



## Memorandum

**To:** File 1845

**From:** Ronald R. Sprawls

**Date:** 21 April 2014

**Subject:** Chambers Reservoir Access Easements and Trails

We have reviewed the legal documents associated with the concrete/crusher fines road/trails at the south end of Chambers Reservoir to determine who we believe has ownership and maintenance responsibility in light of the newly constructed pedestrian crossing at South Chambers Road. The existing concrete trail at this location continues south over ACWWA's property to the property owned by Stonegate. The existing concrete trial continues westerly on Stonegate's property to their northwest corner where it turns to the north and enters at the southwest corner of ACWWA's property. The existing concrete trail continues northerly along the west boundary of ACWWA's property to Dogwood Avenue. At this point the existing concrete trail ends and a crusher fines trail continues northerly to ACWWA's north property line. This concrete trail along with the crusher fines trail fulfills the pedestrian/cantering trail as presented by the Grandview Estates Homeowners Association at the Chambers Reservoir Planning Commission hearing on 08 March 2010 and agreed upon by United Water and Sanitation District. Also, this existing trail is outside of the reservoir fencing in its entirety.

The Easement Deed (Stonegate Access Easement) as recorded under Reception #2010056849 on 07 August 2010 (see the attached document) is a nonexclusive easement for ingress and egress located at the southeast corner of ACWWA's property. The "Grantor" is United Water and Sanitation District and the "Grantee" (or "District") is Stonegate Village Metropolitan District. Under the dedication paragraph, the deed describes the ingress and egress allowed as well as the improvements (including roads and trails). Under paragraph 3 of the deed, Rights of Grantee, the District shall have the right to enter upon the easement for maintenance of the improvements as may be reasonably required. Under paragraph 6 of the deed, Rights of Third Parties, the District has the right and authority to provide maintenance and repair of the improvements. Under paragraph 9 of the deed, No Public Dedication, there was no formal dedication of easement or public use. However, the District may permit the general public access to and use of the trail over the Easement Area for recreational purposes consistent with the historic use of the trail that is replaced, which trail was previously located upon Grantor's property. Therefore it is our opinion that

Stonegate owns and maintains the road/trail on this portion of ACWWA's property and has the right to allow public access if it so chooses.

The Easement Deed (United Access and Utility Easement) as recorded under Reception #2010056846 on 07 August 2010 (see the attached document) is a nonexclusive easement for the real property described in Exhibit A in the attached document located on Stonegate's property to the south of the reservoir. The "Grantor" is Stonegate Village Metropolitan District and the "District" (or "Grantee") is United Water and Sanitation District. Under the dedication paragraph, the deed describes the improvements (including roads/trails) together with the right of access. Under paragraph 3 of the deed, Rights of Grantee, the District shall have the right to enter upon the easement for maintenance of the improvements as may be reasonably required. Under paragraph 6 of the deed, Rights of Third Parties, the District has the right and authority to provide maintenance and repair of the improvements. Under paragraph 8 of the deed, No Public Dedication, nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general. Therefore it is our opinion that ACWWA (as successor to United Water and Sanitation District) owns and maintains this portion of the road/trail located on Stonegate's property. It does not appear that ACWWA can independently allow public access on this portion of the trail. However, it appears that Stonegate, as the property owner can allow public access at its discretion.

For the existing concrete trail/crusher fines trail located along the west property line of the reservoir property, there is no pedestrian/equestrian easement associated with it. However, since this is ACWWA owned property, ACWWA controls whether to allow access along this trail. It is our opinion that ACWWA has consented to this use by virtue of the statements made by United during the location and extent hearings. ACWWA would thus be responsible for the maintenance of the existing trail along the west property line of the reservoir.

