

## ACCESS EASEMENT

The undersigned property owner, The City of Brighton, a Colorado Home Rule Municipality, hereinafter referred to as "Grantor", being the owner of real property described on **Exhibit A** (the "Property"), hereby acknowledges receipt from the Metro Wastewater Reclamation District, hereinafter referred to as the "District", the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration, the adequacy of which is acknowledged and confessed, and hereby grants and conveys to the District, its successors and assigns, a non-exclusive access easement for the purpose of ingress and egress on, over and through the land owned by Grantor, said easement being described in **Exhibit B**, attached hereto and incorporated herein by reference (the "Access Easement Area"). This Access Easement instrument is hereinafter referred to as the "Agreement."

1. The District shall have and may exercise the right of ingress and egress in, to, over, through and across the Access Easement Area at any and all times deemed necessary for the District and at all times convenient to exercise the rights granted herein. Access shall be allowed for personnel, materials, vehicles and equipment and may be used by the District, its employees, and its authorized agents and contractors.

2. The District shall have the right to construct and maintain an all-weather roadway of varying width, as needed in the opinion of the District, along the length of the Access Easement Area granted hereby, to allow the District access for vehicles, personnel and equipment, and such roadway shall be kept free of obstacles.

3. Grantor shall neither cause nor permit the construction or placement of any structure or building, street light, power pole, yard light, mailbox, well, reservoir, trash receptacle, or sign, temporary or permanent, or any other improvement, or the planting of any tree, woody plant or nursery stock, of any kind, on any part of the Access Easement Area without prior written approval from the District, which approval shall not be unreasonably withheld, conditioned or delayed. Fences existing as of the date hereof which do not impair access for vehicles, personnel and equipment through the length of the Access Easement Area, which are disturbed or destroyed by the District in the exercise of its rights hereunder shall be replaced by the District to their original condition as nearly as may reasonably be done and an access gate will be installed across the width of the Access Easement Area and both Grantor and the District's locks can be placed on the gate if desirable. Grantor shall not, however, construct or install new fencing that would impair access for vehicles, personnel and equipment through the length of the Access Easement Area without the written approval of the District. Grantor will, at Grantor's expense, move any vehicles, equipment or other personal property stored on the Access Easement Area as reasonably directed by the District.

4. The District covenants and agrees to maintain the surface of the Access Easement Area at a level comparable to its original condition, except as may be permanently modified to accommodate the District's all-weather roadway and any additional improvements necessary or desirable for such roadway, as may be required for the full use and enjoyment of the District's rights at the discretion of the District.

5. Grantor shall provide to the District all information within its possession or control about past and currently existing environmental contamination on, in or under the Access Easement Area. Such information shall include, but not be limited to, environmental studies, reports, samples, agreements, liens, citations, notices, letters as well as information related to remediation work that has been done, is ongoing, or is planned to occur on, in or under the Access Easement Area.

6. Grantor may authorize other utilities such as water, storm sewer, gas, electric, and telephone, to be installed in the Access Easement Area, provided that they do not interfere with the District's rights herein granted. Additionally, Grantor shall be allowed to use the Access Easement Area, provided that such actions do not interfere with the District's rights herein granted. If Grantor accesses or otherwise uses any roadway or other improvement constructed by the District pursuant to this Agreement, Grantor shall be liable for any and all damage or necessary repairs caused by Grantor's use of the roads, except for normal wear, as determined by the District in its sole reasonable discretion.

7. In the event the District is forced to file an action to enforce its rights under this Agreement or to recover damages for removal of unauthorized personal property, obstructions, installations or improvements as set forth herein, the District shall be entitled to recover its reasonable attorney's fees, court costs and expert costs as part of such action.

