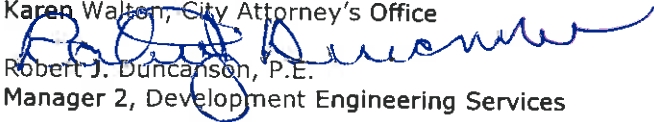


REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT

TO: Karen Walton, City Attorney's Office

FROM: 
Robert J. Duncan, P.E.
Manager 2, Development Engineering Services

PROJECT NO: 2005-0751-11

DATE: May 20, 2013

SUBJECT: Request for an Ordinance to relinquish the easements established in Book 1484, Page 489; Book 1484, Page 494; Ordinance number 153, Series of 1955; and Ordinance number 267, Series of 1977.

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

This office has investigated the request of Bryan Ruth, dated December 13, 2012, on behalf of The Spanos Corporation for the relinquishment of said easements.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast Corporation; Councilperson Susan Shepherd; CPD: Planning Services; Denver Water Board; Fire Department; Metro Wastewater Reclamation District; Office of Telecommunications; PW: DES Engineering, and DES Survey; Qwest Corporation; and Xcel Energy, all of whom have returned our questionnaires indicating their agreement.

As a result of the investigations, it has been determined that there is no objection to relinquishing the subject easement(s).

Therefore, you are requested to initiate Council action to relinquish the easements in the following described areas:

INSERT PARCEL DESCRIPTION ROW 2005-0751-11-001 HERE
INSERT PARCEL DESCRIPTION ROW 2005-0751-11-003 HERE

A map is attached showing the area in which the subject easement is to be relinquished. A copy of the Ordinance creating the easement is also attached.

Attachments

RJD:LRA

cc: Asset Mgmt. Steve Wirth
City Council, Gretchen Williams
Councilperson Susan Shepherd and Aides
Department of Law, Karen Aviles
Department of Law, Brent Eisen
Department of Law, Karen Walton
Department of Law, Shaun Sullivan
Public Works, Alba Castro
Public Works, Nancy Kuhn
Public Works Survey-Paul Rogalla
Project File 2005-0751-11

Property Owner
The Spanos Corporation
C/O Peter Rossick
300 S. Jackson St., Ste. # 210
Denver, CO 80209

Agent
Merrick & Company
C/O Bryan Ruth
2450 S. Peoria St.
Aurora, CO 80014

ORDINANCE/RESOLUTION REQUEST

Please email requests to Nancy Kuhn at
Nancy.khun@denvergov.org by **NOON on Monday.**

**All fields must be completed.*
Incomplete request forms will be returned to sender which may cause a delay in processing.*

Date of Request: **May 20, 2013**

Please mark one: **Bill Request** or **Resolution Request**

1. Has your agency submitted this request in the last 12 months?

Yes No

If yes, please explain:

2. **Title:** *(Include a concise, one sentence description – please include name of company or contractor and contract control number - that clearly indicates the type of request: grant acceptance, contract execution, amendment, municipal code change, supplemental request, etc.)*

Request for an Ordinance to relinquish the easements established in Book 1484, Page 489: Book 1484, Page 494: Ordinance number 153, Series of 1955: and Ordinance number 267, Series of 1977.

3. **Requesting Agency:** Public Works Right-of-Way Engineering Services

4. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution.)*

- **Name:** Lisa R. Ayala
- **Phone:** 720-865-3153
- **Email:** lisa.ayala@denvergov.org

5. **Contact Person:** *(With actual knowledge of proposed ordinance/resolution who will present the item at Mayor-Council and who will be available for first and second reading, if necessary.)*

- **Name:** Nancy Kuhn
- **Phone:** 720-865-8720
- **Email:** nancy.kuhn@denvergov.org

6. **General description of proposed ordinance including contract scope of work if applicable:**

Request for an Ordinance to relinquish the easements established in Book 1484, Page 489: Book 1484, Page 494: Ordinance number 153, Series of 1955: and Ordinance number 267, Series of 1977.

****Please complete the following fields:** *(Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field.)*

- a. **Contract Control Number:** No
- b. **Duration:** Permanent
- c. **Location:** Bryant St. and Front View Crescent and River Drive
- d. **Affected Council District:** # 1, Susan Shepherd
- e. **Benefits:** N/A
- f. **Costs:** N/A

7. **Is there any controversy surrounding this ordinance?** *(Groups or individuals who may have concerns about it?)* Please explain. None

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date Entered: _____



DENVER
THE MILE HIGH CITY

EXECUTIVE SUMMARY

Project Title: 200-0751-11 Easement Relinquish Element 47.

Description of Proposed Project: Request for an Ordinance to relinquish the easements established in Book 1484, Page 489; Book 1484, Page 494; Ordinance number 153, Series of 1955; and Ordinance number 267, Series of 1977.

Explanation of why the public right-of-way must be utilized to accomplish the proposed project: Redevelopment of the area and re-routed easements that are no longer in use.

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

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

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

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

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

Additional information: Attached are the documents reserving the easements to be relinquished.

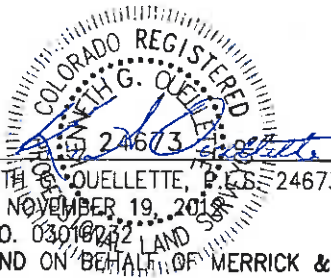
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING VACATED 21ST AVENUE AS DESCRIBED IN ORDINANCE NO. 153, SERIES 1955 RECORDED IN BOOK 7700 AT PAGE 417 IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEARINGS ARE ASSUMED AND ARE BASED UPON THE EASTERLY LINE OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S00°00'00"E BETWEEN THE NORTHEAST CORNER OF SAID SECTION 32, BEING A BRASS DISC SET IN CONCRETE AND THE SOUTHEAST CORNER OF SAID SECTION 32, BEING A 3" ALUMINUM CAP, LS# 13155.

