

**Department of Public Works**  
 Capital Projects Management  
 Permit Operations and Right of Way Enforcement  
 Infrastructure Planning & Programming  
 Traffic Engineering Services  
 201 W. Colfax Avenue  
 Denver, CO 80202  
 www.denvergov.org

**DENVER**  
 THE MILE HIGH CITY



**REQUEST FOR RESOLUTION TO DEDICATE PUBLIC RIGHT-OF-WAY**

**TO:** Melinda Olivarez, City Attorney's Office  
**FROM:** Robert J. Duncanson P.E., Engineering Manager II  
 Right-of-Way Services

**DATE:** March 21, 2012

**ROW #:** 2010-0539-01

**SCHEDULE #:** Parcel 1 0511220019000  
 Parcel 2 0511221014000  
 Parcel 3 051129013000  
 Parcel 4 0511130014000  
 Parcel 5 0511132014000  
 Parcel 6 0511100014000  
 Parcel 7 0511133028000  
 Parcel 8 0511134023000  
 Parcel 9 0511135027000  
 Parcel 10 051150005000  
 Parcel 11 051150008000  
 Parcel 12 051150009000  
 Parcel 13 0512507032000  
 Parcel 14 0512506037000  
 Parcel 15 0512504024000  
 Parcel 16 0512129019000  
 Parcel 17, Parcel 18, Parcel 19, Parcel 20 and Parcel 21, see attached Legal Descriptions

**TITLE:** This request is to dedicate existing City owned land as 1<sup>st</sup> Ave. Located between University Blvd. and Downing St.

**SUMMARY:** Request for a Resolution for laying out, opening and establishing certain real property as part of the system of thoroughfares of the municipality, i.e. as 1<sup>st</sup> Ave.

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

Therefore, you are requested to initiate Council action to dedicate a parcel of existing City owned land for Public Right-of-Way purposes as 1<sup>st</sup> Ave. The land is described as follows.

**INSERT PARCEL DESCRIPTION ROW (# 2010-0539-01) HERE.**

A map of the area to be dedicated is attached.  
 RD/LL/LRA /AS



Asset Management, Steve Wirth  
City Councilperson & Aides, Jeanne Robb, Dist #10  
City Council Aides: Nora Kimball, Kathi Anderson and Emily Liff  
City Council Staff, Gretchen Williams  
Environmental Services, David Erickson  
Public Works, Manager's Office, Alba Castro  
Public Works, Manager's Office, Christine Downs  
Public Works, Manager's Office, Stacie Loucks  
Public Works, Right-of-Way Engineering Services, Rob Duncanson  
Department of Law, Karen Aviles  
Department of Law, Karen Walton  
Department of Law, Arlene Dykstra  
Public Works Survey, Joel Schmidt  
Public Works Survey, John Lautenschlager  
Public Works Survey, Paul Rogalla  
Owner: City and County of Denver  
Project file folder 2010-0539-01

**ORDINANCE/RESOLUTION REQUEST**

Please email requests to Daelene Mix at

daelene.mix@denvergov.org by NOON on Monday.

*\*All fields must be completed.\**

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

Date of Request: March 21, 2012

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.)

This request is to dedicate existing City owned land as 1<sup>st</sup> Ave. located between Downing St and University Blvd.

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

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

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

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

▪ Name: Stacie Loucks  
▪ Phone: 720-865-8720  
▪ Email: stacie.loucks@denvergov.org

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

Request for a Resolution for laying out, opening and establishing certain real property as part of the system of thoroughfares of the municipality; i.e. as 1<sup>st</sup> Ave.

**\*\*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: 1<sup>st</sup> Ave. between University Blvd and Downing St.

d. Affected Council District: # 10, Jeanne Robb

e. Benefits: N/A

f. Costs: N/A

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

To be completed by Mayor's Legislative Team:

SIRE Tracking Number:

Date Entered:



**DENVER**  
THE MILE HIGH CITY

## EXECUTIVE SUMMARY

**Project Title:** 2010-0539-01 Dedication 1<sup>st</sup> Ave: between Downing St and University Blvd.

**Description of Proposed Project:** Request for a Resolution for laying out, opening and establishing certain real property as part of the system of thoroughfares of the municipality; i.e. as 1<sup>st</sup> Ave.

**Explanation of why the public right-of-way must be utilized to accomplish the proposed project:** This request is to dedicate existing City owned land as 1<sup>st</sup> Ave., between Downing St and University Blvd.

**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 Land was dedeed to the City and County of Denver for the purpose to dedicate it as Public Right of Way.



Two parcels of land located in the Northwest 1/4 of Section 11, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

**Parcel 1**

A parcel of land conveyed to the City & County of Denver by Special Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070627 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 25, Block 8, Park Club Place Subdivision, as recorded in Book 16, Page 10 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northwest Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 11, from which the West Quarter Corner of said Section 11 bears S 89°50'38" W, thence along the Center Quarter Line of said Section 11 S 89°50'38" W, a distance of 556.66 feet; thence N 00°09'22" W, a distance of 30.00 feet to the southeast corner of Lot 25 of said Block 8, and the Point of Beginning; thence along the northernly Right-of-Way line of 1<sup>st</sup> Ave. being also the southernly line of said Block 8, S 89°50'38" W, a distance of 84.00 feet; thence at right angles N 00°09'22" W, a distance of 3.00 feet; thence parallel with said northernly Right-of-Way line N 89°50'38" E a distance of 72.00 feet; thence N 44°50'38" E, a distance of 17.00 feet to a point on the westernly Right-of-Way line of Lafayette St. being also the easternly line if said Block 8; thence along said westernly Right-of-Way line S 00°04'37" E, a distance of 15.02 feet to the Point of Beginning.

Said parcel contains 324 square feet, more or less.

**Parcel 2**

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070623 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lots 25 and 26, Block 7, Park Club Place Subdivision, as recorded in Book 16, Page 10 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northwest Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 11, from which the West Quarter Corner of said Section 11 bears S 89°50'38" W, thence along the Center Quarter Line of said Section 11 S 89°50'38" W, a distance of 230.64 feet; thence N 00°09'22" W, a distance of 30.00 feet to the southeast corner of Lot 25 of said Block 7; thence along the northernly Right-of-Way line of 1<sup>st</sup> Ave. S 89°50'38" W, a distance of 133.01 feet to the southwest corner of said Lot 25 being also the southernly line of said Block 7; thence along the westernly line of said Lot 25 N 00°04'20W, a distance of 3.00 feet; thence parallel with said northernly right-of-Way line of 1<sup>st</sup> Ave. N 89°50'38" E, a distance of 113.01 feet; thence N 44°50'38" E, a distance of 28.32 feet to a point on the westernly Right-of-Way line of Humboldt St. being also the easternly line of said Block 7; thence along said westernly Right-of-Way line S 00°05'25" E a distance of 23.03 feet to the Point of Beginning.

Said parcel contains 600 square feet, more or less.

PJ DES LBAR 2010-0539-01

Seven parcels of land located in the Northeast 1/4 of Section 11, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

Parcel 3

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070629 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 24, Block 8, Country Club Place Subdivision, as recorded in Book 15, Page 38 of the City and County of Denver Clerk and Recorders Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11 S 89°52'13" W, a distance of 2501.60 feet; thence N 00°07'47" W, a distance of 30.00 feet to the southeast corner of Lot 24 of said Block 8; thence along the northerly Right-of-Way line of 1<sup>st</sup> Ave. S 89°52'13" W, being also the southerly line of said Block 8, a distance of 79.00 feet thence at right angles N 00°07'47" W, a distance of 3.00 feet; thence at right angles and parallel with the northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°52'13" E, a distance of 62.00 feet; thence N 44°52'13" E, a distance of 24.07 feet to a point on the Westerly Right-of-Way line of Franklin St. being also the easterly line of said Block 8; thence along said westerly Right-of-Way line S 00°04'20" E, a distance of 20.02 feet to the Point of Beginning.

Said parcel contains 382 square feet, more or less.

Parcel 4

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070631 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 24, Block 7, Country Club Place Subdivision, as recorded in Book 15, Page 38 of the City and County of Denver Clerk and Recorders Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup> Ave., S 89°52'13" W, a distance of 2264.05 feet; thence N 00°07'47" W, a distance of 30.00 feet to the southeast corner of Lot 24 of said Block 7; thence along the northerly Right-of-Way line of 1<sup>st</sup> Ave. S 89°52'13" W, a distance of 132.55 feet to the southwest corner of said Lot 24 being also the southerly line of said Block 7; thence along the easterly Right-of-Way line of Franklin St. being also the westerly line of said Block 7 N 00°04'20" W, a distance of 3.00 feet; thence parallel with said northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°52'13" E, a distance of 132.55 feet to a point on the westerly line of a 14 foot wide alley; thence along said westerly alley line S 00°04'16" E, a distance of 3.00 feet to the Point of Beginning.

Said parcel contains 398 square feet, more or less.

PW DES LEGAL 2010-0539-01

Parcel 5

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070633 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 25, Block 5, Country Club Place Subdivision, as recorded in Book 15, Page 38 of the City and County of Denver Clerk and Recorders Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup>. Ave., S 89°52'13" W, a distance of 1335.05 feet; thence at right angles N 00°07'47" W, a distance of 30.00 feet to the point of intersection of the Northerly Right-of-Way line of 1<sup>st</sup> Ave. and the centerline of Vacated Race St. (ord 36, series 1920) being along the southerly line of said Block 5 extended easterly and the Point of Beginning; thence along the said Right-of-Way line S 89°52'13" W, a distance of 131.00 feet; thence at right angles N 00°07'47" W, a distance of 3.00 feet; thence at right angles and parallel said northerly Right-of-Way line N 89°52'13" E, a distance of 60.50 feet; thence at right angles N 00°07'47" W a distance of 6.00 feet; thence at right angles and parallel with said northerly Right-of-Way line N 89°52'13" E, a distance of 12.00 feet. Thence at right angles S 00° 07'47" E a distance of 6.00 feet; thence at right angles and parallel with said northerly Right-of-Way line N 89°52'13" E, a distance of 58.50 feet to a point on the centerline of vacated Race St.; thence along said centerline S 00°03'01" E, a distance of 3.00 feet to the Point of Beginning.

Said parcel contains 465 square feet, more or less.

Parcel 6

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070635 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

An unsubdivided parcel of land situated in the South Half of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup>. Ave., S 89°52'13" W, a distance of 1172.77 feet; thence N 00°07'47" W, a distance of 30.00 feet to the intersection of the Northerly Right-of-Way line of 1<sup>st</sup> Ave. and the westerly Right-of-Way line of Race St., and the Point of Beginning; thence along said northerly Right-of-Way line S 89°52'13" W, a distance of 162.27 feet to the intersection of said northerly Right-of-Way line and the centerline of Vacated Race St. (ord. 36, series 1920); thence along the said centerline N 00°03'01" W, a distance of 3.00 feet; thence parallel with the northerly line of said 1<sup>st</sup> Ave. N 89°25'13" E, a distance of 142.27 feet; thence N 44°52'13" E, a distance of 28.23 feet to a point on the westerly Right-of-Way line of Race St.; thence along said westerly Right-of-Way line S 00°13'32" E, a distance of 22.96 feet to the Point of Beginning.

Said parcel contains 686 square feet, more or less.

Parcel 7

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070637 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 70, Block 1, Country Club Annex Amended Subdivision, as recorded in Book 18, Page 50 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup>. Ave., S 89°52'13" W, a distance of 803.07 feet; thence N 00°07'47" W, a distance of 30.00 feet to the southeast corner of Lot 70 of said Block 1, and the Point of Beginning; thence along the northerly Right-of-Way line of 1<sup>st</sup> Ave. S 89°52'13" W, being also the southerly line of said Block 1 a distance of 144.82 feet to the southwest corner of said Lot 70; thence along the westerly line of said Lot 70, N00°13'05" W a distance of 23.04 feet; thence s 45°07'47" E a distance of 28.33 feet; thence parallel with said northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°52'13" E, a distance of 109.82 feet; thence N 44°52'13" E, a distance of 21.18 feet to a point on the westerly Right-of-Way line of Vine St. being also the east line of said Block 1; thence along said westerly Right-of-Way line S 00°12'48" E, a distance of 17.97 feet to the Point of Beginning.

Said parcel contains 746 square feet, more or less.

Parcel 8

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070639 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 1, Block 3, Country Club Annex Amended Subdivision, as recorded in Book 18, Page 69 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter Line of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup>. Ave., S 89°52'13" W, a distance of 432.97 feet; thence N 00°07'47" W, a distance of 30.00 feet to the southeast corner of Lot 1 of said Block 3, and the Point of Beginning; thence along the northerly Right-of-Way line of 1<sup>st</sup> Ave. S 89°52'13" W, being also the southerly line of said Block 3, a distance of 133.00 feet; thence at right angles N 00°07'47" W a distance of 12.00 feet; thence at right angles and parallel with said northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°53'13" E, a distance of 6.00 feet; thence at right angles S 00°07'47" E a distance of 9.00 feet; thence at right angles and parallel with said northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°52'13" E, a distance of 107.00 feet; thence N 44°52'13" E, a distance of 28.24 feet to a point on the westerly Right-of-Way of Gaylord St, being the east line of said Block 3; thence along said westerly Right-of-Way line S 00°12'00" E, a distance of 22.97 feet to the Point of Beginning.

Said parcel contains 653 square feet, more or less.



Parcel 9

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 29th of July 1991 by Reception No. 91-0070641 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A parcel of land situated in Lot 1, Block 4, Country Club Annex Amended Subdivision, as recorded in Book 18, Page 69 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northeast Quarter of Section 11, Township 4 South, Range 68 West, of the 6<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Corner of said Section 11 bears S 89°52'13" W, thence along the Center Quarter of said Section 11, also being the 30 foot Range Line of 1<sup>st</sup>. Ave., S 89°52'13" W, a distance of 298.87 feet; thence N 00°07'47" W, a distance of 30.00 feet to the northerly Right-of-Way line of 1<sup>st</sup> Ave., being also the southerly line of said Block 4 and the Point of Beginning; thence along said northerly Right-of-Way line S 89° 52' 13" W a distance of 54.00 feet to the southwest corner of Lot 1 of said Block 4; thence along the easterly Right-of-Way line of Gaylord St. N 00°12'00" W being also the westerly line of said Block 4 a distance of 23.03 feet; thence S 45°07'47" E, a distance of 28.32 feet; thence parallel with said northerly Right-of-Way line of 1<sup>st</sup> Ave. N 89°52'13" E a distance of 34.00 feet; thence S 00°07'47" E, a distance of 3.00 feet to the Point of Beginning.

Said parcel contains 362 square feet, more or less.

Three parcels of land located in the Southeast 1/4 of Section 11, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

Parcel 10

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 13th of January 1975 in Book 997 Page 173 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That part of the NW1/4 of the SE1/4 of Section 11, T.4S., R.68W., of the 6<sup>th</sup> P.M. described as follows: Beginning at the intersection of the south line of 1<sup>st</sup> Avenue with a line that is 52.5 feet west of and parallel with the east line of Gilpin Street extended southerly; thence westerly on the said south line of 1<sup>st</sup> Avenue a distance of 300, feet; thence southeasterly on an angle to the left of 135° to a point that is 7 feet south by perpendicular measurement, from the said south line of 1<sup>st</sup> Avenue; thence easterly and parallel with the said south line a distance of 386 feet; thence northeasterly on an angle to the left of 45° to a point on the said south line of 1<sup>st</sup> Avenue; thence westerly on the said south line a distance of 100 feet to the point of beginning.

Parcel 11

A parcel of land conveyed to the City & County of Denver by Special Warranty Deed, recorded on the 29th of October 1991 by Reception No. 91-0106226 and recorded on the 30th of October 1991 by Reception No. 91-0106943 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, more particularly described as follows: Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Line of said Section 11, bears S 89°52'13" W, thence along said East-West Center Quarter Line of said Section 11, also being the 30.00 foot Range Line of 1<sup>st</sup> Avenue S 89°52'13" W, a distance of 2065.03 feet to a point of intersection with the centerline of Gilpin Street; thence along said centerline extended S 00°04'11" E, a distance of 97.00 feet to a point of intersection with the southerly line of a parcel of land described and recorded in Book 997 on Page 173, June 13, 1975, in the office of the Clerk and Recorder of the City and County of Denver, also being the Point of Beginning; thence along said southerly line N 89°52'13" E, a distance of 57.00 feet; thence S 44°52'13" W, a distance of 8.49 feet; thence S 89°52'13" W, a distance of 102.00 feet; thence N 45°07'47" W, a distance of 8.49 feet to a point on said southerly line; thence along said southerly line N 89°52'13" E, a distance of 57.00 feet to the Point of Beginning. Said parcel contains 648 square feet, more or less. Basis of Bearing: The line between the East Quarter Corner and the Center Quarter Corner of said Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> Principle Meridian S 89°52'13" W, as determined by solar observation, for a distance of 2641.35 feet. The East Quarter Corner is a 3 3/4" brass cap in a range box, stamped "CEI LS 23047", The Center Quarter Corner is a 3 3/4" brass cap in a range box stamped "DWD LS 16398 1986."

Parcel 12

A parcel of land conveyed to the City & County of Denver by Special Warranty Deed, recorded on the 29th of October 1991 by Reception No. 91-0106227 and recorded on the 30th of October 1991 by Reception No. 91-0106945 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, more particularly described as follows: Commencing at the East Quarter Corner of said Section 11, from which the Center Quarter Line of said Section 11, bears S 89°52'13" W, thence along said East-West Center Quarter Line of said Section 11, also being the 30.00 foot Range Line of 1<sup>st</sup> Avenue S 89°52'13" W, a distance of 2065.03 feet to a point of intersection with the centerline of Gilpin Street; thence along said centerline extended S 00°04'11" E, a distance of 97.00 feet to a point on intersection with the southerly line of a parcel of land described and recorded in Book 997 on Page 173, June 13, 1975, in the office of the Clerk and Recorder of the City and County of Denver, thence along said southerly line N 89°52'13" E, a distance of 93.01 feet to the southeast corner of said parcel, also being the Point of Beginning; thence along the easterly line of said parcel N 44°52'13" E, a distance of 9.90 feet; to the northeast corner of said parcel; thence N 89°52'13" E, a distance of 44.00 feet; thence S 00°04'11" E, a distance of 7.00 feet; thence S 89°52'13" W, a distance of 50.99 feet to the Point of Beginning. Said parcel contains 332 square feet, more or less. Basis of Bearing: The line between the East Quarter Corner and the Center Quarter Corner of said Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> Principle Meridian S 89°52'13" W, as determined by solar observation, for a distance of 2641.35 feet. The East Quarter Corner is a 3 3/4" brass cap in a range box, stamped "CEI LS 23047", The Center Quarter Corner is a 3 3/4" brass cap in a range box stamped "DWD LS 16398 1986."

Four parcels of land located in the Southeast 1/4 of Section 12, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

**Parcel 13**

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 8th of August 1978 in Book 1720 Page 446 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

The North 5.0 feet of Lots 1 and 40, Block 16, Burlington Capitol Hill Addition, and the vacated alley adjacent to said North 5.0 feet of said Lots 1 and 40.

**Parcel 14**

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 5th of February 1975 in Book 1008 Page 123 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

The North five feet of Lot 1, Block 15, Burlington Capitol Hill Addition, according to the record plat thereof, City and County of Denver, State of Colorado.

**Parcel 15**

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 7th of June 1979 in Book 1930 Page 449 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

The North 5 feet of Lot 1, Block 13, Burlington Capitol Hill Addition.

**Parcel 16**

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 18th of November 1980 in Book 2272 Page 233 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

The south five feet of Lot 7, Block 6, Burlington Capitol Hill Addition, City and County of Denver, State of Colorado.

# 1st Ave Parcel 1



- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

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# 1st Ave Parcel 2



- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 4/20/11 - The City and County of Denver shall not be liable for damages if any third party uses the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

Copyright 2008, City and County of Denver

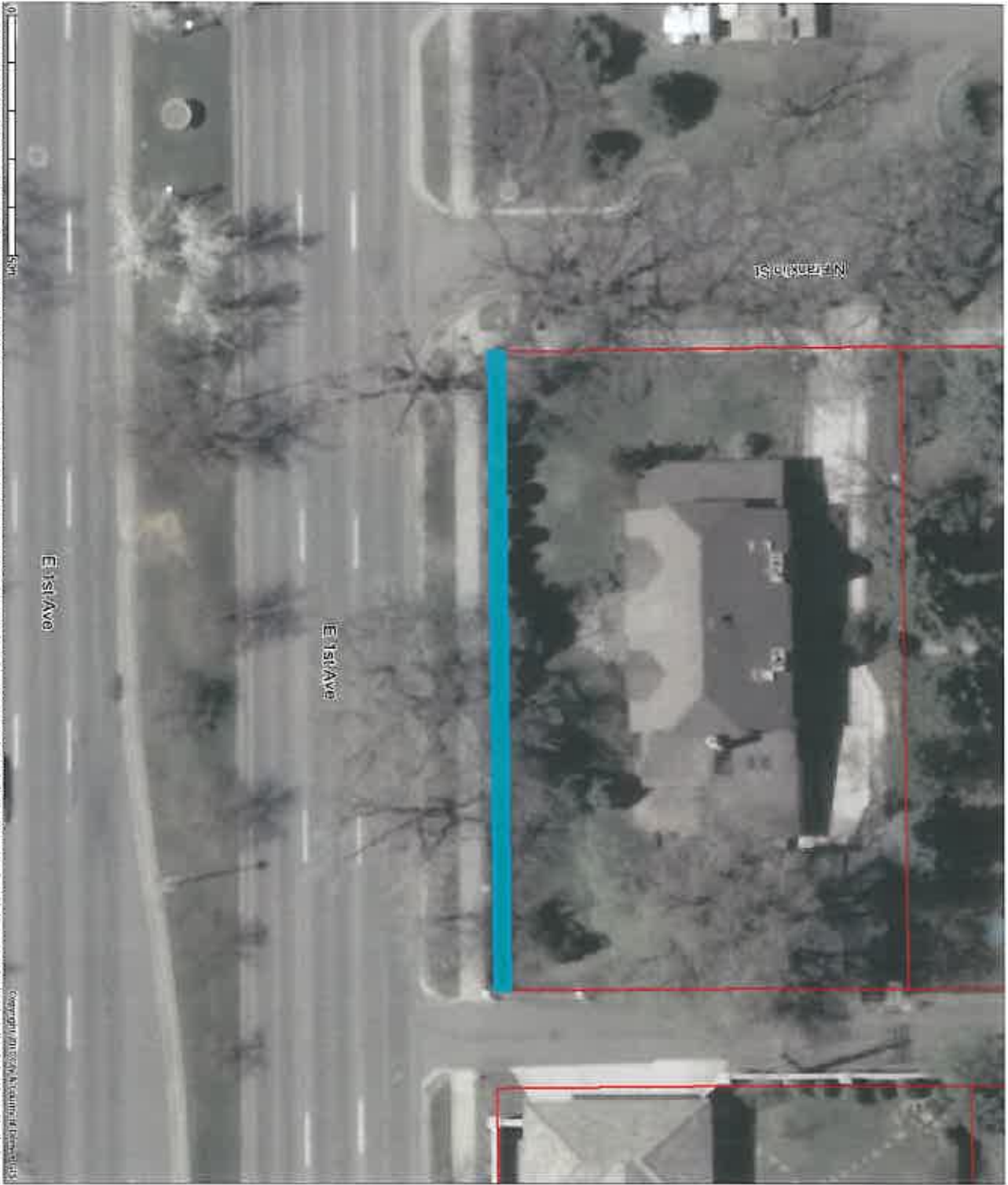
# 1st Ave Parcel 3



Map generated July 2011 - The City and County of Denver shall not be liable for damages of any sort arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including but not limited to the fitness for a particular use. This is not a legal document.

