



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, February 21, 2017

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment with the exception of scheduled public hearings

5. Consent Agenda Items

- a) [ID# 17-43](#) Motion to change the start time of the February 27, February 28 and March 1, 2017 City Council Study Session meetings for Authority, Board and Commission Interviews
- b) [Resolution 03-2017](#) Resolution authorizing the approval of the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project

Attachments: [Resolution No 03-2017](#)
[2017 CDBG CC Subgrantee Agreement LTPF1608](#)
[2017 CDBG CC Scope of Services](#)
[2017 CDBG CC Program Summary](#)

- c) [ID# 17-41](#) Certification of the February 7, 2017 regular meeting minutes

Attachments: [02-07-2017 CC Meeting Minutes](#)

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 02-2017](#) An ordinance on second reading amending section 1-3-2 of the city code to add a new definition for 'minutes'

Attachments: [Ordinance No 02-2017](#)

- b) [Ordinance 03-2017](#) An ordinance on second reading approving an Interceptor Transfer Agreement between the city and the Roxborough Water and Sanitation District regarding ownership of a gravity interceptor sewer, terminating easements to Roxborough Water and Sanitation District and granting an access easement to Roxborough Water and Sanitation District

Attachments:

[Ordinance No 03-2017](#)
[Interceptor Transfer Agreement](#)
[Exhibit A - Conveyance Letter Dated 05/05/2016](#)
[Exhibit B - Gravity Pipeline](#)
[Exhibit C - Shared Gravity Pipeline](#)
[Exhibit D - IGA RE: Cost Sharing of Use of Shared Pipe](#)
[Exhibit E - Staff Report from 09/19/06](#)
[Exhibit F - Gravity Interceptor Sewer Right-of-Way Map](#)
[Exhibit G - Ackerman - Assignment of Easement Agreement](#)
[Exhibit H - 2017 Roxborough WSD Easement Deed Termination](#)
[Exhibit I - Columbine Country Club Assignment of Maintenance Lease](#)
[Exhibit J - 2017 Roxborough WSD Permanent Access Agreement and Legal De](#)
[Exhibit K - Platte Canyon WSD Consent to Transfer of Shared Pipe](#)

7. General Business

- a) [ID# 17-46](#) Motion confirming hiring range for city attorney recruitment

Attachments:

[Memo - City Attorney Pay Grade \(1\)](#)

8. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

9. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

PUBLIC COMMENT

ALL PUBLIC COMMENT WITH THE EXCEPTION OF PUBLIC HEARINGS (SEPARATE SHEETS FOR EACH PUBLIC HEARING)

3 MINUTE LIMIT PER SPEAKER

Tuesday February 21, 2017

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. ✓ Isaac Ehrnstein 7654 S. Datura Circle	isaac.ehrnstein@mackintoshacademy.com	A flag for Littleton
2. ✓ Carol Brzezick 2000 W Arapahoe Rd	mcbreeze@comcast.net	SDE
3. ✓ Deanna Cook 5592 S. Nevada St.	deannakayee@mac.com	Zoning issues
4. ✓ Pam Chadbourne 5402 S. Nevada St		Actions for Community Development
5. ✓ Dave Mitchell 1000 W Ridge	@gmail.com	BBOA
6.		
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8.		
9.		
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11.		
12.		
13.		



File #: ID# 17-43, **Version:** 1

Agenda Date: 02/21/2017

Subject:

Motion to change the start time of the February 27, February 28 and March 1, 2017 City Council Study Session meetings for Authority, Board and Commission Interviews

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support changing the start time of the February 27, February 28 and March 1, 2017 City Council Study Session meetings for Authority, Board and Commission Interviews from 6:30 p.m. to 5:30 p.m.

BACKGROUND:

Authority, Board and Commission interviews are scheduled for the evenings of February 27, February 28 and March 1, 2017.

City Council will be interviewing 47 candidates for various positions on the Boards.

STAFF RECOMMENDATION:

Staff recommends approval.

PROPOSED MOTION:

I move to approve changing the start time of the February 27, February 28 and March 1, 2017 city council study session meetings for Authority, Board and Commission Interviews from 6:30 p.m. to 5:30 p.m.



File #: Resolution 03-2017, **Version:** 1

Agenda Date: 02/21/2017

Subject:

Resolution authorizing the approval of the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support the 2016 Arapahoe County Community Development Block Grant (CDBG) Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project?

BACKGROUND:

In 1992, the City of Littleton began participating with Arapahoe County in the Urban Counties Community Development Block Grant (CDBG) Program. A summary is attached.

The city's allocation was reduced from \$150,000 to \$135,000, starting with this 2016 grant cycle. Delays in the federal funding process pushed this 2016 grant agreement completion to 2017.

In October 2015, the city submitted 2016 CDBG grant applications for \$135,000 as follows:

PRENTICE AVENUE SIDEWALK (\$114,750)

This is a continuation of an on-going program to replace narrow and deteriorated sidewalks in the northeast neighborhoods of Littleton. The 2016 grant will fund installation of new sidewalk and curb ramps on one side of West Prentice Avenue between South Hickory and South Delaware Streets. This sidewalk is more than 50 years old with "Hollywood" style rollover curbs. The existing 31" wide (non-ADA compliant) sidewalk will be widened to 60". The contract with Arapahoe County requires a minimum of 1,800 linear feet of new sidewalk.

CONNECTION TO COVERAGE AND HEALTH CARE (\$20,250) Doctor's Care requested \$20,250 to support its Connection to Coverage and Health Care project. This project was originally funded as the Integrated Health Care Initiative with \$22,500 from the city's 2005 CDBG allocation and continued in this amount through 2015. As a Certified Assistance Site for Connect for Health Colorado, Doctors Care will provide a new level of access to low income individuals in Littleton. By providing access to integrated care, along with "wrap around" services for patients with higher levels of psychosocial needs, this program offers complete integration of services necessary for medical and emotional health of members of the community. This \$20,250 application has been approved, and the county will contract directly with Doctor's Care who will be responsible for all documentation and reporting per the county CDBG guidelines.

STAFF ANALYSIS:

Housing and Urban Development and Arapahoe County approved the Sidewalk Project grant application. With adoption of this resolution and subsequent contract signatures, the project needs only a final award letter and Notice to Proceed from the county in order to move forward. The project will be bid, contracted and completed this summer.

FISCAL IMPACTS:

The 2017 budget includes \$114,750 for the 2016 CDBG Program so no additional appropriation is required.

STAFF RECOMMENDATION:

Staff recommends approval of this resolution to continue the CDBG program.

PROPOSED MOTION:

I move to approve the resolution approving the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 3**

4
5 **Series, 2017**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, AUTHORIZING THE APPROVAL OF THE**
9 **2016 ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK**
10 **GRANT PROGRAM SUBGRANTEE AGREEMENT FOR THE**
11 **PRENTICE AVENUE SIDEWALK PROJECT**
12

13
14 **WHEREAS**, Arapahoe County (the "County") has entered into a grant agreement
15 (the "Grant Agreement") with the United States Department of Housing and Urban Development
16 ("HUD") for financial assistance to conduct a Community Development Block Grant Program
17 (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of
18 1974 (the "Act") as amended, and the Rules and Regulations promulgated by HUD governing
19 the conduct of Community Development Block Grants ("CDBG") programs, 24 Code of Federal
20 Regulations ("FR") Part 570, as amended, (the "Rules and Regulations");
21

22 **WHEREAS**, proper application has been made by the City of Littleton to
23 Arapahoe County for the funding of a 2016 CDBG project totaling \$114,750; and
24

25 **WHEREAS**, in order to receive CDBG funds for the projects, a Subgrantee
26 Agreement must be adopted by the Littleton City Council and the Board of County
27 Commissioners.
28

29 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
30 **THE CITY OF LITTLETON, COLORADO, THAT:**
31

32 The 2016 Arapahoe County Community Development Block Grant Program
33 Subgrantee Agreement between the City and Arapahoe County for the Prentice Avenue Sidewalk
34 project be approved, and the Council President be authorized to affix his signature thereto.
35
36

37 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
38 City Council of the City of Littleton, Colorado, on the 21st day of February, 2017, at 6:30 p.m. at
39 the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
40

Resolution No. 3

Series 2017

Page 2 of 2

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

SUBGRANTEE: **City of Littleton**
PROJECT NAME: **Littleton Sidewalk Improvements**
PROJECT NUMBER: **LTPF1608**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and **City of Littleton** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Littleton Sidewalk Improvements** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed **\$114,750**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial

obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

1. Quantifiable Goals
2. Community Impact
3. Monthly Performance Standards

D. Reporting Requirements

1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
3. Non-profit organizations that expend \$750,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Uniform Guidance §200.501, and other applicable federal regulations.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Non-discrimination in employment, established by Executive Order 11246;
11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
12. Section 3 of the Housing and Urban Development Act of 1968;
The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
15. Audit Requirements established in OMB Uniform Guidance §200.501; and
16. Cost principles established in OMB Uniform Guidance §200.430 and §200.431 as applicable per 24 CFR 570.502;
17. Conflict of Interest:
 - a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

b) Conflicts prohibited. The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.

d) Exceptions. Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:

- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the

purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

19. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

20. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR

570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

21. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

22. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file and must pay all relocation expenses as applicable under the Act. Relocation payment calculations, records of Relocation payments and all other Relocation records are subject to County or federal review and monitoring. The SubGrantee agrees that it will pay any relocation expenses required by the Act and will reimburse the County for any relocation payments the County paid as a result of monitoring review by the County or any federal agency, as required by the Act.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

F. Indemnity

To the extent allowed by law, the SubGrantee shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorney's fees, made, asserted or incurred as a result of any damage or alleged damage to person or

property occasioned by the acts or omissions of SubGrantee, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project or the performance of this contract.

G. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
 - a. Premises Operations
 - b. Products/Completed Operations
 - c. Broad Form Contractual Liability
 - d. Independent Contractors
 - e. Broad Form Property Damage
 - f. Employees as Additional Insured
 - g. Personal Injury
 - h. Arapahoe County and the SubGrantee as Additional Named Insured
 - i. Waiver of Subrogation
2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
 - a. Arapahoe County and the SubGrantee as additional Named Insured
 - b. Waiver of Subrogation
3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
 - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
 - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
 - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of

any premiums due or for any assessments under any form of any policy.

- d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
- 6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$150,000):

- 1. A bid guarantee from each bidder equivalent to 5% of the bid price;
- 2. A performance bond on the part of the contractor for 100% of the contract price; and
- 3. A payment bond on the part of the contractor for 100% of the contract price.

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of the Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. Certification

The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

T. Reversion of Assets

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or
- (ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney
 5334 S. Prince Street
 Littleton, CO 80120-1136

and

Arapahoe County Housing and Community Development
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Littleton
 2255 West Berry Avenue
 Littleton, CO 80120

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day of _____, _____.

SubGrantee: City of Littleton

Signature

Name & Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #160097

EXHIBIT A

SCOPE OF SERVICES
FOR CDBG FACILITIES

Subgrantee: City of Littleton
Project Name: Littleton Sidewalk Improvements
Program Name: Community Development Block Grant (CDBG)
CFDA #: CDBG 14.218
Project #: LTPF1608

AGREEMENT AMOUNT: \$ 114,750
AGREEMENT END DATE AND PROJECT DEADLINE: October 31, 2017

INTRODUCTION

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and City of Littleton, Colorado (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

1. FEDERAL REGULATORY INFORMATION

CDBG National Objective¹: Benefit to low- and moderate- income (LMI) persons

HUD Matrix Code:	03L Sidewalks	Proposed Number of beneficiaries*:	5,205 74.35% LMI
Accomplishment Type:	LMA – Low/Mod Area Benefit 01: People (General)		

*Beneficiaries are to be counted by the number of total number of ☒ PEOPLE or ☐ HOUSEHOLDS who will benefit from the project (including all members of a household).

The Project will be carried out under the:

☒ CDBG Area Benefit definition ☐ CDBG Limited Clientele definition

For Area Benefit, list neighborhoods and census tracts in which the Activity will be carried out:

Neighborhoods:	Progress Park		
Census Tracts:	66.01	Block Group, if applicable:	66.01 Block Group 1, 2, 3 & 4

¹ Change to appropriate National Objective if necessary.

2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

a. Purpose (short description of program purpose)

The purpose of this project is to improve the city's pedestrian infrastructure, particularly in the city's lower income neighborhoods; thereby, providing residents with safe access to community resources, in this case, Cornerstone and Progress Park. The improvements will provide all residents with sidewalks and curb ramps that meet ADA standards.

b. Goals and Community Impact

The goal of this project is to successfully install five feet wide sidewalks and curb ramps that meet ADA standards, along W. Prentice Avenue from South Hickory Street to South Delaware Street. Thereby improving the pedestrian infrastructure surrounding Cornerstone and Progress Park. If feasible, based on contractor bids, this project will install roughly 1,200 linear feet of sidewalk.

c. Project Address

Progress Park Neighborhood in Littleton, CO. Project boundaries are West Prentice Avenue between South Hickory Street and South Delaware Street. Project location is in Census Tract 66.01, Block Group 1, 2, 3, and 4, as these Census Tracts and Block Groups exceed the low income threshold for area benefit projects, as determined by the most current LMISD Data Sets used by the Federal Reporting system, IDIS.

d. Name of Organization Carrying out the Activity

Organization is: ☒ Another unit of local gov't; ☐ Another public agency; ☐ CBDO only; ☒ Subrecipient only; ☐ CBDO designated as subrecipient

e. Local Jurisdictions rules and regulations/ADA

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

f. Detailed Program Requirements

- City of Littleton will complete a competitive bidding process through a request for proposal/invitation to bid.
- Before publishing, the bid packet must be reviewed and approved by County HCDS staff.
- Bid packet must include Davis-Bacon bid language, Davis-Bacon wage decision (most current Arapahoe County, Highway decision), HUD-4010 (Federal Labor Standards) and Section 3 Clause.
- Each Contract must include the correct Davis-Bacon wage decision, Federal Labor Standards and Section 3 Clause.

- Project will install roughly 1,200 linear feet of new concrete sidewalk curb and gutter that meet current ADA standards, along West Prentice Avenue between South Hickory Street and South Delaware Street.
- The selected general contractor must be registered in www.SAM.gov, with no active exclusions, meaning the contractor is eligible to receive federal funds, as determined by the www.SAM.gov search using the contractor name and/or DUNS number, as provided in the bid submission.
- General Contractor will be responsible for Davis-Bacon and Related Acts (DBRA) compliance.
- Selected contractor must use LCPTracker for submitting Davis-Bacon certified payrolls in accordance with DBRA requirements.
- Every effort to use local business firms and contract with small, minority-owned and/or women-owned, and Section 3 businesses in the procurement process should be made to the maximum extent feasible.
- Final Drawdown Request must be accompanied by a year-end Completion Report, highlighting project accomplishments, including pre and post pictures.

g. Program Income

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County ☐authorizes ☒does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes:

Reporting program income: On February 28 of each year, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income, that is in excess of \$25,000. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

i. Budget

ITEM	TOTAL BUDGET *Preliminary Estimate	AMOUNT PAID BY COUNTY
Construction Contract	\$114,750	\$114,750
TOTAL	\$114,750	\$114,750

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20th day of the following month. Draw requests must include:

- a. Draw cover sheet showing itemized list of expenditures (HCDS form)
- b. Supporting documentation (check all that apply):

- ☒ Third-party invoices or receipts
- ☒ Check copies showing payment cashment (cancelled checks)
- ☐ Lien Waivers
- ☒ Davis-Bacon Certified Payrolls—the one unit is considered a group home and therefore exempt from Davis Bacon
- ☒ Federal Accountability and Transparency Act form (Attachment 1)*

*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first draw request and updated if there are changes

Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting

4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20th day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information* for ☒ the individual served, or ☐ each household member
- Household income* (if applicable)
- Brief narrative report on activities contained in Section 2

*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
 - Whether the head of household is female and/or disabled
 - Whether the head of household is aged 62 years or older
 - Total number of household members
 - Total income of all household members
 - Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
 - The race of each household member:
 - White
 - Black or African American
 - Asian
 - American Indian or Alaska Native
 - Native Hawaiian or Other Pacific Islander
 - American Indian or Alaska Native and White
 - Asian and White
 - Black or African American and White
 - American Indian or Alaska Native and Black or African American
 - Other Multi-Racial
- NOTE: Both ethnicity AND race category must be selected for each household member
- Signature attesting to the accuracy of the information submitted.

5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

1. Agreement between County and SubGrantee
2. Draw Requests and supporting documentation (see Section IV Draw Requests)
3. Beneficiary Data (see Section V Reporting)
4. Annual audits
5. Records of compliance with federal procurement rules when the SubGrantee awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdiction's or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. 24 CFR 85.36
 - a. Copies of bid documents
 - b. Copies of contracts
 - c. Copies of all payments and supporting documentation to contractors and vendors
6. Records pertaining to Labor Laws and Requirements
<http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>
7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
8. Davis-Bacon weekly payroll records, including overtime records

9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
 - a. Women and Minority Business Enterprise - outreach efforts and records of contracts with woman- and minority-owned businesses
 - b. Copies of contracts with sub-contractors
10. Records of lead-based paint assessment, abatement and final clearance, if applicable
11. Records of asbestos assessment, abatement and final clearance, if applicable
12. Records of acquisition and/or relocation, if applicable

FOR COUNTY USE ONLY – FEDERAL IDIS REPORTING

1. Performance Goal: ☒ Create suitable living environments; ☐ Provide decent affordable housing; ☐ Create economic opportunities
2. Performance Outcome: ☒ Availability/Accessibility; ☐ Affordability; ☐ Sustainability
3. Check box if project address is to be marked as confidential ☐
4. Activity Purpose: ☐ Prevent Homelessness; ☐ Help the Homeless; ☐ Help those with HIV/AIDS; ☒ Help persons with disabilities
5. ☐ Accomplishments to be reported at another activity: IDIS # _____
6. Activity being carried out by Grantee? ☐ yes; ☒ no If yes, activity is being carried out through: ☐ Employees; ☐ Contractors; ☐ Both
7. If Agreement is with another County department, the activity will be carried out by: ☐ County employees; ☐ Contractors; ☐ Both
8. Area Type: ☐ CDFO Area; ☐ Local Target Area; ☐ Strategy Area
9. Special Characteristics: ☐ Presidentially Declared major Disaster Area; ☐ Historic Preservation Area; ☐ Brownfield Redevelopment Area – indicate number of acres remediated: _____
10. Activity Information: ☐ One-for-One Replacement; ☐ Displacement; ☐ Favored Activity; ☐ Special Assessment; ☐ Revolving Fund; ☐ Float Funded

Attachment 1

Arapahoe County HCDS

Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field	Response
Definitions can be found on the reverse of this form.	
1. Agency or Jurisdiction DUNS number:	
2. Subrecipient name Receiving Award:	
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award: (full street address)	
5. Primary location of Performance of the Award: (City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
a.) \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b.) 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c.) The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

An answer to question 7 is required ONLY when all answers to questions 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

Signature of Responsible Administrator and Title

Date

Definitions

1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number - Dun and Bradstreet (D&B)** – This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
5. The primary location of performance under the award including the city, state, congressional district, and country.
6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

CITY OF LITTLETON
CDBG PROGRAM SUMMARY 1992-2015

YEAR	PROJECT	STATUS	FUNDING
1992	Housing Rehabilitation	Complete	\$85,000
1992	Promise Park	Complete	\$65,000
1992	TOTAL		\$150,000
1993	Housing Rehabilitation	Complete	\$24,500
1993	Park Acquisition (300 W. Powers Place)	Complete	\$77,000
1993	West Powers Ave. Sidewalk (Bannock to Delaware)	Complete	\$74,180
1993	TOTAL		\$175,680
1994	Housing Rehabilitation	Complete	\$85,000
1994	IDA Avenue Park	Complete	\$22,000
1994	East Elementary Sidewalk & Landscaping	Complete	\$9,000
1994	Disabled Access		\$79,077
	1. W. Powers Sidewalk - ADA (\$30,771)	Complete	
	2. City Center & Library ADA Imp. (\$9,232)	Complete	
	3. ADA Surfaces for IDA Park (\$7,074)	Complete	
	4. Upper Ridgewood Park– SSP&RD (\$32,000)	Complete	
1994	TOTAL		\$195,077
1995	Housing Rehabilitation	Complete	\$26,711
1995	Park Acquisition (5350 S. Elati St.)	Complete	\$20,000
1995	Park Development (300 W. Powers Place)	Complete	\$25,000
1995	Disabled Access Improvements		\$170,636
	1. Sterne Park Playground - S. Suburban (\$36,781)	Complete	
	2. Harlow Park - S. Suburban (\$45,000)	Complete	
	3. Curb Ramps/Sidewalks (\$88,855)	Complete	
1995	TOTAL		\$242,347

YEAR	PROJECT	STATUS	FUNDING
1996	Housing Rehabilitation	Complete	\$60,000
1996	Park Development (5350 S. Elati St.)	Complete	\$27,547
1996	Disabled Access Improvements: Ramps/ Sidewalks	Complete	\$42,453
1996	Downtown Sidewalks: (Design and Construction)	Complete	\$91,054
1996	TOTAL		\$221,054
1997	Downtown Sidewalks (Construction)	Complete	\$209,240
1997	TOTAL		\$209,240
1998	Housing Rehabilitation	Complete	\$40,000
1998	Downtown Sidewalks (Construction)	Complete	\$173,645
1998	TOTAL		\$213,645
1999	Housing Rehabilitation	Complete	\$100,000
1999	Downtown Sidewalks (Construction)	Complete	\$102,007
1999	Family Self-Sufficiency	Complete	\$9,859
1999	TOTAL		\$211,866
2000	Housing Rehabilitation	Complete	\$50,000
2000	ADA –Sidewalks and Curb Ramps	Complete	\$ 165,063
2000	Family Self-Sufficiency	Complete	\$6,291
2000	TOTAL		\$221,354
2001	Housing Rehabilitation	Complete	\$30,000
2001	Disabled Access –Sidewalks and Curb Ramps	Complete	\$200,125
2001	TOTAL		\$230,125
2002	Disabled Access–Sidewalks and Curb Ramps	Complete	\$100,000
2002	Village Early Childhood Education Expansion	Complete	\$50,000
2002	TOTAL		\$150,000

YEAR	PROJECT	STATUS	FUNDING
2003	Disabled Access–Sidewalks and Curb Ramps	Complete	\$100,000
2003	Arapahoe/Douglas Mental Health Residential Treatment Facilities-Site Work	Complete	\$50,000
2003	TOTAL		\$150,000
2004	Village Early Childhood Building Expansion	Complete	\$150,000
2004	TOTAL		\$150,000
2005	Village Early Childhood Building Expansion	Complete	\$127,500
2005	ADMHN Integrated Health Care Initiative	Complete	\$22,500
2005	TOTAL		\$150,000
2006	Northeast Neighborhood Sidewalk Replacement Project	Complete	\$122,635
2006	Doctor’s Care Integrated Health Care Initiative	Complete	\$22,500
2006	TOTAL		\$145,135
2007	Northeast Neighborhood Sidewalk Replacement Project	Complete	\$110,440
2007	Doctor’s Care Integrated Health Care Initiative	Complete	\$22,500
2007	TOTAL		\$132,940
2008	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$267,500
2008	Doctor’s Care Integrated Health Care Initiative	Complete	\$22,500
2008	TOTAL		\$290,000
2009	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$71,938
2009	Doctor’s Care Integrated Health Care Initiative	Complete	\$22,500
2009	Littleton Immigration Integration Initiative	Complete	\$16,837
2009	TOTAL		\$111,275
2010	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2010	Doctor’s Care Integrated Health Care Initiative	Complete	\$22,500
2010	TOTAL		\$150,000

YEAR	PROJECT	STATUS	FUNDING
2011	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2011	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2011	TOTAL		\$150,000
2012	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2012	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2012	TOTAL		\$150,000
2013	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2013	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2013	TOTAL		\$150,000
2014	Northeast Neighborhood Streets Project	Complete	\$127,500
2014	Doctor's Care- Care Management/Patient Navigation	Complete	\$22,500
2014	TOTAL		\$150,000
2015	Northeast Neighborhood Streets Project	Complete	\$122,817
2015	Doctor's Care- Connection to Coverage & Health Care	Complete	\$22,500
2015	TOTAL		\$145,317
1992-2015	GRAND TOTAL		\$4,245,055



Staff Communication

5(c)

File #: ID# 17-41, **Version:** 1

Agenda Date: 02/21/2017

Subject:

Certification of the February 7, 2017 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the February 7, 2017 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the city clerk's certification, the February 7, 2017 video as the minutes for the February 7, 2017 regular meeting of the City Council.



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, February 7, 2017

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

Present: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro-Tem Brinkman

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Susan Stein - Littleton Crossing / Concerned about density - not low income subsidies

Lindsay Moery - High Line Canal

Patrick Fitzgerald - High Line Canal

Carol Brzeczek - Littleton Crossing / opposed

Deanna Cook - Littleton Crossing / opposed

Cathy Hartgraves - Littleton Crossing / opposed

Jessica Alizadeh - Littleton Crossing / attorney for property owner

Paul Hedquist - Littleton Crossing / opposed

Steven Droge - Littleton Crossing / opposed

Karen Witte - Littleton Crossing / opposed

John Sauer - Littleton Crossing / opposed

Joseph Trujillo - Littleton Crossing / concerned with number of low income units

Pam Chadbourne - Littleton Crossing / in favor

Anna Faulder - Littleton Crossing / opposed

5. Consent Agenda Items

- a) [Resolution 04-2017](#) Adoption of a resolution of support for the High Line Canal Vision and Action Plan
approved

Approval of the Consent Agenda

Council Member Cernanec moved and Council Member Cole seconded to approve consent agenda item 5 (a). The vote is 6-0. The motion carries

unanimously.

Aye: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

Items Removed from the Consent Agenda

- b) [ID# 17-23](#) Certification of the January 17, 2017 regular meeting minutes

Council Member Clark removed item 5(b) from the consent agenda

Council Member Cernanec moved and Council Member Hopping seconded to to approve, based on the city clerk's certification, the January 17, 2017 video as the minutes for the January 17, 2017 regular meeting of the City Council. The vote is 5-1, with Council Member Clark voting no. The motion carries.

Aye: 5 - Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

Absent: 1 - Mayor Pro Tem Brinkman

6. Ordinances for Second Reading and Public Hearing

7. General Business

- a) [ID# 17-33](#) City Manager Recruitment Update

Council Member Cernanec moved and Council Member Hopping seconded to approve Waters and Company to conduct a search for a second round of recruitment for candidates for city manager for the City of Littleton. The vote is 6-0. The motion carries unanimously.

Aye: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

- b) [Ordinance 02-2017](#) An ordinance on first reading amending section 1-3-2 of the city code to add a new definition for 'minutes'

Council Member Cole moved and Council Member Valdes seconded to approve on first reading Ordinance 2, Series 2017 which amends section 1-3-2 of the city code to add a new definition for minutes and to set a public hearing and second reading for February 21, 2017 at 6:30 p.m. in the Littleton Center Council Chamber.

Council Member Hopping moved and Council Member Cernanec seconded to amend the main motion to include the language "in case of conflict or need for clarification between the action minutes and the video recording, the video recording shall be consulted for interpretation. The video recordings of meetings shall be kept in perpetuity to provide clarification of action minutes when needed.

Council Member Clark moved to amend Council Member Hopping's amendment to the main motion to include language that the video recording of meetings will be kept in perpetuity. The motion dies for lack of a second.

The vote on the amendment to the main motion is 4-2, with Council Members Clark and Valdes voting no. The motion carries.

The vote on the main motion is 6-0. The motion carries unanimously.

Aye: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

c) [ID# 17-21](#) Motion to amend city council's Protocols and Standards of Conduct

Council Member Valdes moved and Council Member Hopping seconded to approve the amendments to city council's Protocols and Standards of Conduct.

Council Member Cole moved and Council Member Clark seconded to amend the main motion to delete the second sentence in "B" ("Disrespectful, DISRUPTIVE OR INTIMIDATING behavior will not be tolerated. SHOULD THIS BEHAVIOR OCCUR, THE MAYOR MAY STOP THE MEETING TO ADDRESS THE BEHAVIOR AND MAY REQUEST STAFF ASSISTANCE IF WARRANTED"), and moving the word "disruptive" to the fourth sentence ("slanderous or obscene remarks or becomes disruptive, boisterous or ..."). The vote is 5-1, with Council Member Valdes voting no. The motion carries.

The vote on the main motion is 6-0. The motion carries unanimously.

Aye: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

d) [ID# 17-27](#) Motion to amend city council's Legislative Rules

Council Member Clark moved and Council Member Cernanec seconded to approve the amendments to city council's Protocols and Standards of Conduct. the vote is 6-0. The motion carries unanimously.

Aye: 6 - Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

e) [ID# 17-32](#) Littleton Crossing Project - council discussion and consideration of future public meeting

Council Member Clark moved and Council Member Cole seconded to direct staff to take immediate action to address any and all of the identified code issues pertaining to noncompliance with the city code for this specific property. The vote on the motion is 2-4, with Mayor Beckman, Council Members Cernanec, Hopping and Valdes voting no. The motion fails.

Aye: 2 - Council Member Clark and Council Member Cole

Nay: 4 - Council Member Cernanec, Mayor Beckman, Council Member Hopping and Council Member Valdes

Absent: 1 - Mayor Pro Tem Brinkman

8. Public Comment

Jim Scheffler - New citizen / recycling programs in Littleton

Pam Chadbourne - Staff process and changes / HPB and staff process for Valley Feed location

Carol Brzeczek - City Manager recruitment process was a rewarding experience / Minutes / Council Protocols / CHFA process

Jessica Alizadeh - Littleton Crossing on behalf of developer

Pat Fitzgerald - Commendation to current staff for identifying code violations and working to correct them and to Council for supporting this

Kathy Hartgraves - Surprised that there is no remedy to Littleton Crossing

Steven Droge - Who takes ownership and accountability for previous council's errors

9. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

10. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



Staff Communication

6(a)

File #: Ordinance 02-2017, **Version:** 2

Agenda Date: 02/21/2017

Subject:

An ordinance on second reading amending section 1-3-2 of the city code to add a new definition for 'minutes'

Presented By: Wendy Heffner, City Clerk

POLICY QUESTION:

Does city council support amending the city code to add a new definition for 'minutes'?

BACKGROUND:

On March 18, 2014, the city council approved an ordinance amending the city code that stated "...the term 'minutes' shall mean the video record of the meeting of the city council or any of its boards or commissions.". On December 13, 2016, city council directed staff to prepare an ordinance amending the definition of minutes to state "...the minutes of records will be written action minutes. Action minutes shall mean: motions, the vote of any motion, and the name of any citizens speaking under public comment and/or public hearings and their stance."

On February 7, 2017, the city council approved on first reading the ordinance amending section 1-3-2 of the city code to add a new definition for "minutes", with the following approved amendment: *In case of conflict or need for clarification between the action minutes and the video recording, the video recording shall be consulted for interpretation. The video recordings of meetings shall be kept in perpetuity to provide clarification of action minutes when needed.* The amendment has been added to the ordinance for second reading.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 2, Series 2017.

PROPOSED MOTION:

I move to approve an ordinance on second reading which amends section 1-3-2 of the city code to add a new definition for minutes.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 02**

4
5 **Series, 2017**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO,**

11
12 **WHEREAS**, the city council has directed staff to prepare action minutes for
13 regular city council meeting;

14
15 **WHEREAS**, all authorities, boards and commissions will follow the same
16 procedure;

17
18 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
19 **THE CITY OF LITTLETON, COLORADO, THAT:**

20
21 **Section 1:** Section 1-3-2 of the city code is hereby amended with the addition of a
22 new definition for “minutes”;

23
24 **MINUTES:** For purposes of the charter, this code, or state law, the term minutes shall mean
25 action minutes of the meeting of the city council or any of its authorities, boards or commissions.
26 Action minutes shall mean motions, the vote of any motion, and the name of any citizens
27 speaking under public comment and/or public hearings and their stance.

28
29 In case of conflict or need for clarification between the action minutes and the video recording,
30 the video recording shall be consulted for interpretation. The video recordings of meetings shall
31 be kept in perpetuity to provide clarification of action minutes when needed.

32
33 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
34 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
35 validity of the remaining sections of this ordinance. The City Council hereby declares that it
36 would have passed this ordinance, including each part, section, subsection, sentence, clause or
37 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
38 clauses or phrases may be declared invalid.

39
40 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
41 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
42 repealer clauses of such ordinance nor revive any ordinance thereby.

43
44 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
45 of the City of Littleton on the 7th day of February, 2017, passed on first reading by a vote of 6
46 **FOR** and 0 **AGAINST**; and ordered published by posting at Littleton Center, Bemis Library, the

Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 21st day of February, 2017, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____ AGAINST on the 21st day of February, 2017 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday February 21, 2017

SUBJECT: An ordinance on second reading amending section 1-3-2 of the city code to add a new definition of “minutes”

[illegible]



Staff Communication

6(b)

File #: Ordinance 03-2017, **Version:** 2

Agenda Date: 02/21/2017

Subject:

An ordinance on second reading approving an Interceptor Transfer Agreement between the city and the Roxborough Water and Sanitation District regarding ownership of a gravity interceptor sewer, terminating easements to Roxborough Water and Sanitation District and granting an access easement to Roxborough Water and Sanitation District

Presented By: Mark Relph, Director of Public Works and Utilities
--

POLICY QUESTION:

Does city council support accepting ownership of the Roxborough gravity interceptor sewer, terminating easements and granting an access easement to Roxborough Water and Sanitation District (RW&S)?

BACKGROUND:

In 2005, RW&S constructed a lift station, force main and gravity sewer to convey wastewater from its customers to a connection with the city's sewer collection system. The gravity sewer begins near the intersection of C-470 and South Platte Canyon Road and extends north to connect to Littleton sewer near the intersection of West Bellevue Avenue and South Santa Fe Drive. Near West Bowles Avenue, another sewer owned by the Platte Canyon Water and Sanitation District (PCW&S) was connected to the RW&S sewer, to eliminate the PCW&S lift station. Both systems are shown on Exhibits B and C.

The PCW&S sewer had a series of problems over the years and was expensive to maintain and repair. The PCW&S sewer also serves part of the City of Littleton located west of the South Platte River and south of West Berry Avenue. To address these problems, the city, RW&S and PCW&S agreed to share the cost of the sewer pipeline via a 2006 agreement (Exhibit D). This agreement (section 9, page 6) waived any financial contribution of the city in the shared pipeline, with the understanding the city would assume the ownership of the entire gravity sewer. Supporting the discussion is a September 9, 2006 Staff Communication to council (Exhibit E).

In January 2015, work began to execute the 2006 agreement and convey the ownership of the gravity line to the City of Littleton. During this time, a significant issue was encountered concerning the transfer of ownership to the city across property owned by the United States Army Corps of Engineers (COE) and its insistence the city hold the COE harmless of liability. State law prohibits the city from indemnifying other parties and the ownership transfer was renegotiated to exclude this section from city ownership (i.e. RW&S will retain ownership as shown in purple - see Exhibit F).

In order to transfer ownership of the gravity line to the city, a series of easements must be granted to the city, as

identified in Exhibit G. Several easements will be voided across property the city already owns, as identified in Exhibit H. In some cases, a “License Agreement” would be granted to the city where the gravity line crosses property owned by Denver Water, Xcel Energy, the Nevada Ditch and Columbine Country Club. Those easements are identified in Exhibit I.

STAFF ANALYSIS:

The city has a standard sewer service agreement to provide wastewater treatment to all eight sanitation districts it serves, including PCW&S and RW&S. Agreements state each district will operate its collection system to a point of connection with the city’s collection system. Littleton ownership of the RW&S gravity sewer will have the city as the sole owner, which is more in alignment with the other district agreements.

PCW&S previously approved a prior version of the Interceptor Transfer Agreement in May identified as Exhibit K. The agreement has since been revised, and PCW&S will take the revised agreement to its board for approval.

Operation and maintenance of the gravity sewer will become the responsibility of the city. New interceptor sewers of this type require relatively little routine maintenance. Staff believes the maintenance of the gravity sewer can be completed with present staff and equipment. The gravity sewer is less than ten years old and was constructed with modern corrosion resistant materials. It is not anticipated any major replacement or rehabilitation will be required for many years.

Odor from the gravity sewer has occasionally been an issue. RW&S has installed odor control facilities on the lift station and force main, which RW&S will continue to own, operate and maintain on COE property. Maintenance access will be across park space owned by the city and maintained by South Suburban Park & Recreation District as identified in Exhibit J. Routine maintenance access should not negatively affect use of the park. In the event heavy construction is needed at some point in the future, additional temporary construction easements may be required.

FISCAL IMPACTS:

Transfer of the RW&S gravity sewer to Littleton is proposed at no cost to either party. RW&S has paid all its obligations under its Loan Agreement dated May 1, 2005 with the Colorado Water Resources and Power Development Authority which was a requirement of the 2006 agreement. RW&S has obtained consent to release the confirmation letter from the state (Exhibit A).

Terminating the easements by the city is proposed at no cost to RW&S.

STAFF RECOMMENDATION:

Staff recommends approval.

PROPOSED MOTION:

I move to approve on second reading the ordinance authorizing the Interceptor Transfer Agreement between the City of Littleton and the Roxborough Water and Sanitation District, terminating two easements by the City of Littleton in South Platte Park and north of West Bowles Avenue, and granting an access easement to Roxborough Water and Sanitation District by the City of Littleton.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 03**

4
5 **Series, 2017**

6
7 **INTRODUCED BY COUNCILMEMBERS: CLARK AND COLE**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AUTHORIZING AN**
11 **INTERGOVERNMENTAL AGREEMENT, CONVEYING**
12 **OWNERSHIP OF A GRAVITY INTERCEPTOR SEWER,**
13 **BETWEEN THE CITY AND THE ROXBOROUGH WATER**
14 **AND SANITATION DISTRICT, TERMINATING**
15 **EASEMENTS TO ROXBOROUGH WATER AND**
16 **SANITATION DISTRICT, AND GRANTING AN ACCESS**
17 **EASEMENT TO ROXBOROUGH WATER AND**
18 **SANITATION DISTRICT**

19
20 **WHEREAS,** the Council may, by ordinance, enter into contracts with other
21 government bodies to furnish or receive governmental services, to make or pay for charges for
22 such services and to enter into cooperative or joint activities with other government bodies; and
23

24 **WHEREAS,** the Roxborough Water and Sanitation District desires to enter into
25 an Interceptor Transfer Agreement (the “Agreement”), which references Easement for Pipeline
26 Right of Way, License Agreements, Assignment of Easement Agreements, Assignment of
27 Maintenance License Agreements to the City of Littleton, for a gravity interceptor sewer pipeline
28 and related facilities, located from approximately Colorado State Highway No. C-470 to West
29 Belleview Avenue; and
30

31 **WHEREAS,** the South Platte Park is natural open space property owned by the
32 City of Littleton; and
33

34 **WHEREAS,** the City shall assume ownership and maintenance responsibilities
35 for the sewer, as set forth in the Agreement and its referenced documents; and
36

37 **WHEREAS,** easements for the gravity sanitary sewer pipeline being acquired by
38 the City were previously dedicated to the Roxborough Water and Sanitation District upon the
39 South Platte Park, and adjacent to the Colorado Water Conservation Board property; and
40

41 **WHEREAS,** upon conveyance of said gravity sewer pipeline, easements to
42 Roxborough Water and Sanitation District on city owned property will no longer be necessary;
43 and
44

45 **WHEREAS,** termination of said easements will release Roxborough Water and
46 Sanitation District of responsibilities as stated in said easements; and
47

48
49 **WHEREAS,** upon conveyance of said gravity sewer pipeline, Roxborough Water

1 and Sanitation District requires access across a part of South Platte Park, to its gravity and force
2 main pipelines located along Colorado State Highway No. C-470 on United States Army Corps
3 of Engineers property; and
4

5 **WHEREAS**, Pursuant to Section 60 of the Littleton City Charter, easements
6 across city owned property may be conveyed by an ordinance adopted in regular procedure.
7
8

9 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
10 **THE CITY OF LITTLETON, COLORADO, THAT:**
11

12 **Section 1:** The Interceptor Transfer Agreement Conveying Ownership of
13 Gravity Interceptor Sewer Agreement is hereby approved.
14

15 **Section 2:** The City of Littleton, Colorado does hereby approve terminating
16 easements to Roxborough Water and Sanitation District upon the South Platte Park property and
17 adjacent to Colorado Water Conservation Board property, as described in Reception Numbers
18 B6143901 and B6143904 of the records of the Arapahoe County Clerk and Recorder.
19

20 **Section 3:** The City of Littleton, Colorado does hereby approve granting an
21 access easement to Roxborough Water and Sanitation District, upon the South Platte Park
22 property, as described in Parcel 4, attached hereto.
23

24 **Section 4:** Severability. If any part, section, subsection, sentence, clause or
25 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
26 validity of the remaining sections of this ordinance. The City Council hereby declares that it
27 would have passed this ordinance, including each part, section, subsection, sentence, clause or
28 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
29 clauses or phrases may be declared invalid.
30

31 **Section 5:** Repealer. All ordinances or resolutions, or parts thereof, in
32 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
33 repealer clauses of such ordinance nor revive any ordinance thereby.
34

35 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
36 of the City of Littleton on the 17th day of January, 2017, passed on first reading by a vote of 6
37 **FOR** and 0 **AGAINST**; and ordered published by posting at Littleton Center, Bemis Library, the
38 Municipal Courthouse and on the City of Littleton Website.

39 **PUBLIC HEARING** on the Ordinance to take place on the 21st day of February,
40 2017, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

41 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

42 PASSED on second and final reading, following public hearing, by a vote of _____FOR and

43 _____ AGAINST on the 21st day of February, 2017 and ordered published by posting at

44 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

45 ATTEST:

46 _____
47 Wendy Heffner
48 CITY CLERK

Bruce O. Beckman
MAYOR

49
50 APPROVED AS TO FORM:

51
52 _____
53 Kenneth S. Fellman
54 ACTING CITY ATTORNEY
55
56

INTERCEPTOR TRANSFER AGREEMENT

This INTERCEPTOR TRANSFER AGREEMENT is entered into on this ____ day of _____, 2017, by and between the ROXBOROUGH WATER AND SANITATION DISTRICT (the "District") and the CITY OF LITTLETON, COLORADO SEWER UTILITY ENTERPRISE, a water activity enterprise of the State of Colorado (the "City"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is empowered by § 32-1-1004, C.R.S., to provide water and wastewater service within its boundaries; and

WHEREAS, the District constructed a regional sanitary sewer pipeline (the "Pipeline") for the purpose of transporting wastewater from the District's existing facilities to the Englewood/Littleton Wastewater Treatment Plant; and

WHEREAS, the southernmost portion of the Pipeline consists of a force main pipeline ("Force Main Pipe"), extending north from the District's existing wastewater treatment facility to the District's transition vault ("Transition Vault") located north of C-470 and east of South Platte Canyon Road; and

WHEREAS, the northernmost portion of the Pipeline consists of a gravity-flow line extending north from the Transition Vault to the tie-in at the City's sanitary interceptor which terminates at the Englewood/Littleton Wastewater Treatment Plant and is located west of the intersection of Bellevue Avenue and Santa Fe Drive (the "Gravity Flow Pipe"); and

WHEREAS, a portion of the Gravity Flow Pipe is also accessed and used by Platte Canyon Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Platte Canyon") and the City (the "Shared Pipe"), and was constructed to provide sufficient wastewater flow capacity for the District, Platte Canyon and the City. The Shared Pipe is more particularly depicted on Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, on October 27, 2006, the District, Platte Canyon and the City entered into that certain "Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe" for purposes of allocating each party's respective capacity in the Shared Pipe as well as to set forth their respective payment obligations for the costs of constructing and maintaining the Shared Pipe (the "Cost Sharing IGA"); and

WHEREAS, the Cost Sharing IGA contemplated the future conveyance of the Gravity Flow Pipe, including the Shared Pipe, from the District to the City, and pursuant to Paragraph 13 of the Cost Sharing IGA, the parties thereto acknowledged and consented to the conveyance of the Shared Pipe, together with all maintenance and operations responsibilities thereto, from the District to the City, upon such terms as may be mutually agreed upon by the District and the City, and consented to by Platte Canyon, such consent not to be unreasonably withheld; and

WHEREAS, the Cost Sharing IGA further provides that the City would accept ownership of the Gravity Flow Pipe from the District at such time that the District satisfied its repayment obligations pursuant to that certain Loan Agreement entered into between the District and the Colorado Water Resources and Power Development Authority (“CWRPDA”), dated May 1, 2005 (“2005 Loan”), or at such earlier time as the District may be permitted to transfer ownership of the Gravity Flow Pipe pursuant to the 2005 Loan; and

WHEREAS, the District desires to transfer ownership, including operations and maintenance responsibilities, of the Gravity Flow Pipe depicted in Exhibit B attached hereto and incorporated herein by reference, to the City, excepting from the transfer that portion of the Gravity Flow Pipe located on certain real property owned by the Department of the Army (“Army Flow Pipe”), which shall remain owned, operated and maintained by the District, and the City is willing to accept ownership and related operation and maintenance responsibilities of the Gravity Flow Pipe, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CWRPDA has provided its consent to the District’s conveyance of the Gravity Flow Pipe to the City as evidenced by CWRPDA’s letter, dated May 5, 2016, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Parties have negotiated this Interceptor Transfer Agreement (the “Agreement”) for the purpose of setting forth the terms and conditions for the District to transfer ownership of the Gravity Flow Pipe, and all operation and maintenance responsibilities related thereto, to the City.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

AGREEMENT

1. Conveyance of Gravity Flow Pipe. Subject to the terms and conditions set forth herein, the District hereby sells, conveys, transfers and delivers to the City that portion of the Gravity Flow Pipe commencing at and including Manhole 249 and extending north to the tie-in at the City’s sanitary interceptor which terminates at the Englewood/Littleton Wastewater Treatment Plant, as more particularly depicted on Exhibit B attached hereto. Such conveyance is inclusive of the Shared Pipe depicted on Exhibit C attached hereto. The City hereby accepts said conveyance and transfer from the District of that portion of the Gravity Flow Pipe described in this Paragraph 1 and depicted on Exhibit B attached hereto. The District shall execute a “Bill of Sale,” as attached hereto as Exhibit D and incorporated herein by reference, to convey the Gravity Flow Pipe to the City. The conveyance of the Gravity Flow Pipe shall be deemed effective upon the occurrence of the following (“Effective Date”): (1) the delivery of a Bill of Sale from the District to the City; (2) the execution and, as applicable, recording of the Assignments and New Licenses, as such terms are defined and further described in Paragraph 5 hereof; and (3) the execution and recording of the Manhole 249 Easement as further described in Paragraph 8 hereof.

2. Army Flow Pipe. The Parties acknowledge that the District has installed certain odor control beds between the Transition Vault and Manhole 262 located on that portion of the Gravity Flow Pipe referred to herein as the Army Flow Pipe, and that proper maintenance of the odor control beds is essential to the integrity of the entire Pipeline. The Parties further acknowledge and agree that the District shall retain ownership of the Army Flow Pipe to allow the District to access and maintain the odor control beds and related components.

3. Manhole 227 – Air Vent. As part of the District’s construction of the Gravity Flow Pipe, an air vent was installed on Manhole 227, which is located on property owned by the City and is an integral part to the District’s operation of its Transition Vault. The Parties agree that the District shall be responsible for the ongoing operations and maintenance of the air vent on Manhole 227. Utilizing the license granted by the City to the District pursuant to Paragraph 7 hereof, the District shall have the right of ingress and egress in, to, through, over, under, and across the City’s property as is necessary for the District to access Manhole 227 for purposes of operating, maintaining, repairing, and/or replacing the air vent and any related components thereto. The City shall ensure that the immediate area on and surrounding Manhole 227 is kept clear of any and all plants or other shrubbery, rubbish or any other structure or fixture, and that Manhole 227 is properly painted and coated to protect from off-gassing. In the event the air vent on Manhole 227 is damaged due to the City’s direct or indirect activities conducted on or in association with the Gravity Flow Pipe, the City shall be responsible for all costs associated with the District’s repair or replacement of the air vent on Manhole 227.

4. Reserved Capacity in Gravity Flow Pipe. The Parties acknowledge that the Shared Pipe was constructed at 36 inches in diameter to provide sufficient wastewater flow capacity in the Shared Pipe for the District, the City, and Platte Canyon, and all of the Gravity Flow Pipe located south of the Shared Pipe was constructed at 24 inches (24”) in diameter. The District hereby reserves for itself 6.006 million gallons per day of capacity in the entire Gravity Flow Pipe, including the 24” portion and the Shared Pipe. The City hereby agrees and acknowledges such reservation of capacity by the District and shall take no action to impair the District’s access to and use of said capacity in the Gravity Flow Pipe.

5. Assignment of Easements and Licenses. Except as other provided herein, the District shall assign to the City all of the District’s right, title and interest in such easements and licenses that the District obtained to construct, operate and maintain the Gravity Flow Pipe. A list of the easements and licenses to be assigned to the City is attached hereto as Exhibit E and incorporated herein by reference (the “Assignments”).

a. New Licenses. Certain property owners that previously granted the District licenses for the Gravity Flow Pipe have requested that the City enter into new license agreements with the property owners upon the conveyance of the Gravity Flow Pipe. The City hereby agrees to enter into license agreements with the City and County of Denver, acting by and through its Board of Water Commissioners and with the Public Service Company of Colorado (collectively, the “New Licenses”).

b. CDOT Permit. The Parties acknowledge that portions of the Gravity Flow Pipe cross certain rights of ways owned by the Colorado Department of Transportation (“CDOT”). The

District obtained a CDOT permit ("Permit") to construct, operate and maintain the Gravity Flow Pipe in such rights of way, which Permit is not transferable. In the event the City must conduct future work on that portion of the Gravity Flow Pipe located in CDOT's rights of way, the City shall be required to obtain a new permit from CDOT.

c. Termination of City Easements. As part of the District's construction, installation, operation and maintenance of the Gravity Flow Pipe, the City and the District entered into that certain Easement Deed, dated September 26, 2006, as recorded in the records of the Douglas County Clerk and Recorder on October 6, 2006, at Reception No. B6143901 (Easement No. 1), and that certain Permanent Sanitary Sewer Easement, dated September 26, 2006, as recorded in the records of the Douglas County Clerk and Recorder on October 6, 2006, at Reception No. B6143904 (Easement No. 2) pursuant to which the City granted the District permanent easements to construct, operate and maintain that portion of the Gravity Flow Pipe located on the City's property. Upon the Effective Date of the conveyance of the Gravity Flow Pipe to the City, the District and the City shall extinguish Easement No. 1 and Easement No. 2 via separate instrument executed by the District and the City, as required pursuant to Paragraph 23 of Easement No. 1 and Paragraph 17 of Easement No. 2.

6. Operations and Maintenance. Upon the Effective Date of the conveyance of the Gravity Flow Pipe to the City, the City shall own the Gravity Flow Pipe, excepting from said conveyance the Army Flow Pipe section as provided in Paragraphs 1 and 2 herein, and the City shall assume all responsibility for the proper operation and maintenance of the Gravity Flow Pipe, except as otherwise provided in Paragraphs 3 and 7 hereof. With the exception of the Shared Pipe and as otherwise provided in this Agreement, the City assumes all costs, expenses and other responsibilities related to the maintenance of the Gravity Flow Pipe and the District shall have no further responsibilities to operate and maintain the Gravity Flow Pipe or to pay any costs related thereto including, but not limited to, costs for repairs or replacement of the Gravity Flow Pipe. For the Shared Pipe, the City shall perform all routine and emergency maintenance on the Shared Pipe, as further provided in and in accordance with Paragraph 9 of the Cost Sharing IGA, with the costs of such routine and/or emergency maintenance being allocated among the City, the District and Platte Canyon pursuant to the percentages established in Paragraph 5.4 of the Cost Sharing IGA.

7. License Agreement. The City hereby grants to the District a non-revocable, non-exclusive license to access and inspect the Gravity Flow Pipe at any time for any purpose necessary and appropriate to ensure the integrity of the entire Pipeline including, but not limited to, the air vents installed on Manhole 227 as further provided in Paragraph 3 hereof. Except as otherwise provided in this Agreement, if the District determines that maintenance of the Gravity Flow Pipe transferred to the City herein, including repairs and replacement thereof, is required to ensure the integrity of the Pipeline, the District shall provide notice to the City and the City hereby agrees to conduct such maintenance requested by the District at the City's expense. In the event the City considers the District's maintenance request to be unnecessary or believes alternative maintenance methods should be pursued, the City shall provide written notice of its determination to the District within ten (10) days of receiving a maintenance request from the District ("City Determination Letter"). Within ten (10) days of receiving the City Determination Letter, the District shall notify the City if the District accepts the City's determination. In the event the District rejects the City Determination Letter, the Parties shall work together to attempt to reach a solution acceptable to

both Parties. If the Parties fail to reach an agreement, the District may take any action it deems necessary to ensure the integrity of the Pipeline, including but not limited to, court action.

8. Manhole 249 Easement. As set forth in Paragraph 1 hereof, the District's conveyance to the City of the Gravity Flow Pipe shall commence at and include Manhole 249 which is situated at the southernmost point of the Gravity Flow Pipe on the City's property. The Parties acknowledge that the District will require access to the Army Flow Pipe and the District's Force Main Pipe via Manhole 249. Concurrently with the District's conveyance of the Gravity Flow Pipe to the City, the City shall grant to the District a perpetual nonexclusive access easement in, to, through, over, under and across Manhole 249, such Manhole 249 to be used by the District to gain access to, inspect and service the Army Flow Pipe and the Force Main Pipe ("Manhole 249 Easement").

9. Additional Instruments. The District and the City agree to prepare and execute any other documents or instruments necessary to effectuate the conveyance of the Gravity Flow Pipe from the District to the City.

10. No Warranties. The District does not warrant that the Gravity Flow Pipe will be free from interruption caused by accidents or repairs. No such interruptions shall render the District liable for any damages and the City hereby expressly waives and releases all claims against the District for any damages resulting from the stoppage or interruption of service, including any damage to private property, except as may be caused by the negligent or willful misconduct of the District or its officers, agents or employees.

11. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications ("E-Mail"), and such notices shall be addressed to the Parties below or to such other address as either Party may from time to time specify in writing to the other party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving party must respond via "reply" acknowledging receipt of the E-Mail notification. If the sending party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

If to the District: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125
Attn: Larry D. Moore, General Manager
E-mail: Larry@roxwater.org

With a copy to: Alan D. Pogue, Esq.
Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 225
Denver, CO 80237
E-mail: APogue@ISP-law.com

If to the City: City of Littleton
2255 W. Berry Avenue
Littleton, CO 80165
Attn: _____
E-mail: _____

With a copy to: City of Littleton
2255 W. Berry Avenue
Littleton, CO 80165
Attn: City Attorney
E-mail: littletoncityattorney@littletongov.org

12. Amendment. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

13. Assignment. No assignment of any right or obligation contained in this Agreement shall be permitted without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

14. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded either of the Parties pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

15. Enforcement. The Parties agree that this Agreement may be enforced in law or equity, for specific performance, injunctive or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. Severance Clause. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted in this Agreement.

18. No Third Party Beneficiaries. Nothing in this Agreement shall be interpreted or construed to create any third party beneficiaries of this Agreement. The Parties expressly acknowledge that it is their intent that no third party beneficiaries be created by this Agreement or any interpretation or construction thereof.

19. No Agency, Partnership, or Joint Venture. Nothing in this Agreement shall be interpreted or construed to create any agency, partnership, or joint venture relationship between the Parties. The Parties expressly acknowledge that it is their intent that no agency, partnership,

or joint venture relationship be created between them by this Agreement or any interpretation or construction thereof.

20. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns.

21. Captions. The headings of sections and paragraphs are included solely for convenience and reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to conveyance of the Gravity Flow Pipe, and sets forth the rights, duties, and obligations of the Parties with respect to the Gravity Flow Pipe. Any prior agreements, promises, negotiations, or representations relating to the conveyance of the Gravity Flow Pipe and not expressly set forth in this Agreement shall have no force and effect.

24. Platt Canyon Consent. By signature attached hereto, Platte Canyon consents to the terms and conditions of this Agreement related to the transfer of the Shared Pipe, together with maintenance and operations responsibilities, from the District to the City.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date and year first above written.

ROXBOROUGH WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: Dave Thomas, President

ATTEST:

By: John W. Dillon, Secretary/Treasurer

ATTEST:

THE CITY OF LITTLETON, COLORADO,
SEWER UTILITY ENTERPRISE, a water activity
enterprise of the State of Colorado

By: Wendy Heffner, City Clerk

By: Bruce O. Beckman, Mayor

APPROVED AS TO FORM:

By: Kenneth S. Fellman, Acting City Attorney

CONSENT TO TRANSFER OF SHARED PIPE

On October 27, 2006, Roxborough Water and Sanitation District, Platte Canyon Water and Sanitation District and the City of Littleton, Colorado entered into that certain "Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe" for purposes of allocating each party's respective capacity in the Shared Pipe (as defined therein) as well as to set forth their respective payment obligations for the costs of constructing and maintaining the Shared Pipe (the "Cost Sharing IGA"). Pursuant to Paragraph 13 of the Cost Sharing IGA, the parties acknowledged and consented to the conveyance of the Shared Pipe, together with all maintenance and operations responsibilities thereto, from the District to the City, upon such terms as may be mutually agreed upon by the District and the City, and consented to by Platte Canyon, such consent not to be unreasonably withheld.

By signature attached hereto, Platte Canyon consents to the terms and conditions of this Agreement related to the transfer of Shared Pipe, together with maintenance and operations responsibilities, from the District to the City.

Dated this ____ day of _____, 20__.

PLATTE CANYON WATER AND SANITATION DISTRICT

By: _____

Its: _____

EXHIBIT A

CWRPDA CONSENT TO CONVEYANCE



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

Logan Tower Bldg – Suite 620, 1580 Logan Street, Denver, Colorado 80203-1942
303/830-1550 • Fax 303/832-8205 • info@cwprda.com

May 5, 2016

Mr. Larry Moore, General Manager
Roxborough Water and Sanitation District
6222 N. Roxborough Park Road
Littleton, CO 80125

RE: Colorado Water Resources and Power Development Authority (Authority) Loan Agreement with Roxborough Water and Sanitation District (District) dated May 1, 2005 (Loan) – request to convey a portion of the District's regional pipeline to the City of Littleton, Colorado

Dear Mr. Moore:

We are in receipt of, and have reviewed the District's request set forth in a letter dated February 18, 2016, from District's counsel, Alan Pogue, regarding the approval by the Authority of the District's conveyance of a portion of its project financed by the Loan to the City of Littleton. We are also in receipt of a calculation of estimated operational and maintenance (O&M) cost savings (provided by email on May 2, 2016 from Alan Pogue) that would accrue to the District as a result of this conveyance. Pursuant to the Loan, Authority consent is required before the District can convey any portion of the project financed by the Loan.

The District's request is to convey one component of the project financed with the Authority Loan to the City of Littleton. This component consists of 5.9 miles of gravity fed interceptor line that conveys the wastewater to the Littleton/Englewood wastewater treatment plant. Given the benefit of the estimated O&M cost savings to the District, the Authority hereby approves the conveyance of this component of the project to the City of Littleton, Colorado.

If you have any questions, please feel free to contact Keith McLaughlin at 303-830-1550, extension 1022 or me at 303-830-1550, extension 1015.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Brod", with a long horizontal flourish extending to the right.

