



2014103195

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DS Project Number 2013D00479
Master Project Number 2013-0453

PERMANENT NON-EXCLUSIVE EASEMENT

Taxi – Freight Residential

This Permanent Non-Exclusive Easement (“Easement”), made 6TH day of AUGUST, 2014 between Freight, LLC whose address is 3455 Ringsby Ct, Denver, CO 80216 (“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 Taxi Freight Residential – 3515 Ringsby Ct, Denver, CO 80216 (the “Property”), described in Exhibit A attached hereto and incorporated herein, which will be served by privately owned wastewater facilities, including aboveground detention/water quality ponds and related appurtenances (collectively the “Facilities”).
2. The Grantor(s) are jointly and severally responsible for the maintenance, repair, replacement 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 B 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. Consultant 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 to 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): Freight, LLC
 3455 Ringsby Court
 Denver, CO 80216

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: Freight, LLC

BY:

Morton Zeppelin
Morton Zeppelin, Freight, LLC Manager

MORTON ZEPPELIN
Printed Name

STATE OF Colorado)

_____) ss

COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 2014, by Morton Zeppelin as Manager for Freight, LLC, as the Grantor(s).

Witness my hand and official seal.

My commission expires: 2-14-2015



Mike Belloni

Notary Public

3455 RINGSBY CT #100

Address DENVER CO 80216

EXHIBIT A**FREIGHT RESIDENTIAL**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO, BEING A PORTION OF THAT PARCEL DESCRIBED IN WARRANTY DEED RECORDED AT RECEPTION NO. 9500130196 OF THE RECORDS OF THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE NORTH 00°07'07" EAST, ALONG THE WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 22, A DISTANCE OF 164.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE COLORADO AND EASTERN RAILWAY AND THE SOUTHWEST PROPERTY CORNER OF THE TAXI FREIGHT PARCEL; SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE OUTER BOUNDARY OF THE TAXI WAREHOUSE PARCEL, THE TAXI FREIGHT PARCEL AND THE TAXI FREIGHT BUILDING PARCEL AS DESCRIBED AND SET FORTH AT RECEPTION NO. 2011034424 AND RECEPTION NO. 2010058401 FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE THE FOLLOWING SIX (6) COURSES;

1) THENCE NORTH 45°26'19" EAST ALONG SAID RIGHT-OF-WAY LINE OF THE COLORADO AND EASTERN RAILWAY A DISTANCE OF 372.10 FEET TO THE NORTHERLY MOST CORNER OF SAID TAXI WAREHOUSE PARCEL;

2) THENCE SOUTH 66°23'55" EAST A DISTANCE OF 136.92 FEET;

3) THENCE NORTH 23°38'08" EAST A DISTANCE OF 265.66 FEET;

4) THENCE SOUTH 66°08'28" EAST A DISTANCE OF 372.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RINGSBY COURT;

5) THENCE SOUTH 31°35'08" WEST, ALONG SAID RIGHT-OF-WAY LINE OF RINGSBY COURT, A DISTANCE OF 618.02 FEET TO A POINT BEING THE SOUTHERLY MOST CORNER POINT OF SAID TAXI FREIGHT PARCEL;

6) THENCE NORTH 66°07'43" WEST ALONG THE BOUNDARY LINE OF SAID TAXI FREIGHT PARCEL, A DISTANCE OF 562.14 FEET TO THE POINT OF BEGINNING;

