



Dedicated to protecting and improving the health and environment of the people of Colorado

Covenant Information:

Covenant Date 2/24/2016
Last Modified 1/1/4000
Self Reporting

Media of Concern:

Surface Water:
Ground Water:
Air:
Soil:
Other:

Institutional Control ID: RSNOT00018

Site Contact Information:

Owner Corp: Vernon Dalke
Contact Name: Vernon Dalke
Contact Address: 8935 E Colfax Ave
Contact City: Aurora
Contact State: CO
Contact Zip: 80010
Contact Phone: 303-341-4961

Contaminants of Concern:

Tetrachloroethylene (PCE), Trichloroethylene (TCE), CIS 1,2 Dichloroethylene (DCE)

Property Restrictions:

- 1:** Residential use is prohibited.
- 2:** No excavation, drilling, grading, digging, tilling, etc. is allowed, except as authorized in a "remedial decision" document.
- 3:** No groundwater shall be removed except as authorized by Colorado Department of Public Health and Environment HMWMD.
- 4:** Construction of new structures intended for human occupation shall be installed with a vapor mitigation system.
- 5:** The Water Quality Control Division shall be notified that groundwater is contaminated if dewatering permit is requested.

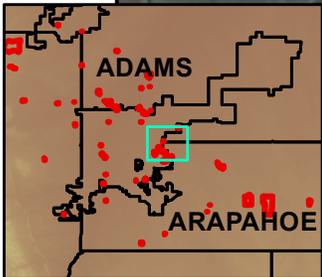
Site Information:

ID: CO0000077180
Name: Dalke Laundry and Dry Cleaning
Address: 8935 E Colfax Ave.
City: Aurora
State: CO
Zip: 80010

Legal Description:

See Institutional Control

DALKE LAUNDRY AND DRY CLEANING



**This property is subject to a
Notice of Environmental Use Restrictions
imposed by the
Colorado Department of Public Health and Environment
pursuant to section 25-15-321.5, Colorado Revised Statutes**

Notice of Environmental Use Restrictions

WHEREAS, 1954 Corporation Inc. ("OWNER"), is the owner of certain property commonly referred to as Dalke's Dry Cleaning, located at 8905 and 8935 East Colfax Avenue, Aurora, Colorado, 80010, more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Property"); and

WHEREAS, the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department"), which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to issue Notices of Environmental Use Restrictions (a/k/a "Restrictive Notices") pursuant to § 25-15-320(4)(a) of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.; and

WHEREAS, for purposes of indexing in the County Clerk and Recorder's office Grantor-Grantee index only, 1954 Corporation Inc., shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, pursuant to Compliance Order No. 12-08-01-01 and Civil Case No. 2013CV30912 in Adams County District Court, the Property is the subject of enforcement and remedial action pursuant to the Colorado Hazardous Waste Act, § 25-15-301, *et seq.*, C.R.S.; and

WHEREAS, the purpose of this Restrictive Notice is to ensure protection of human health and the environment by preventing the potential human exposure to perchloroethylene ("PCE") and its degradation byproducts, and by preventing the further migration of PCE and its degradation byproducts that are entrained in environmental media located beneath the Property; and

WHEREAS, the Department issues this Restrictive Notice as provided in Article 15 of Title 25, Colorado Revised Statutes;

NOW, THEREFORE, the Department issues this Restrictive Notice pursuant to § 25-15-321.5, C.R.S. The Property described in Attachment A shall hereinafter be subject to the following

