

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 19-10

Authorization for the Executive Director to Execute a Temporary Construction Easement Agreement
and an Easement Deed to the City of Centennial

WHEREAS, SEMSWA has been organized to manage and maintain regional stormwater facilities within its boundaries; and

WHEREAS, the City of Centennial is proposing a Regional Recreational Trail along Lone Tree Creek; and

WHEREAS, Pond L-3 is located on fee-simple property owned by SEMSWA, described as Tract C, Block 3, Castlewood Filing 5; and

WHEREAS, the City of Centennial has proposed to construct a portion of the Regional Recreation Trail along the edge of the SEMSWA owned property; and

WHEREAS, SEMSWA staff has determined that construction of the proposed trail will not interfere with the function or maintenance of Pond L-3; and

WHEREAS, attached hereto is a Temporary Construction Easement Agreement and an Easement Deed (Recreation Trail), and associated exhibits which are necessary for the Construction and Maintenance of the Regional Recreational Trail proposed by the City of Centennial.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director of SEMSWA to enter into a Temporary Construction Easement Agreement and grant an Easement Deed (Easement Trail) to the City of Centennial for the Regional Recreational Trail as proposed.

SOUTHEAST METRO STORMWATER AUTHORITY
acting by and through
SEMSWA WATER ACTIVITY ENTERPRISE

Date: _____

ATTEST:

Secretary

Chairperson

APPROVED AS TO FORM:
Attorney for
Southeast Metro Stormwater Authority

By _____
Edward J. Krisor

After recording, return to:

City of Centennial
City Attorney's Office
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2019 by Southeast Metro Stormwater Authority, a Political Subdivision of the State of Colorado, whose mailing address is 7437 South Fairplay St., Centennial, CO 80112, (“Grantor”), and the CITY OF CENTENNIAL, a Colorado home rule municipality, whose address is 13133 East Arapahoe Road, Centennial, CO 80112 (“City” or “Grantee”). City and Grantor are collectively referred to herein as (the “Parties”).

Grantor is the owner of the real property described in Exhibit A attached hereto and incorporated herein by this reference.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby conveys, transfers, and delivers to the Grantee its employees, authorized permittees, contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors and assigns, a Temporary Construction Easement (the “Temporary Construction Easement”) on, across, under and through the real property in Arapahoe County described and depicted in Exhibit B and Exhibit C attached hereto and incorporated by this reference, to facilitate the City’s construction of a recreation trail and related improvements (the “Project”).

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to do all things reasonably necessary to construct and install the Project including, but not limited to, access, excavating and moving earth and the stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Temporary Construction Easement, the Grantee shall restore the Temporary Construction Easement to substantially the same condition it was in prior to Grantee’s use. The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until October 31, 2020 or until the Project has been completed, whichever first occurs. The City may extend the Temporary Construction Easement until April 1, 2021 by giving written notice to Grantor on or before September 30, 2020.
2. During Grantee’s construction activities, the Parties agree that Grantor’s access to the Temporary Construction Easement shall be limited.
3. Upon termination of this Agreement, all covenants in this instrument are released and the Temporary Construction Easement shall be considered free and clear of any restriction or

any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement.

4. The Temporary Construction Easement shall allow the City and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Construction Easement during the construction of the Project.

5. Grantor covenants and agrees that it has good title to the Temporary Construction Easement and that it has good and lawful right to grant this Temporary Construction Easement to the City.

6. Grantor reserves all rights attendant to its ownership of the Temporary Construction Easement, including but not limited to the use and enjoyment of the Temporary Construction Easement for all purposes not inconsistent with the terms and conditions of this Agreement.

7. To the extent permitted by law, Grantee hereby agrees to defend, indemnify and hold Grantor harmless from any and all liability, costs, damages or expenses arising directly or indirectly from Grantee's use of the Temporary Construction Easement.

8. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:	Southeast Metro Stormwater Authority 7437 South Fairplay St. Centennial, CO 80112
With a copy to;	Edward J. Krisor Attorney At Law 3900 S. Wadsworth Blvd., Suite 320 Lakewood, CO 80235
If to Grantee:	City of Centennial Attn: Community Development Director 13133 East Arapahoe Road Centennial, CO 80112
With a copy to:	City of Centennial City Attorney 13133 East Arapahoe Road, Suite 100 Centennial, CO 80112

9. This Agreement represents the entire agreement between the Grantor and the City as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this

Agreement must be in writing and signed by both the City Manager and the Grantor.

10. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of Colorado law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Arapahoe, Colorado.

11. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Temporary Construction Easement Agreement on the date first written above.

GRANTOR

Southeast Metro Stormwater Authority

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of Southeast Metro Stormwater Authority.

My commission expires: _____

Notary Public

GRANTEE

CITY OF CENTENNIAL, a Colorado home rule municipality

By: _____

Matt Sturgeon, City Manager
(pursuant to Sec. 2-2-130(b)(2) of the
Centennial Municipal Code)

EXHIBIT A
TRACT "C", BLOCK 3, CASTLEWOOD FILING NO. 5, CITY OF
CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO

EXHIBIT B **LEGAL DESCRIPTION** **TEMPORARY EASEMENT PARCEL NUMBER: TE-15**

A tract or parcel of land over and across that parcel of land described as Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County, located in the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:

For the purposes of this description the bearings are referenced to the East Line of the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, bearing North 00°05'38" East, a distance of 2645.85 feet. Monumented by a 2 $\frac{1}{2}$ " Aluminum Cap stamped LS 11434 1984 at the Southeast Corner of Section 24 and by a 2 $\frac{1}{2}$ " Aluminum Cap stamped PLS 23881 1995 at the East Quarter Corner of Section 24.

