



05/23/2022 10:04 AM
City & County of Denver
Electronically Recorded

R \$53.00

EAS

D \$0.00

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Project Descriptions: 1086 Meade Street & 1049 Stuart Street, Denver, CO – Villa Park
Asset Mgmt. No.: 21-207

PERMANENT EASEMENT FOR PUBLIC ACCESS

THIS PERMANENT EASEMENT AGREEMENT (this “Agreement”), by and between **HABITAT FOR HUMANITY OF METRO DENVER, INC.**, whose address is 3245 Eliot Street, Denver, Colorado 80211 (the “Grantor” or “Habitat”), and the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation and a home rule city (“Grantee,” sometimes referred to herein as the “City”), to be effective upon the date the Grantee conveys to Grantor the property located at 1086 Meade Street and 1049 Stuart Street, Denver, Colorado (the “Effective Date”).

WITNESSETH:

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

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

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

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

**SEE EXHIBIT A
ATTACHED HERETO AND INCORPORATED HEREIN**

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

Grantor further covenants and agrees that, unless otherwise authorized by a site development plan approved by the Grantee, no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Easement Area(s). Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the Grantee, or the Grantee may itself elect to correct or eliminate such violation at the Grantor’s expense. The Grantor shall promptly reimburse the Grantee for any costs or expenses incurred by the Grantee in enforcing the terms of this paragraph.

Notwithstanding the foregoing and the grant of the Easement to Grantee pursuant to this Easement, Grantee hereby grants to and for the benefit of Grantor, and Grantor's employees, agents, contractors, subcontractors, successors, assigns, lessees, and licensees, a temporary, non-exclusive license (the "Temporary Construction License") on, over, across and under the Easement Area(s) for the purpose of performing construction activities related to the development of the Easement Area(s) and adjacent parcels of Grantor's property, including, but not limited to, accessing the Easement Area(s) during construction, installing an access road and sidewalks within the Easement Area(s), installing fencing, barriers, and otherwise controlling or limiting entry to the Easement Area(s) by the public or Grantee, performing staging and other pre-construction activities in the Easement Area(s), and all uses reasonably associated with such construction activities; installing and relocating underground utility lines and related facilities within the Easement Area(s); installing storm sewer drains and related facilities within the Easement Area(s); and installing open space improvements within the Easement Area(s). The Temporary Construction License automatically terminates without further action by Grantor or Grantee upon the issuance of a Certificate of Occupancy from the Grantee for the vertical development contained in the site development plan triggering the granting of this Easement by Grantor to Grantee.

Grantor further understands and agrees that with respect to the Easement Area(s), all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Easement Area(s) is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Easement Area(s) if deemed necessary by Grantee.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement for Public Access on the date set as above, and to be effective as of the Effective Date.

GRANTOR:

HABITAT FOR HUMANITY OF METRO DENVER, INC.

Heath Lulyas

By:

STATE OF COLORADO)

) ss.

CO
COUNTY OF Denve)

CHRISTINE KOLESKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144026354
MY COMMISSION EXPIRES JULY 3, 2022

The foregoing instrument was acknowledged before me this 19th day of May, 2022, by Heath Lulyas Exec. Director of Habitat for Humanity of Metro Denver, Inc.

Witness my hand and official seal.

My commission expires: July 3, 2022

CK

Notary Public

EXHIBIT A

Legal Descriptions of the Properties

See next pages.

EXHIBIT "A"

LAND DESCRIPTION

SHEET 1 OF 3

A PARCEL OF LAND BEING A PORTION OF LOTS 2 THROUGH 8, BLOCK 16, WEST VILLA PARK, AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 20699" FROM WHENCE THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6 BEING A FOUND 3.25" ALUMINUM CAP "PLS 34986" BEARS NORTH 00°28'11" WEST, A DISTANCE OF 1319.17 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO; THENCE NORTH 35°12'23" WEST, A DISTANCE OF 528.52 FEET TO THE WEST LINE OF SAID LOT 8 AND THE POINT OF BEGINNING;

THENCE NORTH 00°09'57" EAST ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 0.61 FEET;

THENCE NORTH 24°06'43" EAST, A DISTANCE OF 13.82 FEET;

THENCE NORTH 29°31'04" EAST, A DISTANCE OF 12.65 FEET;

THENCE NORTH 31°33'32" EAST, A DISTANCE OF 27.42 FEET;

THENCE NORTH 34°51'10" EAST, A DISTANCE OF 31.80 FEET;

THENCE NORTH 37°09'34" EAST, A DISTANCE OF 25.75 FEET;

THENCE NORTH 38°49'03" EAST, A DISTANCE OF 47.71 FEET;

THENCE NORTH 37°54'41" EAST, A DISTANCE OF 40.09 FEET;

