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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOTICE: GRANTS FROM THE STATE OF COLORADO NATURAL RESOURCE DAMAGE FUND AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAVE BEEN UTILIZED TO ASSIST IN THE ACQUISITION OF THIS PROPERTY. THIS DECLARATION CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE VALUES. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE NATURAL RESOURCE DAMAGE TRUSTEES OF THE STATE OF COLORADO HAVE FOUND THAT THE ADOPTION OF THESE RESTRICTIONS IS IN THE PUBLIC INTEREST.

R E C I T A L S

A. Douglas Michael Heller and Jonathan Heller as Co-Personal Representatives of the Estate of Seymour Heller, Deceased; Jordan I. Heller; and Bess E. Heller as Personal Representative of the Estate of Abe M. Heller, Deceased, ("Declarant" or sometimes "Heller") is the fee simple title holder of that specific parcel of real property located in Adams County, Colorado, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Declarant intends to subject the Property to this Declaration of Covenants, Conditions and Restrictions (the "Declaration") to preserve and protect in perpetuity the natural, scenic, open space, wildlife habitat, and passive recreational values (collectively the "Conservation Values") of the Property.

C. In particular, the Property is designed to be a part of an urban open space area along the South Platte River. It includes a stormwater detention pond which is to be constructed, and potential wetland areas, which will be created and maintained for wildlife habitat and wildlife viewing opportunities.

D. Declarant will hereinafter convey the Property subject to this Declaration, and hereby states its present intention to sell the Property to the City and County of Denver (the "City") immediately following the recordation of this Declaration. Certain provisions of this Declaration shall specifically be obligations of the City and its successors and not Declarant.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and (if all or any part is sold in the future) conveyed subject to the following covenants, conditions, restrictions, uses, and obligations, all of which are declared and agreed to be burdens running with the land for the protection of the Conservation Values of the Property.

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1. **Purpose.** The purpose of this Declaration is to preserve and protect in perpetuity the Conservation Values of the Property. It is acknowledged and agreed that active recreational uses of the Property, including but not limited to playgrounds, ball fields, golf courses, and motorized vehicular uses, are inconsistent with the Conservation Values, and that Declarant will confine the use of the Property to such activities, including, without limitation, those involving wildlife viewing, and passive and low impact public recreation uses described in Paragraph 6(b) and such uses as are permitted by this Declaration, as are consistent with the purposes of this Declaration. By its execution of this Declaration, Declarant does not intend to create or convey an interest in real property in favor of any third party or entity, including but not limited to the Board (as hereafter defined), but intends to expressly limit the use and development of the Property as more particularly set forth herein.

2. **Prohibited Acts.** Declarant shall not perform, nor allow others over whom they have reasonable means of control to perform, any act on or affecting the Property that is inconsistent with the covenants herein. In consideration of the State Board of the Great Outdoors Colorado Trust Fund (the "Board") providing a grant to assist the City in its acquisition of the Property and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, Declarant hereby authorizes the Board and Colorado Open Lands (the "Land Trust"), a Colorado nonprofit corporation to enforce this Declaration in the manner described below. Declarant, Land Trust and the Board understand and agree that nothing in this Declaration relieves or replaces any obligation or restriction on the use of the Property imposed by applicable law, and compliance with these obligations and restrictions shall not be the responsibility of the Land Trust or the Board.

