

## **EASEMENT AGREEMENT (SEWER LINE)**

**THIS EASEMENT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **THE CITY OF LITTLETON**, a municipal corporation of the State of Colorado (hereinafter called “Grantor”), and the **SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter called “District”), whose address is 8739 West Coal Mine Avenue, Littleton, Colorado 80123.

### **WITNESSETH**

Without payment of monetary consideration, but for other good and valuable consideration to the Grantor, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto the District, its successors and assigns, a permanent easement (hereinafter called “Easement”) in, through, over and across the real property described below (hereinafter called “Easement Area”) for the purpose of entering, re-entering, occupying and using the surface and subsurface of the Easement Area to construct, lay, repair, replace, enlarge, remove, operate and maintain one or more sanitary sewer pipelines of such size and capacity as the District determines, including manholes and appurtenances (hereinafter sometimes collectively referred to as the “District Facilities”), to-wit:

#### **Santa Fe Park Subdivision No. 1**

One parcel of land identified herein as Parcel No. 1, being more particularly described and depicted on Exhibit A (consisting of two (2) pages) as attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said Easement unto the District, its successors and assigns, forever. As part of the grant herein contained, Grantor and District mutually agree and covenant as follows:

1. The District shall have and exercise the right of ingress and egress in, to, through, under, over, and across the Easement Area for any purpose necessary, in the District’s determination, for the full enjoyment of the Easement Area and rights contained herein.
2. Grantor shall not construct or place any structure, temporary or permanent, including but not limited to, fences or buildings, or plant any tree, woody plant or nursery stock, of any kind, on any part of the Easement Area without the District’s prior written

consent. Grantor, without obtaining District consent, may plant sod or grass within or upon the Easement Area. Any structure, tree, woody plant or nursery stock now or hereafter located on or within the Easement Area may be removed by the District without liability for damages arising therefrom.

3. The Grantor retains the right to the undisturbed use and occupancy of the Easement Area insofar as such use and occupancy is consistent with and does not impair the operation and maintenance of the District Facilities located within the Easement Area, and insofar as such use and occupancy is consistent with and does not impair, any grant or covenant contained herein, including, but not limited to, the District's right to construct additional sewer lines within the Easement Area in the future.

4. The Grantor, for itself, its successors and assigns, shall provide to the District any information within its possession about past and currently existing Environmental Contamination in the Easement Area. Such information shall include but not be limited to environmental studies, reports, samples, agreements, liens, letters and any remediation work that has been done or is ongoing to clean the area or is planned to occur.

5. As used in this Agreement, "Environmental Contamination" means the presence within the easement area of any hazardous material, including but not limited to any substances defined as or included in the definition of "hazardous substance," "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §5101, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

6. In case the District shall abandon its rights herein granted and cease to use the same, all right, title and interest of the District thereunder shall cease and terminate and the Grantor shall hold the Easement Area, as the same may then be, free from the District's rights so abandoned and shall own all materials, structures and District Facilities so abandoned, but nothing herein contained shall be construed as working a forfeiture or abandonment of any interest or right hereunder not owned by the District at the time of the abandonment of the District's rights.

7. The Grantor, at the Grantor's expense, shall be solely responsible for the maintenance of streets, surfacing, curbs and gutters withing the Easement except as specified in this paragraph. When the District deems it necessary to reconstruct, replace, relocate, remove, enlarge, operate or in any way maintain any of the District Facilities

located within the Easement, the District will backfill, compact and resurface the area of excavation, to include replacement of asphalt and/or concrete pavement, curbs, and gutters, damaged by the District's activity, to the grade and condition existing immediately prior to excavation, as nearly as is reasonable. The District will exercise reasonable means to prevent damage to pavements, curbs, and gutters which are situated within the Easement, but outside of the immediate area of excavation. The District shall repair/or replace, as nearly as is reasonable to the condition that existed at the time of disturbance, any pavement, curbs and/or gutters that are damaged solely as a result of the District's negligence.

