

**GRANT OF UTILITY EASEMENT
(Underground Water Transmission Pipeline - King Ranch Estates)**

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 **PARKER WATER AND SANITATION DISTRICT**, a Colorado special district and political subdivision, whose address is 18100 East Woodman Drive, Parker, Colorado 80134 (“District”). Grantor and District, 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 District of the covenants and agreements herein contained.

3. Grant of Easement. Grantor hereby grants to District, its successors and assigns, a perpetual non-exclusive utility easement (“Easement”) on, over, under, through and across the Easement Property for the purpose of surveying, constructing, installing, operating, maintaining, repairing and replacing such water and sanitary sewer transmission lines, mains, pipes, and other buried or underground water improvements, facilities and appurtenances related thereto, including underground utilities, as the District determines necessary, subject to any required approved plans/permits (the “District 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 District by this Grant of Easement.

5. Prohibited Uses. It is specifically agreed that neither Grantor nor the District 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 District Improvements. Grantor 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 the District’s prior written consent; however, such limitation shall not preclude the planting of grass and other natural vegetation. The District 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; provided, however, that prior to the removal of any such structure or improvement, the District will notify Grantor to allow Grantor the opportunity to remove or cure the same. Additionally, if it is determined Grantor’s actions cause damage to the District Improvements, the cost to correct such violation or damage will be an obligation of Grantor to be paid by Grantor to District upon written demand by District together with adequate documentation of such costs. If Grantor fails to remit payment within sixty (60) days of written demand, District may seek such other remedies as may be available at law or in equity.

6. No Additional Uses. District, 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.

7. Access. District shall have the right to access the Easement Area via the adjoining property of Grantor during District's surveying, construction, installation, operation, maintenance, repair and replacement of the District Improvements as may be reasonably required; provided, however, that such activities shall not unreasonably interfere with Grantor's use and enjoyment of such adjoining premises.

8. Repair and Restoration. With the exception of the removal of those items enumerated or contemplated in paragraph 5 above or as necessarily modified to accommodate the District Improvements, upon the completion of any work authorized by this Easement, District shall restore the surface of the Easement Area, and any areas disturbed by District, 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. District shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

9. Removal of Equipment. Upon completion of any work authorized by this Easement, District 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.

10. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by District's activities, District 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.

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

12. Mechanic's and Materialmen's Liens. District covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, District or its agents pursuant to this Grant of Easement.

13. Compliance with Laws. District 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. District 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 maintenance and/or repair work.

14. Release. District, for itself and those claiming through District, 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 the Use of the Easement Area by District and its agents.

15. 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.

16. Environmental. District shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Area by District, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to construct, maintain and repair the District Improvements. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Area caused or permitted by District results in any contamination of the Easement Area, District shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Area to the condition existing prior to the introduction of any such Hazardous Material to the Easement Area, 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 Area. As used in this 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.

17. Right to Subjacent and Lateral Support. The District 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 District 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 District Improvements.

18. District Improvements and Right to Assign. The District shall be the owner of the District Improvements and agrees to assume all costs, expenses, liabilities and other responsibilities for the surveying, construction, installation, operation, maintenance, repair, and replacement of the District Improvements as permitted pursuant to this Easement Agreement. The District reserves the right and authority to grant licenses to a third party for the construction, installation, operation, maintenance, repair, and replacement of the District Improvements consistent with the terms of this Grant of Easement. The District may, without the prior written consent of Grantor, assign, in whole or in part, the rights to use and all obligations associated with the Grant of Easement herein to any appropriate governmental entity. Any other assignment of the Grant of Easement, in whole or in part, by the District, shall require the prior consent of Grantor, such consent not to be unreasonably withheld.

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 District’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. Grantor reserves the right to grant further easement interests in the Easement Area to third parties so long as such interests and uses are not inconsistent with, and do not unreasonably interfere with, the use of the Easement Area and benefits of this Easement by the District and its agents, successors, and assigns as described herein, such determination to be made by the District in its reasonable discretion. 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 District, is solely for the benefit of Grantor and District 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 District.

