

SEP 12 2008



**South Suburban
PARKS AND RECREATION**

Letter of Transmittal

ADMINISTRATIVE OFFICE
6631 South University Blvd.
Centennial, CO 80121-2913

Company, Address: Jim McMahon
TrailMark HOA
9505 South Field Way
Littleton, CO 80127

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Via: US Postal
Date: September 11, 2008
Project: HOA fencing project

Attached are the following:

1. Two copies of the Utility Easement Agreement with original District signatures, for execution by TrailMark HOA president

These are transmitted for the reason marked below:

<input checked="" type="checkbox"/>	For your approval	<input checked="" type="checkbox"/>	For your use
<input type="checkbox"/>	As requested	<input type="checkbox"/>	Per contract
<input type="checkbox"/>	Other:		

Remarks: Please sign both copies and return one original to our office.

Thank you,

Signed:

Brett Collins, Senior Park Planner

CC: Beth Lovato, Hammersmith Management

BC/ds

UTILITY EASEMENT AGREEMENT
(South Suburban Park and Recreation District)

For and in consideration of the sum of TEN AND NO/100's Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SOUTH SUBURBAN PARK AND RECREATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 6631 South University Boulevard, Centennial, Colorado 80121-2913 ("South Suburban"), hereby grants, bargains, sells and conveys to TRAILMARK HOMEOWNERS ASSOCIATION, in care of Hammersmith Management, Inc. 5619 DTC Parkway, Suite 900, Greenwood Village, CO 80111 ("TrailMark"), its successors and permitted assigns, a non-exclusive easement (the "Easement") to construct, reconstruct, repair, replace and/or remove certain improvements and appurtenances thereto, including, but not limited to, a wood screen fence and columns located on Tract 1-A in Chatfield Green Subdivision Filing 5, as more particularly identified in **Exhibit A** (the "Improvements"), in, to, through, over, under and across a certain parcel of real property located in Jefferson County, Colorado, and incorporated herein by this reference (the "Premises"). Such Easement is granted by South Suburban and is accepted by TrailMark pursuant to the following terms and conditions:

1. TrailMark, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. South Suburban, its successors and assigns, shall not construct or place any structure or building, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior written consent of TrailMark. Any structure or building, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or thereafter, except where TrailMark has consented thereto, may be removed by and at the sole expense of TrailMark in TrailMark's exercise of its rights hereunder, without liability to TrailMark therefor. Any structure or building, street, sidewalk, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Premises by South Suburban, its successors and assigns, subsequent to the date hereof without TrailMark's consent may be removed by TrailMark at the expense of South Suburban, its successors or assigns, without liability to TrailMark.

3. TrailMark shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace and remove the Improvements, and to remove objects interfering therewith, including but not limited to those items placed on the Premises under paragraph 2 hereof. In addition, TrailMark shall have the right to use so much of the adjoining premises of South Suburban, 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 South Suburban's, its successors' or assigns' use and enjoyment of such adjoining premises. TrailMark and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to person or damage to property, to the extent arising out of TrailMark's, its permitted assignee's or licensee's use of the Easement.

4. TrailMark 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 between and among the parties that, except as provided in this Easement, South Suburban, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. South Suburban, 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 improvements on property adjoining the Premises. It is specifically agreed by and between South Suburban and TrailMark that, except as provided in this Easement, TrailMark shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Premises.

5. TrailMark agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by TrailMark and any permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to South Suburban, its heirs, successors and/or assigns.

6. South Suburban covenants and agrees with TrailMark that South Suburban has full power and lawful authority to grant, bargain, sell and convey the Easement and that the Premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except matters of record. South Suburban further promises and agrees to warrant and forever defend TrailMark in the exercise of TrailMark's rights hereunder against any defect in South Suburban's title to the Premises and South Suburban's right to make the grant herein described, except matters of record.

7. 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 South Suburban and TrailMark.

8. South Suburban, 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 TrailMark, its successors and permitted assigns, as described herein.

9. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of TrailMark or South Suburban pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

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

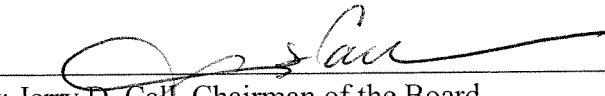
11. This Easement shall be recorded in the real property records of Jefferson County.

12. This Easement 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.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties have executed this Easement this ____ day of _____, 2008.

