

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, **CRISTOBAL PROPERTIES INC.**, a Colorado 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 certain parcels of real property located in Arapahoe County, Colorado, as more particularly described in Exhibits "J" and "K" and depicted in Exhibit "L" attached hereto and incorporated herein by this reference (collectively, 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 at its sole cost and expense, including the surface of the ground and all landscaping (including, without limitation, any landscaping/retaining walls located on the Premises damaged or removed by Grantee in connection with the construction of the Improvements), 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 on the Premises 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 fee simple title to the Premises, 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.

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.

10. The Grantor reserves the right to use and occupy the Premises for any purpose consistent with the rights and privileges herein granted and which will not impair the nor unreasonably

interfere with the Improvements, including without limitation the right to grant additional easements not inconsistent with the Grantee's use of the Premises permitted hereunder, and in no event shall any parking or parking spaces therein be taken, reduced or diminished by the Grantee's construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements.

11. At any time while the Grantee enters onto any portion of the Premises, the Grantee shall obtain and maintain in full force and effect, at the Grantee's own expense: (i) policies of commercial general liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, written by one or more responsible insurance carrier(s) licensed in the State of Colorado and which name the Grantor as an additional insured, insuring against liability for damage or injury to persons and/or property and death of any person or persons occurring in, on or about the Premises, arising out of or related to the construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements by the Grantee, its employees, agents and contractors, or the conduct of the Grantee, its employees, agents or contractors in connection with the exercise of the rights granted to the Grantee herein. The Grantee shall provide the Grantor with a certificate of insurance evidencing such required insurance (including the Grantor's status as an additional insured) prior to entry upon the Premises, and thereafter, upon written request by the Grantor.

Notary Public

GRANTOR:

CRISTOBAL PROPERTIES INC., a Colorado corporation

\_\_\_\_\_  
By:  
Its:

STATE OF \_\_\_\_\_ }  
  } ss.  
COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2022 by \_\_\_\_\_ as \_\_\_\_\_ of  
CRISTOBAL PROPERTIES INC., a Colorado corporation.

Witness my hand and official seal.  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT "J"**

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

**PARCEL NUMBER: PE-5  
October 6, 2021  
DESCRIPTION**

A PERMANENT EASEMENT NO. PE-5 OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 450 SQ. FT. (0.010 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 15, INVERNESS SUBDIVISION FILING NO. 5 LOT 1, BLOCK 15 RECORDED AUGUST 14, 1979 AT RECEPTION NO. R1880159 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 23°56'53" WEST, A DISTANCE OF 3692.36 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 05°47'43" EAST, A DISTANCE OF 12.68 FEET;

THENCE SOUTH 69°23'24" WEST, A DISTANCE OF 35.00 FEET TO THE EASTERLY LINE OF A 25' LANDSCAPE EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 5;

THENCE ALONG SAID EASTERLY LINE, NORTH 06°39'38" WEST, A DISTANCE OF 13.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 286.62 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 23°28'26" EAST;

THENCE DEPARTING SAID EASTERLY LINE, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°01'16", AN ARC LENGTH OF 35.12 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.010 ACRES, (450 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  
303-713-1898

## EXHIBIT "K"

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

PARCEL NUMBER: PE-5A  
October 6, 2021  
DESCRIPTION

A PERMANENT EASEMENT NO. PE-5A OF THE COUNTY OF ARAPAHOE RIGHT OF WAY PROJECT NUMBER C15-004, ADD #11, AND CDOT FEDERAL AID PROJECT NUMBER ACQ C100-044, CONTAINING 600 SQ. FT. (0.014 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 15, INVERNESS SUBDIVISION FILING NO. 5 LOT 1, BLOCK 15 RECORDED AUGUST 14, 1979 AT RECEPTION NO. R1880159 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 24°13'44" WEST, A DISTANCE OF 3746.39 FEET TO THE EASTERLY LINE OF A 25' LANDSCAPE EASEMENT AS DEPICTED ON SAID INVERNESS SUBDIVISION FILING NO. 5 AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 85°13'04" EAST, A DISTANCE OF 24.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 653.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°07'32" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°11'37", AN ARC LENGTH OF 25.00 FEET;

THENCE SOUTH 85°13'04" WEST, A DISTANCE OF 23.73 FEET TO SAID EASTERLY LINE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 950.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 83°49'50" EAST;

THENCE ALONG SAID EASTERLY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'29", AN ARC LENGTH OF 25.00 FEET TO THE **POINT OF BEGINNING**.

