10/26/2017 01:53 PM R $0.00
City & County of Denver EAS
2017140937
Page: 1 of 9
D $0.00

Insert Project Number: 2015-PM-620

PERMANENT NON-EXCLUSIVE EASEMENT

[2100 South Josephine Street, Denver, Colorado]

This Permanent Non-Exclusive Easement ("Easement"), made this 27th day of September, 2017, between 2100 S. Josephine, LLC, a Washington limited liability company ("Grantor(s)" or "Owner(s)") and the CITY AND COUNTY OF DENVER, a home rule city and municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee")

For and in consideration of connection to city wastewater facilities and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. The Grantor(s) are the owner of the property commonly known and addressed as 2100 South Josephine Street, Denver, Colorado (the "Property"), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned storm sewer vault with or without pump(s) with outlet pipes (collectively the "Facilities").

2. The Grantor(s) are jointly and severally responsible for the maintenance and service of such Facilities to ensure conformance with all applicable plans and standards approved by the City.

3. The Grantor(s) hereby grant(s) and convey(s) a permanent non-exclusive easement to the City under, in, upon, across and over the land described in Exhibit B attached hereto and incorporated herein ("Access Easement Area") for the purpose of ingress and egress to the Easement Area together with any and all rights necessary or convenient to the City to accomplish such purposes. The Grantor(s) hereby grant(s) and convey(s) a permanent non-exclusive easement to the City under, in, upon, across and over the land described in Exhibit C attached hereto and incorporated herein ("Utility Easement Area"), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights necessary or convenient to the City to accomplish such purposes.

4. The Grantor(s) shall pay for and be responsible for all costs to construct, reconstruct, repair and maintain the Property, the Easement Area and all Facilities within the Easement Area to ensure conformance with all applicable plans and standards relating to the Facilities approved by the City. The City shall not be responsible for any construction, repairs, maintenance, cleaning, snow removal or any other services on the Property, within the Easement Area or of the Facilities.

5. If, in the sole opinion of the City's Manager of Public Works, Facilities are not properly maintained, constructed, repaired, or serviced by Grantor(s), the City shall give notice to the Grantor(s) and if maintenance, construction, repairs, servicing, or corrections are not made within the time designated in such notice, the City is authorized, but not required, to make or have made maintenance, construction, repairs, servicing or corrections. If the City performs such maintenance, construction, repair, servicing or correction, the City shall charge and collect the cost thereof from the Grantor(s). However, in cases of emergency, as solely determined by the City's Manager of Public Works, the City may choose to make immediate maintenance, servicing, repairs or corrections and to collect the cost thereof from the Grantor(s) without notice.

6. The Grantor(s) shall in no way consider or hold the City or its personnel liable for trespass in the performance of any of the maintenance, construction, repairing, servicing, correcting or other activities referred to herein. Grantor(s) hereby agree to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Easement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City. Grantor(s) duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Grantor(s) duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages. Grantor(s) will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy. This defense and indemnification obligation shall survive the termination of this Easement.

7. If the Grantor(s) form an Owners Association to hold title to and/or administer the use, construction, repair, servicing and maintenance of the Facilities, the declaration or any similar instrument for any such Owners Association shall clearly state that the Owners Association has joint and several financial responsibility for the maintenance and repair of such Facilities, and the indemnity provisions of this Easement.

8. This Easement shall run with the land and shall be binding upon, jointly and severally, and shall inure to the benefit of, the parties hereto, their heirs, successors, or assigns.

9. This Permanent Non-Exclusive Easement shall be recorded in the Denver County real property records.

10. Notices required hereunder shall be in writing and shall be personally delivered or mailed by registered and certified United States mail, postage prepaid, return receipt requested to the following address, or at such other addresses that may be specified in writing:

If to City: Manager of Public Works
201 W. Colfax, Department 608
Denver, CO 80202

If to Grantor(s): 609 E. Speer Blvd., Suite 200
Denver, CO 80203-4245
Attn: Scott Sepic

11. All obligations of the City pursuant to this Easement, if any, are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Easement and paid into the Treasury of the City.

IN WITNESS WHEREOF, the Grantor(s) hereto have executed this Permanent Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

2100 S. Josephine, LLC, a Washington limited liability company

By: _____
Title: Scott Sepic, Manager

City and County of Denver)
) ss.
State of Colorado)

STEVEN ARIEL DE MATA-AQUINO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144012477
MY COMMISSION EXPIRES MARCH 19, 2018

The foregoing Permanent Non-Exclusive Easement was acknowledged before me this 27th day of September, 2017 by Scott Sepic as Manager of the 2100 S. Josephine, LLC, a Washington limited liability company.

