



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718  
Denver, CO 80203

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F (303) 866-4474

Jared Polis, Governor

Dan Gibbs, DNR Executive Director

Rebecca Mitchell, CWCB Director

**TO:** Colorado Water Conservation Board Members

**FROM:** Kevin Houck, P.E., CFM,  
Chief, Watershed and Flood Protection Section

**DATE:** May 17-18, 2022

**AGENDA ITEM:** Agenda Item 13 - South Platte River - South Metro Fire District  
Easement

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**Staff Recommendation:**

Staff recommends approval of South Metro Fire District's request for a 25-year non-exclusive easement for an existing storage unit, fencing, and pavement that are encroaching on CWCB-owned land in Littleton, Colorado. Using Method II of the attached 2005 Fee Structure, staff recommends collecting a fee of \$5,645.

**Background:**

In the 1980's, the United States Army Corps of Engineers (USACE) constructed the Chatfield Downstream Channel Improvement Project (Project). The Project consisted of improvements to the flow of water in the channel of the South Platte River in Arapahoe County to provide (1) drainage, (2) flood control, and (3) water flow. As part of its participation in the Project, the CWCB currently owns and controls approximately 7 miles of the South Platte River floodplain and channel lands through Littleton in Arapahoe County. The CWCB's management of this land is subject to the terms of agreements dated September 7, 1977 and January 29, 1980 between the CWCB and the USACE, which obligate the CWCB to operate and maintain the Project improvements.

The CWCB has been receiving and acting on requests for easements on land owned by the CWCB as part of the Project, and the Board approved specific guidelines for evaluating easement requests in November 2001.

**Discussion:**

The CWCB was approached by the South Metro Fire District, who, upon completing a survey of their property for the purpose of building a fence, realized that a portion of their storage unit, some existing fencing, and a portion of pavement were encroaching on CWCB-owned property. South Metro Fire District requested an easement to cover these encroaching elements.



Using Method II of the attached 2005 Easement Fee Structure, a fee of \$16,935 was calculated based on the square footage of the easement area, a base price of \$10 per square foot, and the percent impact of the land use. Based on the precedent of setting fees for government and quasi-governmental entities at one third of the Method II assessed value, the fee included in the easement agreement is \$5,645.

The United States Army Corps of Engineers has determined that the encroachment area does not impact the flood capacity of the South Platte River channel and they have no issues with the CWCB moving forward with the easement agreement.

**Attachments:**

Chatfield Downstream Channel Improvement Project Easement Fee Structure

Easement Agreement



# STATE OF COLORADO

## Colorado Water Conservation Board Department of Natural Resources

1313 Sherman Street, Room 721

Denver, Colorado 80203

Phone: (303) 866-3441

FAX: (303) 866-4474

[www.cwcb.state.co.us](http://www.cwcb.state.co.us)



Attachment A  
**Chatfield Downstream Channel Improvement Project  
Easement Fee Structure  
May 13, 2005  
(Revised November 1, 2005)**

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Bill Owens  
Governor

Russell George  
Executive Director

Rod Kuharich  
CWCB Director

Rick Brown  
Acting Deputy Director

### **BACKGROUND**

At the November 6-7, 1995 and January 24-25, 1996 Board Meetings, several easements across CWCB Rights-Of-Way along the Chatfield Downstream Channel Improvement Project were approved by the Board. Following the approvals, the Board directed staff to develop a fee structure to be used as consideration for CWCB granting of easement. At the March 23, 2005 Board meeting, staff was requested to review and make a recommendation on the fee structure for the “Chatfield Downstream Channel Improvement Project Easement Fee Structure” dated March 6, 1996.

### **DISCUSSION**

CWCB staff consulted with five entities which have experience in granting easements and charging fees for said easements: 1) City of Fort Collins (Stormwater Utility); 2) City of Littleton; 3) Urban Drainage and Flood Control District (UD&FCD); 4) Colorado State Land Board; and 5) Colorado Attorney General’s Office. Based on those discussions, the following fee determination methods were developed. In May 2005, the staff communicated with a number of entities that have to address the CWCB’s real estate easement fee issues. These communications have aided the staff in making additions and changes to the existing easement fee structure.

