

DEDICATION OF STORM DRAINAGE EASEMENT

THIS DEDICATION OF STORM DRAINAGE EASEMENT is made this ____th day of _____, 2019 ("Effective Date"), by DIA TECH CENTER, LLC, a Colorado limited liability company ("Grantor") to the CITY OF COMMERCE CITY, a home rule municipality existing pursuant to the laws of the State of Colorado ("City"), for good and valuable consideration, the receipt of which is hereby acknowledged, as follows:

1. The Grantor grants to the City, its agents, successors, and assigns, a perpetual and non-exclusive easement over, across, under, on and through the property described in Exhibit A, attached hereto and incorporated herein ("Easement Property"), for the construction, installation, operation, maintenance, repair and replacement of stormwater drainage facilities ("Facilities"), and for vehicular ingress and egress by City vehicles for the purposes of such construction, installation, operation, maintenance, repair and replacement, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement ("Easement"). The Easement shall include a right to use as much of Grantor's adjacent property as reasonably necessary for the City's use of the Easement to inspect, maintain, repair, or replace the Facilities.

2. Grantor, for itself and for its successors, agents, lessees, and assigns, does hereby covenant and agree that no permanent structure or improvement shall be placed on said easement and that said use of such easement shall not otherwise be obstructed or interfered with except for a private roadway and associated improvements including paving, curb, gutter, and signs (collectively "Private Road Improvements"). Grantor shall not stop, limit, hinder or impede the construction, operation, use and maintenance of the Facilities within the Easement Property. Grantor shall not construct any permanent building or similar structure on the Easement Property. If any such items are placed on the Easement Property, the City may remove the items without liability for damages arising therefrom and bill Grantor for its actual costs for the removal. The City shall not be responsible to replace such items after it has exercised its rights under this Agreement. Grantor shall pay the costs of removal within thirty (30) days of receiving a bill from the City. The City, or anyone acting on behalf of the City, shall not be responsible for any damage or impairment to the Private Road Improvements incurred as a result of the City's construction, operation, use, inspection, or maintenance of the Facilities.

3. The City shall have and exercise the right of subjacent and lateral support for the full and complete use of the Easement. Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for, any of the Facilities within the Easement Property without the specific written permission of the City.

4. The City shall have the right to cut, trim, control, and remove trees, brush and other obstructions located within the Easement Property or upon Grantor's adjacent property which injure or interfere with the City's use, occupation, or enjoyment of the Easement or the construction, operation, maintenance, repair, replacement, removal, enlargement, or inspection of the Facilities, without liability for damages arising therefrom.

5. Grantor retains the right to the use and occupancy of the Easement Property insofar as such use and occupancy is consistent with the terms of this Agreement and does not impair the City's use of the Easement. Grantor and its successors, assigns, together with licensees, or guests, agree to release the City from any and all claims arising from the construction, installation, use, maintenance, repair, replacement, operations or other acts associated with the Facilities on the Easement Property, except for claims arising from negligence on the part of the City for which the City may be liable under applicable law. Grantor and its successors, assigns, together with licensees, and guests, agree to indemnify and hold harmless the City

from any and all claims arising from their use of the Easement Property or use of adjacent property by Grantor, its successors, agents, licensees or guests.

6. The Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

7. If a court of competent jurisdiction holds any provision of this agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this agreement. Neither Grantor's nor the City's failure to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or Grantor's or the City's failure, in any one or more instances, to exercise any option, privilege, or right, shall in no way be construed to constitute a waiver, relinquishment, or release of such obligations, covenants, or agreements, nor forbearance by Grantor or the City of any default under this agreement shall in any manner be construed as a waiver of such default.

8. This agreement, and the Easement granted herein, shall be freely assignable by the City.

9. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

IN WITNESS WHEREOF, the undersigned has set his hands effective the day and year first above written.

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CITY OF COMMERCE CITY

Sean Ford, Mayor

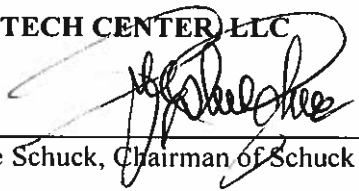
ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to Form:

City Attorney

DIA TECH CENTER LLC

By: 


Steve Schuck, Chairman of Schuck Communities, Inc

Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The above and foregoing instrument was acknowledged before me this 15th day of May 2019,
by Steve Schuck

CONNIE R ADDUCCI
Notary Public -- State of Colorado
Notary ID 20184002019
My Commission Expires Jan 11, 2022



Notary Public

My commission expires: Jan 11, 2022

EXHIBIT

NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°30'30" W, FROM THE CENTER QUARTER CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 14630", TO THE NORTH QUARTER CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 3-1/4 INCH ALUMINUM CAP, STAMPED "PLS 7276" IN A RANGE BOX, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 28, THENCE N 00°30'30" W, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 32.00 FEET TO A POINT ON THE NORTH LINE OF THE FUTURE EAST 83RD AVENUE RIGHT-OF-WAY, AND THE POINT OF BEGINNING;

THENCE N 00°30'30" W, ALONG SAID WEST LINE, A DISTANCE OF 714.20 FEET TO THE SOUTHWEST CORNER OF THE FUTURE DIA TECH CENTER FILING NO. 9 SUBDIVISION PLAT;

