

RESOLUTION NO. 26-35

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, APPROVING AN
EASEMENT AGREEMENT WITH
CASTLE PINES NORTH METROPOLITAN DISTRICT FOR AN
UNDERGROUND SEWER MAIN**

WHEREAS, the City of Castle Pines ("City") is authorized pursuant to C.R.S. § 31-15-101(1)(d) and Section 1.3 of the City Home Rule Charter to acquire and dispose of real property; and

WHEREAS, the City owns certain real property known as Tract B-1, Lagae Ranch Filing 1, 1st Amendment, County of Douglas, State of Colorado (the "Subject Property"), as more particularly described in the Easement Agreement attached hereto as **Exhibit 1** ("Easement Agreement"); and

WHEREAS, the City desires to grant a nonexclusive easement, the size and location thereof being as described in the Easement Agreement, upon, over, under, across, and through the Easement Area (as described in Exhibit A to the Easement Agreement) located within the Subject Property to Castle Pines North Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Grantee"), for the purposes as stated in the Easement Agreement (the "Easement"); and

WHEREAS, the City Council desires to approve the Easement Agreement and grant the Easement to Grantee; and

WHEREAS, the City Council further desires to authorize the Mayor to execute the Easement Agreement on behalf of the City when in final form.

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

Section 1. The Recitals stated above are hereby adopted as if set forth herein for all purposes.

Section 2. The City Council hereby: (a) grants the Easement to Grantee; (b) approves the Easement Agreement with Grantee in substantially the form attached hereto as **Exhibit 1**; (c) authorizes the City Attorney to make such changes as may be necessary to correct any non-material errors or language in the Easement Agreement that do not substantially increase the obligations of the City; and (d) authorizes the Mayor and City Clerk to execute the Easement Agreement when in final form.

Section 3. The City Council hereby directs the City Clerk to record the Easement Agreement with the Office of the Clerk and Recorder of the County of Douglas, State of Colorado, following its mutual execution by the City and Grantee.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 5. This Resolution shall take effect immediately 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 6 IN FAVOR, 0 AGAINST AND 1 ABSENT ON THIS 9TH DAY OF JUNE, 2026.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman

Tracy Engerman (Jun 18, 2026 14:05:04 MDT)

Tracy Engerman, Mayor

APPROVED AS TO FORM (excluding Exhibits):

Linda Michow

Linda Michow (Jun 10, 2026 14:33:32 MDT)

Linda C. Michow, City Attorney

EXHIBIT 1
EASEMENT AGREEMENT

(see attached document)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered as of the ____ day of _____, 2026, by and between the CITY OF CASTLE PINES, a Colorado home rule municipal corporation (“**Grantor**”), whose address is 7437 Village Square Drive, Ste. 200, Castle Pines, CO 80108, and the CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), whose address is 7404 Yorkshire Drive, Castle Pines, CO 80108. Grantor and the District may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Grantor owns certain real property located in Douglas County, Colorado, more particularly described as Tract B-1, Lagae Ranch Filing 1, 1st Amendment, County of Douglas, State of Colorado (the “**Property**”), as shown on the plat thereof recorded at Reception No. 2017072361 in the office of the Clerk and Recorder of Douglas County, Colorado; and

WHEREAS, District intends to construct and install, or to cause the construction and installation of, a sewer main and related appurtenances and infrastructure to be owned, operated, maintained, repaired, and replaced by the District, as more particularly shown on the plans described in **Exhibit B** attached hereto and incorporated herein by this reference (collectively, hereafter referred to as the “**Improvements**”), within a certain portion of the Property, as more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Easement Area**”); and

WHEREAS, Grantor is willing to grant a nonexclusive 50-foot wide easement to the District in the Easement Area solely for the aforesaid purposes, subject to the terms and provisions set forth in this Easement Agreement.

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are acknowledged, and for the mutual covenants contained herein, Grantor grants to the District, and the District accepts, the easement rights described below.

AGREEMENT

1. Grant of Nonexclusive Easement

1.1 **Grant.** Grantor hereby grants and conveys to the District, and the District accepts, a nonexclusive 50-foot wide easement upon, over, under, across, and through the Easement Area solely for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and removing the Improvements, together with such incidental rights as are expressly stated in this Easement Agreement (the “**Easement**”).

