4643 S. Ulster St. #500,
Denver, CO 80237
Phone: (720) 200-1200
Fax: (303) 889-1959

DATE: May 15, 2014
FILE NUMBER: 508-F0481448-017-LM6
PROPERTY ADDRESS: 1055 Clermont St, Denver, CO 80220-3808
BUYER/BORROWER:
OWNER(S): United States of America
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 6063-00-001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO:	**Fidelity National Title Insurance Company** **4643 S. Ulster St. #500** **Denver, CO 80237**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Lindsey Mann** **(720) 200-1200** **(303) 633-7624** **lindsey.mann@fnf.com**
TO:	**Fidelity National Title Insurance Company** **133 Federal St.** **Boston, MA 02110**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Deborah Bayha** **(617) 502-4268** **(000) 000-0000** **Deborah.Bayha@fnf.com**
TO:	**Commercial Escrow FNTIC** **4643 S. Ulster St. #500** **Denver, CO 80237**	**ATTN:** **PHONE:** **FAX:** **E-MAIL:**	**Lindsey Mann** **(720) 200-1200** **(303) 889-1959** **lindsey.mann@fnf.com**

END OF TRANSMITTAL

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Fidelity National Title Insurance Company
COMMITMENT

SCHEDULE A

Commitment No: **508-F0481448-017-LM6**

1. **Effective Date:** **May 7, 2014 at 7:00 A.M.**

2. **Policy or policies to be issued:**

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	**$0.00**
(b) None	**$0.00**
	$

3. **The estate or interest in the land described or referred to in this Commitment is:**

   A Fee Simple

4. **Title to the estate or interest in the land is at the Effective Date vested in:**

   United States of America

5. **The land referred to in this Commitment is described as follows:**

   See Attached Legal Description

(for informational purposes only) 1055 Clermont St, Denver, CO 80220-3808

PREMIUMS:

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AMERICAN LAND TITLE ASSOCIATION

Attached Legal Description

That portion of Bellevue Park Addition to the City of Denver and that portion of the NW1/4 of the NE1/4 of the SW1/4 of Section 6, Township 4 South, Range 67 West of the 6th P.M., being more particularly described as follows:

Beginning at the point of intersection of the Westerly line of Clermont and the South line of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 6, Township 4 South, Range 67 West;
Thence North along the Westerly line of Clermont Street, a distance of 380.5 feet, more or less, to a concrete monument;
Thence North 08°23'00" East, a distance of 315.5 feet, more or less, to a concreted monument located at the Northwesterly corner of the intersection of 11th Avenue and Clermont Street;
Thence North along the Westerly line of Clermont Street, a distance of 168.42 feet, more or less, to a concrete monument located at the Southwesterly corner of the intersection of Clermont Street and Hale Parkway;
Thence, following the Southerly line of Hale Parkway North 80°59'00" West a distance of 368.3 feet to a point of curve;
Thence continuing along the Southerly line of Hale Parkway, on a curve to the right having a radius of 2,318.92 feet, along chord course of North 78°08'00" West and a chord distance of 230.6 feet, an arc distance of 230.69 feet, more or less, to a concrete monument located at the Southeasterly corner of the intersection of Hale Parkway and Bellaire Street;
Thence South following the Easterly line of Bellaire Street, a distance of 304.36 feet to the North line of the Southwest quarter of Section 6, Township 4 South, Range 67 West;
Thence South 89°49'00" West, along the North line of the Southwest quarter, a distance of 60.005 feet to a point;
Thence South 00°05'30" East a distance of 661.425 feet to the South line of the North half of the Northwest quarter of the Southwest quarter of Section 6, Township 4 South, Range 67 West;
Thence South 89°58'30" East, following the South line of the said North half of the Northwest quarter of the Southwest quarter and the South line of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 6, a distance of 602.495 feet to the Point of Beginning,
City and County of Denver, State of Colorado.

Note: The above legal contains Lots 18 to 30 inclusive, and fractional Lots 16, 17, 31 and 32, in Block 12 lying South of the Southerly line of Hale Parkway, Bellevue Park Addition to the City of Denver, and also contains Lots 15 to 32 inclusive, and fractional Lots 14, 15, 33 and 34, in Block 13, lying South of the Southerly line of Hale Parkway, together with the vacated alley adjacent to said Lots, Bellevue park Addition to the City of Denver

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B – Section 1

Requirements

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. Evidence that any and all assessments for common expenses, if any, have been paid.

d. Recording Statutes require that all documents submitted for recording must contain a one inch margin along the top and a one-half inch margin along the sides and bottom of each page. The county clerk and recorder may reject any document that does not comply.

Note: Effective August 1, 2004, most counties have indicated that they will start enforcing the above margin requirements and will reject any documents that do not comply.

e. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of $50,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

f. This commitment is subject to such further exceptions and/or requirements as may appear necessary when the name of the proposed insured has been disclosed.

Note: This report shall not be construed as a Title Guaranty, nor a Title Insurance Policy. The liability of the Company shall not exceed the charge paid by the applicant for this report, nor shall the Company be held liable to any party other than the applicant for this report.

END OF REQUIREMENTS

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.

4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Easements for pipe lines and utilities as reserved in the Decrees of Taking recorded April 9, 1948 in Book 6373 at Page 128. Amendment recorded August 23, 1948 in Book 6434 at Page 205, and Decree recorded June 6, 1969 in Book 42 at Page 346.

8. Reservations of all utilities as contained in Ordinance No. 9, Series 1941 recorded September 13, 1948 in Book A31 at Page 488 and Ordinance No. 129, Series 1948 recorded September 13, 1948 in Book A31, Page 484

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: the City and County of Denver
   Purpose: pipelines
   Recording Date: May 25, 1983
   Recording No: Book 2818 at Page 603

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: the City and County of Denver
    Purpose: public highway
    Recording Date: April 11, 1048
    Recording No: Book 6529 at Page 13

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: the City and County of Denver

Purpose: sewer lines
Recording Date: January 30, 1962
Recording No: Book 8795 at Page 552

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City and County of Denver
Purpose: sewer lines
Recording Date: January 30, 1962
Recording No: Book 8795 at Page 554

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the City and County of Denver
Purpose: sewer lines
Recording Date: April 30, 1962
Recording No: Book 8838 at Page 151

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: the Mountain States Telephone Company
Purpose: underground conduit system
Recording Date: February 19, 1963
Recording No: Book 8984 at Page 325

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Qwest Corporation
Purpose: conduits
Recording Date: September 8, 2000
Recording No: Reception No. 2000129918

16. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

TO Fidelity National Title Insurance Company a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

   legally described as:
   See Attached Affidavit and Indemnity Agreement Legal Description

   Property Address: **1055 Clermont St, Denver, CO 80220-3808**

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Insurance Company as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

   The undersigned affiant(s) know the matters herein stated are true and indemnifies **Fidelity National Title Insurance Company**, a Colorado Corporation and Fidelity National Title Insurance Company, a California Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

   This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION

That portion of Bellevue Park Addition to the City of Denver and that portion of the NW1/4 of the NE1/4 of the SW1/4 of Section 6, Township 4 South, Range 67 West of the 6th P.M., being more particularly described as follows:

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Thence continuing along the Southerly line of Hale Parkway, on a curve to the right having a radius of 2,318.92 feet, along chord course of North 78°08'00" West and a chord distance of 230.6 feet, an arc distance of 230.69 feet, more or less, to a concrete monument located at the Southeasterly corner of the intersection of Hale Parkway and Bellaire Street;
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Thence South 89°49'00" West, along the North line of the Southwest quarter, a distance of 60.005 feet to a point;
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Thence South 89°58'30" East, following the South line of the said North half of the Northwest quarter of the Southwest quarter and the South line of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 6, a distance of 602.495 feet to the Point of Beginning,
City and County of Denver, State of Colorado.

Note: The above legal contains Lots 18 to 30 inclusive, and fractional Lots 16, 17, 31 and 32, in Block 12 lying South of the Southerly line of Hale Parkway, Bellevue Park Addition to the City of Denver, and also contains Lots 15 to 32 inclusive, and fractional Lots 14, 15, 33 and 34, in Block 13, lying South of the Southerly line of Hale Parkway, together with the vacated alley adjacent to said Lots, Bellevue park Addition to the City of Denver

Fidelity National Title®
Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

The Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not fault of the Company.

The Company will **provide** a sample of the policy form upon request.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

SEAL

By: President

ATTEST Secretary

Authorized Signature

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policies or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org.

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AMERICAN LAND TITLE ASSOCIATION

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 3-5-1 (Section 7), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 3-5-1, Paragraph G of Section 7, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- If the sales price of the subject property exceeds $100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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AMERICAN LAND TITLE ASSOCIATION

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

2000129918 2000/09/08 10:34:45 1/ 5 EAS
DENVER COUNTY CLERK AND RECORDER 25.00 .00 SMP
*****

DEED OF EASEMENT

The Department of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the payment of One Dollar ($1.00), the receipt of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions herein stated, unto the Qwest Corporation, hereinafter referred to as the Grantee, its successors and assigns, an easement to install a ductbank consisting of 6-4" conduits of the Grantee, and herein referred to as "said facilities," to be on, over, under, upon, across or through a portion of VA Medical Center Denver, Colorado, which the undersigned owns in the County of Denver, State of Colorado, to wit:

All as described on Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. That the Government reserves rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

2. That said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee within the easement area without cost to the Government and under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said property all to the satisfaction of the Government official having immediate jurisdiction over the property.

3. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.

4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

P:\Denver ductbank easement to Qwest Corporation 7-27-00.doc \p\p

5. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) failure to comply with the terms and conditions of the grant, (b) nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) abandonment of the easement.

6. That upon termination or forfeiture of the grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

7. The Grantee will remove all debris from the property as may be generated by the use granted herein, and will restore any disturbed landscape, utilities, etc., to its original condition.

8. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

9. The Grantee does by the acceptance of this instrument covenant and agree for itself, its assigns, and its successors in interest to the property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this 16th Day of August, 2000.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
Department of Veterans Affairs

By _____
Director, Land Management Team

CITY OF WASHINGTON]
]
DISTRICT OF COLUMBIA]

ON THIS 16 day of August, 2000, before me a Notary Public in and for said District of Columbia, personally appeared to me George L. Szwarcman, well known and known by me to be Director, Land Management Team, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

DENNIS W. CALKIN NOTARY PUBLIC DISTRICT OF COLUMBIA

[SEAL]

_____
Notary Public
District of Columbia

My commission expires:

DENNIS W. CALKIN
NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES FEB 28, 2001

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EXHIBIT A

PREPARED BY: FRONTIER SURVEYING, INC.
PROJECT NO: 99159
DATE: 5/11/2000

LEGAL DESCRIPTION
US WEST EASEMENT

A 10.00 FOOT WIDE STRIP OF LAND LOCATED ON THAT PARCEL CONVEYED TO THE UNITED STATES OF AMERICA BY CONDEMNATION AS RECORDED IN BOOK 6373 AT PAGE 128 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; MORE PARTICULARLY DESRIBED AS 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND THE WESTERLY LINE OF BELLAIRE STREET PROJECTED SOUTHERLY, AND BEING ON THE WESTERLY LINE OF SAID PARCEL RECORDED IN BOOK 6373 AT PAGE 128; THENCE S00°16'19"W, ALONG THE WEST LINE OF AFORESAID PARCEL, A DISTANCE OF 30.00 FEET; THENCE S89°52'46"E, DEPARTING SAID WEST LINE, A DISTANCE OF 15.94 FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING RIGHT-OF-WAY CONVEYED TO THE CITY AND COUNTY OF DENVER BY DEED NUMBER 5615 AND THE POINT OF BEGINNING:

THENCE S00°00'00"E, A DISTANCE OF 269.92 FEET;

THENCE S10°51'34"W, A DISTANCE OF 26.80 FEET;

THENCE S00°00'00"E, A DISTANCE OF 130.20 FEET;

THENCE S16°39'05"E, A DISTANCE OF 84.89 FEET;

THENCE S00°00'00"E, A DISTANCE OF 93.30 FEET TO A POINT ON THE NORTH LINE OF A RIGHT-OF-WAY CONVEYED TO THE CITY AND COUNTY OF DENVER BY INSTRUMENT RECORDED IN BOOK 2550 AT PAGE 221 FROM WHICH THE WEST LINE OF AFORESAID PARCEL RECORDED IN BOOK 6373 AT PAGE 128 BEARS N89°53'32"W, 38.07 FEET, AND THE POINT OF TERMINATION;

THE SIDELINES OF SAID STRIP AT THE POINT OF BEGINNING AND POINT OF TERMINATION ARE TO BE LENGTHENED OR SHORTENED SO AS NOT TO CREATE ANY GAPS OR OVERLAPS.

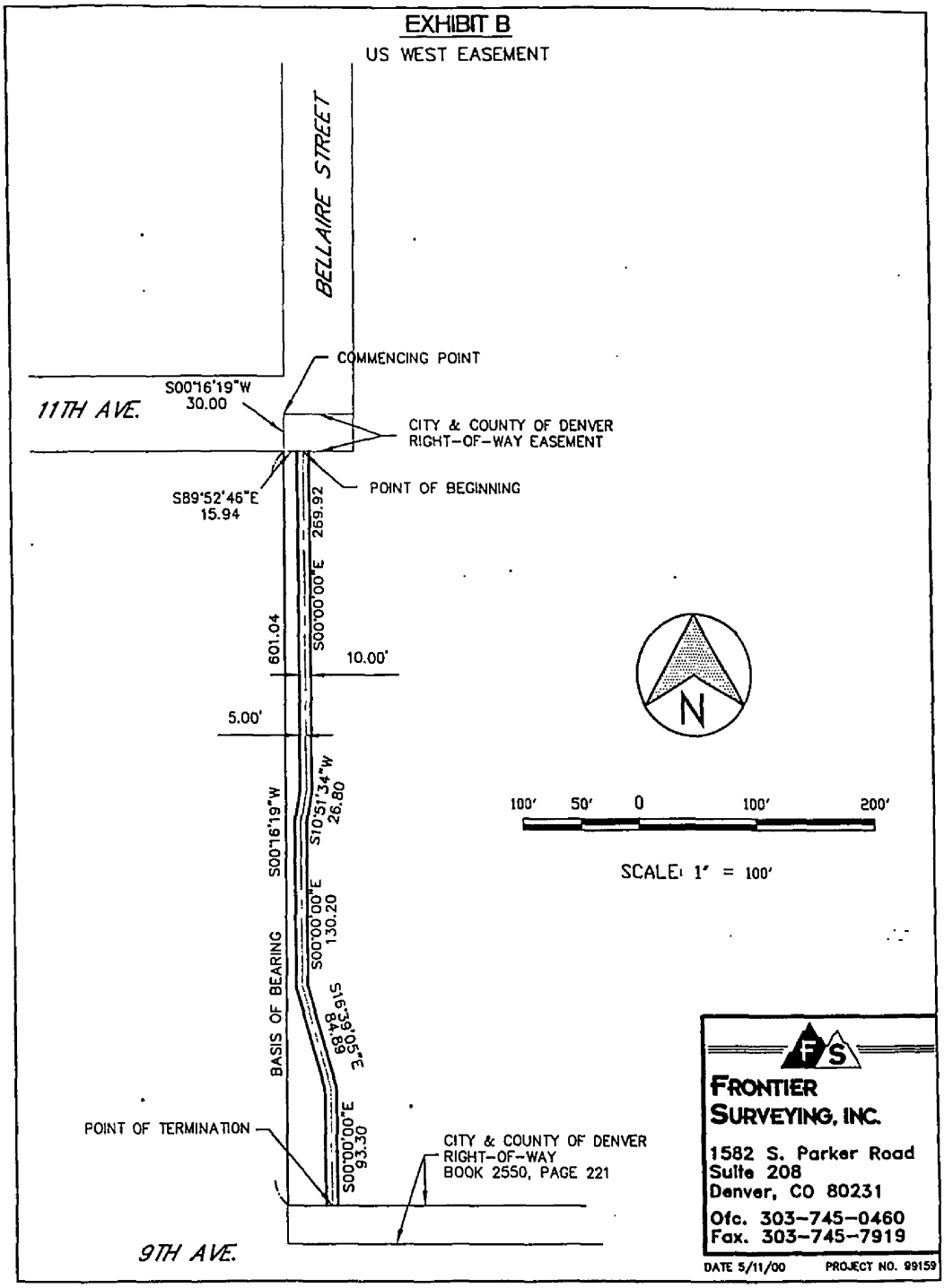
THE ABOVE DESCRIBED EASEMENT CONTAINS 0.139 ACRES OR 6051 SQUARE FEET OF LAND MORE OR LESS.

EASEMENT EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

BASIS OF BEARINGS: THE WEST LINE OF SAID PARCEL RECORDED IN BOOK 6373 AT PAGE 128 AND MONUMENTED BY CONCRETE MONUMENTS WITH BRASS CAPS STAMPED "UCHSC PLS 13212" AS DESCRIBED ON LAND SURVEY PLAT PREPARED BY JEHN & ASSOCIATES, INC., DATED 9/16/98 AND RECORDED AT RECEPTION NUMBER L003601 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER. BEARING S00°16'19"W.

ELDON L. KNOLL, PLS 25953
FOR AND ON BEHALF OF
FRONTIER SURVEYING, INC.

COLORADO REGISTERED ELDON L. KNOLL 25953 5/11/00 PROFESSIONAL LAND SURVEYOR



SKLD, Inc. FN SKL12744 DV 129918-2000.005

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into as of the 12th day of April 19 83 by and between The Veterans Administration, acting for and in behalf of the United States of America, under and by virtue of the authority in 40 United States Code 319 (76 Stat. 1129) hereinafter called "Grantor", (whether grammatically singular or plural) and the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereinafter called "Board".

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the permanent right to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other control systems related thereto including underground cables, wires and connections and surface appurtenances thereto. By way of example and not by way of limitation, the parties intend to include within the terms pipelines and appurtenances, the following: mains and conduits, valves, vaults, manholes, control systems, ventilators and the like in, through, over and across the following described parcel of land situate, lying and being in the City and County of Denver and State of Colorado, to-wit:

A strip of land thirty (30) feet in width situated in the southeast quarter of the northwest quarter (SE¼ NW¼) of Section 6, Township 4 South, Range 67 West of the Sixth Principal Meridian.

