

20-Foot and 30-Foot Exclusive EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 20___, by Faris Properties, LLC (hereafter referred to as "Grantor"), having an address at 835 South Havana Street, Aurora, CO 80012 and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install a Water Main and Fire Hydrant in certain real property owned by Grantor and situated in Douglas County, Colorado, which real property is more particularly described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW THEREFORE, for the consideration of \$10.00 paid to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, an exclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the Water Main and Fire Hydrant required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the Water Main and Fire Hydrant.

2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands, including but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense.

(B). In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C). 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. Any hazardous, toxic or flammable substances use by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the Water Main and Fire Hydrant shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the Water Main and Fire Hydrant, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the Water Main and Fire Hydrant.

4. Grantor's Covenants.

(A) Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

(B) Grantor hereby warrants title to the easement herein granted and conveyed to the Grantee. Grantor warrants that the easement is free and clear of all liens and encumbrances. Grantor agrees to protect and defend the title of the Grantee from and against all persons whomsoever.

(C) Grantor warrants and guarantees that it has the power and authority to grant this Easement.

5. Indemnification of Grantee by Grantor. Grantor agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantee, any directors, officers employees and agents of Grantee, and any successors or assigns of Grantee, from any costs, expenses, damages, claims or demands incurred or asserted against Grantee as a result of or arising out of Grantor's warranties or covenants set forth herein.

6. Miscellaneous.

(A). Except as otherwise expressly provided for 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, parties, their heirs, successors and assigns.

(B). This Easement constitutes the entire agreement between the parties.

(C). This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

Faris Properties, LLC
835 South Havana Street
Aurora, CO 80012

GRANTEE:

Parker Water & Sanitation District
18100 E. Woodman Drive
Parker, CO 80134

By: _____

Printed Name & Title

By: _____
Ron R. Redd P.E., District Manager

ATTEST:
By: _____

STATE OF **COLORADO**)
) ss
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Faris Properties, LLC..
WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF **COLORADO**)
) ss
COUNTY OF **DOUGLAS**)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ of the **Parker Water and Sanitation District**, a Colorado special district and political subdivision.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

THREE (3) PARCELS OF LAND OVER A PORTION OF LOT 1B, BLOCK 1, PARKER AUTO PLAZA FILING NO. 2, 2ND AMENDMENT IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER THE PLAT RECORDED MARCH 31, 2015 AT RECEPTION NO. 2015019929 IN THE OFFICE OF THE CLERK AND RECORDER FOR SAID COUNTY, LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1B, FROM WHICH THE EAST LINE OF SAID LOT 1B BEARS, NORTH 00°17'51" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID EAST LINE;

THENCE NORTH 49°37'01" WEST, A DISTANCE OF 626.34 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 65°28'28" WEST, A DISTANCE OF 3.50 FEET;

THENCE NORTH 24°31'32" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 65°28'28" EAST, A DISTANCE OF 3.50 FEET, FROM WHICH THE POINT OF TANGENCY IN THE NORTH LINE OF SAID LOT 1B BEARS, NORTH 63°40'45" EAST, A DISTANCE OF 292.83 FEET;

THENCE SOUTH 24°31'32" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 70 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

PARCEL 2:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1B, FROM WHICH THE EAST LINE OF SAID LOT 1B BEARS, NORTH 00°17'51" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID EAST LINE;

THENCE NORTH 20°23'36" WEST, A DISTANCE OF 276.40 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°34'47" WEST, A DISTANCE OF 41.48 FEET;

THENCE NORTH 00°09'12" WEST, A DISTANCE OF 8.24 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 11.50 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 170.54 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 184.89 FEET;

THENCE SOUTH 74°13'04" WEST, A DISTANCE OF 82.55 FEET;

THENCE SOUTH 66°18'58" WEST, A DISTANCE OF 27.81 FEET;

THENCE NORTH 35°46'32" WEST, A DISTANCE OF 24.17 FEET;

THENCE NORTH 24°31'32" WEST, A DISTANCE OF 6.36 FEET;

THENCE NORTH 66°18'58" EAST, A DISTANCE OF 35.04 FEET;

THENCE NORTH 74°13'04" EAST, A DISTANCE OF 88.78 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 219.05 FEET, FROM WHICH THE POINT OF TANGENCY IN THE EAST LINE OF SAID LOT 1B BEARS, NORTH 50°09'21" EAST, A DISTANCE OF 109.54 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 208.48 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 15,489 SQUARE FEET OR 0.356 ACRES, MORE OR LESS.

