

SPECIAL WARRANTY DEED WITH POSSIBILITY OF REVERTER

KNOW ALL MEN BY THESE PRESENTS THAT:

This Deed, made and entered into on _____, 2024 between The City of Commerce City, a Colorado municipal corporation (“Grantor”), Whose principal place of business at 7887 E. 60th Avenue, City of Commerce City, County of Adams and State of Colorado, Adams County School District 14, a school district in the State of Colorado (“Grantee”), with a principal address at 5291 E 60th Ave, City of Commerce City County of Adams and State of Colorado.

FOR A VALUABLE CONSIDERATION, in the amount of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, subject to any exceptions to conveyance and subject to the possibility of reverter.

THAT PIECE OF PROPERTY located in the City of Commerce City, State of Colorado, and more particularly described in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the “Property”).

SUBJECT TO all visible and apparent easements, all applicable zoning, platting and other governmental ordinances, laws, rules and regulations, statutory exceptions, and all matters of record relating to the Property.

THE PROPERTY SHALL REVERT back to Grantor in the event Grantee ceases to use the Property for the purposes of providing educational opportunities to school age children of Commerce City residents and/or providing childcare to children of Commerce City residents, to be defined as the operation of a facility to provide daytime care for children that are not yet school age (the, “Purposes”). It is understood by Grantee and agreed to by all parties that if the Property ceases to be used for the Purposes then the Property automatically reverts back to Grantor. Grantee agrees that ceasing to use the Property for the Purposes shall have the effect of delivering and recording a deed from Grantee to City, and shall automatically terminate all of the Grantee’s rights, title and interest in and to the Property (and any interest of any successor that has taken title from or through Grantee) and revert in the City the full estate conveyed by this Special Warranty Deed with Possibility of Reverter. Grantee shall execute any document reasonably required to give effect to this provision

GRANTOR GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, subject to any exceptions to conveyance and subject to the possibility of reverter, to have and to hold it to Grantee and Grantee's successors and assigns forever, and warrants the title to the same against all persons claiming under Grantor.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED, as of the ___th day of _____, 2024.

GRANTOR:

CITY OF COMMERCE CITY

Steven J. Douglas
Mayor, City of Commerce City

STATE OF COLORADO
COUNTY OF ADAMS

The above and foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Steven J. Douglas, Mayor of the City of Commerce City.

Notary Public

My commission expires: _____

ATTEST:

Dylan A. Gibson, City Clerk

Approved as to form:

Genevieve "Jean" Gill, Assistant City Attorney

**After recording submit a copy
to Grantee at the address
listed above**

GRANTEE:

ADAMS COUNTY SCHOOL DISTRICT 14

Karla Loria
Superintendent

STATE OF COLORADO
COUNTY OF ADAMS

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, _____ of Adams County School District 14.

Notary Public

My commission expires: _____

**EXHIBIT "A"
DESCRIPTION**

A PORTION OF THAT PARCEL DESCRIBED IN QUIT CLAIM DEED TO THE CITY OF COMMERCE CITY, A COLORADO MUNICIPAL CORPORATION, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT BOOK 4160, PAGE 692, SAID PARCEL LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 03 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 18, BLOCK 2, BOWEN SUBDIVISION, AS AMENDED, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT REAL ESTATE BOOK NO. 4, PAGE 119 AND FILE NO. 9, PAGE 100, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN BOOK 4160, PAGE 692 AND THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID LOT 18 A DISTANCE OF 156.71 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN SPECIAL WARRANTY DEED TO THE COMMERCE CITY HOUSING AUTHORITY, FILED FOR RECORD IN THE OFFICE OF ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 20050126000088200;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. NORTH 89°51'54" WEST A DISTANCE OF 17.25 FEET;
2. NORTH 00°08'06" EAST A DISTANCE OF 112.25 FEET;
3. SOUTH 89°42'03" WEST A DISTANCE OF 183.02 FEET TO THE WEST LINE OF SAID LOT 18, SAID LINE IS ALSO THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 4160, PAGE 692;

THENCE, SOUTH ALONG SAID WEST LINE A DISTANCE OF 268.04 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN BOOK 4160, PAGE 692; THENCE, EAST ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

THE TOTAL AREA OF THE ABOVE-DESCRIBED PARCEL IS 1.189 ACRES (51,792 SQUARE FEET) OF LAND, MORE OR LESS.

