



EXECUTIVE SUMMARY

DENVER
THE MILE HIGH CITY

Project Title:2011-0210-06, Denargo Market, Easement Relinquishment

Description of Proposed Project:Request for an Ordinance to relinquish certain easements in Denargo Market Subdivision Filing No 1.

Explanation of why the public right-of-way must be utilized to accomplish the proposed project:These are public easements over private property. We are relinquishing these easements

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:These are just a portion of the easements that will be relinquished.



DENVER
THE MILE HIGH CITY

Department of Public Works
Permit Operations and Right of Way Enforcement
201 W. Colfax Avenue, Dept. 507
Denver, CO 80202
P: 720-865-2782
F: 720-865-3280
www.denvergov.org/pwprs

REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT

TO: Esther Vargas, City Attorney's Office
FROM: Robert J. Duncanson, P.E.
Manager 2, Development Engineering Services
PROJECT NO: 2011-0210-06
DATE: September 7, 2011
SUBJECT: Request for an Ordinance to relinquish portions of easements where they lie within Denargo Market Subdivision Filing No 1.

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

This office has investigated the request of Kaydee Myers, dated 8/15/2011, on behalf of Denargo Market L.P. and Denargo Holdings LLC for the relinquishment of certain portions of said easements.

This matter has been checked by this office and has been coordinated with Division of Real Estate; Comcast Corporation; Councilperson Montero; 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 certain portions of the subject easements.

Therefore, you are requested to initiate Council action to relinquish certain portions of the following easements but only to the extent the easement area lies within the following described areas:

All of those easements as described in that Deed recorded at Book 6664, Page 436, on January 24, 1950, in the records of the Clerk and Recorder, City and County of Denver, but only to the extent that any of the easements lie within the boundary of Denargo Market Subdivision Filing No. 1.

All of those easements as described in that Warranty Deed recorded at Book 671, Page 334, on April 5, 1973, in the records of the Clerk and Recorder, City and County of Denver. but only to the extent that any of the easements lie within the boundary of Denargo Market Subdivision Filing No. 1.

All of those easements as described in that Rule and Decree recorded at Reception No. 2000076721 on June 2, 2000, and that Quit Claim deed recorded at Reception No. 2000141055, September 28, 2000, in the records of the Clerk and Recorder, City and County of Denver, but only to the extent that any of the above easements lie within the boundary of Denargo Market Subdivision Filing No. 1.

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



Attachments

RJD:VLH



cc: Asset Mgmt. Steve Wirth City
Council, Gretchen Williams
Councilperson Montero and Aides
Department of Law, Karen Aviles
Department of Law, Esther Vargas
Department of Law, Arlene Dykstra
Public Works, Christine Downs
Public Works, Debra Baca
Public Works Survey-Paul Rogalla
Project File **2011-0210-06**

Property Owner:
Denargo Market, L.P.
301 Congress Ave., Suite 500
Austin, TX 78701

Property Owner:
Denargo Holdings, L.L.C.
301 Congress Ave., Suite 500
Austin, TX 78701

Agent:
Kaydee Myers
Otten Johnson
950 17th St Ste 1600
Denver, Co 80202

ORDINANCE/RESOLUTION REQUEST

Please email requests to Daelene Mix at daelene.mix@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: September 7, 2011

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 certain portions of certain easement in Denargo Market Subdivision Filing No 1.

3. Requesting Agency: PW Right of Way Engineering Services

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

- Name: Vanessa Herman
- Phone: 720-913-0719
- Email: vanessa.herman@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: Debra Baca
- Phone: 720-865-8712
- Email: Debra.baca@denvergov.org

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

Relinquish certain portions of certain easements described in the Ordinance request.

****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: N/A
- b. Duration: Permanent
- c. Location: Denargo Market
- d. Affected Council District: Montero
- 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:

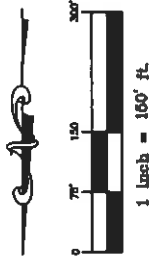
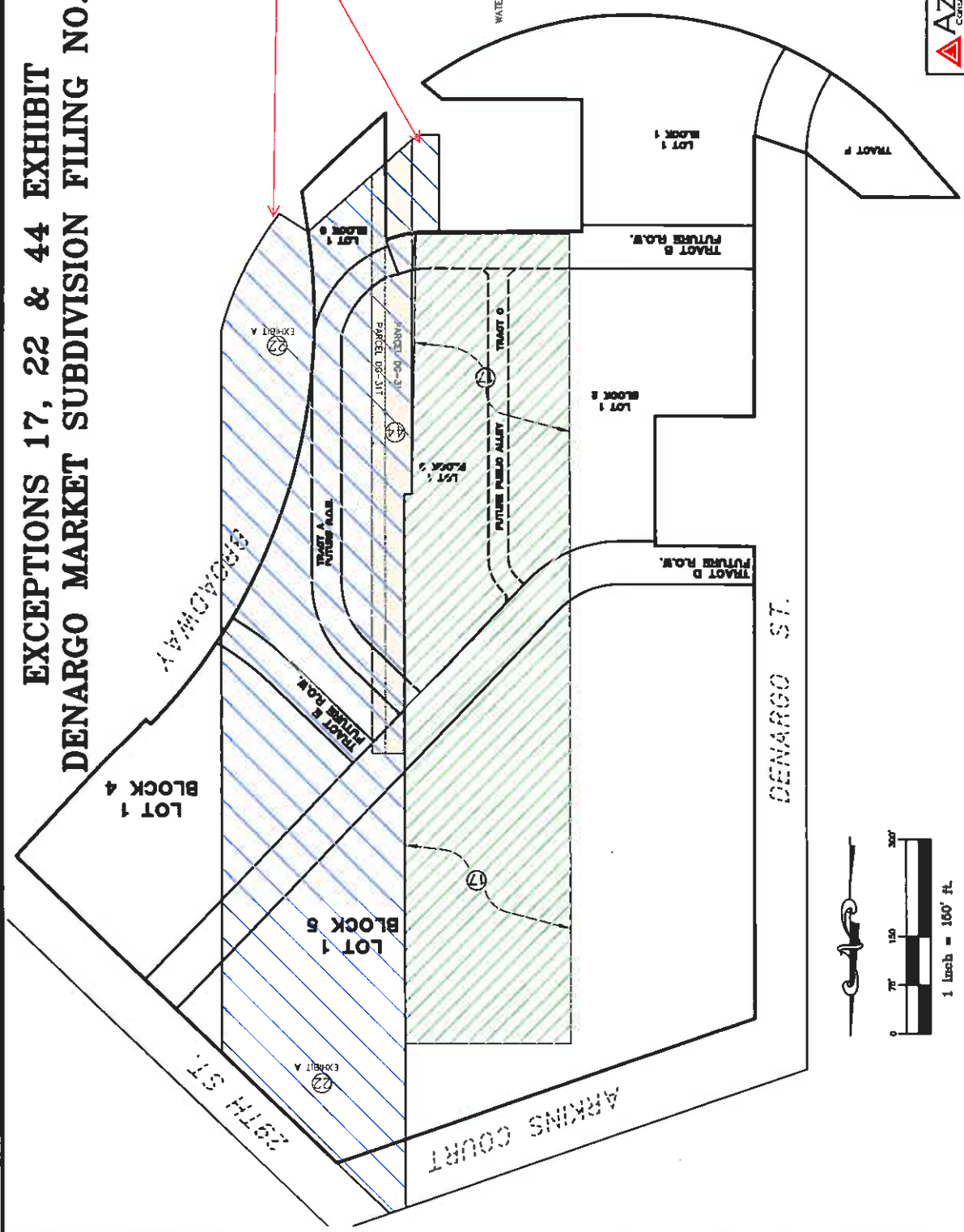
SIRE Tracking Number: _____

Date Entered: _____

EXCEPTIONS 17, 22 & 44 EXHIBIT DENARGO MARKET SUBDIVISION FILING NO. 1

These parts outside of Filing No. 1 are not to be returned

- ⑰ CITY SEWER LINES
BOOK 6694, PAGE 238
- ⑳ BLANKET IN NATURE
WATER LINE & HIGHWAY EASEMENT
EXHIBIT A
BOOK 671, PAGE 334
4/05/1973
- ㉔ SEWER EASEMENT
EXHIBIT A
REC. NO. 8/02/2000



AZTEC
LAND SURVEYING & ENGINEERING
 1000 N. 10TH ST., SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.AZTECSURVEYING.COM

DATE OF PREPARATION: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SHEET 1 OF 1

QUIT CLAIM DEED

THIS DEED, Made this 5TH day of SEPTEMBER, 2000, between METRO WASTEWATER RECLAMATION DISTRICT, a metropolitan sewage disposal district duly organized under the laws of the State of Colorado, Grantor, and the CITY AND COUNTY OF DENVER, a Municipal Corporation, Grantee.