SOUTH SUBURBAN PARK AND RECREATION DISTRICT

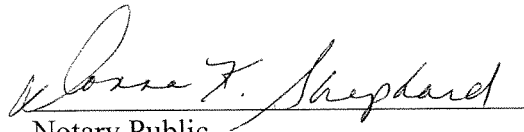

By: Jerry D. Call, Chairman of the Board

STATE OF COLORADO

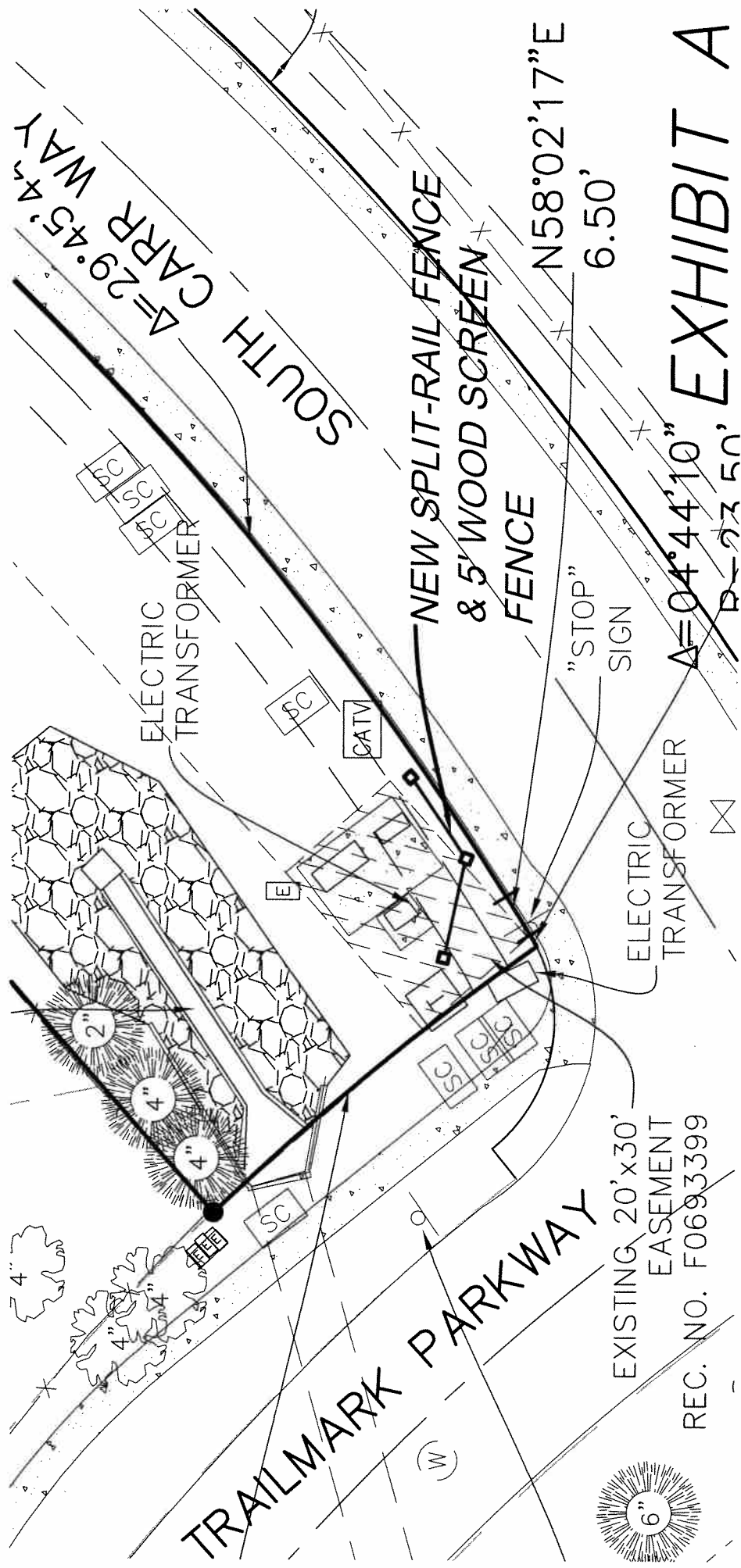
COUNTY OF Propahoe)
) ss.

Subscribed and sworn to before me on this 10th day of September 2008, by Jerry D. Call as Chairman of South Suburban Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

[SEAL]


Notary Public

My commission expires April 15, 2010



SOUTH CARR WAY
 $\Delta = 29.45.4$

NEW SPLIT-RAIL FENCE
 & 5' WOOD SCREEN
 FENCE

$N58^{\circ}02'17''E$
 6.50'

$\Delta = 04^{\circ}44'10''$
 6.50'

ELECTRIC
 TRANSFORMER

"STOP"
 SIGN

ELECTRIC
 TRANSFORMER

EXISTING 20'x30'
 EASEMENT
 REC. NO. F0693399

TRAILMARK PARKWAY

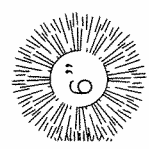


EXHIBIT A

TRAILMARK OPEN SPACE LOCATION MAP

PARK AND COMMUNITY PARCEL SCHEDULE

FILING NO.	RECORDED	12-22-97	AREA	DESIGNATION	LAND USE
A	100	100	100	100	100
B	100	100	100	100	100
C	100	100	100	100	100
D	100	100	100	100	100
E	100	100	100	100	100
F	100	100	100	100	100
G	100	100	100	100	100
H	100	100	100	100	100
I	100	100	100	100	100
J	100	100	100	100	100
K	100	100	100	100	100
L	100	100	100	100	100
M	100	100	100	100	100
N	100	100	100	100	100
O	100	100	100	100	100
P	100	100	100	100	100
Q	100	100	100	100	100
R	100	100	100	100	100
S	100	100	100	100	100
T	100	100	100	100	100
U	100	100	100	100	100
V	100	100	100	100	100
W	100	100	100	100	100
X	100	100	100	100	100
Y	100	100	100	100	100
Z	100	100	100	100	100

