

## DRAINAGE EASEMENT AGREEMENT

### RECITALS

WHEREAS, the East Cherry Creek Valley Water and Sanitation District (“Grantor”) and Arapahoe County, Colorado (the “County”) previously entered into that Drainage Easement Agreement recorded February 26, 1998 in the Office of the Arapahoe County Clerk and Recorder at Reception No. A8025953 (the “Prior Easement”);

WHEREAS, as part of Grantor’s office expansion project, the parties identified that the drainage improvements comprising the “Improvements” under the Prior Easement were not in fact located within the easement area granted therein and that those Improvements should have been dedicated to the City of Aurora, Colorado (“City”) at such time as the City accepted Smoky Hill Road;

WHEREAS, as part of that office expansion project, the County and City directed the Grantor to develop a plan to extend the storm line from Smoky Hill Road through the Grantor’s property as depicted in the Smoky Hill Road Storm Sewer Line Extension 100% Plans, approved by County via Case No. LE 18-007, dated May 5, 2021, and attached hereto as Exhibit A (the “Drainage Improvements”);

WHEREAS, the parties desire to vacate the Prior Easement, reflect the dedication of the Drainage Improvements to the City and the City’s acceptance of the same, and grant the City a new easement in the location of the Drainage Improvements to allow the City to operate and maintain the same.

### TERMS

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, and conveys to the City, whose address is 15151 E. Alameda Parkway, Aurora, CO, its successors and permitted assigns, a perpetual nonexclusive easement (the "Easement") to construct, operate, use, maintain, repair, replace, and/or remove certain existing drainage ditches, culverts, and pipes and appurtenances thereto, including the Drainage Improvements (collectively, the "Improvements") in, to, through, over, under, and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The Recitals above are hereby incorporated in full herein.
2. This Drainage Easement Agreement supersedes and replaces in its entirety the Prior Easement, and the easement granted therein is hereby vacated in full. All real property interests represented by such Prior Easement hereby revert to the Grantor, its heirs, successors, and/or assigns.

3. The City hereby accepts ownership of the Drainage Improvements, including the ongoing operation and maintenance of the same.
4. The City, its agents, successors, and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary for the construction, reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvements.
5. Upon completion of construction, maintenance, repair, removal, or replacement activities, the City, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, to the condition it was in immediately prior to the initiation of its activities, except as necessarily modified to accommodate the Improvements.
6. The City shall have the right to enter upon the Premises and to survey, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to the trimming of trees and bushes. In addition, the City shall have the right, subject to the Grantor's approval, to use so much of the adjoining premises of the Grantor during surveying, reconstruction, use, maintenance, repair, replacement, and/or removal of the Improvements as may be reasonably required.
7. The City shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.
8. It is expressly acknowledged and agreed that the City shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the City herein. In addition, the City shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes of reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvements consistent herewith.
9. The Grantor reserves the right to grant further easement interests in the Premises to other grantees so long as such interests and uses are not inconsistent with the use of the Easement by the City, its successors and permitted assigns as described herein.
10. The City agrees that at such time and in the event that the Easement described herein be abandoned by the City, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns.

11. The City hereby agrees to reconstruct, operate, use, maintain, repair, replace, and/or remove, as appropriate, any portion of the Improvements installed on the Premises in a manner consistent with its ordinary operation and maintenance program.
12. Each and every one of the benefits and burdens of this Easement shall insure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the City.
13. The rights and responsibilities set forth in this Drainage Easement Agreement are intended to be covenants on the Premises and are to run with the land until this Easement is abandoned or terminated pursuant to the terms set forth herein.

**[Remainder of page intentionally left blank.]**

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

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of East Cherry Creek Valley Water and Sanitation District.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CITY OF AURORA, STATE OF COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

BOARD OF COUNTY COMMISSIONERS, OF  
THE COUNTY OF ARAPAHOE, STATE OF  
COLORADO

By: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to authority of Resolution No. \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of  
\_\_\_\_\_.