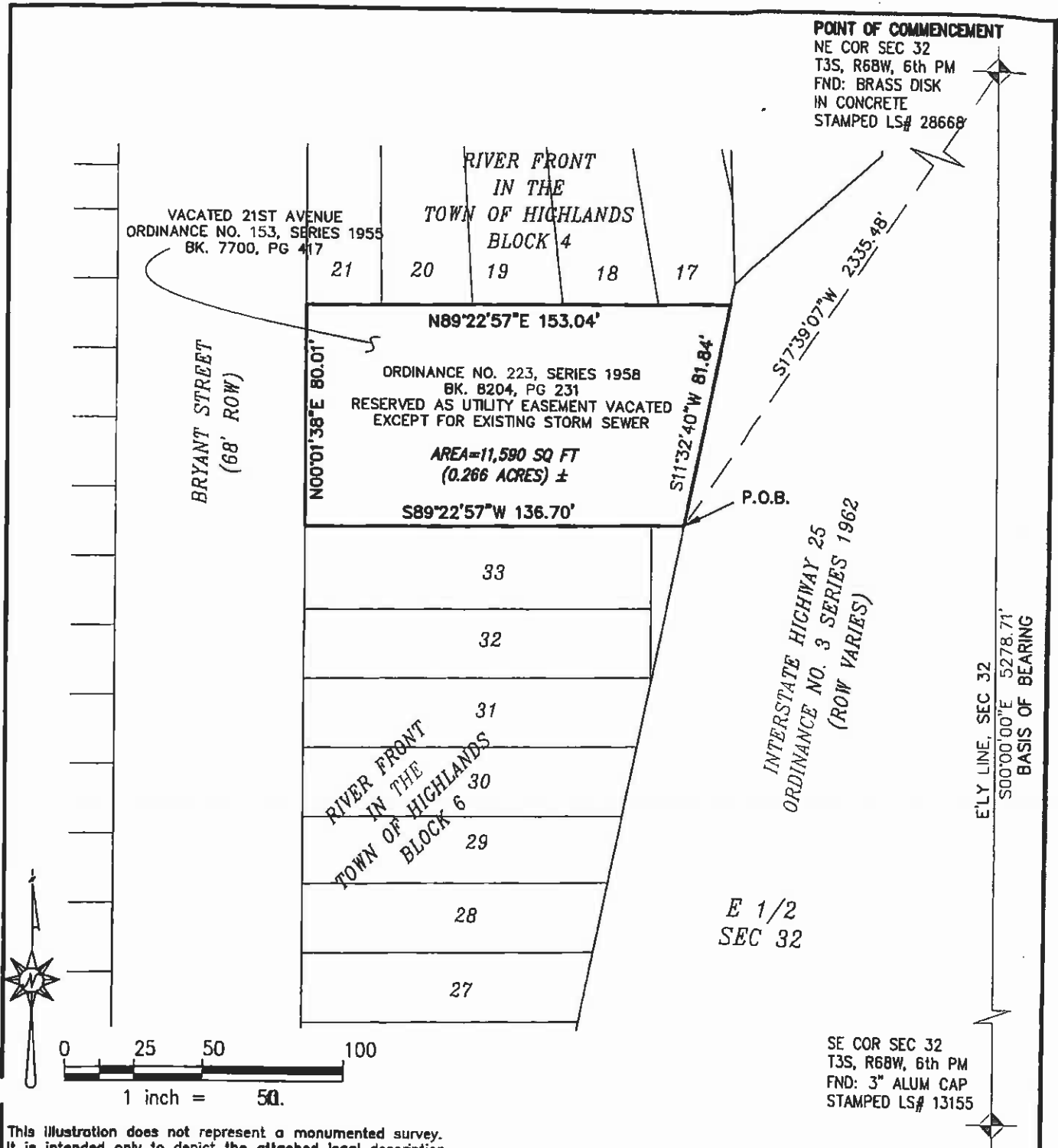
COMMENCING AT SAID NORTHEAST CORNER OF SECTION 32;
 THENCE S17°39'07"W A DISTANCE OF 2335.48 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN ORDINANCE NO. 223 SERIES 1958 IN BOOK 8204 AT PAGE 231, RECORDED IN SAID OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE ALONG THE SOUTHERLY, WESTERLY, NORTHERLY AND EASTERLY LINES OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:
 1. S89°22'57"W A DISTANCE OF 136.70 FEET;
 2. THENCE N00°01'38"E A DISTANCE OF 80.01 FEET;
 3. THENCE N89°22'57"E A DISTANCE OF 153.04 FEET;
 4. THENCE S11°32'40"W A DISTANCE OF 81.84 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11,590 SQUARE FEET (0.266 ACRES), MORE OR LESS.



KENNETH S. QUELLETTE, P.L.S. 24673
 DATE: NOVEMBER 19, 2012
 JOB NO. 03016232 LAND SURVEY
 FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION		CITY AND COUNTY OF DENVER EASEMENT RELINQUISHMENT	
MERRICK PROJECT NO.	03016232		
DRAWN	KGO		
 MERRICK® & COMPANY		DATE: NOVEMBER 19, 2012	
2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741		SCALE: N/A	SHEET 1 OF 1



This illustration does not represent a monumented survey.
 It is intended only to depict the attached legal description.

REVISION DESCRIPTION	
MERRICK PROJECT NO.	03016232
DRAWN	KGO



2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741

CITY AND COUNTY OF DENVER
EASEMENT RELINQUISHMENT

DATE: NOVEMBER 19, 2012
 SCALE: 1"=50' SHEET 1 OF 1

VACATION BK 8204 PG 231

Segment# 1: Line
Course: S89° 22' 57"WLength: 136.702'
North: 1,698,370.147'East: 3,136,080.141'

Segment# 2: Line
Course: N0° 01' 38"ELength: 80.005'
North: 1,698,450.152'East: 3,136,080.179'

Segment# 3: Line
Course: N89° 22' 57"ELength: 153.042'
North: 1,698,451.801'East: 3,136,233.213'

Segment# 4: Line
Course: S11° 32' 40"WLength: 81.837'
North: 1,698,371.620'East: 3,136,216.835'

Perimeter: 451.586'Area: 11,589.76Sq.Ft.
Error Closure: 0.001Course: S68° 03' 18"W
Error North : -0.0003East: -0.0008

Precision 1: 451,586.000

Containing 11590 square feet (0.266 Acres), more or less.

PROPERTY DESCRIPTION

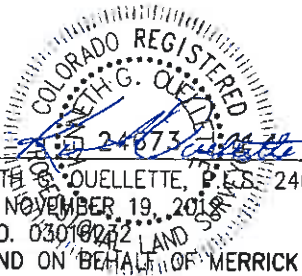
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED UPON THE EASTERLY LINE OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S00°00'00"E BETWEEN THE NORTHEAST CORNER OF SAID SECTION 32, BEING A BRASS DISC SET IN CONCRETE AND THE SOUTHEAST CORNER OF SAID SECTION 32, BEING A 3" ALUMINUM CAP, LS# 13155.


