

**CITY AND COUNTY OF DENVER (“CCD”) AND  
PUBLIC SERVICE COMPANY OF COLORADO (“PSCo”)  
47<sup>th</sup> AVENUE AND YORK STREET BIKE AND PEDESTRIAN BRIDGE  
GAS FACILITY RELOCATION AGREEMENT**

This Agreement is executed as of the Effective Date (as defined below), by and between the City and County of Denver, a Colorado municipal corporation (“CCD”), and Public Service Company of Colorado, a Colorado corporation (“PSCo”).

**RECITALS**

This Agreement concerns the relocation of a gas regulator station, an intermediate pressure gas main pipeline feeding the station and a low-pressure gas distributing main pipeline serving customers for approximately one square mile from the regulator station, and related valves and other appurtenances (“Gas Facilities”). The Gas Facilities will be relocated from the present location of 4700 Claude Ct., within PSCo’s fee owned property (“Current Site”) that PSCo will convey to CCD, to a new location owned by CCD at 4600 Gaylord St. (“New Location”) that CCD will convey to PSCo. The relocation of the Gas Facilities was requested by CCD to accommodate the 47<sup>th</sup> Avenue and York Street Bicycle and Pedestrian Bridge.

**STATEMENT OF WORK**

1. To accommodate CCD, PSCo shall furnish the equipment, labor, and materials necessary to relocate its Gas Facilities, as shown on **Exhibit A**. This work is referred to as the “Project.” To complete the Project, CCD and PSCo will cooperate regarding: compensating PSCo for its relocation costs, the exchange of real property, short-term leases and/or access agreements to facilitate ongoing access for Project completion purposes prior to or following the real property exchange, and expedited CCD permitting (including confirmation that the real property to be exchanged and conveyed to PSCo complies with any applicable subdivision requirements and otherwise constitutes a legal tax parcel and zone lot).

**COMPENSATION**

2. CCD shall compensate PSCo for all actual out-of-pocket costs of the Project, including, but not limited to, Project engineering, labor, and materials (“Project Cost”).

3. Prior to executing this Agreement, CCD and PSCo executed an Engineering and Procurement Agreement (“E&P Agreement”) which obligated CCD to compensate PSCo for the estimated initial costs PSCo would incur to engineer the relocation of the Gas Facilities and order materials necessary for the Project which may have a long lead. The total Project Cost completion estimate, including a 20-percent cost contingency reserve, is \$1,718,245.00 (“Project Estimate”), as shown on the estimate attached to this Agreement as **Exhibit B**. Pursuant to the E&P Agreement, CCD has

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paid to PSCo, and PSCo acknowledges receipt of \$390,659.00 towards the Project Cost. The balance of the Project Estimate based on actual costs, after credit for the payment made pursuant to the E&P Agreement, is due at the completion of the Project. If there is a change in the Project Estimate and the actual Project Cost PSCo shall notify CCD and CCD shall seek additional appropriations to fund such excess costs.

4. The Project Estimate is based on PSCo's method of charging costs of jobs as approved by the Colorado Public Utilities Commission (PUC). Upon completion of the Project, PSCo shall provide a "Final Statement of Charges" to CCD that will contain an itemization of all actual Project Costs. CCD shall pay the actual Project Cost amount to PSCo (up to the Project Estimate cost) within ninety (90) days following receipt by CCD of the Final Statement of Charges.

5. In the event CCD abandons its plan for the Project, for any reason whatsoever, this Agreement shall terminate. Upon termination, the CCD shall reimburse PSCo for all expenses incurred by PSCo pursuant to this Agreement, including site cleanup and any necessary restoration of PSCo's facilities and associated land rights. PSCo shall provide a "Statement of Charges" to CCD that will contain an itemization of all actual costs incurred due to the termination.

### REAL PROPERTY EXCHANGE

6. The Project requires Gas Facilities be relocated from the Current Site to the New Location. PSCo owns the Current Site, described on **Exhibit C** attached hereto and incorporated by this reference, and it is willing to transfer this property to CCD for use in connection with the Project in exchange for the New Location. The CCD owns the New Location, located south and west of the Current Site, described on **Exhibit D** attached hereto and incorporated herein by this reference, which CCD is willing to transfer to PSCo.

7. To accomplish the real property exchange to allow the Gas Facilities to be relocated from the Current Site to the New Location, CCD and PSCo NOW, THEREFORE, in consideration of promises and mutual agreements set forth herein, the benefits of which will inure to each Party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCD and PSCo agree as follows:

a. Transfer of the New Location to PSCo. The CCD agrees to ensure the New Location is a legally conveyable parcel and transfer, sell, and quitclaim the New Location to PSCo. The conveyance from CCD to PSCo will be by a Bargain and Sale Deed, in substantially the form attached hereto as **Exhibit E** and incorporated herein by this reference ("CCD Deed"). Modifications to Exhibit E are subject to the approval of the City's Executive Director of Real Estate ("Director").

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b. Transfer of Current Site to the CCD. PSCo agrees to transfer, sell, and quitclaim its Current Site to CCD. The conveyance will be by a Bargain and Sale Deed, in substantially the form attached hereto as **Exhibit F** and incorporated herein by reference ("PSCo Deed").

c. Transfer Value. CCD and PSCo agree that the value of the Current Site and the New Location is approximately equivalent. No additional funds, other than customary closing costs, shall be due or payable as consideration for the real property exchange.

d. Title Insurance. CCD and PSCo will each obtain a title insurance commitment for the lands it will receive in the exchange at its sole cost and expense.

e. Property Documentation. CCD and PSCo will exchange surveys, maps, inspection reports, tests, audits, permits, leases, agreements, instruments, notices, and other material documents and writings concerning the condition, use or ownership of the properties to be exchanged, including all written or graphic documented information regarding environmental contamination or the presence of any hazardous waste or toxic substances. During the Due Diligence Period, CCD and PSCo shall have an ongoing duty to deliver any property documentation not previously disclosed that come to its attention or within its possession or control.

f. Inspection and Due Diligence. From the date of execution until the Closing Date ("Due Diligence Period") CCD and PSCo shall have the right, at its individual option and sole expense, to (i) review and evaluate the property documentation, and (ii) inspect the physical condition of property to be exchanged, including conducting environmental audits and other environmental tests. At any time prior to the Closing Date CCD or PSCo may elect to proceed to Closing or elect not to proceed to Closing. If either CCD or PSCo elect to not to close based upon its evaluation, neither Party shall have an obligation to convey their property to the other and this Agreement shall terminate and be of no further force and effect except for those provisions which are expressly stated or intended to survive termination. Written notice of such election shall be given to the other Party on or before the Closing Date. If no such notice is given, the parties are deemed to have elected to proceed with the property exchange. The property exchange shall be evidence that CCD and PSCo had the opportunity to do due diligence and that they are exchanging property on an "AS-IS" and "WHERE-IS" basis, without representation or warranty, express or implied, of any kind or nature and such disclaimer language may be included in any quitclaim deed or easement. The provisions of this Section shall survive Closing or the termination of this Agreement.

g. Closing. The transfer of the property ("Closing") shall be consummated on that date which is the fifth (5<sup>th</sup>) business day after the Effective Date ("Closing Date") or such date as is mutually agreed upon by the parties in writing. The hour and place of the Closing shall be as mutually agreed. The hour and place of the Closing may be agreed

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upon, on behalf of the City, by the Director for the City. At the Closing, the following will occur:

(i) CCD and PSCO shall execute and exchange their respective Bargain and Sale Deeds evidencing the payment of compensation to PSCo, the release of all encumbrances on the properties conveyed; the payment of respective closing costs; the payment of general taxes and assessments for the year of Closing and the most recent rents, water, sewer, other utility charges and any other customary items shall be prorated to the Closing Date and shall be paid by each Party with respect to the property being conveyed at or before Closing.

(ii) The closing fee charged by the Title Company, and any other fees required to document, correct, record and perfect the closing, exchange and transfer, shall be paid by CCD.

(iii) CCD and PSCo shall execute the Access Document described in Section 8 of this Agreement.

(iv) The execution of such other documents, such as a settlement statement consistent with this agreement, and take or cause to be taken such other actions, as may be necessary to close the contemplated property exchange transaction.

### **ACCESS TO CURRENT SITE FOR GAS FACILITY RELOCATION**

8. Before and after Closing, PSCo will be relocating Gas Facilities from the Current Site to the New Location. This requires CCD to ensure ongoing access to the Current Site until the Project is complete. To ensure PSCo's ongoing access to the Current Site, at the Closing CCD shall deliver to PSCo an Access Document that will ensure PSCo has access to the Current Site to facilitate Project completion. The Access Document will terminate once the work to remove of the regulator station and piping is complete which is anticipated to occur by on or around March 2019. The parties acknowledge that the March date is a good faith estimate only and the Access Document will provide the flexibility necessary to ensure PSCo has access as needed to complete the work necessary to remove its facilities and clear the site for CCD's construction. . The Access Document may take the form of a reservation in the Deed from CCD or by separate non-revocable license or lease agreement. The Access Document shall be prepared by CCD in a form reasonably acceptable to PSCo. The Director is hereby authorized to execute the Access Document on behalf of the City.

### **PERFORMANCE OF WORK**

9. In consideration of the compensation referred to above, the CCD and PSCo agree that:

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a. PSCo shall complete the work necessary to relocate the Gas Facilities to the New Location, including any restoration of PSCo's facilities and right-of-way in a safe, efficient, and economical manner as conditions permit, giving due regard to required land use permitting, soil and weather conditions, and other matters affecting the Project which are beyond the reasonable control of PSCo. CCD shall coordinate with PSCo and facilitate completion of the Project, including helping PSCo obtain such permission and permits as may be necessary to complete the Project.

b. CCD agrees that if PSCo has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the right-of-way, it has been advised by PSCo that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. CCD shall advise its employees, agents, contractors, and other persons who enter upon the right-of-way, pursuant to the provisions of this agreement, of the existence and nature of such natural gas facilities and the danger and risk involved.

c. CCD has been advised by PSCo that its natural gas facilities, if located on the right-of-way, may be subject to cathodic protection by rectifier and related anode beds. PSCo shall not be liable for stray current or interfering signals induced in the right-of-way resulting from the operation of PSCo's cathodic protection system.

d. CCD agrees that if PSCo has constructed electric power generation, transmission, distribution, or related facilities on the right-of-way, it has been fully advised that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. CCD shall advise its employees, agents, contractors, and other persons who enter upon the right-of-way, pursuant to the provisions of this agreement, of the existence and nature of such electric facilities and the potential danger and risk involved.