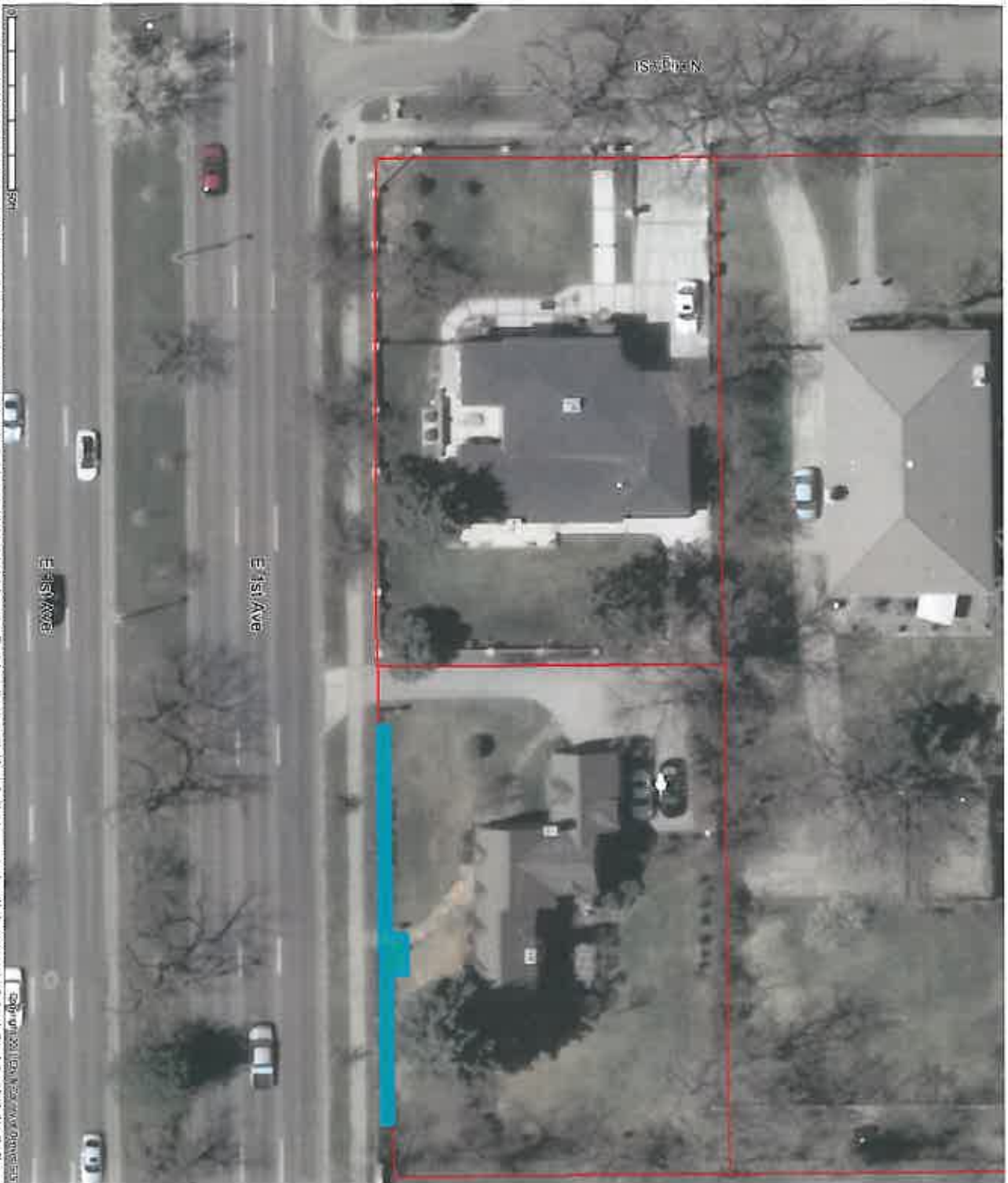
- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

# 1st Ave Parcel 4



- Street Centerline
- Denver County (Boundary)
- Parcel
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

# 1st Ave Parcel 5

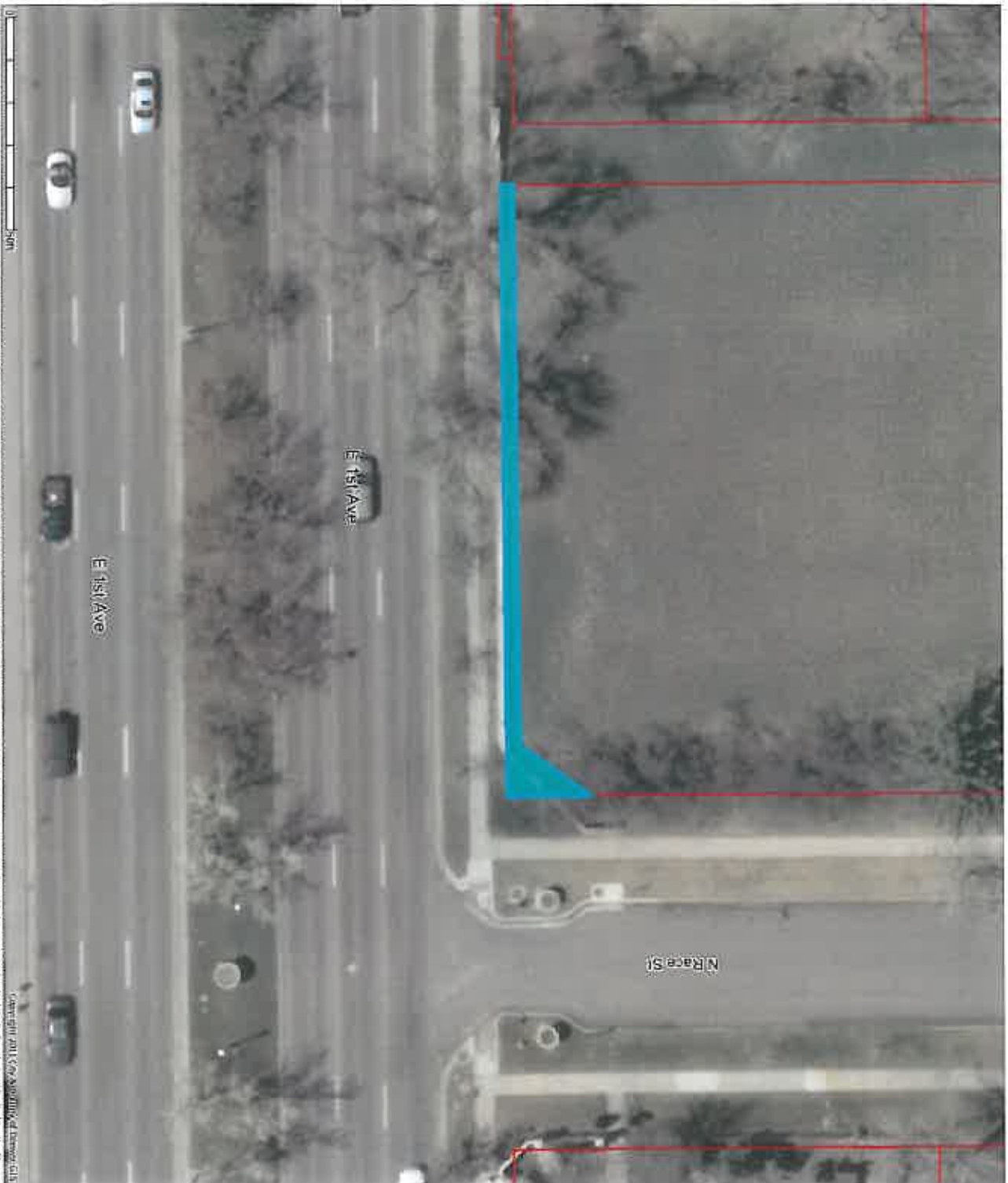


Map generated 4/20/11 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

- Street Centerline
- Denver County (Boundary)
- Parcel
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County



# 1st Ave Parcel 6



- Street Centerline
- Denver County (Boundary)
- parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 4/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including but not limited to, the fitness for a particular use. This is not a legal document.

Copyright 2011 City and County of Denver GIS

# 1st Ave Parcel 7



- Street Centerline
- Denver County (Boundary)
- Parcel
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 4/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 8



Map generated 4/4/2011 - The City and County of Denver warrant not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including but not limited to, the fitness for a particular use. This is not a legal document.

- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

# 1st Ave Parcel 9



Map generated 1/24/2017. The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including but not limited to, the fitness for a particular use. This is not a legal document.

- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

# 1st Ave Parcel 10

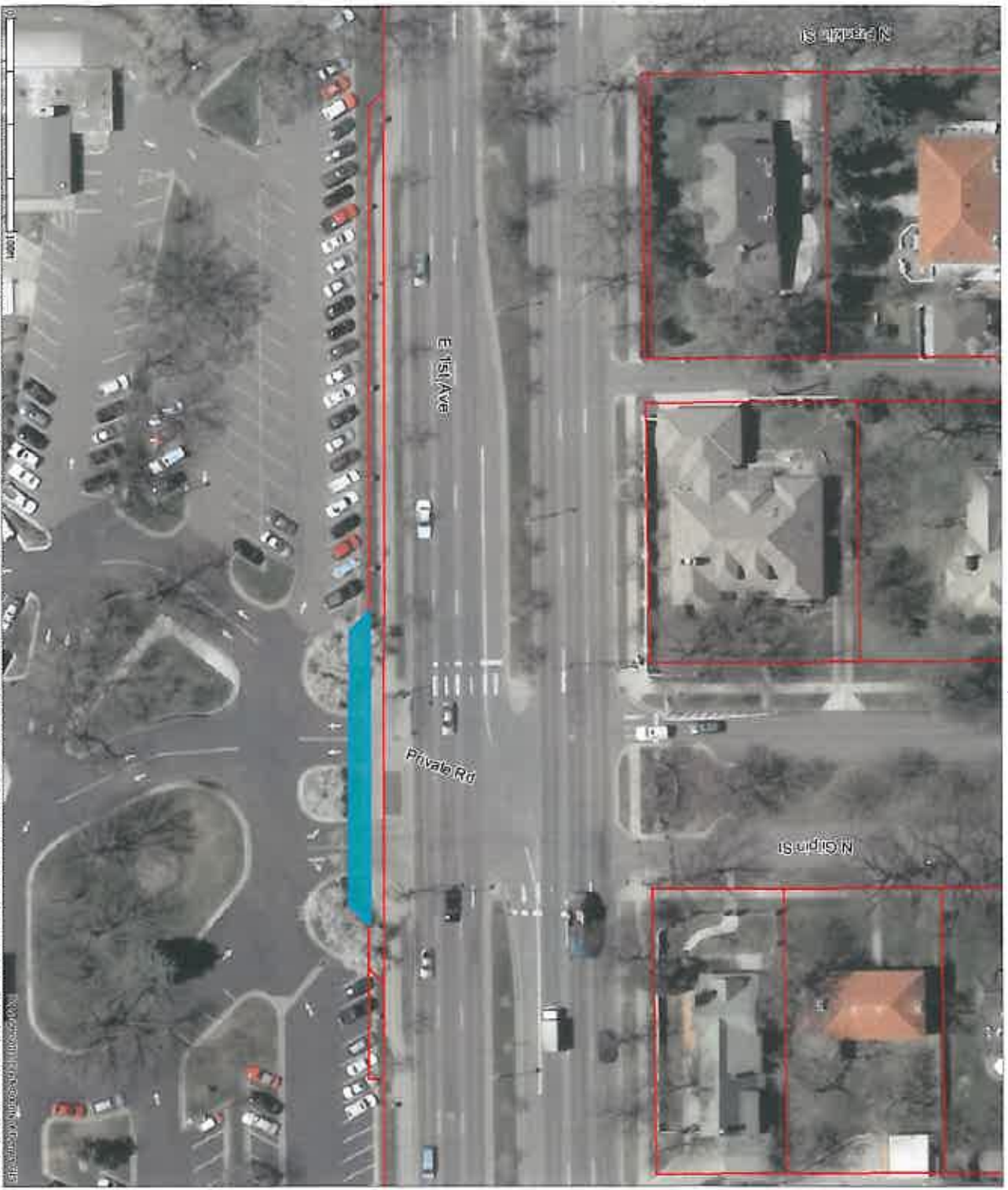
- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County



Map generated 4/2/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 11

- Street Centerline
- Denver County (Boundary)
- Parcels
- 2006 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County



Map generated 4/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 12



- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated using 2008 data. The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 13



Street Centerline

Denver County (Boundary)

Parcels

2008 Denver

Denver County (Shaded)

Denver County

Adams County

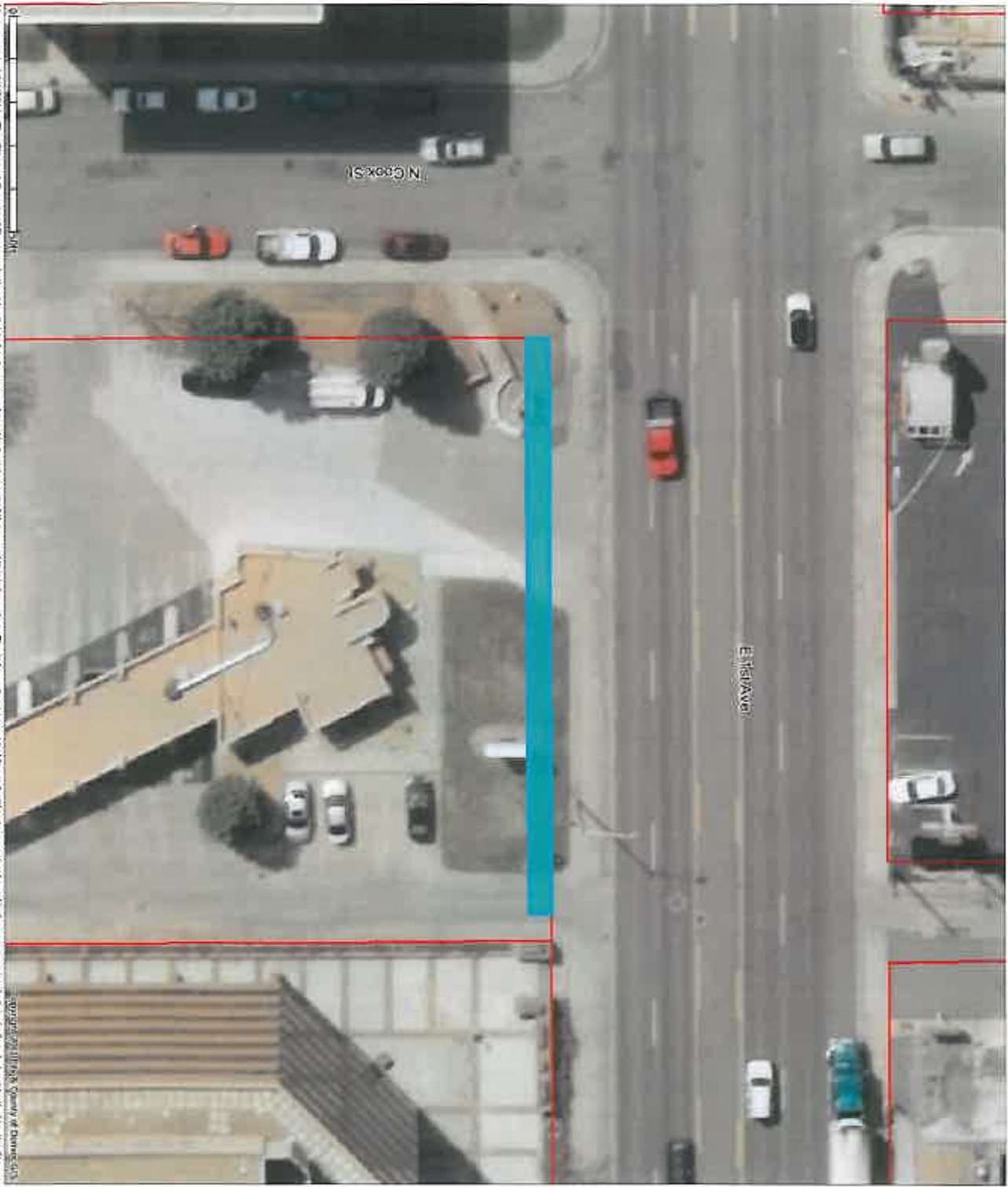
Arapahoe County

Jefferson County

Map generated 4/3/2011 - The City and County of Denver and its staff do not warrant the accuracy of any data existing out of the scope of this information. The information is provided "As Is" without warranty of any kind, express or implied, including but not limited to, the fitness for a particular use. This is not a legal document.



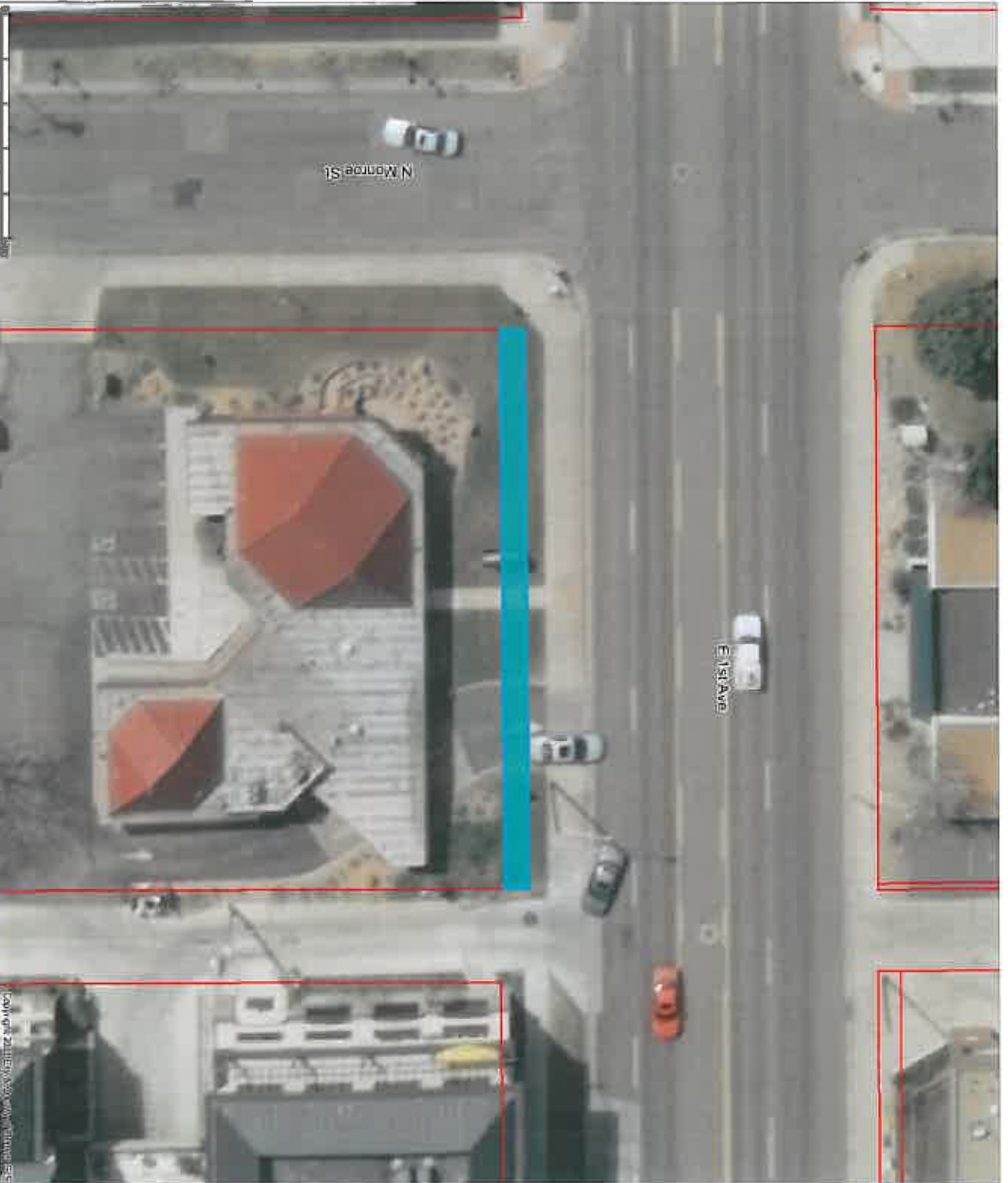
# 1st Ave Parcel 14



- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map prepared 4/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. This information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

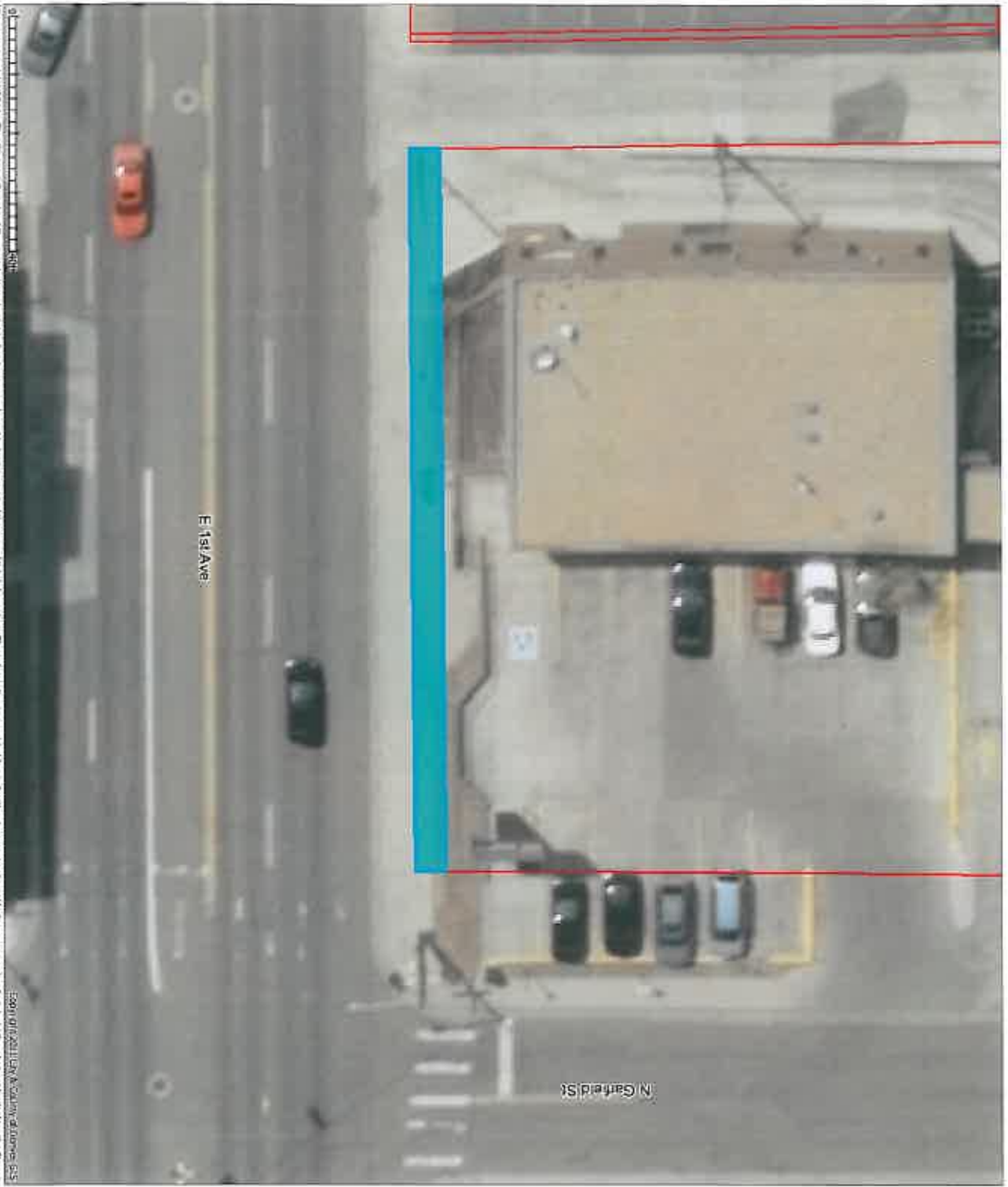
# 1st Ave Parcel 15



Map generated 4/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The disclaimer is provided "As is" without warranty of any kind, express or implied, including but not limited to, the fitness for a particular use. This is not a legal document.

- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

# 1st Ave Parcel 16



- Street Centerline
- Denver County (Boundary)
- Parcels
- 2008 Denver
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 11/4/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

12901 GILFEATHER AVENUE, DENVER, CO 80231

INDEXED 9-24-91 R  
PLATED 5/24

Standard Publishing, 1743 W. 10th Ave., Denver, CO 80202 - 1991 292 2981 - 7 M

No. 16, Rev. 3-85. SPECIAL WARRANTY DEED

17th in Denver, District City and  
FELICIA MURTE - DENVER COUNTY  
R-91-0070627 07/29/1991 3:25 PM 17



Witness my hand and official seal  
My commission expires 5/15/94

by James L. Basey  
The foregoing instrument was acknowledged before me this 18th day of June  
County of Denver  
STATE OF COLORADO

James L. Basey

TOGETHER with all and singular the hereditaments and appurtenances thereto in anywise appertaining, and the profits and  
reversions, remainder and remainders, with the hereditaments and appurtenances, with the hereditaments and appurtenances of the  
grantor(s), either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances;  
TO HAVE AND TO HOLD the said premises above described and described with the appurtenances, unto the grantor(s), his heirs and  
assigns forever, The grantor(s), for  
itself  
It is hereby and personal representatives or successors, do so covenant and agree that  
it shall and will WARRANT AND FOREVER DEFEND the above-described premises in the quiet and peaceable possession of the grantor(s)  
his heirs and assigns, against all and every person or persons claiming the whole or any part hereof, by, through or under the grantor(s)  
IN WITNESS WHEREOF, the grantor(s) has  
executed this deed on the date set forth above.

also known by street and number as:  
subject, however, to taxes for the year 1989 and subsequent years, and except  
for assessments of record, and except for amounts payable by virtue of inclusion  
of record,  
LAND OFFICE B

The City and BHM and the City's contractor will not be held responsible for  
damage to tree(s) if the wall was constructed at that location despite warnings  
to this effect by the City or BHM.

For legal description refer to Exhibit "A" which by reference herein  
becomes a part of this Special Warranty Deed.

WITNESSETH, that the grantor(s) for and in consideration of the sum of ten dollars and no/100 and other good  
and valuable consideration,  
and valuable consideration, he is  
granted, bargained, sold and conveyed, and by these presents do so  
grant,  
bargain, sell, convey and transfer, unto the grantor(s), his heirs and assigns forever, all the real property, together with improvements,  
if any, situate, lying and being in the City and  
County of Denver  
State of Colorado,  
described as follows:

of the City and County of Denver State of Colorado, grantor(s):  
1437 Bannock Street, Denver, Colorado 80204

the City and County of Denver, a municipal corporation  
organized and existing under and by virtue of the laws of  
the State of Colorado,  
some legal address is  
County of Denver  
State of Colorado, grantor(s) and

James L. Basey  
THIS DEED, Made this 18th day of June, 19 91.

SPECIAL WARRANTY DEED

CITY AND COUNTY OF DENVER  
The Clerk and Recorder for the State  
of Colorado, do hereby certify that  
document filed is a full true, and  
correct copy of the original  
document recorded in my office.  
FELICIA MURTE  
Clerk and Recorder  
Notary Public  
State of Colorado  
7-29-91

Recorded in \_\_\_\_\_ M. \_\_\_\_\_ clock \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder.

APPROVED FOR RECORDING  
LAND OFFICE B  
So-91  
SPEER WARRIATION  
WAL

APPLY TO  
5  
157

01458

Parcel #





011111

Parker

EXHIBIT A

JOB NO. JF 90004	
DESC. TAKE-10	DATE: 04-23-91
BY: RFP	SCALE: 1" = AS NOTED CHECKED DPW
NOTES:	
SHEET 1 OF 1	

J.F. SATO AND ASSOCIATES

Consulting Engineers  
Project Managers, Planners & Surveyors  
8998 So. Rapp St., Littleton, CO 80120  
(303) 787-1200 • FAX (303) 787-1187



PROPERTY DESCRIPTION

A parcel of land situated in Lots 25 and 26, Block 7, Park Club Place subdivision, as recorded at Book 16, Page 10 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northwest quarter of Section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

Commencing at the center quarter corner of said Section 11, from which the West quarter corner of said Section 11 bears S 89° 50' 38" W, a distance of 230.64 feet; thence Section 11 S 89° 50' 38" W, a distance of 30.00 feet to the southeast corner of Lot 25 of said Block 7; thence along the northerly right-of-way line of Lot 25 of said Block 7, a distance of 133.01 feet to the southwest corner of said Lot 25 being also the southerly line of said Block 7; thence along the westerly line of said Lot 25 N 00° 04' 20" W, a distance of 1.00 feet; thence parallel with said northerly right-of-way line of Lot 25, a distance of 113.01 feet to a point on the westerly right-of-way line of Humboldt St. being also the westerly line of said Block 7; thence along said westerly right-of-way line S 00° 05' 25" E, a distance of 23.03 feet to the POINT OF BEGINNING.

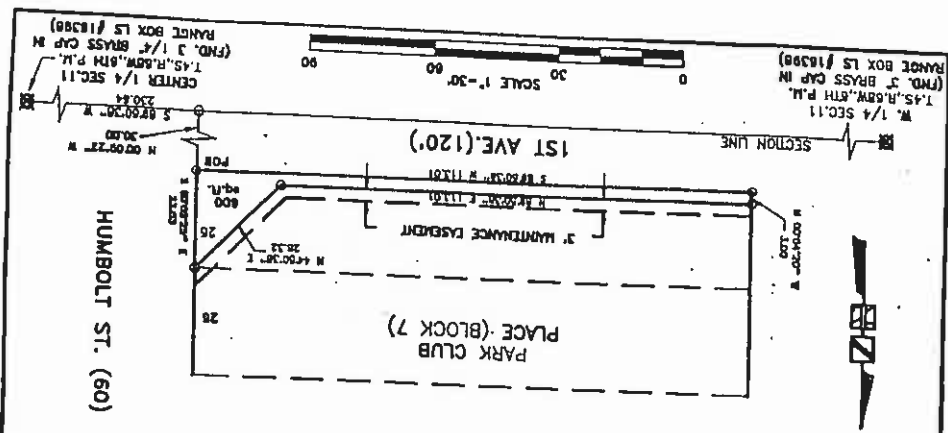
Said parcel contains 600 square feet, more or less.

Together with a proposed 3 foot wide permanent maintenance easement shown on this plat.

P.L.S. #25384

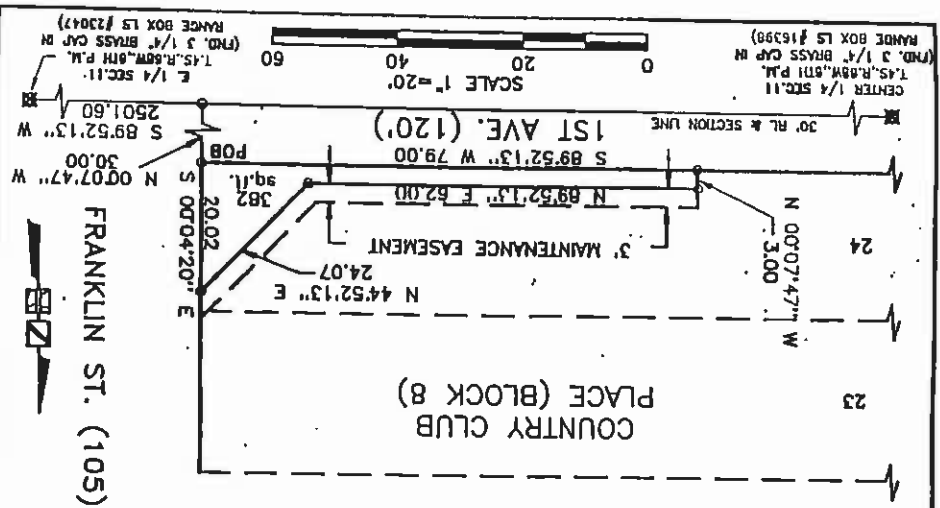


90004TAKE.10









90004TAKR.9

P.L.S. #25384



Together with a proposed 3 foot wide permanent maintenance easement as shown on this plat.

Said parcel contains 382 square feet, more or less.

distance of 20.02 feet to the POINT OF BEGINNING, then along said westerly right-of-way line S 00° 04' 20" E, a distance of 24.07 feet to a point on the westerly right-of-way line of Franklin St. being also the easterly line of said Block 8; N 89° 52' 13" E, a distance of 62.00 feet; then N 44° 52' 13" E, a distance of 79.00 feet; then at right angles and parallel with said northerly right-of-way line of 1st Ave. N 00° 07' 47" W, a distance of 3.00 feet; then at right angles and parallel with said northerly right-of-way line of 1st Ave. S 89° 52' 13" W being also the southerly line of said Block 8; then along the southerly right-of-way line of lot 24 of said Block 8; then along the southerly line of Section 11 S 89° 52' 13" W, a distance of 2501.60 feet; then commencing at the East quarter corner of said section 11, from which the center quarter of said section 11 bears S 89° 52' 13" W, then along the center quarter line of said section 11 S 89° 52' 13" W, a distance of 2501.60 feet; then at the southeast corner of lot 24 of said Block 8; then along the southerly right-of-way line of 1st Ave. S 89° 52' 13" W being also the southerly line of said Block 8; then at right angles and parallel with said northerly right-of-way line of 1st Ave. N 00° 07' 47" W, a distance of 3.00 feet; then at right angles and parallel with said northerly right-of-way line of 1st Ave. N 89° 52' 13" E, a distance of 62.00 feet; then N 44° 52' 13" E, a distance of 24.07 feet to a point on the westerly right-of-way line of Franklin St. being also the easterly line of said Block 8; then along said westerly right-of-way line S 00° 04' 20" E, a

PROPERTY DESCRIPTION

A parcel of land situated in lot 24, Block 8, Country Club Place subdivision, as recorded at Book 15, Page 38 of the city and county of Denver clerk and recorder's office, and being a part of the Northeast quarter of Section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

JOB NO. # 90004 DESC. TAKE-9 DATE: 04-25-91 BY: KFP SCALE: 1" = AS NOTED CHECKED: PPH SHEET: _____ OF _____ NOTES: _____	<p><b>J.F. SATO AND ASSOCIATES</b>          Consulting Engineers          Project Managers, Planners &amp; Surveyors          5898 So. Rapp St. • Littleton, CO 80120          (303) 797-1200 • FAX (303) 797-1187</p>
---	--


EXHIBIT A

PARCEL 58



Parcel 8

EXHIBIT A

<p><b>J.F. SATO AND ASSOCIATES</b></p> <p>Consulting Engineers          Project Managers, Planners &amp; Surveyors          5600 So. Rapp St., • Littleton, CO 80120          (303) 797-1200 • FAX (303) 797-1187</p>	
<p>JOB NO. JF 90004</p> <p>DESC. TAKE-8</p> <p>DATE: 04-25-91 BY: KFP</p> <p>SCALE: 1" = 40' AS NOTED CHECKED: DFM</p> <p>SHEET 1 OF 1</p> <p>NOTES:</p>	

PROPERTY DESCRIPTION

A parcel of land situated in lot 24, block 7, country club place subdivision, as recorded at book 15, page 38 of the city and county of Denver Clerk and Recorder's Office, and being a part of the Northeast quarter of section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described, as follows:

Commenting at the East quarter corner of said section 11, from which the center quarter line of said section 11 bears S 89° 52' 13" W, thence along the center quarter line of said section 11, also being the 30 foot Range line of 1st Ave., thence S 89° 52' 13" W, a distance of 2264.05 feet; thence N 00° 07' 47" W, a distance of 50.00 feet to the southeast corner of lot 24 of said block 7; thence along the northerly right-of-way line of 1st Ave. S 89° 52' 13" W, a distance of 132.55 feet to the southwest corner of said lot 24 being also the southerly line of said block 7; thence along the easterly right-of-way line of Franklin St. being also the westerly line of said block 7 N 00° 04' 20" W, a distance of 3.00 feet; thence parallel with said northerly right-of-way line of 1st Ave. N 89° 52' 13" E, a distance of 132.55 feet to a point on the westerly line of a 14 foot wide alley; thence along said westerly alley line S 00° 04' 16" E, a distance of 3.00 feet to the POINT OF BEGINNING.

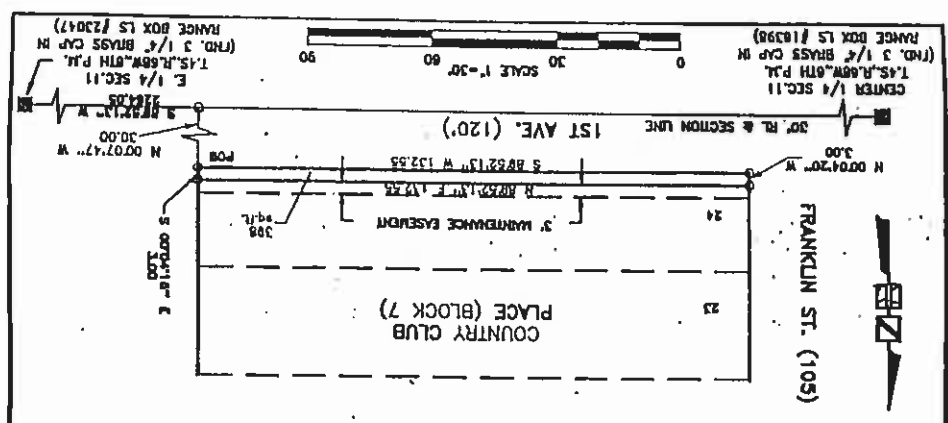
Said parcel contains 398 square feet, more or less.

Together with a proposed 3 foot wide permanent maintenance easement as shown on this plat.

90004TAKE.8

P.L.S. #25384

*[Handwritten Signature]*



PHILIP S

WARRANTY DEED

THIS DEED, Made this 12th day of June 1991, between Frank O. Clumino 1937 East 1st Avenue Denver, Colorado 80206 of the City and County of Denver State of Colorado, Grantor, and the City and County of Denver a municipal existing under and by virtue of the laws of the State of Colorado Grantee, whose legal address is 1437 Bannock Denver, Colorado 80204

WITNESSETH, That the grantor, for and in consideration of the sum of ten dollars and no/100 and other good and valuable consideration Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the City and County of Denver and State of Colorado, described as follows:

For legal description refer to Exhibit "A" which by reference herein becomes a part of this Warranty Deed.

The City and BAW and the City's contractor will not be held responsible for damage to tree(s) caused by constructing masonry walls being built too close to said tree(s) if the wall was constructed at that location despite warnings to this effect by the City or BAW.

also known by street and number as 1937 East 1st Avenue, Denver, Colorado 80206

TOGETHER with all and singular the improvements and appurtenances thereto in anywise appertaining, and the revenues and royalties, rents, issues and profits thereon, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, or, in and to the above described premises, with the improvements and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his successors and assigns forever, And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his successors and assigns, that at the time of the executing and delivery of these presents, he is well advised of the premises above conveyed, has good, lawful and quiet enjoyment and lawful title thereto, he has, in fee simple, and has good right, full power and lawfully authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, mortgages, sales, liens, mortgages, encumbrances and restrictions of whatever kind or nature now, or hereafter, except taxes for the year 1990 and subsequent years, and except for easements of record, and except for amounts payable by virtue of inclusion to any special improvement district, and except for restrictions and covenants of record.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The largest number shall include the plat, the parcel description, and the use of any grantor shall be applicable to all grants.

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

STATE OF COLORADO, County of Denver, City of Clumino, June 16, 1991

My commission expires June 16, 1992

WITNESS my hand and official seal.

Notary Public for the State of Colorado

Frank O. Clumino

1937 East 1st Avenue Denver, Colorado 80206

1598-1-29-91

REC'D AND RECORDED

FELICIA MURTIĆ

Notary Public

8-91-007633 07/29/1991 3:35 PM 1/

FELICIA MURTIĆ - DENVER COUNTY

WARRANTY DEED TO Corporation For Photographic Record

No. 952, Rev. 2-85.

INDEXED

PLATED

APPROVED FOR RECORDING:  
LAND OFFICE

86

56-91

SPECIAL NOTICE

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_

Registration No. \_\_\_\_\_

Returner \_\_\_\_\_





21174

Parcel No

EXHIBIT A

JOB NO. JF 90004  
 DESC. TAKE-4  
 DATE: 04-25-81 BY: KFP  
 SCALE: 1" = 40' AS NOTED CHECKED: DFM  
 SHEET: \_\_\_\_\_ OF \_\_\_\_\_  
 NOTES:

**J.F. SATO AND ASSOCIATES**  
 Consulting Engineers  
 Project Managers, Planners & Surveyors  
 5608 So. Kopp St. • Littleton, CO 80120  
 (303) 747-1200 • FAX (303) 747-1107

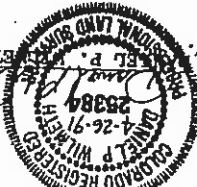
**PROPERTY DESCRIPTION**

An unsubdivided parcel of land situated in the south half of the Northeast quarter of section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

Commencing at the East quarter corner of said section 11, from which the quarter corner of said section 11 bears S 89° 52' 13" W, thence along the center line of said section 11, also being the 30 foot range line of 1st Ave., N 00° 07' 47" W, a distance of 1172.77 feet; thence S 89° 52' 13" W, a distance of 10.00 feet to the intersection of the northerly right-of-way line of 1st Ave., and the westerly right-of-way line of Race St., and the POINT OF BEGINNING; thence along said northerly right-of-way line S 89° 52' 13" W, a distance of 162.27 feet to the intersection of said northerly right-of-way line and the centerline of vacated Race St. (ord. 36, series 1920); thence along said centerline N 00° 03' 01" W, a distance of 5.00 feet; thence parallel with the northerly line of said 1st Ave. N 44° 52' 13" E, a distance of 142.27 feet; thence westerly right-of-way line of Race St.; thence along said westerly right-of-way line S 00° 17' 32" E, a distance of 22.96 feet to the POINT OF BEGINNING.

Said parcel contains 686 square feet, more or less.

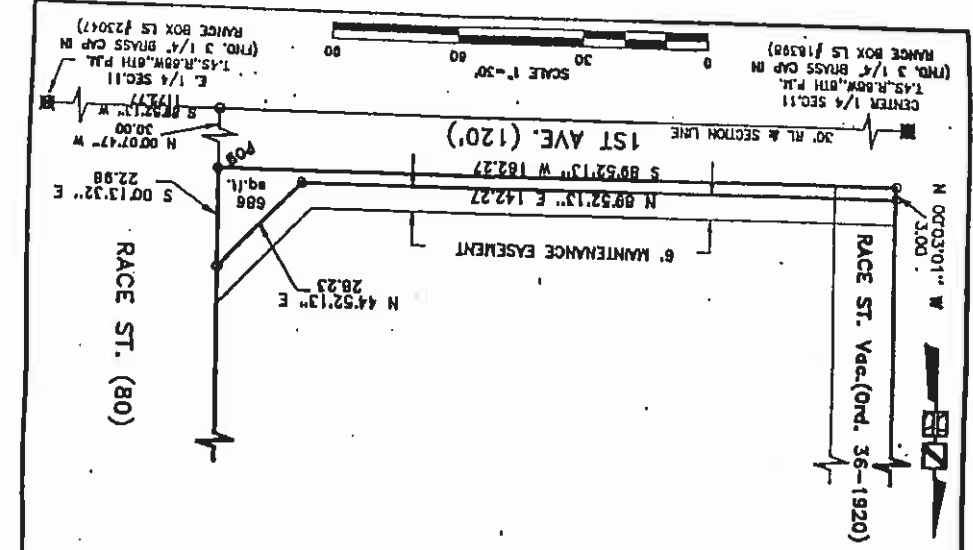
Together with a proposed 6.00 foot wide permanent maintenance easement, as shown on this plat.