COMMENCING AT SAID NORTHEAST CORNER OF SECTION 32;
 THENCE S21°32'23"W A DISTANCE OF 1674.66 FEET TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1446 AT PAGE 678, RECORDED IN THE OFFICE OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY LINES OF THE NORTHERLY 50.00 FEET OF SAID PARCEL THE FOLLOWING FIVE (5) COURSES:

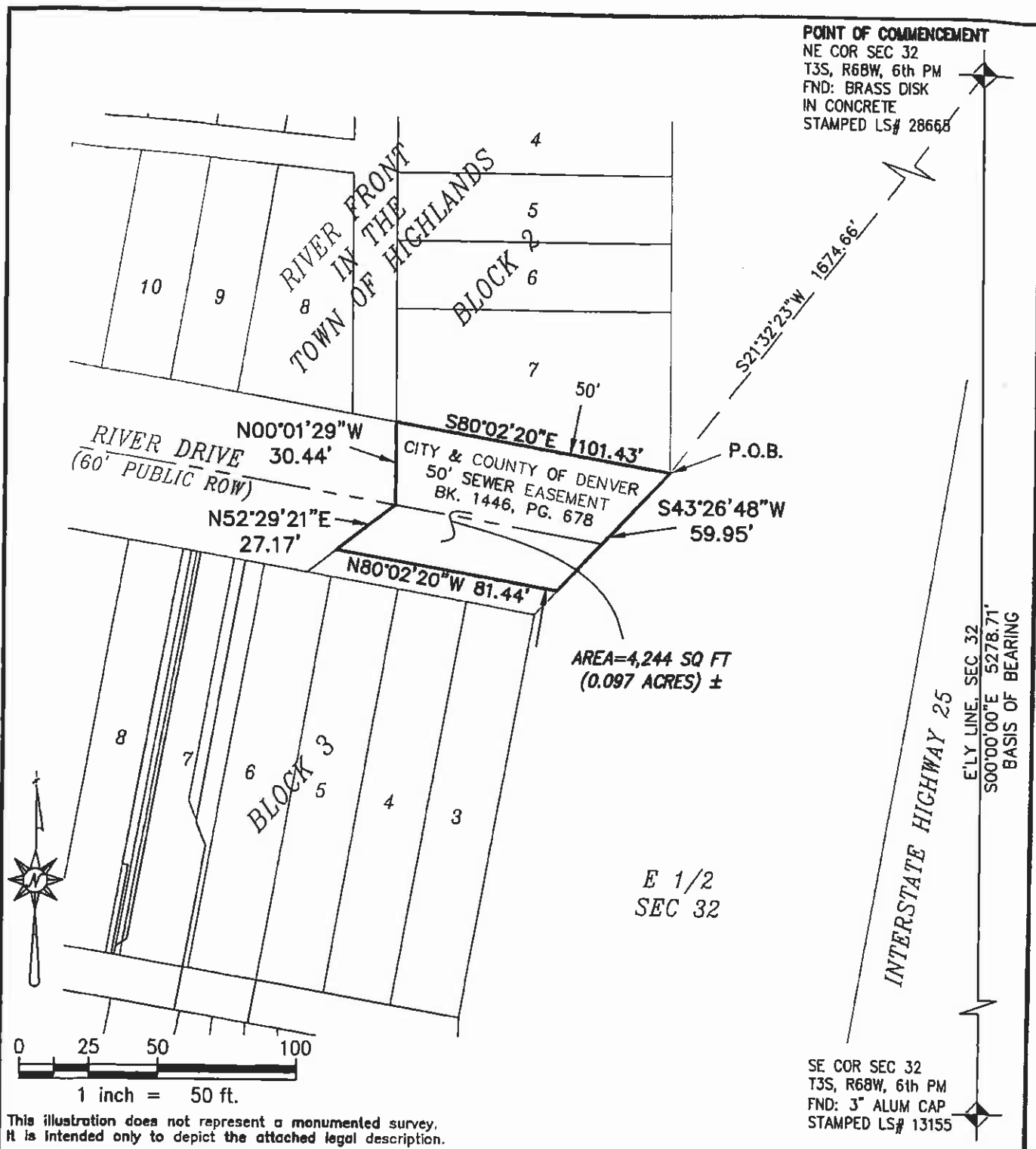
1. S43°26'48"W A DISTANCE OF 59.95 FEET;
2. THENCE N80°02'20"W A DISTANCE OF 81.44 FEET;
3. THENCE N52°29'21"E A DISTANCE OF 27.17 FEET;
4. THENCE N00°01'29"W A DISTANCE OF 30.44 FEET;
5. THENCE S80°02'20"E A DISTANCE OF 101.43 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,244 SQUARE FEET (0.097 ACRES), MORE OR LESS.



KENNETH S. OUELLETTE, P.E.S. 24673
 DATE: NOVEMBER 19, 2012
 JOB NO. 03016232 LAND SURVEY
 FOR AND ON BEHALF OF MERRICK & COMPANY

REVISION DESCRIPTION		CITY AND COUNTY OF DENVER	
MERRICK PROJECT NO.	03016232		
DRAWN	KGO	EASEMENT RELINQUISHMENT	
 MERRICK® & COMPANY			
		2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741	SCALE: N/A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

REVISION DESCRIPTION	
MERRICK PROJECT NO.	03016232
DRAWN	KGO
 MERRICK® & COMPANY	
2450 S. Peoria St., Aurora, Co. 80014 Phone: 303-751-0741	

CITY AND COUNTY OF DENVER	
EASEMENT RELINQUISHMENT	
DATE: NOVEMBER 19, 2012	
SCALE: 1"=50'	SHEET 1 OF 1

Segment# 1: Line
Course: S43° 26' 48"WLength: 59.950'
North: 1,698,995.907'East: 3,136,268.954'

Segment# 2: Line
Course: N80° 02' 20"WLength: 81.445'
North: 1,699,009.995'East: 3,136,188.737'

Segment# 3: Line
Course: N52° 29' 21"ELength: 27.169'
North: 1,699,026.539'East: 3,136,210.288'

Segment# 4: Line
Course: N0° 01' 29"WLength: 30.439'
North: 1,699,056.978'East: 3,136,210.275'

Segment# 5: Line
Course: S80° 02' 20"ELength: 101.434'
North: 1,699,039.432'East: 3,136,310.180'

Perimeter: 300.437'Area: 4,243.86Sq.Ft.
Error Closure: 0.000Course: N54° 55' 35"W
Error North : 0.0002East: -0.0003

Precision 1: 300,437,000.000

Containing 4244 square feet (0.097 Acres), more or less.

streets, each such portion to be henceforth a part of and known and designated as part of that public street named and indicated following the description thereof.

