
From: Edwards, David J. - DOF Right of Way - Project Manager <DavidJ.Edwards@denvergov.org>
Sent: Friday, June 25, 2021 10:37 AM
To: West, Vanessa L. - DOTI CA2307 Administrator I <Vanessa.West@denvergov.org>
Cc: Breitnauer, Thomas J. - DOTI CE0415 Land Surveyor <Thomas.Breitnauer@denvergov.org>
Subject: Relinquishment of four easements Recorded in Error 2020-Dedication-0000143

Vanessa:

Martin Plate and I recently discussed a problematic situation where a developer recorded 4 easements in error, all under one reception number without proper city approvals and without the use of the proper city approved documents. In order to clear the matter, Martin has advised that the city needs to relinquish all four recorded easements and start over. The developer caused this delay and I have explained to them the delay this will have on their project as it cannot proceed until after the relinquishments. Having said that, what do you need from Real Estate to get this accomplished? Katherine provided me with the documents that she used when she requested a relinquishment of an easement that was recorded in error.

I Have attached the following information for your use:

- Recorded Documents that we are requesting to have relinquished (2021090422)
- Request to Relinquish the Easements
- Acquisition Request for Right of Way (2020-Dedication-0000143)

Let me know if you need anything else to start the ball rolling.

Thank You,

David J. Edwards, Project Manager II
City & County of Denver
Department of Finance/Division of Real Estate
201 W Colfax Ave. Dept. 1010
Denver, CO 80202
720-913-0889 (O) 727-580-6635 (C)
<mailto:davidj.edwards@denvergov.org>



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Easement Relinquishment Submittal Checklist

Any submittal not meeting all minimum checklist criteria herein shall be rejected as incomplete.

Easement Relinquishment submittal documents will include the following:

- Application (Page 2&3 of this document) - Must be signed by owner, or a vested party
- Original holding document of the easement - eg. Ordinance, PNEE, Subdivision plan, etc.:
 - Must include the Clerk and Recorder's Book and Page, and/or Recordation Number.
- A Legal Description and Exhibits are required if you are relinquishing a portion of the easement as held in the original document. The Legal Description and Exhibit of the easement(s) to be relinquished, must be prepared by a Professional Land Surveyor (PLS), licensed in the State of Colorado:
 - PDF format (**must be PLS signed and stamped**) **and**
 - Word format (Does not need to be PLS signed and stamped)
- Site Plan - accurately engineered drawings to include:
 - Numerical and Bar Scale (Scale not to exceed 1:40)
 - North arrow
 - Legend
 - Vicinity map, if necessary
 - Plan set date and revision number (if applicable)
 - Call out the location of the easement proposed to be relinquished and hatch area**
 - Call out the location if new easement will be conveyed** (if applicable)
 - Property lines
 - Right-of-Way width
 - Edge of Pavement and/or Curb and Gutter
 - Sidewalks
 - Trees and landscaping in the ROW
 - Nearby driveways and alleys
 - Street names
 - Aerial imagery is allowed, but does not replace the required Engineered drawings**

FEES:

Must be paid immediately after project is logged in and a project number is provided by your Coordinator along with the project invoice.

Initial Processing Fee = \$1,000.00 (Non-Refundable)

Legal Description Review Fee = \$300.00 (Non-Refundable)

Ordinance Fee = \$300.00 (Non-Refundable)

I hereby attest that all above information has been incorporated into our plan submittal.

Mike McKeown 6/29/2021
Owner/Vested Party/Applicant Signature Date



APPLICATION EASEMENT RELINQUISHMENT

Please complete this application to apply for an ordinance to relinquish easements held by the City in the Public Right of Way. Please reference [Rules and Regulations for Easement Relinquishments](#) for more details on the relinquishment process. Please type or print. If necessary attach additional sheets to fully answer any of the following sections. Submit the complete application electronically to: DOTI.ER@denvergov.org.

DATE: 06/29/2021

PROJECT NAME: 2720 S FEDERAL BLVD LOFTS

IS THIS PROJECT ASSOCIATED WITH A SITE DEVELOPMENT REVIEW? Yes No

If you checked 'Yes' above, provide Project Master, Site Plan and/or Concept Development project numbers:

2019-PROJMSTR-0000608 , 2020-SDP-0000293 , 2019-CONCEPT-0000390

ADDRESS (approx.) OF EASEMENT: 2720 S Federal Blvd.

APPLICANT:

Name: Mike McCarty
Company (if applicable): Sustainable Design Build Title: Easement Agreement
Address: 3330 Larimer St. # 1C Denver, CO 80205
Telephone number: 720-319-8244 Email address: mike@sdb-denver.com

PROPERTY OWNER (where the easement is located): Check if the same as Applicant

Company: CO INVESTMENT LLC
Owner Contact: Paul Guan
Address: 8855 E PRAIRIE MEADOW DR DENVER, CO 80238-3886
Telephone Number: (303) 356-6336 Email address: paulguan28@hotmail.com

ORIGINAL HOLDING DOCUMENT THE EASEMENT IS HELD IN:

Title of document: Easement Agreement
Clerk & Recorder Recordation Number: 202109422
Ordinance Number (if applicable): _____

PORTION OF EASEMENT IF BEING RELINQUISHED:

Easement in its entirety A portion of the easement (as described in the legal description)





APPLICATION
EASEMENT RELINQUISHMENT

QUANTITY OF EASEMENTS TO BE RELINQUISHED: 4

Easement Groupings if submitting with multiple easements: 1

DESCRIBE THE CURRENT STATE OF THE EASEMENT(S):

In the space below, please describe what the easement was granted for, if it is a partial relinquishment or being relinquished in it's entirety and any addition background information

Permanent Easement for Stormwater, Permanent Easement for Public Access, Permanent Easement for Right Of Way Area, and Permanent Non-Exclusive Easement for Wastewater, Clerk and Recorder's reception number 2021090422. Recorded on 5/11/2021.