Witness my hand and official seal.

My commission expires: March 19th, 2018

_____
Notary Public

Address: 3333 E 1ST AVE DENVER, CO 80206

2015-PROJMSTR-0000620-PNEE

EXHIBIT A
"PROPERTY"
SHEET 1 OF 2
LAND DESCRIPTION

LOTS 1 TO 6, INCLUSIVE, BLOCK 37,
UNIVERSITY PARK, AMENDED MAP,
CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINS ±23,357 SQ FT OR ±0.536 ACRES.

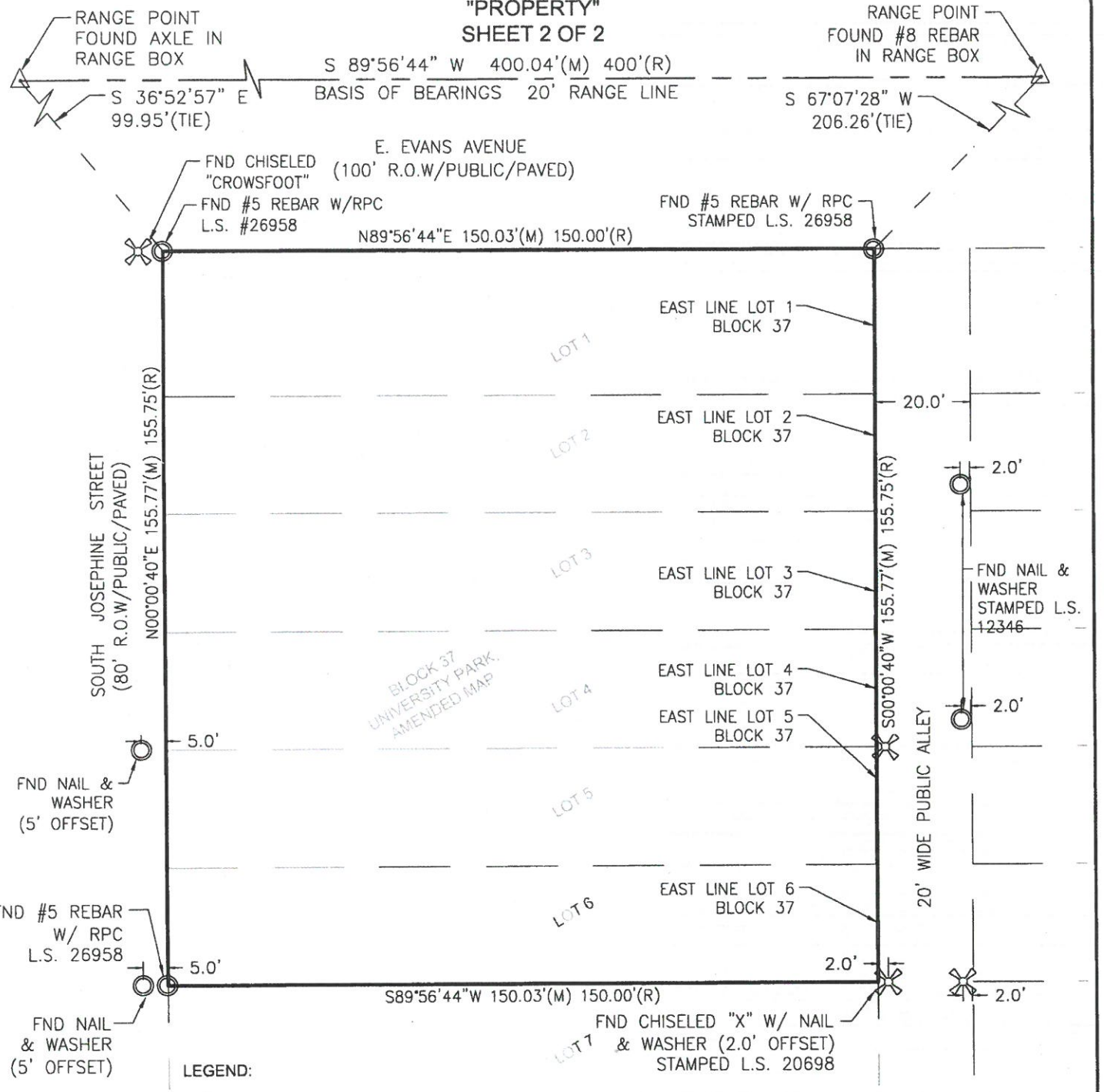
RICHARD BRUCE GABRIEL
COLORADO P.L.S. 37929

