

WHEN RECORDED, RETURN TO:

Cherry Hills North Metropolitan District
c/o Darcy Beard, CPA
P.O. Box 3110
Parker, Colorado 80134

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2015, by and between _____, whose address is _____ (hereinafter referred to as "**Grantor**"), and the **CHERRY HILLS NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Darcy Beard, CPA, P.O. Box 3110, Parker, Colorado 80134 (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the current owner of certain real property (hereinafter referred to as the "**Easement Area**") situated in the City of Cherry Hills Village, County of Arapahoe, State of Colorado, described on Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee is responsible for the installation, repair, operation and maintenance of certain improvements in the Cherry Hills North neighborhood, including, without limitation, the Sign (as hereinafter defined); and

WHEREAS, Grantor is willing to grant an easement for the use and benefit of Grantee on, over and under certain specified areas located on Grantor's property for the installation, repair, operation and maintenance of a sign and underground utilities serving such sign.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Subject to the terms of this Agreement, Grantor, for itself and Grantor's heirs, successors and assigns, hereby grants and conveys to Grantee and its successors and assigns the irrevocable non-exclusive right and easement (the "**Easement**") for the erection, installation, illumination, repair, replacement, operation and maintenance of an identification sign and underground utilities serving such sign (collectively, the "**Sign**"), over, under, on, through and across the Easement Area. The easement granted herein includes the right to place within the Easement Area above ground any and all auxiliary facilities which service any underground utility for the Sign and which are required by any utility company or governmental body. Such auxiliary facilities may include, but not be limited to, meters and access boxes and shall be covered, fenced or otherwise concealed or screened in an attractive manner, reasonably acceptable to Grantor.

2. Grantee, as additional consideration for the conveyance of the Easement, assumes the obligation for the design, engineering, construction and maintenance of the Sign and the

repair of any damage caused by Grantee, its agents, contractors, or employees to the Easement Area or Grantor's surrounding property. In the event Grantee, or its agents, contractors, or employees damages the Sign, the Easement Area, or any other improvements located on Grantor's surrounding property, Grantee shall, at Grantee's sole cost and expense, restore the Sign, Easement Area, improvements and/or Grantor's surrounding property so damaged, to its quality and condition immediately prior to such damage. In the event Grantee does not restore the damaged Sign, improvements, Easement Area and/or Grantor's surrounding property within thirty (30) days after receipt of written notice from Grantor, then Grantor may restore the damaged Sign, improvements, Easement Area and/or Grantor's surrounding property, and Grantee shall reimburse such costs within thirty (30) days after receipt of an invoice and reasonably detailed supporting documentation for such expenses. Grantee shall not change the location, or elevation of the Sign or Easement Area without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Subject to the provisions of this Agreement, the Easement granted herein includes the right of Grantee, its employees, agents and contractors to access the Easement Area over, under and across Grantor's surrounding property, and all rights of ingress and egress reasonably necessary to erect, install, repair, replace and maintain the sign and its appurtenant utilities. Grantee shall be solely responsible for all costs, liabilities and expenses, in connection with the erection, installation, illumination, repair, replacement, operation and maintenance of the Sign, its appurtenant utilities and the Easement Area, unless the same arises due to the gross negligence or willful misconduct of Grantor or Grantor's agents or contractors, in which case Grantor shall be solely responsible therefor. Grantee, for itself, its employees, agents and contractors, hereby represents and warrants to Grantor that access over, under and across the Grantor's property for purpose of access to the Easement Area shall not materially and adversely affect Grantor's use and enjoyment of Grantor's property, including access to Grantor's property.

4. All written notices provided for herein shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested or by a nationally recognized overnight courier service for next day delivery, to the parties at the addresses given below, or at such other address as may be specified by written notice:

If to Grantor:

If to Grantee:

Cherry Hills North Metropolitan District
Attn: Board of Directors
c/o Darcy Beard, CPA
P.O. Box 3110
Parker, CO 80134

All notices so mailed shall be deemed delivered upon actual delivery or three (3) business days after mailing by certified mail, return receipt requested and on the next business day after mailing by overnight courier service.

5. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor from any damages or liability to persons or property that might arise from the use of the Sign or Easement Areas by Grantee, its agents, employees and contractors. Nothing herein shall be construed to constitute a waiver, in whole or in part, of any rights and protections available to Grantee under the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S.

6. Grantee hereby warrants and represents to Grantor that Grantee in exercising its rights under this Agreement shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorization applicable thereto.

7. Any indulgence or departure at any time by Grantor from any of the provisions hereof or failure to exercise of any its rights and remedies shall not modify the same or waive future compliance therewith by Grantee.

8. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors, and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Grantor's Property or any portion thereof shall be bound by the burdens hereof.

9. In the event that any party is required to commence any action or proceeding against the other in order to enforce the provisions hereof, the prevailing party's remedy shall be limited to injunctive relief and damages for the alleged breach of any of the provisions, and neither party shall have the right to terminate this Agreement. The prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

10. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

11. This Agreement may be executed and delivered in any number of counterparts,

each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties agree that signatures transmitted via electronic transmission shall be binding as if they were originals.

12. The terms and conditions of this Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any action arising out of this Agreement shall be exclusively in the District Court in the County of Arapahoe, Colorado.

13. This Agreement and the exhibits hereto contain all of the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement.

14. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to or for the general public or for any public purposes whatsoever, it is the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

[Signatures only follow this page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

GRANTOR:

Name: _____

GRANTEE:

CHERRY HILLS NORTH METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of
the State of Colorado

By: _____
Name: _____
Title: _____

Attest:

Secretary

SCHEDULE A

BASEMENT AREA

LEGAL DESCRIPTION "A"
EXISTING SIGN ACCESS EASEMENT
LOT 24, BLOCK 4

AN ACCESS EASEMENT OVER A PORTION OF LOT 24, BLOCK 4, CHERRY HILLS NORTH FILING NO. TWO, BEING PART OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 24; THENCE S 0°00'47" E AND ALONG THE EASTERLY LINE OF SAID LOT 24, A DISTANCE OF 6.30 FEET TO A POINT; THENCE N 71°33'37" E, A DISTANCE OF 3.86 FEET TO A POINT; THENCE S 46°34'12" W, A DISTANCE OF 14.09 FEET TO A POINT; THENCE N 41°23'19" W, A DISTANCE OF 9.95 FEET TO A POINT LYING ON THE NORTHWESTERLY LINE OF SAID LOT 24; THENCE N 47°49'09" E AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 19.64 FEET TO A POINT; THENCE S 45°10'00" E, AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, A DISTANCE OF 8.35 FEET TO THE POINT OF BEGINNING, CONTAINING 202 SQ.FT., MORE OR LESS.

THIS EASEMENT APPROXIMATELY LIES 5 FEET DIRECTLY ADJACENT AND PARALLEL TO ALL SIDES OF AN EXISTING SIGN STRUCTURE.