requirements set forth in paragraphs 1 through 13 below, which shall be binding on OWNER and all persons now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Restrictive Notice, the term OWNER means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Use restrictions. The following uses are prohibited on the Property:
 - a) Residential use is prohibited on the Property. The term “residential use” means use of a building or part of a building as a dwelling (i.e., as a place to sleep, eat and bathe). Dwellings include single family homes, apartments, condominiums, manufactured housing, assisted living facilities and nursing homes, but do not include motels, hospitals and other buildings used only for short-term lodging.
 - b) Schools, parks, playgrounds, day care centers and other uses that could routinely expose children to residual soil contamination are prohibited on the Property.
 - c) No excavation, drilling, grading, digging, tilling or any other soil-disturbing activity is allowed on the Property, except as authorized in a remedial decision document or environmental sampling plan that has first been reviewed and approved by the Department.
 - d) No ground water may be withdrawn or used for any purpose, except as authorized in a remedial decision document or environmental sampling plan that has first been reviewed and approved by the Department.
 - e) Nothing in the preceding shall prohibit the installation or use of monitoring or remedial wells, as authorized in a remedial decision document or environmental sampling plan approved by the Department.
 - f) Actions that may damage or impair the proper functioning of any authorized remedial wells, including, but not limited to, monitoring, injection or treatment wells, are prohibited.
 - g) Any person applying for a construction dewatering permit on the Property must notify the Water Quality Control Division that the ground water is contaminated and that a restrictive notice has been imposed.
 - h) Activities that may disturb or damage the asphalt parking lot or concrete flooring of any buildings on the Property are prohibited, except as authorized in a remedial decision document or environmental sampling plan that has first been reviewed and approved by the Department. Such activities include, but are not limited to, digging, drilling, tilling, grading, excavation, and construction of any sort.

- i) OWNER shall not permit the construction of any new structures intended for human occupation on the Property without installation of a properly designed and constructed vapor intrusion mitigation system acceptable to a State of Colorado licensed Professional Engineer and approved by the Department that is designed to limit or preclude the presence of airborne contaminants within the structure, building or enclosed space in excess of applicable worker action levels shown in the Department's Air Screening Concentrations Table in effect at the time of construction. Once constructed, this mitigation system must be operated and maintained as specified in the Department's approval to prevent the intrusion of volatile organic compounds above the state standards.
- 2) Restrictive Notice serves as an interim measure. The Department issues this Restrictive Notice as an interim measure to protect human health and the environment until further investigation and remediation occurs on the Property. Issuance of this Restrictive Notice does not constitute a remedial decision as that term is defined in § 25-15-101(13.5), C.R.S. The Department reserves the right to require OWNER to further investigate and remediate existing contamination on the Property.
- 3) Modifications. This Restrictive Notice shall remain and continue in full force and effect unless modified or terminated in accordance with this paragraph and pursuant to § 25-15-321.5, C.R.S. or any successor statute. OWNER may request that the Department approve a modification or termination of the Restrictive Notice. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Restrictive Notice will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Restrictive Notice shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:
- a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that an engineered feature or structure is no longer necessary;
 - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.
- 4) Conveyances. OWNER shall notify the Department at least fifteen (15) days prior to any conveyance of any interest in any or all of the Property. Thirty (30) days after any conveyance, OWNER shall provide the Department with a copy of the recorded deed transferring any interest in any or all of the Property and provide the name, mailing address and telephone number of the new OWNER. If the entire interest is not conveyed, OWNER shall provide an improvement survey plat that shows the property being conveyed.

5) Notice to Lessees. OWNER agrees to incorporate either in full or by reference the restrictions of this Restrictive Notice in any leases, licenses, or other instruments granting a right to use the Property.

6) Notification for proposed construction and land use. OWNER shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

7) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Restrictive Notice. Nothing in this Restrictive Notice shall impair any other authority the Department may otherwise have to enter and inspect the Property.

8) Third Party Beneficiary. The OWNER of the Property is a third party beneficiary with the right to enforce the provisions of this Restrictive Notice as provided in § 25-15-322, C.R.S.

9) No Liability. The Department does not acquire any liability under State law by virtue of issuing this Restrictive Notice.

10) Enforcement. The Department may enforce the terms of this Restrictive Notice pursuant to §25-15-322, C.R.S. OWNER may file suit in district court to enjoin actual or threatened violations of this Restrictive Notice.

11) Owner's Compliance Certification. OWNER shall execute and return a certification form provided by the Department, on an annual basis, detailing OWNER's compliance, and any lack of compliance, with the terms of this Restrictive Notice.

