

QUITCLAIM DEED

THIS DEED is dated _____, 2019, and is made between **Metro Wastewater Reclamation District**, a public body and political subdivision of the State of Colorado, whose legal address is 6450 York Street, Denver, Colorado 80229, of the County of Adams and State of Colorado, the "Grantor," and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601, of the said County of Adams and State of Colorado, the "Grantee".

WITNESS, that the Grantor, for Ten Dollars and other good and 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 and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the permanent easements, attached as Exhibit A together with any improvements thereon, located in the County of ADAMS and State of Colorado, described as follows:

SEE LEGAL DESCRIPTION SET FORTH IN EXHIBIT "A" PERMANENT EASEMENTS
ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE RECEPTION
NUMBERS B435346 RECORDED MAY 12, 1983 AND B436308 RECORDED MAY 17, 1983

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 the Granter, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Metro Wastewater Reclamation District, a public body and political subdivision of the State of Colorado

GRANTOR

Approved as to Form:

By

District Manager

District General Counsel

[illegible]

The foregoing instrument was acknowledged before me this 17th day of September, 2019,
by William J. Conway its District Manager.

Witness my hand and official seal.
My commission expires: 4-18-2021

[Seal]

BRITTANY PESHEK
Notary Public
State of Colorado
Notary ID # 20174016668
My Commission Expires 04-18-2021

Notary Public

IN WITNESS WHEREOF, the Grantee hereby accepts this Quitclaim Deed.

GRANTEE

Adams County, Colorado, a governmental entity

By: _____

Name: Steven J. O'Dorisio

Title: Chair

Adams County Attorney - Approved as to form:

By: _____

Name: Doug Edelstein

Title: Deputy County Attorney

435346

2745 PAGE 715

EASEMENT FOR CONSTRUCTION AND MAINTENANCE SEWER LINES

THIS INDENTURE, Made this 14 day of MAY, 1961,
between Lloyd and Marie Durland

of the _____ County of Adams, of the State of Colorado,
of the first part; and the METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT
NO. 1, a metropolitan sewage disposal district, duly organized under the
laws of the State of Colorado, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars and other consideration, cash in hand paid, the receipt of which is hereby acknowledged, parties of the first part have this day bargained and sold and by these presents bargain and sell and convey and transfer and deliver unto the party of the second part a permanent 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 underground pipelines and/or mains for the purpose of conveying sewage and other fluids over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The easement and right-of-way hereby granted is located in the _____ County of Adams, State of Colorado, and is over, across and through a strip of land described as follows:

See Exhibit A & B attached.

To have and hold such easement and right-of-way unto the party of the second part and unto its successors and assigns forever.

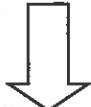
The party of the first part does hereby covenant with the party of the second part that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part hereof, that the above described easement and right-of-way is free from all encumbrances and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The first party further grants to the second party:

(a) The right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon if such there be; otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the first party.

Second party hereby covenants and agrees:

(a) Second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's fences, private roads or lanes on said lands.



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MAY 12 8 00 AM '61

(b) Second party shall indemnify first party against any loss or damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of the second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with the second party's full enjoyment of the rights hereby granted; provided that the first party shall not erect or construct any building or other structure or drill or operate any well or remove any soil, sand or gravel in said strip or diminish or substantially add to the ground cover over said pipelines.

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 hands and seals the day and year first above written.

PARTY OF THE SECOND PART:

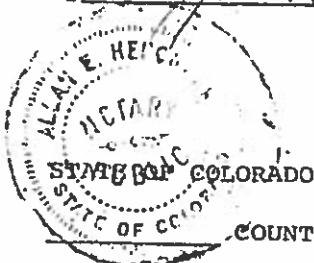
METROPOLITAN DENVER SEWAGE
DISPOSAL DISTRICT NO. 1

By

Jack B. Enger

PARTY OF THE FIRST PART:

Lloyd D. Durland
Marie Durland



ACKNOWLEDGEMENTS

COUNTY OF

ADAMS

ss.