THENCE S 89°56'04" E, ALONG THE SOUTH LINE OF SAID FUTURE DIA TECH CENTER FILING NO. 9 PLAT, A DISTANCE OF 125.01 FEET TO A POINT BEING 125.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28;

THENCE S 00°30'30" E, ALONG A LINE BEING 125.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 713.03 FEET TO A POINT BEING 32.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND A POINT ON THE NORTH LINE OF SAID FUTURE EAST 83RD AVENUE RIGHT-OF-WAY;

THENCE S 89°31'58" W, ALONG A LINE BEING 32.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND ALONG THE NORTH LINE OF THE FUTURE EAST 83RD AVENUE RIGHT-OF-WAY, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 89,204 SQUARE FEET OR 2.048 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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

PROJECT: 11-013
DATE: 04/15/19
SHEET 1 OF 2

DR: K. LOVELACE
DS: T. GIRARD
P.M. D. FORBES

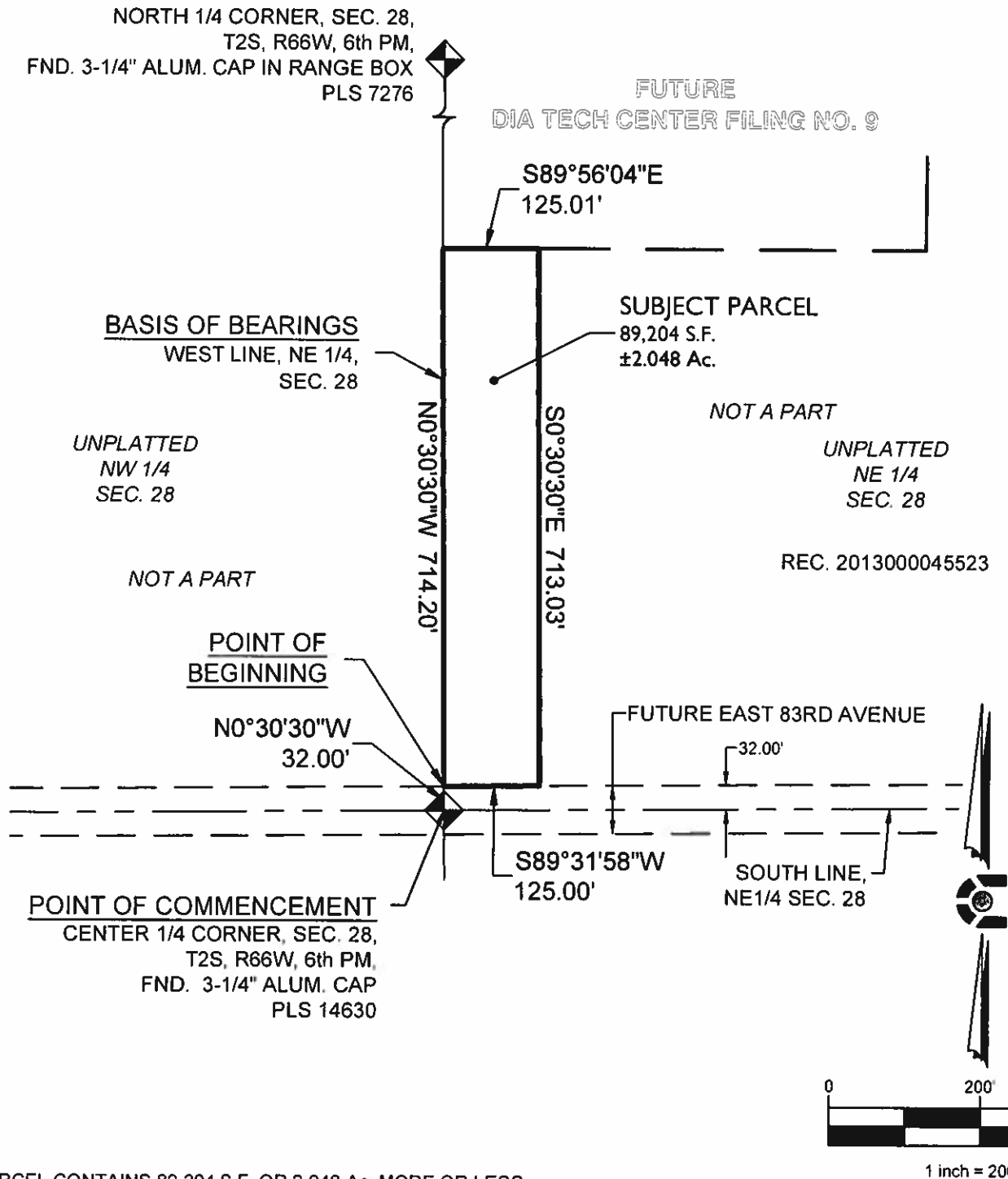


CORE
CONSULTANTS

CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

EXHIBIT

NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO



PARCEL CONTAINS 89,204 S.F. OR 2.048 Ac, MORE OR LESS.

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PROJECT: 11-013

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SHEET 2 OF 2

DR: K. LOVELACE

DS: T. GIRARD

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