## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("**Agreement**") is made between CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("**Grantor**") and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS ("**Board**"), a municipal corporation of the State of Colorado. Each party to this Agreement may be referred to individually as "**Party**," and collectively as "**Parties**."

WHEREAS, this Agreement is intended to provide for the relocation of certain Facilities owned by the Board and previously located within an easement reserved in a vacated right-of-way on land that is within or adjacent to land designated by the Grantor as park land under the management and operation of the Grantor's Department of Parks and Recreation. Grantor has requested, and Board has agreed, to the relocation of the Board's Facilities to the Easement Area, as an alternative and equivalent location, also within Grantor's park land, on and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>GRANT OF EASEMENT</u>: For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged by the Grantor, the Grantor grants to the Board, its successors and assigns, the permanent, non-exclusive right to enter, re-enter, occupy, and use the property located in the City and County of DENVER, State of Colorado described in the attached **Exhibit A** (hereinafter referred to as the "**Easement Area**") to construct, install, inspect, monitor, maintain, repair, substitute, change the size of, replace, remove, enlarge, and operate one or more water pipelines and all underground and surface appurtenances, collectively "**Facilities**," in, through, over, and across the Easement Area. By way of example and not by way of limitation, the parties intend to include (i) mains and conduits within the term "**pipeline(s)**," and (ii) valves, vaults, manholes, hydrants, electric or other related control systems, underground cables, wires, connections, ventilators, and the like within the term "**appurtenance(s)**."
- 2. EXHIBITS: The following Exhibits are attached to and incorporated in this Agreement:
- Exhibit A Legal Description and Parcel Map (CAD drawing No. 20938-1) of the Easement Area
- **Exhibit B** Permitted Levee Improvements within the Easement Area
- Exhibit C The Globeville Levee's 52<sup>nd</sup> Street & Emerson Water Quality Facility Phase 1A Construction Plans, Project # 201842068 dated March 2, 2021 ("Levee Plans")
- Exhibit D 51st Avenue Right-of-Way (proposed) over the Easement Area ("51st Avenue Segment")
- Exhibit E Denver Parks and Recreation Temporary Construction and Access Permit form (TCAP)

In the event the survey, the legal description in **Exhibit A**, and/or the drawings attached to **Exhibit A and Exhibit B** are found to be inaccurate, each Party will comply with the other Party's request to execute, acknowledge, initial, and/or deliver any documentation necessary to correct such inaccurate documents to fulfill the purposes of this Agreement.

- 3. <u>BOARD'S RIGHT OF ACCESS</u>: The Board shall have the right of ingress and egress in, through, over, and across the Easement Area in any manner and for any purpose necessary for the full enjoyment of the right of occupancy and use provided in this Agreement. In addition, the Board shall have the right to access the Easement Area through the adjoining land of the Grantor; however, the Board's use of the adjoining land shall not interfere unreasonably with the Grantor's use and enjoyment of it.
- 4. <u>NO DEDICATION</u>: No right of access by the general public to any portion of the Easement Area is conveyed by this Agreement.

- 5. <u>SLOPE</u>: Due to variations in topography, the Easement Area and the pipe(s) may take on an uphill or downhill direction having a slope of greater than 4 percent; however, sloping within the Easement Area across its width (cross slope) may not exceed 4 percent in any direction to ensure stability of maintenance equipment and vehicles, with exception to the Globeville Levee as shown on the Denver Water Plan #20938 and in **Exhibit C.**
- 6. <u>LEVEE IMPROVEMENTS</u>: The Board has approved and hereby acknowledges and consents to the completion by the Grantor of the following work within the Easement Area as shown on attached **Exhibit B**, ("Permitted Levee Improvements"): a FEMA Provisionally Accredited Levee known as the Globeville Levee, a concrete structure consisting of steps, walls and boulders known as the River Overlook, two concrete seat walls (part of remnant Wastewater settling basins), and concrete steps with handrail to the Regional Trail. The Board also acknowledges that the improvements associated with the detailed plans and specifications on **Exhibit C** ("Levee Plans") have been reviewed and approved by the Board.
- 7. PROHIBITED OBSTRUCTIONS: Except as expressly identified in this Agreement, the Easement Area shall be free of obstacles throughout the Easement Area. Except as otherwise provided herein with respect to the Levee Improvements (**Exhibit B**) and as shown in the Levee Plans (**Exhibit C**), the Grantor shall not construct, place, plant, or allow any of the following, whether temporary or permanent, on any part of the Easement Area: structure, building, fence, retaining wall, overhang, street light, power pole, yard light, mail box, sign, or trash receptacle; shrub, tree, woody plant, or nursery stock; or any other obstruction of any kind (collectively referred to as "Prohibited Obstructions"). The Board may, without notice to Grantor, remove any Prohibited Obstructions situated on the Easement Area without liability for damages and at the sole expense of the Grantor.
- 8. <u>PROHIBITED ACTIONS</u>: Except as otherwise provided herein, the Grantor shall not stop, limit, hinder, or interfere with the construction, maintenance, repair, replacement, removal, enlargement, or operation of the Facilities within the Easement Area.

### 9. ENVIRONMENTAL CONTAMINATION:

- 9.1. Before installation of the Facilities, the Grantor and its successors and assigns shall, in accordance with the National Western Center Redevelopment River West Project Areas Materials Management Plan, dated August 31, 2020 (including all its appendices), screen for all environmental contamination and conditions identified in the MMP and remove from the Easement Area any environmental contamination or condition encountered. In accordance with the MMP, Grantor and its successors and assigns will provide site conditions within the Easement Area that meet the U.S. Environmental Protection Agency (EPA) Composite Worker Regional Screening Levels (CWRSL) and the CDPHE Table 3 Pre-approved Beneficial Reuses, as those standards exist at the time of conveyance. Soils or subsurface materials that do not meet these standards or that the MMP otherwise designates for removal shall be removed by Grantor and its successors and assigns from the Easement Area and disposed of according to all applicable regulations.
- 9.2. In addition to MMP standards and procedures:
  - a. If, upon conducting the soil or groundwater screening required by the MMP or this Agreement, Grantor or its successors or assigns encounters contamination or conditions anywhere within the Easement Area, then Grantor and its successors and assigns will remove the contamination or condition to the full width of the Easement Area and to a depth of at least 2 feet below the bottom of the water pipeline(s).

Grantor and its successors and assigns shall characterize all imported soil used in the Easement Area using a sampling plan that complies with the Denver Department of Public Health and Environment's guidance for Third Party Reuse of Excess Soil from City Projects.

- b. Grantor shall require the MMP Supervisor and Certified Asbestos Building Inspector to conduct soil and groundwater screening and to prepare records of all such screening during all soil and groundwater disturbing activities within the Easement Area.
- c. In any areas where soil is potentially contaminated with tetrachloroethylene (PCE), Grantor and its successors and assigns shall conduct field screening of the Easement Area using a photoionization detector (PID). If PID concentrations exceed 50 parts per million, then Grantor and its successors and assigns shall take samples to ensure PCE levels are below the EPA CWRSL and CDPHE Table 3 Pre-approved Beneficial Reuses. If PCE is present above those standards, Grantor and its successors and assigns shall ensure that site conditions within the full width of the Easement Area and to a depth of at least 2 feet below the bottom of the water pipeline(s) meet the EPA CWRSL and the CDPHE Table 3 Pre-approved Beneficial Reuses at the time of conveyance and at all times thereafter.
- 9.3. The Grantor, for itself, its successors and assigns, shall provide to the Board any information within its possession or control about past and currently existing environmental contamination in the Easement Area. Such information shall include, but not be limited to, environmental studies, reports, samples, agreements, liens, letters, citations, notices, and any remediation work that has been done or is ongoing to clean the area or is planned to occur. To demonstrate that the Easement Area meets the standards for conveyance set forth herein, Grantor and its successors and assigns shall prepare and provide to the Board materials management records for all soil or groundwater disturbing activities in the Easement Area, such as soil and groundwater screening records, daily logs, and laboratory testing results from samples collected pursuant to the MMP or this Agreement and from any other samples collected in Grantor's discretion, including but not limited to, maps identifying sample locations and depths, field notes, analytical data, and laboratory records for both soils and groundwater ("MMP Records").
- 9.4. After conveyance of the Easement, if the Board discovers pre-existing environmental contamination or conditions within the Easement Area that the MMP or this Agreement required Grantor or its successor or assigns to screen for and remove from the Easement Area before conveyance, the Board will notify Grantor of such discovery and Grantor will timely bring the Easement Area into compliance with the MMP and this Agreement.
- 9.5. For purposes of this Agreement, any amendment to the MMP shall apply only if the amendment imposes standards or procedures that are no less stringent than those specified in the MMP dated August 31, 2020. Upon issuance of any amendment to the MMP, Grantor shall provide a copy of the amended MMP to the Board.
- 10. <u>DEFINITION</u>: As used in this Agreement, the term "Environmental Contamination" means the presence within the Easement Area of any hazardous material, including, but not limited to, any substances defined as or included in the definition of "hazardous substance," "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating,

relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published, and/or promulgated pursuant to said laws.

- 11. <u>INSTALLATION</u>: The Grantor shall be responsible for the initial installation of the water pipeline(s) within the Easement Area at Grantor's sole expense. The water pipeline(s) shall be installed in accordance with the Board's then-current Engineering Standards.
- 12. <u>RESTORATION</u>: The Grantor, at the Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Area, including streets, surfacing, curbs and gutters within the Easement Area, except as specified in this <u>Section 11</u>. When the Board deems it necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate or in any way maintain any of the Facilities, the Board will backfill, compact and resurface the area of excavation, to include replacement of asphalt and/or concrete pavement, curbs and gutters, damaged by the Board's activity, to the grade and condition existing immediately prior to excavation, as nearly as reasonable. The Board will exercise all reasonable means to prevent damage to pavement, curbs and gutters which are situated within the Easement Area but outside of the immediate area of excavation. The Board shall repair and/or replace, as nearly as reasonable to the original condition, the Easement Area, including any pavement, curbs and/or gutters that are damaged solely as a result of the Board's negligence.
- 13. <u>LEVEE WORK REQUIREMENTS:</u> The Board hereby acknowledges that accessing the Levee Improvements with equipment exceeding the loading of a passenger vehicle will require a Floodplain Permit. The Board shall not do any excavation or other work within the Easement Area that might impact the Permitted Levee Improvements (the "Levee Work") without first obtaining and complying with any and all required floodplain permits and other necessary governmental approvals for the Levee Work. The Board hereby acknowledges that any and all activity, except for Levee Work During Emergencies as described in Paragraph 14, upon the portion of the Easement Area impacted by the Levee Improvements shall require the Board to provide advance notice to the Grantor and obtain in advance and comply with a Temporary Construction Access Permit ("TCAP") with the Grantor's Parks and Recreation Department. The TCAP, has been pre-approved as to form by both parties, and is attached hereto as **Exhibit E**.
  - 14. <u>LEVEE WORK DURING EMERGENCIES</u>: In emergency situations such as a main break, the Board will attempt to adhere to the requirements described herein. Work on the Globeville Levee requires a Floodplain Permit. The Floodplain Department may provide verbal approval for emergency repairs, so it should be notified as early as possible in an attempt to obtain a verbal acceptance to perform repairs. Emergency repairs do not require a Floodplain Permit to perform work, but the Floodplain Department should be notified as early as possible in an attempt to obtain a verbal acceptance to perform maintenance. If construction activities require work within the levee limits, the Board or its contractor shall restore the work area to final grades at its expense, and the Grantor shall restore the affected levee portion to the grades, compaction, surfacing, and soil classification required by the Grantor's Globeville Levee O&M standards at its expense.

### 15. SUBJACENT AND LATERAL SUPPORT; EARTH COVER:

- 15.1. The Board shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights described in this Agreement. The Grantor shall take no action that would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement Area.
- 15.2. The Board's Engineering Standards require no less than 4½ feet and no more than 10 feet of earth cover, measured vertically from the top of any pipeline(s). Deviation from this requirement

shall be permitted only upon prior, written permission from the Board. If such permitted deviation undertaken by the Grantor requires any alterations, repairs or replacements to any pipeline(s), such alteration, repair or replacement shall be at the Grantor's expense.

#### 16. PUBLIC UTILITIES:

- 16.1. <u>Crossings</u>: Other public utilities such as sanitary sewer, storm sewer, gas, electric, and cable lines may be installed in the Easement Area as long as they do not interfere with the Board's rights and as long as the utilities are crossing the pipeline(s) at right angles, or at substantially right angles. Any gas, electric, or cable line that crosses the pipeline(s) and is not metallic or concrete shall be encased within steel conduit and/or concrete ducts.
- 16.2. <u>Parallel</u>: In order to reserve to the Board's pipeline(s) at least 20 feet of the Easement Area width, any and all utilities that parallel the Facilities, , shall not be permitted within 10 feet of the Facilities without prior express and written permission of the Board, with exception to those utilities shown and approved on the Denver Water Plan #20938
- 17. <u>GRANTOR'S RETAINED INTERESTS</u>: The Grantor has retained the right to the undisturbed use and occupancy of the Easement Area, including the right to construct, use, inspect, repair, replace and maintain the Levee Improvements, insofar as such use and occupancy is consistent with and does not impair any grant contained in this Agreement.
- 18. <u>DOMINANT EASEMENT</u>: The Board shall have a dominant right of occupancy of the Easement Area for the exercise of the Board's functions. Except as otherwise provided in this Agreement, the exercise of any rights in the Easement Area other than those retained by the Grantor shall be within the reasonable discretion of the Board. The Board may permit such other uses of the Easement Area not retained by the Grantor, as long as they do not impair the Board's dominant rights, upon the payment of reasonable compensation to the Board and upon such terms, limitations, and conditions as the Board may find reasonably necessary.

#### 19. ABANDONMENT:

- 19.1. The Board may commence the exercise of its rights to use the Easement immediately, or it may postpone the exercise of all or some part of its rights under this Agreement to some future time, which shall not constitute abandonment.
- 19.2. If the Board abandons use and operation of the Facilities laid pursuant to this Agreement, such abandonment shall not constitute abandonment of the Board's rights under this Agreement.
- 20. <u>TITLE</u>: The Grantor has full right and lawful authority to make the grant contained in this Agreement. The Grantor shall defend the Board in the exercise of the Board's rights under this Agreement against any defect in the Grantor's title to the land involved or the Grantor's right to make the grant contained in this Agreement.
- 21. <u>NOTICES</u>: The Parties shall contact the persons listed below, or other persons that may be designated by the Board in writing from time to time, for all matters related to administration of this Agreement. All notices, requests, demands, information and other communications required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been given and effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows.