POWER™
Surveying Company, Inc.
Established 1948
150 W. 84TH AVENUE
THORNTON, COLORADO 80260
PH. 303-702-1617
FAX. 303-702-1488
WWW.POWERSURVEYING.COM

DRAWING BY: MB DATE: 5-19-17
PROJECT NO. 501-15-410(C)

2015-PROJMSTR-0000620-PNEE

EXHIBIT A
"PROPERTY"
SHEET 2 OF 2



LEGEND:

△	FOUND RANGE POINT AS NOTED
◎	FOUND MONUMENT AS NOTED
⊠	CHISELED "X"
(M)	AS MEASURED
(R)	RECORDED
RPC	RED PLASTIC CAP

N

0' 30' 60'

SCALE: 1' = 30'

SHEET 2 OF 2

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EXHIBIT B
"ACCESS EASEMENT AREA"
SHEET 1 OF 2
LAND DESCRIPTION

A PARCEL OF LAND SITUATE IN LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 37 OF UNIVERSITY PARK, AMENDED MAP ALSO BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE RANGE LINE LOCATED IN EAST EVANS AVENUE, BEING MONUMENTED AT THE INTERSECTION OF EAST EVANS AVENUE AND SOUTH JOSEPHINE STREET BE A FOUND AXLE IN A RANGE BOX AND MONUMENTED AT THE INTERSECTION OF EAST EVANS AVENUE AND SOUTH COLUMBINE STREET BY A FOUND #8 REBAR IN A RANGE BOX, BEARS SOUTH 89°56'44" WEST A DISTANCE OF 400.05 FEET (AS MEASURED) WITH ALL BEARINGS HEREON BEING RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 37 UNIVERSITY PARK AMENDED MAP; THENCE SOUTH 00°00'40" WEST, ALONG THE EAST LINE OF LOTS 1, 2, 3, 4 AND 5 OF SAID BLOCK 37, A DISTANCE OF 125.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°00'40" WEST, ALONG THE EAST LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 20.42 FEET;
THENCE DEPARTING THE EAST LINE OF SAID LOT 6, NORTH 89°59'20" WEST A DISTANCE OF 146.19 FEET;
THENCE PARALLEL WITH THE WEST LINE OF SAID BLOCK 37, NORTH 00°00'40" EAST A DISTANCE OF 125.58 FEET;
THENCE SOUTH 89°59'20" EAST A DISTANCE OF 51.67 FEET;
THENCE SOUTH 00°00'40" WEST A DISTANCE OF 21.34 FEET;
THENCE NORTH 89°59'20" WEST A DISTANCE OF 29.50 FEET;
THENCE SOUTH 00°00'40" WEST A DISTANCE OF 83.83 FEET;
THENCE SOUTH 89°59'20" EAST A DISTANCE OF 124.02 FEET TO THE POINT OF BEGINNING.

CONTAINS ±5,945 SQ FT OR ±0.136 ACRES.

