

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, **Yale Park Homeowners Association Inc.**, 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, use, maintain, repair, replace curb, curb ramp, crosswalk markings, gutter, sidewalk and associated appurtenances thereto, (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 Exhibit 'A' 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, mail box 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, mail box 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.



**EXHIBIT 'A'**  
Legal Description

**Parcel: PE-11**

A parcel of land, PE-11, lying within property described and recorded at Reception Number A6122117 on September 13<sup>th</sup>, 1996, in the Arapahoe County Clerk and Recorder's Office and being in the Northwest One-Quarter of Section 32, Township 4 South, Range 67 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the Northwest Corner of said Section 32;

Thence S88°50'29"E, a distance of 1,426.19 feet, to a point on the South Right of Way line of East Yale Avenue, being the Point of Beginning;

1. Thence along said South line N89°57'12"E, a distance of 79.56 feet to the East line of the parcel at said Reception number A6122117;
2. Thence along said East line S00°25'42"W, a distance of 8.62 feet;
3. Thence departing said East line S89°55'33"W, a distance of 20.39 feet;
4. Thence S60°48'49"W, a distance of 17.19 feet;
5. Thence S89°57'12"W, a distance of 35.54 feet;
6. Thence N26°45'25"W, a distance of 19.03 feet to a point on said South line and the Point of Beginning;

Containing an area of 1,045 square feet or approximately 0.024 acres, more or less.

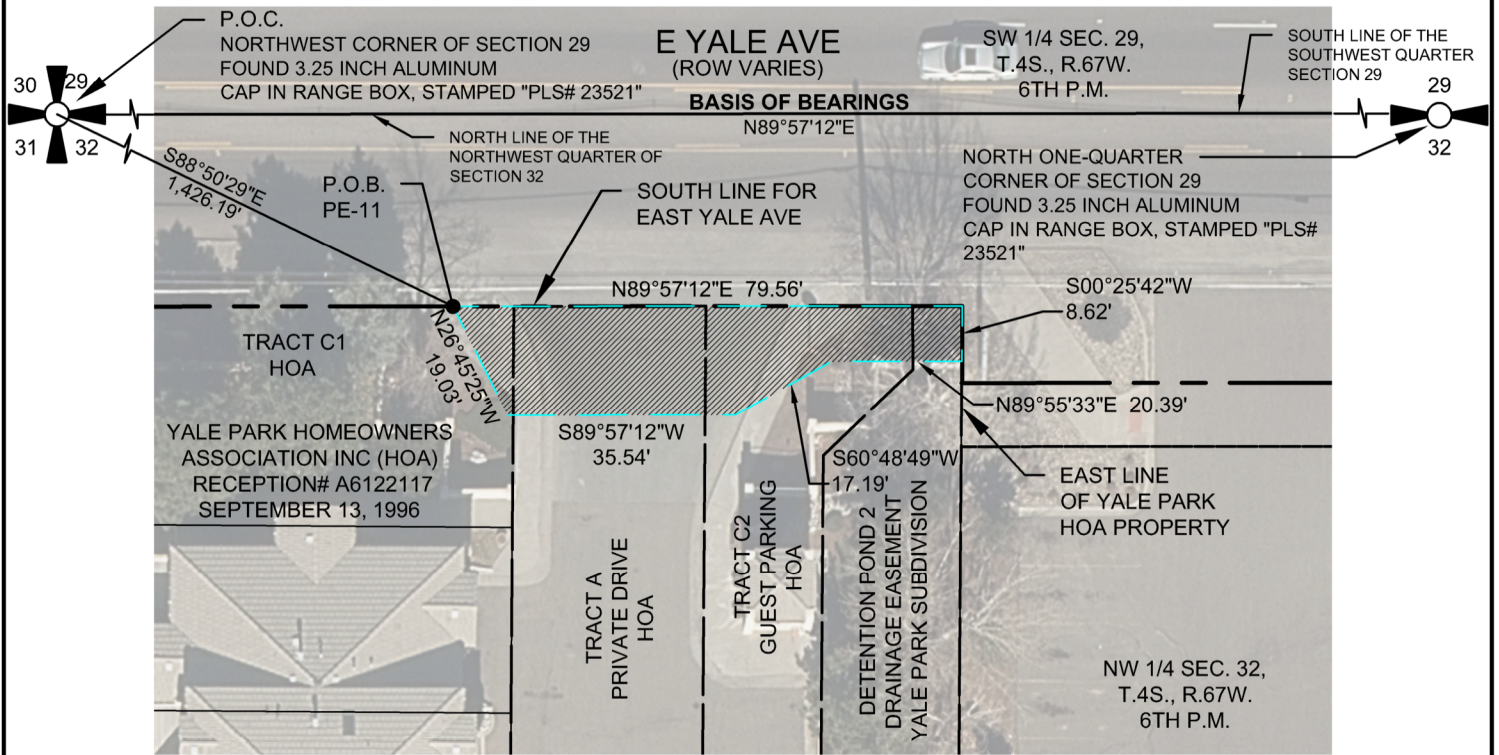
**Basis of Bearings:** Bearings herein are based on the Section line common to the Southwest Quarter of Section 29 and the Northwest Quarter of Section 32, Township 4 South, Range 67 West, of the 6TH P.M., having a Colorado Central Zone NAD 83 (2011) grid bearing of N89°57'12"E, said line being monumented on the west by the Northwest Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521), and on the east by the North One-Quarter Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521).

Ramon L Sanchez, PLS 38605  
For and on behalf of David Evans and Associates, Inc.  
1600 Broadway Ste 800  
Denver, CO 80202



# EXHIBIT "A"

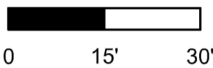
## PERMANENT EASEMENT



### LEGEND



SCALE: 1" = 30'



- EXISTING RIGHT OF WAY
- PE-11 AREA 1,045 SQ. FT. (0.024 ACRES)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

#### BASIS OF BEARINGS:

Bearings herein are based on the Section line common to the Southwest Quarter of Section 29 and the Northwest Quarter of Section 32, Township 4 South, Range 67 West, of the 6TH P.M., having a Colorado Central Zone NAD 83 (2011) grid bearing of N89°57'12"E, said line being monumented on the west by the Northwest Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521), and on the east by the North One-Quarter Corner of said Section 32 (a 3.25 inch aluminum cap in a Range Box, PLS 23521).

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED UPON MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. C.R.S.13-80-105(3)(a).

NOTICE: THIS LEGAL DESCRIPTION AND/OR GRAPHIC EXHIBIT ARE NOT TO BE DESIGNATED NOR CONSTRUED AS BEING A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.

<p><b>DAVID EVANS AND ASSOCIATES INC.</b> 1600 Broadway, Suite 800 Denver, CO 80202 Phone: 720.946.0969</p>	PROJECT NO.: CCDN00001042	SHEET NO.: 1 OF 1	<p><b>PERMANENT EASEMENT PE-11</b></p>
	FILE NAME: CCDN1042-SR-ROW-PE11	DRAWN BY: RLSA	
	DATE: 5/10/2024	CHECKED BY: DAJC	<p><b>ARAPAHOE COUNTY</b></p>
	SCALE: 1 INCH=30 FEET	PROJECT MANAGER: DAJC	