If to the Board:

with a copy to:

City and County of Denver, acting by and through its Board of Water Commissioners Attention: Chief Engineering Officer 1600 W. 12<sup>th</sup> Avenue

Attention: Director of Engineering-Property 1600 W. 12<sup>th</sup> Avenue Denver, CO 80204

Denver, CO 80204

If to the Grantor:

Manager of the Department of Transportation and Infrastructure
City and County of Denver
201 W. Colfax Ave., Dept. 614
Denver, CO 80202

with a copy to: Municipal Operations City Attorney's Office 201 W. Colfax Ave., Dept. 1204 Denver, Colorado 80202

its Board of Water Commissioners

City and County of Denver, acting by and through

### 22. GENERAL PROVISIONS:

- 22.1. <u>Successors and Assigns</u>: This Easement and each and every one of the benefits and burdens of this Agreement are covenants running with the land and shall inure to the benefit and be binding upon the respective legal representatives, heirs, devisees, executors, administrators, successors and assigns of the Parties, and any subsequent owners of title to any part of the land upon which the Easement is located. The Board may transfer and delegate any or all of the rights granted and obligations imposed by this Agreement without any prior consent of or notice to the Grantor.
- 22.2. <u>Perpetual Duration No Merger</u>: No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in any portion of the property upon which the Easement is located to the Board, or its successors or assigns. It is the express intent of the Parties that this Easement not be extinguished by, merged into, modified, or otherwise deemed affected by any other interest or estate in any portion of the property upon which the Easement is located now or hereafter held by the Board or its successors or assigns.
- 22.3. <u>Construction</u>: This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.
- 22.4. <u>Venue and Governing Law</u>: For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.
- 22.5. <u>No Attorneys' Fees and Costs</u>: Except as otherwise specifically provided in this Agreement, if there is any litigation, mediation, arbitration or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorney(s)' and other professional(s)' fees, costs and expenses.
- 22.6. <u>Severability</u>: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

- 22.7. <u>No Waiver</u>: The failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.
- 22.8. <u>Non-Business Days</u>: Except as otherwise specifically provided in this Agreement, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.
- 22.9. <u>Headings</u>: The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.
- 22.10. Governmental Immunity Act: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.
- 22.11. <u>Article X of the Charter</u>: This Agreement is made under and conformable to the provisions of the Charter of the City and County of Denver, which control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. Insofar as applicable, the Charter provisions are incorporated herein and made a part hereof and shall supersede any apparently conflicting provision otherwise contained in this Agreement.
- 22.12. Entire Agreement: This Agreement constitutes the entire agreement between the Board and the Grantor and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified or varied in any manner whatsoever unless in writing signed by all Parties.
- 22.13. <u>Counterparts and Originals</u>: A copy of the Agreement may be executed by each Party, separately, and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
- 22.14. <u>Representation of Authority of Signatories</u>: Each individual executing this Agreement on behalf of the Grantor represents and warrants that the execution and delivery of this Agreement and all related documents have been duly authorized by the Grantor for which the individual is signing and that the individual has the legal capacity to execute and deliver this Agreement and thereby bind the Grantor.
- 22.15. <u>Effective Date</u>: This Agreement shall become effective on the date it is signed by the Board's Chief Engineering Officer.
- 23. <u>SPECIAL PROVISIONS</u>: To the extent that any special provisions listed below or attached are in conflict with any other provisions of this Agreement, the special provisions shall control and supersede any such conflicting provisions.
  - 23.1. The Parties hereby acknowledge that the Grantor plans to dedicate additional public right-of-way for 51<sup>st</sup> Avenue which will include a segment within the Easement Area as identified in **Exhibit D** attached hereto (the "51<sup>st</sup> Avenue Segment"). Pursuant to the terms of this <u>Section 23.1</u>,

upon dedication of the 51<sup>st</sup> Avenue Segment, this Easement shall automatically terminate as to the Easement Area within the 51<sup>st</sup> Avenue Segment. Any termination and release under this <u>Section 23.1</u> shall be effective automatically upon the adoption of a dedication ordinance, or similar instrument, by the Grantor; provided that, if requested by the Grantor, the Board shall execute an amendment to this Agreement, or other written instrument, provided by the Grantor confirming the effect and extent of the termination and release resulting from any such dedication.

SIGNATURES FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have se Denver, Colorado as of:	t their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
	_
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of Denver	
By:	By:
	By:

FINAN-202159125-00

BOARD OF WATER COMMISSIONERS

**Contract Control Number:** 

**Contractor Name:** 

# Contract Control Number: Contractor Name:

# FINAN-202159125-00 BOARD OF WATER COMMISSIONERS

By: SEE ATTACHED
Name:
(please print)
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Title:
Title: (please print)
(Premie Primi)
ATTEST: [if required]
711 Lb 1. [Il required]
By:
Бу
Name.
Name:
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Title:
(please print)

APPROVED AS TO FORM:	CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS		
	By:		
Office of General Counsel	Robert J. Mahoney		
	Chief Engineering Officer		
	D .		
	Date:		

# EXHIBIT "A" LEGAL DESCRIPTION

Bearings used herein are based on north line of the southwest quarter of Section 14. being N89°50'37"W using the City and County of Denver Control Coordinates, as monumented on the west by the west quarter corner of Section 14, Township 3 South, Range 68 West of the 6th P.M., a found 3.25" aluminum cap in box stamped PLS 27259, S15 S14. and monumented on the east by the center one-quarter corner of Section 14, Township 3 South, Range 68 West of the 6th P.M., being a found 2.5" brass cap stamped PLS 17650 C1/4 S14.

A parcel of land situate in the northwest one-quarter (NW1/4) and the southwest one-quarter (SW 1/4) of Section 14, Township 3 South, Range 68 West of the 6th Principal Meridian; and being a portion of those parcels of land described in Book 4908 at Page 498, Book 4898 at Page 160, Book 4898 at Page 162, Book 4888 at Page 112, Book 4888 at Page 569, and Book 9665 at Page 565, as recorded with the City and County of Denver Clerk and Recorders Office, and Book 353 at Page 167, as recorded with the Adams County Clerk and Recorders Office, State of Colorado; and being more particularly described as follows:

COMMENCING at the center one-quarter corner of Section 14, being 2.5" Brass Cap stamped LS 17650;

Thence N13°33'51"W 235.69 feet to the Point of Beginning;

Thence S03°24'15"W, 50.27 feet;

Thence S87°29'19"W, 5.05 feet;

Thence S02°18'34"W, 27.90 feet to a point on the northwesterly line of Ordinance No. 913, Series of 1996, as recorded with the City and County of Denver Clerk and Recorders Office;

Thence along the northwesterly line of Ordinance No. 913, Series of 1996, as recorded with the City and County of Denver Clerk and Recorders Office, S47°04'44"W, 572.87 feet:

Thence S70°03'27"W. 23.05 feet:

Thence N88°20'57"W, 49.51 feet;

Thence S71°59'27"W, 61.85 feet;

Thence S46°46'37"W, 148.43 feet:

Thence S35°44'27"W, 38.17 feet;

Thence S46°59'27"W, 223.90 feet;

Thence S35°44'27"W, 76.89 feet;

Thence S46°59'27"W, 253.00 feet;

Thence N88°00'33"W, 52.33 feet;

Thence S46°59'27"W, 279.43 feet;



#### **EXHIBIT "A"**

Thence S02°10'15"W, 90.50 feet to a point on the northerly line of that property recorded with the City and County of Denver Clerk and Recorders Office under Reception No. 2000010229:

Thence along the northerly line of that property recorded with the City and County of Denver Clerk and Recorders Office under Reception No. 2000010229, and that property recorded with the City and County of Denver under Reception no. 9600082052, N89°55'57"W, 50.03 feet;

Thence N02°10'15"E, 112.95 feet: Thence N46°59'27"E, 320.76 feet: Thence S88°00'33"E, 52.33 feet; Thence N46°59'27"E, 227.36 feet; Thence N35°44'27"E, 76.89 feet; Thence N46°59'27"E, 223.90 feet; Thence N35°44'27"E, 38.08 feet; Thence N46°46'37"E, 164.44 feet; Thence N71°59'27"E, 81.69 feet: Thence S88°20'57"E, 48.64 feet; Thence N70°03'27"E, 46.21 feet; Thence N47°18'30"E. 69.80 feet: Thence N36°03'30"E, 20.50 feet; Thence N47°17'34"E, 72.56 feet; Thence N55°52'43"E, 94.66 feet: Thence N45°16'55"E, 225.81 feet: Thence N02°18'34"E, 82.75 feet;

Containing 87,220 square feet or 2.002 acres, more or less.

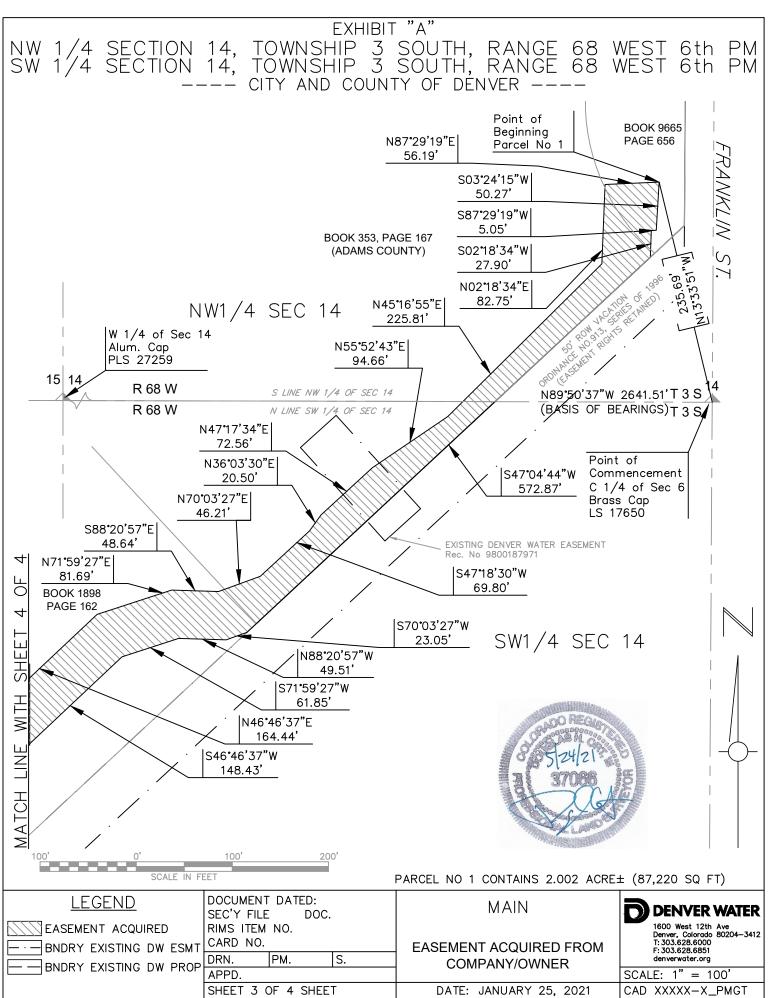
Thence N87°29'19"E, 56.19 feet to the POINT OF BEGINNING.

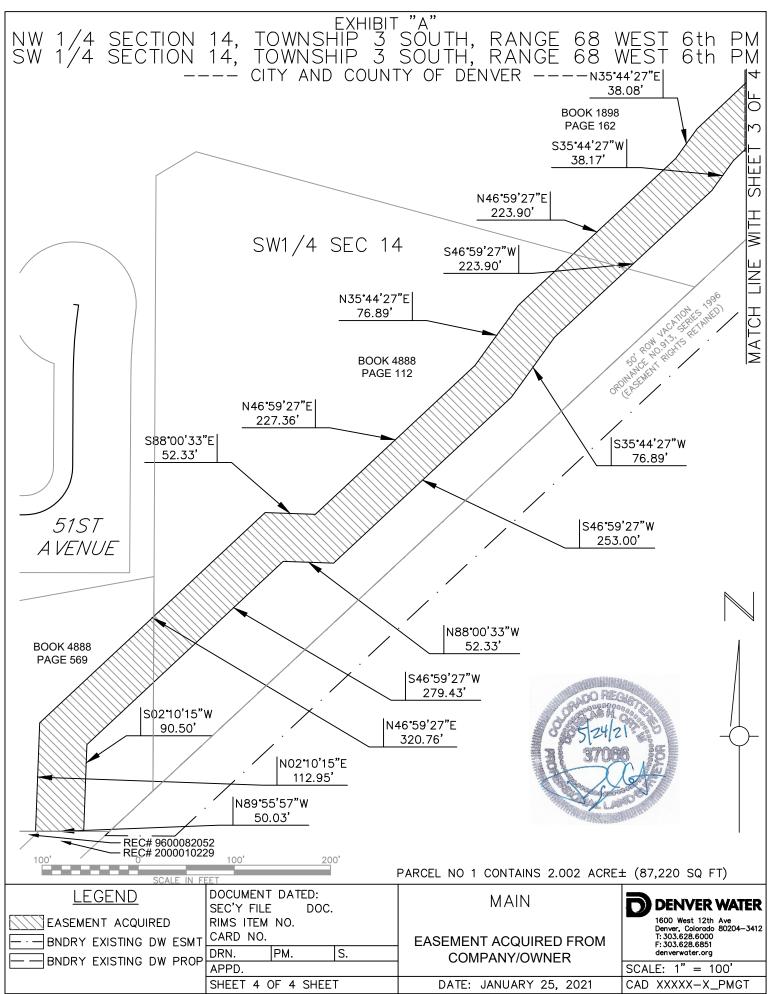
### Legal Description Statement:

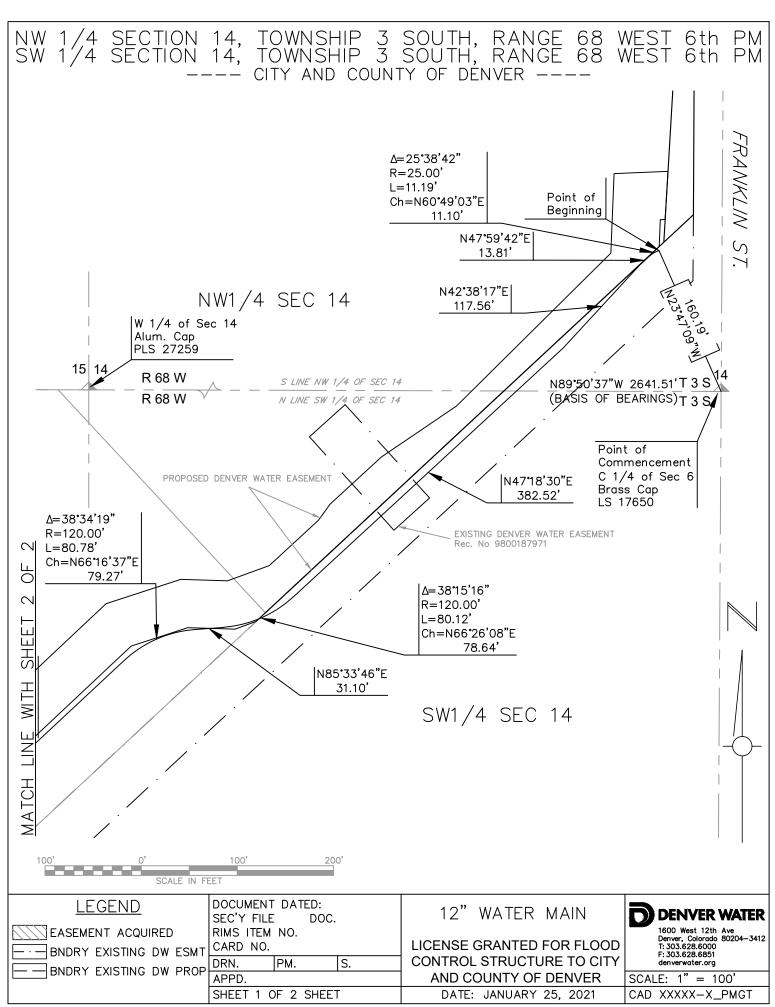
I, Douglas H. Ort, a licensed land surveyor in the State of Colorado, do hereby state that the above legal description was prepared by me or under my direct supervision, and on the basis of my knowledge, information and belief, is correct.

