

EASEMENT FOR CONSTRUCTION AND MAINTENANCE
OF STORM WATER DRAINAGE FACILITIES – OPEN SPACE

KNOW ALL MEN BY THESE PRESENTS:

That The **County of Adams**, State of Colorado, a body politic, hereinafter called "Grantor" for and in consideration of the sum of Ten and No/100's Dollars (\$10.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to **Brighton School District 27J**, a Colorado school district duly organized and existing under and by virtue of the laws of the State of Colorado, whose address is 18551 E. 160th Avenue, Brighton, Colorado 80601, hereinafter called "Grantee," its successors and assigns, a permanent storm water drainage easement and right-of-way including the perpetual right to enter upon the real estate hereinafter described at any time it may see fit and construct, maintain, service and repair all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., through and under the lands hereinafter described:

Legal description as set forth in Exhibit A attached hereto and incorporated herein by this reference.

The Grantee hereby covenants and agrees:

(a) Grantee shall promptly backfill any excavation and/or trench made by it on said easement area and shall promptly repair or replace any damage it does to Grantor's property such as but not limited to fences, bridges, culverts, roads or lanes and shall leave the surface of said easement in a neat and orderly vegetated condition and at the same elevation and contour following completion of any work performed, except as necessarily modified to accommodate the infrastructure and appurtenances installed.

(b) Grantee shall promptly repair or replace any damage it does to Grantor's property caused by ingress to and egress from said easement and shall restore said damaged land and or property to its original condition.

(c) Grantee understands that the easement crosses Riverdale Bluffs Open Space property. Grantee's easement shall be subordinate to Grantor's rights to maintain said open space. Grantee shall take no action, and shall install no infrastructure, that, in the sole discretion of Grantor, impedes or interferes with the open space operations. Grantee further acknowledges that the drainage easement shall be subordinate to the Deed of Conservation Easement on said open space that was granted by Grantor to the City of Commerce City on September 24, 2012, and recorded in the Adams County Clerk and Recorder's Office at Reception Number 2012000077655 and re-recorded at Reception Number 2013000048483.

(d) Grantee agrees to continuously maintain the drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., once a year and, after a major storm event. The Grantee agrees to inspect and if necessary, remove any sediment and debris and, if necessary, perform any work required to ensure the property operations of the drainage facilities.

(e) In the event the County requires maintenance of the drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., all of the County's costs to maintain the drainage facilities shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

(f) Grantee, its successors, assigns, employees and contractors shall, to the extent permitted by law, indemnify and hold Grantor harmless for, from and against any liability for damages, loss or expense, arising from damage to property or injury or death of any person or persons, arising out of, or in any way connected with or resulting from the Grantee's construction, operation, maintenance, repair, or replacement of the pipeline and its appurtenances.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this _____ day of _____, 2017.

GRANTOR:

ATTEST:
STAN MARTIN, CLERK

The Board of County Commissioners of
the County of Adams, State of Colorado

By: _____
Erica Hannah, Deputy Clerk

By: _____
Eva J. Henry, Chair

Approved as to form:

County Attorney's Office

GRANTEE:

Brighton School District 27J,
a Colorado school district duly organized and
existing under and by virtue of the laws of the
State of Colorado

By:

STATE OF COLORADO)
) §
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2017, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

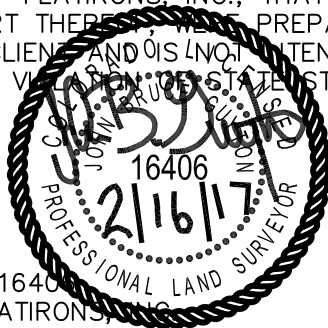
AN EASEMENT FOR DRAINAGE PURPOSES OVER AND ACROSS A PORTION OF A PARCEL OF LAND, AS DESCRIBED IN THE RECORDS OF ADAMS COUNTY ON JUNE 16, 2010, AT RECEPTION NO. 2010000039776, LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27 TO BEAR NORTH 89°19'37" EAST A DISTANCE OF 1318.48 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND;
THENCE SOUTH 47°59'35" EAST, A DISTANCE OF 953.68 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL OF LAND, AND THE POINT OF BEGINNING;
THENCE DEPARTING SAID WESTERLY LINE, NORTH 65°05'20" EAST, A DISTANCE OF 45.44 FEET;
THENCE SOUTH 24°54'40" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 65°05'20" WEST, A DISTANCE OF 36.90 FEET TO A POINT ON SAID WESTERLY LINE;
THENCE ALONG SAID WESTERLY LINE, NORTH 48°02'19" WEST, A DISTANCE OF 21.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 823 SQ. FT. OR 0.02 ACRES, MORE OR LESS

