

## INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made and entered into this 24 day of October, 2016, by and between Jamison Street Partners, LLC, a Colorado limited liability company ("Jamison Street") and the City of Littleton, a municipal corporation of the State of Colorado ("City").

### Recitals

**WHEREAS**, Jamison Street is requesting that Southbridge Terraces Homeowners' Association, Inc. ("HOA") grant to City a permanent sanitary sewer easement ("Sewer Easement") for a sewer line to be constructed in, through, over, under, and across the real property as more particularly described and depicted on Exhibit A (consisting of two pages), which is attached hereto and incorporated herein by this reference ("HOA Property"); and

**WHEREAS**, the Sewer Easement grants to the City certain easement rights to operate, maintain, repair and replace a sewer line needed to serve real property that is being developed by Jamison Street, which property is legally described on Exhibit B (consisting of two pages), which is attached hereto and incorporated herein by this reference ("Jamison Street Property"); and

**WHEREAS**, the Sewer Easement places certain obligations and responsibilities on City as the Grantee to restore, repair and replace any damage or disturbance to the HOA Property as the result of the City's exercise of its rights under the Sewer Easement; and

**WHEREAS**, Jamison Street is entering into this Agreement to assume all of the liability of the City as Grantee under the Sewer Easement and to indemnify the City from any such liability; and

**WHEREAS**, Jamison Street acknowledges that this Agreement is necessary to induce the City to accept the Sewer Easement.

**NOW, THEREFORE**, without payment of monetary consideration, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, Jamison Street hereby agrees as follows:

1. **Assumption and Indemnity.** By executing this Agreement, Jamison Street hereby assumes any and all liabilities, obligations and responsibilities of City as "Grantee" under the Sewer Easement and specifically agrees to reimburse City, within 30 days of demand, for all costs and expenses related to City's restoration obligations under the Sewer Easement and further agrees to indemnify, defend and hold harmless City and its officers, employees and agents from and against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including without limitation reasonable attorneys' fees) that may arise or be asserted against the City as the result of the City's exercise of its rights and obligations under the Sewer Easement.

2. **Notice of Transfer.** At least twenty (20) days before Jamison Street transfers or conveys the Jamison Street Property to any third-party, Jamison Street shall provide the City

Manager and City Public Works Director with written notice of the proposed transfer, together with a copy of the proposed property deed as well as the Grantee's contact information, including name, address, telephone number and email address. The property deed used to convey the Jamison Street Property to a third-party shall expressly state that the Grantee, on its behalf as successor owner of the Jamison Street Property for so long as it is the owner of same and, thereafter, on behalf of the successor owners of such property unless and until a homeowner's association is created with respect to all or any portion of such property and then such homeowner's association, assumes and agrees to perform all of Jamison Street's obligations under this Agreement.

3. **Reliance; Successors and Assigns.** It is acknowledged and understood that City is relying on this Agreement in accepting the Sewer Easement Agreement from HOA. All provisions of this Agreement, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions hereof. A copy of this Agreement shall be recorded in the official records of the Clerk and Recorder, Arapahoe County, Colorado.

4. **Amendments; No Waiver.** No provision or term of this Agreement may be amended, modified, revoked, supplemented or otherwise changed except by a written instrument duly executed by the parties hereto and no right, remedy or required performance shall be deemed waived, except pursuant to a written instrument duly executed by the party waiving same.

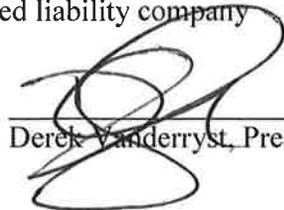
5. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and appointed officials, employees, contractors, or agents or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes

6. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

**IN WITNESS WHEREOF**, the parties have executed this Indemnity Agreement to be effective as of the date and year set forth above.

**Jamison Street Partners, LLC**, a Colorado  
limited liability company

By: \_\_\_\_\_



Derek Vanderryst, President

STATE OF COLORADO )

COUNTY OF Arapahoe )

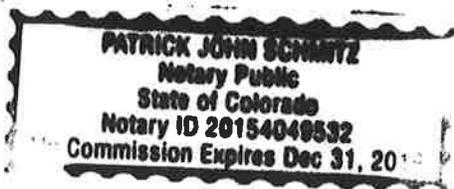
)  
)  
)

ss.

The foregoing instrument was acknowledged before me this 26 day of October, 2016, by Derek Vanderryst as President of Jamison Street Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 12/31/19



[Signature]  
Notary Public

City of Littleton, a municipal corporation of the State of Colorado

By: \_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Littleton, a municipal corporation of the State of Colorado.

Witness my hand and official seal.