EXISTING UTILITIES:

If there are existing utilities in the easement, please explain how these utilities will be accommodated and whether they will be removed or relocated.

If there are no existing utilities in the easement to the best of your knowledge, please state NO Utilities or N/A

N/A

EXPLANATION OF WHY THE EASEMENT RELINQUISHMENT IS BEING REQUESTED:

Please explain why the easement needs to be relinquished.

The easement is related to Dedication: 2020-Dedication-0000143 / 2019-PROJMSTR-0000608- 2720-2730 S Federal Blvd and 2711 S Decatur St. The City provided the standard easement and dedication documents. Grantor had prepared easement documentation other than the approved Easement Language, signed it and recorded it without the City's approval of the language. Additionally, the Easement for Right of Way should have been a Special Warranty Deed for Right of Way. Grantor has agreed to sign City's template easement and Special Warranty Deed in another form but this easement needs to be relinquished per the City Attorney (Martin Plate).

Fees related to the relinquishment should be charged to the property owner.

I/WE HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS APPLICATION AND THAT THE FOREGOING INFORMATION ON THIS APPLICATION IS TRUE AND COMPLETE.

Signature of Mike McCarty
(Owner/Vested Party Signature)

6/29/2021
DATE





2021090422

Page: 1 of 23

D \$0.00

EASEMENT AGREEMENT

(Project No. 2019-Projmstr-0000608 - 2720 S. Federal Blvd.)

KNOW ALL MEN BY THESE PRESENTS:

That **CO INVESTMENT LLC**, a Colorado Limited Liability Co., whose legal address is 8855 E. Prairie Meadow Dr., Denver, CO 80238 ("Grantor"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the **CITY AND COUNTY OF DENVER**, a Home Rule City and municipal corporation of the State of Colorado ("City"), its successors and assigns, a permanent, non-exclusive easement ("Easement") to locate, install, construct, inspect, operate, maintain, repair, remove, replace, relocate and reconstruct facilities for stormwater, sanitary sewage, and related purposes, including related underground and surface facilities and appurtenances thereto ("Public Improvements"), into, within, over, upon, across, through and under the following described parcel of land ("Easement Property"):

See Exhibit A attached hereto

Grantor has full right and lawful authority to grant the Easement and has fee simple title to the Easement Property.

The interest granted to City herein shall specifically include any after acquired rights of Grantor in the Easement Property, to the extent of the Easement rights herein stated.

In addition to the rights granted above, in order to exercise the rights granted to the City herein, if ingress to and egress from the Easement Property from and to a public road or highway is not available, Grantor grants to City the right of ingress to and egress from the Easement Property over and across adjacent land owned by Grantor by means of roads and lanes thereon, if such exist, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor.

Grantor further grants to City the right from time to time to trim and to cut down and clear away any and all trees, brush and other obstructions now or hereafter on the Easement Property, and to trim and to cut down and clear away any trees on either side of the Easement Property, which now or hereafter in the reasonable determination of City may be a hazard to the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation or reconstruction of the Public Improvements, or may interfere with the exercise of City's rights hereunder.

Grantor shall indemnify, defend and hold harmless the City and County of Denver from any and all claims for damages arising in any way or incident to the condition of the property including the existence of any hazardous material, substance or waste; and the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation and/or reconstruction by the City, or its agents, of the Public Improvements across the Easement Property ("Claims"); unless such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City.

Except as otherwise provided herein, Grantor, its successors and assigns, reserves the right to fully use and enjoy the Easement Property, so long as such use and enjoyment shall not interfere with the location, installation, construction, inspection, operation, maintenance, repair, removal, replacement, relocation, and reconstruction of the Easement facilities installed or permitted to be installed by the City. Grantor covenants and agrees that, effective as of the date of this Easement Agreement, the Grantor shall not erect, install, place, or permit any building, structure, wall, fence, tree, or other below- or above- ground obstruction upon the Easement Property, except as otherwise approved by the Manager of Public Works in writing.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantor upon receipt of written notice from the City or, if Grantor does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for all costs and expenses incurred by the City in enforcing the terms of the Easement Agreement.

The provisions of this Easement Agreement shall inure to the benefit of and bind the successors and assigns of the Grantor and City. All covenants stated in this Easement Agreement shall apply to and run with the land.

“GRANTOR”

Signed and delivered this 29 day of April, 2021.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR: CO INVESTMENT LLC

By: [Signature]

Printed Name: XIAO PENG GUAN

Title: owner

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29 day of April, 2021, by Xiao Peng Guan as owner.

My commission expires: 12-28-2022.

WITNESS my hand and official seal.