### MISCELLANEOUS PROVISIONS

10. Execution. This Agreement may be executed in two original counterparts, each of which shall be deemed an original of this agreement. The Parties represent that the persons who have affixed their signatures hereto have the authority to bind the respective Parties and that appropriate processes to obtain approval have been accomplished.

11. Remedies, Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as allowed herein. It is agreed that time is of the essence. If any compensation or payment due in accordance with this Agreement is not paid when due, or any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) If the CCD defaults. PSCo may treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned minus any

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money expended for long-lead materials which are non-returnable and both Parties shall thereafter be released from all obligations hereunder.

(b) If PSCo defaults. CCD may elect to treat this Agreement as canceled, in which case all payments minus any money expended for non-returnable long-lead materials and things of value received hereunder shall be returned and both Parties shall thereafter be released from all obligations hereunder.

(c) Costs and Expenses. Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this Agreement, the court may award to the prevailing Party all reasonable costs and expense, including attorneys' fees.

12. Severability. The promises and covenants contained herein are several in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provision of this Agreement.

13. No Employment Discrimination. In connection with the performance of work under this Agreement, PSCo agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color religion, national origin, gender, age military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

14. Rights and Remedies Not Waived. In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach of default exists shall in no way impair or prejudice any right of remedy available with respect to such breach of default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Agreement shall be deemed or taken to be a waiver or any other default or breach.

15. Applicable Law and Venue. Every term, provision, and condition herein are subject to the provisions of the laws of the United States, the State of Colorado, the Charter and Ordinances of the City and County of Denver, and regulations enacted pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

16. Notices. All notices shall be in writing and shall be personally delivered, sent by commercial overnight courier, or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or

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at such other address that may be specified by written notice in accordance with this paragraph:

If to City: Mayor  
City and County of Denver  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

With copies to: Denver City Attorney  
Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, Colorado 80202  
  
Director of Real Estate  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

If to PSCo:  
  
Xcel Energy  
1800 Larimer, Suite 1400  
Attn: Tyler Smith  
Denver, CO 80202

With copies to:  
  
Xcel Energy  
1800 Larimer, Suite 1100  
Attn: Legal Department, Julie A. Stencil  
Denver, CO 80202

Dan McAuliffe  
Whitcomb, Selinsky, McAuliffe, PC  
2000 S. Colorado Blvd.  
Tower One, STE 9500  
Denver, CO 80222

17. Independent Liabilities. Each Party is responsible for all suits, demands, costs, or action proximately resulting from its own individual acts or omissions.

18. Agreement as Complete Integration. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or

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other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement executed by the Parties.

19. **Third-Party Beneficiary.** It is the intent of the parties that no third-Party beneficiary interest is created in this Agreement. The Parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

20. **City Council Approval.** This Agreement is subject to the approval of the City Council for the City and County of Denver in accordance with the provisions of the City Charter, and this Agreement shall not take effect until its final approval by City Council and until signed by all appropriate City officials, including the Mayor, the Clerk and Recorder, the Manager of Finance and the Auditor. As used herein, the term "Effective Date" shall mean the date appearing on the fully-executed signature page of CCD.

21. **Appropriation.** All obligations of CCD under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

22. **Reasonableness of Consent or Approval.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of either Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

23. **No Personal Liability.** No elected official, director, officer, agent or employee of the City shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

24. **Conflict of Interest by City Officer.** PSCo represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a Party to or in any manner interested in this Agreement except as such interest may arise because of the lawful discharge of the responsibilities of such elected official or employee.

25. **Right to Extend Time for Performance.** CCD and PSCo agree that any time for performance of any term or condition hereunder may be extended for up to three (3) additional thirty (30) day periods by a letter signed by the Director and an authorized representative of PSCo. All other amendments to this Agreement must be fully executed by the City and PSCo.

26. **Merger.** The Parties intend that the terms of this Agreement shall survive closing and shall not be merged into the deeds conveying the properties.



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27. Electronic Signatures and Electronic Records. PSCo consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, claiming it is an electronic record or electronic signature or that it is not in its original form or is not an original. IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PUBLIC SERVICE COMPANY OF COLORADO

By: Jerry Crosby, SVP Distribution  
Xcel Energy Services, Inc. as Authorized Agent  
for Public Services Company of Colorado

Agreed to and accepted by the City and County of Denver this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2018.

\_\_\_\_\_  
NAME AND TITLE OF SIGNEE (Type or Print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Area Code and Telephone Number

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Exhibits (6)

Exhibit A – Gas Facilities

Exhibit B – Estimated Project Costs

Exhibit C – Current Site Description

Exhibit D – New Location Description

Exhibit E – CCD Deed

Exhibit F – PSCo Deed

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** FINAN-201846109-00

**Contractor Name:** Public Service Company of Colorado

*See Attached  
Signature  
page.*

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Exhibit A – Gas Facilities**









## **Exhibit B – Estimated Project Costs**

**Breakdown by Phase**

Internal	\$	9,341
Engineering	\$	150,417
ROW Consultants & Permits	\$	18,297
Material	\$	149,005
Overheads	\$	63,598
<b>E&amp;P subtotal</b>	<b>\$</b>	<b>390,658</b>
Mechanical Construction	\$	547,047
Ancillary Construction	\$	321,133
Overheads	\$	168,822
Escalation	\$	4,218
<b>Construction subtotal</b>	<b>\$</b>	<b>1,041,220</b>
<b>Total</b>	<b>\$</b>	<b>1,431,878</b>
<b>Contingency - 20%:</b>		20%

**Breakdown by Phase**

Internal/Engineering/ROW	\$	178,055
Material	\$	149,005
Overheads	\$	63,598
<b>E&amp;P subtotal</b>	<b>\$</b>	<b>390,658</b>
Construction	\$	868,180
Overheads	\$	173,040
<b>Construction subtotal</b>	<b>\$</b>	<b>1,041,220</b>
<b>Total</b>	<b>\$</b>	<b>1,431,878</b>
<b>Contingency - 20%:</b>		20%
<b>Grand Total</b>	<b>\$</b>	<b>1,718,254</b>

**Breakdown by Phase**

Internal/Engineering/ROW	\$	209,854
Material	\$	180,804
<b>E&amp;P subtotal</b>	<b>\$</b>	<b>390,658</b>
Construction	\$	1,041,220
<b>Construction subtotal</b>	<b>\$</b>	<b>1,041,220</b>
<b>Total</b>	<b>\$</b>	<b>1,431,878</b>
<b>Contingency - 20%:</b>		20%
<b>Grand Total</b>	<b>\$</b>	<b>1,718,254</b>

## **Exhibit C – Current Site Description**

EXHIBIT A  
LAND DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN A PORTION OF LOTS 1 THROUGH 3, BLOCK 18, ELYRIA ADDITION TO DENVER, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 18;

THENCE N89°55'18"E, 50.97 FEET ALONG THE NORTHERLY LINE OF SAID LOT 1, TO A POINT OF NON-TANGENT CURVE CONCAVE NORTHWEST, WITH A RADIUS OF 1,860.01 FEET, AND A LONG CHORD OF S43°48'10"W, 73.56 FEET, BEING A POINT ON THE NORTHWESTERLY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTHWESTERLY ALONG SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, 73.57 FEET THROUGH A CENTRAL ANGLE OF 02°15'58" TO A POINT ON THE WESTERLY LINE OF LOT 3, BLOCK 18;

THENCE ALONG THE WESTERLY LINE OF SAID LOTS 1 THROUGH 3 INCLUSIVE, OF BLOCK 18, N00°03'33"W, 53.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,369 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

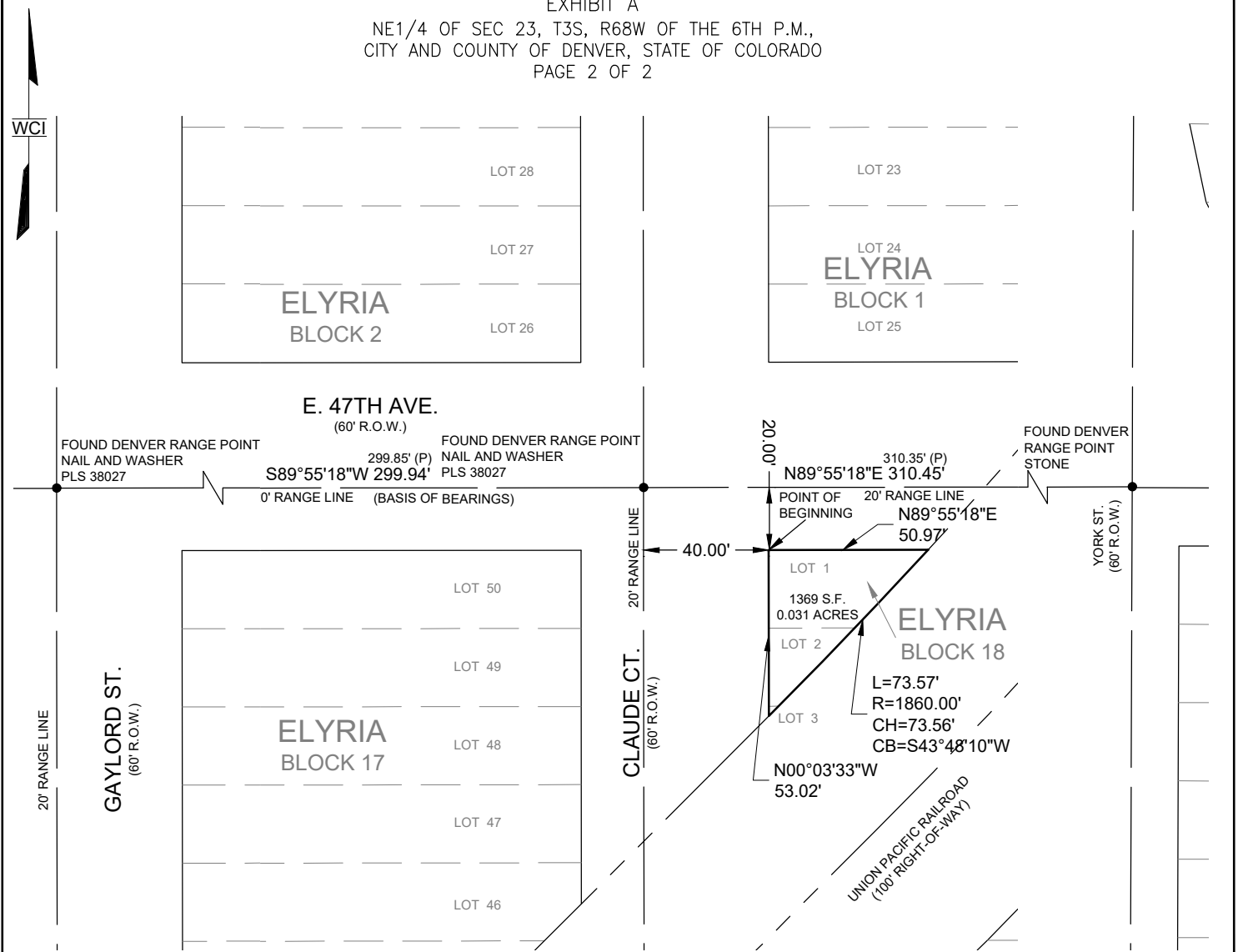
BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON A 20' RANGE LINE ON E. 47TH AVE BETWEEN GAYLORD ST. AND CLAUDE CT., BEING S89°55'18"W USING THE CITY AND COUNTY OF DENVER CONTROL COORDINATES, AS MONUMENTED AT THE WEST ON GAYLORD ST. BY A FOUND PK NAIL AND WASHER PLS 38027. AND MONUMENTED ON THE EAST AT CLAUDE CT. BY A FOUND PK NAIL AND WASHER PLS 38027.

LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

DOUGLAS H. ORT III, COLORADO PLS 37066  
WILSON & COMPANY  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202  
DHORTIII@WILSONCO.COM  
PH 303-501-1221  
FAX 303-297-2693

EXHIBIT A  
 NE1/4 OF SEC 23, T3S, R68W OF THE 6TH P.M.,  
 CITY AND COUNTY OF DENVER, STATE OF COLORADO  
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BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON A 20' RANGE LINE ON E. 47TH AVE BETWEEN GAYLORD ST. AND CLAUDE CT., BEING S89°55'18"W USING THE CITY AND COUNTY OF DENVER CONTROL COORDINATES, AS MONUMENTED AT THE WEST ON GAYLORD ST. BY A FOUND PK NAIL AND WASHER PLS 38027. AND MONUMENTED ON THE EAST AT CLAUDE CT. BY A FOUND PK NAIL AND WASHER PLS 38027.

NOTE:  
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

17-100-079

						SHT. NO: 2 OF 2	<b>WILSON &amp; COMPANY</b> 1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE: 1" = 50'	
						DWN. BY: TJB	DATE: 1-11-2018
						CHK. BY:	
						PROJ. MGR: DHO	1-11-2018
						CLIENT APP:	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CITY AND COUNTY OF DENVER STATE OF COLORADO	

## Exhibit D – New Location Description



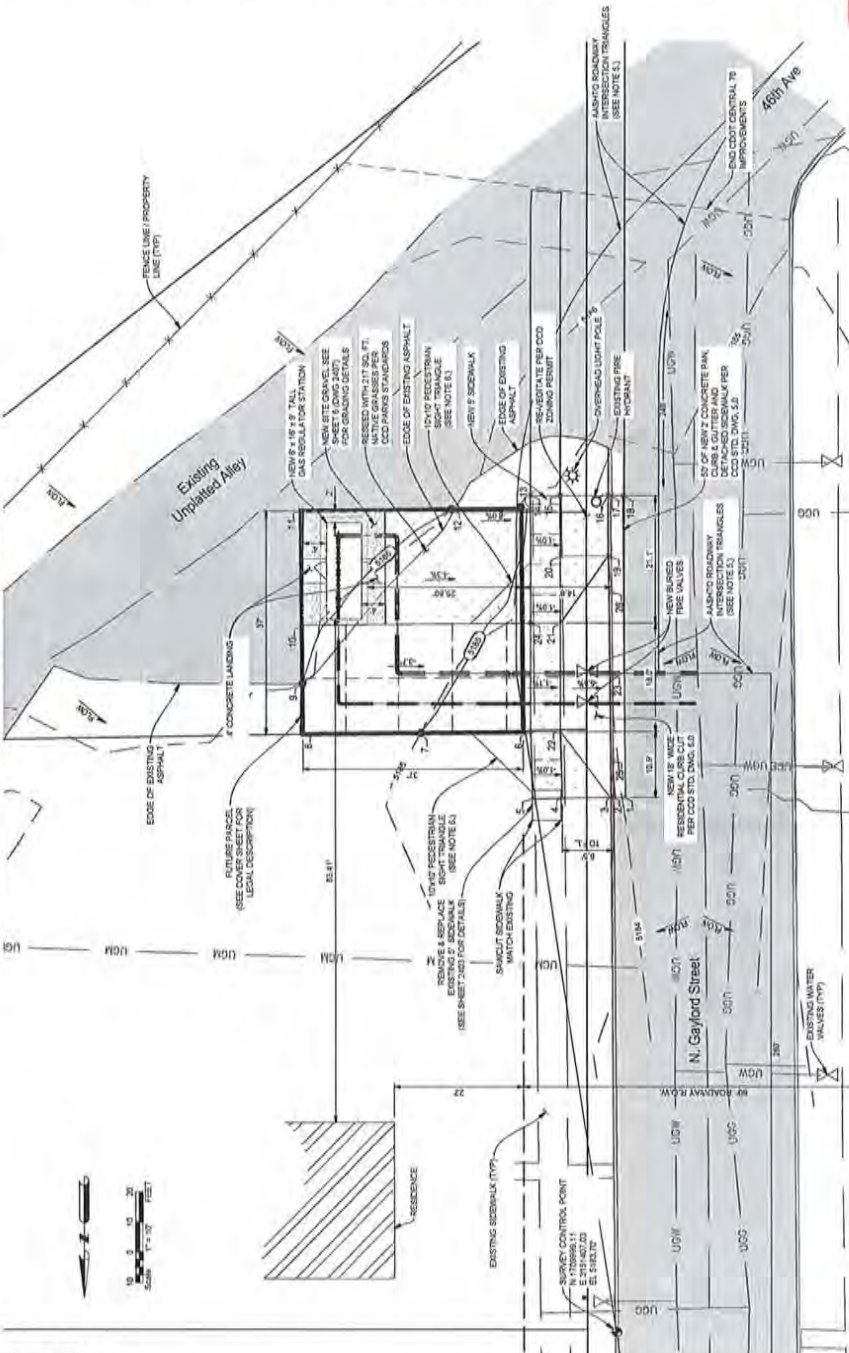


**XCEL ENERGY GAS REGULATOR STATION / 184  
TRANSPORTATION ENGINEERING PLAN**  
4604 N GAYLORD ST  
**CITY AND COUNTY OF DENVER, COLORADO**  
A PORTION OF THE NE QUARTER OF SEC. 23, TOWNSHIP 3S, RANGE 68W  
DENVER MASTER ID: 2018-PM-0000237



**PROPOSED POINT TABLE**

Point #	Elevation	Utility	Description	
1	5184.14	1708963.04	2018464.67	GUTTER PAV
2	5183.37	1708963.04	2018464.67	ROWLINE
3	5184.47	1708963.04	2018464.67	TOP BACK CURB
4	5184.05	1708963.04	2018464.67	EDGE OF WALK
5	5184.05	1708963.04	2018464.67	EDGE OF WALK
6	5184.05	1708963.04	2018464.67	EDGE OF WALK
7	5184.05	1708963.04	2018464.67	EDGE OF WALK
8	5184.05	1708963.04	2018464.67	EDGE OF WALK
9	5184.05	1708963.04	2018464.67	EDGE OF WALK
10	5184.05	1708963.04	2018464.67	EDGE OF WALK
11	5184.05	1708963.04	2018464.67	EDGE OF WALK
12	5184.05	1708963.04	2018464.67	EDGE OF WALK
13	5184.05	1708963.04	2018464.67	EDGE OF WALK
14	5184.05	1708963.04	2018464.67	EDGE OF WALK
15	5184.05	1708963.04	2018464.67	EDGE OF WALK
16	5184.05	1708963.04	2018464.67	EDGE OF WALK
17	5184.05	1708963.04	2018464.67	EDGE OF WALK
18	5184.05	1708963.04	2018464.67	EDGE OF WALK
19	5184.05	1708963.04	2018464.67	EDGE OF WALK
20	5184.05	1708963.04	2018464.67	EDGE OF WALK
21	5184.05	1708963.04	2018464.67	EDGE OF WALK
22	5184.05	1708963.04	2018464.67	EDGE OF WALK
23	5184.05	1708963.04	2018464.67	EDGE OF WALK
24	5184.05	1708963.04	2018464.67	EDGE OF WALK
25	5184.05	1708963.04	2018464.67	EDGE OF WALK
26	5184.05	1708963.04	2018464.67	EDGE OF WALK
27	5184.05	1708963.04	2018464.67	EDGE OF WALK
28	5184.05	1708963.04	2018464.67	EDGE OF WALK



**City and County of Denver**  
DEVELOPMENT ENGINEERING SERVICES  
2018-PM-0000237  
XCEL ENERGY GAS REGULATOR STATION 184  
18400 SOUTH GAYLORD STREET, DENVER, CO 80202  
DATE: 08/15/18  
SCALE: AS SHOWN

**EngGlobal**  
RESPONSIBLE BY NATURE  
SEE DEVELOPMENT PLAN  
PROPOSED SITE & GRADING PLAN  
DENVER COUNTY  
2018-PM-0000237  
SHEET 2401E

**LEGEND**

UTILITY POLES	UTILITY VALVE	UTILITY MANHOLE	SON	VALVE	PROPOSED PIPELINE	GAS LINE	RETIREMENT PIPELINE	EDGE OF PAVEMENT OF DRIVE	C/A ROAD	BURIED ELECTRIC	OVERHEAD POWER LINE	FIBER OPTIC LINE	SANITARY SEWER LINE	STORM SEWER LINE	TELEPHONE LINE	WATER LINE	R.O.M.	FENCE	PROPERTY LINE	SECTION LINE	TOWNSHIP/RANGE LINE	EASTMENT LINE
---------------	---------------	-----------------	-----	-------	-------------------	----------	---------------------	---------------------------	----------	-----------------	---------------------	------------------	---------------------	------------------	----------------	------------	--------	-------	---------------	--------------	---------------------	---------------

**GRADING LEGEND**

EXISTING CONTOUR	FINISHED CONTOUR	DRAINAGE FLOW DIRECTION	CONTOUR BETWEEN FINISHED CONTOUR AND EXISTING CONTOUR	FINISHED GRADE	MISC. TREES OR SHRUBS	ASPHALT / BITUMINOUS SURFACE	GRAVEL ROAD BASE	SITE DRAIN OR CRUSHED ROCK	NATIVE BED	GRADE POINT
------------------	------------------	-------------------------	---	----------------	-----------------------	------------------------------	------------------	----------------------------	------------	-------------