COLORADO LICENSED
RICHARD BRUCE GABRIEL
6/10/17
37929
PROFESSIONAL LAND SURVEYOR

RICHARD BRUCE GABRIEL
COLORADO P.L.S. 37929

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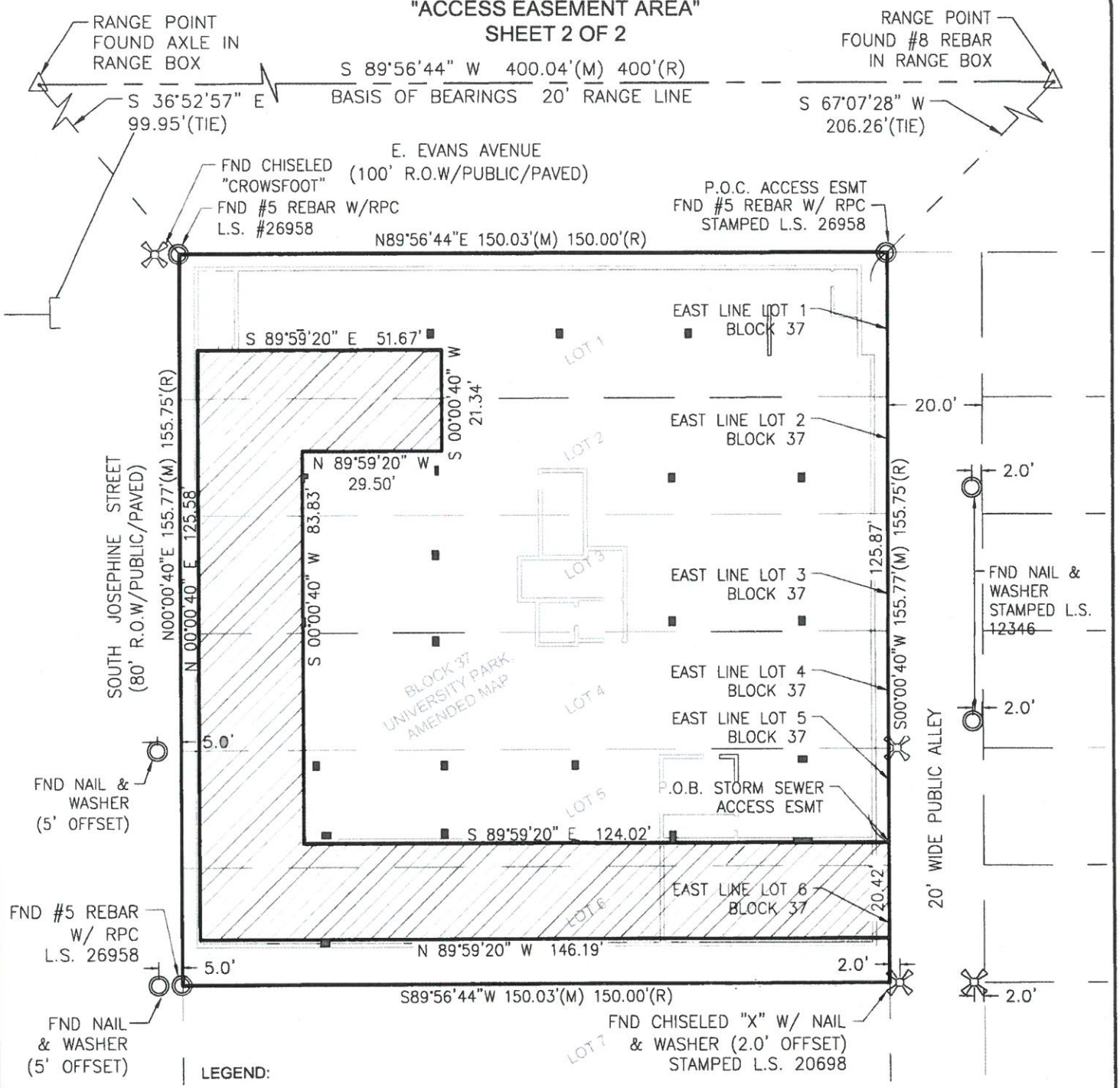
EXHIBIT B

"ACCESS EASEMENT AREA"

SHEET 2 OF 2



LEGEND:

△	FOUND RANGE POINT AS NOTED
◎	FOUND MONUMENT AS NOTED
✕	CHISELED "X"
(M)	AS MEASURED
(R)	RECORDED
RPC	RED PLASTIC CAP

N

0' 30' 60'

SCALE: 1' = 30'

SHEET 2 OF 2

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EXHIBIT C
"UTILITY EASEMENT AREA"
SHEET 1 OF 2
LAND DESCRIPTION

A PARCEL OF LAND SITUATE IN LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 37 OF UNIVERSITY PARK, AMENDED MAP ALSO BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE RANGE LINE LOCATED IN EAST EVANS AVENUE, BEING MONUMENTED AT THE INTERSECTION OF EAST EVANS AVENUE AND SOUTH JOSEPHINE STREET BE A FOUND AXLE IN A RANGE BOX AND MONUMENTED AT THE INTERSECTION OF EAST EVANS AVENUE AND SOUTH COLUMBINE STREET BY A FOUND #8 REBAR IN A RANGE BOX, BEARS SOUTH 89°56'44" WEST A DISTANCE OF 400.05 FEET (AS MEASURED) WITH ALL BEARINGS HEREON BEING RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 37 UNIVERSITY PARK AMENDED MAP;
THENCE SOUTH 00°00'40" WEST, ALONG THE EAST LINE OF LOTS 1, 2, 3, 4 AND 5 OF SAID BLOCK 37, A DISTANCE OF 125.87 FEET;
THENCE DEPARTING THE EAST LINE OF SAID LOT 6, NORTH 89°59'20" WEST A DISTANCE OF 124.02 FEET;
THENCE NORTH 00°00'40" EAST A DISTANCE OF 83.83 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°59'20" WEST A DISTANCE OF 1.84 FEET;
THENCE NORTH 00°00'40" EAST A DISTANCE OF 21.34 FEET;
THENCE SOUTH 89°59'20" EAST A DISTANCE OF 31.34 FEET;
THENCE SOUTH 00°00'40" WEST A DISTANCE OF 21.34 FEET;
THENCE NORTH 89°59'20" WEST A DISTANCE OF 29.50 FEET TO THE POINT OF BEGINNING.

