

**EMERGENCY EGRESS ACCESS ROAD AND PRIVATE
PEDESTRIAN / BICYCLE TRAIL EASEMENT AGREEMENT**

DATE: _____, 2015.

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

GRANTEE: **CASTLE PINES VILLAGES HOMES ASSOCIATION, INC.**, a Colorado non-profit corporation, 688 Happy Canyon Road, Castle Rock, Colorado 80108

RECITALS

Grantee has determined that it needs to acquire a certain non-exclusive permanent 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 no cents (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor, sells and quitclaims to Grantee, its successors and assigns, a permanent easement ("Easement") over the property located in Douglas County, Colorado as described in the attached ***Exhibit 1***.

TERMS

1. The purpose of the easement is to allow for the construction and maintenance of: (i) a gated 28-foot wide fire and emergency egress access road hereinafter referred to as (the "Emergency Access") for the neighboring Castle Pines Village subdivision, and (ii) to provide for a private pedestrian / bicycle trail to the Castle Pines Homes Association, Inc. (CPHA). Provided however, use of the Emergency Access by non-emergency vehicles other than authorized maintenance vehicles is strictly prohibited. Further, the Emergency Access will provide emergency response services from North Meadows into the Castle Pines Village subdivision. The Grantee, at its expense, shall be responsible for constructing, maintaining and operating the necessary physical barriers to address such prohibited use. At its sole discretion, CPHA may install a separate pedestrian/bike gate within its current property.

2. The Access Road and private pedestrian / bicycle trail shall be constructed in accordance with the specifications set forth by the CPHA Board, which is subject to review and final approval by the Grantor.

3. Grantor shall not make any use of the Easement Property which will materially interfere with Grantee's use and enjoyment of the Easement. Grantor reserves the right to use the Easement Property for all other purposes allowed pursuant to the Deed of Conservation Easement dated _____ and recorded in the public records of Douglas County at Reception No. _____.

4. All activity by Grantee and its agents, employees, contractors and other authorized representatives shall be contained within the Easement Property. Upon completion of any construction, reconstruction or repair, Grantee shall restore the surface of the Easement Property, including re-grading and reseeding, where necessary, and all landscaping, irrigation systems, and other improvements, to the extent practicable, to their condition prior to the grant of the Easement, except where the surface is permanently modified with improvements. In restoring the surface of the Easement Property, Grantee shall comply with the Town of Castle Rock Municipal Code and the Grading, Erosion and Sediment Control (GESC) Manual, including, without limitation, obtaining all required permits and reseeding and landscaping all disturbed areas in accordance with such permits. All such activities undertaken by Grantee shall be at the sole expense of the Grantee, and Grantee shall promptly pay all construction costs and expenses; however the Grantor shall waive all permitting fees. The Grantee is responsible for snow, ice and other debris removal in order to operate and maintain the Emergency Access.

5. Grantee, at its sole expense, shall install and maintain a limited access gate within the Grantee's property that meets the requirements of the South Metro Fire District with concurrence from the Town of Castle Rock Fire Department.

6. Grantee shall indemnify Grantor and hold Grantor harmless from any and all loss, liens, claims, liability, costs or expenses incurred as a result of Grantee's use of the Easement Property or exercise of the Easement (including any environmental contamination caused by Grantee, its agents, employees, contractors and other authorized representatives). 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 not less than \$1,000,000 per occurrence. This indemnification shall not constitute a waiver or release by Grantor of any immunity or limitation on liability under the Governmental Immunity Act.

7. In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more

than 10 days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies and recover its reasonable attorney's fees and costs in such legal action.

8. Any notice, demand or election under this Easement Agreement shall be in writing and shall be given in person or mailed by registered or certified mail, addressed as follows:

If to Grantor: Town of Castle Rock
 100 Wilcox Street
 Castle Rock, CO 80104
 Attn: Town Attorney

If to Grantee: Castle Pines Village Homes Association, Inc.
 688 Happy Canyon Road
 Castle Rock, CO 80108

All notices, demands, or elections given in such manner shall be effective on the date of receipt thereof. The address to which notices are to be sent may be changed by providing notice as set forth in this paragraph.

9. This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Grantor and the Grantee.

10. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. Venue for any legal action relating to this Easement Agreement shall lie in the District court in and for the County of Douglas, Colorado.

12. 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.

GRANTOR:

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Department of Public Works

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

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

Tract B

A portion of a parcel of land in the Town of Castle Rock, State of Colorado containing 11,703 sq. ft. (0.269 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 1A and Parcel 2 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 767.97 feet along the South line of said Section 22, thence N. 00°24'44" E., a distance of 1,348.21 feet more or less, to a point on a southerly line of Tract C-1 of Castle Pines Village, Filing No. 32J, Amendment 1 as recorded at Reception Number 2004101128 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. 30°04'45" W., a distance of 1,551.60 feet;

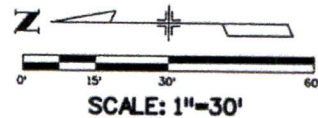
1. Thence along said southerly line, N. 69°20'29" E., a distance of 101.47 feet;
2. Thence departing said southerly line, on the arc of a curve to the right, a radius of 100.00 feet, a central angle of 105°00'02", a distance of 183.26 feet, (a chord bearing S. 37°03'13" E., a distance of 158.67 feet);
3. Thence S. 15°26'48" W., a distance of 44.02 feet;
4. Thence N. 73°38'17" W., a distance of 14.69 feet;
5. Thence on the arc of a curve to the left, a radius of 645.50 feet, a central angle of 03°08'06", a distance of 35.32 feet, (a chord bearing N. 75°12'20" W., a distance of 35.31 feet);
6. Thence N. 15°26'48" E., a distance of 44.19 feet;
7. Thence on the arc of a curve to the left, a radius of 50.00 feet, a central angle of 101°32'03", a distance of 88.61 feet, (a chord bearing N. 35°19'14" W., a distance of 77.46 feet);
8. Thence N. 86°05'15" W., a distance of 63.14 feet;
9. Thence on the arc of a curve to the right, a radius of 85.00 feet, a central angle of 24°27'06", a distance of 36.27 feet, (a chord bearing N. 73°51'42" W., a distance of 36.00 feet), more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 11,703 sq. ft. (0.269 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





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

Rc =100.00'
Ac =105° 00'02"
Lc =183.26'
C =158.67'
CB =S 37° 03'13" E

TRACT B
11,703 SF (0.269 acres)

Rc =50.00'
Ac =101° 32'03"
Lc =88.61'
C =77.46'
CB =N 35° 19'14" W

Rc =645.50'
Ac =3° 08'06"
Lc =35.32'
C =35.31'
CB =N 75° 12'20" W

TRACT C-1
CASTLE PINES VILLAGE
FILING No. 32J
AMENDMENT 1
REC # 2004101128

Rc =85.00'
Ac =24° 27'06"
Lc =36.27'
C =36.00'
CB =N 73° 51'42" W

POINT OF BEGINNING




● INDICATES CHANGE IN DIRECTION ONLY


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

Christion 4:01:08 PM G:\GS\Projects\72123-2012-N-Meadows-Drive\SV\2010\RDW_Survey\Drawings\Exhibits\DC\Exhibit Tract B.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 B

PROJECT NO.	75077
DATE	5/28/2015
DR.	AEP
SHT. #	1