

EXHIBIT 5

EASEMENT AGREEMENT (FILING 15 SANITARY SEWER NO. 2)

EASEMENT AGREEMENT
(FILING 15 SANITARY SEWER NO. 2)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **ROXBOROUGH VILLAGE METROPOLITAN DISTRICT**, a quasi municipal corporation and political subdivision of the State of Colorado, whose address is c/o CliftonLarsonAllen, LLP, Attn: Anna Jones, District Manager, 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111-2814, (the "Grantor"), hereby grants, bargains, sell and conveys to **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO 80125, (the "District"), its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer lines or pipes, buried or underground water and sanitary sewer improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Douglas County, Colorado, more particularly described as that portion of Sanitary Sewer No. 2, as shown on Exhibit "A" attached hereto and incorporated herein by this reference, which is located within Tract A, Roxborough Village Filing No. 15, (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by Grantor and is accepted by District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purposes necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The District shall not construct or place any structure, building, street light, power pole, yard light, mailbox, or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises without prior written approval from the Grantor which shall not be unreasonably withheld.
3. The Grantor shall consult with the District prior to constructing any improvement within the Premises to ensure, to the maximum extent practical, that such improvement does not interfere with the District's use of the Easement.
4. The District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement.
5. The District shall have the right, upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair,

replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

6. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein shall be abandoned by the District by written notice to Grantor, such Easement shall be extinguished without any further action of Grantor or District, and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

9. The Grantor reserves the right to grant further easement interest in the Premises to other Districts so long as such interest and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

10. The District shall have the right to grant licenses upon reasonable notice to the Grantor, to its permitted assigns, contractors or agents, in order to carry out the District's business and the purpose of this Easement. However, such grant shall not release the District from any of its obligations or liabilities under this Easement.

11. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

12. District shall not create or permit any liens of any nature to be placed upon the Premises. In the event any lien is placed upon the Premises, District will remove the same within 30 days thereafter at its own expense.

13. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees and costs from the non-prevailing party, as determined by the court.

14. Any notice, request or demand under this Agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first

business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

GRANTOR: Clifton Larson Allen LLP
Attn: Anna Jones, District Manager
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111-2814

With a Copy to: Folkestad Fazekas Barrick & Patoile, P.C.
Attn: Kathryn T. James
18 South Wilcox Street, Suite 200
Castle Rock, CO 80104

DISTRICT: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125

With a copy to: Alan D. Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 225
Denver, CO 80237

or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this 18th
day of September, 2018.

GRANTOR:

ROXBOROUGH VILLAGE METROPOLITAN
DISTRICT

By: *Debra Prysby*
~~Calvin Brown, President~~
Debra Prysby, vice President

ATTEST:

Ronald E Bendall
Ronald Bendall, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 18th day of
September, 2018, by ~~Calvin Brown~~ as ~~President~~ and by Ronald Bendall as
Secretary/Treasurer of the Roxborough Village Metropolitan District.

Debra Prysby
as vice President

Kathryn T James
Notary Public
My commission expires: 11/27/2021

(SEAL)

KATHRYN T JAMES
Notary Public
State of Colorado
Notary ID # 20094038198
My Commission Expires 11-27-2021

DISTRICT:

ROXBOROUGH WATER AND SANITATION DISTRICT

By: [Signature]
Its: General Manager

ATTEST:

[Signature]

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Easement Agreement was acknowledged before me this 10th day of September, 2018, by Barbara BIAS as General Manager and Mike Mancum as Director of Operations of the Roxborough Water and Sanitation District.

My commission expires: January 19, 2021

(SEAL)

Lucie Taylor
Notary Public
State of Colorado
Notary ID 20174003080
My Commission Expires January 19, 2021

[Signature]
Notary Public
My commission expires: January 19, 2021

Exhibit "A"
To Easement Agreement
(Filing 15 Sanitary Sewer No. 2)

99104858 - 12/27/99 13:32 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER
B1792 - P2002 - \$40.00 - D.F. EXEMPT - 7/ 8

Sanitary Sewer Easement No. 2

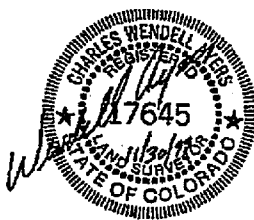
A sanitary sewer easement located in the Northeast 1/4 of Section 11, Township 7 South, Range 69 West of the 6th P.M., County of Douglas, State of Colorado.

