

PARTIAL ASSIGNMENT OF RIGHTS UNDER EASEMENT AND RIGHT-OF-WAY
AGREEMENT

THIS PARTIAL ASSIGNMENT OF RIGHTS UNDER EASEMENT AND RIGHT-OF-WAY AGREEMENT (the "Assignment") is made and entered into this 19th day of September, 2012, by and between ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, a quasi-municipal corporation of the State of Colorado and successor in interest to the Arapahoe Water and Sanitation District ("Assignor") and PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Assignee"), each singularly referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

A. WHEREAS, by that certain Easement and Right-of-Way Agreement recorded November 8, 1984 at Reception No. 2470461 in the Office of the Clerk and Recorder of Arapahoe County (the "Easement and Right-of-Way Agreement"), Assignor acquired an easement to construct, operate, repair and maintain underground water and/or sewer lines in, on, over, under, and through a portion of a tract of land (the "Easement") more particularly described in Exhibit A, which is attached hereto and incorporated herein.

B. WHEREAS, Assignee proposes to construct an underground water line in the Easement. Assignor has agreed to partially assign its rights in the Easement to Assignee in accordance with the terms and limitations of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to Assignor in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PARTIAL ASSIGNMENT.** Assignor assigns, transfers and conveys to Assignee, its successors and assigns, the perpetual right, privilege and non-exclusive easement of right-of-way over, under, upon, and across that portion of the Easement extending 1,700 lineal feet in a southerly direction from the southern boundary of the right-of-way of Bronco Parkway, as shown on Exhibit B, which is attached hereto and incorporated herein. Assignee may use the the assigned easement rights to construct, reconstruct, operate, use, maintain, repair, and/or replace an underground water line for the transportation and distribution of water, and all related and improvements and appurtenances thereto (the "Parker Jordan Water Line").
2. **RETENTION OF RIGHTS.** Assignor retains all rights to the Easement; provided, however, that Assignor shall not materially interfere with Assignee's use and enjoyment of the Parker Jordan Water Line.
3. **OWNERSHIP AND ENLARGEMENT.** The Parker Jordan Water Line shall become the property of Assignor upon installation in the Easement. Assignor may, from time to time, at its sole option and expense, replace and enlarge the size of the

Parker Jordan Water Line; provided, however, that such enlargement does not interfere with Assignee's use and enjoyment of the Parker Jordan Water Line or any replacement line.

4. **MAINTENANCE.** Notwithstanding the transfer of ownership of the Parker Jordan Water Line, as provided by paragraph 3, Assignee shall have (a) the duty to inspect, repair, and maintain the Parker Jordan Water Line, (b) the right to reconstruct, improve, and relocate on the Easement the Parker Jordan Water Line, and (c) the right to make such changes, alterations, substitutions, additions to or extensions of the Parker Jordan Water Line as the Assignee may from time to time elect, in its sole and subjective discretion. However, that Assignee shall not damage Assignor's facilities located within, or materially interfere with Assignor's use and enjoyment of the Easement.
5. **INDEMNIFICATION.** Assignee shall comply with all terms, conditions, and limitations in the Easement and Right-of-Way Agreement, except to the extent that such terms, conditions, and limitations are waived by the owner of the burdened property. To the extent authorized by law, Assignee shall indemnify, defend, and hold harmless Assignor, its successors and assigns, from all claims, costs, expenses (including reasonable attorneys' fees), losses, damages, injuries and liabilities (collectively "Claims") arising out of, or in connection with, Assignee's construction on, use, or maintenance of the Easement to the extent such Claims (including reasonable attorneys' fees), are caused by the acts of neglect of Assignee or its invitees, agents or contractors on the Easement from and after the execution hereof, and except to the extent such Claims arise from any willful or grossly negligent act or omission of Assignor or its invitees, agents or contractors.
6. **BINDING EFFECT.** This Assignment shall inure to the benefit of and shall be binding upon Assignor and Assignee and their respective successors and assigns.
7. **NO THIRD PARTY BENEFICIARIES.** This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a Party to this Assignment.
8. **ENTIRE AGREEMENT.** This Assignment contains the complete and entire agreement between the Parties respecting negotiations, agreements, representations and understandings, if any, between the Parties respecting such matters.
9. **COUNTERPART EXECUTION.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
10. **SEVERABILITY.** If any provision of this Assignment is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Assignment, and the remaining portions of this Assignment shall be carried out with the same force as if the severed portions had not been part of this

Assignment, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Assignment.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date first above written.

