

## EASEMENT EXCHANGE AGREEMENT

THIS AGREEMENT, made effective as the last date set forth on the signature pages below, between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("Denver"), whose legal address is 1437 Bannock Street, Room 350, Denver, Colorado 80202, and the **METRO WASTEWATER RECLAMATION DISTRICT**, a public body politic and corporate and a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose legal address is 6450 York Street, Denver, Colorado 80229.

**WHEREAS**, the District owns certain sewer transmission pipes and facilities in the area of Lakewood Dry Gulch Park which is owned by Denver and the parties agree and acknowledge that it would be mutually beneficial for the parties to exchange certain easement rights to facilitate each parties respective rights and uses prior to the area being dedicated as a public park; and

**WHEREAS**, the District has certain easement rights relating to sewage pipelines and appurtenances that have been abandoned and are no longer in use in the area of Lakewood and Dry Gulch ("The District Easements"); and

**WHEREAS**, since 1987, the District has owned and operated separate active sewage transmission pipes and facilities in the area of Lakewood and Dry Gulch that are not covered by express easements and it would be beneficial to all parties to obtain express easements from Denver to clarify the rights and obligations of the parties related thereto; and

**WHEREAS**, parties hereto wish to exchange the District Easements related to the abandoned sewage lines with new easements granted by Denver to the District for the active lines in the area of Lakewood Dry Gulch Park;

**THEREFORE**, for good and valuable consideration, the parties mutually covenant and agree to exchange certain easement rights as follows:

1. Grant of Easements by Denver to the District. For the consideration set forth herein, which is acknowledged, Denver hereby grants and transfers to the District its successors and assigns, the permanent right to enter, reenter, occupy and use the property situate in the County of Denver, State of Colorado, and more fully described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer pipelines, treated or raw wastewater force mains, manholes, and all underground and surface appurtenances thereto (collectively, "Sewer System"), of such size and capacity as necessary or required by the District and other reasonably necessary facilities or equipment, in, through, over and across the Property. The following rights, limitations and obligations shall be appurtenant to such grant:

a. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the Property for any purpose needful for the full enjoyment of any right

of occupancy or use provided for herein. Denver further grants to the District the right of ingress to and egress from the Property over and across adjacent lands of Denver by means of roads and lanes thereon if such there be or by such route or routes as Denver approves and as shall occasion the least practical damage and inconvenience to Denver. Any damage to the overlying property owned by Denver as a result of the exercise of this right of ingress and egress by the District or the District's contractors shall be promptly repaired or replaced, as appropriate and at the District's expense, to the reasonable satisfaction of Denver.

b. Denver shall neither cause nor permit the construction or placement of any structure or building, street light, power pole, well, reservoir, temporary or permanent, on any part of the Property without prior written approval from the District, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, the parties agree that the intended use of the Property is a park and as such landscaping, gardens, sidewalks, playgrounds, basketball court, playing fields, picnic tables, benches and non-permanent structures related to that use shall be permissible under this Agreement. Fences existing as of the date hereof which do not impair access for vehicles, personnel and equipment through the length of the Property which are disturbed or destroyed by the District in the exercise of its rights hereunder shall be replaced by the District to their original condition as nearly as may reasonably be done. Denver shall not, however, construct or install new fencing that would impair access for vehicles, personnel and equipment through the length of the Property without the written approval of the District which approval shall not be unreasonably withheld, conditioned or delayed. Denver will, at Denver's expense, move any vehicles, park or other equipment or other personal property stored on the Property as reasonably requested by the District.

c. Any above-ground facilities for the Sewer System, which may be installed by the District or the District's contractors within the Property following the effective date of this Agreement, shall not be installed without the written approval of Denver which approval shall not be unreasonably withheld, conditioned or delayed.

d. After any construction or other operations by the District or the District's contractors which disturb the surface of the Property, the District shall restore, at its own expense, the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessarily modified to accommodate District facilities and use permitted hereby. Topsoil and appropriate landscaping, as approved by Denver, shall be replaced, and any excess earth resulting from installations by the District or the District's contractors shall be removed from the Property at the sole expense of the District. For a period of one year following disturbance of the surface of the Property by the District or the District's contractors, the District shall maintain the surface elevation and quality of the soil by correcting any settling or subsidence that may occur as a result of the work done by the District or the District's contractor's and shall replace any landscaping that has failed to survive or requires replacing due to soil replacement or re-grading by the District. Likewise, after any construction or other operations by the District or the District's contractors which damage or destroy any existing improvements located on the Property or off the Property in the park, the District shall promptly repair or replace, as appropriate, and at its own expense, such improvements to the reasonable satisfaction of Denver.

e. The District shall have the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Denver shall neither take nor permit any action which would impair the lateral or subjacent support for any sewer lines or appurtenances within the Property. Denver shall not materially modify the earth cover over a District pipeline without advance written authorization from the District.

f. Denver retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy are subject to the restrictions herein and are consistent with and do not impair any grant herein contained. The District shall have such rights as granted in this Agreement subject to the restrictions set forth herein and shall not take any actions that are inconsistent with and do not impair any rights of Denver reserved in this Agreement.

g. Denver may authorize other public utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Property, provided that they do not interfere with the District's rights herein granted, that public utilities crossing the Property cross at approximately right angles, and that no utilities be permitted to parallel the District's facilities within ten feet thereof. This provision shall not apply to utilities existing as of the effective date of this Agreement. Unauthorized or non-conforming utility installations may be removed by the District upon obtaining the concurrence of the utility provider whose utility is unauthorized or non-conforming.

h. It is acknowledged by Denver and the District that the Sewer System crosses Lakewood Gulch near 12<sup>th</sup> Avenue and Meade Street. Denver reserves the right for its personnel and contractors or for Urban Drainage and Flood Control District and its personnel and contractors to maintain, repair, rehabilitate, or improve the drainage way for Lakewood Gulch that lies within the Property. Prior to any work that could damage or adversely impact the operation of the Sewer System is undertaken by Denver or Urban Drainage and Flood Control District (except in the case of an emergency), Denver or Urban Drainage and Flood Control District, as appropriate, shall obtain written approval from the District in the preparation of design and construction plans and the performance of any construction, digging or grading in or near any portion of the Property located within Lakewood Gulch. Furthermore, prior to any work that could damage or adversely impact the operation of Lakewood Gulch is undertaken by the District (except in the case of an emergency), the District shall obtain written approval from Denver or Urban Drainage and Flood Control District, as appropriate, in the preparation of design and construction plans and the performance of any construction, digging or grading in Lakewood Gulch. Any approvals required in this paragraph shall not be unreasonably withheld, conditioned or delayed.

i. If the District by written instrument abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and Denver shall hold the Property, as the same may then be, free from the rights so abandoned or released and shall own all material and structures of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights. In the absence of such express written abandonment as provided

for herein, abandonment or cessation of the use of its facilities located on or under the Property by the District shall not constitute an abandonment of its rights under this Agreement.

j. Denver represents that it has full right and lawful authority to make the grant herein contained. The District represents that all of its existing Sewer Systems are located within the boundaries of the Property.

2. Transfer of Easement Rights from the District to Denver. For the consideration set forth herein, which is acknowledged, the District hereby grants and transfers to Denver, its successors and assigns, all rights to those District Easements set forth in **Exhibit B** attached hereto, including but not limited to any rights to enter, occupy and use the property referenced therein. As part of the transfer and grant, the District expressly abandons and releases any and all rights granted therein. The District represents that it has full right and lawful authority to make the grant herein contained.

3. Miscellaneous Provisions.

a. The benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

b. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

c. The above and foregoing constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

d. This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

e. In connection with the performance of work under this Agreement, Denver and the District agree 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 Denver and the District further agree to insert the foregoing provision, or in the case of the District, the District's standard Equal Opportunity provision, in all approved contracts and subcontracts hereunder.

f. Liability.

1) To the extent authorized by law and except as otherwise provided in this Agreement, the District shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any action or omission of the District or its officials, officers, employees, and agents in connection with the subject matter of this Agreement.

2) To the extent authorized by law and except as otherwise provided in this Agreement, Denver shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or omission by the City, or its officials, officers, employees, and agents in connection with the subject matter of this Agreement.

3) The District and Denver are each responsible for its own negligence and that of their officials, officers, employees, and agents, to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

4) Nothing in this paragraph f. or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations of liability the Parties may have under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, or to any other defenses, immunities, or limitations of liability available to the District or Denver against third parties by law.

5) No official, officer, employee, or agent of either party shall be charged personally, or held contractually, liable to the other party or its officials, officers, employees, or agents, under any term or condition of this Agreement or for any breach, default, or violation under this Agreement.

g. This Agreement shall not be or become effective or binding until it has been approved by the Parties' respective governing bodies, if such approval is required, and is fully executed by all required signatories of Denver and the District.

FOLLOWING ARE THE SIGNATURE PAGES

SIGNATURE PAGE FOR THE CITY AND COUNTY OF DENVER IS LOCATED ON PREVIOUS PAGE.

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as Mayor for the City and County of Denver, Colorado.

Witness my hand and official seal.

My commission expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

( S E A L )

**METRO WASTEWATER RECLAMATION DISTRICT**

By: \_\_\_\_\_  
Catherine R. Gerali, District Manager

District General Counsel:

By: \_\_\_\_\_  
Mickey Conway

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF ADAMS                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

( S E A L )

METRO WASTEWATER RECLAMATION DISTRICT

By: Catherine R. Gerali  
Catherine R. Gerali, District Manager

District General Counsel:

By: Mickey Conway  
Mickey Conway

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September 2015, by Catherine R. Gerali.

Witness my hand and official seal.

My commission expires: 7-11-18

Penny E. Province  
Notary Public

(SEAL) PENNY E. PROVINCE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20024022182  
MY COMMISSION EXPIRES JULY 11, 2018





**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 \_\_\_\_\_



**EXHIBIT A**  
**METRO WASTEWATER RECLAMATION DISTRICT**  
**SANITARY SEWER EASEMENT NO. 1**

A PERMANENT EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 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 NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE S09°04'22"E A DISTANCE OF 1906.98 FEET TO THE SOUTHWEST CORNER OF VACATED ZENOBIA ST. PARCEL V-20 RECORDED AT ORDINANCE 681, SERIES 2009, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID VACATED ZENOBIA ST., N00°03'31"W A DISTANCE OF 30.03 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S87°24'10"E A DISTANCE OF 34.61 FEET;  
THENCE N53°56'37"E A DISTANCE OF 123.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF W. WELLS PL. ORDINANCE 798, SERIES 2005;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S89°38'15"E A DISTANCE OF 50.53 FEET;

THENCE S53°56'37"W A DISTANCE OF 168.76 FEET TO A POINT ON THE NORTHERLY LINE OF RTD QUITCLAIM DEED RECEPTION NO. 2010041571;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 2 COURSES:

- 1.) S00°03'31"E A DISTANCE OF 3.97 FEET;
- 2.) THENCE N87°24'10"W A DISTANCE OF 48.87 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.130 ACRES (5,671 SQ. FT.), MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #13485 AT THE NORTHWEST CORNER OF SECTION 6 AND BY A FOUND 2-3/8" ALUMINUM PIPE WITH 3-1/4" ALUMINUM CAP PLS #28286 AT THE WEST QUARTER CORNER OF SECTION 6 ASSUMED TO BEAR N00°03'03"W.

PREPARED BY SCOTT AREHART, PLS  
FOR AND ON BEHALF OF  
MARTIN/MARTIN INC.  
12499 W. COLFAX AVE.  
LAKEWOOD, CO. 80215  
(303) 431-6100  
May 12, 2015



SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

NW COR.  
 SEC. 6, T4S,  
 R68W, 6TH P.M.  
 FOUND 3-1/4"  
 ALUM. CAP IN  
 RANGE BOX  
 PLS #13485  
 (POINT OF  
 COMMENCEMENT)

S09°04'22"E 1906.98'

ZENOBIA ST.

ROW FOR ROAD  
 ORD. 798, SERIES 2005  
 W. WELLS PL.

S89°38'15"E  
 50.53'

UNPLATTED

S87°24'10"E  
 34.61'

N00°03'31"W  
 30.03'

N53°56'37"E 123.92'  
 S53°56'37"W 168.76'

30' MWRD SANITARY  
 SEWER EASEMENT NO. 1

UNPLATTED

S00°03'31"E  
 3.97'

P.O.B.

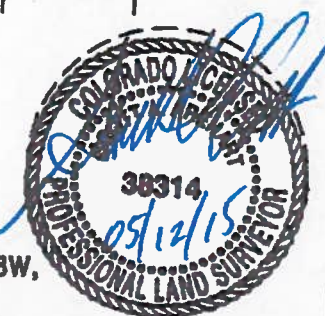
N87°24'10"W  
 48.87'

VACATED ZENOBIA ST.  
 PARCEL V-20  
 ORD. 681, SERIES 2006

RTD ROW  
 QUITCLAIM DEED  
 REC. #2010041571



SCALE:  
 1" = 50'



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

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W,  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



METRO WASTEWATER  
 RECLAMATION DISTRICT

TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 1  
 LAKEWOOD / DRY GULCH PARK

DR. \_\_\_\_\_ SAA \_\_\_\_\_ CK. \_\_\_\_\_ SAA \_\_\_\_\_

DATE: MAY 12, 2015

SHEET 1 OF 1

**EXHIBIT A**  
**METRO WASTEWATER RECLAMATION DISTRICT**  
**SANITARY SEWER EASEMENT NO. 2**

A PERMANENT EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 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 NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE S28°54'16"E A DISTANCE OF 2039.23 FEET TO THE NORTHEAST CORNER OF VACATED XAVIER ST. PARCEL V-22 ORDINANCE 681, SERIES 2009, THENCE ALONG THE EASTERLY LINE RIGHT-OF-WAY LINE OF XAVIER ST., N00°13'22"W A DISTANCE OF 28.73 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°13'22"W A DISTANCE OF 30.18 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N83°31'49"E A DISTANCE OF 265.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WOLFF ST.;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S00°13'29"E A DISTANCE OF 30.18 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, S83°31'49"W A DISTANCE OF 265.89 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN THE METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT NO. 1, 25' EASEMENT RECORDED AT RECEPTION NO. 073703.