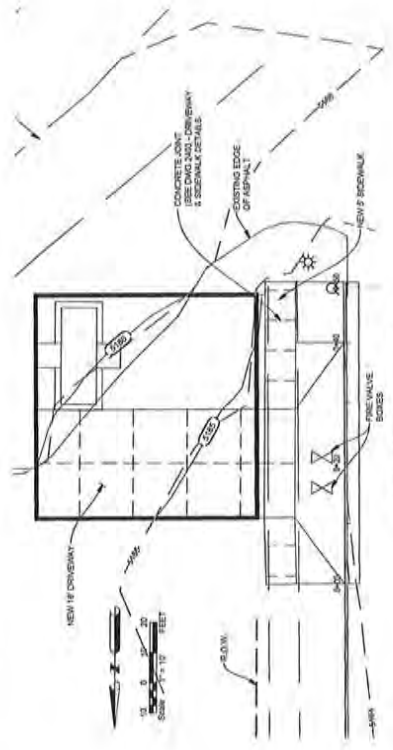
- NOTES:**
- CONFORM TO THE GENERAL GRADING SPECIFICATIONS DRAWING 5401.
  - SCALE 1/8" = 1'-0" UNLESS OTHERWISE NOTED.
  - SCALE AS NOTED ON FULL SIZE SHEET 2401E.
  - SCALE AS NOTED ON HALF SIZE SHEET 11X17.
  - COORDINATE SYSTEM (NAD83) - HORIZONTAL BASED ON THE STATE PLANE CENTRAL BASIS OF DENVER. ELEVATIONS ARE BASED ON A 2.2' BENCHMARK ONE CITY-AVE. CONTROL. COORDINATES AS MONUMENTED AT THE CORNER ON GAYLORD ST BY A ROUND PAV. AND ROADWAY SIGN. TRIANGLES NO ITEMS UNDER THAT IF MAY BE TALLER THAN 30" WITHOUT TRIANGLE EXCEPT FOR TREES AND TRAFFIC CONTROL. DEVICES / EQUIPMENT. ROADWAY SIGN TRIANGLE PRECEDESTRAN SIGN TRIANGLE NO ITEMS THAT ARE UNDER THAT IF MAY BE TALLER THAN 30" WITHIN THIS TRIANGLE.

**PLAN VIEW SCALE 1/8" = 1'-0"**

NO.	DATE	BY	CHKD.	APP'D.	DESCRIPTION
1	08/15/18	JAC	JAC	JAC	ISSUED FOR REVIEW
2	08/15/18	JAC	JAC	JAC	ISSUED FOR REVIEW
3	08/15/18	JAC	JAC	JAC	ISSUED FOR REVIEW
4	08/15/18	JAC	JAC	JAC	ISSUED FOR REVIEW

**EngGlobal**

**XCEL ENERGY GAS REGULATOR STATION / 184  
TRANSPORTATION ENGINEERING PLAN**  
4604 N GAYLORD ST  
**CITY AND COUNTY OF DENVER, COLORADO**  
A PORTION OF THE NE QUARTER OF SEC. 23, TOWNSHIP 3S, RANGE 68W  
DENVER MASTER ID: 2018-PM-0000237



LEGEND	
	UTILITY POLES
	UTILITY VAULT
	UTILITY MANHOLE
	SPR
	VALVE
	PROPOSED PAVEMENT
	GAS LINE
	PETROLEUM PIPELINE
	EDGE OF PAVEMENT OR GRAVEL
	C/A ROAD
	BURIED ELECTRIC
	OVERHEAD POWER LINE
	FIBER OPTIC LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	TELEPHONE LINE
	WATER LINE
	FENCE
	PROPERTY LINE
	SECTION LINE
	TOWNSHIP/RANGE LINE
	EASEMENT LINE

GRADING LEGEND	
	EXISTING CONTOUR
	FINISHED CONTOUR
	DRAINAGE FLOW DIRECTION
	PROPOSED PROFILE
	PROPOSED GRADE
	MISC. POLES OR SHOCKS
	ASPHALT / BITUMINOUS SURFACE
	GRAVEL ROAD BASE
	SITE GRAVEL OR CRUSHED ROCK
	NATIVE SEED
	DRIVE POINT

- NOTES:
- SITE GRADING SHALL CONFORM TO THESE PLANS AND THE "GENERAL GRADING" SECTION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
  - ALL DIMENSIONS AND DISTANCES HEREON ARE BASED ON THE STATE PLANE CENTRAL COORDINATE SYSTEM (NAD83) UNLESS OTHERWISE NOTED.
  - ALL BEARINGS AND DISTANCES HEREON ARE BASED ON THE STATE PLANE CENTRAL COORDINATE SYSTEM (NAD83) UNLESS OTHERWISE NOTED.
  - ONE-4TH ARE BETWEEN GAYLORD ST. AND CLAUDE CT. BEING 589'25" W. AND 589'25" W. ARE BETWEEN CLAUDE CT. AND GAYLORD ST. UNLESS OTHERWISE NOTED.
  - MINIMUM CURVE RADIUS SHALL BE 150 FEET FOR ALL CURVES UNLESS OTHERWISE NOTED.
  - MINIMUM SLOPE SHALL BE 0.5% UNLESS OTHERWISE NOTED.
  - MINIMUM GRADE FOR 25 MPH. W/LOG ROAD SPEED PER AASHTO 674 EDITION.

CITY AND COUNTY OF DENVER DEVELOPMENT ENGINEERING SERVICES	
DE PROJECT NO.	2018-PM-0000237
PROJECT NAME	XCEL NATURAL GAS REGULATOR STATION 184
DESIGNER	DATE: 08/15/2018
DRAWN BY	DATE: 08/15/2018
CHECKED BY	DATE: 08/15/2018
APPROVED BY	DATE: 08/15/2018

**Dig Safely • CALL UNICC**  
THREE HOURS DAVIS BEFORE YOU DIG  
1-800-922-1987  
UNICC  
UTILITY NOTIFICATION CENTER OF COLORADO

**Xcel Energy**  
RESPONSIBLE BY NATURE  
SITE DEVELOPMENT PLAN  
CUTTER PLAN AND PROFILE

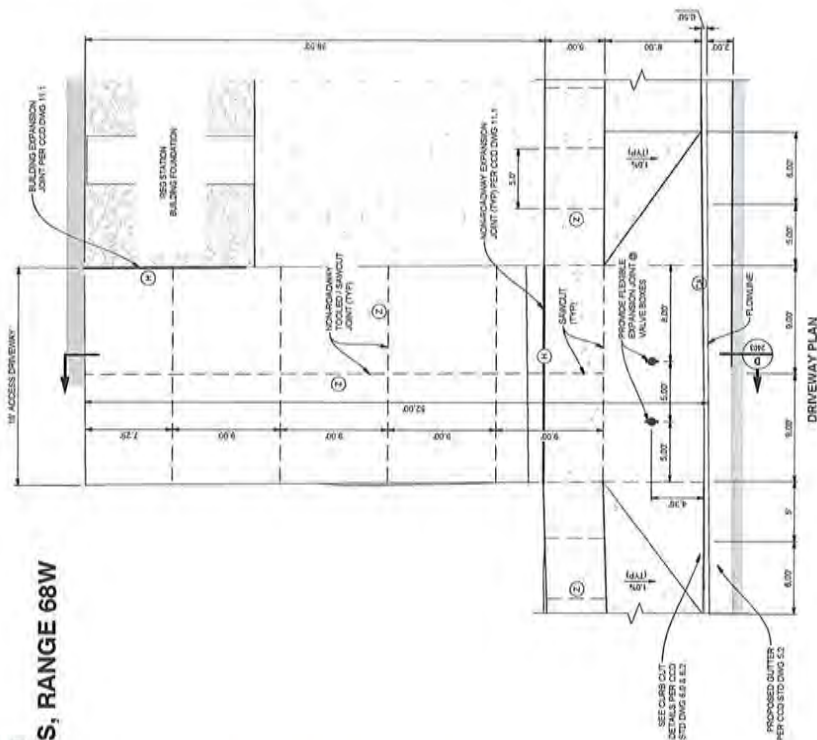
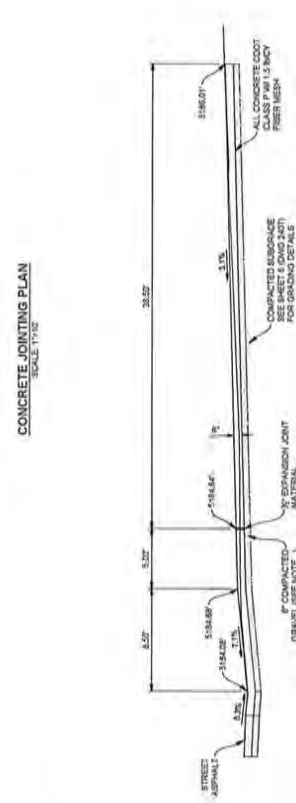
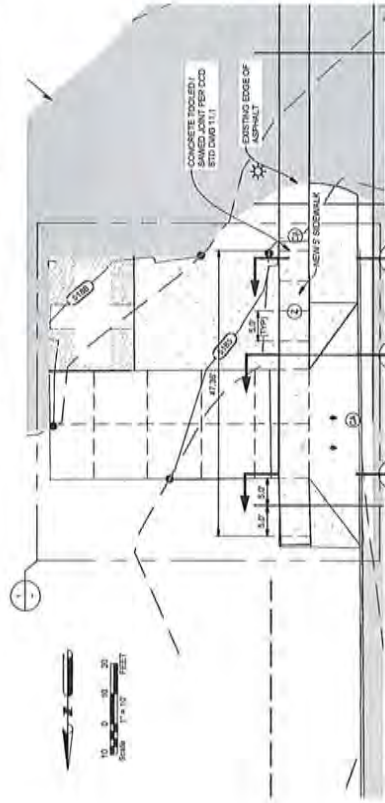
DATE: 08/15/2018  
SCALE: 1/8"=1'-0"

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR PERMIT	08/15/2018	JL	JL	JL
2	REVISION				



NO.	DATE	BY	CHKD.	APP'D.
1	08/15/2018	JL	JL	JL
2				

**XCEL ENERGY GAS REGULATOR STATION / 184  
TRANSPORTATION ENGINEERING PLAN**  
4604 N GAYLORD ST  
**CITY AND COUNTY OF DENVER, COLORADO**  
**A PORTION OF THE NE QUARTER OF SEC. 23, TOWNSHIP 3S, RANGE 68W**  
**DENVER MASTER ID: 2018-PM-0000237**