Witness my hand and official seal.

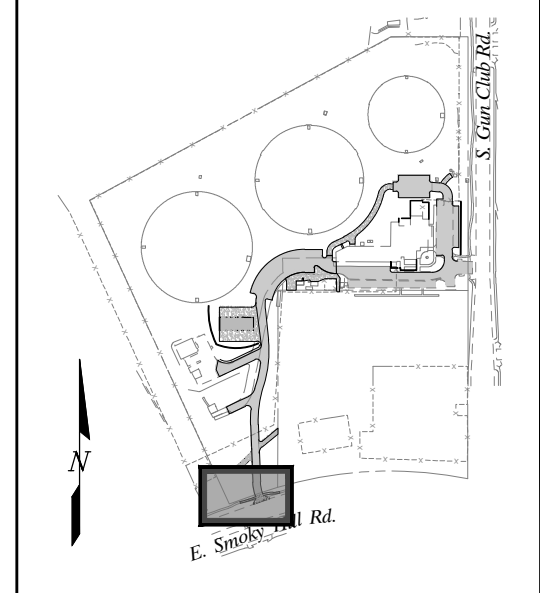
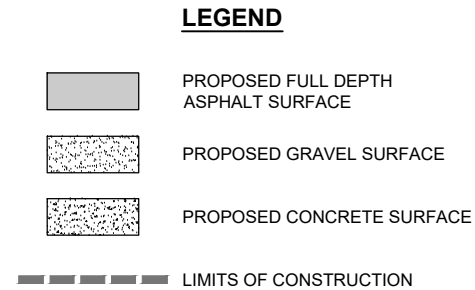
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**THE DRAINAGE IMPROVEMENTS**

