

RESOLUTION NO. 25-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, ACCEPTING A PERMANENT DRAINAGE EASEMENT
FROM SHEA CANYONS, LLC, CONNECTED TO THE CANYONS FILING NO. 3, 4TH
AMENDMENT (CASE NO. EAD-2025-002)**

WHEREAS, pursuant to C.R.S. § 31-15-101(1)(d), the City of Castle Pines ("City") is authorized to acquire and dispose of real property; and

WHEREAS, the City Council, at a duly noticed regular meeting on July 22, 2025, approved Resolution No. 25-31, Approving Canyons Filing No. 3, 4th Amendment, Case No. PFP-2024-001; and

WHEREAS, the Canyons Filing No. 3, 4th Amendment (the "Development") requires the construction of certain drainage facilities that extend outside of the Development's boundaries; and

WHEREAS, the City requires an easment over the drainage facilities for the purposes and in the location described in the Permanent Drainage Easement attached hereto as **Exhibit A** (the "Easement Agreement"); and

WHEREAS, the City Council desires to approve the Easement Agreement and accept the easement described therein under the terms and conditions set forth in the Easement Agreement.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. City Council hereby: (1) approves the Easement Agreement substantially in the form attached hereto as **Exhibit A**, (2) accepts the easement granted to the City by the Easement Agreement, (3) authorizes the City Attorney to make non-material changes to the Easement Agreement, as needed, (4) authorizes the Mayor and City Clerk to sign the final form of the Easement Agreement, (5) directs the City Clerk to record a fully executed copy of the Easement Agreement with the Douglas County Clerk and Recorder's Office, and (6) authorizes and directs the City Manager or his designee to take all steps necessary to effectuate the terms of the Easement Agreement.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 7 IN FAVOR, 0
AGAINST, AND 0 ABSENT THIS 23RD DAY OF SEPTEMBER 2025.**



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Nov 12, 2025 14:54:15 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda Michow

Linda Michow (Oct 9, 2025 10:28:03 MDT)

Linda C. Michow, City Attorney

EXHIBIT A
PERMANENT DRAINAGE EASEMENT

{See attached.}

PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this _____ day of _____, 2025, by **SHEA CANYONS, LLC**, a Colorado limited liability company, with a principal office address at 9380 Station St., Ste. 600, Lone Tree, CO 80124 (the "Grantor"), to the **CITY OF CASTLE PINES**, a Colorado home rule municipality, with offices at 7437 Village Square Drive, Suite 200, Castle Pines CO 80108 (the "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee a Permanent Drainage Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across a certain parcel of real property, as more particularly described in **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Easement.
2. The Grantee shall have the right, but not the obligation, to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the improvements made within the Easement Parcel, and to remove objects interfering therewith. It is expressly understood that the construction, maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee shall remain the responsibility of the Grantor and its successors and/or assigns. It is further understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any drainage facilities in or on the Easement Parcel.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.
4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.
5. The Easement shall terminate only by the express vacation of the Easement by the Grantee or any successor or assign thereof. Mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
6. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel 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 is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.

7. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.
8. The consideration set forth above includes full and just compensation for (a) all of the grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims against the Easement Parcel and the Grantor agrees to pay any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.

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SIGNATURE PAGE FOLLOWS.

GRANTOR:

SHEA CANYONS, LLC, a Colorado limited liability company

By: Shea Home Limited Partnership, a California Limited Partnership, Manager of Grantor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Permanent Drainage Easement was acknowledged before me this _____ day of _____, 2025, by _____ as _____ and _____ as _____ of Shea Home Limited Partnership, a California Limited Partnership, as Manager of Shea Canyons, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

Accepted and approved

CITY OF CASTLE PINES, a Colorado home rule municipality

Mayor, City of Castle Pines, Colorado

ATTEST:

