

DRAINAGE EASEMENT

This Drainage Easement is granted this 13th day of July, 1989, between William M. Moore, the GRANTOR, and the County of Arapahoe, State of Colorado, ("COUNTY") a body corporate and politic, whose legal address is 5334 South Prince Street, Littleton, Colorado 80166, and Harvey Alpert, Lee Alpert, Ted Alpert (SUBDIVIDER) whose legal address is 4643 S. Ulster St., Suite 1130, Denver, Colorado, 80237, the GRANTEES.

WITNESSETH: For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells and conveys to GRANTEES a PERMANENT NONEXCLUSIVE DRAINAGE EASEMENT upon, over, under, through and across the property described in Exhibit A attached hereto and incorporated herein by reference for the sole purpose of inspecting, constructing, installing, repairing and maintaining a storm sewer outfall for the the benefit of the Heron Court Subdivision, pursuant to the following terms and conditions:

1. SUBDIVIDER shall install and/or construct all drainage and storm sewer facilities necessary for SUBDIVIDER'S development, specifically a storm sewer outfall in accordance with The Heron Court Subdivision Storm Sewer Construction Plan and Profile and Storm Sewer details. SUBDIVIDER shall obtain all necessary permits and approvals.
2. SUBDIVIDER shall be responsible for all repair and maintenance of said facilities and all maintenance of the surface area within the EASEMENT including, but not limited to, necessary weed, vegetation and litter control.
3. GRANTEES, SUBDIVIDER and COUNTY, their agents and successors shall have and exercise the right of ingress and egress in, to, through, over, under and across the easement property for any repair, maintenance, replacement or removal of the facilities on the easement property.
4. COUNTY shall have the right to inspect the drainage and storm sewer facilities. If these facilities are not properly maintained by SUBDIVIDER, its successors and assigns, COUNTY may provide necessary maintenance and assess the maintenance costs to SUBDIVIDER, its successors and assigns.

5. GRANTOR and SUBDIVIDER agree that no fencing may be installed within the EASEMENT property unless prior written approval is given by COUNTY.

6. GRANTOR shall have the right to utilize the easement property for any purpose not inconsistent with this EASEMENT.

7. SUBDIVIDER agrees to restore the surface of the easement property to the condition it was in immediately prior to the grant of the EASEMENT, except as the surface may be modified by the above mentioned facilities.

8. GRANTOR warrants and represents that it is the fee simple owner of the easement property and has full right, title and authority to convey this EASEMENT.

9. GRANTEES agree that at such time and in the event that this EASEMENT shall be abandoned, the EASEMENT shall terminate and the real property interest represented hereunder shall revert to GRANTOR, its successors and assigns.

10. The benefits and burdens of this EASEMENT shall run with the ownership of the Easement Property and shall be binding upon and inure to the GRANTOR, GRANTEES and their respective successors and assigns.

11. The benefits of this Easement also shall run with the ownership of the Benefitted Property and shall inure to the benefit of the owner of the Benefitted Property and its successors and assigns.