8. If the District, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of the District hereunder shall cease and terminate, and Grantor shall hold the Access Easement Area, as the same may then be, free from the rights so abandoned or released and shall own all material and improvements of the District so abandoned or released, but nothing herein shall be construed as working a forfeiture or abandonment of any interest derived hereunder and not owned by the District at the time of the abandonment or release of the District's rights. In the absence of such express written abandonment as provided for herein, abandonment or cessation of the use of its facilities located on or under the Access Easement Area by the District shall not constitute an abandonment of its rights under this Agreement.

9. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in its title to the Access Easement Area and the Property, and against any defect in its right to make said grant.

10. The benefits and burdens of this Agreement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

11. Should any one or more provisions of this Agreement be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intent being that the various sections and provisions hereof are severable.

12. The above and foregoing constitutes the whole 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 instrument. Any amendment to this easement must be in writing, signed by both Grantor and the District.

Signed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**GRANTOR (Property Owner):**

**THE CITY OF BRIGHTON, A  
COLORADO HOME RULE  
MUNICIPALITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Grantor's Address:  
City of Brighton  
500 S. 4<sup>th</sup> Avenue  
Brighton, CO 80601-3165

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.

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

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

(SEAL)

Accepted by:

**METRO WASTEWATER  
RECLAMATION DISTRICT**

By:  \_\_\_\_\_  
District Manager

By:  \_\_\_\_\_  
District General Counsel

## **EXHIBIT A**

**Lot 1, Roadgate Farms Filing No. 1, recorded March 21, 1985 in the records of the of the Adams County Clerk and Recorder's office at file 16, map 239, being a portion of the Southwest Quarter of Section 35, Township 1 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado**



Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
303-751-0741 / Fax 303-751-2581

Job No.: 65319752-02

FILE: Y:\Survey\65319752-Metro Waste Water\02-Survey\Office Data\DWGS\Exhibits &  
Property Descriptions\SDI-0070 (SD-066)\SDI-0070 (SD-066) - Access\_R1.docx

Date: June 2, 2020

**EXHIBIT B**  
**PROPERTY DESCRIPTION**

**PARCEL SDI-0070**

The City of Brighton, a Colorado home rule municipality

A Permanent Access Easement following an existing access road, located in LOT 1, ROADGATE FARMS FILING NO. 1, per the plat thereof recorded March 21, 1985 in the Adams County Clerk and Recorder's Office at File 16 Map 239, being a portion of the Southwest Quarter of Section 35, Township 1 South, Range 67 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Center Quarter Corner of said Section 35, whence the Center East Sixteenth Corner of said Section 35 bears N88°55'59"E a distance of 1,317.68 feet;  
**THENCE** S32°02'21"E a distance of 53.81 feet to the **POINT OF BEGINNING**;

**THENCE** the following two (2) courses along northerly and westerly lines of said LOT 1 and the southerly prolongation of the westerly line thereof:

1. N88°55'59"E a distance of 20.00 feet;
2. **THENCE** S00°30'25"E tangent with the following described curve a distance of 196.60 feet;

**THENCE** along the arc of a curve to the right, having a central angle of 89°29'21", a radius of 57.50 feet, a chord bearing S44°14'16"W a distance of 80.95 feet, and an arc distance of 89.81 feet;

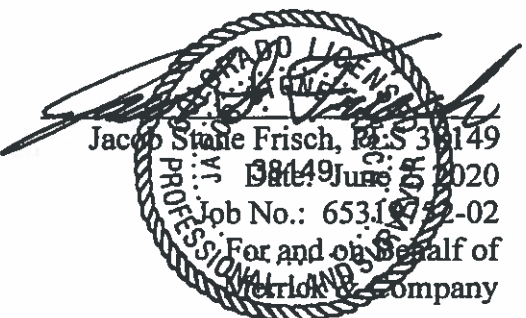
**THENCE** S88°58'56"W tangent with the last and following described curves a distance of 387.80 feet;

**THENCE** along the arc of a curve to the left, having a central angle of 36°25'53", a radius of 170.00 feet, a chord bearing S70°46'00"W a distance of 106.28 feet, and an arc distance of 108.09 feet;