12) Severability. If any part of this Restrictive Notice shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

13) Notices. Any document or communication required under this Restrictive Notice shall be sent or directed to:

Richard Mruz
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

This Notice of Environmental Use Restrictions is issued by the Colorado Department of Public Health and Environment this 24th day of February, 2016.

ATTACHMENT A to Notice of Environmental Use Restrictions



Stewart Title Guaranty Company Commercial Services
(Denver)
55 Madison Street Suite 400
Denver, CO 80206

Date: December 18, 2015
File Number: 15000310100- Amendment No. 1
Property: 8905 East Colfax Avenue, Aurora, CO 80010
8935 East Colfax Avenue, Aurora, CO 80010

Please direct all Title inquiries to:

Laura Rihel
Phone: (303) 780-4041
Email Address: LRihel@stewart.com

SELLER:
1954 Corporation Inc., a Colorado corporation

Colorado Department of Law
Natural Resources & Environment Section
Hazardous and Solid Waste Unit
1300 Broadway, 7th Floor
Denver, CO 80203
Attn: Laura Kelly
Phone: 720.508.6301
Email: laura.kelly@coag.ogv
Attn: Kendall Griffin
Email: kendall.griffin@state.co.us
Delivery Method: Emailed

THIS REVISION INCLUDES THE FOLLOWING CHANGES:

Schedule A: Added Parcel II,

Schedule B-II: Amended Exception No.'s 10, 13, 14 and Added No. 16.

We Appreciate Your Business and Look Forward to Serving You in the Future.

ATTACHMENT A to Notice of Environmental Use Restrictions

ALTA Commitment (6/17/06)

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas 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 Schedules A and B and to the Conditions of this Commitment.

This 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 six 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 the fault of the Company.

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

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

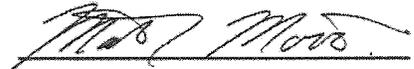
IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company




Matt Morris
President and CEO

Stewart Title Guaranty Company
Commercial Services (Denver)
55 Madison Street Suite 400
Denver, CO 80206
(303) 331-0333


Denise Carraux
Secretary

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File No. 15000310100
004-UN ALTA Commitment (6/17/06)

AMERICAN
LAND TITLE
ASSOCIATION



ATTACHMENT A to Notice of Environmental Use Restrictions

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 policy 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/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



ATTACHMENT A to Notice of Environmental Use Restrictions

SCHEDULE A

LEGAL DESCRIPTION

PARCEL I:

Lots 22 and 23, Block 32,

AURORA.

EXCEPT that portion condemned, opening and establishing of public alley-ways created by Final Decree recorded January 5, 1984 in Book 2827 at Page 166,

County of Adams,
State of Colorado.

PARCEL II:

Lots 20 and 21 and the South 5 feet of Lot 19, Block 32,

AURORA,

EXCEPT the rear 8 feet,

County of Adams,
State of Colorado.



ATTACHMENT A to Notice of Environmental Use Restrictions

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

File No.: 15000310100- Amendment No. 1

1. Effective Date: December 09, 2015, at 5:30 P.M.

2. Policy or Policies to be issued: Amount of Insurance
(a) A.L.T.A. Owner's Policy
Proposed Insured:

(b) A.L.T.A. Loan Policy
Proposed Insured:

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

Fee Simple

4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:

1954 Corporation Inc., a Colorado corporation

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

See Attached Legal Description

Purported Address:
8905 East Colfax Avenue
Aurora, CO 80010
8935 East Colfax Avenue
Aurora, CO 80010

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
Informational Title Commitment:

Fee:	\$500.00
X-Parcel Charge:	\$100.00
Schedule #: <u>R0095004</u>	
<u>R0095003</u>	



