

**SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT
D-LINE INTERCEPTOR – SOUTH PLATTE PARK
EASEMENT AGREEMENT
(SEWER LINE)**

THIS EASEMENT AGREEMENT (“Agreement”) is made this ____ day of _____, 2025, 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, non-exclusive 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:

South Platte Park

Two (2) parcels of land identified herein as Parcel Number 1 and Parcel Number 2. Parcel Number 1 is more particularly described and depicted on Exhibit A (consisting of five (5) pages); and Parcel Number 2 is more particularly described and depicted on Exhibit B (consisting of two (2) pages), both of which are 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 following rights in, to, through, under, over, and across the Easement Area:

(a) Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing or replacing the interceptor line in whole or in part, and all necessary subsurface and surface appurtenances related thereto

required in connection with the development, operation, use, and maintenance of the Easement Area;

(b) Marking the location of the Easement, and any Improvements, by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the Easement under the terms of this Easement Agreement; and

(c) Right of ingress and egress to, from, over, across, and on the Easement Property as is reasonably necessary, from time-to-time, to perform the activities listed herein in connection with the ongoing development, operation, use, and maintenance of the Easement Property and any improvements, and to enforce the rights, terms and conditions given by this Easement Agreement.

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 shrubs, sod or grass within or upon the Easement Area. Any structure, tree, shrub, 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. 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 not inconsistent with and does not impair any grant or covenant contained herein.

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. Grantor and Grantee, as governmental entities of the State of Colorado, are entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as may be amended from time to time. Notwithstanding the foregoing, the Parties shall always during the term of this Easement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended. Further, Grantee shall be solely responsible for addressing any claims that may arise related to the operation of the interceptor line placed within the Easement Area.

The Colorado Constitution prohibits the State of Colorado, the Grantor and Grantee from agreeing to indemnify any other party, public or private. In addition, the Colorado Governmental Immunity Act limits the tort liability of public entities and their employees and authorized volunteers acting in the course of authorized governmental undertakings. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise so modified by statute.

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 District shall have and exercise the right of subjacent and lateral support to whatever extend is necessary or desirable for the full, complete and unmolested enjoyment of the District's rights herein granted. Grantor shall take no action which would impair the earth overburden or the lateral or subjacent support for any District Facilities that may be installed hereunder; provided, however, that upon obtaining the specific written permission of the District, the earth overburden of any of the District's sewer lines may be modified, but it is understood that normally permission will not be granted for a modification involving a cover of less than 4-½ feet nor greater than 10 feet, measured vertically from the top of the sewer line. Any modification of the earth overburden will be upon terms which provide for reimbursement to the District of the cost of any alteration or relocation of any District Facilities or appurtenances made necessary by the earth overburden modification.

8. Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Area, including any private streets, surfacing, curbs and gutters, and permitted landscaping within the Easement Area, 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. In the event the District performs any maintenance or repair of the District Facilities that results in the disturbance of the surface of the Easement Area, District agrees, for a period of two years, to maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of such work

done by District. After that two-year period, Grantor shall be responsible for the restoration of the general surface of the ground and the maintenance of the surface elevation and quality of the soil.

9. 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.

10. The Grantor warrants that it has full and lawful authority to make the grant herein contained subject to existing matters of record, including but not limited to that certain Deed of Conservation Easement dated December 4, 1997 granted by the City of Littleton, Colorado to Colorado Open Lands, a Colorado non-profit corporation recorded upon the public records of Arapahoe County, Colorado on December 9, 1997 at Reception No. A7156158, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in title to the land involved or right to make the grant hereinabove contained.

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.

12. Each and every one of the benefits and burdens of this Easement Agreement shall insure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

SPECIAL PROVISIONS:

NONE.

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My commission expires: _____

APPROVED AS TO FORM:

Contract ID No. 3388

ACCEPTANCE

The foregoing Easement Agreement is accepted by the Southwest Metropolitan Water and Sanitation District this ____ day of _____, 2025.