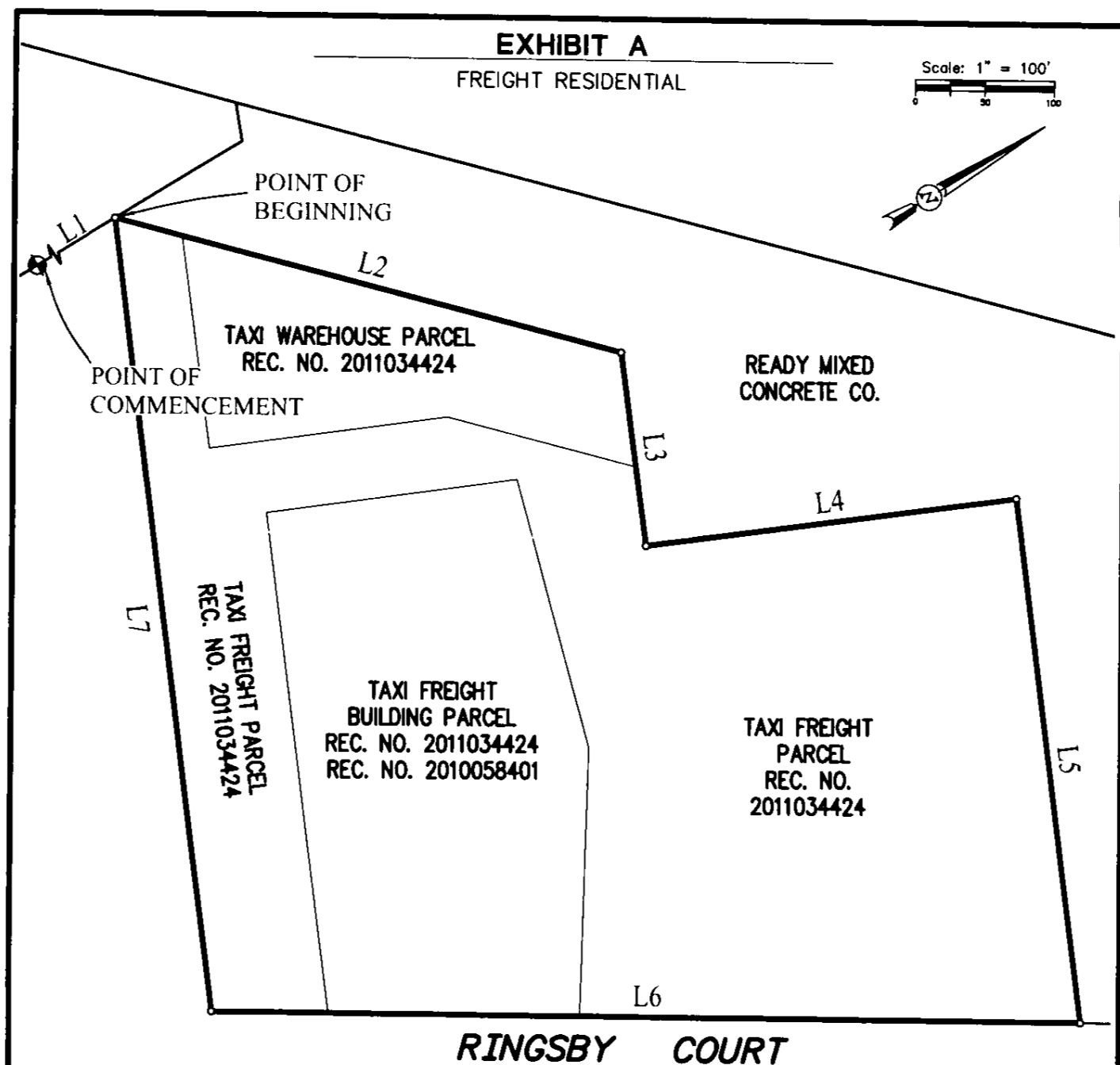
SAID PARCEL CONTAINS 273,272 SQUARE FEET, 6.27 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
DONALD LAMBERT, PLS 30830
FRONTIER SURVEYING, INC.
352 NORFOLK STREET
AURORA, CO 80011



SHEET 1 OF 2





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°07'07"E	164.00
L2	N45°26'19"E	372.10
L3	S66°23'55"E	136.92
L4	N23°38'08"E	265.66
L5	S66°08'28"E	372.49
L6	S31°35'08"W	618.02
L7	N66°07'43"W	562.14