### **Procedure for the Computation of Easement Fees for the CWCB’s South Platte River Right-Of-Way.**

#### **Method I – Market Value Method**

This method shall consider the fair market value of the subject site. It will require an appraisal by a licensed appraiser to determine the fair market value for the property in question. The appraisal may be based on comparable land values in the area at the time of negotiations, but it must also take into account the best and highest use of the property. The applicants must provide the appraisal to the CWCB in order to establish the fair market value for the subject property.

The cost of said appraisal shall be the sole responsibility of the applicant, and the CWCB shall have the right to independently verify the results of the appraisal at its own discretion.

The maximum term of easement is twenty-five (25) years.

The easement value is computed as follows:

**Step 1** – Determine the fair market value of the subject property (unit value).

**Step 2** – Determine size (area) of the impacted CWCB Right-Of-Way for the easement.

**Step 3** – Compute the easement value as (market value/area) X (easement area)

**Step 4** – Adjust the easement value by using the % impact table shown below in Method II.

The adjusted easement value shall equate to a total dollar value for a one-time lump sum payment to the CWCB. The easement is renewable in (25) years and the consideration for renewal will be the computed amount adjusted for inflation.

### **Method II – Impact Method**

This method shall consider what percent impact value that will be realized to the CWCB lands for the proposed use area. The Base Real Estate Value of the CWCB right-of-way lands will be multiplied by the percent impact value. The CWCB shall establish the Base Real Estate Value for its lands based on current and recent transactions, discussions with adjacent land owners and communication with interested agencies (Urban Drainage & Flood Control District – UD&FCD, Denver Water, XCEL, Metro Cities and others who perform a similar activity.

Maximum term of easement is twenty-five (25) years.

The Value is computed as follows:

**Step 1** – The Base Real Estate Value rate shall be ten dollars (\$10.00) per square foot.

**Step 2** – Determine the percent (%) impact value for the requested use per complete application:

**% Impact Table**

<b>Easement Use</b>	<b>% Impact</b>
Drainage pipes and structural design features	50
Water and sewer line and related structures and systems	50
Recreational structures	50 to 70
Fences and paved surface area	70
Power lines	80
Private use structures (patios, decks, storage facilities, roads, etc.)	90

**Value Formula:** Value = (Base rate @ 10.00 sq ft.) X (Impact %) X (area in sq. ft.).

The **Value** means the dollar value for a one-time lump sum payment. The easement is renewable in 25 years and the consideration for renewal will be the computed amount adjusted for inflation.

**All requests and approvals by the CWCB will have a revocable clause.**

### **Method III – Special Use Easement**

The Board may consider a Special Use Easement (Method III) on a case-by-case basis. In the event that Methods I and II do not appropriately fit an individual easement request, or if those methods result in an undue hardship for the applicant, then the Board may implement Method III at its discretion. The minimum fee for this type of easement is five hundred (500) dollars; however, the Board may decrease, increase, or waive the fee based on one or more criteria as outlined below. The criteria that the Board may consider in exercising its discretion in making fee adjustments are:

1. Costs to the CWCB
2. Benefits to the public
3. Type of activity involved
4. Right of way operation & maintenance costs and considerations
5. Positive and/or negative impacts to the environment or to the project
6. Size and physical characteristics of the parcel
7. Time or duration of the easement
8. Appurtenance of the easement to adjacent lands
9. Previous encumbrances
10. Public access

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”) by and between the STATE OF COLORADO, acting by and through the Department of Natural Resources, Colorado Water Conservation Board whose address is 1313 Sherman Street, Denver, CO 80203, (hereinafter, the “Grantor”), and SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 9195 E. Mineral Avenue, Centennial, CO 80112 (hereinafter, the “Grantee”).