P.L.S. #25384

90004TAKE.4

1st Race



INDEXED 9-11-91 PC  
PLATED 5225

No. 952, Rev. 3-85. WARRANTY DEED in Compliance For Theographic Brand  
The Official Public Record of the City and County of Denver, Colorado

WITNESS my hand and official seal.  
City of Denver, Public  
June 16, 1991

The foregoing instrument was acknowledged before me this 16th day of June, 1991, by Michael J. Whalen and Amy Jo Whalen  
STATE OF COLORADO  
County of Denver

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.  
Michael J. Whalen  
Amy Jo Whalen

The signor number shall have the plan, the plan the signor, and the use of any gender shall be applicable to all genders.

The grantor shall and every person lawfully claiming the whole or any part thereof.

restorations and covenants of record.

year, and except for assessments of record, and except for amounts payable by

the same in nature and form as other grants, except taxes for the year 1990 and subsequent

interest, that at the time of the conveying and delivery of these presents, he is well advised of the contents thereof, and with the grantor, his successors

TO HAVE AND TO HOLD the said premises above described, with the appurtenances, unto the grantor, his successors and assigns

reversion, remainder and residuary, heirs and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the

TOGETHER with all and singular the hereunto and appurtenances thereto being in anywise appertaining, and the reversion and

also known by street and number as: 101 Vine Street, Denver, Colorado 80206

to said tree(s) if the wall was constructed at that location despite warnings

The City and BRM and the City's contractor will not be held responsible for

damages to tree(s) caused by constructing masonry walls being built too close

to this effect by the City or BRM.

becomes a part of this Warranty Deed.

For legal description refer to Exhibit "A" which by reference herein

and valuable consideration

WITNESSETH, That the grantor, for and in consideration of the sum of ten dollars and no/100 and other good

the receipt and sufficiency of which is hereby acknowledged, has granted, conveyed, transferred, sold and conveyed, and by these presents does grant, convey, sell,

belong in the City and County of Denver

and State of Colorado, granted, and the City and County of Denver

of the City and County of Denver

101 Vine Street  
Denver, Colorado 80206

1991, between Michael J. Whalen and Amy Jo Whalen

THIS DEED, Made this 16th day of June

WARRANTY DEED

the Clerk and Recorder for the City and County of Denver State

RECORDED 07/25/1991 3:25 PM  
FOLIO 1437 - DENVER COUNTY

0.00

21178

APPROVED FOR RECORDING  
LAND OFFICE

60-91

SPER / MITIGATION WALL

REC'D  
MAY 14 1991  
CITY AND COUNTY OF DENVER  
CLERK AND RECORDER  
101 VINE STREET  
DENVER, CO 80206  
FOLIO 1437 - DENVER COUNTY



21179

PARCEL B

EXHIBIT A

<p><b>J.F. SATO AND ASSOCIATES</b>          Consulting Engineers          Project Managers, Planners &amp; Surveyors          Suite 50, Rupp St., Littleton, CO 80120          (303) 787-1200 • FAX (303) 787-1187</p>		<p>JOB NO. JF 90004          DESC. TAKE-3          DATE: 04-25-91 BY: KFP          SCALE: 1" = AS NOTED CHECKED: DPM          SHEET: 1 OF 1          NOTES:</p>
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PROPERTY DESCRIPTION

A parcel of land situated in Lot 70, Block 1, Country Club Annex Amended Subdivision, as recorded in Book 18, Page 50 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northeast quarter of Section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

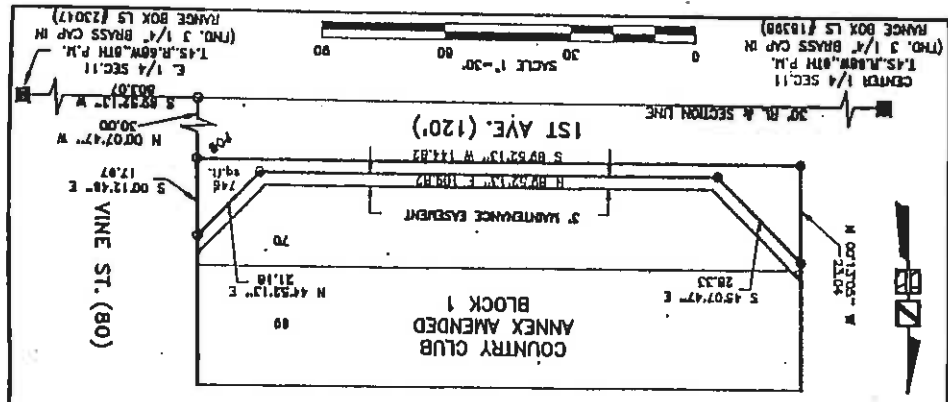
Commencing at the East quarter corner of said Section 11, from which the center quarter corner of said Section 11 bears S 89° 52' 13" W, thence along the center quarter line of said Section 11, also being the 50 foot range line of Lot Ave., S 89° 52' 13" W, a distance of 803.07 feet; thence N 00° 07' 47" W, a distance of 50.00 feet to the southeast corner of Lot 70 of said Block 1, and the POINT OF BEGINNING; thence along the northerly right-of-way line of Lot Ave. S 89° 52' 13" W, being also the southerly line of said Block 1 a distance of 144.82 feet to the southeast corner of said Lot 70; thence along the westerly line of said Lot 70, N 00° 13' 05" W, a distance of 23.04 feet; thence S 45° 07' 47" E, a distance of 28.57 feet; thence parallel with said northerly right-of-way line of Lot Ave. N 09° 52' 13" E, a distance of 109.82 feet; thence N 44° 52' 13" E, a distance of 21.28 feet to a point on the westerly right-of-way line of Vine St. being also the east line of said Block 1; thence along said westerly right-of-way line S 00° 12' 48" E, a distance of 17.97 feet to the POINT OF BEGINNING.

Said parcel contains 746 square feet, more or less. Together with a proposed 3 foot wide permanent maintenance easement, as shown on this plat.



P.L.S. #25384

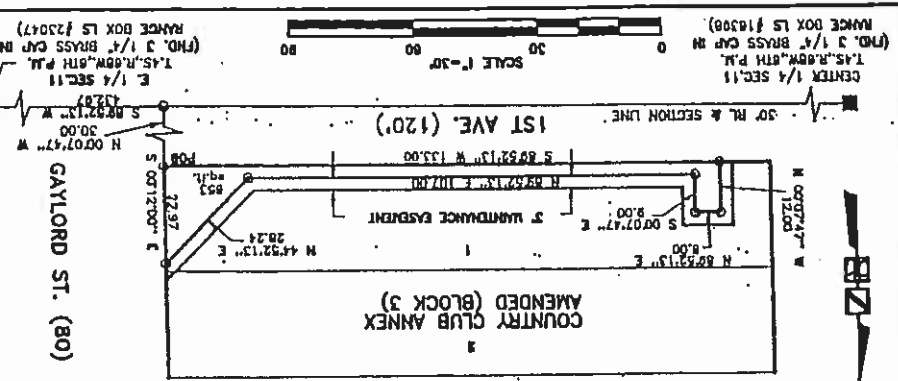
90004TAKE.3






PL REC 8

EXHIBIT 11




  
 DANIEL P. WILKERSON  
 LICENSE NO. 28384  
 PROFESSIONAL LAND SURVEYOR  
 STATE OF COLORADO

P.L.S. #25384  
 90004TAKR.2

A parcel of land situated in Lot 1, Block 3, Country Club Annex Amended subdivision, as recorded at Book 18, Page 69 of the City and County of Denver Clerk and Recorder's office, and being a part of the Northeast quarter of Section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

Commencing at the East quarter corner of said Section 11, from which the center quarter corner of said Section 11 bears a bearing along the center quarter line of said Section 11, also being the 30 foot range line of 1st Avenue, S 89° 52' 13" W, a distance of 432.97 feet; thence N 00° 07' 47" W, a distance of 30.00 feet to the southeast corner of Lot 1 of said Block 3, and the POINT OF BEGINNING; thence along the southerly right-of-way line of 1st Ave. S 89° 52' 13" W, being also the south line of said Block 3, a distance of 133.00 feet; thence at right angles N 00° 07' 47" W, a distance of 12.00 feet; thence at right angles and parallel with the northerly right-of-way line of 1st Ave. N 89° 52' 13" E, a distance of 6.00 feet; thence at right angles S 00° 07' 47" E, a distance of 9.00 feet; thence at right angles and parallel with the northerly right-of-way line of 1st Ave. N 89° 52' 13" E, a distance of 107.00 feet; thence N 44° 52' 13" E, a distance of 28.24 feet to a point on the westerly right-of-way line of Gaylord St., being also the east line of said Block 3; thence along said westerly right-of-way line S 00° 12' 00" E, a distance of 22.97 feet to the POINT OF BEGINNING.


Said parcel contains 653 square feet, more or less.

PROPERTY DESCRIPTION	
JOB NO. JF 90004 DESC. TAKE-2 DATE 04-24-81 BY KJP SCALE: 1" = AS NOTED CHECKED DFW SHEET 1 OF 1 NOTES:	<b>J.F. SATO AND ASSOCIATES</b> Consulting Engineers Project Managers, Planners & Surveyors 8888 So. Kopp St. • Littleton, CO 80120 (303) 787-1200 • FAX: (303) 787-1187



21189  
PARELL

EXHIBIT A

JOB NO. JF 90004 DESC. TAKE-1 DATE: 04-29-91 BY: KFP SCALE: 1" = AS NOTED CHECKED: DPM SHEET _____ OF _____ NOTES: _____	 <p><b>J.F. SATO AND ASSOCIATES</b>          Consulting Engineers          Project Managers, Planners &amp; Surveyors          8008 So. Mepp St. • Littleton, CO 80120          (303) 787-1200 • FAX: (303) 787-1187</p>
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PROPERTY DESCRIPTION

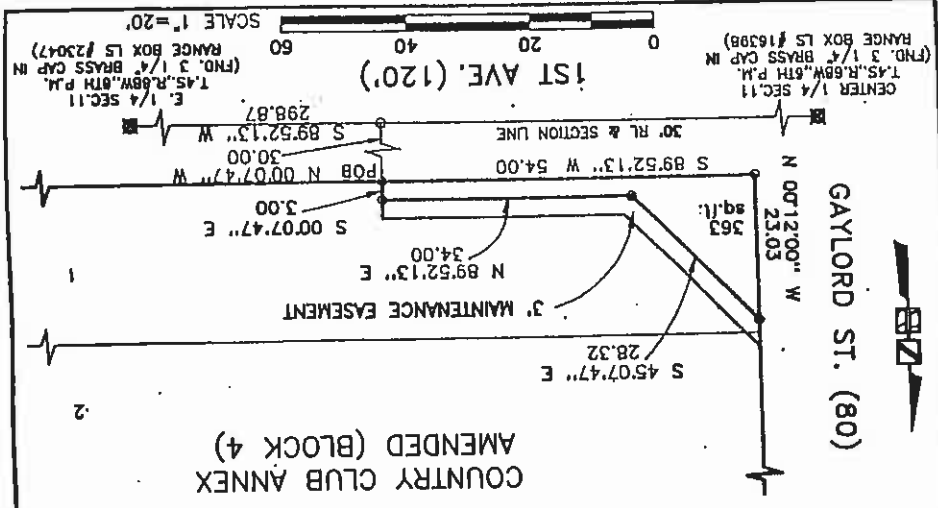
A parcel of land situated in Lot 1, Block 4, Country Club Annex Amended subdivision, as recorded at Book 18, Page 69 of the City and County of Denver Clerk and Recorder's Office, and being a part of the Northeast quarter of Section 11, Township 4 South, Range 68 West, of the 6th Principal Meridian, more particularly described as follows:

Commencing at the East Quarter corner of said Section 11, from which the center quarter corner of said Section 11 bears S 89° 52' 13" W, thence along the center quarter line of said Section 11, also being the 30 foot Range line of 1st Ave., S 89° 52' 13" W, a distance of 298.87 feet; thence N 00° 07' 47" W, a distance of 30.00 feet to a point on the northerly right-of-way line of 1st Ave., being also the southerly line of said Block 4 and the POINT OF BEGINNING; thence along said northerly right-of-way line S 89° 52' 13" W, a distance of 54.00 feet to the southwest corner of Lot 1 of said Block 4; thence along the easterly right-of-way line of Gaylord St. N 00° 12' 00" W, being also the westerly line of said Block 4 a distance of 23.03 feet; thence S 45° 07' 47" E, a distance of 28.32 feet; thence parallel with said northerly right-of-way line of 1st Ave. N 09° 52' 13" E, a distance of 34.00 feet to the POINT OF BEGINNING. Said parcel contains 362 square feet, more or less. Together with a proposed 3 foot wide permanent maintenance easement, as shown on this plat.



P.L.S. #25384

90004TAKE.1



173  
597



As to Form  
*[Signature]*

STATE OF COLORADO,  
City and County of Denver,  
The foregoing instrument was acknowledged before me this 30th day of December, 1974, by  
Dr. Kenneth B. ...  
Dr. Gordon E. ...  
President and Secretary of  
a corporation.

Witness my hand and official seal  
*[Signature]*  
Notary Public

APPROVED FOR RECORDING  
LAND OFFICE



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or to anywise thereto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, the successors and assigns forever.  
IN WITNESS WHEREOF, The said party of the first part hath caused the corporate seal to be hereunto subscribed by its President and the day and year first above written.  
Witness my hand and official seal, this 30th day of December, 1974, at Denver, Colorado.

THIS DEED, Made this 30th day of December, 1974, between  
DENVER COUNTRY CLUB  
a corporation duly organized and existing under and by virtue of the laws of the State of Colorado,  
of the first part, and  
CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado,  
of the second part,  
WITNESS, That the said party of the first part, for the purposes hereinafter set forth, hath granted, sold, conveyed and QUIT CLAIMED, and by these presents doth confess and acknowledged, hath granted, sold, conveyed and QUIT CLAIMED, and by these presents doth remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, the successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described property situate, being and being in the City and County of Denver and State of Colorado, to wit:  
That part of the NW/4 of the SE1/4 of Section 11, T.45., R.68W., of the 6th P.M., described as follows:  
Beginning at the intersection of the south line of 1st Avenue with a line that is 52.5 feet west of and parallel with the east line of Gilpin Street extended southerly; thence westerly on the said south line of 1st Avenue a distance of 300 feet; thence southeasterly on an angle to the left of 135° to a point that is 7 feet south, by perpendicular measurement, from the said south line of 1st Avenue; thence easterly and parallel with the said south line a distance of 386 feet; thence northeasterly on an angle to the left of 45° to a point on the said south line of 1st Avenue; thence westerly on the said south line a distance of 100 feet to the point of beginning.

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Register's Office  
STATE OF COLORADO  
CITY & COUNTY  
OF DENVER  
FILED IN OFFICE ON  
JAN 13 10 21 AM '75  
RECORDED IN 997 173  
F. J. SERAFIN  
TYPING AND RECORDING

157 AVE

PARTICULAR



FEET (9) THENCE SOUTH 56.25'20" EAST 72.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE ALONG THE FOLLOWING THREE COURSES ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD (1) THENCE DUE SOUTH 1169.89 FEET (2) THENCE SOUTH 89.57'56" WEST 20.00 FEET (3) THENCE DUE SOUTH 1128.24 FEET TO THE POINT OF BEGINNING CONTAINING 139.271 ACRES.

*Parcel 17  
BIRDURN COURT  
CLUB*





STATE OF COLORADO  
 )  
 ) ss.  
 )  
 CITY AND COUNTY OF DENVER  
 )  
 )  
 )

The foregoing instrument was acknowledged before me <sup>98th</sup> this day of October, 1991, by Stephen L. Waters as President of the Denver Country Club.

Witness my hand and official seal.  
 My commission expires: 3/11/92

W. F. [Signature]  
 Notary Public

PARCEL 17

Parcel 12  
LEGAL

LEGAL DESCRIPTION

EXHIBIT A

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the East Quarter corner of said Section 11, from which the center quarter corner of said Section 11 bears S 89° 52' 13" W, thence along the East-West center quarter line of said Section 11, also being the 30.00 foot Range Line of 1st Avenue S 89° 52' 13" W, a distance of 2065.03 feet to a point of intersection with the centerline of Glavin Street; thence along said centerline extended S 00° 04' 11" E, a distance of 97.00 feet to a point of intersection with the southerly line of a parcel of land described and recorded at Book 997 on Page 173, June 13, 1975, in the Office of the Clerk and Recorder of the City and County of Denver, also being the POINT OF BEGINNING; thence along southerly line N 89° 52' 13" E, a distance of 57.00 feet; thence S 44° 52' 13" W, a distance of 8.49 feet; thence S 89° 52' 13" W, a distance of 102.00 feet; thence N 45° 07' 47" W, a distance of 8.49 feet to a point on said southerly line; thence along said southerly line N 89° 52' 13" E, a distance of 57.00 feet to the POINT OF BEGINNING.

Said parcel contains 648 square feet, more or less.

**BASIS OF BEARING:** The line between the East Quarter corner and the center quarter corner of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian bears S 89° 52' 13" W, as determined by a solar observation, for a distance of 2641.35 feet. The East Quarter corner is a 3 1/4" brass cap in a range box, stamped "CHI IS #23047". The Center Quarter corner is a 3 1/4" brass cap in a range box, stamped "DWD IS 16398 1986."

A PART OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND A PART OF THE SOUTHEAST ONE QUARTER OF SECTION 11, TOWNSHIP 4 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 SOUTHEAST CORNER OF SAID SECTION 11; THENCE DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11, A DISTANCE OF 192.05 FEET; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SOUTH UNIVERSITY BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING AND SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF MOORE ESTATES; THENCE NORTH 56°22'33" WEST ALONG SAID BOUNDARY LINE 161.69 FEET; THENCE NORTH 68°48'53" WEST ALONG SAID NORTH BOUNDARY LINE 306.00 FEET; THENCE NORTH 66°54'23" WEST ALONG THE NORTH BOUNDARY LINE OF SAID MOORE ESTATES AND ALONG THE NORTH BOUNDARY LINE OF THE UNOFFICIAL PBG OF STRAWBERRY HILL 407.91 FEET TO THE NORTHEAST CORNER OF MOREY HILL PBG; THENCE ALONG THE FOLLOWING FIVE COURSES ON THE NORTH BOUNDARY LINE OF SAID MOREY HILL PBG (1) THENCE NORTH 52°32'34" WEST 211.50 FEET TO A POINT OF CURVE (2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.32 FEET, A CENTRAL ANGLE OF 73°20'03" AND AN ARC LENGTH OF 46.49 FEET (3) THENCE ON AN ANGLE TO THE RIGHT OF 92°05'37" AND NORTH 33°47'00" WEST 29.00 FEET (4) THENCE NORTH 71°23'00" WEST 183.67 FEET (5) THENCE NORTH 89°57'00" WEST ALONG THE NORTH LINE OF SAID MOREY HILL PBG AND ALONG THE NORTH LINE OF WOODHILL SUBDIVISION 723.53 FEET TO A POINT ON THE CENTERLINE OF VACATED WILLIAMS STREET; THENCE NORTH 0°07'29" WEST ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED NORTHERLY 524.37 FEET; THENCE SOUTH 89°57'56" WEST 436.63 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF VACATED BAYAUD AVENUE; THENCE NORTH 0°02'04" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST 201.25 FEET; THENCE NORTH 0°03'11" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BAYAUD AVENUE 30.00 FEET; THENCE SOUTH 89°52'54" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE 1195.21 FEET TO A POINT OF CURVE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 0°12'33" AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.49 FEET, A CENTRAL ANGLE OF 89°48'48" AND AN ARC LENGTH OF 33.69 FEET TO A POINT OF TANGENT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY; THENCE NORTH 0°05'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY 1174.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE ALONG THE FOLLOWING NINE COURSES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE (1) THENCE NORTH 89°52'46" EAST 1217.38 FEET (2) THENCE NORTH 89°53'16" EAST 276.66 FEET (3) THENCE SOUTH 45°06'44" EAST 9.90 FEET (4) THENCE NORTH 89°53'16" EAST 386.00 FEET (5) THENCE NORTH 44°53'05" EAST 9.90 FEET (6) THENCE NORTH 89°53'16" EAST 1563.70 FEET (7) THENCE SOUTH 78°48'08" EAST 101.98 FEET (8) THENCE NORTH 89°53'16" EAST 210.00

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

LEGAL DESCRIPTION

EXHIBIT B

Parcel 17  
Denver Country Club

(c) City shall complete all aspects of the improvements within three months of the date of this Agreement except for those portions of the improvements which involve the planting of spring annuals, however, such limitation shall in no way affect the duty of City to restore to its present condition any of the existing landscaping removed or destroyed in the construction process;

(b) Any and all modifications to the plans and specifications of the improvements which DCC deems to be a deviation from such plans and specifications, including without limitation deviations in design, materials, and location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(a) Grantee shall construct the pedestrian walkway and bicycle path in strict conformance with the drawings and specifications attached hereto as Exhibit A and made a part hereof (the "Improvements"), and at no time in the future shall City make any additions to the Improvements, nor construct or cause to be constructed upon the Property any additional structure, advertisement, landscaping or other improvement without obtaining the prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

B. Restrictions. Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):

A. Limitations on Use. Grantee acknowledges and agrees that grantor is selling the property to grantee for grantee's use so long as the property is used as a nonmotorized pedestrian walkway and bicycle path, and any other use whatsoever which grantor in its sole discretion deems inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the property shall revert back to grantor, its successors and assigns.

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C

12 Parcel



H. Governing Law. This Deed shall be construed and enforced in accordance with the applicable laws of the State of Colorado. If any provision hereof is declared invalid by any court of competent jurisdiction, the remainder of this Deed shall continue in full force and effect.

G. Severability. If any provision of this Deed shall be held invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

F. Binding Agreement. This Deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Restrictions in this Deed shall be construed as covenants running with the Property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented and to have agreed to every restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the Property.

