

EASEMENT AGREEMENT
PUBLIC USE, DRAINAGE AND MAINTENANCE

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, a political subdivision and public corporation of the State of Colorado (the "Grantor"), hereby quit claims to the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o RS Wells, LLC, 8390 East Crescent Parkway, Suite 500, Greenwood Village, CO 80111 (the "District"), its successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") for public use and the right to enter upon the real property more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Premises"), as well as to construct, reconstruct, operate, maintain, repair, replace and/or remove certain drainage improvements in, to, through, over, under and across the Premises. Such Easement is granted by the Grantor and is accepted by the District pursuant to the following terms and conditions:

1. The District, its agents, successors and permitted assigns, together with the general public, including the Grantor, shall have and exercise the right of perpetual ingress and egress on the Premises for any purpose consistent with the rights and privileges granted herein or necessary for the full enjoyment of the rights and use associated herewith.

2. This Easement is granted to the District with the understanding that the District, its agents, successors and assigns, may grant a license for the public to have and exercise the right of perpetual ingress and egress on the Premises in its use as a regional trail, parking lots, access driveway, picnic tables and pavilion, trash receptacles, bike rack, signage, and access to the Improvements (as hereinafter defined).

3. The District, its agents, contractors, successors and assigns, shall have and exercise the right of perpetual ingress and egress in, to, through, over, under and across the Premises 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, including, but not limited to construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements (as hereinafter defined).

4. The Improvements shall include, but not be limited to a regional trail, parking lots, access driveway, picnic tables and pavilion, trash receptacles, bike rack, signage; and drainage improvements including but not limited to storm drainage pipes, culverts, manholes, inlets, fittings, flared end sections, storm water detention and water quality capture facilities, inlet and outlet structures, sediment basins, fore-bays, micro-pools, channels, drop structures, rip-rap, and all storm sewer related improvements, and appurtenances thereto (collectively, the "Improvements").

5. The District acknowledges that the Grantor has existing, and will in the future have additional underground infrastructure, including water pipes, wells, sewer pipes, storm pipes, and appurtenances located on and under the Premises (collectively, the "Grantor's Improvements"). The District consents to the Grantor disturbing the Improvements in the event of operation, maintenance, construction, repair, replacement and/or removal of Grantor's Improvements; provided however, that except in an emergency, the Grantor agrees to consult and coordinate with the District prior to any such activity and to attempt to minimize disturbances to the Improvements and the District's use and enjoyment of the Premises. The District further acknowledges that the Grantor may relocate its Braun Well and appurtenances. The District agrees that the Grantor shall not be restricted from relocating the Braun Well or appurtenances anywhere within the Premises; provided however, that the Grantor agrees to consult and coordinate with the District prior to any such relocation, if practical.

6. The District shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements. In addition, the District shall have the right to use so much of the adjoining property of the Grantor, its successors or assigns, 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, its successors' or assigns' use and enjoyment of such adjoining property. The adjoining property shall include all real property owned by the Grantor within twenty (20) feet of the Premises. The District and its permitted assignees and licensees shall repair any damage caused to the Premises, any adjoining property and the improvements thereon, as well as remove any machinery, equipment and tools within thirty (30) days of completion of any such project under this Easement. The completion date of a project shall be determined by the District, in its reasonable discretion. Further, the District and its permitted assignees and licensees shall be liable for any injury to person or damage to property, to the extent

arising out of the District's, its permitted assignee's or licensee's use of the Easement.

7. 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 by and between the Grantor and the District that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any Grantor Improvements and any existing and future improvements on the Premises and on property adjoining the Premises. It is specifically agreed by and between the Grantor and the District that, except as provided in this Easement, the District shall not take any action which would impair the lateral or subjacent support for such Grantor Improvements and any existing and future improvement on the Premises and on property adjoining the Premises. This Paragraph is not intended to prohibit the development of any private property located adjacent to the Premises.

8. The District, its successors and permitted assigns shall have the right and authority to assign to Arapahoe County, Arapahoe County Park and Recreation District or the City of Centennial any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the District herein. In addition, the District shall have the right and authority to grant temporary construction easements, perpetual public access and maintenance easements or license agreements upon the Premises to Arapahoe County, Arapahoe County Park and Recreation District or the City of Centennial for purposes authorized herein with respect to the Improvements.