PARCEL 3:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1B, FROM WHICH THE EAST LINE OF SAID LOT 1B BEARS, NORTH 00°17'51" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING REFERENCED TO SAID EAST LINE;

THENCE NORTH 59°47'29" WEST, A DISTANCE OF 229.67 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 112.55 FEET, FROM WHICH THE INSIDE WEST CORNER OF SAID LOT 1B BEARS, NORTH 37°28'39" WEST, A DISTANCE OF 100.21 FEET;

THENCE NORTH 89°34'47" EAST, A DISTANCE OF 30.00 FEET;

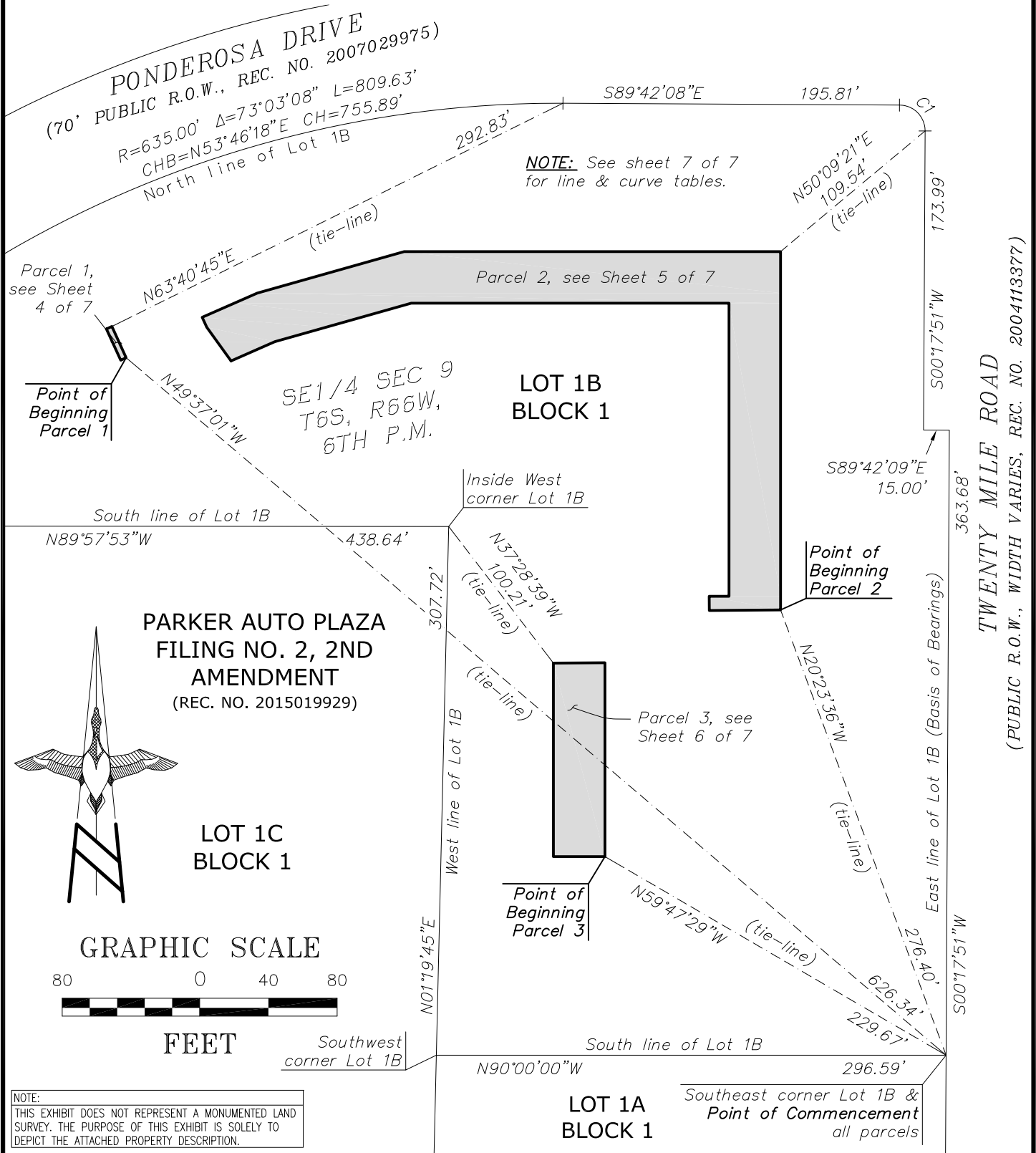
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 112.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 3,380 SQUARE FEET OR 0.078 ACRES, MORE OR LESS.

