

Greg Jamison  
Colorado Department of Transportation

Tel: 303-757-9214  
FAX: 303-757-9053

Greg, this is in response to our telephone conversation on June 9th concerning the a deed dated 10 January 1958 from United States, Department of Commerce, to Colorado Department of Highways. Copy of the deed attached. Said deed contains a provision that reserves to the Department of the Army the right to operate and maintain an existing railroad spur across the conveyed lands.

Subsequently on November 29, 1965, the Army granted Union Pacific Railroad Company (UPRR) a 50-year lease for the joint-use of the Army railroad facilities and right-of-way located on the land deed to Colorado Department of Highways. The Army no longer has a need for these railroad facilities and right-of-way and desires to dispose of its facilities and easement interests; however, UPRR has a continuing need for these facilities.

United States property regulations require its agencies to obtain fair market value for any property interest being disposed of. The railroad right-of-way has been appraised and UPRR has agreed to pay the Department of the Army \$0.35 per square foot for the Army's easement interest. However, UPRR offer is subject to UPRR obtaining from CDOT a perpetual easement/license for its continued use of the railroad right-of-way.

The Army desires to dispose of its easement interest in the railroad facilities and right-of-way that crosses CDOT's property through a Release of its reserved easement interest to CDOT. Provided CDOT concurs and agrees to simultaneously grant UPRR a perpetual railroad easement/license, 30 feet in width, 15-feet on either side of the center of the existing tracks, over the subject CDOT's property.

Please let me know how CDOT views this proposal at your earliest opportunity.

Greg, what is your e-mail address?

Dale L. Lamke  
402-221-4355  
dale.l.lamke@usace.army.mil

Exhibit B  
Book 694, Pages 455 and 456

7. That the State of Colorado construct and maintain the new highway in such a manner that there will be no disruption of vehicular traffic in or out of the Arsenal at the intersection of Havana Street and the new highway, either by construction and maintenance of an overpass or through the establishment and maintenance of adequate intersectional lanes and traffic lights.
8. That the State of Colorado construct and maintain at the intersection of the Arsenal railroad spur tracks on the new highway an overpass or a system of adequate warning (blinder type) lights.
9. That no structures or improvements objectionable to the Commanding Officer, Rocky Mountain Arsenal will be constructed on the said lands.
10. The Department of the Army reserves the right to operate and maintain a railroad spur line and a 33-inch water pipeline across said land. Any future transfer of said lands to other than an agency of the U.S. should reserve to the U.S. and its assigns the right to use, operate, repair, and maintain the railroad spur line now situated upon and over said lands at the location delineated in red on Exhibit (\*\*\*)not sure what this reads—could be O, Q, or a bleeding C) and the right to use, operate, and maintain the 33-inch water pipeline now situated under, and across said lands at the location delineated in green on Exhibit (\*\*\*)same comment above).

BOOK 691 PAGE 150

Recorded FEB 3 1956 Reception 533808 CLYDE L. MILLER, Rec

1032-1(2)  
G 1

THIS DEED, made this 10th day of January, 1956, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF COMMERCE, BUREAU OF PUBLIC ROADS, hereinafter referred to as the DEPARTMENT, and the COLORADO DEPARTMENT OF HIGHWAYS, hereinafter referred to as the STATE:

WITNESSETH:

WHEREAS, the STATE has filed application under the provisions of Section 17 of the Federal Highway Act approved November 9, 1921 (42 Stat. 212) and Section 109(d) of the Federal-Aid Highway Act of 1956 (70 Stat. 382) for a right-of-way including the control of access over certain land, hereinafter described, situated in Adams County, Colorado, and located within the boundaries of the Rocky Mountain Arsenal; and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Commerce, determined that the lands covered by the application are reasonably necessary for a right-of-way for Colorado Project FI-032-1(2); and

WHEREAS, the Secretary of the Army has authorized the DEPARTMENT to transfer the land to the STATE subject to certain terms and conditions as set forth below.

NOW, THEREFORE, the DEPARTMENT, as authorized by law, does hereby appropriate, remise, release, quitclaim and convey unto the STATE the land described in Exhibit "A" and shown on Exhibit "C", both attached hereto and made parts hereof, subject, however, to the terms and conditions set forth in Exhibit "B", also attached hereto and made a part hereof, together with all existing, future, and potential abutter's rights or easements of access to, from, and between the remainder lands of the United States and the right-of-way appropriated herein.

TO HAVE AND TO HOLD the above mentioned lands for so long a time as such are needed for highway purposes upon the expressed condition that if, at any time, the need for highway purposes shall no longer exist, notice of the fact shall be given by the STATE to the DEPARTMENT and such lands shall immediately revert to the United States and to the control of the Department of the Army as such control existed prior to this instrument.

FEE PAID: FEE EXCUSED THE REALTY RECORDING ACT, SENATE BILL 222

IN WITNESS WHEREOF, I, C. W. Enfield, General Counsel, acting for the Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Commerce and Federal Highway Administrator, by virtue of authority in me vested by law have hereunto subscribed my name as of the day and year first above written.

DEPARTMENT OF COMMERCE  
BUREAU OF PUBLIC ROADS

BY C. W. Enfield  
C. W. Enfield, General Counsel, for  
the Federal Highway Administrator

UNITED STATES OF AMERICA )  
DISTRICT OF COLUMBIA }

I, E. C. Suracy, a Notary Public in and for the District of Columbia, do hereby certify that on this the 16 day of January, 1958, before me personally appeared C. W. Enfield, being to me personally well known and known by me to be the General Counsel, Bureau of Public Roads, and acknowledged that the foregoing instrument bearing date of January 16, 1958, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as General Counsel, Bureau of Public Roads.

Witness my hand and seal this 16 day of January, 1958.



E. C. Suracy  
Notary Public

My commission expires Jan 14, 1961

In compliance with the conditions set forth in the foregoing deed, the Colorado Department of Highways certifies and, by the acceptance of this deed, accepts the parcels of land herein described and agrees for itself, its successors, and assigns forever to abide by the conditions set forth in said deed.