9. The District agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by the District and any permitted assignee, the Easement will automatically terminate and be of no further force or effect, and the real property interest represented by the Easement will revert to the Grantor, or its successors and/or assigns, as applicable. If the Easement is abandoned, Grantor may require the District, at District expense, to remove some or all of the Improvements and restore the Premises to a natural condition reasonably approved by the Grantor.

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

assigns of the Grantor and the District.

11. The Grantor, its successors and assigns, reserve the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the District, its successors and permitted assigns, as described herein.

12. The rights and responsibilities set forth in this Easement are intended to be covenants on the Premises and are to run with the land.

13. This Easement shall be recorded in the real property records of Arapahoe County, Colorado.

14. Nothing herein shall be construed as a waiver of the rights and privileges of the District or of the Grantor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended.

15. To the extent allowed by law, the District shall defend, indemnify and hold harmless Grantor from and against any and all claims or liability arising from District's negligence or willful and wanton misconduct for District's activities conducted on the Easement.

16. The District, successors and permitted assigns, agree to either self insure in accordance with statutory or charter requirements or to keep in force at all times during the term of the Easement, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by the Grantor covering all operations hereunder, including the following minimum amounts:

Commercial General Public Liability and Property Damage Insurance:

Bodily Injury or Death	\$1,000,000 per occurrence
Property Damage	\$1,000,000 general aggregate (coverage at least as broad as ISO form CB 0001 1/96)

All insurance carried hereunder must be rated at least A VIII by A.M. Best Company, or equal.

17. Grantor reserves an easement on, over, under, and across the Premises for all purposes permitted to the District under this Easement.

18. The District shall use good faith efforts to maintain its Improvements to the reasonable satisfaction of Grantor. The District shall promptly cover or remove graffiti, stickers, etching, or other evidence of vandalism from its Improvements and any Grantor Improvements within 48 hours of its discovery unless otherwise directed by a law enforcement agency. The

District shall promptly remove any trash, rubbish, or debris placed on the Premises by the District or the public and shall regularly empty any trash receptacles placed on the Premises by the District. The Improvements placed on the Premises by the District for use by the public shall conform to nationally recognized design standards for such improvements and shall be of equal or better quality than similar improvements installed in public parks of Arapahoe County or the City of Centennial.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement on this 13th day of January ~~2009~~ ²⁰¹⁰.

GRANTOR:

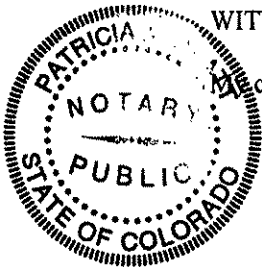
ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY, a political
subdivision and public corporation of the State of
Colorado

Doyle Tinkey
By: Doyle Tinkey
Its: Vice President

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13th day of January, ~~2009~~ ²⁰¹⁰,
by Doyle Tinkey, as Vice President of Arapahoe County Water and Wastewater Authority,
a political subdivision and public corporation of the State of Colorado.

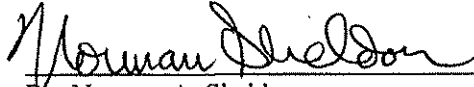
WITNESS my hand and official seal.



My commission expires: 11-30-2013
Patricia A. [unclear]
Notary Public

DISTRICT:

PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado




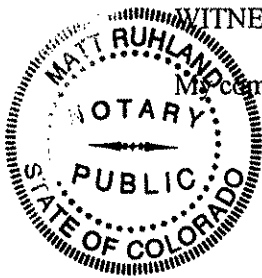
By: Norman A. Sheldon
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Crapahoe)

The foregoing instrument was acknowledged before me this 17th day of December, 2009, by Norman A. Sheldon, as President of the Parker Jordan Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/13/2012



Notary Public

EXHIBIT A
The Premises

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 32 BEARS SOUTH 89°48'52" WEST A DISTANCE OF 2545.12 FEET SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE SOUTH 70°42'01" WEST A DISTANCE OF 1879.27 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BRONCOS PARKWAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT A, RIVER RUN 11, AS RECORDED IN THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE UNDER BOOK 177, PAGES 55-63, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1. THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 1080.00 FEET, A CENTRAL ANGLE OF 08°18'14", A CHORD WHICH BEARS SOUTH 62°52'40" EAST, A CHORD LENGTH OF 157.84 FEET AND AN ARC LENGTH OF 157.97 FEET) TO A POINT OF TANGENCY;

