

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
(Existing Potable and WTP Pipelines)

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 has installed, operated, and maintained a 2" treated water pipeline and 2" potable water pipeline ("Existing Waterlines") across the Property but has never memorialized the location of the Existing Waterlines or the easement necessary to continue the Trust's operation and maintenance of the Existing Waterlines; and

WHEREAS, the approximate location of the Existing Waterlines is shown on **Exhibit A** attached hereto; and

WHEREAS, Grantor and Grantee both desire to memorialize an easement across the Property for the purposes of operating and maintaining the Existing Pipelines and their appurtenances.

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 formally 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 the Existing Pipelines and all necessary underground, surface, and above-ground facilities and appurtenances thereto (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; and

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

The 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 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. Grantee shall complete all activities within the 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 in good repair and in a clean and presentable condition.

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, 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 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, 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 for all other purposes other than those uses that might interfere with or be inconsistent with the purposes and uses granted to Grantee herein. Grantor specifically reserves the right to cross and the right to allow others to cross the Easement with roads, utilities, and appurtenances in a manner that does not interfere with the purposes and uses granted to Grantee herein provided that utilities or lines crossing the Easement must cross at approximately right angles

8. Grantor specifically agrees that, within and during the term of the Easement and unless otherwise agreed to in writing by Grantee, Grantor shall not

substantially diminish the ground cover by any more than six (6) inches and shall not substantially add to the ground cover by any more than eighteen (18) inches.

9. Grantor agrees that Grantee shall have the right of subjacent and lateral support within the Easement to whatever extent is necessary for the full, complete and undisturbed enjoyment of the rights of Grantee hereunder.

10. The Easement is granted subject to all outstanding leases and other outstanding superior rights including, but not limited to, rights of way and easements, and the right of Grantor to renew such leases and other outstanding rights and to extend the term thereof, and is made without covenant of warranty or for quiet enjoyment.

11. Notices required hereunder shall be in writing and personally delivered or mailed to the parties at the following addresses:

If to Grantor: City and County of Denver
Department of Finance – Real Estate Division
201 West Colfax Avenue
Denver, CO 80202
Attention: Director of Real Estate

With a copy to: City and County of Denver
City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, CO 80202
Attention: Director of Municipal Operations

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 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 granted herein and to abide by them.

[Signature pages follow]

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.

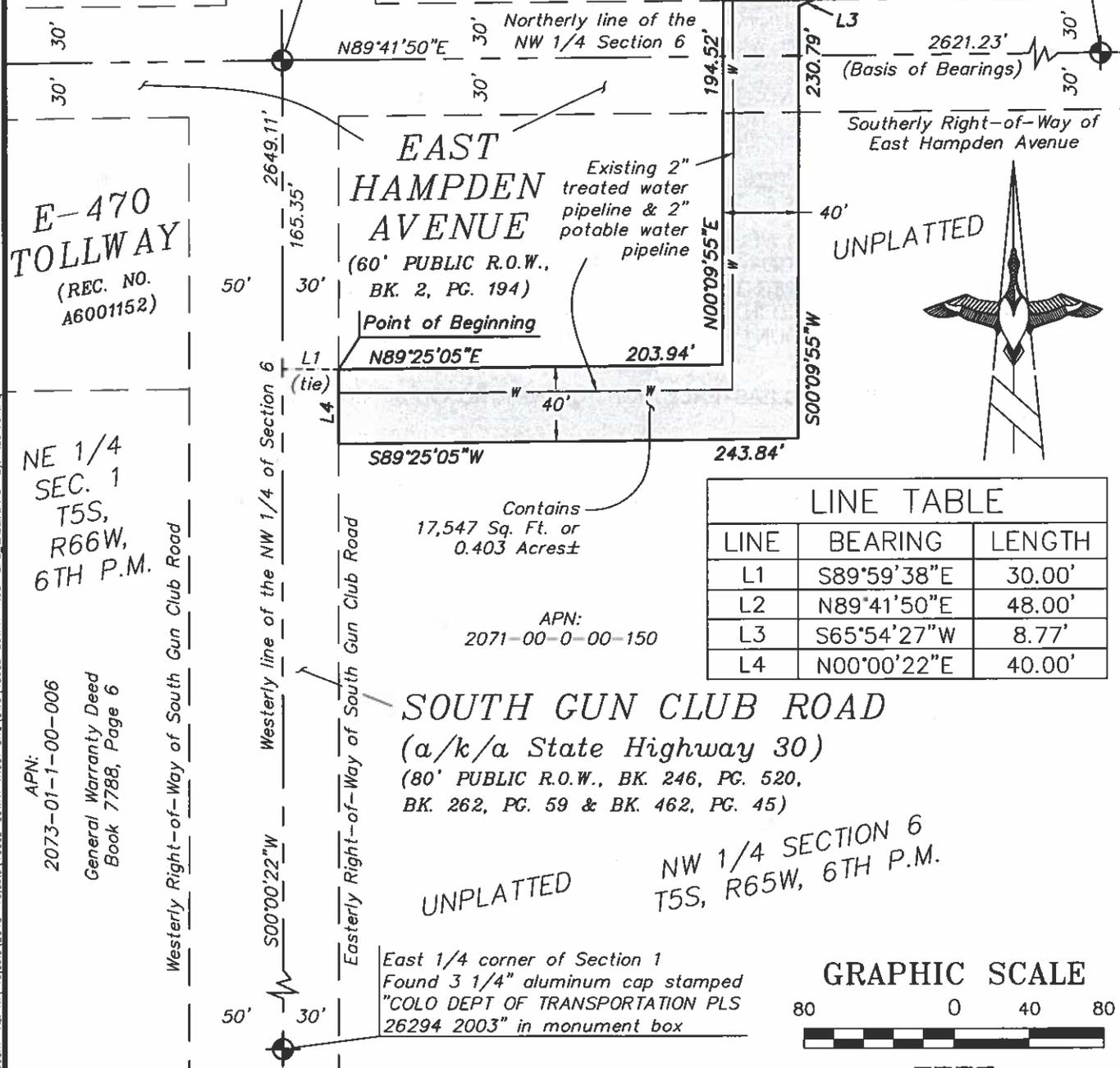
JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC
6551 SO. REVERE PARKWAY, SUITE 165
CENTENNIAL, CO 80111

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"



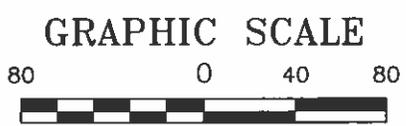
LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°59'38"E	30.00'
L2	N89°41'50"E	48.00'
L3	S65°54'27"W	8.77'
L4	N00°00'22"E	40.00'

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)

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



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.

ALTURA

SHEET 2 OF 2

JOB NO. 18002
DATE: 05/14/18
SCALE: 1" = 80'

Last Saved On: 9-07-18 At: 10:06am As: N:\Projects\2018 Projects\18002-LOWRY TRUST SITE EASEMENTS Bx: KSchlichling

APN:
2073-01-1-00-006
General Warranty Deed
Book 7788, Page 6

E-470
TOLLWAY
(REC. NO.
A6001152)

NE 1/4
SEC. 1
T5S,
R66W,
6TH P.M.