8. The District agrees that other public utilities such as water, storm sewer, gas, electric and telephone lines may be installed within the Easement Area as long as they do not interfere with the District's rights herein granted, and as long as any pipe or electrical line crossing a District sewer line at the discretion of the District is metallic or concrete, or is encased in an acceptable material. Any piping or cable crossing a District sewer line must be installed in accordance with the District's engineering standards. Any and all utilities which parallel a District sewer line will not be permitted within ten (10) feet of the District sewer line without prior consent from District. The intent herein is to reserve for the exclusive use of the District Facilities, at least twenty (20) feet of the easement width; provided, however, that if the District owns a water line easement that is coterminous or substantially coterminous with the Easement Area, the area reserved exclusively for District Facilities shall be reduced to the extent necessary to prevent overlap with any area reserved exclusively for the District's parallel water lines; provided, further, that in no event shall any parallel District water line be permitted within ten (10) feet of a District sewer line, without the District's prior consent.

9. The Grantor warrants that it has full and lawful authority to make the grant herein contained and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in his title to the land involved or his right to make the grant hereinabove contained.

10. During the term of this Agreement, District shall carry commercial general liability insurance in an amount not less than the liability limits under the Colorado Governmental Act and shall cause Grantor to be named as an additional insured under said policy. District shall provide Grantor a Certificate of Insurance demonstrating that the required coverage has been obtained.

11. Unless special provisions are attached hereto, the above and foregoing constitutes the whole agreement between the parties; and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument. To the extent that any such provisions added hereto conflict with any other provision hereof, such special provisions shall control.



The foregoing Easement Agreement is accepted by the Southwest Metropolitan Water and Sanitation District this            day of            , 2024.

DISTRICT:

**Southwest Metropolitan Water and Sanitation District**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Cynthia Lane, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Cynthia Lane, as Manager of the Southwest Metropolitan Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION

A SANITARY SEWER EASEMENT, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, STAMPED T5S R68W 1/4 S29/S32 2000, IN A RANGE BOX, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 3-1/4 INCH ALUMINUM CAP, STAMPED COLO DEPT OF TRANSPORTATION T5S R68W S30/S29/S31/S32 PLS 25384, BEARS SOUTH 89°29'27" WEST, A DISTANCE OF 2626.14 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 42°52'16" WEST, A DISTANCE OF 2385.89 FEET, TO THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING SIX (6) COURSES;

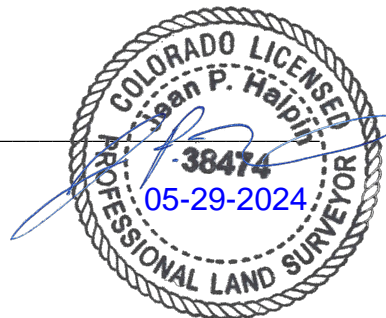
1. SOUTH 57°29'09" WEST, A DISTANCE OF 24.08 FEET;
2. NORTH 66°21'53" WEST, A DISTANCE OF 59.59 FEET;
3. SOUTH 25°26'09" WEST, A DISTANCE OF 156.33 FEET, TO THE NORTHERLY BOUNDARY OF SANTA FE PARK SOUTH SUBDIVISION FILING NO. 1 FINAL PLAT, AS RECORDED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, AT RECEPTION NO. E3019014;
4. NORTH 86°18'31" WEST, ALONG SAID BOUNDARY, A DISTANCE OF 21.53 FEET;
5. DEPARTING SAID BOUNDARY, NORTH 25°26'09" EAST, A DISTANCE OF 183.69 FEET;
6. SOUTH 66°21'53" EAST, A DISTANCE OF 92.38 FEET, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 4,920 SQUARE FEET OR 0.113 ACRE, MORE OR LESS.

