

Master Project No.:2015PM0000674

PW Project No.: 2016-SSPR-0000184



2017037796

Page: 1 of 8

PERMANENT NON-EXCLUSIVE EASEMENT

1505 Hooker Street Denver Colorado 80204

This Permanent Non-Exclusive Easement (“Easement”), made 20th day of February, 2017 between Strasburg Irving Development, LLC whose address is 7600 Landmark Way, Greenwood Village, CO 80111 (“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 1505 Hooker Street, Denver, Colorado 80202 (the “Property”), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned wastewater facilities: **storm sewer, aboveground water quality ponds, underground detention structure without pump 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 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. 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 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):

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(S): Strasburg Irving Development, LLC

BY: *[Signature]* president
Person(s) and Title(s)

Mauricio Waintrub, President
Printed Name(s)

STATE OF Colorado)

_____) ss

COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 14th day of March, 2017, by MAU/W as Mauricio Waintrub for Strasburg Irving Development, LLC, as the Grantor(s).

Witness my hand and official seal.

My commission expires: May 2, 2017

Margarita J. Matthews
Notary Public



Address

"EXHIBIT A"
A PORTION OF
BLOCK 34, CHELTENHAM HEIGHTS
SITUATE
IN THE SW 1/4 OF SECTION 32, T.3.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO

2015-PROJ/MSTR-0000574-PNEE

PROPERTY DESCRIPTION:

PROPERTY DESCRIPTION: THAT PART OF BLOCK 34, RESUBDIVISION OF BLOCKS 2, 6, 8, 23, 29 AND 34, CHELTENHAM HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH A PART OF VACATED HOOKER STREET AS VACATED BY ORDINANCE NO. 473 RECORDED JANUARY 14, 1964 IN BOOK 9167 AT PAGE 525, AND TOGETHER WITH A PART OF THE VACATED EAST-WEST ALLEY IN SAID BLOCK 34 AS VACATED BY ORDINANCE NO. 474 RECORDED JANUARY 14, 1964 IN BOOK 9167 AT PAGE 528, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE WEST LINE OF HOOKER STREET AND THE EAST LINE OF LOT 9 IN SAID BLOCK 34 A DISTANCE OF 94.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTHEASTERLY AND EASTERLY ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 50 FEET TO A POINT ON THE EAST LINE OF HOOKER STREET, SAID POINT BEING 54.20 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 22, BLOCK 35, PLAT OF THE RE-SUBDIVISION OF BLOCK NO. 35, CHELTENHAM HEIGHTS; THENCE SOUTH ALONG THE EAST LINE OF HOOKER STREET AND THE WEST LINE OF SAID LOT 22, A DISTANCE OF 34.20 FEET TO A POINT 20 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22; THENCE WEST ALONG THE NORTH LINE OF WEST COLFAX AVENUE AS ESTABLISHED BY ORDINANCE NO. 156, SERIES OF 1964 (SAID LINE BEING 20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 34 AND SAID SOUTH LINE EXTENDED EASTERLY), A DISTANCE OF 434.88 FEET TO A POINT 5 FEET EAST OF THE WEST LINE OF LOT 22 IN SAID BLOCK 34, SAID POINT BEING ON THE EAST LINE OF IRVING STREET AS ESTABLISHED BY ORDINANCE NO. 152, SERIES OF 1964; THENCE NORTHWESTERLY ALONG IRVING STREET TO A POINT 35 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH ALONG THE EAST LINE OF IRVING STREET AND THE WEST LINE OF SAID LOT 22, A DISTANCE OF 85.03 FEET TO A POINT 10 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 22, SAID POINT BEING ON THE SOUTH LINE OF THE ALLEY ESTABLISHED BY ORDINANCE NO. 153, SERIES OF 1964; THENCE EAST ALONG THE SOUTH OF SAID ALLEY, A DISTANCE OF 149.96 FEET TO A POINT 20 FEET EAST OF THE WEST LINE OF LOT 17 IN SAID BLOCK 34; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 17 AND SAID LINE EXTENDED, A DISTANCE OF 20 FEET TO THE SOUTH LINE OF LOT 34 IN SAID BLOCK 34; THENCE TO A POINT ON THE SOUTH LINE OF SAID LOT 34 WHICH IS 10 FEET EAST OF THE WEST LINE OF SAID LOT 34 EXTENDED SOUTHERLY; THENCE NORTH ON A LINE 10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 34 AND SAID WEST LINE EXTENDED SOUTHERLY, A DISTANCE OF 50.02 FEET TO A POINT 10 FEET SOUTH OF THE NORTH LINE OF SAID LOT 34; THENCE EAST ON A LINE 10 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 34, A DISTANCE OF 59.98 FEET TO A POINT 10 FEET WEST OF THE EAST LINE OF SAID LOT; THENCE SOUTH ON A LINE 10 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 34 AND SAID EAST LINE EXTENDED SOUTHERLY, A DISTANCE OF 50.02 FEET TO THE SOUTH LINE OF SAID LOT; THENCE TO A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 34 WITH THE NORTHERLY EXTENSION OF A LINE WHICH IS 20 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 14 IN SAID BLOCK 34; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 20 FEET TO A POINT 10 FEET SOUTH OF THE NORTH LINE OF SAID LOT 14, SAID POINT BEING ON THE SOUTH LINE OF THE ALLEY ESTABLISHED BY ORDINANCE NO. 153, SERIES OF 1964; THENCE EAST ALONG THE SOUTH LINE OF SAID ALLEY A DISTANCE OF 149.96 FEET TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 25.96 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO. CONTAINING AN AREA OF 42,459 SQ. FT., +/-.