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

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

## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land in the Northwest One-Quarter of Section 34, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, being a part of Block 2 Common Area, First Replat of Southbridge Filing No. 8 (recorded under Reception No. 94-068994), said parcel being more particularly described as follows:

**Basis of Bearings:** Bearings are based upon the East Line of the Northwest One-Quarter of Section 34, said to bear North 00°00'27" East, a distance of 2645.23 Feet between the monuments listed below:

Center Corner of Section 34 - monumented by a 0.75-Inch diameter metal axle, 0.5 Foot down in a range box with an asphalt covered lid at the intersection of South Broadway and Mineral Avenue;

North One-Quarter Corner of Section 34 - monumented by a 3.25-Inch aluminum cap, 0.7 Foot down in a range box with "WATER" on the lid at the intersection of South Broadway and Dry Creek Road, stamped "JF SATO ASSOC, \_\_ R68W, 1/4. S27, -\*-, S34, 200 \_\_, \_\_ 35585";

**Commencing** at said Center Corner of Section 34;

Thence North 21°55'16" West, a distance of 1499.91 Feet to a corner of said First Replat of Southbridge Filing No. 8, also being the Northeast Corner of a parcel of land described by Deed recorded in Book 4273 at Page 272, also being the **Point of Beginning**;

Thence South 89°50'03" West along the South line of said First Replat of Southbridge Filing No. 8, also being the North line of said parcel of land recorded in Book 4273 at Page 272, a distance of 26.61 Feet;

Thence North 19°50'15" East, a distance of 22.40 Feet to the Southerly Right-of-Way line of West Jamison Circle;

Thence South 70°09'45" East along said Southerly Right-of-Way line of West Jamison Circle, a distance of 25.00 Feet;

Thence South 19°50'15" West, a distance of 13.30 Feet to the **Point of Beginning**;

The above described parcel description contains 446 Square Feet (0.010 Acres) more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of  
CWC Consulting Group Inc.  
210 Front Street  
Castle Rock, Colorado 80104  
Phone: (303) 980-9104

NORTH ONE-QUARTER CORNER OF SECTION 34  
 3.25" ALUMINUM CAP, 0.7' DOWN IN A RANGE  
 BOX WITH "WATER" ON THE LID, STAMPED "JF  
 SATO ASSOC, \_\_\_ R68W, 1/4. S27,  
 -\*-, S34, 200\_, \_\_\_ 35585"

**WEST JAMISON CIRCLE**  
 (50' PUBLIC R.O.W.)

SOUTHERLY RIGHT-OF-WAY  
 LINE OF WEST JAMISON CIRCLE

BLOCK 2 COMMON AREA  
 FIRST REPLAT OF  
 SOUTHBRIDGE FILING NO. 8  
 (RECP. NO. 94-68994)

SOUTH LINE OF  
 FIRST REPLAT OF  
 SOUTHBRIDGE FILING NO. 8

NORTH LINE OF  
 BOOK 4273, PAGE 272

**NE 1/4**  
**SECTION 34**

BOOK 4273, PAGE 272

S89°50'03"W 26.61'

POINT OF BEGINNING  
 NORTHEAST CORNER  
 BOOK 4273, PAGE 272

S70°09'45"E 25.00'

N19°50'15"E 22.40'

S19°50'15"W  
 13.30'

EAST LINE OF THE NORTHWEST  
 ONE-QUARTER OF SECTION 34  
 N00°00'27"E 2645.23'

**BASIS OF BEARINGS**

N21°55'16"W 1499.91' (TIE)

POINT OF COMMENCEMENT  
CENTER CORNER OF SECTION 34  
 0.75" Ø METAL AXLE, 0.5' DOWN IN A  
 RANGE BOX WITH ASPHALT COVERED LID




**CWC CONSULTING GROUP**  
 CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES

210 FRONT STREET  
 CASTLE ROCK, COLORADO 80104  
 TELEPHONE: 303-395-2700  
 FAX 303-395-2701

**Exhibit A**  
**25' LITTLETON UTILITY**  
**EASEMENT**

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

DRAFTED: SLG3	CHECKED: EDC
DATE: 10/20/2016	JOB NO. CWC#120-00088
PAGE: 2 OF 2	SCALE: 1"=10'

PREPARED FOR:  
**WESTSIDE INVESTMENT**  
**PARTNERS, INC.**

EXHIBIT B

101 West Jamison Avenue in the City of Littleton, Colorado legally described as follows:

A parcel of land situated in the NW 1/4 of Section 34, Township 5 South, Range 68 West of the 6th P.M., Arapahoe County, Colorado, being more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence north 1030.9 feet along the east line of said quarter section; thence west 560.0 feet parallel to the south line of said quarter section to the point of beginning; thence continuing west 361.5 feet parallel to the south line of said quarter section; thence north 361.5 feet parallel to the east line of said quarter section; thence east 361.5 feet parallel to the south line of said quarter section; thence south 361.5 feet parallel to the east line of said quarter section to the point of beginning.

Also known as Parcel No. 2077-34-2-00-002, and 101 West Jamison Avenue, Littleton, Colorado.