Commencing at the East Quarter Corner of Section 24, Township 5 South, Range 67 West of the 6th Principal Meridian;

THENCE South 62°47'15" West, a distance of 2924.98 feet to the south line of Tract "C", Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County and the Point of Beginning, whence the southwest corner of said Tract "C" bears North 89°55'15" West, a distance of 59.69 feet;

THENCE North 89°55'15" West, along said south line, a distance of 10.75 feet;

THENCE along a curve to the right, an arc length of 26.63 feet, said curve having a radius of 94.02 feet, a delta angle of 16°13'31", a chord bearing of North 80°25'33" East and a chord length of 26.54 feet;

THENCE North 88°32'19" East, a distance of 20.46 feet;

THENCE North 89°33'05" East, a distance of 106.95 feet;

THENCE along a curve to the left, an arc length of 44.23 feet, said curve having a radius of 51.59 feet, a delta angle of 49°07'20", a chord bearing of North 66°03'44" East and a chord length of 42.88 feet;

THENCE North 49°59'07" East, a distance of 6.68 feet to the easterly line of said Tract "C";

THENCE South 33°30'45" West, along said easterly line, a distance of 5.98 feet;

THENCE along a curve to the right, an arc length of 46.18 feet, said curve having a radius of 55.00 feet, a delta angle of 48°06'24", a chord bearing of South 65°20'29" West and a chord length of 44.83 feet;

THENCE South 89°23'41" West, a distance of 122.42 feet.

THENCE along a curve to the left, an arc length of 20.86 feet, said curve having a radius of 95.00 feet, a delta angle of 12°34'57", a chord bearing of South 83°06'13" West and a chord length of 20.82 feet to the Point of Beginning.

Containing 415 Square Feet, or 0.010 Acres, more or less.

Together with:



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER
SOUTHEAST METRO
STORMWATER AUTHORITY

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 1 OF 3

TEMPORARY EASEMENT
PARCEL NO. TE-15

SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
 COLORADO

THIS DOES NOT REPRESENT
 A MONUMENTED SURVEY.



EXHIBIT B
LEGAL DESCRIPTION
TEMPORARY EASEMENT PARCEL NUMBER: TE-15

A tract or parcel of land over and across that parcel of land described as Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County, located in the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:

For the purposes of this description the bearings are referenced to the East Line of the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, bearing North 00°05'38" East, a distance of 2645.85 feet. Monumented by a 2 $\frac{1}{2}$ " Aluminum Cap stamped LS 11434 1984 at the Southeast Corner of Section 24 and by a 2 $\frac{1}{2}$ " Aluminum Cap stamped PLS 23881 1995 at the East Quarter Corner of Section 24.

Commencing at the East Quarter Corner of Section 24, Township 5 South, Range 67 West of the 6th Principal Meridian;

THENCE South 80°43'10" West, a distance of 2248.42 feet to the north line of Tract "C", Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County and the Point of Beginning, whence the northeast corner of said Tract "C" bears South 89°55'15" East, a distance of 32.01 feet;

THENCE South 89°55'15" East, along said north line, a distance of 5.23 feet;

THENCE along a curve to the right, an arc length of 36.63 feet, said curve having a radius of 108.81 feet, a delta angle of 19°17'17", a chord bearing of South 03°19'07" East and a chord length of 36.46 feet;

THENCE South 09°12'31" West, a distance of 82.04 feet to the easterly line of said Tract "C";

THENCE South 17°51'10" West, along said easterly line, a distance of 13.31 feet;

THENCE North 09°12'31" East, a distance of 36.05 feet.

THENCE along a curve to the left, an arc length of 16.52 feet, said curve having a radius of 109.00 feet, a delta angle of 08°40'56", a chord bearing of North 04°52'03" East and a chord length of 16.50 feet;

THENCE North 00°32'15" East, a distance of 72.20 feet;

THENCE South 89°49'03" East, a distance of 2.00 feet;

THENCE North 00°10'57" East, a distance of 5.83 feet to the Point of Beginning.

Containing 701 Square Feet, or 0.016 Acres, more or less.

Together with:

A tract or parcel of land over and across that parcel of land described as Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County, located in the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:


<small>OWNER</small> SOUTHEAST METRO STORMWATER AUTHORITY <hr/> <small>APN. 2075-24-4-12-002</small> <small>CALC: AVV DATE: 4/14/2017</small> <small>DRWN: AVV JOB No. 1503-019</small> <small>SHEET 2 OF 3</small>		TEMPORARY EASEMENT PARCEL NO. TE-15 <hr/> SE 1/4 SEC. 24, T.5S., R.67W. <hr/> ARAPAHOE COUNTY, COLORADO			<small>THIS DOES NOT REPRESENT A MONUMENTED SURVEY.</small> <hr/> 
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EXHIBIT B
LEGAL DESCRIPTION
TEMPORARY EASEMENT PARCEL NUMBER: TE-15

Continued

For the purposes of this description the bearings are referenced to the East Line of the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, bearing North 00°05'38" East, a distance of 2645.85 feet. Monumented by a 2 $\frac{1}{2}$ " Aluminum Cap stamped LS 11434 1984 at the Southeast Corner of Section 24 and by a 2 $\frac{1}{2}$ " Aluminum Cap stamped PLS 23881 1995 at the East Quarter Corner of Section 24.