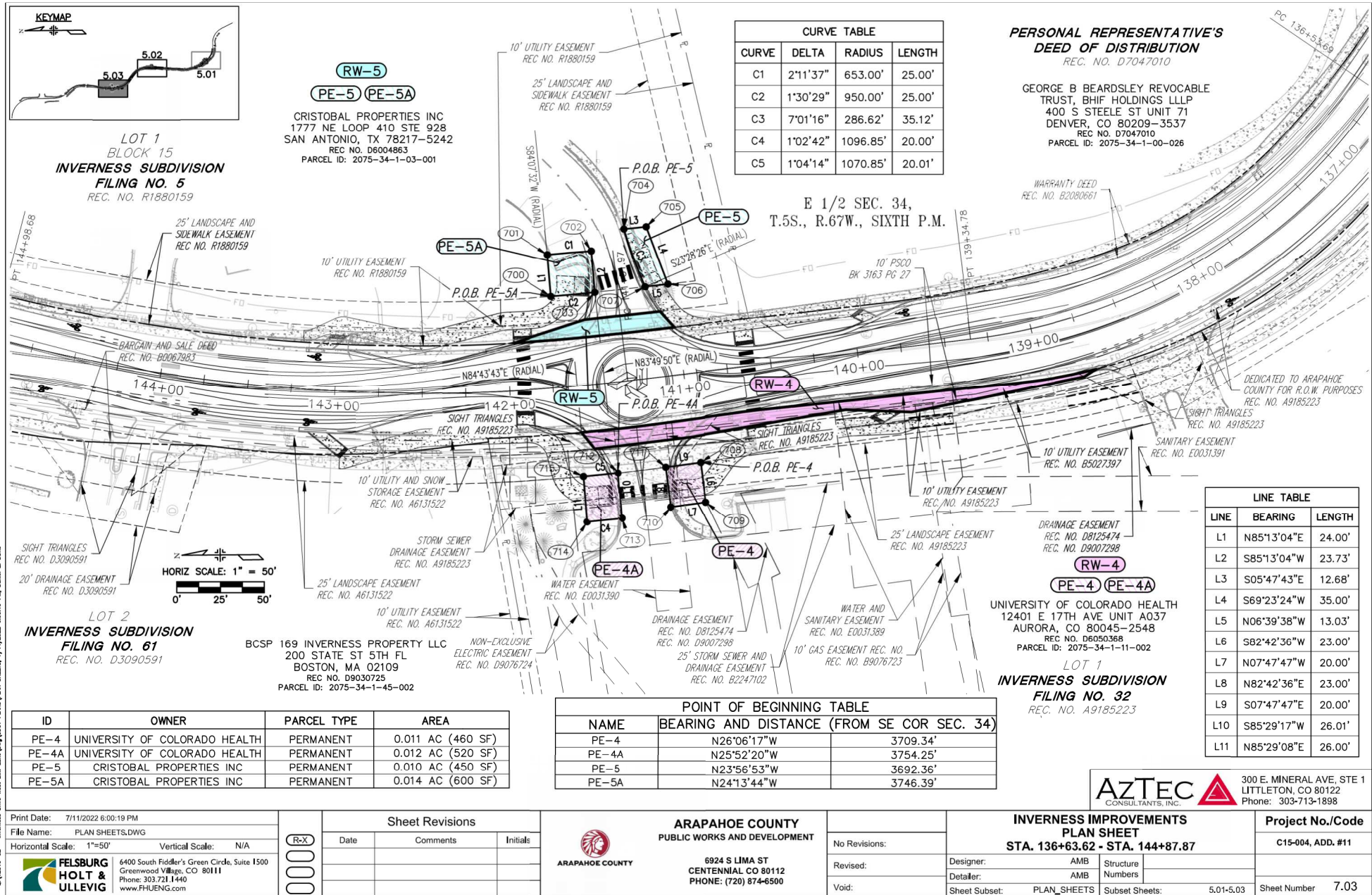
THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.014 ACRES, (600 SQUARE FEET), MORE OR LESS.

