CITY OF ENGLEWOOD

NOTICE OF APPROVAL
OF A BILL FOR AN ORDINANCE

On the 17th day of August 2020, the City Council of the City of Englewood, Colorado, approved on first reading the following Council Bill:

BY AUTHORITY
COUNCIL BILL NO. 32
INTRODUCED BY COUNCIL MEMBER WINK

A BILL FOR AN ORDINANCE GRANTING A WATER LINE EASEMENT TO THE VALLEY SANITATION DISTRICT FOR THE SANITARY SEWER LIFT STATION LOCATED IN THE NORTH PARKING LOT OF CENTENNIAL PARK

Copies of the aforesaid council bill are available for public inspection in the office of the City Clerk, City of Englewood, Civic Center, 1000 Englewood Parkway, Englewood, Colorado 80110 or it can be found at http://www.englewoodco.gov, Government, Legal/Public Notices.

Published August 20, 2020
Official Website of the City of Englewood, Colorado
A BILL FOR

AN ORDINANCE GRANTING A WATER LINE EASEMENT TO THE VALLEY SANITATION DISTRICT FOR THE SANITARY SEWER LIFT STATION LOCATED IN THE NORTH PARKING LOT OF CENTENNIAL PARK

WHEREAS, the Valley Sanitation District ("Valley") provides sanitary sewer service to approximately 565 customers in the City of Englewood representing exactly twenty-five percent (25%) of the billing accounts for Valley;

WHEREAS, Valley owns and maintains a network of collection pipes to move wastewater to the South Platte Water Renewal Partners plant for treatment;

WHEREAS, the Englewood City Council passed Ordinance No. 8, Series of 2019, on February 4, 2019 awarding the grant of a permanent easement and temporary construction easement to the District to locate a new sewer line and lift station in the North parking lot of Centennial Park;

WHEREAS, as part of the ongoing maintenance and operation of the lift station equipment, the District has a need for a three-quarter inch (3/4") water line;

WHEREAS, the water line is necessary to provide potable water to the lift station operations for washing down equipment and floors during the repairs, maintenance and replacement of lift station equipment. All water used in these operations is disposed of via a collection system located within the lift station building.

WHEREAS, after the installation of the water line, the District shall, at its cost, restore the property to its original condition to the extent reasonably practicable;

WHEREAS, the City retains all of its rights to the undisturbed use and occupancy of the Water Line Easement area, except as necessary to accommodate the District’s lift station facility located therein;

WHEREAS, the District shall be solely responsible and at its own cost for the construction, operation, maintenance, repair and replacement, and all restoration work associated with the water line; and

WHEREAS, if the District abandons its rights under the Water Line Easement, such easement shall revert back to the City of Englewood;
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The “Grant of Water Line Easement” from the City of Englewood, Colorado to the Valley Sanitation District, attached hereto as Exhibit A, is hereby granted, accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk attest and seal the Grant of Water Line Easement Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 17th day of August, 2020.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 20th day of August, 2020.

Published as a Bill for an Ordinance on the City’s official website beginning on the 19th day of August, 2020 for thirty (30) days.

__________________________________________
Linda Olson, Mayor

ATTEST:

__________________________________________
Stephanie Carlile, City Clerk

I, Stephanie Carlile, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Bill for an Ordinance introduced, read in full, and passed on first reading on the 17th day of August, 2020.

__________________________________________
Stephanie Carlile
GRANT OF WATER LINE EASEMENT

THIS WATER LINE EASEMENT is made this 24th day of July, 2020 between the CITY OF ENGLEWOOD, (hereinafter referred to as the “City” or “Grantor”) and VALLEY SANITATION DISTRICT, (hereinafter referred to as the “District”).

WHEREAS, the District is currently constructing approximately 3,000 feet of pressure and gravity interceptor sewer pipe and a new lift station to replace the current interceptor sewer line;

WHEREAS, the Parties entered into a Permanent Easement and Temporary Construction Easement Agreement in 2019 to construct a sewer lift station and install a sanitary sewer line;

WHEREAS, the Englewood City Council passed Ordinance No. 8, Series of 2019, on February 4, 2019 awarding the grant of permanent and temporary construction easements to the District to locate the new sewer line and lift station in a portion of the southwest parking lot at Centennial Park;

WHEREAS, as part of the ongoing maintenance of the lift station equipment, the District has a need for a three-quarter inch (3/4") water line which will be located in Lot 2, Block 3, Centennial Industrial Park Subdivision, also known as Centennial Park, City of Englewood, County of Arapahoe; and

WHEREAS, the water line is necessary to provide potable water to the lift station operations for washing down equipment and floor during repairs, maintenance and replacement of lift station equipment. All water used in these operations is disposed of via a collection system located within the lift station building.

