

EASEMENT FOR CONSTRUCTION AND MAINTENANCE  
OF STORM WATER DRAINAGE FACILITIES

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. 160<sup>th</sup> 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 shall do 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 shall do 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 Adams County Regional Park and Golf Course property. Grantee's easement shall be subordinate to Grantor's rights to maintain said park and golf course amenities. Grantee shall take no action, and shall install no infrastructure, that, in the sole discretion of Grantor, impedes or interferes with Regional Park or Golf Course operations.

(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 Grantee 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