WHEREAS, the Grantor is an agency of the State of Colorado created and controlled by Title 37, Article 60, C.R.S., which functions for the welfare and benefit of the State of Colorado and its inhabitants; and

WHEREAS, the United States Army Corps of Engineers (“Corps”) has constructed improvements to the flow of water in the channel of the South Platte River in Arapahoe County, State of Colorado, with said improvements known as the Chatfield Downstream Channel Improvement Project (“Improvement Project”); and

WHEREAS, the primary purpose of the Improvement Project is to provide drainage, flood control, and water flow regulation; and

WHEREAS, the Corps and the Grantor entered into two agreements which gave the Grantor the responsibility of acquiring land, easements, and rights-of-way for the Improvement Project and the duty of maintaining and operating the flood control works; and

WHEREAS, the Grantor has acquired certain fee title interests, rights-of-way, and easements within the Improvement Project right-of-way for the purposes of construction and maintenance of the Improvement Project; and

WHEREAS, Grantee, owns the parcel located at 2301 W. Chenango Ave., Littleton, CO, which is adjacent to the Improvement Project and has been used for decades as a firefighter training facility; and

WHEREAS, Grantee discovered during a recent survey that a metal shipping container owned by the Grantee and used for storage, as well as a metal chain link fence and pavement, encroaches on property owned by Grantor; and

WHEREAS, Grantee now wishes to acquire and Grantor is willing to grant an easement for the portion of said metal shipping container, chain link fence, and pavement that currently encroach on Grantor’s property; and

WHEREAS, the Grantor approved granting such easement to the Grantee at the Grantor’s [insert date], 2022 Board meeting known as agenda item [X].

### WITNESSETH:

That, for and in consideration of a one-time payment of \$5,645 for payment for the term of this Easement Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and the keeping and the performance of the covenants and agreements hereinafter expressed, Grantor hereby grants, conveys, transfers, and delivers to Grantee a non-exclusive easement upon the following property (hereinafter, the “Property”) located in the County of Arapahoe County, State of Colorado, to wit:

LEGAL DESCRIPTION OF THE APPROXIMATELY 0.049 ACRES/2,117  
SQUARE FOOT EASEMENT AREA FOR THE METAL BUILDING,  
CHAIN LINK FENCE, AND PAVEMENT IS ATTACHED HERETO AS  
EXHIBIT A.

TO HAVE AND TO HOLD, subject to the covenants and agreements herein after expressed and subject to any existing or recorded easements and rights-of-way, for the purpose of using the Property for a portion of a metal shipping container, a chain link fence, and pavement as shown in the illustration in Exhibit A and incorporated herein, ("Easement"), for a period of twenty-five (25) years, to commence upon the Effective Date.

I. GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. The above recitals are specifically incorporated herein by reference.
2. If at any time during the term of this Easement Agreement Grantee does not for a period of 366 consecutive days make use of this Easement for the purpose aforesaid, Grantor may in its sole discretion immediately declare such Easement abandoned and shall so notify Grantee by certified mail with return receipt requested. In the event of such abandonment the consideration shall be forfeited.
3. This Easement is non-exclusive and the grant of Easement is subject to and subordinate to any and all use by the Grantor and any and all previously granted easements, rights-of-way, licenses, and conveyances, recorded or unrecorded. It is Grantee's sole responsibility to determine the existence of any rights, uses, or installations conflicting with Grantee's use of the Property hereunder. Grantee agrees to not interfere with any use in the Easement area by any other party under a previous grant, whether granted by Grantor or previous owner. Grantee understands and agrees that Grantor makes no representations concerning ownership of nor warrants title to any of the Property. To the extent that this grant of Easement may encroach on lands not owned or controlled by Grantor, Grantee assumes all responsibility for any such encroachment.
4. During the term of the Easement Agreement, the Grantor shall have the right to dispose of the Property or to use the same for other purposes subject to the rights and privileges herein granted to the Grantee. Grantor reserves the right to grant additional easements to third parties, provided that said easements do not materially interfere with the Easement granted herein.
5. At the request of the Grantee, and if approved by the Grantor, this Easement may be renewed for successive terms provided that: (1) Grantee has complied with all the terms and conditions set forth herein, (2) Grantee delivers written notice to Grantor of Grantee's intent to exercise such option at least 180 calendar days prior to the last day of the relevant term, and (3) payment in full of the consideration for the whole next ensuing term accompanies the said written notice to renew. Failure of Grantee to timely apply or exercise its option for a successive term shall not be automatic grounds for non-renewal of the Easement Agreement. In the event this Easement expires by Grantee's failure to timely apply or exercise its renewal option, but Grantee submits a written request to renew the Easement, Grantee is required to pay consideration for use of the Easement after expiration of the Easement Agreement and Grantor can require such payment at any time during or after the renewal option window as specified in this Section I.5. Grantor's approval of said renewals of the Easement shall not be unreasonably withheld. Grantee's consideration for each renewal of this Easement shall be the sum set forth above as consideration for this Easement, adjusted for inflation in an amount directly proportional to the annualized percentage change in the Consumer Price

