

GRANT OF PERPETUAL STORM SEWER EASEMENT

THIS GRANT OF PERPETUAL EASEMENT is made this 7th day of July 2020, by and between Hyland Hills Park and Recreation District, whose address is 8801 N. Pecos Street, Federal Heights, CO 80260 ("Grantor"), and the County of Adams, Colorado, whose address is 4430 S. Adams County Pkwy., Brighton, CO 80601 ("Grantee").

For consideration in the amount of Ten Dollars (\$10.00) and the covenants and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged,

1. Grantor hereby grants and conveys to Grantee, a perpetual, non-exclusive twenty foot (20') easement for the purpose of maintaining, operating, repairing, and replacing of a storm sewer and improvements through, over, under and across Grantor's property and shown on Exhibit A attached hereto and incorporated herein by reference (the "Storm Sewer Easement").
2. Such Easement shall include the right for Grantee of ingress and egress over the Easement for the purpose of exercising the rights herein granted to Grantee.
3. Grantor reserves the right to use and occupy the Easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee's rights hereunder. Grantor agrees not to erect or construct any building or structure within the Storm Sewer Easement.
4. Grantor shall construct the storm sewer, at Grantor's sole expense, and in a manner acceptable to Grantee. Grantee shall, thereafter, be responsible for operation, maintenance, repair and replacement of the storm sewer.
5. The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns, so long as the Storm Sewer Easement improvements and the appurtenances thereto are maintained and operated by Grantee, its successors and assigns. If Grantee permanently abandons and ceases to use the Storm Sewer Easement herein granted all of Grantee's right, title and interest in the premises shall vest to the then-owner of the underlying property.
6. It is hereby agreed that all work performed by Grantee, its successors or assigns, in connection with this Storm Sewer Easement shall be done with care, and the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to protect the facilities and appurtenances installed.
6. Grantee will repair any damage to the Grantor's property resulting from Grantee's operation, maintenance, repair, reconstruction, replacement, inspection, survey or removal of the storm sewer improvements or appurtenances thereto, provided that Grantor shall provide Grantee advance written notice advising Grantee of the necessity of repairs and setting forth a reasonable time for Grantee to perform the repair.
7. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

8. All of the covenants contained in this Grant of Perpetual Easement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assignees.

IN WITNESS WHEREOF, the undersigned has set her hand hereto on the day and year above first written.

GRANTOR HYLAND HILLS PARK & RECREATION DISTRICT



By: Yvonne Fischbach, Executive Director

STATE OF COLORADO)

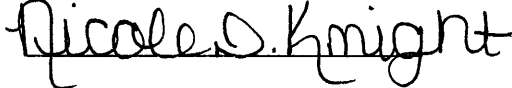
) ss.

COUNTY OF ADAMS)

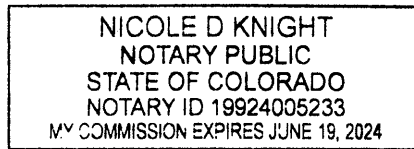
Acknowledged before me this 8th day of July 2020, by Yvonne Fischbach, its Executive Director for Hyland Hills Park & Recreation District.

WITNESS my hand and official seal.

My commission expires: 6.19.2024



NOTARY PUBLIC



GRANTEE ADAMS COUNTY, COLORADO

ATTEST:

JOSH ZYGIELBAUM,

CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS

ADAMS COUNTY, COLORADO

BY:

APPROVED AS TO FORM:

Chair:

Adams County Attorney's Office

STORM SEWER EASEMENT

A TWENTY FOOT WIDE STORM SEWER EASEMENT SITUATED IN A PORTION OF THE NORTHEAST QUARTER NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY COLORADO; SAID EASEMENT BEING TWENTY FEET WIDE AND LYING TEN FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 37, BLOCK 18, BERKELEY GARDENS SUBDIVISION; THENCE N89°26'03"E 15.57 FEET TO A POINT ON THE NORTH END OF THE MEADE STREET RIGHT-OF-WAY, BEING THE TRUE POINT OF BEGINNING; THENCE N00°00'44"W 58.98 FEET; THENCE N18°42'51"W 44.92 FEET; THENCE N46°02'13"W 32.37 FEET; THENCE N04°54'31"W 47.11 FEET; THENCE N13°50'14"E 49.59 FEET, TO THE TERMINUS, BEING A POINT ON THE SOUTH LINE OF A DRAINAGE AND ACCESS EASEMENT.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS N89°26'03"E BETWEEN THE NORTHWEST CORNER OF LOT 37, BLOCK 18, BERKELEY GARDENS, BEING A REBAR AND CAP PLS 6973 AND THE NORTHWEST CORNER OF LOT 12, BLOCK 17, BERKLEY GARDENS, BEING A REBAR AND CAP PLS 28275.

Prepared for and on behalf of:

Diamondback Engineering & Surveying, Inc.
12640 W. Cedar Dr. Suite C
Lakewood, CO 80228

By: Jerald W. Richmond PLS 26298

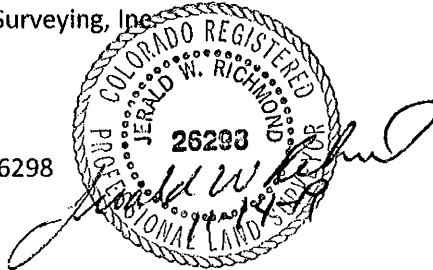


EXHIBIT A

TWENTY FOOT STORM SEWER EASEMENT
A PORTION OF THE NE1/4 NE1/4, SECTION 18,T.3S. R.68W.,
OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