1.2 **No Expansion of Use.** The Easement may not be used for any purpose other than the purposes expressly stated in Section 1.1 without Grantor's prior written consent, which Grantor may grant, condition, or withhold in its reasonable discretion. Without limiting the foregoing, the Easement does not authorize the District to install, operate, maintain, repair, replace, or remove any additional utility line, facility, structure, equipment, or improvement not included within the Improvements unless approved in writing by Grantor.

1.3 **Nonexclusive Character.** The Easement is nonexclusive. Grantor reserves all rights in and to the Property and the Easement Area not expressly granted to the District, including the rights described in Section 3.

2. Easement Area; Exhibits; Conflicts

2.1 **Easement Area.** The Easement shall be limited strictly to the Easement Area described and depicted in Exhibit A. The District shall not materially burden any portion of the Property outside the Easement Area except as expressly permitted under Section 4.

2.2 **Exhibits Required Before Recording.** This Easement Agreement shall not be recorded unless and until the final legal description and diagram of the Easement Area are attached as Exhibit A and the applicable plans or as-built drawings for the Improvements are attached or identified in Exhibit B.

2.3 **Conflict.** If there is any conflict between the text of this Easement Agreement and any exhibit, the text of this Easement Agreement shall control, except that the legal description in Exhibit A shall control the location of the Easement Area.

3. Grantor's Reserved Rights

3.1 **General Reservation.** Except as expressly limited by Section 3.2 below, the Grantor reserves all rights to use the surface of the Easement Area without obtaining prior approval of the District, including, without limitation, to improve, maintain, repair, replace, access, landscape, pave, drain, cross, develop, redevelop, and otherwise enjoy the Property and the Easement Area for any lawful purpose that does not materially interfere with the District's rights expressly granted under this Easement Agreement

3.2 **Limitation on Buildings and Structures.** Grantor shall not construct or place any new structure or building, whether temporary or permanent, on any part of the Easement Area, that materially interferes with the use of the Easement Area by the District for the stated or intended purpose herein without obtaining prior written approval of the District, which written approval of the District shall not be unreasonably withheld, conditioned, or delayed. The District shall provide a written response within fifteen (15) business days after receipt of Grantor's written request and reasonably sufficient plans or information. If

the District denies approval, it shall specify in reasonable detail the technical basis for the denial and any reasonable modifications that would resolve the denial.

3.3 Removal by District. Any structure or building of Grantor placed upon or within the Easement Area that reasonably constitutes a material interference with the District's use of the Easement Area for the purposes expressly provided for in this Easement Agreement may be removed by the District after it provides written notice and a thirty (30) day opportunity to cure to the City and the City fails to cure or respond to the notice within thirty (30) days from the City's receipt of the District's written notice.

4. Ingress and Egress

4.1 Limited Access Right. The District shall have the right of ingress and egress to and from the Easement Area from the public right-of-way only to the extent reasonably necessary to access the Easement Area for the purposes expressly permitted by this Easement Agreement. Notwithstanding the foregoing, the District shall provide advance notice and a traffic control plan to the Grantor, for advance approval, of any work performed by the District in the Easement Area that may block or disrupt traffic in the public right-of-way, including any sidewalk adjacent thereto.

4.2 Minimization of Interference. The District shall conduct all access and work in a manner that minimizes interference with the public's use of the rights-of-way, sidewalks, and any other utilities and drainage.

5. District Covenants; Work Standards; Restoration

5.1 Workmanlike Performance. The District, and its employees, agents, contractors, subcontractors, successors, and permitted assigns, shall perform all work on or affecting the Easement Area, Property, and public rights-of-way adjacent thereto, in a good, safe, lien-free, and workmanlike manner, in compliance with all applicable laws, permits, approvals, safety requirements, and industry standards.

5.2 Protection of Property. The District shall protect the Easement Area, Property, and public rights-of-way adjacent thereto used or affected by the District from damage caused in whole or in part by the acts or omissions of the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns.

5.3 Restoration. The District shall promptly clean, cure, repair, restore, and correct any damage to the Easement Area, Property, and public rights-of-way adjacent thereto caused in whole or in part by the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns, including damage to pavement, curbs, gutters, sidewalks, streets, access improvements, utilities, drainage facilities, landscaping,

irrigation, structures, fixtures, and other improvements. Restoration shall be to substantially the same or better condition as existed before the damage.