E. No Oral Amendment or Modifications. No amendments, waivers, modifications or terminations of the terms and provisions contained in this Deed, and no approvals, consents or waivers by grantor under this Deed shall be binding unless in writing and executed by the party to be bound thereby. No such modification, amendment, waiver, termination or extension shall be effective unless and until a proper instrument in writing has been executed and recorded in the real property records of the Clerk and Recorder of the City and County of Denver.

received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

PARCER 14

W. F. Waters  
Notary Public

My commission expires: 3/11/92

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1991, by Stephen L. Waters as President of the Denver Country Club.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER )  
ss. )

PARCEL 42



PHASE II  
LEASE

LEGAL DESCRIPTION

EXHIBIT A

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

Commencing at the East Quarter corner of said Section 11, from which the center quarter corner of said Section 11 bears S 89° 52' 13" W, thence along the East-West center quarter line of said Section 11, also being the 30.00 foot Range line of 1st Avenue S 89° 52' 13" W, a distance of 2065.03 feet to a point of intersection with the centerline of Gilpin Street; thence along said centerline extended S 00° 04' 11" E, a distance of 97.00 feet to a point of intersection with the southerly line of a parcel of land described and recorded at Book 997 on Page 173, June 13, 1975, in the office of the Clerk and Recorder of the City and County of Denver, also being the POINT OF BEGINNING; thence along southerly line N 89° 52' 13" E, a distance of 57.00 feet; thence S 44° 52' 13" W, a distance of 8.49 feet; thence S 89° 52' 13" W, a distance of 102.00 feet; thence N 45° 07' 47" W, a distance of 8.49 feet to a point on said southerly line; thence along said southerly line N 89° 52' 13" E, a distance of 57.00 feet to the POINT OF BEGINNING.

Said parcel contains 648 square feet, more or less.

BASIS OF BEARING: The line between the East Quarter corner and the center quarter corner of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian bears S 89° 52' 13" W, as determined by a solar observation, for a distance of 2641.35 feet. The East Quarter corner is a 3 1/4" brass cap in a range box, stamped "CEI LS #23047". The center quarter corner is a 3 1/4" brass cap in a range box, stamped "DWD LS 16398 1986."

A PART OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND A PART OF THE SOUTHEAST ONE QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

EXHIBIT B

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11, A DISTANCE OF 192.05 FEET; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SOUTH UNIVERSITY BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING AND SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF MOORE ESTATES; THENCE NORTH 56°22'33" WEST ALONG SAID BOUNDARY LINE 161.69 FEET; THENCE NORTH 68°48'53" WEST ALONG SAID BOUNDARY LINE 306.00 FEET; THENCE NORTH 66°54'23" WEST ALONG THE NORTH BOUNDARY LINE OF SAID MOORE ESTATES AND ALONG THE NORTH BOUNDARY LINE OF THE UNOFFICIAL PBG OF STRAWBERRY HILL 407.91 FEET TO THE NORTHEAST CORNER OF MOREY HILL PBG; THENCE ALONG THE FOLLOWING FIVE COURSES ON THE NORTH BOUNDARY LINE OF SAID MOREY HILL PBG (1) THENCE NORTH 52°32'34" WEST 211.50 FEET TO A POINT OF CURVE (2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.32 FEET, A CENTRAL ANGLE OF 73°20'03" AND AN ARC LENGTH OF 46.49 FEET (3) THENCE ON AN ANGLE TO THE RIGHT OF 92°05'37" AND NORTH 33°47'00" WEST 29.00 FEET (4) THENCE NORTH 71°23'00" WEST 183.67 FEET (5) THENCE NORTH 89°57'00" WEST ALONG THE NORTH LINE OF SAID MOREY HILL PBG AND ALONG THE NORTH LINE OF WOODHILL SUBDIVISION 723.53 FEET TO A POINT ON THE CENTERLINE OF VACATED WILLIAMS STREET; THENCE NORTH 0°07'29" WEST ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED NORTHERLY 524.37 FEET; THENCE SOUTH 89°57'56" WEST 436.63 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF VACATED BAYAUD AVENUE; THENCE NORTH 0°02'04" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST 201.25 FEET; THENCE NORTH 0°03'37" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BAYAUD AVENUE 30.00 FEET; THENCE SOUTH 89°52'54" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE 1195.21 FEET TO A POINT OF CURVE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 0°12'33" AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.49 FEET, A CENTRAL ANGLE OF 89°48'48" AND AN ARC LENGTH OF 33.69 FEET TO A POINT OF TANGENT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY; THENCE NORTH 0°05'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY 1174.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE ALONG THE FOLLOWING NINE COURSES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE (1) THENCE NORTH 89°52'46" EAST 1217.38 FEET (2) THENCE NORTH 89°53'16" EAST 276.66 FEET (3) THENCE SOUTH 45°06'44" EAST 9.90 FEET (4) THENCE NORTH 89°53'16" EAST 386.00 FEET (5) THENCE NORTH 44°53'05" EAST 9.90 FEET (6) THENCE NORTH 89°53'16" EAST 1563.70 FEET (7) THENCE SOUTH 78°48'08" EAST 101.98 FEET (8) THENCE NORTH 89°53'16" EAST 210.00

Parcel 12  
Denver Country Club

FEET (9) THENCE SOUTH 56.25'20" EAST 72.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE ALONG THE FOLLOWING THREE COURSES ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD (1) THENCE DUE SOUTH 1169.89 FEET (2) THENCE SOUTH 89.57'56" WEST 20.00 FEET (3) THENCE DUE SOUTH 1128.24 FEET TO THE POINT OF BEGINNING CONTAINING 139.271 ACRES.

*Parcel 14  
Dewey County, GA*

(c) City shall complete all aspects of the Improvements within three months of the date of this Agreement except for those portions of the Improvements which involve the planting of spring annuals, however, such limitation shall in no way affect the duty of City to restore to its present condition any of the existing landscaping removed or destroyed in the construction process;

(b) Any and all modifications to the plans and specifications of the Improvements which DCC deems to be a deviation from such plans and specifications, including without limitation deviations in design, materials, and location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(a) Grantee shall construct the pedestrian walkway and bicycle path in strict conformance with the drawings and specifications attached hereto as Exhibit A and made a part hereof (the "Improvements"), and at no time in the future shall City make any additions to the Improvements, nor construct or cause to be constructed upon the Property any additional structure, advertisement, landscaping or other improvement without obtaining the prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

B. Restrictions. Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):

A. Limitations on Use. Grantee acknowledges and agrees that grantor is selling the Property to grantee for grantee's use so long as the Property is used as a nonmotorized pedestrian walkway and bicycle path, and any other use whatsoever which grantor in its sole discretion deems inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the Property shall revert back to grantor, its successors and assigns.

(Attached to and forming a part of the Agreement dated at October 16, 1991, between The Denver Country Club and The City and County of Denver)

COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C

PARCEL 12

D. Notices. All notices and requests for approval as required herein shall be in writing, signed by the party giving the same, and shall be deemed properly given and

grantee. No failure by grantor to insist upon the strict performance of any covenant, condition or restriction contained in this Deed, no failure by grantor to exercise any right of remedy under this Deed, shall constitute a waiver of any covenant, condition or restriction, or a waiver of any such right or remedy, or a waiver of any such default by

private, shall be applicable against every such result. and every remedy allowed by law or in equity, either public or part is hereby declared to be and to constitute a nuisance, Restriction contained in this Deed is violated in whole or in every action or omission whereby any covenant, condition or recover actual damages for said violation. The results of doing so, to cause said violation to be remedied, or to conditions or restrictions to enjoy or prevent them from attempting to violate any of the foregoing covenants, grantee or the person or persons who have violated or are to prosecute a proceeding at law or in equity against the the event of Default by grantee, grantor shall have the right all covenants, conditions or restrictions in this Deed. In shall exist if grantee breaches or fails to comply with any or c. Default and Enforcement. A "Default by grantee"

rubbish, snow and ice. Improvements and all portions of the property free of paper, the general liability of the foregoing, grantee shall keep the applicable laws, ordinances and regulations. Without limiting condition, order and repair, and in compliance with all maintain or cause to be maintained the property in first-class (f) After the date of this Deed, grantee shall

and estimation, and city shall pay for any and all such repairs; as deemed to be sufficient by DCC in its reasonable property to its condition prior to the damage or destruction, by city of the improvements sufficient to return the DCC occurring as a direct or indirect result of the construction damage or destruction to any portion of the DCC Property (e) city shall immediately repair any and all

gress; Avenue and Gilpin Street for the purpose of ingress and Property through the entrance of the DCC Property at first construction of the improvements maintain access to the DCC (d) city shall at all times during the

PARCEL 17

H. Governing Law. This Deed shall be construed and enforced in accordance with the applicable laws of the State of Colorado. If any provision hereof is declared invalid by any court of competent jurisdiction, the remainder of this Deed shall continue in full force and effect.

G. Severability. If any provision of this Deed shall be held invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

F. Binding Agreement. This Deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Restrictions in this Deed shall be construed as covenants running with the property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the property is and shall be conclusively deemed to have consented and to have agreed to every restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the property.

E. No Oral Amendment or Modifications. No amendments, waivers, modifications or terminations of the terms and provisions contained in this Deed, and no approvals, consents or waivers by grantor under this Deed shall be binding unless in writing and executed by the party to be bound thereby. No such modification, amendment, waiver, termination or extension shall be effective unless and until a proper instrument in writing has been executed and recorded in the real property records of the Clerk and Recorder of the city and County of Denver.

received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

*Handwritten signature or initials*

2-20-70:

RODOLPH M. KATZ,

CITY ATTORNEY'S OFFICE

Room 333 CITY AND COUNTY BLDG.

DENVER, CO.

Parcel 17

16398 1986." Corner is a 3 1/4" brass cap in a range box, stamped "DWD LS in a range box, stamped "CEI LS #23047". The Center Quarter 2641.35 feet. The East Quarter Corner is a 3 1/4" brass cap 13" W, as determined by a solar observation, for a distance of Range 68 West of the 6th Principle Meridian bears S 89. 52' and the Center Quarter corner of Section 11, Township 4 South, BASIS OF BEARING: The line between the East Quarter corner and the East Quarter corner contains 648 square feet, more or less.

Said parcel contains 648 square feet, more or less. 52' 13" E, a distance of 57.00 feet to the POINT OF BEGINNING. said southerly line; thence along said southerly line N 89. 8.49 feet; thence N 45. 07' 47" W, a distance of 8.49 feet to a point on distance of 57.00 feet; thence S 44. 52' 13" W, a distance of BEGINNING; thence along said southerly line N 89. 52' 13" E, a the City and County of Denver, also being the POINT OF 173, June 13, 1975, in the office of the Clerk and Recorder of of a parcel of land described and recorded at Book 997 on Page 97.00 feet to a point of intersection with the southerly line along said centerline extended S 00. 04' 11" E, a distance of of intersection with the centerline of Gilpin Street; thence Avenue S 89. 52' 13" W, a distance of 2065.03 feet to a point said Section 11, also being the 30.00 foot Range Line of 1st 52' 13" W, thence along the East-West Center Quarter Line of which the Center Quarter corner of said Section 11 bears S 89. Commencing at the East Quarter corner of said Section 11, from That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

LEGAL DESCRIPTION

EXHIBIT A

Parcel 14

Parcel 12



A PART OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND A PART OF THE SOUTHEAST ONE QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

EXHIBIT B

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11, A DISTANCE OF 192.05 FEET; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SOUTH UNIVERSITY BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING AND SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF MOORE ESTATES; THENCE NORTH 56°22'33" WEST ALONG SAID BOUNDARY LINE 161.69 FEET; THENCE NORTH 68°48'53" WEST ALONG SAID NORTH BOUNDARY LINE 306.00 FEET; THENCE NORTH 66°54'23" WEST ALONG THE NORTH BOUNDARY LINE OF SAID MOORE ESTATES AND ALONG THE NORTH BOUNDARY LINE OF THE UNOFFICIAL PBG OF STRAWBERRY HILL 407.91 FEET TO THE NORTHEAST CORNER OF MOREY HILL PBG; THENCE ALONG THE FOLLOWING FIVE COURSES ON THE NORTH BOUNDARY LINE OF SAID MOREY HILL PBG (1) THENCE NORTH 52°32'34" WEST 211.50 FEET TO A POINT OF CURVE (2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.32 FEET, A CENTRAL ANGLE OF 73°20'03" AND AN ARC LENGTH OF 46.49 FEET (3) THENCE ON AN ANGLE TO THE RIGHT OF 92°05'37" AND NORTH 33°47'00" WEST 29.00 FEET (4) THENCE NORTH 71°23'00" WEST 183.67 FEET (5) THENCE NORTH 89°57'00" WEST ALONG THE NORTH LINE OF SAID MOREY HILL PBG AND ALONG THE NORTH LINE OF WOODHILL SUBDIVISION 723.53 FEET TO A POINT ON THE CENTERLINE OF VACATED WILLIAMS STREET; THENCE NORTH 0°07'29" WEST ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED NORTHERLY 524.37 FEET; THENCE SOUTH 89°57'56" WEST 436.63 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF VACATED BAYAUD AVENUE; THENCE NORTH 0°02'04" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST 201.25 FEET; THENCE NORTH 0°03'31" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89°57'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BAYAUD AVENUE 30.00 FEET; THENCE SOUTH 89°52'54" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE 1195.21 FEET TO A POINT OF CURVE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 0°12'33" AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.49 FEET, A CENTRAL ANGLE OF 89°48'48" AND AN ARC LENGTH OF 33.69 FEET TO A POINT OF TANGENT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY; THENCE NORTH 0°05'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY 1174.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE ALONG THE FOLLOWING NINE COURSES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE (1) THENCE NORTH 89°52'46" EAST 1217.38 FEET (2) THENCE NORTH 89°53'16" EAST 276.66 FEET (3) THENCE SOUTH 45°06'44" EAST 9.90 FEET (4) THENCE NORTH 89°53'16" EAST 386.00 FEET (5) THENCE NORTH 44°53'05" EAST 9.90 FEET (6) THENCE NORTH 89°53'16" EAST 1563.70 FEET (7) THENCE SOUTH 78°48'08" EAST 101.98 FEET (8) THENCE NORTH 89°53'16" EAST 210.00

Denver Country Club

Parcel 17

FEET (9) THENCE SOUTH 56.25'20" EAST 72.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE ALONG THE FOLLOWING THREE COURSES ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD (1) THENCE DUE SOUTH 1169.89 FEET (2) THENCE SOUTH 89.57'56" WEST 20.00 FEET (3) THENCE DUE SOUTH 1128.24 FEET TO THE POINT OF BEGINNING CONTAINING 139.271 ACRES.

PARCEL 12

Improvements within three months of the date of this Agreement except for those portions of the improvements which involve the planting of spring annuals, however, such limitation shall in no way affect the duty of City to restore to its present condition any of the existing landscaping removed or destroyed in the construction process;

(c) City shall complete all aspects of the request for approval; and which shall be provided within two weeks of City's written request for approval; location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld deviation from such plans and specifications, including specifications of the improvements which DCC deems to be a deviation from such plans and specifications, including without limitation deviations in design, materials, and location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(b) Any and all modifications to the plans and specifications of the improvements which DCC deems to be a deviation from such plans and specifications, including without limitation deviations in design, materials, and location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(a) grantee shall construct the pedestrian walkway and bicycle path in strict conformance with the drawings and specifications attached hereto as Exhibit A and made a part hereof (the "Improvements"), and at no time in the future shall City make any additions to the Improvements, nor construct or cause to be constructed upon the property any additional structure, advertisement, landscaping or other improvement without obtaining the prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

B. Restrictions. Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):  
A. Limitations on Use. Grantee acknowledges and agrees that grantor is selling the property to grantee for use so long as the property is used as a nonmotorized pedestrian walkway and bicycle path, and any other use whatsoever which grantor in its sole discretion deems inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the property shall revert back to grantor, its successors and assigns.

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT C

PARCEL 12

D. Notices. All notices and requests for approval as required herein shall be in writing, signed by the party giving the same, and shall be deemed properly given and

grantee. No failure by grantor to insist upon the strict performance of any covenant, condition or Restriction contained in this Deed, no failure by grantor to exercise any right of remedy under this Deed, shall constitute a waiver of any covenant, condition or Restriction, or a waiver of any such right or remedy, or a waiver of any such default by

private, shall be applicable against every such result. and every remedy allowed by law or in equity, either public or private, is hereby declared to be and to constitute a nuisance, Restriction contained in this Deed is violated in whole or in part, every action or omission whereby any covenant, condition or Restriction contained in this Deed is violated, or to recover actual damages for said violation. The results of doing so, to cause said violation to be remedied, or to conditions or Restrictions to enjoy or prevent them from attempting to violate any of the foregoing covenants, grantee or the person or persons who have violated or are to prosecute a proceeding at law or in equity against the event of default by grantee, grantor shall have the right all covenants, conditions or Restrictions in this Deed. In shall exist if grantee breaches or fails to comply with any or C. Default and Enforcement. A "Default by grantee"

shall exist if grantee breaches or fails to comply with any or all covenants, conditions or Restrictions in this Deed. In the event of default by grantee, grantor shall have the right to prosecute a proceeding at law or in equity against the grantee or the person or persons who have violated or are attempting to violate any of the foregoing covenants, conditions or Restrictions to enjoy or prevent them from doing so, to cause said violation to be remedied, or to recover actual damages for said violation. The results of every action or omission whereby any covenant, condition or Restriction contained in this Deed is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity, either public or private, shall be applicable against every such result.

(f) After the date of this Deed, grantee shall maintain or cause to be maintained the Property in first-class condition, order and repair, and in compliance with all applicable laws, ordinances and regulations. Without limiting the generality of the foregoing, grantee shall keep the Improvements and all portions of the Property free of paper, rubbish, snow and ice.

(e) City shall immediately repair any and all damage or destruction to any portion of the DCC Property occurring as a direct or indirect result of the construction by City of the Improvements sufficient to return the DCC Property to its condition prior to the damage or destruction, as deemed to be sufficient by DCC in its reasonable estimation, and City shall pay for any and all such repairs; and

(d) City shall at all times during the construction of the Improvements maintain access to the DCC Property through the entrance of the DCC Property at First Avenue and Gildin Street for the purpose of ingress and egress;

9/11/22

received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

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PARCEL 12

201701

ROBERT M. HELL

CITY ATTORNEY'S OFFICE

Room 333 City Hall Bldg

DENVER, CO

Parcel 17

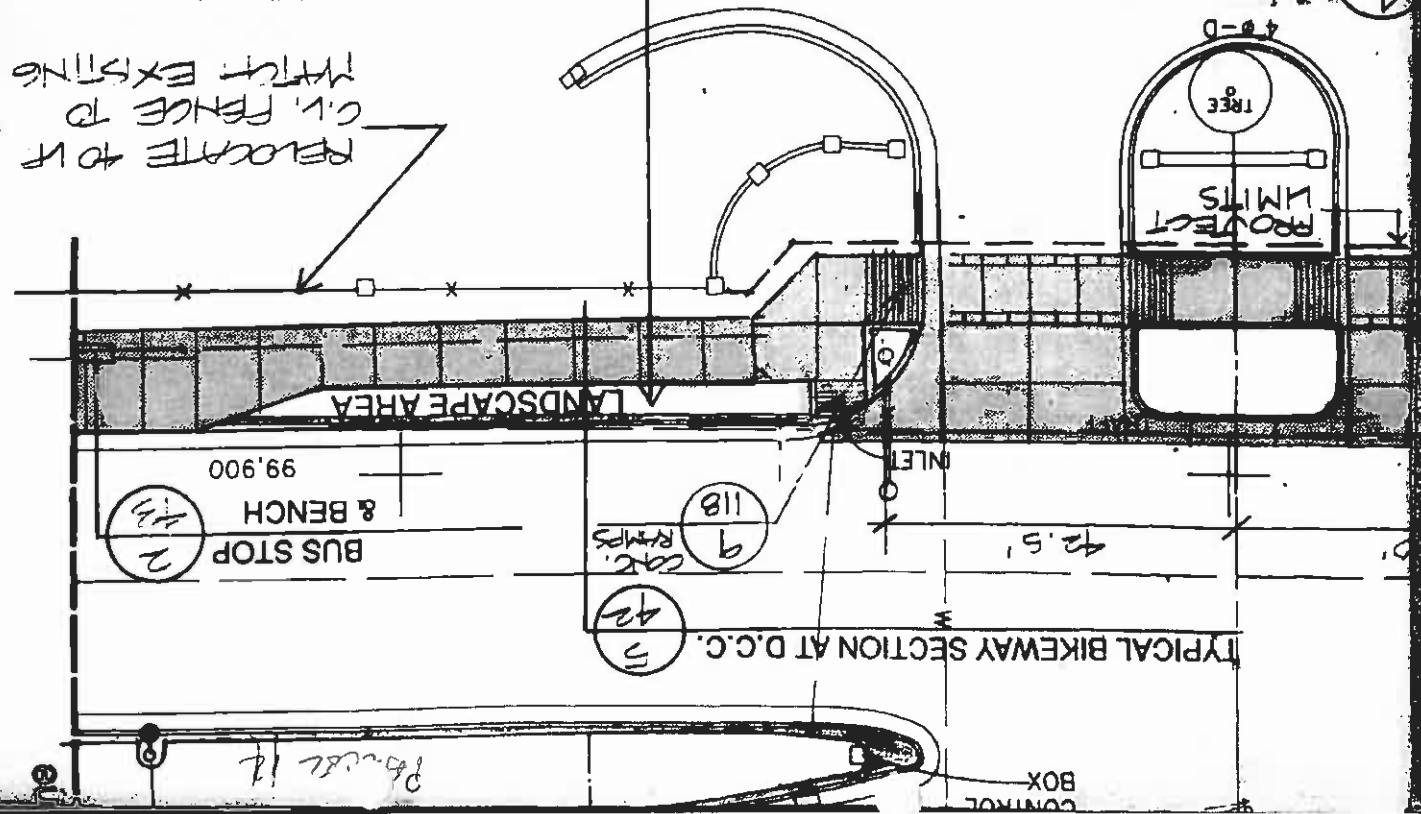
DATE	3-12-91	SCALE	AS SHOWN	DRAWN BY	CHECKED BY	SHEET NO 21	OF 127 SHEETS	L4
NO.		DATE						
NAME								

# 1ST AVE/SPEER BLVD IMPROVEMENTS LAYOUT & MATERIALS PLAN 1ST AVE. & FRANKLIN ST.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING AGENCY

CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
1-800-922-1987  
OR 534-6700 IN METRO DENVER  
CALL 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.

EXHIBIT A  
(Attached to and forming a part  
of the Special Warranty Deed from  
The Denver Country Club to the  
City and County of Denver dated  
October, 1991)



Metrol

TRAFF

INLET

112

87

42

CONC. RAMPS

118

24" W

24" W

12" Ø-D

12" Ø-D

TREE

TREE

CONC. SIDEWALK 100.000

5' CONC BLOCK FENCE

2" Ø-C

TREE

4' WROUGHT IRON FENCE

6" Ø-D

TREE

FOOT PATH

GILPIN ST.