Index (published by the Bureau of Labor Statistics, All Urban Consumers, Current Series, Index for Denver-Aurora-Lakewood, CO) for the previous Easement term, unless otherwise determined by Grantor, provided however that the amount of consideration for the Easement is not unreasonably increased.

6. The terms and conditions of the Easement granted herein shall be in compliance with and subordinate to the terms of the September 7, 1977 and January 29, 1980 Agreements between the Corps and the Grantor ("Agreements"), which are incorporated herein by reference. This covenant and agreement includes but is not limited to the maintenance and operational requirements on the Grantor and its designees under those Agreements and the requirement that Grantor and its designees have unlimited access to the lands covered by this Easement to perform all necessary activities under those Agreements. The Grantee shall cooperate with the Grantor and its designees in the performance of such maintenance and operational requirements. Noncompliance by the Grantee with this provision shall be grounds for immediate termination of this Easement Agreement by the Grantor.
7. This Easement is granted for the purpose of the portion of the existing metal shipping container, chain link fence, and pavement on the Property owned by the Grantor. If the Grantee desires to materially change the improvements that are located within the Easement, Grantee may do so only upon written approval by Grantor, unless Grantee decides to remove any improvements in which case written approval by Grantor is not necessary.
8. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
9. If this Easement is granted pursuant to § 24-82-201, C.R.S., as amended, this Easement Agreement shall not be deemed valid unless and until approved by the officials of the State of Colorado as required by § 24-82-202, C.R.S., as amended, or such assistants as they may designate, or as otherwise required. Signature by the Grantor shall be deemed to be verification of approval of the commission or board of the agency across the Property of which this Easement is hereby granted.
10. Grantee may not assign its interests and obligations under this Easement Agreement without prior written consent of the Grantor.
11. The signatories aver that they are familiar with § 18-8-301, C.R.S., *et seq.*, (Bribery and Corrupt Influences) and § 18-8-401, C.R.S., *et seq.*, (Abuse of Public Office), and that no violation of such provisions is present.
12. This Easement Agreement including all exhibits, supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the Property by Grantee. No addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent amendment hereto shall have any force or effect unless embodied in a written agreement executed and approved by the officials and officers of the State of Colorado, or such assistants as they may designate, as required by applicable laws of the state of Colorado, state fiscal rules, or policies of the Office of the State Controller.
13. Grantee shall be responsible for recording this Easement Agreement with the Clerk and Recorder's Office in the county or counties in which the Property is located. Grantee shall provide Grantor with a confirmed copy of the recorded Easement Agreement.

14. Any notice required or permitted by this Easement Agreement may be delivered in person, sent via electronic mail, or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto. Any notice sent by electronic mail shall be effective upon written confirmation from recipient of receipt.

Grantor:

Colorado Water Conservation Board  
Watershed and Flood Protection Section  
1313 Sherman Street, Rm 721  
Denver, CO 80203

Email:

[dnr\\_cwcbfloodprotection@state.co.us](mailto:dnr_cwcbfloodprotection@state.co.us)

CC: Real Estate Programs  
Attn: Manager of Real Estate Programs  
1525 Sherman Street, Suite 112  
Denver, CO 80203

Email:

Grantee:

South Metro Fire Rescue Fire Protection District  
Attn: Asst. Chief of Gov't Affairs  
9195 E. Mineral Avenue  
Centennial, CO 80112

Email:

[mike.dellorfano@southmetro.org](mailto:mike.dellorfano@southmetro.org)

Collins Cole Flynn Winn & Ulmer, PLLC  
Attn: Allison Ulmer and Bob Cole  
165 South Union Blvd, Suite 785  
Lakewood, CO 80228

Email:

[aulmer@cogovlaw.com](mailto:aulmer@cogovlaw.com)  
[rcole@cogovlaw.com](mailto:rcole@cogovlaw.com)

Notice of change of address shall be treated as any other notice.

