



08/18/2017 10:42 AM
City & County of Denver

R \$0.00

EAS

2017107806

Page: 1 of 6

D \$0.00

17-34
Asset Management

PERMANENT EASEMENT

This **PERMANENT EASEMENT**, made this 8th day of August, 2017 (this "Easement") between **COLORADO VISITING NURSE ASSOCIATION, A COLORADO NON-PROFIT CORPORATION**, whose legal address is 390 Grant Street, Denver, CO 80203, ("Grantor") and the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 ("City" or "Grantee").

WITNESSETH:

That for 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 hereby bargain and sell and transfer and convey to Grantee, its successors and assigns, a non-exclusive and perpetual easement to enter upon the lands hereinafter described to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate, and reconstruct facilities for sewage and other uses, including related underground and surface facilities and appurtenances thereto (the "Improvements"), into, within, over, upon, across, through, and under the following described parcel of land (the "Property"):

*See Exhibit(s) A
Attached and incorporated by this reference*

To have and hold such permanent easement unto Grantee and unto its successors and assigns forever.

Grantor warrants and covenants with 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, wall, tree, utility installation, or other above or below ground obstruction that may interfere with the purposes for which this easement is granted is now or may be placed, erected, installed, or permitted upon the Property; provided, however, that Grantor may install fencing and irrigation systems on the Property. Grantee shall also have the right to trim or remove trees, bushes, undergrowth, and other obstructions on the Property interfering with or presenting a hazard to the location, construction, inspection, operation, maintenance, repair, removal, replacement, relocation, and reconstruction of the Improvements.

Grantor agrees that in the event the terms of this easement are violated, that such violation shall be corrected by Grantor in no less than thirty (30) days after receipt of written notice from Grantee (or such correction shall be commenced within such thirty (30)-day timeframe and diligently prosecuted towards completion), or Grantee may itself elect to correct or eliminate such violation at Grantor's expense after prior written notice to Grantor of such election. In the event Grantee elects to repair, reconstruct, maintain, or services the Improvements as a result of the above referenced violation, Grantor shall reimburse Grantee for any actual, reasonable costs or expenses incurred by Grantee to repair, reconstruct, maintain, or service the Improvements

Project No. _____ File No. _____

15837490

Asset Management
Date: 08/16/17

Approved
PK

Project Description:
PK
Colorado Visiting Nurse Association

(including costs incurred by Grantee to enforce the terms of this Easement) no less than thirty (30) days after receipt of evidence of such actual, reasonable costs or expenses.

Grantor grants to 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 Grantor, for the purpose of constructing, inspecting, operating, maintaining, repairing, removing, replacing, and reconstructing Improvements.

Grantor releases Grantee from any and all claims for damages arising in any way or incident to the construction, reconstruction, repair, replacement, and/or maintenance by the Grantee, or its agents, of the Improvements within of the Property, except to the extent such claims for damages arise from the gross negligence or willful misconduct of Grantee or its agents in completing the foregoing.

Grantor, its successors and assigns, may use the Property in any lawful manner that will not interfere with and is consistent with the easement granted herein. Grantee, to the extent practicable, agrees to restore landscaping (not including fencing or irrigation systems) on the Property to a condition similar to what it was prior to Grantee's activities to locate, construct, inspect, operate, maintain, repair, remove, replace, relocate, and reconstruct the Improvements. All obligations of Grantee are subject to prior appropriation of monies expressly made by City Council and paid into the Treasury of the City.

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.

Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses arising from the condition of the Property, including the existence of any hazardous material, substance or waste located on the Property, except to the extent such condition was caused solely by Grantee.

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.

_____ Project No. _____ File No. _____

“GRANTOR”

Signed and delivered this 8th day of August, 2017.

GRANTOR:

Visiting Nurse Corporation of Colorado, Inc.,

a Colorado nonprofit corporation

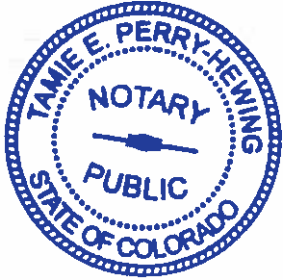
By: Christopher J. Lee
Printed Name: Christopher J. Lee
Title: President & CEO

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of August, 2017, by Claudia Golden as Executive Assistant of Colorado Visiting Nurse Association, a Colorado Non-Profit Corporation.

My commission expires: 7/18/2021, 2017.