ATTACHMENT A to Notice of Environmental Use Restrictions

COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

File No.: 15000310100- Amendment No. 1

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, 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 the 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Covenant recorded June 8, 1981 in Book 2560 at Page 289.
10. Deed of Trust executed by Vernon L. Dalke and Violet D. I. Dalke to the Public Trustee of Adams County, dated May 2, 2002, in the principal amount of \$100,000.00, payable to First United Bank and recorded May 17, 2002 as Reception No. C0971147.
NOTE: Assignment to Colorado State Bank and Trust NA, recorded August 3, 2007 at Reception No. 2007000074681 and recorded at Reception No. 2007000074694.
NOTE: Assignment of Rents recorded May 17, 2002 as Reception No. C0971148.
NOTE: Assignment of Rents recorded August 3, 2007 at Reception No. 2007000074688 and recorded at Reception No. 2007000074730 and recorded September 20, 2007 at Reception No. 2007000089706.
NOTE: As to Parcel I.
11. Revocable License recorded November 17, 2003 at Reception No. C1239727.
12. Dalke's Laundry & Cleaners Building Redevelopment recorded December 1, 2003 at Reception No. C1244905.
13. Notice of Commencement of Action (Lis Pendens) recorded August 7, 2013 at Reception No. 2013000068964.
NOTE: As to Parcel I.
14. Notice of Assessment and Lien recorded September 17, 2014 at Reception No. 2014000063196.
NOTE: As to Parcel I.
15. Existing leases and tenancies.



ATTACHMENT A to Notice of Environmental Use Restrictions

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 15000310100- Amendment No. 1

The following are the requirements to be complied with:

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.



ATTACHMENT A to Notice of Environmental Use Restrictions

Figure of the Area with Use Restrictions



ATTACHMENT A to Notice of Environmental Use Restrictions

20050121000070320 Adams Co 1/2
01/21/2005 11:31:51AM \$.00
Carol Snyder, Clerk \$11.00

LF298-04
R298-04

QUITCLAIM DEED

2
2
1

THIS QUITCLAIM DEED, executed this _____ day of _____, 20____,

by first party, Grantor, DALKE VERNON L AND
DALKE VIOLET D I
whose post office address is: 8935 E COLFAX AVE
AURORA, CO 80010-1720

to second party, Grantee, 1954 CORPORATION INC.
whose post office address is 8935-E COLFAX AVE
AURORA, CO 80010

WITNESSETH, That the said first party, for good consideration and for the sum of Dollars (\$ 10⁰⁰ + other VALUABLE CONSIDERATIONS) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of _____, State of _____ to wit:

LEGAL DESCRIPTION OF PROPERTY
SUB:AURORA SUBD BLK:32 LOT:20 LOT:21 DESC: AND S 5 FT OF LOT 19 EXC REAR 8 FT
SUB:AURORA SUBD BLK:32 LOT:22 LOT:23 DESC: EXC ALLEY

ATTACHMENT A to Notice of Environmental Use Restrictions

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

16. City of Aurora Rule and Order, creating permanent utility and drainage easement, recorded May 26, 1982 in Book 2647 at Page 617.
NOTE: As to Parcel II.



ATTACHMENT A to Notice of Environmental Use Restrictions

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Signature of Witness

Vernon L Dalke
Signature of First Party

Print name of Witness

VERNON L DALKE
Print name of First Party

Signature of Witness

Violet D I Dalke
Signature of First Party

Print name of Witness

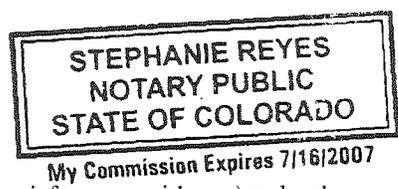
VIOLET D, I DALKE
Print name of First Party

State of Colorado }
County of Adams }

On 21st January, 2005 before me, Stephanie Reyes appeared Vernon L Dalke individually & as Attorney in fact for Violet D I Dalke personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Stephanie Reyes
Signature of Notary

Affiant Known Produced ID
Type of ID DL
(Seal)



State of _____ }
County of _____ }

On _____ before me, appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary

Affiant _____ Known _____ Produced ID
Type of ID _____
(Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer

ATTACHMENT A to Notice of Environmental Use Restrictions

480172

B 480172
BOOK 2827 PAGE 166

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

JAN 5 3 20 PM '84

STATE OF COLORADO)
) ss. IN THE DISTRICT COURT
COUNTY OF ADAMS)

No. 2722.