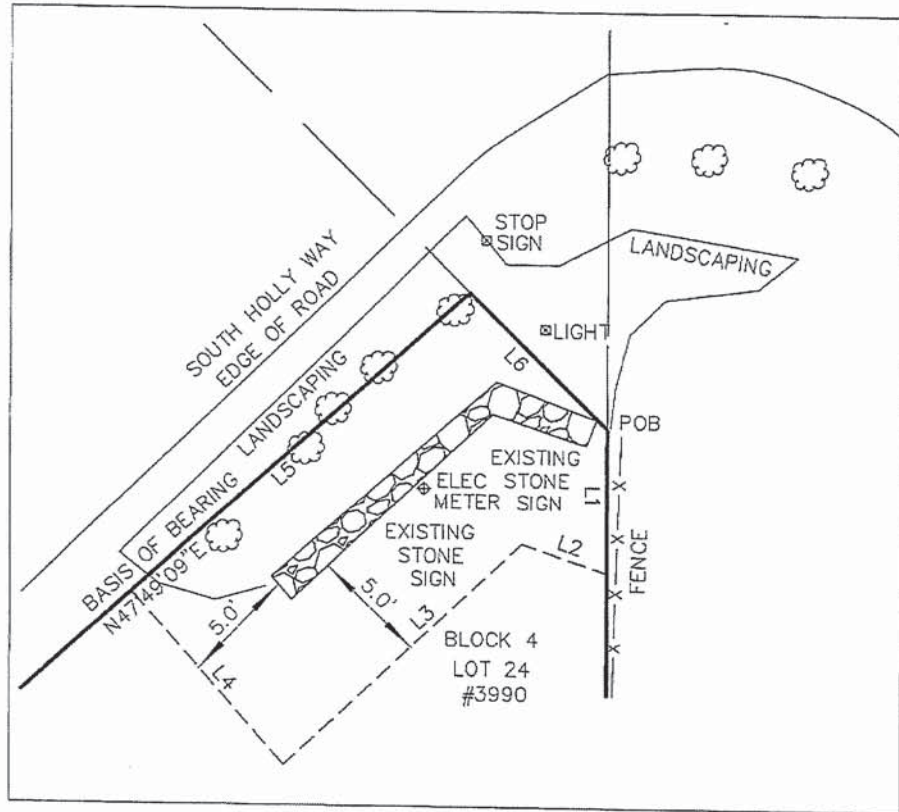
THE BASIS OF BEARING IS THE NORTHWESTERLY LINE OF SAID LOT 24, BEING N 47°49'09" E, AS PLATTED.

THIS LEGAL DESCRIPTION WAS PREPARED BY ROBERT L. FEROLDI, PLS 20136 OF THE FIRM EVERGREEN SURVEYING, INC., P.O. BOX 3514, EVERGREEN, CO 80439, PHONE (303) 674-3444, JOB# B10385, LA. 10-23-13, B10385-A.LEG

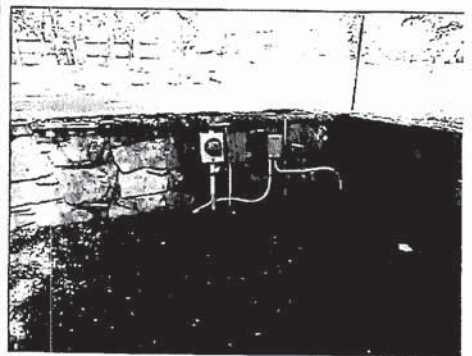
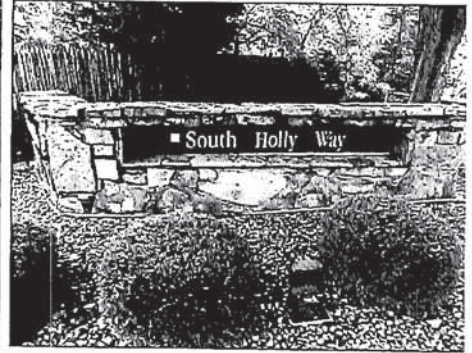


SIGN "A"

CHERRY HILLS NORTH / S HOLLY WAY



SCALE: 1"=5'



NUM	BEARING	DISTANCE
L1	S0°00'47"E	6.30'
L2	N71°33'37"W	3.86'
L3	S46°34'12"W	14.09'
L4	N41°23'19"W	9.95'
L5	N47°49'09"E	19.64'
L6	S45°10'00"E	8.35'



EVERGREEN SURVEYING, INC.
 5743 HWY 72, SUITE 119-S
 EVERGREEN, CO 80439
 303-674-3444 303-674-1318
 DATE: 10-23-13
 JOB#: B10385
 NAME: A