

Agenda Item

Date: June 24, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Dan Dertz, Director Open Space and Natural Resources
Scott McEldowney, Asst. Director OSNR
Subject: Louviers Water and Sanitation Utility Easement on Dupont Open Space

I. EXECUTIVE SUMMARY

Staff is requesting the approval of a permanent public utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water & Sanitation District. The purpose of the easement agreement is to allow Louviers Water & Sanitation District the ability to provide necessary underground water and sanitation services to the residents of Louviers. The approval of the new easement agreement is necessary as existing current utility easements in this area are overcrowded with existing infrastructure. The Conservation Easement allows for these underground services, with the approval of Douglas Land Conservancy (DLC).

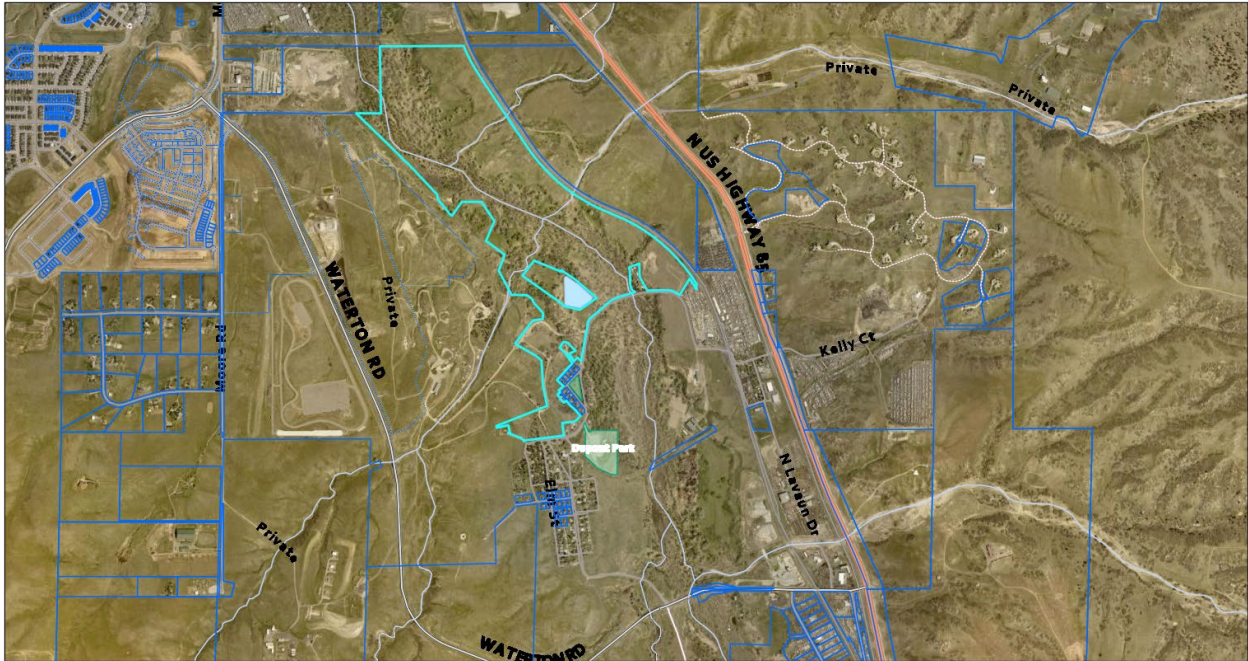
II. PROJECT OVERVIEW

A. Request

Staff is requesting approval of a utility easement agreement on DuPont North Open Space. The agreement is between Douglas County and Louviers Water and Sanitation District.

B. Location

DuPont North Open Space is located to the north of the Louviers community. The property is approximately 264 acres.



*Picture shows subject parcel area within Louviers

III. **BACKGROUND**

The public services in Louviers are in need of replacement, as they are very old and rapidly deteriorating. TST infrastructure is working with the LWSD to improve water quality and delivery. Staff worked with TST to determine best locations for underground utilities to meet their needs and cause least disturbance to protected landscape.

COSAC unanimously voted to recommend approval of the utility easement and associated work on April 3, 2025.

The Douglas Land Conservancy Board of Directors, as the holder of the Conservation Easement for the property referenced, approved the utility easement and associated work on May 2, 2025.

IV. **PUBLIC NOTICE**

The 10-day published notice requirement as described in the 2022 Open Space Sales Tax Resolution was achieved on June 12, 2025.

V. **RECOMMENDED ACTION**

It is staff's recommendation that the easement agreement between Douglas County and Louviers Water & Sanitation may be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

Objective OS 2H

Design facilities to balance future community needs with protection of conservation values.

Objective OS 4C

Work with government and partner agencies to achieve mutual open space goals through cooperative acquisition, planning, development and management of open space.

ATTACHMENTS

Conservation Easement Exhibit

DLC Board Approval Letter

Published Notice Proof

Easement Agreement

Temporary License Agreement



MEMORANDUM

DATE: May 2, 2025
TO: DLC Board
FROM: DLC Stewardship Committee/Staff
VIA: DLC Stewardship Committee
SUBJECT: DouglasCC.DC.2009_DuPontN Water Line Replacement Request
ACTION: Approve/Modify/Table/Reject

Background

DLC received a request from Douglas County on March 5, 2025, for a necessary water line replacement on the DouglasCC.DC.2009_DuPontN property. Douglas County sent the other required documents to be reviewed by DLC's Stewardship committee and Board (easement drafts and map) on March 28, 2025. Douglas County then sent revised plans on April 9, 2025.

Description

From Douglas County:

Douglas County is working with partners to bring regional water and wastewater solutions to the communities of northwest Douglas County, including Louviers. The County is also partnering with Louviers Water and Sanitation District to treat naturally-occurring radium in its water supply and replace aging and corroded water distribution lines to prepare the Water District for regional utility interconnection.

As depicted on the attached exhibit, the proposed easements are necessary to accommodate replacement underground water distribution lines. The lines cannot be placed in the Main Street right-of-way due to the presence of other wet and dry utilities, and a planned sanitary sewer line replacement. To the extent that above-ground appurtenances may be necessary, the exhibit depicts examples of the valves and vents that are typical of these distribution lines. The proposed lines are located substantially within 100 feet of Main Street and other roads within the Louviers.

Updated email request on 4/9/2025

TST had a design meeting yesterday where we are looking to add 20' of additional easement east of the alleyway drive to the south of our previous easement area for the following reasons.

- The pipe will be installed to in the right of way, however, the alignment will be within two feet of the property line between the right of way and the conservation easement along the alleyway moving south. Additional easement would be required for the trench in this area during construction and room for potential repairs to the distribution main in the future.*
- We have determined the distribution main in the alleyway between 1st and 3rd street will need to be directionally drilled to reduce disruption to residents and reduce the risk of damage to residents' property and existing utilities.*



DOUGLAS LAND CONSERVANCY

- *Setting up drilling equipment would be slightly in the conservation easement to the north of First Street.*

The easements contain DLC's typical revegetation and conservation easement subordination language. Staff and Counsel have reviewed the request and the updated request.

Issues

None.

Staff/Project Recommendation

The Stewardship committee recommends approval by the Board for the requested water line replacement with the standard revegetation language.

Attachments

Conservation Easement

Request

Map

Temporary License Agreement

Permanent Easement

BOD Action

Approved as Proposed

Approved w/Conditions_____

Tabled_____

Denied_____

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Douglas County News Press** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(310) 822-1629**.

Notice ID: aKI83hwddCEJ32b6IYC8 | **Proof Updated: Jun. 04, 2025 at 08:43am PDT**
Notice Name: NO. Louviers Water and San District. hearing | Publisher ID: DC-1469

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Scott McElDowney
smceldow@douglas.co.us

FILING FOR

Douglas County News Press

Columns Wide: 1 **Ad Class:** Legals

Total Column Inches: 2.81

Number of Lines: 28

06/12/2025: Legal Notice Notice	11.20
Affidavit Fee	15.00

Subtotal	\$26.20
Tax	\$0.00
Processing Fee	\$2.62
Total	\$28.82

Public Notice**NOTICE OF PUBLIC HEARING****BOARD OF COUNTY COMMISSIONERS
COUNTY OF DOUGLAS
STATE OF COLORADO**

A public hearing will be held before the Board of County Commissioners to consider the approval of a Public Utilities Easement for underground public utilities in the town of Louviers.

The agreement will be granted to Louviers Water and Sanitation District. The public hearing will be held on **Tuesday, June 24, 2025 at 2:30 p.m.** in the Commissioners Hearing Room, 100 Third Street, Castle Rock, Colorado. For more information, please contact the Douglas County Department of Open Space and Natural Resources at (303) 660-7495, 100 Third Street, Castle Rock, Colorado 80104.

Legal Notice No. DC-1469
Publication: June 12, 2025
Publisher: Douglas County News Press

PERMANENT UTILITY EASEMENT DEED

This Grant of Easement (the “Easement”) is made this ____ day of _____, 2025, between 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 (the “**Grantor**”), and the **LOUVIERS WATER AND SANITATION DISTRICT**, whose address is P.O. Box 359, Littleton CO, 80160 (the “**Grantee**”). The Grantor, the Grantee, and their respective successors and assigns, are referred to collectively herein as the “Parties” and singularly as a “Party.”

Witnesseth

That the Grantor, for and in consideration of the sum of TEN DOLLARS AND ZERO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to the Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across the Grantor’s real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “**Easement Area**”), for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of an underground water transmission and/or distribution line or system, together with all underground appurtenances, manholes, boxes, switches, valves, testing terminals and other attachments and incidental equipment and appurtenances located underground unless otherwise provided herein (collectively the “**Public Improvements**”).

This Easement shall be subject to the following terms and conditions:

1. Use by the Grantee. The Grantee shall have the full right and authority to install and maintain the Public Improvements underground within the Easement Area and install any permanent structures below the ground surface within the Easement Area, as may be necessary to accommodate, use and operate the Public Improvements, at the Grantee’s sole cost and discretion.
2. Use by the Grantor and Restrictions. The Grantor retains the right to use and enjoy the Easement Area, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. The Grantor shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee. The Grantor shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements unless specific written permission is obtained from the Grantee. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements within the Easement Area, unless specific written permission is obtained from the Grantee.
3. No Additional Uses. The use of this Easement shall be for the sole and exclusive purpose of conducting the work described above, and this grant shall not be construed as a dedication of the Easement Area, or any portion thereof, for use by the general public.

4. Access. If requested by the Grantee, the Parties shall meet in order to determine permissible access to the Easement Area, which may include opening and closing gates and/or installing gates and stiles in fencing, and any such permissible access areas agreed to shall be deemed to be a part of this Easement.

5. Compliance with Deed of Conservation Easement. The Grantee shall construct, repair, and maintain the Public Improvements in accordance with the terms and conditions contained in the Deed of Conservation Easement in Gross (North Parcel Dupont Property-Douglas County) dated June 23rd, 2009, and recorded at reception number 2009049942 in the records of the Douglas County Clerk and Recorder.

6. Removal of Vegetation. The Grantee shall have the right to remove trees and vegetation within the Easement Area that may interfere with the reasonable use of the Easement, provided that the removal of any vegetation shall require restoration of the disturbed area in the manner set forth in Section 7 below.

7. Repair and Restoration. The Grantee's authorized agents or contractors may use trucks and other equipment during its work, which is normal and customary. The Grantee's work of installing and maintaining Public Improvements shall be done with care, and the Grantee shall exercise reasonable care to prevent injury to livestock and disturbance of the land during such work. The surface of the Grantor's property, including without limitation the surface along the easement, shall be restored substantially to its original level and condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations. The Grantee shall promptly repair or replace any infrastructure on the Grantor's property that is disturbed as a result of the Grantee's activities within the surface of the Easement Area, and any areas disturbed by the Grantee, except as necessarily modified to accommodate the Public Improvements, 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. The Grantee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully reestablished, including applying and reapplying the Approved Seed Mix and noxious weed control over multiple growing seasons.

8. Removal of Equipment. Upon completion of the activities authorized by this Easement, the Grantee shall promptly remove all materials, debris and equipment utilized to conduct the work.

9. Compliance with Laws. The Grantee shall cause all activities and work on the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. The 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.

10. Release. The Grantee, to the extent permitted by law, for itself and those claiming through the Grantee, hereby releases the Grantor and the Douglas Land Conservancy, and their respective beneficiaries, and their 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 Area by the Grantee and its agents or contractors, except for damages that may arise from the Grantor's negligence.

11. Environmental. The Grantee shall comply with all applicable laws and ordinances and all rules, regulations and requirements of any governmental authority controlling environmental standards and conditions of the Easement Area. The provisions of this Section 11 shall survive the expiration or termination of this Easement.

12. Warranties and Disclaimers. The Grantor makes no 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 the 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 the Grantor or otherwise.

13. Relocation. The Grantor reserves the right and sole discretion to require the Grantee to relocate the Public Improvements within the Easement Area as Grantor determines necessary. In the event that the Grantor shall desire to relocate the Public Improvements within the Easement Area, the Grantor shall provide written notice to the 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; (ii) the Grantee shall remove the Public Improvements from the existing location within the Easement Area; (iii) the Grantee shall relocate the Public Improvements to the new location within the Easement Area; and (iv) the Grantor shall bear all costs associated with the relocation.

14. General Provisions.

a. Governing Law; Venue. This Easement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Parties expressly waives the right to bring any action in or remove any action to any other jurisdiction, whether state or federal.

b. Severability. In the event any of the provisions of the Easement is 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 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. No Third-Party Beneficiaries. This Easement is entered into by and between the Parties, and is solely for the benefit of the Parties and Douglas Land Conservancy, which is an express third-party beneficiary to this Easement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond the Parties and Douglas Land Conservancy.

d. No Waiver of Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of this Agreement. The Parties hereto understand and agree that the Grantor, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as applicable now or hereafter amended, or otherwise available to the Grantor.

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

f. Successors and Assigns. This Easement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the Parties.

g. Headings; Recitals. The headings contained in this Easement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Easement. The Recitals set forth above are hereby incorporated into and made an integral part of this Easement.

h. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire Easement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective Parties unless included herein are null and void and of no effect. Any amendment to this Easement shall be in writing and signed by both Parties, and must be approved in writing by Douglas Land Conservancy, or such amendment will be deemed null and void.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth above.

Exhibit A

Permanent Water Line Easement



PERMANENT WATER LINE EASEMENT

A VARIABLE WIDTH PERMANENT WATER EASEMENT, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST ALL OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE S 64°43'59" E, A DISTANCE OF 532.16 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 12, LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE;

THENCE N 07°28'21" W, A DISTANCE OF 26.63 FEET TO THE **POINT OF BEGINNING**;

THENCE N 07°28'21" W, A DISTANCE OF 59.36 FEET; THENCE S 37°49'45" E, A DISTANCE OF 166.89 FEET; THENCE N 56°12'15" E, A DISTANCE OF 118.44 FEET;

THENCE N 12°33'08" E, A DISTANCE OF 192.91 FEET; THENCE N 11°45'47" W, A DISTANCE OF 63.61 FEET TO A POINT ON A COMMON LINE WITH SAID RECEPTION NO. 02052035 AND THE MAIN STREET RIGHT OF WAY AS SHOWN AT RECEPTION NO. 109325 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID COMMON LINE, N 35°13'34" E, A DISTANCE OF 41.03 FEET;

THENCE DEPARTING SAID COMMON LINE, S 11°45'47" E, A DISTANCE OF 98.06 FEET; THENCE S 12°33'08" W, A DISTANCE OF 211.39 FEET; THENCE S 56°12'15" W, A DISTANCE OF 114.55 FEET;

THENCE S 24°17'41" E, A DISTANCE OF 7.27 FEET; THENCE S 07°55'18" W, A DISTANCE OF 21.34 FEET; THENCE S 45°19'46" E, A DISTANCE OF 124.00 FEET;



THENCE S 27°02'32" E, A DISTANCE OF 86.29 FEET; THENCE S 07°27'15" E, A DISTANCE OF 291.89 FEET TO A POINT ON THE NORTHERLY LINE OF FIRST STREET RIGHT OF WAY AS SHOWN AT SAID RECEPTION NO. 109325; THENCE ALONG SAID NORTHERLY LINE, S 82°32'45" W, A DISTANCE OF 20.00 FEET;

THENCE ALONG THE EASTERLY LINE OF AN ALLEY AS SHOWN ON SAID RECEPTION NO. 109325, ALSO BEING A WESTERLY LINE OF SAID RECEPTION NO. 02052035 THE FOLLOWING THREE (3) COURSES:

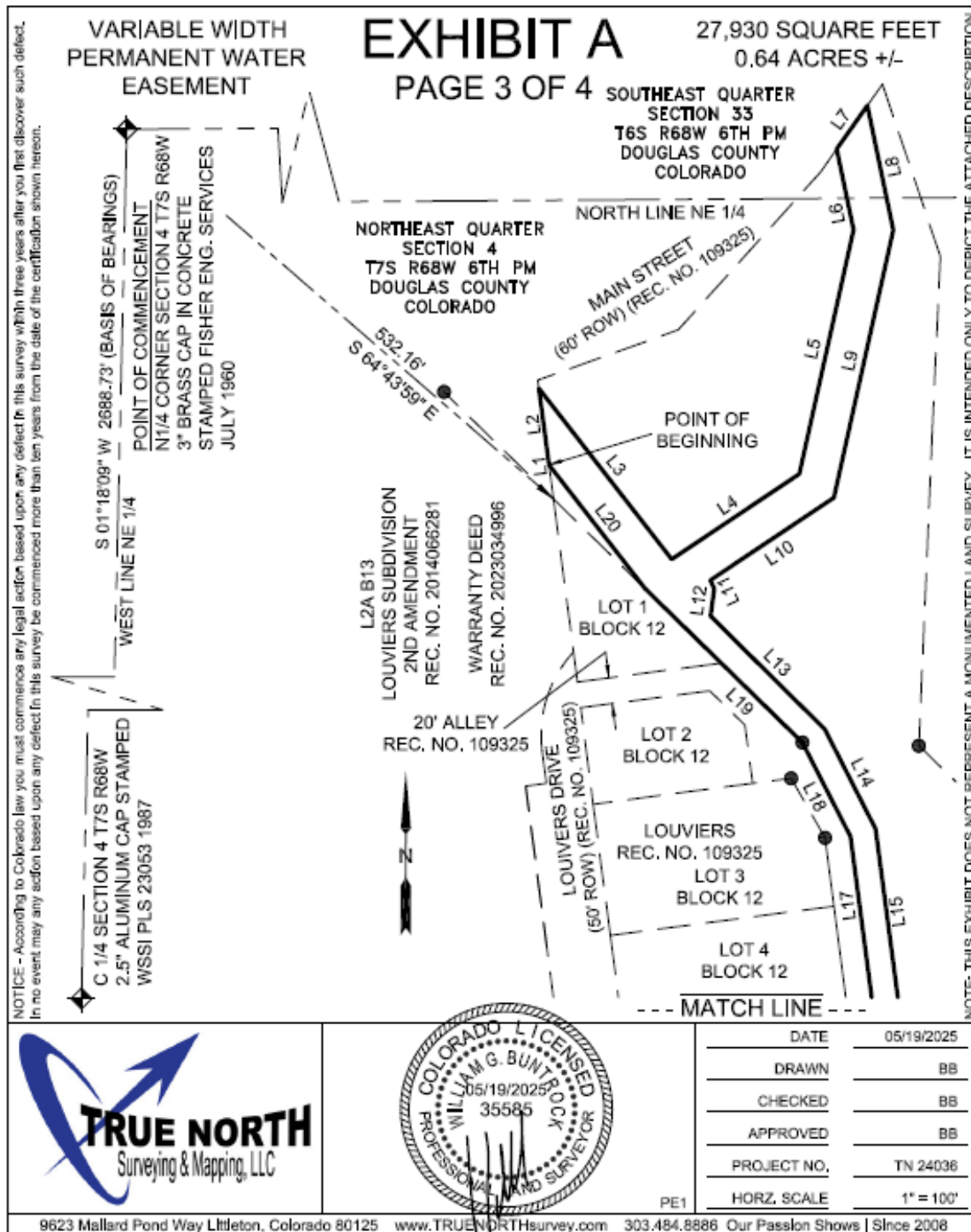
- 1) N 07°27'15" W, A DISTANCE OF 288.44 FEET;
- 2) N 27°02'32" W, A DISTANCE OF 81.56 FEET;
- 3) N 45°38'37" W, A DISTANCE OF 169.62 FEET;

THENCE N 37°49'45" W, A DISTANCE OF 121.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 27,930 SQUARE FEET OR 0.64 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 24036 PE 1



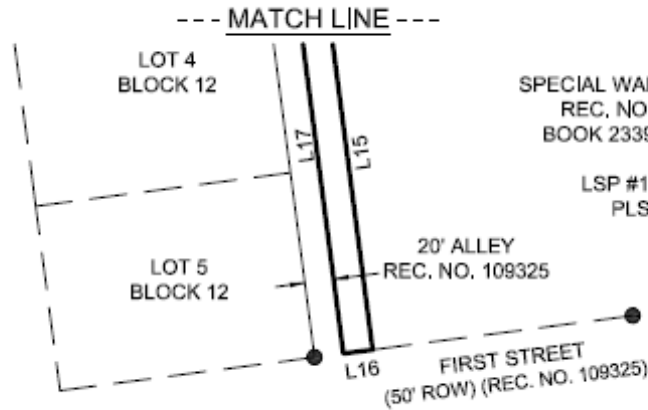
VARIABLE WIDTH
PERMANENT WATER
EASEMENT

EXHIBIT A

PAGE 4 OF 4

27,930 SQUARE FEET
0.64 ACRES +/-

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



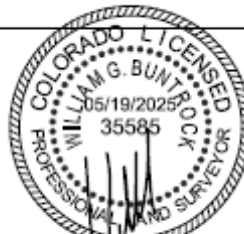
SPECIAL WARRANTY DEED
REC. NO. 02052035
BOOK 2339 PAGE 1183

LSP #10003125
PLS 8141

LINE	BEARING	DISTANCE
L1	N 07°28'21" W	26.63'
L2	N 07°28'21" W	59.36'
L3	S 37°49'45" E	166.89'
L4	N 56°12'15" E	118.44'
L5	N 12°33'08" E	192.91'
L6	N 11°45'47" W	63.61'
L7	N 35°13'34" E	41.03'
L8	S 11°45'47" E	98.06'
L9	S 12°33'08" W	211.39'
L10	S 56°12'15" W	114.55'
L11	S 24°17'41" E	7.27'
L12	S 07°55'18" W	21.34'
L13	S 45°19'46" E	124.00'
L14	S 27°02'32" E	86.29'
L15	S 07°27'15" E	291.89'
L16	S 82°32'45" W	20.00'
L17	N 07°27'15" W	288.44'
L18	N 27°02'32" W	81.56'
L19	N 45°38'37" W	169.62'
L20	N 37°49'45" W	121.07'



