



**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](http://www.denvergov.org/pwprs)

## REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT

**TO:** Karen Walton, City Attorney's Office

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

**PROJECT NO:** 2011-0210-07

**DATE:** November 8, 2011

**SUBJECT:** Request for an Ordinance to relinquish certain portions of listed 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 8/18/2011, on behalf of Denargo Market L.P. and Denargo Holdings LLC for the relinquishment of certain portions of listed 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 listed 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 Agreement recorded at book 9018, Page 147 on April 24, 1963, 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 Deed recorded at Book 1171, Page 630, on December 22, 1975, 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 Deed recorded at Book 1175, Page 106, on December 30, 1975, 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 Deed recorded at Book 2483, Page 682, on November 13, 1981, 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 Order, Judgment and Decree recorded at Reception No. 2000076722, on June 2, 2000, and that Quit Claim Deed recorded at Reception No. 2000141054, on 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 easements lie within the boundary of Denargo Market Subdivision Filing No. 1.

All of those easements as described in that Covenant and Permit recorded at Reception No. 9700046594, on April 11, 1997, 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 Permanent Easement recorded at Reception No. 2008096449, on July 14, 2008, and Correction Easement Recorded at Reception No. 2008146410, on October 28, 2008, 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 Covenant and Permit recorded at Reception No. 2008132598, on September 26, 2008, 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 Covenant and Permit recorded at Reception No. 2008132599, on September 26, 2008, 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.

Those non-exclusive easements granted by Note # 9 and Note # 13 in that Denargo Market Filing No. 1 plat recorded at Reception No. 2009018921, on February 7, 2009, in the records of the Clerk and Recorder, City and County of Denver.

Those easement rights, if any, granted for sewer purposes in that parcel identified as "Parcel No. 1404.24 - DE" but only to the extent that said parcel lies within the boundary of Denargo Market Subdivision Filing No. 1.

A map is attached showing the area in which the listed easement are to be relinquished.  
Attachments

RJD:VLH 

cc: Asset Mgmt. Steve Wirth City  
Council, Gretchen Williams  
Councilperson Montero and Aides  
Department of Law, Karen Aviles  
Department of Law, Karen Walton  
Department of Law, Arlene Dykstra  
Public Works, Christine Downs  
Public Works, Stacie Loucks  
Public Works, Alba Castro  
Public Works Survey-Paul Rogalla  
Project File **2011-0210-07**

**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 17<sup>th</sup> St Ste 1600  
Denver, Co 80202

**ORDINANCE/RESOLUTION REQUEST**

Please email requests to Daelene Mix at [daelene.mix@denvergov.org](mailto: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: November 8, 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.)*

2<sup>nd</sup> set to 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](mailto: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:** Stacie Loucks
- **Phone:** 720-865-8720
- **Email:** [Stacie.loucks@denvergov.org](mailto:Stacie.loucks@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: \_\_\_\_\_



# EXECUTIVE SUMMARY

**DENVER**  
THE MILE HIGH CITY

**Project Title:**2011-0210-07, Denargo Market, Easement Relinquishment Set 2

**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:**This is the 2<sup>nd</sup> set of easements to be relinquished for this project.

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DUPLICATE ORIGINAL  
CACoFD Counterpart

8-inch Sewer Pipe Line on  
Right of Way in Denargo  
Market Area, Denver, Colo.

C.D. No. 38206-2

THIS AGREEMENT, made and entered into this

20 day of April, 1962,  
by and between UNION PACIFIC RAILROAD COMPANY, a corporation  
of the State of Utah (hereinafter called "Railroad Company"),  
and CITY AND COUNTY OF DENVER, a municipal corporation of the  
State of Colorado (hereinafter called "Licensee"), WITNESSETH:

RECITALS:

The Licensee desires to construct, maintain  
and operate an 8-inch sanitary sewer pipe line  
(hereinafter referred to as "Pipe Line") on the  
right of way of the Railroad Company in the Denargo  
Market Area at Denver, Denver County, Colorado, in  
the location shown by a dashed orange line on the  
print hereto attached dated September 25, 1962,  
marked "Exhibit A" and hereby made a part hereof.

AGREEMENT:

NOW THEREFORE, it is mutually agreed by and between  
the parties hereto as follows:

Section 1. RAILROAD COMPANY GRANTS RIGHT.

In consideration of the covenants and agreements  
herein contained to be by the Licensee kept, observed and  
performed, the Railroad Company hereby grants to the Licen-  
see, subject to the terms and conditions herein stated, the  
right to construct and thereafter, during the term hereof, to  
maintain and operate the Pipe Line on said right of way in  
the location shown by a dashed orange line on Exhibit A.

APPROVED FOR RECORDING  
LAND OFFICE  
*[Signature]*

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The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others) and the right of the Railroad Company to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## Section 2. CONSTRUCTION AND MAINTENANCE.

The Pipe Line shall be constructed, maintained, repaired, renewed, modified and/or reconstructed by and at the expense of the licensee and all work on said right of way in connection therewith shall be done under the supervision and to the satisfaction of the Railroad Company. All expenses incurred by the Railroad Company in connection with said work for supervision or inspection, or otherwise, shall be borne by the licensee.

The portion or portions of the Pipe Line located, or to be located, underneath said track or tracks shall consist of an 8-inch cast iron pipe in 15-inch corrugated galvanized iron 16-gauge casing.

placed at a depth below the base of the rails of said track or tracks not less than that indicated on Exhibit A, and prior to the commencement of any work in connection with such portion or portions of the Pipe Line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Railroad Company and then only under the supervision of said Chief Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done, and, in the event the Railroad Company provides such support, the licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten percent (10%) to cover elements of expense not capable of exact ascertainment.

The licensee shall keep and maintain the soil over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

PLX

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**Section 3. NOTICE OF COMMENCEMENT OF WORK.**

The Licensee shall notify the Railroad Company at least forty-eight hours in advance of the commencement of any work on said right of way in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipe Line.

**Section 4. RELOCATION OR REMOVAL OF PIPE LINE.**

The license herein granted is subject to the needs and requirements of the Railroad Company in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Pipe Line to such new location or (unless the Pipe Line extends entirely across the right of way of the Railroad Company) remove the Pipe Line from said right of way, as the Railroad Company may designate, whenever, in the furtherance of such needs and requirements, the Railroad Company shall find such action necessary or desirable.

All the terms, conditions and stipulations herein expressed with reference to the Pipe Line on said right of way in the location hereinbefore described shall, so far as the Pipe Line remains on the right of way, apply to the Pipe Line as modified, changed or relocated within the contemplation of this section.

**Section 5. NO INTERFERENCE WITH RAILROAD OPERATIONS.**

The Pipe Line shall be constructed, maintained, repaired, renewed, operated, used, modified, reconstructed, relocated and/or removed in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks and other property of the Railroad Company, and nothing shall be done or suffered to be done by the Licensee that would, in any manner, impair the safety of said tracks or other property.

**Section 6. RESTORATION OF RAILROAD COMPANY'S PROPERTY.**

In the event the Licensee shall take down any fence of the Railroad Company or, in any manner, move or disturb any other property of the Railroad Company in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipe Line, then, and in that event, the Licensee shall, as soon as possible and at the sole expense of the Licensee, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall, to the extent it lawfully may, indemnify and save harmless the Railroad Company from and against any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to

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or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbing of any other property of the Railroad Company.

**Section 7. LIABILITY.**

The Licensee, to the extent that it lawfully may, assumes all loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature growing out of injury to or death of persons whomsoever or loss or destruction of or damage to property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Railroad Company) when such injury, death, loss, destruction or damage arises in any way in connection with or incident to the construction or maintenance of said Pipe Line, and the Licensee, to the extent that it lawfully may, hereby agrees to indemnify and hold harmless the Railroad Company against and from any and all such loss, damage, claims, demands, actions, causes of action, costs and expenses.

**Section 8. TERMINATION ON NONUSE OR DEFAULT.**

If the Licensee does not use the right herein granted or the Pipe Line for one year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Railroad Company to the Licensee specifying such default, the Railroad Company may, at its option, forthwith terminate this agreement. Notice of default and notice of termination may be served upon the Licensee by mailing to the last known address of the Licensee.

**Section 9. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.**

Within ninety days after the termination of this agreement howsoever, the Licensee shall, at the sole expense of the Licensee, remove the Pipe line from said right of way and restore, to the satisfaction of the Railroad Company, said right of way and the roadbed of said track or tracks to as good condition as they were in at the time of the construction of the Pipe Line; and if the Licensee fails so to do, the Railroad Company may do such work of removal and restoration at the expense of the Licensee. In the event of the removal of the Pipe Line as in this section provided, the Railroad Company shall, in no manner, be liable to the Licensee for any damage sustained by the Licensee for or on account of such removal, and such removal shall, in no manner, prejudice or impair any right of action for damage, or otherwise, that the Railroad Company may have against the Licensee.



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Section 10. SPECIAL PROVISIONS.

In the event the Licensee shall award a contract for the construction of said Pipe Line, the Licensee agrees to include in the contract with its contractor the special provisions set out in the statement hereto attached, consisting of pages SC-7 to SC-11, both inclusive, marked "Exhibit B" and hereby made a part hereof.

Section 11. WAIVER OF BREACH.

The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

Section 12. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this agreement without the written consent of the Railroad Company.

Section 13. EFFECTIVE DATE - TERM.

This agreement shall take effect as of the 20th day of September, 1962, and shall continue in full force and effect until terminated as herein provided.

Section 14. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 12 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused

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This agreement to be executed in <sup>triplicate</sup> ~~duplicate~~ as of the date first herein written.

Witness:

A. C. Dawson

UNION PACIFIC RAILROAD COMPANY,

By

[Signature]  
General Manager

CITY AND COUNTY OF DENVER,

By

[Signature]  
Mayor

ATTEST:

Mary E. Gregory Clerk  
and Recorder, Ex-Officio  
Clerk of the City and County  
of Denver.

Joseph J. Kubat, Jr.  
Deputy City Clerk

REGISTERED AND COUNTERSIGNED:

RECOMMENDED AND APPROVED:

Auditor  
of the City and County of  
Denver.

By Thomas S. Currier  
Deputy Auditor

By

Walter Krotch  
Manager of Public Works  
E.L.C.

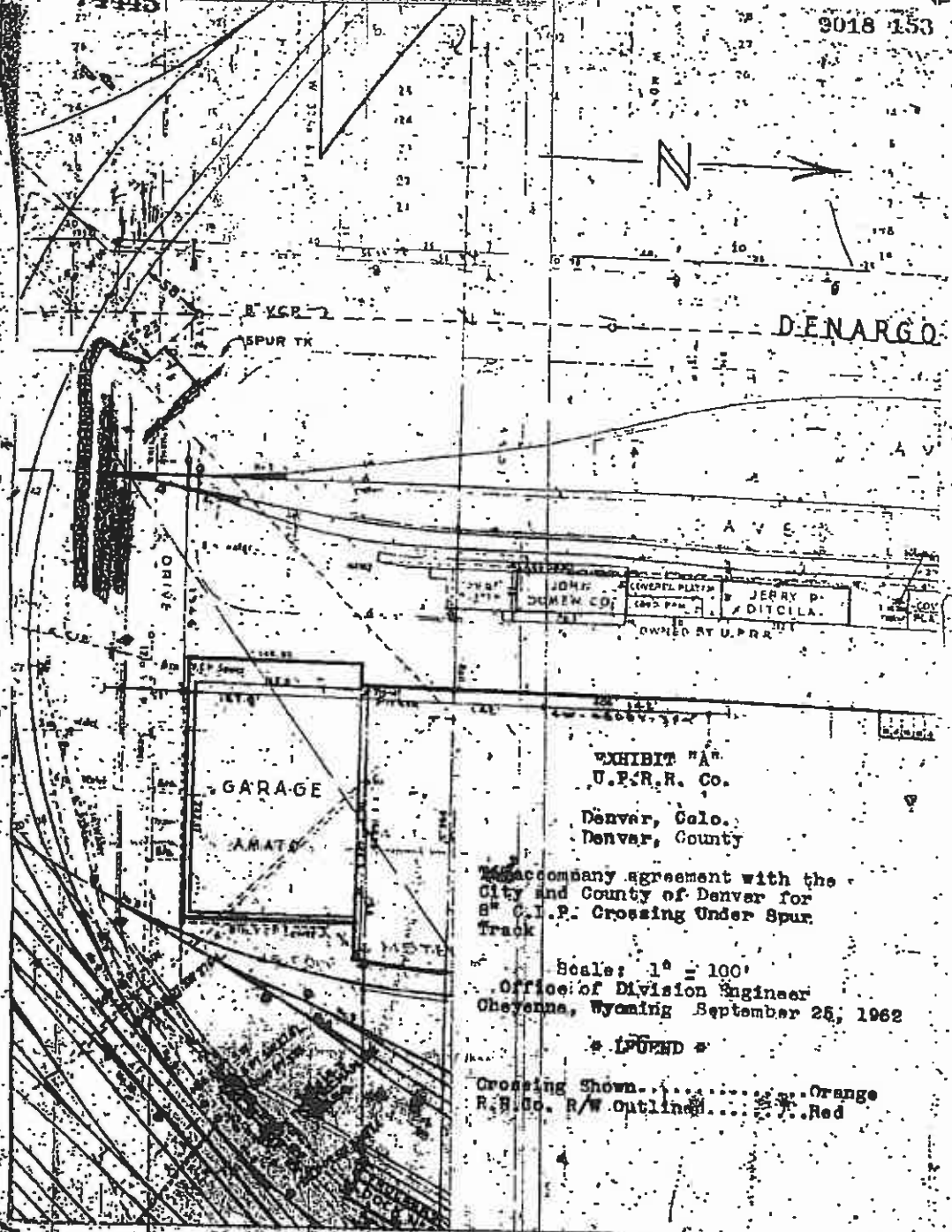
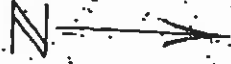
APPROVED AS TO FORM:

Attorney  
for the City and County of  
Denver.

By W. D. Davis  
Assistant City Attorney

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DENARGO

B' XSP  
SPUR TR

DRIVE

GARAGE

JOHN J. DUMEN CO.	COVERED PLATFORM	JERRY D. DITCILA
ALL	LAND PAR.	ALL
OWNED BY U.P.R.		

EXHIBIT "A"  
U.P.R.R. Co.

Denver, Colo.  
Denver, County

To accompany agreement with the  
City and County of Denver for  
B' C.L.P. Crossing Under Spur  
Track

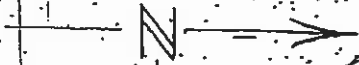
Scale: 1" = 100'  
Office of Division Engineer  
Cheyenne, Wyoming September 25, 1962

\* LEGEND \*

Crossing Shown.....Orange  
R.R. Co. R/W outlined.....Red

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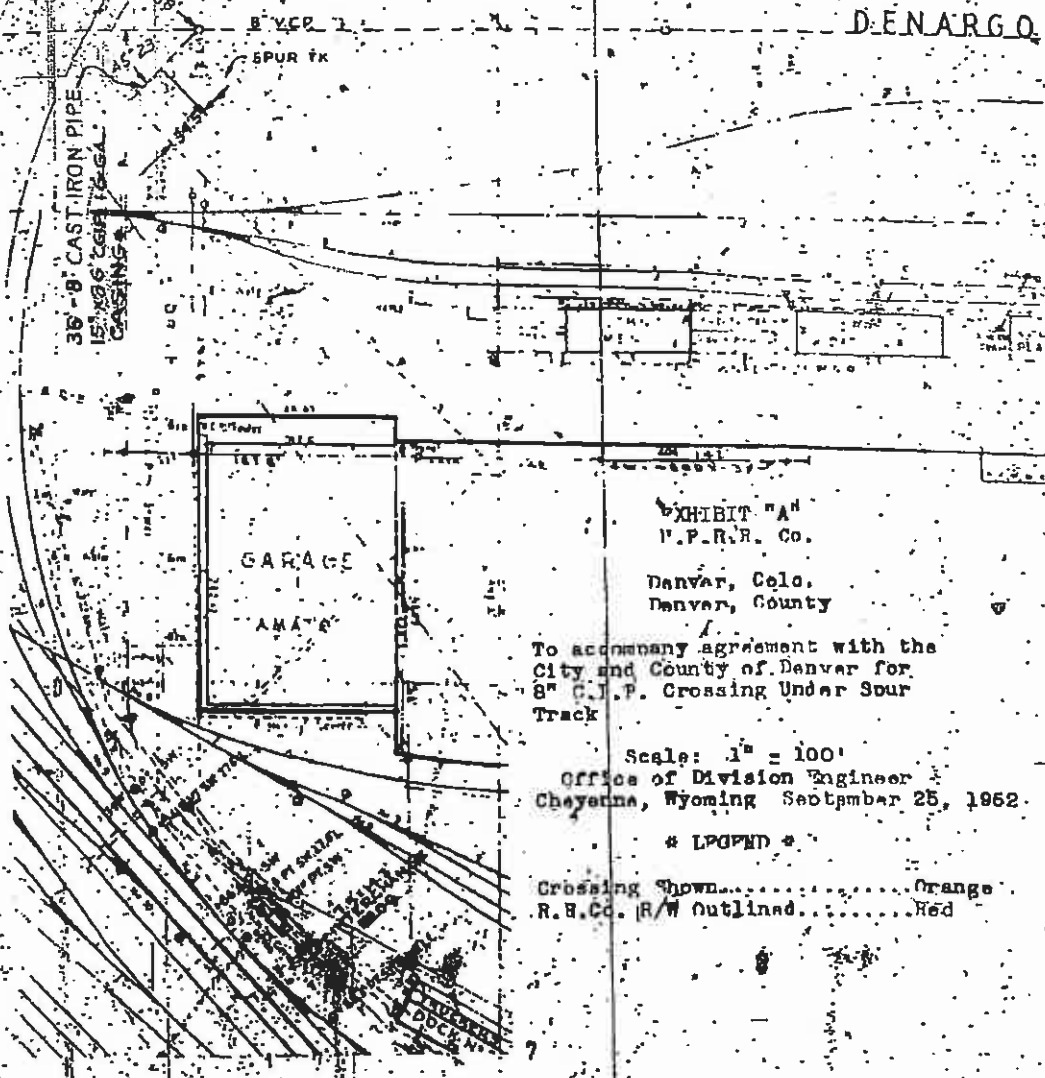


EXHIBIT "A"  
M.P.R.R. Co.

Denver, Colo.  
Denver, County

To accompany agreement with the  
City and County of Denver for  
8" C.I.P. Crossing Under Four  
Track

Scale: 1" = 100'

Office of Division Engineer  
Cheyenne, Wyoming September 25, 1952

\* L.P.C.F.D. \*

Crossing Shown.....	Orange
R.R.Co. R/W Outlined.....	Red

## EXHIBIT B

SPECIAL PROVISIONS

2. In connection with operations on the right of way of the Union Pacific Railroad Company, the Contractor shall keep and perform the following covenants, conditions, and stipulations:

A. Notice. The Contractor shall give written notice to Chief Engineer, Union Pacific Railroad Company, Omaha, Nebraska (or such Assistant as he may designate), at least ten (10) days in advance of the date of which the Contractor expects to begin work on Railroad premises.

