

**EXHIBIT 2**

**EASEMENT AGREEMENT (ZONE 1 WATERLINE PROJECT)**

**EASEMENT AGREEMENT  
(ZONE 1 WATERLINE PROJECT)**

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 sells and quitclaims 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 water lines or pipes, buried or underground water 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 those portions of the easements shown on Exhibits "A" and "B" attached hereto and incorporated herein by this reference which are located within Tracts A and C, 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, and further provided that District shall restore such adjoining premises to the same condition it was in immediately prior to District's exercise of this right.

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 IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement  
this 17<sup>th</sup> day of July, 2018.

GRANTOR:

ROXBOROUGH VILLAGE METROPOLITAN  
DISTRICT

By: [Signature]  
Calvin Brown, President

ATTEST:

[Signature]  
Ronald Bendall, Secretary/Treasurer

STATE OF COLORADO        )  
                                          ) ss.  
COUNTY OF DOUGLAS     )

The foregoing Easement Agreement was acknowledged before me this 17<sup>th</sup> day  
of July, 2018, by Calvin Brown as President and by Ronald Bendall as  
Secretary/Treasurer of the Roxborough Village Metropolitan District.

(SEAL) 

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

[Signature]  
Notary Public  
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 6th  
day of September, 2018, by Barbara Biggs as General  
Manager and Mike Marcum as Director of Operations  
of the Roxborough Water and Sanitation District.

(SEAL)

Lucie Taylor  
Notary Public  
My commission expires: January 19, 2021

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

Exhibit "A"  
To Easement Agreement  
(Zone 1 Waterline Project)

99106752 - 12/27/99 13:00 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER  
B1792 - P1493 - \$40.00 - 71 8

LEGAL DESCRIPTION

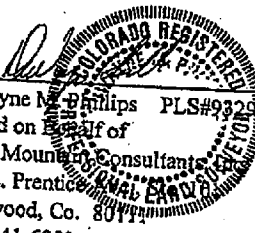
A parcel of land located in the Northeast Quarter of Section 11, Township 7 South, Range 69 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado being more particularly described as follows:

Commencing at the Southwest corner of Lot 71, as shown on the Plat of Roxborough Village Filing No. 15, filed for record in the Office of the Douglas County Clerk and Recorder in Reception Number 99015537; Thence North 88°58'52" East, along the South line of said Lot 71, a distance of 120.79 feet, to the True Point of Beginning;

Thence North 01°00'42" West, along a line 10 feet West of and parallel with the East line of said Lot 71, a distance of 384.07 feet; Thence North 01°01'45" West, along a line 10 feet West of and parallel with the West Right-of-Way of Rampart Range Road, a distance of 267.79 feet, to a point on the East line of Lot 65 of said Plat; Thence South 11°44'43" East, along the East lines of Lots 65 and 66, of said Plat, a distance of 53.78 feet, to the West Right-of-Way of Rampart Range Road; Thence South 01°00'42" West, along the East lines of Lots 68 through 71 of said Plat, a distance of 384.07 feet; Thence South 88°58'52" West, along the South line of said Lot 71, a distance of 10.00 feet, to the True Point of Beginning.

Containing 6,254 square feet or 0.144 acres, more or less.  
Bearings are based on the South line of said Lot 71, being North 88°58'52" East.

**UNOFFICIAL COPY**

  
DuWayne M. Phillips PLS#9320  
For and on behalf of  
Rocky Mountain Consultants  
8301 E. Prentice  
Englewood, Co. 80111  
(303) 741-6000

Date: 10/11/99

Roxborough Park Metro District  
Easement  
RMC Job No. 1499,054.01  
Doc. P:\Projects\Ingram\1499054\Esmt2.wpd  
August 27, 1999 VRI



99106752 - 12/27/99 13:00 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER  
B1792 - P1484 - \$40.00 8/ 9

# EXHIBIT

ROXBOROUGH VILLAGE  
FILING NO. 15  
REC. NO. 99015537

AREA = 6254 S.F.  
OR 0.144 ACRES

EAST LINE NE 1/4 SEC. 11

S 11°44'43" E  
53.78'

UNOFFICIAL COPY

P.O.C.

