



02/14/2019 11:12 AM
City & County of Denver

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PERMANENT EASEMENT

THIS PERMANENT EASEMENT (this "Easement") is granted as of January 2, 2019 (the "Effective Date") by **CLAYTON EARLY LEARNING**, Trustee of the George W. Clayton Trust, as Agent for the City and County of Denver, whose address is 3801 Martin Luther King Boulevard, Denver, Colorado 80205 ("Grantor"), to the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and home rule city of the State of Colorado, with an address of 1437 Bannock Street, Denver, Colorado 80202 ("Grantee" or "City").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys, and transfers unto Grantee, its contractors, subcontractors, and its successors and assigns, an exclusive, perpetual easement in, on, over, under, and through that real property which is legally described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Area"), which real property is located in the City and County of Denver, State of Colorado, for the purpose of the construction, maintenance, operation, use, repair, replacement, or reconstruction of a storm water detention facility, including associated channels, pipes, and related improvements and appurtenances within the Easement Area (the "Improvements").

Grantor shall have the right to use and enjoy the Easement Area, subject to the rights herein granted. Grantor agrees not to build, create, construct or permit to be built, created or constructed, any obstruction, building, fence, or other structures over, under, on or across the Easement Area without prior written consent of Grantee's Executive Director of Public Works. Nothing herein shall impair Grantee's police powers.

Grantor further understands and agrees that with respect to the Easement Area, all laws, ordinances, and regulations pertaining to stormwater drainage, streets, sidewalks, and public places, as may be applicable, shall apply so that the public use of the Improvements and the Easement Area is consistent with the use and enjoyment of any dedicated public right-of-way or public stormwater drainage systems, as may be applicable.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor upon receipt of written notice from the City or, if Grantor does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for all costs and expenses incurred by the City in enforcing the terms of this Easement.

All obligations of the Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City. Grantee shall have all rights, privileges and benefits necessary or convenient for the full use and enjoyment of the Easement Area subject to the terms of this Easement.

The rights granted herein may be assigned in whole or in part, and the terms, conditions,

and provisions of this Easement are a covenant running with the land and shall extend to, and be binding upon, the successors and assigns of Grantor and Grantee.

GRANTOR:

CLAYTON EARLY LEARNING,
as Trustee of the George W. Clayton Trust,
as Agent for the City and County of Denver

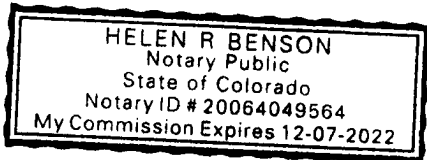
By: Charlotte M. Brantley
Charlotte M. Brantley,
President & Chief Executive Officer

STATE OF Colorado)
) ss
COUNTY Denver)

The foregoing instrument was acknowledged before me on January 3rd, 2019 ^{#16} by Charlotte M. Brantley, as President and Chief Executive Officer of Clayton Early Learning, as Trustee of the George W. Clayton Trust, as Agent for the City and County of Denver.

Witness my hand and official seal.

My commission expires: 12-07-2022



Helen R Benson
Notary Public

Exhibit A
(Legal Description of Easement Area)

EXHIBIT A**PERMANENT EASEMENT AREA****PAGE 1 OF 3****MARCH 23, 2018**

A PARCEL OF LAND CONTAINING 1,087,720 SQUARE FEET, MORE OR LESS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 19, WHENCE THE CENTER ONE-QUARTER CORNER OF SAID SECTION 19 BEARS N00°03'09"E, A DISTANCE OF 1,324.50 FEET.

THENCE N89°56'42"W, A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF DAHLIA ST. (74' R.O.W.) AND THE **POINT OF BEGINNING**.

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF DAHLIA ST. (74' R.O.W.) S00°03'27"W, A DISTANCE OF 449.32 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE N90°00'00"W, A DISTANCE OF 226.60 FEET;

THENCE N02°24'53"W, A DISTANCE OF 651.77 FEET;

THENCE N90°00'00"W, A DISTANCE OF 742.85 FEET TO THE EAST LINE OF PARK HILL TOWN CENTER SUBDIVISION, FILING NO. 1, RECORDED AT RECEPTION NO. 2004129062, CITY AND COUNTY OF DENVER RECORDS;

THENCE ALONG SAID EAST LINE OF PARK HILL TOWN CENTER SUBDIVISION, FILING NO. 1, RECORDED AT RECEPTION NO. 2004129062, CITY AND COUNTY OF DENVER RECORDS, N00°07'53"E, A DISTANCE OF 992.87 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SMITH RD. (R.O.W. VARIES);

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF SMITH RD. (R.O.W. VARIES) AND THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5,607.93 FEET, A DELTA ANGLE OF 02°14'41", AN ARC LENGTH OF 219.71 FEET, A CHORD BEARING S87°40'03"E, A DISTANCE OF 219.70 FEET;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF SMITH RD. (R.O.W. VARIES) AND ALONG THE SOUTH LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2013029217 (R.T.D. PARCEL EC-78A), CITY AND COUNTY OF DENVER RECORDS, THE FOLLOWING SEVEN (7) COURSES;

- 1) S02°57'59"W, A DISTANCE OF 3.25 FEET;
- 2) S81°53'56"E, A DISTANCE OF 369.97 FEET;
- 3) S78°37'22"E, A DISTANCE OF 260.34 FEET;
- 4) S67°38'27"E, A DISTANCE OF 49.23 FEET;
- 5) N89°20'13"E, A DISTANCE OF 81.19 FEET;

PERMANENT EASEMENT AREA CONT.
PAGE 2 OF 3
MARCH 23, 2018

- 6) S47°17'33"E, A DISTANCE OF 22.71 FEET;
- 7) S15°06'52"E, A DISTANCE OF 45.07 FEET TO SAID WEST RIGHT-OF-WAY LINE OF DAHLIA STREET (74' R.O.W.);

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF DAHLIA ST. (74' R.O.W.) S00°03'09"W, A DISTANCE OF 1,002.36 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,087,720 SQUARE FEET OR 24.971 ACRES, MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE CONNECTING THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 19 (FOUND AXLE IN MONUMENT BOX), AND THE CENTER ONE-QUARTER CORNER OF SAID SECTION 19 (FOUND 3-1/4" ALUMINUM CAP IN A MONUMENT BOX, ILLEGIBLE), BEARING N00°03'09"E.