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

f. No Waiver of Governmental Immunity. The Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision 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., as amended.

g. 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DISTRICT:

PARKER WATER AND SANITATION DISTRICT

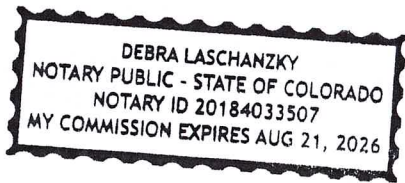
By: Ron R. Read
Name: Ron R. Read
Title: District Manager

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of FEBRUARY, 2025, by RON R. READ as DISTRICT MANAGER of Parker Water and Sanitation District.

Witness my hand and official seal

SEAL



Debra Laschanky
Notary Public

My commission expires: 8/21/26

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

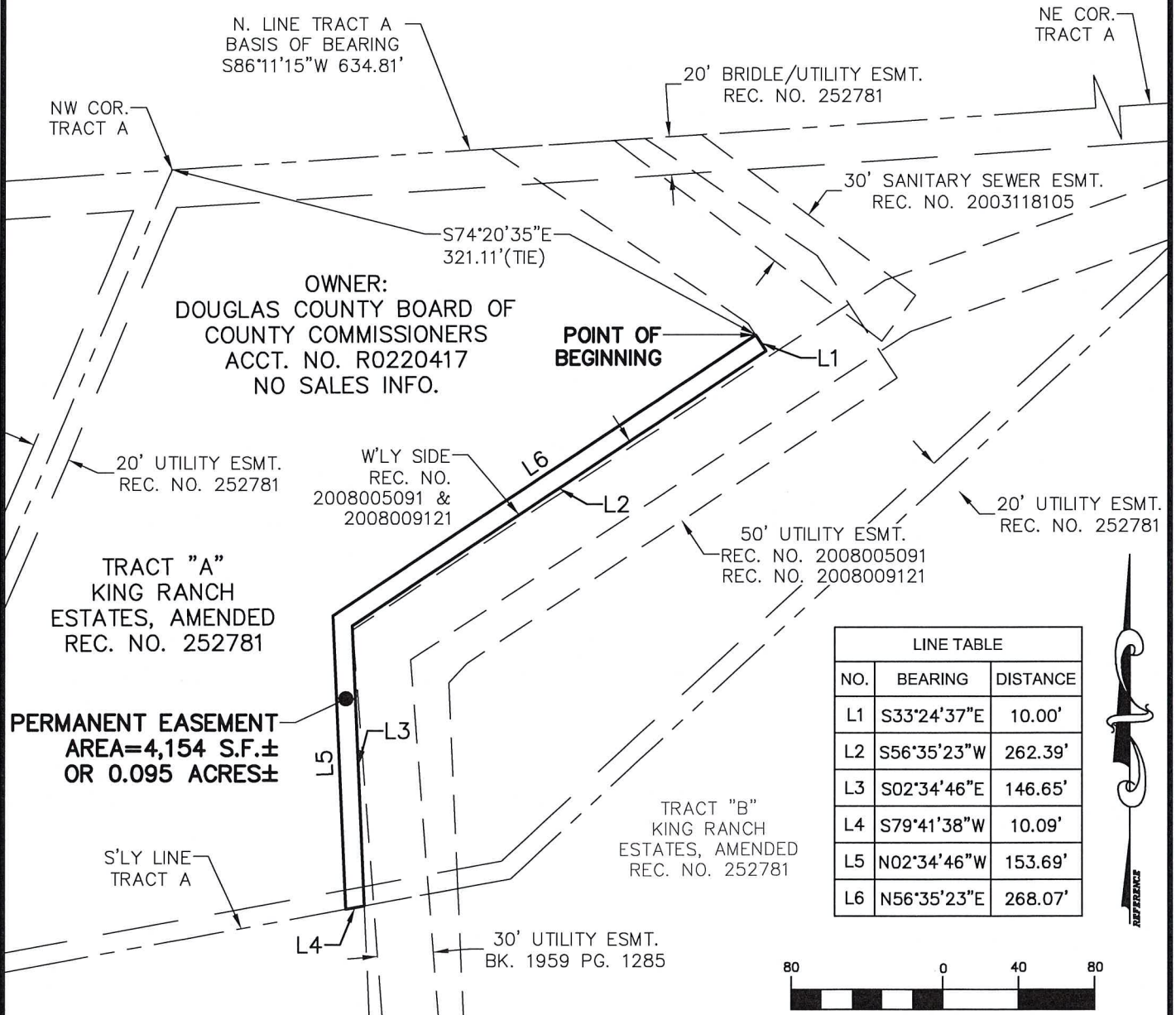
My commission expires: _____

EXHIBIT A

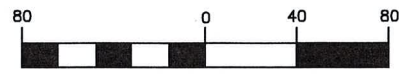
The Easement Property

EXHIBIT "A"

SW1/4 SECTION 27
T6S, R66W, 6TH P.M.
DOUGLAS COUNTY



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S33°24'37"E	10.00'
L2	S56°35'23"W	262.39'
L3	S02°34'46"E	146.65'
L4	S79°41'38"W	10.09'
L5	N02°34'46"W	153.69'
L6	N56°35'23"E	268.07'



- 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

DRN. BY: A.S.
CHKD. BY: R.U.
DATE: 12/11/23
SCALE: 1" = 80'

FILE: R13738
SHEET: 1 OF 2
W/O #:

PERMANENT EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT A, KING RANCH ESTATES AMENDED, FILED IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 252781, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