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



PE1

DATE	05/19/2025
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 24036
HORZ. SCALE	1" = 100'

9623 Mallard Pond Way Littleton, Colorado 80125 www.TRUE-NORTHsurvey.com 303.484.8886 Our Passion Shows | Since 2008



PERMANENT WATER LINE EASEMENT

A VARIABLE WIDTH PERMANENT WATER LINE EASEMENT, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ALSO BEING THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE N 25°32'21" E, A DISTANCE OF 740.69 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH TWO ALLEYS AS SHOWN ON THE PLAT OF LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE; THENCE ALONG THE COMMON LINE OF SAID RECEPTION NO. 02052035 WITH A VARIABLE WIDTH SAID ALLEY, N 51°41'15" E, A DISTANCE OF 12.03 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE, N 06°09'59" E, A DISTANCE OF 30.50 FEET;

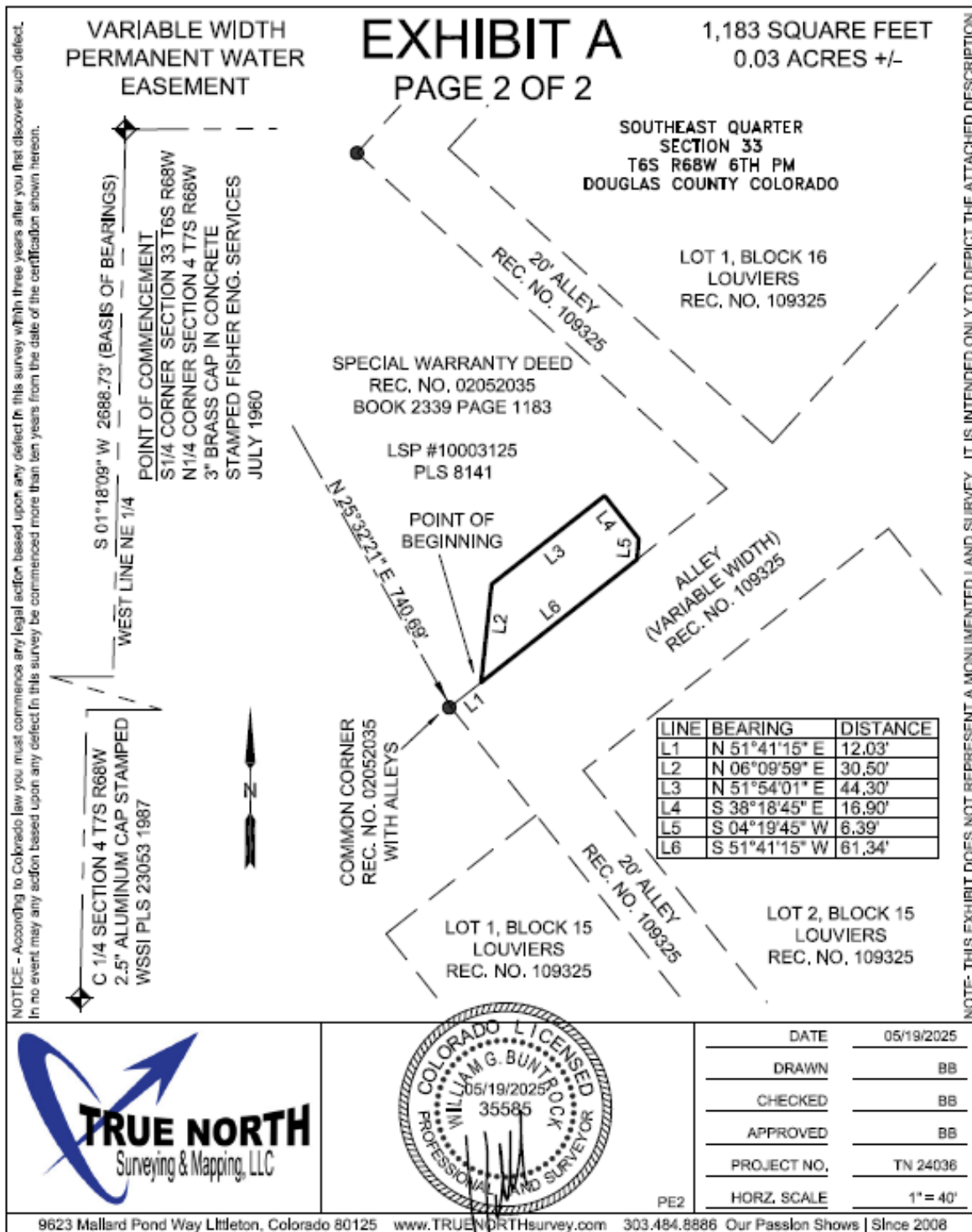
THENCE N 51°54'01" E, A DISTANCE OF 44.30 FEET; THENCE S 38°18'45" E, A DISTANCE OF 16.90 FEET; THENCE S 04°19'45" W, A DISTANCE OF 6.39 FEET TO A POINT ON SAID COMMON LINE;

THENCE ALONG SAID COMMON LINE, S 51°41'15" W, A DISTANCE OF 61.34 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 1,183 SQUARE FEET OR 0.03 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 24036 PE 2



LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, (“Effective Date”), by and between 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 (“Licensor”), and **LOUVIERS WATER AND SANITATION DISTRICT**, whose address is P.O. Box 359, Littleton CO, 80160 (“Licensee”). Licensor and Licensee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as a “Party.”