B. Care in Performance. During the entire progress of work on Railroad property, the Contractor shall maintain direct contact and liaison with such Railroad officer as shall be designated by the Chief Engineer of the Railroad so as to ascertain the time of passage of trains and clear tracks and facilities of men, equipment and obstructions to permit free flow of rail traffic. The Contractor shall perform all work on Railroad premises without interference with Railroad tracks, structures and facilities, operations or the operations of said premises, except under specific arrangements effected between the Contractor and the

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Railroad. The Contractor shall use the utmost care in protecting Railroad property and in avoiding accidents. The Contractor shall keep Railroad property, track and grade free of earth, rock, construction materials, debris and obstructions in any manner deposited by reason of the Contractor's operations, so as to permit safe and expeditious movement of rail traffic.

C. Contractor's Methods and Procedures. Unless methods and procedures are provided for in the plans and specifications approved by the Railroad and the City, the Contractor and the Railroad shall agree, in advance of the Contractor's performing the work, upon methods and procedures covering all construction on Railroad property, and, when required by the Railroad, the Contractor shall submit such proposals in writing. The Contractor shall at all times keep covered all pits or openings near or under Railroad tracks, except during the time required for actual operations in making such pits or openings and performing work therein. No provisions of this paragraph shall be construed as relieving the Contractor of or subjecting the Railroad or the City to any responsibility for the Contractor's operations, methods and procedures.

D. Crossings and Roadways. No new crossings at grade of the Railroad's tracks or roadways on the Railroad's right of way shall be established or used by the Contractor except by agreement between the Contractor and the Railroad, at such places, and under such flag protection or protective devices, as shall be approved or designated by the Railroad's Chief Engineer. The Railroad may perform all or any part of the work incident to establishing any such crossing of grade or roadways or of removing the same and restoring its tracks and roadbed; or the Railroad may require the Contractor to perform all or any portion of such work. The Contractor shall maintain any such crossing so established in first-class condition at all times, to keep flag-ways free from ice, snow, dirt, rock and debris and to install, operate, maintain and remove, in a manner satisfactory to the Railroad, suitable barricades adequate to prevent unauthorized vehicles or equipment from using such crossings or roadways. All cost and expense incident to the establishment, maintenance, operation and removal of any such crossings or roadways and barricades, whether the work be performed by the Railroad or by the Contractor, shall be borne and paid by the Contractor.

Notwithstanding anything elsewhere contained herein, it is understood and agreed that the Contractor shall at no time cross the Railroad's tracks with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in the preceding paragraph.

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Railroad. The Contractor shall use the utmost care in protecting Railroad property and in avoiding accidents. The Contractor shall keep Railroad property, track and grade free of earth, rock, construction materials, debris and obstructions in any manner deposited by reason of the Contractor's operations, so as to permit safe and expeditious movement of Rail traffic.

C. Contractor's Methods and Procedures. Unless methods and procedures are provided for in the plans and specifications approved by the Railroad and the City, the Contractor and the Railroad shall agree, in advance of the Contractor's performing the work, upon methods and procedures covering all construction on Railroad property, and when required by the Railroad, the Contractor shall submit such proposals in writing. The Contractor shall at all times keep covered all pits or openings near or under Railroad tracks, except during the time required for actual operations in making such pits or openings and performing work therein. No provisions of this paragraph shall be construed as relieving the Contractor of or subjecting the Railroad or the City to any responsibility for the Contractor's operations, methods and procedures.

D. Crossings and Roadways. No new crossings at grade of the Railroad's tracks or roadways on the Railroad's right of way shall be established or used by the Contractor except by agreement between the Contractor and the Railroad, at such places, and under such flag protection or protective devices, as shall be approved or designated by the Railroad's Chief Engineer. The Railroad may perform all or any part of the work incident to establishing any such crossing or track or roadway or of removing the same and restoring its tracks and roadbed, or the Railroad may require the Contractor to perform all or any portion of such work. The Contractor shall maintain any such crossing so established in first-class condition at all times, to keep flange-ways free from ice, snow, dirt, rock and debris and to install, operate, maintain and remove, in a manner satisfactory to the Railroad, suitable barricades adequate to prevent unauthorized vehicles or equipment from using such crossings or roadways. All cost and expense incident to the establishment, maintenance, operation and removal of any such crossings or roadways and barricades, whether the work be performed by the Railroad or by the Contractor, shall be borne and paid by the Contractor.

Notwithstanding anything elsewhere contained herein, it is understood and agreed that the Contractor shall at no time cross the Railroad's tracks with vehicles or equipment of any kind or character, except at existing public crossings or at crossings established as provided for in the preceding paragraph.

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The Contractor shall procure and furnish to the City sufficient and adequate certificates and policies of insurance in a company or companies acceptable to the Railroad, or contain provisions acceptable to the Railroad, covering all of the Contractor's and its sub-contractor's operations on the Railroad's property as follows:

- (1) Workmen's Compensation Insurance in statutory limits.
- (2) Contractor's Comprehensive General Liability Insurance in minimum limits of \$250,000 for injury to or death of any one person, of \$500,000 for injury to or death of more than one person in any one accident, and of \$250,000 for damage to property in any one accident with an aggregate of \$500,000 for the term of the policy with respect to property damage.
- (3) Railroad Protective Liability Insurance, naming the Union Pacific Railroad Company as the insured. The limits of the Insurance Company's Liability to said Union Pacific Railroad Company as insured under such insurance shall be as follows:

	Each Person	Each Occurrence	Aggregate
Bodily injuries and death	\$250,000	\$500,000	---
Property damage coverage	---	\$250,000	\$500,000

All of the aforesaid insurance shall be made subject to cancellation only upon not less than thirty (30) days written notice delivered to the Insurance Department of the Railroad. Certificates of Insurance, in duplicate, covering the insurance specified in (1) and (2) above, and an original policy covering the insurance specified in (3) above shall be delivered by Contractor to the City for transmittal to the Chief Engineer of the Railroad. The Contractor shall not be permitted to enter upon or perform any work upon the property of the Railroad until the specified insurance certificates and policies have been delivered to and accepted by the Railroad. The insurance hereinabove specified shall be carried until all work on the Railroad's property required to be performed under the terms



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The Contractor shall procure and furnish to the City sufficient trade name certification and policies of insurance in a company or companies acceptable to the Railroad, covering all of the Contractor's and its sub-contractor's operations on the Railroad's property as follows:

- (1) Workmen's Compensation Insurance in statutory limits.
- (2) Contractor's Comprehensive General Liability Insurance in minimum limits of \$250,000 for injury to or death of any one person, of \$500,000 for injury to or death of more than one person in any one accident, and of \$250,000 for damage to property in any one accident with an aggregate of \$500,000 for the term of the policy with respect to property damage.
- (3) Railroad Premises Liability Insurance, naming the Union Pacific Railroad Company as the insured. The limits of the Insurance Company's Liability to said Union Pacific Railroad Company as insured under such insurance shall be as follows:

	Each Person	Each Occurrence	Aggregate
Bodily injuries and death	\$250,000	\$500,000	—
Property damage coverage	—	\$250,000	\$500,000

All of the aforesaid insurance shall be made subject to cancellation only upon not less than thirty (30) days written notice delivered to the Insurance Department of the Railroad. Certificates of insurance, in duplicate, covering the insurance specified in (1) and (2) above, and an original policy covering the insurance specified in (3) above shall be delivered by Contractor to the City for transmittal to the Chief Engineer of the Railroad. The Contractor shall not be permitted to enter upon or perform any work upon the property of the Railroad until the specified insurance, certificates and policies have been delivered to and accepted by the Railroad. The insurance hereinabove specified shall be carried until all work on the Railroad's property required to be performed under the terms

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of these Special Conditions are satisfactorily completed as evidenced by the formal acceptance of all of the same by the Railroad and the City.

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- F. Protective Services and Devices - Notice. The Contractor shall bear and pay all costs of protecting all Railroad property and traffic made necessary or occasioned by the Contractor's operations under these Special Conditions as a part of the contract between the City and the Contractor. The Railroad will furnish, at the sole cost and expense of the Contractor, such switch tenders, flagmen, telegraph and telephone operators, watchmen and other protective services, as in the judgment of the Chief Engineer of the Railroad, are required to insure the safety and continuity of rail traffic during the Contractor's operations on Railroad property. Railroad personnel, while assigned to such protective services at the project, shall be and remain the sole employees of the Contractor. All flagging and protective services shall be performed strictly in accordance with the directives and instruction issued by the Railroad.

The Contractor shall confer with the Chief Engineer of the Railroad, prior to commencing any operations on the Railroad's property, with respect to the protective services and devices which will be required by the Railroad, and the Contractor will be permitted to use the said Railroad right of way and property and to cross the Railroad's tracks, in performing its said contract with the said City, only in the manner, and at such times and locations, and under such protective measures as are designated by the Chief Engineer of the Railroad or his duly authorized representative.

The Contractor shall notify the Chief Engineer of the Railroad, in writing, seventy-two (72) hours in advance of commencing any operations on Railroad property which require protective service or devices.

- G. Delay to Trains. The Contractor shall be held responsible to the Railroad and its tenants for all damages for delays which may be sustained by the Railroad or its tenants, its or their employees, passengers or freight in its or their cars, caused by any interference which could have been avoided by proper handling of the said work.

- H. Reimbursement to Railroad by Contractor. The Contractor shall reimburse the Railroad for the cost of all services and materials supplied to and work performed for the Contractor, within thirty (30) days after receipt of bills therefor. Cost of labor furnished to the Contractor by the Railroad, including protective services, will be charged in accordance with the working agreements between the Railroad and its employees. Reimbursement costs shall

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of these Special Conditions are satisfactorily completed as evidenced by the formal acceptance of all of the same by the Railroad and the City.

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- F. Protective Services and Devices - Notice. The Contractor shall bear and pay all costs of protecting all Railroad property and traffic made necessary or occasioned by the Contractor's operations under these Special Conditions as a part of the contract between the City and the Contractor. The Railroad will furnish, at the sole cost and expense of the Contractor, such switch tenders, flagmen, telegraph and telephone operators, watchmen and other protective services, as in the judgment of the Chief Engineer of the Railroad, are required to insure the safety and continuity of rail traffic during the Contractor's operations on Railroad property. Railroad personnel, while assigned to such protective services at the project, shall be and remain the sole employees of the Contractor. All flagging and protective services shall be performed strictly in accordance with the directives and instruction issued by the Railroad.

The Contractor shall confer with the Chief Engineer of the Railroad, prior to commencing any operations on the Railroad's property, with respect to the protective services and devices which will be required by the Railroad, and the Contractor will be permitted to use the said Railroad right of way and property and to cross the Railroad's tracks, in performing the said contract with the said City, only in the manner, and at such times and locations, and under such protective measures as are designated by the Chief Engineer of the Railroad or his duly authorized representative.

The Contractor shall notify the Chief Engineer of the Railroad, in writing, seventy-two (72) hours in advance of commencing any operations on Railroad property which require protective service or devices.

- G. Delay to Trains. The Contractor shall be held responsible to the Railroad and its tenants for all damages for delays which may be sustained by the Railroad or its tenants, its or their employees, passengers or freight in its or their cars, caused by any interference which could have been avoided by proper handling of the said work.
- H. Reimbursement to Railroad by Contractor. The Contractor shall reimburse the Railroad for the cost of all services and materials supplied to and work performed for the Contractor, within thirty (30) days after receipt of bills therefor. Cost of labor furnished to the Contractor by the Railroad, including protective services, will be charged in accordance with the working agreements between the Railroad and its employees. Reimbursement costs shall

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include, but shall not be limited to, actual cost of wages paid, plus actual costs for supervision, accounting and the use of small tools, plus unemployment and retirement taxes, other similar payroll taxes, vacation and holiday allowances, and other customary charges incident thereto, rental of equipment at the Railroad's current rental rates, as well as cost of any materials and supplies, F.O.B. the Railroad's falls, plus actual transportation and handling costs, plus any excise taxes on such materials and supplies.

- Y. Sub-contractors. All of the limitations and obligations imposed on the Contractor and all rights reserved to the Railroad by the City's Agreement with the Railroad shall apply with equal force and effect to any sub-contractors performing all or any part of the work contemplated hereunder upon the Railroad's property. The Contractor shall be held primarily liable and responsible to the Railroad for all acts or omissions of any sub-contractor employed upon property of the Railroad. Nothing herein contained shall be construed so as to preclude the Railroad from proceeding against the Contractor and sub-contractors individually or collectively.

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STATE OF COLORADO  
COUNTY OF DENVER  
OFFICE OF COUNTY CLERK  
1100 WEST SPRINGFIELD  
DENVER, COLORADO 80202  
DEC 22 10 24 AM 1975  
1171 630  
5:13 PM  
RECORDED

23-00 A

ORIGINAL

UIC LAW DEPARTMENT  
DOCUMENT NO. 1-1731-2  
Page 1

Doc Fee  
28 27

WARRANTY DEED

THIS DEED, Made this 15th day of November, 1975, 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 JOSEPH NAIMAN and EMMA N. NAIMAN, husband wife, both of 145 South Grape Street, Denver, Colorado 80220, and UNITED TIRE CO., INC., a corporation of the State of Colorado, whose address is 1000 East 18th Avenue, Denver, Colorado 80218, Grantees:

WITNESSETH, That the said Grantor, for and in consideration of the sum of Two Hundred Eighty-Two Thousand Six Hundred Twenty-Six Dollars and Fifty-Eight Cents (\$282,626.58) to the said Grantor paid by the said Grantees, 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 JOSEPH NAIMAN undivided one-fourth interest, EMMA N. NAIMAN undivided one-fourth interest, and unto UNITED TIRE CO., INC., an undivided one-half interest, as tenants in common, in 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 Grantees, their heirs, successors and assigns.

Further EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, a PERPETUAL EASEMENT for the construction, maintenance, operation, repair, renewal and reconstruction of water lines, gas lines, sewer lines and power lines and appurtenances in and about the present location upon, along and across the land described in Exhibit A of the water lines, gas lines, sewer lines and power lines excepted and reserved unto Union Pacific Railroad Company by UIC Law Department Document No. 1-1731-1.

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This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in said Exhibit A which became or may become due and payable in the year 1975 shall be prorated as of the date of delivery of this deed by the Grantor to the Grantee; said date being the 19<sup>th</sup> day of December, 1975, 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 delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year;

(b) That certain agreement dated October 19, 1894, by and between the Receiver of The Union Pacific Railway Company and the City of Denver, granting to the City of Denver the right to maintain and operate a sewer designated as the Delgany Street Public Sanitary Sewer, through, across and under a portion of the premises described on Exhibit A;

(c) That certain agreement dated December 1, 1949, by and between Union Pacific Railroad Company and The City and County of Denver, identified in the records of Resources Corporation as Audit No. 73147, whereby the Railroad Company granted a license to The City and County of Denver for the right to install a 12" main and lay an 8" main upon, over and across a portion of the premises described in Exhibit A;

(d) That certain agreement dated December 29, 1949, by and between Union Pacific Railroad Company and Growers Public Market Association, identified in the records of Resources Corporation as C.D. No. 23679-I, Audit No. 44421, covering an easement for ingress and egress over a portion of the premises described in Exhibit A;

1171 631

(e) That certain Warranty Deed dated December 29, 1949, between Union Pacific Railroad Company and Growers Public Market Association, identified in the records of Resources Corporation as C.D. 23879-G, Aud. LV 1861, whereby the Railroad Company conveyed to Growers Public Market Association certain land, together with the right of ingress and egress to and from said land, being a portion of the premises described in Exhibit A;

(f) That certain agreement dated October 28, 1952, between Union Pacific Railroad Company and Growers Public Market Association, identified in the records of Resources Corporation as C.D. No. 38781, Audit No. 79066, whereby the Railroad Company granted to Growers Public Market Association the right to construct, maintain and operate two 5/8-inch galvanized iron water pipe lines and one 6-inch vitrified clay sewer pipe line upon, over, across and under a portion of the premises described in Exhibit A;

(g) That certain agreement dated December 1, 1961, by and between Union Pacific Railroad Company and Public Service Company of Colorado, identified in the records of Resources Corporation as C.D. No. 39661-4, as amended, extended, renewed and assigned, whereby the Railroad Company granted a license to Public Service Company of Colorado to construct, maintain and operate a 2-inch gas pipe line across, under, on and along a portion of the premises described in Exhibit A;

(h) That certain Deed and Agreement dated March 15, 1961, by and between Union Pacific Railroad Company and The FM Stamp Company, identified in the records of Resources Corporation as C.D. No. 30429-5, Audit No. LSD-3061, whereby the Railroad Company granted to The FM Stamp Company a perpetual easement for a private roadway situate upon, over and across a portion of the premises described in Exhibit A;

(i) That certain agreement dated October 6, 1961, by and between Union Pacific Railroad Company and Growers Public Market Association, identified in the records of Resources Corporation as C.D. No. 38781-1, Audit No. 99425, as assigned, whereby the Railroad Company granted to Growers Public Market Association the right to construct, maintain and use a 1 1/4-inch water pipe line to be connected to the Railroad Company's water main, upon, over and across a portion of the premises described in Exhibit A;

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(j) That certain agreement dated August 9, 1963, by and between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of Resources Corporation as C.D. No. 47165, Audit No. 102789, as extended, amended and renewed, whereby the Railroad Company granted to The Mountain States Telephone and Telegraph Company a license to continue to maintain and operate overhead and underground telephone wire lines on, across, over and under a portion of the premises described in Exhibit A;

(k) That certain agreement dated October 9, 1963, by and between Union Pacific Railroad Company and Public Service Company of Colorado, identified in the records of Resources Corporation as C.D. No. 47165-1, Audit No. 103101, as extended, amended and renewed, whereby 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 a portion of the premises described in Exhibit A;

(l) That certain agreement dated July 26, 1964, by and between Union Pacific Railroad Company and Jerry P. Ditolla, identified in the records of Resources Corporation as C.D. No. 24412-2, Audit No. 56803, as amended, extended, renewed and assigned, whereby the Railroad Company leased to Jerry P. Ditolla, for the purpose of conducting a wholesale business in fruit, food products, plants and seeds, a portion of the premises described in Exhibit A;

(m) That certain agreement dated December 30, 1970, by and between Union Pacific Railroad Company and Anthony C. Lossaco, identified in the records of Resources Corporation as C.D. 23692-6-4, Audit No. OMA-588, as amended, extended, renewed and assigned, whereby the Railroad Company leased to Anthony C. Lossaco, for the purpose of conducting business of selling fruit, vegetables, and other foods, a portion of the premises described in Exhibit A;