Being the east twenty-two (22) feet of that portion of Birch Street as vacated by Ordinance Number 129 of 1948, lying between the north line of vacated 11th Avenue and the south line of Hale Parkway, along with the west eight (8) feet of lots 16 through 24 inclusive of Block 12 of "Bellevue Park" subdivision being more particularly described and bounded as follows:

Beginning at a point on the north line of vacated 11th Avenue, said point also being on the north boundary of the Board's right-of-way for a 16-inch water main and also being the southwest corner of said Block 12, whence the west quarter corner of said Section 6 bears South 88°40'53" West a distance of 1303.8 feet more or less; thence South 90° West along said north line of vacated 11th Avenue a distance of 22.00 feet to a point; thence North 0° West a distance of 213.94 feet to a point on the south line of Hale Parkway; thence South 89°59'37" East, along said south line of Hale Parkway a distance of 30.37 feet to a point; thence South 0° East a distance of 209.18 feet to a point on the north line of said vacated 11th Avenue; thence South 90° West, along said north line, a distance of 8.0 feet more or less to the point of beginning as shown on D.W.D. drawing Dr. 402 No. 27, a copy of which is attached hereto and made a part hereof.

The above described strip of land contains 6,347 square feet more or less.

2818 613

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described right-of-way. Any structure or building, street light, power pole, yard light, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, of any kind situated on the above described right-of-way as of the date of this Agreement, may be removed by the Board without liability for damages arising therefrom. The Grantor shall not construct fencing across or within the above described property without the written approval of the Board.

2818 603

(P.U.D./P.B.G.)

SKLD, Inc. FN SKL12744 DV 9873-1983.001

3. This grant may be terminated by the Government for breach by the Board of any of the conditions recited herein.

3. The Grantor shall make the initial installation of the water pipeline within the right-of-way herein described at his sole expense. The water pipeline shall be installed in accordance with the Current Department Engineering Standards.

THIS PROVISION NOT APPLICABLE

4. The Board shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the right-of-way, provided, however, that upon obtaining the specific written permission of the Board, the earth cover over any water pipeline or lines may be modified, but normally permission will not be granted for a modification involving a cover of less than four feet nor greater than ten feet measured vertically from the top of any water pipeline or lines, and any modification undertaken by the Grantor would be upon terms which would provide for reimbursement to the Board of the cost of any alterations to any pipeline facility made necessary by the change.

5. The Grantor, at his sole expense, shall construct and maintain a 30-foot wide private surfaced roadway over the right-of-way herein described. Planters, islands, medians or similar land dividers are not permitted within the above described right-of-way.

6. The Grantor retains the right to use the right-of-way heretofore described for ingress and egress, including vehicular traffic, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. Parking within the right-of-way is prohibited.

7. The Board agrees that other utilities such as sanitary sewer, storm sewer, gas and electric lines, not including cable TV lines and lawn sprinkler pipes, may be installed in the above described right-of-way, as long as they do not interfere with the Board's rights herein granted; however, the installation of any and all of said utilities which parallel the Board's facilities will not be permitted within ten feet of said Board facilities. The intent herein is to reserve for the Board's water lines at least twenty (20) feet of the easement width. All plans for installing other utilities, excepting right angular crossings within the right-of-way herein granted, must be approved in writing by the Board prior to commencement of such installation.

8. Except for other utilities as authorized in Paragraph 7, and roadways, all surface and sub-surface uses of said right-of-way must be authorized by written license from the Board.

9. Grantor, at its expense, shall be solely responsible for the maintenance of streets, surfacing, curbing, gutters and sidewalks within said right-of-way, except as specified in this paragraph. When the Board deems it necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate or in any way maintain water mains, or pipes and appurtenances within the above described right-of-way, it will backfill, compact and resurface, including asphalt and/or concrete paving, replace curbs, gutters and sidewalks damaged by Board activity in the immediate area of excavation for such work as nearly as may reasonably be to the grade and condition existing immediately prior to excavation. The Board will exercise all reasonable means to prevent loss or damage to curb, gutter and sidewalks, resulting from the construction, repair, replacement, removal, maintenance, enlargement and operation of its facilities, which are situated within the right-of-way but outside of the immediate area of excavation for the work. In the event said improvements are damaged or destroyed due solely to Board negligence, the Board will repair and/or replace said improvements at its expense.

10. The Board may properly acquire, own, and exercise the rights in the subject property as herein provided in order to insure to the Board a dominant easement for the exercise of the Board's functions, and the exercise of any rights in the subject property other than those retained by the Grantor shall be within the sound discretion of the Board. The Board agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the Board's dominant rights and upon such reasonable terms, limitations, and conditions as the Board shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the Board without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

11. In case the Board shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Board shall cease and terminate, and all rights of the Board so abandoned shall cease and terminate, and the Grantor shall hold said premises, as the same may then be, free from the rights so abandoned and shall own all material and structures of the Board so abandoned, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the Board at the time of the abandonment of Board rights.

12. The Grantor warrants that he has full right and lawful authority to make the grant hereinabove contained, and promises and agrees to defend the Board in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

13. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

14. Unless special provisions are attached hereto, the above and foregoing constitute the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any special provisions attached hereto are in conflict with any other provisions hereof, such special provisions shall control and supersede any other term or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement as of the day and year first above written.

The Veterans Administration, acting for and in behalf of the United States of America, under and by virtue of the authority in 40 United States Code 319 (76 stat. 1129)

ATTEST:

By: _____ (TITLE)

By: W. A. Salmond

W. A. SALMOND (TITLE)
Assistant Deputy Administrator for Construction

(Individual Acknowlegement)

CITY OF WASHINGTON
~~STATE OF COLORADO~~)
DISTRICT OF COLUMBIA) ss.
~~COUNTY OF~~)

The within and foregoing instrument was acknowledged before me by W. A. SALMOND, Assistant Deputy Administrator for Construction, Veterans Administration

on this 2nd day of May, 1983.

My commission expires: March 31, 1985.

Witness my hand and official seal.

Linda D. Ertumen
Notary Public

(Corporate Acknowledgment)

STATE OF COLORADO)
) ss.
_____ COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____

as _____ President and _____ as

_____ Secretary of _____,

a _____ corporation

on this _____ day of _____, 19_____.

My commission expires: _____.

Witness my hand and official seal.

_____
Notary Public

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____
Manager

APPROVED:

_____
Director of Engineering

APPROVED AS TO FORM:

_____
Legal Division

2818 605

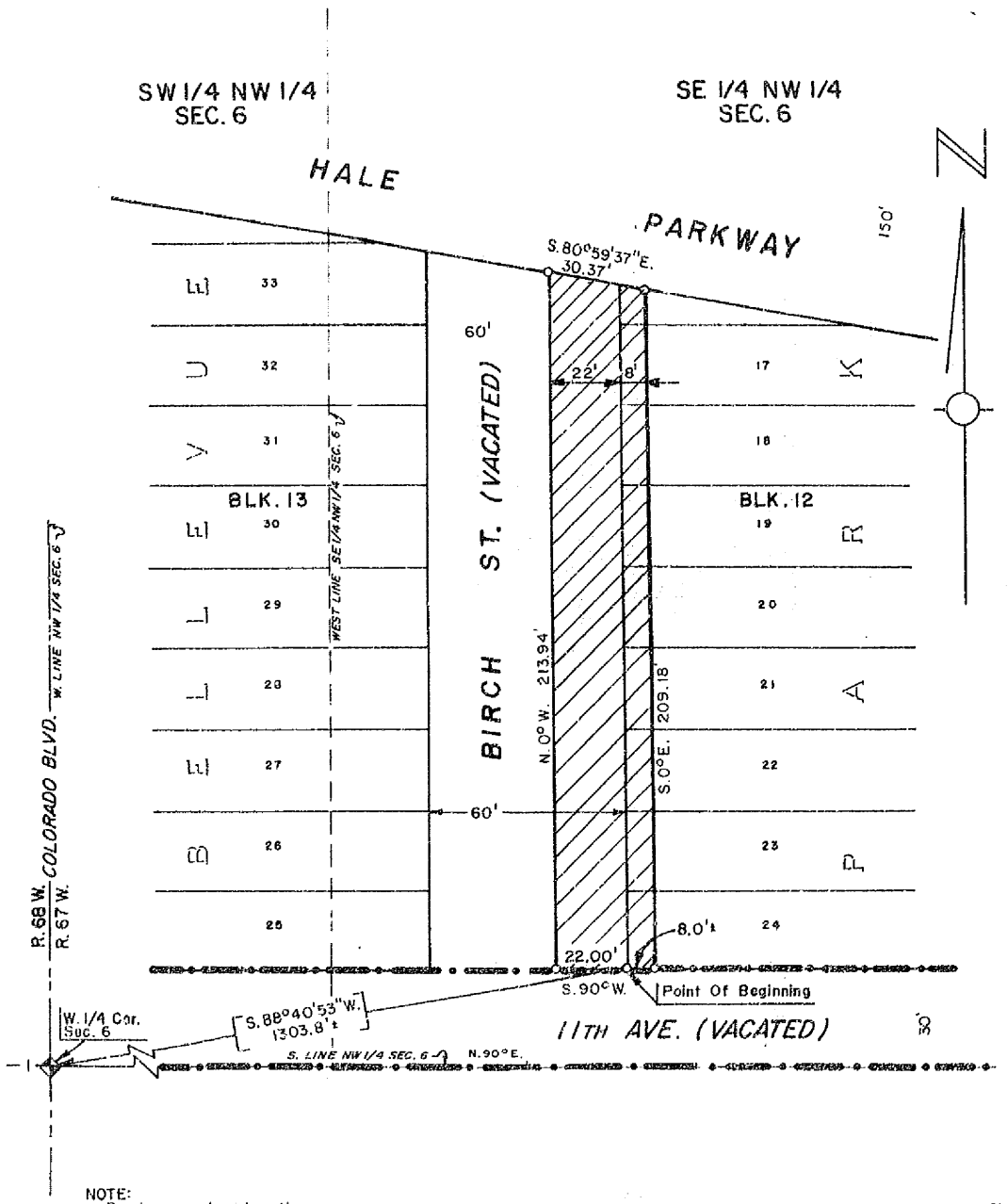
(P.U.D./P.B.G.)