Cc: Arnie Reil, ACWWA  
Kevin McBrien, ACWWA  
Patrick Reed, ACWWA  
Rick Kron, Spencer Fane & Grimshaw LLP

**EASEMENT DEED**  
(United Access and Utility Easement)

For and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **STONEGATE VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Grantor"), hereby grants, bargains, sells and conveys to **UNITED WATER AND SANITATION DISTRICT, acting on its own behalf and on behalf of its Chambers Enterprise**, whose address is c/o Community Resource Services of Colorado, LLC, 3855 N. Lewiston St., Suite 140, Aurora CO 80111 (the "District" or "Grantee"), its successors and permitted assigns, a perpetual, nonexclusive easement (the "Easement") for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of any utilities, utilities uses and utility facilities, including pipes, casings, wires, conduits, culverts, valves, ventilators, manholes, surface or subterranean appurtenances necessary for such utilities, utility uses and utility facilities, drainage, electric, gas, water, wastewater, storm water, sanitary sewer lines, telephone, cable television, communication, fiber optic lines, other telecommunication facilities, security and surveillance facilities, natural gas and electric lines, facilities and appurtenances and such other installations and service connections as may be required to furnish public utility services (the "Improvements"), together with the right of access across the real estate for the necessary personnel and equipment to do any or all of the above work, in, to, through, over, under and across the real property located in the County of Douglas, State of Colorado described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area"), on and subject to the following terms and conditions:

1. **Ingress and Egress.** District, its agents, contractors, employees and permitted assigns, shall have and exercise the right of reasonable ingress and egress in, to, through, over, under and across the Easement Area for any purpose necessary for the survey, design, engineering, construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements and for ingress and egress to and from the real property located in the County of Douglas, State of Colorado described on Exhibit B attached hereto and incorporated herein by this reference (the "District Property") and to install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove roads and trails on the Easement Area, which improvements shall be deemed to be Improvements.

2. **Use by Grantor.** Grantor shall not excavate or fill, construct or place any structure or building, street light, 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 or any other improvements of any kind on any part of the Easement Area without the prior written consent of the District. Any excavation or fill, structure or building, street light, 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 or any other improvements of any kind situated on the Easement Area as of the date of this Easement Deed or any other improvements may be removed by the District at the sole cost of the District.



3. **Rights of Grantee.** District, its agents, contractors, employees, successors and permitted assigns shall have the right to enter upon the Easement Area and to survey, construct, reconstruct, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to the trimming of trees and bushes. In addition, District shall have the right, subject to Grantor's approval, which shall not be unreasonably delayed, denied or withheld, to use so much of the adjoining property of Grantor, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required.

4. **Installation and Repair.** The Improvements located in the Easement Area will be installed, constructed, operated, repaired, replaced and maintained by or at the direction of Grantee, at Grantee's sole cost and expense. Upon completion of its activities, District, to the extent practicable, shall restore the Easement Area and any adjoining property of the Grantor used by the District, including the surface of the ground and all landscaping, to the condition it was in or better immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

5. **Subjacent and Lateral Support.** District shall have and enjoy 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 Deed, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. **Rights of Third Parties.** District shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider the Easement and all or a portion of the rights to use, and all or a portion of the obligations associated with, the Easement as are granted to and assumed by District herein. In addition, District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity, public utility provider, or to the District's contractors, for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. **Reversion.** District agrees that at such time and in the event that the Easement described herein, or any portion thereof, be abandoned by District, such Easement or applicable portion thereof shall terminate and the real property interest represented by such Easement or portion shall revert to Grantor, or its successors and/or assigns.

8. **No Public Dedication.** Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general.

9. **Provision of District Facilities or Services.** Notwithstanding anything herein to the contrary, Grantor and District agree that execution of this Easement shall not thereby create any obligation on the part of District to own, operate or maintain facilities, or provide service to or on account of Grantor.

10. **Binding Effect.** Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and District.

11. **Insurance.** Grantor and District shall, at their discretion, insure themselves separately against liability, loss and damages arising out of the existence, use or operations of the Easement.

12. **Exercise of Rights.** Grantee and all others permitted to use the Easement Area hereunder shall exercise the rights granted by this Easement in a safe and orderly manner and in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions, and without unreasonably interfering with Grantor's use of property adjacent to and underlying the Easement.

13. **Enforcement.** In addition to other rights and remedies afforded Grantor and Grantee herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by Grantor or Grantee, shall give to the non-breaching Grantor or Grantee the right to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. In addition, the violation of any covenant or agreement herein contained, or of the terms of any easement herein granted, is hereby acknowledged to constitute a nuisance, and every remedy allowed by law or equity shall be applicable against every such violation. All remedies provided herein, at law and in equity shall be cumulative and nonexclusive.