Section 2. The Council finds this Ordinance is necessary for the immediate preservation of the public health and public safety, and determines that it shall take effect immediately upon its final passage and publication.

Passed by the Council May 31, 1955.
ROBERT McCOLLUM, President.
Approved: QUIGG NEWTON, Mayor,
June 1, 1955. Attest: VELMA RATH-
BURN, Clerk and Recorder, Ex-
Officio Clerk of the City and County
of Denver. By: GEORGE MANER-
BINO, Deputy City Clerk. (Seal)
Published in The Daily Journal
May 28, 1955 and June 4, 1955. 325

BY AUTHORITY
Ordinance No. 153
COUNCILMAN'S BILL NO. 162, SE-
RIES OF 1955. INTRODUCED
BY COUNCILMEN MARRANZINO,
CAVENDER AND HARRINGTON.

A BILL
FOR AN ORDINANCE VACATING,
SUBJECT TO RESERVATIONS,
WEST 21ST AVENUE FROM THE
EAST LINE OF BRYANT STREET
TO THE VALLEY HIGHWAY
RIGHT OF WAY.

WHEREAS, the Manager of Im-
provements and Parks of the City
and County of Denver has found and
determined that the public use, con-
venience and necessity no longer
require that portion of that certain
street hereinafter described, and,
subject to approval by ordinance,
has vacated the same with the res-
ervations hereinafter set forth:

NOW THEREFORE,
BE IT ENACTED BY THE COUNCIL
OF THE CITY AND COUNTY OF
DENVER:

Section 1. That the action of the
Manager of Improvements and
Parks in vacating the following des-
cribed portion of a street in the
City and County of Denver, State of
Colorado, to-wit:

West 21st Avenue from the east
line of Bryant Street to the Valley
Highway right of way;
reserving to the City and County of
Denver at all times an easement for
drainage purposes in, upon, across,
and over the same and the right to
construct, operate, maintain, and re-
move sewers, water pipes, and ap-
partenances, and to authorize the
construction, operation, mainte-
nance, and removal of sewers, water
pipes, and appurtenances therein
and therefrom and also reserving to
the utility owners the continued
right to maintain and operate elec-
tric lights and power lines, tele-
phone lines, and gas mains and
pipes therein; be and the same is
hereby approved and said portion of
said street is hereby vacated and
declared vacated subject to the res-
ervations above set forth.

Section 2. The Council finds this
Ordinance is necessary for the im-
mediate preservation of the public
health and public safety, and deter-
mines that it shall take effect im-
mediately upon its final passage and
publication.

Passed by the Council May 31, 1955.
ROBERT McCOLLUM, President.
Approved: QUIGG NEWTON, Mayor,
June 1, 1955. Attest: VELMA RATH-
BURN, Clerk and Recorder, Ex-
Officio Clerk of the City and County
of Denver. By: GEORGE MANER-
BINO, Deputy City Clerk. (Seal)
Published in The Daily Journal
May 28, 1955 and June 4, 1955. 326

BY AUTHORITY
Ordinance No. 154
COUNCILMAN'S BILL NO. 163, SE-
RIES OF 1955. INTRODUCED
BY COUNCILMEN McWILLIAMS,
HARRINGTON AND BANZHAF.

ORDINANCE NO 267
SERIES OF 1977

BY AUTHORITY

COUNCIL BILL NO 291

INTRODUCED BY

London, MacIntosh
Huntzell, Roberts & Perry

A B I L L

FOR AN ORDINANCE VACATING CERTAIN PARTS OF THE SYSTEM OF THOROUGHFARES OF THE MUNICIPALITY, I E , VACATING A PORTION OF RIVER DRIVE AND A PORTION OF THE ALLEY IN BLOCK 3, RIVER FRONT IN THE TOWN OF HIGHLANDS BLOCK 3 IS BOUNDED BY RIVER DRIVE, FRONT VIEW CRESCENT, CLAY STREET AND THE VALLEY HIGHWAY, SUBJECT TO CERTAIN RESERVATIONS

WHEREAS, the Manager of Public Works of the City and County of Denver has found and determined that the public use, convenience and necessity no longer require that portion of that certain street and that portion of that certain alley in the system of thoroughfares of the municipality hereinafter described, and, subject to approval by ordinance, has vacated the same with the reservations hereinafter set forth, now, therefore,

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER

Section 1 That the action of the Manager of Public Works in vacating the following described portion of a certain street and the following described portion of a certain alley in the City and County of Denver and State of Colorado, to-wit

That part of River Drive described as follows

Beginning at the southwest corner of Lot 7, Block 2, River Front in the Town of Highlands,
thence southerly on the southerly extension of the west line of said Lot 7 to the center line of River Drive,
thence southwesterly to a point on the northeasterly line of Block 3, River Front in the Town of Highlands, that is 9 feet northwesterly of the northeasterly corner of Lot 6, said Block 3,
thence southeasterly along the northeasterly line of said Block 3 to intersection with the northwesterly right-of-way line of the Valley Highway,

thence northeasterly along the said northwesterly right-of-way line to the southwesterly line of Lot 7, said Block 2
thence northwesterly along the said southwesterly line of Lot 7 to the point of beginning

ALSO

That part of the alley in Block 3, River Front in the Town of Highlands, lying southeasterly of the southeasterly line of Lot 6, said Block 3, extended southwesterly

be and the same is hereby approved and the described portion of that certain street and the described portion of that certain alley is hereby vacated and declared vacated, provided, however, said vacation shall be subject to the following conditions and reservations

That an easement be and is hereby retained over the northerly 50 feet of the vacated portion of River Drive to protect existing storm and sanitary sewer lines

Section 2 The Council finds this Ordinance is necessary for the immediate preservation of the public health and public safety, and determines that it shall take effect immediately upon its final passage and publication