City Clerk

EXHIBIT A – DESCRIPTION OF EASEMENT PARCEL

EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT J-1, THE CANYONS FILING NO. 3, 3RD AMENDMENT, IN THE CITY OF CASTLE PINES, COUNTY OF DOUGLAS, STATE OF COLORADO PER PLAT RECORDED FEBRUARY 20, 2025 AT RECEPTION NO. 2025006960, AND A PORTION OF LOT 1, BLOCK 43, THE CANYONS FILING NO. 3, 1ST AMENDMENT, IN THE CITY OF CASTLE PINES, COUNTY OF DOUGLAS, STATE OF COLORADO PER PLAT RECORDED MAY 19, 2023 AT RECEPTION NO. 2023021279 IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 12, AND SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 67 WEST, 6TH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 43;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, BLOCK 43 SOUTH 37°23'12" WEST, A DISTANCE OF 234.15 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE NORTH 47°10'43" WEST, A DISTANCE OF 28.88 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 52°15'00" EAST, A DISTANCE OF 58.45 FEET;

THENCE SOUTH 70°21'16" EAST, A DISTANCE OF 112.53 FEET;

THENCE SOUTH 19°38'44" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 70°21'16" WEST, A DISTANCE OF 116.52 FEET;

THENCE NORTH 52°15'00" WEST, A DISTANCE OF 62.43 FEET;

THENCE NORTH 37°45'00" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

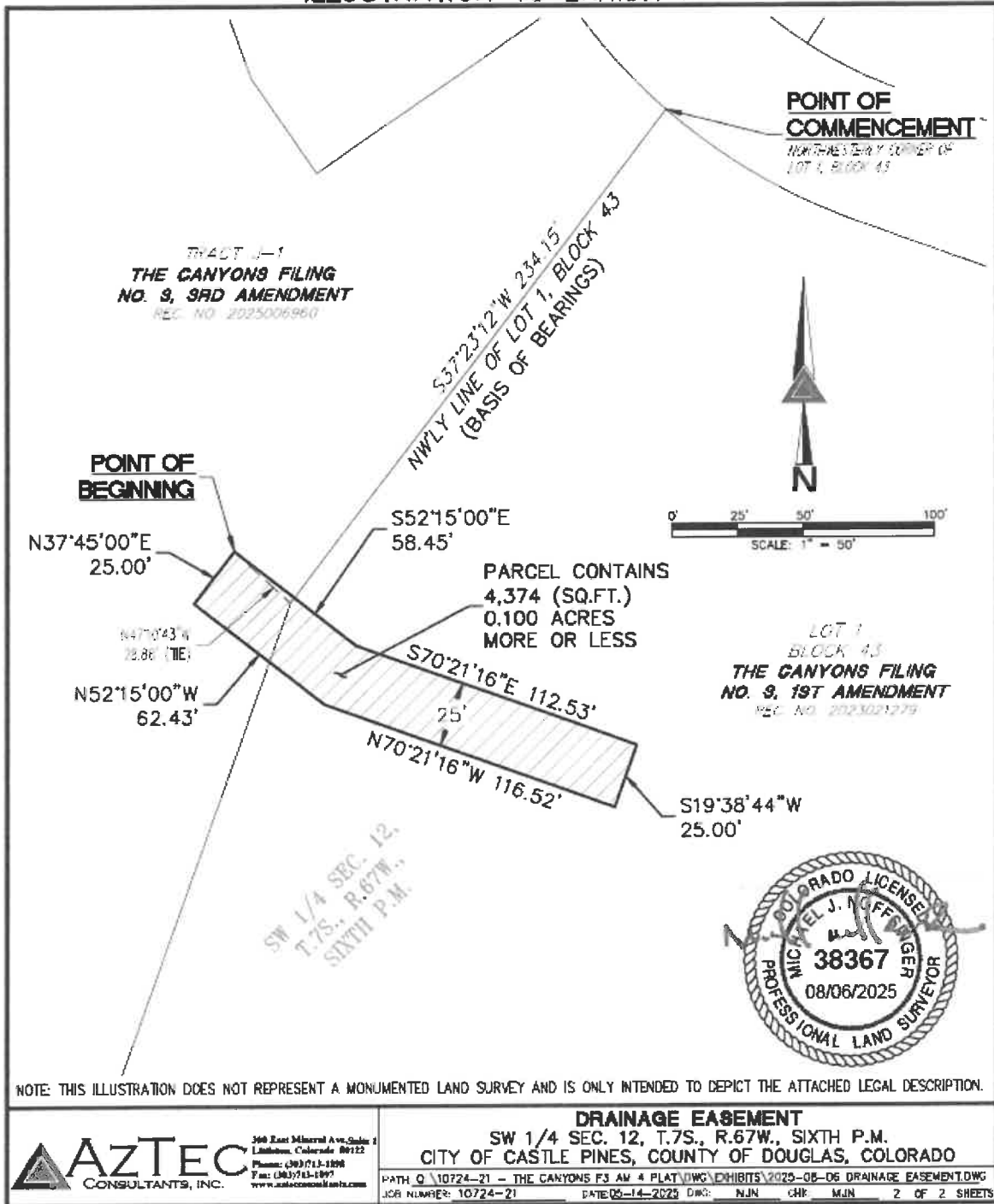
CONTAINING AN AREA OF 0.100 ACRES, (4,374 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