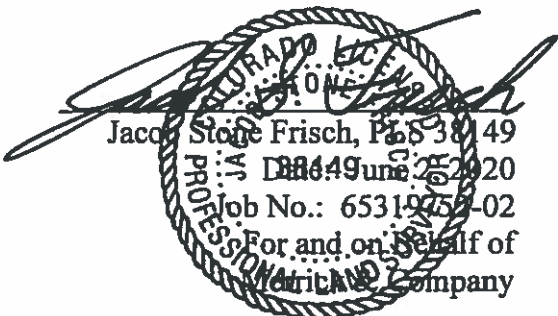
**THENCE** S52°33'03"W tangent with the last described curve a distance of 44.74 feet;

**THENCE** S49°56'04"W a distance of 68.48 feet;

**THENCE** S47°21'05"W tangent with the following described curve a distance of 43.19 feet;

  
Jacob Stane Frisch, No. 338149  
State of Colorado, expires 12/31/2020  
Job No.: 65319752-02  
For and on behalf of  
Merrick & Company

THENCE along the arc of a curve to the left, having a central angle of  $22^{\circ}19'15''$ , a radius of 290.00 feet, a chord bearing  $S36^{\circ}11'28''W$  a distance of 112.26 feet, and an arc distance of 112.98 feet;  
THENCE  $S25^{\circ}01'50''W$  tangent with the last and following described curves a distance of 188.35 feet;  
THENCE along the arc of a curve to the right, having a central angle of  $07^{\circ}58'16''$ , a radius of 410.00 feet, a chord bearing  $S29^{\circ}00'58''W$  a distance of 56.99 feet, and an arc distance of 57.04 feet;  
THENCE  $S33^{\circ}00'06''W$  tangent with the last and following described curves a distance of 185.01 feet;  
THENCE along the arc of a curve to the left, having a central angle of  $14^{\circ}51'27''$ , a radius of 390.00 feet, a chord bearing  $S25^{\circ}34'22''W$  a distance of 100.85 feet, and an arc distance of 101.13 feet;  
THENCE  $S18^{\circ}08'39''W$  tangent with the last described curve a distance of 39.45 feet;  
THENCE  $S15^{\circ}23'28''W$  a distance of 65.08 feet;  
THENCE  $S10^{\circ}05'47''W$  a distance of 249.35 feet;  
THENCE  $S89^{\circ}01'03''W$  along the southerly line of said LOT 1 a distance of 20.38 feet;  
THENCE  $N10^{\circ}05'47''E$  a distance of 254.19 feet;  
THENCE  $N15^{\circ}23'28''E$  a distance of 66.49 feet;  
THENCE  $N18^{\circ}08'39''E$  tangent with the following described curve a distance of 39.93 feet;  
THENCE along the arc of a curve to the right, having a central angle of  $14^{\circ}51'27''$ , a radius of 410.00 feet, a chord bearing  $N25^{\circ}34'22''E$  a distance of 106.02 feet, and an arc distance of 106.32 feet;  
THENCE  $N33^{\circ}00'06''E$  tangent with the last and following described curves a distance of 185.01 feet;  
THENCE along the arc of a curve to the left, having a central angle of  $07^{\circ}58'16''$ , a radius of 390.00 feet, a chord bearing  $N29^{\circ}00'58''E$  a distance of 54.21 feet, and an arc distance of 54.26 feet;  
THENCE  $N25^{\circ}01'50''E$  tangent with the last and following described curves a distance of 188.35 feet;  
THENCE along the arc of a curve to the right, having a central angle of  $22^{\circ}19'15''$ , a radius of 310.00 feet, a chord bearing  $N36^{\circ}11'28''E$  a distance of 120.01 feet, and an arc distance of 120.77 feet;  
THENCE  $N47^{\circ}21'05''E$  tangent with the last described curve a distance of 43.64 feet;  
THENCE  $N49^{\circ}56'04''E$  a distance of 69.38 feet;



