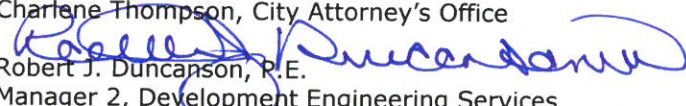




Department of Public Works
Engineering Regulatory & Analytics
201 W. Colfax Avenue, Dept. 507
Denver, CO 80202
720-865-3001
www.denvergov.org/survey

REQUEST FOR ORDINANCE TO RELINQUISH EASEMENT

TO: Charlene Thompson, City Attorney's Office

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

PROJECT NO: 2016-RELINQ-0000022

DATE: December 22, 2016

SUBJECT: Request for an Ordinance to relinquish easements established in the Covenant and Permit recorded with the City and County of Denver at Recordation Number 2000061256.

NOTE: This easement is being relinquished in its entirety, thus, no new legal description is needed.

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

This office has investigated the request of Cathy Gale, dated December 15, 2016, on behalf of Lowry Redevelopment Authority for the relinquishment of said easements.

This matter has been checked by this office and has been coordinated with Asset Management; Comcast; the City Councilperson; CPD: Planning Services; Historic Preservation/Landmark; Denver Water; Denver Fire Department; City Forestry; Parks and Recreation; Engineering, Regulatory, and Analytics Transportation and Wastewater; Public Works: Construction Engineering; Public Works – Policy and Planning; Metro Wastewater Reclamation District; Survey; CenturyLink; and Xcel Energy, all of whom have returned our questionnaires indicating their agreement.

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

Therefore, you are requested to initiate Council action to relinquish the easements in their entirety.

A map of the area and a copy of the document creating the easement are attached.

RJD:cs

cc:
City Councilperson & Aides
City Council Staff – Shelley Smith
Department of Law – Brent Eisen
Department of Law – Shaun Sullivan
Public Works, Manager's Office – Alba Castro
Public Works, Legislative Services – Angela Casias
Public Works, Survey – Paul Rogalla

ORDINANCE/RESOLUTION REQUEST

Please email requests to Angela Casias
at angela.casias@DenverGov.org by 12:00 pm 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: December 22, 2016

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, contract amendment, municipal code change, supplemental request, etc.**)*

Request for an Ordinance to relinquish certain easements established in the Covenant and Permit recorded with the City and County of Denver at Recordation Number 2000061256.

3. **Requesting Agency:** Public Works – Right of Way Services – Engineering, Regulatory, and Analytics

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

- **Name:** Chaunda Sinn
- **Phone:** (720) 865-3036
- **Email:** chaunda.sinn@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:** Angela Casias
- **Phone:** 720-913-8529
- **Email:** Angela.Casias@denvergov.org

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

This is a request to relinquish certain easements established in the Covenant and Permit recorded with the City and County of Denver at Recordation Number 2000061256.

****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 – please do not leave blank.)*

- a. **Contract Control Number:** N/A
- b. **Contract Term:** N/A
- c. **Location:** S. Quebec St. and Bayaud Ave.
- d. **Affected Council District:** District 5, Mary Beth Susman
- e. **Benefits:** N/A
- f. **Contract Amount (indicate amended amount and new contract total):** 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: _____

EASEMENT RELINQUISHMENT EXECUTIVE SUMMARY

Project Title: 2016-RELINQ-000022 Lowry-Blvd One drainage pond

Owner name: The Lowry Redevelopment Authority

Description of Proposed Project: Request for an Ordinance to relinquish certain easements established in the Covenant and Permit recorded with the City and County of Denver at Recordation Number 2000061256.

Explanation of why the public right-of-way must be utilized to accomplish the proposed project: The customer is developing the land and a new detention pond is being built and conveyed to the City by a Permanent Non-Exclusive Easement.

Background: The customer is relinquishing rights to this drainage pond and, in turn, granting the City rights to one *being* constructed.

Location Map:



1

2000081258 2000/05/02 14:58:56 1/ 16 COV
DENVER COUNTY CLERK AND RECORDER .00 .00 SMP

COVENANT AND PERMIT

THIS COVENANT AND PERMIT, made and executed this ^{2ND} day of *May*, 2000, by the CITY AND COUNTY OF DENVER, a municipal corporation duly organized and existing under and by virtue of the Constitution of the State of Colorado, hereinafter referred to as the "City", and the Lowry Community Master Association, Inc., a Colorado non-profit corporation, hereinafter referred to as the "PERMITTEE"

WITNESSETH

WHEREAS, the United States of America is the owner of the following described real property (the "USAF Property") situated in the City and County of Denver, State of Colorado, attached hereto as Exhibit A; and the LRA is the owner of the following described real property ("LRA Property") situated in the City and County of Denver, State of Colorado attached hereto as Exhibit B. The "USAF Property" and the "LRA Property" are collectively legally described as set forth in the attached Exhibit C and are hereinafter collectively referred to as (the "Property"); and

WHEREAS, the Lowry Economic Redevelopment Authority (the "LRA") is the developer of property adjacent to the Property and which is described as Lowry Filing No. 2 ("Filing No. 2"); and

WHEREAS, the PERMITTEE was created by the LRA pursuant to Article 3.3 of Title 38 of the Colorado Revised Statutes, for purposes to, amongst other purposes to maintain property which benefits the PERMITTEE and the members of the PERMITTEE; and

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

WHEREAS, the LRA has obtained permission from the City to build a permanent detention pond (the "Pond") serving Filing No. 2 and the common area contained therein which is owned by the PERMITTEE as described in Final Drainage Report, Lowry Southwest Neighborhood Filing No. 2, dated July 3, 1997, Revised September 30, 1997 (the "Drainage Study") and related construction documents prepared by BRW Inc., as approved by the Wastewater Management Division, the legal description of the Pond being as set forth on Exhibit C, and being more further graphically depicted on attached Exhibit D, attached and made a part hereof; and

