

PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this 11th day of June, 2026, by Bel Larimer LLC, whose legal address is 9595 Wilshire Blvd, Beverly Hills, California, 90212 (the "Grantor"), to the **CITY OF LONE TREE**, a home rule municipality of the State of Colorado, whose legal address is 9220 Kimmer Drive, Suite 100, Lone Tree CO 80124 (the "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee a Permanent Drainage Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across a certain parcel of real property, as more particularly described in **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel 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.
2. The Grantee shall have the right to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the improvements made within the Easement Parcel, and to remove objects, landscaping, or other physical improvements ("Improvements") interfering therewith. It is expressly understood that the construction, maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee shall remain the responsibility of the Grantor and its successors and/or assigns. It is further understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any drainage facilities in or on the Easement Parcel. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not unreasonably interfere with the Easement hereby granted, including but not limited to, the right to grant other easements; provided however, that Grantor and its successors and assigns shall be authorized to install Improvements within or upon the Easement Parcel only with express written consent of the Grantee.
3. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.
4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein. Except as provided herein, the Grantee shall not have the right or authority to assign any rights to use the Easement to any other third party.

5. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
6. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
7. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.
8. The consideration set forth above includes full and just compensation for (a) all of the Grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims against the Grantee's rights in the Easement Parcel and the Grantor agrees to pay any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.

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SIGNATURE PAGE FOLLOWS.

GRANTOR:

By: _____

Name: Arnold Schlesinger

Title: Manager

STATE OF COLORADO

) ss.

COUNTY OF _____)

The foregoing Permanent Drainage Easement was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

(SEE ATTACHED)

Notary Public

**Accepted and approved
CITY OF LONE TREE**

Seth Hoffman, City Manager
City of Lone Tree, Colorado

ATTEST:

City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 12
day of JUNE, 2026, by _____

ARNOLD SCHLESINGER
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to read 'ARNOLD SCHLESINGER', written over a horizontal line.

EXHIBIT A – LEGAL DESCRIPTION OF EASEMENT PARCEL