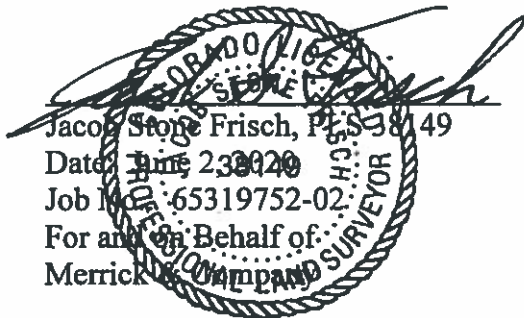
Jacob Stoe Frisch, P.E.  
License No. 18849  
Exp. Date 6/25/2020  
For and on behalf of  
Merrick & Company



Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
303-751-0741 / Fax 303-751-2581

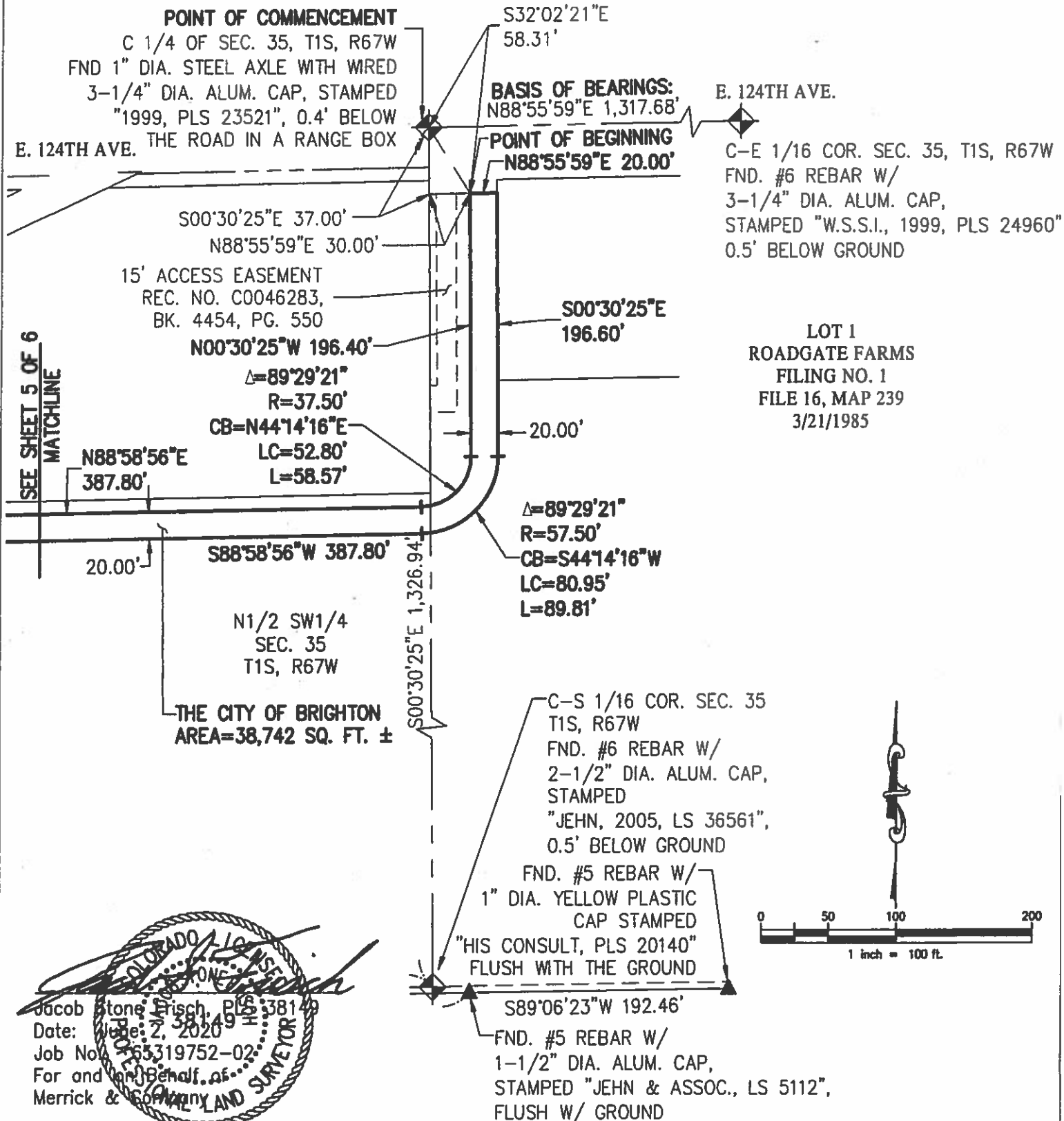
THENCE N52°33'03"E tangent with the following described curve a distance of 45.20 feet;  
THENCE along the arc of a curve to the right, having a central angle of 36°25'53", a radius of 190.00 feet, a chord bearing N70°46'00"E a distance of 118.79 feet, and an arc distance of 120.81 feet;  
THENCE N88°58'56"E tangent with the last and following described curves a distance of 387.80 feet;  
THENCE along the arc of a curve to the left, having a central angle of 89°29'21", a radius of 37.50 feet, a chord bearing N44°14'16"E a distance of 52.80 feet, and an arc distance of 58.57 feet;  
THENCE N00°30'25"W tangent with the last described curve a distance of 196.40 feet to the **POINT OF BEGINNING.**