LEGEND	
[Symbol]	UTILITY POLES
[Symbol]	UTILITY WALL
[Symbol]	UTILITY MANHOLE
[Symbol]	SPK
[Symbol]	VALVE
[Symbol]	PROPOSED PIPELINE
[Symbol]	ONE WAY
[Symbol]	PERIMETER PIPELINE
[Symbol]	EDGE OF PAVEMENT OF GRAVEL
[Symbol]	C/A ROAD
[Symbol]	SHARED ELECTRIC
[Symbol]	OVERHEAD POWER LINE
[Symbol]	FIBER OPTIC LINE
[Symbol]	SANITARY SEWER LINE
[Symbol]	STORM DRAIN LINE
[Symbol]	TELEPHONE LINE
[Symbol]	WATER LINE
[Symbol]	R.O.S.
[Symbol]	FENCE
[Symbol]	PROPERTY LINE
[Symbol]	SECTION LINE
[Symbol]	TOWNSHIP/RANGE LINE
[Symbol]	EASEMENT LINE

GRADING LEGEND	
[Symbol]	DISTING CONTOUR
[Symbol]	FINISHED CONTOUR
[Symbol]	DRAINAGE FLOW DIRECTION
[Symbol]	EXISTING FINISHED CONTOUR AND EXISTING CONTOUR
[Symbol]	FINISHED GRADE
[Symbol]	MISC. TREES OR SHRUBS
[Symbol]	ASPHALT / BITUMINOUS SURFACE
[Symbol]	CONULAR ROAD BASE
[Symbol]	SITE GRAVEL OR CRUSHED ROCK
[Symbol]	MANVE SEED
[Symbol]	GRADE POINT

CITY AND COUNTY OF DENVER REGULATOR STATION	DESIGNER RESOURCES ENGINEERING SERVICES
DES PROJECT NO. 2018-PM-0000237	PROJECT NAME XCEL NATURAL GAS REGULATOR STATION 184
DATE: 01/20/2018	DATE: 01/20/2018
PROJECT NO. 2018-PM-0000237	PROJECT NO. 2018-PM-0000237
PROJECT NO. 2018-PM-0000237	PROJECT NO. 2018-PM-0000237

DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018

DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018

DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
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DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018
DATE: 01/20/2018	DATE: 01/20/2018

**XcelEnergy**  
RESPONSIBLE BY NATURE

SITE DEVELOPMENT PLAN, SECTION  
CONCRETE DRIVEWAY PLAN, SECTION  
AND DETAIL

DATE: 01/20/2018  
SCALE: 1"=10'

NO. 24183

**ENGGlobal**

DIGITALLY SIGNED  
DIGITAL SIGNATURE: [Signature]

**Dig Safely • CALL UNCC**  
THOSE WORKING DAYS BEFORE YOU DIG  
1-800-922-1887  
UTILITY INFORMATION CENTER OF COLORADO

CITY AND COUNTY OF DENVER  
REGULATOR STATION  
DESIGNER  
RESOURCES ENGINEERING SERVICES

DES PROJECT NO. 2018-PM-0000237  
PROJECT NAME XCEL NATURAL GAS REGULATOR STATION 184  
DATE: 01/20/2018  
DATE: 01/20/2018  
PROJECT NO. 2018-PM-0000237  
PROJECT NO. 2018-PM-0000237

CONCRETE DRIVEWAY PLAN, SECTION  
AND DETAIL

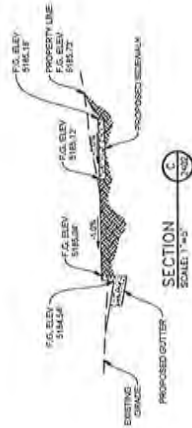
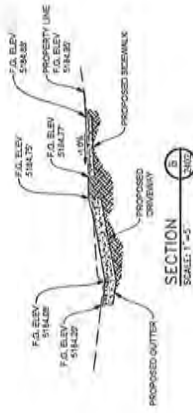
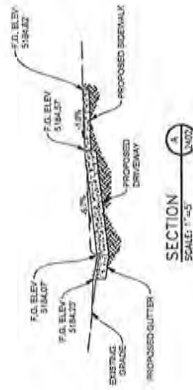
DATE: 01/20/2018  
SCALE: 1"=10'

NO. 24183



**XCEL ENERGY GAS REGULATOR STATION / 184**  
**TRANSPORTATION ENGINEERING PLAN**  
 4604 N GAYLORD ST  
**CITY AND COUNTY OF DENVER, COLORADO**  
**A PORTION OF THE NE QUARTER OF SEC. 23, TOWNSHIP 3S, RANGE 68W**  
**DENVER MASTER ID: 2018-PM-0000237**

SECTION 23, Township 3S, Range 68W  
DENVER, COLORADO



- NOTES:
1. ALL ELEVATIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.
  2. ALL ELEVATIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.
  3. ALL ELEVATIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.
  4. ALL ELEVATIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.
  5. ALL ELEVATIONS SHALL BE IN FEET UNLESS OTHERWISE NOTED.

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC WORKS  
DEVELOPMENT ENGINEERING SERVICES

PROJECT NO.	2018-PM-0000237
PROJECT NAME	XCEL GAS REGULATOR STATION 184
DATE	08/14/2018
SCALE	AS NOTED
DATE	08/14/2018
DATE	08/14/2018
DATE	08/14/2018
DATE	08/14/2018
DATE	08/14/2018

**Dig Safely - CALL UNCC**  
THREE WORKING DAYS BEFORE YOU DIG  
1-800-922-1987  
UNCC WORKS SAFELY CENTER OF EXCELLENCE



SITE DEVELOPMENT PLAN  
RESIDENTIAL DEVELOPMENT  
PROPOSED CURB, GUTTER & SIDEWALK  
DATE: 08/14/2018  
DRAWN BY: [Name]

NO.	REFERENCE	DATE	REVISION/DESCRIPTION
1.			
2.			
3.			
4.			
5.			







**Exhibit E – CCD Deed**



2018105524  
Page: 1 of 4  
D \$0.00

**WHEN RECORDED RETURN TO:**  
Colorado Dept. of Transportation Region  
1, ROW  
2829 West Howard Place  
Denver CO 80204

---

**CORRECTED QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, is made this 21<sup>st</sup> day of August, 2018 between the **COLORADO DEPARTMENT OF TRANSPORTATION** whose address is 2829 West Howard Place, Denver CO 80204, in the City and County of Denver ("Grantor"), **AND CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city ("Grantee").

This Corrected Quit Claim deed supersedes and replaces the Quit Claim executed by Grantor on August 3<sup>rd</sup> and recorded August 20, 2018 at reception number 2018104770 in the records of Denver County, Colorado

**WITNESS**, that Grantor, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration as referenced in the **"THE AGREEMENT"** between Grantor and Grantee effective **July 19, 2018**, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents does remise, release, sell, and QUITCLAIM unto Grantee, it successors and assigns forever the following 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:

**SEE ATTACHED EXHIBIT B**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

**SUBJECT TO** any and all easements of record, and the right to access and maintain any and all existing utilities as constructed.

**SIGNATURES ON FOLLOWING PAGE**




**WHEN RECORDED RETURN TO:**

Colorado Department of Transportation  
Region 1, Right-of-Way  
2829 West Howard Place  
Denver, CO 80204

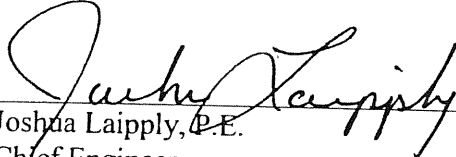
TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee its heirs and assigns forever.

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

DEPARTMENT OF TRANSPORTATION,  
STATE OF COLORADO

  
Christine Rees  
Chief Clerk – Right of Way

DEPARTMENT OF TRANSPORTATION,  
STATE OF COLORADO

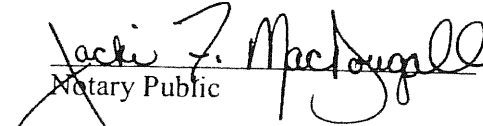
  
Joshua Laipply, P.E.  
Chief Engineer

STATE OF COLORADO     )  
City and                     ) ss.  
County of Denver         )

The foregoing instrument was acknowledged before me this 13 day of August, 20 18, by Joshua Laipply, Chief Engineer and Christine Rees, Chief Clerk – Right of Way, Department of Transportation, State of Colorado

Witness my hand and official seal.  
My commission expires: April 27, 2022



  
Notary Public

## EXHIBIT B LAND DESCRIPTION

A TRACT OR PARCEL OF LAND LOCATED IN A PORTION OF LOTS 10 AND 11, BLOCK 17, ELYRIA ADDITION TO DENVER, BEING THE WESTERLY 37.00 FEET OF THE NORTHERLY 37.00 FEET OF SAID LOTS, LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 17;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10, BLOCK 17 N89°55'02"E, 37.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 37.00 FEET DISTANT FROM THE WESTERLY LINE OF LOTS 10 AND 11, OF SAID BLOCK 17, S00°04'58"E, 37.00 FEET;

THENCE ALONG A LINE PARALLEL WITH AND 37.00 FEET DISTANT FROM THE NORTHERLY LINE OF SAID LOT 10, BLOCK 17, S89°55'02"W, 37.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 11, BLOCK 17;

THENCE ALONG THE WESTERLY LINE OF SAID LOTS 10 AND 11, BLOCK 17, N00°04'58"W, 37.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,369 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS USED HEREON ARE BASED ON A 20' RANGE LINE ON E. 47TH AVE BETWEEN GAYLORD ST. AND CLAUDE CT., BEING S89°55'18"W USING THE CITY AND COUNTY OF DENVER CONTROL COORDINATES, AS MONUMENTED AT THE WEST ON GAYLORD ST. BY A FOUND PK NAIL AND WASHER PLS 38027. AND MONUMENTED ON THE EAST AT CLAUDE CT. BY A FOUND PK NAIL AND WASHER PLS 38027.

### LEGAL DESCRIPTION STATEMENT:

I, DOUGLAS H. ORT III, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS CORRECT.

DOUGLAS H. ORT III, COLORADO PLS 37066  
WILSON & COMPANY  
1675 BROADWAY, SUITE 200  
DENVER, CO 80202  
DHORTIII@WILSONCO.COM  
PH 303-501-1221  
FAX 303-297-2693


2-6-18  


Exhibit B  
EXHIBIT B

NE1/4 OF SEC 23, T3S, R68W OF THE 6TH P.M.,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO  
PAGE 2 OF 2

WCI

LOT 25

ELYRIA  
BLOCK 2

LOT 26

E. 47TH AVE.  
(60' R.O.W.)

FOUND DENVER RANGE POINT  
NAIL AND WASHER  
PLS 38027

FOUND DENVER RANGE POINT  
299.85' (P) NAIL AND WASHER  
PLS 38027

S89°55'18"W 299.94'  
20' RANGE LINE (BASIS OF BEARINGS)

20' RANGE LINE

GAYLORD ST.  
(60' R.O.W.)