Commencing at the East Quarter Corner of Section 24, Township 5 South, Range 67 West of the 6th Principal Meridian;

THENCE South 74°35'30" West, a distance of 2356.55 feet to the easterly line of Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County and the Point of Beginning, whence the northeast corner of said Tract "C" bears North 17°51'10" East, a distance of 276.81 feet;

THENCE North 00°58'15" East, a distance of 240.26 feet;

THENCE North 56°20'03" West, a distance of 29.01 feet;

THENCE South 89°54'00" East, a distance of 50.88 feet;

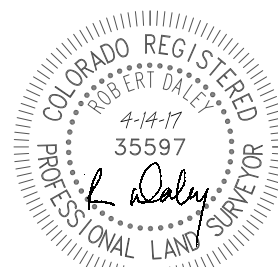
THENCE South 00°31'36" West, a distance of 70.54 feet;

THENCE along a curve to the right, an arc length of 13.49 feet, said curve having a radius of 89.00 feet, a delta angle of 08°40'56", a chord bearing of South 04°52'03" West and a chord length of 13.47 feet;

THENCE South 09°12'31" West, a distance of 167.61 feet to said easterly line;

THENCE South 17°51'10" West, a distance of 7.15 feet to the Point of Beginning.

Containing 4779 Square Feet, or 0.110 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER

**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 3 OF 3

**TEMPORARY EASEMENT
PARCEL NO. TE-15**

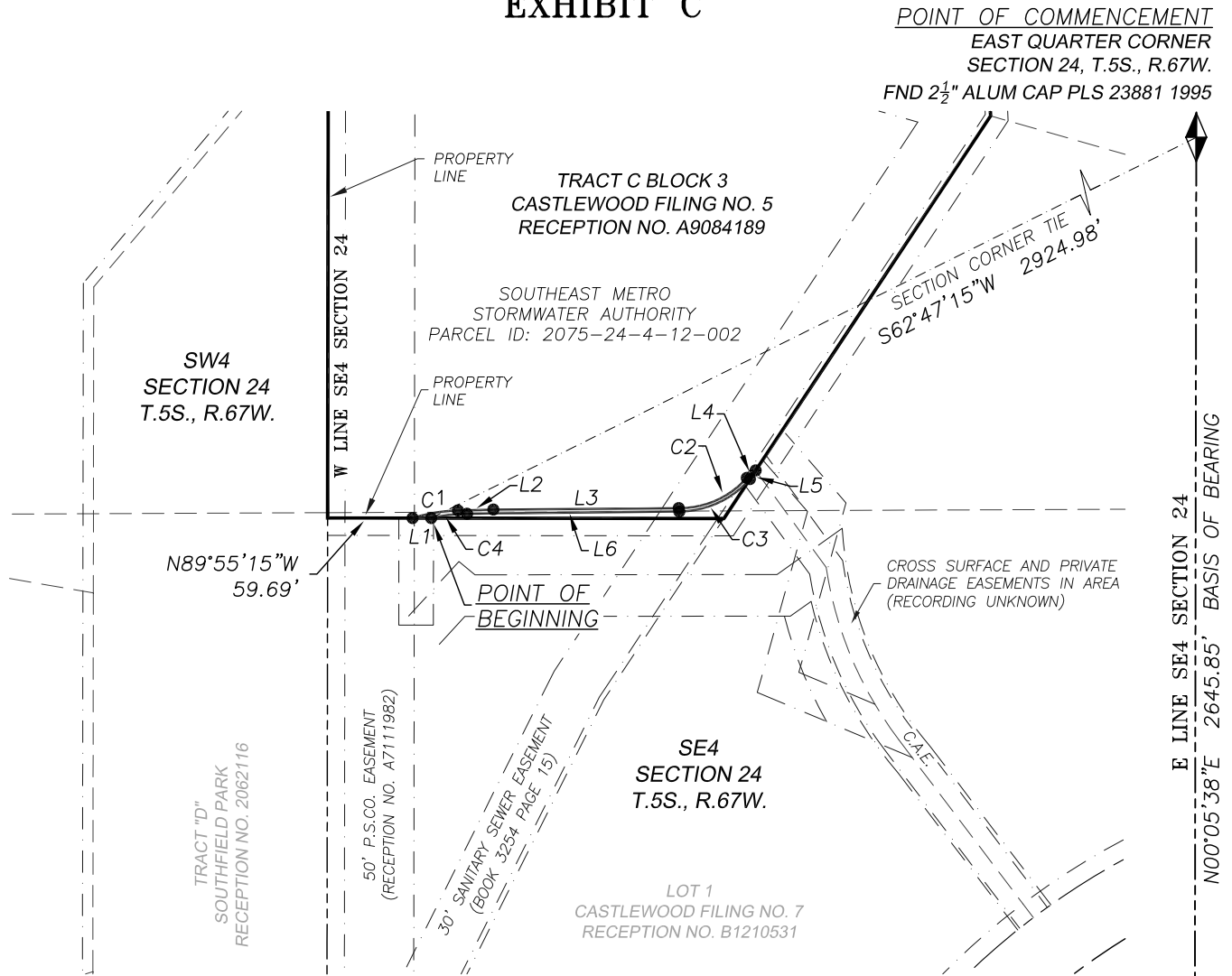
SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



