

**GRANT OF CONSTRUCTION EASEMENT**  
**6872 Highway 2**

THIS GRANT OF EASEMENT ("Easement") is made and entered into this 12<sup>th</sup> day of April, 2002, by and between the City Of Commerce City (hereinafter referred to as "City") and Auto Shop On Wheels (Hereinafter referred to as "Owner").

**WITNESSETH:**

WHEREAS, City requires an easement for street widening along Highway 2 along the west property line of the property located at 6872 Highway 2 in order that curb, gutter and sidewalk can be constructed.

WHEREAS, Owner is the owner of certain real property located at 6872 Highway 2, which property encompasses the proposed Construction Easement which is legally described on Exhibit "A" attached hereto and is referred to herein as the "Easement Area".

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration paid by the City to the Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. Owner does hereby grant, and convey to the City a Construction Easement to permit widening the street and the installation of curb, gutter and sidewalk facilities.
2. Term. The Construction Easement shall begin on the date of execution of this Agreement and shall continue until terminated by the City. If for any reason the funding for the street widening is not provided, this agreement and the Construction Easement may be terminated by either the City or the Owner.
3. Access. The easement herein granted includes right-of-way access (ingress and egress), on a regular and customary basis for the installation, repair, maintenance and replacement of transportation/utility/slope and/or drainage facilities.
4. Safety Measures. The City shall cause all contractors doing work on or about the Easement Area to take all necessary and appropriate safety measures with respect to all construction activities on or about the Easement Area.
5. Mechanic's Liens. The City shall pay or cause to be paid all costs for work done by or on behalf of the City or any of its designees, contractors, or assigns, occupying any portion of the Easement Area. The City will keep the Easement Area free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of the City. The City hereby agrees to indemnify, defend and save Owner harmless from all claims or liens for work performed by or on behalf of the City or materials or supplies used by or for the City on the Easement Area. Should any liens be filed or recorded against the Easement Area or any

action affecting title thereto be commenced as a result of work by the City on the Easement Area, the City shall cause such liens to be removed of record within ten (10) days thereof. If the City desires to contest any such claim of lien, the City shall furnish to the Owner adequate security of at least the amount of such claim pending release of such lien. If a final judgment establishing the validity or existence of any lien for any amount is entered, the City shall immediately pay and satisfy the claim.

6. Repair and Maintenance. The City shall repair and maintain the Easement Area at its sole cost and expense and shall keep the same in good and operable condition at all times. The owners of the utility facilities shall be responsible to do the same for their facilities.
7. Breach. In the event the City breaches or otherwise fails to perform its obligations under this Agreement, and fails to cure said breach within thirty (30) days of notification to it by Owner, then Owner may seek damages and appropriate injunctive relief as a result of the City's breach of this agreement. In the event of any breach or any threatened breach of any of the terms or provisions of this agreement by either party hereto, or in the event that any action is brought to enforce any provision of this Agreement, the prevailing party in any such action or dispute, whether by judgment or out-of-court settlement, shall be entitled to recover its court costs and reasonable attorneys fees from the other party.
8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their agents, successors, and assigns.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
10. Entire Agreement. Modifications. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written instrument executed by the City and the Owner.
11. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision shall be deemed severed from this Agreement and this Agreement shall then be enforced to the fullest extent permitted by applicable law.
12. Policing. During the term of this Agreement, the City shall use its best reasonable efforts to prevent dumping of refuse on, or the trespassing upon, the Easement Area.
13. Notice. Any notice or communication between Owner and City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent prepaid first class United States mail.

Auto Shop On Wheels

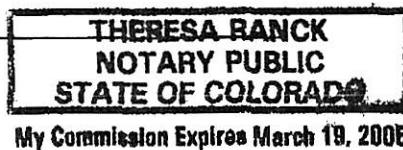
Ben Cordova President  
Ben Cordova, President

STATE OF COLORADO                    )  
  )ss.  
COUNTY OF ADAMS                    )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2002, by Ben Cordova.

Theresa Ranck  
Notary Public

My commission expires:



CITY OF COMMERCE CITY, COLORADO:

Perry VanDeventer  
Perry VanDeventer, City Manager

ATTEST:

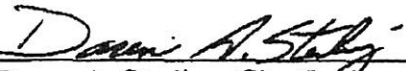
Judith H. Ridgeley  
Judith Ridgeley, City Clerk

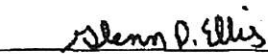
APPROVED AS TO FORM:

  
Robert R. Gehler, City Attorney

RECOMMENDED AND APPROVED:

  
Gregg Clements, Director of Public Works

  
Daren A. Sterling, City Engineer

  
Glenn Ellis, Project Engineer

LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT  
**6872 HIGHWAY 2**  
**COMMERCE CITY, CO**