LOT 1

LOT 50

LOT 2

LOT 49

LOT 3

LOT 48

FOUND +  
ACCEPTED AS 14.75'  
WITNESS CORNER

LOT 4

LOT 47

LOT 5

LOT 46

LOT 6

LOT 45

LOT 7

LOT 8

20' RANGE LINE

CLAUDE CT.  
(60' R.O.W.)

ELYRIA  
BLOCK 17

POINT OF  
BEGINNING

LOT 9

N00°04'58"W 37.00'  
N89°55'02"E 37.00'

40.00'

LOT 10  
1369 S.F.  
0.031 ACRES  
LOT 11

S00°04'58"E 37.00'

S89°55'02"W 37.00'

LOT 12

UNION PACIFIC RAILROAD  
(100' RIGHT-OF-WAY)

2-6-16  
BASIS OF BEARINGS: BEARINGS USED  
HEREON ARE BASED ON A 20' RANGE  
LINE ON E. 47TH AVE BETWEEN  
GAYLORD ST. AND CLAUDE CT., BEING  
S89°55'18"W USING THE CITY AND  
COUNTY OF DENVER CONTROL  
COORDINATES, AS MONUMENTED AT  
THE WEST ON GAYLORD ST. BY A  
FOUND PK NAIL AND WASHER PLS  
38027. AND MONUMENTED ON THE  
EAST AT CLAUDE CT. BY A FOUND PK  
NAIL AND WASHER PLS 38027.

NOTE:  
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR  
INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

17-100-079

						SHT. NO: 2 OF 2	<b>WILSON &amp; COMPANY</b> 1675 Broadway Suite 200 Denver, CO 80202 Phone: 303-297-2976 Fax: 303-297-2693
						SCALE: 1" = 50'	
						DWN. BY: TJB	DATE: 1-11-2018
						CHK. BY:	
						PROJ. MGR: DHO	1-11-2018
						CLIENT APP:	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CITY AND COUNTY OF DENVER STATE OF COLORADO	

**Exhibit F – PSCo Deed**

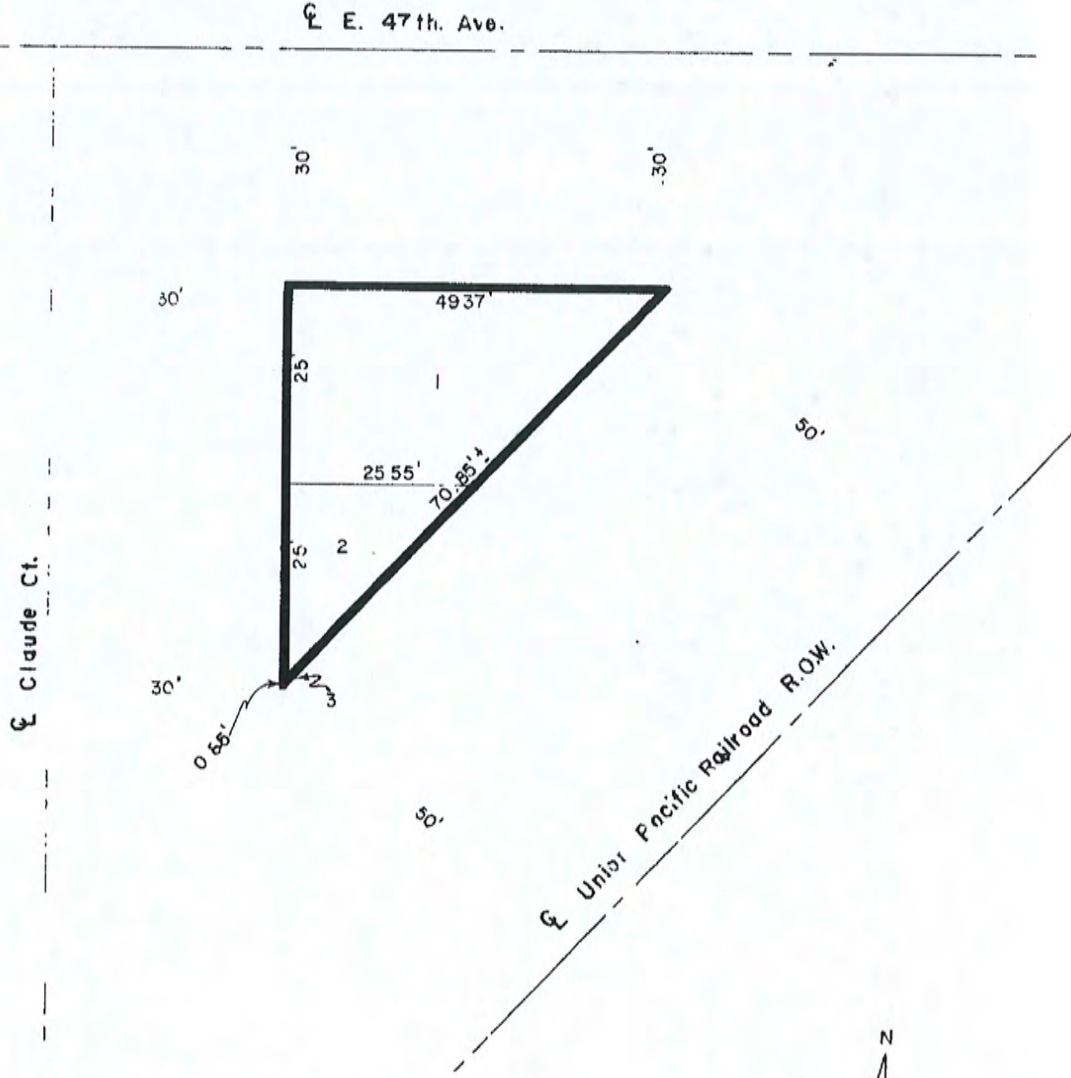
DOCUMENT #1504

CLAUDE COURT GAS REGULATOR STATION  
or  
GAS REGULATOR STATION #51

M

Lots 1 to 3, Block 18, Elyria

	PAGE NUMBER
Blue Print, Map 16-64-1 - Jan. 1956, with documentary data,	1 - 2
<u>REFERENCE SHEET TO DOCUMENT #51097:</u> Abstract of Title, to Lots 1 to 3, Block 18, Elyria for above, certified to <del>May 12, 1953</del> , 5/1/57,	3
Special Warranty Deed, April 8, 1953, from City and County of Denver re Lots 1 to 3, Block 18, Elyria,	4
Resolution, passed at meeting April 7, 1953, for City and County to sell above property,	5 - 6
Opinion, May 21, 1953, re above,	7 - 8
Certificate of Survey, May 21, 1953, re above,	10
Tax certificates re above, <input type="checkbox"/> Tax certificates surrendered to City & County - 2-1-60	11 - 17
Opinion, May 13, 1957, re above	18



Lots 1-3 Inc., Blk. 18, Elyria,  
City & County of Denver, Colo.



SCALE 1" = 20'

CLAUDE CT. GAS REGULATOR STA.

PARCEL NO. 16-64 CLAUDE COURT GAS REG. STATION NO. 51  
 MAP NO. 16-64-1 COUNTY DENVER

Document Dept. No.	1504	1504	1504	51097
Kind of Instrument	Sp. War. Deed	Resolution	Abstract	
Date of Instrument	April 8, 1953	April 7, 1953		
Grantor	C & C Denver	C & C Denver		
Grantee	P. S. Co.	P. S. Co.		
Recorded—Book	7290	7290		
" —Page	160	158		
" —Date	April 28, 1953	April 28, 1953		
Area				
Description	Lots 1-3 incl. Blk. 18, Elyria	Lots 1-3 incl. Blk. 18, Elyria	Lots 1-3 incl. Blk. 18, Elyria	

arks

DOCUMENT NUMBER 1504

REFERENCE SHEET TO:

DOCUMENT NO: 51097

KIND OF INSTRUMENT: ABSTRACT OF TITLE

DATED: Certified to May 12, 1953

Abstract of Title re Lots 1 to 3, Block 18,

Elyria, for

Claude Court Gas Regulator Station  
or Gas Regulator Station #51

*51097 R* **SUPPLEMENT** MAY 7 1964

PAGE NUMBER: \_\_\_\_\_



APR 28 1953

ded at .....o'clock.....M

2296 166

1574

Reception No.....Recorder.

216540

231

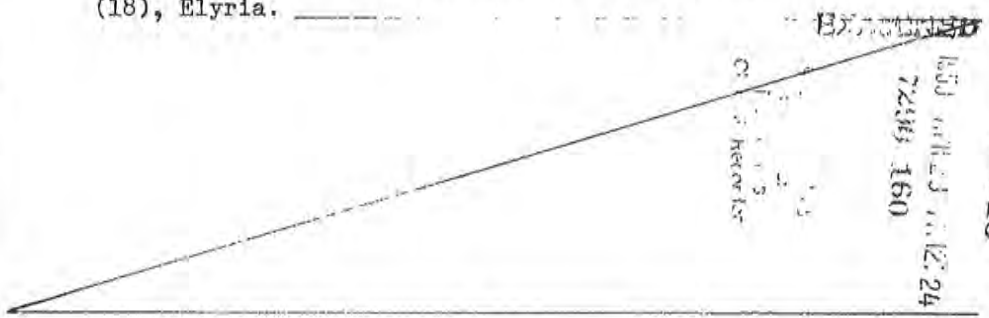
THIS DEED, Made this Eighth day of April in the year of our Lord one thousand nine hundred and Fifty-three between CITY AND COUNTY OF DENVER a municipal corporation duly organized and existing under and by virtue of the laws of the State of Colorado, of the first part, and Public Service Company of Colorado, a Colorado corporation of the City and County of Denver and State of Colorado, of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of FIVE HUNDRED (\$500.00) Dollars, to the said party of the first part, in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto the said part y of the second part, its successors and assigns forever, all the following described lot s or parcel of land, situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

APR-28-53 461016 LST-WD

1.25

Lots One (1) to Three (3) inclusive, Block Eighteen (18), Elyria.



Approved - Hynes

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Public Service Company of Colorado the said part y of the second part, and assigns forever.

And the said party of the first part, for itself and its successors covenants and agrees to and with the said part y of the second part, and assigns, the above bargained premises in the quiet and peaceable possession of the said part y 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, by, through or under the said party of the first part, to WARRANT AND FOREVER DEFEND.

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

Attest:

Mae Hynes Clerk and Recorder

CITY AND COUNTY OF DENVER

By George Manerbino Deputy Clerk

By Quigg Newton Mayor

STATE OF COLORADO, City and County of Denver ss.

