## ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is granted this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 ("Effective Date"), by CITY OF COMMERCE CITY, a home rule municipality existing pursuant to the laws of the State of Colorado ("Grantor"), to HAZELTINE HEIGHTS WATER AND SANITATION DISTRICT, 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 nonexclusive and permanent rights of motorized vehicular access, ingress, and egress to and from Belle Creek Boulevard to the Grantee's adjacent property, located at 8901 East 104<sup>th</sup> Avenue, Henderson, CO 80640 (the "Adjacent Property"), over and across the property described in Exhibit A ("Emergency Easement Property"), which exhibit is attached and incorporated into this Easement, strictly for the purpose of emergency and non-routine maintenance vehicle access the Grantee's adjacent property.

2. The Grantor grants to the Grantee, its agents, successors, and assigns, an easement for the nonexclusive and permanent rights of motorized vehicular access, ingress, and egress to and from Belle Creek Boulevard to the Adjacent Property, over and across the property described in Exhibit B ("Meetings and Elections Easement Property"), which exhibit is attached and incorporated into this Easement, strictly for the purpose of parking for Hazeltine Heights Water and Sanitation District meetings and elections which shall occur no more than 15 times per calendar year.

3. The Grantor shall not be required to improve or maintain any roadway, parking surface, or other improvements within the Access Easement Property or the Meetings and Election Easement Property, except to provide a curb cut off of Belle Creek Boulevard which will allow for vehicular access to use the Emergency Easement Property and the Meetings and Elections Property. The Grantor retains the right to the undisturbed use and occupancy of the Emergency Easement Property and the Meetings and Elections Property and the Meetings and Elections Property and the Grantee's use of the Emergency Easement Property and the Meetings and Elections Property. The Grantor reserves the right to grant additional easements within the Emergency Easement Property and the Meetings and Elections Property, subject to the rights granted to Grantee hereunder. Notwithstanding any of the foregoing, the Grantor may temporarily restrict use of the Emergency Easement Property and the Meetings and Elections Property for reasonable periods of time, to perform maintenance or construction activities within the Emergency Easement Property.

4. The Grantee shall be responsible for constructing and maintaining any required erosion control measures required by the Grantor for the Emergency Easement Property and the Meetings and Elections Property, which would include installation of a vehicle tracking pad and silt fence. A vehicle tracking control pad consists of a 3 to 6 inch crushed rock pad that must be 12 inches thick. A Silt fence is a fence consisting of fabric that shall be placed in an anchor trench that is backfilled with compacted soil. The vehicle tracking control pad must be installed at the entrance to the Meetings and Elections Easement Property within 30 days of the Grantor requesting that the Grantee install such a pad. The silt fence must be installed around the perimeter of the Meetings and Elections Easement Property within 30 days of the Grantee install such a fence.

5. The Grantee acknowledges and agrees that this Easement is subject to all prior rights, rights-ofway, easements, and other encumbrances affecting the Emergency Easement Property and the Meetings and Elections Property.

6. 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 Emergency Easement Property and the Meetings and Elections Property, and/or its employees, agents or representatives or other persons acting under Grantee's direction or control within the Emergency Easement Property and the Meetings and Elections Property. The provisions set forth in this paragraph shall survive the termination of this Easement.

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

8. The Easement shall automatically terminate if the Adjacent Property is used for a non-governmental purpose (other than incidental use).

9. 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*.

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

## **CITY OF COMMERCE CITY**

Sean Ford, Mayor

ATTEST:

APPROVED AS TO FORM:

Robert D. Sheesley, City Attorney

Laura J. Bauer, MMC, City Clerk

Robert D. Sneesley, City Attorney

STATE OF COLORADO

COUNTY OF ADAMS

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Sean Ford, Mayor of the City of Commerce City.

) ss.

Notary Public

My commission expires: \_\_\_\_\_

## HAZELTINE HEIGHTS WATER AND SANITATION DISTRICT

Title:

Date: