

**EASEMENT AGREEMENT
(GRANT OF EASEMENT TO SOUTH ADAMS
COUNTY WATER AND SANITATION DISTRICT)**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between **City of Commerce City** ("Grantor") and the **South Adams County Water and Sanitation District** (the "District"), a special district and a quasi-municipal corporation of the State of Colorado, acting through its South Adams County Water and Sanitation District Activity Enterprise whose address is 6595 East 70th Avenue, Commerce City, Colorado 80037 ("District" or "Grantee").

WITNESSETH:

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to the District, its successors and assigns, an easement (the "Easement") for the non-exclusive and perpetual right to enter, re-enter, occupy and use the hereinafter described property to install, construct, maintain, repair, replace, remove, enlarge, operate and/or inspect one or more sanitary sewer or water pipelines and all underground and surface facilities related thereto, including, but not limited to, the following: electric or other control systems, underground cables, wires, connections, mains and conduits, valves, vaults, manholes, pumps and pump stations, lift stations, wells, well housings, ventilators, transformers, lights and the like (collectively the "District Facilities") in, through, over and across the following described parcel of land situate, lying and being in the County of Adams and State of Colorado, to wit:

The property described in **Exhibit A** (the "Easement Property"), attached hereto and made a part hereof as if fully set forth herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed by and between the parties hereto as follows:

1. Grantor shall not stop, limit, hinder or impede the construction, operation, use and maintenance of the District Facilities, within the Easement Property, except in the lawful exercise of its rights under this Agreement and at law.
2. The District shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Property and any other adjoining premises of the Grantor for the full use of the Easement provided for herein.
3. The District shall have the right to cut, trim, control, and remove trees, brush and other obstructions located within the Easement or upon Grantor's adjacent property which injure or interfere with the District's use, occupation, or enjoyment of the Easement or the construction, operation, maintenance, repair, replacement, removal, enlargement, or inspection of the District Facilities, without liability for damages arising therefrom.
4. Grantor shall not construct any permanent building or similar structure on the

Easement Property. If any such items are placed on the Easement Property, the District may remove the items without liability for damages arising therefrom and bill Grantor for its actual costs for the removal. The District shall not be responsible to replace such items after it has exercised its rights under this Agreement. The Grantor shall pay the costs of removal within thirty (30) days of receiving a bill from the District.

5. Grantor may install temporary or removable and replaceable objects such as yard lights, mail boxes, signs, fences, and shrubs, flowers, or plants without deep root systems, on the Easement Property. If, in the process of exercising one or more of the rights described in this Agreement, the District finds it necessary to remove any of the previously described permitted items which have been placed or planted on the Easement Property by Grantor, the District shall do so at its own cost, and the District shall not be responsible to replace such items after it has exercised its rights under this Agreement.

6. In no event shall Grantor:

- (a) Construct or place, longitudinally along or otherwise within the Easement Property, any tree, underground pipeline, cable, wire, conduit, valve, stub, or other utility or appurtenance without the prior written consent of the District; or
- (b) Change, by excavation or filling, the present grade or ground level of the Easement Property by more than one (1) foot without the prior written consent of the District.

7. The District shall have the right, upon reasonable notice to Grantor, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the District Facilities as may be reasonably required; provided, however, that such activities shall not interfere unreasonably with Grantor's use and enjoyment of such adjoining premises.

8. The District shall have and exercise the right of subjacent and lateral support for the full and complete use of the Easement. The Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for, any of the District Facilities within the Easement Property; provided, however, that upon obtaining the specific written permission of the District, the earth cover over any pipeline or lines may be modified; except that permission normally will not be granted for modification resulting in cover of less than four and one half (4.5) feet, nor greater than ten (10) feet measured vertically from the top of any pipelines or other subsurface District Facilities.

9. After construction, repair, replacement or enlargement of any pipelines or District Facilities on the Easement Property, the general surface of the ground shall be restored as nearly as reasonably can be done, given the existence of these pipelines or District Facilities, to the grade and condition it was in immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installation by the District shall be

removed from the Easement Property at the expense of the District. The District agrees that for a period of one year following construction which involves disturbance of the surface of the ground, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that occurs as a result of the work done by the District within the Easement Property.

