

Reviewed By:

Janet R. Herman _____

Zeke Lynch _____

MEETING DATE: March 11, 2025

STAFF PERSON RESPONSIBLE: Chuck Smith, Engineer III

DESCRIPTION: Dedication of a Utility Easement to Highlands Ranch Metropolitan District (the “Grantee”) from the Board of County Commissioners of the County of Douglas, State of Colorado (the “Grantor) to allow the Grantee to access the property to preform construction, installation and continued operation, maintenance, repair, alteration, and replacement of a water line to be constructed on a portion of the property. Douglas County Project No. DV 2024-280.

SUMMARY: Douglas County is dedicating a Utility Easement to Highlands Ranch Metropolitan District to provide access to the property for the construction of their water line.

RECOMMENDED ACTION: Approval of this Utility Easement

ATTACHMENT(S): Utility Easement

Review:

Legal Department

Finance Department

County Administration

Board of County Commissioners

**GRANT OF UTILITY EASEMENT
(Underground Water Transmission Facilities)**

THIS GRANT OF EASEMENT (“Grant of Easement”) is given this ____ day of _____, 2025, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80108 (“Grantor”), to **HIGHLANDS RANCH METROPOLITAN DISTRICT**, a Colorado quasi-municipal corporation, whose address is 62 Plaza Drive, Highlands Ranch, Colorado 80129 (“Grantee”). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the “Parties” and singularly as a “Party.”

The Parties hereby covenant and agree as follows:

1. Easement Property. The “Easement Property” shall mean the real property owned by Grantor and located in the County of Douglas, State of Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein.

2. Consideration. Grantor makes this Grant of Easement as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive utility easement (“Easement”) on, over, under, through and across the Easement Property for the installation and continued use, operation, maintenance, construction, repair, alteration, replacement and removal (the “Work”) of underground water transmission facilities, including, but not limited to, underground pipes, lines, mains, ducts, pump stations, vaults, manholes and other incidental equipment which may include surface appurtenances (collectively the “Public Improvements”).

4. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property, insofar as said ownership, use and occupancy does not impair the rights granted to Grantee by this Grant of Easement. Grantor shall have the right to permit and allow use of the Easement Property by additional third party public utility providers and other governmental entities, provided however, Grantor shall obtain the written consent of Grantee prior to granting any additional easements or other rights to use the Easement Property. Grantee agrees it will not unreasonably withhold such consent provided all such proposed uses or improvements shall be reviewed, approved and inspected by Grantee in accordance with Grantee’s criteria, standards and regulations, as amended.

5. Relocation. Grantor reserves the right to require Grantee to relocate the Public Improvements if Grantor determines, at its sole discretion, that the relocation of the Public Improvements is necessary to accommodate future roadway and/or storm water drainage improvements to be constructed by Grantor. In the event Grantor shall need to have the Public Improvements relocated, Grantor shall provide written notice to Grantee no later than 180 days before the relocation, and: (i) the Parties agree to cooperate to identify an appropriate new location for the Public Improvements within the Easement Area if adequate space is available; (ii) the Parties agree to cooperate to identify a new adjacent easement area that shall be dedicated by Grantor to Grantee if adequate space is not available within the Easement Area; (iii) Grantee shall remove the Public Improvements from the existing location within the Easement Area and relocate the Public Improvements to the new location; and (iv) Grantee shall bear all costs associated with the relocation.

6. Prohibited Uses. It is agreed that neither Grantor nor Grantee will take any action that would unreasonably harm the Easement Area in a manner that would impair the rights of the Parties described herein or the Public Improvements, unless relocation of the Public Improvements is necessary. Notwithstanding the foregoing, Grantor specifically shall not construct or install any structure or improvement on the Easement Area including, without limitation, any building, hard surfacing improvements such as concrete or asphalt, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any tree, shrub, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Area without Grantee's prior written consent; however, such limitation shall not preclude the planting of grass and other natural vegetation. Grantee may remove any structure or improvement situated on the Easement Area as of the date of this Easement Agreement or subsequently placed thereon at the expense of Grantor (subject to Section 20g); provided, however, that prior to the removal of any such structure or improvement, Grantee will notify Grantor to allow Grantor the opportunity to remove or cure the same.