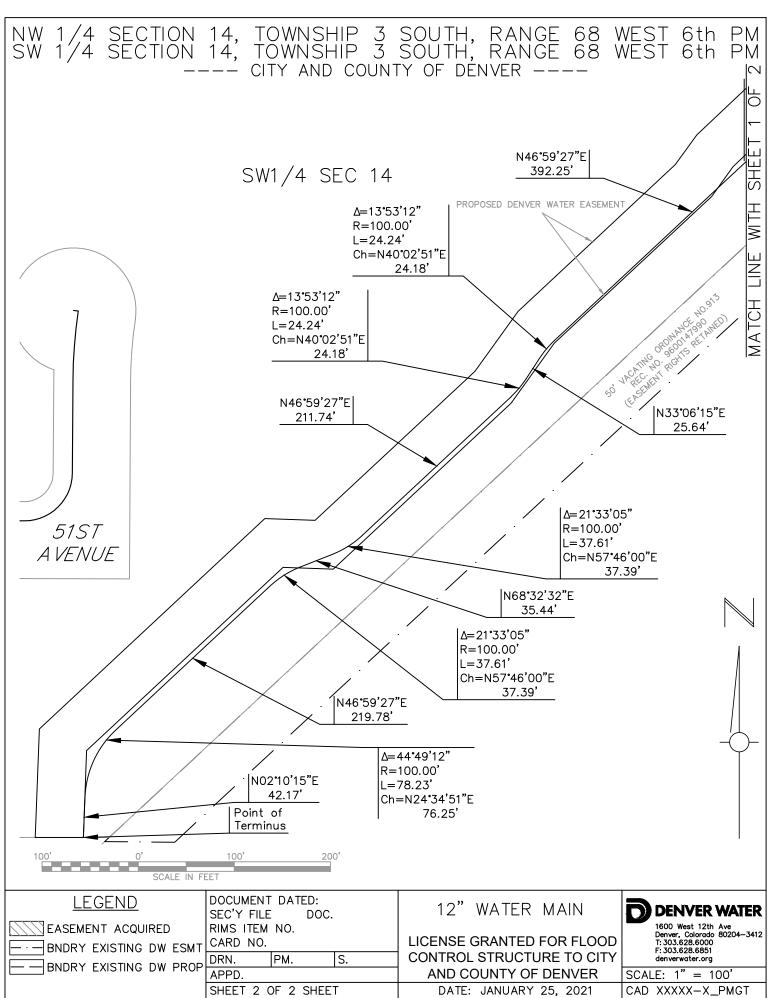
Douglas H. Ort III Colorado PLS 37066 Wilson & Company 1675 Broadway, Suite 200 Denver, CO 80202 DHOrtIII@wilsonco.com Ph 303-501-1221