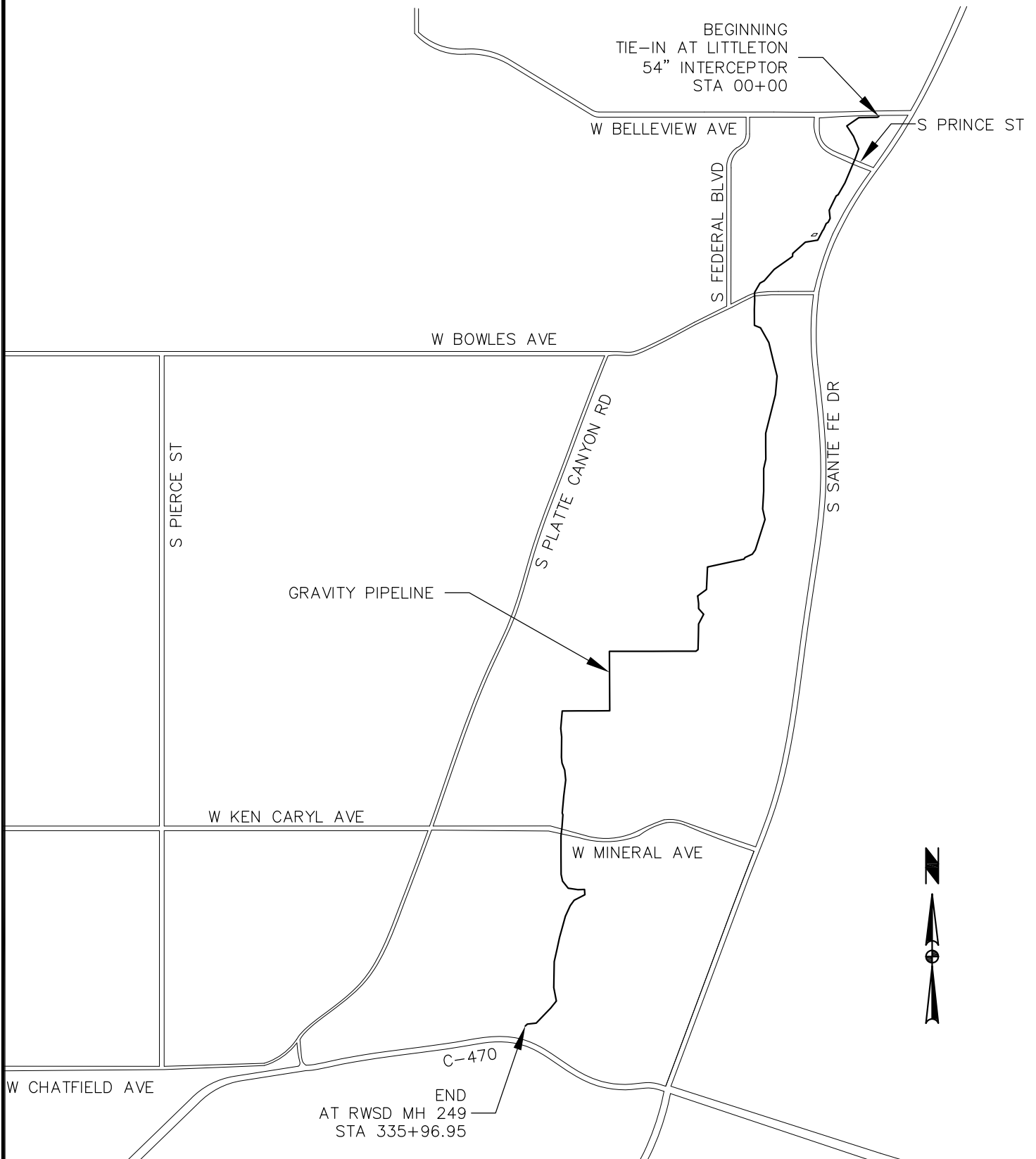
Michael Brod
Executive Director

cc: Alan Pogue, Icenogle Seaver Pogue, District Counsel

EXHIBIT B

DEPICTION OF GRAVITY FLOW PIPE

GRAVITY PIPELINE



ROXBOROUGH WATER & SANITATION DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

WW REGIONALIZATION PROJECT

GRAVITY PIPELINE

JOB NO.

001.104.09

DATE

SEPT, 2016

EXHIBIT C

DEPICTION OF SHARED PIPE

EXHIBIT B - SHARED GRAVITY PIPELINE

BEGINNING
TIE-IN AT LITTLETON
54" INTERCEPTOR
STA 00+00

W BELLEVIEW AVE

S PRINCE ST

S SANTE FE DR

PROPOSED RPMD WW
SHARED PORTION OF
GRAVITY PIPELINE

EX. PLATTE CANYON
LIFT STATION

END
TIE-IN AT
PC/LITTLETON
GRAVITY PIPELINE
STA 38+33.35

S FEDERAL BLVD

W BOWLES AVE



600 0 600
SCALE 1"=600' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

WW REGIONALIZATION PROJECT

SHARED GRAVITY PIPELINE

JOB NO.

001.104.12

DATE

APR, 2006

EXHIBIT D
BILL OF SALE

**BILL OF SALE
GRAVITY FLOW PIPE**

KNOW ALL MEN BY THESE PRESENTS that Roxborough Water and Sanitation District (the "District"), for good and valuable consideration, the receipt of which is hereby acknowledged, paid by the City of Littleton, Colorado, Sewer Utility Enterprise (the "City"), does grant and convey unto the City, its successors and assigns, the District's right, title, and interest in certain public improvements known as the Gravity Flow Pipe and all appurtenances related thereto, and excepting from said grant and conveyance that portion of the Gravity Flow Pipe located on certain real property owned by the Department of the Army, as more particularly depicted on Exhibit 1, attached hereto and incorporated herein by reference and as constructed pursuant to those certain As-Builts provided to the City following the District's completion of construction of the Gravity Flow Pipe (the "Improvements").

TO HAVE AND TO HOLD, unto the City, its successors and assigns forever, and the District, for itself, its successors and assigns, covenants and agrees to and with the City and its successors and assigns, to warrant and defend the sale of said Improvements, hereby made unto the City, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Improvements to the City, its successors and assigns, is made free from any claim or demand whatsoever.

IN WITNESS WHEREOF, the District, through its authorized representative, has caused its name to be hereunto subscribed this _____ day of _____, 2016.

ROXBOROUGH WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____, by _____ as President of Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

(S E A L)

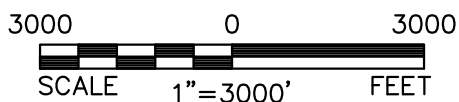
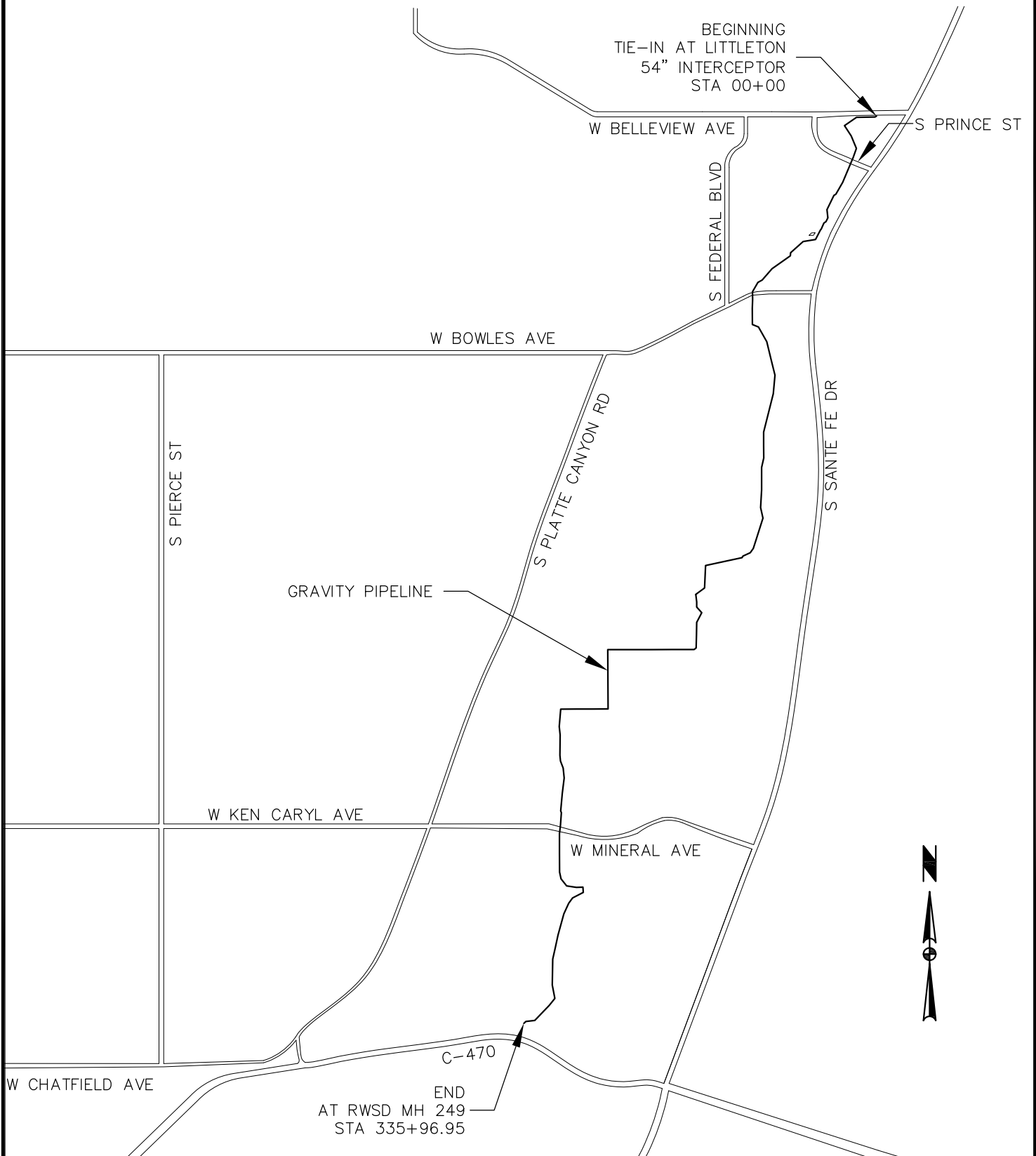
My commission expires: _____.

Notary Public

EXHIBIT 1
(To Bill of Sale)

DEPICTION OF GRAVITY FLOW PIPE

GRAVITY PIPELINE



ROXBOROUGH WATER & SANITATION DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

WW REGIONALIZATION PROJECT

GRAVITY PIPELINE

JOB NO.

001.104.09

DATE

SEPT, 2016

EXHIBIT E

LIST OF EASEMENTS AND LICENSES TO BE ASSIGNED

Document	Grantor	Dated	Recording Information
Easement Agreement	James and Kathleen Ackerman	December 30, 2005	Recorded in Arapahoe County on March 24, 2006 at Reception No. B6045832
Easement Agreement	Robert J. Reindl	April 20, 2006	Recorded in Arapahoe County on May 2, 2006 at Reception No. B6066824
Easement Agreement	Ira Sealy and Susan Sealy	February 10, 2006	Recorded in Arapahoe County on March 24, 2006 at Reception No. B6045834
Easement Agreement	State of Colorado, acting by and through the Department of Natural Resources, Colorado Water Conservation Board	March 30, 2006	Recorded in Arapahoe County on April 7, 2006 at Reception No. B6054374
Easement Deed	South Suburban Park and Recreation District	March 23, 2006	Recorded in Arapahoe County on March 24, 2006 at Reception No. B6045840, and re-recorded on June 29, 2006 at Reception No. B6095182
License Agreement	Nevada Ditch Holding Company	October 10, 2006	Not Recorded
Maintenance License	Columbine Country Club	October 6, 2006	Recorded in Arapahoe County on November 9, 2006 at Reception No. B6159883

EXHIBIT A

Conveyance Letter Dated May 5, 2016



EXHIBIT A

COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

Logan Tower Bldg – Suite 620, 1580 Logan Street, Denver, Colorado 80203-1942
303/830-1550 • Fax 303/832-8205 • info@cwrpda.com

May 5, 2016

Mr. Larry Moore, General Manager
Roxborough Water and Sanitation District
6222 N. Roxborough Park Road
Littleton, CO 80125

RE: Colorado Water Resources and Power Development Authority (Authority) Loan Agreement with Roxborough Water and Sanitation District (District) dated May 1, 2005 (Loan) – request to convey a portion of the District's regional pipeline to the City of Littleton, Colorado

Dear Mr. Moore:

We are in receipt of, and have reviewed the District's request set forth in a letter dated February 18, 2016, from District's counsel, Alan Pogue, regarding the approval by the Authority of the District's conveyance of a portion of its project financed by the Loan to the City of Littleton. We are also in receipt of a calculation of estimated operational and maintenance (O&M) cost savings (provided by email on May 2, 2016 from Alan Pogue) that would accrue to the District as a result of this conveyance. Pursuant to the Loan, Authority consent is required before the District can convey any portion of the project financed by the Loan.

The District's request is to convey one component of the project financed with the Authority Loan to the City of Littleton. This component consists of 5.9 miles of gravity fed interceptor line that conveys the wastewater to the Littleton/Englewood wastewater treatment plant. Given the benefit of the estimated O&M cost savings to the District, the Authority hereby approves the conveyance of this component of the project to the City of Littleton, Colorado.

If you have any questions, please feel free to contact Keith McLaughlin at 303-830-1550, extension 1022 or me at 303-830-1550, extension 1015.

Sincerely,

A handwritten signature in blue ink, reading "Michael Brod".

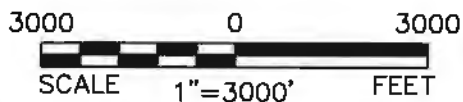
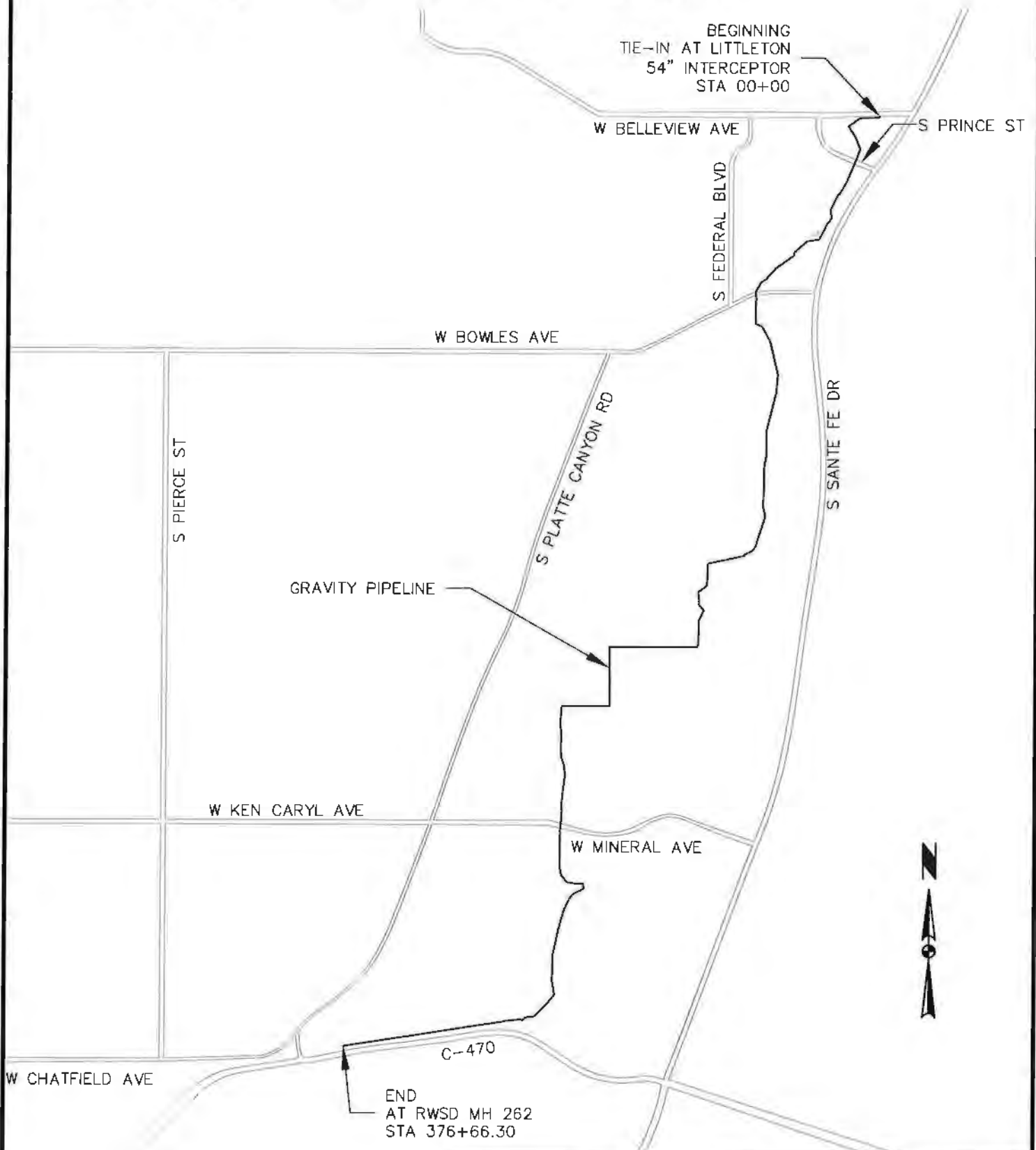
Michael Brod
Executive Director

cc: Alan Pogue, Icenogle Seaver Pogue, District Counsel

EXHIBIT B

Gravity Pipeline

EXHIBIT B GRAVITY PIPELINE



ROXBOROUGH WATER & SANITATION DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

WW REGIONALIZATION PROJECT

GRAVITY PIPELINE

JOB NO.

001.287.00

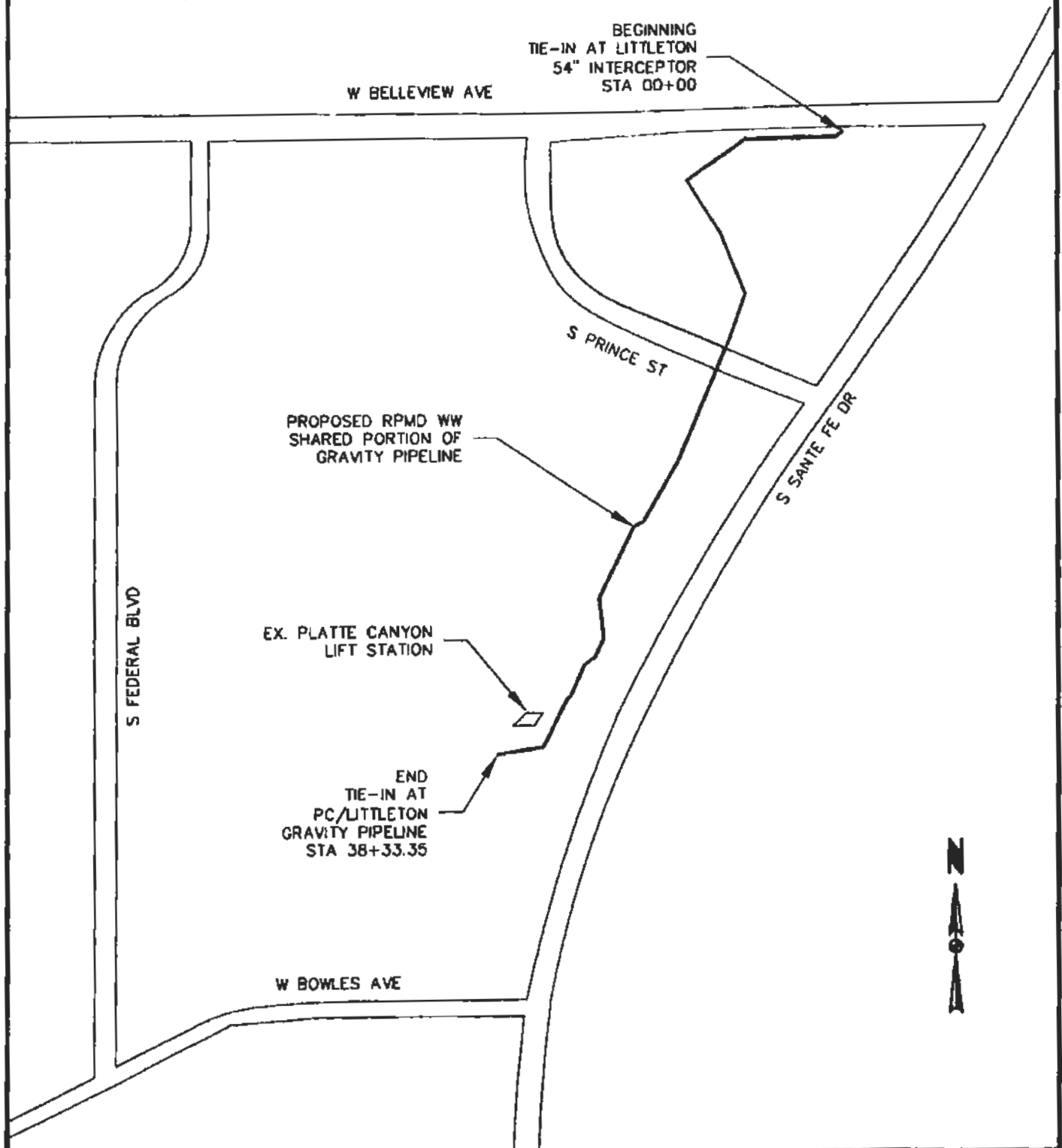
DATE

FEB, 2016

EXHIBIT C

Shared Gravity Pipeline

EXHIBIT C - SHARED GRAVITY PIPELINE



600 0 600
SCALE 1"=600' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

WW REGIONALIZATION PROJECT

SHARED GRAVITY PIPELINE

JOB NO. 001.104.12

DATE APR, 2006

EXHIBIT D

Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe

INTERGOVERNMENTAL AGREEMENT REGARDING
COST SHARING FOR USE OF SHARED PIPE

This Intergovernmental Agreement ("Agreement") is made and entered into this 27th day of October, 2006 by and among the City of Littleton, Colorado Sewer Utility Enterprise, a water activity enterprise of the State of Colorado (the "City"), the Platte Canyon Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Platte Canyon") and the Roxborough Water and Sanitation District (formerly Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado ("Roxborough"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Roxborough is constructing a pipeline (the "Pipeline") for the purpose of transporting wastewater from Roxborough's existing facilities to the Littleton-Englewood Wastewater Treatment Facility; and

WHEREAS, the southernmost portion of the Pipeline will consist of a force main pipeline, extending from Roxborough's existing wastewater treatment facility north generally to C-470; and

WHEREAS, the northernmost portion of the Pipeline will consist of a gravity-flow line extending from the connection to the proposed force main, located north of C-470 and east of South Platte Canyon Road, north to the tie-in at the existing City of Littleton 54-inch sanitary interceptor located west of the intersection of Bellevue Avenue and Santa Fe Drive (the "Gravity Flow Pipe"). The Gravity Flow Pipe is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, a portion of the Gravity Flow Pipe will be accessed and used by Platte Canyon and the City (the "Shared Pipe"). The Shared Pipe will have capacity for the wastewater flow of Roxborough, Platte Canyon and the City. The Shared Pipe is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, Platte Canyon utilizes a lift station located generally between Bowles Avenue and Prince Street (the "Platte Canyon Lift Station") and;

WHEREAS, Platte Canyon desires to abandon its connection to the Platte Canyon Lift Station and connect to the Shared Pipe through a Platte Canyon owned gravity flow pipeline at the Point of Connection as defined in Paragraph 8; and

WHEREAS, the Shared Pipe can be constructed to accommodate the current and projected flows which would otherwise be served by the Platte Canyon Lift Station; and

WHEREAS, Roxborough is willing to construct the Shared Pipe to accommodate the current and projected flows which would otherwise be served by the Platte Canyon Lift Station

provided Platte Canyon and/or the City are willing to pay their proportionate share of operation and maintenance costs for the Shared Pipe along with their proportionate shares of the total project costs associated with constructing the Shared Pipe, which respective shares shall be the same as each Party's respective required percentage of capacity in the Shared Pipe.

WHEREAS, the Parties desire to enter into this Agreement to allocate their respective capacity in the Shared Pipe as well as to set forth their respective payment obligations for the costs of constructing the Shared Pipe; and

WHEREAS, the Parties are governmental entities and a further purpose of this Agreement is to promote the public health, welfare and safety of the inhabitants of both Districts and the City; and

WHEREAS, this Agreement shall be construed in light of the public nature of the contracting Parties and their powers, purposes and limitations and shall at all times conform with such powers and limitations.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Conditions Precedent.** The Parties acknowledge that Roxborough's construction of the Shared Pipe requires the approval of the State of Colorado Department of Public Health and Environment, and may require the approval of other governmental entities having jurisdiction over or with respect to the Shared Pipe, including but not limited to, the Denver Regional Council of Governments. In the event such approvals are not obtained and the Shared Pipe is not constructed, Roxborough shall return any payments made by Platte Canyon or the City pursuant to Paragraph 6 of this Agreement. Such payments shall be returned within 30 days of written notice from Roxborough that the required governmental approvals have not been obtained and that the Shared Pipe will not be constructed.

2. **Construction and Design.** Except as otherwise agreed in writing by the Parties, all matters relating to the design and construction of the Pipeline, including the Shared Pipe, shall be under the reasonable control and at the reasonable discretion of Roxborough.

Roxborough understands that Platte Canyon intends to connect a gravity flow pipeline to the Shared Pipe in order to bypass Platte Canyon's existing sewage lift station. In finalizing the design of and in constructing the Shared Pipe, Roxborough shall not act or fail to act in any way that would unreasonably or adversely interfere with Platte Canyon's ability to connect to and thereafter utilize the Shared Pipe through a gravity flow connecting pipeline.

2.1 **Sharing of Information.** As part of the final design of the Shared Pipe, Roxborough has provided the City and Platte Canyon with copies of the final design plans and specifications. All matters relating to the design and construction of the Shared Pipe shall remain in Roxborough's control, pursuant to Paragraph 2 of this Agreement.

If for any reason Platte Canyon cannot connect by gravity into the Shared Pipe, Platte Canyon and/or the City shall have the right to terminate this Agreement. Upon termination, Platte Canyon and the City shall receive a refund of whatever monies have been paid to Roxborough and not expended as of the date of such termination and each Party shall thereafter be relieved of any further obligations under this Agreement.

3. **Change Orders.** Except as otherwise provided in this Agreement or hereinafter agreed to in writing by the Parties, Roxborough shall have the sole responsibility, in the reasonable exercise of its discretion, for approving all change orders required for the construction of the Pipeline, including the Shared Pipe. All change orders approved by Roxborough shall require the Parties to pay their allocated percentage of the cost of the change order, as such percentage is defined in Paragraph 5.4 of this Agreement. Roxborough shall notify Platte Canyon and City of the need for any change order at such time as a change order is requested by either the contractor or Roxborough. In the event, any individual change order exceeds 5% of the initial contract price for the Shared Pipe, as reflected in the awarded construction contract, Platte Canyon and City shall be provided three (3) business days in which to approve or disapprove the proposed change order. If Platte Canyon and/or City disapproves the proposed change order and Roxborough determines that the proposed change order should be executed despite such disapproval, then the provisions of Paragraph 3.1, below, shall apply. Further, in the event the total of all change orders for the Shared Pipe exceed 15% of the initial contract price for the Shared Pipe, as reflected in the awarded construction contract, and Platte Canyon and/or City disapprove of the same upon three (3) business days notice from Roxborough of the total amount of all change orders for the Shared Pipe, the provisions of Paragraph 3.1, below, shall apply. All notices related to change orders required by this Paragraph 3 shall be sent via e-mail to the individuals listed in Paragraph 10.

3.1 **Dispute Resolution Procedure.** If the events described in Paragraph 3, above, occur during construction of the Shared Pipe, the dispute resolution procedures set forth in this subparagraph shall be utilized after construction has been completed, but before the final billing adjustment required by Paragraph 6.1, below. A committee composed of two (2) representatives from each of the Parties shall convene to evaluate the cause(s) of the change orders, and whether the change order or orders should be considered Shared Pipe Construction Costs, chargeable to the Parties generally, or whether those costs should be chargeable only to Roxborough or one of the other Parties.

If the Parties can not agree on an allocation of change order costs, then the dispute shall be submitted to an independent Arbiter to be selected by the Parties. If the Parties can not agree on a person to serve as an independent Arbiter, then the immediate Past-President of the Colorado Chapter of the American Consulting Engineer's Council shall select the names of seven (7) Registered Professional Engineers qualified to act as Arbiter of such a dispute. Each Party shall strike two (2) names from the list within ten (10) working days from the date the list is presented. The remaining person shall act as Arbiter. The Arbiter shall allow as Shared Pipeline construction costs, any change orders or order or portions thereof that the Arbiter finds to be reasonable under the circumstances. The Arbiter shall also allocate those costs between and among the Parties as the Arbiter determines appropriate. The Arbiter's decision shall be binding on the Parties.

4. **Phasing of Construction.** Notwithstanding any other provision contained in this Agreement to the contrary, Roxborough shall have the right to construct the Pipeline in such phases as Roxborough determines appropriate; provided, however, that once construction of the Shared Pipe is commenced, it shall be prosecuted diligently to completion. Further, before construction of the Pipeline or any portion thereof commences, Roxborough shall provide the City and Platte Canyon with a construction schedule for the Shared Pipe, so that Platte Canyon and the City can determine when the Shared Pipe shall be constructed, and when it is reasonable to anticipate that Platte Canyon's lift station can be taken out of service.

5. **Construction Cost Payment Obligations.** Subject to the requirements of Paragraph 30, below, each Party shall pay their proportionate share of the Shared Pipe Construction Costs as set forth in Paragraph 5.4, below. Subject to the requirements of Paragraph 30, below, Platte Canyon and City shall pay their proportionate share of Related Costs as set forth in Paragraph 5.3, below.

5.1 **Shared Pipe Construction Costs.** Shared Pipe Construction Costs shall mean all direct charges incurred by Roxborough in constructing the Shared Pipe, but shall not include any Related Costs, as that term is defined in Paragraph 5.2, below. Shared Pipe Construction Costs shall include the direct purchase costs of contracted or Roxborough-furnished materials, construction contract payments, and payments made directly by Roxborough to third-parties for easements or rights of way for the Shared Pipeline. The estimated Shared Pipe Construction Costs are \$ 1,750,000.

5.2. **Related Costs.** Related Costs shall mean all internal and overhead costs incurred by Roxborough in constructing the Shared Pipe, including but not limited to the costs of design and other consultants retained by Roxborough for constructing the Shared Pipe, and shall include, but not be limited to all of the services if provided for or contracted by Roxborough: contract administration, design, review, survey, inspection, materials testing, legal fees, publication costs and costs of posting all applicable notices. Related Costs shall be calculated as a percentage of Shared Pipe Construction Costs.

5.3 **Calculation of Related Cost.** Related Costs for the Shared Pipe, shall be 23% of the actual Shared Pipe Construction Costs. Platte Canyon's share of Related Costs shall be 46.2%, the City's share of Related Costs shall be 7.4%, and Roxborough's Share of Related Costs shall be 46.4%.

5.4 **Each Party's share of Shared Pipe Construction Cost.** Each Party shall be responsible for paying a percentage of the Shared Pipe Construction Cost, which percentage shall be equivalent to each Party's relative percentage of the total capacity of the Shared Pipe, as calculated based upon the expected peak flows set forth in Paragraph 7, below. The Parties agree, based upon their respective capacity demands as set forth in Paragraph 7, below, that the City shall be responsible for payment to Roxborough of 7.4% of the Shared Pipe Construction Cost, Platte Canyon shall be responsible for payment to Roxborough of 46.2% of the Shared Pipe Construction Cost, and Roxborough shall be responsible for payment of 46.4% of the

Shared Pipe Construction Cost. Payments from the City and Platte Canyon shall be made as provided in Paragraph 6, below, of this Agreement.

6. Payment of Shared-Pipe Construction Cost and Related Costs. Subject to the requirements of Paragraph 30, below, the City and Platte Canyon shall pay to Roxborough their respective proportionate shares of the Shared Pipe Construction Cost and Related Costs according to the following schedule:

a) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs, shall be paid at such time as the contractor is on site and starts construction of the Shared Pipe; and

b) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs shall be paid within thirty (30) days after Platte Canyon and the City receive notification from Roxborough that Roxborough has expended 50% of the total estimated Shared Pipe Construction Costs and Related Costs; and

c) one-third (1/3) of each Party's proportionate share of the estimated Shared Pipe Construction Costs and Related Costs shall be paid within thirty (30) days of notification of the completion and acceptance by Roxborough of the Shared Pipe.

6.1 Final Billing Adjustment. Within ninety (90) days after the Shared Pipe has been constructed and accepted by Roxborough, Roxborough shall prepare a final billing adjustment, showing all actual Shared Pipe Construction Costs and Related Costs incurred by Roxborough for the construction of the Shared Pipe. Based upon such actual cost, Roxborough shall then issue a billing adjustment to Platte Canyon and the City. If payments made by Platte Canyon or the City for the Shared Pipe are greater than the amount owed by said Parties under this Agreement, (each Party's share of Shared Pipe Construction Cost plus each Parties' percentage share of Related Costs), Roxborough will refund to the overpaying Party, the difference between the amount paid and the amount owed. Conversely, if the payments made by either Platte Canyon or the City are less than the amounts owed by such Parties, Roxborough will bill the underpaying Party for the difference. This amount shall be paid within 30 days of the billing date.

7. Capacity in Shared Pipe. Based upon peak flows, Roxborough will require 4.766 million gallons per day of capacity in the Shared Pipe, the City will require 0.755 million gallons per day of capacity in the Shared Pipe and Platte Canyon will require 4.747 million gallons per day of capacity in the Shared Pipe. The resulting total combined capacity needed in the Shared Pipe, based upon the Parties' stated peak flow requirements will be 10.268 million gallons per day, which will necessitate the Shared Pipe being sized at 36 inches in diameter. By constructing the Shared Pipe at 36 inches in diameter, it is anticipated that approximately 12.943 million gallons per day of capacity will exist in the Shared Pipe, thus creating approximately 2.675 million gallons per day of additional capacity in the Shared Pipe over and above the flow requirements stated herein. The additional capacity in the Shared Pipe shall be allocated among the Parties as follows: Platte Canyon—1.24 million gallons per day; Roxborough—1.24 million gallons per day; the City—0.20 million gallons per day. The Parties expressly acknowledge that

exceeding the flow capacities established in this Agreement, which flow capacities shall include any additional capacity to which the Parties may be entitled as set forth above, shall constitute a breach of this Agreement, and shall entitle the non-breaching Parties to enforce this Agreement and shall entitle the non-breaching Party or Parties to any and all remedies available at law or in equity, including but not limited to specific performance.

8. **Point of Connection.** The point of connection to the Shared Pipe for Platte Canyon and the City will be located near the Platte Canyon Lift Station (the "Point of Connection"), as determined by Platte Canyon and approved by Roxborough, which approval shall not be unreasonably withheld, conditioned, or delayed. All costs associated with connecting the Platte Canyon Lift Station to the Shared Pipe shall be the sole responsibility of Platte Canyon and the City, as may be more specifically allocated and agreed to by Platte Canyon and the City. Roxborough covenants and agrees that it shall cause the contractor constructing the Shared Pipe to cooperate and coordinate with Platte Canyon's contractor so that the Point of Connection can be constructed as efficiently and economically as is reasonably practical.

9. **Maintenance.** For so long as Roxborough remains the owner of the Shared Pipe, Roxborough shall perform all routine and emergency maintenance on the Shared Pipe, with the costs of such routine and/or emergency maintenance being allocated among the Parties in the percentages established in Paragraph 5.4 above. At such time as the City becomes the owner of the Shared Pipe, the City shall perform all routine and emergency maintenance on the Shared Pipe, with the costs of such routine and/or emergency maintenance being allocated among the Parties in the percentages established in Paragraph 5.4 above. For purposes of this Agreement, routine maintenance shall consist of periodic inspections, periodic cleaning, jetting and videotaping, and shall not include any repair or maintenance that involves excavating or replacing any reach or reaches of the Shared Pipe or replacing any manhole or other physical component thereof. Maintenance that is due to circumstances beyond the reasonable control of Roxborough and that for public health and safety reasons requires the immediate excavation or replacement of any reach or reaches of the Shared Pipe or the immediate replacement of any manhole or other physical component thereof shall be deemed emergency maintenance, the costs of which shall be allocated among the Parties as established in Paragraph 5.4 above. Prior to incurring any maintenance expense (other than emergency maintenance expense) in excess of \$25,000.00, the then owner of the Shared Pipe shall provide the other Parties with copies of the bids for such work, and shall give the other Parties the opportunity to provide reasonable comment and input with regard to the nature and extent and necessity for the routine maintenance.

10. **Notices and Place for Payments.** Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile or e-mail, with a hard copy sent immediately thereafter via First Class U.S. Postal Service, or sent via First Class U.S. Postal Service, postage prepaid and return receipt requested, and addressed to the parties at the information set forth below. Notice shall be considered given when delivered personally and sent by facsimile or e-mail with a hard copy sent immediately thereafter via First Class U.S. Postal Service, and shall be considered received on the earlier of the day on which such notice is

actually received by the party to whom it is addressed, or the third day after such notice is mailed.

If to Roxborough: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125
Attn: Larry D. Moore, General Manager
E-mail: Larry@roxh2o.org

With a copy to: Alan D. Pogue, Esq.
Pogue, Corbetta & O'Leary, P.C.
821 Seventeenth Street, Suite 600
Denver, CO 80202
E-mail: Alan@co-legal.com

If to Platte Canyon: Platte Canyon Water & Sanitation District
8739 West Coal Mine Avenue
Littleton, CO 80123
Attn: Pat Fitzgerald, General Manager
E-mail: PJFitzgerald@plattecanyon.org

With a copy to: Timothy Flynn, Esq.
Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, CO 80228
E-mail: tflynn@cccfirm.com

If to the City: City of Littleton
2255 W. Berry Avenue
Littleton, CO 80165
Attn: Charlie Blosten
E-mail: cblosten@littletongov.org

With a copy to: City of Littleton
2255 W. Berry Avenue
Littleton, CO 80165
Attn: Larry Berkowitz, City Attorney
E-mail: lberkowitz@littletongov.org

11. **Term.** This Agreement shall remain in full force and effect and be binding upon the Parties until terminated by mutual agreement of the Parties.

12. **Amendment.** This Agreement, and each and every of its terms and conditions, may be added to or amended only by the mutual written agreement of the Parties, which agreement shall

be executed with the same formalities as this original Agreement. Special terms and conditions, if any, which are agreed upon by the Parties at the time this Agreement is executed shall be reduced to writing in accordance with this paragraph and appended to this Agreement. Any amendments or modifications not made in accordance with this Paragraph 12 shall be null and void and of no legal force or effect.

13. Assignment. No assignment of any right or obligation contained in this Agreement shall be permitted without the prior written consent of all Parties hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge and consent to the conveyance of the Shared Pipe, together with all maintenance and operations responsibilities thereto, from Roxborough to the City, upon such terms as may be mutually agreed upon by Roxborough and the City, and consented to by Platte Canyon, such consent not to be unreasonably withheld. Nothing herein contained shall preclude Platte Canyon from transferring its rights and obligations under this Agreement to any entity that by reason of any consolidation or dissolution of Platte Canyon, becomes the successor-in-interest to Platte Canyon's sanitary sewer collection system.

14. Enforcement. The parties agree that this Agreement may be enforced in law or equity, for specific performance, injunctive or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado.

15. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to, and only with respect to, the Shared Pipe, including but not limited to the payment of fees, and sets forth the rights, duties, and obligations of each to the other as of the date hereof with respect to the Shared Pipe. Any prior agreements, promises, negotiations, or representations relating to the Shared Pipe and not expressly set forth in this Agreement shall have no force and effect.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

17. No Warranties. Roxborough does not warrant that the Gravity Flow Pipe will be free from interruption caused by accidents or repairs or causes beyond its control. No such interruptions shall render Roxborough liable for damages and the City and Platte Canyon hereby expressly waive and release all claims against Roxborough for damage for stoppages or interruptions of service except as may be caused by the negligent or willful misconduct of Roxborough or its officers, agents or employees. Notwithstanding the foregoing, Roxborough understands that Platte Canyon is contributing to the cost of the Shared Pipe for the express purpose of being able to decommission its sewage lift station and transport sewage by gravity flow into the Shared Pipe. In connection therewith, Platte Canyon is redesigning the line leading into its sewage lift station, and relocating the same for connection to the Shared Pipe. Roxborough covenants and agrees that it will do nothing during construction that would frustrate or make it impossible for Platte Canyon to complete its connection to the Shared Pipe as presently contemplated.

18. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns.

19. **Captions.** The headings of sections and paragraphs are included solely for convenience and reference. If any conflict between any heading and the text of this Agreement exists, the text shall control.

20. **Severance Clause.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions; such remaining provisions shall be fully severable and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted in this Agreement.

21. **Duplicate Originals.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

22. **Governmental Immunity.** Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded any of the Parties pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

23. **Time of Essence.** Time is of the essence in the performance of each and every obligation contemplated herein.

24. **Force Majeure.** A Party hereto shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reasons beyond the control of such Party, or by reasons of any of the following occurrences, whether or not caused by such Party: strikes, labor disturbances or labor disputes of any character, accidents, failure of any governmental approval required for full performance, riots, civil disorder or commotion, war, actions of aggression, floods, earthquakes, acts of God, explosion or similar occurrences, provided that such Party shall exercise its best efforts to provide the best possible alternative performance and to prevent the foregoing occurrences from obstructing the full performance. Such occurrences shall not terminate this Agreement and shall not affect this Agreement except as provided in this section.

25. **Exhibits.** All exhibits referenced herein are attached hereto and incorporated by this reference.

26. **Insurance/Payment and Performance Bonds.** Roxborough shall require its contractor for the Shared Pipe to obtain appropriate insurance coverage and payment and performance bonds related to the construction of the Shared Pipe. Roxborough shall require its contractor to name the City and Platte Canyon as additional insureds on all such policies of insurance and shall require its contractor to name the City and Platte Canyon as additional obligees on all such payment and performance bonds. The City and Platte Canyon shall be named third party beneficiaries as to that portion of the construction contract which is for the Shared Pipe.

27. **No Third Party Beneficiaries.** Nothing in this Agreement shall be interpreted or construed to create any third party beneficiaries of this Agreement. The Parties expressly

acknowledge that it is their intent that no third party beneficiaries be created by this Agreement or any interpretation or construction thereof.

28. **No Agency, Partnership, or Joint Venture.** Nothing in this Agreement shall be interpreted or construed to create any agency, partnership, or joint venture relationship among the Parties. The Parties expressly acknowledge that it is their intent that no agency, partnership, or joint venture relationship be created among them by this Agreement or any interpretation or construction thereof.

29. **Conveyance of Gravity Flow Pipe.** The Parties acknowledge and agree that in consideration of the payment of the City's costs associated with this Agreement, as provided in Paragraph 30, that the City agrees to accept ownership of the Gravity Flow Pipe from Roxborough at such time as Roxborough has satisfied its repayment obligations under that certain Loan Agreement entered into between Roxborough and the Colorado Water Resources and Power Development Authority dated May 1, 2005, or at such earlier time as Roxborough may be permitted to transfer ownership of the Gravity Flow Pipe pursuant to said Loan Agreement. At such time as the City accepts ownership of the Gravity Flow Pipe, Roxborough shall deliver to the City, in a form acceptable to the City, instruments granting to the City all of Roxborough's right, title, and interest in the real property upon which the Gravity Flow Pipe is located.

30. **Payment of City's Costs by Roxborough.** In consideration of the City's agreement to accept conveyance of the Gravity Flow Pipe, as set forth in Paragraph 29, Roxborough agrees to pay all costs chargeable to the City pursuant to this Agreement, other than the City's share of ongoing routine and emergency maintenance costs as set forth in Paragraph 9 herein.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ROXBOROUGH WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]
President

ATTEST:

[Signature]
Secretary

PLATTE CANYON WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: [Signature]
President

ATTEST:

[Signature]
Secretary

THE CITY OF LITTLETON, COLORADO,
SEWER UTILITY ENTERPRISE
a water activity enterprise of the State of Colorado

By: [Signature]

ATTEST:

[Signature]

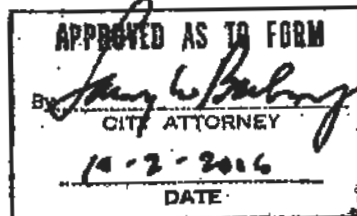
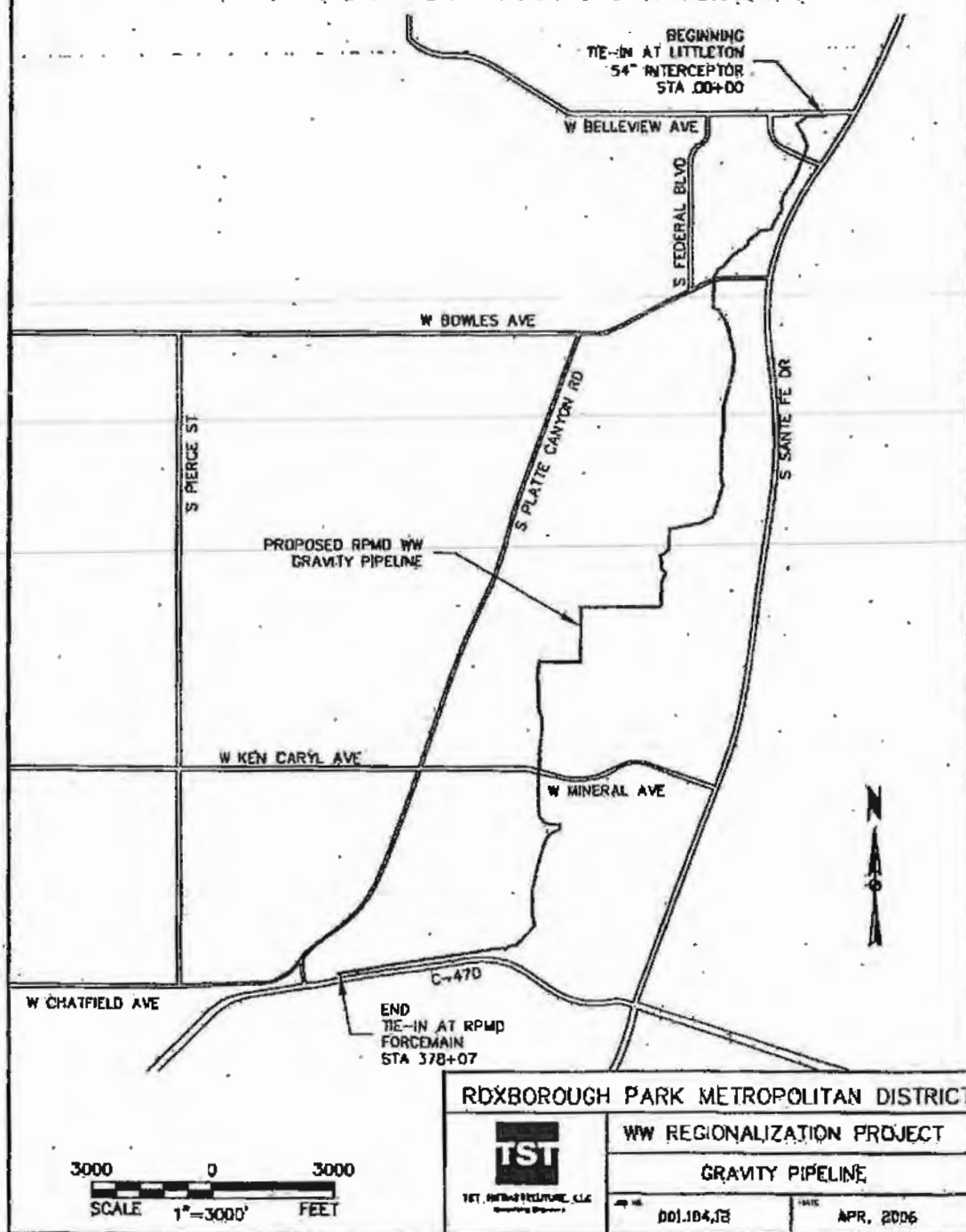


EXHIBIT A - GRAVITY PIPELINE



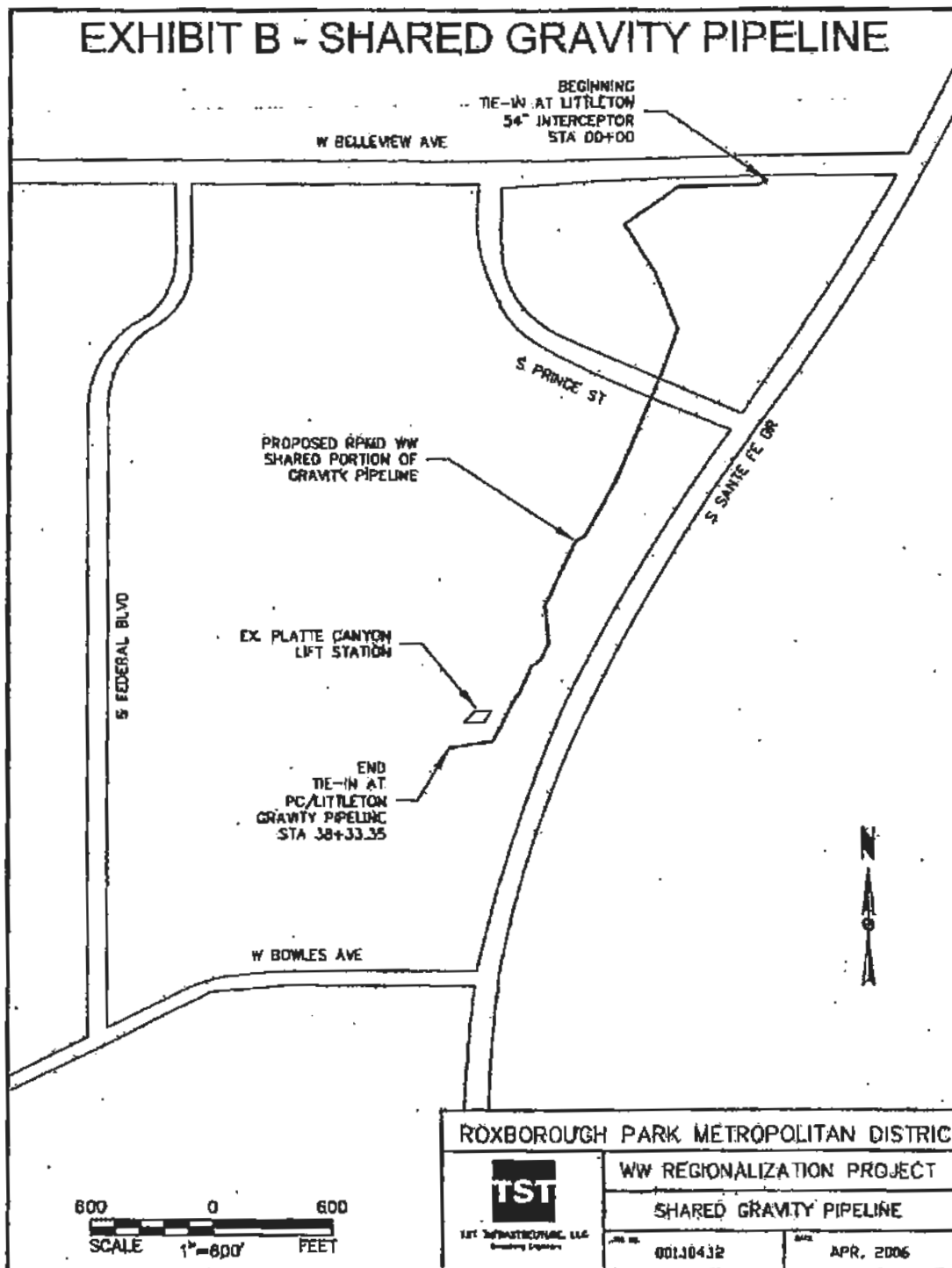


EXHIBIT E

Staff Report Dated September 19, 2006

City of Littleton

Council Communication

Date	Agenda No.	Subject
09/19/06	7(a)	Resolution Authorizing an Intergovernmental Agreement between the City of Littleton, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District Regarding Construction and Ownership of a Sanitary Sewer Interceptor and a Storm Sewer Facilities Conveyance Agreement

Initiated By:	City Staff, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District
Action Proposed:	Approve Resolution to Enter into an Intergovernmental Agreement and Facilities Conveyance Agreement
Presented By:	Charles Blosten, Public Services Director

INTRODUCTION

The purpose of this communication is to present to city council a resolution authorizing an Intergovernmental Agreement (IGA) between the City of Littleton, Colorado Sewer Utility Enterprise, acting through City Council as its governing body (city), the Platte Canyon Water and Sanitation District (Platte Canyon) and the Roxborough Water and Sanitation District (Roxborough) to provide funding for construction and establish ownership of a sanitary sewer interceptor along the west side of the South Platte River. The resolution also authorizes a Facilities Conveyance Agreement for a public storm sewer installed by Roxborough within the city.

HISTORY AND FACTS

The city provides wastewater service to properties within eight sanitation districts located outside the city limits. Sewer service to those districts is authorized by a Sewer Service Agreement with the city. Each agreement stipulates the city will accept wastewater from the district into an interceptor sewer that is owned and operated by the city. The interceptor sewer conveys wastewater to the Littleton/Englewood Wastewater Treatment Plant for required treatment. The city presently accepts wastewater from Platte Canyon into our sewer interceptor on the east side of the South Platte River, near West Crestline Avenue. Platte Canyon owns and operates a sewage lift station on the west side of the river, which pumps wastewater beneath the river and up into the city's sewer interceptor. The area of Littleton west of the river is generally north of Bowles Avenue to Berry Avenue and west of the River to Lowell Boulevard which is not served by the Platte Canyon Water and Sanitation District. The Platte Canyon sewer connects to their lift station, as authorized by Platte Canyon's Sewer Service Agreement. Littleton makes an annual payment to Platte Canyon for operation, maintenance and the future replacement of the lift station, based on its percentage of flow through the facility.

On September 7, 2004, the city signed a Sewer Service Agreement with Roxborough to provide conveyance and treatment of that district's wastewater. Roxborough Park community is located south of the Chatfield Reservoir and east of the South Platte River. This fall, Roxborough is scheduled to begin construction of a new gravity sewer line along the west side of the South Platte River, from State Highway C-470 and eventually connect to the city's 54" interceptor sewer located just west of Santa Fe Drive at Zuni Street. The Roxborough sewer line will cross under the river to the west side then proceed south to the Roxborough Park. This gravity flow sewer will pass by Platte Canyon's sewage lift station.

Date	Agenda No.	Subject
09/19/06	7(a)	Resolution Authorizing an Intergovernmental Agreement between the City of Littleton, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District Regarding Construction and Ownership of a Sanitary Sewer Interceptor and a Storm Sewer Facilities Conveyance Agreement

Platte Canyon and the city asked Roxborough to consider allowing the inflow sewer to the lift station to be connected to the proposed Roxborough gravity sewer. In order to do so, the Roxborough sewer needed to be enlarged from the lift station north to the city's interceptor. By making this connection, the lift station will no longer be necessary and could be removed by Platte Canyon.

This proposed IGA will establish each party's cost share for design and construction of an enlarged Roxborough sewer and designate ownership of the sewer line in Littleton.

This past summer, Roxborough relocated the existing storm sewer in the Belleview Avenue / Zuni Street intersection, to eliminate a conflict with Roxborough's proposed gravity sewer. The storm sewer provides drainage runoff control of the frontage road and the business properties south of Belleview Avenue and west of Santa Fe Drive to the river. This storm sewer should be owned and operated by the city as the public street drains to the river via this storm sewer. Appropriate drainage easements have been or will be dedicated to the city. The Facilities Conveyance Agreement will establish the city's ownership of the existing storm sewer.

FINANCIAL DETAILS

The cost of Roxborough's enlarged pipeline, from Platte Canyon's lift station sewer to the connection with the city's 54" sewer interceptor, is to be shared by Roxborough, Platte Canyon and the city based on the percentage of flow generated by properties within the boundary of each entity. The percentages break down is as follows:

Roxborough	46.4%
Platte Canyon	46.2%
Littleton	7.4%
TOTAL	100%

Littleton makes an annual operations and maintenance payment to Platte Canyon for our share of the costs of operating the existing lift station. Those annual payments from 1977 through 2005, for the years where documentation could be found, total \$97,635. Converting this total to an equivalent amount in 2005 dollars (based on 3% annual inflation), it yields a total of \$157,170 which converts to an annual payment of \$6,287 (in 2005 dollars).

Roxborough has paid for the entire \$171,622 cost to relocate the city's storm sewer at West Belleview Avenue and South Zuni Street, to be covered under the Facilities Conveyance Agreement.

LEGAL OPINION

The City Attorney has reviewed the IGA, Facilities Conveyance Agreement and the Resolution and all have been approved as to form.

Date	Agenda No.	Subject
09/19/06	7(a)	Resolution Authorizing an Intergovernmental Agreement between the City of Littleton, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District Regarding Construction and Ownership of a Sanitary Sewer Interceptor and a Storm Sewer Facilities Conveyance Agreement

CONFLICTS AND/OR COMPLICATIONS

The standard Sewer Service Agreement executed with each district states the city will accept untreated sewage from the district properties. The Sewer Service Agreement also designates a point of connection for each district. Compliance with this provision does not allow Platte Canyon to connect their sewer to the Roxborough sewer, but requires the point of connection to be a line owned and operated by the city. Under the proposed IGA, the city will accept ownership of the sewer to be constructed by Roxborough, once all bonds and financing costs have been paid by Roxborough. To facilitate possible additional, future connections to the sewer, the city will ultimately accept ownership of the gravity sewer to be constructed by Roxborough north of C-470.

In return for the city assuming future costs of operation and maintenance of that sewer, Roxborough has agreed to pay the entire amount of Littleton's initial share of gravity flow sewer construction costs, estimated to be approximately \$129,500. So the city's cost as a result of entering into this IGA, will be zero. Littleton has been paying an average of \$6,287 each year to Platte Canyon for the city's share of the lift station O&M costs. Once the Platte Canyon sewer bypasses their lift station and connects to the Roxborough sewer, this annual fee payment will be reduced to zero. The cost of maintaining the Roxborough gravity sewer is estimated to be less than the current amount paid by the city for the Platte Canyon lift station.

The existing Platte Canyon lift station is about 28 years old. It is approaching the end of its service life, and in the near future may need to be completely replaced. The existing Sewer Service Agreement would require the city to pay a portion of the cost to replace the lift station. If Platte Canyon sewer connection to the Roxborough sewer is not made, Platte Canyon will eventually have to proceed with the replacement of the lift station facility. Littleton's cost share for that work could exceed \$50,000. This amount would be in addition to normal lift station O&M costs.

CONCLUSION AND RECOMMENDATIONS

Staff recommends approval of both Agreements.

Date	Agenda No.	Subject
09/19/06	7(a)	Resolution Authorizing an Intergovernmental Agreement between the City of Littleton, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District Regarding Construction and Ownership of a Sanitary Sewer Interceptor and a Storm Sewer Facilities Conveyance Agreement

SUGGESTED MOTION

I move that the resolution authorizing an Intergovernmental Agreement between the City of Littleton, Colorado Sewer Utility Enterprise, acting through City Council as its' governing body, the Platte Canyon Water and Sanitation District and the Roxborough Water and Sanitation District, and also a Facilities Conveyance Agreement be approved and the Council President be authorized to affix his signature thereto.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

fb\word\roxpcc

EXHIBIT F

Gravity Interceptor Sewer Right-of-Way Map



1500 0 1500 3000
scale 1:1500 feet

ROXBOROUGH PARK METROPOLITAN DISTRICT	
WASTEWATER REGIONALIZATION PROJECT	
WASTEWATER PIPELINE EASEMENT/OWNERSHIP DELINEATION	
TST TERRACON CONSULTING, LLC Engineering Solutions	DATE: FEBRUARY 2008

EXHIBIT G

**James and Kathleen Ackerman
Assignment of Easement Agreement**

**Department of Natural Resources
Colorado Water Conservation Board
Assignment of Easement Agreement**

**Robert J. Reindl
Assignment of Easement Agreement**

**Ira and Susan Sealy
Assignment of Easement Agreement**

**South Suburban Park and Recreation District
Assignment of Easement Deed**

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcels Nos. 1 and 3)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, James and Kathleen Ackerman ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated December 30, 2005, and recorded in the Arapahoe County Clerk and Recorder's Office on March 24, 2006, at Reception No. B6045832, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer lines, pipes, buried or underground water and sanitary sewer improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all its right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District said assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

EASEMENT AGREEMENT

Sewer Line Easement

(Littleton Pipeline Extension Parcels Nos. 1 and 3)

For and in consideration of the compensating amount described in Paragraph 9 herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **James and Kathleen Ackerman**, having an address of 2410 West Bellevue Avenue, Lot 2, Littleton, Colorado 80120 (the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road Littleton, CO 80125 (the "District"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer lines, pipes, buried or underground water and sanitary sewer improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described and shown in **Exhibits 1 and 2** attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises"). Such Easement is granted by Grantor and is accepted by District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises without prior written approval from the District; however,

such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premise.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action, which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all

rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary non-exclusive construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. In consideration for Grantor's interest of the Easement, the District agrees to pay Grantor an amount of Nineteen Thousand Nine Hundred Twenty-Four Dollars and thirty-two cents (\$19,924.32).

10. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

12. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the

maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements. District agrees that for a period of one (1) year following construction which involves disturbance of the surface of the ground of the Premises directly above the constructed pipeline, the District will maintain the surface elevation and quality of the soil and/or asphalt by correcting any settling or subsiding that may occur as a result of the work done by District.

13. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

14. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 *et seq.*, C.R.S., as it currently exists, or may hereafter be amended.

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this 30th day of December, 2005.

GRANTOR:


JAMES ACKERMAN

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 30 day of December, 2005, by James Ackerman.

WITNESS my hand and official seal.




Notary Public

My Commission Expires: 11/21/2006

My Commission Expires 11/21/2006

GRANTOR:

Kathleen Ackerman
KATHLEEN ACKERMAN

STATE OF COLORADO)
)ss.
COUNTY OF Alamosa)

The foregoing instrument was acknowledged before me this 30 day of December, 2005, by Kathleen Ackerman.

WITNESS my hand and official seal.



Hilda A. Rodriguez
Notary Public

My Commission expires: 11/21/2006
My Commission Expires 11/21/2006

DISTRICT:

**ROXBOROUGH PARK
METROPOLITAN DISTRICT**, a quasi-
municipal corporation and political
subdivision of the State of Colorado

By: Larry D. Moore
Its: General Manager

ATTEST:

Diane K. Morsey

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 3rd day of
January, 2006 by Roxborough Park Metropolitan District, a quasi-municipal
corporation and political subdivision of the State of Colorado, by
Larry D. Moore, General Mgr (title).

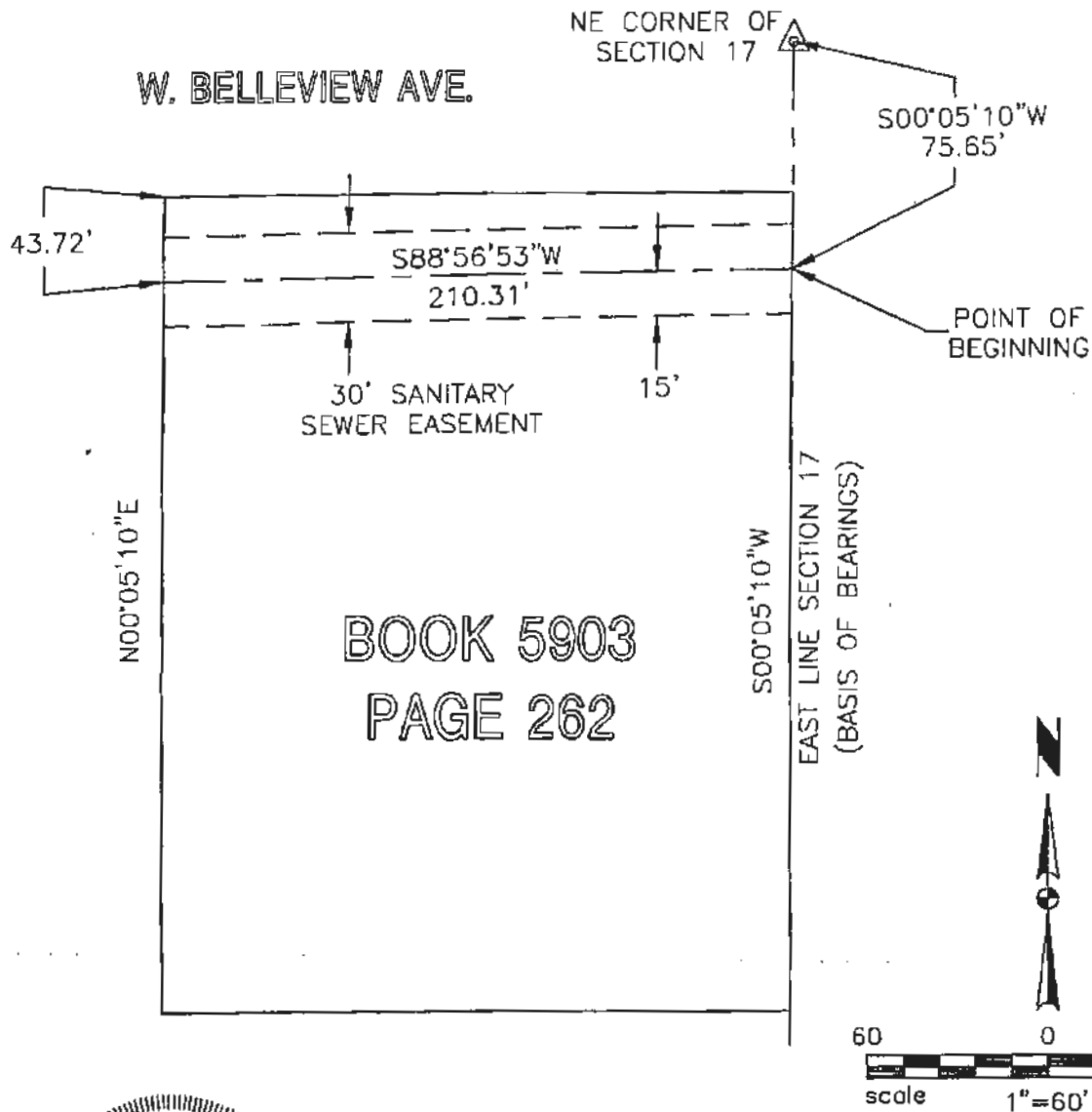


Victoria C. Nalen
Notary Public

My commission expires: My Commission Expires 1/18/2006


EXHIBIT 1

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

COLORADO REGISTERED
MICHAEL C. CREGGER
22564
Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
12/19/05

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (1)	
	JOB NO. 001.104.09	DATE JUNE 2005

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30 FOOT WIDE STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 5903 AT PAGE 262, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10" WEST, 75.65 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL AND THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID EAST LINE, SOUTH 89°56'53" WEST, 210.31 FEET TO THE WEST LINE OF SAID PARCEL AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST AND WEST LINES OF SAID PARCEL. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 6309 SQUARE FEET (0.14 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/19/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


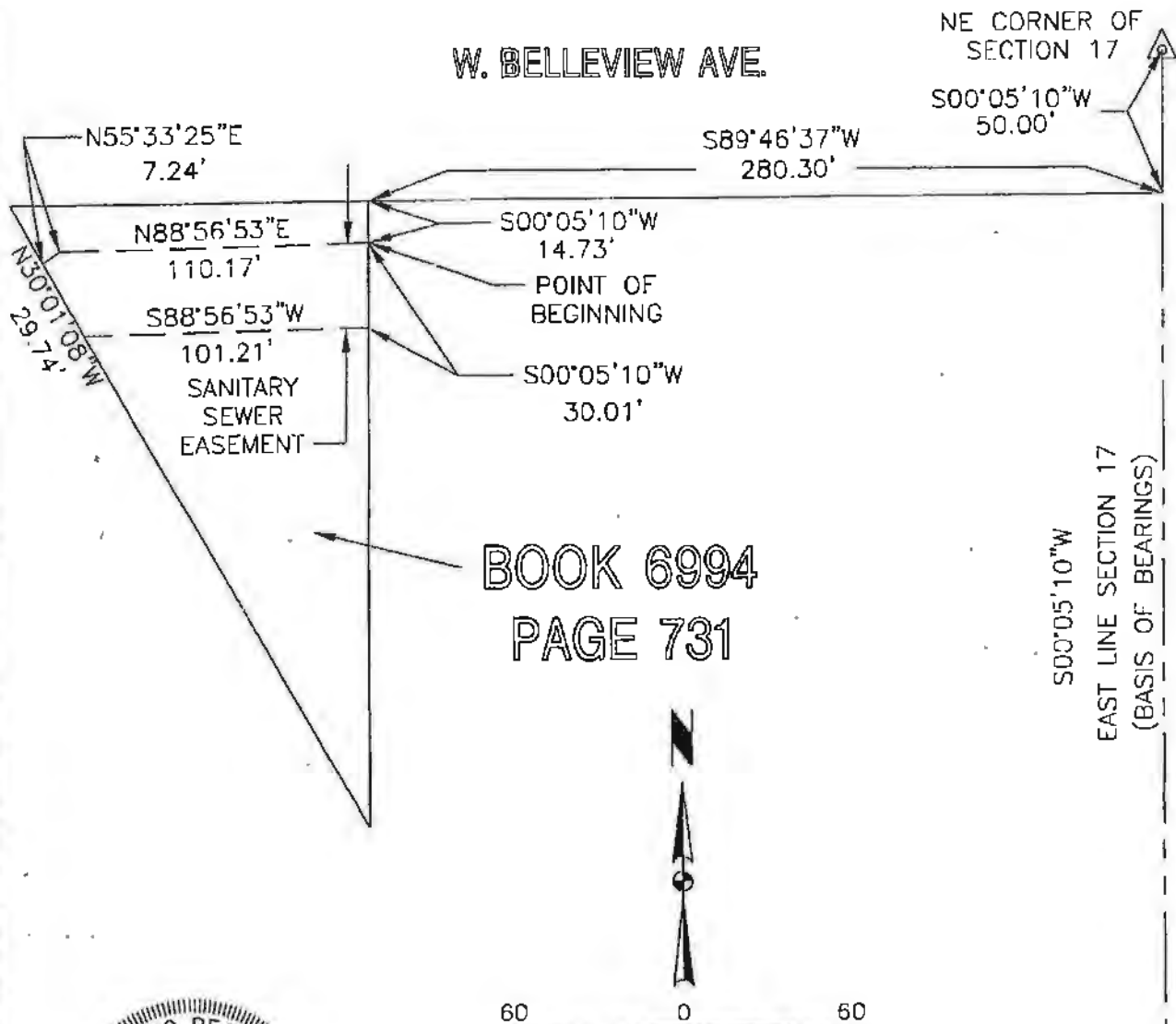
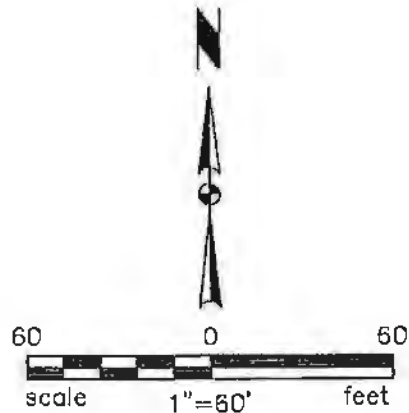
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (1)	
	JOB NO. 001.104.09	DATE JUNE 2005

EXHIBIT 2

PARCEL 2
SANITARY SEWER EASEMENT
 NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO




BOOK 6994
 PAGE 731



Michael C. Cregger
 12/19/05

SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (3)	
JOB NO.	001.104.09	DATE JUNE 2005

PARCEL 2
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN THE DEED RECORDED IN BOOK 6994 AT PAGE 731, IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

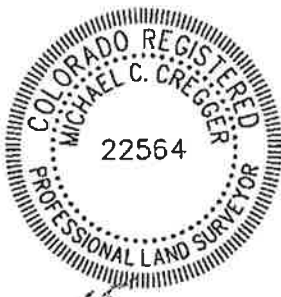
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10"WEST, 50.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°46'37"WEST, 280.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 14.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 30.01 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 88°56'53"WEST, 101.21 FEET TO THE WEST LINE OF SAID PARCEL; THENCE ALONG SAID WEST LINE, NORTH 30°01'08"WEST, 29.74 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 55°33'25"EAST, 7.24 FEET; THENCE NORTH 88°56'53"EAST, 110.17 TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3278 SQUARE FEET, (0.08 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 12/19/05

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ACKERMAN, JAMES & KATHLEEN (3)	
	JOB NO. 001.104.09	DATE JUNE 2005

ASSIGNMENT OF EASEMENT AGREEMENT

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, the State of Colorado, acting by and through the Department of Natural Resources, Colorado Water Conservation Board ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated March 30, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on April 7, 2006, at Reception No. B6054374, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, the Easement Agreement provides the District with a nonexclusive easement ("Easement") upon certain real property located in the County of Arapahoe, State of Colorado, as more specifically described therein (the "Property"), for the construction, operation and maintenance by the District of a waste water pipeline (the "Improvements") for a period of twenty-five years on Grantor's Property; and

WHEREAS, subsequent to the execution and recording of the Easement Agreement, the alignment of the pipeline to be constructed on certain parcels described in the Easement Agreement was modified and the parties executed an "Amendment to Easement Agreement", dated November 18, 2007, and recorded in the Arapahoe County Clerk and Recorder's Office on December 4, 2007, at Reception No. B7152234, to correct the map and legal description contained in the Easement Agreement to account for the realignment of the pipeline on the Property, a copy of which is attached hereto as Exhibit B ("Amendment to Easement Agreement"); and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, pursuant to Paragraph 16 of the Easement Agreement, Grantor and the District understood and agreed that the District intended to assign its easement interest in the Property to the City, and the District agreed to provide written notice to Grantor of said assignment; and

WHEREAS, the District desires to assign and transfer all its right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement to the City; and

WHEREAS, the City is willing to accept said assignment of the District's right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement from the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to and under that certain Easement Agreement attached hereto as Exhibit A, and as amended in that certain Amendment to Easement Agreement attached hereto as Exhibit B.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to and under the Easement Agreement and Amendment to Easement Agreement.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to and under the Easement Agreement and Amendment to Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice to Grantor of this Assignment.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

Reception #: B6054374

Receipt #: 5277377

Recording Fee: \$101.00

Pages Recorded: 20

Date Recorded: 4/7/2006 1:00:28 PM



EASEMENT AGREEMENT

Grantee: Roxborough Park Metropolitan District

Description: 7 miles of wastewater gravity pipeline west side of South Platte River

Date: March 2006

THIS EASEMENT AGREEMENT is made and entered into this 30 day of March, 2006 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 Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO, 80125 (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 Improvement Project; 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 constructing and maintaining the Improvement Project; and

WHEREAS, the Grantee wishes to acquire and the Grantor is willing to grant a twenty-foot (20') wide non-exclusive easement for the construction, operation and maintenance of a waste water pipeline on the Grantor's property within the Improvement Project; and

WHEREAS, the Grantor approved granting such an easement to the Grantee at the Grantor's March 2005 meeting.

WITNESSETH:

That, for and in consideration of a one-time payment of fifty thousand dollars (\$50,000) 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 grants to Grantee a nonexclusive easement upon the following property (hereinafter, the "Property") located in the County of Arapahoe, State of Colorado, to wit:

DRAWINGS AND LEGAL DESCRIPTIONS OF THE EASEMENTS' AREAS ARE ATTACHED HERETO AND INCORPORATED HEREIN AS PARCEL 1, SANITARY SEWER EASEMENT, PARCEL 2, SANITARY SEWER EASEMENT, PARCEL 3, SANITARY SEWER EASEMENT, PARCEL 4, SANITARY SEWER EASEMENT, AND PARCEL 5, SANITARY SEWER EASEMENT (CONSISTING OF A TOTAL OF THIRTEEN (13) PAGES).

TO HAVE AND TO HOLD, subject to the covenants and agreements hereinafter expressed, for the purpose of using the Property for a waste water pipeline for a period of twenty-five (25) years, to commence upon execution of this Easement Agreement.

GRANTOR AND GRANTEE MUTUALLY EXPRESSLY COVENANT AND AGREE:

1. 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.
2. This easement is non-exclusive and the grant of easement is subject to and subordinate to 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.
 3. 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.
 4. 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 United States Army Corps of Engineers and the Colorado Water Conservation Board ("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. The Grantee shall cooperate with the Grantor and its designees in the performance of its maintenance and operational requirements. Noncompliance by the Grantee with this provision shall be grounds for immediate termination of this Easement Agreement by the Grantor.
 5. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the Property.
 6. 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 and officers of the State of Colorado as required by §24-82-202 C.R.S., as amended, or such assistants as they may designate.
 7. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land unless otherwise specifically noted.
 8. 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.
 9. 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 prior or contemporaneous 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 as required by the Colorado Revised Statutes, as amended, or such assistants as they may designate.
 10. 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 conformed copy of the recorded easement.
 11. Any notice required or permitted by this Easement Agreement may be delivered in person 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:

Grantor:
Joe Busto
Colorado Water Conservation Board
Flood Protection Section
1313 Sherman Street, Rm 721
Denver, CO 80203

Grantee:
Roxborough Park Metropolitan District
Attn: District Manager
6222 North Roxborough Road
Littleton, CO 80125

cc: State Buildings and Real Estate Programs

cc: Alan D. Pogue, Esq.

Attn: Real Estate Specialist
1313 Sherman Street, Suite 319
Denver, CO 80203

White, Bear and Ankele, Professional Corporation
1805 Shea Center Drive, Suite 100
Highlands Ranch, CO 80129

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

12. 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, oil and gas in or under said easement.
13. 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.
14. This Easement Agreement shall be governed by the laws of the State of Colorado.
15. 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 and the Grantee to the above cited laws.
16. The parties hereto understand and agree that it is the intent of Grantee to assign its easement interest in the Property to the City of Littleton, Colorado. All provisions of this agreement apply to the City of Littleton, or any other successors or assigns, upon assignment of the easement. In the future, when the Grantee desires to assign this Easement to the City of Littleton, Colorado, the District agrees to provide written notice to the Grantor of this assignment. Furthermore, Grantee agrees to record the Assignment of Easement in the records of the Arapahoe County Clerk and Recorder, Colorado. Any additional other assignments of this Easement shall not be made in whole or in part, by either Party without the prior written consent of the other Party.

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 construction and maintenance of the waste water pipeline. Upon non-renewal, abandonment or termination of any of the Grantee's rights or privileges under this Easement Agreement, the Grantee's rights to access shall terminate.

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. 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 it will consent to share the Property, provided the proposed additional easements or rights-of-way do not materially interfere with the purposes for which this easement is granted.
2. In the event of termination, 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 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, the easement is automatically terminated, 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. No act or omission on the part of any beneficiary of this paragraph shall be a waiver of the operation or enforcement of the paragraph.

4. It shall be the sole responsibility of the Grantee to obtain all necessary and applicable local, state and federal approvals and permits for the purposes set forth herein. Grantee agrees to comply with all rules, regulations and policies authoritatively promulgated pertaining to the use of the easement lands, including but not limited to local, state and federal flood plain regulations. 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. 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 Acord Form 25 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 established by the Colorado Governmental Immunity Act (Article 10, Title 24, C.R.S.), both now and as hereafter amended.
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 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. Prior to restoring the property, Grantee shall submit a reclamation plan to Grantor for review and approval to ensure Grantor's property shall be restored as closely as possible to the original condition after construction of the project by the 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 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 improvements constructed 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 sole discretion, 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 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.
10. The Grantee understands and agrees that its facilities 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 Chatfield Downstream Channel Improvement Project by the Grantor, the Grantor's designees, or the Corps.
11. All proposed facilities to be constructed, owned, operated, and maintained by Grantee within the Improvement Project right-of-way or within any identified major drainage shall be reviewed and approved for construction by the Urban Drainage and Flood Control District ("UDFCD"). Any facilities that can qualify for UDFCD maintenance eligibility shall be done in accordance with UDFCD Guidelines for Maintenance Eligibility of Flood Control Facilities

Constructed by Others, September 2000, or as hereafter amended, and the Urban Storm Drainage Criteria Manual (USDCM).

12. 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:
State of Colorado
Bill Owens, Governor
Acting by and through the
Department of Natural Resources, Colorado Water
Conservation Board
By: [Signature]
For the Executive Director

APPROVED:

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

By: [Signature]
For the Executive Director

Grantee:
Roxborough Park Metropolitan District, a quasi-municipal
corporation and political subdivision of the State of Colorado

By: [Signature]
Title: General Manager

Attest (Seal)

By: [Signature]
Secretary

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

By: [Signature]
Jennifer Mcle, No. 30720
Assistant Attorney General
Natural Resources & Environment Section

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28 day of March, 2006, by
on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 2/12/07

[Signature]
Notary Public

STATE OF COLORADO)
) ss.

COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 21st day of March, 2006, by Larry D. Moore as Gen Mgr of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado on behalf of the Grantee. Witness my hand and official seal.

My commission expires

~~My Commission Expires~~
01/18/2010

Victoria C. Nolen

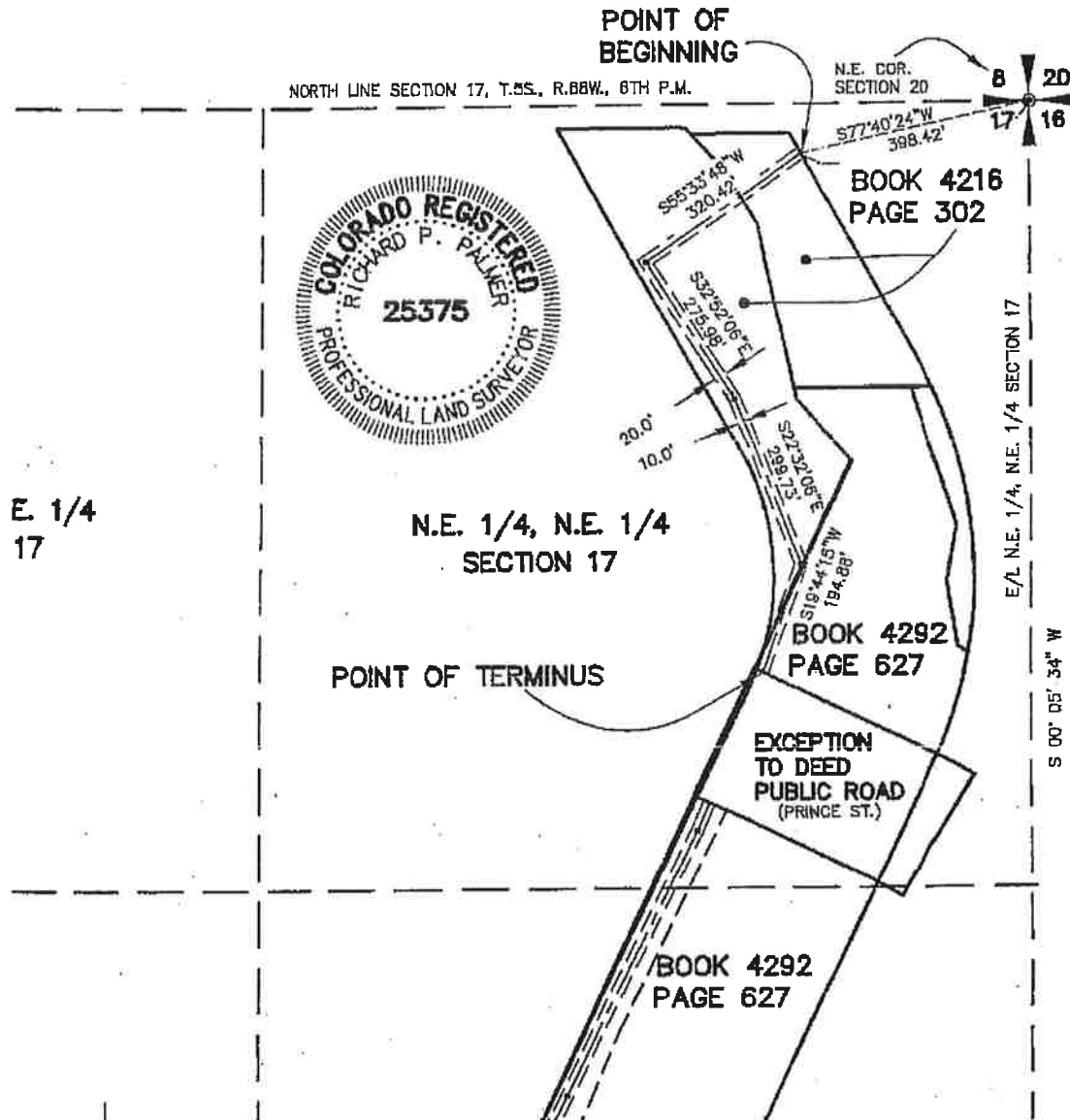
Notary Public

RPMD\Littleton Pipeline\CWCB Wastewater V4 Clean \CBU1703030906
0011.0508.1

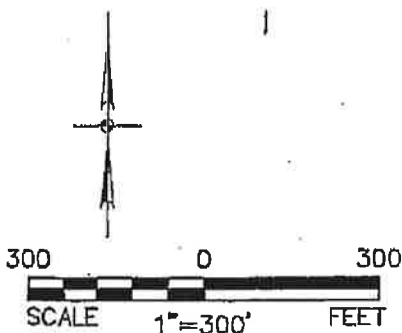



PARCEL 1 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST INFRASTRUCTURE, LLC Consulting Engineers		SANITARY SEWER EASEMENT	
		COLORADO WATER CONSERVATION BOARD 4, 4-A & 4-B	
JOB NO.		DATE	
001.104.09		DEC 2005	

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 1 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4216, PAGE 302 AND BOOK 4282, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 17 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4216, PAGE 302, THAT BEARS S. 77°40' 24" W., 398.42 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 55°33'48" W., 320.42 FEET; THENCE S. 32°52' 06" E., 275.98 FEET; THENCE S. 22°32' 06" E., 299.73 FEET; S. 19°44' 15" E., 194.88 TO A POINT IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PRINCE STREET AND THE TERMINUS OF SAID CENTERLINE.



12/12/05
DATE

SHEET 2 OF 2

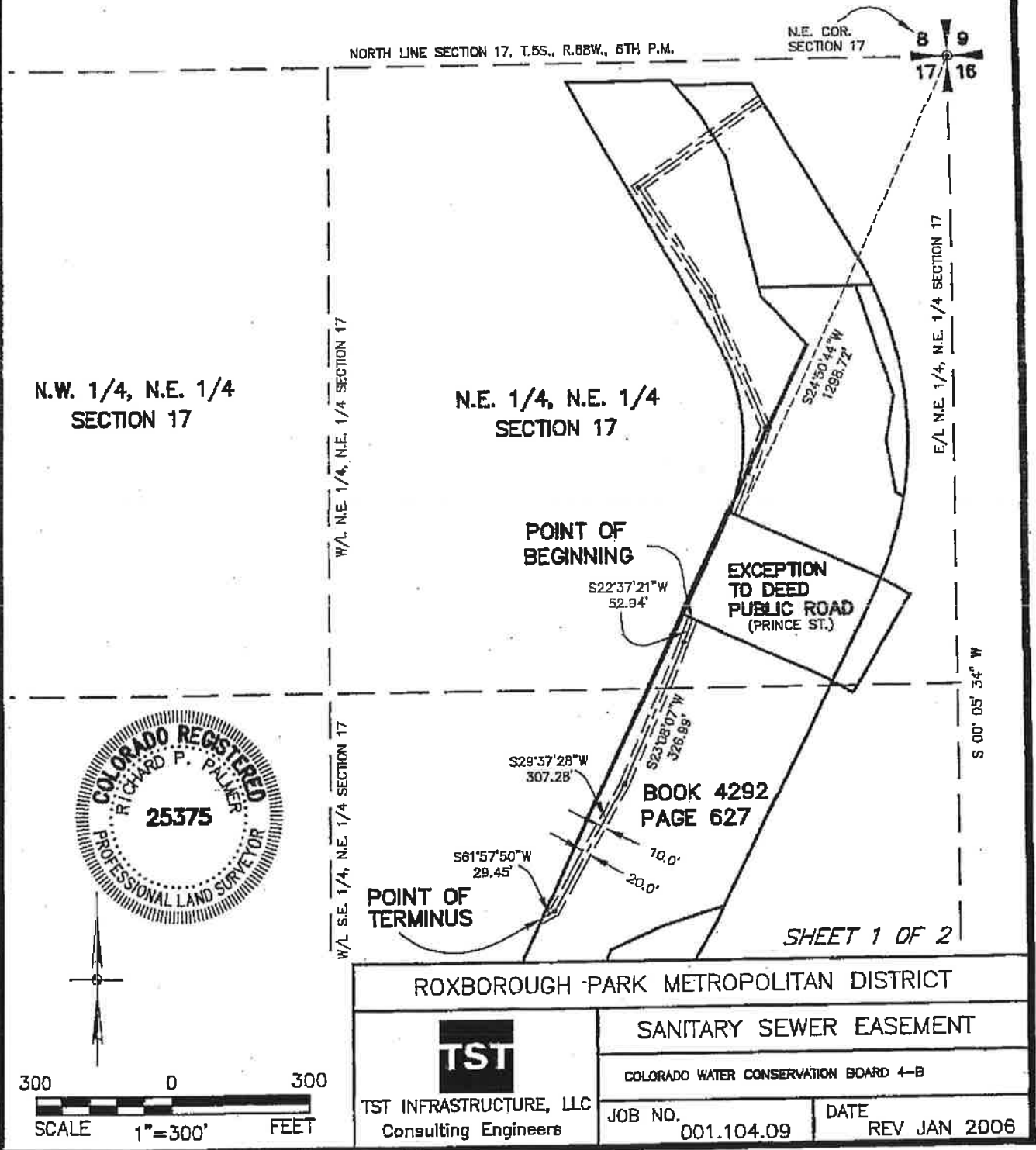
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4, 4-A & 4-B	
	JOB NO. 001.104.09	DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2 SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2 SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4292, PAGE 627, SAID POINT BEING COINCIDENT WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PRINCE STREET, THAT BEARS S. 24°50' 44" W., 1298.72 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 22°37'21" W., 52.94 FEET; THENCE S. 23°08' 07" W., 326.99 FEET; THENCE S. 29°37' 28" W., 307.28 FEET; THENCE S. 61°57' 50" W., 29.45 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BOOK 4292, PAGE 627 AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER, CO. DATE
COLORADO REGISTRATION NO. 25375

SHEET 2 OF 2

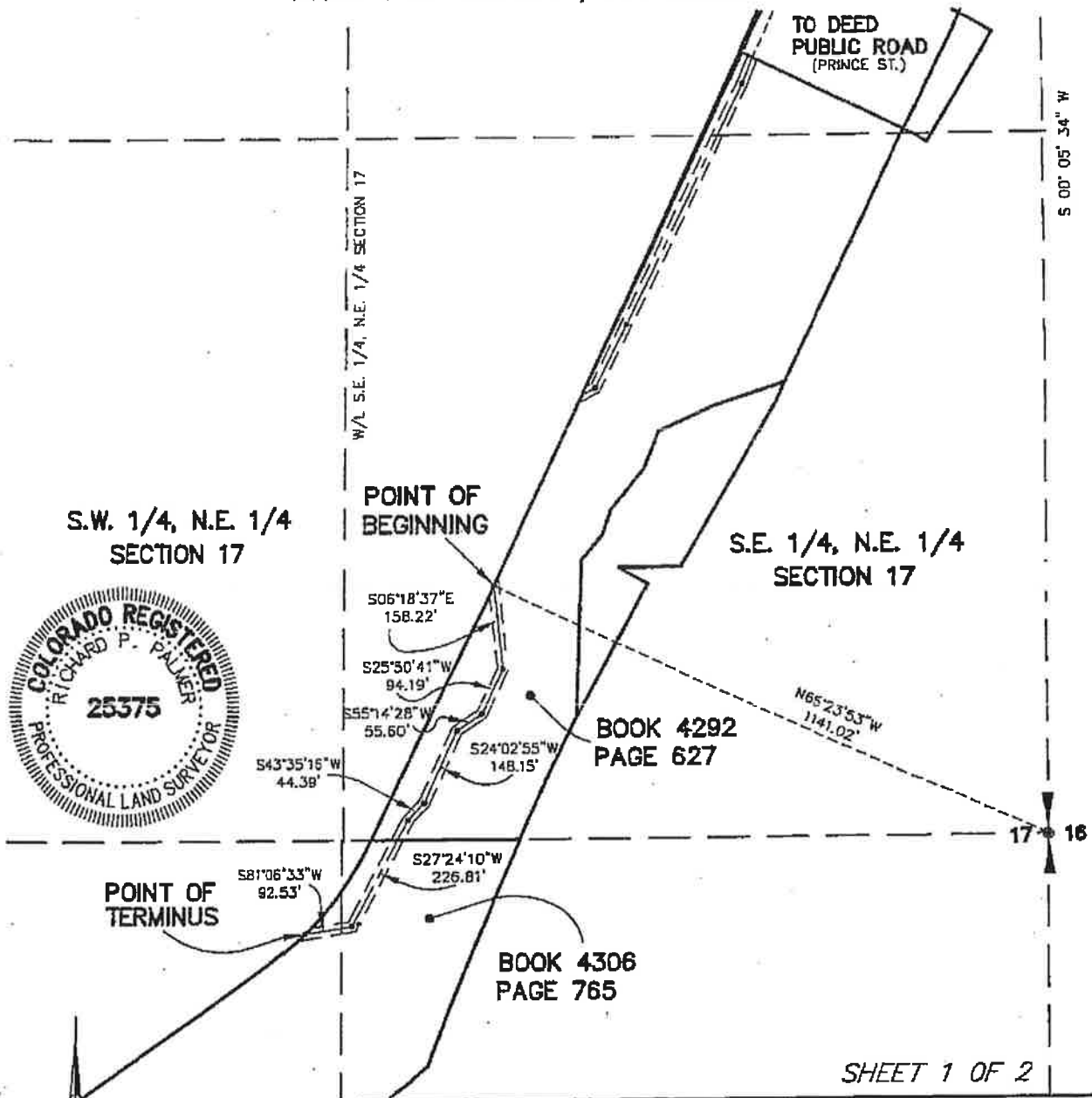
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B	
	JOB NO. 001.104.09	DATE REV JAN 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 3 SANITARY SEWER EASEMENT

E. 1/2 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 4-B (2)	
TST TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE REV MAR 2006

PARCEL 3 SANITARY SEWER EASEMENT

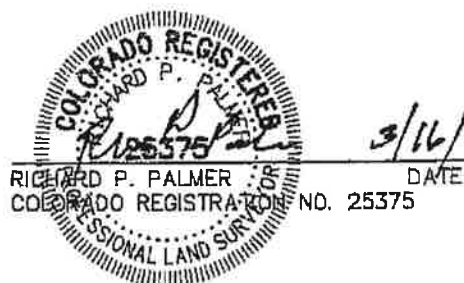
E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT


A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627 AND BOOK 4306, PAGE 765, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID BOOK 4292, PAGE 627, THAT BEARS N. 65°23' 53" W., 1141.02 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 17; THENCE S. 06°18' 37" E., 158.22 FEET; THENCE S. 25°50' 41" W., 94.19 FEET; THENCE S. 55°14' 28" W., 55.60 FEET; THENCE S. 24°02' 55" W., 148.15 FEET; THENCE S. 43°35' 16" W., 44.39 FEET; THENCE S. 27°24' 10" W., 226.81 FEET; THENCE S. 81°06' 33" W., 92.53 FEET TO A POINT IN THE WEST LINE OF SAID BOOK 4306, PAGE 765 AND THE TERMINUS OF SAID CENTERLINE.



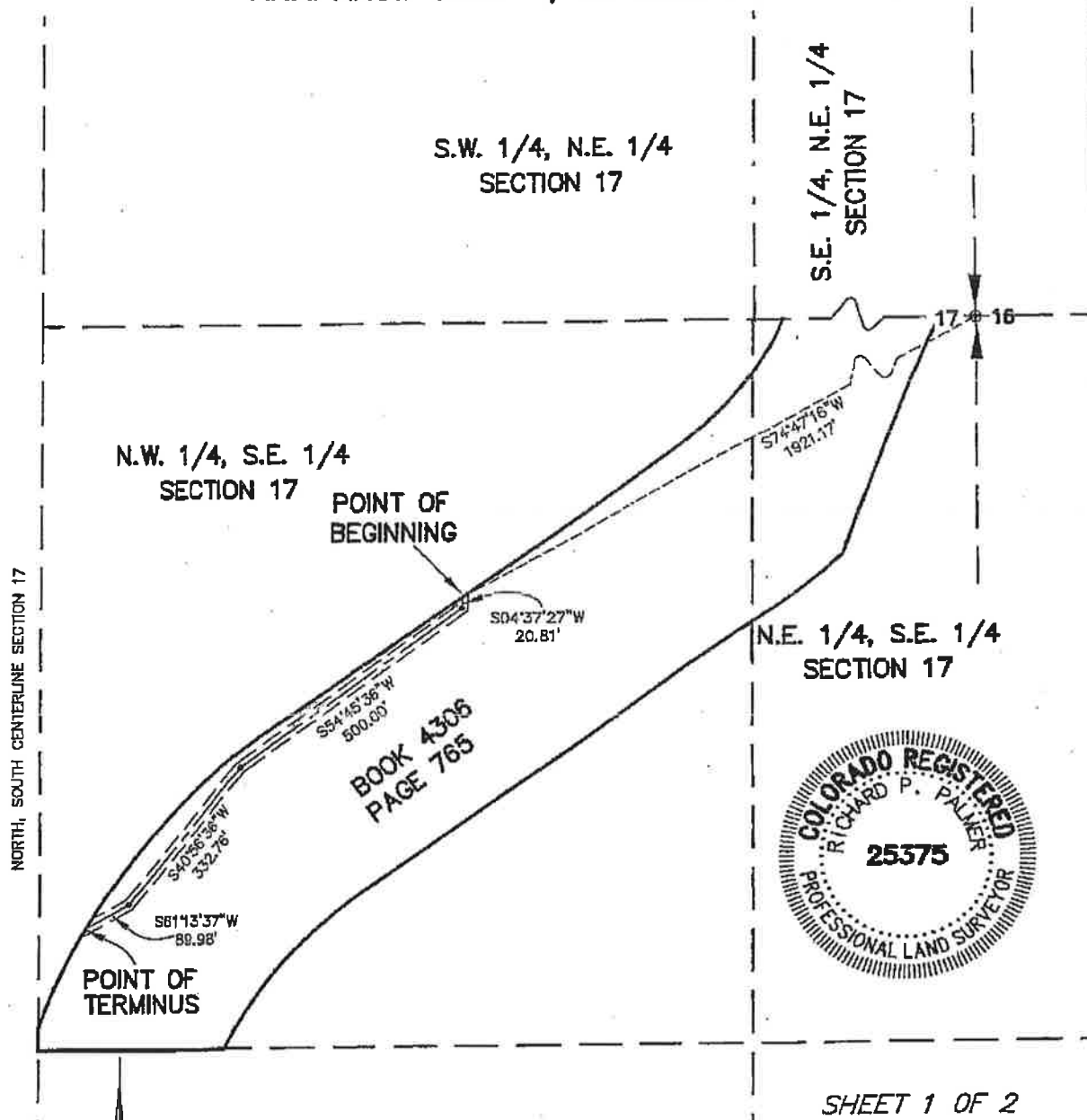
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	COLORADO WATER CONSERVATION BOARD 4-B (2)
JOB NO. 001.104.09	DATE REV JAN 2006

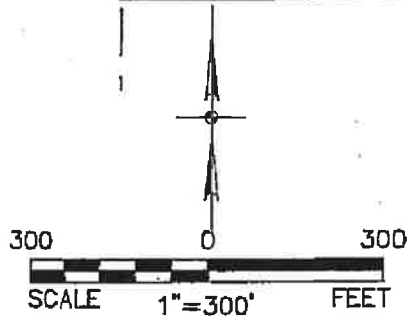
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT
N.W. 1/4, S.E. 1/4 SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 4-B (3)	
JOB NO.	DATE
001.104.09	DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT
N.W. 1/4, S.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT


A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4306, PAGE 765, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4306, PAGE 765, THAT BEARS S. 74°47' 16" W., 1921.17 FEET FROM THE EAST ONE-QUARTER CORNER OF SAID SECTION 17; THENCE S. 04°37' 27" W., 20.81 FEET; THENCE S. 54°45' 36" W., 500.00 FEET; THENCE S. 40°56' 36" W., 332.76 FEET; THENCE S. 61°13' 37" W., 89.98 FEET TO A POINT OF NON-TANGENT CURVATURE ON SAID WESTERLY LINE OF SAID BOOK 4306, PAGE 765 AND THE TERMINUS OF SAID CENTERLINE.



SHEET 2 OF 2

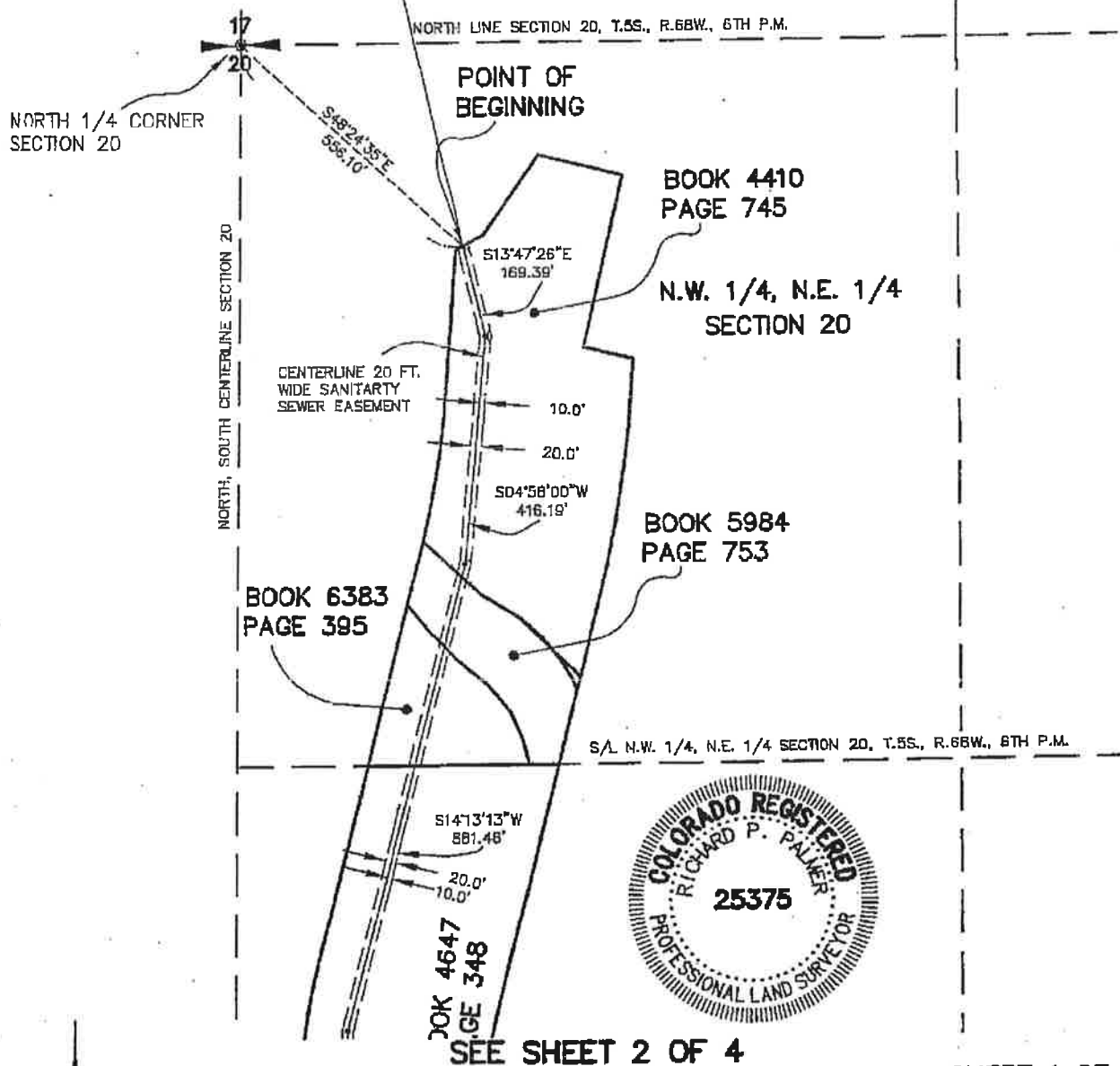
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B (3)	
	JOB NO. 001.104.09	DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

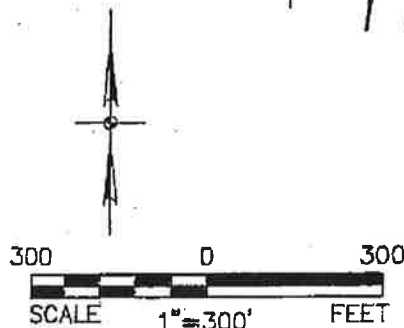
PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 5

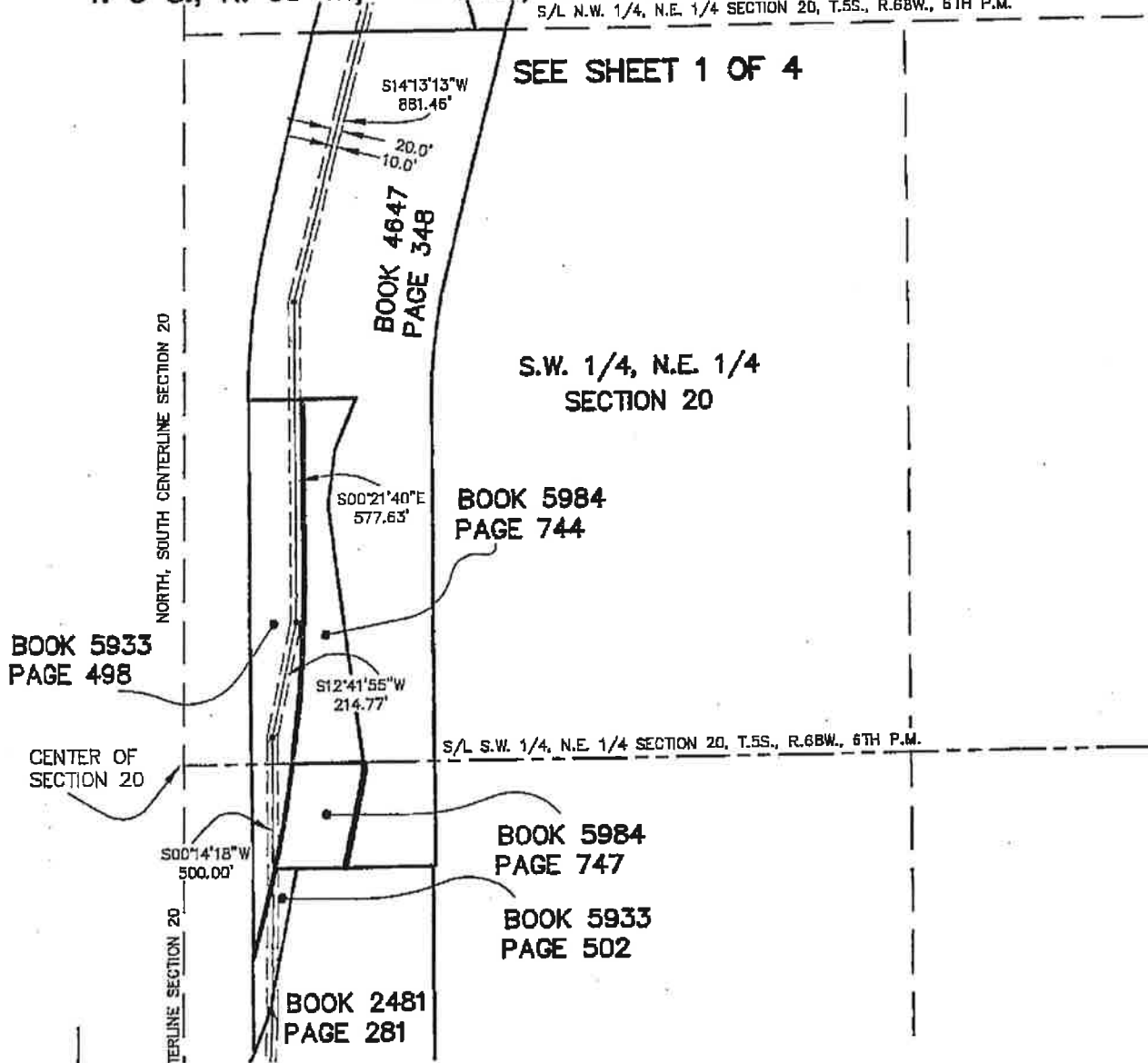


ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 11-22	
TST TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE DEC 2005

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

S/L N.W. 1/4, N.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.



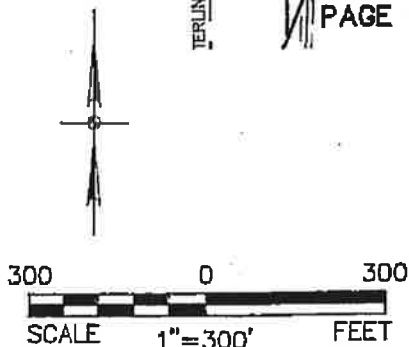
SEE SHEET 1 OF 4

S.W. 1/4, N.E. 1/4
SECTION 20

S/L S.W. 1/4, N.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.

SEE SHEET 3 OF 4

SHEET 2 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO. 001.104.09

DATE DEC 2005

FILE NAME: PWSLROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

CENTER OF
SECTION 20

S/L S.W. 1/4, N.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.

SEE SHEET 2 OF 4

BOOK 5984
PAGE 747

BOOK 5833
PAGE 502

BOOK 2481
PAGE 281

N.W. 1/4, S.E. 1/4
SECTION 20

BOOK 4835
PAGE 727

S/L N.W. 1/4, S.E. 1/4 SECTION 20, T.5S., R.68W., 6TH P.M.

BOOK 3791
PAGE 688

SEE SHEET 4 OF 4

SHEET 3 OF 5

300 0 300
SCALE 1"=300' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO.
001.104.09

DATE
DEC 2005

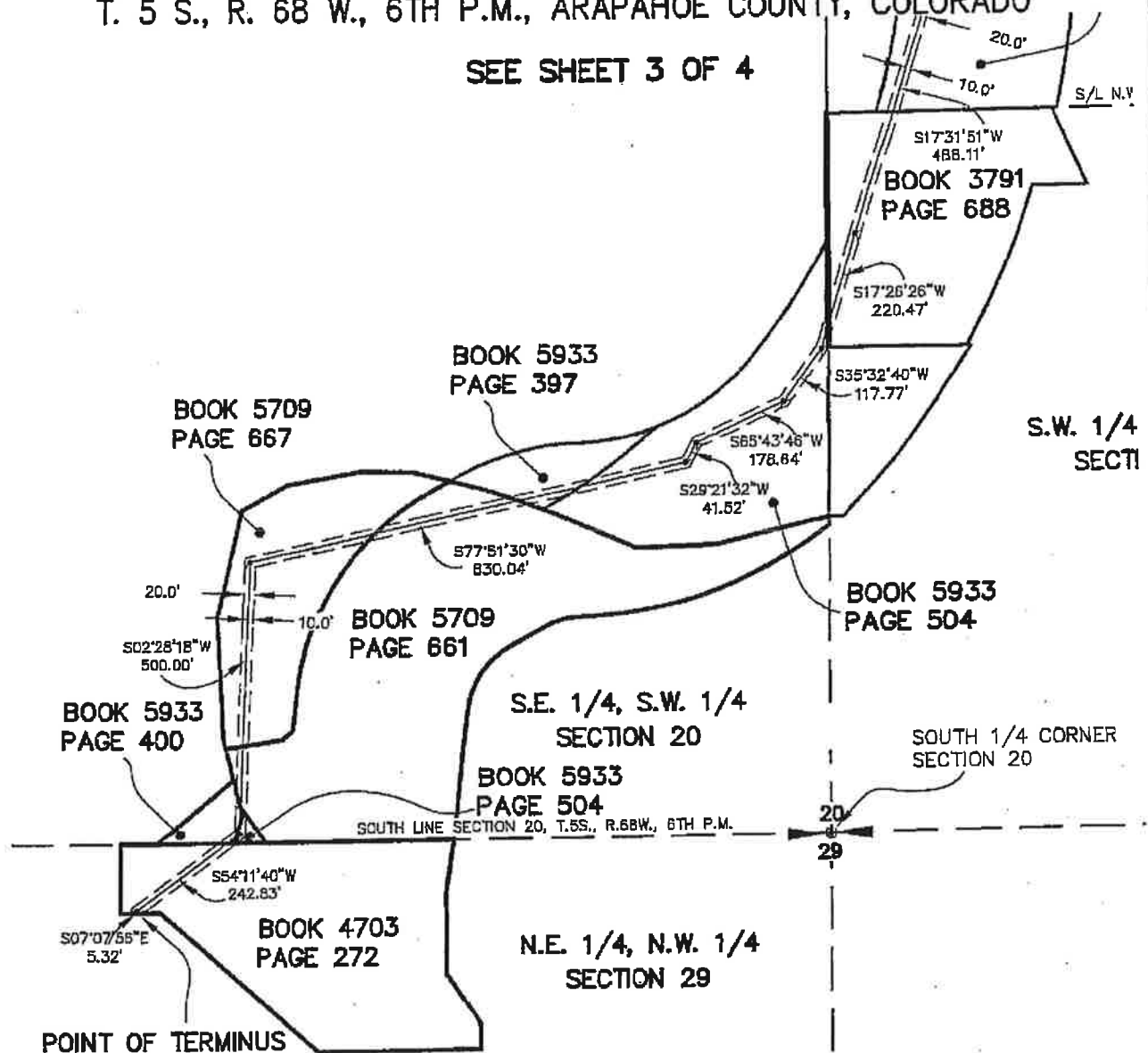
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

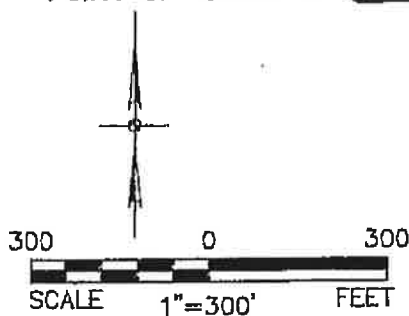
PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 3 OF 4



SHEET 4 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT	
SANITARY SEWER EASEMENT	
COLORADO WATER CONSERVATION BOARD 11-22	
TST TST INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001.104.09 DATE DEC 2005

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4410, PAGE 745, BOOK 5984, PAGE 753, BOOK 6383, PAGE 395, BOOK 4647, PAGE 348, BOOK 5933, PAGE 498, BOOK 5984, PAGE 747, BOOK 5933, PAGE 502, BOOK 2481, PAGE 281, BOOK 4635, PAGE 727, BOOK 3791, PAGE 688, BOOK 5933, PAGE 504, PAGE 5933, PAGE 397, BOOK 5709, PAGE 661, BOOK 5709, PAGE 667, BOOK 5933, PAGE 400 AND BOOK 4703, PAGE 272, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 20 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E..

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4410, PAGE 745, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, BLOCK 28, PEABODYS ADDITION TO THE CITY OF LITTLETON, THAT BEARS S. 48°24' 35" E., 556.10 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE S. 13°47'26" E., 169.39; THENCE S. 04°58' 00" W., 416.19 FEET; THENCE S. 14°13' 13" W., 881.46 FEET; S. 00°21' 40" E., 577.63 FEET; THENCE S. 12°41' 55" W., 214.77 FEET; THENCE S. 00°14' 18" W., 500.00 FEET; THENCE S. 02°56' 46" W., 392.65 FEET; THENCE S. 12°10' 17" E., 239.15 FEET; THENCE S. 17°31' 51" W., 488.11 FEET; THENCE S. 17°26' 26" W., 220.47 FEET; THENCE S. 35°32' 40" W., 117.77 FEET; THENCE S. 65°43' 46" W., 178.64 FEET; THENCE S. 29°21' 32" W., 41.52 FEET; THENCE S. 77°51' 30" W., 830.04 FEET; THENCE S. 02°28' 18" W., 500.00 FEET; THENCE S. 54°11' 40" W., 242.83 FEET; THENCE S. 07°07'58" E., 5.32 TO A POINT IN THE SOUTH LINE OF SAID BOOK 4703, PAGE 272, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER :
COLORADO REGISTRATION NO. 25375

12/12/05

DATE

SHEET 5 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO. 001.104.09

DATE DEC 2005

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NT
ROXB0-1DATE (MM/DD/YYYY)
03/07/06

PRODUCER Insurance Associates of Estes, P. O. Box 4190 Estes Park CO 80517 Phone: 970-586-4407 Fax: 970-586-3370		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Roxborough Park Metro Dist. Attn: Larry Moore 6222 N. Roxborough Park Rd. Littleton CO 80125		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American Alternative Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&D & EPLI GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SDISSK910214802	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Emp Ben. 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SDSA805080300	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$-0-	SDISSK92005961	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				W/C STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> DIF-ER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$
A		Property Section	SDISSK910214802	01/01/06	01/01/07	
A		Equipment Floate	SDISSK910214802	01/01/06	01/01/07	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the certificate holder is named as additional insured but only as respects to the liability arising out of the activities of the named insured.

CERTIFICATE HOLDER


CANCELLATION

CWCB001 CWCB Dept. of Natural Resources 1313 Sherman Street Denver CO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Shelley K. Doggett</i>
---	--

EXHIBIT B

AMENDMENT TO EASEMENT AGREEMENT

Please return to:
Roxborough Water and Sanitation District
6222 N. Roxborough Park Road
Littleton, Colorado 80125

Arapahoe County Clerk & Recorder, Nancy A. Dufy
Reception #: B7152234
Receipt #: 5370634
Pages Recorded: 7
Date Recorded: 12/4/2007 10:58:58 AM
Recording Fee: \$36.00


Grantee: Roxborough Water and Sanitation District, f/k/a Roxborough Park Metropolitan District
Description: 7 miles of wastewater gravity pipeline on the west side of Platte River
Date: October, 2007

AMENDMENT TO EASEMENT AGREEMENT
(Originally Recorded April 7, 2006, Reception #B6054374)

WHEREAS, an Easement Agreement dated March 30, 2006, between the STATE OF COLORADO, acting by and through the Department of Natural Resources, Colorado Water Conservation Board ("Grantor") and Roxborough Water and Sanitation District (formerly known as Roxborough Park Metropolitan District ("Grantee") (collectively, the "Parties"), was recorded with the Arapahoe County Clerk and Recorder, on April 7, 2006, Reception Number B6054374 ("Easement Agreement"); and

WHEREAS, the Easement Agreement provides Grantee with a nonexclusive easement upon certain property located in the County of Arapahoe, State of Colorado, as more specifically described as Parcel 1, Parcel 2, Parcel 3, Parcel 4 and Parcel 5 therein (the "Property"), for the construction, operation and maintenance by Grantee of a wastewater pipeline on Grantor's Property; and

WHEREAS, subsequent to the execution and recording of the Easement Agreement, the alignment of the pipeline to be constructed on Parcel 2 and Parcel 5 of the Property was modified due to a conflict with an existing utility and with an existing surface improvement, respectively; and

WHEREAS, the Parties desire to record a corrected map and legal description for Parcel 2 and Parcel 5, as attached hereto as Exhibit A and incorporated herein by reference, to account for the realignment of the pipeline on Parcel 2 and Parcel 5 of the Property.

NOW, THEREFORE, the Parties hereby declare:

1. The legal descriptions for Parcel 2 and Parcel 5 described in the Easement Agreement are hereby amended to account for the realignment of the pipeline on Parcel 2 and Parcel 5 of the Property. The amended legal descriptions for Parcel 2 and Parcel 5 are attached hereto as Exhibit A and shall replace the previously recorded legal descriptions for Parcel 2 and Parcel 5 described in the Easement Agreement.
2. Legal descriptions for Parcel 1, Parcel 3, and Parcel 4 recorded with the original Easement Agreement shall remain in full force and effect.
3. This Amendment to Easement Agreement shall be recorded with the Arapahoe County Clerk and Recorder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Easement Agreement to be executed this 16 day of Nov, 2007.

Grantor:
State of Colorado
Bill Ritter, Governor
Acting by and through the
Department of Natural Resources,
Colorado Water Conservation Board

By: [Signature]
For the Executive Director

Grantee:
Roxborough Water and Sanitation District, a quasi-municipal
Corporation and political subdivision of the State of Colorado

By: [Signature]
Title: General Manager

Attest (Seal)

By: [Signature]
Secretary



APPROVED:

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

By: [Signature]
For the Executive Director

APPROVED:

STATE OF COLORADO
John W. Suthers, Attorney General

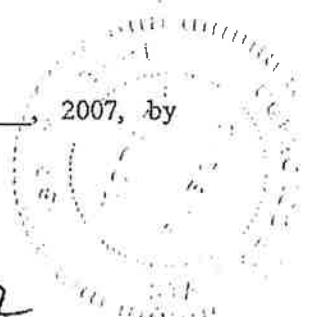
By: [Signature]
Jennifer Mele, No. 30720
Assistant Attorney General
Natural Resources & Environmental Section

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16 day of Nov, 2007, by Lisa M. Barr on behalf of the State of Colorado, Grantor. Witness my hand and official seal.

My commission expires 9/23/11.

[Signature]
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 15th day of October, 2007, by Larry Moore, as General Manager of Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado on behalf of the Grantee. Witness my hand and official seal.

