

**PERMANENT EASEMENT**

**(10<sup>TH</sup>/SHERIDAN GARAGE – RTD STORM FACILITIES AND PLAZA AT 11TH)**

This PERMANENT EASEMENT (“Easement”) is granted as of the Effective Date by the **CITY AND COUNTY OF DENVER**, a home rule city and Colorado municipal corporation, whose address is 1437 Bannock, Denver, Colorado 80202 (“Grantor” or “City”), to the **REGIONAL TRANSPORTATION DISTRICT**, a political subdivision of the State of Colorado, whose address is 1600 Blake Street, Denver, Colorado 80202 (“Grantee” or “RTD”).

**RECITALS**

**WHEREAS**, the City owns certain land at approximately 11<sup>th</sup> Ave. and Sheridan Blvd. (“Access Property”), which Access Property is legally described in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, RTD owns land and operates a parking garage for the West Corridor Light Rail at 10<sup>th</sup> and Sheridan (“Garage”). A portion of the Garage improvements are located on the City’s Access Property. These improvements include private storm drainage pipes, private storm drainage outfall, other private storm drainage facilities and an improved plaza area, all as shown on the depiction attached hereto as Exhibit B and incorporated herein (“RTD Facilities”); and

**WHEREAS**, RTD and the City desire for RTD, at no cost to the City, to construct, operate and maintain the RTD Facilities within the Access Property; and

**WHEREAS**, RTD is qualified and ready, willing, and able to complete the construction, operation, and maintenance work required.

**NOW, THEREFORE**, the City and RTD hereby set forth the terms and conditions of the Easement as follows:

1. **ACCESS**. The City hereby grants RTD a nonexclusive access easement to the Access Property in order to construct, operate, use, and maintain the RTD Facilities (“Easement Activities”). The access granted herein is nonexclusive and is revocable by the City at the reasonable discretion of the City’s Manager of Public Works (“Manager”). RTD agrees that all Easement Activities conducted by RTD shall be performed in accordance with the terms and conditions set forth herein.

2. **CONSIDERATION**. The City makes the grants herein in consideration of the construction, operation, use, and maintenance of the RTD Facilities as provided herein and RTD complying with all conditions herein.

3. **CITY’S EXCLUSIVE RIGHT**. City shall have the exclusive right to control, monitor, and establish procedures applicable to RTD’s access to the Access Property. In addition, the City shall reserve the right of title, use, and occupancy of the Access Property,

subject to the rights granted herein, *provided that* the City shall not unreasonably interfere with RTD's exercise of the rights granted hereunder.

4. **SPECIAL CONDITIONS OF ACCESS.** RTD's rights hereunder are subject to the following conditions:

- a. RTD shall provide all notices and obtain all permits and approvals required by any federal, state, and local entities prior to commencing the Easement Activities at the Access Property. The Parties shall cooperate with each other in obtaining necessary permits and approvals.
- b. The Easement Activities conducted by RTD, its agents or contractors, pursuant to the terms of this Easement, shall be deemed to be taken on the RTD's behalf and not as an agent for the City or its successors, assigns, or grantees.
- c. RTD shall not damage, destroy, or harm City property or any improvements thereon, including utilities located on other City property or the Access Property. RTD may remove utilities or improvements only upon written approval of the Manager.
- d. RTD shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation electrical, sewer, water, and other utilities. The City shall make information available to RTD regarding any subsurface structures, pipelines, or cables that the Manager has knowledge of, but the City is not under a duty to inspect for the presence of such structures, pipelines, or cables. RTD shall take all necessary precautions to avoid damage to, or injury from, such utilities. As between the parties, RTD agrees to be responsible for any such damage to, or injury from, any such utilities on the Access Property or other City property which result from the Easement Activities conducted by RTD. Notwithstanding the forgoing, no term or condition of this Easement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as now or hereafter amended, or the RTD's right to pursue third parties for any such damage or injury described in this subsection.
- e. RTD shall conduct all aspects of the Easement Activities in accordance with approved plans and all applicable laws, regulations, and ordinances, including without limitation all U.S. EPA and OSHA requirements.

5. **MATERIALS MANAGEMENT.** In addition to notification required under paragraph 9.a. below, RTD agrees to notify David Erickson, Denver Department of Environmental Health, at (720) 865-5433, and at [David.Erickson@denvergov.org](mailto:David.Erickson@denvergov.org), immediately

if during the course of the Easement Activities pursuant to this Easement it encounters any environmental contamination that is visible, odorous, or otherwise identified with the use of laboratory or mechanical analysis. RTD shall address and manage all environmental contamination in accordance with all applicable laws. The City shall be entitled to observe any environmental remediation undertaken by RTD and to receive all analytical data, split samples, and other information collected by RTD.