5.4 Debris and Materials. The District shall keep the Property reasonably clean and clear of equipment, vehicles, building materials, spoils, dirt, debris, and similar materials during and after any work. The District shall not store materials or equipment on the Property except as reasonably necessary for ongoing work and only for the minimum time reasonably necessary.

5.5 Failure to Restore. If the District fails to clean, cure, repair, restore, or correct damage within fourteen (14) days after written notice from Grantor, or within such shorter period as is reasonably required in an emergency or to prevent continuing damage, Grantor may perform such work and the District shall reimburse Grantor for its actual costs within thirty (30) days after receipt of an invoice and reasonable supporting documentation.

5.6 Emergency Self-Help. Notwithstanding Section 5.5, Grantor may take immediate action without prior notice to the District if it is reasonably necessary to prevent imminent injury, material property damage, material interference with access, rights-of-way, or utilities, violation of law, or interruption of Grantor's operations on the surface of the Easement Area or Property. The District shall reimburse Grantor for reasonable costs to the extent the condition was caused in whole or in part by the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns.

6. Removal of Grantor Improvements

6.1 No Removal Without Notice. The District shall not remove, alter, relocate, or damage any improvement, fixture, landscaping, irrigation, pavement, utility, drainage facility, or other property located within or near the Easement Area without giving notice to the Grantor per Section 3.3.

6.2 Emergency Exception. In an emergency, the District may take such action as is reasonably necessary to protect persons, property, or the Improvements, provided that the District shall give Grantor notice as soon as reasonably practicable and shall restore any affected portion of the Property in accordance with Section 5.

6.3 Liability Preserved. Nothing in this Easement Agreement releases the District from liability for negligence, willful misconduct, failure to comply with this Easement Agreement, unnecessary damage, or damage caused by the District's employees, agents, contractors, subcontractors, successors, or permitted assigns.

7. Hazardous Materials; Environmental Compliance

7.1 **Prohibited Releases.** The District shall not cause or permit any Hazardous Materials to be dumped, spilled, released, discharged, emitted, stored, disposed of, or deposited on, over, under, or from the Easement Area or any other portion of the Property.

7.2 **Definition.** “**Hazardous Materials**” means hazardous substances, pollutants, contaminants, hazardous wastes, petroleum products, asbestos, urea formaldehyde, toxic pollutants, and any other substance regulated under applicable federal, state, or local environmental, health, or safety laws.

7.3 **Use of Materials.** Any Hazardous Materials used by the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns in connection with the Improvements shall be used, handled, stored, transported, and disposed of in compliance with all applicable laws and in a manner that prevents contamination of the Easement Area, Property, and rights-of-way adjacent thereto.

7.4 **Notice and Remediation.** The District shall promptly notify Grantor of any spill, release, threatened release, or environmental condition caused or discovered by the District on or affecting the Property. The District shall promptly investigate, remediate, remove, and restore any such condition caused in whole or in part by the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns, in compliance with applicable law and to Grantor’s reasonable satisfaction.

7.5 **Survival.** The obligations in this Section 7 shall survive termination of this Easement Agreement as to conditions arising under or out of the purpose of the Easement.

8. Insurance; Liens; Indemnity

8.1 **Insurance.** Before commencing any non-routine work on the Property, the District shall require its contractors and subcontractors performing such work to maintain commercially reasonable insurance, including commercial general liability, automobile liability, workers’ compensation, and employer’s liability insurance. Upon Grantor’s written request, the District shall provide certificates of insurance or require its contractors to provide certificates of insurance evidencing such coverage.

8.2 **Indemnity.** To the extent permitted by law, the District shall indemnify, defend, and hold harmless Grantor and Grantor’s successors, assigns, members, managers, partners, shareholders, officers, directors, employees, agents, lenders, tenants, and invitees from and against claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, arising out of or relating to: (a) the District’s exercise of rights under this Easement Agreement; (b) injury to or death of persons or damage to property caused in whole or in part by the District or its employees, agents, contractors,

subcontractors, successors, or permitted assigns; (c) any Hazardous Materials condition caused in whole or in part by the District or its employees, agents, contractors, subcontractors, successors, or permitted assigns; (d) any lien arising from work performed by or for the District; or (e) the District's breach of this Easement Agreement.