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 _____, 2025, 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:

Notary Public

ILLUSTRATION FOR EXHIBIT A

SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P.M.
-----COUNTY OF ARAPAHOE, STATE OF COLORADO-----

PARCEL NUMBER 1 DESCRIPTION

A SANITARY SEWER MAINTENANCE AND ACCESS EASEMENT BEING A PORTION OF LOT 1, BLOCK 1, CARSON NATURE CENTER SUBDIVISION DESCRIBED IN RECEPTION NO. 3052112; BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. 1502498; BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. A7156157; BEING A PORTION OF PARCEL NO. 1 AND PARCEL NO. 2 DESCRIBED IN RECEPTION NO. 9300050646 ALL OF WHICH ARE RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND BEING IN THE WEST HALF OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE SOUTH LINE OF SAID WEST HALF OF SECTION 29, AS BEARING S89°29'19"W A DISTANCE OF 2626.12 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 29, BEING A FOUND 3-1/4" DIAMETER BRASS CAP IN A MONUMENT BOX AND THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING A FOUND #6 REBAR WITH 3-1/4" DIAMETER BRASS CAP IN A MONUMENT BOX.

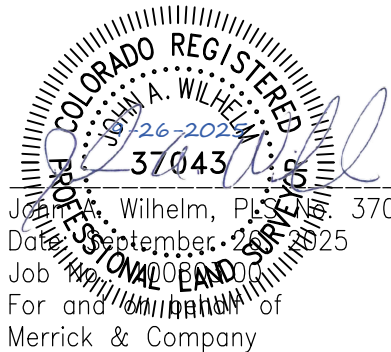
COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 29;
THENCE N73°11'57"W A DISTANCE OF 1183.17 FEET TO THE **POINT OF BEGINNING**.

THENCE N87°08'52"W A DISTANCE OF 50.18 FEET;
THENCE N02°51'08"E A DISTANCE OF 66.29 FEET;
THENCE N02°41'44"E A DISTANCE OF 227.12 FEET;
THENCE N02°54'34"E A DISTANCE OF 265.18 FEET;
THENCE N03°10'58"E A DISTANCE OF 457.09 FEET;
THENCE N03°01'46"E A DISTANCE OF 399.97 FEET;
THENCE N03°01'10"E A DISTANCE OF 400.04 FEET;
THENCE N03°13'28"E A DISTANCE OF 399.80 FEET;
THENCE N02°06'33"E A DISTANCE OF 133.06 FEET;
THENCE N42°51'36"E A DISTANCE OF 132.02 FEET;
THENCE S47°08'24"E A DISTANCE OF 50.00 FEET;
THENCE S42°51'36"W A DISTANCE OF 113.45 FEET;
THENCE S02°06'33"W A DISTANCE OF 114.98 FEET;
THENCE S03°13'28"W A DISTANCE OF 400.20 FEET;
THENCE S03°01'10"W A DISTANCE OF 399.96 FEET;
THENCE S03°01'46"W A DISTANCE OF 400.03 FEET;
THENCE S03°10'58"W A DISTANCE OF 457.04 FEET;
THENCE S02°47'49"W A DISTANCE OF 558.43 FEET TO THE
POINT OF BEGINNING.

CONTAINING 123,268 SQUARE FEET (2.830 ACRES), MORE OR LESS.

