

QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, 2018, between METRO WASTEWATER RECLAMATION DISTRICT, a Colorado special district, with an address of 6450 York Street, Denver, Colorado 80229 (the "Grantor"), and the BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, a body politic organized under and existing by virtue of the State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (the "Grantee").

WITNESS, that the Grantor, for and in consideration of the sum of ten dollars (\$10.00) and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee and the Grantee's heirs, successors and assigns, forever, all right, title, interest, claim and demand which the Grantor currently has in and to real property described in an instrument dated April 27, 1983 and recorded in the public records of the County of Adams at Book 2742, Page 364 (the "Subject Property"); but specifically EXCEPTING that portion of the Subject Property previously conveyed to the City of Brighton by instrument dated November 23, 2010 and recorded in the public records of the County of Adams at Reception No. 2010000082805; and SUBJECT TO a License Agreement with United Power, Inc. dated November 17, 2003 and recorded in the public records of the County of Adams at Reception No. C1242330; and further SUBJECT TO all other matters of record affecting the Subject Property.

RESERVING, however, unto Grantor, its heirs, successors and assigns forever, a permanent, non-exclusive easement in, through, over, under and across a portion of the Subject Property, pursuant to the terms and conditions stated on Exhibit 1, attached hereto and made a part hereof (the "Easement Property"), and located on that portion of the Subject Property described in Exhibit A to said Exhibit 1; and further RESERVING unto Grantor all of Grantor's facilities, structures, improvements and appurtenances currently existing or located on the Easement Property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, except as reserved herein, to the only proper use, benefit and behoof of Grantee, and its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed as of the date first above-written.

GRANTOR:

METRO WASTEWATER RECLAMATION DISTRICT

By: 

William J. "Mickey" Conway, District Manager

APPROVED AS TO FORM:

[Signature]
District General Counsel

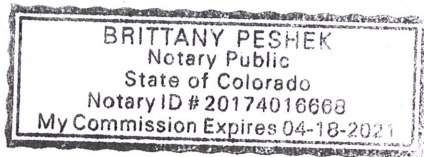
STATE OF COLORADO

County of Adams)
) ss.
)

The foregoing instrument was acknowledged before me this 23rd day of January, 2018, by William J. "Mickey" Conway, District Manager of Metro Wastewater Reclamation District.

My notarial commission expires: 04-18-2021.

Witness my hand and official seal.



Brittany Peshek
Notary Public
Address: 6450 York St.
Denver, CO 80229

Accepted by GRANTEE Board of County Commissioners on this ____ day of _____, 2018.

Mary Hodge, Chair

APPROVED AS TO FORM

Adams County Attorney's Office

Attest: _____

County Clerk

EXHIBIT 1

RESERVED EASEMENT

GRANTOR METRO WASTEWATER RECLAMATION DISTRICT reserves to itself, its heirs, successors and assigns this permanent, non-exclusive easement (the "Easement") from the conveyance of its interest in certain real property via Quit Claim Deed dated _____, 2018 from Grantor to GRANTEE BOARD OF COUNTY COMMISSIONERS OF ADAMS COUNTY, Colorado, to wit:

The perpetual right of Grantor, its heirs, successors and assigns, to enter, reenter, occupy and use the real property situate in the County of Adams, State of Colorado, more fully described on Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"), to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more new or existing underground sanitary sewer pipelines, force mains, manholes, metering facilities and any other new or existing underground and surface structures, facilities, improvements and appurtenances thereto, of such type, size and capacity as necessary, desirable or required by the Grantor, in, through, over, under and across the Easement Property, with the following terms and conditions:

1. The Grantor shall have and may exercise the right of ingress and egress in, to, over, under, above, through and across the Easement Property for any purpose needful or desirable for the full enjoyment of any right of occupancy or use provided for herein. The Grantor shall have the right to construct and maintain within the Easement Property, an all-weather roadway of varying width, as needed in the opinion of the Grantor, to allow the Grantor access for vehicles, personnel and equipment. Grantor shall have the right to construct fences on the Easement Property as may be reasonably necessary or desirable to secure and protect Grantor's facilities and to prevent public access to the Easement Property and/or the structures, facilities, improvements and appurtenances thereon.

