

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Project Description: Cherry Creek Storm Easement
Asset Mgmt No.: 21-117

EASEMENT AGREEMENT
Cherry Creek

KNOW ALL MEN BY THESE PRESENTS:

That **CITY AND COUNTY OF DENVER, a Municipal Corporation and Home Rule City of the State of Colorado**, ("City"), for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **ARAPAHOE COUNTY**, a Municipal Corporation of the State of Colorado ("Grantee"), 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

In addition to the rights granted above, in order to exercise the rights granted to the Grantee herein, if ingress to and egress from the Easement Property from and to a public road or highway is not available, the City grants to Grantee the right of ingress to and egress from the Easement Property over and across adjacent land owned by the City 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 City.

Grantee agrees to clear the easement of all construction debris and restore the area to a condition satisfactory to the City within ten (10) days from the date of the completion of construction of its Public Improvements described in Exhibit A. In the event the clearing and restoration of the area is not completed within the time specified, the Grantee agrees that the City may complete the work at the expense of Grantee.

This Agreement is subject to prior agreements, licenses and grants, recorded or unrecorded, and it is the Grantee's responsibility to determine the existence of any conflicting rights or uses.

Only to the extent authorized by the law of the State of Colorado, Grantee shall indemnify, defend and hold harmless the City 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 Grantee, 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, the City, 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 Grantee.

The Grantee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any Governmental authority promulgated thereunder controlling environmental standards and conditions of the premises. If, as a result of the Grantee’s occupancy of the premises and its operation hereunder, any such law, ordinance, rule or regulation is violated, the Grantee shall insofar as it legally may, protect, save harmless, defend and indemnify the City from and against and penalties, fines, costs and expense including legal fees and court costs incurred by the City, caused by, resulting from or connected with such violation or violations.

In the event the terms of this Easement are violated, such violation shall immediately be corrected by Grantee upon receipt of written notice from the City or, if Grantee does not correct the violation within the time designated in such notice, the City may elect to correct or eliminate such violation at the City’s expense. The Grantee 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 Grantee and City. All covenants stated in this Easement Agreement shall apply to and run with the land.

“CITY”

Signed and delivered this _____ day of _____, 2021.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number:
Contractor Name:

FINAN-202160416-00
ARAPAHOE COUNTY GOVERNMENT

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202160416-00
ARAPAHOE COUNTY GOVERNMENT

By: _____

Name: _____
(please print)

Title: _____
(please print)

See attached
signature page

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

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Parcel Description

A portion of that parcel Quit Claimed to the City and County of Denver filed September 30, 2019 at Reception Number 2019134775, in Section 28, Township 4 South, Range 67 West of the Sixth Principal Meridian, City and County of Denver, Colorado, described as follows:

Note:

1. The Basis of Bearings is the south line of that parcel described in Quit Claim Deed filed at Reception Number 2019134775, as monumented with an aluminum cap PLS 16398 at the east end and a brass cap PLS 16398 at the west end and bears S 89°48'09" W.

Commencing at the southwest corner of said parcel described in Quit Claim Deed filed at Reception Number 2019134775, a brass cap PLS 16398; Thence N 26°47'11" W, along the westerly line of said parcel filed at Reception Number 2019134775, a distance of 42.65 feet, more or less, to the southeast corner of Parcel No. 1 of that Easement to Arapahoe County filed December 19, 1985 in Book 4626 at Page 494 and the POINT OF BEGINNING;

Thence N 26°47'11" W, continuing along said westerly line, a distance of 161.10 feet to a point of curvature;

Thence along a curve to the left a distance of 99.56 feet, continuing along said westerly line, said curve having a radius of 370.20 feet, a delta angle of 15°24'29" and a chord distance of 99.26 feet which bears N 34°25'52" W;

Thence N 28°09'00" W, departing said westerly line, a distance of 44.45 feet;

Thence N 29°12'48" E a distance of 308.22 feet;

Thence S 60°47'12" E a distance of 25.00 feet;

Thence S 29°12'48" W a distance of 294.54 feet;

Thence S 28°09'00" E a distance of 278.50 feet, more or less, to a point on the southeasterly line of said Parcel No. 1 Easement;

Thence S 28°09'22" W, along said southeasterly line, a distance of 21.60 feet to the POINT OF BEGINNING.