Commencing at the northeast corner of said Section 11, thence S23°12'57"W, a distance of 291.16 feet to a point on the westerly line of an existing 30 foot wide sanitary sewer easement recorded at Book 802, Page 310 of Douglas County Records, thence along said easement the following two courses:

- 1) S02°13'00"W a distance of 4.99 feet;
- 2) S01°01'45"E a distance of 16.50 feet;

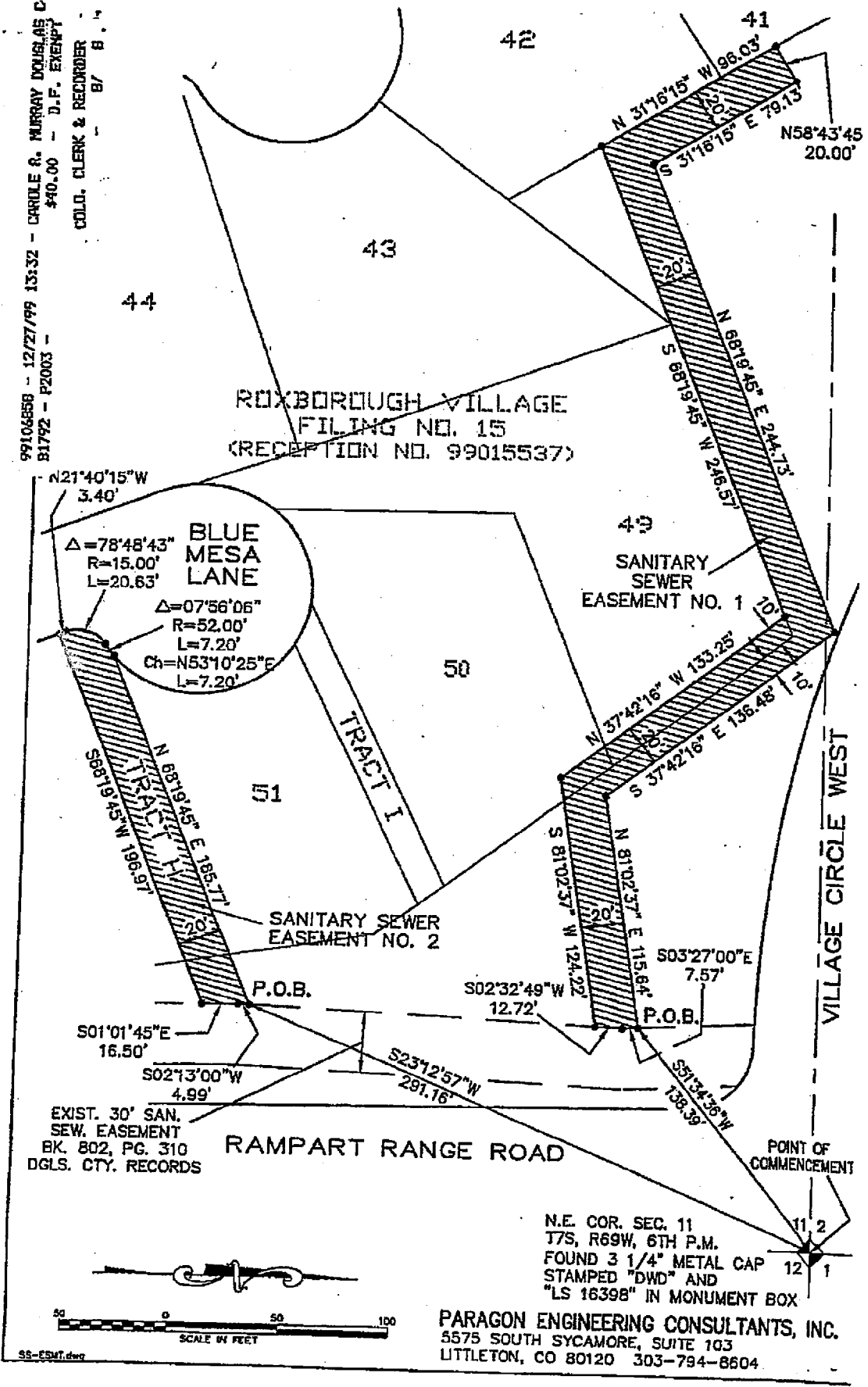
thence S68°19'45"W a distance of 196.97 feet to a point on the easterly right-of-way of Blue Mesa Lane; thence N21°40'15"W along said right-of-way a distance of 3.40 feet to a point of curve; thence along the arc of curve to the right having a radius of 15.00 feet, a central angle of 78°48'43" and a length of 20.63 feet to a point of reverse curve; thence along the arc of curve to the left having a radius of 52.00 feet, a central angle of 07°56'06", a length of 7.20 feet and a chord that bears N53°10'25"E a distance of 7.20 feet; thence N68°19'45"E a distance of 185.77 feet to the Point of Beginning.

Containing 3,941 square feet or 0.09 acres more or less.



99104858 - 12/27/99 13:52 - CAROLE R. MURRAY DOUGLAS D
\$40.00 - J.F. EXEMPT
COLD. CLERK & RECORDER
B7 B

ROXBOROUGH VILLAGE
FILING NO. 15
(RECEPTION NO. 99015537)



N.E. COR. SEC. 11
T7S, R69W, 6TH P.M.
FOUND 3 1/4" METAL CAP
STAMPED "DWD" AND
"LS 16398" IN MONUMENT BOX
PARAGON ENGINEERING CONSULTANTS, INC.
5575 SOUTH SYCAMORE, SUITE 103
LITTLETON, CO 80120 303-794-8604