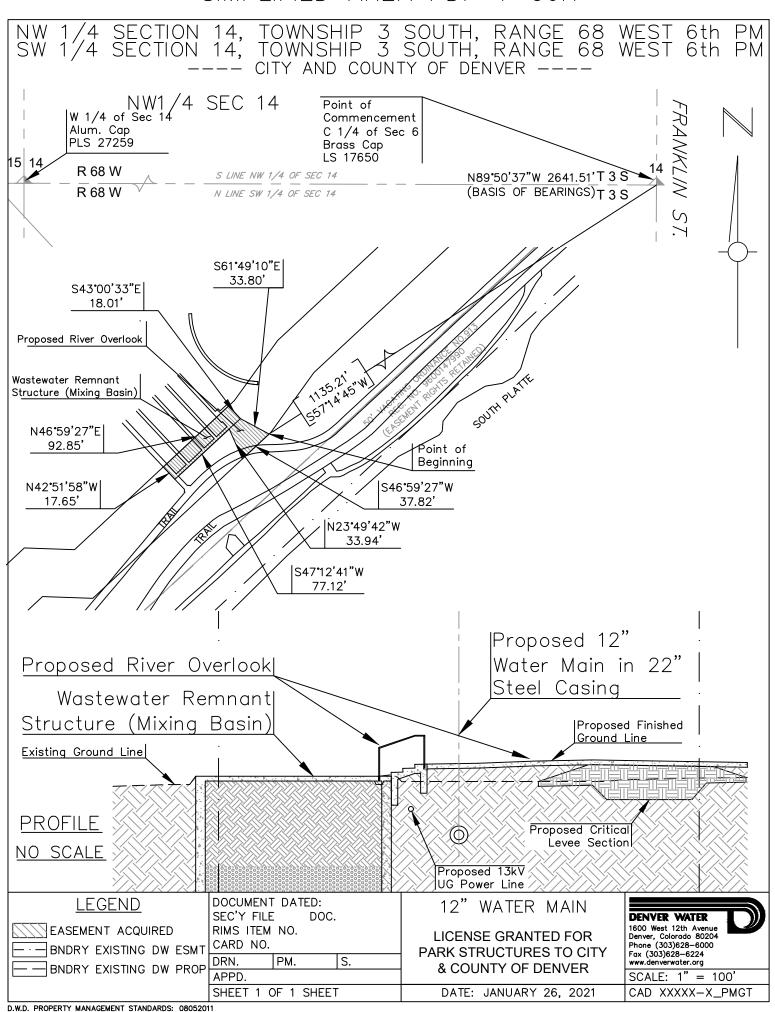


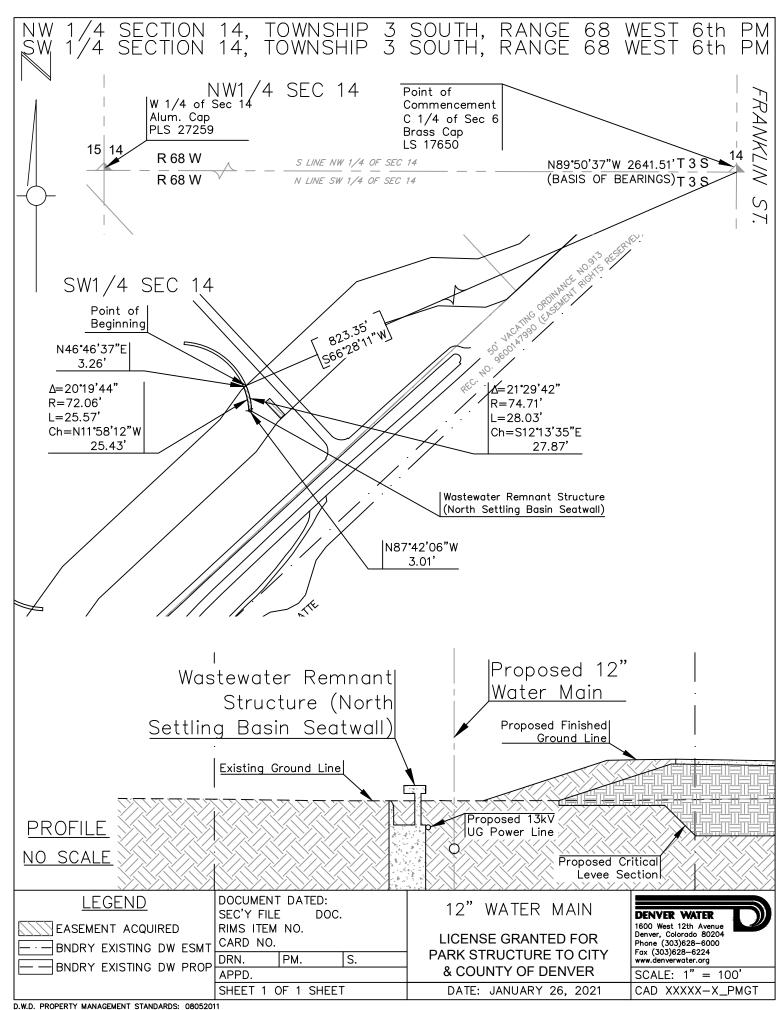


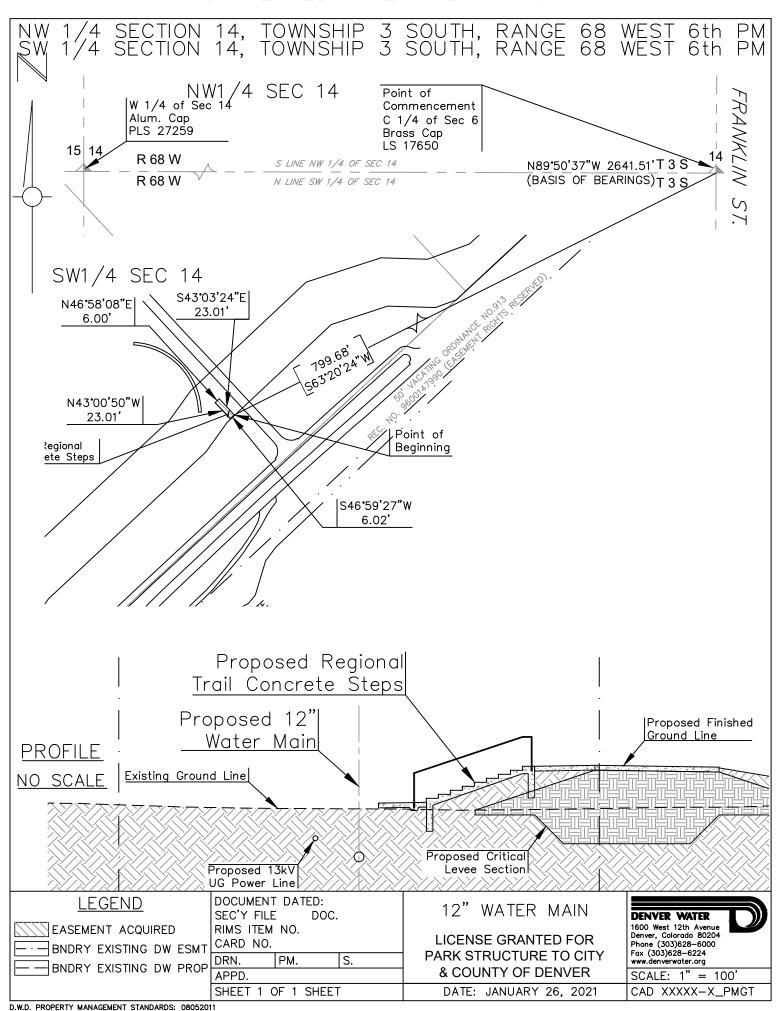


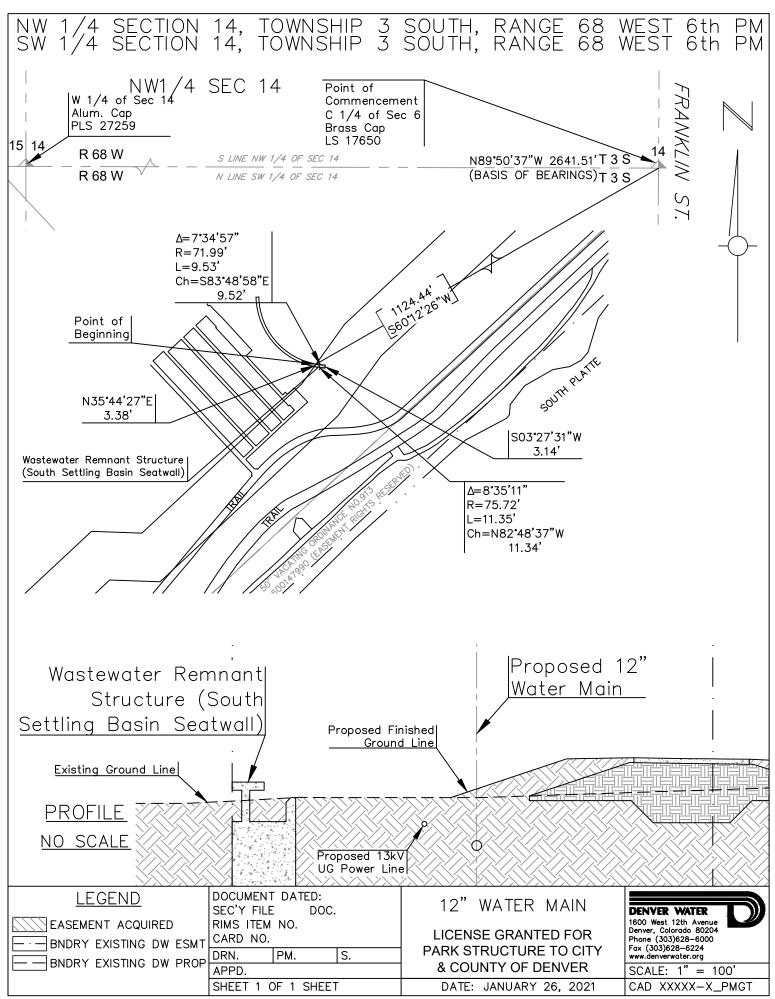


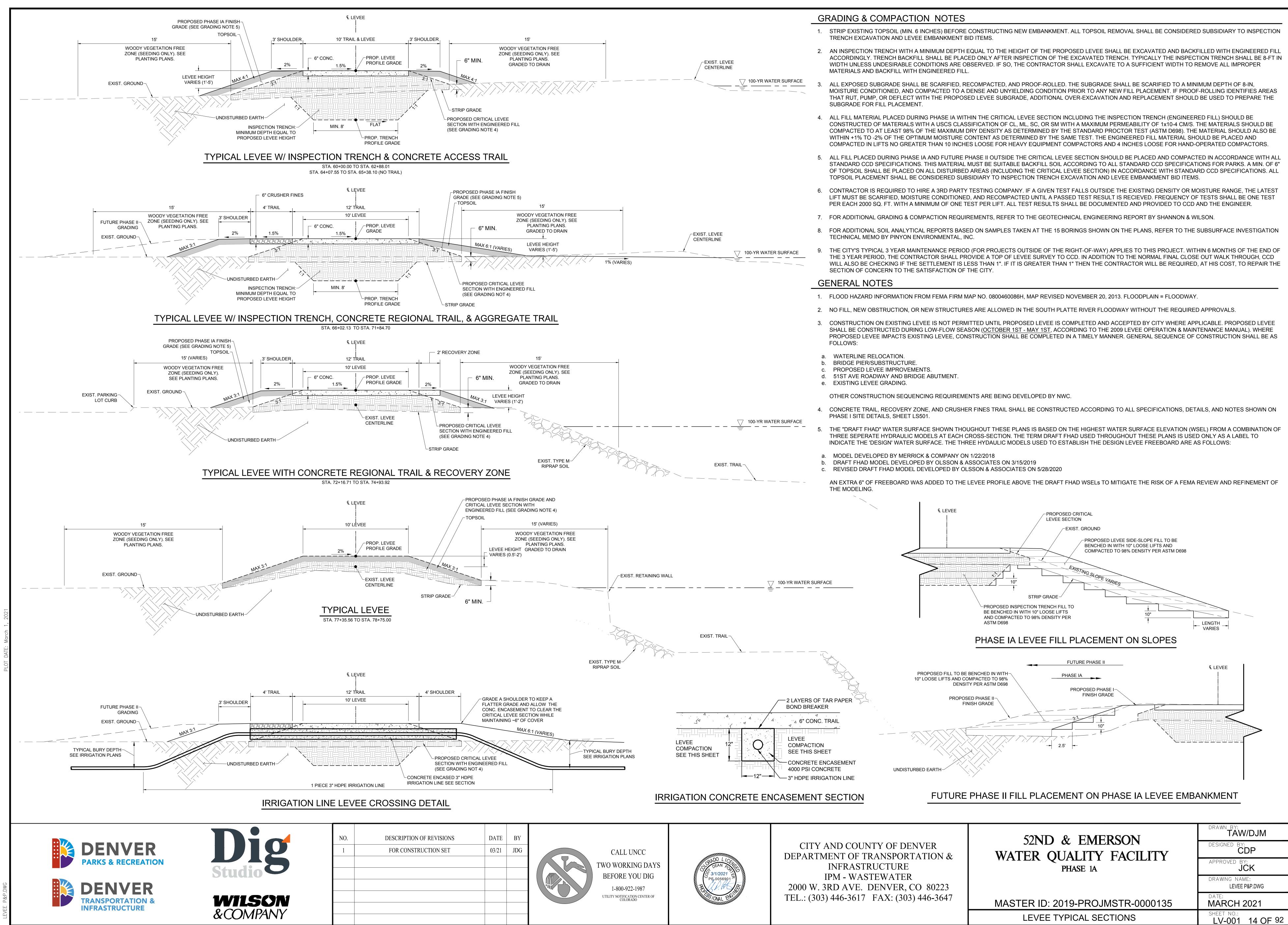


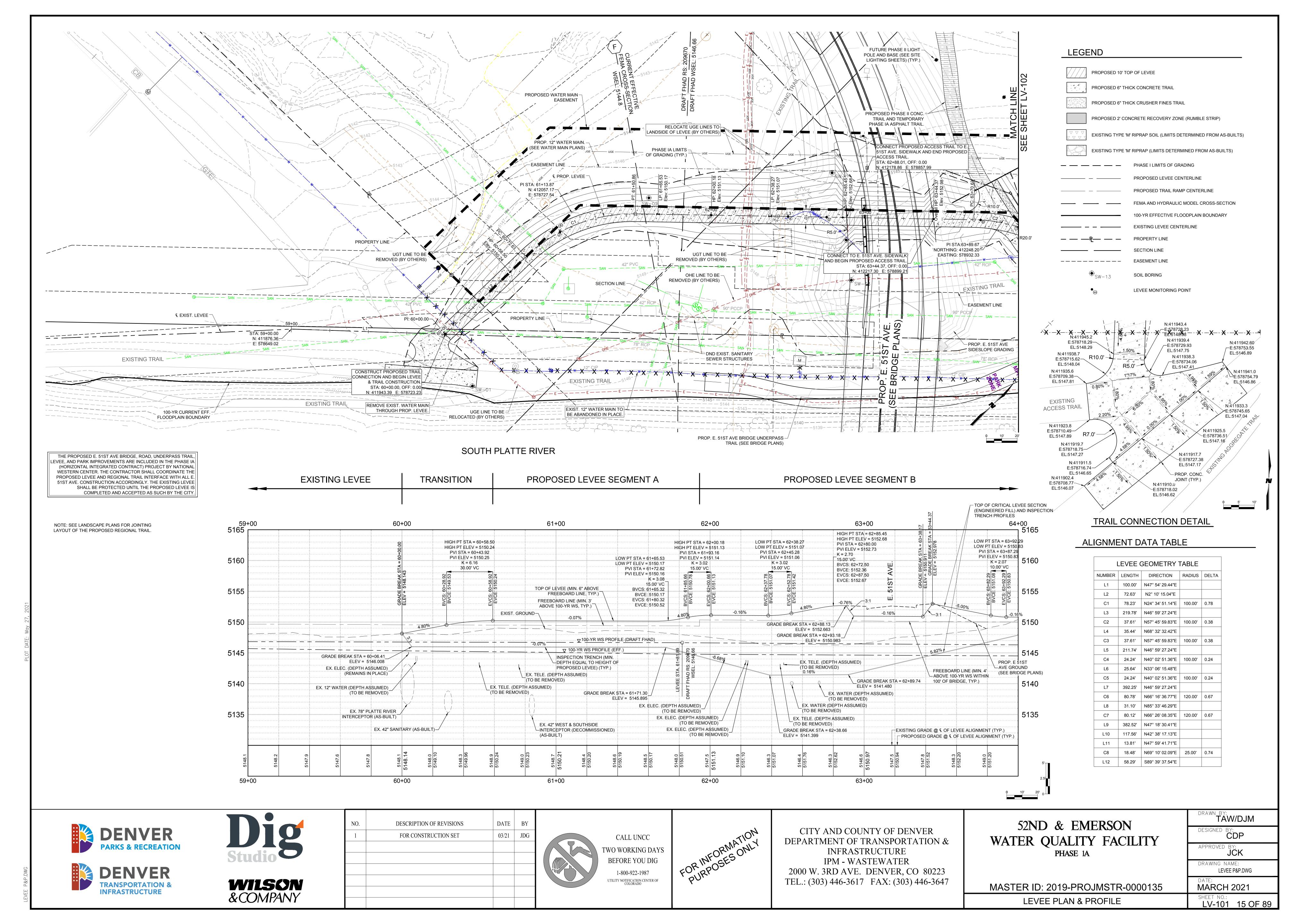


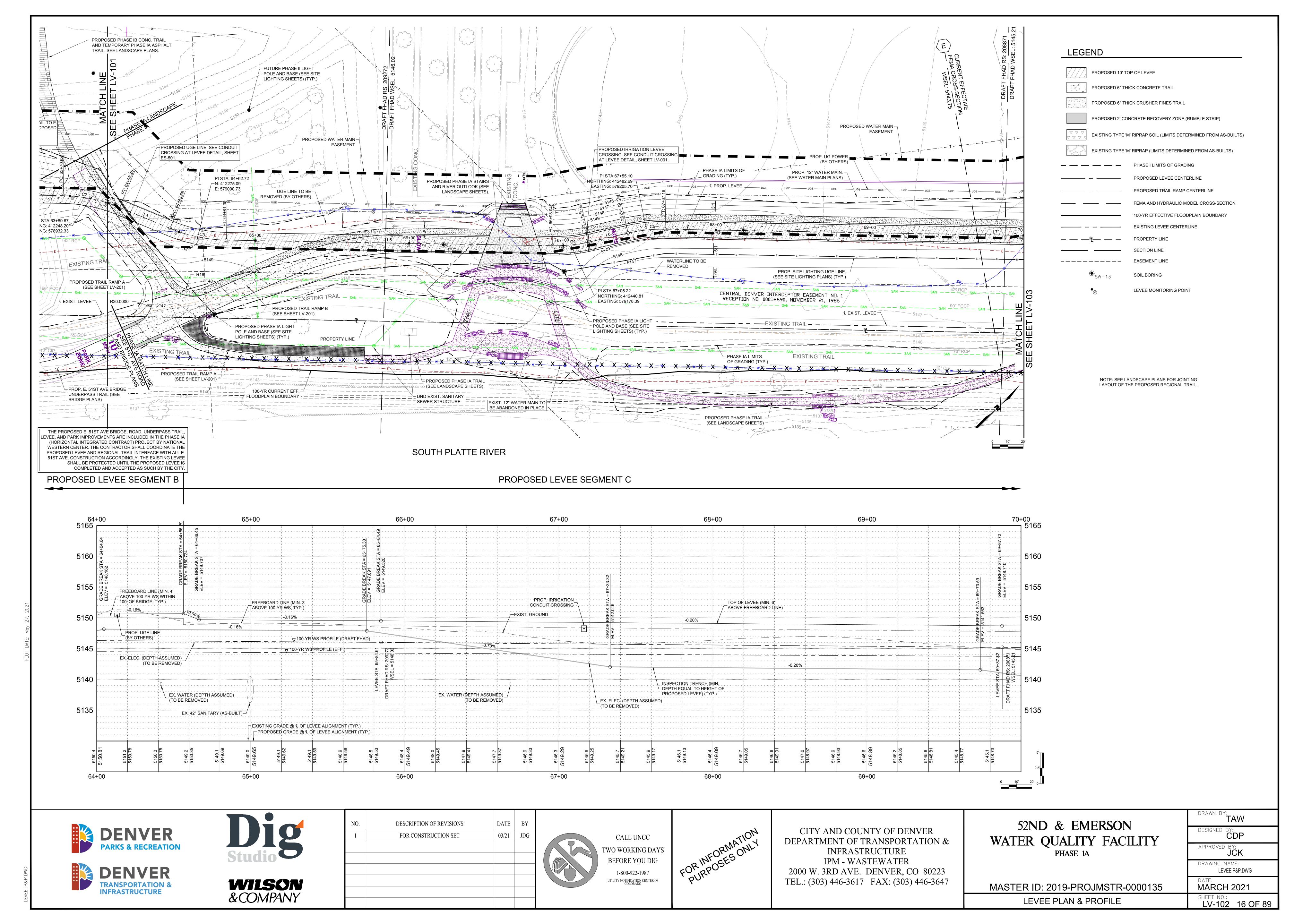


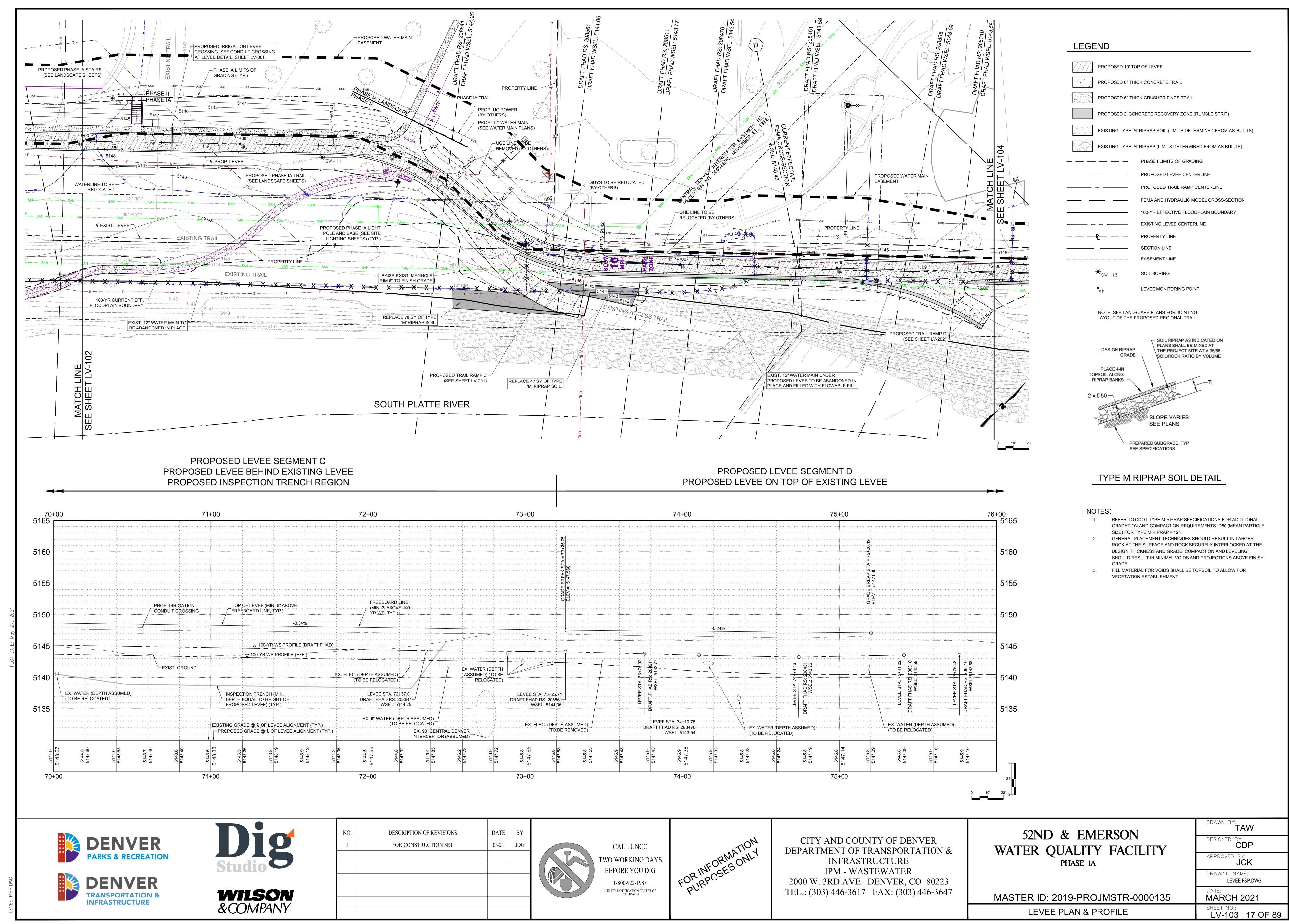


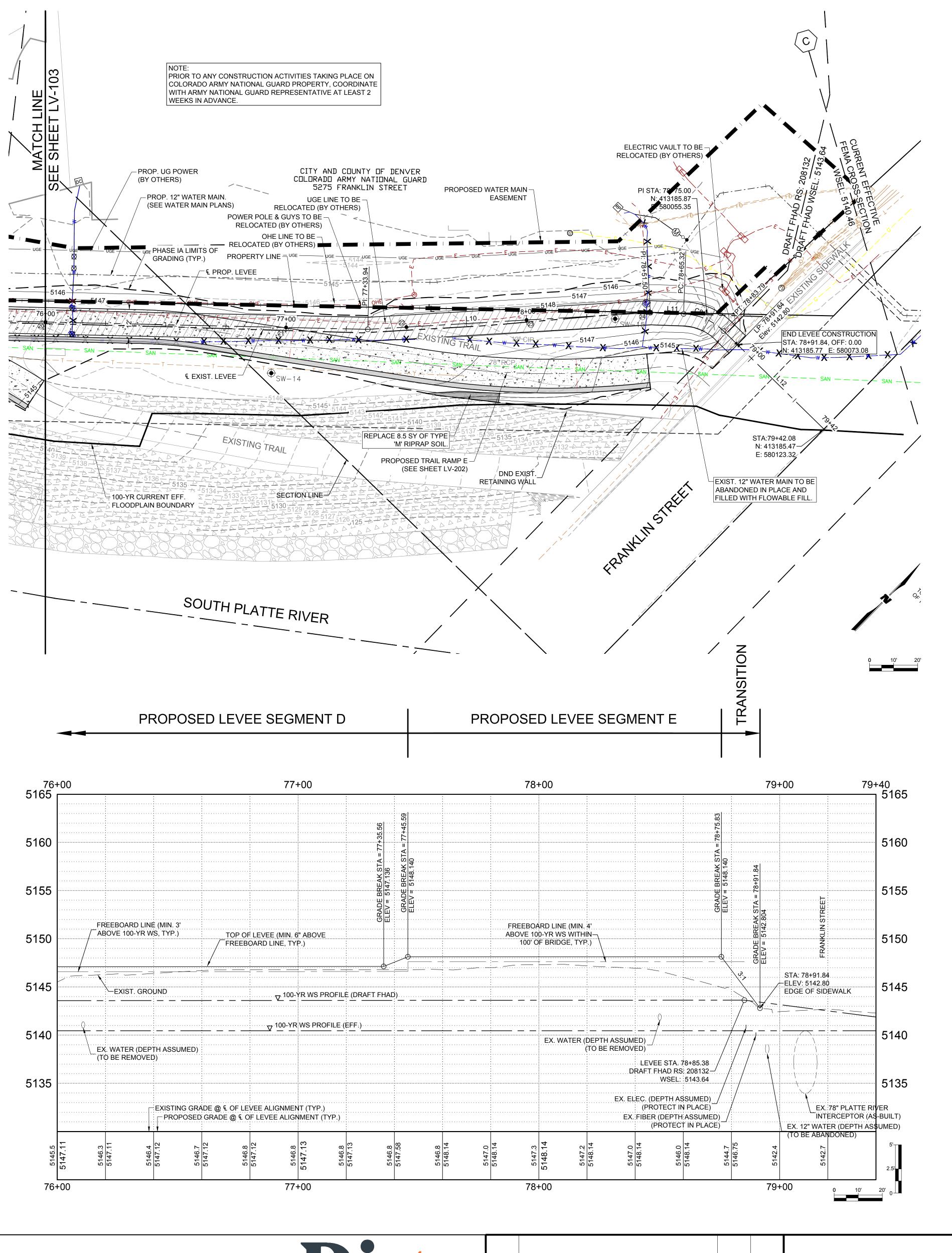


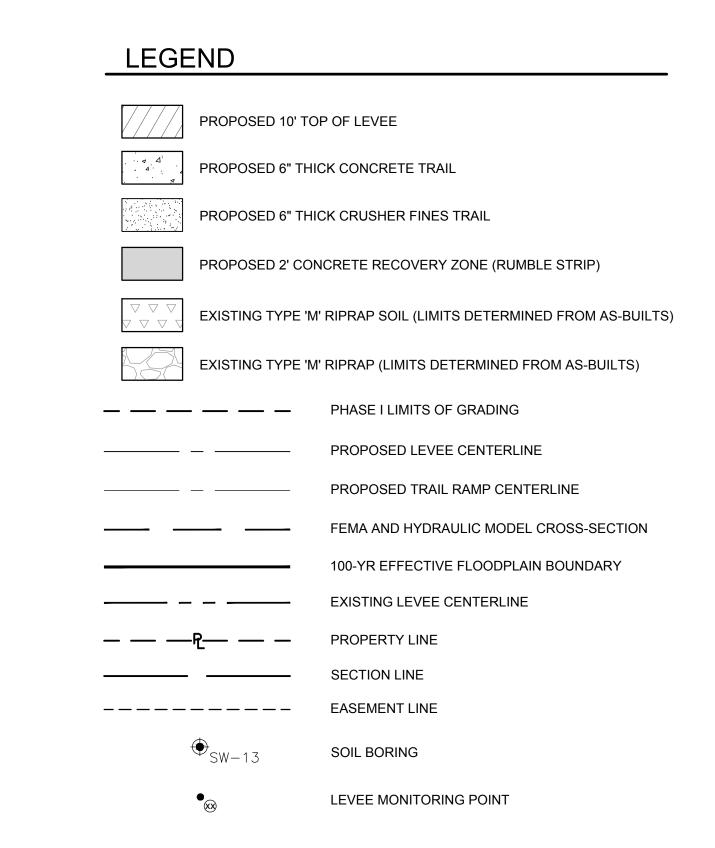










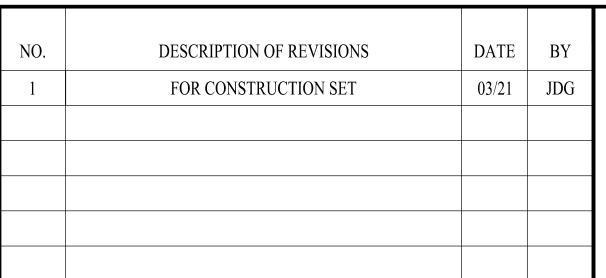


NOTE: SEE LANDSCAPE PLANS FOR JOINTING LAYOUT OF THE PROPOSED REGIONAL TRAIL.

LEVEE MONITORING SURVEY POINTS						
Point No.	Levee Station	Northing	Easting	Design Elevation	As-Built Elevation	Description
1	60+00	411943.385	578723.229	5148.14		CL PATH
2	61+00	412042.836	578730.724	5150.21		CL PATH
3	62+00	412118.825	578793.634	5151.13		CL PATH
4	62+50	412152.931	578830.196	5151.12		CL PATH
5	62+75	412169.984	578848.477	5152.04		CL PATH
6	63+75	412238.125	578921.665	5151.45		CL PATH
7	64+00	412251.831	578942.495	5150.81		CL PATH
8	64+50	412270.619	578988.820	5150.73		CL PATH