10. Grantor retains the right to the use and occupancy of the Easement Property insofar as such use and occupancy is consistent with the terms of this Agreement and does not impair the District's use of the Easement. Grantor and its successors, assigns, together with licensees, or guests, agree to release the District from any and all claims arising from the construction, installation, use, maintenance, repair replacement, operations or other acts associated with the District's facilities on the Property, except for claims arising from negligence on the part of the District.

11. It is mutually agreed by and between the parties hereto that the District may commence the exercise of its rights to the use of the Easement forthwith, or it may postpone the exercise of all or some part of its rights hereunder to some future time.

12. The failure of the District to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of the District in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by the District of any default hereunder shall in any manner be construed as constituting a waiver of such default.

13. The District shall use reasonable efforts to cause all contractors and subcontractors performing work on or about the Easement Property to take all necessary safety measures with respect to the construction and maintenance activities. The District shall make reasonable efforts to request that all contractors and subcontractors performing work on or about the Easement Property to name the Grantor as an additional named insured with respect to any applicable insurance policies (except for worker's compensation policies).

14. The District, at its sole cost and expense, shall be responsible for the maintenance of the District facilities. The District, at its own cost, shall promptly repair any damage to the Easement Property, or any of the adjoining premises then owned by Grantor and used by the District, as a result of the District's use or work or as otherwise agreed to in writing by the parties.

15. If the District abandons use and operation of the District Facilities installed on the Easement Property, such abandonment shall not constitute abandonment of its rights under this Agreement or the Easement.

16. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

17. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. In the event any party hereto or its successor or assign seeks to

enforce its rights hereunder through litigation, arbitration or other administrative proceeding, the non-prevailing party shall be required to pay the reasonable attorney fees and costs of the prevailing party as part of any judgment, order, or award.

18. The Grantor reserves the right to grant further easement interests in the Easement Property to other utilities and grantees upon obtaining written consent from the District, which consent shall not be unreasonably withheld if the District's rights to the use of the Easement will not be materially impaired by such grant; provided, that:

- (a) Such further easement interests shall be no closer than ten (10) feet from the District's existing and any future planned District Facilities, except as stated in (b).
- (b) In the case of utilities crossing District lines or other District Facilities, crossings shall be perpendicular where possible and the other utilities shall be installed in accordance with the District's Rules and Regulations and Design Standards and buried at least one and one (1½) half feet below any existing or future planned District Facilities. The utility shall take reasonable measures required by the District to protect in place any existing District Facilities, and the District may require a representative of the District to be on-site for such installation, at the cost of the additional grantee.

19. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of Adams County, Colorado.

20. Unless special provisions are attached hereto, the above and foregoing constitute the entire agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto, with respect to the subject matter of this Agreement.

SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first written above.

GRANTOR:
CITY OF COMMERCE CITY

By: _____
Sean Ford, Mayor

ATTEST:

Laura J. Bauer, MMC, City Clerk

Approved as to form:

Robert Sheesley, City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Sean Ford as Mayor and attested by Laura J. Bauer as City Clerk of the City of Commerce City, Colorado.

Witness my hand and official seal:

Notary Public

My commission expires: _____

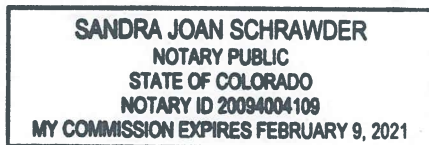
**SOUTH ADAMS COUNTY WATER
AND SANITATION DISTRICT**

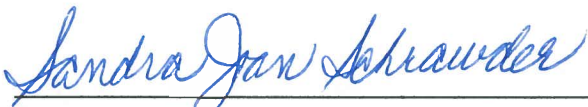
By: 
Jim Jones, District Manager

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 30th day of April
2019, by Jim Jones, as District Manager of South Adams County Water and Sanitation District.

