

**PERMANENT DRAINAGE EASEMENT AGREEMENT
(the "Agreement")**

KNOW ALL MEN BY THESE PRESENTS:

That EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose legal address is 6201 South Gun Club Road, Aurora, Colorado 80016 (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter "County"), its successors and assigns, a non-exclusive permanent storm water drainage easement (the "Easement") for the purpose of maintenance of a detention pond and all related drainage facilities, including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, and maintenance roads (the "Drainage Facilities"), said Easement to be used solely in the event Grantor fails to maintain such Drainage Facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A" and "Exhibit B" attached hereto and incorporated by this reference (the "Premises").

Together with the right to ingress and egress over and across the Premises.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said Easement that will cause any obstructions to prevent the proper maintenance and use of said Drainage Facilities.

In the event the County exercises its right to maintain the Drainage Facilities, only after fifteen (15) business days prior written notice to Grantor of the need to maintain the Drainage Facilities and the Grantor's failure to do so, all of the County's costs to maintain the Drainage Facilities shall be reimbursed by Grantor within thirty (30) days of receiving the County's invoice.

In further consideration of the granting of this Easement, it is hereby agreed that all work performed by the County, its successors and permitted assigns, in connection with this Easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the Drainage Facilities and appurtenances installed and any damages caused on said Premises arising out of the reconstruction, maintenance and repair of said

Drainage Facilities in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

Any assignment of the Easement, in whole or in part, shall require the prior written consent of Grantor.

The Grantor reserves the right to use and occupancy of the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Premises and benefits of this Easement by the County, its successors and permitted assigns, as described herein, such determination to be made by the Grantor in its reasonable discretion.

This Easement grant is without warranty of title and is subject to all prior encumbrances, easements, restrictions, reservations and rights-of-way affecting the Premises.

Nothing in this Agreement shall be construed as a waiver in whole or in part of any of the rights, protections, privileges, limitations on damages, or governmental immunity provided to Grantor or to the County and their respective directors, officers, employees, servants, agents, or authorized volunteers pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as the same currently exists or may hereafter be amended.

This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, any rights to claim damages or to bring any suit, action or other proceeding against the Grantor because of any breach of this Agreement or because of any of the terms, covenants, agreements or conditions herein contained.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Drainage Easement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Permanent Drainage Easement.

EAST CHERRY CREEK VALLEY WATER AND
SANITATION DISTRICT

By: Monica E. Holland
Print Name: Monica E. Holland
Print Title: Treasurer

STATE OF COLORADO)

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 10th day of December,
2020 by Monica E. Holland, as Treasurer of
East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation
and political subdivision of the State of Colorado.

IN WITNESS WHEREOF, I have hereto set my hand and official seal

My commission expires:

July 20, 2023

Rebecca Bellamy
Notary Public



COUNTY OF ADAMS

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by the County of Adams, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF ECCV AS RECORDED UNDER RECEPTION NO. 20051028001189880 AND SECOND ECCV PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 20051014001132940 ALL AS RECORDED IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2 BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "PLS 25379", WHENCE THE CENTER QUARTER OF SAID SECTION 2, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "PLS 13155" BEARS N 00°12'52" E, A DISTANCE OF 2635.28 FEET; THENCE N 15°16'45" W, A DISTANCE OF 930.30 FEET TO THE **POINT OF BEGINNING**;

THENCE N 89°47'15" W, A DISTANCE OF 54.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID ECCV PARCEL; THENCE ALONG SAID WESTERLY LINE N 00°18'47" W, A DISTANCE OF 244.01 FEET; THENCE DEPARTING SAID WESTERLY LINE S 89°47'08" E, A DISTANCE OF 113.00 FEET; THENCE S 00°18'47" E, A DISTANCE OF 191.01 FEET; THENCE N 89°47'08" W, A DISTANCE OF 59.00 FEET; THENCE S 00°18'47" E, A DISTANCE OF 53.00 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 24,446.1 SQUARE FEET OR 0.6 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 20002 (POND NBS)

EXHIBIT "B" ATTACHED AND HEREBY MADE A PART THEREOF.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.