The foregoing instrument was acknowledged before me this 8th day of April 19 53, by Quigg Newton, as Mayor and George Manerbino, as Deputy Clerk of City and County of Denver, a municipal corporation.

WITNESS my hand and official seal.

My commission expires March 25th, 1954

APPROVED AS TO FORM: Leonard M. Campbell, City Attorney By Charles H. Haines, Assistant

alpha E. White Notary Public

7250 158

APR 28 1953

*Public Service  
Company of Colorado  
a Colo Corp.  
c/o C. A. Henry.*

216539

33  
33  
83

R E S O L U T I O N

WHEREAS, by virtue of Treasurer's Tax Deed, duly acquired, the City and County of Denver is the owner of the following described property, situate in the City and County of Denver, State of Colorado, to-wit:

Lots One (1) to Three (3) inclusive, block Eighteen (18) Elyria; and

WHEREAS, a fair and reasonable consideration has been offered for the above property, and it is the opinion of the Board of Equalization that it is in the best interest of the said City and County that this offer be accepted:

NOW, THEREFORE, BE IT RESOLVED by the Board of Equalization of the City and County of Denver, performing the duties and functions of a Board of County Commissioners, that the sum of FIVE HUNDRED DOLLARS (\$500.00), part of which is to be paid for certificates for taxes for special and Moffat Tunnel assessments, and for Treasurer's fees, is hereby approved as consideration for the execution of a deed by the Mayor of the City and County of Denver, in accordance with Ordinance No. 6, Series of 1941.

AYES.....CAMPBELL, HOLLAND, BRODHEAD, (3)

NAYS.....NONE, (0)

STATE OF COLORADO, )  
  ) SS.  
CITY AND COUNTY OF DENVER, )

I hereby certify that the foregoing is a true statement of the action taken by the Board of Equalization of the City and County of Denver, performing the duties and functions of a Board of County Commissioners, at the meeting held April 7th, 1953.

MAE HYNES, Clerk and Recorder, City  
and County of Denver, Ex-Officio  
Clerk of the Board of Equalization  
by *Alpha C. White*  
Deputy Clerk



LEE, BRYANS, KELLY & STANSFIELD  
ATTORNEYS AT LAW  
1044 GAS AND ELECTRIC BUILDING  
DENVER 2, COLORADO

PAUL W LEE  
WILLIAM A BRYANS III  
CHARLES J KELLY  
EDGAR A STANSFIELD  
ALFRED J HAMBURG  
BRYANT O'DONNELL  
RALPH SARGENT, JR

May 28, 1953

Public Service Company of Colorado  
Denver  
Colorado

Attention: Mr. C. A. Henry

Gentlemen:

With reference to the abstract of title pertaining to Lots 1 to 3, Block 18 Elyria, Denver, Colorado, we note that the abstracter's certificate has been corrected and that it now certifies to all of Lot 3. With reference to the title to Lots 1, 2 and 3 inclusive, we refer to our opinion of prior date and state that there have been no additional entries made pertaining to the described property.

Mr. C. A. Henry of the Land Department has notified this office that no permanent improvements are to be made on this property in the foreseeable future. Under those circumstances, it is our opinion that it is not necessary to institute a quiet title proceeding at this time since title in the Public Service Company is such that it could be perfected by either a quiet title action or an action in eminent domain.

We hand you the abstract herewith.

Very truly yours,

LEE, BRYANS, KELLY & STANSFIELD

By

*Alfred J. Hamburg*

AJH:a  
enc.

*11-9-53  
Wish to see how  
Dept. to correct the  
error of 1952  
1957 for QT. David  
of record -  
Per company records  
to be reviewed to City  
of Denver*

LEE, BRYANS, KELLY & STANSFIELD  
ATTORNEYS AT LAW  
1044 GAS AND ELECTRIC BUILDING  
DENVER 2, COLORADO

PAUL W. LEE  
WILLIAM A. BRYANS, III  
CHARLES J. KELLY  
EDGAR A. STANSFIELD  
ALFRED J. HAMBURG  
BRYANT O'DONNELL  
RALPH SARGENT, JR.

May 21, 1953

Public Service Company of Colorado  
Denver  
Colorado

Attention: Mr. C. A. Henry

Gentlemen:

This is to certify that I have made an examination of the abstract of title attached hereto and last certified to by The Landon Abstract Company on the 12th day of May, 1953 at 8:00 o'clock A.M., and pertaining to the following described property:

Lots 1 to 3, Block 18, Elyria, Except the rear 5 feet described in book 1595, page 503 and except railroad right of way

Except incorporations and general instruments pertaining to Public Service Company of Colorado and/or its predecessors in interest, City and County of Denver, State of Colorado.

From my examination of the same, I find that the good and indefeasible title in and to the above described property was vested in the Public Service Company of Colorado, a corporation, free and clear of all liens and encumbrances, save and except the following:

1. It is to be noted that the abstract company has certified to Lots 1 and 3 but has accepted therefrom the rear five feet of Lot 3. The abstract should be returned to the abstract company for correction so that the said company does in fact certify to all of Lots 1 to 3 inclusive without excepting therefrom the rear five feet of Lot 3.

2. The title of the Public Service Company is based upon a Treasurer's Deed of 1948 and is therefore unmerchantable. A quiet title suit will correct any outstanding defects and the said suit should be instituted in the very near future, especially since the company intends to use the same for a gas regulator station.

Public Service Company of Colorado -2-

May 21, 1953

3. These premises are of course subject to taxes for the current year and to rights of persons in possession.

I hand you the abstract herewith.

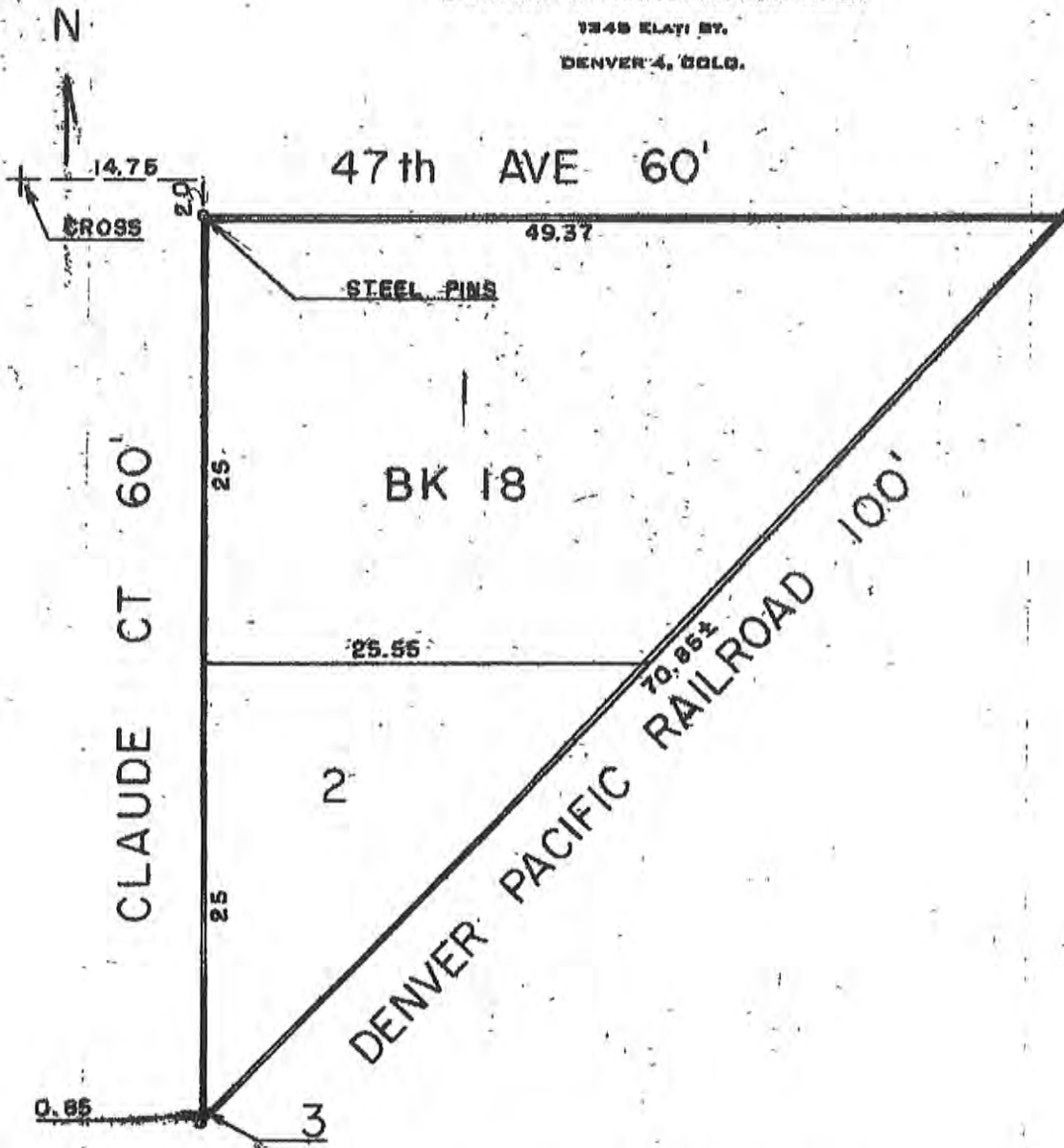
Very truly yours,

LEE, BRYANS, KELLY & STANSFIELD

By *Alfred J. Hamburg*

AJH:a

1248 ELYRIA ST.  
DENVER 4, COLORADO.



CERTIFICATE OF SURVEY

I, Norman J. Castellan, a Registered Engineer, certify that on May 21, 1953, I surveyed and staked as indicated on the above plat Lots 1 to 3 inclusive, Block 18, Elyria, City and County of Denver, Colorado.



