

EASEMENT AGREEMENT  
Tract A in Highlands Ranch Filing No. 118-S

THIS EASEMENT AGREEMENT ("Agreement"), made and entered into to be effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between DOUGLAS COUNTY SCHOOL DISTRICT RE 1., a political subdivision, whose address is 620 Wilcox, Castle Rock, Colorado 80104, hereinafter called "Grantor", and HIGHLANDS RANCH METROPOLITAN DISTRICT, a Colorado quasi-municipal corporation, whose address is 62 Plaza Drive, Highlands Ranch, Colorado 80129 hereinafter called "District" or "Grantee".

The parties covenant and agree as follows:

1. Easement Property. The Easement (as hereinafter defined) is located over, across, and through that portion of the Grantor's property more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Easement Property").
2. Consideration. Grantor makes this grant as a gift without consideration other than the keeping by Grantee of the covenants and agreements herein contained.
3. Grant of Easement. Grantor hereby grants to Grantee and its agents, employees, and contractors, a non-exclusive easement (the "Easement") over, across, and through the Easement Property to construct, install, maintain, remove, replace, and repair sidewalk improvements ("Improvements") and for ingress and egress over the Easement Property to the real property known as Tract A in Highlands Ranch Filing No. 118-S.
4. Obligation to Repair. In the event Grantee damages the Easement Property, Grantee shall restore it near as reasonably possible to the condition that existed before Grantee's activities.
5. 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 in this Grant. Grantee's rights hereunder are non-exclusive and Grantor shall have full right and authority to grant other easements or rights to use the Easement Property as will not impair Grantee's rights under this Grant.
6. Abandonment. In the event that Grantee shall abandon the rights granted to it under this Agreement, all right, title, and title 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. Failure to use the Improvements for a period of two (2) years or more shall constitute evidence of abandonment.
7. Binding Effect. This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto. The terms, covenants, agreements, and conditions in this Grant shall be construed as covenants running with the land.

8. Maintenance. Grantee at Grantee expense shall construct, install, maintain, remove, replace and repair the Improvements in a good and workmanlike manner and in accordance with applicable law.

9. Notice. Grantee shall notify Grantor in writing a minimum of fourteen (14) days prior to entering the Easement Property to commence construction of the Improvements or to perform any construction, installation, maintenance, removal, replacement, or repair activities, except in the event of an emergency, snow removal and sweeping, in which case notice shall be provided as soon as practicable. Such notice shall be in writing to the following:

Douglas County School District RE-1  
Attn: Planning Manager  
620 Wilcox  
Castle Rock, Colorado 80104

10. Insurance. Grantee will secure and maintain commercial general liability insurance sufficient to cover any liability for the actions of the Grantee, its agents, employees, and contractors in the Easement Property, in an amount determined in the reasonable discretion of Grantee and, upon request of Grantor, Grantee shall provide Grantor with evidence of such insurance.

11. No Waiver of Governmental Immunity. The parties, and their respective commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

12. Recording. Upon full execution hereof, Grantee shall record this Agreement in the real property records of Douglas County, Colorado.

13. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

14. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

15. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Agreement, all of which are merged herein.

16. Amendment. Any amendment shall be in writing and signed by both parties.

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

GRANTOR:  
DOUGLAS COUNTY SCHOOL DISTRICT RE 1

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Colorado     )  
                                          )  
County of Douglas    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as \_\_\_\_\_ for DOUGLAS COUNTY SCHOOL DISTRICT RE 1.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:  
HIGHLANDS RANCH METROPOLITAN  
DISTRICT

ATTEST:

By: \_\_\_\_\_  
Name: Jeffrey B. Case  
Title: Director of Public Works

By: \_\_\_\_\_  
Name: Michael Renshaw  
Title: General Manager

State of Colorado     )  
                                  ) ss  
County of Douglas    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jeffrey B. Case as Director Public Works and Michael Renshaw as General Manager for Highlands Ranch Metropolitan District.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
62 Plaza Drive, Highlands Ranch, CO 80129

EXHIBIT A  
EASEMENT PROPERTY

See attached PDF

4828-4945-6629, v. 1