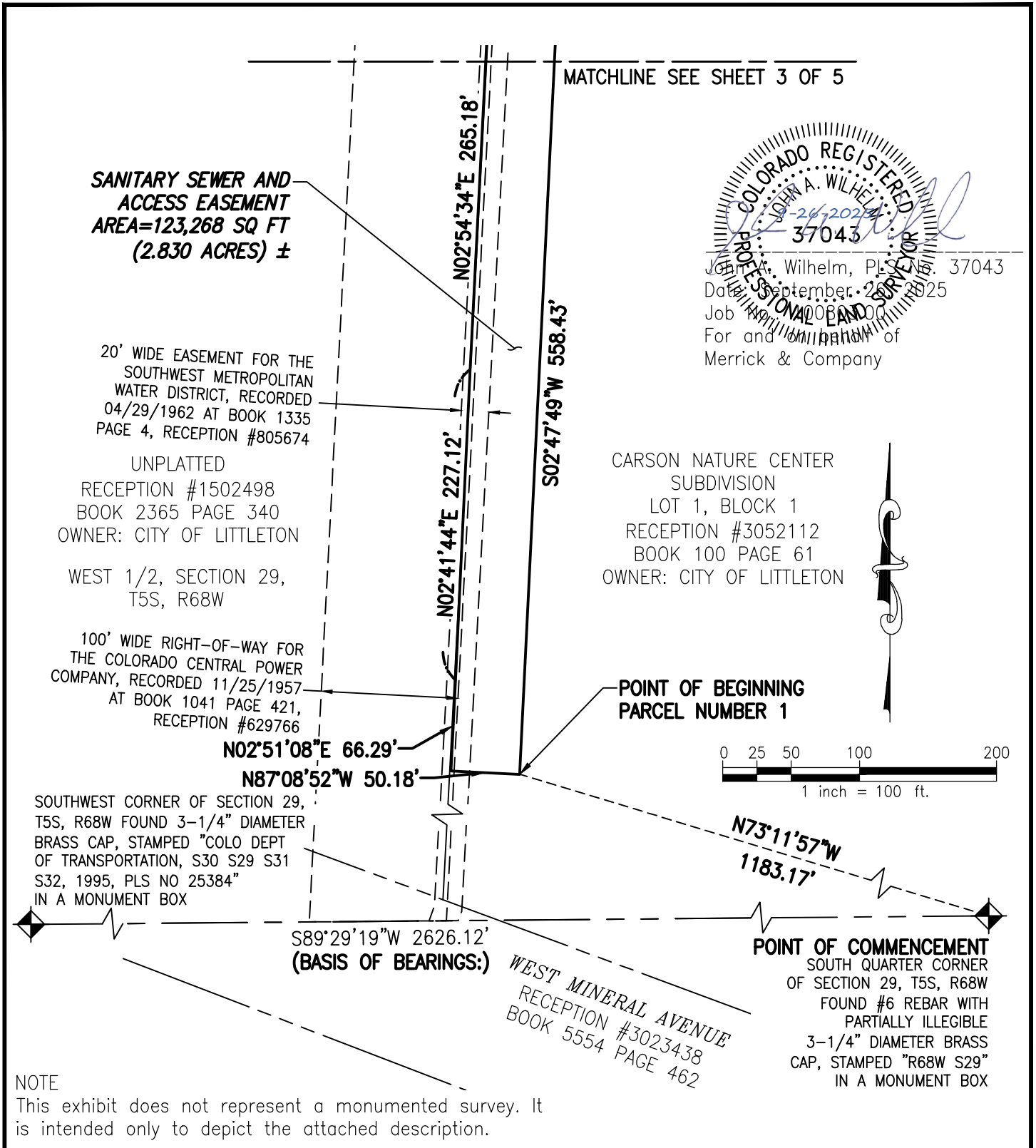
NOTE

This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



REVISION DESCRIPTION		SANITARY SEWER AND ACCESS EASEMENT			
MERRICK PROJECT NO. 100803.00					
DRAWN	ELZ	REVIEWED	JAW	A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO	

ILLUSTRATION FOR EXHIBIT A



REVISION DESCRIPTION				SANITARY SEWER AND ACCESS EASEMENT	
MERRICK PROJECT NO.		100803.00		A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO	
DRAWN	ELZ	REVIEWED	JAW		
 MERRICK				DATE	09/26/2025
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111				SCALE	1" = 100'
				SHEET NO.	2 OF 5

ILLUSTRATION FOR EXHIBIT A

MATCHLINE SEE SHEET 4 OF 5



John A. Wilhelm, P.L.S. No. 37043
Date September 26, 2025
Job No. 100803.00
For and on behalf of
Merrick & Company

