

EASEMENT AGREEMENT AND DEED

This Easement Agreement and Deed ("Easement Agreement") is made and entered into this ____ day of May 2012, by and between Indian Creek Ranch Improvement Association, Inc., a nonprofit corporation, whose address is P.O. Box 96, Sedalia, CO 80135 ("Grantor"), and West Douglas County Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is P.O. Box 408, 4037 North Platte Avenue, Sedalia, CO 80135 ("Grantee").

RECITALS

A. Indian Creek Ranch Improvement Association, Inc. ("ICRIA") is the homeowner association for the Indian Creek Ranch subdivision ("Subdivision"), a residential subdivision located in Douglas County, Colorado.

B. Grantor is the owner in fee simple of certain real property in Douglas County, Colorado which totals approximately 105.04 acres, more particularly described as

Tract A and most of Tract B, Indian Creek Filing No. 5, Douglas County, Colorado

(the "Property").

C. The Property is the common area for the Subdivision and contains improvements consisting of a two story building ("Clubhouse") together with parking areas, landscaping, a septic system, outbuildings and an access drive to Cherokee Drive (collectively "Association Improvements").

D. The Subdivision is located within the boundaries of West Douglas County Fire Protection District ("WDCFPD"), and the WDCFPD provides fire fighting and emergency medical services for the area.

E. The WDCFPD currently utilizes the lower level of the Clubhouse as a fire station, commonly known as Fire Station #3, to provide fire fighting and emergency medical services for the area, including the Subdivision. The Subdivision benefits from Fire Station #3 being located on the Property.

F. The parties desire that the WDCFPD expand and improve its ability to provide fire fighting and emergency medical services for the area and desire that the existing fire station be expanded and improved. The WDCFPD intends to expand and improve the fire station through the construction of a 2,550 square foot single-story building immediately adjacent to and connected with the Clubhouse, for use as a three-truck bay to park emergency vehicles, and to improve the interior of the lower level of the Clubhouse for use as a fire station kitchen, offices, meeting rooms, and storage. The WDCFPD also intends to construct an access drive and parking area. Hereafter, the improvements and use contemplated by the WDCFPD shall be referred to as Fire Station #3.

G. The parties desire that the WDCFPD will develop, construct, operate, and use portions of the Property as a fire station, and subject to certain conditions as specified herein, ICRIA will grant perpetual, non-exclusive easements in gross to the WDCFPD to accomplish that purpose.

H. The parties desire to make certain mutual provisions for construction, maintenance, operation and use of the Association Improvements and Fire Station #3, and to make certain other covenants and agreements as hereinafter more specifically set forth.

I. The parties have also agreed that the ICRIA will be able to use a portion of the Building for ICRIA storage. The terms, conditions, and rights and obligations between the parties concerning this storage are set forth in a separate agreement between the parties.

AGREEMENT AND DEED

I. EASEMENTS

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements on the part of each party to the other, as hereinafter set forth, IT IS AGREED, as follows:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, and conveys to Grantee, its successors, and assigns, subject to the terms and conditions provided herein, the easements contained herein. As further consideration, the easements are granted by Grantor, and are accepted by Grantee, pursuant to the terms and conditions contained in this Easement Agreement.

1. Grantor grants to Grantee a perpetual non-exclusive easement in gross ("Easement") in, over, under, and through the real property located within Douglas County, Colorado, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Easement Premises"), to install, construct, reconstruct, operate, use, maintain, repair, replace, and/or remove an approximately 2,550 square foot fire station facility building owned by the WDCFPD (hereafter "Building"), of which Building WDCFPD shall have exclusive use thereof, together with a parking area and access drive, retaining walls and water quality and detention pond, and related facilities and appurtenances thereto, including underground utilities to serve same (collectively the Building and all other improvements shall be referred to as the "Improvements").

2. Grantee is hereby granted exclusive use of the interior portion of the lower level (first story) of the Clubhouse for Grantee's use and benefit as a fire station. Such interior portion is hereafter referred to as "Clubhouse Lower Level." Use and benefit of the Clubhouse Lower Level as a fire station may include, but is not limited to, the construction, repair, replacement, renovation, removal, maintenance, operation, and use of meeting rooms, offices, kitchens, storage areas, and related facilities and appurtenances thereto.