6. **OPERATION AND MAINTENANCE.** RTD shall be responsible for the operation and maintenance of the RTD Facilities and will maintain and restore all damage to the Access Property or other City property. Notwithstanding anything to the contrary in the foregoing sentence, the City shall not be responsible for operation and maintenance of the RTD Facilities. In the event that RTD fails to reasonably operate and maintain the RTD Facilities as provided herein, the City may cause such operation and maintenance to be performed at the expense of RTD, based on invoices and other evidence of the costs of such repairs provided to RTD, which the RTD shall pay unless disputed as incorrect or duplicate invoices, and no claim for damages against the City, or its officers or agents, shall be created by or made on account of such operation and maintenance, absent gross negligence or willful misconduct by the City, or its officers or agents.

7. **TERMINATION.**

- a. **Termination for Cause.** The Manager shall have the right to revoke or terminate this Easement effective twenty (20) business days following written notice to RTD of RTD's failure to comply with any or all of the provisions of this Easement *provided that* if RTD has cured, or has commenced and is diligently working to cure, such breach, this Easement shall continue in effect, if such continuation is approved by the Manager.
- b. **Termination without Cause.** The Denver City Council, after notice and a hearing before the Denver City Council shall have the right to revoke or terminate this Easement without cause, effective thirty (30) business days following the hearing.
- c. **Termination by Dedication.** If not earlier terminated, this Easement shall terminate automatically upon the dedication of the Access Property as public right-of-way. In the event only a portion of the Access Property is so dedicated, this Easement shall terminate only with respect to such portion of the Access Property so dedicated.
- d. **Documentation of Termination.** The Parties shall cooperate to execute and record any documents necessary to terminate or evidence the termination of this Easement. The Manager has the authority to execute such evidence of termination. Upon termination of this Easement, this Easement shall be of no further force and effect.

8. **INDEMNIFICATION.** RTD agrees to cause its contractors, subcontractors, agents, and representatives to agree to indemnify, release, reimburse, and save harmless the City, its officers, agents, and employees: (a) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and officers and employees of the City; and (b) from any and all claims, damage, suits, costs, expenses, liability, actions, or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from, or arising, directly or indirectly, out of the use and occupancy of the Access Property by RTD and its contractors, subcontractors, agents, and representative; *except, however,* to the extent caused by the negligence or wrongful misconduct of the City or its contractors, agents, servants, or employees. Nothing herein shall be construed as a waiver of the protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as amended. The provisions of this section shall expressly survive the termination of this Easement.

9. **ENVIRONMENTAL REQUIREMENTS.**

- a. **Generally.** In the case of the release, spill, discharge, leak, disturbance, or disposal of Hazardous Materials as a result of RTD's or its contractors', subcontractors', agents', or representatives' activities at the Access Property, RTD shall immediately control and diligently remediate all contaminated media to applicable federal, state, and local standards. RTD shall reimburse the City for any penalties and all reasonable cost and expense, including without limitation reasonable attorneys' fees incurred by the City as a result of the release or disposal by RTD or its contractors, subcontractors, agents, or representatives of any Hazardous Materials on the Access Property. RTD shall also immediately notify the Manager, and the Manager of Environmental Health, in writing, of the release, spill, leak, discharge, or disturbance of Hazardous Materials, the control and remediation response actions taken by RTD, and any responses, notifications, or actions taken by any federal, state, or local agency with regard to such release, spill, or leak. RTD shall make available to the Manager, and the Manager of Environmental Health, for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that RTD has prepared pursuant to any requirement under this paragraph. If there is a requirement to file any notice or report of a release or threatened release of any Hazardous Materials at, on, under, or migrating from the Access Property, RTD shall provide copies of all results of such report or notice to the Manager and the Manager of Environmental Health. For purposes of this Easement, the term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), used oil or any petroleum products, natural gas, radioactive source material, pesticides, and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response,

Compensation and Liability Act, and any chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

At the Manager's and the Manager of Environmental Health's reasonable request, RTD shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater, or surface water on or under the Access Property due to RTD's use or occupation of the Access Property. RTD shall provide copies of all results of such testing and monitoring to the Manager and the Manager of Environmental Health.

- b. **Existing Contamination.** In no event shall RTD be obligated to indemnify, release, reimburse, or save harmless the City, its officers, agents, and employees, from any claims, damages, suits, costs, expenses, liability actions, or proceeding of any kind or nature related to Existing Contamination, and the City agrees not to sue RTD with respect to such Existing Contamination, *unless* RTD's negligent acts or omissions caused or exacerbated a release of such Existing Contamination. "Existing Contamination" shall mean Hazardous Materials existing on the Access Property as a result of the actions or omissions of any party except RTD.