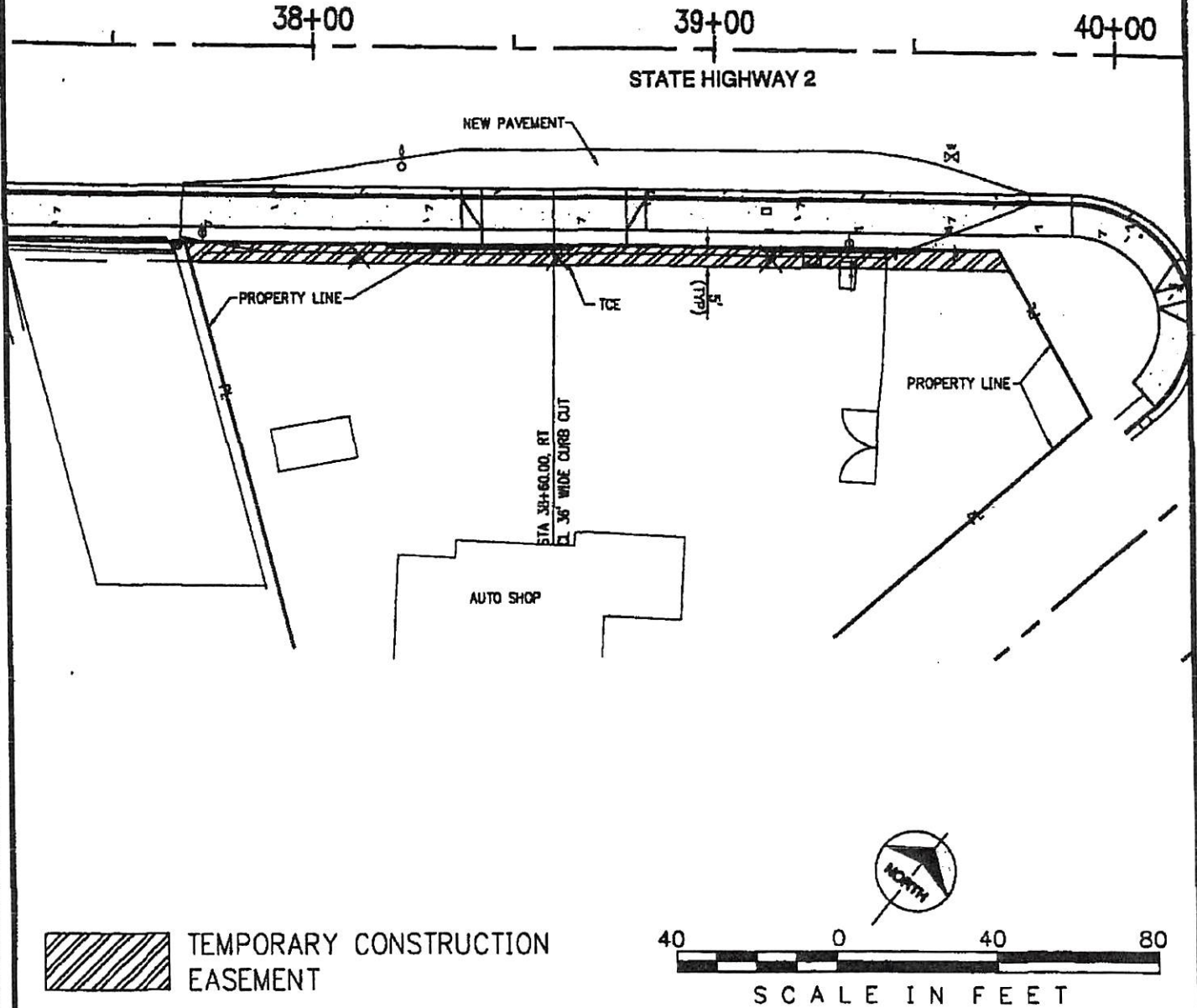
The northwesterly 5' of Block 27, Hinchman Renton Garden Tracts, BEG AT A PT ON E LN OF BLK 27 HINCHMAN RENTON GARDEN TRACTS 159 FT N OF SE COR OF SD BLK 27 TH N 245/5 FT TO PT WHERE E BDRY LN OF SD BLK 27 INTERSECTS THE SELY BDRY LN OF U S HIWAY NO 6 TH S 41D 40M W ALG SD SELY BDRY LN OF U S HIWAY NO 6 AND // WITH NWLY BDRY LN OF SD BLK 27 270 FT TH S 64D 25M E 122 FT TH N 61D 25M E 20 FT TH S 89D 40M E 52 FT TO POB EXC RD HINCHMAN RENTON GARDEN TRACTS 6872##HWY 2, City of Commerce City, County of Adams, State of Colorado.

PREPARED UNDER THE DIRECT SUPERVISION OF:

DEAN F. GLORSO, PLS #16109  
FOR AND ON BEHALF OF  
GLORSO MURRAY SURVEYS, LLC  
2260 S. XANADU WAY, SUITE 215  
AURORA, CO 80014



# EXHIBIT A



 TEMPORARY CONSTRUCTION EASEMENT



HIGHWAY 2 WIDENING IMPROVEMENTS  
DRIVE ACCESS PROPERTY EXHIBIT

ADDRESS

6872 HIGHWAY 2  
COMMERCE CITY, CO

INITIAL