PASSED BY The Council May 9 1977

Edward F. Burke Jr. -President

APPROVED Lee H. Nichols -Mayor May 11 1977

ATTEST J. J. Ferguson -Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

PUBLISHED AT THE Daily Journal May 6 1977 and May 13 1977



I have made the findings and determinations set forth in the above and foregoing draft or form of a proposed Bill for an Ordinance, and, subject to approval by Ordinance, have vacated and do hereby vacate the described portion of that certain street and the described portion of that certain alley, subject to certain reservations, and request the Council of the City and County of Denver to approve such vacation, subject to certain reservations, by the enactment of an appropriate ordinance. I approve said draft or form of a proposed Bill for an Ordinance and recommend the introduction and passage thereof

Manager of Public Works

PREPARED BY Maas P. Zall -City Attorney
WHR

Ordinance No 267 Series 19 77
Councilman a Bill No 291

Meeting Date May 2 1977
Read in full to the Board of Councilmen and referred to the Committee on Public Works

Committee report adopted and bill ordered published
Meeting Date May 2 1977

Read by title and passed
Meeting Date May 9 1977

9
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STAT-D. J. C.
FILED J. L. C.
MAY 11 9 20 AM '77
REC'D 1415 678
S. RAFFINI
CITY CLERK

CITY CLERK
CITY OF DENVER
APR 28 1977
789 W. ALIEN ST., DENVER, CO 80202
789 W. ALIEN ST., DENVER, CO 80202

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 16th day of May, 1977, by and between Leo W. Schenkeir and Ruth E. Zangar, individually and Idamae Schack as Trustee for Edith M. Woll, Idamae Schack as Trustee for Patricia M. Mitchell and Idamae Schack as Trustee for Alice Jean Miles

hereinafter called "Grantor", (whether grammatically singular or plural) and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereinafter called the "Board".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other control systems related thereto including underground cables, wires and connections and surface appurtenances thereto. By way of example and not by way of limitation, the parties intend to include within the terms pipelines and appurtenances, the following: mains and conduits, valves, vaults, manholes, control systems, ventilators and the like in, through, over and across the following described parcel of land situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

A strip of land, twenty (20) feet in width, situated in the southeast quarter of the northeast quarter (SE 1/4 NE 1/4) of Section 32, Township 3 South, Range 63 West of the Sixth Principal Meridian, more particularly described as follows:

The northerly twenty (20) feet of the southerly thirty (30) feet of that portion of River Drive lying west of Interstate 25 as vacated by Ordinance Number 267 Series of 1977, as shown on D.M.W. drawing Dr. 68 No. 1230, a copy of which is attached hereto and made a part hereof.

The above described parcel of land contains 0.04 acre more or less.

0 2 6 4 1 5
STATE OF COLORADO
COUNTY OF DENVER
JUL 25 3 02 PM '77
1484 491

000.00 A 61

It is hereby mutually covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

1484 491

2 The Grantor shall not construct or place any structure or building street light power pole yard light mail box or sign temporary or permanent or plant any shrub tree, woody plant or nursery stock on any part of the above described right-of-way. Any structure or building street light, power pole yard light mail box or sign temporary or permanent or shrub tree woody plant or nursery stock of any kind situated on the above described right-of-way as of the date of this Agreement may be removed by the Board without liability for damage arising therefrom.

3 Existing fencing disturbed or destroyed by the Board in construction its facilities shall be replaced by the Board to its original condition as near as may be, however, the Grantor shall not construct new fencing across or within the right-of-way herein described without the written approval of the Board.

4 All water pipelines installed within above described right-of-way shall be laid not less than four feet below the natural surface of the adjacent ground.

5 The Board shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the right-of-way, provided, however, that upon obtaining the specific written permission of the Board, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any water pipeline or lines, and any modification undertaken by the Grantor would be upon terms which would provide for reimbursement to the Board of the cost of any alterations to any pipeline facility made necessary by the change.

6 After construction of any water pipeline or lines as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Board shall be removed from the right-of-way at the sole expense of the Board. The Board agrees that for a period of one year following construction which involved disturbance of the surface of the ground, the Board will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Board.

7 The Board agrees that other utilities such as sanitary sewer, storm sewer and gas lines may be installed in the above described right-of-way, as long as they do not interfere with the Board's rights herein granted, however, the installation of any and all of said utilities which parallel the Board's facilities will not be permitted to be installed within ten feet of said Board facilities. The intent herein is to reserve exclusively for water lines at least twenty (20) feet of the easement area. All plans for installing other utilities excepting right angular crossings within the right-of-way herein granted must be approved in writing by the Board prior to commencement of such installation.

8 The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

9 The Board may properly acquire, own, and exercise the rights in the subject property as herein provided for in order to insure to the Board a dominant easement for the exercise of the Board's functions and that the exercise of any rights in the subject property other than those retained by the Grantor should be within the sound discretion of the Board. The Board agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the Board's dominant rights, upon the payment of reasonable compensation to the Board and upon such reasonable terms, limitations and conditions as the Board shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the Board without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

10 In case the Board shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Board shall cease and terminate and all rights of the Board so abandoned shall cease and terminate and the Grantor shall hold said premises, as the same may then be free from the rights so abandoned and shall own all material and structures of the Board so abandoned but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Board at the time of the abandonment of Board rights.

1484 415

11 The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Board in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained

12 Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives heirs, executors, administrators, successors and assigns of the parties hereto

13 Unless special provisions are attached hereto, the above and foregoing constitute the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provisions hereof

SPECIAL PROVISIONS

NONE

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written

Leo W Schenkfir
LEO W SCHENKfir
Leo W Schenkfir
RUTH ZANGER

Leo W Schenkfir
IDAMAE SCHACK, AS TRUSTEE FOR EDITH M
WOLL
Leo W Schenkfir
IDAMAE SCHACK, AS TRUSTEE FOR PATRICIA
M MITCHELL
Leo W Schenkfir
IDAMAE SCHACK, AS TRUSTEE FOR ALICE JEAN
MILES

(Individual acknowledgment)

STATE OF COLORADO)
COUNTY OF) ss



The foregoing instrument was acknowledged before me this 7 day of

November, 1976, by LEO W SCHENKfir, individually and as attorney-in-fact for Ruth Zanger and Idamae Schack

Witness my hand and official seal

My commission expires 11/17/80

Leo W Schenkfir
Notary Public

(EXECUTION OF THIS AGREEMENT CONTINUED TO PAGE 4)