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

**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**.

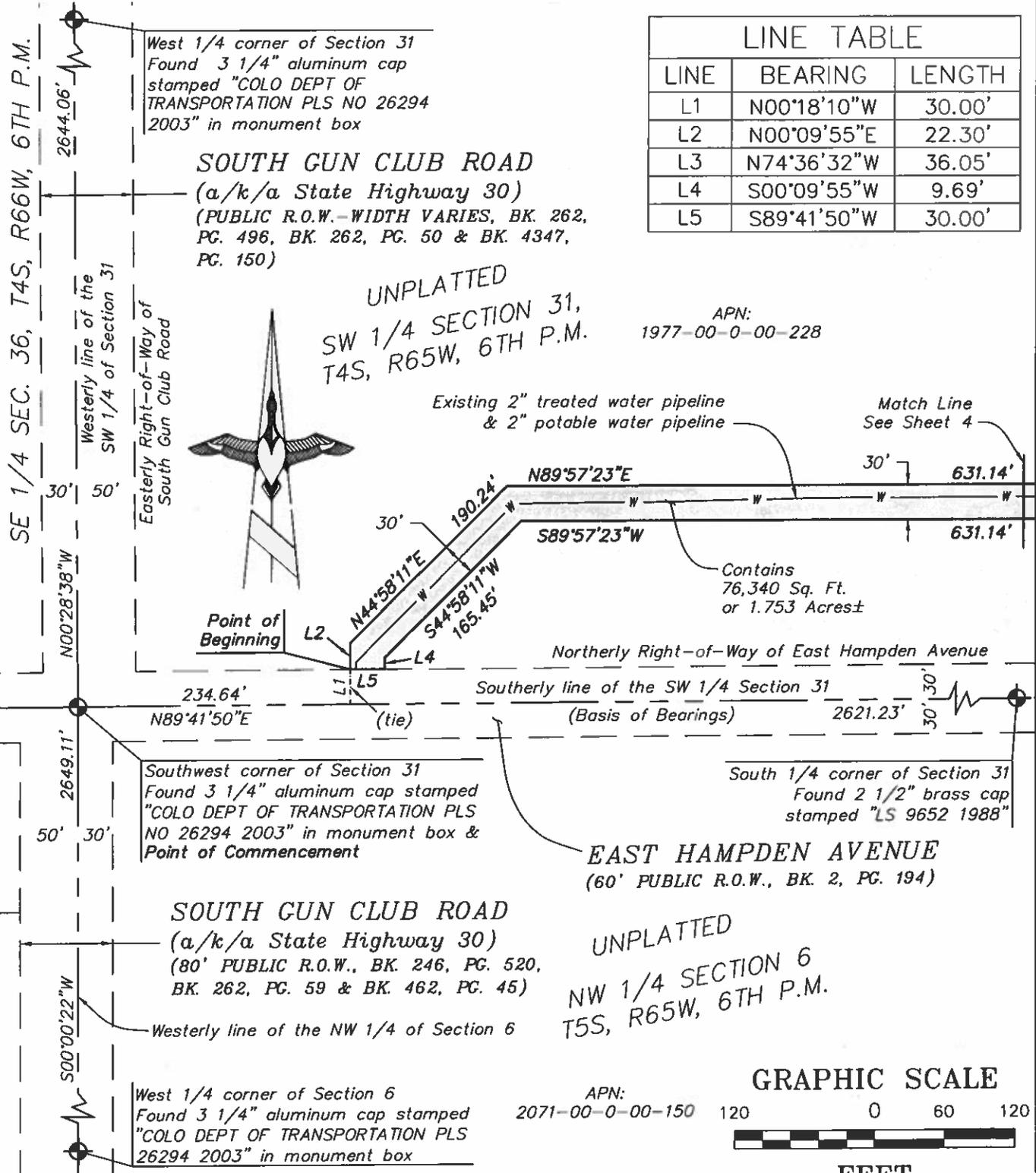
CONTAINS 76,340 SQUARE FEET OR 1.753 ACRES, MORE OR LESS.

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

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°18'10"W	30.00'
L2	N00°09'55"E	22.30'
L3	N74°36'32"W	36.05'
L4	S00°09'55"W	9.69'
L5	S89°41'50"W	30.00'



APN: 1977-00-0-00-228

Northerly Right-of-Way of East Hampden Avenue
 Southerly line of the SW 1/4 Section 31
 (Basis of Bearings)

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

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

GRAPHIC SCALE



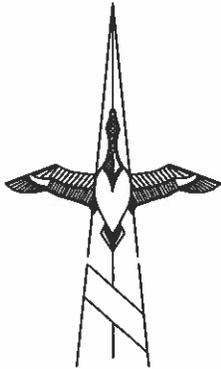
FEET

Scale: 1" = 120'

APN: 2071-00-0-00-150

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

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION



SW 1/4 SECTION 31,
T4S, R65W, 6TH P.M.

