

## **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 non-exclusive 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 non-exclusive 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 insofar as such use and occupancy is consistent with and does not impair 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 and the Meetings and Elections 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 Grantor requesting that the Grantee install such a fence.

5. The Grantee acknowledges and agrees that this Easement is subject to all prior rights, rights-of-way, 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