15. Grantor reserves all rights to any and all metallic and non-metallic minerals, ores, and metals of any kind and character, including but not limited to coal, asphaltum, stone, sand, gravel aggregate, oil and gas in, on, or under said Easement.
16. If any part of this Easement Agreement is found, decreed or held to be void or unenforceable, the remainder of the provisions of this Easement Agreement shall not be affected thereby and shall remain in full force and effect.
17. This Easement Agreement shall be governed by the laws of the State of Colorado.
18. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either party, its departments, institutions, agencies, enterprises, boards, officials, and employees is controlled and limited by the provisions of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., and § 24-30-1501, *et seq.*, C.R.S. Any provision of this Easement Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the Grantor or Grantee in accordance with the above cited laws.

## II. GRANTOR EXPRESSLY COVENANTS:

1. Grantee and Grantee's agents, assigns, and successors shall have access at all times, subject to Grantor's security policies and procedures to the Property for use and maintenance of the metal shipping container, chain link fence, and pavement that are located on the Property. Upon non-renewal, abandonment, or termination of the Grantee's rights and privileges under this Easement Agreement, the Grantee's rights to access shall terminate.

### III. GRANTEE EXPRESSLY COVENANTS:

1. Grantor shall have, during the continuance of this Easement, the right to dispose of the Property and to use the Property for other purposes provided such use does not materially interfere with the Easement granted herein. This Easement is subject to any prior easements granted by Grantor, and to all prior easements of record whether granted by Grantor or previous owner. In the event Grantor shall, in the future, wish to grant additional easements or rights-of-way, which encroach upon the Easement granted herein, Grantee expressly agrees and covenants that it will consent to share the Property, provided the proposed additional easements or rights of way do not materially interfere with the purpose for which this Easement is granted.
2. In the event of termination or if the Easement Agreement is not renewed, Grantor may, at its sole discretion, retain all improvements without compensation to Grantee or, Grantee, at its expense, shall, upon written request by Grantor, remove all improvements constructed by Grantee from the Property within ninety (90) days of termination and restore the Property as nearly as is practicable to the condition of the land existing immediately prior to Grantee's first use. Grantor shall determine in its sole discretion whether the restoration complies with this paragraph. In the event that Grantee does not remove the improvements within such 90-day period, Grantor shall have the option to either 1) remove the improvements and restore the Property to its prior condition and bill the Grantee for the cost of removal and restoration, or 2) consider such improvements abandoned and the improvements shall become the property of Grantor. Except as otherwise provided herein, termination of this Easement Agreement shall be by operation of law. If this Easement Agreement is so terminated, consideration paid shall be forfeited.
3. Grantee's use is subject to the purpose and need of the Improvement Project and the Agreements and Grantee may not use this grant of Easement for any purpose other than that which is specifically described herein. If the Property is used by Grantee for any purpose other than stated herein, such other use is grounds for termination of the Easement by Grantor, and all of the right, title, and interest of Grantee (and Grantee's successors or assigns) in and to the Property become null and void, and the Property shall absolutely revert to and revest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or re-entry and Grantee shall remove improvements as provided above. Grantor may terminate this Easement Agreement at any time it or the Corps reasonably and in good faith determine use by the Grantee is contrary to the Improvement Project or the Agreements. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of this paragraph.
4. It shall be the sole responsibility of the Grantee to obtain and maintain all necessary and applicable local, state, and federal approvals and permits for the purposes set forth herein. Grantee shall comply with all rules, regulations, laws, ordinances, and policies authoritatively promulgated pertaining to the use of the Easement lands, including but not limited to local, state, and federal floodplain regulations. Grantee shall comply with all applicable laws and ordinances (and all rules, regulations, and requirements of any governmental authority promulgated thereunder) controlling environmental standards and conditions of Grantee's use of the Property. If any such law, ordinance, rule, regulation, or requirement is violated as a result of Grantee's use of the Property and/or its operations on the Property, Grantee shall, to the extent permitted by law, protect, defend, indemnify, and hold harmless Grantor from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by Grantor. Noncompliance by the Grantee with this paragraph and/or any such

permit, rule, regulation, or policy shall be grounds for immediate termination of this Easement Agreement by the Grantor.

5. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless the Grantor against all liability, loss, and expense and against all claims and actions based upon or arising out of injury or death to persons or damage to property, caused by any acts or omissions of Grantee, its successors, assigns, agents, or contractors or arising out of Grantee's use of the Property. In the event that Grantee contracts for any work to be performed on the Property, Grantee shall require its contractors and subcontractors, except the Corps, to indemnify, defend, and hold harmless Grantor, its employees and agents, and the Corps from any and all claims, damages, and liabilities whatsoever for injury or death to persons or damage to property arising from the contractors' and/or subcontractors' actions or inactions. All contractors and subcontractors shall be required to abide by and follow the provisions of this Easement Agreement.
6. Grantee warrants that, throughout the term of this Easement Agreement, Grantee shall maintain continual commercial general liability insurance covering its use of the Easement, with said insurance policy naming Grantor as an additional insured. Copies of the current Accord Form 27 evidencing said insurance and additional insured endorsement(s) are attached to this Easement Agreement as **Exhibit B** and incorporated herein. Notices of renewal of this insurance shall be provided to Grantor on an annual basis. Said policy shall provide coverage in the amounts as necessary to meet potential liabilities under the Colorado Governmental Immunity Act (Article 10, Title 24, C.R.S.), both new and as hereafter amended. Grantee shall require each contract with a contractor to include the insurance requirements necessary to meet such contractor's liabilities. The Grantor shall be named as an additional insured on all Commercial General Liability Insurance policies required of Grantee and Grantee's agents, successors, assigns, licensees, contractors, and permittees hereunder.
7. Grantee agrees that all excavations or other temporary removal of soil as required for Grantee's use of the Property for the purposes set forth herein shall be properly replaced, and Grantee shall seed, restore, and revegetate the surface to substantially its condition existing prior to the disturbance as reasonably possible. Grantee shall be responsible at all times for the immediate repair or replacement of, or reimbursement for any damage to the Property due to the Grantee's use of the Property for the purposes set forth herein. Routes of ingress and egress for construction or for maintenance are to be limited to the minimum necessary locations, and all work areas created must be obliterated, protected against erosion, and restored to the former condition of the land, as nearly as possible by Grantee. Grantor shall determine, in its sole discretion, whether Grantee's restoration complies with this paragraph. In the event Grantee fails to perform the restorative or revegetative work required by this paragraph to the sole satisfaction of Grantor, and after thirty (30) days prior written notice specifying with particularity the failure and indicating the remedial steps needed to cure the same, Grantor shall be allowed to perform said work, and Grantee shall pay within thirty (30) days all direct and indirect costs incurred by Grantor for restorative or revegetative work including, but not limited to, regrading, filling, revegetation, erosion control, and replacing of soil.
8. Grantee shall provide Grantor with as-built drawings prepared and signed by a licensed Colorado professional engineer showing the location of any landscaping and improvements constructed, installed, or placed on the Property (including location and depth of any improvements located underground) within thirty (30) days after completion of construction of such improvements.

9. The Grantor may, in its reasonable discretion, for the purposes of the Chatfield Downstream Channel Improvement Project or the CWCB's obligations under its May 5, 1997 Contract for and Conveyance of Easement with South Suburban Park and Recreation District, require the Grantee to relocate a portion or portions of improvements on the Property by giving the Grantee at least ninety (90) days prior written notice of such requirement. All relocation costs shall be paid by the Grantee. In the event that Grantee does not relocate the improvements within such 90-day period, Grantor shall have the option to either: 1) relocate the improvements and restore the Property to its prior condition and bill the Grantee for the cost of relocation and restoration, or 2) consider such improvements abandoned and the improvements shall become the property of Grantor.
  
10. The Grantee understands and agrees that its improvements on the Property are subject to damage and total loss without liability accruing to the Grantor as a result of flooding, as the result of maintenance and operation of the Improvement Project by the Grantor, the Grantor's designees, or the Corps.
  