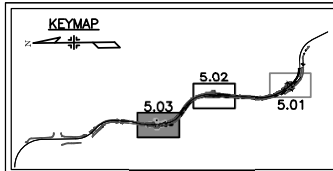
**BASIS OF BEARINGS:** BEARINGS REFERENCED HEREIN ARE GRID BEARINGS DERIVED FROM GPS OBSERVATIONS BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE EAST LINE OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 67 WEST, SIXTH P.M. MONUMENTED AT THE SOUTHEAST CORNER OF 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,  
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FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE, SUITE 1  
LITTLETON, COLORADO 80122  
303-713-1898



## EXHIBIT "L"





LOT 1  
BLOCK 15  
**INVERNESS SUBDIVISION  
FILING NO. 5**  
REC. NO. R1880159

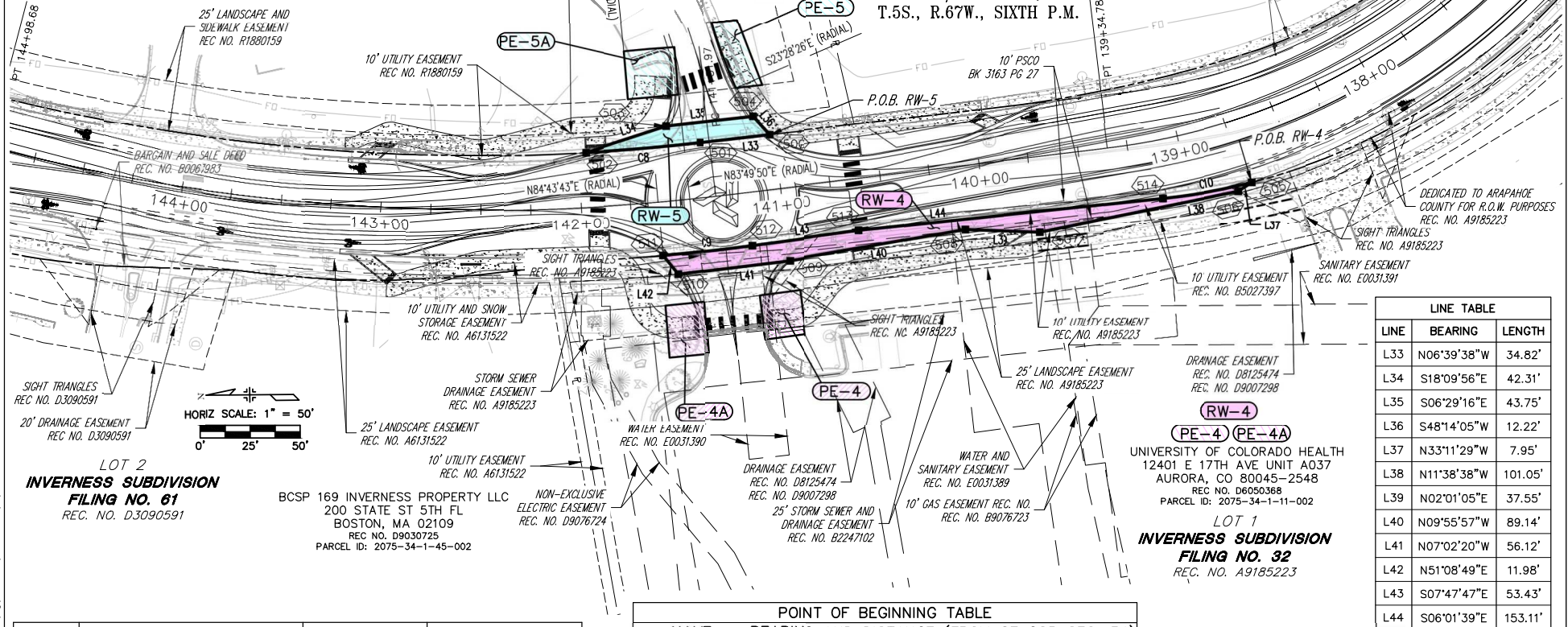
**RW-5**  
**PE-5 PE-5A**  
CRISTOBAL PROPERTIES INC  
1777 NE LOOP 410 STE 928  
SAN ANTONIO, TX 78217-5242  
REC NO. D6004863  
PARCEL ID: 2075-34-1-03-001