MICHAEL J. NOFFSINGER, PLS 38367
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



ILLUSTRATION TO EXHIBIT A











Resolution 25-39, Accepting Drainage Easement

Final Audit Report

2025-11-12

Created:	2025-09-25
By:	Katie Goins (Katie.Goins@castlepinesco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF3TjZQ7tUzaxqzbTTkrlqNPtJ5AFhqMO

"Resolution 25-39, Accepting Drainage Easement" History


-  Document created by Katie Goins (Katie.Goins@castlepinesco.gov)
2025-09-25 - 8:44:58 PM GMT
-  Document emailed to lmichow@mgmfirm.com for signature
2025-09-25 - 8:45:36 PM GMT
-  Email viewed by lmichow@mgmfirm.com
2025-10-09 - 4:27:42 PM GMT
-  Signer lmichow@mgmfirm.com entered name at signing as Linda Michow
2025-10-09 - 4:28:01 PM GMT
-  Document e-signed by Linda Michow (lmichow@mgmfirm.com)
Signature Date: 2025-10-09 - 4:28:03 PM GMT - Time Source: server
-  Document emailed to tracy.engerman@castlepinesco.gov for signature
2025-10-09 - 4:28:05 PM GMT
-  Email viewed by tracy.engerman@castlepinesco.gov
2025-11-12 - 9:53:46 PM GMT
-  Signer tracy.engerman@castlepinesco.gov entered name at signing as Tracy Engerman
2025-11-12 - 9:54:13 PM GMT
-  Document e-signed by Tracy Engerman (tracy.engerman@castlepinesco.gov)
Signature Date: 2025-11-12 - 9:54:15 PM GMT - Time Source: server
-  Document emailed to Tobi Duffey (tobi@castlepinesco.gov) for signature
2025-11-12 - 9:54:17 PM GMT



Adobe Acrobat Sign

 Email sent to Tobi Duffey (tobi@castlepinesco.gov) bounced and could not be delivered

2025-11-12 - 9:54:25 PM GMT

 Katie Goins (Katie.Goins@castlepinesco.gov) added alternate signer tobi.duffey@castlepinesco.gov. The original signer Tobi Duffey (tobi@castlepinesco.gov) can still sign.

2025-11-12 - 9:55:40 PM GMT

 Document emailed to tobi.duffey@castlepinesco.gov for signature

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 Email sent to Tobi Duffey (tobi@castlepinesco.gov) bounced and could not be delivered

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 Email viewed by tobi.duffey@castlepinesco.gov

2025-11-12 - 10:09:47 PM GMT

 Document signing delegated to Tobi Duffey (tobi@castlepinesco.gov) by tobi.duffey@castlepinesco.gov

2025-11-12 - 10:09:50 PM GMT

 Document e-signed by Tobi Duffey (tobi@castlepinesco.gov)

Signature Date: 2025-11-12 - 10:10:01 PM GMT - Time Source: server

 Agreement completed.

2025-11-12 - 10:10:01 PM GMT



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