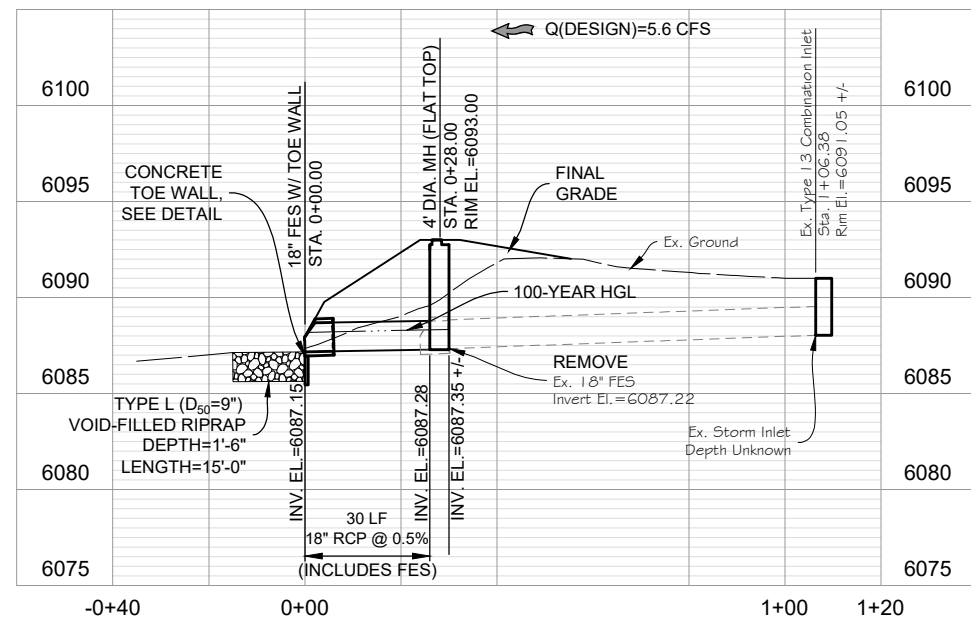


Proposed Drainage  
Easement  
-16 feet centered on pipe  
-20 feet past FES

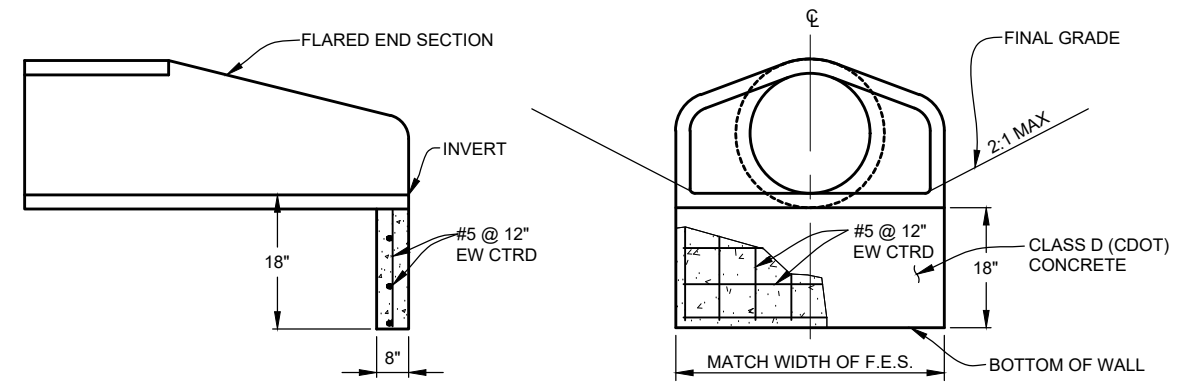


- NOTES:**
- ALL CONCRETE STORM SEWER PIPE SHALL BE CL III RCP.
  - JOINT FASTENERS SHALL BE INSTALLED ON FES.
  - THE 100-YEAR ESTIMATED FLOW TO STORM SEWER IS 5.6 CFS, BUT INLET IS ESTIMATED TO ONLY CAPTURE 3.1 CFS. DESIGN WAS CONSERVATIVELY PERFORMED USING 5.6 CFS. SEED PRIOR TO INSTALLING EROSION CONTROL BLANKET. EROSION CONTROL BLANKET SHALL BE A STRAW/COCONUT BLANKET SC400B WITH A TOP AND BOTTOM BIODEGRADABLE NETTING MANUFACTURED BY NEDIA ENTERPRISES, INC. OR EQUIVALENT.
  - 
  -

**PLAN**



**PROFILE**  
SCALE: HORIZ. 1"=40'  
VERT. 1"=10'



- NOTE:**
- JOINT FASTENERS (2) ARE REQUIRED ON END SECTION. SEE CDOT M&S STANDARDS M603-10 FOR DETAILS.

**TOE WALL DETAIL**  
N.T.S.

ARAPAHOE COUNTY CASE NO. LE18-007  
SEMSWA CASE NO. DPR18-00080

PREPARED UNDER THE SUPERVISION OF

DESIGNED: GTR

DRAWN: CAS

CHECKED: CLK

**100% PLANS**

| SHEET REVISIONS |      |             |
|-----------------|------|-------------|
| NO.             | DATE | DESCRIPTION |
|                 |      |             |
|                 |      |             |
|                 |      |             |

**MULLER ENGINEERING COMPANY**  
777 S. WADSWORTH BLVD. 4-100 LAKEWOOD, COLORADO 80226

**ECCV**  
Water & Sanitation District

|   |                        |
|---|------------------------|
| ECCV OFFICE EXPANSION                             | DATE<br>07/27/21       |
| CIVIL   | DRAWING NO.<br>C-60    |
| <b>SMOKY HILL ROAD STORM SEWER LINE EXTENSION</b> | SHEET NO.<br>65A OF 83 |

PLOTTED: 7/28/2021 9:30:47 AM  
 NAME: P:\2016 PROJECTS\16-065.01 ECCV OFFICE EXPANSION - ECCV\CADEXHIBITS\EXH7\_16-065.01\_SMOKY HILL STORM P&P.DWG