14. **Interpretation.** Throughout this Deed, (a) the singular shall include the plural and the plural shall include the singular, (b) all genders shall be deemed to include other genders, wherever the context so requires, (c) the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation" and (d) the headings to paragraphs and sections are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its terms.

15. **Governmental Immunity.** Nothing in this Deed shall be construed as a waiver of the rights and privileges of any of the parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

16. **Appropriation.** All financial obligations of the District under and pursuant to this Deed are subject to prior appropriations of monies expressly made by the District for the purposes of this Deed.

17. **No Personal Liability.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Grantor under any term or provision of this Deed or because of any breach thereof or because of its or their execution, approval or attempted execution of this Deed.

IN WITNESS WHEREOF, the undersigned have executed this Easement Deed as of August 31, 2010.

**GRANTOR:**

STONEGATE VILLAGE METROPOLITAN  
DISTRICT



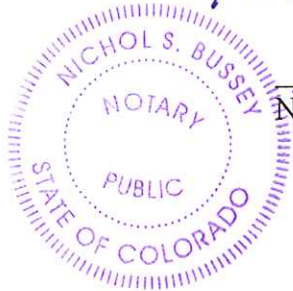
By: \_\_\_\_\_  
Its: President

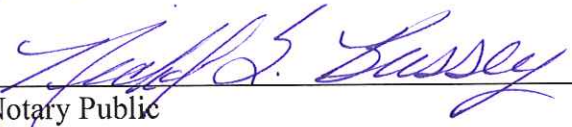
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by Chris Kannawin as President of Stonegate Village Metropolitan District.

WITNESS my hand and official seal.

My Commission expires: 11/13/2012



  
Notary Public

**DISTRICT:**

UNITED WATER AND SANITATION  
DISTRICT, acting on its own behalf and on behalf  
of its Chambers Enterprise

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

Robert A. Lembke, President

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Denver     )

The foregoing instrument was acknowledged before me this 1st day of September  
2010, by Robert A. Lembke as President of United Water and Sanitation District, acting on its  
own behalf and on behalf of its Chambers Enterprise.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_

Paula Taylor  
Notary Public



My Commission Expires 12/08/2013

# EXHIBIT A

## Legal Description of Easement Area

### LEGAL DESCRIPTION

#### PERMANENT ACCESS & UTILITY EASEMENT

A PARCEL OF LAND LOCATED IN SECTION 8 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 8 SAID POINT BEING THE POINT OF BEGINNING;

THENCE S80°19'25"E, A DISTANCE OF 554.51 FEET;  
THENCE S71°36'23"W, A DISTANCE OF 114.75 FEET;  
THENCE N79°02'05"W, A DISTANCE OF 250.45 FEET;  
THENCE S56°19'48"W, A DISTANCE OF 79.84 FEET;  
THENCE S01°18'14"W, A DISTANCE OF 35.37 FEET;  
THENCE S10°56'19"E, A DISTANCE OF 209.31 FEET;  
THENCE S08°51'42"E, A DISTANCE OF 134.06 FEET;  
THENCE S07°30'40"E, A DISTANCE OF 153.27 FEET;  
THENCE S82°24'51"W, A DISTANCE OF 78.98 FEET;  
THENCE N07°35'47"W, A DISTANCE OF 100.09 FEET;  
THENCE N82°26'21"E, A DISTANCE OF 50.13 FEET;  
THENCE N07°30'46"W, A DISTANCE OF 52.69 FEET;  
THENCE N08°51'42"W, A DISTANCE OF 133.16 FEET;  
THENCE N10°56'19"W, A DISTANCE OF 211.99 FEET;  
THENCE N01°18'14"E, A DISTANCE OF 83.18 FEET;  
THENCE N89°15'30"W, A DISTANCE OF 96.15 FEET;  
THENCE N00°12'43"W, A DISTANCE OF 79.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 51,933.45 SQUARE FEET OR 1.1922 ACRES, MORE OR LESS.

