

**SLOPE AND DRAINAGE
EASEMENT AGREEMENT**

DATE: _____, 2015.

GRANTOR: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 Wilcox Street, Castle Rock, Colorado 80104.

GRANTEE: **CASTLE PINES METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, 5880 Country Club Drive, Castle Rock, CO 80108

RECITALS

Grantee has determined that it needs to acquire a non-exclusive permanent slope and drainage easement (Easement) over property owned by Grantor, and the parties have agreed to the terms and consideration for the grant of the easement.

GRANT

Grantor, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, grants / conveys to Grantee, its successors and assigns, a permanent non-exclusive easement in gross, in, over and under the property located in Douglas County, Colorado, which is more specifically described and depicted in the attached **Exhibit 1**, hereinafter referred to as (the "Easement Property").

TERMS

1. Grantor represent to Grantee that Grantor is the record owner of the Easement Property and that Grantor has the power and authority to grant this easement, free of prior liens and encumbrances which would preclude the Grantee from utilizing the site for its stated purposes set forth in Section 2 of this Easement Agreement, and as reasonably determined by Grantee.

2. The Easement is a non-exclusive permanent slope and drainage easement to allow Grantee, its employees, contractors and agents to construct, operate, maintain and repair from time to time, storm water drainage facilities and related appurtenances and to allow access to such facilities. The Grantee may construct or place improvements above or buried, whether temporary or permanent, upon written approval from the Grantor.

3. All construction activity by Grantee and its contractors and agents shall be maintained within the Easement Property boundaries and upon completion of construction, reconstruction or repair by Grantee, the surface of the Easement Property shall be contoured and stabilized. All such construction and maintenance of the improvements undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses.

4. Grantor shall be principally responsible for general maintenance of the Easement Property, however the Grantee shall be responsible for all modifications and improvements constructed by the Grantee. Grantor reserves the right to use the Easement Property for all other purposes insofar as such use is consistent with and does not impair the Grantee's rights under this Easement Agreement.

5. To the extent permitted by law, Grantee shall indemnify Grantor from any and all liability, costs or expenses incurred as a result of Grantee's use of the Easement Property under its easement rights. Grantee shall obtain and keep in full force and effect general liability insurance covering its actions and activities permitted under the easement in an amount at least equivalent to Grantee's liability under the Colorado Governmental Immunity Act. This indemnification shall not constitute a waiver or release by Grantee of any immunity or limitation on liability under the Governmental Immunity Act.

6. Any breach of this Easement Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

7. This Easement Agreement shall be recorded by Grantee with the Douglas County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

STATE OF)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Sally A. Misare as Town Clerk and Paul Donahue as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

Notary Public

GRANTEE:

ATTEST:

**CASTLE PINES
METROPOLITAN DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

STATE OF)
) **ss.**
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by _____ as _____ and _____ as _____ for the Castle Pines Metropolitan District, a quasi-municipal and political subdivision of the State of Colorado.

Witness my official hand and seal.
My commission expires: _____

(S E A L)

Notary Public

NORTH MEADOWS DRIVE – Tract C
DATE: May 29, 2015
DESCRIPTION

Tract C

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 7,252 sq. ft. (0.166 acres), more or less, in the SW 1/4 of Section 22, Township 7 South, Range 67 West, of the 6th Principal Meridian, in Douglas County, Colorado, also being a part of Parcel 1E and Parcel 3 as recorded at Reception No. 10004772 in the Douglas County Clerk and Recorder's office, said tract or parcel being more particularly described as follows and as depicted in Exhibit A (attached):

Commencing at the southwest corner of said Section 22, thence S. 89°35'16" E., a distance of 2,068.05 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,762.10 feet more or less, to a point on a southerly line of Castle Pines Village, Filing No. 19B, as recorded at Reception Number 199713794 in the Douglas County Clerk and Recorder's office, said point also being the TRUE POINT OF BEGINNING, whence said southwest corner of Section 22 bears S. 49°58'46" W., a distance of 2,716.96 feet;

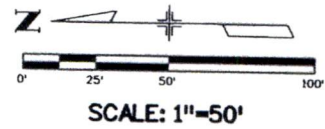
1. Thence along said southerly line, N. 63°20'42" E., a distance of 57.77 feet;
2. Thence continuing along said southerly line, N. 49°35'01" E., a distance of 303.74 feet;
3. Thence departing said southerly line, S. 42°00'12" E., a distance of 14.09 feet;
4. Thence S. 20°26'14" W., a distance of 12.14 feet;
5. Thence S. 49°35'01" W., a distance of 295.94 feet;
6. Thence S. 63°20'42" W., a distance of 60.18 feet;
7. Thence N. 26°39'18" W., a distance of 20.00 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 7,252 sq. ft. (0.166 acres), more or less.

Basis of Bearings: All bearings are based on a line between the East 1/16th Corner of Section 28 and Section 21, a found 2 1/2" aluminum cap, LS 6935, and the Northeast Corner of Section 28, a found 2 1/2" aluminum cap, PLS 22564, said line bears S. 89°48'05" E.

For and on Behalf of the
Town of Castle Rock
Christopher R. Raml, PLS 37973
116 Inverness Drive East, Suite 105
Englewood, CO 80112





SOUTHBOUND
I-25

TRACT A

TRACT C
7,252 SF (0.166 AC)

SW 1/4
SECTION 22
T7S, R67W,
6TH PM

LOT 589

LOT 588

CASTLE PINES VILLAGE 19B
REC * 199713794

POINT OF
BEGINNING

N 26° 39' 18" W
20.00'



LOT 587

● INDICATES CHANGE
IN DIRECTION ONLY



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

G:\GS\Projects\71213_2012_N_Meadows_Drive\Survey\Drawings\Exhibits\DC\Exhibit Tract C.dgn

Prepared By:  WOOLPERT 116 INVERNESS DRIVE EAST #105 ENGLEWOOD, COLORADO 80112 (303) 925-1400 PHONE (303) 925-1401 FAX	 TOWN OF CASTLE ROCK COLORADO	EXHIBIT A NORTH MEADOWS DRIVE TRACT C	PROJECT NO. 75077 DATE <u>5/28/2015</u> DR. <u>AEP</u> SHT. # <u>1</u>
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