

When recorded return to:

Lowry Environmental Protection/Cleanup Trust Fund  
c/o JDS Professional Group  
10303 E. Dry Creek Road, Suite 400  
Englewood, CO 80112

*Consideration less than \$50.00, no doc. fee*

**EASEMENT AGREEMENT**  
**(New WTP Line)**

THIS EASEMENT AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado ("Grantor") and the LOWRY ENVIRONMENTAL PROTECTION/CLEANUP TRUST FUND, a duly organized trust under the laws of Colorado ("Grantee").

WHEREAS, Grantor is the owner in fee simple of a parcel of real property generally described as the W1/2 and the W1/2 of the E1/2 of Section 6, Township 5 South, Range 65 West of the 6th P.M., and all of Section 31, Township 4 South, Range 65 West of the 6th P.M., County of Arapahoe, State of Colorado; exclusive of those portions that have been reserved or conveyed to others as a matter of record, and all exceptions shown of record in the real property records of Arapahoe County, Colorado (hereinafter "Property"); and

WHEREAS, Grantee desires and Grantor is willing to grant to Grantee an easement across the Property for the purposes of installing, operating, and maintaining one or more pipelines and appurtenances for the transmission of treated water from a waste water treatment plant operated by Grantee.

NOW THEREFORE, for and in consideration of the above recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, in perpetuity, a permanent nonexclusive easement for the purpose of constructing, laying, installing, accessing, inspecting, operating, maintaining, repairing, replacing, and removing one or more treated water pipelines and all necessary underground, surface, and above-ground facilities and appurtenances thereto necessary for the transmission of treated water (collectively the

“Facilities”) on, under, over, and across the Property, said easement being more particularly described and illustrated on Exhibit A attached hereto (“Easement”), together with:

(a) the right of ingress to and egress from the Facilities on, under, over, and across the Easement;

(b) a Temporary Construction Easement on, over, and across a strip of land twenty feet (20’) in width adjacent to, and north and west of, the Easement as illustrated in Exhibit A attached hereto, for the purpose of surveying, delivering and stockpiling construction materials and equipment, and any other activity reasonably necessary for the initial construction of the Facilities within the Easement, said Temporary Construction Easement to terminate six (6) months after commencement of the initial construction of the Facilities within the Easement or twenty four (24) months after the execution of this Easement Agreement, whichever is earlier; and

(c) all the rights and privileges necessary or convenient for the full enjoyment of the above-mentioned purposes.

The Easement and Temporary Construction Easement granted herein shall be subject to the following conditions:

1. Grantee shall exercise the rights herein granted to it with due care, and all work within the Easement and the Temporary Construction Easement shall be performed in a professional workmanlike manner by qualified personnel. Grantee shall locate and protect all underground and above-ground utility lines and appurtenances prior to any work within the Easement and the Temporary Construction Easement. Grantee shall complete all activities within the Easement and Temporary Construction Easement as promptly as reasonably practicable.

2. Grantee shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement of the Facilities to ensure that the Facilities are, at all times, in good repair; and shall maintain the surface of the Easement and the Temporary Construction Easement in good repair and in a clean and presentable condition during construction of the Facilities and any subsequent activities.

3. Grantee shall comply with the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements and covenants; and shall obtain all federal, state and local permits necessary for the Facilities and comply with said permits.

4. Grantee shall, upon completion of any activity within the Easement or the Temporary Construction Easement, promptly clear the area of construction debris and restore the disturbed areas to their previous condition (*e.g.*, contours, vegetation) as near as may be reasonable. In the event the clearing and restoration work required hereunder is not completed within a reasonable period of time, Grantor may complete the work at the sole expense of Grantee. Additionally, all tools, equipment, and other property (other than the Facilities) brought to the Easement and Temporary Construction Easement by Grantee and/or its contractors or agents shall be removed within five (5) days after substantial completion of any work performed within the Easement or the Temporary Construction Easement, and in the event Grantee shall fail to remove such tools, equipment, or other property within the time specified, Grantor shall give Grantee notice that it intends itself to remove such tools, equipment, and other property, and may do so if Grantee has not recovered the same within five (5) days after notice. Grantee shall reimburse Grantor for any net costs incurred by Grantor to remove such tools, equipment, and other property.

