

WATER LINE IMPROVEMENT EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the “Agreement”) is granted this ____ day of _____, 2023, by Falcon Latigo LLC (“Grantor”) a limited liability corporation of the State of Colorado, and Meridian Service Metropolitan District (“Grantee”), a quasi-municipal corporation and political subdivision of the State of Colorado, (each a “Party” and collectively the “Parties”).

WHEREAS, Grantee desires to construct water line improvements, and related facilities and appurtenances (“Improvements”) in or upon certain real property owned by Grantor and situated in El Paso County, Colorado, which real property is more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (along with appurtenances thereto, the “Easement Property”);

WHEREAS, Grantor desires to grant a permanent easement to Grantee in the Easement Property, subject to the terms and provisions hereof.

NOW THEREFORE, 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 by Grantor, Grantor hereby grants, bargains, sells, and conveys to Grantee the following easement:

1. Grant of Easement. Grantor hereby grants to Grantees and their successors and assigns a perpetual, non-exclusive easement (“Easement”) in, to, through, over, across, upon, under and along that portion of the Property described in **Exhibit B**, attached hereto and incorporated herein by this reference (the “Water Line”) for the purpose of Grantee’s installation, construction, reconstruction, operation, maintenance, repair, relocation, removal, and abandonment in place, of the Improvements as required by Grantee from time to time. Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Property for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement.

2. Grantee’s Covenants. Grantee hereby covenants and agrees in favor of Grantor and Grantor’s heirs, successors, and assigns:

A. Grantee shall protect the Easement Property and the adjacent lands of Grantor 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 keep all of the Easement Property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials resulting from Grantee’s activities. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property. Upon completion of any of its activities that disturb the surface of the Easement Property, Grantee shall, at its expense, restore the Easement Property to substantially the condition it was in immediately prior to the initiation of such activities or subsequent restoration, except as otherwise provided herein or as necessarily modified to accommodate the Improvements.

B. In all activities undertaken on property belonging to Grantor, Grantee or its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees shall conduct and construct all work in a good and workmanlike manner. Notwithstanding any other provision herein, the acceptance of this Agreement shall not create any responsibility that does not otherwise exist by operation of law or by separate written agreement between Grantor and Grantee for Grantee to construct, maintain or repair the Improvements in or on the Easement Property.

3. Grantor's Covenants. Grantor hereby covenants and agrees in favor of Grantee and Grantee's successors and assigns:

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

B. To the fullest extent permitted by applicable law:

- i. Grantor warrants title to the Easement herein granted and conveyed to Grantee;
- ii. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances; and
- iii. Grantor agrees to protect and defend the title of Grantee to the Easement Property from and against all persons whomsoever.

C. Grantor warrants and guarantees that Grantor has the power and authority to grant the easement created by this Agreement.

4. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy do not impair the rights granted to Grantee pursuant to this Agreement. Grantee's rights hereunder are non-exclusive, and Grantor shall have the authority to grant other easements or rights to use the Easement Property, so long as it does not impair the rights granted to Grantee.

5. Grantor's Indemnification. Grantor agrees, and hereby does, to the fullest 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. Subjacent and Lateral Support. Grantee 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. Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

B. Binding Effect - Runs With Land. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee. This Easement shall run with the Easement Property and be binding upon Grantor's successors and assigns.

C. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive venue for any action relating to this Agreement shall be with the District Court of El Paso County, Colorado.

D. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

E. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Assignment. Grantee shall have the right and authority to assign to any appropriate local governmental entity, including a special district, or to any public utility provider any and all rights to use, and all obligations associated with, the Easement and the Easement Property as are granted to and accepted by the Grantee herein.

G. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

H. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid addressed to:

If to Grantor:

Falcon Latigo LLC

If to Grantee:

Meridian Service Metropolitan District
Attn: General Manager
11886 Stapleton Drive,
Falcon, CO 80831

I. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

J. No Third Party Beneficiary. The Parties enter into this Agreement for the sole benefit of the Parties, to the exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Agreement.

K. Recording. This Agreement shall be recorded in the official records of the El Paso County Clerk and Recorder upon full execution.

L. Abandonment. In the event that Grantee shall determine to abandon the rights granted to it hereunder, it shall notify Grantor or its heirs, successors and/or assigns in writing. Upon receipt by Grantor of such written notification, all right, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement Property, as the same may then be, free from the rights of Grantee so abandoned and Grantee shall take all steps as are necessary to transfer, convey or dedicate all of the Improvements to Grantor. Grantor shall record such documents as are necessary to evidence such termination of this Agreement. Because of the potentially infrequent nature of Grantee's use of the Easement, mere non-use of the Easement Property shall not constitute abandonment, notwithstanding the duration of such non-use.

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

GRANTOR:

Falcon Latigo LLC

_____ of the State of Colorado

By: _____,
_____, President

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by _____ as _____ of Falcon Latigo LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE:

Meridian Service Metropolitan District,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Milton B. Gabrielski, President

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by _____, as President of the Board of Meridian Service Metropolitan District.

WITNESS my hand and official seal.

