

Insert Project Number: [xxxxDxxxxx]

PERMANENT NON-EXCLUSIVE EASEMENT

[Insert location or project name]

This Permanent Non-Exclusive Easement (“Easement”), made ____ day of _____, 20__ between _____ whose address is _____ (“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 [Insert address of site] (the “Property”), described in Exhibit A attached hereto and incorporated herein, which will be served by the following privately owned wastewater facilities [INSERT THE APPROPRIATE FACILITIES AND STRIKE OUT THE OTHERS] sanitary sewer, storm sewer, permanent aboveground detention/water quality pond, permanent underground detention/water quality structure or vault with or without pump(s) 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):

BY:

Person(s) and Title(s)

Printed Name(s)

STATE OF _____)

_____) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ for _____, as the Grantor(s).

Witness my hand and official seal.

My commission expires: _____

Notary Public

Address

EXHIBIT A

Property Legal Description

Include survey map and legal description of entire parcel.

Original must be signed and wet stamped by Colorado RLS

Examples of exhibit form and content provided at the end of this document.

Complete requirements for Land Descriptions can be found at:

<http://denvergov.org/rightofwayservices/RightofWayServices/Survey/GuidelinesforLandDescriptions/tabid/442347/Default.aspx>

EXHIBIT B

Easement Area Legal Description

Insert survey map and legal description of easement.

Original must be signed and wet stamped by Colorado RLS

Examples of exhibit form and content provided at the end of this document.

Complete requirements for Land Descriptions can be found at:

<http://denvergov.org/rightofwayservices/RightofWayServices/Survey/GuidelinesforLandDescriptions/tabid/442347/Default.aspx>

INFORMATION ONLY

EXHIBIT A
"PROPERTY"
SHEET 1 OF 2
LAND DESCRIPTION

A portion of the Southwest Quarter of the Northwest Quarter of Section 17, Township 4 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, Colorado, being more particularly described as follows:

COMMENCING at the Northwest one-sixteenth corner of said Section 17, whence the North one-sixteenth corner of said Section 17 bears S89°35'37"W a distance of 1320.07 feet; **THENCE** S00°24'00"E along the east line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 30.00 feet to the **POINT OF BEGINNING**;

THENCE continuing S00°24'00"E along said east line of the Southwest Quarter of the Northwest Quarter of Section 17 a distance of 700.95 feet;
THENCE N56°28'27"W along the northeasterly Right-of-Way line State Highway No. 83, also known as Leetsdale Drive, as shown on Right of Way Plan of Proposed Federal Aid Project No. TQFCU 083-1(3) a distance of 712.00 feet;
THENCE the following two courses along the easterly lines of that parcel of land described in Ordinance No. 21, Series of 1967, dated March 3, 1967:
1) N00°20'33"W a distance of 102.52 feet;
2) **THENCE** N10°03'54"W a distance of 203.87 feet;
THENCE N89°35'37"E along a line being thirty feet southerly of and parallel with the northerly line of said Southwest Quarter of the Northwest Quarter of Section 17 a distance of 624.92 feet to the **POINT OF BEGINNING**.

Containing 6.890 Acres, more or less.

Prepared by:

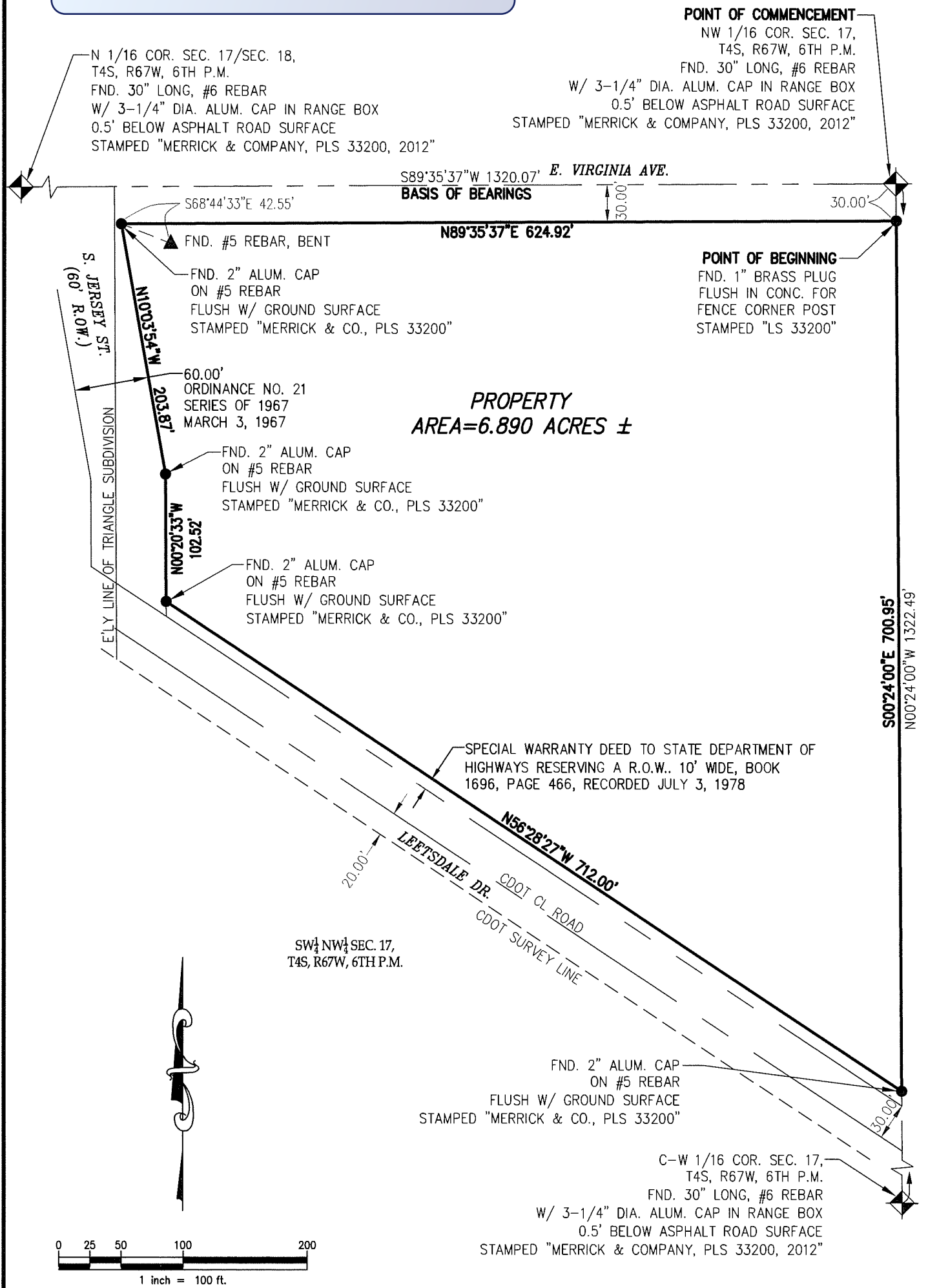
Name

Company {PLS seal, signature, and date}

Address

INFORMATION ONLY

INFORMATION ONLY



LEETSDALE SUBSTATION
 PROPERTY

INFORMATION ONLY

| | | | |
|-------------------------|----------------|------------|----------------|
| SECTION 17 | ,TOWNSHIP 4S | ,RANGE 67W | SCALE: 1"=100' |
| 6th PRINCIPAL MERIDIAN, | DENVER COUNTY, | Colorado | DRAWN BY: JBJ |
| DOCUMENT NO. DENVER | AGENT: | | DATE: 6/6/2014 |