8.3 Public Entity Limitations. Nothing in this Easement Agreement shall be construed as a waiver by the District or the Grantor of any immunity, limitation, or protection available to it under applicable law, including the Colorado Governmental Immunity Act, if applicable.

9. Relocation and Modification of Improvements

9.1 Grantor Relocation Right. Grantor may require relocation, lowering, raising, encasement, protection, or other modification of the Improvements if reasonably necessary or desirable to accommodate the use, development, redevelopment, construction, or operation of the Property or any improvements, provided that the modified Improvements will continue to provide substantially equivalent utility function and service.

9.2 Plans and Approval. Before commencing any relocation or modification under Section 9.1, plans and specifications shall be submitted to the District for review and approval. The District shall not unreasonably withhold, condition, or delay approval if the proposed work: (a) is designed by a qualified professional, if professional design is appropriate for the work; (b) complies with applicable law and District technical standards that are generally applicable to similar facilities; (c) does not materially impair the utility function of the Improvements; and (d) includes reasonable measures to avoid or minimize service interruption.

9.3 Response Period. The District shall approve or provide specific written objections to submitted plans within twenty (20) business days after receipt. If the District objects, it shall identify the specific technical basis for its objection and the reasonable modifications required to obtain approval.

9.4 Costs. Unless otherwise agreed in writing, Grantor shall bear the reasonable cost of any relocation or modification requested solely by Grantor under Section 9.1. The District shall bear costs arising from District-requested upgrades, betterments, capacity increases, changes in District standards not required for Grantor's proposed work, or relocation or modification required by the District's acts or omissions.

9.5 Cooperation. The District shall reasonably cooperate with Grantor in connection with any relocation or modification, including review of plans, coordination of service interruptions, inspections, acceptance of completed work, execution of documents reasonably necessary to amend or replace the legal description of the Easement Area, and recording of any necessary amendment or release.

10. Subjacent and Lateral Support

10.1 **Reasonably Necessary Support.** The District shall have the right of subjacent and lateral support only to the extent reasonably necessary for the safe operation, maintenance, repair, and replacement of the Improvements as originally installed or relocated in accordance with this Easement Agreement.

10.2 **Grantor Activities.** Grantor shall not knowingly perform work that materially impairs the subjacent or lateral support reasonably necessary for the Improvements. Grantor may perform grading, excavation, construction, utility, drainage, and development work in or near the Easement Area if such work is designed and performed in a manner that does not materially impair the Improvements.

10.3 **Coordination.** Upon either Party's reasonable request, the Parties shall coordinate in good faith regarding construction methods, protection measures, and engineering requirements relating to subjacent or lateral support.

11. Assignment

11.1 **Permitted Assignment.** The District may assign this Easement Agreement only to a local governmental entity, special district, or other public utility provider that assumes responsibility for ownership, operation, maintenance, repair, replacement, and removal of the Improvements and only if the assignment does not expand the scope, duration, location, or burden of the Easement.

11.2 **Notice and Assumption.** No assignment shall be effective unless: (a) the District gives Grantor at least thirty (30) days' prior written notice of the proposed assignment; (b) the assignee executes a written assumption of all District obligations under this Easement Agreement arising from and after the effective date of assignment; and (c) the assignment and assumption are recorded in the real property records of Douglas County, Colorado.

11.3 **No Release for Prior Matters.** Assignment shall not release the District from liability for obligations, breaches, damage, or conditions arising before the effective date of assignment unless Grantor expressly agrees in writing.

12. Termination; Abandonment; Release

12.1 **Termination Events.** The Easement shall terminate upon the first to occur of the following:

(a) the District records a written release or quitclaim deed terminating the Easement;

(b) the Improvements are permanently removed from the Easement Area and no replacement Improvements are installed within three hundred sixty-five (365) days after removal;

(c) the District permanently ceases using the Easement Area for the purposes stated in this Easement Agreement and such nonuse continues for a period of two (2) consecutive years;

(d) the District provides written notice to Grantor that the Easement or the Improvements have been abandoned; or

(e) the Parties execute and record a written termination agreement.