3. Grantee is hereby granted the right to have the Building abut and attach to the Clubhouse in the location and manner as shown on the Site Improvement Plan attached as Exhibit B. This right includes the right to construct interior doorways and passages between the Building and the Clubhouse Lower Level. Any change in the manner or location of such attachment from that shown on Exhibit B shall be subject to Grantor's prior approval of the plans for such attachment, in Grantor's sole and absolute discretion. The easements as provided in this paragraph shall continue so long as the Building (and the reconstruction and/or replacement thereof) reasonably requires or benefits from the same.

4. Grantee is hereby granted the right of subjacent and lateral support for the Improvements. It is specifically agreed between the parties that, except as provided in this Easement Agreement, Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

5. Grantee is hereby granted a perpetual, non-exclusive right of access across such portions of the Property adjacent to the Easement Premises as is reasonably necessary for Grantee's construction, reconstruction, use, operation, maintenance, repair, replacement, and/or removal of the Improvements.

6. The easements granted herein shall be used for purposes related to WDCFPD's use and operation of a fire station, and those uses and activities that are consistent with the purpose of this Easement Agreement. All uses of the easements granted hereunder shall be in compliance with the Location and Extent Application and the Site Plan as approved by Douglas County Planning Commission on February 13, 2012, a copy of which Site Plan is attached hereto as **Exhibit B** and incorporated herein by reference. Any uses, activities, buildings, structures or improvements on the Property that are inconsistent with the purpose of the Easement are prohibited. Grantee shall not be entitled to make any significant or material alterations, additions or changes to the exterior of the Building without Grantor's prior written consent.

7. Except as set forth herein, the Easement shall be for the nonexclusive use and benefit of Grantee, its successors, and assigns. Grantee agrees to undertake all activities authorized by this Easement Agreement in a manner that will not unreasonably interfere with Grantor's use of the Property.

8. Following the destruction, deterioration or obsolescence of any Improvements, Grantee may replace such Improvements with prior written notice to Grantor; provided, however, that the replacement Improvements shall serve the same function, be in the same location, and not exceed the height, mass or square footage of the Improvements being replaced.

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

10. The easements, rights and responsibilities set forth in this Easement Agreement are intended to be real covenants on the Property, and are to run with the land until the easements are extinguished pursuant to the terms set forth herein.

11. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions.

12. Subject to all easements and encumbrances shown in the public records, Grantor will warrant and defend the title to Grantee, its successors, and assigns against all persons claiming to hold title to the easements by, through, or under Grantor.

II. UTILITIES, MAINTENANCE, AND REPAIRS

13. Except as provided for herein, Grantee shall be responsible for the installation, maintenance and repair of separate utility lines and meters to serve the Improvements and the Clubhouse Lower Level.

14. Grantee is hereby granted the right to tie into and utilize Grantor's septic system, which is currently serving as the septic system for the Clubhouse. Grantor shall be responsible for routine maintenance of the septic system. "Routine Maintenance" shall mean that maintenance necessary for upkeep of the system or to address normal conditions of wear, such as pumping out the tank. Should the septic system require replacement or repair (including but not limited to tank failure, need for a new leach field, or replacement of pipes), the parties agree the share the costs of such replacement or repair equally.

15. Grantee shall, at its expense, maintain the exterior of the Building and the other Improvements in good order and repair. Grantee shall maintain the area in front of the Building truck bays and the Clubhouse Lower Level, including snow removal.

16. Except as otherwise provided herein, Grantor shall remain responsible for maintaining the Association Improvements and landscaping on the Property, including snow removal on the upper parking lot accessing the Clubhouse.

17. Following any construction, maintenance, or reconstruction, or repair of the Improvements, Grantee shall restore the surface of the unimproved portions of the Easement Premises as nearly as may be practical to the same condition as it was in immediately prior to such maintenance or other repair.