20' WIDE EASEMENT FOR THE
SOUTHWEST METROPOLITAN
WATER DISTRICT, RECORDED
04/29/1962 AT BOOK 1335
PAGE 4, RECEPTION #805674

UNPLATTED
RECEPTION #1502498
BOOK 2365 PAGE 340
OWNER: CITY OF LITTLETON

WEST 1/2, SECTION 29,
T5S, R68W

100' WIDE RIGHT-OF-WAY FOR
THE COLORADO CENTRAL POWER
COMPANY, RECORDED 11/25/1957
AT BOOK 1041 PAGE 421,
RECEPTION #629766

**SANITARY SEWER
AND ACCESS EASEMENT
AREA=123,268 SQ FT
(2.830 ACRES) ±**

CARSON NATURE CENTER
SUBDIVISION
LOT 1, BLOCK 1
RECEPTION #3052112
BOOK 100 PAGE 61
OWNER: CITY OF LITTLETON

N02°54'34"E 265.18'

N03°10'58"E 457.09'

N03°01'46"E 399.97'

S03°10'58"W 457.04'

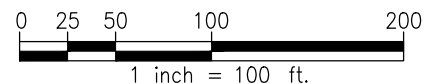
S03°01'46"W 400.03'

S02°47'49"W 558.43'