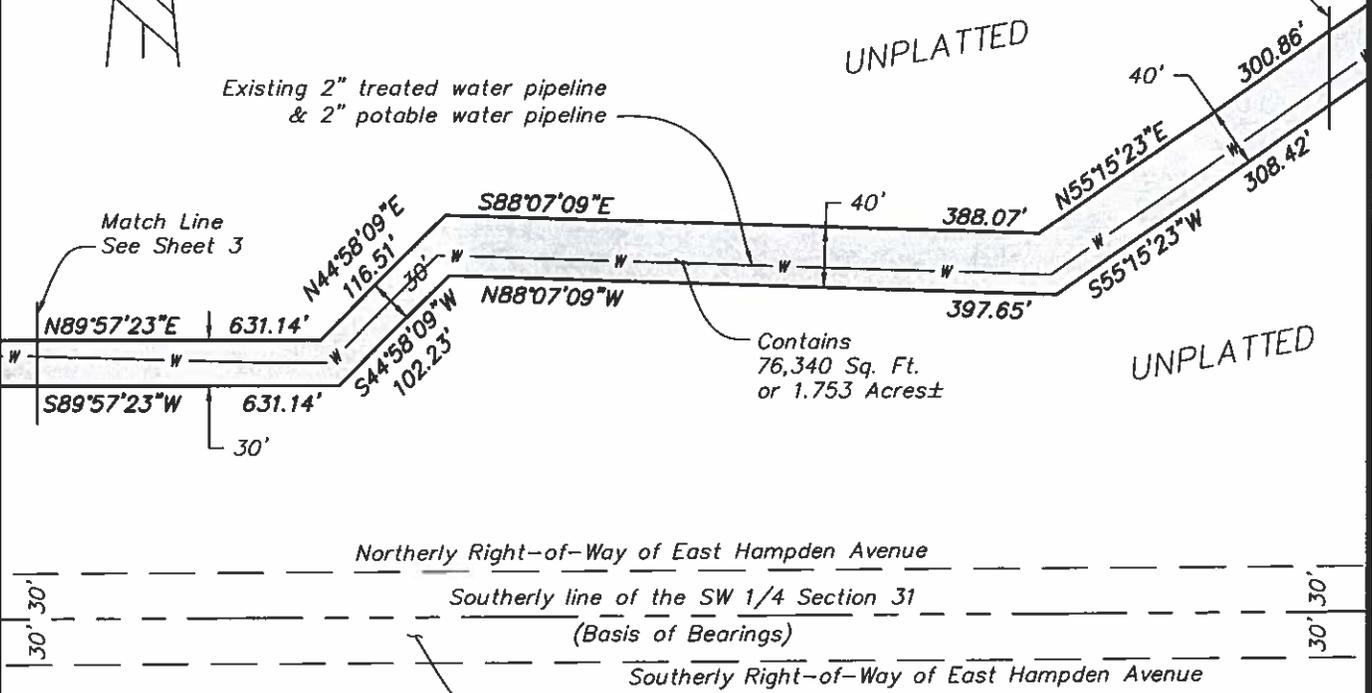
APN:
1977-00-0-00-228

Match Line
See Sheet 5

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

UNPLATTED

UNPLATTED



Northerly Right-of-Way of East Hampden Avenue

Southerly line of the SW 1/4 Section 31
(Basis of Bearings)

Southerly Right-of-Way of East Hampden Avenue

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

UNPLATTED

GRAPHIC SCALE

120 0 60 120



FEET

Scale: 1" = 120'

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

APN:
2071-00-0-00-150

UNPLATTED

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

ALTURA

SHEET 4 OF 5

JOB NO. 18002

DATE: 05/14/18

SCALE: 1" = 120'

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 _____

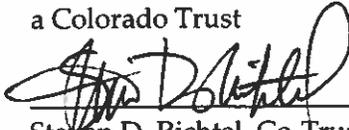
By _____

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

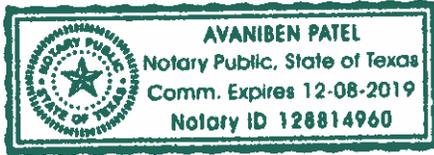


Brendan J. Hanlon, Co-Trustee

STATE OF TEXAS)
) ss.
County of COLLIN)

The foregoing instrument was acknowledged before me this 11th 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

Attachments:

Exhibit A – Description of Easement