GRANTOR:
William M. Moore

Attest

By William M. Moore
Title _____

Paula Dikhan

SUBDIVIDER:
Harvey Alpert

Attest

By Harvey Alpert
Title _____

Beverly M. Shatt

SUBDIVIDER:
Lee Alpert

Attest

By Lee Alpert
Title _____

Beverly M. Shatt

SUBDIVIDER:
Ted Alpert

Attest

By Ted Alpert
Title _____

Beverly M. Shatt

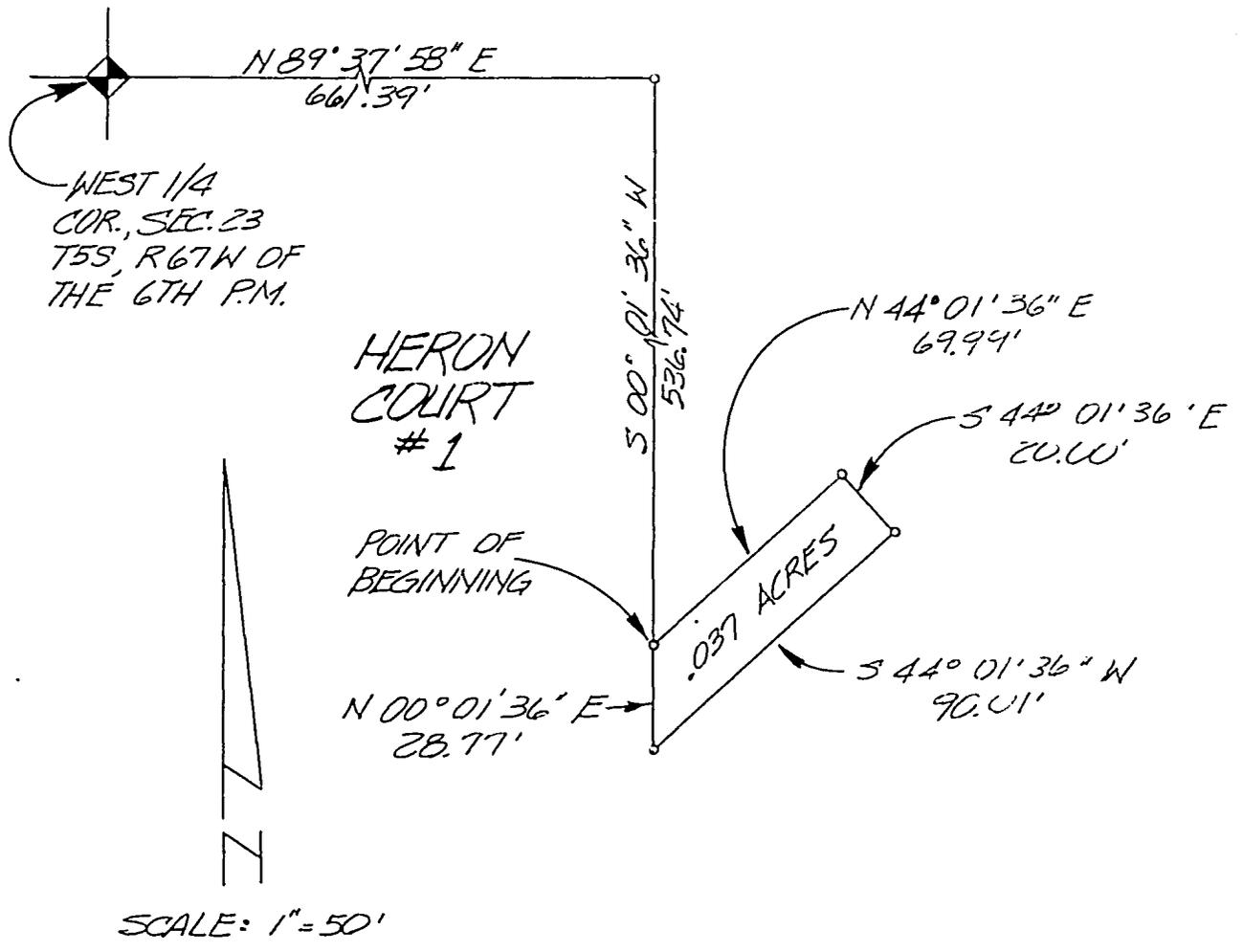
COUNTY:
County of Arapahoe

Attest

By Thomas Eggert
Title Chairman Board of
County Commissioners

Thomas Eggert

STORM SEWER EASEMENT



LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ARAPAHOE COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 23; THENCE N89 37'58"E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 23 A DISTANCE OF 661.39 FEET THENCE S00 01'36"W A DISTANCE OF 536.74 FEET TO THE POINT OF BEGINNING; THENCE N44 01'36"E A DISTANCE OF 69.99 FEET; THENCE S44 01'36"E A DISTANCE OF 20.00 FEET; THENCE S44 01'36"W A DISTANCE OF 90.01 FEET; THENCE N00 01'36"E A DISTANCE OF 28.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 1599 SQUARE FEET OR .037 ACRES, MORE OR LESS.