

EXHIBIT G

James and Kathleen Ackerman
Assignment of Easement Agreement

Department of Natural Resources
Colorado Water Conservation Board
Assignment of Easement Agreement

Robert J. Reindl
Assignment of Easement Agreement

Ira and Susan Sealy
Assignment of Easement Agreement

South Suburban Park and Recreation District
Assignment of Easement Deed

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcels Nos. 1 and 3)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, James and Kathleen Ackerman ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated December 30, 2005, and recorded in the Arapahoe County Clerk and Recorder's Office on March 24, 2006, at Reception No. B6045832, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer lines, pipes, buried or underground water and sanitary sewer 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 Arapahoe County, Colorado, as described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all its right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District said assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

EASEMENT AGREEMENT

Sewer Line Easement

(Littleton Pipeline Extension Parcels Nos. 1 and 3)

For and in consideration of the compensating amount described in Paragraph 9 herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **James and Kathleen Ackerman**, having an address of 2410 West Belleview Avenue, Lot 2, Littleton, Colorado 80120 (the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN 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 sanitary sewer lines, pipes, buried or underground water and sanitary sewer 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 Arapahoe County, Colorado, as more particularly described and shown in **Exhibits 1 and 2** attached hereto and incorporated herein by this reference (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 purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.

2. The Grantor shall not construct or place any structure or 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 District; however,

such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, 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 Agreement.

4. 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 premise.

5. 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.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all

rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary non-exclusive construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. In consideration for Grantor's interest of the Easement, the District agrees to pay Grantor an amount of Nineteen Thousand Nine Hundred Twenty-Four Dollars and thirty-two cents (\$19,924.32).

10. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not 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.

12. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the

maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements. District agrees that for a period of one (1) year following construction which involves disturbance of the surface of the ground of the Premises directly above the constructed pipeline, the District will maintain the surface elevation and quality of the soil and/or asphalt by correcting any settling or subsiding that may occur as a result of the work done by District.

13. 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.

14. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 *et seq.*, C.R.S., as it currently exists, or may hereafter be amended.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this 30th day of December, 2005.

GRANTOR:


JAMES ACKERMAN

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 30 day of December, 2005, by James Ackerman.

WITNESS my hand and official seal.




Notary Public

My Commission expires: 11/21/2006

GRANTOR:

Kathleen Ackerman
KATHLEEN ACKERMAN

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 30 day of December, 2005, by Kathleen Ackerman.



WITNESS my hand and official seal.

Hilda A. Rodriguez
Notary Public

My Commission expires: 11/21/2006
My Commission Expires 11/21/2006

DISTRICT:

ROXBOROUGH PARK

METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry D. Moore
Its: General Manager

ATTEST:

Diane K. Morrey

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3rd day of January, 2006 by Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, by Larry D. Moore, General Mgr (title).



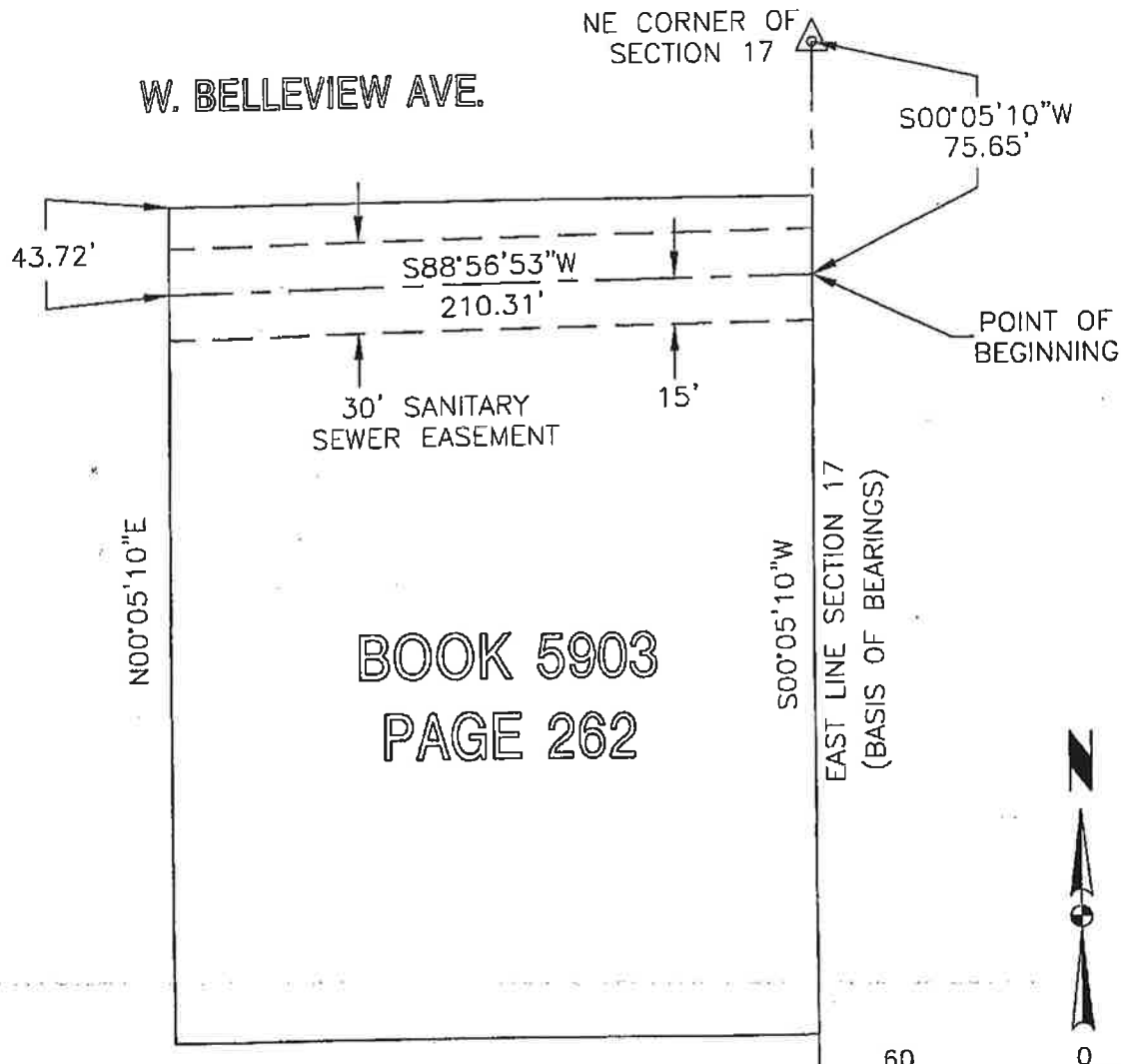
WITNESS my hand and official seal.

Victoria C. Nalen
Notary Public

My commission expires: _____ My Commission Expires 1/18/2006


EXHIBIT 1

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (1)	
	JOB NO. 001.104.09	DATE JUNE 2005

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30 FOOT WIDE STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 5903 AT PAGE 262, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10"WEST, 75.65 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL AND THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID EAST LINE, SOUTH 89°56'53"WEST, 210.31 FEET TO THE WEST LINE OF SAID PARCEL AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST AND WEST LINES OF SAID PARCEL. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 6309 SQUARE FEET (0.14 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/19/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


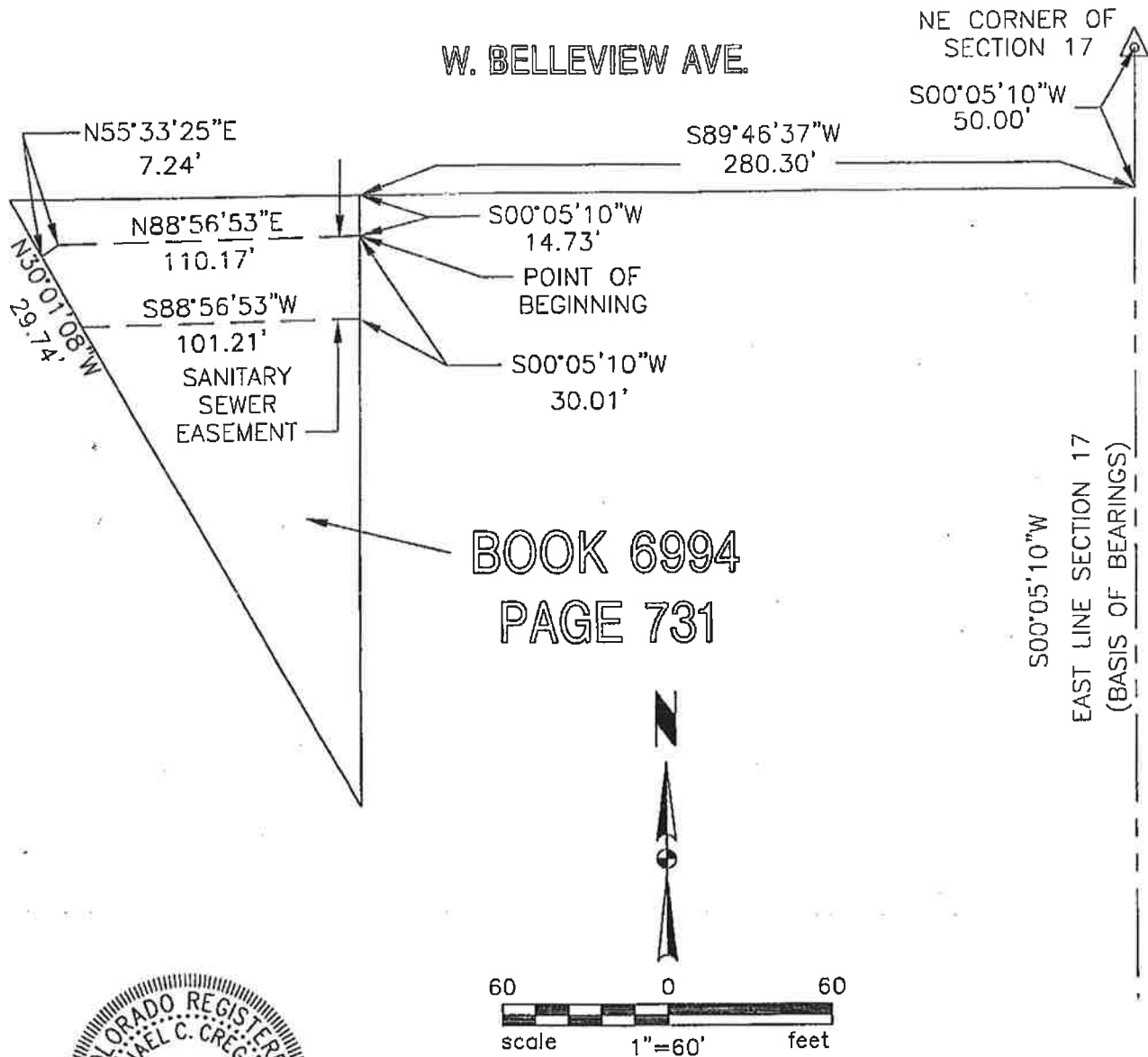
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (1)	
JOB NO.	001.104.09	DATE JUNE 2005

EXHIBIT 2

PARCEL 2
SANITARY SEWER EASEMENT
 NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



BOOK 6994
 PAGE 731



Michael C. Cregger
 12/19/05

SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (3)	
	JOB NO. 001.104.09	DATE JUNE 2005

PARCEL 2
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 6994 AT PAGE 731, IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

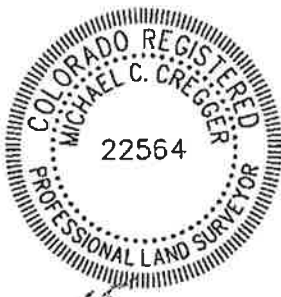
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10"WEST, 50.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°46'37"WEST, 280.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 14.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 30.01 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°56'53"WEST, 101.21 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE, NORTH 30°01'08"WEST, 29.74 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 55°33'25"EAST, 7.24 FEET; THENCE NORTH 88°56'53"EAST, 110.17 TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3278 SQUARE FEET, (0.08 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 12/19/05

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (3)	
	JOB NO. 001.104.09	DATE JUNE 2005

ASSIGNMENT OF EASEMENT AGREEMENT

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, the State of Colorado, acting by and through the Department of Natural Resources, Colorado Water Conservation Board ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated March 30, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on April 7, 2006, at Reception No. B6054374, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, the Easement Agreement provides the District with a nonexclusive easement ("Easement") upon certain real property located in the County of Arapahoe, State of Colorado, as more specifically described therein (the "Property"), for the construction, operation and maintenance by the District of a waste water pipeline (the "Improvements") for a period of twenty-five years on Grantor's Property; and

WHEREAS, subsequent to the execution and recording of the Easement Agreement, the alignment of the pipeline to be constructed on certain parcels described in the Easement Agreement was modified and the parties executed an "Amendment to Easement Agreement", dated November 18, 2007, and recorded in the Arapahoe County Clerk and Recorder's Office on December 4, 2007, at Reception No. B7152234, to correct the map and legal description contained in the Easement Agreement to account for the realignment of the pipeline on the Property, a copy of which is attached hereto as Exhibit B ("Amendment to Easement Agreement"); and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, pursuant to Paragraph 16 of the Easement Agreement, Grantor and the District understood and agreed that the District intended to assign its easement interest in the Property to the City, and the District agreed to provide written notice to Grantor of said assignment; and

WHEREAS, the District desires to assign and transfer all its right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement to the City; and

WHEREAS, the City is willing to accept said assignment of the District's right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement from the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to and under that certain Easement Agreement attached hereto as Exhibit A, and as amended in that certain Amendment to Easement Agreement attached hereto as Exhibit B.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to and under the Easement Agreement and Amendment to Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice to Grantor of this Assignment.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

Reception #: B6054374

Receipt #: 5277377

Recording Fee: \$101.00

Pages Recorded: 20

Date Recorded: 4/7/2006 1:00:28 PM



EASEMENT AGREEMENT

Grantee: Roxborough Park Metropolitan District
Description: 7 miles of wastewater gravity pipeline west side of South Platte River
Date: March 2006

THIS EASEMENT AGREEMENT is made and entered into this 30 day of March, 2006 by and between the STATE OF COLORADO, acting by and through the Department of Natural Resources, Colorado Water Conservation Board whose address is 1313 Sherman Street, Denver, CO 80203, (hereinafter, the "Grantor"), and Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO, 80125 (hereinafter, the "Grantee").

WHEREAS, the Grantor is an agency of the State of Colorado created and controlled by Title 37, Article 60, C.R.S., which functions for the welfare and benefit of the State of Colorado and its inhabitants; and

WHEREAS, the United States Army Corps of Engineers ("Corps") has constructed improvements to the flow of water in the channel of the South Platte River in Arapahoe County, State of Colorado, with said improvements known as the Chatfield Downstream Channel Improvement Project ("Improvement Project"); and

WHEREAS, the primary purpose of the Improvement Project is to provide drainage, flood control and water flow regulation; and

WHEREAS, the Corps and the Grantor entered into two agreements which gave the Grantor the responsibility of acquiring land, easements, and rights-of-way for the Improvement Project and the duty of maintaining and operating the Improvement Project; and

WHEREAS, the Grantor has acquired certain fee title interests, rights-of-way and easements within the Improvement Project right-of-way for the purposes of constructing and maintaining the Improvement Project; and

WHEREAS, the Grantee wishes to acquire and the Grantor is willing to grant a twenty-foot (20') wide non-exclusive easement for the construction, operation and maintenance of a waste water pipeline on the Grantor's property within the Improvement Project; and

WHEREAS, the Grantor approved granting such an easement to the Grantee at the Grantor's March 2005 meeting.

WITNESSETH:

That, for and in consideration of a one-time payment of fifty thousand dollars (\$50,000) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Arapahoe, State of Colorado, to wit:

DRAWINGS AND LEGAL DESCRIPTIONS OF THE EASEMENTS' AREAS ARE ATTACHED HERETO AND INCORPORATED HEREIN AS PARCEL 1, SANITARY SEWER EASEMENT, PARCEL 2, SANITARY SEWER EASEMENT, PARCEL 3, SANITARY SEWER EASEMENT, PARCEL 4, SANITARY SEWER EASEMENT, AND PARCEL 5, SANITARY SEWER EASEMENT (CONSISTING OF A TOTAL OF THIRTEEN (13) PAGES).

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for a waste water pipeline for a period of twenty-five (25) years, to commence upon execution of this Easement Agreement.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this easement for the purpose aforesaid, Grantor may in its sole discretion immediately declare such easement

- abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
2. This easement is non-exclusive and the grant of easement is subject to and subordinate to any and all previously granted easements, rights-of-way, licenses and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the easement area by any other party under a previous grant, whether granted by Grantor or previous owner. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
 3. During the term of the Easement Agreement, the Grantor shall have the right to dispose of the Property or to use the same for other purposes subject to the rights and privileges herein granted to the Grantee. Grantor reserves the right to grant additional easements to third parties, provided that said easements do not materially interfere with the easement granted herein.
 4. The terms and conditions of the easement granted herein shall be in compliance with and subordinate to the terms of the September 7, 1977 and January 29, 1980 Agreements between the United States Army Corps of Engineers and the Colorado Water Conservation Board ("Agreements"), which are incorporated herein by reference. This covenant and agreement includes but is not limited to the maintenance and operational requirements on the Grantor and its designees under those Agreements and the requirement that Grantor and its designees have unlimited access to the lands covered by this Easement to perform all necessary activities. The Grantee shall cooperate with the Grantor and its designees in the performance of its maintenance and operational requirements. Noncompliance by the Grantee with this provision shall be grounds for immediate termination of this Easement Agreement by the Grantor.
 5. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
 6. If this easement is granted pursuant to §24-82-201 C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate.
 7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
 8. The signatories aver that they are familiar with § 18-8-301, C.R.S. et. seq., (Bribery and Corrupt Influences) and § 18-8-401, C.R.S. et. seq., (Abuse of Public Office), and that no violation of such provisions is present.
 9. This Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
 10. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a conformed copy of the recorded easement.
 11. Any notice required or permitted by this Easement Agreement may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Grantor:
Joe Busto
Colorado Water Conservation Board
Flood Protection Section
1313 Sherman Street, Rm 721
Denver, CO 80203

Grantee:
Roxborough Park Metropolitan District
Attn: District Manager
6222 North Roxborough Road
Littleton, CO 80125

cc: State Buildings and Real Estate Programs

cc: Alan D. Pogue, Esq.

Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

White, Bear and Ankele, Professional Corporation
1805 Shea Center Drive, Suite 100
Highlands Ranch, CO 80129

Notice of change of address shall be treated as any other notice.

12. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores and metals of any kind and character, including but not limited to coal, asphaltum, oil and gas in or under said easement.
13. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
14. This Easement Agreement shall be governed by the laws of the State of Colorado.
15. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq. C.R.S. and §24-30-1501, et seq. C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Grantor and the Grantee to the above cited laws.
16. The parties hereto understand and agree that it is the intent of Grantee to assign its easement interest in the Property to the City of Littleton, Colorado. All provisions of this agreement apply to the City of Littleton, or any other successors or assigns, upon assignment of the easement. In the future, when the Grantee desires to assign this Easement to the City of Littleton, Colorado, the District agrees to provide written notice to the Grantor of this assignment. Furthermore, Grantee agrees to record the Assignment of Easement in the records of the Arapahoe County Clerk and Recorder, Colorado. Any additional other assignments of this Easement shall not be made in whole or in part, by either Party without the prior written consent of the other Party.

GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns and successors shall have access at all times, subject to Grantor's security policies and procedures, to the Property for construction and maintenance of the waste water pipeline. Upon non-renewal, abandonment or termination of any of the Grantee's rights or privileges under this Easement Agreement, the Grantee's rights to access shall terminate.

GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the easement granted herein. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way which encroach upon the easement granted herein, Grantee expressly agrees and covenants it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. Grantor shall determine in its sole discretion whether the restoration complies with this paragraph. In the event that Grantee does not remove the improvements within such 90-day period, Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee may not use this grant of easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, the easement is automatically terminated, and all of the right, title and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided

above. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

4. It shall be the sole responsibility of the Grantee to obtain all necessary and applicable local, state and federal approvals and permits for the purposes set forth herein. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the easement lands, including but not limited to local, state and federal flood plain regulations. Noncompliance by the Grantee with this paragraph and/or any such permit, rule regulation, or policy shall be grounds for immediate termination of this Easement Agreement by the Grantor.
5. Grantee agrees to indemnify, defend and hold harmless the Grantor against all liability, loss and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors, except the Corps, to indemnify, defend and hold harmless Grantor, its employees and agents, and the Corps from any and all claims, damages and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this Easement Agreement.
6. Grantee warrants that, throughout the term of this Easement Agreement, Grantee shall maintain continual commercial general liability insurance covering its use of the easement, with said insurance policy naming Grantor as an additional insured. Copies of the current Acord Form 25 evidencing said insurance and additional insured endorsement(s) are attached to this Easement Agreement as Exhibit B and incorporated herein. Notices of renewal of this insurance shall be provided to Grantor on an annual basis. Said policy shall provide coverage in the amounts established by the Colorado Governmental Immunity Act (Article 10, Title 24, C.R.S.), both now and as hereafter amended.
7. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Prior to restoring the property, Grantee shall submit a reclamation plan to Grantor for review and approval to ensure Grantor's property shall be restored as closely as possible to the original condition after construction of the project by the Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
8. Grantee shall provide Grantor with as-built drawings prepared and signed by a licensed Colorado professional engineer showing the location of any improvements constructed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.
9. The Grantor may, in its sole discretion, require the Grantee to relocate a portion or portions of improvements on the property by giving the Grantee at least ninety (90) days prior written notice of such requirement. All relocation costs shall be paid by the Grantee. In the event that Grantee does not remove the improvements within such 90-day period, Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements abandoned and the improvements shall become the property of Grantor.
10. The Grantee understands and agrees that its facilities are subject to damage and total loss without liability accruing to the Grantor as a result of flooding, as the result of maintenance and operation of the Chatfield Downstream Channel Improvement Project by the Grantor, the Grantor's designees, or the Corps.
11. All proposed facilities to be constructed, owned, operated, and maintained by Grantee within the Improvement Project right-of-way or within any identified major drainage shall be reviewed and approved for construction by the Urban Drainage and Flood Control District ("UDFCD"). Any facilities that can qualify for UDFCD maintenance eligibility shall be done in accordance with UDFCD Guidelines for Maintenance Eligibility of Flood Control Facilities

Constructed by Others, September 2000, or as hereafter amended, and the Urban Storm Drainage Criteria Manual (USDCM).

12. The construction, storage and movement of vehicles, trucks and machinery shall be conducted at all times so as to minimize any disruption to recreational trails and paths while maximizing public safety. At all times during construction and maintenance activities, all of the recreation trails and paths shall remain open, unless adequate detours including signage and fencing are provided by the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

Grantor:
State of Colorado
Bill Owens, Governor
Acting by and through the
Department of Natural Resources, Colorado Water
Conservation Board
By: [Signature]
For the Executive Director

APPROVED:

STATE OF COLORADO
Department of Personnel & Administration
State Buildings & Real Estate Programs

By: [Signature]
For the Executive Director

Grantee:
Roxborough Park Metropolitan District, a quasi-municipal
corporation and political subdivision of the State of Colorado

By: [Signature]
Title: General Manager

Attest (Seal)

By: [Signature]
Secretary

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: [Signature]
Jennifer Mcle, No. 30720
Assistant Attorney General
Natural Resources & Environment Section

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28 day of March, 2006, by
on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 2/12/07

[Signature]
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of March, 2006, by Larry D. Moore as Gen Mgr of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado on behalf of the Grantee. Witness my hand and official seal.

My commission expires

~~My Commission Expires~~
01/18/2010

Victoria C. Nolen

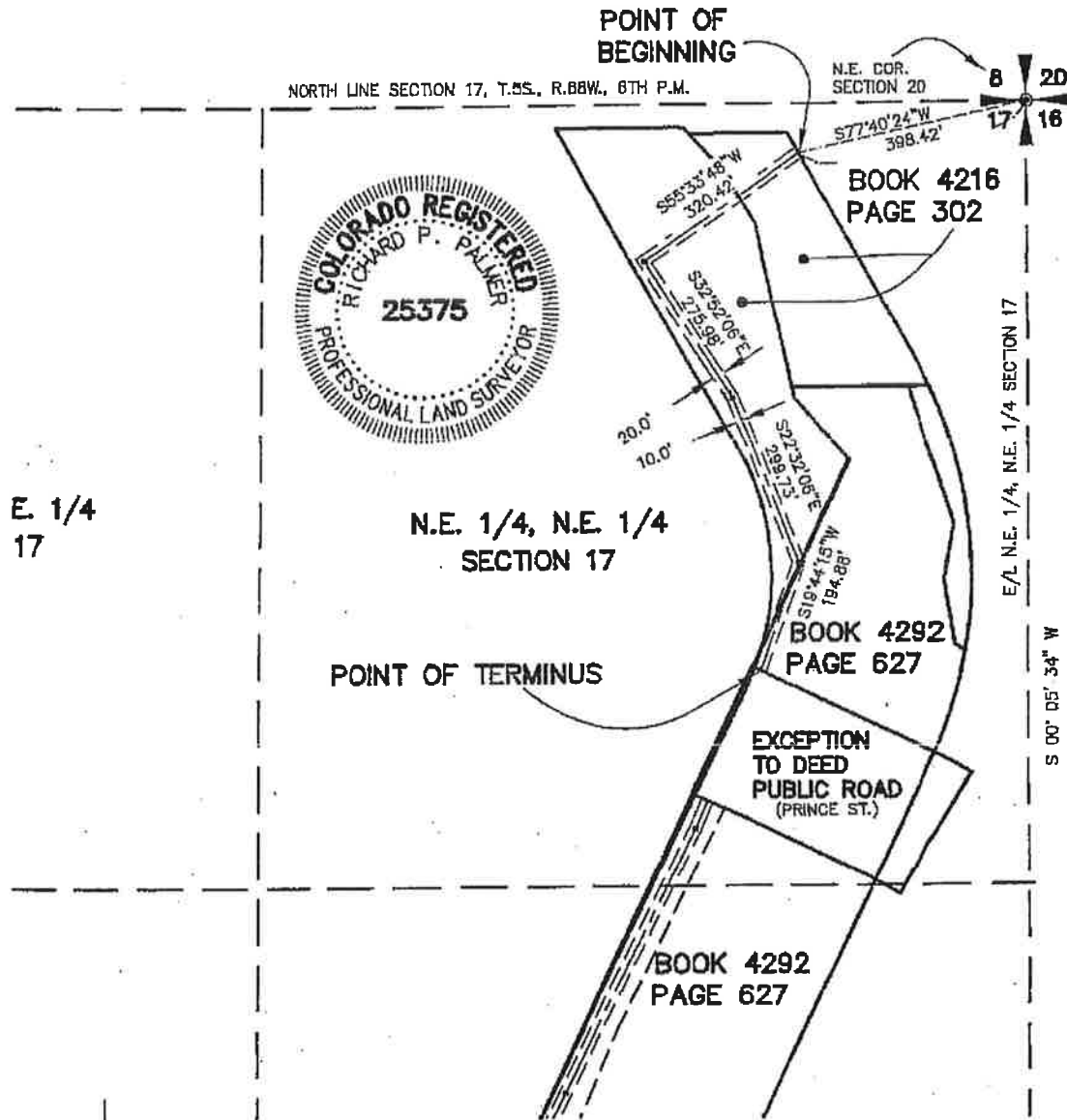
Notary Public

RPMD\Littleton Pipeline\CWCB Wastewater V4 Clean \CBU1703030906
0011.0508.1

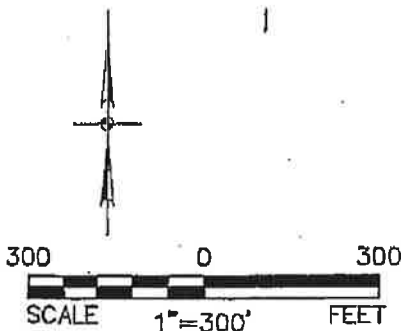



PARCEL 1 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT	
<div style="display: flex; align-items: center;"> <div style="text-align: center;">  <p>TST</p> </div> <div> <p>SANITARY SEWER EASEMENT</p> </div> </div>	
COLORADO WATER CONSERVATION BOARD 4, 4-A & 4-B	
JOB NO.	DATE
001.104.09	DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 1 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4216, PAGE 302 AND BOOK 4282, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4216, PAGE 302, THAT BEARS S. 77°40' 24" W., 398.42 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 55°33'48" W., 320.42 FEET; THENCE S. 32°52' 06" E., 275.98 FEET; THENCE S. 22°32' 06" E., 299.73 FEET; S. 19°44' 15" E., 194.88 TO A POINT IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PRINCE STREET AND THE TERMINUS OF SAID CENTERLINE.



12/12/05
DATE

SHEET 2 OF 2

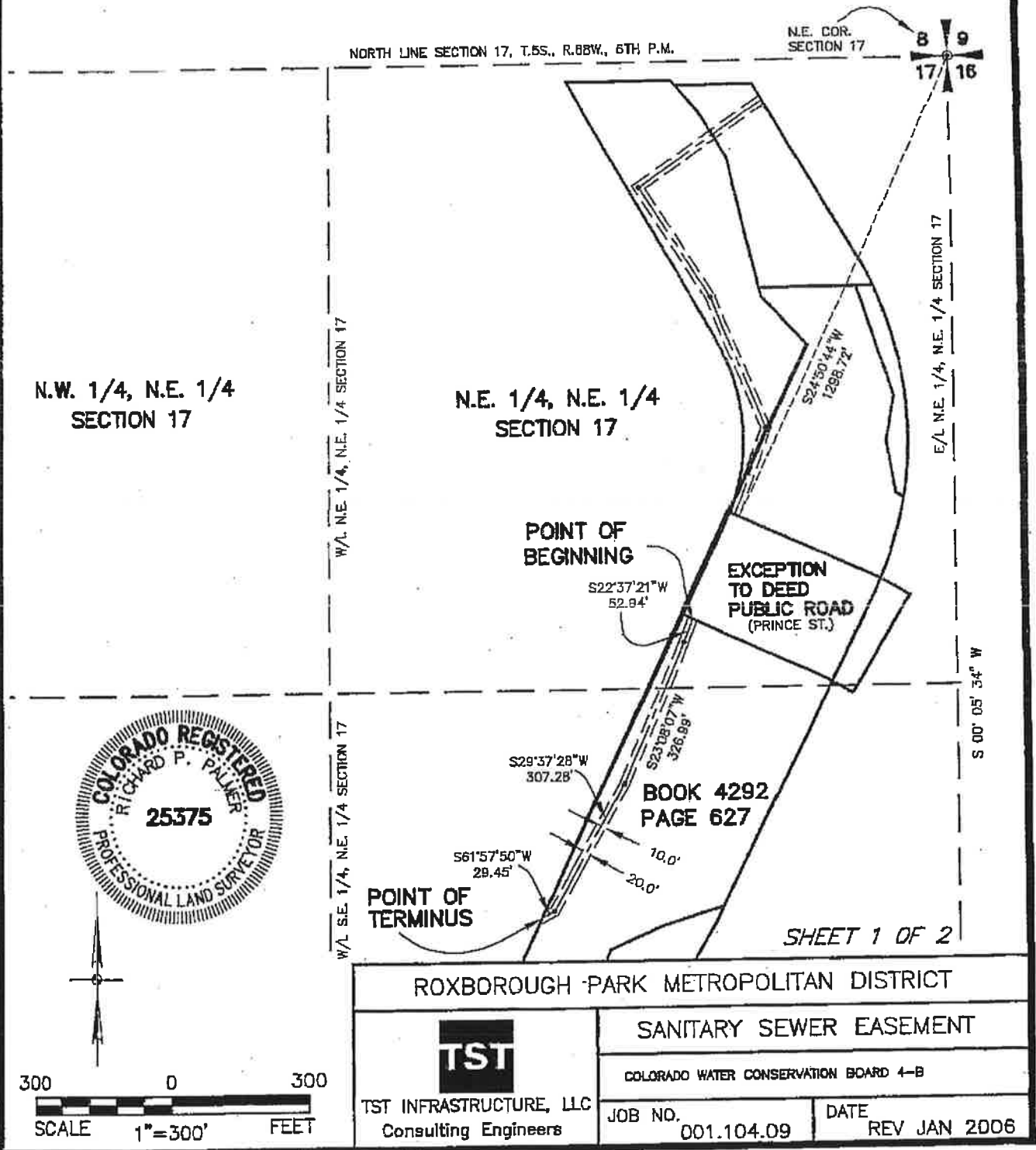
ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	COLORADO WATER CONSERVATION BOARD 4, 4-A & 4-B
	JOB NO. 001.104.09 DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2 SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2 SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4292, PAGE 627, SAID POINT BEING COINCIDENT WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PRINCE STREET, THAT BEARS S. 24°50' 44" W., 1298.72 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 22°37'21" W., 52.94 FEET; THENCE S. 23°08' 07" W., 326.99 FEET; THENCE S. 29°37' 28" W., 307.28 FEET; THENCE S. 61°57' 50" W., 29.45 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BOOK 4292, PAGE 627 AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER, CO. DATE
COLORADO REGISTRATION NO. 25375

SHEET 2 OF 2

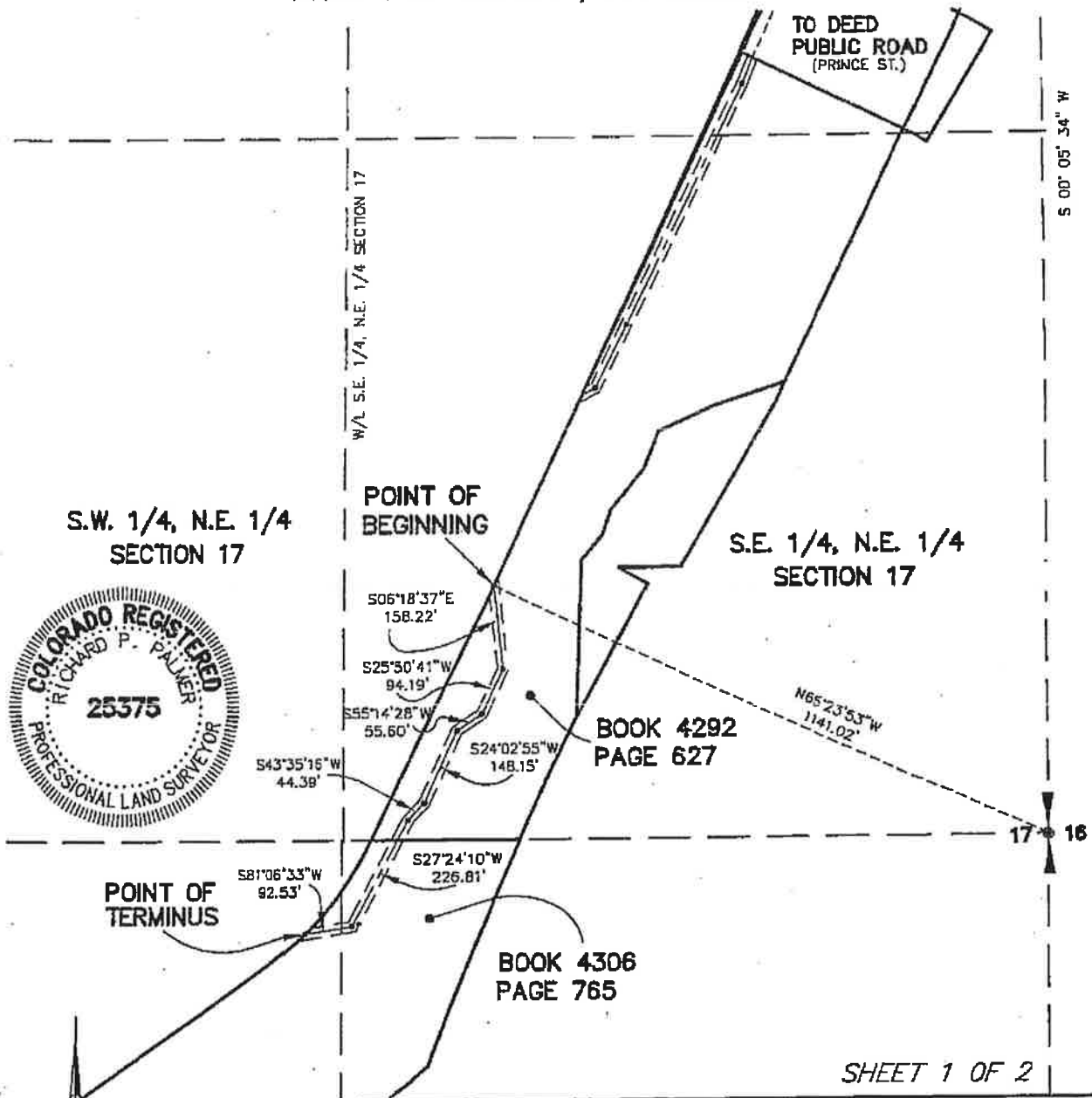
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B	
	JOB NO. 001.104.09	DATE REV JAN 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 3 SANITARY SEWER EASEMENT

E. 1/2 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



ROXBOROUGH PARK METROPOLITAN DISTRICT	
<div> <div>TST</div> <div>TST INFRASTRUCTURE, LLC Consulting Engineers</div> </div>	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 4-B (2)	
JOB NO. 001.104.09	DATE REV MAR 2006

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 3 SANITARY SEWER EASEMENT

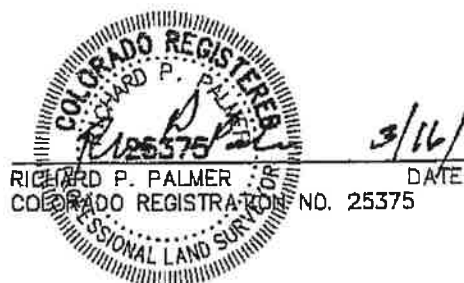
E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT


A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627 AND BOOK 4306, PAGE 765, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID BOOK 4292, PAGE 627, THAT BEARS N. 65°23' 53" W., 1141.02 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 17; THENCE S. 06°18' 37" E., 158.22 FEET; THENCE S. 25°50' 41" W., 94.19 FEET; THENCE S. 55°14' 28" W., 55.60 FEET; THENCE S. 24°02' 55" W., 148.15 FEET; THENCE S. 43°35' 16" W., 44.39 FEET; THENCE S. 27°24' 10" W., 226.81 FEET; THENCE S. 81°06' 33" W., 92.53 FEET TO A POINT IN THE WEST LINE OF SAID BOOK 4306, PAGE 765 AND THE TERMINUS OF SAID CENTERLINE.