1484 496

(EXECUTION OF THIS AGREEMENT CONTINUED FROM PAGE 3)

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By J. L. [Signature]
Manager

APPROVED

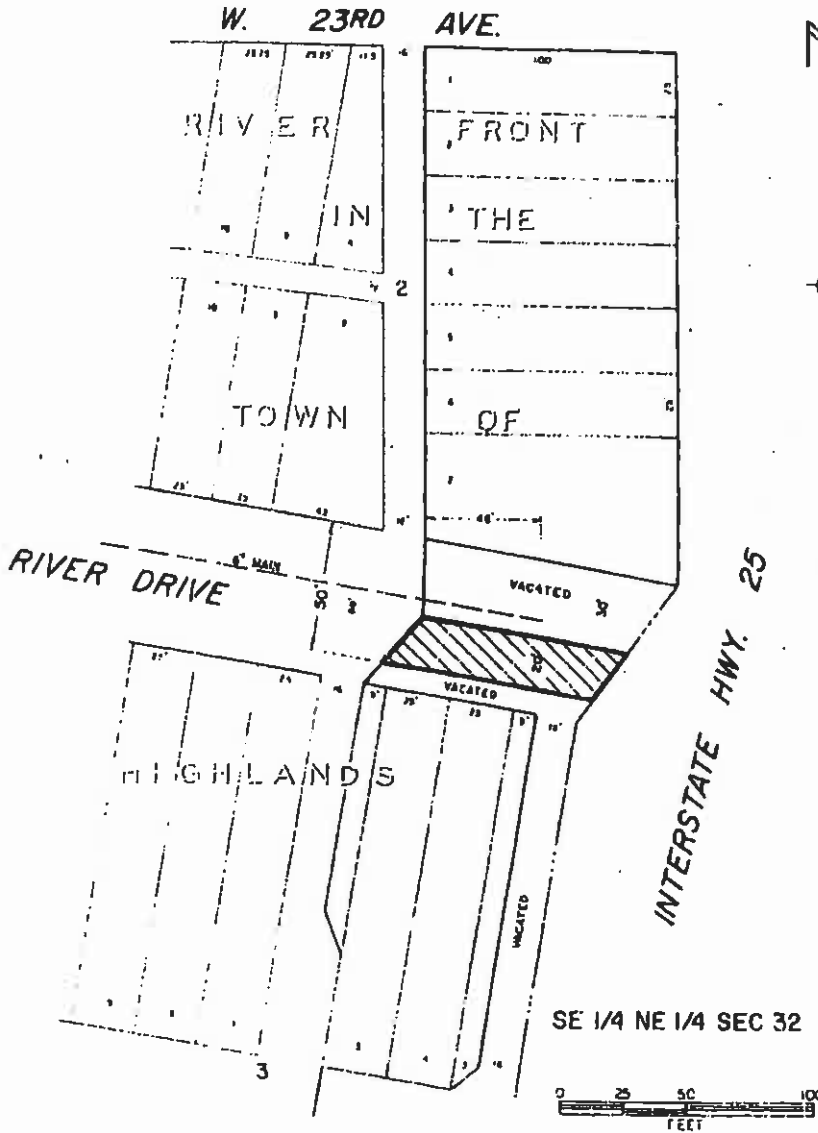
William C. Joller
Director of Engineering and
Construction

APPROVED AS TO FORM

[Signature]
Legal Division

1484 497

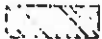
NE 1/4 SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST 6th P.M.
 — CITY & COUNTY OF DENVER —



SE 1/4 NE 1/4 SEC 32



LEGEND



RIGHT-OF-WAY ACQUIRED

DOCUMENT DATED MAY 16, 1977
 SECY FILE DOC

PARCEL CONTAINS 0.04 ACRE MORE OR LESS

**THE DENVER MUNICIPAL WATER WORKS
 ENGINEERING DIVISION**

MAIN, 6"
 RIGHT-OF-WAY ACQUIRED FROM
 LEO W. SCHENKEIR, et. al.

SCALE: 1" = 50'	DATE: NOVEMBER 8, 1976
DRN. ATY	TR. R. F. A. CK. <i>CJS</i>
APP.	DR. 68 No. 1238

1484 498

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 16TH day of MAY, 1977, by and between Chester Alan Leiser as Trustee and Devora Leiser as Trustee of the Chester Alan Leiser Trust and Anne Leiser, individually

hereinafter called "Grantor", (whether grammatically singular or plural) and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereinafter called the "Board".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other control systems related thereto including underground cables, wires and connections and surface appurtenances thereto. By way of example and not by way of limitation, the parties intend to include within the terms pipelines and appurtenances, the following: mains and conduits, valves, vaults, manholes, control systems, ventilators and the like in, through, over and across the following described parcel of land situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

A parcel of land, thirty (30) feet in width, situated in the southeast quarter of the northeast quarter (SE 1/4 NE 1/4) of Section 32, Township 3 South, Range 68 West of the Sixth Principal Meridian, more particularly described as follows:

The northerly thirty (30) feet of that portion of River Drive as vacated by Ordinance Number 267 Series of 1977, lying west of Interstate 25, as shown on D.M.W.W. drawing Dr. 68 No. 1008, a copy of which is attached hereto and made a part hereof.

The above described parcel of land contains 0.06 acre more or less.

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STATE OF COLORADO
COUNTY OF DENVER
MAY 16 1977
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It is hereby mutually covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

1484 489

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described right-of-way. Any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, of any kind situated on the above described right-of-way as of the date of this Agreement may be removed by the Board without liability for damage arising therefrom.

3. Existing fencing disturbed or destroyed by the Board in construction its facilities shall be replaced by the Board to its original condition as near as may be, however, the Grantor shall not construct new fencing across or within the right-of-way herein described without the written approval of the Board.

4. All water pipelines installed within above described right-of-way shall be laid not less than four feet below the natural surface of the adjacent ground.

5. The Board shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the right-of-way, provided, however, that upon obtaining the specific written permission of the Board, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any water pipeline or lines, and any modification undertaken by the Grantor would be upon terms which would provide for reimbursement to the Board of the cost of any alterations to any pipeline facility made necessary by the change.

6. After construction of any water pipeline or lines as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Board shall be removed from the right-of-way at the sole expense of the Board. The Board agrees that for a period of one year following construction which involved disturbance of the surface of the ground, the Board will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Board.