(n) That certain Quitclaim Deed dated April 1, 1971, between Union Pacific Railroad Company and Union Pacific Land Resources Corporation, identified in the records of Resources Corporation as UIC Law Department Document No. 1-1731-1, whereby the Railroad Company conveyed to Resources Corporation certain real estate situated in the County of Denver, State

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of Colorado, whereby Union Pacific Railroad Company reserved unto itself, its successors and assigns, a PERPETUAL EASEMENT for the maintenance, operation, repair, renewal and reconstruction of railroad trackage and appurtenances; water lines; gas lines; sewer lines and power lines and appurtenances in their present location upon, along and across a portion of the premises described in Exhibit A;

(o) That certain agreement dated August 1, 1973, by and between Union Pacific Land Resources Corporation and Rocky Mountain Wholesale Florists, Inc., identified in the records of Resources Corporation as UPLRC Lease Audit No. 2684, as extended, amended and renewed, whereby Resources Corporation leased to Rocky Mountain Wholesale Florists, Inc., for the purpose of conducting the business of selling fruit, vegetables and other foods, a portion of the premises described in Exhibit A;

(p) That certain agreement dated May 7, 1974, by and between Union Pacific Land Resources Corporation and McVay Brothers Transfer, identified in the records of Resources Corporation as Audit No. 2760, whereby Resources Corporation leased to McVay Brothers Transfer, for the storage and servicing of equipment, a portion of the premises described in Exhibit A;

(q) That certain agreement dated March 14, 1975, by and between Union Pacific Land Resources Corporation and Rocky Mountain Wholesale Florists, Inc., identified in the records of Resources Corporation as UIC Law Department Document No. 1-948, whereby Resources Corporation leased to Rocky Mountain Wholesale Florists, Inc., for the purpose of conducting a wholesale florist business, a portion of the premises described in Exhibit A; and a Supplemental Agreement dated March 14, 1975, by and between Union Pacific Land Resources Corporation and Rocky Mountain Wholesale Florists, Inc., identified in the records of Resources Corporation as UIC Law Department Document No. 1-948-1, covering the furnishing of water and electric current to a portion of the premises described in Exhibit A;

(r) That certain agreement dated October 7, 1975, by and between Union Pacific Land Resources Corporation and Angelo Mancinelli, d/b/a Mancinelli Produce Co., identified in the records of Resources Corporation as Audit No. 19147, whereby Resources

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Corporation leased to Angelo Mancinelli, for storage and handling and distribution of fruits, vegetables and related products, a portion of the premises described in Exhibit A;

(s) All right, title and interest, if any, of the public in and to the streets and utilities, including but not limited to water, gas, telephone, sewer and electric lines as now located upon, over, under and along a portion of the premises described in Exhibit A; and

(t) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by the Grantees on and after the date of delivery of this deed by the Grantor to the Grantees, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record.

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 the 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 Exhibit A, with the appurtenances, unto the Grantee, their heirs, 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, their heirs, 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

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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, their heirs, successors and assigns, against every person and all persons lawfully claim 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 Vice 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

C. H. Peck

By [Signature]  
Vice President

Attest: [Signature] (Seal)  
Assistant Secretary



1171 636

STATE OF NEBRASKA)  
 )  
COUNTY OF DOUGLAS)

On this 15<sup>th</sup> day of December, 19 75,  
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared H. F. Hansen, to me  
personally known, and to me personally known to be  
Vice President of UNION PACIFIC LAND RESOURCES  
CORPORATION, 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  
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  
H. F. Hansen 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.

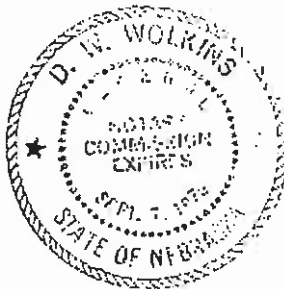
My commission expires September 7, 1976.

*D. W. Wolkins*

Notary Public

Residing at DOUGLAS COUNTY, NEBR.

(Seal)



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EXHIBIT A

A parcel of land situate in the West Half (W<sup>1</sup>/<sub>2</sub>) 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 along the east-west centerline of said Section 27, North 89 degrees 59 minutes 51 seconds West a distance of 619.75 feet to the TRUE POINT OF BEGINNING, said point also being on the west line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Growers Public Market Association by Warranty Deed dated December 29, 1949, recorded in Book 953 at Page 351, City and County of Denver Records;

thence along the west line of said deeded parcel and the southerly prolongation thereof, South, a distance of 75.70 feet to a point on the north line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Tony Amato, et al., by Warranty Deed dated July 17, 1946, recorded in Book 419 at Page 580, City and County of Denver Records;

thence along the north line of said deeded parcel, West, a distance of 20.0 feet to the northwest corner of said deeded parcel;

thence along the west line of said deeded parcel, South, a distance of 148.63 feet;

thence West, a distance of 119.92 feet to a point 144.07 feet easterly, measured at right angles, from the East right-of-way line of Denargo Street as established by Ordinance No. 163 of the Series of 1949, City and County of Denver and as recorded in Book 5340 at Page 155, City and County of Denver Records;

thence along a line parallel with said East right-of-way line, North, a distance of 431.54 feet, more or less, to a point in the south line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Royal Chemical Company by Warranty Deed dated March 26, 1964, recorded in Book 9973 at Page 74 and 75, City and County of Denver Records; ~~thence along the south line of said parcel of land, South, a distance of 5.72 feet to the southeast corner of said parcel of land;~~

thence East along the south line of said parcel of land conveyed to Royal Chemical Company by Deed dated March 26, 1964, which is a straight line drawn at right angles to said east line of Denargo Street, a distance of 5.72 feet to the southeast corner of said deeded parcel of land;

thence along an easterly line of said deeded parcel, North 4 degrees 02 minutes 26 seconds East, a distance of 44.11 feet;

1171 638

thence continuing along an easterly line of said deeded parcel, North, a distance of 156.0 feet to the northeast corner of said deeded parcel;

thence along the northerly line of said deeded parcel, West, a distance of 35.90 feet, more or less, to the southeast corner of that certain parcel of land heretofore conveyed by Union Pacific Land Resources Corporation to Hinterreiter & Bailey Hardwood Lumber Company by Warranty Deed dated December 19, 1974, Union Pacific Land Resources Corporation, L.S. D.A. 1339;

thence along the easterly line of said deeded parcel and its northerly prolongation, North, a distance of 767.05 feet, more or less, to a point on the southeasterly right-of-way line of Arkins Court;

thence along said southeasterly right-of-way line, North 70 degrees 50 minutes 41 seconds East, a distance of 447.80 feet, more or less;

thence South, a distance of 147.83 feet, more or less, to the northeast corner of said parcel of land conveyed to Growers Public Market Association;

thence along the north line of said deeded parcel, West, a distance of 256.0 feet to the northwest corner of said deeded parcel;

thence along the west line of said deeded parcel, South, a distance of 1,173.37 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing an area of 243,111 square feet, more or less, (5.58 acres, more or less).

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WARRANTY DEED

THIS DEED, Made this 15<sup>th</sup> day of December, 19 75, 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 MARGARET HINTERREITER, an individual, whose address is 636 Pearl Street, Denver, Colorado 80203, Grantee:

WITNESSETH, That the Grantor, for and in consideration of the sum of Fifty-Three Thousand Five Hundred Fourteen Dollars and Forty-Five Cents (\$53,514.45) 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, his heirs and assigns, forever, the real estate situate in the County of Denver, State of Colorado, described in Exhibit A, hereto attached and hereby made a part hereof.

State Documentary Fee  
Date DEC 30 1975  
\$ 5.35

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, his heirs and assigns.

Further EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, a PERPETUAL EASEMENT for the construction, maintenance, operation, repair, renewal and reconstruction of water lines, gas lines, sewer lines and power lines and appurtenances in and about the present location upon, along and across the land described in Exhibit A of the water lines, gas lines, sewer lines and power lines excepted and reserved unto Union Pacific Railroad Company by UIC Law Department Document No. 1-1731-1.

This deed is made SUBJECT to the following:

- (a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in said Exhibit A which became or may become due and payable in the year 1975 shall be prorated as of the date of delivery of this deed by

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the Grantor to the Grantee; said date being the 29th day of December, 1975, 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 delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year;

(b) That certain agreement dated December 1, 1949, by and between Union Pacific Railroad Company and The City and County of Denver, identified in the records of Resources Corporation as Audit No. 73147, C.D. No. 35804, covering a 12-inch water pipeline, upon, over and across a portion of the premises described in Exhibit A;

(c) That certain agreement dated August 9, 1963, by and between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of Resources Corporation as C.D. No. 47165, Audit No. 102787, as amended, extended and renewed, whereby the Railroad Company granted to The Mountain States Telephone and Telegraph Company a license for the continued maintenance and operation of overhead and underground telephone wire lines on, across, over and under a portion of the premises described in Exhibit A;

(d) That certain agreement dated June 17, 1969, by and between Union Pacific Railroad Company and Public Service Company of Colorado, identified in the records of Resources Corporation as C.D. No. 47165-4, Audit No. 113890, as amended, extended and renewed, whereby the Railroad Company granted to Public Service Company of Colorado a license for the construction, maintenance and operation of an overhead power wire line, with pole, on and over a portion of the premises described in Exhibit A;

(e) That certain agreement dated August 7, 1969, by and between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of Resources Corporation as C.D. No. 47165-5, Audit No. 114057, as amended, extended and renewed, whereby the Railroad Company granted to The Mountain States Telephone and Telegraph Company a license for the construction, maintenance and operation of an overhead telephone cable, with pole, on and along a portion of the premises described in Exhibit A;

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(f) That certain Quitclaim Deed dated April 1, 1971, between Union Pacific Railroad Company and Union Pacific Land Resources Corporation, identified in the records of Resources Corporation as UIC Law Department Document No. 1-1731-1, whereby the Railroad Company conveyed to Resources Corporation certain real estate situated in the County of Denver, State of Colorado, whereby Union Pacific Railroad Company reserved unto itself, its successors and assigns, a PERPETUAL EASEMENT for the maintenance, operation, repair, renewal and reconstruction of railroad trackage and appurtenances; water lines; gas lines; sewer lines and power lines and appurtenances in their present location upon, along and across a portion of the premises described in Exhibit A;

(g) All right, title and interest, if any, of the public in and to the streets and utilities, including but not limited to water, gas, telephone, sewer and electric lines as now located upon, over, under and along a portion of the premises described in Exhibit A; and

(h) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by the Grantee on and after the date of delivery of this deed by the Grantor to the Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds.

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 the 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.

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TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the said premises above bargained and described in Exhibit A, with the appurtenances, unto the Grantee, his heirs 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, his heirs 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, his heirs 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 Vice 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

C. H. Peck

By H. F. L...  
Vice President

Attest:

J. J. Muebeck (Seal)  
Assistant Secretary



1-175 109

STATE OF NEBRASKA )  
                           )  
COUNTY OF DOUGLAS)

On this 15<sup>th</sup> day of December, 1975,  
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared H. F. Hansen, to me  
personally known, and to me personally known to be  
Vice President of UNION PACIFIC LAND RESOURCES  
CORPORATION, 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  
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  
H. F. Hansen 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.

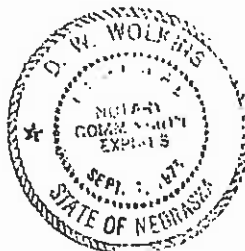
IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal the day and year last above written.

My commission expires September 7, 1976.

D. W. Wolfkins  
Notary Public

Residing at DOUGLAS Co., NEBR

(Seal)



.1175 110

EXHIBIT A

A parcel of land situate in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 27, Township 3 South, Range 68 West of the Sixth Principal Meridian, in the City and County of Denver, State of Colorado, bounded and described as follows:

Beginning at a point in the east line of Denargo Street, 80.00 feet wide as now established, that is 863.2 feet distance north from the east-west centerline of said Section 27, measured along said east line of Denargo Street;  
thence North, along said east line of Denargo Street, a distance of 270.42 feet to a point on the southeasterly line of Arkins Court, 100.00 feet wide as now established;  
thence along said southeasterly line of Arkins Court, North 70 degrees 50 minutes 41 seconds East, a distance of 123.86 feet;  
thence parallel with the east line of Denargo Street and its northerly prolongation, South, a distance of 311.05 feet;  
thence at right angles to the last described line, West, a distance of 117.0 feet to the Point of Beginning.  
Containing an area of 34,017 square feet, more or less, (0.78 acres, more or less).

012.00 A - 1

U O 2 1 2 9

STATE OF COLORADO  
CITY & COUNTY  
OF DENVER  
REGISTERED OFFICE OF  
DEP 30 10 25 AM '75  
1175 106  
E. A. SPERDIN  
REGISTERED

1175 111

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS

That UNITED TIRE COMPANY, INC of the City and County of Denver, State of Colorado, for and in consideration of One (\$1 00) Dollar and other good and valuable considerations in hand paid, does hereby grant and convey to the CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado, an easement and right of way for the purpose of constructing, operating, maintaining, repairing, replacing and modifying of storm and sanitary sewer facilities, over, upon, across, in, through, and under the following described real property in the City and County of Denver, State of Colorado, to-wit

For Legal Description see attached Exhibit "A" which by reference hereto, are hereby made a part of this easement

009477

NOV 13 1981

F J SERAFINI COUNTY CLERK DENVER COUNTY

NOV 13 PM 3 59

2483 682

WWH Proj No W75-041 Parcel No 1404 22 D E

RESERVING, however, to the undersigned, its successors and assigns, the right to utilize and enjoy the above described premises providing the same shall not interfere with the operation, maintenance, repair, replacement and modification of said sewer facilities, and providing further that the City or its designated agent will have at all times and all seasons, the right of free ingress and egress to the above described right of way and further providing that the grantor shall not erect or place any building or tree on the above described right of way and the City shall not be liable for their removal if they are so placed

Signed and delivered this 13th day of November A D, 19 81

ATTEST

Joseph Naiman & Edward Naiman UNITED TIRE COMPANY, INC

By

Joseph Naiman (Partner) President

Secretary

STATE OF COLORADO ) CITY AND ) ss COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 13th day of November 1981 by Joseph Naiman, Partner as President, and by Secretary of UNITED TIRE COMPANY, INC as

a corporation

Witness by hand and official seal

My commission expires July 21, 1982

George C. Arrington (Not a Public)

2183 682

REC'D FOR RECORDING LAND U

408

10/11/81


PARCEL 1404 22 - PE

A SEWER EASEMENT LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE CENTER OF SAID SECTION 27, THENCE NORTH 89°59'51" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 903.75 FEET TO A POINT ON THE EAST LINE OF DENARGO STREET AS RECORDED SEPTEMBER 11, 1939 IN BOOK 5340 AT PAGE 155 OF THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER, THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 194.41 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 73°29'10" EAST A DISTANCE OF 105.31 FEET, THENCE WEST ALONG THE SOUTHERLY LINE EXTENDED OF A PARCEL OF LAND DESCRIBED IN A DEED RECORDED DECEMBER 22, 1975 IN BOOK 1171 AT PAGE 630 OF THE RECORDS OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF DENVER A DISTANCE OF 100.97 FEET TO A POINT ON THE EAST LINE OF SAID DENARGO STREET, THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 29.93 FEET TO THE TRUE POINT OF BEGINNING

NOTE BEARINGS ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 27, T3S, R68W, BEING NORTH

*Floyd E. Montgomery*  
 CERTIFICATION REGISTERED LAND SURVEYOR

				EXHIBIT A		
		DLS	4/9/77	PREPARED BY	<i>Gogory Associates, Inc.</i> CONSULTING ENGINEERS 2840 SOUTH WALKER STREET ENGLEWOOD, COLORADO 80110 TELEPHONE 303 761 4860	
	REVISED	DLS	3/29/77			#1202 001
	APPROVED			PROJECT	DELGANY MAIN STORM SEWER SEPARATION	
	CHECKED			LOCATION (RT-501)	68-3-27 31	
	DRAWN	TLK	12/27/76	JOB NO.	PROJECT NO.	RW FILE NO.
	SURVEYED			29-75	W75-041	1404 22
ACTION	BY	DATE			SHEET	
					1 OF 2	
CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION						

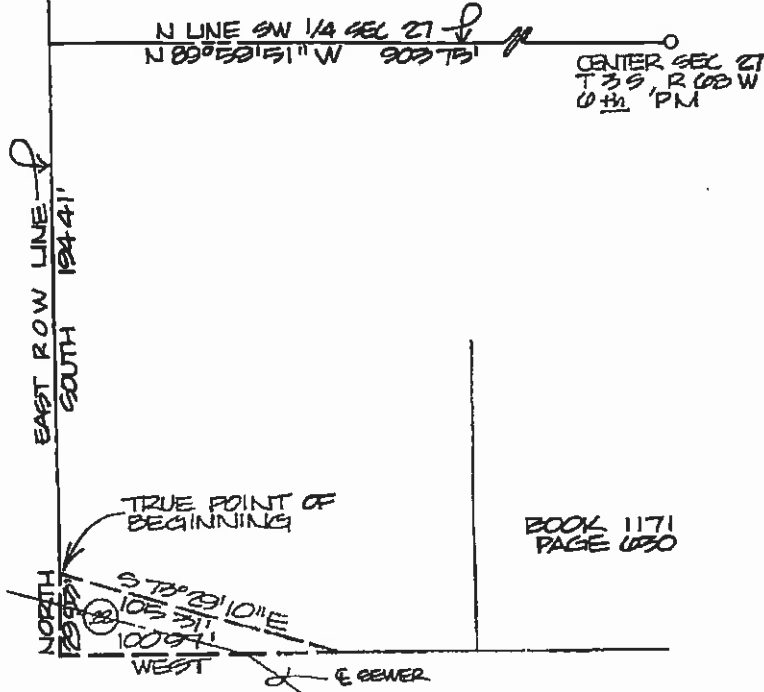
FORM 3107 (3/78) WMD

2483 683

NORTH

SCALE 1"=50'

DENARGO STREET (20')  
BOOK 1171 PAGE 155



Floyd E. Montgomery  
CERTIFICATION REGISTERED LAND SURVEYOR

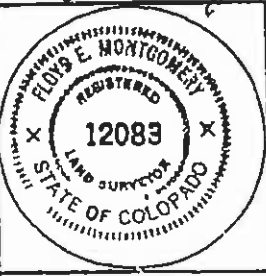


				EXHIBIT A	
	DLS	4/9/79	PREPARED BY	Gingery Associates, Inc. CONSULTING ENGINEERS 2840 SOUTH VALLEJO STREET ENGLEWOOD, COLORADO 80120 TELEPHONE 303 761 1860	
REVISED	DLS	3/29/77		#1202 001	
APPROVED			PROJECT	DELGANY MAIN STORM SEWER SEPARATION	
CHECKED			LOCATION (RT 50)	68-3-27 31	
DRAWN	TLK	12/27/76	JOB NO	PROJECT NO	R/W FILE NO
SURVEYED			29-75	W75-041	1404 22
ACTION	BY	DATE			SHEET 2 of 2

CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION

FORM 310, (3/78) WWD

2483 684

1A

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

Civil Action No. 95 CV 3473, Courtroom 207

RULE AND ORDER, JUDGMENT AND DECREE

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

Petitioner,

vs.