WHEREAS, the PERMITTEE has obtained an Easement For Detention Pond Right-Of-Way, NO: SPCDEN 2-00-0008 from the USAF (the "USAF Easement"), for the use of the "USAF Property" a copy of which is attached hereto as Exhibit E and has also obtained a Detention Pond Easement from the LRA (the "LRA Easement") for the use of the "LRA Property" a copy of which is attached hereto as Exhibit F. The USAF Easement and LRA Easement are collectively referred to as (the "Easement")

WHEREAS, the City is willing to permit construction of the Pond and appurtenances thereto to serve the Property and Filing No. 2 upon condition that the PERMITTEE make and execute this COVENANT AND PERMIT.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and in consideration of the granting by the City and County of Denver Department of Public Works, Wastewater Management Division, of a permit to construct the Pond and appurtenant structures located or to be located on the Property, the parties hereto mutually agree as follows:

1. The Pond herein described is covered by this COVENANT AND PERMIT.
2. The LRA will construct and the PERMITTEE will, subject to the terms and conditions of the Easement, maintain the Pond in operable condition at all times to serve the drainage, detention, and amenity purposes for which it has been designed. The PERMITTEE will perform all maintenance on the Pond subject to the terms and conditions of the Easement.

GFP:\Covenant and Permit
04/06/00

3. It is mutually agreed to by the parties hereto that this permit shall only apply to the facilities permitted and approved for construction on the Property on the date of execution, and shall not be construed as permission to add any additional drainage or detention facilities or improvements without first obtaining a permit from the City and County of Denver, Department of Public Works, Wastewater Management Division, and if applicable, the Denver Public Works Building Inspection Division.
4. The City assumes no responsibility for the Pond, and the maintenance and repair of the Pond shall be the responsibility of the PERMITTEE, its successors, assigns. All extensions, modifications, repairs, and replacements, if permitted hereby or, where required by the Wastewater Management Division, will be done at the expense of the PERMITTEE or its successors or assigns.
5. If, in the sole determination of the City, the Pond is not properly maintained or is closed, blocked, vacated or inhibited in its operation, the City shall give notice to the PERMITTEE and if repairs or corrections are not made within the time reasonably designated in such notice, the City is authorized to, and, subject to the terms and conditions of the Easement, shall make or have made repairs or corrections and will charge and collect the cost thereof from the PERMITTEE for all repairs for which the PERMITTEE shall be liable. The PERMITTEE shall neither (a) alter the Property nor (b) close, block, vacate the roadways or streets so that as a result of (a) or (b) the provision of the above stated services to the Property is rendered impossible or materially impaired. While the City assumes no obligation for the maintenance or operation of the Pond, in the event of a malfunction or failure on the part of the PERMITTEE to correct same in a reasonable time, the PERMITTEE authorizes the City to make or have made the correction or repair and to charge and collect the cost thereof from the PERMITTEE based on its individual responsibility as set forth above and City shall charge all costs in accordance with said responsibility.
6. PERMITTEE agrees that the maintenance and responsibility for the Pond shall be as set forth in Paragraphs 2 and 5 above. PERMITTEE shall bear the cost of its responsibilities hereunder.
7. To the extent permitted by law, the PERMITTEE agrees to defend, indemnify, and save harmless the City, its officers, agents and employees against any and all claims, liabilities, actions, cause of action, or legal or equitable proceedings for damage to property or injuries to or death of any person or persons which result from City operations in relation to the Pond, provided, however, that the PERMITTEE need not indemnify or save harmless the City, its officers, and employees from damages as aforesaid proximately resulting from the sole negligence of the City's officers, agents, and employees.
8. The covenant and duties contained herein shall run with the land and shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors, or assigns and shall be considered a covenant running with the land to the extent of the PERMITTEE's interest in the land and to the fullest extent permitted by law.

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

NEXT PAGE IS SIGNATURE PAGE

GFP: Covenant and Permit
04/06/00

SIGNATURE PAGE TO
COVENANT AND PERMIT

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

By: *Nick Skifalides*
Nick Skifalides, P.E.
DEPUTY MANAGER OF PUBLIC WORKS
FOR WASTEWATER MANAGEMENT

APPROVED AS TO FORM:
By: *Steven J. Conn*
Steven J. Conn
ASSISTANT CITY ATTORNEY

PERMITTEE:
LOWRY COMMUNITY MASTER ASSOCIATION, INC.
A Colorado nonprofit corporation.
By: *G. K. Pali*
Title: President

ATTEST:
By: *Michelle Surrency*
Title: Secretary

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

The foregoing instrument was acknowledged before me this 10th day of April, 2000, by Gregory K. Palkanis as President and Michelle Surrency as Secretary of Lowry Community Master Association, Inc.

Hallenda R. Slattery
Notary Public

Witness my hand and official seal.
My commission expires: 3/28/2001

HALLENDA R. SLATTERY
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/28/2001

GFP: Covenant and Permit
04/06/00

CONSENT

The Lowry Economic Redevelopment Authority hereby consents to the terms of the above Covenant and Permit.

LOWRY ECONOMIC REDEVELOPMENT AUTHORITY
A Colorado nonprofit corporation.

By: Thomas O. Mackham
Title: EXECUTIVE DIRECTOR

ATTEST:

By: Montgomery C. Fore
Its: Deputy Director

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

The foregoing instrument was acknowledged before me this 10th day of April, 2000, by Thomas O. Mackham as Executive Director and Montgomery C. Fore as Assistant Secretary/Deputy Director of Lowry Economic Redevelopment Authority

Dana J. Lindholm
Notary Public



Witness my hand and official seal.

