PERMANENT DRAINAGE EASEMENT

This **PERMANENT DRAINAGE EASEMENT** ("Easement") is granted this_____day of _____, 20__, by **CHICK-FIL-A, INC.**, a Georgia corporation~~_____~~, whose legal address is Attn: Legal Department – Real Estate, 5200 Buffington Road, Atlanta, Georgia 30349 ~~_____, Lone Tree, Colorado~~_____(the "Grantor"), to the **CITY OF LONE TREE,** a home rule municipality of the State of Colorado, whose legal address is 9220 Kimmer Drive, Suite 100, Lone Tree CO 80124 (the "Grantee").

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to the Grantee a Permanent Drainage Easement across the Easement Area (as defined herein) located on Grantor's property, Grantor's property being described in **Exhibit A** (the "Grantor's Property"), **Exhibit A** being incorporated herein by reference, to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove drainage improvements, in, on, to, through, over, under, and across that~~a~~ certain portion~~parcel~~ of Grantor's Property being ~~real property, as~~ more particularly described in **EXHIBIT B** and depicted as **~~A~~** (~~the~~ "Drainage Easement" in **Exhibit B-1** (collectively, the "Easement Area"), **Exhibit B** and **Exhibit B-1** being ~~Parcel"), which is~~ incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of perpetual ingress and egress in, on, to, through, over, under, and across the Easement Area~~Parcel~~ for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Easement, provided, however, Grantee shall not unreasonably interfere with Grantor's access to or business operations on the Grantor's Property in the exercise of Grantee's rights herein.

2. The Grantee shall have the right to enter upon the Easement Area~~Parcel~~ and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the improvements made within the Easement Area~~Parcel~~, and to remove objects, landscaping, or other physical vertical improvements ("Improvements") interfering therewith. It is expressly understood that the construction, maintenance and repair of the Easement Area~~Parcel~~ and any facilities therein~~thereon~~ required by the Grantee shall remain the responsibility of the Grantor and its successors and/or assigns, provided, however, following any work conducted in the Easement Area by Grantee, Grantee shall promptly restore the Easement Area to the condition existing immediately prior to the commencement of such work. ~~-~~ It is further understood that the acceptance of this Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any drainage facilities in or on the Easement Parcel. Grantor, its successors and/or assigns, reserves the right to use the surface of said parcel for any purpose which does not unreasonably interfere with the Easement hereby granted, including but not limited to, parking, drive aisles and the right to grant other easements; provided however, that Grantor and its successors and assigns shall be authorized to install Improvements within or upon the Easement Parcel only with express written consent of the Grantee.

3. The Grantee shall have and exercise the right of subjacent and lateral support within the Easement Area to whatever extent is necessary or desirable for the operation and maintenance of the drainage improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the drainage improvements.

4. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein. Except as provided herein, the Grantee shall not have the right or authority to assign any rights to use the Easement to any other third party.

5. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.

6. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, 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 is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature so ever, except matters of record. The Grantor further promises and agrees to warrant and forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.

7. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.

8. The consideration set forth above includes full and just compensation for (a) all of the Grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims against the Grantee's rights in the Easement Parcel and the Grantor agrees to pay any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.

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SIGNATURE PAGE FOLLOWS.

GRANTOR:

CHICK-FIL-A, INC.
a Georgia corporation

By:_____

Name: _____

Title: _____

STATE OF _____ ~~**COLORADO**~~ **)**

) ss.

COUNTY OF_____ **)**

The foregoing Permanent Drainage Easement was acknowledged before me this_____day of _____, 20___, by_____as_____of Chick-Fil-A, Inc., a Georgia corporation.

_____.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

Accepted and approved
CITY OF LONE TREE

_____
Seth Hoffman, City Manager
City of Lone Tree, Colorado

ATTEST:

_____
City Clerk

EXHIBIT A – LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Being all of Lot 3, Park Meadows Town Center Filing No. 1-A, 3rd Amendment, according to the Plat thereof recorded May 14, 1996, at Reception No. 9625832, County of Douglas, State of Colorado.

EXHIBIT B – LEGAL DESCRIPTION OF EASEMENT AREA

DRAINAGE EASEMENT
A PORTION OF LOT 3, PARK MEADOWS TOWN CENTER FILING NO. 1-A, 3RD AMENDMENT, RECORDED AT RECEPTION NO. 9625832 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:
ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARING IS BASED ON THE NORTH LINE OF LOT 3, PARK MEADOWS TOWN CENTER FILING NO. 1-A, 3RD AMENDMENT, RECORDED AT RECEPTION NO. 9625832, AND IS CONSIDERED TO BEAR N89°55'47"E, MONUMENTED ON BOTH ENDS OF THE LINE BY A NO. 5 REBAR WITH A 1.25" BLUE PLASTIC CAP STAMPED, "PLS 38880".