3. **Approved Management Plan.** The Property shall be operated and managed in accordance with a land management plan, prepared by Declarant and reasonably approved by Land Trust. Pursuant to Paragraph 4 below, Declarant shall submit to the Board, Land Trust, and the Natural Resource Damage Trustees of the State of Colorado (the "Trustees") the proposed land management plan (and any update thereto) for their review. The proposed land management plan shall be consistent with the "Proposal - Natural Resource Damage Funds, Adams County/City and County of Denver, July, 1998"; or filed in the office of the City Clerk of the City and County of Denver as Attachment 2 to the December 17, 1998 contract between the State of Colorado for the use and benefit of the Colorado Department of Public Health and the City and County of Denver through its Department of Finance. The Board and Trustees will consult with Land Trust, but any comments and/or approval shall be conveyed by Land Trust to Declarant. Land Trust shall approve the proposed land management plan unless, after consultation with the Board, Land Trust determines that an item contained therein could have a material adverse impact on the Conservation Values of the Property. If Land Trust, after consultation with the Board, determines that an item contained in the proposed land management plan could have a material adverse impact on the Conservation Values of the Property, Land Trust shall notify Declarant of its determination and thereafter Declarant shall revise the proposed land management plan. If the Land Trust, after consultation with the Board, approves the proposed land management plan, then such plan shall be designated the

"Approved Management Plan" and thereafter it shall be updated every five years and submitted to Land Trust for approval in the manner as set forth above. Any amendment to the Approved Management Plan shall substantially follow the procedure set forth above. The Approved Management Plan will not address the clean-up or remediation of any hazardous substances or other contamination that exists on the Property. Notwithstanding any provision in this Declaration to the contrary; (i) in the event of a conflict between this Declaration and the Approved Management Plan, the Declaration shall control, and (ii) the Approved Management Plan and any amendments thereto may not authorize any use of the Property that would be prohibited by this Declaration.

4. **Approval Process.** Declarant is not required to obtain Land Trust's permission before taking actions permitted under this Declaration except where this Declaration specifies that Declarant must obtain the Land Trust's permission. In those circumstances where this Declaration specifies that Land Trust's permission is required, Declarant shall notify Land Trust (with a copy to the Board) in writing to seek such permission. Land Trust, in consultation with the Board, shall have 45 days to review and comment on any submittal by Declarant (or to request additional information prior to issuing a more formal response). If Land Trust fails to respond to the submittal within the 45 day period (or fails to request additional information and time to review the additional requested information), then Declarant shall notify Land Trust and the Board that it has not received any response on the submittal (or that it has received the request for additional information and time) and Land Trust shall thereafter have an additional 30 days to respond to the submittal. If Land Trust fails to respond within the additional 30 day period, the submittal shall be deemed approved.

5. **Restrictions.** Any activity on or use of the Property inconsistent with the purpose of this Declaration or Approved Management Plan is prohibited. Without limiting the generality of the foregoing, the following uses and activities are expressly prohibited:

a. **Construction of Buildings and Other Structures.** The construction or reconstruction of any building or other structure or improvement is prohibited, except those authorized in paragraph 6 below.

b. **Fences.** Declarant may repair or replace existing fences (as reflected in the Baseline Inventory) provided there is no material change to the use, location, appearance or size of such fence, and new fences may be built for purposes of separation of ownership and uses consistent with the Approved Management Plan.

c. **Subdivision.** Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

d. **Mining.** The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

e. ***Paving and Road and Trail Construction.*** No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road or trail be constructed on the Property, except as permitted in paragraph 6 below.

f. ***Trash.*** The dumping or uncontained accumulation of any kind of trash or refuse on the Property by Declarant is prohibited.

g. ***Water Rights.*** Declarant shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself unless alternative water sources are provided.

h. ***Commercial or Industrial Activity.*** No commercial or industrial uses shall be allowed on the Property.

i. ***Active Recreational Uses.*** No active recreational uses of the Property, such as playgrounds, golf courses, ballfields, tennis and basketball courts, and team or individual sports facilities, are permitted.

j. ***Signage or Billboards.*** No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property.

k. ***Timber Harvesting.*** Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the property is prohibited.