My commission expires: October 15, 2001

EXHIBIT A
USAF PROPERTY


DFAS DETENTION POND DESCRIPTION:

A parcel of land being a part of the Southeast Quarter of Section 8, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Section 8;
 Thence North 00°02'35" East, along the East Line of said Southeast Quarter, a distance of 1349.53 feet;
 Thence North 89°57'25" West a distance of 110.00 feet to the northeast corner of Lowry Filling No. 2, as recorded at Reception Number 9700172497 in the City and County of Denver Clerk and Recorders Office;
 Thence North 90°00'00" West, along the North line of said Lowry Filling No. 2 a distance of 10.00 feet to a point 120.00 feet west of said East line and the POINT OF BEGINNING;
 Thence North 90°00'00" West, along said North line a distance of 526.42 feet;
 Thence North 00°00'07" West a distance of 280.72 feet;
 Thence North 56°08'45" East a distance of 261.96 feet;
 Thence South 89°58'33" East a distance of 309.29 feet to a point 120.00 feet West of said East Line;
 Thence South 00°02'35" West, parallel with and 120.00 feet West of said East Line, a distance of 426.64 feet to the POINT OF BEGINNING.

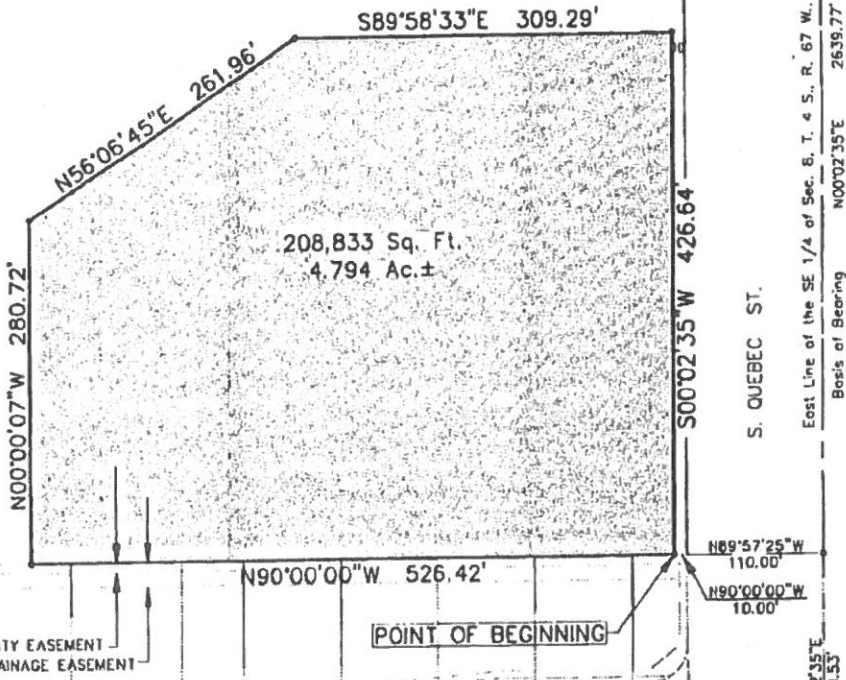
Sold parcel contains 208,833 square feet, (4.794 acres), more or less.

For the purpose of this description: Bearings are based on the East Line of the Southeast Quarter of said Section 8, as marked by found 1-1/2" aluminum cap in range box stamped "Denver City Engineer" at the Southeast corner, and by a 3-1/4" aluminum cap in range box stamped BRW, INC. PLS 20683 at the East 1/4 corner, as bearing North 00°02'35" East. The Bearing of said East Line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under Project No. 94-579, dated 04/09/96, and recorded in Book 23 of the County Surveyor's Land Survey/Right of Way Surveys at Page 102-103.

				EXHIBIT			
	REVISED	JMM	02-00	PREPARED BY:	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
	APPROVED			PROJECT	DFAS DETENTION POND		
	CHECKED	ADJ	01-99	LOCATION (RT-80)	R 67 W, T 4 S, Sec. 8, SE1/4 (674-08.4)		
	DRAWN	JMM	01-99	JOB NO.	PROJECT NO.	SW FILE NO.	SHEET
	SURVEYED			D14			1 of 2
	ACTION	BY	DATE				
CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION							

E 1/4 Corner of Sec. 8
T. 4 S., R. 67 W. of the 6th P.M.
Found 3-1/4" aluminum cap in range
box. Stamped: BRW INC. PLS 20683

UNPLATTED



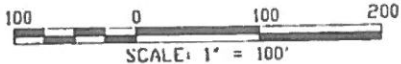
208,833 Sq. Ft.
4.794 Ac. ±

8' UTILITY EASEMENT
20' DRAINAGE EASEMENT

POINT OF BEGINNING

LOWRY FILING NO. -2
Rec. #9700172497

BAYAUD AVE.



POINT OF COMMENCEMENT

SE corner of Sec. 8,
T. 4 S., R. 67 W. of the 6th P.M.
Found 1 1/2" aluminum cap in range box.
Stamped: Denver City Engineer

CERTIFICATION: REGISTERED LAND SURVEYOR



EXHIBIT			
PREPARED BY	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
PROJECT	DFAS DETENTION POND		
LOCATION (R1-50)	R 67 W, T 4 S, Sec. 8, SE 1/4, (674-08.4)		
ACTION	BY	DATE	JOB NO. PROJECT NO. RW FILE NO. SHEET
	Jmm	2-00	014 2 of 2
	ADJ	1-99	
	JMM, CcW	1-99	

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

EXHIBIT B.
LRA PROPERTY

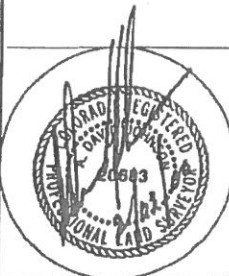
LRA DETENTION POND DESCRIPTION:

A parcel of land being a part of the Southeast Quarter of Section 8, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

