

**COOLEY LAKE PERMANENT DRAINAGE EASEMENTS**

**AND**

**TEMPORARY CONSTRUCTION EASEMENT**

THIS Agreement is made and entered into this \_\_\_\_\_ by and between the City of Littleton, a municipal corporation, Grantor (hereinafter referred to as “Grantor”), and Wild Plum Metropolitan District, a quasi-municipal corporation organized pursuant to Title 32 of the Colorado Revised Statutes, Grantee (hereinafter referred to as “Grantee”).

WHEREAS, the Grantor is the owner of certain real property situated in the County of Arapahoe, State of Colorado, which includes Arapahoe County Parcel Numbers: 2077-30-1-00-009 and 2077-30-4-00-004, generally known as “Cooley Lake” and depicted on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real property shall be referred to hereinafter as the “Easement Premises”; and

WHEREAS, the Grantee is obligated to maintain the stormwater pond located on Tract A in the Wild Plum Subdivision and depicted on Exhibit B, which is located in the Town of Columbine Valley, in accordance with the approved stormwater management plan (SWMP) for the subdivision; and

WHEREAS, the Grantee desires to locate stormwater underdrains and spillways, collectively referred to as “Stormwater Drainage Structures”, with general locations shown on Exhibit C and legally described and depicted on Exhibit D and Exhibit E in, upon, under, along and across the Easement Premises;

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged

by the Grantor, the parties hereto mutually agree as follows:

1. Grantor hereby grants, conveys, warrants and dedicates to Grantee, its successors and assigns, a perpetual easement and right-of-way to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove or abandon in place (said activities hereinafter collectively referred to as "installation") Stormwater Drainage Structures, subject to the terms and conditions hereinafter set forth, in, upon, under, along and across the Easement Premises together with all reasonable rights of ingress and egress across any adjoining lands of Grantor necessary for the exercise of the rights herein granted.
2. Grantor hereby further grants to the Grantee a temporary construction easement for installment of the Stormwater Drainage Structures upon, along and across the real property described on Exhibits D and E attached hereto and by this reference incorporated herein and made a part hereof. Said temporary construction easement shall be used by the Grantee only during periods of actual installation activity and for any necessary restoration of Easement Premises.
3. The Grantee agrees that installation of the Stormwater Drainage Structures shall be done and completed in a good and workmanlike manner, all at the sole expense of the Grantee.
4. Upon completion of any installation, the Grantee agrees to replace and grade all topsoil removed. All fences, roads, landscaping and improvements will be restored to former condition by the Grantee if disturbed or altered in any manner by installation. All vegetation removed will be replaced by vegetation of like quality and all natural grass removed will be replaced by seeding with

a good quality seed, to be inspected by representatives from the City of Littleton Department of Public Works and South Suburban Park and Recreation District.

5. In the event that the Grantee fails to maintain the stormwater pond in accordance with the Wild Plum Pond 1 Maintenance Site Plan (Exhibit F), which results in adverse impacts to Cooley Lake due to the discharge of the Stormwater Drainage Structures, the Town of Columbine Valley shall be responsible to maintain the stormwater pond on Tract A to bring the facility into compliance with the approved Maintenance Plan.
6. The Grantee agrees that it will save and hold Grantor harmless from all damages, costs or liabilities suffered because of injury to or death of any person or persons or damage to property, that may arise out of or as a consequence of the negligence of the Grantee or its authorized agents, servants or employees in the installation, reconstruction, use, operation, maintenance, testing, inspection, repair, replacement, alteration, and/or removal of the Stormwater Drainage Structures.
7. Grantor hereby reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that Grantor shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises at any time whatsoever, without the express written consent of the Grantee.
8. Grantor represents and warrants that it shall take all necessary action so that the easements contemplated by this Agreement shall be released by all liens, including but not limited to, the lien of all mortgages, mechanics lien claims,

security agreements, assignments of rents and leases and shall execute all such documents as may be reasonably necessary to perfect the Grantee's right, title and interest herein.

9. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns and legal representatives.
10. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation thereof and shall not be merged.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR - City of Littleton

Printed name: \_\_\_\_\_

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

COUNTY OF ARAPAHOE            )  
                                                  )ss.  
STATE OF COLORADO            )

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

\_\_\_\_\_ [title] of \_\_\_\_\_ [entity  
name].

My Commission Expires:

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

GRANTEE - Wild Plum Metropolitan District

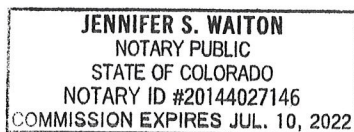
Kent Pedersen  
Printed Name: KENT PEDERSEN  
Title: PRESIDENT

COUNTY OF Douglas            )  
                                                  )ss.  
STATE OF COLORADO            )

The foregoing instrument was acknowledged before me this 19th day of June, 2019 by Kent Pedersen  
[name] as

President [title] of Wild Plum Metropolitan District [entity  
name].

My Commission Expires: 7-10-22



Jennifer S. Waiton  
Notary Public