SAID PARCEL CONTAINS 0.055 ACRES (2,404 SQ. FT.), MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #13485 AT THE NORTHWEST CORNER OF SECTION 6 AND BY A FOUND 2-3/8" ALUMINUM PIPE WITH 3-1/4" ALUMINUM CAP PLS #28286 AT THE WEST QUARTER CORNER OF SECTION 6 ASSUMED TO BEAR N00°03'03"W.

PREPARED BY SCOTT AREHART, PLS  
FOR AND ON BEHALF OF  
MARTIN/MARTIN INC.  
12499 W. COLFAX AVE.  
LAKEWOOD, CO. 80215  
(303) 431-6100  
May 12, 2015



SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

METROPOLITAN DENVER SEWAGE  
 DISPOSAL DISTRICT NO. 1, 25' ESMT  
 REC. #073703

XAVIER ST.

NW COR.  
 SEC. 6, T4S,  
 R68W, 6TH P.M.  
 FOUND 3-1/4"  
 ALUM. CAP IN  
 RANGE BOX  
 PLS #13485  
 (POINT OF  
 COMMENCEMENT)

S28°54'16"E  
 2039.23'

S00°13'29"E  
 30.18'

WOLFF ST.

N83°31'49"E 265.89'

S83°31'49"W 265.89'

N00°13'22"W  
 30.18'

30' MWRD SANITARY  
 SEWER EASEMENT NO. 2

P.O.B.

N00°13'22"W  
 28.73'

UNPLATTED

VACATED XAVIER ST.  
 PARCEL V-22  
 ORD. 681 S.2009

VACATED WOLFF ST.  
 PARCEL V-23  
 ORD. 681 S.2009



SCALE:  
 1" = 50'



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

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 2  
 LAKEWOOD / DRY GULCH PARK

EXHIBIT A  
METRO WASTEWATER RECLAMATION DISTRICT  
SANITARY SEWER EASEMENT NO. 3

A PERMANENT EASEMENT LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 4 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 NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE S44°03'30"E A DISTANCE OF 2494.02 FEET TO THE NORTHWEST CORNER OF WINONA CT. VACATED BY ORDINANCE 681, SERIES 2009 PARCEL V-25 ALSO BEING THE SOUTHERLY LINE OF WELLS ST., ORDINANCE 123, SERIES 1961; THENCE ALONG THE SAID SOUTHERLY LINE, S89°39'12"E A DISTANCE OF 26.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S89°39'12"E A DISTANCE OF 30.12 FEET; THENCE S04°42'40"E A DISTANCE OF 55.23 FEET; THENCE S87°37'49"E A DISTANCE OF 384.18 FEET; THENCE N87°17'07"E A DISTANCE OF 396.00 FEET; THENCE S89°14'36"E A DISTANCE OF 696.02 FEET; THENCE S68°05'11"E A DISTANCE OF 310.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF QUITMAN ST. AS DEDICATED BY THE WEST VILLA PARK SUBDIVISION PLAT; THENCE ALONG SAID WESTERLY LINE, S00°19'44"W A DISTANCE OF 28.49 FEET TO A POINT ON THE NORTHERLY LINE OF RTD QUITCLAIM DEED RECORDED AT RECEPTION NO. 2010041571; THENCE ALONG SAID NORTHERLY LINE, N89°39'37"W A DISTANCE OF 9.54 FEET; THENCE N68°05'11"W A DISTANCE OF 306.84 FEET; THENCE N89°14'36"W A DISTANCE OF 689.51 FEET; THENCE S87°17'07"W A DISTANCE OF 396.42 FEET; THENCE N87°37'49"W A DISTANCE OF 412.01 FEET; THENCE N04°42'40"W A DISTANCE OF 84.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.288 ACRES (56,108 SQ. FT.), MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #13485 AT THE NORTHWEST CORNER OF SECTION 6 AND BY A FOUND 2-3/8" ALUMINUM PIPE WITH 3-1/4" ALUMINUM CAP PLS #28286 AT THE WEST QUARTER CORNER OF SECTION 6 ASSUMED TO BEAR N00°03'03"W.

PREPARED BY SCOTT AREHART, PLS  
FOR AND ON BEHALF OF  
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(303) 431-6100  
May 12, 2015



SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

NW COR.  
 SEC. 6, T4S,  
 R68W, 6TH P.M.  
 FOUND 3-1/4"  
 ALUM. CAP IN RANGE BOX  
 PLS #13485  
 (POINT OF COMMENCEMENT)

S44°03'30"E  
 2494.02'

S89°39'12"E  
 26.43'

S89°39'12"E  
 30.12'

ROW FOR WELLS ST.  
 ORD.123 S.1961

S04°42'40"E  
 55.23'

30' MWRD SANITARY  
 SEWER EASEMENT NO. 3

S87°37'49"E 384.18'

N04°42'40"W  
 84.39'

N87°37'49"W 412.01'

P.O.B.

VACATED WINONA CT.  
 PARCEL V-25  
 ORD.681 S.2009

BLOCK 2

KNOX ADDITION

MATCHLINE SEE SHEET 2 OF 5



SCALE:  
 1" = 50'



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BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



METRO WASTEWATER  
 RECLAMATION DISTRICT

TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 3  
 LAKEWOOD / DRY GULCH PARK

DR. \_\_\_\_\_ SAA \_\_\_\_\_ CK. \_\_\_\_\_ SAA \_\_\_\_\_

DATE: MAY 12, 2015

SHEET 1 OF 5

SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

ROW FOR WELLS ST.  
 ORD.123 S.1961

MATCHLINE SEE SHEET 1 OF 5

MATCHLINE SEE SHEET 3 OF 5

S87°37'49"E  
 384.18'

N87°17'07"E 396.00'

N87°37'49"W  
 412.01'

S87°17'07"W 396.42'

VACATED UTICA ST.  
 PARCEL V-27  
 ORD.681 S.2009

BLOCK 1

KNOX ADDITION

30' MWRD SANITARY  
 SEWER EASEMENT NO. 3

VACATED W. 12TH ST.  
 PARCEL V-1  
 ORD.681 S.2009

VACATED W. 12TH AVE.

SCALE:  
 1" = 50'



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

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



METRO WASTEWATER  
 RECLAMATION DISTRICT

TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 3  
 LAKEWOOD / DRY GULCH PARK

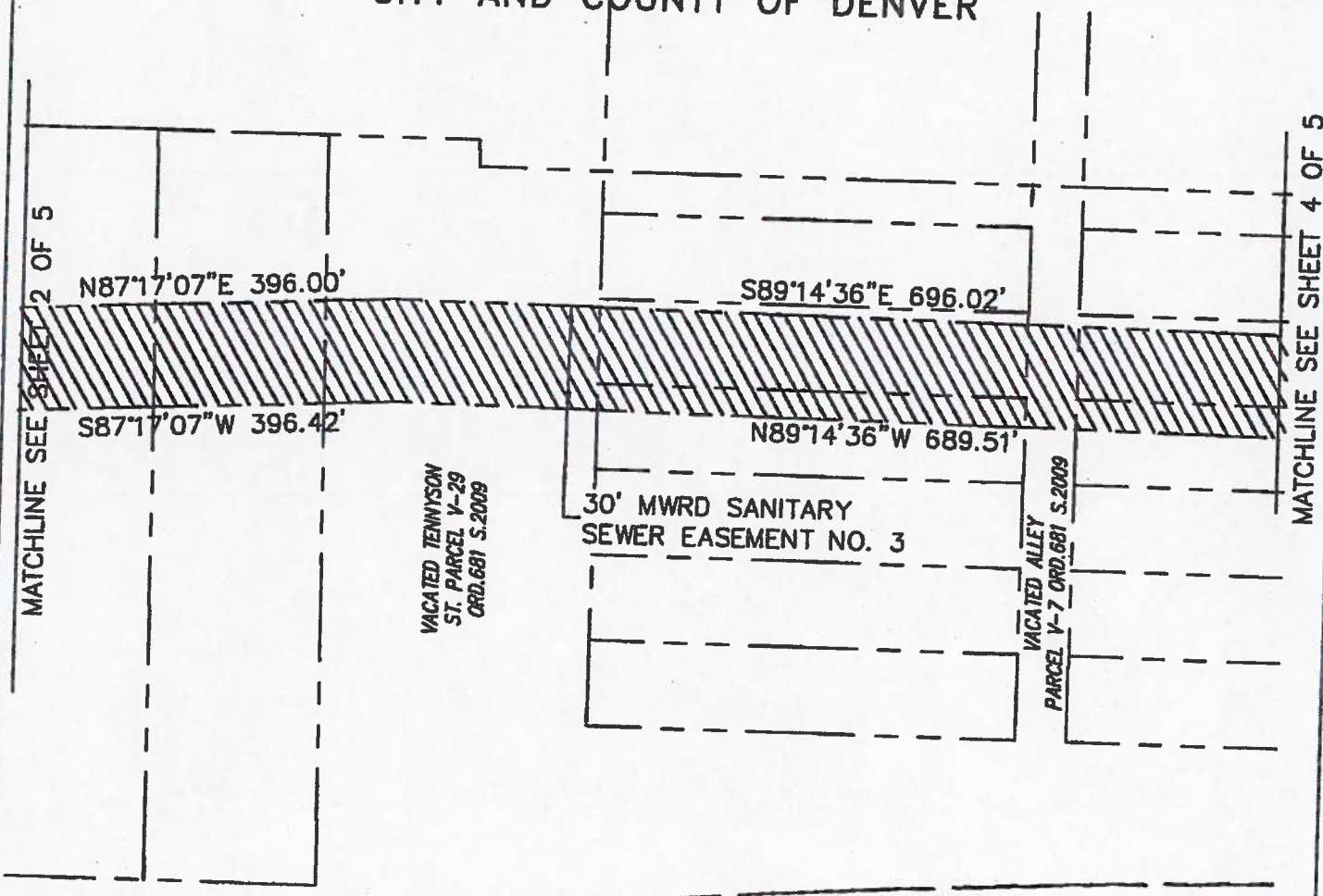
DR. \_\_\_\_\_ SAA \_\_\_\_\_ CK. \_\_\_\_\_ SAA \_\_\_\_\_

DATE: MAY 12, 2015

SHEET 2 OF 5



SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER



MATCHLINE SEE SHEET 2 OF 5

MATCHLINE SEE SHEET 4 OF 5

N87°17'07"E 396.00'

S89°14'36"E 696.02'

S87°17'07"W 396.42'

N89°14'36"W 689.51'

VACATED TENNYSON  
ST. PARCEL V-29  
ORD. 681 S. 2009

30' MWRD SANITARY  
SEWER EASEMENT NO. 3

VACATED ALLEY  
PARCEL V-7 ORD. 681 S. 2009

RTD ROW  
QUITCLAIM DEED  
REG. #2010041571

VACATED W. 12TH ST.  
PARCEL V-1 ORD. 681 S. 2009

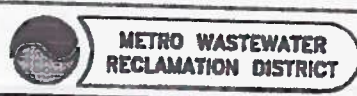


SCALE:  
1" = 50'



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 TO DEPICT THE ATTACHED DESCRIPTION.

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



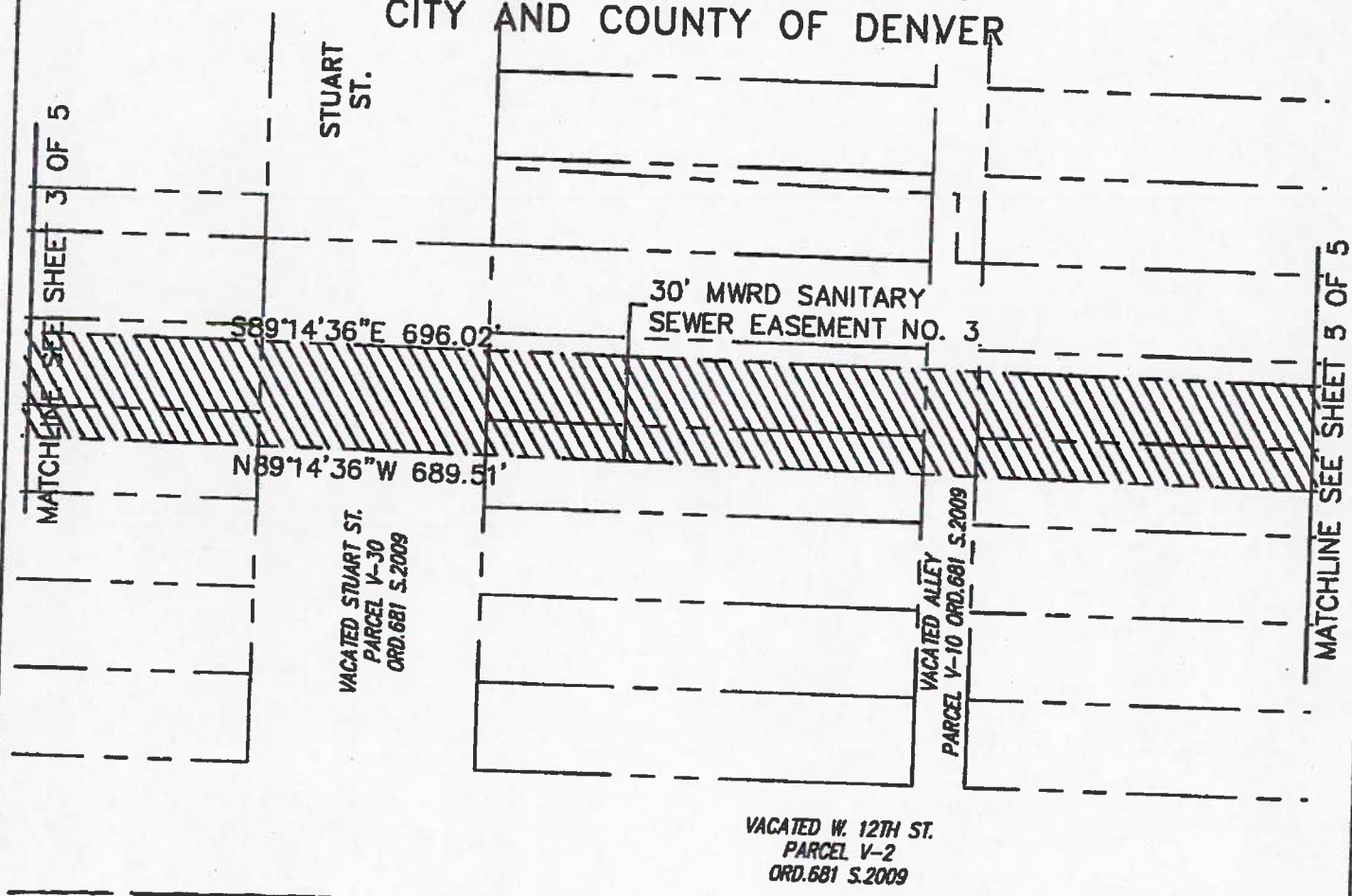
TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 3  
 LAKEWOOD / DRY GULCH PARK

