

**GRANT OF EASEMENT
SIDEWALK, RETAINING WALL AND STORM DRAINAGE**

THIS GRANT OF EASEMENT (“Grant of Easement”) is given this ____ day of _____, 2024, 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 80104 (“Grantor”), to the **TOWN OF PARKER**, a Colorado home rule municipality, whose address is 20120 East Mainstreet, Parker, Colorado 80138 (“Grantee”). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually 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 in **Exhibits “A”, “B” & “C”** and depicted on **Exhibit “D”**, 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 non-exclusive sidewalk, retaining wall and storm drainage easement (“Easement”) on, over, through and across the Easement Property for the purpose of constructing and maintaining sidewalk facilities and associated appurtenances, including, but not limited to, a landscaped retaining wall, and storm drainage structures, which shall include, but is not limited to, culverts, channels, ditch sections, storm sewers, detention areas, inlets, swales, utility facilities and cut and fill slopes (collectively the “Public Improvements”).
4. Retained Rights of Grantor and Prohibited Uses. 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 be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Property, unless specific written permission is obtained from Grantee. Except as provided for public utilities and government entities as provided below, Grantor shall be prohibited from constructing any structures or improvements or installing any shrubs, woody plants or nursery stock within the Easement Property, unless specific written permission is obtained by Grantee. Grantee shall have the right, consistent with the rules, regulations and standards of Grantee, to permit and allow use of the Easement Property by third party public utility providers and other governmental entities, however, Grantee shall only permit underground utilities unless specific written permission is obtained by Grantee. 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, permitted and inspected by Grantee in accordance with Grantee’s criteria, standards and regulations, as amended.
5. 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 construction, maintenance and/or repairing the Public Improvements, 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.

6. Unauthorized Structures and Correction. Grantor covenants and agrees that, in the event any unauthorized structures are placed within the Easement Property by Grantor, or any person acting by, through or on behalf of Grantor, such unauthorized structures will be removed by Grantor within twenty (20) business days upon receipt of written notice of such violation from Grantee. If Grantor fails to commence the removal of such unauthorized structures within fifteen (15) business days after receipt of Grantee's written notice, Grantee may perform such removal, and the reasonable cost of such removal shall be an obligation of Grantor to be paid by Grantor to Grantee upon receipt of written demand by Grantee together with adequate documentation of such costs. If Grantor fails to remit payment within thirty (30) days of Grantee's written demand, Grantee may seek damages or such other remedies as may be available at law.

7. No Waiver of Governmental Immunity Act. The Parties understand and agrees that their commissioners, council members, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Grant of Easement, 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., or otherwise available to the Grantee.

8. Annual Appropriation. The financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purpose of this Grant of Easement, pursuant to § 29-1-110, C.R.S., as amended.

9. Binding Effect. This Grant of Easement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall extend to and be binding upon and enforceable against the successors and assigns of Grantor and Grantee. The terms, covenants, agreements and conditions in this Grant of Easement shall be construed as covenants running with the land.

10. Recordation. This Grant of Easement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

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IN WITNESS WHEREOF, this Grant of Easement is made by Grantor and accepted by Grantee as of the day and year first above written.

GRANTOR:

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

Attest

By: _____
GEORGE TEAL, Chair

By: _____
Hayley Hall,
Deputy Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by George Teal, 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.

My commission expires: _____

Witness my hand and official seal.

Notary Public

GRANTEE:

TOWN OF PARKER, COLORADO

Attest

By: _____
JEFF TOBORG, Mayor

By: _____
Chris Vanderpool,
Town Clerk

Approved as to Form:

Kristin Hoffman,
Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jeff Toborg, as Mayor of the Town of Parker, Colorado and Chris Vanderpool as Town Clerk.

My commission expires: _____

Witness my hand and official seal.

Notary Public

EXHIBIT A

PARCEL NUMBER: PE-12

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-12, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 51°56'21" EAST, A DISTANCE OF 1,388.11 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN TRAIL EASEMENT RECORDED AT RECEPTION NO. 2007069018 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 14°09'02" EAST, A DISTANCE OF 15.80 FEET TO THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. NORTH 79°28'44" EAST, A DISTANCE OF 213.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,631.04 FEET;
2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°47'28", AN ARC LENGTH OF 82.25 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2008046775 IN SAID RECORDS;

THENCE NON-TANGENT TO SAID CURVE, ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NORTH 01°30'00" EAST, A DISTANCE OF 11.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 07°06'31" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'54", AN ARC LENGTH OF 211.00 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 79°22'27" WEST, A DISTANCE OF 88.35 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.101 ACRES, (4,397 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B