RECITALS

WHEREAS, Licensor owns certain real property located in the Town of Louviers, Douglas County, Colorado, identified as state parcel number 235304100006 (the “Licensed Premises”); and

WHEREAS, Licensee is undertaking certain activities and desires to construct public utility improvements to service residents of the Town of Louviers (the “Project”); and

WHEREAS, as part of the Project, Licensee will restore the slope and vegetation of the License Area in the manner required by Licensor (the “Restoration Project”); and

WHEREAS, Licensor’s real property is encumbered by a Permanent Utility Easement Deed (North Parcel Dupont Property-Douglas County) dated June 23, 2009, and recorded at reception number 2009049942 in the records of the Douglas County Clerk and Recorder (“Conservation Easement”) to preserve the property’s natural, scenic, open space, wildlife, aesthetic, ecological, passive recreational and environmental values; and

WHEREAS, Licensee needs to temporarily enter upon Licensor’s real property, more particularly described in **Exhibit “A”** (the “License Area”), for the purposes of grading slopes, removing excess soil material, depositing fill material, watering, and maintaining re-vegetated areas during the term of the License, and moving equipment and personnel as may be necessary in the course of completing the Restoration Project (the “Work”).

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant and Term. Licensor represents that it has authority to, and hereby does grant unto Licensee, its employees, authorized agents and contractors a temporary, non-exclusive, license and right to enter in, on, over, under, through and across the License Area, for purposes of conducting the Work in accordance with the terms of this Agreement. The term of this License shall commence on the Effective Date and terminate three (3) years from the Effective Date, unless

sooner terminated in accordance with the terms herein (the “Term”). Upon expiration of the Term, all rights of access given by Licensor shall cease, unless the time period is extended upon the prior written approval of the Parties, or unless additional access is required to complete the restoration in accordance with Section 6 of this Agreement.

2. Mutual Use. This Agreement shall not unreasonably restrict Licensor’s right to access or use the License Area; provided, however, Licensor shall use reasonable efforts to minimize any interference with the Work of Licensee, its employees, authorized agents and contractors in the License Area, and Licensor shall not undertake any actions regarding the use of the License Area that would endanger the health, safety, or welfare of Licensee, its employees, authorized agents or contractors, or damage their equipment, materials or property. Licensee, its employees, authorized agents and contractors shall not unreasonably disturb or interfere with any operations of Licensor or Licensor’s tenants, employees, agents or contractors on Licensor’s remaining tract of land adjacent to the License Area.

3. No Additional Uses; No Public Dedication. The use of the License Area shall be for the sole and exclusive purpose of conducting the Work and the Parties hereto shall take whatever steps may be necessary to avoid any other use. The License Area may not be used for storage of fill, soil, or any other material or equipment used for completion of the Project. This grant of license shall not be construed as a dedication of the License Area, or any portion thereof, for use by the general public and the Parties will take whatever steps may be necessary to avoid any kind of dedication.

4. Compliance with the Conservation Easement. Licensor and Licensee have received approval from Douglas Land Conservancy to perform the Work, provided that the Work: (i) is completed in compliance with the Conservation Easement, (ii) does not otherwise constitute a violation of the Conservation Easement, (iii) is performed by Licensee in accordance with the terms and conditions of this Agreement to minimize damage to the conservation values identified in the Conservation Easement, and (iv) Licensee shall promptly repair or replace any infrastructure on the License Area that is disturbed as a result of Licensee’s activities within the License Area.

Upon completion of the Work and the repair and restoration described in Section 6 below, Licensee may seek written confirmation from Licensor that such Work, repair, and restoration complies with the provisions of this Section 4. Licensor shall promptly provide such written confirmation or a written list of deficiencies to be corrected to come into compliance. Upon Licensor’s correction of the identified deficiencies, Licensor shall promptly provide written confirmation of compliance.

5. The Work.

a. Removal of Vegetation. Licensee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants, and nursery stock (“Vegetation”) from within the License Area that may interfere with the Work; provided however, Licensee shall use reasonable efforts to protect vegetation from disturbance and shall not clear and grub any areas, except those needed to complete necessary improvements. Certain Vegetation may be identified by Licensor as

to be protected, and Licensee shall work to reasonably protect any Vegetation identified by Licensors as to be protected.

b. Repair and Restoration. Licensee's authorized agents or contractors may use truck or track-mounted equipment during the Work, which is normal and customary for similar work. Licensee's completion of the Work shall be done with care, and Licensee shall exercise care to prevent injury to livestock and disturbance of the land during the Work. Prior to the expiration of the Term, Licensee shall restore the surface of the License Area and any disturbed area as nearly as reasonably possible to their pre-existing condition according to the applicable Douglas County Grading, Erosion, Sediment, Control (GESC) regulations, except slope grades as necessarily modified to accommodate the Work, 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. Licensee shall promptly revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Division of Open Space and Natural Resources (the "Approved Seed Mix") and shall diligently pursue revegetation until such vegetation is successfully re-established, including applying and re-applying the Approved Seed Mix over multiple growing seasons if necessary. Licensee shall be responsible for the control and eradication of noxious weeds within the License Area until vegetation has been re-established and to the extent weeds spread outside of the License Area as a result of the Work performed within the License Area, Licensee shall be responsible for the control and eradication of such noxious weeds on the remaining property subject to the Conservation Easement. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

c. Removal of Equipment. Upon completion of the activities authorized by this Agreement or following notice of termination of this Agreement by Licensors, Licensee shall promptly remove all materials, debris and equipment utilized to conduct the Work from the License Area.

8. Compliance with Laws. Licensee shall cause all activities and work on the License Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all Stormwater Management laws and regulations. Licensee 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 during the Term of this license.