DR. \_\_\_\_\_ SAA \_\_\_\_\_ CK. \_\_\_\_\_ SAA \_\_\_\_\_

DATE: MAY 12, 2015

SHEET 3 OF 5

SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER



VACATED W. 12TH ST.  
 PARCEL V-2  
 ORD.681 S.2009

VACATED W. 12TH ST.  
 PARCEL V-2  
 ORD.681 S.2009



SCALE:  
 1" = 50'



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

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 3  
 LAKEWOOD / DRY GULTCH PARK

DR. <u>SAA</u>	CK. <u>SAA</u>	DATE: <u>MAY 12, 2015</u>	SHEET <u>4</u> OF <u>5</u>
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SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

ROW FOR RALEIGH ST.  
 ORD. 798, SERIES 2005

MATCHLINE SEE SHEET 4 OF 5

S89°14'36"E  
 696.02'

VACATED RALEIGH ST.  
 PARCEL V-12  
 ORD. 681 S.2009

N89°14'36"W  
 689.51'

VACATED ALLEY  
 PARCEL V-12 ORD. 681 S.2009

S68°05'11"E  
 370.84'

N68°05'11"W  
 306.84'

ROW FOR QUITMAN ST.  
 ORD. 798, SERIES 2005

30' MWRD SANITARY  
 SEWER EASEMENT NO. 3

RTD ROW  
 QUITCLAIM DEED  
 REC. #2010041571

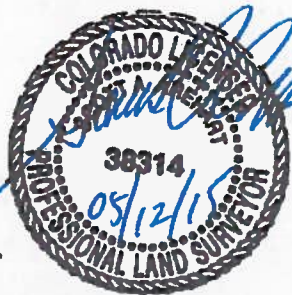
METROPOLITAN DENVER SEWAGE  
 DISPOSAL DISTRICT NO. 1, 20' ESMT.  
 ORD. 353, SERIES 1986

S00°19'44"W  
 28.49'

N89°39'37"W  
 9.54'



SCALE:  
 1" = 50'



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 MONUMENTED LAND SURVEY. IT IS ONLY  
 TO DEPICT THE ATTACHED DESCRIPTION.

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03"W.



TITLE: EXHIBIT "A"  
 30' SANITARY SEWER EASEMENT NO. 3  
 LAKEWOOD / DRY GULCH PARK

DR. \_\_\_\_\_ SAA \_\_\_\_\_ CK. \_\_\_\_\_ SAA \_\_\_\_\_

DATE: MAY 12, 2015

SHEET 5 OF 5

**EXHIBIT A**  
**METRO WASTEWATER RECLAMATION DISTRICT**  
**SANITARY SEWER EASEMENT NO. 4**

A PERMANENT EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 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 NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, THENCE S65°43'53"E A DISTANCE OF 4989.88 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF NEWTON ST. VACATED BY ORDINANCE 681, SERIES 2009 AND THE SOUTHERLY LINE OF RTD QUIT CLAIM DEED RECORDED AT RECEPTION 2010041571, THENCE S89°39'37"E A DISTANCE OF 4.36 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES,

- 1.) S89°39'37"E A DISTANCE OF 25.42 FEET;
- 2.) THENCE 177.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 522.00 FEET, A CENTRAL ANGLE OF 19°29'26", AND A CHORD WHICH BEARS N80°35'40"E A DISTANCE OF 176.72 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N82°38'30"E A DISTANCE OF 158.29 FEET;  
THENCE N52°05'33"E A DISTANCE OF 202.45 FEET;  
THENCE N69°04'33"E A DISTANCE OF 179.67 FEET;  
THENCE N89°43'13"E A DISTANCE OF 527.38 FEET;  
THENCE N89°25'46"E A DISTANCE OF 133.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KNOX CT. AS DEDICATED BY THE VILLA PARK SUBDIVISION PLAT;  
THENCE ALONG SAID WESTERLY LINE, S00°33'08"E A DISTANCE OF 49.13 FEET;  
THENCE S89°25'43"W A DISTANCE OF 132.58 FEET;  
THENCE N88°32'02"W A DISTANCE OF 335.11 FEET;  
THENCE S87°03'04"W A DISTANCE OF 223.93 FEET;  
THENCE S67°53'07"W A DISTANCE OF 118.40 FEET;  
THENCE S50°45'45"W A DISTANCE OF 231.15 FEET;  
THENCE S65°03'26"W A DISTANCE OF 23.42 FEET;  
THENCE S55°10'33"W A DISTANCE OF 22.86 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MEADE ST. VACATED PARCEL V-37 ORDINANCE 681, SERIES 2009;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S00°19'51"W A DISTANCE OF 9.97 FEET;  
THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE SOUTHERLY LINE OF THE METRO WASTEWATER RECLAMATION DISTRICT EASEMENT RECORDED AT RECEPTION NO. 9400119667, S51°24'35"W A DISTANCE OF 126.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 12<sup>TH</sup> ST., ORDINANCE 798 SERIES 2005;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1.) S75°04'12"W A DISTANCE OF 11.65 FEET TO A POINT OF CURVATURE;
- 2.) THENCE 144.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 25°27'35" AND A CHORD WHICH BEARS S62°20'32"W A DISTANCE OF 143.23 FEET;
- 3.) THENCE S49°36'56"W A DISTANCE OF 38.04 FEET TO THE SOUTHERLY LINE OF VACATED NEWTON ST. PARCEL V-36, ORDINANCE 681, SERIES 2009;

THENCE ALONG SAID SOUTHERLY AND WESTERLY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

- 1.) N89°40'26"W A DISTANCE OF 32.50 FEET;
- 2.) THENCE S00°19'34"W A DISTANCE OF 19.76 FEET;

THENCE S55°05'27"W A DISTANCE OF 119.84 FEET;  
THENCE S00°19'34"W A DISTANCE OF 90.76 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 32,  
BLOCK 14, WEST VILLA PARK SUBDIVISION;  
THENCE ALONG SAID NORTHERLY LINE, N89°40'26"W A DISTANCE OF 30.00 FEET;  
THENCE N00°19'34"E A DISTANCE OF 69.57 FEET;  
THENCE S55°05'27"W A DISTANCE OF 147.71 FEET;  
THENCE S09°48'15"W A DISTANCE OF 186.79 FEET TO A POINT ON THE NORTHERLY LINE OF WEST 10<sup>TH</sup>  
AVE.;  
THENCE ALONG SAID NORTHERLY LINE, N89°39'38"W A DISTANCE OF 30.41 FEET;  
THENCE N09°48'15"E A DISTANCE OF 204.31 FEET;  
THENCE N55°05'27"E A DISTANCE OF 326.89 FEET;  
THENCE N53°23'08"E A DISTANCE OF 137.82 FEET;  
THENCE N63°08'20"E A DISTANCE OF 61.74 FEET;  
THENCE N55°10'33"E A DISTANCE OF 181.10 FEET;  
THENCE S82°38'30"W A DISTANCE OF 333.70 FEET;  
THENCE N02°52'06"W A DISTANCE OF 27.18 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN METROPOLITAN DENVER SEWAGE DISTRICT NO. 1, 20'  
EASEMENT RECORDED AT BOOK 9564, PAGE 311 AND BOOK 9829, PAGE 31, METROPOLITAN DENVER  
SEWAGE DISTRICT NO. 1, 20' SEWER EASEMENT RECORDED AT BOOK 2874, PAGE 129.

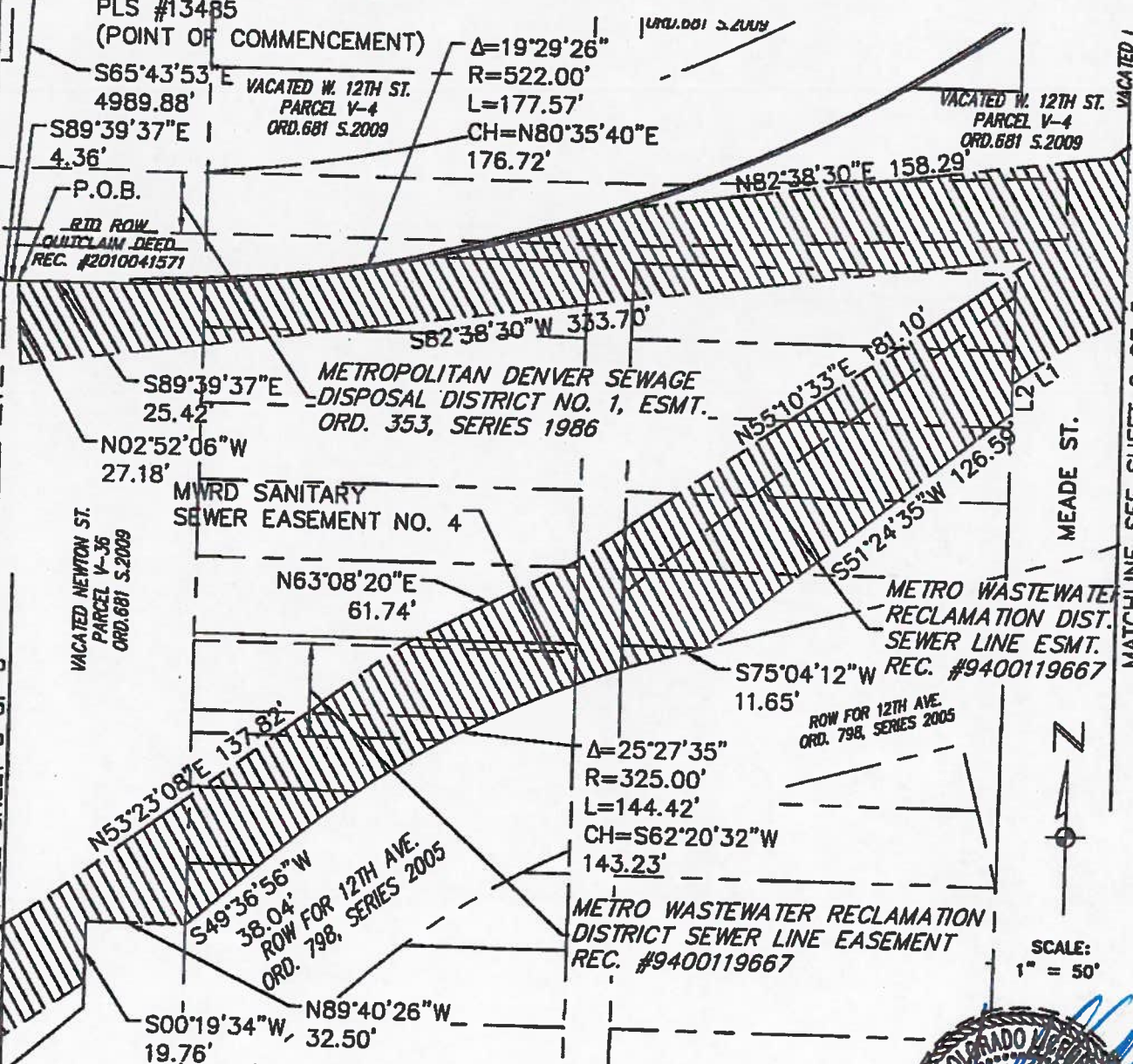
SAID PARCEL CONTAINS 1.563 ACRES OR 68,071 SQUARE FEET MORE OR LESS

BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4  
SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4"  
ALUMINUM CAP IN RANGE BOX PLS #13485 AT THE NORTHWEST CORNER OF SECTION 6 AND BY A  
FOUND 2-3/8" ALUMINUM PIPE WITH 3-1/4" ALUMINUM CAP PLS #28286 AT THE WEST QUARTER  
CORNER OF SECTION 6 ASSUMED TO BEAR N00°03'03"W.

PREPARED BY SCOTT AREHART, PLS  
FOR AND ON BEHALF OF  
MARTIN/MARTIN INC.  
12499 W. COLFAX AVE.  
LAKEWOOD, CO. 80215  
(303) 431-6100  
May 26, 2015



NW COR. SECTION 5 & 6, TOWNSHIP 4 SOUTH  
 SEC. 6, T4S. RANGE 68 WEST, 6TH P.M.  
 FOUND 3-1/4" CITY AND COUNTY OF DENVER  
 ALUM. CAP IN RANGE BOX  
 PLS #13485  
 (POINT OF COMMENCEMENT)