**10. COMPLIANCE WITH LAWS.** All persons or entities utilizing the Access Property pursuant to this Easement must observe and comply with any applicable provisions of the Charter, ordinances, and rules and regulations of the City, including, to the extent they apply to RTD's activities on the Access Property or other City property, complying with: (1) the City's Prevailing Wage Ordinance, Section 20-76 *et seq.* of the Denver Revised Municipal Code, and (2) the City's Small Business Enterprise Ordinance, Section 28-205 *et seq.* of the Denver Revised Municipal Code, and with all applicable Colorado and federal laws. RTD shall obtain, at its sole cost, all necessary permits for the Easement Activities under this Easement. RTD agrees to pay any and all fines, assessments, and fees related to its work under this Easement.

**11. INSURANCE.** RTD agrees to secure, and cause its contractor(s) to secure, the following insurance covering all operations, goods, or services provided pursuant to this Easement and provide copies of insurance certificates to the City evidencing such insurance coverage as a condition of entering the Access Property. RTD shall keep, or require the required insurance coverage to be kept, in force at all times during the term of the Easement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Easement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this

Easement. Such notice shall be sent thirty (30) days prior to such cancellation or non-renewal, unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, RTD shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section within three (3) business days of such notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, the City must be notified by RTD. The City shall not be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Easement are the minimum requirements, and these requirements do not lessen or limit the liability of the RTD.

- a. **Proof of Insurance:** RTD and/or its contractor(s) shall provide a copy of this Easement to their respective insurance agents or brokers. RTD may not commence services or work relating to the Easement prior to placement of coverage and submittal to the City of a certificate of insurance or other proof of insurance evidencing such coverage. RTD certifies that the certificates or other proof of insurance submitted hereunder comply with all insurance requirements of this Easement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Easement shall not act as a waiver of RTD's breach of this Easement or of any of the City's rights or remedies under this Easement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- b. **Additional Insureds:** For Commercial General Liability, Auto Liability, and Pollution Liability, RTD's and its contractors' and consultants' insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- c. **Waiver of Subrogation:** All coverages shall waive subrogation rights against the City.
- d. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers, or other entities providing goods or services required by this Easement) shall be subject to all of the requirements herein and shall maintain the same coverages required of RTD. RTD shall include or require its contractor(s) to include all such subcontractors and subconsultants as additional insureds under its policies (with the exception of Workers' Compensation), or shall ensure that all such subcontractors and subconsultants maintain the required coverages. RTD agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

- e. **Workers' Compensation/Employer's Liability Insurance:** RTD shall maintain and/or cause its contractor(s) to maintain the coverage as required by statute for each work location and to maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. RTD expressly represents to the City, as a material representation upon which the City is relying in entering into this Easement, that none of RTD's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Easement, and that any such rejections previously effected have been revoked as of the date RTD executes this Easement.
- f. **Commercial General Liability:** RTD shall maintain and/or cause its contractor(s) to maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- g. **Business Automobile Liability:** RTD shall maintain and/or cause its contractor(s) to maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Easement.
- h. **Contractors' Pollution Liability:** RTD shall maintain, or cause its contractors or consultants to maintain, limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate during any period of construction. Such policy shall include bodily injury; property damage, including loss of use of damaged property; defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion), and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
- i. **Additional Provisions:**
  - (1) For Commercial General Liability, the policy must provide the following:
    - (i) that this Easement is an Insured Contract under the policy;
    - (ii) defense costs are in excess of policy limits;

- (iii) a severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2) For claims-made coverage, the retroactive date must be on or before the Effective Date or the first date when any goods or services were provided to the City, whichever is earlier.
  - (3) RTD shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At no expense to the City, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, RTD will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**12. RESTORATION.** Upon the termination of this Easement, RTD shall vacate the Access Property and restore the Access Property to a condition reasonably satisfactory to the Manager, including the removal of any of the RTD Facilities and other RTD property, unless otherwise agreed to by the Manager. If RTD shall fail or neglect to remove said property and so restore the Access Property, then, at the option of the Manager, RTD's Property shall either become the property of the City without compensation therefore, or the City may cause it to be removed and the Access Property to be so restored at the expense of RTD, and no claim for damages against the City, or its officers or agents, shall be created by or made on account of such removal and restoration.

**13. NOTICES.** All notices required to be given to the City or RTD hereunder shall be in writing and sent to:

the City:

Manager of Public Works  
201 W. Colfax, Dept. 601  
Denver, CO 80202

*with a copy to:*

City Attorney's Office  
201 W. Colfax Avenue, Dept. 1207  
Denver, CO 80202  
Attn: Karen Aviles



RTD: Regional Transportation District  
Manager of Real Property  
1560 Broadway, Suite 650  
Denver, CO 80202

*with a copy to:* General Counsel  
1600 Blake Street  
Denver, CO 80202

Such notices shall be in writing and hand delivered during normal business hours to the appropriate office above, or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon receipt. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**14. APPLICABLE LAW.** This Easement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. Venue for any action based on this Easement shall be in a court of proper jurisdiction in the City and County of Denver, State of Colorado.