#### BASIS OF BEARING

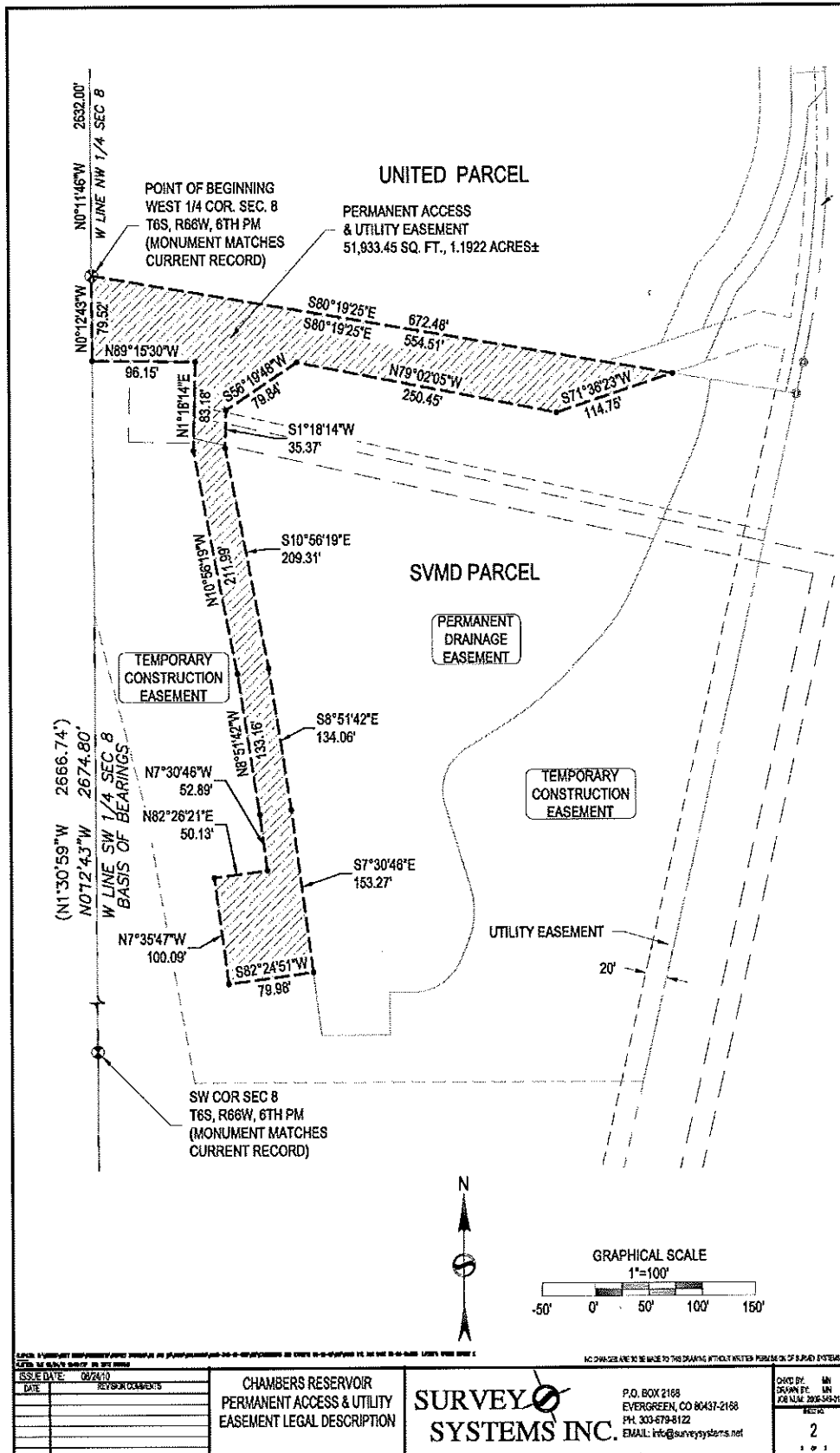
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE SOUTH/WEST QUARTER OF SAID SECTION 8 MONUMENTED AS SHOWN ON THE EXHIBIT ON SHEET TWO AND BY SO REFERENCING IS MADE A PART OF THIS LEGAL DESCRIPTION. THE BEARING OF THIS LINE IS N00°12'43"W.

THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF GERALD MATT NICHOLS A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO FOR AND ON BEHALF OF SURVEY SYSTEMS INC., TO THE EXTENT OF MY KNOWLEDGE AND BELIEF THIS A TRUE AND ACCURATE DEPICTION OF THE PARCEL AS SHOWN HEREON.