9	65+00	412300.824	579028.325	5149.65		CL PATH
10	66+00	412369.036	579101.449	5149.49		CL PATH
11	67+00	412437.420	579174.404	6149.29		CL PATH
12	68+00	412513.400	579238.619	5149.09		CL PATH
13	69+00	412581.611	579311.743	5148.89		CL PATH
14	70+00	412649.823	579384.868	5148.67		CL PATH
15	71+00	412718.034	579457.992	5148.33		CL PATH
16	72+00	412780.749	579535.192	5147.99		CL PATH
17	73+00	412798.462	579633.094	5147.65		CL PATH
18	74+00	412857.235	579712.806	5147.38		CL PATH
19	75+00	412925.040	579786.308	5147.14		CL PATH
20	76+00	412992.845	579859.809	5147.11		CL PATH
21	77+00	413060.650	579933.311	5147.13		ТОР
22	77+50	413095.478	579969.136	5148.14		ТОР
23	78+00	413132.260	580003.004	5148.14		ТОР
24	78+50	413169.043	580036.872	5148.14		ТОР









CALL UNCC

1-800-922-1987

UTILITY NOTIFICATION CENTER OF COLORADO

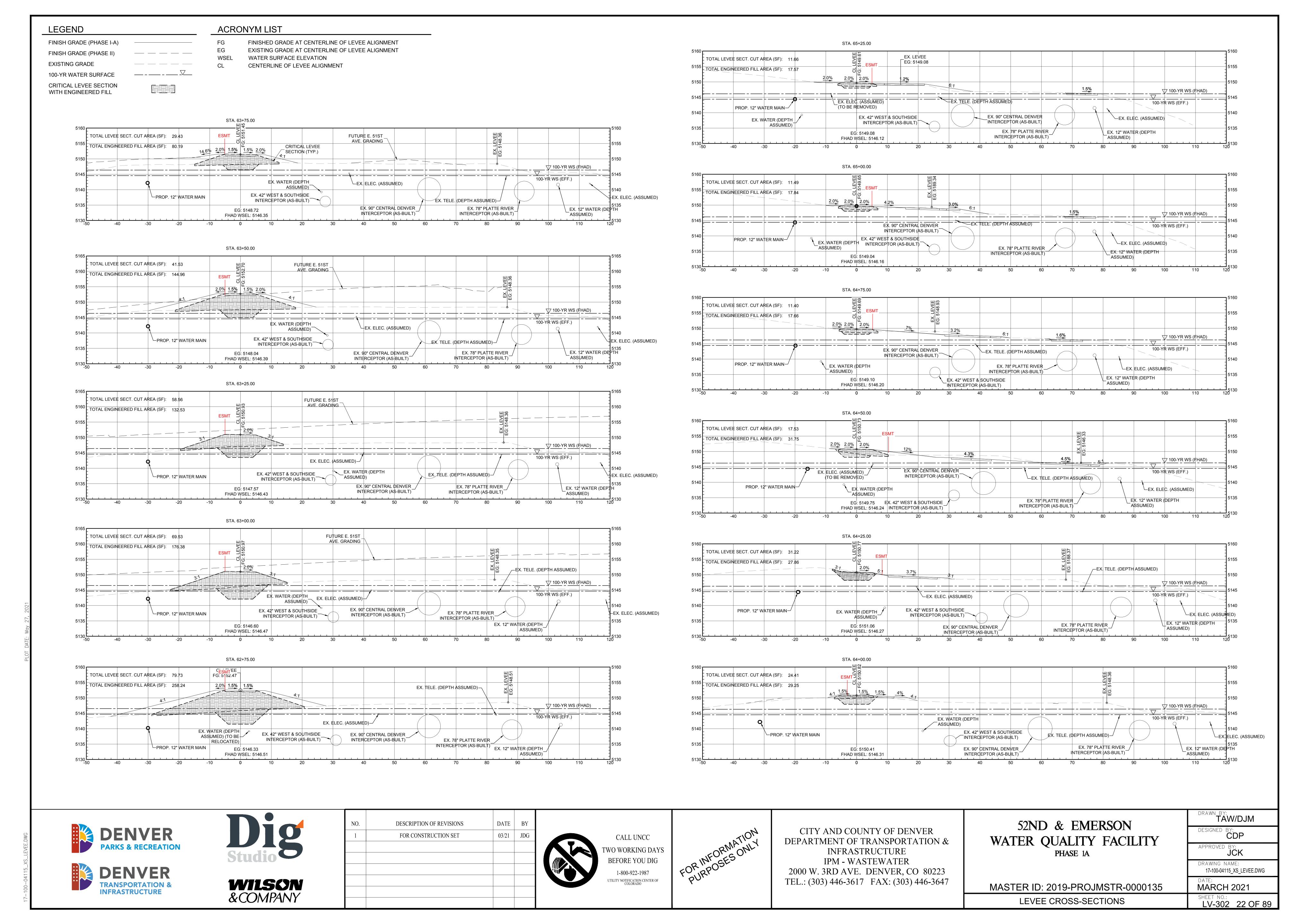
CITY AND COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE IPM - WASTEWATER 2000 W. 3RD AVE. DENVER, CO 80223 TEL.: (303) 446-3617 FAX: (303) 446-3647