6. ***Reserved Rights.*** Declarant reserves to itself, and to its, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration. Without limiting the generality of the foregoing, the following rights are expressly reserved:

a. ***Paving, Road, and Trail Construction.*** Portions of the Property may be used for the creation of a low impact trail through the Property consistent with the Approved Management Plan. An unpaved maintenance trail may be constructed for providing vehicular access to the stormwater detention pond. Notwithstanding anything herein to the contrary, no street or public road shall be constructed through the Property, including without limitation, any public road which connects 53rd Avenue to Downing Street.

b. ***Recreation.*** Low impact recreational uses consistent with the Approved Management Plan such as walking, bikeriding, rollerblading, picnicing, and wildlife watching,

are permitted as are other uses that do not require any improvements to the Property other than the creation of hiking and biking trails, wildlife observation areas, picnic areas and educational areas which leave the Property substantially in its natural condition.

c. ***Maintenance and Landscaping.*** The Property may be replanted with grasses, landscaped, irrigated, and maintained to create an urban natural open space landscape with low impact recreational uses, and native plant systems replicating the native vegetation along the South Platte River may be restored to the Property. Topography changes as a result of clean infill dirt brought onto the Property for purposes of excavation of a stormwater detention facility, and for landscaping and reshaping the landscape are permitted.

d. ***Wetlands.*** Additional wetlands areas may be constructed and installed on the Property consistent with the Approved Management Plan.

e. ***Drainage and Water Diversion/Retention.*** Construction and maintenance of a stormwater detention pond not to exceed twenty acre feet in total storage capacity and seven acres in surface area, and storm sewer and inlet created for the diversion and retention of water are permitted on the Property in accordance with the Approved Management Plan including, without limitation, the locations specified therein.

7. ***Enforcement.*** Notwithstanding anything set forth below, when, in either the Board's or Land Trust's opinion, an ongoing or imminent violation could have a material adverse impact on or impair the Conservation Values of the Property, the Board and/or Land Trust may, in their sole, arbitrary and absolute discretion, take appropriate legal action separately or jointly. The Board and Land Trust, either individually or jointly, shall have the right to enter the Property for the sole purpose of inspecting for violations and in order to monitor Declarant's compliance with and otherwise enforce the terms of this Declaration. The Board and/or Land Trust, either individually or jointly, shall have the right to prevent, correct or require correction of violations of the terms and provisions of this Declaration. If the Board or the Land Trust finds what it believes is a violation, either the Board or Land Trust shall immediately notify each other and Declarant in writing of the nature of the alleged violation. Upon receipt of this written notice, Declarant shall either (a) restore the Property to its condition prior to the violation; or (b) provide a written explanation to the Board and the Land Trust of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, the parties agree to meet as soon as possible to resolve the difference. If a resolution of this difference cannot be achieved at the meeting, the parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Declarant shall discontinue any activity which could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, the Board and/or the Land Trust may, in their sole, arbitrary, and absolute discretion, in addition to any other remedies provided by law, commence separately or jointly a civil action to prevent, enjoin, or remove the violation and restore the Property to its condition prior to the violation. In any case where a violation was imminent or has occurred, Declarant shall reimburse the Board and Land Trust

for all fees and expenses incurred in or related to stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees and expenses for the enforcement of the Declaration. Nothing herein is intended to authorize or require the Board or Land Trust to inspect for, or enforce against the presence of environmental contamination or violations of any applicable law, regulation, order or requirement of any local, state or federal agency.

8. ***Baseline Inventory.***

a. The parties acknowledge that an inventory of baseline data prepared for the Property and titled "Easement Documentation Report for the Heron Pond Natural Area" and prepared by Land Stewardship Consulting, Inc. and dated September 1999 (the "Baseline Inventory") relating to the Property has been completed by competent professionals familiar with the Property, and furnished by the City to the Board and Land Trust.

b. The parties also acknowledge that the Property is contaminated by hazardous substances and other contamination as of the date of this Declaration and neither the Board nor Land Trust have been or will be responsible for or involved in the remediation or management thereof.

c. A copy of the Baseline Inventory is on file with the City, the Board and the Land Trust and by this reference is made a part hereof. The parties acknowledge that the Baseline Inventory is intended to establish the condition of the Property subject to this Declaration as of the date written above, and that both parties will acknowledge in a signed statement, which will be provided by the Board, that the Baseline Inventory accurately represents the condition of the Property at the time of the conveyance. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this Declaration, or compliance with or violation of any term or provision of this Declaration, the parties may use the Baseline Inventory and any other relevant or material documents, surveys, reports, and other information to assist in resolving a controversy.

