

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the URBAN RENEWAL AUHTORITY OF THE CITY OF COMMERCE CITY COLORADO (the "URA") and JALISCO INTERNATIONAL, INC., a Colorado corporation, and its successors and assigns (the "Jalisco").

### RECITALS

WHEREAS, Jalisco requires an easement for a construction staging area while doing working on a City of Commerce City ("City") capital improvement project on Vazquez Boulevard (the "Project");

WHEREAS, the Urban Renewal Authority is the owner of certain real property adjacent to O'Brian Canal, which property encompasses the proposed easement area, which is legally described on **Exhibit A** attached hereto and is defined herein as the "Easement Area"; and

WHEREAS, Jalisco shall be responsible for maintaining the Easement Area during the term of this Agreement and will return the Easement Area to as good a condition as existed prior to this Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained herein, the sum of ten dollars (\$10.00), and other good and valuable consideration paid by Jalisco to the URA, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Easement. URA does hereby grant and convey to Jalisco an easement (the "Easement") in, through, upon, over, under, and across the Easement Area for the staging of construction equipment and other related materials. Jalisco, together with its successors, assigns, licensees and its and their contractors, agents, employees and invitees, shall have the right to enter upon the Easement Area with machinery, trucks, materials, tools and other equipment which may be useful or required in the exercise of the Easement.

2. Term. The Easement shall begin on the date of complete execution of this Agreement and notwithstanding any provision contained herein, shall continue so that each and every benefit herein granted is a covenant running with title to the property from which the Easement Area is part of. Notwithstanding the foregoing, the Easement shall terminate December 31, 2026.

3. Retained Rights. The URA retains all rights to use, convey and enjoy the Easement Area, subject to the rights granted to Jalisco herein. Except as otherwise authorized herein, Jalisco shall not disturb or alter the Easement Area, except to the extent necessary to complete the Project.

4. Indemnity. Jalisco shall indemnify and hold the URA and the City harmless from and against any and all loss, cost, expense, liability and damages that result, or arise out of, or are

in any way attributable to any negligence or reckless acts of Jalisco, its agents, designees, contractors or any other persons authorized by Jalisco to occupy the Easement Area in the use of the Easement.

5. Safety Measures. Jalisco shall cause all contractors doing work on or about the Easement Area to take all necessary and appropriate safety measures with respect to all construction activities on or about the Easement Areas.

6. Mechanic's Liens. Jalisco shall pay or cause to be paid all costs for work done by or on behalf of Jalisco or any of its designees, contractors, or assigns, occupying any portion of the Easement Area. And Jalisco will keep the Easement Area free and clear of all mechanic's liens and other liens on account of work done or performed on behalf of Jalisco. Jalisco hereby agrees to indemnify, defend and save the URA and the City harmless whatsoever including claims or liens of laborers or materials on or others for work performed for or materials or supplies furnished to Jalisco or any persons claiming by, through, or under Jalisco. Should any liens be filed or recorded against the Easement Area or any action affecting title thereto be commenced as a result of assigned work, Jalisco shall cause such liens to be removed of record within ten (10) days thereof. If Jalisco desires to contest any such claim of lien, Jalisco shall furnish to the City adequate security of at least the amount of such claim, and obtain the release of such lien. If a final judgment establishing the validity or existence of any lien for any amount is entered, Jalisco shall immediately pay and satisfy the claim.

7. Hazardous Substances. Jalisco shall not use, store, or dispose of any hazardous substances on the Easement Area or adjacent property, and Jalisco shall prevent any of its agents, designees, contractors and any other person from using, storing or depositing any hazardous substances on the Easement Area or adjacent property. In the event that hazardous substances are deposited on the Easement Area or the adjacent property by Jalisco or its assigns, Jalisco shall be solely liable and responsible for the removal of such hazardous substances and shall immediately remove such substances from the Easement Area or the adjacent property, as the case may be, and restore the same to the conditions which existed prior to the introduction of such substances onto the property. For the purpose of this Agreement, the term "hazardous substances" shall have the meaning as set forth in any federal, or state law relating to hazardous substances or materials including OSHA, CERCLA, RECRA, and SARA.

8. Repair and Maintenance. Jalisco shall repair and maintain the Easement Area at its sole cost and expense, and shall keep the same in good and operable condition at all times, until such time as this Agreement terminates. Jalisco will have perimeter control, such as straw wattle or silt fence, along with the perimeter control to protect the detention pond. Jalisco will return the Easement Area to as good a condition as existed previously, including but not limited reseeding grass.

9. Utilities. In the event any party having an ownership interest in the Easement Area installs or authorizes installation of any improvement or any utility within such Easement Area, then such utilities and/or improvements shall be installed so as not to disturb, alter, injure, damage, or destroy the Easement Area. If the Easement Area is disturbed, altered, injured, damaged, or destroyed, it shall be the obligation of Jalisco to repair, replace, or rebuild the Easement Area to as good a condition as existed prior to this Agreement.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of

the parties hereto, their agents, successors, and assigns.

11. Assignment. Jalisco will not assign any rights under this Agreement, without first receiving written approval from the URA.

12. Notice. Any notice or communication between City and Jalisco which may be required, or which may be given, under the terms of this Agreement shall be made in writing and shall be deemed effective upon personal service of the other party or upon the date of mailing by certified mail, return receipt requested, addressed as follows (or other address the party to be notified may have designated by like notice to the sender):

**JALISCO:**

Jalisco, International  
6663 Colorado Blvd.  
Commerce City, CO 80022

**URA:**

Terrance Ware  
City of Commerce City  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022

**With copies to:**

Director of Public Works  
City of Commerce City  
8602 Rosemary Street  
Commerce City, CO 80222

City Attorney's Office  
City of Commerce City  
7887 E. 60th Avenue  
Commerce City, CO 80022

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the County of Adams.

14. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written instrument executed by the City and Jalisco.

15. Severability. If any term, provision, covenant or agreement contained in this Agreement is determined to be illegal or unenforceable to any extent, then such provision shall be deemed severed from this Agreement and this Agreement shall then be enforced to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this EASEMENT AGREEMENT, the

parties have executed this EASEMENT AGREEMENT as of the date first written above.

**URBAN RENEWAL AUTHORITY OF THE CITY OF  
COMMERCE CITY COLORADO**

\_\_\_\_\_  
Steve J. Douglas, Chairman of the Board of Directors

ATTEST:

\_\_\_\_\_  
Kim Garland, Secretary of the Board of Directors

**JALISCO INTERNATIONAL, INC**

\_\_\_\_\_  
Signature [signature must be notarized]

\_\_\_\_\_  
Printed Name & Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed before me this \_\_\_\_ day of \_\_\_\_\_,  
202\_, by \_\_\_\_\_ (Name of Authorized Signer), \_\_\_\_\_  
\_\_\_\_\_(Title) of \_\_\_\_\_ (Jalisco).

WITNESS my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A

**Easement Area**