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

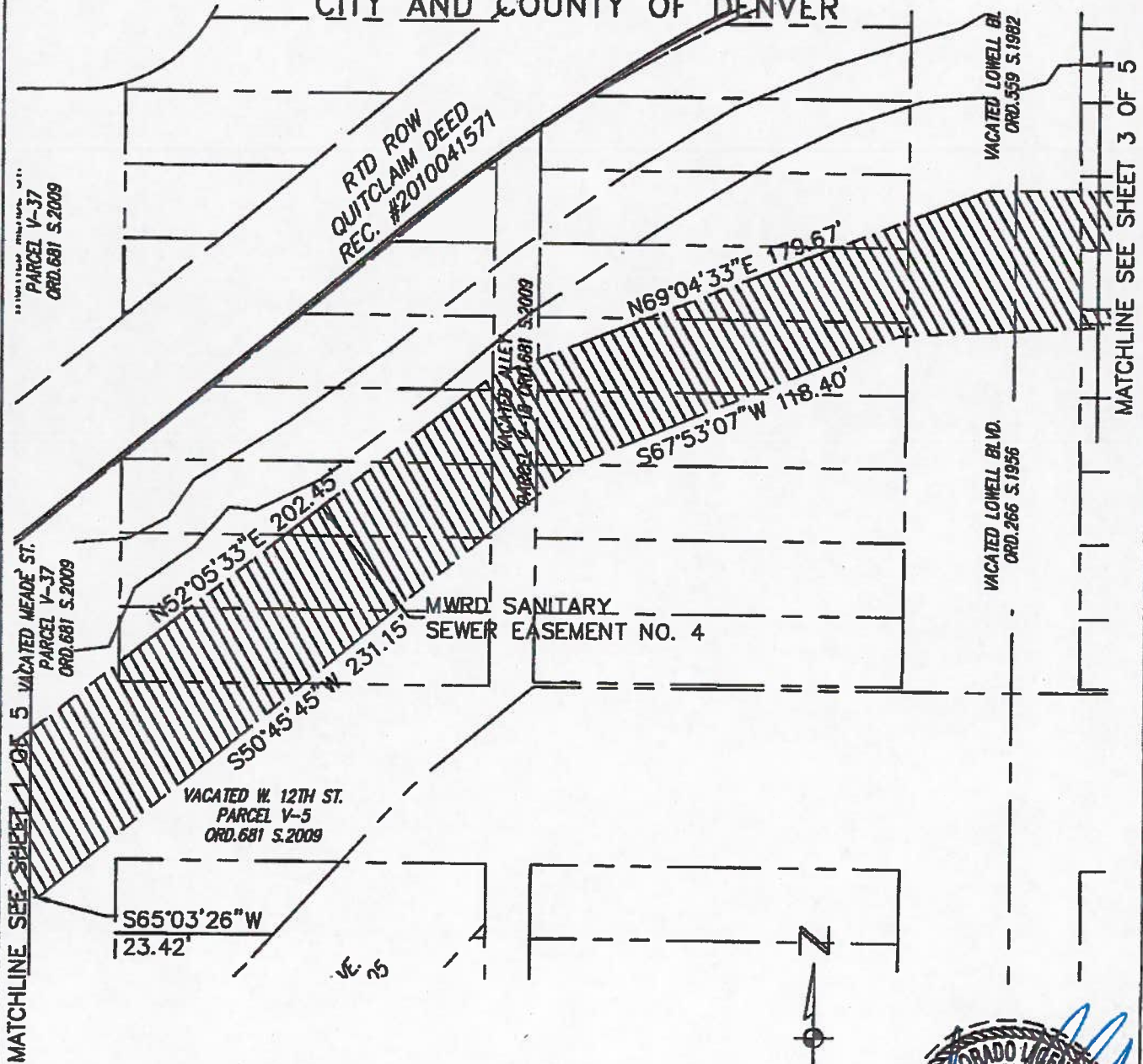
L1	S55°10'33\"W	22.86'
L2	S00°19'51\"W	9.97'

BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W, WHICH IS CONSIDERED TO BEAR N00°03'03\"W.



	TITLE: EXHIBIT "A" 30' SANITARY SEWER EASEMENT NO. 4 LAKEWOOD / DRY GULCH PARK	
	DR. SAA	CK. SAA
DATE: MAY 26, 2015		SHEET 1 OF 5

SECTION 5 & 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER



MATCHLINE SEE SHEET 1 OF 5

MATCHLINE SEE SHEET 3 OF 5

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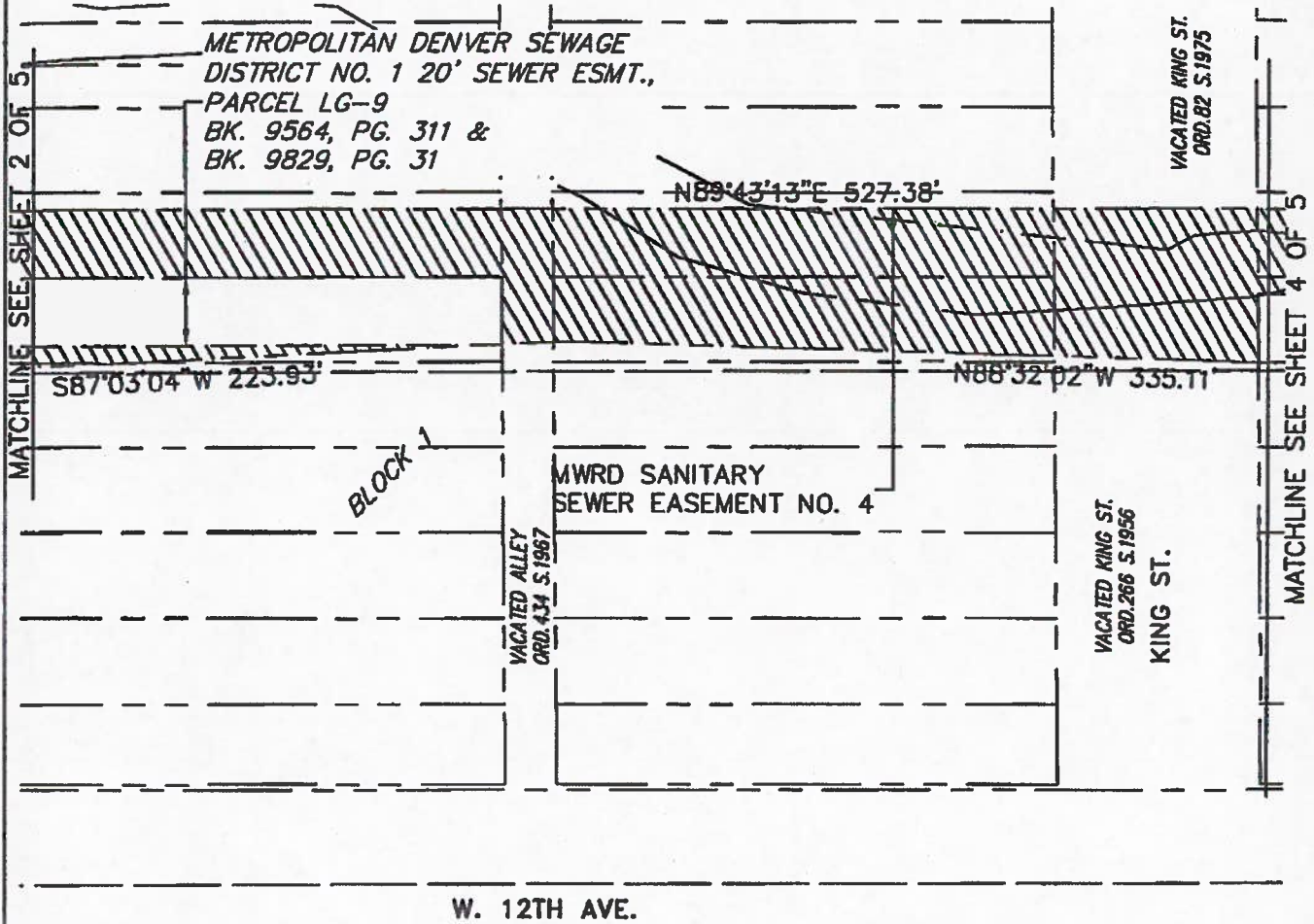
BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03\"/>

SCALE:  
 1" = 50'



	<b>METRO WASTEWATER RECLAMATION DISTRICT</b>		TITLE: <b>EXHIBIT "A"</b> <b>30' SANITARY SEWER EASEMENT NO. 4</b> <b>LAKEWOOD / DRY GULCH PARK</b>	
	DR. <u>    </u> SAA <u>    </u> CK. <u>    </u> SAA <u>    </u>	DATE: <u>    </u> MAY 26, 2015 <u>    </u>	SHEET <u>    </u> 2 <u>    </u> OF <u>    </u> 5 <u>    </u>	

SECTION 5 & 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER




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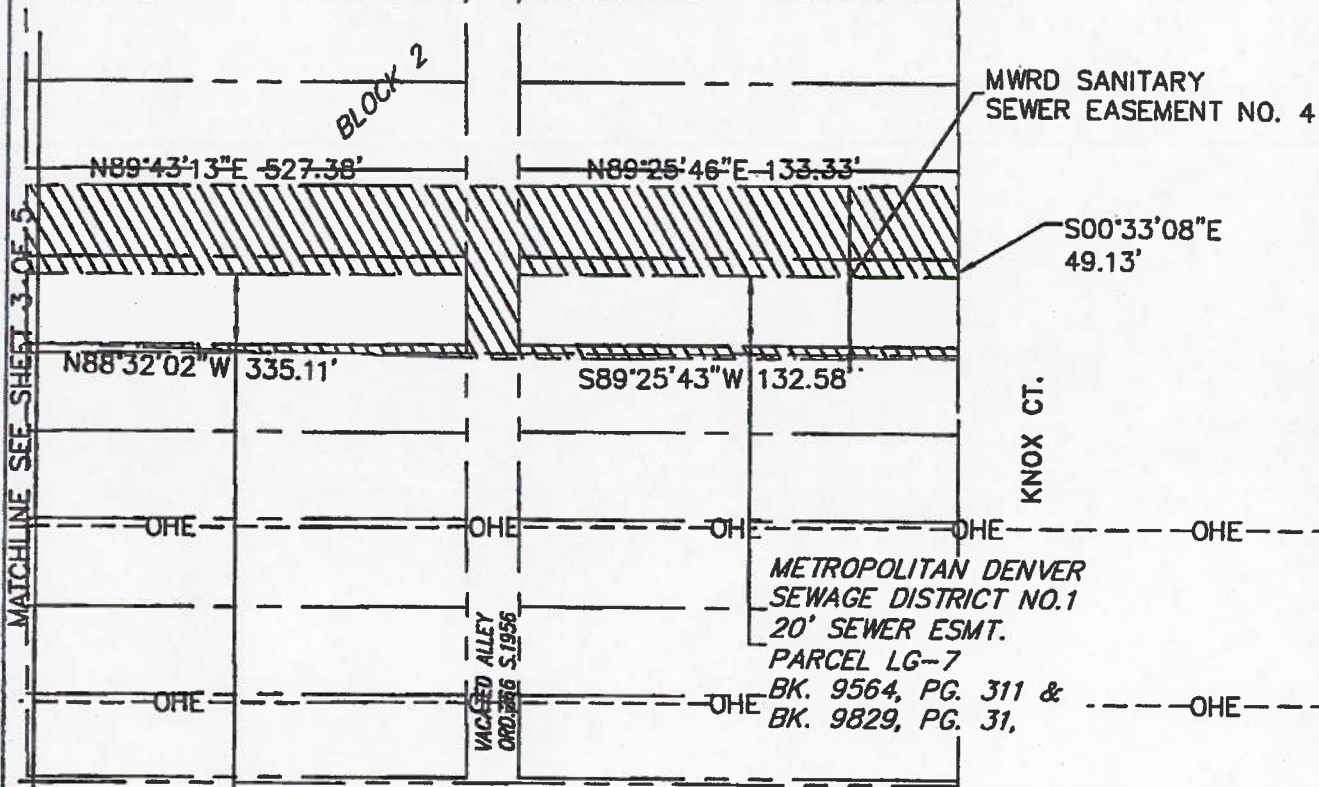
SCALE:  
 1" = 50'



 <b>METRO WASTEWATER          RECLAMATION DISTRICT</b>	<b>TITLE: EXHIBIT "A"</b> <b>30' SANITARY SEWER EASEMENT NO. 4</b> <b>LAKWOOD / DRY GULTCH PARK</b>	
DR. <u>    SAA    </u> CK. <u>    SAA    </u>	DATE: <u>    MAY 26, 2015    </u>	SHEET <u>    3    </u> OF <u>    5    </u>



SECTION 5 & 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY, AND COUNTY OF DENVER



METROPOLITAN DENVER  
 SEWAGE DISTRICT NO. 1  
 20' SEWER ESMT,  
 PARCEL LG-7  
 BK. 9564, PG. 311 &  
 BK. 9829, PG. 31

METROPOLITAN DENVER  
 SEWAGE DISTRICT NO.1  
 20' SEWER ESMT.  
 PARCEL LG-7  
 BK. 9564, PG. 311 &  
 BK. 9829, PG. 31,



SCALE:  
 1" = 50'



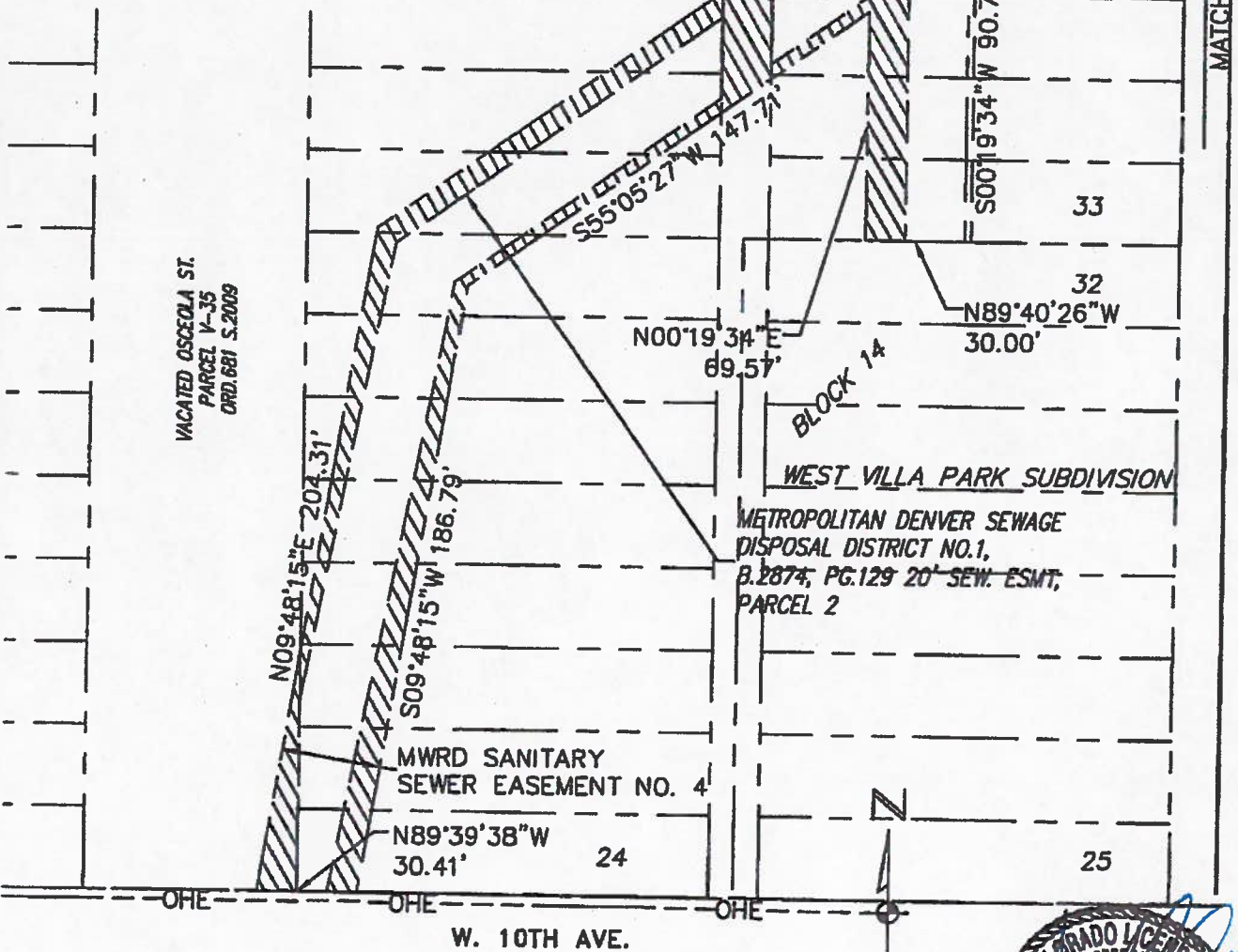
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 WHICH IS CONSIDERED TO BEAR N00°03'03"W.