THOMAS DALE KERN GREIMAN
Notary Public
State of Colorado
Notary ID # 20184048879
My Commission Expires 12-28-2022

[Signature]
Notary Public

EXHIBIT A
PAGE 1 OF 2

LAND DESCRIPTION:

A PORTION OF LOT 14, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, THENCE S89°41'48"W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 193.13 FEET TO THE **POINT OF BEGINNING**;

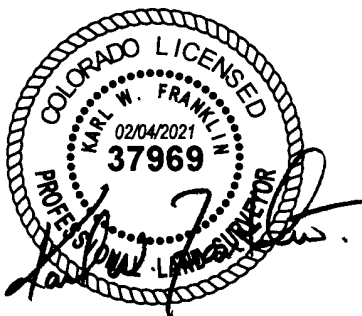
THENCE CONTINUING S89°41'48"W ALONG SAID SOUTH LINE A DISTANCE OF 108.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14;
THENCE N00°00'54"E ALONG THE WEST LINE OF SAID LOT 14 A DISTANCE OF 25.00 FEET TO A LINE PARALLEL WITH THE SOUTH LINE OF LOT 14;
THENCE N89°41'48"E ALONG SAID PARALLEL LINE A DISTANCE OF 18.00 FEET TO A TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH AN ANGLE OF 25°53'49", RADIUS OF 48.00 FEET AND A LENGTH OF 21.70 FEET;
THENCE N63°47'59"E A DISTANCE OF 13.21 FEET TO A TANGENT CURVE TO THE RIGHT;
THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH AN ANGLE OF 25°53'49", RADIUS OF 24.00 FEET AND A LENGTH OF 10.85 FEET TO A LINE PARALLEL WITH THE SOUTH LINE OF LOT 14;
THENCE N89°41'48"E ALONG SAID PARALLEL LINE A DISTANCE OF 47.45 FEET;
THENCE S00°18'12"E A DISTANCE OF 38.00 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 3591 ± SQUARE FEET (0.082 ± ACRES); MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN S. DECATUR ST. BETWEEN A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. YALE AVE. AND S. DECATUR ST. AND A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. AMHURST AVE. AND S. DECATUR ST.; ASSUMED TO BEAR S00° 00' 38"W.

Karl
Fran
klin

Digitally signed by
Karl Franklin
DN: cn=Karl
Franklin, o=Altitude
Land Consultants,
ou,
email=karl@altitud
elandco.com, c=US
Date: 2021.03.29
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Prepared By:

Altitude Land Consultants, Inc
Karl W. Franklin, PE-PLS-EXW
Colorado PLS 37969

Date: 02/04/2021
Job No. 19-196

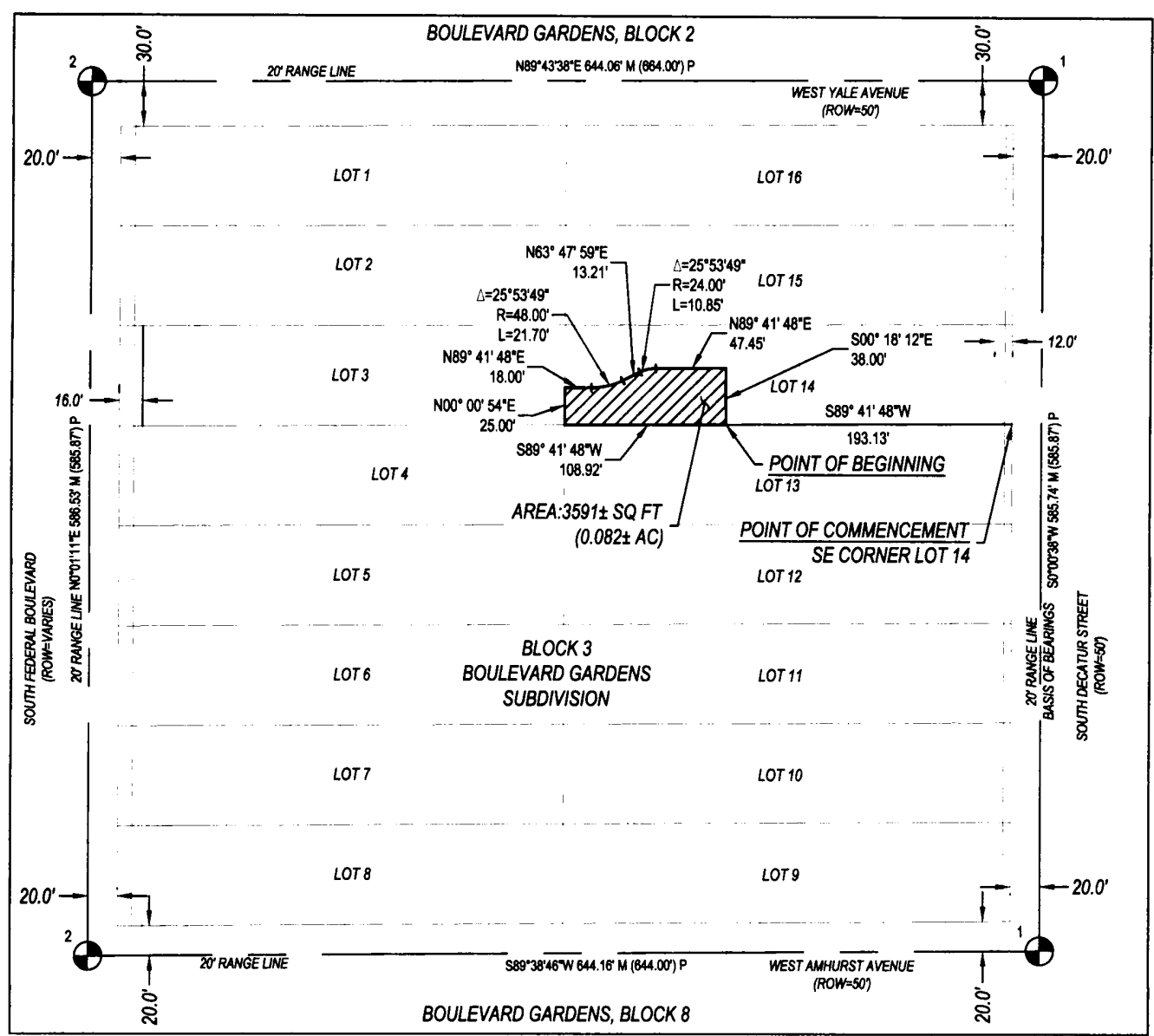


3461 Ringsby Court, Suite 125
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2727 N. Cascade, #160 Colorado Springs,
CO 80907

720.594.9494
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www.AltitudeLandCo.com

EXHIBIT A
PAGE 2 OF 2



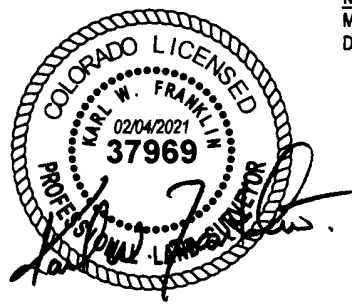
NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT ONLY THE ATTACHED LEGAL DESCRIPTION.



3461 Ringsby Court, Suite 125
Denver, CO 80218

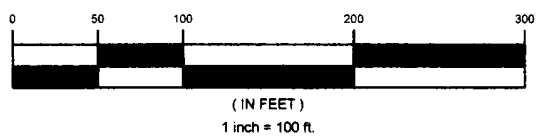
2727 N. Cascade, #160 Colorado Springs,
CO 80907

720.594.9494
Info@AltitudeLandCo.com
www.AltitudeLandCo.com



LEGEND:

- 1 FOUND 1" AXLE IN RANGE BOX
- 2 CALCULATED RANGE POINT FROM FOUND TIES
- RANGE LINE
- BLOCK LINE



Date: 02/04/2021
Job No. 19-196

PERMANENT EASEMENT FOR PUBLIC ACCESS
2720 S. Federal Blvd.

This Permanent Easement for Public Access ("Easement"), made this 29 day of April, 2021, between **CO INVESTMENT LLC** whose address is 8855 E. Prairie Meadow Dr., Denver, CO 80238 ("Grantor") 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 ("Grantee");

WITNESSETH:

That for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees to the following:

Grantor hereby grants and conveys unto the Grantee for the benefit of the Grantee and the general public a permanent non-exclusive easement upon, across and over the parcel(s) described below (collectively, the "Easement Area(s)") for the purpose of using such Easement Area(s) for vehicular and pedestrian ingress and egress by the Grantee and general public. The term "vehicular" includes all forms of non-pedestrian travel allowed by the laws of the State of Colorado and the City and County of Denver.

Nothing herein shall require the Grantee to construct, reconstruct, maintain, service or repair such any improvements in the Easement Area(s).

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is upon, across, and over the land described as follows:

SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area(s), and that it has a good and lawful right to grant this Easement in the Easement Area(s).

Grantor further covenants and agrees that, unless otherwise authorized by a site development plan approved by the Grantee, 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 Easement Area(s). Grantor further reserves the right to enter upon and use any portion of the Easement Area(s) in any manner that does not materially and adversely interfere with the purposes for which this Easement is granted (it being further acknowledged and agreed that Grantor shall have the right to temporarily close the Easement Area(s) or any portion thereof as may be reasonably necessary in connection with the use, operation, construction, maintenance, repair, and/or replacement of (i) the Easement Area(s) (or any portion thereof, or any facilities thereon, whether at grade or below grade), and/or (ii) any portion of the Grantor's adjacent 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. In connection with the foregoing self-help right of Grantee, the Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor as reasonably necessary by such route or routes as shall occasion the least practical damage and inconvenience to the grantor (and/or any of its or their tenants or occupants) for the purpose of constructing, repairing, maintaining and operating the Easement Area(s) if deemed necessary by Grantee in accordance with this paragraph.

Grantor further understands and agrees that with respect to the Easement Area(s), all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Easement Area(s) 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 Easement Area(s) if deemed necessary by Grantee.

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 the Grantee from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising from the environmental condition of the Easement Area(s), including the existence of any hazardous material, substance or waste.

This Easement or any portion thereof shall automatically terminate upon dedication of that portion of such Easement Area(s) to and acceptance by the City and County of Denver as public right-of-way. Any portion of the Easement Area(s) not so dedicated as public right-of-way shall remain in full force and effect.

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.

[Signatures to follow.]