MATCHLINE SEE SHEET 2 OF 5

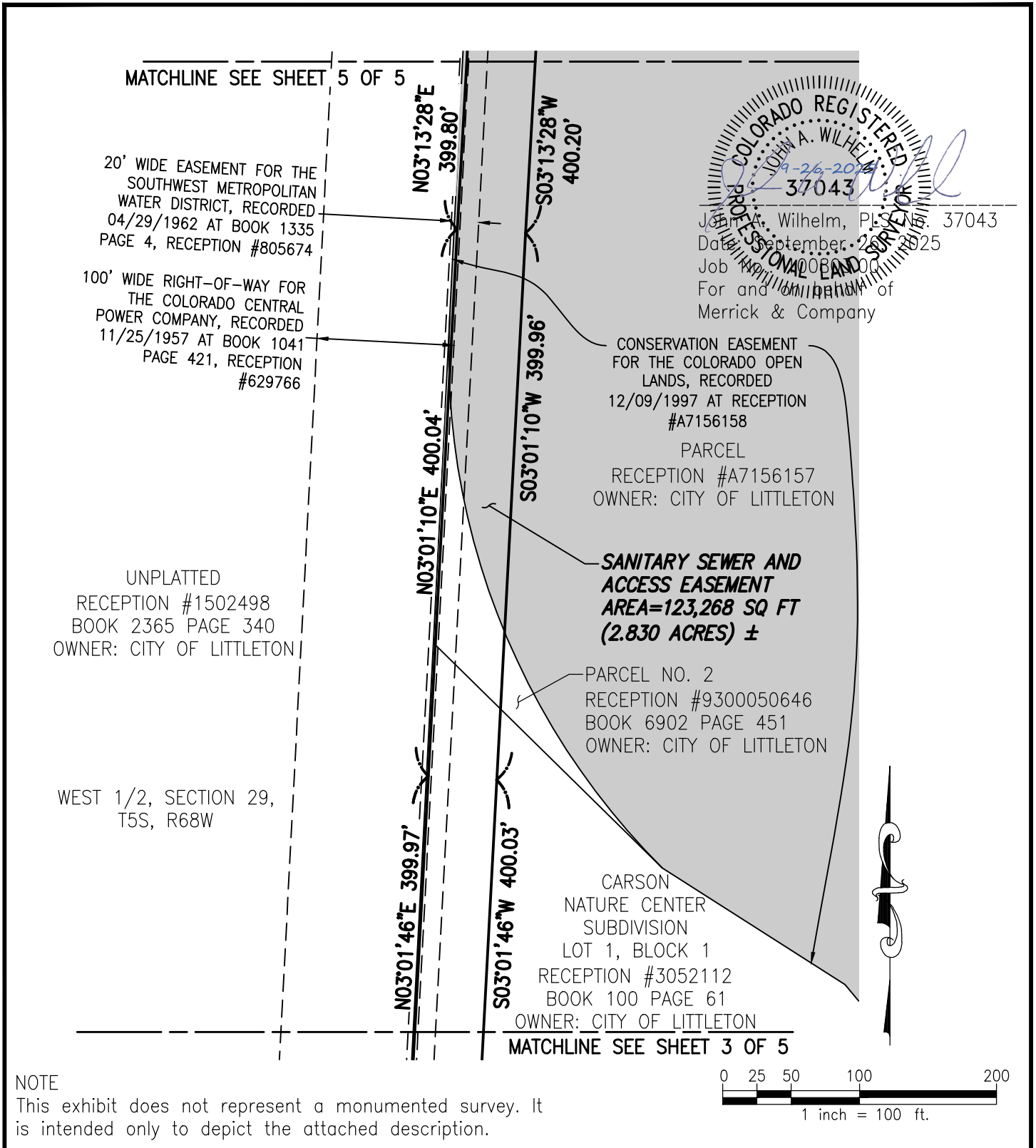
NOTE

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is intended only to depict the attached description.



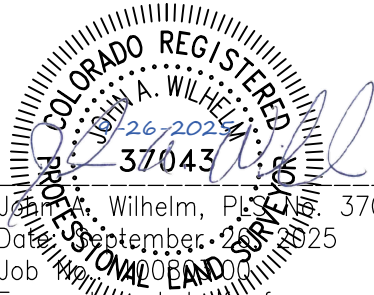
REVISION DESCRIPTION				SANITARY SEWER AND ACCESS EASEMENT				
MERRICK PROJECT NO. 100803.00								
DRAWN		ELZ	REVIEWED	JAW	A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO			
<								

ILLUSTRATION FOR EXHIBIT A



REVISION DESCRIPTION			
MERRICK PROJECT NO.		100803.00	
DRAWN	ELZ	REVIEWED	JAW
 MERRICK			
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111			
SANITARY SEWER AND ACCESS EASEMENT			
A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO			
DATE		09/26/2025	
SCALE		1" = 100'	
SHEET NO.		4 OF 5	

ILLUSTRATION FOR EXHIBIT A



John A. Wilhelm, P.L.S. No. 37043
Date: September 26, 2025
Job No. 100803.00
For and on behalf of
Merrick & Company

PARCEL NO. 1
RECEPTION #9300050646
BOOK 6902 PAGE 451
OWNER: CITY OF LITTLETON

WEST 1/2, SECTION 29,
T5S, R68W

30' WIDE SANITARY SEWER
EASEMENT FOR JAMES Q.
NEWTON TRUST, RECORDED
12/09/1997 AT RECEPTION
#A7156159

EASEMENT FOR THE SOUTHWEST
METROPOLITAN WATER AND
SANITATION DISTRICT, RECORDED
02/28/2001 AT RECEPTION
#B1027609

100' WIDE RIGHT-OF-WAY FOR
THE COLORADO CENTRAL
POWER COMPANY, RECORDED
11/25/1957 AT BOOK 1041
PAGE 421, RECEPTION
#629766

20' WIDE EASEMENT FOR THE
SOUTHWEST METROPOLITAN
WATER DISTRICT, RECORDED
04/29/1962 AT BOOK 1335
PAGE 4, RECEPTION #805674

S47°08'24"E
50.00'

S42°51'36"W
113.45'

S02°06'33"W
114.98'

S03°13'28"W
400.20'

N02°06'33"E
133.06'

N03°13'28"E
399.80'

N42°51'36"E
132.02'