SHEET 2 OF 2



**FRONTIER
SURVEYING, INC.**

352 Norfolk Street
Aurora, CO 80011

Ofc. 303-340-0113
Fax. 303-340-0114

EXHIBIT B**FREIGHT RESIDENTIAL**

A PARCEL OF LAND BEING A PORTION OF THE TAXI FREIGHT PARCEL AS DESCRIBED AT RECEPTION NO. 2011034424 AND THE TAXI FREIGHT BUILDING PARCEL AS DESCRIBED AT RECEPTION NO. 2011034424 AND RECEPTION NO. 2010058401 FILED IN THE CITY AND COUNTY OF DENVER CLERK AND RECORDER'S OFFICE; SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF THE TAXI FREIGHT PARCEL AS DESCRIBED AT SAID RECEPTION NO. 2011034424; THENCE S31°35'08"W, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF RINGSBY COURT, A DISTANCE OF 10.60 FEET TO THE POINT OF BEGINNING; THENCE S31°35'08"W, CONTINUING ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF RINGSBY COURT, A DISTANCE OF 20.00 FEET; THENCE N58°29'27"W A DISTANCE OF 52.69 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 4.67 FEET, A CENTRAL ANGLE OF 7°39'01" AND A CHORD BEARING N62°18'58"W A DISTANCE OF 4.67 FEET; THENCE N66°08'28"W A DISTANCE OF 169.75 FEET; THENCE S23°51'32"W A DISTANCE OF 11.92 FEET; THENCE S43°40'58"W A DISTANCE OF 27.60 FEET; THENCE S23°38'07"W A DISTANCE OF 121.44 FEET; THENCE S66°21'52"E A DISTANCE OF 113.72 FEET; THENCE S41°45'14"W A DISTANCE OF 125.95 FEET; THENCE N73°42'39"W A DISTANCE OF 77.11 FEET; THENCE S39°45'09"W A DISTANCE OF 33.56 FEET; THENCE N58°36'01"W A DISTANCE OF 119.01 FEET; THENCE N23°38'20"E A DISTANCE OF 270.34 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 86.60 FEET, A CENTRAL ANGLE OF 90°13'12" AND A CHORD BEARING OF N68°44'56"E A DISTANCE OF 77.93 FEET; THENCE S66°08'28"E A DISTANCE OF 253.28 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 55.00 FEET, AN ARC LENGTH OF 7.34 FEET, A CENTRAL ANGLE OF 7°39'01" AND A CHORD BEARING S62°18'58"E A DISTANCE OF 7.34 FEET; THENCE S58°29'27"E A DISTANCE OF 52.69 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL;

COMMENCING AT THE EASTERLY MOST CORNER OF THE TAXI FREIGHT PARCEL AS DESCRIBED AT SAID RECEPTION NO. 2011034424; THENCE N71°22'57"W A DISTANCE OF 251.77 FEET TO THE POINT OF BEGINNING; THENCE S23°51'32"W A DISTANCE OF 8.42 FEET; THENCE S43°40'58"W A DISTANCE OF 9.52 FEET; THENCE N66°21'52"W A DISTANCE OF 4.21 FEET; THENCE S23°38'08"W A DISTANCE OF 255.12 FEET; THENCE S39°45'09"W A DISTANCE OF 6.97 FEET; THENCE S16°08'08"W A DISTANCE OF 12.73 FEET; THENCE N73°51'52"W A DISTANCE OF 5.56 FEET; THENCE S39°45'09"W A DISTANCE OF 6.76 FEET; THENCE N58°36'01"W A DISTANCE OF 23.21 FEET; THENCE N73°58'54"W A DISTANCE OF 34.79 FEET; THENCE N23°38'08"E A DISTANCE OF 9.31 FEET; THENCE N58°36'01"W A DISTANCE OF 26.27 FEET; THENCE N23°38'20"E A DISTANCE OF 252.88 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 55.11 FEET, A CENTRAL ANGLE OF 90°13'12" AND A CHORD BEARING N68°44'56"E A DISTANCE OF 49.59 FEET; THENCE S66°08'28"E A DISTANCE OF 63.53 FEET; TO THE POINT OF BEGINNING.

CONTAINING 32,153 SQUARE FEET OR 0.738 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

