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DOUGLAS COUNTY
CLERK AND RECORDER
301 WILCOX ST.
CASTLE ROCK, CO 80104

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RECORDING LABEL

FILL IN DOCUMENT TITLE BELOW

Easement

RIGHT-OF-WAY ACCESS AND LANDSCAPE EASEMENT AGREEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from THE CITY OF LONE TREE, COLORADO, a home-rule municipal corporation, whose address is 9777 S. Yosemite Street, Suite 100, Lone Tree, Colorado 80124 (the "Grantee"), in consideration of which Grantor hereby grants unto Grantee, its successors and assigns, subject to the terms of this Right of Way Access and Landscape Easement Agreement (the "Agreement") a perpetual, non-exclusive easement (the "Easement") for the purposes set forth below, in, to, through, over and across certain real property located in the City of Lone Tree, County of Douglas, State of Colorado, which property (the "Easement Area") is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

The Easement is granted subject to the following terms:

1. Background and Assumption. The Easement Area is currently subject to a Right of Way Agreement in favor of the Southgate Water District recorded on July 28, 1976 in Book 293, Page 5 in the official records of Douglas County, Colorado (the "Records") for purposes relating to water pipelines and underground and surface appurtenances thereto, as well as a related Agreement by and between Southgate Water District and the City and County of Denver recorded in the Records on December 6, 1984 at Book 551 Page 11 (together, the "Water Easement Agreements"). The Water Easement Agreements shall not be affected by this Agreement, except that any and all obligations and requirements of the Grantor under the Water Easement Agreements are hereby assumed by Grantee, and Grantee shall be solely responsible for such obligations. A small portion of the Easement Area along the southeast corner is also subject to an Access Easement Agreement in favor of Taos of Lone Tree Homeowner's Association, recorded in the Records on June 10, 1997 at Reception No. 9731108 (the "Road Easement Agreement") and a road has been constructed on the property directly to the south of the Easement Area, including a portion of the land covered by the Road Easement Agreement (the "Road"). The Road provides access from South Yosemite Street to the Taos Condominiums and Grantee desires to widen and extend the Road. Grantee acknowledges that the Road does not benefit Grantor or provide access to Grantor's property. Grantee hereby expressly assumes all obligations of the Grantor or its successors or assigns under the Road Easement Agreement.

2. Purpose and Limitation of Grant. The Easement Area is made up of two distinct areas, the Road Easement Area and the Water Easement Area, as each is defined below, and the easements granted under this Agreement are granted for different purposes for each such area. Grantor hereby creates and grants a perpetual, non-exclusive easement over, across, under and through the portion of the Easement Area underlying the Road together with the area described on Exhibit B and related improvements, as they currently exist or are subsequently altered or improved (the "Road Easement Area") for vehicular and pedestrian access, ingress and egress by the general public, for the installation, maintenance, repair and replacement of the Road and related improvements, and any other public access not inconsistent with the terms of this Agreement. Grantor hereby creates and grants a perpetual non-exclusive easement over, across, under and through all portions of the Easement Area other than the Road Easement Area (the

“Water Easement Area”) for purposes consistent with the Water Easement Agreements and for landscaping, and not for vehicular and pedestrian access. In no event shall Grantee cause or permit any use of the Easement Area that would constitute a nuisance or be unreasonably disruptive to the Grantor or to the Grantor’s tenants or residents of the property adjacent to the Easement Area.

3. No Obstructions. Grantor reserves the right to use the Easement Area for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger Grantee’s use thereof. However, in no event shall Grantor barricade, blockade or otherwise impede the access granted herein or erect or cause to be erected any buildings or structures upon the Easement Area or to locate any mobile home or trailer units thereon or construct any 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 Easement Area.

4. Maintenance and Responsibilities. Grantee shall be responsible for and shall have the duty of maintaining, repairing and keeping the Easement Area in good condition and state of repair, in compliance with all applicable laws, rules and regulations, orders and ordinances, all at its sole cost and expense. Grantee’s “Maintenance Obligations” shall include, without limitation, the following: (a) regular removal all papers, debris, garbage, filth and refuse from the Easement Area; (b) reasonable maintenance all paved surfaces of the Road Easement Area in a smooth and evenly covered condition; (c) installation and maintenance of lighting, snow removal and other safety measures, as reasonably determined by Grantee; and (d) maintenance of landscaping in the Water Easement Area in a manner consistent with and at a quality and condition at least equivalent to the landscaping of open spaces on the property adjacent to the Easement Area. The Road has been or shall be dedicated as a public road. In no event shall Grantor be liable for any liability, damage, injury to persons or property, cost or expense relating to the Easement or arising out of or relating to any activity or occurrence related to the Easement that occurs within the Easement Area. Grantee shall not cause or permit any mechanic’s liens or other liens or encumbrances to be filed or recorded against the Easement Area.