DETENTION POND
EMERGENCY OVERFLOW
EASEMENT FOR THE CITY
OF LITTLETON,
RECORDED 12/09/1997
AT RECEPTION
#A7156157

CONSERVATION EASEMENT
FOR THE COLORADO OPEN
LANDS, RECORDED
12/09/1997 AT RECEPTION
#A7156158

30' WIDE SANITARY SEWER
EASEMENT FOR THE CITY OF
LITTLETON, RECORDED 12/09/1997
AT RECEPTION #A7156157

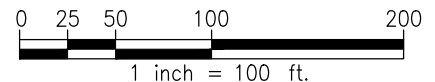
**SANITARY SEWER AND
ACCESS EASEMENT
AREA=123,268 SQ FT
(2.830 ACRES) ±**

PARCEL
RECEPTION #A7156157
OWNER: CITY OF LITTLETON

MATCHLINE SEE SHEET 4 OF 5

NOTE

This exhibit does not represent a monumented survey. It
is intended only to depict the attached description.



REVISION DESCRIPTION				SANITARY SEWER AND ACCESS EASEMENT	
MERRICK PROJECT NO.		100803.00		A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO	
DRAWN	ELZ	REVIEWED	JAW		
 MERRICK				DATE	09/26/2025
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111				SCALE	1" = 100'
				SHEET NO.	5 OF 5

ILLUSTRATION FOR EXHIBIT B

SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P.M.
-----COUNTY OF ARAPAHOE, STATE OF COLORADO-----

PARCEL NUMBER 2 DESCRIPTION

A SANITARY SEWER EASEMENT BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN RECEPTION NO. A7156157 RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AND BEING IN THE WEST HALF OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE SOUTH LINE OF SAID WEST HALF OF SECTION 29, AS BEARING S89°29'19"W A DISTANCE OF 2626.12 FEET BETWEEN THE SOUTHWEST CORNER OF SAID SECTION 29, BEING A FOUND 3-1/4" DIAMETER BRASS CAP IN A MONUMENT BOX AND THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING A FOUND #6 REBAR WITH 3-1/4" DIAMETER BRASS CAP IN A MONUMENT BOX.

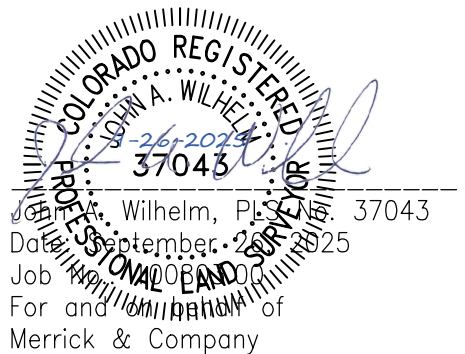
COMMENCING AT SAID SOUTH QUARTER CORNER OF SECTION 29;
THENCE N21°38'23"W A DISTANCE OF 2752.85 FEET TO THE **POINT OF BEGINNING**.

THENCE N44°47'41"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 31.61 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN RECEPTION NO. A7156157;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, ALONG SAID PARCEL OF LAND, HAVING A CENTRAL ANGLE OF 06°35'53", A RADIUS OF 440.00 FEET, A CHORD BEARING N29°13'43"E A DISTANCE OF 50.64 FEET, AND AN ARC DISTANCE OF 50.67 FEET;
THENCE S02°06'33"W NON-TANGENT WITH THE PREVIOUS DESCRIBED CURVE A DISTANCE OF 66.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 794 SQUARE FEET (0.018 ACRES), MORE OR LESS.