7. The Board agrees that other utilities such as sanitary sewer, storm sewer and gas lines may be installed in the above described right-of-way, as long as they do not interfere with the Board's rights herein granted; however, the installation of any and all of said utilities which parallel the Board's facilities will not be permitted to be installed within ten feet of said Board facilities. The intent herein is to reserve exclusively for water lines at least twenty (20) feet of the easement area. All plans for installing other utilities excepting right angular crossings within the right-of-way herein granted must be approved in writing by the Board prior to commencement of such installation.

8. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

9. The Board may properly acquire, own, and exercise the rights in the subject property as herein provided for in order to insure to the Board a dominant easement for the exercise of the Board's functions and that the exercise of any rights in the subject property other than those retained by the Grantor should be within the sound discretion of the Board. The Board agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the Board's dominant rights, upon the payment of reasonable compensation to the Board and upon such reasonable terms, limitations, and conditions as the Board shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the Board without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

10. In case the Board shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Board shall cease and terminate, and all rights of the Board so abandoned shall cease and terminate, and the Grantor shall hold said premises, as the same may then be, free from the rights so abandoned and shall own all material and structures of the Board so abandoned, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Board at the time of the abandonment of Board rights.

11. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Board in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

12. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

13. Unless special provisions are attached hereto, the above and foregoing constitute the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provisions hereof.

SPECIAL PROVISIONS:

NONE

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

THE CHESTER ALAN LEISER TRUST

Chester A. Leiser
CHESTER ALAN LEISER, TRUSTEE

Anne Leiser
ANNE LEISER

Devora Leiser, trustee
DEVORA LEISER, TRUSTEE

(Individual acknowledgment)

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of November, 19 76, by CHESTER ALAN LEISER AND DEVORA LEISER AS TRUSTEES for the Chester Alan Leiser Trust.

Witness my hand and official seal.

My commission expires: June 24, 1978



E. M. ...
Notary Public

(EXECUTION OF THIS AGREEMENT CONTINUED TO PAGE 4)

(EXECUTION OF THIS AGREEMENT CONTINUED FROM PAGE 3)

(Individual acknowledgment)

STATE OF COLORADO }
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this 29th day of November, 1976, by Anng Leiser

Witness my hand and official seal.

My commission expires: June 21, 1978.



Sylvia Mae Norman
Notary Public

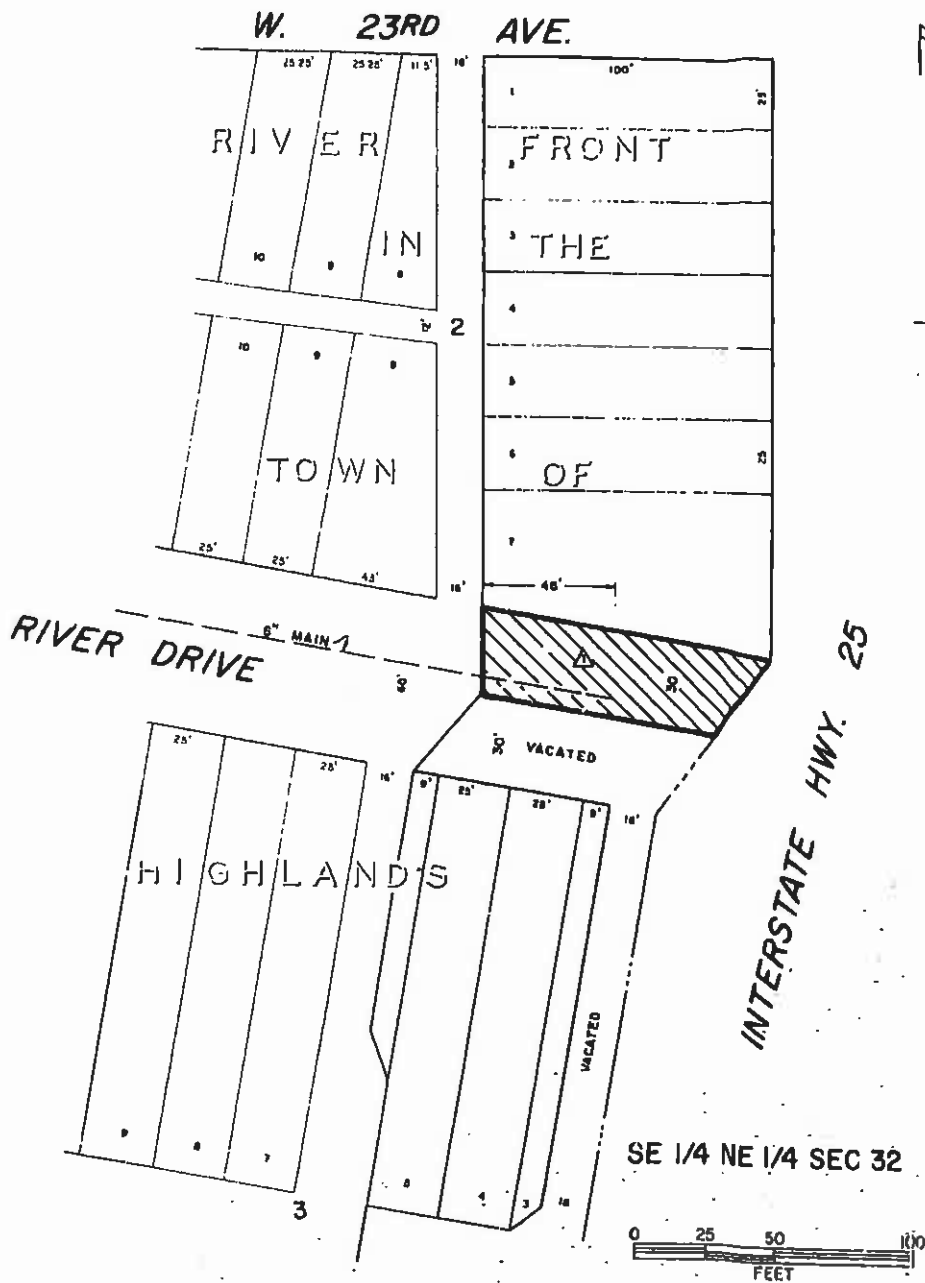
CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: [Signature]
Manager

APPROVED:
[Signature]
Director of Engineering and
Construction

APPROVED AS TO FORM:
[Signature]
Legal Division

NE 1/4 SECTION 32, TOWNSHIP 3 SOUTH, RANGE 68 WEST 6th P.M.
 — CITY & COUNTY OF DENVER —



LEGEND

 RIGHT-OF-WAY ACQUIRED

DOCUMENT DATED MAY 16, 1977
 SEC'Y FILE DOC.