7. Right to Subjacent and Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the construction, installation, operation, maintenance, repair, and replacement of the Public Improvements. It is specifically agreed that, except as provided in this Easement Agreement, Grantor shall not take any action, which would impair the lateral or subjacent support for the Public Improvements.

8. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing the Work, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

9. Access. Grantee shall have the right to access the Easement Area via the adjoining property of Grantor during Grantee's performance of the Work; provided, however, that Grantee's activities shall not unreasonably interfere with Grantor's use and enjoyment of such adjoining premises.

10. Repair and Restoration. Upon the completion of the Work authorized by this Easement, Grantee shall restore the surface of the Easement Area, and any areas disturbed by Grantee, as nearly as reasonably possible to its original grade and condition, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted equipment. Grantee shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

11. Removal of Equipment. Upon completion of the Work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the Work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

12. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location once construction activities are completed, or at a location to be mutually determined between the Parties if it's not possible to reset or replace the disturbed fencing at its original location.

13. Driveways. Any driveways, street entrances and curb cuts located within the Easement Area, which are disturbed by Grantee's construction, maintenance and/or repair activities, shall be replaced with like kind materials by Grantee.

14. Mechanic's and Materialmen's Liens. Grantee shall not allow mechanic's or materialmen's liens to be placed on the Easement Property related in any manner to any activities by or through Grantee or its contractors pursuant to this Grant of Easement; and, if any such liens are placed on any portion of the Easement Property, Grantee shall promptly cause such liens to be discharged of record or bonded against as provided by law.

15. Compliance with Laws. Grantee shall cause all Work on the Easement Property to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of the Work.

16. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from operations on, or use of, the Easement Property by Grantee and its agents, assigns or contractors.

17. Endangered Species Act. The Easement Area may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). District shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

18. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Property by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to perform the Work. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Property caused or permitted by Grantee results in any contamination of the Easement Property, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Property to the condition existing prior to the introduction of any such Hazardous Material to the Easement Property, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Property. As used in this Grant of Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

19. Warranties and Disclaimers. Grantor warrants that it is the fee simple owner of the Easement Area and has lawful authority to grant and convey this Grant of Easement. Grantor makes no further warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise. Nothing in this Grant of Easement shall restrict Grantor's right to transfer title to the Easement Area, subject to the terms of this Grant of Easement Agreement.

20. General Provisions.

a. Controlling Law. The interpretation and performance of this Grant of Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Grant of Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Grant of Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Grant of Easement sets forth the entire agreement of the Parties with respect to the Grant of Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant of Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Grant of Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. Grantor, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of Grantor shall extend only to monies duly and lawfully appropriated and budgeted by Grantor and encumbered for the purpose of this Grant of Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

i. Recitals. All recitals are hereby incorporated into the Grant of Easement.

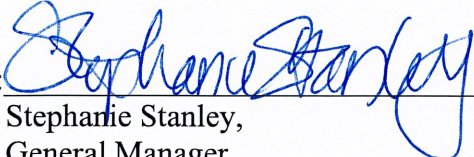
j. Counterparts. This Grant of Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

k. Successors and Assigns. This Grant of Easement shall extend to and be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.

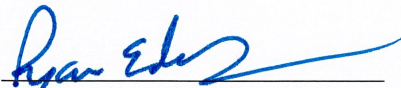
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GRANTEE:

**HIGHLANDS RANCH METROPOLITAN DISTRICT,
a Colorado quasi-municipal corporation**

By: 
Stephanie Stanley,
General Manager

Attest:

By: 
Ryan Edwards,
Director of Public Works

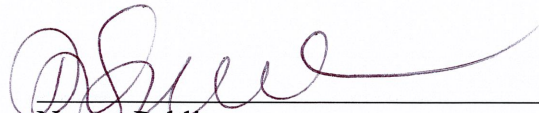
S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 7th day of February, 2025, by Stephanie Stanley as General Manager of South Suburban Park and Recreation District, a Colorado quasi-municipal corporation and Ryan Edwards as Director of Public Works.

