

After Recording
Return to: Katherine Rinehart
City and County of Denver
Division of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, CO 80202
Project Description: 11th Ave. between Decatur and Federal Blvd.
Asset Mgmt No.: 20-113

TEMPORARY EASEMENT

(TE-1 – 1030 N. Federal Blvd; TE-2 – 2929 W. 11th Ave.; TE-3 – 2885 W. 11th Ave.)

THIS TEMPORARY EASEMENT is granted, as of the Effective Date, by **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantor”), to the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a Colorado quasi-municipal corporation, whose address is 1035 Osage Street, Denver, Colorado 80204 (“Grantee” or “DHA”).

In consideration of the sum of **TEN DOLLARS AND 00/100 (\$10.00)**, and the covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, Grantor sells, conveys, transfers, and delivers to the Grantee, and its successor and assigns, a temporary easement for use of the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference, (the “Temporary Easement Area”) for **pedestrian access while 10th Avenue is closed to both vehicles and pedestrians during construction of 1025 N. Decatur St. and 2800 W. 10th Ave. and of related right-of-way improvements** (the “Project”), subject to and in accordance with the following terms and covenants (the “Temporary Easement”):

1. The term of the Temporary Easement will commence on the Effective Date (defined below) and will terminate September 30, 2020 (the “Term”). In the event that the Project is not completed within the Term, provided Grantee is not in default of any term, covenant or condition of the Temporary Easement, Grantee shall have the option to extend the Term of the Temporary Easement for two (2) additional periods of one (1) month each. To exercise its option(s) to extend, Grantee, through its contractor shall give written notice to Grantor thirty (30) days prior to the expiration of the then current Term that it is extending the Term of the Temporary Easement for an additional one (1) month. The Grantor also grants to the Grantee the right to reenter the Temporary Easement Area after expiration of the Term of the Temporary Easement to correct any defects, perform repairs, replace landscaping and perform any other work necessary for the Project. The Grantee, through its contractor, shall give Grantor fifteen (15) days’ notice prior to the reentry. The reentry period shall end no later than November 30, 2021.

2. Grantee shall cause its contractors to return the Temporary Easement Area free from all construction debris and in a condition as nearly as practicable to its original condition, taking into consideration the nature of the work being performed. If certain impediments to accessing the Temporary Easement Area, including without limitation, bumpers, temporary curbs, or cables (the “Access Impediments”), currently exist upon the Temporary Easement Area, the Access

Impediments may be removed and Grantee shall cause its contractor to re-install Access Impediments before expiration of this Temporary Easement.

3. The Temporary Easement allows Grantee, and their respective successors, assigns contractors, consultants, subcontractors, sub-consultants, materialmen, suppliers, and workers, to perform construction and related activities on the Temporary Easement Area, including but not limited to: (a) perform construction activities for the Project; (b) enter on and have access to the Temporary Easement Area; (c) store materials; (d) operate construction equipment; (e) perform utility work; (f) removing asphalt and concrete, grading, paving, and landscaping; and (g) perform any other work incidental to the construction of the Project.

4. Grantor certifies that as of the date of execution of this Temporary Easement it has good title to the Temporary Easement Area and has good and lawful right to grant the Temporary Easement.

5. Grantor shall not place, erect, install or permit to be placed any building, structure, or other above or below ground obstruction that may interfere with the purposes of the Temporary Easement during its Term without the prior written consent of the Grantee.

6. In the event the terms of the Temporary Easement are violated, at the election of the City, the Grantee shall immediately correct or cause to be corrected any violations or the City may correct or cause to be corrected any violations at the Grantee's sole expense.

7. Grantor reserves all rights attendant to its ownership of the Temporary Easement Area, including: (a) the right to the use and enjoyment of the Temporary Easement Area for all purposes so long as these uses are consistent with, and do not impair, any grant or provision herein, and (b) the right to sell and convey the Grantor's property or any portion of it subject to the Temporary Easement.

