

QUIT CLAIM DEED

05/13/2021 07:34 AM

RF: \$33.00 DF: \$0.00

Arapahoe County Clerk, CO

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Joan Lopez, Clerk &amp; Recorder

Electronically Recorded

Prepared by: Rodney Nelson, Realty Specialist, U.S. Army Corps of Engineers, Omaha District, 1616 Capitol Ave., Omaha, Nebraska 68102, 605-341-3169 Ext 3620

After recording return to: U.S. Army Corps of Engineers, CENWO-RE-M, 1616 Capitol Ave., Omaha, NE 68102

## QUITCLAIM DEED

### I. PARTIES

THIS INDENTURE, made this 3rd day of May, 2021, between the UNITED STATES OF AMERICA (GRANTOR), acting by and through the Secretary of the Air Force, whose address is AFCEC/CI, 2261 Hughes Avenue, Suite 155, JBSA Lackland AFB TX 78236, pursuant to the powers and authority contained in 10 U.S.C. 2684a and 10 U.S.C. 2869, and the CITY OF AURORA, COLORADO, a home rule municipality of the counties of Adams, Arapahoe, and Douglas, hereinafter referred to as (GRANTEE), whose address is 15151 E. Alameda Parkway, Aurora, CO 80012.

### II. PROPERTY CONVEYED

WITNESSETH, for good and valuable consideration, the receipt of which is hereby acknowledged, for the exchange of real property by and between the GRANTOR and the GRANTEE, the GRANTOR, for and in consideration of the fee simple conveyance of approximately 8.416 acres of land located in the City of Aurora, County of Arapahoe, State of Colorado, does by these presents hereby remise, release, and forever quitclaim unto the GRANTEE, and its assigns, all of the right, title and interest of the GRANTOR, in and to the following described real property (Property) in the County of Arapahoe, State of Colorado, to wit:

A parcel of land situated in the NE ¼ of Section 10, T4S, R66W of the 6<sup>th</sup> P.M., City of Aurora, County of Arapahoe, State of Colorado, being part of Buckley Air Force Base, more particularly described as follows:

Basis of Bearings is the east line of the NE ¼ of Section 10, T4S, R66W, of the 6<sup>th</sup> P.M. being S 00°54'07" E.

**COMMENCING** at the NE corner of Section 10, T4S, R66W of the 6<sup>th</sup> P.M. as described in the Buckley Air Force Boundary Survey recorded in the Arapahoe County Clerk and Recorder's Office, Reception Number B2751, said corner also being the Point of Beginning:

Thence S 00°54'07" E, and coincident with the east line of said NE ¼, a distance of 641.23 feet, to the northerly line of a parcel of land for highway purposes (right-of-way of S. H. 30) as recorded in Book 462 Page 43 in the Arapahoe County Clerk and Recorder's Office;

Thence N 58°38'11" W, and coincident with said northerly line a distance of 475.43 feet;

## SPECIAL WARRANTY DEED

THIS CONVEYANCE, made this 3rd day of May, 2021, between CITY OF AURORA, COLORADO, a home rule municipality of the counties of Adams, Arapahoe, and Douglas, hereinafter "GRANTOR", whose address is 15151 E. Alameda Parkway, Aurora, Colorado 80012, and the UNITED STATES OF AMERICA, of Washington, DC., hereinafter GRANTEE, whose address is AFCEC/CI, 2261 Hughes Avenue, Suite 155, JBSA Lackland TX 78236. This conveyance consists of two sections.

1. **Section 1: Conveyance with Special Warranty of Title.** For good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR hereby grants, conveys, and warrants unto the GRANTEE the following described real property (hereinafter referred to as the "Subject Lands"):

A parcel of land situated in the NE ¼ of Section 26, Township 4 South, Range 66 West of the 6<sup>th</sup> Principle Meridian, City of Aurora, County of Arapahoe, State of Colorado, more particularly described as follows:

**COMMENCING** at the NE corner of said Section 26;

Thence coincident with the north line of said Section 26, S89°28'10"W, a distance of 2025.00 feet to the **Point of Beginning**;

Thence coincident with the westerly line of existing clear zone boundary, Book 4080, Page 225, Arapahoe County, S28°30'36"E, a distance of 905.88 feet;

Thence S59°43'28"W, a distance of 436.50 feet;

Thence N29°22'21"W, a distance of 1160.52 feet to a point on the north line of Section 26;

Thence coincident with the north line of said Section 26, N89°28'10"E, a distance of 513.82 feet to the **Point of Beginning**.

The above described parcel containing 458,779 square feet (10.532 acres) more or less.

Bearings based on the north line of Section 26, Township 4 South, Range 66 West of the 6<sup>th</sup> Principal Meridian, being N89°28'10"E.

The acquiring federal agency is the United States Air Force.

This Deed drafted by Rodney Nelson, Realty Specialist, U.S. Army Corps of Engineers, Omaha District, 1616 Capitol Avenue, Suite 9000, Omaha, Nebraska 68102, 605-341-3169 Ext 3620

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereof to the same belonging or in anywise appertaining to the use, benefit, and behalf of the Grantee, its successors and assigns, forever.