NOW THEREFORE, the City hereby, without warranty of its title or interest whatsoever, grants the District a water line easement over and across that portion of City property described on Exhibit A as attached hereto, upon the following conditions.

1. **Grant of Easement.** Subject to the terms and conditions set forth in this Agreement, Grantor does hereby grant and convey unto the District, its successors and assigns the following Easement:

   (a) An Easement as set forth in Exhibit A, as attached hereto, for the purpose of constructing, installing, operating, maintaining, repairing and replacing a three-quarter inch (3/4") water service line to the District’s lift station.

2. **Location of Water Line.** The water line shall be located underground within the Easement area, as set forth in Exhibit A, together with any and all surface appurtenances necessary for the operation of the water line. In the event that the City is required, or it is necessary for the water line to be moved, the cost of such relocation shall be borne by the District.

3. **Existing Improvements.** Grantor and District recognize that over time, Grantor, or Grantor’s predecessors, have installed improvements including, without limitation, trees, sod, shrubs, flowers, and parking improvements within the Easement area, as set forth in Exhibit A. After installation of the water line, and any subsequent repair, alteration, inspection or other work performed on the water line, pursuant to this Agreement, the District shall leave the Grantor’s property, and the easement area, and all portions thereof, in a clean, sightly, and safe condition, with all rubbish and debris removed therefrom and shall repair and/or restore Grantor’s property, to the extent reasonably practicable.
4. **Notice of Work.** Except in the case of emergencies, the District will, during the life of the Easement herein granted, provide the Grantor reasonable advance notice before the District commences any substantial matter. In the event of an emergency, the District shall provide the Grantor notice of such activity as soon as it is reasonably practicable.

5. **Reservation of Rights.** Grantor retains the right to the undisturbed use and occupancy of the Easement Area is so far as such use and occupancy is consistent with, and does not impair, the operation, maintenance, and security of the District’s facilities located within the Easement Area.

6. **Maintenance of Surface.** Grantor, at Grantor’s sole expense shall solely be responsible for the maintenance of the surface of the Easement Area, including any public street surfacing, curbs, gutters and permitted landscaping within the Easement Area.

7. **Abandonment.** In the case the District shall abandon its rights herein granted, either in whole or in part, all right, title and interest of the District hereunder shall cease and terminate and shall revert back to the Grantor, or the then owner of the real property burdened by the Easement or the portion therein abandoned, as the case may be, and shall hold the abandoned Easement Area as the same may then be, free from any right, title or claim of the District, but nothing herein contained shall be construed as causing a forfeiture or abandonment of any interest hereunder not owned by the District at the time of such abandonment.

8. **District Maintenance Responsibilities.** All water line construction, operation, maintenance, repair and replacement and all restoration work shall performed at the District’s sole cost and expense; in a good workman-like manner; and in accordance with all applicable legal requirements.

9. **Subjacent and Lateral Support.** The District shall have and exercise the right of subjacent and lateral support, to whatever extent is reasonably necessary, for the full, complete and unmolested enjoyment of the District’s rights herein granted. Grantor shall take no action which would impair the earth overburden or subjacent or lateral support of the water line; provided, however, that upon obtaining the specific written permission of the District, the earth overburden of the water line may be modified, but it is understood that normally will not be granted for a modification involving a cover of less than 4.5 feet, nor greater than 15 feet, measured vertically from the top of the water line.

8. **Entire Agreement.** Unless special provisions are attached hereto, 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 hereof, to the extent that any such provisions added hereto conflict with any other provision hereof, such special provision shall control.

9. **Miscellaneous.** All provisions of this Agreement, including all benefits, shall run with the land and be binding upon, and inure, to the benefit to the successors and assigns of the Parties hereto, subject to the provisions hereof.

10. **Assignment.** Subject to the provisions of Paragraph 9 above, the Easement Area nor this Agreement shall be assigned by either Party without the prior written consent of the other Party. Any purported assignment without the prior written consent shall be deemed null and void.