ALL AS SHOWN ON THE EXHIBIT ATTACHED HERETO, MADE A PART HEREOF.

JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC
6950 SOUTH TUCSON WAY, UNIT C
CENTENNIAL, COLORADO 80112

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

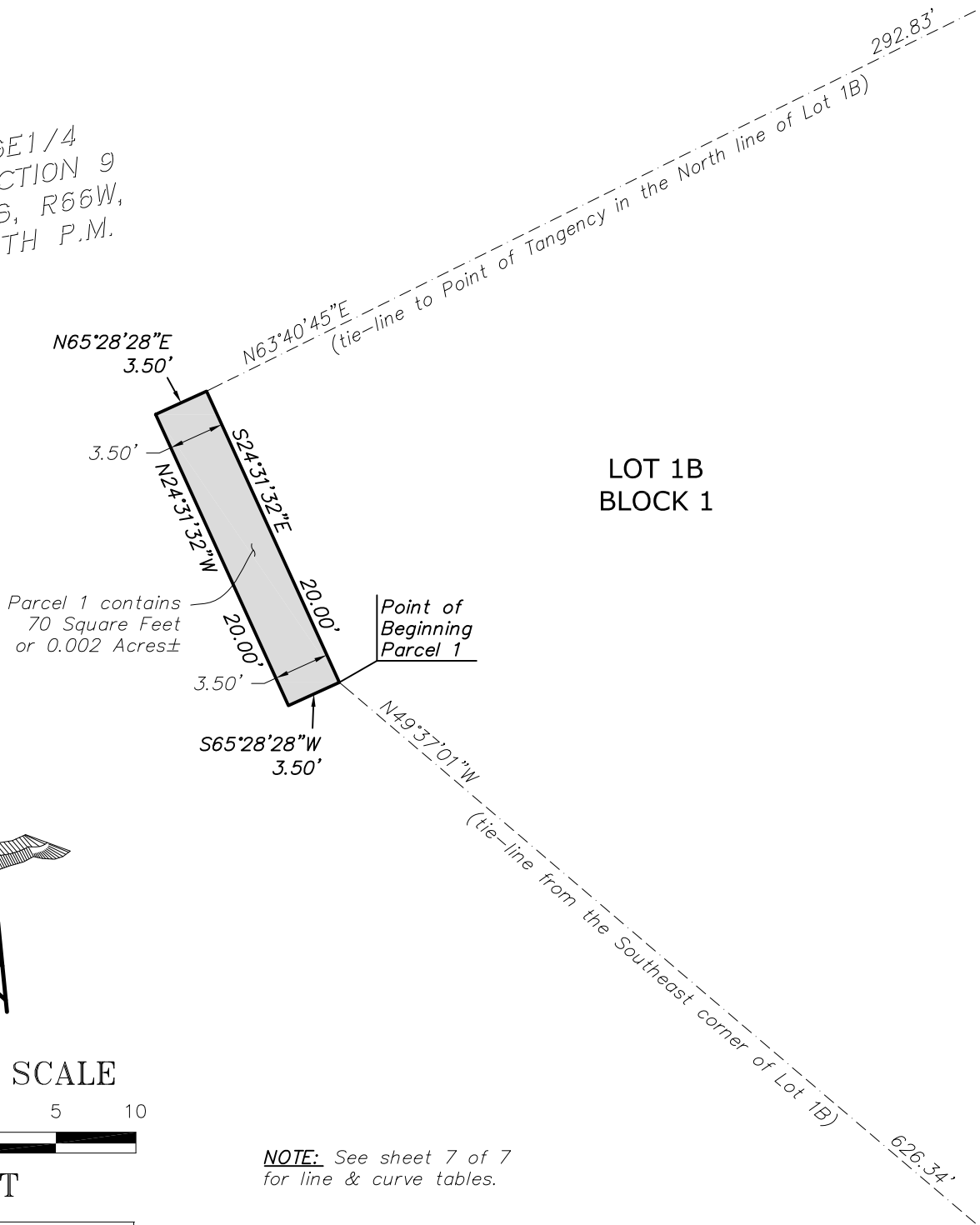


TWENTY MILE ROAD
 (PUBLIC R.O.W., WIDTH VARIES, REC. NO. 2004113377)



EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

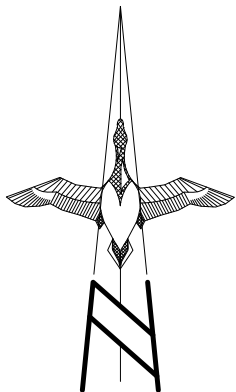
SE1/4
SECTION 9
T6S, R66W,
6TH P.M.



