



ProTerra Properties, LLC

1864 Woodmoor Dr. Suite 100
Monument, CO 80132

August 5, 2019

Robin Kerns, City Planner
Community Development Department
City of Commerce City
7887 East 60th Avenue
Commerce City, CO 80022

RE: Buffalo Run MU-1 Easement Vacation

Dear Mr. Kearns:

ProTerra Properties, the developer of Buffalo Run MU-1, Amendment No 2, is respectfully requesting the City of Commerce City vacate the Temporary Construction Easement as shown on the attached subdivision plat. The origin of the Temporary Construction Easement is the attached grant of easement document.

The temporary construction easement was provided to the City for the purpose of installing utilities along Chambers Road nearly 20 years ago. The “permanent” portion of the attached easement may have been assigned to the GID, and ultimately may have been assigned to the South Adams County Water and Sanitation District (SACWSD) according to the original document. The attached email correspondence from SACWSD indicates they have no further need for the temporary construction easement in question.

Please find the attached quit claim deed to facilitate releasing the area encumbered by the temporary construction easement to the current owner of the property, Buffalo Run Residences LLC. Thank you for your assistance in making Commerce City a great place to live, work and play!

Sincerely
ProTerra Properties, LLC

Joe DesJardin, Director of Projects



FINAL PLAT BUFFALO RUN MU-1, AMENDMENT NO. 1

A REPLAT OF BUFFALO RUN MU-1
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO

PURPOSE STATEMENT

THIS REPLAT HAS BEEN PREPARED TO DELETE ALL PREVIOUS PUBLIC ACCESS EASEMENTS ACROSS THE SUBJECT PROPERTY AND TO DEDICATE NEW PUBLIC ACCESS EASEMENTS ACROSS THE SAME.

LEGAL DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BUFFALO RUN HOLDINGS, LLC, BEING THE OWNER OF BUFFALO RUN MU-1, A PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

LOT 1, BLOCK 1, BUFFALO RUN MU-1 AS PLATTED IN THE RECORDS OF ADAMS COUNTY, COLORADO IN FILE 18, MAP 926.

CONTAINING AN AREA AS DESCRIBED OF 755,281 SQUARE FEET, OR 17.339 ACRES, MORE OR LESS.

HAS LAID OUT AND PLATTED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "BUFFALO RUN MU-1, AMENDMENT NO. 1," AND DO HEREBY GRANT TO THE CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, ALL EASEMENTS AS SHOWN OR NOTED ON THE PLAT FOR PUBLIC AND MUNICIPAL USES AND FOR USE BY FRANCHISEES OF THE CITY AND FOR USE BY PUBLIC AND PRIVATE UTILITIES AS DETERMINED BY THE CITY OF COMMERCE CITY.

ALL PUBLIC ACCESS EASEMENT CREATED BY THE FINAL PLAT FOR BUFFALO RUN MU-1 ARE HEREBY VACATED.

EXACTED THIS 1st DAY OF May, A.D. 2006

OWNER

BUFFALO RUN HOLDINGS, LLC

BY: DONALD EGAN,

STATE OF COLORADO

COUNTY OF Hempden } SS

THE FOREGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF May, 2006

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANNE-MARIE R. THIRET
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 02/09/2009

LENDER

HORIZON BANKS

BY: Cory R. Wagner 5/1/06
CORY R. WAGNER DATE

STATE OF COLORADO

COUNTY OF Hempden } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF May, 2006 BY CORY R. WAGNER OF HORIZON BANKS.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANNE-MARIE R. THIRET
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 02/09/2009

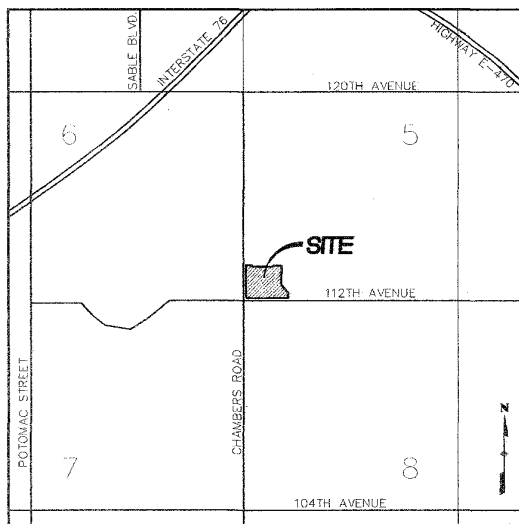
GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-6-508, C.R.S.

2. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREIN.

ACCORDING TO C.R.S. 38-51-105 THE OWNER/SUBDIVIDER IS RESPONSIBLE FOR ALL INTERNAL MONUMENTATION OF LOTS, BLOCKS, AND CENTERLINES AS SPECIFIED BY COLORADO LAW AND CITY REGULATIONS.

3. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 5 MONUMENTED AT THE WEST 1/4 CORNER BY A 2" ALUMINUM CAP IN A 2-1/2" PIPE, L.S. 3008, 2000 (IN RANGE BOX) AND THE SOUTHWEST CORNER BY A 3-1/4" ALUMINUM CAP L.S. 16837 (IN RANGE BOX). SAID LINE BEARS N00°30'03"W PER THE FINAL PLAT FOR THE VILLAGES AT BUFFALO RUN EAST, FILING NO. 2, PREPARED BY PARAGON ENGINEERING CONSULTANTS, INC., DATED 10/18/2002.



VICINITY MAP
SCALE: 1"=2000'

GENERAL NOTES (CONTINUED)

4. NO PORTION OF THIS SITE, BUFFALO RUN MU-1, AMENDMENT NO. 1, IS LOCATED WITHIN A 100-YEAR FLOODPLAIN AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 08001C 0075G, DATED AUGUST 16, 1995.

5. NO BUILDING OR STRUCTURE WILL BE CONSTRUCTED IN THE DETENTION AREA AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE CITY.

6. NOTICE IS HEREBY GIVEN:

1. ANY CONSTRUCTION ACROSS EXISTING SUBDIVISION LOT LINE IS IN VIOLATION OF THE SUBDIVISION REGULATIONS OF THE CITY, EXCEPT AS HEREIN AUTHORIZED.
2. ANY DIVISION OF AN EXISTING LOT, OR CONVEYANCE OF A PART OF AN EXISTING SUBDIVISION LOT, IS IN VIOLATION OF THIS ARTICLE UNLESS (1) APPROVED BY THE CITY OF COMMERCE CITY; OR (2) IS EXCEPTED FROM THE DEFINITION OF "SUBDIVISION" AS PROVIDED BY THE SUBDIVISION REGULATIONS.

7. THE STORMWATER DETENTION AREA SHOWN HEREON SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS, AND ASSIGNS. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID OWNER, THE CITY OF COMMERCE CITY SHALL HAVE THE RIGHT TO ENTER SUCH AREA AND PERFORM THE NECESSARY WORK, THE COST OF WHICH, SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.

8. A NON-EXCLUSIVE EASEMENT OVER, UNDER, THROUGH, AND ACROSS LOT 1, BLOCK 1, ATTACHED HERETO AND MADE A PART HEREOF, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF GAS, ELECTRIC SERVICE LINES, MAINS AND DISTRIBUTION SYSTEMS AS WELL AS TELEPHONE, CABLE TELEVISION, AND THEIR COMMUNICATION LINES AND APPURTENANCES THERETO, AS MAY BE NECESSARY TO PROVIDE SUCH SERVICES WITHIN THIS DEVELOPMENT OR PROPERTY CONTIGUOUS THERETO, EXCEPTING BUILDING ENVELOPES, AND WATER AND SANITARY SEWER EASEMENTS.

9. THE PUBLIC ACCESS EASEMENT SHALL BE CONSTRUCTED, OWNED AND MAINTAINED BY THE PROPERTY OWNER AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS, AND ASSIGNS. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID OWNER, THE CITY OF COMMERCE CITY SHALL HAVE THE RIGHT TO ENTER SUCH AREA AND PERFORM THE NECESSARY WORK, THE COST OF WHICH, SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.