THENCE NORTH 43°16'29" EAST, A DISTANCE OF 13.24 FEET;

THENCE 14.02 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 139.34 FEET, A DELTA OF 05°45'57", AND A CHORD WHICH BEARS SOUTH 25°06'23" WEST, 14.02 FEET;

THENCE 48.91 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1128.29 FEET, A DELTA OF 02°29'01", AND A CHORD WHICH BEARS SOUTH 36°54'21" WEST, 48.90 FEET;

PREPARED BY:
 JEFFREY J. MACKENNA P.L.S. 34183 DATE: 10/25/2021
 FOR FALCON SURVEYING, INC.
 9940 WEST 25TH AVENUE
 LAKEWOOD COLORADO, 80215
 (303)202-1560

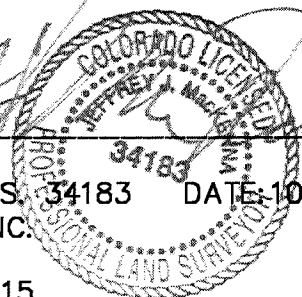


EXHIBIT "A" LAND DESCRIPTION

SHEET 2 OF 3

THENCE 15.32 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 32.65 FEET, A DELTA OF 26°53'22", AND A CHORD WHICH BEARS SOUTH 29°44'04" WEST, 15.18 FEET;

THENCE 16.95 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 69.50 FEET, A DELTA OF 13°58'15", AND A CHORD WHICH BEARS SOUTH 03°24'18" EAST, 16.90 FEET;

THENCE 21.22 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 34.97 FEET, A DELTA OF 34°45'23", AND A CHORD WHICH BEARS SOUTH 05°46'49" WEST, 20.89 FEET;

THENCE 17.24 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.02 FEET, A DELTA OF 24°40'42", AND A CHORD WHICH BEARS SOUTH 34°29'07" WEST, 17.10 FEET;

THENCE 21.75 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 40.96 FEET, A DELTA OF 30°25'27", AND A CHORD WHICH BEARS SOUTH 65°45'44" WEST, 21.50 FEET;

THENCE 16.95 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 212.89 FEET, A DELTA OF 04°33'40", AND A CHORD WHICH BEARS SOUTH 83°17'08" WEST, 16.94 FEET;

THENCE 6.24 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 15.37 FEET, A DELTA OF 23°15'27" AND A CHORD WHICH BEARS SOUTH 57°45'51" WEST, 6.20 FEET;

THENCE 39.78 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1137.64 FEET, A DELTA OF 02°00'12", AND A CHORD WHICH BEARS SOUTH 34°32'16" WEST, 39.78 FEET;

THENCE 10.72 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 52.59 FEET, A DELTA OF 11°40'51", AND A CHORD WHICH BEARS SOUTH 32°19'32" WEST, 10.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,381 SQUARE FEET, 0.055 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