S E A L

Witness my hand and official seal


Notary Public

**DARLENE SCHOW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244014483
MY COMMISSION EXPIRES 04/15/2028**

My commission expires: 04-15-2028

GRANTOR:

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO**

Attest:

By: _____
ABE LAYDON, Chair

By: _____
Hayley Hall,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Abe Laydon as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

Notary Public

My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, BEING A PORTION OF PARCEL Q IN THE SPECIAL WARRANTY DEED RECORDED APRIL 30, 1987 AT RECEPTION NO. 8712720, IN THE OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEASTERLY CORNER OF LOT 3, BLOCK 1, AN AMENDMENT TO A REPLAT OF HIGHLANDS RANCH FILING NO. 6 PER PLAT RECORDED OCTOBER 30, 1984 AT RECEPTION NO. 338653, IN SAID OFFICIAL RECORDS, WHENCE THE EASTERLY BOUNDARY OF SAID LOT 3, BLOCK 1, BEARS SOUTH 09°50'02" EAST, A DISTANCE OF 286.34 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID EASTERLY LINE;

THENCE DEPARTING SAID NORTHEASTERLY CORNER, NORTH 00°42'06" EAST, A DISTANCE OF 61.66 FEET TO THE SOUTHERLY BOUNDARY OF SAID PARCEL Q AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY BOUNDARY, SOUTH 87°08'23" WEST, A DISTANCE OF 15.03 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 00°42'06" EAST, A DISTANCE OF 20.18 FEET TO THE NORTHERLY BOUNDARY OF SAID PARCEL Q;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 87°06'44" EAST, A DISTANCE OF 15.03 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°42'06" WEST, A DISTANCE OF 20.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 303 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI, PLS 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

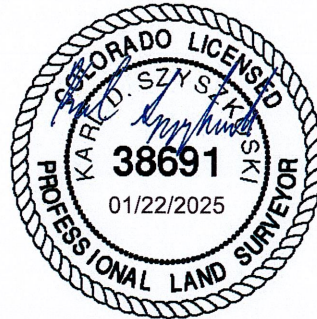


ILLUSTRATION TO EXHIBIT A



NW 1/4 SEC. 3
T6S, R68W, 6TH P.M.

UNPLATTED
PARCEL B
SPECIAL WARRANTY DEED
REC. NO. 323106

PARCEL CONTAINS
303 SQ. FT.,
OR 0.007 ACRES,
MORE OR LESS

PARCEL Q
SPECIAL WARRANTY DEED
REC. NO. 8712720

N87°06'44"E 15.03'
N00°42'06"E 20.18'

S87°08'23"W 15.03'

LOT 2
**A REPLAT OF HIGHLANDS
RANCH - FILING NO. 6**
REC. NO. 307092

N00°42'06"E
61.66' (TIE)

S00°42'06"W 20.19'

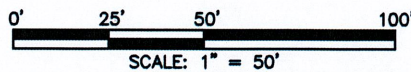
POINT OF BEGINNING

**POINT OF
COMMENCEMENT**
NE'LY CORNER LOT 3, BLOCK 1

LOT 3, BLOCK 1
**AN AMENDMENT TO A
REPLAT OF HIGHLANDS
RANCH FILING NO. 6**
REC. NO. 338653

(BASIS OF BEARINGS)
E'LY BOUNDARY
LOT 3, BLOCK 1
S09°50'02"E 286.34'