The foregoing Easement was acknowledged before me this 1 day of MAY, 1982, by Lloyd Durland & Marie Durland

WITNESS my hand and official seal.

My commission expires: 2/2/85

William Z. Krumm
Notary Public

STATE OF COLORADO)

ss.

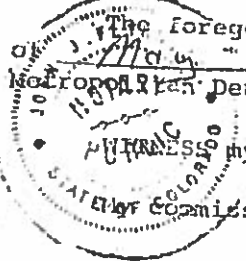
COUNTY OF ADAMS)

Business Address: 2614 E. Harrison
Denver, Colo.

The foregoing Easement was acknowledged before me this 16th day of May, 1982, by Jack B. Enger, Manager of the Metropolitan Denver Sewage Disposal District No. 1.

WITNESS my hand and official seal.

My commission expires: March 10, 1986



John J. Enger
Notary Public

Business Address:
1040 Capitol Life Center
-2- Denver, CO 80203

EXHIBIT A
RD-2

Permanent Easement:

A 20 foot sanitary sewer easement over a strip of land located in the northeast one quarter of Section 33, Township 1 south, Range 67 west of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Commencing at the northeast corner of the northeast one quarter of said Section 33; thence south $0^{\circ}07'42''$ east along the east line of said northeast one quarter a distance of 1555.76 feet to the point of beginning; thence south $28^{\circ}52'18''$ west along the north right of way line of Riverdale Road 544.01 feet; thence north $13^{\circ}04'13''$ east 73.45 feet; thence north $28^{\circ}52'18''$ east 509.39 feet; thence south $0^{\circ}07'41''$ east along said east line of said northeast one quarter a distance of 41.25 feet to the point of beginning.

Containing 0.242 acres, more or less.

EXHIBIT B
BG-3Permanent Easement

A 20 foot permanent sanitary sewer easement over a strip of land located in the northeast one quarter of Section 33, Township 1 south, Range 67 west of the 6th P.M., County of Adams, State of Colorado, lying 10 feet on each side of the following described centerline:

Commencing at the north one quarter corner of said Section 33; thence north $89^{\circ}20'25''$ east along the north line of said northeast one quarter a distance of 1154.39 feet; thence south $0^{\circ}39'35''$ east 30.00 feet to the south right of way line of East 128th Avenue being the true point of beginning; thence south $43^{\circ}44'12''$ west 200.85 feet; thence south $57^{\circ}36'04''$ west 350.00 feet; thence south $68^{\circ}44'59''$ west 250.00 feet; thence south $30^{\circ}39'21''$ west 392.19 feet; thence south $65^{\circ}31'22''$ west 311.63 feet to the west line of said northeast one quarter being the point of terminus, extending and shortening side lines to terminate on property line.

Containing 0.691 acres, more or less.



MILLER - ERNSTSEN
AND ASSOC., INC.

CIVIL AND LAND DEVELOPMENT ENGINEERING
LAND SURVEYING

7950 EAST PRENTICE AVE. #202

770-2015

ENGLEWOOD, COLORADO 80111

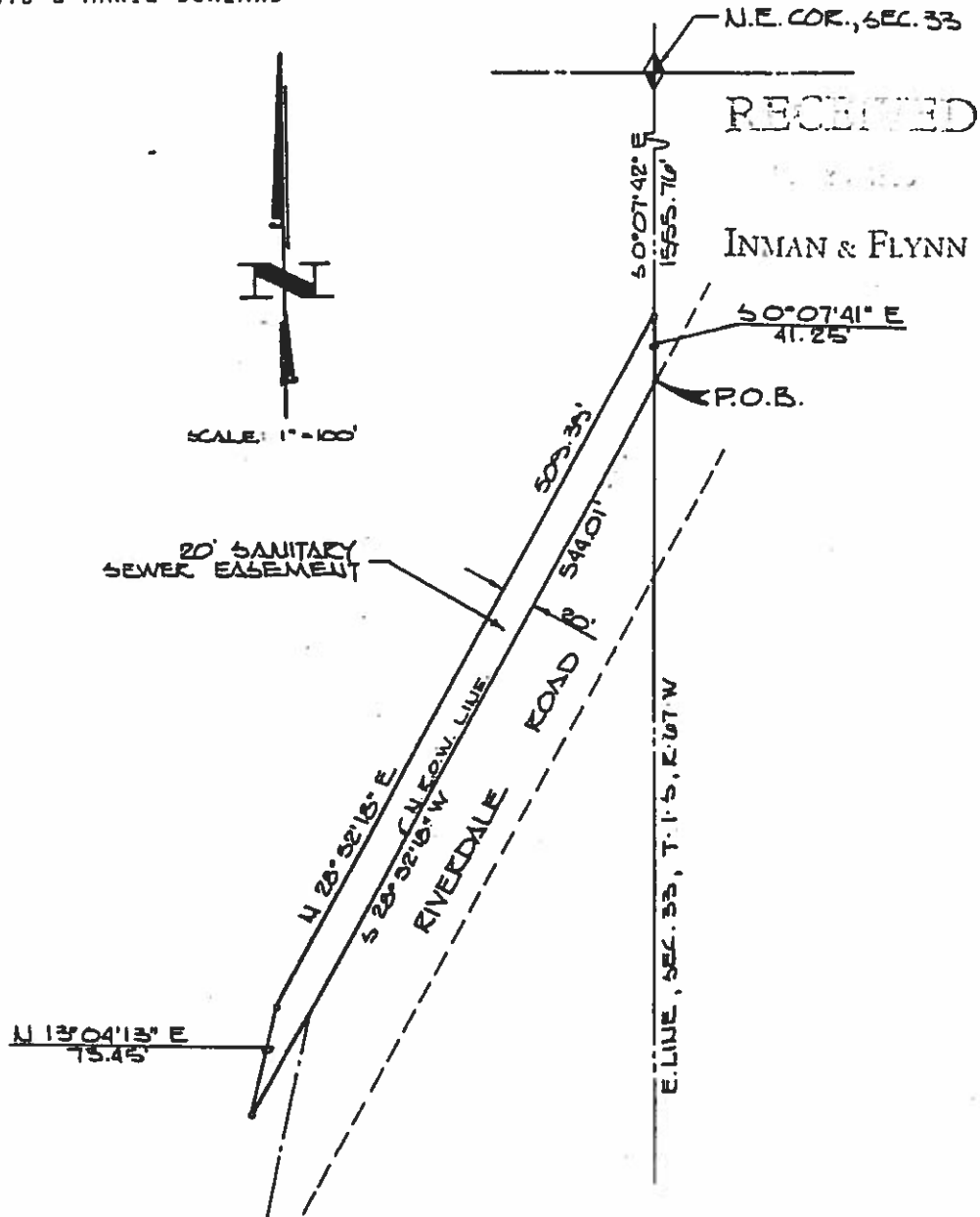
JANUARY 18, 1983

SHEET 1 OF 2

JOB NO. 1442

PARCEL NO. RD-2

OWNER: LLOYD & MARIE DURLAND





MILLER, ERNSTSEN
AND ASSOC., INC.