PARCEL CONTAINS 0.08 ACRE MORE OR LESS		
THE DENVER MUNICIPAL WATER WORKS ENGINEERING DIVISION		
MAIN, 6" RIGHT-OF-WAY ACQUIRED FROM THE CHESTER ALAN LEISER TRUST, et. al.		
SCALE: 1" = 60'	DATE: APR. 1, 1978	
DRN. ATY:	TR. ATY:	CK: CAS
APP:	DR. 68, NO. 1008	

REVISOR 11-9-76 BY R.F.A. CKED, CDS CHANGED LEGAL DESC.

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 16th day of May, 1977, by and between Leo W. Schenkeir and Ruth E. Zangar, individually and Idamae Schack as Trustee for Edith M. Woll, Idamae Schack as Trustee for Patricia M. Mitchell and Idamae Schack as Trustee for Alice Jean Miles hereinafter called "Grantor", (whether grammatically singular or plural) and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereinafter called the "Board".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the sole, exclusive and permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other control systems related thereto including underground cables, wires and connections and surface appurtenances thereto. By way of example and not by way of limitation, the parties intend to include within the terms pipelines and appurtenances, the following: mains and conduits, valves, vaults, manholes, control systems, ventilators and the like in, through, over and across the following described parcel of land situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

A strip of land, twenty (20) feet in width, situated in the southeast quarter of the northeast quarter (SE 1/4 NE 1/4) of Section 32, Township 3 South, Range 63 West of the Sixth Principal Meridian, more particularly described as follows:

The northerly twenty (20) feet of the southerly thirty (30) feet of that portion of River Drive lying west of Interstate 25 as vacated by Ordinance Number 267 Series of 1977, as shown on D.M.W.M. drawing Dr. 68 No. 1238, a copy of which is attached hereto and made a part hereof.

The above described parcel of land contains 0.04 acre more or less.

0 2 6 4 1 5
STATE OF COLORADO
COUNTY OF DENVER
JUL 25 3 42 PM '77
1984 491

000.00 & 01

It is hereby mutually covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

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2 The Grantor shall not construct or place any structure or building street light power pole yard light mail box or sign temporary or permanent or plant any shrub tree, woody plant or nursery stock on any part of the above described right-of-way Any structure or building street light, power pole yard light mail box or sign temporary or permanent or shrub tree woody plant or nursery stock of any kind situated on the above described right-of-way as of the date of this Agreement may be removed by the Board without liability for damage arising therefrom

3 Existing fencing disturbed or destroyed by the Board in construction its facilities shall be replaced by the Board to its original condition as near as may be, however, the Grantor shall not construct new fencing across or within the right-of-way herein described without the written approval of the Board

4 All water pipelines installed within above described right-of-way shall be laid not less than four feet below the natural surface of the adjacent ground

5 The Board shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the right-of-way, provided, however, that upon obtaining the specific written permission of the Board, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any water pipeline or lines, and any modification undertaken by the Grantor would be upon terms which would provide for reimbursement to the Board of the cost of any alterations to any pipeline facility made necessary by the change

6 After construction of any water pipeline or lines as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Board shall be removed from the right-of-way at the sole expense of the Board The Board agrees that for a period of one year following construction which involved disturbance of the surface of the ground, the Board will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Board

7 The Board agrees that other utilities such as sanitary sewer, storm sewer and gas lines may be installed in the above described right-of-way, as long as they do not interfere with the Board's rights herein granted, however, the installation of any and all of said utilities which parallel the Board's facilities will not be permitted to be installed within ten feet of said Board facilities The intent herein is to reserve exclusively for water lines at least twenty (20) feet of the easement area All plans for installing other utilities excepting right angular crossings within the right-of-way herein granted must be approved in writing by the Board prior to commencement of such installation

8 The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided

9 The Board may properly acquire, own, and exercise the rights in the subject property as herein provided for in order to insure to the Board a dominant easement for the exercise of the Board's functions and that the exercise of any rights in the subject property other than those retained by the Grantor should be within the sound discretion of the Board The Board agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the Board's dominant rights, upon the payment of reasonable compensation to the Board and upon such reasonable terms limitations and conditions as the Board shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the Board without undue or unnecessary injury to or impairment of the estate retained by the Grantor

10 In case the Board shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Board shall cease and terminate and all rights of the Board so abandoned shall lease and terminate and the Grantor shall hold said premises, as the same may then be free from the rights so abandoned and shall own all material and structures of the Board so abandoned but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Board at the time of the abandonment of Board rights

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11 The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Board in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained

12 Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives heirs, executors, administrators, successors and assigns of the parties hereto

13 Unless special provisions are attached hereto, the above and foregoing constitute the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provisions hereof

SPECIAL PROVISIONS

NONE

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written

Leo W Schenkier
LEO W SCHENKIER
Leo W Schenkier
RUTH ZANGAR

Leo W Schenkier
IDAMAE SCHACK, AS TRUSTEE FOR EDITH M WOLL
Leo W Schenkier
IDAMAE SCHACK, AS TRUSTEE FOR PATRICIA M MITCHELL
Leo W Schenkier
IDAMAE SCHACK, AS TRUSTEE FOR ALICE JEAN MILES

(Individual acknowledgment)

STATE OF COLORADO)
COUNTY OF) ss



The foregoing instrument was acknowledged before me this 11 day of November, 1976, by LEO W SCHENKIER, individually and as attorney-in-fact for Ruth Zaiger and Idamae Schack

Witness my hand and official seal

My commission expires May 1 1980

Leo W Schenkier
Notary Public

(EXECUTION OF THIS AGREEMENT CONTINUED TO PAGE 4)

1484 496

(EXECUTION OF THIS AGREEMENT CONTINUED FROM PAGE 3)

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By J. L. [Signature]
Manager

APPROVED

William C. Joller
Director of Engineering and
Construction

APPROVED AS TO FORM

[Signature]
Legal Division

1484 497