

TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, from PCY HOLDINGS, LLC, a Colorado limited liability company, whose legal address is 34501 E. Quincy Ave. Bldg. 34, Watkins CO 80137, (the "Grantors") to the Board of County Commissioners of the County of Arapahoe, a body corporate and politic whose address is 5334 South Prince, Littleton, Colorado ("the County"), and relates to the Temporary Fire Station Development (the "Project").

In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby grant, bargain, sell and convey to the County, its successors and permitted assigns, a perpetual nonexclusive temporary easement (the "Easement") to reconstruct, operate, use, maintain, repair, replace, and remove aboveground and underground storm sewer conveyance, aboveground drainage structures and ditches, culverts, storm sewer improvements, pipes and appurtenances; and to construct and maintain slopes and cuts and fills thereto (the "Improvements") in, to, through, over, under, adjacent to and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises"), pursuant to the following terms and conditions:

1. The County, its agents, successors and permitted assigns, including the Grantor, 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 reconstruction, operation, use, maintenance, repair, replacement, and/or removal of the Improvement, and to remove objects interfering therewith,

including but not limited to the trimming of trees and bushes. In addition, the County 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.

2. Upon completion of maintenance, repair, removal, or replacement activities, the County, 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 the surface may be permanently modified by the use of this Easement.

3. The County 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.

4. It is expressly acknowledged and agreed that the County shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all or any rights to use, and all obligations associated with, the Easement as are granted to and assumed by the County herein. In addition, the County 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.

5. 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 County, its successors and permitted assigns as described herein.

6. The County agrees that at such time and in the event that the Easement described herein be abandoned by the County, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

7. The Grantor warrants, covenants, grants, bargains and agrees to and with the County that the Grantor is well seized of the Premises above conveyed and has good, sure, perfect, absolute and indefeasible estate, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever. The Grantor further promises and agrees to warrant and forever defend the County in its quiet and peaceful possession of the Premises in the exercise of its rights hereunder against all and every person or person lawfully claiming or to claim the whole or any part thereof.

8. The County shall reconstruct, operate, use, maintain, repair, replace and/or remove, as appropriate, any portion of the Improvements installed on the Premises by the County in a manner consistent with its ordinary operation and maintenance program.

9. 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 County.

10. The rights and responsibilities set forth in this 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.

11. This Temporary Drainage Easement for the Improvements will be terminated automatically when the Sky Ranch Development (at where this temporary drainage easement is

located) has designed and constructed the new storm system conveyance system needed to replace the Improvements and has dedicated and recorded all necessary permanent easements therefore to the County.



## Exhibit A

# EXHIBIT A

## LEGAL DESCRIPTION – TEMPORARY DRAINAGE EASEMENT

A TEMPORARY DRAINAGE EASEMENT BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER QUARTER CORNER OF SAID SECTION 3, BEING MONUMENTED BY A FOUND 2-1/2 INCH DIAMETER BRASS CAP STAMPED "T4S R65W C1/4 S3 1989 LS 9652" BEING 6 INCHES ABOVE THE GROUND SURFACE WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING A FOUND 1 INCH REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP STAMPED "CITY OF AURORA T4S S3/S10 R65W PLS 15244 1996", BEING 6 INCHES BELOW THE SURFACE, BEARS SOUTH 00°28'30" EAST, A DISTANCE OF 2646.20 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 33°00'31" WEST, A DISTANCE OF 391.53 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°14'54" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 89°45'10" WEST, A DISTANCE OF 700.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N. CARRIE STREET, AS DEDICATED BY THE PLAT OF SKY RANCH ACADEMY SUBDIVISION EXEMPTION PLAT, RECORDED AT RECEPTION NO. E2018387 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE NORTH 00°14'54" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET;

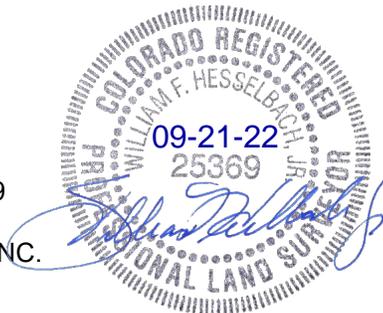
THENCE NORTH 89°45'10" EAST, A DISTANCE OF 700.00 FEET TO THE **POINT OF BEGINNING**,

SAID TEMPORARY DRAINAGE EASEMENT CONTAINING A CALCULATED AREA OF 14,000 SQUARE FEET OR 0.321 ACRE, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