III. INDEMNIFICATION AND INSURANCE

18. Grantee hereby agrees to indemnify and hold harmless Grantor, its directors, members, officers, employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Grantee's use of the Property or activities under this Easement Agreement.

19. Grantee agrees to provide an insurance policy on the Building at its full replacement cost, protecting against fire and other hazards. Grantor shall not be obligated to provide any insurance coverage nor shall Grantor be liable for any of Grantee's personal

property, contents, improvements, or fixtures within the Building or Clubhouse. Grantee has been advised to seek its own insurance for such items.

20. Grantee shall keep in full force and effect, throughout the term of this Easement Agreement, at its sole expense, a liability insurance policy providing protection against claims for injuries, death or property damage arising out of the Grantee's use of or activities under this Easement Agreement. The limits of the liability shall not be less than \$1,000,000.00. As to all policies of liability insurance issued: (a) Grantor shall be listed as an additional insured, (b) Grantee shall provide 30 days notification to Grantor in the event of intended cancellation by the insurer, and (c) Grantee shall provide Grantor with a true copy of all such policies.

IV. TERMINATION

21. Upon the Permanent Closure of Fire Station #3, this Easement Agreement and the easements granted herein will terminate and all rights of Grantee will cease, except that for a period of three years after such Permanent Closure, Grantee may use the Building and Clubhouse Lower Level for storage of Grantee's equipment ("Storage Period"). After the conclusion of the Storage Period, Grantee will quietly deliver to Grantor possession of the Property, Clubhouse Lower Level, and the Improvements.

22. "Permanent Closure of Fire Station #3" means, for purposes of this Easement Agreement, the abandonment of the Building or Clubhouse Lower Level by Grantee, using the Building only for warehousing or storing firefighting equipment, or any failure of Grantee to: (i) actively respond to emergency calls from Fire Station # 3, (ii) maintain Fire Station #3 in good condition or repair, (iii) assign any firefighters or emergency personnel to Fire Station #3, or (iv) house operating emergency vehicles at Fire Station #3; and such storage use, abandonment, or failure continues for more than ten days following service of a written notice to Grantee of the same. If Grantee intends to permanently close Fire Station #3, they shall promptly provide notice of such intention with a closure date to Grantor.

23. Upon termination of this Easement Agreement, Grantor and Grantee agree that in further consideration of the easements granted to Grantee, the Improvements, improvements to the Clubhouse Lower Level, and all additions and appurtenances thereto shall become the property of Grantor, without the payment of additional consideration. Grantee agrees that upon termination, it shall execute a quit claim deed transferring the Improvements to Grantor, to memorialize the termination provisions contained in this Easement Agreement.

V. GENERAL CONDITIONS

24. **Notwithstanding any other provision of this Easement Agreement,** Grantor reserves and retains for its officers, employees and authorized representatives, the full and unrestricted right to enter the Building or the Clubhouse Lower Level in the case of emergency. Similarly, Grantee's officers, employees, and authorized representatives are granted the right to enter Grantor's portion of the Clubhouse (upper level) in the case of emergency. The parties shall make reasonable efforts to notify the other as soon as reasonably practicable that such emergency access is occurring or has occurred.

25. Grantor may sell, mortgage, bequeath or donate the Property. Any conveyance or encumbrance of the Property is subject to the terms of this Easement Agreement and all subsequent Owners or Mortgagees will be bound by all obligations in this Easement Agreement. No provision of this Easement Agreement should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such borrowing shall be subordinated to the easements created herein.

26. Grantee shall exercise the rights granted hereunder in a safe, quiet, and orderly manner in compliance with all applicable laws, ordinances, governmental regulations, covenants, conditions, and restrictions.

27. The WDCFPD volunteer firefighters will be able to use the upper level of the Clubhouse should a need arise for larger meeting space, provided such space is available and there are no conflicting events. Requests for such use shall be scheduled through the ICRIA Facilities Coordinator and all ICRIA policies, rules and regulations regarding use of the ICRIA clubhouse must be followed.