5244/7/80

SKLD, Inc. FN SKL12744 DV 9873-1983.003

NW 1/4 SECTION 6, TOWNSHIP 4 SOUTH, RANGE 67 WEST 6th P.M.

—CITY & COUNTY OF DENVER—



NOTE:
Bearings are based on the south line of the NW 1/4 of Sec. 6 being N. 90° E.

40 0 40 80
SCALE IN FEET

PARCEL CONTAINS 6347 SQ. FT.±

LEGEND

BOUNDARY D.W.D. RIGHT-OF-WAY

RIGHT-OF-WAY ACQUIRED

DOCUMENT DATED
SEC'Y FILE DOC.

DENVER WATER DEPARTMENT		
MAIN, 16" RIGHT-OF-WAY ACQUIRED FROM THE UNITED STATES OF AMERICA (V.A.)		
SCALE: 1" = 40'	DATE: JANUARY 1983	
DRN. ———	TR. H. A.W.	CK. BGS
APP.	DR. 402 No. 27	

2818 606

SKLD, Inc. FN SKL12744 DV 9873-1983.004

2397
CIVIL

FILED
United States District Court
Denver, Colorado
APR 9 1948
Clerk

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA,

Petitioner,

vs.

12 ACRES OF LAND, MORE OR LESS, SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; STATE OF COLORADO; STATE OF COLORADO and the INHERITANCE TAX COMMISSIONER thereof; CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; THE BOARD OF COUNTY COMMISSIONERS OF THE CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; MOFFATT TUNNEL IMPROVEMENT DISTRICT, a quasi-municipal corporation; REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate; DENVER GOLF COURT, INC., a corporation; if in existence, but if defunct, the Board of Directors or Trustees of said corporations, or the Managers of their corporate affairs, by whatever name known, acting last before the time of dissolution, and the survivors of them; LEON BROOKS; SIDNEY BROOKS; DAVID SMITH; I. TOLTZ; and their successors, assigns, conservators, and spouses, if any there be; the above persons, if living or if deceased, their heirs at law, devisees, legatees, executors, and administrators, if any; all unknown parties who claim any interest in and to the subject matter of this action,

Respondents.

NO. 2397

DECREE ON DECLARATION

OF TAKING

This cause coming on to be heard on this, the 9th day of April, A. D. 1948, the petitioner, the United States of America, appearing by Max N. Bulkeley, United States Attorney for the District of Colorado, upon the Petition in Condemnation and Declaration of Taking filed herein, and it appearing to the Court and the Court so finding:

I.

That the petitioner, the United States of America, has filed its Petition in Condemnation praying that certain lands therein described, situate in the City and County of Denver, State of Colorado, be condemned

for the use of the United States of America, in connection with the establishment of a Veterans Administration Hospital in the City and County of Denver, Colorado, for the Veterans Administration, and for such other uses as may be authorized by Congress or by Executive Order.

II.

That the petitioner has filed in this cause on, to-wit, the 9th day of April, A. D. 1948, a Declaration of Taking covering the property described in Petitioner's Petition in Condemnation, which said property is more particularly described in said Declaration of Taking, and that the said Declaration of Taking is signed by Carl R. Gray, Jr., Administrator of Veterans Affairs, Veterans Administration of the United States of America, who is the authority empowered by law to acquire the lands described in said Petition in Condemnation and said Declaration of Taking, declaring that the lands more particularly described in said Declaration of Taking are taken for the use of the United States of America.

III.

That said Declaration of Taking contains:

1. A statement by Carl R. Gray, Jr., Administrator of Veterans Affairs, Veterans Administration of the United States of America, that the authority under which the said lands are taken is under and in accordance with the Act of Congress approved February 26, 1931 (46 Stat. 1431; 40 U.S.C. Sec. 258a) and the Acts Supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress Public Law 346, 78th Congress, as amended by Public Law 268, 79th Congress, and Public Law 434, 79th Congress, which Acts authorize the acquisition of land for a Veterans Administration Hospital, and the Act of Congress approved July 30, 1947, being Public Law 269, 80th Congress, which Act appropriated funds which are available for such purposes.

2. A description of the lands taken sufficient for the identification thereof.

3. A statement that the estate and interest in said lands taken for said public use is the full fee simple title thereto, subject, however, to existing easements for public highways, and subject also to the existing easement for 9th Avenue.

4. A plat showing the lands taken.

5. A statement by the said Carl R. Gray, Jr., Administrator of Veterans Affairs, acting in said capacity, that he has ascertained the amounts of just compensation for the taking of said lands, which amounts are set forth in said Declaration of Taking, and that the said amounts aggregate the sum of One Hundred Forty-seven Thousand Two Hundred Fifty-one Dollars ($147,251.00).

That on the 9th day of April, the sum of One Hundred Forty-seven Thousand Two Hundred Fifty-one Dollars ($147,251.00) was deposited with the Clerk of this Court for the use of the persons entitled thereto.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That by the filing of the Petition in Condemnation and Declaration of Taking and deposit in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking, title to the lands situate in the City and County of Denver, State of Colorado, more particularly described in Schedule "A", a copy of which is attached hereto and made a part hereof by reference, in fee simple absolute, became and thereby was condemned and taken for the use of the United States of America, and that the title thereto in said lands in fee simple absolute, subject however, to existing easements for pipe lines and for public utilities, and subject also to the existing easement for 9th Avenue, became and thereby was vested in the United States of America.

II.

That the right to just compensation for the taking of said lands became and thereby was vested in the persons entitled thereto and that the Court expressly reserves jurisdiction of this cause to issue process and enter all necessary orders to bring all of the owners of and persons interested in said lands before the Court, and to appoint Commissioners to appraise and fix

the value of said lands and the amount of compensation which the owners and persons interested therein are entitled to for its said appropriation.

Done in open Court on the day and year first above written.

J. FOSTER SYMES
DISTRICT JUDGE

A True Copy, TESTE:
G. WALTER BOWMAN, Clerk
By William Graf
Deputy Clerk

CCC:P

SCHEDULE "A"

The lands taken are located in the City and County of Denver, State of Colorado, and Boundary or perimeter description thereof is as follows:

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, North along the Westerly line of Clermont Street, a distance of 380.5 feet, more or less, to a concrete monument; thence, North 08° 23' East, a distance of 315.5 feet, more or less, to a concrete monument located at the Northwesterly corner of the intersection of 11th Avenue and Clermont Street; thence, North along the Westerly line of Clermont Street, a distance of 168.42 feet, more or less, to a concrete monument located at the Southwesterly corner of the intersection of Clermont Street and Hale Parkway; thence, following the Southerly line of Hale Parkway North 60° 59' West a distance of 368.3 feet to a point of curve; thence, continuing along the Southerly line of Hale Parkway, on an arc or curve to the right having a radius of 2319.92 feet, a long chord course of North 72° 08' West and a chord distance of 250.6 feet, an arc distance of 250.69 feet, more or less, to a concrete monument located at the Southeasterly corner of the intersection of Hale Parkway and Bellaire Street; thence, South, following the Easterly line of Bellaire Street, a distance of 504.36 feet to the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West, thence, South 89° 49' West, along the North line of the said Southwest Quarter (SW¼), a distance of 60.005 feet to a point; thence, South 00° 05' 30" East a distance of 661.425 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6, Township 4 South, Range 67 West; thence, South 89° 58' 30" East, following the South line of the said Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6 a distance of 603.495 feet to the point of beginning, containing approximately 12 acres.

The foregoing tract of land is composed of several parcels having various ownerships. The parcels are designated according to separate titles or ownerships as follows:

PARCEL NO. 1

Lots 16 to 30 inclusive, in Block 12, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 16, 17, 31 and 32 in said Block 12 lying South of the Southerly line of Hale Parkway.

PARCEL NO. 2

Lots 16 to 32 inclusive, in Block 13, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 14, 15, 33 and 34 in said Block 13 lying South of the Southerly line of Hale Parkway.