	METRO WASTEWATER RECLAMATION DISTRICT	TITLE: EXHIBIT "A" 30' SANITARY SEWER EASEMENT NO. 4 LAKEWOOD / DRY GULTCH PARK
	DR. SAA CK. SAA	DATE: MAY 26, 2015

SECTION 5 & 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

METROPOLITAN DENVER SEWAGE DISTRICT NO. 1  
 20' SEWER ESMT. AS SHOWN ON WEST VILLA  
 PARK ANNEX & BK. 9829, PG. 31 AS PARCEL LG-13



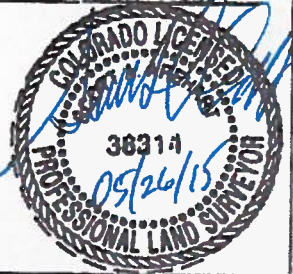
VACATED OSCEOLA ST.  
 PARCEL V-35  
 ORD. 681 S. 2009

MATCHLINE SEE SHEET 1 OF 5

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BASIS OF BEARING: THE WEST LINE, NW1/4 OF SECTION 6, T4S, R68W.  
 WHICH IS CONSIDERED TO BEAR N00°03'03\"/>

SCALE:  
 1" = 50'



		TITLE: <b>EXHIBIT "A"</b> <b>30' SANITARY SEWER EASEMENT NO. 4</b> <b>LAKEWOOD / DRY GULCH PARK</b>	
DR. <u>SAA</u>	CK. <u>SAA</u>	DATE: <u>MAY 26, 2015</u>	SHEET <u>5</u> OF <u>5</u>

1-24

94-546

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES

THIS INDENTURE, made this 15<sup>th</sup> day of July, 1994, between the City and County of Denver, of the State of Colorado, Grantor; and the METRO WASTEWATER RECLAMATION DISTRICT, a metropolitan sewage disposal district, duly organized under the laws of the State of Colorado, Grantee, whose address is 6450 York Street, Denver, Colorado 80229-7499;

WITNESSETH:

That for and in consideration of the sum of ten dollars (\$10.00) and other consideration, cash in hand paid, the receipt of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents bargain and sell and convey and transfer and deliver unto the Grantee a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinafter described at any time it may see fit and construct, maintain, service and repair underground pipelines and surface facilities for the purpose of conveying and measuring sewage across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The easement and right-of-way hereby granted is located in the City and County of Denver, State of Colorado, and is over, across and through a strip of land described as follows:

See attached Exhibit A, B, C, D, E, F, G, H, I, J, K

To have and hold such easement and right-of-way unto the Grantee and unto its successors and assigns forever.

The Grantor does hereby covenant with the Grantee that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part hereof.

The Grantor further grants to the Grantee:

(a) The right of ingress to and egress from said strip over and across said lands by means of roads, and lanes thereon if such there be; otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the first party.

Grantee hereby covenants and agrees:

(a) Grantee shall promptly backfill any trench made by it on said strip and repair any damage it shall do to Grantor's fences, private roads or lanes on said lands.

EXHIBIT B

DANIEL SEWER EASEMENTS  
LAKEWOOD GULCH - WEEBAND TO KNOX

APPROVED FOR RECORDING 36-CPH  
LAND OFFICE

1-24  
94-548

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES

THIS INDENTURE, made this 15<sup>th</sup> day of July, 1994,  
between the City and County of Denver, of the State of Colorado, Grantor;  
and the METRO WASTEWATER RECLAMATION DISTRICT, a metropolitan sewage  
disposal district, duly organized under the laws of the State of Colorado,  
Grantee, whose address is 6450 York Street, Denver, Colorado 80229-7499;

WITNESSETH:

That for and in consideration of the sum of ten dollars (\$10.00) and  
other consideration, cash in hand paid, the receipt of which is hereby  
acknowledged, Grantor has this day bargained and sold and by these  
presents bargain and sell and convey and transfer and deliver unto the  
Grantee a permanent easement and right-of-way, including the perpetual  
right to enter upon the real estate hereinafter described at any time it  
may see fit and construct, maintain, service and repair underground  
pipelines and surface facilities for the purpose of conveying and  
measuring sewage across, through and under the lands hereinafter  
described, together with the right to excavate and refill ditches and/or  
trenches for the location of said pipelines and/or mains and the further  
right to remove trees, bushes, undergrowth and other obstructions  
interfering with the location, construction and maintenance of said  
pipelines and/or mains, manholes and appurtenances.

The easement and right-of-way hereby granted is located in the City  
and County of Denver, State of Colorado, and is over, across and through a  
strip of land described as follows:

See attached Exhibit A, B, C, D, E, F, G, H, I, J, K

To have and hold such easement and right-of-way unto the Grantee and  
unto its successors and assigns forever.

The Grantor does hereby covenant with the Grantee that they are  
lawfully seized and possessed of the real estate above described, that  
they have a good and lawful right to convey it or any part hereof.

The Grantor further grants to the Grantee:

(a) The right of ingress to and egress from said strip over and  
across said lands by means of roads, and lanes thereon if such there be;  
otherwise by such route or routes as shall occasion the least practical  
damage and inconvenience to the first party.

Grantee hereby covenants and agrees:

(a) Grantee shall promptly backfill any trench made by it on said  
strip and repair any damage it shall do to Grantor's fences, private roads  
or lanes on said lands.

SANITARY SEWER EASEMENTS  
LAKEWOOD GULCH - WHEEDANTO KNOX  
36-94  
APPROVED FOR RECORDING  
LAND OFFICE ----- JS

(b) Grantee will indemnify the Grantor against any loss or damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of the Grantee or of its agents or employees in the course of their employment. Said indemnification is limited to the monetary limitations of the Colorado Governmental Immunity Act C.R.S. 24-10-114.

Grantor reserves the right to use said strip for purposes which will not interfere with the Grantee's full enjoyment of the rights hereby granted; provided that the Grantor shall not erect or construct any building or other structure or drill or operate any well or remove any soil, sand or gravel in said strip or diminish or substantially add to the ground cover over said pipelines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.  
GRANTOR

WITNESSES:

*Arie P. Taylor*  
ARIE P. TAYLOR, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

CITY AND COUNTY OF DENVER

By *Wellington E. Webb*  
Wellington E. Webb  
Mayor

APPROVED AS TO FORM:

DANIEL E. MUSE, Attorney for the City and County of Denver

By *Daniel E. Muse*  
Assistant City Attorney

RECOMMENDED AND APPROVED:

By *[Signature]*  
Manager of Parks and Recreation

By *[Signature]*  
Director of Asset Management

REGISTERED AND COUNTERSIGNED:

By *[Signature]*  
Auditor

Contract Control No. XC3X096

GRANTEE:



METRO WASTEWATER RECLAMATION DISTRICT

By *Forest W. Hix*  
District Manager

APPROVED AS TO LEGAL FORM FOR THE METRO WASTEWATER RECLAMATION DISTRICT

By *[Signature]*  
Legal Counsel

## EXHIBIT "A"

## LEGAL DESCRIPTION

A permanent easement located in the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 6, from which the Northwest corner of said Section 6 bears N 00°00'00"E;

Thence N 05°25'04"E a distance of 497.79 feet to a point on the east line of Sheridan Boulevard, the POINT OF BEGINNING of said permanent easement;

Thence N 00°00'00"E a distance of 30.00 feet;

Thence N 90°00'00"E a distance of 43.00 feet;

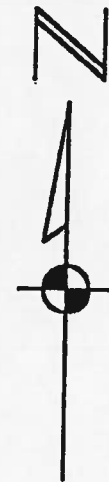
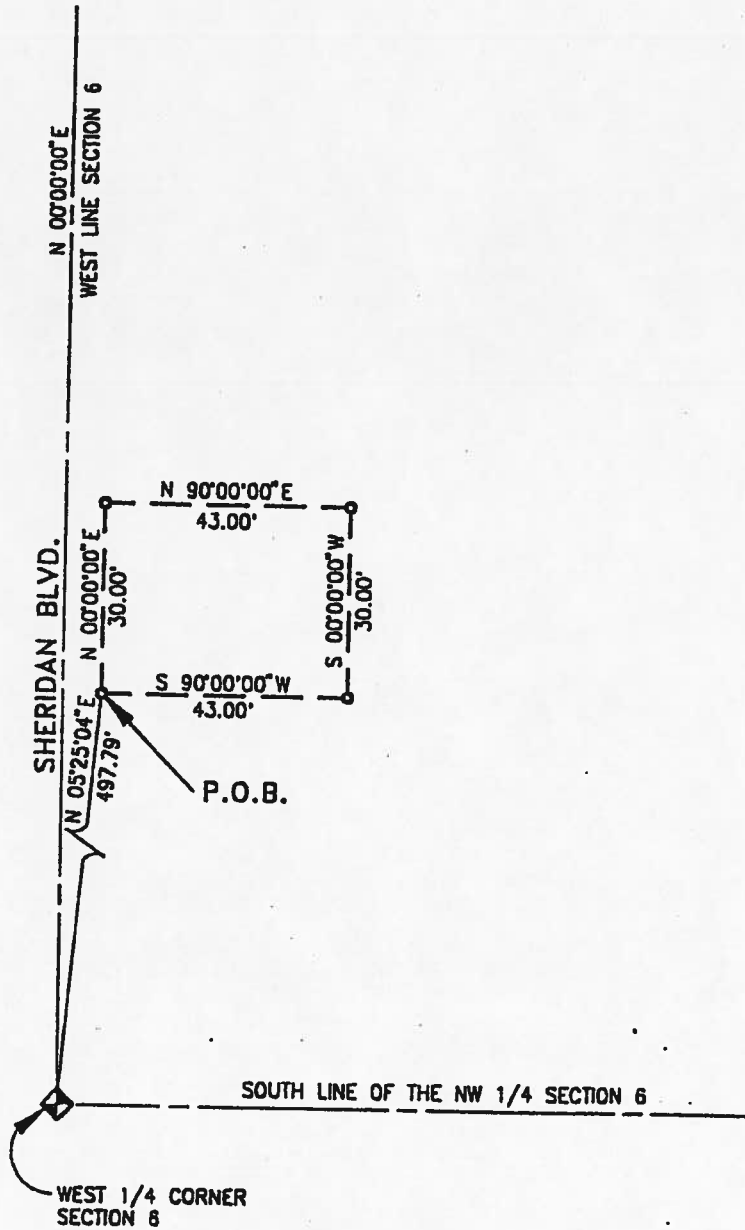
Thence S 00°00'00"W a distance of 30.00 feet;

Thence S 90°00'00"W a distance of 43.00 feet to the POINT OF BEGINNING.

Said permanent easement contains 1,290 square feet or 0.030 acre, more or less.

NW 1/4 SECTION 6, TOWNSHIP 4 SOUTH  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23481



SCALE:  
 1" = 30'

BASIS OF BEARING IS THE WEST LINE OF SECTION 6, WHICH IS CONSIDERED TO BEAR N 00°00'00"E.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "A" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. :	Date: 9-17-91	Sheet 2 of 2

## EXHIBIT "B"

## LEGAL DESCRIPTION

A permanent easement located in the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 6, from which the Northwest corner of said Section 6 bears N 00°00'00"E;

Thence N 10°17'35"E a distance of 503.68 feet to the POINT OF BEGINNING of said permanent easement;

Thence N 90°00'00"E a distance of 12.09 feet;

Thence N 74°08'54"E a distance of 280.81 feet;

Thence S 89°18'00"E a distance of 399.74 feet;

Thence N 76°07'30"E a distance of 326.39 feet;

Thence S 83°15'30"E a distance of 327.75 feet;

Thence N 00°00'00"E a distance of 30.21 feet along the west line of Wolff Street;

Thence N 83°15'30"W a distance of 329.66 feet;

Thence S 76°07'30"W a distance of 328.01 feet;

Thence N 89°18'00"W a distance of 400.26 feet;

Thence S 74°08'54"W a distance of 280.99 feet;

Thence S 90°00'00"W a distance of 7.91 feet;