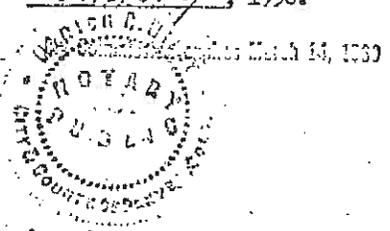
COLORADO DEPARTMENT OF HIGHWAYS

BY: Merk U. Watrous  
Chief Engineer

STATE OF COLORADO)  
COUNTY OF DENVER

I, Marion C. Wiley a Notary Public in and for said County and State, hereby certify that Merk U. Watrous whose name as Chief Engineer is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Chief Engineer, executed the same voluntarily on this day.

Given under my hand and seal of office this 28<sup>th</sup> day of January, 1958.



(SEAL)

Marion C. Wiley  
Notary Public

RIGHT OF WAY  
 TO BE ACQUIRED  
 FROM

 PARCEL NO. G-1, Rev.-2  
 STA. 104+54+ TO STA. 211+28+

U. S. GOVERNMENT

 IN  
 ADAMS COUNTY  
 FOR

 F 032-1 (2)  
 E. 46th Ave. - Watkins

STATE HIGHWAY NO. 72

DESCRIPTION

A tract or parcel of land No. G-1, Rev.-2 of Colorado Department of Highways Project No. F032-1 (2) containing 139.641 acres, more or less, in the N.  $\frac{1}{2}$  of Section 21 and Section 22, Township 3 South, Range 67 West, of the Sixth Principal Meridian, in Adams County, Colorado, said tract or parcel being more particularly described as follows:

Beginning at a point on the W. line of the NW  $\frac{1}{4}$  of Sec. 21, T. 3 S., R. 67 W. from which point the W.  $\frac{1}{4}$  corner of Sec. 21 bears S.  $0^{\circ} 08' 30''$  E. a distance of 1,510.0 feet;

1. Thence along the W. line of the NW  $\frac{1}{4}$  of Sec. 21, S.  $0^{\circ} 08' 30''$  E. a distance of 1,510.0 feet to the W.  $\frac{1}{4}$  corner of Sec. 21;
2. Thence along the S. line of the NW  $\frac{1}{4}$  of Sec. 21, East a distance of 5,302.2 feet to the E.  $\frac{1}{4}$  corner of Sec. 21;
3. Thence N.  $89^{\circ} 48'$  E. a distance of 40.0 feet;
4. Thence N.  $0^{\circ} 05' 30''$  W. a distance of 163.0 feet;
5. Thence S.  $83^{\circ} 43' 30''$  E. a distance of 1,139.3 feet;
6. Thence S.  $80^{\circ} 52'$  E. a distance of 500.6 feet;
7. Thence E.  $83^{\circ} 43' 30''$  E. a distance of 600.0 feet;
8. Thence N.  $89^{\circ} 09'$  E. a distance of 601.6 feet;
9. Thence S.  $83^{\circ} 43' 30''$  E. a distance of 1,700.0 feet;
10. Thence S.  $63^{\circ} 10'$  E. a distance of 213.6 feet;
11. Thence S.  $39^{\circ} 12' 30''$  E. a distance of 420.7 feet;
12. Thence E.  $44^{\circ} 12'$  E. a distance of 259.3 feet;
13. Thence S.  $78^{\circ} 01'$  E. a distance of 201.0 feet;
14. Thence S.  $81^{\circ} 45' 30''$  E. a distance of 294.7 feet;
15. Thence N.  $89^{\circ} 31' 30''$  E. a distance of 106.4 feet to a point on the E. line of Sec. 22;
16. Thence along the E. line of said Sec. 22 N.  $0^{\circ} 14' 30''$  W. a distance of 1,500.0 feet;
17. Thence S.  $89^{\circ} 32' 30''$  W. a distance of 112.3 feet;
18. Thence S.  $31^{\circ} 54'$  W. a distance of 512.8 feet;
19. Thence S.  $67^{\circ} 30'$  W. a distance of 372.6 feet;

20. Thence N. 83° 43' 30" W. a distance of 1,900.0 feet;
21. Thence N. 76° 36' W. a distance of 201.6 feet;
22. Thence N. 85° 43' 30" W. a distance of 600.0 feet;
23. Thence N. 86° 35' W. a distance of 500.6 feet;
24. Thence N. 83° 43' 30" W. a distance of 4,200.0 feet;
25. Thence N. 49° 21' W. a distance of 740.5 feet;
- ✓ 26. Thence S. 46° 55' W. a distance of 70.0 feet;
- ✓ 27. Thence S. 0° 00' 30" E. a distance of 395.5 feet;
- ✓ 28. Thence S. 89° 59' 30" W. a distance of 960.0 feet;
29. Thence N. 46° 16' W. a distance of 1,048.7 feet, more or less, to the point of beginning.

The above described parcel contains 139.641 acres, more or less.





10. The Department of the Army reserves the right to operate and maintain a railroad spur line and a 10-inch water pipeline across said lands. Any future transfer of said lands to other than an agency of the U.S. should reserve to the U.S. and its assigns the right to use, operate, repair, and maintain the railroad spur line now situated upon and over said lands at the location delineated in red on Exhibit "B", and the right to use, operate, and maintain the 50-inch water pipeline now situated in, under, and across said lands at the location delineated in green on Exhibit "B".