5. Grantee shall not suffer or permit any mechanic's lien, or other lien, to be filed against the Property, or any part thereof, by reason of work, labor, services, or materials supplied, or claimed to have been supplied, to Grantee and/or its contractors or agents, or anyone claiming under Grantee and/or its contractors or agents. If any such mechanic's lien, or other lien, shall at any time be filed against the Property, Grantee shall cause the same to be discharged of record within thirty (30) days of the date that Grantee receives notice of the same, and if Grantee shall fail to discharge such lien within such period, then Grantor may at its option discharge the same by paying the amount claimed to be due without inquiry into the validity of the same and Grantee shall thereupon reimburse Grantor for any payments so made, together with any costs incurred in such discharge, including reasonable attorney's fees.

6. In the event Grantee abandons the Easement, all right, title, and interest of Grantee hereunder shall cease and terminate; provided, however, Grantee shall within six (6) months after notice from Grantor of such abandonment remove the Facilities and all of Grantee's other improvements, fixtures, and property from the abandoned area and restore the Easement as specified hereunder. Notwithstanding Grantee's abandonment of the Easement, Grantee's obligations regarding mechanic's and other liens' shall survive such abandonment.

7. Except as provided in paragraph 8 herein, Grantor reserves the right and privilege to use the Easement and the Temporary Construction Easement for all other purposes other than those uses that might interfere with or be inconsistent with the



If to Grantee:                      Lowry Environmental Protection/Cleanup  
Trust Fund  
c/o FAY CPA  
10303 E. Dry Creek Road, Suite 400  
Englewood, CO 80112

12.    This Agreement embodies the entire agreement between Grantor and Grantee relating to the subject matter hereof. The parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Changes to any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by all parties.

13.    The Easement, the Temporary Construction Easement, and this Agreement shall attach to and run with title to the Property and shall be binding upon Grantor and its successors and assigns and any other persons or entities which hereafter acquire an ownership or leasehold interest in all or a portion of the Property in the future.

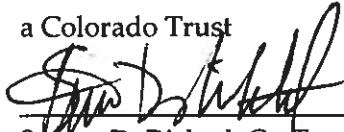
14.    By executing this Agreement as provided below, Grantee, for itself and its successors and assigns, does hereby covenant and agree to accept the conditions of the Easement and Temporary Construction Easement granted herein and to abide by them.

**[Signature pages follow]**



IN WITNESS WHEREOF, by signing in the space below, and by accepting tender of this Agreement, Grantee acknowledges and recognizes the conditions hereof and agrees to abide by them.

LOWRY ENVIRONMENTAL PROTECTION/CLEANUP TRUST FUND,  
a Colorado Trust

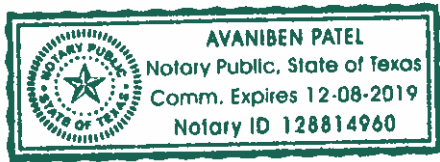
  
\_\_\_\_\_  
Steven D. Richtel, Co-Trustee

  
\_\_\_\_\_  
Brendan J. Hanlon, Co-Trustee

STATE OF TEXAS )  
 ) ss.  
County of COLLIN )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of SEPT, 2018, by Steven D. Richtel, Co-Trustee of the Lowry Environmental Protection/Cleanup Trust Fund, a Colorado Trust.

My commission expires: 12-08-2019




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

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

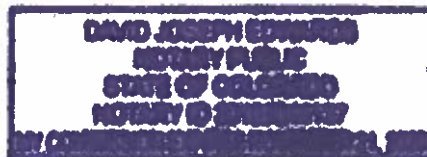
The foregoing instrument was acknowledged before me this 29 day of Nov, 2018, by Brendan J. Hanlon, Co-Trustee of the Lowry Environmental Protection/Cleanup Trust Fund, a Colorado Trust.

My commission expires: 11/21/20

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

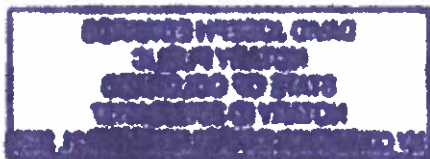
Attachment:

Exhibit A – Description of Easement



# EXHIBIT A

## Legal Description of Existing Potable and WTP Pipelines





**EXHIBIT A-1  
LEGAL DESCRIPTION  
(EXISTING LINES)**

A 40.00 FOOT WIDE STRIP OF LAND OVER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 6, FROM WHICH THE NORTHERLY LINE OF SAID NORTHWEST QUARTER BEARS NORTH 89°41'50" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID NORTHERLY LINE;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, SOUTH 00°00'22" WEST, A DISTANCE OF 165.35 FEET;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 89°59'38" EAST, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF SOUTH GUN CLUB ROAD, BEING AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY, PER THE INSTRUMENTS RECORDED IN BOOK 246 AT PAGE 520, IN BOOK 262 AT PAGE 59 AND IN BOOK 462 AT PAGE 45, ALL IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF ARAPAHOE, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY, NORTH 89°25'05" EAST, A DISTANCE OF 203.94 FEET;