EXHIBIT A
PAGE 1 OF 2

LAND DESCRIPTION:

A PORTION OF LOTS 3 AND 14, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, THENCE S89°41'48"W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 12.00 FEET TO A LINE 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14; THENCE N00°00'38"E ALONG SAID PARALLEL LINE A DISTANCE OF 38.00 FEET, ALSO BEING THE **POINT OF BEGINNING**;

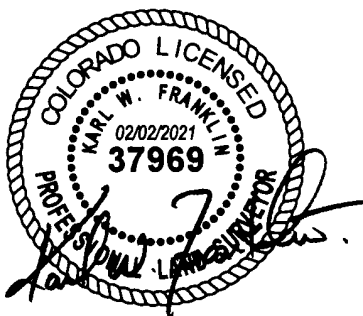
THENCE S89°41'48"W ALONG A LINE PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 228.79 FEET TO A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH AN ANGLE OF 25°53'49", RADIUS OF 24.00 FEET AND A LENGTH OF 10.85 FEET; THENCE S63°47'59"W A DISTANCE OF 13.21 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH AN ANGLE OF 25°53'49", RADIUS OF 48.00 FEET AND A LENGTH OF 21.70 FEET; THENCE S89°41'48"W ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 304.05 FEET TO A LINE 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 3; THENCE N00°01'11"E A DISTANCE OF 24.00 FEET; THENCE N89°41'48"E ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 303.92 FEET TO A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID TANGENT CURVE TO THE LEFT WITH AN ANGLE OF 25°53'49", RADIUS OF 24.00 FEET AND A LENGTH OF 10.85 FEET; THENCE N63°47'59"E A DISTANCE OF 13.21 FEET TO A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID TANGENT CURVE TO THE RIGHT WITH AN ANGLE OF 25°53'49", RADIUS OF 48.00 FEET AND A LENGTH OF 21.70 FEET; THENCE N89°41'48"E ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 228.92 FEET TO A LINE 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14; THENCE S00°00'38"W ALONG SAID PARALLEL LINE A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13886 ± SQUARE FEET (0.318 ± ACRES); MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN S. DECATUR ST. BETWEEN A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. YALE AVE. AND S. DECATUR ST. AND A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. AMHURST AVE. AND S. DECATUR ST.; ASSUMED TO BEAR S00° 00' 38"W.

Karl
Franklin

Digitally signed by
Karl Franklin
DN: cn=Karl
Franklin, o=Altitude
Land Consultants,
ou,
email=karl@altitud
elandco.com, c=US
Date: 2021.03.29
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Prepared By:
Altitude Land Consultants, Inc
Karl W. Franklin, PE-PLS-EXW
Colorado PLS 37969

Date: 02/02/2021
Job No. 19-196

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CO 80907

720.594.9494
Info@AltitudeLandCo.com
www.AltitudeLandCo.com

PERMANENT EASEMENT FOR RIGHT-OF-WAY AREA

2720 S. Federal Blvd.

THIS PERMANENT EASEMENT FOR RIGHT-OF-WAY AREA, made this 21 day of April, 2021, between **CO INVESTMENT LLC**, a Colorado Limited Liability Company ("Grantor") and the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado ("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 City 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 City, or the City

may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for any costs or expenses incurred by the City 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.

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 the City 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.

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.

[Signature page follows.]

EXHIBIT A
PAGE 1 OF 2

LAND DESCRIPTION PARCEL #1:

THE EAST 6.00 FEET OF THE WEST 16.0 FEET OF LOTS 2-3, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 804.91 ± SQUARE FEET (0.019 ± ACRES); MORE OR LESS.

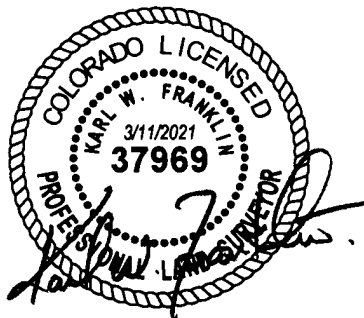
LAND DESCRIPTION PARCEL #2:

THE WEST 7.00 FEET OF THE EAST 12.0 FEET OF LOT 14, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 468.80 ± SQUARE FEET (0.011 ± ACRES); MORE OR LESS.

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Digitally signed
by Karl Franklin
DN: cn=Karl
Franklin,
o=Altitude Land
Consultants, ou,
email=karl@altit
udelandco.com,
c=US
Date: 2021.03.29
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Prepared By:
Altitude Land Consultants, Inc
Karl W. Franklin, PE-PLS-EXW
Colorado PLS 37969