538808

Recd

Recorder, State of Colorado  
Department of Immovables

Clerk's Department  
of the County

1033-1(5)

Part 1 No. 1

STATE OF COLORADO  
County of Adams

I hereby certify that this instrument was filed  
for \_\_\_\_\_ in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M.  
FEB 3 1958 and is duly  
recorded in book 694 Page 50

CYDLE L. MILLER

Recorder

Betty Ross  
Deputy

Fee \$ \_\_\_\_\_

Department of Highways  
4201 E. Arkansas  
Denver 22

RECEIVED  
JAN 22 1970  
COLO. DIVISION



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
106 SOUTH 15TH STREET  
OMAHA, NEBRASKA 68102-1618

REPLY TO  
ATTENTION OF:

July 21, 2003

Real Estate Division

Ms. Debra Overn  
Assistant City Attorney  
Denver City Attorney's Office  
Airport Legal Services  
201- West Colfax Avenue, Department 1108  
Denver, Colorado 80202

Dear Ms. Overn:

In response to your July 14th telephone conversation with Messrs. Dale Lamke and Sean Keating of my staff, enclosed for your review and information is a Record of Environmental Consideration (REC) (Enclosure 1) that was prepared in conjunction with the proposed disposal of the Department of the Army's easement interest for a railroad right-of-way across Sections 10, 15 and 22, Township 3 South, Range 67 West of the Sixth Principal Meridian, County of Adams, Colorado.

Also enclosed is a letter (Enclosure 2) from Union Pacific Railroad regarding its desire to purchase the Government's easement interest. As noted in the letter, Union Pacific and the city previously agreed to pay the Army \$0.35 per square foot for the release of its railroad right-of-way interest. However, in accordance with the provisions of the Federal Property Management Regulations, we are required to obtain fair market value for the Government's property interest. In August 1999 the Army contracted for an appraisal of the subject property. This appraisal is no longer valid and the Army is currently in the process of obtaining a new appraisal.

The Government has removed its railroad tracks in Section 10, and this segment of the railroad right-of-way was never leased to Union Pacific. The remainder of the Government's easement interest for a railroad right-of-way in Sections 15 and 22 is subject to a lease (DA-25-066-ENG-13931) between the Government and Union Pacific Railroad, that runs through October 31, 2015. Enclosed is a drawing (Enclosure 3) showing the acreage and the ownership of the various parcels of land underlying the Government's easement for a railroad right-of-way. At this time we would prefer to handle the disposal of the Government's easement interest as three separate actions: (1) disposal of our easement interest in Section 10 involving only the United States and the City and County of Denver; (2) disposal of our remaining easement interest in Section 22, which would involve the United States, the Colorado Department of Transportation (CDOT), the City and County of Denver and the Union Pacific Railroad; and (3) the disposal of our remaining easement interest in Section 15, which would involve the United States, Kroger Company and Union Pacific.

The release of the Government's easement interest in Section 10 to the owner, City and County of Denver, can be accomplished expeditiously. Enclosed for the City's review and approval is a proposed Release of Easement (Enclosure 4) for the Governments' railroad right-of-way interest in said Section 10. If the proposed Release is acceptable, upon receipt of the appraised value of our easement interest, we will insert the consideration and forward the instrument to you for the City's acceptance.

In 2000 and 2003, the Army's railroad right-of-way interest located on land owned by Catellus Development Corporation and SF Pacific Properties, Inc., in Sections 15 and 22 was released to the underlying fee owners and those portions of railroad right-of-way were deleted from the Union Pacific lease. A copy of each of the Catellus releases is enclosed for your information (Enclosures 5 and 6).

A copy of this letter is being made available to CDOT, Union Pacific Railroad and Kroger Company.

If you have any questions, please feel free to contact me at the above address or contact Mr. Sean Keating at 402-221-4361 or Mr. Jeff Harp at 402-221-4388, both of my staff.

Sincerely,

**ORIGINAL SIGNED**

Rick L. Noel  
Chief, Management and Disposal Branch  
Real Estate Division

Enclosures

Copies Furnished (w/enclosures):

✓ Colorado Department of Transportation (CDOT)  
Region 8 Right-of-Way  
ATTN: Mr. Greg Jamieson  
2000 South Holly Street  
Denver, Colorado 80222

Union Pacific Railroad Company  
Real Estate Department  
ATTN: Mr. Greg Larson  
1800 Farnam Street  
Omaha, Nebraska 68102

Copies Furnished (w/enclosures) (continued):

Mr. James J. Soran, Esq.  
Montgomery Little & McGrew  
5445 DTC Parkway  
Suite 800  
Greenwood Village, Colorado 80111

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**PROJECT TITLE:** Disposal of Army Property – Railroad Easement on Rail Lines south of Rocky Mountain Arsenal (RMA).

**BRIEF DESCRIPTION:** The Army currently holds an easement on various rail lines that are south of RMA. The Army no longer needs these lines and it is in the best interest of the Army to relinquish the easement. The specific location of the property is described in the Report of Excess. There are no Army owned structures on the property. The property has not been sampled for contamination, however based in its historical use there is no reason to suspect that any contamination exists. There are no PCB's on the property and lead and mercury should not be present in higher than background concentrations. There are no hazardous substances or waste on the property.

**PROJECT DATE OF PROPOSED ACTION:** It is anticipated that the proposed action will begin in July 1999, and that it is expected to last approximately thirty (30) days.

**REASON FOR USING RECORD OF ENVIRONMENTAL CONSIDERATION:** The Army is disposing of real property, a railroad easement. The easement will be taken over by private parties. The Army does not have an interest in an easement that is not on Army property and is no longer needed for Army Activities. The use of a REC complies with AR 200-2, Environmental Effects of Army Actions, December 23, 1988. This indicates that a REC is appropriate based on categorical exclusion A-22, disposal of excess easement areas to the underlining fee owner. An Environmental Baseline Study (EBS) is not required, as the property is not located on a CERCLA site.