WITNESSETH, That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the said Grantor in hand paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, hath remised, released, sold, conveyed and quit claimed, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said Grantee, its assigns forever, all the right, title, interest, claim and demand which the Grantor hath in and to the following described easement situate, lying and being in the City and County of Denver and State of Colorado, to wit:

See EXHIBIT A

(PARCEL: DG-31)

Reception No. 2000076721

attached hereto and made a part hereof.

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 the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, and its assigns forever.

IN WITNESS WHEREOF, The said Grantor hath caused its name to be hereunto subscribed by its Manager, the day and year first above written.

GRANTOR:

APPROVED AS TO FORM:

METRO WASTEWATER RECLAMATION
DISTRICT



District Legal Counsel

By: 

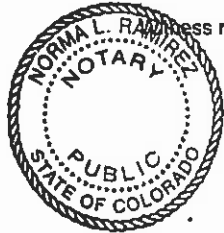
District Manager

STATE OF COLORADO

_____)
County of ADAMS) ss.

The foregoing instrument was acknowledged before me this 28th day of August, 2000, by Robert W. Hite, District Manager of Metro Wastewater Reclamation District

My notarial commission expires: Feb. 25, 2004



My Commission Expires 02/25/2004

Witness my hand and official seal.

Norma L. Ramirez
Notary Public
Address: 16450 York Street
Denver CO 80229

This Deed shall not be a valid conveyance until accepted by the City and County of Denver.

Accepted this 5th day of SEPTEMBER, 2000.

APPROVED:

By Al Foe
Manager of Public Works

126-31
1-9

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Civil Action No. 95 CV 3481, Courtroom 18

RECEIVED

APR 14 1997

RULE AND ORDER, JUDGMENT AND DECREE

METRO WASTEWATER RECLAMATION DISTRICT, a political subdivision of the State of Colorado,

Petitioner,

vs.

STEPHEN MARK APPLEMAN; ESTHER APPLEMAN; UNION PACIFIC RAILROAD COMPANY; UNION PACIFIC LAND RESOURCES CORPORATION; PATRICIA SCHWARTZBERG, Manager of Revenue of the City and County of Denver; STEPHEN HUTT, Treasurer of the City and County of Denver, Colorado; and THE CITY AND COUNTY OF DENVER, COLORADO,

Respondents.

THE COURT having reviewed the Stipulation for Entry of Rule and Order, Judgment and Decree filed by Petitioner and Respondents, and the Court being fully advised in the premises, makes the following Rule and Order, Judgment and Decree:

THE COURT FINDS:

1. Stephen Mark Appleman and Esther Appleman ("Appleman"), are the owners of the property referred to in the Petition for Condemnation And Immediate Possession and Amended Petition for Condemnation and Immediate Possession and described hereafter in this Rule and Order.
2. The Court has full and complete jurisdiction herein, service has been had upon all interested parties as required by law.
3. Petitioner and Respondent Landowners have stipulated that the value of the permanent easement sought by Petitioner, Metro, is \$38,600. Petitioner and Respondent Landowners have stipulated that the value of the temporary easement used by Petitioner is \$400.00 per month for twelve months (September 15, 1995 - September 15, 1996) for a total

of \$4,800.00. The value of the property interest acquired or used by Petitioner is therefore established at these amounts, for a total payment of \$43,400 to Respondent Applemans.

4. The description of the permanent easement acquired by the Petitioner and to which it seeks title is set forth on Exhibit A attached hereto.

5. The condemnation of the subject property is subject to existing Agreement dated December 15, 1994, recorded February 6, 1995 at Reception No. 9500014295 in the records of the City and County of Denver, State of Colorado.

6. Since Petitioner is not condemning a fee interest and is only taking a permanent easement in the subject property, there is sufficient property remaining to cover all outstanding tax liens and assessments. Therefore, Respondent Manager of Revenue has no objection to entry of this Rule and Order Judgment and Decree.

7. That Union Pacific Railroad Company may claim interests in the property by virtue of various reservations and exceptions described in various deeds noted in a Warranty Deed dated March 23, 1973, and recorded in Book 671, Page 334, Reception No. 036967 of the records in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

8. That Union Pacific Land Resources Corporation may claim an interest in the property by virtue of an exception and reservation for a Perpetual Easement contained in a Warranty Deed dated March 23, 1973, and recorded in Book 671, Page 434, Reception No. 036967 of the records in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

9. That Union Pacific Railroad Company and Union Pacific Land Resources Corporation have failed to file responsive pleadings and the court has entered default against Union Pacific Railroad Company and Union Pacific Land Resources Corporation.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the permanent easement described in Exhibit A attached hereto and incorporated by reference has been duly and lawfully taken and acquired by the Petitioner pursuant to the statutes and Constitution of the State of Colorado; and, that title to such permanent easement is hereby vested in the Petitioner; and

IT IS FURTHER ORDERED, that a certified copy of this Rule and Order be recorded and indexed in the Office of the Clerk and Recorder of the City and County of Denver, Colorado, in like manner and like effect as if it were a deed of conveyance from owners and parties interested to the Petitioner herein; and

IT IS FURTHER ORDERED, that if not already paid, Petitioner shall pay to the Respondents Stephen Mark Appleman and Esther Appleman the sum of \$43,400.00; and

IT IS FURTHER ORDERED, that each party pay its own costs and attorneys fees.

DATED AND ENTERED this 23 day of May, 1997.

BY THE COURT:

DISTRICT COURT JUDGE

RULE AND ORDER, JUDGMENT AND DECREE APPROVED AS TO FORM:

INMAN FLYNN & BIESTERFELD, P.C.

By: [Signature]
Joel A. Moritz, #9864
Richard P. Brentlinger #8668
1660 Lincoln St., Suite 1700
Denver, CO 80264
(303) 861-5300
Attorneys for Petitioner
Metro Wastewater Reclamation

FAEGRE & BENSON LLP

By: [Signature]
Joseph M. Montano #3695
370 Seventeenth Street, Suite 2500
Denver, Colorado 80202-4004
(303) 592-9000
Attorneys for Respondents
Stephen Mark Appleman and
Esther Appleman

OFFICE OF THE CITY ATTORNEY
CITY AND COUNTY OF DENVER

By: [Signature]
Karen Aviles, No. 13989
Assistant City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202
(303) 640-2665
Attorneys for Respondent
Manager of Revenue and
Treasurer - City and County of Denver

DNYR1:60019400.01



District Court
City & County of Denver, Colo.
Certified to be a full, true and correct
copy of the original in my custody.

JUN - 2 2000

By: [Signature]
Deputy Clerk

EXHIBIT 1
PERMANENT EASEMENT

Permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time to lay out and construct, maintain, service and repair underground pipelines and surface facilities for the purpose of conveying and measuring sewage across, through and under the lands hereinafter described, together with the right to excavate and install manholes and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The land affected by this easement and right-of-way is located in the City and County of Denver, State of Colorado. The land and easement is more particularly described as Parcel 03-31, a description of which is attached hereto.

To have and to hold such easement and right-of-way unto the Petitioner and unto its successors and assigns forever.

The Petitioner shall have the right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon if such there be. Otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Respondent(s).

The Petitioner hereby covenants and agrees that it shall promptly backfill any trench made by it on said strips and repair any damage it shall do to Respondent(s)'s fences, private roads or lanes on said lands.

The Respondent(s) shall have the right to use said strips for purposes which will not interfere with the Petitioner's full enjoyment of the rights hereby ordered and decreed; provided that the Respondent(s) shall not erect or construct any building or other structure or drill or operate any well or construct any reservoir or other obstruction on said strips; mine or remove any soil, sand or gravel in said strips or diminish or substantially add to the ground cover over said pipelines.