9. ***Condemnation.*** If the Property is taken in whole or in part by exercise of eminent domain, including the exercise of eminent domain by the City, or other legal proceedings, or if this Declaration is otherwise terminated by legal proceedings or otherwise, the Board shall be entitled to receive twenty five and 7/10 percent (25.7%) of the net proceeds of condemnation of the Property, and the Trustees shall be entitled to receive forty-one and 3/10 percent (41.3%) of the net proceeds of condemnation of the Property.

10. ***Hold Harmless.***

a. To the extent permitted by law, and subject to paragraph 10(b) below and subject to the limitation that, except for the purchase of certain property authorized to be

paid for under various City General Obligation Bond ordinances, all obligations of the City under and pursuant to this Declaration are subject to prior appropriations of monies expressly made by the City Council for the purposes of this Declaration and paid into the Treasury of the City, the City, its successors and assigns shall hold harmless, indemnify, and defend the Board and Land Trust and their members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due, with respect to such Indemnified Party, solely to the negligence of such Indemnified Party; (2) the exercise of the enforcement rights set forth in Paragraph 7 and (3) the presence, release, or re-release of hazardous or toxic substances on, under, about, or from the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any pollutant or contaminant which is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Declaration shall be construed as giving rise to any right or ability of the Board or Land Trust, nor shall the Board or Land Trust have any right or ability, to exercise physical or managerial control over the operation of the Property or otherwise to control in any way the hazardous or toxic substances or other contamination that exists on the Property.

b. Notwithstanding any other provision of this Declaration to the contrary, no term or condition of this Declaration shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the City and Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The City, the Board, and the Land Trust understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the City, its members, officials, agents, and employees is controlled and limited by the provisions of the CGIA. The parties agree that no provision of this Declaration shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the City, the Board, or their officers, agents and employees.

11. **Costs and Liabilities.** Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including, but not limited to, the payment of taxes, any responsibilities for environmental clean-up or remediation, weed control and eradication. Declarant shall maintain adequate comprehensive general liability insurance coverage or provide reasonable evidence of self insurance. Declarant shall keep the Property free of any liens or other types of encumbrance arising out of any work performed for, materials furnished to or obligations incurred by Declarant.

12. *Termination of Declaration or Release of Heller.* Notwithstanding any other provision in this agreement:

a. In the event that the City does not purchase and title to the Property is not transferred to the City on or before December 31, 1999, then this Declaration and each and every covenant, condition and restriction herein contained shall be null void and of no effect and Declarant shall be released from all obligations hereof;

b. In the event that the City does purchase and Heller does transfer the Property to the City, Heller shall be fully discharged from each and every covenant, condition and restriction herein contained and Heller shall be released from all obligations hereof.

13. *Permitted Exceptions.* This Declaration is subject to those easements, covenants and conditions attached hereto as Exhibit B and incorporated herein by this reference.