LOT 2
**A REPLAT OF HIGHLANDS
RANCH - FILING NO. 6**
REC. NO. 307092

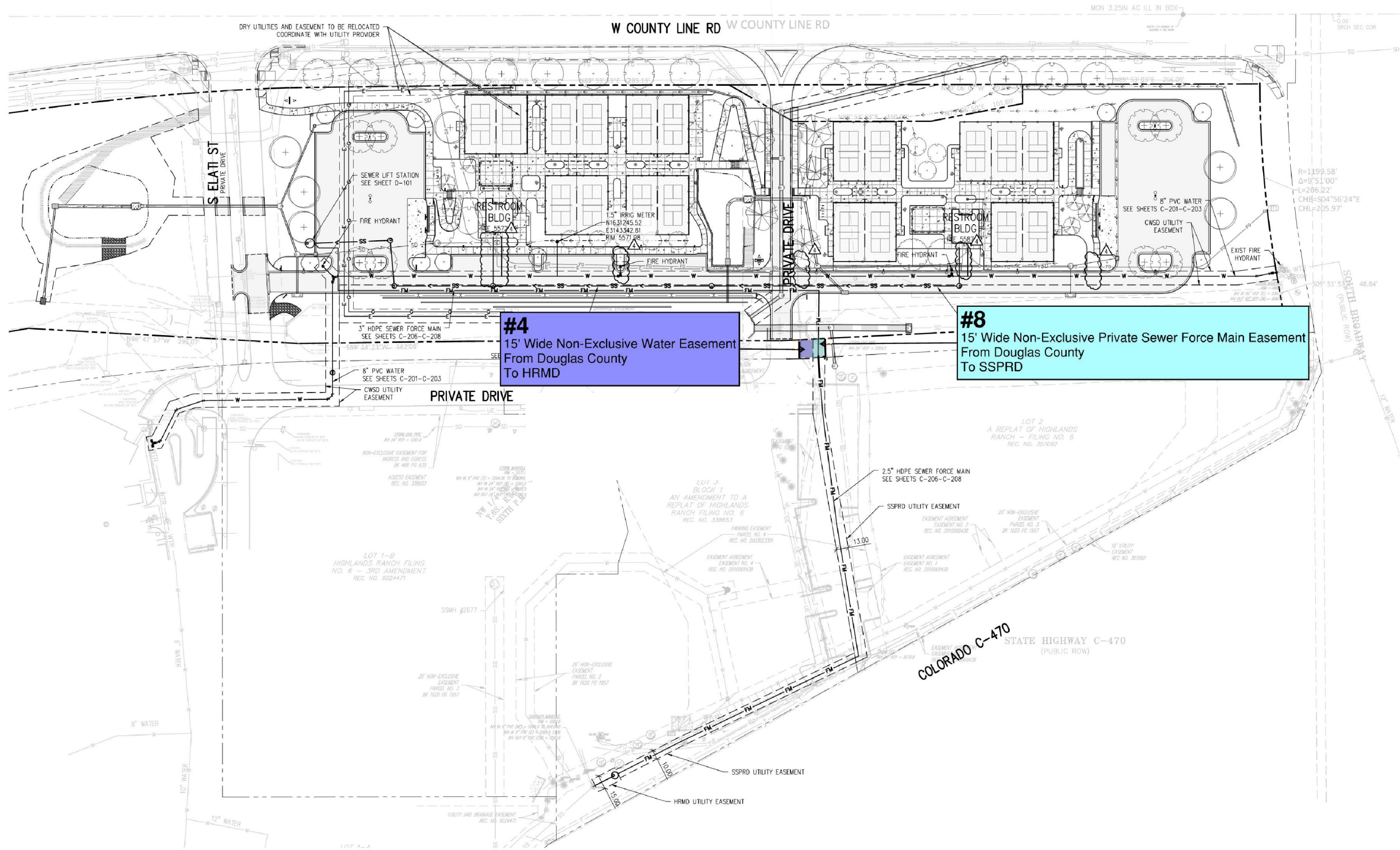


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

AZTEC
CONSULTANTS, INC.
300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

UTILITY EASEMENT
NW 1/4 SEC 3, T6S, R68W, 6TH P.M.
COUNTY OF DOUGLAS, COLORADO

PATH: Q:\76625-01 - PICKLEBALL COMPLEX\DWG\EXHIBITS\UTILITY EASEMENT 4 DOUGCO TO HRMD.DWG
JOB NUMBER: 190224-01 DATE: 01/17/2025 DWG: RDS CHK: KDS 2 OF 2 PAGES



#4
15' Wide Non-Exclusive Water Easement
From Douglas County
To HRMD

#8
15' Wide Non-Exclusive Private Sewer Force Main Easement
From Douglas County
To SSPRD