Parcel No. 26-11

A Permanent Easement of variable width located in the Southwest 1/4 and the Northwest 1/4 of Section 27, T18S, R58W of the 6th P.M., City and County of Denver, Colorado. Said Permanent Easement is located within the Appleman Tract, Book 1433, Page 55, as recorded in the City and County of Denver Public Records. Said Permanent Easement being more particularly described as follows:

Basis of bearings is the West line of the Northwest 1/4 of the Southwest 1/4 of Section 27, which is considered to bear N 00°04'33" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 27; thence S 24°32'02" E a distance of 391.25 feet to a point on the northwesterly line of the Union Pacific Railroad Tract, the Point of Beginning of said easement.

Thence leaving said northwesterly line N 00°00'38" E a distance of 522.95 feet;

Thence S 89°59'22" E a distance of 11.50 feet;

Thence N 00°00'38" E a distance of 420.50 feet to a point on the southerly line of the Naiman Tract, Reception No.'s 93-3002116, 93-0002121, 93-0002125, as recorded in the City and County of Denver Public Records,

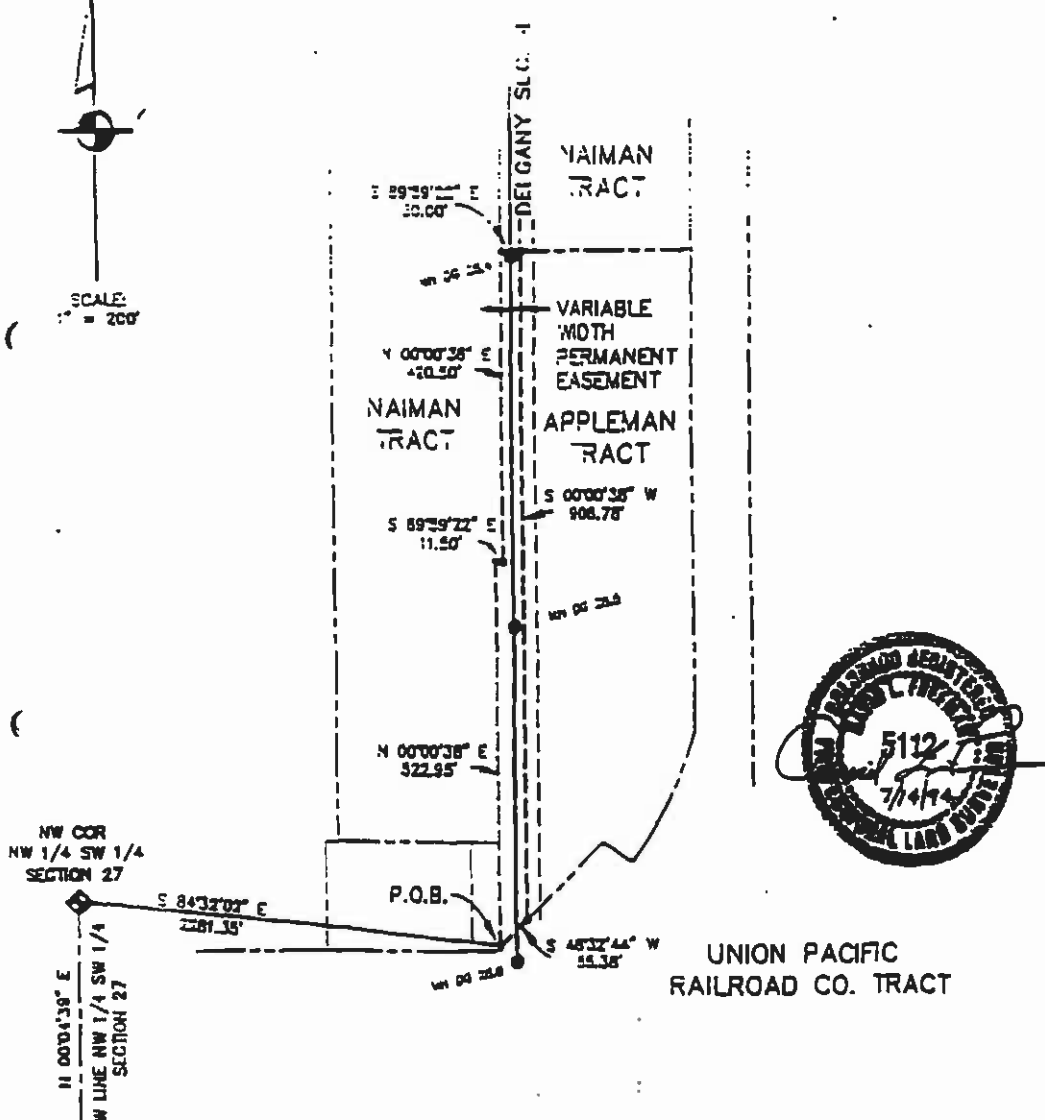
Thence along said southerly line S 89°59'22" E a distance of 30.00 feet;

Thence leaving said southerly line S 00°00'38" W a distance of 306.78 feet to a point on the northwesterly line of said Union Pacific Railroad Tract;

Thence along said northwesterly line S 48°32'44" W a distance of 55.38 feet to the Point of Beginning;

Said Permanent Easement contains 33,556 square feet or 0.77 acres more or less.

V 1/2 SECTION 27, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST, 6th P.M.
 DENVER COUNTY



BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 27, T3S, R68W, WHICH IS CONSIDERED TO BEAR N 00°04'39" E.

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

METRO WASTEWATER

EXHIBIT "A" PARCEL DG-31

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements for the purpose of storing materials, supplies, excavated materials and equipment and for such other purposes as Petitioner deems necessary in conjunction with the construction of sewer lines.

The Petitioner shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the stated use of the premises. The Petitioner shall have the right of ingress to and egress from the said premises over and across the lands of the Respondent(s) by means of roads and lanes thereon if such there be, otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Respondent(s). The Petitioner shall have this right of entry until completion of the aforementioned sewage lines, at which time the Petitioner shall, as nearly as possible, restore the premises to its original condition, less any trees or bushes that have been removed, and return it to the Respondent(s) herein.

The parcels or tracts of land subject to the temporary construction easements are described as Parcel DG-31T, a description of which is attached hereto.

Parcel No. CG-117

A Temporary Construction Lease of variable width located in the Southwest 1/4 and the Northwest 1/4 of Section 27, T1S, R63W of the 1st P.M., City and County of Denver, Colorado. Said Temporary Construction Lease is located within the Appleman Tract, Book 1413, Page 14, as recorded in the City and County of Denver Public Records. Said Temporary Construction Lease being more particularly described as follows:

Basis of bearings is the West line of the Northwest 1/4 of the Southwest 1/4 of Section 27, which is considered to bear N 00°04'39" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 27; thence S 85°31'59" E a distance of 1319.23 feet to a point on the northwesterly line of the Union Pacific Railroad Tract, the Point of Beginning of said Lease.

Thence leaving said northwesterly line N 00°00'38" E a distance of 906.73 feet to a point on the southerly line of the Naiman Tract, Reception No.'s 93-000216, 93-0002121, 93-0002125, as recorded in the City and County of Denver Public Records,

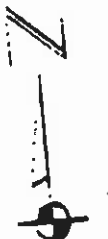
Thence along said southerly line S 89°59'22" E a distance of 10.00 feet;

Thence leaving said southerly line S 00°00'38" W a distance of 389.11 feet to a point on the northwesterly line of the Union Pacific Railroad Tract;