11. The construction, storage, and movement of vehicles, trucks, and machinery shall be conducted at all times so as to minimize any disruption to recreational trails and paths while maximizing public safety. At all times during construction and maintenance activities, all of the recreation trails and paths shall remain open, unless adequate detours including signage and fencing are provided by the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year first above written.

GRANTOR:

GRANTEE:

STATE OF COLORADO  
 Jared Polis, Governor Acting by and through  
 the Department of Natural Resources

South Metro Fire Rescue Fire Protection District

By: \_\_\_\_\_  
 Executive Director

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

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_

APPROVED:

STATE OF COLORADO  
 Department of Personnel & Administration  
 State Buildings & Real Estate Programs

By: \_\_\_\_\_  
 Executive Director

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE N13°11'51"E, A DISTANCE OF 2127.37 FEET TO A POINT ON THE WEST LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL "A" IN DEED RECORDED IN BOOK 4259 AT PAGE 20 OF THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE N76°14'21"W, A DISTANCE OF 18.10 FEET;  
THENCE N10°05'28"E, A DISTANCE OF 62.34 FEET;  
THENCE N38°34'28"E, A DISTANCE OF 28.60 FEET;  
THENCE N18°22'11"E, A DISTANCE OF 104.51 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "A", AS DESCRIBED IN BOOK 4259 AT PAGE 20;  
THENCE S13°15'27"W ALONG SAID WEST LINE, A DISTANCE OF 192.35 FEET TO THE **POINT OF BEGINNING**;

