

**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: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ of _____.

Witness my hand and official seal:

Notary Public

My commission expires: _____

Signatures continue on the next page

**SOUTH ADAMS COUNTY WATER
AND SANITATION DISTRICT**

By: _____
District Manager

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, 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: _____

EXHIBIT A

LEGAL DESCRIPTION

PART OF TRACT B, SECOND CREEK FARM FILING NO. 1 AMENDMENT 1, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 20, 2019 AT RECEPTION NO. 2019000071790, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 21 AND CONSIDERING WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 21 TO BEAR SOUTH 00°03'52" EAST AS MONUMENTED ON THE NORTH BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED "PLS 38445, 2015" AND ON THE SOUTH BY A 3.25" ALUMINUM CAP STAMPED "PLS 7276" IN A RANGE BOX;

THENCE SOUTH 37°11'14" EAST, A DISTANCE OF 1753.32 FEET TO THE NORTHERLY LINE OF SAID TRACT B AND THE POINT OF BEGINNING;

THENCE NORTH 89°56'08" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°03'52" EAST, A DISTANCE OF 3.81 FEET TO THE NORTHERLY LINE OF THE SANITARY EASEMENT DEDICATED BY SAID SECOND CREEK FARM FILING NO. 1 AMENDMENT 1;

THENCE SOUTH 89°41'09" WEST, ALONG LAST SAID NORTHERLY LINE, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°03'52" WEST, A DISTANCE OF 3.94 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 116 SQUARE FEET OR 0.0027 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECOND CREEK FARM FILING NO. 3

ADAMS COUNTY, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: JLM
DATE: 2/26/21
SCALE: N/A

SHEET
1 OF 2
000.SCCCC.13

EXHIBIT A

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 40 ft.

POINT OF COMMENCING
CENTER QUARTER CORNER OF
SECTION 21, T2S, R66W
FOUND NO. 6 REBAR WITH
3.25" ALUMINUM CAP
STAMPED "PLS 38445, 2015"

(BASIS OF BEARINGS)
S 00°03'52" E 2651.18'
WEST LINE OF THE SOUTHEAST QUARTER OF
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 66 WEST

LOT 7

38

EAST 90TH AVENUE

TRACT JJ

SECOND CREEK FARM
FILING NO. 3

30' SANITARY EASEMENT
SECOND CREEK FILING NO. 3

38

LOT 8

LOT 9

EASEMENT PARCEL
116 S.F. (0.0027 AC.)±

POINT OF
BEGINNING

N89°56'08"E
30.00'

30' SANITARY EASEMENT
RECEPTION NO.
2019000071790

N00°03'52"W
3.94'

S00°03'52"E
3.81'

S89°41'09"W
30.00'

TRACT B
SECOND CREEK FARM
FILING NO. 1 AMENDMENT NO. 1
RECEPTION NO. 2019000071790

SOUTH QUARTER CORNER OF
SECTION 21, T2S, R66W
FOUND 3.25" ALUMINUM CAP
STAMPED "LS 7276"
IN A RANGE BOX



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

SECOND CREEK FARM FILING NO. 3

ADAMS COUNTY, COLORADO

EXHIBIT A

PROJ. MGR.: BJP

DRAWN BY: JLM

DATE: 2/26/21

SCALE: 1"=40'

SHEET

2 OF 2

000.SCCCC.13

Dwg Name: P:\Sccccc\dwg\Surv\Final Drawings\Plot of Easement\000.Sccccc.13-Sanitary Easement.dwg Updated By: BPfohl 2/26/2021 11:14 AM