SW COR. LOT 71  
ROXBOROUGH VILLAGE  
FILING NO. 15

N 01°00'42" W 384.07' N 01°45' W 287.79'  
S 01°00'42" E 384.07' S 01°45' E 214.85'

ROAD

RANGE

RAMPART

N 88°58'52" E  
120.78'  
BASIS OF BEARINGS  
T.P.O.B.

S 88°58'52" W  
10.00'



SCALE: 1" = 200'

E. 1/4 COR. SEC. 11,  
T7S, R69W, 6TH P.M.

NOTES:  
BASIS OF BEARINGS BASED ON THE  
SOUTH LINE OF LOT 71 AS SHOWN  
ON THE PLAT OF ROXBOROUGH VILLAGE  
FILING NO. 15, BEING N 89°58'52" E.

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

ROCKY MOUNTAIN CONSULTANTS, INC.

SHEET 2 OF 2

8301 E. Prentice Ave. Suite 101 Englewood, CO 80111 (303) 741-6000 FAX (303) 741-6106

Job NO. 1489.054.01

DATE 08/27/99 VRI

REVISED

Exhibit "B"  
To Easement Agreement  
(Zone 1 Waterline Project)

99106753 - 12/27/99 13:00 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER  
81792 - P1491 - \$40.00 - 7/ 8

LEGAL DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 11, Township 7 South, Range 69 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado being more particularly described as follows:

Commencing at the Southwest corner of Lot 71, as shown on the Plat of Roxborough Village Filing No. 15, on file for record in the Office of the Douglas County Clerk and Recorder, in Reception Number 99015537; Thence North 89°58'52" East, along the South line of said Lot 71, a distance of 130.79 feet; Thence North 01°00'42" West, along the East line of Lots 68 through 71 of said recorded Plat, a distance of 384.07 feet; Thence North 01°01'45" West, along the West Right-of-Way of Rampart Range Road, a distance of 214.95 feet, to the True Point of Beginning;

Thence North 11°44'43" West, a distance of 53.78 feet; Thence North 01°01'45" West, along a line 10 feet West of and parallel with the West Right-of-Way of Rampart Range Road, non-tangent to the following curve, a distance of 1372.43 feet, to the South Right-of-Way of Village Circle West, as shown on said recorded Plat; Thence along said South Right-of-Way, along a curve to the right, having a central of 46°10'49", a radius of 32.50 feet, an arc length of 26.19 feet, a chord bearing of South 24°07'34" East and a chord distance of 25.49 feet, to the West Right-of-Way of Rampart Range Road; Thence South 01°01'45" East, along said West Right-of-Way, a distance of 1401.82 feet, to the True Point of Beginning.

Containing 13,916 square feet or 0.319 acres, more or less.

UNOFFICIAL COPY

Bearings are based on the South line of said Lot 71, being North 89°58'52" East.

