

PUBLIC USE
EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **COMMONSPIRIT HEALTH**, a Colorado non-profit corporation, (the "Grantor"), hereby grants, bargains, sells and conveys to the COUNTY OF ARAPAHOE, COLORADO, a body corporate and politic duly organized and existing under and by virtue of the laws of the state of Colorado, whose address is 5334 South Prince Street, Littleton, Colorado 80166 (the "Grantee"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct and maintain slopes and cuts and fills; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, underground telephone lines, and street lights, and appurtenances thereto; sidewalks and pedestrian use; certain public signage; and for purposes of snow storage (collectively the "Improvements") in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibits "C" and "D" attached hereto and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Grantee, 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, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, streetlight, 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, except with the prior consent of the Grantee. Any structure or building, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or 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 or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to these items placed on the Premises under paragraph 2 hereof. In addition, the Grantee shall have the right, subject to the Grantor's approval, 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.

5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this 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 Grantee shall have the right and

authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee 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 authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, 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 Grantee 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 or nature so-ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

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

For the Board of County Commissioners

By: Bryan D. Weimer, Director, Public Works and Development
Authorization pursuant to Resolution No. _____

GRANTOR:

COMMONSPIRIT HEALTH, a Colorado non-profit corporation

By:
Its:

STATE OF _____ }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ as _____ of COMMONSPIRIT HEALTH, a Colorado non-profit corporation.

Witness my hand and official seal.
My commission expires _____

Notary Public

EXHIBIT "C"

**PROJECT NUMBER: C15-004, ADD. #11
CDOT/FEDERAL AID PROJECT NUMBER ACQ C100-044**

**PARCEL NUMBER: PE-2
October 6, 2021
DESCRIPTION**

A PERMANENT EASEMENT NO. PE-2 OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 140 SQ. FT. (0.003 ACRES), MORE OR LESS, IN THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN UNINCORPORATED ARAPAHOE COUNTY, COLORADO, BEING A PORTION OF LOT 1, BLOCK 2, INVERNESS SUBDIVISION FILING NO. 10 RECORDED NOVEMBER 20, 1990 AT RECEPTION NO. 90093354 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 42°02'27" WEST, A DISTANCE OF 1180.93 FEET TO A LINE PARALLEL WITH AND DISTANT 7.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF A 25' LANDSCAPE AND SIDEWALK EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 10, AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 49°53'21" WEST, A DISTANCE OF 7.00 FEET TO SAID NORTHEASTERLY LINE;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 40°06'39" WEST, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 49°53'21" EAST, A DISTANCE OF 7.00 FEET TO SAID PARALLEL LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 40°06'39" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.003 ACRES, (140 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A MONUMENT BOX AND AT THE NORTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 7361 1990", TAKEN TO BEAR NORTH 00°07'57" WEST, A DISTANCE OF 5275.77 FEET.

DANIEL E. DAVIS,
COLORADO P.L.S. NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303.327.7488

EXHIBIT "D"

**PROJECT NUMBER: C15-004, ADD. #11
CDOT/FEDERAL AID PROJECT NUMBER ACQ C100-044**

**PARCEL NUMBER: PE-2A
October 6, 2021
DESCRIPTION**

A PERMANENT EASEMENT NO. PE-2A OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 202 SQ. FT. (0.005 ACRES), MORE OR LESS, IN THE EAST HALF OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN UNINCORPORATED ARAPAHOE COUNTY, COLORADO, BEING A PORTION OF LOT 1, BLOCK 2, INVERNESS SUBDIVISION FILING NO. 10 RECORDED NOVEMBER 20, 1990 AT RECEPTION NO. 90093354 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF ARAPAHOE, STATE OF COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE NORTH 41°42'59" WEST, A DISTANCE OF 1255.88 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 84°59'43" EAST, A DISTANCE OF 2.05 FEET;

THENCE SOUTH 40°13'22" EAST, A DISTANCE OF 14.06 FEET;

THENCE SOUTH 49°46'37" WEST, A DISTANCE OF 13.05 FEET TO THE NORTHEASTERLY LINE OF A 25' LANDSCAPE AND SIDEWALK EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 10;

THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 40°06'39" WEST, A DISTANCE OF 15.59 FEET TO SAID NORTHWESTERLY BOUNDARY;

THENCE ALONG SAID NORTHWESTERLY BOUNDARY, NORTH 50°10'36" EAST, A DISTANCE OF 11.58 FEET TO THE **POINT OF BEGINNING**

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.005 ACRES, (202 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP WITH ILLEGIBLE STAMPING IN A MONUMENT BOX AND AT THE NORTHEAST CORNER OF SAID SECTION 34 BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 7361 1990", TAKEN TO BEAR NORTH 00°07'57" WEST, A DISTANCE OF 5275.77 FEET.

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COLORADO P.L.S. NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
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