PARCEL NO. 3

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, North following the Westerly line of Clermont Street a distance of 660 feet more or less to the Southerly line of 11th Avenue, said Southerly line of 11th Avenue being also the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West; thence, Westerly along the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West, a distance of 602 feet more or less to the point of intersection of the North line of the said Southwest Quarter (SW¼) with the Westerly line of Bellaire Street projected Southerly; thence, South 00° 05' 30" East a distance of 661.435 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, South 89° 56' 30" East, along the South line of thesaid Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6, a distance of 602.495 feet to the point of beginning.

PARCEL NO. 4

All of Birch Street between the Southerly line of Hale Parkway and the Northerly line of 11th Avenue; all of 11th Avenue between the Easterly line of Bellaire Street and the Westerly line of Clermont Street; all of Clermont Street lying west of a line described as follows: Beginning at a concrete monument located at the northwesterly corner of the intersection of Clermont Street and 11th Avenue; thence, South 08° 23' West a distance of 315.5 feet to a concrete monument on the Westerly line of Clermont Street.

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United States District Court
Denver, Colorado

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IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA, Petitioner, vs. 12 ACRES OF LAND, MORE OR LESS, SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; STATE OF COLORADO; STATE OF COLORADO and the INHERITANCE TAX COMMISSIONER thereof; CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; THE BOARD OF COUNTY COMMISSIONERS OF THE CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; MOFFAT TUNNEL IMPROVEMENT DISTRICT, a quasi-municipal corporation; REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate; DENVER GOLF COURT, INC., a corporation; if in existence, but if defunct, the Board of Directors or Trustees of said corporations, or the Managers of their corporate affairs, by whatever name known, acting last before the time of dissolution, and the survivors of them; LEON BROOKS; SIDNEY BROOKS; DAVID SMITH; I. TOLTZ; and their successors, assigns, conservators, and spouses, if any there be; the above persons, if living or if deceased, their heirs at law, devisees, legatees, executors, and administrators, if any; all unknown parties who claim any interest in and to the subject matter of this action, Respondents.	NO. 2397 AMENDMENT TO DECREE ON DECLARATION OF TAKING

This cause coming on to be heard on this [illegible] day of August, A.D. 1948, the petitioner, the United States of America, appearing by Max M. Bulkeley, United States Attorney for the District of Colorado, upon the Petition in Condemnation and Amendment to the Declaration of Taking filed herein, and the Court being fully advised in the premises:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

That the Decree on Declaration of Taking entered herein

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on April 9, 1948, be and hereby is amended by substituting for the land description contained in Schedule "A", attached to said decree, the land description contained in Schedule "A" attached hereto and made a part hereof by reference.

Done in open Court on the day and year first above written.

J. FOSTER STYES
DISTRICT JUDGE.

By Deputy Clerk

CCC/dh

Condemnation
Suit No. [illegible]37

548280 16

SCHEDULE "A"

The lands to be taken are located in the City and County of Denver, State of Colorado, and boundary or perimeter description thereof is as follows:

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest quarter of the Northeast quarter of the Southwest quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West, thence, North along the Westerly line of Clermont Street, a distance of 680.5 feet, more or less to a concrete monument; thence, North 080 23' East, a distance of 315.5 feet, more or less, to a concrete monument located at the Northwesterly corner of the intersection of 11th Avenue and Clermont Street, thence, North along the Westerly line of Clermont Street, a distance of 168.42 feet, more or less, to a concrete monument located at the Southwesterly corner of the intersection of Clermont Street and Hale Parkway thence, following the Southerly line of Hale Parkway north [illegible] 58' West a distance of [illegible] feet to a point of curve thence, continuing along the Southerly line of Hale Parkway, on an arc or curve to the right having a radius of 2318.92 feet, along chord course of North 78° 08' West and a chord distance of 230.6 feet, an arc distance of 230.69 feet, more or less, to a concrete monument located at the Southeasterly corner of the intersection of Hale Parkway and Bellaire Street thence, South, following the Easterly line of Bellaire Street, a distance of 304.76 feet to the North line of the Southwest quarter (SW¼) of Section 6, Township 4 South, Range 67 West, thence, South 880 49' West, along the North line of the said Southwest Quarter (SW¼), a distance of 69.005 feet to a point, thence, South 000 05' 30" East a distance of 661.425 feet to the South line of the North Half of the Northwest Quarter of the Southwest Quarter (N½ NW¼ SW¼) of Section 6, Township 4 South, Range 67 West, thence, South 890 58' 30" East, following the South line of the said North Half of the Northwest Quarter of the Southwest Quarter (N½ NW¼ SW¼) and the South line of the Northwest Quarter of the Northeast quarter of the Southwest quarter (NW¼ NE¼ SW¼) of Section 6, a distance of 602.435 feet to the point of beginning, containing approximately 12 acres.

The foregoing tract of land is composed of several parcels having various ownerships. The Parcels are designated according to separate titles or ownerships as follows:

PARCEL NO. 1

Lots 18 to 30 inclusive, in Block 12, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 16, 17, 31 and 32 in said Block 12 lying South of the Southerly line of Hale Parkway

PARCEL NO. 2

Lots 16 to 32 inclusive, in Block 13, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 14, 15, 33 and 34 in said Block 13 lying South of the Southerly line of Hale Parkway.

Condemnation
~~Suit No. [illegible]~~

17 SCHEDULE "A"

548280

PARCEL NO. 3

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, North following the Westerly line of Clermont Street a distance of 630 feet, more or less, to the Southerly line of 11th Avenue, said Southerly line of 11th Avenue being also the North line of the Southwest quarter (SW¼) of Section 6, Township 4 South, Range 67 West; thence, Westerly along the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West a distance of 602 feet, more or less, to the point of intersection of the North line of the said Southwest Quarter (SW¼) with the Westerly line of Bellaire Street projected Southerly; thence, South 000 05' 00" East a distance of 331.425 feet to the South line of the North Half of the Northwest quarter of the Southwest Quarter (N½ NW¼ SW¼) of Section 6, Township 4 South, Range 67 West; thence, South 89° 58' 30" East, following the South line of the said North Half of the Northwest Quarter of the Southwest Quarter (N½ NW¼ SW¼) and the South line of the Northwest quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6, a distance of 301.425 feet to the point of beginning.

PARCEL NO. 4

All of Birch Street between the Southerly line of Hale Parkway and the Northerly line of 11th Avenue; all of 11th Avenue between the Westerly line of Bellaire Street and the Westerly line of Clermont Street; all of Clermont Street lying West of a line described as follows: Beginning at a concrete monument located at the Northwesterly corner of the intersection of Clermont Street and 11th Avenue, thence, South 000 07' West a distance of 315.5 feet to a concrete monument on the Westerly line of Clermont Street.

EASEMENT

THE ADMINISTRATOR OF VETERANS AFFAIRS, acting for and in behalf of the UNITED STATES OF AMERICA, hereinafter referred to as the Government, under and by virtue of the authority in him vested by the Act of Congress approved May 31, 1947, 61 Stat. 124, he having determined that it is advantageous to the Government, does hereby grant, sell and convey, without covenant or warranty of any kind, unto THE CITY AND COUNTY OF DENVER, COLORADO, its successors or assigns, hereinafter referred to as the Grantee, an easement to construct, operate and maintain a public highway over lands comprising a portion of the Veterans Administration Hospital Reservation, Denver, Colorado, more particularly described as follows:

Beginning at the intersection of the West line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ of NE¼ of SW¼) of Section 6, Township 4 South, Range 67 West of the Sixth Principal Meridian; thence Westerly on said South line 310.09 feet, more or less, to the West line of said NW¼ of NE¼ of SW¼ of said Section; thence Northerly on said West line thirty-one (31) feet; thence Easterly and parallel with the South line of said NW¼ of NE¼ of SW¼ to the West line of Clermont Street aforesaid; thence Southerly on the West line of said Clermont Street 31 feet, more or less, to the point of beginning.

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

1. That the Government reserves unto itself rights for all purposes across, over and/or under the right of way hereby granted, such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said right of way for a public highway; provided that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

2. That this grant may be terminated by the Government for breach of any of the conditions recited herein.

3. That any and all right, title and interest granted herein shall immediately revert to and revest in the United States upon the abandonment or non-use of the land by the Grantee for the purposes herein set forth.

4. This easement shall be subject to and shall be exercised so as not to prejudice an easement executed simultaneously herewith by the United States to the City and County of Denver, acting by, through and for the use of its Board of Water Commissioners, to lay, maintain, operate, repair, enlarge, renew and extend water pipes, meters, water valves, air valves, subsurface vaults and manholes, within the same area described herein, together with the right to enter upon the premises for inspection, installation, repair, removal and operation of, in, through, over and across the said area.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this day of March, 1949.

Approved as to form
City Atty's Office

CITY OF WASHINGTON

DISTRICT OF COLUMBIA

On this 17 day of March 1947, before me a Notary Public in and for the District of Columbia, personally appeared Carl R. Gray, Jr., known to me to be the Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, the same being within the scope of his lawful authority.