NOTES:

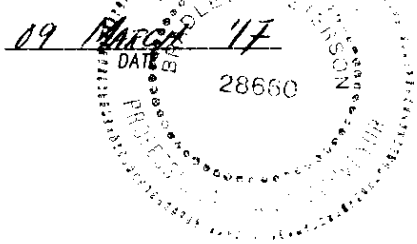
BASIS OF BEARINGS: A RECORD BEARING OF N00°00'44"E FOR THE RANGE LINE 19 FEET EASTERLY OF THE WESTERLY RIGHT-OF-WAY OF IRVING STREET, MONUMENTED AS SHOWN HEREON.

LINEAL UNITS: U.S. SURVEY FEET.

SURVEYOR'S STATEMENT:

I, BRADLEY D. PETERSON, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS "DESCRIPTION" AND THE 13 FEBRUARY 2016 "LAND SURVEY PLAT" ON WHICH IT IS BASED WERE GENERATED BY ME AND ARE CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, BELIEF AND OPINION.

Bradley D. Peterson
 BRADLEY D. PETERSON, P.L.S. NO. 28860
 FOR & ON BEHALF OF TRISTATE SURVEYING, INC.



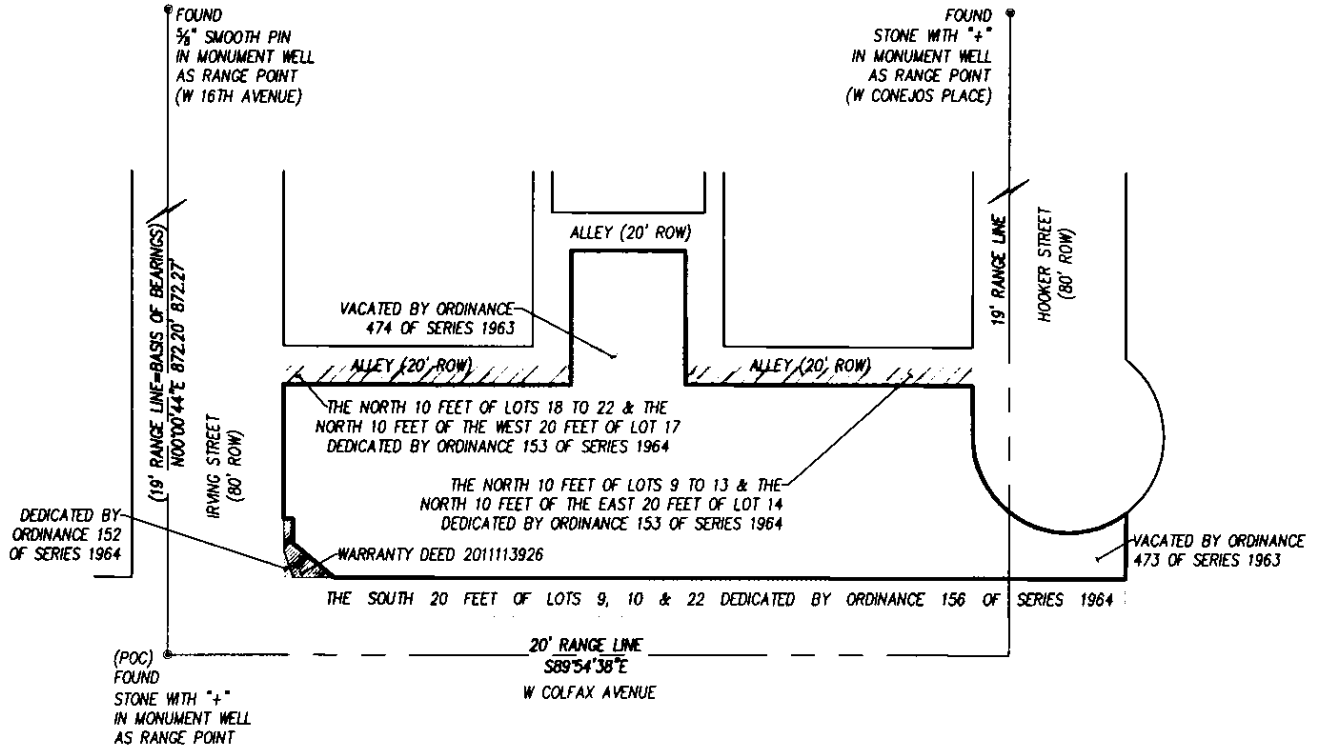
TRISTATE SURVEYING, INC.
 Bradley D. Peterson, PLS

7371 S. DELAWARE STREET PH: 303-995-9072
 LITTLETON, CO 80120 FX: 303-703-3830
 brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 02 MAR 17
CHECKED BY: JLT	201600_EXH A
JOB NO.: 201600	DRAWING NO.:
	SHEET 2 OF 2