My commission expires 01/18/2010

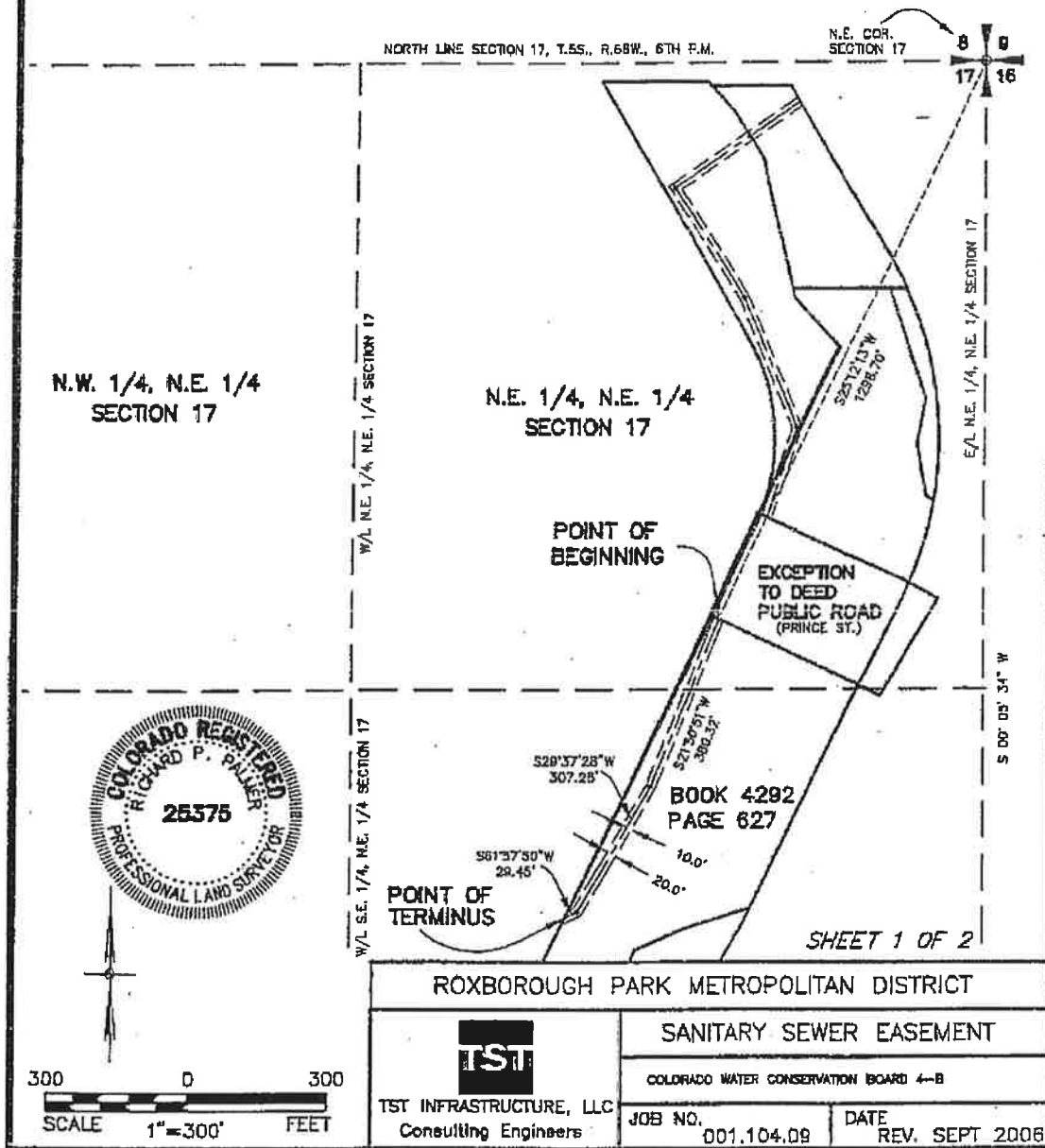
[Signature]
Notary Public



EXHIBIT A

AMENDED LEGAL DESCRIPTIONS FOR PARCEL 2 AND PARCEL 5

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO



FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 2
SANITARY SEWER EASEMENT

E. 1/2 OF THE N.E. 1/4 OF SECTION 17, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS A CERTAIN TRACT OF LAND AS DESCRIBED IN BOOK 4292, PAGE 627, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF OF SAID SECTION 17 SHALL BE ASSUMED TO BEAR S. 00°05' 34" W.

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 4292, PAGE 627, SAID POINT BEING COINCIDENT WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PRINCE STREET, THAT BEARS S. 25°12' 13" W., 1298.70 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17; THENCE S. 21°50' 51" W., 380.32 FEET; THENCE S. 29°37' 28" W., 307.28 FEET; THENCE S. 61°57' 50" W., 29.45 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BOOK 4292, PAGE 627 AND THE TERMINUS OF SAID CENTERLINE.




RICHARD E. PALMER
COLORADO REGISTRATION NO. 25375

DATE

SEPTEMBER 30, 2007

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	COLORADO WATER CONSERVATION BOARD 4-B	
	JOB NO. 001.104.09	DATE REV. SEPT 2006

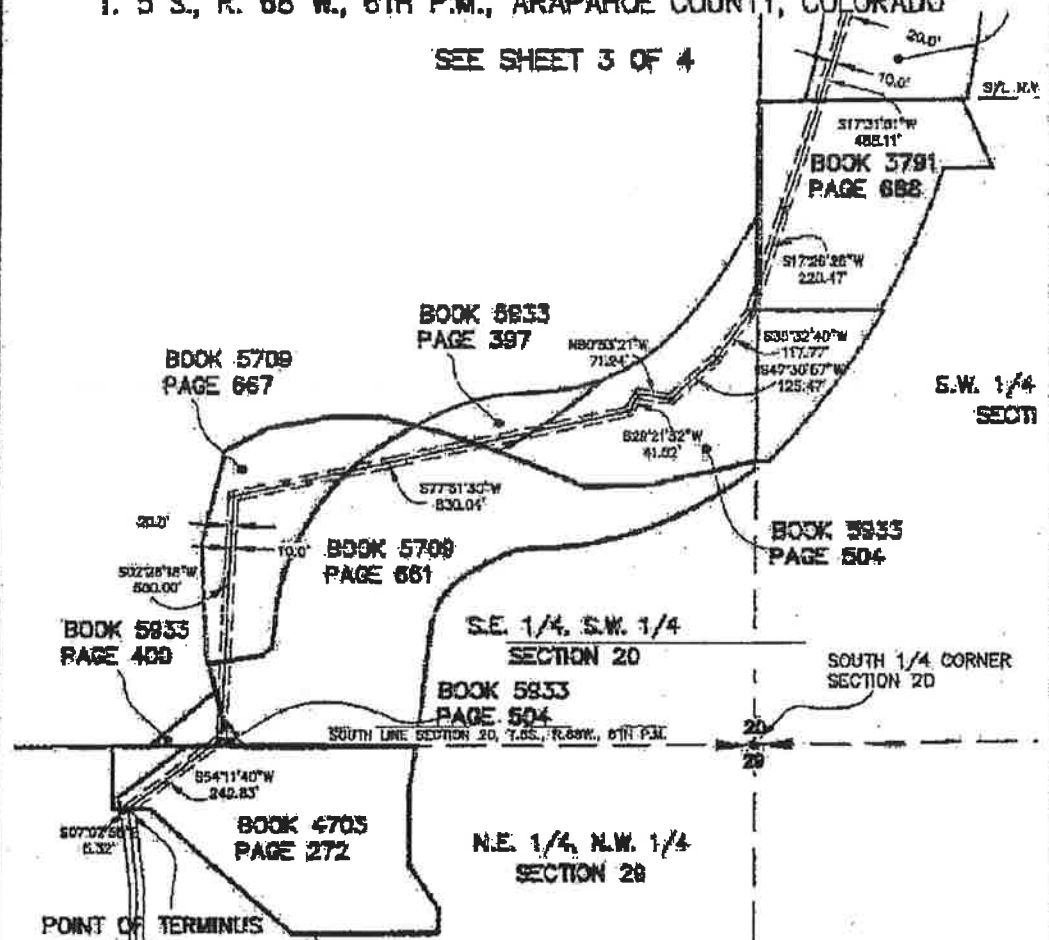
FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 3 OF 4



SHEET 4 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT		
SANITARY SEWER EASEMENT		
COLORADO WATER CONSERVATION BOARD 11-22		
T&T INFRASTRUCTURE, LLC Consulting Engineers	JOB NO. 001,104.09	DATE DEC 2005

FILE NAME: PWSL ROXWATERTRACTS_4418-745

PROJ. NO. 2004-132

PARCEL 5 SANITARY SEWER EASEMENT

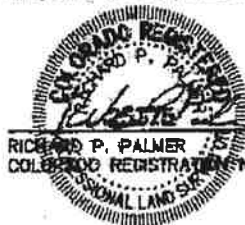
E. 1/2 & THE S.W. 1/4 OF SECTION 20 & THE N.W. 1/4 SECTION 29
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 4410, PAGE 745, BOOK 5984, PAGE 753, BOOK 6383, PAGE 395, BOOK 4647, PAGE 348, BOOK 5933, PAGE 498, BOOK 5984, PAGE 747, BOOK 5933, PAGE 502, BOOK 2481, PAGE 261, BOOK 4635, PAGE 727, BOOK 3781, PAGE 688, BOOK 5933, PAGE 504, PAGE 5933, PAGE 397, BOOK 5709, PAGE 881, BOOK 5706, PAGE 657, BOOK 5933, PAGE 400 AND BOOK 4703, PAGE 272, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE EAST ONE-HALF AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 20 AND A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 20 SHALL BE ASSUMED TO BEAR N. 00°08' 11" E.,

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID BOOK 4410, PAGE 745, SAID POINT BEING ON THE WESTERLY LINE OF LOT 3, BLOCK 28, REABODYS ADDITION TO THE CITY OF LITTLETON, THAT BEARS S. 48°24' 35" E., 556.10 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 20; THENCE S. 13°47' 26" E., 169.38; THENCE S. 04°58' 00" W., 416.18 FEET; THENCE S. 14°13' 13" W., 881.46 FEET; S. 00°21' 40" E., 577.63 FEET; THENCE S. 12°41' 55" W., 214.77 FEET; THENCE S. 00°14' 18" W., 500.00 FEET; THENCE S. 02°56' 48" W., 392.65 FEET; THENCE S. 12°10' 17" E., 238.15 FEET; THENCE S. 17°31' 51" W., 488.11 FEET; THENCE S. 17°26' 26" W., 220.47 FEET; THENCE S. 35°32' 40" W., 117.77 FEET; THENCE S. 47°30' 57" W., 125.47 FEET; THENCE N. 80°53' 31" W., 71.24 FEET; THENCE S. 26°21' 32" W., 41.52 FEET; THENCE S. 77°51' 30" W., 830.04 FEET; THENCE S. 02°28' 18" W., 500.00 FEET; THENCE S. 54°11' 40" W., 242.83 FEET; THENCE S. 07°07' 58" E., 5.32 TO A POINT IN THE SOUTH LINE OF SAID BOOK 4703, PAGE 272, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

DATE

10/10/07

SHEET 5 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

COLORADO WATER CONSERVATION BOARD 11-22

JOB NO.

001.104.09

DATE

DEC 2005

FILE NAME: PWSL ROXBOROUGH TRACTS 4410-745

PROJ. NO. 2004-T32

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcel No. 1b)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Robert J. Reindl ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated April 20, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on May 2, 2006, at Reception No. B6066824, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sewer line, buried or underground improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements") in, to, through, over, under and across certain parcels of real property described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all its right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District said assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

EASEMENT AGREEMENT

(Sewer Line Parcel No. 1b)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the consideration described in the Temporary Construction Easement Agreement for the Sewer Line for Parcel No. 1b, recorded simultaneously herewith, the sufficiency and receipt of which are hereby acknowledged, **Robert J. Reindl**, having an address of 2357 S. Youngfield Way, Lakewood, Colorado 80228 (collectively, the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO 80125 (the "District"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sewer line, buried or underground improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described and shown in **Parcel 1**, consisting of two (2) pages, attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises").

The purpose of this Easement Agreement is for construction of a sewer line and related facilities, improvements and appurtenances. Such Easement is granted by the Grantor and accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises without prior written approval from the District; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premise.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action, which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein to be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. Upon completion and acceptance of the Improvements, by the City of Littleton, Colorado, a municipal corporation, the Grantor agrees to assign this Easement Agreement.

10. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

11. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

12. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements.

13. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

14. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 et seq., C.R.S., as it currently exists, or may hereafter be amended.

IN WITNESS, WHEREOF, the Parties have executed this Easement Agreement this 26 day of April, 2006.

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GRANTOR:

Robert J. Reindl
Robert J. Reindl

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing Easement Agreement was acknowledged before me this 20th day of April, 2006, by Robert J. Reindl.

[S E A L]

Victoria C. Nolen
Notary Public

My Commission Expires: My Commission Expires
01/18/2010

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GRANTEE:

**ROXBOROUGH PARK
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado.**

By: Larry D Moore
Its: GENERAL MANAGER

ATTEST:

Quari K. Morcay

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Easement Agreement was acknowledged before me this 20th day of April, 2006, by Larry D Moore as General Manager of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.



Victoria C Nolen
Notary Public

My Commission Expires: 01/18/2010

PARCEL 1
SANITARY SEWER EASEMENT
NW 1/4, SECTION 16, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF PARCEL 303R C DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. B5002243, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, AND CONSIDERING THE WEST LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 00°23'46"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID WEST LINE, SOUTH 00°23'46"WEST, 50.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WEST LINE OF SAID PARCEL, SOUTH 00°23'46"WEST, 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE OF SAID PARCEL, NORTH 89°15'27"EAST, 30.38 FEET; THENCE NORTH 57°30'22"EAST, 12.28 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE, SOUTH 08°57'05"EAST, 32.72 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 57°30'22"WEST, 7.74 FEET; THENCE SOUTH 89°15'27"WEST, 39.51 FEET TO SAID WEST LINE OF THE PARCEL; THENCE ALONG SAID WEST LINE, NORTH 00°23'46"EAST, 30.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1349 SQUARE FEET, (0.03 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

1/10/06
DATE

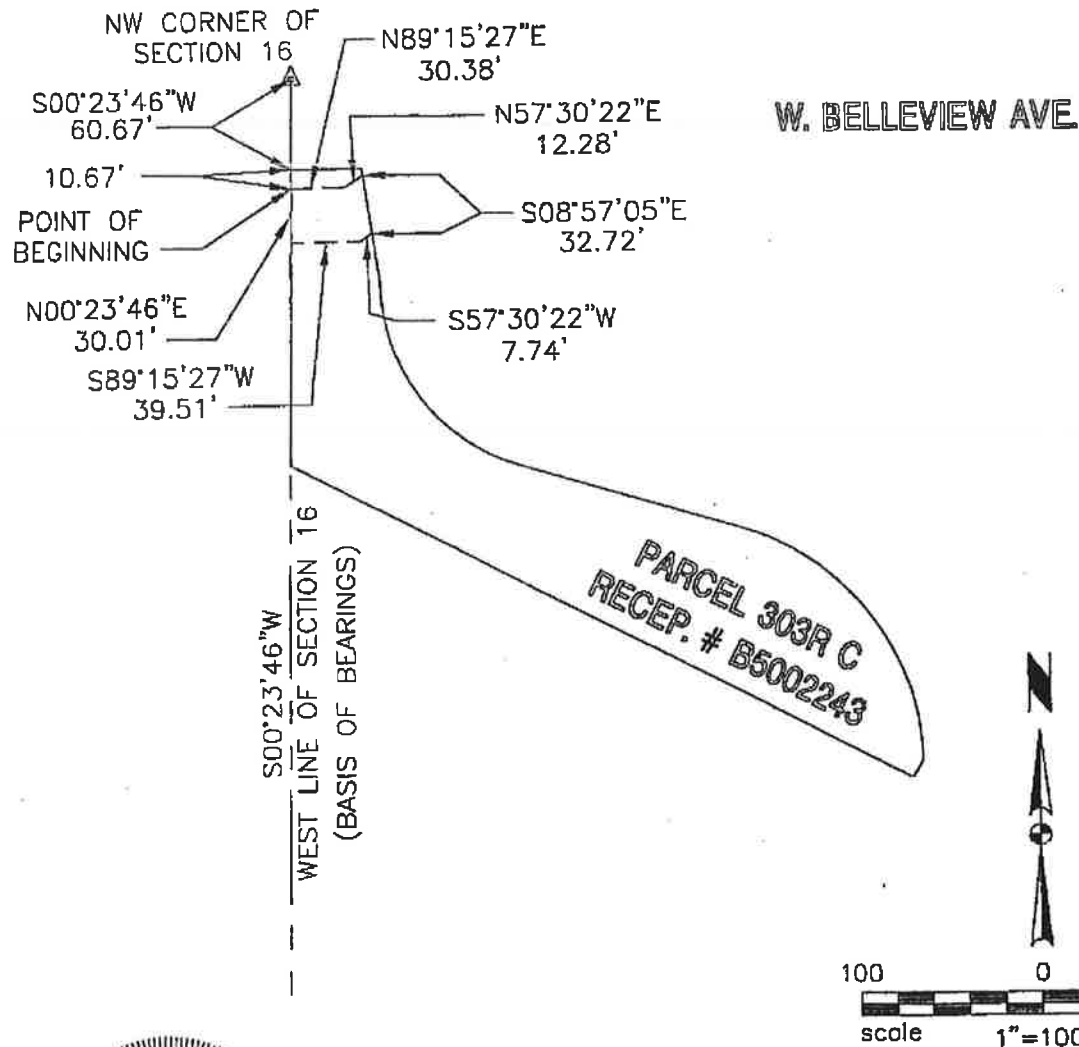
Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ROBERT J. REINDL (1B)	
	JOB NO. 001.104.09	DATE SEPT 2005

PARCEL 1
SANITARY SEWER EASEMENT
 NW 1/4, SECTION 16, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
Michael C. Cregger
 PROFESSIONAL LAND SURVEYOR
 1/10/06

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	ROBERT J. REINDL (1B)	
	JOB NO. 001.104.09	DATE SEPT 2005

ASSIGNMENT OF EASEMENT AGREEMENT

(Sewer Line Parcel No. 2)

This **ASSIGNMENT OF EASEMENT AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Ira Sealy and Susan Sealy ("Grantor") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Agreement, dated February 10, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on March 24, 2006, at Reception No. B6045834, a copy of which is attached hereto as Exhibit A ("Easement Agreement"); and

WHEREAS, pursuant to the Easement Agreement, Grantor granted, bargained, sold, and conveyed to the District, its successors and permitted assigns, a perpetual non-exclusive easement ("Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer line, pipes, buried or underground water and sanitary sewer improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements") in, to, through, over, under and across certain parcels of real property in Arapahoe County, Colorado, as described therein; and

WHEREAS, pursuant to Paragraph 6 of the Easement Agreement, Grantor and the District acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity including, but not limited to, all rights to use, and all obligations associated with, the Easement granted to and assumed by the District in the Easement Agreement; and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein; and

WHEREAS, the City is willing to accept from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, attached hereto as Exhibit A, including the Easement described therein.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under the Easement Agreement, including the Easement described therein.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Easement Agreement.

4. Upon the recording of this Assignment in the Arapahoe County Clerk and Recorder's Office, the District shall provide written notice of the Assignment to Grantor.

5. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

6. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

CITY OF LITTLEON, COLORADO

City Clerk

By: _____
President of City Council

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT AGREEMENT

**EASEMENT AGREEMENT****(Sewer Line Parcel No. 2)**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the consideration described in the Temporary Construction Easement Agreement for Storm Pipeline for Parcel No. 1e, recorded simultaneously herewith, the sufficiency and receipt of which are hereby acknowledged, **IRA SEALY AND SUSAN SEALY**, having an address of 5221 South Santa Fe Drive, Littleton, CO 80120 (collectively, the "Grantor"), hereby grants, bargains, sells and conveys to **ROXBOROUGH PARK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, CO 80125 (the "District"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain sanitary sewer lines, pipes, buried or underground water and sanitary sewer improvements and related facilities and appurtenances thereto including underground utilities to serve same (the "Improvements"), in, to, through, over, under and across certain parcels of real property located in Arapahoe County, Colorado, as more particularly described and shown in **Parcel 1**, consisting of two (2) pages, attached hereto and incorporated herein by this reference (the area contained within the Easement being referred to herein as the "Premises").

The purpose of this Easement is for construction of a sanitary sewer pipeline and related facilities, improvements and appurtenances. Such Easement is granted by Grantor and accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements. The District may further use existing roadways and parking areas owned by Grantor to access the Premises.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises without prior written approval from the District; however, such limitation shall not preclude the planting of grass on the Premises. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement Agreement may be removed by the District at the sole expense of the District without liability therefore. Any structure or building, street light, power pole, yard light, mailbox or sign, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by Grantor subsequent to the date hereof without the District's consent may be removed by the District at the expense of Grantor without liability to the District.

3. With the exception of removal of those things enumerated or contemplated in paragraph 2 above, upon completion of its activities, the District, to the extent practicable, shall restore the Premises to its original state as nearly as reasonably possible, including the surface of the ground and all permitted landscaping, to the condition it was in immediately prior to the date of this Easement Agreement, except as necessarily modified to accommodate the Improvements or as necessarily modified to accommodate changes to the surface of the ground and all permitted landscaping made by Grantor subsequent to the date of this Easement Agreement.

4. The District shall have the right, upon reasonable notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premise.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action, which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easements as are granted to and assumed by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. The District agrees that at such time and in the event that the Improvements and/or Easement described herein to be abandoned by the District by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantor warrants, covenants, grants, bargains and agrees to and with the District that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature except those of record.

9. Each and every one of the benefits and burdens of this Easement shall incur to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

10. The Grantor reserves the right to grant further easement interests in the Premises to other third parties so long as such interests and uses are not inconsistent with, and do not unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein, such determination to be made by the District in its reasonable discretion.

11. The District shall be the owner of the Improvements and as such, the District agrees to assume all costs, expenses, and other responsibility for the maintenance, repair and replacement of the pipeline and any other improvements on the Premises permitted under this Easement Agreement. The District reserves the right to assign or contract with a third party for the operation and maintenance and repair of the Improvements. Furthermore, the District reserves the right to assign the maintenance to another governmental entity after completion of the Improvements.

12. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

13. Nothing in this Easement Agreement shall be construed as a waiver in whole or in part of any governmental immunity granted to the District in Section 24-10-101 *et seq.*, C.R.S., as it currently exists, or may hereafter be amended.

10th IN WITNESS WHEREOF, the Parties have executed this Easement Agreement this day of February 2006.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

GRANTOR:



Ira Sealy

STATE OF COLORADO

COUNTY OF

Douglas

)

) ss.

)

The foregoing Easement Agreement was acknowledged before me this 10th day of January, 2006, by Ira Sealy.




Notary Public

My Commission Expires:

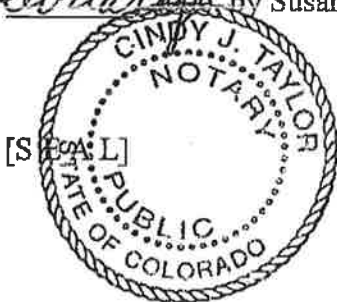
~~My Commission Expires~~
April 21, 2007

GRANTOR:

Susan Sealy
Susan Sealy

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing Easement Agreement was acknowledged before me this 10th day of February 2006 by Susan Sealy.



Cindy J. Taylor
Notary Public

My Commission Expires: April 21, 2007

ROXBOROUGH PARK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

By: *Larry D. Moore*
Its: GENERAL MANAGER

ATTEST:

Victoria C. Nolen

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Easement Agreement was acknowledged before me this 10th day of February, 2006, by Larry D. Moore as General Manager of Roxborough Park Metropolitan District, a quasi-municipal corporation and political subdivision of the State

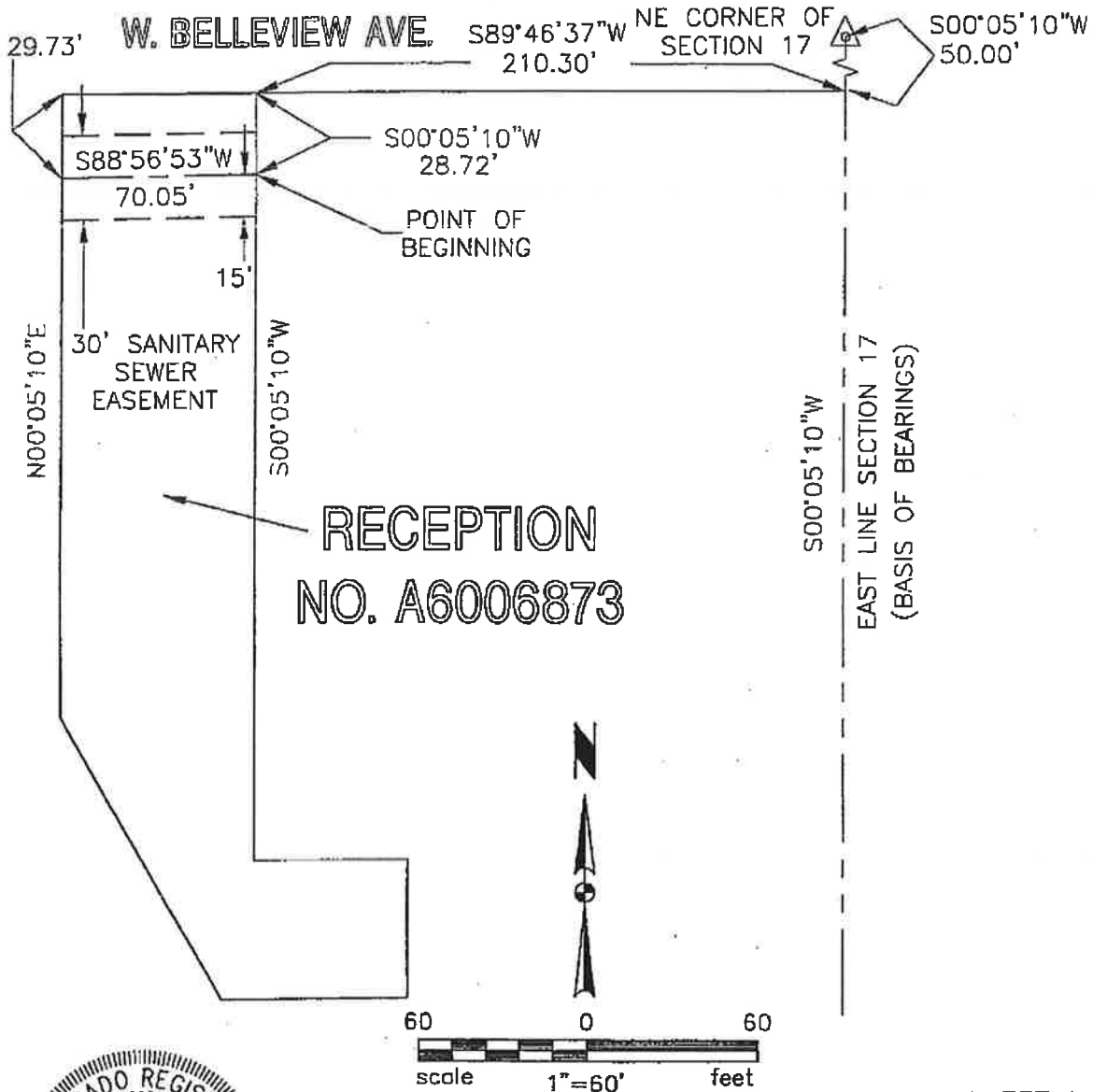


Daniel Taylor
Notary Public

My Commission Expires
April 21, 2007

My Commission Expires: _____

PARCEL 1
SANITARY SEWER EASEMENT
 NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
Michael C. Cregger
 PROFESSIONAL LAND SURVEYOR
 12/19/05

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	SEALY, IRA & SUE (2)	
	JOB NO. 001.104.09	DATE JUNE 2005

PARCEL 1
SANITARY SEWER EASEMENT
NE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30 FOOT WIDE STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6006873 LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17, AND CONSIDERING THE EAST LINE OF SAID NORTHEAST QUARTER TO BEAR SOUTH 00°05'10"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID EAST LINE, SOUTH 00°05'10"WEST, 50.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89°46'37"WEST, 210.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, SOUTH 00°05'10"WEST, 28.72 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID EAST LINE, SOUTH 88°56'53"WEST, 70.05 FEET TO THE WEST LINE OF SAID PARCEL AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE EAST AND WEST LINES OF SAID PARCEL. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 2102 SQUARE FEET (0.05 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/19/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	SEALY, IRA & SUE (2)
	JOB NO. 001.104.09 DATE JUNE 2005

ASSIGNMENT OF EASEMENT DEED

This **ASSIGNMENT OF EASEMENT DEED** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, South Suburban Park and Recreation District ("SSRPD") and the District (formerly known as Roxborough Park Metropolitan District) entered into that certain Easement Deed, dated March 23, 2006, and recorded in the office of the Arapahoe County Clerk and Recorder on March 24, 2006, at Reception No. B6045840, and on June 29, 2006, at Reception No. B6095182 pursuant to a Memorandum Concerning the Easement Deed, a copy of which is attached hereto as Exhibit A and incorporated herein by reference ("Easement Deed"); and

WHEREAS, pursuant to the Easement Deed, SSRPD sold and quitclaimed to the District, its successors and assigns, a non-exclusive easement (the "Easement") for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing a subsurface sanitary sewer pipeline (the "Improvements") in, through, under and across SSRPD's real property located in Arapahoe County, Colorado, as more particularly described therein; and

WHEREAS, pursuant to Paragraph 20 of the Easement Deed, it was expressly acknowledged that, at some point in the future, the Improvements may be dedicated to the City for ownership and maintenance; and

WHEREAS, the District has dedicated the Improvements located within the Easement to the City; and

WHEREAS, due to the conveyance of the Improvements to the City, the District desires to assign and transfer to the City all of the District's right, title, obligation, and interest in, to, and under the Easement Deed (the "Assignment"); and

WHEREAS, the City is willing to accept said Assignment from the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties agree as follows:

1. The District hereby assigns to the City, and the City hereby accepts from the District, all of the District's right, title, and interest in, to, and under that certain Easement Deed attached hereto as Exhibit A, and the City hereby assumes and, from and after the date hereof, agrees to perform all of the District's obligations thereunder.

2. Upon execution of this Assignment by the Parties, the District shall have no further right, title, obligation or interest in, to, and under the Easement Deed.

3. This Assignment shall be recorded in the office of the Arapahoe County Clerk and Recorder, and the District shall provide a copy of the recorded Assignment to SSRPD.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.


WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
EASEMENT DEED

Arapahoe County Clerk & Recorder, Nancy A. Doig
Reception #: B6095182
Receipt #: 5287293 Recording Fee: \$156.00
Pages Recorded: 31
Date Recorded: 6/29/2006 8:26:15 AM

**MEMORANDUM CONCERNING THE EASEMENT DEED**

(Originally Recorded March 24, 2006, Reception #B6045840)

TO WHOM IT MAY CONCERN:

WHEREAS, an Easement Deed dated March 23, 2006, between South Suburban Park and Recreation District and Roxborough Park Metropolitan District (collectively, the "Parties"), was recorded with the Arapahoe County Clerk and Recorder, on March 24, 2006, Reception Number B6045840; and

WHEREAS, said Easement Deed was recorded without "Exhibit D - South Suburban Park and Recreation District Easement Covenants" ("Exhibit D") attached thereto; and

WHEREAS, said Easement Deed is hereby rerecorded for purposes of including Exhibit D, as attached hereto; and

WHEREAS, any questions concerning the Easement Deed may be directed to the law firm of Pogue, Corbetta & O'Leary, P.C.:

Pogue, Corbetta & O'Leary, P.C.
821 Seventeenth Street, Suite 600B
Denver, Colorado 80202
(303) 294-9100

Attn: Alan D. Pogue, Esq.

EXECUTED THIS 29TH DAY OF JUNE 2006.

POGUE, CORBETTA & O'LEARY, P.C.


Alan D. Pogue, #30156

ATTORNEY FOR THE DISTRICT

Return to:
POGUE, CORBETTA & O'LEARY, P.C.
821 17TH STREET, SUITE 600B
DENVER, COLORADO 80202

EASEMENT DEED

THIS EASEMENT DEED is made this 23rd day of March, 2006, between **SOUTH SUBURBAN PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantor"), whose address is 6631 South University Boulevard, Centennial, Colorado 80121 and **ROXBOROUGH PARK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6222 North Roxborough Park Road, Littleton, Colorado 80125 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor, without warranting title or interest, believes that it owns either fee title or some other interest, such as an easement, in and to the four parcels of real property described below (hereinafter referred to as "Grantor's Property"); and

WHEREAS, Grantee desires to construct and thereafter operate, maintain, repair and replace, a subsurface sanitary sewer pipeline and related appurtenances within Grantor's Property.

NOW, THEREFORE, in consideration of the sum of SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS AND THIRTY-EIGHT CENTS (\$78,721.38) and other good and valuable consideration, paid by Grantee, the receipt of which is hereby acknowledged, Grantor hereby sells and quitclaims to Grantee, its successors and assigns, a non-exclusive easement (the "Easement") for the purpose of constructing, laying, operating, maintaining, repairing, replacing and removing a subsurface sanitary sewer pipeline of such size as is desired by Grantee ("Sanitary Sewer Pipeline"), in, through, under and across Grantor's Property more particularly described as follows:

Four parcels of land located in the County of Arapahoe, State of Colorado, and identified herein as Parcel Nos. 1, 2, 3 and 4, and generally depicted on the Vicinity Map attached hereto as Exhibit A and incorporated herein by this reference. Parcel Nos. 1, 2, 3 and 4 are more particularly described and depicted on Exhibit B as attached hereto and incorporated herein by this reference (consisting of two pages for Parcel No. 1, two pages for Parcel No. 2, two pages for Parcel No. 3, and two pages for Parcel No. 4).

It is mutually covenanted and agreed by and between the Parties hereto as follows:

1. The term Sanitary Sewer Pipeline as used herein refers to one sanitary sewer pipeline, and all related facilities and surface appurtenances thereto; provided, however, that in no event shall the Sanitary Sewer Pipeline or any appurtenance thereto, including manholes, extend above the surface of the ground without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no manhole or other surface appurtenance of any kind shall

be located within the fairway of Grantor's golf course; provided, however, that manholes will be located adjacent to the fairway of Grantor's golf course in areas which are not paved. Such manholes shall extend above the surface of the ground in a distance not to exceed 8-inches and shall be installed in accordance with plans and specifications as approved by Grantor.

2. Grantee shall have and exercise the right of ingress and egress in, over, through and across Grantor's Property for any purpose reasonably necessary for the full enjoyment of the rights granted herein. The construction, storage and movement of vehicles, trucks and machinery shall be conducted at all times so as to minimize any disruption of play on the golf course, which shall remain open during all construction and maintenance activities. All construction and maintenance activity which occurs on Grantor's golf course shall be coordinated with Grantor's ground superintendent, who shall have the authority to route the movement of equipment and designate storage areas for materials and equipment as deemed necessary by Grantor. Further, at all times during construction and maintenance activities, all of Grantor's recreation trails and paths shall remain open, unless adequate detours are provided by Grantee, the location and routing of which shall be approved in advance by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Except in emergency situations, all routine and non-routine maintenance on and repair of that portion of the Sanitary Sewer Pipeline located within Grantor's Golf Course, shall be performed only during the month of November or such other winter months as approved in advance by Grantor in writing, so as to minimize the adverse affects on Grantor's Golf Course operation.

4. Grantee's use of Grantor's Property shall be non-exclusive, and Grantor, and Grantor's successors and assigns shall have an equal right to the use of Grantor's Property for all the same purposes and to the same extent as herein granted to Grantee or for any other purpose to the full extent permitted by law, but without unreasonably interfering with Grantee's use thereof. By way of explanation and not limitation, and subject to the provisions of paragraph 5 below, Grantor reserves the right unto itself, in common with Grantee, to use the surface and subsurface of Grantor's Property for any and all purposes, including, without limitation, golf course, trail, and other park and recreation purposes, including the installation of fencing, landscaping and other improvements. Further, Grantor shall have the right to grant additional subordinate easements, licenses and rights-of-way, in, through, over and across Grantor's Property for any and all purposes, including, without limitation, roads, streets, walks, utilities, including, without limitation, water, storm sewer, sanitary sewer, telephone, cable television, internet, fiber optic, gas and electrical utilities and equipment, and the installation, maintenance, construction, reconstruction, enlargement, relocation and operation thereof.

5. Grantor shall not plant any trees, woody plants or shrubs within the Easement without the prior written approval of Grantee, which approval shall not unreasonably be withheld. In addition, Grantor shall not place any street light, power pole, yard light, mailbox, or sign, whether temporary or permanent within the Easement without the prior

written approval of Grantee, which written approval shall not unreasonably be withheld. Nothing herein contained shall preclude the Grantor from using that portion of Grantor's Property that is paved parking area, for the parking of motor vehicles, except when the Grantee may be constructing or repairing the Sanitary Sewer Pipeline within the affected parking area. Any structure or building, street light power pole, yard light, mailbox or sign, whether temporary or permanent, or any tree, woody plant, or shrub, placed by Grantor within the Easement, without the prior written approval of Grantee, may be removed by Grantee at Grantor's expense and without liability to Grantee.

6. Grantee shall maintain the Sanitary Sewer Pipeline in good repair and condition and shall at all times operate the same in accordance with all applicable federal and state laws. After construction of the Sanitary Sewer Pipeline, or any other exercise of Grantee's rights hereunder that disturbs or damages the surface of Grantor's Property (including any adjacent property) or any improvement located thereon, including but not limited to, sod, landscaping, parking or trail surfaces, Grantee shall replace the same to Grantor's reasonable satisfaction, in accordance with an approved reclamation plan as set forth in paragraph 13 below.

7. Grantor covenants and agrees that Grantee shall have the right of subjacent and lateral support for Grantor's Property, to whatever extent is necessary or desirable for the full, complete and undisturbed enjoyment of the rights of Grantee hereunder. It is specifically agreed that Grantor shall take no action that will materially increase or otherwise adversely impair the earth cover over, or the lateral or subjacent support for the Sanitary Sewer Pipeline and appurtenances within the Grantor's Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Grantor enters into this Easement Deed and License Agreement upon the expressed condition that the Easement and License herein granted shall last only so long as the Grantee utilizes Grantor's Property for the sole purpose of operating, maintaining, replacing and repairing the Sanitary Sewer Pipeline and related facilities. In the event Grantee utilizes Grantor's Property for any purpose other than the specific purpose identified herein, all of the Grantee's right, title and interest in and to Grantor's Property shall become null and void and the rights herein granted to Grantee shall absolutely revert to and vest in Grantor as fully and completely as if this instrument had not been executed, without the necessity for suit or reentry; and no act or omission on the part of Grantor shall be a waiver of the operation and enforcement of this clause.

9. Grantee expressly covenants and agrees that in the event of the termination of this Easement Deed and License for any reason, including Grantee's abandonment of its rights herein contained, Grantor, in the reasonable exercise of its discretion, may require the removal, at Grantee's sole expense of the Sanitary Sewer Pipeline and all related appurtenances from Grantor's Property and require the Grantee to restore the surface of Grantor's Property and any improvements located thereon, as nearly as possible, to the condition that existed as of the date of such termination.

10. Grantee expressly covenants and agrees that its use of Grantor's Property shall at all times be in compliance with and subordinate to the terms and provisions of any and all prior agreements that affect or in any way relate to Grantor's Property under any prior recorded agreements. This covenant includes, but is not limited to, the operational and maintenance requirements imposed upon the Grantor and its designees under any prior recorded agreements entered into between the Grantor and the Colorado Water Conservation Board. Grantee further understands that any violation of this provision shall entitle Grantor to any and all available remedies at law or in equity, except that a violation of this provision by Grantee shall not be grounds for termination this Easement Deed. Copies of the foregoing operational and maintenance requirements shall be provided by Grantor upon execution of this Easement Deed, to the extent the same cannot be obtained by Grantee through a search of the records of the Arapahoe County Clerk and Recorder's Office.

11. Each and everyone of the benefits and burdens of this Easement Deed and License Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the Parties hereto.

12. In addition to the permanent easement described above, Grantor hereby grants to the Grantee a Temporary Construction Easement for the purpose of constructing the Sanitary Sewer Pipeline. Said Temporary Construction Easement is for Parcels T1, T2, T3, and T4 as more particularly described and depicted on Exhibit C as attached hereto and incorporated herein by this reference (consisting of two (2) pages for Parcel No. T1, two (2) pages for Parcel No. T2, two (2) pages for Parcel No. T3, and two (2) pages for Parcel No. T4). Said Temporary Construction Easement shall expire and be of no further force or effect nine (9) months from the date construction of the Sanitary Sewer Pipeline commences on Grantor's property. Grantee shall provide written notice to Grantor of the date upon which construction of the Sanitary Sewer Pipeline commences on Grantor's property to permit calculating the date upon which the Temporary Construction Easement shall terminate. During the term of the Temporary Construction Easement, Grantee shall not erect or construct or allow to be erected or constructed any building or other structures within the Temporary Construction Easement Area other than those as may be required by any applicable State or Federal regulation (by way of example, portable restroom facilities).

13. Grantee covenants and agrees to restore, to Grantor's reasonable satisfaction, all lands and improvements located within the Temporary Construction Easement and Grantor's Property that are damaged or disturbed by Grantee's activities thereon. By way of explanation and not limitation, in connection with Grantee's use of Grantor's Property and Parcels T1, T2, T3, and T4, Grantee, prior to entry thereon, shall provide to Grantor for Grantor's approval, a reclamation plan to ensure that the area and improvements located within Grantor's Property and Parcels T1, T2, T3, and T4 shall be restored as nearly as is reasonably possible to the condition that existed prior to Grantee's entry. The reclamation plan shall set forth a time schedule within which all reclamation activities shall be completed. Time is of the essence in the performance of all reclamation activities. In the event Grantee fails to restore the improvements to Grantor's reasonable satisfaction within the approved time, Grantee shall pay to Grantor liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day, until such time as the improvements are restored per the

approved reclamation plan. The Parties agree that it would be difficult to determine actual damages Grantor may sustain in the event Grantee fails to timely reclaim any area disturbed as a result of Grantee's construction activities. The Parties further agree that said Two Hundred Dollars (\$200.00) per day is a reasonable measure of said damages in light of such difficulty.

14. To the fullest extent permitted by law, Grantee covenants and agrees to at all times protect, indemnify and hold harmless Grantor, its directors, officers, agents, employees, successors and assigns from and against any and all claims, costs, liabilities or expense of whatsoever kind or nature arising from, alleged to arise from, or that relate in any way to this Easement Deed and License Agreement or the construction, existence, maintenance, operation, repair, inspection, removal, or replacement of the Sanitary Sewer Pipeline and related appurtenances.

15. All costs associated with this Easement Deed, including surveying, construction, repair, and maintenance of any of Grantee's facilities shall be borne by Grantee; and Grantee shall and does hereby agree to indemnify and save harmless Grantor from all claims for damages or liens arising from the surveying, construction, repair, and maintenance of any of Grantee's facilities located within the District Property.

16. Nothing in this Easement Deed shall be constructed as a waiver, in whole or in part, or either party's rights, protections, and privileges as granted by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

17. Notwithstanding any other provision contained herein or in any attached Exhibit to the contrary, Grantor makes no representation or warranty regarding the use of Grantor's Property, hereby transferring to Grantee only such rights of use, if any, as Grantor itself may have, subject to Grantor's continuing right to use Grantor's Property as more particularly set forth in paragraph 4 above and subject to any and all prior liens, encumbrances, easements, restrictions, reservations and rights-of-way which may affect Grantor's Property.

18. This Easement Deed and the terms, conditions and provisions hereof may be enforced by either of the parties hereto and their successors and assigns; and in the event legal or administrative suits or proceedings are brought against any party for the purpose of such enforcement, the prevailing party shall recover from the non-prevailing party all costs associated therewith, including but not limited to reasonable attorney's fees.

19. This Easement Deed shall be subject to the South Suburban Park and Recreation District Easement Covenants, which are attached hereto and incorporated herein as Exhibit D. In the event of a conflict between the terms and provisions of the Easement Deed and the Easement Covenants, the Easement Covenants shall control.

20. It is expressly acknowledged that at some point in the future a portion of the Sanitary Sewer Pipeline may be dedicated to the City of Littleton, for ownership and maintenance.

21. The rights and responsibilities set forth in this Easement Deed are intended to inure to the benefit of the Parties hereto, and their respective successors and assigns, and as such, shall run with the land encumbered by this Easement Deed until such time as the _____ Easement or Temporary Construction Easement may be abandoned or terminated as _____ provided herein.

IN WITNESS WHEREOF, the parties have executed this Easement Deed as of the day and year set forth above.

GRANTOR:

SOUTH SUBURBAN PARK AND
RECREATION DISTRICT, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: David A. Lorenz
David A. Lorenz, Executive Director

Attest:

David A. Lorenz

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

Subscribed and sworn to before me this 23rd day of March, 20 06 by David A. Lorenz, Executive Director of the South Suburban Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires:

April 15, 2006.

Norman K. Shepherd
Notary Public

GRANTEE:

ROXBOROUGH PARK METROPOLITAN
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

By:

Larry D. Moore

STATE OF COLORADO)

COUNTY OF Douglas)

ss.

Subscribed and sworn to before me this 22nd day of March, 2006 by
Larry D. Moore as General Manager of Roxborough Metropolitan District, a
quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires:

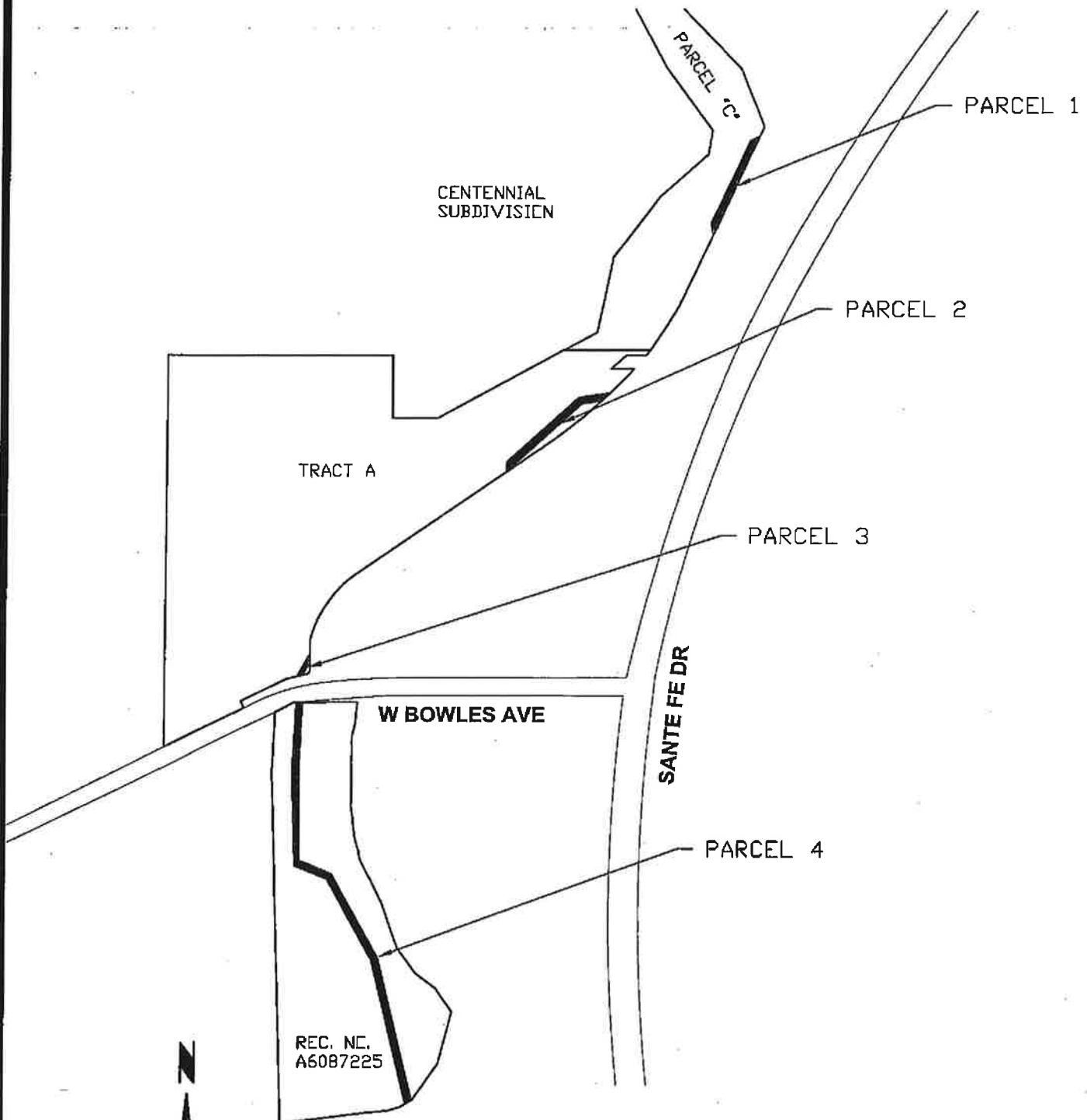
My Commission Expires
01/18/2010

Victoria C. Nolen
Notary Public



EXHIBIT A

VICINITY MAP SANITARY SEWER EASEMENT



SHEET 1 OF 1

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

S. SUBURBAN PARKS & REC. (6A,6Z,9,10)

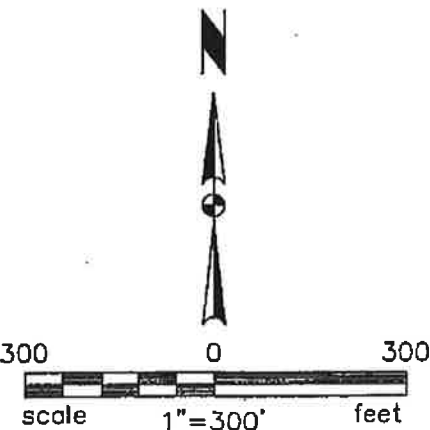
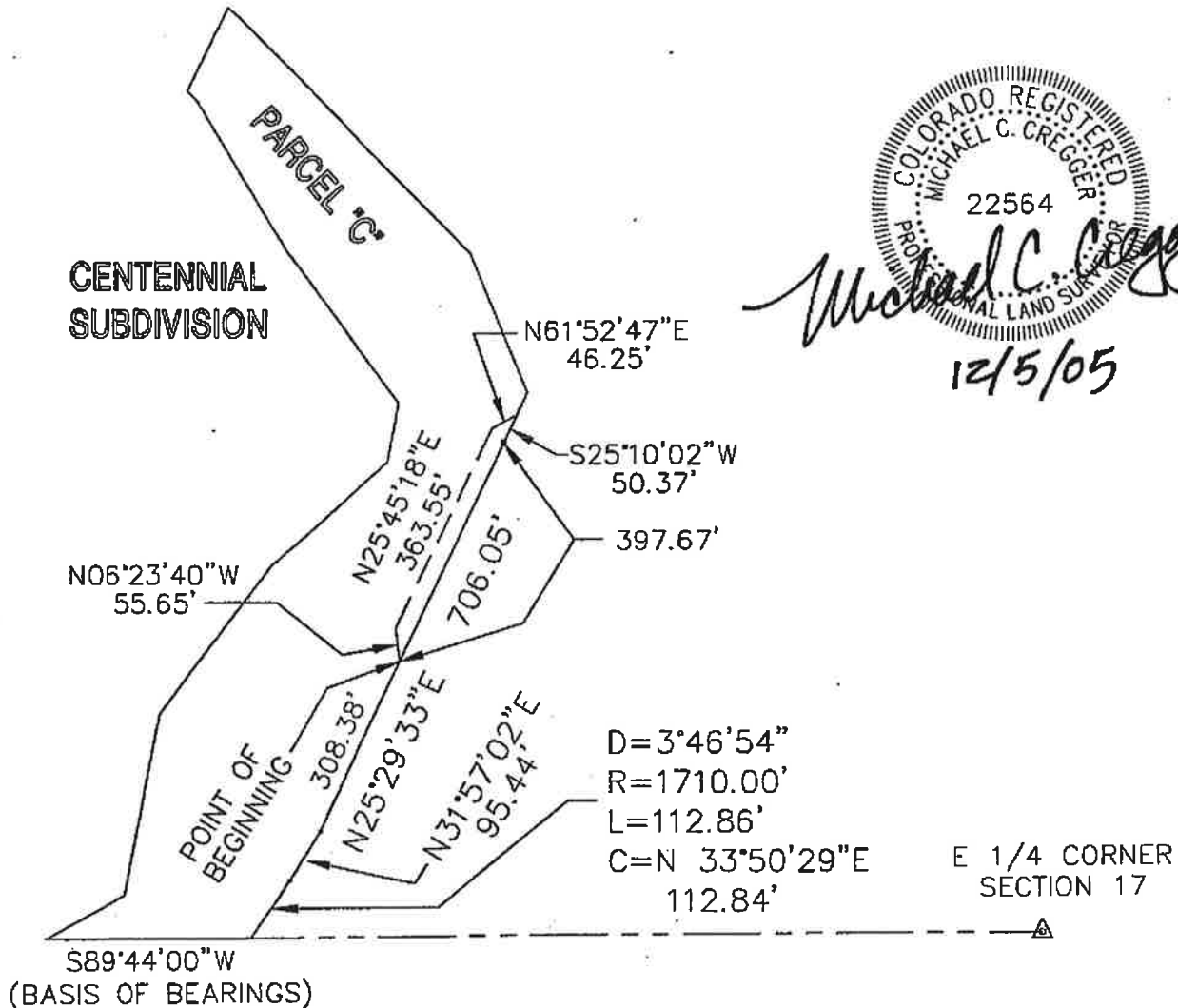
JOB NO. 001.104.09

DATE DEC 2005


500 0 500
scale 1"=500' feet

EXHIBIT B

PARCEL 1
SANITARY SEWER EASEMENT
 N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
JOB NO.	001.104.09	DATE
		NOV 2005

PARCEL 1
SANITARY SEWER EASEMENT
N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A PORTION OF PARCEL C, CENTENNIAL, ACCORDING TO THE RECORDED SUBDIVISION PLAT THEREOF, LOCATED IN THE NORTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL C, AND CONSIDERING THE SOUTH LINE OF SAID CENTENNIAL SUBDIVISION TO BEAR SOUTH 89°44'00"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID PARCEL C THE FOLLOWING COURSES: ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 3°46'54", A RADIUS OF 1710.00 FEET, AN ARC OF 112.86 FEET, AND A CHORD WHICH BEARS NORTH 33°50'29"EAST, 112.84 FEET; THENCE NORTH 31°57'02"EAST, 95.44 FEET; THENCE NORTH 25°29'33"EAST, 308.38 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE, NORTH 06°23'40"WEST, 55.65 FEET; THENCE NORTH 25°45'18"EAST, 363.55 FEET; THENCE NORTH 61°52'47"EAST, 46.25 FEET TO THE EAST LINE OF SAID PARCEL; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES: SOUTH 25°10'02"WEST, 50.37 FEET; THENCE SOUTH 25°29'33"WEST, 397.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 11,592 SQUARE FEET, (0.27 ACRES) MORE OR LESS.


SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 12/5/05 Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



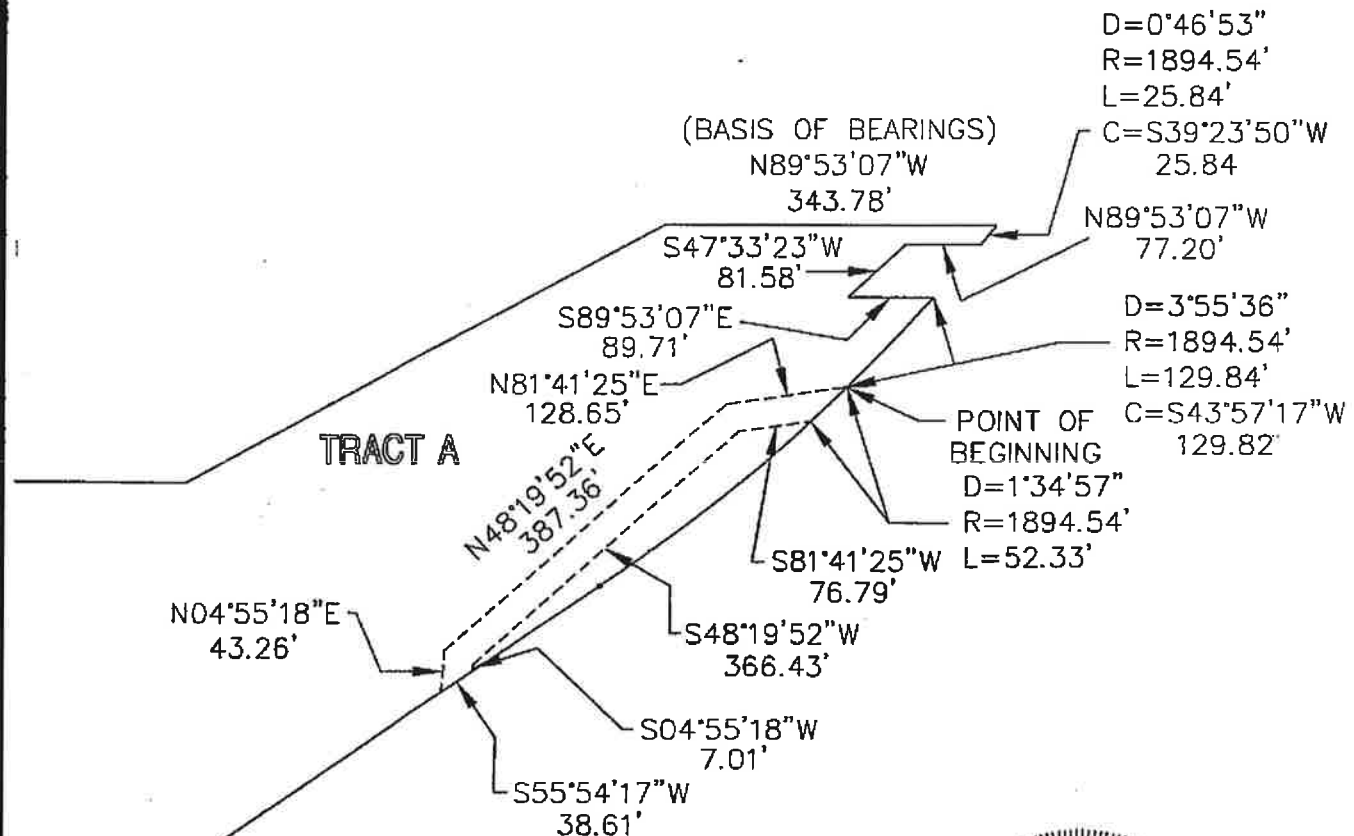
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL 2

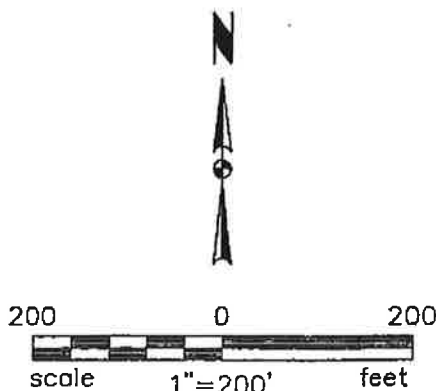
SANITARY SEWER EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

S. SUBURBAN PARKS & REC DIST. (9)

JOB NO. 001.104.09

DATE NOV 2005

PARCEL 2
SANITARY SEWER EASEMENT
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT (SEE SHEET 1)

A 30 FOOT WIDE STRIP OF LAND IN TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A, AND CONSIDERING THE ADJACENT NORTH LINE OF SAID TRACT A TO BEAR NORTH 89°53'07"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID TRACT A, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 00°46'53", A RADIUS OF 1894.54 FEET, AN ARC OF 25.84 FEET, AND A CHORD WHICH BEARS SOUTH 39°23'50"WEST, 25.84 FEET; THENCE NORTH 89°53'07"WEST, 77.20 FEET; THENCE SOUTH 47°33'23"WEST, 81.58 FEET; THENCE SOUTH 89°53'07"EAST, 89.71 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 03°55'36", A RADIUS OF 1894.54 FEET, AN ARC OF 129.84 FEET, AND A CHORD WHICH BEARS SOUTH 43°57'17"WEST, 129.82 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE, ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 01°34'57", A RADIUS OF 1894.54 FEET AND AN ARC OF 52.33 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 81°41'25"WEST, 76.79 FEET; THENCE SOUTH 48°19'52"WEST, 366.43 FEET; THENCE SOUTH 04°55'18"WEST, 7.01 FEET TO SAID EAST LINE; THENCE ALONG SAID EAST LINE, SOUTH 55°54'17"WEST, 38.61 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 04°55'18"EAST, 43.26 FEET; THENCE NORTH 48°19'52"EAST, 387.36 FEET; THENCE NORTH 81°41'25"EAST, 128.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 15,199 SQUARE FEET, (0.35 ACRES) MORE OR LESS.


SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

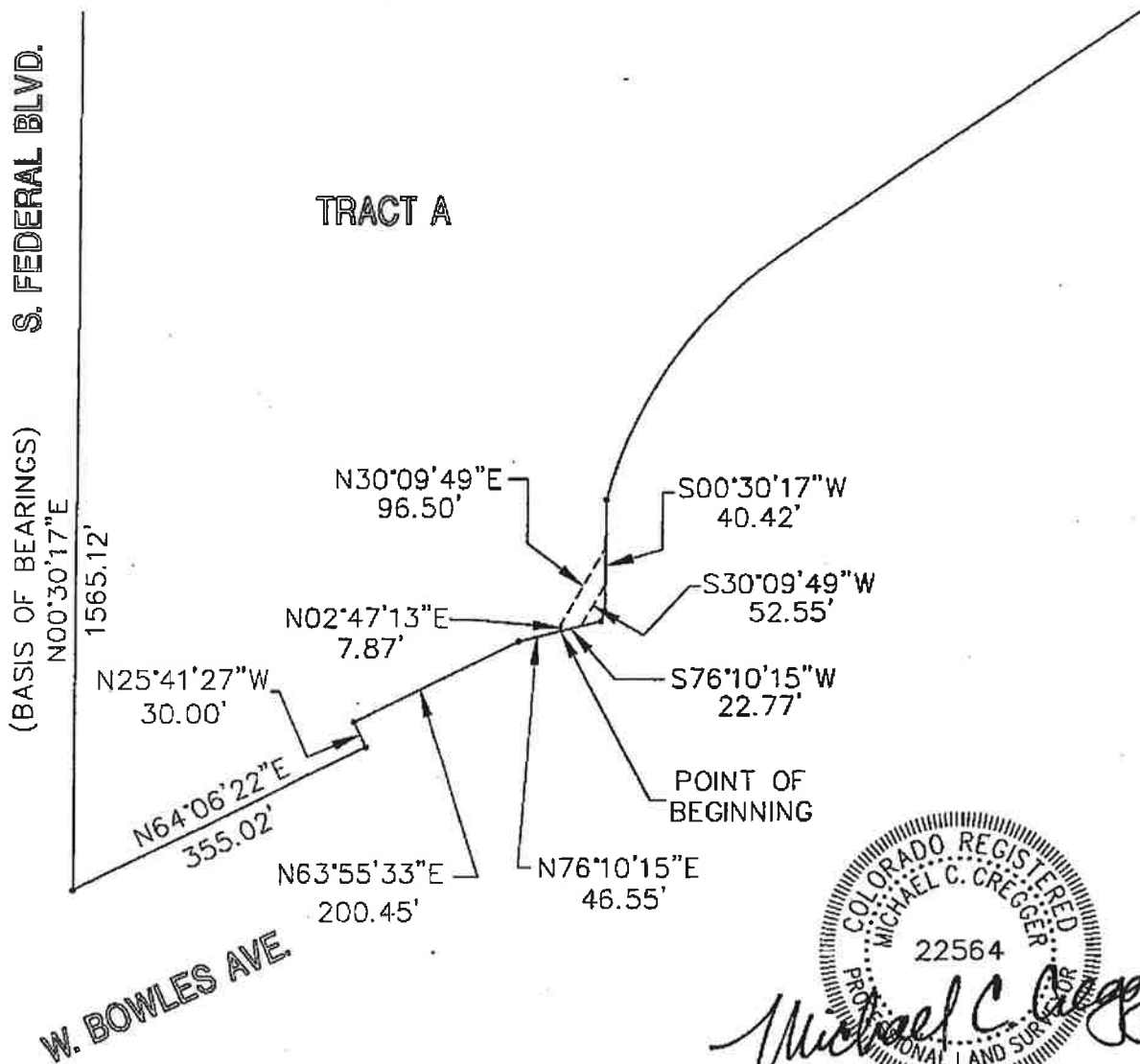
DATE 12/5/05 Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

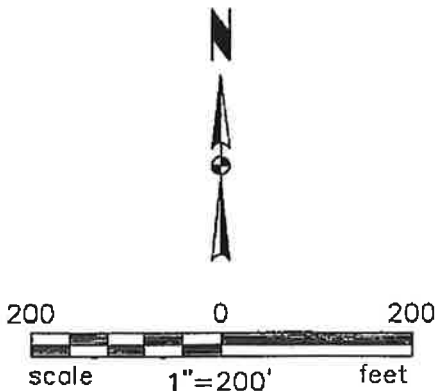
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005


PARCEL 3
SANITARY SEWER EASEMENT
 S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



Michael C. Cregger
 12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT		
	S. SUBURBAN PARKS & REC DIST. (9)		
	JOB NO. 001.104.09	DATE NOV 2005	

PARCEL 3
SANITARY SEWER EASEMENT
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT (SEE SHEET 3)

A 20 FOOT WIDE STRIP OF LAND IN TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A, AND CONSIDERING THE WEST LINE OF SAID TRACT A TO BEAR NORTH 00°30'17"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE SOUTH LINE OF SAID TRACT A THE FOLLOWING COURSES: NORTH 64°06'22"EAST, 355.02 FEET; THENCE NORTH 25°41'27"WEST, 30.00 FEET; THENCE NORTH 63°55'33"EAST, 200.45 FEET; THENCE NORTH 76°10'15"EAST, 46.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE, NORTH 02°47'13"EAST, 7.87 FEET; THENCE NORTH 30°09'49"EAST, 96.50 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG SAID EAST LINE, SOUTH 00°30'17"WEST, 40.42 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 30°09'49"WEST, 52.55 FEET TO THE SOUTH LINE OF SAID TRACT A; THENCE ALONG SAID SOUTH LINE, SOUTH 76°10'15"WEST, 22.77 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1576 SQUARE FEET, (0.04 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


DATE

12/5/05

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

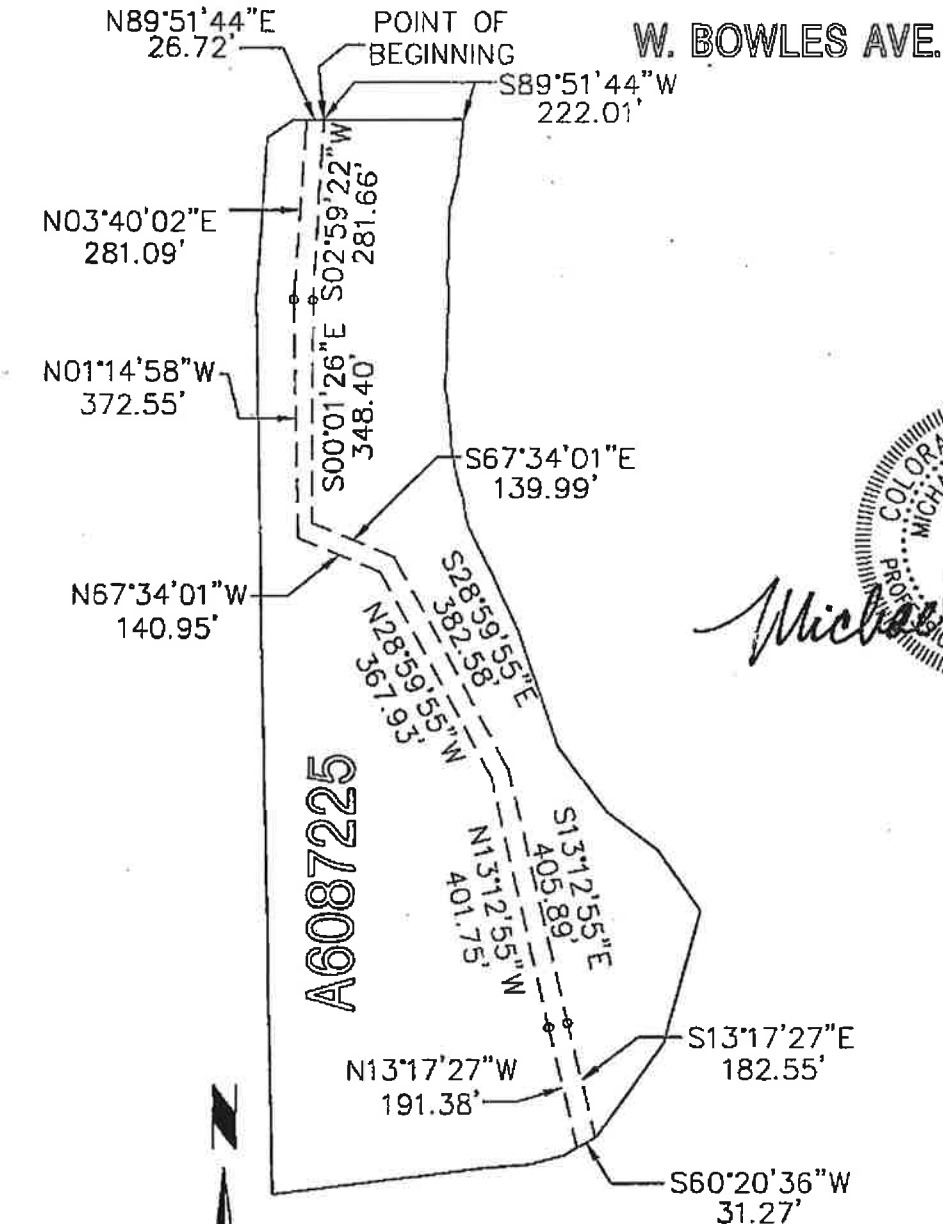


SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

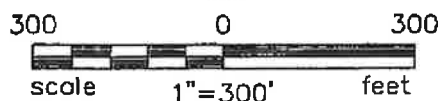
PARCEL 4
SANITARY SEWER EASEMENT


S 1/2 SECTION 17, NE 1/4 SECTION 20
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



Michael C. Cregger
12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (10)	
JOB NO.	001.104.09	DATE NOV 2005

PARCEL 4
SANITARY SEWER EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A STRIP OF LAND IN THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6087225, LOCATED IN THE SOUTH HALF OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 6, BLOCK 27, "PEABODY'S ADDITION TO LITTLETON", AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR SOUTH 89°51'44"WEST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°51'44"WEST, 222.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°59'22"WEST, 281.66 FEET; THENCE SOUTH 00°01'26"EAST, 348.40 FEET; THENCE SOUTH 67°34'01"EAST, 139.99 FEET; THENCE SOUTH 28°59'55"EAST, 382.58 FEET; THENCE SOUTH 13°12'55"EAST, 405.89 FEET; THENCE SOUTH 13°17'27"EAST, 182.55 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG SAID SOUTH LINE, SOUTH 60°20'36"WEST, 31.27 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 13°17'27"WEST, 191.38 FEET; THENCE NORTH 13°12'55"WEST, 401.75 FEET; THENCE NORTH 28°59'55"WEST, 367.93 FEET; THENCE NORTH 67°34'01"WEST, 140.95 FEET; THENCE NORTH 01°14'58"WEST, 372.55 FEET; THENCE NORTH 03°40'02"EAST, 281.09 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE ALONG SAID NORTH LINE, NORTH 89°51'44"EAST, 26.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 1.16 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


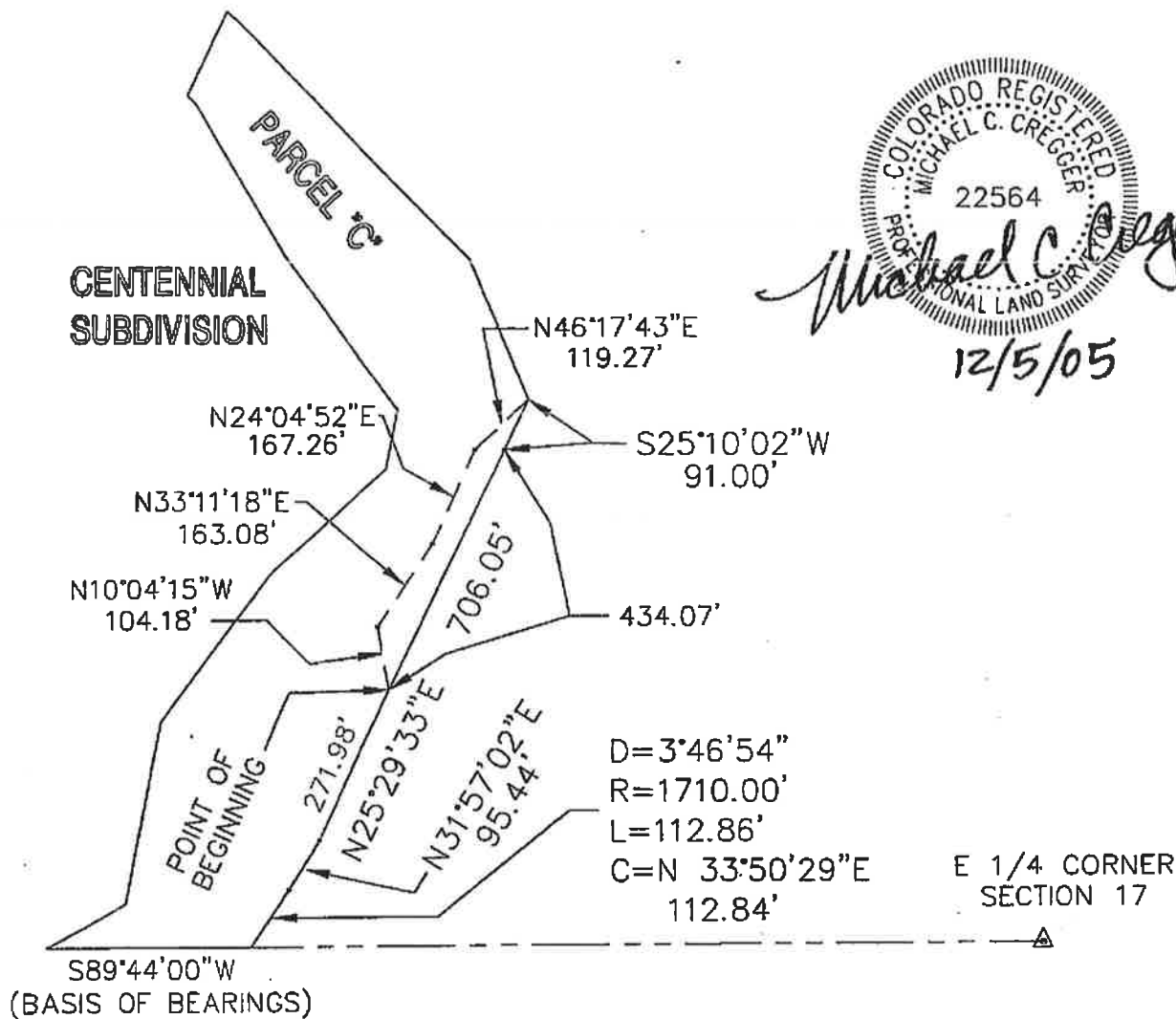
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (10)	
	JOB NO. 001.104.09	DATE NOV 2005

EXHIBIT C

PARCEL T1

TEMPORARY CONSTRUCTION EASEMENT

N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



COLORADO REGISTERED
 MICHAEL C. CREGGER
 22564
Michael C. Cregger
 PROFESSIONAL LAND SURVEYOR
 12/5/05

SHEET 1 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
JOB NO.	001.104.09	DATE
		NOV 2005

PARCEL T1
TEMPORARY CONSTRUCTION EASEMENT
N 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF PARCEL C, CENTENNIAL, ACCORDING TO THE RECORDED SUBDIVISION PLAT THEREOF, IN THE NORTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL C, AND CONSIDERING THE SOUTH LINE OF SAID CENTENNIAL SUBDIVISION TO BEAR SOUTH 89°44'00"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID PARCEL C THE FOLLOWING COURSES: ALONG A CURVE TO THE LEFT, HAVING A DELTA OF 3°46'54", A RADIUS OF 1710.00 FEET, AN ARC OF 112.86 FEET, AND A CHORD WHICH BEARS NORTH 33°50'29"EAST, 112.84 FEET; THENCE NORTH 31°57'02"EAST, 95.44 FEET; THENCE NORTH 25°29'33"EAST, 271.98 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID EAST LINE, NORTH 10°04'15"WEST, 104.18 FEET; THENCE NORTH 33°11'18"EAST, 163.08 FEET; THENCE NORTH 24°04'52"EAST, 167.26 FEET; THENCE NORTH 46°17'43"EAST, 119.27 FEET TO THE MOST EASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL THE FOLLOWING TWO COURSES: SOUTH 25°10'02"WEST, 91.00 FEET; THENCE SOUTH 25°29'33"WEST, 434.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 19,816 SQUARE FEET, (0.45 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



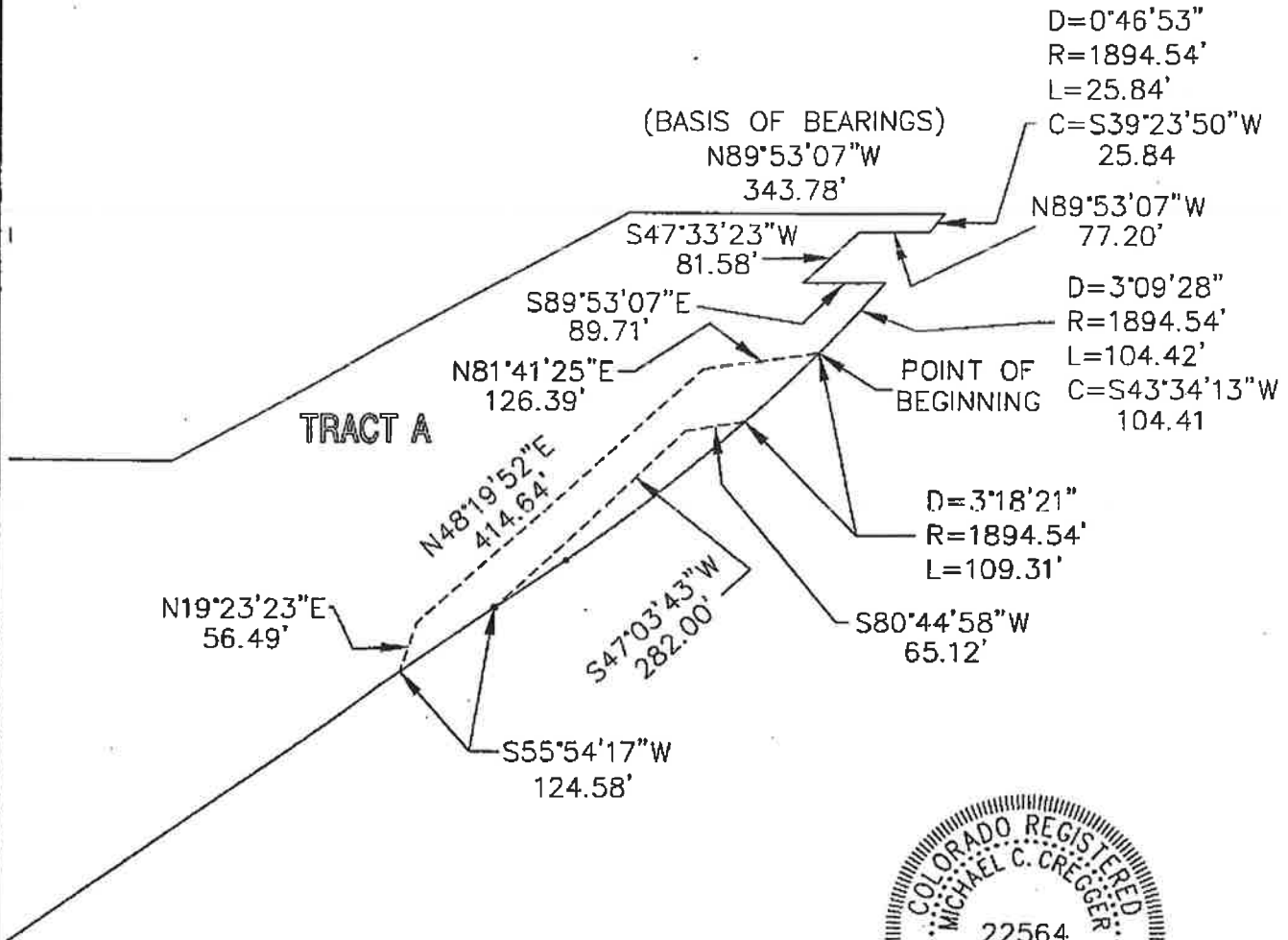
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC. DIST. (6A)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL T2

TEMPORARY CONSTRUCTION EASEMENT

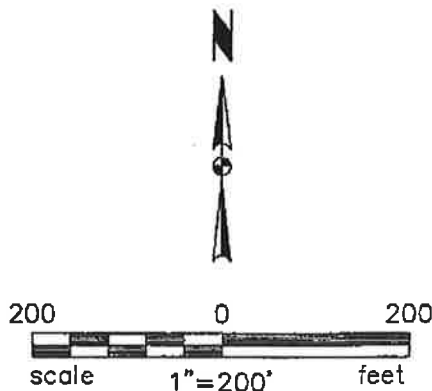
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO




Michael C. Cregger

12/5/05

SHEET 1 OF 2



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT		
	S. SUBURBAN PARKS & REC DIST. (9)		
JOB NO.	001.104.09	DATE	NOV 2005

PARCEL T2

TEMPORARY CONSTRUCTION EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT (SEE SHEET 1)

A PORTION OF TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT A, AND CONSIDERING THE ADJACENT NORTH LINE OF SAID TRACT A TO BEAR NORTH 89°53'07"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE EAST LINE OF SAID TRACT A FOLLOWING COURSES: ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 00°46'53", A RADIUS OF 1894.54 FEET, AN ARC OF 25.84 FEET, AND A CHORD WHICH BEARS SOUTH 39°23'50"WEST, 25.84 FEET; THENCE NORTH 89°53'07"WEST, 77.20 FEET; THENCE SOUTH 47°33'23"WEST, 81.58 FEET; THENCE SOUTH 89°53'07"EAST, 89.71 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 03°09'28", A RADIUS OF 1894.54 FEET, AN ARC OF 104.42 FEET, AND A CHORD WHICH BEARS SOUTH 43°34'13"WEST, 104.41 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID EAST LINE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 03°18'21", A RADIUS OF 1894.54 FEET AND AN ARC OF 109.31 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 80°44'58"WEST, 65.12 FEET; THENCE SOUTH 47°03'43"WEST, 282.00 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG SAID EAST LINE, SOUTH 55°54'17"WEST, 124.58 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 19°23'23"EAST, 56.49 FEET; THENCE NORTH 48°19'52"EAST, 414.64 FEET; THENCE NORTH 81°41'25"EAST, 126.39 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 22,333 SQUARE FEET, (0.51 ACRES) MORE OR LESS.


SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 12/5/05 Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



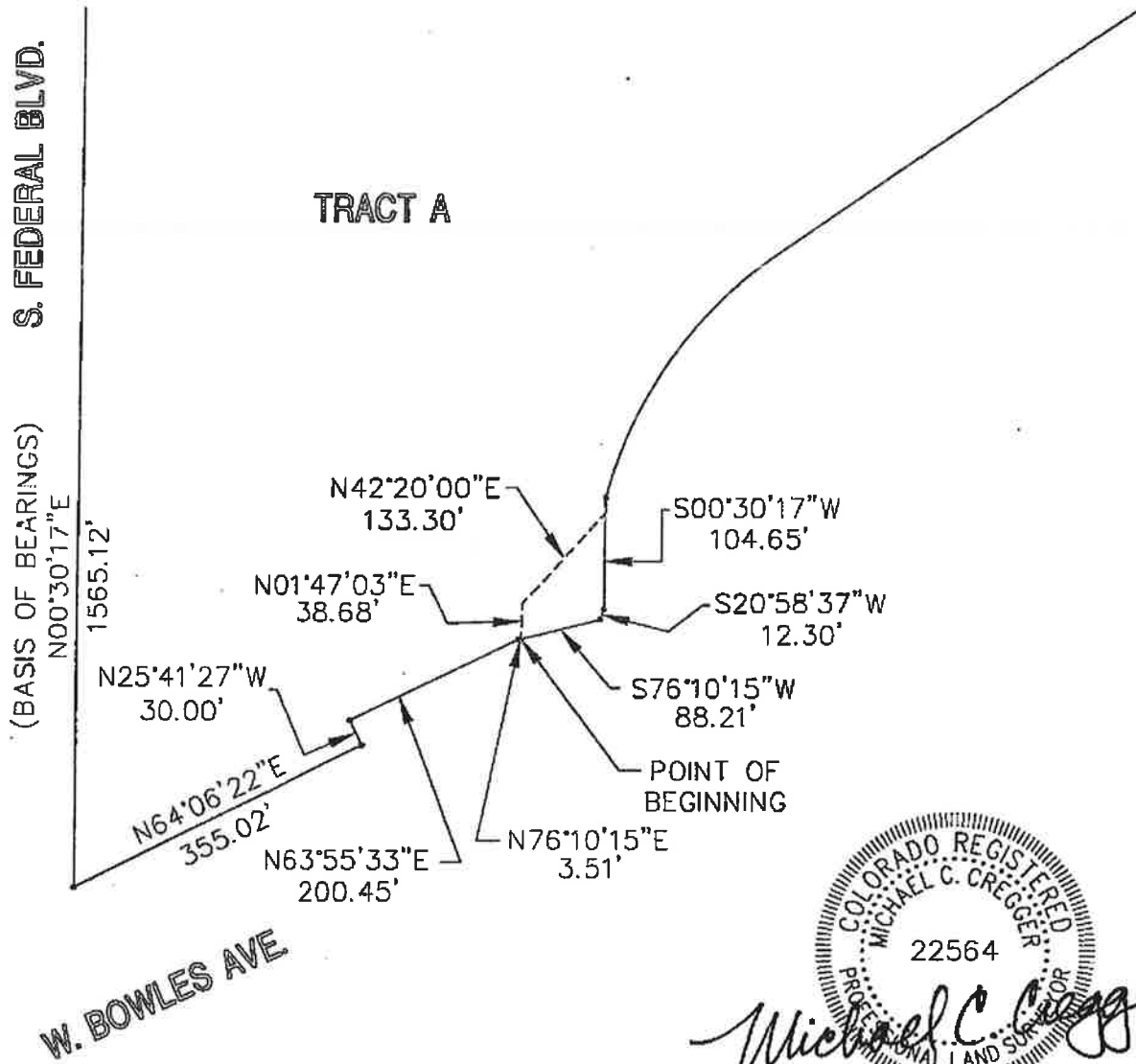
SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL T3

TEMPORARY CONSTRUCTION EASEMENT

S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2

200 0 200
scale 1"=200' feet

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

S. SUBURBAN PARKS & REC DIST. (9)

JOB NO.
001.104.09

DATE
NOV 2005

PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
S 1/2, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT (SEE SHEET 3)

A PORTION OF TRACT A, CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE SOUTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT A, AND CONSIDERING THE WEST LINE OF SAID TRACT A TO BEAR NORTH 00°30'17"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE SOUTH LINE OF SAID TRACT A THE FOLLOWING COURSES: NORTH 64°06'22"EAST, 355.02 FEET; THENCE NORTH 25°41'27"WEST, 30.00 FEET; THENCE NORTH 63°55'33"EAST, 200.45 FEET; THENCE NORTH 76°10'15"EAST, 3.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTH LINE, NORTH 01°47'03"EAST, 38.68 FEET; THENCE NORTH 42°20'00"EAST, 133.30 FEET TO THE EAST LINE OF SAID TRACT A; THENCE ALONG THE EAST AND SOUTH LINES OF SAID TRACT A THE FOLLOWING COURSES: SOUTH 00°30'17"WEST, 104.65 FEET; THENCE SOUTH 20°58'37"EAST, 12.30 FEET; THENCE SOUTH 76°10'15"WEST, 88.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 6818 SQUARE FEET, (0.16 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

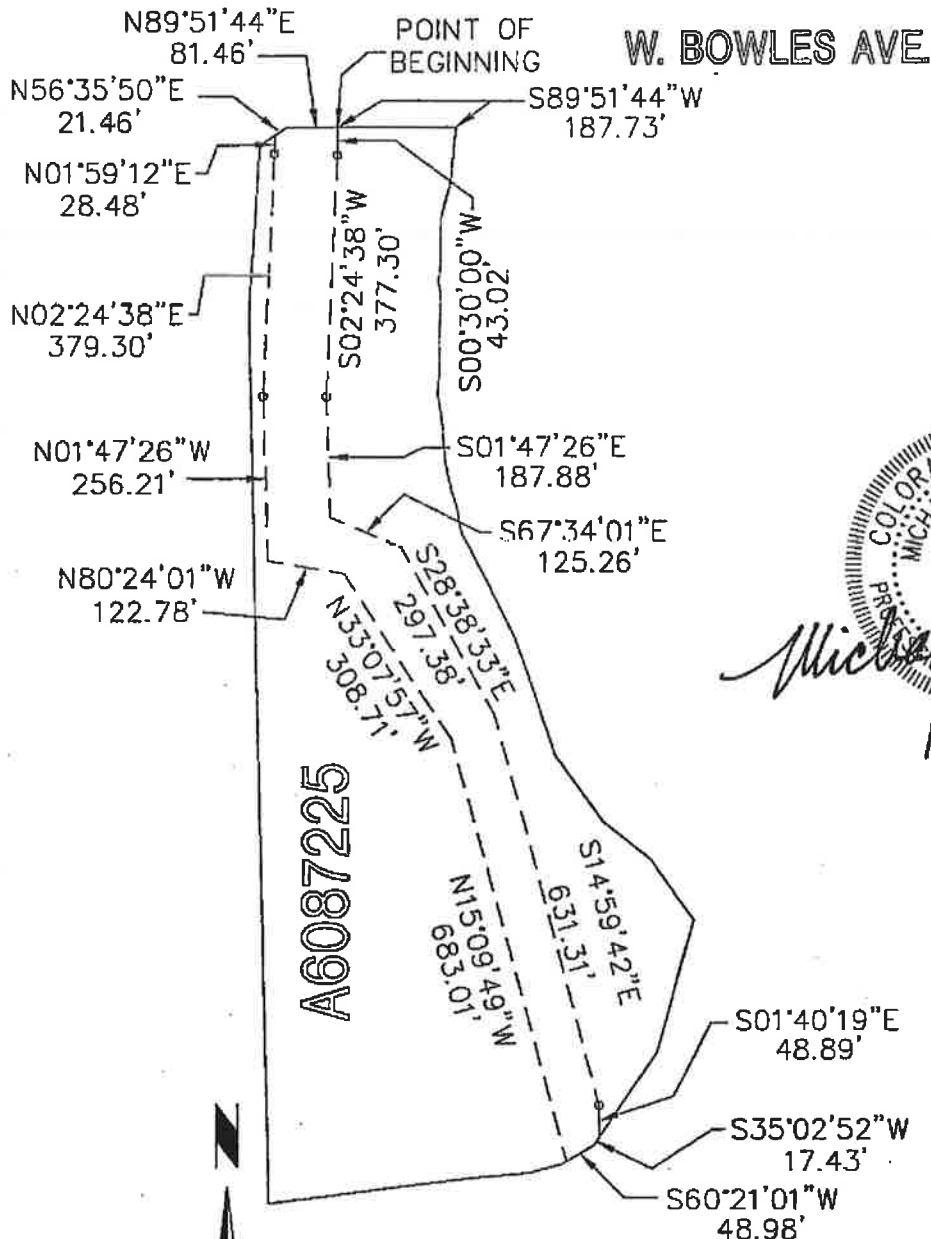
ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	S. SUBURBAN PARKS & REC DIST. (9)	
	JOB NO. 001.104.09	DATE NOV 2005

PARCEL T4

TEMPORARY CONSTRUCTION EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20

T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



Michael C. Cregger

12/5/05

SHEET 1 OF 2

300 0 300
scale 1"=300' feet

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST

TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

S. SUBURBAN PARKS & REC. DIST. (10)

JOB NO. 001.104.09

DATE NOV 2005

PARCEL T4

TEMPORARY CONSTRUCTION EASEMENT

S 1/2 SECTION 17, NE 1/4 SECTION 20

T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

A PORTION OF THE PARCEL DESCRIBED IN THE DEED RECORDED AT RECEPTION NO. A6087225, LOCATED IN THE SOUTH HALF OF SECTION 17 AND THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 6, BLOCK 27, "PEABODY'S ADDITION TO LITTLETON", AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR SOUTH 89°51'44"WEST WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°51'44"WEST, 187.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°30'00"WEST, 43.02 FEET; THENCE SOUTH 02°24'38"WEST, 377.30 FEET; THENCE SOUTH 01°47'26"EAST, 187.88 FEET; THENCE SOUTH 67°34'01"EAST, 125.26 FEET; THENCE SOUTH 28°38'33"EAST, 297.38 FEET; THENCE SOUTH 14°59'42"EAST, 631.31 FEET; THENCE SOUTH 01°40'19"EAST, 48.89 FEET TO THE SOUTH LINE OF SAID PARCEL; THENCE ALONG SAID SOUTH LINE THE FOLLOWING COURSES: SOUTH 35°02'52"WEST, 17.43 FEET; THENCE 60°21'01"WEST, 48.98 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 15°09'49"WEST, 683.01 FEET; THENCE NORTH 33°07'57"WEST, 308.71 FEET; THENCE NORTH 80°24'01"WEST, 122.78 FEET; THENCE NORTH 01°47'26"WEST, 256.21 FEET; THENCE NORTH 02°24'38"WEST, 379.30 FEET; THENCE NORTH 01°59'12"EAST, 28.48 FEET TO THE NORTH LINE OF SAID PARCEL; THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES: NORTH 56°35'50"EAST, 21.46 FEET; THENCE NORTH 89°51'44"EAST, 81.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 3.44 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

12/5/05
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2


ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	S. SUBURBAN PARKS & REC. DIST. (10)
	JOB NO. 001.104.09 DATE NOV 2005

EXHIBIT D

EXHIBIT D

SOUTH SUBURBAN PARK AND RECREATION DISTRICT EASEMENT COVENANTS

THE DISTRICT AND THE USER COVENANTS AND AGREES TO THE FOLLOWING STANDARD SET OF EASEMENT COVENANTS:

1. Vehicles allowed on the easement property will only be those reasonably necessary and/or appropriate for the work to be performed. No private vehicle parking will be allowed. Upon completion of the project, all damage will be repaired.
2. Subject to the terms of the agreement to which this Exhibit is attached, all natural materials will be returned to their original conditions after completion of the project. Plant materials shall be replaced on an assessed dollar value, as determined by South Suburban Park and Recreation District. Plant material replacements will be installed according to South Suburban's standard specifications, which will include, but are not limited to, property storage and installation of the natural materials so as to maximize the chance for survival. Any such installations shall be guaranteed for a minimal period of one year after installation.
3. The surface layer of ground will be scraped two (2) inches deep and stockpiled for replacement as top soil before soil preparation.
4. Backfilled trenches shall be compacted to ninety percent (90%) Standard Proctor Density. Physical tampering will be done between eight (8) inch layers (maximum) of backfill.
5. After replacing the stored top soil, the trenched and backfilled surface will be scarified.
6. Excess material shall be removed from the site.
7. The disturbed area shall be reseeded as per specifications of the District.
8. The easement shall be maintained in a clean and sanitary condition and the improvements thereon in good repair at all times.
9. The contemplated improvements are to be completed in a reasonable period of time, and in accordance with the pre-approved schedule.
10. Access onto property shall be according to an approved plan and as much as possible be confined to the shortest feasible route from the nearest street, as pre-approved by the District.

11. All work concerning utilities and services (gas, telephone, water, sewer, cable televisions, and so forth) will be coordinated with the respective companies.

12. The District reserves the right to demand and approve specifications regarding construction in advance of said construction. Such approval in no way creates responsibility in the District for oversight or compliance with the specifications with Colorado law.

13. Grantee, within its legal ability to do so under the Constitution of the State of Colorado and without in any way or manner intending to waive or waiving the defenses or limitations on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Sec. 24-10-101, *et seq.*, C.R.S.), (should said laws be applicable), the Colorado Constitution, or under the laws of the United States, the State of Colorado, or Arapahoe County, shall indemnify and save harmless the District, its officers and employees, against any and all claims, damages, actions or causes of action and expenses to which it may be subjected by reason of any work done or omission made by Grantee, its agents, officers or employees, in connection with the construction, replacement, maintenance or repair of such Improvements.

EXHIBIT H

**Roxborough Water and Sanitation District
Easement Deed Termination
Reception No. B6143901**

**Roxborough Water and Sanitation District
Permanent Sanitary Sewer Easement Termination
Reception No. B6143904**

Please return to:
Roxborough Park Metropolitan District
6222 North Roxborough Park Road
Littleton, CO 80125

Arapahoe County Clerk & Recorder, Nancy A. Dely

Reception #: B6143901

Receipt #: 5301400

Recording Fee: \$181.00

Pages Recorded: 36

Date Recorded: 10/6/2006 2:08:26 PM

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF LITTLETON**, a municipal corporation of the State of Colorado, Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby sell, convey, grant and quit claim to the **ROXBOROUGH WATER AND SANITATION DISTRICT** (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, the Grantee, a thirty foot (30') permanent easement to enter, re-enter, remove and operate one or more sanitary sewer pipelines, manholes and all underground surface appurtenances thereto, of such size and capacity as necessary or required by the Grantee, in, through, over and across the real property ("Property") described in Exhibit A (Including **Parcel 1 - Sanitary Sewer Easement, Parcel 2 - Sanitary Sewer Easement, Parcel 3 - Sanitary Sewer Easement and Parcel 4 - Sanitary Sewer Easement**), attached hereto and incorporated herein by this reference, situate in the County of Arapahoe and State of Colorado, being a part of the Grantor's South Platte Floodplain Park, a natural flood plain wilderness park, to wit:

As part of the grant herein contained, the parties mutually covenant and agree as follows:

1. Grantor covenants to and with the Grantee that the Grantee's officers, agents, employees and contractors shall have the right to ingress in, to, over, through and across the Property for any purposes needful for the full enjoyment of any other right of occupancy or use provided herein.
2. Grantee agrees to notify the Grantor at least thirty (30) days prior to the commencement of any construction, installation, reconstruction, modification or repair to the sewer line so that the Grantor may make such inspection and take such action as it deems reasonably necessary for the protection of the wildlife in the park during critical migration, nesting, and birthing periods (generally March 1 through July 31), for the protection of the park in general and to assure itself that the provisions of this Easement are being complied with. For standard maintenance, cleaning and repair, Grantee shall give Grantor three (3) days advance notice. Grantee shall not be required to furnish notice prior to commencing any construction, modification or repairs necessitated by an emergency but shall thereafter notify the Grantor no later than the next business day after such work is performed of the nature, extent and location of any such emergency work. The term "emergency" shall mean any situation wherein Grantee's reasonable determination the public health or safety would be jeopardized or endangered by waiting three (3) days before initiating needed construction, modification or repairs.
3. Grantor reserves the right to make full use of the property as may be necessary or convenient in the operation of the South Platte Park and related activities and hereby retains all right to use, construct, operate, maintain, repair, remove, or relocate any of its facilities located or to be located within the Property at any time and in such manner it deems necessary or convenient, but only in such manner as will not unreasonably interfere with Grantee's use of its

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF LITTLETON**, a municipal corporation of the State of Colorado, Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby sell, convey, grant and quit claim to the **ROXBOROUGH WATER AND SANITATION DISTRICT** (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, the Grantee, a thirty foot (30') permanent easement to enter, re-enter, remove and operate one or more sanitary sewer pipelines, manholes and all underground surface appurtenances thereto, of such size and capacity as necessary or required by the Grantee, in, through, over and across the real property ("Property") described in Exhibit A (Including **Parcel 1 - Sanitary Sewer Easement, Parcel 2 - Sanitary Sewer Easement, Parcel 3 - Sanitary Sewer Easement and Parcel 4 - Sanitary Sewer Easement**), attached hereto and incorporated herein by this reference, situate in the County of Arapahoe and State of Colorado, being a part of the Grantor's South Platte Floodplain Park, a natural flood plain wilderness park, to wit:

As part of the grant herein contained, the parties mutually covenant and agree as follows:

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2. Grantee agrees to notify the Grantor at least thirty (30) days prior to the commencement of any construction, installation, reconstruction, modification or repair to the sewer line so that the Grantor may make such inspection and take such action as it deems reasonably necessary for the protection of the wildlife in the park during critical migration, nesting, and birthing periods (generally March 1 through July 31), for the protection of the park in general and to assure itself that the provisions of this Easement are being complied with. For standard maintenance, cleaning and repair, Grantee shall give Grantor three (3) days advance notice. Grantee shall not be required to furnish notice prior to commencing any construction, modification or repairs necessitated by an emergency but shall thereafter notify the Grantor no later than the next business day after such work is performed of the nature, extent and location of any such emergency work. The term "emergency" shall mean any situation wherein Grantee's reasonable determination the public health or safety would be jeopardized or endangered by waiting three (3) days before initiating needed construction, modification or repairs.
3. Grantor reserves the right to make full use of the property as may be necessary or convenient in the operation of the South Platte Park and related activities and hereby retains all right to use, construct, operate, maintain, repair, remove, or relocate any of its facilities located or to be located within the Property at any time and in such manner it deems necessary or convenient, but only in such manner as will not unreasonably interfere with Grantee's use of its

facilities or of any of its rights under this easement, including but not limited to, Grantee's right of access to existing and future facilities that may be located within the Property. Any building or structure other than such things as bike paths, sidewalk and fences with gates that Grantee has the ability to open and close shall be deemed to constitute an unreasonable interference with Grantee's rights hereunder unless such buildings or structures are expressly approved in writing by Grantee which approval shall not be unreasonably withheld; provided Grantee shall have no obligation to replace or repair any such subsequently approved building or structure damaged or destroyed as a result of Grantee's rights herein contained. Grantor will not plant or install any trees or other wood nursery stock on the Property without the approval of the Grantee which shall not be unreasonably withheld; provided Grantee shall have no obligation to replace or repair any such subsequently approved trees or wood nursery stock damaged or destroyed as a result of Grantee's rights herein contained. Grantor, at its expense, may construct or cause to be constructed multi-use trails on said sewer easement; and upon excavation thereof by Grantee, Grantee shall restore the same, together with any fences or gates, damaged by Grantee, as nearly as may be reasonably done to the grade and conditions they were in prior to excavation.

4. Except as indicated on the construction plans made available as part of the bid documents for the construction of Grantee's sanitary sewer facilities, a set of which has been previously provided to Grantor, Grantee shall not trim or cut down any trees, shrubs, bushes or brush on the Grantor's property without having received the prior written permission of the Grantor, which permission shall not be unreasonably withheld by the Grantor. Any debris from the trimming or cutting of any trees, shrubs or brush shall be removed and disposed of by the Grantee at its sole expense and to the satisfaction of the Grantor. Prior to any construction or tree trimming or removal by the Grantee, representatives of the Grantor and Grantee shall walk the property and mark and identify such trees, shrubs, brush and bushes to be removed or trimmed.

5. To the extent permitted by law, Grantee shall indemnify, defend and save harmless the Grantor, its council members, employees and agents, against any and all claims or fees and court costs to which it or they may be subjected by reason of the negligent or intentional tortuous actions or tortuous failures to act of Grantee, its agents, officers or employees arising out of in connection with the construction, use, operation, modification, replacement, maintenance, repair or removal of Grantee's sewer line; provided that Grantee's total obligation to indemnify Grantor, including defense costs, shall not exceed the limits of liability as set forth in the Colorado Governmental Immunity Act, as the same now exists or as amended.

6. If the construction of all or any part of Grantee's sewer line is to be performed by a contractor under contract with Grantee, the Grantee shall notify the Grantor and shall incorporate the applicable stipulations and conditions set forth in paragraphs 2, 4, 5, 7, 8, 10, 11 and 15 of this Easement Deed into the contract specifications and, if required by the Grantor shall cause said contractor to obtain, prior to commencement of the work, an insurance policy or policies in an amount sufficient to cover the Grantor, its officers, agents and employees, from any losses or damages resulting from the work performed by the contractor. Grantee shall

provide the Grantor with copies of said insurance policies and the Grantor shall be named as an additional insured thereon.

7. The Grantee shall at no time interfere with the flow of water through the lakes within the Grantor's property, and the Grantee shall assume all risks incident to the presence, or potential presence, of water within the Grantor's property. Further, the Grantee shall take all reasonable steps necessary to protect the sewer line from surface or ground water damage. Grantee shall prepare and submit an erosion control plan to the grantor for its review and approval prior to any work.

8. Grantee shall use reasonable means to prevent the discharge or leakage of sewage into or upon and damage to the Grantor's property resulting from the construction, modification, replacement or repair, use, operation and maintenance of the Grantee's sewer line. Any clean-up, repair or replacement of the Grantor's property, or installations on said property, shall be made by Grantee at its sole expense when the same is the result of the negligence of Grantee, its agents, officers, employees, contractors, arising from the construction, modification, operation, maintenance, repair, use or replacement of Grantee's sewer line. With regard to any discharge, leak or spill occurring as a result of the sole negligence of the Grantor or its agents, officers, employees or contractors, clean-up shall be at the sole expense of Grantor. Discharges or leaks of sewage or other damage which is not the result of the negligence of either party shall be allocated between the parties thereto in equal shares. With regard to any discharge, leak or spill occurring as a result of any cause, the parties shall cooperate with each other and use their best efforts to effect necessary clean-up and repair, and/or replacement, in a timely fashion; provided, however, that by performing or causing such clean-up, repair, replacement, neither of the parties shall be deemed to have waived any claim either of them may have against third parties for indemnification or reimbursement.

9. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights herein contained; provided, however, that Grantee shall not exercise said right in any manner which would interfere with, modify or change those lakes and ponds adjacent to the Property without the advance written permission of the Grantor. It is expressly agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any sewer pipeline or lines and appurtenances within the Property without the advance written permission of Grantee, the earth cover over any sewer pipeline or lines may be modified, but normally permission will not be granted for a modification resulting in cover of less than 4.5 feet nor greater than 10 feet measured vertically from the top of any sewer pipeline or lines, any modification undertaken by the Grantor shall be upon terms which provide for reimbursement to the Grantee for the cost of any alterations to any pipeline facility made necessary by the change in the earth cover.

10. Except as otherwise provided herein, after construction, reconstruction, repair or maintenance or removal of lines by the Grantee or Grantee's contractor, the general surface of the Property, except as necessarily modified to accommodate appurtenances, shall be restored as

nearly as may reasonably be done, to the grade and condition it was in immediately prior to such construction and maintenance. In addition, any construction debris shall be cleaned from the site to the reasonable satisfaction of Grantor. Grantee's trenches or excavations within the Property shall be backfilled in accordance with Grantor's specifications and with the terms of this Easement Deed.

Grantee shall pay to Grantor the amount of One Hundred Twenty Thousand Dollars (\$120,000) for costs associated with Grantor's revegetation of the property following initial construction of the sewer line. Such costs shall be deemed to include, but shall not be limited to, repair and replacement of any damaged irrigation facilities, replacement of trees, bushes, and shrubs, reseeding grassy areas, construction fence removal, and soil replacement and resspreading. Upon payment of the aforementioned \$120,000, Grantee shall have no other obligation to revegetate, including the repair and replacement of damaged irrigation facilities, or to maintain the same, following initial construction but shall be required to revegetate the property thereafter upon reconstruction, repairs, maintenance or removal of sanitary sewer lines as provided above.

To assist in Grantor's revegetation of the property, Grantee shall be required to remove and separately stockpile the excess in-situ material located above the excavation zone of the proposed pipeline facilities approximately every 150 feet along the length of pipeline facilities.. The Grantor will be solely responsible for revegetation of the area above the excavation zone, as well as the remaining affected areas of the Property, once the Grantee has completed backfilling the pipeline trench as provided above. Grantor's revegetation activities shall not generally commence until the Grantee has completed testing and acceptance of the pipeline facilities within the Grantee's easement, unless Grantor's revegetation can otherwise not be completed within the accepted fall or spring seeding season. Grantor's revegetation of the Property shall include spreading any excess in-situ material and scarifying the surface prior to reseeding, all in Grantor's sole discretion. Grantee shall have no obligation to spread excess in-situ material, other than to accomplish backfilling the pipeline trench, and Grantee shall have no obligation to scarify the surface on any portion of the Property.

11. Any construction contemplated or performed under this Easement Deed shall comply with and conform to all Grantor's Engineering and Utilities Division construction standards in effect at the time construction commences and shall be performed and completed in substantial conformance with the plans submitted to and approved by said Division. Grantee shall, if requested by Grantor, place and maintain permanent, visible markers, such as a bollard, of a type and at locations designated by Grantor to define the manhole locations of Grantee's sewer line installation or installations. Grantee shall provide Grantor with "as built" drawings of said construction and improvements. Except for temporary survey stakes during periods of construction, Grantee shall not place any survey monument, monument, manhole marker, marker or any other structure or improvement which projects above the surface of the ground without the advance written approval of the Grantor which approval shall not be unreasonably withheld.

12. Before replacing, enlarging, relocating or adding to its sewer line, Grantee shall advise the Grantor of such proposed change and furnish plans and specifications of the proposed change to Grantor for review and approval.

13. In case Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Grantee shall cease and terminate, and the Grantor shall hold said premises as the same may then be, free from the right so abandoned and shall own all material and structures of the Grantee so abandoned, but nothing herein shall be construed as working a forfeiture, or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the abandonment of Grantee's rights. Notwithstanding any such abandonment, Grantee's obligation to indemnify and save harmless the Grantor, its council members, officers, employees and agents, shall not terminate unless Grantee's sewer line or lines have been removed or plugged to the reasonable satisfaction of Grantor.

14. Grantee may remove the sewer line or lines installed hereunder only after providing Grantor with written notice of Grantee's intent to remove the sewer line or lines. In the event Grantee does remove its sewer line or lines, immediately following such removal Grantee shall restore the property as nearly as may reasonably be done, to the grade and condition it was in immediately prior to such removal.

15. Grantee shall comply with all applicable laws, ordinances, and all rules, regulations and requirements of any governmental authority promulgated there under controlling environmental standards and conditions of the Property and shall obtain all permits or approvals required for such work including Section 404 permits as necessary from the United States government.

16. This non-exclusive easement shall not be assigned or in any other manner transferred or conveyed, by operation of law or otherwise, without the prior written approval of the Grantor through action by the City Council, which approval shall not be unreasonably withheld, unless said assignment is operative as a matter of law, such as in a consolidation or dissolution.

17. The rights and privileges granted in this Easement Deed are subject to prior agreements, easements, licenses and conveyances, recorded or unrecorded; and it shall be the Grantee's sole responsibility to determine the existence of any such rights, uses or installations conflicting with the Grantee's use of the Grantor's Property hereunder and to resolve any conflict.

18. This Easement Deed shall extend to and be binding upon the successors and assigns of the respective parties hereto.

19. This Easement Deed constitutes the complete agreement of the parties hereto with respect to the subject matter hereof, and there are no oral understanding or agreements not contained in this Easement Deed.

20. Grantee agrees that all other public utilities, such as water, storm sewer, gas, electric and telephone utilities, may be installed within the Property as long as they do not interfere with the Grantee's rights herein granted. All public utilities crossing the easement herein granted must cross at approximately right angles and any and all of said utilities which parallel Grantee's sewer line shall not be permitted within fifteen (15) feet of each side of the centerline of the Property. The intent herein is to reserve for Grantee at least thirty (30) feet of the easement width.

21. In addition to the permanent easement described above, Grantor hereby grants to Grantee a temporary construction easement for the purpose of constructing the sewer pipeline described herein. Said temporary construction easement shall encumber Parcel T1, Parcel T2, Parcel T3, and Parcel T4, all as more particularly described on Exhibit B attached hereto and incorporated herein. Said temporary construction easement shall be of no further force or effect eighteen (18) months from the date Grantee commences construction of the pipeline on the Property. Grantee shall provide written notice to Grantor of the date upon which construction commences on the Property to permit calculating the date upon which the temporary construction easement shall terminate. During the term of the temporary construction easement, Grantee shall not erect or construct or allow to be erected or constructed any building or other structures within the temporary construction easement area other than those as may be required by any applicable State or Federal regulation (by way of example, portable restroom facilities).

At any time during Grantee's ownership of this Easement, Grantee reasonably determines that additional temporary construction easements are necessary, Grantor agrees, at no cost, to grant to Grantee a temporary construction easement, on, under, over and across the real property described on Exhibit "B," using a form of temporary construction easement and right-of-way agreement as proscribed by Grantor, provided however, that, in non-emergency situations the granting of the temporary easement may be delayed, modified or conditioned in such manner as will protect the wildlife in the park during critical migration, nesting and birthing periods (generally March 1 through July 31).

22. Following completion of construction on the Property, restoration and revegetation of the temporary construction easement area shall be the responsibility of Grantor, as set forth in Paragraph 10 of this Easement Deed.

23. It is contemplated that the sanitary sewer facilities constructed by Grantee on the Property will be conveyed from Grantee to Grantor at some point in the future. At such time as the sanitary sewer facilities are conveyed to Grantor, this Easement Deed shall be extinguished and Grantee shall deliver to Grantor an instrument, in a form acceptable to Grantor, delivering all of Grantee's right, title, and interest in the Property to Grantor.

EXECUTED this 26th day of September, 2006.

ATTESTED:

CITY OF LITTLETON, COLORADO

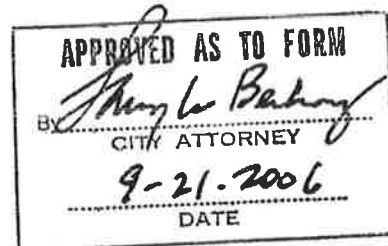
Julie Bower
City Clerk

By: James A. Taylor
President of City Council

APPROVED AS TO FORM:

City Attorney

County of Arapahoe)
) ss.
State of Colorado)



Subscribed and sworn to before me this 26th day of September 2006, by
James A. Taylor, President of City Council, City of Littleton, Colorado and attested to by
Julie Bower, City Clerk, the City of Littleton, State of Colorado.

My commission expires: July 7, 2007

Rebecca A. Phye
Notary Public



EXHIBIT A

PARCEL 1 – SANITARY SEWER EASEMENT

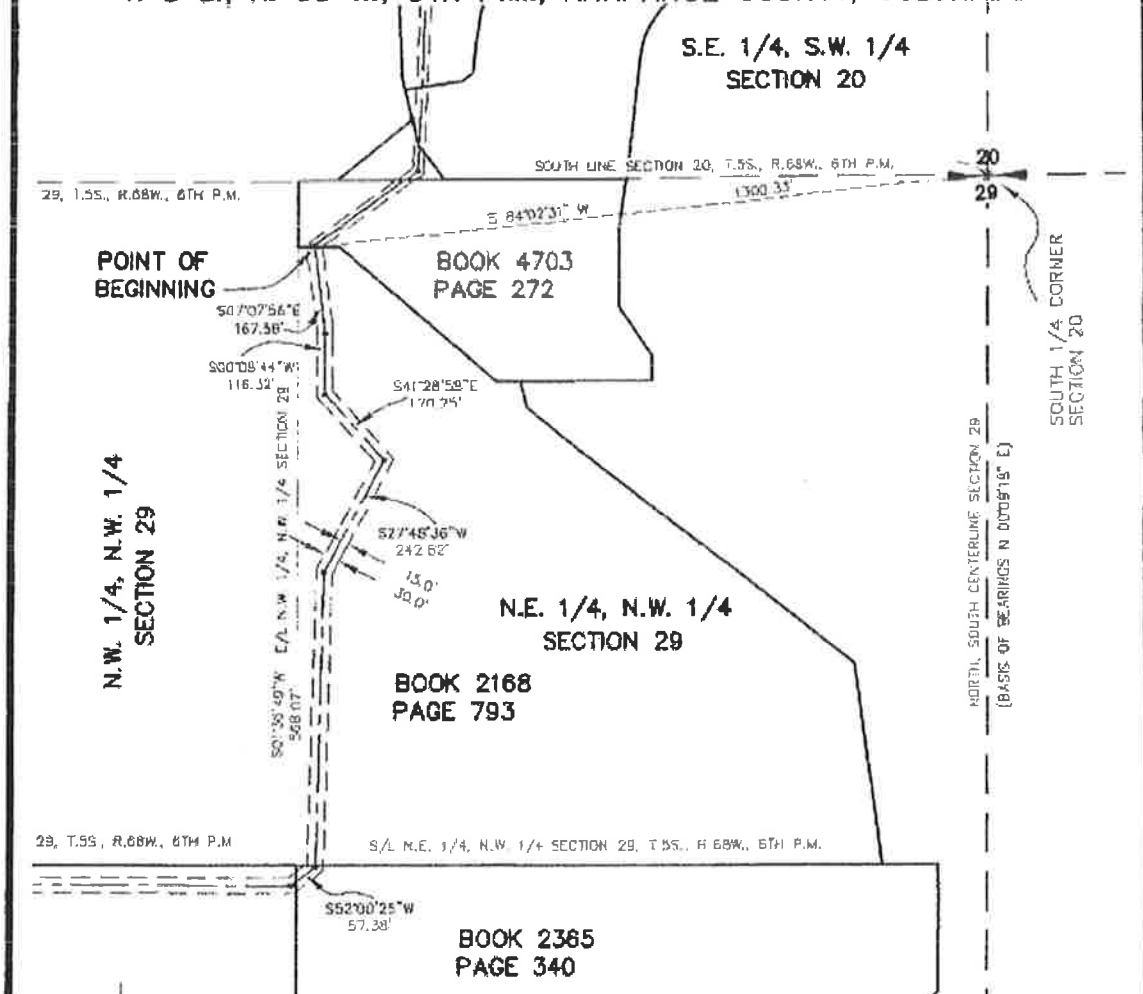
PARCEL 2 – SANITARY SEWER EASEMENT

PARCEL 3 – SANITARY SEWER EASEMENT

PARCEL 4 – SANITARY SEWER EASEMENT

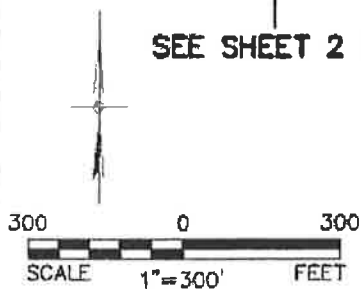
PARCEL 1 SANITARY SEWER EASEMENT


N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SEE SHEET 2 OF 3

SHEET 1 OF 3



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON 23-26	
	JOB NO. 001.104.09	DATE JAN. 2006

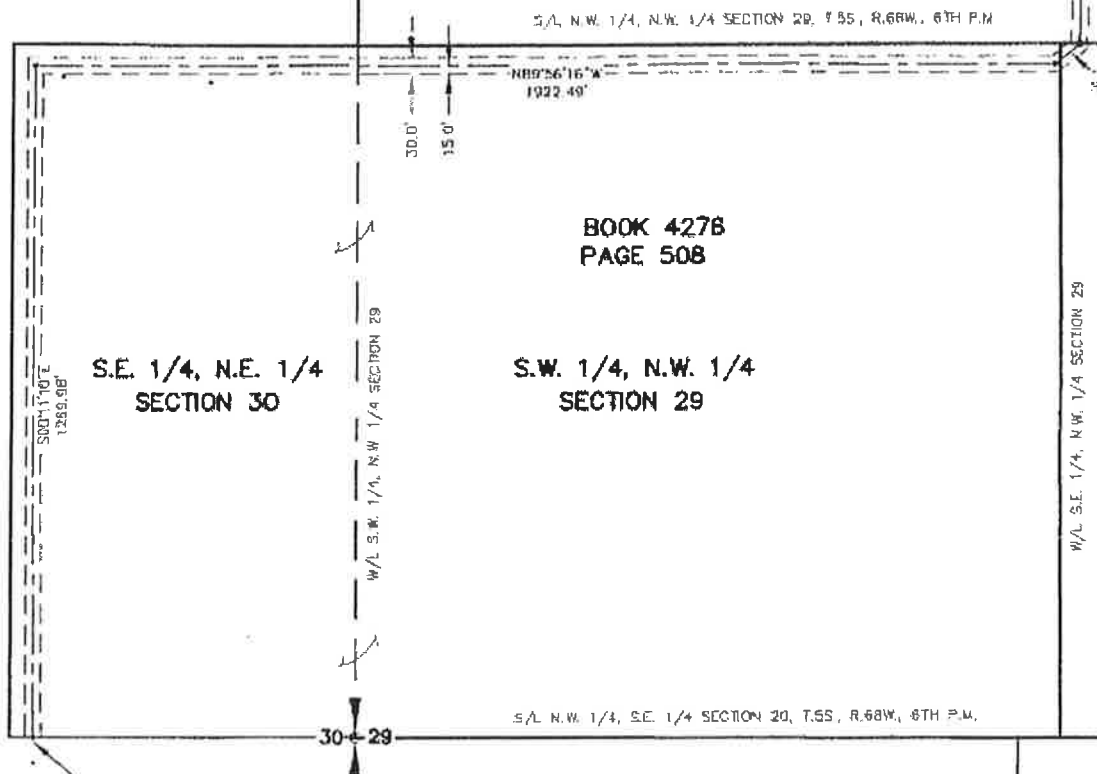
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 1 SANITARY SEWER EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 1 OF 3



POINT OF TERMINUS

SHEET 2 OF 3

300 0 300
SCALE 1"=300' FEET

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON 23-28

JOB NO.
001.104.09

DATE
JAN. 2006

PARCEL 1 SANITARY SEWER EASEMENT

N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 30.00 FEET WIDE AND 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2168, PAGE 793, BOOK 2365, PAGE 340 AND BOOK 4276, PAGE 508, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°08' 18" E.,


BEGINNING AT A POINT ON THE MOST WESTERLY NORTH LINE OF SAID BOOK 2168, PAGE 793, THAT BEARS S. 84°02' 31" W., 1300.33 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE S. 07°07'56" E., 167.58 FEET; THENCE S. 00°08' 44" W., 116.32 FEET; THENCE S. 41°28' 58" E., 170.25 FEET; THENCE S. 27°48' 38" W., 242.62 FEET; THENCE S. 01°36' 49" W., 568.07 FEET; THENCE S. 52°00' 25" W., 57.38 FEET; THENCE N. 88°56' 16" W., 1922.49 FEET; THENCE S. 00°11' 10" E., 1260.98 FEET TO A POINT IN THE SOUTH LINE OF SAID BOOK 4276, PAGE 508, SAID COUNTY, DEED RECORDS AND THE TERMINUS OF SAID CENTERLINE.



