

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of January, 2015, by and between the City of Littleton, whose legal address is 2255 W. Berry Ave., Littleton, CO 80120 (the "Grantor") and the Board of County Commissioners, Arapahoe County, whose address is 5334 South Prince Street, Littleton, Colorado 80120 (the "Grantee").

1. Grant. FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the "Easement"), in, to, through, over, under and across that certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises") for that portion of the existing building encroachment as well as pedestrian ingress and egress in, to, through, over, under, and across the Premises, subject and pursuant to the terms and conditions set forth herein.

2. Limitations on Use. Grantor shall not construct or place any new permanent structure on any part of the Premises without having first obtained the prior written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Grantor may pave the surface of the Premises outside the existing stairwell and wall structure with asphalt and/or concrete without such consent. Grantee shall not construct or place any new permanent structure on any part of the Premises without having first obtained the prior written consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, Grantee may reasonably maintain the existing stairwell and wall structure encroaching onto the Premises, including any installation of security measures including fencing and possibly a gate at the top of the stairwell, without such consent.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises, and reasonable portions of the property owned by Grantor for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement for the duration of the Agreement.

4. Maintenance. Grantor shall maintain the surface of the Premises outside the existing stairwell and wall structure encroaching onto the Premises as deemed necessary by the Grantor. Grantee shall maintain the existing stairwell and wall structure encroaching onto the Premises as deemed necessary by Grantee.

5. Subjacent and Lateral Support. The Grantee shall have the right of subjacent and lateral support for the Premises. Except as currently constructed and supported, the Grantor shall not take any action which would impair the lateral or subjacent support for the Premises.

6. Runs With Land. The rights and responsibilities set forth in this Agreement are covenants on the Premises and run with the land. In the event that the building located at 5814 Datura Street, Littleton, Colorado (the "Property Address"), which currently encroaches onto the Premises and forms the basis for this Agreement, is demolished, destroyed, or damaged (to the extent of more than fifty percent) by any reason, the Grantor shall have the right to terminate this Agreement upon 30 days

written notice to the Grantee, its successors or assigns at the address maintained by the Arapahoe County Assessor for the tax notice on the Property Address. Within 30 days of receipt of such notice, Grantee shall (a) restore the Premises by depositing fill dirt in the stairwell and removing the wall structure; and (b) execute a termination of this Agreement for Grantor to record in the real property records for Arapahoe County, Colorado.

7. Section Headings. The section headings contained herein are included for reference purposes only.

8. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

9. Indemnification. To the extent permitted by applicable law, Grantee and its successors and assigns agree to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property, in connection with the use, maintenance, or presence of the existing stairwell and wall structure or any other structures or improvements constructed or placed on the Premises or caused by the negligent acts or omissions or willful misconduct of Grantee, its successors or assigns, agents, employees, or invitees. Nothing herein shall be construed to be a waiver of the governmental immunity afforded to Grantor and Grantee and any other governmental agency or department by virtue of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

City of Littleton

Phil Cernanec, Mayor

APPROVED AS TO FORM:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of January, 2015, by Phil Cernanec as Mayor of the City of Littleton.

Witness my hand and official seal.

Notary Public

My commission expires:_____

GRANTEE:

Board of County Commissioners, Arapahoe County

By: _____
Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of January, 2015, by
_____ as _____.

Witness my hand and official seal.

Notary Public

My commission expires:_____

Exhibit A
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LEGAL DESCRIPTION
EXHIBIT A

A PORTION OF DATURA STREET AND OF THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE SOUTHEAST CORNER OF THE SOUTH 50 FEET OF THE NORTH 205 FEET OF THE WEST 125 FEET OF BLOCK 5 OF WINDERMERE PARKS PER THE DEED RECORDED WITH ARAPAHOE COUNTY, STATE OF COLORADO, IN BOOK 1246, PAGE 241; THENCE NORTH 89°59'31" EAST ALONG THE SOUTH LINE OF THE SOUTH 50 FEET OF THE NORTH 205 FEET OF THE WEST 125 FEET OF BLOCK 5 OF WINDERMERE PARKS, A DISTANCE OF 3.97 FEET TO THE **POINT OF BEGINNING**.

THENCE NORTH 89°59'31" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 22.83 FEET;
THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°00'00" EAST, A DISTANCE OF 4.48 FEET;
THENCE SOUTH 89°29'42" WEST, A DISTANCE OF 10.34 FEET;
THENCE NORTH 02°46'34" EAST, A DISTANCE OF 2.57 FEET;
THENCE SOUTH 89°59'31" WEST, A DISTANCE OF 12.61 FEET;
THENCE NORTH 00°00'29" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 72 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTH 50 FEET OF THE NORTH 205 FEET OF THE WEST 125 FEET OF BLOCK 5 OF WINDERMERE PARKS PER THE DEED RECORDED WITH ARAPAHOE COUNTY, STATE OF COLORADO, IN BOOK 1246, PAGE 241, AS MONUMENTED AT THE EAST END BY A GREEN PLASTIC CAP STAMPED "PLS 38320" AND AT THE WEST END, BY A GREEN PLASTIC STAMPED "PLS 38320", SAID LINE IS ASSUMED TO BEAR NORTH 89°59'31" EAST.



ANTONIO W. SMITH, PLS
COLORADO REG. NO. 38320
FOR AND ON BEHALF OF
R&R ENGINEERS-SURVEYORS, INC.

SHEET 1 OF 2

Exhibit A
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