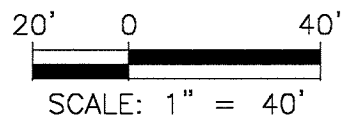
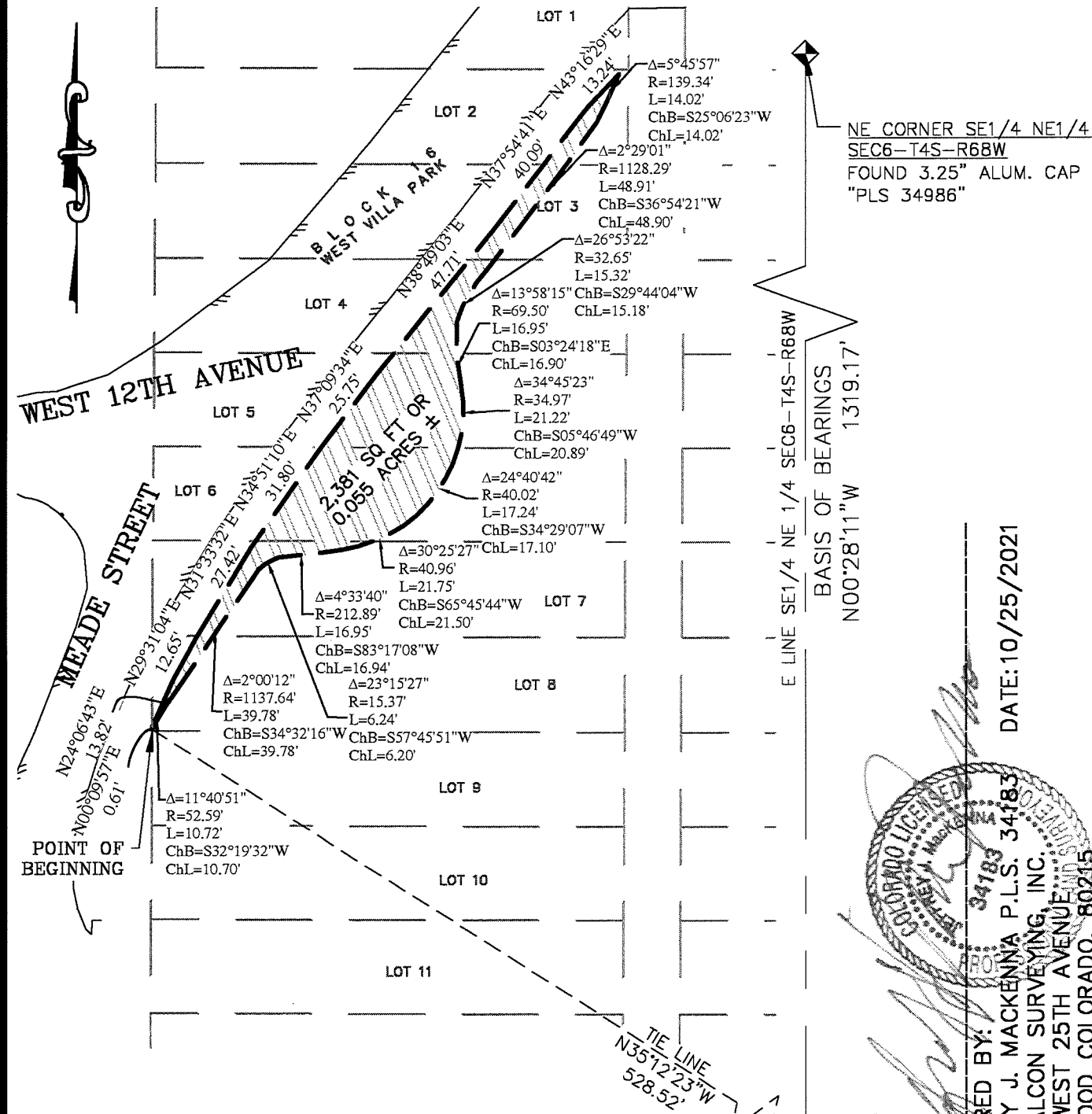
JEFFREY J. MACKENNA P.L.S. 34183
FOR FALCON SURVEYING, INC.
9940 WEST 25TH AVENUE
LAKEWOOD COLORADO, 80215
(303)202-1560

DATE: 10/25/2021

EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 6, T4S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 3 OF 3



DATE: 10/25/2021

PREPARED BY: JEFFREY J. MACKENNA P.L.S. 34183
 FOR FALCON SURVEYING, INC.
 9940 WEST 25TH AVENUE, SUITE 100
 LAKEWOOD COLORADO, 80215
 (303)202-1560

(Signature)

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

EXHIBIT "A" LAND DESCRIPTION

SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF LOTS 36 AND 37, BLOCK 9, WEST VILLA PARK, AND SITUATED IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RANGE POINT IN THE INTERSECTION OF STUART STREET AND WEST 10TH AVENUE BEING A NUMBER 5 REBAR FROM WHENCE A RANGE POINT IN THE INTERSECTION OF TENNYSON STREET AND WEST 10TH AVENUE BEING AN AXLE BEARS NORTH 89°39'45" WEST, A DISTANCE OF 305.08 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 03°14'59" WEST, A DISTANCE OF 320.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37 AND THE POINT OF BEGINNING;

THENCE SOUTH 80°47'03" WEST, A DISTANCE OF 126.84 FEET TO THE WEST LINE OF SAID LOT 36;

THENCE NORTH 00°19'43" EAST ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 19.81 FEET;

THENCE NORTH 80°19'22" EAST, A DISTANCE OF 127.01 FEET TO THE EAST LINE OF SAID LOT 37;

THENCE SOUTH 00°19'43" WEST ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 20.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37 AND THE POINT OF BEGINNING.

CONTAINING: 2,543 SQUARE FEET, 0.058 ACRES OF LAND, MORE OR LESS.