ASSIGNOR:

ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, a quasi-municipal corporation of the State of Colorado and successor in interest to the Arapahoe Water and Sanitation District

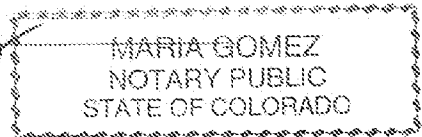
By: [Signature]
Name: Gary Atkin
Title: General Manager

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19th day of September, 2012, by Gary Atkin, as Gen. Mgr. of Arapahoe County Water and Wastewater Authority, a quasi-municipal corporation of the State of Colorado and successor in interest to the Arapahoe Water and Sanitation District.

Witness my hand and official seal.

My commission expires: 1-9-15
[Signature]
Notary Public



My Commission Expires 01/09/2015

ASSIGNEE:

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

By: Norman Sheldon
Name: _____
Title: _____

STATE OF COLORADO)

COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 18th day of September, 2012, by Norman Sheldon, as President of 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: 7-28-2015

Sandra Brandenburger
Notary Public



My Commission Expires 7-28-2015

EXHIBIT A

A tract of land 60.00 feet in width situated in the E1/2 of Section 32, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, being 20.00 feet Westerly and Southerly of and 40.00 feet Easterly and Northerly of the following described line:

Commencing at the N1/4 corner of said Section 32;

Thence S 0° 28' 54" E, along the North-South centerline of said Section 32, a distance of 928.82 feet;

Thence N 88° 37' 16" E, parallel with the North line of the NE1/4 of said Section 32, a distance of 1226.57 feet to the TRUE POINT OF BEGINNING;

Thence S 1° 20' 24" E, a distance of 759.67 feet;