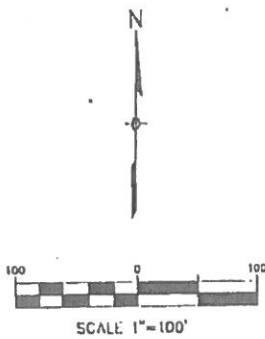
Commencing at the Southeast corner of said Section 8;
Thence North 00°02'35" East, along the East Line of said Southeast Quarter, a distance of 1349.53 feet;
Thence North 89°57'25" West a distance of 110.00 feet to the Northeast corner of Lowry Filing No. 2, as recorded at Reception Number 9700172497 in the City and County of Denver Clerk and Recorders Office, and the POINT OF BEGINNING;
Thence North 90°00'00" West, along said North line a distance of 10.00 feet to a point 120.00 feet West of said East line;
Thence North 00°02'35" East parallel with and 120.00 feet West of said East line, a distance of 426.64 feet;
Thence South 89°58'33" East a distance of 10.00 feet to a point 110.00 feet West of said East Line;
Thence South 00°02'35" West, along a line parallel with and 110.00 feet West of said East Line, a distance of 426.64 feet to the POINT OF BEGINNING.

Said parcel contains 4,266 square feet, (0.098 acres), more or less.

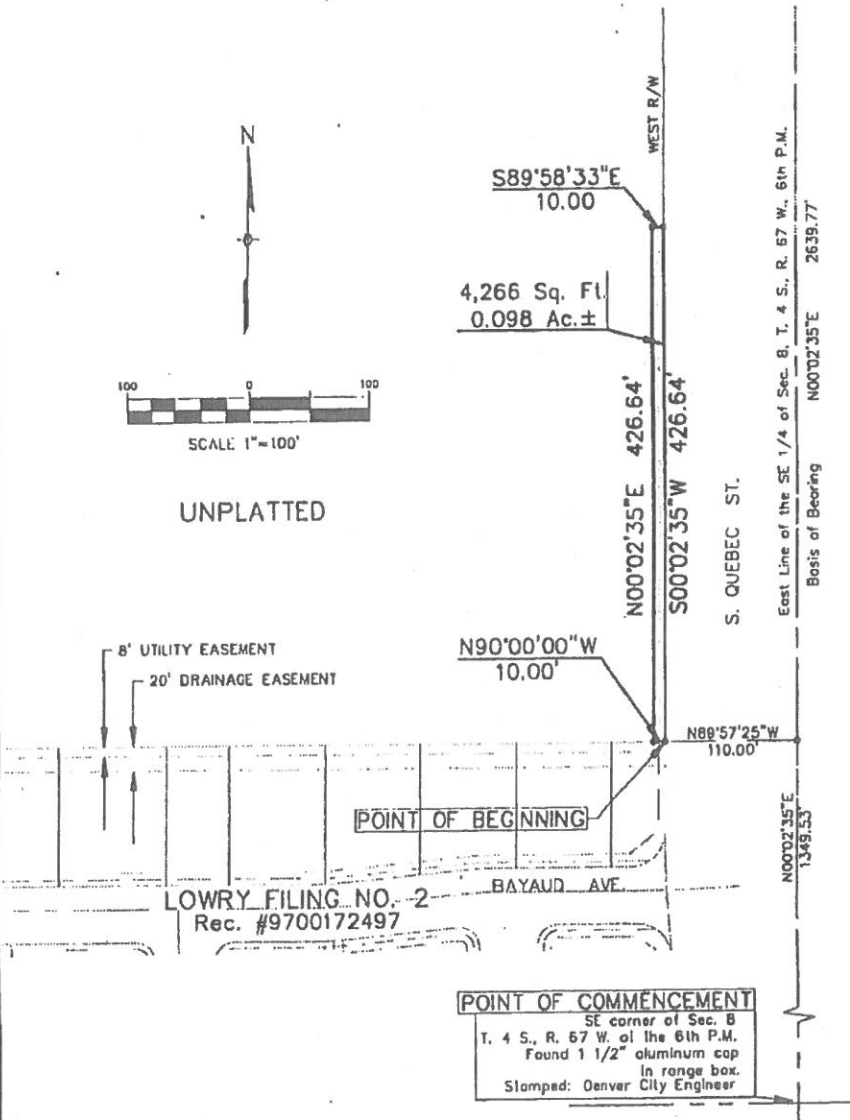
For the purpose of this description: Bearings are based on the East Line of the Southeast Quarter of said Section 8, as marked by found 1-1/2" aluminum cap in range box stamped "Denver City Engineer" at the Southeast corner, and by a 3-1/4" aluminum cap in range box stamped BRW, INC. PLS 20683 at the East 1/4 corner, as bearing North 00°02'35" East. The Bearing of said East Line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under Project No. 94-579, dated 04/09/96, and recorded in Book 23 of the County Surveyor's Land Survey/Right of Way Surveys at Page 102-103.

		EXHIBIT			
		REVISED			PREPARED BY: BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080
		APPROVED			PROJECT: DFAS DETENTION POND
		CHECKED	ADJ	02-00	LOCATION (R1-S0) R 67 W, T 4 S, Sec. 8, SE1/4 (674-08.4)
		DRAWN	JMM	02-00	JOB NO. 014 PROJECT NO. INV FILE NO. SHEET 1 of 2
		SURVEYED			
ACTION	BY	DATE			
CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION					

E 1/4 Corner of Sec. 8, T. 4 S.,
R. 67 W. of the 6th P.M.
Found 3-1/4" aluminum cap in range
box. Stamped: BRW INC. PLS 20883



UNPLATTED



LOWRY FILING NO. 2
Rec. #9700172497

POINT OF COMMENCEMENT
SE corner of Sec. 8
T. 4 S., R. 67 W. of the 6th P.M.
Found 1 1/2" aluminum cap
in range box.
Stamped: Denver City Engineer