NOTICE: 13-89 165(j)(6) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**"EXHIBIT A"
PROPERTY
A PORTION OF
BLOCK 34, CHELTENHAM HEIGHTS
SITUATE
IN THE SW 1/4 OF SECTION 32, T.3.S., R.68.W. OF THE SIXTH P.M.
CITY & COUNTY OF DENVER, STATE OF COLORADO**



NOTES:

BASIS OF BEARINGS: A RECORD BEARING OF N00°00'44"E FOR THE RANGE LINE 19 FEET EASTERLY OF THE WESTERLY RIGHT-OF-WAY OF IRVING STREET, MONUMENTED AS SHOWN HEREON.

LINEAL UNITS: U.S. SURVEY FEET.

SURVEYOR'S STATEMENT:

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Bradley D. Peterson
BRADLEY D. PETERSON, P.L.S. NO. 28660
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.
09 MARCH 17 28660
DATE

SCALE: 1"=100'



TRISTATE SURVEYING, INC.
Bradley D. Peterson, PLS

CO NE
KS

7371 S. DELAWARE STREET PH: 303-995-9072
LITTLETON, CO 80120 FX: 303-703-3830
brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 08 MAR 17
CHECKED BY: JLT	201600_EXH A DRAWING NO.:
JOB NO.: 201600	SHEET 1 OF 2