ISSUE DATE: 08/24/19		CHAMBERS RESERVOIR PERMANENT ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION		SURVEY SYSTEMS INC.		P.O. BOX 12-18 EVERGREEN, CO 80131-2158 PH: 303-274-5132 EMAIL: info@surveysystemsinc.com		1	
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## EXHIBIT B

### Legal Description of Reservoir Parcel

#### LEGAL DESCRIPTION

##### CHAMBERS RESERVOIR UNITED PARCEL

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 8, SAID POINT BEING THE POINT OF BEGINNING;  
THENCE N89°09'45"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, 112.21 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N43°57'29"E, A RADIAL DISTANCE OF 1,251.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 32°59'23", A DISTANCE OF 720.32 FEET;  
THENCE S79°02'58"E, A DISTANCE OF 181.23 FEET TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16 (RECORDED AT RECEPTION NO. 00091534);

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AS PLATTED IN SAID STONEGATE FILING NO. 16 AND CREATED BY DOCUMENT RECORDED IN BOOK 1861 AT PAGE 2347 OF THE DOUGLAS COUNTY RECORDS THE FOLLOWING EIGHT (8) COURSES:

- 1.) THENCE S10°56'25"W, A DISTANCE OF 288.89 FEET;
- 2.) THENCE S09°27'13"W, A DISTANCE OF 665.82 FEET;
- 3.) THENCE S04°36'14"W, A DISTANCE OF 148.84 FEET;
- 4.) THENCE S08°27'23"W, A DISTANCE OF 511.66 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,050.00 FEET AND A CENTRAL ANGLE OF 12°34'13";
- 5.) THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 230.36 FEET;
- 6.) THENCE S04°05'50"E, A DISTANCE OF 249.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 16°59'10";
- 7.) THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 281.64 FEET;
- 8.) THENCE S12°52'20"W, A DISTANCE OF 29.87 FEET;

THENCE N80°19'25"W DEPARTING FROM SAID WEST RIGHT-OF-WAY, A DISTANCE OF 672.48 FEET TO A POINT THAT LIES ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION EIGHT;  
THENCE N00°11'46"W, A DISTANCE OF 2,632.00 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION EIGHT TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 1,921,122.39 SQUARE FEET OR 44.1029 ACRES, MORE OR LESS.