CIVIL AND LAND DEVELOPMENT ENGINEERING
LAND SURVEYING

7330 EAST PRENTICE AVE. #202

770-2019

ENGLEWOOD, COLORADO 80111

JANUARY 18, 1983

SHEET 2 OF 2

JOB NO. 1442

PARCEL NO. RD-2

OWNER: LLOYD & MARIE DURLAND

LEGAL DESCRIPTION

A 20 FOOT SANITARY SEWER EASEMENT OVER A STRIP OF LAND LOCATED IN THE NORTHEAST ONE QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST ONE QUARTER OF SAID SECTION 33; THENCE SOUTH $0^{\circ}07'42''$ EAST ALONG THE EAST LINE OF SAID NORTH-EAST ONE QUARTER A DISTANCE OF 1555.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $28^{\circ}52'18''$ WEST ALONG THE NORTH RIGHT OF WAY LINE OF RIVERDALE ROAD 544.01 FEET; THENCE NORTH $13^{\circ}04'13''$ EAST 73.45 FEET; THENCE NORTH $28^{\circ}52'18''$ EAST 509.39 FEET; THENCE SOUTH $0^{\circ}07'41''$ EAST ALONG SAID EAST LINE OF SAID NORTHEAST ONE QUARTER A DISTANCE OF 41.25 FEET TO THE POINT OF BEGINNING, CONTAINING 0.242 ACRE, MORE OR LESS.

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2747 PAGE 404

EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES

MAY 17 11 19 AM '83

THIS INDENTURE, Made this 2nd day of May, 1983, between Adams County Board of County Commissioners of the County of Adams, of the State of Colorado, party of the first part; and the METROPOLITAN DENVER SEWAGE DISPOSAL DISTRICT NO. 1, a metropolitan sewage disposal district, duly organized under the laws of the State of Colorado, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Ten dollars and other consideration, cash in hand paid, the receipt of which is hereby acknowledged, parties of the first part have this day bargained and sold and by these presents bargain and sell and convey and transfer and deliver unto the party of the second part a permanent 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 underground pipelines and/or mains for the purpose of conveying sewage and other fluids over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains, manholes and appurtenances.

The easement and right-of-way hereby granted is located in the _____ County of Adams, State of Colorado, and is over across and through a strip of land described as follows:

See attached Exhibit A

To have and hold such easement and right-of-way unto the party of the second part and unto its successors and assigns forever.

The party of the first part does hereby covenant with the party of the second part that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part hereof, that the above described easement and right-of-way is free from all encumbrances and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

The party of the first part further grants to the second party:

(a) The right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon if such there be; otherwise by such route or routes as shall occasion the least practical damage and inconvenience to the first party.

Second party hereby covenants and agrees:

(a) Second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's fences, private roads or lanes on said lands.

(b) Second party shall indemnify first party against any loss or damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of the second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with the second party's full enjoyment of the rights hereby granted; provided that the first party shall not erect or construct any building or other structure or drill or operate any well or remove any soil, sand or gravel in said strip or diminish or substantially add to the ground cover over said pipelines.

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 hands and seals the day and year first above written.

PARTY OF THE SECOND PART:

METROPOLITAN DENVER SEWAGE
DISPOSAL DISTRICT NO. 1

By Jack B. Enger

PARTY OF THE FIRST PART:

Leo M. Younger, Jr.
Chairman, Adams County Board
of County Commissioners

ACKNOWLEDGEMENTS

APPROVED AS TO FORM
COUNTY ATTORNEY

STATE OF COLORADO)
) ss.
County of Adams)

The foregoing Easement was acknowledged before me this 16th day of May, 19 83, by Leo M. Younger, Jr., Chairman,
Adams County Board of County Commissioners

WITNESS my hand and official seal.

My commission expires: 11-15-84

William L. Thatcher
Notary Public
Business Address:
450 So. 4th Ave., Brighton, CO 80601

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing Easement was acknowledged before me this 2nd day of May, 19 83, by Jack B. Enger of the
Metropolitan Denver Sewage Disposal District No. 1.

WITNESS my hand and official seal.

My commission expires: March 10, 1986

John D. Enger
Notary Public
Business Address:
1900 Grant Street
Suite 710
Denver, CO 80203

EXHIBIT A
RD-1

Permanent Easement

A 20 foot permanent sanitary sewer easement over a strip of land located in the northwest one quarter of Section 34, Township 1 south, Range 67 west of the 6th P.M., County of Adams, State of Colorado, lying 10 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 34; thence north $76^{\circ}28'03''$ east 91.22 feet to the true point of beginning; thence south $0^{\circ}41'39''$ east 799.49 feet; thence south $5^{\circ}38'46''$ west 722.67 feet, more or less, to the north right of way line of Riverdale Road, being the point of terminus, extending and shortening side lines to terminate on property lines.