5. Insurance. Grantee shall maintain insurance covering the Easement Area consistent with insurance generally carried by Grantee for property owned by Grantee, which shall include (at a minimum and without limitation) coverages for property, general liability, automobile physical damage and liability, and public officials liability. If Grantee hires or otherwise causes any other person or entity to perform work on the Easement Area (a “Contractor”), Grantee shall require such Contractor to maintain insurance covering the Easement Area and the use of the easement. The policies to be carried pursuant to this Paragraph 5 by Grantee and by any Contractor, shall: (i) name Grantor as an additional insured; and (ii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Grantor.

GRANTOR:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, for the benefit of its separate Real Estate Account, a New York Corporation

By: [Signature]
Name: JAMES P. SAROFALO
Title: Assistant Secretary

STATE OF New York)
COUNTY OF New York) ss.

The foregoing instrument was acknowledged before me this 22 day of August 2005 by James P. Sarofalo as Director of Teachers Insurance and Annuity Association of America, a New York Corporation

JUDITH M. MONAHAN
Notary Public, State of N.Y.
No. 01M08001475

My commission expires: Commission Expires 1/12/2006

Witness my hand and official seal.
[Signature]

Notary Public

GRANTEE:

CITY OF LONE TREE COLORADO

By: [Signature]
Name: _____
Title: _____

STATE OF Colorado)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 17th day of October, 2005
by John R. O'Boyle as Mayor of the City of Lone Tree, Colorado.

My commission expires: 10-04-06

Witness my hand and official seal.