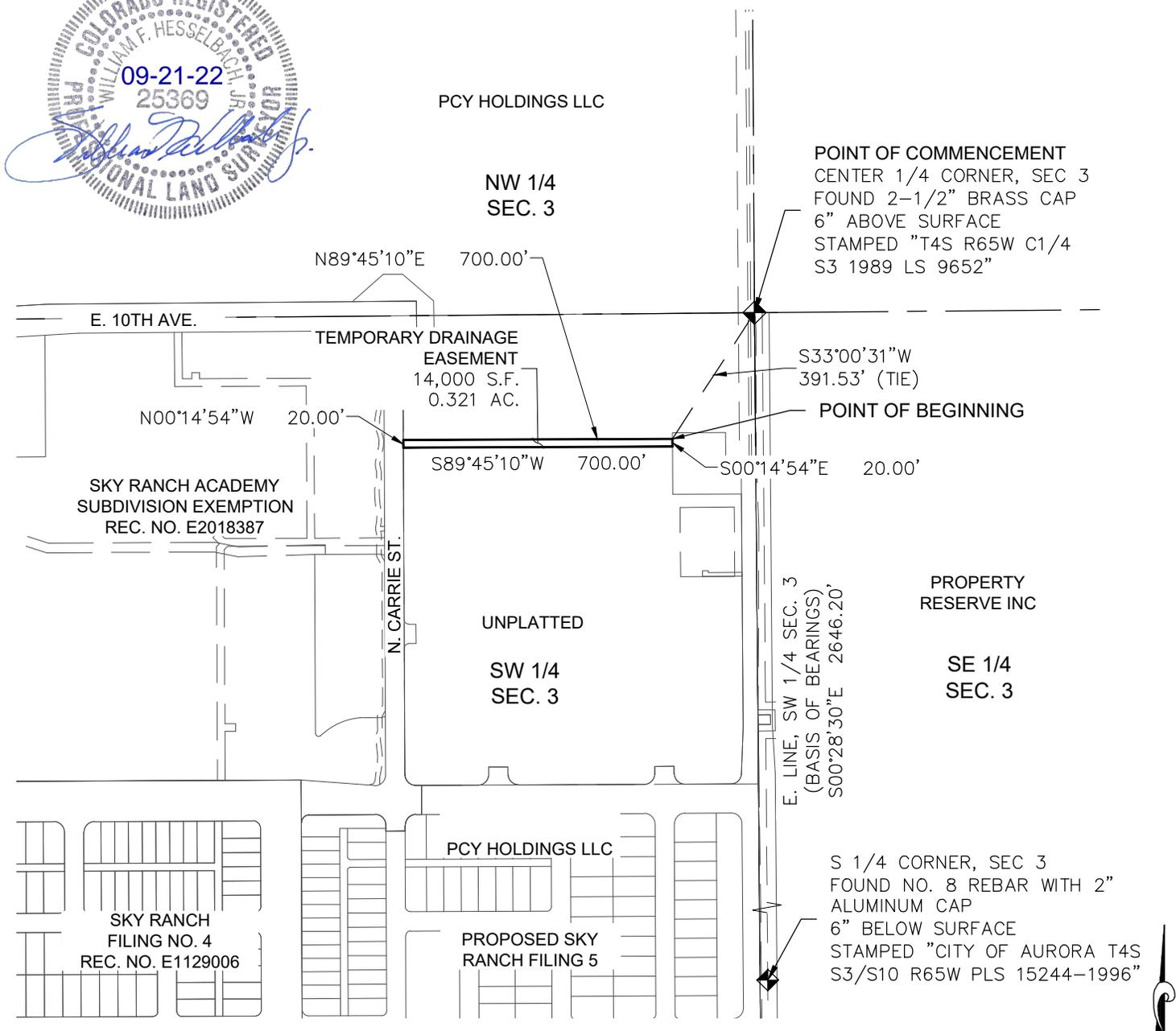
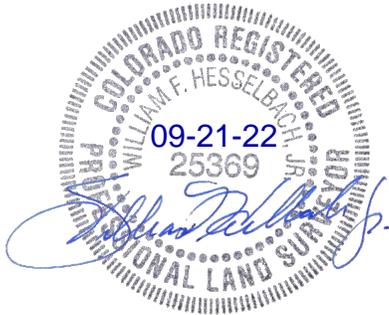
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH, JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

\_\_\_\_\_  
WILLIAM F. HESSELBACH, JR., P.L.S. 25369  
FOR AND ON BEHALF OF  
WESTWOOD PROFESSIONAL SERVICES, INC.  
10333 E. DRY CREEK ROAD, SUITE 240  
ENGLEWOOD, CO 80112



# ILLUSTRATION FOR EXHIBIT A



N:\PROJECTS\30107320 SKY RANCH\F2\CAD\SURVEY\LEGAL\SKY RANCH DRAINAGE EASEMENT DWG, WHESSLBACH, 9/21/22

OWNER:  
PCY HOLDINGS LLC  
34501 E QUINCY AVE BLDG 34 BOX 10  
WATKINS, CO 80137-9303



SCALE: 1" = 400'

THE ABOVE DESCRIBED PARCEL CONTAINS 14,000 SQUARE FEET OR (0.321 ACRE) MORE OR LESS.  
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

<b>TEMPORARY DRAINAGE EASEMENT</b>			A TEMPORARY DRAINAGE EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., ARAPAHOE COUNTY, COLORADO.		
BY: SMD	SCALE: 1" = 400'	R.O.W.			
CK'D: WFH	DATE: 08/09/2022	JOB NO. R0028892			