INDEX OF SHEETS

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SURVEYOR'S CERTIFICATE

I, JAMES T. JONES, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREBEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

JAMES T. JONES, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 19605
FOR AND ON BEHALF OF JONES ENGINEERING ASSOCIATES, INC.

DATE

CITY STAFF CERTIFICATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF COMMERCE CITY THIS 12th DAY OF May, A.D. 2006

CITY ENGINEER

APPROVED BY THE DIRECTOR, DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES OF THE CITY OF COMMERCE CITY THIS 15th DAY OF May, A.D. 2006

DIRECTOR, DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT SERVICES

CERTIFICATE OF CLERK AND RECORDER

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT 10:15 A.M. ON THE 22nd DAY OF May, 2006 A.D.

BY: Stephanie Reyes
DEPUTY

CLERK AND RECORDER

INSTRUMENT NO. 2006052000521840

FINAL PLAT
BUFFALO RUN MU-1, AMENDMENT NO. 1
JOB NO. 3494
DATE: MARCH 1, 2006
SHEET 1 OF 2

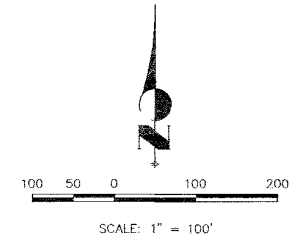
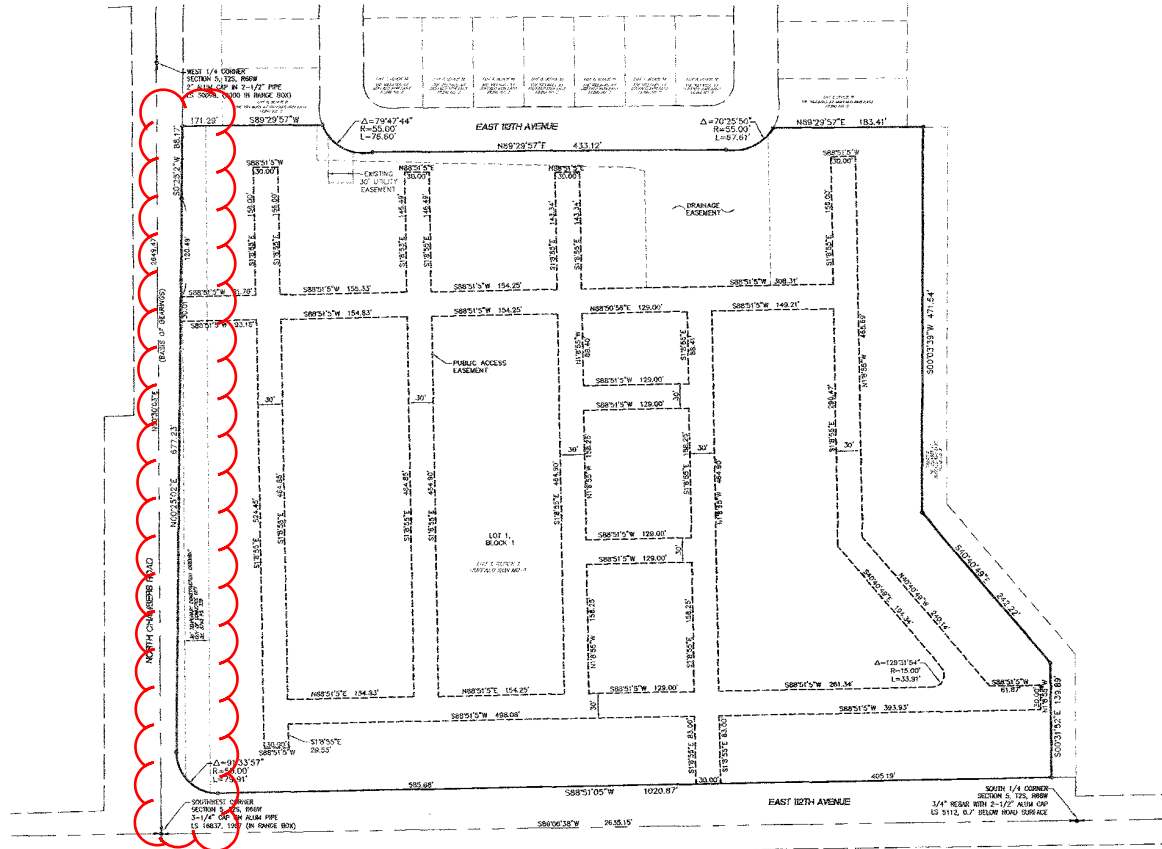
JONES ENGINEERING
ASSOC., INC.