12.2 Release Instrument. Within thirty (30) days after termination, the District shall execute, acknowledge, and deliver to Grantor a quitclaim deed, release, or other recordable instrument reasonably requested by Grantor to evidence termination of the Easement.

12.3 Failure to Execute Release. If the District fails to execute a required release within thirty (30) days after written request from Grantor following a termination event, Grantor may pursue all remedies available at law or in equity, including specific performance and recovery of reasonable attorneys' fees and costs to the extent permitted by law.

12.4 Surviving Obligations. Termination shall not release either Party from obligations or liabilities that accrued before termination, including restoration, reimbursement, indemnity, environmental, and lien obligations.

13. No Warranty of Title; Grant Limited to Grantor's Actual Interest

13.1 Grantor makes no representation, warranty, or covenant, express or implied, regarding Grantor's right, title, or interest in or to the Property, the Easement Area, or the Easement granted herein, including any warranty of title, authority, quiet enjoyment, or right to convey. This Easement Agreement grants and conveys to the District only such easement rights, if any, as Grantor has the actual legal ability to grant and convey as of the effective date of this Easement Agreement, and no more. The District accepts the Easement subject to all matters of record, all matters that would be disclosed by an accurate survey or physical inspection of the Property, all applicable laws, ordinances, rules, and regulations, and all rights, interests, claims, encumbrances, and defects, whether known or unknown. Grantor shall have no obligation to defend, indemnify, or hold harmless the District with respect to any title matter, defect, lack of authority, competing interest, encumbrance, or challenge to the Easement or to Grantor's right or ability to grant the Easement.

14. Covenants Running With the Land

14.1 **Running Covenants.** The rights and obligations set forth in this Easement Agreement are intended to run with the Easement Area and the Property and shall bind and benefit the Parties and their respective successors and permitted assigns, until the Easement is terminated in accordance with this Easement Agreement.

14.2 **No Enlargement by Implication.** No rights shall be implied in favor of the District by reason of the running covenant nature of this Easement Agreement. The District's rights are limited to those expressly granted herein.

15. Notices

15.1 **Method.** Any notice under this Easement Agreement shall be in writing and shall be delivered personally, by nationally recognized overnight courier, or by certified mail. A courtesy copy of the notice may be delivered to any e-mail address provided below or by future request. Delivery by e-mail does not constitute delivery of notice under this Easement Agreement.

15.2 **Addresses.** Notices shall be sent to the addresses stated below, or to such other address as a Party may designate by notice:

If to Grantor:

City of Castle Pines
Attention: City Manager
7437 Village Square Drive, Ste. 200
Castle Pines, CO 80108

Email: michael.penny@castlepinesco.gov

With copy to:

City of Castle Pines
Attention: City Attorney
7437 Village Square Drive, Ste. 200
Castle Pines, CO 80108

Email: LMichow@mgmfirm.com

If to the District:

Castle Pines North Metropolitan District
Attention: District Attorney
7404 Yorkshire Drive
Castle Pines, Colorado 80108

Email: ppolito@svwpc.com

15.3 Effective Date of Notice. Notice shall be deemed given upon actual delivery, refusal of delivery, or the date delivery is first attempted by certified mail or overnight courier, as applicable.

16. Default; Remedies

16.1 Default. A Party shall be in default if it fails to perform any material obligation under this Easement Agreement and fails to cure such failure within thirty (30) days after written notice from the non-defaulting Party; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, no default shall occur so long as the defaulting Party begins cure within such thirty (30) day period and diligently pursues cure to completion.

16.2 Emergency Relief. The notice and cure period in Section 16.1 shall not limit a Party's right to seek immediate injunctive relief or take emergency action where reasonably necessary to prevent imminent injury, material property damage, interruption of utility service, or violation of law.

16.3 Remedies Cumulative. All rights and remedies under this Easement Agreement are cumulative and may be exercised concurrently or separately, subject to applicable law.

16.4 Attorneys' Fees. In any action or proceeding to enforce this Easement Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs to the extent permitted by law.

17. Recording; Further Assurances

17.1 Recording. After execution by both Parties and attachment of all required exhibits, the District shall record this Easement Agreement in the real property records of Douglas County, Colorado, at the District's expense. The District shall provide Grantor with a copy of the recorded Easement Agreement promptly after recording.