INFORMATION ONLY

EXHIBIT B
"EASEMENT AREA"
SHEET 1 OF 2
LAND DESCRIPTION

A portion of that parcel of land shown in Plat Book 89 of the County Surveyor's Land Survey/Right-of-Way Surveys at Page 80 deposited November 2nd, 2012 at Reception No. L013588 in the City and County of Denver Surveyor's Office, being in a portion of the Southwest Quarter of the Northwest Quarter of Section 17, Township 4 South, Range 67 West of the 6th Principal Meridian, City and County of Denver, State of Colorado being more particularly described as follows:

COMMENCING at the Northwest Sixteenth Corner of said Section 17 whence the North Sixteenth Corner of said Section 17 and 18 bears S89°35'37"W a distance of 1,320.07 feet;
THENCE S66°50'26"W a distance of 640.58 feet to the **POINT OF BEGINNING**, said point being on the westerly line of said parcel of land shown in Plat Book 89 at Page 80 being 16.77 feet south of a westerly corner of said parcel of land shown in Plat Book 89 at Page 80;
THENCE N90°00'00"E a distance of 86.95 feet;
THENCE S00°00'00"E a distance of 37.01 feet;
THENCE S11°05'45"E a distance of 22.03 feet;
THENCE S00°00'00"E a distance of 32.63 feet;
THENCE N90°00'00"E a distance of 30.84 feet;
THENCE S00°00'00"E a distance of 75.00 feet;
THENCE N56°28'27"W along the southwesterly line of said parcel of land deposited in Plat Book 89 at Page 80 and at Reception No. L013588, also being the northeasterly right-of-way line of Leetsdale Drive as shown on Right of Way Plan of Proposed Federal Aid Project No. TQFCU 083-I(3) a distance of 101.41 feet;
THENCE N00°00'59"W a distance of 37.00 feet;
THENCE N90°00'00"W a distance of 37.05 feet to a point on said westerly line of that parcel of land shown in Plat Book 89 at Page 80 and at Reception No. L013588;
THENCE N00°20'33"W along said westerly line, a distance of 73.25 feet to the **POINT OF BEGINNING**.

Containing 11,401 Square Feet (0.262 Acres) more or less.

Prepared by:

Name

Company {PLS seal, signature, and date}

Address

INFORMATION ONLY

INFORMATION ONLY

N 1/16 COR. SEC. 17/SEC. 18,
 T4S, R67W, 6TH P.M. FND. #6 REBAR
 W/ 3-1/4" DIA. ALUM. CAP IN RANGE BOX
 0.5' BELOW ASPHALT ROAD SURFACE STAMPED
 "MERRICK & COMPANY, PLS 33200, 2012"