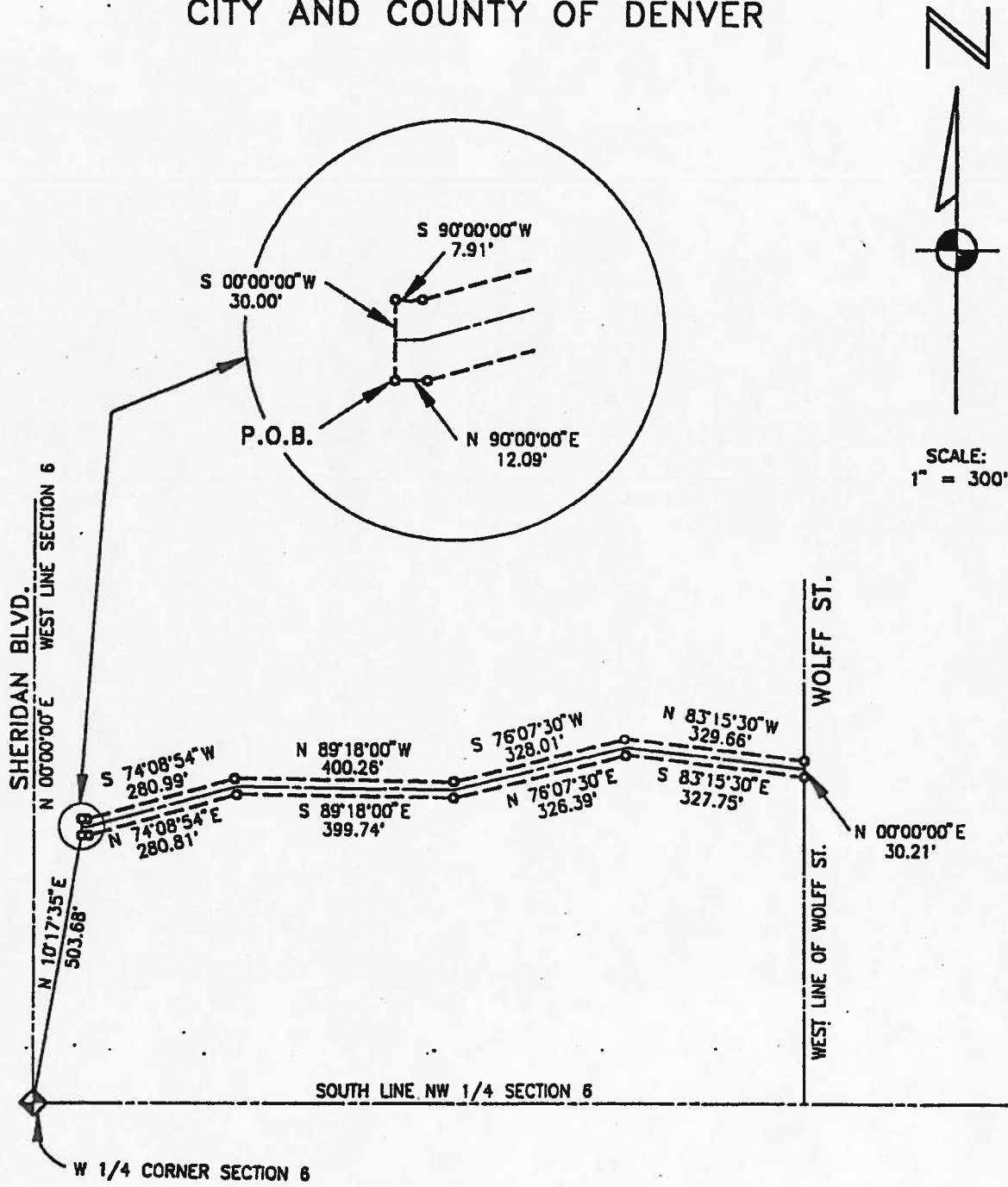
Thence S 00°00'00"W a distance of 30.00 feet to the POINT OF BEGINNING.

Said permanent easement contains 40,400 square feet or 0.928 acre, more or less.



NW 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23483



BASIS OF BEARING IS THE WEST LINE OF SECTION 6, WHICH IS CONSIDERED TO BEAR N 00'00'00" E.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "B" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. JY	Date: December 1991	Sheet 2 of

## EXHIBIT "C"

## LEGAL DESCRIPTION

A permanent easement located in the Northeast 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the Northwest corner of Block 9, West Villa Park, from which the Southwest corner of Block 9, West Villa Park, bears  
S 00°00'00"W;

Thence S 00°00'00"W a distance of 2.74 feet to the POINT OF BEGINNING;

Thence N 84°06'E a distance of 5.97 feet;

Thence S 83°35'E a distance of 232.88 feet;

Thence N 82°24'E a distance of 27.33 feet to a point on the east line of said Block 9;

Thence S 00°00'E a distance of 30.27 feet along the east line of said Block 9;

Thence S 82°24'W a distance of 27.01 feet;

Thence N 83°35'W a distance of 233.34 feet;

Thence N 84°06'W a distance of 5.83 feet to a point on the west line of said Block 9;

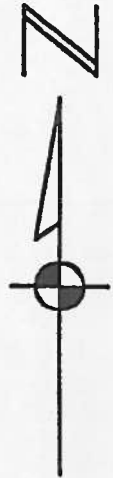
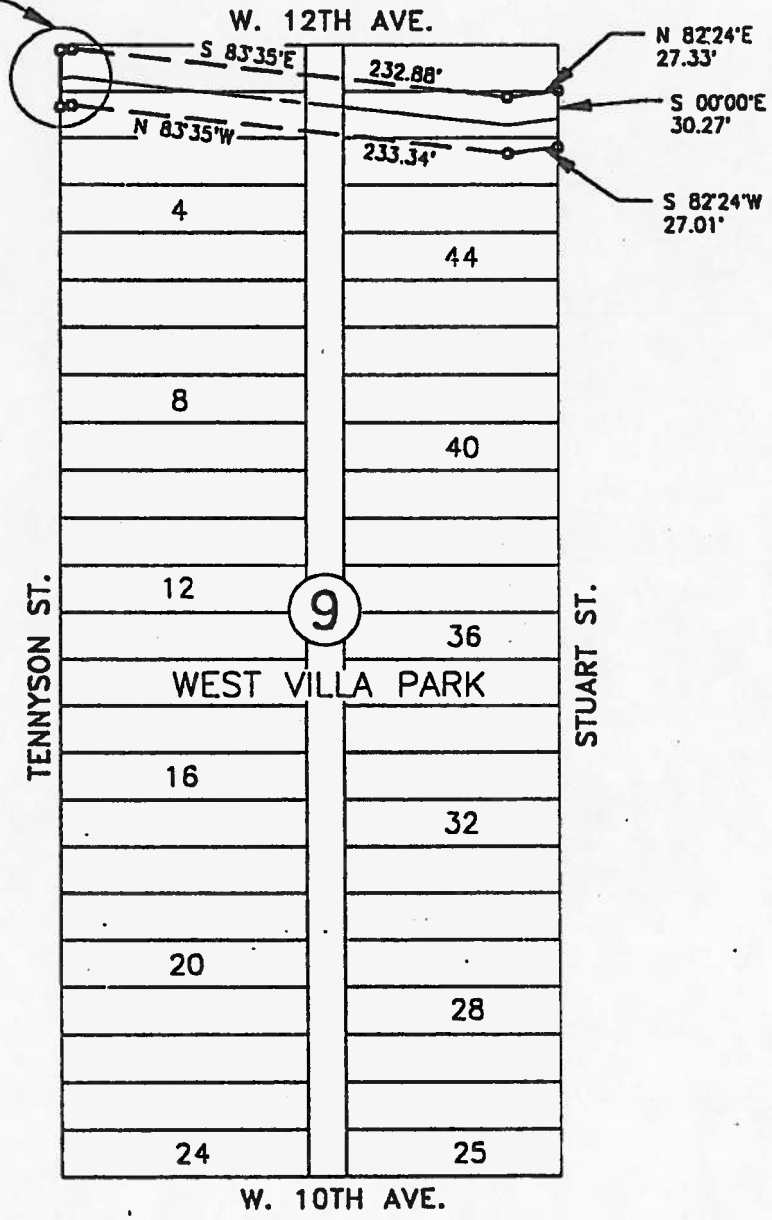
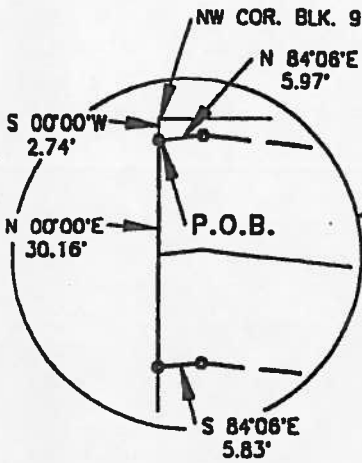
Thence N 00°00'E along the west line of said Block 9 a distance of 30.16 feet to the POINT OF BEGINNING;

Excepting therefrom that portion occupied by the Platted Alley

Said permanent easement contains 8,000 square feet or 0.183 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23485



SCALE:  
 1" = 100'

BASIS OF BEARING IS THE WEST LINE OF BLOCK 9, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "C" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. JF	Date: 12/11/91	Sheet 2 of 2

EXHIBIT "D"

LEGAL DESCRIPTION

A permanent easement located in the Northeast 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the Northwest corner of Block 10, West Villa Park, from which the Southwest corner of Block 10, West Villa Park, bears  
S 00°00'00"W;

Thence S 00°00'00"W a distance of 16.38 feet to the POINT OF BEGINNING;

Thence N 82°24'E a distance of 123.83 feet to a point on the north line of Block 10;

Thence N 90°00'E along the north line of said Block 10 a distance of 91.73 feet;

Thence S 67°18'E a distance of 60.32 feet to a point on the east line of said Block 10;

Thence S 00°00'E along the east line of said Block 10 a distance of 32.52 feet;

Thence N 67°18'W a distance of 88.79 feet;

Thence S 82°24'W a distance of 189.87 feet to a point on the west line of said Block 10;

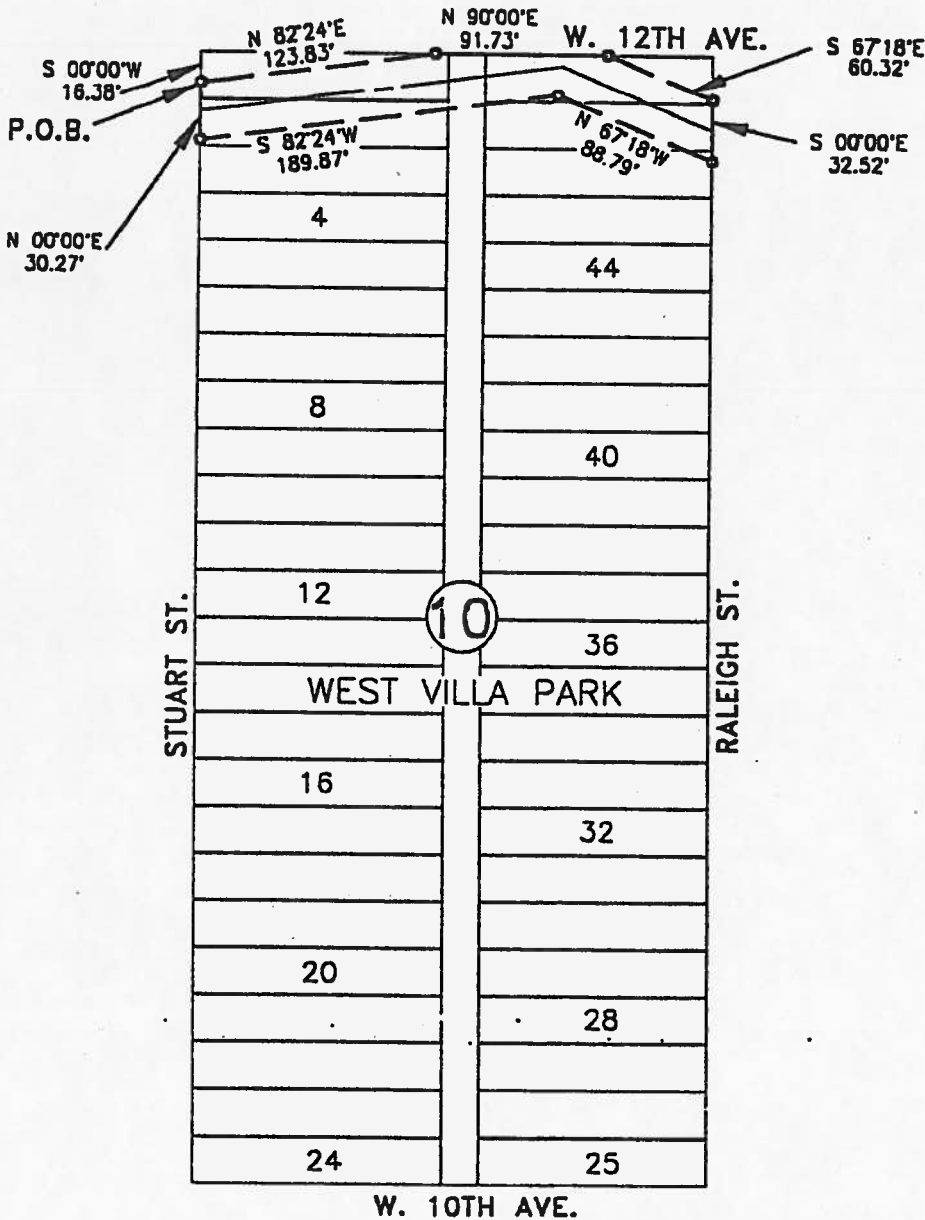
Thence N 00°00'W along the west line of said Block 10 a distance of 30.27 feet to the POINT OF BEGINNING;

Excepting therefrom that portion occupied by the Platted Alley

Said permanent easement contains 7,930 square feet or 0.182 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23487



BASIS OF BEARING IS THE WEST LINE OF BLOCK 10, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER  
 RECLAMATION DISTRICT

Title: EXHIBIT "D" PARCEL LGN-001  
 LAKEWOOD GULCH NORTH BRANCH

Dr. SM

Ck. 17

Date: 17/17/91

Sheet 2 of

EXHIBIT "E"  
LEGAL DESCRIPTION

A permanent easement located in the Northeast 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the Northwest corner of Block 11, West Villa Park, from which the Southwest corner of Block 11, West Villa Park, bears S 00°00'00"W;

Thence S 00°00'00"W a distance of 48.27 feet to the POINT OF BEGINNING;

Thence S 67°18'E a distance of 152.69 feet;

Thence S 82°12'E a distance of 130.47 feet to a point on the east line of said Block 11;

Thence S 00°00'E along the east line of said Block 11 a distance of 30.28 feet;

Thence N 82°12'W a distance of 138.51 feet;

Thence N 67°18'W a distance of 144.07 feet to a point on the west line of said Block 11;