THENCE NORTH 00°09'55" EAST, A DISTANCE OF 194.52 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST HAMPDEN AVENUE, BEING A 60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY, PER THE INSTRUMENT RECORDED IN BOOK 2 AT PAGE 194, IN SAID OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°41'50" EAST, A DISTANCE OF 48.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH 65°54'27" WEST, A DISTANCE OF 8.77 FEET;

THENCE SOUTH 00°09'55" WEST, A DISTANCE OF 230.79 FEET;

THENCE SOUTH 89°25'05" WEST, A DISTANCE OF 243.84 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID SOUTH GUN CLUB ROAD;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°00'22" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 17,547 SQUARE FEET OR 0.403 ACRES, MORE OR LESS.

AS SHOWN ON THE EXHIBIT ATTACHED HERETO, MADE A PART HEREOF.

JESUS A. LUGO, PLS 38081  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC  
6551 SO. REVERE PARKWAY, SUITE 165  
CENTENNIAL, CO 80111

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

SE 1/4  
SEC. 36  
T4S, R66W,  
6TH P.M.

Northwest corner of Section 6  
Found 3 1/4" aluminum cap stamped  
"COLO DEPT OF TRANSPORTATION PLS  
NO 26294 2003" in monument box &  
**Point of Commencement**

North 1/4 corner of Section 6  
Found 2 1/2" brass cap  
stamped "LS 9652 1988"

Northerly Right-of-Way  
of East Hampden Avenue

N89°41'50"E  
Northerly line of the  
NW 1/4 Section 6

2621.23'  
(Basis of Bearings)

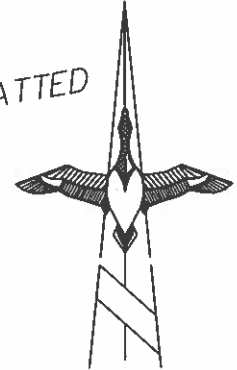
E-470  
TOLLWAY  
(REC. NO.  
A6001152)

**EAST  
HAMPDEN  
AVENUE**  
(60' PUBLIC R.O.W.,  
BK. 2, PG. 194)

Existing 2"  
treated water  
pipeline & 2"  
potable water  
pipeline

Southerly Right-of-Way of  
East Hampden Avenue

UNPLATTED



**Point of Beginning**

N89°25'05"E 203.94'

S89°25'05"W 243.84'

Contains  
17,547 Sq. Ft. or  
0.403 Acres±

APN:  
2071-00-0-00-150

**SOUTH GUN CLUB ROAD**

(a/k/a State Highway 30)  
(80' PUBLIC R.O.W., BK. 246, PG. 520,  
BK. 262, PG. 59 & BK. 462, PG. 45)

UNPLATTED

NW 1/4 SECTION 6  
T5S, R65W, 6TH P.M.

East 1/4 corner of Section 1  
Found 3 1/4" aluminum cap stamped  
"COLO DEPT OF TRANSPORTATION PLS  
26294 2003" in monument box

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°59'38"E	30.00'
L2	N89°41'50"E	48.00'
L3	S65°54'27"W	8.77'
L4	N00°00'22"E	40.00'

GRAPHIC SCALE



FEET

Scale: 1" = 80'

NOTE:  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND  
SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO  
DEPICT THE ATTACHED PROPERTY DESCRIPTION.

Job Saved On: 9-07-18 At: 10:06am As: M:\Projects\2018 Projects\18002-LOWRY TRUST SITE EASMENTS By: KSchlichting  
 APN: 2073-01-1-00-006  
 General Warranty Deed Book 7788, Page 6  
 Westerly Right-of-Way of South Gun Club Road  
 Westerly line of the NW 1/4 of Section 6  
 Easterly Right-of-Way of South Gun Club Road  
 APN: 2071-00-0-00-150

**ALTURA**

SHEET 2 OF 2

JOB NO. 18002

DATE: 05/14/18

SCALE: 1" = 80'