52ND & EMERSON WATER QUALITY FACILITY PHASE 1A

MASTER ID: 2019-PROJMSTR-0000135 LEVEE PLAN & PROFILE

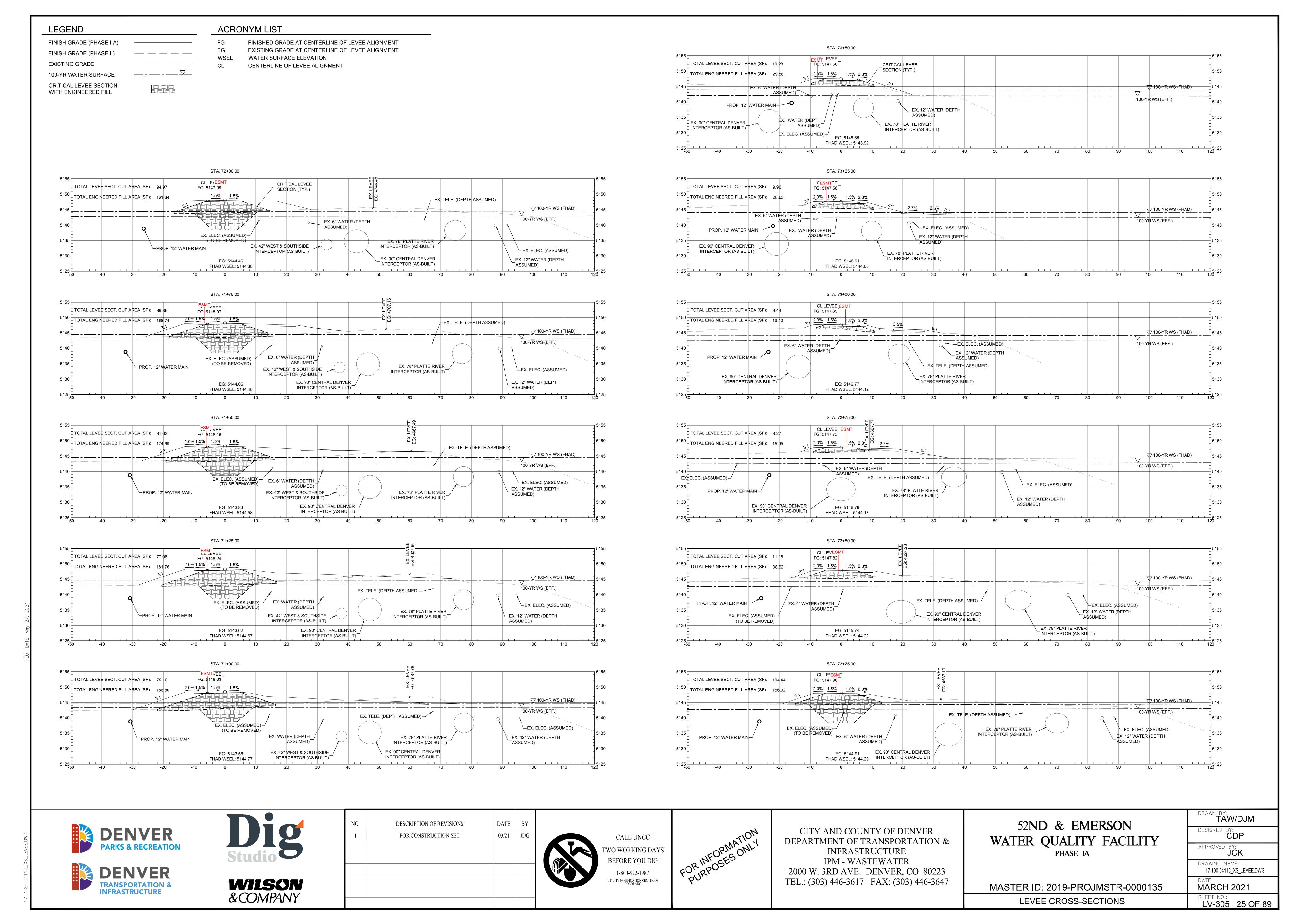
DRAWN BY: TAW
DESIGNED BY: CDP
APPROVED BY: JCK
DRAWING NAME: <b>LEVEE P&amp;P.DWG</b>
DATE: MARCH 2021
SHEET NO.: LV-104 18 OF 89

**ACRONYM LIST** LEGEND FINISH GRADE (PHASE I-A) FINISHED GRADE AT CENTERLINE OF LEVEE ALIGNMENT EXISTING GRADE AT CENTERLINE OF LEVEE ALIGNMENT STA. 62+50.00 FINISH GRADE (PHASE II WATER SURFACE ELEVATION **EXISTING GRADE** CENTERLINE OF LEVEE ALIGNMENT CRITICAL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 78.27 SECTION (TYP.) 100-YR WATER SURFACE 5155 TOTAL ENGINEERED FILL AREA (SF): 197.16 2.0% 1.5% 1.5% CRITICAL LEVEE SECTION EX. TELE. (DEPTH ASSUMED) WITH ENGINEERED FILL EX. ELEC. (ASSUMED)— EX. WATER (DEPTH EX. 42" WEST & SOUTHSIDE EX. ELEC. (ASSUMED) ASSUMED) (TO BE-PROP. 12" WATER MAIN-INTERCEPTOR (AS-BUILT) RELOCATED) EX. 78" PLATTE RIVER ∖EX. 12" WATER (D**E**PŤH EX. 90" CENTRAL DENVER EG: 5146.40 -ASSUMED) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) FHAD WSEL: 5146.55 STA. 61+00.00 TOTAL LEVEE SECT. CUT AREA (SF): 33.96 STA. 62+25.00 ESMT S TOTAL ENGINEERED FILL AREA (SF): 52.53 TOTAL LEVEE SECT. CUT AREA (SF): 67.81 **ESMT** 2.0% 1.5% 1.5% 5155 TOTAL ENGINEERED FILL AREA (SF): 164.32 √7 100-YR WS (₱HAD) 2.0% 1.5% 1.5% EX. TELE. (DEPTH ASSUMED) 100-YR WS (EFF.) √7 100-YR WS (#HAD) EX. TELE. (ASSUMED) └─EX. TELE. (DEPTH ASSUMED) EX. 42" WEST & SOUTHSIDE LEX. TELE. (DEPTH ASSUMED) ·E๋X. ELEC. (ASSUMED) ∽PROP. 12" WATER MAIN INTERCEPTOR (AS-BUILT) EX. 42" SANITARY EX. 78" PLATTE RIVER EG: 5148.71 EX. 42" WEST & \$OUTHSIDE LEX. ELEC. (ASSUMED) (DECOMMISSIONED) INTERCEPTOR (AS-BUILT) PROP. 12" WATER MAIN FHAD WSEL: 5146.72 INTERCEPTOR (AS-BUILT) (AS-BUILT) EX. 78" PLATTE RIVER EX. 90" CENTRAL DENVER EX. 12" WATER (DEPTH EG: 5146.78 INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) -ASSUMED) FHAD WSEL: 5146.59 STA. 62+00.00 STA. 60+75.00 TOTAL LEVEE SECT. CUT AREA (SF): 50.99 TOTAL LEVEE SECT. CUT AREA (SF): 35.89 **ESMT** 5155 - TOTAL ENGINEERED FILL AREA (SF): 123.16 5155 TOTAL ENGINEERED FILL AREA (SF): 50.58 2.0% 1.5% 1.5% EX. TELE. (DEPTH ASSUMED) EX. TELE. (ASSUMED)-5145 \_\_\_\_EX. GAS (DEPTH ASSUMED) - V 514 EX. TELE. (ASSUMED) (TO BE REMOVED) LEX. TELE. (DEPTH ASSUMED) EX. 42" WEST & SOUTHSIDE EX. 42" WEST & SOUTHSIDE -EX. ELEC. (ASSUMED) ∽PROP. 12" WATER MAIN INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) PROP. 12" WATER MAIN-LEX. 12" WATER (DEPTH ASSUMED) EX. 90" CENTRAL DENVER EG: 5147.54 EG: 5148.97 EX. 66" SANITARY (AS-BUILT)-(DECOMMISSIONED)-INTERCEPTOR (AS-BUILT) FHAD WSEL: 5146.73 STA. 61+75.00 STA. 60+50.00 TOTAL LEVEE SECT. CUT AREA (SF): 32.01 TOTAL LEVEE SECT. CUT AREA (SF): 32.45 **ESMT** 5155 TOTAL ENGINEERED FILL AREA (SF): 56.47 - TOTAL ENGINEERED FILL AREA (SF): 64.97 —EX. TELE. (DEPTH ASSUMED) 2.0% 1.5% 1.5% EX. TELE. (ASSUMED)— EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH - EX. GAS (ASSUMED)-EX. 66" SANITARY (AS-BUILT)— PROP. 12" WATER MAIN INTERCEPTOR (AS-BUILT) EX. 78" PLATTE RIVER ∖ EX. 12" WATER (DEP**†**F EG: 5148.11 EG: 5148.61 ►EX. 42" SANITARY (AS-BUILT) FHAD WSEL: 5146.74 STA. 61+50.00 STA. 60+25.00 TOTAL LEVEE SECT. CUT AREA (SF): 33.95 TOTAL LEVEE SECT. CUT AREA (SF): 24.07 **ESMT** 5155 TOTAL ENGINEERED FILL AREA (SF): 40.59 TOTAL ENGINEERED FILL AREA (SF): 54.31 –EX. TELE. (⊅EPTH ASSUM∉D EX. TELE. (ASSUMED) EX. GAS (DĘPTH ASSUMED)—∕ EX. 12" WATER (DEPTH LEX. ELEC. (ASSUMED) LEX. ELEC. (ASSUMED) PROP. 12" WATER MAIN-PROP. 12" WATER MAIN ∖ EX. 12¦' WATER (DEP**†**Ì EG: 5148.65 FHAD WSEL: 5146.68 STA. 60+00.00 STA. 61+25.00 TOTAL LEVEE SECT. CUT AREA (SF): 0.00 ΓΟΤΑL LEVE⋢ SECT. CUT AREA (SF): 31.92 5155 TOTAL ENGINEERED FILL AREA (SF): 0.0 5155 TOTAL ENGINEERED FILL AREA (SF): 54.73 –EX. TELE. (DĖPTH ASSUMEĎ) EX. TELE. (DEPTH ASSUMED) ↓EX. ELEC. (ASSUMED) −PROP. 12" WATER MAIN EG: 5148.47 EX. 42" WEST & SOUTHSIDE EX. 78" PLATTE RIVER EX. 12" WATER (DEPIH EG: 5148.14 FHAD WSEL: 5146.70 INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) TAW/DJM DATE BY 52ND & EMERSON DESCRIPTION OF REVISIONS DESIGNED BY: DENVER
PARKS & RECREATION CITY AND COUNTY OF DENVER 03/21 JDG FOR CONSTRUCTION SET CALL UNCC WATER QUALITY FACILITY DEPARTMENT OF TRANSPORTATION & TWO WORKING DAYS INFRASTRUCTURE PHASE 1A BEFORE YOU DIG IPM - WASTEWATER DENVER TRANSPORTATION & 17-100-04115\_XS\_LEVEE.DWG 2000 W. 3RD AVE. DENVER, CO 80223 1-800-922-1987 UTILITY NOTIFICATION CENTER OF COLORADO WILSON TEL.: (303) 446-3617 FAX: (303) 446-3647 MARCH 2021 MASTER ID: 2019-PROJMSTR-0000135 &COMPANY SHEET NO.: LV-301 21 OF 89 LEVEE CROSS-SECTIONS