Witness my hand and official seal:




Notary Public

My commission expires: 2/9/2021

EXHIBIT "A"

LEGAL DESCRIPTION

A 20' Utility Easement lying in the NE Quarter of Section 7, Township 3 South, Range 67 West of the 6th P.M., City of Commerce City, County of Adams, State of Colorado, being a portion of Lot 1, Commerce City Complex – 1st Amendment, recorded at Reception No. 20060619000618640, on June 19, 2006, in the Adams County Clerk and Recorder's office, being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 7 (a found 3.25" Aluminum Cap on an Aluminum Pipe in Range Box, illegible), whence the Northeast Corner of said Section 7 (a found 3.25" Aluminum Cap on a #6 rebar in Range Box, stamped 2019 LS 38154), bears N00°14'26"W, a distance of 2,643.15 feet (basis of bearing – Modified Colorado Central Zone, State Plane Coordinates, NAD 1983 (1992) as per City of Commerce City Control Diagram);

Thence N80°49'08"W, a distance of 1,934.71 feet to the northeast corner of Lot 1, Mc Muffin Subdivision, Reception No. B252898, File 14, Map 630, also being a westerly corner of Lot 1, Commerce City Complex-1st Amendment;

Thence S58°52'28"E, a distance of 20.51 feet to the southerly line of an existing 15' utility easement, recorded at Reception No. B9178711, and the POINT OF BEGINNING;

Thence S54°12'36"E, a distance of 42.68 feet;

Thence S35°47'24"W, a distance of 20.00 feet;

Thence N54°12'36"W, a distance of 45.52 feet, to the said southerly line of a utility easement;

Thence N43°53'11"E, coincident with said southerly line, a distance of 20.20 feet to the POINT of BEGINNING.

The above described parcel contains 882 sq. ft. (0.020 acres), more or less.

Douglas Howe, PLS 38154
Colorado Licensed Professional Land Surveyor
For and on Behalf of Jacobs Engineering Group Inc.
9189 S. Jamaica Street
Englewood, CO 80112



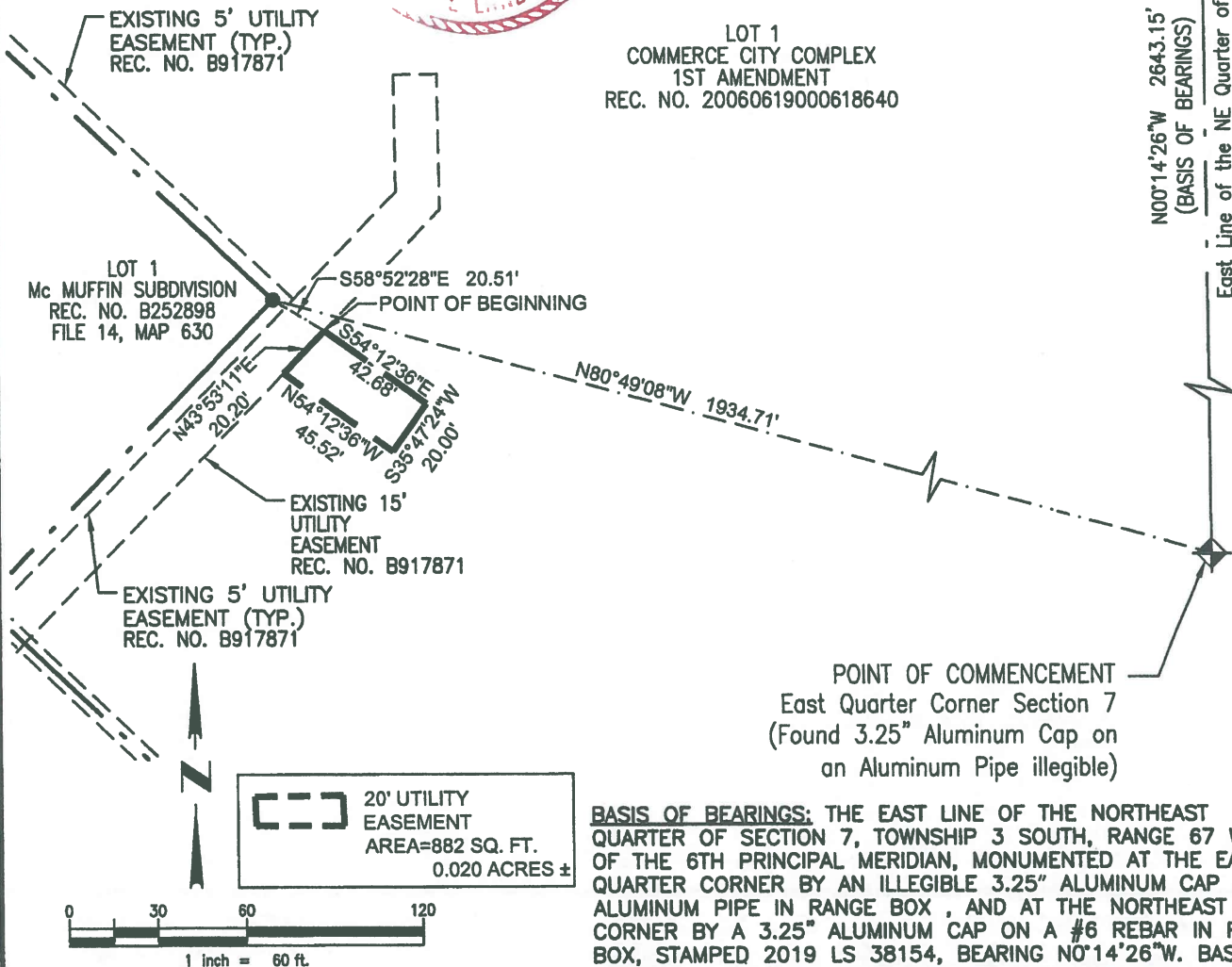
EXHIBIT "A"