**EXHIBIT B**  
**THE PREMISES**

**EXHIBIT "A"**  
**DRAINAGE EASEMENT**

That portion of Lot, Block 1, East Cherry Creek Valley Water & Sanitation District Zone 2 Reservoir Site Final Plat, as recorded at Reception No. B2077514, records of Arapahoe County, Colorado, lying within the northeast quarter of Section 24, Township 5 South, Range 66 West of the Sixth Principal Meridian, Arapahoe County, Colorado, more particularly described as follows:

Commencing at the Center Quarter corner of said Section 24, monumented by a 3-1/2" aluminum cap, marked "P R Fletcher & Assoc T5S, R66W, C1/4 1999 PLS 29039" from which the East Quarter corner of said Section 24, monumented by a 3-1/2" aluminum cap with illegible marking bears North 89°28'05" East, a distance of 2627.82 feet;

Thence North 88°38'52" East, a distance of 1968.24 feet to the most southerly corner of said Lot 1, Block 1;

Thence along the southerly line of said Lot 1, Block 1 and the northerly right-of-way line of Smoky Hill Road as established by Right-of-Way Parcel 14, as recorded at Reception No. A7119289, records of Arapahoe County, North 70°39'10" East, a distance of 57.00 feet and the Point of Beginning.

Thence departing said southerly line of said Lot 1, Block 1 and said northerly right-of-way line of said Smoky Hill Road the following nine courses;

1. North 32°58'49" West, a distance of 4.69 feet;
2. North 84°01'02" West, a distance of 20.92 feet;
3. South 05°58'58" West, a distance of 2.00 feet;
4. North 84°01'02" West, a distance of 25.88 feet;
5. North 05°58'58" East, a distance of 20.00 feet;
6. South 84°01'02" East, a distance of 25.88 feet;
7. South 05°58'58" West, a distance of 2.00 feet;
8. South 84°01'02" East, a distance of 28.55 feet;
9. South 32°58'49" East, a distance of 16.20 feet to said southerly line of said Lot 1, Block 1 and said northerly right-of-way line of said Smoky Hill Road;

Thence along said southerly line of said Lot 1, Block 1 and said northerly right-of-way line of said Smoky Hill Road, South 70°39'10" West, a distance of 16.46 feet to the Point of Beginning.

Containing 1080 square feet or 0.0248 acres, more or less.

Subject to existing rights-of-way and easements.