LOT 1B
BLOCK 1

Parcel 1 contains
70 Square Feet
or 0.002 Acres±

Point of
Beginning
Parcel 1



GRAPHIC SCALE



FEET

NOTE: See sheet 7 of 7
for line & curve tables.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

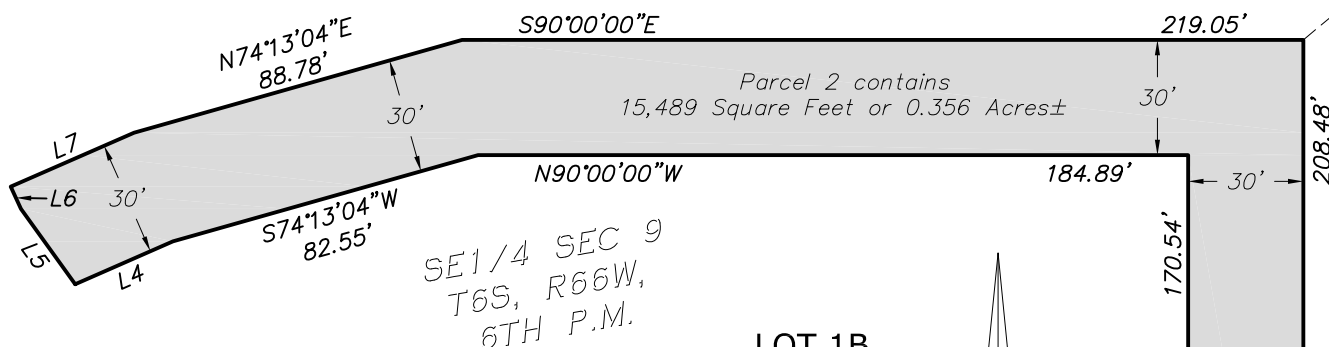
PONDEROSA DRIVE
 (70' PUBLIC R.O.W., REC. NO. 2007029975)
 $R=635.00'$ $\Delta=73^{\circ}03'08''$ $L=809.63'$
 $CHB=N53^{\circ}46'18''E$ $CH=755.89'$

$S89^{\circ}42'08''E$ 195.81'

North line of Lot 1B

NOTE: See sheet 7 of 7
 for line & curve tables.

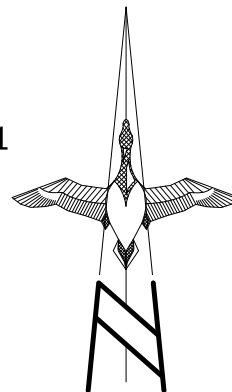
$N50^{\circ}09'21''E$, 109.54'
 (tie-line to the Point
 of Tangency in the
 East line of Lot 1B)



Parcel 2 contains
 15,489 Square Feet or 0.356 Acres±

SE 1/4 SEC 9
 T6S, R66W,
 6TH P.M.

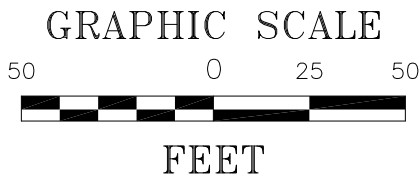
PARKER AUTO PLAZA
FILING NO. 2, 2ND
AMENDMENT
 (REC. NO. 2015019929)



**LOT 1B
 BLOCK 1**

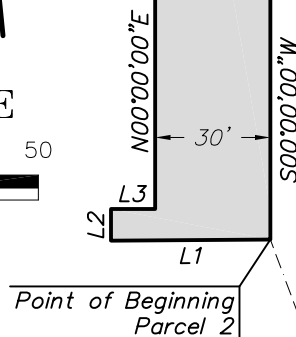
South line of Lot 1B
 $N89^{\circ}57'53''W$ 438.64'