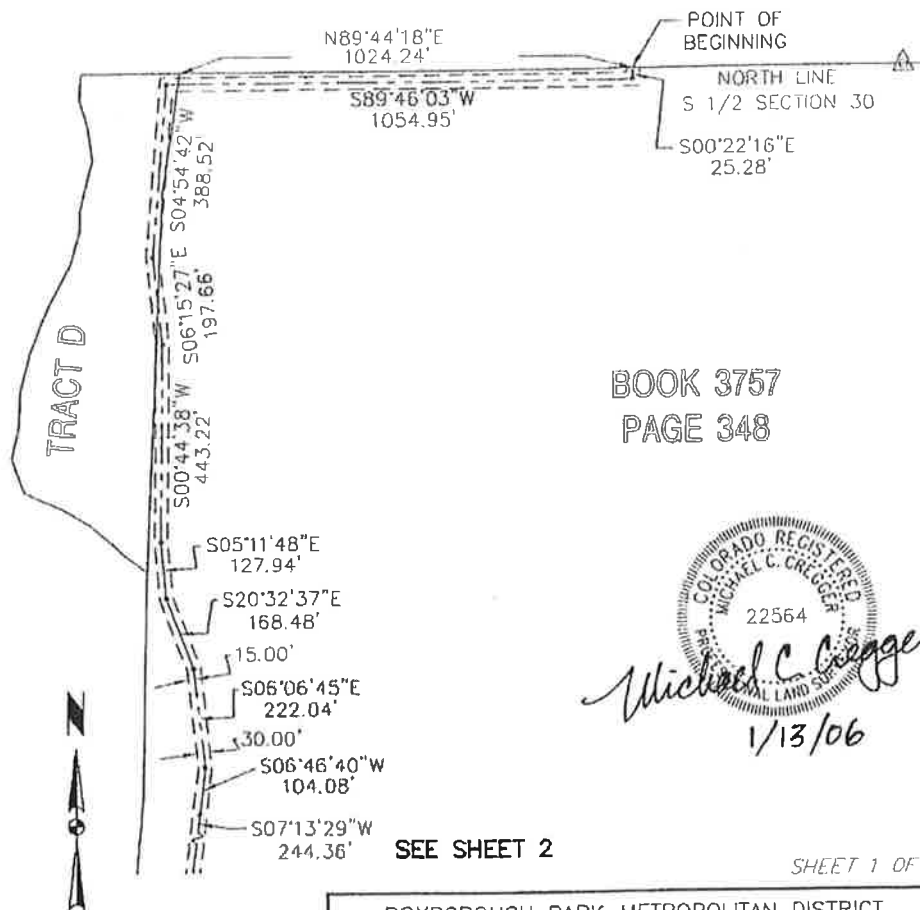
2/07/06

RICHARD P. PALMER DATE
COLORADO REGISTRATION NO. 25375

SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON 23-26	
	JOB NO. 001.104.09	DATE JAN. 2006

PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO



BOOK 3757
 PAGE 348

1/13/06

SEE SHEET 2

SHEET 1 OF 4

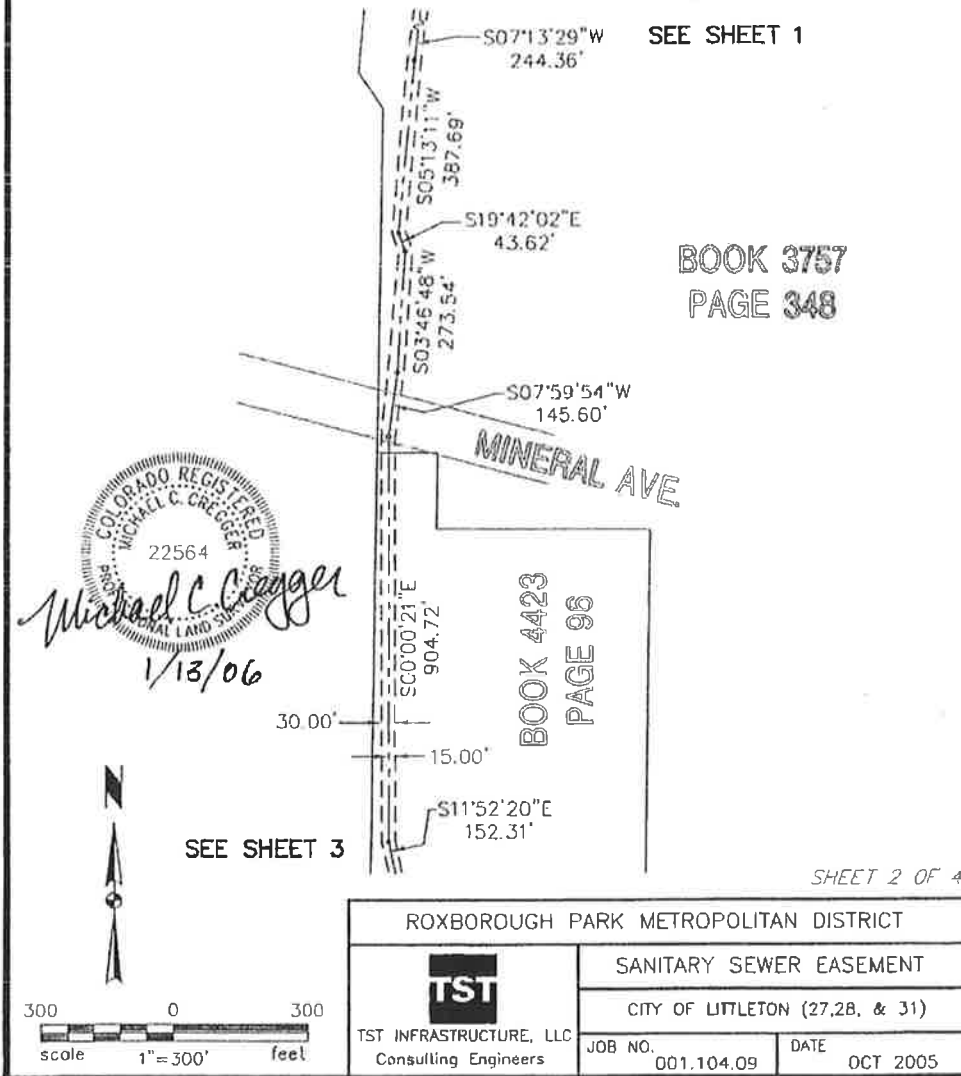


ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
JOB NO.	001.104.09	DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

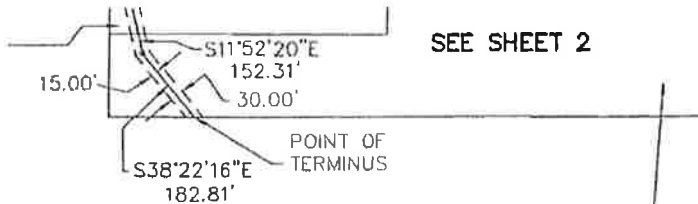
PROJ. NO. 102-005

PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

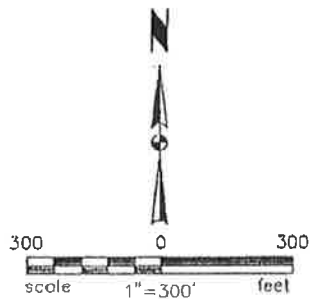


PARCEL 2
SANITARY SEWER EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

BOOK 4423
 PAGE 96



BOOK 3757
 PAGE 348




Michael C. Gregger
 1/13/06

SHEET 3 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST
 TST INFRASTRUCTURE, LLC
 Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON (27,28, & 31)

JOB NO. 001.104.09

DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ. NO. 102-005

PARCEL 2
SANITARY SEWER EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 30.00 FOOT WIDE STRIP OF LAND IN TRACT D OF THE POLO RESERVE - POLO RIDGE FARMS FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AND IN THE PARCELS DESCRIBED IN THE DEEDS RECORDED IN BOOK 3757 AT PAGE 348 AND IN BOOK 4423 AT PAGE 96, LOCATED IN THE SOUTH HALF OF SECTION 30 AND IN THE NORTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR NORTH 89°44'18"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, NORTH 89°44'18"EAST, 1024.24 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID NORTH LINE, ALONG SAID CENTERLINE, THE FOLLOWING COURSES: SOUTH 00°22'16"EAST, 25.28 FEET; THENCE SOUTH 89°46'03"WEST, 1054.95 FEET; THENCE SOUTH 04°54'42"WEST, 388.52 FEET; THENCE SOUTH 06°15'27"EAST, 197.66 FEET; THENCE SOUTH 00°44'38"WEST, 443.22 FEET; THENCE SOUTH 05°11'48"EAST, 127.94 FEET; THENCE SOUTH 20°32'37"EAST, 168.48 FEET; THENCE SOUTH 06°06'45"EAST, 222.04 FEET; THENCE SOUTH 06°46'40"WEST, 104.08 FEET; THENCE SOUTH 07°13'29"WEST, 244.36 FEET; THENCE SOUTH 05°13'11"WEST, 387.69 FEET; THENCE SOUTH 19°42'02"EAST, 43.62 FEET; THENCE SOUTH 03°46'48"WEST, 273.54 FEET; THENCE SOUTH 07°59'54"WEST, 145.60 FEET; THENCE SOUTH 00°00'21"EAST, 904.72 FEET; THENCE SOUTH 11°52'20"EAST, 152.31 FEET; THENCE SOUTH 38°22'16"EAST, 182.81 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO TERMINATE AT THE NORTH AND SOUTH LINES OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 3.53 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

DATE 2/8/06


Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 4 OF 4

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-ROT-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT
	CITY OF LITTLETON (27,28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

PARCEL 3
SANITARY SEWER EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

SEE SHEET 2

EXHIBIT A
BOOK 3325
PAGE 353



9/18/06

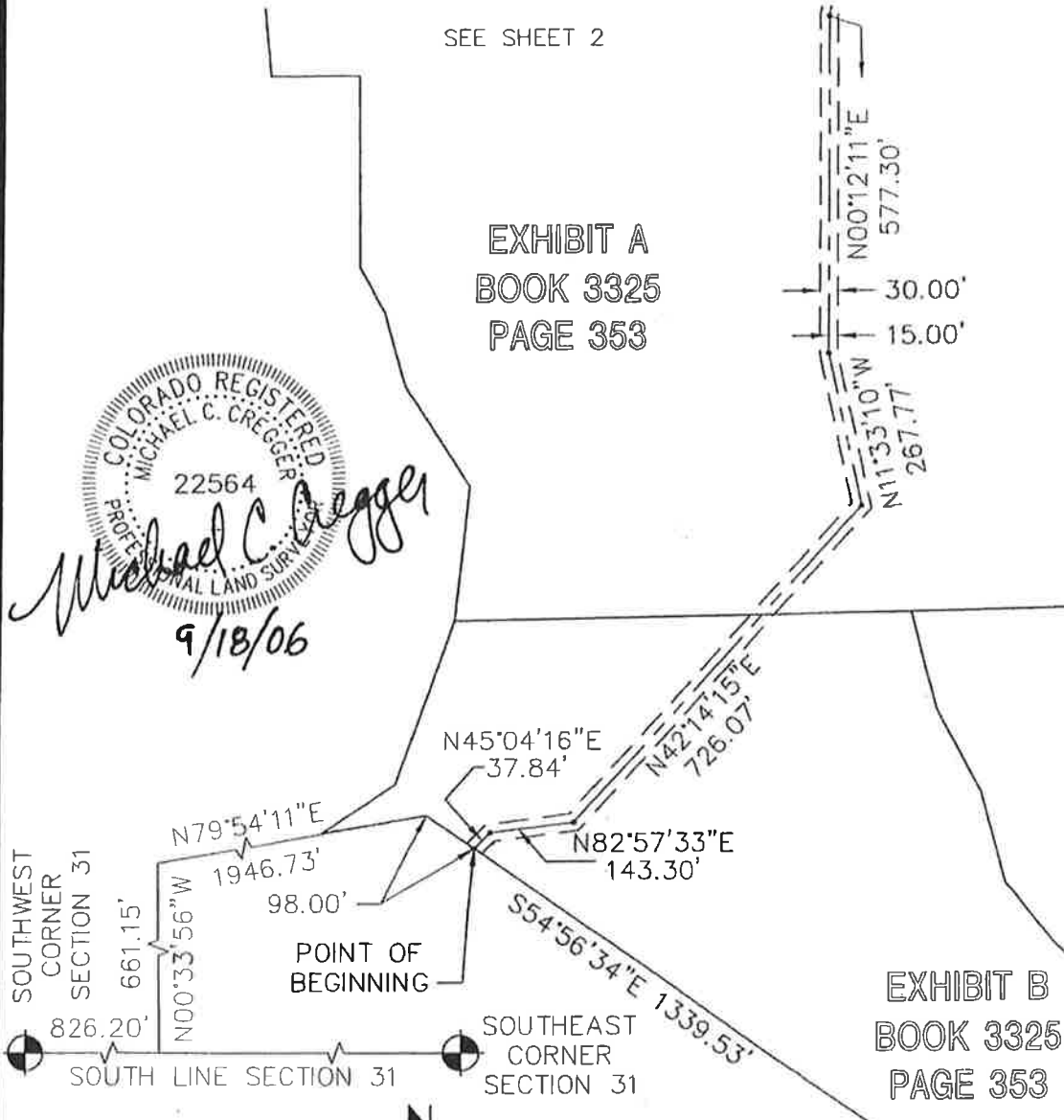
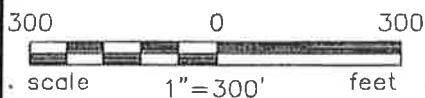



EXHIBIT B
BOOK 3325
PAGE 353

SHEET 1 OF 3



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (32 & 33)	
JOB NO.	001.104.09	DATE
		REV. SEP 2006

PARCEL 3
SANITARY SEWER EASEMENT
 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO

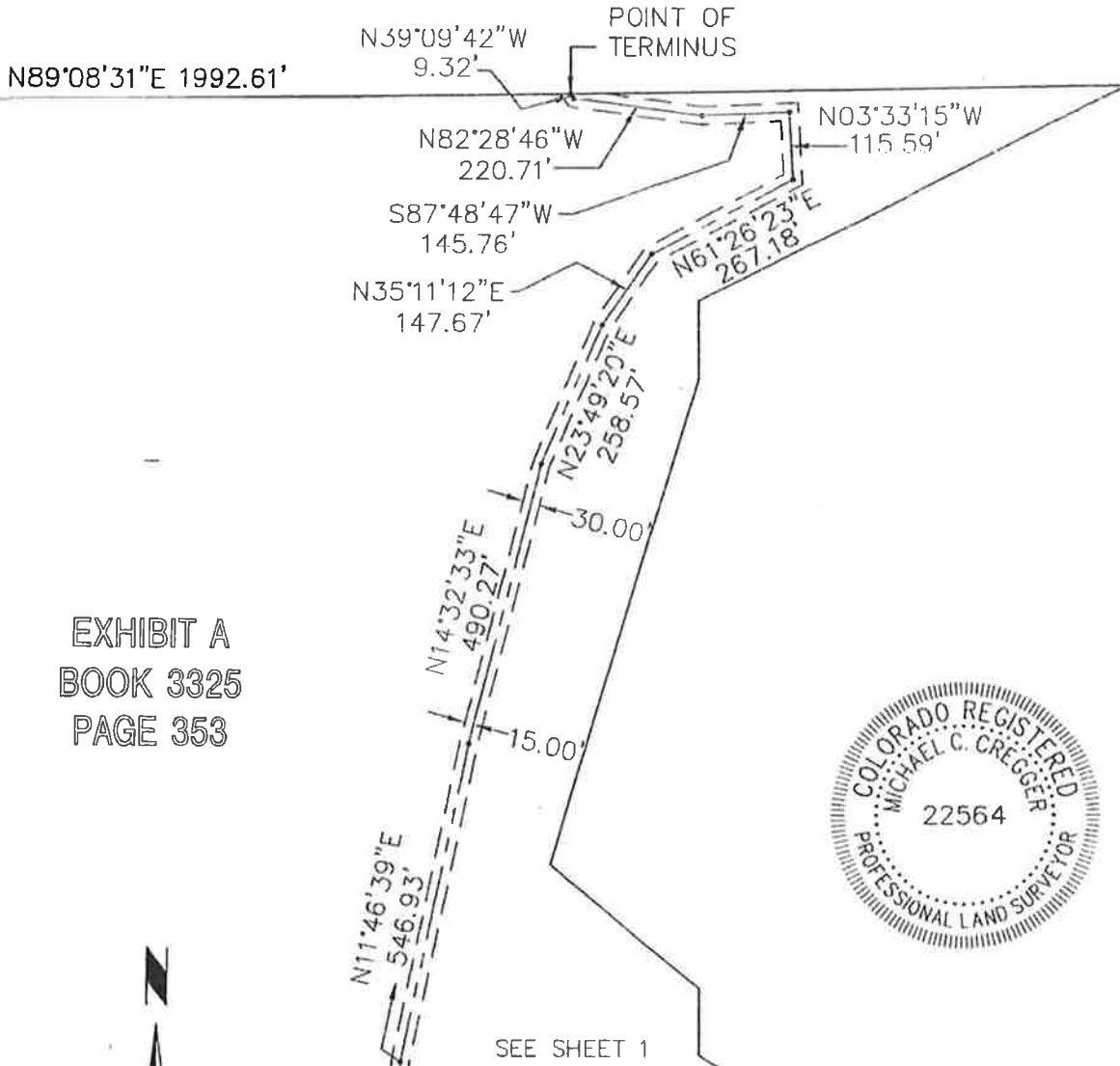
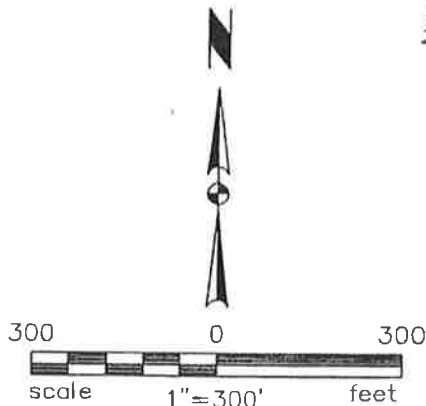



EXHIBIT A
 BOOK 3325
 PAGE 353



SEE SHEET 1

SHEET 2 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL 3
SANITARY SEWER EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION – SANITARY SEWER EASEMENT

A 30.00' WIDE STRIP OF LAND IN THE PARCELS DESCRIBED IN EXHIBIT A AND EXHIBIT B IN THE WARRANTY DEED RECORDED IN BOOK 3325 AT PAGE 353 LOCATED IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, 826.20 FEET; THENCE NORTH 00°33'56"WEST, 661.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 79°54'11"EAST, 1946.73 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, SOUTH 54°56'34"EAST, 98.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE DEPARTING SAID SOUTHWESTERLY LIMITS, NORTH 45°04'16"EAST, 37.84 FEET; THENCE NORTH 82°57'33"EAST, 143.30 FEET; THENCE NORTH 42°14'15"EAST, 726.07 FEET; THENCE NORTH 11°33'10"WEST, 267.77 FEET; THENCE NORTH 00°12'11"EAST, 577.30 FEET; THENCE NORTH 11°46'39"EAST, 546.93 FEET; THENCE NORTH 14°32'33"EAST, 490.27 FEET; THENCE NORTH 23°49'20"EAST, 258.57 FEET; THENCE NORTH 35°11'12"EAST, 147.67 FEET; THENCE NORTH 61°26'23"EAST, 267.18 FEET; THENCE NORTH 03°33'15"WEST, 115.59 FEET; THENCE SOUTH 87°48'47"WEST, 145.76 FEET; THENCE NORTH 82°28'46"WEST, 220.71 FEET; THENCE NORTH 39°09'42"WEST, 9.32 FEET TO THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID EXHIBIT A AND THE POINT OF TERMINUS OF SAID CENTERLINE, WITH THE SIDE LINES OF SAID STRIP OF LAND CONSIDERED TO BE SHORTENED OR LENGTHENED SO AS TO INTERSECT THE SOUTHWESTERLY LIMITS OF SAID EXHIBIT B AND THE NORTH LINE OF SAID EXHIBIT A. THE ABOVE DESCRIBED PARCEL CONTAINS 118,499 SQUARE FEET (2.72 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

9/18/06
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

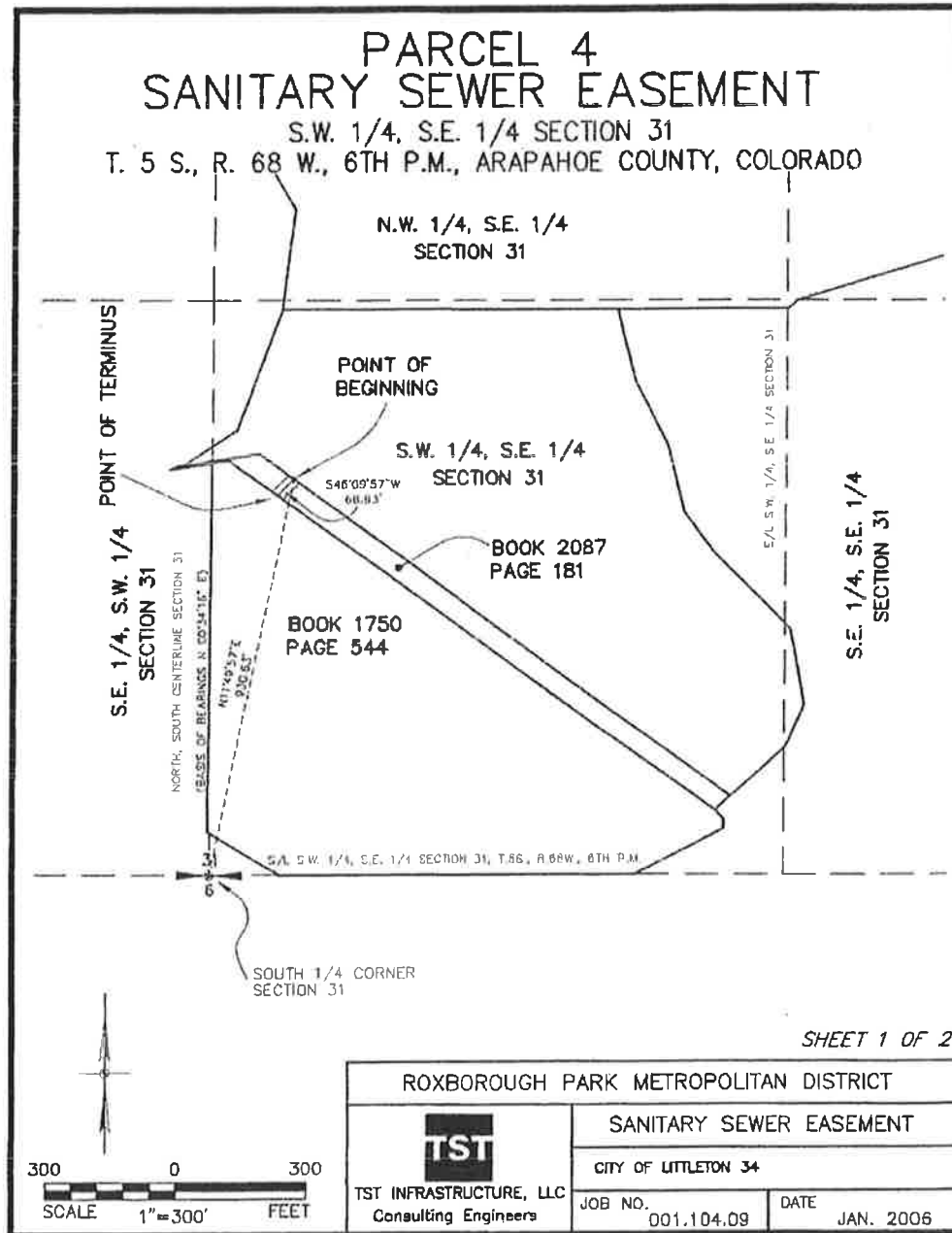


SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (32 & 33)	
JOB NO. 001.104.09	DATE REV. SEP 2006	

PARCEL 4 SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL 4
SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 30.00 FEET WIDE AND 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2087, PAGE 181, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 31 SHALL BE ASSUMED TO BEAR N. 00°34' 16" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 2087, PAGE 181, THAT BEARS N. 11°49' 57" E., 930.63 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 31; THENCE S. 46°08' 57" W., 68.93 FEET TO THE TERMINUS OF SAID CENTERLINE.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

2/07/06

DATE

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON 34

JOB NO.
001.104.09

DATE
JAN. 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

EXHIBIT B

PARCEL T1-Temporary Construction Easement

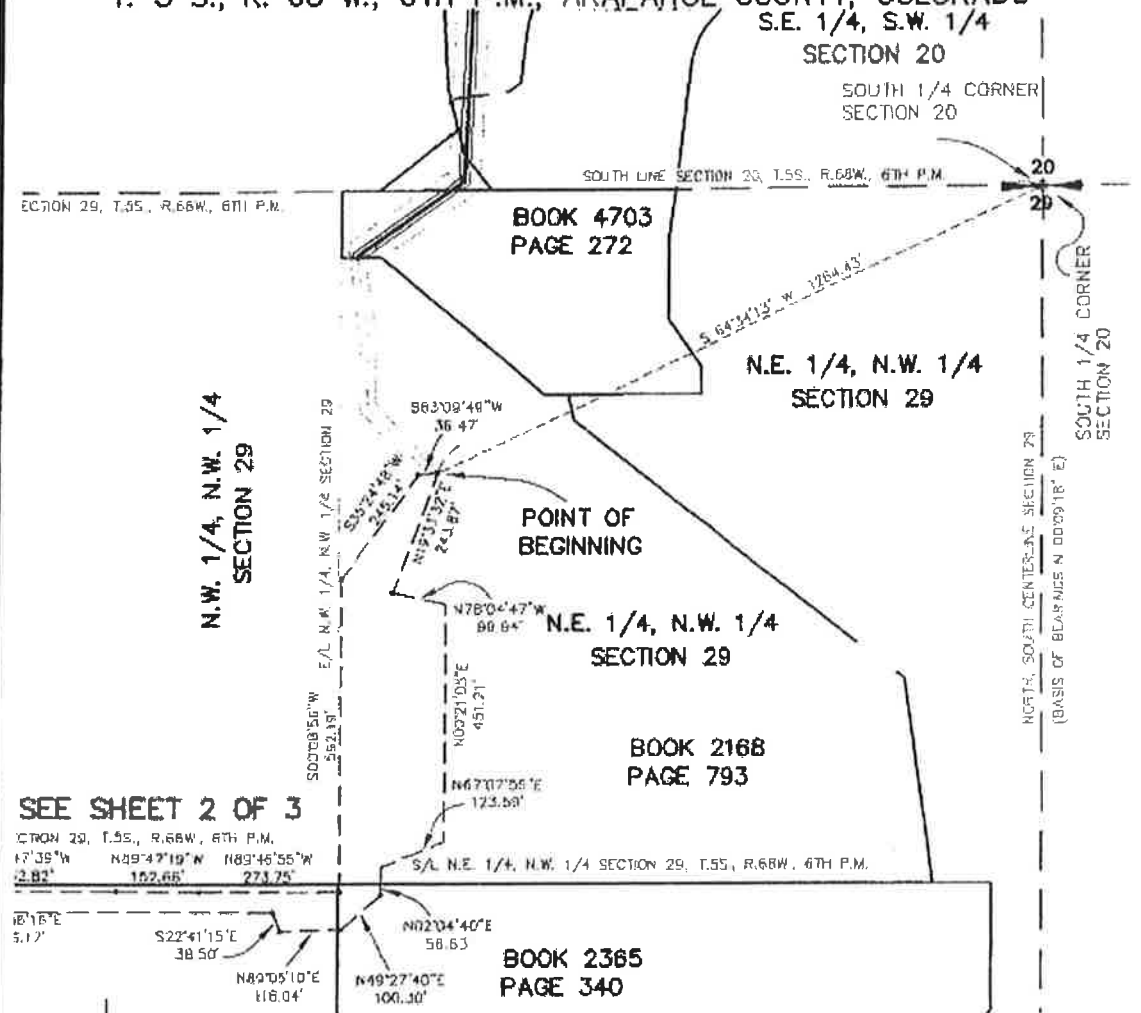
PARCEL T2-Temporary Construction Easement

PARCEL T3-Temporary Construction Easement

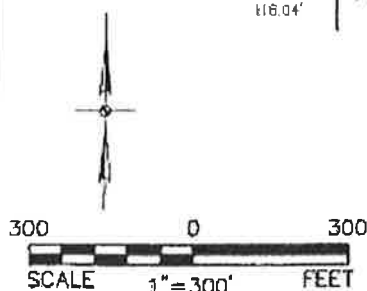
PARCEL T4-Temporary Construction Easement


PARCEL T1 TEMPORARY CONSTRUCTION EASEMENT

N.W. 1/4 OF SECTION 29 & THE S.E., N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 3



ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON 23-28	
JOB NO.	001.104.09	DATE
		REV FEB. 2006

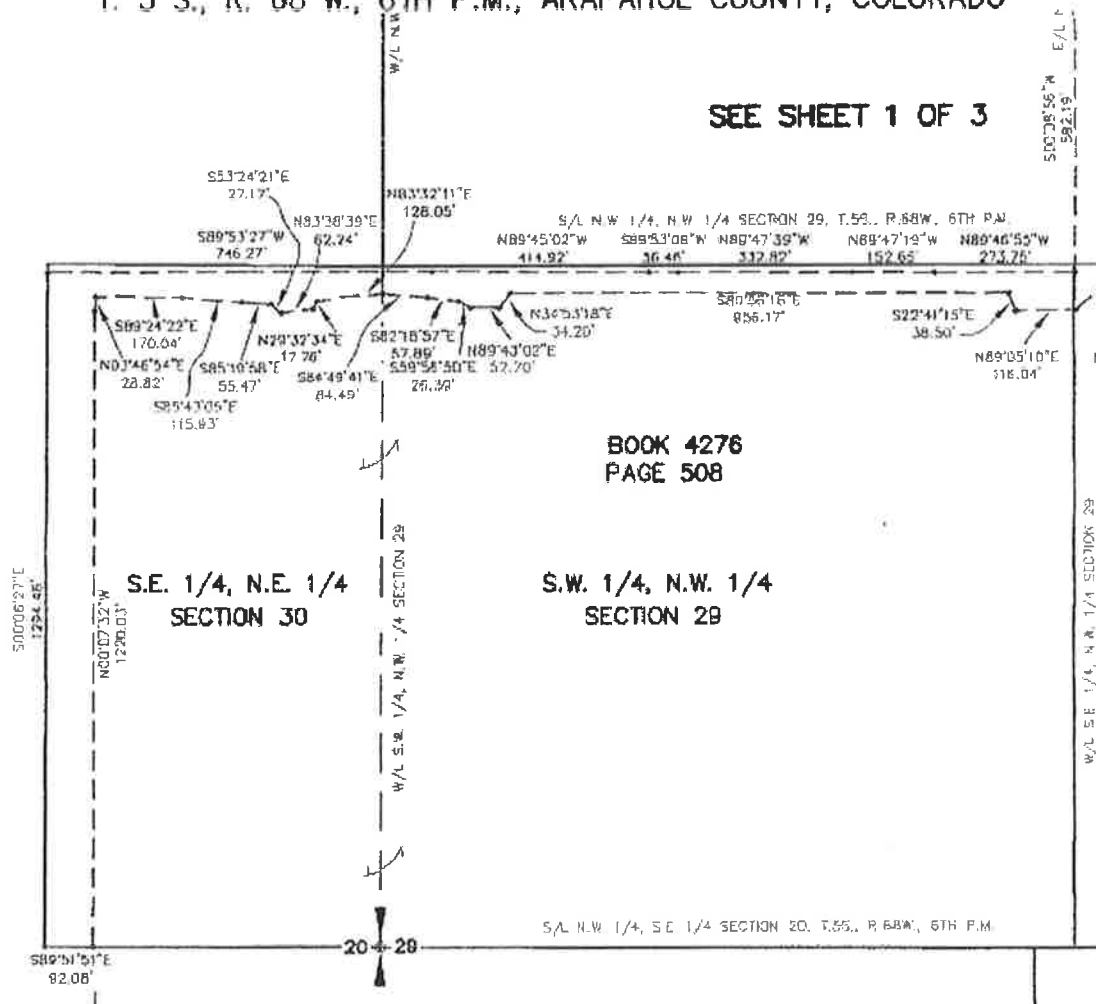
FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL T1 TEMPORARY CONSTRUCTION EASEMENT

N.W. 1/4 OF SECTION 29 & THE S.E., N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 1 OF 3



SHEET 2 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST

TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON 23-26

JOB NO.
001.104.09

DATE
REV FEB. 2006

FILE NAME: PWSI_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL T1

TEMPORARY CONSTRUCTION EASEMENT

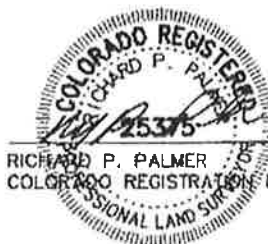
N.W. 1/4 SECTION 29 & THE S.E. 1/4, N.E. 1/4 SECTION 30
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2168, PAGE 793, BOOK 2365, PAGE 340 AND 4276, PAGE 508, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 29 AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°09' 18" E.,

BEGINNING AT A POINT THAT BEARS S. 64°34' 13" W., 1264.43 FEET FROM THE NORTH ONE-QUARTER CORNER OF SAID SECTION 29; THENCE S. 35°24' 48" W., 245.14 FEET; THENCE S. 00°08' 56" W., 592.19 FEET; THENCE N. 89°46' 55" W., 273.75 FEET; THENCE N. 89°47' 19" W., 152.66 FEET; THENCE N. 89°47' 39" W., 332.82 FEET; THENCE S. 89°53' 08" W., 56.48 FEET; THENCE N. 89°45' 02" W., 414.92; THENCE S. 89°53' 27" W., 748.27 FEET TO A POINT IN THE WEST LINE OF SAID BOOK 4276, PAGE 508, SAID COUNTY, DEED RECORDS; THENCE S. 00°06' 27" E., ALONG SAID WEST LINE THEREOF, 1294.46 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE S. 89°51' 51" E., ALONG THE SOUTH LINE THEREOF, 92.08 FEET; THENCE N. 00°07' 32" W., 1220.03 FEET; THENCE N. 03°46' 54" E., 28.82 FEET; THENCE S. 89°24' 22" E., 170.04 FEET; THENCE S. 85°43' 05" E., 115.93 FEET; THENCE S. 85°19' 58" E., 55.47 FEET; THENCE S. 53°24' 21" E., 27.17 FEET; THENCE N. 83°38' 39" E., 62.24 FEET; THENCE N. 28°32' 34" E., 17.78 FEET; THENCE N. 83°32' 11" E., 128.05 FEET; THENCE S. 84°48' 41" E., 84.49 FEET; THENCE S. 82°18' 57" E., 57.89 FEET; THENCE S. 59°56' 50" E., 26.39 FEET; THENCE N. 89°43' 02" E., 52.70 FEET; THENCE N. 34°53' 18" E., 34.20 FEET; THENCE S. 89°56' 16" E., 956.17 FEET; THENCE S. 22°41' 15" E., 38.50 FEET; THENCE N. 89°05' 10" E., 116.04 FEET; THENCE N. 49°27' 40" E., 100.30 FEET; THENCE N. 02°04' 40" E., 56.63 FEET; THENCE N. 67°07' 56" E., 123.59 FEET; THENCE N. 00°21' 05" E., 451.21 FEET; THENCE N. 78°04' 47" E., 99.94 FEET; THENCE N. 19°33' 32" E., 243.87 FEET TO THE POINT OF BEGINNING.



RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

4/07/06

DATE

SHEET 3 OF 3

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON 23-26

JOB NO.

001.104.09

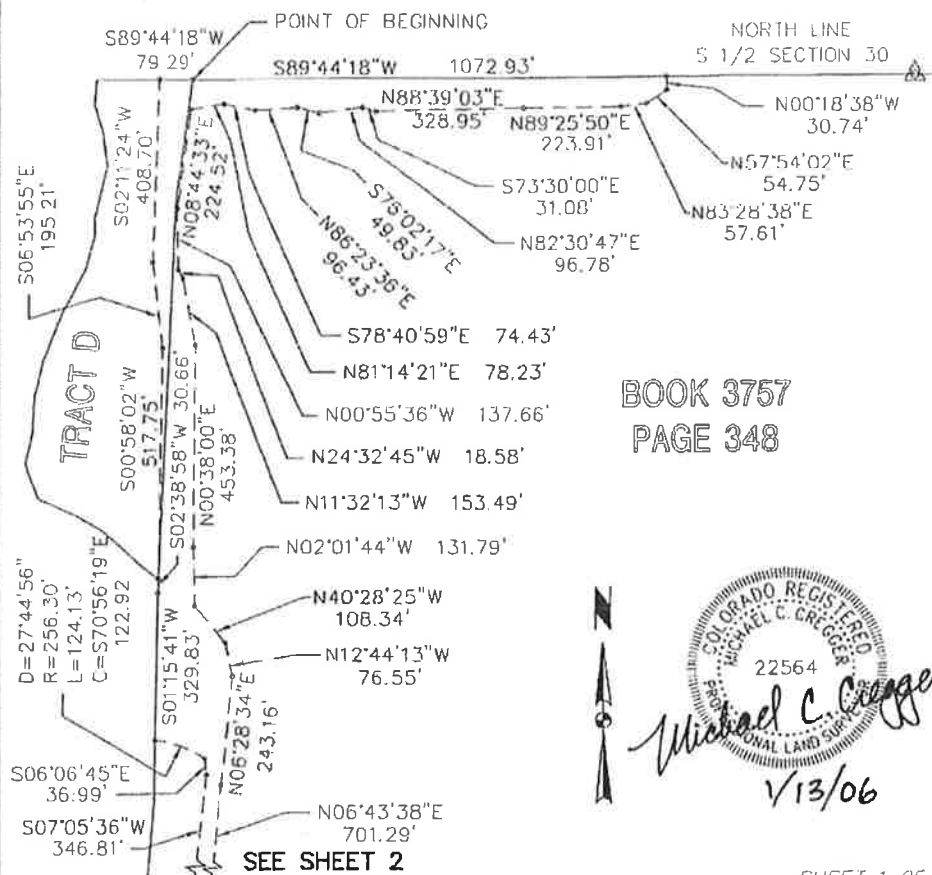
DATE

REV FEB. 2006

FILE NAME: PWS_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

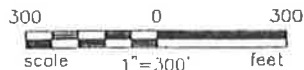


BOOK 3757
 PAGE 348



COLORADO REGISTERED
 MICHAEL C. CREAGER
 22564
Michael C. Creager
 1/13/06

SHEET 1 OF 5



ROXBOROUGH PARK METROPOLITAN DISTRICT

TST
 TST INFRASTRUCTURE, LLC
 Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON (27,28, & 31)

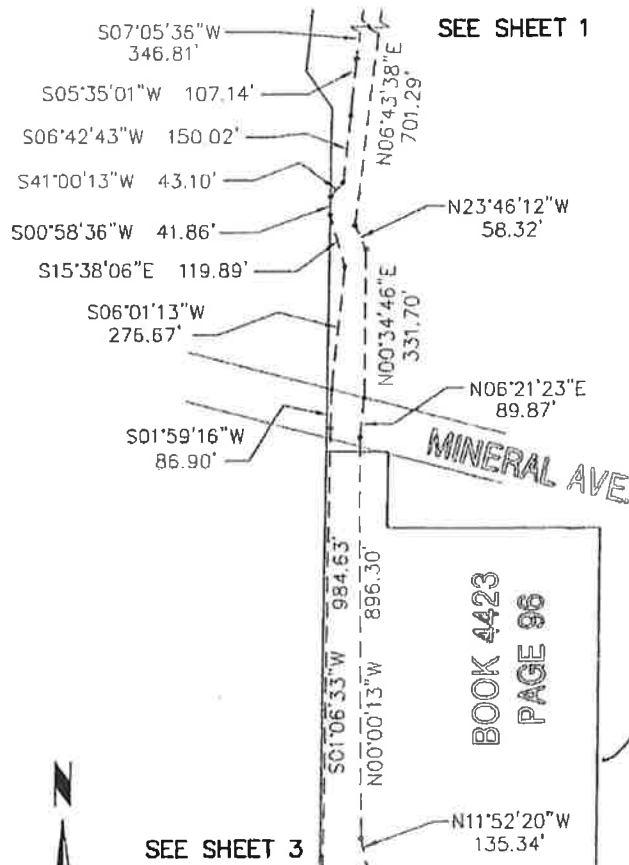
JOB NO. 001.104.09

DATE OCT 2005

FILE NAME: 27-28-31-ESMT-R01-MCC

PROJ. NO. 102-005

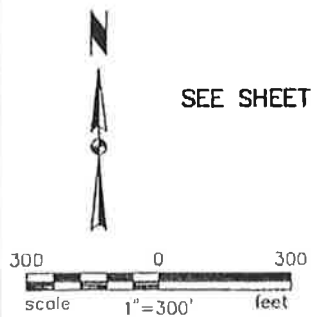
PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO




BOOK 3757
PAGE 348



SHEET 2 OF 5



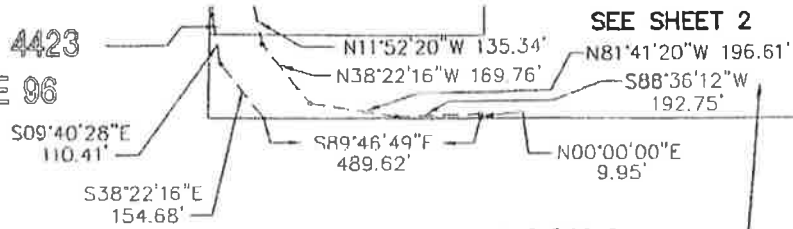
ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	CITY OF LITTLETON (27,28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

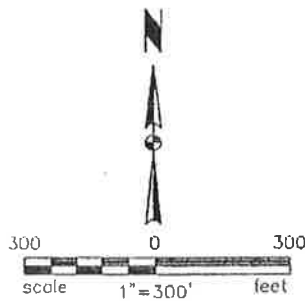
PROJ. NO. 102-005

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
 S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
 ARAPAHOE COUNTY, COLORADO

BOOK 4423
 PAGE 96



BOOK 3757
 PAGE 348



Michael C. Cragger
 1/13/06

SHEET 3 OF 5

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
JOB NO.	001.104.09	DATE OCT 2005

FILE NAME: 27-28-31-ESMT-ROT-MCC

PROJ NO. 102-005

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT


A STRIP OF LAND IN TRACT D OF THE POLO RESERVE - POLO RIDGE FARMS FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AND IN THE PARCELS DESCRIBED IN THE DEEDS RECORDED IN BOOK 3757 AT PAGE 348 AND IN BOOK 1423 AT PAGE 96, LOCATED IN THE SOUTH HALF OF SECTION 30 AND IN THE NORTH HALF OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348, AND CONSIDERING THE NORTH LINE OF SAID PARCEL TO BEAR NORTH 89°44'18"EAST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID TRACT D, SOUTH 89°44'18"WEST, 79.29 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 02°11'24"WEST, 408.70 FEET; THENCE SOUTH 06°53'55"EAST, 195.21 FEET; THENCE SOUTH 00°58'02"WEST, 517.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT D, AND THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES: SOUTH 02°38'58"WEST, 30.66 FEET; THENCE SOUTH 01°15'41"WEST, 329.83 FEET; THENCE DEPARTING SAID WEST LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A DELTA OF 27°44'56", A RADIUS OF 256.30 FEET, AN ARC OF 124.13 FEET, AND A CHORD WHICH BEARS SOUTH 70°56'19"WEST, 122.92 FEET; THENCE SOUTH 06°06'45"EAST, 36.99 FEET; THENCE SOUTH 07°05'36"WEST, 346.81 FEET; THENCE SOUTH 05°35'01"WEST, 107.14 FEET; THENCE SOUTH 06°42'43"WEST, 150.02 FEET; THENCE SOUTH 41°00'13"WEST, 43.10 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID WEST LINE, SOUTH 00°58'36"WEST, 41.86 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 15°38'06"EAST, 119.89 FEET; THENCE SOUTH 06°01'13"WEST, 276.67 FEET; THENCE SOUTH 01°59'16"WEST, 86.90 FEET; THENCE SOUTH 01°06'33"WEST, 984.63 FEET; THENCE SOUTH 09°40'28"EAST, 110.41 FEET; THENCE SOUTH 38°22'16"EAST, 154.68 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG SAID SOUTH LINE, SOUTH 89°46'49"EAST, 489.62 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°00'00"EAST, 9.95 FEET; THENCE SOUTH 88°36'12"WEST, 192.75 FEET; THENCE NORTH 81°41'20"WEST, 196.61 FEET; THENCE NORTH 38°22'16"WEST, 169.76 FEET; THENCE NORTH 11°52'20"WEST, 135.34 FEET; THENCE NORTH 00°00'13"WEST, 896.30 FEET; THENCE NORTH 06°21'23"EAST, 89.87 FEET; THENCE 00°34'46"EAST, 331.70 FEET; THENCE NORTH 23°46'12"WEST, 58.32 FEET; THENCE NORTH 06°43'38"EAST, 701.29 FEET; THENCE NORTH 06°28'34"EAST, 243.16 FEET; THENCE NORTH 12°44'13"WEST, 76.55 FEET; THENCE NORTH 40°28'25"WEST, 108.34 FEET; THENCE NORTH 02°01'44"WEST, 131.79 FEET;

SHEET 4 OF 5

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-ROT-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (27,28, & 31)	
	JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

PARCEL T2
TEMPORARY CONSTRUCTION EASEMENT
S 1/2, SECTION 30, N 1/2 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.
ARAPAHOE COUNTY, COLORADO

THENCE NORTH 00°38'00"EAST, 435.38 FEET; THENCE NORTH 11°32'13"WEST, 153.49 FEET;
THENCE NORTH 24°32'45"WEST, 18.58 FEET; THENCE NORTH 00°55'36"WEST, 137.66 FEET;
THENCE NORTH 08°44'33"EAST, 224.52 FEET; THENCE NORTH 81°14'21"EAST, 78.23 FEET;
THENCE SOUTH 78°40'59"EAST, 74.43 FEET; THENCE NORTH 86°23'36"EAST, 96.43 FEET;
THENCE SOUTH 76°02'17"EAST, 49.83 FEET; THENCE NORTH 82°30'47"EAST, 96.78 FEET;
THENCE SOUTH 73°30'00"EAST, 31.08 FEET; THENCE NORTH 88°39'03"EAST, 328.95 FEET;
THENCE NORTH 89°25'50"EAST, 223.91 FEET; THENCE NORTH 83°28'38"EAST, 57.81 FEET;
THENCE NORTH 57°54'02"EAST, 54.75 FEET; THENCE NORTH 00°18'38"WEST, 30.74 FEET TO
SAID NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 3757 AT PAGE 348; THENCE ALONG
SAID NORTH LINE, SOUTH 89°44'18"WEST, 1072.93 FEET TO THE POINT OF BEGINNING OF
THIS DESCRIPTION, CONTAINING 8.55 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION
WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE 2/8/06


Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 5 OF 5

TYPOS CORRECTED 2-8-06

FILE NAME: 27-28-31-ESMT-R01-MCC

ROXBOROUGH PARK METROPOLITAN DISTRICT	
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT
	CITY OF LITTLETON (27.28, & 31)
JOB NO. 001.104.09	DATE OCT 2005

PROJ. NO. 102-005

PARCEL T3

TEMPORARY CONSTRUCTION EASEMENT

SECTION 31, T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

SEE SHEET 2

EXHIBIT A
BOOK 3325
PAGE 353

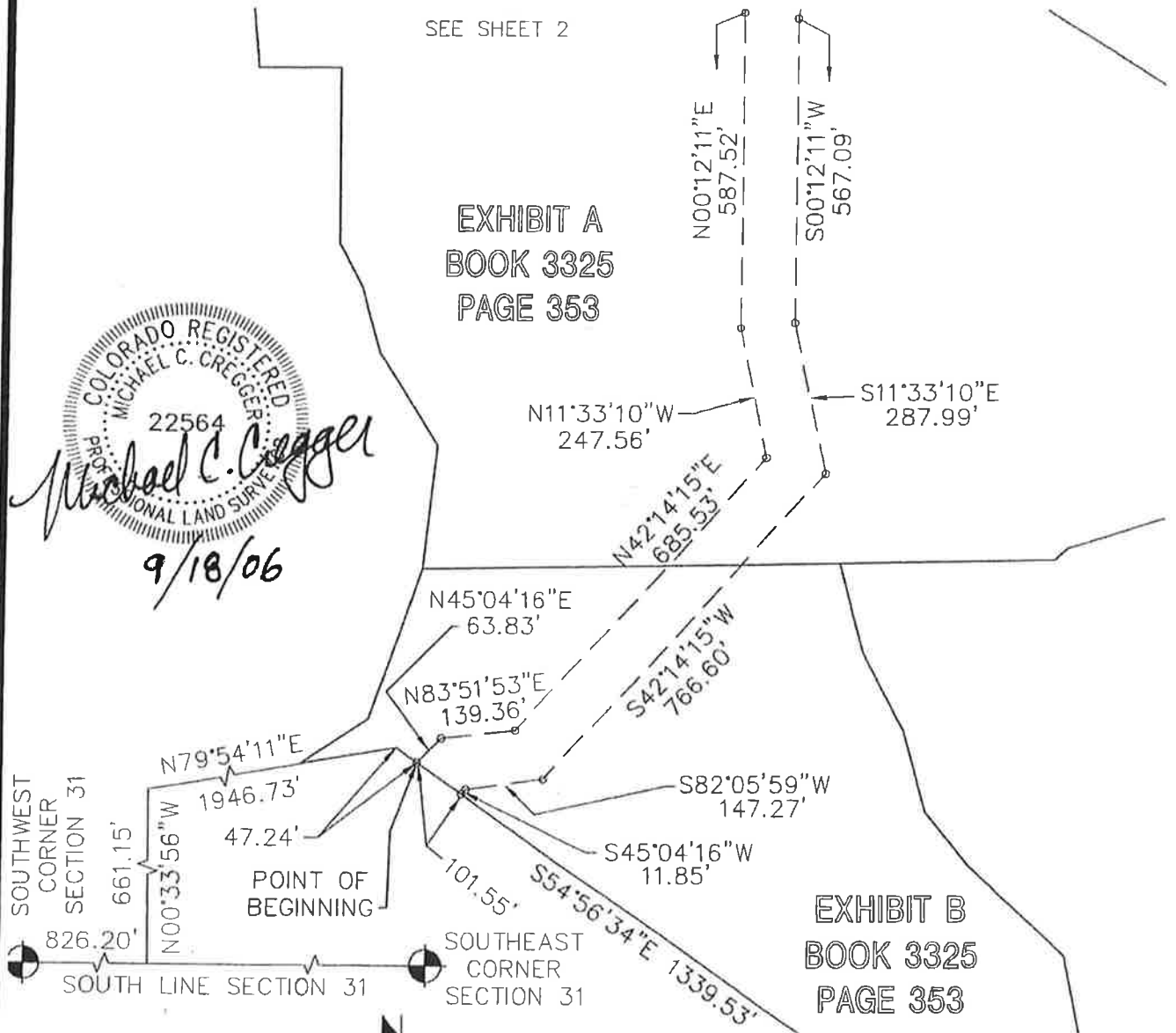
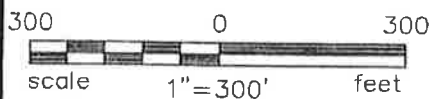


EXHIBIT B
BOOK 3325
PAGE 353

SHEET 1 OF 4



ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

TEMP. CONSTRUCTION EASEMENT

CITY OF LITTLETON (32 & 33)

JOB NO. 001.104.09

DATE REV. SEP 2006

PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
 SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO

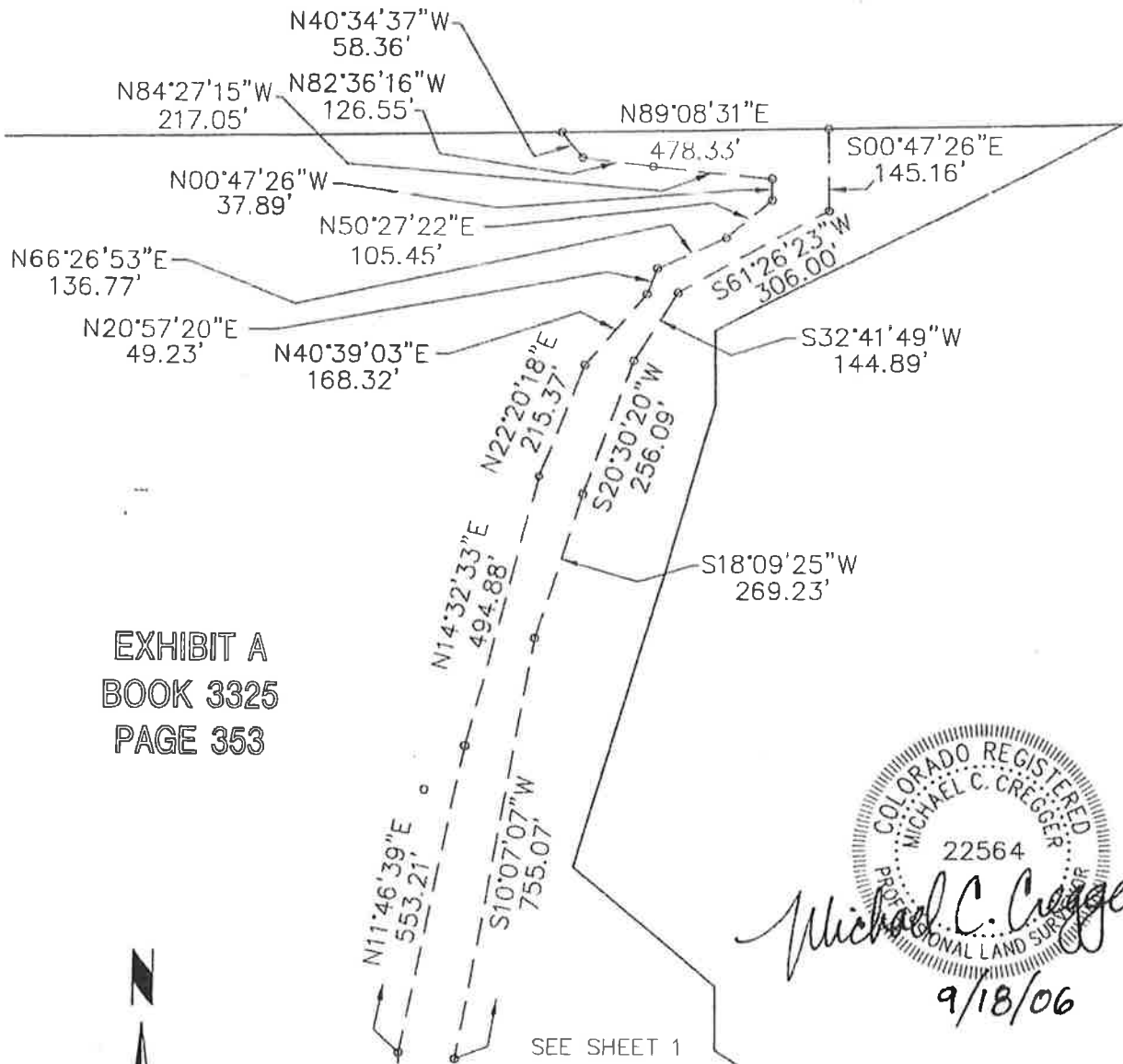


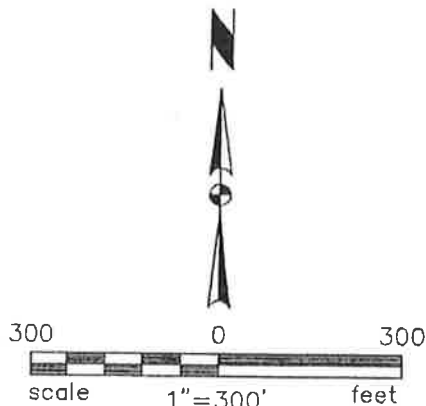
EXHIBIT A
 BOOK 3325
 PAGE 353




Michael C. Cregger
 9/18/06

SEE SHEET 1

SHEET 2 OF 4



ROXBOROUGH PARK METROPOLITAN DISTRICT			
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT		
	CITY OF LITTLETON (32 & 33)		
	JOB NO. 001.104.09	DATE REV. SEP 2006	


PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION -- TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND IN THE PARCELS DESCRIBED IN EXHIBIT A AND EXHIBIT B IN THE WARRANTY DEED, RECORDED IN BOOK 3325 AT PAGE 353 LOCATED IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31, THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 31, 826.20 FEET; THENCE NORTH 00°33'56"WEST, 661.15 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE NORTH 79°54'11"EAST, 1946.73 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, SOUTH 54°56'34"EAST, 47.24 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 45°04'16"EAST, 63.83 FEET; THENCE NORTH 83°51'53"EAST, 139.36 FEET; THENCE NORTH 42°14'15"EAST, 685.53 FEET; THENCE NORTH 11°33'10"WEST, 247.56 FEET; THENCE NORTH 00°12'11"EAST, 587.52 FEET; THENCE NORTH 11°46'39"EAST, 553.21 FEET; THENCE NORTH 14°32'33"EAST, 494.88 FEET; THENCE NORTH 22°20'18"EAST, 215.37 FEET; THENCE NORTH 40°39'03"EAST, 168.32 FEET; THENCE NORTH 20°57'20"EAST, 49.23 FEET; THENCE NORTH 66°26'53"EAST, 136.77 FEET; THENCE NORTH 50°27'22"EAST, 105.45 FEET; THENCE NORTH 00°47'26"WEST, 37.89 FEET; THENCE NORTH 84°27'15"WEST, 217.05 FEET; THENCE NORTH 82°36'16"WEST, 126.55 FEET; THENCE NORTH 40°34'37"WEST, 58.36 FEET TO THE NORTH LINE OF SAID PARCEL DESCRIBED IN EXHIBIT A; THENCE ALONG SAID NORTH LINE, NORTH 89°08'31"EAST, 478.33 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°47'26"EAST, 145.16 FEET; THENCE SOUTH 61°26'23"WEST, 306.00 FEET; THENCE SOUTH 32°41'49"WEST, 144.89 FEET; THENCE SOUTH 20°30'20"WEST, 256.09 FEET; THENCE 18°09'25"WEST, 269.23 FEET; THENCE SOUTH 10°07'07"WEST, 755.07 FEET; THENCE SOUTH 00°12'11"WEST, 567.09 FEET; THENCE SOUTH 11°33'10"EAST, 287.99

SHEET 3 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL T3
TEMPORARY CONSTRUCTION EASEMENT
SECTION 31, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

FEET; THENCE SOUTH 42°14'15"WEST, 766.60 FEET; THENCE SOUTH 82°05'59"WEST, 147.27 FEET; THENCE SOUTH 45°04'16"WEST, 11.85 FEET TO THE SOUTHWESTERLY LIMITS OF THE PARCEL DESCRIBED IN SAID EXHIBIT B; THENCE ALONG SAID SOUTHWESTERLY LIMITS, NORTH 54°56'34"WEST, 101.55 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 343,491 SQUARE FEET (7.89 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.