*Enclosure 1*

PREPARED/REVIEWED BY:

<u>12 Aug 99</u> (Date)	<u>Ben Wachob</u> Ben Wachob, Environmental Engineer
<u>8-20-99</u> (Date)	<u>Howard Ribaud</u> for Howard Ribaud, Environmental Coordinator
<u>10 AUGUST 1999</u> (Date)	<u>M. Weslyn Erickson</u> M. Weslyn Erickson, SBCCOM Western Regional Environmental Attorney
<u>8/20/99</u> (Date)	<u>Richard Kussman</u> for Richard Kussman, Colonel Commander, Rocky Mountain Arsenal

UNION PACIFIC RAILROAD COMPANY

Real Estate Department

R. D. Uhrich  
Assistant Vice President  
J. A. Anthony  
Director-Contracts  
D. D. Brown  
Director-Real Estate  
M. W. Casey  
General Director-Special Properties  
J. P. Gade  
Director-Facility Management



1600 Farnam Street  
Omaha, Nebraska 68102  
Fax: (402) 997-3801

J. L. Hawkins  
Director-Operations Support  
M. E. Heenan  
Director-Administration & Budgets  
D. H. Lightwine  
Director-Real Estate  
T. K. Love  
Director-Real Estate

February 4, 2000

VIA FACSIMILE (703-617-3633) AND OVERNIGHT MAIL

Mr. Andy Wilson  
U.S. Army Material Command  
Attention: AMCEN-R  
5001 Eisenhower Avenue  
Alexandria, Virginia 22333

Re: Proposal to Terminate Lease of Industrial Facilities, No. DA-25-066-ENG-13931 Between Secretary of the Army and Union Pacific Railroad Company

Dear Mr. Wilson:

Union Pacific Railroad Company hereby proposes termination of the Lease of Industrial Facilities, No. DA-25-066-ENG-13931, dated November 29, 1965 (the "Lease") between the Secretary of the Army (the "Army") and the Union Pacific Railroad Company ("Union Pacific"), contingent upon satisfaction of the terms and conditions set forth below. As you know, the property interest which is the subject of the Lease is the Army's 100-foot wide railroad easement reserved by the United States of America in a Deed dated 1963 from the United States to the City and County of Denver (the "Arsenal Easement"). The original purpose of the Lease was for the Union Pacific to provide railroad service to the Rocky Mountain Arsenal (the "Arsenal") and private shippers. We understand from the Army that rail service to the Arsenal is no longer necessary.

The Arsenal Easement and the Union Pacific's leasehold interest therein extends north from the Union Pacific's mainline near its intersection with Havana Street in Denver to the Rocky Mountain Arsenal. We have been advised by Catellus Development Corporation that the following property owners hold fee title to the property subject to the Arsenal Easement and Lease:

- A. Catellus Development Corporation;
- B. City and County of Denver (the "City");
- C. Colorado Department of Transportation ("CDOT");
- D. Tippman Realty Partners an Indiana general partnership ("Tippman"); and
- E. Dillon Real Estate Co., Inc. ("Dillon")

*Enclosure 2*

Union Pacific desires to cooperate with the property owners regarding the Lease and Arsenal Easement, while preserving and protecting the Union Pacific's ability to provide rail service to private shippers in the area.

In view of the foregoing, Union Pacific proposes termination of the Lease contingent upon the following:

(a) Prior to termination of the Lease, the Arsenal Easement shall be extinguished and replacement rights and interests (the "Replacement Interests") shall be granted to the Union Pacific in order to permit the Union Pacific to continue rail service in the area. Such Replacement Interests shall be satisfactory to the Union Pacific in its sole discretion. Without limiting Union Pacific's discretion, at a minimum the Replacement Interests will be permanent and supported by sufficient title, will allow Union Pacific to conduct its rail operations and provide rail service in a manner consistent with Union Pacific's operating and safety standards, and will not require Union Pacific to relocate any portion of the existing rail line unless the entire expense thereof is borne by Catellus, such relocation does not materially increase Union Pacific's operating costs or transit times, and does not require any cessation of rail service except during cutover from existing trackage to the relocated trackage.

(b) Union Pacific shall pay to the United States the sum of thirty-five cents (\$0.35) per square foot of property encumbered by the portion of the Arsenal Easement located between the Union Pacific's mainline (near Smith Road) and 51<sup>st</sup> Avenue in consideration of (i) the residual value for the remaining term of the Lease, (ii) the United States' administrative costs in connection with processing this request, and (iii) restoration and repair of the property encumbered by the Arsenal Easement. Such sum shall be payable upon extinguishment of the Arsenal Easement.

(c) Notwithstanding termination of the Lease, Union Pacific will retain any and all liabilities that have accrued prior to termination, including, without limitation, any such accrued liabilities under paragraph 15 of the Lease.

This proposal for termination of the Lease is contingent upon an effective Lease termination no later than April 1, 2000, and is further subject to satisfaction of the foregoing conditions. Please advise me at your earliest convenience concerning the Army's position in this matter.