CITY OF AURORA , a Municipal
Corporation,

) Petitioner,

-vs-

O. E. ABBOTT, et al,

-----) Defendants.

FINAL DECREE
EXCEPT AS TO PARCELS
NUMBERED 665 and 666.

This Cause coming on this day to be heard
by the Court on the oral application of the Petitioner
herein, THE CITY OF AURORA, by its attorneys, HARRISON
& HARRISON, that a Final Decree be now entered in said
Cause except as to Parcels numbered 665 and 666;

And the Court finding that no objections
were filed to the petition on file herein, by any
one of the defendants in said cause, and default hav-
ing been duly entered against each and every defendant
herein, and the petition having been duly considered
by this Court the prayer of said petitioner was granted
and A. H. KRAMER, L. H. KELSO and J. B. GARRIE, were
duly appointed Commissioners to appraise and award the
value of the several parcels of land mentioned in said
petition, to appraise and award the damages, if any,
to remaining property by reason of the taking of said
parcels, and to make assessments for special benefits
on account of said improvements.

AND THE COURT FURTHER FINDING, that said
A. H. KRAMER, L. H. KELSO and J. B. GARRIE, duly quali-
fied as such Commissioners and made oath as required by

Filed in the District Court
of Adams County, Colorado,
Jan 31 1929
Geo. M. Omyrd, Clerk

law, such oath and qualification being on file herein, and that the Commissioners duly filed their Report in this Court, in writing and under oath, as required by law; and that a time was duly fixed by order of this Court, for filing objections to said Report, and the defendants and each of them, and each and every person named in said Report and all persons interested in said Report, having had due and proper notice of said Report, and the contents thereof, as required by law, and of the time set for the consideration of said Report, and of the limit of time within which objections might be filed thereto; and that none of the defendants filed objections to said Report except, the defendants, EDWARD V. DUNKLEB, CHARLES C. HALLETT, CHRISTINA HALLETT, SILVER STATE BUILDING AND LOAN ASSOCIATION, FRED C. MEYER AND GRADE E. STUCKER, who filed their objections in this Cause, and which objections except the objections of the said FRED C. MEYER have either been withdrawn, dismissed or disposed of; that the Report of the said Commissioners has been amended and modified by Court Order and notice of such amendment and time limit for objecting thereto has been duly given to the defendants and all persons in interest; that no objections were filed thereto and that each and all of the defendants and persons having or claiming any interest in the property effected by this proceeding are in default and default has been duly entered against them and each of them, except the defendant, FRED C. MEYER, whose objections are on file in the cause and whose rights or interest in these proceedings are not prejudiced or in any manner effected by the entry of this Final Decree;

BOOK 2827 PAGE 168

THE COURT FURTHER FINDS:

That no objections have been filed to the amended Report of Commissioners in the time limit allowed and that said Report as amended is in words and figures as follows, to-wit:

AND THE COURT FURTHER FINDING, that objections of FRED C. MEYER are now on file and have not been disposed of and that the same may hereafter be called up for trial and finally determined in all respects, the same as if this Decree had not been entered;

AND THE COURT FURTHER FINDING, that default was duly entered against each and every person named in said Report, and other persons in interest, duly served with a Notice of said Report, of the date for consideration of the same, who failed to file objections to said Report, as to the right of such persons and each of them to object to said Report, except as to the defendant, FRED C. MEYER, and the Court having fully considered said Report, and being fully advised in the premises:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That default be and it is hereby entered against all persons named in the Petition and in the Report of Commissioners in Condemnation as amended, on file herein, and against other persons in interest duly served with said Petition and Report and notice of the date of the consideration of same, who have failed to file any objections to said Petition and Report.

