

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this 7th day of July, 2025, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 (each a "Party" and collectively the "Parties").

WHEREAS, Grantee desires to install a sanitary sewer main in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the sewer main.

2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“CERCLA”), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act (“RCRA”), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor’s Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the sanitary sewer main, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the sanitary sewer main.

4. Grantor’s Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee’s use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

5. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main or otherwise relating to the Grantee’s use of the Easement Property.

6. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective Parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the Parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the Parties hereto.

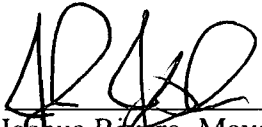
IN WITNESS WHEREOF, the Parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

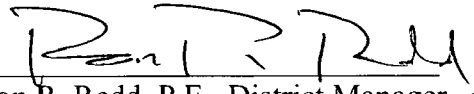
GRANTOR:

GRANTEE:

Town of Parker, Colorado

Parker Water & Sanitation District,
a Colorado special district and political
subdivision


By: 
Joshua R. Pro, Mayor
~~John Dick, Mayor Pro Tem~~

By: 
Ron R. Redd, P.E., District Manager

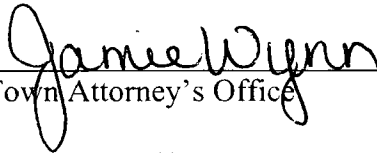
ATTEST:

ATTEST:

By: 
Chris Vanderpool, Town Clerk

By: 
Lisa Sindall, Engineering Coordinator

APPROVED AS TO FORM:


Town Attorney's Office



**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 2ND AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JULY 9, 2024 AT RECEPTION NO. 2024028356, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27 BEARS SOUTH 00°21'46" WEST, A DISTANCE OF 2648.99 FEET WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE SOUTH 35°20'52" EAST, A DISTANCE OF 800.60 FEET TO A POINT ON THE SOUTHERLY LINE OF THE 30.00 FOOT WIDE NON-EXCLUSIVE EASEMENT AS DESCRIBED IN THE DOCUMENT RECORDED MAY 16, 2023 AT RECEPTION NO. 2023020635 IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 84°14'36" EAST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 05°42'38" WEST, A DISTANCE OF 304.27 FEET;

THENCE SOUTH 20°55'07" EAST, A DISTANCE OF 191.59 FEET;

THENCE SOUTH 00°55'00" WEST, A DISTANCE OF 320.01 FEET;

THENCE SOUTH 00°00'40" WEST, A DISTANCE OF 179.94 FEET;

THENCE NORTH 89°47'08" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°00'40" EAST, A DISTANCE OF 180.08 FEET;

THENCE NORTH 00°55'00" EAST, A DISTANCE OF 309.27 FEET;

THENCE SOUTH 88°09'32" WEST, A DISTANCE OF 139.69 FEET;

THENCE NORTH 01°50'28" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°09'32" EAST, A DISTANCE OF 131.36 FEET;

THENCE NORTH 20°55'07" WEST, A DISTANCE OF 166.65 FEET;

THENCE NORTH 05°42'38" EAST, A DISTANCE OF 311.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 34,011 SQUARE FEET OR 0.781 ACRES, MORE OR LESS.

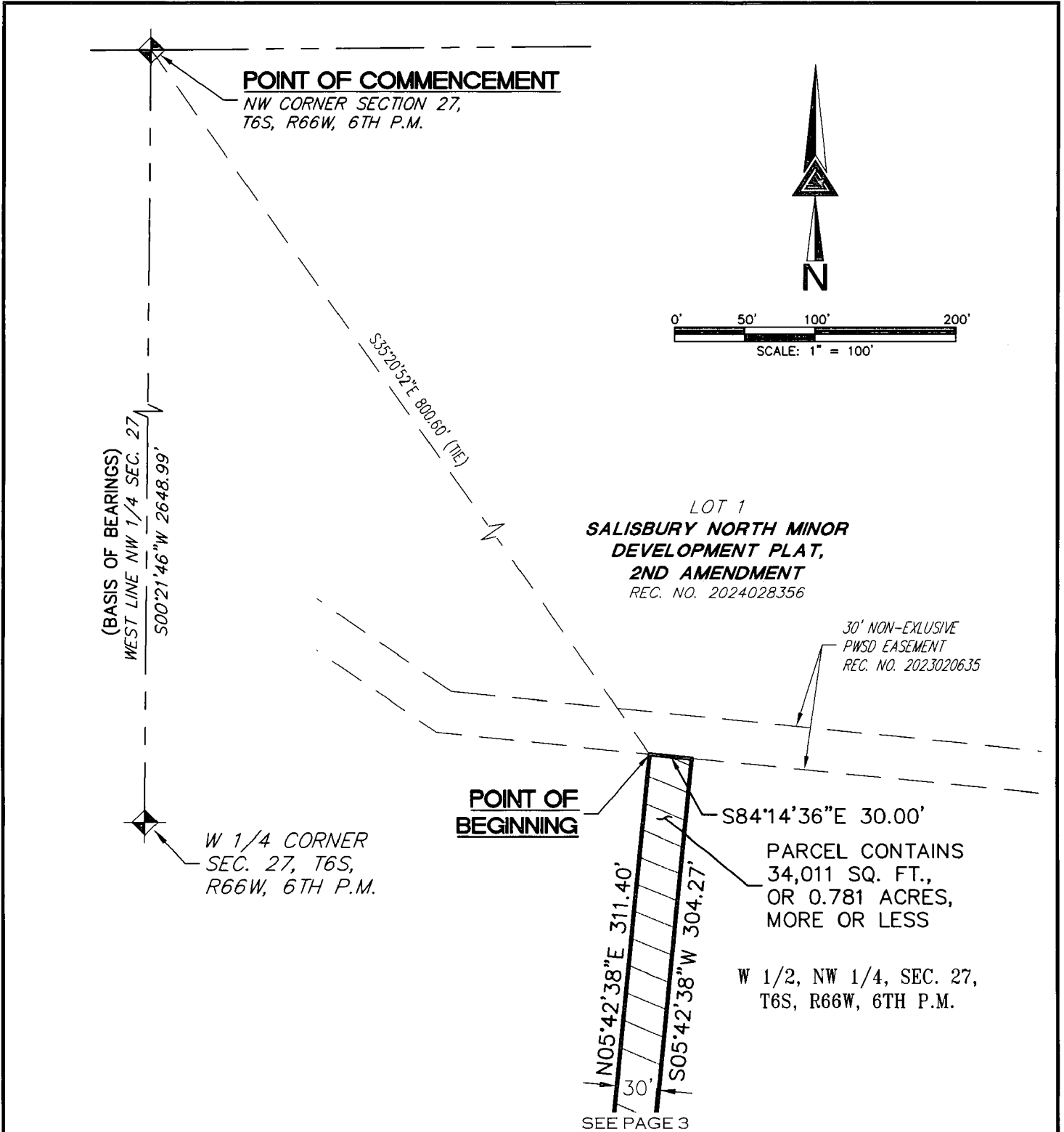
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122



