

RESOLUTION NO. 26-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, ACCEPTING A PERMANENT DRAINAGE FACILITY AND ACCESS
EASEMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS
COUNTY, COLORADO**

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

WHEREAS, City desires to install a storm water quality drainage facility (the “Drainage Facility”) on a portion of real property west of S. Havana Street that is owned by the Board of County Commissioners of the County of Douglas, State of Colorado (the “County”); and

WHEREAS, the City also desires to construct an access road across a portion of such real property in order to access and maintain the Drainage Facility; and

WHEREAS, the City requires an easement for the purposes and in the location as more specifically described in the Permanent Drainage Facility and Access Easement Agreement attached hereto as **Exhibit 1** (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: (a) approves the Permanent Drainage Facility and Access Easement Agreement (“Easement Agreement”) substantially in the form attached hereto and incorporated herein as **Exhibit 1**; (b) accepts the easement granted to the City by the Easement Agreement; (c) authorizes the City Attorney to make non-material changes to the Easement Agreement, as necessary; (d) authorizes the Mayor and City Clerk to sign the final form of the Easement Agreement; (e) directs the City Clerk to record a fully executed copy of the Easement Agreement with the Douglas County Clerk and Recorder’s Office; and (f) authorizes and directs the City Manager or his designee to take all steps necessary to effectuate the terms of the Easement Agreement.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 4. **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 28TH DAY OF APRIL 2026.



Tracy Engerman (May 28, 2026 09:14:09 MDT)

Tracy Engerman, Mayor

ATTEST:

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

Linda Michow (Apr 29, 2026 18:46:19 MDT)

Linda C. Michow, City Attorney

EXHIBIT 1
PERMANENT DRAINAGE FACILITY AND ACCESS EASEMENT AGREEMENT

Following recordation, return to:

Dirk Zender
Douglas County Department of Public Works Engineering
100 Third Street
Castle Rock, CO 80104

PERMANENT DRAINAGE FACILITY AND ACCESS EASEMENT AGREEMENT

THIS GRANT OF EASEMENT AGREEMENT (the "Easement") is made this ____ day of _____, 2026, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantor**"), and the **CITY OF CASTLE PINES, COLORADO**, a Colorado home rule municipality, whose address is 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (hereinafter "**Grantee**"). Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, Grantee desires to install a storm water quality drainage facility (the "Drainage Facility") on a portion of real property owned by Grantor, which said real property is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, Grantee shall also need to construct an access road across a portion of the Easement Area in order to access and maintain the Drainage Facility; and

WHEREAS, Grantor is willing to grant this Easement to Grantee for the aforesaid purposes, subject to the terms and provisions herein.

AGREEMENT

NOW, THEREFORE, and in consideration of the sum of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and by these presents does hereby grant and convey to Grantee, its successors and assigns, a perpetual nonexclusive easement in, on, over, under, through and across the Easement Area, for the use and purpose of constructing, operating, maintaining and repairing the Drainage Facility, which may include, but is not limited to, detention basins, swales, forebays, water quality ponds, cut and fill slopes, culverts, channels, ditch sections, rip rap, storm sewer inlets and pipes, and any appurtenant maintenance access road (collectively the "Public Improvements"). This Easement shall be subject to the following terms and conditions:

1. Use by Grantee for Drainage Facility. Grantee shall have the full right and authority to modify slope grades within the Easement Area and install the Public Improvements above and below the ground surface within the Easement Area, as may be necessary to accommodate, use, operate, maintain and repair the Drainage Facility, at Grantee's sole discretion.

2. Use by Grantee for Access. Grantee shall have a perpetual right of access upon, over, across and through an access road within the Easement Area constructed and to be maintained by the Grantee for pedestrian and vehicular use in order to repair and maintain the Public Improvements.

3. Use by Grantor and Restrictions. Grantor retains the right to access, use and enjoy the Easement Area; provided, however, Grantor shall use reasonable efforts to accommodate and minimize any interference with the Public Improvements, and any such use and occupancy shall be consistent with and not impair any grant herein contained. Specifically, Grantor (i) shall be prohibited from constructing any structures or improvements within the Easement Area that would unreasonably interfere with the Public Improvements, unless specific written permission is obtained from the Grantee, (ii) shall be prohibited from working on, digging up or altering, in any manner, the Public Improvements within the Easement Area, unless specific written permission is obtained from Grantee and (iii) shall take no action which would impair the earth cover over, or the lateral or subjacent support for any Public Improvements or related structures within the Easement Area, unless specific written permission is obtained from the Grantee.

4. No Additional Uses. Grantee, its employees, authorized agents and contractors use of the Easement Area shall be for the sole and exclusive purpose of performing construction, maintenance and/or repair work on the Public Improvements, and this grant of easement shall not be construed as a fee dedication of the Easement Area or a grant of uses beyond those contemplated herein, and the Parties shall take whatever steps may be necessary to avoid any such additional uses.