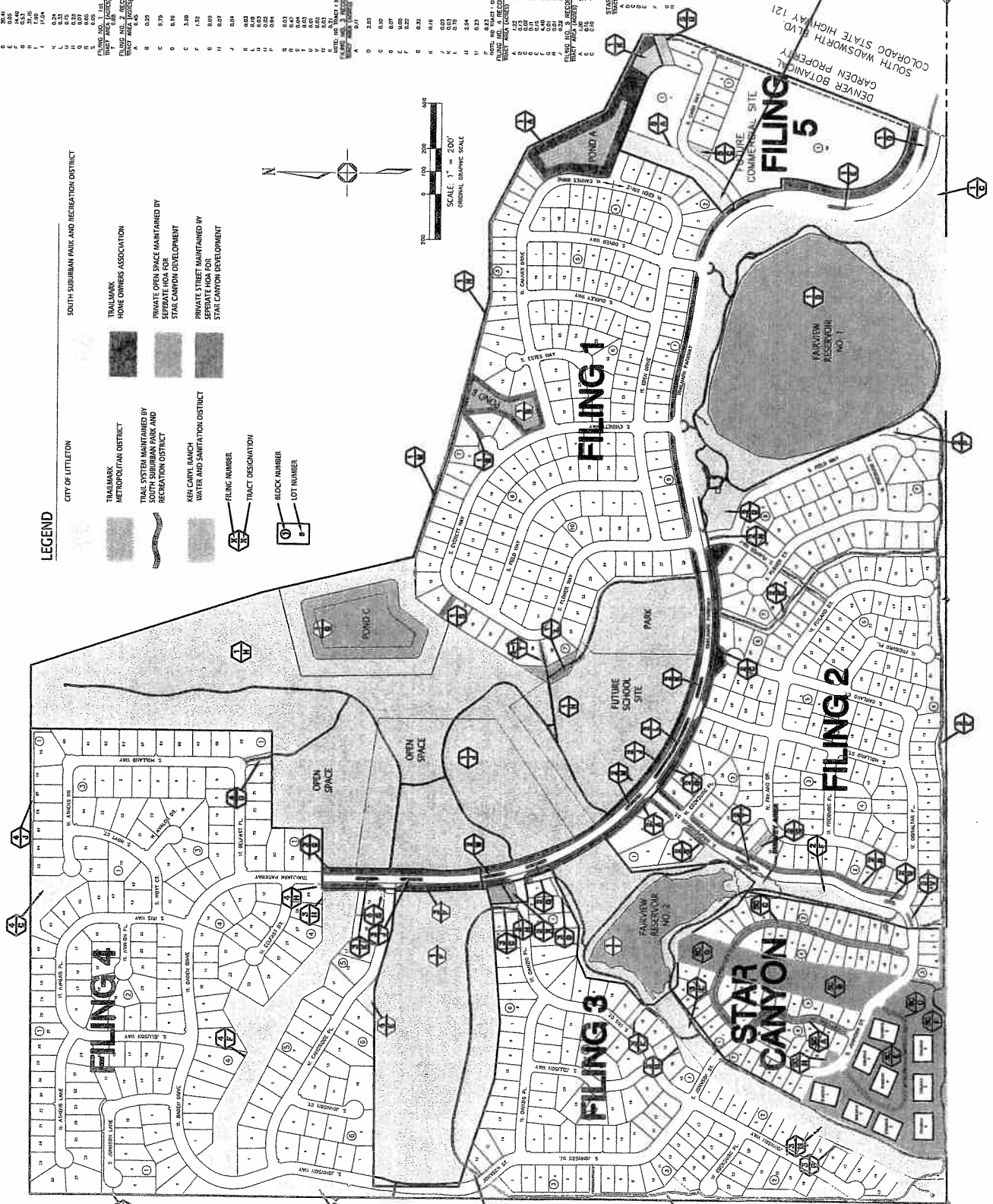
LEGEND

- CITY OF LITTLETON
- TRAILMARK METROPOLITAN DISTRICT
- HOME OWNERS ASSOCIATION
- PRIVATE OPEN SPACE MAINTAINED BY SEPARATE HOA FOR SOUTH SUBURBAN PARK AND STAR CANYON DEVELOPMENT
- KERN CANAL BRANCH WATER AND SANITATION DISTRICT
- FILING NUMBER
- TRACT DESIGNATION
- BLOCK NUMBER
- LOT NUMBER

SCALE: 1" = 200'
GRAPHIC SCALE

0 100 200 300 400

N



FENCE LOCATION