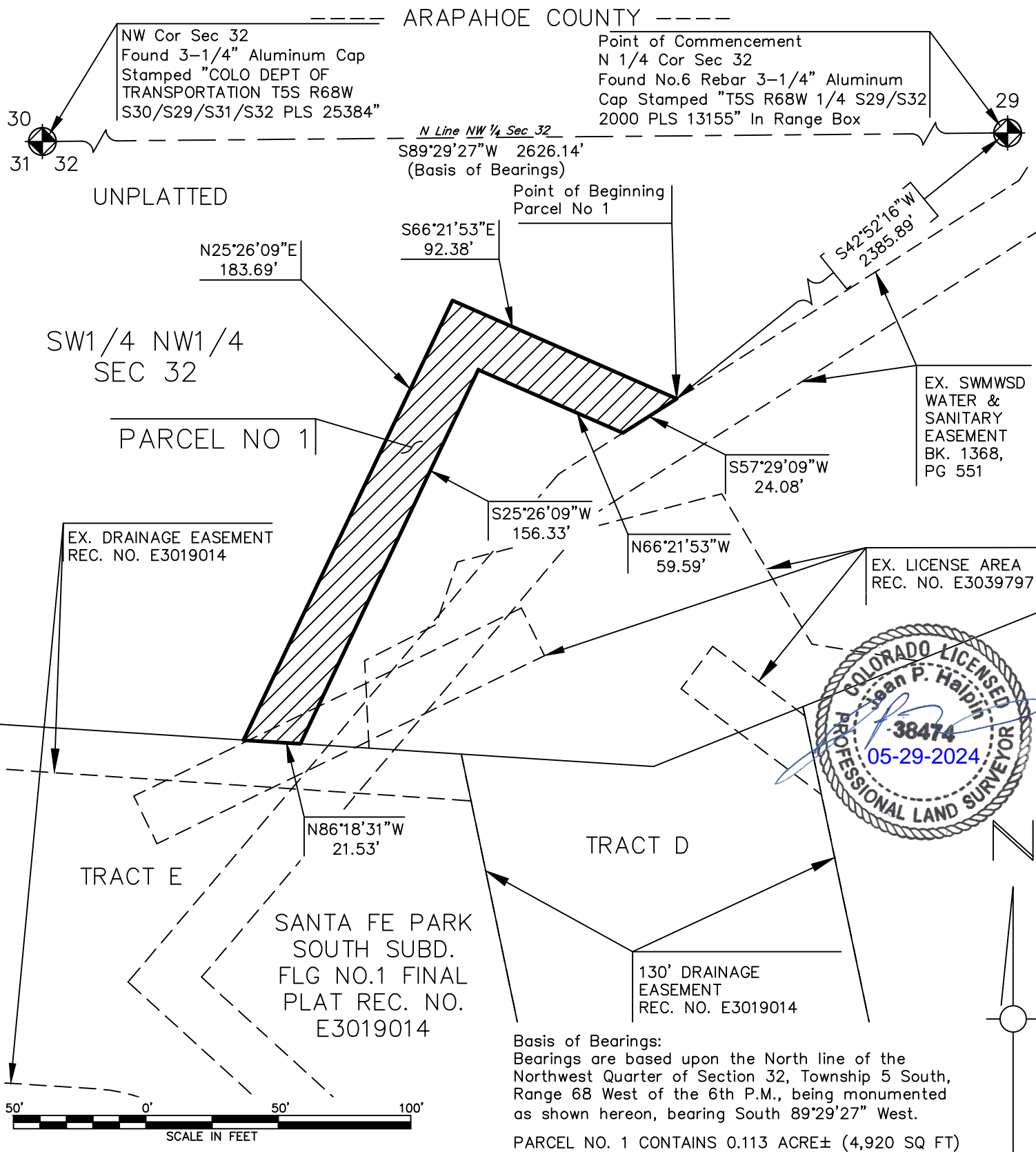
THE LINEAL UNIT USED IN THE PREPARATION OF THIS DESCRIPTION IS THE U.S. SURVEY FOOT, AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARD AND TECHNOLOGY.

I, JEAN P. HALPIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION, AND ATTACHED EXHIBIT, WERE PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JEAN P. HALPIN, P.L.S. 38474  
FOR AND ON BEHALF OF  
WESTWOOD PROFESSIONAL SERVICES, INC.  
10333 E. DRY CREEK ROAD, SUITE 400  
ENGLEWOOD, CO 80112



SW 1/4 OF NW 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM



<b>LEGEND</b> EASEMENT ACQUIRED	DOCUMENT DATED: SEC'Y FILE DOC. RIMS ITEM NO. CARD NO.	<b>SANITARY SEWER PARCEL 1 EASEMENT ACQUIRED FROM The City of Littleton</b>	Southwest Metropolitan Water & Sanitation District  8739 W. Coal Mine Ave Littleton, Colorado 80123 T: 303.979.2333 F: 720.726.5042 swmetrowater.org
	DRN. ATM   PM. J.R.G.   S.		
	APPD.		
	SHEET 1 OF 1 SHEET		
		DATE: MAY 15, 2024	SCALE: 1" = 50' CAD XXXXX-X_PMGT