2. THENCE SOUTH 58°43'33" EAST, A DISTANCE OF 176.18 FEET, TO A POINT OF CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 09°20'20", A CHORD WHICH BEARS SOUTH 63°23'43" EAST, A CHORD LENGTH OF 131.88 FEET, AND AN ARC LENGTH OF 132.03 FEET), TO A POINT OF NON-TANGENT CURVE;

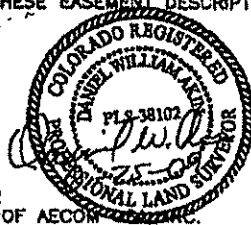
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 13°57'13", A CHORD WHICH BEARS SOUTH 18°45'41" WEST, A CHORD LENGTH OF 52.23 FEET, AND AN ARC LENGTH OF 52.36 FEET), TO A POINT ON THE SOUTHERLY BOUNDARY OF TRACT A;

THENCE ALONG THE BOUNDARY OF SAID TRACT A THE FOLLOWING THREE (3) COURSES:
1. THENCE SOUTH 89°48'52" WEST, A DISTANCE OF 184.22 FEET, TO A POINT OF NON-TANGENT CURVATURE;
2. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 16°47'58", A CHORD WHICH BEARS NORTH 44°49'08" WEST, A CHORD LENGTH OF 37.98 FEET AND AN ARC LENGTH OF 38.12 FEET);
3. THENCE NORTH 38°25'09" WEST, A DISTANCE OF 305.19 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38,005 SQUARE FEET (0.872 ACRES), MORE OR LESS.

SURVEYOR'S STATEMENT

I, DANIEL WILLIAM AKIN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE THAT THESE EASEMENT DESCRIPTIONS WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE.



DANIEL WILLIAM AKIN
COLORADO PLS 38102
FOR AND ON BEHALF OF AECOM

REVISIONS	DATE
ARC LENGTH ADDED	6-25-2009
TRACT A RIVER RUN II BOOK 177, PAGES 55-63	
AECOM	
AECOM USA, INC. 5575 DTC PARKWAY, SUITE 200 GREENWOOD VILLAGE, CO. 80111 T 303.858.0404 F 303.858.0608 WWW.AECOM.COM	
2-03-2009	Project No. 60052175
	Exhibit