28. Grantee agrees to use reasonable efforts in the exercise of its rights and easements granted herein to avoid injury or damage to the Clubhouse and other Association Improvements resulting from the use of such easements. Grantee agrees to use reasonable efforts to exercise its rights and easements granted herein in a manner so as not to unreasonably interfere with Grantor's use and enjoyment of its Property.

29. If any clause, provision, subparagraph, or paragraph set forth in this Easement Agreement is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Grantor and Grantee hereto that the remainder of this Easement Agreement shall not be affected thereby.

30. The terms and provisions contained in this Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

31. In addition to other rights and remedies afforded the parties herein, violation or breach of any covenant or agreement herein contained, or of the terms of any easement herein granted, by either party shall give to the other party the right to seek injunctive relief from any court of competent jurisdiction to enjoin or compel the cessation of such violation or breach, and to seek damages therefor. All remedies provided herein at law and in equity shall be cumulative and nonexclusive.

32. Except as otherwise provided herein, this Easement Agreement may be modified, altered, amended or terminated only by written agreement of Grantor and Grantee, or their respective successors, and assigns.

33. The captions in this Easement Agreement have been inserted solely for convenience of reference, are not a part of this agreement and shall have no effect upon its construction or interpretation.

34. In the event that legal action is instituted to enforce any of the provisions of this Easement Agreement, the prevailing party shall recover from the non-prevailing party its reasonable attorney fees and court costs, as determined by the court.

35. Any notice, request or demand under this agreement shall be in writing and shall be deemed given, received and served (a) upon personal delivery, (b) on the third business day after mailing, postage prepaid, by registered or certified mail, return receipt requested, or (c) on the first business day after receipted delivery to a nationally recognized courier service which guarantees next-business-day delivery, delivery charges prepaid, in each case addressed as follows:

IF TO GRANTOR:

Indian Creek Improvement Association Board of Directors
P.O. Box 96
Sedalia Co 80135

IF TO GRANTEE:

West Douglas County Fire Protection District Board of Directors
P.O. Box 408
Sedalia, Colorado 80135

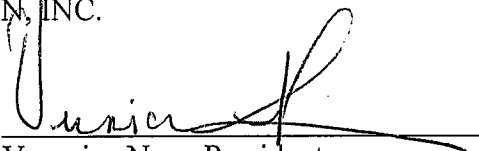
or at such other address as the parties may hereafter, from time to time, designate by written notice to the other parties, given in accordance herewith.

36. A fully executed copy of the Easement Agreement shall be recorded in the public records of Douglas County, Colorado. The cost of recording shall be shared equally by the parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed the day and year first appearing herein.

GRANTOR: INDIAN CREEK RANCH IMPROVEMENT ASSOCIATION, INC.

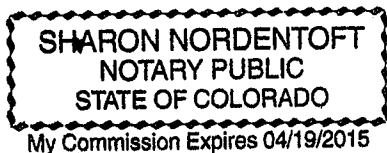
By: 
Veronica New, President

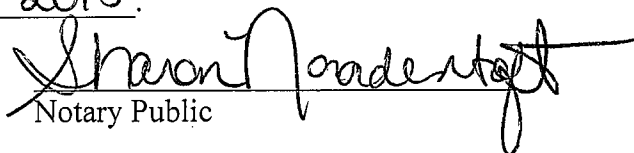
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of May 2012, by Veronica New, President of Indian Creek Ranch Improvement Association, Inc., as Grantor.

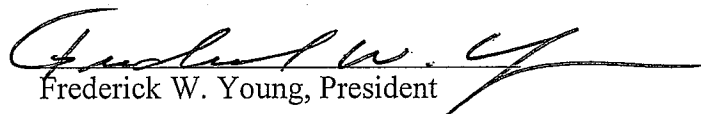
Witness my hand and official seal.

My commission expires: 4-19-2015.




