

WATER PIPELINE 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.

WHEREAS, Grantee desires to install a water pipeline 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 water pipeline 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 water pipeline.

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 water pipeline 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 water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. 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 water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. 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.

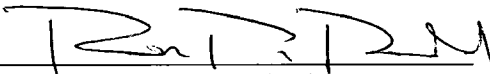
GRANTOR:

GRANTEE:

Town of Parker, Colorado

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

By: 
~~Joshua Rivers, Mayor~~
John Diak, Mayor Pro Tem

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

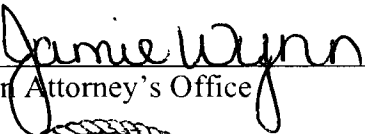
ATTEST:

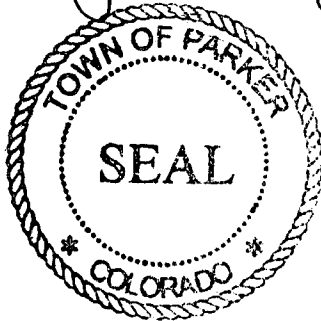
ATTEST:

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 AND THE NORTHEAST QUARTER OF SECTION 28, 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 EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 BEARS SOUTH 00°21'46" WEST, A DISTANCE OF 2648.99 FEET WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID EAST LINE;

THENCE SOUTH 24°53'24" WEST, A DISTANCE OF 1095.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD, AS DEDICATED ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 38°39'06" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 51°10'28" EAST, A DISTANCE OF 118.73 FEET;

THENCE SOUTH 38°39'04" WEST, A DISTANCE OF 37.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 249.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'21", AN ARC LENGTH OF 81.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 238.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°28'24", AN ARC LENGTH OF 239.24 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°00'01" WEST, A DISTANCE OF 120.48 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 14.30 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 14.30 FEET;

THENCE SOUTH 00°00'01" WEST, A DISTANCE OF 30.32 FEET;

THENCE SOUTH 00°00'26" WEST, A DISTANCE OF 66.80 FEET;

THENCE SOUTH 11°37'10" WEST, A DISTANCE OF 172.99 FEET;

THENCE SOUTH 26°56'17" EAST, A DISTANCE OF 89.92 FEET;

THENCE SOUTH 55°42'38" EAST, A DISTANCE OF 79.96 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 593.36 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 297.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 10.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'35", AN ARC LENGTH OF 15.71 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 89°59'35" EAST, A DISTANCE OF 696.01 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°59'35" EAST, A DISTANCE OF 467.19 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 366.13 FEET;

THENCE SOUTH 19°34'06" EAST, A DISTANCE OF 129.16 FEET;

THENCE SOUTH 02°25'17" WEST, A DISTANCE OF 31.71 FEET;

THENCE SOUTH 87°34'43" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 02°25'17" EAST, A DISTANCE OF 37.54 FEET;

THENCE NORTH 19°34'06" WEST, A DISTANCE OF 129.82 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 389.80 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 7.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 723.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°15'27" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'00", AN ARC LENGTH OF 207.16 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 67°30'31" WEST, A DISTANCE OF 39.78 FEET;

THENCE SOUTH 22°30'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 67°30'31" EAST, A DISTANCE OF 10.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 693.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 67°25'21" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'25", AN ARC LENGTH OF 179.29 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°59'35" WEST, A DISTANCE OF 1,178.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'25", AN ARC LENGTH OF 15.71 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 00°00'00" EAST, A DISTANCE OF 213.16 FEET;