WITNESS my hand and official seal. Tamie E. Perry-Hewing
Notary Public



Project No. _____ File No. _____

Exhibit A

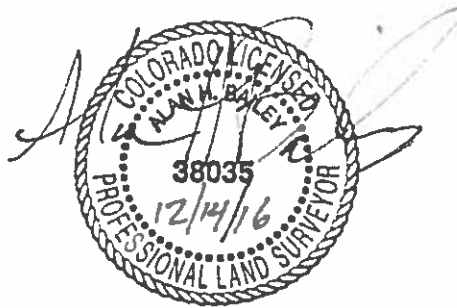
_____ Project No. _____ File No. _____

PARCEL DESCRIPTION:

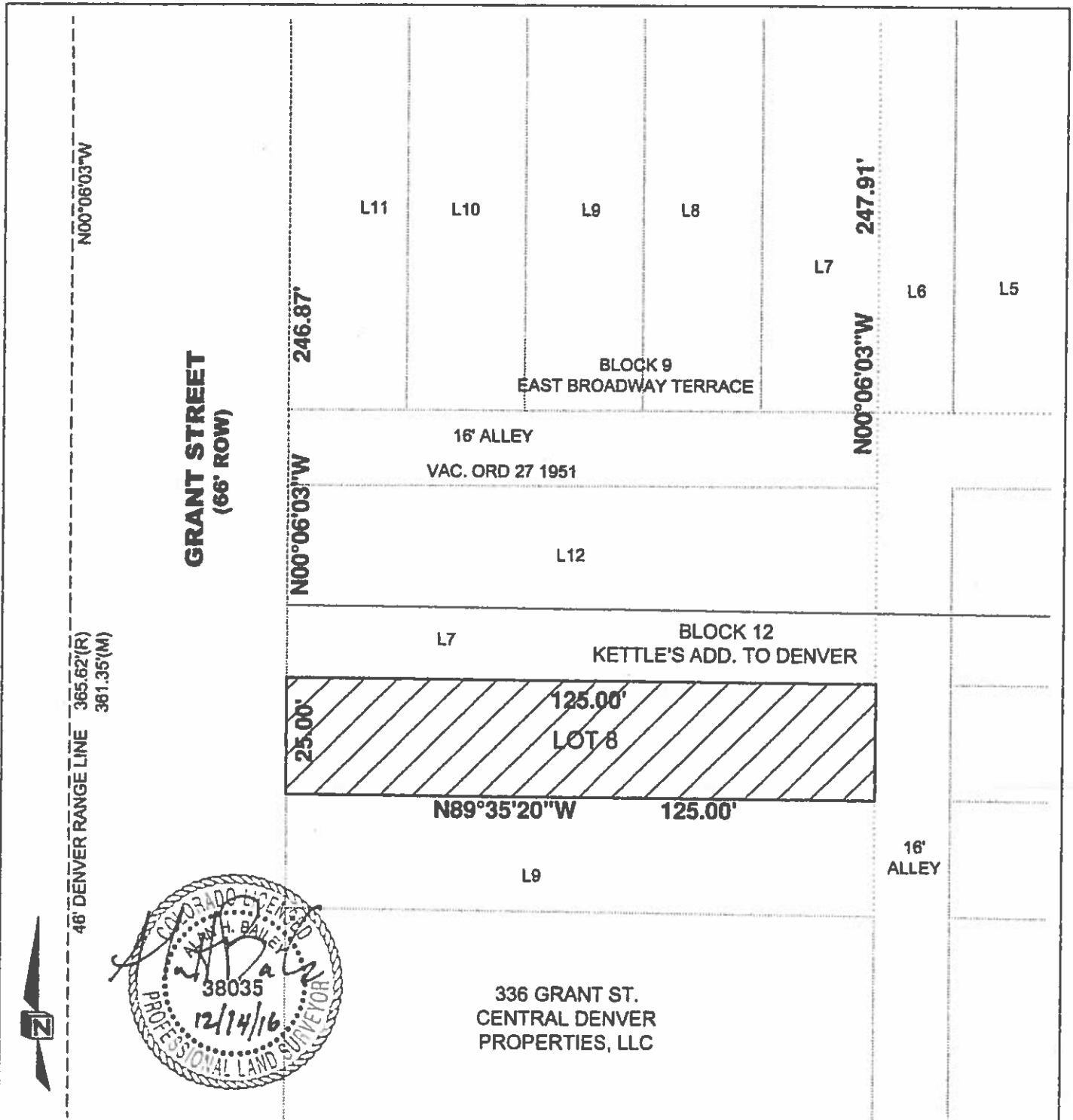
LOT 8,
BLOCK 12,
KETTLE'S ADDITION TO DENVER;
LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 68
WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF
COLORADO.

CONTAINING 3,125 S.F. (0.072 ACRES) MORE OR LESS

PREPARED BY:
ALAN H. BAILEY, PLS 38035
FOR AND ON BEHALF OF:
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303-587-1672



EXHIBIT



336 GRANT ST.
CENTRAL DENVER
PROPERTIES, LLC

THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED PARCEL DESCRIPTION.

SCALE:	1"=30'
PROJECT:	ROTH-16-04
DRAWING FILE:	EASEMENT EXHIBITS.DWG
DATE:	DECEMBER 14, 2016
DRAWN:	AHB
CHECKED:	AHB

bps | BAILEY
PROFESSIONAL
SOLUTIONS

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET ENGLEWOOD, CO 80111
303.587.1672 BAILEYPROFESSIONALSOLUTIONS.COM