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF WESTVIEW ROAD;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND WITH THE WEST LINE OF SAID LOT 3, N00°04'13"W, A DISTANCE OF 255.25 FEET;

THENCE DEPARTING SAID WEST LOT LINE, N89°55'47"E, A DISTANCE OF 25.00 FEET;

THENCE WITH A LINE PARALLEL AND 25.00 FEET EAST OF SAID WEST LOT LINE, S00°04'13"E, A DISTANCE OF 257.84 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3, AND BEING A POINT ON SAID NORTH RIGHT OF WAY LINE;

THENCE WITH SAID NORTH RIGHT OF WAY LINE AND SAID SOUTH LOT LINE, N84°09'52"W, A DISTANCE OF 25.13 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 6,414 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

ALL LINEAR DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

EXHIBIT B-1 – DEPICTION OF EASEMENT AREA

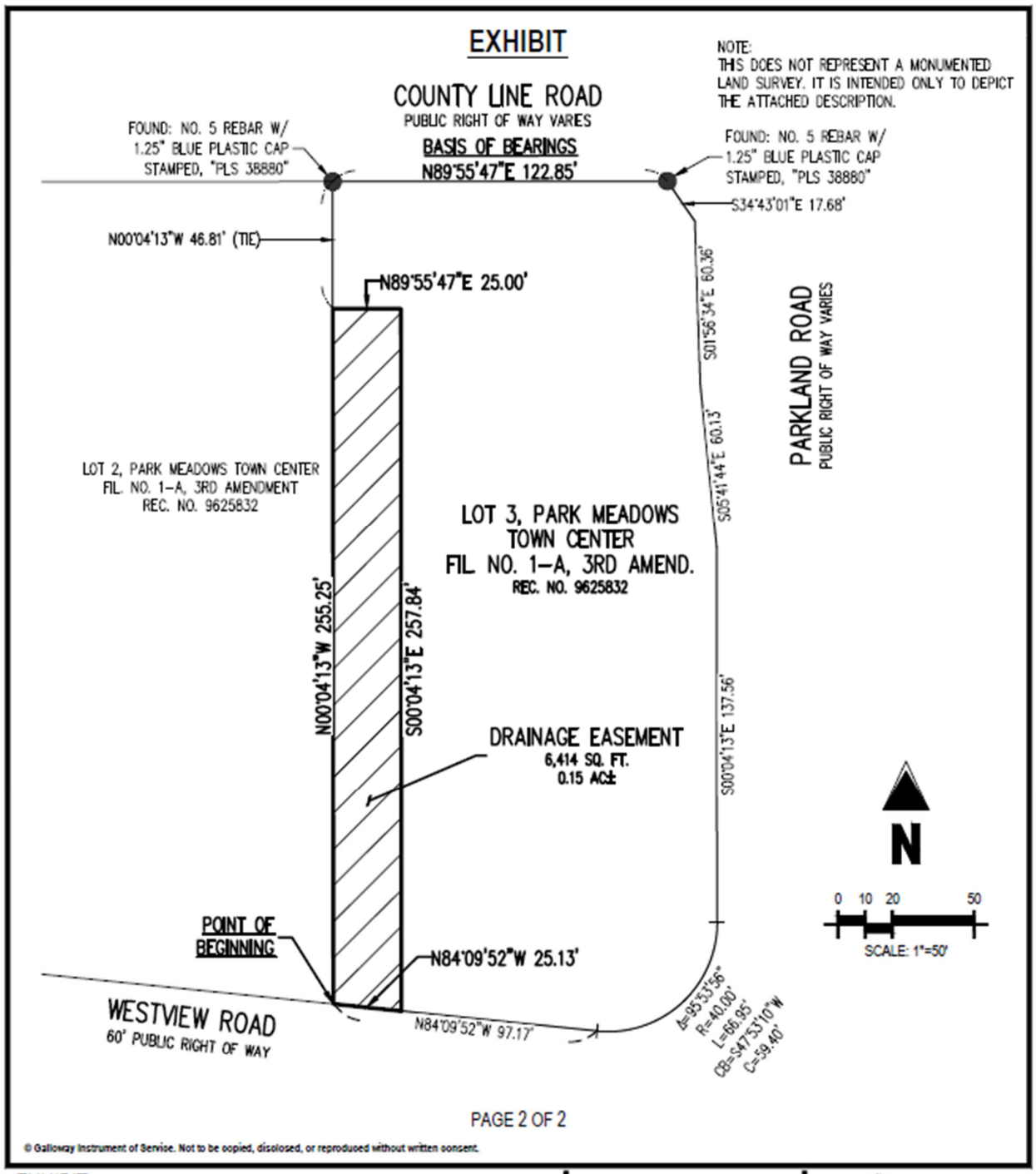


EXHIBIT
LOT 3, PARK MEADOWS TOWN CENTER. FIL. NO. 1-A, 3RD AMEND.
REC. NO. 9625832

CITY OF LONE TREE, COUNTY OF DOUGLAS
STATE OF COLORADO

Project No:	MOC000148.10
Drawn By:	JTH
Checked By:	JGH
Date:	10/14/2026

Galloway
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Colorado Springs, CO 80920
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GallowayUS.com
Galloway & Company, LLC

~~PARCEL~~