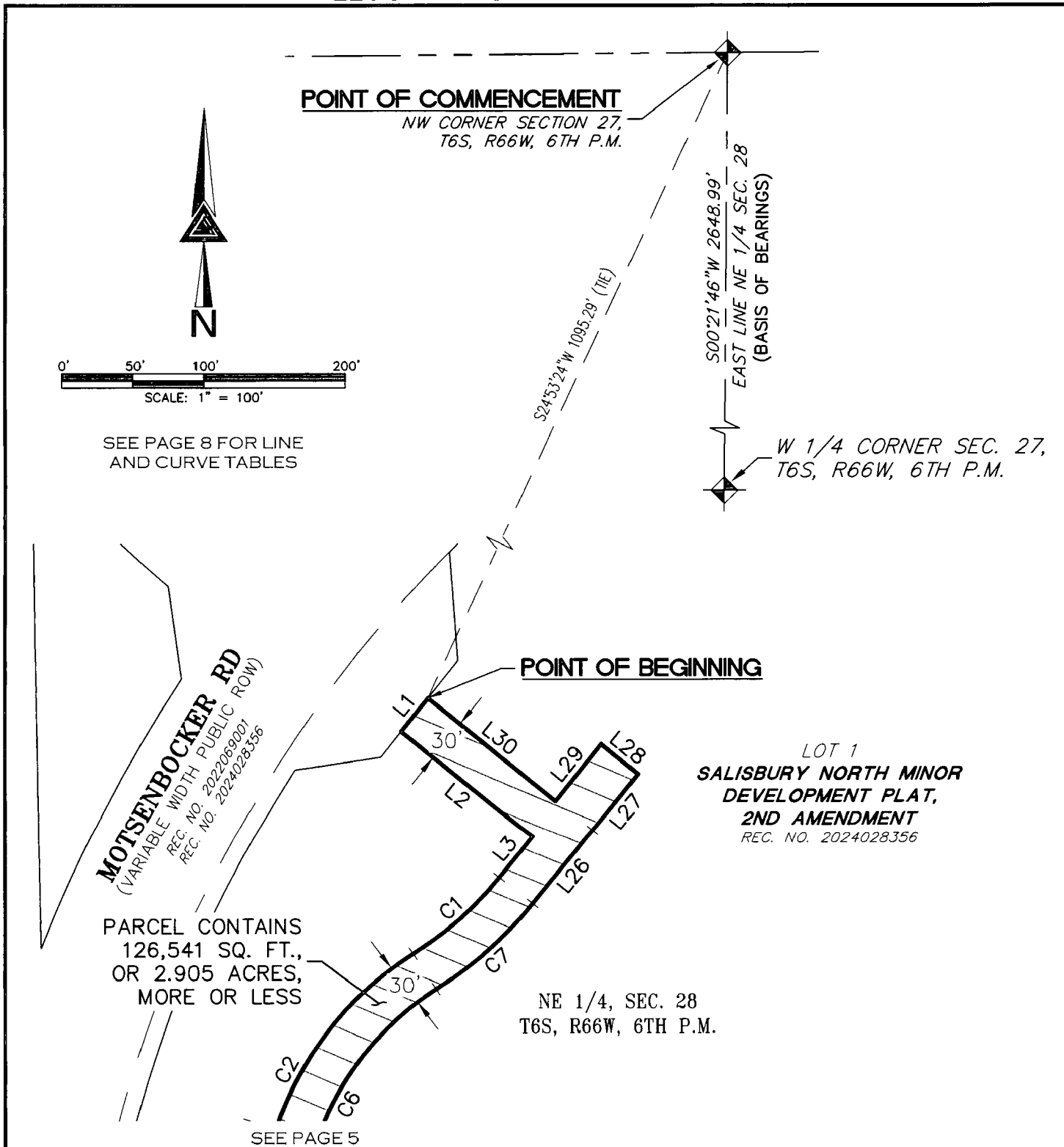
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
 THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 530.78 FEET;
 THENCE NORTH 90°00'00" WEST, A DISTANCE OF 507.00 FEET;
 THENCE NORTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 90°00'00" WEST, A DISTANCE OF 27.10 FEET;
 THENCE NORTH 55°42'38" WEST, A DISTANCE OF 64.04 FEET;
 THENCE NORTH 26°35'30" WEST, A DISTANCE OF 70.75 FEET;
 THENCE NORTH 11°37'10" EAST, A DISTANCE OF 165.65 FEET;
 THENCE NORTH 00°00'26" EAST, A DISTANCE OF 69.85 FEET;
 THENCE NORTH 00°00'01" EAST, A DISTANCE OF 170.80 FEET TO THE BEGINNING OF A
 TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 208.50 FEET;
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°28'24", AN
 ARC LENGTH OF 209.15 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE
 NORTHWESTERLY HAVING A RADIUS OF 279.50 FEET;
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'21", AN
 ARC LENGTH OF 91.82 FEET;
 THENCE TANGENT TO SAID CURVE, NORTH 38°39'04" EAST, A DISTANCE OF 67.69 FEET;
 THENCE NORTH 38°49'32" EAST, A DISTANCE OF 51.31 FEET;
 THENCE NORTH 51°10'28" WEST, A DISTANCE OF 33.37 FEET;
 THENCE SOUTH 38°49'32" WEST, A DISTANCE OF 51.31 FEET;
 THENCE NORTH 51°10'28" WEST, A DISTANCE OF 115.35 FEET TO THE **POINT OF BEGINNING**.
 CONTAINING AN AREA OF 126,541 SQUARE FEET OR 2.905 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