9. Any obligations of Grantor under the Temporary Easement, whether direct or contingent, extend only to funds appropriated or otherwise lawfully made available by the Denver City Council for the purpose of the Temporary Easement and paid into the Treasury of the City.

10. All notices provided for herein must be in writing and personally delivered or mailed by registered or certified United States mail, postage prepaid, return-receipt requested, to the at the addresses given below. Notices delivered personally are effective when delivered. Notices sent by certified or registered mail are effective upon receipt. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification.

If to Grantor:

Katherine Rinehart
Division of Real Estate
Department of Finance
201 West Colfax Avenue, Department 1010
Denver, Colorado 80202

e-mail: katherine.rinehart@denvergov.org
facsimile: 720.913.1525

and

Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

If to Grantee

Housing Authority of the City and County of Denver
Real Estate Development
Attn: Mark Howard
PO Box 40305
Denver, Colorado 80204

And

Housing Authority of the City and County of Denver
Legal Department
Attn: Joshua Crawley
PO Box 40305
Denver, Colorado 80204

11. This Temporary Easement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Temporary Easement in writing. No subsequent novation, renewal, addition, deletion, or other amendment may have any force or effect unless embodied in a written amendment to this Temporary Easement properly executed by the parties. No oral representation of any kind preceding the date of the Temporary Easement by any officer, employee, or agent of Grantor at variance with the terms and conditions of this Temporary Easement, or with any written amendment to this Temporary Easement, may have any force or effect nor bind Grantor.

12. The Temporary Easement is subject to and is to be construed in accordance with the laws of the State of Colorado, the Denver Charter and the Denver Municipal Code, which are incorporated into the Temporary Easement by this reference. Venue for any action arising out of the Temporary Easement will be in the District Court for the City and County of Denver.

13. The City makes no representation or warranty of any kind with respect to the condition of the Temporary Easement Area. The Grantee accepts the Temporary Easement Area in "AS-IS" condition, WITH ALL FAULTS AND AT THE GRANTEE'S OWN RISK, without any warranty, express or implied, including without limitation, any warranty of merchantability, liability, fitness

or fitness for a particular purpose, all such warranties being hereby expressly disclaimed by the City.

14. Grantee is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended (“Act”), and Grantee shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Grantee’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

14. Each Party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this License or any amendment hereto. Nothing in this Section 14 or any other provision of this License or any Addendum shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Grantee may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et seq.) or to any other defenses, immunities, or limitations of liability available to the City or Grantee by law.

15. Grantee shall not assign its rights and obligations set forth in the Temporary Easement without prior written approval by Grantor, in its sole and absolute discretion.

16. During the Term, the Temporary Easement runs with the land and the benefits and burdens thereof inure to any and all successors in interest and become binding upon the parties hereto and their respective successors and assigns without further action.

17. This Temporary Easement is subject to the following rules of construction:

- a. The words “party” and “parties” refer only to a named party to the Temporary Easement.
- b. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- c. Unless otherwise specified, any reference to a law, statute, regulation, charter or code provision, or ordinance means that statute, regulation, charter or code provision, or ordinance as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations, charter or code provisions, or ordinances.

18. This Temporary Easement shall not be or become effective or binding on the parties hereto until full execution by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council. The “Effective Date” of the Temporary Easement shall be defined as the date set forth on the City’s signature page below.

19. This Temporary Easement may be recorded in the real property records of Denver County.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: FINAN-202055684
Contractor Name: HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER

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:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

FINAN-202055684
HOUSING AUTHORITY OF THE CITY AND COUNTY
OF DENVER

see attached signature page

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER

Joshua Crawley
Joshua Crawley (Aug 11, 2020 08:41 MDT)

By: Joshua Crawley

Title: Interim Executive Director

“GRANTEE”