**ACRONYM LIST** LEGEND FINISHED GRADE AT CENTERLINE OF LEVEE ALIGNMENT STA. 68+00.00 FINISH GRADE (PHASE I-A) EXISTING GRADE AT CENTERLINE OF LEVEE ALIGNMENT FINISH GRADE (PHASE I CL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 62.01 CRITICAL LEVEE WATER SURFACE ELEVATION FG: 5149.09 SECTION (TYP.) 1.5% 1.5% 1.5% EXISTING GRADE CENTERLINE OF LEVEE ALIGNMENT TOTAL ENGINEERED FILL AREA (SF): 105.7 100-YR WATER SURFACE CRITICAL LEVEE SECTION 100-YR WS (EFF.) INTERCEPTOR (AS-BUILT) EX\_TELE (DEPTH ASSUMED) WITH ENGINEERED FILL EX. ELEC. (ASSUMED) EX. WATER (DEPTH (TO BE REMOVED) PROP. 12" WATER MAIN— VEX. ELEC. (ASSUMED) EX. 42" WEST & SOUTHSIDE 📝 EX. 78" PLATTE RIVER INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) 、EX. 12" ₩ATER (DEPTH EG: 5146.36 \_ASSUM<u></u>ED) FHAD WSEL: 5145.59 STA. 67+75.00 CL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 57.35 STA. 66+50.00 FG: 5149.14 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 109.9 -EX. TELE. (DEPTH ASSUMED) CRITICAL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 32.21 FG: 5149.39 2.0% 1.5% 1.5% OTAL ENGINEERED FILL AREA (SF): 49.80 100-YR WS (EFF.) 100-YR WS (#HAD) EX. 90" ¢ENTRAL DENVER EX. 90" CENTRAL DENVER FX TELE (DEPTH ASSUMED) \_\_INTERCÉPTOR (AS-BUILT) EX. ELEC. (ASSUMED) ─EX. TELE. (DEPTH AS\$UMED) 100-Yℝ WS (EFF.) EX. WATER (DEPTH (TO BE REMOVED) ¯  $\leftarrow$ EX. ELEC. (A\$SUMED) INTERCEPTOR (AS-BUILT) $^-$ PROP. 12" WATER MAIN— PROP. 12" WATER MAIN— EX. ELEC. (ASSUMED) ASSUMED) EX. 78" PLATTE RIVER INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. WATER (DEPTH LEX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE INTERCEPTOR (AS-BUILT) EX. 78" PLATTE RIVER EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH EG: 5147.79 EG: 5146.05 ASSUMED) INTERCEPTOR (AS-BUILT) ASSUMED) FHAD WSEL: 5145.89 FHAD WSEL: 5145.64 STA. 67+50.00 CL LEVEE STA. 66+25.00 TOTAL LEVEE SECT. CUT AREA (SF): 53.52 FG: 5149.19 TOTAL ENGINEERED FILL AREA (SF): 114.66 —EX. TELE. (DEPTH ASSUMED TOTAL LEVEE SECT. CUT AREA (SF): 22.26 FG: 5149.44 100-YR WS (FHAD) 2.0% 1.5% 1.5% OTAL ENGINEERED FILL AREA (SF): 100-YR WS (EFF.) ↑ 100-YR WS (FHAD) EX. 90" CÉNTRAL DENVÉR INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED) EX. WATER (DEPTH 100-YR WS (EFF.) EX. 90" CENTRAL DENVER (TO BE REMOVED) EX. TELE. (DEPTH ASSUMED)-PROP. 12" WATER MAIN— ASSUMED) PROP. 12" WATER MAIN— INTERCEPTOR (AS-BUILT) EX. 78" PLATTE RI√ER LEX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 42" WEST & SOUTHSIDE EX. WATER (DEPTH INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) LEX. ELEC. (ASSUMED) AS\$UMED) EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH EX. 78" PLATTE RIVER EG: 5147.92 EG: 5145.81 EX. ELEC. (ASSUMED)-ASSUMED) ASSUMED) INTERCEPTOR (AS-BUILT) FHAD WSEL: 5145.69 FHAD WSEL: 5145.94 STA. 67+25.00 TOTAL LEVEË SECT. CUT AREA (SF): 48.27 FG: 5149.24 ←EX. TELE. (DEPTH ASSUMED) TOTAL LEVEE SECT. CUT AREA (SF): 16.14 FG: 5149.49 EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)—/ EX. 90" CENTRAL DENVER EX. WATER (DEPTH └─EX. ELEC. (ASSUMED) PROP. 12" WATER MAIN-EX. TELE (DEPTH ASSUMED)— INTERCEPTOR (AS-BUILT) A\$SUMED) EX. 78" PLATTE RIVER INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 42" WEST & SOUTHSIDE EX. WATER (DEPTH / ►EX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) AS\$UMED) EX. 12" WATER (DEPTH EX. 78 PLATTE RIVER EX. 12" WATER (DEPTH EX. ELEC. (ASSUMED)-EG: 5148.35 EG: 5145.78 ASSUMED) EX. 42" SANITARY (AS-BUILT) INTERCEPTOR (AS-BUILT) -ASSUMED) FHAD WSEL: 5145.74 STA. 67+00.00 TOTAL LEVEE SECT. CUT AREA (SF): 41.57 TOTAL LEVE SECT. CUT AREA (SF): 9.75 FG: 5149.53 FG: 5149.29 2.0% 1.5% 1.5% 1.5% OTAL ENGINEERED FILL AREA (SF): 93.13 EX. 90" CENTRAL DENVER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. WATER (DEPTH / EX. WATER (DEPTH ) EX. 42" WEST & SOUTHSIDE EX. 78" PLATTE RIVER EX. ELEC. (ASSUMED) PROP. 12" WATER MAIN-⊢EX. ELEC. (ASSŲMED) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) ASSUMED) EX. 78" PLATTE RIVER EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EG: 5148.66 EG: 5146.31 EX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT ASSUMED) FHAD WSEL: 5145.79 FHAD WSEL: 5146.04 STA. 65+50.00 TOTAL LEVEE SECT. CUT AREA (SF): 11.70 STA. 66+75.00 TOTAL ENGINEERED FILL AREA (SF): 12.38 TOTAL LEVEE SECT. CUT AREA (SF): 37.50 FG: 5149.34 2.0% 1.5% 1.5% 1.5% EX. 90" CENTRAL DENVER EX. TELE. (DEPTH ASSUMED) EX. 90" CENTRAL DENVER EX. TELE. (DEPTH ASSUMED)— PROP. 12" WATER MAIN— TINTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE PROP. 12" WATER MAIN— EX. WATER (DEPTH EX. ELEC. (ASSUMED) EX. WATER (DEPTH LEX. ELEC. (ASSUMED) EX. 78" PLATTE RIVER INTERCEPTOR (AS-BUILT) ASSUMED) ASSUMED) EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH EX. 78" PLATTE RIVER EX. 42" WEST & SOUTHSIDE EX. ELEC. (ASSUMED)-EG: 5149.02 EG: 5147.12 ASSUMED) ASSUMED) INTERCEPTOR (AS-BUILT) FHAD WSEL: 5145.84 NTERCEPTOR (AS-BUILT) FHAD WSEL: 5146.08 DRAWN BY:
TAW/DJM DATE BY 52ND & EMERSON NO. DESCRIPTION OF REVISIONS DESIGNED BY: CDP DENVER
PARKS & RECREATION CITY AND COUNTY OF DENVER 03/21 JDG FOR CONSTRUCTION SET CALL UNCC WATER QUALITY FACILITY DEPARTMENT OF TRANSPORTATION & TWO WORKING DAYS INFRASTRUCTURE PHASE 1A BEFORE YOU DIG IPM - WASTEWATER DRAWING NAME: DENVER 2000 W. 3RD AVE. DENVER, CO 80223 17-100-04115\_XS\_LEVEE.DWG 1-800-922-1987 UTILITY NOTIFICATION CENTER OF COLORADO WILSON TEL.: (303) 446-3617 FAX: (303) 446-3647 MARCH 2021 MASTER ID: 2019-PROJMSTR-0000135 &COMPANY SHEET NO.: LV-303 23 OF 89 LEVEE CROSS-SECTIONS

**ACRONYM LIST** LEGEND FINISHED GRADE AT CENTERLINE OF LEVEE ALIGNMENT FINISH GRADE (PHASE I-A) EXISTING GRADE AT CENTERLINE OF LEVEE ALIGNMENT FINISH GRADE (PHASE I WATER SURFACE ELEVATION STA. 70+75.00 EXISTING GRADE CENTERLINE OF LEVEE ALIGNMENT CCTE VEE TOTAL LEVEE SECT. CUT AREA (SF): 74.53 100-YR WATER SURFACE FG: **5**148.41 SECTION (TYP.) 2.0% 1.5% 1.5% 1.5% 5150 TOTAL ENGINEERED FILL AREA (SF): 187.51 CRITICAL LEVEE SECTION WITH ENGINEERED FILL EX. 90" CENTRAL DENVER EX. TELE. (DEPTH ASSUMED)— INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)— EX. WATER (DEPTH (TO BE REMOVED) ASSUMED) EX. 78" PLATTE RIVER PROP. 12" WATER MAIN LEX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EG: 5143.61 ASSUMED) INTERCEPTOR (AS-BUILT) FHAD WSEL: 5144.87 STA. 69+25.00 STA. 70+50.00 CL LEVEE CRITICAL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 61.85 TOTAL LEVEË SECT. CUT AREA (SF): 74.63 FG: 5148.84 FG: 5148.50 SECTION (TYP.) 1.5% 1.5% 1.5% 2.0% 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 105.83, 5150 TOTAL ENGINEERED FILL AREA (SF): 181 90 EX. TELE. (DEPTH ASSUMED) ⊫EX. TELE. (DᡛPTH ASSUMED) ╾╸<del>═╸╸</del>┝╼╸╸╼┷┼╼╱╴╸╼<del>╬┋</del>╟═╟═╟═╟═╟═╫═╫═╫═╫═╚═╩═╜</del>┷┤╸╾╾╸╸┼┼╸╸╾╸╸┼┼╸╸╾╸┝╶╾╸╸<del>╱</del>┼╶╺╌╸╸<del>┋</del>╪═╕╾═╺┾╌╌ 100-YR WS (EFF.) 100-YR WS (EFF.) EX. 90" CENTRAL DENVER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) PROP. 12" WATER MAIN EX. ELEC. (ASSUMED)-EX. WATER (DEPTH EX. WATER (DEPTH EX. ELEC. (ASSUMED)-(TO BE REMOVED) (TO BE REMOVED) EX. 78" PLATTE RIVER PROP. 12" WATER MAIN EX. 78" PLATTE RIVER LEX. ELEC. (ASSUMED) LEX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH EG: 5143.72 EG: 5146.10 INTERCEPTOR (AS-BUILT) ASSUMED) ASSUMED) FHAD WSEL: 5145.34 FHAD WSEL: 5144.97 100 STA. 69+00.00 STA. 70+25.00 CL LEVEE CL 4EVEE\_ TOTAL LEVEE SECT. CUT AREA (SF): 68.18 ΓΟΤΑL LEVEĖ SECT. CUT AREA (SF): 71.40 FG: 5148.89 FG: 5148.58 2.0% 1.5% 1.5% 1.5% 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 101.08 3:1 5150 TOTAL ENGINEERED FILL AREA (SF): EX. TELE. (DEPTH ASSUMED) EX. TELE. (DEPTH ASSUMED) √7 100-YR WS (#HAD) 100-YR WS (EFF.) 100-YR WS (EFF.) EX. 90" CENTRAL DENVER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)— EX. ELEC. (ASSUMED)-PROP. 12" WATER MAIN— EX. WATER (DEPTH EX. WATER (DEPTH (TO BE REMOVED) (TO BE REMOVED) ASSUMED) EX. 78" PLATTE RIVER <sup>ᡛ</sup> PROP. 12" WATER MAIN⊸ EX. 78" PLATTE RIVER LEX. ELEC. (ASSUMED) ⊢EX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH STA. 68+75.00 STA. 70+00.00 TOTAL LEVEE SECT. CUT AREA (SF): 72.90 TOTAL LEVEE SECT. CUT AREA (SF): 62.16 FG: 5148.94 FG: 5148.67 1.5% 1.5% 1.5% 2.0% 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 98.91 \_EX. TELE. (DEPTH ASSUMED)  $\not$ EX. TELE. (DEPTH ASSUMED) EX. 90" CENTRAL DENVER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED) EX. ELEC. (ASSUMED)— EX. WATER (DEPTH EX. WATER (DEPTH (TO BE REMOVED) PROP. 12" WATER MAIN— (TO BE REMOVED) ASSUMED) EX. 78" PLATTE RIVER PROP. 12" WATER MAIN-EX. 78" PLATTE RIVER └─EX. ELEC. (ASSUMED) └─EX. ELEC. (ASSUMED) EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EX 12" WATER (DEPTH EG: 5146.97 EG: 5144.87 INTER¢EPTOR (AS-BŲILT) ASSUMED) ASSUMED) FHAD WSEL: 5145.44 FHAD WSEL: 5145.16 STA. 69+75.00 STA. 68+50.00 CL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 71.47 FG: 5148.99 ΓΟΤΑL LEVEĖ SECT. CUT AREA (SF): 51.76 FG: 5148.74 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 119.5 EX. TELE. (DEPTH ASSUMED) 7 100-YR WS (FHAD) 100-YR WS (EFF.) EX. 90" CENTRAL DENVER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)-INTERCEPTOR (AS-BUILT) EX. WATER (DEPTH EX. WATER (DEPTH (TO BE RÉMOVED) PROP. 12" WATER MAIN— PROP. 12" WATER MAIN-EX. 78" PLATTE RIVER EX. 78" PLATTE RIVER ӋEX. ELEC. (ASSUMED) └─EX. ELEC. (ASSUMED) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EG: 5146.91 EG: 5145.16 INTERCEPTOR (AS-BUILT) ASSUMED) FHAD WSEL: 5145.49 FHAD WSEL: 5145.24 STA. 69+50.00 STA. 68+25.00 CL LEVEE CL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 67.79 ΓΟΤΑL LEVE⋢ SECT. CUT AREA (SF): 55.2<sup>.</sup> FG: 5149.04 FG: 5148.79 1.5% 1.5% 1.5% TOTAL ENGINEERED FILL AREA (SF): 101.31 3:1 ⊢EX. TELE. (DEPTH ASSUMED) ∕—EX. TELE. (ΦEPTH ASSUMĖD) EX. 90" ¢ENTRAL DEN∀ER EX. 90" CENTRAL DENVER INTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)-EX. ELE $\mathbb{C}$ . (ASSUMED)+EX. WATER (DEPTH EX. WATER (DEPTH (TO BE REMOVED) PROP. 12" WATER MAIN— (TO BE REMOVED) ASSUMED) ASSUMED) PROP. 12" WATER MAIN-EX. 78" PLATTE RIVER EX. 78" PLATTE RIVER EX. ELEC. (ASSUMED) └─EX. ∉LEC. (ASSUM∉D) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EX. 42" WEST & SOUTHSIDE EX. 12" WATER (DEPTH EX. 42" WEST & SOUTHSIDE EG: 5146.71 EG: 5145.54 FHAD WSEL: 5145.54 FHAD WSEL: 5145.29 TAW/DJM DATE BY 52ND & EMERSON DESCRIPTION OF REVISIONS DESIGNED BY: DENVER
PARKS & RECREATION CITY AND COUNTY OF DENVER 03/21 JDG FOR CONSTRUCTION SET CALL UNCC WATER QUALITY FACILITY DEPARTMENT OF TRANSPORTATION & TWO WORKING DAYS **INFRASTRUCTURE** PHASE 1A BEFORE YOU DIG IPM - WASTEWATER DENVER 17-100-04115\_XS\_LEVEE.DWG 2000 W. 3RD AVE. DENVER, CO 80223 1-800-922-1987 UTILITY NOTIFICATION CENTER OF COLORADO WILSON TEL.: (303) 446-3617 FAX: (303) 446-3647 MARCH 2021 MASTER ID: 2019-PROJMSTR-0000135 &COMPANY SHEET NO.: LV-304 24 OF 89 LEVEE CROSS-SECTIONS