14" Ø-D

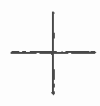
TREE

REFER TO ROADWAY & STORM SEWER PLANS SHEETS 37, 116 & 117

45

GILPIN ST. ENTRY FEATURE REFER

100,100



98,400



98,500

March 17



Stephen L. Waters  
President

By:

DENVER COUNTRY CLUB

GRANTOR:

SIGNED this 28th day of October, 1991.

OS

GRANTEE TAKES THE PROPERTY SUBJECT TO THE COVENANTS, conditions and restrictions set forth in Exhibit C and recordation of this Deed shall constitute the agreement by Grantee to be bound by and to comply with these covenants, conditions and restrictions.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, grantor hereby sells and conveys to grantee the real property located in the City and County of Denver, State of Colorado, further described on Exhibit A attached hereto and made a part hereof (the "Property"), with all its appurtenances, for so long as the Property is used solely as a bus stop and any other use whatsoever which is inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the Property shall revert back to grantor, its successors or assigns. Grantor warrants title to the Property against all persons claiming under the grantor subject to the following: (1) real property taxes and assessments for the year 1991 payable in 1992; and (2) the covenants, conditions and restrictions set forth on Exhibit B attached hereto and made a part hereof which affect the DCC Property, described in Exhibit C attached hereto and made a part hereof.

THIS DEED, dated this 28th day of October, 1991, is given by The Denver Country Club, whose address is first Avenue at Gilpin Street, Denver, Colorado 80218 ("Grantor") to the City and County of Denver, whose address is 1437 Bannock Street, Room 137, Denver, Colorado 80202 ("Grantee").

(With a Possibility of Reverter)

SPECIAL WARRANTY DEED

R-91-0106227 10/29/1991 11:22 AM 1/17  
ARIE P. TAYLOR - DENVER COUNTY 85.00

*10/29/91*

*1-17*

Notary Public  
*W. F. [Signature]*

My commission expires: 3/1/92

Witness my hand and official seal.

The foregoing instrument was acknowledged before me <sup>28th</sup> day of October, 1991, by Stephen L. Waters as President of the Denver Country Club.

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER )  
ss. )

*Process 10*

12-4-91 PC

SE 42

Stephen L. Waters  
President

BY:

DENVER COUNTRY CLUB

GRANTOR:

SIGNED this 28th day of October, 1991.

OS

GRANTEE TAKES THE PROPERTY SUBJECT TO the covenants, conditions and restrictions set forth in Exhibit C and recordation of this Deed shall constitute the agreement by Grantee to be bound by and to comply with these covenants, conditions and restrictions.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby sells and conveys the real property located in the City and County of Denver, State of Colorado, further described on Exhibit A attached hereto and made a part hereof (the "Property"), with all its appurtenances, for so long as the Property is used solely as a bus stop and any other use whatsoever which is inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the Property shall revert back to Grantor, its successors or assigns. Grantor warrants title to the Property against all persons claiming under the grantor subject to the following: (1) real property taxes and assessments for the year 1991 payable in 1992; and (2) the covenants, conditions and restrictions set forth on Exhibit B attached hereto and made a part hereof which affect the DCC Property, described in Exhibit C attached hereto and made a part hereof.

THIS DEED, dated this 28th day of October, 1991, is given by The Denver Country Club, whose address is First Avenue at Gilpin Street, Denver, Colorado 80218 ("Grantor") to the City and County of Denver, whose address is 1437 Bannock Street, Room 137, Denver, Colorado 80202 ("Grantee").

(With a possibility of Reverter)

SPECIAL WARRANTY DEED

R-91-0106945 10/30/1991 3:17 PM 1 / 8  
ARIE P. TAYLOR - DENVER COUNTY 0.00

PAID 13

21185

126-91

BUS STOP - U 1-AVE.

Notary Public

*John F. ...*

My commission expires: 3/11/92

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 28th day of October, 1991, by Stephen L. Waters as President of the Denver Country Club.

STATE OF COLORADO  
)  
) CITY AND COUNTY OF DENVER  
) ss.  
)

*21486*

21486

BASIS OF BEARING: The line between the East Quarter Corner and the Center Quarter Corner of Section 11, Township 4 South, Range 68 West of the 6th Principle Meridian bears S 89° 52' 13" W, as determined by a solar observation, for a distance of 2641.35 feet. The East Quarter Corner is a 3 1/4" brass cap in a range box, stamped "CBI LS #23047". The Center Quarter Corner is a 3 1/4" brass cap in a range box, stamped "DWD LS 16398 1986."

Said parcel contains square 332 feet, more or less. 52' 13" W, a distance of 50.99 feet to the POINT OF BEGINNING. thence S 00° 04' 11" E, a distance of 7.00 feet; thence S 89° parcel; thence N 89° 52' 13" E, a distance of 44.00 feet; a distance of 9.90 feet to the northeast corner of said thence along the easterly line of said parcel N 44° 52' 13" E, corner of said parcel, also being the POINT OF BEGINNING; 89° 52' 13" E, a distance of 93.01 feet to the southeast City and County of Denver, thence along southerly line N June 13, 1975, in the office of the Clerk and Recorder of the parcel of land described and recorded at Book 997 on Page 173, 97.00 feet to a point of intersection with the south line of along said centerline extended S 00° 04' 11" E, a distance of of intersection with the centerline of Gilpin Street; thence Avenue S 89° 52' 13" W, a distance of 2065.03 feet to a point said Section 11, also being the 30.00 foot Range Line of 1st which the Center Quarter Corner of said Section 11 bears S 89° 52' 13" W, thence along the East-West Center Quarter Line of Commencing at the East Quarter Corner of said Section 11, from

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

LEGAL DESCRIPTION

EXHIBIT A

*Legal*

(c) City shall complete all aspects of the Improvements within three months of the date of this Agreement except for those portions of the Improvements which involve the planting of spring annuals, however, such limitation shall in no way affect the duty of City to restore to its present condition any of the existing landscaping removed or destroyed in the construction process;

(b) Any and all modifications to the plans and specifications of the Improvements which DCC deems to be a deviation from such plans and specifications, including location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(a) Grantee shall construct the bus stop in strict conformance with the drawings and specifications attached hereto as Exhibit A and made a part hereof (the "Improvements"), and at no time in the future shall City make any additions to the Improvements, nor construct or cause to be constructed upon the Property any additional structure, advertisement, landscaping or other improvement without obtaining the prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

B. Restrictions. Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):

A. Limitations on Use. Grantee acknowledges and agrees that grantor is selling the Property to grantee for Grantee's use so long as the Property is used as a bus stop, and any other use whatsoever which grantor in its sole discretion deems inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the Property shall revert back to grantor, its successors and assigns.

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B

RECEIVED

01188

D. Notices. All notices and requests for approval as required herein shall be in writing, signed by the party giving the same, and shall be deemed properly given and

No failure by grantor to insist upon the strict performance of any covenant, condition or restriction contained in this Deed, no failure by grantor to exercise any right of remedy under this Deed, shall constitute a waiver of any covenant, condition or restriction, or a waiver of any such right or remedy, or a waiver of any such Default by grantee.

C. Default and Enforcement. A "Default by grantee" shall exist if grantee breaches or fails to comply with any or all covenants, conditions or restrictions in this Deed. In the event of default by grantee, grantor shall have the right to prosecute a proceeding at law or in equity against the grantee or the person or persons who have violated or are attempting to violate any of the foregoing covenants, conditions or restrictions to enjoin or prevent them from doing so, to cause said violation to be remedied, or to recover actual damages for said violation. The results of every action or omission whereby any covenant, condition or restriction contained in this Deed is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity, either public or private, shall be applicable against every such result.

(f) After the date of this Deed, grantee shall maintain or cause to be maintained the Property in first-class condition, order and repair, and in compliance with all applicable laws, ordinances and regulations. Without limiting the generality of the foregoing, grantee shall keep the improvements and all portions of the Property free of paper, rubbish, snow and ice (collectively, "Restrictions").

(e) City shall immediately repair any and all damage or destruction to any portion of the DCC Property occurring as a direct or indirect result of the construction by City of the improvements sufficient to return the DCC Property to its condition prior to the damage or destruction, as deemed to be sufficient by DCC in its reasonable estimation, and City shall pay for any and all such repairs; and

(d) City shall at all times during the construction of the Improvements maintain access to the DCC Property through the entrance of the DCC Property at first Avenue and Gilpin Street for the purpose of ingress and egress;

Parcel 18  
21459

H. Governing Law. This Deed shall be construed and enforced in accordance with the applicable laws of the State of Colorado. If any provision hereof is declared invalid by any court of competent jurisdiction, the remainder of this Deed shall continue in full force and effect.

G. Severability. If any provision of this Deed shall be held invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

F. Binding Agreement. This Deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Restrictions in this Deed shall be construed as covenants running with the property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the property is and shall be conclusively deemed to have consented and to have agreed to every restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the property.

E. No Oral Amendment or Modifications. No amendments, waivers, modifications or terminations of the terms and provisions contained in this Deed, and no approvals, consents or waivers by grantor under this Deed shall be binding unless in writing and executed by the party to be bound thereby. No such modification, amendment, waiver, termination or extension shall be effective unless and until a proper instrument in writing has been executed and recorded in the real property records of the Clerk and Recorder of the City and County of Denver.

received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

Parcel 13



COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11, A DISTANCE OF 192.05 FEET; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SOUTH UNIVERSITY BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING AND SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF MOORE ESTATES; THENCE NORTH 56.22'33" WEST ALONG SAID BOUNDARY LINE 161.69 FEET; THENCE NORTH 68.48'53" WEST ALONG SAID NORTH BOUNDARY LINE 306.00 FEET; THENCE NORTH 66.54'23" WEST ALONG THE NORTH BOUNDARY LINE OF SAID MOORE ESTATES AND ALONG THE NORTH BOUNDARY LINE OF THE UNOFFICIAL PBG OF STRAWBERRY HILL 407.91 FEET TO THE NORTHEAST CORNER OF MOREY HILL PBG; THENCE ALONG THE FOLLOWING FIVE COURSES ON THE NORTH BOUNDARY LINE OF SAID MOREY HILL PBG (1) THENCE NORTH 52.32'34" WEST 211.50 FEET TO A POINT OF CURVE (2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.32 FEET, A CENTRAL ANGLE OF 73.20'03" AND AN ARC LENGTH OF 46.49 FEET (3) THENCE ON AN ANGLE TO THE RIGHT OF 92.05'37" AND NORTH 33.47'00" WEST 29.00 FEET (4) THENCE NORTH 71.23'00" WEST 183.67 FEET (5) THENCE NORTH 89.57'00" WEST ALONG THE NORTH LINE OF SAID MOREY HILL PBG AND ALONG THE NORTH LINE OF WOODHILL SUBDIVISION 723.53 FEET TO A POINT ON THE CENTERLINE OF VACATED WILLIAMS STREET; THENCE NORTH 0.07'29" WEST ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED NORTHERLY 524.37 FEET; THENCE SOUTH 89.57'56" WEST 436.63 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF VACATED BAYAUD AVENUE; THENCE NORTH 0.02'04" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89.57'56" WEST 201.25 FEET; THENCE NORTH 0.03'11" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89.57'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BAYAUD AVENUE 30.00 FEET; THENCE SOUTH 89.52'54" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE 1195.21 FEET TO A POINT OF CURVE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 0.12'33" AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.49 FEET, A CENTRAL ANGLE OF 89.48'48" AND AN ARC LENGTH OF 33.69 FEET TO A POINT OF

A PART OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND A PART OF THE SOUTHEAST ONE QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The city and county of Denver)

LEGAL DESCRIPTION

EXHIBIT C

*Country Club*

*Parcel 13*

AKFD/AV7 bus stop

TANGENT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY; THENCE NORTH 0°05'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY 1174.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE ALONG THE FOLLOWING NINE COURSES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE (1) THENCE NORTH 89°52'46" EAST 1217.38 FEET (2) THENCE NORTH 89°53'16" EAST 276.66 FEET (3) THENCE SOUTH 45°06'44" EAST 9.90 FEET (4) THENCE NORTH 89°53'16" EAST 386.00 FEET (5) THENCE NORTH 44°53'05" EAST 9.90 FEET (6) THENCE NORTH 89°53'16" EAST 1563.70 FEET (7) THENCE SOUTH 78°48'08" EAST 101.98 FEET (8) THENCE NORTH 89°53'16" EAST 210.00 FEET (9) THENCE SOUTH 56°25'20" EAST 72.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE ALONG THE FOLLOWING THREE COURSES ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD (1) THENCE DUE SOUTH 1169.89 FEET (2) THENCE SOUTH 89°57'56" WEST 20.00 FEET (3) THENCE DUE SOUTH 1128.24 FEET TO THE POINT OF BEGINNING CONTAINING 139.271 ACRES.

Parcel 13

21402

16398 1986." Corner is a 3 1/4" brass cap in a range box, stamped "DMD IS in a range box, stamped "CRI IS #23047". The center quarter 2641.35 feet. The East quarter corner is a 3 1/4" brass cap 13" W, as determined by a solar observation, for a distance of Range 68 West of the 6th Principle Meridian bears S 89. 52' and the center quarter corner of Section 11, Township 4 South, BASIS OF BEARING: The line between the East quarter corner

Said parcel contains square 332 feet, more or less.

52' 13" W, a distance of 50.99 feet to the POINT OF BEGINNING. thence S 00. 04' 11" E, a distance of 7.00 feet; thence S 89. parcel; thence N 89. 52' 13" E, a distance of 44.00 feet; a distance of 9.90 feet to the northeast corner of said thence along the easterly line of said parcel N 44. 52' 13" E, corner of said parcel, also being the POINT OF BEGINNING; 89. 52' 13" E, a distance of 93.01 feet to the southeast City and County of Denver, thence along said southerly line N June 13, 1975, in the office of the Clerk and Recorder of the parcel of land described and recorded at Book 997 on Page 173, 97.00 feet to a point of intersection with the south line of along said centerline extended S 00. 04' 11" E, a distance of of intersection with the centerline of Gilpin Street; thence Avenue S 89. 52' 13" W, a distance of 2065.03 feet to a point said Section 11, also being the 30.00 foot Range line of 1st 52' 13" W, thence along the East-West Center Quarter line of which the center quarter corner of said Section 11 bears S 89. Commencing at the East quarter corner of said Section 11, from

That part of the NW 1/4 of the SE 1/4 of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, more particularly described as follows:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

LEGAL DESCRIPTION

EXHIBIT A

Parcel 13

(c) City shall complete all aspects of the improvements within three months of the date of this Agreement except for those portions of the improvements which involve the planting of spring annuals, however, such limitation shall in no way affect the duty of City to restore to its present condition any of the existing landscaping removed or destroyed in the construction process;

(b) Any and all modifications to the plans and specifications of the improvements which DCC deems to be a deviation from such plans and specifications, including location, shall be permitted only by prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

(a) Grantee shall construct the bus stop in strict conformance with the drawings and specifications attached hereto as Exhibit A and made a part hereof (the "Improvements"), and at no time in the future shall City make any additions to the improvements, nor construct or cause to be constructed upon the property any additional structure, advertisement, landscaping or other improvement without obtaining the prior written approval from DCC, which approval shall not be unreasonably withheld and which shall be provided within two weeks of City's written request for approval;

B. Restrictions. Grantee covenants and agrees to the following restrictions (collectively, the "Restrictions"):

A. Limitations on Use. Grantee acknowledges and agrees that grantor is selling the property to grantee for grantee's use so long as the property is used as a bus stop, and any other use whatsoever which grantor in its sole discretion deems inconsistent with that use shall be deemed to be a discontinuance of such use, and immediately upon the discontinuance of such use, title to the property shall revert back to grantor, its successors and assigns.

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

COVENANTS, CONDITIONS AND RESTRICTIONS

EXHIBIT B

PARCEL 13

D. Notices. All notices and requests for approval as required herein shall be in writing, signed by the party giving the same, and shall be deemed properly given and

Grantee. No failure by grantor to insist upon the strict performance of any covenant, condition or restriction contained in this Deed, no failure by grantor to exercise any right of remedy under this Deed, shall constitute a waiver of any covenant, condition or restriction, or a waiver of any such right or remedy, or a waiver of any such Default by private, shall be applicable against every such result.

and every remedy allowed by law or in equity, either public or private, shall be applicable against every such result. Restriction contained in this Deed is violated in whole or in part is hereby declared to be and to constitute a nuisance, every action or omission whereby any covenant, condition or restriction contained in this Deed is violated, or to do so, to cause said violation to be remedied, or to recover actual damages for said violation. The results of conditions or restrictions to enjoy or prevent them from attempting to violate any of the foregoing covenants, grantee or the person or persons who have violated or are to prosecute a proceeding at law or in equity against the event of Default by grantee, grantor shall have the right all covenants, conditions or restrictions in this Deed. In shall exist if grantee breaches or fails to comply with any or C. Default and Enforcement. A "Default by grantee"

shall exist if grantee breaches or fails to comply with any or all covenants, conditions or restrictions in this Deed. In the event of Default by grantee, grantor shall have the right to prosecute a proceeding at law or in equity against the grantee or the person or persons who have violated or are attempting to violate any of the foregoing covenants, conditions or restrictions to enjoy or prevent them from doing so, to cause said violation to be remedied, or to recover actual damages for said violation. The results of every action or omission whereby any covenant, condition or restriction contained in this Deed is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity, either public or private, shall be applicable against every such result.

(f) After the date of this Deed, grantee shall maintain or cause to be maintained the property in first-class condition, order and repair, and in compliance with all applicable laws, ordinances and regulations. Without limiting the generality of the foregoing, grantee shall keep the improvements and all portions of the property free of paper, rubbish, snow and ice (collectively, "Restrictions").

(e) City shall immediately repair any and all damage or destruction to any portion of the DCC Property occurring as a direct or indirect result of the construction by City of the improvements sufficient to return the DCC Property to its condition prior to the damage or destruction, as deemed to be sufficient by DCC in its reasonable estimation, and city shall pay for any and all such repairs; and Avenue and Gilpin Street for the purpose of ingress and egress;

(d) City shall at all times during the construction of the improvements maintain access to the DCC Property through the entrance of the DCC Property at First Avenue and Gilpin Street for the purpose of ingress and egress;

*Approved*

H. Governing Law. This Deed shall be construed and enforced in accordance with the applicable laws of the state of Colorado. If any provision hereof is declared invalid by any court of competent jurisdiction, the remainder of this Deed shall continue in full force and effect.

G. Severability. If any provision of this Deed shall be held invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Deed, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

F. Binding Agreement. This Deed shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The Restrictions in this Deed shall be construed as covenants running with the property, and every person who now or hereafter owns or acquires any right, title, estate or interest in or to the Property is and shall be conclusively deemed to have consented and to have agreed to every restriction contained in this Deed, whether or not any reference to the Restrictions is contained in the instrument by which such person acquires an interest in the property.

E. No Oral Amendment or Modifications. No amendments, waivers, modifications or terminations of the terms and provisions contained in this Deed, and no approvals, consents or waivers by grantor under this Deed shall be binding unless in writing and executed by the party to be bound thereby. No such modification, amendment, waiver, termination or extension shall be effective unless and until a proper instrument in writing has been executed and recorded in the real property records of the Clerk and Recorder of the City and County of Denver.

received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice, at the address set forth for the party in the first paragraph of this Deed, or at such other address as either party may notify the other of in writing.