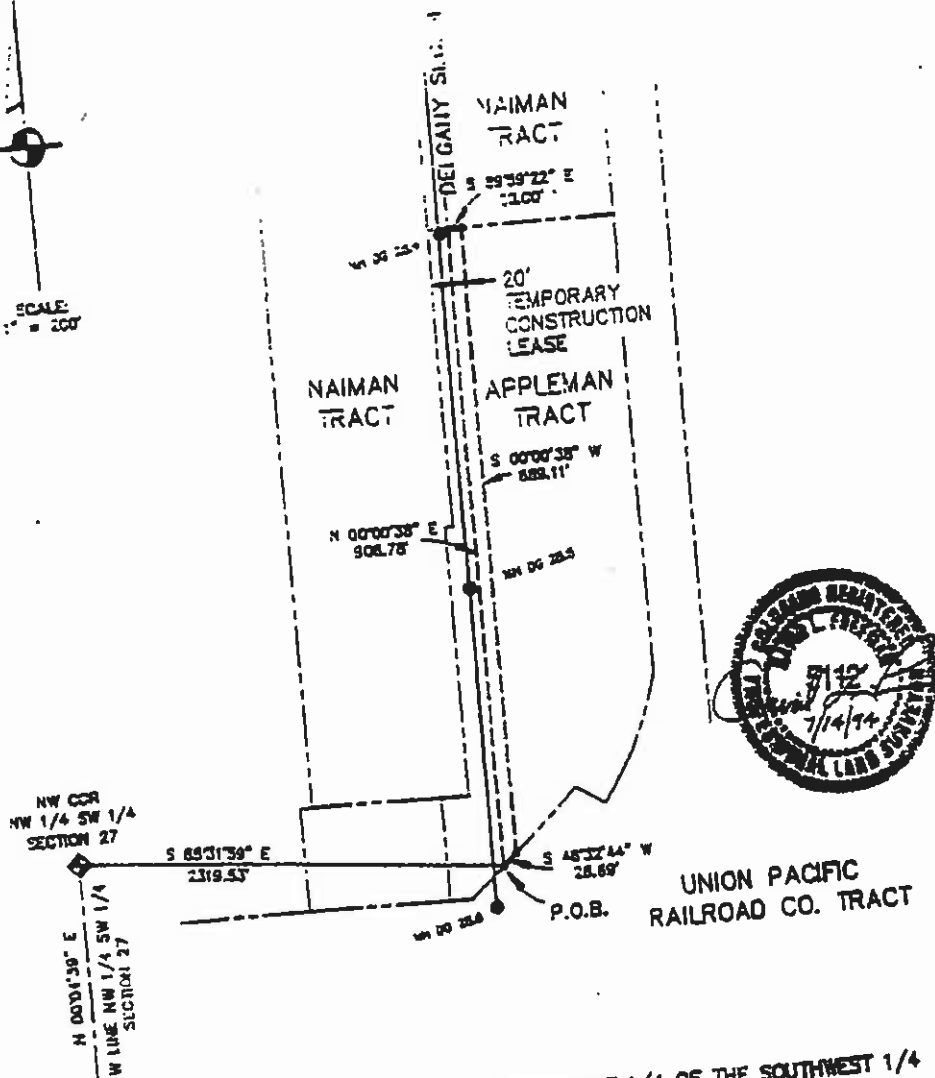
Thence along said northwesterly line S 48°12'44" W a distance of 26.69 feet to the Point of Beginning;

Said Temporary Construction Lease contains 17,959 square feet or 0.41 acres more or less.

N 1/2 SECTION 27, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST, 5th P.M.
 DENVER COUNTY



SCALE:
 1" = 200'



POINT OF BEGINNING IS THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 27, T3S, R68W, WHICH IS CONSIDERED TO BEAR N 00°04'39" E.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 METRO WASTEWATER EXHIBIT "A" PARCEL DC-317

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THIS DEED, Made this 29th day of

December, A.D. 1949, between UNION PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Utah, of the first part, and GROWERS PUBLIC MARKET ASSOCIATION, a corporation of the State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Hundred Twenty-two Thousand Two Hundred, Ninety Dollars and Forty-one Cents (\$122,290.41) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described parcel of land, with the improvements located thereon, situate, lying and being in the City and County of Denver and State of Colorado, to wit:

A piece or parcel of land situate in the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) and in the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4) of Section Twenty-seven (27) Township Three (3) South, Range Sixty-eight (58) West of the Sixth Principal Meridian, in the City and County of Denver, Colorado, more particularly described as follows, to wit:

Beginning at a point that is three hundred sixty-three and seventy-five hundredths (363.75) feet distant westerly from the north and south center line of said Section Twenty-seven (27), measured along a straight line at right angles thereto at a point thereon that is one thousand one hundred seventy-three and four tenths (1173.4) feet distant north of the center of said section, measured along said north and south center line;

thence southerly along a straight line that is parallel with and three hundred sixty-three and seventy-five hundredths (363.75) feet distant westerly, measured at right angles, from said north and south center line of Section Twenty-seven (27), a distance of eight hundred forty-five and two tenths (845.2) feet to a point;

thence westerly along a straight line at right angles to said north and south center line of Section Twenty-seven (27) a distance of eleven

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and five tenths (11.5) feet to a point that is twenty (20) feet distant westerly, measured at right angles, from the center line of that certain spur track of the Union Pacific Railroad Company, as now constructed and operated, located along the easterly side of the southerly portion of the piece or parcel of land hereby described;

thence southerly along a line that is parallel with and twenty (20) feet distant westerly, measured at right angles and/or radially, from said center line of spur track, a distance of four hundred and six tenths (400.6) feet, more or less, to a point in a straight line at right angles to said north and south center line of Section Twenty-seven (27) at a point thereon that is seventy-two and two tenths (72.2) feet distant southerly of the center of said section, measured along said north and south center line;

thence westerly along a straight line at right angles to said north and south center line of Section Twenty-seven (27) a distance of two hundred thirty-eight (238) feet, more or less, to a point in a straight line that is parallel with and six hundred nineteen and seventy-five hundredths (619.75) feet distant westerly, measured at right angles, from said north and south center line of Section Twenty-seven (27);

thence northerly along a straight line that is parallel with said north and south center line of Section Twenty-seven (27), a distance of one thousand two hundred forty-five and six tenths (1245.6) feet to a point that is six hundred nineteen and seventy-five hundredths (619.75) feet distant westerly from said north and south center line of Section Twenty-seven (27), measured along a straight line at right angles thereto at a point thereon that is one thousand one hundred seventy-three and four tenths (1173.4) feet distant north of the center of said section, measured along said north and south center line;

thence easterly along a straight line at right angles to said north and south center line of Section Twenty-seven (27), a distance of two hundred fifty-six (256) feet to the point beginning;

containing an area of seven and twenty-one hundredths (7.21) acres, more or less;

together with the right of ingress and egress to and from the premises hereinbefore described from and to the Platte River Drive over the land of the party of the first part located between the southerly boundary of said premises and the Platte River Drive and between the east and west boundary lines of said

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premises projected northerly to the Platte River Drive, and the right to maintain underground utility service lines across said land to reach the premises hereby conveyed and for the purpose of serving the same from connections with utility service lines in said Platte River Drive, whether such underground lines now exist or are later constructed by or for the second party, the right to construct same being hereby granted; on condition, however, that such new lines shall be constructed, and all lines shall be maintained, in such a way as not to interfere with other service lines on or underneath said land or with the convenient use of said land by the grantor, its successors and assigns, or by others to whom a right to the use thereof shall be given, for any purpose not inconsistent with the rights herein granted.

EXCEPTING from this grant the electric power and telephone pole and wire lines of the party of the first part now existing over, upon and across the above described premises, and RESERVING to the party of the first part, its successors and assigns, the right to use, operate, maintain and reconstruct its said pole and wire lines over, upon and across the premises hereby conveyed; and

SUBJECT to -

(a) that certain agreement between Union Pacific Railroad Company and Public Service Company of Colorado, dated March 10, 1939, covering the construction and maintenance of a gas main extension and service connections, including service connections underneath the surface of and across a portion of the premises hereby conveyed, in so far as said agreement pertains to gas lines on said premises;

(b) that certain agreement between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, dated August 12, 1940, as extended by rider dated March 26, 1945, covering the maintenance and operation of an underground telephone cable underneath the surface of and across a portion of the premises hereby conveyed, and the right to renew and extend the same;

(c) that certain agreement between Union Pacific Railroad Company and Public Service Company of Colorado and The Mountain States Telephone and Telegraph Company, dated July 10, 1944, as extended by rider dated May 14, 1949, covering the maintenance and operation of an underground telephone cable across a portion of the premises hereby conveyed, in so far as said agreement pertains to that portion of said telephone cable on said premises;

(d) the right of the City and County of Denver to continue the maintenance, use, operation and reconstruction of sewer lines now located underneath and across a portion of the surface of the premises hereinbefore described.

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(e) all taxes and assessments (special or general) lawfully levied or assessed upon or against the premises hereinbefore described for or during the year 1949 and subsequent years, all of which taxes and assessments the party of the second part hereby assumes and agrees to pay; and

(f) all rights, liens or encumbrances created or permitted by any other person than the party of the first part subsequent to January 26, 1939.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above conveyed premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions and reservations, the said premises above described and hereby conveyed, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said Union Pacific Railroad Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the sealing and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except as aforesaid; and the above conveyed premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND, except as aforesaid.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909 of the State

of New York, being Chapter 8 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby said Bankers Trust Company became successor to said The Mercantile Trust Company as Trustee of said mortgage; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said party of the second part, for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said party of the second part;

NOW, THEREFORE, Know All Men by These Presents, that the said BANKERS TRUST COMPANY, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the exceptions and reservations aforesaid, unto the said Growers Public Market Association its entire right, title and interest as Trustee in and to the said real estate described aforesaid, to be held by the said party of the second part free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event.