CERTIFICATION: REGISTERED LAND SURVEYOR

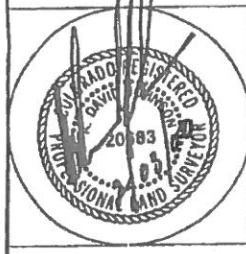


				EXHIBIT			
REVISED	JMM	2-00	PREPARED BY:	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080			
APPROVED			PROJECT:	OFAS DETENTION POND			
CHECKED	ADJ	1-99	LOCATION (R1-90)	R 67 W, T 4 S, Sec. 8, SE 1/4, (674-08.4)			
DRAWN	JMM,CcW	1-99	JOB NO.	PROJECT NO.	R/W FILE NO.	SHEET	
SURVEYED			014			2	of 2
ACTION	BY	DATE					

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

EXHIBIT C
POND LEGAL

DFAS DETENTION POND DESCRIPTION:

A parcel of land being a part of the Southeast Quarter of Section 8, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Section 8;
 Thence North 00°02'35" East, along the East Line of said Southeast Quarter, a distance of 1349.53 feet;
 Thence North 89°57'25" West a distance of 110.00 feet to the northeast corner of Lowry Filing No. 2, as recorded at Reception Number 9700172497 in the City and County of Denver Clerk and Recorders Office, and the POINT OF BEGINNING;
 Thence North 90°00'00" West, along the North line of said Lowry Filing No. 2 a distance of 536.42 feet;
 Thence North 00°00'07" West a distance of 280.72 feet;
 Thence North 56°06'45" East a distance of 261.96 feet;
 Thence South 89°58'33" East a distance of 319.29 feet to a point 110.00 feet West of said East Line;
 Thence South 00°02'35" West, along a line parallel with and 110.00 feet West of said East Line, a distance of 426.64 feet to the POINT OF BEGINNING.

Said parcel contains 213,100 square feet, (4.892 acres), more or less.

For the purpose of this description: Bearings are based on the East Line of the Southeast Quarter of said Section 8, as marked by found 1-1/2" aluminum cap in range box stamped "Denver City Engineer" at the Southeast corner, and by a 3-1/4" aluminum cap in range box stamped BRW, INC. PLS 20683 at the East 1/4 corner, as bearing North 00°02'35" East. The Bearing of said East Line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under Project No. 94-579, dated 04/09/96, and recorded in Book 23 of the County Surveyor's Land Survey/Right of Way Surveys at Page 102-103.


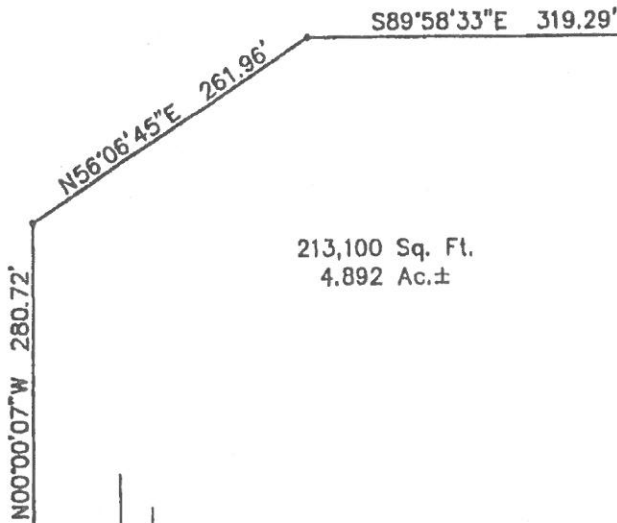
				EXHIBIT			
	REVISED	JMM	03-99	PREPARED BY:	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
	APPROVED:			PROJECT:	DFAS DETENTION POND		
	CHECKED	AJ	01-99	LOCATION (RT-50)	R 67 W, T 4 S, Sec. 8, SE1/4 (674-08.4)		
	DRAWN	JMM	01-99	JOB NO.	PROJECT NO.	REV FILE NO.	SHEET
	SURVEYED			014			1 of 2
ACTION	BY	DATE					
CITY AND COUNTY OF DENVER, DEPARTMENT OF PUBLIC WORKS, WASTEWATER MANAGEMENT DIVISION							

EXHIBIT D
POND DEPICTION

E 1/4 Corner of Sec. 8, T. 4 S.,
R. 67 W. of the 6th P.M.
Found 3-1/4" aluminum cap in range
box. Stamped: BRW INC. PLS 20683
State Plane Coordinates-
Northing 1687096.732
Easting 3167787.851

UNPLATTED



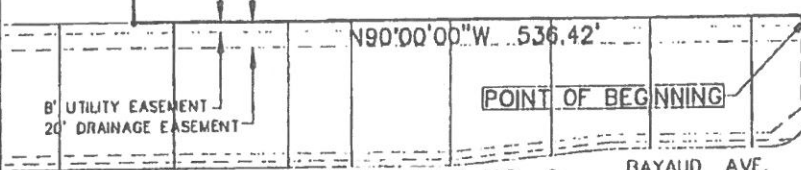
213,100 Sq. Ft.
4.892 Ac.±

WEST R/W

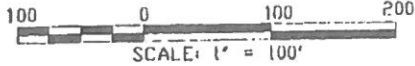
S00°02'35\"/>

S. QUEBEC ST.

East Line of the SE 1/4 of Sec. 8, T. 4 S., R. 67 W., 6th P.M.
Basis of Bearing N00°02'35\"/>



LOWRY FILING NO. 2
Rec. #9700172497



POINT OF COMMENCEMENT
SE corner of Sec. 8, T. 4 S.,
R. 67 W. of the 6th P.M.
Found 1 1/2" aluminum cap in range box.
Stamped: Denver City Engineer
State Plane Coordinates-
Northing 1684457.693
Easting 3167813.656