2120 W. Littleton Blvd., Suite 205
Littleton, Colorado 80120
Phone: 303-738-0283 Fax: 303-738-0285

FINAL PLAT BUFFALO RUN MU-1, AMENDMENT NO. 1

A REPLAT OF BUFFALO RUN MU-1
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO

20060522000521840



LEGEND

- NO. 5 REBAR WITH PLASTIC CAP, PLS 17477
- EXISTING EASEMENT
- - - EASEMENT CREATED BY THIS PLAT
- SITE BOUNDARY

FINAL PLAT
BUFFALO RUN MU-1,
AMENDMENT NO. 1
JOB NO. 3494.003
DATE: MARCH 1, 2006
SHEET 2 OF 2

JONES ENGINEERING
ASSOC., INC.

2120 W. LITTLETON BLVD., SUITE 205
LITTLETON, COLORADO 80120
Phone: 303-738-0283 Fax: 303-738-0285

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT is made and entered into as of the 21st day of September, 1998 by and between Northwood Village Associates Ltd., a Colorado Limited Partnership, hereinafter called "Grantor" and City of Commerce City, Colorado, a municipal corporation, hereinafter called "City".

W I T N E S S E T H:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the City, its successors and assigns, the sole, exclusive and permanent right, except as hereafter provided, to enter, re-enter, occupy and use the hereinafter described property to construct, maintain, repair, replace, remove, enlarge and operate general utilities and facilities necessary for the supply of telecommunications, telephone, electric and gas service and one or more lines for the transportation of storm drainage and water or sanitation water products (sanitary sewage), and all underground and surface appurtenances relating thereto including, but not limited to, electric systems, underground cables, wires and connections, mains and conduits, valves, vaults, manholes, control systems, ventilators and the like in, through, over and across the following described parcels of land situate, lying and being in the County of Adams and State of Colorado, to-wit:

Property described in multi-page Exhibit "1" attached hereto and made a part hereof as if fully set forth herein ("the Permanent Easement").

IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the parties hereto as follows:

1. The City shall have and exercise the right of ingress in, to, over, through and across the Permanent Easement property for any purpose needful for the full enjoyment of any right of occupancy or use provided for herein together with the right to the use by temporary easement as hereafter defined of such reasonably required additional land that may be necessary to facilitate the initial construction of the facilities and utilities to be located within the Permanent Easement.

2. Grantor and City agree that during construction on the Permanent Easement of the utilities and facilities herein authorized City shall have a temporary easement on that property described in Exhibit "1" as "Temporary Easement". Further, on locations where the utilities and facilities herein authorized cross streams, ditches, roadways and where the terrain may require, City shall have the right to use additional work space as a Temporary Easement.

3. Without having obtained prior approval of the City, which approval shall not be unreasonably withheld, the Grantor shall not construct any permanent building or similar structure (i) on the Permanent Easement area, nor (ii) on the Temporary Easement area if such permanent construction will interfere with City's use of the Temporary Easement. The Grantor may install temporary or removal and replacement facilities such as yard lights, mail boxes, signs or fences, and shrubs, flowers or plants within the described easement area. If the City, in the process of exercising one or more of the rights described in this agreement, finds it necessary to remove any of the previously described items which have been placed or planted within the described easement area, the City shall do so at its own cost. The City shall be responsible to replace such items after it has exercised its rights under this agreement. The replacement of such facilities shall be solely the responsibility of the City.

4. The City, to the full extent permitted by law, agrees to indemnify the Grantor against injury to persons or damage to property arising from its use of the easements herein granted.