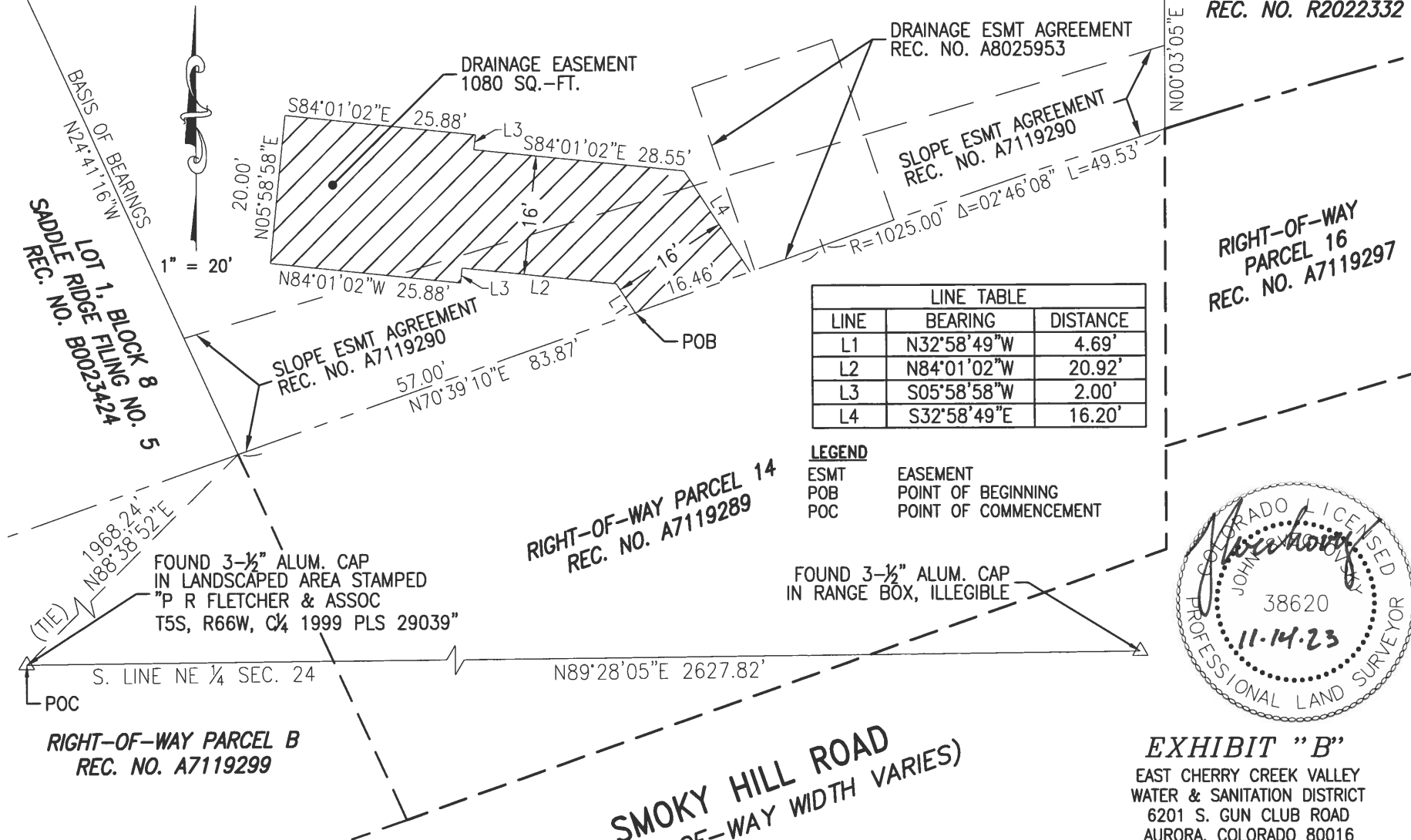
Basis of Bearings for this description is the southwesterly line of said Lot 1, Block 1, said line bearing North 24°41'16" West.

For and on behalf of Arapahoe County  
John Svehovsky, PE 52956, PLS 38620  
6924 S. Lima Street  
Centennial, CO 80112



**LOT 1, BLOCK 1  
EAST CHERRY CREEK VALLEY WATER & SANITATION DISTRICT ZONE 2 RESERVOIR SITE FINAL PLAT  
REC. NO. B2077514**

**UNPLATTED  
PORTION OF DEED  
REC. NO. R2022332**



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | N32°58'49"W | 4.69'    |
| L2         | N84°01'02"W | 20.92'   |
| L3         | S05°58'58"W | 2.00'    |
| L4         | S32°58'49"E | 16.20'   |

**LEGEND**  
 ESMT EASEMENT  
 POB POINT OF BEGINNING  
 POC POINT OF COMMENCEMENT



**EXHIBIT "B"**  
 EAST CHERRY CREEK VALLEY  
 WATER & SANITATION DISTRICT  
 6201 S. GUN CLUB ROAD  
 AURORA, COLORADO 80016

11.14.2023  
 PAGE 2 OF 2

**ARAPAHOE COUNTY  
 MAPPING DEPARTMENT**  
 6924 South Lima Street  
 Centennial, Colorado 80112  
 720-874-6686

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS  
 INTENDED ONLY TO ILLUSTRATE THE ATTACHED PARCEL DESCRIPTION.