Howard W. Worrell (SEAL)
Notary Public
District of Columbia

My Commission Expires:
[illegible]

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DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE CONSTITUTION OF THE STATE OF COLORADO, FOR AND IN CONSIDERATION OF ONE ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, IN HAND PAID, DOES HEREBY GRANT AND CONVEY TO 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, AN EASEMENT AND RIGHT-OF-WAY FOR A SEWER OVER, UPON, ACROSS, IN, THROUGH AND UNDER THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, TO-WIT:

#13 A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 485 FEET EAST OF THE WEST LINE AND 39 FEET SOUTH OF THE NORTH LINE OF NW¼ OF THE SW¼ OF SECTION 6, T.4S., R.67W. OF THE 6TH P.M.;
THENCE SOUTHEASTERLY 137.83 FEET, MORE OR LESS, TO A POINT THAT IS 595.11 FEET EAST OF THE WEST LINE AND 121.90 FEET SOUTH OF THE NORTH LINE OF THE SAID NW¼;
THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF THE SAID NW¼ 162 FEET;
THENCE SOUTHEASTERLY 148.08 FEET, MORE OR LESS, TO A POINT THAT IS 694.36 FEET EAST OF WEST LINE AND 393.80 FEET SOUTH OF THE NORTH LINE OF THE SAID NW¼;
THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF THE SAID NW¼ 187 FEET, MORE OR LESS;
THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF THE SAID NW¼ 173.15 FEET, MORE OR LESS;
THENCE SOUTHWESTERLY 50 FEET, MORE OR LESS, TO A POINT 615.80 FEET SOUTH OF THE NORTH LINE AND 485.50 FEET EAST OF THE WEST LINE OF THE SAID NW¼.

RESERVING, HOWEVER, TO THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO UTILIZE AND ENJOY THE ABOVE DESCRIBED PREMISES PROVIDING THE SAME SHALL NOT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, REPAIRING, INSPECTION, AND OPERATION OF SAID SEWER, AND PROVIDING FURTHER THAT THE GRANTOR SHALL NOT ERECT OR PLACE ANY BUILDING OR TREE ON THE ABOVE DESCRIBED RIGHT-OF-WAY AND THE CITY SHALL NOT BE LIABLE FOR THEIR REMOVAL IF THEY ARE SO PLACED.

SIGNED AND DELIVERED THIS 22nd DAY OF January A.D. 1962.

THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE

ATTEST: Don Saunders
SECRETARY

BY Quigg Newton
PRESIDENT

STATE OF COLORADO
CITY AND
COUNTY OF DENVER } ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF January A. D. 1962, BY Quigg Newton AS PRESIDENT AND BY Don Saunders AS SECRETARY OF THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE.

WITNESS MY HAND AND OFFICIAL SEAL.

Edward W. Pirk
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission expires January 26, 1964

As to Form
City Atty's Office

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DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE CONSTITUTION OF THE STATE OF COLORADO, FOR AND IN CONSIDERATION OF ONE ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, IN HAND PAID, DOES HEREBY GRANT AND CONVEY TO 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, AN EASEMENT AND RIGHT-OF-WAY FOR A SEWER OVER, UPON, ACROSS, IN, THROUGH AND UNDER THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, TO-WIT:

#12

A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 175 FEET EAST OF AND 36.75 FEET SOUTH OF THE NORTHWEST CORNER OF NW¼ OF THE SW¼, SECTION 6, T.4S., R.67W. OF THE 6TH P.M.;
THENCE SOUTHWESTERLY 280.75 FEET, MORE OR LESS, TO A POINT 310.82 FEET SOUTH OF THE NORTH LINE AND 114.08 FEET EAST OF THE WEST LINE OF THE SAID NW¼;
THENCE SOUTHERLY ON A LINE PARALLEL WITH THE SAID WEST LINE 275.70 FEET, MORE OR LESS;
THENCE SOUTHEASTERLY 35.81 FEET, MORE OR LESS, TO A POINT 616 FEET SOUTH OF THE NORTH LINE AND 134.40 FEET EAST OF THE WEST LINE OF THE SAID NW¼.

RESERVING, HOWEVER, TO THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO UTILIZE AND ENJOY THE ABOVE DESCRIBED PREMISES PROVIDING THE SAME SHALL NOT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, REPAIRING, INSPECTION, AND OPERATION OF SAID SEWER, AND PROVIDING FURTHER THAT THE GRANTOR SHALL NOT ERECT OR PLACE ANY BUILDING OR TREE ON THE ABOVE DESCRIBED RIGHT-OF-WAY AND THE CITY SHALL NOT BE LIABLE FOR THEIR REMOVAL IF THEY ARE SO PLACED.

SIGNED AND DELIVERED THIS 22nd DAY OF January A.D. 1962.

THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE

ATTEST:

BY Quigg Newton
PRESIDENT

SECRETARY

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

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF January A. D. 1962, BY Quigg Newton AS PRESIDENT AND BY Don Saunders AS SECRETARY OF THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE.

WITNESS MY HAND AND OFFICIAL SEAL.

Edward W. Pirk
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires January 26, 1964

As to Form
City Atty's Office

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DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE CONSTITUTION OF THE STATE OF COLORADO, FOR AND IN CONSIDERATION OF ONE ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, IN HAND PAID, DOES HEREBY GRANT AND CONVEY TO 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, AN EASEMENT AND RIGHT-OF-WAY FOR A SEWER OVER, UPON, ACROSS, IN, THROUGH AND UNDER THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, TO-WIT:

#80 A STRIP OF LAND 10 FEET WIDE LYING 5 FEET ON EACH SIDE OF A CENTER LINE AND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 67 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF 9TH AVENUE AND 470.04 FEET, MORE OR LESS, EAST OF THE EAST LINE OF COLORADO BOULEVARD; THENCE NORTHERLY ON A LINE PARALLEL WITH THE SAID EAST LINE 45 FEET, MORE OR LESS, TO THE SOUTH LINE OF AN EXISTING EASEMENT.

RESERVING, HOWEVER, TO THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO UTILIZE AND ENJOY THE ABOVE DESCRIBED PREMISES PROVIDING THE SAME SHALL NOT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, REPAIRING, INSPECTION AND OPERATION OF SAID SEWER, AND PROVIDING FURTHER THAT THE GRANTOR SHALL NOT ERECT OR PLACE ANY BUILDING OR TREE ON THE ABOVE DESCRIBED RIGHT-OF-WAY AND THE CITY SHALL NOT BE LIABLE FOR THEIR REMOVAL IF THEY ARE SO PLACED.

SIGNED AND DELIVERED THIS 27 DAY OF April A.D. 1962.

THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE

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ATTEST:

BY Quigg Newton
PRESIDENT

Don Saunders
SECRETARY

As to Form
City Atty's Office

STATE OF COLORADO
CITY AND
COUNTY OF DENVER

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THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF April A. D. 1962, BY QUIGG NEWTON AS PRESIDENT AND BY DON SAUNDERS AS SECRETARY OF THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE.

WITNESS BY HAND AND OFFICIAL SEAL.

Neva A. Schroeder
NOTARY PUBLIC

MY COMMISSION EXPIRES:

October 16 - 1963

APPROVED FOR RECORDING
LAND OFFICE

DEED OF EASEMENT

The Administrator of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority vested in him by 38 United States Code 5014 (72 Stat. 1254), he having deemed that it is advantageous to the Government, does hereby grant and convey, subject to the conditions hereinafter stated, without covenant or warranty of any kind, unto the Mountain States Telephone Company, hereinafter referred to as the Grantee, its successors and assigns, an easement to construct, maintain, repair, operate, and replace an underground conduit system, in, over, upon, and across a portion of the lands of the Veterans Administration Hospital reservation, Denver, Colorado, more particularly described as follows:

> Beginning at the Southeast Corner of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section Six (6), Township Four (4) South, of Range Sixty-seven (67) West of the Sixth (6th) Principal Meridian; thence North 0°05'30" West a distance of 31 feet; thence North 89°58'30" West a distance of 251.8 feet to the True Point of Beginning; thence North 0°05'30" West a distance of 540.42 feet; thence North 89°49' East a distance of 8.5 feet; thence North 0°05'30" West a distance of 60 feet, to a point on the South line of East Eleventh Avenue; thence South 89°49' West and along said South line, a distance of 20 feet to a point which bears North 89°49' East a distance of 30 feet, from the Northwest Corner monument of the Veterans Administration Hospital property; thence South 0°05'30" East a distance of 600.42 feet to a point on the North line of East 9th Avenue, which point bears South 89°58'30" East a distance of 30 feet from the Southwest corner monument of the Veterans Administration Hospital property; thence South 89°58'30" East a distance of 11.5 feet to the true point of beginning. City and County of Denver and State of Colorado.

This Easement is granted subject to the following provisions and conditions:

1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area hereinabove described, such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement, provided that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

2. That the underground conduit system shall be constructed, maintained, repaired, and operated by the Grantee within the easement area without cost or expense to the Government, and the Grantee shall replace, repair, renew, relocate, or restore any property of the Government affected or damaged directly or indirectly by the construction, maintenance, repair, and replacement of said underground conduit system, including replacement of areas of parking and roadways, and provide uninterrupted ingress and egress to Bellaire Street during installation, maintenance, or repair, all to the satisfaction of the Hospital Director, Veterans Administration Hospital, Denver, Colorado.

3. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

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4. That all right, title, interest and estate hereby granted shall cease and determine without affirmative declaration or act by the Government immediately upon abandonment or the failure to use the easement area solely for the purposes hereinabove stated or upon the failure of the Grantee or any successor in interest to perform and fulfill the provisions and conditions of this grant, and upon the occurrence of any such event, all of said right, title, and estate shall be deemed to have revested in the Government.

5. No mining operations shall be conducted on the premises described above. No mineral shall be removed therefrom except such as is reasonably necessary incident to utilization of the described premises for the purposes for which this easement is granted.

6. That upon termination or forfeiture of this grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinabove described all structures, installations and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this 29 day of January, 1963.

J. S. Gleason Jr.

J. S. GLEASON, JR.
Administrator of Veterans Affairs

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

On this 29 day of January, 1963, before me a Notary Public in and for said District of Columbia, personally appeared J. S. Gleason, Jr, to me well known, and known by me to be Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

SAMUEL LOSE NOTARY PUBLIC

Samuel Lose
Notary Public
District of Columbia

My Commission Expires:

4-30-1963

FEB 19 63 54597 LST — MIS 250

STATE OF COLORADO
CITY AND COUNTY
OF DENVER
FILED IN MY OFFICE ON
FEB 19 9 08 AM '63
RECORDED IN 8324 325
MARY E. GREGORY
CLERK AND RECORDER

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BY AUTHORITY

ORDINANCE NO. 129 COUNCILMAN'S BILL NO. 158

SERIES OF 1948 INTRODUCED BY COUNCILMAN

Stafford

A BILL

FOR AN ORDINANCE VACATING A PORTION OF CLERMONT STREET ADJACENT TO 11TH AVENUE HEREINAFTER DESCRIBED, VACATING 11TH AVENUE BETWEEN THE EAST LINE OF BELLAIRE STREET EXTENDED SOUTH FROM BLOCK 13, BELLEVUE PARK AND THE WEST LINE OF CLERMONT STREET EXTENDED NORTH FROM 9TH AVENUE AND A FURTHER PORTION OF 11TH AVENUE HEREINAFTER DESCRIBED AND VACATING BIRCH STREET BETWEEN THE NORTH LINE OF EAST 9TH AVENUE AND THE SOUTH LINE OF HALE PARKWAY.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

WHEREAS, by Resolution No. 13, Series of 1947, the Council of the City and County of Denver expressed its intention to vacate portions of certain streets in the City and County of Denver when the United States should have acquired title to certain lands for the construction of a Veterans Hospital; and

WHEREAS, it appears that the interest of the City and County of Denver in and to portions of Birch Street between the north line of 9th Avenue and the south line of Hale Parkway may be derived from prescriptive use thereof by the public; and

WHEREAS, the Veterans Administration has now acquired title to the said lands to be used as a site for the said Veterans Hospital; and

WHEREAS, T. P. Campbell, Manager of Improvements and Parks did heretofore make the following order and direction, to-wit:

"It is hereby found and determined that the public use, convenience and necessity no longer require the following described portions of Clermont Street, East 11th Avenue and Birch Street, to-wit:

Commencing at a point on the west line of Clermont Street, as now established, which is 380.5 feet north

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of the south line of the NW¼ of NE¼ of SW¼ of said Section 6; thence northeasterly, a distance of 315.5 feet more or less to the southeast corner of Block 12, Bellevue Park; thence west along the south line of said Block 12, Bellevue Park, a distance of 46.0 feet more or less to a point on the west line of Clermont Street, extended north from the point of beginning; thence south along said extended west line of Clermont Street a distance of 312.13 feet more or less to the point of beginning;

That part of 11th Avenue situated between the east line of Bellaire Street extended south from Block 13, Bellevue Park, and the west line of Clermont Street extended north from 9th Avenue and between the south line of Blocks 12 and 13, Bellevue Park, and the north line of SW¼, Section 6, Township 4 South, Range 67 West of the 6th Principal Meridian, in the City and County of Denver, State of Colorado;

Birch Street between the north line of 9th Avenue and the south line of Hale Parkway;

all in the City and County of Denver, and State of Colorado, and the same are hereby vacated.

The Council of the City and County of Denver is hereby requested to give effect to this order by the passage of a suitable ordinance.

Done at Denver, Colorado this 29th day of July, A. D. 1948.

(Signed) T. P. Campbell
Manager of Improvements
and Parks."

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. That the action of the Manager of Improvements and Parks as set forth in the foregoing order, be, and the same is hereby ratified, approved and confirmed.

Section 2. That the public streets described in the aforesaid order in the City and County of Denver, be and the same are hereby, vacated.

Section 3. In the opinion of the Council this ordinance is necessary for the immediate protection and preservation of the public health, safety, convenience and general welfare, and it is enacted for that purpose and shall be in full force and effect from and after its passage and final publication.

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Passed by the Council and signed by its President this 23rd day of August, A. D. 1948.

President

Signed and approved by me this 26 day of August, A. D. 1948.

Mayor

Attested by me with the Corporate Seal of the City and County of Denver.

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By
Deputy Clerk

FORM APPROVED:

J. GLENN DONALDSON
Attorney, City and County of Denver

By
Assistant City Attorney

PUBLISHED IN: The Daily Journal
FIRST PUBLICATION: August 21, 1948.
LAST PUBLICATION. August 28, 1948.

555069

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

I hereby certify that this for report was filed for record in my office at 11:00 o'clock A.M., SEP 13 1948 19..... and duly recorded in Book 6-1 Page 310.

Mae Hynes
CLERK AND RECORDER

By Nancy A. Perry Deputy

FEE Noted

Ordinance No. 129 Series 1948

Councilman's Bill No. 158

Introduced by Councilman

Stafford

A BILL

For

An Ordinance Vacating a Portion of Clermont Street Adjacent to 11th Avenue Hereinafter Described, Treating 11th Avenue Between the East Line of Bellaire Street Extended South from Block 13, Bellaire Park and the West Line of Clermont Street Extended North, from 9th Avenue and a Further Portion of 11th Avenue Hereinafter Described and Vacating Bird Street Between the North Line of East 9th Avenue and the South Line of Hale Parkway.

Meeting Date of August 16, 1948
Read in full in the Board of Councilmen and referred to the Committee on
Public Improvements

Meeting Date of August 16, 1948
Reported back by the Committee on
Public Improvements
Recommended that the bill be ordered published and report adopted

Published in The Daily Journal this 21st day of August, A. D. 1948

Meeting Date of August 23, 1948
Read by title, placed upon its passage and passed.

Presented to the Mayor and signed by him this 26th day of August, 1948

Ent'd as Ordinance No. 129, Series 1948

Published in The Daily Journal this 28 day of August, A. D. 1948

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A31-488

BY AUTHORITY

ORDINANCE NO. 8

COUNCILMAN'S BILL NO. 1

SERIES OF 1941

INTRODUCED BY COUNCILMAN STAFFORD

A BILL

FOR AN ORDINANCE VACATING THE PUBLIC ALLEYS IN BLOCKS 9, 10, 11, 12 AND 13, IN BELLEVUE PARK, A SUBDIVISION, IN THE CITY AND COUNTY OF DENVER.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

WHEREAS, GEORGE E. CRAMER, Manager of Improvements and Parks did heretofore make the following order, to-wit:

"It is hereby found and determined that the public use, convenience and necessity do not now require the public alleys in Blocks 9, 10, 11, 12 and 13, in Bellevue Park, a Subdivision, in the City and County of Denver, State of Colorado, and the same are hereby vacated.

And the Council of the City and County of Denver is hereby requested to give effect to this order by the passage of a suitable ordinance.

Done at Denver, in the State of Colorado this 6th day of February A. D. 1941.

(Signed) George E. Cramer
Manager."

NOW, THEREFORE,

Section 1: That the action of the Manager of Improvements and Parks as above set forth, be and the same is, hereby ratified, approved and confirmed.

Section 2: That the public alleys in Blocks 9, 10, 11, 12 and 15, in Ballevue Park, a Subdivision, in the City and County of Denver, State of Colorado, be, and the same are hereby vacated, reserving to the City and County of Denver at all times the right to construct, maintain and remove sewers, water pipe and appurtenances and to authorize the construction, maintenance and removal of the same therein and therefrom, and subject to the continued right of the owners to maintain and operate existing electric light and power lines, telephone lines, gas mains, and pipes.

Section 3: In the opinion of the Council this Ordinance is necessary for the immediate preservation of the public health and public safety and shall be in full force and effect immediately after its passage and final publication.

Passed by the Council and signed by its President this 17th day of February A. D. 1941.

Harold M. Webster
PRESIDENT

Signed and approved by me this 18th day of February A. D. 1941.

Benj. F. Stapleton
MAYOR

Attested by me with the corporate seal of the City and County of Denver.

George E. Rock
CLERK AND RECORDER, EX-OFFICIO CLERK OF THE CITY AND COUNTY OF DENVER.

BY Lucile Fancher
DEPUTY CLERK

Published in Rocky Mt News
First publication February 15 1941
Last publication February 21 1941

STATE APPROVED
By ... Attorney, An...
City ... of Denver
By Frank Hayes

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Passed by the Council and signed by its President this 23rd day of August, A. D. 1948.

President

Signed and approved by me this 26 day of August, A. D. 1948.