EXHIBIT C



LINE	BEARING	DISTANCE
L1	N89°55'15"W	10.75'
L2	N88°32'19"E	20.46'
L3	N89°33'05"E	106.95'
L4	N49°59'07"E	6.68'
L5	S33°30'45"W	5.98'
L6	S89°23'41"W	122.42'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.63'	94.02'	16°13'31"	N80°25'33"E	26.54'
C2	44.23'	51.59'	49°07'20"	N66°03'44"E	42.88'
C3	46.18'	55.00'	48°06'24"	S65°20'29"W	44.83'
C4	20.86'	95.00'	12°34'57"	S83°06'13"W	20.82'

SOUTHEAST CORNER
SECTION 24, T.5S., R.67W.
FND 2 1/2" ALUM CAP LS 11434 1984

OWNER
**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 1 OF 2

**TEMPORARY EASEMENT
PARCEL NO. TE-15**

SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
COLORADO



0 100
SCALE: 1" = 100'

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

EXHIBIT C

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 24, T.5S., R.67W.
FND 2½" ALUM CAP PLS 23881 1995

LOT 2 BLOCK 2
CASTLEWOOD FILING NO. 5
RECEPTION NO. A9084189

TRACT "B"

LOT 1 BLOCK 2
CASTLEWOOD FILING NO. 5
RECEPTION NO. A9084189

E. CALEY AVENUE (80' R.O.W.)

POINT OF
BEGINNING

PROPERTY
LINE

TRACT C, BLOCK 3
CASTLEWOOD FILING NO. 5
RECEPTION NO. A9084189

SOUTHEAST METRO
STORMWATER AUTHORITY
PARCEL ID: 2075-24-4-12-002

30' SANITARY SEWER EASEMENT
(BOOK 3254 PAGE 15)

10' UTILITY EASEMENT
(RECEPTION NO. A9084189)

PROPERTY
LINE

SE4
SECTION 24
T.5S., R.67W.

POINT OF
BEGINNING

E LINE SE4 SECTION 24
N00°05'38"E 2645.85' BASIS OF BEARING

LINE	BEARING	DISTANCE
L7	S89°55'15"E	5.23'
L8	S09°12'31"W	82.04'
L9	S17°51'10"W	13.31'
L10	N09°12'31"E	36.05'
L11	N00°32'15"E	72.20'
L12	S89°49'03"E	2.00'
L13	N00°10'57"E	5.83'
L14	N00°58'15"E	240.26'
L15	N56°20'03"W	29.01'
L16	S89°54'00"E	50.88'
L17	S00°31'36"W	70.54'
L18	S09°12'31"W	167.61'
L19	S17°51'10"W	7.15'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C6	36.63'	108.81'	19°17'17"	S03°19'07"E	36.46'
C7	13.49'	89.00'	8°40'56"	S04°52'03"W	13.47'
C8	16.52'	109.00'	8°40'56"	N04°52'03"E	16.50'

SOUTHEAST CORNER
SECTION 24, T.5S., R.67W.
FND 2½" ALUM CAP LS 11434 1984

OWNER

SOUTHEAST METRO
STORMWATER AUTHORITY

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 2 OF 2

TEMPORARY EASEMENT
PARCEL NO. TE-15

SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
COLORADO



0 100
SCALE: 1" = 100'

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

DALEY LAND
SURVEYING, INC.
17011 LINCOLN AVE #361
PARKER, CO 80134

After recording, return to:

City of Centennial
City Clerk's Office
13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

**EASEMENT DEED
(RECREATION TRAIL)**

This EASEMENT DEED (the "Easement Deed") is made as of this ____ day of _____, 20__, by and between SOUTHEAST METRO STORMWATER AUTHORITY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO (hereinafter referred to as "Grantor") whose address is 7437 South Fairplay Street, Centennial, Colorado 80112 and the CITY OF CENTENNIAL, a Colorado home rule municipality, whose address is 13133 East Arapahoe Road, Centennial, Colorado 80112 ("City") (collectively the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property ("Property") located in Centennial, Colorado, as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to construct, maintain and operate a public recreation trail on and across a portion of the Property.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto the City, its successors and assigns, a perpetual easement for the installation, construction, maintenance, operation, use and replacement of a public recreation trail upon a portion of the Property, to have and to hold the same, together with all the appurtenances and privileges belonging or in any way pertaining to the proper use and benefit of the City, its successors and assigns. Grantor and City agree that the easement area shall be located as set forth in **Exhibit B** attached hereto and incorporated herein (the "Easement Area") and generally depicted on **Exhibit C** attached hereto and incorporated herein.

2. Warranty of Title. The Grantor warrants that Grantor has full and lawful authority to make the grant herein contained and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in its title to the Property or its right to make the grant hereinabove contained.