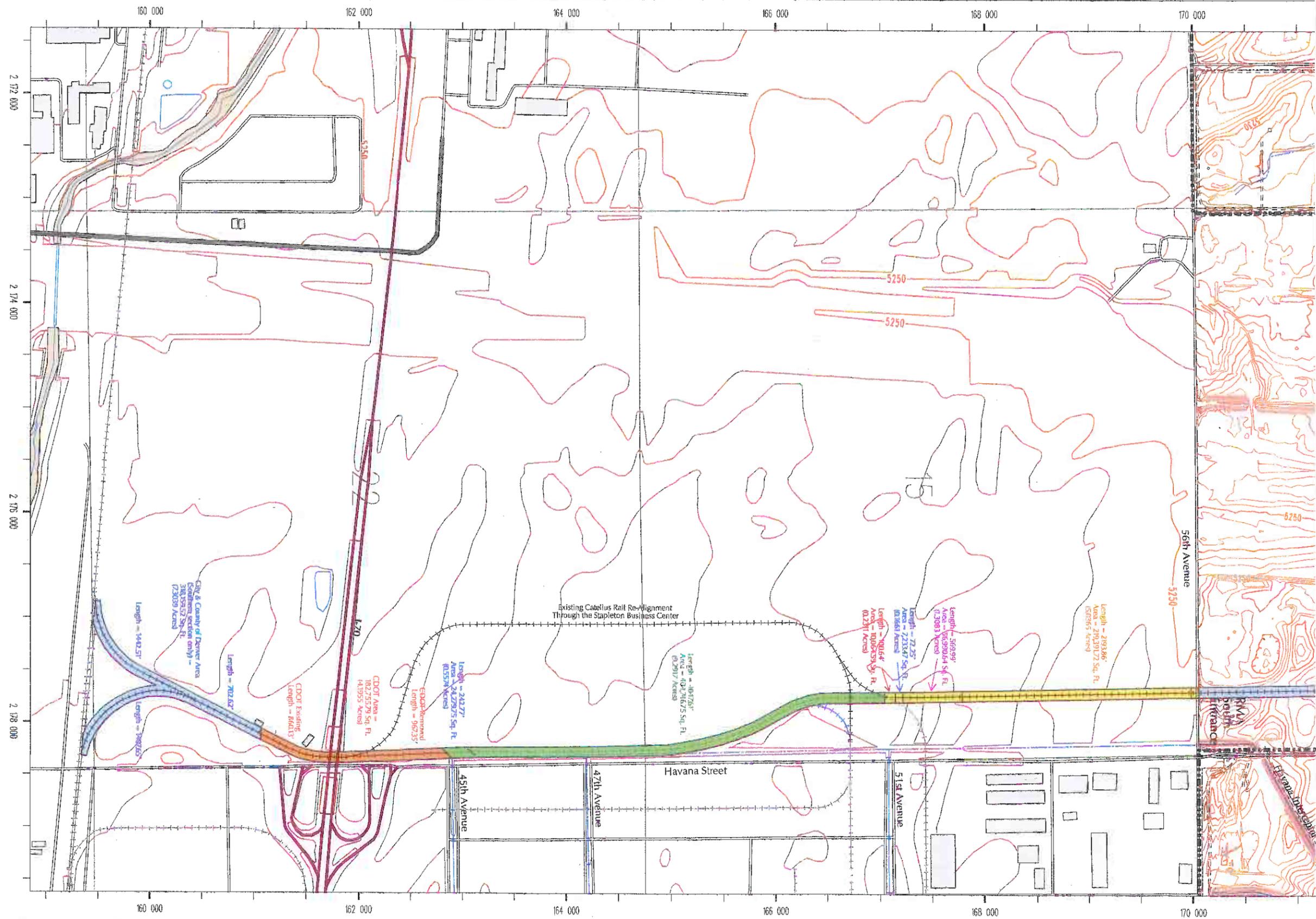
Very truly yours,

Union Pacific Railroad Company

By 

Print Name: R. D. Uhrich

Print Title: ASST. Vice President

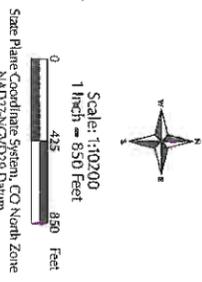


- Buildings**
- Buildings
  - Stream Channel Sands
  - Section Lines
  - Rocky Mountain Arsenal
  - Primary Roads
  - Light Duty Roads
  - Unimproved Roads
  - Trails
  - Fences
  - Perennial Streams
  - Ditches, Canals
  - Topographic Contours:
    - 10-Ft. Interval on-post
    - 2-Ft. Interval on-post (ticks on downhill side of depressions)
- U.S. Army Rail Line Easements (symbolized by primary parcel ownership):**
- City & County of Denver
  - Kogler Company
  - Catelius - RR ROW Released 2000 and 2003
  - Colorado Dept. of Transportation
- Rail Line Types & Descriptions**
- U.S. Army Owned (On-Post)
  - Existing rail lines in U.S. Army easements of interest, & new Catelius rail line through the Stapleton Business Center
  - Removed Rail Lines
  - Other Rail Lines (outside of U.S. Army easements and the area of interest)

**NOTE:** Total length of U.S. Army rail lines from the block boundary along the north edge of Section 70 to the north side of 170 including the rail line in the NW corner of Section 70 = 14,919.51 Ft.  
 State U.S. Army rail lines north of I-70 have been removed; length of these removed lines = 5,358.37 Ft.  
 Total length of U.S. Army rail lines from the north side of I-70 to southern views with the main Union Pacific line = 9,561.14 Ft.  
 Grand Total length of U.S. Army rail lines in the area of interest = 18,940.03 Ft.

**CAUTION:** Lengths & 80-foot wide easements depicted on this map are approximations derived from GIS layers, and should NOT be used in place of survey data or legal land descriptions of easements & boundaries.

**Rocky Mountain Arsenal  
 Railroad Spur South to  
 Union Pacific Trunk Line**



Sources: U.S. Army BIMIS, USGS DIGS, DP Associates, Catelius / Zylstra Baker Surveying, SEM Architects.

**Remediation Venture Office GIS**

GIS Number:	U.S. Army Rail Lines South of RMA
Name:	S. Xilhe
Date:	09/17/99
Scale:	1:10,000
Prepared for:	T. Conlon
Approved:	

File Location: \\dcs05\projects\seasements\m15r\_south\rapr.mxd

PART OF ACQUISITION TRACT 424E  
ROCKY MOUNTAIN ARSENAL, COLORADO

RELEASE OF EASEMENT

STATE OF COLORADO

)

KNOW ALL BY THESE PRESENTS:

CITY AND COUNTY OF DENVER

)

WHEREAS, on July 18, 1963, the UNITED STATES OF AMERICA quitclaimed to the City and County of Denver, Colorado, lands, including lands underlying the easement referred to in the paragraph immediately below; and

WHEREAS, the United States in said Quitclaim Deed reserved an easement and right-of-way (the Easement) for the operation, repair and maintenance of the existing railroad spur tracks leading from the Union Pacific Railway into the Rocky Mountain Arsenal, located in Sections 15 and 22, Township 3 south, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, such right-of-way being 100 feet wide. Said Quitclaim Deed from the United States of America to the City and County of Denver, a Municipal Corporation of the State of Colorado, dated July 18, 1963, was filed August 22, 1963, in the Office of the Register of Deeds, Adams County, Colorado, in Book 1088, Page 234; and

WHEREAS, on November 29, 1965, the United States granted a lease to Union Pacific Railroad Company to use jointly with the United States the Easement for the purpose of movement of traffic over the Government-owned railroad facilities; and

WHEREAS, the United States did not conduct any railroad operations over the leased premises from November 29, 1965, to present and Union Pacific has maintained complete control of the leased easement area from November 29, 1965, to present; and

WHEREAS, on September 17, 1997, the Catellus Development Corporation and SF Pacific Properties Inc., Delaware corporations (hereinafter called "Catellus and SF Pacific") purchased the lands underlying a portion of the Easement and has continuously occupied and possessed the premises since said date; and

**CERTIFICATION**  
The Clerk and Recorder for the City and County of Denver State of Colorado hereby certifies this document to be a full, true and correct copy of the original document recorded in my office.