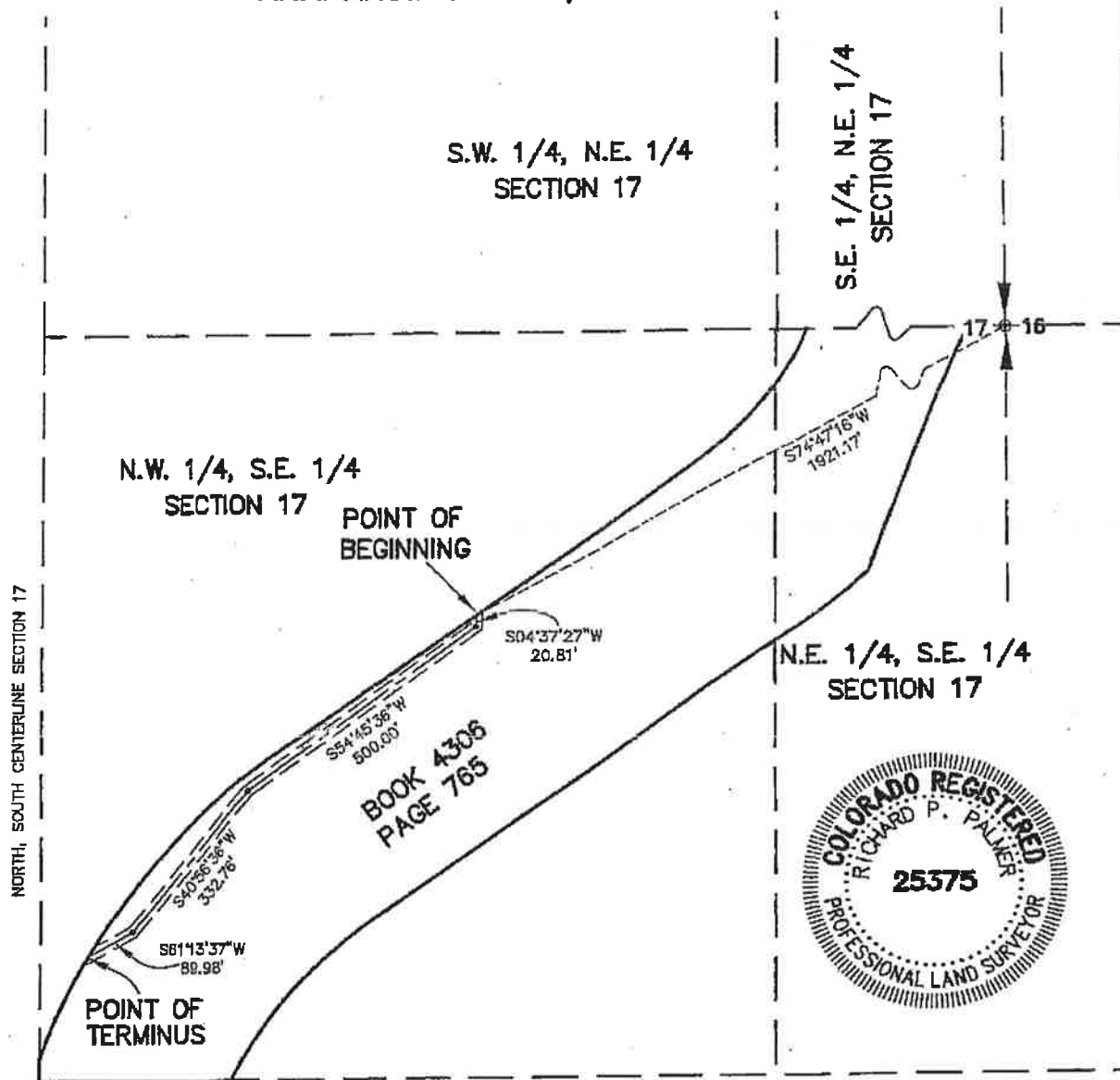
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B (2)	
	JOB NO. 001.104.09	DATE REV JAN 2006

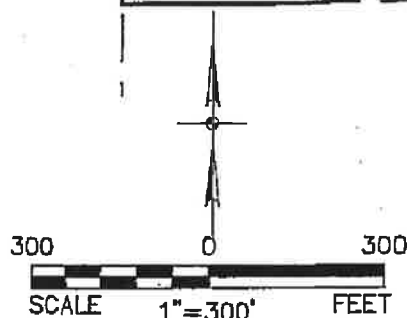
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT
N.W. 1/4, S.E. 1/4 SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 4-B (3)

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO.
001.104.09

DATE
DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT
N.W. 1/4, S.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT


A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4306, PAGE 765, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4306, PAGE 765, THAT BEARS S. 74°47' 16" W., 1921.17 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 17; THENCE S. 04°37' 27" W., 20.81 FEET; THENCE S. 54°45' 36" W., 500.00 FEET; THENCE S. 40°56' 36" W., 332.76 FEET; THENCE S. 61°13' 37" W., 89.98 FEET TO A POINT OF NON-TANGENT CURVATURE ON SAID WESTERLY LINE OF SAID BOOK 4306, PAGE 765 AND THE TERMINUS OF SAID CENTERLINE.



SHEET 2 OF 2

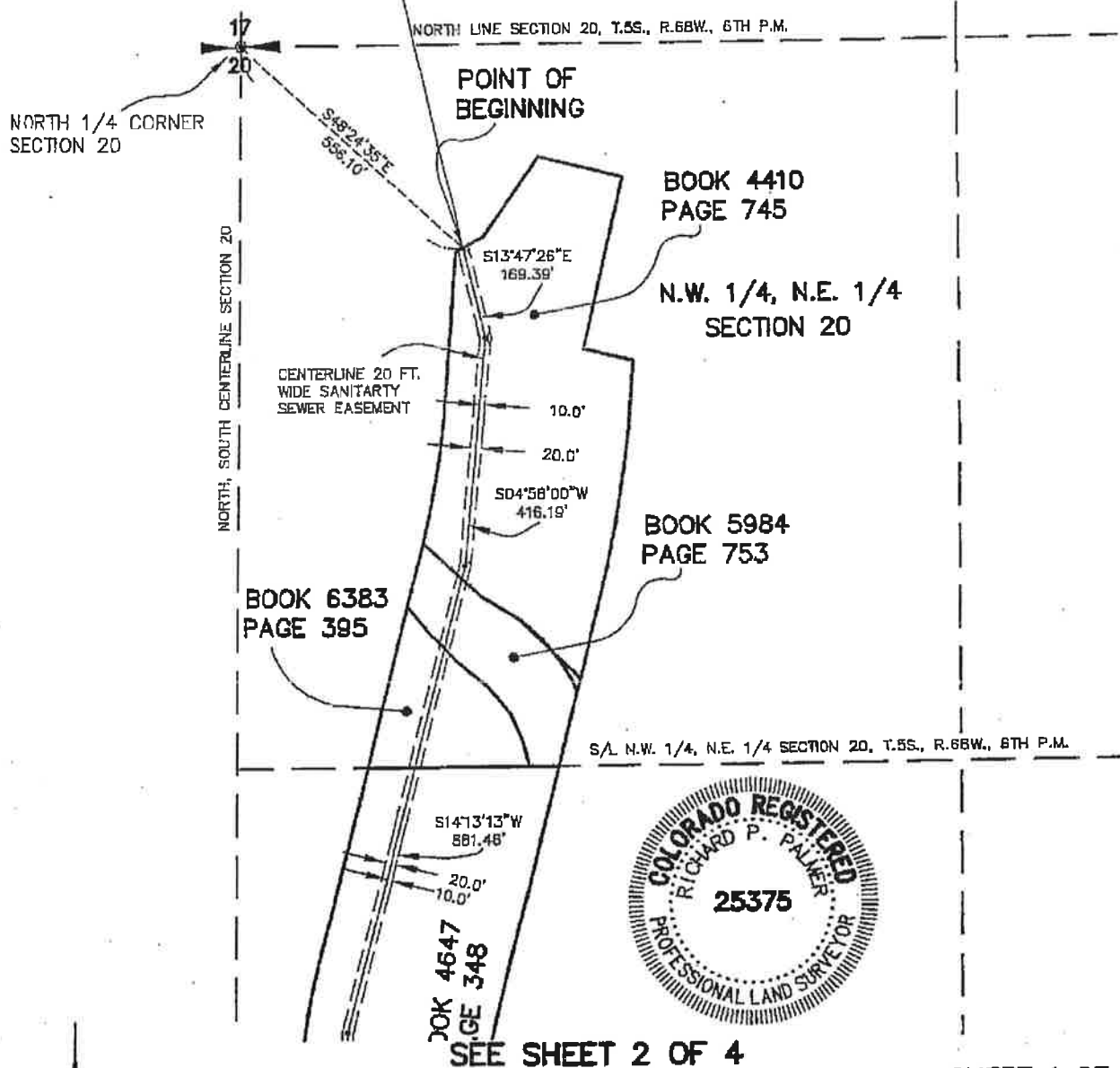
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B (3)	
	JOB NO. 001.104.09	DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

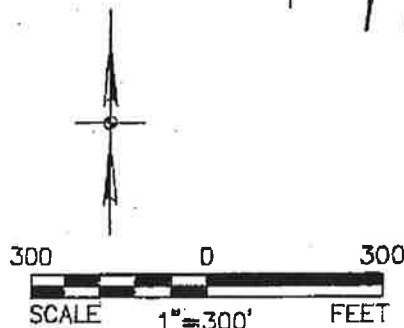
PROJ. NO. 2004-132


PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 5

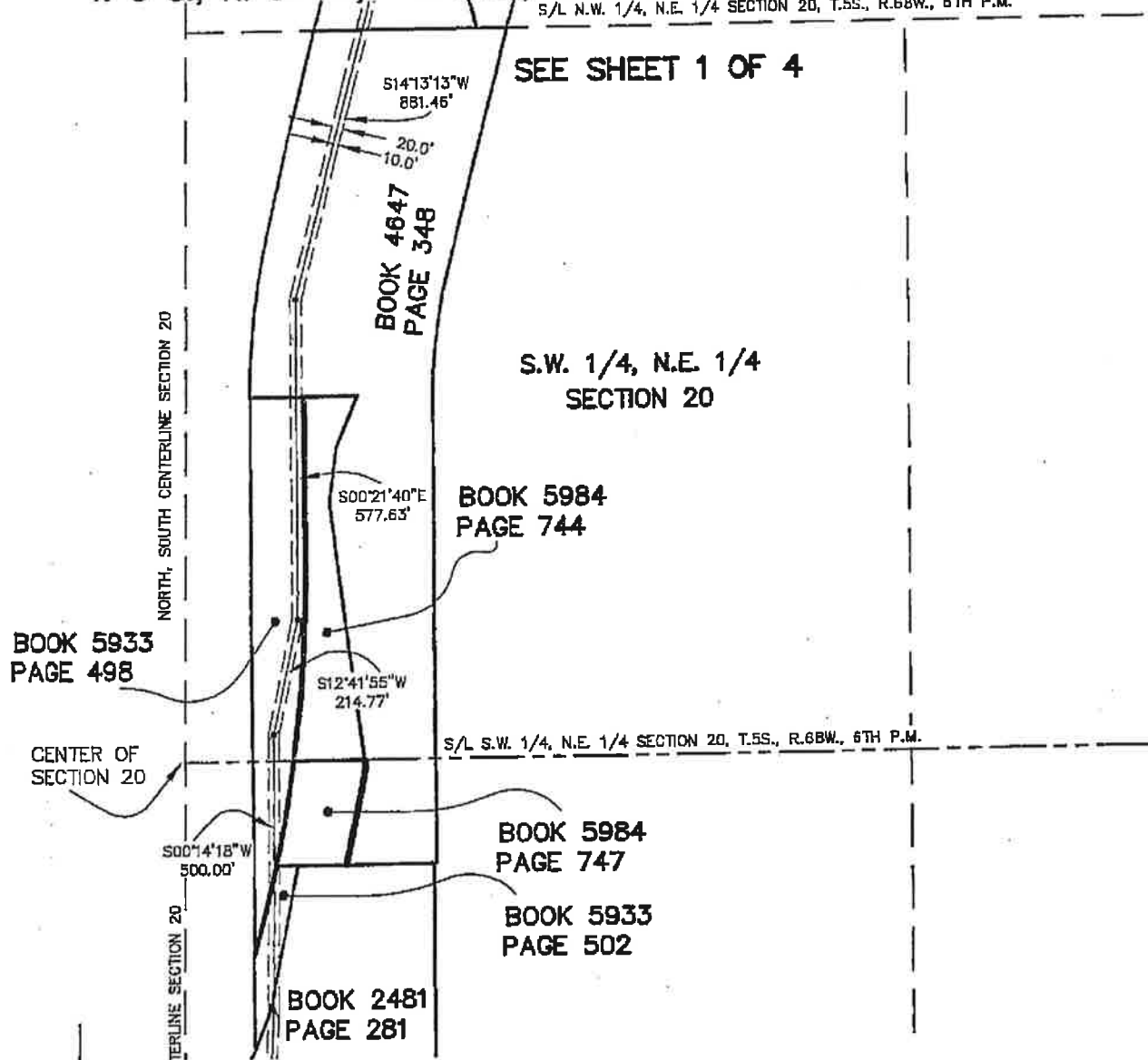


ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 11-22	
 TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE DEC 2005

PARCEL 5 SANITARY SEWER EASEMENT

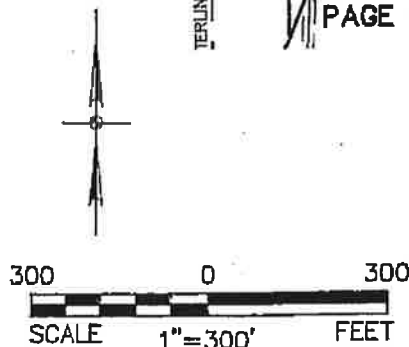
E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO


S/L N.W. 1/4, N.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.



SEE SHEET 3 OF 4

SHEET 2 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	COLORADO WATER CONSERVATION BOARD 11-22
JOB NO. 001.104.09	DATE DEC 2005

FILE NAME: PWSLROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

CENTER OF
SECTION 20

S/L S.W. 1/4, N.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.

SEE SHEET 2 OF 4

BOOK 5984
PAGE 747

BOOK 5833
PAGE 502

BOOK 2481
PAGE 281

N.W. 1/4, S.E. 1/4
SECTION 20

BOOK 4835
PAGE 727

S/L N.W. 1/4, S.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.

S00°14'18"W
500.00'

NORTH, SOUTH CENTERLINE SECTION 20

S02°56'46"W
392.85'

S12°10'17"E
239.15'

20.0'

10.0'

S17°31'51"W
488.11'

BOOK 3791
PAGE 688

S17°25'26"W
220.47'

S35°32'40"W
117.77'

SEE SHEET 4 OF 4

SHEET 3 OF 5

300 0 300
SCALE 1"=300' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO.
001.104.09

DATE
DEC 2005

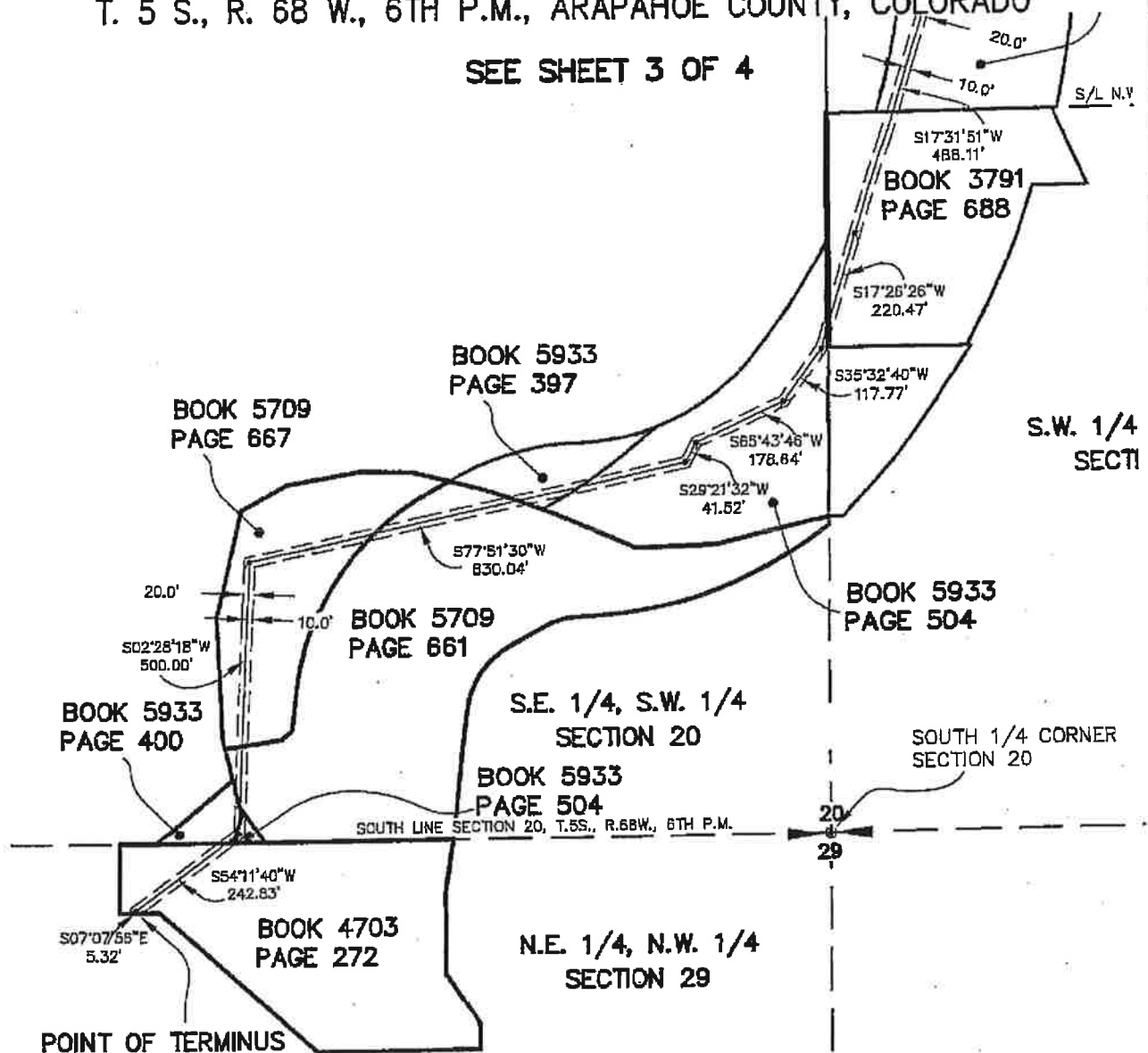
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

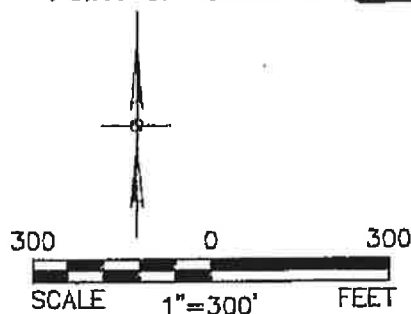
PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 3 OF 4



SHEET 4 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 11-22	
TST TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4410, PAGE 745, BOOK 5984, PAGE 753, BOOK 6383, PAGE 395, BOOK 4647, PAGE 348, BOOK 5933, PAGE 498, BOOK 5984, PAGE 747, BOOK 5933, PAGE 502, BOOK 2481, PAGE 281, BOOK 4635, PAGE 727, BOOK 3791, PAGE 688, BOOK 5933, PAGE 504, PAGE 5933, PAGE 397, BOOK 5709, PAGE 661, BOOK 5709, PAGE 667, BOOK 5933, PAGE 400 AND BOOK 4703, PAGE 272, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 20 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E..

