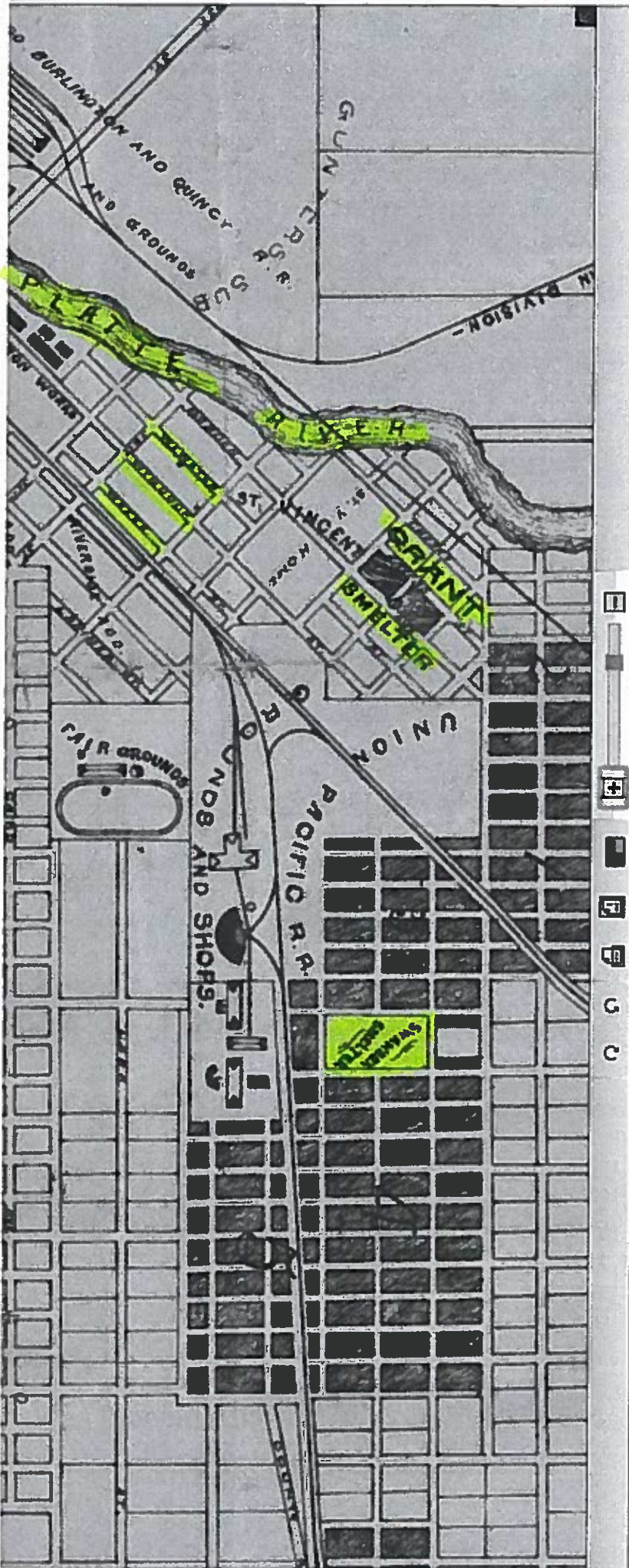


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**Map of the city of Denver, Colorado, locating a portion of the property of The Denver Land and Improvement Company and A.C. Fisk.**

View Description



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A November 2016 Pinyon Final Soil Investigation report identified recognized environmental conditions along 39<sup>th</sup> Avenue for potential contractors and their employees.

The report raised several concerns, amongst them:

- “A significant magnitude of soil is expected to be disturbed and displaced as result of the construction of this project. The number of samples collected as part of this investigation is representative of a small proportion of the material that will be included in the project and is a potential data gap.” (pg. 27)

- “Several instances arose where the limit for certain Polycyclic aromatic hydrocarbons (PAHs) [in the soil samples] was greater than the...Regional Screening Levels (RSLs) against which they were being evaluated. While this scenario would normally be an exceedance of the decision rule and require subsequent analysis of the remaining discrete samples from that boring, Pinyon received direction from Dept of Environmental Health that analysis of the corresponding discrete sample was not warranted.” (p.16-17)

**Additional Environmental Conditions:**

- Operation of 4 smelting plants: Omaha Grant, ASARCO, Argo and Swansea Smelter
- Several automotive repair shops, fueling stations and manufacturing facilities which utilized petroleum products such as hydraulic oil, petroleum based lubricants and solvents and other materials.
- A foundry and steel fabrication facility. These facilities can be the source of heavy metals, PCBs and Polycyclic aromatic hydrocarbons in soil and groundwater. Testing was not done to determine the presence of these contaminants.

Exhibit I [Conservation Easement]  
to Agency Agreement dated October 13, 2000  
(page 3)

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contracts, leases, and other agreements relating to the Golf Course Land and the operation, management, and maintenance of the Golf Course; (d) set all rates and fees relating to use of facilities of the Golf Course; and (e) regulate access to and use of the Golf Course, provided the Golf Course shall always be maintained as a daily fee public golf course and will be operated in accordance with the anti-discrimination requirements set forth in paragraph 10 below.

6. Ownership. Grantor warrants that as of the date of this Easement, it has good and marketable title in fee simple to the real property described on Exhibit A hereto, and that this Easement is conveyed free and clear of all liens and encumbrances except for easements, restrictions, and encumbrances of record.

7. Condemnation.

(a) In the event that such portion of the Golf Course Land is taken through the exercise of the power of eminent domain by the City and County of Denver so that it is no longer physically possible to operate a regulation-length 18-hole golf course and driving range on the Golf Course Land, Grantee shall have no claim against Grantor for any portion of the compensation attributable to the value of the Golf Course Land taken, and Grantor shall have the right to terminate this Easement by delivering a written notice of termination to Grantee, which termination shall be effective immediately upon delivery. \*

(b) In the event that such portion of the Golf Course Land is taken through the exercise of the power of eminent domain by any public entry other than the City and County of Denver, so that it is no longer physically possible to operate a regulation-length 18-hole golf course and driving range on the Golf Course Land, Grantee shall be entitled to 25% of the total compensation attributable to the value of the Golf Course Land taken, and if the Grantor elects to sell, in an arm's length transaction at fair market value, the remainder of the Golf Course Land and tenders to Grantee a cash amount equal to 25% the full selling price of the cash equivalent for the value of any trade, the Grantor shall have the right to terminate this Easement upon tendering said amount, along with a written notice of termination to Grantee.

(c) In the event that a Portion of the Golf Course Land is taken through the exercise of the power of eminent domain by any public entity including the City and County of Denver and the portion taken does not make it physically impossible to operate a regulation-length 18-hole golf course and driving range on the Golf Course Land, Grantee shall have no claim against Grantor for any portion of the compensation attributable to the value of the Golf Course Land taken, and the Conservation Easement shall remain in full force and effect.

8. Abandonment. In the event Grantee shall release, terminate extinguish, or abandon its rights herein granted, all right, title, and interest of Grantee hereunder shall cease and terminate, and the grant herein shall revert to the Grantor.

9. Anti-Discrimination. The Grantor acknowledges and agrees that, with respect to the operation, management, and maintenance of the Golf Course and access to and use of the Golf Course by the public, the Grantor is subject to and obligated to comply with, Denver's Anti-Discrimination ordinance set forth in §28-91 et seq., Denver Revised Municipal Code, as it