EMMA N. NAIMAN; NAIMAN DENVER PROPERTY LLC; GUARANTY BANK & TRUST CO., THE ESTATE OF JOSEPH NAIMAN; PAMELA S. STEARMAN TRUST NO. 2; CYNTHIA J. CHAPMAN TRUST #4; UNION PACIFIC RAILROAD COMPANY; UNION PACIFIC LAND RESOURCES CORPORATION; STEPHEN MARC APPLEMAN; ESTHER APPLEMAN; PATRICIA SCHWARTZBERG, Manager of Revenue of the City and County of Denver, Colorado, and STEVEN HUTT, Treasurer of 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. Emma N. Naiman and Naiman Denver Property, LLC ("Naiman"), 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 \$35,200. Petitioner and Respondent Landowners have stipulated that the value of the temporary easement sought by Petitioner is \$500.00 per month for twelve months (September 15, 1995 - September 15, 1996) for a total

W:\95\95116\mimostru\order

37



of \$6,000.00. The value of the property acquired by Petitioner is therefore established at these amounts. By separate Motion and Order, the Clerk of the Registry will be requested to release \$30,200.00 deposited with the Registry of the Court in this matter as part of Stipulation for Immediate Possession made an Order of Court on October 17, 1995.

4. The description of the properties acquired by the Petitioner is set forth on Exhibits A and B attached hereto.

5. The condemnation of the subject property is subject to existing Easement deed in favor of Applemans, adjoining property owners, as set forth in Easement Deed dated April 2, 1973 and recorded March 23, 1974.

6. Since Petitioner is not condemning a fee interest and is only taking a permanent easement and a temporary 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. The monetary terms of this settlement are to remain confidential by all parties. The confidentiality provision will expire after all Delgany project properties have been condemned by Petitioner, Metro Wastewater Reclamation District.

8. The Guaranty Bank & Trust Co., holder of Deed of Trust and therefore an interest party, was served with the Summons, Petition and Notice of Hearing on 8/15/95.

9. That Guaranty Bank & Trust Co., has failed to file a responsive pleading and the court has entered default against Guaranty Bank & Trust Co.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the properties described in Exhibits A and B attached hereto and incorporated by reference have been duly and lawfully taken by the Petitioner, subject to the easement described in paragraph numbered 5 above, pursuant to the statutes and constitution of the State of Colorado; that except as herein provided, the interests of the Respondents in said properties have been acquired by the Petitioner and that title to the properties is hereby vested in 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 the within matter be dismissed with prejudice, each party to pay its own costs and attorneys fees.

DATED AND ENTERED this 17<sup>th</sup> day of April, 1998.

BY THE COURT:

[Signature]  
DISTRICT COURT JUDGE

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

INMAN ELYNN & 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

MULLIGAN PROFESSIONAL CORP.

By: [Signature]  
Stephen B. Schuyler #5033  
1200 17th Street, Suite 1000  
Denver, CO 80202  
(303) 572-0600  
Attorneys for Respondents  
Emma N. Naiman and Naiman  
Denver Property LLC

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 Respondents  
Manager of Revenue and  
Treasurer - City and County of Denver

FAEGRE & BENSON, LLP

By: [Signature]  
Joseph M. Montano #3695  
379 Seventeenth Street, Suite 2500  
Denver, Colorado 80202-4004  
(303) 592-5900  
Attorneys for Respondents  
Stephen Marc Appleman and Esther Appleman



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

JUN - 2 2000

by [Signature]  
Clerk of the District Court  
Deputy Clerk

W-193jan32BusinessOrder

3

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 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 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 DG-30, 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. DG-10

A Permanent Easement 10.00 in width located in the Northwest 1/4 Section 27, T15S, R68W of the 6th P.M., City and County of Denver, Colorado. Said Permanent Easement is located within the Naiman Tract, Reception No's. 93-0002116, 93-0002121, 93-0002125, 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°04'39" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 27; thence N 64°23'23" E a distance 2,210.61 feet to a point on the southwesterly right-of-way line of 29th Street, the Point of Beginning of said easement.

Thence along said southwesterly right-of-way line S 46°28'39" E a distance of 41.37 feet to the northwesterly corner of the Union Pacific Railroad Co. Tract;

Thence leaving said southwesterly right-of-way line along the westerly line of said Union Pacific Railroad Co. Tract, S 00°00'38" W a distance of 460.31 feet to the northeasterly corner of the Appleman Tract, Book 1433, Page 56, as recorded in the City and County of Denver Public Records;

Thence along the northerly line of said Appleman Tract N 89°59'22" W a distance of 281.75 feet to the northwesterly corner of said Appleman Tract;

Thence N 00°00'38" E a distance of 10.00 feet;

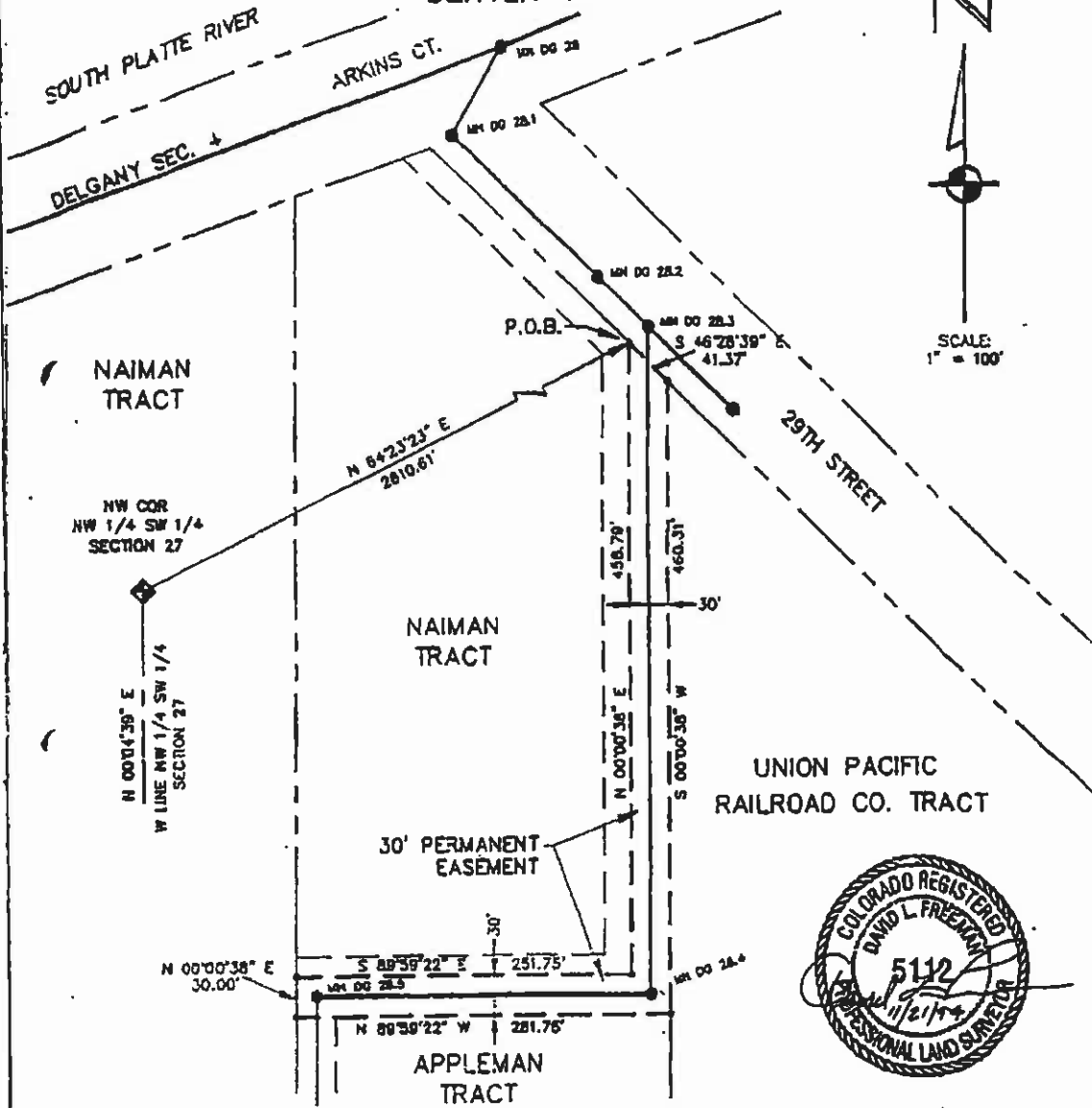
Thence S 89°59'22" E a distance of 251.75 feet;

Thence N 00°00'38" E a distance of 458.79 to the Point of Beginning;

Said Permanent Easement contains 21,789 square feet or 0.50 acre more or less.

Exhibit A  
Sheet 1 of 2

NW 1/4 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 DOCUMENT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

METRO WASTEWATER  
 RECLAMATION DISTRICT

EXHIBIT "A" PARCEL DG-30  
 DELGANY INTERCEPTOR SEC.4

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-30T, a description of which is attached hereto.

Parcel No. DG-30T

A Temporary Construction Lease of variable width located in the Northwest 1/4 of Section 27, T1S, R68W of the 6th P.M., City and County of Denver, Colorado. Said Temporary Construction Lease is located within the Naiman Tract, Reception No's. 93-0002116, 93-002121, and 93-0002125, 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 N 64°23'23" E a distance 2,310.61 feet to a point on the southwesterly right-of-way line of 29th Street, the Point of Beginning of said lease.

Thence leaving said southwesterly right-of-way line S 00°00'38" W a distance of 458.79 feet;

Thence N 89°59'22" W a distance of 251.75 feet;

Thence N 00°00'38" E a distance of 15.00 feet;

Thence S 89°59'22" E a distance of 231.75 feet;

Thence N 00°00'38" E a distance of 435.20 feet;

Thence N 46°28'39" W a distance of 210.25 feet to a point on the southeasterly right-of-way line of Arkins Court;

Thence along said southeasterly right-of-way line N 70°31'21" E a distance of 22.45 feet to the point of intersection of said southeasterly right-of-way line of Arkins Court and the southwesterly right-of-way line of 29th Street;

Thence along said southwesterly right-of-way line of 29th Street S 46°28'39" E a distance of 208.65 feet to the Point of Beginning;

Said Temporary Construction Lease contains 16,735 square feet or 0.38 acre more or less.

Exhibit B  
Sheet 1 of 2

NW 1/4 SECTION 27, TOWNSHIP 3 SOUTH,  
 RANGE 68 WEST, 6th P.M.  
 DENVER COUNTY

SOUTH PLATTE RIVER

DELGANY SEC. 4

ARKINS CT.



NAIMAN TRACT

NW COR  
 NW 1/4 SW 1/4  
 SECTION 27

N 00°04'39" E  
 W LINE NW 1/4 SW 1/4  
 SECTION 27

N 00°00'38" E  
 15.00'

N 64°23'23" E  
 2810.61'

P.O.B.

NAIMAN TRACT

29TH STREET

UNION PACIFIC  
 RAILROAD CO. TRACT

TEMPORARY  
 CONSTRUCTION  
 LEASE



N 00°00'38" E  
 15.00'

S 89°39'22" E  
 231.75'

N 89°39'22" W  
 231.75'

APPLEMAN TRACT

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  
 RECLAMATION DISTRICT

EXHIBIT "A" PARCEL DG-30T  
 DELGANY INTERCEPTOR SEC.4



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 remise, 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-30)

Reception No. 2000076722

*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.



\_\_\_\_\_ as my hand and official seal.

Norma L. Ramirez  
Notary Public  
Address: 6450 York Street  
Denver, CO 80229

My Commission Expires 02/25/2004

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 Li LooE  
Manager of Public Works

26-30  
1A

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

Civil Action No. 95 CV 3473. Courtroom 207

**RULE AND ORDER, JUDGMENT AND DECREE**

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

Petitioner,

vs.

EMMA N. NAIMAN; NAIMAN DENVER PROPERTY LLC; GUARANTY BANK & TRUST CO., THE ESTATE OF JOSEPH NAIMAN; PAMELA S. STEARMAN TRUST NO. 2; CYNTHIA J. CHAPMAN TRUST #4; UNION PACIFIC RAILROAD COMPANY; UNION PACIFIC LAND RESOURCES CORPORATION; STEPHEN MARC APPLEMAN; ESTHER APPLEMAN; PATRICIA SCHWARTZBERG, Manager of Revenue of the City and County of Denver, Colorado, and STEVEN HUTT, Treasurer of 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. Emma N. Naiman and Naiman Denver Property, LLC ("Naiman"), 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 \$35,200. Petitioner and Respondent Landowners have stipulated that the value of the temporary easement sought by Petitioner is \$500.00 per month for twelve months (September 15, 1995 - September 15, 1996) for a total

of \$6,000.00. The value of the property acquired by Petitioner is therefore established at these amounts. By separate Motion and Order, the Clerk of the Registry will be requested to release \$30,200.00 deposited with the Registry of the Court in this matter as part of Stipulation for Immediate Possession made an Order of Court on October 17, 1995.

4. The description of the properties acquired by the Petitioner is set forth on Exhibits A and B attached hereto.

5. The condemnation of the subject property is subject to existing Easement deed in favor of Applemans, adjoining property owners, as set forth in Easement Deed dated April 2, 1973 and recorded March 23, 1974.

6. Since Petitioner is not condemning a fee interest and is only taking a permanent easement and a temporary 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. The monetary terms of this settlement are to remain confidential by all parties. The confidentiality provision will expire after all Delgany project properties have been condemned by Petitioner, Metro Wastewater Reclamation District.

8. The Guaranty Bank & Trust Co., holder of Deed of Trust and therefore an interest party, was served with the Summons, Petition and Notice of Hearing on 8/15/95.

9. That Guaranty Bank & Trust Co., has failed to file a responsive pleading and the court has entered default against Guaranty Bank & Trust Co.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the properties described in Exhibits A and B attached hereto and incorporated by reference have been duly and lawfully taken by the Petitioner, subject to the easement described in paragraph numbered 5 above, pursuant to the statutes and constitution of the State of Colorado; that except as herein provided, the interests of the Respondents in said properties have been acquired by the Petitioner and that title to the properties is hereby vested in 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 the within matter be dismissed with prejudice, each party to pay its own costs and attorneys fees.

DATED AND ENTERED this 17<sup>th</sup> day of April, 1998.

BY THE COURT:

*[Signature]*  
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. Brenlinger #8668  
1660 Lincoln St., Suite 1700  
Denver, CO 80264  
(303) 861-5300  
Attorneys for Petitioner  
Metro Wastewater Reclamation

MULLIGAN PROFESSIONAL CORP.

By: *[Signature]*  
Stephen B. Schuyler # 5033  
1200 17th Street, Suite 1000  
Denver, CO 80202  
(303) 572-0600  
Attorneys for Respondents  
Emma N. Naiman and Naiman  
Denver Property LLC

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 Respondents  
Manager of Revenue and  
Treasurer - City and County of Denver

FAEGRE & BENSON, LLP

By: *[Signature]*  
Joseph M. Montano #3695  
378 Seventeenth Street, Suite 2500  
Denver, Colorado 80202-4004  
(303) 592-5900  
Attorneys for Respondents  
Stephen Marc Appleman and Esther Appleman



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

JUN - 2 2000

By: *[Signature]*  
Clerk of the District Court  
Deputy Clerk

W-193 pml28 v.20000101order

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 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 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 DG-30, 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. DG-30

A Permanent Easement 30.00 in width located in the Northwest 1/4 Section 27, T3S, R68W of the 6th P.M. City and County of Denver, Colorado. Said Permanent Easement is located within the Naiman Tract, Reception No's. 93-0002116, 93-0002121, 93-0002125, 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°04'39" E.

Commencing at the Northwest Corner of the Northwest 1/4 of the Southwest 1/4 said Section 27; thence N 64°23'23" E a distance 2,310.61 feet to a point on the southwesterly right-of-way line of 29th Street, the Point of Beginning of said easement.

Thence along said southwesterly right-of-way line S 46°28'39" E a distance of 41.37 feet to the northwesterly corner of the Union Pacific Railroad Co. Tract:

Thence leaving said southwesterly right-of-way line along the westerly line of said Union Pacific Railroad Co. Tract, S 00°00'38" W a distance of 460.11 feet to the northeasterly corner of the Appleman Tract, Book 1433, Page 56, as recorded in the City and County of Denver Public Records;

Thence along the northerly line of said Appleman Tract N 89°59'22" W a distance of 281.75 feet to the northwesterly corner of said Appleman Tract:

Thence N 00°00'38" E a distance of 30.00 feet:

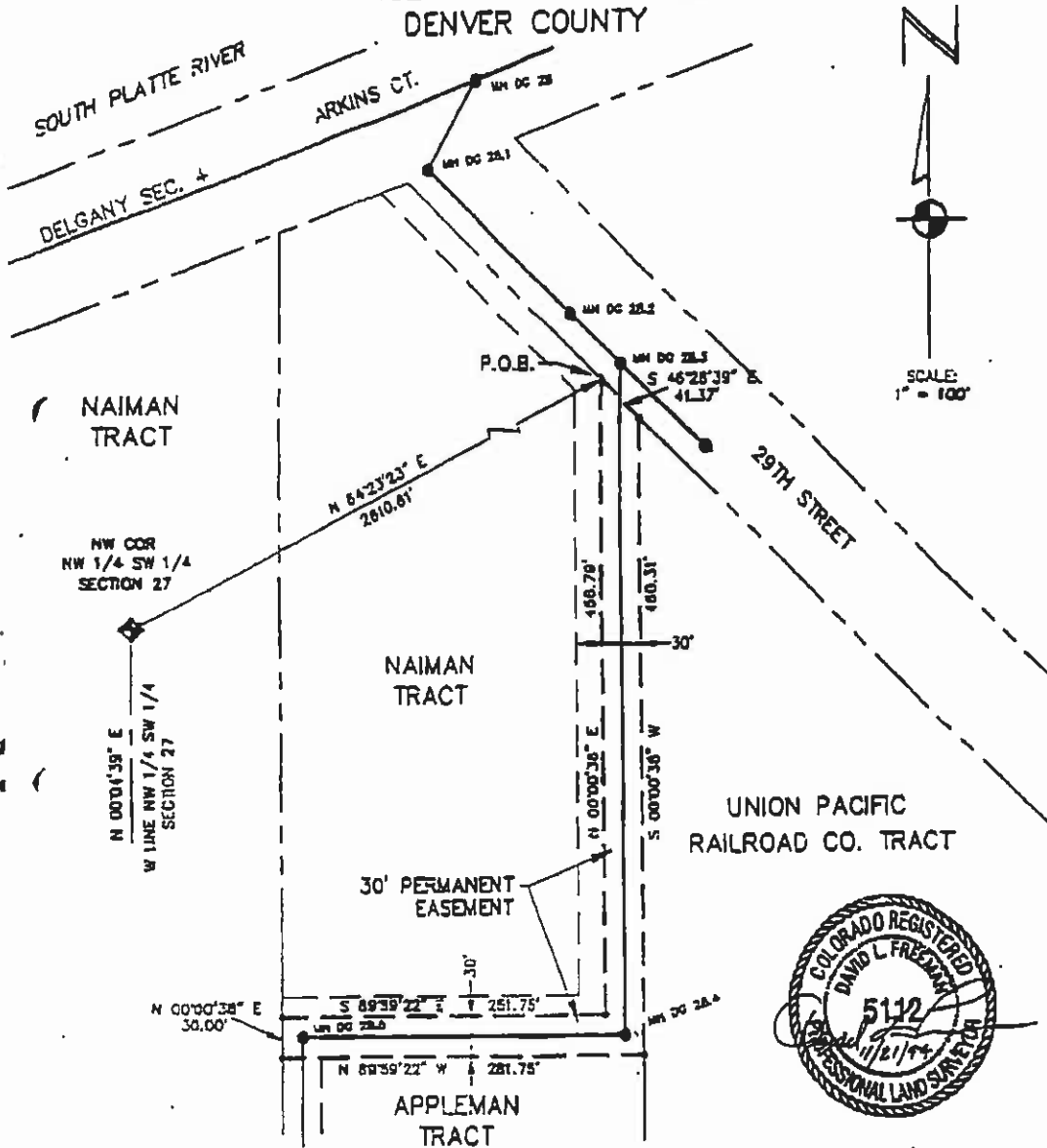
Thence S 89°59'22" E a distance of 251.75 feet:

Thence N 00°00'38" E a distance of 458.79 to the Point of Beginning;

Said Permanent Easement contains 21,789 square feet or 0.50 acre more or less.

