

DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this ___ day of _____, 2017, by and among the GRAND LAKE FAMILY LLLP, ("Grantor") the owners of Lots 9 and 10, Block 36, Town of Grand Lake, State of Colorado, the TOWN OF GRAND LAKE, COLORADO, a Colorado municipal corporation ("Grantee"), and TOM JENKINS and DEBI JENKINS ("the Jenkins"). Grantor, Grantee, and the Jenkins shall be referred to collectively herein as the "Parties".

RECITALS

- A. The Jenkins desire to plan, design, construct, install, maintain, repair and replace an access roadway ("the Roadway") through, upon, and over, certain real property located within the Town of Grand Lake, Colorado.
- B. The purpose of the Roadway is to provide access to the property of the Grantor, the Jenkins, and others.
- C. The construction of the Roadway will result in the necessity of making certain drainage improvements to properties on and adjacent to the Roadway, ("the Drainage Improvements") and will also result in drainage collecting and traveling across the property of others, including the Grantor.
- D. Grantor desires to grant a drainage easement to the Grantee, subject to the terms and conditions set forth in this Agreement, and the Grantee desires to accept such easement, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the Grantor, the Grantee. And the Jenkins agree as follows:

1. Consideration and Conveyance of Drainage Easement

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby conveys to the Grantee, their successors and assigns, the following easement, subject to the terms and conditions herein set forth:

An easement, for the purposes described in paragraph 2 below, over, upon, across and through all of that portion of the Grantee's property that is depicted and described on the attached Exhibit A as the "Easement Area".

Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Easement Area, and that it has a good and lawful right to convey the Easement Area for those purposes set forth herein.

2. The Grantee's and the Jenkins Use Of Easement Area

The Easement Area shall be used by the Jenkins and the Grantee only for the following purposes: to plan, design, construct, install, maintain, repair and replace the access Drainage Improvements generally depicted on Exhibit A and that will provide drainage resulting from the construction and subsequent existence of the Roadway. The Jenkins shall have the obligation to construct or cause to be constructed the Drainage Improvements. Once the Drainage Improvements have been constructed to the satisfaction of the Grantee and have been accepted by the Grantee, subject to successful completion of a two year warranty period following completion, then Grantee shall have the obligation to maintain, repair and replace the Drainage Improvements using the Easement Area.

3. Grantor's Use Of Easement Area

Grantor shall have the right to use and occupy the Easement Area it conveyed to the Grantee under paragraph 1 above for any purpose that does not unreasonably interfere with the Grantee's exercise of the rights hereby granted.

4. Work to be performed by the Jenkins

All work in the Easement Area by or at the direction of the Jenkins shall be performed in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances, and other requirements of governmental authorities, and in a manner which will, to the extent reasonably practicable, minimize the disturbance of the surface and any interference with Grantor's use of the Easement Area. All such work shall be diligently pursued to completion and, upon completion, the party performing such installation shall promptly restore the Easement Areas to its prior condition except as that condition is contemplated to be modified by construction and installation of the Drainage Improvements.

5. Benefits and Burdens to Run with the Land

The provisions of this Agreement, including all benefits and burdens, are intended to be real covenants running with the land to which they pertain, and each of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their heirs, executors, administrators, personal representatives, successors and assigns to the land to which they pertain. The Parties to this Agreement agree that each of the provisions of this Agreement shall be subject to specific enforcement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**GRANTOR
GRAND LAKE FAMILY LLLP**

Managing Partner

STATE OF COLORADO)

)

) ss.

COUNTY OF _____)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Managing Partner of Grand Lake Family LLLP.

Notary Public

Witness my hand and official seal.
My commission expires: _____

ATTEST

**GRANTEE
TOWN OF GRAND LAKE, COLORADO**

Katie Nicholls
Town Clerk

By: _____
James C. Peterson
Mayor

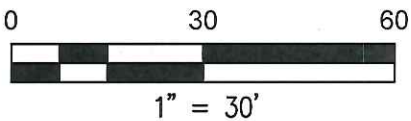
Tom Jenkins

Debi Jenkins

Exhibit A

Grand Lake Lots 9 and 10, Block 36

Grand County, Colorado



DESCRIPTION:

THE SOUTHERLY 5.00 FEET OF LOTS 9 AND 10, BLOCK 36, TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED AT RECEPTION NO. 9066, GRAND COUNTY RECORDS.

DESCRIPTION PREPARED BY:



KEVIN KUCHARCZYK PLS 34591
 FOR AND ON BEHALF OF BOWMAN CONSULTING
 603 PARK POINT DRIVE, SUITE 100
 GOLDEN, COLORADO 80401

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

June 5, 2017
 Sheet 1 of 1