CONTAINS ±669 SQ FT OR ±0.015 ACRES.

COLORADO LICENSED
RICHARD BRUCE GABRIEL
8/10/17
37929
PROFESSIONAL LAND SURVEYOR

RICHARD BRUCE GABRIEL
COLORADO P.L.S. 37929

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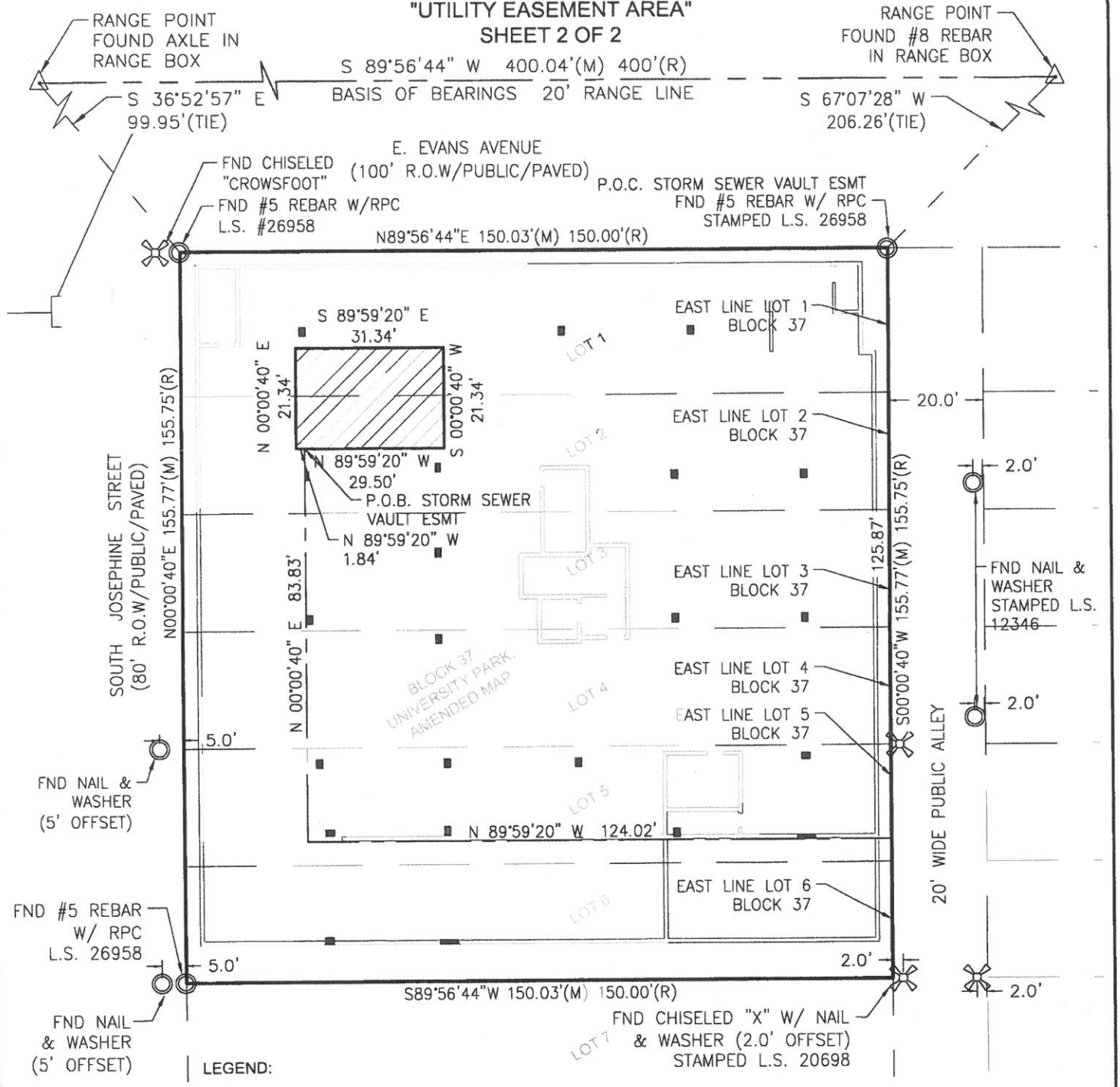
EXHIBIT C

"UTILITY EASEMENT AREA"

SHEET 2 OF 2



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RPC	RED PLASTIC CAP

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0' 30' 60'

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