica Eusebio
Reviewers Email: Jessica.Eusebio@denvergov.org

Status Date: 06/05/2026

2026-RELINQ-0000011

Comment Report

AHRT 1086 N Meade St Relinquishment

06/10/2026

Master ID: 2022-PROJMSTR-0000515 **Project Type:** ROW Relinquishment
Review ID: 2026-RELINQ-0000011 **Review Phase:**
Location: 1086 N Meade St **Review End Date:** 06/04/2026

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status: Comments Compiled
Comments:

Reviewing Agency: Denver Fire Department Review Review Status: Approved - No Response

Reviewers Name:
Reviewers Email:

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Landmark Review Review Status: Approved - No Response

Reviewers Name:
Reviewers Email:

Status Date: 05/20/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Metro Wastewater Referral Review Status: Approved - No Response

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Office of Emergency Management Referral Review Status: Approved - No Response

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Parks and Recreation Review Review Status: Approved - No Response

Reviewers Name: Jennifer Cervera
Reviewers Email: Jennifer.Cervera@denvergov.org

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: Construction Engineering Review Review Status: Approved

Reviewers Name: Porames Saejiw
Reviewers Email: Joe.Saejiw@denvergov.org

Status Date: 06/01/2026
Status: Approved
Comments:

Comment Report

AHRT 1086 N Meade St Relinquishment

06/10/2026

Master ID: 2022-PROJMSTR-0000515 **Project Type:** ROW Relinquishment
Review ID: 2026-RELINQ-0000011 **Review Phase:**
Location: 1086 N Meade St **Review End Date:** 06/04/2026

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewing Agency: Policy and Planning Review Review Status: Approved - No Response

Reviewers Name: Nathan Pope
Reviewers Email: Nathan.Pope@denvergov.org

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: TES Sign and Stripe Review Review Status: Approved

Reviewers Name:
Reviewers Email:

Status Date: 06/05/2026
Status: Approved
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: DOTI - Transportation and Mobility Engineering
Reviewers Name: Emma De Vos Tidd
Reviewers Phone: 3033324247
Reviewers Email: emma.devostidd@denvergov.org
Approval Status: Approved

Comments:

Reviewing Agency: CenturyLink Referral Review Status: Approved w/Conditions

Status Date: 06/05/2026
Status: Approved w/Conditions
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: Qwest Corporation, d/b/a CenturyLink QC
Reviewers Name: Cloey Kranock
Reviewers Phone: 585-307-3877
Reviewers Email: Cloey.Kranock@Lumen.com
Approval Status: Approved with conditions

Comments:

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Attachment: No Reservations - P870176 - 6326.pdf

Reviewing Agency: Xcel Referral Review Status: Approved

Status Date: 06/05/2026
Status: Approved
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: Public Service Company of Colorado (PSCo) dba Xcel Energy
Reviewers Name: Donna George Donna George

2026-RELINQ-0000011

Comment Report

AHRT 1086 N Meade St Relinquishment

06/10/2026

Master ID: 2022-PROJMSTR-0000515 **Project Type:** ROW Relinquishment
Review ID: 2026-RELINQ-0000011 **Review Phase:**
Location: 1086 N Meade St **Review End Date:** 06/04/2026

Any denials listed below must be rectified in writing to this office before project approval is granted.

Reviewers Phone: 3035713306
Reviewers Email: Donna.L.George@xcelenergy.com
Approval Status: Approved

Comments:

Reviewing Agency: City Councilperson and Aides Referral Review Status: Approved - No Response

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: DS Project Coordinator Review Review Status: Approved - No Response

Reviewers Name:
Reviewers Email:

Status Date: 06/05/2026
Status: Approved - No Response
Comments:

Reviewing Agency: DES Transportation Review Review Status: Approved

Reviewers Name: Viktoriya Luckner
Reviewers Email: Viktoriya.Luckner@denvergov.org

Status Date: 06/10/2026
Status: Approved
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: EPR Transportation
Reviewers Name: Viktoriya Luckner
Reviewers Phone: 720-913-1782
Reviewers Email: viktoriya.luckner@denvergov.org
Approval Status: Approved

Comments:

Status Date: 06/08/2026
Status: Denied
Comments: Transportation reviewer is
viktoriya.luckner@denvergov.org

Status Date: 06/05/2026
Status: Denied
Comments: Denied on behalf of this critical reviewer. This is still under review. Please contact the reviewer to resolve.

Reviewing Agency: DES Wastewater Review Review Status: Approved

Reviewers Name: Brenden Marron
Reviewers Email: Brenden.Marron@denvergov.org

Comment Report

AHRT 1086 N Meade St Relinquishment

06/10/2026

Master ID: 2022-PROJMSTR-0000515 **Project Type:** ROW Relinquishment
Review ID: 2026-RELINQ-0000011 **Review Phase:**
Location: 1086 N Meade St **Review End Date:** 06/04/2026

Any denials listed below must be rectified in writing to this office before project approval is granted.

Status Date: 06/02/2026
Status: Approved
Comments: No objection on behalf of DES Wastewater

Reviewing Agency: RTD Referral **Review Status:** Approved

Status Date: 06/05/2026
Status: Approved
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: RTD
Reviewers Name: clayton woodruff
Reviewers Phone: 3032992943
Reviewers Email: Clayton.Woodruff@RTD-Denver.com
Approval Status: Approved

Comments:
Project Name: 2022PM0000515 - AHRT - 1086 N. Meade St - 2026-RELINQ-0000011 - 1st Submittal

Department Comments
Bus Operations No exceptions
Bus Stop Program No exceptions
Commuter Rail No exceptions
Construction Management No exceptions
Engineering No exceptions
Light Rail No exceptions
Real Property No exceptions
Service Development No exceptions
Transit Oriented Development No exceptions
Utilities No exceptions
This review is for Design concepts and to identify any necessary improvements to RTD stops and property affected by the design. This review of the plans does not eliminate the need to acquire, and/or go through the acquisition process of any agreements, easements or permits that may be required by the RTD for any work on or around our facilities and property.

Reviewing Agency: CDOT Referral **Review Status:** Approved

Status Date: 06/05/2026
Status: Approved
Comments: PWPRS Project Number: 2026-RELINQ-0000011 AHRT 1086 N Meade St Relinquishment
Reviewing Agency/Company: CDOT
Reviewers Name: Michelle White - CDOT
Reviewers Phone: 303-512-4218
Reviewers Email: michelle.m.white@state.co.us
Approval Status: Approved

Comments:
This is not on CDOT's system. We have no other comments.