**ACRONYM LIST** LEGEND FINISH GRADE (PHASE I-A) FINISHED GRADE AT CENTERLINE OF LEVEE ALIGNMENT EXISTING GRADE AT CENTERLINE OF LEVEE ALIGNMENT FINISH GRADE (PHASE I WATER SURFACE ELEVATION EXISTING GRADE CENTERLINE OF LEVEE ALIGNMENT 100-YR WATER SURFACE CRITICAL LEVEE SECTION WITH ENGINEERED FILL STA. 76+00.00 CRITICAL LEVEE ESMTL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 9.42 SECTION (TYP.) FG: 5147.11 TOTAL ENGINEERED FILL AREA (SF): 25.1 2.0% 1.5% 1.5% 2.0% STA. 74+75.00 PROP. 12" WATER MAIN— EX. 78" PLATTE RIVER EX. ELEC. (DEPTH ASSUMED) ESMT. LEVEE CRITICAL LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 10.41 INTERCEPTOR (AS-BUILT) FG: 5147.20 SECTION (TYP.) EX. 12" WATER (DEPTH TOTAL ENGINEERED FILL AREA (SF): 26.60 2.0% 1.5% 1.5% 2.0% ASSUMED) EG: 5145.52 FHAD WSEL: 5143.59 PROP. 12" WATER MAIN EX. ELEC. (ASSUMED)-EX. 78" PLATTE RIVER EX. 12" WATER (DEPTH STA. 75+75.00 INTERCEPTOR (AS-BUILT) ASSUMED) EG: 5145.80 **ESMT**L LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 9.10 FHAD WSEL: 5143.27 FG: 5147.10 TOTAL ENGINEERED FILL AREA (SF): 21.0 **2.0% 1.5% 1.5% 12.6%** STA. 74+50.00 PROP. 12" WATER MAIN— TOTAL LEVEE SECT. CUT AREA (SF): 10.04 FG: 5147.26 2.0% 1.5% 2.0% 3 TOTAL ENGINEERED FILL AREA (SF): 26.49 EX. 78" PLATTE RIVER EX. ELEC. (DEPTH ASSUMED) INTERCEPTOR (A\$-BUILT EX. 12" WATĖR (DEPTH ASSUMED) EX. 12" WATER (DEPTH EG: 5145.84 PROP. 12" WATER MAIN— FHAD WSEL: 5143.58 EX. 78" PLATTE RIVER EX. ELEC. (ASSUMED)-INTERCÉPTOR (AS-BUILT) EG: 5145.79 STA. 75+50.00 FHAD WSEL: 5143.37 TOTAL LEVEE SECT. CUT AREA (SF): 10.00 FG: 5147.10 5150 TOTAL ENGINEERED FILL AREA (SF): 23.15 STA. 74+25.00 7 100-YR WS (FHAD) **ESMT** LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 10.09 FG: 5147.32 5150 TOTAL ENGINEERED FILL AREA (SF): 26.73 2.0% 1.5% 1.5% 2.0% PROP. 12" WATER MAIN-EX. 78" PLATTE RIVER EX. ELEC. (ASSUMED) INTERCEPTOR (A\$-BUILT) EX. 12" WATER (DEPTH EX. 12" WATER (DEPTH PROP. 12" WATER MAIN-ASSUMED) EX. 78" PLATTE RIVER EG: 5145.85 EX. ELEC. (ASSUMED)-TINTERCEPTOR (AS-BUILT) FHAD WSEL: 5143.59 EG: 5145.85 FHAD WSEL: 5143.48 60 STA. 75+25.00 STA. 74+00.00 TOTAL LEVEE SECT. CUT AREA (SF): 10.15 FG: 5147.09 3:1 TOTAL ENGINEERED FILL AREA (SF): 24.05 ESMT LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 10.00 FG: 5147.38 5150 TOTAL ENGINEERED FILL AREA (SF): 26.48 2.0% 1.5% 1.5% 2.0% PROP. 12" WATER MAIN— PROP. 12" WATER MAIN EX. 12" WATER (DEPTH EX. 78" PLATTE RIVER EX. ELEC. (ASSUMED)— ASSUMED) TINTERCEPTOR (AS-BUILT) EX. ELEC. (ASSUMED)-EX. 12" WATER (DEPTH EX. 78" PLATTE RIVER EX. WATER (DEPTH AS\$UMED) ASSUMED) TINTERCEPTOR (AS-BUILT) EG: 5145.83 EG: 5145.91 FHAD WSEL: 5143.61 FHAD WSEL: 5143.50 STA. 73+75.00 STA. 75+00.00 **ESMT** LEVEE ESMT. LEVEE TOTAL LEVEE SECT. CUT AREA (SF): 10.38 TOTAL LEVEE SECT. CUT AREA (SF): 9.84 FG: 5147.44 FG: 5147.14 5150 TOTAL ENGINEERED FILL AREA (SF): 26.62 TOTAL ENGINEERED FILL AREA (SF): 25.46 2.0% 1.5% 1.5% 2.0% 2.0% 1.5% 1.5% EX. 12" WATER (DEPTH PROP. 12" WATER MAIN-EX. ELEC. (ASSUMED)— ASSUMED) EX. ELEC. (ASSUMED)-EX. WATER (DEPTH EX. 78" PLATTE RIVER EX. 90" CENTRAL DENVER EX. 12" WATER (DEPTH EX. 78" PLATTE RIVER INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) INTERCEPTOR (AS-BUILT) EG: 5145.93 EG: 5145.82 FHAD WSEL: 5143.78 FHAD WSEL: 5143.38 TAW/DJM DATE BY 52ND & EMERSON NO. DESCRIPTION OF REVISIONS DESIGNED BY: DENVER
PARKS & RECREATION CITY AND COUNTY OF DENVER 03/21 JDG FOR CONSTRUCTION SET CALL UNCC WATER QUALITY FACILITY DEPARTMENT OF TRANSPORTATION & TWO WORKING DAYS INFRASTRUCTURE PHASE 1A BEFORE YOU DIG IPM - WASTEWATER DRAWING NAME: DENVER TRANSPORTATION & 17-100-04115\_XS\_LEVEE.DWG 2000 W. 3RD AVE. DENVER, CO 80223 1-800-922-1987 UTILITY NOTIFICATION CENTER OF COLORADO WILSON TEL.: (303) 446-3617 FAX: (303) 446-3647

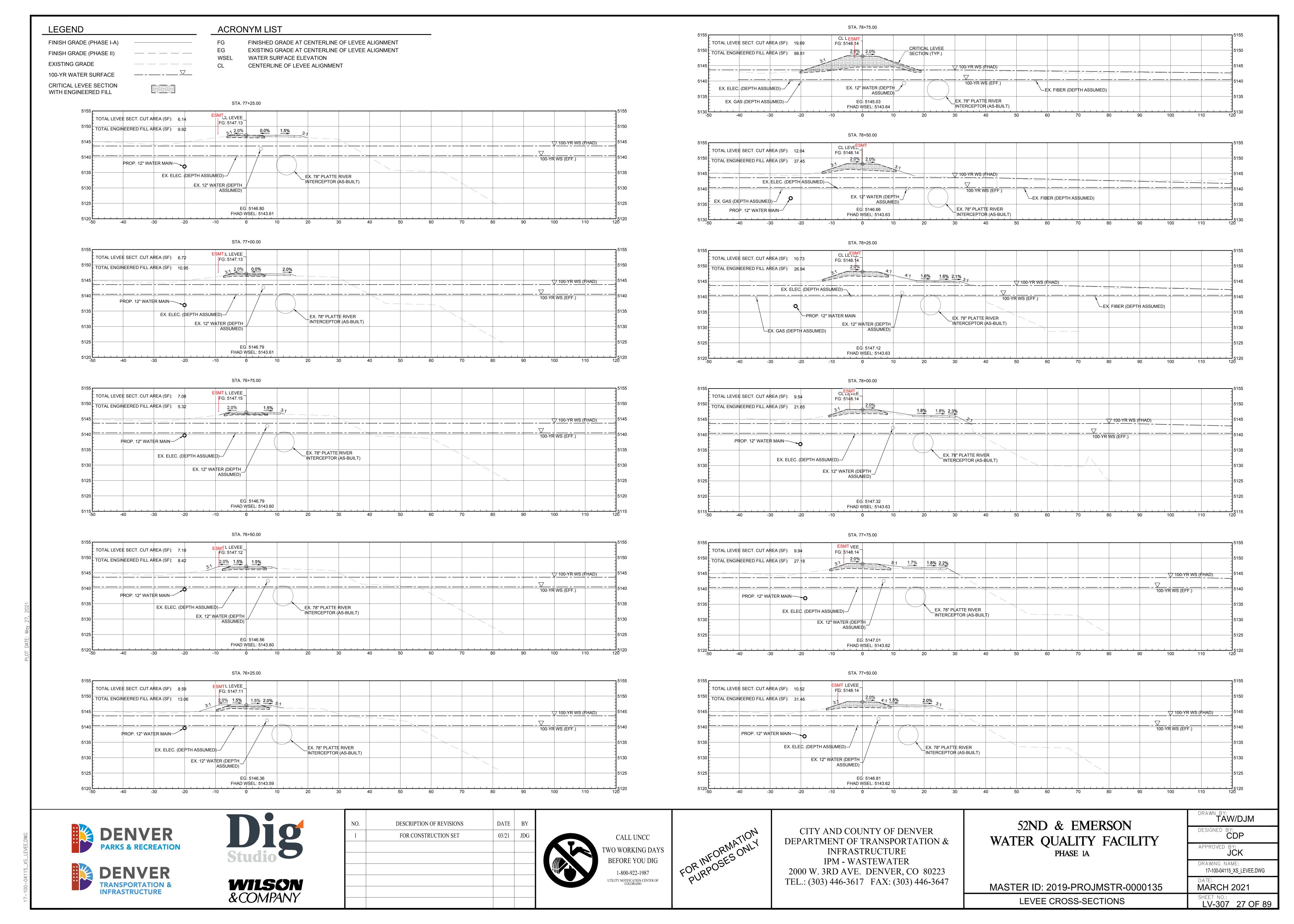
DATE:
MARCH 2021

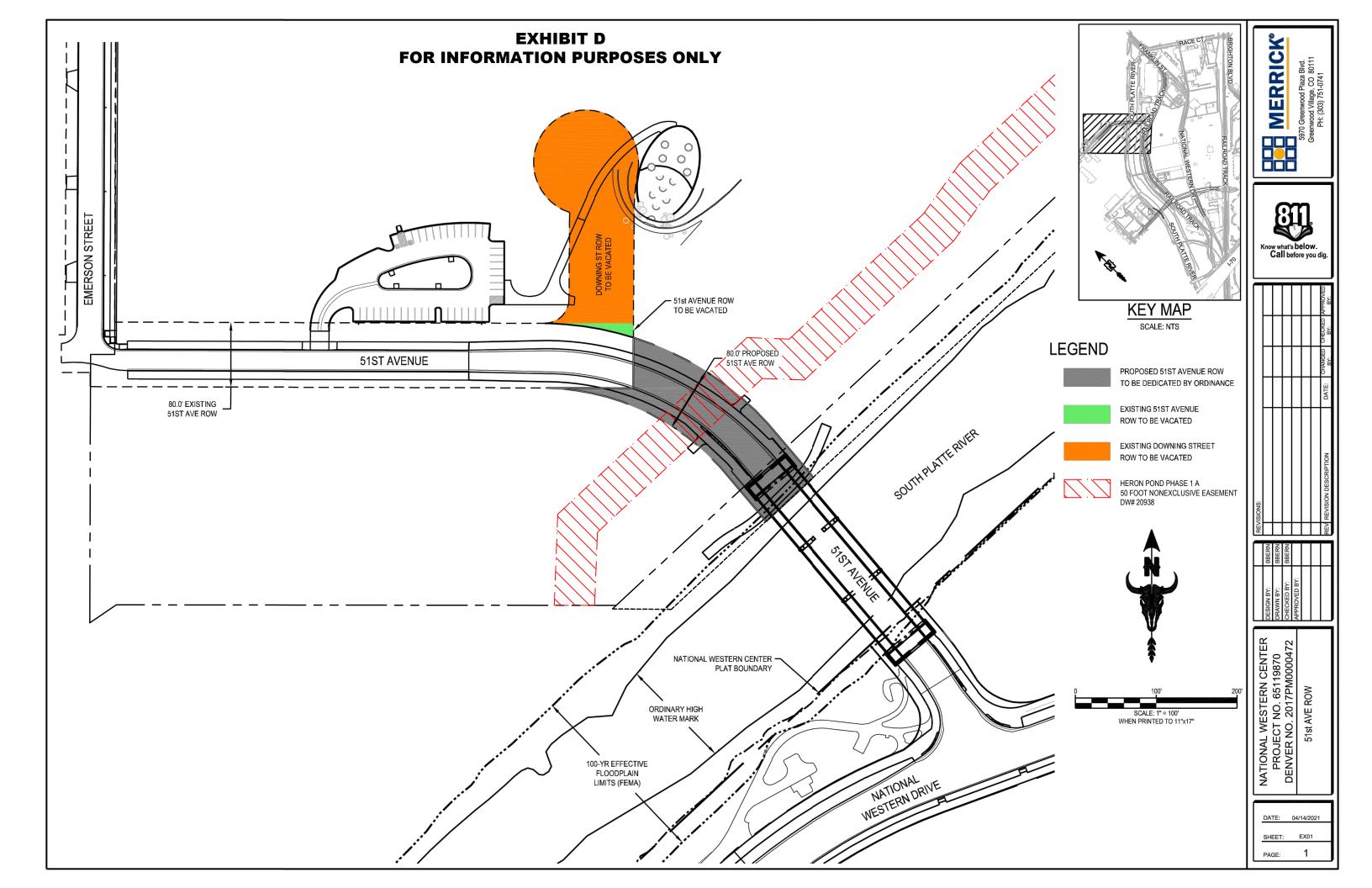
SHEET NO.: LV-306 26 OF 89

MASTER ID: 2019-PROJMSTR-0000135

LEVEE CROSS-SECTIONS

&COMPANY







### Denver Parks and Recreation

Citywide Operations 678 S. Jason Street Denver, CO 80223 p: 720-865-6976 f: 720-865-6971

www.denvergov.org/parksandrecreation

# <u>Prior to issuance DPR will advise whether construction activity should proceed due to unfavorable conditions.</u>

Permittee at its own expense shall restore the general surface of the ground to the grade, condition, and vegetative state that existed prior to any land disturbing activity except as may be set forth in any prior easements or agreements.

Any existing site development, such as irrigation systems, turf, sidewalks, trees, shrubs, etc., damaged as a result of permittee's construction activities shall be restored to comply with current Denver Parks and Recreation Standard Specifications except as may be set forth in any prior easements or agreements. Permittee may either restore the damaged area or receive an invoice to cover the costs of restoration at the discretion of the Parks Representative.

Permittee must control any dust per Denver's ordinances, i.e. not visible which requires continued wetting.

Permittee agrees to keep all equipment in the designated areas.

No storage of materials directly on Park except as may be set forth in any prior easements or agreements.

Permittee is responsible for all utility research and location, including existing irrigation components.

Permittee is responsible for its construction activities that damage the irrigation system and must provide supplemental watering of any trees and landscape impacted <u>as instructed</u> by the park representative until the irrigation system is repaired to the satisfaction of the parks representative.

Permittee shall contact a Parks Inspector listed below to arrange final inspection.

#### SECTION 6

Accentance Permittee: Denver Water

That this Permit shall not be in full force or effect until the Permittee and the Executive Director of Parks and Recreation, or authorized designate, have agreed to the terms and conditions of the Permit by affixing their respective signatures below.

Acceptance i cinnities.	Beliver Water	
By (printed name/signature Date:	e):	
Approved:		
By: Erick Anderson, City Date:	y Inspector Supervisor, Citywide	e Operations
Contractor Information: Name:	Title:	Phone:
Anticipated Schedule:		
Parks and Recreation Info	rmation: Allegra Haynes	<b>Executive Director</b>
Parks: Michael McCown	Field Superintendent	303.880.7562

**Operational Supervisor** 

720.448.7857





## Denver Parks and Recreation

Citywide Operations 678 S. Jason Street Denver, CO 80223 p: 720-865-6976 f: 720-865-6971

www.denvergov.org/parksandrecreation

Parks: Jorge Hernandez Crew Supervisor 720.926.4269