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

10. Release. Licensee, to the extent permitted by law, for itself and those claiming through Licensee, hereby releases Licensors and Douglas Land Conservancy, and their respective beneficiaries, and their 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 License Area by Licensee and its agents or contractors. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Environmental. Licensee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Licensee Area by Licensee, 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 License Area caused or permitted by Licensee results in any contamination of the License Area, Licensee shall promptly take all actions, at no expense to Licensors, as are necessary to return the License Area to the condition existing prior to the introduction of any such Hazardous Material to the License Area, provided that Licensors' 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 License Area. As used in this Agreement, 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. The provisions of this Section 11 shall survive the expiration or termination of this Agreement.

12. Mechanic's and Materialmen's Liens. Licensee shall not allow mechanic's or materialmen's liens to be placed on the License Area related in any manner to any activities by or through Licensee or its contractors pursuant to this Agreement; and, if any such liens are placed on any portion of the License Area, Licensee shall promptly cause such liens to be discharged of record or bonded against as provided by law. The provisions of this Section 12 shall survive the expiration or termination of this Agreement.

13. Warranties and Disclaimers. Licensors makes no warranties or representations with respect to the License Area, including, without limitation, the condition and state of repair of the License Area, the suitability of the License Area for Licensee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the License Area by reason of access easements granted by Licensors or otherwise.

14. Breach of this Agreement. Upon any breach by either Party in performing its obligations under this Agreement, the non-breaching Party shall provide the breaching Party a written notice of the breach prior to expiration of the Term of this Agreement. If after twenty (20) business days the breaching Party has not cured the breach, or if cure is not possible within twenty (20) business days and the breaching Party has not commenced what curative measures are possible in a timely and commercially reasonable manner, the non-breaching party may ask a court of competent jurisdiction to enter an order for specific performance to compel the breaching party to perform in accordance with the terms and conditions hereof, including with regard to Licensee's completion of the Work and remediation of the License Area and the removal of its equipment and materials.

Additionally, if Licensee is the breaching party and fails to cure the breach or commence curative measures during the curative period described above, and after Licensors provides written notice of termination of this Agreement, Licensors may perform the Work and restoration, including removal of equipment and materials, at Licensee's expense, and the reasonable cost of completion of the Work and such removal and restoration shall be an obligation of Licensee to be paid by

Licensee to Licensors upon receipt of written demand by Licensors together with adequate documentation of such costs. If Licensee fails to remit payment within thirty (30) days of the Licensors' written demand, Licensors may seek damages or such other remedies as may be available at law or in equity. The provisions of this Section 14 shall survive the expiration or termination of this Agreement.

15. Abandonment. Should Licensee abandon, vacate, or cease to use the License Area for one hundred eighty (180) consecutive days, and Licensee has not resumed completion of the Work within ten (10) business days after written notice by Licensors, Licensee shall be deemed to be in breach of this Agreement, and Licensors may proceed as the non-breaching party in accordance with Section 14 of this Agreement.

16. Notice of Communications. Licensee shall notify Licensors orally or in writing a minimum of twenty-four (24) hours prior to entering the License Area and such notice shall describe the activities to be conducted on the License Area and the duration of such activities. All other notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Postal Service mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

Notice to Licensors:

Douglas County Government
Attn: Scott McEldowney, Deputy Director
Department of Open Space and Natural Resources
100 Third Street
Castle Rock, Colorado 80104
Phone: (303) 660-7400
Email: smceldow@douglas.co.us

with copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Phone: (303) 660-7414
Email: attorney@douglas.co.us

Notice to Licensee:

Louviers Water and Sanitation District
c/o Circuit Rider of Colorado
Attn.: Sarah Shepard, District Manager
P.O. Box 359
Littleton CO, 80160
Phone: (303) 482-1002
Email: sees@ccrider.us

17. General Provisions.

a. Governing Law; Venue. This Agreement shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Parties expressly waives the right to bring any action in or remove any action to any other jurisdiction, whether state or federal.

b. Severability. In the event any of the provisions of this Agreement 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 Agreement, 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. No Third-Party Beneficiaries. This Agreement is entered into by and between the Parties, and is solely for the benefit of the Parties and Douglas Land Conservancy, which is an express third-party beneficiary of this Agreement, and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond the Parties and Douglas Land Conservancy.

d. No Waiver of Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

e. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purposes of this Agreement, pursuant to § 29-1-110, C.R.S., as amended.

f. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

g. Headings; Recitals. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

h. Entire Agreement. The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by the Parties with the same formality as this Agreement.

i. Counterparts. This Agreement 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.

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the Effective Date set forth above.

LICENSEE:

LOUVIERS WATER AND SANITATION DISTRICT

Attest:

By: _____
Matt Collitt, President

By: _____
Name: _____
County Clerk and Recorder

S E A L

Approved as to form:

County Attorney's Office

LICENSOR:

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

By: _____
Douglas J. DeBord,
County Manager

APPROVED AS TO LEGAL FORM

Arielle J. Denis,
Assistant County Attorney

APPROVED AS TO FISCAL CONTENT

Andrew Copland,
Director of Finance

Exhibit A
License Agreement



LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY

A VARIABLE WIDTH LICENSE AGREEMENT TO ACCESS AND ENTER UPON REAL PROPERTY, BEING PART OF A PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 02052035 BOOK 2339 AT PAGE 1183 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 68 WEST AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST ALL OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3" BRASS CAPS IN CONCRETE STAMPED FISHER ENG. SERVICES JULY 1960, WHENCE A LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 4, BEING A 2.5" ALUMINUM CAP STAMPED WSSI PLS 23053 1987 BEARS S 01°18'09" W, A DISTANCE OF 2688.73 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS** FOR THIS DESCRIPTION;

THENCE S 64°43'59" E, A DISTANCE OF 532.16 FEET TO A COMMON CORNER OF SAID RECEPTION NO. 02052035 WITH THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 12, LOUVIERS AS RECORDED UNDER RECEPTION NO. 109325 OF SAID CLERK'S OFFICE, SAID COMMON CORNER BEING THE **POINT OF BEGINNING**;