WHEREAS, the United States and Union Pacific has terminated from the leased premises that portion of the Easement lying within the real property described in the following legal description:

  
By K. S. Stewart  
Deputy County Clerk  
Date 11/30/00

WITNESSETH:

THAT THE United States of America, acting by and through the Secretary of the Army under and pursuant to authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and 41 C.F.R. 101-47.313-1 (hereinafter called the "United States"), in consideration of the sum of Three Hundred Twelve Thousand and no/100 Dollars (\$312,000.00), and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, by these presents does release and relinquish to the Owner, subject to the interest of the UNITED STATES in and to that portion, and only that portion, of the

*Enclosure 4*

Easement which affects all or any portion of the following described real property situated in the County of Adams, State of Colorado, to wit:

A parcel of land situated within the south half of Section 15 and the north half of Section 22, Township 3 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows: Commencing at the section corner, being the northeast corner of said Section 22, and the southeast corner of said Section 15; thence S 89° 27' 36" W along the north line of the northeast quarter of said Section 22 a distance of 60.00 feet to intersect the westerly right-of-way line of Havana Street recorded in Ordinance 183, Series 1966, under Reception Number 25229, of the City and County of Denver records, said point of intersection also being the point of beginning; thence S 00° 33' 22" E and along said westerly right-of-way line a distance of 1807.90 feet; thence along the north and westerly lines of a 100 foot wide strip of land being 100 feet north and west of and parallel with the north and west right-of-way line for Interstate Highway 70 recorded in Book 694 at Page 450 of the Adams County records, the following three (3) courses:

1. S 31° 33' 49" W, a distance of 738.27 feet,
2. S 67° 08' 26" W, a distance of 512.73 feet,
3. N 84° 02' 29" W, a distance of 1855.27 feet:

Thence N 00° 25' 06" W along a line 125.00 feet west of and parallel with the east line of the northwest quarter of said Section 22 a distance of 2418.03 feet to intersect the north line of the northwest quarter of said Section 22; thence N 00° 41' 59" W along a line 125.00 feet west of and parallel with the east line of the southwest quarter of said Section 15 a distance of 2345.97 feet to intersect the centerline of proposed 51st Avenue; thence N 89° 28' 34" E along said centerline, being 308.12 feet south of and parallel with the East-West centerline of said Section 15 a distance of 2101.23 feet; to intersect the west line of the easement right-of-way of the U.S. Rocky Mountain Arsenal railroad, being recorded in Book 1088 at Page 234 of the Adams County Records; thence S 00° 58' 45" E a distance of 45.00 feet to intersect the South right-of-way line of said proposed 51st Avenue; thence N 89° 28' 34" E and along said South right-of-way line a distance of 100 feet to intersect the East line of the easement right-of-way for the said U. S. Rocky Mountain Arsenal railroad; thence S 00° 58' 45" E and along said East line a distance of 331.70 feet; thence N 89° 34' 24" E a distance of 490.51 feet to intersect said westerly right-of-way line of Havana Street; thence S 00° 59' 07" E and along said westerly right-of-way line a distance of 1967.74 feet to the point of beginning. Said parcel contains 12,816,614 square feet or 294.2290 acres. Excepting therefrom the portion of the above described parcel which is subject to an easement reserved by the City of Denver in an instrument recorded October 1, 1996, under reception number 9600136067.

**Owner** represents that it owns the underlying fee and hereby covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof that **Owner** shall abide by each of the following covenants running with the land. In addition, the **United States** shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the **United States** shall have no affirmative duty to enforce any of the following covenants herein agreed as follows:





PART OF ACQUISITION TRACT 424E  
ROCKY MOUNTAIN ARSENAL, COLORADO

RELEASE OF EASEMENT

STATE OF COLORADO )  
 )  
CITY AND COUNTY OF DENVER ) KNOW ALL BY THESE PRESENTS:

**WHEREAS**, on July 18, 1963, the UNITED STATES OF AMERICA ("United States") quitclaimed to the City and County of Denver, Colorado ("Denver"), lands, including lands underlying the easement referred to in the paragraph immediately below; and

**WHEREAS**, the United States in said Quitclaim Deed reserved an easement and right-of-way (the "Easement") for the operation, repair and maintenance of the existing railroad spur tracks leading from the Union Pacific Railway into the Rocky Mountain Arsenal, located in Sections 15 and 22, Township 3 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, Adams County, Colorado, such right-of-way being 100 feet wide. Said Quitclaim Deed from the United States of America to the City and County of Denver, a Municipal Corporation of the State of Colorado, dated July 18, 1963, was filed August 22, 1963, in the Office of the Register of Deeds, Adams County, Colorado, in Book 1088, Page 234; and

**WHEREAS**, on November 29, 1965, the United States granted a lease to Union Pacific Railroad Company to use jointly with the United States the Easement for the purpose of movement of traffic over the Government-owned railroad facilities; and

**WHEREAS**, the United States did not conduct any railroad operations over the leased premises from November 29, 1965, to present and Union Pacific has maintained complete control of the leased easement area from November 29, 1965, to present; and

**WHEREAS**, on November 28, 2000, the United States and Union Pacific terminated from said lease that portion of the Easement located on land owned by Catellus Development Corporation and SF Pacific Properties Inc. where the railroad tracks were removed; and

**WHEREAS**, by that certain Release of Easement recorded in the office of the Clerk and Recorder of the City and County of Denver, Colorado on November 30, 2000 at Reception No. 2000174117 (the "2000 Release"), the United States released to Catellus Development Corporation and SF Pacific Properties Inc., the portion of the Easement described in the 2000 Release; and

**WHEREAS**, the United States and Union Pacific terminated from said lease that portion of the Easement described in Exhibit A attached hereto and made a part hereof, and the United States has agreed to release to Catellus Development Corporation and SF Pacific Properties Inc., without additional consideration, the portion of the Easement described in Exhibit A; and

WHEREAS, the land underlying that portion of the easement described in Exhibit A is mostly encumbered by an existing easement reserved by the City and County of Denver in an instrument recorded October 1, 1996, under reception number 9600136067; and

WHEREAS, on September 17, 1997, Catellus Development Corporation and SF Pacific Properties Inc., Delaware corporations (hereinafter called the "Owner"), purchased the land underlying that portion of the railroad easement described in Exhibit A and have continuously occupied and possessed the premises since said date.