2. Grantee shall neither cause nor permit the construction or placement of any improvement, fixture, structure or building, street light, power pole, yard light, mailbox, well, reservoir, pipeline, trash receptacle, or sign, temporary or permanent, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Easement Property without prior written approval from the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Fences existing as of the date hereof which do not impair access for Grantor's vehicles, personnel and equipment to or from the Easement Property may remain, provided Grantor has unimpeded access through gates. Grantee may construct or install new fencing provided that such fences include gates that allow Grantor unimpeded access for vehicles, personnel and equipment through the length of the Easement Property. Grantee will, at Grantee's expense, remove any personal property placed, or permitted to be placed by Grantee on the Easement Property, and will do so in a timely manner as reasonably directed by the Grantor. Any prohibited use or installation by Grantee that is located on the

use of its structures, facilities, improvements and appurtenances located on or under the Easement Property by the Grantor shall not constitute an abandonment of its rights under this Easement.

9. The benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

*EXHIBIT A -- DESCRIPTION OF EASEMENT PROPERTY IS ATTACHED AS
FOLLOWING PAGE*

Exhibit "A"

PROPERTY DESCRIPTION

A permanent easement being a portion of a parcel of land described at Book 2742, Page 364, recorded on May 3rd, 1983 in the Adams County Clerk and Recorder's Office, lying in the Southeast Quarter of Section 28, Township 1 South, Range 67 West of the 6th Principal Meridian, Adams County, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Section 28 (a found #11 scribed rebar);
WHENCE the East Quarter Corner of said Section 28 (a found 2 1/2" diameter aluminum cap stamped "PLS 17477") bears N00°35'16"W (Basis of Bearings-Assumed) a distance of 2632.31 feet;
THENCE N83°25'42"W a distance of 248.97 feet to a point on the southerly line of said parcel described at Book 2742, Page 364; also lying on the northerly right-of-way of E 128th Ave and being the **POINT OF BEGINNING**;

THENCE the following two (2) course along the southerly line of said parcel described at Book 2742, Page 364:

1. Along an arc of a curve to the right, having a central angle of 02°42'54", a radius of 1,140.14 feet, a chord bearing of S87°59'52"W a distance of 54.02 feet, and an arc distance of 54.03 feet;
2. **THENCE** S89°21'19"W tangent with the last described curve a distance of 128.48 feet to the southeast corner of a tract of land described at Reception Number 2010000082805;

THENCE the following two (2) course along the easterly and northerly lines of said tract of land described at Reception Number 2010000082805:

1. N00°35'16"W a distance of 81.50 feet;
2. **THENCE** S89°21'19"W a distance of 60.00 feet to the westerly line of said parcel described at Book 2742, Page 364;

THENCE the following two (2) course along the westerly and northerly lines of said parcel described at Book 2742, Page 364:

1. N00°35'16"W a distance of 150.67 feet;
2. **THENCE** N89°21'19"E a distance of 261.85 feet;

THENCE departing said northerly line S04°12'18"W a distance of 76.07 feet;

THENCE N61°56'25"E a distance of 65.41 feet;

THENCE N89°06'06"E a distance of 176.00 feet to the easterly line of said parcel described at Book 2742, Page 364;

THENCE S00°35'16"E along said easterly line a distance of 10.00 feet;

THENCE departing said easterly line S89°06'06"W a distance of 173.53 feet;

THENCE S61°56'25"W a distance of 69.30 feet;