5. Notice. Grantee shall notify Grantor orally or in writing a minimum of twenty-four (24) hours prior to entering the Easement Area to perform any construction, maintenance and/or repair activities except in case of an emergency repair or maintenance requiring immediate access to the Easement Area in which case the Grantee shall notify Grantor orally or in writing as soon as feasible.

6. Removal of Vegetation. Grantee, its authorized agents or contractors, shall have the right to remove shrubs, woody plants and nursery stock (singularly and collectively, the "Vegetation") from within the Easement Area that may interfere with the Public Improvements.

7. Repair and Restoration. Upon the completion of any work authorized by this Easement, Grantee shall restore the surface of the Easement Area and any disturbed adjacent areas (excepting that the slope grades of the Easement Area will be modified as necessary to accommodate the Drainage Facility), as nearly as reasonably possible to its original condition, which shall include contouring and stabilizing the surface of the ground, and repairing any depressions, wheel tracks, ruts or other marks left in the ground surface by truck or track-mounted

equipment. Grantee shall revegetate any disturbed areas with the seed mixture currently approved by the Douglas County Department of Public Works Engineering.

8. Removal of Equipment. Upon completion of any work authorized by this Easement, Grantee shall promptly remove all materials, debris and equipment utilized to perform the work from the Easement Area, including any construction equipment and materials staged and/or stored within the Easement Area, if any.

9. Fencing. If any permanent fencing located within and/or adjacent to the Easement Area is impacted by Grantee's activities, Grantee shall reset or replace the disturbed permanent fencing with like kind materials at its original location once construction activities are completed, or at a location to be mutually determined between the Parties if it's not possible to reset or replace the disturbed fencing at its original location.

10. Mechanic's and Materialmen's Liens. Grantee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Easement Area or on Grantor's property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to, Grantee or its agents pursuant to this Easement.

11. Compliance with Laws. Grantee shall cause all activities and work in the Easement Area to be performed in compliance with all applicable laws, rules, regulations, orders and other governmental requirements, including all stormwater management laws and regulations. Grantee acknowledges and agrees that it shall be responsible for obtaining and maintaining all necessary federal, state and local permits relating to water quality, erosion, drainage, sediment control, grading and stormwater discharge for the performance of maintenance and/or repair work.

12. Release. Grantee, for itself and those claiming through Grantee, hereby releases Grantor, its beneficiaries, and its respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, and invitees from any and all liability, loss, claims, demands, damages, penalties, fines, interest, costs, and expenses for damage that may arise from the Use of the Easement Area by Grantee and its agents.

13. Endangered Species Act. The Easement Area may contain habitat for listed "threatened" or "endangered" species under the Endangered Species Act (ESA). Grantee shall be responsible for determining the presence of such habitat and taking measures to comply with the ESA and all other applicable federal laws.

14. Environmental. Grantee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Easement Area by Grantee, its agents, employees or contractors, except those customarily used in typical amounts with regard to the equipment required to construct, maintain and repair the Public Improvements. Without limiting the foregoing, if the presence of any Hazardous Material on the Easement Area caused or permitted by Grantee results in any contamination of the Easement Area, Grantee shall promptly take all actions, at no expense to Grantor, as are necessary to return the Easement Area to the condition existing prior to the introduction of any such Hazardous Material to the Easement Area, provided that Grantor's approval of such actions shall first be obtained, which approval shall not be

unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Easement Area. As used in this Easement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Colorado or the United States.

15. Warranties and Disclaimers. Grantor makes no warranties or representations with respect to the Easement Area, including, without limitation, the condition and state of repair of the Easement Area, the suitability of the Easement Area for Grantee's intended use, or with respect to any rights which other parties may have, or claim to have, to enter upon the Easement Area by reason of access easements granted by Grantor or otherwise.

16. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Severability. In the event any of the provisions of this Easement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Easement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

c. Entire Agreement. This Easement sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

d. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, is solely for the benefit of Grantor and Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor and Grantee.

e. Amendment. Any amendment shall be in writing and signed by both Parties.

f. No Waiver of Governmental Immunity. The Parties, their commissioners, council members, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

g. Appropriations. Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purpose of this Easement, pursuant to § 29-1-110, C.R.S., as amended.

h. Venue. Venue for any action hereunder shall be in the district court of the County of Douglas, State of Colorado.

GRANTOR:

**BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS, STATE OF COLORADO**

Attest:

By: _____
GEORGE TEAL, Chair

By: _____
Hayley Hall,
Deputy Clerk to the Board

S E A L

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Gerge Teal as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Hayley Hall as Deputy Clerk to the Board.

Witness my hand and official seal

S E A L

Notary Public

My commission expires: _____