WITNESSETH:

THAT THE **United States of America**, acting by and through the Secretary of the Army under and pursuant to authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and 41 C.F.R. 101-47.313-1 (hereinafter called the "**United States**") by these presents does release and relinquish to the **Owner**, the interest of the **United States** in and to that portion, and only that portion, of the Easement described in Exhibit A.

**Owner** represents that it owns the underlying fee and hereby covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part hereof that **Owner** shall abide by each of the following covenants running with the land. In addition, the **United States** shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the **United States** shall have no affirmative duty to enforce any of the following covenants herein agreed as follows:

1. Except as herein expressly conveyed, this release of a portion of the easement is made and accepted on the condition that **Owner** shall have no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on, over or under any other property of the **United States** by reason of this release of a portion of the easement. By acceptance of this release of a portion of the easement, **Owner** covenants for itself and its heirs, successors and assigns that no such right or interest will ever be asserted by reason of this release of a portion of the easement to **Owner**.

2. **Owner** asserts that based on its possession of the premises, subject to said easement and lease, that **Owner** has no knowledge of unacceptable environmental conditions, and, except for any environmental liability resulting from environmental contamination caused by the **United States** prior to November 29, 1965, **Owner** warrants to release and does hereby release the **United States** from any and all environmental liability in connection with the easement interest described herein including environmental liabilities resulting from environmental contamination by third parties. **Owner** expressly reserves all rights and remedies **Owner** may have with respect to the Union Pacific Railroad Company.

This release of a portion of the easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, the **United States of America** has caused these presents to be executed this 20<sup>th</sup> day of June, 2003.

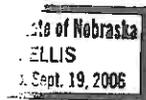
UNITED STATES OF AMERICA

By: *Gary D Blair*  
GARY D. BLAIR  
Chief, Real Estate Division  
Omaha District, Corps of Engineers

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF DOUGLAS        )

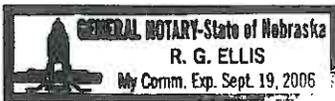
BEFORE ME, a Notary Public in and for the State of Nebraska, on this day personally appeared Gary D. Blair, known to me to be the person whose name is subscribed to the foregoing Release of Easement, and known to me to be the Chief, Real Estate Division, United States Army Engineer District, Omaha, and acknowledged to me that the same was the act and deed of the United States of America and that he executed the same as the voluntary act of the United States of America for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Omaha, Douglas County, Nebraska, this 20<sup>th</sup> day of June, 2003.



*R. G. Ellis*  
Notary Public, State of Nebraska

My commission expires: Sept. 19, 2006



## EXHIBIT A

### DESCRIPTION OF RELEASED PROPERTY

#### ARSENAL RAILROAD EASEMENT RELEASE

A PART OF A 100 FOOT WIDE RAILROAD EASEMENT RIGHT-OF-WAY RECORDED IN BOOK 1088, PAGE 234, ADAMS COUNTY TO BE RELEASED AND AS LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