Quigg Newton
Mayor

Attested by me with the Corporate Seal of the City and County of Denver.

Mae Hynes
Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By Seward Fincher
Deputy Clerk

FORM APPROVED:

J. GLENN DONALDSON
Attorney, City and County of Denver

By Robert L. Lee
Assistant City Attorney

PUBLISHED IN: The Daily Journal
FIRST PUBLICATION: August 21, 1948.
LAST PUBLICATION: August 28, 1948

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FILED

APR 9 1948

Clerk

Civil 3/371

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLORADO

THE UNITED STATES OF AMERICA, Petitioner, vs. 12 ACRES OF LAND, MORE OR LESS, SITUATE IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO; STATE OF COLORADO; STATE OF COLORADO and the INHERITANCE TAX COMMISSIONER thereof; CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; THE BOARD OF COUNTY COMMISSIONERS OF THE CITY AND COUNTY OF DENVER, COLORADO, a municipal corporation; MOFFATT TUNNEL IMPROVEMENT DISTRICT, a quasi-municipal corporation; REGENTS OF THE UNIVERSITY OF COLORADO, a body corporate; DENVER GOLF COURT, INC., a corporation; if in existence, but if defunct, the Board of Directors or Trustees of said corporations, or the Managers of their corporate affairs, by whatever name known, acting last before the time of dissolution, and the survivors of them; LEON BROOKS; SIDNEY BROOKS; DAVID SMITH; I. TOLTZ; and their successors, assigns, conservators, and spouses, if any there be; the above persons, if living or if deceased, their heirs at law, devisees, legatees, executors, and administrators, if any; all unknown parties who claim any interest in and to the subject matter of this action, Respondents.	NO. 2397 DECREE ON DECLARATION OF TAKING

STATE OF COLORADO
CITY & COUNTY OF DENVER
FILED IN OFFICE OF
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RECORDER IN
F. J. SERAFINI
CLERK AND RECORDER

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This cause coming on to be heard on this, the 9th day of April, A. D. 1948, the petitioner, the United States of America, appearing by Max M. Bulkeley, United States Attorney for the District of Colorado, upon the Petition in Condemnation and Declaration of Taking filed herein, and it appearing to the Court and the Court so finding:

I.

That the petitioner, the United States of America, has filed its Petition in Condemnation praying that certain lands therein described, situate in the City and County of Denver, State of Colorado, be condemned

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for the use of the United States of America, in connection with the establishment of a Veterans Administration Hospital in the City and County of Denver, Colorado, for the Veterans Administration, and for such other uses as may be authorized by Congress or by Executive Order.

II.

That the petitioner has filed in this cause on, to-wit, the 9th day of April, A. D. 1948, a Declaration of Taking covering the property described in Petitioner's Petition in Condemnation, which said property is more particularly described in said Declaration of Taking, and that the said Declaration of Taking is signed by Carl R. Gray, Jr., Administrator of Veterans Affairs, Veterans Administration of the United States of America, who is the authority empowered by law to acquire the lands described in said Petition in Condemnation and said Declaration of Taking, declaring that the lands more particularly described in said Declaration of Taking are taken for the use of the United States of America.

III.

That said Declaration of Taking contains:

1. A statement by Carl R. Gray, Jr., Administrator of Veterans Affairs, Veterans Administration of the United States of America, that the authority under which the said lands are taken is under and in accordance with the Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U.S.C. Sec. 258a) and the Acts Supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress Public Law 346, 78th Congress, as amended by Public Law 268, 79th Congress, and Public Law 424, 79th Congress, which Acts authorize the acquisition of land for a Veterans Administration Hospital, and the Act of Congress approved July 30, 1947, being Public Law 269, 80th Congress, which Act appropriated funds which are available for such purposes.

2. A description of the lands taken sufficient for the identification thereof.

3. A statement that the estate and interest in said lands taken for said public use is the full fee simple title thereto, subject, however, to existing easements for pipe lines and for public utilities, and subject also to the existing easement for 9th Avenue.

4. A plat showing the lands taken.

5. A statement by the said Carl R. Gray, Jr., Administrator of Veterans Affairs, acting in said capacity, that he has ascertained the amounts of just compensation for the taking of said lands, which amounts are set forth in said Declaration of Taking, and that the said amounts aggregate the sum of One Hundred Forty-seven Thousand Two Hundred Fifty-one Dollars ($147,251.00).

That on the 9th day of April, the sum of One Hundred Forty-seven Thousand Two Hundred Fifty-one Dollars ($147,251.00) was deposited with the Clerk of this Court for the use of the persons entitled thereto.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That by the filing of the Petition in Condemnation and Declaration of Taking and deposit in this Court to the use of the persons entitled thereto of the said amount of estimated compensation stated in said Declaration of Taking, title to the lands situate in the City and County of Denver, State of Colorado, more particularly described in Schedule "A", a copy of which is attached hereto and made a part hereof by reference, in fee simple absolute, became and thereby was condemned and taken for the use of the United States of America, and that the title thereto in said lands in fee simple absolute, subject however, to existing easements for pipe lines and for public utilities, and subject also to the existing easement for 9th Avenue, became and thereby was vested in the United States of America.

II.

That the right to just compensation for the taking of said lands became and thereby was vested in the persons entitled thereto and that the Court expressly reserves jurisdiction of this cause to issue process and enter all necessary orders to bring all of the owners of and persons interested in said lands before the Court, and to appoint Commissioners to appraise and fix

the value of said lands and the amount of compensation which the owners and persons interested therein are entitled to for its said appropriation.

Done in open Court on the day and year first above written.

DISTRICT JUDGE

CCC:P

SCHEDULE "A"

The lands taken are located in the City and County of Denver, State of Colorado, and Boundary or perimeter description thereof is as follows:

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, North along the Westerly line of Clermont Street, a distance of 380.5 feet, more or less, to a concrete monument; thence, North 03° 25' East, a distance of 515.5 feet, more or less, to a concrete monument located at the Northwesterly corner of the intersection of 11th Avenue and Clermont Street; thence, North along the Westerly line of Clermont Street, a distance of 168.42 feet, more or less, to a concrete monument located at the Southwesterly corner of the intersection of Clermont Street and Hale Parkway; thence, following the Southerly line of Hale Parkway North 80° 59' West a distance of 368.3 feet to a point of curve; thence, continuing along the Southerly line of Hale Parkway, on an arc or curve to the right having a radius of 2318.92 feet, a long chord course of North 78° 08' West and a chord distance of 230.6 feet, an arc distance of 230.69 feet, more or less, to a concrete monument located at the Southeasterly corner of the intersection of Hale Parkway and Bellaire Street; thence, South, following the Easterly line of Bellaire Street, a distance of 304.36 feet to the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West, thence, South 89° 49' West, along the North line of the said Southwest Quarter (SW¼), a distance of 60.005 feet to a point; thence, South 00° 05' 30" East a distance of 661.425 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6, Township 4 South, Range 67 West; thence, South 89° 58' 30" East, following the South line of the said Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6 a distance of 602.495 feet to the point of beginning, containing approximately 12 acres.

The foregoing tract of land is composed of several parcels having various ownerships. The parcels are designated according to separate titles or ownerships as follows:

PARCEL NO. 1

Lots 18 to 30 inclusive, in Block 12, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 16, 17, 31 and 32 in said Block 12 lying South of the Southerly line of Hale Parkway.

PARCEL NO. 2

Lots 16 to 32 inclusive, in Block 13, Bellevue Park Addition to the City of Denver, and the fractional parts of Lots 14, 15, 33 and 34 in said Block 13 lying South of the Southerly line of Hale Parkway.

PARCEL NO. 3

Beginning at the point of intersection of the Westerly line of Clermont Street and the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, North following the Westerly line of Clermont Street a distance of 660 feet more or less to the Southerly line of 11th Avenue, said Southerly line of 11th Avenue being also the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West; thence, Westerly along the North line of the Southwest Quarter (SW¼) of Section 6, Township 4 South, Range 67 West, a distance of 502 feet more or less to the point of intersection of the North line of the said Southwest Quarter (SW¼) with the Westerly line of Bellaire Street projected Southerly; thence, South 00° 05' 30" East a distance of 661.425 feet to the South line of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼), Section 6, Township 4 South, Range 67 West; thence, South 89° 58' 30" East, along the South line of thesaid Northwest Quarter of the Northeast Quarter of the Southwest Quarter (NW¼ NE¼ SW¼) of Section 6, a distance of 602.495 feet to the point of beginning.

PARCEL NO. 4

All of Birch Street between the Southerly line of Hale Parkway and the Northerly line of 11th Avenue; all of 11th Avenue between the Easterly line of Bellaire Street and the Westerly line of Clermont Street; all of Clermont Street lying west of a line described as follows: Beginning at a concrete monument located at the northwesterly corner of the intersection of Clermont Street and 11th Avenue; thence, South 03° 23' West a distance of 315.5 feet to a concrete monument on the Westerly line of Clermont Street.

I, the undersigned, Clerk of the United States District Court for the District of Colorado, do certify that the foregoing is a true copy of an original document remaining on file and of record in my office.

WITNESS my hand and SEAL of said Court, this 20 day of May 1962

G. WALTER BOWMAN, Clerk

By [signature] Deputy