

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 13th day of August, 2015, by Boondocks Properties, LLC, having an address at 660 East Franklin Road, Suite 270, Meridian, Idaho 83642 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantor, in its sole

discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

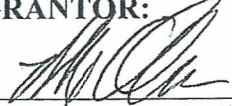
7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:


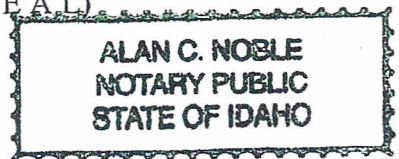
MANAGER


STATE OF IDAHO)
) ss.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 13th day of AUGUST, 2015, by RANDY FULLMER, as MANAGER of BOONDOCKS PROPERTIES, LLC.

My commission expires: FEBRUARY 21, 2019

(S E A L)





Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Legal Description
Exhibit "A"

A Drainage Easements, Storm 1 thru Storm 4, being in a portion of Crown Pointe Filing No. 1, 20th Amendment, filed in Douglas County Clerk and Recorder's office at Reception No. 2015009597; situated in the Southwest ¼ of Section 3, Township 6 South, Range 66 West of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the West ¼ corner of said Section 3, thence S00°06'33"E, along the southwest section line of said Section 3, 97.63 feet.

Storm Sewer #1

Thence S13°28'15"E, 1,093.88 feet to the True Point of Beginning;

Thence the following 4 courses and distances:

- 1) S00°00'00"W, 25.00 feet;
- 2) S90°00'00"E, 13.62 feet;
- 3) N00°00'00"E, 25.00 feet;
- 4) N90°00'00"W, 13.62 feet to the True Point of Beginning.

Containing 340.41 square feet, 0.008 acres, more or less.

Storm Sewer #2

Thence S22°38'03"E, 640.53 feet to the True Point of Beginning; Thence the following four courses and distances:

- 1) S08°15'01"E, 77.02 feet;
- 2) N81°44'59"E, 25.00 feet;
- 3) N08°15'01"W, 77.02 feet;
- 4) S81°44'59"W, 25.00 feet to the True Point of Beginning.

Containing 1925.59 square feet, 0.044 acres, more or less.

Storm Sewer #3

Thence S44°34'34"E, 358.76 feet to the True Point of Beginning; Thence the following seven courses and distances:

- 1) S00°00'00"E, 77.76 feet;
- 2) S00°00'00"E, 2.00 feet;
- 3) S00°00'00"E, 52.21 feet;
- 4) N69°54'35"E, 24.26 feet;
- 5) N20°05'25"W, 59.99 feet;
- 6) N16°04'52"E, 61.52 feet;
- 7) N70°13'01"W, 18.30 feet to the True Point of Beginning.

Containing 1340.33 square feet, 0.031 acres, more or less.

Storm Sewer #4

Thence S57°08'06"E, 632.87 feet to the True Point of Beginning; Thence the following 16 courses and distances:

- 1) S19°47'01"W, 12.50 feet;
- 2) S70°12'12"E, 103.36 feet;
- 3) S56°37'24"E, 124.12 feet;
- 4) S03°16'56"W, 103.56 feet;
- 5) S70°11'22"E, 20.52 feet;
- 6) S14°52'44"W, 61.66 feet;
- 7) S19°43'22"W, 74.40 feet;
- 8) S19°52'16"W, 87.48 feet;
- 9) S70°07'44"E, 24.96 feet;
- 10) N19°48'59"E, 162.98 feet;
- 11) N14°52'44"E, 75.08 feet;
- 12) N11°07'44"E, 10.68 feet;
- 13) N70°11'22"W, 24.10 feet;
- 14) N03°16'56"E, 99.31 feet;
- 15) N56°37'24"W, 88.42 feet;
- 16) N70°13'01"W, 157.93 feet to the True Point of Beginning.

Containing 13,281.18 square feet, 0.30 acres, more or less.