14. *Notices.* Any notice, demand, request, consent, approval, or communication that a party desires or is required to give shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the addresses listed in this Declaration as follows:

if to the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
Suite 1650
1600 Broadway
Denver, CO 80202

if to City:

City and County of Denver
Mayor
1437 Bannock, Room 300
Denver, CO 80202

With copies to:

Denver City Attorney
1437 Bannock, Room 353
Denver, C O 80202

and

Director
South Platte River Initiative
Office of the Mayor
110 16th Street, Suite 400
Denver, CO 80202

if to Land Trust:

Colorado Open Lands
274 Union Blvd., Suite 320
Lakewood, CO 80228

if to Trustees:

Natural Resources Damage Trustees
C/O Dan Scheppers
CDPHE/HMWMD - B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

With a copy to:

Frances C. Hartogh
Assistant Attorney General
1525 Sherman Street, 7th Floor
Denver, CO 80203

and:

Mark Walker
Colorado Dept. Public Health
H MWMD - RP - B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

if to Heller:

Jordan Heller
2800 South University Blvd.
Denver, CO 80210

with copy to:

Gilbert Goldstein
Gilbert Goldstein, P.C.
3600 South Yosemite, #870
Denver, CO 80237

and:

Terry Matthews
Fuller and Company
1515 Arapahoe St., #1200
Denver, CO 80202

or to such other address as a party from time to time shall designate by written notice to the other.

15. **Successors.** The terms of this Declaration shall be binding upon and inure to the benefit of Declarant, the City (as successor in interest to Declarant) and all future owners of the Property, the parties hereto, and to all of their respective representatives, heirs, successors, and assigns, and shall run with the land in perpetuity, and be binding on all future owners of the Property. The Board shall have the right, in its sole, absolute and arbitrary discretion, to assign, delegate and/or transfer all or any part of its enforcement rights under the Declaration.

16. **Amendments.** This Declaration may only be amended in a written agreement, signed by Declarant, and consented to by the Board, Land Trust, and the Trustees which document is recorded in the records of the Clerk and Recorder of Adams County.

17. **Severability.** Any provision of this Declaration invalidated in any manner whatsoever shall not be deemed to impair or affect in any manner the validity, enforcement, or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

18. **Termination of the Board.** In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoor Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights

and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

19. **Subsequent Transfers.** The City agrees to incorporate the terms of this Declaration in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The City further agrees to give written notice to the Land Trust, the Board and the Trustees of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of the City to perform any act required by this paragraph shall not impair the validity of this Declaration or limit its enforceability in any way. Upon a transfer by Heller to the City, Heller shall be relieved of all obligations under this Declaration, and the City and any successor in interest to the City to the Property thereafter shall be deemed to be Declarant.

20. **Enforcement Discretion.** Enforcement of the terms of this Declaration shall be at the discretion of the Land Trust and the Board, and any forbearance by the Land Trust or the Board to exercise its rights under this Declaration in the event of any breach of any term of this Declaration by Declarant shall not be deemed or construed to be a waiver by the Land Trust or the Board of such term or of any subsequent breach of the same or any other term of this Declaration or of any of the Land Trust or the Board's rights under this Declaration. No delay or omission by the Land Trust or the Board in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver.

21. **Waiver of Certain Defenses.** Declarant hereby waives any defense of laches, estoppel, or prescription.

22. **Acts Beyond Declarant's Control.** Nothing contained in this Declaration shall be construed to entitle the Land Trust or the Board to bring any action against Declarant for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

23. **Access.** The general public shall have access to the Property consistent with the Approved Management Plan subject to such rules and regulations as may be imposed by Declarant.

24. **General Provisions.**

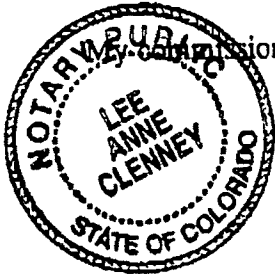
a. **Controlling Law.** The interpretation and performance of this Declaration shall be governed by the laws of the State of Colorado.

Jordan I. Heller
Jordan I. Heller

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of November, 1999, by Jordan I. Heller.

Witness my hand and official seal.