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4410, PAGE 745, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, BLOCK 28, PEABODYS ADDITION TO THE CITY OF LITTLETON, THAT BEARS S. 48°24' 35" E., 556.10 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE S. 13°47'26" E., 169.39; THENCE S. 04°58' 00" W., 416.19 FEET; THENCE S. 14°13' 13" W., 881.46 FEET; S. 00°21' 40" E., 577.63 FEET; THENCE S. 12°41' 55" W., 214.77 FEET; THENCE S. 00°14' 18" W., 500.00 FEET; THENCE S. 02°56' 46" W., 392.65 FEET; THENCE S. 12°10' 17" E., 239.15 FEET; THENCE S. 17°31' 51" W., 488.11 FEET; THENCE S. 17°26' 26" W., 220.47 FEET; THENCE S. 35°32' 40" W., 117.77 FEET; THENCE S. 65°43' 46" W., 178.64 FEET; THENCE S. 29°21' 32" W., 41.52 FEET; THENCE S. 77°51' 30" W., 830.04 FEET; THENCE S. 02°28' 18" W., 500.00 FEET; THENCE S. 54°11' 40" W., 242.83 FEET; THENCE S. 07°07'58" E., 5.32 TO A POINT IN THE SOUTH LINE OF SAID BOOK 4703, PAGE 272, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER :
COLORADO REGISTRATION NO. 25375

12/12/05

DATE

SHEET 5 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO. 001.104.09

DATE DEC 2005

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NT
ROXB0-1DATE (MM/DD/YYYY)
03/07/06

PRODUCER

Insurance Associates of Estes,
P. O. Box 4190
Estes Park CO 80517
Phone: 970-586-4407 Fax: 970-586-3370

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Roxborough Park Metro Dist.
Attn: Larry Moore
6222 N. Roxborough Park Rd.
Littleton CO 80125

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American Alternative Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&D & EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SDISSK910214802	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Emp Ben. 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SDSA805080300	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$-0-	SDISSK92005961	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				W/C STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
A		Property Section	SDISSK910214802	01/01/06	01/01/07	
A		Equipment Floate	SDISSK910214802	01/01/06	01/01/07	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the certificate holder is named as additional insured but only as respects to the liability arising out of the activities of the named insured.

CERTIFICATE HOLDER

CWCB001

CWCB
Dept. of Natural Resources
1313 Sherman Street
Denver CO 80203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.


AUTHORIZED REPRESENTATIVE

Shelley K. Doggett

EXHIBIT B

AMENDMENT TO EASEMENT AGREEMENT

Please return to:
Roxborough Water and Sanitation District
6222 N. Roxborough Park Road
Littleton, Colorado 80125

Arapahoe County Clerk & Recorder, Nancy A. Dufy
Reception #: B7152234
Receipt #: 5370634
Pages Recorded: 7
Date Recorded: 12/4/2007 10:58:58 AM
Recording Fee: \$36.00


Grantee: Roxborough Water and Sanitation District, f/k/a Roxborough Park Metropolitan District
Description: 7 miles of wastewater gravity pipeline on the west side of Platte River
Date: October, 2007

AMENDMENT TO EASEMENT AGREEMENT
(Originally Recorded April 7, 2006, Reception #B6054374)

WHEREAS, an Easement Agreement dated March 30, 2006, between the STATE OF COLORADO, acting by and through the Department of Natural Resources, Colorado Water Conservation Board ("Grantor") and Roxborough Water and Sanitation District (formerly known as Roxborough Park Metropolitan District ("Grantee") (collectively, the "Parties"), was recorded with the Arapahoe County Clerk and Recorder, on April 7, 2006, Reception Number B6054374 ("Easement Agreement"); and

WHEREAS, the Easement Agreement provides Grantee with a nonexclusive easement upon certain property located in the County of Arapahoe, State of Colorado, as more specifically described as Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 therein (the "Property"), for the construction, operation and maintenance by Grantee of a wastewater pipeline on Grantor's Property; and

WHEREAS, subsequent to the execution and recording of the Easement Agreement, the alignment of the pipeline to be constructed on Parcel 2 and Parcel 5 of the Property was modified due to a conflict with an existing utility and with an existing surface improvement, respectively; and

WHEREAS, the Parties desire to record a corrected map and legal description for Parcel 2 and Parcel 5, as attached hereto as Exhibit A and incorporated herein by reference, to account for the realignment of the pipeline on Parcel 2 and Parcel 5 of the Property.

NOW, THEREFORE, the Parties hereby declare:

1. The legal descriptions for Parcel 2 and Parcel 5 described in the Easement Agreement are hereby amended to account for the realignment of the pipeline on Parcel 2 and Parcel 5 of the Property. The amended legal descriptions for Parcel 2 and Parcel 5 are attached hereto as Exhibit A and shall replace the previously recorded legal descriptions for Parcel 2 and Parcel 5 described in the Easement Agreement.
2. Legal descriptions for Parcel 1, Parcel 3, and Parcel 4 recorded with the original Easement Agreement shall remain in full force and effect.
3. This Amendment to Easement Agreement shall be recorded with the Arapahoe County Clerk and Recorder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Easement Agreement to be executed this 16 day of Nov, 2007.

Grantor:
State of Colorado
Bill Ritter, Governor
Acting by and through the
Department of Natural Resources,
Colorado Water Conservation Board

By: [Signature]
For the Executive Director

Grantee:
Roxborough Water and Sanitation District, a quasi-municipal
Corporation and political subdivision of the State of Colorado

By: [Signature]
Title: General Manager

Attest (Seal)

By: [Signature]
Secretary



APPROVED:

STATE OF COLORADO
Department of Personnel & Administration
State Buildings & Real Estate Programs

By: [Signature]
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

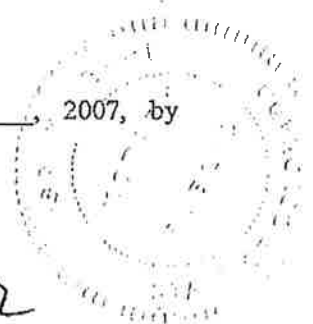
By: [Signature]
Jennifer Mele, No. 30720
Assistant Attorney General
Natural Resources & Environmental Section

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16 day of Nov, 2007, by Lisa M. Barr, on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 9/23/11.

[Signature]
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of October, 2007, by Larry Moore, as General Manager of Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado on behalf of the Grantee. Witness my hand and official seal.

My commission expires 01/18/2010

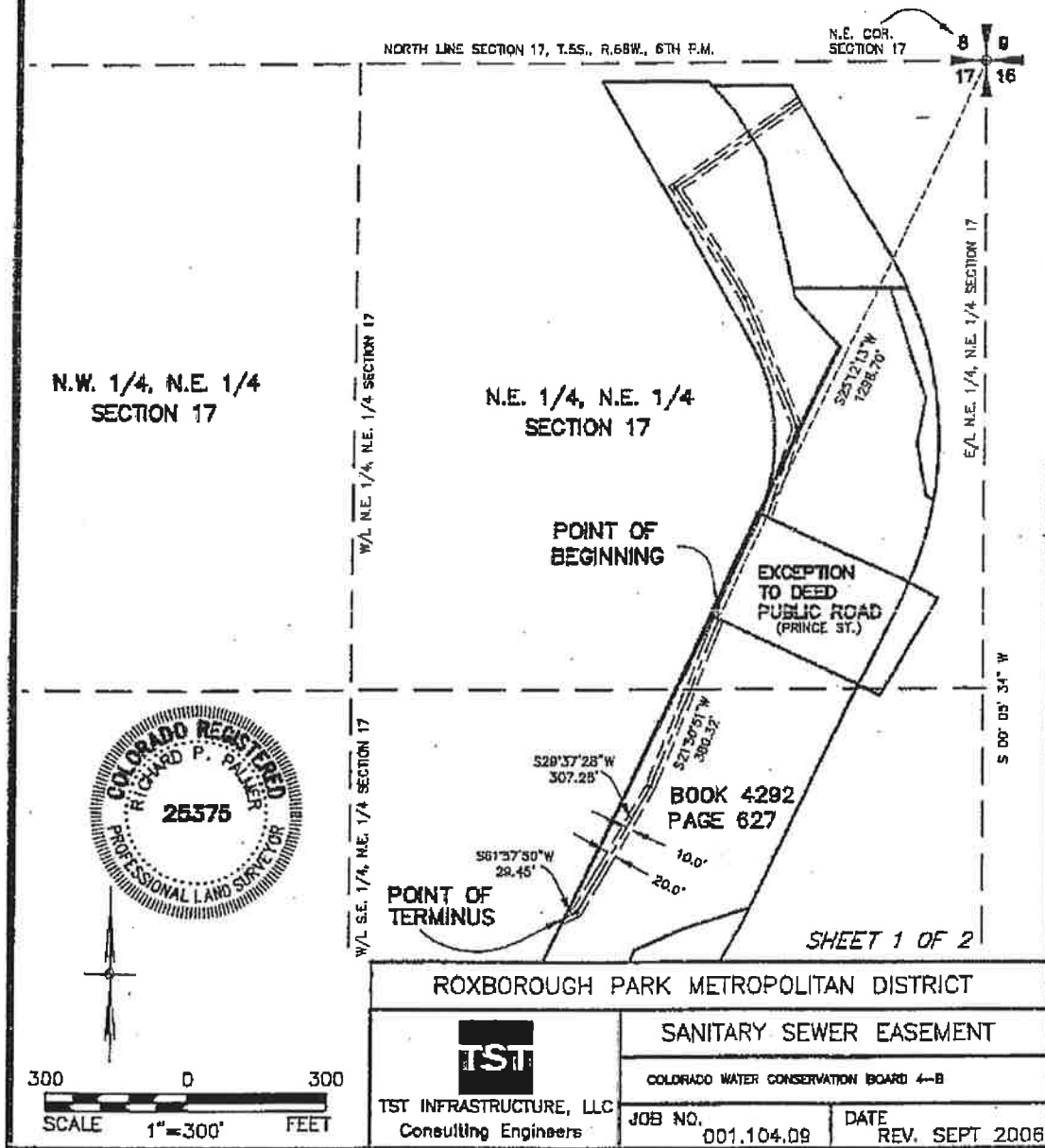
[Signature]
Notary Public



EXHIBIT A

AMENDED LEGAL DESCRIPTIONS FOR PARCEL 2 AND PARCEL 5

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2
SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4292, PAGE 627, SAID POINT BEING COINCIDENT WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PRINCE STREET, THAT BEARS S. 25°12' 13" W., 1298.70 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 21°50' 51" W., 380.32 FEET; THENCE S. 29°37' 28" W., 307.28 FEET; THENCE S. 61°57' 50" W., 29.45 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BOOK 4292, PAGE 627 AND THE TERMINUS OF SAID CENTERLINE.




RICHARD E. PALMER
COLORADO REGISTRATION NO. 25375

DATE

SEPTEMBER 30, 2007

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B	
	JOB NO. 001.104.09	DATE REV. SEPT 2006

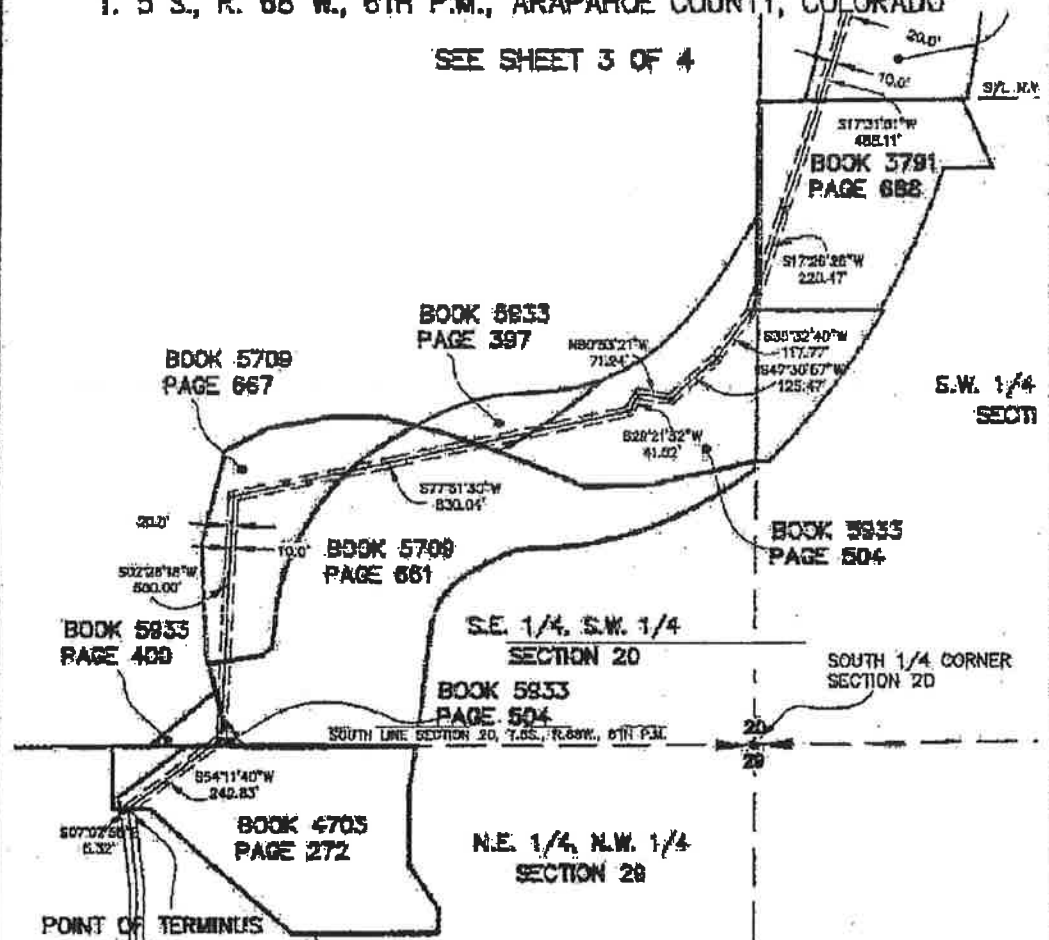
FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132


PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 3 OF 4



SHEET 4 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT		
<div style="display: flex; align-items: center;"> <div style="flex: 1;">  <p>T&T INFRASTRUCTURE, LLC Consulting Engineers</p> </div> <div style="flex: 2;"> <p align="center">SANITARY SEWER EASEMENT</p> <p align="center">COLORADO WATER CONSERVATION BOARD 11-22</p> </div> </div>		
JOB NO.	DATE	
001,104.09	DEC 2005	

FILE NAME: PWSL ROXWATERTRACTS_4418-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

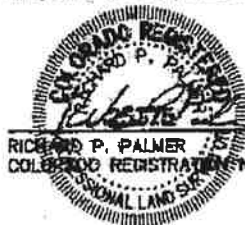
E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4410, PAGE 745, BOOK 5984, PAGE 753, BOOK 6383, PAGE 395, BOOK 4647, PAGE 348, BOOK 5933, PAGE 498, BOOK 5984, PAGE 747, BOOK 5933, PAGE 502, BOOK 2481, PAGE 261, BOOK 4635, PAGE 727, BOOK 3781, PAGE 688, BOOK 5933, PAGE 504, PAGE 5933, PAGE 397, BOOK 5709, PAGE 881, BOOK 5706, PAGE 657, BOOK 5933, PAGE 400 AND BOOK 4703, PAGE 272, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 20 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E.,

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4410, PAGE 745, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, BLOCK 28, REABODYS ADDITION TO THE CITY OF LITTLETON, THAT BEARS S. 48°24' 35" E., 556.10 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE S. 13°47' 26" E., 169.38; THENCE S. 04°58' 00" W., 416.18 FEET; THENCE S. 14°13' 13" W., 881.46 FEET; S. 00°21' 40" E., 577.63 FEET; THENCE S. 12°41' 55" W., 214.77 FEET; THENCE S. 00°14' 18" W., 500.00 FEET; THENCE S. 02°56' 48" W., 392.65 FEET; THENCE S. 12°10' 17" E., 238.15 FEET; THENCE S. 17°31' 51" W., 488.11 FEET; THENCE S. 17°26' 26" W., 220.47 FEET; THENCE S. 35°32' 40" W., 117.77 FEET; THENCE S. 47°30' 57" W., 125.47 FEET; THENCE N. 80°53' 31" W., 71.24 FEET; THENCE S. 26°21' 32" W., 41.52 FEET; THENCE S. 77°51' 30" W., 830.04 FEET; THENCE S. 02°28' 18" W., 500.00 FEET; THENCE S. 54°11' 40" W., 242.83 FEET; THENCE S. 07°07' 58" E., 5.32 TO A POINT IN THE SOUTH LINE OF SAID BOOK 4703, PAGE 272, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

DATE

10/10/07

SHEET 5 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO.
001.104.09

DATE
DEC 2005

FILE NAME: PWSL ROXBOROUGH TRACTS 4410-745

PROJ. NO. 2004-T32

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcel No. 1b)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Robert J. Reindl ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated April 20, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on May 2, 2006, at Reception No. B6066824, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sewer line, buried or underground 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 described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all its right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District said assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

EASEMENT AGREEMENT

(Sewer Line Parcel No. 1b)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the consideration described in the Temporary Construction Easement Agreement for the Sewer Line for Parcel No. 1b, recorded simultaneously herewith, the sufficiency and receipt of which are hereby acknowledged, **Robert J. Reindl**, having an address of 2357 S. Youngfield Way, Lakewood, Colorado 80228 (collectively, the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN 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 sewer line, buried or underground 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 Arapahoe County, Colorado, as more particularly described and shown in **Parcel 1**, consisting of two (2) pages, attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises").

The purpose of this Easement Agreement is for construction of a sewer line and related facilities, improvements and appurtenances. Such Easement is granted by the Grantor and accepted by the 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 purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.
2. The Grantor shall not construct or place any structure or 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 District; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, 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 Agreement.

4. 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 premise.

5. 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.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein to be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. Upon completion and acceptance of the Improvements, by the City of Littleton, Colorado, a municipal corporation, the Grantor agrees to assign this Easement Agreement.

10. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not 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.

12. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements.

13. 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.

14. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 et seq., C.R.S., as it currently exists, or may hereafter be amended.

IN WITNESS, WHEREOF, the Parties have executed this Easement Agreement this 26 day of April, 2006.

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GRANTOR:

Robert J. Reindl
Robert J. Reindl

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Easement Agreement was acknowledged before me this 20th day of April, 2006, by Robert J. Reindl.

[S E A L]

Victoria C. Nolen
Notary Public

My Commission Expires: 01/18/2010

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GRANTEE:

**ROXBOROUGH PARK
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado.**

By: Larry D Moore
Its: GENERAL MANAGER

ATTEST:

Quari K. Morcay

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Easement Agreement was acknowledged before me this 20th day of April, 2006, by Larry D Moore as General Manager of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.