Exhibit A  
Sheet 1 of 2 .

NW 1/4 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  
 RECLAMATION DISTRICT

EXHIBIT "A" PARCEL DG-30  
 DELGANY INTERCEPTOR SEC.4



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-30T, a description of which is attached hereto.

Parcel No. DG-30T

A Temporary Construction Lease of variable width located in the Northwest 1/4 of Section 27, T1S, R68W of the 6th P.M., City and County of Denver, Colorado. Said Temporary Construction Lease is located within the Naiman Tract, Reception No's. 93-0002116, 93-002131, and 93-0002125, 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 N 64°23'21" E a distance 1,510.61 feet to a point on the southwesterly right-of-way line of 29th Street, the Point of Beginning of said lease.

Thence leaving said southwesterly right-of-way line S 00°00'38" W a distance of 458.79 feet;

Thence N 89°59'22" W a distance of 231.75 feet;

Thence N 00°00'38" E a distance of 15.00 feet;

Thence S 89°59'22" E a distance of 231.75 feet;

Thence N 00°00'38" E a distance of 435.20 feet;

Thence N 46°28'39" W a distance of 210.25 feet to a point on the southeasterly right-of-way line of Arkins Court;

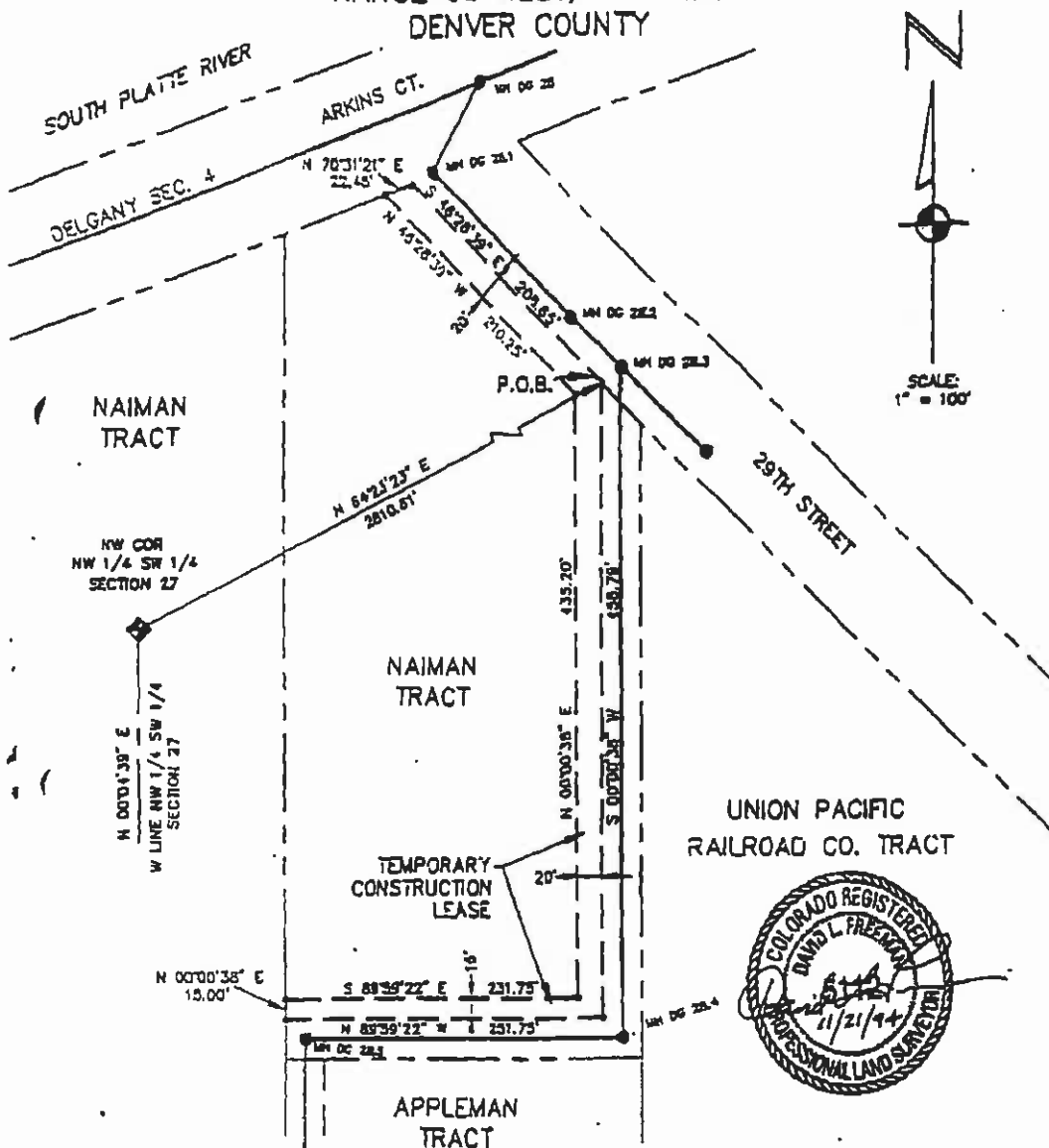
Thence along said southeasterly right-of-way line N 70°31'21" E a distance of 22.45 feet to the point of intersection of said southeasterly right-of-way line of Arkins Court and the southwesterly right-of-way line of 29th Street;

Thence along said southwesterly right-of-way line of 29th Street S 46°28'39" E a distance of 208.65 feet to the Point of Beginning;

Said Temporary Construction Lease contains 16,755 square feet or 0.38 acre more or less.

Exhibit B  
Sheet 1 of 2

NW 1/4 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  
 RECLAMATION DISTRICT

EXHIBIT "A" PARCEL DG-30T  
 DELGANY INTERCEPTOR SEC.4

**COVENANT AND PERMIT**

THIS COVENANT AND PERMIT, made and executed this 7th day of January, 1996, <sup>1897</sup> by the City and County of Denver, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado, hereinafter referred to as the "CITY," and granted to Naiman Denver Property LLC, owner of commercial properties commonly known and addressed as 2800 Arkins Court, also known as 699 Denargo Market, and 3200 Denargo Street, hereinafter referred to as the "PERMITTEE":

**WITNESSETH**

WHEREAS, the PERMITTEE is the owner of the following described real property situated in the City and County of Denver, State of Colorado, to wit:

See attached Exhibit A

Said parcel of land is commonly known and addressed as 2800 Arkins Court or 699 Denargo Market, Denver, Colorado 80216, hereinafter referred to as "2800 Arkins Court"; and

WHEREAS, the PERMITTEE is also the owner of the following described real property situated in the City and County of Denver, State of Colorado, to wit:

See attached Exhibit B

Said parcel of land is commonly known and addressed as 3200 Denargo Street, Denver, Colorado 80216, hereinafter referred to as "3200 Denargo Street"; and

WHEREAS, the City and County of Denver has the right to the continued use and the right to construct, operate, maintain, repair, and replace a sewer line in the public streets, alleys and in easements adjacent to the above described parcel of land, and to control and permit any connections, extensions, or alterations to the storm and sanitary sewer systems of the City and County of Denver, and;

WHEREAS, the Metro Wastewater Reclamation District owns and presently maintains and operates a twelve-inch sanitary sewer line located in Denargo Street adjacent to the property addressed as 3200 Denargo Street; and

WHEREAS, the PERMITTEE has requested permission from the City and County of Denver to make an extended sanitary sewer connection serving the existing building addressed as 2800 Arkins Court across the parcel of land addressed as 3200 Denargo Street; and

WHEREAS, the CITY is willing to permit such an extended sanitary building sewer connection, upon condition that the PERMITTEE make, execute, and record this COVENANT AND PERMIT in the City and County of Denver;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and in consideration of granting by the CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION of a

41

permit to construct an extended sanitary building sewer serving the building and appurtenant structures located on the above described real estate, the parties hereto mutually agree as follows:

1. That the real property covered by this COVENANT AND PERMIT is as above described.
2. That the PERMITTEE will construct, own, and maintain the said private sanitary building sewers and sewer lines serving the above described property to the point of connection with the publicly owned and maintained sanitary sewer line.
3. It is mutually agreed to by the parties hereto that this permit shall only apply to the structures existing on the above described property on the date of execution, and shall not be construed as permission to add any additional structures or improvements without first obtaining a permit from the City and County of Denver, Department of Public Works, Wastewater Management Division and, if applicable, the Denver Public Works Building Inspection Division.
4. The City and County of Denver assumes no responsibility for this conditional extended sanitary sewer connection or connections, and the ownership, maintenance and repair of this private sanitary sewer connection or connections shall be the responsibility of the PERMITTEE, its heirs, successors, and assigns. All extensions, disconnections, modifications, repairs, replacements, and connections to the City sanitary sewer main, if permitted by the Wastewater Management Division, will be done at the expense of the PERMITTEE OR ITS SUCCESSORS.
5. It is mutually agreed to by the parties hereto that the PERMITTEE, its heirs, successors, and assigns, will not sell, transfer, or convey the above described real property without retaining an easement for the operation and maintenance of said private sanitary building sewers and sewer line across 3200 Denargo Street for the benefit of 2800 Arkins Court, and further, it is mutually agreed by the parties hereto that all the covenants and agreements herein contained shall inure and extend to and be obligatory upon the heirs, successors, and assigns of the respective parties hereto, and shall run with the land to the fullest extent permitted by law.
6. It is further mutually agreed that in the event said sewer line is abandoned, removed or otherwise no longer benefits 2800 Arkins Court and the fact of such abandonment, removal or lack of benefit is confirmed in writing by the Wastewater Management Division of the Public Works Department of the City and County of Denver, or its successor, then this COVENANT AND PERMIT shall be vacated upon written request of the owner of the real property described in Exhibit B, attached, its heirs, successors or assigns. The vacating of such COVENANT AND PERMIT shall be accomplished by the execution and recording of an agreement executed by the CITY and the owner of the property described in Exhibit B, its heirs, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this covenant and permit to be executed as of the day and year first above written.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
WASTEWATER MANAGEMENT DIVISION

By *Nick Skafalides*  
Nick Skafalides, P.E.  
DEPUTY MANAGER OF PUBLIC WORKS FOR WASTEWATER

APPROVED AS TO FORM:

By *Steven Coon*  
Steven Coon  
ASSISTANT CITY ATTORNEY

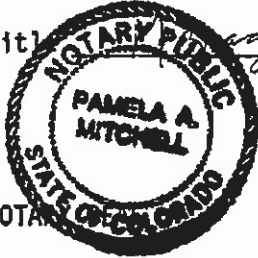
OWNER'S ACCEPTANCE:

I accept the foregoing authority on the basis of the conditions herein set forth.

By *Emma Naiman*  
*Emma Naiman Attorney in fact*  
Naiman Denver Property LLC

ATTEST: *Hal Naiman*

Title: *Manager*



The foregoing instrument was acknowledged before me this 7th day of January, A.D., 1996, by Cynthia J. Chapman as attorney in fact for Emma Naiman & mgr of Naiman Denver Property LLC, owner of 2800 Arkins Court and 3200 Danargo Street, Denver, Colorado 80216.

*Pamela A Mitchell*  
NOTARY PUBLIC

my commission expires 12-26-99

910 16th St., #408, Denver, CO 80202  
address

A parcel of land situated in the West Half (1/2) of Section 27, Township 3 South, Range 6R West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, bounded and described as follows:

Commencing at the corner of said Section 27; thence along the east-west centerline of said Section 27, North  $0^{\circ} 49' 31''$  West a distance of 619.75 feet to the TRUE POINT (BY BEGINNING) said point also being on the west line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Growers Public Market Association by Warranty Deed dated December 29, 1946, recorded in Book 953 at Page 351, City and County of Denver Records; thence along the east line of said deeded parcel and the northerly prolongation thereof, South, a distance of 75.70 feet to a point on the north line of that certain parcel of land heretofore conveyed to Union Pacific Railroad Company to Tony Amato, et al., by Warranty Deed dated July 17, 1949, recorded in Book 419 at Page 584, City and County of Denver Records; thence along the north line of said deeded parcel, West a distance of 20.00 feet to the northwest corner of said deeded parcel; thence along the west line of said deeded parcel, South a distance of 144.63 feet; thence West, a distance of 119.93 feet to a point 144.63 feet westerly measured at right angles, from the east line of Denango Street as established by Ordinance No. 163 of the Series of 1949, City and County of Denver and recorded in Book 5340 at Page 153, City and County of Denver Records; thence along a line parallel with the east right-of-way line, North, a distance of 431.54 feet, more or less, to a point on the South line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Royal Chemical Company by Warranty Deed dated March 26, 1964, recorded in Book 9979 at Pages 74 and 75, City and County of Denver Records, said point also being 6.5 feet distant westerly measured at right angles, from the centerline of spur track V-204 of the Union Pacific Railroad Company; thence East along the south line of said parcel of land conveyed to Royal Chemical Company by Deed dated March 26, 1964, which is a straight line drawn at right angles to said east line of Denango Street, a distance of 5.72 feet to the southeast corner of said deeded parcel of land; thence along an easterly line of said deeded parcel North  $4^{\circ} 02' 26''$  East, a distance of 44.11 feet; thence continuing along an easterly line of said deeded parcel, North, a distance of 156.0 feet to the northern corner of said deeded parcel; thence along the Northerly line of said deeded parcel, West, a distance of 33.90 feet, more or less, to the Southeast corner of that certain parcel of land heretofore conveyed by Union Pacific Land Resources Corporation to Hintermeister & Butler Northwest Lumber Company by Warranty Deed dated December 19, 1974, Union Pacific Land Resources Corporation, L.S. D.A. 1139; thence along the Easterly line of said deeded parcel and its Northerly prolongation North, a distance of 767.03 feet, more or less, to a point on the Southeastern right-of-way line of Ardis Court; thence along said Southeastern right-of-way line, North  $70^{\circ} 30' 41''$  East, a distance of 467.80 feet, more or less; thence South, a distance of 147.83 feet, more or less, to the Northeast corner of said parcel of land conveyed to Growers Public Market Association; thence along the North line of said deeded parcel, West, a distance of 356.0 feet to the Northwest corner of said deeded parcel; thence along the West line of said deeded parcel, South, a distance of 177.37 feet, more or less, to the TRUE POINT OF BEGINNING.

EXHIBIT A  
SHEET 1 OF 1

A parcel of land situated in the West Half (W 1/2) 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 along the east-west centerline of said Section 27, North 89° 59' 51" West a distance of 619.75 feet to a point on the west line of the certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Growers Public Market Association by Warranty Deed dated December 29, 1949, recorded in Book 953 at Page 351, City and County of Denver Records; thence along the west line of said deeded parcel and the southerly prolongation thereof, South, a distance of 75.70 feet to a point on the north line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Tony Amato, et.al., by Warranty Deed dated July 17, 1946, recorded in Book 419 at page 580, City and County of Denver Records; thence along the north line of said deeded parcel, West, a distance of 20.0 feet to the northwest corner of said deeded parcel; thence along the west line of said deeded parcel, South a distance of 148.63 feet; thence West, a distance of 119.93 feet to a point 144.07 feet easterly measured at right angles, from the east line of Denargo Street as established by Ordinance No. 163 of the Series of 1949, City and County of Denver and as recorded in Book 5340 at Page 155, City and County of Denver Records, said point being the TRUE POINT OF BEGINNING, said point also being the southwesterly corner of the first described parcel of land heretofore conveyed by Union Pacific Railroad Company to Union Pacific Land Resources Corporation by Quitclaim Deed dated April 1, 1971, recorded December 22, 1975, in Book 1171 at pages 620 through 623, City and County of Denver Records; thence along a line parallel with said east line of said deeded parcel, North, a distance of 431.54 feet, more or less, to a point in the south line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to Royal Chemical Company by Warranty Deed dated March 26, 1964, recorded in Book 9973 at Page 74 and 75, City and County of Denver Records; thence along the south line of said parcel of land conveyed to Royal Chemical Company by Deed dated March 26, 1964, West, a distance of 144.07 feet to the east line of Denargo Street; thence along said east line, South, a distance of 431.54 feet; thence, East, a distance of 144.07 feet to the TRUE POINT OF BEGINNING. Containing an area of 62,172 square feet, more or less, (1.427 acres, more or less).