3. Construction and Operation of Trail. The Parties hereto covenant and agree as follows:

(a) Vehicles allowed on the Easement Area will only be those necessary for emergency purposes or for work to be performed by the City or its permittee.

(b) This Easement Deed shall extend to and be for the use and benefit of the City and as authorized by the City, its permittees, agents, representatives, and the public. All use of the Easement Area shall be subject to regulation by the City.

(c) The Easement Area may be used by members of the public for access on,

in and through the public recreation trail. The public's use of the Easement Area will be subject to all applicable City regulations.

(d) The City may improve the Easement Area in a manner acceptable to the City in its sole discretion. Such improvements may include without limitation grading, paving, bank stabilizing, installation of drainage culverts and other drainage structures, lighting, landscaping, fencing, benches, planters, sitting alcoves, sculpture, locations for vendors, shade trees, play facilities for children, bollards, amenities required by the Americans with Disabilities Act and compliance with other state and federal laws and regulations, rest stops, interpretive stops, exercise stops, and bus stops.

(e) The City may install signs within the Easement Area identifying the recreation path, its location, use, rules, and otherwise relating to use and protection of the Easement Area as is deemed appropriate in the City's sole discretion.

(f) The City may connect any recreational trail which it constructs in the Easement Area to any other trails located on adjoining properties so long as the Easement Area is not enlarged.

(g) Grantor shall neither cause nor permit the construction or placement of any structure, building, improvement, fence, fixture, other obstruction, or any tree, plant or other vegetation, of any kind, on any part of the Easement Area that impairs, obstructs or inhibits the use or access provided for herein. Any prohibited use, placement or installation located on the Easement Area as of or after the date hereof may be removed by the City without liability for any damages arising therefrom.

(h) Grantor shall not alter or damage the public recreation trail or any of the City's improvements, fixtures or features located on or within the Easement Area, provided however, Grantor shall have no affirmative duty to maintain or repair the Easement Area, any of the vegetation or the City's improvements, fixtures or features located thereon. The City shall have the obligation, subject to annual appropriations of the City Council for the City of Centennial in its sole discretion, to maintain the Easement Area.

4. Subjacent and Lateral Support. The City shall have and may exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein granted. Grantor shall neither take nor permit any action that would impair the lateral or subjacent support of any of the City's improvements or appurtenances.

5. Term. The benefits and servitude created by this Agreement shall inure to and be a burden upon the Property, shall be perpetual, and shall run with the land. Any breach of this Easement Deed shall not entitle any non-defaulting party to cancel, rescind or otherwise terminate this Easement Deed, or any of the conditions, covenants, easements and restrictions hereunder.

6. No Impact on Other City Law. This Easement Deed shall not affect any resolution, zoning, subdivision improvement agreement, public improvement agreement or special use permit affecting the Property, or any adjacent lands owned by Grantor.

7. Indemnification.

(a) By Grantor. To the extent permitted by law, Grantor hereby agrees to defend, indemnify and hold harmless the City from any and all liability, costs, damages or expenses arising directly or indirectly from the Grantor's use of the Easement Area.

(b) By City. To the extent permitted by law, City hereby agrees to defend, indemnify and hold harmless Grantor from any and all liability, costs, damages or expenses arising directly or indirectly from the City's or the public's use of the Easement Area.

8. Attorney's Fees. If either party, its successors or assigns, shall institute any legal action against the other in connection with any controversy arising out of this Easement, the prevailing party, whether in court, through arbitration or by way of out-of-court settlement, shall be entitled to recovery from the non-prevailing party, its reasonable attorneys' fees, court costs, expert fees, arbitrator fees and other expenses relating to such controversy, including such fees costs and expenses on appeal, if any.

9. Severability. If any term or provision of this Easement Deed or the application thereof to any person or circumstance shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

10. No Waiver. Failure of a party to invoke its rights hereunder on one or more occasions shall not be construed as a waiver of the right to enforce such rights as to future breaches or infractions.

11. Amendment; Entire Agreement. This Easement Deed cannot be modified, altered or amended, or any term or provision hereof waived, except by written agreement executed by both Parties and recorded with the Arapahoe County Clerk and Recorder. This Easement Deed completely sets forth the entire covenants and understandings of the Grantor and the City and supersedes all prior covenants and understandings, both oral and written, between the Grantor and the City relating to the matters set forth herein.

12. Counterparts. This Easement Deed may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

13. Governing Law. This Easement Deed shall be governed by the laws of the State of Colorado. Venue for any dispute concerning this Easement Deed shall be in the district courts for Arapahoe County.