Victoria C Nolen
Notary Public

My Commission Expires: 01/18/2010

PARCEL 1
SANITARY SEWER EASEMENT
NW 1/4, SECTION 16, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF PARCEL 303R C DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. B5002243, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE WEST LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 00°23'46"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID WEST LINE, SOUTH 00°23'46"WEST, 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST LINE OF SAID PARCEL, SOUTH 00°23'46"WEST, 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE OF SAID PARCEL, NORTH 89°15'27"EAST, 30.38 FEET; THENCE NORTH 57°30'22"EAST, 12.28 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE, SOUTH 08°57'05"EAST, 32.72 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 57°30'22"WEST, 7.74 FEET; THENCE SOUTH 89°15'27"WEST, 39.51 FEET TO SAID WEST LINE OF THE PARCEL; THENCE ALONG SAID WEST LINE, NORTH 00°23'46"EAST, 30.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1349 SQUARE FEET, (0.03 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

1/10/06
DATE

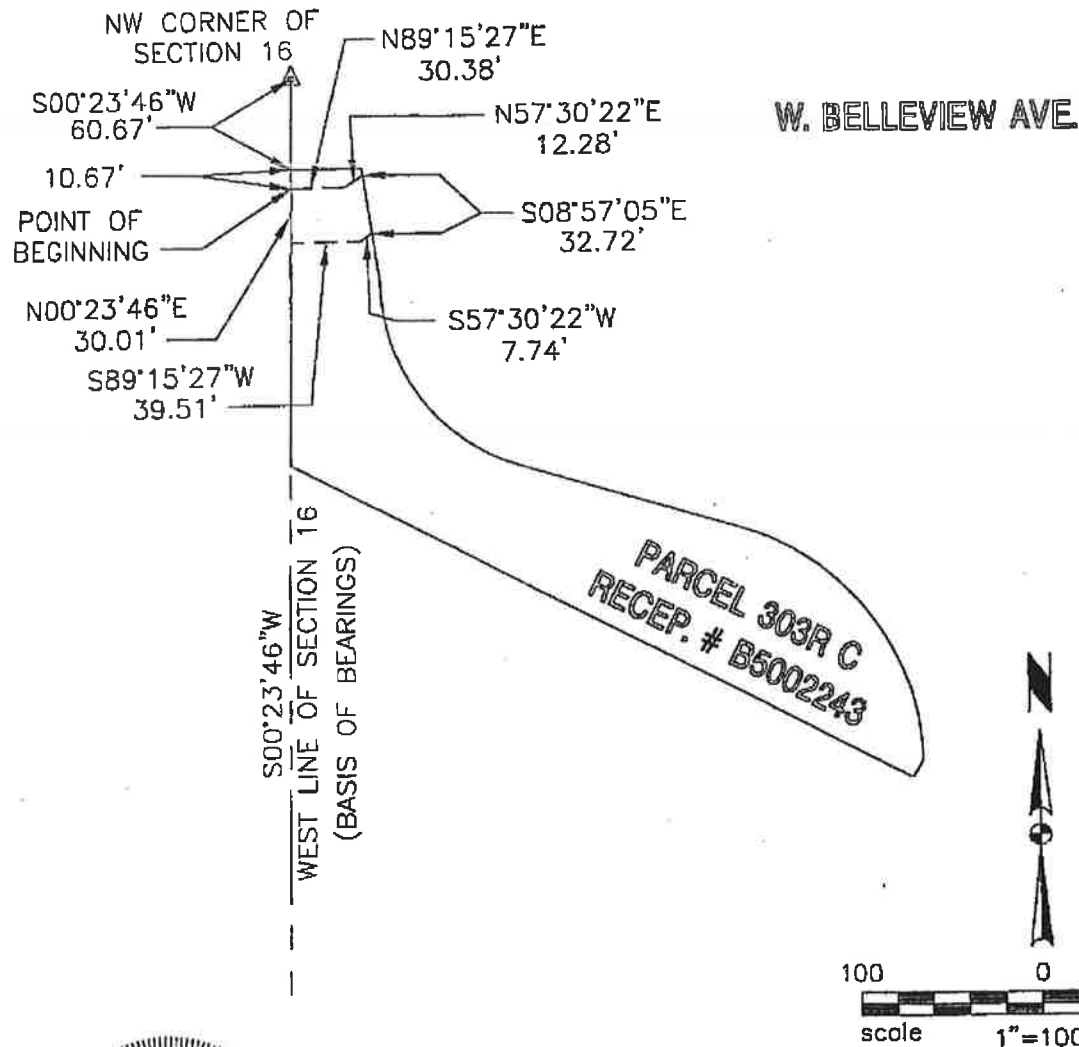
Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ROBERT J. REINDL (1B)	
	JOB NO. 001.104.09	DATE SEPT 2005

PARCEL 1
SANITARY SEWER EASEMENT
 NW 1/4, SECTION 16, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
Michael C. Cregger
 PROFESSIONAL LAND SURVEYOR
 1/10/06

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ROBERT J. REINDL (1B)	
	JOB NO. 001.104.09	DATE SEPT 2005

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcel No. 2)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Ira Sealy and Susan Sealy ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated February 10, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on March 24, 2006, at Reception No. B6045834, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer line, pipes, buried or underground water and sanitary sewer 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 in Arapahoe County, Colorado, as described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

**EASEMENT AGREEMENT****(Sewer Line Parcel No. 2)**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the consideration described in the Temporary Construction Easement Agreement for Storm Pipeline for Parcel No. 1e, recorded simultaneously herewith, the sufficiency and receipt of which are hereby acknowledged, **IRA SEALY AND SUSAN SEALY**, having an address of 5221 South Santa Fe Drive, Littleton, CO 80120 (collectively, the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN 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 sanitary sewer lines, pipes, buried or underground water and sanitary sewer 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 Arapahoe County, Colorado, as more particularly described and shown in **Parcel 1**, consisting of two (2) pages, attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises").

The purpose of this Easement is for construction of a sanitary sewer pipeline and related facilities, improvements and appurtenances. Such Easement is granted by Grantor and accepted by the 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 purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.

2. The Grantor shall not construct or place any structure or 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 District; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, 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 Agreement.

4. 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 premise.

5. 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.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein to be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not 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.

11. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements.

12. 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.

13. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 *et seq.*, C.R.S., as it currently exists, or may hereafter be amended.

10th IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this day of February 2006.

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GRANTOR:



Ira Sealy

STATE OF COLORADO

COUNTY OF

Douglas

)

) ss.

)

The foregoing Easement Agreement was acknowledged before me this 10th day of January, 2006, by Ira Sealy.




Notary Public

My Commission Expires:

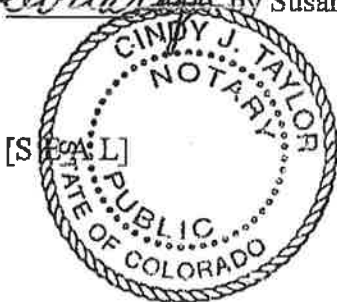
My Commission Expires April 21, 2007

GRANTOR:

Susan Sealy
Susan Sealy

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Easement Agreement was acknowledged before me this 10th day of February 2006 by Susan Sealy.



Cindy J. Taylor
Notary Public

My Commission Expires: April 21, 2007

ROXBOROUGH PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

By: *Larry D. Moore*
Its: GENERAL MANAGER

ATTEST:

Victoria C. Nolen

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 10th day of February, 2006, by Larry D. Moore as General Manager of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State

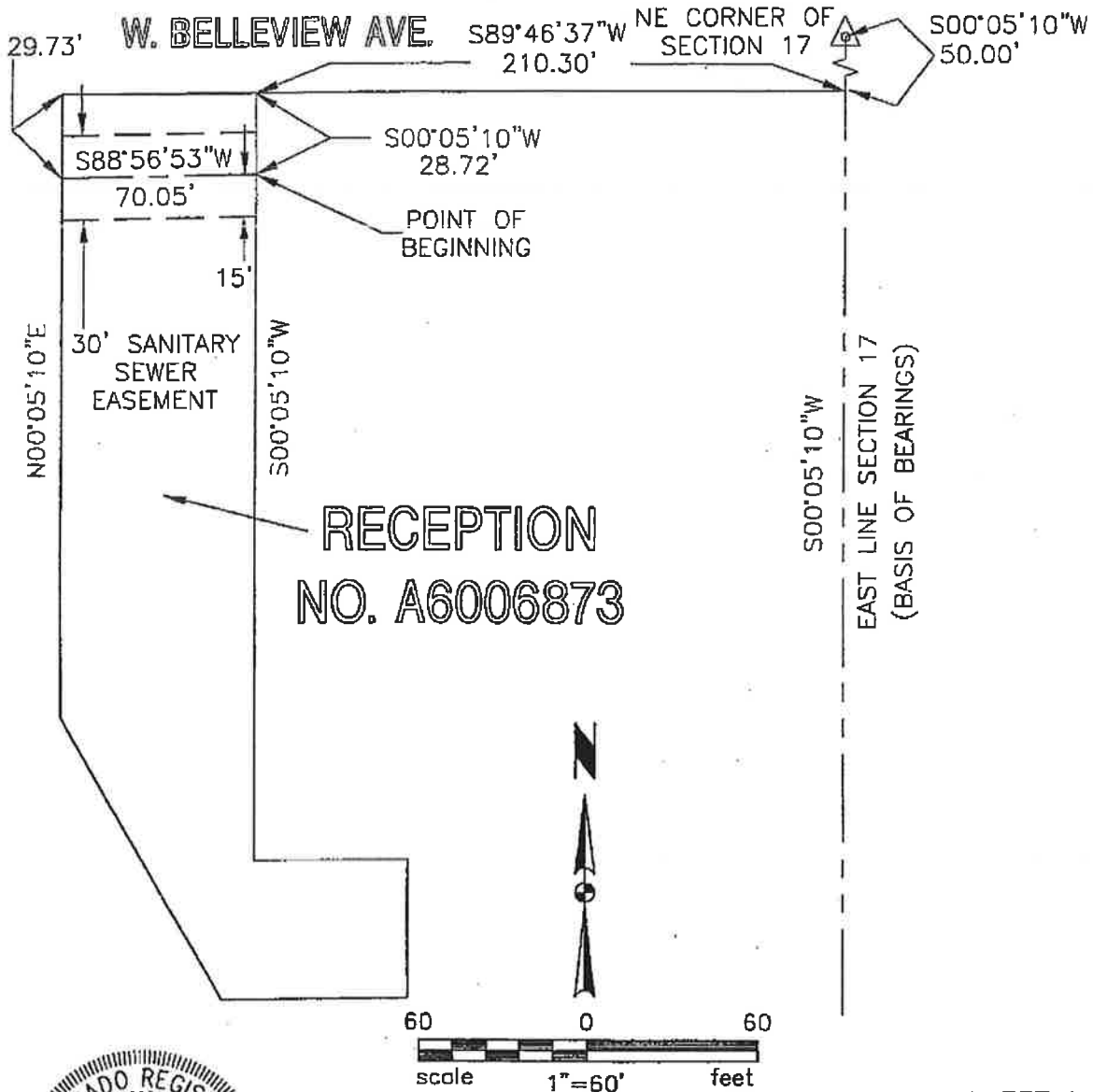


Dwight J. Jacobs
Notary Public

My Commission Expires
April 21, 2007

My Commission Expires: _____

PARCEL 1
SANITARY SEWER EASEMENT
 NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
 PROFESSIONAL LAND SURVEYOR
Michael C. Cregger
 12/19/05

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	SEALY, IRA & SUE (2)	
JOB NO.	001.104.09	DATE
		JUNE 2005

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30 FOOT WIDE STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6006873 LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10"WEST, 50.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°46'37"WEST, 210.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 28.72 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID EAST LINE, SOUTH 88°56'53"WEST, 70.05 FEET TO THE WEST LINE OF SAID PARCEL AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST AND WEST LINES OF SAID PARCEL. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2102 SQUARE FEET (0.05 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/19/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	SEALY, IRA & SUE (2)
	JOB NO. 001.104.09 DATE JUNE 2005

ASSIGNMENT OF EASEMENT DEED

This **ASSIGNMENT OF EASEMENT DEED** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, South Suburban Park and Recreation District ("SSRPD") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Deed, dated March 23, 2006, and recorded in the office of the Arapahoe County Clerk and Recorder on March 24, 2006, at Reception No. B6045840, and on June 29, 2006, at Reception No. B6095182 pursuant to a Memorandum Concerning the Easement Deed, a copy of which is attached hereto as Exhibit A and incorporated herein by reference ("Easement Deed"); and

WHEREAS, pursuant to the Easement Deed, SSRPD sold and quitclaimed to the District, its successors and assigns, a non-exclusive easement (the "Easement") for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing a subsurface sanitary sewer pipeline (the "Improvements") in, through, under and across SSRPD's real property located in Arapahoe County, Colorado, as more particularly described therein; and

WHEREAS, pursuant to Paragraph 20 of the Easement Deed, it was expressly acknowledged that, at some point in the future, the Improvements may be dedicated to the City for ownership and maintenance; and

WHEREAS, the District has dedicated the Improvements located within the Easement to the City; and

WHEREAS, due to the conveyance of the Improvements to the City, the District desires to assign and transfer to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Deed (the "Assignment"); and

WHEREAS, the City is willing to accept said Assignment from the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties agree as follows:

1. The District hereby assigns to the City, and the City hereby accepts from the District, all of the District's right, title, and interest in, to, and under that certain Easement Deed attached hereto as Exhibit A, and the City hereby assumes and, from and after the date hereof, agrees to perform all of the District's obligations thereunder.

2. Upon execution of this Assignment by the Parties, the District shall have no further right, title, obligation or interest in, to, and under the Easement Deed.

3. This Assignment shall be recorded in the office of the Arapahoe County Clerk and Recorder, and the District shall provide a copy of the recorded Assignment to SSRPD.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.


WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT DEED

Arapahoe County Clerk & Recorder, Nancy A. Doig
Reception #: B6095182
Receipt #: 5287293 Recording Fee: \$156.00
Pages Recorded: 31
Date Recorded: 6/29/2006 8:26:15 AM

**MEMORANDUM CONCERNING THE EASEMENT DEED**

(Originally Recorded March 24, 2006, Reception #B6045840)

TO WHOM IT MAY CONCERN:

WHEREAS, an Easement Deed dated March 23, 2006, between South Suburban Park and Recreation District and Roxborough Park Metropolitan District (collectively, the "Parties"), was recorded with the Arapahoe County Clerk and Recorder, on March 24, 2006, Reception Number B6045840; and

WHEREAS, said Easement Deed was recorded without "Exhibit D - South Suburban Park and Recreation District Easement Covenants" ("Exhibit D") attached thereto; and

WHEREAS, said Easement Deed is hereby rerecorded for purposes of including Exhibit D, as attached hereto; and

WHEREAS, any questions concerning the Easement Deed may be directed to the law firm of Pogue, Corbetta & O'Leary, P.C.:

Pogue, Corbetta & O'Leary, P.C.
821 Seventeenth Street, Suite 600B
Denver, Colorado 80202
(303) 294-9100

Attn: Alan D. Pogue, Esq.

EXECUTED THIS 29TH DAY OF JUNE 2006.

POGUE, CORBETTA & O'LEARY, P.C.


Alan D. Pogue, #30156

ATTORNEY FOR THE DISTRICT

Return to:
POGUE, CORBETTA & O'LEARY, P.C.
821 17TH STREET, SUITE 600B
DENVER, COLORADO 80202

EASEMENT DEED

THIS EASEMENT DEED is made this 23rd day of March, 2006, between **SOUTH SUBURBAN PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), whose address is 6631 South University Boulevard, Centennial, Colorado 80121 and **ROXBOROUGH PARK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, Colorado 80125 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor, without warranting title or interest, believes that it owns either fee title or some other interest, such as an easement, in and to the four parcels of real property described below (hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantee desires to construct and thereafter operate, maintain, repair and replace, a subsurface sanitary sewer pipeline and related appurtenances within Grantor's Property.

NOW, THEREFORE, in consideration of the sum of SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS AND THIRTY-EIGHT CENTS (\$78,721.38) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, Grantor hereby sells and quitclaims to Grantee, its successors and assigns, a non-exclusive easement (the "Easement") for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing a subsurface sanitary sewer pipeline of such size as is desired by Grantee ("Sanitary Sewer Pipeline"), in, through, under and across Grantor's Property more particularly described as follows:

Four parcels of land located in the County of Arapahoe, State of Colorado, and identified herein as Parcel Nos. 1, 2, 3 and 4, and generally depicted on the Vicinity Map attached hereto as Exhibit A and incorporated herein by this reference. Parcel Nos. 1, 2, 3 and 4 are more particularly described and depicted on Exhibit B as attached hereto and incorporated herein by this reference (consisting of two pages for Parcel No. 1, two pages for Parcel No. 2, two pages for Parcel No. 3, and two pages for Parcel No. 4).

It is mutually covenanted and agreed by and between the Parties hereto as follows:

1. The term Sanitary Sewer Pipeline as used herein refers to one sanitary sewer pipeline, and all related facilities and surface appurtenances thereto; provided, however, that in no event shall the Sanitary Sewer Pipeline or any appurtenance thereto, including manholes, extend above the surface of the ground without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no manhole or other surface appurtenance of any kind shall

be located within the fairway of Grantor's golf course; provided, however, that manholes will be located adjacent to the fairway of Grantor's golf course in areas which are not paved. Such manholes shall extend above the surface of the ground in a distance not to exceed 8-inches and shall be installed in accordance with plans and specifications as approved by Grantor.

2. Grantee shall have and exercise the right of ingress and egress in, over, through and across Grantor's Property for any purpose reasonably necessary for the full enjoyment of the rights granted herein. The construction, storage and movement of vehicles, trucks and machinery shall be conducted at all times so as to minimize any disruption of play on the golf course, which shall remain open during all construction and maintenance activities. All construction and maintenance activity which occurs on Grantor's golf course shall be coordinated with Grantor's ground superintendent, who shall have the authority to route the movement of equipment and designate storage areas for materials and equipment as deemed necessary by Grantor. Further, at all times during construction and maintenance activities, all of Grantor's recreation trails and paths shall remain open, unless adequate detours are provided by Grantee, the location and routing of which shall be approved in advance by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Except in emergency situations, all routine and non-routine maintenance on and repair of that portion of the Sanitary Sewer Pipeline located within Grantor's Golf Course, shall be performed only during the month of November or such other winter months as approved in advance by Grantor in writing, so as to minimize the adverse affects on Grantor's Golf Course operation.

4. Grantee's use of Grantor's Property shall be non-exclusive, and Grantor, and Grantor's successors and assigns shall have an equal right to the use of Grantor's Property for all the same purposes and to the same extent as herein granted to Grantee or for any other purpose to the full extent permitted by law, but without unreasonably interfering with Grantee's use thereof. By way of explanation and not limitation, and subject to the provisions of paragraph 5 below, Grantor reserves the right unto itself, in common with Grantee, to use the surface and subsurface of Grantor's Property for any and all purposes, including, without limitation, golf course, trail, and other park and recreation purposes, including the installation of fencing, landscaping and other improvements. Further, Grantor shall have the right to grant additional subordinate easements, licenses and rights-of-way, in, through, over and across Grantor's Property for any and all purposes, including, without limitation, roads, streets, walks, utilities, including, without limitation, water, storm sewer, sanitary sewer, telephone, cable television, internet, fiber optic, gas and electrical utilities and equipment, and the installation, maintenance, construction, reconstruction, enlargement, relocation and operation thereof.

5. Grantor shall not plant any trees, woody plants or shrubs within the Easement without the prior written approval of Grantee, which approval shall not unreasonably be withheld. In addition, Grantor shall not place any street light, power pole, yard light, mailbox, or sign, whether temporary or permanent within the Easement without the prior

written approval of Grantee, which written approval shall not unreasonably be withheld. Nothing herein contained shall preclude the Grantor from using that portion of Grantor's Property that is paved parking area, for the parking of motor vehicles, except when the Grantee may be constructing or repairing the Sanitary Sewer Pipeline within the affected parking area. Any structure or building, street light power pole, yard light, mailbox or sign, whether temporary or permanent, or any tree, woody plant, or shrub, placed by Grantor within the Easement, without the prior written approval of Grantee, may be removed by Grantee at Grantor's expense and without liability to Grantee.

6. Grantee shall maintain the Sanitary Sewer Pipeline in good repair and condition and shall at all times operate the same in accordance with all applicable federal and state laws. After construction of the Sanitary Sewer Pipeline, or any other exercise of Grantee's rights hereunder that disturbs or damages the surface of Grantor's Property (including any adjacent property) or any improvement located thereon, including but not limited to, sod, landscaping, parking or trail surfaces, Grantee shall replace the same to Grantor's reasonable satisfaction, in accordance with an approved reclamation plan as set forth in paragraph 13 below.

7. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support for Grantor's Property, to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights of Grantee hereunder. It is specifically agreed that Grantor shall take no action that will materially increase or otherwise adversely impair the earth cover over, or the lateral or subjacent support for the Sanitary Sewer Pipeline and appurtenances within the Grantor's Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Grantor enters into this Easement Deed and License Agreement upon the expressed condition that the Easement and License herein granted shall last only so long as the Grantee utilizes Grantor's Property for the sole purpose of operating, maintaining, replacing and repairing the Sanitary Sewer Pipeline and related facilities. In the event Grantee utilizes Grantor's Property for any purpose other than the specific purpose identified herein, all of the Grantee's right, title and interest in and to Grantor's Property shall become null and void and the rights herein granted to Grantee shall absolutely revert to and vest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or reentry; and no act or omission on the part of Grantor shall be a waiver of the operation and enforcement of this clause.

9. Grantee expressly covenants and agrees that in the event of the termination of this Easement Deed and License for any reason, including Grantee's abandonment of its rights herein contained, Grantor, in the reasonable exercise of its discretion, may require the removal, at Grantee's sole expense of the Sanitary Sewer Pipeline and all related appurtenances from Grantor's Property and require the Grantee to restore the surface of Grantor's Property and any improvements located thereon, as nearly as possible, to the condition that existed as of the date of such termination.

10. Grantee expressly covenants and agrees that its use of Grantor's Property shall at all times be in compliance with and subordinate to the terms and provisions of any and all prior agreements that affect or in any way relate to Grantor's Property under any prior recorded agreements. This covenant includes, but is not limited to, the operational and maintenance requirements imposed upon the Grantor and its designees under any prior recorded agreements entered into between the Grantor and the Colorado Water Conservation Board. Grantee further understands that any violation of this provision shall entitle Grantor to any and all available remedies at law or in equity, except that a violation of this provision by Grantee shall not be grounds for termination this Easement Deed. Copies of the foregoing operational and maintenance requirements shall be provided by Grantor upon execution of this Easement Deed, to the extent the same cannot be obtained by Grantee through a search of the records of the Arapahoe County Clerk and Recorder's Office.

11. Each and everyone of the benefits and burdens of this Easement Deed and License Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

12. In addition to the permanent easement described above, Grantor hereby grants to the Grantee a Temporary Construction Easement for the purpose of constructing the Sanitary Sewer Pipeline. Said Temporary Construction Easement is for Parcels T1, T2, T3, and T4 as more particularly described and depicted on Exhibit C as attached hereto and incorporated herein by this reference (consisting of two (2) pages for Parcel No. T1, two (2) pages for Parcel No. T2, two (2) pages for Parcel No. T3, and two (2) pages for Parcel No. T4). Said Temporary Construction Easement shall expire and be of no further force or effect nine (9) months from the date construction of the Sanitary Sewer Pipeline commences on Grantor's property. Grantee shall provide written notice to Grantor of the date upon which construction of the Sanitary Sewer Pipeline commences on Grantor's property to permit calculating the date upon which the Temporary Construction Easement shall terminate. During the term of the Temporary Construction Easement, Grantee shall not erect or construct or allow to be erected or constructed any building or other structures within the Temporary Construction Easement Area other than those as may be required by any applicable State or Federal regulation (by way of example, portable restroom facilities).

13. Grantee covenants and agrees to restore, to Grantor's reasonable satisfaction, all lands and improvements located within the Temporary Construction Easement and Grantor's Property that are damaged or disturbed by Grantee's activities thereon. By way of explanation and not limitation, in connection with Grantee's use of Grantor's Property and Parcels T1, T2, T3, and T4, Grantee, prior to entry thereon, shall provide to Grantor for Grantor's approval, a reclamation plan to ensure that the area and improvements located within Grantor's Property and Parcels T1, T2, T3, and T4 shall be restored as nearly as is reasonably possible to the condition that existed prior to Grantee's entry. The reclamation plan shall set forth a time schedule within which all reclamation activities shall be completed. Time is of the essence in the performance of all reclamation activities. In the event Grantee fails to restore the improvements to Grantor's reasonable satisfaction within the approved time, Grantee shall pay to Grantor liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day, until such time as the improvements are restored per the

approved reclamation plan. The Parties agree that it would be difficult to determine actual damages Grantor may sustain in the event Grantee fails to timely reclaim any area disturbed as a result of Grantee's construction activities. The Parties further agree that said Two Hundred Dollars (\$200.00) per day is a reasonable measure of said damages in light of such difficulty.

14. To the fullest extent permitted by law, Grantee covenants and agrees to at all times protect, indemnify and hold harmless Grantor, its directors, officers, agents, employees, successors and assigns from and against any and all claims, costs, liabilities or expense of whatsoever kind or nature arising from, alleged to arise from, or that relate in any way to this Easement Deed and License Agreement or the construction, existence, maintenance, operation, repair, inspection, removal, or replacement of the Sanitary Sewer Pipeline and related appurtenances.

15. All costs associated with this Easement Deed, including surveying, construction, repair, and maintenance of any of Grantee's facilities shall be borne by Grantee; and Grantee shall and does hereby agree to indemnify and save harmless Grantor from all claims for damages or liens arising from the surveying, construction, repair, and maintenance of any of Grantee's facilities located within the District Property.

16. Nothing in this Easement Deed shall be constructed as a waiver, in whole or in part, or either party's rights, protections, and privileges as granted by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

17. Notwithstanding any other provision contained herein or in any attached Exhibit to the contrary, Grantor makes no representation or warranty regarding the use of Grantor's Property, hereby transferring to Grantee only such rights of use, if any, as Grantor itself may have, subject to Grantor's continuing right to use Grantor's Property as more particularly set forth in paragraph 4 above and subject to any and all prior liens, encumbrances, easements, restrictions, reservations and rights-of-way which may affect Grantor's Property.

18. This Easement Deed and the terms, conditions and provisions hereof may be enforced by either of the parties hereto and their successors and assigns; and in the event legal or administrative suits or proceedings are brought against any party for the purpose of such enforcement, the prevailing party shall recover from the non-prevailing party all costs associated therewith, including but not limited to reasonable attorney's fees.

19. This Easement Deed shall be subject to the South Suburban Park and Recreation District Easement Covenants, which are attached hereto and incorporated herein as Exhibit D. In the event of a conflict between the terms and provisions of the Easement Deed and the Easement Covenants, the Easement Covenants shall control.

20. It is expressly acknowledged that at some point in the future a portion of the Sanitary Sewer Pipeline may be dedicated to the City of Littleton, for ownership and maintenance.

21. The rights and responsibilities set forth in this Easement Deed are intended to inure to the benefit of the Parties hereto, and their respective successors and assigns, and as such, shall run with the land encumbered by this Easement Deed until such time as the _____ Easement or Temporary Construction Easement may be abandoned or terminated as _____ provided herein.

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

GRANTOR:

SOUTH SUBURBAN PARK AND
RECREATION DISTRICT, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: David A. Lorenz
David A. Lorenz, Executive Director

Attest:

David A. Lorenz

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

Subscribed and sworn to before me this 23rd day of March, 20 06 by David A. Lorenz, Executive Director of the South Suburban Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires:

April 15, 2006.

Norman K. Shepherd
Notary Public

GRANTEE:

ROXBOROUGH PARK METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By:

Larry D. Moore

STATE OF COLORADO)

COUNTY OF Douglas)

ss.

Subscribed and sworn to before me this 22nd day of March, 2006 by
Larry D. Moore as General Manager of Roxborough Metropolitan District, a
quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires:

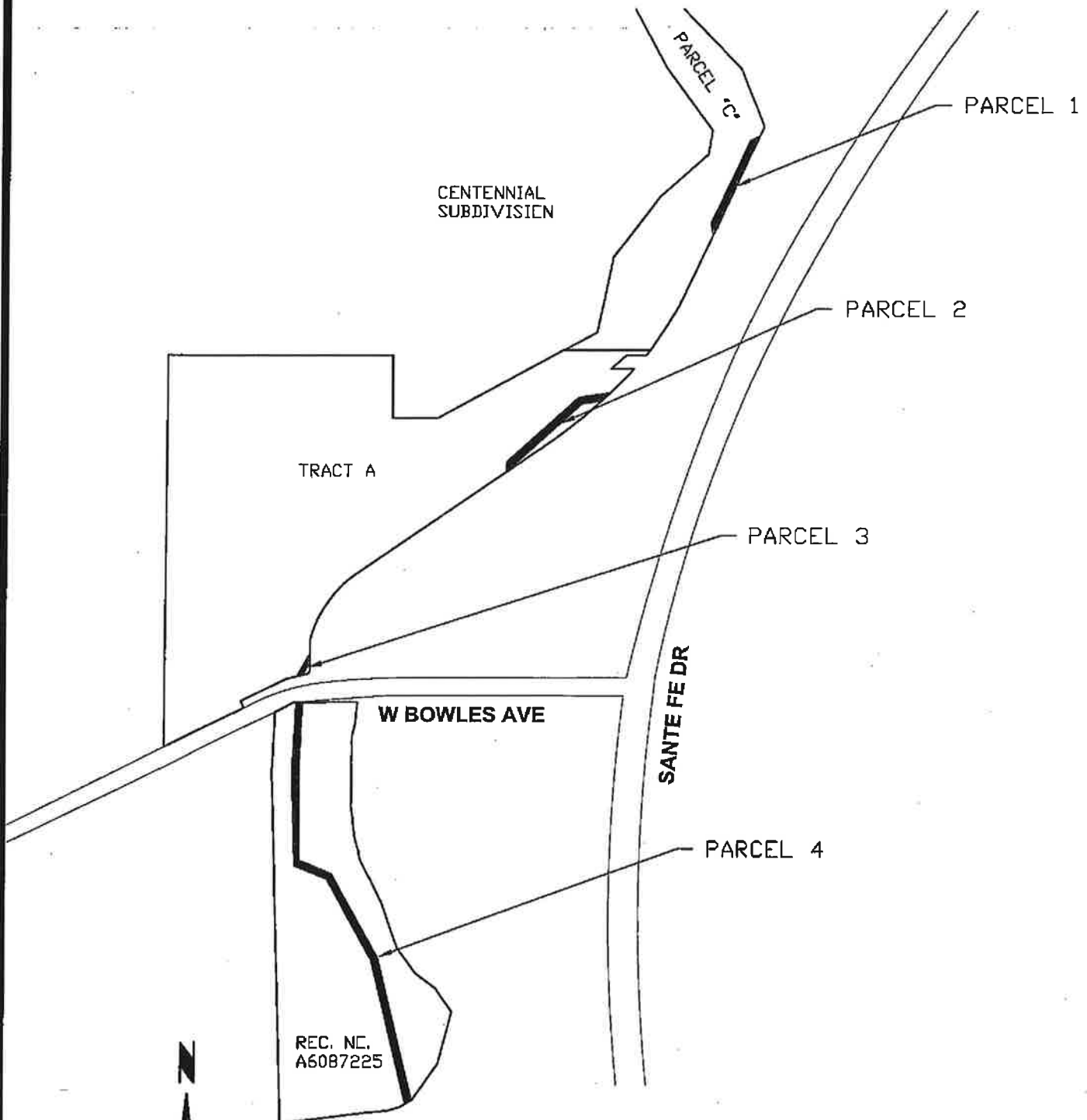
My Commission Expires
01/18/2010

Victoria C. Nolen
Notary Public



EXHIBIT A

VICINITY MAP SANITARY SEWER EASEMENT



SHEET 1 OF 1

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

S. SUBURBAN PARKS & REC. (6A,6Z,9,10)

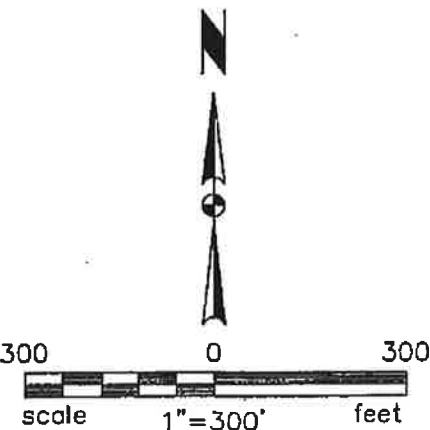
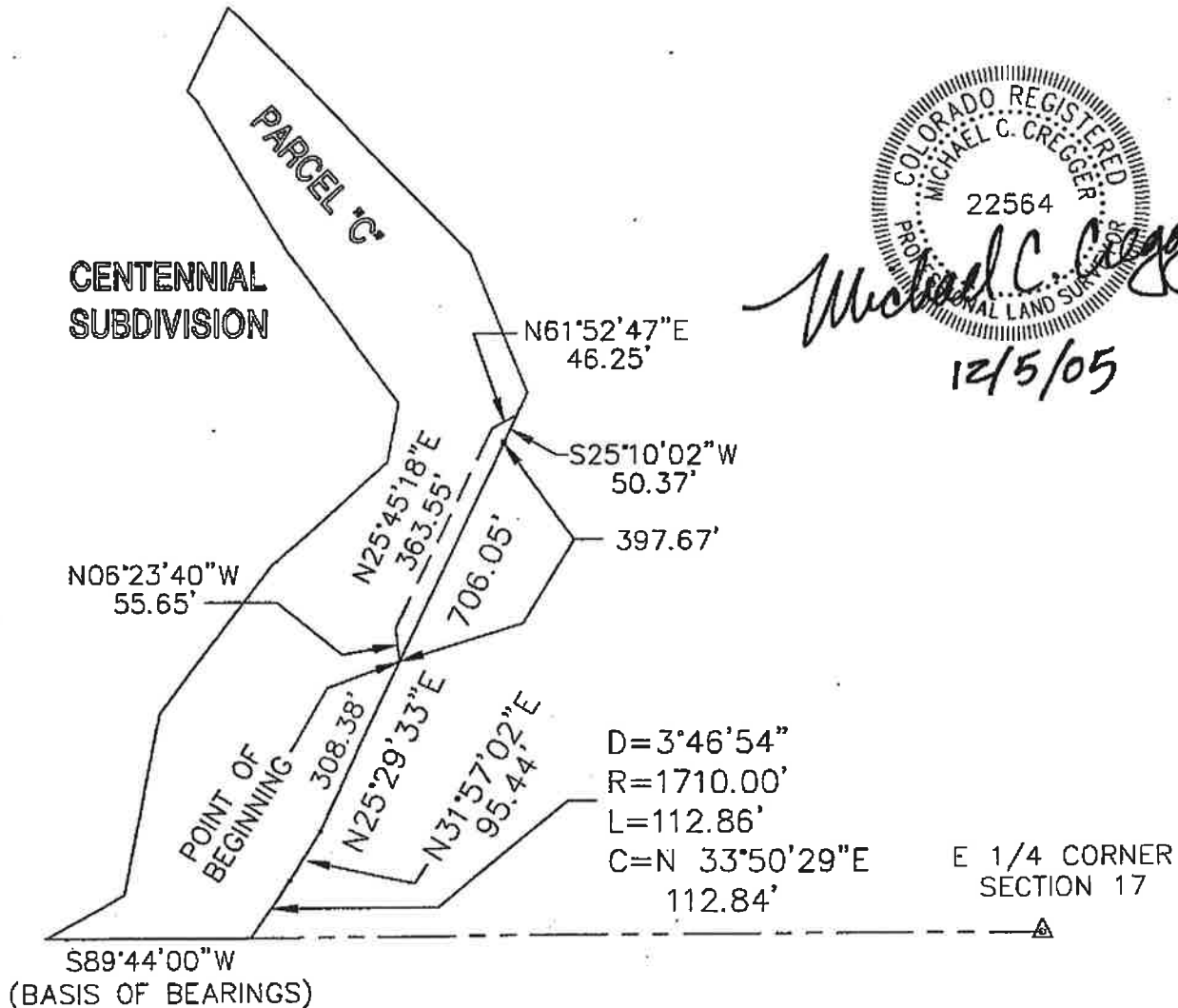
JOB NO. 001.104.09

DATE DEC 2005


500 0 500
scale 1"=500' feet

EXHIBIT B

PARCEL 1
SANITARY SEWER EASEMENT
 N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
JOB NO.	001.104.09	DATE
		NOV 2005

PARCEL 1
SANITARY SEWER EASEMENT
N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF PARCEL C, CENTENNIAL, ACCORDING TO THE RECORDED SUBDIVISION PLAT THEREOF, LOCATED IN THE NORTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL C, AND CONSIDERING THE SOUTH LINE OF SAID CENTENNIAL SUBDIVISION TO BEAR SOUTH 89°44'00"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID PARCEL C THE FOLLOWING COURSES: ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 3°46'54", A RADIUS OF 1710.00 FEET, AN ARC OF 112.86 FEET, AND A CHORD WHICH BEARS NORTH 33°50'29"EAST, 112.84 FEET; THENCE NORTH 31°57'02"EAST, 95.44 FEET; THENCE NORTH 25°29'33"EAST, 308.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE, NORTH 06°23'40"WEST, 55.65 FEET; THENCE NORTH 25°45'18"EAST, 363.55 FEET; THENCE NORTH 61°52'47"EAST, 46.25 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES: SOUTH 25°10'02"WEST, 50.37 FEET; THENCE SOUTH 25°29'33"WEST, 397.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 11,592 SQUARE FEET, (0.27 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

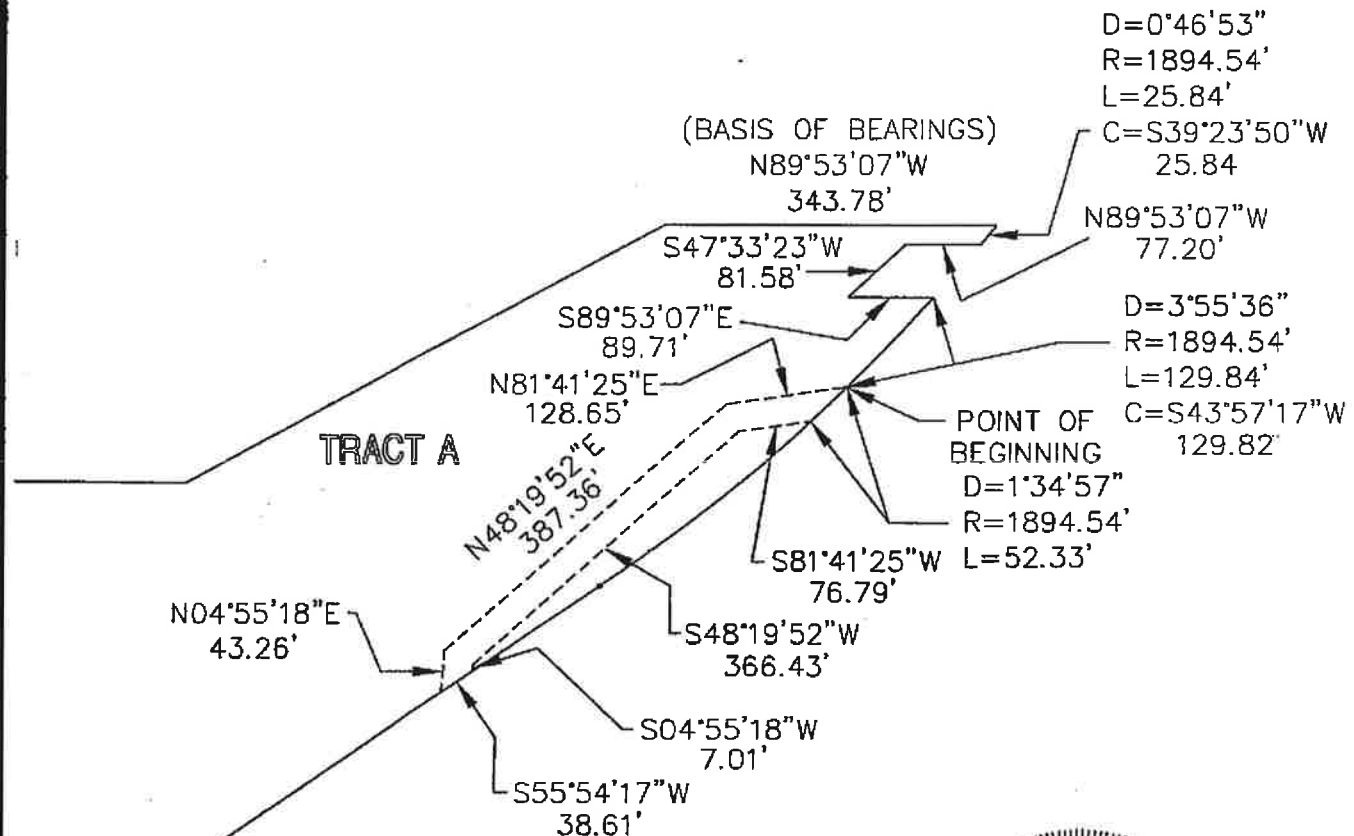
Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