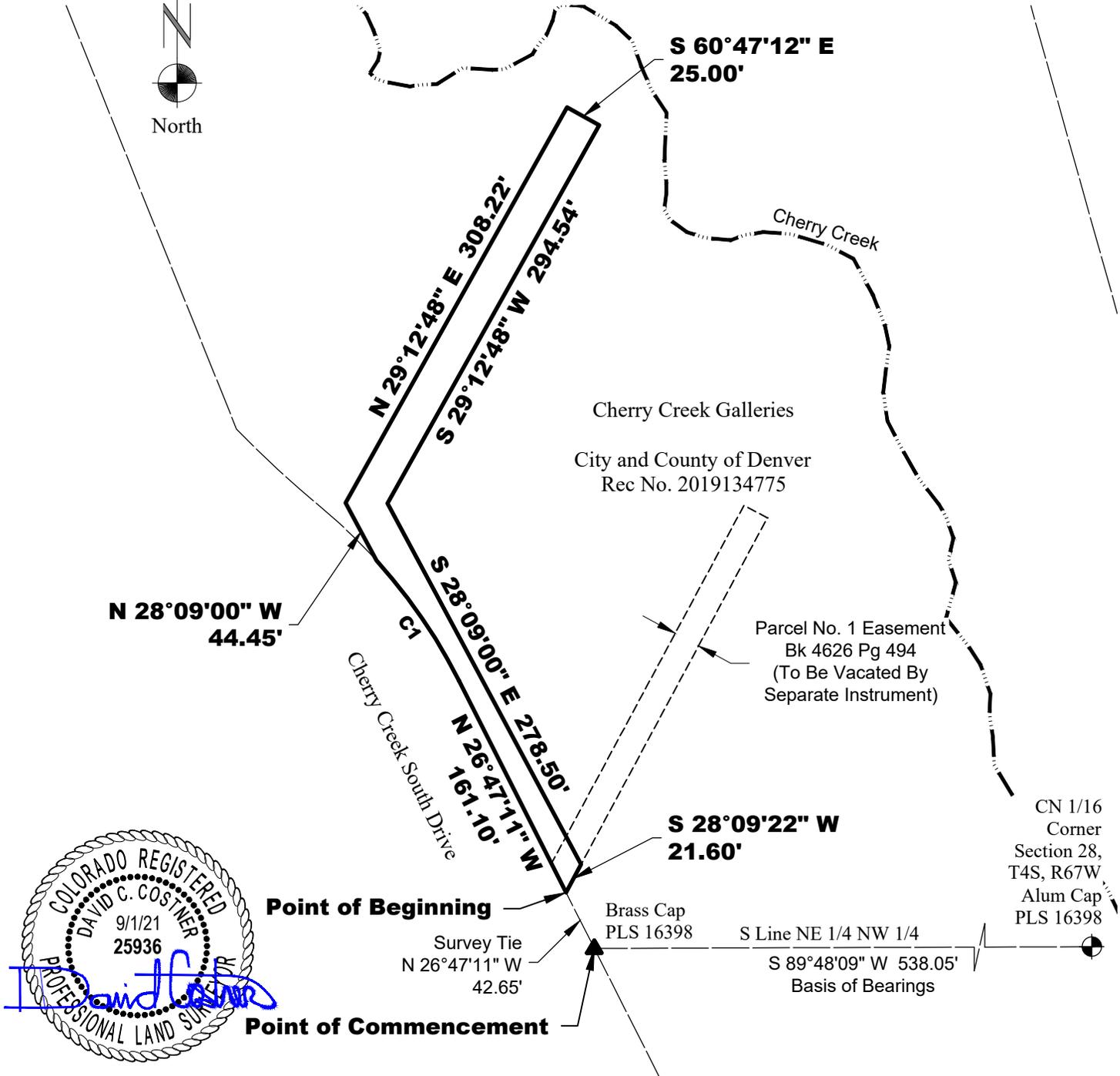
Containing 0.291 acres or 12,662.62 square feet, more or less.

Prepared by David C. Costner
For and on behalf of Topographic Land Surveyors
520 Stacy Ct. Ste B, Lafayette, CO 80026



Exhibit A

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CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	99.56'	370.20'	15°24'29"	99.26'	N 34°25'52" W