Notary Public

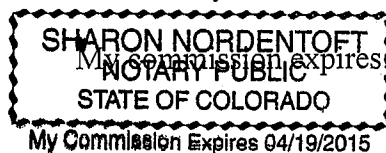
GRANTEE: WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT

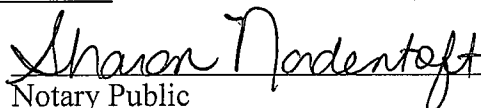
By: 
Frederick W. Young, President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25th day of May, 2012, by Frederick W. Young, the President of the West Douglas County Fire Protection District, as Grantee.

Witness my hand and official seal.

 4-19-2015.


Notary Public

List of Exhibits:

Exhibit A, Legal Description of Easement Premises and Plat Showing Easement Area (A-1)

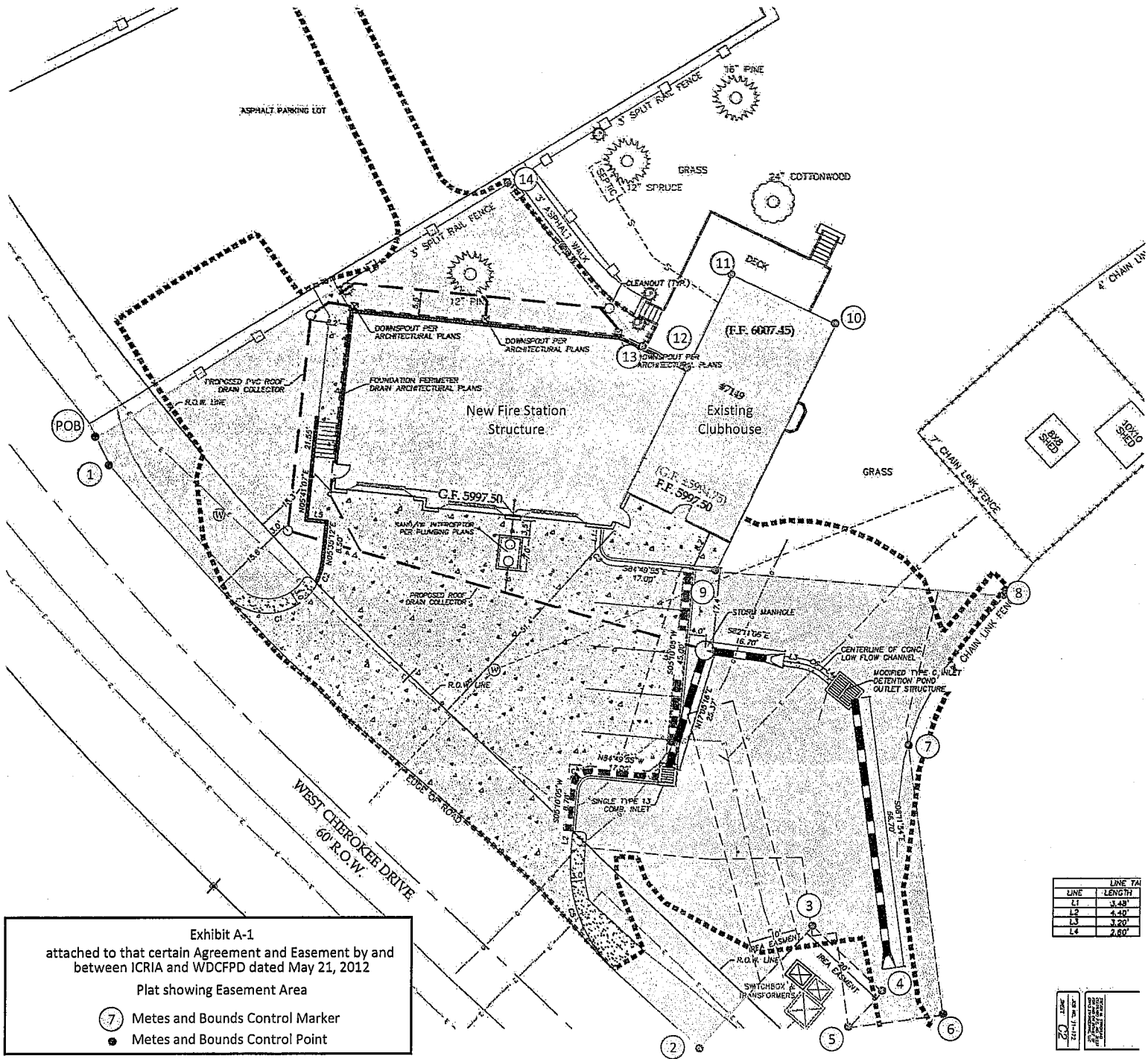
Exhibit B, Site Plan

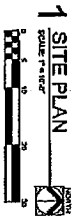
Exhibit "A"