5. The City, in assigning the easements herein granted to the Commerce City Northern Infrastructure General Improvement District ("the GID"), relative to utilities and facilities necessary for the transportation of water and sanitary sewage, agrees to obligate the GID to include in its contracts with South Adams County Water and Sanitation District ("SACWSD") for construction and installation of utilities and facilities necessary for the transportation of water and sanitary sewage, (i) the obligation of SACWSD to the full extent permitted by law to indemnify the Grantor against injury to persons or damage to property arising from its use of the easements herein granted, and (ii) as to those utilities and facilities to be designed and engineered by SACWSD, the obligation to design and engineer such utilities and facilities in order to minimize to the extent reasonably practicable, adverse impacts to the property of the Grantor and/or the development of the property of the Grantor.

6. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any utilities or facility within the Permanent Easement provided, however, that upon obtaining the specific written permission of the City, in its sole discretion, the earth cover over any utility or facility may be modified, and any modification undertaken by the Grantor shall be upon terms which would provide for reimbursement by the Grantor for the cost of any alterations to any utility or facility made necessary by the change.

7. After construction, repair, replacement or enlargement of any utility or facility as hereinabove referred to, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as may reasonably be, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installation shall be removed from the right-of-way at the sole expense of the City. The City agrees that for a period of one year following construction which involved disturbance of the surface of the ground, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the City.

8. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein except as herein otherwise provided.

9. It is mutually agreed by and between the parties hereto that the City may commence the exercise of its rights hereunder forthwith or it may postpone the exercise of all or some part of its rights hereunder to some indeterminate future time. The City may properly acquire, own and exercise the rights in the subject property as herein provided in order to insure to the City a dominant easement for the exercise of the City's functions and that the exercise of any rights in the subject property other than those retained by the Grantor should be within the south discretion of the City. The City may, in its sole discretion, permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the City's dominant rights, upon such reasonable terms, limitations and conditions as the City shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the City without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

10. The Grantor warrants that it has full right and lawful authority to make the grant hereinabove contained and promises and agrees to defend the City in the exercise of its rights hereunder against any defect in title to the land involved or the right to make the grant herein made.

11. Each and every one of the benefits and burdens of this agreement shall inure to the benefit of and be binding upon the respective parties and their successors and assigns and upon assignment by the City to the GID of all or any of the easements herein granted and upon assignment by the GID of all or any of such easements (after assignment thereof by the City to the GID) the City and the GID, respectively, shall be relieved of any obligations hereunder in regard to the easements assigned provided that the assignee shall assume and be responsible for all

obligations set forth herein imposed upon the City as Grantee with respect to the easements assigned. City expressly states and declares its intent to assign to the GID the easements herein granted relative to utilities and facilities necessary for the transportation of water and sanitary sewage and the GID has agreed in turn with SACWSD to ultimately assign such easements to SACWSD.

12. The above and foregoing constitute the whole agreement between the parties with respect to the subject matter hereof and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement as of the day and year first above written.

GRANTOR:

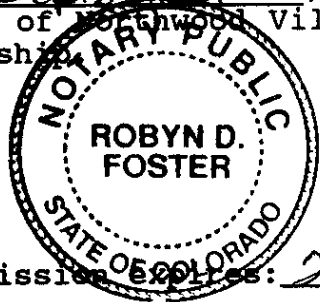
NORTHWOOD VILLAGE ASSOCIATES LTD.,
a Colorado Limited Partnership

BY: 

Russell N. Watterson,
General Partner

STATE OF COLORADO)
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 21st day of September, 1998 by Russell N. Watterson as General Partner of Northwood Village Associates Ltd., a Colorado Limited Partnership.