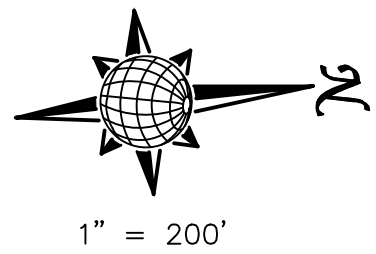
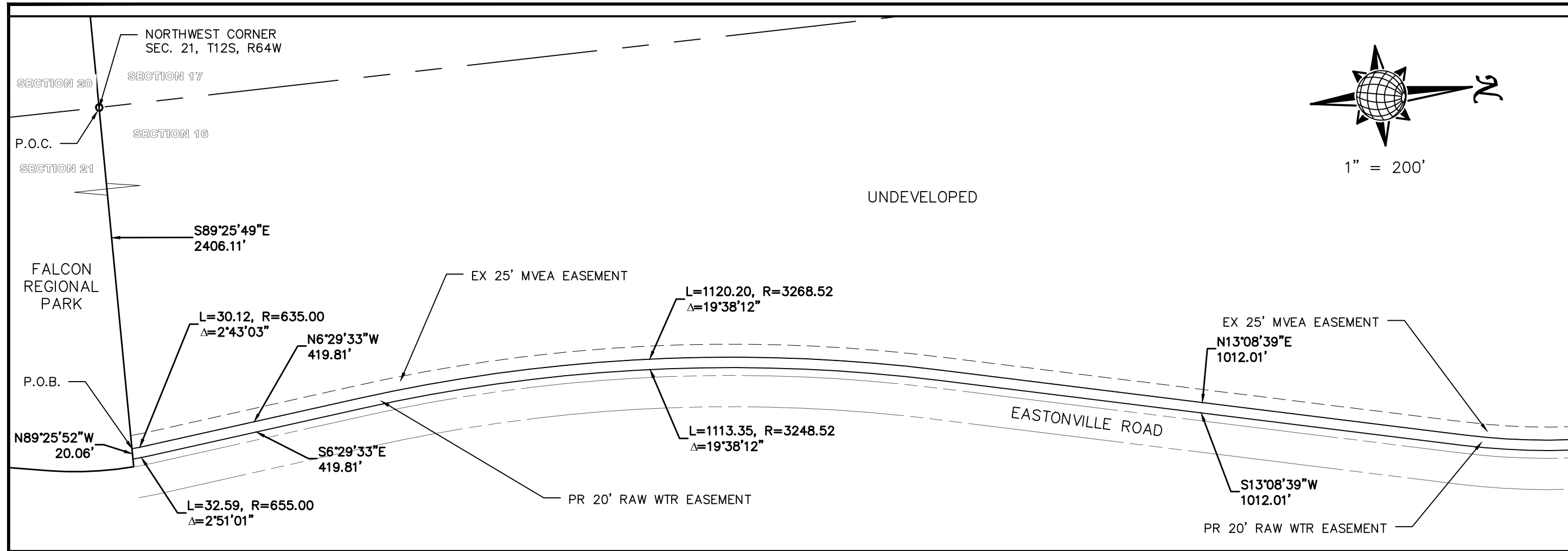
My commission expires: _____

Notary Public

EXHIBIT A

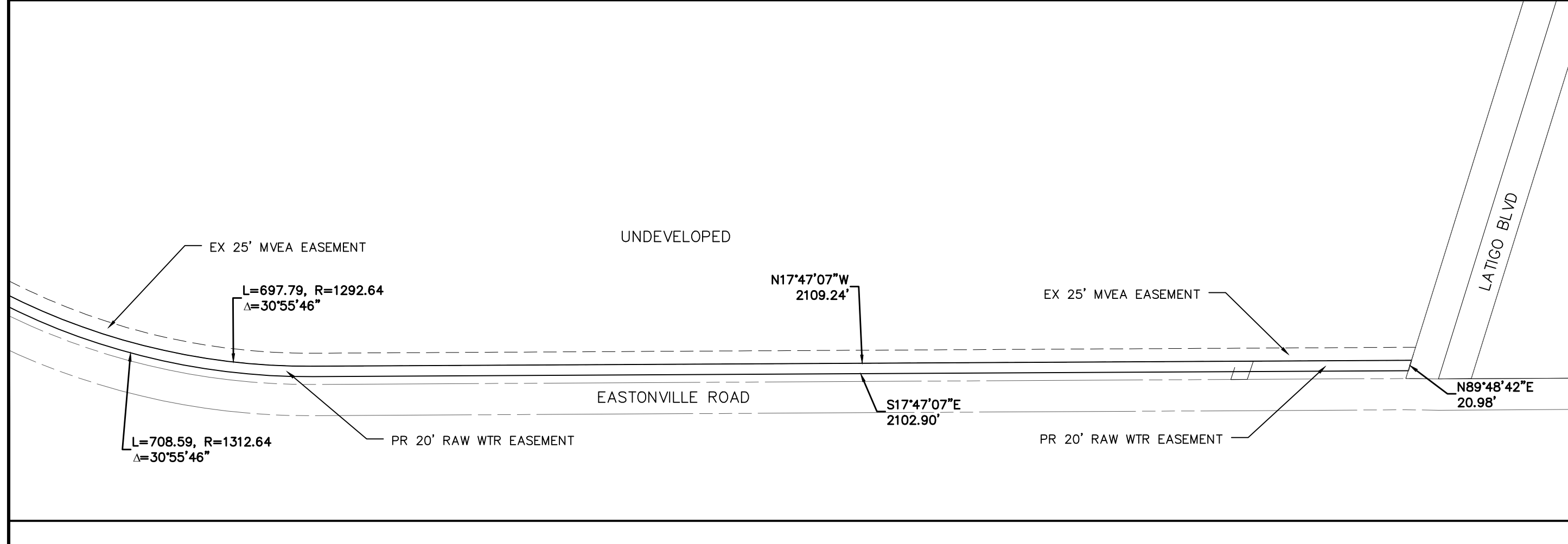
Grantor to provide legal description of the Property.