EXHIBIT B  
SHEET 1 OF 1



RETURN TO

WASTEWATER MANAGEMENT DIVISION

**Mark David Carapella, P.E.**  
Right-Of-Way Engineer

2000 W. 3rd Avenue  
Denver, CO 80223  
Phone: (303) 446-3579  
FAX: (303) 446-3589

Recycle Here

**CORRECTION EASEMENT:**

*This easement is to correct language from "exclusive" to "non-exclusive" easement as found and recorded at Reception #2008096449*

CITY & COUNTY OF DENVER  
ASSET MANAGEMENT  
201 W. COLFAX AVE DEPT ~~1112~~  
DENVER, CO 80202

#904

**PERMANENT EASEMENT**

THIS PERMANENT EASEMENT, made this 28<sup>TH</sup> day of OCTOBER 2008 between Denargo Market L.P., a Delaware limited partnership, by Cypress Denargo GP, LLC, its general partner, whose legal address is 301 Congress Avenue, Suite #500, Austin, Texas 78701, ("Grantor") and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

**WITNESSETH:**

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to the Grantee, its successors and assigns, a non-exclusive and perpetual right to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for storm water and sewage and other uses, including related underground and surface facilities and appurtenances thereto ("Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Property"):

*See Exhibit(s) A*

*Attached and incorporated by this reference*

To have and hold such permanent easement unto the Grantee and unto its successors and assigns forever.

The Grantor warrants and covenants with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property and there are no other known interests in the Property that could impair the rights granted by this easement. Grantor further covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed or permitted upon the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor's expense. In the event Grantee repairs, reconstructs, maintains or services the Improvements, the Grantor shall

**Denargo Market**

**Project No. 2006-0274-007**

**File No. 1157.50-SE**



City & County Of Denver

EAS

RO.00

DO.00

Asset Mgmt. #: 06 072

Asset Management Date: 10-28-08  
APPROVED [Signature]

Project Description: Water San Line  
Denargo Market

53

promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this easement.

The Grantor grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing Improvements.

Grantor releases the Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. The Grantee, to the extent practicable, agrees to restore landscaping on the Property to a condition similar to what it was prior to the Grantee's activities, except as necessarily modified to accommodate the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

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

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

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

***Upon conveyance of the underlying fee interest in the Property to the City & County of Denver, this easement shall terminate without the need for any additional action by either party.***

**Denargo Market**

**Project No. 2006-0274-007**

**File No. 1157.50-SE**

**"GRANTOR"**

Signed and delivered this 7th day of July, 2008.

GRANTOR: **Denargo Market L.P.**, a Delaware limited partnership, by **Cypress Denargo GP, LLC**, its general partner

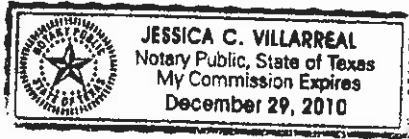
By: [Signature]  
Printed Name: M. Timothy Clark  
Title: President

STATE OF TEXAS )  
 ) ss.  
COUNTY OF Travis )

The foregoing instrument was acknowledged before me this 7th day of July, 2008, by M. Timothy Clark as President of Cypress Denargo GP, LLC.

My commission expires: 12/29, 2010

WITNESS my hand and official seal. [Signature]  
Notary Public





**EXHIBIT A  
LEGAL DESCRIPTION**

A TEMPORARY SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING NORTH 00°01'41" WEST.

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE SOUTH 07°04'26" WEST, A DISTANCE OF 703.02 FEET TO A POINT ON THE SOUTH LINE OF THAT PERMANENT EASEMENT DESCRIBED AS PARCEL DG-30 UNDER RECEPTION NO. 2000141054 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 29°59'06" WEST, A DISTANCE OF 279.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 179.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°53'06" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°35'53" AN ARC LENGTH OF 42.60 FEET;

THENCE NORTH 29°59'06" EAST, A DISTANCE OF 232.34 FEET TO A POINT ON SAID SOUTH LINE;

THENCE NORTH 89°58'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 34.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.176 ACRES, (7,646 SQUARE FEET), MORE OR LESS.

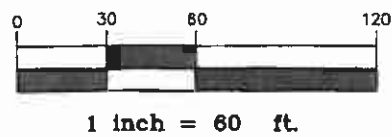
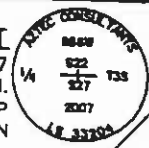
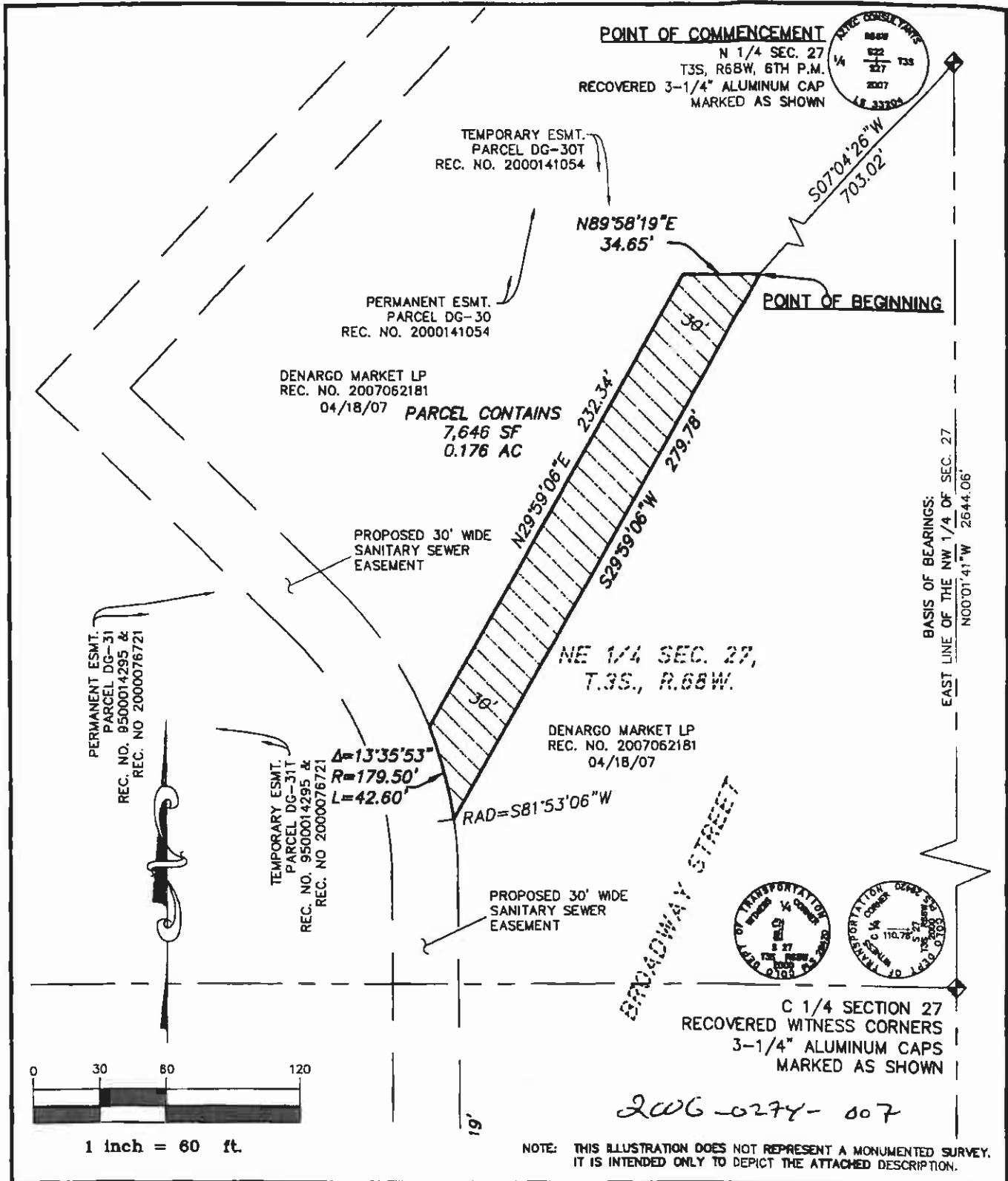
EXHIBIT ATTACHED AND MADE A PART HEREOF.

DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



2006-0274-007

# ILLUSTRATION TO EXHIBIT A



PATH: \23706-04\DWG\EASEMENTS\2ND  
 DWG NAME: 23706-SS-DENARGO-ESMT  
 DRAWN: DCR CHECKED: DCR  
 DATE: 07/10/2008  
 SCALE: 1" = 60'

**AzTec CONSULTANTS, Inc.**  
 A LAND SURVEYING COMPANY  
 300 East Mineral Avenue, Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1990 Fax: (303)713-1997

**SANITARY SEWER EASEMENT**  
 NW 1/4 SEC. 27, T3S, R66W, 6TH P.M.  
 CITY & COUNTY OF DENVER, STATE OF COLORADO  
 JOB NUMBER 23706-04  
 2 OF 2 SHEETS

904

PERMANENT EASEMENT

THIS PERMANENT EASEMENT, made this 7th day of July, 2008 between Denargo Market L.P., a Delaware limited partnership, by Cypress Denargo GP, LLC, its general partner, whose legal address is 301 Congress Avenue, Suite #500, Austin, Texas 78701, ("Grantor") and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this day bargained and sold and by these presents does hereby bargain and sell and transfer and convey to the Grantee, its successors and assigns, an exclusive and perpetual right to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for storm water and sewage and other uses, including related underground and surface facilities and appurtenances thereto ("Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Property"):

*See Exhibit(s) A  
Attached and incorporated by this reference*

To have and hold such permanent easement unto the Grantee and unto its successors and assigns forever.

The Grantor warrants and covenants with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this permanent easement in the Property and there are no other known interests in the Property that could impair the rights granted by this easement. Grantor further covenants and agrees that no building, structure, wall, fence, tree, irrigation system, utility installation or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed or permitted upon the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth and other obstructions on or adjacent to the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and reconstruction of **CERTIFICATION**

Grantor agrees that in the event the terms of this easement are violated, the violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation. In the event Grantee repairs, reconstructs, maintains or services the Property, the Grantor shall

**CERTIFICATION**  
The Clerk and Recorder for the CITY AND COUNTY OF DENVER State of Colorado does hereby certify this document to be a full, true and correct copy of the original In the event Grantee repairs, reconstructs, maintains or services the Property, the Grantor shall



Clerk and Recorder  
by Dudley Swalberg  
Deputy County Clerk  
Date July 14, 2008

Denargo Market Project No. 2006-0274-007 File No. 1157.50-SE

C - 050  
Asset Mgmt. #:  
Approved  
Date: 7-10-08  
Description: DENARGO MARKET PERMANENT EASEMENT



promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this easement.

The Grantor grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of locating, constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating and reconstructing Improvements.

Grantor releases the Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. The Grantee, to the extent practicable, agrees to restore landscaping on the Property to a condition similar to what it was prior to the Grantee's activities, except as necessarily modified to accommodate the Improvements. All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

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

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

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

***Upon conveyance of the underlying fee interest in the Property to the City & County of Denver, this easement shall terminate without the need for any additional action by either party.***

**"GRANTOR"**

Signed and delivered this 7th day of July, 2008.

GRANTOR: **Denargo Market L.P.**, a Delaware limited partnership, by **Cypress Denargo GP, LLC**, its general partner.

By: [Signature]  
Printed Name: M. Timothy Clark  
Title: President

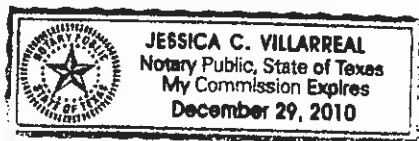
STATE OF TEXAS )

COUNTY OF Travis ) ss.

The foregoing instrument was acknowledged before me this 7th day of July, 2008, by M. Timothy Clark as President of Cypress Denargo GP, LLC.

My commission expires: 12/29, 2010

WITNESS my hand and official seal. [Signature]  
Notary Public





**EXHIBIT A  
LEGAL DESCRIPTION**

A TEMPORARY SANITARY SEWER EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING NORTH 00°01'41" WEST.

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE SOUTH 07°04'26" WEST, A DISTANCE OF 703.02 FEET TO A POINT ON THE SOUTH LINE OF THAT PERMANENT EASEMENT DESCRIBED AS PARCEL DG-30 UNDER RECEPTION NO. 2000141054 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 29°59'06" WEST, A DISTANCE OF 279.78 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 179.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°53'06" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°35'53" AN ARC LENGTH OF 42.60 FEET;

THENCE NORTH 29°59'06" EAST, A DISTANCE OF 232.34 FEET TO A POINT ON SAID SOUTH LINE;

THENCE NORTH 89°58'19" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 34.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.176 ACRES, (7,646 SQUARE FEET), MORE OR LESS.

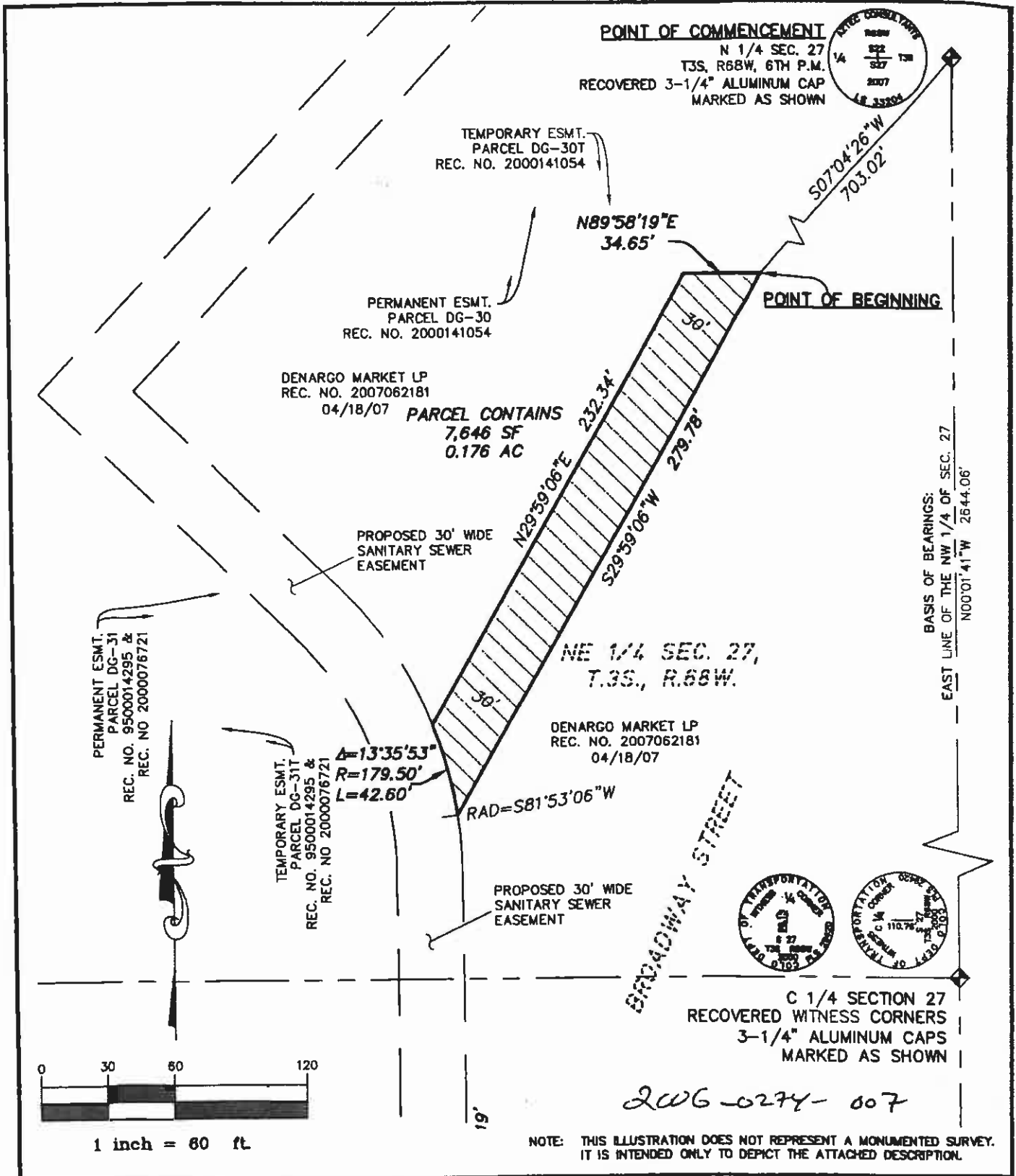
EXHIBIT ATTACHED AND MADE A PART HEREOF.

DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.



2006.0274-007

# ILLUSTRATION TO EXHIBIT A



PATH: \23706-04\DWG\EASEMENTS\2ND  
 DWG NAME: 102-SS-DELAGNY-ESMT  
 DRAWN: DCR CHECKED: DCR  
 DATE: 07/10/2008  
 SCALE: 1" = 60'

**AzTEC CONSULTANTS, Inc.**  
 A LAND SURVEYING COMPANY  
 300 East Mineral Avenue, Suite 1  
 Littleton, Colorado 80122  
 Phone: 303.770-9990 Fax: 303.770-9977

**SANITARY SEWER EASEMENT**  
 NW 1/4 SEC. 27, T3S, R66W, 6TH P.M.  
 CITY & COUNTY OF DENVER, STATE OF COLORADO  
 JOB NUMBER 23706-04  
 2 OF 2 SHEETS

**COVENANT AND PERMIT  
(DES PROJECT NO. 2006-0274)**

THIS COVENANT AND PERMIT is made and executed this 22<sup>nd</sup> day of September, 2008, by the City and County of Denver, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado, hereafter referred to as the "CITY," and granted to DENARGO MARKET L.P., a Delaware limited partnership, whose address is 301 Congress Avenue, Suite 500, Austin, Texas 78701, hereafter referred to as the "PERMITTEE" and "ORIGINAL OWNER".

WITNESSETH:

WHEREAS, the PERMITTEE is the owner of the following described real property (the "PROPERTY"), situated in the City and County of Denver, State of Colorado, attached hereto as Exhibit A; and

WHEREAS, the CITY has the right to control and permit any connections, extensions or alterations to the storm sewer systems of the CITY; and

WHEREAS, the PERMITTEE has requested permission from the CITY to provide an Interim detention/water quality pond (the "INTERIM POND") serving the PROPERTY and Improvements thereon, to be located as described in the "Denargo Market Redevelopment Filing No. 1 Final Drainage Report" (the "DRAINAGE STUDY") and related construction documents "Denargo Market Filing No. 1 Storm Sewer Improvements", Project No. SP-2006-0086 (Master No. 2006-0274), as approved by the Wastewater Management Division, the legal description of the INTERIM POND being set forth on Exhibit B, attached hereto and made a part hereof, with the INTERIM POND being further graphically depicted on Exhibit B, also attached and made a part hereof; and

WHEREAS, the CITY is willing to permit construction of the INTERIM POND and appurtenances thereto to serve the PROPERTY upon condition that the PERMITTEE make and execute this COVENANT AND PERMIT; and

WHEREAS, the CITY will cause this COVENANT AND PERMIT to be recorded.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereafter set forth, and in consideration of granting by the City and County of Denver, Department of Public Works, Wastewater Management Division, of a permit to construct the INTERIM POND serving the PROPERTY and appurtenant structures located or to be located on the PROPERTY, the parties hereto mutually agree to the following:

1. The PROPERTY and the INTERIM POND, herein described, are covered by the COVENANT AND PERMIT.
2. The PERMITTEE will construct the INTERIM POND according to the Approved Plans "Denargo Market Filing No. 1 Storm Sewer Improvements", Project No. SP-2006-0086 (Master No. 2006-0274). Upon final certification entered by PERMITTEE'S engineer in the records of the CITY, attesting to the "as built" INTERIM POND as fully complying with the Approved Plans, the INTERIM POND shall remain in operable condition at all times to serve the drainage, water quality and amenity purposes for which they were designed and built.