Inside West
 corner Lot 1B



**LOT 1C
 BLOCK 1**

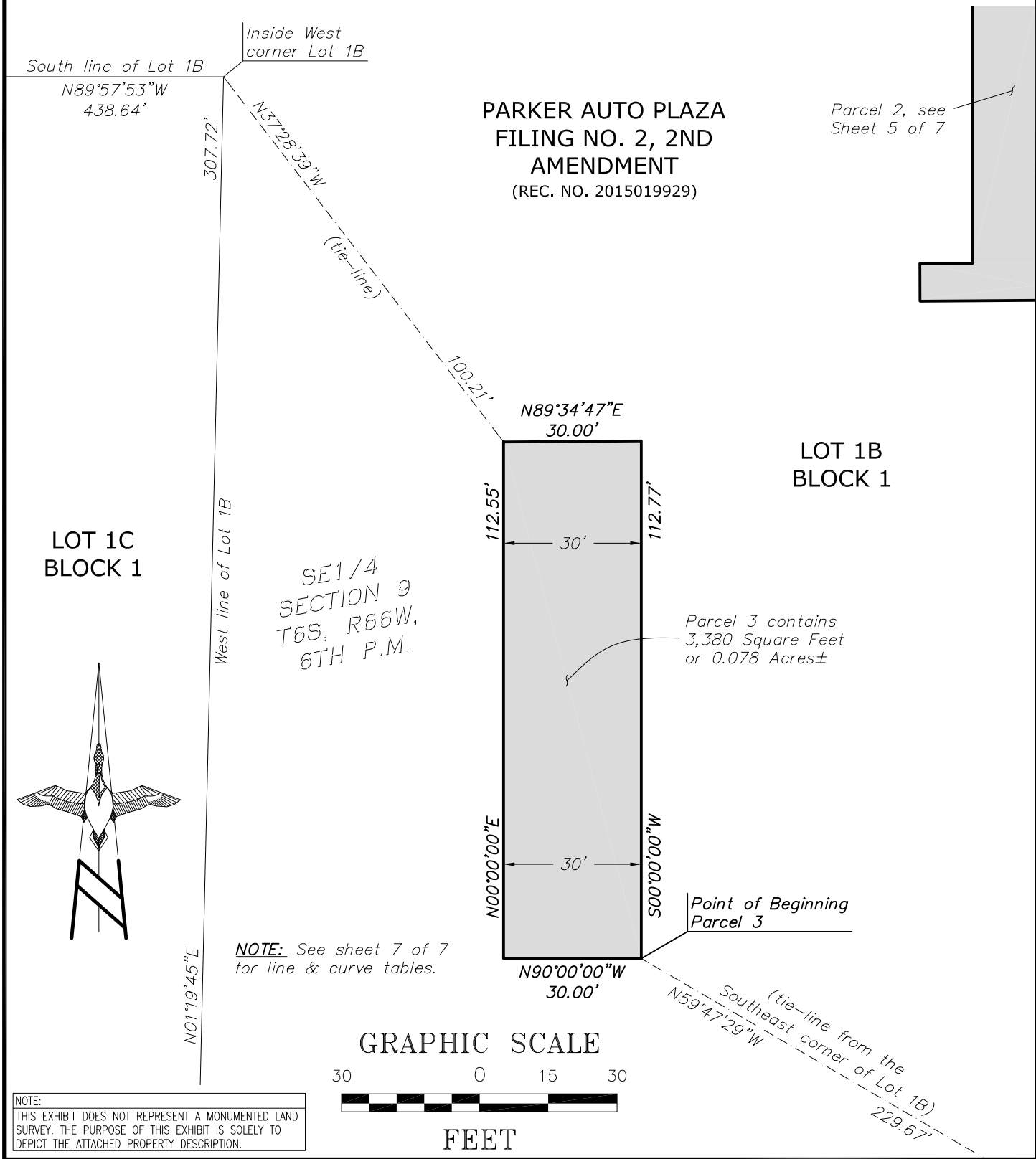
West line of Lot 1B
 $N01^{\circ}19'45''E$ 307.72'



$N20^{\circ}23'36''W$, 276.40'
 (tie-line from the
 Southeast corner of
 Lot 1B)

NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION



NOTE: See sheet 7 of 7 for line & curve tables.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. THE PURPOSE OF THIS EXHIBIT IS SOLELY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

EXHIBIT TO ACCOMPANY PROPERTY DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°34'47"W	41.48'
L2	N00°09'12"W	8.24'
L3	S90°00'00"E	11.50'
L4	S66°18'58"W	27.81'
L5	N35°46'32"W	24.17'
L6	N24°31'32"W	6.36'
L7	N66°18'58"E	35.04'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CH BEARING	CHORD
C1	15.00'	90°00'00"	23.56'	S44°42'08"E	21.21'