S:\OneDrive\Civil\Proj\Latigo\dwg\EXHIBITS\EASEMENTS\PR EASEMENT - LATIGO-EASTONVILLE RAW WM.dwg - 2/16/2023 2:30:00 PM



MERIDIAN SERVICE METRO DISTRICT
 11886 STAPLETON DRIVE
 FALCON, CO 80831
 TELEPHONE: 719.495.6567
 FAX: 719.495.3349

MSMD EASTONVILLE RAW WATERMAIN
 LATIGO TRAILS
 EXHIBIT B



Scale	200	Drawn by	TAK
Sheet Number	1	Checked by	TAK
		Date	FEB 2023

EXHIBIT B

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 16 IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21 IN TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S89°25'49"E, 2406.11 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE EXISTING 25' WIDE MOUNTAIN VIEW ELECTRIC ASSOCIATION (MVEA) EASEMENT RECORDED WITH RECEPTION NO. 221000551, EL PASO COUNTY RECORDS

THE FOLLOWING SIX COURSES ARE ON THE EASTERLY LINE OF SAID MVEA 25' WIDE EASEMENT:

1. THENCE ON THE ARC OF OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 635.00 FEET, A DELTA ANGLE OF 02°43'03", AN ARC LENGTH OF 30.12 FEET, WHOSE LONG CHORD BEARS N05°08'01"W, A DISTANCE OF 30.12 FEET;
2. THENCE N06°29'33"E, 419.81 FEET TO A CURVE TO THE RIGHT;
3. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 3268.52 FEET, A DELTA ANGLE OF 19°38'12", AN ARC LENGTH OF 1120.20 FEET, WHOSE LONG CHORD BEARS N03°19'33"E, A DISTANCE OF 1114.73 FEET;
4. THENCE N13°08'39"E, 1012.01 FEET TO A CURVE TO THE LEFT;
5. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1292.64 FEET, A DELTA ANGLE OF 30°55'46", AN ARC LENGTH OF 697.79 FEET, WHOSE LONG CHORD BEARS N02°19'14"W, A DISTANCE OF 689.35 FEET;
6. THENCE N17°47'07"W, 2109.24 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LATIGO BLVD;
7. THENCE ON SAID RIGHT OF WAY LINE N89°48'42"E, 20.98 FEET;
8. THENCE S17°47'07"E, 2102.9 FEET TO A CURVE TO THE RIGHT;
9. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 1312.64 FEET, A DELTA ANGLE OF 30°55'46", AN ARC LENGTH OF 708.59 FEET, WHOSE LONG CHORD BEARS S02°19'14"E, A DISTANCE OF 700.02 FEET;
10. THENCE S13°08'39"W, 1012.01 FEET TO A CURVE TO THE LEFT;
11. THENCE ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 3248.52 FEET, A DELTA ANGLE OF 19°38'12", AN ARC LENGTH OF 1113.35 FEET, WHOSE LONG CHORD BEARS S03°19'33"W, A DISTANCE OF 1107.91 FEET;
12. THENCE S06°29'33"W, 419.81 FEET TO A CURVE TO THE RIGHT;
13. THENCE ON THE ARC SAID CURVE TO THE LEFT, HAVING A RADIUS OF 655.00 FEET, A DELTA ANGLE OF 02°51'01", AN ARC LENGTH OF 32.59 FEET, WHOSE LONG CHORD BEARS N05°08'01"W, A DISTANCE OF 30.12 FEET;
14. THENCE S05°04'02"E, 32.58 FEET TO THE TRUE POINT OF BEGINNING;

THE ABOVE PARCEL CONTAINS A TOTAL OF 2.474 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW ¼ OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 64 WEST OF THE 6TH P.M., ASSUMED TO BEAR S89°25'42"E FROM THE SOUTHWEST CORNER OF SAID SECTION 29 (A STONE W/SCRIBED "X") TO THE SOUTH QUARTER CORNER OF SAID SECTION 29 (3.25" ALUM. CAP LS #30087).

2

SCALE: NA
DATE: FEB 2023
DRAWN: TAK
CHECK: JN

MSMD EASTONVILLE RAW WM
LATIGO TRAILS EASEMENT
EXHIBIT B

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444