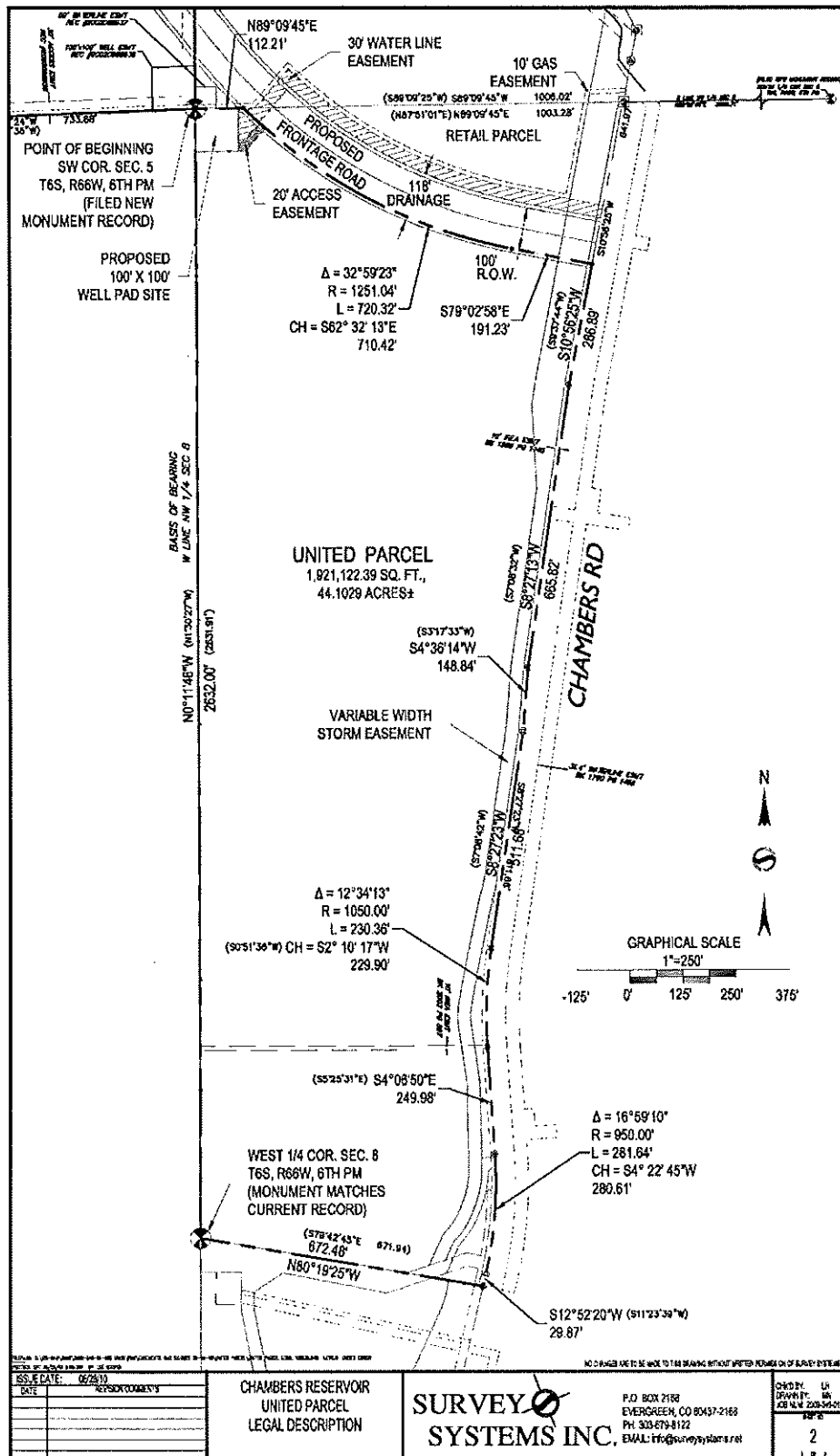
##### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 MONUMENTED AS SHOWN ON THE EXHIBIT ON SHEET TWO AND BY SO REFERENCING IS MADE A PART OF THIS LEGAL DESCRIPTION. THE BEARING OF THIS LINE IS N00°11'46"W.

THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF LEE GALLERY HOOPER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO FOR AND ON BEHALF OF SURVEY SYSTEMS INC. TO THE EXTENT OF MY KNOWLEDGE AND BELIEF THIS A TRUE AND ACCURATE DEPICTION OF THE PARCEL AS SHOWN HEREON.



DATE: 8/28/10		CHAMBERS RESERVOIR UNITED PARCEL LEGAL DESCRIPTION	SURVEY SYSTEMS INC. P.O. BOX 2168 EVERGREEN, CO 80437-2168 PH: 303-677-8122 EMAIL: info@surveysystemsinc.com	DATE: 8/28/10
BY: [Signature]	FOR: [Signature]			1



10-4

EASEMENT DEED  
(Stonegate Access Easement)

For and in consideration of the sum of TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **UNITED WATER AND SANITATION DISTRICT, acting on its own behalf and on behalf of its Chambers Enterprise** (the "Grantor"), hereby grants, bargains, sells and conveys to **STONEGATE VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 2 Inverness Drive East, Suite 200, Englewood, Colorado 80112 (the "District" or "Grantee"), its successors and permitted assigns, a perpetual, nonexclusive easement (the "Easement") for ingress and egress to and from the real property located in the County of Douglas, State of Colorado described on Exhibit A attached hereto and incorporated herein by this reference (the "District Property") and to install, construct, reconstruct, relocate, maintain, enlarge, repair, use, operate and remove roads and trails (the "Improvements") on, over, under and across the real property located in the County of Douglas, State of Colorado described on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), on and subject to the following terms and conditions:

1. **Grantor's Reserved Rights.** Except as otherwise provided in this Deed, Grantor reserves the right to use the Easement Area for any lawful purpose and to grant further easement interests in the Easement Area to other parties including public entities so long as such interests and uses do not unreasonably interfere with Grantee's full enjoyment of the Easement and the other rights granted under this Deed, as determined by Grantee, in its reasonable discretion. Grantor shall notify Grantee prior to its exercise of any of the rights reserved hereunder.