14. Notices. All notices related to this Easement Deed shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: Southeast Metro Stormwater Authority
7437 South Fairplay St.
Centennial, CO 80112

With a copy to; Edward J. Krisor
Attorney At Law
3900 S. Wadsworth Blvd., Suite 320
Lakewood, CO 80235

If to City: City of Centennial
Attn: City Manager
13133 East Arapahoe Road
Centennial, CO 80112

With a copy to: City of Centennial
City Attorney
13133 East Arapahoe Road, Suite 100
Centennial, CO 80112

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

GRANTOR:
SOUTHEAST METRO STORMWATER AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

Subscribed and sworn to before me this _____ day of _____, 20____ by
_____ as _____ of _____, Grantor.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF CENTENNIAL

By _____
Matt Sturgeon, City Manager
(Pursuant to Section 2-2-130(b)(3) of the
Centennial Municipal Code)

Attest:

City Clerk or Deputy City Clerk

Reviewed By:

City Attorney's Office

EXHIBIT A

**TRACT C, BLOCK 3, CASTLEWOOD FILING NO. 5 AS RECORDED AT
RECEPTION NO. A9084189, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE,
STATE OF COLORADO**

EXHIBIT B
LEGAL DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-15

A tract or parcel of land over and across that parcel of land described as Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County, located in the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:

For the purposes of this description the bearings are referenced to the East Line of the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, bearing North 00°05'38" East, a distance of 2645.85 feet. Monumented by a 2 $\frac{1}{2}$ " Aluminum Cap stamped LS 11434 1984 at the Southeast Corner of Section 24 and by a 2 $\frac{1}{2}$ " Aluminum Cap stamped PLS 23881 1995 at the East Quarter Corner of Section 24.

Commencing at the East Quarter Corner of Section 24, Township 5 South, Range 67 West of the 6th Principal Meridian;

THENCE South 62°47'15" West, a distance of 2924.98 feet to the south line of Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County and the Point of Beginning, whence the southwest corner of said Tract "C" bears North 89°55'15" West, a distance of 59.69 feet;

THENCE along a curve to the right, an arc length of 20.86 feet, said curve having a radius of 95.00 feet, a delta angle of 12°34'57", a chord bearing of North 83°06'13" East and a chord length of 20.82 feet;

THENCE North 89°23'41" East, a distance of 122.42 feet;

THENCE along a curve to the left, an arc length of 46.18 feet, said curve having a radius of 55.00 feet, a delta angle of 48°06'24", a chord bearing of North 65°20'29" East and a chord length of 44.83 feet to the southeasterly line of said Tract "C";

THENCE South 33°30'45" West, a distance of 27.26 feet to the southeast corner of said Tract "C";

THENCE North 89°55'15" West, along the south line of said Tract "C", a distance of 168.78 feet to the Point of Beginning.

Containing 663 Square Feet, or 0.015 Acres, more or less.

Together with:

A tract or parcel of land over and across that parcel of land described as Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County, located in the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, said parcel being more particularly described as follows:

For the purposes of this description the bearings are referenced to the East Line of the Southeast Quarter of Section 24, Township 5 South, Range 67 West, of the Sixth Principal Meridian, bearing North 00°05'38" East, a distance of 2645.85 feet. Monumented by a 2 $\frac{1}{2}$ " Aluminum Cap stamped LS 11434 1984 at the Southeast Corner of Section 24 and by a 2 $\frac{1}{2}$ " Aluminum Cap stamped PLS 23881 1995 at the East Quarter Corner of Section 24.

OWNER

**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 1 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-15**

SE 1/4 SEC. 24, T.5S., R.67W.

**ARAPAHOE COUNTY,
COLORADO**

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



EXHIBIT B
LEGAL DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-15

Continued

Commencing at the East Quarter Corner of Section 24, Township 5 South, Range 67 West of the 6th Principal Meridian;

THENCE South 80°43'10" West, a distance of 2248.42 feet to the north line of Tract "C", Block 3, Castlewood Filing No. 5, recorded at Reception No. A9084189 in the Public Records of Arapahoe County and the Point of Beginning, whence the northeast corner of said Tract "C" bears South 89°55'15" East, a distance of 32.01 feet;

THENCE South 00°10'57" West, a distance of 5.83 feet;

THENCE North 89°49'03" West, a distance of 2.00 feet;

THENCE South 00°32'15" West, a distance of 72.20 feet;

THENCE along a curve to the right, an arc length of 16.52 feet, said curve having a radius of 109.00 feet, a delta angle of 08°40'56", a chord bearing of South 04°52'03" West and a chord length of 16.50 feet;

THENCE South 09°12'31" West, a distance of 36.05 feet to the easterly line of said Tract "C";

THENCE South 17°51'10" West, along said easterly line, a distance of 133.07 feet;

THENCE North 09°12'31" East, a distance of 167.61 feet;

THENCE along a curve to the left, an arc length of 13.49 feet, said curve having a radius of 89.00 feet, a delta angle of 08°40'56", a chord bearing of North 04°52'03" East and a chord length of 13.47 feet;

THENCE North 00°31'36" East, a distance of 70.54 feet;

THENCE North 89°44'22" West, a distance of 23.74 feet;

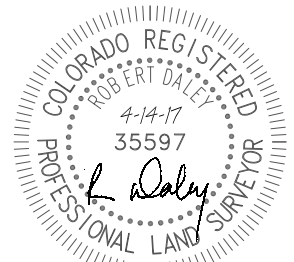
THENCE North 89°58'58" West, a distance of 122.63 feet;

THENCE North 89°51'29" West, a distance of 79.65 feet;

THENCE North 00°04'51" East, a distance of 7.31 feet to said north line;

THENCE South 89°55'15" East, a distance of 248.05 feet to the Point of Beginning.