PARCEL NUMBER: PE-14

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-14, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, BEING A PORTION OF THAT CERTAIN QUITCLAIM DEED, RECORDED JULY 1, 2008 AT RECEPTION NO. 2008046775, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 61°29'17" EAST, A DISTANCE OF 1,671.12 FEET TO THE EASTERLY BOUNDARY OF SAID QUITCLAIM DEED AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 01°30'00" WEST, A DISTANCE OF 9.57 FEET TO THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,631.04 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°57'52" EAST;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°45'56", AN ARC LENGTH OF 81.08 FEET TO THE SOUTHWEST CORNER OF SAID QUITCLAIM DEED;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID QUITCLAIM DEED, NON-TANGENT TO SAID CURVE, NORTH 01°30'00" EAST, A DISTANCE OF 11.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 07°06'31" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'48", AN ARC LENGTH OF 80.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.019 ACRES, (844 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT C

PARCEL NUMBER: PE-15

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-15, BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, UNINCORPORATED DOUGLAS COUNTY, COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 61°29'17" EAST, A DISTANCE OF 1,671.12 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN QUITCLAIM DEED RECORDED AT RECEPTION NO. 2008046775 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 01°30'00" WEST, A DISTANCE OF 9.57 FEET TO THE SOUTHEAST CORNER OF SAID QUITCLAIM DEED AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 2005090279 IN SAID RECORDS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,631.04 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°57'52" EAST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°41'54", AN ARC LENGTH OF 445.35 FEET;
2. SOUTH 87°15'58" EAST, A DISTANCE OF 31.57 FEET TO THE SOUTHWEST CORNER OF LOT 1, PARKER RECREATION CENTER FILING NO. 1, SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NO. 2012060683 IN SAID RECORDS;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 01°18'28" EAST, A DISTANCE OF 55.10 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 88°41'22" WEST, A DISTANCE OF 28.67 FEET;

THENCE SOUTH 36°56'45" WEST, A DISTANCE OF 55.50 FEET;

THENCE NORTH 85°23'41" WEST, A DISTANCE OF 25.20 FEET;

THENCE NORTH 57°42'35" WEST, A DISTANCE OF 68.98 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 21.01 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 27.56 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 15.77 FEET;

THENCE SOUTH 62°03'17" WEST, A DISTANCE OF 87.53 FEET;

THENCE NORTH 41°29'35" WEST, A DISTANCE OF 17.21 FEET;

THENCE SOUTH 54°51'06" WEST, A DISTANCE OF 33.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3,313.65 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 02°27'16" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'27", AN ARC LENGTH OF 188.40 FEET TO THE **POINT OF BEGINNING**.