Chris Liley Hudler

Notary Public

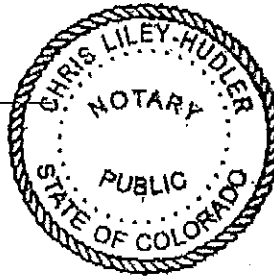


EXHIBIT A

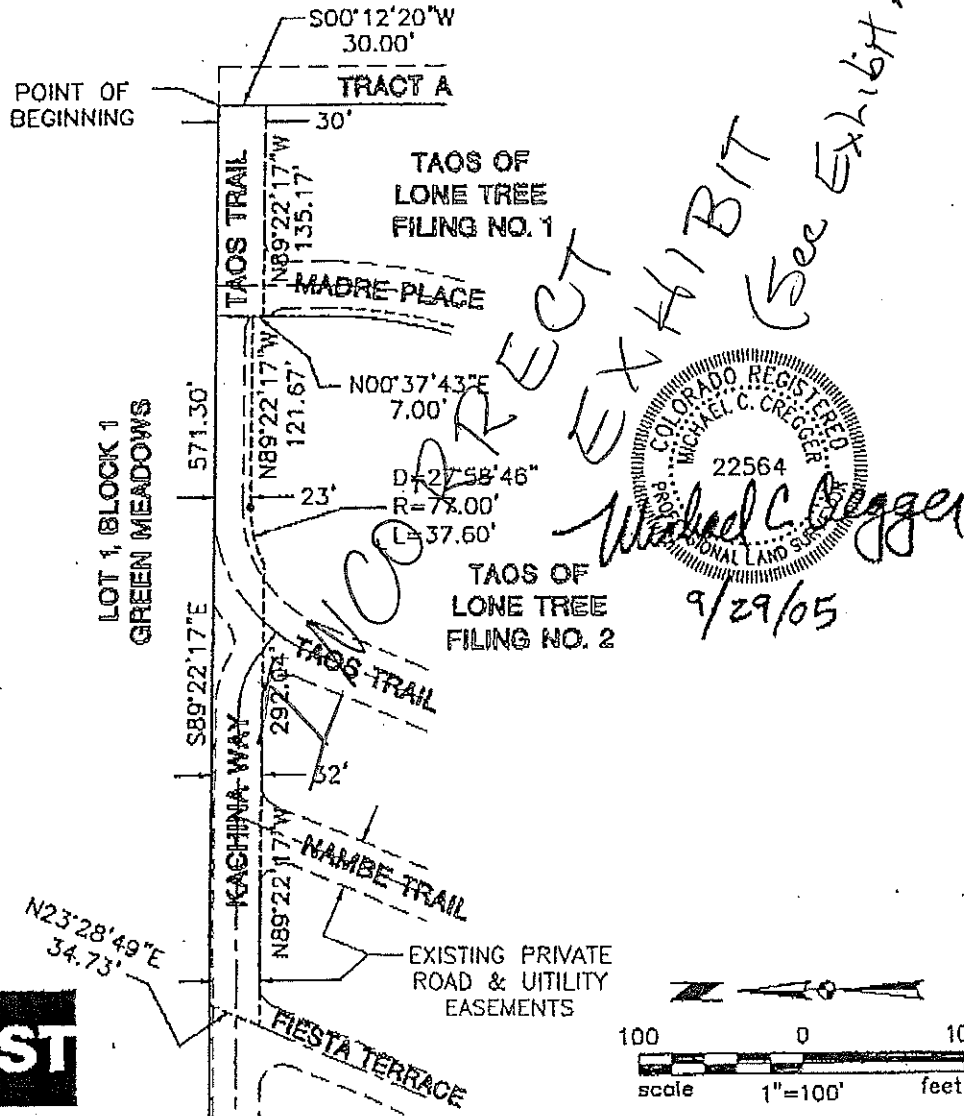
Legal Description

The South 50.00 feet of Lot 1, Block 1 of Green Meadows, according to the recorded plat thereof, Douglas County, Colorado.

EXHIBIT B
Area Description

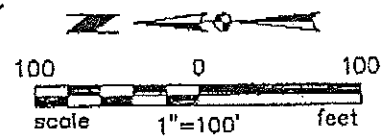
EXHIBIT A PUBLIC RIGHT-OF-WAY TAOS OF LONE TREE FILINGS NO. 1 AND NO. 2, CITY OF LONE TREE, DOUGLAS COUNTY, COLORADO

SOUTH YOSEMITE STREET



TST INC. OF DENVER
Consulting Engineers

FILE NAME: TAOS-ROW-EXHIBIT



SHEET 1 OF 2
PROJ. NO. 061-000

EXHIBIT A PUBLIC RIGHT-OF-WAY TAOS OF LONE TREE FILINGS NO. 1 AND NO. 2, CITY OF LONE TREE, DOUGLAS COUNTY, COLORADO

LEGAL DESCRIPTION - PUBLIC RIGHT-OF-WAY

A PORTION OF TAOS OF LONE TREE FILINGS NO. 1 AND NO. 2, ACCORDING TO THE RECORDED PLATS THEREOF, CITY OF LONE TREE, DOUGLAS COUNTY, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A OF SAID TAOS OF LONE TREE FILING NO. 1, AND CONSIDERING THE NORTH LINE OF SAID TAOS OF LONE TREE FILING NO. 1 TO BEAR NORTH 89°22'17"WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG THE WEST LINE OF SAID TRACT A, SOUTH 00°12'20"WEST, 30.00 FEET TO THE SOUTH LINE OF TAOS TRAIL, AS PLATTED IN SAID FILING NO. 1; THENCE ALONG SAID SOUTH LINE, NORTH 89°22'17"WEST, 135.17 FEET TO THE EAST LINE OF SAID FILING NO. 2; THENCE ALONG SAID EAST LINE, NORTH 00°37'43"EAST, 7.00 FEET; THENCE DEPARTING SAID EAST LINE, NORTH 89°22'17"WEST, 121.67 FEET; THENCE ALONG A CURVE TO LEFT HAVING A DELTA OF 27°58'46", A RADIUS OF 77.08 FEET, AND AN ARC OF 37.60 FEET TO A LINE WHICH IS 32.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID FILING NO. 2; THENCE ALONG SAID PARALLEL LINE, NORTH 89°22'17"WEST; 292.04 FEET TO THE CENTERLINE OF FIESTA TERRACE, AS PLATTED IN SAID FILING NO. 2; THENCE ALONG SAID CENTERLINE AND IT'S NORTHEASTERLY EXTENSION, NORTH 23°28'49"EAST, 34.73 FEET TO THE NORTH LINE OF SAID TAOS OF LONE TREE FILING NO. 2; THENCE ALONG SAID NORTH LINE, SOUTH 89°22'17"EAST, 571.30 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 16,916 SQUARE FEET, (0.39 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.

9/29/05
DATE

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



TST INC. OF DENVER
Consulting Engineers

SHEET 2 OF 2
PROJ. NO. 051-000