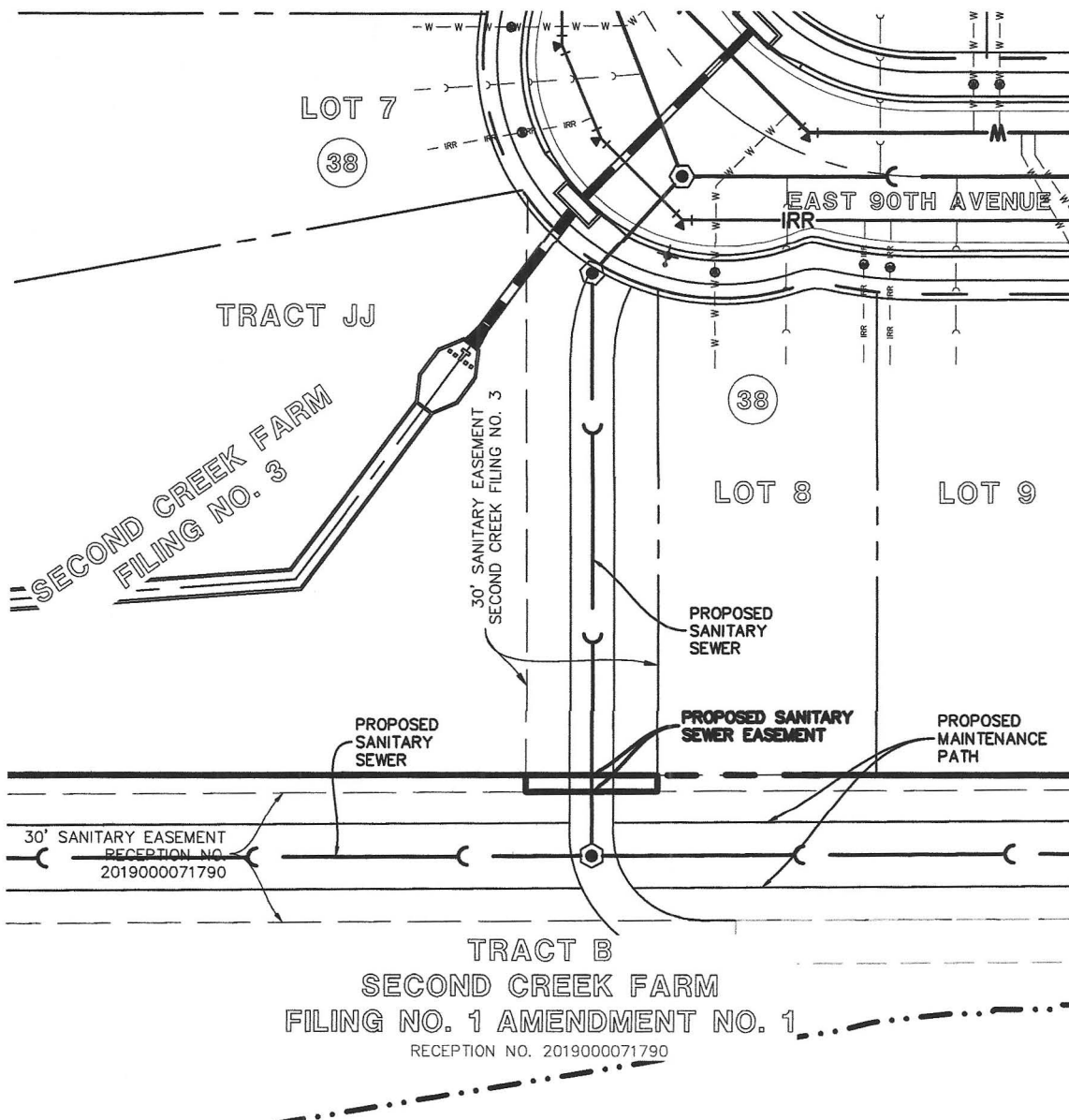
EXHIBIT B

GRAPHIC SCALE

0 20 40

(IN FEET)

1 inch = 40 ft.



TRACT B
SECOND CREEK FARM
FILING NO. 1 AMENDMENT NO. 1
RECEPTION NO. 2019000071790



Manhard
CONSULTING

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
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Water Resource Management | Construction Management

SECOND CREEK FARM - FILING 3

CITY OF COMMERCE CITY, COLORADO

EXHIBIT B - SANITARY SEWER EASEMENT

PROJ. MGR.:

CAS

DRAWN BY:

CAS

DATE:

03-11-2021

SCALE:

1"=40'

SHEET

1 OF 1

SCCCO