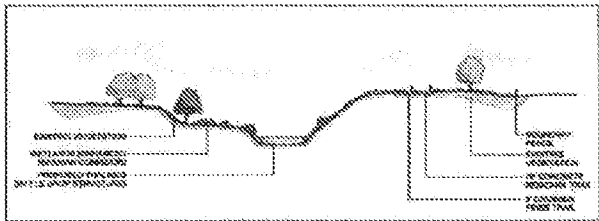
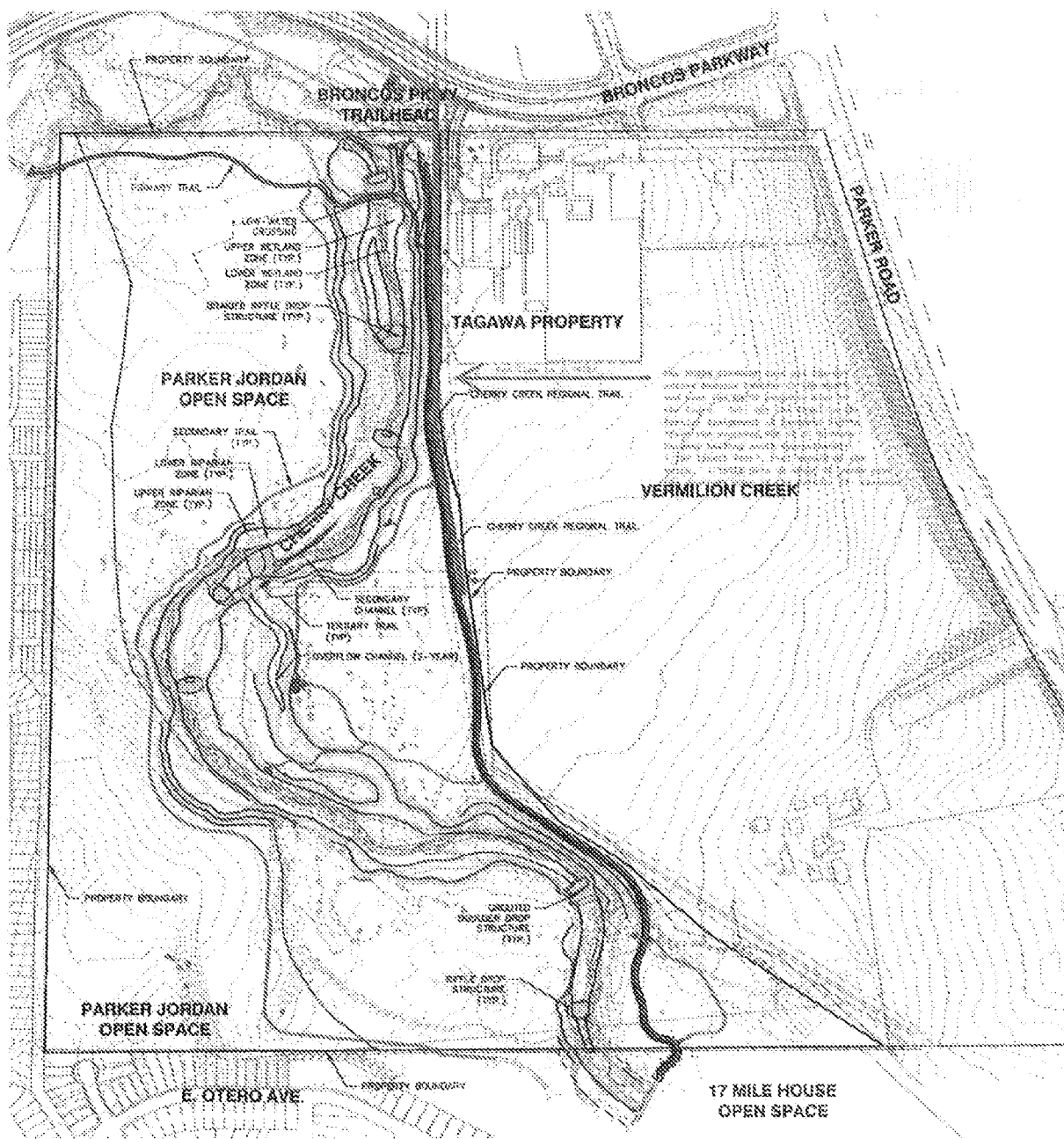
Thence S 5° 44' 00" E, a distance of 686.74 feet;

Thence S 9° 23' 57" E, a distance of 659.64 feet;

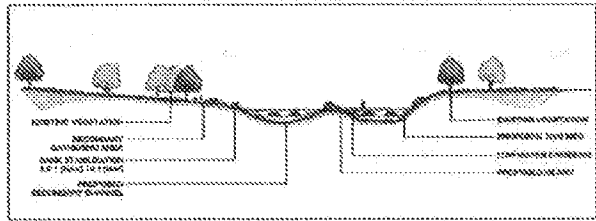
Thence S 58° 32' 22" E, a distance of 1648.10 feet;

Thence S 44° 21' 28" E, a distance of 51.27 feet to the South line of the N1/2 of the SW1/4 of said Section 33 to the POINT OF TERMINATION.

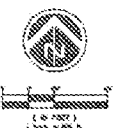
The side lines being shortened or lengthened to begin at the South line of that tract of land as described in Book 3927, Page 22, of the official records of Arapahoe County, Colorado, and terminate at the South line of the N1/2 of the SW1/4 of said Section 33.



TYPICAL CHANNEL CROSS-SECTION



TYPICAL BRAIDED CHANNEL CROSS-SECTION



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Corporation Inc.
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