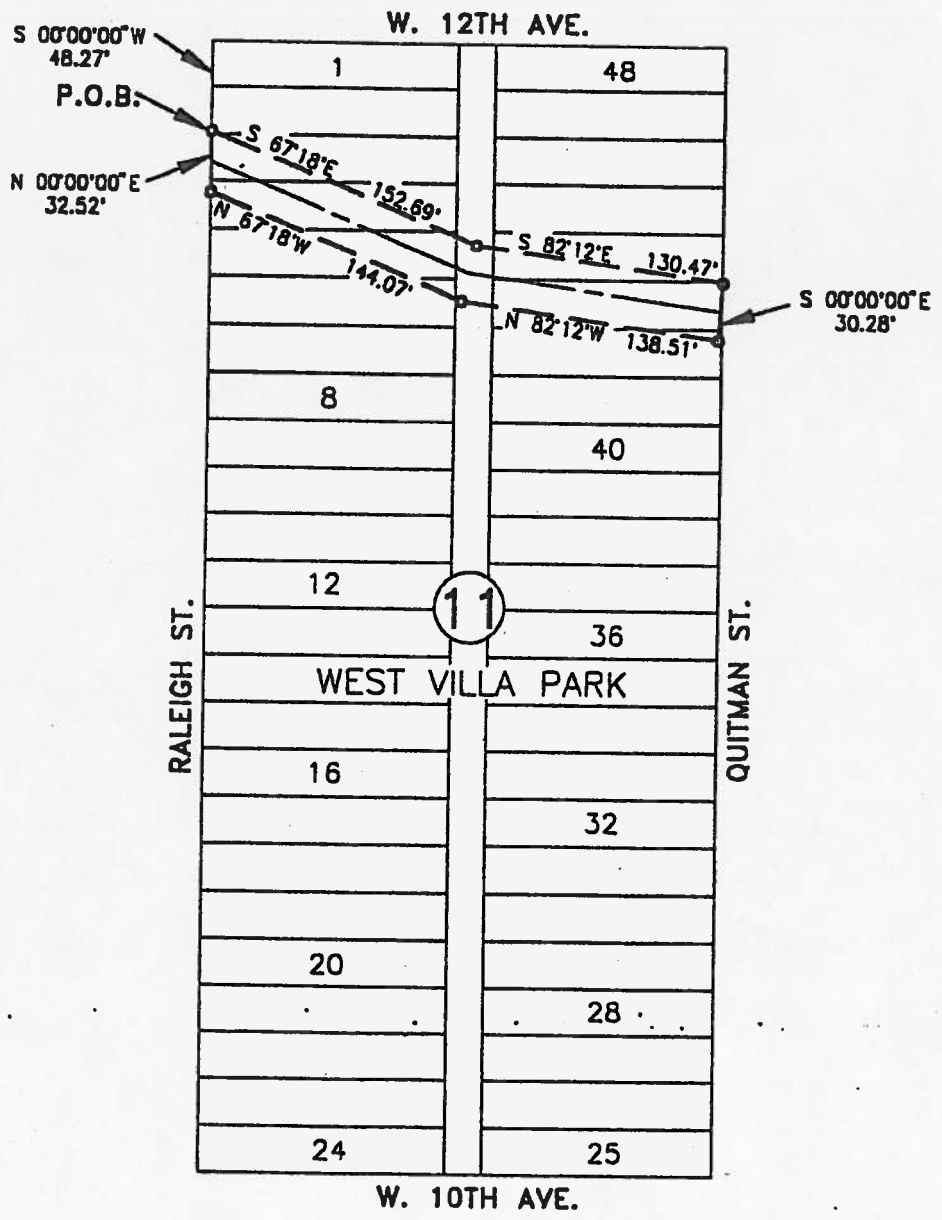
Thence N 00°00'W along the west line of said Block 11 a distance of 32.52 feet to the POINT OF BEGINNING;

Excepting therefrom that portion occupied by the Platted Alley

Said permanent easement contains 8,450 square feet or 0.195 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M  
 CITY AND COUNTY OF DENVER

23489



BASIS OF BEARING IS THE WEST LINE OF BLOCK 11, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00\"W.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "E" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. 17	Date: 12/17/91	Sheet 2 of 2

EXHIBIT "F"  
LEGAL DESCRIPTION

A permanent easement located in the Northeast 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the Northwest corner of Block 12, West Villa Park, from which the Southwest corner of Block 12, West Villa Park, bears  
S 00°00'00"W;

Thence S 00°00'00"W a distance of 131.04 feet to the POINT OF BEGINNING;

Thence S 82°12'E a distance of 204.58 feet;

Thence N 75°21'E a distance of 70.72 feet to a point on the east line of said Block 12;

Thence S 00°00'E along the east line of said Block 12 a distance of 31.01 feet;

Thence S 75°21'W a distance of 68.84 feet;

Thence N 82°12'W a distance of 206.42 feet to a point on the west line of said Block 12;

Thence N 00°00'E along the west line of said Block 12 a distance of 30.28 feet to the POINT OF BEGINNING;

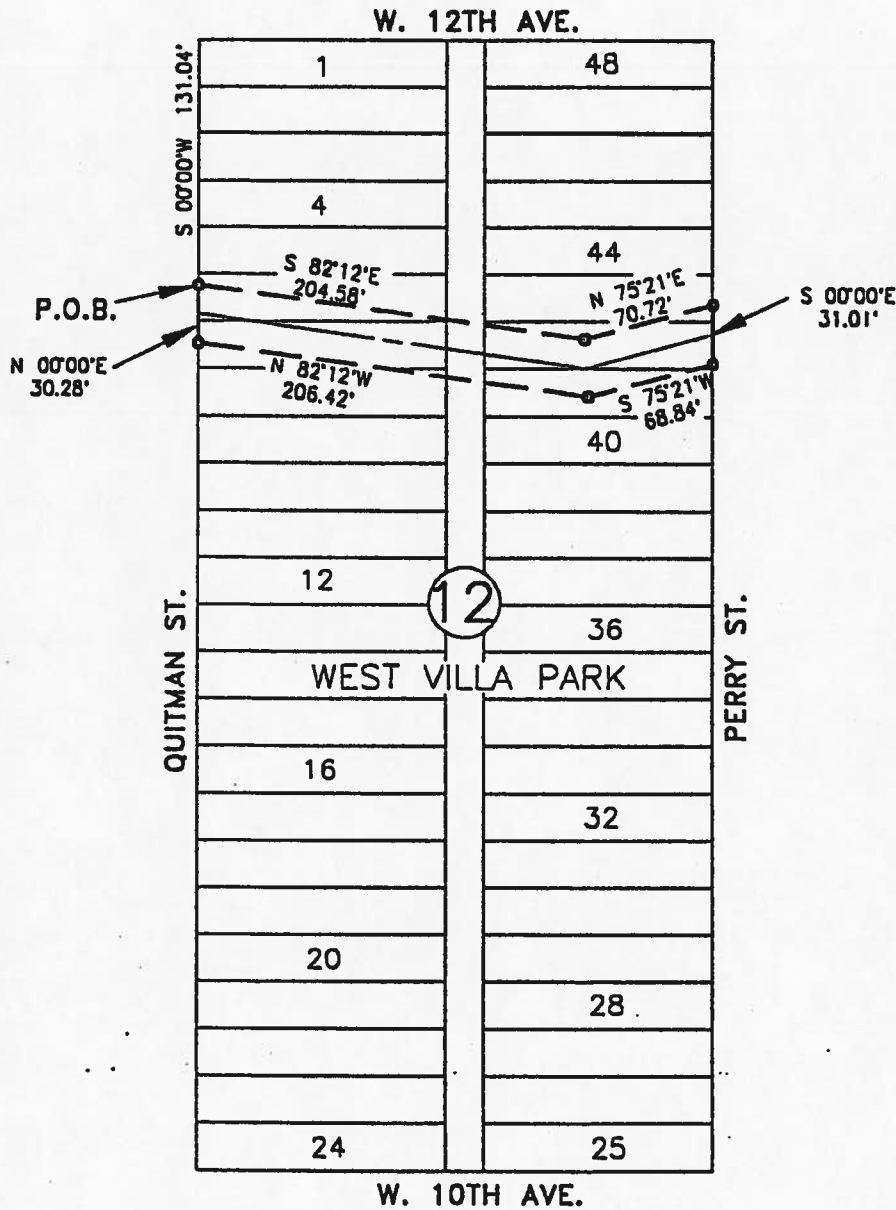
Excepting therefrom that portion occupied by the Platted Alley

Said permanent easement contains 8,260 square feet or 0.190 acre, more or less.



NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23491



BASIS OF BEARING IS THE WEST LINE OF BLOCK 12, WEST VILLA PARK,  
 WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "F" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. JY	Date: 9-17-91	Sheet 2 of 1

**EXHIBIT "G"**

**LEGAL DESCRIPTION**

A permanent easement described as the south 22.5 feet of Lot 43 and the North 7.5 feet of Lot 42, Block 13, West Villa Park, City and County of Denver, Colorado.

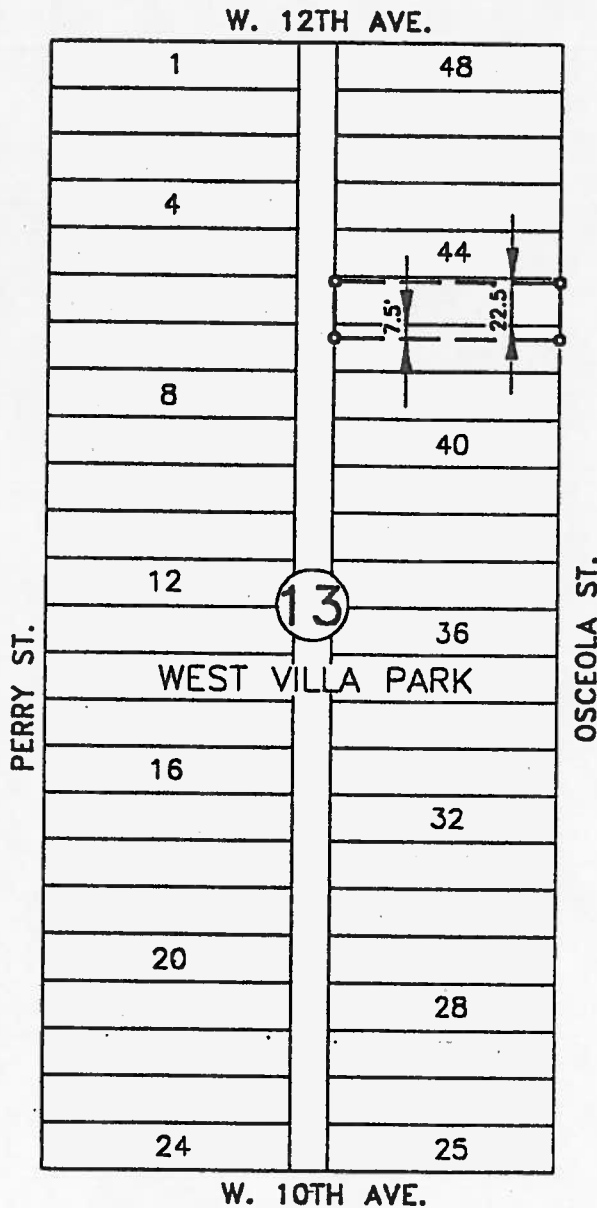
Said permanent easement contains 4,050 square feet or 0.093 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23493



SCALE:  
 1" = 100'



BASIS OF BEARING IS THE WEST LINE OF BLOCK 13, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER  
 RECLAMATION DISTRICT

Title: EXHIBIT "G" PARCEL LGN-001  
 LAKEWOOD GULCH NORTH BRANCH

Dr. \_\_\_\_\_ SM \_\_\_\_\_

Ck. 17

Date: 12/11/91

Sheet 2 of \_\_\_\_\_

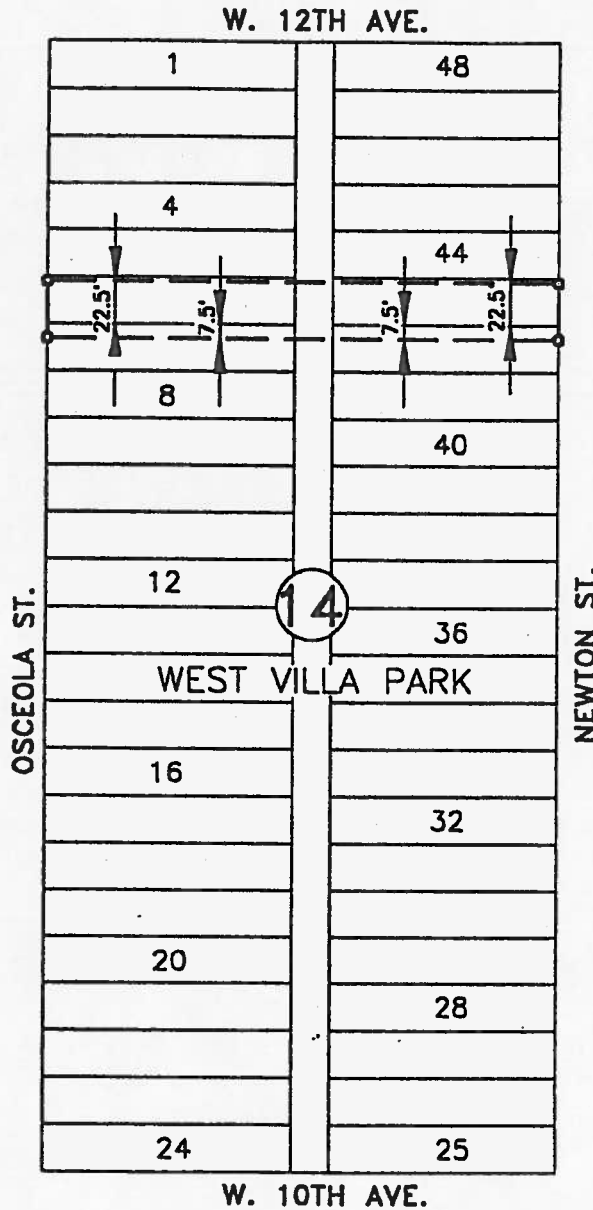
**EXHIBIT "H"**  
**LEGAL DESCRIPTION**

A permanent easement described as the south 22.5 feet of Lot 6 and the south 22.5 feet of Lot 43 and the north 7.5 feet of Lot 7 and the north 7.5 feet of Lot 42, Block 14, West Villa Park, City and County of Denver, Colorado.