Containing 0.699 acres, more or less.



MILLER - ERNSTSEN
AND ASSOC., INC.

JANUARY 18, 1983

PARCEL NO: RD-1

OWNER: ADAMS COUNTY

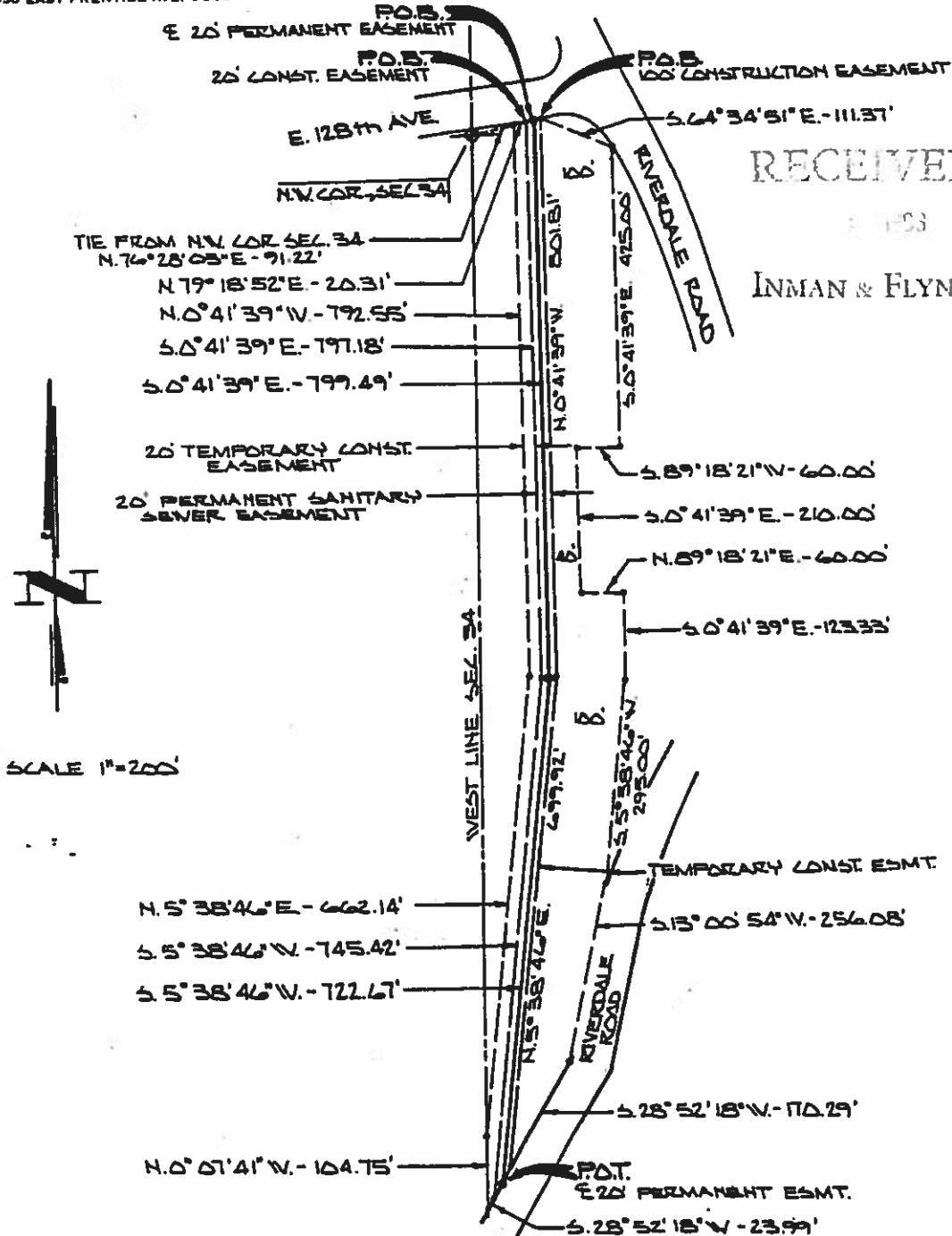
REGIONAL PARK COMPLEX

CIVIL AND LAND DEVELOPMENT ENGINEERING
LAND SURVEYING
SHEET 1 OF 2
770-2015

JOB NO. 1442

7990 EAST PRENTICE AVE. #202

ENGLEWOOD, COLORADO 80111





MILLER - ERNSTSEN
AND ASSOC., INC.

CIVIL AND LAND DEVELOPMENT ENGINEERING
LAND SURVEYING

7990 EAST PRENTICE AVE. #202

770-2015

ENGLEWOOD, COLORADO 80111

SHEET 2 OF 2

JOB NO. 1442

JANUARY 18, 1983

PARCEL NO: RD-1

OWNER: ADAMS COUNTY REGIONAL PARK COMPLEX

LEGAL DESCRIPTION

A 20 FOOT PERMANENT SANITARY SEWER EASEMENT OVER A STRIP OF LAND LOCATED IN THE NORTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH $76^{\circ}28'03''$ EAST 91.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $0^{\circ}41'39''$ EAST 799.49 FEET; THENCE SOUTH $5^{\circ}38'46''$ WEST 722.67 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF RIVERDALE ROAD, BEING THE POINT OF TERMINUS, EXTENDING AND SHORTENING SIDE LINES TO TERMINATE ON PROPERTY LINES, CONTAINING 0.699 ACRES, MORE OR LESS.

ALSO A 20 FOOT TEMPORARY CONSTRUCTION EASEMENT OVER A 20 FOOT WIDE STRIP OF LAND ADJOINING AND PARALLEL WITH THE WESTERLY SIDE OF THE ABOVE DESCRIBED 20 FOOT PERMANENT EASEMENT AND LYING EAST OF THE WEST LINE OF SAID NORTHWEST ONE-QUARTER, CONTAINING 0.70 ACRES, MORE OR LESS.