THENCE N 07°28'21" W, A DISTANCE OF 92.40 FEET;

THENCE N 70°16'33" E, A DISTANCE OF 33.37 FEET;

THENCE S 37°56'15" E, A DISTANCE OF 129.32 FEET;

THENCE N 59°40'23" E, A DISTANCE OF 108.13 FEET;

THENCE N 02°38'03" E, A DISTANCE OF 136.33 FEET;

THENCE N 10°44'53" W, A DISTANCE OF 43.86 FEET;

THENCE N 42°02'33" E, A DISTANCE OF 23.70 FEET;

THENCE N 35°10'17" E, A DISTANCE OF 82.69 FEET;

THENCE S 18°32'26" E, A DISTANCE OF 140.16 FEET;



THENCE S 02°38'03" W, A DISTANCE OF 136.33 FEET;

THENCE S 14°32'14" W, A DISTANCE OF 96.54 FEET;

THENCE S 66°25'32" W, A DISTANCE OF 169.27 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, BLOCK 12;

THENCE ALONG SAID SOUTHEASTERLY LINE, ALSO BEING A LINE ON SAID RECEPTION NO. 02052035, N 45°38'37" W, A DISTANCE OF 157.70 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION CONTAINS 54,310 SQUARE FEET OR 1.25 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 24036 TE 1 (R1)

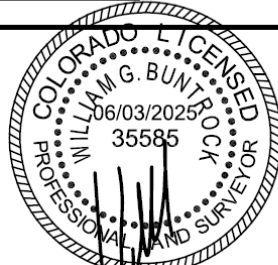
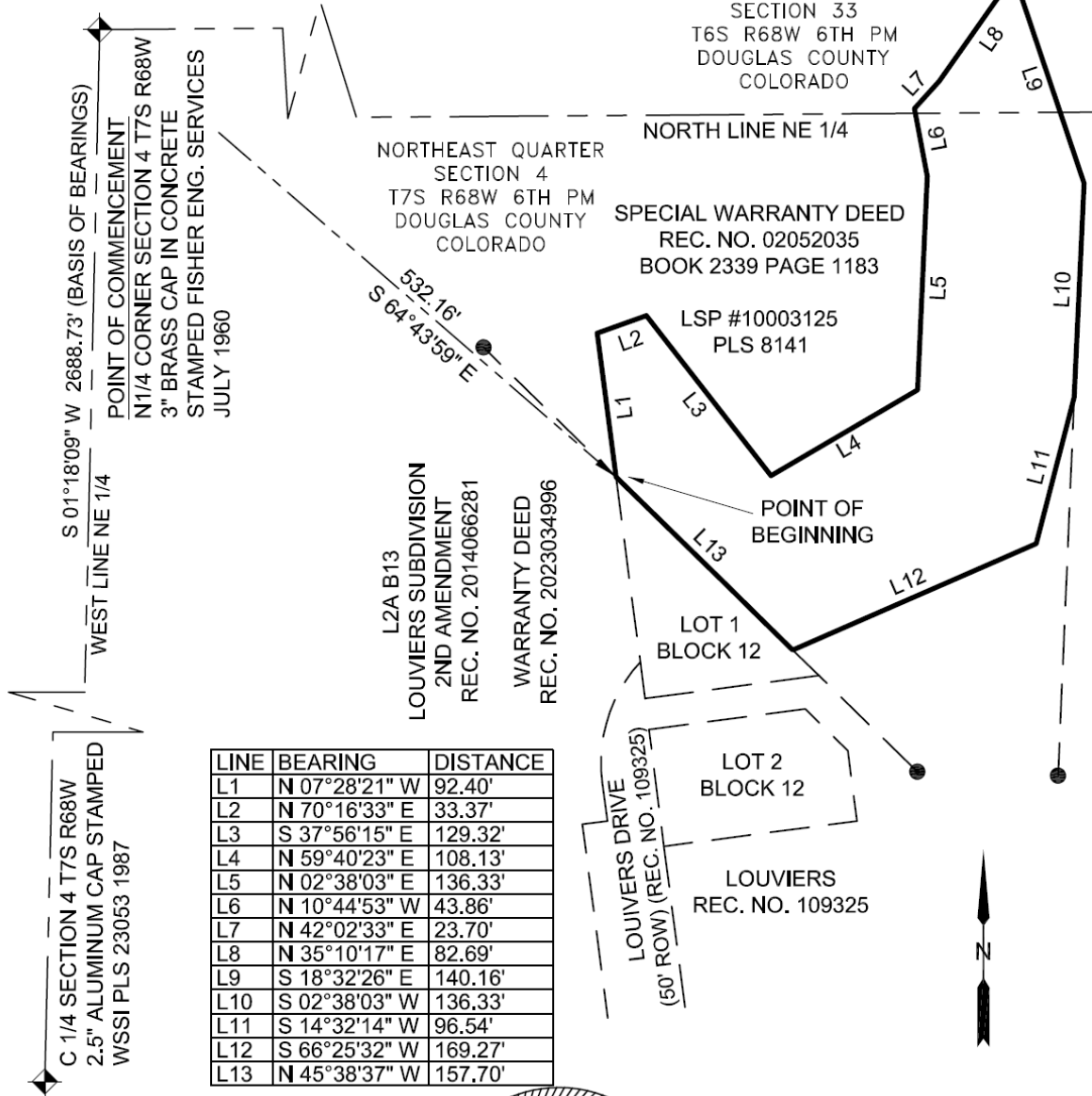
LICENSE AGREEMENT TO
ACCESS AND ENTER
UPON REAL PROPERTY

EXHIBIT A

PAGE 3 OF 3

54,310 SQUARE FEET
1.25 ACRES +/-

In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.



DATE	06/03/2025
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 24036
HORZ. SCALE	1" = 100'