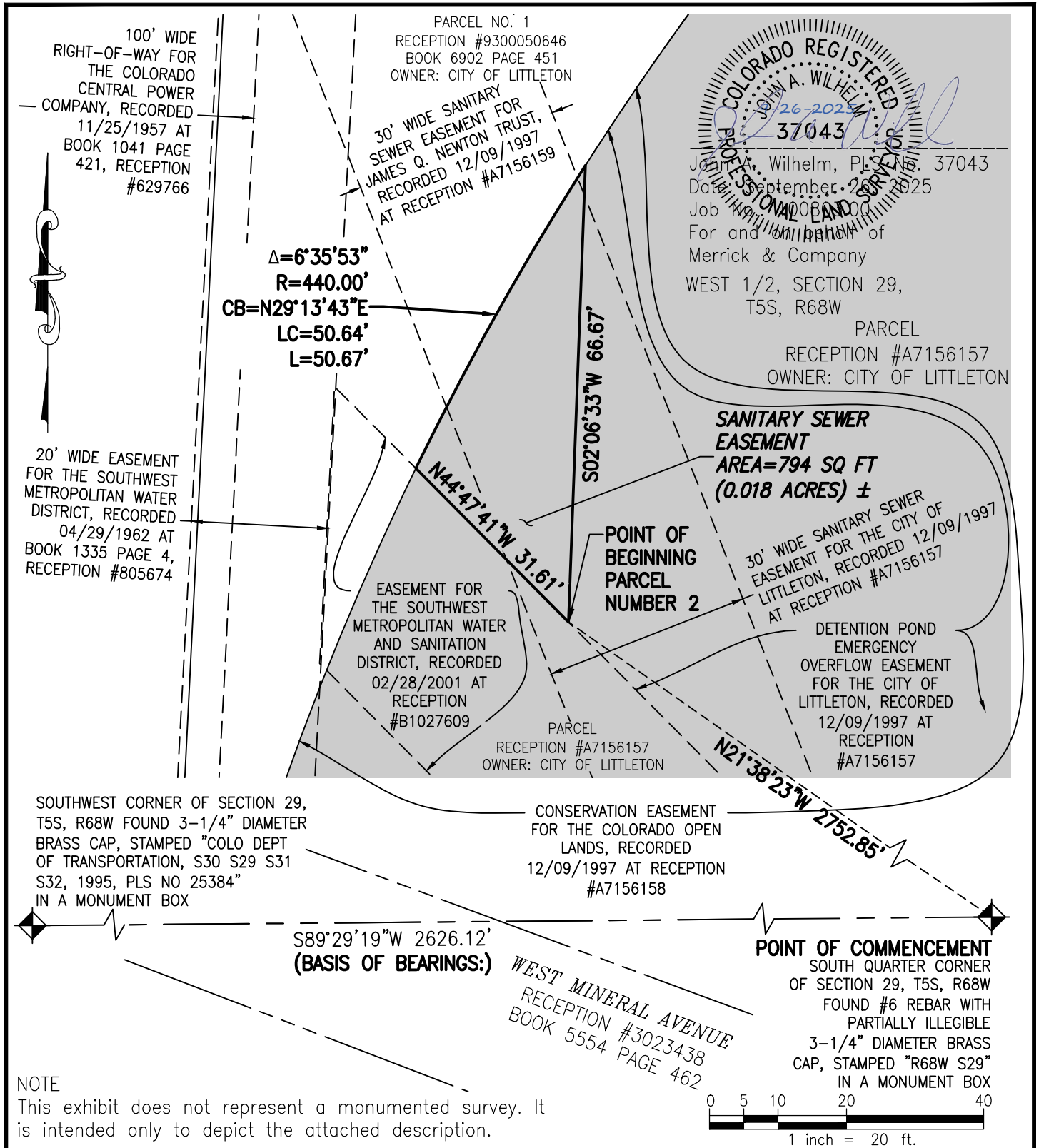
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REVISION DESCRIPTION				SANITARY SEWER EASEMENT		
MERRICK PROJECT NO.		100803.00		A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO		
DRAWN	ELZ	REVIEWED	JAW			
 MERRICK				DATE	09/26/2025	
				SCALE	N/A	SHEET NO. 1 OF 2
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111						

ILLUSTRATION FOR EXHIBIT B



REVISION DESCRIPTION			
MERRICK PROJECT NO.	100803.00		
DRAWN	ELZ	REVIEWED	JAW
 MERRICK			
8051 E. Maplewood Avenue, Suite 300, Greenwood Village, CO 80111			
SANITARY SEWER EASEMENT			
A PORTION OF THE SOUTHWEST QUARTER OF SEC. 29, T5S, R68W, 6TH P.M. ARAPAHOE, COLORADO			
DATE 09/26/2025			
SCALE 1" = 20'		SHEET NO. 2 OF 2	