2. **Use by Grantor.** Grantor shall not excavate or fill, construct or place any structure or building, street light, 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 or any other improvements of any kind on any part of the Easement Area without the prior written consent of the District. Any excavation or fill, structure or building, street light, 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 or any other improvements of any kind situated on the Easement Area as of the date of this Easement Deed may be removed by the District at the sole cost of the District.

3. **Rights of Grantee.** District, its agents, contractors, employees, successors and permitted assigns shall have the right to enter upon the Easement Area and to survey, construct, reconstruct, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to the trimming of trees and bushes. In addition, District shall have the right, subject to Grantor's approval, which shall not be unreasonably delayed, denied or withheld, to use so much of the adjoining property of Grantor, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required.



4. **Installation and Repair.** Upon completion of its activities, District, to the extent practicable, shall restore the Easement Area and any adjoining property of the Grantor used by the District, including the surface of the ground and all landscaping, to the condition it was in or better immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

5. **Subjacent and Lateral Support.** District shall have and enjoy 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 Deed, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. **Rights of Third Parties.** District 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 District herein. In addition, District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity, public utility provider, or to the District's contractors, for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. **Reversion.** District agrees that at such time and in the event that the Easement described herein, or any portion thereof, be abandoned by District, such Easement or applicable portion thereof shall terminate and the real property interest represented by such Easement or portion shall revert to Grantor, or its successors and/or assigns.

8. **Warranty of Title.** Grantor warrants that it has full right and lawful authority to make the grant herein described free and clear of all liens, taxes, assessments and encumbrances of any kind except for matters of record and taxes not yet due for the year this Deed is executed. Grantor promises and agrees to defend District in its quiet and peaceful possession of the Easement in the exercise of its rights hereunder against any defect in the Grantor's title to the Easement Area except for matters of record and taxes not yet due for the year and the Grantor's right to make the grant herein described.

9. **No Public Dedication.** Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general. Nevertheless, the District may permit the general public access to and use of the trail over the Easement Area for recreational purposes consistent with the historic use of the trail that it replaced, which trail was previously located upon Grantor's property.

10. **Provision of District Facilities or Services.** Notwithstanding anything herein to the contrary, Grantor and District agree that execution of this Easement shall not thereby create any obligation on the part of District to own, operate or maintain facilities, or provide service to or on account of Grantor.

11. **Binding Effect.** Each and every one of the benefits and burdens of this Easement Deed shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and District.

12. **Insurance.** Grantor and District shall, at their discretion, insure themselves separately against liability, loss and damages arising out of the existence, use or operations of the Easement.

13. **Interpretation.** Throughout this Deed, (a) the singular shall include the plural and the plural shall include the singular, (b) all genders shall be deemed to include other genders, wherever the context so requires, (c) the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation" and (d) the headings to paragraphs and sections are included for purposes of convenience of reference only, and shall not affect the construction or interpretation of any of its terms.

14. **Governmental Immunity.** Nothing in this Deed shall be construed as a waiver of the rights and privileges of any of the parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended from time to time.

15. **Appropriation.** All financial obligations of the District under and pursuant to this Deed are subject to prior appropriations of monies expressly made by the District for the purposes of this Deed.

16. **No Personal Liability.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Grantor under any term or provision of this Deed or because of any breach thereof or because of its or their execution, approval or attempted execution of this Deed.

**[Signatures follow on next page]**

IN WITNESS WHEREOF, the undersigned have executed this Easement Deed as of August 31, 2010.

**GRANTOR:**

UNITED WATER AND SANITATION  
DISTRICT, acting on its own behalf and on behalf  
of its ~~Chambers Enterprise~~

By:

Robert A. Lembke, President

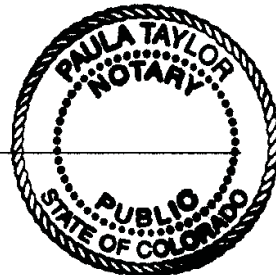
STATE OF COLORADO )  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2010, by Robert A. Lembke as President of United Water and Sanitation District, acting on its own behalf and on behalf of its Chambers Enterprise.