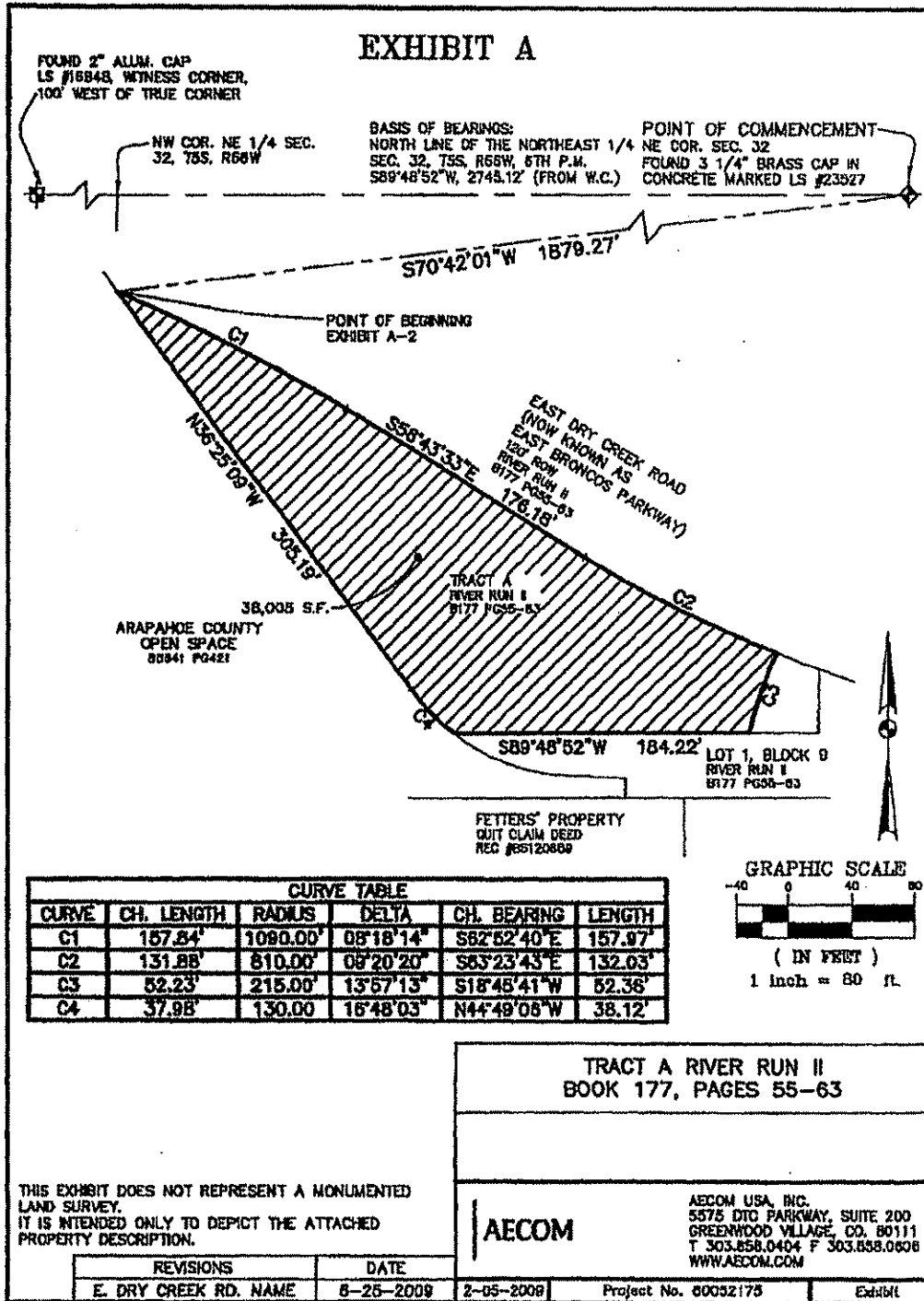
EXHIBIT A

FOUND 2" ALUM. CAP
LS #18848, WITNESS CORNER,
100' WEST OF TRUE CORNER

NW COR. NE 1/4 SEC.
32, T5S, R66W

BASIS OF BEARINGS:
NORTH LINE OF THE NORTHEAST 1/4
SEC. 32, T5S, R66W, 6TH P.M.
S89°48'52"W, 2748.12' (FROM W.C.)

POINT OF COMMENCEMENT
NE COR. SEC. 32
FOUND 3 1/4" BRASS CAP IN
CONCRETE MARKED LS #23827

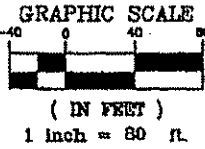


ARAPAHOE COUNTY
OPEN SPACE
80841 PG421

TRACT A
RIVER RUN I
B177 PG55-63

LOT 1, BLOCK 9
RIVER RUN I
B177 PG58-63

FETTERS' PROPERTY
QUIT CLAIM DEED
REC #55120809



CURVE TABLE					
CURVE	CH. LENGTH	RADIUS	DELTA	CH. BEARING	LENGTH
C1	157.84'	1090.00'	08°18'14"	S82°52'40"E	157.97'
C2	131.88'	810.00'	09°20'20"	S63°23'43"E	132.03'
C3	52.23'	215.00'	13°57'15"	S18°45'41"W	52.36'
C4	37.98'	130.00'	16°48'03"	N44°49'06"W	38.12'

TRACT A RIVER RUN II
BOOK 177, PAGES 55-63

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED
LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED
PROPERTY DESCRIPTION.

AECOM

AECOM USA, INC.
5575 DTC PARKWAY, SUITE 200
GREENWOOD VILLAGE, CO. 80111
T 303.858.0404 F 303.858.0608
WWW.AECOM.COM

REVISIONS	DATE		Project No.	Exhibit
E. DRY CREEK RD. NAME	8-25-2009	2-05-2008	60032175	