

Chuck Broerman
09/08/2021 02:30:26 PM
Doc \$0.00 8
Rec \$48.00 Pages

El Paso County, CO



221169226

WATER AND SANITARY SEWER EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **FALCON FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is 7030 Old Meridian Road, Falcon, CO 80831 (the "Grantor"), hereby grants, bargains, sells and conveys to **WOODMEN HILLS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 8046 Eastonville Road, Peyton, CO 80831 ("WHMD"), its successors and assigns, a variable width perpetual non-exclusive easement (the "Easement") to own operate, maintain, repair, replace and/or remove certain underground water and sanitary sewer improvements and appurtenances thereto, including but not limited to surface appurtenances such as manholes, hydrants, and valve boxes (the "Improvements") in, to, through, over, under and across a parcel of real property located in El Paso County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"). The Easement is granted by the Grantor and is accepted by WHMD pursuant to the following terms and conditions:

1. WHMD, its agents, successors and 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 operation, maintenance, repair, replace and/or removal of the Improvements. In addition, WHMD, its agents, successors and assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Grantor's adjoining property as shown in Exhibit A (the "Grantor's Property") in order to access the Premises.

2. Except for existing landscaping, curbing, sidewalks and surface parking, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, fence, pole, mailbox or sign, whether temporary or permanent on any part of the Premises. Any structure or building, street light, power pole, yard light, fence, pole, mailbox or sign, or any other item whether temporary or permanent, placed on the Premises by Grantor subsequent to the date hereof without WHMD's consent may be removed by WHMD at the expense of Grantor without liability to WHMD.

3. Upon completion of its activities, WHMD, shall restore the Premises to its original state as nearly as reasonably practicable, including the surface of the ground and any landscaping, curbing, sidewalks and surface parking, to the condition it was in immediately prior to WHMD activity, except as necessarily modified to accommodate the Improvements.

4. WHMD shall have the right, subject to the Grantor's prior approval, and upon reasonable notice, to use a designated portion of the Grantor's Property during maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however, that such activities shall not interfere with Grantor's use and enjoyment of the Grantor's Property for 24 hour unlimited access by emergency vehicles and for 24 hour unlimited fire protection and emergency response operations. Grantor's prior approval as contemplated herein shall not be unreasonably withheld.

5. WHMD shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Easement Agreement, the Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements or otherwise interfere with the exercise of WHMD's rights as provided herein.

6. It is expressly acknowledged and agreed that WHMD shall have the right and authority to assign the Easement or grant licenses therein to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by WHMD herein. In addition, WHMD shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of operation, maintenance, repair, replacement and/or removal of the Improvements consistent herewith.

7. WHMD agrees that at such time and in the event that the Improvements and/or Easement described herein are abandoned by WHMD and any assignee under paragraph 6 hereof by written notice to Grantor by WHMD, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its successors and/or assigns.

8. Grantor warrants that it has good, sure, and marketable title to the Property in fee simple, and has good right, full power and lawful authority to enter into this Easement Agreement. The Grantor further promises and agrees to warrant and forever defend WHMD in the exercise of WHMD's rights hereunder against any defect in the Grantor's title to the Premises and the Grantor's right to make the grant herein described. The Grantor specifically agrees to indemnify and hold harmless from and against any and all loss, cost, damage, expense and liability, including attorneys' fees and expenses that may be incurred by or asserted, claimed or charged against WHMD in the event that any beneficiary of a deed of trust or holder of the indebtedness secured thereby obtains fee title to the Premises, whether by foreclosure, deed in lieu of foreclosure, or other means.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective successors and assigns of the Grantor and WHMD.

10. Nothing contained in this Easement Agreement shall be construed to constitute a waiver by Grantor or WHMD of the protections, defenses, and immunities, afforded under the Colorado Governmental Immunity Act or any statute superseding the Act, or the protections, defenses and immunities of the Colorado Constitution.

11. This Easement Agreement represents the entire agreement between the parties with respect to the subject matter herein. Any amendment or waiver of the provisions herein shall be in writing signed by the parties hereto.

12. This Easement Agreement shall be recorded in the real property records of El Paso County, Colorado at the sole cost and expense of the WHMD.

13. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado and jurisdiction and venue shall be El Paso County, Colorado.

14. This Easement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

15. The enforceability, invalidity or illegality of any provision of this Easement Agreement shall not render the other provisions of this Easement Agreement unenforceable, invalid, or illegal, but rather the unenforceable, invalid or illegal provisions of this Easement Agreement shall be deemed severed and deleted from this Easement Agreement and this Easement Agreement shall remain in full force and effect to the greatest extent permitted by applicable law.