KS

ILLUSTRATION TO EXHIBIT A



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

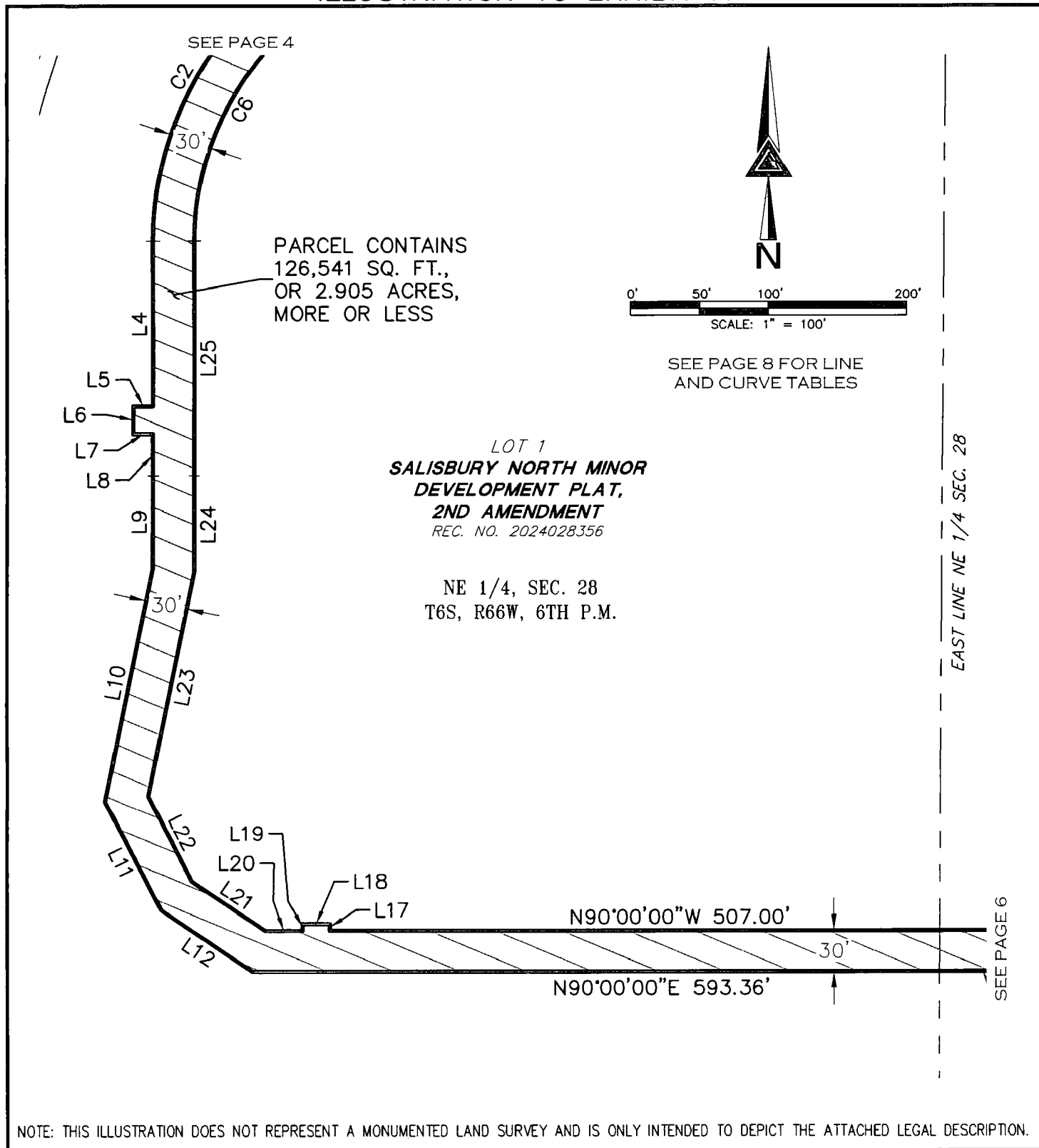
AZTEC
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300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

WATER EASEMENT
SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

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 JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 4 OF 8 PAGES