11. **Severability.** The invalidity of any one provision of this Agreement will not affect the validity or binding effect of the remaining provisions.
12. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Colorado. Any actions shall be filed in the District Courts of Arapahoe County.

13. **Indemnification.** The District, to the extent authorized by law and subject to all of the limitations, defenses, immunities and other protections afforded the District under the Colorado Governmental Immunity Act, 24-10-101 et seq. C.R.S., shall indemnify, save and hold harmless the Grantor against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees incurred as a result of any negligent or wrongful act or omission of the District, its employees, agents and subcontractors pursuant to the terms of this Agreement.

Such indemnification shall be for all spill, leaks, subsidence of the Easement Area, or any other water line event impacting private or public property, wherein the origin of the event is due to the District’s water line which is the subject of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Water Line Easement Agreement, as of the day and year first above written.

**GRANTOR:**
CITY OF ENGLEWOOD, a Colorado Municipal Corporation

By: ____________________________

Name: __________________________

Title: __________________________

Attest: __________________________

**ACKNOWLEDGEMENT**

STATE OF COLORADO )
 ) ss.
COUNTY OF ARAPAHOE )

The above and foregoing instrument was acknowledged before me this _____ day of __________________________, 2020, by ____________________________ as ________________ of the City of Englewood, Colorado.

Witness my hand and official seal.

My Commission expires: ____________________________

_____________________________________
Notary Public
DISTRICT:
VALLEY SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Chairman
Name: Phyllis Gooden

ACKNOWLEDGEMENT

STATE OF COLORADO )
COUNTY OF ARAPAHOE ) ss.

The foregoing instrument was acknowledged before me this 8th day of July 2020, by Bridget Butterfield, by Phyllis Gooden as Chairman of the Valley Sanitation District.

WITNESS my hand and official seal.

My Commission Expires: May 10, 2023

Notary Public

BRIDGET BUTTERFIELD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194017937
MY COMMISSION EXPIRES MAY 10, 2023
EXHIBIT "A"

CENTENNIAL TRADE CENTER

NW COR. LOT 3

S20°26'50"W 175.02'  
NEW LINE OF LOT 3  BASIS OF BEARING

SW COR. LOT 3

S36°02'36"E  
61.60'(TIE)

POINT OF BEGINNING

PERMANENT EASEMENT

AREA=758 S.F.±  
OR 0.017 ACRES±

LOT 2
BLOCK 1

LOT 3
BLOCK 1

LOT 3
BLOCK 2

S. FEDERAL BLVD.  (R.O.W. VARIES)

S. DECATOR ST.  (R.O.W. VARIES)

NE1/4 SEC. 8
T55, R68W, 6TH P.M.

CENTENNIAL  
INDUSTRIAL PARK

OWNER:
CITY OF ENGLEWOOD

AIL: 2077-08-1-03-009

LINE TABLE

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1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
2.) 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

Precision Survey & Mapping, Inc.
9025 E. Kenyon Ave, Suite 105, Denver, CO 80237
Tel: (303) 765-6769

DRM. BY: J.L.  
CHECKED BY: C.J.  
FILE: R13980  
DATE: 08/28/20  
SHEET: 1 OF 2  
SCALE: 1" = 100'
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF VACATED WEST TUFTS AVENUE, CENTENNIAL INDUSTRIAL PARK SUBDIVISION, FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTHWESTERLY LINE OF LOT 3, BLOCK 3 OF SAID PLAT, ASSUMED TO BEAR S20°26'50"W A DISTANCE OF 175.02 FEET;

BEGINNING AT A POINT WHICH BEARS S36°02'36"E A DISTANCE OF 61.60 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 3;

THENCE N90°00'00"E A DISTANCE OF 40.06 FEET; THENCE S12°15'17"W A DISTANCE OF 20.47 FEET; THENCE N90°00'00"W A DISTANCE OF 35.74 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH DECATUR STREET; THENCE N00°04'21"E ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

WHENCE THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 3 BEARS N06°38'30"E A DISTANCE OF 215.25 FEET;

SAID PARCEL CONTAINS 758 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

CHRISTOPHER P. JULIAN
C.P.S. No. 31158

DATE: 05/28/20

SHEET: 2 OF 2

PERMANENT EASEMENT