IN WITNESS WHEREOF, the said party of the first part, Union Pacific Railroad Company, and the Bankers Trust Company, Trustee under said mortgage deed of July 1, 1897, each has caused this deed to be duly executed on its part

this 29th day of December, 1949.

In Presence of:

[Signature]

UNION PACIFIC RAILROAD COMPANY,

By *[Signature]*
Vice President

Attest:

[Signature]
Assistant Secretary

(Seal)

In Presence of:

[Signature]

BANKERS TRUST COMPANY, Trustee,

By *[Signature]*
Vice President

Attest:

[Signature]
Assistant Secretary

(Seal)



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STATE OF NEW YORK

COUNTY OF NEW YORK

On this 30th day of December, 1949,
 before me, a Notary Public in and for said County in the
 State aforesaid, personally appeared W. C. SMITH
 to me personally known, and to me personally known to be
Vice President of UNION PACIFIC
RAILROAD COMPANY, and to be the same person whose name is
 subscribed to the foregoing instrument, and who, being by me
 duly sworn, did say that he is Vice President

of Union Pacific Railroad Company; that the
 seal affixed to said instrument is the corporate seal of
 said corporation; and that said instrument was signed and
 sealed on behalf of said corporation by authority of its
 Board of Directors; and the said W. C. SMITH
 acknowledged said instrument to be his free and voluntary
 act and deed, and the free and voluntary act and deed of
 said corporation, by it voluntarily executed, for the uses
 specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand
 and official seal the day and year last above written.
 My commission expires March 30, 1951

[Signature]
 Notary Public
 State of New York
 My Commission Expires March 30, 1951

024 State of New York
County of New York

On this 10 day of January, 1952
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared F. E. BRACH

to me personally known, and to me personally known to be
related, Vice President of THE BANKERS TRUST COMPANY, and to
be the same person whose name is subscribed to the foregoing
instrument, and who, being by me duly sworn, did say that he
is Assistant Vice President of Bankers Trust Company; that
the seal affixed to said instrument is the corporate seal of
said corporation; and that said instrument was signed and
sealed on behalf of said corporation by authority of its
Board of Directors; and the said F. E. BRACH

acknowledged said instrument to be his free and voluntary act
and deed, and the free and voluntary act and deed of said
corporation, by it voluntarily executed, for the uses specified
therein.

In WITNESS WHEREOF, I have hereunto set my hand and
official seal at the day and year last above written.

My commission expires March 22 1951

Oliver A. Stephen

OLIVER A. STEPHEN
NOTARY PUBLIC, State of New York
County of New York
Office at New York
City, New York

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ORIGINAL

UPLR C. D. No. 33042

APR 5 8 21 AM '73

WARRANTY DEED

THIS DEED, Made this 23rd day of March, 1973, between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Utah, Grantor, and CREWS STORAGE AND CARBONIC COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, Grantee:

WITNESSETH, That the Grantor, for and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) to the said Grantor paid by the said Grantee, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed and by these presents does grant, bargain, sell, and convey unto the said Grantee; its successors and assigns, forever, the real estate situate in the City and County of Denver, State of Colorado, described in Exhibit A, hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantee, its successors and assigns.

EXCEPTING from this grant a 4-inch underground water pipe line and an electric power pole and wire line and RESERVING unto the Grantor, its successors and assigns, a PERPETUAL easement for the maintenance, operation, repair, renewal and reconstruction of

(a) said water pipe line under and along a portion of the premises described in said Exhibit A, said portion being a 10-foot strip of land 5 feet in width on either side of the following described center line:

Commencing at the center of said Section 27, thence North along said north-south center line of said Section 27, a distance of 1178 feet, more or less,

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thence West a distance of 82.0 feet to the true point of beginning;

thence approximately N. 60° W., an approximate distance of 100 feet;

thence West an approximate distance of 4 feet to a point on a line parallel with and 5 feet distant easterly, measured at right angles, from the east building line of an existing produce warehouse;

thence North along said parallel line an approximate distance of 58 feet to a point on a line parallel with and 28 feet distant northerly, measured at right angles, from the North building line of said warehouse;

thence West along the last above described parallel line a distance of 113 feet to a point on a line parallel with and 5 feet distant westerly, measured at right angles, from the northerly extension of the West line of said warehouse;

thence South along the last above described parallel line an approximate distance of 58 feet;

thence approximately S. 85° W., an approximate distance of 76 feet to the westerly line of the premises described in said Exhibit A.

and

(b) said electric power pole and wire line upon, over, along and across a portion of the premises described in said Exhibit A, said portion being a 20-foot strip of land 10 feet in width on either side of the following described center line:

Commencing at the center of said Section 27;

thence North along the north-south center line of said Section 27, a distance of approximately 210 feet;

thence West a distance of 82.0 feet to Point No. 1, being the True Point of Beginning;

thence approximately S. 53° W. an approximate distance of 325 feet to Point No. 2;

thence West an approximate distance of 150 feet to Point No. 3, being a point on a West line of the premises described in said Exhibit A;

also South from said Point No. 2, approximately S. 53° W. an approximate distance of 35 feet to Point No. 4, being a point on a Southerly line of the premises described in said Exhibit A;

together with the right of ingress and egress to and from said premises for the purpose of exercising the rights reserved unto the Grantor, its successors and assigns, with respect to said water pipe line and electric power pole and wire line, and, if and when necessary, removing said water pipe line and electric power pole and wire line.

This deed is made SUBJECT to the following.

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, including without limiting the generality of the foregoing the special taxes or assessments for the payment of the bonds of the Moffat Tunnel Improvement District, levied upon or assessed against the premises described in said Exhibit A which became or may become due and payable in the year 1973 shall be prorated as of the date of this deed between the Grantor and the Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of this deed and assumes all taxes and all assessments and all installments of assessments, including without limiting the generality of the foregoing the special taxes of assessments for the payment of the bonds of the Moffat Tunnel Improvement District, which may become due and payable after said year;

(b) All outstanding leases covering portions of the premises described in said Exhibit A;

(c) That certain quitclaim deed dated as of April 1, 1971, from Union Pacific Railroad Company and The Chase Manhattan Bank (N.A.) to Union Pacific Land Resources Corporation, identified in the records of the Resources Corporation as UPLR C.D. No. 330, wherein the Railroad Company and The Chase Manhattan Bank (N A) quitclaimed all of their right, title and interest in and to a portion of the premises described in said Exhibit A, but excepted from said quitclaim the Railroad Company's pneumatic tube, signal line and railroad trackage located upon, over, along and across portions of said premises, and reserved to the Railroad Company a perpetual easement for the maintenance, operation, repair, renewal and reconstruction of said pneumatic tube, signal line and railroad trackage upon, over, along and across portions of said premises; the easement for said trackage having been released and quitclaimed, and the trackage sold, by Release and Quitclaim and Bill of Sale dated March 15, 1973, from Union Pacific Railroad Company to Union Pacific Land Resources Corporation, identified in the records of the Resources Corporation as UPLR C.D. No. 330-1-1.

(d) The existing encroachment of the building owned by Growers Public Market Association along the westerly boundary of the premises described in said Exhibit A,

(e) That certain deed dated March 29, 1949, from Union Pacific Railroad Company to Tony Amato, et al ,

identified in the records of the Railroad Company as C.D. No. 23827-14-1, Audit No. 1781, and recorded April 26, 1949, in Book 6535, Pages 464 through 472, in the Deed Records of the City and County of Denver, State of Colorado;

(f) All right, title and interest of the public in and to the streets, sanitary sewers and storm sewers as now located upon, under and along the premises described in said Exhibit A;

(g) Without limiting the generality of the provisions of subparagraph (f) above, this grant is specifically made subject to that certain easement deed dated June 3, 1939, from Union Pacific Railroad Company to the City and County of Denver, Colorado, identified in the records of the Railroad Company as C.D. No. 22971-J, whereby the Railroad Company granted to the City and County of Denver, Colorado, an easement for highway purposes;

(h) That certain agreement dated August 9, 1963, between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of the Railroad Company as C.D. No. 47165, Audit No. 102789, wherein the Railroad Company granted to The Mountain States Telephone and Telegraph Company a license to continue to maintain and operate an underground telephone wire line on and across and over or under, as the case may be, portions of the premises described in said Exhibit A; said agreement having been renewed to and including February 5, 1973;

(i) That certain agreement dated October 9, 1963, between Union Pacific Railroad Company and Public Service Company of Colorado, identified in the records of the Railroad Company as C.D. No. 47165-1, Audit No. 103101, wherein the Railroad Company granted to Public Service Company of Colorado a license to continue to maintain and operate underground power cables and overhead power wire lines on and along portions of the premises described in said Exhibit A; said agreement having been extended to and including February 5, 1973; and

(j) That certain agreement dated December 1, 1949, between the City and County of Denver, acting by and through its Board of Water Commissioners, and Union Pacific Railroad Company, identified in the records of the Railroad Company as C.D. No. 35804, Audit No. 73147, wherein the City and County of Denver granted to the Railroad Company a license to construct water mains and appurtenances upon, beneath and along a portion of the premises described in said Exhibit A.

