



02/18/2020 02:01 PM
City & County of Denver
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Division of Real Estate | City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

PERMANENT EASEMENT FOR RIGHT-OF-WAY AREA

THIS PERMANENT EASEMENT, made this 15th day of FEBRUARY, 2020, between **FIRST CREEK VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantor”) and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee a permanent easement, including the perpetual right to enter upon the lands hereinafter described at all times to construct, reconstruct, maintain, service, operate, use, and repair a right-of-way, traffic control devices, street lights, landscaping, utilities, sidewalks and any necessary appurtenances thereto and to the right-of-way (“Improvements”), upon, over, through and across the lands hereinafter described, together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of said Improvements. Nothing herein shall require the Grantee to construct, reconstruct, maintain, service or repair such Improvements.

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, under, below and through the land described as follows (the “Property”):

**SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN**

To have and hold such easement unto the Grantee and unto its successors and assigns forever, or until fee title to alternative right-of-way is conveyed to Grantee by Grantor.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this Permanent Easement in the Property. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Property. Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this paragraph.

Grantor further understands and agrees that with respect to the Property, all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Improvements and the Property is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Improvements.

Except to the extent necessary to construct the Improvements and as necessary to achieve the purposes of this Easement, Grantee shall cause the repair and/or restoration of damage caused by Grantee, its agents, contractors, or subcontractors to adjacent lands during construction, repair, maintenance and operation of the Improvements. The damage cause by Grantee shall be as mutually agreed upon by Grantor and Grantee. All obligations of the Grantee for repair and/or restoration of any and all damage is subject to prior appropriation of monies expressly made by the Denver City Council and paid into the Treasury of the City and County of Denver.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

To the extent allowed by Colorado law, Grantor shall indemnify, defend and hold harmless the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the environmental condition of the Property, including the existence of any hazardous material, substance or waste.

All obligations of the Grantor are subject to prior appropriation of monies expressly made by the Grantor's Board of Directors for the purposes set forth herein.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals on this 18TH day of FEBRUARY, 2020.

FIRST CREEK VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the state of Colorado

By: [Signature]
Name: BRANDON S. WYSZYNSKI
Title: BOARD PRESIDENT

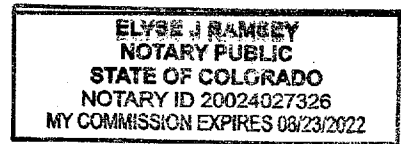
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18TH day of FEBRUARY, 2020 by BRANDON SWYSZYNSKI, as BOARD PRESIDENT of **FIRST CREEK VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the state of Colorado.

Witness my hand and official seal.

My commission expires: Aug 23, 2022

[Signature]



Notary Public

EXHIBIT A
(documents to follow)

2016-PROJMSTR-0000757-EASE-002

LEGAL DESCRIPTION

A PORTION OF TRACT D, FIRST CREEK VILLAGE FILING NO. 1, AS RECORDED AT RECEPTION NO. 2018157835 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDERS OFFICE, CITY AND COUNTY OF DENVER, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 18;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, SOUTH 89°41'34" WEST, A DISTANCE OF 697.33 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT D;

THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY BOUNDARY, NORTH 00°12'22" WEST A DISTANCE OF 21.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 52°55'26" EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73°44'23", AN ARC LENGTH OF 64.35 FEET, TO SAID EASTERLY BOUNDARY;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°12'22" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.009 ACRES, (409 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS
 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38256
 FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
 300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122
 (303) 718-1898

ILLUSTRATION TO LEGAL DESCRIPTION