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C8	3°22'34"	975.00'	57.45'
C9	2°27'42"	1045.85'	44.93'
C10	8°15'02"	313.00'	45.07'

**PERSONAL REPRESENTATIVE'S  
DEED OF DISTRIBUTION**  
REC. NO. D7047010

GEORGE B BEARDSLEY REVOCABLE  
TRUST, BHIF HOLDINGS LLLP  
400 S STEELE ST UNIT 71  
DENVER, CO 80209-3537  
REC NO. D7047010  
PARCEL ID: 2075-34-1-00-026

E 1/2 SEC. 34,  
T.5S., R.67W., SIXTH P.M.



LINE TABLE		
LINE	BEARING	LENGTH
L33	N06°39'38"W	34.82'
L34	S18°09'56"E	42.31'
L35	S06°29'16"E	43.75'
L36	S48°14'05"W	12.22'
L37	N33°11'29"W	7.95'
L38	N11°38'38"W	101.05'
L39	N02°01'05"E	37.55'
L40	N09°55'57"W	89.14'
L41	N07°02'20"W	56.12'
L42	N51°08'49"E	11.98'
L43	S07°47'47"E	53.43'
L44	S06°01'39"E	153.11'



ID	OWNER	PARCEL TYPE	AREA
RW-5	CRISTOBAL PROPERTIES INC	RIGHT-OF-WAY	0.016 AC (688 SF)
RW-4	UNIVERSITY OF COLORADO HEALTH	RIGHT-OF-WAY	0.049 AC (2,139 SF)

POINT OF BEGINNING TABLE		
NAME	BEARING AND DISTANCE (FROM SE COR SEC. 34)	
RW-5	N24°55'34"W	3689.59'
RW-4	N26°57'15"W	3483.25'

**PE-4 PE-4A**  
UNIVERSITY OF COLORADO HEALTH  
12401 E 17TH AVE UNIT A037  
AURORA, CO 80045-2548  
REC NO. D6050368  
PARCEL ID: 2075-34-1-11-002  
**LOT 1  
INVERNESS SUBDIVISION  
FILING NO. 32**  
REC. NO. A9185223

**AZTEC**  
CONSULTANTS, INC.

300 E. MINERAL AVE, STE 1  
LITTLETON, CO 80122  
Phone: 303-713-1898

Print Date: 7/11/2022 6:00:49 PM		<div>Sheet Revisions</div> <table><thead><tr><th>Date</th><th>Comments</th><th>Initials</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>			Date	Comments	Initials										<div>ARAPAHOE COUNTY</div> <div>PUBLIC WORKS AND DEVELOPMENT</div> <div></div> <div>5924 S LIMA ST</div> <div>CENTENNIAL CO 80112</div> <div>PHONE: (720) 874-6500</div>		<div>INVERNESS IMPROVEMENTS</div> <div>PLAN SHEET</div> <div>STA. 136+63.62 - STA. 144+87.87</div>			Project No./Code	
Date	Comments				Initials																		
File Name: PLAN SHEETS.DWG		C15-004, ADD. #11																					
Horizontal Scale: 1"=50' Vertical Scale: N/A																							
<div>6400 South Fiddler's Green Circle, Suite 1500 Greenwood Village, CO 80111 Phone: 303.721.1440 www.FHUENG.com</div>																							