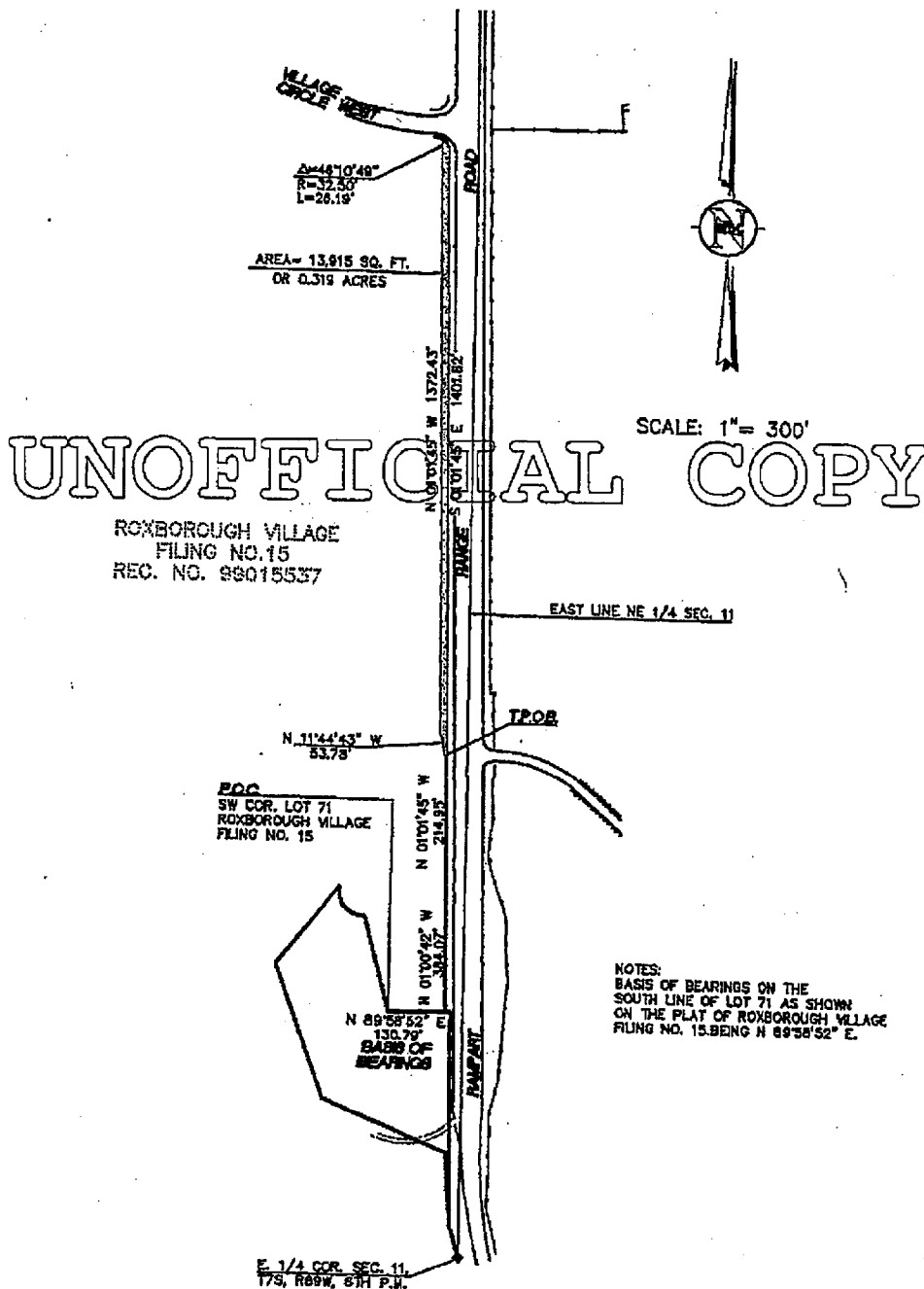
*DuWayne M. Phillips*  
DuWayne M. Phillips PLS#9533  
For and on Behalf of  
Rocky Mountain Consultants, Inc.  
8301 E. Prentice St., Ste. 100  
Englewood, Co. 80112  
(303) 741-6000

Date: 10/11/99

Roxborough Park Metro District  
Easement  
RMC Job No. 1499.054.01  
Doc. P:\Projects\Ingram\1499054\Esm4.wpd  
August 27, 1999 VRI

99106753 - 12/27/99 13:00 - CAROLE R. MURRAY DOUGLAS CO. COLO. CLERK & RECORDER  
B1792 - P1492 - \$40.00 8/ 8

# EXHIBIT



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