

PERMANENT PIPELINE EASEMENT DEED

THIS GRANT OF EASEMENT ("Easement") is made this _____ DAY OF _____, 2024, between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY DOUGLAS, STATE OF COLORADO**, whose legal address is 100 Third Street, Castle Rock, Colorado 80104 ("Grantor"), and **DOMINION WATER & SANITATION DISTRICT**, whose legal address is 9250 E. Costilla Avenue, Suite 210, Greenwood Village, Colorado 80112 ("Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of **TEN DOLLARS AND NO 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 heirs, successors and assigns, a perpetual non-exclusive pipeline easement in, on, over, under, through and across the Grantor's real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein ("Easement Area"), for the purpose of constructing, operating, maintaining, repairing and removing the Eastern Regional Pipeline and the High Zone Tank ("Pipeline System"), in, under and upon the Easement Area. The Grantor hereby accords the Grantee the right to make all improvements, excavations and modifications requisite to the construction, operation, maintenance, repair and removal of the Pipeline System. This Easement shall be subject to the following terms and conditions:

1. The Pipeline System shall be constructed in accordance with the construction drawings approved by the Grantor and any other relevant Douglas County ordinances, resolutions and regulations. Prior to the initiation of construction, the construction drawings for the Pipeline System shall be submitted to the Grantor through the required review process, including the payment of appropriate fees.

2. The Grantee shall be responsible for the construction, operation, maintenance, repair and removal of the Pipeline System within the Easement Area and related improvements located thereon.

3. The Grantee shall have the right to enter, re-enter and use the Easement Area insofar as such use is consistent with and does not impair any grant or covenant herein contained. The Grantee shall have and may exercise the right of ingress and egress in, to, over, through and across the Easement Area for the purpose of constructing, operating, maintaining, repairing and removing the Pipeline System.

4. The Grantor reserves the right of ownership, use and occupancy of the Easement Area insofar as said ownership, use and occupancy do not unreasonably impair the rights granted to the Grantee in this grant. The Grantee's rights hereunder are non-exclusive, and the Grantor shall have the full right and authority to grant other easements or rights to use the Easement Area, provided such easement or use of the Easement Area do not unreasonably impair the rights granted to the Grantee herein.

5. The Grantee shall have the right to remove shrubs and vegetation within the Easement Area. The Grantee shall have the right to remove only those trees that are necessary for the construction of the Pipeline System and to allow movement of equipment necessary to the construction. The Grantee shall advise the Grantor seven (7) days in advance of such removal. The Grantee shall protect the existing vegetation adjacent to the Easement Area and shall reseed and mulch all disturbed areas and restore the general surface of the ground as nearly as may reasonably be done to the grade and condition it was in immediately prior to construction, except as necessary to accommodate the Pipeline System. For a period of two (2) years following the disturbance of the Easement Area and surrounding area by the Grantee, the Grantee shall maintain the surface elevation and quality of the soil by correcting any settling, subsiding or devegetation that may occur as a result of the work done by the Grantee.

6. The Grantor shall have the right to use and enjoy the Easement Area for any other purpose that is consistent with and does not unreasonably impair the Grantee's full enjoyment of the rights herein granted.

7. Prior to commencing construction and maintenance activities, the Grantee shall provide thirty (30) days notice to the Grantor and provide reasonable access across the Easement Area. However, if the Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Pipeline System, the Easement Area or other property in the proximity of the Easement Area, the Grantee may take such action without prior notice to the Grantor, provided that the Grantee shall notify the Grantor of such action as soon as reasonably possible.

8. If a permanent fence is impacted by any activity conducted by the Grantee, the Grantee shall provide a temporary fence at the perimeter of the Easement Area to isolate the work area. The Grantee shall then reset or replace any disturbed permanent fencing with like kind materials, approved by the Grantor, at a location to be mutually determined between the parties.

9. The Grantee shall conduct all its operations within the Easement Area in compliance with all applicable federal, state and local regulations concerning erosion control, grading permits, county project permitting and any other applicable regulations.

10. To the extent allowed by law, the Grantee shall indemnify and save harmless the Grantor from any and all suits, actions, claims, judgments, obligations or liabilities of every nature and description which arise from the construction, operation, maintenance, repair and removal of the Pipeline System; provided, however, that the Grantee need not indemnify or save harmless the Grantor from damages resulting from the sole negligence of the Grantor.

11. Any notice required under this Easement shall be in writing and mailed by certified mail to the respective parties at the addresses hereinabove given. The County Attorney shall be the representative of the Grantor to accept notice hereunder. In the event the Grantee should change the address hereinabove given during the term of this Easement, the Grantee shall notify the Grantor in writing of such change of address.

12. This Easement shall extend to and be binding upon the heirs, successors and assigns of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

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

By _____
Lora L. Thomas, Chair

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Lora L. Thomas, Chair, Board of County Commissioners of the County of Douglas, State of Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[SEAL]

IN WITNESS WHEREOF, the District has executed this Agreement as of the date first set forth above.