NOTICE 13-80-105(3)(a) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

"EXHIBIT B"
PERMANENT NON-EXCLUSIVE EASEMENT
A PORTION OF
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SITUATE
IN THE SW 1/4 OF SECTION 32, T.3.S., R.68.W. OF THE SIXTH P.M.
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 COMMENCING AT THE FOUND STONE WITH "+" IN MONUMENT WELL AS RANGE POINT AT THE INTERSECTION OF THE RANGE LINES IN W COLFAX AVENUE & IRVING STREET; THENCE N83°32'21"E, A DISTANCE OF 350.64 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SUBJECT PROPERTY; THENCE N00°00'00"E, DEPARTING SAID LINE, A DISTANCE OF 49.11 FEET; THENCE N90°00'00"E, A DISTANCE OF 24.82 FEET; THENCE N45°05'22"E, A DISTANCE OF 43.96 FEET; THENCE S89°56'04"E, A DISTANCE OF 16.75 FEET TO A POINT ON THE EASTERLY LINE OF THE SUBJECT PROPERTY; THENCE 68.57 FEET, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOOKER STREET, BEING THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, SUBTENDED BY A CENTRAL ANGLE OF 78°34'26" & WHOSE LONG CHORD BEARS S39°00'32"E, A DISTANCE OF 63.32 FEET; THENCE S00°00'00"E, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 25.04 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SUBJECT PROPERTY; THENCE N89°54'38"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W COLFAX AVENUE, A DISTANCE OF 112.60 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO. CONTAINING AN AREA OF 6,069 SQ. FT., +/-.

NOTES:

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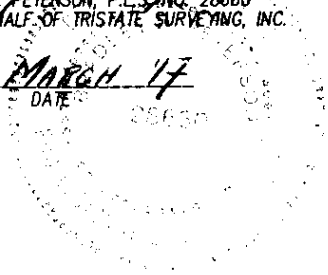
LINEAL UNITS: U.S. SURVEY FEET.

SURVEYOR'S STATEMENT:

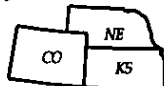
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Bradley D. Peterson
 BRADLEY D. PETERSON, P.L.S. NO. 28660
 FOR & ON BEHALF OF TRISTATE SURVEYING, INC.