9/18/06
DATE

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR

COLORADO REGISTRATION NO. 22564



SHEET 4 OF 4

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON (32 & 33)	
	JOB NO. 001.104.09	DATE REV. SEP 2006

PARCEL T4 TEMPORARY CONSTRUCTION EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

A STRIP OF LAND OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2087, PAGE 181, PAGE 544, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 29 SHALL BE ASSUMED TO BEAR N. 00°34' 16" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 2087, PAGE 181, SAID COUNTY, DEED RECORDS THAT BEARS N. 15°03' 59" E., 911.63 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 31; THENCE N. 53°50' 53" W., ALONG SAID NORTHEASTERLY LINE THEREOF, 101.56 FEET; THENCE S. 48°09' 57" W., 21.45 FEET; THENCE N. 69°33' 26" W., 38.79 FEET; THENCE S. 79°12' 27" W., 29.57 FEET TO A POINT; THENCE S. 54°08' 37" E., 153.54 FEET; THENCE N. 46°09' 57" E., 53.24 FEET TO THE POINT OF BEGINNING.




RICHARD P. PALMER
COLORADO REGISTRATION NO. 25375

DATE

1/30/06

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	TEMP. CONSTRUCTION EASEMENT	
	CITY OF LITTLETON 34	
	JOB NO. 001.104.09	DATE JAN. 2006

FILE NAME: PWSL_ROXWATERTRACTS_4410-745

PROJ. NO. 2004-132



PERMANENT SANITARY SEWER EASEMENT

1-14

KNOW ALL MEN BY THESE PRESENTS THAT the CITY OF LITTLETON, a municipal corporation of the State of Colorado, Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, does, for itself and on behalf of its heirs, successors and assigns, hereby grants and conveys to the ROXBOROUGH WATER AND SANITATION DISTRICT (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado, the Grantee, its successors and assigns, a right of entry and permanent sanitary sewer easement on that property described in Exhibit "A", which is attached hereto and incorporated herein by this reference (hereinafter the "Easement Premises"), upon which to construct, reconstruct, operate, remove, repair and maintain sanitary sewer facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado. As part of the grant herein contained, the parties agree as follows:

1. Grantor further covenants to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

2. Grantor hereby reserves the right to use and enjoy the Easement Premises for any purposes which are not inconsistent with, and do not interfere with, the easement and rights herein granted to Grantee, provided, however, that such reservation by Grantor shall not include the right to erect or cause to be erected any buildings, structures, trees, or other obstructions on the Easement Premises which would preclude, interfere with, injure or make more difficult the exercise by Grantee of the easement and rights granted to Grantee hereunder.

3. Grantee agrees to restore the Easement Premises, as reasonably as possible, to the condition it was in immediately prior to any construction or maintenance activities undertaken herein. Such restoration shall not include the replacement or repair of any structure or landscaping (such as but not limited to trees, signs, walls, etc.) Such restoration shall only include repaving, regrading or reseeding of the Easement Premises.

4. Grantee shall use reasonable means to prevent the discharge or leakage of sewage into or upon and damage to the Grantor's property resulting from the construction, modification, replacement or repair, use, operation and maintenance of the Grantee's sewer line. Any clean-up, repair or replacement of the Grantor's property, or installations on said property, shall be made by Grantee at its sole expense when the same is the result of the negligence of Grantee, its agents, officers, employees, contractors, arising from the construction, modification, operation, maintenance, repair, use or replacement of Grantee's sewer line. With regard to any discharge, leak or spill occurring as a result of the sole negligence of the Grantor or its agents, officers, employees or contractors, clean-up shall be at the sole expense of Grantor. Discharges or leaks of sewage or other damage which is not the result of the negligence of either party shall be allocated between the parties thereto in equal shares. With regard to any discharge, leak or spill occurring as a result of any cause, the parties shall cooperate with each other and use their best efforts to effect necessary clean-up and repair, and/or replacement, in a timely fashion; provided, however, that by performing or causing such clean-up, repair, replacement, neither of the parties shall be deemed to have waived any claim either of them may have against third parties for indemnification or reimbursement.

5. Any construction contemplated or performed under this Permanent Sanitary Sewer Easement shall comply with and conform to all Grantor's Engineering and Utilities Division construction standards in effect at the time construction commences and shall be performed and

completed in substantial conformance with the plans submitted to and approved by said Division. Grantee shall, if requested by Grantor, place and maintain permanent, visible markers, such as a bollard, of a type and at locations designated by Grantor to define the manhole locations of Grantee's sewer line installation or installations. Grantee shall provide Grantor with "as built" drawings of said construction and improvements. Except for temporary survey stakes during periods of construction, Grantee shall not place any survey monument, monument, manhole marker, marker or any other structure or improvement which projects above the surface of the ground without the advance written approval of the Grantor which approval shall not be unreasonably withheld.

6. If the construction of all or any part of Grantee's sewer line is to be performed by a contractor under contract with Grantee, the Grantee shall notify the Grantor and shall incorporate the applicable stipulations and conditions set forth in paragraphs 4, 5, 10, and 16 of this Permanent Sanitary Sewer Easement into the contract specifications and shall cause said contractor to obtain, prior to commencement of the work, an insurance policy or policies in an amount sufficient to cover the Grantor, its officers, agents and employees, from any losses or damages resulting from the work performed by the contractor. Grantee shall provide the Grantor with copies of said insurance policies and the Grantor shall be named as an additional insured thereon.

7. Before replacing, enlarging, relocating or adding to its sewer line, Grantee shall advise the Grantor of such proposed change and furnish plans and specifications of the proposed change to Grantor for review and approval.

8. In case Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest hereunder of the Grantee shall cease and terminate, and the Grantor shall hold said premises as the same may then be, free from the right so abandoned and shall own all material and structures of the Grantee so abandoned, but nothing herein shall be construed as working a

forfeiture, or abandonment of any interest derived hereunder and not owned by the Grantee at the time of the abandonment of Grantee's rights. Notwithstanding any such abandonment, Grantee's obligation to indemnify and save harmless the Grantor, its council members, officers, employees and agents, shall not terminate unless Grantee's sewer line or lines have been removed or plugged to the reasonable satisfaction of Grantor.

9. Grantee may remove the sewer line or lines installed hereunder only after providing Grantor with written notice of Grantee's intent to remove the sewer line or lines. In the event Grantee does remove its sewer line or lines, immediately following such removal Grantee shall restore the property as nearly as may reasonably be done, to the grade and condition it was in immediately prior to such removal.

10. Grantee shall comply with all applicable laws, ordinances, and all rules, regulations and requirements of any governmental authority promulgated there under controlling environmental standards and conditions of the Easement Premises and shall obtain all permits or approvals required for such work including Section 404 permits as necessary from the United States government.

11. This non-exclusive easement shall not be assigned or in any other manner transferred or conveyed, by operation of law or otherwise, without the prior written approval of the Grantor through action by the Littleton City Council, which approval shall not be unreasonably withheld, unless said assignment is operative as a matter of law, such as in a consolidation or dissolution.

12. The rights and privileges granted in this Permanent Sanitary Sewer Easement are subject to prior agreements, easements, licenses and conveyances, recorded or unrecorded; and it shall be the Grantee's sole responsibility to determine the existence of any such rights, uses or

installations conflicting with the Grantee's use of the Grantor's property hereunder and to resolve any conflict.

13. This Permanent Sanitary Sewer Easement shall extend to and be binding upon the successors and assigns of the respective parties hereto.

14. This Permanent Sanitary Sewer Easement constitutes the complete agreement of the parties hereto with respect to the subject matter hereof, and there are no oral understanding or agreements not contained in this Permanent Sanitary Sewer Easement.

15. Grantee agrees that all other public utilities, such as water, storm sewer, gas, electric and telephone utilities, may be installed within the Easement Premises as long as they do not interfere with the Grantee's rights herein granted. All public utilities crossing the easement herein granted must cross at approximately right angles and any and all of said utilities which parallel Grantee's sewer line shall not be permitted within fifteen (15) feet of each side of the centerline of Grantee's sewer line. The intent herein is to reserve for Grantee at least thirty (30) feet of the easement width.

16. To the extent permitted by law, Grantee shall indemnify, defend and save harmless the Grantor, its council members, employees and agents, against any and all claims or fees and court costs to which it or they may be subjected by reason of the negligent or intentional tortuous actions or tortuous failures to act of Grantee, its agents, officers or employees arising out of in connection with the construction, use, operation, modification, replacement, maintenance, repair or removal of Grantee's sewer line; provided that Grantee's total obligation to indemnify Grantor, including defense costs, shall not exceed the limits of liability as set forth in the Colorado Governmental Immunity Act, as the same now exists or as amended.

17. It is contemplated that the sanitary sewer facilities constructed by Grantee on the Easement Premises shall be conveyed to Grantor at some point in the future. At such time as the sanitary sewer facilities are conveyed to Grantor, this Permanent Sanitary Sewer Easement shall be extinguished and Grantee shall deliver to Grantor an instrument, in a form acceptable to Grantor, delivering all of Grantee's right, title, and interest in the Easement Premises to Grantor.

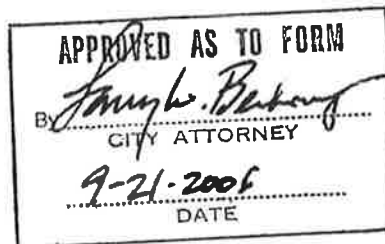
SIGNED this 26th day of September, 2006.

CITY OF LITTLETON

By: James A. Taylor
Its: City Council President

ATTEST: Jim Bower

COUNTY OF ARAPAHOE)
STATE OF COLORADO) ss.



The foregoing Easement Agreement was acknowledged before me this 26th day of September, 2006, by James A. Taylor as City Council President of the City of Littleton, a municipal corporation of the State of Colorado.



Rebecca A. Phye
Notary Public

My Commission Expires: July 7, 2007

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Linda S. Hall
Its: Vice President

ATTEST:

Erendiz Taylor

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Easement Agreement was acknowledged before me this 5th day of October, 2006, by Linda S. Dillon as Vice-President of Roxborough Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

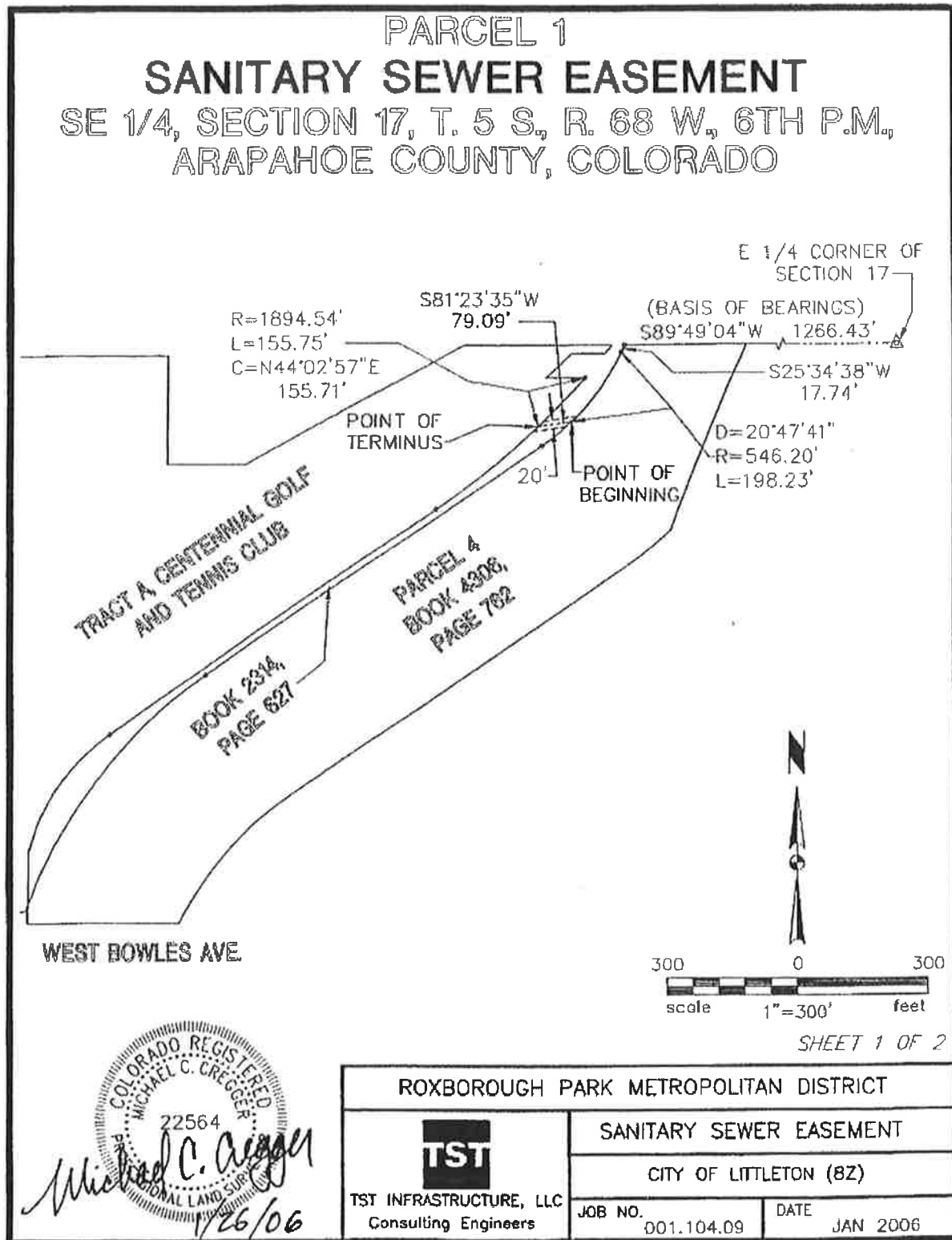


Victoria C. Naeem
Notary Public

My Commission Expires: 01/18/2010

Exhibit A

Easement Premises



PARCEL 1
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 762; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING TWO COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 20°47'41", A RADIUS OF 546.20 FEET, AND AN ARC OF 198.23 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, SOUTH 81°23'35"WEST, 79.09 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 1579 SQUARE FEET (0.04 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE


I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

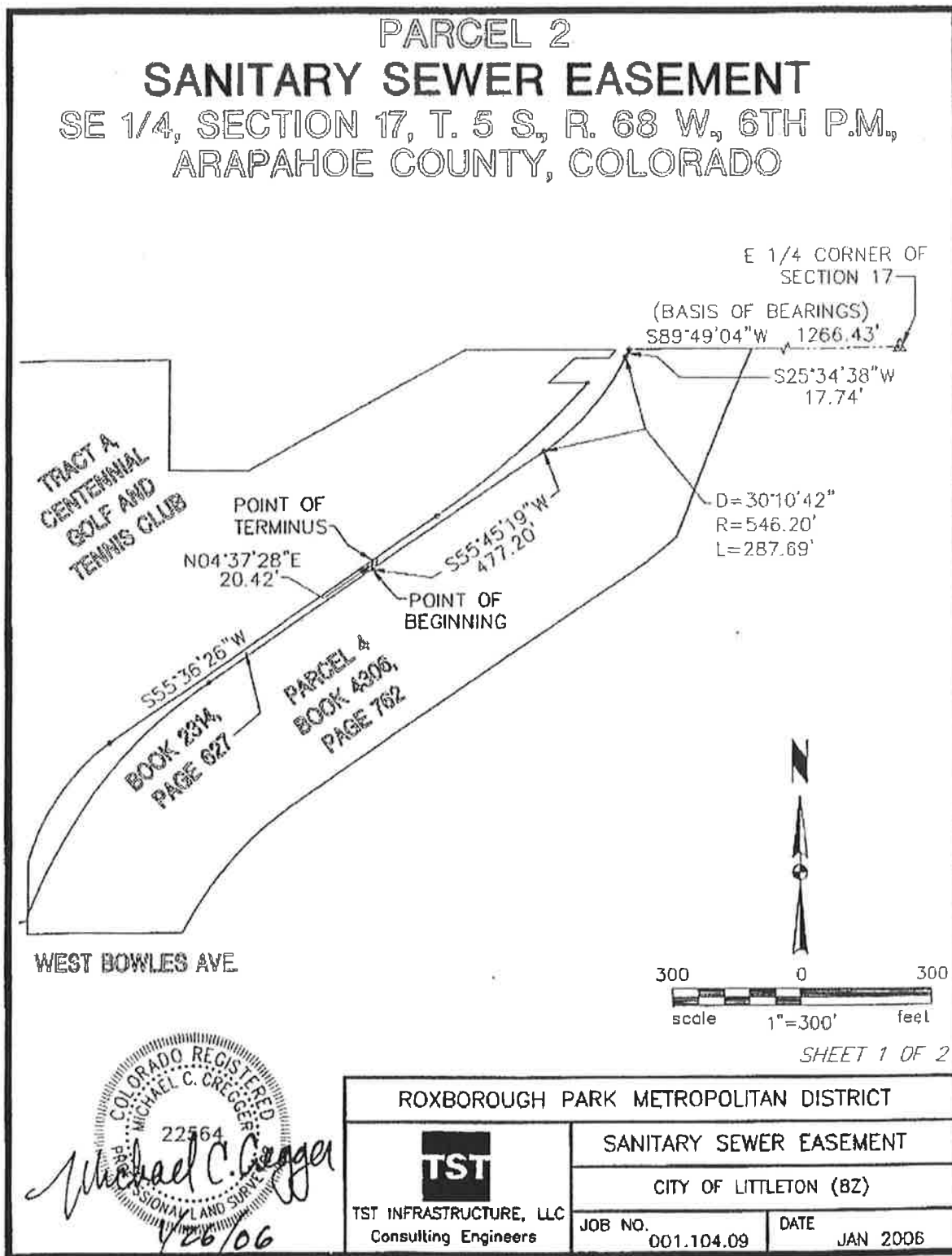
DATE 1/26/06

Michael C. Cregger
PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564



SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT		
 TST INFRASTRUCTURE, LLC Consulting Engineers	SANITARY SEWER EASEMENT	
	CITY OF LITTLETON (8Z)	
JOB NO. 001.104.09	DATE JAN 2006	



PARCEL 2
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 782; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING THREE COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°10'42", A RADIUS OF 546.20 FEET, AND AN ARC OF 287.69 FEET; (3) THENCE SOUTH 55°45'19"WEST, 477.20 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, NORTH 04°37'28"WEST, 20.42 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 408 SQUARE FEET (0.01 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE

1/26/06



PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

Michael C. Cregger

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT

TST

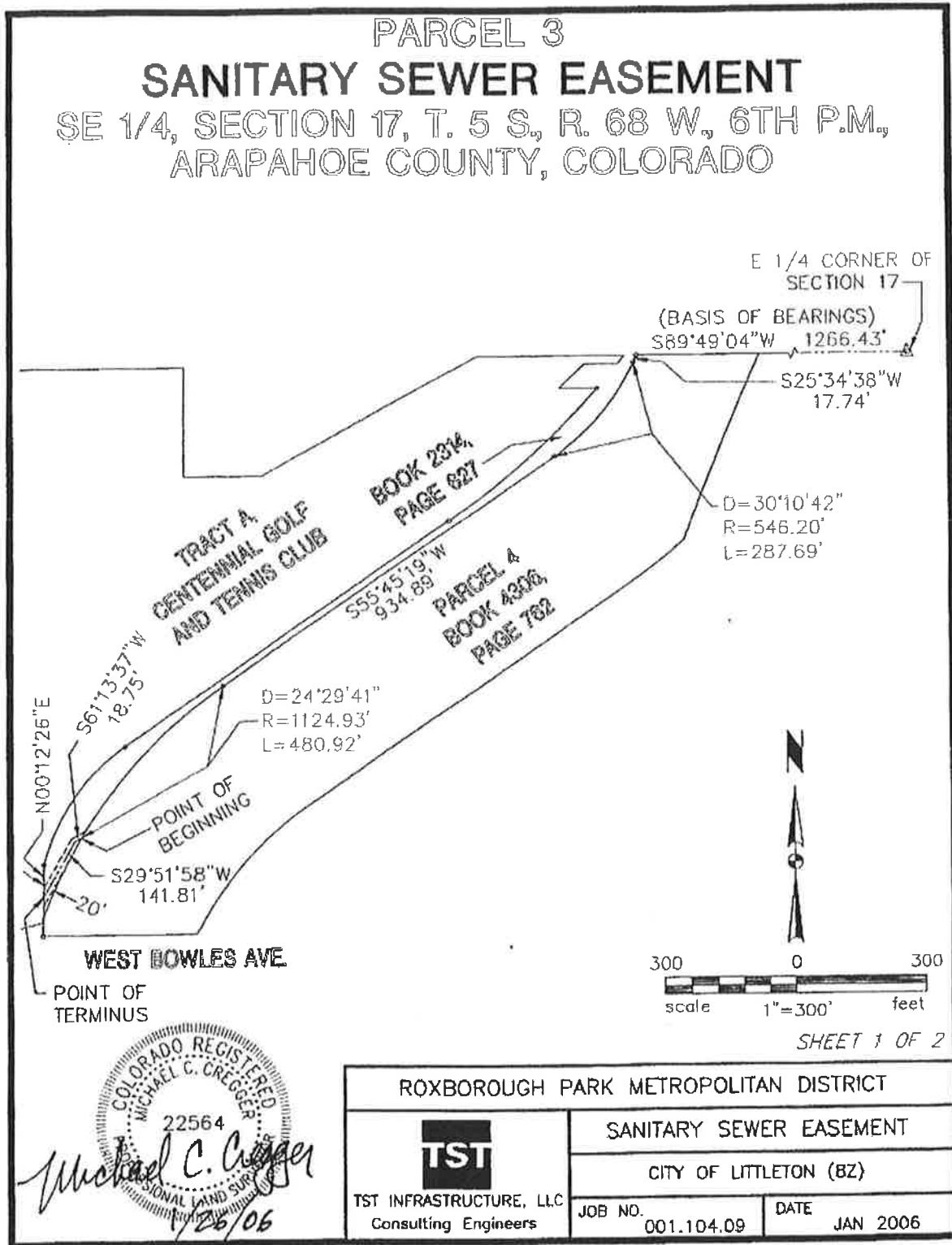
TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON (8Z)

JOB NO. 001.104.09

DATE JAN 2006



PARCEL 3
SANITARY SEWER EASEMENT
SE 1/4, SECTION 17, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE STRIP OF LAND ACROSS THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED IN BOOK 2314 AT PAGE 627, WHICH IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 17, AND CONSIDERING THE NORTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 89°49'04"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID NORTH LINE, SOUTH 89°49'04"WEST, 1266.43 FEET TO THE NORTHWEST CORNER OF PARCEL 4 OF THE LANDS DESCRIBED IN THE DEED RECORDED IN BOOK 4306 AT PAGE 762; THENCE ALONG THE WEST LINE OF SAID PARCEL 4, THE FOLLOWING FOUR COURSES: (1) SOUTH 25°34'38"WEST, 17.74 FEET; (2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 30°10'42", A RADIUS OF 546.20 FEET, AND AN ARC OF 287.69 FEET; (3) THENCE SOUTH 55°45'19"WEST, 934.89 FEET; (4) THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°29'41", A RADIUS OF 1124.93 FEET, AND AN ARC OF 480.92 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WEST LINE, SOUTH 61°13'37"WEST, 18.75 FEET; THENCE SOUTH 29°51'58"WEST, 141.81 FEET TO THE EAST LINE OF TRACT A OF CENTENNIAL GOLF AND TENNIS CLUB, ACCORDING TO THE RECORDED PLAT THEREOF, AND THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND CONSIDERED TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE AT SAID WEST LINE OF PARCEL 4 AND AT SAID EAST LINE OF TRACT A. THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 3195 SQUARE FEET (0.07 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS EXHIBIT AND LEGAL DESCRIPTION WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

DATE



PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 22564

SHEET 2 OF 2

ROXBOROUGH PARK METROPOLITAN DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON (8Z)

JOB NO.
001.104.09

DATE
JAN 2006

EXHIBIT I

**Columbine Country Club
Assignment of Maintenance License**

**Denver Board of Water Commissioners
License Agreement**

**Nevada Ditch Holding Company
Assignment of License Agreement**

**Public Service Company of Colorado
License Agreement**

ASSIGNMENT OF MAINTENANCE LICENSE

This **ASSIGNMENT OF MAINTENANCE LICENSE** (the "Assignment") is made and entered into this ____ day of _____, 20__, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor"), and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Columbine Country Club ("Columbine") and the District entered into that certain Interceptor Redesign and Access Agreement, dated October 6, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the redesign and construction of the District's Pipeline, as such term is defined in the Agreement, away from the thirteenth green, the repair and replacement of any damaged irrigation facilities, and limited access over Columbine's maintenance road to the District's temporary construction access easement (the "Agreement"); and

WHEREAS, pursuant to Paragraph 2.d. of the Agreement, Columbine granted to the District a revocable, non-exclusive license for access across Columbine's maintenance road for the purpose of permitting the District to access the District's Pipeline to inspect and perform maintenance activities on the pipeline ("Maintenance License"); and

WHEREAS, Paragraph 2.d. of the Agreement further provides that Columbine agrees that the District may assign the Maintenance License to the City of Littleton, Colorado; and

WHEREAS, the District has conveyed, or intends to convey, the Pipeline installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under Maintenance License; and

WHEREAS, the City is willing to accept from the District said assignment of all the District's right, title, obligation, and interest in, to, and under the Maintenance License.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all the District's right, title, obligation, and interest in, to, and under that certain Maintenance License as described in Paragraph 2.d. of the Agreement attached hereto as Exhibit A, provided however, the District reserves the right to utilize the Maintenance License to access and inspect the Pipeline as deemed necessary and appropriate by the District to ensure the integrity of the entire Pipeline.

2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under that certain Maintenance License as described in Paragraph 2.d. of the Agreement.

3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to, and under the Maintenance License except as otherwise provided in Paragraph 1 hereof, and shall provide written notice of this Assignment to Columbine.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

ASSIGNEE:

ATTESTED:

CITY OF LITTLETON, COLORADO

City Clerk

By: _____
President of City Council

APPROVED AS TO FORM:

City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A

Interceptor Redesign and Access Agreement

INTERCEPTOR REDESIGN AND ACCESS AGREEMENT

This INTERCEPTOR REDESIGN AND ACCESS AGREEMENT (the "Agreement"), made and entered into this 6th day of OCTOBER, 2006, by and between ROXBOROUGH WATER AND SANITATION DISTRICT (formerly the Roxborough Park Metropolitan District), a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and the COLUMBINE COUNTRY CLUB, a Colorado non-profit corporation ("Columbine"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is empowered by §32-1-1004, C.R.S., to provide water and wastewater service within its boundaries; and

WHEREAS, the District is in the process of constructing a regional sanitary sewer pipeline (the "Pipeline") for the purpose of transporting wastewater from the District to the Littleton-Englewood Bi-City Wastewater Treatment Plant; and

WHEREAS, a portion of the District's Pipeline will be located on property owned by the Colorado Water Conservation Board (the "CWCB") and located adjacent to Columbine; and

WHEREAS, the District has obtained a temporary construction easement and permanent easement from the CWCB, both dated March 30, 2006, and recorded in the Arapahoe County Clerk and Recorder's Office on April 7, 2006 at Reception Nos. B6054373 and B6054374, respectively, to permit the District to construct and maintain a portion of the Pipeline on CWCB's property, which property is adjacent to Columbine's golf course (the "Easement"); and


WHEREAS, Columbine has arranged to obtain an easement from CWCB to permit Columbine to put certain golf course improvements within said easement; and

WHEREAS, Columbine has redesigned and constructed a portion of its golf course on property owned by CWCB in or in close proximity to the District's Easement; and

WHEREAS, the Pipeline will be located in certain areas where Columbine recently redesigned and reconstructed the thirteenth green and the seventh hole tee-boxes which are located directly within the District's Easement; and

WHEREAS, if constructed as originally designed, the Pipeline project would require the District to trench portions of the new thirteenth green and portions of 3 of the 5 new tee boxes on the seventh hole, and would require the removal and/or destruction of multiple irrigation facilities located within the Easement area; and

WHEREAS, Columbine has requested that the District redesign and construct the Pipeline away from the thirteenth green and closer to the South Platte River; and

Arapahoe County Clerk & Recorder, Nancy A. Doty
Reception #: B6159883
Receipt #: 5306522 Recording Fee: \$61.00
Pages Recorded: 12
Date Recorded: 11/9/2006 10:41:29 AM


WHEREAS, Columbine has requested that the District mitigate and/or repair any damage to Columbine irrigation facilities; and

WHEREAS, the District is willing to redesign and construct the Pipeline away from the thirteenth green provided that Columbine pays the District's costs associated with such redesign and construction; and

WHEREAS, Columbine owns a maintenance road extending from Driver Lane across Columbine's property to the location of the District's Easement; and

WHEREAS, the District has requested limited access over Columbine's maintenance road during the District's construction of the Pipeline and very limited access on an ongoing basis thereafter to inspect and perform emergency repairs on (where no other access is practically available) the District's Pipeline, insofar as it borders Columbine; and

WHEREAS, the District and Columbine desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the redesign and construction of the District's Pipeline away from the thirteenth green, the repair or replacement of any damaged irrigation facilities, and limited access over Columbine's maintenance road to the District's Easement.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Redesign and Construction. The District hereby agrees to redesign and construct the District's Pipeline away from the thirteenth green of the Columbine golf course, as more particularly depicted in Exhibit A attached hereto. Columbine agrees to pay to the District the amount of Forty Thousand Dollars (\$40,000) for the cost of the District's reasonable expenses associated with this Agreement, of which \$20,000 shall be paid upon execution of this Agreement and \$20,000 at the completion of the construction activities as described in paragraph 2(a).

2. Access to Maintenance Road.

a. Temporary Construction Access Easement. Columbine hereby grants to the District a non-exclusive temporary construction access easement on and across Columbine's maintenance road extending from Driver Lane across Columbine's property to the location of the District's Easement, as depicted in Exhibit B attached hereto (the "Access Easement"). The term of the Access Easement shall commence immediately upon execution of this Agreement and shall expire on September 30, 2007, or upon written notice from the District to Columbine that the District's construction activities related to use of the Access Easement have been completed, whichever is the first to occur. The District's use of the Access Easement shall be subject to the terms set forth below. Payment by Columbine to the District as provided in paragraph 1 shall be

reduced by \$5,000 per month for each month after May 31, 2007, that the District continues to use the Access Easement, provided however, the District shall be entitled to use the Access Easement after May 31, 2007 until the termination of the Access Easement with no reduction in payment so long as such use is limited to reseeding activities except as needed for reseeding activities continues to use the Access Easement.

b. Traffic Control and Safety. The District shall require its contractor(s) to provide for traffic safety in and around the Access Easement as if the Access Easement was a public thoroughfare and shall take all reasonable steps to ensure public safety.

c. Use During Construction. The Parties further acknowledge that during construction of the District's Pipeline, the District and its contractors and subcontractors shall utilize the maintenance road with the minimum number trucks and other equipment, based upon industry standards for projects of similar size and scope, necessary for the construction of a reach of the Pipeline located approximately ¼ mile north of the Columbine property and extending in a southerly direction to Mineral Avenue.

The District's use of the Access Easement shall be limited to normal construction hours. The District shall use its best reasonable efforts to complete construction of the reach of the Pipeline described above and cease use of the Access Easement not later than May 31, 2007. However, in the event construction and use of the Access Easement cannot be completed by said date, the District shall be entitled to use of the Access Easement until the termination date set forth in Paragraph 2(a), above.

The District agrees to use its best reasonable efforts, and to cause its contractor(s) and subcontractors to do likewise, to minimize the amount of dirt removed from the reach of the Pipeline Easement described above via Columbine's maintenance road. Such efforts may include coordinating with Columbine to "lose" the dirt removed from the Pipeline trench in agreed upon areas on or adjacent to Columbine property.

d. Use Post Construction. Columbine hereby grants to the District a revocable, non-exclusive license for access across Columbine's maintenance road for the purpose of permitting the District to access the Pipeline to inspect and perform maintenance activities on the Pipeline (the "Maintenance License"). The term of the Maintenance License shall commence immediately upon termination of the Access Easement granted above. The District shall be permitted use of the maintenance road for purpose of inspecting and repairing the District's Pipeline facilities for so long as Columbine has the maintenance road; provided, however, if Columbine no longer has the maintenance road, Columbine shall allow alternative access to the District's Easement so long as the access does not interfere with Columbine's uses. Barring an emergency, the District does not anticipate heavy use of the maintenance road pursuant to the Maintenance License. The Parties acknowledge that it is difficult to ascertain exactly how many vehicles will utilize the Maintenance License on an annual basis; however, the District agrees to use its best reasonable efforts to minimize the number of vehicles utilizing the Maintenance License. The District shall be allowed to utilize the maintenance road for repair of the Pipeline with the vehicles and equipment necessary in

the event of an emergency in which the District has no other practical means of access to resolve the emergency. In the event of such an emergency, the District shall provide notice to Columbine, at the first practical opportunity, of the extent of the emergency and schedule for completing any repairs. In the event of such emergency the Parties shall coordinate the schedule of the repairs, to the extent reasonably practicable, to limit interference with Columbine's uses. Columbine agrees that the District may assign the Maintenance License to the City of Littleton, Colorado.

3. Repair and Replacement of Damaged Irrigation Facilities. The District agrees to repair and replace, at its expense, any Columbine irrigation facilities damaged during construction of the Pipeline. Such irrigation facilities shall be repaired and/or replaced as near as possible to the condition existing prior to commencement of the District's construction activities.

4. Restoration of Maintenance Road. The District agrees to restore at its sole expense, Columbine's maintenance road or other access provided by Columbine, as near as is reasonably possible to the condition the same existed immediately prior to the District's first use of the Access Easement.

5. Indemnification. To the extent permitted by law, the District hereby agrees to indemnify and save harmless Columbine, its successors and assigns, and each of its directors, officers, employees, agents and consultants, from all claims and/or causes of action, including mechanic's liens, arising out of this Agreement, and in that regard agrees to pay any and all costs incurred by Columbine as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees. Nothing in this Agreement shall be construed as a waiver by the District of any of the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. The District shall immediately pay the cost of repair of damage to any Columbine improvements damaged by the District or its contractor(s). The District shall cause its contractor(s) to have reasonable liability insurance.

6. Amendments. This Agreement may be amended only by mutual agreement of the Parties; and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement is executed.

7. Assignment. Except as set forth herein, neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned or delegated in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any improper attempt to assign or delegate the Agreement, in whole or in part shall be deemed void and of no force or effect. Consent to one assignment and/or delegation shall not be deemed to be consent to any subsequent assignment and/or delegation or the waiver of any right to consent to such subsequent assignment and/or delegation.

8. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing, delivered personally, sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, or sent via First Class U.S. Mail, postage prepaid and return receipt requested, and addressed to the parties at the information set forth below. Notice shall be considered given when delivered personally

and sent by facsimile with a hard copy sent immediately thereafter via First Class U.S. Mail, and shall be considered received on the earlier of the day on which such notice is actually received by the party to whom it is addressed, or the third day after such notice is mailed.

If to District: Roxborough Water and Sanitation District
6222 North Roxborough Park Road
Littleton, CO 80125
Attn: Larry D. Moore, General Manager

With a copy to: Alan D. Pogue
Pogue, Corbetta & O'Leary, P.C.
821 Seventeenth Street, Suite 600-B
Denver, CO 80202

If to Columbine: Nelson Scott, General Manager
Columbine Country Club
17 Fairway Lane
Columbine Valley, CO 80123
Attn: Nelson A. Scott

With a copy to: T. Edward Icenogle, Esq.
Icenogle, Norton, Smith and Blieszner, P.C.
821 Seventeenth Street, Suite 600
Denver, Colorado 80202

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

11. Integration. This Agreement represents the entire, integrated agreement between the Parties with respect to the matters set forth herein and supersedes all negotiations, representations or agreements with respect to those matters, either written or oral.

[Remainder of page intentionally left blank.]

COLUMBINE COUNTRY CLUB

Gary Mitchell
By: GARY MITCHELL
Its: PRESIDENT

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 6 day of Oct
2006, by _____ as _____ of Columbine Country Club.

WITNESS my hand and official seal.

My commission expires: 10/14/2010

Terry L. Joens
Notary Public

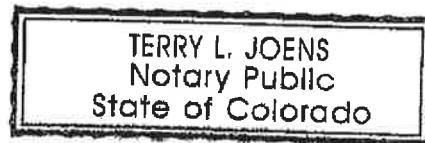


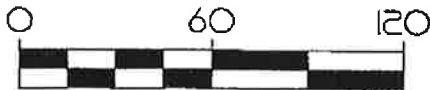
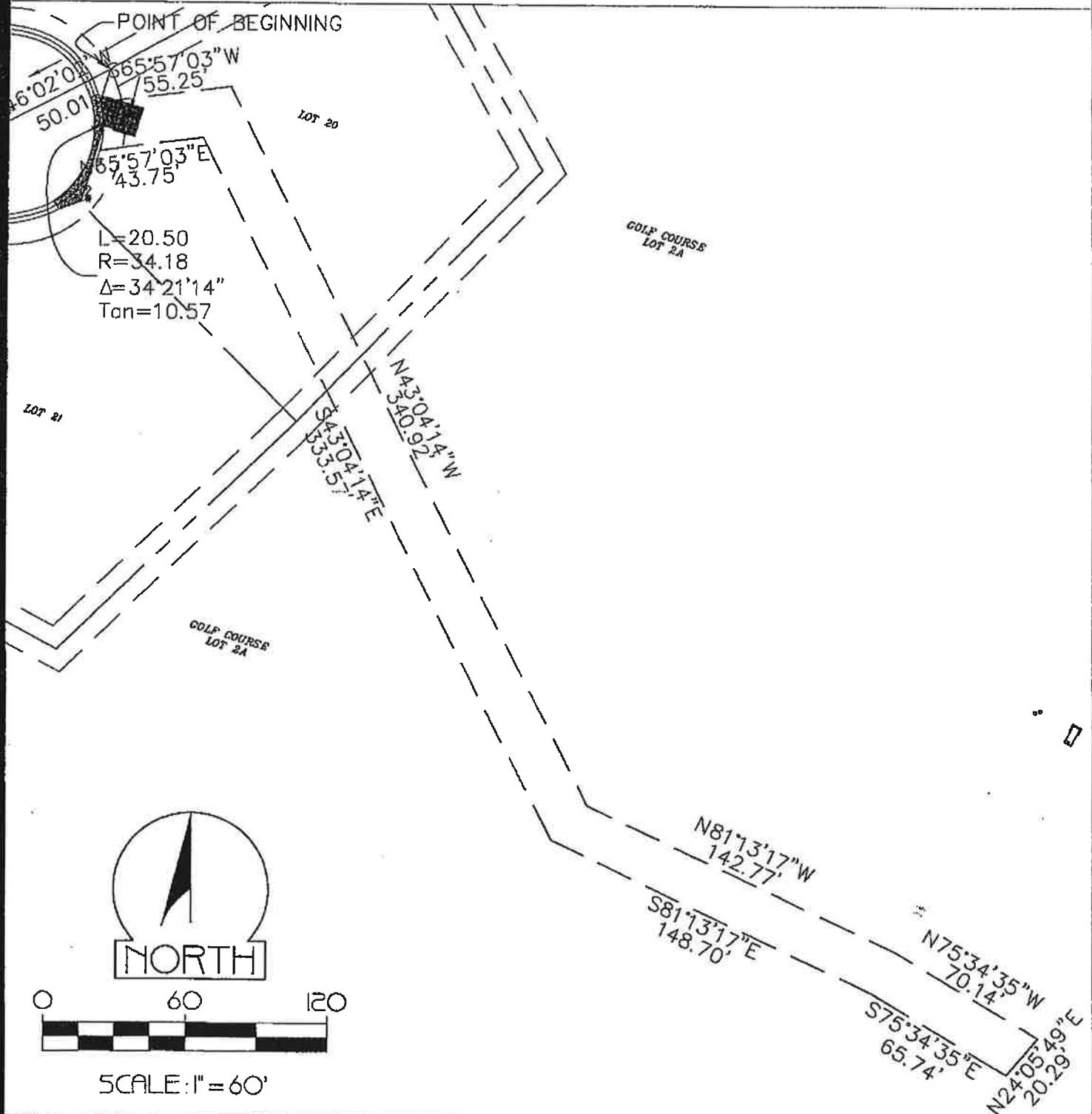
EXHIBIT A

Location of District's Pipeline

Club Maintenance Road



EXHIBIT "A"
 MAINTENANCE ROAD TEMPORARY CONSTRUCTION EASEMENT
 SECTION 19, T. 5 S., R. 68 W., 6TH P.M.,
 ARAPAHOE COUNTY, COLORADO



SCALE: 1" = 60'

SURVEYED BY:

DRAWN BY:

DOB

CHECKED BY:

TWC

DATE:

08-23-06

MAINTENANCE ROAD EASEMENT

ICON
 ENGINEERING, INC.
2820 South Main Street, Suite 200, Englewood, CO 80150
 Phone (303) 280-0500 Fax (303) 280-1139

CLIENT:

TOWN OF COLUMBINE VALLEY

LOCATION:

DRIVER LANE

SECTION

TOWNSHIP

RANGE

19

55

68W

SIXTH PRINCIPAL MERIDIAN

ARAPAHOE COUNTY, COLORADO

JOB NUMBER:

06-002-TCV-352

FILE NUMBER:

ARAPAHOE COUNTY, COLORADO - 10/1/06

SCALE:

1" = 60'

SHEET:

1 of 2

EXHIBIT B

Location of Columbine Maintenance Road

EXHIBIT "B"
MAINTENANCE ROAD TEMPORARY CONSTRUCTION EASEMENT
SECTION 19, T. 5 S., R. 68 W., 6TH P.M.,
ARAPAHOE COUNTY, COLORADO

AN 20.00 FOOT EASEMENT LOCATED IN LOT 20 AND LOT 2A, SAID TRACT BEING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 18, COLUMBINE VALLEY COUNTRY CLUB, AND THENCE SOUTH 1°06'29" EAST, FOR A DISTANCE OF 14.50 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 65°57'03" WEST, FOR A DISTANCE OF 55.25 FEET;
THENCE SOUTH 43°04'14" EAST, FOR A DISTANCE OF 340.92 FEET;
THENCE SOUTH 81°13'17" EAST, FOR A DISTANCE OF 142.77 FEET;
THENCE SOUTH 75°34'35" EAST, FOR A DISTANCE OF 70.14 FEET;
THENCE SOUTH 24°05'49" WEST, FOR A DISTANCE OF 20.29 FEET;
THENCE NORTH 75°34'35" WEST, FOR A DISTANCE OF 65.74 FEET;
THENCE NORTH 81°13'17" WEST, FOR A DISTANCE OF 148.70 FEET;
THENCE NORTH 43°04'14" WEST, FOR A DISTANCE OF 333.57 FEET;
THENCE SOUTH 65°57'03" WEST, FOR A DISTANCE OF 43.75 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A DELTA OF 34°21'14" AND A LENGTH OF 20.50 TO THE POINT OF BEGINNING.

CONTAINING 11988 SQUARE FEET OR 0.275 ACRES MORE OR LESS.

THE BEARINGS CONTAINED WITHIN THIS LEGAL ARE BASED UPON A BEARING OF SOUTH 46°02'02" WEST, 50.01 FEET BETWEEN THE SOUTHEAST CORNER OF LOT 18 AND THE SANITARY SEWER MANHOLE AT THE CENTER OF DRIVER LANE CUL-DE-SAC. POINTS MORE PARTICULARLY DESCRIBED AS LOT CORNER PIN N 1643952.0468 E 3134099.9370 AND CENTER OF MANHOLE LID N 1643917.3311 E 3134063.9453.

BEING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO.

FOR AND ON THE BEHALF OF
ICON ENGINEERING, INC.

TROY CARMANN
PROFESSIONAL ENGINEER No. 36640

SURVEYED BY:	MAINTENANCE ROAD EASEMENT ICON ENGINEERING, INC. <small>800 South Platte Street, Suite 300, Englewood, CO 80122 Phone (303) 221-0802 Fax (303) 221-0197</small>	CLIENT:	TOWN OF COLUMBINE VALLEY	JOB NUMBER:	06-002-TCV-352	
DRAWN BY:		DDB	LOCATION:	DRIVER LANE	FILE NUMBER:	
CHECKED BY:		TWC	SECTION	TOWNSHIP	RANGE	
DATE:		08-23-06	19	5S	68W	
		SIXTH PRINCIPAL MERIDIAN			SCALE:	1" = 60'
		ARAPAHOE COUNTY, COLORADO			SHEET:	2 of 2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a Municipal Corporation of the State of Colorado**, herein referred to as "Board," and the **City of Littleton, a Municipal Corporation of the State of Colorado**, herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH:

On August 10, 2006, the Board and Roxborough Metropolitan District ("Roxborough") entered into an unrecorded License Agreement to construct, utilize, maintain, repair, and replace a 24-inch PVC sanitary sewer main within the Board's 8" water main property interests, attached and incorporated herein ("Roxborough License"); and

The 24-inch PVC sanitary sewer main has been constructed by Roxborough; and

Roxborough has conveyed the 24-inch PVC sanitary sewer main to the City of Littleton; and

This License to the City of Littleton is for the same Board property interests and the same existing 24-inch PVC sanitary sewer main described in the Roxborough License.

WHEREAS:

The term "Licensee" shall include employees, agents, and contractors of the Licensee.

The term "property" as used herein refers to real property and includes easements, rights of way and other Board interests in land and may sometimes be referred to herein as "Board property."

The Board, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee to construct, utilize, maintain, repair, and replace the existing 24-inch PVC sanitary sewer main within and across the Board's 12-inch water main (see Section 37a herein) property at the location described on the Board's CAD drawing(s) 17865-1, attached and incorporated herein.

1. All equipment, installations, and other activities are subject to the approval of the Board.
2. **THE LICENSEE SHALL MAINTAIN, FOR BOARD INSPECTION, A COPY OF THIS LICENSE AGREEMENT ON THE JOB SITE DURING ANY INSTALLATION OR ACTIVITY AUTHORIZED HEREIN.**
3. Any construction or activity initiated under this License Agreement shall comply with and conform to standards formulated by the Board, and such construction or activity shall be performed and completed according to the plan and within the tolerances given on the Board's CAD drawing(s) 17865-1, attached and incorporated herein.

4. In granting this License, the Board reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water plant and system under the control of the Board, and the Board retains all right to operate, maintain, repair, remove, relocate, or install any of its facilities within the Board's property at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts to locate the Licensee's facilities; however, should damage occur to the Licensee's facilities, the Board will not be held liable for any such damage. In the event the Licensee's installations should interfere with the Board's use, maintenance or operation of its property, at any time hereafter, the Licensee shall, upon request by the Board and at the Licensee's sole expense, immediately relocate, rearrange, or remove its installation so as not to interfere with any such Board use.

5. All work authorized by this License Agreement shall be performed by the Licensee at no expense to the Board. Except as otherwise set forth herein, the Licensee shall own and maintain its installation thereafter. This Agreement shall, in no way, imply that ownership of the land underlying or surrounding the licensed installation or activity is being conveyed.

6. The Licensee shall notify the Board at least forty-eight (48) hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's **LOCATE CENTER at 303-628-6666**.

7. The Licensee shall complete its installation or activity, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within seven (7) days from the date of finalization of the authorized activity. In the event clearing and restoration of the area is not completed within the seven (7) days, the Board may complete that work at the sole expense of the Licensee.

8. At no time shall Licensee interfere with the flow of water in Board facilities, and Licensee shall assume all risks incident to the presence of water in Board facilities.

9. The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation. Any repair or replacement of any of the Board's installations on its property made necessary, in the opinion of the Board's representative, because of the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation, shall be made only by the Board and at the sole expense of the Licensee.

10. The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, **insofar as it legally may**, the Board, its officers, agents, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death, or damage incurred by the Licensee, caused by the Licensee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Licensee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Licensee, its agents, or employees, in the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installations.

11. The Licensee understands and agrees that it is fully responsible for compliance with all rules and regulations relating in any way to the use, storage, treatment, or disposal of hazardous materials, including, but not limited to, chemicals and petroleum products. The Licensee agrees to strictly comply with all federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, the Licensee shall protect, save harmless, defend, and indemnify, **insofar as it legally may**, the Board from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the Board, caused by, resulting from, or connected with such violation or violations.

12. Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA.

13. The rights granted to the Licensee hereunder may not be assigned without the written consent of the Board.

14. The rights and privileges granted in this License Agreement are subject to prior agreements, licenses, and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses, or installations conflicting with the Licensee's use of the Board's property hereunder and to resolve any conflict.

15. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if the Licensee shall at any time fail to or refuse to comply with or carry out any of the conditions of this License, the Board may, at its election, revoke this License Agreement forthwith by written notice to the Licensee in person or by mail at the Licensee's last known address. Upon termination of this License, the Licensee shall have ten (10) days to remove its installation from the Board's property. In the event the Licensee does not remove its installation within the time allowed, the Board, without incurring liability, may remove the installation at the Licensee's expense.

16. Upon abandonment of any right or privilege herein granted, the right of the Licensee to that extent shall terminate, but its obligation to indemnify and save harmless, **insofar as it legally may**, the Board, its officers, employees, and agents, shall not terminate in any event.

17. The Board may, at any time, by giving the Licensee thirty (30) days written notice, terminate this License Agreement.

18. Licensee shall pay for all materials joined or affixed to the Board property and shall pay in full all persons who perform labor upon the Board property and obtain lien releases for all such materials and labor, which shall be provided to the Board, and shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against that Board property for any work done and materials furnished thereon at the instance, request, or on behalf of Licensee.

19. The base license fee includes eight (8) hours of inspection by the Board, and if the Board requires further inspection, the Licensee shall pay therefor at the prevailing rate.

20. All Board roads and fencing that are disturbed by the Licensee's installation shall be restored to a condition satisfactory to the Board's representative within **seven (7) days** from the date of finalization of the authorized activity. Board roads and fencing that are disturbed by the reconstruction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's facilities shall immediately be restored by the Licensee to a condition satisfactory to the Board's representative. **The Licensee shall at no time obstruct Board roadways or ingress to or egress from such roadways.** Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the Board's representative. If restoration is not accomplished by the Licensee within the **seven (7) days**, the Board at its election may perform such restoration at the Licensee's expense. The Licensee shall conduct all construction, operation, maintenance, repair, modification, replacement, or removal of its installations in such a manner that the Board at all times shall have full and complete access to its property.

21. If the Licensee's activity requires the clearance, trimming, or complete removal of trees located within the Board's property, the Licensee must obtain permission from the Board's **Locate Center @ 303-628-6666**. The Licensee will be responsible for all clean up of any trimmings and the removal of logs, branches, limbs, and other debris resulting from the Licensee's activity. Repairs of any damage to Board property will be made by the Licensee at the sole expense of the Licensee and to the satisfaction of the Board's representative. Licensee shall replace any trees removed or damaged in accordance with the current Board's policy, as described in Exhibit "B," attached and incorporated herein.

22. All trenches and excavations, backfill and tamping shall be in accordance with the Board's Engineering Standards and subject to approval by the Board's representative.

23. Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Board's property. Board facilities must not be included in any concrete encasement. 24. The Licensee shall place and maintain permanent, visible markers of a type and at locations designated by the Board's representative to define the centerline of the Licensee's installation. If the placing of the centerline markers is not completed within **seven (7) days** following the finalization of construction, the Board may complete the work at the expense of the Licensee.

24. The Licensee shall place and maintain permanent, visible markers of a type and at locations designated by the Board's representative to define the centerline of the Licensee's installation. If the placing of the centerline markers is not completed within **seven (7) days** following the finalization of construction, the Board may complete the work at the expense of the Licensee.

25. All service lines within the Board's property from the facility herein licensed shall be installed in a manner satisfactory to the Board's representative.

26. The Licensee shall maintain a minimum overhead clearance of twenty-five (25) feet over the Board's

27. No portion of the Licensee's facility shall extend below the stringers of any bridge to which it is attached.

28. The Licensee shall construct access road approaches and curb cuts, when necessary, from its installation to existing Board roadways as required by and to the satisfaction of the Board's representative.

Said approaches shall not have a grade of more than four-percent (4%), and curb cuts shall not be less than fourteen (14) feet in width, but may be wider, as determined by the Board's representative.

29. The Licensee shall place reinforced concrete cut-off walls, as shown on the attached drawing (Dr. 127, No. 35) entitled "Typical Cut-Off Wall" at location determined by the Board's representative. Each cut-off wall excavation, forming, and steel placement shall be inspected and approved by the Board's representative prior to placement of concrete.

30. The Licensee shall not and will not be permitted to discharge water into or upon any Board property or facility, but Licensee shall provide for carriage of any water over or across the Board's property or facility in a manner satisfactory to the Board's representative.

31. The High Line Canal between Sand Creek and the most westerly unnamed drainage located in Section 34 is determined to be a jurisdictional "Waters of the United States," subject to the federal Clean Water Act (33 U.S.C. § 1251 et seq.). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permit(s) from the proper regulatory authority prior to conducting its activity. Licensee shall supply the Board with documentation proving that such authority has been obtained or that such permission is not required by the regulatory authority.

32. Upon completion of the restoration of the canal property by the Licensee, which may include, but is not limited to, re-seeding as defined in Exhibit "C," attached hereto and made a part hereof, to the satisfaction of the Board's representative. If the restoration is not completed by the Licensee to the satisfaction of the Board's representative within the **seven (7) days** set by this License Agreement, the Board will perform the restoration at the expense of the Licensee.

33. The irrigation season is from April 1st until November 1st each year, and diverted water may be flowing in the Board's High Line Canal during this time. Additionally, water may be flowing in the Canal at other time during the year. Any construction contemplated pertaining to this License Agreement may not be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations & Maintenance prior to the commencement of said construction.

34. The Licensee shall place two (2) permanent marker posts, one at each end of the installation and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow a three (3) foot extension above the surface of the ground. The marker posts shall extend a minimum of two (2) feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the installation clearly marked with 1 ½-inch stenciling.

35. The Board has authorized certain recreational activities along and within its property. Prior to the commencement of any construction or activity pursuant to this License Agreement within the property, the Licensee shall notify the Board's Recreational Use Entity. All paved trails and other recreational improvements within the crossing area herein licensed shall be restored to their pre-existing condition to the satisfaction of the Board's Recreational Use Entity within **seven (7) days** from the finalization of the construction or activity. The Licensee shall comply with all of said Entity's requirements that said Entity deems necessary to insure the safety of the general public and to minimize interference with recreational use on the property. The Board's Recreational Use Entity is

36. For the resolution of any dispute arising from this License Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado.

37. This License Agreement is subject to the following special provisions:

a. The Roxborough License and attached parcel map incorrectly stated the Board's main was 8 inches when it was 12 inches. This error has been corrected in this License and parcel map to state the Board's main is 12 inches.

b. The term, "construction" as used herein includes all construction subsequent to the initial construction of the 24-inch PVC sanitary sewer main. The term "construction" does not authorize construction of another sanitary sewer main within the Board property unless it is the reconstruction of the existing 24-inch PVC sanitary sewer main.

c. Licensee agrees to assume all liability, **insofar as it legally may**, for any damages, past or future to the Board's property interests and any Board facilities, including but not limited to the presence or use of hazardous materials as described in Section 11 herein.

d. On the effective date of this License, the Roxborough License will automatically terminate with no further action required.

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Director of Engineering.

APPROVED:

By: _____

Gary W. Boothe
Manager of Real Estate

APPROVED AS TO FORM:

By: _____

Legal Division

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____

Robert J. Mahoney,
Director of Engineering

Date: _____

LICENSEE:

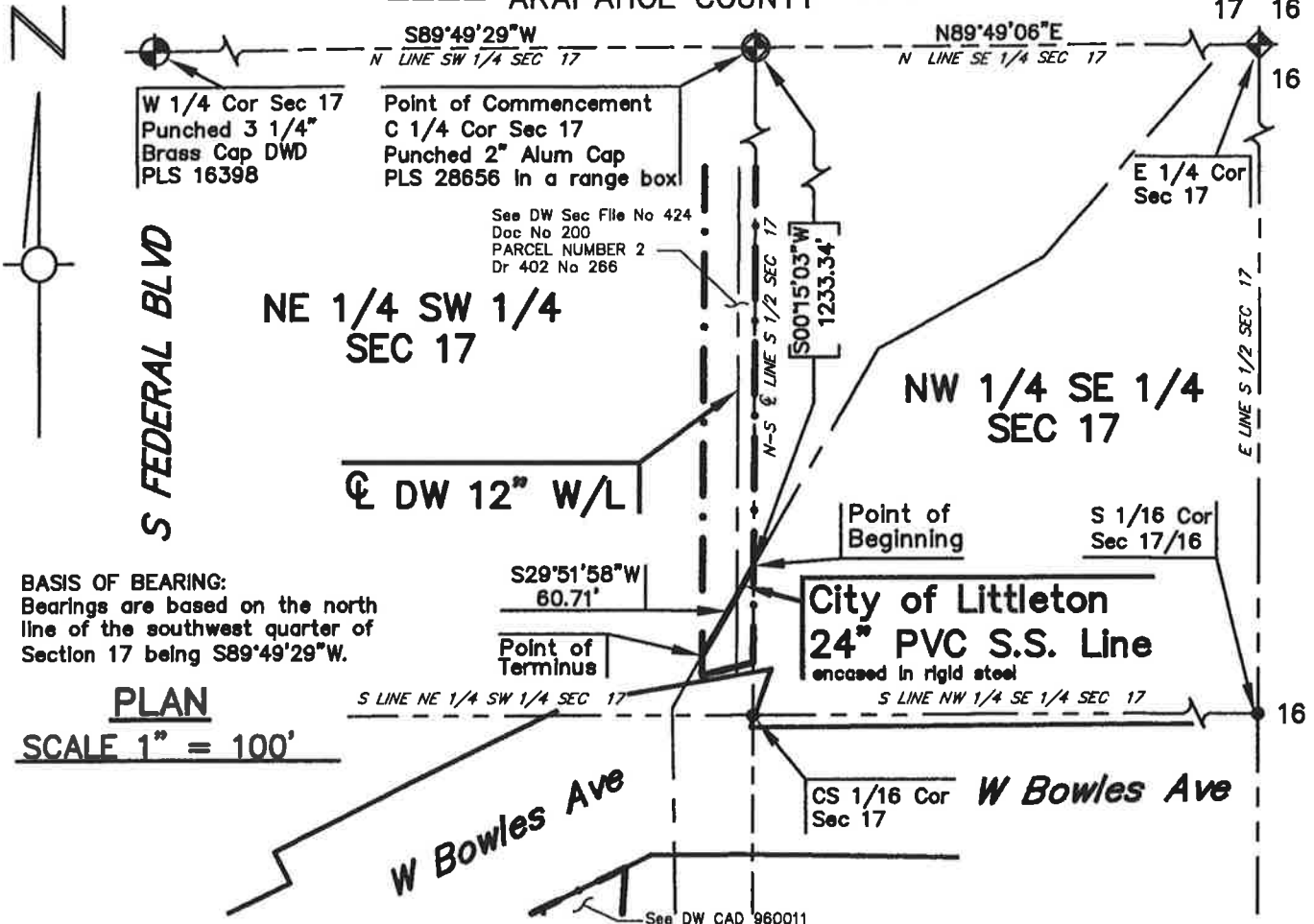
CITY OF LITTLEON, a Municipal
Corporation of the State of Colorado

By: _____

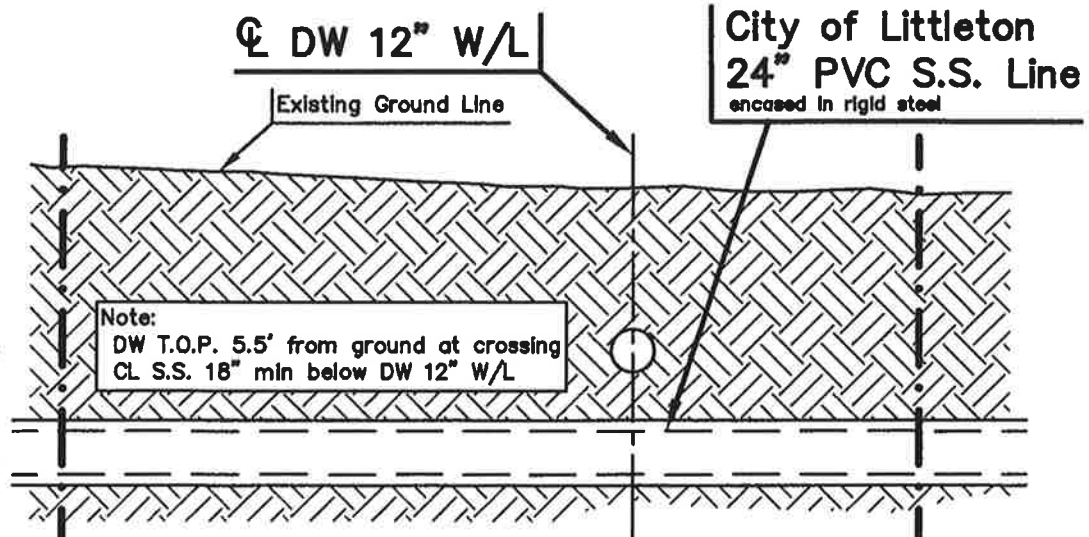
Phil Cernanec
President of City Council
Address: 2255 West Berry Avenue
Littleton, CO 80120
Phone: 303-795-3700

SW 1/4 SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM

ARAPAHOE COUNTY



PROFILE
NO SCALE



Parcel Map Not P.L.S. Stamped or Certified

LEGEND

- LICENSE GRANTED
- BNDRY EXISTING DW ESMT

DOCUMENT DATED:
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.