Containing 38,742 square feet (0.889 Acres), more or less.





NOTE: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.



**Jacob Stone Frisch, PLS 38140**  
Date: June 2, 2020  
Job No: 65319752-02  
For and on Behalf of  
Merrick & Company  
**COLORADO LAND SURVEYOR**

Dwg. CWS, SCB  
Ckd. JSF  
App. JSF



**METRO WASTEWATER  
RECLAMATION DISTRICT**

### EXHIBIT B

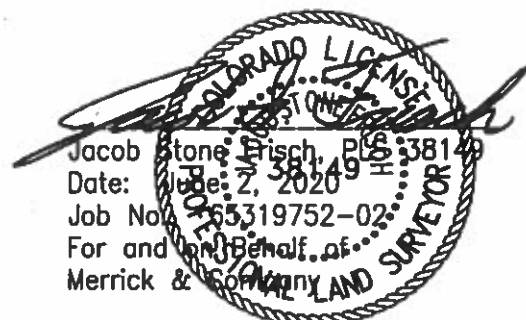
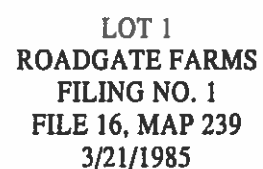
Parcel SDI-0070 Access  
Second Creek Interceptor

DATE:  
06/02/2020

DWG. NO.  
SDI-0070

SH 4 OF 6

**MATCHLINE**  
**SEE SHEET 3 OF 6**



SH 5 OF 6

**POINT OF COMMENCEMENT**  
C 1/4 OF SEC. 35, T1S, R67W  
FND 1" DIA. STEEL AXLE WITH WIRED  
3-1/4" DIA. ALUM. CAP, STAMPED  
"1999, PLS 23521", 0.4' BELOW  
THE ROAD IN A RANGE BOX



Dwg. <u>CWS, SCB</u>	 <div style="border: 1px solid black; border-radius: 15px; padding: 5px; text-align: center;"> <b>METRO WASTEWATER RECLAMATION DISTRICT</b> </div>	<b>EXHIBIT B</b>  Parcel SDI-0070 Access  Second Creek Interceptor	DATE: <b>06/02/2020</b>
Ckd. <u>JSF</u>			DWG. NO. <b>SDI-0070</b>
App. <u>JSF</u>			SH <b>6</b> OF <b>6</b>