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS EASEMENT DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

FSI JOB NO. 16-67,086(B)

JOB NUMBER: 16-67,086(B)
DRAWN BY: E. PRESCOTT
DATE: FEBRUARY 15, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics

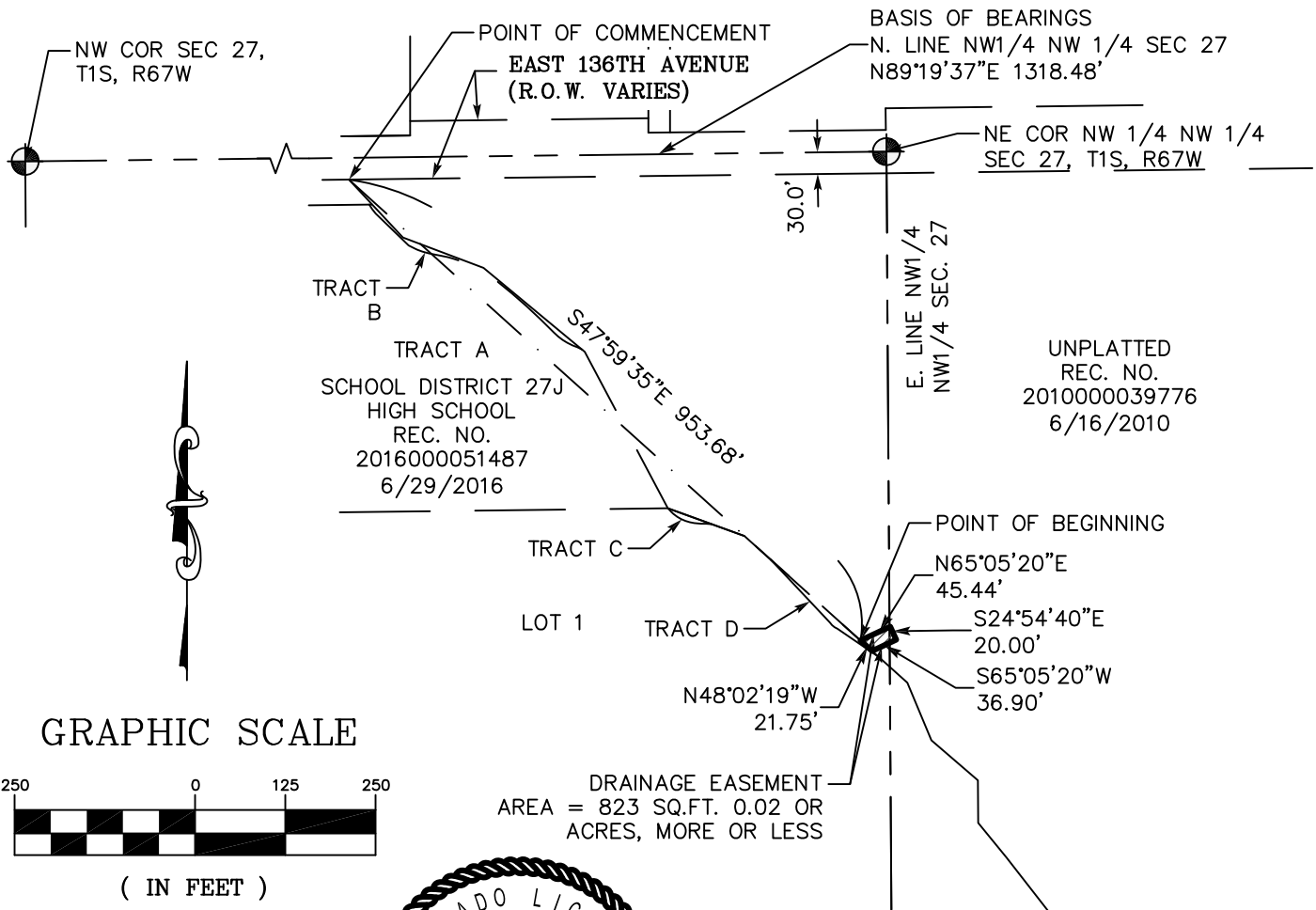


655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

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RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN,
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SHEET 2 OF 2



JOB NUMBER: 16-67,086(B)
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