Attached to and made part of that certain Easement Agreement by and between
Indian Creek Ranch Improvements Association Inc., and West Douglas County Fire Protection District
dated May ___, 2012

Description of Easement

Beginning at a point commonly known as the intersection of the West Cherokee Drive Right-of-Way (ROW) and the most southwestern corner of the paved parking lot for the ICRIA clubhouse, said point shown on attached plat "Exhibit A-1" as (POB); thence Southeasterly a distance of 6.5', more or less (m/l) to a point (1); thence Southeasterly a distance of 174.75' m/l to a point on the West Cherokee Drive ROW (2), said point being 15' southwest and in line with the IREA Utility Easement; thence northeasterly 34.6' m/l to the most northerly point of the IREA Easement (3) ; thence southeasterly along the IREA Easement 20' m/l to a point (4); thence southwesterly a distance of 10' m/l along the IREA Easement to a point (5); thence ENE a distance of 20' m/l to a point (6); thence NNW a distance of 56.5' m/l to a point of intersection with the existing chain link fence (7); thence northeasterly along the chain link fence a distance of 37.5' m/l to a point(8); thence WSW a distance of 60.5' m/l to a point 6.5' m/l southwest of the most southeasterly corner of the existing clubhouse structure (9); thence a distance of 56.5' m/l to a point (10), said point being the most northeasterly point of the existing clubhouse structure; thence northwesterly a distance of 24' m/l to the NW corner of the clubhouse to a point (11); thence southwesterly along the clubhouse a distance of 21.5' m/l to a point of intersection between the existing clubhouse and the new fire station structure (12); thence along the new structure northwesterly a distance of 10.25' m/l to a point (13), thence following a line along the existing split rail fence and the asphalt walk northwesterly a distance of 44.5' m/l to appoint (14), said point being 3' m/l south of the intersection of the asphalt walk and the paved parking lot; thence southwesterly along the split rail fence a distance of 101' m/l to the point of beginning, containing in all, 17,133.25 square feet or 0.3933 acre more or less.

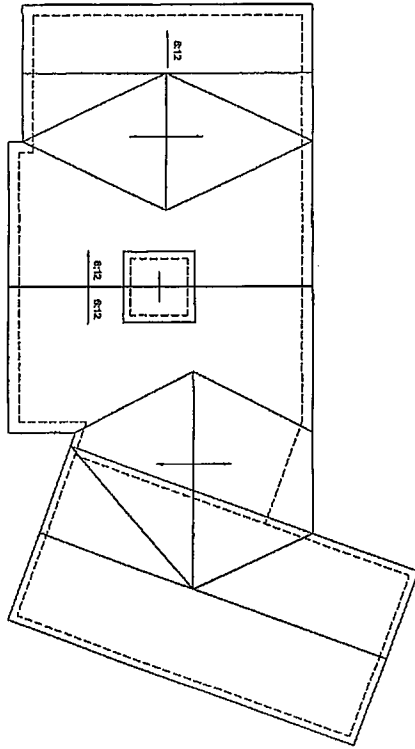




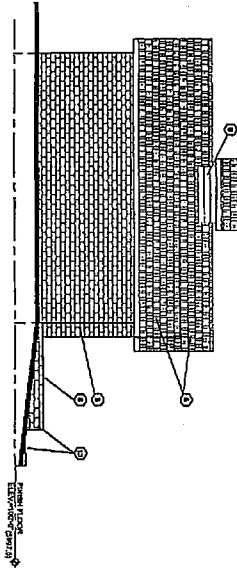
■ architecture
■ planning &
■ interiors
2000 West Littleton Blvd
Littleton, Colorado 80120
www.intergrouparchitects.com
303 738 8877 / 303 738 2294 (fax)