*Norman Castellan*  
Registered Engineer

REDEMPTION DEPARTMENT *Yo C.A.H my*  
*Real estate agent.*

TREASURER'S OFFICE

CITY AND COUNTY BUILDING

N<sup>o</sup> 12581Denver, Colo. April 16 19 53
 Received of Public Service Company of Colorado  
Seventy-two and 35/100 Dollars
on account of assignment authorized by Order No. 9743 as follows:

Certificate of Purchase No.	DESCRIPTION OF LAND ASSIGNED				AMOUNT PAID	
	PART OF SECTION OR LOT	Section or Block	Township Town or City	Range, Division or Addition	Dollars	Cents
42217	1 and 2	18		Elyria	38	40
2350	1 and 2	18		Elyria	33	95
				City Deed		
					Fee	
					TOTAL	72 35

RECEIVED ABOVE CERTIFICATES

 Signed \_\_\_\_\_ A. S. Brodhead (SEAL)  
 Manager of Revenue, ex-officio Treasurer City and County of Denver
Date \_\_\_\_\_ By Lloyd C. Lane

11

1

MAR 9 1962  
REDEMPTION CERTIFICATE

Year 1934 9030

#0430

8813 37

Page 195 ✓

A 48010 ✓

TREASURER'S OFFICE  
CITY AND COUNTY OF DENVER, STATE OF } SS.  
COLORADO

I HEREBY CERTIFY that the Real Estate herein described, situate in the City and County of Denver and State of Colorado,  
which was sold for delinquent Moffat Tunnel Improvement District taxes for the year 1934

on the 26<sup>th</sup> day of November 1935, has this day been redeemed by

Public Service Company of Colorado by the payment to me of  
the respective sums of money set opposite said tract, being the amount due thereon, as provided by law, to-wit:

DESCRIPTION OF LAND REDEEMED					AMOUNT PAID	
Certificate of Purchase No.	PART OF SECTION OR LOT	Section or Block	Township Town or City	Range, Division or Addition	Dollars	Cents
28025	land 2	18	<del>18</del>	Elyria		
					009030	0
						050
						60
						1
						50

CERTIFICATE SURRENDERED



RECORDED IN 8813 37  
MAR 9 1 15 PM '62  
STATE OF COLORADO  
CITY AND COUNTY OF DENVER  
FILED IN HY OFFICE ON

MAR--9-62 890041 LST--RED

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6<sup>th</sup> day of March, 1962

Frank K. Southworth (SEAL)  
Manager of Revenue, ex-officio Treasurer City and County of Denver

By W.B. Bailey

12



09021

REDEMPTION CERTIFICATE

Year 1928

**MAR 9 1962** #6430

Page 330

A 48001

TREASURER'S OFFICE  
CITY AND COUNTY OF DENVER, STATE OF } SS.  
COLORADO

I HEREBY CERTIFY that the Real Estate herein described, situate in the City and County of Denver and State of Colorado, which was sold for delinquent Moffat Tunnel Improvement District taxes for the year 1928

on the 8 day of December 1933, has this day been redeemed by

Public Service Company of Colorado by the payment to me of the respective sums of money set opposite paid tract, being the amount due thereon, as provided by law, to-wit:

DESCRIPTION OF LAND REDEEMED					AMOUNT PAID	
Certificate of Purchase No.	PART OF SECTION OR LOT	Section or Block	Township Town or City	Range, Division or Addition	Dollars	Cents
2693	3	18	Elyria		009021	050
<b>CERTIFICATE SURRENDERED</b>						
MAR-9-62 890032 28 LST-RED						
Certificate Fee						60
TOTAL						1
Recording Fee Paid Recorder						50

RECORDED IN BOOK 8813  
 MAR 9 1 14 PM '62  
 LOUIS S. BOULEVARD  
 FRANK AND REORDER  
 STATE OF COLORADO  
 CITY AND COUNTY  
 OF DENVER  
 FILED IN MY OFFICE ON

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6<sup>th</sup> day of March, 1962

Frank K. Southworth (SEAL)  
Manager of Revenue, ex-officio Treasurer City and County of Denver

By W.B. Bailey

# Moffat Tunnel District

REDEMPTION DEPARTMENT

TREASURER'S OFFICE

CITY AND COUNTY BUILDING

*g* A. Henry  
Real Estate Agent

**Nº 14971**

*B/0 9743*

DENVER, COLO., *April 16 1953*

RECEIVED OF Public Service Company of Colorado  
Four and 38/100 Dollars

ON ACCOUNT OF ASSIGNMENT AUTHORIZED BY ORDER NO. 4-7-43 AS FOLLOWS:

DESCRIPTION OF LAND ASSIGNED					AMOUNT PAID	
CERTIFICATE OF PURCHASE NO.	PART OF SECTION OR LOT	SECTION OR BLOCK	TOWNSHIP, TOWN OR CITY	RANGE, DIVISION OR ADDITION	DOLLARS	CENTS
28025	1 and 2	18	Elyria		3	08
1934	K-1366 Val 50					78
1935	K-1182 60					09
1936	K-1232 60					09
1937	Cy-4728 60					12
1938	4423 100					20
1939	4117 100					20
1940	3639 100					20
1941	2909 100					20
1942	2823 100					20
1943	2750 100					20
1944	2384 100					20
1945	2043 100					20
1946	Cy-1433 100					20
1947	E-5687 100					20
1948	City - Exempt					
			City Deed			
				FEE . . . .	1	30
				TOTAL . . . .	4	38

RECEIVED ABOVE CERTIFICATES

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**A. S. Brodhead** (SEAL)  
MANAGER OF REVENUE, EX-OFFICIO TREASURER,  
CITY AND COUNTY OF DENVER

BY Lloyd Lane

*14*

09014

MAR 9 1962

8813 21

Form T.D. 315-5M Sets-8-55

REDEMPTION CERTIFICATE

# 6430

Year 1936

Page 420

TREASURER'S OFFICE  
CITY AND COUNTY OF DENVER, STATE OF COLORADO } SS.

E 62063

I HEREBY CERTIFY that the Real Estate herein described, situate in the City and County of Denver and State of Colorado, which was sold for delinquent taxes for the year 1936

on the 2nd day of December 1937, has this day been redeemed by

Public Service Company of Colorado by the payment to me of the respective sums of money set opposite said tract, being the amount due thereon, as provided by law, to-wit:

DESCRIPTION OF LAND REDEEMED					AMOUNT PAID	
Certificate of Purchase No.	PART OF SECTION OR LOT	Section or Block	Township Town or City	Range, Division or Addition	Dollars	Cents
2350	1 & 2	18	Elyria		009014	0.50
CERTIFICATE SURRENDERED MAR-9-62 890025 LST-RED Certificate Fee TOTAL Recording Fee Paid Recorder					60	50

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6th day of March, 1962

Frank K. Southworth (SEAL)  
Manager of Revenue, ex-officio Treasurer City and County of Denver  
By: M.B. Bailey

15

# Moffat Tunnel District

of Henry  
Real Estate Agent

REDEMPTION DEPARTMENT  
TREASURER'S OFFICE  
CITY AND COUNTY BUILDING

Nº 14972

B/09743

DENVER, COLO., April 16 1953

RECEIVED OF Public Service Company of Colorado  
Three and 78/100 Dollars

ON ACCOUNT OF ASSIGNMENT AUTHORIZED BY ORDER NO. -1- AS FOLLOWS:

DESCRIPTION OF LAND ASSIGNED						AMOUNT PAID	
CERTIFICATE OF PURCHASE NO.	PART OF SECTION OR LOT	SECTION OR BLOCK	TOWNSHIP, TOWN OR CITY	RANGE, DIVISION OR ADDITION	DOLLARS	CENTS	
2693	3	18	Elyria		1	88	
1928	D-2050 Val.	10				72	
1929	D-2145	10				22	
1930	D-2120	10				22	
1931	Cy 1160	10				21	
1932	2456	10				22	
1933	640	10				02	
1934	632	10				01	
1935	3288	10				02	
1936	2963	10				02	
1937	4729	10				02	
1938	4424	10				02	
1939	4118	10				02	
1940	3640	10				02	
1941	2910	10				02	
1942	2824	10				02	
1943	2751	10				02	
1944	2385	10				02	
1945	2044	10				02	
1946	Cy-1434	10				02	
1947	E-5688	10				02	
1948	City-Exempt						
					FEE . . . .	190	
					TOTAL . . . .	378	

City Dist

RECEIVED ABOVE CERTIFICATES

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**A. S. Brodhead** (SEAL)  
MANAGER OF REVENUE, EX-OFFICIO TREASURER,  
CITY AND COUNTY OF DENVER

BY Lloyd A. Lane

16

09013

8813 20

MAR 9 1962

1504

Form T.D. 315-5M Sets-8-55

REDEMPTION CERTIFICATE

Year 1933

#6450

Page 572

TREASURER'S OFFICE CITY AND COUNTY OF DENVER, STATE OF COLORADO } SS.

E 62062

I HEREBY CERTIFY that the Real Estate herein described, situate in the City and County of Denver and State of Colorado, which was sold for delinquent taxes for the year 1934

Elyria Improvement Dist # 1

on the 27th day of November 1934, has this day been redeemed by

Public Service Company of Colorado

by the payment to me of the respective sums of money set opposite said tract, being the amount due thereon, as provided by law, to-wit:

Table with columns: Certificate of Purchase No., PART OF SECTION OR LOT, Section or Block, Township Town or City, Range, Division or Addition, AMOUNT PAID (Dollars, Cents). Includes handwritten entries for certificate #42217, land 2, section 18, township Elyria, and amount 009013. Includes stamps: CERTIFICATE SURRENDERED, MAR 9 1 13 PM '62, MAR-9-62 890024, LST-RED, Certificate Fee 60, TOTAL, Recording Fee Paid Recorder 50.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6th day of

March, 1962

Frank K. Southworth (SEAL) Manager of Revenue, ex-officio Treasurer City and County of Denver

By W.B. Baugh

PAUL W. LEE (1948-1954)  
WILLIAM A. BRYANS, III  
CHARLES J. KELLY  
EDGAR A. STANSFIELD  
ALFRED J. HAMBURG  
BRYANT O'DONNELL  
FLETCHER THOMAS  
DONALD D. CAWELTI  
ROBERT F. THOMPSON

LEE, BRYANS, KELLY & STANSFIELD  
ATTORNEYS AT LAW  
1044 GAS AND ELECTRIC BUILDING  
DENVER 2, COLORADO

TELEPHONE  
ACOMA 2-9451

May 13, 1957

Public Service Company of Colorado  
Gas and Electric Building  
Denver, Colorado

ATTENTION: Mr. C. A. Henry

Gentlemen:

Re: Doc. Dept. No. 51097

This is to certify that we have examined the abstract of title to the following described premises:

Lots 1 to 3 Block 18 Elyria: City and County  
of Denver, State of Colorado

as last certified to by the Landon Abstract Company on the first day of May, A.D. 1957, at 4:00 o'clock P.M., and from such examination we find the fee simple title to be in

PUBLIC SERVICE COMPANY OF COLORADO

SUBJECT TO:

1. Taxes as may be shown by a certificate of taxes due.
2. Indenture of Public Service Company of Colorado to Guarantee Trust Company of New York as Trustee and the supplements thereof.

We hand you the abstract of title herewith.

Very truly yours,

LEE, BRYANS, KELLY & STANSFIELD

By

*Donald D. Cawelti*

DDC/jh

CLAUDE CT GAS REG SITE

DOC # 1504

ABS # 51097