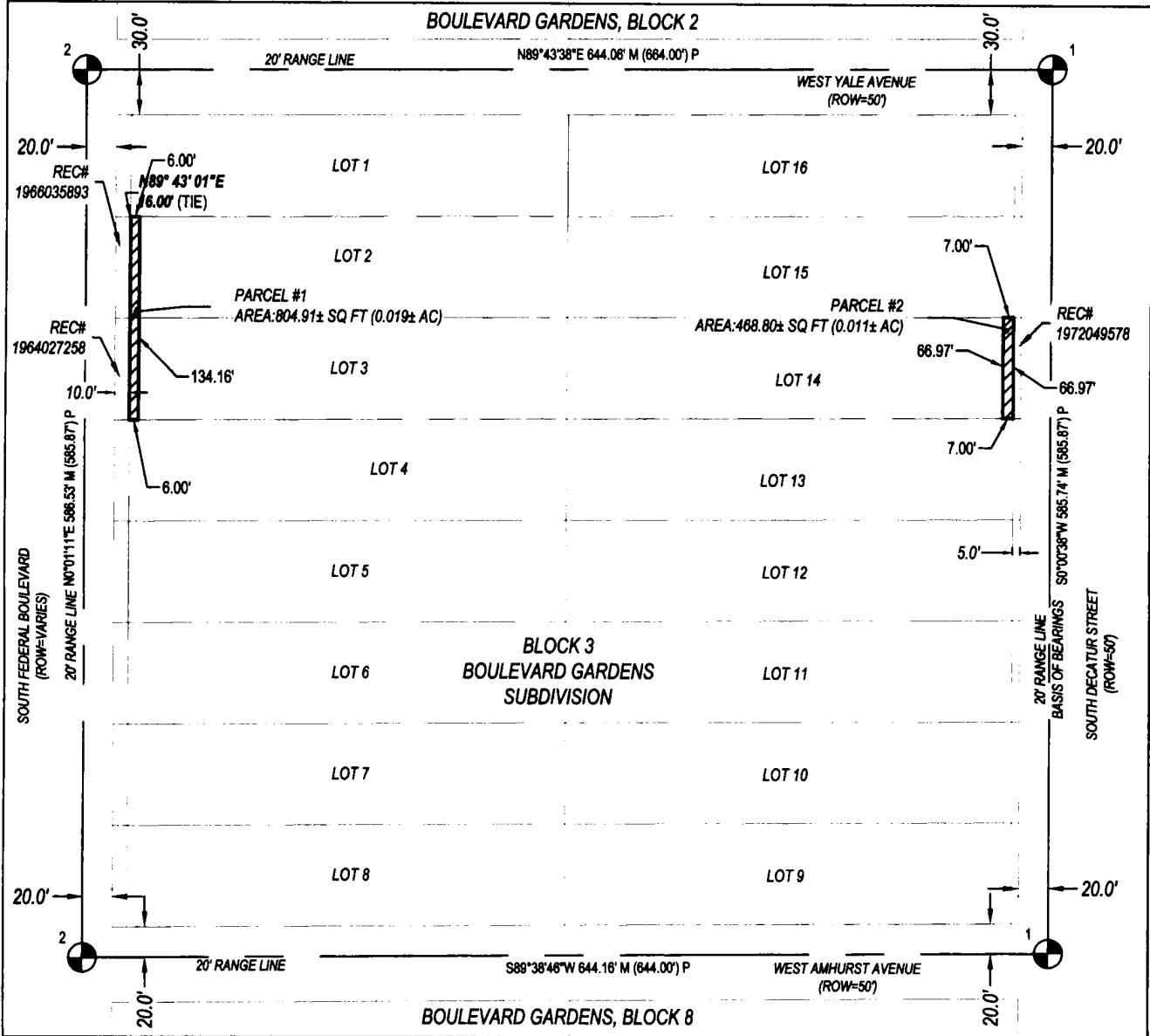
Date: 3/11/2021
Job No. 19-196

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EXHIBIT A
PAGE 2 OF 2



*ALL MEASUREMENTS IN PARENTHESES ARE PER PLAT.



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Date: 3/11/2021
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(IN FEET)
1 inch = 100 ft.

LEGEND:

	DEDICATION AREA
	FOUND 1" AXLE IN RANGE BOX
	CALCULATED RANGE POINT FROM FOUND TIES
	FOUND CHISELED CROSS
	RANGE LINE
	BLOCK LINE

Project Number: 2019-Projmstr-0000608

PERMANENT NON-EXCLUSIVE EASEMENT
2720 S. Federal Blvd.

This Permanent Non-Exclusive Easement ("Easement"), made this 29 day of April, 2021, between **CO INVESTMENT LLC** whose address is 8855 E. Prairie Meadow Dr., Denver, CO 80238 ("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 2720 S. Federal Blvd. (the "Property"), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned wastewater facilities: storm sewer, permanent underground detention, and grade water quality pond and storm sewer outlet pipe (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 A attached hereto and incorporated herein ("Easement Area"), for the purpose of maintaining, repairing, and servicing the Facilities if required as set forth herein, together with any and all rights of ingress and egress, 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 iv 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): CO Investment LLC
 8855 E. Prairie Meadow Dr.
 Denver, CO 80238

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.

[Signatures follow on next page.]

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

GRANTOR: CO INVESTMENT LLC

By: [Signature]

Printed Name: XIAO PENG GUAN

Title: owner

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of 2021, 2021, by Xiao Peng Guan as Owner.

My commission expires: 12-28-2022.

WITNESS my hand and official seal.

THOMAS DALE KERN GREIMAN
Notary Public
State of Colorado
Notary ID # 20184048879
My Commission Expires 12-28-2022

[Signature]
Notary Public

EXHIBIT A
 "PROPERTY AND EASEMENT AREA"
 PAGE 1 OF 2

LAND DESCRIPTION:

LOTS 2-3, EXCEPTING THE WEST 16.00 FEET THEREOF, AND LOT 14, EXCEPTING THE EAST 12.00 FEET THEREOF, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, THENCE S89°41'48"W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 12.00 FEET TO A LINE 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14, ALSO BEING THE **POINT OF BEGINNING**;

THENCE S89°41'48"W ALONG SAID SOUTH LINE, A DISTANCE OF 576.11 FEET TO A LINE 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 3;

THENCE N00°01'11"E ALONG SAID PARALLEL LINE, A DISTANCE OF 134.15 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;

THENCE N89°43'01"E ALONG SAID NORTH LINE, A DISTANCE OF 286.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;

THENCE S00°00'54"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 67.02 FEET TO THE COMMON CORNER BETWEEN SAID LOTS 2, 3, 14, AND 15;

THENCE N89°42'24"E ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 290.05 FEET TO A LINE 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14;

THENCE S00°00'38"W ALONG SAID PARALLEL LINE, A DISTANCE OF 66.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 57790.72 ± SQUARE FEET (1.327 ± ACRES); MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN S. DECATUR ST. BETWEEN A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. YALE AVE. AND S. DECATUR ST. AND A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. AMHURST AVE. AND S. DECATUR ST.; ASSUMED TO BEAR **S00° 00' 38"W**.

