

## SIGN EASEMENT AGREEMENT

Waterfall Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), whose address is c/o Pinnacle Consulting Group, Inc., 1627 E. 18<sup>th</sup> Street, Loveland, CO 80538 (the "District"), hereby grants, bargains, sells and conveys to JMC Real Estate Company, LLP, a Colorado Limited Liability Partnership ("Grantee"), whose address is 2500 E. Prospect Road, Fort Collins, Colorado 80525, its successors and permitted assigns, a perpetual, non-exclusive easement (the "Easement") to construct, install, maintain, repair, replace, remove and/or otherwise provide certain signage and all the necessary appurtenances related thereto (the "Improvements"), in, to, through, over, under and across that certain real property located in Larimer County, Colorado, as more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property"). The Easement is granted by the District and accepted by Grantee subject and pursuant to the following terms and conditions ("Agreement"):

1. Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Easement Property for any purpose necessary for the construction, installation and maintenance, repair, replacement and/or removal of the Improvements

2. Grantee shall not construct or place any permanent structure, building, improvement, or fixture on any part of the Easement Property other than the Improvements authorized herein or plant any shrub, tree, woody plant, nursery stock, garden, or other landscaping design feature on any part of the Easement Property, except with the prior consent of the District. Any structure, building, improvement, or fixture, whether temporary or permanent, or any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind placed on the Easement Property by Grantee after the date hereof without the District's consent may be removed by the District at the expense of Grantee without liability to the District.

3. Grantee shall exercise reasonable care to avoid damaging the Easement Property. Grantee shall be responsible for the restoration and repair of the Easement Property including but not limited to natural and manmade surfaces and structures that may be damaged or disturbed or both by Grantee in the exercise and full enjoyment of its rights pursuant to this Agreement. Grantee shall restore the surface of the ground to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements.

4. Grantee shall be the owner of the Improvements and agrees to assume all costs, expenses and other responsibilities for the construction, installation, maintenance, repair, replacement, and removal of the Improvements as permitted pursuant to this Agreement.

5. The District warrants that it is the fee simple owner of the Easement Property and has good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same are free and clear

from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind and nature except those of record as of the date of this Agreement. The District promises and agrees to warrant and forever defend Grantee in the exercise of Grantee's right's hereunder against any defect in the District's title to the Easement Property and the District's right to make the grant herein described, except those matters of record as of the date of this Agreement. Nothing in this Agreement shall restrict the District's right to transfer title to the District's property encumbered by the Easement, subject to the terms of this Agreement.

6. Grantee shall indemnify and hold harmless the District, its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by or with respect to third parties to the extent they arise from or may be alleged to arise, directly or indirectly, from the intentional or negligent acts or omissions of Grantee or any of its subcontractors or material suppliers, agents or employees, in connection with Grantee's activities conducted on, through, over, upon, across and along the Easement Property.

7. Except as otherwise provided in this Agreement, the District reserves the right to use the Easement Property and to grant further easement interests in the Easement Property to other grantees so long as such interests and uses are consistent with and do not unreasonably interfere with the use of the Easement Property and the benefits of the Easement by Grantee, as determined by the District in its reasonable discretion.

8. Grantee shall have and exercise the right of subjacent and lateral support to the extent necessary for the construction, installation, maintenance, repair, replacement, and removal of the Improvements. The District shall not take any action that would impair the lateral or subjacent support for the Improvements.

9. Grantee agrees that at such time that Grantee intends to abandon the Easement, Grantee shall provide written notice to the District of such abandonment and the Easement will terminate. Upon termination of the Easement, the real property interest represented by the Easement shall revert to the District and its successors and assigns. Grantee shall be responsible for removing the Improvements from the Easement Property by the date of termination and to restore the surface of the ground to the condition it was in immediately prior to the construction and installation of the Improvements. In the event Grantee fails to remove the Improvements upon termination of the Easement, the District may remove the Improvements at the expense of Grantee.

10. Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to the District and its directors, officers, consultants, employees, servants, agents, and authorized volunteers, in the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as the same currently exists or may hereafter be amended.

11. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be exclusive to the District Court in and for the County of Larimer, State of Colorado.

12. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration, or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

13. Each of the benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective agents, successors and permitted assigns until this Easement is abandoned or terminated pursuant to the terms set forth herein. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Easement Property and are to run with the land.