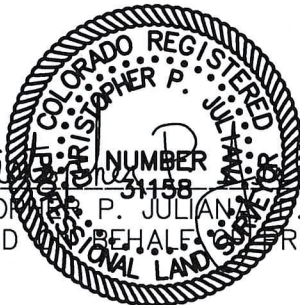
BASIS OF BEARING OF THIS DESCRIPTION IS ALONG THE NORTH LINE OF SAID TRACT A, ASSUMED TO BEAR S86°11'15"W A DISTANCE OF 634.81 FEET FROM THE NORTHEAST CORNER OF SAID TRACT A TO THE NORTHWEST CORNER OF SAID TRACT A;

BEGINNING AT A POINT ON THE WESTERLY SIDE OF A 50' UTILITY EASEMENT DESCRIBED AT RECEPTION NO. 2008005091 AND RECEPTION NO. 2008009121, FILED IN SAID CLERK AND RECORDER'S OFFICE, SAID POINT BEARS S74°20'35"E A DISTANCE OF 321.11 FEET FROM SAID NORTHWEST CORNER;

THENCE ALONG SAID WESTERLY SIDE THE FOLLOWING THREE (3) COURSES: 1). THENCE S33°24'37"E A DISTANCE OF 10.00 FEET; 2). THENCE S56°35'23"W A DISTANCE OF 262.39 FEET; 3). THENCE S02°34'46"E A DISTANCE OF 146.65 FEET TO THE SOUTHERLY LINE OF SAID TRACT A; THENCE S79°41'38"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.09 FEET; THENCE N02°34'46"W A DISTANCE OF 153.69 FEET; THENCE N56°35'23"E A DISTANCE OF 268.07 FEET TO THE POINT OF BEGINNING; WHENCE SAID NORTHEAST QUARTER BEARS N68°19'24"E A DISTANCE OF 348.88 FEET.

SAID PARCEL CONTAINS 4,154 SQUARE FEET OR 0.095 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 12/11/23
CHRISTOPHER P. JULIAN, L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



PRECISION SURVEY & MAPPING
PROFESSIONAL LAND SURVEYING CONSULTANTS

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**PERMANENT
EASEMENT**