EXHIBIT A- PARCEL A

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (N.E. $\frac{1}{4}$) OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID PARCEL BEING A PORTION OF VACATED WEST 11TH AVENUE BY ORDINANCE NO. 1015 SERIES 2001, FORMERLY PLATTED AS SOUTH FAIRVIEW, RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF THE CITY & COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE FOR DECATUR STREET AND THE SOUTH RIGHT-OF-WAY LINE FOR WEST 11TH AVENUE, FORMERLY THE NORTHEAST CORNER OF BLOCK 14 OF SAID SOUTH FAIRVIEW, THENCE S89°49'45"W, 377.51 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE FOR WEST 11TH AVENUE;
THENCE N85°00'09"W, 51.88 FEET TO THE TRUE POINT OF BEGINNING;

1. THENCE N47°13'34"W, 9.98 FEET;
2. THENCE N39°48'49"E, 19.47 FEET;
3. THENCE N87°39'46"E, 29.20 FEET;
4. THENCE N89°52'30"E, 256.44 FEET;
5. THENCE N64°59'07"E, 74.86 FEET;
6. THENCE N89°47'59"E, 37.96 FEET;
7. THENCE S00°12'01"E, 10.00 FEET;
8. THENCE S89°47'59"W, 35.75 FEET;
9. THENCE S64°58'17"W, 74.82 FEET;
10. THENCE S89°52'30"W, 258.50 FEET;
11. THENCE S87°39'46"W, 29.01 FEET;
12. THENCE S25°16'34"W, 12.99 FEET TO THE TRUE POINT OF BEGINNING.



PARCEL A CONTAINS 4110.64 SQUARE FEET (.09 ACRES) MORE OR LESS.

AN ILLUSTRATION IS ATTACHED HERETO AND MADE A PART HEREOF.

FOR THE PURPOSE OF THIS DESCRIPTION THE BASIS OF BEARINGS IS THE NORTH LINE OF SAID BLOCK 14 WHICH IS ASSUMED TO BEAR S89°49'45"W.

THE AUTHOR OF THIS DESCRIPTION IS MR. STEPHEN GEORGE RUTZEN, P.L.S. 38094, PREPARED ON BEHALF OF J.F. SATO & ASSOCIATES, INC, 5878 SOUTH RAPP STREET, LITTLETON, COLORADO 80120 ON JUNE 22, 2020 UNDER PROJECT NUMBER 1907 prepared FOR IKOTA AND IS NOT TO BE CONSTRUED AS REPRESENTING A MONUMENTED LAND SURVEY.