DON LAMBERT, PLS 30830
FOR AND ON BEHALF OF FRONTIER SURVEYING, INC.
352 NORFOLK STREET, AURORA, CO 80011



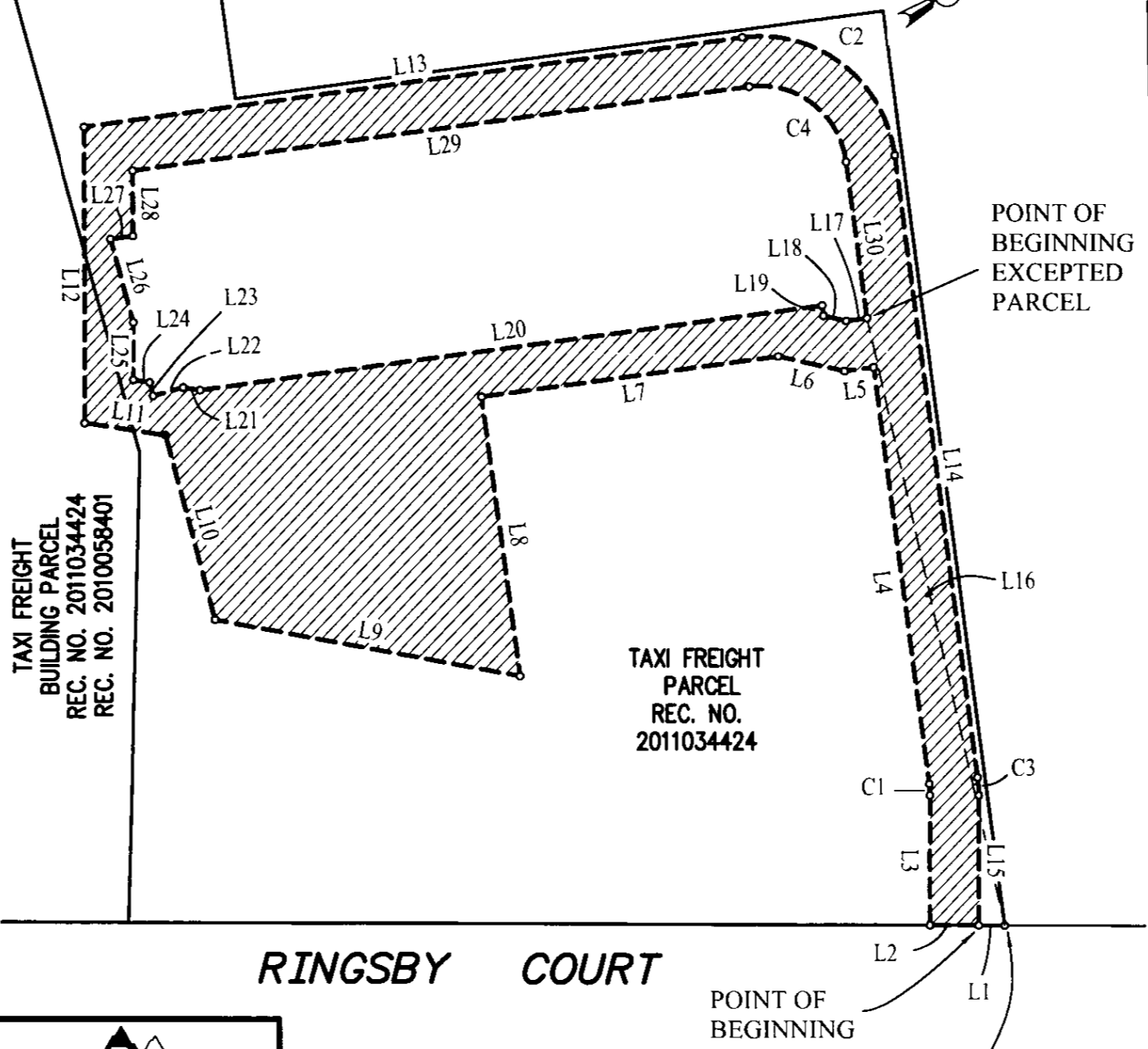
SHEET 1 OF 3



EXHIBIT B

FREIGHT RESIDENTIAL

Scale: 1" = 60'

READY MIXED
CONCRETE CO.

**FRONTIER
SURVEYING, INC.**
352 Norfolk Street
Aurora, CO 80011
Ofc. 303-340-0113
Fax. 303-340-0114

SHEET 2 OF 3

DATE 5/31/14 PROJECT NO. 13-201

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EXHIBIT B**FREIGHT RESIDENTIAL****CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	Ch Brg	Ch Dist
C1	35.00	4.67	7°39'01"	N62°18'58"W	4.67
C2	55.00	86.60	90°13'12"	S68°44'56"W	77.93
C3	55.00	7.34	7°39'01"	N62°18'58"W	7.34
C4	35.00	55.11	90°13'12"	S68°44'56"W	49.59

LINE TABLE

LINE	BEARING	DISTANCE
L1	S31°35'08"W	10.60
L2	S31°30'33"W	20.00
L3	N58°29'27"W	52.69
L4	N66°08'28"W	169.75
L5	S23°51'32"W	11.92
L6	S43°40'58"W	27.60
L7	S23°38'07"W	121.44
L8	S66°21'52"E	113.72
L9	S41°45'14"W	125.95
L10	N73°42'39"W	77.11
L11	S39°45'09"W	33.56
L12	N58°36'01"W	119.01
L13	N23°38'20"E	270.34
L14	S66°08'28"E	253.28
L15	S58°29'27"E	52.69
L16	N71°22'57"W	251.77
L17	S23°51'32"W	8.42
L18	S43°40'58"W	9.52
L19	N66°21'52"W	4.21
L20	S23°38'08"W	255.12
L21	S39°45'09"W	6.97
L22	S16°08'08"W	12.73
L23	N73°51'52"W	5.56
L24	S39°45'09"W	6.76
L25	N58°36'01"W	23.21
L26	N73°58'54"W	34.79
L27	N23°38'08"E	9.31
L28	N58°36'01"W	26.27
L29	N23°38'20"E	252.88
L30	S66°08'28"E	63.53

SHEET 3 OF 3


**FRONTIER
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