14. This Agreement constitutes the entire agreement regarding the subject matter contained herein and replaces any prior agreements, written or oral, between the parties regarding the same. This Agreement may be modified or amended only by a written agreement between the parties, or as otherwise provided herein. Nothing in this Agreement will be construed as conferring an enforceable right or benefit on any third party.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Sign Easement Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DISTRICT:**

WATERFALL METROPOLITAN  
DISTRICT NO. 1

By: Kim L. Perry, President

ATTEST:

\_\_\_\_\_  
By: Jim Niemczyk, Secretary

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing Sign Easement Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Kim L. Perry, as President and by Jim Niemczyk as Secretary of Waterfall Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

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

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



**EXHIBIT A**  
**EASEMENT PROPERTY**

## EXHIBIT "A"

### SIGN EASEMENT

A parcel of land in the Southeast One-Quarter of Section 8, Township 5 North, Range 68 West, of the Sixth Principal Meridian, in the City of Loveland, County of Larimer, State of Colorado, also being a portion of Block 1, Lot 2 of Amended Plat of Lots 1 and 2, Block 1 Waterfall 4th Subdivision recorded under Reception No. 20090001532, said parcel being more particularly described as follows:

**Basis of Bearings:** Bearings are based upon the South Line of said Block 1, Lot 2, said to bear North 89°31'36" East a distance of 416.57 Feet from the Southwest Corner of said Block 1, Lot 2 to an angle point on said South Line;

**COMMENCING (P.O.C.)** at said Southwest Corner of Block 1, Lot 2;  
Thence North 89°31'36" East along said South Line of Block 1, Lot 2, a distance of 416.57 Feet to said angle point; Thence North 84°29'24" East along said South Line of Block 1, Lot 2, a distance of 41.17 Feet; Thence North 05°30'36" West, a distance of 15.01 Feet to the **Point of Beginning (P.O.B.);**

Thence the following four (4) courses:

- 1) North 89°59'28" West, a distance of 13.50 Feet;
- 2) North 00°00'00" East, a distance of 22.50 Feet;
- 3) North 90°00'00" East, a distance of 13.50 Feet;
- 4) South 00°00'00" East, a distance of 22.50 Feet to the **Point of Beginning (P.O.B.);**

The above described parcel description contains 304 Square Feet (0.007 Acres) more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of  
CWC Consulting Group Inc.  
9360 Teddy Lane, Suite #203  
Lone Tree, Colorado 80124  
Phone: (303) 395-2700  
Email: ericc@cwc-consulting.com

**EAST 15TH STREET**  
(67' PUBLIC R.O.W.)

BLOCK 1  
LOT 1  
AMENDED PLAT OF LOTS 1 AND 2,  
BLOCK 1 WATERFALL 4TH  
SUBDIVISION

BLOCK 1  
LOT 2  
AMENDED PLAT OF LOTS 1 AND 2,  
BLOCK 1 WATERFALL 4TH  
SUBDIVISION

HORSTMAN PLACE  
(85' PUBLIC R.O.W.)

P.O.C.  
SOUTHWEST CORNER  
OF BLOCK 1, LOT 2

SOUTH LINE OF  
BLOCK 1, LOT 2

N90°00'00"E 13.50'

N00°00'00"E 22.50'

S00°00'00"E  
22.50'

P.O.B.

N89°59'28"W 13.50'

N05°30'36"W  
15.01' (TIE)

N89°31'36"E 416.57' (TIE)

**BASIS OF BEARINGS**

ANGLE POINT ON SOUTH  
LINE OF BLOCK 1, LOT 2

**US HIGHWAY 34**  
(PUBLIC R.O.W. - WIDTH VARIES)

N84°29'24"E 41.17' (TIE)



9360 TEDDY LANE, SUITE #203  
LONE TREE, COLORADO 80124  
TELEPHONE: 303-395-2700  
FAX 303-395-2701

**CWC CONSULTING GROUP**  
CIVIL ENGINEERING · LAND SURVEYING · CONSTRUCTION SERVICES

**Exhibit  
SIGN EASEMENT**

NOTE: THIS EXHIBIT DOES NOT REPRESENT A  
MONUMENTED SURVEY. IT IS INTENDED ONLY TO  
DEPICT THE ATTACHED DESCRIPTION.

DRAFTED: SLG3

CHECKED: EDC

DATE: 12/14/2016

JOB NO. CWC#120-00134

PAGE: 2 OF 2

SCALE: 1"=100'

PREPARED FOR:

**WATERFALL METRO DISTRICT NO. 1**