*Prayer*

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11; THENCE DUE NORTH ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 11, A DISTANCE OF 192.05 FEET; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SOUTH UNIVERSITY BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING AND SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF MOORE ESTATES; THENCE NORTH 56.22'33" WEST ALONG SAID BOUNDARY LINE 161.69 FEET; THENCE NORTH 68.48'53" WEST ALONG SAID NORTH BOUNDARY LINE 306.00 FEET; THENCE NORTH 66.54'23" WEST ALONG THE NORTH BOUNDARY LINE OF SAID MOORE ESTATES AND ALONG THE NORTH BOUNDARY LINE OF THE UNOFFICIAL PBG OF STRAWBERRY HILL 407.91 FEET TO THE NORTHEAST CORNER OF MOREY HILL PBG; THENCE ALONG THE FOLLOWING FIVE COURSES ON THE NORTH BOUNDARY LINE OF SAID MOREY HILL PBG (1) THENCE NORTH 52.32'34" WEST 211.50 FEET TO A POINT OF CURVE (2) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.32 FEET, A CENTRAL ANGLE OF 73.20'03" AND AN ARC LENGTH OF 46.49 FEET (3) THENCE ON AN ANGLE TO THE RIGHT OF 92.05'37" AND NORTH 33.47'00" WEST 29.00 FEET (4) THENCE NORTH 71.23'00" WEST 183.67 FEET (5) THENCE NORTH 89.57'00" WEST ALONG THE NORTH LINE OF SAID MOREY HILL PBG AND ALONG THE NORTH LINE OF WOODHILL SUBDIVISION 723.53 FEET TO A POINT ON THE CENTERLINE OF VACATED WILLIAMS STREET; THENCE NORTH 0.07'29" WEST ALONG SAID CENTERLINE AND SAID CENTERLINE EXTENDED NORTHERLY 524.37 FEET; THENCE SOUTH 89.57'56" WEST 436.63 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF VACATED BAYAUD AVENUE; THENCE NORTH 0.02'04" WEST 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89.57'56" WEST 201.25 FEET; THENCE NORTH 0.03'11" WEST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE; THENCE SOUTH 89.57'56" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF BAYAUD AVENUE 30.00 FEET; THENCE SOUTH 89.52'54" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BAYAUD AVENUE 1195.21 FEET TO A POINT OF CURVE; THENCE ON A DEFLECTION ANGLE TO THE RIGHT OF 0.12'33" AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.49 FEET, A CENTRAL ANGLE OF 89.48'48" AND AN ARC LENGTH OF 33.69 FEET TO A POINT OF

A PART OF THE NORTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND A PART OF THE SOUTHEAST ONE QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(Attached to and forming a part of the Agreement dated at of October 16, 1991, between The Denver Country Club and The City and County of Denver)

LEGAL DESCRIPTION

EXHIBIT C

*PARCEL 12*

AXPD/V17 bus stop

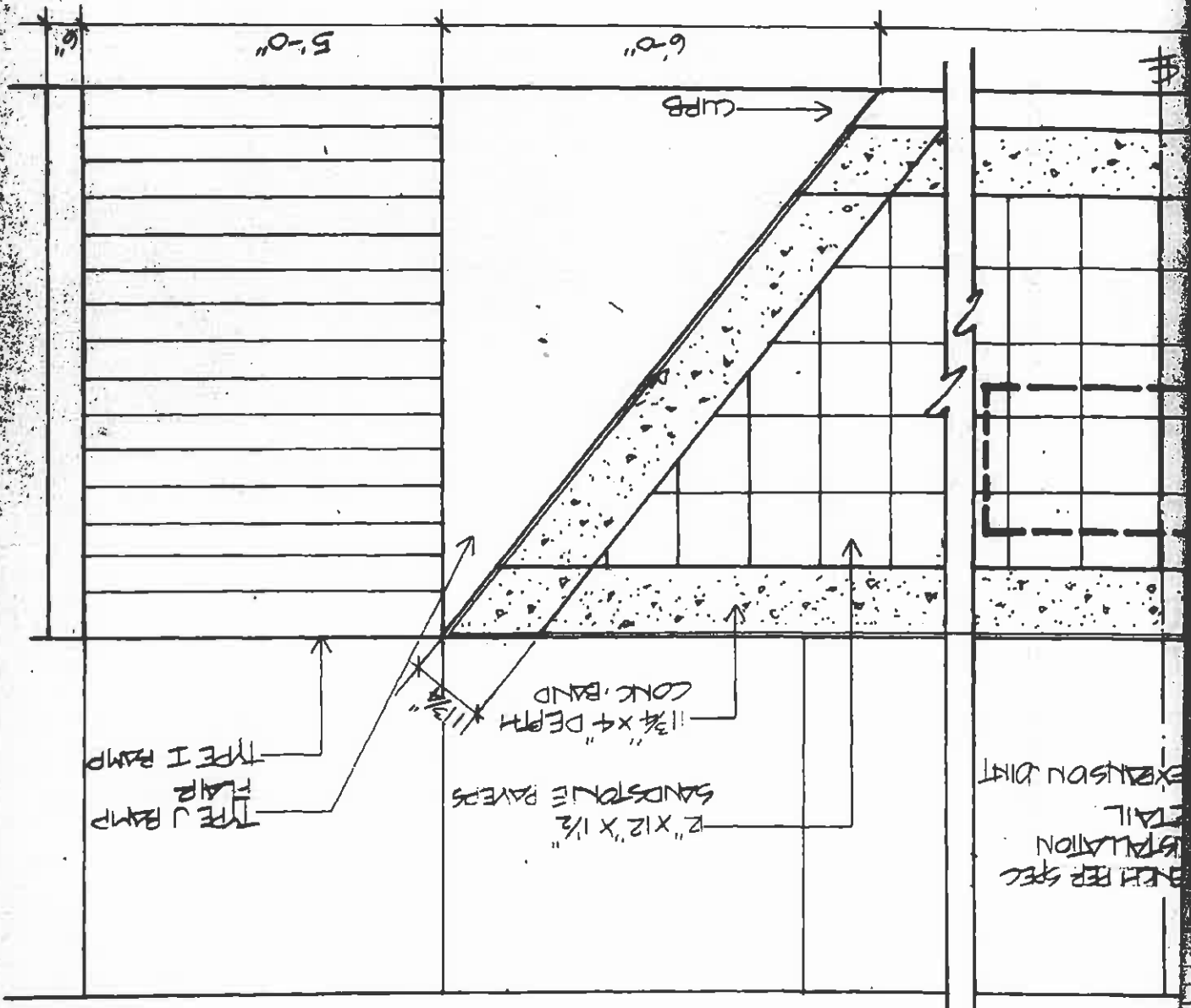
TANGENT, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY; THENCE NORTH 0.05'45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF DOWNING STREET PARKWAY 1174.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1ST AVENUE; THENCE ALONG THE FOLLOWING NINE COURSES ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 1ST AVENUE (1) THENCE NORTH 89.52'46" EAST 1217.38 FEET (2) THENCE NORTH 89.53'16" EAST 276.66 FEET (3) THENCE SOUTH 45.06'44" EAST 9.90 FEET (4) THENCE NORTH 89.53'16" EAST 386.00 FEET (5) THENCE NORTH 44.53'05" EAST 9.90 FEET (6) THENCE NORTH 89.53'16" EAST 1563.70 FEET (7) THENCE SOUTH 78.48'08" EAST 101.98 FEET (8) THENCE NORTH 89.53'16" EAST 210.00 FEET (9) THENCE SOUTH 56.25'20" EAST 72.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD; THENCE ALONG THE FOLLOWING THREE COURSES ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH UNIVERSITY BOULEVARD (1) THENCE DUE SOUTH 1169.89 FEET (2) THENCE SOUTH 89.57'56" WEST 20.00 FEET (3) THENCE DUE SOUTH 1128.24 FEET TO THE POINT OF BEGINNING CONTAINING 139.271 ACRES.

PAGE 2 113

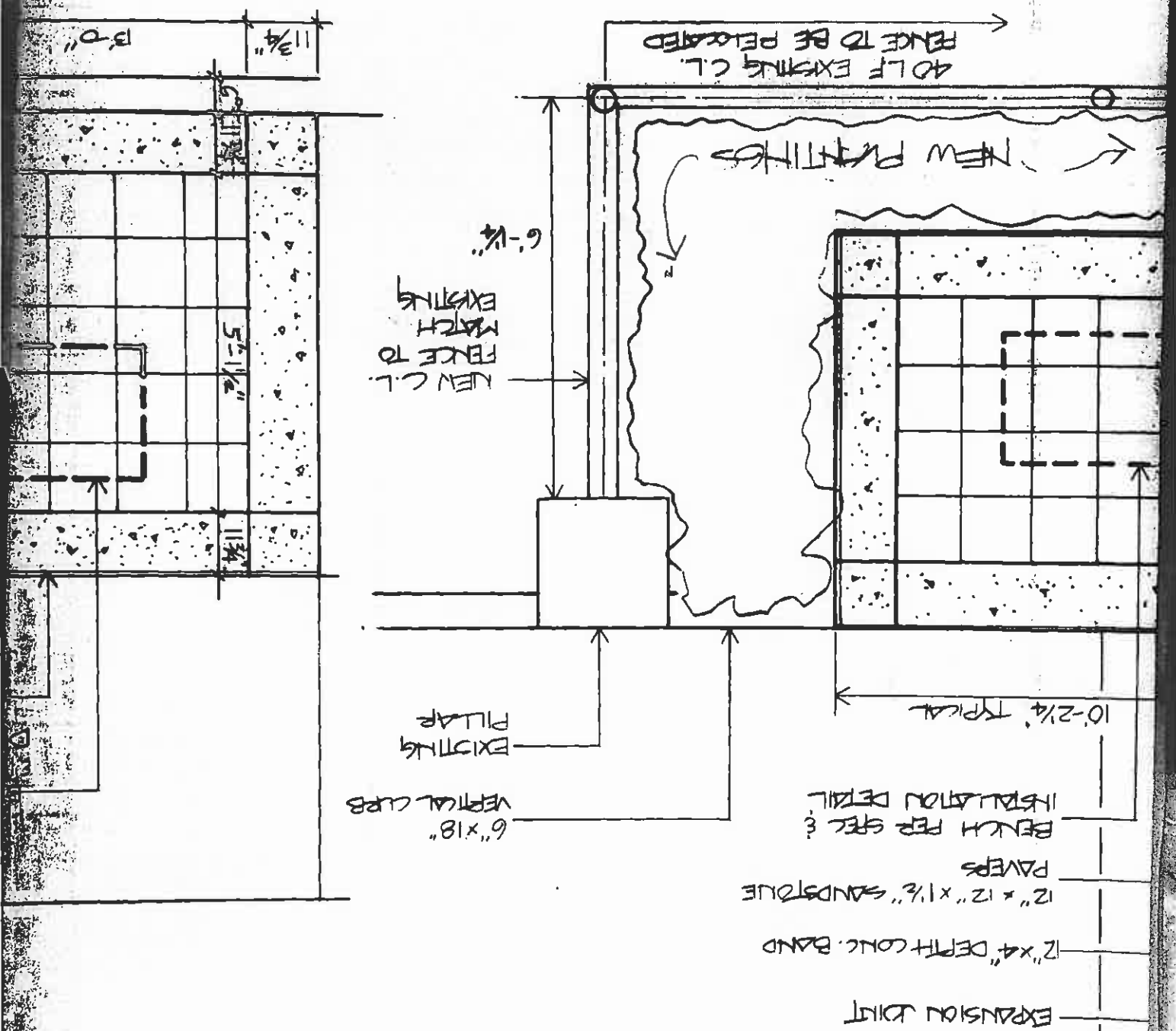




# TYPICAL BUS STOP LAYOUT POST & VINE = 1'-0"



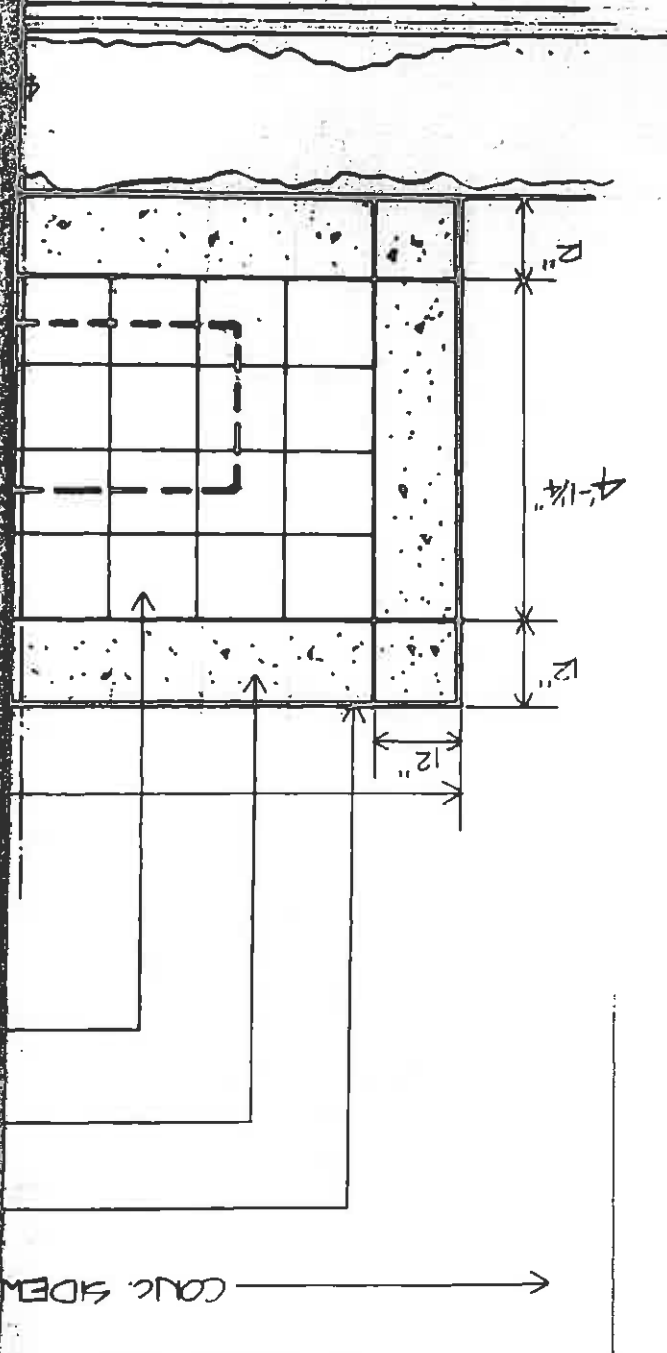
Prepared by



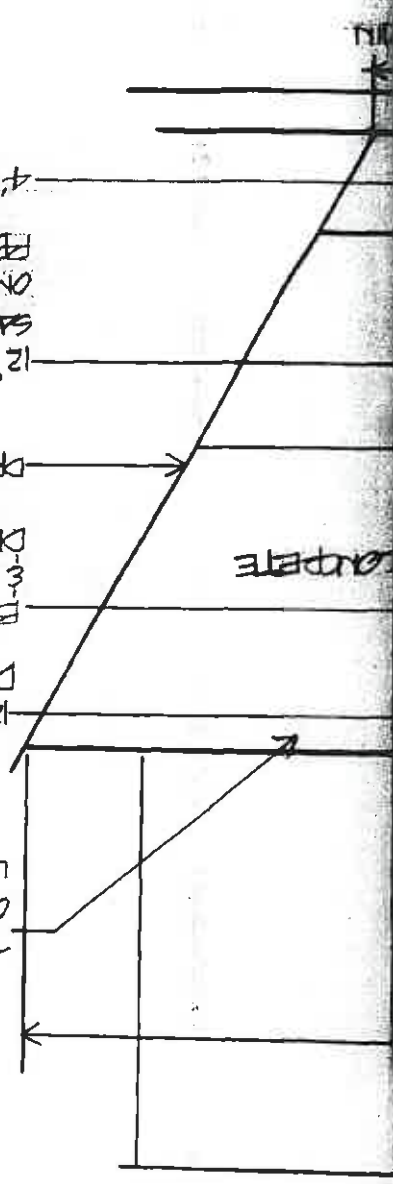
ARCHITECT



2 BUS PAD LAYO (3) 1/2" = 1'-0"



4" DEPTH CONC. BAND  
 REBAR  
 ON CONC. BASE  
 SANDSTONE PAVEMENT  
 12" x 12" x 1/2" REB  
 DRIVEWAY EDGE  
 DETAIL  
 & INSTALLATION  
 EACH REB STR.  
 DEPTH CONC. BAND  
 12" WIDE x 4"  
 THIS CONDITION  
 ONLY EXISTS AT  
 UNIVERSITY/GAMPD



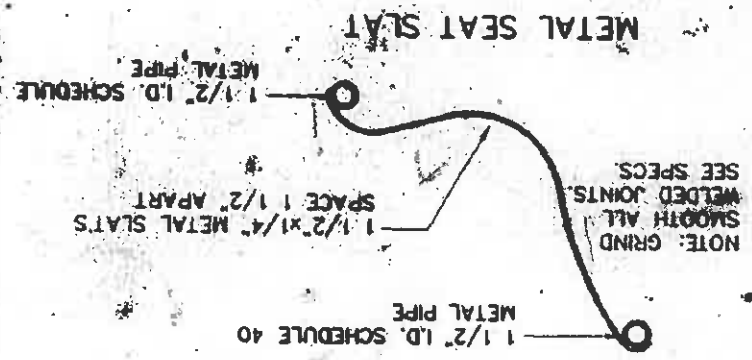
REBAR 1/2"

5  
43

TYPICAL METAL

NOTE: BENCHES TO MATCH FEDERAL BENCHES TO BE 5'-0" LENGTH

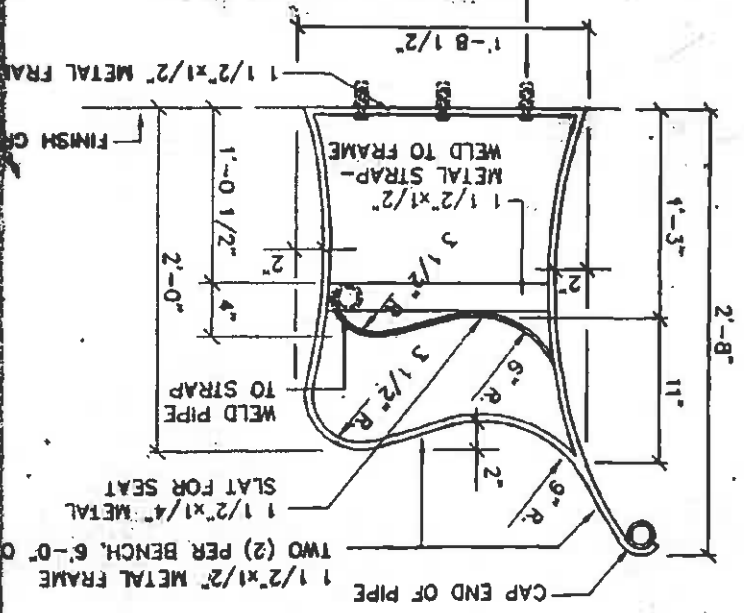
CURBS & ROWLINE



NOTE: GRIND SMOOTH ALL WELDED JOINTS. SEE SPECS.

METAL FRAME AND STRAP

THREE (3) 6"x3/8" LAG BOLTS PER EACH FRAME



BENCH PER SPEC. & INSTALLATION DETAIL

12" x 12" x 1/2" RED SANDSTONE PAVEN ON CON. BASE REFER

10 3/4" WIDE x 4" DEPTH CONG. BAND

EXPANSION JOINT

Final 13

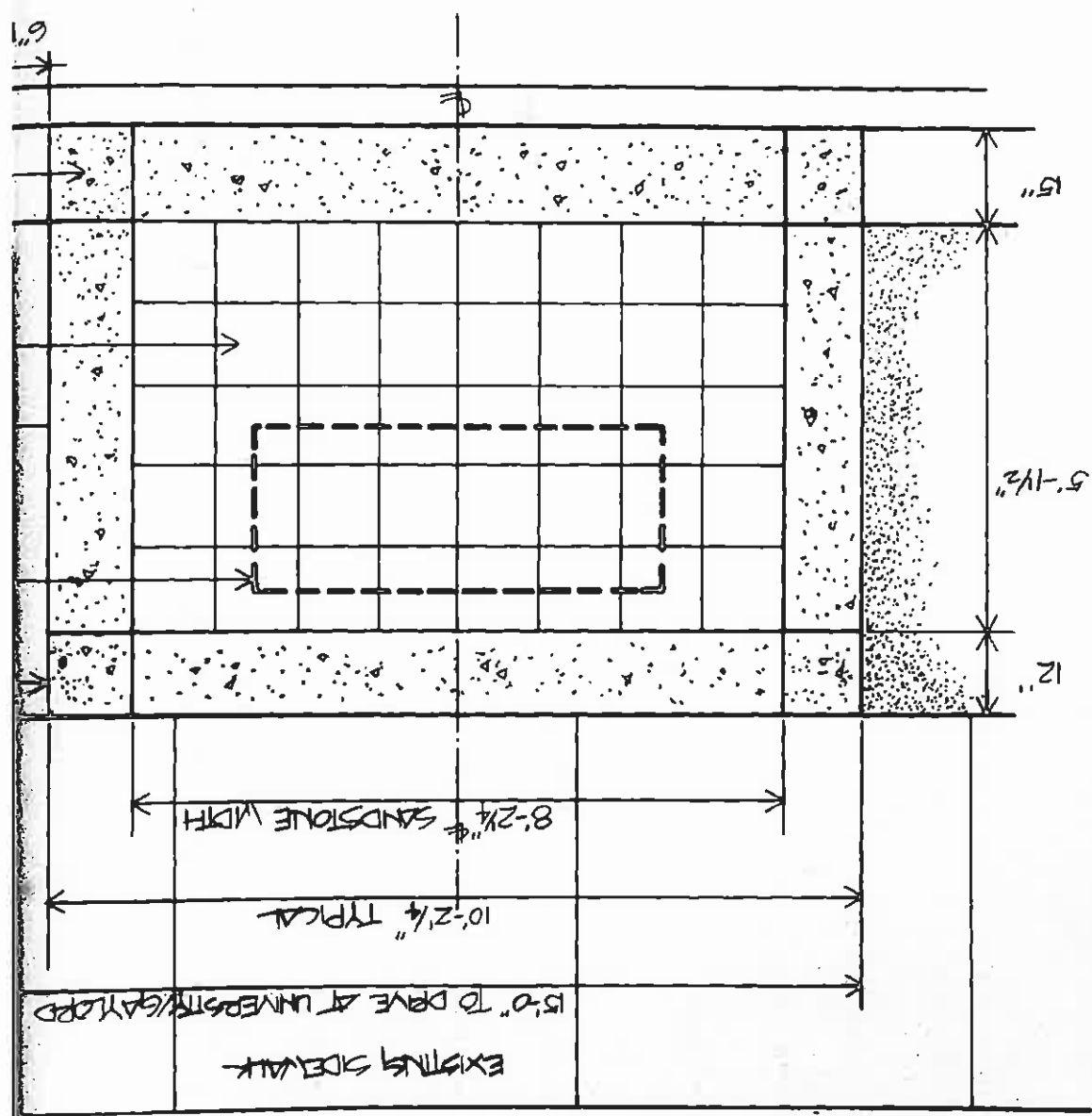
Parcel 13

1/2" = 1'-0"



# TYPICAL BUS PAD LAYOUT

UNIVERSITY & GAYLORD/SPEER & L



6"

15"

5'-1 1/2"

12"

8'-2 1/4" SANDSTONE WIDTH

10'-2 1/4" TYPICAL

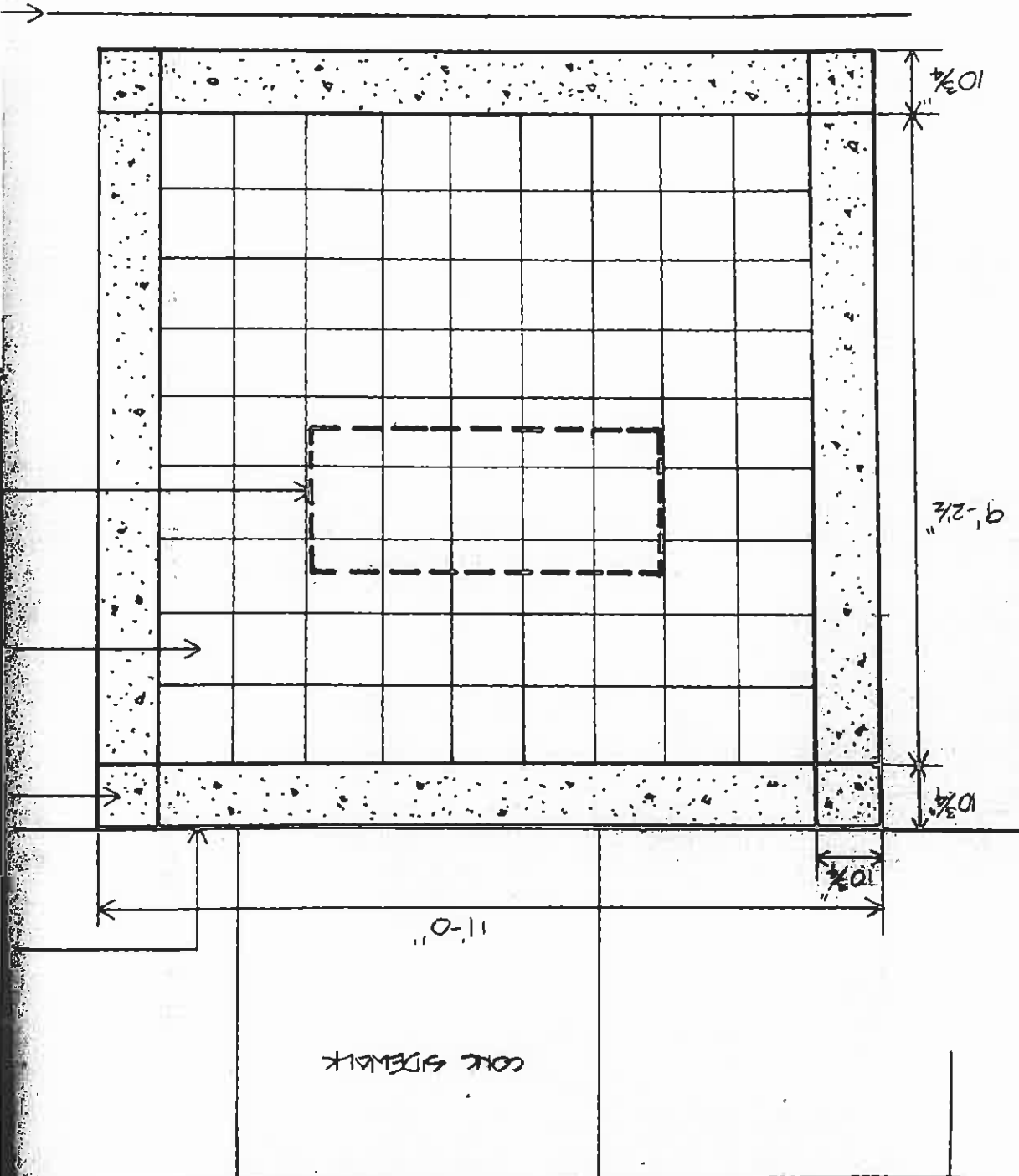
15'-0" TO DRIVE AT UNIVERSITY/GAYLORD

EXISTING SIDEWALK

12

PARCEL 17

DOWNING PLACE ISLAND BUS PAD  $\frac{4}{3}$  1/2" = 1'-0"



17



(Attached to and forming a part of the Special Warranty Deed from The Denver Country Club to the City and County of Denver dated October , 1991)

Sheet 2 of 4

EXHIBIT A

ITEM 44.2

SITE FURNISHINGS

DESCRIPTION

44.21

Provide all equipment and materials, and do all work necessary to furnish and install all site furnishings specified herein, complete and in place as indicated on the Drawings and specified herein including:

- Benches
- Leaning Rail

44.21.1

REFERENCES:

The BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT and applicable parts of DIVISION 1 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

44.21.2

RELATED WORK:

Concrete: Item 12.1

A

Flagstone Paving: Item 12.6

B

Paving: Item 60.1

C

44.21.3

LAYOUT:

All locations, as shown on the Drawings, shall be verified and staked by the Contractor; for acceptance of improvements for geometry, and approval by the Engineer with formwork in place for adjacent flatwork.