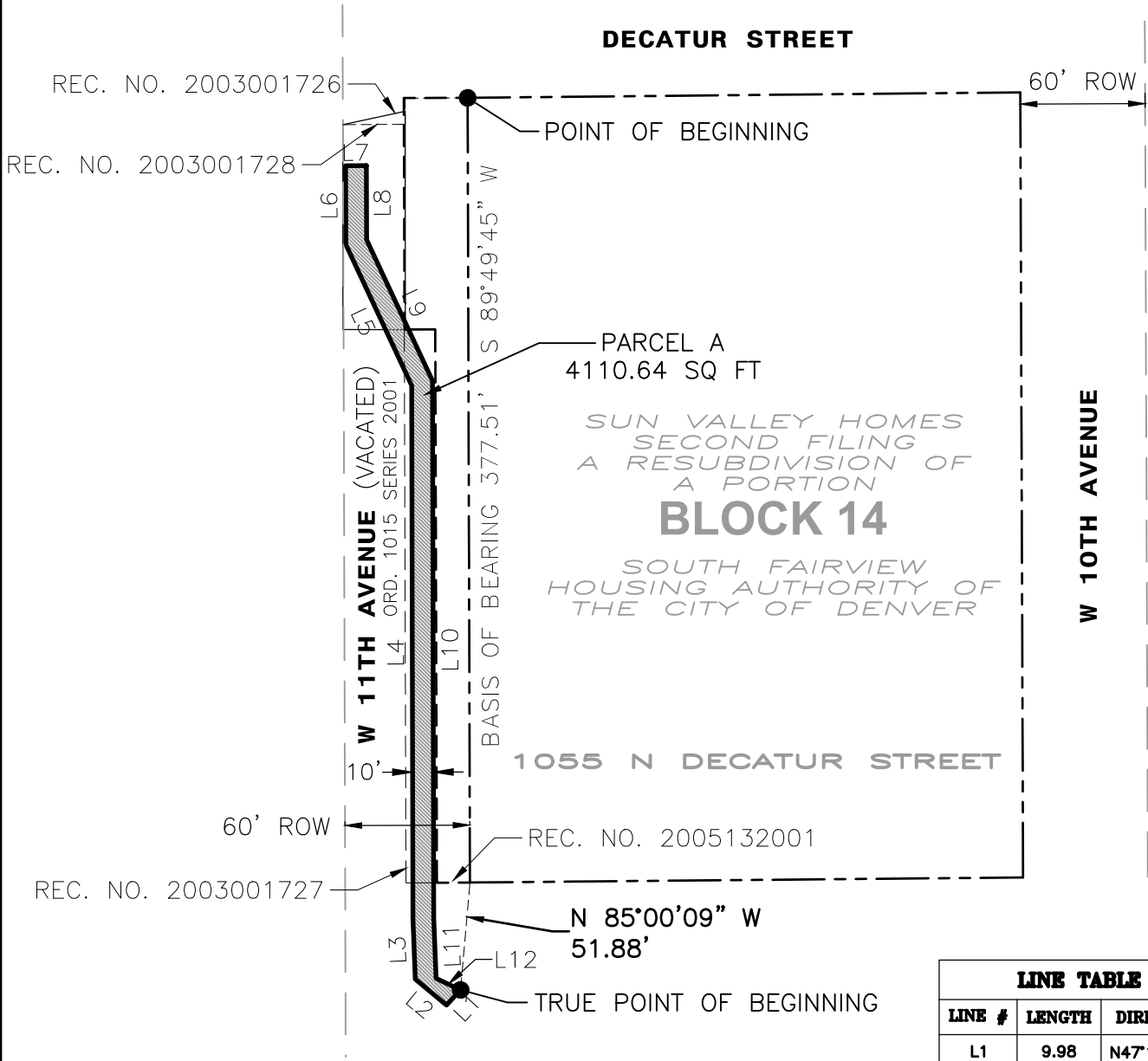


PARCEL A

NE $\frac{1}{4}$ SEC. 5, T4S, R68W 6TH P.M.

JOB. NO.:1907	BY: AR	DATE: 7-22-2020
SCALE: 1" = 80'	CHECKED: SGR	SHEET 1 OF 2

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED EASEMENT DESCRIPTION.

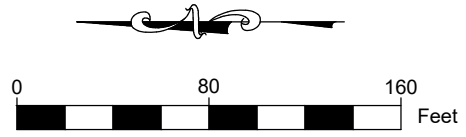


PARCEL A
4110.64 SQ FT

SUN VALLEY HOMES
SECOND FILING
A RESUBDIVISION OF
A PORTION
BLOCK 14
SOUTH FAIRVIEW
HOUSING AUTHORITY OF
THE CITY OF DENVER

1055 N DECATUR STREET

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.98	N47°13'34"W
L2	19.47	N39°48'49"E
L3	29.20	N87°39'46"E
L4	256.44	N89°52'30"E
L5	74.86	N64°59'07"E
L6	37.96	N89°47'59"E
L7	10.00	S0°12'01"E
L8	35.75	S89°47'59"W
L9	74.82	S64°58'17"W
L10	258.50	S89°52'30"W
L11	29.01	S87°39'46"W
L12	12.99	S25°16'34"W



SCALE: 1" = 80'

JFS&A
J.F. SAFO AND ASSOCIATES
Engineering, Environmental, and
Program Management Services
5595 South Rapp Street
Littleton, Colorado 80120
Phone 303.797.1200
Fax 303.797.1187

PARCEL A
NE ¼ SEC. 5, T4S, R68W 6TH P.M.

JOB. NO.: 1907	BY: AR	DATE: 7-22-2020
SCALE: 1" = 80'	CHECKED: SGR	SHEET 2 OF 2