Notary Public

My commission expires: 2/22/01

CITY:

CITY OF COMMERCE CITY, COLORADO,
a municipal corporation

BY: David R.D. Busby
David R.D. Busby, Mayor

ATTEST:

Judith H. Ridgeley
Judith H. Ridgeley, City Clerk

PARCEL NO. 63
PERMANENT EASEMENT

DESCRIPTION

A permanent easement No. PE-63 containing 119,427 Sq. Ft., more or less, being a portion of a parcel of land described at Book 3089 Page 168 of the Adams County Clerk and Recorder's Office, said permanent easement located in the W 1/2 of Section 5, Township 2 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 5, thence along the North/South center line of said Section 5 S 00° 09' 06" W, a distance of 30.00 feet to the true **POINT OF BEGINNING**;

1. Thence continuing along the North/South center line of said Section 5 S 00° 09' 06" W, a distance of 30.00 feet;
2. Thence departing the North/South center line of said Section 5 S 89° 32' 12" W, a distance of 2,581.10 feet;
3. Thence S 00° 35' 13" W, a distance of 1,369.84 feet;
4. Thence S 89° 13' 53" W, a distance of 30.01 feet to a point that is 30.00 feet easterly of the West line of the NW 1/4 of said section 5;
5. Thence being 30.00 feet easterly of and parallel with the West line of the NW 1/4 of said Section 5 N 00° 35' 13" E, a distance of 1,400.00 feet to a point that is 30.00 feet southerly of the North line of the NW 1/4 of said section 5;
6. Thence being 30.00 feet southerly of and parallel with the North line of the NW 1/4 of said Section 5 N 89° 32' 12" E, a distance of 2,610.88 feet to the true **POINT OF BEGINNING**.

Depicted on Exhibit A, attached.

The above described permanent easement contains 119,427 square feet or (2.7417) acres, more or less. This permanent easement is subject to all rights-of-way, interests, claims, rights and/or easements of record or apparent.

Together with a 30 foot wide temporary easement containing 230,694 square feet or (5.2960) acres, more or less. as depicted on exhibit A. This temporary easement is subject to all rights-of-way, interests, claims, rights and/or easements of record or apparent.

BASIS OF BEARINGS: Bearings are determined by Global Positioning Systems (G.P.S.) observations. A Secondary Survey Control Network was established by JF Sato and Associates (JFSA) for the South Adams County Water and Sanitation District, (North Range Pipeline Project). The following West Adams County Geodetic Densification points were observed: L 260 is a USC&GS 3 1/2" bronze benchmark disk stamped " L 260 1938 " and J 260 is a USC&GS 3 1/2" bronze benchmark disk stamped " J-260 1938 ". Walk-ins are available from the Adams County Survey Division. The grid bearing from L 260 to J 260 bears S 26° 42' 51" W.

EXHIBIT "1"



J.F. SATO AND ASSOCIATES

Consulting Engineers
Project Managers & Planners
5890 So. Rapp St. • Littleton, CO 80120 • (303) 797-1200