My commission expires: 3/5/2000

Lee Anne Clenney
Notary Public

Jonathan Heller
Jonathan Heller, Co-Personal Representative
of the Estate of Seymour Heller, deceased

STATE OF COLORADO)
) ss.
COUNTY OF)

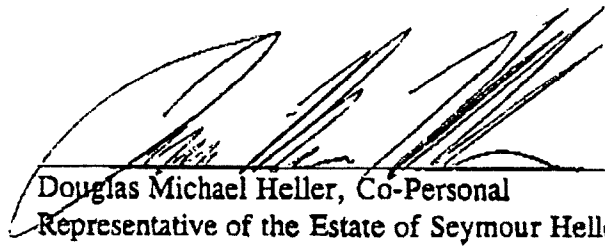
The foregoing instrument was acknowledged before me this 24th day of November, 1999, by Jonathan Heller, as Co-Personal Representative of the Estate of Seymour Heller, deceased.

Witness my hand and official seal.

My commission expires: 7/15/2003



Ramona R. Burr
Notary Public




 Douglas Michael Heller, Co-Personal
 Representative of the Estate of Seymour Heller,
 deceased

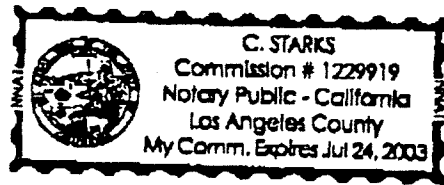
California
 STATE OF ~~COLORADO~~)
 COUNTY OF Los Angeles) ss.

The foregoing instrument was acknowledged before me this 24 day of November, 1999, by Douglas Michael Heller as Co-Personal Representative of the Estate of Seymour Heller, deceased, ~~and by Jonathon Heller as Co-Personal Representative of the Estate of Seymour Heller.~~

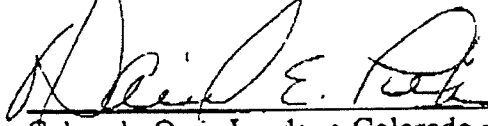
Witness my hand and official seal.

My commission expires: July 24, 2003


 Notary Public



Accepted and acknowledged this 20th day of NOVEMBER, 1999.



Colorado Open Lands, a Colorado non-profit corporation

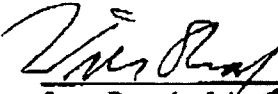
Accepted and acknowledged this 30th day of NOVEMBER, 1999.

State Board of the Great Outdoor
Colorado Trust Fund

Accepted and acknowledged this _____ day of _____, 1999.

Colorado Open Lands, a Colorado non-profit
corporation

Accepted and acknowledged this 30th day of November, 1999.



State Board of the Great Outdoor
Colorado Trust Fund

Exhibit A
Legal Description of the Property

[To Be Attached]

EXHIBIT A

Lot 1, Heller Subdivision Filing No. 1

Exhibit B
List of Permitted Exceptions

Heller Property

1. Right-of-way granted to the Farmers and Gardeners Ditch Company, by instrument recorded June 5, 1878 in Book 89 at Page 394.
2. Easement for an industrial railroad spur Granted to Colorado and Southern Railway Company by instrument recorded April 30, 1937 in Book 238 at Page 537.
3. Reservation in Deed from American Smelting and Refining Company, recorded April 13, 1946 in Book 323 at Page 323.
4. The fact of inclusion of a portion of the Property in the North Washington Fire Protection District, as described by the instrument recorded on December 15, 1959 in Book 819 at Page 143.
5. Easement for electric lights and incidental purposes granted to Public Service Company of Colorado in instrument recorded February 19, 1960 in Book 830 at Page 207.
6. Easement for sewer lines granted to North Washington Street Water and Sanitation District as described in the instrument recorded January 26, 1966 in Book 1271 at Page 237.
7. Private Crossing License Agreement as described by the instrument recorded October 25, 1965 in Book 1274 at Page 115.
8. Sewer line right-of-way granted to Metropolitan Denver Sewage Disposal District No. 1 as described in the instrument recorded on February 14, 1986 in Book 3110 at Page 282 (Adams County).