Return to: Kim Wallett  
PW/Eng-DES (Survey)  
201 W. Colfax Ave.  
Dept 507  
Denver, CO 80202

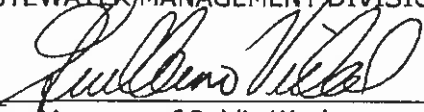
3. It is mutually agreed to by the parties hereto that this permit shall only apply to the facilities permitted and approved for construction on the PROPERTY on the date of execution, and shall not be construed as permission to add any additional drainage or detention facilities or Improvements without first obtaining a permit from the City and County of Denver, Department of Public Works, Wastewater Management Division, and if applicable, the Denver Building Inspection Division.
4. The CITY assumes no responsibility for the INTERIM POND, and the ownership, maintenance and repair of the INTERIM POND shall be the responsibility of the PERMITEE, its heirs, successors, and assigns. All extensions, modifications, repairs, and replacements, if permitted hereby or, where required by the Wastewater Management Division, will be done at the expense of the PERMITEE, its heirs, successors, and assigns.
5. The term "Owner" as used herein shall be deemed to include the ORIGINAL OWNER and the heirs, successors, and assigns of the ORIGINAL OWNER. All duties and liabilities of the Owner hereunder shall be joint and several as among Owner, its heirs, successors, and assigns; provided that if an occurrence giving rise to claim hereunder is proven to be proximately caused by a defined action or omission by the Owner, its agents, servants or employees which occurred during a specified period of time, only the Owners holding fee title to the PROPERTY or any portion thereof during the specific period of time shall be jointly and severally liable hereunder.
6. If, in the sole determination of the CITY, the INTERIM POND is not properly maintained or is closed, blocked, vacated, or inhibited in its operation, the CITY shall give notice to the Owner and if repairs or corrections are not made within the time reasonably designated in such notice, the CITY is authorized to, and may make or have repairs or corrections made and will charge and collect the cost thereof from the Owner. The Owner shall in no way consider or hold the CITY or its personnel guilty of trespass in the performance of any municipal services, duties or responsibilities referred to herein. The Owner shall neither (a) alter the PROPERTY or (b) close, block, vacate the roadways or streets in the PROPERTY so that as a result of (a) or (b) the provision of the above stated services to the PROPERTY is rendered impossible or materially impaired. While the CITY assumes no obligation for the maintenance or operation of the INTERIM POND, in the event of a malfunction or failure on the part of the Owner to correct same in reasonable time, the Owner authorizes the CITY to make or have made the correction or repair and to charge and collect the cost thereof from the Owner.
7. The Owner agrees to: defend, indemnify, and save harmless the CITY, its officers, agents and employees against any and all claims, liabilities, actions, causes of action, or legal or equitable proceedings for damage to property or injuries to or death of any person or persons which result from CITY operations in relation to the INTERIM POND, provided, however that the Owner need not indemnify or save harmless the CITY, its officers, and employees from damages as aforesaid proximately resulting from the negligence of the CITY'S officers, agents, and employees.

8. The covenants and duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, and assigns, and shall be considered a covenant running with the land to the fullest extent permitted by Law. The Owner agrees that upon sale of any portion of the PROPERTY a copy of this COVENANT AND PERMIT will be given to the purchaser.
9. This COVENANT AND PERMIT may be terminated by a written agreement signed by the PERMITEE and the Manager of Public Works.

IN WITNESS WHEREOF, the parties hereto have caused this COVENANT AND PERMIT to be executed as of the day and year first above written.

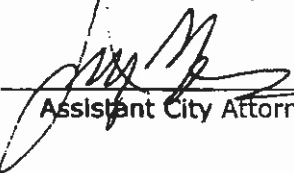
CITY:

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
WASTEWATER MANAGEMENT DIVISION

By:   
\_\_\_\_\_  
Manager of Public Works

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the City and County of Denver

By:   
\_\_\_\_\_  
Assistant City Attorney

PERMITEE AND ORIGINAL OWNER'S ACCEPTANCE:

I/We hereby accept the foregoing authority on the basis of the conditions herein set forth.

DENARGO MARKET L.P., a Delaware limited partnership

By: Cypress Denargo GP, LLC, a Delaware limited liability company, its General Partner

By:   
\_\_\_\_\_  
M. Timothy Clark, President



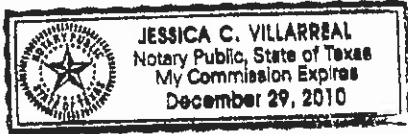
STATE OF TEXAS)  
CITY OF AUSTIN) SS  
COUNTY OF TRAVIS)

The foregoing Instrument was acknowledged before me this 26<sup>th</sup> day of August,  
2008, by M. Timothy Clark, President of Cypress Denargo GP, LLC, a Delaware limited  
liability company, General Partner of Denargo Market, L.P., a Delaware limited partnership,  
as the "PERMITTEE" and "ORIGINAL OWNER".

Witness my hand and official seal.

My commission expires: 12/29/2010.

  
Notary Public



301 congress Ave Ste 500 Austin TX 78701  
Address

**EXHIBIT A  
LEGAL DESCRIPTION  
DENARGO FILING NO. 1**

A PARCEL OF LAND BEING A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING NORTH 00°01'41" WEST.

**COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 27;**

THENCE NORTH 14°47'34" EAST, A DISTANCE OF 915.80 FEET TO THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. TK-236-B-2 AND RECORDED UNDER RECEPTION NO. 9700003525 ON JANUARY 09, 1997 IN THE RECORDS OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 29TH STREET AS RECORDED IN BOOK 5348 AT PAGE 374 IN SAID RECORDS ON OCTOBER 02, 1939 AND DEDICATED BY ORDINANCE NO. 281 OF SERIES 2001 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. TK-236-B-2, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 42°59'24" WEST, A DISTANCE OF 74.29 FEET.
2. SOUTH 43°02'22" WEST, A DISTANCE OF 105.83 FEET TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 306 AND RECORDED UNDER RECEPTION NO. 9900173959 ON OCTOBER 05, 1999 IN SAID RECORDS AND DEDICATED AS "BROADWAY STREET" BY ORDINANCE NO. 280 OF SERIES 2001.

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. 306, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 44°48'34" WEST, A DISTANCE OF 98.15 FEET TO THE BEGINNING OF A CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 890.65 FEET, A CENTRAL ANGLE OF 00°52'34" AND AN ARC LENGTH OF 13.62 FEET TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 236-REV AND RECORDED UNDER RECEPTION NO. 9700003525 IN SAID RECORDS AND DEDICATED AS "BROADWAY STREET" BY SAID ORDINANCE NO. 280 OF SERIES 2001;

THENCE ALONG THE NORTHWESTERLY AND THE NORTHEASTERLY BOUNDARY OF SAID PARCEL NO. 236-REV, THE FOLLOWING TWO (2) COURSES;

1. NORTH 46°38'00" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.
2. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 46°04'38" EAST, HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 11°09'44" AND AN ARC LENGTH OF 175.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 203 AND RECORDED UNDER RECEPTION NO. 9800181458 ON OCTOBER 30, 1998 IN SAID RECORDS AND DEDICATED AS RIGHT-OF-WAY BY ORDINANCE NO. 280 OF SERIES 2001.

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL NO. 203 AND ALONG THE CONTINUATION OF THE AFOREMENTIONED CURVE TO THE LEFT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 41°40'56" AND AN ARC LENGTH OF 655.22 FEET;

THENCE SOUTH 08°56'08" EAST, A DISTANCE OF 56.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, ALSO BEING A POINT ON THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 AS DESCRIBED AND RECORDED UNDER RECEPTION NO. 2002137766 ON AUGUST 07, 2002 IN SAID RECORDS;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 44°48'59" WEST, HAVING A RADIUS OF 2940.87 FEET, A CENTRAL ANGLE OF 02°42'39" AND AN ARC LENGTH OF 139.15 FEET.
2. SOUTH 48°04'18" WEST, A DISTANCE OF 37.51 FEET.

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY, NORTH 00°01'41" WEST, A DISTANCE OF 195.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 20°58'00" WEST, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 20°56'19" AND AN ARC LENGTH OF 71.26 FEET;

THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 13.00 FEET TO THE NORTH BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2002137766 IN SAID RECORDS ON AUGUST 07, 2002;

THENCE ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID PARCEL OF LAND, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 89°58'19" WEST, A DISTANCE OF 222.17 FEET.
2. SOUTH 00°01'41" EAST, A DISTANCE OF 148.63 FEET.
3. SOUTH 00°01'24" EAST, A DISTANCE OF 54.90 FEET.
4. NORTH 89°58'19" EAST, A DISTANCE OF 185.99 FEET.

THENCE DEPARTING SAID BOUNDARY AND CONTINUING NORTH 89°58'19" EAST, A DISTANCE OF 31.57 FEET;

THENCE SOUTH 50°40'14" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL OF LAND AND THE BEGINNING OF A NON-TANGENT CURVE;

THENCE WESTERLY ALONG SAID SOUTH BOUNDARY AND ALONG THE SOUTH BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 9500028258 ON MARCH 13, 1995 IN SAID RECORDS AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 35°34'20" WEST, HAVING A RADIUS OF 564.03 FEET, A CENTRAL ANGLE OF 54°37'28" AND AN ARC LENGTH OF 537.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 9500069687 ON JUNE 15, 1995 IN SAID RECORDS, AND ALSO BEING A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF DENARGO STREET AS RECORDED IN BOOK 5340 AT PAGE 155 ON SEPTEMBER 11, 1939 IN SAID RECORDS AND DEDICATED BY ORDINANCE NO. 278 OF SERIES 2001;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RECEPTION NO. 9500069687 AND ALONG THE CONTINUATION OF THE AFOREMENTIONED CURVE TO THE RIGHT, HAVING A RADIUS OF 564.03 FEET, A CENTRAL ANGLE OF 32°38'52" AND AN ARC LENGTH OF 321.39 FEET;

THENCE NORTH 41°46'12" WEST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RECEPTION NO. 9500069687, A DISTANCE OF 85.63 FEET TO THE MOST WESTERLY CORNER OF SAID RECEPTION NO. 9500069687;

THENCE NORTH 89°58'19" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID RECEPTION NO. 9500069687, A DISTANCE OF 150.21 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2003011068 ON JANUARY 17, 2003 IN SAID RECORDS;

THENCE SOUTH 51°59'48" EAST, ALONG SAID NORTHERLY BOUNDARY OF RECEPTION NO. 9500069687 AND SAID SOUTHWESTERLY BOUNDARY OF RECEPTION NO. 2003011068, A DISTANCE OF 108.21 FEET TO THE SOUTHWEST CORNER OF SAID DENARGO STREET RIGHT-OF-WAY AS DEDICATED BY ORDINANCE NO. 278 OF SERIES 2001;

THENCE SOUTH 71°33'46" EAST, A DISTANCE OF 84.34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID DENARGO STREET;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET, NORTH 00°01'41" WEST, A DISTANCE OF 431.54 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2003061904 ON APRIL 02, 2003 IN SAID RECORDS;

THENCE ALONG THE SOUTH BOUNDARY AND THE EASTERLY EXTENSION THEREOF OF SAID PARCEL OF LAND, NORTH 89°58'19" EAST, A DISTANCE OF 152.90 FEET;

THENCE ALONG THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY AND ALONG SAID WEST BOUNDARY OF SAID PARCEL OF LAND, NORTH 00°01'41" WEST, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;

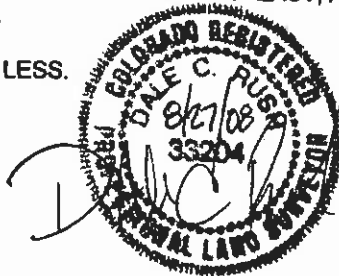
THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SOUTH 89°58'19" WEST, A DISTANCE OF 152.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET.

THENCE NORTH 00°01'41" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET, A DISTANCE OF 726.54 TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT AS RECORDED IN BOOK 5309 AT PAGE 272 IN SAID RECORDS ON JUNE 08, 1939 AND DEDICATED BY ORDINANCE NO. 284 OF SERIES 2001;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT, NORTH 70°49'48" EAST, A DISTANCE OF 683.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 29<sup>TH</sup> STREET;

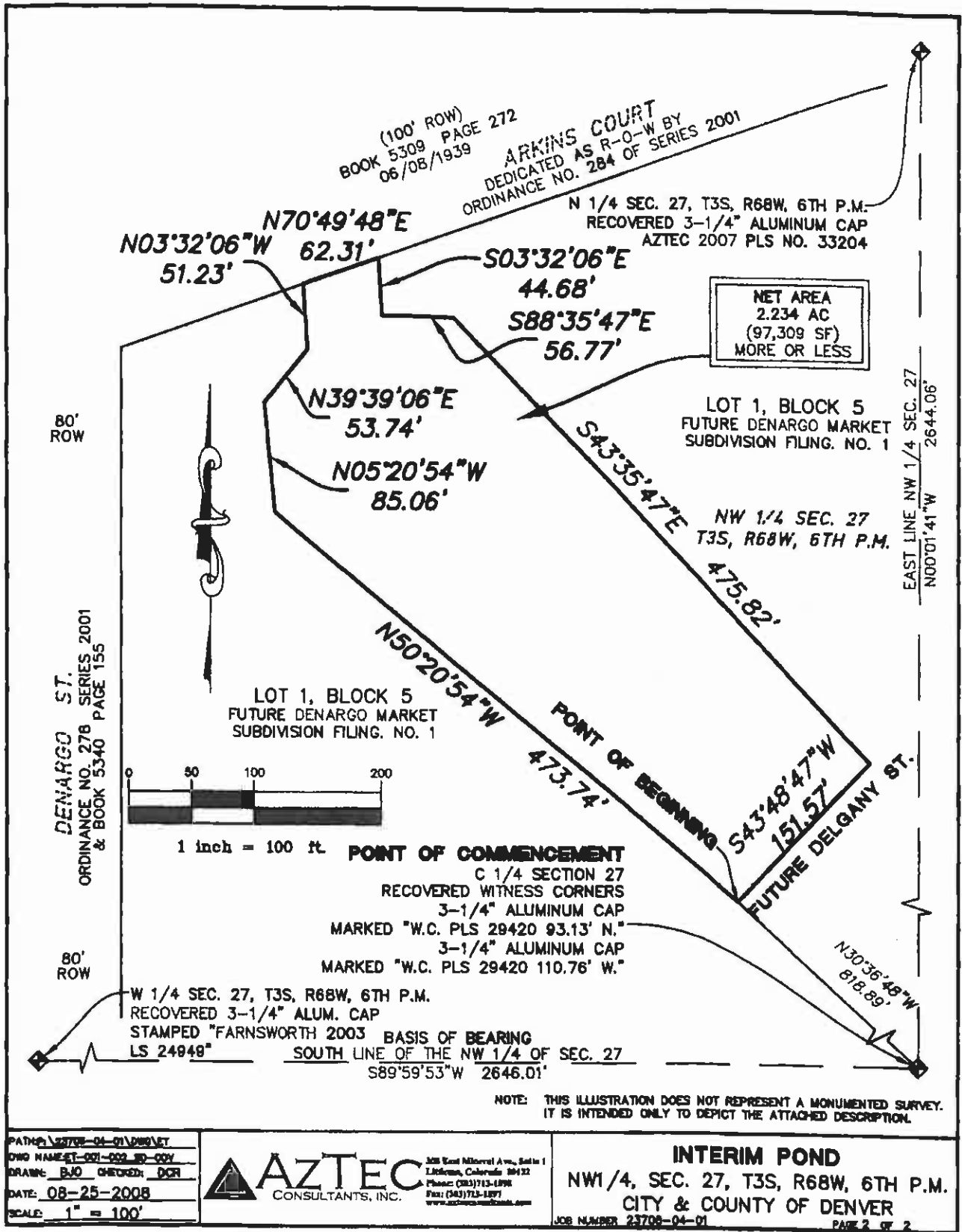
THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 48°11'13" EAST, A DISTANCE OF 682.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.790 ACRES (1,254,081 SQ. FT.), MORE OR LESS.



DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

# EXHIBIT B



PATH: \MTR-04-01\DWG\ET  
 DWG NAME: ET-001-002 3D-COV  
 DRAWN: BJO CHECKED: DCR  
 DATE: 08-25-2008  
 SCALE: 1" = 100'

**AZTEC**  
 CONSULTANTS, INC.

308 East Mineral Ave., Suite 1  
 Littleton, Colorado 80122  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**INTERIM POND**  
 NW 1/4, SEC. 27, T3S, R68W, 6TH P.M.  
 CITY & COUNTY OF DENVER  
 JOB NUMBER 23708-04-01 PAGE 2 OF 2

**EXHIBIT B  
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING SOUTH 89°59'53" WEST.

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 30°36'48" WEST, A DISTANCE OF 818.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 50°20'54" WEST, A DISTANCE OF 473.74 FEET;

THENCE NORTH 05°20'54" WEST, A DISTANCE OF 85.06 FEET;

THENCE NORTH 39°39'06" EAST, A DISTANCE OF 53.74 FEET;

THENCE NORTH 03°32'08" WEST, A DISTANCE OF 51.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT AS RECORDED IN BOOK 5309 AT PAGE 272 IN THE RECORDS OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE ON JUNE 08, 1939 AND DEDICATED AS RIGHT-OF-WAY BY ORDINANCE NO. 284 OF SERIES 2001;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT, NORTH 70°49'48" EAST, A DISTANCE OF 62.31 FEET;

THENCE SOUTH 03°32'06" EAST, A DISTANCE OF 44.68 FEET;

THENCE SOUTH 88°35'47" EAST, A DISTANCE OF 56.77 FEET;

THENCE SOUTH 43°35'47" EAST, A DISTANCE OF 475.82 FEET;

THENCE SOUTH 43°48'47" WEST, A DISTANCE OF 151.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.234 ACRES (97,309 SQ. FT.), MORE OR LESS.



DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
WE

**COVENANT AND PERMIT  
(DES PROJECT NO. 2006-0274)**

THIS COVENANT AND PERMIT is made and executed this 22<sup>nd</sup> day of September, 2008 by the City and County of Denver, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado, hereafter referred to as the "CITY," and granted to DENARGO MARKET L.P., a Delaware limited partnership, whose address is 301 Congress Avenue, Suite 500, Austin, Texas 78701, hereafter referred to as the "PERMITTEE" and "ORIGINAL OWNER".