It is expressly understood that the subjacent support of the premises described in said Exhibit A may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon condition that the Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, except, however, as aforementioned.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the said premises above bargained and described in said Exhibit A, with the appurtenances, unto the Grantee, its successors and assigns, forever. And the said Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the said Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, and encumbrances of whatever kind or nature soever, except as aforesaid; and the above bargained premises in the quiet and peaceable possession of the said Grantee, its successors and assigns, against every person and all persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will WARRANT AND FOREVER DEFEND, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of

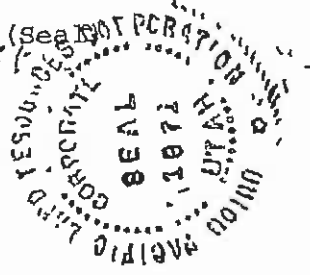
UNION PACIFIC LAND RESOURCES CORPORATION,

Attest

By

President

Assistant Secretary



STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On this 23rd day of March, 1973,
before me, a Notary Public in and for said County in the State
aforesaid, personally appeared J.W. Godfrey, to me
personally known, and to me personally known to be the
President of UNION PACIFIC LAND RESOURCES CORPO-
RATION, and to be the same person whose name is subscribed to
the foregoing instrument, and who, being by me duly sworn,
did say that he is President of Union Pacific Land
Resources Corporation; that the seal affixed to said instru-
ment is the corporate seal of said corporation; and that
said instrument was signed and sealed on behalf of said
corporation by authority of its board of directors; and the
said J.W. Godfrey acknowledged said instrument to be
his free and voluntary act and deed, and the free and volun-
tary act and deed of said corporation, by it voluntarily
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires Sept. 7, 1976.

D. W. Wolfen
Notary Public

Residing at Omaha, Nebraska.

(Seal.)



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EXHIBIT A

A parcel of land situate in the East Half of the Northwest Quarter and Northeast Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bounded and described as follows:

Commencing at the center of said Section 27;

thence North along the north-south centerline of said Section 27 a distance of 77.36 feet;

thence West a distance of 82.00 feet to a point being the True Point of Beginning, said point also being a point on a curve concave northwesterly, the center of circle which the curve is an arc bearing N. $75^{\circ} 34' 21''$ W., having a delta of $16^{\circ} 25' 18''$ and a radius of 468.34 feet;

thence southwesterly along said curve an arc distance of 134 23 feet to a point on a compound curve concave northwesterly, the center of the circle which the curve is an arc bearing N. $59^{\circ} 09' 03''$ W., having a delta of $6^{\circ} 13' 18''$, and a radius of 627 27 feet;

thence southwesterly along said curve an arc distance of 68 11 feet,

thence N. $58^{\circ} 00' 00''$ W., a distance of 52.09 feet to a point, said point being 100 feet distant northwesterly and parallel with the center line of the west bound main track of the Union Pacific Railroad Company;

thence S. $48^{\circ} 17' 46''$ W., parallel with said centerline of track a distance of 224.46 feet;

thence West 34.30 feet to a point on the east line of a parcel hereofore conveyed to Tony Amato, Pete Amato, Salvatore Amato, and Salvatore F. Amato by Warranty Deed dated July 17, 1946;

thence North along the east line of said parcel a distance of 148 63 feet to a point, said point being 417.58 feet West and 75 67 feet South of said center of Section 27;

thence East along a line 3.47 feet South of the South line of a parcel of land recorded in Book 6664 at Pages 436 and 437 of the Deed of Records of the City and County of Denver, a distance of 35.98 feet to a point on a curve concave westerly, the center of the circle which the curve is an arc bearing N. $82^{\circ} 30' 49''$ W., having a delta of $7^{\circ} 29' 11''$ and a radius of 744.50 feet;

thence along said curve an arc distance of 97.28 feet to a point of tangent;

thence North a distance of 306.87 feet;

thence East a distance of 11.50 feet;

thence North a distance of 845.20 feet to the northeast corner of said parcel of land recorded in Book 6664 at Pages 436 and 437;

thence continuing North a distance of 253.69 feet to a point on the right-of-way line common to Arkins Court and that of the official channel of the South Platte River;

thence N. $70^{\circ} 50' 42''$ E., along said right-of-way line, a distance 26.26 feet to a point on the southwesterly right-of-way line of 29th Street;

thence S. $46^{\circ} 09' 18''$ E., along said southwesterly right-of-way line a distance of 356.26 feet;

thence South along a line parallel with and 82.0 feet distant west of said north-south centerline of Section 27 a distance of 1,111.57 feet to the True Point of Beginning,

excepting therefrom those parcels of land conveyed by deeds dated March 29, 1949, and March 26, 1964, and recorded in Book 6535, Page 466 through 472, and Book 9250, Page 45, respectively, in Deed Records of the City and County of Denver, State of Colorado.

Containing a net area of 401,709 square feet, more or less, or 9.222 acres, more or less.

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DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO

Civil Action No. 95 CV 3481, Courtroom 18

RECEIVED

APR 14 1997

RULE AND ORDER, JUDGMENT AND DECREE

METRO WASTEWATER RECLAMATION DISTRICT, a political subdivision of the State of Colorado,

Petitioner,

vs.

STEPHEN MARK APPLEMAN; ESTHER APPLEMAN; UNION PACIFIC RAILROAD COMPANY; UNION PACIFIC LAND RESOURCES CORPORATION; PATRICIA SCHWARTZBERG, Manager of Revenue of the City and County of Denver; STEPHEN HUTT, Treasurer of the City and County of Denver, Colorado; and THE CITY AND COUNTY OF DENVER, COLORADO,

Respondents.

THE COURT having reviewed the Stipulation for Entry of Rule and Order, Judgment and Decree filed by Petitioner and Respondents, and the Court being fully advised in the premises, makes the following Rule and Order, Judgment and Decree:

THE COURT FINDS:

1. Stephen Mark Appleman and Esther Appleman ("Appleman"), are the owners of the property referred to in the Petition for Condemnation And Immediate Possession and Amended Petition for Condemnation and Immediate Possession and described hereafter in this Rule and Order.
2. The Court has full and complete jurisdiction herein, service has been had upon all interested parties as required by law.
3. Petitioner and Respondent Landowners have stipulated that the value of the permanent easement sought by Petitioner, Metro, is \$38,600. Petitioner and Respondent Landowners have stipulated that the value of the temporary easement used by Petitioner is \$400.00 per month for twelve months (September 15, 1995 - September 15, 1996) for a total

of \$4,800.00. The value of the property interest acquired or used by Petitioner is therefore established at these amounts, for a total payment of \$43,400 to Respondent Applemans.

4. The description of the permanent easement acquired by the Petitioner and to which it seeks title is set forth on Exhibit A attached hereto.

5. The condemnation of the subject property is subject to existing Agreement dated December 15, 1994, recorded February 6, 1995 at Reception No. 9500014295 in the records of the City and County of Denver, State of Colorado.

6. Since Petitioner is not condemning a fee interest and is only taking a permanent easement in the subject property, there is sufficient property remaining to cover all outstanding tax liens and assessments. Therefore, Respondent Manager of Revenue has no objection to entry of this Rule and Order Judgment and Decree.