Karl
Franklin
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Karl Franklin
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o=Altitude Land
Consultants, ou,
email=karl@altitude
andco.com, c=US
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Prepared By:
Altitude Land Consultants, Inc
Karl W. Franklin, PE-PLS-EXW
Colorado PLS 37969

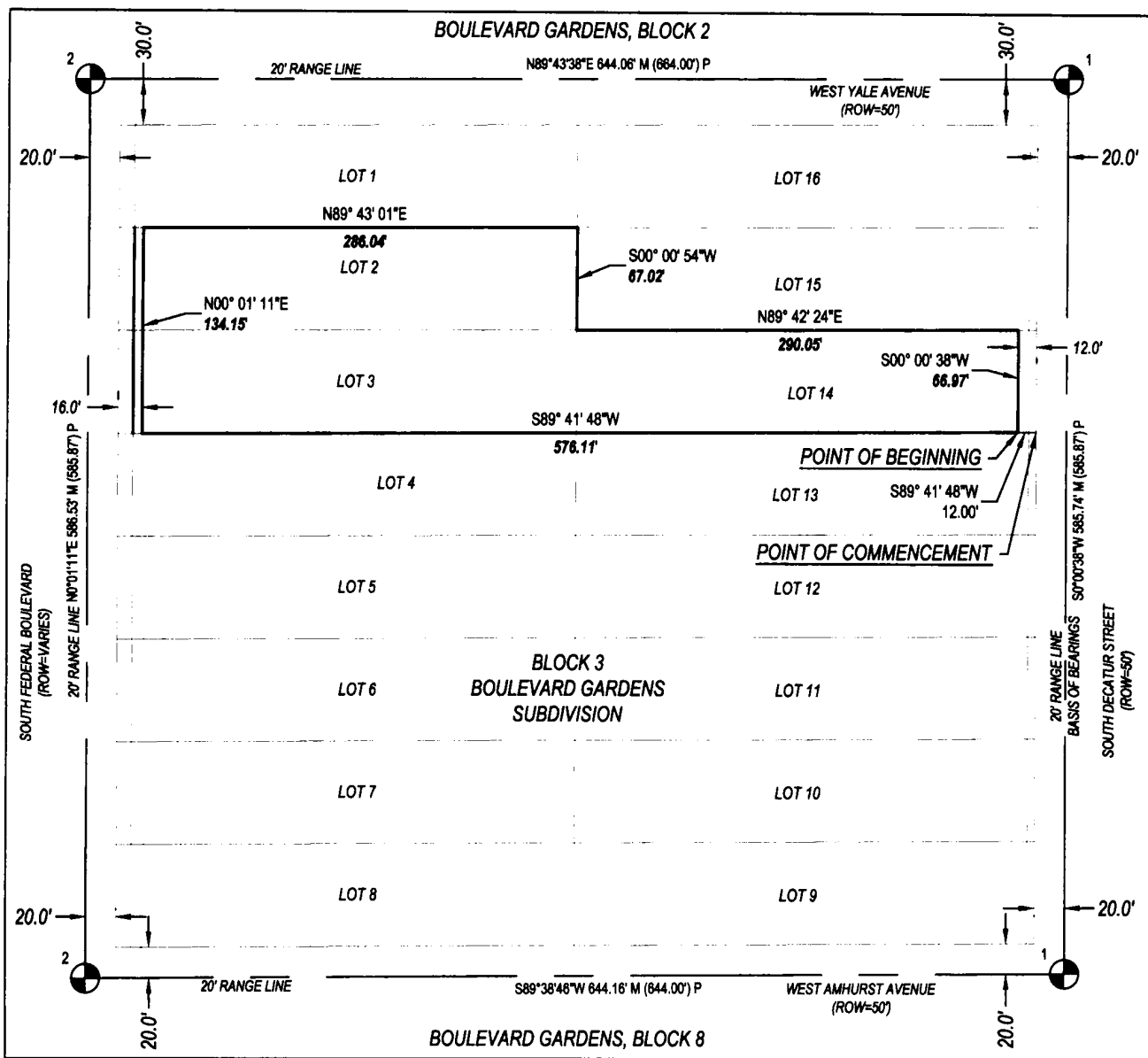
Date: 2/26/2021
Job No. 19-196

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EXHIBIT A
"PROPERTY AND EASEMENT AREA"
PAGE 2 OF 2



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

LEGEND:

1		FOUND 1" AXLE IN RANGE BOX
2		CALCULATED RANGE POINT FROM FOUND TIES
1		FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "L.S. 14112"
1		FOUND CHISELED CROSS
		RANGE LINE
		BLOCK LINE



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Date: 2/26/2021
Job No. 19-196



(IN FEET)
1 inch = 100 ft.