PREPARED BY: RICHARD D. MUNTEAN, CO PLS 38189
FOR AND ON BEHALF OF:
105 WEST, INC.
4201 E. YALE AVE., SUITE 230
DENVER, CO 80222

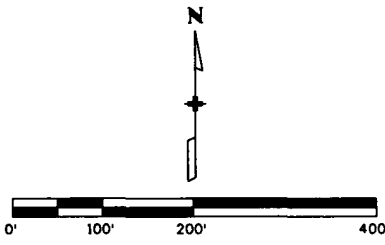
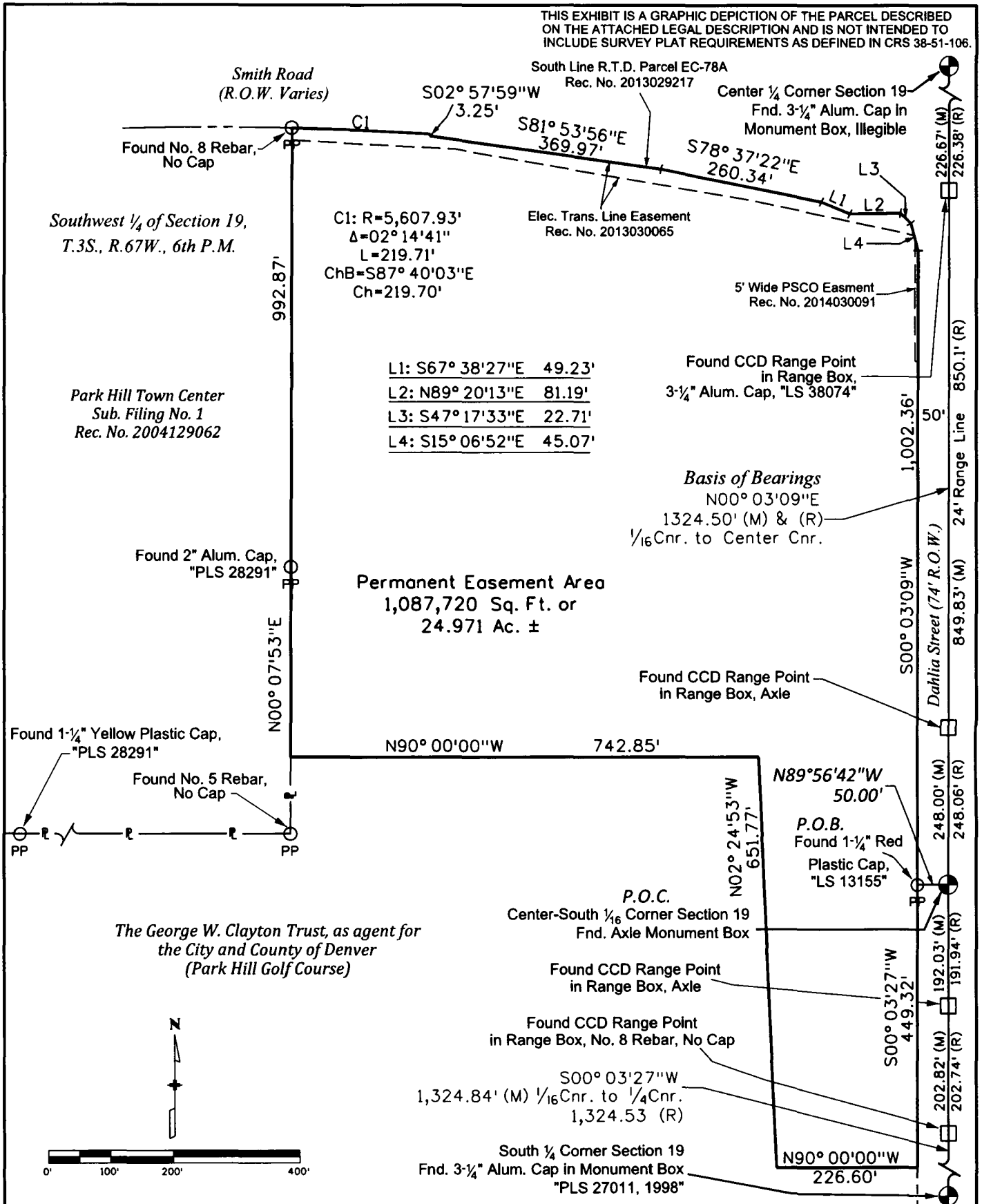


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Job No.: 133-0007
Scale: 1" = 200'
Date: March 23, 2018
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Drawn By: SDB

PARK HILL GOLF COURSE PERMANENT EASEMENT
SW 1/4 SECTION 19, T. 3 S., R. 67 W., 6TH P.M.
CITY & COUNTY OF DENVER, COLORADO

105WEST
INCORPORATED

4201 E. Yale Ave., Suite 230
Denver, CO 80222
303.859.4491