**15. NONDISCRIMINATION.** In connection with the performance of work under this Easement, RTD agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and RTD further agrees to insert the foregoing provision in all subcontracts hereunder.

**16. SUBJECT TO APPROPRIATION.** Any obligation of the City under this Easement shall extend only to monies appropriated for the purpose of this Easement by the Denver City Council and encumbered for the purposes of this Easement.

**17. FINAL APPROVAL.** This Easement is expressly subject to and shall not be or become effective or binding on the City until fully executed by all signatories of the City and County of Denver.

**18. SURVIVAL.** Paragraphs 8 and 9 shall survive the termination of the access granted.

**19. CAPITALIZED TERMS.** Capitalized terms shall have the meanings set forth herein or in the Recitals hereto.

**20. AUTHORITY TO EXECUTE.** The persons signing for RTD warrant that they or she has the complete authority to sign on behalf of and bind RTD.

21. EFFECTIVE DATE. The Effective Date shall be the date on the City's signature page below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

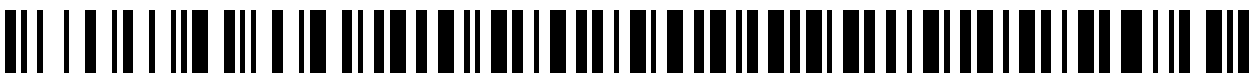


**REGIONAL TRANSPORTATION DISTRICT**  
Taxpayer ID No.

By: *Richard F. Clarke*  
Richard F. Clarke, Assistant General  
Manager, Planning and Development

Approved as to Legal Form:

By: *Lori L. Graham*  
Lori L. Graham  
Associate General Counsel



**EXHIBIT A**

**ACCESS PROPERTY DESCRIPTION**

March 3, 2011

**Exhibit "A"**

**PROPERTY DESCRIPTION**

A parcel of land being Permanent Easement No. PE-261 REV1 of the West Corridor Light Rail Project as recorded at the City & County of Denver Clerk & Recorder's Office at Reception No. 2010044562 on April 23, 2010 and a portion of a parcel of land as described in Book 300, Page 438 in the records of the Jefferson County Clerk and Recorder's Office, and located in the Southeast Quarter of the Southeast Quarter of the Northeast Quarter Section 1, Township 4 South, Range 69 West of the Sixth Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 1 (a found 3 ¼" aluminum cap stamped "LS 28286 1996")  
WHENCE the North Sixteenth corner of said Section 1 (a found 3 ¼" aluminum cap stamped "PLS 34579 2005") bears N00°03'21"W (BASIS OF BEARING-Assumed) a distance of 1321.09 feet;  
THENCE N03°31'18"W a distance of 496.20 feet to point on the westerly right of way line of Sheridan Boulevard as described in Reception No. 623203, recorded on October 10, 1955 in said Jefferson County records, being the POINT OF BEGINNING;  
THENCE S89°28'21"W coincident with the southerly line of the North 165 feet of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 1, also being the southerly line of said parcel of land described in Book 300, Page 438 and the extension thereof a distance of 632.04 feet to a point on the westerly line of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of said Section 1;  
THENCE N00°04'22"W coincident with said westerly line a distance of 60.00 feet;  
THENCE N89°28'21"E a distance of 483.89' feet to a point on the northwesterly line of said Permanent Easement No. PE-261 REV1;  
THENCE the following two (2) courses coincident with said northwesterly line;  
1. N70°00'00"E a distance of 88.40 feet;  
2. N00°00'00"E a distance of 24.23 feet to a point on the westerly right of way of said Sheridan Boulevard;  
THENCE the following four (4) courses coincident with said westerly right of way;  
1. N90°00'00"E a distance of 45.05 feet;  
2. S00°00'21"E a distance of 93.10 feet;  
3. N90°00'00"E a distance of 20.00 feet;  
4. S00°03'21"E a distance of 20.00 feet to the POINT OF BEGINNING.