16. The rights and responsibilities set forth in this Easement Agreement are intended to be covenants on the Premises and are to run with the land until the Easement is abandoned or terminated pursuant to the terms set forth herein.

ACCEPTANCE BY WHMD:

Upon execution below by an authorized representative of WHMD, Woodman Hills Metropolitan District hereby accepts the grant of Easement made pursuant to this Easement Agreement.

**WOODMEN HILLS METROPOLITAN
DISTRICT**

By: 3056
Its: PRESIDENT, WHMD B.O.D

Date: 3 SEPTEMBER, 2021

FALCON STATION 1
WOODMEN HILLS
Project No. 08055
June 26, 2009
Sheet 1 of 2**EXHIBIT "A"**

PROPERTY DESCRIPTION: A tract of land in the Northwest Quarter of Section 31, Township 12 South, Range 64 West of the 6th P.M., being a portion of Tract 36, WOODMEN HILLS FILING NO. 11 (Reception No. 202145126, El Paso County, Colorado, records), in El Paso County, Colorado.

EXHIBIT "B"**LEGAL DESCRIPTION: PUBLIC UTILITY EASEMENT**

A variable-width PUBLIC UTILITY EASEMENT over and across a portion of the Northwest One-Quarter of Section 31, Township 12 South, Range 64 West of the 6th P.M., also being a portion of Tract 36, WOODMEN HILLS FILING NO. 11 (Reception No. 202145126, said El Paso County, Colorado records), situate in El Paso County, Colorado, intended to envelop public utility mains and associated above and/or below ground components, described as follows:

Commencing at the Southwest corner of said Tract 36 (all bearings in this description are relative to those platted in said FILING); thence Northeasterly on a non-tangent curve to the right and along a Westerly line of said Tract 36, said curve having a central angle of 07°19'30", a radius of 125.00 feet, an arc length of 15.98 feet (the chord to said curve bears N17°32'23"E, a distance of 15.97 feet); thence N21°12'07"E along said Tract 36's Westerly line, 4.99 feet to a point on a Northerly line of that twenty (20) foot wide Public Utilities, Improvement and Drainage Easement as platted within said FILING; thence S88°55'42"E along said Easement's Northerly line, 88.59 feet to the Point of Beginning of the EASEMENT herein described; thence continue S88°55'42"E along said Northerly line, 38.02 feet; thence N10°43'38"E, 207.45 feet; thence N08°59'39"W, 31.78 feet; thence S81°00'21"W, 12.64 feet; thence N08°59'39"W, 88.37 feet; thence N36°00'21"E, 31.72 feet; thence N81°00'21"E, 90.87 feet; thence S08°59'39"E, 53.50 feet; thence N81°00'21"E, 20.00 feet; thence N08°59'39"W, 53.50 feet; thence N81°00'21"E, 20.90 feet; thence on a curve to the right, said curve having a central angle of 07°59'19", a radius of 990.00 feet, an arc length of 138.03 feet; thence N88°59'40"E, 45.54 feet to a point on a Westerly line of said FILING's twenty (20) foot wide Public Utilities, Improvement and Drainage Easement; thence Northwesterly on a non-tangent curve to the right and along said Easement's Westerly line, said curve having a central angle of 00°15'36", a radius of 1822.38 feet, an arc length of 8.27 feet (the chord to said curve bears N03°17'07"W, a distance of 8.27 feet); thence Northerly on a non-tangent curve to the right and along said Westerly line, said curve having a central angle of 00°22'03", a radius of 1829.98 feet, an arc length of 11.74 feet (the chord to said curve bears N00°36'10"W, a distance of 11.74 feet); thence S88°59'40"W, 45.30 feet; thence on a curve to the left, said curve having a central angle of 07°59'19", a radius of 1010.00 feet, an arc length of 140.82 feet; thence S81°00'21"W, 140.05 feet; thence S36°00'21"W, 48.28 feet; thence S08°59'39"E, 115.63 feet; thence S11°22'32"W, 214.88 feet to the Point of Beginning and the terminus point of this description.