7. That Union Pacific Railroad Company may claim interests in the property by virtue of various reservations and exceptions described in various deeds noted in a Warranty Deed dated March 23, 1973, and recorded in Book 671, Page 334, Reception No. 036967 of the records in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

8. That Union Pacific Land Resources Corporation may claim an interest in the property by virtue of an exception and reservation for a Perpetual Easement contained in a Warranty Deed dated March 23, 1973, and recorded in Book 671, Page 434, Reception No. 036967 of the records in the office of the Clerk and Recorder of the City and County of Denver, Colorado.

9. That Union Pacific Railroad Company and Union Pacific Land Resources Corporation have failed to file responsive pleadings and the court has entered default against Union Pacific Railroad Company and Union Pacific Land Resources Corporation.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the permanent easement described in Exhibit A attached hereto and incorporated by reference has been duly and lawfully taken and acquired by the Petitioner pursuant to the statutes and Constitution of the State of Colorado; and, that title to such permanent easement is hereby vested in the Petitioner; and

IT IS FURTHER ORDERED, that a certified copy of this Rule and Order be recorded and indexed in the Office of the Clerk and Recorder of the City and County of Denver, Colorado, in like manner and like effect as if it were a deed of conveyance from owners and parties interested to the Petitioner herein; and

IT IS FURTHER ORDERED, that if not already paid, Petitioner shall pay to the Respondents Stephen Mark Appleman and Esther Appleman the sum of \$43,400.00; and

IT IS FURTHER ORDERED, that each party pay its own costs and attorneys fees.

DATED AND ENTERED this 23 day of May, 1997.

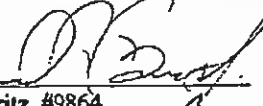
BY THE COURT:



DISTRICT COURT JUDGE

RULE AND ORDER, JUDGMENT AND DECREE APPROVED AS TO FORM:


INMAN-FLYNN & BIESTERFELD, P.C.

FAEGRE & BENSON LLP

By: 
Joel A. Moritz, #9864
Richard P. Brentlinger #8668
1660 Lincoln St., Suite 1700
Denver, CO 80264
(303) 861-5300
Attorneys for Petitioner
Metro Wastewater Reclamation

By: 
Joseph M. Montano #3695
370 Seventeenth Street, Suite 2500
Denver, Colorado 80202-4004
(303) 592-9000
Attorneys for Respondents
Stephen Mark Appleman and
Esther Appleman

OFFICE OF THE CITY ATTORNEY
CITY AND COUNTY OF DENVER

By: 
Karen Aviles, No. 13989
Assistant City Attorney
1437 Bannock Street, Room 353
Denver, Colorado 80202
(303) 640-2665
Attorneys for Respondent
Manager of Revenue and
Treasurer - City and County of Denver

DENVRL60019400.01



District Court
City & County of Denver, Colo.
Certified to be a full, true and correct
copy of the original in my custody.

JUN - 2 2000

By: 
Denise Vasquez
Deputy Clerk

ARTICLE I
PERMANENT EASEMENT

Permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time it may see fit and construct, maintain, service and repair underground pipelines and surface facilities for the purpose of conveying and measuring sewage across, through and under the lands hereinafter described, together with the right to excavate and install manholes and/or branches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The land affected by this easement and right-of-way is located in the City and County of Denver, State of Colorado. The land and easement is more particularly described as Parcel DG-31, a description of which is attached hereto.

To have and to hold such easement and right-of-way unto the Petitioner and unto its successors and assigns forever.

The Petitioner shall have the right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon if such there be. Otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Respondent(s).

The Petitioner hereby covenants and agrees that it shall promptly backfill any trench made by it on said strips and repair any damage it shall do to Respondent(s)'s fences, private roads or lanes on said lands.

The Respondent(s) shall have the right to use said strips for purposes which will not interfere with the Petitioner's full enjoyment of the rights hereby ordered and decreed; provided that the Respondent(s) shall not erect or construct any building or other structure or drill or operate any well or construct any reservoir or other obstruction on said strips; mine or remove any soil, sand or gravel in said strips or diminish or substantially add to the ground cover over said pipelines.

EXHIBIT A
PERMANENT EASEMENT

Permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time to lay see fit and construct, maintain, service and repair underground pipelines and surface facilities for the purpose of conveying and measuring sewage across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The land affected by this easement and right-of-way is located in the City and County of Denver, State of Colorado. The land and easement is more particularly described as Parcel CG-31, a description of which is attached hereto.

To have and to hold such easement and right-of-way unto the Petitioner and unto its successors and assigns forever.

The Petitioner shall have the right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon if such there be. Otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Respondent(s).

The Petitioner hereby covenants and agrees that it shall promptly backfill any trench made by it on said strips and repair any damage it shall do to Respondent(s)'s fences, private roads or lanes on said lands.

The Respondent(s) shall have the right to use said strips for purposes which will not interfere with the Petitioner's full enjoyment of the rights hereby ordered and decreed; provided that the Respondent(s) shall not erect or construct any building or other structure or drill or operate any well or construct any reservoir or other obstruction on said strips; mine or remove any soil, sand or gravel in said strips or diminish or substantially add to the ground cover over said pipelines.

Parcel No. JG-31

A Permanent Easement of variable width located in the Southwest 1/4 and the Northwest 1/4 of Section 17, T1S, R68W of the 6th P.M., City and County of Denver, Colorado. Said Permanent Easement is located within the Appleman Tract, Book 1433, Page 55, as recorded in the City and County of Denver Public Records. Said Permanent Easement being more particularly described as follows:

Basis of bearings is the West line of the Northwest 1/4 of the Southwest 1/4 of Section 17, which is considered to bear N 00°04'19" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 17; thence S 84°32'02" E a distance 1281.35 feet to a point on the northwesterly line of the Union Pacific Railroad Tract, the Point of Beginning of said easement.

Thence leaving said northwesterly line N 00°00'38" E a distance of 522.95 feet;

Thence S 89°59'22" E a distance of 11.50 feet;

Thence N 00°00'38" E a distance of 420.50 feet to a point on the southerly line of the Naiman Tract, Reception No.'s 93-0002116, 93-0002121, 93-0002125, as recorded in the City and County of Denver Public Records,

Thence along said southerly line S 89°59'22" E a distance of 30.00 feet;

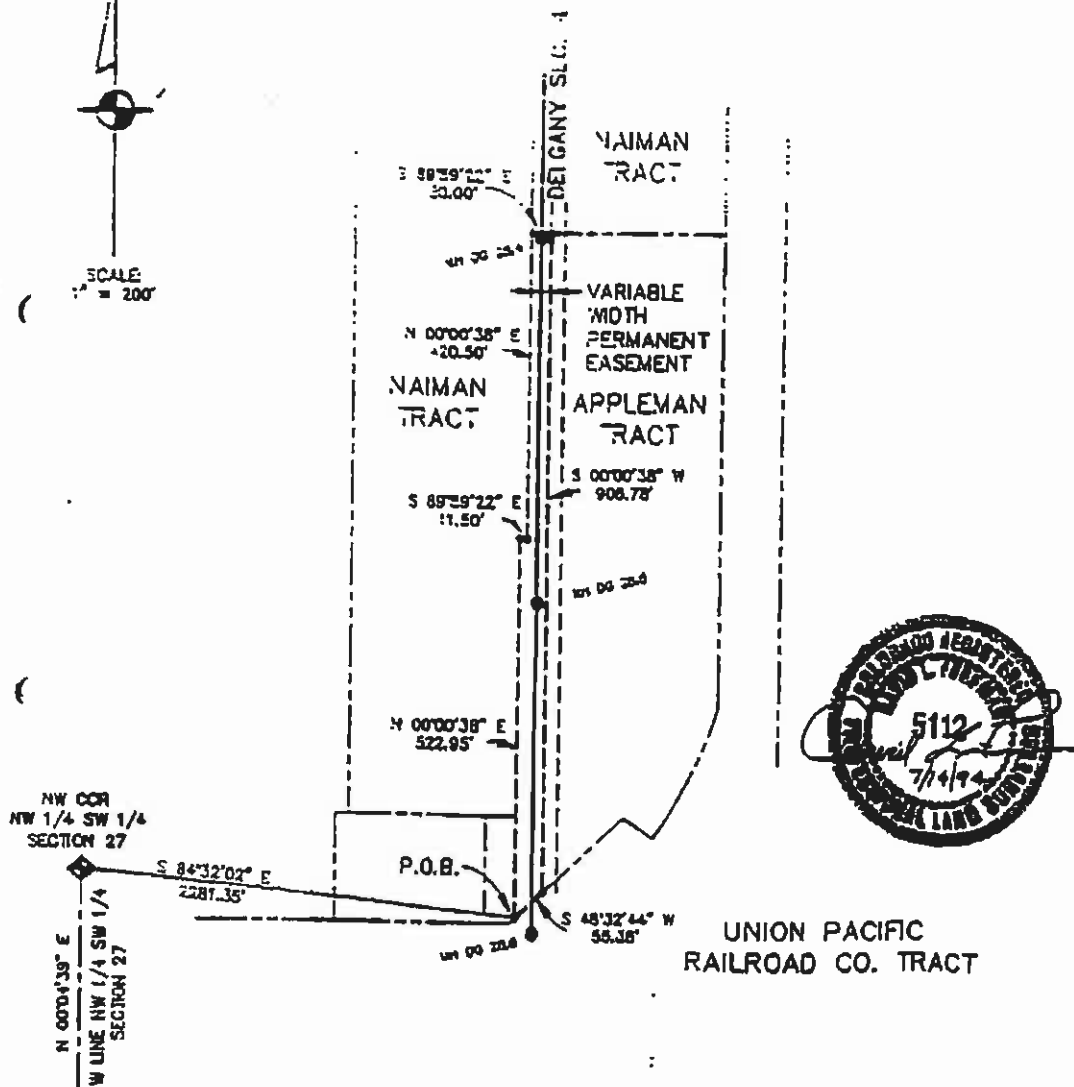
Thence leaving said southerly line S 00°00'38" W a distance of 306.78 feet to a point on the northwesterly line of said Union Pacific Railroad Tract;