Said permanent easement contains 8,100 square feet or 0.186 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23495



SCALE:  
 1" = 100'

BASIS OF BEARING IS THE WEST LINE OF BLOCK 14, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER  
 RECLAMATION DISTRICT

Title: EXHIBIT "H" PARCEL LGN-001  
 LAKEWOOD GULCH NORTH BRANCH

Dr. SM

Ck. 12

Date: 12/17/91

Sheet 2 of 2

EXHIBIT "I"

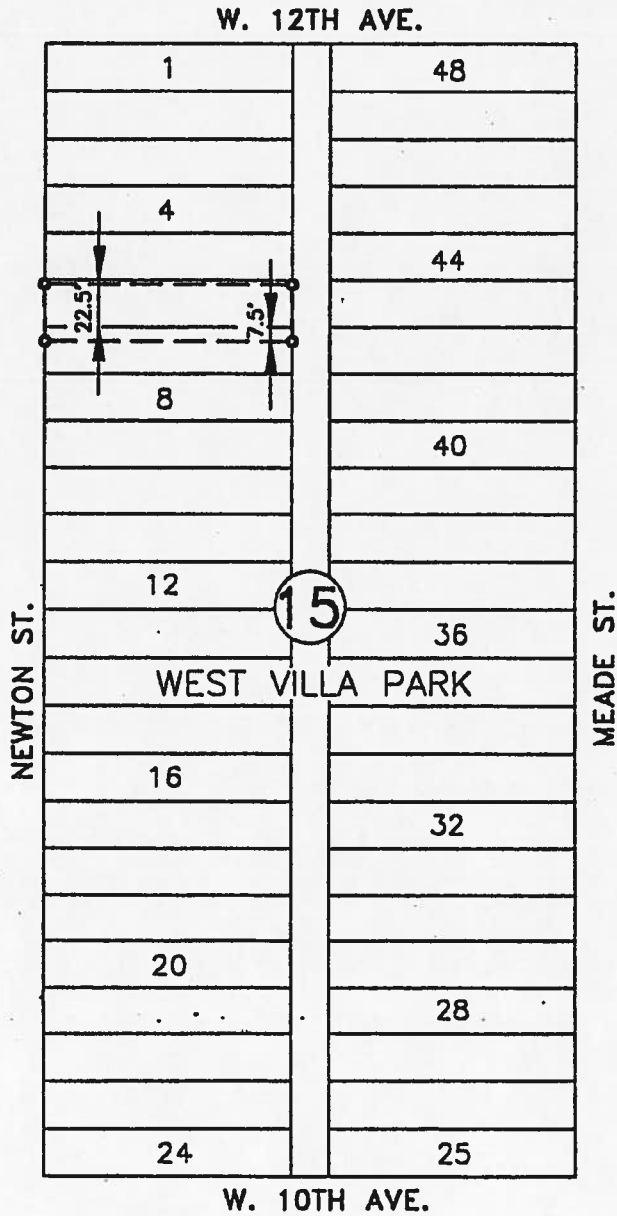
LEGAL DESCRIPTION

A permanent easement described as the south 22.5 feet of Lot 6 and the north 7.5 feet of Lot 7, Block 15, West Villa Park, City and County of Denver, Colorado.

Said permanent easement contains 3,750 square feet or 0.086 acre, more or less.

NE 1/4 SECTION 6, TOWNSHIP SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23497



SCALE:  
 1" = 100'

BASIS OF BEARING IS THE WEST LINE OF BLOCK 15, WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "I" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SM	Ck. 14	Date: 12/17/91	Sheet 2 of 2

EXHIBIT "J"

LEGAL DESCRIPTION

A permanent easement located in the Northeast 1/4 of Section 6, Township 4 South, Range 68 West of the 6th P.M., City and County of Denver, Colorado. Said permanent easement consists of a strip of land 30.00 feet in width, more particularly described as follows:

Commencing at the Northwest corner of Lot 48, Block 15, West Villa Park, from which the Southwest corner of Lot 25, said Block 15, West Villa Park, bears S 00°00'00"W;

Thence S 00°00'00"W a distance of 107.89 feet to a point on the west line of Lot 44 of said Block 15, the POINT OF BEGINNING;

Thence N 51°04'52"E a distance of 160.66 feet to a point on the east line of said Block 15;

Thence S 00°00'00"E along the east line of said Block 15, a distance of 38.56 feet;

Thence S 51°04'52"W a distance of 160.66 feet to a point on the west line of Lot 43 of said Block 15;

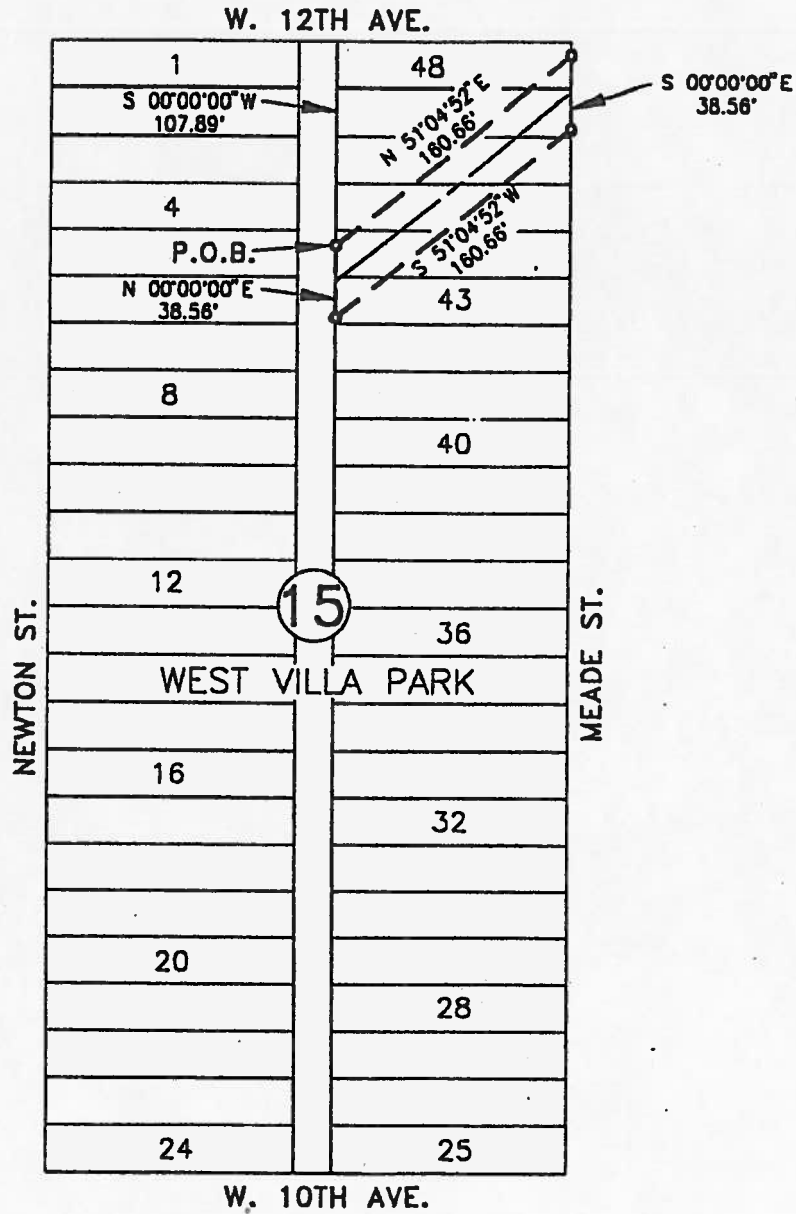
Thence N 00°00'00"E a distance of 38.56 feet to the POINT OF BEGINNING;

Said permanent easement contains 4,820 square feet or 0.111 acre, more or less.



NE 1/4 SECTION 6, TOWNSHIP 4 SOUTH,  
 RANGE 68 WEST, 6TH P.M.  
 CITY AND COUNTY OF DENVER

23499



SCALE:  
 1" = 100'

BASIS OF BEARING IS THE WEST LINE OF THE EAST 1/2 OF BLOCK 15,  
 WEST VILLA PARK, WHICH IS CONSIDERED TO BEAR S 00°00'00"W.

METRO WASTEWATER RECLAMATION DISTRICT		Title: EXHIBIT "J" PARCEL LGN-001 LAKEWOOD GULCH NORTH BRANCH	
Dr. SV	Ck. <i>iy</i>	Date: 12/17/91	Sheet 7 of

## EXHIBIT K

## SANITARY SEWER LINE EASEMENT DESCRIPTION

CITY AND COUNTY OF DENVER, OWNER

October 23, 1991

A permanent thirty foot wide easement for the purposes of constructing and maintaining a sanitary sewer line. Said permanent easement is more particularly described as follows:

Property Description:

That portion of the Northeast One Quarter of Section 6, Township 4 South, Range 68 West, 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Commencing at the Center of Section 6, T4S, R68W, 6th P.M., City and County of Denver, State of Colorado, from which the West One Quarter Corner of said Section 6 bears North  $89^{\circ}26'42''$  West, with all bearings contained herein relative thereto:

Thence North  $70^{\circ}41'03''$  East, 1429.01 Feet to the Point Of Beginning, said Point Of Beginning being on the Westerly Line of Lot 7, Block 13, West Villa Park Subdivision, recorded in the land records of the City and County of Denver;

Thence North  $00^{\circ}20'23''$  East, along said Westerly Line of Block 13, 36.74 Feet to a point;

Thence, leaving said Westerly Line, North  $55^{\circ}04'59''$  East, 42.43 Feet to a point;

Thence South  $69^{\circ}38'06''$  East, 85.21 Feet to a point;

Thence South  $89^{\circ}39'38''$  East, 10.29 Feet to a point on the Easterly Line of Lot 6, Block 13, of said West Villa Park Subdivision;

Thence South  $00^{\circ}20'23''$  West, along said Easterly Line, 30.00 Feet to a point;

Thence leaving said Easterly Line, North  $89^{\circ}39'38''$  West, 15.59 Feet to a point;

Thence North  $69^{\circ}38'06''$  West, 74.79 Feet to a point;

Thence South  $55^{\circ}04'59''$  West, 47.93 Feet to the Point Of Beginning.

Containing 4,143 Square Feet or 0.095 Acres, more or less.

~~XXXXXXXXXXXX~~

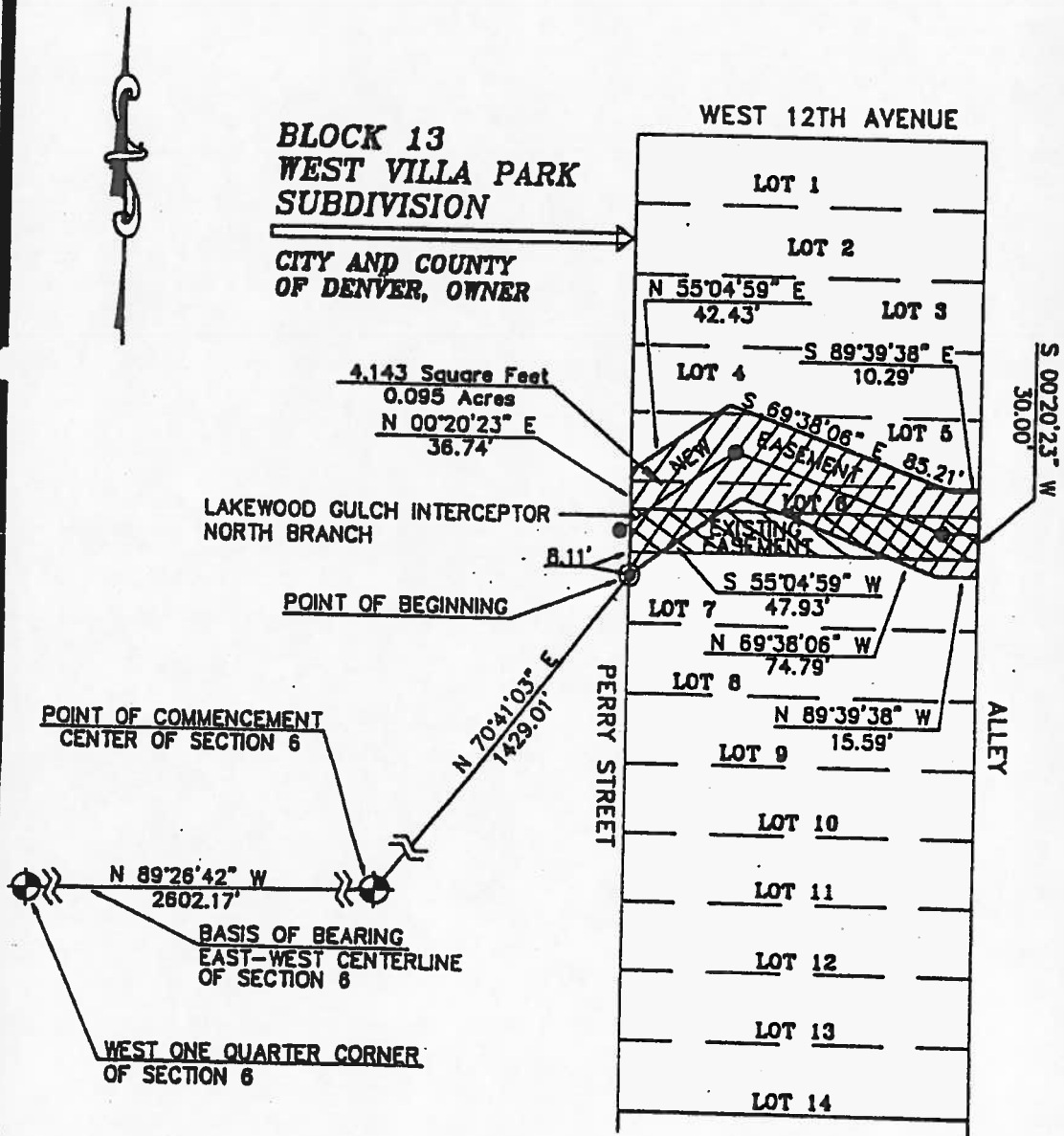


On behalf of and for  
GREENHORNE & O'MARA, INC.

*Roger A. Vermaas*  
Roger A. Vermaas  
Professional Land Surveyor  
Colo. Reg. No. 24968

# EXHIBIT 30 FOOT WIDE SANITARY SEWER EASEMENT

A PORTION OF THE NORTHEAST ONE QUARTER OF SECTION 6,  
TOWNSHIP 4 SOUTH, RANGE 68 WEST, 6TH PRINCIPAL MERIDIAN,  
CITY AND COUNTY OF DENVER, STATE OF COLORADO



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

DRAWN BY: <b>MJU</b>	CITY AND COUNTY OF DENVER PARKS AND RECREATION DEPARTMENT	JOB NUMBER: 4110-LAK
CHECKED BY: <b>RWC</b>	<b>GREENHORNE &amp; O'MARA, INC.</b>	FILE NUMBER: LAKE_E1
DATE: 10/18/91	<i>Engineers / Architects / Planners / Scientists / Surveyors</i>	SCALE: 1" = 50'
	3131 South Foulke Way Suite 400 Aurora Colorado 80014 (303)-766-8000	SHEET: 2 OF 2