2. That the awards, findings and assessments of the Commissioners in Condemnation, as set forth in their Report and as amended, be and the same are hereby ratified, approved and confirmed, except as to parcels numbered 665 and 666, and are hereby made a part of this Decree; the total sum of said awards, being the sum of Twenty-Seven Thousand, Seven Hundred Eighty-Nine dollars and Fifty/100, (\$27,789.50); the total sum of general assessments against

the public generally of the CITY OF AURORA, being NO DOLLARS; the total sum of special assessments against AURORA SEWER DISTRICT NO. I, generally, being the sum of Two Hundred and Forty (\$240.00) dollars, and the total sum of special assessments against the property and the owners hereinbefore enumerated, being the sum of Twenty-Seven Thousand, Five Hundred Forty-Nine dollars and Fifty/100, (\$27,549.50).

3. That upon payment by the Petitioner, CITY OF AURORA, a Municipal Corporation of the State of Colorado, for the property described in the Commissioners' Report, as hereinbefore set forth, of the sums named in said Report, to the persons named as owners of or interested in said property, or to their heirs, successors or assigns, or such other person or persons having legal title to such property, which names and sums are set opposite to said description of property in said Report, as hereinbefore fully set forth, it, the said CITY OF AURORA, a Municipal Corporation of the State of Colorado, shall be, and it is hereby adjudged to be the owner in fee simple of the foregoing described parcels of land, hereinbefore described as being taken and for which awards have been made, lying and being in the County of Adams, State of Colorado, and described in said Report in words and figures as hereinbefore set forth in this Decree, and said payment shall be in cash or by warrants drawn upon a fund in which moneys are available for the immediate payment thereof, all of said real estate to be free and clear of all liens and encumbrances, general taxes and special assessments of every kind and nature whatsoever, and shall be authorized to enter upon and hold and use the same for the purposes set forth in the Petition

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herein, that is to say, for the OPENING AND ESTABLISH-
ING OF PUBLIC ALLEY-WAYS IN, THROUGH, OVER AND UPON:

BLOCKS NUMBERED, 17, 18, 19, 20, 22, 23,
25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37,
38, 39, 40, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52,
53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65,
66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78,
79 and 80, in Aurora, (a sub-division), and Blocks
numbered, ~~36~~, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45,
46, 47 and 48, in New England Heights, (a sub-division),
All in the CITY OF AURORA, County of Adams, State of
Colorado.

4. And in case the proper persons in interest cannot be located, or the title to said parcels or any of them shall be in dispute or questionable, or the defendants or any of them herein, refuse to receive any of the awards above named, or persons other than said defendants shall assert title thereto, or there shall be any liens or claims against said property described in said Report, then and in that event the Petitioner, CITY OF AURORA, shall pay into the Registry of this Court for the use of such person or persons as may be made to appear to the Court are the owners thereof, or entitled to the awards made therefor, the sums in cash respectively awarded for said parcels, or warrants immediately redeemable or payable in cash for said amounts drawn upon a fund in which there is cash available to pay same, payable to the Clerk of this Court for the use of the respective persons entitled to said awards, and thereupon the Petitioner herein, CITY OF AURORA, shall be entitled to and may have possession of said premises and may proceed with the proposed improvements.

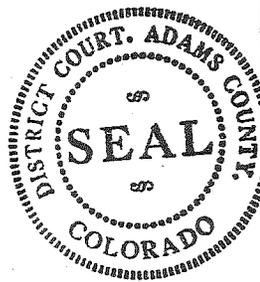
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5. That the Petitioner, CITY OF AURORA, pay the costs of this proceedings.

DONE AT Golden, COLORADO, in the First Judicial District of the State of Colorado, this 31st day of August, A. D. 1929.

BY THE COURT:

S. W. Johnson
Judge.



DISTRICT COURT
Adams County, Colorado
Date 12.16.29
Certified to be a full, true and correct copy of the original in my custody. Eloise Cohen, Clerk.
Seal
By Beth Street
Deputy Clerk

NOT WRITER
-7-
CITY OF AURORA