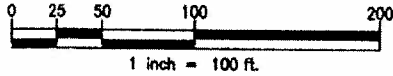
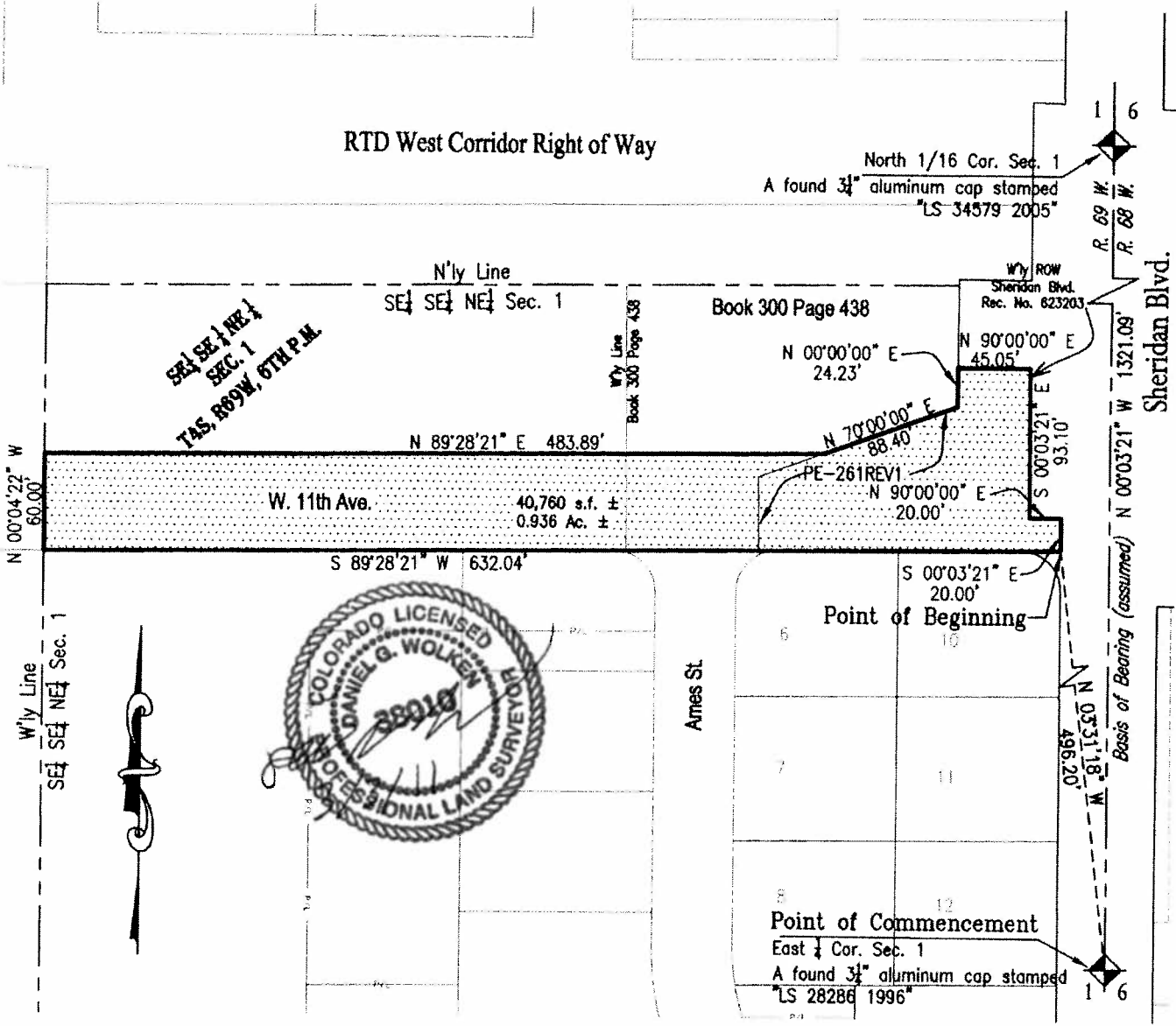
Containing 40,760 square feet, (0.936 Acres), more or less.

Prepared by:  
Daniel G. Wolken PLS 38010  
For and on behalf of Jacobs Engineering Group, Inc.  
707 17<sup>th</sup> Street #2300  
Denver, CO 80202  
303.820.5240



# EXHIBIT

RTD West Corridor Right of Way



This exhibit does not represent a monumented survey and is intended only to depict the attached property description.

JACOBS PROJECT NO.		WVX7410	
CLIENT PROJECT NO.		-	
REVISION DESCRIPTION			
DRAWN	JES	DATE 3-3-2011	SCALE 1"=100'
<b>JACOBS</b>			
707 17th Street, Suite 2300, Denver CO 80202			
<small>(303) 836-8240 Fax (303) 820-6842</small>			
<small>THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS ENGINEERING GROUP INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF JACOBS ENGINEERING GROUP INC. SHALL BE AT THE SOLE RISK OF THE USER.</small>			

W. 11th Ave. City and County of Denver SE1/4SE1/4 NE1/4 Sec. 1, T4S, R69W		
TITLE:		
REVISION:	DRAWING NO. 11thAveROW-REV1.dwg	SHEET NO. 1 of 1