GRANTEE:

DOMINION WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
John Ostermiller, Officer of the District

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15 day of November, 2024, by John Ostermiller, as Officer of the Dominion Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.


Notary Public

My commission expires: 4-19-2027

[SEAL]

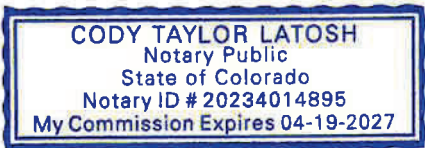


EXHIBIT "A"



NE COR SE1/4 NE1/4 SEC 7
T7S, R68W, 6TH P.M.
FOUND 2-1/2" ALUM. CAP
L.S. #6935

NE1/4 SEC. 7
T7S, R68W, 6TH P.M.
DOUGLAS COUNTY

W'LY SIDE
D.W.S.D.
EASEMENT

S06°10'43"W
576.18'(TIE)

OWNER:
DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
REC. NO. 2016074749
PARCEL NO.
2353-070-00-044

OWNER:
COLORADO DEPARTMENT OF NATURAL
RESOURCES DIVISION OF WILDLIFE
REC. NO. 9024174
PARCEL NO. 2353-080-00-018

PERMANENT EASEMENT
AREA=1,800 S.F.±
OR 0.041 ACRES±

L4
L3
L2

POINT OF
BEGINNING

BASIS OF BEARING
E. LINE SE1/4 NE1/4 SEC. 7
N00°47'28"W 1325.63'

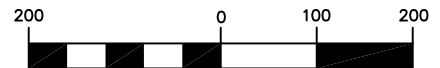
D.W.S.D.
EASEMENT
REC. NO.
2018053996

IREA ESMT
B1149 P185

WATERLINE ESMT
REC. 2006029985

E1/4 COR SEC 7
T7S, R68W, 6TH P.M.
FOUND 2-1/2" ALUM. CAP
L.S. #6935

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°47'28"E	60.00'
L2	S89°11'01"W	30.00'
L3	N00°47'28"W	60.00'
L4	N89°11'01"E	30.00'



1 inch = 200 ft.

- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) 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 AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.

PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS
9025 E. KENYON AVENUE, SUITE 150
DENVER, COLORADO 80237
TEL: 303-753-9799

CHKD. BY: A.S. SCALE: 1" = 200'
CHKD. BY: J.L. FILE: R12434
DATE: 08/19/24 SHEET: 1 OF 2

EASTERN REGIONAL
PIPELINE
PERMANENT EASEMENT
ACQUIRED FROM
DOUGLAS COUNTY
BOARD OF COUNTY
COMMISSIONERS

DWSD
DOMINION WATER & SANITATION DISTRICT
9250 E. COSTILLA AVE, SUITE 210
GREENWOOD VILLAGE, CO 80112

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 2016074749, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 7, ASSUMED TO BEAR N00°47'28"W A DISTANCE OF 1325.63 FEET FROM A 2-1/2" ALUMINUM CAP STAMPED L.S. #6935 FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 7 TO A 2-1/2" ALUMINUM CAP STAMPED L.S. #6935 FOUND AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7;

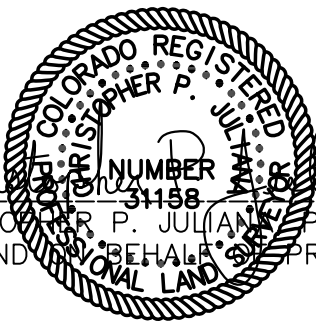
BEGINNING AT A POINT ON THE WESTERLY SIDE OF A D.W.S.D. EASEMENT DESCRIBED AT RECEPTION NO. 2018053996, SAID POINT BEARS S06°10'43"W A DISTANCE OF 576.18 FEET FROM SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE S00°47'28"E ALONG SAID WESTERLY SIDE A DISTANCE OF 60.00 FEET; THENCE S89°11'01"W A DISTANCE OF 30.00 FEET; THENCE N00°47'28"W A DISTANCE OF 60.00 FEET; THENCE N89°11'01"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; WHENCE SAID EAST QUARTER CORNER BEARS S06°05'28"E A DISTANCE OF 756.94 FEET.

SAID PARCEL CONTAINS 1,800 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Christopher P. Julian
 CHRISTOPHER P. JULIAN, P.L.S. 31158 08/19/24
 FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



PRECISION SURVEY & MAPPING
 PROFESSIONAL LAND SURVEYING CONSULTANTS
 9025 E. KENYON AVENUE, SUITE 150
 DENVER, COLORADO 80237
 TEL: 303-753-9799

CHKD. BY: A.S.
 CHKD. BY: J.L.
 DATE: 08/19/24

SCALE: 1" = 200'
 FILE: R12434
 SHEET: 2 OF 2

EASTERN REGIONAL
 PIPELINE
 PERMANENT EASEMENT
 ACQUIRED FROM
 DOUGLAS COUNTY
 BOARD OF COUNTY
 COMMISSIONERS