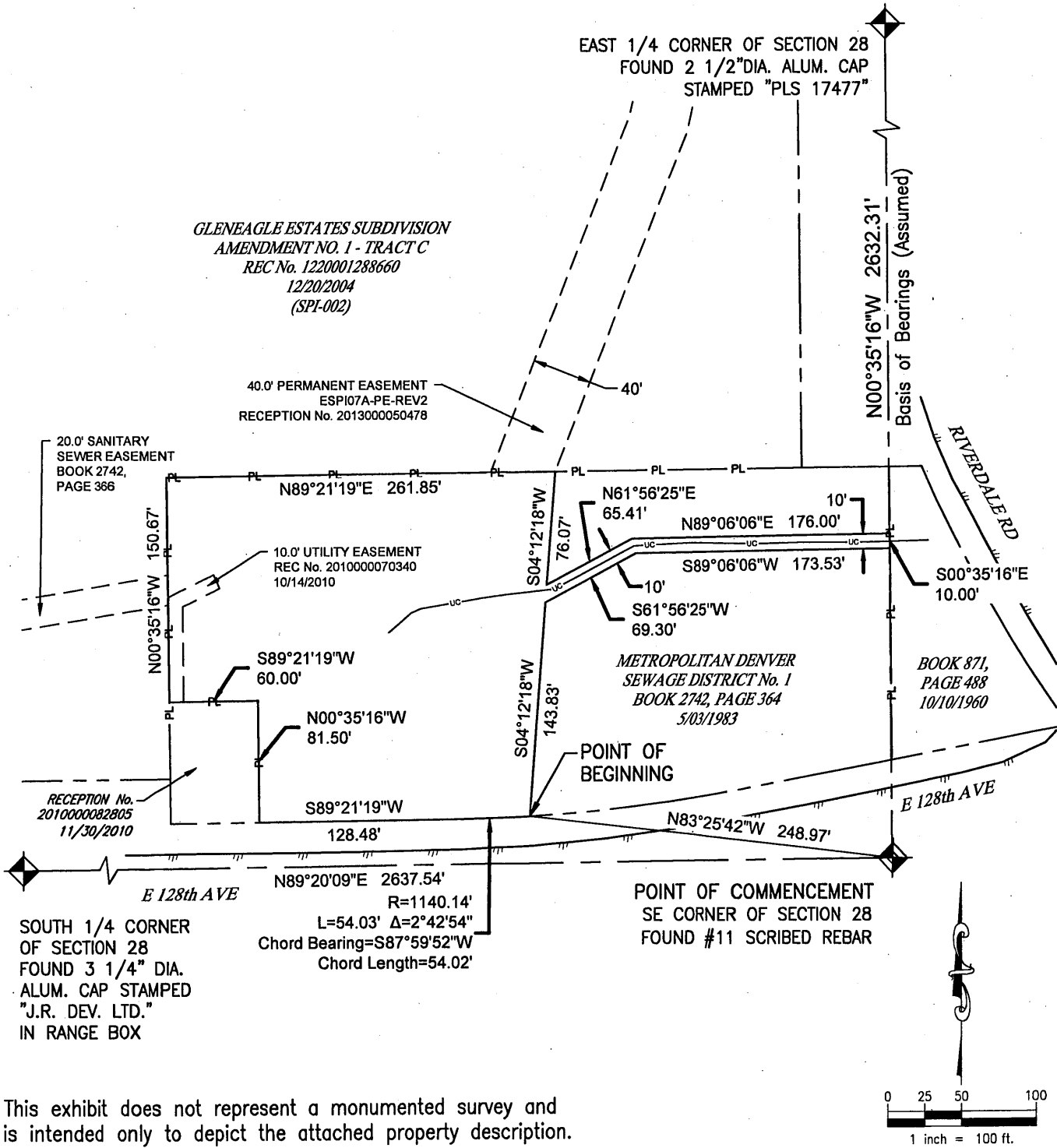
THENCE S04°12'18"W a distance of 143.83 feet to the southerly line of said parcel described at Book 2742, Page 364 and to the **POINT OF BEGINNING**.

Containing 56,043 square feet, (1.287 Acres), more or less.

Prepared by:
Heath Hildebrand PLS 38211
For and on behalf of Eugene Lynne, LLC
2440 S Chase Ln, Suite #101
Lakewood, CO 80227



SE 1/4 of Section 28,
T1S, R67W 6th P.M.
Adams County, Colorado



This exhibit does not represent a monumented survey and
is intended only to depict the attached property description.



METRO WASTEWATER
RECLAMATION DISTRICT

TITLE:

EXHIBIT "A"
PERMANENT EASEMENT
BRANTNER GULCH LIFT STATION SITE

DESCRIPTION REVISION

DRAWN

HEH CK

ALH

DATE 8/07/2017

REVISION:

DRAWING NO.

V-BGLS-ESMT.dwg

SHEET NO.

1 of 1