PREPARED BY:

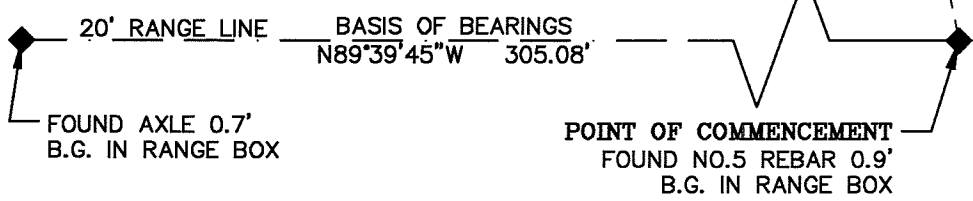
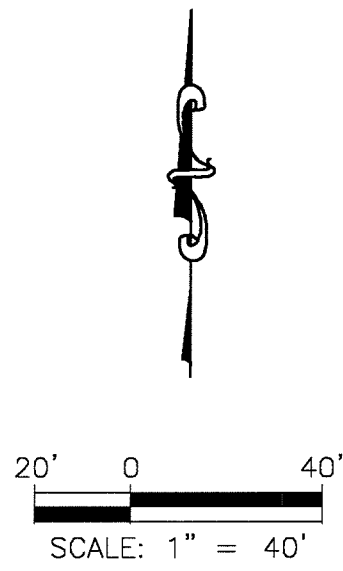
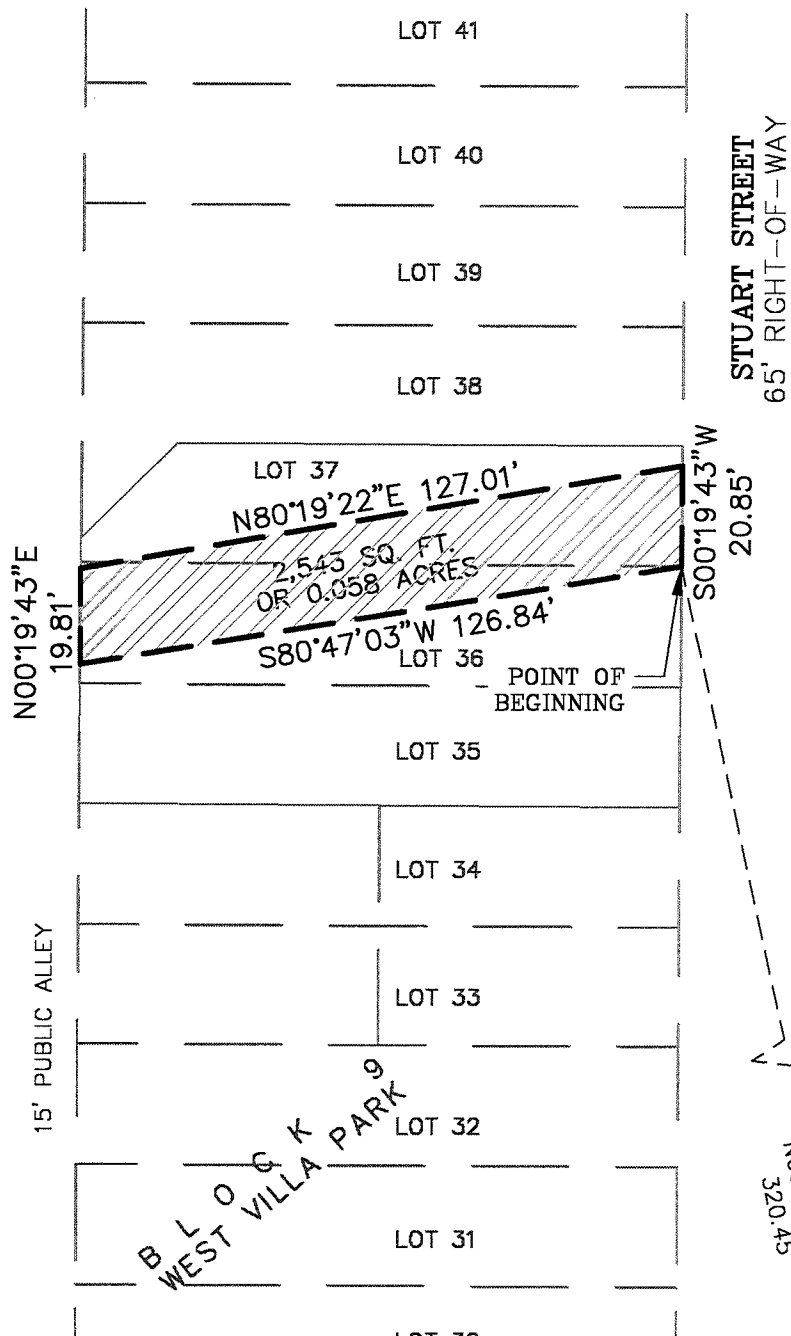
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DATE: 12/13/2021

EXHIBIT "A"

SITUATED IN THE NE 1/4, SECTION 6, T4S, R68W, OF THE 6TH P.M.
CITY AND COUNTY OF DENVER, STATE OF COLORADO

SHEET 2 OF 2



DATE: 12/13/2021
 PREPARED BY: JEFFREY J. MACKENNA P.L.S. 34183
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