WITNESSETH:

WHEREAS, the PERMITTEE is the owner of the following described real property (the "PROPERTY"), situated in the City and County of Denver, State of Colorado, attached hereto as Exhibit A; and

WHEREAS, the CITY has the right to control and permit any connections, extensions or alterations to the storm sewer systems of the CITY; and

WHEREAS, the PERMITTEE has requested permission from the CITY to provide a permanent detention/water quality pond (the "POND") serving the PROPERTY and Improvements thereon, to be located as described in the "Denargo Market Redevelopment Filing No. 1 Final Drainage Report" (the "DRAINAGE STUDY") and related construction documents "Denargo Market Filing No. 1 Storm Sewer Improvements", Project No. SP-2006-0086 (Master No. 2006-0274), as approved by the Wastewater Management Division, the legal description of the POND being set forth on Exhibit B, attached hereto and made a part hereof, with the POND being further graphically depicted on Exhibit B, also attached and made a part hereof; and

WHEREAS, the CITY is willing to permit construction of the POND and appurtenances thereto to serve the PROPERTY upon condition that the PERMITTEE make and execute this COVENANT AND PERMIT; and

WHEREAS, the CITY will cause this COVENANT AND PERMIT to be recorded.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereafter set forth, and in consideration of granting by the City and County of Denver, Department of Public Works, Wastewater Management Division, of a permit to construct the POND serving the PROPERTY and appurtenant structures located or to be located on the PROPERTY, the parties hereto mutually agree to the following:

1. The PROPERTY and the POND, herein described, are covered by the COVENANT AND PERMIT.
2. The PERMITTEE will construct the POND according to the Approved Plans "Denargo Market Filing No. 1 Storm Sewer Improvements", Project No. SP-2006-0086 (Master No. 2006-0274). Upon final certification entered by PERMITTEE'S engineer in the records of the CITY, attesting to the "as built" POND as fully complying with the Approved Plans, the POND shall remain in operable condition at all times to serve the drainage, water quality and amenity purposes for which they were designed and built.

Return to: Kim Walleff  
PW/Eng-DES (Survey)  
201 W. Colfax Ave  
Dept 507  
Denver, CO 80202

3. It is mutually agreed to by the parties hereto that this permit shall only apply to the facilities permitted and approved for construction on the PROPERTY on the date of execution, and shall not be construed as permission to add any additional drainage or detention facilities or Improvements without first obtaining a permit from the City and County of Denver, Department of Public Works, Wastewater Management Division, and if applicable, the Denver Building Inspection Division.
4. The CITY assumes no responsibility for the POND, and the ownership, maintenance and repair of the POND shall be the responsibility of the PERMITEE, its heirs, successors, and assigns. All extensions, modifications, repairs, and replacements, if permitted hereby or, where required by the Wastewater Management Division, will be done at the expense of the PERMITEE, its heirs, successors, and assigns.
5. The term "Owner" as used herein shall be deemed to include the ORIGINAL OWNER and the heirs, successors, and assigns of the ORIGINAL OWNER. All duties and liabilities of the Owner hereunder shall be joint and several as among Owner, its heirs, successors, and assigns; provided that if an occurrence giving rise to claim hereunder is proven to be proximately caused by a defined action or omission by the Owner, its agents, servants or employees which occurred during a specified period of time, only the Owners holding fee title to the PROPERTY or any portion thereof during the specific period of time shall be jointly and severally liable hereunder.
6. If, in the sole determination of the CITY, the POND is not properly maintained or is closed, blocked, vacated, or inhibited in its operation, the CITY shall give notice to the Owner and if repairs or corrections are not made within the time reasonably designated in such notice, the CITY is authorized to, and may make or have repairs or corrections made and will charge and collect the cost thereof from the Owner. The Owner shall in no way consider or hold the CITY or its personnel guilty of trespass in the performance of any municipal services, duties or responsibilities referred to herein. The Owner shall neither (a) alter the PROPERTY or (b) close, block, vacate the roadways or streets in the PROPERTY so that as a result of (a) or (b) the provision of the above stated services to the PROPERTY is rendered impossible or materially impaired. While the CITY assumes no obligation for the maintenance or operation of the POND, in the event of a malfunction or failure on the part of the Owner to correct same in reasonable time, the Owner authorizes the CITY to make or have made the correction or repair and to charge and collect the cost thereof from the Owner.
7. The Owner agrees to: defend, indemnify, and save harmless the CITY, its officers, agents and employees against any and all claims, liabilities, actions, causes of action, or legal or equitable proceedings for damage to property or injuries to or death of any person or persons which result from CITY operations in relation to the POND, provided, however that the Owner need not indemnify or save harmless the CITY, its officers, and employees from damages as aforesaid proximately resulting from the negligence of the CITY'S officers, agents, and employees.



8. The covenants and duties contained herein shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, and assigns, and shall be considered a covenant running with the land to the fullest extent permitted by Law. The Owner agrees that upon sale of any portion of the PROPERTY a copy of this COVENANT AND PERMIT will be given to the purchaser.

IN WITNESS WHEREOF, the parties hereto have caused this COVENANT AND PERMIT to be executed as of the day and year first above written.

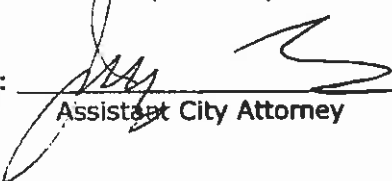
CITY:

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
WASTEWATER MANAGEMENT DIVISION

By:   
Manager of Public Works

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the City and County of Denver

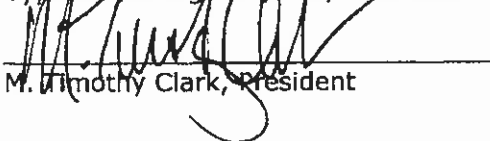
By:   
Assistant City Attorney

PERMITTEE AND ORIGINAL OWNER'S ACCEPTANCE:

I/We hereby accept the foregoing authority on the basis of the conditions herein set forth.

DENARGO MARKET L.P., a Delaware limited partnership

By: Cypress Denargo GP, LLC, a Delaware limited liability company, its General Partner

By:   
M. Timothy Clark, President

STATE OF TEXAS)  
CITY OF AUSTIN) SS  
COUNTY OF TRAVIS)

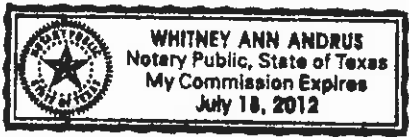
The foregoing Instrument was acknowledged before me this 27 day of August,  
2008 by M. Timothy Clark, President of Cypress Denargo GP, LLC, a Delaware limited  
liability company, General Partner of Denargo Market, L.P., a Delaware limited partnership,  
as the "PERMITTEE" and "ORIGINAL OWNER".

Witness my hand and official seal.

My commission expires: July 18, 2012.

Whitney Ann Andrus  
Notary Public

301 Congress Ave. Ste 500  
Address  
Austin, TX 78701



**EXHIBIT A  
LEGAL DESCRIPTION  
DENARGO FILING NO. 1**

A PARCEL OF LAND BEING A PORTION OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING NORTH 00°01'41" WEST.

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 27;

THENCE NORTH 14°47'34" EAST, A DISTANCE OF 915.89 FEET TO THE MOST NORTHERLY CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. TK-236-B-2 AND RECORDED UNDER RECEPTION NO. 9700003525 ON JANUARY 09, 1997 IN THE RECORDS OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 29TH STREET AS RECORDED IN BOOK 5348 AT PAGE 374 IN SAID RECORDS ON OCTOBER 02, 1939 AND DEDICATED BY ORDINANCE NO. 281 OF SERIES 2001 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. TK-236-B-2, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 42°59'24" WEST, A DISTANCE OF 74.29 FEET.
2. SOUTH 43°02'22" WEST, A DISTANCE OF 105.83 FEET TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 306 AND RECORDED UNDER RECEPTION NO. 9900173959 ON OCTOBER 05, 1999 IN SAID RECORDS AND DEDICATED AS "BROADWAY STREET" BY ORDINANCE NO. 280 OF SERIES 2001.

THENCE ALONG THE NORTHWESTERLY BOUNDARY OF SAID PARCEL NO. 306, THE FOLLOWING TWO (2) COURSES;

1. SOUTH 44°48'34" WEST, A DISTANCE OF 96.15 FEET TO THE BEGINNING OF A CURVE;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 890.65 FEET, A CENTRAL ANGLE OF 00°52'34" AND AN ARC LENGTH OF 13.62 FEET TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 236-REV AND RECORDED UNDER RECEPTION NO. 9700003525 IN SAID RECORDS AND DEDICATED AS "BROADWAY STREET" BY SAID ORDINANCE NO. 280 OF SERIES 2001;

THENCE ALONG THE NORTHWESTERLY AND THE NORTHEASTERLY BOUNDARY OF SAID PARCEL NO. 236-REV, THE FOLLOWING TWO (2) COURSES;

1. NORTH 46°38'00" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE.
2. ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 46°04'38" EAST, HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 11°09'44" AND AN ARC LENGTH OF 175.46 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 203 AND RECORDED UNDER RECEPTION NO. 9800181458 ON OCTOBER 30, 1998 IN SAID RECORDS AND DEDICATED AS RIGHT-OF-WAY BY ORDINANCE NO. 280 OF SERIES 2001.

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL NO. 203 AND ALONG THE CONTINUATION OF THE AFOREMENTIONED CURVE TO THE LEFT HAVING A RADIUS OF 900.65 FEET, A CENTRAL ANGLE OF 41°40'56" AND AN ARC LENGTH OF 655.22 FEET;

THENCE SOUTH 08°56'08" EAST, A DISTANCE OF 56.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, ALSO BEING A POINT ON THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 AS DESCRIBED AND RECORDED UNDER RECEPTION NO. 2002137766 ON AUGUST 07, 2002 IN SAID RECORDS;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 44°48'59" WEST, HAVING A RADIUS OF 2940.87 FEET, A CENTRAL ANGLE OF 02°42'39" AND AN ARC LENGTH OF 139.15 FEET.
2. SOUTH 48°04'18" WEST, A DISTANCE OF 37.51 FEET.

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY, NORTH 00°01'41" WEST, A DISTANCE OF 195.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 20°58'00" WEST, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 20°56'19" AND AN ARC LENGTH OF 71.26 FEET;

THENCE SOUTH 89°58'19" WEST, A DISTANCE OF 13.00 FEET TO THE NORTH BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2002137766 IN SAID RECORDS ON AUGUST 07, 2002;

THENCE ALONG THE NORTH, WEST AND SOUTH BOUNDARIES OF SAID PARCEL OF LAND, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 89°58'19" WEST, A DISTANCE OF 222.17 FEET.
2. SOUTH 00°01'41" EAST, A DISTANCE OF 148.63 FEET.
3. SOUTH 00°01'24" EAST, A DISTANCE OF 54.90 FEET.
4. NORTH 89°58'19" EAST, A DISTANCE OF 185.99 FEET.

THENCE DEPARTING SAID BOUNDARY AND CONTINUING NORTH 89°58'19" EAST, A DISTANCE OF 31.57 FEET;

THENCE SOUTH 50°40'14" EAST, A DISTANCE OF 39.71 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID PARCEL OF LAND AND THE BEGINNING OF A NON-TANGENT CURVE;

THENCE WESTERLY ALONG SAID SOUTH BOUNDARY AND ALONG THE SOUTH BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 9500028258 ON MARCH 13, 1995 IN SAID RECORDS AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 35°34'20" WEST, HAVING A RADIUS OF 564.03 FEET, A CENTRAL ANGLE OF 54°37'26" AND AN ARC LENGTH OF 537.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 9500069687 ON JUNE 15, 1995 IN SAID RECORDS, AND ALSO BEING A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF DENARGO STREET AS RECORDED IN BOOK 5340 AT PAGE 155 ON SEPTEMBER 11, 1939 IN SAID RECORDS AND DEDICATED BY ORDINANCE NO. 278 OF SERIES 2001;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RECEPTION NO. 9500069687 AND ALONG THE CONTINUATION OF THE AFOREMENTIONED CURVE TO THE RIGHT, HAVING A RADIUS OF 564.03 FEET, A CENTRAL ANGLE OF 32°38'52" AND AN ARC LENGTH OF 321.39 FEET;

THENCE NORTH 41°46'12" WEST, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RECEPTION NO. 9500069687, A DISTANCE OF 85.63 FEET TO THE MOST WESTERLY CORNER OF SAID RECEPTION NO. 9500069687;

THENCE NORTH 89°58'19" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID RECEPTION NO. 9500069687, A DISTANCE OF 150.21 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2003011068 ON JANUARY 17, 2003 IN SAID RECORDS;

THENCE SOUTH 51°59'48" EAST, ALONG SAID NORTHERLY BOUNDARY OF RECEPTION NO. 9500069687 AND SAID SOUTHWESTERLY BOUNDARY OF RECEPTION NO. 2003011068, A DISTANCE OF 108.21 FEET TO THE SOUTHWEST CORNER OF SAID DENARGO STREET RIGHT-OF-WAY AS DEDICATED BY ORDINANCE NO. 278 OF SERIES 2001;

THENCE SOUTH 71°33'46" EAST, A DISTANCE OF 84.34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID DENARGO STREET;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET, NORTH 00°01'41" WEST, A DISTANCE OF 431.54 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AND RECORDED UNDER RECEPTION NO. 2003061904 ON APRIL 02, 2003 IN SAID RECORDS;

THENCE ALONG THE SOUTH BOUNDARY AND THE EASTERLY EXTENSION THEREOF OF SAID PARCEL OF LAND, NORTH 89°58'19" EAST, A DISTANCE OF 152.90 FEET;

THENCE ALONG THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY AND ALONG SAID WEST BOUNDARY OF SAID PARCEL OF LAND, NORTH 00°01'41" WEST, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;

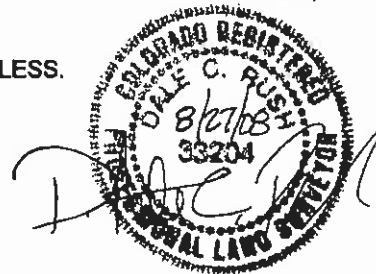
THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL OF LAND, SOUTH 89°58'19" WEST, A DISTANCE OF 152.90 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET.

THENCE NORTH 00°01'41" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF DENARGO STREET, A DISTANCE OF 726.54 TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT AS RECORDED IN BOOK 5309 AT PAGE 272 IN SAID RECORDS ON JUNE 08, 1939 AND DEDICATED BY ORDINANCE NO. 284 OF SERIES 2001;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF ARKINS COURT, NORTH 70°49'48" EAST, A DISTANCE OF 683.55 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID 29<sup>TH</sup> STREET;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 46°11'13" EAST, A DISTANCE OF 682.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.790 ACRES (1,254,081 SQ. FT.), MORE OR LESS.



DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

**EXHIBIT B  
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON AND BEARING SOUTH 89°59'53" WEST.

**COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 27;**

THENCE NORTH 79°18'04" WEST, A DISTANCE OF 229.38 FEET TO THE WESTERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AS PARCEL NO. 203 AND RECORDED UNDER RECEPTION NO. 9800181458 ON OCTOBER 30, 1998 IN THE RECORDS OF THE DENVER COUNTY CLERK AND RECORDER'S OFFICE, AND DEDICATED AS RIGHT-OF-WAY BY ORDINANCE NO. 280 OF SERIES 2001, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 900.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 89°01'14" EAST AND THE POINT OF BEGINNING;

THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE WESTERLY BOUNDARY OF SAID PARCEL NO. 203 THROUGH A CENTRAL ANGLE OF 07°56'32" AN ARC LENGTH OF 124.85 FEET;

THENCE SOUTH 08°56'08" EAST, A DISTANCE OF 56.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2,940.87 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 44°49'00" WEST ALSO BEING A POINT ON THE SOUTHEASTERLY BOUNDARY OF PARCEL 3 AS DESCRIBED AND RECORDED UNDER RECEPTION NO. 2002137766 ON AUGUST 07, 2002 IN SAID RECORDS;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

1. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°42'39" AN ARC LENGTH OF 139.15 FEET;
2. THENCE SOUTH 48°04'18" WEST, A DISTANCE OF 37.51 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY BOUNDARY, NORTH 00°01'41" WEST, A DISTANCE OF 195.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 20°58'00" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°50'30" AN ARC LENGTH OF 156.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.497 ACRES (21,632 SQ. FT.), MORE OR LESS.



DALE C. RUSH  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR P.L.S. 33204  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

# EXHIBIT B

LOT 2, BLOCK 3  
FUTURE DENARGO MARKET  
SUBDIVISION FILING. NO. 1

NW 1/4 SEC. 27  
T3S, R68W, 6TH P.M.

**POINT OF BEGINNING**  
LOT 1, BLOCK 3  
FUTURE DENARGO MARKET  
SUBDIVISION FILING. NO.

$L=156.02'$   
 $R=195.00'$   
 $\Delta=45^{\circ}50'30''$   
N66°48'30"W

W 1/4 SEC. 27, T3S, R68W, 6TH P.M.  
RECOVERED 3-1/4" ALUM. CAP  
STAMPED "FARNSWORTH 2003  
LS 24949"

**BASIS OF BEARING**  
SOUTH LINE OF THE NW 1/4 OF SEC. 27  
S89°59'53"W 2646.01'

**FUTURE WEWATTA WAY**

TRACT G  
FUTURE DENARGO MARKET  
SUBDIVISION FILING. NO. 1

CANADO PROPERTIES  
RECEPTION NO. 2002137786  
08/07/2002  
PARCEL 1

**NET AREA**  
0.497 AC  
(21,632 SF)  
MORE OR LESS

N00°01'41"W  
195.46'

N4°49'00"W (R)

S08°56'08"E  
56.39'

$L=139.15'$   
 $R=2940.87'$   
 $\Delta=2^{\circ}42'39''$

S48°04'18"W  
37.51'

CANADO PROPERTIES  
RECEPTION NO.  
2002137786  
8/07/2008  
PARCEL 3

SW 1/4 SEC. 27,  
T.3S., R.68W, 6TH P.M.



1 inch = 100 ft.

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

PATH: \23708-04-01\DWG\NET  
DWG NAME: ET-001-002-30-COV  
DRAWN: BJD CHECKED: DCR  
DATE: 08-25-2008  
SCALE: 1" = 100'



208 East Mineral Ave., Suite 1  
Littleton, Colorado 80120  
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Fax: (303) 713-1897  
www.aztecconsultants.com

**PERMANENT POND**  
W1/2 SEC. 27, T3S, R68W, 6TH P.M.  
CITY & COUNTY OF DENVER

JOB NUMBER 23708-04-01

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