Northeast Corner Section 7
(Found a 3.25" Aluminum Cap
on a #6 Rebar in Range Box
stamped 2019 LS 38154)

LOT 1
COMMERCE CITY COMPLEX
1ST AMENDMENT
REC. NO. 20060619000618640

N00°14'26"W 2643.15'
(BASIS OF BEARINGS)
East Line of the NE Quarter of Section 7



This exhibit does not represent a monumented survey
and is intended only to depict the attached property
description.

BASIS OF BEARINGS: THE EAST LINE OF THE NORTHEAST
QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST
OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED AT THE EAST
QUARTER CORNER BY AN ILLEGIBLE 3.25" ALUMINUM CAP ON AN
ALUMINUM PIPE IN RANGE BOX , AND AT THE NORTHEAST
CORNER BY A 3.25" ALUMINUM CAP ON A #6 REBAR IN RANGE
BOX, STAMPED 2019 LS 38154, BEARING N0°14'26"W. BASIS OF
BEARING - MODIFIED COLORADO CENTRAL ZONE, STATE PLANE
COORDINATES, NAD 1983 (1992) PER CITY OF COMMERCE CITY
CONTROL DIAGRAM.

JACOBS ENG. PROJECT NO.	494042CH
CLIENT PROJECT NO.	
REVISION DESCRIPTION	
DRAWN	SLS DATE 04/01/2019 SCALE 1" = 60'

9189 S. Jamaica Street
Englewood, Colorado 80112
(720) 286-2000 Fax (720) 286-9250
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY JACOBS
ENGINEERING GROUP FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT
THE WRITTEN CONSENT OF JACOBS ENGINEERING GROUP SHALL BE AT THE SOLE RISK OF
THE USER.

Exhibit "A"

a Parcel of Land Situated in the NE 1/4 of Section
7, T3S, R67W, 6th PM, Adams County, Colorado

TITLE: City of Commerce City, Colorado
20' WATERLINE EASEMENT

REVISION:	DRAWING NO. CCC-UTILITY ESMT.dwg	SHEET NO. 1 of 1
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