WITNESS my hand and official seal.

My Commission expires:

Paula Taylor  
Notary Public



**My Commission Expires 12/06/2013**

**DISTRICT:**

STONEGATE VILLAGE METROPOLITAN  
DISTRICT

By: 

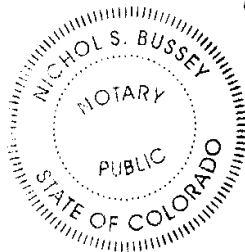
Its: PRESIDENT

STATE OF Colorado )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2010, by  
Chris Kannawin as President of Stonegate  
Village Metropolitan District.

WITNESS my hand and official seal.

My Commission expires: 11/13/2012



  
Notary Public



**EXHIBIT A**

**Legal Description of District Property**

TRACT B, STONEGATE FILING NO. 8B,  
EXCEPT THAT PORTION CONVEYED BY DEED RECORDED  
JULY 28, 2005 UNDER RECEPTION NO. 2005069704,  
COUNTY OF DOUGLAS,  
STATE OF COLORADO.

## EXHIBIT B

### Legal Description of Easement Area

#### LEGAL DESCRIPTION

##### ACCESS EASEMENT

A PARCEL OF LAND LOCATED IN SECTION 8 TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE S84°48'54"E, A DISTANCE OF 577.31 FEET TO THE POINT OF BEGINNING;  
THENCE N24°24'27"E, A DISTANCE OF 48.82 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N45°28'20"W, A RADIAL DISTANCE OF 200.00 FEET;  
THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°58'46", A DISTANCE OF 90.89 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N66°56'15"W, A RADIAL DISTANCE OF 235.00 FEET;  
THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°10'32", A DISTANCE OF 99.16 FEET;  
THENCE N01°06'46"W, A DISTANCE OF 22.29 FEET;  
THENCE N86°28'32"E, A DISTANCE OF 31.90 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S86°35'05"W, A RADIAL DISTANCE OF 1,457.54 FEET;  
THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°35'23", A DISTANCE OF 15.00 FEET;  
THENCE S41°28'32"W, A DISTANCE OF 26.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N88°41'58"W, A RADIAL DISTANCE OF 250.00 FEET;  
THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 21°37'39", A DISTANCE OF 94.37 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N71°15'42"W, A RADIAL DISTANCE OF 215.00 FEET;  
THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°06'00", A DISTANCE OF 94.19 FEET;  
THENCE S24°24'27"W, A DISTANCE OF 71.30 FEET;  
THENCE S71°38'23"W, A DISTANCE OF 63.76 FEET;  
THENCE N80°19'25"W, A DISTANCE OF 63.76 FEET;  
THENCE N71°36'23"E, A DISTANCE OF 96.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6,487.37 SQUARE FEET OR 0.1489 ACRES, MORE OR LESS.

##### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8 MONUMENTED AS SHOWN ON THE EXHIBIT ON SHEET TWO AND BY SO REFERENCING IS MADE A PART OF THIS LEGAL DESCRIPTION. THE BEARING OF THIS LINE IS N00°11'48"W.

THIS LEGAL DESCRIPTION AND EXHIBIT WAS PREPARED BY OR UNDER THE DIRECT SUPERVISION OF LEE GALLERY HOOPER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO FOR AND ON BEHALF OF SURVEY SYSTEMS INC.. TO THE EXTENT OF MY KNOWLEDGE AND BELIEF THIS A TRUE AND ACCURATE DEPICTION OF THE PARCEL AS SHOWN HEREON.



ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM SURVEY SYSTEMS INC.

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF SURVEY SYSTEMS INC.

DATE	DESCRIPTION
08/30/10	CHAMBERS RESERVOIR ACCESS EASEMENT LEGAL DESCRIPTION

CHAMBERS RESERVOIR  
ACCESS EASEMENT  
LEGAL DESCRIPTION

**SURVEY SYSTEMS INC.**

P.O. BOX 2108  
EVERGREEN, CO 80437-2108  
PH: 303-679-8122  
EMAIL: info@surveysystems.net

OWNER: LH	DATE: 08/30/10
DRAWN BY: SK	DATE: 08/30/10
FILE NO: 2010056849-001	
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