**EXHIBIT B**

**RTD FACILITIES**



**PROPERTY DESCRIPTION  
SHERIDAN PARKING GARAGE  
OFF-SITE PLAZA EASEMENT**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY FOR SHERIDAN BOULEVARD AS SHOWN AS 'PARCEL 4' ON THE DOCUMENT RECORDED AT RECEPTION No. 2012016167 OF THE CITY AND COUNTY OF DENVER'S CLERK AND RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE NORTH LINE OF RUNYAN'S SUBDIVISION AS RECORDED IN BOOK 16 AT PAGE 63 OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE; THENCE SOUTH 89°28'21" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 154.25 FEET TO THE SOUTHWEST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PERMANENT EASEMENT No. PE-261 REV1, AS RECORDED AT RECEPTION No. 2010044562 OF SAID CITY AND COUNTY OF DENVER'S CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°28'21" WEST A DISTANCE OF 180.65 FEET;  
THENCE NORTH 00°03'21" WEST A DISTANCE OF 35.00 FEET;  
THENCE NORTH 89°28'21" EAST, PARALLEL WITH AND 35.00 FEET NORTHERLY OF, WHEN MEASURED PERPENDICULAR TO, SAID NORTH LINE, A DISTANCE OF 149.98 FEET TO THE INTERSECTION OF THE AFOREMENTIONED LINE AND THE NORTHWESTERLY LINE OF SAID PERMANENT EASEMENT, EXTENDED SOUTHWESTERLY;  
THENCE NORTH 70°00'00" EAST, ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, A DISTANCE OF 32.22 FEET TO THE NORTHWEST CORNER OF SAID PERMANENT EASEMENT;  
THENCE SOUTH 00°31'39" EAST, ALONG THE WEST LINE OF SAID PERMANENT EASEMENT, A DISTANCE OF 45.74 FEET TO SAID NORTH LINE, SAID POINT ALSO BEING SAID SOUTHWEST CORNER OF PERMANENT EASEMENT PE-261 REV1 AND THE POINT OF BEGINNING.

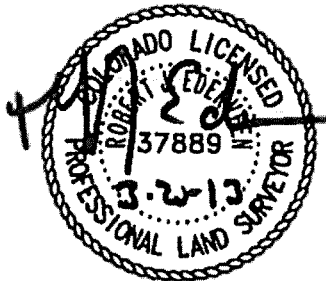
CONTAINING 6481 SQUARE FEET (0.149 ACRES) MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°03'21" EAST. THE NORTH 1/16 CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED: COLORADO DEPT OF TRANSPORTATION N 1/16 S1-S6 2005 PLS 34579 AND THE EAST ¼ CORNER OF SAID NORTHEAST QUARTER OF SECTION 1 IS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED: ¼ S1-S6 2005 PLS 28286.

**PREPARED BY:**

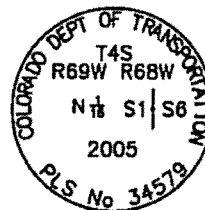
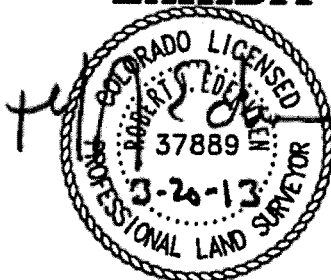
ROBERT J. EDERVEEN, PLS  
COLORADO PLS No. 37889

FOR AND ON BEHALF OF:  
HCL ENGINEERING AND SURVEYING, LLC  
9570 KINGSTON COURT, SUITE 310  
ENGLEWOOD, COLORADO 80112  
303.773.1605  
WWW.HCLENGINEERING.COM



**NOTE:**  
 THIS EXHIBIT IS NOT A MONUMENTED  
 LAND SURVEY, IT IS ONLY INTENDED  
 TO GRAPHICALLY DEPICT THE  
 ATTACHED PROPERTY DESCRIPTION  
**BASIS OF BEARINGS:** BEARINGS  
 ARE BASED ON THE EAST LINE  
 OF THE SE 1/4, NE 1/4, SEC. 1,  
 T4S, R69W, 6th PM AS SHOWN  
 HEREON

**EXHIBIT**



NORTH 1/16 CORNER, SEC. 1,  
 T4S, R69W, 6th P.M.  
 FOUND 3/4" ALUMINUM CAP  
 IN RANGE BOX, STAMPED AS SHOWN

AREA  
 6481 sq. ft.±  
 0.149 ac.±  
 N70°00'00"E  
 32.22'

NORTHWESTERLY LINE  
 PERMANENT EASEMENT  
 (PE-281 REV1)  
 (REC. No. 2010044562)

POINT OF  
 COMMENCEMENT  
 (NW CORNER OF  
 ROW DEDICATED  
 PER REC. No. 2012016167,  
 PARCEL 4)

N00°03'21"W  
 35.00'