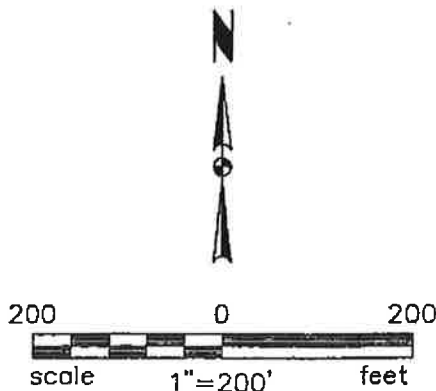
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
	JOB NO. 001.104.09	DATE NOV 2005


PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



Michael C. Cregger
 12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
JOB NO.	001.104.09	DATE
		NOV 2005

PARCEL 2
SANITARY SEWER EASEMENT
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT (SEE SHEET 1)

A 30 FOOT WIDE STRIP OF LAND IN TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A, AND CONSIDERING THE ADJACENT NORTH LINE OF SAID TRACT A TO BEAR NORTH 89°53'07"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID TRACT A, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 00°46'53", A RADIUS OF 1894.54 FEET, AN ARC OF 25.84 FEET, AND A CHORD WHICH BEARS SOUTH 39°23'50"WEST, 25.84 FEET; THENCE NORTH 89°53'07"WEST, 77.20 FEET; THENCE SOUTH 47°33'23"WEST, 81.58 FEET; THENCE SOUTH 89°53'07"EAST, 89.71 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 03°55'36", A RADIUS OF 1894.54 FEET, AN ARC OF 129.84 FEET, AND A CHORD WHICH BEARS SOUTH 43°57'17"WEST, 129.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE, ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 01°34'57", A RADIUS OF 1894.54 FEET AND AN ARC OF 52.33 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 81°41'25"WEST, 76.79 FEET; THENCE SOUTH 48°19'52"WEST, 366.43 FEET; THENCE SOUTH 04°55'18"WEST, 7.01 FEET TO SAID EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 55°54'17"WEST, 38.61 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 04°55'18"EAST, 43.26 FEET; THENCE NORTH 48°19'52"EAST, 387.36 FEET; THENCE NORTH 81°41'25"EAST, 128.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 15,199 SQUARE FEET, (0.35 ACRES) MORE OR LESS.


SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

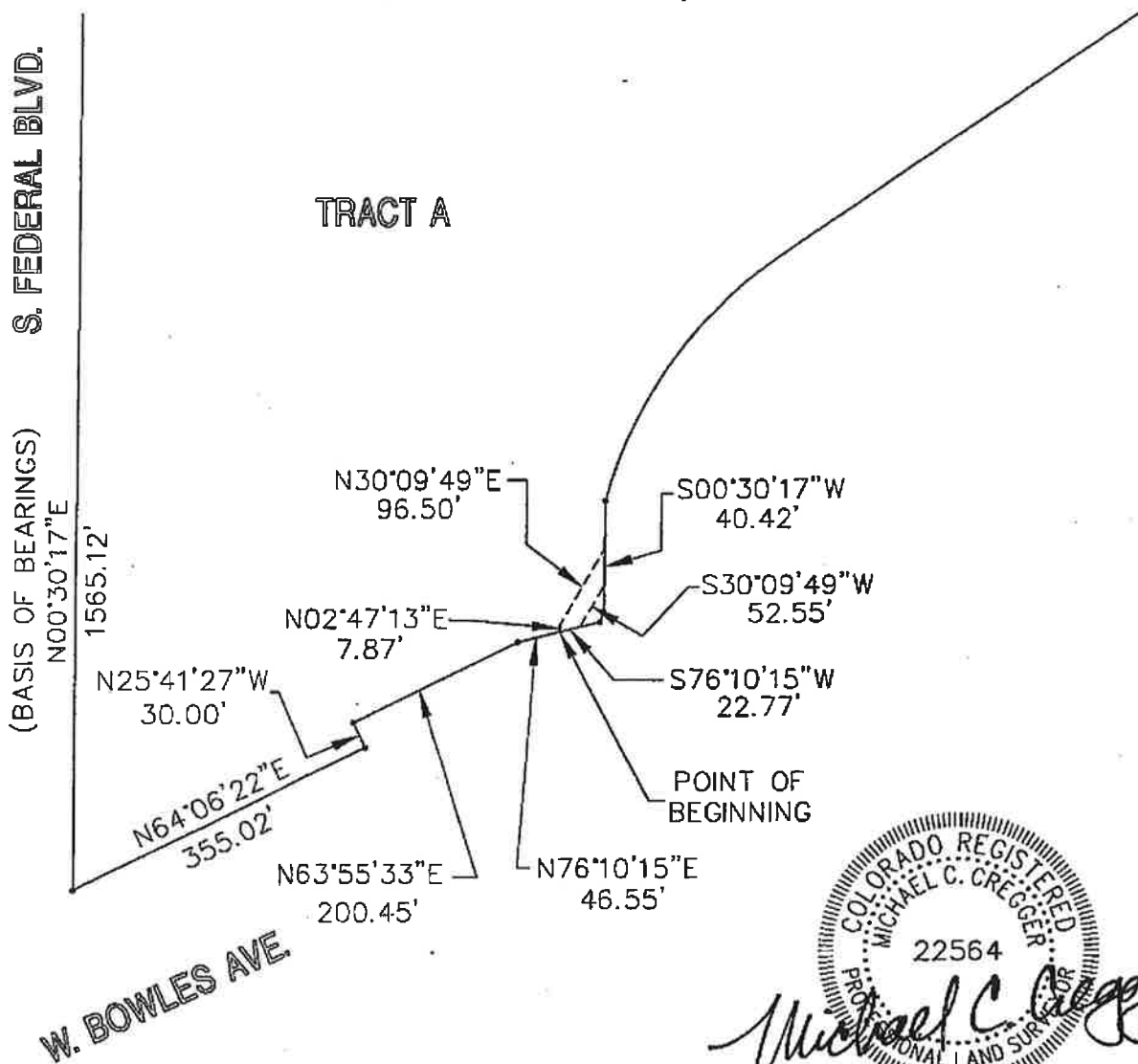
DATE 12/5/05 Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



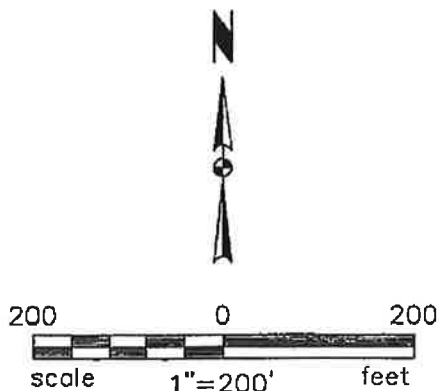
SHEET 2 OF 2


ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL 3
SANITARY SEWER EASEMENT
 S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
JOB NO.	001.104.09	DATE NOV 2005

PARCEL 3
SANITARY SEWER EASEMENT
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT (SEE SHEET 3)

A 20 FOOT WIDE STRIP OF LAND IN TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A, AND CONSIDERING THE WEST LINE OF SAID TRACT A TO BEAR NORTH 00°30'17"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE SOUTH LINE OF SAID TRACT A THE FOLLOWING COURSES: NORTH 64°06'22"EAST, 355.02 FEET; THENCE NORTH 25°41'27"WEST, 30.00 FEET; THENCE NORTH 63°55'33"EAST, 200.45 FEET; THENCE NORTH 76°10'15"EAST, 46.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE, NORTH 02°47'13"EAST, 7.87 FEET; THENCE NORTH 30°09'49"EAST, 96.50 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG SAID EAST LINE, SOUTH 00°30'17"WEST, 40.42 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 30°09'49"WEST, 52.55 FEET TO THE SOUTH LINE OF SAID TRACT A; THENCE ALONG SAID SOUTH LINE, SOUTH 76°10'15"WEST, 22.77 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1576 SQUARE FEET, (0.04 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


DATE

12/5/05

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

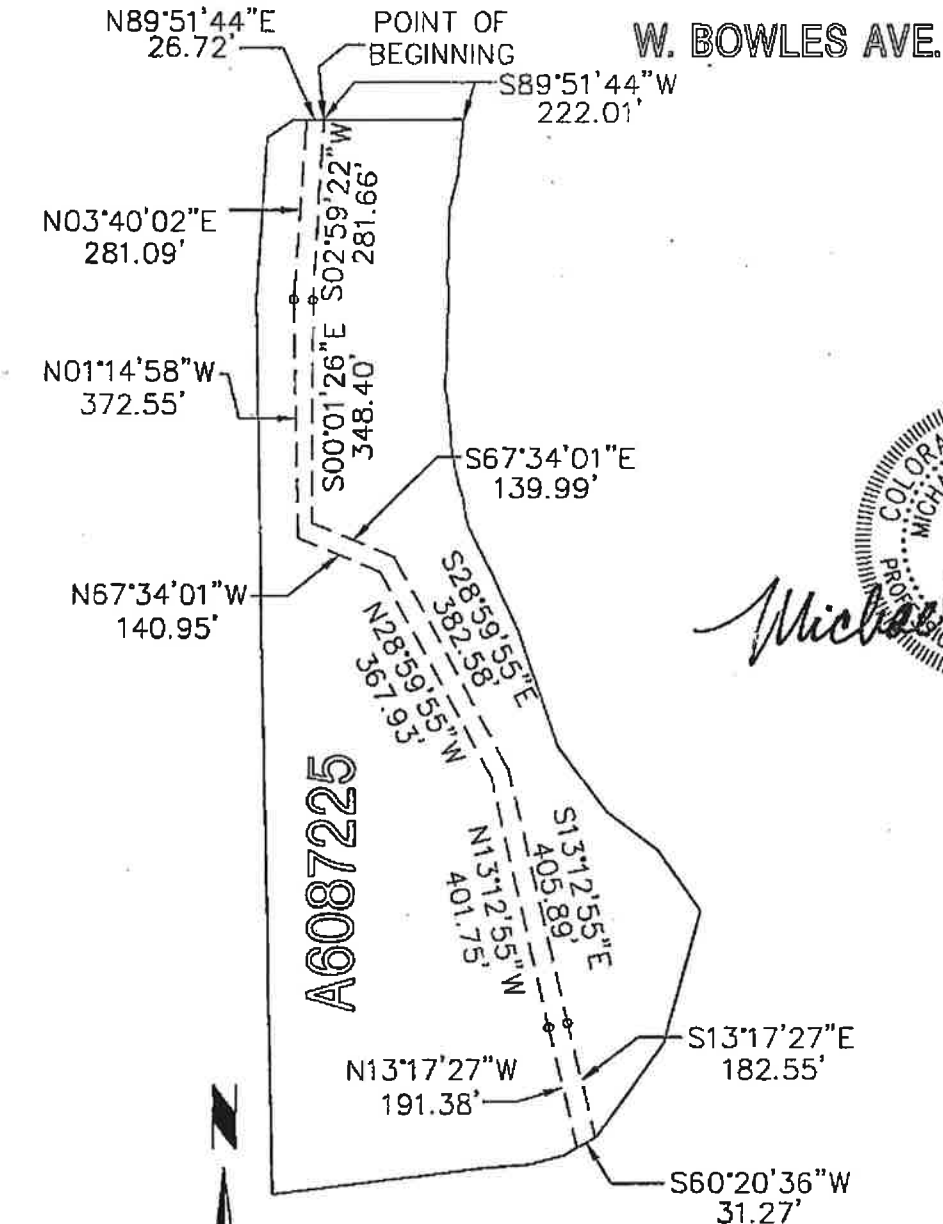


SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

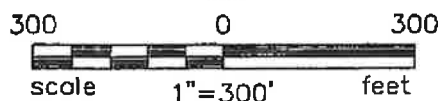
PARCEL 4
SANITARY SEWER EASEMENT


S 1/2 SECTION 17, NE 1/4 SECTION 20
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



Michael C. Cregger
12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers		SANITARY SEWER EASEMENT
		S. SUBURBAN PARKS & REC. DIST. (10)
JOB NO.	001.104.09	DATE NOV 2005

PARCEL 4
SANITARY SEWER EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6087225, LOCATED IN THE SOUTH HALF OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 6, BLOCK 27, "PEABODY'S ADDITION TO LITTLETON", AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR SOUTH 89°51'44"WEST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°51'44"WEST, 222.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°59'22"WEST, 281.66 FEET; THENCE SOUTH 00°01'26"EAST, 348.40 FEET; THENCE SOUTH 67°34'01"EAST, 139.99 FEET; THENCE SOUTH 28°59'55"EAST, 382.58 FEET; THENCE SOUTH 13°12'55"EAST, 405.89 FEET; THENCE SOUTH 13°17'27"EAST, 182.55 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG SAID SOUTH LINE, SOUTH 60°20'36"WEST, 31.27 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 13°17'27"WEST, 191.38 FEET; THENCE NORTH 13°12'55"WEST, 401.75 FEET; THENCE NORTH 28°59'55"WEST, 367.93 FEET; THENCE NORTH 67°34'01"WEST, 140.95 FEET; THENCE NORTH 01°14'58"WEST, 372.55 FEET; THENCE NORTH 03°40'02"EAST, 281.09 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE ALONG SAID NORTH LINE, NORTH 89°51'44"EAST, 26.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1.16 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


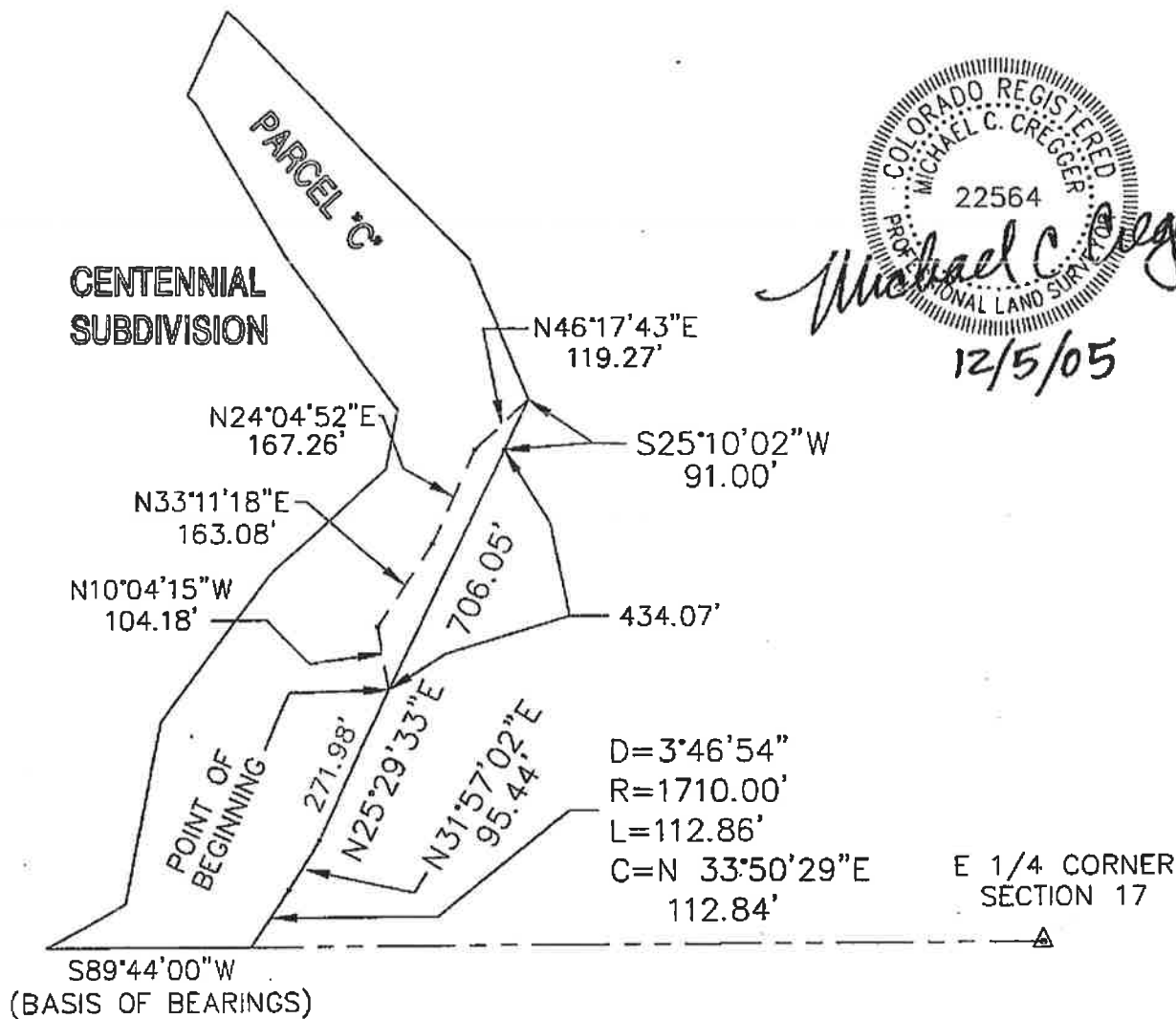
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (10)	
	JOB NO. 001.104.09	DATE NOV 2005

EXHIBIT C

PARCEL T1

TEMPORARY CONSTRUCTION EASEMENT

N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



22564
Michael C. Cregger
 12/5/05

SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
JOB NO.	001.104.09	DATE
		NOV 2005

PARCEL T1

TEMPORARY CONSTRUCTION EASEMENT

N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL C, CENTENNIAL, ACCORDING TO THE RECORDED SUBDIVISION PLAT THEREOF, IN THE NORTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL C, AND CONSIDERING THE SOUTH LINE OF SAID CENTENNIAL SUBDIVISION TO BEAR SOUTH 89°44'00"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID PARCEL C THE FOLLOWING COURSES: ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 3°46'54", A RADIUS OF 1710.00 FEET, AN ARC OF 112.86 FEET, AND A CHORD WHICH BEARS NORTH 33°50'29"EAST, 112.84 FEET; THENCE NORTH 31°57'02"EAST, 95.44 FEET; THENCE NORTH 25°29'33"EAST, 271.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE, NORTH 10°04'15"WEST, 104.18 FEET; THENCE NORTH 33°11'18"EAST, 163.08 FEET; THENCE NORTH 24°04'52"EAST, 167.26 FEET; THENCE NORTH 46°17'43"EAST, 119.27 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL THE FOLLOWING TWO COURSES: SOUTH 25°10'02"WEST, 91.00 FEET; THENCE SOUTH 25°29'33"WEST, 434.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 19,816 SQUARE FEET, (0.45 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