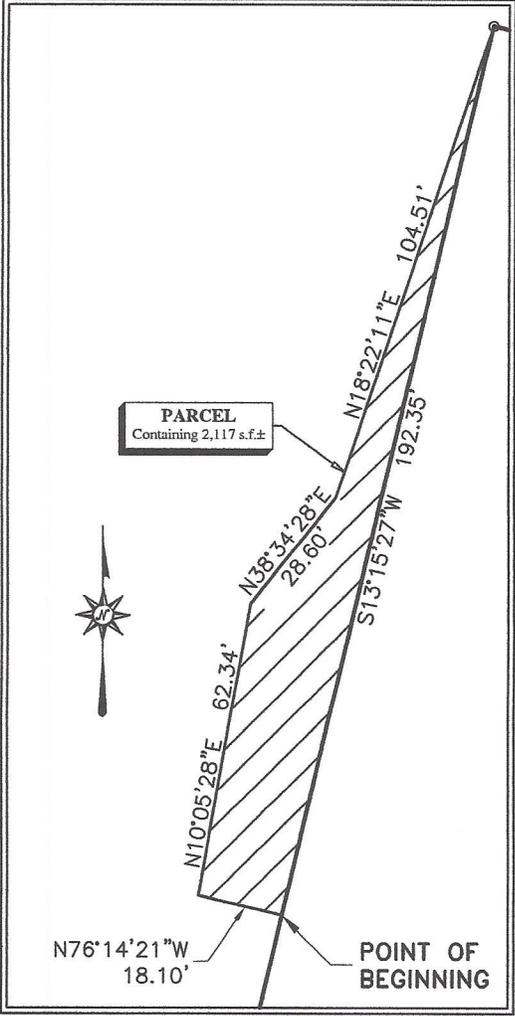
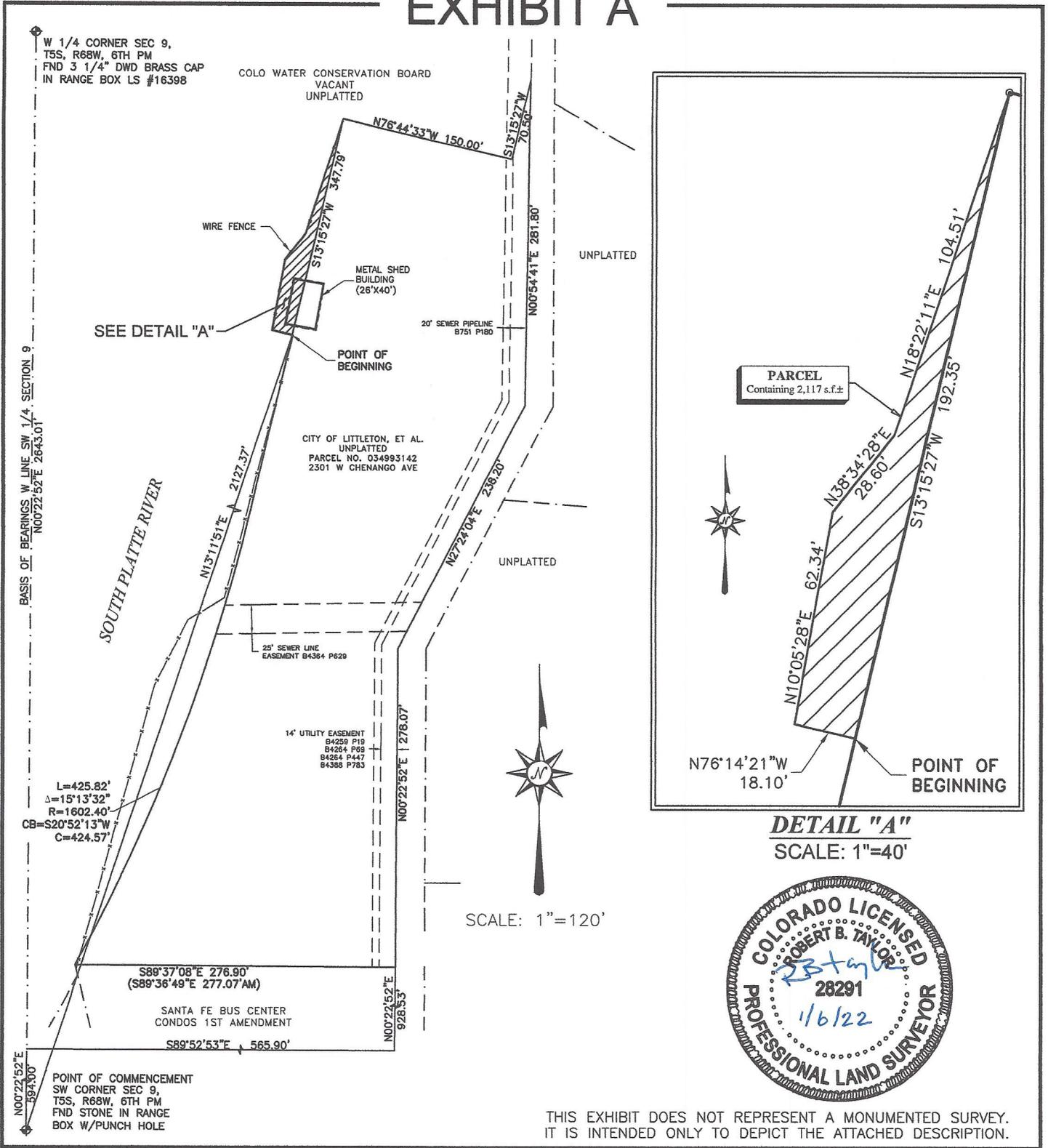
CONTAINING 2,117 SQUARE FEET (0.049 ACRES) MORE OR LESS.

THE BASIS OF BEARINGS IS THE WEST LINE OF THE SW 1/4 OF SECTION 9 ASSUMING TO BEAR N00°22'52"E WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THE SW CORNER OF SECTION 9 IS A FOUND STONE IN A RANGE BOX WITH A PUNCH HOLE AND THE W 1/4 CORNER OF SECTION 9 IS A FOUND 3 1/4" DWD BRASS CAP LS#16398 IN RANGE BOX.

Prepared By: Robert B. Taylor, PLS #28291  
For and on behalf of  
LCON LLC  
P.O. Box 261176  
Lakewood, CO 80226



# ILLUSTRATION FOR EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

ENCROACHMENT EASEMENT		<p style="font-weight: bold; font-size: 1.1em;">LCON LLC</p> <p>Land Consultants · Land Surveyors P.O. BOX 261176 Lakewood, CO 80226</p>
DRAWN BY:	SCALE:	
RBT	1" = 120'	
JOB NO.:	DATE:	
SW2103	1/6/22	

A PARCEL OF LAND SITUATED IN THE SW 1/4 OF SECTION 9, T5S, R68W OF THE 6TH PM, COUNTY OF ARAPAHOE, STATE OF COLORADO.