E. VIRGINIA AVE.

S89°35'37"W 1,320.07'
 BASIS OF BEARINGS

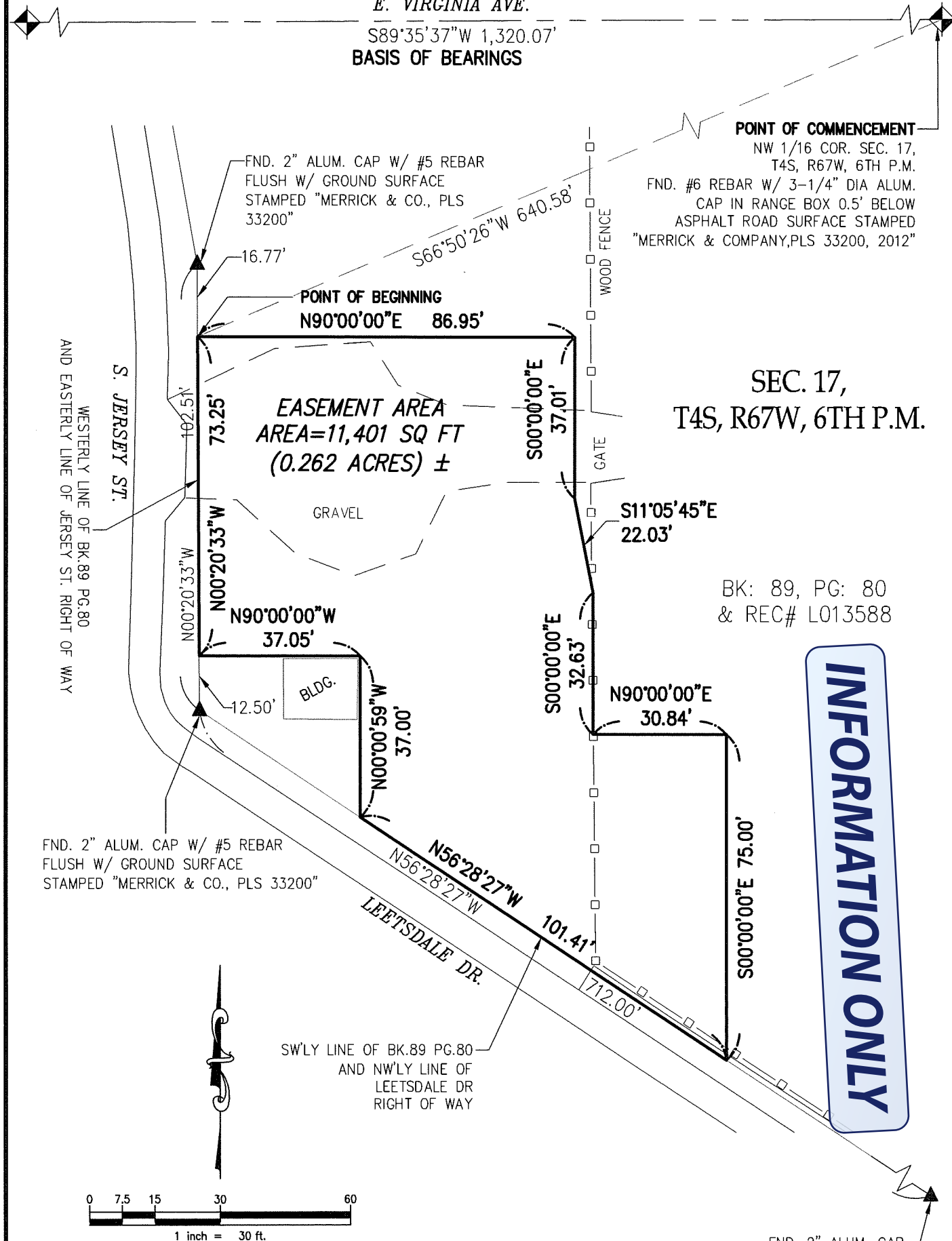
POINT OF COMMENCEMENT

NW 1/16 COR. SEC. 17,
 T4S, R67W, 6TH P.M.
 FND. #6 REBAR W/ 3-1/4" DIA. ALUM.
 CAP IN RANGE BOX 0.5' BELOW
 ASPHALT ROAD SURFACE STAMPED
 "MERRICK & COMPANY, PLS 33200, 2012"

SEC. 17,
 T4S, R67W, 6TH P.M.

BK: 89, PG: 80
 & REC# L013588

INFORMATION ONLY



FND. 2" ALUM. CAP W/ #5 REBAR
 FLUSH W/ GROUND SURFACE
 STAMPED "MERRICK & CO., PLS 33200"

FND. 2" ALUM. CAP W/ #5 REBAR
 FLUSH W/ GROUND SURFACE
 STAMPED "MERRICK & CO., PLS
 33200"

FND. 2" ALUM. CAP
 W/ #5 REBAR FLUSH WITH GROUND
 STAMPED "MERRICK & COMPANY, PLS 33200"

NOTE
 This exhibit does not represent a monumented survey.
 It is intended only to depict the attached description.

**LEETSDALE SUBSTATION
 EASEMENT AREA**



SECTION 17 ,TOWNSHIP 4S ,RANGE 67W
 6th PRINCIPAL MERIDIAN, DENVER COUNTY, Colorado
 DOCUMENT NO. DENVER AGENT:

SCALE: 1"=30'
 DRAWN BY: EM
 DATE: 6/6/2014