19 MARCH 17
 DATE



TRISTATE SURVEYING, INC.
 Bradley D. Peterson, PLS



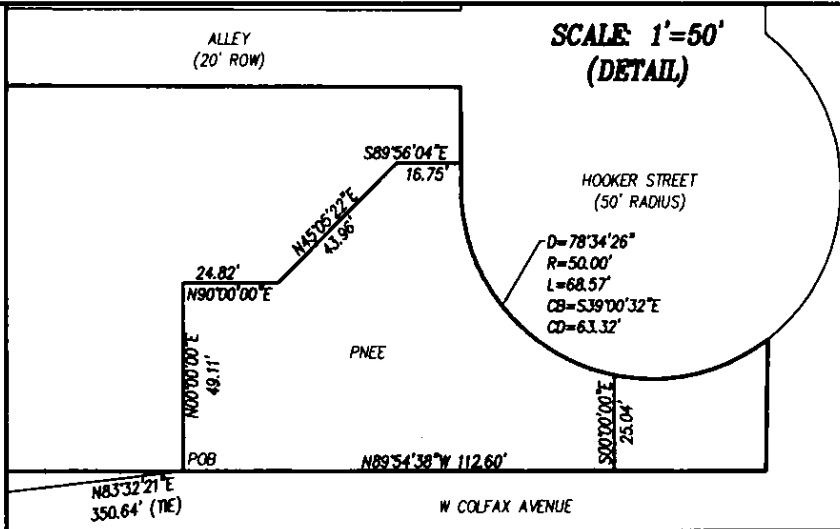
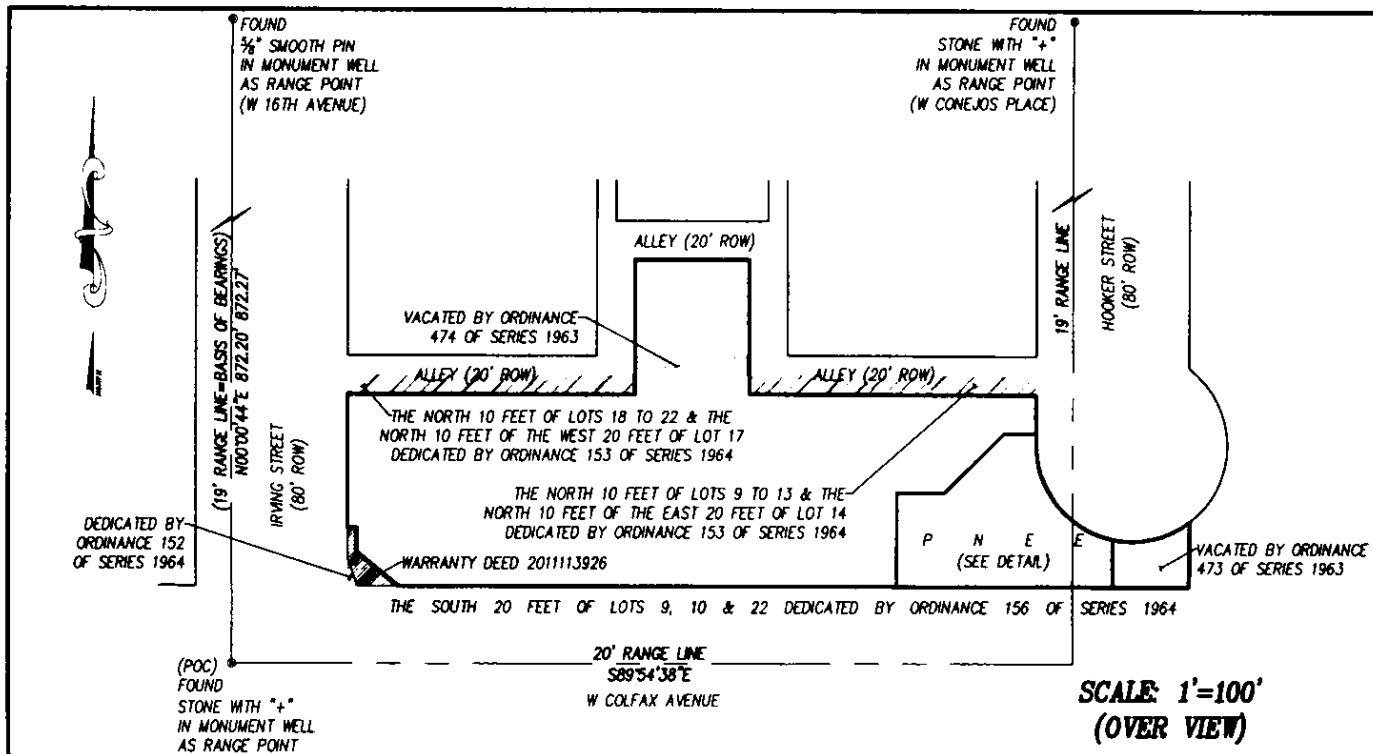
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DRAWN BY: BDP	DATE: 02 MAR 17
CHECKED BY: JLT	201600_EXH B
JOB NO.: 201600	SHEET 2 of 2

NOTICE 13-89 105(3)(a): ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

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NOTES:

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LINEAL UNITS: U.S. SURVEY FEET.

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Bradley D. Peterson
BRADLEY D. PETERSON, P.L.S. NO. 28860
FOR & ON BEHALF OF TRISTATE SURVEYING, INC.

11 MARCH 17
DATE

TRISTATE SURVEYING, INC.
 Bradley D. Peterson, PLS

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 brad@tristatesurveying.com

DRAWN BY: BDP	DATE: 08 MAR 17
CHECKED BY: JLT	201600_EXH B
JOB NO.: 201600	DRAWING NO.: SHEET 1 OF 2

NOTICE: 13-80 155(1)(b) ACCORDING TO COLORADO LAW, YOU MUST COMMENT ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.