Containing 5567 Square Feet, or 0.128 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER

**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

DRWN: AVV JOB No. 1503-019

SHEET 2 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-15**

SE 1/4 SEC. 24, T.5S., R.67W.

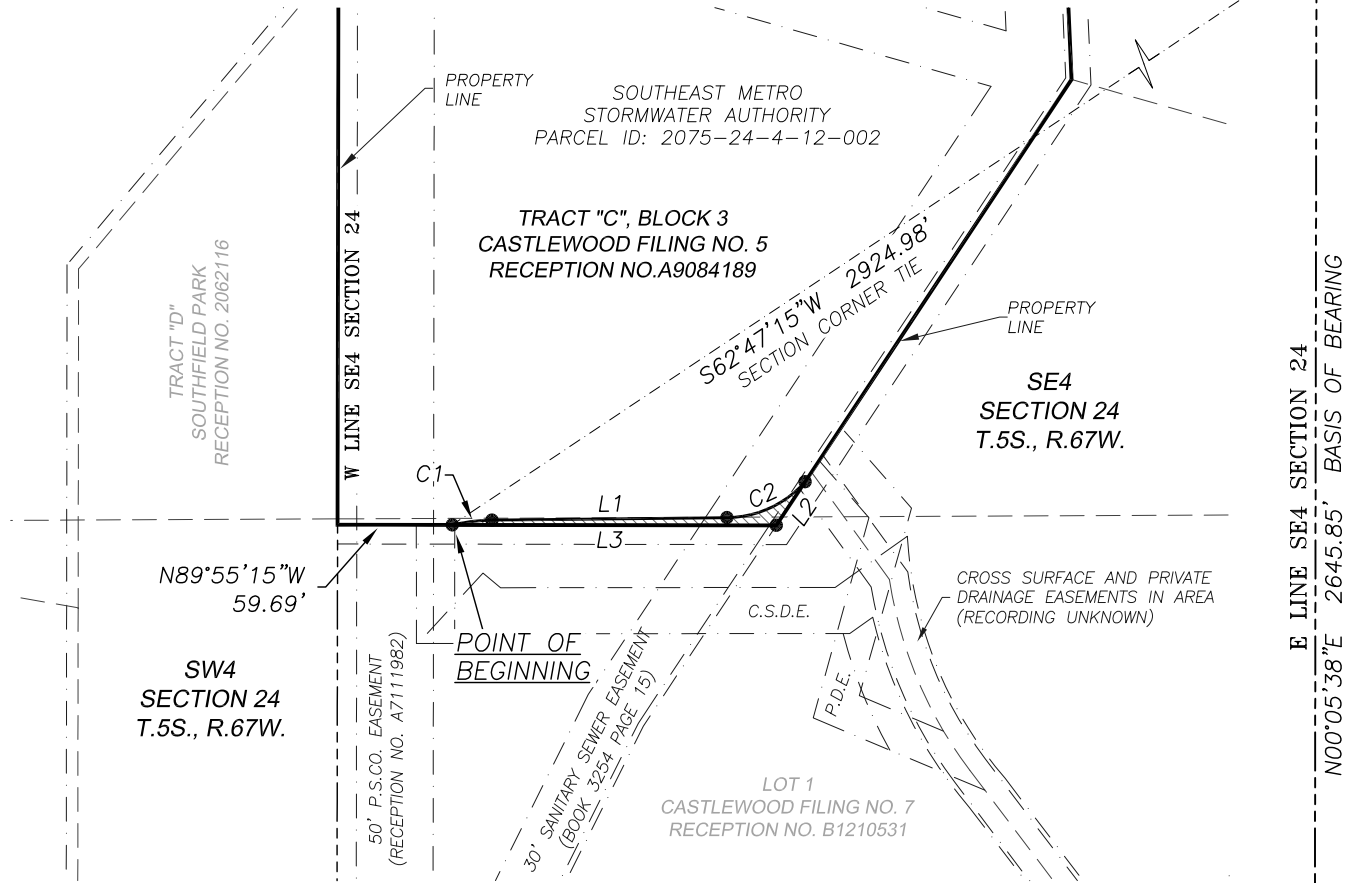
ARAPAHOE COUNTY,
COLORADO

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



EXHIBIT C

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 24, T.5S., R.67W.
FND 2 1/2" ALUM CAP PLS 23881 1995



LINE	BEARING	DISTANCE
L1	N89°23'41"E	122.42'
L2	S33°30'45"W	27.26'
L3	N89°55'15"W	168.78'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.86'	95.00'	12°34'57"	N83°06'13"E	20.82'
C2	46.18'	55.00'	48°06'24"	N65°20'29"E	44.83'