17.2 Further Assurances. Each Party shall execute and deliver such additional documents and instruments as are reasonably necessary to carry out the purposes of this Easement Agreement, including amendments to reflect approved relocation of the Easement Area or termination of the Easement.

18. Miscellaneous

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

18.2 Entire Agreement. This Easement Agreement, including its exhibits, contains the entire agreement of the Parties regarding the Easement and supersedes all prior negotiations, understandings, and agreements regarding the Easement.

18.3 **Amendment.** This Easement Agreement may be amended only by a written instrument executed by both Parties and recorded in the real property records of Douglas County, Colorado.

18.4 **Severability.** If any provision of this Easement Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

18.5 **No Third-Party Beneficiaries.** Except for successors and permitted assigns expressly bound or benefited by this Easement Agreement, there are no third-party beneficiaries of this Easement Agreement.

18.6 **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

18.7 **Construction.** This Easement Agreement shall be construed according to its fair meaning and not for or against either Party by reason of authorship.

18.8 **Headings.** Headings are for convenience only and shall not affect interpretation.

{Signature pages follow.}

IN WITNESS WHEREOF, Grantor has executed this Easement Agreement as of the date first written above.

GRANTOR:

City of Castle Pines, a Colorado home rule municipality

By: _____
Tracy Engerman, Mayor

ATTEST:

Tobi Duffey, MCM, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Tracy Engerman, as Mayor, and Tobi Duffey, as City Clerk, of the City of Castle Pines, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED AND AGREED:

CASTLE PINES NORTH METROPOLITAN DISTRICT,

a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Name: _____

Title: President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, as President of Castle Pines North Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Easement Area

A 50' NON-EXCLUSIVE SANITARY EASEMENT BEING A PART OF TRACT B-1, LAGAE RANCH FILING 1, 1ST AMENDMENT, A SUBDIVISION PLAT RECORDED IN THE OFFICES OF THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2017072361, LOCATED IN THE SW 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY MOST CORNER OF LOT 12 LAGAE RANCH FILING 1, FINAL PLAT RECORDED AT RECEPTION NO. 2008082081 (FROM WHICH THE EASTERLY MOST CORNER IS ASSUMED TO BEAR S65°43'55"E WHICH IS THE BASIS OF BEARINGS FOR ALL BEARINGS STATED HEREIN); THENCE N25°50'43"E, A DISTANCE OF 1.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N65°43'55"W, A DISTANCE OF 36.40 FEET TO THE EASTERLY ROW LINE OF MIRA VISTA LANE;
THENCE N30°14'53"E ALONG SAID EASTERLY ROW LINE, A DISTANCE OF 28.72 FEET;
THENCE NORTHEASTERLY ALONG SAID EASTERLY ROW LINE AND ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST (SAID CURVE HAVING A RADIUS OF 237.00 FEET, A DELTA ANGLE OF 5°14'35", A CHORD BEARING N32°52'11"E 21.68 FEET), AN ARC LENGTH OF 21.69 FEET;
THENCE S65°43'55"E, A DISTANCE OF 144.61 FEET TO THE WESTERLY ROW LINE OF HYLAND HILLS STREET;
THENCE S23°34'46"W ALONG SAID WESTERLY ROW LINE, A DISTANCE OF 36.88 FEET;
THENCE SOUTHWESTERLY ALONG SAID WESTERLY ROW LINE AND ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST (SAID CURVE HAVING A RADIUS OF 1175.00 FEET, A DELTA ANGLE OF 0°38'24", A CHORD BEARING S23°53'58"W 13.12 FEET), AN ARC LENGTH OF 13.12 FEET;
THENCE N65°43'55"W, A DISTANCE OF 114.97 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,419 SQ. FT. (0.1703 ACRE) MORE OR LESS.

ALL LINEAL DISTANCE ARE REPRESENTED IN U.S. SURVEY FEET.