RR

ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

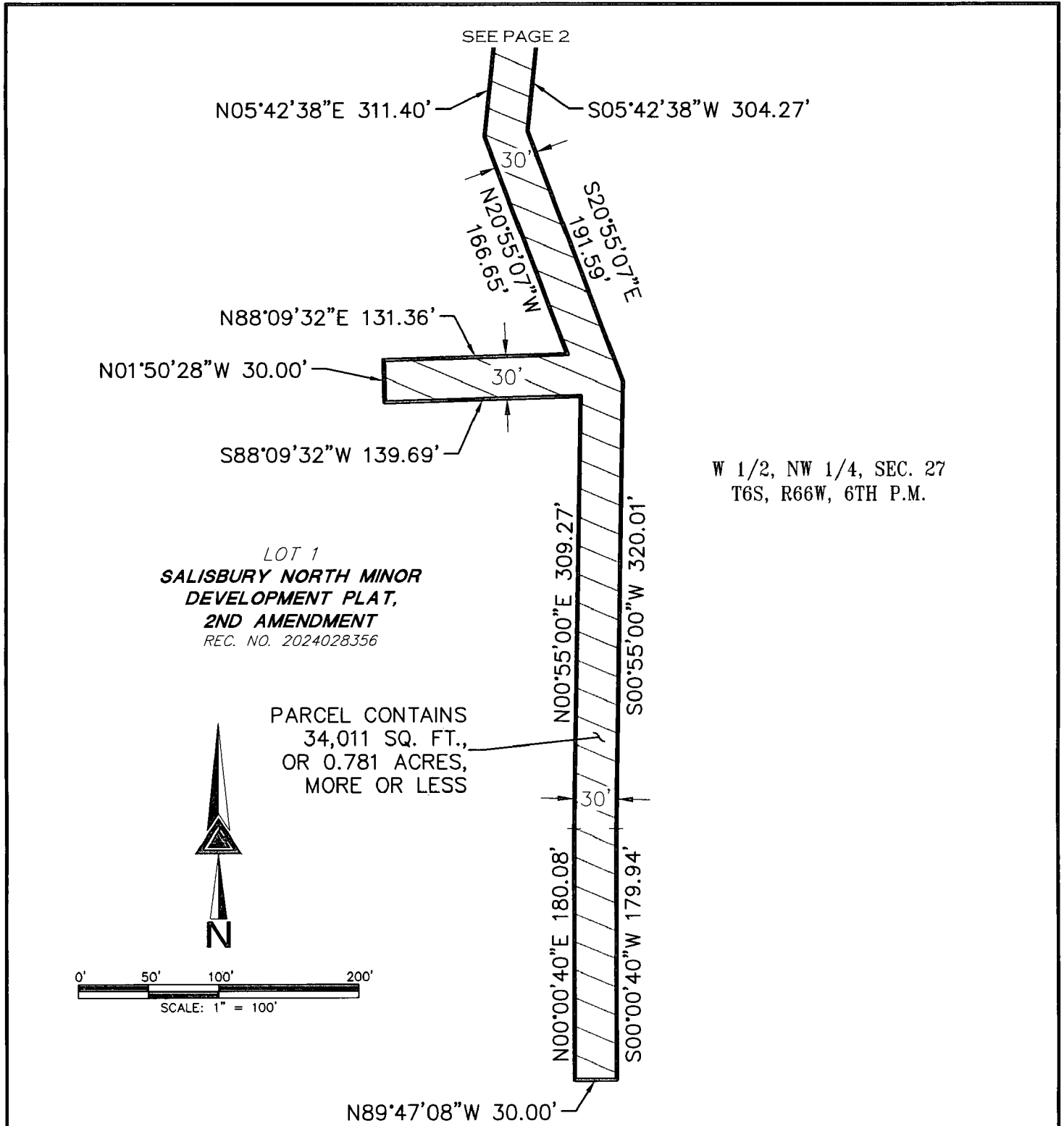


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Fax: (303)713-1897
www.aztecconsultants.com

SANITARY SEWER EASEMENT
SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24925-03 - SALISBURY NORTH EASEMENTS\DWG\EXHIBITS\PWSO SANITARY SEWER ESMT.DWG
JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 2 OF 3 PAGES

ILLUSTRATION TO EXHIBIT A



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