

DRAINAGE EASEMENT

THIS GRANT OF DRAINAGE EASEMENT and DRAINAGE ACCESS EASEMENT, made and entered into this 7 day of JUNE, 2023, by and between Richey Construction, Inc., a Colorado Limited Liability Company, (hereafter referred to as "Grantor"), and the CITY OF STEAMBOAT SPRINGS, a Colorado municipal corporation (hereafter referred to as "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Steamboat Springs, Colorado more particularly described as Lot 3 Copper Ridge Business Park Subdivision Filing No. 4 according to the Final Plat as recorded at Reception No. 576854 and File No. 13237 (hereafter the "Property"); and

WHEREAS, the Grantor desires to convey to Grantee a *drainage and drainage access* easement across that part of said real property more particularly shown in Exhibit "A" and described in Exhibit "B" attached hereto, and by this reference made a part hereof, under certain terms and conditions hereafter enumerated; and

WHEREAS, the Grantee desires to accept said **drainage and drainage access easement** under the terms, conditions and agreements specified herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

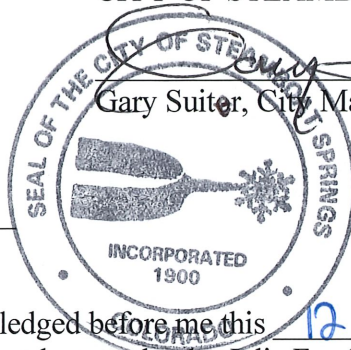
1. **EASEMENT DESCRIPTION.** Grantor hereby grants and conveys to Grantee, its successors and assigns forever, a perpetual and exclusive **DRAINAGE and DRAINAGE access easement** and right-of-way in, to, over, under and across the real property described in Exhibit "A".
2. **EASEMENT PURPOSE.** The Easement shall be for the installation, construction, operation, use, inspection, repair and maintenance of drainage infrastructure and access to such infrastructure. To this end the conveyance includes all rights and privileges as are necessary or incidental to the reasonable and proper uses of the Easement in, upon, over, and across the Property.
3. **MAINTENANCE.** Maintenance of the drainage infrastructure once constructed shall be the responsibility of Grantor and Grantor's successor.
4. **OBSTRUCTIONS.** Grantor agrees not to obstruct, impede, or interfere with said Easement, and Grantee agrees not to interfere with the rights of Grantor for ingress and egress to the property encumbered hereby.
5. **LIABILITY AND IMMUNITIES.** Neither party intends by this agreement to waive any of the immunities that may be available to them, their officers, or employees under the Colorado Governmental Immunities Act, C.R.S. 24-10-101, et. seq.

6. **WHOLE AGREEMENT.** It is expressly agreed that this Agreement contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the Easement. The covenants and agreements herein contained are for the benefit of the Grantor and Grantee only and do not create any obligations, duties, or benefits to persons not party hereto.
7. **MODIFICATION.** It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified except by written instrument duly executed and recorded by all parties.
8. **SEVERABILITY.** If any of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of other provisions of this Agreement or the Agreement as a whole shall remain unaffected.
9. **TITLE.** Grantor warrants that title to the Property encumbered hereby is in the name of Grantor, and further warrants that said title is good and sufficient against all the world, subject to all reservations, restrictions, and encumbrances of record, and is covered by a general title insurance policy.
10. **NOTICES.** All notices, communications, or written devices concerning the aforementioned drainage system granted herein shall be mailed by certified mail, return receipt requested, to the addresses listed below. Notices shall be deemed received on the date of delivery indicated on the return receipt.

CITY OF STEAMBOAT SPRINGS
c/o Legal Department
P.O. Box 775088
137 10th St.
Steamboat Springs, CO 80477

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF STEAMBOAT SPRINGS



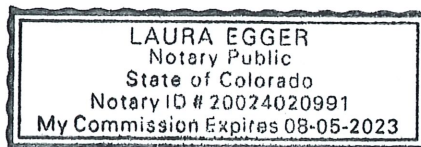
Gary Suitor, City Manager

Attest:

Julie Franklin, City Clerk

The foregoing instrument was acknowledged before me this 12 day of June, 2023 by Gary Suitor, as City Manager and attested to by Julie Franklin as City Clerk of the CITY OF STEAMBOAT SPRINGS.

STATE OF COLORADO)
) ss.
County of Routt)



WITNESS my hand and official seal (S E A L)

Laura Egger

Notary Public
My commission expires 05 August 2023

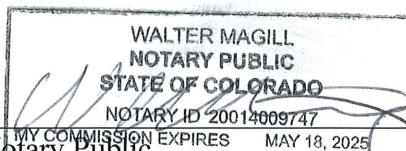
GRANTOR:

By: Adam Richey
PIPC, as OWNER of Richey Construction, Inc., a Colorado Limited Liability Company (Grantor.)

The foregoing instrument was acknowledged before me this 6th day of JUNE, 2023 Adam Richey, as OWNER of Richey Construction, Inc., a Colorado Limited Liability Company (Grantor.)

STATE OF COLORADO)
) ss.
County of Routt)

WITNESS my hand and official seal (S E A L)



Walter Magill
Notary Public
My commission expires 5.18.25