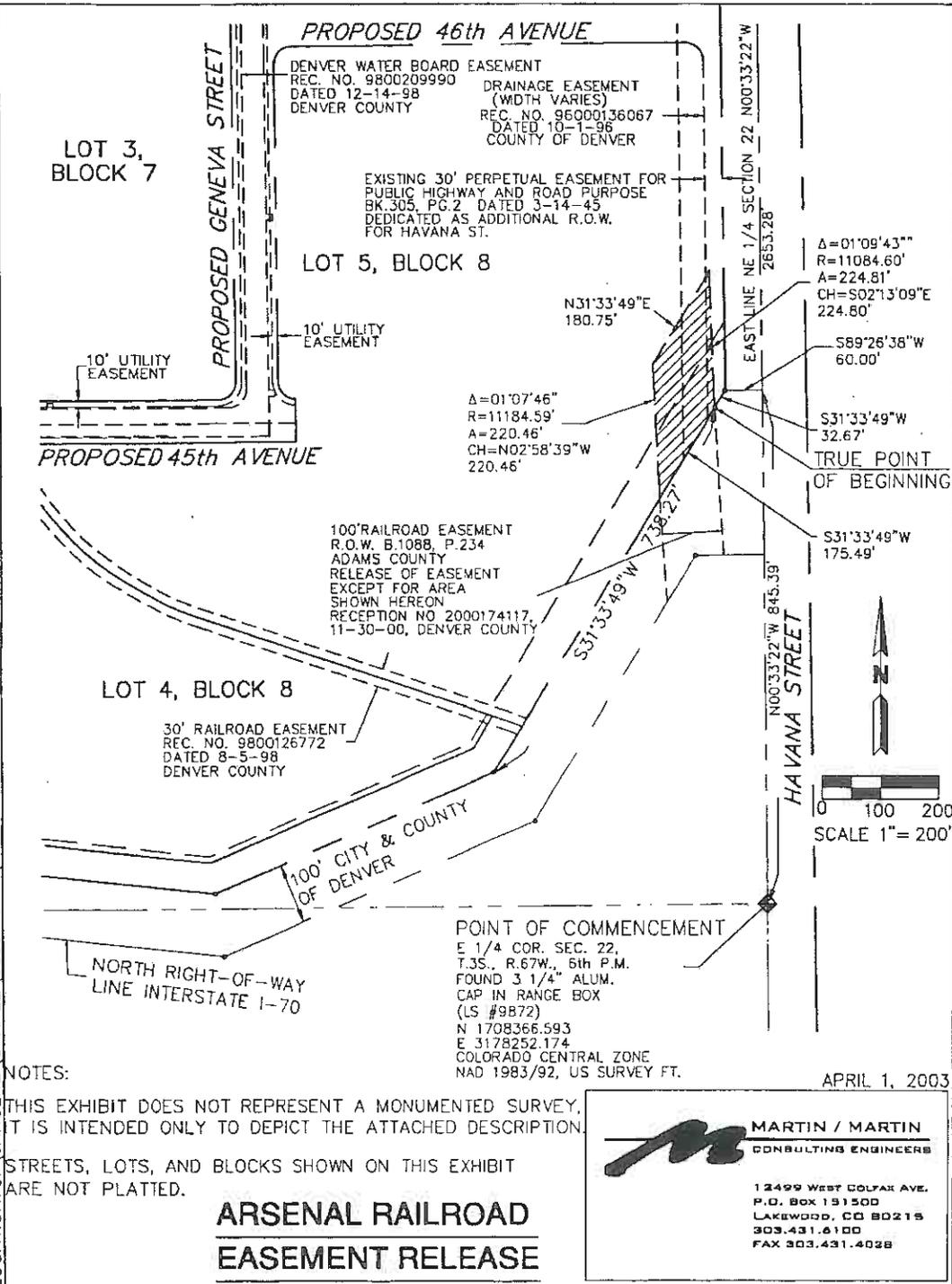
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER N00°33'22"W, 845.39 FEET; THENCE DEPARTING SAID EAST LINE S89°26'38"W, 60.00 FEET TO THE EASTERLY LINE OF AN EXISTING 30.00 FOOT PERPETUAL EASEMENT FOR PUBLIC HIGHWAY AND ROAD PURPOSES AS RECORDED IN BOOK 305 AT PAGE 2, DATED MARCH 14, 1945 OF THE CLERK AND RECORDERS OFFICE OF THE CITY AND COUNTY OF DENVER; THENCE S31°33'49"W, 32.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S31°33'49"W, 175.49 FEET; THENCE ALONG THE BOUNDARY OF SAID REMAINING 100 FOOT WIDE RAILROAD EASEMENT THE FOLLOWING THREE (3) CONSECUTIVE COURSES: 1) THENCE 220.46 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°07'46", A RADIUS OF 11184.59 FEET, AND A CHORD WHICH BEARS N02°58'39"W, 220.46 FEET; 2) THENCE ALONG A NON-TANGENT LINE N31°33'49"E, 180.75 FEET; 3) THENCE 224.81 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°09'43", A RADIUS OF 11084.60 FEET, AND A CHORD WHICH BEARS S02°13'09"E, 224.80 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.511 ACRES (22,260 SQUARE FEET), MORE OR LESS.

PREPARED BY DENNIS PETER  
AND REVIEWED BY WAYNE W. HARRIS, P.E., P.L.S.  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, COLORADO 80215  
APRIL 1, 2003



DESCRIPTION OF RELEASED PROPERTY

LOCATION: G:\JANSEN2\STAPLE\easements\ARSENAL RELEASE EASEMENT.dwg TAB: Layout1 SAVED BY: PETER on Apr. 01, 2003 at 1:42F



NOTES:

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

STREETS, LOTS, AND BLOCKS SHOWN ON THIS EXHIBIT ARE NOT PLATTED.

ARSENAL RAILROAD EASEMENT RELEASE

**MARTIN / MARTIN**  
CONSULTING ENGINEERS

12499 WEST COLFAX AVE.  
P.O. BOX 191500  
LAKEWOOD, CO 80215  
303.431.6100  
FAX 303.431.4028

PARTS OF ACQUISITION TRACTS B221, B228, B285, B286, B287 & B288E  
ROCKY MOUNTAIN ARSENAL, COLORADO

RELEASE OF EASEMENT

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER )  
KNOW ALL BY THESE PRESENTS:

**WHEREAS**, on October 29, 1969, the UNITED STATES OF AMERICA quitclaimed to the City and County of Denver, Colorado, lands, including lands underlying the easement referred to in the paragraph immediately below; and

**WHEREAS**, the United States in said Quitclaim Deed reserved an easement and right-of-way (the Easement) for the operation, repair and maintenance of the existing railroad spur tracks leading from the Union Pacific Railway into the Rocky Mountain Arsenal, located in Section 10, Township 3 south, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, such right-of-way being 100 feet wide. Said Quitclaim Deed from the United States of America to the City and County of Denver, a Municipal Corporation of the State of Colorado, dated October 29, 1969, was filed December 2, 1959, in the Office of the Register of Deeds, Adams County, Colorado, in Book 1561, Pages 136 and 137; and

WITNESSETH:

THAT THE **United States of America**, acting by and through the Secretary of the Army under and pursuant to authority of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and 41 C.F.R. 101-47.313-1 (hereinafter called the "**United States**"), in consideration of the sum of \_\_\_\_\_ **Thousand and No/100 Dollars (\$\_\_\_,000.00)**, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, by these presents does release and relinquish to the **Owner**, subject to the interest of the **UNITED STATES** in and to that portion, and only that portion, of the Easement which affects all or any portion of the following described real property situated in the County of Adams, State of Colorado, to wit:

All of Section 10, except the West Fifty Feet (W 50') thereof, except the North Fifty Feet (N 50') thereof, and except the East Fifty Feet (E 50') thereof, in Township 3 South, Range 67 West of the 6th Principal Meridian, containing Six Hundred Twenty-two (622) acres, more or less.

**Owner** represents that it owns the underlying fee and hereby covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof that **Owner** shall abide by each of the following covenants running with the land. In addition, the **United States** shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the **United States** shall have no affirmative duty to enforce any of the following covenants herein agreed as follows:

1. Except as herein expressly conveyed, this release of the easement is made and accepted on the condition that **Owner** shall have no right of use, license, easement, servitude, or usufruct

*Enclosure 6*