DRN. LAB PM. LAB S. 4F
APPD. *[Signature]*
SHEET 1 OF 1 SHEET

MAIN 12"

LIC GRANTED FOR RPMD
24" PVC S.S. LINE TO THE
CITY OF LITTLETON

DATE: JANUARY 27, 2015

DENVER WATER
1600 West 12th Avenue
Denver, Colorado 80204
Phone (303)828-8000
Fax (303)628-6224
www.denverwater.org

SCALE: AS SHOWN
CAD 17865-1_PMG

AGREEMENT DATE: August 10, 2006
(To be completed by Denver Water - Property Management)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, a Municipal Corporation of the State of Colorado, herein referred to as "Board", and **Roxborough Park Metropolitan District** herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH:

The term "Licensee" shall include employees, agents, and contractors of the Licensee.

The term "property" as used herein refers to real property and includes easements, rights of way and other Board interests in land and may sometimes be referred to herein as "Board property."

The Board, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee, its successors and assigns, to construct, utilize, maintain, repair, and replace a **24" PVC sanitary sewer line** within and across the Board's **8" main** property at the location described on the Board's CAD drawing(s) 12945-2, attached hereto and made a part hereof.

1. All equipment, installations, and other activities are subject to the approval of the Board.
2. Issuance of this License Agreement indicates that the Board has reviewed and approved plans for the Licensee's proposed installation. **THE LICENSEE SHALL MAINTAIN, FOR BOARD INSPECTION, A COPY OF THIS LICENSE AGREEMENT ON THE JOB SITE DURING ANY INSTALLATION OR ACTIVITY AUTHORIZED HEREIN.**
3. Any construction or activity initiated under this License Agreement shall comply with and conform to standards formulated by the Board and such construction or activity shall be performed and completed according to the plan and within the tolerances given on the Board's CAD drawing(s) 12945-2, a copy of which is attached hereto and made a part hereof.
4. In granting this License, the Board reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the water plant and system under the control of the Board and the Board retains all right to operate, maintain, repair, remove, relocate, or install any of its facilities within the Board's property at any time and in such a manner as it deems necessary or convenient. The Board will make reasonable attempts to locate the Licensee's facilities; however, should damage occur to the Licensee's facilities, the Board will not be held liable for any such damage. In the event the Licensee's installations should interfere with the Board's use, maintenance or operation of its property, at any time hereafter, the Licensee shall, upon request by the Board and at the Licensee's sole expense, immediately relocate, rearrange, or remove its installation so as not to interfere with any such Board use.

5. All work authorized by this License Agreement shall be performed by the Licensee at no expense to the Board. Except as otherwise set forth herein, the Licensee shall own and maintain its installation thereafter. This Agreement shall, in no way, imply that ownership of the land underlying or surrounding the licensed installation or activity is being conveyed.

6. The Licensee shall notify the Board at least forty-eight (48) hours prior to commencing work. In the event of an emergency, the Licensee shall notify the Board at 303-628-6801 (Dispatch). During regular working hours, the Licensee shall notify the Board's **LOCATE CENTER at 303-628-6666**.

7. The Licensee shall complete its installation or activity, clear the area of all construction debris and restore the area to its pre-existing condition as nearly as may be possible within seven (7) days from the date of finalization of the initial construction or authorized activity. In the event clearing and restoration of the area is not completed within the seven (7) days, the Board may complete that work at the sole expense of the Licensee.

8. The Licensee shall assume all risks to its own operation resulting from the presence of water in the Board's facilities.

9. The Licensee will use all reasonable means to prevent any loss or damage to the Board or to others resulting from the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation. Any repair or replacement of any of the Board's installations on its property made necessary, in the opinion of the Board's representative, because of the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installation, shall be made only by the Board and at the sole expense of the Licensee.

10. The Licensee hereby expressly agrees to defend, indemnify, and hold harmless, insofar as it legally may, the Board, its officers, agents, and employees, against any liability, loss, damage, demand, action, cause of action, or expense of whatever nature (including court costs and attorneys' fees) which may result from any loss, injury, death, or damage incurred by the Licensee, caused by the Licensee's negligence or wrongful act, or which arises out of or is caused by any act or omission of the Licensee, its officers, agents, or employees in connection with or by reason of any work done or omission made by the Licensee, its agents, or employees, in the construction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's installations.

11. The Licensee understands and agrees that it is fully responsible for compliance with all rules and regulations relating in any way to the use, storage, treatment, or disposal of hazardous materials, including, but not limited to, chemicals and petroleum products. The Licensee agrees to strictly comply with all federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of the Licensee's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, the Licensee shall protect, save harmless, defend, and indemnify, insofar as it legally may, the Board from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by the Board, caused by, resulting from, or connected with such violation or violations.

12. Certain Board properties may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Licensee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA.

THIS PROVISION DOES NOT APPLY

13. The rights granted to the Licensee hereunder may not be assigned without the written consent of the Board.

14. The rights and privileges granted in this License Agreement are subject to prior agreements, licenses, and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses, or installations conflicting with the Licensee's use of the Board's property hereunder and to resolve any conflict.

15. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if the Licensee shall at any time fail to or refuse to comply with or carry out any of the conditions of this License, the Board may, at its election, revoke this License Agreement forthwith by written notice to the Licensee in person or by mail at the Licensee's last known address. Upon termination of this License, the Licensee shall have ten (10) days to remove its installation from the Board's property. In the event the Licensee does not remove its installation within the time allowed, the Board, without incurring liability, may remove the installation at the Licensee's expense.

16. Upon abandonment of any right or privilege herein granted, the right of the Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the Board, its officers, employees, and agents, shall not terminate in any event.

17. The Board may, at any time, by giving the Licensee thirty (30) days written notice, terminate this License Agreement.

18. Licensee shall pay for all materials joined or affixed to the Board property and shall pay in full all persons who perform labor upon the Board property and obtain lien releases for all such materials and labor, which shall be provided to the Board, and shall not permit any mechanic's or materialman's lien of any kind or nature to be enforced against the Board property for any work done and materials furnished thereon at the instance, request, or on behalf of Licensee.

19. The base license fee includes eight (8) hours of inspection by the Board and if the Board requires further inspection, the Licensee shall pay therefor at the prevailing rate.

20. All Board roads and fencing that are disturbed by the construction of the Licensee's installation shall be restored to a condition satisfactory to the Board's representative within **seven (7) days** from the date of finalization of the initial construction or authorized activity. Board roads and fencing that are disturbed by the reconstruction, operation, maintenance, repair, modification, replacement, or removal of the Licensee's facilities shall immediately be restored by the Licensee to a condition satisfactory to the Board's representative. **The Licensee shall at no time obstruct Board roadways or ingress to or egress from such roadways.** Restoration of roads shall include, but is not limited to, resurfacing when deemed necessary by the Board's representative. If restoration is not accomplished by the Licensee within the **seven (7) days**, the Board at its election may perform such restoration at the Licensee's expense. The Licensee shall conduct all construction, operation, maintenance, repair, modification, replacement, or removal of its installations in such a manner that the Board at all times shall have full and complete access to its property.

21. If the Licensee's activity requires the clearance, trimming, or complete removal of trees located within Board property, the Licensee must obtain permission from the Board's **(CHOOSE EITHER) Locate Center at 303-628-6666 or High Line Canal District Foreman at 303-628-6000**. The Licensee will be responsible for all clean up of any trimmings and the removal of tops, branches, limbs, and other debris resulting from the Licensee's activity. Repairs of any damage to Board property will be made by the Licensee at the sole expense of the Licensee and to the satisfaction of the Board's representative. Licensee shall replace any trees removed or damaged in accordance with the current Board policy, as described in Exhibit "B", attached hereto and made a part hereof.

22. All trenches and excavations, backfill and tamping shall be in accordance with the Board's Engineering Standards and subject to approval by the Board's representative.

23. Underground electric power line installations shall be encased in rigid steel conduit and/or concrete within the Board's property. Board facilities must not be included in any concrete encasement.

24. The Licensee shall place and maintain permanent, visible markers of a type and at locations designated by the Board's representative to define the centerline of the Licensee's installation. If the placing of the centerline markers is not completed within **seven (7) days** following the finalization of construction, the Board may complete the work at the expense of the Licensee.

25. All service lines within the Board's property from the facility herein licensed shall be installed in a manner satisfactory to the Board's representative.

26. The Licensee shall maintain a minimum overhead clearance of twenty-five (25) feet over the Board's

27. No portion of the Licensee's facility shall extend below the stringers of any bridge to which it is attached.

28. The Licensee shall construct access road approaches and curb cuts, when necessary, from its installation to existing Board roadways as required by and to the satisfaction of the Board's representative. Said approaches shall not have a grade of more than four percent (4%), and curb cuts shall not be less than fourteen (14) feet in width, but may be wider, as determined by the Board's representative.

29. The Licensee shall place reinforced concrete cut-off walls, as shown on the attached drawing (Dr. 127, No. 35) entitled "Typical Cut-Off Wall" at locations determined by the Board's representative. Each cut-off wall excavation, forming, and steel placement shall be inspected and approved by the Board's representative prior to placement of concrete.

30. The Licensee shall not and will not be permitted to discharge water into or upon any Board property or facility, but Licensee shall provide for carriage of any water over or across Board property or facility in a manner satisfactory to the Board's representative.

31. The High Line Canal from the confluence with Little Willow Creek to the discharge diversion structure at Sand Creek is a "Waters of the United States", subject to the federal Clean Water Act (33 U.S.C. § 125 et seq.). Licensee shall be responsible for complying with the federal Clean Water Act and obtaining any necessary permits from the proper regulatory authority prior to conducting its activity.

Licensee shall supply the Board with documentation proving that such authority has been obtained or that such permission is not required by the regulatory authority.

32. A deposit in the amount of \$2,000.00 shall be collected from the Licensee and shall be remitted along with the Licensing fee prior to the issuance of any License Agreement on the Board's **High Line Canal** property. Upon completion of the restoration of the canal property by the Licensee, which may include, but is not limited to, re-seeding as defined in Exhibit "C" attached hereto and made a part hereof, to the satisfaction of the Board's representative, this deposit shall be refunded in full. If the restoration is not completed by the Licensee to the satisfaction of the Board's representative within the **seven (7) days** set by this License Agreement, the Board will perform the restoration at the expense of the Licensee. The deposit amount will be retained by the Board for the restoration. Any amount not used for the restoration of the Canal property shall be refunded to the Licensee. The Licensee shall be billed for any cost in excess of the deposit amount.

33. The irrigation season is from April 1st until November 1st each year and diverted water may be flowing in the Board's High Line Canal during this time. Additionally, water may be flowing in the Canal at other times during the year. Any construction contemplated pertaining to this License Agreement may not be undertaken during April 1st through November 1st unless special authorization is obtained from the Board's Director of Operations & Maintenance prior to the commencement of said construction.

34. The Licensee shall place two (2) permanent marker posts, one at each end of the installation and on its centerline, to the satisfaction of the Board's representative. Each permanent marker post shall be filled with concrete and installed to allow for a three (3) foot extension above the surface of the ground. The marker posts shall extend a minimum of two (2) feet below the surface of the ground and be encased in concrete. Each marker post shall have the type, size, and depth of the installation clearly marked with one-and-a-half (1½) inch stenciling.


35. The Board has authorized certain recreational activities along and within its property. Prior to the commencement of any construction or activity pursuant to this License Agreement within the property, the Licensee shall notify the Board's Recreational Use Entity. All paved trails and other recreational improvements within the crossing area herein licensed shall be restored to their pre-existing condition to the satisfaction of the Board's Recreational Use Entity within seven (7) days from the finalization of the construction or activity. The Licensee shall comply with all of said Entity's requirements that said Entity deems necessary to insure the safety of the general public and to minimize interference with recreational use on the property. The Board's Recreational Use Entity is

36. For the resolution of any dispute arising from this License Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado.

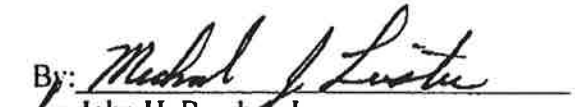
37. This License Agreement is also subject to the following special conditions: NONE

THIS LICENSE AGREEMENT shall become effective on the date it is signed by the Director of Engineering.

ATTESTED AND APPROVED:

By: 
Henry C. Feigen, Chief of Distribution
Engineering and Property Management

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: 
for John H. Bambel, Jr.
Acting Director of Engineering


Date: 8/10/06

APPROVED AS TO FORM:

By: 
Legal Division

LICENSEE:

Roxborough Park Metropolitan District

By: 
Larry Moore, General Manager

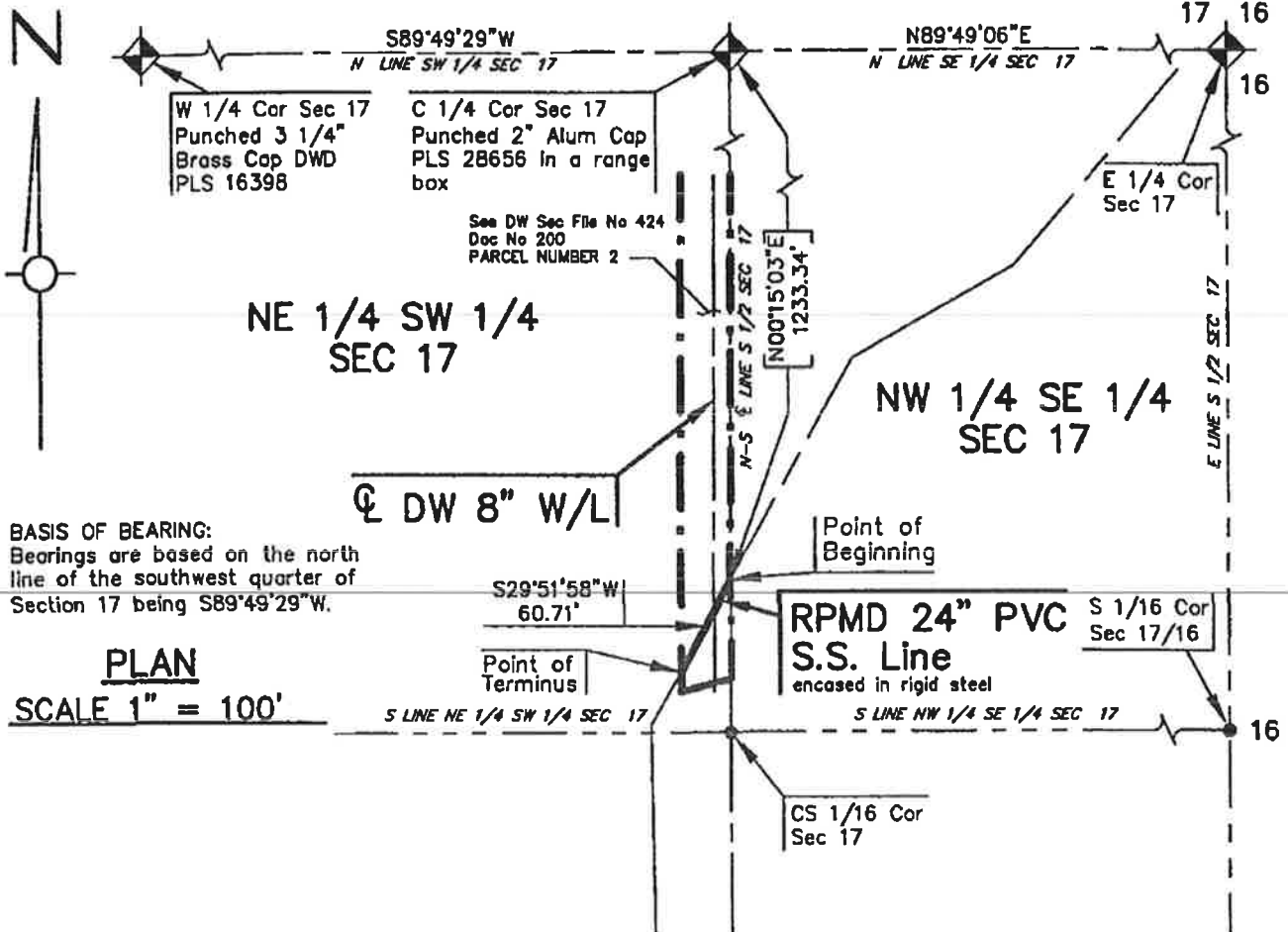
Address:

6222 N. Roxborough Park Rd.
Littleton, CO 80125

Telephone Number: 303-979-7286

SW 1/4 SECTION 17, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th P M

----- ARAPAHOE COUNTY -----

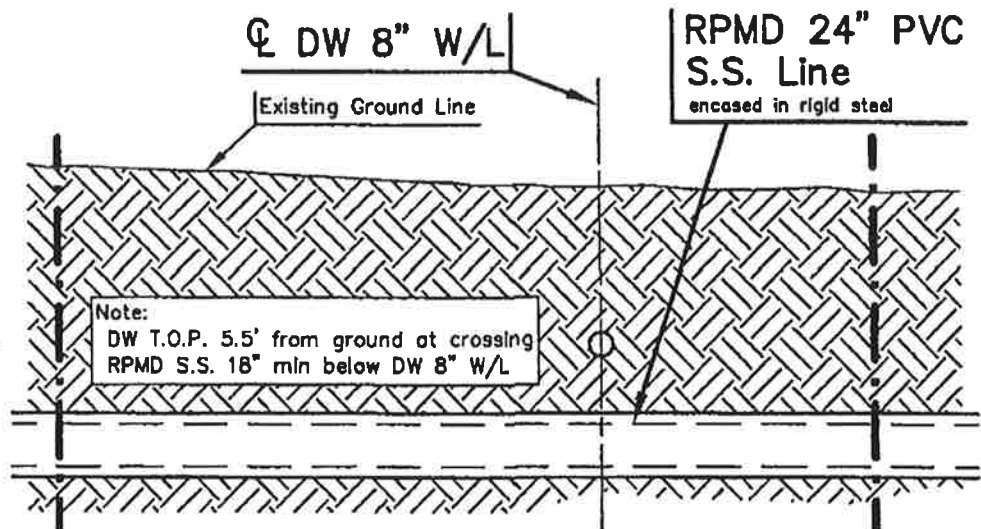


BASIS OF BEARING:
Bearings are based on the north line of the southwest quarter of Section 17 being S89°49'29\"W.

PLAN

SCALE 1" = 100'

PROFILE
NO SCALE



Note:
DW T.O.P. 5.5' from ground at crossing
RPMD S.S. 18\" min below DW 8\" W/L

LEGEND

BNDRY EXISTING D.W.D. ESMT
 LICENSE GRANTED

DOCUMENT DATED
SEC'Y FILE DOC.
RIMS ITEM NO.
CARD NO.

DRN. *APM. LAB IS. 6P*
APPD *David Thompson*
SHEET 4 OF 4 SHEET

D DENVER WATER

MAIN 8"
LIC GRANTED FOR RPMD 24\" PVC S.S. LINE
TO ROXBOROUGH PARK METRO DISTRICT

DATE: JULY 7, 2006

SCALE: AS SHOWN

CAD 12945-2_PMG

ASSIGNMENT OF LICENSE AGREEMENT

This **ASSIGNMENT OF LICENSE AGREEMENT** (the "Assignment") is made and entered into this ____ day of _____, 20____, by and between **ROXBOROUGH WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District" or "Assignor") and **CITY OF LITTLETON, COLORADO**, a municipal corporation of the State of Colorado (the "City" or "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, the Nevada Ditch Holding Company (the "Company") and the District entered into that certain License Agreement, dated October 10, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the Company's grant of a license to the District for the District's construction, installation, operation and maintenance of a sanitary sewer pipeline ("Improvements") located on certain real property owned by the Company (the "License Agreement"); and

WHEREAS, the District has conveyed, or intends to convey, the Improvements installed and constructed within the Easement area to the City; and

WHEREAS, as part of such conveyance, the District desires to assign and transfer to the City all the District's right, title, obligation, and interest in, to, and under the License Agreement; and

WHEREAS, the City is willing to accept from the District said assignment of all the District's right, title, obligation, and interest in, to, and under the License Agreement; and

WHEREAS, Paragraph 22 of the License Agreement requires the Company's consent of the assignment of the License Agreement to the City; and

WHEREAS, the Company has consented to this Assignment of License Agreement as provided in Exhibit B attached hereto.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the legal sufficiency and receipt of which are hereby mutually acknowledged, the Parties hereto agree as follows:

1. The District hereby assigns to the City all the District's right, title, obligation, and interest in, to, and under that certain License Agreement attached hereto as Exhibit A.
2. The City hereby accepts from the District the assignment of the District's right, title, obligation, and interest in, to, and under that certain License Agreement.
3. Upon execution of this Assignment, the District shall have no further right, title, obligation or interest in, to and under the License Agreement.

4. This Assignment and the provisions hereof shall be governed by, and construed in accordance with, the laws of the State of Colorado.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date and year first above written.

ASSIGNOR:

ROXBOROUGH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Larry Moore, General Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Moore as General Manager of ROXBOROUGH WATER AND SANITATION DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

CITY OF LITTLEON, COLORADO

City Clerk

APPROVED AS TO FORM:

City Attorney

~~STATE OF COLORADO)~~
~~) ss.~~
~~COUNTY OF ARAPAHOE)~~

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as President of City Council, City of Littleton, Colorado and attested to by _____, City Clerk, City of Littleton, Colorado.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this__10__th day of October, 2006, between the Nevada Ditch Holding Company herein referred to as the "Company"; and Roxborough Water and Sanitation District herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents and contractors of Licensee.

The term "property" as used herein refers to real property and includes easements, rights-of-way and other company interest in land and may some times be referred to herein as "Company property".

The Company, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth does hereby authorize the Licensee, its successors and assigns, to:

1. Any construction initiated under this License shall be performed and completed according to the plan and within the tolerance given on the Company's drawing (s) attached hereto and made part hereof.
2. The Licensee, at least thirty (30) days prior to the proposed date for commencement of the work hereby authorized, shall submit to the Company for its approval a duplicate set of final detailed plans of the installation Licensee proposes to construct, utilize, modify, repair, replace or maintain hereunder. No construction except for emergency repairs will be permitted on the licensed premises until the Company has approved the plans therefor.
3. The Licensee shall notify the Company at least three (3) days prior to commencement of the construction of, modifications or repairs to Licensee's installation, so that the Company may make such inspections as it deems necessary. In the event of emergency repairs required for safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs, but shall notify the Company of the nature and extent of any such emergency work.
4. In granting this License, the Company reserves the right to make full use of the property involved as may be necessary or convenient in the operation of the ditch system under the control of the Company and the Company retains all right in operate, maintain, install, repair, remove or relocate any of its facilities located within the Company's property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installation should interfere with the Company's use or operation of its property, at any time hereafter, the Licensee shall, upon request by the Company and at Licensee's sole expense, immediately relocate or rearrange its installation so as not to interfere with any such company use.

5. The Licensee shall complete its installation, clear the area of all construction debris and restore the area to its preexisting condition as nearly as may be possible within 10 days from the date of commencement or initial construction or repairs. In the event clearing and restoration of the area is not completed within the time specified, the Company may complete the work at the sole expense of the Licensee.
6. The Licensee shall, if required by the company, place and maintain permanent, visible markers of a type and at locations designated by the company to define the centerline of Licensee's installation. If the placing of the centerline makers is not completed within the time specified, the company may complete the work at the expense of the Licensee.
7. Licensee shall be responsible for obtaining any permits that may be required by state or federal laws prior to commencement of the work. Compliance with all state and federal laws and regulations as they apply to work authorized in this License is the sole responsibility of Licensee.
8. Unless prohibited or otherwise mandated by state or federal laws and regulations, Licensee, at its expense, may trim or cut down trees, shrubs or brush when necessary for the construction of its facility and shall remove and dispose of the cutting debris to the satisfaction of the Company.
9. Guy wires and/or anchors and all structures, including manholes, vaults, junction boxes, etc., shall be installed only at locations specifically authorized herein.
10. Unless prohibited or otherwise mandated by state or federal laws and regulations, all trenches and excavations within company property shall be backfilled in the following manner: The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight- (8) inches loose measure for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 90% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to compaction; the Licensee shall be required to grade, mix or otherwise process wet material proper moisture content or haul in suitable material.
11. Underground electric power line installations shall be encased in rigid steel conduit within the Company's property.
12. Licensee shall not and will not be permitted to discharge water into or upon any Company property of facility, but shall provide for carriage of any water over or across Company property or facility in a manner satisfactory to the Company at no expense to the Company.
13. At no time shall Licensee interfere with the flow of water in Company facilities and Licensee shall assume all risks incident to the presence of water in Company facilities.
14. The irrigation season is generally from April 1 until November 1, each year and water may be flowing in the Company's facility during this time. Any construction

contemplated pertaining to this may not be done during the period in which water is flowing in the Company's facility unless special authorization is obtained from the Company prior to commencement of said construction.

15. Licensee will use all reasonable means to prevent any loss or damage to the Company or to others resulting from the construction, modifications, replacement, repair, operation and maintenance of Licensee's installation. Any repair or replacement of any of the Company's installation on its property made necessary, in the opinion of the Company, because of the construction modification, operation, maintenance, repair or replacement of Licensee's installation, shall be made only by the Company and at the sole expense of the Licensee.
16. Licensee, insofar as it legally may, hereby expressly agrees to defend, indemnify and hold harmless the Company, its officers, agents, employees and insurers against any liability, loss, damage, demand, actions, cause or action or expense of whatever nature (including court costs and attorney's fees) to the extent the same are due to the Licensee's negligence which may result from any loss, injury, death or damage allegedly sustained by the Licensee or any person, firm, corporation or other entity, which arises out of or is caused by any act or omission of Licensee, its officers, agents, or employees (or Licensee's employees). All damage to the Licensee's installation shall be repaired at no expense to the Company.
17. Licensee shall maintain a minimum overhead clearance of 25 feet over the Company's facility, measured vertically from the existing ground line to the lowest point of the Licensee's installation.
18. All work authorized by this License shall be performed by the Licensee at no expense to the Company and, except as otherwise set forth herein, Licensee shall own and maintain its installation thereafter.
19. The rights and privileges granted in this License are subject to prior agreements, licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the Company's property hereunder and to resolve any conflict.
20. If the Licensee does not use the right herein granted or its installation for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License the Company may, at its election and after thirty (30) days notice to comply, revoke this License by written notice to the Licensee in person or by mail at Licensee's last known address. Upon termination of the License, the Licensee shall have ten (10) days to remove its installation from the Company's property. In the event Licensee does not remove said installation within the time allowed the Company, without incurring liability, may remove said installation at Licensee's expense.
21. Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the Company, its officers, employees and agents, shall not terminate in any event.

22. The rights granted Licensee hereunder may not be assigned without the written consent of the Company.
23. The base license fee (\$2000.00) includes eight (8) hours of inspection by the Company and if the Company requires further inspection, Licensee shall pay therefor at the rate of \$130.00 per hour. Ditch Company engineering review fees applicable to this project are not included in the license fee and will be paid by the licensee.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

NEVADA DITCH HOLDING COMPANY




President

LICENSEE

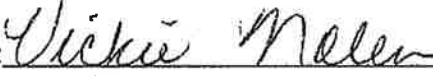
The undersigned authorized officer of Roxborough Water and Sanitation District has read the foregoing License and agrees for and in behalf of said that it will accept and will abide by all the terms and conditions thereof.

Roxborough Water and Sanitation District



General Manager

ATTEST:

By: 

Secretary/Treasurer

ADDRESS:

6222 N. Roxborough Park Road, Littleton, Colorado 80125

Phone: 303-979-7286



EXHIBIT B

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

NEVADA DITCH HOLDING COMPANY (the "Company") and Roxborough Water and Sanitation District (the "District") entered into that certain License Agreement, dated October 10, 2006, for the purpose of consolidating all understandings and commitments between the parties relating to the Company's grant of a license to the District for the District's construction, installation, operation, and maintenance of a sanitary sewer pipeline located on certain real property owned by the Company.

The District desires to assign to the City of Littleton, Colorado, all of the District's right, title, obligation, and interest in, to, and under the License Agreement.

By signature below and in accordance with Paragraph 22 of the License Agreement, the Company hereby consents to the District's assignment to the City of Littleton, Colorado, of all of the District's right, title, obligation, and interest in, to and under the License Agreement.

Dated this 19 of NOVEMBER, 2014.

NEVADA DITCH HOLDING COMPANY

By: _____

Its: _____


PRESIDENT

Licensee: City of Littleton

File With Document #: 67706, 67707, 67708, 67709,
67115, 67716, 67717, 67723, 83599, 83601, 85999,
87403

Investigation #: 2014-319

Line No. 062

Plat No. 2062-2.3, 2.4, 2.6, 2.11
12/05

Agent: J. Craig

Engineer:

Section 17, 20, 31, Twp 5 South, Rge 68 West
Arapahoe County

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this _____ day of _____ 2015 by and between PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, hereinafter called "Licensor," and, the CITY of LITTLETON, a Colorado municipal corporation hereinafter called "Licensee."

RECITALS

A. Licensor is the owner of **easements or rights-of-way** for utility facilities (the "Premises"), and desires to protect the facilities located thereon and preserve the future use of said easements or rights-of-way, which is more particularly described as follows:

numerous electric transmission line easements of various widths located in Sections 17, 20 and 31 of Township 5 South, Range 68 West, 6th P.M., Arapahoe County, Colorado.

B. Licensee desires to maintain a sanitary sewer line of varying widths, either 36" or 24" ("licensed facility") in, under, or along portions of the Premises as more particularly shown on Exhibit A, attached hereto and made a part hereof, and desires to obtain Licensor's permission therefore.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby grants to Licensee, with respect to such interest as Licensor may have in the Premises, the authorization to construct, operate, maintain, repair, inspect, remove, and replace the licensed facility in, on, under, or along the Premises, subject to the following:

(1) Licensor is the owner of a limited interest in the Premises. Licensee shall bear the sole obligation of obtaining from the fee title owner of the Premises or others owning proprietary interest in the Premises, such authority or rights as Licensee may need in addition to this license for Licensee's use of the Premises. Licensee agrees that any authorization granted herein is subject to Licensee obtaining such additional authorization.

(2) Licensor intends to use the Premises for the construction, operation, maintenance, repair, replacement, and relocation of its utility facilities, and the rights herein granted to Licensee for the use of the Premises are subject to the rights of Licensor to use the Premises for such purposes, which rights Licensor hereby expressly reserves.

(3) Licensee shall contact the Utility Notification Center of Colorado (1-800-922-1987) for location of any underground utilities, at least two working days prior to the commencement of construction on the Premises. Further, if Licensor has constructed electric transmission facilities on the Premises, Licensee shall contact Licensor's Electric Transmission Lines department at (303) 273-4669 at least four working days prior to the commencement of construction on the Premises. At the discretion of Licensor's Electric Transmission Lines department, construction activities on the Premises shall be performed only when Licensor's representative is present. The instructions of such representative relating to the protection of Licensor's facilities will be followed by Licensee, and will be considered conditions of this authorization.

(4) Licensee shall not do or permit to be done any blasting above, underneath, or near facilities on the Premises without first having received prior written permission from Licensor. Any blasting shall be done in the presence of a representative of Licensor and in accordance with directions such representative may give for the protection or safety of facilities in the area.

(5) Any damage to the Premises, or to Licensor's facilities located on the Premises, as a result of the construction, operation, maintenance, repair, inspection, removal, replacement, or relocation of the licensed facility shall be paid for or repaired at the expense of Licensee.

(6) Licensee agrees and understands that if Licensor has constructed natural gas gathering, storage, transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such natural gas facilities may now transport and may continue to transport natural gas at significant pressures. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such natural gas facilities and the danger and risk involved.

(7) Licensee agrees and understands that the natural gas facilities of Licensor, if located on the Premises, may be subject to cathodic protection by rectifier and related anode beds, and that Licensor shall not be liable for stray current or interfering signals induced in the licensed facility as a result of the operating of Licensor's cathodic protection system.

(8) Licensee agrees and understands that if Licensor has constructed electric transmission, distribution, or related facilities on the Premises, Licensee has been fully advised by Licensor that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Licensee shall advise all of its employees, agents, contractors, and other persons who enter upon the Premises, pursuant to the provisions of this license, of the existence and nature of such electric facilities and the potential danger and risk involved.

(9) (a) (i) As used in this license, the term "Claims" means (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

(ii) As used in this license, the term "Injury" means (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened health effect; and (4) any consequential or other damages.

(b) To the extent permitted by law, Licensee covenants and agrees to at all times protect, indemnify, hold harmless, and defend Licensor, its directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to (1) this license; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the electric transmission or distribution; natural gas gathering, storage, transmission, or distribution; or any other utility facilities located on the Premises; or (3) Licensee's or any other person's presence at the Premises as a result of or related to this license.

(c) Licensee's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

(i) Claims asserted by any person or entity, including, but not limited to, employees of Licensee or its contractors, subcontractors, or their employees;

(ii) Claims arising from, or alleged to be arising in any way from, the existence at or near the Premises of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; or

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Licensee, its sublessees, invitees, agents, or employees.

(d) By agreeing to indemnification hereunder, Licensee does not waive any provisions of the Colorado Governmental Immunity Act.

(10) A copy of this license shall be on the Premises and available during construction of the licensed facility.

(11) This license is not transferable or assignable without the express written permission of Licensors.

(12) Upon abandonment of the use of the Premises by Licensee or removal of the licensed facilities, this license shall terminate.

(13) This license shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

(14) This license may be executed in two original counterparts, each of which shall be deemed an original of this instrument.

(15) Additional Provisions: None.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE

EXHIBIT A SHT 1 OF 5

XCEL ENERGY
PERMANENT EASEMENT

BELLEVUE AVE

RPMD TEMP
CONSTRUCTION
EASEMENT

RPMD PERMANENT
EASEMENT

RPMD WW PIPELINE

XCEL ENERGY
POWER POLES #32

XCEL ENERGY OHE LINE
XCEL ENERGY
PERMANENT EASEMENT

PRINCE ST

RPMD PIPE DEPTH
(8 FT B.O.P.)

RPMD PIPE DEPTH
(11 FT B.O.P.)

XCEL ENERGY
POWER POLES #33

SANTEE DRIVE

NE COR SEC 17 T. 5 S. R. 68 W. 6TH P.M.

SHEET 1 OF 5

ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 1

TST

TST INFRASTRUCTURE, LLC
Consulting Engineers

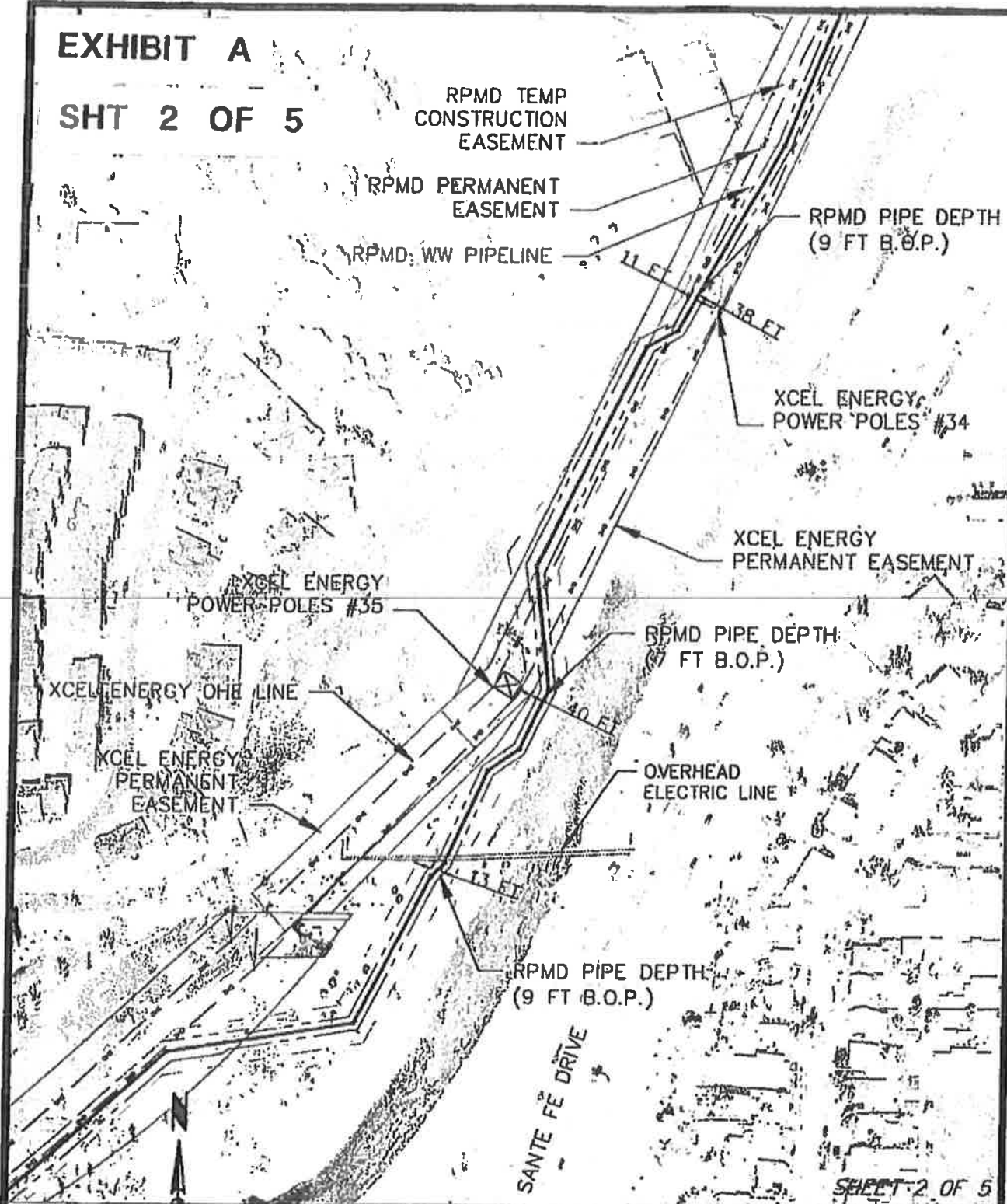
JOB NO. 001.104.09

DATE SEPT 2006

200 0 200
scale 1"=200' feet

EXHIBIT A

SHT 2 OF 5



SHEET 2 OF 5



ROXBOROUGH WATER AND SANITATION DISTRICT



TST INFRASTRUCTURE, LLC
Consulting Engineers

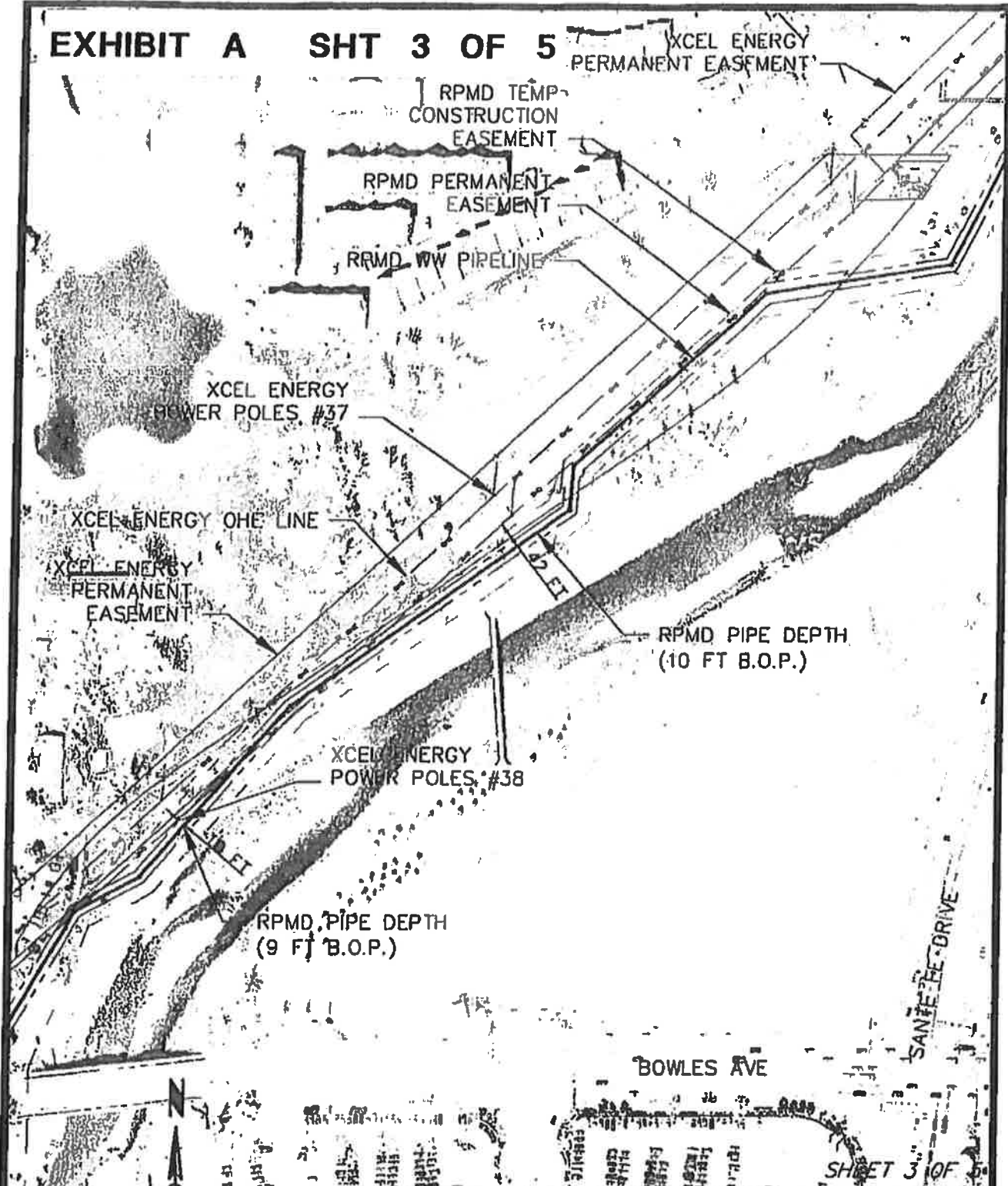
SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 2

JOB NO. 001.104.09

DATE REV OCT 2006

EXHIBIT A SHT 3 OF 5



ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

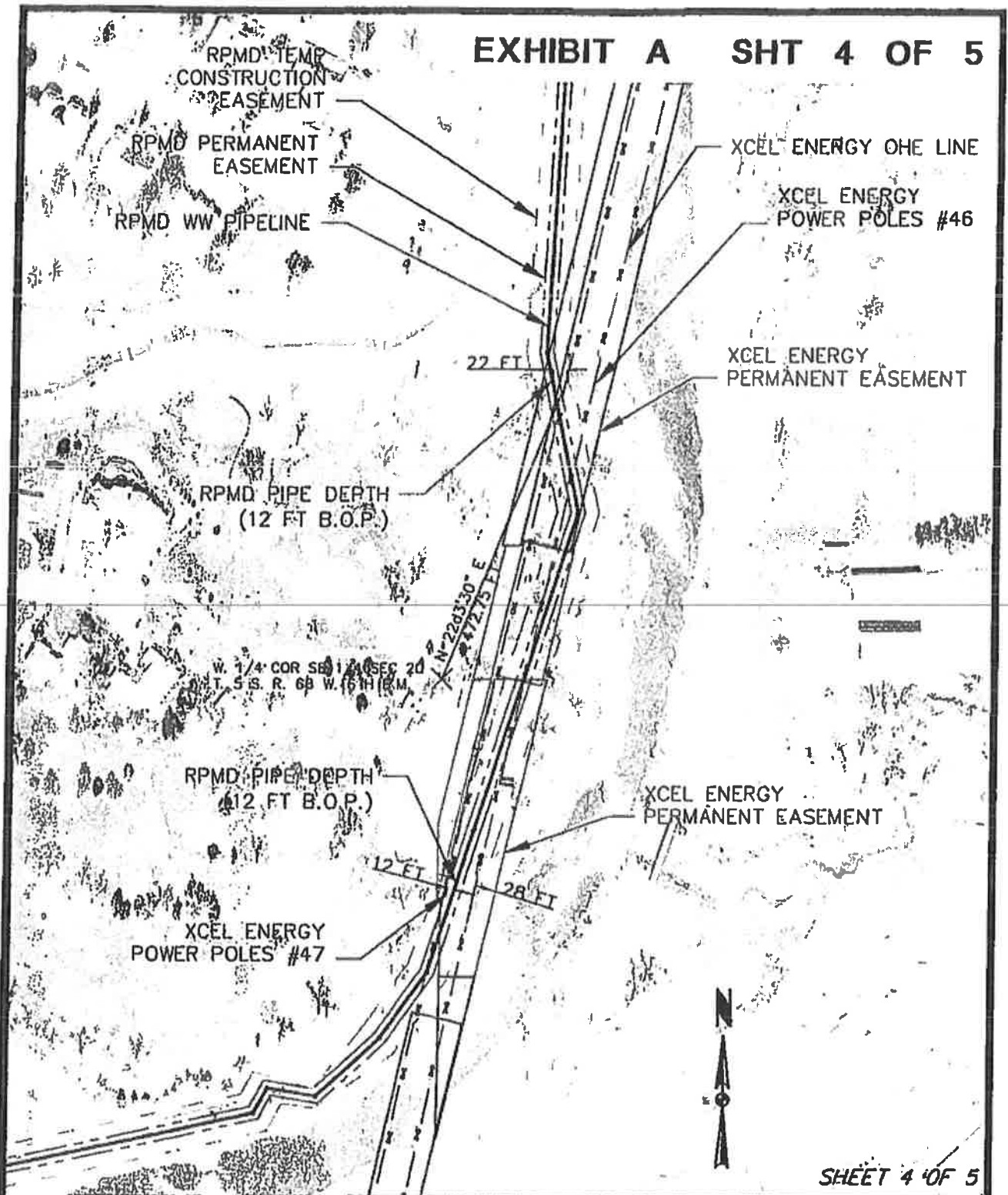
XCEL ENERGY SHEET 3

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO. 001.104.09

DATE SEPT 2006

EXHIBIT A SHT 4 OF 5



SHEET 4 OF 5

ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 4

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO. 001.104.09

DATE SEPT 2006

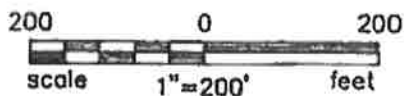


EXHIBIT A

SHT 5 OF 5

RPMD TEMP.
CONSTRUCTION
EASEMENT

RPMD PERMANENT
EASEMENT

RPMD WW PIPELINE

RPMD PIPE DEPTH
(7 FT B.O.P.)

RPMD PIPE DEPTH
(11 FT B.O.P.)

RPMD PIPE DEPTH
(6 FT B.O.P.)

XCEL ENERGY
POWER POLES #65

XCEL ENERGY
PERMANENT EASEMENT

XCEL ENERGY ONE LINE

XCEL ENERGY
POWER POLES #66

C-470

N 144° 16' W
902.87 FT

NOTE: THE PROPOSED RPMD PIPELINE WILL CONTINUE TO PARALLEL THE POWER LINE ALONG WITH AN ADDITIONAL 20 POWER POLES TO THE EAST. THE PIPELINE HOWEVER WILL BE NO LESS THAN 25 FEET AWAY FROM ALL THE SUBSEQUENT POLES.

S. COR SEC 31 T. 5 S. R. 68 W. 6TH P.M.

SHEET 5 OF 5

200 0 200
scale 1"=200' feet

ROXBOROUGH WATER AND SANITATION DISTRICT

SANITARY SEWER EASEMENT

XCEL ENERGY SHEET 5

TST
TST INFRASTRUCTURE, LLC
Consulting Engineers

JOB NO.
001.104.09

DATE
SEPT 2006

EXHIBIT J

Roxborough Water and Sanitation District Permanent Access Agreement and Legal Description

PERMANENT ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the City of Littleton, Grantors, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, do, for themselves and on behalf of their heirs, successors and assigns, hereby grant and convey to the Roxborough Water and Sanitation District, the Grantee, its successors and assigns, a permanent right of entry and access easement on that property described and depicted in Parcel 4, which is attached hereto and incorporated herein by this reference, together with the right to travel over, on through the property (hereinafter the "Easement Premises"), said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado.

Grantors hereby covenant and agree that they have good title to the Easement Premises; that they have good and lawful right to grant this easement and that they will warrant and defend title and quiet possession thereof against the claims of all persons whomsoever.

Grantors further covenant to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

Grantors further agree that they shall not, in any manner, interfere with the above stated objects, nor disturb, injure or molest the site or any activities thereon.

Grantee agrees to restore the Easement Premises, as reasonably as possible, to the condition it was in immediately prior to any access undertaken herein, should such restoration be necessary.

Permanent Access Easement
Page 2

SIGNED this _____ day of _____, 20____.

GRANTOR

Printed name: _____

Title: _____

ATTEST:

COUNTY OF ARAPAHOE)
)ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [name] as _____ [title] of _____ [entity name].

My Commission Expires:

Notary Public

PARCEL 4 SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO

LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A STRIP OF LAND BEING 30.00 FEET WIDE AND 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, OVER, UNDER AND ACROSS CERTAIN TRACTS OF LAND AS DESCRIBED IN BOOK 2087, PAGE 181, COUNTY OF ARAPAHOE, DEED RECORDS, SITUATED IN A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY OF ARAPAHOE AND STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE NORTH SOUTH CENTERLINE OF SAID SECTION 31 SHALL BE ASSUMED TO BEAR N. 00°34' 16" E.,

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID BOOK 2087, PAGE 181, THAT BEARS N. 11°11' 38" E., 915.74 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 31; THENCE S. 46°09' 57" W., 35.41 FEET TO THE TERMINUS OF SAID CENTERLINE.



10/05/16

RICHARD P. PALMER DATE
COLORADO REGISTRATION NO. 25375

SHEET 2 OF 2

ROXBOROUGH WATER AND SANITATION DISTRICT
(F/K/A ROXBOROUGH PARK METROPOLITAN DISTRICT)



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

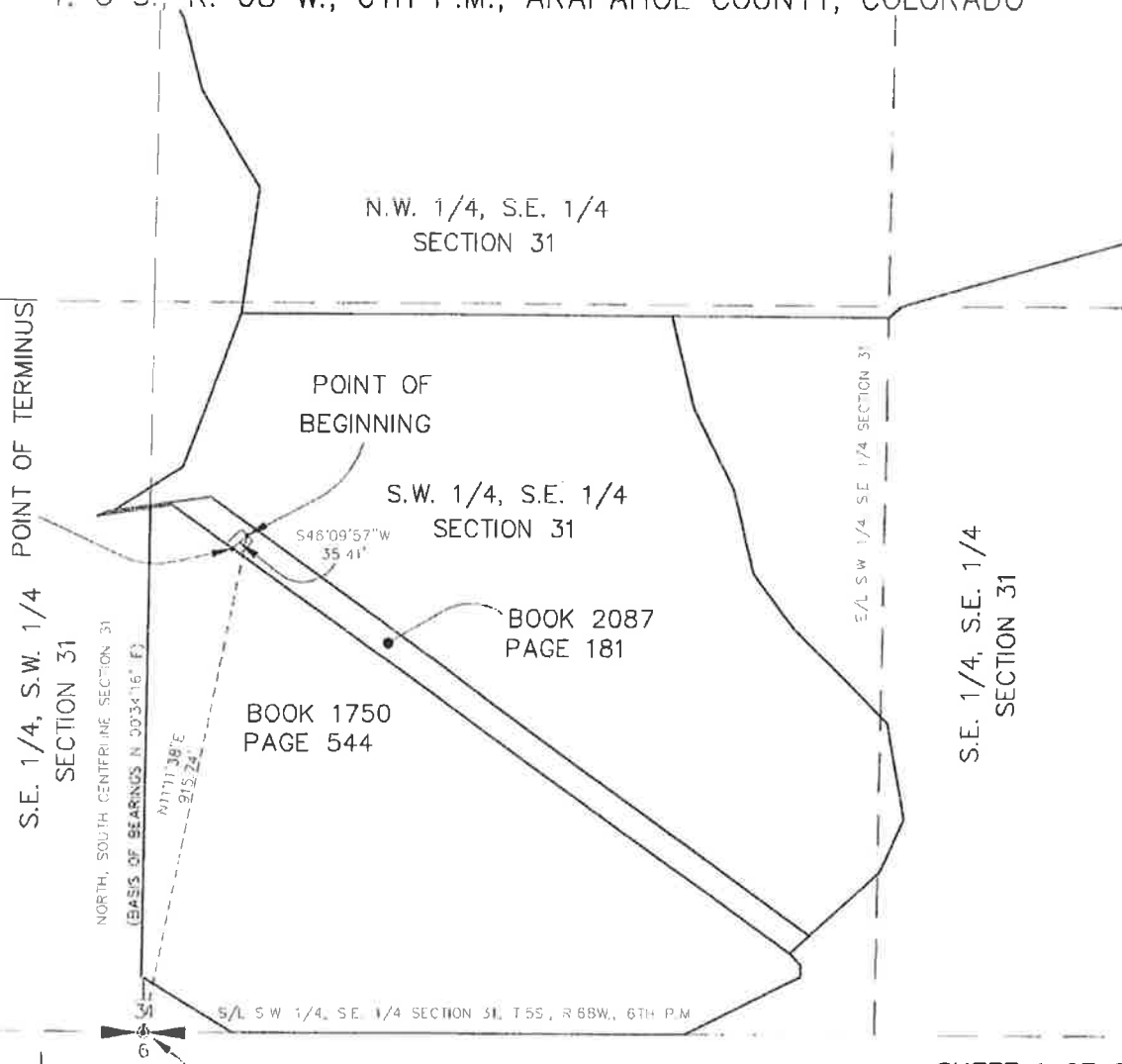
CITY OF LITTLETON 34

JOB NO.
001.104.09

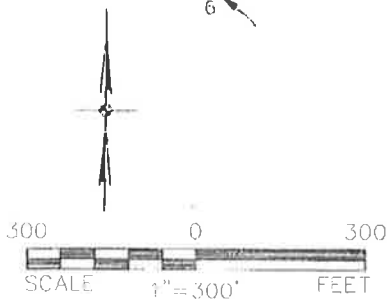
DATE
SEPT. 2016

PARCEL 4 SANITARY SEWER EASEMENT

S.W. 1/4, S.E. 1/4 SECTION 31
T. 5 S., R. 68 W., 6TH P.M., ARAPAHOE COUNTY, COLORADO



SHEET 1 OF 2



ROXBOROUGH WATER AND SANITATION DISTRICT
(F/K/A ROXBOROUGH PARK METROPOLITAN DISTRICT)



TST INFRASTRUCTURE, LLC
Consulting Engineers

SANITARY SEWER EASEMENT

CITY OF LITTLETON 34

JOB NO.
001.104.09

DATE
SEPT. 2016

EXHIBIT K

Platte Canyon Water and Sanitation District
Consent to Transfer of Shared Pipe
Dated May 27, 2016

CONSENT TO TRANSFER OF SHARED PIPE

On October 27, 2006, Roxborough Water and Sanitation District, Platte Canyon Water and Sanitation District and the City of Littleton, Colorado entered into that certain "Intergovernmental Agreement Regarding Cost Sharing for Use of Shared Pipe" for purposes of allocating each party's respective capacity in the Shared Pipe (as defined therein) as well as to set forth their respective payment obligations for the costs of constructing and maintaining the Shared Pipe (the "Cost Sharing IGA"). Pursuant to Paragraph 13 of the Cost Sharing IGA, the parties acknowledged and consented to the conveyance of the Shared Pipe, together with all maintenance and operations responsibilities thereto, from the District to the City, upon such terms as may be mutually agreed upon by the District and the City, and consented to by Platte Canyon, such consent not to be unreasonably withheld.

By signature attached hereto, Platte Canyon consents to the terms and conditions of this Agreement related to the transfer of Shared Pipe, together with maintenance and operations responsibilities, from the District to the City.

Dated this 27th day of May, 2016.

PLATTE CANYON WATER AND SANITATION DISTRICT



By: Richard Rock

Its: President

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday February 21, 2017

SUBJECT: An ordinance on second reading approving an Interceptor Transfer Agreement between the city and the Roxborough Water and Sanitation District regarding ownership of a gravity interceptor sewer, terminating easements to Roxborough Water and Sanitation District and granting an access easement to Roxborough Water and Sanitation District

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE ORDINANCE?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



File #: ID# 17-46, **Version:** 1

Agenda Date: 2/21/2017

Subject:
Motion confirming hiring range for city attorney recruitment

Presented By: Erich WonSavage, Human Resources Director

POLICY QUESTION:

Does city council support a hiring range of \$142,200 to \$184,800 for the city attorney recruitment?

BACKGROUND:

Salary is a key component for potential candidates when deciding whether or not to apply for a position. The city's contract recruiting firm, Waters and Company, has requested guidance in responding to potential candidates for the city attorney position pertaining to the hiring salary range.

Staff has provided a detailed memo on this issue as an attachment.

STAFF ANALYSIS:

Using the most recent Mountain State's Employer's council Denver-Boulder data for public sector attorneys and aging the data for the employment cost index, staff recommends a hiring range minimum of \$142,200 and a hiring range maximum of \$184,800. The recommended hiring range maximum is the aged weighted average for public sector city attorneys in Littleton's market area for 2017.

FISCAL IMPACTS:

The city attorney position is a direct report to city council, where a candidate may fall within the recommended hiring range would be determined by city council commensurate with a candidate's experience.

STAFF RECOMMENDATION:

Staff recommends a hiring range minimum of \$142,200 and a hiring range maximum of \$184,800.

PROPOSED MOTION:

I move to approve the recommended hiring range for the city attorney recruitment.

**Human Resources**

2255 W. Berry Avenue
Littleton, Colorado 80120
Phone: 303-795-3857

Date: February 16, 2017
To: City Council
From: Erich WonSavage, HR Director
Re: City Attorney Pay Grade – Recommended Guideline for Waters & Company

Candidates for the City Attorney position have been inquiring what the City's hiring rate is for the City Attorney position. Waters and Company has only been able to tell them that it's negotiable since we have not provided them with any parameters. They have asked us to provide some guidance for answering this question, because as they continue to work with potential candidates, compensation is a key factor in deciding whether they will apply or not?

As this is a Council position, the below is a recommended guideline based on our market and would allow us to provide Waters with a hiring range to use with our candidates.

Below is a table that uses the most recent Mountain States Employer's Council Denver-Boulder market data for PUBLIC SECTOR attorneys. The data identifies the weighted average for City Attorney's in our market was \$181,200 on 1/1/2016. The City's practice has been to use the weighted average at the top of our *hiring range* for any position. Because the data is old, we would recommend aging it for the 1 year period it lags.

When aging compensation, it has been the city's practice to use the ECI or Employment Cost Index. For the 2016 year, it came in at 2%; meaning a weighted average for a Public Sector City Attorney as of 1/1/2017 would be: \$184,800. Using our city's spread for pay ranges the below table represents a recommended hiring range (Minimum – Maximum) that could serve as a guide to Waters and Company. Where a candidate would fall within the hiring range would be determined by Council commensurate with the candidate's experience.

Recommendation: It is recommended that Council support providing Waters and Company with the below 2017 Hiring Range.

Recommended Hiring Range:

Salary Grade 315	Minimum	Maximum
2016	\$139,400	\$181,200
2017	\$142,200	\$184,800