Michael D. Miller, PLS #38111

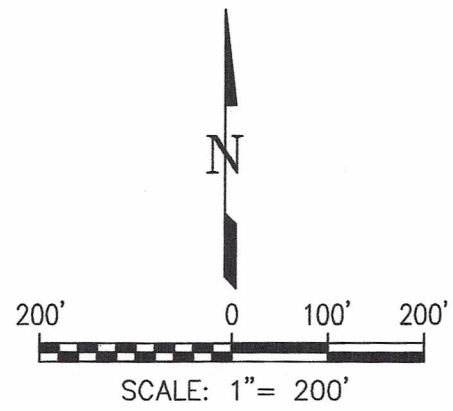
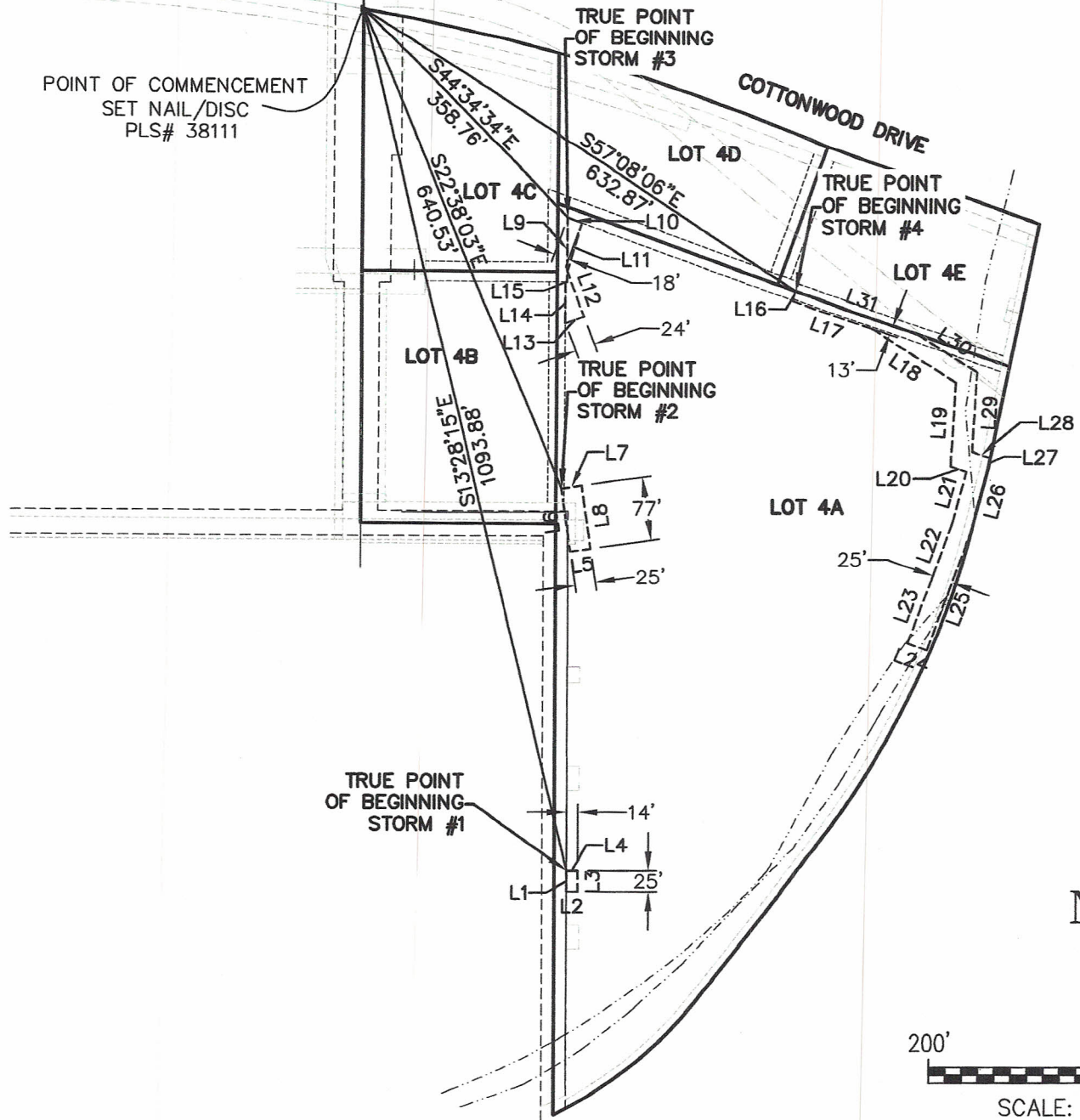
For and on behalf of MM&D Engineering Services, Inc.

Exhibit "A" Drainage Easement

POINT OF COMMENCEMENT
W 1/4 COR SEC 3
T6S, R66W 6TH PM
FND. 3 1/4" BRASS CAP
LS# 16848

S00°06'33"E
97.63'

POINT OF COMMENCEMENT
SET NAIL/DISC
PLS# 38111



MM&D Engineering Services, Inc.

William E. Miller, P.E.

ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING

6901 S. Yosemite St. #201
Centennial, Colorado 801125
PH (303) 908-0062

Project Name:

**Boondocks Fun
Center, Lot 4A**

DATE: 07/17/15
DES/DFT: WEM/kem
PROJ NO.: 13-343
SHEET: 1 OF 2

**Exhibit "A"
Table**

Line Table		
Line #	Length	Direction
L1	25.00	S00°00'00"W
L2	13.62	S90°00'00"E
L3	25.00	N00°00'00"W
L4	13.62	S90°00'00"W
L5	25.00	N81°44'59"E
L6	77.02	S08°15'01"E
L7	25.00	S81°44'59"W
L8	77.02	N08°15'01"W
L9	77.76	S00°00'00"E
L10	18.30	N70°13'01"W
L11	61.52	N16°04'52"E
L12	59.99	N20°05'25"W
L13	24.26	N69°54'35"E
L14	52.21	S00°00'00"E
L15	2.00	N90°00'00"W
L16	12.50	S19°47'01"W
L17	103.36	S70°12'12"E
L18	124.12	S56°37'24"E
L19	103.56	S03°16'56"W
L20	20.52	S70°11'22"E

Line Table		
Line #	Length	Direction
L21	61.66	S14°52'44"W
L22	74.40	S19°43'22"W
L23	87.48	S19°52'16"W
L24	24.96	S70°07'44"E
L25	162.98	N19°48'59"E
L26	75.08	N14°52'44"E
L27	10.68	N11°07'44"E
L28	24.10	N70°11'22"W
L29	99.31	N03°16'56"E
L30	88.42	N56°37'24"W
L31	157.93	N70°13'01"W

MM&D Engineering Services, Inc.

William E. Miller, P.E.

ENGINEERING*CONSTRUCTION MANAGEMENT*SURVEYING

6901 S. Yosemite St. #201
Centennial, Colorado 801125
PH (303) 908-0062

Project Name:

**Boondocks Fun
Center, Lot 4A**

DATE: 07/17/15
DES/DFT: WEM/kem
PROJ NO.: 13-343
SHEET: 2 OF 2