CERTIFICATION: REGISTERED LAND SURVEYOR



REVISED	JMM	3-99
APPROVED		
CHECKED	ADJ	1-99
DRAWN	JMM, CcW	1-99
SURVEYED		
ACTION	BY	DATE

EXHIBIT			
PREPARED BY:	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
PROJECT:	DFAS DETENTION POND		
LOCATION (AT-SO):	R 67 W, T 4 S, Sec. 8, SE 1/4, (874-08.4)		
JOB NO.	PROJECT NO.	R/W FILE NO.	SHEET
014			2 of 2

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

2

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS AIR FORCE SPACE COMMAND
EASEMENT FOR DETENTION POND RIGHT-OF-WAY
ON THE DENVER CENTER ANNEX

NO: SPCDEN-2-00-0008

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by 10 USC 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the Lowry Community Master Association, a Colorado non-profit corporation created by the Lowry Economic Redevelopment Authority pursuant to Article 3.3 of Title 38 of the Colorado Revised Statutes, hereinafter designated as the Grantee, an easement in perpetuity for a right-of-way for the construction, operation, and maintenance of a permanent drainage detention pond over, across, in and upon land of the United States, hereinafter designated as the Government, at the location shown in red on Exhibit "A" and more particularly described in Exhibit "B", all Exhibits being attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following provisions and conditions:

1. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to the general supervision and approval of the Air Force acting by and through the Wing Commander, Peterson Air Force Base, Colorado, hereinafter designated said officer, and subject also to such rules and regulations said officer may from time to time prescribe. Any reference to the Secretary of the Air Force or Wing Commander shall extend to and include their duly appointed successors and authorized representatives.
2. Construction and/or operation and maintenance of said facilities shall be accomplished without cost or expense to the Government and in such manner as not to endanger personnel or property of the Government on the said Government land or obstruct travel on any road thereon.
3. The Grantee shall supervise the said detention pond and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said detention pond and the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
4. Any property of the Government damaged or destroyed by the Grantee incident to the use and occupation of the said premises, shall be promptly repaired, or replaced by the Grantee to the satisfaction of the said officer or in lieu of such repair or replacement the Grantee shall, if so required by the said officer, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.
5. The Government reserves to itself the right to construct, use and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.
6. The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use and occupation of the said premises, nor for damages to the property of the Grantee, or for injuries to the person of the Grantee (if an individual), nor for damages to the property or injuries to the person of the Grantee's officers, agents, employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the Grantee shall hold the Government harmless from any and all such claims.

7. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the Grantee if the Secretary of the Air Force shall determine that the right-of-way hereby granted interferes with the use or disposal of said land or any part thereof by the Government, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the Grantee fully and promptly to comply with any and all of the conditions of this easement, or for nonuse for a two year period, or for abandonment.

8. Upon the termination of this grant, the Grantee shall, without expense to the Government, and within such time as the Secretary of the Air Force may indicate, remove the said detention pond and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the Grantee shall fail, neglect or refuse to remove the said detention pond and so restore the premises, the Government shall have the option either to take over the said detention pond as the property of the United States, without compensation therefore, or to remove it and perform the restoration work as aforesaid, at the expense of the Grantee, and in no event shall the Grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of it or on account of its removal.

9. The Grantee shall comply with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the said premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters. The Grantee shall be responsible for obtaining, at its cost and expense, any environmental permits required for its operations under the easement, independent of any existing permits.

10. The Grantee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The Grantee shall at no cost to the Government promptly comply with present and future federal, state and local laws, ordinances, or regulations controlling the quality of the environment. This does not affect the Grantee's right to contest their validity or applicability. The Grantee shall not be responsible for pollution caused by the Government.

11. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

12. The Grantee will use all reasonable means available to protect the environment and natural resources from damage arising from this grant or activities incident to it, and where damage nonetheless occurs, the Grantee shall be liable to restore the damaged resources to the satisfaction of the said officer. The use of pesticides shall be in accordance with appropriate federal, state, and local laws, rules and regulations.

13. The Grantee shall indemnify, save, and hold the Government harmless from any damages, costs, expenses, liabilities, fines, or penalties resulting in any way from releases, discharges, emissions, spills, storage, disposal, or any other acts or omissions by the Grantee, its officers, agents, employees, contractors, subcontractors, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under federal, state or local environmental laws. This condition shall survive the termination of this grant, and the Grantee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for actions of the type described in this Condition 13.

14. The Grantee shall not discriminate against any person or persons or exclude any persons from participation in the Grantee's operations, programs, or activities conducted on the easement premises, because of race, color, age, sex, handicap, national origin or religion.

15. It is understood that this instrument is effective only insofar as the rights of the Government in the said property are concerned, and that the Grantee shall obtain such permission as may be necessary on account of any other existing rights.

16. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the Grantee.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of March 2002, by authority of the Secretary of the Air Force.

[Handwritten Signature]

NAME

RICHARD P. PARKER, Colonel, USAF
Deputy Civil Engineer

TITLE

150 Vandenberg Street, Suite 1105
Peterson AFB CO 80814-4150
ADDRESS

STATE OF COLORADO

COUNTY OF EL PASO

) ss.

On the 20 day of March, ~~2002~~ ^{2000 amt}, before me Jeanette M. Hiser, the undersigned Notary Public, personally appeared Richard P. Parker, personally known to me to be the person whose name is subscribed to the foregoing Grant, and personally known to me to be Deputy Civil Engineer and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act and deed of the Secretary of the Air Force.

Jeanette M. Hiser

Notary Public
State of Colorado

Witness my hand and official seal.



Commission Expires: 31 Jan 2001

The above Instrument, together with all conditions thereof, is hereby accepted this 16th day of March 2002

LOWRY COMMUNITY MASTER ASSOCIATION
a Colorado nonprofit corporation

by: *[Handwritten Signature]*
NAME Gregory P. Palcanis

President

TITLE

555 Uinta Way
Denver, CO 80230

ADDRESS

STATE OF COLORADO
COUNTY OF EL PASO Denver } ss.