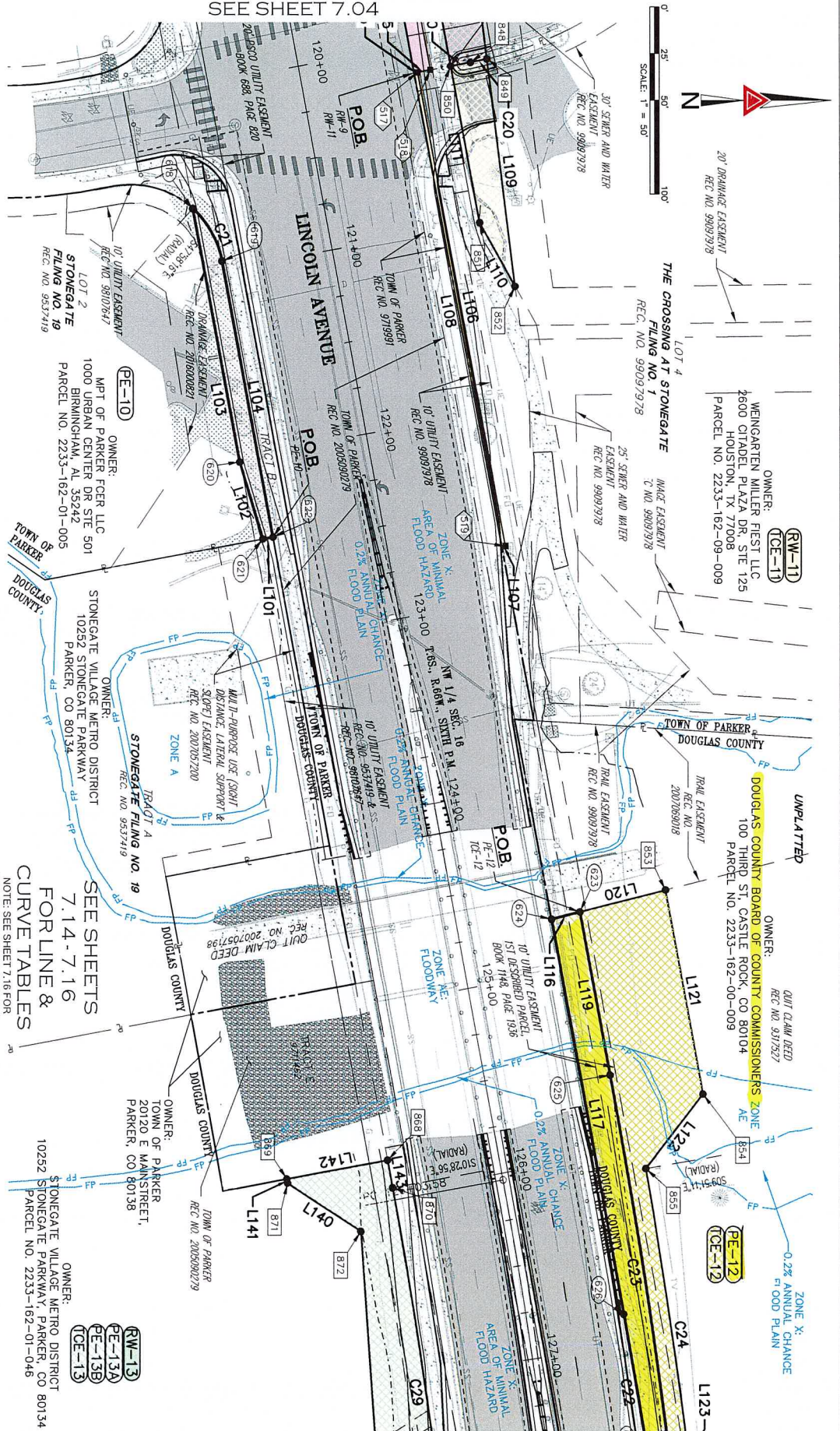
THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.248 ACRES, (10,820 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT D

Q:\12321-07 - Lincoln Ave Widening\DWG\ROW PLANS\Lincoln Ave Widening ROW SHEETS, 1/29/2024 10:18:57 AM, Darrel E. Dowle

SEE SHEET 7.04



SEE SHEET 7.06

Print Date: 1/29/2024 10:18:57 AM
 File Name: Lincoln Ave Widening ROW SHEETS.dwg
 Horizontal Scale: 1"=50'
 Vertical Scale: N/A
AZTEC
 CONSULTANTS, INC.
 305 East Harvard Ave, Suite 1
 Birminghams, AL 35242
 Phone: 303.713.1898
 www.aztecconsultants.com

Revision	Date	Comments	Initials
(E-2)	1/29/24	RW-12BL	DED
(E-10)			

PARKER
 COLORADO

Revision	As Constructed	Design	Detail
(E-13)			
(E-13A)			
(E-13B)			
(E-13C)			

Revision	Structure	Subst	Sheet	Number
(E-13)				
(E-13A)				
(E-13B)				
(E-13C)				

SEE SHEETS
 7.14-7.16
 FOR LINE &
 CURVE TABLES
 NOTE: SEE SHEET 7.16 FOR
 POINT OF BEGINNING TABLES

STONEGATE VILLAGE METRO DISTRICT
 10252 STONEGATE PARKWAY
 PARKER, CO 80134
 PARCEL NO. 2233-162-01-046

OWNER:
 TOWN OF PARKER
 20120 E MAIN STREET,
 PARKER, CO 80138
 REC. NO. 2005090279

OWNER:
 MPT OF PARKER FCER, LLC
 1000 URBAN CENTER DR, STE 501
 BIRMINGHAM, AL 35242
 PARCEL NO. 2233-162-01-005

OWNER:
 WENIGARTEN MILLER FIEST LLC
 2600 CITADEL PLAZA DR, STE 125
 HOUSTON, TX 77008
 PARCEL NO. 2233-162-09-009

OWNER:
 DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
 100 THIRD ST, CASTLE ROCK, CO 80104
 PARCEL NO. 2233-162-00-009

OWNER:
 QUIT CLAIM DEED
 REC. NO. 937527

OWNER:
 TOWN OF PARKER
 20120 E MAIN STREET,
 PARKER, CO 80138
 REC. NO. 2005090279

OWNER:
 TOWN OF PARKER
 20120 E MAIN STREET,
 PARKER, CO 80138
 REC. NO. 2005090279