SOUTHEAST CORNER
SECTION 24, T.5S., R.67W.
FND 2 1/2" ALUM CAP LS 11434 1984

OWNER
**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

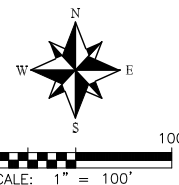
DRWN: AVV JOB No. 1503-019

SHEET 1 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-15**

SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
COLORADO

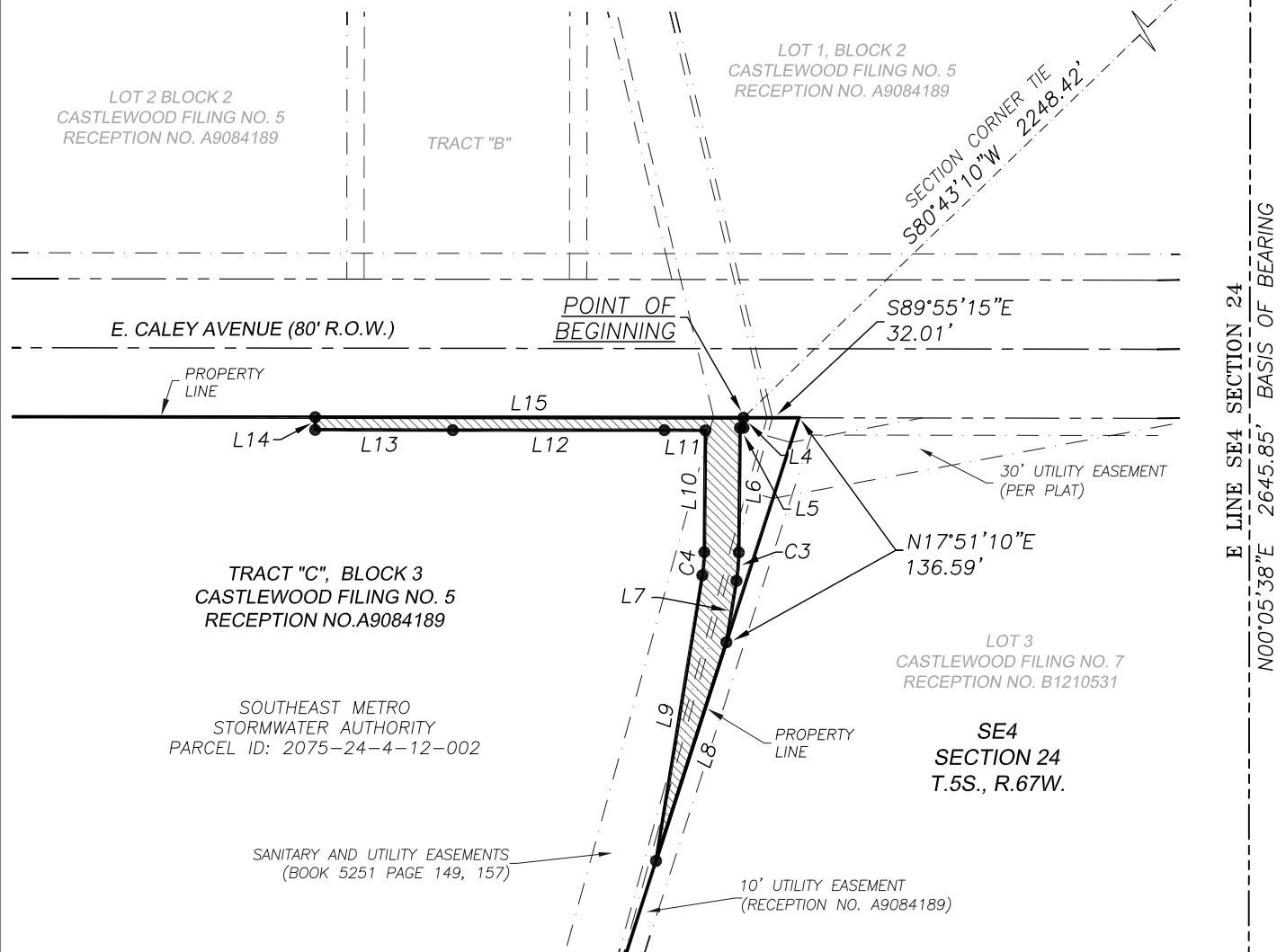


THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



EXHIBIT C

POINT OF COMMENCEMENT
EAST QUARTER CORNER
SECTION 24, T.5S., R.67W.
FND 2½" ALUM CAP PLS 23881 1995



LINE	BEARING	DISTANCE
L4	S00°10'57\"W	5.83'
L5	N89°49'03\"W	2.00'
L6	S00°32'15\"W	72.20'
L7	S09°12'31\"W	36.05'
L8	S17°51'10\"W	133.07'
L9	N09°12'31\"E	167.61'
L10	N00°31'36\"E	70.54'
L11	N89°44'22\"W	23.74'
L12	N89°58'58\"W	122.63'
L13	N89°51'29\"W	79.65'
L14	N00°04'51\"E	7.31'
L15	S89°55'15\"E	248.05'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C3	16.52'	109.00'	8°40'56\"	S04°52'03\"W	16.50'
C4	13.49'	89.00'	8°40'56\"	N04°52'03\"E	13.47'

SOUTHEAST CORNER
SECTION 24, T.5S., R.67W.
FND 2½" ALUM CAP LS 11434 1984

OWNER

**SOUTHEAST METRO
STORMWATER AUTHORITY**

APN. 2075-24-4-12-002

CALC: AVV DATE: 4/14/2017

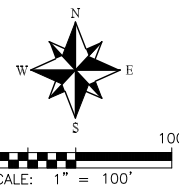
DRWN: AVV JOB No. 1503-019

SHEET 2 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-15**

SE 1/4 SEC. 24, T.5S., R.67W.

ARAPAHOE COUNTY,
COLORADO



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