

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made _____, 2025, between the CHERRY CREEK SCHOOL DISTRICT NO. 5 (“**District**”) and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, a body corporate and political subdivision of the State of Colorado (“**County**”). Each party to this Agreement may be referred to individually as “**Party**” and collectively as “**Parties**.” The Parties agree as follows:

1. GRANT OF EASEMENT: For and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is acknowledged by the District, the District grants to the County, its successors and assigns, a non-exclusive, perpetual right to enter, re-enter, occupy, and use the property described in the attached and incorporated **Exhibit A** (“**Easement**”) to construct, reconstruct, maintain, repair, and utilize, including any necessary snow removal (“**Work**”), a portion of the Dove Creek Trail and any trail appurtenances such as benches and signs (collectively, “**Installations**”) within and across the Easement. The District acknowledges that the Dove Creek Trail will be open to the general public for recreational purposes.
2. MAINTENANCE: The County shall ensure that the Installations are maintained in good repair at no expense to the District.
3. RESTORATION: All Work shall be conducted with reasonable care, at no expense to the District, to prevent any loss or damage to the District and others. Within 30 days from the date of completion of any Work, the County shall ensure the Easement and surrounding property have been cleared of all construction debris, supplies, materials, and equipment, and that the Easement and surrounding property are restored to their pre-existing condition as nearly as may be possible. Restoration and clearing of the surface shall include, but not be limited to, replacement of topsoil, removal of any excess earth, and restoration of natural vegetation that was disturbed by Work. Restoration of natural vegetation is subject to climatic conditions and may take several growing seasons to establish.
4. RELOCATION OF EASEMENT: In the event that in the future the District reasonably determines that the use of the Easement substantially interferes with the operations of the Cherry Creek Innovation Campus, the District will provide notification of this event to the County, and the County agrees to work in good faith with the District to determine an alternative location for the trail segment. If the alternative location is on District property, the District agrees to work in good faith with the County to amend the Easement to reflect the new location.
5. NOTICES: Unless otherwise provided in this Agreement, the Parties shall contact the persons listed below, or other persons who may be designated by the Parties in writing from time to time, for all matters related to administration of this Agreement. All notices, requests, demands, information, and other communications required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been given and effective: (a) when delivered personally to the other party or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows:

If to the District:

General Counsel for CCSD
Educational Services Center
4700 S. Yosemite St.
Greenwood Village, CO 80111

If to the County:

with a copy to:

Arapahoe County Open Spaces
6934 S. Lima Street, Suite A
Centennial, CO 80112

Arapahoe County Attorney's Office
5334 S. Prince Street
Littleton, CO 80120

6. GENERAL PROVISIONS:

6.1. Successors and Assigns: Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective successors and assigns of the Parties.

6.2. Construction: This Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties.

6.3. Venue and Governing Law: For the resolution of any dispute arising from this Agreement, venue shall be in the Arapahoe County District Court. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to its conflict of laws principles.

6.4. No Attorneys' Fees and Costs: Except as otherwise expressly stated in this Agreement, in the event there is any litigation, mediation, arbitration, or other dispute resolution proceedings arising out of or related to this Agreement, each Party shall pay for its own attorneys' and other professionals' fees, costs, and expenses.

6.5. Severability: If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement shall remain in full force and effect.

6.6. No Waiver: The failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the Agreement's provisions, and, notwithstanding such failure, no Party shall be thereby released from any obligations under the Agreement.

6.7. Non-Business Days: Except as otherwise specifically provided, all periods of time set forth in this Agreement shall be calendar days, not business days. If any date for any obligation under this Agreement falls on a Saturday, Sunday, or a day that is a "holiday" as such term is defined in Colorado Rule of Civil Procedure 6, then the relevant date shall be extended automatically until the next business day.

6.8. Headings: The headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof, and shall not be considered part of this Agreement or affect its interpretation.

6.9. Governmental Immunity Act: The Parties understand and agree that each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

6.10. Entire Agreement: This Agreement constitutes the entire agreement between the District and the County, and replaces all prior written or oral agreements and understandings. The terms of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing signed by the Parties.

6.11. Counterparts and Originals: A copy of the Agreement may be executed by each Party separately and may be delivered by mail or electronic copy, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Parties have executed this Agreement as of the date written on the first page.