Thence along said northwesterly line S 48°32'44" W a distance of 55.38 feet to the Point of Beginning;

Said Permanent Easement contains 33,536 square feet or 0.77 acres more or less.

Exhibit A
Sheet 1 of 2

V 1/2 SECTION 27, TOWNSHIP 3 SOUTH,
 RANGE 58 WEST, 6th P.M.
 DENVER COUNTY



BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 27, T3S, R88W, WHICH IS CONSIDERED TO BEAR N 00°04'39" E.

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

METRO WASTEWATER

EXHIBIT "A" PARCEL DG-31

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENTS

Temporary construction easements for the purpose of storing materials, supplies, excavated materials and equipment and for such other purposes as Petitioner deems necessary in conjunction with the construction of sewer lines.

The Petitioner shall have the right to remove trees, bushes, undergrowth and other obstructions interfering with the stated use of the premises. The Petitioner shall have the right of ingress to and egress from the said premises over and across the lands of the Respondent(s) by means of roads and lanes thereon if such there be, otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the Respondent(s). The Petitioner shall have this right of entry until completion of the aforementioned sewage lines, at which time the Petitioner shall, as nearly as possible, restore the premises to its original condition, less any trees or bushes that have been removed, and return it to the Respondent(s) herein.

The parcels or tracts of land subject to the temporary construction easements are described as Parcel DG-31T, a description of which is attached hereto.

Parcel No. CG-117

A Temporary Construction Lease of variable width located in the Southwest 1/4 and the Northwest 1/4 of Section 27, T05, R60W of the 1th P.M., City and County of Denver, Colorado. Said Temporary Construction Lease is located within the Appleman Tract, Book 1433, Page 15, as recorded in the City and County of Denver Public Records. Said Temporary Construction Lease being more particularly described as follows:

Basis of bearings is the West line of the Northwest 1/4 of the Southwest 1/4 of Section 27, which is considered to bear N 00°34'39" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 27; thence S 35°11'59" E a distance 1319.83 feet to a point on the northwesterly line of the Union Pacific Railroad Tract, the Point of Beginning of said lease.

Thence leaving said northwesterly line N 00°00'38" E a distance of 906.73 feet to a point on the southerly line of the Naiman Tract, Reception No.'s 93-000216, 93-0002121, 93-0002125, as recorded in the City and County of Denver Public Records,

Thence along said southerly line S 89°59'22" E a distance of 10.00 feet;

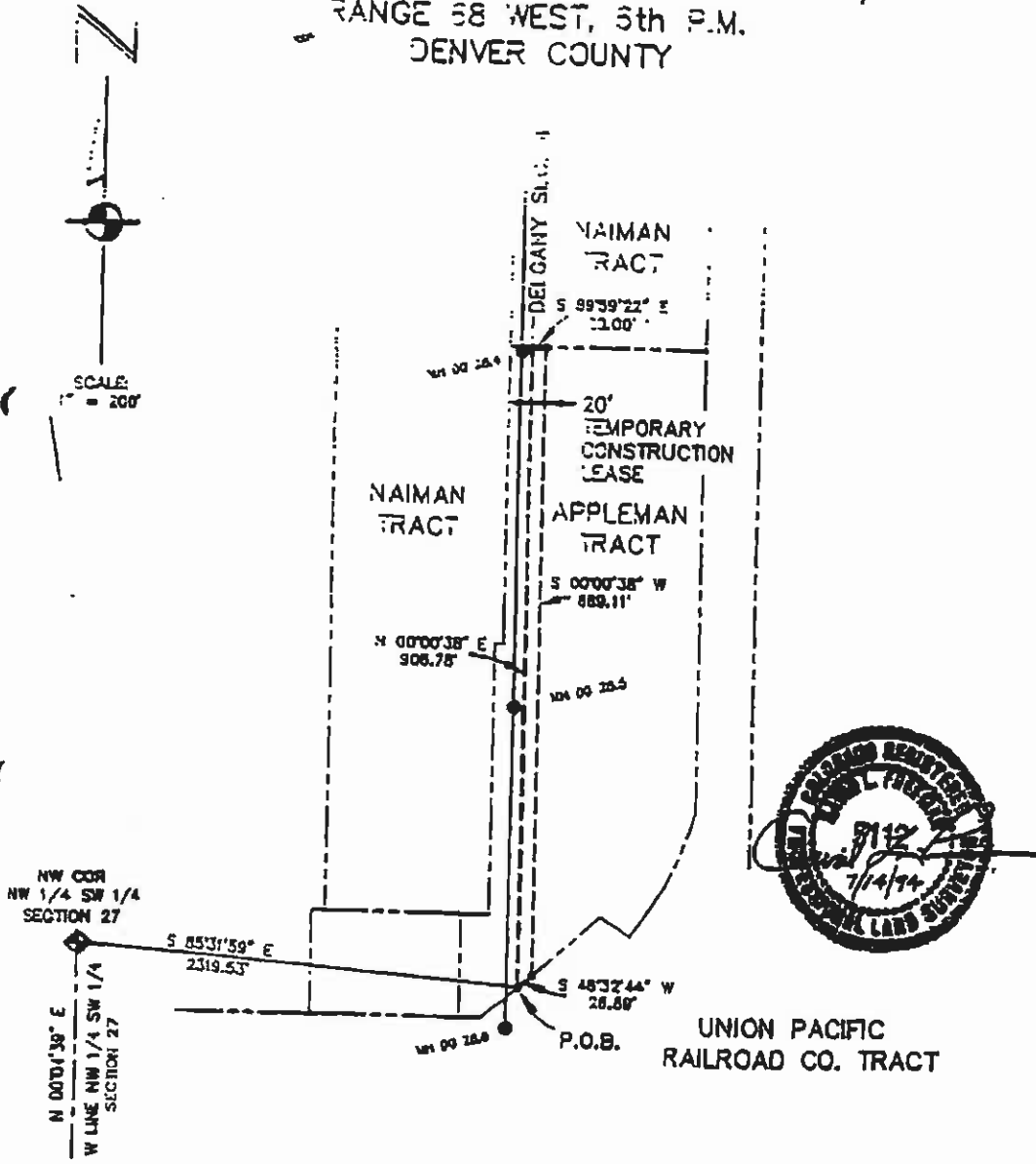
Thence leaving said southerly line S 00°00'38" W a distance of 389.11 feet to a point on the northwesterly line of the Union Pacific Railroad Tract;

Thence along said northwesterly line S 48°32'44" W a distance of 26.69 feet to the Point of Beginning;

Said Temporary Construction Lease contains 17,959 square feet or 0.41 acres more or less.

Exhibit X8
Sheet 1 of 2

N 1/2 SECTION 27, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST, 5th P.M.
 DENVER COUNTY



BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 27, T3S, R68W, WHICH IS CONSIDERED TO BEAR N 00°04'39" E.

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.
 METRO WASTEWATER | FYHIRT "A" PARCEL DG-31T