A

44.21.4

PROTECTION:

All finished surfaces shall be adequately protected during pouring, installing and finishing operations.

A

FIRST AVENUE/PEER BOULEVARD IMPROVEMENTS

ITEM 44.2-1

SITE FURNISHINGS

EXHIBIT A

44.2.1.5 DELIVERY, HANDLING, STORAGE:

A. All site furniture described herein shall be delivered from the manufacturer as designated and accepted and stored by the Contractor until time of installation. The materials shall be stored in a manner to prevent any undue or harmful conditions. The Contractor is responsible for delivering undamaged components to the site. All storage and protection of components is the Contractor's responsibility.

44.2.1.6 QUALITY ASSURANCE:

A. Site furniture and all components and hardware will be per the specifications and manufacturer's quality control standards at time of installation.

B. All site furniture will be installed per the Drawings and manufacturer's recommendations. All installations shall be straight, true, plumb and level. The Contractor will notify the Engineer of any discrepancies in installation technique or product standards.

C. The Engineer reserves the right to reject any product component at time of delivery or post installation as outlined in these specifications or as noted in the Drawings.

44.22 MATERIALS

44.2.2.1 Bench:

1. Ornamental iron bench shall be 5' in length and as detailed; prefabricated models may be substituted - Timberform 2806, 5'-2" length; Canterbury 805 Bowers Bench or equal.

2. Leaning rail shall be Timberform Pipeleaner 2180-6 or equal.

44.2.3 CONSTRUCTION REQUIREMENTS

44.2.3.1 INSTALLATION:

A. Installation of all site furnishings, as designated herein, shall be per manufacturer's specifications.

B. Orientation and placement of all site furnishings shall be staked by the Contractor and approved by the Engineer.

EXHIBIT A

FIRST AVENUE/SPEER BOULEVARD IMPROVEMENTS

ITEM 44.2-2

(Attached to and forming a part of the Special Warranty Deed from The Denver Country Club to the City and County of Denver dated October , 1991)

PARCEL 13

SITE FURNISHINGS

ITEM 44-2-3

FIRST AVENUE/SPEER  
BOULEVARD IMPROVEMENTS

Sheet 4 of 4

(Attached to and forming a part  
of the Special Warranty Deed from  
The Denver Country Club to the  
City and County of Denver dated  
October , 1991)

EXHIBIT A

END OF SECTION

The method of measurement and basis for payment shall be per the contract unit  
price for each site furnishing as designated in the Bid Form, unless otherwise  
noted as an incidental to other work. All materials, labor, equipment, paint and  
finish, complete, in place are included.

A.

METHOD OF MEASUREMENT AND BASIS FOR PAYMENT

44.2.4

PARCEL 13

Two parcels of land located in the Northwest 1/4 of Section 11, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

Parcel 17

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 12th of May 1926 in Book 3498 Page 547 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That portion of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> P.M. described as follows, to-wit: Commencing at the intersection of the South line of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of said Section 11 and the West line of York Street (Formerly County Road No. 64); thence West on said South line 547.5 feet, more or less, to the East line of Country Club Annex, Amended (Block 2); thence North on said East line 30 feet; thence East parallel to said South line 547.62 feet more or less, to an intersection with the West line of said York Street, and thence South on said West line 30 feet to the point of beginning.

Parcel 18

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 12th of May 1926 in Book 3498 Page 549 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That portion of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> P.M. described as follows, to-wit: Commencing at the Southwest corner of Southeast one-quarter (SE1/4) of Northeast one-quarter (NE1/4) of said Section 11; thence East on the South line of Northeast one-quarter (NE1/4) of said section, 147.95 feet, more or less to the West line of Race Street, as described in Warranty Deed from Lawrence C. Phipps to the City and County of Denver, dated May 10, 1920, thence North on said West line 30 feet; thence West parallel with said South line to the West line of Southeast one-quarter (SE1/4) of Northeast one-quarter (NE1/4) of said Section 11; thence South 30 feet to the point of beginning.

Three parcels of land located in the South Half 1/2 of Section 11, Township 4 South, Range 68 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado.

Parcel 19

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 10th of June 1908 in Book 1947 Page 569 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

A strip of land thirty (30) feet in width off the north side of the South East quarter and the North East quarter of the South West quarter of Section number Eleven (11), Township Four (4) South of Range Sixty-eight (68) West, which strip of land is more particularly described as follows, to-wit: Beginning at the North East corner the South East quarter of said Section Eleven (11), thence westerly Thirty nine Hundred Sixty (3960) feet more or

less along the East and West centerline of said Section Eleven (11) to the North West corner of the North East quarter of said Section Eleven thence Southerly along the West line of said North East quarter of said Section Eleven (11) a distance of Thirty (30) feet, thence easterly on a line parallel with the East and West center line of Section Eleven (11) a distance of Thirty nine Hundred and Sixty (3960) feet more or less to the East line of said Section Eleven thence northerly along the East line of said Section Eleven, a distance of Thirty feet to the place of beginning.

Parcel 20

A parcel of land conveyed to the City & County of Denver by Warranty Deed, recorded on the 17th of December 1956 in Book 7974 Page 528 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

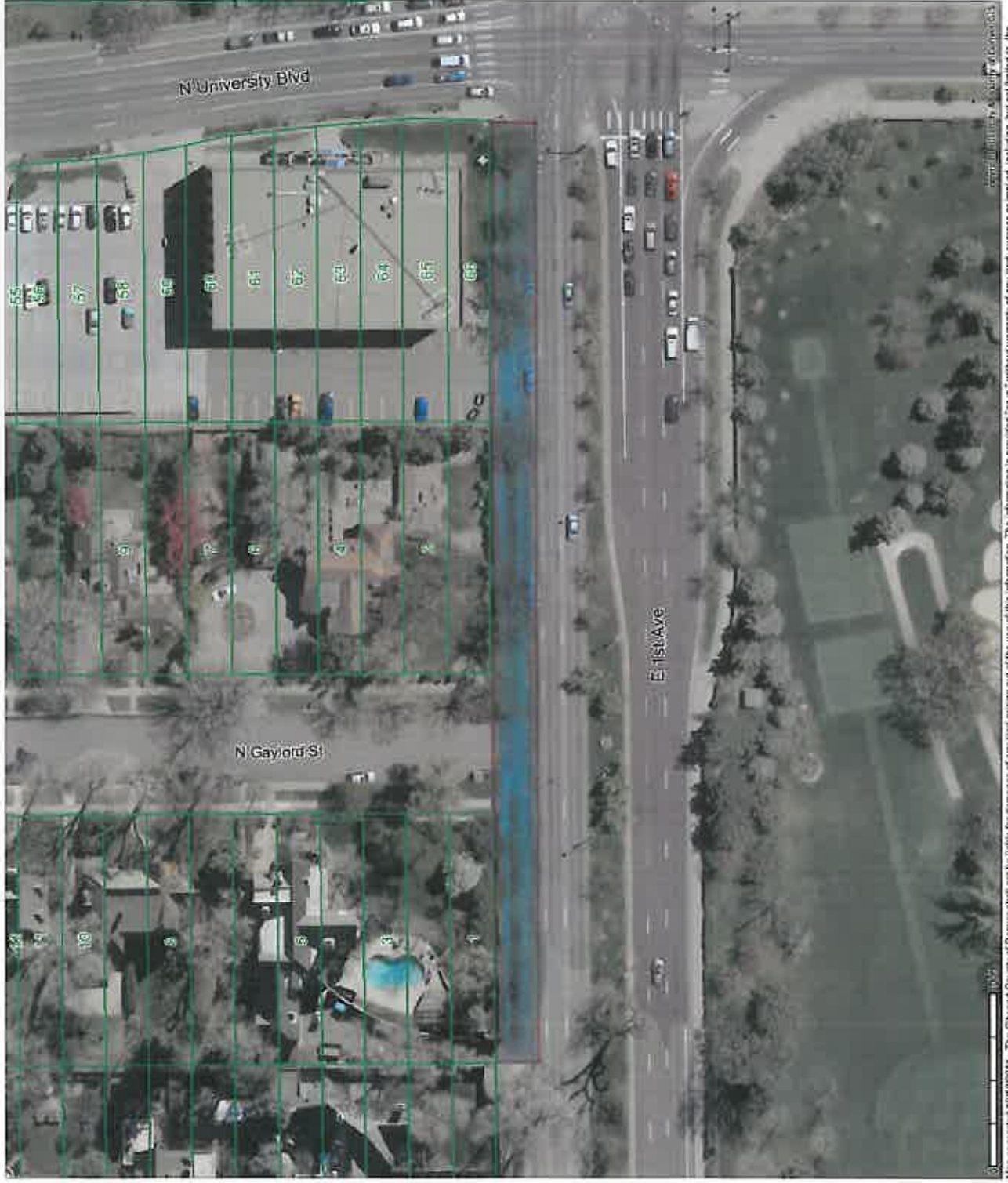
That part of the NE-1/4 of SW-1/4 and the SE-1/4 of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> P.M., described as follows: Beginning at a point 30 feet south of and 95 feet east of the northwest corner of said NE-1/4 of SW-1/4 of Section 11, thence south 105 feet on line parallel to the west line of said NE-1/4 of SW-1/4; thence northeasterly to a point 145 feet east of the west line and 90 feet south of the north line of aforesaid NE-1/4 of SW-1/4; thence east on a line parallel to and 90 feet south of said north line and north line of SE-1/4 of said Section 11 to a point 400 feet west of the east line of said SE-1/4; thence southeasterly to a point 300 feet west of the east line and 110 feet south of the north line of said SE-1/4; thence on a line parallel to said north line to a point 90 feet west of the east line of said SE-1/4; thence southeasterly to a point 30 feet west of the east line and 150 feet south of the north line of said SE-1/4; thence north on a line parallel to said east line to a point 70 feet south of the said north line; thence northwesterly to a point 30 feet south of said north line and 85 feet west of the east line of said SE-1/4; thence west on a line parallel to the said north line to the place of beginning.

Parcel 21

A parcel of land conveyed to the City & County of Denver by Quit Claim Deed, recorded on the 29th of August 1936 in Book 4978 Page 632 in the City and County of Denver Clerk & Recorder's Office being more particularly described as follows.

That part of the northeast quarter (NE1/4) of the southeast quarter of Section 11, Township 4 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, described as follows, to-wit: Commencing at a point of intersection of the west line of University Boulevard with the South line of First Avenue, said point being 30 feet South and 30 feet west of the east quarter corner of said Section 11; thence west and parallel with north line of southeast quarter of said Section a distance of 55 feet; thence southeasterly on a straight line to a point on the west line of University Boulevard, distance 40 feet south of the point of beginning; thence north 40 feet to the point of beginning.

# 1st Ave Parcel 17



- Street Centerline
- Denver County (Boundary)
- Lots/Blocks (Base Map)
- 2010 Color
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 10/18/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 2 18



- Street Centerline
- Denver County (Boundary)
- Lots/Blocks (Base Map)
- 2010 Color
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

Map generated 10/18/2011 - The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. The information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, the fitness for a particular use. This is not a legal document.

# 1st Ave Parcel 3 19

- Street Centerline
- Denver County (Boundary)
- City Engineer 1/4 Section Index
- Lots/Blocks (Base Map)
- 2010 Color
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County



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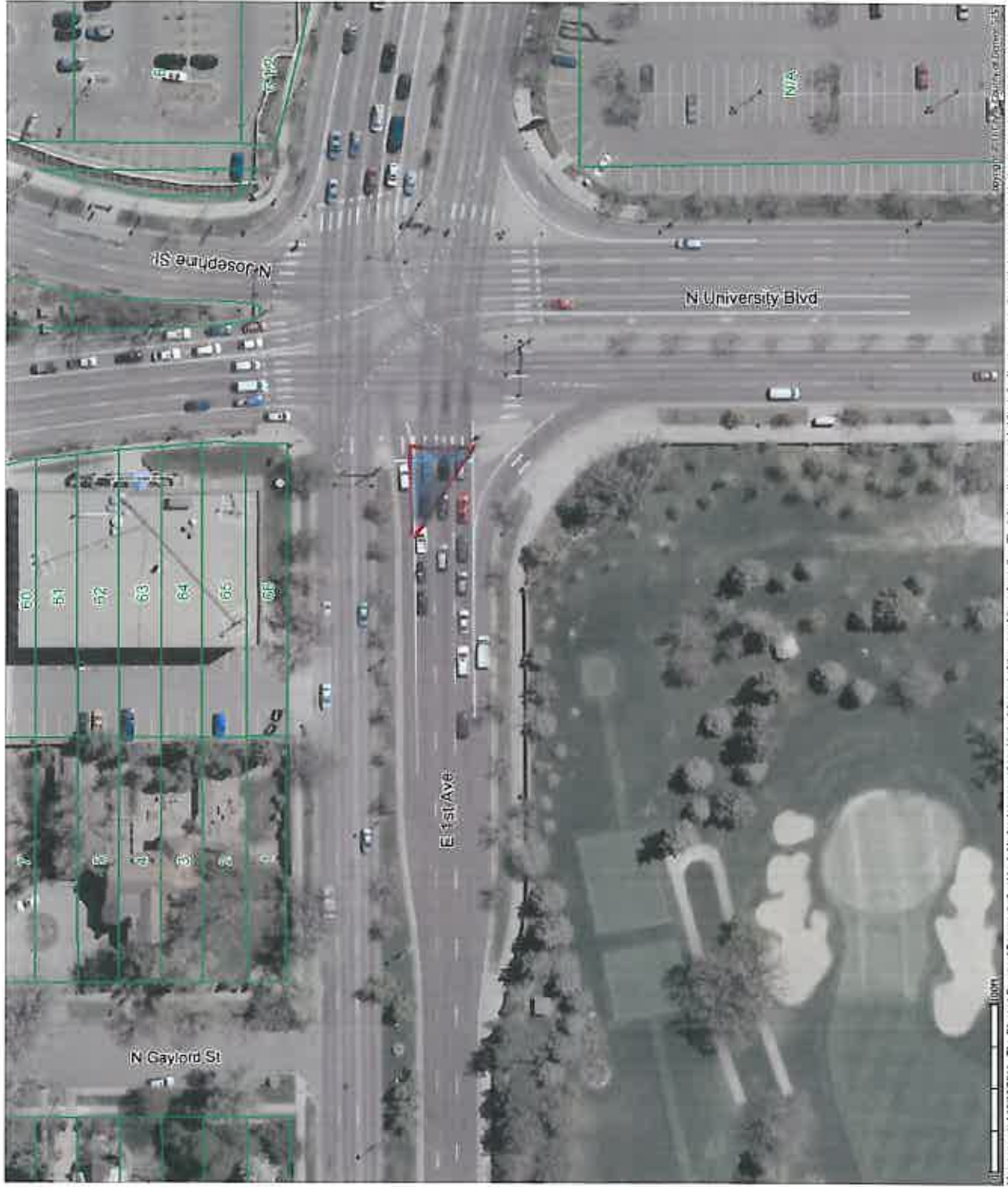
1st Ave Parcel 4 20

- Street Centerline
- Denver County (Boundary)
- City Engineer 1/4 Section Index
- Lots/Blocks (Base Map)
- 2010 Color
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County



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# 1st Ave Parcel 21



- Street Centerline
- Denver County (Boundary)
- Total/Blocks (Base Map)
- 2010 Color
- Denver County (Shaded)
- Denver County
- Adams County
- Arapahoe County
- Jefferson County

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Parcel 120 Case

0386 7974 528 000

RECORDERS STAMP  
DEC 17 1956  
CITY AND COUNTY OF DENVER  
RECORDED IN BOOK 7974 PAGE 528  
CLEAN AND RECORDER ROBERT E. LES

THIS DEED, MADE THIS 17th day of December 1956, in the year of our Lord, one thousand nine hundred and fifty-six

between THE DENVER COUNTRY CLUB a corporation duly organized and existing under and by virtue of the laws of the State of Colorado and JOHN F. SWEENEY, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TWO HUNDRED TWENTY-SIX THOUSAND AND NO/100 DOLLARS

to the said party of the first part in hand paid by the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, conveyed, and by these presents does grant, bargain, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described lots, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

11, Township 4 South, Range 68 West of 6th P. M., described as follows: Beginning of a section 30 feet south of and 95 feet east of the northwest corner of said NE-1/4 of SW-1/4 of Section 11; hence south 105 feet on line parallel to the west line of said NE-1/4 of SW-1/4 of Section 11; hence north 145 feet east of the west line and 90 feet south of the north line of a former NE-1/4 of SW-1/4 of Section 11 to a point 145 feet east on a line parallel to and 90 feet south of the north line and north line of SE-1/4 of said Section 11 to a point 400 feet west of the east line of said SE-1/4; hence southwesterly to a point 300 feet west of the east line and 110 feet south of the north line of said SE-1/4; hence on a line parallel to said north line to a point 90 feet west of the east line of said SE-1/4; hence southwesterly to a point 30 feet west of the east line and 150 feet south of the north line of said SE-1/4; hence north on a line parallel to said north line to a point 30 feet south of said north line and 85 feet west of the east line of said SE-1/4; hence west on a line parallel to the said north line to the place of beginning;

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the party of the second part, for itself, its successors and assigns, that at the time of the making and delivery of these presents it is well satisfied of the premises above conveyed, as of good, sure, perfect, absolute and indisputable estate of law, in fee simple, and hath 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 incumbrances of whatever kind or nature aforesaid;

And the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

No exceptions

THE DENVER COUNTRY CLUB

By *John F. Sweeney*  
President

WILLIAM D. P. CAREY, JR.  
Secretary

JOHN F. SWEENEY  
City and County of DENVER

The foregoing instrument was acknowledged before me this 17th day of December 1956

APPROVED FOR RECORDING  
LAND OFFICE

APPROVED FOR RECORDING  
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LAND OFFICE

BOOK 1570 PAGE 632  
 11-10-1920  
 AUG-29-1920  
 ALBERT C. MONSON  
 161385

Whit-Bird, Made this 25th day of August thirty-six between The Denver Country Club, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado.

CITY AND COUNTY OF DENVER, a municipal corporation,  
 of the State of Colorado

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of One (\$1.00) and other good and valuable consideration to the said part X of the first part, the receipt of which is hereby conferred and acknowledged, has a remised, released, sold, conveyed and QUIT CLAIM unto the said part Y of the second part, the successors and assigns forever, all the right, title, interest, claim and demand of the said part X, successors and assigns forever, all the right, title, interest, claim and demand of the said part Y of the first part has in and to the following described real property situated, lying and being in the City and County of Denver, Colorado, to-wit:

That part of the northeast quarter (NE $\frac{1}{4}$ ) of the southeast quarter of Section 11, Township 4 South, Range 68 West of the 6th Principal Meridian, described as follows, to-wit:  
 Commencing at the point of intersection of the east line of Boulevard with the South line of First Avenue, said point being 60 feet east and 30 feet west of the east quarter corner of said section 11; thence west and parallel with north line of southeast-quarter of said section a distance of 55 feet; thence southeasterly on a straight line to a point on the west line of University Boulevard, distant 40 feet south of the point of beginning; thence north 40 feet to the point of beginning.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and premises thereunto in anywise thereto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part X, successors and assigns forever, the said part Y of the first part has hereunto set his hand the day and year first above written.

THE DENVER COUNTRY CLUB  
 By Y. T. A. Jones  
 Secretary

STATE OF COLORADO,  
 City and County of Denver  
 25th day of August  
 President, and Secretary of The Denver Country Club.  
 Witness my hand and official seal.

Henry Thacker  
 Notary Public

Notary Public, State of Colorado, My Commission Expires August 25, 1921

Notary Public, State of Colorado, My Commission Expires August 25, 1921