The Grantor, for itself and its successors, does hereby covenant and agree that it will **WARRANT AND FOREVER DEFEND** title to the above premises unto the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, excepting from Grantor's warranty, however, all easements, rights-of-way, restrictions, exceptions, and reservations of recording, including but not limited to reservations or exceptions contained in Patents affecting the Subject Lands or in the acts authorizing the issuance of such Patents and further excepting from Grantor's warranty all existing easements and statutory exceptions.

2. **Section 2. Quitclaim of Certain Interest.** **FOR THE SAME CONSIDERATION SET OUT ABOVE.** Grantor, for itself, its successors and assigns, hereby releases and quitclaims to the Grantee, all right, title, and interest which the Grantor may have in the banks, beds, and waters of any streams bordering the Subject Lands, and also all interest in alleys, roads, streets, ways, strips, gores, or railroad rights of abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Conveyance on the date set forth above.

City of Aurora, Colorado, a home rule city  
and municipal corporation

Attest:

By: Mike Coffman  
Mayor

By: Kadee Rodriguez  
City Clerk

ACKNOWLEDGMENT

STATE OF COLORADO           )  
  ) ss  
COUNTY OF ARAPAHOE       )

The foregoing instrument was acknowledged before me this 3RD day of MAY 2021 by Mike Coffman in his capacity as Mayor for the City of Aurora, Colorado.

Witness my hand and official seal.

Cheryl Lee Daniels  
NOTARY PUBLIC

My commission expires: MAY 23, 2021

Cheryl Lee Daniels  
Notary Public  
State of Colorado  
Notary ID 20014011257  
My Commission Expires May 23, 2021

Reviewed by:

Hector Reynoso  
By: Hector Reynoso, Manager of Real Property Services

Approved as to form: For the City of Aurora

Michelle Gardner  
By: Michelle Gardner, Senior Assistant City Attorney

Thence coincident with said northerly line and along a curve to the left having (a chord bearing of N 69°17'11" W, a chord distance of 1077.45 feet), a radius of 2915.00 feet, a central angle of 21°18'01", and an arc length of 1083.68 feet, to the north line of the NE ¼ of Section 10, T4S, R66W, of the 6<sup>th</sup> P.M.

Thence N 89°29'06" E, and coincident with the said north line, a distance of 1403.72 feet, to the Point of Beginning.

Containing 366,581 square feet (8.416 acres) more or less

NOW THEREFORE by acceptance of this Quitclaim Deed and any rights hereunder, GRANTEE for itself, its successors and assigns, agrees that conveyance of the Property by this Quitclaim Deed, is accepted subject to the following reservations, conditions, covenants, and restrictions set forth below, which shall run with the land:

### III. RESERVATIONS

A. Reserving unto the Grantor, including the United States Environmental Protection Agency ("EPA") and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities owned or controlled by the Grantee at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.
4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section V. of this Deed including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.
5. To monitor any environmental restrictive covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity registered in the State to monitor environmental covenants

#### **IV. SUBJECT TO THE FOLLOWING**

A. SUBJECT TO such rights, if any, as third persons may have in the Property at the date of this Quitclaim Deed by virtue of any grant from the United States or others, and GRANTEE shall assume all duties, obligations, and liabilities of GRANTOR with regard to such rights of third persons;

B. AND SUBJECT TO all covenants, easements, restrictions and rights-of-way of record and any other restrictions, reservations or exceptions contained in or referred to in any United States or Colorado State patents of record;

C. AND SUBJECT TO existing easements for public roads and highways, public utilities, railroads, and pipelines, as now located upon, over, and across the above-described tracts.

#### **V. CONDITIONS AND COVENANTS**

##### **A. CERCLA NOTICE**

Pursuant to section 120(h)(4)(D)(i) of CERCLA, the United States warrants that any response action or corrective action found necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

##### **B. CERCLA COVENANT**

The United States retains and reserves a perpetual and assignable right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

##### **C. RIGHT OF ACCESS**

In exercising such right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the right of access hereby retained and reserved by the United States.

In exercising such right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property."

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, the 16 day of APRIL, 2021.

UNITED STATES OF AMERICA  
By its Secretary of the Air Force

By: James E. Fitzpatrick  
JAMES E. FITZPATRICK, P.E.  
Acting Director, Installations Directorate

STATE OF TEXAS                    )  
  ) ss  
COUNTY OF BEXAR                )

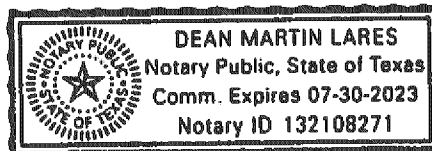
On 16 April 2021, before me, Dean M. Lares, a Notary Public in and for said state, personally appeared James E. Fitzpatrick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dean M. Lares  
Notary Public in and for said State

Parcel 13A - Quitclaim Deed  
Buckley AFB

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