JOB. NO. JF97084

DESC. PARCEL 63

DATE: 05-21-98 BY: CLL

SCALE: 1" = 500' CHECKED: DPW

SHEET 2 OF 2

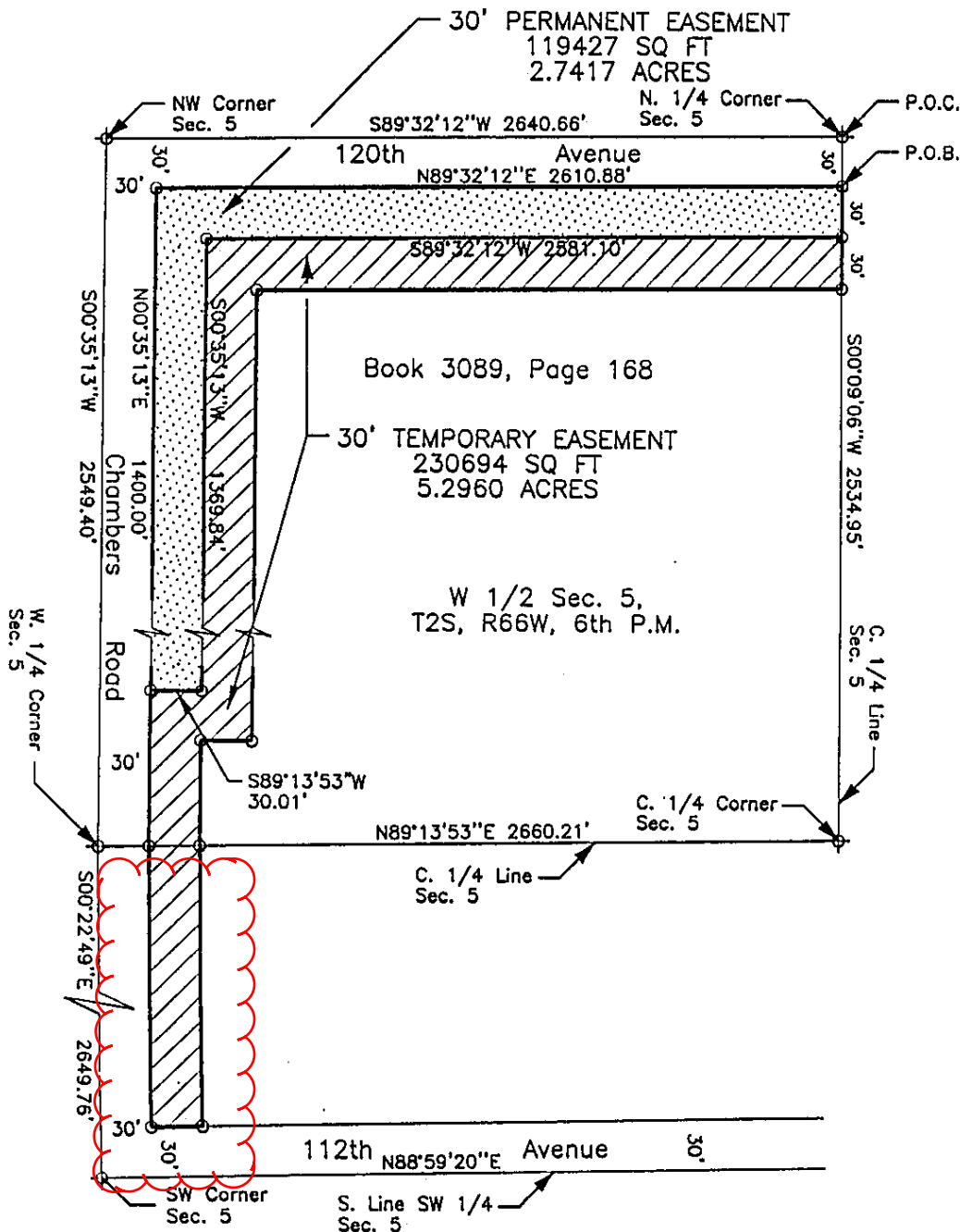
NOTES: TEMPORARY & PERMANENT EASEMENT

EXHIBIT A

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



NOT TO SCALE



Joe DesJardin

From: Jeff Nelson <JNelson@sacwsd.org>
Sent: Tuesday, March 19, 2019 8:29 AM
To: Joe DesJardin
Cc: Lee Alverson (lalverson@c3gov.com)
Subject: RE: Buffalo Run MU1

Joe

SACWSD does not need the temporary construction easement as presented as of this date. It appears it use has run its course.

Sincerely,

Jeff Nelson
Development Review Supervisor
jnelson@sacwsd.org

South Adams County Water & Sanitation District
10200 East 102nd Avenue, Henderson, CO 80640

Direct: 720-206-0593, Cell: 720-530-8396



From: Joe DesJardin [mailto:JDesJardin@proterraco.com]
Sent: Monday, March 18, 2019 4:58 PM
To: Jeff Nelson <JNelson@sacwsd.org>
Cc: Lee Alverson (lalverson@c3gov.com) <lalverson@c3gov.com>
Subject: RE: Buffalo Run MU1

If I can get the City to vacate, does SACWSD have any interest in the Temporary Construction Easement. Seems like whatever was being installed in 1999, must be completed by now.

-Joe DesJardin



From: Jeff Nelson <JNelson@sacwsd.org>
Sent: Monday, March 18, 2019 4:55 PM
To: Joe DesJardin <JDesJardin@proterraco.com>
Subject: RE: Buffalo Run MU1