W.D.C.F.P.D.
7149 CHEROKEE DRIVE
SEDALIA, COLORADO 80135

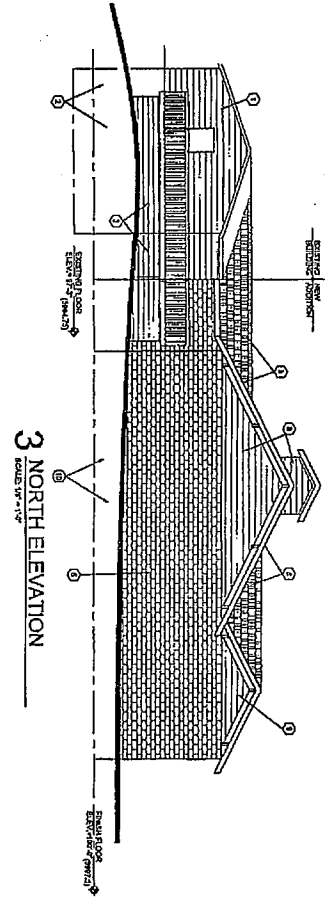
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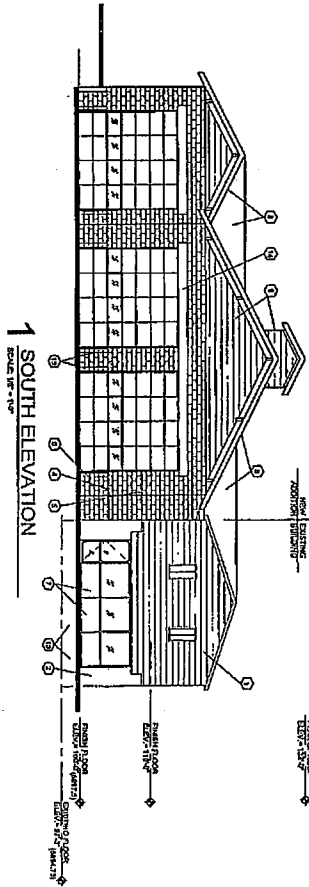
4 ROOF PLAN
SCALE 1/8"



2 WEST ELEVATION
SCALE 1/8"



3 NORTH ELEVATION
SCALE 1/8"



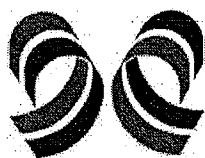
1 SOUTH ELEVATION
SCALE 1/8"

CMU BLOCK COLORS:

- ① 100% - COLOR WEST BLOCK
- ② 100% - COLOR WEST BLOCK
- ③ 100% - COLOR WEST BLOCK
- ④ 100% - COLOR WEST BLOCK

KEY NOTES:

1. EXISTING MATERIAL, REMOVE TO REVEAL
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100. EXISTING BRICKWORK, REMOVE TO REVEAL



Jack Arrowsmith
Clerk and Recorder
P.O. Box 1360
Castle Rock, CO 80104
(303) 660-7446

DOUGLAS COUNTY, CO

Transaction #: 177903

Receipt #: 175452

Cashier Date: 6/4/2012 1:38:42 PM
(JHOCK)



Print Date:

6/4/2012 1:38:42 PM

Customer Information	Transaction Information	Payment Summary
() INDIAN CREEK RANCH HOA PO BOX 96 SEDALIA, CO 80135	DateReceived: 06/04/2012 Source Code: US MAIL OVER Return Code:THE COUNTER Trans Type: Recording	Total Fees \$71.00 Total Payments \$71.00

1 Payments

 CHECK 2258	\$71.00
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1 Recorded Items

 (EASE) EASEMENT	Reception #: 2012040091 Date: 6/4/2012 1:38:37 PM From: To:
Recordings Fees	13 \$71.00

0 Search Items

0 Miscellaneous Items