On the 16th day of March, 1999, before me Orona J. Lindholm, the undersigned Notary Public, personally appeared Gregory F. Polonis, personally known to me to be the person whose name is subscribed to the foregoing Grant, and personally known to me to be as President of the Lowry Community Master Association, Inc.

Orona J. Lindholm
Notary Public
State of Colorado

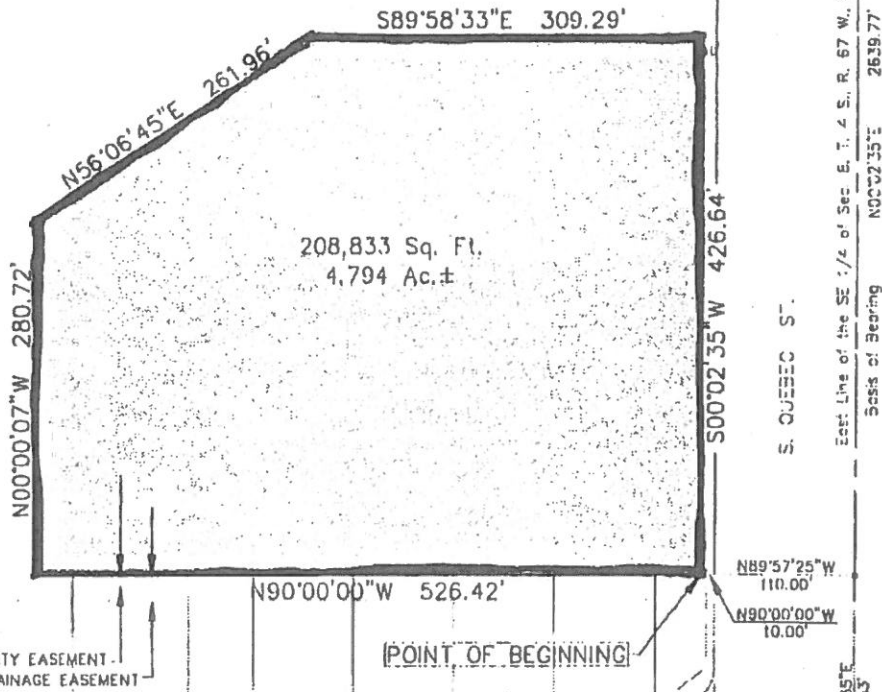


Witness my hand and official seal.
My commission expires: 10/15/2001

EXHIBIT A

E 1/4 Corner of Sec. 8,
T. 4 S., R. 67 W. of the 6th P.M.
Found 3-1/4" aluminum cap in range
box. Stamped: BRW INC. PLS 20663

UNPLATTED



B. UTILITY EASEMENT
20' DRAINAGE EASEMENT

POINT OF BEGINNING

LOWRY FILING NO: 2
Rec. #9700172497

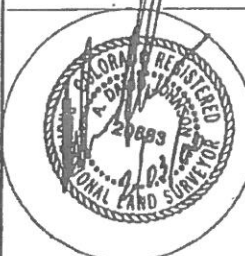
BAYAUD AVE.



POINT OF COMMENCEMENT

SE corner of Sec. 8,
T. 4 S., R. 67 W. of the 6th P.M.
Found 1 1/2" aluminum cap in range box.
Stamped: Denver City Engineer

CERTIFICATION: REGISTERED LAND SURVEYOR



ACTION			EXHIBIT			
REVISOR	JMM	2-00	PREPARED BY:	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8060		
APPROVED			PROJECT:	DFAS DETENTION POND		
CHECKED	AOJ	1-99	LOCATION (RT-50)	R 67 W, T 4 S, Sec. 8, SE 1/4, (674-08.4)		
DRAWN	JMM,CcW	1-99	ADD NO.	PROJECT NO.	HW FILE NO.	SHEET
SURVEYED			014			2 of 2

EXHIBIT B

DFAS DETENTION POND DESCRIPTION:

A parcel of land being a part of the Southeast Quarter of Section 8, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Section 8;
 Thence North 00°02'35" East, along the East Line of said Southeast Quarter, a distance of 1349.53 feet;
 Thence North 89°57'25" West a distance of 110.00 feet to the northeast corner of Lowry Filing No. 2, as recorded at Reception Number 9700172497 in the City and County of Denver Clerk and Recorders Office;
 Thence North 90°00'00" West, along the North line of said Lowry Filing No. 2 a distance of 10.00 feet to a point 120.00 feet west of said East line and the POINT OF BEGINNING;
 Thence North 90°00'00" West, along said North line a distance of 526.42 feet;
 Thence North 00°00'07" West a distance of 280.72 feet;
 Thence North 56°06'45" East a distance of 261.96 feet;
 Thence South 89°58'33" East a distance of 309.29 feet to a point 120.00 feet West of said East Line;
 Thence South 00°02'35" West, parallel with and 120.00 feet West of said East Line, a distance of 426.64 feet to the POINT OF BEGINNING.

Said parcel contains 208,833 square feet, (4.794 acres), more or less.

For the purpose of this description: Bearings are based on the East Line of the Southeast Quarter of said Section 8, as marked by found 1-1/2" aluminum cap in range box stamped "Denver City Engineer" at the Southeast corner, and by a 3-1/4" aluminum cap in range box stamped BRW, INC. PLS 20683 at the East 1/4 corner, as bearing North 00°02'35" East. The Bearing of said East Line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under Project No. 94-579, dated 04/09/96, and recorded in Book 23 of the County Surveyor's Land Survey/Right of Way Surveys at Page 102-103.