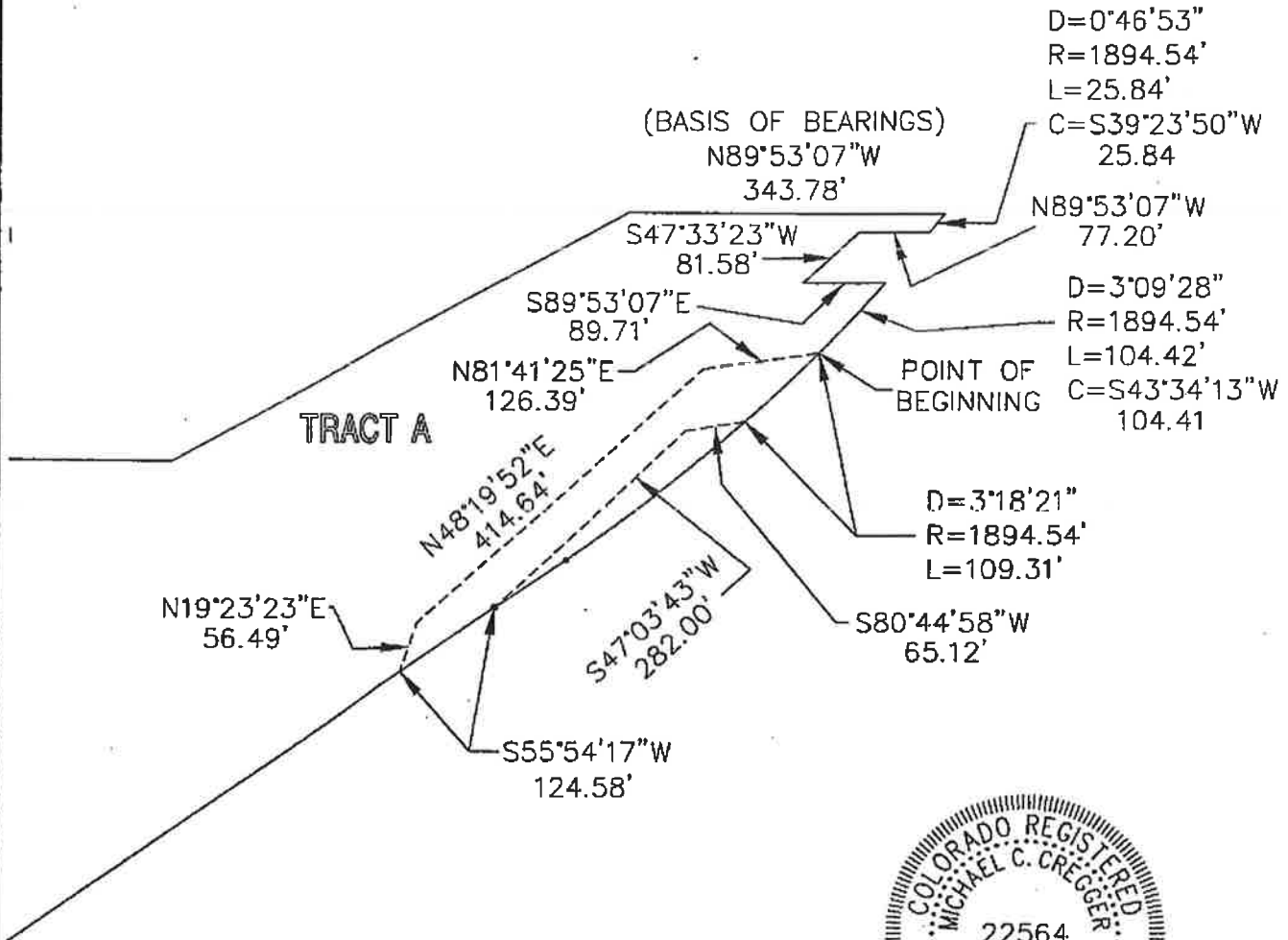
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	S. SUBURBAN PARKS & REC. DIST. (6A)
JOB NO. 001.104.09	DATE NOV 2005

PARCEL T2

TEMPORARY CONSTRUCTION EASEMENT

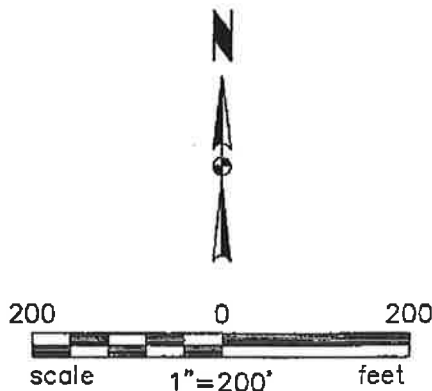
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO




Michael C. Cregger

12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT		
	S. SUBURBAN PARKS & REC DIST. (9)		
JOB NO.	001.104.09	DATE	NOV 2005

PARCEL T2

TEMPORARY CONSTRUCTION EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT (SEE SHEET 1)

A PORTION OF TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A, AND CONSIDERING THE ADJACENT NORTH LINE OF SAID TRACT A TO BEAR NORTH 89°53'07"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID TRACT A FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 00°46'53", A RADIUS OF 1894.54 FEET, AN ARC OF 25.84 FEET, AND A CHORD WHICH BEARS SOUTH 39°23'50"WEST, 25.84 FEET; THENCE NORTH 89°53'07"WEST, 77.20 FEET; THENCE SOUTH 47°33'23"WEST, 81.58 FEET; THENCE SOUTH 89°53'07"EAST, 89.71 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 03°09'28", A RADIUS OF 1894.54 FEET, AN ARC OF 104.42 FEET, AND A CHORD WHICH BEARS SOUTH 43°34'13"WEST, 104.41 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 03°18'21", A RADIUS OF 1894.54 FEET AND AN ARC OF 109.31 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 80°44'58"WEST, 65.12 FEET; THENCE SOUTH 47°03'43"WEST, 282.00 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG SAID EAST LINE, SOUTH 55°54'17"WEST, 124.58 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 19°23'23"EAST, 56.49 FEET; THENCE NORTH 48°19'52"EAST, 414.64 FEET; THENCE NORTH 81°41'25"EAST, 126.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 22,333 SQUARE FEET, (0.51 ACRES) MORE OR LESS.


SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 12/5/05 Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



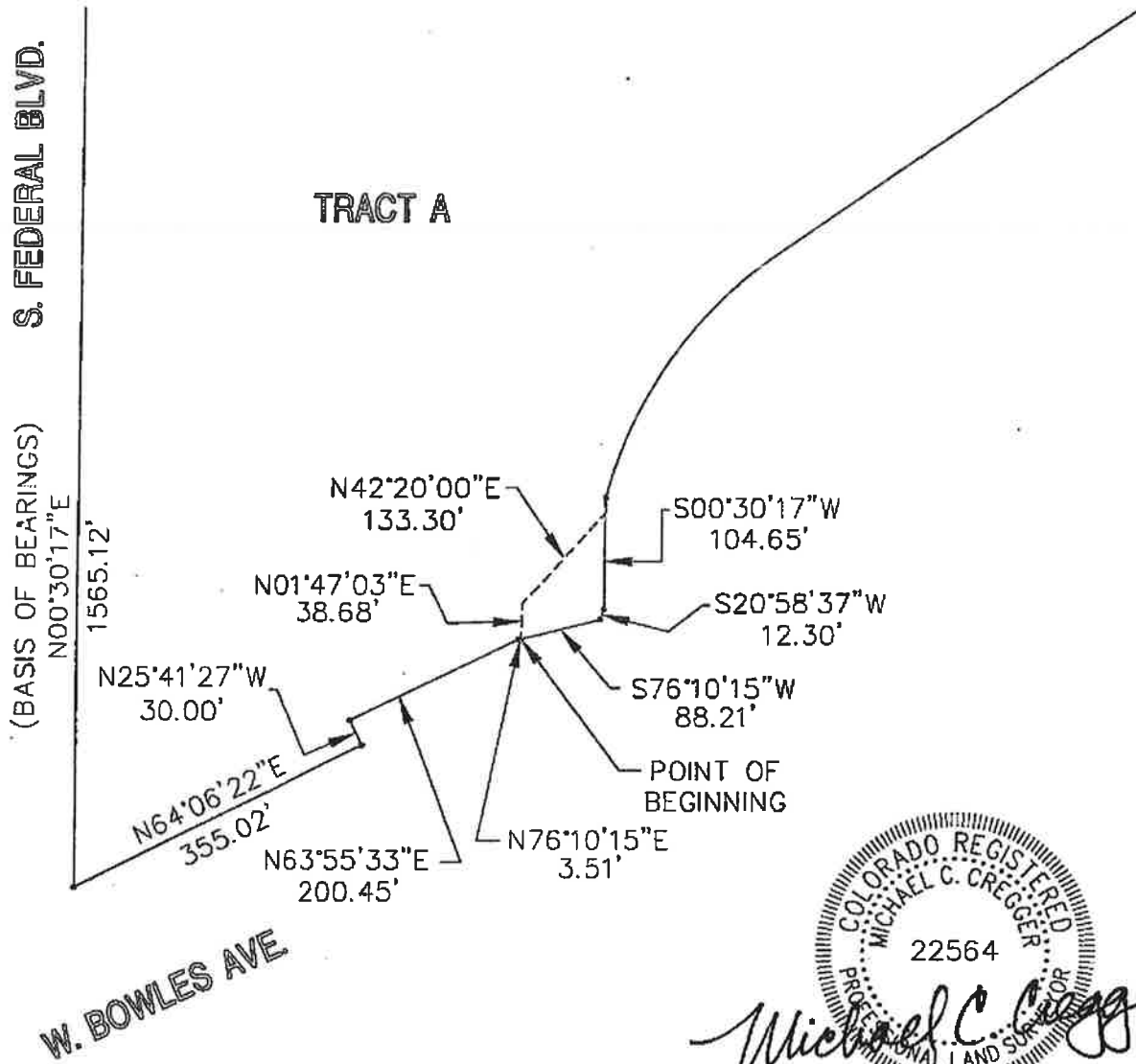
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL T3

TEMPORARY CONSTRUCTION EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

200 0 200
scale 1"=200' feet

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

S. SUBURBAN PARKS & REC DIST. (9)

JOB NO.
001.104.09

DATE
NOV 2005

PARCEL T3

TEMPORARY CONSTRUCTION EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT (SEE SHEET 3)

A PORTION OF TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A, AND CONSIDERING THE WEST LINE OF SAID TRACT A TO BEAR NORTH 00°30'17"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE SOUTH LINE OF SAID TRACT A THE FOLLOWING COURSES: NORTH 64°06'22"EAST, 355.02 FEET; THENCE NORTH 25°41'27"WEST, 30.00 FEET; THENCE NORTH 63°55'33"EAST, 200.45 FEET; THENCE NORTH 76°10'15"EAST, 3.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°47'03"EAST, 38.68 FEET; THENCE NORTH 42°20'00"EAST, 133.30 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG THE EAST AND SOUTH LINES OF SAID TRACT A THE FOLLOWING COURSES: SOUTH 00°30'17"WEST, 104.65 FEET; THENCE SOUTH 20°58'37"EAST, 12.30 FEET; THENCE SOUTH 76°10'15"WEST, 88.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 6818 SQUARE FEET, (0.16 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



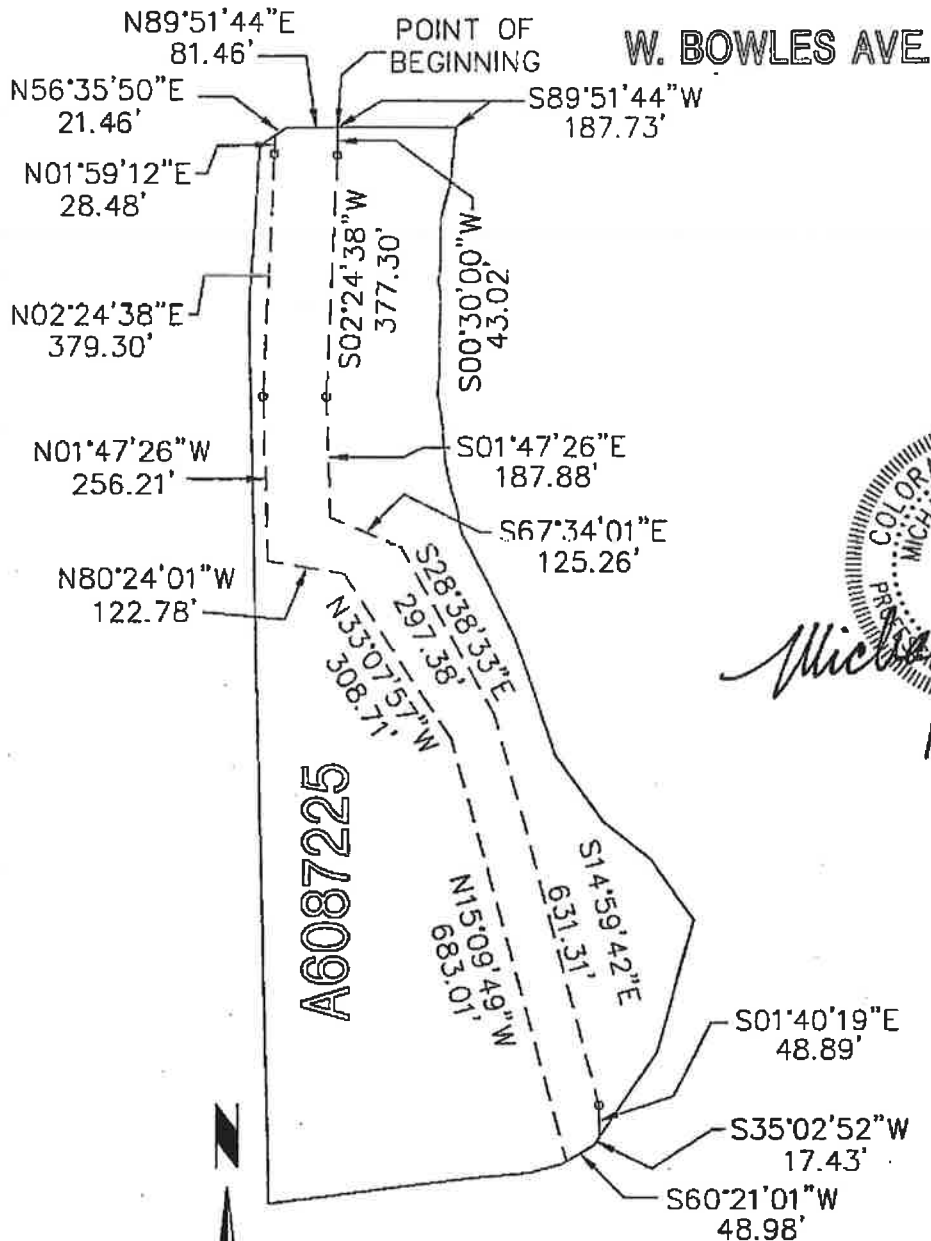
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
JOB NO.	DATE	
001.104.09	NOV 2005	

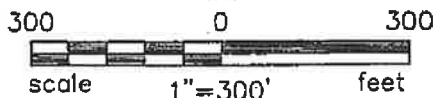
PARCEL T4


TEMPORARY CONSTRUCTION EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
<div style="text-align: center;">  TST TST INFRASTRUCTURE, LLC Consulting Engineers </div>	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (10)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL T4

TEMPORARY CONSTRUCTION EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20

T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6087225, LOCATED IN THE SOUTH HALF OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 6, BLOCK 27, "PEABODY'S ADDITION TO LITTLETON", AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR SOUTH 89°51'44"WEST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°51'44"WEST, 187.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°30'00"WEST, 43.02 FEET; THENCE SOUTH 02°24'38"WEST, 377.30 FEET; THENCE SOUTH 01°47'26"EAST, 187.88 FEET; THENCE SOUTH 67°34'01"EAST, 125.26 FEET; THENCE SOUTH 28°38'33"EAST, 297.38 FEET; THENCE SOUTH 14°59'42"EAST, 631.31 FEET; THENCE SOUTH 01°40'19"EAST, 48.89 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES: SOUTH 35°02'52"WEST, 17.43 FEET; THENCE 60°21'01"WEST, 48.98 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 15°09'49"WEST, 683.01 FEET; THENCE NORTH 33°07'57"WEST, 308.71 FEET; THENCE NORTH 80°24'01"WEST, 122.78 FEET; THENCE NORTH 01°47'26"WEST, 256.21 FEET; THENCE NORTH 02°24'38"WEST, 379.30 FEET; THENCE NORTH 01°59'12"EAST, 28.48 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES: NORTH 56°35'50"EAST, 21.46 FEET; THENCE NORTH 89°51'44"EAST, 81.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3.44 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	S. SUBURBAN PARKS & REC. DIST. (10)
	JOB NO. 001.104.09 DATE NOV 2005

EXHIBIT D

EXHIBIT D

SOUTH SUBURBAN PARK AND RECREATION DISTRICT EASEMENT COVENANTS

THE DISTRICT AND THE USER COVENANTS AND AGREES TO THE FOLLOWING STANDARD SET OF EASEMENT COVENANTS:

1. Vehicles allowed on the easement property will only be those reasonably necessary and/or appropriate for the work to be performed. No private vehicle parking will be allowed. Upon completion of the project, all damage will be repaired.
2. Subject to the terms of the agreement to which this Exhibit is attached, all natural materials will be returned to their original conditions after completion of the project. Plant materials shall be replaced on an assessed dollar value, as determined by South Suburban Park and Recreation District. Plant material replacements will be installed according to South Suburban's standard specifications, which will include, but are not limited to, property storage and installation of the natural materials so as to maximize the chance for survival. Any such installations shall be guaranteed for a minimal period of one year after installation.
3. The surface layer of ground will be scraped two (2) inches deep and stockpiled for replacement as top soil before soil preparation.
4. Backfilled trenches shall be compacted to ninety percent (90%) Standard Proctor Density. Physical tampering will be done between eight (8) inch layers (maximum) of backfill.
5. After replacing the stored top soil, the trenched and backfilled surface will be scarified.
6. Excess material shall be removed from the site.
7. The disturbed area shall be reseeded as per specifications of the District.
8. The easement shall be maintained in a clean and sanitary condition and the improvements thereon in good repair at all times.
9. The contemplated improvements are to be completed in a reasonable period of time, and in accordance with the pre-approved schedule.
10. Access onto property shall be according to an approved plan and as much as possible be confined to the shortest feasible route from the nearest street, as pre-approved by the District.

11. All work concerning utilities and services (gas, telephone, water, sewer, cable televisions, and so forth) will be coordinated with the respective companies.

12. The District reserves the right to demand and approve specifications regarding construction in advance of said construction. Such approval in no way creates responsibility in the District for oversight or compliance with the specifications with Colorado law.

13. Grantee, within its legal ability to do so under the Constitution of the State of Colorado and without in any way or manner intending to waive or waiving the defenses or limitations on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Sec. 24-10-101, *et seq.*, C.R.S.), (should said laws be applicable), the Colorado Constitution, or under the laws of the United States, the State of Colorado, or Arapahoe County, shall indemnify and save harmless the District, its officers and employees, against any and all claims, damages, actions or causes of action and expenses to which it may be subjected by reason of any work done or omission made by Grantee, its agents, officers or employees, in connection with the construction, replacement, maintenance or repair of such Improvements.