180.65' S89°28'21"W

A PORTION OF LOT 1  
 RUNYAN'S SUBDIVISION  
 (B16, P63 JEFFERSON  
 COUNTY)

154.25' S89°28'21"W

POINT OF BEGINNING  
 SW CORNER OF PERMANENT  
 EASEMENT PE-281 REV1  
 REC. No. 2010044562

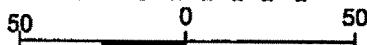
WEST LINE,  
 RUNYAN'S SUBDIVISION

PROPOSED REPLAT OF  
 RUNYAN'S SUBDIVISION

VACATED ALIENS ST.  
 (ORD. 21  
 SERIES OF 2013)

SHERIDAN BOULEVARD

EAST LINE, SE 1/4 NE 1/4, SECTION 1, TOWNSHIP 4 SOUTH,  
 RANGE 69 WEST, 6th PRINCIPAL MERIDIAN  
 (BASIS OF BEARINGS)  
 S00°03'21"E, 1321.09'



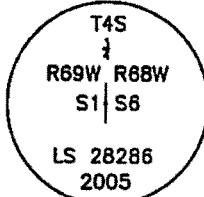
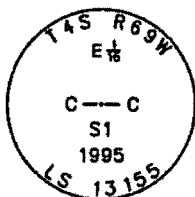
ORIGINAL SCALE: 1"=50'

WEST 10th AVENUE

SOUTH LINE, NE 1/4,  
 SEC 1, T4S, R69W, 6th PM  
 S89°28'00"W

EAST 1/4 CORNER, SEC. 1,  
 T4S, R69W, 6th P.M.  
 FOUND 3/4" ALUMINUM CAP IN  
 RANGE BOX, STAMPED AS SHOWN

EAST 1/4 CORNER, SEC. 1,  
 T4S, R69W, 6th P.M.  
 FOUND 3/4" ALUMINUM CAP  
 IN RANGE BOX, STAMPED AS SHOWN



**HGL**  
 Engineering & Surveying, LLC  
 9570 KINGSTON COURT, SUITE 310  
 ENGLEWOOD, CO. 80112  
 PHONE: (303) 773-1605  
 FAX: (303) 773-3297

PROJECT: SHERIDAN PARKING GARAGE OFFSITE PLAZA EASEMENT		
DATE: 03.19.13	BY: RJE	CHKD: RJE
JOB NO. 113225.10	SHEET NO. 1 OF 1	

**PROPERTY DESCRIPTION**  
**SHERIDAN PARKING GARAGE**  
**OFF-SITE STORM LINE AND DRAINAGE EASEMENT**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT PARCEL OF LAND DEDICATED AS RIGHT-OF-WAY FOR SHERIDAN BOULEVARD AS SHOWN AS 'PARCEL 4' ON THE DOCUMENT RECORDED AT RECEPTION No. 2012016167 OF THE CITY AND COUNTY OF DENVER'S CLERK AND RECORDER'S OFFICE, SAID POINT ALSO LYING ON THE NORTH LINE OF RUNYAN'S SUBDIVISION AS RECORDED IN BOOK 16 AT PAGE 63 OF THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE; THENCE SOUTH 89°28'21" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 134.65 FEET; THENCE NORTH 00°31'39" WEST A DISTANCE OF 52.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF COLORADO DEPARTMENT OF TRANSPORTATION PERMANENT EASEMENT No. PE-261 REV1, AS RECORDED AT RECEPTION No. 2010044562 OF SAID CITY AND COUNTY OF DENVER'S CLERK AND RECORDER'S OFFICE, FROM WHENCE THE NORTHWEST CORNER OF SAID PERMANENT EASEMENT BEARS SOUTH 70°00'00" WEST, 20.77 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 16°03'13" WEST A DISTANCE OF 33.74 FEET;  
THENCE NORTH 50°15'00" WEST A DISTANCE OF 16.46 FEET;  
THENCE NORTH 39°45'00" EAST A DISTANCE OF 33.00 FEET;  
THENCE SOUTH 50°15'00" EAST A DISTANCE OF 16.46 FEET;  
THENCE SOUTH 39°45'00" WEST A DISTANCE OF 8.82 FEET;  
THENCE SOUTH 16°03'13" EAST A DISTANCE OF 45.95 FEET TO SAID NORTHWESTERLY LINE OF PERMANENT EASEMENT No. PE-261 REV1;  
THENCE SOUTH 70°00'00" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 20.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 1340 SQUARE FEET (0.031 ACRES) MORE OR LESS.

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°03'21" EAST. THE NORTH 1/16 CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED: COLORADO DEPT OF TRANSPORTATION N 1/16 S1-S6 2005 PLS 34579 AND THE EAST ¼ CORNER OF SAID NORTHEAST QUARTER OF SECTION 1 IS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN RANGE BOX, STAMPED: ¼ S1-S6 2005 PLS 28286.