**EXHIBIT A-2  
LEGAL DESCRIPTION  
(EXISTING LINES)**

A STRIP OF LAND OVER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 31, FROM WHICH THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER BEARS NORTH 89°41'50" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID SOUTHERLY LINE;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°41'50" EAST, A DISTANCE OF 234.64 FEET;  
THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 00°18'10" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST HAMPDEN AVENUE, BEING A 60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY PER THE INSTRUMENT RECORDED IN BOOK 2 AT PAGE 194 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF ARAPAHOE, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE NORTH 00°09'55" EAST, A DISTANCE OF 22.30 FEET;  
THENCE NORTH 44°58'11" EAST, A DISTANCE OF 190.24 FEET;  
THENCE NORTH 89°57'23" EAST, A DISTANCE OF 631.14 FEET;  
THENCE NORTH 44°58'09" EAST, A DISTANCE OF 116.51 FEET;  
THENCE SOUTH 88°07'09" EAST, A DISTANCE OF 388.07 FEET;  
THENCE NORTH 55°15'23" EAST, A DISTANCE OF 300.86 FEET;  
THENCE SOUTH 74°36'32" EAST, A DISTANCE OF 95.78 FEET;  
THENCE SOUTH 20°16'35" WEST, A DISTANCE OF 228.92 FEET;  
THENCE NORTH 89°58'10" EAST, A DISTANCE OF 218.94 FEET;  
THENCE NORTH 44°54'42" EAST, A DISTANCE OF 84.51 FEET;  
THENCE NORTH 15°00'30" EAST, A DISTANCE OF 34.84 FEET;  
THENCE SOUTH 74°59'30" EAST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 15°00'30" WEST, A DISTANCE OF 42.85 FEET;  
THENCE SOUTH 44°54'42" WEST, A DISTANCE OF 104.96 FEET;  
THENCE SOUTH 89°58'10" WEST, A DISTANCE OF 274.47 FEET;  
THENCE NORTH 20°16'35" EAST, A DISTANCE OF 239.34 FEET;  
THENCE NORTH 74°36'32" WEST, A DISTANCE OF 36.05 FEET;  
THENCE SOUTH 55°15'23" WEST, A DISTANCE OF 308.42 FEET;  
THENCE NORTH 88°07'09" WEST, A DISTANCE OF 397.65 FEET;  
THENCE SOUTH 44°58'09" WEST, A DISTANCE OF 102.23 FEET;  
THENCE SOUTH 89°57'23" WEST, A DISTANCE OF 631.14 FEET;  
THENCE SOUTH 44°58'11" WEST, A DISTANCE OF 165.45 FEET;  
THENCE SOUTH 00°09'55" WEST, A DISTANCE OF 9.69 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID EAST HAMPDEN AVENUE;  
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 89°41'50" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 76,340 SQUARE FEET OR 1.753 ACRES, MORE OR LESS.

AS SHOWN ON THE EXHIBIT ATTACHED HERETO, MADE A PART HEREOF.

JESUS A. LUGO, PLS 38081  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC  
6551 SO. REVERE PARKWAY, SUITE 165  
CENTENNIAL, CO 80111



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

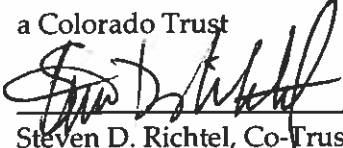
By \_\_\_\_\_

By \_\_\_\_\_



IN WITNESS WHEREOF, by signing in the space below, and by accepting tender of this Agreement, Grantee acknowledges and recognizes the conditions hereof and agrees to abide by them.

LOWRY ENVIRONMENTAL PROTECTION/CLEANUP TRUST FUND,  
a Colorado Trust

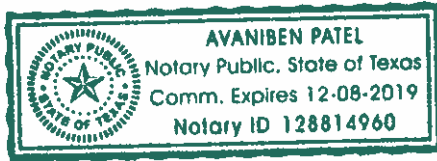
  
\_\_\_\_\_  
Steven D. Richtel, Co-Trustee


  
\_\_\_\_\_  
Brendan J. Hanlon, Co-Trustee

STATE OF TEXAS )  
 ) ss.  
County of COLLIN )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of SEPT 2018, by Steven D. Richtel, Co-Trustee of the Lowry Environmental Protection/Cleanup Trust Fund, a Colorado Trust.

My commission expires: 12-08-2019




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

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this 29 day of Nov 2018, by Brendan J. Hanlon, Co-Trustee of the Lowry Environmental Protection/Cleanup Trust Fund, a Colorado Trust.

My commission expires: 11/21/20

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

Attachment:

Exhibit A – Description of Easement

