

EASEMENT

THIS EASEMENT ("Easement") is granted this ____ day of _____, 2015 ("Effective Date"), by CITY OF COMMERCE CITY, a home rule municipality existing pursuant to the laws of the State of Colorado ("Grantor"), to SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT NO. 4, a special district formed under the laws of the State of Colorado ("Grantee"), for good and valuable consideration, the receipt of which is hereby acknowledged, as follows:

1. The Grantor grants to the Grantee, its agents, successors, and assigns, an easement for the non-exclusive and permanent rights of motorized vehicular access, ingress, and egress to and from Rosemary Street to the Grantee's adjacent property over and across the property described in Exhibit A ("Easement Property"), which exhibit is attached and incorporated into this Easement, on a regular and customary basis strictly for the purpose of maintenance vehicle access to the driveway on the Grantee's adjacent property.

2. The Grantor shall not be required to improve or maintain any roadway within the Easement Property. The Grantor retains the right to the undisturbed use and occupancy of the Easement Property insofar as such use and occupancy is consistent with and does not impair the Grantee's use of the Easement. The Grantor reserves the right to grant additional easements within the Easement Property, subject to the rights granted to Grantee hereunder. Notwithstanding any the foregoing, the Grantor may temporarily restrict use of the Easement Property for reasonable periods of time, to perform maintenance or construction activities within the Easement Property.

3. The Grantee acknowledges and agrees that this Easement is subject to all prior rights, rights-of-way, easements, and other encumbrances affecting the Easement Property.

4. To the extent permitted by law, the Grantee shall be liable and responsible for any and all damages (except for ordinary wear and tear) to persons or property caused by or arising out of the actions, obligations or omissions of the Grantee or its employees, agents, representatives, contractors or other persons acting under the Grantee's direction or control in the exercise of Grantee's rights and obligations under this Easement. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Grantor, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, actual and reasonable attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of the Grantee within the Easement Property, and/or its employees, agents or representatives or other persons acting under Grantee's direction or control within the Easement Property. The provisions set forth in this paragraph shall survive the termination of this Easement.

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

6. The Easement shall automatically terminate if the adjacent property is used for a non-public purpose (other than incidental use).

7. No term or condition of this Easement 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.*

CITY OF COMMERCE CITY

APPROVED AS TO FORM:

ATTEST:

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Notary Public

**SOUTH ADAMS COUNTY FIRE
PROTECTION DISTRICT NO. 4**

Title: _____

ATTEST:

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

Notary Public

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