ALSO A TEMPORARY CONSTRUCTION EASEMENT OVER A STRIP OF LAND ADJOINING AND PARALLEL WITH THE EASTERLY SIDE OF THE ABOVE DESCRIBED 20 FOOT PERMANENT EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 20 FOOT PERMANENT EASEMENT; THENCE SOUTH $0^{\circ}41'39''$ EAST ALONG THE EAST LINE OF SAID PERMANENT EASEMENT 801.81 FEET; THENCE CONTINUING ALONG THE EAST LINE SOUTH $5^{\circ}38'46''$ WEST 699.20 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF RIVERDALE ROAD; THENCE ALONG THE SAID RIGHT OF WAY LINE THE FOLLOWING 2 COURSES: (1) THENCE NORTH $28^{\circ}52'18''$ EAST 170.29 FEET, MORE OR LESS; (2) THENCE NORTH $13^{\circ}00'54''$ EAST 256.08 FEET; THENCE NORTH $5^{\circ}38'46''$ EAST PARALLEL WITH AND 100 FEET EAST OF THE EAST LINE OF SAID PERMANENT EASEMENT 295.00 FEET; THENCE NORTH $0^{\circ}41'39''$ WEST 123.33 FEET; THENCE SOUTH $89^{\circ}18'21''$ WEST 60.00 FEET; THENCE NORTH $0^{\circ}41'39''$ WEST 210.00 FEET; THENCE NORTH $89^{\circ}18'21''$ EAST 60.00 FEET; THENCE NORTH $0^{\circ}41'39''$ WEST 425.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF RIVERDALE ROAD; THENCE NORTHERLY AND WESTERLY ALONG RIGHT OF WAY LINES OF RIVERDALE ROAD AND 128TH AVENUE TO THE POINT OF BEGINNING, CONTAINING 2.78 ACRES, MORE OR LESS.