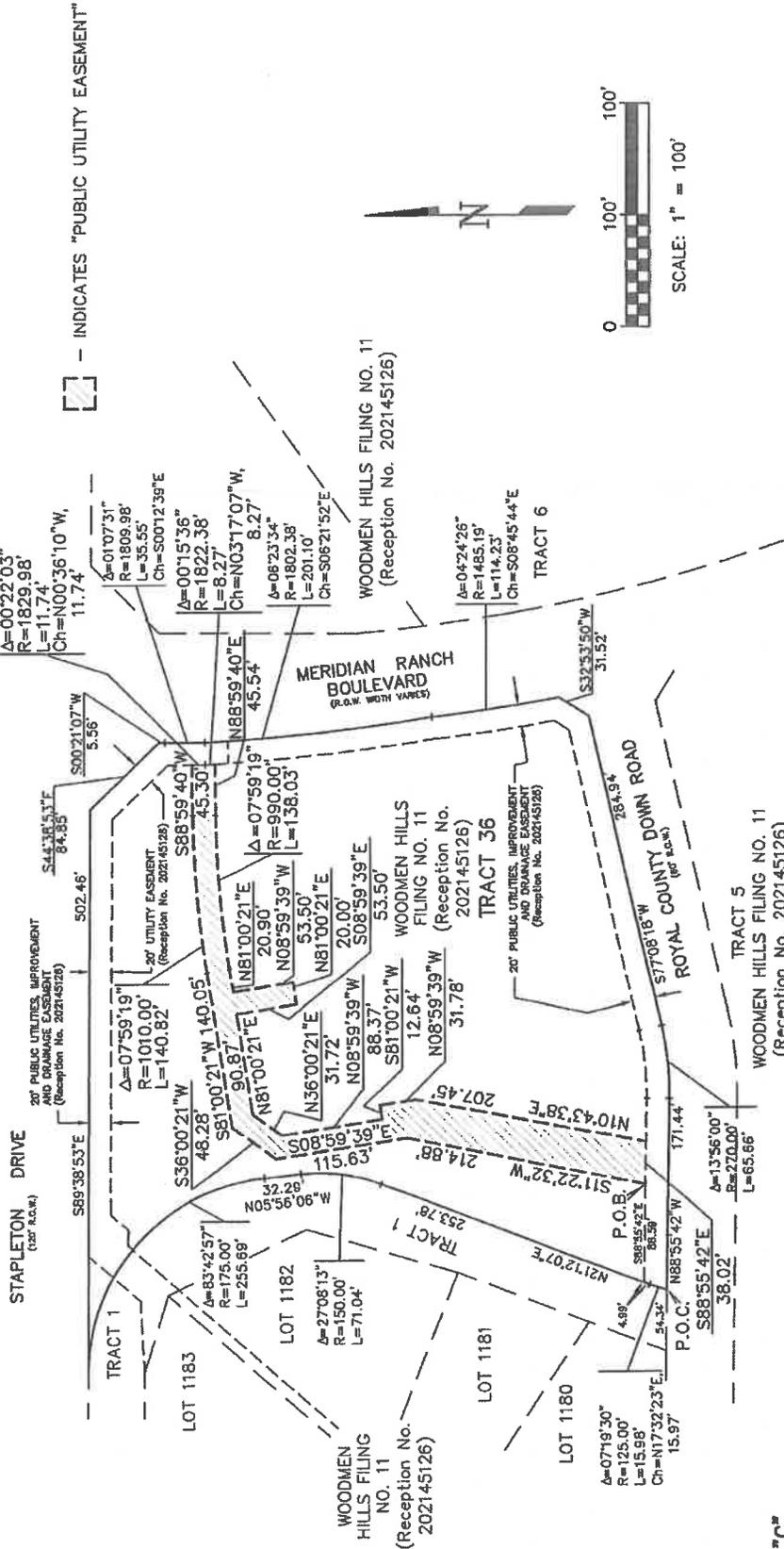
SURVEYOR'S STATEMENT: I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION and EXHIBIT were prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, are correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

LEGAL DESCRIPTION EXHIBIT

A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO

TRACT F
 MERIDIAN RANCH FILING NO. 4
 (Reception No. 206035124)



□ — INDICATES "PUBLIC UTILITY EASEMENT"

EXHIBIT "C"
 SHEET 2 OF 2

Land Development Consultants, Inc.
 PLANNING • LANDSCAPE ARCHITECTURE
 ENGINEERING • SURVEYING
 www.ldc-inc.com • TEL: (719) 639-8100 • FAX: (719) 639-8866
 2850 SERENOPITY CIRCLE WEST • COLORADO SPRINGS, CO 80917

NOTE: This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

| REVISIONS | |
|-----------|-------------|
| NO. | DESCRIPTION |
| | |
| | |
| | |
| | |

| | | | | | |
|-------------|-------|-------------|-----|-----------|------------|
| PROJECT NO. | 08055 | DRAWN BY: | RDG | DATE: | 06/24/09 |
| NO. | | CHECKED BY: | DVH | REF. NO.: | 08055-EX13 |

P:\080000055 From Eamon 1 Woodmen Hills Survey\080000055-EX13.dwg