PREPARED BY:
ROBERT J. RUBINO
PLS 14142
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, CO 80301

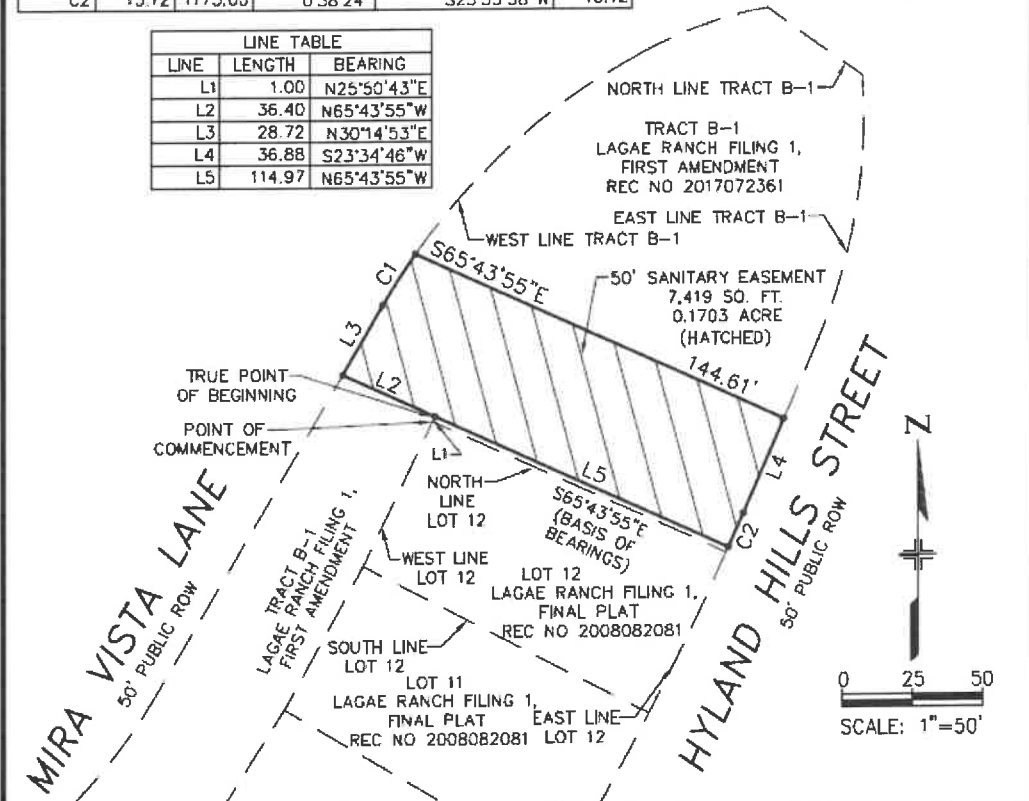


ILLUSTRATION FOR
EXHIBIT A
 (SHEET 1 OF 1)

OWNER:
 CITY OF CASTLE PINES
 7437 VILLAGE SQUARE DR STE 200
 CASTLE PINES, CO 80108

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	21.69	237.00	5°14'35"	N32°52'11"E	21.68
C2	13.12	1175.00	0°38'24"	S23°53'58"W	13.12

LINE TABLE		
LINE	LENGTH	BEARING
L1	1.00	N25°50'43"E
L2	36.40	N65°43'55"W
L3	28.72	N30°14'53"E
L4	36.88	S23°34'46"W
L5	114.97	N65°43'55"W



BEARINGS ARE BASED ON THE NORTH LINE OF LOT 12 LAGAE RANCH FILING 1, FINAL PLAT ASSUMED TO BEAR S65°43'55"E.
 THE ABOVE DESCRIBED PARCEL CONTAINS 7,419 SQUARE FEET (0.1703 ACRE) MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CASTLE PINES METRO DISTRICT

DRAWN BY: MC	SCALE: 1"=50'	R.O.W. FILE NUMBER
CHECKED BY: RR	DATE: 05/05/2026	JOB NUMBER: 25183

50' SANITARY EASEMENT
 LOCATED IN THE SW1/4 OF SECTION 3, T7S, R67W OF THE
 6TH P.M., CITY OF CASTLE PINES, COUNTY OF DOUGLAS,
 STATE OF COLORADO AND BEING PART OF TRACT B-1,
 LAGAE RANCH FILING 1, 1ST AMENDMENT REC NO.
 2017072361.

Construction Plans for the Improvements