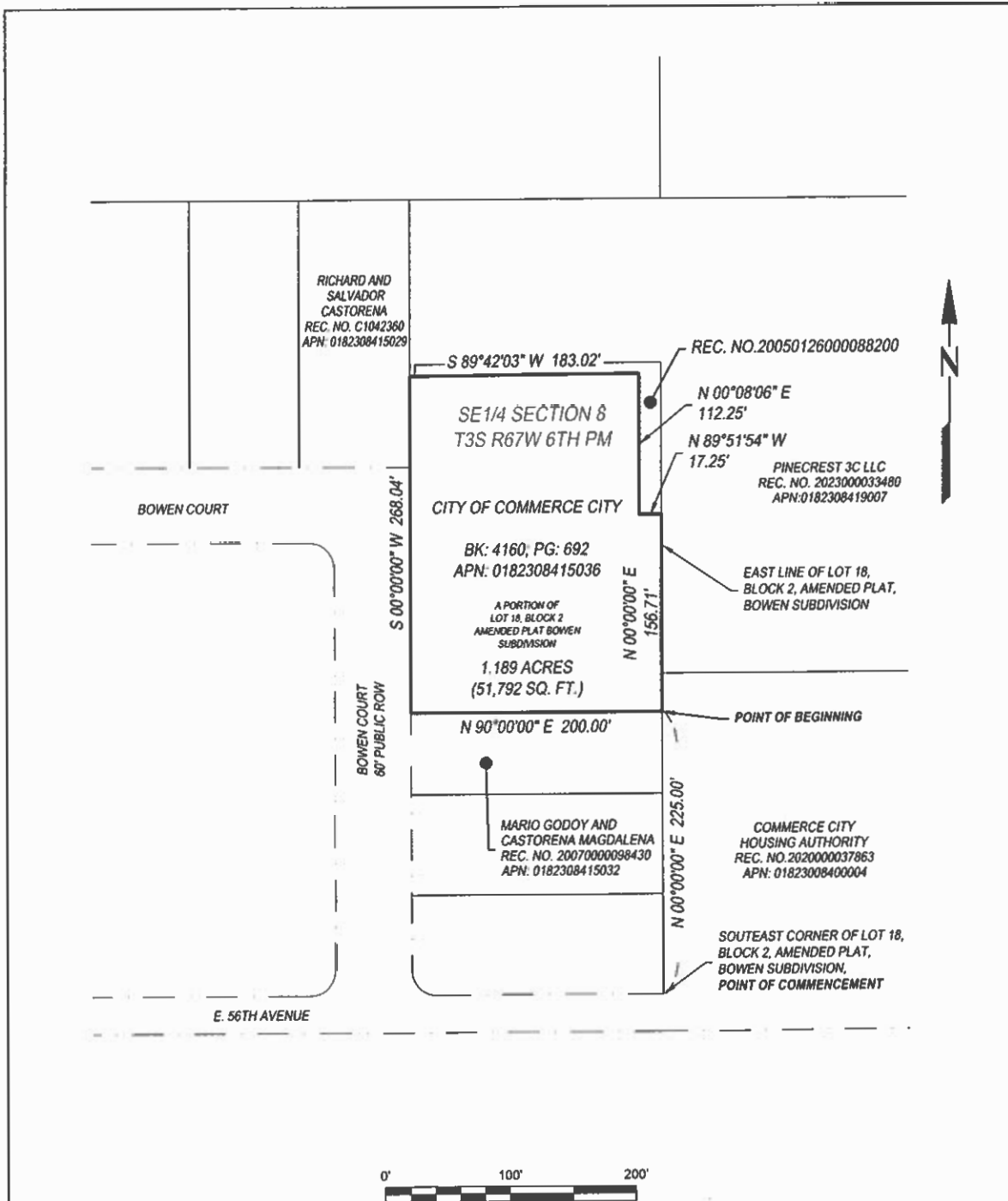
NOTES:

1. DELETED
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE ASSUMED.
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GROUND.
5. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF LOT 18, BOWEN SUBDIVISION AS AMENDED AND IS ASSUMED TO BEAR NORTH.



PROJ. NO. 244002
 PREPARED BY: CHRISTOPHER A. DEPAULIS
 DATE PREPARED: 02/23/24
 FOR AND ON BEHALF OF ACKLAM, INC..
 133 S. 27TH AVENUE, BRIGHTON CO 80601
 303.659.6267
 5650 BOWEN CT, REV. B
 PRINTED: 10/31/2024 11:30:00 AM Julianne Hunter

REVISIONS			
NO.	DATE	BY	DESCRIPTION
A	02/23/24	CAD	ADDED PARCEL AREA
B	10/31/24	CAD	REV SUB. FILING INFORMATION



NOTES

- 1.) BEARINGS AND DISTANCES SHOWN ARE RECORDED PER "BOWEN SUBDIVISION".
- 2.) THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- 3.) THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- 4.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SIGNATURE HEREON.
- 5.) THIS EXHIBIT WAS PREPARED BY CHRISTOPHER ARTHUR DEPAULIS, PLS 38105, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- 6.) SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREON.



Acklam, Inc.
133 S. 27th Avenue
Brighton, CO 80601
11713 Shoreview Overlook
Austin, TX 78732
Texas Firm#10194171

CITY OF COMMERCE CITY
EXHIBIT "A" ILLUSTRATION
SE 1/4 SECTION 8, T3S, R67W 6TH PM,
CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO

SCALE: 1"=100'	
DATE: 02/23/24	CAD
JOB NO: 244002	
JOB NAME: 5650 BOWEN COURT	
SHEET 1 OF 2	
REV: C	CAD 10/31/24