EXHIBIT B
"TRACT"
PAGE 1 OF 2

LAND DESCRIPTION:

LOTS 2-3, EXCEPTING THE WEST 16 FEET INCLUSIVE, AND LOT 14, EXCEPTING THE WEST 16 FEET INCLUSIVE, BLOCK 3, BOULEVARD GARDENS SUBDIVISION, AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 14, THENCE S89°41'48"W A DISTANCE OF 12.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 14, ALSO BEING THE **POINT OF BEGINNING**;

THENCE S89°41'48"W A DISTANCE OF 576.11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3;
THENCE N00°01'11"E A DISTANCE OF 134.15 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;
THENCE N89°43'01"E A DISTANCE OF 286.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;
THENCE S00°00'54"W A DISTANCE OF 67.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE N89°00'54"W A DISTANCE OF 290.05 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 14;
THENCE S00°00'38"W A DISTANCE OF 66.97 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 57790.72 ± SQUARE FEET (1.327 ± ACRES); MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE 20 FOOT RANGE LINE IN S. DECATUR ST. BETWEEN A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. YALE AVE. AND S. DECATUR ST. AND A FOUND 1" AXLE IN RANGE BOX AT THE INTERSECTION OF W. AMHURST AVE. AND S. DECATUR ST.; ASSUMED TO BEAR **S00° 00' 38"W**.

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Digitally signed
by Karl Franklin
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Franklin,
o=Altitude Land
Consultants, ou,
email=karl@altitu
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c=US
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Prepared By:

Altitude Land Consultants, Inc
Karl W. Franklin, PE-PLS-EXW
Colorado PLS 37969

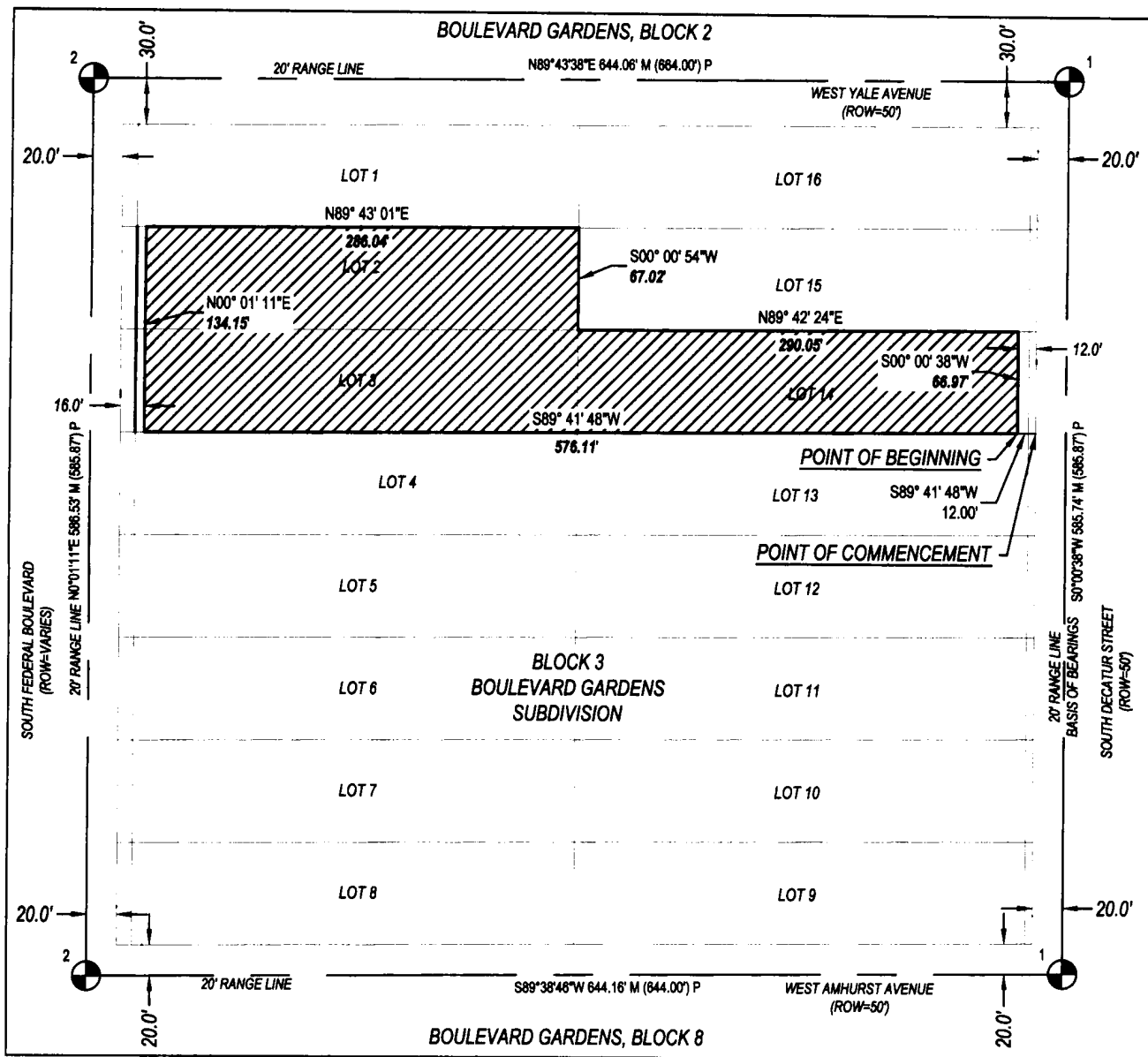
Date: 4/13/2021
Job No. 19-196

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EXHIBIT B
"TRACT"
PAGE 2 OF 2



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

LEGEND:

	DEDICATION AREA
1	FOUND 1" AXLE IN RANGE BOX
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1	FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "L.S. 14112"
1	FOUND CHISELED CROSS
	RANGE LINE
	BLOCK LINE



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