CHERRY CREEK SCHOOL DISTRICT

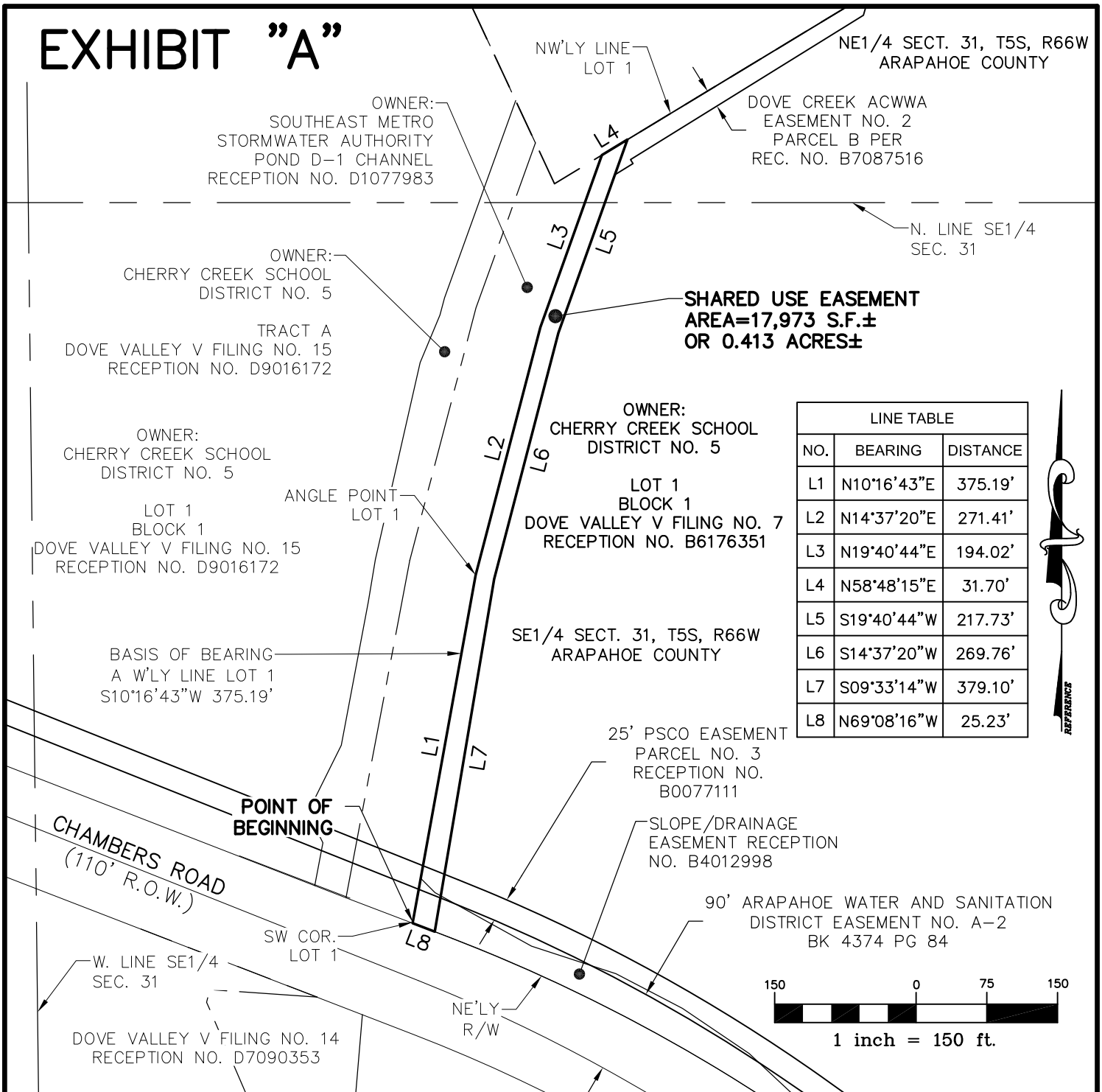
By: _____
Christopher Smith

Title: CCSD Superintendent

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE

By: _____
Margina Pingnot, Open Spaces Director,
on behalf of the Board of County Commissioners
pursuant to Resolution No. _____

EXHIBIT "A"



- 1.) PARCEL OWNERSHIP IS BASED ON THE RECORDS OF THE COUNTY ASSESSOR.
- 2.) ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 3.) THE ONLY PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF THE EASEMENT(S).
- 4.) THIS DOCUMENT SHALL BE CONSIDERED NULL AND VOID IF IT DOES NOT BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR OR IF ALTERED IN ANY WAY.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: A.S.

CHKD. BY: R.M.

DATE: 01/30/25

SCALE: 1" = 150'

FILE: R13024

SHEET: 1 OF 2

W/O #:

SHARED USE EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, DOVE VALLEY V – FILING NO. 7 FILED AT RECEPTION NO. B6176351 AT THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING OF THIS DESCRIPTION IS ALONG A WESTERLY LINE OF SAID LOT 1, AND ASSUMED TO BEAR S10°16'43"W A DISTANCE OF 375.19 FEET FROM AN ANGLE POINT IN THE WESTERLY SIDE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1;

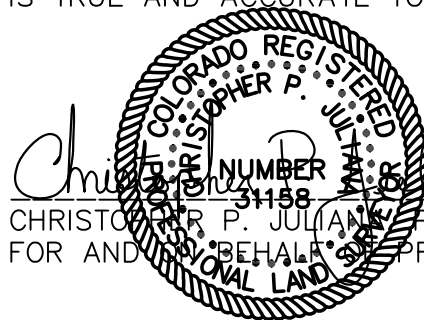
BEGINNING AT SAID SOUTHWEST CORNER;

THENCE ALONG SAID WESTERLY SIDE OF LOT 1 THE FOLLOWING THREE (3) COURSES:

1.) THENCE N10°16'43"E A DISTANCE OF 375.19 FEET; 2.) THENCE N14°37'20"E A DISTANCE OF 271.41 FEET; 3.) THENCE N19°40'44"E A DISTANCE OF 194.02 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE N58°48'15"E ALONG SAID NORTHWESTERLY LINE A DISTANCE OF 31.70 FEET; THENCE S19°40'44"W A DISTANCE OF 217.73 FEET; THENCE S14°37'20"W A DISTANCE OF 269.76 FEET; THENCE S09°33'14"W A DISTANCE OF 379.10 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF CHAMBERS ROAD; THENCE N69°08'16"W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 25.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17,973 SQUARE FEET OR 0.413 ACRES, MORE OR LESS.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



Christopher P. Julian _____ 01/30/25
CHRISTOPHER P. JULIAN, P.L.S. 31158 DATE
FOR AND ON BEHALF OF PRECISION SURVEY & MAPPING, INC.



9025 E. Kenyon Ave., Suite 150, Denver, CO 80237
Tel:(303) 753-9799 Fax:(303) 753-4044

DRN. BY: A.S.

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SHEET: 2 OF 2

W/O #:

SHARED USE EASEMENT