PREPARED BY:

ROBERT J. EDERVEEN, PLS  
COLORADO PLS No. 37889

FOR AND ON BEHALF OF:  
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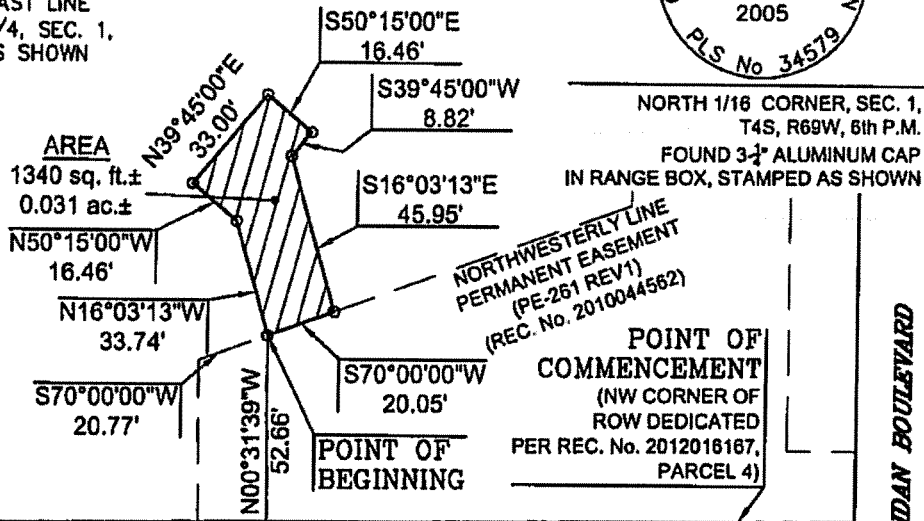
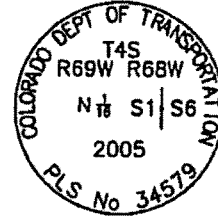


**NOTE:**

THIS EXHIBIT IS NOT A MONUMENTED LAND SURVEY, IT IS ONLY INTENDED TO GRAPHICALLY DEPICT THE ATTACHED PROPERTY DESCRIPTION

**EXHIBIT**

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE SE 1/4, NE 1/4, SEC. 1, T4S, R69W, 6th PM AS SHOWN HEREON



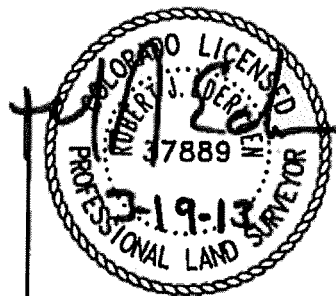
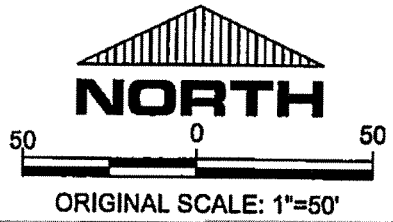
NORTH 1/16 CORNER, SEC. 1, T4S, R69W, 6th P.M.  
FOUND 3-1/2" ALUMINUM CAP IN RANGE BOX, STAMPED AS SHOWN

SHERIDAN BOULEVARD

RUNYAN'S SUBDIVISION (B16, P63 JEFFERSON COUNTY)

134.65' S89°28'21"W

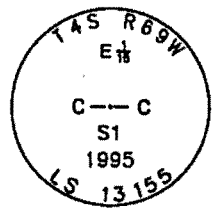
EAST LINE, SE 1/4, NE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 69 WEST, 6th PRINCIPAL MERIDIAN (BASIS OF BEARINGS) S00°03'21"E 1321.09'



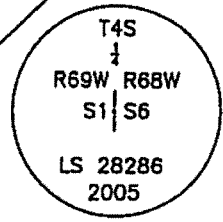
WEST 10th AVENUE

SOUTH LINE, NE 1/4, SEC 1, T4S, R69W, 6th PM S89°28'00"W

EAST 1/4 CORNER, SEC. 1, T4S, R69W, 6th P.M.  
FOUND 3-1/2" ALUMINUM CAP IN RANGE BOX, STAMPED AS SHOWN



EAST 1/4 CORNER, SEC. 1, T4S, R69W, 6th P.M.  
FOUND 3-1/2" ALUMINUM CAP IN RANGE BOX, STAMPED AS SHOWN



**HGL**

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PROJECT: OFFSITE STORM LINE AND DRAINAGE EASEMENT SHERIDAN PARKING GARAGE

DATE: 03.18.13 BY: RJE CHKD: RJE

JOB NO. 113225.10 SHEET NO. 1 OF 1