	REVISED	JMM	02-00	EXHIBIT			
	APPROVED			PREPARED BY	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200 SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
	CHECKED	ADJ	01-99	PROJECT	DFAS DETENTION POND		
	DRAWN	JMM	01-99	LOCATION (R-90)	R 67 W, T 4 S, Sec. 8, SE1/4 (674-08.4)		
	SURVEYED			JOB NO.	PROJECT NO.	REF. FILE NO.	SHEET
	ACTION	BY	DATE	014			1 of 2

EXHIBIT F

EASEMENT FOR DETENTION POND RIGHT OF WAY

The Lowry Economic Redevelopment Authority, a separate legal entity established pursuant to an Intergovernmental Agreement between the City and County of Denver, Colorado and the City of Aurora, Colorado pursuant to the provisions of C.R.S. § 29-1-203(4) and its successors and assigns (the "Grantor") for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, conveys, and assigns to Lowry Community Master Association, Inc., a Colorado non-profit corporation created by the Lowry Economic Redevelopment Authority pursuant to Article 3.3 of Title 38 of the Colorado Revised Statutes, and its successors and assigns (the "Grantee") a nonexclusive permanent easement for the facilities (as hereinafter defined) to use and maintain a permanent drainage detention pond over, across, in and upon the following described premises located in the City and County of Denver, State of Colorado as more fully set forth on the attached Exhibit A (the "Property").

TOGETHER with the full right and authority in Grantee, its successors, licensees, lessees contractors and assigns, and its and their specifically authorized agents and employees, to enter upon the Property to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, and maintain the detention pond (the "Facilities"),

Grantee covenants for itself and its successors and assigns, to be responsible for the, maintenance, repair, and replacement of the Facilities. Grantee further covenants, for itself, its successors and assigns, to assume all costs arising from the uses granted hereby and to the extent provided by law, to indemnify, defend, and save harmless Grantor, its agents and employees, from and against any and all loss, claim, or liability, whatsoever, resulting in personal injury or damage to property of others, directly or indirectly due to the exercise by Grantee of any rights granted herein, or any other act or omission of Grantee, including failure to comply with the obligations of this Grant.

This Grant is made subject to existing easements.

The benefits and servitudes created by this Easement shall inure to and be a burden upon the Property, shall be perpetual and shall run with the land until revoked by written instrument signed by all of the then owners of the Property and the Grantee and shall be binding upon the owners of the Property their successors and assigns and shall inure to the benefit of the Grantee and its successors and assigns. Any breach of the terms of this Easement shall not entitle the owners or any of its successors and assigns or the owners of the Property or any of their successors and assigns to cancel, rescind or otherwise terminate this Easement, or any of the covenants, conditions or restrictions hereunder.

IN WITNESS WHEREOF, Lowry Redevelopment Authority, has caused this Grant of Easement to be duly executed this 7th day of April, 2000.

Lowry Economic Redevelopment Authority

By: *Sharon O. Shuler*
Its: Executive Director

Detention Pond Easement
2/28/00

EXHIBIT F

State of Colorado)
) ss.
City and County of Denver)

The foregoing Instrument was acknowledged before me this 6th day of April, 2000, by
Thomas O. Markham as Executive Director of Lowry Economic Redevelopment
Authority

Witness my hand and official seal.

My commission expires: 10/15/01

Orna J. Lindholm
Notary Public



Detention Pond Easement
2/28/00

**EXHIBIT A
LRA PROPERTY**

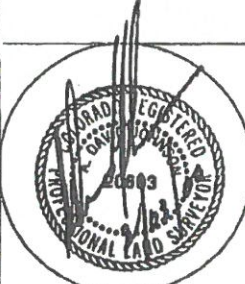
LRA DETENTION POND DESCRIPTION:

A parcel of land being a part of the Southeast Quarter of Section 8, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the Southeast corner of said Section 8;
 Thence North 00°02'35" East, along the East Line of said Southeast Quarter, a distance of 1349.53 feet;
 Thence North 89°57'25" West a distance of 110.00 feet to the Northeast corner of Lowry Filing No. 2, as recorded at Reception Number 9700172497 in the City and County of Denver Clerk and Recorders Office, and the POINT OF BEGINNING;
 Thence North 90°00'00" West, along said North line a distance of 10.00 feet to a point 120.00 feet West of said East line;
 Thence North 00°02'35" East parallel with and 120.00 feet West of said East line, a distance of 426.64 feet;
 Thence South 89°58'33" East a distance of 10.00 feet to a point 110.00 feet West of said East Line;
 Thence South 00°02'35" West, along a line parallel with and 110.00 feet West of said East Line, a distance of 426.64 feet to the POINT OF BEGINNING.

Said parcel contains 4,266 square feet, (0.098 acres), more or less.

For the purpose of this description: Bearings are based on the East Line of the Southeast Quarter of said Section 8, as marked by found 1-1/2" aluminum cap in range box stamped "Denver City Engineer" at the Southeast corner, and by a 3-1/4" aluminum cap in range box stamped BRW, INC. PLS 20683 at the East 1/4 corner, as bearing North 00°02'35" East. The Bearing of said East Line is shown on the City and County of Denver Lowry Air Force Base Boundary Survey under Project No. 94-579, dated 04/09/96, and recorded in Book 23 of the County Surveyor's Land Survey/Right of Way Surveys at Page 102-103.

	REVISED			EXHIBIT			
	APPROVED			PREPARED BY	BRW, INC. 1225 SEVENTEENTH STREET SUITE 200, SEVENTEENTH STREET PLAZA DENVER, COLORADO 80202 PHONE: 303-293-8080		
	CHECKED	ADJ	02-00	PROJECT	DFAS DETENTION POND		
	DRAWN	JMM	02-00	LOCATION (RI-50)	R 67 W, T 4 S, Sec. 8, SE1/4 (674-08.4)		
	SURVEYED			JOB NO.	PROJECT NO.	RFW FILE NO.	SHEET
	ACTION	BY	DATE	014			1 of 2