ILLUSTRATION TO EXHIBIT A



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



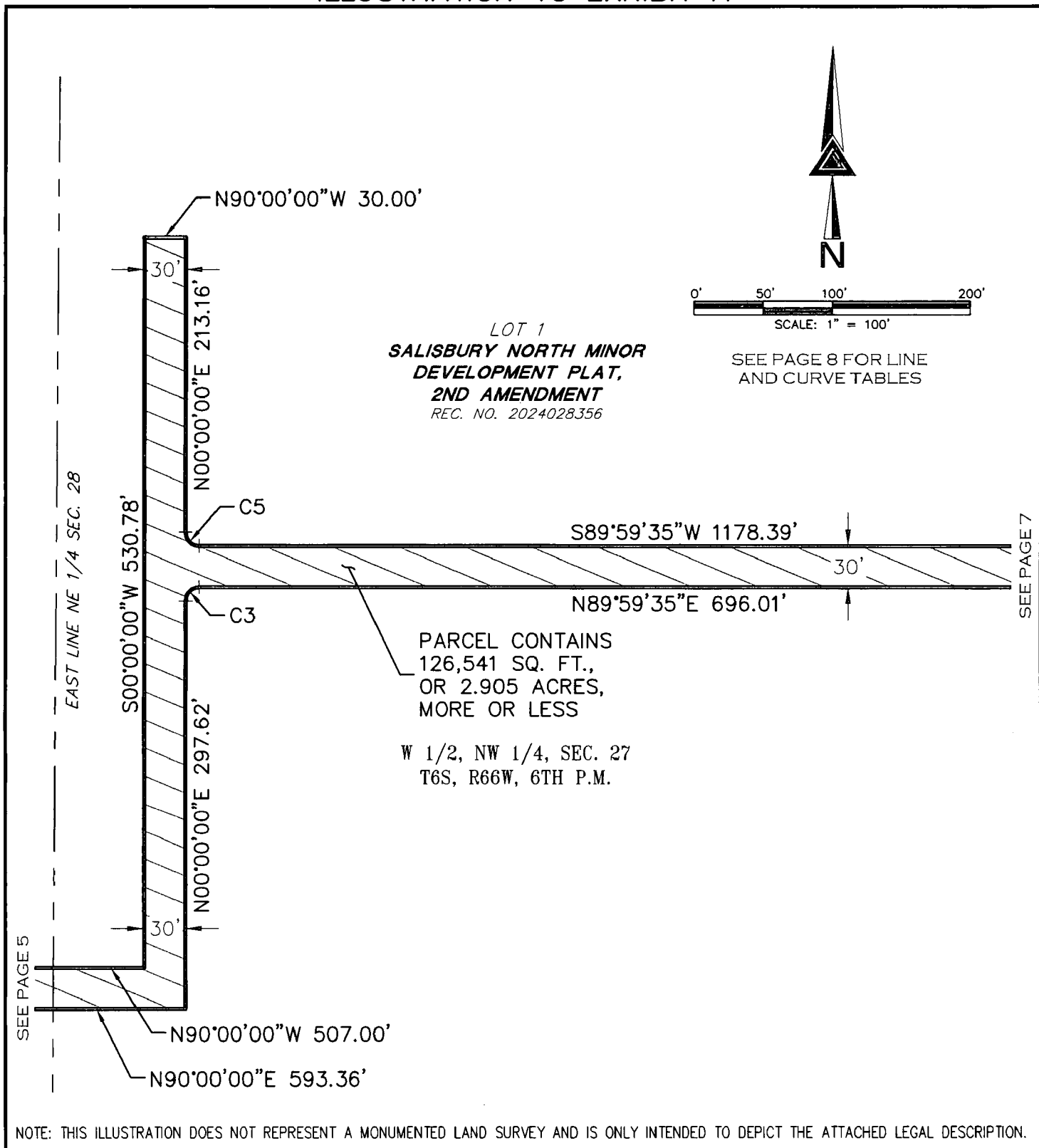
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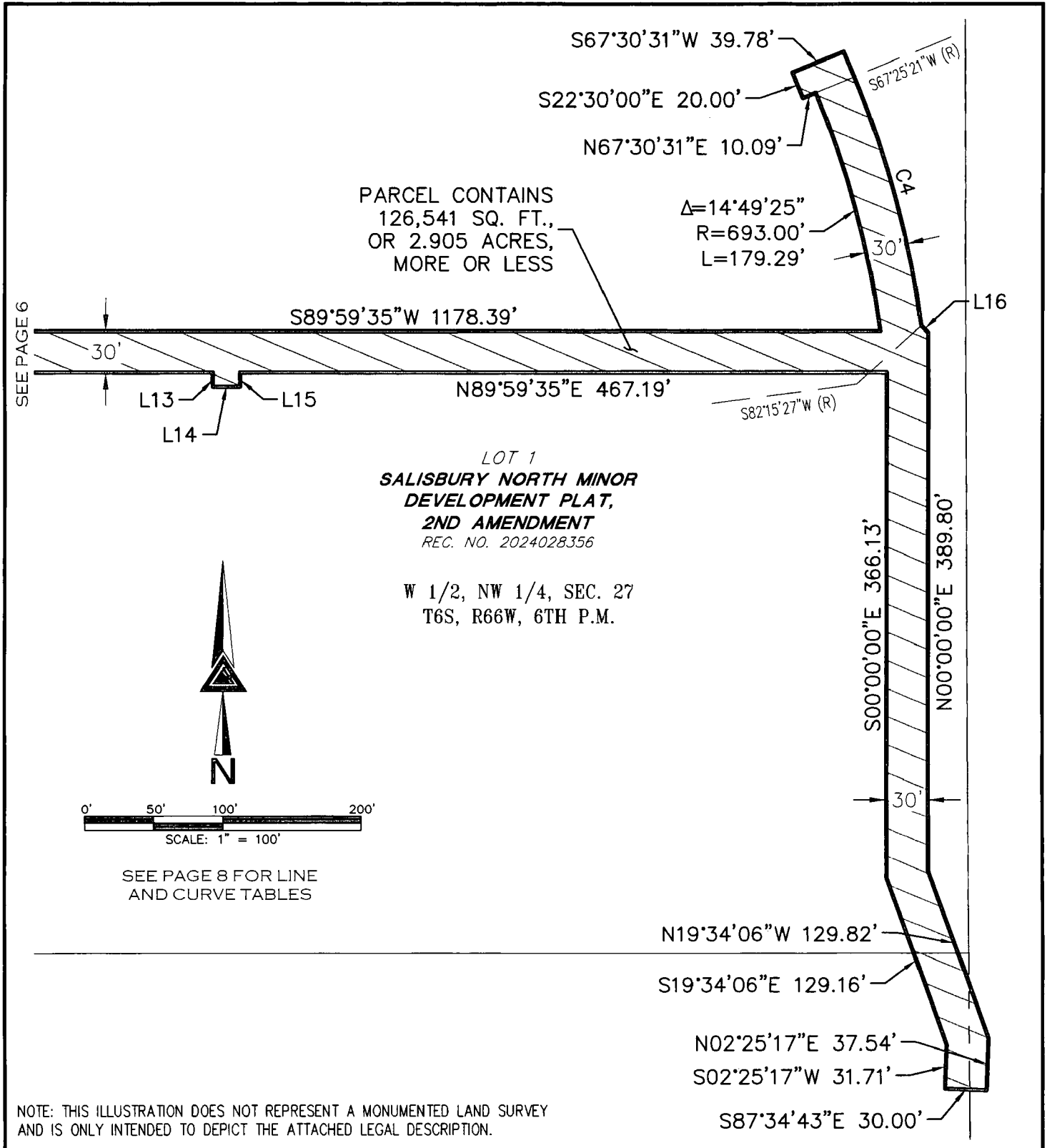


ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S38°39'06"W	30.00'
L2	S51°10'28"E	118.73'
L3	S38°39'04"W	37.78'
L4	S00°00'01"W	120.48'
L5	N90°00'00"W	14.30'
L6	S00°00'00"E	20.00'
L7	N90°00'00"E	14.30'
L8	S00°00'01"W	30.32'
L9	S00°00'26"W	66.80'
L10	S11°37'10"W	172.99'
L11	S26°56'17"E	89.92'
L12	S55°42'38"E	79.96'
L13	S00°00'00"E	10.00'
L14	N90°00'00"E	20.00'
L15	N00°00'00"E	10.00'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N45°00'00"W	7.15'
L17	N00°00'00"E	5.00'
L18	N90°00'00"W	20.00'
L19	S00°00'00"E	5.00'
L20	N90°00'00"W	27.10'
L21	N55°42'38"W	64.04'
L22	N26°35'30"W	70.75'
L23	N11°37'10"E	165.65'
L24	N00°00'26"E	69.85'
L25	N00°00'01"E	170.80'
L26	N38°39'04"E	67.69'
L27	N38°49'32"E	51.31'
L28	N51°10'28"W	33.37'
L29	S38°49'32"W	51.31'
L30	N51°10'28"W	115.35'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	18°49'21"	249.50'	81.96'
C2	57°28'24"	238.50'	239.24'
C3	89°59'35"	10.00'	15.71'
C4	16°25'00"	723.00'	207.16'
C5	90°00'25"	10.00'	15.71'
C6	57°28'24"	208.50'	209.15'
C7	18°49'21"	279.50'	91.82'

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



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